

May 16, 2025

***Via Electronic Mail***

To: Plan holders

**RE: Project No. 16716  
Addendum No. 1  
Morningside Drive Water Main Interconnection  
and Distribution System Improvements  
Derry, New Hampshire**

Enclosed is one (1) copy of Addendum No. 1 for the referenced Contract Documents. Please include the addendum in your consideration and preparation of your bid.

Thank you.

Sincerely,

VERDANTAS LLC

A handwritten signature in blue ink that reads "Steven H. Lewandowski".

**Steven H. Lewandowski, P.E.**  
Senior Project Manager

Enclosures: Addendum No. 1

SHL/RKM:acj  
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**CONTRACT DOCUMENTS**  
**MORNIGNSIDE DRIVE WATER MAIN INTERCONNECTION AND**  
**DISTRIBUTION SYSTEM IMPROVEMENTS**  
**DERRY, NEW HAMPSHIRE**  
**ADDENDUM NO. 1**  
**MAY 16, 2025**

**ITEM NO. 1: PRE-BID MEETING**

- 1) **Add: Pre-Bid Meeting Sign-In Sheet – Attached.**
- 2) **Add: Pre-Bid Meeting Minutes – Attached.**

**ITEM NO. 2: PROJECT MANUAL**

- 1) **Delete: NHDES Front End Documents Section A: Bidding Requirements**
- 2) **Add: NHDES Front End Documents Section A: Bidding Requirements – Attached.**
  - a. Modifications:
    - i. Substantial Completion was revised from 130 days to 345 days.
    - ii. Final Completion was revised from 160 days to 360 days.
    - iii. Davis Bacon Wage Rate for Building Construction was added.
- 3) **Delete: NHDES Front End Documents Section B: Contract**
- 4) **Add: NHDES Front End Documents Section B: Contract - Attached.**
  - a. Modifications:
    - i. Substantial Completion was revised from 130 days to 345 days.
    - ii. Final Completion was revised from 160 days to 360 days.
- 5) **Delete: SC – Special Conditions**
- 6) **Add: SC – Special Conditions – Attached.**
  - a. Modifications:
    - i. A.4 – Project milestones and project completion dates were revised
- 7) **Add: Davis Bacon Wage Rate for Building Construction – Attached.**

**END OF ADDENDUM NO. 1**





PREBID MEETING  
MORNINGSIDE DRIVE WATER MAIN INTERCONNECTION  
AND DISTRIBUTION SYSTEM IMPROVEMENTS  
DERRY, NEW HAMPSHIRE  
MAY 14, 2025 - 1:00 PM

NAME

Mike Unger

Steven Lewandowski

Al Guilbeault

Ryan Lannan

REPRESENTING

NHDES

Verdantas

Triple Construction

American Excavating Corp.



# MEETING MINUTES



Date/Time: **May 15, 2025**  
Location: **Verdantas Manchester Office**  
**186 Granite St, Suite A, Manchester, NH 03101**  
Time: **1:00 PM**  
RE: **Morningside Drive Water Main Interconnection And Distribution System Improvements**

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On May 15, 2025 at 1:00 P.M. the pre-bid meeting was held for the Morningside Drive Water Main Interconnection And Distribution System Improvements project in Derry New Hampshire. The meeting was chaired by Mr. Steve Lewandowski of Verdantas. An attendance list is attached. The following items were noted:

1. Introductions were made. The meeting agenda and sign-in sheet were passed around to potential bidders.
2. The purpose of the pre-bid meeting was to give bidders an opportunity to discuss items pertaining to the Contract Documents with the Engineer. No statements made at the meeting will in any way revise or amend the requirements of the Contract Documents unless they are included in a formal addendum. Addenda will be rewarded to all parties that are recorded as having received a set of the Contract Documents.
3. Attendance of the pre-bid is not mandatory for the submission of a bid.
4. Mr. Lewandowski talked through the scope of the project which consists of, but is not limited to:
  - a. Approximately 2,655 linear feet of 8-inch ductile iron water main
  - b. Abandonment of 2 public well systems
  - c. Installation of 43 new water service connections
  - d. Demolition of existing well house and equipment
  - e. Restoration of all surfaces disturbed by construction and other associated work
5. Mr. Lewandowski then noted that the project schedule consists of substantial completion after 130 days with final completion to occur after 160 days from notice to proceed. Mr. Lewandowski then noted that the project schedule dates are as follows:

On or Before

Bid Opening	May 22, 2025
Notice of Contract Award	June 16, 2025
Pre-Construction Meeting	July 1, 2025
Notice to Proceed	July 8, 2025
Substantial Completion (130 days) - Complete install and testing of all underground piping within rights-of-way of Fieldstone Drive and Morningside Drive, and complete permanent trench pavement repair.	November 15, 2025
Final Completion (160 days)	December 15, 2025

6. Mr. Lewandowski then noted that a portion of this project is funded through the American Rescue Plan Act (ARPA). All funds must be disbursed prior to 12/31/2025.. If changes are made, bidders will be informed by means of an addendum. It was noted that Davis-Bacon Wage rates and Build America, Buy America (BABA) requirements apply to this contract. It was also noted that the successful Bidder on this work must demonstrate compliance with the U.S. Environmental Protection Agency's MBE/WBE rule to be deemed a responsible bidder and that the requirements for bidders and contractors covered by this rule are explain in the Information for Bidders.
7. Mr. Lewandowski then noted that liquidated damages are defined in the agreement in the project manual.
8. Mr. Lewandowski then informed bidders to submit the separate bid package that was provided rather than the entire project manual. Bidders were also informed to complete the bid bond provided in the bid package as opposed to using their own. It was stated that the public bid opening is scheduled for May 22, 2025 at 2:00 p.m. at 186 Granite Street, Suite A, Manchester, NH 03101. All questions should be submitted to Ryan Minnick at Verdantas via email ([rminnick@verdantas.com](mailto:rminnick@verdantas.com)).
9. At this time, Mr. Lewandowski opened the floor to questions and discussion. The following questions were asked and answered:
  - a. Is there any adjustment that can be made to the project schedule?

Response: The Engineer will look into extending the funding deadlines, further information will be part of an addendum.

END OF MEETING

# NHDES Front End Documents

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## Section A: Bidding Documents

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### Links to Other NHDES Front End Documents

[NHDES Front End Documents: Section A Bidding Requirements](#)

[NHDES Front End Documents: Section B Contract](#)

[NHDES Front End Documents: Section C General Conditions](#)

[NHDES Front End Documents: Section D Federal Provisions Rules Regulations and Forms](#)



## Advertisement for Bids

Owner Name: <b>Morningside Drive Water Association</b>		Project Number: <b>16716</b>	
Project Address:	<b>Morningside Drive</b>	<b>Derry</b>	<b>NH 03038</b>
	<i>Street # and name</i>	<i>City/Town</i>	<i>State ZIP</i>

Separate sealed BIDS for the construction of: **Morningside Drive Water Main Interconnection and Distribution System Improvements** consisting of approximately 2,655 linear feet of 8-inch water main, abandonment of 2 public well systems, 43 water service connections, and demolition of existing well house and equipment will be received by Morningside Drive Water Association care of Verdantas LLC at the office of 186 Granite Street Suite A, Manchester, NH 03101 until 2pm. Local Time on May 22<sup>nd</sup> 2025 where the bids will be publicly opened and read aloud.

The project is funded through multiple sources, including American Rescue Plan Act (ARPA), and Drinking Water State Revolving Fund (DWSRF).

1. Completion time for the project will be calculated as calendar days from the date specified in the "Notice to Proceed" as follows:

- 345 calendar days for substantial completion.
- 360 calendar days for final completion

Liquidated damages will be in the amount of \$500, for each calendar day of delay from the date established for substantial completion, and \$500 for each calendar day of delay from the date established for final completion.

2. Each General Bid shall be accompanied by a Bid Security in the amount of 5% of the Total Bid Price.
3. The successful Bidder must furnish 100% Performance and Payment Bonds and will be required to execute the Contract Agreement within 10 days following notification of the acceptance of their Bid.
4. Any contract or contracts awarded under this Advertisement for Bids are expected to be funded in whole or in part by: **(Select all appropriate.)**
  - ☐ A loan from the NH Clean Water State Revolving Fund.
  - ☒ A loan from the NH Drinking Water State Revolving Fund.
  - ☐ A loan from the NH Drinking Water and Groundwater Trust Fund.
  - ☐ A grant from the NH Drinking Water and Groundwater Trust Fund.
  - ☐ A State Aid Grant from the NH Department of Environmental Services (SAG).
  - ☒ A grant from the American Rescue Plan Act from the NH Department of Environmental Services (ARPA).
  - ☐ A loan or grant from USDA Rural Development.
  - ☐ A Community Development Block Grant (CDBG) from the NH Community Development Finance Authority.

**Include paragraphs 5-8 below if project is funded in whole or in part by a loan under the CWSRF and/or DWSRF programs.**

5. The successful Bidder on this work is required to comply with the President's Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and amendments or supplements thereto, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The requirements for bidders and contractors under this order are explained in the **Information for Bidders**.
6. Utilization of Minority and Women's Business Enterprises (MBEs and WBEs). The successful Bidder on this work must demonstrate compliance with the U.S. Environmental Protection Agency's MBE/WBE rule in order to be deemed a responsible bidder. The requirements for bidders and contractors covered by this rule are explained in the Information for Bidders.
7. The successful Bidder on this work is subject to U.S. Department of Labor's Davis Bacon wage provisions.
8. ~~The successful bidder on this work is subject to the "American Iron and Steel (AIS)" requirements of the CWSRF and DWSRF programs.~~
9. No Bidder may withdraw a Bid within 60 days after the actual date of opening thereof.

10. Bidders may attend a non-mandatory pre-bid meeting on May 14<sup>th</sup>, 2025 at 1:00pm . The pre-bid meeting will be held at Verdantas LLC office of 186 Granite Street Suite A, Manchester, NH 03101.

The Contract Documents may be examined at the following locations:

Verdantas LLC, 186 Granite Street Suite A, Manchester, NH 03101

Verdantas Website: <https://bids.verdantas.com/>

Construction Summary of NH

The Contract Documents and Addenda (but not the Bidding Package) may be viewed and/or downloaded at no charge via the internet at <https://bids.verdantas.com> . The bidder shall be responsible to check for Addenda and obtain same from the web site.

An electronic file of the Bidding Package may be obtained upon payment of \$45.00 to Verdantas, LLC. Documents may be ordered by registering and paying online at <https://bids.verdantas.com>. Please contact [planroom@verdantas.com](mailto:planroom@verdantas.com) or call **(440) 530-2351** if you encounter any problems viewing, registering or paying for the documents.



## Information for Bidders

### All Contracts

Bids will be received by: **Morningside Drive Water Association** herein called the "OWNER" at:

Address: 186 Granite Street Suite A Manchester NH 03101

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Each BID must be submitted in a sealed envelope, addressed to:

**Morningside Drive Water Association care of Verdantas LLC,**

**186 Granite Street Suite A, Manchester, NH 03101**

Each sealed envelope containing a BID must be plainly marked on the outside as BID for **Morningside Drive Water Main Interconnection and Distribution System Improvements** and the envelope should bear on the outside the BIDDER's name, address and license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at **186 Granite Street Suite A, Manchester, NH 03101**.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve them from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER in the amount of five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive BIDDERS. When the AGREEMENT is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the PAYMENT BOND and PERFORMANCE BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at their option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PAYMENT BOND, PERFORMANCE BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded shall sign the AGREEMENT and return to such party an

executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw their signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as Owner deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will **not** be accepted.

Award will be made to the lowest responsive and responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to complete any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to their BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

## **MANUFACTURER'S EXPERIENCE**

Wherever it may be written that an equipment manufacturer must have a specified period of experience with their product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

## **PROJECT SIGN**

The Contractor shall construct a sign in accordance with the Detail included in these specifications. The sign shall be erected in a location selected by the Engineer or Owner in coordination with NHDES. The Contractor shall maintain the sign throughout the duration of the contract.

## **SAFETY AND HEALTH REGULATIONS**

This project is subject to all the Safety and Health Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors shall comply with the requirements of these regulations.

## **NONDISCRIMINATION IN EMPLOYMENT**

Contracts for work under this proposal will obligate the contractors and sub-contractors not to discriminate in employment practices.

## **STATE INSPECTION**

Work performed on this project shall be subject to inspection by representatives of the New Hampshire Department of Environmental Services (NHDES). Such inspection shall in no sense make the State Government a party to this contract, unless said Government is also the Owner, and will in no way interfere with the rights of either party hereunder.

Representatives of NHDES shall be given Right of Access to all portions of the proposed work, including but not limited to actual work site, storage yards, offsite manufacturing and fabricating location and job records.



## **COPIES OF THE CONTRACT**

There shall be at least five (5) executed copies of the Contract to be distributed as follows:

- a) One (1) copy each to the Owner, Engineer and Contractor.
- b) One electronic copy in PDF format to NHDES.
- c) Additional copies as required for other federal or state agencies contributing to or participating in project costs.

## **NON-RESIDENT CONTRACTORS**

The successful bidder, if a corporation established under laws other than the State of New Hampshire, shall file, at the time of the execution of the contract, with the Owner, notice of the name of its resident attorney, appointed as required by the laws of the State of New Hampshire.

The successful bidder, if not a resident of New Hampshire, and not a corporation, shall file, at the time of execution of the contract, with the Owner a written appointment of a resident of the state of New Hampshire, having an office or place of business therein, to be their true and lawful attorney upon whom all lawful processes in any actions or proceedings against them may be served; and in such writing, which shall set forth said attorney's place of residence, shall agree that any lawful process against them which is served on said attorney shall be of the same legal force and validity as if served on them and that the authority shall continue in force so long as any liability remains outstanding against them in New Hampshire.

The power of attorney shall be filed in the office of the Secretary of State if required, and copies certified by the Secretary shall be sufficient evidence thereof. Such appointment shall continue in force until revoked by an instrument in writing, designating in a like manner some other person upon whom such processes may be served, which instrument shall be filed in the manner provided herein for the original appointment.

A Non-resident Contractor shall be deemed to be:

- a) A person who is not a resident of the State of New Hampshire.
- b) Any partnership that has no member thereof resident of the State of New Hampshire.
- c) Any corporation established under laws other than those of the State of New Hampshire.

## **BIDDERS' QUALIFICATIONS**

No award will be made to any Bidder who cannot meet all of the following requirements:

- A. The Bidder shall not have defaulted nor turned the work over to the bonding company on any contract within three years prior to the bid date.
- B. The Bidder shall maintain a permanent place of business.
- C. The Bidder shall have adequate personnel and equipment to perform the work expeditiously.
- D. The Bidder shall have suitable financial status to meet obligations incidental to the work.
- E. The Bidder shall have appropriate technical experience satisfactory to the Engineer and the Division in the class of work involved.
- F. The Bidder shall be registered with the Secretary of State to do business in New Hampshire.
- G. The Bidder shall have performed to the satisfaction of the Engineer and the Division on previous contracts of a similar nature.
- H. The Bidder shall not have failed to complete previous contracts on time, including approved time extensions.

## **WITHDRAWAL OF BIDS**

Prior to Bid Opening, bids may be withdrawn upon written or telegraphic request of the Bidder provided confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid Opening. Bid documents and security of any Bidder withdrawing their bid in accordance with the foregoing conditions will be returned.

## **BIDDING DOCUMENTS**

Complete sets of the Bidding Documents may be obtained from the Engineer for the non-refundable payment stated in the Advertisement for Bid.

A. The Engineer is Verdantas LLC

B. The Engineer's address is 186 Granite Street, 3<sup>rd</sup> Floor, Suite A, Manchester NH 03101.

Complete sets of the Bidding Documents shall be used in preparing bids. Neither the Owner nor Engineer assumes any responsibility for errors or misinterpretation resulting from the use of incomplete sets of the Bidding Documents

Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining bids for the Work and do not confer a license or grant for any other use.

## **EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE**

Before submitting a bid, each Bidder must thoroughly examine the Contract Documents and visit the site to become familiar with all local conditions that may in any way affect the performance of the work. Bidder must comply with all Federal, State, and local laws, ordinances, rules, and regulations affecting the performance of the work. Bidder must carefully correlate observations and determinations regarding the work to be performed with all of the requirements of the Contract Documents. Bidder must contact David Straton at the Morningside Drive Water Association [dstratton@payrollne.com](mailto:dstratton@payrollne.com) to coordinate access to the site.

Before preparing and submitting a bid, each Bidder will, at Bidder's own expense, make such surveys, investigations, and evaluations as Bidder may deem necessary to determine Bidder's bid prices for performance of the work within the terms of the Contract Documents.

By the submission of a bid for the project work, the Bidder makes an incontrovertible representation that Bidder has complied fully with the requirements set forth above.

After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done.

## **PRE-BID MEETING**

A pre-bid meeting will be held to afford Bidders the opportunity to examine the site of the project work and to discuss with the Owner and Engineer any appropriate items pertaining to the Contract Documents or the project.

The date, time and place for the pre-bid meeting shall be as stated in the Advertisement for Bid. If, due to safety recommendations or restrictions, the logistics for the pre-bid meeting must change following the issuance of the Advertisement for Bid, the Engineer shall so advise each Bidder by issuing an Addendum to the Advertisement for Bid.

No statements or discussions offered at the pre-bid meeting will in any way revise, supplement, or otherwise affect the project requirements as presented in the Contract Documents unless questions raised during the pre-bid meeting are answered by formal written Addenda issued to all parties recorded by the Engineer as having received the Bidding Documents. Such Addenda will become a portion of the Contract Documents and will be binding.

## **SITE AND OTHER AREAS**

The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Contractor.

## **INTERPRETATIONS AND ADDENDA**

All questions regarding the meaning or intent of the Contract Documents shall be submitted to the Engineer at in writing [rminnick@verdantas.com](mailto:rminnick@verdantas.com). Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda, and may be viewed and/or downloaded at no charge via the internet at <https://bids.verdantas.com>.



Questions received less than seven (7) calendar days prior to the scheduled date of opening of bids may not be answered.

Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications are not a part of the Contract Documents and will be without legal effect.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract.

## **AWARD OF CONTRACT**

Owner reserves the right to reject any or all bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional bids. Owner further reserves the right to reject the bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

The Owner, with the assistance of the Engineer, will evaluate the bids, the qualifications of the Bidders, the qualifications and experience of the subcontractors, and the qualifications and capabilities of suppliers. The Owner will conduct such investigations as the Owner deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any Bidder deemed unqualified, as being non-responsive to the Invitation to Bid.

More than one bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the Work may be cause for disqualification of that Bidder and the rejection of all bids in which that Bidder has an interest.

In evaluating bids, Owner will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of subcontractors, suppliers, and other individuals or entities must be submitted as indicated on the Bid Form or in the Supplementary Conditions.

Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

## SRF Contracts

### BUILD AMERICA, BUY AMERICA (BABA)

☐ NHDES has determined that the following Build America, Buy America provisions **do not** apply to this project.

☒ NHDES has determined that the following Build America, Buy America provisions **do** apply to this project.

The successful bidder on this work is subject to the "**Build America, Buy America (BABA)**" requirements of the CWSRF and DWSRF programs, which require the use of iron and steel products, manufactured products, and construction materials that are produced in the United States.

The **BIDDER'S BUILD AMERICA, BUY AMERICA (BABA) ACKNOWLEDGEMENT** shall be completed and signed by each Bidder and included with each bid. Additionally, CONTRACTOR shall certify and document to OWNER with each Application for Payment, and upon completion of the project that all iron and steel products, manufactured products, and construction materials subject to this provision have been produced in the United States.

Bidders shall refer to [PART D – SUPPLEMENTAL INFRASTRUCTURE, INVESTMENT AND JOBS ACT \(IIJA\) SECTION 70914\(a\) BUILD AMERICA, BUY AMERICA ACT](#) for additional information and guidance on BABA requirements.

### ~~AMERICAN IRON AND STEEL (AIS) PROVISIONS~~

~~The successful bidder on this work is subject to the "**American Iron and Steel (AIS)**" requirements of the CWSRF and DWSRF programs, which require the use of iron and steel products that are produced in the United States.~~

~~The **BIDDER'S AMERICAN IRON AND STEEL ACKNOWLEDGEMENT** shall be completed and signed by each Bidder and included with each bid. Additionally, CONTRACTOR shall certify and document to OWNER with each Application for Payment, and upon completion of the project that all iron and steel goods subject to this provision have been produced in the United States.~~

~~Bidders shall refer to [PART D – FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS](#) for additional information and guidance on AIS requirements.~~

### DBE RULE PROGRAM REQUIREMENTS (MBEs and WBEs)

Bidders on this project are required to demonstrate compliance with the US Environmental Protection Agency's MBE/WBE rules in order to be deemed responsive. The existing Fair Share Goals are 2.25% MBE and 8.31% WBE. The MBE/WBE documentation, DBE Subcontractor Utilization Form and DBE Subcontractor Performance Forms shall be submitted with the bid.

The requirements for bidders and contractors are as follows:

State Revolving Fund loan recipients **and their contractors** must comply with the following DBE Rule requirements throughout the SRF loan project period:

- 1) Fair share objectives (MBE/WBE goals).
- 2) Good Faith Efforts.
- 3) Annual Reporting of MBE/WBE accomplishments.
- 4) Contract Administration Requirements.
- 5) Bidders List Requirements.
- 6) Record Keeping.

Bidders shall refer to [PART D - FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS](#) for additional information on MBE/WBE requirements.

### SRF and SRF/ARPA Contracts

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the GENERAL CONDITIONS.

Bidders shall, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of contract.

Successful bidders shall, if requested, submit a list of all subcontractors who will perform work on the project, and written signed statements from authorized agents of labor pools with which they will or may deal for employees on the work together with supporting information to the effect that such labor pools' practices and policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract or, a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish them prior to award of the contract.

Successful bidders must be prepared to comply in all respects with the contract provisions regarding non-discrimination.

**DAVIS-BACON WAGE RATES** (Applies to all SRF and SRF/ARPA contracts)

This project is funded in whole or in part by a loan available through NHDES' Clean Water and/or Drinking Water SRF programs and hence is subject to federal Davis-Bacon wage provisions.

All laborers and mechanics employed by contractors or subcontractors on this project shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Department of Labor (DOL) in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code.

**A copy of the applicable DOL wage determination(s) is included in Attachment B in [PART D- FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS](#) in these project documents.**

If the applicable wage determination does not provide a rate for a classification of work to be performed, the Contractor must request additional classifications and wage rates to be added in conformance to the contract wage determination after contract award. You can find additional information on [DBA Conformances](#) in the US Department of Labor Learning Center.

The following General Wage Decision(s) will apply to this project:

Date Published	Number	County	Category
2/21/2025	NH03	Rockingham County	Heavy
1/3/2025	NH40	Rockingham County	Highway
3/14/2025	NH22	Rockingham County	Building

If multiple wage determinations apply, the Contractor shall be responsible for keeping track of all work performed under each wage rate determination. The Contractor is responsible for designating which wage rates are applicable to each employee on each certified payroll, including subcontractor payrolls.

Additional information on DBA Conformances is available from the [US Department of Labor Learning Center](#).

Bidders shall refer to the above-referenced PART D for additional information on Davis-Bacon requirements.

**SUSPENSION AND DEBARMENT**

Bidders and contractors shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Bidders and contractors are responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Bidders and contractors acknowledge that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Bidders and contractors may access the System for Award Management (SAM) exclusion list at "[System for Award Management \(SAM\)](#)" database to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the Bidders and contractors certify that the Bidder and contractor is not debarred or suspended. Furthermore, the Bidder and contractors certify that no part of this contract will be subcontracted to a debarred or suspended person or firm.



Bidders shall refer to [PART D – FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS](#) for additional information on suspension and debarment requirements.

#### PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. Bidders/contractors and their subcontractors must comply with the above provision when procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Bidders shall refer to [PART D - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT](#) for additional information on procuring or obtaining equipment, services, or systems using covered telecommunications equipment or services.

#### CIVIL RIGHTS COMPLIANCE

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

#### **~~ARPA Only Contracts (non-SRF)~~**

#### **~~DAVIS-BACON WAGE RATES~~**

~~(Does not apply to ARPA only contracts less than \$10M)~~

~~This project is funded in whole or in part by an American Rescue Plan Act grant through NHDES for a contract over \$10M and hence is subject to federal Davis-Bacon wage provisions.~~

~~All laborers and mechanics employed by contractors or subcontractors on this project shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Department of Labor (DOL) in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code.~~

~~A copy of the applicable DOL wage determination(s) is included in Attachment B in [PART D – FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS](#) in these project documents.~~

~~If the applicable wage determination does not provide a rate for a classification of work to be performed, the Contractor must request additional classifications and wage rates to be added in conformance to the contract wage determination after contract award. You can find additional information on [DBA Conformances](#) in the US Department of Labor Learning Center.~~

#### **~~DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)~~**

~~As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.~~

~~For the purposes of this section:~~

- ~~1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.~~
- ~~2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.~~

## **RESTRICTIONS ON LOBBYING**

The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

## **DRUG-FREE WORKPLACE**

The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that they will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

## **PROTECTION FOR WHISTLEBLOWERS**

The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

## Bid

Proposal of \_\_\_\_\_ [company](hereinafter called the "BIDDER", organized and existing under the laws of the State of \_\_\_\_\_ doing business as Corporation, Partnership, or Individual to the **Morningside Drive Water Association** (herein after called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK For the construction of **Morningside Drive Water Main Interconnection and Distribution System Improvements** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to their own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to complete the PROJECT within:

345 calendar days for substantial completion.

360 calendar days for final completion

Liquidated damages will be in the amount of \$ 500.00 for each calendar day of delay from the date established for substantial completion and \$500.00 for each calendar day of delay from the date established for final completion, as provided in Section 18 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

The Bidder shall state below what works of a similar character to that of the proposed contract they have performed and provide such references as will enable the Owner to judge their experience, skill, and business standing.



All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets.

Bidder Name:		
Permanent Main Office Address:		
	<i>Street # and name</i>	<i>City/Town</i>
	<i>State</i>	<i>ZIP</i>
When was it organized?	Where incorporated?	
Is the bidder registered with the Secretary of State to do business in NH? <input type="checkbox"/> Yes <input type="checkbox"/> No		
For how many years has your firm engaged in the contracting business under its present name?		
Please list previous firm names and dates if applicable.		
<b>Years</b>	<b>Previous Name</b>	
-		
-		
-		
Contracts on hand, attach a schedule or list showing gross amount of each contract and the approximate anticipated dates of completion.		
Describe the general character of work performed by your company.		
<input type="checkbox"/> Yes    Have you ever failed to complete any work awarded you in the scheduled contract time, including approved time extensions? <input type="checkbox"/> No      If so where and why?		
<input type="checkbox"/> Yes    Have you ever defaulted on a contract? <input type="checkbox"/> No      If so where and why?		
<input type="checkbox"/> Yes    Have you ever had liquidated damages assessed on a contract? <input type="checkbox"/> No      If so where and why?		
List the more important contracts recently executed by your company:		
Recent Contract Name	Approximate Cost	Month/Year Completed
List your major equipment <b>available for this contract:</b> (Attach additional sheets as necessary.)		
List your key personnel <b>available for this contract:</b> (Attach additional sheets as necessary.)		
Staff Name	Role (i.e. Project Superintendent, Foreman)	

List any subcontractors whom you would expect to use for the following (unless this work is to be done by your own organization)
Civil Engineering:
Utility Installation:
Other please describe:
Please list banks with whom you conduct business.
<input type="checkbox"/> Yes <input type="checkbox"/> No      Do you grant the Engineer permission to contact this (these) institutions?

**NOTE:** Bidders may be required to furnish their latest financial statement as part of the award process.

Respectfully Submitted:	
Signature: _____	Date: _____
Printed Name: _____	Title: _____
Street # and name _____	City/Town _____ State _____ ZIP _____
_____ [Signed Name] Being duly sworn, deposes and says that they are _____ [Position Title] of _____ [Organization] and all the answers to the foregoing questions and all statement contained therein are true and correct.	
<div style="text-align: center;"> Sworn to before me this    day of _____,  _____, Notary Public  My Commission Expires _____ </div>	
Seal	
Attest:	
BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:	

**NOTE:** BIDS shall include sales tax and all other applicable taxes and fees.

## Bid Schedule

Insert Appropriate Bid Schedule

Add the following for projects using CWSRF and/or DWSRF funding (not necessary for ARPA Only funded projects):

The BIDDER hereby certifies, by checking the boxes below, that the following documents are included with this bid proposal:	
<input type="checkbox"/>	<a href="#">DBE Subcontractor Utilization Form NHDES-W-09-059</a> .
<input type="checkbox"/>	<a href="#">DBE Subcontractor Performance Form NHDES-W-09-058</a> (submit one form for each DBE subcontractor.)
<input type="checkbox"/>	Bidder's Build America Buy America Acknowledgement

All of these forms are in the SRF Federal Provisions: [Section D](#) of the front-end documents.



## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as \_\_\_\_\_ Principal, and as \_\_\_\_\_ Surety, are hereby held and firmly bound unto \_\_\_\_\_ as OWNER in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

\_\_\_\_\_  
NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal Signature:

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

\_\_\_\_\_  
Surety Signature:

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

**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.

# NHDES Front End Documents

## Section B: Contract

**Section B: Contract**

Notice of Award ..... 1

Acknowledgement of Notice ..... 2

Agreement ..... 3

Payment Bond..... 5

Performance Bond ..... 7

Notice To Proceed..... 9

Acknowledgement of Notice ..... 9

Change Order ..... 10

Certificate of Substantial Completion..... 11

NHDES-W-09-015 CERTIFICATE OF FINAL COMPLETION ..... 13

Contractors Affidavit..... 14

Contractor’s Final Release and Waiver of Lien ..... 15

**Links to Other NHDES Front End Documents**

- [NHDES Front End Documents: Section A Bidding Requirements](#)
- [NHDES Front End Documents: Section B Contract](#)
- [NHDES Front End Documents: Section C General Conditions](#)
- [NHDES Front End Documents: Section D Federal Provisions Rules Regulations and Forms](#)



## NOTICE OF AWARD

Dated: \_\_\_\_\_

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

*Street Address*

*City/Town*

*State*

*ZIP*

Project Number: 16716 Owner Contract Number: \_\_\_\_\_

Project Name: Derry Water Main Interconnection and Distribution System Improvements

Contract For: \_\_\_\_\_  
*Insert the name of the contract as it appears on the bid documents*

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

Insert a brief description of the scope of work for the contract. Indicate total work, alternates or sections of work awarded.

The Contract Price of your contract is \_\_\_\_\_ dollars (\$\_\_\_\_\_). \_\_\_\_\_ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. The same number of sets of the drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 10 days of receiving this Notice of Award.

1. You must deliver to the OWNER all of the fully executed counterparts of the Agreement including all the Contract Documents. This includes the sets of drawings. Each of the Contract Documents must bear your signature on (the cover) and (every) page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Information for Bidders and General Conditions.
3. List all other conditions of precedent.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Within 10 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.

\_\_\_\_\_  
*Owner*

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

\_\_\_\_\_  
*Title*

## **ACKNOWLEDGEMENT OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

By: \_\_\_\_\_, The \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
\_\_\_\_\_ title \_\_\_\_\_.

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

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Morningside Drive Water Association, hereinafter called "**OWNER**" and \_\_\_\_\_ doing business as \_\_\_\_\_ (an individual, a partnership or a corporation) hereinafter called "**CONTRACTOR**".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** will commence and complete the construction of \_\_\_\_\_.
2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **PROJECT** described herein.
3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** within \_\_\_\_calendar days after the date of the **NOTICE TO PROCEED** unless the period for completion is extended otherwise by the **CONTRACT DOCUMENTS**. Completion time for the project will be calculated as calendar days from the date specified in the **NOTICE TO PROCEED** as follows:

345 calendar days for substantial completion.

360 calendar days for final completion.

Liquidated damages will be in the amount of \$\_\_\_\_\_ for each calendar day of delay from the date established for the substantial completion and \$\_\_\_\_\_ for each calendar day of delay from the date established for final completion.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the sum of \$\_\_\_\_\_ or as shown in the **BID** schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
  - a. ADVERTISEMENT FOR BIDS.
  - b. INFORMATION FOR BIDDERS.
  - c. BID.
  - d. BID BOND.
  - e. NOTICE OF AWARD.
  - f. AGREEMENT.
  - g. PAYMENT BOND.
  - h. PERFORMANCE BOND.
  - i. CERTIFICATE OF INSURANCE.
  - j. NOTICE TO PROCEED.
  - k. CHANGE ORDER(S).
  - l. CERTIFICATION OF SUBSTANTIAL COMPLETION.
  - m. CERTIFICATION OF FINAL COMPLETION.
  - n. CONTRACTOR'S AFFIDAVIT.
  - o. CONTRACTOR'S RELEASE.
  - p. GENERAL CONDITIONS.
  - q. SUPPLEMENTAL GENERAL CONDITIONS.
  - r. SPECIAL CONDITIONS.
  - s. FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS.
  - t. DRAWINGS prepared by: Verdantas LLC numbered G-1 through C-7 and dated, **March 24, 2025**.
  - u. SPECIFICATIONS prepared or issued by: Verdantas LLC and dated **April 2025**.
  - v. ADDENDA
    - No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_.
    - No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_.
    - No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_.
    - No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_.

6. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials this Agreement in \_\_\_\_ copies, each of which shall be deemed an original on the date first above written.

OWNER: \_\_\_\_\_  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

(SEAL)  
ATTEST: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

(SEAL)  
ATTEST: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

## PAYMENT BOND

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

\_\_\_\_\_, (contractor name),  
\_\_\_\_\_, (contractor address), a  
\_\_\_\_\_, (corporation partnership, individual), hereinafter called  
Principal, and \_\_\_\_\_, (surety name),  
\_\_\_\_\_, (surety address) herein after called  
surety, are held and firmly bound unto **Morningside Drive Water Association**, (owner name), **13 Morningside Dr, Derry,  
NH 03053**, (owner address) 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 \_\_\_\_\_.

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

**ATTEST:**

BY: _____ (PRINCIPAL SECRETARY)	BY: _____ (PRINCIPAL)
	_____ (ADDRESS)
BY: _____ (WITNESS AS TO PRINCIPAL)	
_____ (ADDRESS)	
	_____ (SURETY)

**ATTEST:**

BY: _____ (WITNESS 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.

## PERFORMANCE BOND

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

\_\_\_\_\_, (contractor name),  
\_\_\_\_\_, (contractor address), a  
\_\_\_\_\_, (corporation partnership, individual), hereinafter called  
Principal, and \_\_\_\_\_, (surety name),  
\_\_\_\_\_, (surety address) herein after called  
surety, are held and firmly bound unto \_\_\_\_\_, (owner name),  
\_\_\_\_\_, (owner address) 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 \_\_\_\_\_.

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

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

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

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

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

**ATTEST:**

BY: \_\_\_\_\_  
(PRINCIPAL SECRETARY)

BY: \_\_\_\_\_  
(WITNESS AS TO PRINCIPAL)  
\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(PRINCIPAL)  
BY: \_\_\_\_\_  
\_\_\_\_\_  
(ADDRESS)  
\_\_\_\_\_  
\_\_\_\_\_  
(SURETY)

**ATTEST:**

BY: \_\_\_\_\_  
(WITNESS 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

DATE: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_  
OWNER'S PROJECT NO.: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
OWNER'S CONTRACT NO.: \_\_\_\_\_  
CONTRACT FOR: \_\_\_\_\_

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

Before you may start any Work at the site, paragraph 27 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents. Also, before you may start any Work at the site, you must:

\_\_\_\_\_.  
\_\_\_\_\_.

Copy to ENGINEER.  
(Use Certified Mail, return receipt Requested).

OWNER: \_\_\_\_\_  
BY: \_\_\_\_\_  
*Authorized Signature*  
NAME: \_\_\_\_\_  
*Title*

## ACKNOWLEDGEMENT OF NOTICE

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

\_\_\_\_\_  
(Contractor)

This the \_\_\_\_\_, day of 20\_\_\_\_, by \_\_\_\_\_.

Employee Identification Number: \_\_\_\_\_

## CHANGE ORDER

PROJECT NAME: _____ OWNER: _____ OWNER ADDRESS: _____  CONTRACTOR: _____ CONTRACT FOR: _____ ENGINEER: _____ ENGINEER ADDRESS: _____	No. _____ DATE OF ISSUANCE: _____ OWNER PROJECT NO. _____  ENG. PROJECT NO. _____
<i>Street Name</i>	<i>City/Town</i>
<i>State</i>	<i>ZIP</i>
<i>Street Name</i>	<i>City/Town</i>
<i>State</i>	<i>ZIP</i>

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

Description: \_\_\_\_\_.

Purpose of Change Order: \_\_\_\_\_.

Justification: \_\_\_\_\_.

Attachments: (List documents supporting change).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price	Original Contract Time   days   date
Previous Change Orders	Net change from previous Change Orders   days   date
Contract Price prior to this Change Order	Contract Time prior to this Change Order   days   date
Net Increase (Decrease) of this Change Order	Net Increase (decrease) this Change Order   days   date
Contract Price with all approved Change Orders	Contract Time with all Change Orders   days   date

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

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

RECOMMENDED BY:	APPROVED BY:	APPROVED BY:	APPROVED BY:
_____ <i>Engineer</i>	_____ <i>Owner</i>	_____ <i>Contractor</i>	_____ <i>NHDES</i>
_____ <i>Date</i>	_____ <i>Date</i>	_____ <i>Date</i>	_____ <i>Date</i>



## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner Project No.: \_\_\_\_\_ Engineer Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Contract For: \_\_\_\_\_ Contract Date: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
(Owner)

And to: \_\_\_\_\_  
(Contractor)

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

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ calendar days of the above Substantial Completion.

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

**RESPONSIBILITIES:**

OWNER:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Executed by the Engineer on: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
*(Engineer)*

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

CONTRACTOR accepts this Certificate of Substantial Completion on: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
*(Contractor)*

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

OWNER accepts this Certificate of Substantial Completion on: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
*(Owner)*

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



## CERTIFICATE OF FINAL COMPLETION

Clean Water and Drinking Water  
State Revolving Fund



Owner Project No.: \_\_\_\_\_ Engineer Project No.: \_\_\_\_\_

Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_

Engineer: \_\_\_\_\_

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

Notice to Proceed Date: \_\_\_\_\_

Contractual Substantial Completion date as modified by change orders: \_\_\_\_\_

Actual Substantial Completion date \_\_\_\_\_

Contractual final completion date as modified by Change Orders \_\_\_\_\_

The work to which this certificate applies has been inspected by authorized representatives of Owner, Contractor, Engineer and NHDES, the punch list has been completed and the work of the contract is hereby declared to be Finally Complete in accordance with the Contract Documents on \_\_\_\_\_.

*(Date of Final Completion)*

This certificate does not constitute an acceptance of any 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. The warranty for all work completed subsequent to the date of Substantial Completion expires one year from the date of this Final Acceptance.

Executed by the Engineer on: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
*(Engineer)*

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

CONTRACTOR accepts this Certificate of Final Completion on: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
*(Contractor)*

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

OWNER accepts this Certificate of Final Completion on: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
*(Owner)*

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

NHDES accepts this Certificate of Final Completion on: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
*(NHDES)*

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

## CONTRACTORS AFFIDAVIT

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

Before me the undersigned a \_\_\_\_\_ (Notary Public, Justice of the Peace, Alderman) in and for said County and State Personally appeared \_\_\_\_\_ (Individual, partner or duly) who being duly sworn according to law deposes and says that the cost of all the Work, and outstanding claims and indebtedness of whatever nature arising out of the performance of the contract between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Contractor) of \_\_\_\_\_ (Contractor Address) dated \_\_\_\_\_ for the construction of the \_\_\_\_\_ (Project Name) and necessary appurtenant installations have been paid in full.

\_\_\_\_\_  
(Individual, Partner, or duly authorized representative of  
corporate contractor)

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
(Notary Public)

## CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project Name:

Project Address:

City/Town

ZIP

Owner Name:

Contractor Name:

Contractor Address:

City/Town

ZIP

**TO ALL WHOM IT MAY CONCERN:**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated and available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or process as a result of the furnishing of labor, materials and/or equipment, and the performance of work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) constitutes the entire ***unpaid*** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the contractor may have or assert against the owner in connection with said contract or project.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

(Witness to Signature)

(Contractor)

BY:

Title:

BY:

Title:



## **SC – SPECIAL CONDITIONS**

### **SC-1. GENERAL CONDITIONS**

A.1 The following Special Conditions modify, change, delete, or add to the “General Conditions”. Where any part of the General Conditions is modified or voided by these Sections, the unaltered provisions of that part shall remain in effect.

A.2 Index 7. – Inspection and Testing of Materials

**Replace** the word “Inspection” with the word “Observation”

A.3 Index 14. – Inspection

**Replace** the word “Inspection” with the word “Observation”

A.4 GC-3 – Additional Instructions and Detail Drawings

**Insert** the following after Section 3.

The schedule for project milestones and project completion is as follows:

	<u>On or Before</u>
Bid Opening	May 22, 2025
Notice of Contract Award	June 16, 2025
Pre-Construction Meeting	July 1, 2025
Notice to Proceed	July 8, 2025
Substantial Completion (345 days)	June 18, 2026
Final Completion (360 days)	July 3, 2026

Construction shall be completed in the following phases

Phase 1: All work within the Right-of-Way of Fieldstone Drive and Morningside Drive including but not limited to, water main, tie in locations at Tsienneto Road, water service up to the curb stops, and temporary trench pavement repair. Water main shall be tested and placed into service. Phase 1 shall be completed by November 15, 2025.

Phase 2: All other work included in Contract Documents.

Should Notice to Proceed be delayed beyond July 8, 2025, the schedule shall be subject to renegotiation upon mutual agreement.

The work shall conform to the requirements of these specifications. For work not covered herein, work shall conform to Water Main Specifications Derry, New Hampshire dated April 1993, last revised March 2001 included in the Appendices. In case of a difference between the Technical Specifications and Appendix Water Main Specifications Derry, New Hampshire dated April 1993, last revised March 2001, the Water Main Specifications Derry, New Hampshire dated April 1993, last revised March 2001 shall take precedence and govern

A.5 GC-7 – Inspection and Testing of Materials

**Replace** the word “Inspection” with the word “Observation” as it appears throughout Sections 7.1 – 7.9

**Replace** the word “Inspector” with the word “Engineer” as it appears in Section 7.6.c.

A.6 GC-14 – Inspection

**Replace** the word “inspection” with the word “observation” as it appears throughout Sections 14. – 14.3

A.7 GC-17 – Extra Work and Change Orders

**Replace** the word “Engineer” with the word “Contractor” as it appears in Sections 17.1.c and 17.2

A.8 GC-22 – Right of Owner to Terminate Contract

**Insert** “up to the date of written notice” to the end of the second sentence in Section 22.5

A.9 GC-25 - Acceptance and Final Payment

**Insert** “The Guarantee period shall be one year.” To the end of Section 25.1.d.

**Insert** the following after Article 25.4:

- a. The Contractor shall not be given phased or staged substantial completion as work is completed. All new infrastructure appurtenances which are installed under this Contract, whether operating or not, shall remain in the full control and responsibility of the Contractor until the entire project reaches substantial completion.

A.10 GC-27 Insurance

**Replace** “\$100,000 each accident” with the words “\$500,000 each accident” as it appears in Section 27.1

**Insert** the following after the first sentence of Section 27.2

The Owner, Engineer, and Engineer’s Subconsultants shall be named as additional insured on the Contractor’s Commercial General Liability insurance policy.

**Replace** “except after 10 days written notice has been received by the Owner and the Engineer.” With the words “except after 30 days written notice has been received by the Owner and the Engineer.” As it appears in Section 27.6.

**Insert** the following article 27.7:

27.7.1 Installation Floater: For construction projects to which a “Builder’s Risk” type of insurance is not applicable; the Contractor shall purchase and maintain an “Installation Floater” in an amount not less than the value of materials for the project covered under the policy.

27.7.2 Be written on a Builder’s Risk “all-risk” or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning,

extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required herein;

27.7.3 At a minimum, the following should be named as additional insured:

- a. Morningside Drive Water Association
- b. Verdantas LLC

**Insert** the following after the first sentence of Section 27.8

The Engineer, and Engineer's Subconsultants shall be named as additional insured on the Contractor's provided Owner's protective liability insurance.

**Insert** the following after Article 27.8:

27.9. Waiver of Rights: Owner and Contractor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to Paragraphs 27.2, 27.3 and 27.8 and any other property insurance applicable to the Work, and also waive all such rights against Subcontractors, Engineer, Engineer's consultants and all other parties named as insureds in such policies for losses and damages so caused. As required by Paragraph 27.4 each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's consultants and all other parties named as insureds. None of the above waivers shall extend the rights that any of the insured parties may have to proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

27.10. Policy Provisions: OWNER and CONTRACTOR intend that any policies provided in response to Paragraphs 27.2 and 27.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by the ENGINEER or ENGINEER's consultant OWNER will obtain the same, and if such waiver forms are required of any Subcontractor, Contractor will obtain the same.

27.11 Certificates of Insurance

- a. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- b. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- c. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

A.11 GC-28 - Contract Security

**Insert** the following paragraph after the first paragraph of Section 28:

The payment bond and performance bond furnished by the contractor shall be in the form of the bonds shown on Page B-3.1 and B-3.2 and B-4.1 and 4.2, unless approved otherwise by the engineer.

The terms contained in the performance bond shall in no way invalidate the provisions of the contract documents or the right of the owner to terminate the contract as specified therein.

A.12 GC-35 - Use of Premises, Removal of Debris, Sanitary Conditions

**Insert** the words “and potable water” after the word “toilet” and before the word “accommodations”

**Insert** the words “, subcontractors and Engineer” after the words “use of his employees” and before the words “as may be necessary”

A.13 GC-36 - Quantities of Estimate

**Delete** Article 36 and Replace it with the following:

1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
2. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer.
3. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
4. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 21 if:
  - a. the Bid price of a particular item of Unit Price Work amounts to more than 5 percent of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  - b. there is no corresponding adjustment with respect to any other item of Work; and
  - c. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

A.14 GC-39 - Errors and Inconsistencies in Contract Documents

**Insert** the following after Article 39.6:

39.7 For inconsistencies within drawings and/or technical specifications the more stringent requirement shall govern.

A.15 GC-44 - Equal Employment Opportunity

**Delete** paragraphs 44.3 through 44.7 in their entirety.

A.16 GC-58 - Work Performed at Night and on Sundays and Holidays

**Insert** the following after Article 58.2:

58.3 If not defined by the Owner, Holidays shall include the following. The Owner may have additional holidays:

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- The day before Independence Day if Independence Day is on a Tuesday. The day after Independence Day if Independence Day is on a Friday.
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Day after Thanksgiving
- Day before Christmas
- Christmas
- Day before New Year's Day

A.17 GC-60 Permits

**Insert** the following after Section 60.1g.:

- h. Contractor to file notice of intent (NOI) and notice of termination (NOT) with the EPA for Stormwater Pollution Prevention Plan. The Contractor shall secure and pay for all permits and licenses required for a complete and finished job for the water main extension project in Derry, New Hampshire, in accordance with the bid documents, contract, and specifications.
- i. Town of Derry Right-of-Way Permit: the Contractor is responsible for providing a Financial Surety to the Town of Derry, included in the Attachments.
- j. Town of Derry: the Contractor is responsible for providing any building and plumbing permits.



Superseded General Decision Number: NH20240022

State: New Hampshire

Construction Type: Building

County: Rockingham County in New Hampshire.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. 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.</li></ul>
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:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. 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 spent performing on that contract in 2025.</li></ul>

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>.

ASBE0006-014 09/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 44.36	36.63

\* BOIL0029-004 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 42.83	27.79

BRNH0003-001 06/01/2020

	Rates	Fringes
BRICKLAYER.....	\$ 42.55	28.02

\* ELEC0490-006 01/01/2025

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Alarm Installation).....	\$ 36.12	22.92

ELEV0004-007 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 74.17	38.435+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0007-037 09/16/2024

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 31.95	25.00

LAB00976-008 12/01/2023

	Rates	Fringes
LABORER: Common or General.....	\$ 25.40	21.43

PLUM0131-004 06/01/2024

	Rates	Fringes
PIPEFITTER.....	\$ 43.76	25.44

\* SUNH2015-008 06/16/2017

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation and Form Work (Excludes Drywall Hanging and Drywall Finishing/Taping.....	\$ 24.47	8.55
CEMENT MASON/CONCRETE FINISHER...	\$ 22.04	9.70
DRYWALL FINISHER/TAPER.....	\$ 25.00	0.00
DRYWALL HANGER, Includes Metal Stud Installation.....	\$ 25.00	0.00
GLAZIER.....	\$ 26.75	3.48
LABORER: Mason Tender - Brick...	\$ 16.52 **	4.74
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.02	4.25
OPERATOR: Crane.....	\$ 27.42	3.83
OPERATOR: Loader.....	\$ 22.25	2.13
OPERATOR: Roller.....	\$ 23.56	3.28
PAINTER (Brush and Roller).....	\$ 18.10	1.58
PAINTER: Spray.....	\$ 22.99	3.28
PLUMBER, Includes HVAC Pipe Installation.....	\$ 26.72	5.56
ROOFER.....	\$ 19.22	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 24.88	5.46
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.29	9.78
WATERPROOFER.....	\$ 26.69	0.00
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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](mailto: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](mailto: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"