

# **REQUEST FOR PROPOSAL**

**GIRL BROOK TRAIL REHABILITATION  
PROJECT  
TOWN OF HANOVER, NH  
GRAFTON COUNTY**

**STATE PROJECT NAME: HANOVER 44015**

**FEDERAL PROJECT NUMBER: X-A005(285)**

**October 2025**



**Prepared by**

**Town of Hanover  
Public Works  
Department  
194 Lebanon Street  
Hanover, NH 03755**

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## REQUEST FOR PROPOSAL

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

### THE TOWN OF HANOVER, GIRL BROOK TRAIL REHABILITATION PROJECT

1. The TOWN of HANOVER is seeking proposals from qualified companies (CONTRACTOR) to perform services as described in the following documents. The project will consist of: Construction of a new multi-use path along an existing sewer and access easement adjacent to Girl Brook. The path generally runs from Verona Avenue to Reservoir Road and will improve an existing walking trail. The intent is to improve pedestrian accessibility and provide for other users. Project elements include the installation of a stone dust trail, clearing, a small wooden pedestrian bridge, and regrading. By submitting a response to this document, the CONTRACTOR is stating it has read the entire document and fully understands the content, purpose, and requirements hereof.
2. Submission of proposals: To submit a proposal, the CONTRACTOR should be aware of the requirements contained in this Request for Proposals and any additional specifications or attachments and make every attempt to submit a proposal meeting all requirements.
3. Format of proposals submitted: The CONTRACTOR shall provide one hard copy to: Christina Hall, P.E. Deputy Director of Public Works Engineering and Utilities, TOWN of HANOVER, 194 Lebanon Street, Hanover, NH 03755.
  - a) Proposals must be properly sealed and marked: **Town of Hanover Girl Brook Trail Rehabilitation Project** and must be received on or **before December 03, 2025 at 10:00 AM EST**. Proposals submitted via facsimile, or delivered any other way than in a sealed, marked envelope as instructed above, will not be accepted.
  - b) Proposals must include pricing for all requested services, including all items listed in the attached **Bid Schedule**, proposal form, statement of proposal preparation form A, and statement of bidder qualification form.
  - c) All proposals must be signed by the CONTRACTOR'S authorized representative and must include name, position, and signature of that representative. The contents of the submission of the successful CONTRACTOR shall be considered a contractual obligation. Failure to meet these obligations may result in violation of the contract and/or other appropriate action.
  - d) The TOWN of HANOVER reserves the right to reject any or all responses to this document, or to waive minor irregularities in the responses. The TOWN of HANOVER reserves the right to accept any proposal that will in its opinion best serve the interests of the TOWN of HANOVER, regardless of whether that bid is the lowest submitted. The TOWN OF HANOVER reserves the right to purchase on the open market if it is considered in the best interest of the Town to do so. Failure to submit all information called for in the proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.
  - e) **Questions:** Contact Christina Hall, P.E. Deputy Director of Engineering and Utilities

[christina.hall@hanoverNH.org](mailto:christina.hall@hanoverNH.org) with the email subject heading: **Girl Brook Trail Rehabilitation Project**. Questions must be submitted in writing prior to November 19, 2025 at 2:30 p.m. EST.

f) Responses to questions will be posted as an addendum on the Public Works Department Current Projects page of the TOWN's website:

<https://hanovernh.org/Bids.aspx>

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

2) Proposal format:

Complete All forms listed in this RFP: **Proposal Form, Proposal Statement, Bid Schedule & Statement of Bidders Qualifications**

3) Project Schedule

The successful bidder shall within 15 days of a **Notice of Award** to provide a schedule indicating the number of weeks from contract notice to proceed to each major milestone. The project schedule shall provide at a minimum, include the time and quantity of bid materials required.

4) Project shall be completed **Prior to October 16, 2026**. If the project is not substantially complete within this time frame the CONTRACTOR will be subject to \$800/day in liquidated damages as outlined in the **Notice to Proceed**.

PREPARATION OF PROPOSALS:

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

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

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for sixty (60) calendar days subsequent to submittal to the Town of Hanover or as modified by addendum.

PRE-PROPOSAL MEETING:

All Proposers are encouraged to attend the pre-proposal meeting at the **Public Works Department, 194 Lebanon Street, Hanover at 11:00 AM on November 12, 2025, where proposers will then be provided access to the project site.**

SUBMISSION OF PROPOSALS:

Proposals must be submitted at the Public Works Department, 194 Lebanon, Street Hanover, NH by 10:00 AM December 03, 2025 as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

PERFORMANCE BOND AND PAYMENT BOND

A Performance Bond and Payment Bond, each in the amount of 100% of the Contract Price, will be required of the successful Proposer (See General Conditions).

AMENDMENTS TO PROPOSALS

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

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

Amendments will be on file in the offices of the municipality and the Town's Website at least 2 days before Proposal opening.

WITHDRAWAL OF PROPOSALS:

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

RECEIPT AND OPENING OF PROPOSALS:

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

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

**PROPOSAL RESULTS:**

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

**NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**

**TIE PROPOSALS:**

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

**LIMITATIONS:**

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

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

## PROPOSAL EVALUATION:

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

## PROJECT BACKGROUND

The Town of Hanover has an existing permanent easement with Dartmouth College which allows for maintenance access to the existing sewer system and use of the existing gravel path along the Girl Brook corridor. The proposed multi-use path will be constructed along the existing gravel path located upon the existing Girl Brook easement. All work will be located within the easement limits.

This project will be funded as a Congressionally Directed Spending (CDS) Request.

## SCOPE OF SERVICES

The Town of Hanover Public Works Water Department is soliciting Contractor services for **TOWN OF HANOVER GIRL BROOK TRAIL REHABILITATION PROJECT.**

**The work includes the following:**

- 1) Installation of project-wide erosion controls.
- 2) Site preparation including clearing and removal of topsoil.
- 3) Construction of swales and installation of drainage culverts.
- 4) Grading of trail and placement of subbase and stone dust surface.
- 5) Construction of wooden pedestrian bridge over Girl Brook.
- 6) Installation of signage.
- 7) Installation of permanent seeding and landscaping.
- 8) The CONTRACTOR shall obtain all federal, state, and local permits as necessary. The CONTRACTOR shall comply with all associated inspections, schedules, etc. All costs shall be included in the CONTRACTOR's BID. The cost of the TOWN-issued excavation permit will be waived.
- 9) Perform project management functions.
- 10) The CONTRACTOR shall be responsible for all damage to persons or property that occurs as a result of its fault or negligence in connection with the prosecution of the work. The property and persons shall be protected from damage during the work.

## Materials and equipment code compliance:

All materials and equipment used, as well as all methods of installation, shall comply with all federal, OSHA, state and/or local codes, including applicable TOWN ordinances and regulations.

## Payment schedule:

The TOWN of HANOVER shall pay within 30 days following receipt of invoice for materials installed,

functioning as designed, and verified by the TOWN.

Invoices shall be submitted on a maximum of once every 30 days.

The TOWN is exempt from the state's sales and use tax and all federal excise taxes.

### **Indemnification**

The CONTRACTOR releases the OWNER Its officials, agents, volunteers and employees ("Indemnified Parties") from, agrees that the OWNER shall not be liable for and indemnifies the OWNER against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees imposed upon, incurred or asserted against the OWNER arising directly or indirectly in whole or in part, out of the negligence or willful act or omission of the CONTRACTOR, its agents or anyone who is directly employed in connection with (i) this Agreement or (ii) the project, including construction of the project and the maintenance, repair and replacement of any improvements which the CONTRACTOR is required to undertake pursuant to this Agreement or any permit or approval, provided that, such release or indemnification shall not apply to any actions or claims brought as a result of any material breach of this Agreement, willful misconduct or fraudulent action of the OWNER.

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the OWNER in respect of which indemnify may be sought hereunder, the person seeking indemnity promptly shall give notice of that action or proceeding to the CONTRACTOR.

In addition, and regardless of respective fault, CONTRACTOR shall defend, indemnify, and hold harmless the Indemnified Parties for any costs, expenses, and liabilities arising out of a claim, charge or determination that CONTRACTOR's officers, employees, CONTRACTORs, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing worker's compensation, unemployment compensation, social security, Medicare, state of federal taxation, and/or any other similar obligation associated with an employment relationship.

The CONTRACTOR's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Agreement.

### **Insurance**

CONTRACTOR shall maintain during the term of the agreement insurance coverage that meets or exceeds the TOWN's requirements and provide a Certificate of insurance naming the TOWN of Hanover as additional insured at the following levels:

a) General (Comprehensive) Liability of such insurance shall be as follows:

Bodily Injury or Death - Each Person	\$ 2,000,000
Bodily Injury or Death - Each Accident	\$ 2,000,000
Property Damage - Each Accident	\$ 500,000
Aggregate	\$ 5,000,000

b) Automobile and Truck Liability

Bodily Injury or Death - Each Person	\$ 1,000,000
Bodily Injury or Death - Each Accident	\$ 1,000,000
Property Damage - Each Accident	\$ 1,000,000
Aggregate	\$ 2,000,000

c) Owner's Protective Liability

Bodily Injury (each occurrence)	\$ 2,000,000
Property Damage, including Explosion, Collapse and Underground Coverage - each occurrence	\$ 2,000,000
Aggregate	\$ 5,000,000

d) SUBCONTRACTORs General Liability

Each Occurrence	\$ 2,000,000
Aggregate	\$ 5,000,000

a) Workmen's Compensation

The CONTRACTOR shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work, the CONTRACTOR shall require the SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the CONTRACTOR shall provide and shall cause each SUBCONTRACTOR to provide adequate employer's liability insurance for the protection of his employees that are not otherwise protected.

**1) Hold harmless:**

The Contractor releases the TOWN of HANOVER from, agrees that the TOWN of HANOVER shall not be liable for and indemnifies the TOWN of HANOVER against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the TOWN of HANOVER arising, directly or indirectly in whole or in part, out of the negligence or willful act or omission of the Contractor, its agents or anyone who is directly employed in connection with (i) this Agreement or (ii) the project, including the construction of the project and the maintenance, repair and replacement of any improvements which the Contractor is required to undertake pursuant to this Agreement or any permit or approval, provided that, such release or indemnification shall not apply to any actions or claims brought as a result of any material breach of this Agreement, willful misconduct or fraudulent action of the [Member].

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the TOWN of HANOVER in respect of which indemnity may be sought hereunder, the person seeking indemnity promptly shall give notice of that action or proceeding to the Contractor, and the

Contractor upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

The TOWN of HANOVER shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

## **2) Equal employment opportunities**

The CONTRACTOR shall comply with any and all applicable federal, state and local laws, executive orders, and regulations prohibiting discrimination in employment. The CONTRACTOR shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, handicap, or sexual orientation.

## **3) GENERAL INFORMATION TO BIDDERS**

### **a) *CONTRACT DOCUMENTS AND DEFINITIONS***

The Contract Documents that will form the Contract are as defined in the General Conditions. Bidders must examine each of the Contract Documents, visit the location of the work, and inform themselves of the difficulties attending the execution of the work prior to the submission of their Proposals. The Contractor shall give attention to the definitions included in the Contract Documents.

### **b) *PRINTED FORM OF PROPOSAL***

All Bids must be made upon the attached form of "Bid Proposal" and should give a unit price in figures and a total price for each item; and must be signed and acknowledged by the Bidder, in accordance with the directions in the Proposal.

### **c) *OMISSIONS, DISCREPANCIES, QUESTIONS, AND ADDENDA***

Should a Bidder find discrepancies in or omissions from the Contract Documents or is in doubt as to their meaning, the Bidder should at once notify the Owner. In general, no answer will be given to the prospective Bidders in reply to an oral question if the question involves the equality or use of products or methods other than those specifically designated or described on the Drawings or in the Specifications. All information given to Bidders by means other than set forth in the Contract Documents is given informally and shall not be used as the basis of a claim-against the Owner.

Omissions, discrepancies, and questions must be submitted in writing to the Owner at least five (5) working days before the date for receipt of bids. If a question involves the equality or use of products or methods not specifically designated or described on the Drawings or in the Specifications, it must be accompanied by Drawings, Specification, or other data in sufficient

detail to enable the Owner to determine the equality or suitability of the product or method. In general, the Owner will neither approve nor disapprove particular products prior to the opening of the bids; such products will generally be considered only when offered by the Contractor for incorporation into the work after the award and signing of the Contract.

The Owner will prepare Addenda to address all questions received and answers provided. At least three (3) days prior to the bid opening date and time, Addenda will be sent to each of Bidder who has taken out the Contract Documents.

*d) POSTPONEMENT OF DATE FOR PRESENTING AND OPENING PROPOSALS*

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of such postponement to each prospective Bidder.

*e) PRICES*

In the event of discrepancies between the price totals quoted in the Proposal and the unit price figures, the unit price figures shall control. The price is to include the furnishing of all material, plant, equipment, tools, labor, and other facilities required for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The Contractor shall prepare his prices for the Proposal based on the equipment named in the Specifications. After the award of the Contract, if the Contractor desires to use equipment or methods other than those specified or shown in these documents, the Contractor shall submit data to prove equality, submit reason for change, submit the amount of credit (if any) to the Contract Price, provide Owner documentation for any changes required to arrive at a decision as to the suitability of the substitution.

*f) ACCEPTANCE OR REJECTION OF PROPOSALS*

The Owner reserves the right to reject any or all Proposals for any reason, or to accept any Bid which it deems to be in its best interest. Any Proposal, which is incomplete, obscure, or irregular, may be rejected; any Proposal having erasures or corrections in the price sheet may be rejected; any Proposal, which omits a bid on any one or more items, may be rejected; and any Proposal accompanied by an insufficient or irregular certified check or Bid Bond may be rejected. The use of unbalanced bids is prohibited.

If the Bidder submits a Proposal before the deadline time for submission, the Bidder may, in writing, modify his original Proposal for submission. No oral, telephone, or telegraph modifications will be considered.

*g) BIDDER'S QUALIFICATIONS*

It is the purpose of the Owner not to award this Contract to any Bidder who does not furnish evidence satisfactory demonstrating to the Owner that the Bidder has the ability, skill, qualifications, integrity and experience in this class of work and has sufficient capital to enable the successful and complete execution of this contract within the specified time.

In determining the skill, ability, experience and integrity of the responsible and eligible Bidders the following elements will be considered: Whether the Bidder has (a) previously defaulted on, failed to perform properly, or failed to complete on time contracts of similar nature; (b) habitually and without just cause neglected payment for material or to employees; (c) a permanent place of

business; (d) adequate plant and equipment to do the Work properly; (f) a suitable financial status to meet the obligations incident to the Work; (g) appropriate technical experience; (h) labor force that can work in harmony with all other elements of labor employed; (i) sufficient bonding capacity; and, (j) adequate superintendence.

**h) ACCEPTANCE OF THE PROPOSAL**

Except where the Owner exercised its right to reject any or all Proposals, the Contract will be awarded to the lowest responsible and qualified Bidder(s).

Within sixty (60) days after opening the Proposals the Owner will prepare a Notice of Intent to Award signed by a duly authorized representative of the Owner. This Notice of Intent to Award shall bind the successful Bidder to execute the Contract approval.

Notice of Approval and formal acceptance of the Proposal will be made in writing to the successful Bidder. A duly authorized representative of the Owner will sign the Notice of Approval.

The rights and obligations provided for in the Contract shall become effective and binding upon the Parties only with its formal execution by the Owner.

**i) EXECUTION OF CONTRACT AND FAILURE TO EXECUTE**

Any Bidder who's Proposal shall be accepted will be required to execute the Contract within fifteen (15) days after the **Notice of Award** has been issued. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the Proposal.

- j) In the event any Bidder whose Proposal shall be accepted shall fail or refuse to execute the Contract hereinbefore provided, the Owner may, at his option, determine that such Bidder has abandoned the Contract and thereupon his Proposal and the acceptance thereof shall be null and void and the Owner will be entitled to withdraw the Award and has the option of negotiating with the next lowest qualified bidder or withdraw the Request for Proposal
- k) Proposers shall demonstrate experience in the construction of trails.

1. Description of Services Requested

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

- ii) Complete schedule of the work and fees

I) Time Frame for Performance of Services

A contract will be signed as soon as possible after the Proposal due date and completion of the Proposal evaluations. The Contractor may not start work before June 1, 2026, and must be substantially complete based on the proposed schedule. Project must be ready for final acceptance by the Town on or before October 16, 2026.

## **PROPOSAL STATEMENT PREPARATION**

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

### 1. Company or Contractor Team Background Material

The Proposer shall demonstrate experience with off road trail construction. This shall include any proposed subcontractor or consultants that the Proposer plans to engage on this project.

### 2. Experience/References

The Proposer shall provide a Client reference list, with names, addresses, and telephone numbers, especially for clients to whom the Proposer has provided similar services in the past. The Proposer should be able to provide a list showing that they have worked on at least one similar project that is of similar size and scope.

References shall include a brief description of the project and the services provided in New England.

Provide resumes for key personnel of project management and delivery of services. Resumes of in-house inspectors and project managers with their certifications must be included.

### 3. Project Approach

The Proposer shall describe recent similar work and any other information that the Proposer deems relevant to the project, and which the Proposer believes will further the competitiveness of the Proposal, including work samples, pictures, etc. from similar completed projects.

### 4. Schedule

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

### 5. Cost Proposal

Proposers shall submit a Cost Proposal for the trail construction. (Bid Form Attached in this RFP)

## **AWARD OF CONTRACT:**

Any contract entered into by the Town shall be in response to the proposal and subsequent discussions. It is the policy of the Town that contracts be awarded, among other Hanover

considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective Firm/Contractor must meet the following standards as they relate to this request:

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

The contract will be awarded to a responsive and responsible Proposer based on the evaluation criteria (design approach, experience of the contractor, cost and schedule), not based on the lowest price.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept any proposal in part or in whole as may be in the best interest of the Town, or any other option if it is considered in the best interest of the Town to do so.

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

#### MODIFICATIONS AFTER AWARD:

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

#### CANCELLATION OF AWARD:

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

#### DISQUALIFICATION:

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

#### PERFORMANCE AND PAYMENT BOND

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

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

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

Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

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

#### WORKER'S COMPENSATION:

All Proposers and subcontractors at every tier under the Proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

#### TERMINATION OF CONTACT FOR CAUSE:

If the Contractor violates any provision of the Contract, the Town shall have the right to terminate the Contract. To terminate the Contract, the Town shall provide written notice to the Contractor of such termination. Such written notice shall state the Contract violation(s) and be delivered to the Contractor's address as identified in the Contract Documents. This notice shall provide the Contractor with fourteen (14) calendar days from the date of delivery, to correct the violation(s) to the Town's satisfaction. Should the Contractor fail to satisfactorily correct all violations within (14) fifteen calendar days, the Town may terminate the contract immediately upon delivery of a Notice of Termination to the Contractor. Such termination shall become effective immediately or as otherwise determined by the Town. Upon termination, all finished or unfinished work, services, plans, data programs and reports prepared by the

Contractor under the Contract shall become the Town's property. The Town may also terminate this Contract in accordance with any other applicable Contract provision.

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

**TERMINATION FOR THE CONVENIENCE OF THE TOWN:**

The Town may terminate any contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.

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

**PATENT PROTECTION:**

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

**OWNERSHIP OF REPORTS:**

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

**ASSIGNMENT OR SUB-CONTRACTING:**

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

**PRICING:**

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

**AUDIT:**

For a period of at least three (3) years after completion of any contract, it is the responsibility of the Contractor to make available at the Contractor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and Hanover

/or work performed under contract for the purposes of audit by the Town of Hanover.

**INSPECTION & EVALUATION:**

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

**GUARANTEES & WARRANTY:**

All parts and labor related to contracts must be guaranteed and include a 24 month warranty from the date of acceptance by the Town. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the Town.**

## **PROPOSAL SUBMISSION CHECKLIST**

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

Proposal Document as outlined above:

1. Proposal form and Proposal Statement Form
2. Cost Proposal (Bid)
3. Bidders Statement of Qualifications
4. Specifications Exception Form
5. Alternate Form W-9
6. Confirmation of receipt of Addenda

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

## **STATEMENT OF BIDDER'S QUALIFICATIONS**

Complete the following questions relative to bidder's qualifications. All questions must be answered and the data given must be clear and comprehensive. This form must be notarized. If necessary, add separate sheets.

1. Name of Bidder:
  
2. Permanent Main Office Address:
  
3. When Incorporated:
  
4. Where Incorporated:
  
5. How many years have you been engaged in the contracting business under your present firm name?
  
6. Contracts on hand:(Attach list showing project title, project location, gross amount of each contract and the approximate anticipated dates of completion.)
  
7. General character of work performed by your company.
  
  
8. Have you ever failed to complete work awarded to you?      YES      NO  
If yes, where, when and why?
  
  
9. Have you ever defaulted on a contract?      YES      NO  
If so, where, when and why?
  
  
10. List the more important projects recently done by your company, stating approximate cost for each, the month / year completed, primary Owners contact / telephone number.

11. List your major equipment AVAILABLE FOR THIS CONTRACT. (Attach equipment schedule if necessary.)
  
  
  
  
  
  
12. Experience in construction work similar in importance to this project.
  
  
  
  
  
  
13. With what banks do you do business? Do you grant the OWNER permission to contact this (these) institutions?      YES      NO
  
  
  
  
  
  
14. If your answer to Number 13 is NO, please explain why.

NAME OF BIDDER

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## Notary Public

## My Commission Expires

## PROPOSAL FORM

### GIRL BROOK TRAIL REHABILITATION PROJECT TOWN OF HANOVER

**\*\*THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL\*\***

The undersigned hereby declares that he/she or they are the only person(s), proposer or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), proposer or corporation submitting a proposal for the same, and that no person acting for or employed by the TOWN of HANOVER is directly or indirectly interested in this proposal or in any anticipated profits which may be derived therefrom.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same. The bidder acknowledges the receipt of Addenda Numbered: \_\_\_\_\_

The Length of the warranty for labor and materials shall be two years from the date of Project acceptance and the warranty shall include parts, labor, and travel to and from the site to remedy any warranty repairs.

COST: \_\_\_\_\_ COST"\$ \_\_\_\_\_

COMPANY NAME:

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME & TITLE:

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TYPE OF ORGANIZATION

(PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER): \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER (Required): \_\_\_\_\_

**Due Date/Time: December 3, 2025, Not Later Than 10:00 AM**

## SPECIFICATIONS EXCEPTION FORM

### GIRL BROOK TRAIL REHABILITATION PROJECT TOWN OF HANOVER, NEW HAMPSHIRE

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken for specifications called out in the scope of services.

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

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

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

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

Signed: \_\_\_\_\_  
**I DO** meet specifications

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

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

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name/disregard entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited Liability Company – Enter the tax classification (C= Corporation, S-S Corporation, P= Partnership) _____ <input type="checkbox"/> Other (see instructions)	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Town of Hanover 41 South Main Street Hanover, NH 03755
City, state, and ZIP code	
List account number(s) here (optional)	

Part  
I

## Taxpayer Identification Number (TIN)

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

Social Security number –	Employer identification number –
Part II	Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. Person	Date:
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## General Instructions

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

### Purpose of Form

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

## **TOWN OF HANOVER GIRL BROOK TRAIL REHABILITATION PROJECT**

### **Town of Hanover Insurance Requirements for All Contractors**

CONTRACTOR shall maintain during the term of the agreement insurance coverage that meets or exceeds the TOWNs' requirements and provide a Certificate of insurance naming the TOWN of Hanover as additional insured at the following levels:

a) General (Comprehensive) Liability of such insurance shall be as follows:

Bodily Injury or Death - Each Person	\$ 2,000,000
Bodily Injury or Death - Each Accident	\$ 2,000,000
Property Damage - Each Accident	\$ 500,000
Aggregate	\$ 5,000,000

b) Automobile and Truck Liability

Bodily Injury or Death - Each Person	\$ 1,000,000
Bodily Injury or Death - Each Accident	\$ 1,000,000
Property Damage - Each Accident	\$ 1,000,000
Aggregate	\$ 2,000,000

c) Owner's Protective Liability

Bodily Injury (each occurrence)	\$ 2,000,000
Property Damage, including Explosion, Collapse and Underground Coverage - each occurrence	\$ 2,000,000
Aggregate	\$ 5,000,000

d) SUBCONTRACTORs General Liability

Each Occurrence	\$ 2,000,000
Aggregate	\$ 5,000,000

e) Workmen's Compensation

The CONTRACTOR shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work, the CONTRACTOR shall require the SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the CONTRACTOR shall provide and shall cause each SUBCONTRACTOR to provide adequate employer's liability insurance for the protection of his employees that are not otherwise protected.

The Town of Hanover must be named as Additional Insured with respect to general, automobile and umbrella liability.

PRICES WRITTEN IN WORD SHALL GOVERN. UNIT PRICES SHALL GOVERN OVER EXTENDED TOTALS IF DISCREPANCIES ARE FOUND IN THE SUBMITTED BID FORMS.

**TOWN OF HANOVER, NEW HAMPSHIRE**

**GIRL BROOK TRAIL REHABILITATION, NHDOT PROJECT#44015  
FEDERAL HIGHWAY PROJECT#X-A005(285)**

**TOWN OF HANOVER  
BID SHEET OF UNIT PRICES**

ITEM (*)	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	EXTENDED TOTAL
201.1	A	2.4	Clearing and Grubbing (F): _____ and _____ Dollars Cents		
201.7	SF	2,500.0	Selective Clearing and Thinning (F): _____ and _____ Dollars Cents		
201.881	SY	4,250.0	Invasive Species Control Type I: _____ and _____ Dollars Cents		
201.882	SY	820.0	Invasive Species Control Type II: _____ and _____ Dollars Cents		
203.1	CY	2,140	Common Excavation: _____ and _____ Dollars Cents		

ITEM (*)	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	EXTENDED TOTAL
203.4	CY	540	Muck Excavation: _____ and _____ Dollars _____ Cents		
203.6	CY	590	Embankment-in-place (F): _____ and _____ Dollars _____ Cents		
206.19	CY	30	Common Structure Excavation Exploratory: _____ and _____ Dollars _____ Cents		
214.	U	1	Fine Grading: _____ and _____ Dollars _____ Cents		
304.754	CY	640	4" Stone Dust Wearing Surface for Trails: _____ and _____ Dollars _____ Cents		
304.4	CY	1,441	Crushed Stone (Fine Gradation) (F): _____ and _____ Dollars _____ Cents		
304.5	CY	409	Crushed Stone (Coarse Gradation) (F): _____ and _____ Dollars _____ Cents		

ITEM (*)	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	EXTENDED TOTAL
403.12	TON	2	Hot Bituminous Pavement, Hand Method: _____ and _____ Dollars _____ Cents		
593.121	SY	1,420	Geotextile; Subsur Drain CL. 2, Non-Woven: _____ and _____ Dollars _____ Cents		
603.33208	EA	4	8" Corr. Polyethylene End Section: _____ and _____ Dollars _____ Cents		
603.82208	LF	40	8" PE Pipe (Type S): _____ and _____ Dollars _____ Cents		
604.51	LF	5	Reconstructing/Adjusting Sewer Manholes: _____ and _____ Dollars _____ Cents		
618.61	\$	1,000	Uniformed Officers with Vehicle: _____ and _____ Dollars _____ Cents		
618.7	HR	200	Flaggers: _____ and _____ Dollars _____ Cents		

ITEM (*)	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	EXTENDED TOTAL
619.1	U	1	Maintenance of Traffic: _____ and _____ Dollars _____ Cents		
628.2	LF	50	Sawed Bituminous Pavement: _____ and _____ Dollars _____ Cents		
641.	CY	660	Loam: _____ and _____ Dollars _____ Cents		
643.21	LB	1,070	Fertilizer for Refertilization: _____ and _____ Dollars _____ Cents		
644.21	LB	120	Scrub/Shrub Wetland Seed Mix: _____ and _____ Dollars _____ Cents		
644.95	EA	6	Wildflower Area Signs: _____ and _____ Dollars _____ Cents		
645.3	TON	190	Erosion Stone: _____ and _____ Dollars _____ Cents		

ITEM (*)	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	EXTENDED TOTAL
645.512	LF	11,520	Compost Sock for Perimeter Berm: _____ and _____ Dollars _____ Cents		
645.52	LB	110	Ryegrass for Temporary Erosion Control: _____ and _____ Dollars _____ Cents		
645.531	LF	11,520	Silt Fence: _____ and _____ Dollars _____ Cents		
645.7	U	1	Storm Water Pollution Prevention Plan: _____ and _____ Dollars _____ Cents		
645.71	HR	80	Monitoring SWPPP and Erosion and Sediment Controls: _____ and _____ Dollars _____ Cents		
646.31	SY	5,950	Turf Establishment with Mulch and Tackifiers: _____ and _____ Dollars _____ Cents		

ITEM (*)	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	EXTENDED TOTAL
670.5905	U	1	Wooden Pedestrian Bridge: _____ and _____ Dollars _____ Cents		
692.	U	1	Mobilization: _____ and _____ Dollars _____ Cents		
697.11	U	1	Invasive Species Control and Management Plan: _____ and _____ Dollars _____ Cents		
699.	\$	10,000	Miscellaneous Temporary Erosion and Sediment Control: _____ and _____ Dollars _____ Cents	\$10,000	Ten thousand dollars
1008.51	\$	10,000	Alterations and Additions as Needed – Landscaping Treatments: _____ and _____ Dollars _____ Cents	\$10,000	Ten thousand dollars

**BID SUBTOTAL:** \_\_\_\_\_  
(NUMERALS)

**BID SUBTOTAL:** \_\_\_\_\_  
(WRITE OUT IN WORDS)

**DATE SUBMITTED:** \_\_\_\_\_

**RESPECTFULLY SUBMITTED:** \_\_\_\_\_

**Please print bidder / Contractor's Name**

**Print Representative's Name and Title** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Street Address** \_\_\_\_\_

**City, State and Zip Code** \_\_\_\_\_

**Telephone Number(s)** \_\_\_\_\_

**E – Mail Address** \_\_\_\_\_

Person signing proposal shall be a person in the company with signing authority by the submitting firm, authorized to sign a contract with the Town of Hanover, New Hampshire.

**Bidder acknowledges receipt of following addenda:** \_\_\_\_\_

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <b>[Full formal name of Bidder]</b> Address ( <i>principal place of business</i> ): <b>[Address of Bidder's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address ( <i>principal place of business</i> ): <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>[Full formal name of Owner]</b> Address ( <i>principal place of business</i> ): <b>[Address of Owner's principal place of business]</b>	<b>Bid</b> Project ( <i>name and location</i> ): <b>[Owner project/contract name, and location of the project]</b>  Bid Due Date: <b>[Enter date bid is due]</b>
<b>Bond</b> Penal Sum: <b>[Amount]</b> Date of Bond: <b>[Date]</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b>  _____ <small>(Full formal name of Bidder)</small>	<b>Surety</b>  _____ <small>(Full formal name of Surety) (corporate seal)</small>
By: _____ <small>(Signature)</small>	By: _____ <small>(Signature) (Attach Power of Attorney)</small>
Name: _____ <small>(Printed or typed)</small>	Name: _____ <small>(Printed or typed)</small>
Title: _____	Title: _____
Attest: _____ <small>(Signature)</small>	Attest: _____ <small>(Signature)</small>
Name: _____ <small>(Printed or typed)</small>	Name: _____ <small>(Printed or typed)</small>
Title: _____	Title: _____
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

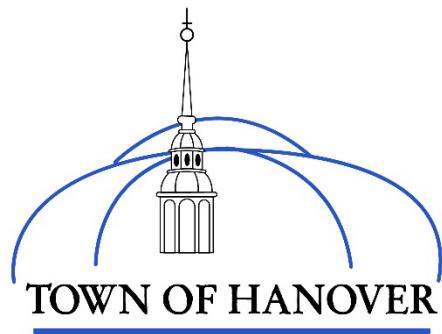
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of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

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EJCDC® C-430, Bid Bond Penal Sum Form 2018.

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**GENERAL CONDITIONS  
FOR THE  
GIRL BROOK TRAIL REHABILITATION  
Hanover, NH**



**October 2025**

**Prepared by:**

**TOWN OF HANOVER, NEW HAMPSHIRE  
CONSULTING ENGINEER:  
STANTEC CONSULTING SERVICES, INC.**

**DPW  
194 Lebanon Street  
Hanover, NH 03755**

# General

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## ARTICLE 1 – DEFINITIONS

- 1.1 **Acceptance**. The formal written acceptance by the Town and the Contractor of the contract work and Contract Documents
- 1.2 **Addendum (addenda)**. Revisions to the Town's Request for Proposals ("RFP") developed after advertisement of the RFP and before opening Bids.
- 1.3 **Advertisement**. A public announcement, inviting proposals or bids for work to be performed or materials to be furnished.
- 1.4 **Agreement**. The written instrument between the Town and Contractor which together with these Terms and Conditions and Items #1 to #6.
- 1.5 **Approved Material**. Materials proposed in a bid accepted by the Town or substitute materials approved by both parties in writing in a Change Order.
- 1.6 **Award** The acceptance of a proposal by the Town.
- 1.7 **Bid**. The offer of a Bidder submitted on the prescribed form setting forth the materials, prices and the conditions for the Work to be performed.
- 1.8 **Bidder**. The individual, partnership, firm, corporation, or any combination thereof, or joint venture, submitting a Bid in accordance with the bidding requirements.
- 1.9 **Bidding Requirements**. The advertisement or invitation to Bid or Proposal, instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.
- 1.10 **Change Order**. A document, prepared and signed by the Contractor and Town authorizing changes in the accepted plans as to materials, scope or timing and establishing the basis of payment and time adjustments for the Work affected by the changes.
- 1.11 **Completion**. Completion of the Project occurs when the Contractor has completed all work required by the Contract and has satisfactorily executed and delivered to the Town all documents, certificates and proofs of compliance required by the Contract.
- 1.12 **Contract**. The written agreement between the Town and the Contractor including the Agreement, Terms and Conditions and Items #1-#6 setting forth the obligations of the parties, including, but not limited to the performance of the Work and the basis of payment.
- 1.13 **Contract Bonds**: The approved form of security including a Performance Bond and a Labor and Materials Payment Bond executed by the Contractor and his Surety or Sureties, guaranteeing complete execution of the Contract and all supplemental agreements pertaining thereto, including the payment of all legal debts pertaining to the construction of the project.

1.14 **Contract Administrator.** The Town Manager or Representative of the Town having direct supervision of the administration of the Contract.

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

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

1.17 **Contractor.** The individual or entity with whom the Town has entered into Agreement.

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

1.19 **Extra Work.** Work performed by the Contractor at the direction of, and with the written agreement of the Town that was not originally specified in the Contract, but found essential to the satisfactory completion of the project.

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

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

1.22 **Project.** The scope of work set forth in the RFP specific section(s) of the Municipal facilities together with all appurtenances to be constructed under the Contract.

1.23 **Proposal Form.** The prescribed form on which the Town requires the Bid be submitted.

1.24 **Site.** The location of the Project where work will be performed.

1.25 **Solid Waste.** Shall mean material as defined by RSA 149-M.

1.26 **Subcontractor.** An entity with specific skill hired by the Contractor to perform some portion of the scope of work described in the Contract.

1.27 **Surety.** The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

1.28 **Traffic Control Plan (TCP).** A document included in the Contract which gives the Contractor specific requirements and procedures for controlling traffic during the course of construction. It also allows the Contractor to submit for approval variations of such plan.

1.29 **Working Drawings.** Water diversion, structure plans, plans of precast elements to be designed by the Contractor, shop fabrication drawings, erection plans, falsework plans, temporary support systems, bending diagrams when required for reinforcing steel,

scaffolding plans and bridge analysis, detour plans, sign structure plans, traffic signal poles and mast arm plans, Storm water Pollution Prevention Plan (SWPPP), erosion control plans, or any other supplementary plans or similar data required of the Contractor to control the Work and its prosecution.

## **ARTICLE 2 - PRELIMINARY MATTERS**

### **2.1 DELIVERY OF BONDS AND EVIDENCE OF INSURANCE**

- 2.1.1** Concurrent with the execution of the Construction Contract, and prior to starting work the Contractor shall deliver to the Town certification that it has obtained a Performance Bond and Payment Bond, each for the full cost of the project as required at paragraph 6.18.2.
- 2.1.2** Prior to the start of Work, the Contractor shall deliver to the Town proof of insurance as required under the Contract including but not limited to certificates of insurance naming the Town and its agents/consultants and or volunteers as additional insureds on a primary non-contributory basis. The Contractor shall have a continuing duty to maintain such insurance through the completion of the project and to notify the Town of any change to coverage.

### **2.2 HAZARDOUS MATERIALS**

- 2.2.1** The Contractor shall be responsible for complying with all local, state and federal laws and regulations relating to handling and remediating hazardous materials, including but not limited to lead in paint which may be encountered during the project either at the project site or otherwise. The health and safety of employees, the general public, and the potential of damage to the overall environment is possible if hazardous materials are not recognized, reported, and the appropriate action taken to dispose of, remove from the site, or otherwise contain the possible contaminants and Contractor will be responsibility for safety surrounding hazardous materials and for maintaining sufficient insurance to cover it obligations under this contract including but not limited to indemnification of the Town.
  - a.** State law requires that all individuals and business entities performing lead hazard reduction activities shall be licensed or certified, as applicable, in accordance with RSA 130-A. Contractor shall ensure that all persons required to be licensed or certified will be prior to any work on the site, including any subcontractors who will be doing work requiring certification.
  - b.** Contractor shall also ensure compliance with RSA 141-E, Asbestos Management and Control RSA 147-A, Hazardous Waste Management, and RSA 149-M, Solid Waste Management identify the major areas of concern. Parts Env-Wm 100-110, Env-Wm 101-300, 2100-3700, and Env-Wm 3900 of the New Hampshire Code of Administrative Rules identify various contaminants related to hazardous waste, solid waste, solid waste and asbestos and their management, respectively.
- 2.2.2** Disposition of the hazardous material or toxic waste shall be made under the requirements and regulations of the Department of Environmental Services. Work required to dispose of these materials shall be performed as part of this Contract by the Contractor.

### **2.3 COMMENCEMENT OF CONTRACT TIMES**

- 2.3.1** Execution and Approval of Contract. A signed Contract, together with both required the Contract Bonds, and certificate of insurance, must be executed by the parties within 10 days of the date of issuance of the Notice of Award. The Contract will not be considered approved until it has been fully executed by all of the parties to the Contract.
- 2.3.2** Failure to Execute Contract. If the successful bidder fails to execute a Contract and file acceptable bonds and demonstrate insurance within 10 days from the date of Notice of acceptance of Award, the Municipalities may cancel the notice of award and the Contract may then be awarded to the next qualified responsible bidder or the Work may be readvertised.
- 2.3.3** Contract Time/Notice to Proceed. Contractor may begin work on the date specified in the Notice to Proceed but no later than June 1, 2024. No work may be done by Contractor prior to the date specified in the Notice to Proceed.

### **2.4 BEFORE CONSTRUCTION BEGINS**

- 2.4.1** Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to The Town any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from The Town before proceeding with any Work affected thereby.
- 2.4.2** A preconstruction conference shall be held between the Town and the Contractor prior to the Work commencing at which time the Contractor shall submit to the Town a Progress Schedule outlining the intended schedule of the Work. All parties of interest including but not limited to utilities, Municipal officials, sub- contractors, etc. shall be invited to attend.

## **ARTICLE 3 - CONTRACT DOCUMENTS**

- 3.1** The Contract consists of the Agreement between the Parties, these Terms and Conditions, Project Requirements, Technical Specifications, Plans, and Items #1 to #6. All are essential parts of the Contract and should be read together to create all obligations of the parties.
- 3.2** Any inconsistency between the description of scope or other terms set forth in the RFP and the bid documents shall be resolved in favor of the description in the RFP. Clarifications and/or interpretations of the Contract Documents shall be at the sole discretion of the Town Manager. All requests by the Contractor for same shall be made in writing to the Town Manager. Disagreements the parties cannot resolve through open communication in good faith will be subject to mediation prior to filing a claim described more fully below at paragraph 10.2 "Dispute Resolution."

## **ARTICLE 4 - SUSPENSION / TERMINATION /REMEDY OF SELF HELP**

- 4.1** The Town may terminate or suspend this Agreement at any time for any reason whatsoever to interrupt or terminate any part of or all of the work required of the Contractor under this Agreement, with a fifteen (15) day written notice of such interruption or termination transmitted to the Contractor by the Town.

- 4.2 If this Agreement is terminated by the Town for cause, which shall be defined as a failure to perform any obligation of this Contract, violation of any state or federal law or regulation, or failure to meet the standard of care, Town shall provide notice that all work by Contractor cease immediately upon such notice.
- 4.3 In the event of termination of any part of or all of this Agreement without fault on the part of Contractor, Contractor shall be entitled to compensation for all work performed and materials installed or purchased for the project to the date of the Notice of Termination and pursuant to this Agreement. The Town shall retain ownership of any materials it pays for.
- 4.4 Contractor may suspend work on the project in the event any payment under this contract is not made within thirty (30) days of invoice until such payment is made unless the Town has timely provided notice that it is disputing some or all of an invoiced amount. If undisputed amounts are not paid, after notice and opportunity to cure. Contractor may terminate this Agreement for cause with fifteen (15) days prior written notice to Town. Cause shall be defined as failure to perform any obligation under this Agreement. Failure of Town to make payments for undisputed charges when due shall be cause for suspension of services or, ultimately, termination, unless and until Contractor has been paid in full all amounts due for services, expenses, and other related charges.
- 4.5 In case of suspension of the Work from any cause, the Contractor is responsible for preventing damage to the Project and the Site.
- 4.6 **REMEDIES: MUNICIPALITIES RIGHT TO CORRECT DEFECTIVE WORK:** If after notice and the opportunity to cure, Contractor fails to correct defective work, the Town may elect, in addition to any other remedies available at law, to notify surety of the performance bond and to make any repair or remediation itself or with others hired for that purpose. The Town may seek compensation for the costs incurred in exercising self-help remedies either by set off against the contract price, by direct compensation from Contractor or through the performance bond.

## **ARTICLE 5 - CHANGES IN THE WORK**

- 5.1 **DIFFERING SITE CONDITIONS**
  - 5.1.1 If differing site conditions are encountered at the work site, the Contractor shall promptly notify the Town in writing. No further disturbance of the site or performance of the affected work is to be done after the alleged differing site conditions are noted unless directed by the Town. If the Town determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly.
  - 5.1.2 After receipt of written notice as required by paragraph 5.1.1, The Town will promptly review the pertinent condition, determine the necessity of obtaining additional exploration or tests with respect thereto, and provide in writing its conclusions.

## 5.2 CHANGES IN CHARACTER OF WORK

The Town reserves the right to provide written notice to the Contractor at any time during the Contract to change either an item, quantities of an item or make other alterations considered necessary to satisfactorily complete the Contract. Such changes in quantities and alterations do not invalidate the Contract nor release the Contract Surety. If the directed changes require additional time to complete the Contract, adjustments in the Contract Time shall be determined by the Town. If the directed changes require adjustments to the contract price such changes will be negotiated and a revised schedule or cost will be reflected in a change order. The basis of the Contract adjustment shall be agreed upon before the performance of the Work is started.

## ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES.

6.1 The Contractor shall comply with all Federal, State, and local laws and regulations controlling pollution of the environment and remediation of hazardous materials or waste. Contractor shall protect, indemnify, save and hold harmless Town, its officers, directors, partners, employees, agents and representatives, ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to payment of reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of Contractor's mishandling or hazardous materials or waste, or failure to comply with federal, state or local laws and regulation controlling pollution or contamination.

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

## 6.3 SUPERVISION OF WORK

6.3.1 Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.3.2 At all times during the progress of the Work, Contractor shall assign a competent resident superintendent thereto who shall not be replaced without written notice to

Municipalities except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

#### **6.4 LABOR**

- 6.4.1** Contractor shall provide competent, suitably qualified and certified personnel to perform the Work as required by the Contract Documents and shall maintain order such as to safeguard Town personnel and property. Contractor, its officials, employees, agents and subcontractors shall comply with Town policies prohibiting harassment and discrimination.
- 6.4.2** Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular daytime working hours.

#### **6.5 SERVICES, MATERIALS, AND EQUIPMENT**

- 6.5.1** Unless otherwise specified in the General Requirements, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- 6.5.2** All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be new and of good quality. If required by TOWN, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

#### **6.6 SCHEDULE OF WORK**

- 6.6.1** Contractor shall adhere to the progress schedule established in accordance with Article 2.4.3 as it may be adjusted from time to time as provided below.
  - 6.6.1.1** Contractor shall submit to the Town Manager for acceptance proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.
  - 6.6.1.2** Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 2. Such adjustments may only be made upon written approval by the Town Manager or representative.

#### **6.7 SUBSTITUTES**

- 6.7.1** Whenever material or equipment is specified or described in the Contract

Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the Contract explicitly prohibits substitutions, substitution for a material or equipment of equal or greater quality is permitted at the discretion of the Town Manager. No substitution may be made without approval by the Town Manager and approval is required prior to installation or use of the substitution.

**6.7.2 Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

## **6.8 USE OF SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

**6.8.1** Contractor must specify in the bid documents their intention to subcontract some or all of the Work and specify the individual or company to whom the work will be subcontracted. The Town shall have the option to reject any subcontractor that is disbarred by the State of New Hampshire or that the Town can demonstrate is unqualified. Contractor shall not employ any Subcontractor, against whom the Town presents a reasonable objection.

**6.8.2** If conditions arise during the performance of the Work that require the expertise the Contractor shall immediately inform the Town who shall be permitted to review the proposed need to subcontract work and the subcontractor Contractor proposed. Town shall have a reasonable time to review the submission but such review shall not cause unreasonable delay.

**6.8.3** No approval by the Town of any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the Town to reject defective Work.

**6.8.4** Contractor shall execute a written contract with each of its subcontractors that requires subcontractors to meet the same obligations as Contractor has to the Town in these Contract Documents, including but not limited to requirements to maintain insurance and in the same amounts as Contractor is required to maintain under this Contract, and to indemnify and hold harmless the Town. The Town will not contract directly with subcontractors. Contractor shall be responsible for all acts and omissions of the Subcontractors.

**6.8.5** The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work.

**6.9 PATENT FEES AND ROYALTIES:** Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. To the fullest extent permitted by law Contractor shall indemnify and hold harmless the Town, its, officers, directors, partners, employees or agents, ("Indemnified Parties") against all claims, costs, losses, and damages (including but not limited to attorney fees and fees of other professionals arising out of or relating to Contractor's infringement of any patent rights or copyrights incident to the use of any design, process, or product in the performance of the Work.

**6.10 PERMITS:** Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses needed to complete the Project. The Town will assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall be responsible for ensuring all personnel are licensed or certified as required by law to perform the Work. Municipalities shall pay all charges of utility owners for connections providing permanent service to the Work.

**6.11 USE OF SITE AND OTHER AREAS**

- 6.11.1 Limitation on Use of Site and Other Areas:** Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by the Town.
- 6.11.2** During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- 6.11.3** Prior to Substantial Completion of the Work Contractor shall clean the Site and make it ready for utilization by the Town. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- 6.11.4** Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**6.12 RECORD DOCUMENTS**

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

**6.13 SAFETY**

- 6.13.1** Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all persons on the Site or who may be affected by the Work; all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees structures, utilities, and Underground Facilities not designated-for removal, relocation, or replacement in the course of construction. The contractor shall comply fully with New Hampshire State RSA 277:5 – an Occupational Safety and Health Administration Certification.

6.13.2 Contractor shall erect and maintain all necessary safeguards to keep unauthorized persons from the Site while performing the Work under this contract. Contractor shall notify The Town if adjacent property or any utilities may be affected by the Project.

#### 6.14 SAFETY AT THE SITE

6.14.1 Safety Representative: Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be maintaining safety protocols and compliance with federal and state laws regarding workplace safety.

6.14.2 Hazard Communication Programs Contractor shall be responsible for coordinating exchange of material safety data sheets or other hazard communication information required to be made available to employees at the Site in accordance with Laws or Regulations. Contractor shall communicate any safety concerns to the Town promptly and shall cooperate with the Town as needed. The Town will designate a representative who will be the contact for Contractor in the case of emergencies.

#### 6.15 SHOP DRAWINGS AND SAMPLES

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

6.15.2 Upon request by the Town, Contractor shall submit samples of any materials proposed for use on the Project. Each Sample will be identified clearly as to material, supplier, pertinent data such as catalog numbers, and the use for which intended, and otherwise as The Town may require to enable The Town to review the submittal for its approval. Contractor shall bear the cost of work performed prior to the Town's review and approval of substitutions or materials outside those proposed in the bid documents.

#### 6.15.3 Contractor Submittal Procedures

6.15.3.1 Contractor shall ensure that all shop drawings or samples submitted are stamped and have accurate and detailed field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information and include all materials intended for use on the Project as well as all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs.

6.15.3.2 Prior to submittal, contractor shall review and coordinate each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

**6.15.3.3.** At the time of each submittal, Contractor shall give The Town specific written notice of any variations in the Shop Drawings or Samples have from the requirements of the Contract Documents and have a specific notation on each Shop Drawing/ Sample submitted to The Town for review and approval of each such variation.

**6.15.4 The Town's Review**

**6.15.4.1** The Town will review submittals only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project.

**6.15.4.2** The Town's review and approval of Shop Drawings/ Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called The Town's attention to each such variation at the time of each submittal as required by paragraph 6.19.5 and The Town has given written approval of each such variation by specific written notation. nor will any approval by The Town relieve Contractor from responsibility for complying with the requirements of paragraph 6.19.5.

**6.15.5 Resubmittal Procedures:** Contractor shall make any corrections required by The Town and shall return the required number of corrected copies of Shop Drawings and submit any new samples required for review and approval. Contractor is responsible for noting any additional revisions beyond those specifically required by the Town on previous submittals.

**6.16 GENERAL WARRANTY AND GUARANTEE:** Contractor shall warrant and guarantee that all Work will be in accordance with the Contract Documents and meet industry quality standards. Contractor shall guarantee the Work for twenty-four months following completion of the work and acceptance by the Town.

**6.17 INDEMNIFICATION:**

The Contractor releases the TOWN of HANOVER from, agrees that the TOWN of HANOVER shall not be liable for and indemnifies the TOWN of HANOVER against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the TOWN of HANOVER arising, directly or indirectly in whole or in part, out of the negligence or willful act or omission of the Contractor, its agents or anyone who is directly employed in connection with (i) this Agreement or (ii) the project, including the construction of the project and the maintenance, repair and replacement of any improvements which the Contractor is required to undertake pursuant to this Agreement or any permit or approval, provided that, such release or indemnification shall not apply to any actions or claims brought as a result of any material breach of this Agreement, willful misconduct or fraudulent action of the [Member].

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the TOWN of HANOVER in respect of which indemnity may be sought hereunder, the person seeking indemnity promptly shall give notice of that action or proceeding to the Contractor, and the Contractor upon receipt of that notice shall have the obligation and the

right to assume the defense of the action or proceeding.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

The TOWN of HANOVER shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

## **6.18 Insurance and Bond**

### **6.18.1 INSURANCE:**

CONTRACTOR shall maintain during the term of the agreement insurance coverage that meets or exceeds the TOWNs' requirements and provide a Certificate of insurance naming the TOWN of Hanover as additional insured at the following levels:

a) General (Comprehensive) Liability of such insurance shall be as follows:

Bodily Injury or Death - Each Person	\$ 2,000,000
Bodily Injury or Death - Each Accident	\$ 2,000,000
Property Damage - Each Accident	\$ 500,000
Aggregate	\$ 5,000,000

b) Automobile and Truck Liability

Bodily Injury or Death - Each Person	\$ 1,000,000
Bodily Injury or Death - Each Accident	\$ 1,000,000
Property Damage - Each Accident	\$ 1,000,000
Aggregate	\$ 2,000,000

c) Owner's Protective Liability

Bodily Injury (each occurrence)	\$ 2,000,000
Property Damage, including Explosion, Collapse and Underground Coverage - each occurrence	\$ 2,000,000
Aggregate	\$ 5,000,000

d) SUBCONTRACTORs General Liability

Each Occurrence	\$ 2,000,000
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Aggregate	\$ 5,000,000
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e) Workmen's Compensation

The CONTRACTOR shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work, the CONTRACTOR shall require the SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the CONTRACTOR shall provide and shall cause each SUBCONTRACTOR to provide adequate employer's liability insurance for the protection of his employees that are not otherwise protected.

To the extent Contractor uses the services of architect, engineer, surveyor or any other industry professional, all such professionals, in addition to the general liability and automobile liability coverages described above, must carry professional liability or errors and omissions insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such professionals shall name the Town and its officials, agents, volunteers and employees additional insureds on the general liability and automobile coverages by certificate and amendatory endorsement.

#### **6.18.2 BONDS:**

**6.18.2.1 PAYMENT BOND:** CONTRACTOR shall, in compliance with RSA 477:16, obtain as a condition precedent to the execution of the Agreement, a payment bond in an amount equal to at least 100 percent of the contract price, conditioned upon the payment by the contractors and subcontractors for all labor performed or furnished, for all equipment hired, including trucks, for all material used and for fuels, lubricants, power, tools, hardware and supplies purchased by said principal 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.

**6.18.2.2 PERFORMANCE BOND:** CONTRACTOR shall, obtain as a condition precedent to the execution of this Agreement, a performance bond in an amount equal to at least 100 percent of the contract price conditioned upon the successful completion of all terms of this Agreement and acceptance by the Town of the Work.

### **ARTICLE 7 - TESTS AND INSPECTIONS**

**7.1** Contractor notify the Town when it has reached any stage of the process requiring inspection or regulatory approval, including but not limited to substantial completion of the Work and shall cooperate with inspection and testing personnel designated by Town to facilitate required inspections or tests.

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

7.3 The Town shall employ and pay for the services of any additional independent testing laboratory required to perform inspections, tests, or approvals to confirm the Work is in compliance with all specifications in the RFP and with all relevant State or Federal laws and regulations.

7.4 The Town may visit to the Site at intervals appropriate to the various stages of construction as The Town deems necessary in order to observe the progress that has been made and the quality of the various aspects of CONTRACTOR'S executed Work. The Town's observations of progress shall not constitute inspection or acceptance of the work or certification of CONTRACTOR'S compliance with contract terms

7.5 If any Work (or the work of others) that is to be inspected, tested, or approved is covered up by Contractor without written concurrence of The Town, it must, if requested by The Town, be uncovered for observation. The cost of uncovering work that was covered without the Town's concurrence may be at Contractor's expense.

## **ARTICLE 8 - CONTROL OF THE WORK**

### **8.1 QUALITY ASSURANCE/QUALITY CONTROL**

- 8.1.1** The CONTRACTOR shall be responsible for assuring that all work and materials, complete and in-place, meet or exceed the standards of quality specified or implied in the Contract Documents.
- 8.1.2** The TOWN will employ an independent testing agency to conduct construction quality control testing for earthwork and cast-in-place concrete, if deems necessary. The Town will provide the Agency name and contact person upon Notice to Proceed.
- 8.1.3** The CONTRACTOR shall adhere to general testing and quality control requirements as defined by the Town.
- 8.1.4** Contractor shall
  - 8.2.4.1** Schedule and coordinate all testing and inspections and notify the testing agency and the Town sufficiently in advance of operations to allow for the proper assignment of personnel and scheduling of tests.
  - 8.1.4.2** Cooperate with testing agency and the Town and provide access to the work for testing. If any Work is covered prior to testing or inspection or contrary to the Town's it must be uncovered for observation and replaced at Contractor's expense.
  - 8.1.4.3** Provide representative samples of materials to be tested, in required quantities.
  - 8.1.4.4** Provide access to the work to be tested; obtain and handle samples at the site; facilitate inspections and testing of samples.
  - 8.1.4.5** Assure that required inspection, sampling and testing has been conducted prior to commencement of any work which would alter or cover the work to be inspected, sampled and/or tested.
- 8.1.5** In the event that quality control testing or inspection reveals materials or Work that does not meet Contract requirements, the CONTRACTOR shall, at his sole expense, undertake remedial work and/or repeat testing to the satisfaction of the Town.

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

## **8.2 ACCEPTANCE OF DEFECTIVE WORK**

The Town may at any time accept defective work without waiving its right to reject later defective work or seek damages resulting from the defective work. If the Town accepts defective work prior to Engineer's recommendation of final payment, a Change Order may be used to document the parties' agreement to the change and any agreed upon reduction in cost or other remedy.

# **ARTICLE 9 PAYMENT TO CONTRACTOR AND COMPLETION**

## **9.1 Payment Terms**

- 9.1.1** The CONTRACTOR shall bill OWNER on a monthly basis with each invoice being issued on or after the first of each month for the actual quantities put in place and WORK provided and accepted by the OWNER.
- 9.1.2** The OWNER shall pay within 30 days following receipt of an invoice.
- 9.1.3** The TOWN is exempt from the state's sales and use tax as well as all federal excise taxes.
- 9.1.4** Should any items contained in the bid form be found unnecessary for the completion of the WORK, the OWNER may eliminate such items from the AGREEMENT, and such action shall in no way invalidate the AGREEMENT, and OWNER shall not be required to pay CONTRACTOR for such WORK that is not actually performed or that is otherwise eliminated.
- 9.1.5** The OWNER may increase or decrease the quantities of items included in the Bid based upon actual numbers of units and price.
- 9.1.6** Final Payment will be due when the CONTRACTOR has completed all WORK, the CONTRACTOR has submitted all required paperwork, and the quality of the WORK is determined by the OWNER to be in accordance with the Agreement (subject to tests required under these contract documents).

**9.2** Contractor shall notify the Town in writing that the entire Work is substantially complete and request that Owner issue a certificate of Substantial Completion.

**9.3** **FINAL INSPECTION** Town or the Town's representative shall perform a final inspection upon written notice from Contractor that the entire Work or an agreed portion thereof is complete. The Municipalities and Contractor shall attend the inspection and the Owner, shall promptly notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

## **9.4 ACCEPTANCE OF WORK BY TOWN**

Town will give written notice to the Contractor that the Work is acceptable once the Town is satisfied that the Work has been completed and all obligations under the Contract Documents have been fulfilled. If the Town is not satisfied that all obligations have been met the Town will return the Application for Payment to

Contractor, indicating in writing the reasons for refusing to accept the Work as complete and Contractor shall make the necessary corrections and resubmit the Application for Payment.

**9.5 FINAL PAYMENT:** Final payment shall be made to the Contractor after Contractor has satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, certificates of inspection, marked-up record documents, and other documents. If the dimensions of any portion of the Work or the quantity of any item is revised, and the revision results in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions or the quantity

## **ARTICLE 10 – MISCELLANEOUS**

**10.1 Independent Contractor & Disclaimer of Joint Venture, Partnership, and Agency**

**10.1.1 Independent Contractor:** Contractor's relationship with the Town under this Agreement shall be that of an independent contractor. The employees, procedures, equipment and facilities used by Contractor shall at all times, be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Contractor, or any of its employees, agents or subcontractors, as employees, agents, joint ventures or partners of the Town. Contractor's principals, officers, agents, employees, personnel, contractors and subcontractors are not employees or agents of Town within the meaning or application of any federal, state or local law, rule or regulation, including without limitation, laws rules and regulations regarding or related to unemployment benefits, workers' compensation, labor, or taxes of any kind. Contractor shall assume sole and exclusive responsibility for the payment of wages and all applicable taxes and insurance for its employees and shall require the same of any contractor or subcontractor it retains in connection with this Agreement. Contractor shall protect indemnify, safe and hold harmless Town from any third-party claims stemming from the subject of this paragraph.

**10.1.2 Disclaimer of Joint Venture, Partnership, and Agency:** This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party unless explicitly contracted to do so.

**10.2 DISPUTE RESOLUTION**

The Town and Contractor agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to non-binding mediation.

Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the damages claimed. A mediator shall be selected jointly by the Town and Contractor and mediation will take place within forty-five (45) days of the notice to mediate.

No action or suit shall be commenced unless mediation has occurred and did not settle the dispute or unless a statute of limitation period would expire if suit were not filed prior to expiration of the forty-five (45) day notice required under paragraph B above.

Disputes not resolved through mediation may be submitted to a court of competent jurisdiction in the State of New Hampshire.

### **10.3 WRITTEN NOTICE**

- 10.3.1** When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- 10.3.2** Any notice required pursuant to this contract shall be deemed adequate when sent to the recipient by email to the representative of either party listed below or by certified mail, return receipt requested.

FOR TOWN :

Christina Hall

Deputy Director of Engineering and Utilities

194 Lebanon Street

Hanover, NH 03755

[Christina.Hall@hanovernh.org](mailto:Christina.Hall@hanovernh.org)

603-640-3384

FOR CONTRACTOR:

[NAME]

[ADDRESS 1]

[ADDRESS 2]

[Email]

[Phone]

**10.4 SEVERABILITY:** If any of the terms and conditions of this agreement are deemed unenforceable or invalid, in whole or in part, by judgment or order of a court, that shall not affect the remaining terms and conditions of the Agreement and they shall remain in full force and effect.

**10.5 WAIVER OF PROVISIONS:** Non-enforcement of any provision of this Agreement by the Town or CONTRACTOR shall not constitute a waiver of that provision; and non-enforcement shall not prohibit subsequent enforcement of the provision or any other provision of the Agreement.

**10.6 GOVERNING LAW JURISDICTION AND VENUE:** This Agreement shall be administered and interpreted under the laws of the State of New Hampshire. Jurisdiction of litigation arising from the Agreement, if any, shall be in the State of New Hampshire, County of Grafton, regardless of Contractor's corporate office location or location where Contractor performs services for the Town.

**10.7 ENTIRE AGREEMENT:** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**10.8 CUMULATIVE REMEDIES:** The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply. If there is a discrepancy between the general conditions and Item #1 Invitation to Bid, Project Requirements, Technical specification, and Appendices, Item #1 will govern.

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

## NOTICE OF AWARD

Dated \_\_\_\_\_, 2025

TO: \_\_\_\_\_  
(BIDDER)

ADDRESS: \_\_\_\_\_

OWNER'S PROJECT NO: \_\_\_\_\_

**PROJECT: TOWN OF HANOVER - GIRL BROOK TRAIL REHABILITATION**

OWNER'S CONTRACT NO \_\_\_\_\_

---

**CONTRACT FOR: TOWN OF HANOVER - GIRL BROOK TRAIL REHABILITATION**

---

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

Town of Hanover - Girl Brook Trail Rehabilitation

---

---

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

The Contract Price of your contract is

Dollars (\$ \_\_\_\_\_).

2 copies of each of the proposed Form of Agreement, and Performance and Payment Bond forms accompany this Notice of Award.

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

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

3. (List other conditions precedent).
4. List of suppliers
5. Performance and Payment Bonds (1 copy)
6. Insurance Certificates (1 copy) - Please note that in accordance with General Condition 2.1.2 of the Contract Documents, the Municipality must be named as additional insureds.

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

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

Town of Hanover  
(OWNER)

**By** \_\_\_\_\_  
(Authorized Signature)

(TITLE)

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By

Bv

Title \_\_\_\_\_  
(Use Certified Mail, Return Receipt Requested)

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** that

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto  
Town of Hanover, NH

---

(Name of Owner)

---

41 South Main Street Hanover, NH 03755

---

(Address of Owner)

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

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

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

TOWN OF HANOVER - GIRL BROOK TRAIL REHABILITATION

---

Hanover, NH

---

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,  
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any  
extension thereof which may be granted by the **OWNER**, with or without notice to the Surety and during the  
two year guaranty period, and if the PRINCIPAL shall satisfy all claims and demands incurred under such  
contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it  
may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense  
which the **OWNER** may incur in making good any default, then this obligation shall be void: otherwise to  
remain in full force and effect. PROVIDED, FURTHER, that the said surety, for value received hereby  
stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract

or to WORK to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the WORK or to the specifications.

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

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

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

**ATTEST:**

By: \_\_\_\_\_  
(Principal) Secretary  
**(SEAL)**

BY \_\_\_\_\_  
Principal

(Address)

By: \_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_

(Address)

\_\_\_\_\_

(Surety)

**ATTEST:**

BY

Attorney - in - Fact

By  
Witness as to Surety

(Address)

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

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

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS:** that

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

---

Town of Hanover, NH

---

(Name of Owner)

---

41 South Main Street Hanover, NH 03755

---

(Address of Owner)

hereinafter called **OWNER** and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of: TOWN OF HANOVER - GIRL BROOK TRAIL REHABILITATION

---

Hanover, NH

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and for all labor cost incurred in such **WORK** including that be a subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

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

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

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

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

**PROVIDED FURTHER**, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. **IN WITNESS WHEREOF**, this instrument is executed in \_\_\_\_\_ counterparts, each one of  
(number)

which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**ATTEST:**

By: \_\_\_\_\_  
(Principal) Secretary  
**(SEAL)**

Principal

By: \_\_\_\_\_  
Witness as to Principal  
\_\_\_\_\_  
(Address)

BY \_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

**ATTEST:**

By

Witness as to Surety

BY

Attorney - in - Fact

(Address)

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

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

## NOTICE TO PROCEED

To:

Date:

Project: Town of Hanover - Girl Brook Trail Rehabilitation

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2\_\_\_\_\_, on or before \_\_\_\_\_.

The Contract provides for an assessment of the sum of \$800 as liquidated damages for each consecutive calendar day after the established Contract commencement date that the WORK has not commenced. Liquidated damages also pertain to nonperformance of the contract and incomplete work and every day over the 8 weeks, the tank is decommissioned.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(Owner)  
By \_\_\_\_\_  
Title \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED  
is hereby acknowledged by

\_\_\_\_\_  
this the \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:  
Engineer:  
Contractor:  
Project:  
Contract Name:

Owner's Project No.:  
Engineer's Project No.:  
Contractor's Project No.:

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

**[Describe the portion of the work for which Certificate of Substantial Completion is issued]**

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

**[List amendments to Owner's Responsibilities]**

Amendments to Contractor's Responsibilities:  None  As follows:

**[List amendments to Contractor's Responsibilities]**

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

**[List attachments such as punch list; other documents]**

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

Engineer

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

---

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

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## NOTICE OF ACCEPTABILITY OF WORK

Owner: Owner's Project No.:  
Engineer: Engineer's Project No.:  
Contractor: Contractor's Project No.:  
Project:  
Contract Name:  
Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

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## SECTION 00640

**CONTRACTOR'S AFFIDAVIT THAT ALL LIENS  
AND CLAIMS HAVE BEEN PAID**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says:

1. That he resides at \_\_\_\_\_
2. That he is the \_\_\_\_\_ of \_\_\_\_\_, the Corporation which entered into a certain agreement dated \_\_\_\_\_ with the \_\_\_\_\_ of \_\_\_\_\_ for construction of \_\_\_\_\_ in said \_\_\_\_\_ of \_\_\_\_\_.
3. That for the purpose of furnishing evidence acceptable to the said \_\_\_\_\_ as to the satisfaction of all claims against the undersigned contractor within the meaning of General Conditions – 14.07 of the Contract Documents relating to the aforementioned contract, and for purposes of reliance hereon by said \_\_\_\_\_, and for all intents and purpose specified in state law the undersigned hereby declares that the claims of all subcontractors, materialmen, laborers and all other persons and parties furnishing labor and materials with respect to the above mentioned contract have been paid in full except as follows: (if none, then write word "none" otherwise list) \_\_\_\_\_ and that the above exception will be paid in full from the proceeds of the final Payment made by the said \_\_\_\_\_.
4. That the CONTRACTOR has no further claims and waives all future claims against the OWNER or its agents with regard to the Contract.
5. That the CONTRACTOR acknowledges that the OWNER has made this Final Payment in reliance upon this Affidavit.

Subscribed and sworn to before me this  
Day of . 20

---

## Notary Public

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## WAIVER OF LIENS

## SUBCONTRACTORS AND ALL MATERIAL SUPPLIERS

To All Whom It May Concern:

Whereas \_\_\_\_\_ the undersigned has been engaged as a Subcontractor or as Material Supplier by \_\_\_\_\_, a Contractor for Girl Brook Trail Rehabilitation Project, located in Hanover, New Hampshire, to furnish work, labor or materials for said Project for the Town of Hanover, Owner.

The undersigned has received payments in the amount of \$ \_\_\_\_\_ for deliveries of Materials to and/or work performed in said construction of the project, as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Now, therefore, the undersigned, upon receipt of the balance due us of \$ \_\_\_\_\_, waive and release any and all lien of claim of or right to lien under the Statutes of the State of New Hampshire relating to mechanic's liens, with respect to and on said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished and on the money funds, or other considerations due or to become due, the Subcontractor or supplier from the Contractor and/or the Owner of said premises, on account of labor, services, materials, fixtures, or machinery heretofore furnished, or which may be furnished at any time hereafter by the undersigned, to or on account of the said Contractor and/or said Owner for the above described premises.

Given under the hand and seal of the undersigned, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BY: \_\_\_\_\_.

## NOTARIZATION

Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

## Notary Public

# CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

(Contractor)

of \_\_\_\_\_, County of \_\_\_\_\_  
and State of \_\_\_\_\_ do \_\_\_\_\_ hereby acknowledge that

(Contractor)

has \_\_\_\_\_ this day had, and received of and from \_\_\_\_\_

(Owner)

the sum of One Dollar and other valuable considerations in full and complete satisfaction and payment of all sums of money owed, payable and belonging to

(Contractor)

by any means whatsoever, for on account of a Contract Agreement between

(Owner)

and \_\_\_\_\_

(Contractor)

dated \_\_\_\_\_ for \_\_\_\_\_  
(Project)

NOW, THEREFORE, the said \_\_\_\_\_

(Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns)

do/does, by these presents remise, release, quit-claim and forever discharge \_\_\_\_\_

(Owner)

\_\_\_\_\_, of and from all claims and demands, arising from or in connection with the said contract dated \_\_\_\_\_, and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or equity, or otherwise, against \_\_\_\_\_

(owner)

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 recorded time to the date of these presents.

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)

\_\_\_\_\_  
(seal) By \_\_\_\_\_  
(Partner)

Attested:

\_\_\_\_\_  
(Corporation)

\_\_\_\_\_  
(Secretary) By \_\_\_\_\_  
(President or Vice President)

(Corp. Seal)

**WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]**

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

Contract Name:

Date Issued:

Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

**[Description of the change to the Work]**

Attachments:

**[List documents related to the change to the Work]**

Purpose for the Work Change Directive:

**[Describe the purpose for the change to the Work]**

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

**Notes to User—Check one or both of the following**

Non-agreement on pricing of proposed change.  Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ \_\_\_\_\_ **[increase] [decrease] [not yet estimated].**

Contract Time: \_\_\_\_\_ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

Lump Sum  Unit Price  Cost of the Work  Other

Recommended by Engineer

Authorized by Owner

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

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**CHANGE ORDER NO.: [Number of Change Order]**

Owner: Owner's Project No.:  
 Engineer: Engineer's Project No.:  
 Contractor: Contractor's Project No.:  
 Project:  
 Contract Name:  
 Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

**[Description of the change]**

Attachments:

**[List documents related to the change]**

**Change in Contract Times**  
**[State Contract Times as either a specific date or a**  
**number of days]**

<b>Change in Contract Price</b>	<b>Change in Contract Times</b> <b>[State Contract Times as either a specific date or a</b> <b>number of days]</b>
Original Contract Price:  \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. <b>[Number of previous Change Order]</b> :  \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. <b>[Number of previous Change Order]</b> : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order:  \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order:  \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order:  \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
  
Authorized by Owner \_\_\_\_\_ Approved by Funding Agency (if applicable) \_\_\_\_\_  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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Date: \_\_\_\_\_

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**FIELD ORDER NO.: [Number of Field Order]**

Owner:  
Engineer:  
Contractor:  
Project:  
Contract Name:  
Date Issued:

Owner's Project No.:  
Engineer's Project No.:  
Contractor's Project No.:  
Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

**Reference:**

Specification Section(s):

Drawing(s) / Details (s):

**Description:**

**[Description of the change to the Work]**

**Attachments:**

**[List documents supporting change]**

**Issued by Engineer**

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

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

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Date: \_\_\_\_\_

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## **PROJECT REQUIREMENTS**

### **GIRL BROOK TRAIL REHABILITATION**

**GIRL BROOK TRAIL REHABILITATION**

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**GIRL BROOK TRAIL REHABILITATION**  
**44015**

July 2025

**PROSECUTION OF WORK**

**DESCRIPTION OF WORK**

The project involves the construction of a multi-use path upon the existing Girl Brook sewer easement between Verona Avenue and Reservoir Road. Work includes improving the existing gravel path into a multi-use trail with stone dust surfacing, realignment of the trail at the connection with Verona Avenue to create a more direct path by creating a new stream crossing, flattening of the trail slopes near the Dartmouth College rugby fields, realignment of the trail at Reservoir Road to create accessible grades, and creating defined swales along the west side of the trail.

**CONCURRENT WORK**

The Town has previously advertised and will advertise construction projects that will take place during the life of this contract. The Contractor shall cooperate and coordinate with all other concurrent contracts.

<b>Project</b>	<b>Anticipated Beginning</b>	<b>Anticipated Completion</b>	<b>Description</b>
XX	XX	XX	XX

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

**UTILITIES**

There are utility installations in the area belonging to, but not necessarily limited to, the following:

**Hanover Public Works Department**

Contact: Christina Hall  
 Title: Deputy Director of Engineering & Utilities  
 Phone: 603-640-3384  
 Email: christina.hall@hanovernh.org

**Liberty Utilities**

Contact:  
 Title:  
 Phone:  
 Email:

**Comcast**

Contact:  
 Title:  
 Phone:

**Consolidated Communications**

Contact:  
 Title:  
 Phone:

Email:

Email:

**Unitil**

Contact:

Title:

Phone:

Email:

**AT&T**

Contact:

Title:

Phone:

Email:

**Aerial:**

Joint use poles and aerial utility lines are located at the project limits. There are no anticipated impacts to these.

**Underground:**

There are underground drainage culverts and sewer lines within the project limits. Drainage culverts and sewer lines are to remain in place.

The Contractor shall dig test pits (paid for under Item 206.19) as directed by the engineer at utility crossings of the existing water lines and at locations in close proximity to the existing fiber optic duct bank to remain in place.

The Contractor shall, as specified by New Hampshire State Law, RSA 374:51 and 374:55, call **DIG SAFE** (1-888-344-7233) at least 72 hours prior to any excavation. The Contractor shall comply with any notification and other requirements of Town and State excavation permits. In the event the Contractor damages any underground utility, it shall be the Contractor's responsibility to immediately notify the utility owner and to complete any and all necessary repairs to said utility. The Contractor shall bear all costs associated with the damage and shall make necessary repairs including emergency or temporary repairs, patch pavement, traffic control, labor, materials, and all other items necessary to repair the damaged utility in accordance with the requirements of the utility owner. If any underground electrical or telephone wire is damaged or broken, the Contractor shall be responsible for the costs to replace the entire line from the nearest junction box, or as required by the utility. The Contractor shall cooperate with the various utility companies, public agencies and the municipality, and provide access through the site as required for their work or to observe work in connection with this project that affects their respective properties. The Contractor should note that existing underground utilities shown on the plans are approximate and based in part on record information. The Contractor shall notify the Engineer immediately upon finding undocumented underground utilities or conditions varying significantly from those shown on the plans. It is intended that Item 206.19 – Common Structure Excavation - Exploratory shall be utilized (prior to the installation of any proposed project feature) at all locations where it is believed a potential utility conflict may exist. The Contractor shall record specific data pertaining to location and elevation of the encountered utility and provide the information to the Engineer for review. Once all applicable information has been obtained and reviewed, the Engineer may direct the Contractor to modify the proposed work and/or notify the appropriate utility that a relocation of the utility will be required or remove the utility to the property line and cap appropriately.

**Permanent Lighting:**

There is no permanent lighting installation included with this contract.

**Temporary Lighting:**

The Contractor shall be responsible for providing adequate lighting for construction activities during night work hours. There is no separate payment for lighting during night work hours, as it is considered subsidiary to the individual tasks. Note that night work must be requested by the Contractor and approved by the Town in advance.

The Contractor shall provide any temporary electricity necessary to prosecute their work, or to power temporary facilities, such as the job trailer. There is no separate payment for temporary electricity.

**EXCAVATING, DREDGING OR FILLING STATE WATERS**

Wetlands Permit #2025-01590 has been received from the NH Department of Environmental Services (NHDES) for work in wetlands as shown on the contract drawings.

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

**EROSION CONTROL AND WATER QUALITY MANAGEMENT**

The Contractor shall provide a Storm Water Pollution Prevention Plan (SWPPP) (Item 645.7) and monitoring of the SWPPP (Item 645.71) prior to construction to ensure that any detrimental impacts are minimized to the extent practical and restricted to the construction phase. The Contractor shall amend the Plan as necessary to provide for continued erosion and sediment control. Appropriate temporary measures shall be implemented as necessary to prevent erosion based on the Contractor's method of operation and schedule. Follow-up monitoring of the Plan shall also be required (paid for under Item 645.71 – Monitoring Erosion and Sediment Control).

Before beginning grubbing and earthwork, the Contractor shall provide appropriate erosion control along the toe of slopes in areas adjacent to wetlands, in the vicinity of drainage outlets, and other areas as directed. In addition, provide delineation (i.e. fluorescent painted stakes or flags, subsidiary to Item 645.531) at the limits of construction adjacent to wetlands or other restricted areas or as directed. The Contractor shall maintain these Drainage and Erosion Control measures throughout construction and until the area has been stabilized. All items required to implement the SWPPP, including silt fence and compost socks for erosion control shall be subsidiary to Item 699. - Misc. Temporary Erosion and Sediment Control and shall conform to the respective specifications of the NHDOT Standard Specifications for Road and Bridge Construction.

**EPA STORMWATER DISCHARGE**

Refer to the Special Attention concerning the Contractor's obligation relative to the National Pollutant Discharge Elimination System (NPDES) Storm Water Construction General Permit as administered by the Environmental Protection Agency (EPA). This project is subject to Notice of Intent, Notice of Termination and other project records to be completed by the Contractor as required in the Construction General Permit (CGP). NPDES General Guidelines, Notice of Intent and Notice of Termination forms are available on line in *Doing Business with the DOT* at [www.nhdot.com](http://www.nhdot.com) or through the NHDOT Contracts office.

### **ALTERATION OF TERRAIN/MAXIMUM OPEN AREA**

A waiver to Env-Wq 1503.03 General Permit by Rule Section (d)(1) has been granted by NHDES Alteration of Terrain Bureau to allow for the width of disturbance along the trail to exceed 30-ft.

The Contractor shall comply with any, and all, published NHDES Alteration of Terrain Env-Wq 1500 requirements ([www.des.state.nh.us/organization/commissioner/legal/rules/documents/env-wq1500.pdf](http://www.des.state.nh.us/organization/commissioner/legal/rules/documents/env-wq1500.pdf)). The area of unstabilized soil shall not exceed five (5) acres at any time. The Contractor may be permitted to exceed the maximum open area allowed, with the approval from the Department, provided the Contractor's SWPPP shows adequate provisions to control erosion and sediment, and provided the additional area of disturbance is necessary to meet the Contractor's schedule and the Contractor can demonstrate there are adequate resources available (equipment and manpower) to respond to multiple events simultaneously. Maximum open area shall include all phases of construction activity including clearing and grubbing items. Cleared areas shall be considered as an open area contributing to the 5 acre limit. An area shall be considered "stabilized" when it is in a condition in which the soils on the site will not erode under the conditions of a 10-year storm.

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

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

possible and the timing of their construction shall be detailed in the construction sequence plan. Steps shall also be taken to limit the risk of off-site contamination due to construction activity.

## **ENVIRONMENTAL COMMITMENTS**

Refer to the *Summary of Environmental Issues* document found elsewhere in the proposal.

## **INVASIVE PLANTS**

Under the statutory authority of NH Department of Agriculture RSA 430:55 and NH Department of Environmental Services RSA 487:16-a, the spread of invasive plants listed in Agr 3800 and Env-Wq 1300 is prohibited. Non-native invasive species are present throughout the project site with many species observed at the time of the survey in September 2024.

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

## **DISPOSAL OF SURPLUS EXCAVATED MATERIALS**

Surplus excess material not required for use on the project shall be disposed of legally and safely by the Contractor at his discretion outside of and away from the limits of the project, without any additional compensation.

All unsuitable materials shall be removed from the site and disposed of properly by the Contractor.

## **SITE ACCESS AND STAGING**

The Contractor may establish a staging area within the Town's Right-of-Way, outside the clear zone, and subject to the approval of the Engineer. Upon completion of work, the surface of the ground, pavement, and any other areas or property disturbed by the Contractor shall be restored to the condition in which it existed prior to the commencement of work and to the reasonable satisfaction of the Town. Cost to be subsidiary to Item 692, Mobilization.

Materials, including excavation intended for backfill, shall not be stored or stacked within any roadway clear zones, or in a manner that obstructs adequate sight lines unless specifically permitted in writing by the Engineer. The Contractor is responsible for providing security and erosion controls as required to protect any stockpiles at no cost to the Town.

## **RIGHT-OF-WAY AND PROTECTION OF PROPERTY**

The Town of Hanover and Dartmouth College have updated the existing permanent easement for the corridor to allow it to be used as a multi-use path as non-motorized vehicles are not currently included in the existing easement. The contract will not require work outside of the Town's Right-of-Way or outside of Dartmouth College's Right-of-Way on the parcels in which the Town holds an easement.

Protect all mailboxes and maintain them in accessible locations. Upon completion of the project, mailboxes shall be set at permanent locations as ordered and mounted on new posts and assemblies. All work related to mailbox maintenance and relocation shall be subsidiary to Item 619.1 - Maintenance of Traffic. New mailbox supports ordered will be paid under Item 670.066 - Mailbox Post Assemblies. Mailbox support assemblies damaged by the Contractor shall be replaced at no cost to the Town.

### **ABUTTER ACCESS**

Access to private property must be maintained throughout the duration of construction. Work adjacent to, or within private driveways must be coordinated with the property owners at least one week in advance. Private driveways may be closed off during working hours, with previous approval from the property owner, but they must be reopened at night and on the weekends. Access to businesses shall be maintained at all times. Alternative access must be provided if work will close a driveway temporarily.

### **GEOTECHNICAL INFORMATION**

No geotechnical information has been included.

### **CONSTRUCTION REQUIREMENTS**

#### General

1. Prior to commencing work, the Contractor shall stake the proposed trail alignment in the field. The Contractor, Town, and Engineer shall review the layout. If necessary, minor adjustments to the layout to minimize potential impacts will be implemented. This also will serve to confirm clearing limits, impacts to wetlands, and define relocation areas of rare plants.
2. Remove topsoil for its total depth within the limits of the slope lines. Unless otherwise directed, stockpile topsoil in accordance with Section 203 and use it on this project as needed under Section 641 - Loam and/or Section 647 – Humus.
3. All permanent signs within the project limits are to remain in place. If the Contractor damages signs during construction, the Contractor shall be responsible to replace them, at the Contractor's expense, according to NHDOT standards (available upon request).

#### Barrier

1. Use Temporary Traffic Control Barrier (Item 606.95) to separate traffic from the work areas as necessary, subsidiary to Item 619.1. If open excavations adjacent to the active travel ways are permitted to remain through non-work hours, protect traffic from these areas by either using temporary traffic control barrier (conforming to Item 606.95) at the

### **GIRL BROOK TRAIL REHABILITATION**

Contractor's expense, subsidiary to Item 619.1, or providing a 2:1 or flatter slope (4:1 if the drop off is greater than 5').

#### Drainage

1. It shall be the Contractor's responsibility to properly maintain existing drainage flows in areas under construction during the life of the Contract.
2. The Contractor shall provide necessary measures to maintain drainage and minimize ponding on the pavement during construction.
3. It shall be the responsibility of the Contractor to repair or clean any drainage systems that have been fouled by the Contractor's operations without additional compensation.

#### **EXCAVATIONS**

Excavations adjacent to roadways, as well as active and accessible driveways, shall not remain open through non-work hours, unless adequately protected by temporary traffic control barrier (at the Contractor's expense and specifically authorized by the Engineer) or flattened to a minimum 2:1 (4:1 if the drop off is greater than 5') or flatter slope within 16 feet of the edge of the travel way.

#### **BOUNDS**

The Contractor shall exercise due care when working around all bounds and other survey monuments that are to remain. Should any damage to a monument result from the actions of the Contractor, it shall be replaced and/or realigned by a licensed surveyor in the State of NH, at the Contractor's expense. No further compensation will be due to the Contractor for the materials and labor required to re-establish the monument in its proper orientation.

It is the responsibility of the Contractor to record locations of all property/right-of-way monumentation, adjacent to or within the limits of construction, prior to commencement of work. This record will be used to reset any monumentation disturbed by the Contractor's activities. No additional payment shall be made for this work.

Bounds that are disturbed within the project slope limits will be reset by others, after the completion of construction.

#### **ELECTRONIC SCHEDULING**

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

#### **SALVAGE OF MATERIALS**

Contractor shall contact the Town of Hanover's Department of Public Works at least two (2) weeks in advance to schedule pick up of salvaged materials, if deemed by the Engineer to be suitable for re-use:

Salvaged materials shall be stockpiled by the Contractor at approved location(s) within the project limits to be picked up by the Town and load these materials onto the Town's trucks. Materials deemed not salvageable, including guardrail posts, shall become the property of the Contractor who is responsible for proper disposal.

### **WORK HOURS**

Do not perform any work involving high noise machinery such as jackhammers or excavating equipment, including starting and warming up the equipment, prior to 7:00 a.m. or after 7:00 p.m., unless otherwise permitted in the contract or approved by the Engineer.

In addition to the Limitation of Work requirements described in 108.04, do not perform any work during special events scheduled by the Town of Hanover unless otherwise approved.

### **CONSTRUCTION START DATE**

Project construction may not begin prior to June 1, 2026.

### **COMPLETION DATE**

The Final Completion Date is October 16, 2026.

The Substantial Completion Date is September 18, 2026. The project shall be considered substantially complete when the following have been accepted:

- Trail has been installed.
- Landscaping restoration has been completed.

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

**GIRL BROOK TRAIL REHABILITATION  
44015**

July 2025

**TRAFFIC CONTROL PLAN**

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

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

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

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

All Uniformed Officers working on any NHDOT funded project, including municipally managed projects, shall have successfully completed a NHDOT approved course on The Safe and Effective Use of Law Enforcement Personnel in Work Zones. The officer shall supply proof of successful course completion upon request. Sources of NHDOT approved training may be found on-line under Doing Business with DOT>Contractors at [www.nhdot.com](http://www.nhdot.com).

**MAINTENANCE OF TRAFFIC**

1. All work shall be prosecuted so that vehicular and pedestrian access is maintained within the public right-of-way, or City owned property, and safe access to private residences and businesses shall be maintained at all times.
2. 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, as well as providing safe and passable traffic accommodations for public travel. Effective barricades shall protect roadway areas closed to traffic. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to control and direct traffic in a proper manner.
3. Single lane closures are limited to providing a single lane for alternating each direction of travel utilizing traffic control personnel (detail Uniformed Officers and/or Flaggers, as defined in Section 618 and as approved by the Engineer). The duration and length of lane closure shall be as approved by the Engineer. Two-way traffic must be re-

established at the end of the workday and maintained during non-working hours, weekends and holidays.

4. While working within sections of road open to traffic:
  - a. Maintain traffic on full width pavement or gravel surface appropriate to the stage of construction during non-working hours, weekends, and holidays and the day before and after a holiday.
  - b. Travel lanes shall be 11 feet minimum unless otherwise noted, or approved by the Engineer.
  - c. Shoulder widths shall be 2 feet minimum, unless approved by the Engineer.
5. Road plates shall be permitted, only when approved in advance by the Engineer. Requests to use road plates shall be made at least 24 hours in advance. Road plates shall not be left in place for more than 72 hours at a time.
6. The minimum clear zone for this project shall be 10 feet (from Table 9-1, Clear Zone Widths for Work Zones of the Roadside Design Guide for posted speed limits 35 mph or less). The clear zone is measured out from the edge of the travel way open to traffic. There shall be no construction vehicles or equipment left in the clear zone during non-working hours.
7. Portable concrete barriers shall be required in all construction areas when grade differences exceed 4", and minimum 2:1 side slopes can't be utilized (4:1 if grade difference is greater than 5'). Unless otherwise noted, there shall be no separate payment for barrier used to protect trenches and grade separations within the work zone. The barrier shall be considered subsidiary to Item 619.1.
8. Portable concrete barrier blunt ends shall be protected by impact attenuators as shown or tapered outside the clear zone, as appropriate.
9. Driveway access shall be maintained throughout construction.
10. The Contractor shall provide the Engineer with weekly written updates to the traffic control plan and upcoming activities. These updates will be utilized to notify the public of upcoming work and traffic patterns. They shall be provided each Thursday, prior to 12:00 PM.
11. The Contractor's attention is directed to the MUTCD standard lane shift and alternating one-way traffic details in the plans, especially with regard to signing and delineation required for shifting a lane or closing a lane of traffic.
12. All work required to provide Maintenance of Traffic, unless specifically called out separately, shall be in accordance with Sections 618 and 619 and will be paid for under Item 619.1 in accordance with Sections 618 and 619 of the NHDOT Standard Specifications for Road and Bridge Construction, and the Special Provisions.
13. Use reflectorized drums (barrels) for all channelizing tapers. Use 36" (minimum) cones (with 6" and 4" reflectorized bands) or 42" Tubular Marker (with three 4" wide

reflectorized bands) for channelizing tangent sections. Banding shall be in compliance with the current MUTCD.

14. If operational signs are approved for use in place of permanent construction signs, place the bottom of the signs a minimum 3' above the road grade. To improve operational sign visibility, use the same sign stands for operational signs in multi-lane areas and when signs are placed behind guardrail.

### **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**

Prior to any deviation from the Traffic Control Plan, the Contractor shall submit a proposal in writing with any necessary plans for consideration. Any such deviation from the Traffic Control Plan must be approved in advance by the Engineer.

### **TOWN OF HANOVER – FIRE & POLICE DEPARTMENT TELEPHONE NUMBERS**

Town of Hanover Fire Department: (603) 640-3340

Town of Hanover Police Department: (603) 643-2222

**END OF SECTION**

**FEDERAL AID REQUIREMENTS**

**GIRL BROOK TRAIL REHABILITATION**

**GIRL BROOK TRAIL REHABILITATION**

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06/24/08

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

**WAGE RATES**

**FEDERAL AID PROJECTS**

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

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

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

**S P E C I A L   A T T E N T I O N****FY 2019 National Defense Authorization Act (NDAA)****Prohibition of Certain Telecommunications and Video Surveillance Services and  
Equipment from Specific Producers**

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

## **SPECIAL ATTENTION**

### **BUILD AMERICA, BUY AMERICA**

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

This project is subject to BABA and will require certification of compliance from the Contractor in the following item categories (an item, article, material, or supply shall only be classified into one of the categories below):

1. **Iron and Steel:** All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.
  - Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
  - Iron products include, but are not limited to, cast iron frames, grates, and detectable warning devices.

Existing De Minimis Use Exemption for Iron and Steel: The requirements of the 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 construction contract price or \$2,500.00, whichever is greater.

2. **Construction Materials:** Items, articles, materials, or supplies that consist of only one of the items listed below:
  - i. Non-ferrous metals;
  - ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - iii. Glass (including optic glass);
  - iv. Fiber optic cable;
  - v. Optical fiber;
  - vi. Lumber;
  - vii. Engineered wood; and
  - viii. Drywall.

Note: Minor additions of articles, materials, supplies, or binding agents to a Construction Material do not change the categorization of the Construction Material.

All Construction Materials permanently incorporated into the project must be produced in the United States. For the Construction Material to be considered “produced in the United States,” it must meet the following standards:

- i. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- ii. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- iii. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- iv. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding, and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic, and polymer-based products, or any others.
- v. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- vi. Lumber. All manufacturing processes, from the initial debarking through treatment and planing, occurred in the United States.
- vii. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- viii. Engineered wood. All manufacturing processes, from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

A Certificate of Compliance, conforming to the requirements of Section 106.04, shall be furnished for all above materials.

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

*\*Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50% of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products, castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of the iron or steel components.*

For Construction Materials, the manufacturer's or producer's certificate of compliance must identify where the Construction Material was produced and attest specifically to compliance with BABA.

Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and provide the total project delivered cost of all foreign steel and iron or Construction Materials provided under this requirement that are permanently incorporated into the project. The form for this certification is entitled “Build America, Buy America Certificate of Compliance” and can be found on the NHDOT website ([www.dot.nh.gov/doing-business-nhdot/contractors](http://www.dot.nh.gov/doing-business-nhdot/contractors)).

### **Manufactured Products**

FHWA has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. Manufactured Products are defined as items, articles, materials, or supplies that have been: (1) processed into a specific form and shape; or (2) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to Manufactured Products that are not predominantly of iron or steel or a combination of both (see note above (\*)) for clarification regarding this statement).

### **Public Interest Waiver of Buy America Requirements for De Minimis Costs and Small Grants**

The US Department of Transportation issued a public interest Waiver of Buy America Requirements for De Minimis Costs and Small Grants. The waiver is intended to ensure that state DOTs make efficient use of resources by focusing domestic sourcing efforts on products that provide the greatest manufacturing opportunities for American workers and firms. The waiver is applicable to contracts advertised on or after August 16, 2023, and applies to Manufactured Products and Construction Materials. The “De Minimis Costs” portion of the waiver (first bullet below) does not apply to iron and steel, which are already subject to a separate de minimis use exemption as detailed herein. The Waiver for De Minimis Costs and Small Grants exempts Manufactured Products and Construction Materials produced outside the United States for which:

- The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project (De Minimis Cost portion); or
- The total amount of Federal financial assistance applied to the Contract, through awards or subawards, is below \$500,000 (Small Grants portion).

De Minimis Cost Clarification: The obligation to track costs throughout the life of the contract is the Contractor’s responsibility. The term “total applicable costs” is defined as the total actual final material cost of the compliant and non-compliant iron and steel, Manufactured Products, and Construction Materials. Tracking applicable costs is critical to compliance, especially when non-compliant materials are being used, as actual costs change throughout the life of a contract due to change orders, quantity adjustments, material overruns and underruns, etc. NHDOT will compare the declared value (total actual final material cost) of non-compliant Construction Materials to the total actual final material cost of the project upon submission of the required declaration at the end of the project.

Small Grants Clarification: Tracking is also very important as it pertains to the Small Grants portion of the waiver. This portion of the waiver utilizes the total actual final construction cost (materials, equipment, labor, etc.) of the project, including adjustments and change orders that occur throughout construction, to determine whether the project is eligible for exemption. At the onset, the awarded contract value will be used to determine applicability. The Contractor is required to track costs throughout construction to ensure eligibility for the exemption of BABA requirements continues for the life of the contract.

**SPECIAL ATTENTION****SHIPPING**

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

**Title 46 - Shipping**

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381.7 - Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

Context Title 46 - Shipping. CHAPTER II - MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J - MISCELLANEOUS. PART 381 - CARGO PREFERENCE-U.S.FLAG VESSELS.

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

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381.3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

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

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

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

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

- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills--0f-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**SPECIAL ATTENTION****CONVICT PRODUCED MATERIAL**

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

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

1/2001  
Supersedes 3/90  
ALL FA PROJECTS

**SPECIAL ATTENTION**

**LOBBYING**

UNITED STATES DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

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

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

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

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

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

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

Lower tier certifications should be maintained by the next tier above (i.e., prime contractors will keep the subcontractors' certification on file, etc.). Copies of Standard Form LLL will be included in the subcontract package for distribution to successful bidders.

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

FHWA Projects

**S P E C I A L   A T T E N T I O N**

**CONTRACT AFFIDAVIT - CERTIFICATION REGARDING DEBARMENT  
SUSPENSION**

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

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

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

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

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

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

Instruction for Certification

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

## **S P E C I A L   A T T E N T I O N**

### **SUMMARY OF REQUIREMENTS FOR FEDERAL-AID PROJECTS**

#### **1. Subletting on Federal-aid Contracts:**

- a. On Federal-Aid projects, the following documents are required to be incorporated in and made a part of, every subcontract agreement; including lower-tier subcontract agreements, and companies, and/or independent contractors that perform testing, monitoring, inspection services such as ground penetrating radar, erosion control monitoring, video inspection, SWPPP, POP, environmental testing/monitoring or vibration monitoring, require subcontractor approval:

- [NHDOT Subcontracting Procedure](#) and Forms:
  - Updated [Annual Assurances](#) (annual requirement). Contractors will not be approved or authorized to work until all OFC's Annual Assurance requirements have been fulfilled.
  - OFC Form 15 - Transmittal Request
  - OFC Form 14 - Contractor Acknowledgment Certification
  - OFC Form 26 - Work Certificate
- A signed written contract

A valid Certificate of Insurance, listing NHDOT as the Certificate holder. Office of Federal Compliance (OFC) staff will verify coverage with the NH Department of Labor (NHDOL). Workers Compensation Insurance needs to be on the [National Council on Compensation](#) Insurance (NCCI) database and company must be in good standing with [NH Secretary of State](#).

Per NH RSA 228:4-b, Workers' Compensation Insurance must cover all individuals performing work on site and shall remain in effect for the duration of the contractor's work on the project. No excluded individual, owner, or officer may perform work on site without exception. All persons working on site must have Workers' Compensation coverage on file with the NHDOL.

Attention of the Contractor is called to [NHDOT Standard Specifications](#) 107.02 and [NH RSA 293- A:15.01](#) which, among other provisions, requires that all Contractors, including those based out-of state, register their business name with the [NH Secretary of State's Office](#) and remain active or in good standing throughout the period of participation.

- Required Contract Provisions (FHWA-1273)
- Disadvantaged Business Enterprise (DBE) Program Requirements (Standard Specification 103.06)
- Prompt Payment to Subcontractors ([Standard Specification 109.09](#))

- [41 CFR 60-4 Affirmative Action Requirements](#)
  - Applicable only to contracts or subcontracts in excess of \$10,000
- U.S. Department of Labor (USDOL) wage rates entitled “GENERAL WAGE DECISION” (as contained in the contract)
  - Does not apply to companies performing Davis-Bacon exempt work (such as testing, monitoring, and inspection services).
- b. Prime Contractors shall submit consent to sublet packages to the NHDOT **at least 5** working days prior to said subcontractor (or lower-tier subcontractor) performing work on site. On LPA projects, the Prime Contractor shall also provide a courtesy copy to the town or the town’s consultant, if applicable.
- c. LPA Projects Only: OFC is the sole approval authority for all LPA construction project sub approvals. Consents to sublet shall be submitted directly to the OFC.

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

- a. The Prime Contractor shall insert in each subcontract all the stipulations contained in the Required Contract Provisions. Primes shall further require their inclusion in any lower-tier subcontract or purchase order that may in-turn be made. The Required Contract Provisions shall not be incorporated by reference in any case.
- b. In accordance with Section I, Paragraph 1, the Prime Contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. This shall include any unpaid wages found to be owed that is not paid by a subcontractor or lower-tier subcontractor.
- c. In accordance with Section I, Paragraph 3, “A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contact, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.”

## **3. Certified Payrolls and Time Sheets:**

- a. Submission Format: Payrolls, as required by FHWA Form 1273, shall be submitted electronically (email) as a pdf document to the NHDOT Contract Administrator, consistently named in the following format: Contractor’s name (abbreviated is acceptable) followed by the “week ending” date (yyyy/mm/dd). The Contractor’s and each Subcontractor’s payroll shall be submitted as separate, individual files.  
*Example: Plow Brothers Inc 2017-12-09*
- b. Multiple Counties/States or Categories (Highway/Building/Heavy): Whenever contracts have multiple wage determinations, contractors shall indicate, on each payroll submission, which wage determination is applicable to the work. In the instance that there are multiple counties within the contract the payroll shall indicate which county the work was performed.
- c. Project Specific: Except for weekly gross pay, deductions, and weekly net pay, all information shown on certified payrolls shall be project specific. Please reference FHWA Form 1273 for additional payroll requirements and limitations.

d. Time Sheets: Every contractor shall create and maintain time sheets for every worker performing work on the project. This includes salaried employees who perform work in a classification, either intermittently or full time. Time sheets shall record all work performed during the work week, both Federal and non-Federal, shop time, travel time considered work time, including any time considered "hours worked" as described under the Fair Labor Standards Act, Part 785. When requested, Contractors shall provide copies of time sheets to the OFC in support of certified payroll report information being provided. Time sheets, payroll records, and other basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years from final invoice for all laborers and mechanics working at the site of work.

#### **4. Sign-In Sheets:**

- a. State Managed Projects: The use of daily sign-in sheets is required for subcontractors performing asbestos abatement. The OFC may also direct the use of daily sign-in sheets on other State managed projects for any contractor who does not accurately report all workers performing work on site on their payrolls. The sign-in sheets shall be administered as described below.
- b. LPA Projects: The use of daily sign-in sheets is **mandatory** on all LPA projects. Every worker must sign in, on a daily basis, prior to performing work on site. The OFC Form 20- Daily Sign-In Record shall be used for this purpose. The Prime Contractor is responsible to ensure all sign-in sheet requirements are met and that sign-in sheets are turned in to the Contract Administrator on a daily basis. Contract Administrators shall review and initial sign-in sheets daily; cross matching what employees have indicated for their specific work classification and what employers are indicating on certified payroll reports, and also verifying employers of workers signing in have been approved to work by the NHDOT. Sign-in sheets shall be co-located with certified payrolls and filed in a 3-ring binder; newest sign-in sheets on top. Sign-in sheets are an inspection item.

#### **5. Requesting Work Classifications, Classifying Workers, and/or Payment of Wages.**

- a. The Prime Contractor is required to submit an additional request to the NHDOT for any classification of labor/equipment that they or their subcontractors shall be utilizing under the contract that is not contained in the Proposal's Federal General Decision.
- b. Conformance submissions shall be in accordance with U.S. Department of Labor Memorandum No. 213, dated March 22, 2013. A copy of the Memorandum can be found at <http://www.wdol.gov/aam/aam213.pdf>.
- c. Unless otherwise instructed by the OFC, a SF 1444 shall be used for this purpose.
- d. Requests must be submitted to the NHDOT prior to any work being performed in the classification(s).
- e. Contractors who do not receive a USDOL conformance decision from the OFC within 45 days of submission should follow-up with the OFC.

- f. Once a decision is received from the USDOL, the OFC will notify the Prime Contractor. In cases when the USDOL stipulates a higher rate of pay than the one proposed by the Contractor, and the Contractor elects not to submit an appeal, restitution, if due, shall be paid to employees within 10 calendar days of being notified by the OFC. Restitution requirements of the NHDOT shall apply.
- g. Appeals shall be filed with the USDOL within 30 calendar days and a courtesy copy forwarded to the OFC at the same time. Restitution, if applicable, does not need to be paid during the time the appeal is under review by the USDOL.
- h. Contractors shall immediately inform the OFC whenever appeal decisions (including reconsideration requests) are received from the USDOL.
- i. In cases when a contractor indicates to the OFC he/she plans to appeal the USDOL decision but fails to provide the OFC proof of submission within 30 calendar days, the contractor shall comply with the original USDOL decision. The OFC will subsequently notify the Contractor that proof of an appeal was not received within 30 days and restitution, if applicable, must be paid to workers within 10 calendar days. Contractors who fail to provide restitution will be deemed “in non-compliance.”
- j. OFC payment release authorization letters (Okay to Pay letters) cannot be accomplished until all wage conformances have been deemed closed (USDOL responses have been received), any pending contractor wage appeals have been finalized, with restitution paid if applicable, and all Prompt Pay requirements have been met.
- k. **Job Classifications Descriptions (Laboring Category):** While most of skilled and unskilled crafts appearing in Wage Determinations are self-explanatory, the below classifications (not all inclusive) have been described by the NHDOT and are consistent with USDOL requirements. Questions involving correct classification of workers should be addressed prior to performing work on the project. Workers performing in these classifications, according to the description, will be classified by contractors accordingly:
  - 1) **Asbestos Abatement:** All work associated with asbestos abatement shall be classified as “Laborer,” unless said work involves piping that will be reinsulated. In these cases, “Asbestos Abatement Worker” shall be used.
  - 2) **Blaster:** Supervises and assists in locating, loading, and firing blast holes with explosives to break up hard materials. This work includes any of the following duties on-site: determining the spacing and depth of drilled holes; determining the amount of explosives, timing and placement of detonators; handling blasting materials in the work area; loading holes with detonators, primers and explosives; tamping and stemming holes; directing the placement of blasting mats or other flyrock controls; and detonating the charges.
  - 3) **Brick Mason** (also called Brick Layers): Builds and repairs walls, floors, paths/sidewalks, partitions, fireplaces, chimneys, and other structures with brick, pavers, precast masonry panels, concrete block, and other masonry materials, with or without mortar.
  - 4) **Carpenter** (Form Work Only): Formwork carpenters build the molds that retain wet concrete in the construction of bridges, foundations and other

concrete structures. This also includes pre-manufactured forms made of steel, wood or heavy plastic. Work under this class also includes bracing required to hold the forms in place.

- 5) Carpenter (Excluding Form Work): Involves all carpentry work not directly related to the pouring of concrete. This includes, without limitation, scaffolding, safety rail, platforms, walkways, stairs, demo containment, buildings, and bracing that is not in direct contact with concrete.

Note 1: Any work to dismantle where workers can simply “tear it apart” and where no safety concerns are present can be performed by Common or General Laborers.

Note 2: Questions involving these classes should be addressed prior to performing work on the project.
- 6) Drill Operator: Unless a hand-held tool, which can then be classified and performed as a Common/General Laborer, all drill work shall be performed in the “Drill Operator” classification. Conformances, if needed, shall be consistent with this requirement.
- 7) Guardrail Installer: Except for the “pounder,” each person performing guardrail installation work shall be classified as “Guardrail Installer.”
- 8) Ironworker (Reinforcing): Positions and secures steel bars to placement of reinforced concrete; determines number, size, shape, and location of reinforcing rods from plans, specifications, sketches and/or oral instructions; places and ties reinforcing steel using wire and pliers, sets rods in place, spaces and secures reinforcing rods. May bend steel rods with hand tools or operate a rod-bending machine; may reinforce concrete with wire mesh; may perform other related duties.
- 9) Ironworker (Structural): Performs any combination of the following duties to set beams, hang diaphragms, install bolts, torque bolts, test bolts, raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks, working as a member of a crew; sets up hoisting equipment for raising and placing structural steel members; fastens steel members to cable of hoist using chain, cable or rope; signals worker operating hoisting equipment to lift and place steel members. Guides member using guy line (rope) or rides on member to guide it into position. Reads plans; rigs, assembles and erects structural members requiring riveting or welding. May perform other related duties.
- 10) Lead Abatement Worker: All work associated with lead abatement shall be classified as “Lead Abatement Worker”.
- 11) Stone Mason: Builds stone walls, as well as set stone exteriors and floors, lays/sets all cut stone, marble, slate, or stone, with or without mortar. They work with natural cut stone, such as marble, granite, limestone and artificial stone made of concrete, marble chips, or other masonry materials.
- 12) Sweeper/Broom Operators: Whenever Sweeper or Broom does not appear in the Wage Determination, contractors may use the Truck Driver classification for this service if the equipment used is of the over the road type (only). However, anytime the contract has an established classification/rate for

“Sweeper or “Broom,” this classification must be used and the minimum rate, as it appears in the contract, shall apply.

13) Traffic Coordinator: Performs sign placement and maintenance, including proper set up and relocation of construction sign packages and message boards; designs lane closures in accordance with local, state, and Federal requirements. Please do not confuse this classification with Flagger.

**6. Prompt Pay to subcontractors and material suppliers:** Prompt pay requirements are outlined in the [NHDOT Standard Specifications Section 109.09](#). Submissions are due to OFC at [laborcompliance@dot.nh.gov](mailto:laborcompliance@dot.nh.gov) no later than the 10th calendar day of each month.

- a. State managed projects: Contractors may use the OFC Form 18 or utilize their own document that contains the same required information unless otherwise instructed by the OFC.
- b. LPA projects: Contractors shall use the OFC Form 12.

Contractors may use the OFC Form 18 or utilize their own document that contains the same required information unless otherwise instructed by the OFC.

If no payments were made for a State managed or LPA project during the reporting period, contractors shall submit the appropriate certification form or email indicating “no payments made to subcontractors.”

**7. Mandatory Training:** Prime Contractors who fail to obtain an annual average (based on the calendar year) of at least 60% “Satisfactory” ratings on all OFC Compliance Field Audit Reports may be required to attend a mandatory 4-hour Contractor Compliance Training Class each spring (as scheduled by the OFC). A principal owner or executive officer of the company, and his/her payroll accountant shall attend.

- a. Compliance ratings will be averaged over all projects if a Prime Contractor has multiple projects.
- b. The OFC has at least two Contractor Compliance Training Seminars each year. Every contractor participating on Federal-aid construction projects is encouraged to attend.

**8. Restitution:** If required, restitution shall be performed in accordance with the OFC guidelines. The OFC Form 8 - Restitution Worksheet and Affidavit shall be used.

**9. Corrective Action Plan**

- a. Any Contractor, Subcontractor, or Lower-tier Subcontractor found to be in violation of Required Contract Provisions, made part of its contract may be suspended to work on existing or future projects and/or required to provide a Corrective Action Plan (CAP). Other sanctions may be imposed by the Department as appropriate.  
Corrective action will include, but not limited to, the submission of certified payrolls or other records and reports necessary to verify compliance with the Provisions.
- b. Any Contractor, regardless of the tier, found to have repeatedly violated the Required Contract Provisions, may be required to complete 4-hours of Contractor Compliance Training conducted by the Department. When mandated, a principal owner and/or company executive and his/her payroll accountant shall attend Contractor Compliance Training must be completed before participation on future projects is authorized. This requirement does not relieve the Contractor of its obligations under the prime contract, nor does it prevent the Department from seeking other remedies or enforcement actions, as provided by the governing Rules and Laws and Federal Regulations.
- c. Companies will be notified of violations in writing. Actions the company must take to have participation privileges restored will be clearly indicated. Companies will also be advised that if a satisfactory response is not received within 7 days of the requested CAP, the company will be considered "non-responsive." In cases where lower tier companies are non-responsive, matter will then be deferred to the Prime Contractor for payment of outstanding payments as provided in Required Contract Provisions.

**10. Right to Withhold Payment:** The Department may withhold payments claimed by the Contractor on account of:

- a. Failure of the Contractor to make payments to Subcontractors for materials or labor.
- b. Regulatory non-compliance or enforcement.
- c. Failure to comply with OFC Field Audit Report requirements.
- d. Failure to comply with monthly reporting requirements, as applicable.
- e. For projects with an On-The-Job Training (OJT) requirement, failure to submit OJT Form 1 - On-The-Job Training Acknowledgement and Statement of Intent within 30 days of the project start date.
- f. Failure to submit closeout documentation.
- g. All other causes that the Department reasonably determines negatively affect the State's interest.

**11. Final Payment Release:** Once final project records are transferred to the OFC, a final review shall be performed to determine compliance with the Federal provisions. Release of any final payment shall not be made to the Contractor until the OFC issues a payment release letter (Okay to Pay) certifying:

- a. All required payrolls, labor, and Equal Employment Opportunity (EEO) documentation have been received and deemed complete and correct.
- b. DBE requirements stipulated in the Contract and/or the Required Contract Provisions have been fulfilled.

**12. Deposits in Escrow:** Every attempt is made to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, however, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, the project can proceed to final closing provided the Prime Contractor, from payments already provided him/her, provides written evidence a deposit of an amount equal to the potential liability for wage restitution and liquidated damages, if applicable, has been deposited in an escrow account. When a final decision is rendered, the Prime Contractor makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

- a. Where the parties have agreed to amounts of wage restitution that are due but the employer has not yet furnished evidence that all the underpaid workers have received their back wages. The deposit is equal to the amount of restitution due to workers lacking payment evidence. As proper documentation is received, an amount corresponding to the documentation is returned to the depositor. Amounts for any workers who cannot be located are held in the escrow account for three (3) years. Amounts remaining in the account not disbursed by the end of this three-year period shall be returned to the Prime Contractor.
- b. Where underpayments are suspected or alleged and an investigation has not yet been completed. The deposit is equal to the amount of wage restitution and liquidated damages, if applicable, that is estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained for a period of three (3) years and subsequently disbursed to the depositor as described above in Paragraph 12a.
- c. Where the parties are waiting for the outcome of an administrative hearing that has been or will be filed contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated dates, if applicable, that have been determined to be due. Once the final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

Please direct questions relating to any information in this document to the OFC at [laborcompliance@dot.nh.gov](mailto:laborcompliance@dot.nh.gov) . See the [OFC website](#) (<https://www.nh.gov/dot/org/administration/ofc/documents.htm>) for forms, documents, and other helpful material.

## **S P E C I A L   A T T E N T I O N**

### **Disadvantaged Business Enterprise (DBE)**

**Disadvantaged Business Enterprise (DBE) Policy.** It shall be the policy of the New Hampshire Department of Transportation (NHDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's) to participate in the performance of all contracts and subcontracts financed with Federal funds as specified by the regulations of the United States Department of Transportation (USDOT), Federal Highway Administration and as set forth below.

**1. Policy.** It is the policy of the United States Department of Transportation to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 Code of Federal Regulation (CFR) Part 26, to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 applies to this contract.

**2. Disadvantaged Business Enterprise (DBE) Obligation.** The State and its Contractor agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. **Prime Contractors and subcontractors who further sublet must include this assurance in every subcontract:** *The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by any contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this Contract or such other remedy, as the NHDOT deems appropriate.*

**3. Sanctions of Non-Compliance.** The Contractor is hereby advised that failure of the Contractor, or any Subcontractor performing work under this Contract, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of contract and, after notification of the United States Department of Transportation, may result in termination of this Contract or such remedy as the State deems appropriate.

**Overall Statewide DBE Goals.** The NHDOT currently employs a race/gender neutral DBE policy to attain its overall statewide DBE goals. This means that unless otherwise stated in the Contract, the NHDOT relies on the voluntary cooperation of all contractors to utilize DBE's on every project, sufficient to meet or exceed the current statewide DBE goal. Although the majority of statewide DBE goals are currently voluntary, failure of the NHDOT to meet or exceed the overall statewide DBE goal as required by the Federal Highway Administration (FHWA), could necessitate placement of mandatory DBE participation requirements on all future statewide projects.

**Disadvantaged Business Enterprise (DBE) Program Goals.** The New Hampshire Department of Transportation is required to set an overall DBE goal for participation in all transportation related Federal-aid projects. The goal is determined following guidelines set forth in 49 CFR 26.45, and based on the availability of ready, willing and able DBE's who submitted bids for transportation related projects, compared as a percentage of all available contractors who submitted bids for transportation related projects during the same time period. The DBE goal may be adjusted to take into account other factors impacting DBE utilization, in an effort to narrowly tailor the overall DBE goal. The detailed goal setting methodology and current overall DBE goal may be viewed on the NHDOT website at [www.nh.gov/dot](http://www.nh.gov/dot).

**Disadvantaged Business Enterprise (DBE) Definition.** A DBE is defined as a business that is owned and controlled by one or more socially and economically disadvantaged person(s). For the purpose of this definition:

- A. “Socially and economically disadvantaged person” means an individual who is a citizen or lawful permanent resident of the United States and who is a Woman, Black, Hispanic, Portuguese, Native American, Asian American, or a member of another group, or an individual found to be disadvantaged by an individual determination of social disadvantage as described in 49 CFR 26 appendix E, determinations of social and economic disadvantage.
- B. “Owned and controlled” means a business which is:
  - (1) A sole proprietorship legitimately owned and controlled by an individual who is a disadvantaged person.
  - (2) A partnership, joint venture or limited liability Company in which at least 51% of the beneficial ownership interests is legitimately held by a disadvantaged person(s).
  - (3) A corporation or other entity in which at least 51% of the voting interest and 51% of the beneficial ownership interests are legitimately held by a disadvantaged person(s).

The disadvantaged group owner(s) or stockholder(s) must possess control over management, interest in capital, and interest in earnings commensurate with the percentage of ownership. Disadvantaged participation in a joint venture must also be based on the sharing of real economic interest and must include proportionate control over management, capital, and earnings, as above. If the disadvantaged group ownership interests are real, substantial and continuing and not created solely to meet the requirements of this program, a firm is considered a bona fide DBE.

**Certified DBE Directory.** The current New Hampshire Unified Disadvantaged Business Enterprise (DBE) Directory is available online at [www.nh.gov/dot](http://www.nh.gov/dot). This directory contains all currently certified DBE's available for work in New Hampshire, and is updated monthly. Only firm's listed in this directory are eligible for DBE credit on NH Federal-aid projects. If you have questions about DBE certification, or do not have access to the Internet, please call the DBE Coordinator at (603) 271-6612 for assistance.

**Counting DBE Participation For Project Goals.** In order for payments made to DBE contractors to be counted toward DBE goals, the DBE contractors must perform a commercially useful function (CUF). The DBE must be responsible for execution of the work of the contract and must carry out its responsibilities by actually performing, managing, and supervising the work involved, consistent with standard industry practices. This means that:

- A. The DBE must also be responsible for ordering its own materials and supplies, determining quantity and quality, negotiating price, installing (where applicable) and paying for the material itself;
- B. The DBE must perform work commensurate with the amount of its contract;
- C. The DBE's contribution cannot be that of an extra participant or a conduit through which funds are passed in order to obtain the appearance of DBE participation;
- D. The DBE must exercise responsibility for at least fifty percent of the total cost of its contract with its own work force;
- E. None of the DBE's work can be subcontracted back to the Prime Contractor, nor can the DBE employ the prime's, or other subcontractor's supervisors currently working on the project;

- F. The DBE's labor force must be separate and apart from that of the Prime Contractor or other subcontractors on the project. Transferring crews between primes, subcontractors, and DBE contractors is not acceptable;
- G. The DBE owner must hold a Public Works license and any other professional or craft licenses required for the type of work he/she performs on the project;
- H. The DBE may rent or lease, at competitive rates, equipment needed on the project from customary leasing sources or from other subcontractors on the project.

**Allowable credit for payments made to DBEs for work performed.** A contractor may take credit for payments made to a certified DBE that satisfies (CUF) requirements at the following rate.

- A. A DBE Prime Contractor; count 100% of the value of work performed by own forces, equipment and materials count towards DBE goals.
- B. An approved DBE subcontractor; count 100% of the value of work performed by the DBE's own forces, equipment and materials, excluding the following:
  - The cost of materials/supplies purchased from a non-DBE Prime Contractor.
  - The value of work provided by non-DBE lower tier subcontractors, including non-DBE trucking to deliver asphalt to a DBE contractor.
- C. A DBE owner-operator of construction equipment; count 100% of expenditures committed.
- D. A DBE manufacturer; count 100% of expenditures committed. The manufacturer must be a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Prime Contractor.
- E. A regular DBE dealer/supplier; count 60% of expenditures committed.  
A regular dealer/supplier is defined as a firm that owns, operates, or maintains a store, warehouse or other establishment, in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A person may be a dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business, if the person both owns and operates distribution equipment for the products, by the means of a long term agreement, and not by a contract by contract basis.
- F. A DBE Broker; count for DBE credit only the fees or commissions charged for assistance in the procurement, and, fees and transportation charges for the delivery of materials or supplies required at the job site, but not the cost of materials procured. A broker is defined as any person(s) or firm who arranges or expedites transactions for materials or supplies, and does not take physical possession of the materials or supplies at their place of business for resale.
- G. A DBE renter of construction equipment to a contractor; count 20% of expenditures committed, with or without operator.
- H. A bona fide DBE service provider; count 100% of reasonable fees or commissions.  
Eligible services include professional, technical, consultant, or managerial, services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract. Eligible services also include agencies providing bonding and insurance specifically required for the performance of the contract.
- I. A trucking, hauling or delivery operation, count 100% of payments when trucks are owned, operated, licensed and insured by the DBE and used on the contract and, if applicable, includes the cost of the materials and supplies. 100% of payments when the DBE leases trucks from another DBE firm including an owner-operator. 100% of reasonable fees, or commissions, the DBE receives as a result of a lease arrangement for trucks from a non-DBE, including an owner-operator.
- J. Any combination of the above.

**Reporting Requirements for Payments Made To DBE's:** On all Federal-aid projects, the Prime Contractor is required to report payments made to DBE's during the life of the contract, on a quarterly basis, for the periods covering January 1st–March 31st, April 1st–June 30th, July 1st–September 30th and October 1st–December 31st, The NHDOT will provide the Prime Contractor with a quarterly DBE payments report, detailing all DBE's subcontracted by the Prime Contractor, per project. The Prime Contractor shall report any payments made to DBE's during the requested reporting period. This documentation shall be submitted to the Office of Federal Compliance within the time period stated on the NHDOT quarterly request. Failure of the Prime Contractor to submit this information may result in the Department withholding progress payments.

**Removal of Approved DBE From Transportation Related Project:** Contractors may not terminate for convenience, any approved DBE subcontractor and perform the work with their own forces, without prior written consent from the NHDOT.

**MUNICIPAL PROJECTS ONLY:** **Timely submission of invoices to Municipalities:** Prime Contractors must submit all invoices received for satisfactorily completed work, from any subcontractor/lower-tier subcontractor/material supplier, to Municipalities for payment within 30 days of receipt.

03/21/22  
SSD: 03/01/16

## S P E C I A L P R O V I S I O N

### SECTION 107 -- LEGAL RELATIONS AND RESPONSIBILITIES TO PUBLIC

#### SUBSECTION 107.01 – LAWS TO BE OBSERVED

*The intent of this Special Provision is to clarify Bulletin Board requirements.*

Add to 107.01's third paragraph titled *Bulletin Board Requirements* the following:

**New Hampshire Department of Transportation Bulletin Board Diagram**  
(Revision 3-8-2022)

**NHDOT PROJECT: (PROJECT NAME) (PROJECT NUMBER)**

<b>Federal Posters</b>				<b>State Posters</b>			
1 Equal Employment Opportunity (EEO) is The Law  (OFCCP-1420) Rev. 11/09	2 "EEO is the Law" Poster Supplement  9/15	3 NOTICE Federal-Aid Project (FHWA-1022)  Rev. 5/15	4 Employee Rights Under the Davis Bacon Act (WH-1321) [substitute for FHWA-1495]  Rev. 10/17	9 Protective Legislation Law (Pay Day Notice)  Rev. 2-1-18	10 The Whistleblowers' Protection Act (RSA 275-E Requirement)  Rev. 2-1-18	11 The Workers' Right to Know (Toxic Substances)  Rev. 2-1-18	12 Unemployment Notice (NH Employment Security Office)  Rev. 1/12
5 Employee Rights and Responsibilities Under the Family & Medical Leave Act (WH-1420) Rev. 4/16	6 Employee Polygraph Protection Act  (WH-1462) Rev. 7/16	7 Your Rights Under Uniformed Services Employment & Reemployment Rights Act (USERRA) Rev. 4/17	8 Job Safety & Health It's the Law  (OSHA-3165) Minimum Size 8 1/2 X 14 Rev. 2019	13 Workers' Compensation (from Insurance Provider)  Rev. 2-1-2018	14 Criteria to Establish an Employee or Independent Contractor  Rev. 2-1-2018	15 Equal Pay RSA 275:37  Rev. 6-25-18	
<b>Other Required Postings</b>							
16 24-Hour Emergency Contact Information	17 Contractor's EEO Officer Appointment Letter (must have all contact information)	18 Contractor's EEO & Harassment Policy Statement	19 NHDOT Federal Compliance Officer Contact Information (OFC Poster 1)	20 Davis-Bacon Wage Rates	21 Additionally Approved Wage Rates		

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

### **AMENDMENT TO SUBSECTION 109 – MEASUREMENT AND PAYMENT**

*The purpose of this Supplemental Specification is to amend the Rental Rate Blue Book for Construction Equipment requirements.*

**Amend** 109.04.4.4 to read:

#### **109.04.4.4 Equipment and Plant.**

For any Contractor-owned machinery or special equipment (other than small tools), the use of which is approved by the Engineer, the hourly rate will not exceed that determined from the Rental Rate Blue Book online at “equipmentwatch.com” used in the following manner:

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

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

Where A = Monthly rate divided by 176. The listed weekly, hourly, and daily rates will not be used.

B = Regional adjustment factor for New Hampshire.

C = Model year adjustment for the year of equipment manufacture.

D = Estimated operating costs per hour.

This formula is equal to the **FHWA Rate** that is shown in the Rental Rate Blue Book at “equipmentwatch.com”.

- b. The number of hours to be paid for will be the number of hours that the equipment or plant is actually used on a specific Force Account activity and, in addition, shall include the time required to move the equipment to the location of such Force Account activity and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used during the move on work other than the specific Force Account activity.
- c. The “Rate Effective Date” to be selected online will be the actual date that the work was performed.
- d. Overtime shall be charged at the same rate indicated in subparagraph (a) above.
- e. The estimated operating costs per hour will be used for each hour that the equipment or plant is in operation on the Force Account work. Operating costs are not reimbursable for the time the equipment is idle.
- f. The maximum rental period to be paid for per day shall not exceed eight hours unless the equipment operates for eight or more hours.
- g. If equipment is idled solely due to the responsibility of the Department, then the Contractor may be compensated for such idle equipment at 50% of the rate defined in “A” above (monthly rate divided by 176).
- h. The rates established above shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhauls, and maintenance of any kind, depreciation, storage, field and home office overhead, profits, insurance, and all incidentals.

The Contractor shall provide the Engineer with the following: the manufacturer’s name, equipment type, year of manufacture, model number, type of fuel used, horsepower rating, attachments required, together with their size or capacity, and any further information necessary to ascertain the proper rate. Unless otherwise specified, manufacturer’s ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The Contractor is not required to purchase an online subscription, as the equipment rental rates will be provided by the Department.

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

Payable time periods will not include:

- (1) time elapsed while equipment is inoperative due to breakdowns,
- (2) time spent repairing equipment, or
- (3) time elapsed 24 hours after the Engineer has advised the Contractor that the equipment is no longer needed.

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

If the Contractor does not own a specific type of equipment or if the Department orders the Contractor to utilize a specific type of equipment and the equipment must be obtained by rental, the Contractor shall inform the Contract Administrator of the need to rent the equipment and of the rental rate for that equipment before using it on the work. Provided that the rate is reasonable, the Contractor will be paid the actual rental cost for the equipment for the time that the equipment is actually used to accomplish the work, plus the cost of moving the equipment onto and away from the job. A 5 percent mark-up will be added to the actual rental cost, provided the total cost does not exceed the *Rental Rate Blue Book for Construction Equipment* rate (in accordance with 109.04.4.4(a)). The Contractor shall provide a copy of the paid receipt or canceled check for the rental expense incurred.

Transportation charges for each piece of equipment, whether owned or rented, moved to and from the site of the work will be paid provided:

- (1) the equipment is obtained from the nearest approved source,
- (2) the return charges do not exceed the delivery charges,
- (3) haul rates do not exceed the established rates of licensed haulers,
- (4) charges are restricted to those units or equipment not already available and not on or near the Project, and
- (5) equipment is not used elsewhere on the project.

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.*

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. **Withholding** (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### **3. Records and certified payrolls (29 CFR 5.5)**

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### **3. Withholding for unpaid wages and liquidated damages**

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## **VI. SUBLetting OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)  
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## Training Special Provisions

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities", and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's Equal Employment Opportunity Affirmative Action Program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under the special provisions will be \_\_\_\_\_ (amount to be filled in by State highway department).

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

[40 FR 28053, July 3, 1975. Correctly redesignated at 46 FR 21156, Apr. 9, 1981]

## **NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION POLICY**

Failure to complete the Training Special Provision requirement: When a Contractor fails to complete this Training Special Provision requirement and fails to make and document good faith efforts to fulfill the requirements of this provision, the New Hampshire Department of Transportation Office of Federal Compliance (OFC) shall notify the Prequalification Committee in writing. The Prequalification Committee will inform the Contractor of the OFC notification and require the Contractor to submit a Corrective Action Plan to the OFC. Failure to provide an acceptable Corrective Action Plan could lead to partial or full suspension consistent with the prequalification rules.

## 41 CFR 60-4 Affirmative Action Requirements

### 41 CFR 60-4.2 Solicitations

#### Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

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

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

	Goals for minority participation for each trade	Goals for female participation in each trade
<b><u>STANDARD METROPOLITAN STATISTICAL AREAS (SMSA)</u></b>		
SALEM-PLAISTOW	4.0	6.9
MANCHESTER-NASHUA	0.7	6.9
<b><u>NON-SMSA COUNTIES</u></b>		
COOS, GRAFTON, SULLIVAN	0.8	6.9
BELKNAP, MERRIMACK, CARROLL, STRAFFORD	3.6	6.9
CHESHIRE	5.9	6.9
ROCKINGHAM	4.0	6.9
HILLSBOROUGH	0.7	6.9

These goals are applicable to all contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be bases on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal contract compliance programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation addressed as follows:

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

The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed as noted within in the Contract Special Provisions for Affirmative Action to ensure Equal Employment Opportunity.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these specifications:

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

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

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

## Source 41 CFR 60-4.3 Equal Opportunity Clauses

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and

Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and

## Source 41 CFR 60-4.3 Equal Opportunity Clauses

timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

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

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

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

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

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

[ 43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980; 79 FR 72995, Dec. 9, 2014]

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

**DOT Order No. 1050.2A**

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

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

**DOT Order No. 1050.2A**

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

**DOT Order No. 1050.2A**

**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**NOTICE TO ALL BIDDERS**

In accordance with the Section "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)", the New Hampshire Department of Transportation has the authority and responsibility to notify the Office of Federal Contract Compliance Program of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 Code of Federal Regulation Chapter 60.

The Office of Federal Contract Compliance Programs is the sole authority for determining compliance with Executive Order 11246 and 41 Code of Federal Regulation Chapter 60 and the Contractor should contact them regarding related compliance issues.

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

1-800-424-9071

To the U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

TE/CMAQ Program  
Construction Proposal

It is proposed:

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

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

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

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(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:

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(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\_\_\_\_\_

**DAVIS BACON GENERAL DECISION**

**NH20250036 01/03/2025**

**GIRL BROOK TRAIL REHABILITATION**

**GIRL BROOK TRAIL REHABILITATION**

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"General Decision Number: NH20250036 01/03/2025

Superseded General Decision Number: NH20240036

State: New Hampshire

Construction Type: Highway

County: Grafton County in New Hampshire.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

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

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

Modification Number      Publication Date  
0                            01/03/2025

SUNH2019-012 11/22/2022

Rates                      Fringes

CARPENTER (Form Work Only).....\$ 20.89	1.61
CARPENTER, Excludes Form Work....\$ 25.67	2.39
CEMENT MASON/CONCRETE FINISHER...\$ 18.50	0.00
IRONWORKER, REINFORCING.....\$ 21.59	0.90
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....\$ 15.82 **	3.45
LABORER: Common or General.....\$ 18.14	2.20
LABORER: Pipelayer.....\$ 18.89	3.10
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 24.17	4.76
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 25.64	0.00
OPERATOR: Broom/Sweeper.....\$ 17.69 **	2.52
OPERATOR: Bulldozer.....\$ 25.96	4.50
OPERATOR: Crane.....\$ 27.71	6.16
OPERATOR: Grader/Blade.....\$ 27.79	0.53
OPERATOR: Loader.....\$ 23.10	7.56
OPERATOR: Mechanic.....\$ 24.80	6.63
OPERATOR: Milling Machine.....\$ 24.97	9.43
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 22.93	4.96
OPERATOR: Roller.....\$ 20.91	5.25
PAINTER: Spray.....\$ 28.88	12.06
TRAFFIC CONTROL: Flagger.....\$ 15.41 **	2.21
TRUCK DRIVER: Dump Truck.....\$ 19.20	4.21

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

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

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

## **ENVIRONMENTAL COMMITMENTS**

### **GIRL BROOK TRAIL REHABILITATION**

**GIRL BROOK TRAIL REHABILITATION**

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# STATE OF NEW HAMPSHIRE

## INTER-DEPARTMENT COMMUNICATION

KTN

DATE June 2, 2025

FROM	Kevin T. Nyhan Administrator	AT (OFFICE)	Department of Transportation
SUBJECT	<b>Environmental Commitments Memo</b>  <b>HANOVER</b> <b>X-A005(285)</b> <b>44015</b> <b>Multi-use path construction</b>		Bureau of Environment
TO	Tony Puntin Project Lead Bureau of Planning & Community Assistance		

An environmental document has been prepared for the subject project. A fully executed copy of this memorandum and the environmental document are available on the v:\drive at: [V:\Town\Hanover\44015\Environment\\_44015Commits.pdf](V:\Town\Hanover\44015\Environment_44015Commits.pdf) and [44015Envdoc.pdf](V:\Town\Hanover\44015\Envdoc.pdf) respectively. *In addition, this memorandum has been uploaded to the project "Document Center" in ProMIS.*

In accordance with Stipulation IV.A.1.a. of the *Programmatic Agreement* executed by the Department and the Federal Highway Administration on 05/03/2021, the subject project has been determined to qualify for processing programmatically as a *Categorical Exclusion (CE)* (*effective 06/02/2025*). In documenting this CE, the Department has identified the applicable CE action number (#3), ensured that any constraints or conditions are met, verified that unusual circumstances do not apply, and has addressed any and all other environmental approvals. This project qualifies for use of the *Programmatic Wetlands Finding* and the *Programmatic Flood Plains Finding*. *This project also includes de minimis Section 4(f) impacts. As such, this concludes the NEPA process.*

The NEPA process for this project began on 09/05/2024 and was completed on 06/02/2025.

Environmental commitments have been made as noted on page 10 of the environmental document, and as detailed below:

1. Close coordination with business and property owners shall take place during Final Design to minimize any detrimental impacts to the properties located along the project corridor. (Town of Hanover)
2. The Contractor shall maintain access to all properties through the duration of construction. (Contractor)
3. The path shall remain accessible to pedestrians during construction. (Contractor)
4. It is anticipated that the project will qualify for an Alteration of Terrain (AoT) General Permit by Rule. However, should design changes or the Contractor's method of construction result in an increase to the limit of disturbance that exceeds the General Permit by Rule thresholds, an AoT permit from the NH Department of Environmental Services shall be obtained prior to the commencement of construction. (Town of Hanover, Contractor)
5. A Wetlands permit shall be obtained from the NH Department of Environmental Services Wetlands Bureau (NH Wetlands Bureau) and the Army Corps of Engineers as the proposed project will require work within NH Wetlands Bureau jurisdiction. (Town of Hanover)
6. The project area contains invasive plants listed on the NH List of Prohibited Invasive Plant Species (AGR PART 3802.01 and Env-WQ 1300): Type I – Asian Bittersweet, Common/European Buckthorn, Dames Rocket, Garlic Mustard, Glossy False Buckthorn, Japanese Barberry, Moneywort, Norway Maple, Morrow's Honeysuckle, Rambler/Multiflora Rose, Winged Euonymus/Burning Bush, Type II – Japanese

Knotweed, Purple Loosestrife. Prior to construction, all appropriate Best Management Practices, as described in the NH Department of Transportation's publication *Best Management Practices for the Control of Invasive and Noxious Plant Species*, shall be summarized in an Invasive Species Control and Management Plan to describe measures that will be taken during construction to avoid spreading the plants to new sites. (Town of Hanover, Contractor)

7. The Contractor shall file a Notice of Intent with the EPA under the Construction General Permit, prepare a Stormwater Pollution Prevention Plan and comply with all conditions of the permit. (Contractor)
8. Provisions for dust control shall be included in the construction contract. (Town of Hanover, Contractor)
9. Time of day restriction shall be included in the construction contract. (Town of Hanover, Contractor)
10. Hazardous waste remediation sites are located within 1000-ft of the project area. While concerns associated with these sites are not anticipated during construction, if any visual or olfactory observations indicate the presence of contamination during excavation, the Town of Hanover shall be notified immediately for further coordination with the NH Department of Environmental Services, and construction in the area shall be discontinued until the situation is assessed. (Contractor)
11. The Hanover School Playground site (Bernice A. Ray Elementary School) located at 26 Reservoir Road across the road from the northern project limit is a Land and Water Conservation Fund (LWCF) property. For compliance with the LWCF program, there shall be no staging of construction material or vehicles at the LWCF site at any time, and the LWCF site shall remain open to the public during construction. (Contractor)
12. If the USFWS lists the monarch butterfly under the Endangered Species Act and the project's proposed impacts to the monarch butterfly habitat will not be complete prior to the effective date of the listing, consultation with USFWS shall be completed. If any avoidance and minimization measures are selected for the project during consultation, those measures shall be incorporated into the project prior to the monarch butterfly effective listing date. (Town of Hanover)

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

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

KTN:ktn

Encl.

c.c.    T. Puntin  
      J. Sikora

J. Evans  
D. Herrick

S. LaBonte  
Bureau 30

D. Rae

## **TECHNICAL SPECIFICATIONS**

### **Girl Brook Trail Rehabilitation**

**GIRL BROOK TRAIL REHABILITATION**

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## **STANDARD SPECIFICATIONS**

Applicable provisions of the latest edition of the Standard Specifications for Road and Bridge Construction of the State of New Hampshire Department of Transportation (NHDOT) and any Addenda shall apply as amended by these contract documents. A copy of the Standard Specifications can be found here:

<https://www.nh.gov/dot/org/projectdevelopment/highwaydesign/specifications/documents/2016NHDOTSpecBookWeb.pdf>

Current Supplemental Specifications, which are considered part of this contract can be found here:

<https://www.nh.gov/dot/org/projectdevelopment/highwaydesign/specifications/supplements/index2016.htm>

References to the State, State of NH, DEPARTMENT, New Hampshire Department of Transportation, or specific Bureaus within the New Hampshire Department of Transportation (e.g., Bureau of Bridge Design), shall be understood to reference the City of Rochester, also referred to as the Owner.

Note, Final Pay Quantities (F) shall not apply to this project. Any references to final pay quantities shall be disregarded. Those items will be paid per their unit, complete in place.

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## **Special Attentions**

**GIRL BROOK TRAIL REHABILITATION**

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**SPECIAL ATTENTION****THIS PROJECT IS TO BE BID AND CONSTRUCTED UNDER THE  
2016 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION****NOTICE OF SUPPLEMENTAL SPECIFICATIONS**

The following table is a list of all of the Supplemental Specifications that have been adopted as additions or revisions to the *Standard Specifications for Road and Bridge Construction, March 2016* Edition as of the date of this Proposal. The Bidder is responsible to examine each item to determine its effect, if any, upon the Contract.

**Note: Due to the limited scope of some projects, not all Supplemental Specifications will be included in all Proposals.** All Supplemental Specifications are available on-line: [www.dot.nh.gov/about-nh-dot/divisions-bureaus-districts/highway-design/contracts-and-specifications/2016](http://www.dot.nh.gov/about-nh-dot/divisions-bureaus-districts/highway-design/contracts-and-specifications/2016).

Section	Description	Revision	Previous Revision Date	Current Revision Date
<b>DIVISION 100</b>				
101	Definitions and Terms	101.79 – Revises Frequency of QPL Updates (06/06/17) 101.116-119 – Revises Definitions of Weather Days and Working Days (04/02/18)	06/06/17	04/02/18
105.02	Plans and Working Drawings	Section Rewrite-Approval/Acceptance/Documentation (NHDOT: 12/07/23; FHWA: 11/16/23)	-	12/04/23
106.04	Qualified Products List	Revises Frequency of Updates	06/06/17	
107.01	Legal Relations and Responsibility to Public	107.01 – Revises References to DES Rules and Regulations	07/06/18	
108.09	Prosecution and Progress	108.09 – Amends the Requirements for Liquidated Damages	07/06/18	
109.04	Differing Site Conditions, Changes and Extra Work	Revises Rental Rate Blue Book Online Requirements (04/02/18) Allows Positions above the Grade of Forman to be included in Certain Work Associated with Revisions to the Contract (02/28/24)	04/02/18	02/28/24
<b>DIVISION 200</b>				
211.3.4	Vibration Monitoring	Adds reference to pre- and post-construction survey requirements	04/05/17	
<b>DIVISION 300</b>				

**DIVISION 400**

401	Plant Mix Pavements - General	<p>2.2.3 – Requires Suppliers to participate in NTPEP Asphalt Binder Suppliers (ABS) program (12/15/23) (NHDOT: 03/02/22; FHWA 12/15/23)</p> <p>3.9 – Asphalt Release Agents must be listed on QPL (12/15/23) (NHDOT: 03/02/22; FHWA 12/15/23)</p> <hr/> <p>Complete reorganization of Section 401, including incorporating all supplemental specifications thus far (01/28/21) (NHDOT: 12/02/20/FHWA: 01/28/21)</p> <hr/> <p>2.5.1 - Adds winter binder to the design control points (04/05/17)</p> <p>2.10 – No greater than 1% TRB (06/06/17)</p> <p>3.1.12.2 – Adds Pycnometer (4,000g) to equipment list (06/18/24)</p> <p>3.4.1 – Revises Cold Feeder Requirements (07/06/18)</p> <p>3.4.7.1 – Revises Recycled Materials Weighing Procedures (07/06/18)</p> <p>3.4.11 - 3.4.15 – Describes Introduction of Recycled Materials at a Batch Plant and Controls Minimum Dry Time for Recycled Aggregates (07/06/18)</p> <p>3.5.2 &amp; 3.5.2.1 – Revises Recycled Materials Requirements (07/06/18)</p> <p>3.10.10.1 – Removes penalty for failing tack (06/06/17)</p> <p>3.12 – Allows a reduction in use of pneumatic-tired rollers (06/06/17)</p> <p>3.17.1.3 - Revise NETTCP QA Technologist requirements (11/07/18)</p> <p>3.17.3.1.1 – Revises HMA gradation specification limits, completes addition of winter binder, removes allowance for Aim change after two sub-lots (06/06/17)</p> <p>4.1.1 – Removes reference to Night Items (06/06/17)</p>	12/15/23	06/18/24
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		403.1.3, 403.5.1.1 & Item Key - Removes all references to Night Items and removes “percent wear” items. (06/06/17)		
403	Pavement Item Numbers	403 Item Key - Total overhaul of Item Numbers and Descriptions to allow for type of mix in item description (07/27/20)  403 Item Key & 5.2 - Further Update of Item Descriptions to allow for type of mix (07/01/21) <small>(NHDOT: 12/02/20/FHWA: 01/28/21)</small>	07/27/20	07/01/21
410	Bituminous Surface Treatment	2.1- Adopts new AASHTO Specifications for Emulsions (04/13/16)  3.4.1.1 – Revises pavement conditions, application rate for tack (01/04/17)  2.1.1, 2.1.2, 3.2, 3.3, 3.4 – Identifies tack sampling and penalties for non-conformance (06/06/17)  3.2 & 3.5.2 – Amends Distribution Equipment and Initiates an Annual Tack Truck Inspection Program (07/06/18)	06/06/17	07/06/18
411	Pneumatic Tired Roller/Remove “AC”	2.1.2/3.4.7 – Update language to remove references to “AC” and $\frac{3}{4}$ ” PMST (01/11/24)  3.5.5 – Requires the use of pneumatic tired rollers on all Section 411 paving (06/06/17).  5.1.1 – Ensures Tack Used for PMST and Leveling Course is a Pay Item (07/06/18)  Update Pay Item Description (Remove “AC”) (01/11/24)  Removes Pay Items (04/02/18 & 01/11/24)	07/06/18	01/11/24
417	Rumble Strip Inlay	2.1 & 3.7 – Specifies PMST as the asphalt inlay to fill in rumble strips		04/02/18
<b><i>DIVISION 500</i></b>				
520	Portland Cement Concrete	3.8.1.1 – Revises the acceptable concrete delivery temp to 90° F (04/02/18)  3.1.6.2.1.2 A - Revise NETTCP QA Technologist requirements (11/07/18)	04/02/18	11/07/18

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530	Waterproofing Concrete Surfaces	Deletes Section 530	05/21/18
538	Barrier Membrane	3.3.5 – Updates the laydown temperature range.	09/15/16
550	Structural Steel-Shim Plates	3.15.5.5 – Eliminate the use of weathering steel as a bearing shim plate (NHDOT: 01/08/20/FHWA: 03/18/20)	01/28/21
563	Bridge Fence	2.8 – Allows aluminum ties for attaching bridge fence	09/15/16
568	Structural Timber	2.2, 3.4.4 & 3.4.5 – Adds specific references to AWPA Standards & wooden piles	04/02/18
582	Preformed Joint Filler	2.4 – Revises Preformed Joint Filler Requirements	04/02/18

***DIVISION 600***

603	Plastic Pipe	2.3, 2.6 & 2.7 – Updated to include Polypropylene Pipe as well as associated UV Requirements (04/13/16) 2.13 – Adds Contractor's Option (06/02/16)	04/13/16	06/02/16
605	Plastic Pipe	2.1 & 2.2 – Updated to include Polypropylene Pipe	04/13/16	
606	Guardrail	2.2 – Adds specific references to AWPA Standards & wooden piles	04/02/18	
608	Detectable Warning Devices	2.6 – Updates Detectable Warning Device Requirements	04/02/18	
609	Curbs	2.4.1.1 – Allows the substitution of PG 76-28 binder in lieu of fibers	04/02/18	
615	Cofferdam for Sign Installation	5.1.5 – Revises payment for sheeting and shoring for sign structures	04/02/18	
645	Erosion Control	1.1 – Matting Section Revised and Pay Items Revised (04/02/18) 1.1 – 'Stabilization' changed to 'matting' (02/01/17) Incorporates BFM, FRM and SMM into the Standard Specs (07/06/18) 1.2.1 – Add Erosion Control Plans to furnish for SWPPP (11/07/18) 3.1.5 – Update construction dates for allowable area of exposed, unstabilized soil (11/07/18)	07/06/18	11/07/18

**DIVISION 700**

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702	Bituminous Materials	Amends/Corrects Table 702-1 & 702-2 (04/13/16 & 01/11/24) Amends Tables, and Adds Test Method (05/11/16)	05/11/16	01/11/24
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**SPECIAL ATTENTION****THIS PROJECT IS TO BE BID AND CONSTRUCTED UNDER THE  
2010 STANDARD PLANS FOR ROAD CONSTRUCTION****NOTICE OF STANDARD PLANS**

The following table is a list of all of the Standard Plans that have been adopted as additions or revisions to the *Standard Plans for Road Construction*, June 2010 Edition as of the date of this Proposal. The Bidder is responsible to examine each standard to determine its effect, if any, upon the Contract.

**Note:** All Standard Plans are available on-line:  
[www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/index.htm](http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/index.htm).

**Note:** See also Standard Plans for Road Construction List of Revisions on-line:  
[www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/documents/errata\\_2010\\_standards.pdf](http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/documents/errata_2010_standards.pdf).

Note: See also Highway Design Detail Sheets on-line:  
[www.nh.gov/dot/org/projectdevelopment/highwaydesign/detailsheets/index.htm](http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/detailsheets/index.htm)

### 2010 Highway Standard Plans

Standard Plan	Description	Previous Revision Date	Current Revision Date
CR-1	Granite Curb Details	06/16/10	
CR-2	Curb Details	06/16/10	
DL-1	Roadside Delineation	06/16/10	<b>03/05/15</b>
DL-2	Interchange Delineation	06/16/10	<b>03/05/15</b>
DL-3	Milled Rumble Strips (Shoulders)		<b>Under Revision</b>
DL-4	Milled Rumble Strips (Shoulders)		<b>Under Revision</b>
DL-5	Milled Rumble Strips (Shoulders)		<b>Under Revision</b>
DL-6	Milled Rumble Strips (Centerline)	06/16/10	<b>1/25/16</b>
DL-7	Milled Rumble Strips (Centerline)	06/16/10	<b>1/25/16</b>
DL-8	Milled Rumble Strips (Centerline)	06/16/10	<b>1/25/16</b>
DP-1	Drainage Pipe Details		06/16/10

DR-1	Grate and Frame Details	06/16/10	<b>8/14/15</b>
DR-2	Grate and Frame, M.H.Cover and Pavement Depression Details	11/5/10	<b>8/14/15</b>
DR-3	Precast Concrete Median Barrier Drainage Details		06/16/10
DR-4	DI-DB, Underdrain Flushing Basin and Polyethylene Liner Details	06/16/10	<b>8/14/15</b>
DR-5	Precast Reinforced Concrete C.B., D.I. and M.H.		06/16/10
ES-1	End Sections for Corrugated Steel and Reinforced Concrete Pipes		06/16/10
EW-1	Earthwork - Muck Excavation		06/16/10
FN-1	Woven Wire Fence		06/16/10
FN-2	Chain Link Fence		06/16/10
GR-1	31" Mid-Splice Beam Guardrail Standard Section - Steel Posts and Hardware Details	06/16/10	<b>8/19/15</b>
GR-2	Beam Guardrail Standard Section - Steel Posts and Hardware Details	05/03/11	<b>8/19/15</b>
GR-2A	Beam Guardrail Standard Section - Wood Posts and Hardware Details	06/16/10	<b>8/19/15</b>
GR-3	Preferred Platform for Energy Absorbing Guardrail Terminal (EAGRT)		Superseded (08/19/15) - See Detail Sheets
GR-4	Alternative Platform for Energy Absorbing Guardrail Terminal (EAGRT)		Superseded (08/19/15) - See Detail Sheets
GR-5	Beam Guardrail Terminal Section Type E-2		06/16/10
GR-6	Beam Guardrail - Terminal Section Type E-2 Hardware Details		06/16/10
GR-7	Beam Guardrail - Terminal Section Type E-2 Modified 30		06/16/10
GR-8	Beam Guardrail - Terminal Section Type E-2 Modified 40		06/16/10
GR-9	Beam Guardrail - Terminal Section Type E-2 Modified 45		06/16/10
GR-10	Beam Guardrail - Terminal Unit Type G-2		06/16/10
GR-11	Beam Guardrail - Thrie Beam Double Faced (Wood Posts)	06/16/10	<b>11/05/10</b>
GR-12	Beam Guardrail - Thrie Beam Double Faced (Steel Posts)	11/05/10	<b>05/03/11</b>
GR-13	Beam Guardrail - Thrie Beam Single Faced (Wood Posts)	06/16/10	<b>11/05/10</b>
GR-14	Beam Guardrail - Thrie Beam Single Faced (Steel Posts)	11/5/10	<b>05/03/11</b>
GR-15	Precast Concrete Barrier 42" F-Shape (Double-Faced)	06/16/10	<b>11/05/10</b>
GR-16	Transition F-Shape Barrier	06/16/10	<b>11/05/10</b>
GR-17	Transition F-Shape Barrier and Guardrail (Wood Posts)	11/05/10	<b>10/30/12</b>

GR-18	Transition F-Shape Barrier and Guardrail (Steel Posts)	11/05/10	<b>10/30/12</b>
GR-19	Single Slope Barrier	11/05/10	<b>04/03/14</b>
GR-20	Transition Single Slope Concrete Barrier, Precast	10/30/12	<b>04/03/14</b>
GR-21	Transition Single Slope Concrete Barrier and Guardrail (Wood Posts)	11/05/10	<b>10/30/12</b>
GR-22	Transition Single Slope Concrete Barrier and Guardrail (Steel Posts)	11/05/10	<b>10/30/12</b>
GR-23	Portable Concrete Barrier 10 foot	06/16/10	<b>10/03/13</b>
HR-1	Handrail Details		06/16/10
HR-2	Concrete Bound and Steps		06/16/10
HW-1	Headwall Details		06/16/10
HW-2	Headwall Details (45° Wings)		06/16/10
HW-3	Headwall Details (2 Pipes 45° Wings)		06/16/10
MB-1	Mailbox Details	06/16/10	<b>02/25/16</b>
PL-1	Planting Details		02/26/10
PL-2	Planting Details		06/16/10
SL-1	Pull Boxes and Conduit Trench Detail		06/16/10
SL-2	Concrete Foundations and Light Pole Base, Type B		06/16/10

#### 2010 Traffic Standard Plans

Standard No.	Description	Previous Revision Date	Current Revision Date
PM-1	Layout Details		02/26/10
PM-2	Tolerances for Pavement Marking Lines		02/26/10
PM-3	Divided Roadway Multiple Lanes with Entrance and Exit Ramps Striping Layout	02/26/10	<b>11/05/10</b>
PM-4	Divided Roadway Multiple Lanes with Entrance and Exit Ramps Striping Layout		<b>Superseded See Detail Sheets (3/21/17)</b>
PM-5	Divided Roadway Multiple Lanes with Entrance and Exit Ramps Striping Layout		02/26/10
PM-6	Painted Island Details		02/26/10
PM-7	Intersection Details	02/26/10	<b>11/05/10</b>
PM-8	Word and Symbol Lane Layout		<b>Superseded See Detail Sheets (3/21/17)</b>

PM-9	Pavement Marking at Minor Intersections	02/26/10
PM-10	Turning Lane Extension Details	02/26/10
PM-11	Accessible Parking Details	02/26/10
PM-12	Words and Symbols	02/26/10
PM-13	Words and Symbols	02/26/10
PM-14	Speed Zone Pavement Markings (Divided Highway)	02/26/10
PS-1	Aluminum Plank Details	02/26/10
PS-2	Aluminum Plank Details	02/26/10
PS-3	Aluminum Sheet Details	02/26/10
PS-4	Tubular/ U-Channel Post Detail	02/26/10
PS-5	Steel Beam Details (Non-Breakaway)	02/26/10
PS-6	Steel Beam Details (Non-Breakaway)	02/26/10
PS-7	Steel Beam Details (Breakaway)	02/26/10
PS-8	Steel Beam Details (Breakaway)	02/26/10
PS-9	Breakaway Mounts	02/26/10
PS-10	Breakaway Mounts	02/26/10
SG-1	Route Marker Details	02/26/10
SG-2	Regulatory Signs	02/26/10
SG-3	Regulatory Signs	02/26/10
SG-4	Regulatory Signs	02/26/10
SG-5	Regulatory Signs	02/26/10
SG-6	Regulatory Signs	02/26/10
SG-7	Warning Signs	02/26/10
SG-8	Warning Signs	02/26/10
SG-9	Warning Signs	02/26/10
SG-10	Warning Signs	02/26/10
SG-11	Warning Signs	02/26/10
SG-12	Miscellaneous Signs	02/26/10
SG-13	Informational Signs	02/26/10
SG-14	Informational Signs	02/26/10
TS-1	Traffic Signal Mast Arm Foundation - Type 1A	<b>Superseded (03/05/18) See Detail Sheets</b>

TS-2	Traffic Signal Mast Arm Foundation - Type 1B and 1C	<a href="#">Superseded (03/05/18) See Detail Sheets</a>
TS-3	Traffic Signal Mast Arm Foundation - Type 2	<a href="#">Superseded (03/05/18) See Detail Sheets</a>
TS-4	Quadrupole Loop Detector 2-4-2 Turns	02/26/10
TS-5	Rectangular Loop Detector 3 Turns	02/26/10

### Work Zone Traffic Control Standard Plans

Standard No.	Description	Previous Revision Date	Current Revision Date
TC-1	Text Amendment Note Sheet	11/28/18	<a href="#">05/17/19</a>
TC-2	Permanent Construction Signing	08/03/04	03/16/17
TC-3	Two-Way Traffic Lane Shift	08/03/04	03/16/17
TC-4	Bridge Rehabilitation: Stop/Yield Control	11/28/18	<a href="#">05/17/19</a>
TC-5	Single Lane Shift (Divided Highway)	08/03/04	See Detail Sheets
TC-6	Lane Closure with Lane Shift for Speed Reduction (Divided Highway)	03/16/17	<a href="#">11/28/18</a>
TC-7	Multi-Lane Closure (Divided Highway)	11/28/18	<a href="#">05/17/19</a>
TC-8	Construction Signing for Cold-Planed Surfaces	03/16/17	<a href="#">11/28/18</a>

**SPECIAL ATTENTION****ERRATA SHEET**

The following table is a list of corrections to the 2016 *Standard Specifications for Road and Bridge Construction*, as of the date of this Proposal.

Section	Description	Correction	Date
<b>DIVISION 100</b>			
104.03	Maintenance of Traffic	Amend 'winter work suspensions' in 104.03 to read 'Winter Suspension'.	06/07/07
<b>DIVISION 200</b>			
<b>DIVISION 300</b>			
<b>DIVISION 400</b>			
<b>DIVISION 500</b>			
Insert the following footnotes under Table 520-1A:			
1 See 3.1.6 TESTING			
2 For mixes containing fly-ash, silica fume, slag, or any other pozzolanic or cementitious material, the water/cement ratio of the concrete mix shall be based on the water cementitious (cement + pozzolanic or cementitious material) ratio of the mix. This water to cementitious ratio shall not exceed those listed in Table 1A. The maximum water/cement ratios listed for Concrete Class B and T are for design purposes only.			
3 Deck Overlays.			
4 <u>Maximum</u> 84 day Compressive Strength for Flowable Fill, Excavatable shall not exceed 200 psi. 06/11/16			
5 These are recommended values that may be used as a starting point for a mix design that has shown ability to meet the requirements. The amount of cement shall be adjusted and fly-ash or ground granulated blast furnace slag shall be used provided the mix design meets the minimum and does not exceed the maximum compressive strength in accordance with 2.11.1.			
6 Target values shown are for mix design approval only and are not intended for use as quality control or quality assurance requirements.			

Section	Description	Correction	Date
520	Classes of Concrete – Performance Requirements (QC/QA)	Amend the title of <i>Table 420-1B - Class of Concrete – Performance Requirements (QC/QA)</i> to <i>Table 520-1B - Class of Concrete – Performance Requirements (QC/QA)</i>	11/28/16
528	Shear Key Grout for Butted Beams	<p>Amend 528.2.9.1 to read:</p> <p><i>Grout for shear keys shall be an approved grout as listed in Section 528A of the Qualified Products List.</i></p>	06/10/16
528	Installation of Deck Panels	<p>Amend 528.2.9.2 to read:</p> <p><i>For testing, 3 neat 2" cubes shall be molded and cured in accordance with AASHTO T 106 (ASTM C 109). The average compressive strength of the 3 cubes at 7 days shall be a minimum of 6000 psi.</i></p>	06/10/16
550	PTFE Surfaces for Bearings	<p>Replace last sentence of 528.3.22.6.4 to read:</p> <p><i>If leveling screws are used, they shall be completely removed and the holes filled with grout listed in Section 528A of the Qualified Products List prior to placement of deck concrete.</i></p>	06/10/16
550	Anchor Rods	<p>Amend the first sentence of 550.2.10 to read:</p> <p><i>PTFE for use in expansion bearing assemblies shall be 100 percent virgin (unfilled) <b>polytetrafluoroethylene</b> polymer...</i></p> <p>Amend 550.3.15.4.1 to read:</p> <p><i>Anchor rods shall be set in one of the following materials:</i></p> <p><i>(a) Non-shrinking, non-ferrous, cement-base grout listed in Section 550A of the Qualified Products List. This grout shall be used only when both the temperature of the masonry and the ambient temperature are kept at 40 °F or above until the grout has cured.</i></p> <p><i>(b) Sulfur.</i></p>	08/03/16
563	Bridge Rail	<p>Amend the first sentence of 550.3.15.4.2 to read:</p> <p><i>Non-shrinking, non-ferrous, cement base grout shall be a product as included in Section 550A of the Qualified Products List.</i></p> <p>Amend 4.1 to read:</p> <p><i>Bridge rail, of the type specified, will be measured by the linear foot to the nearest tenth of a foot.</i></p>	06/10/16
606	Handrail	<p>Amend 606.2.8.2 to read:</p> <p><i>Grout for anchoring the pipe posts shall be High Strength, Impact Resistant, Non-shrink Grout as included in Section 528A of the Qualified Products List.</i></p>	06/10/16

## DIVISION 600

Section	Description	Correction	Date
	Temporary Impact Attenuators	Amend in 606.2.10.2 the reference to 2.12.4 to <b>2.10.4</b> .	11/28/16
606	Repair of Hardened Concrete	Amend in 606.3.7.12.A the reference to <i>Fast Set Non-shrink Patching Mortar</i> to <b>Rapid-Hardening Patching Material</b> .	03/21/18
609	Curbing	Amend the 2 <sup>nd</sup> sentence of 609.2.5 to read: <i>The non-shrink, non-metallic grout shall be a product as included in Section 550A of the Qualified Products List.</i>	06/10/16
609	Curb anchors	Amend 609.3.1.5.1 to read: <i>Curb anchors shall be set and grouted using non-shrink, non-metallic grout as shown on the plans.</i>	06/10/16
621	Delineators	Add the following to the end of 621.3.1.3: <i>Grout shall be as listed in Section 550A of the Qualified Products List or as directed by the Engineer.</i>	06/10/16
632	Pavement Markings	Amend the AASHTO reference in 3.2.3.1 to read: <i>AASHTO M248 Type F</i>	

**DIVISION 700**

707	Cement Mortar	Amend 2.3 to read: <i>Testing for impurities shall comply with AASHTO T 21. Results that are darker than the standard shall be cause for rejection, except as provided in 2.3.1.</i>	10/31/16
		Amend 2.3.1 to read: <i>Sand for mortar not conforming to 2.3 shall be tested in accordance with AASHTO T 71 and shall meet the requirements of 5.2.3 of AASHTO M 45.</i>	

02/22/24

SSD: 1/7/00, 3/22/00, 6/14/00, 2/8/01, 4/2/01, 1/25/02, 4/1/02, 04/15/03, 04/20/04, 05/06/05, 05/19/06, 09/17/07, 06/12/08, 03/04/09, 08/26/09, 06/28/10, 06/10/11, 04/12/12, 04/18/13, 01/02/14, 10/22/14, 01/16/15, 01/15/16, 09/12/16, 02/09/17, 04/27/17

## **SPECIAL ATTENTION**

### **QUALIFIED PRODUCTS LIST**

The Qualified Products List is available online at [www.dot.nh.gov](http://www.dot.nh.gov) on the *Doing Business with DOT>Contractors* webpage. A link to the Qualified Product List (QPL) is shown under the *Engineering Information* heading of this webpage. The QPL is now considered a live document and periodic updates will occur. The QPL in effect on the date of project advertisement shall apply to this contract.

Products added to the QPL can be used under this contract upon issuance of the updated QPL. The Contractor shall not use the anticipated addition of a product to the QPL as a basis for use of a product. A product removed from an updated QPL can still be used under this contract unless specifically directed by the Department that the removed product shall not be used.

## **NOTICE TO CONTRACTORS**

### **MASH Compliant Portable or Temporary Barrier Requirement and Sunsetting of Non-MASH PCB on the NHS**

For contracts on the NHS, all new Portable Concrete Barrier (PCB) (For Traffic Control) (Item 606.417) and Temporary Traffic Control Barrier (Item 606.953) manufactured after December 31, 2019, shall conform to the testing and evaluation criteria of the Manual for Assessing Safety Hardware (MASH). Existing 3-Loop PCB (NHDOT Standard GR-23) and temporary barrier that meets National Cooperative Highway Research Program (NCHRP) 350 can be used throughout its remaining useful service life (see current Standard Drawing GR-23 regarding linking pin information). Non-MASH compliant PCB and temporary barrier fabricated/manufactured after December 31, 2019 will not be allowed.

To achieve the goal of 100% MASH compliant PCB and temporary barrier on the NHS, the NHDOT will “phase-out” the use of non-MASH compliant barrier over a future four (4) year period. Beginning in 2030, approximately 25% of the contracts advertised will require the use of MASH compliant PCB and temporary barrier and the requirement will increase incrementally until the 2034 construction season, when all new contracts will specify the use of only MASH compliant PCB and temporary barrier.

*Note: In addition, a Certificate of Compliance for Item 619.1, accompanied with FHWA letter of compliance if one exists - or a copy of report of successful MASH testing if one does not exist, shall be provided to the Department stating that the traffic control devices provided meet the testing and evaluation criteria of MASH.*

### **New NHDOT Standard Portable Concrete Barrier**

Item 606.417 - Portable Concrete Barrier (Standard Drawing GR-24 and GR-25, based on Roadside Pooled Fund F-Shape Concrete Portable Barrier) cast after December 31, 2019, meets all the testing and evaluation criteria of MASH and is therefore acceptable on applicable state contracts.

MASH-compliant PCB other than the state standard (GR-24 and GR-25) may be used on a project-by-project basis, with approval of the Engineer, and only if documentation of its MASH-compliance is provided.

## **SPECIAL ATTENTION**

### **ROADSIDE SAFETY HARDWARE WORTHINESS COMPLIANCE WITH NCHRP REPORT 350 AND MASH**

The American Association of State Highway and Transportation Officials (AASHTO) has most recently published the Manual for Assessing Safety Hardware (MASH), 2016 edition. The main objective of MASH is to present uniform guidelines for the crash testing of both permanent and temporary highway safety hardware and evaluation criteria to assess test results. The need for updated crash criteria was based primarily on the changes to the vehicle fleet since the publication of National Cooperative Highway Research Program (NCHRP) Report 350. Highway safety hardware includes, but is not limited to, longitudinal barriers, crash cushions, attenuators, end terminals, breakaway supports, and work zone hardware/devices.

**IMPORTANT:** AASHTO & FHWA formed a joint Implementation Agreement (dated January 7, 2016) for MASH to set dates for states to come into compliance with MASH standards for various categories of roadside safety hardware. This agreement states full compliance to MASH for all permanent hardware by January 1, 2020.

Temporary work zone devices manufactured after December 31, 2019 must be MASH 2016 compliant. However, NCHRP-350 and MASH 2009 compliant devices manufactured prior to January 1, 2020 can be used throughout their normal service life. Service life for portable concrete barrier has been defined in the *Notice to Contractors*. Service life for temporary impact attenuation devices has been defined in their item specifications. All other devices meeting NCHRP-350 or MASH 2009 compliance, and manufactured prior to January 1, 2020, such as temporary barricades, can be used until December 31, 2025.

### **WORK ZONE TRAFFIC CONTROL DEVICES:**

The following is a summary of work zone traffic control devices categories, and their crash testing acceptance requirements, titled “Recommended Procedures for the Safety Performance Evaluation of Highway Features,” testing and evaluation criteria as implemented by the AASHTO-FHWA Agreement (350 Agreement) dated July 1, 1998. These categories and associated requirements also apply to newly designed or revised devices that would now fall under MASH testing criteria.

**Category I:** Small, lightweight devices that are known to be crash-worthy from crash testing or years of demonstrable safe operational performance. These include plastic or rubber cones, tubular markers, flexible delineators, and plastic drums with no lights, batteries, signs, etc. added. For devices to be included in this category, there must be virtually no potential that they will penetrate windshields, cause tire damage, or have a significant effect on the control or trajectory of an impacting vehicle. These devices will be allowed based upon developer’s self-certification, as long as there are no attachments to the device.

**Category II:** Devices that are not expected to produce significant vehicular velocity change, but may be otherwise hazardous. All or parts of the devices may be substantial enough to penetrate a windshield or injure a worker or they may cause instability when driven over or become lodged under a vehicle. The total mass of a Category II device must be less than 45 kg. Examples of this category are barricades, portable sign supports, intrusion detectors and alarms and drums, vertical panels, or cones with lights.

**Category III:** Devices expected to cause significant velocity change or other potentially harmful reactions in impacting vehicles and Category II devices with a mass greater than 45 kg. Examples of this category are Truck-mounted attenuators (TMA), portable crash cushions, and portable concrete barrier (requires appropriate sized pin and loop or better connection).

**Category IV:** Examples of this category are portable, usually trailer mounted devices such as area light supports, flashing arrow panels/arrows displays, temporary traffic signals, and changeable message signs. However, these types of devices combined with TMA are considered Category III devices.

All categories of project work zone traffic control devices in use shall conform to the testing and evaluation criteria as outlined above. Devices not conforming to the criteria shall be replaced with conforming devices at no expense to the Department.

**SPECIAL ATTENTION****INVASIVE SPECIES**

The statutory authority of NH Department of Agriculture *RSA 430:55* and NH Department of Environmental Services RSA 487:16-a prohibits the spread of invasive plants listed on the NH Prohibited Species list. Construction activities should avoid impacting areas containing invasive plant species in order to avoid spreading these plants to new sites. If invasive plants cannot be avoided, then the following suggested best management practices (BMPs) should be incorporated into all projects. These BMPs have been summarized from the NHDOT manual *Best Management Practices for the Control of Invasive and Noxious Plant Species*.

**Earthwork:**

- Minimize soil disturbance whenever possible outside the limits of excavation.
- Stabilize disturbed soils by seeding and/or using mulch, hay, rip-rap, or gravel that is free of invasive plant material.
- Materials such as fill, loam, mulch, hay, rip-rap, and gravel should not be brought into project areas from sites where invasive plants are known to occur.

**Movement of equipment:**

- Equipment movement should be from areas not infested by invasive plants to areas infested by invasive plants whenever possible.
- Staging areas should be free of invasive plants to avoid spreading seeds and other viable plant parts.

**Removing vegetation:**

- In areas where invasive plants will be impacted by construction activities, vegetation should be cut or removed prior to seed maturation (approximately August 1st).
- These invasive plants have the ability to sprout from stem and root fragments: purple loosestrife, phragmites, and Japanese knotweed. Mowing these plants should be avoided. When these plants are cut by other means, all plant material must be destroyed and extra care should be taken to avoid spreading plant fragments.
- Equipment used to cut or remove invasive plants should be cleaned at least daily, as well as prior to transport.

The NHDOT manual *Best Management Practices for the Control of Invasive and Noxious Plant Species* and supporting fact sheet documents are available on line at [www.nh.gov/dot/org/projectdevelopment/environment/units/program-management/invasivespecies.htm](http://www.nh.gov/dot/org/projectdevelopment/environment/units/program-management/invasivespecies.htm) or through the NHDOT Records Section (603-271-1601).

Items will be included in the contract under Sections 201 or 697 for projects that will require these control methods.

**NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY  
EMPLOYMENT OF NEW HIRES**

The following is a list of the local State Employment Security Offices from which the Contractor may secure the unskilled labor for this project:

Department of Employment Security  
151 Pleasant Street, PO Box 159  
Berlin, NH 03570-2006  
Telephone: (603) 752-5500

Department of Employment Security  
10 West Street, PO Box 1140  
Concord, NH 03302-1140  
Telephone: (603) 228-4100

Department of Employment Security  
109 Key Road  
Keene, NH 03431-3926  
Telephone: (603) 352-1904

Department of Employment Security  
646 Union Street, Suite 100  
Littleton, NH 03561-5314  
Telephone: (603) 444-2971

Department of Employment Security  
6 Townsend West  
Nashua, NH 03063-1217  
Telephone: (603) 882-5177

Department of Employment Security  
29 South Broadway  
Salem, NH 03079-3026  
Telephone: (603) 893-9185

Department of Employment Security  
404 Washington Street, PO Box 180  
Claremont, NH 03743-0180  
Telephone: (603) 543-3111

Department of Employment Security  
518 White Mountain Hwy.  
Conway, NH 03818-4205  
Telephone: (603) 447-5924

Department of Employment Security  
426 Union Avenue, Suite 3  
Laconia, NH 03246-2894  
Telephone: (603) 524-3960

Department of Employment Security  
300 Hanover Street  
Manchester, NH 03104-4957  
Telephone: (603) 627-7841

Department of Employment Security  
2000 Lafayette Road  
Portsmouth, NH 03801-5605  
Telephone: (603) 436-3702

Department of Employment Security  
6 Marsh Brook Road  
Somersworth, NH 03878  
Telephone: (603) 742-3600

**SPECIAL ATTENTION****HISTORIC AND ARCHAEOLOGICAL RESOURCES**

In order to avoid impacts to archaeological resources, the Contractor shall obtain and submit to the Engineer a written certification from either: 1) the State Archaeologist, or 2) a qualified archaeologist as defined below prior to any offsite excavation or other work at any disposal site, haul road, storage area, staging area, or other areas located outside the right-of-way limits of the project. Such certification shall be made on one of the attached forms. One is intended for site clearance by the state archaeologist and the other for investigation by a qualified archaeologist. Any work in such areas may only commence after receipt of this certification and upon written authorization to proceed by the Engineer.

This Special Attention does not apply to natural materials obtained from pre-existing (i.e., owned and operated by the Contractor prior to bidding on the subject contract) and/or commercially available sources. Commercially available sources is meant to include licensed or permitted sources where anyone could purchase natural materials.

If the State Archaeologist determines that further field investigation is necessary the Contractor must decide whether to pursue alternative locations or to have the site(s) in question evaluated. If the latter is decided, it will be necessary for the Contractor and the Engineer to meet with the NHDOT Bureau of Environment, the Division of Historic Resources and the Federal Highway Administration to determine the appropriate course of action. Note that the latter parties meet twice a month on the first and second Thursdays of each month.

**Professional Qualifications for Principal Investigators in Archaeological Investigations**

All archaeologists contracting with NHDOT as principal investigators will be qualified for such work, as determined by NHDHR. See **list of qualified archaeological firms at [www.nh.gov/nhdhr/consultants\\_archaeology.html](http://www.nh.gov/nhdhr/consultants_archaeology.html)**. According to NHDHR guidelines, principal investigators must meet the minimum standards presented in 36 CFR 61.

These regulations require a graduate degree in archaeology, anthropology, or related field; at least one year full-time professional experience or an equivalent period of training in archaeological research, administration, or management; at least four months of supervised field and analytical experience in general North American archaeology; and demonstrated capability to complete archaeological research through all its phases. These standards distinguish between the prehistorian and historical archaeologist. Each must have a specialization in his/her respective areas and at least one year of full-time professional experience at the supervisory level in the study of the Native American cultural traditions or the historic period.

NHDHR also requires the following additional qualifications. All prehistorians will have at least one year of supervisory experience in the region encompassing the glaciated Northeast. Historical archaeologist will have a least one year of supervisory experience in New England, New Jersey, New York, or Pennsylvania. Historical archaeologists specializing in submerged nautical resources will possess at least one year's experience in the study of such resources along the Atlantic seaboard. NHDOT requires that the principal investigator has successfully completed one or more projects in New Hampshire in a timely manner. Principal investigators will be knowledgeable about the federal and state cultural resources management laws and regulations including those relating to the treatment of human remains in marked and unmarked graves. As soon as research or initial investigations indicate the likely presence of Native American or historic deposits, a principal investigator with training and experience in that area shall supervise the work.

The principal investigator is responsible for each aspect of the project. The principal investigator will maintain sufficient presence in repositories, the field, and laboratory to set up the study, ensure appropriate collection and accurate documentation of data, direct needed modifications as investigations proceed, field-check accuracy of field data, establish and direct analysis, and oversee documentation and preparation of recommendations at its close. In phases II and III as the intensity of excavation increases, it is anticipated that this presence will proportionately rise. All research, field investigations, analysis, and report preparation will be completed within the schedule set in the authorization of work unless notification is given and adequate justification is provided to NHDOT.

Depending on the nature of the site, the prehistoric or historic archaeologist may require additional qualifications or additional personnel qualified in other fields that may not be specified under 36CFR61. For example, projects for NHDOT encounter situations in which personnel with expertise and/or demonstrated experience in geomorphology, botany, faunal analysis, forensic anthropology, and industrial and urban archaeology are needed. These individuals will possess graduate training in their field, two years of professional experience in the area of expertise for which they are being consulted, and the demonstrated ability to complete a research project with a report of findings. Principal investigators may also need to add architectural historians, historians, historical landscape architects, etc. to their team whose professional qualifications will follow those provided in 36 CFR 61.

**CERTIFICATION BY NHDHR**

For the purpose of compliance with the Special Attention, Historic and Archeological Resources, dated February 14, 2003, relative to Federal-Aid Highway Project No. \_\_\_\_\_, NHDOT Project No. \_\_\_\_\_, I certify the following:

1. That I have reviewed the maps, plats, photographs or other identifying geographical information supplied to me by the Contractor.
2. That the areas located on these maps, etc. are to be utilized by the Contractor \_\_\_\_\_ for the following purposes:
  - a. Excavation area \_\_\_\_\_.
  - b. Waste material area \_\_\_\_\_.
  - c. Storage or staging area \_\_\_\_\_.
  - d. Haul road \_\_\_\_\_.
  - e. Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
3. That I have reviewed the NHDHR site files relative to these locations and proposed uses.
4. On the basis of the above information, I have concluded that:
  - a. The location(s) have been previously reviewed, no resources have been identified, and there is no need for further archaeological evaluation \_\_\_\_\_.
  - b. The location(s) are such that no further archaeological evaluation is necessary \_\_\_\_\_.
  - c. The location(s) are such that further field investigation is necessary \_\_\_\_\_.

---

NHDHR Review and Compliance Coordinator

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Date

Received:

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NHDOT Contract Administrator

---

Date

cc: FHWA

NH Division of Historical Resources  
NHDOT, Bureau of Environment

**CERTIFICATION BY ARCHAEOLOGICAL CONTRACTOR**

For the purpose of compliance with the Special Attention, Historic and Archeological Resources, dated February 14, 2003, relative to Federal-Aid Highway Project No. \_\_\_\_\_, NHDOT Project No. \_\_\_\_\_, I certify the following:

1. That I have examined the areas identified on the attached plans, maps, or property plats.
2. That these areas are to be utilized by the Contractor \_\_\_\_\_ for the following purposes:
  - a. Excavation area \_\_\_\_\_.
  - b. Waste material area \_\_\_\_\_.
  - c. Storage or staging area \_\_\_\_\_.
  - d. Haul road \_\_\_\_\_.
  - e. Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
3. That I have used the following techniques in my examination:
  - a. Literature search \_\_\_\_\_
  - b. Walkover (describe methodology) \_\_\_\_\_  
\_\_\_\_\_
  - c. Subsurface testing (if appropriate) \_\_\_\_\_  
\_\_\_\_\_
4. That in my professional opinion, there is minimal or no likelihood that there are cultural resources (either historic or pre-historic) present or that any such resources present have integrity, and that there is no need for any other evaluative measures prior to the use of the areas described above for the purposes noted.

---

Archaeological Contractor

Date

Review by: \_\_\_\_\_  
NHDHR Review and Compliance  
Coordinator

Date

Received:

---

NHDOT Contract Administrator

Date

cc: FHWA  
NH Division of Historical Resources  
NHDOT, Bureau of Environment

## **Special Provisions**

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**Girl Brook Trail Rehabilitation  
Hanover 44015**

**July 2025**

**S P E C I A L P R O V I S I O N**

**AMENDMENT TO SECTION 105 – CONTROL OF WORK**

**AMENDMENT TO SECTION 105.12 – CONSTRUCTION ZONE(S)**

In accordance with Section 105.12 of the Standard Specifications, the construction work zone(s) designated for this contract shall extend 500 feet beyond the work limits as described below and/or shown on the project layout map on the reverse of this page:

**DESCRIPTION OF WORK LIMITS**

The project involves work to construct a multi-use trail located upon the existing Girl Brook sewer easement between Verona Avenue and Reservoir Road in Hanover.

The limits of work are as follows:

- Girl Brook Trail – Work begins at Verona Avenue at the intersection with Willow Spring Lane and Willow Spring Circle. Work ends approximately 75 feet south of Reservoir Road along the Dartmouth College Child Care Center driveway.

**END OF SECTION**

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Girl Brook Trail Rehabilitation  
Hanover 44015

July 2025

## S P E C I A L P R O V I S I O N

### AMENDMENT TO SECTION 108 -- PROSECUTION AND PROGRESS

#### AMENDING SUBSECTION 108.07 - DETERMINATION CONTRACT TIME EXTENSION FOR EXCUSABLE, NONEXCUSABLE, NONCOMPENSABLE AND COMPENSABLE DELAYS

\*\* See Prosecution of Work for applicable completion date(s). \*\*

Amend the fourth paragraph to read:

The Contractor's plea that insufficient time was specified is not a valid reason for an extension of time. When the contract sets forth a calendar completion date, due consideration will have been given to the Saturdays, Sundays, legal holidays, and the period between December 1 and April 1 inclusive in the anticipated period of construction. **No extension of the contract completion date will be allowed due to such days.** When the contract stipulates a completion date that falls on a Saturday, Sunday, or legal holiday, or when the time as extended by the Engineer falls on a date that is a Saturday, Sunday, or legal holiday, the contract time will be extended to the next working day. **No consideration will be given for unfavorable weather or ground conditions.**

Delete 108.07.B.2.

END OF SECTION

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**Girl Brook Trail rehabilitation  
Hanover 44015**

**July 2025**

**SPECIAL PROVISIONS**

**AMENDMENT TO SECTION 109 – MEASUREMENT AND PAYMENT**

**AMENDMENT TO SUBSECTION 109.11 – FINAL PAY QUANTITY**

*The intent of this special provision is to remove Final Pay Quantities from this contract.*

**Delete** Subsection 109.11:

**END OF SECTION**

**This page left intentionally blank.**

**Girl Brook Trail Rehabilitation  
Hanover 44015**

July 2025

**SPECIAL PROVISION****AMENDMENT TO SECTION 304 – AGGREGATE BASE COURSE****Item 304.75X – X" Stone Dust Wearing Surface for Trails****Add to Materials:****2.12 Stone Dust Wearing Surface for Trails.**

**2.12.1** Stone dust shall be clean, granular, well-graded, and free from sand or organic material.

**2.12.2** Aggregate shall consist of hard, durable particles or fragments of crushed stone or gravel conforming to the following requirements and gradations:

Los Angles abrasion, ASTM C 131 and C 535.....	50% max.*
Fractured faces (one face).....	95% min.*
Fractured faces (two faces).....	75% min.*
Soundness loss, 5 cycles, ASTM C 88 (magnesium).....	18% max.*
Flat/Elongated (length to width >5 ASTM D4791.....	15% max.*

**2.12.3** Materials shall be free from lumps or balls of clay.

**2.12.4** Material passing the No. 4 sieve shall consist of natural or crushed sand and fine mineral particles. The material, including any blended filler, shall have a plasticity index of not more than 6 and a liquid limit of not more than 25 when tested in accordance with ASTM D4318.

**2.12.5** Aggregate shall contain a minimum of 5% clay particles but no more than 50% of the portion of material passing the No. 200 sieve size shall be clay. Inorganic clay to be used as binder shall conform to the following:

Liquid Limit.....	30 min. Plastic
Index.....	8 min.

**2.12.6** The fraction of material passing the No. 200 sieve size shall be determined by washing as indicated in ASTM D1140, "Amount of Material in Soils Finer Than the No. 200 Sieve." The fractured faces for the coarse aggregate portion (retained on the No. 4 Sieve) shall have an area of each face equal to at least 75% of the smallest midsectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces. Fractured faces shall be obtained by mechanical crushing.

**2.12.7** Gradation shall be obtained by crushing, screening, and blending processes as may be necessary. Material shall meet the following screen analysis requirements by weight.

Sieve Designation	Percent Passing
3/8"	100%
No. 4	60-81%
No. 8	44-60%
No. 40	20-33%
No. 200	10-16%

**Add** to 3.5 - Testing for Gradation:

### **3.5.6 Stone Dust for Wearing Surface for Trails.**

**3.5.6.1** Thirty days prior to the beginning of the placement of stone dust, Contractor shall submit test results from a certified testing laboratory and a Certificate of Compliance.

**3.5.6.2** Material tested will be from a predetermined stockpile of material.

**3.5.6.3** In addition to initial testing, Contractor shall perform additional gradation tests and furnish results as materials are processed and/or delivered. Frequency of additional testing shall be 1 test per 500 cubic yards. If source of materials should change after completion of original test, a complete set of tests, as required above, shall be performed again.

**3.5.6.4** The Engineer reserves the right to conduct quality control inspection and testing to determine the reliability of the test results and Certificate of Compliance. Materials delivered that do not comply with the specifications and/or certificates shall be removed from the site at no cost to the Department.

**Add** to Pay items and units:

304.754	4" Stone Dust Wearing Surface for Trails	Cubic Yard
---------	--	------------

END OF SECTION

July 2025

**S P E C I A L   P R O V I S I O N****AMENDMENT TO SECTION 645 -- EROSION CONTROL****Item 645.512 - Compost Sock for Perimeter Berm**

This special provision provides for compost sock for perimeter berm and neither amends nor modifies the provision of this section except as noted below. The intent of this item is to work in conjunction with, or in-lieu of silt fence where entrenched silt fence is not feasible.

**Description**

**1.1** The Contractor shall furnish and install degradable compost socks for perimeter berm at locations shown on the SWPPP plans or as ordered. Removal, if necessary, will be subsidiary to the item, and will be conducted as directed by the Engineer. The compost sock for perimeter berm shall be used as such and is not intended for areas which may receive concentrated flows such as channels or restricted outlets.

**Materials****2.1 Compost Sock for Perimeter Berm.** Sock must be:

**2.1.1** A mesh tube, oval to round in cross section, 12 inches in diameter. Sock must have a minimum durability of one year after installation.

**2.1.2** Composed of a knitted biodegradable or photodegradable material with 1/8 to 3/8 inch openings. Fabric must be clean; evenly woven; free of encrusted concrete or other contaminated materials; and free from cuts, tears, broken or missing yarns and thin, open, or weak places.

**2.2 Compost Media**

**2.2.1.** Compost may be derived from green material consisting of chipped, shredded, or ground vegetation; or clean recycled wood products.

**2.2.2** Compost must not be derived from mixed municipal solid waste and be reasonably free of visible contaminants. Compost must not contain paint, petroleum products, pesticides or any other chemical residues harmful to animal life or plant growth. Compost must not possess objectionable odors.

**2.3 Chemical, Physical and Biological Parameters**

**2.3.1** Compost products specified for use in this application must meet the criteria specified in Table 1, below.

**2.3.2** Only compost products that meet all applicable state and federal regulations pertaining to its production and distribution may be used in this application. Approved compost products must meet related state and federal chemical contaminant (e.g., heavy metals, pesticides, etc.) and pathogen limits pertaining to the feedstocks (source materials) in which it is derived.

**Table 1 – Compost Media Parameters**

Parameters	Reported as (units of measure)	Characteristics
pH <sup>2</sup>	pH units	5.0 - 8.5
Soluble Salt Concentration <sup>2</sup> (electrical conductivity)	dS/m (mmhos/cm)	Maximum 5
Moisture Content	%, wet weight basis	30 – 60
Organic Matter Content	%, dry weight basis	25 – 65
Particle Size	% passing a selected mesh size, dry weight basis	3" (75 mm), 100% passing 1" (25mm), 90% to 100% passing 3/4" (19mm), 70% to 100% passing 1/4" (6.4mm), 30% to 75% passing Maximum: particle size length of 6" (152mm) (no more than 60% passing 1/4" (6.4 mm) in high rainfall/flow rate situations)
Stability <sup>3</sup> Carbon Dioxide Evolution Rate	mg CO <sub>2</sub> -C per g OM per day	< 8
Physical Contaminants (man-made inerts)	%, dry weight basis	< 1

Note: The composition of this media is similar to the vegetated filter berm media from AASHTO R 51. Very coarse (woody) composts that contain less than 30% of fine particles (1mm in size) shall be avoided, as optimum reductions in total suspended solids (TSS) is desired and berms may be seeded.

### **Construction Requirements**

**3.1 Site Preparation.** To ensure optimum performance, cut down or remove heavy vegetation, and level uneven surfaces to ensure that the filter sock uniformly contacts the ground surface.

### **3.2 Installation**

**3.2.1** Prior to installation, clear the area of obstructions including rocks, clods, and debris greater than one inch.

**3.2.2** Fill socks uniformly with compost to the desired length such that the logs do not deform. Secure ends.

**3.2.3** When more than one compost sock is required to achieve desired length, join socks longitudinally with a 1 foot 6 inch overlap.

**3.2.4** Compost sock may be installed using installation method Type 1, Type 2, or a combination:

**3.2.4.1** Installation Method Type 1:

- Place directly on the ground with good contact with the finish grade.
- Secure with wood stakes every 4 feet along the length of the compost sock.
- Secure the ends of the compost sock by placing a stake 6 inches from the end of the compost sock.
- Drive the stakes into the soil so that the top of the stake is less than 2 inches above the top of the compost sock.

**3.2.4.2** Installation Method Type 2:

- Place directly on the ground with good contact with the finish grade.
- Secure with rope and notched wood stakes.
- Drive stakes into the soil until the notch is even with the top of the compost sock.
- Lace the rope between stakes and over the compost sock. Knot the rope at each stake.
- Tighten the compost sock to the surface of the slope by driving the stakes further into the soil.
- 

**3.2.5** Install compost sock approximately parallel to the slope contour or as otherwise specified in the SWPPP or ordered by the Engineer.

### **3.3 Maintenance**

**3.3.1** Inspect compost socks regularly, and after each rainfall event, to ensure that they are intact and functioning correctly. Remove sediment that builds up behind the sock before it interferes with the functionality of the sock. Deposit the removed sediment within the project limits so that the sediment is not subject to erosion by wind or by water.

**3.3.2** Repair or replace split, torn, or unraveling socks. Replace broken or split stakes. Sagging or slumping compost socks must be repaired with additional stakes or replaced. Correct locations where rills and other evidence of concentrated runoff have occurred

beneath the socks. Compost socks must be repaired or replaced within 24 hours of identifying the deficiency.

**3.3.3** Remove sock mesh tubes when directed by the Engineer. Cut mesh and empty sock contents in place and rake to distribute evenly.

#### **Method of Measurement**

**4.1** Compost sock for perimeter berm will be paid for by the linear foot (linear meter) to the nearest 1 foot (one-half meter). Measurement will be along the top of each continuous run complete in place.

#### **Basis of Payment**

**5.1** The accepted quantity of compost sock for perimeter berm will be paid for at the contract unit price per linear foot (linear meter) installed. No additional payment will be made for overlaps, splices or the anchoring of the system.

#### **Pay items and units:**

645.512 Compost Sock for Perimeter Berm	Linear Foot (Linear Meter)
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#### **END OF SECTION**

July 2025

**S P E C I A L   P R O V I S I O N****AMENDMENT TO SECTION 670 - MISCELLANEOUS INCIDENTALS****Item 670.5905 – Wooden Pedestrian Bridge**

The intent of this special provision is to provide a wooden pedestrian bridge to replace a washed out bridge along the Goodwin Park recreational trail, as shown on the plans.

**Description**

- 1.1** This work shall consist of all work required to install the new wooden pedestrian bridge as shown on the plans. Work includes, but is not limited to minor earthwork, site grading, loaming and seeding disturbed areas, and other elements as directed by the Engineer to install the bridge and restore this banks of the trail to its original condition.

**Materials**

- 2.1** The materials of construction and shall be in accordance with applicable sections Standard Specifications, and all other applicable Standard Specifications and Special Provision Specifications, or as directed by the Owner's Representative.
- 2.2** Lumber shall be pressure treated, well seasoned, straight, sound and free from shakes and large loose knots and shall have no areas of wear or any defects which the Engineer determines will impair its strength or durability for the purpose intended.

**Construction Requirements**

- 3.1** The construction requirements and shall be in accordance with applicable sections of the Standard Specifications and all other applicable Standard Specifications and Special Provision Specifications, or as directed by the Owner's Representative. Contractor shall coordinate all work with the Owner's Representative for written authorization to proceed, including detailed description of the work, prior to providing any work under this Special Provision.

**Method of Measurement**

- 4.1** Work authorized under this section will be measured as a unit, complete in place, upon approval of the Engineer.

## **Basis of Payment**

**5.1** Payment for work authorized under this section will be made on a unit basis complete and in place.

### **Payment items and units:**

## Item 670.5905 – Wooden Pedestrian Bridge Unit

## END OF SECTION

**Girl Brook Trail Rehabilitation  
Hanover 44015**

**July 2025**

**SPECIAL PROVISION**

**SECTION 1008 – ALTERATIONS & ADDITIONS AS NEEDED**

**ADD**

**Item 1008.51 – Miscellaneous Landscape Treatment**

**Description**

**1.1** Item 1008.51 shall consist of all work required for planting of trees and shrubs or completing other miscellaneous landscaping restoration or preservation as ordered by the Engineer.

**Materials**

**2.1** The materials of construction and shall be in accordance with Sections 650 through 658 of the Standard Specifications, and all other applicable Standard Specifications and Special Provision Specifications, or as directed by the Engineer.

**Construction Requirements**

**3.1** The construction requirements and shall be in accordance with Sections 650 through 658 of the Standard Specifications and all other applicable Standard Specifications and Special Provision Specifications, or as directed by the Engineer. Contractor shall coordinate all work with the Engineer for written authorization to proceed, including detailed description of the work, prior to providing any work under this Special Provision.

**Method of Measurement**

**4.1** Work authorized under this section will be measured as provided in 109.01; however when such work falls within the specifications of another contract item, the work will be measured according to the method of measurement for that contract item.

**Basis of Payment**

**5.1** Payment for work authorized under this section will be made on a dollar basis according to 109.04 for miscellaneous items.

**Girl Brook Trail Rehabilitation  
Hanover 44015**

**July 2025**

- 5.2** The dollar limit set in the proposal will not limit the Engineer in the value of work performed under this item.
- 5.3** Payment of the allowance amount set in the proposal will not be on a lump sum basis. Only the amount determined for the value of the work ordered will be paid.
- 5.4** The Bidder's attention is called to the dollar amount inserted in the proposal under these items, which dollar amount is the allowance the Owner has set up for the special work. This figure must not be altered by the Bidder on the proposal, and must be included to obtain the grand total of the bid for the Contract.

**Payment items and units:**

1008.51 -	Miscellaneous Landscaping Treatment	Dollar
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The allowance for Item 1008.51 on this project has been set as \$10,000.00

**End of Section**

## **APPENDIX**

### **GIRL BROOK TRAIL REHABILITATION**

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## **APPENDIX A**

### **GIRL BROOK TRAIL REHABILITATION PLANS AND NHDOT STANDARD DRAWINGS**

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## **APPENDIX B**

### **NHDES WETLAND PERMIT**

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The State of New Hampshire  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

September 17, 2025

TOWN OF HANOVER  
ROBERT HOUSEMAN  
41 SOUTH MAIN ST  
HANOVER NH 03755

**Re: Approved Standard Dredge and Fill Wetlands Permit Application (RSA 482-A)**  
**NHDES File Number: 2025-01590**  
**Subject Property: Girl Brook, Hanover, Tax Map/Block/Lot(s): 44/no block/54**

Dear Applicant:

On September 17, 2025, the New Hampshire Department of Environmental Services (NHDES) Wetlands Bureau approved the above-referenced Standard Dredge and Fill Wetlands Permit Application. Enclosed please find Wetlands Permit # 2025-01590 to Dredge and fill 4,800 square feet (SF) of palustrine emergent wetlands to construct Girls Brook multi-use path along the existing trail located upon the existing Girl Brook sewer easement. In addition, temporary impact 6,450 SF during construction. The permittee shall notify the department in writing at least one week prior to commencing any work under this permit and shall file a notice of completion of work and certificate of compliance with the department within 10 working days of completion of the work authorized by this permit.

This permit is not valid unless signed by the permittee and the principal contractor, if any, who will build or install the project. Prior to start of construction, a copy of this permit shall be posted in a secure manner in a prominent place at the site of the approved project. It shall remain posted until the project is completed. Transfer of this permit to a new owner shall require notification to, and approval of, the NHDES. **This permit does not convey any property right, nor does it preclude the need to meet any other applicable state, federal, or municipal legal requirements.**

In accordance with RSA 482-A:10, RSA 21-O:14, and Rules Ec-Wet 100-200, **any person aggrieved by this decision may file a Notice of Appeal directly with the NH Wetlands Council (Council) within 30 days of the decision date, September 17, 2025.** Every ground claiming the decision is unlawful or unreasonable must be fully set forth in the Notice of Appeal. Only the grounds set forth in the Notice of Appeal are considered by the Council. Information about the Council, including Council Rules, is available at <https://www.nhec.nh.gov/wetlands-council/about>. For appeal related issues, contact the Council Appeals Clerk at (603) 271-3650.

**This approval is based on the following findings:**

1. This is classified as a major impact project per Env-Wt 517.06(c), as impacts to jurisdictional areas other than a watercourse are greater than 10,000 SF.
2. Per Rule Env-Wt 311.01(b) and (c)(1), the applicant coordinated with the Natural Heritage Bureau (NHB). The applicant agreed with NHB to conduct surveys and flag threaten and endangered species identified in NHB data check letter NHB24-2655.
3. The applicant has avoided and minimized jurisdictional impacts to the extent practicable, in accordance with Env-Wt 313.03 and Env-Wt 517.02(a)(2). The proposed trail improvements are located within the footprint of the existing trail, which lies within a sewer easement. Relocating the trail would result in additional disturbances, including impacts to sensitive habitats and the need to obtain new property rights.
4. NHDES finds that Env-Wt 313.03 and Env-Wt 517.02(a)(2) were met based on our field inspection of May 27, 2025.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • Fax: (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

September 17, 2025

Cover Letter Page 2 of 2

5. Per Env-Wt 204.05(a), NHDES has granted a waiver to the requirement established in Rule Env-Wt 306.05(a)(1), to have all wetlands delineated. NHDES finds that the delineated area is sufficient to demonstrate that the least impacting practicable alternative has been selected.

6. Granting the above referenced waiver will not result in an avoidable adverse impact on the environment or natural resources of the state, public health or public safety and any benefit to the public or the environment from complying with the rule is outweighed by the operational or economic costs to the applicant.

If you have any questions, please contact me at Emmanuel.UWIZEYE@des.nh.gov or (603)271-4197.

Sincerely,



Mary Ann Tilton

Assistant Bureau Administrator, Wetlands Bureau  
Land Resources Management, Water Division

Enclosure

Copied: Tracey Tufts, Stantec Consulting Services INC.  
Municipal Clerk/Conservation Commission



The State of New Hampshire  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

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**WETLANDS PERMIT 2025-01590**

**NOTE CONDITIONS**

**PERMITTEE:** TOWN OF HANOVER  
ROBERT HOUSEMAN  
41 SOUTH MAIN ST  
HANOVER NH 03755

**PROJECT LOCATION:** GIRL BROOK, HANOVER  
Tax Map/Block/Lot(s): 44/no block/54

**WATERBODY:** None

**APPROVAL DATE:** SEPTEMBER 17, 2025      **EXPIRATION DATE:** SEPTEMBER 17, 2030

---

The New Hampshire Department of Environmental Services' (NHDES) review of permit application 2025-01590 has found that it is consistent with RSA 482-A. NHDES hereby issues this Wetlands Permit authorizing the impacts described provided the Conditions imposed are met. To validate this Permit, the Permittee and the Principal Contractor are required to sign below.

**PERMIT DESCRIPTION:**

Dredge and fill 4,800 square feet (SF) of palustrine emergent wetlands to construct Girls Brook multi-use path along the existing trail located upon the existing Girl Brook sewer easement. In addition, temporary impact 6,450 SF during construction.

**THIS PERMIT IS SUBJECT TO THE FOLLOWING PROJECT-SPECIFIC CONDITIONS:**

1. In accordance with Env-Wt 307.16, all work shall be done in accordance with the plans dated June 11, 2025 by Stantec Consulting Services, Inc., as received by NH Department of Environmental Services (NHDES) on June 17, 2025.
2. In accordance with Env-Wt 524.05(a), a construction notice shall be submitted to the department at least 48 hours prior to commencing work.
3. In accordance with Env-Wt 307.03(a), no activity shall be conducted in such a way as to cause or contribute to any violation of surface water quality standards specified in RSA 485-A:8 that protects water quality.
4. In accordance with Env-Wt 307.03(c)(4), water quality control measures shall be capable of minimizing erosion; collecting sediment and suspended and floating materials; and filtering fine sediment.
5. In accordance with Env-Wt 307.03(c)(5), water quality control measures shall be maintained to ensure continued effectiveness in minimizing erosion and retaining sediment on-site during and after construction.
6. In accordance with Env-Wt 307.03(c)(6), water quality control measures shall remain in place until all disturbed surfaces are stabilized to a condition in which soils on the site will not experience accelerated or unnatural erosion by achieving and maintaining a minimum of 85% vegetative cover using an erosion control seed mix, whether applied in a blanket or otherwise, that is certified by its manufacturer as not containing any invasive species; or placing and maintaining a minimum of 3 inches of non-erosive material.
7. In accordance with Env-Wt 307.03(b), all work, including management of soil stockpiles, shall be conducted to minimize erosion, minimize sediment transfer to surface waters or wetlands, and minimize turbidity in surface waters and wetlands.
8. In accordance with Env-Wt 904.02(a)(1), in-stream work shall be done only during low flow or dry conditions, in non-tidal areas.

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9. In accordance with Env-Wt 307.03(g)(1), the person in charge of construction equipment shall inspect such equipment for leaking fuel, oil, and hydraulic fluid each day prior to entering surface waters or wetlands or operating in an area where such fluids could reach groundwater, surface waters, or wetlands.
10. In accordance with Env-Wt 307.03(g)(3) and (4), the person in charge of construction equipment shall maintain oil spill kits and diesel fuel spill kits, as applicable to the type(s) and amount(s) of oil and diesel fuel used, on site so as to be readily accessible at all times during construction; and train each equipment operator in the use of the spill kits.
11. In accordance with Env-Wt 307.12(i), wetland areas where permanent impacts are not authorized shall be restored to their pre-impact conditions and elevation by replacing the removed soil and vegetation in their pre-construction location and elevation such that post-construction soil layering and vegetation schemes are as close as practicable to pre-construction conditions.

**ANY INDIVIDUAL CONDUCTING WORK UNDER THIS PERMIT IS ADVISED OF THE FOLLOWING:**

1. This permit does not preclude the need to meet any other applicable state, federal, or municipal legal requirements.
2. The permit holder is responsible for reading, and ensuring compliance with, the applicable general conditions established in Env-Wt 307.
3. This permit does not in any way authorize the take of threatened or endangered species, as defined by RSA 212-A:2, or of any protected species or exemplary natural communities, as defined in RSA 217-A:3.
4. This approval does not convey any property right. The permittee is responsible for ensuring that they have the legal authority to access the subject lands and conduct the impacts described.

APPROVED:



Mary Ann Tilton  
Assistant Bureau Administrator, Wetlands Bureau  
Land Resources Management, Water Division

**THE SIGNATURES BELOW ARE REQUIRED TO VALIDATE THIS PERMIT (Env-Wt 314.01).**

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PERMITTEE SIGNATURE (required)

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PRINCIPAL CONTRACTOR SIGNATURE (required)

## **APPENDIX C**

### **NHDES ALTERATION OF TERRAIN PERMIT BY RULE**

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The State of New Hampshire  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

**WAIVER REQUEST**

July 10, 2025

Robert Houseman  
Town of Hanover  
41 South Main Street  
Hanover, NH 03755  
(sent via email to: [robert.houseman@hanovernh.org](mailto:robert.houseman@hanovernh.org))

RE: Waiver Request  
Girl Brook Trail  
Verona Avenue to Reservoir Road  
Tax Map 44/054/01, 41/055/01, 47/081/01 – Hanover

Dear Mr. Houseman:

The Department of Environmental Services (DES) is in receipt of the Town of Hanover's waiver request dated July 7, 2025 and plans entitled "Girl Brook Trail Rehabilitation", dated June 12, 2025 in support of a waiver of criteria of Env-Wq 1503.03(d) for eligibility for project coverage under a General Permit by Rule. Specifically, a waiver of Env-Wq 1503(d)(1) is sought to allow a disturbance width of greater than 30 feet at three locations along the alignment of the proposed trail construction. Additional documentation related to the waiver request is contained within the file.

Based upon the information provided in the waiver request, and the minor deviation from the requirements for eligibility for a General Permit by Rule, the waiver request has been granted. DES finds that granting the request will not result in an adverse impact on the environment, public health, public safety, or abutting properties that is more significant than that which would result from complying with the rule.

If you have any questions, please call me at (603) 271-3249 or email at: [Kevin.D.Thatcher@des.nh.gov](mailto:Kevin.D.Thatcher@des.nh.gov).

Sincerely,

Kevin D. Thatcher, PE, CPESC  
Alteration of Terrain Bureau

cc: Hanover Planning Board ([alex.taft@hanovernh.org](mailto:alex.taft@hanovernh.org))  
Tracey Tufts, Stantec Consulting Services, Inc. ([tracey.tufts@stantec.com](mailto:tracey.tufts@stantec.com))

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