

PROJECT MANUAL

Derry Water Main Interconnection and Distribution System Improvements

Prepared for:

Morningside Drive Water Association
13 Morningside Drive
Derry, NH 03053

Prepared by:

Verdantas
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Verdantas Project No: 16716

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Section A: Bidding Documents

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Advertisement for Bids

Owner Name: Morningside Drive Water Association		Project Number: 16716	
Project Address:	Morningside Drive	Derry	NH 03038
	<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 22nd 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:

- 130 calendar days for substantial completion.
- 160 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 14th, 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 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

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, 3rd 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 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. 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

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 FORMS

The bid forms are not available online. The bid forms are available only by purchasing a set of plans and specifications at the location indicated in the Advertisement for Bids/Public Notice to Bidders.

NHDES Front End Documents

Section B: Contract

Section B: Contract

Notice of Award 1

Acknowledgement of Notice 2

Agreement 3

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Change Order 10

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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](#)

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:

130 calendar days for substantial completion.

160 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.

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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>

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:

Street Name

City/Town

State

ZIP

Owner Name:

Contractor Name:

Contractor Address:

Street Name

City/Town

State

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:

NHDES Front End Documents

Section C: General Conditions

General Conditions

Section C: General Conditions

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General Conditions

1. Contract and Contract Documents.

The plans, information for bidders, bids, advertisement for bids, bid payment and performance bonds, agreements, change orders, notice to proceed, specifications and addenda, hereinafter enumerated in the agreement, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. Definitions.

- 2.1 "Addenda" means written or graphic instruments issued prior to the execution of the agreement which modify or interpret the Contract Documents, drawings and specifications, by additions, deletions, clarifications or corrections. Such written or graphic instruments will be issued no less than five days before the bid opening.
- 2.2 "Bid" means the offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 2.3 "Bidder" means any person, firm or corporation submitting a bid for the work.
- 2.4 "Bonds" means bid, performance, and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 2.5 "Change Order" means a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 2.6 "Contract Documents" means the Contract, including any advertisement for bids, information for bidders, bid, bid bond, agreement, payment bond, performance bond, notice of award, notice to proceed, change orders, drawings, specifications and addenda.
- 2.7 "Contract Price" means the total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 2.8 "Contract Time" means the number of calendar days stated in the Contract Documents for the completion of the work.
- 2.9 "Contractor" means the person, firm or corporation with whom the owner has executed the agreement.
- 2.10 "Division" means the state of New Hampshire Department of Environmental Services, Water Division.
- 2.11 "Drawings" mean the part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the engineer.
- 2.12 "Engineer" means the person, firm or corporation named as such in the Contract Documents.
- 2.13 "Field order" means a written order effecting a change in the work not relating to an adjustment in the Contract price or an extension of the Contract time and issued by the engineer to the Contractor during construction.
- 2.14 "Notice of Award" means the written notice of the acceptance of the bid from the owner to the successful Bidder.

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- 2.15 "Notice to Proceed" means the written communication issued by the owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the work.
- 2.16 "Owner" means a public or quasi-public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.
- 2.17 "Plans" means the Contract drawings or exact reproductions thereof which show the scope, character, dimensions and details of the work and which have been prepared or approved by the engineer.
- 2.18 "Project" means the undertaking to be performed as provided in the Contract Documents.
- 2.19 "Resident Project Representative" means the authorized representative of the owner who is assigned to the project site or any part thereof.
- 2.20 "Shop Drawings" means all drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrates how specific portions of the work shall be fabricated or installed.
- 2.21 "Special conditions" means revisions or additions to these general conditions, supplemental general conditions or specifications applicable to an individual project.
- 2.22 "Specifications" means a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 2.23 "Subcontractor" means an individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.
- 2.24 "Substantial Completion" means that date as certified by the engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.
- 2.25 "Supplemental General Conditions" means modifications to these general conditions required by a federal agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents, or such documents that may be imposed by applicable state laws.
- 2.26 "Supplier" means any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- 2.27 "Work" means all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.
- 2.28 "Written Notice" means any notice to any party of the agreement relative to any part of this agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

3. Additional Instructions and Detail Drawings.

The Contractor may be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof.

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- 4. Shop or Setting Drawings.** Shop or setting drawings shall be in accordance with the following:
- 4.1 The Contractor shall furnish 6 copies of the manufacturer's shop drawings, specific design data as required in the detailed specifications, and technical literature covering all equipment and fabricated materials which he proposes to furnish under this Contract in sufficient detail to indicate full compliance with the specifications. Shop drawings shall indicate the method of installing, the exact layout dimensions of the equipment or materials, including the location, size and details of valves, pipe connections, etc.
 - 4.2 No equipment or materials shall be shipped until the manufacturer's shop drawings and specifications or other identifying data, assuring compliance with these specifications, are approved by the engineer.
 - 4.3 The Contractor shall check and verify all field measurements and shall be responsible for the prompt submission of all shop and working drawings so that there shall be no delay in the work.
 - 4.4 Regardless of corrections made in or approval given to such drawings by the engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications. The Contractor shall notify the engineer in writing of any deviations at the time he furnishes such drawings. He shall remain responsible for the accuracy of the drawings showing the deviations but not for the acceptance of the deviations from the original design shown in the plans and specification. Approval by the engineer and the owner of any deviation in material, workmanship or equipment proposed subsequent to approval of the shop drawings or design data, shall be requested in writing by the Contractor.
 - 4.5 When submitted for the engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- 5. Materials, Services, Facilities and Workmanship** shall be furnished as follows:
- 5.1 Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
 - 5.2 Unless otherwise specifically provided for in the specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose.
 - 5.3 The Contractor shall furnish to the engineer for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required.
 - 5.4 Materials which are specified by reference to the number or symbol of a specific standard, such as an ASTM standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the advertisement for bids, except as limited to type, class or grade, or modified in such reference. The standards referred to shall have full force and effect as though printed therein.
 - 5.5 For equipment or for materials, when requested by the engineer, the Contractor shall submit certificates of compliance from the manufacturer, certifying that the equipment or the materials comply with the requirements of the specifications or the standards.

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- 5.6 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 5.7 Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the engineer.

6. Contractor's Title To Materials.

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the owner. The provisions of this paragraph shall be inserted in all Subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the work when formal Contract is entered into for such materials.

7. Inspection and Testing of Materials shall be as follows:

- 7.1 All materials and equipment used in the construction of the project shall be subject to inspection and testing by the engineer in accordance with accepted standards at any and all times during manufacture or during the project construction and at any or all places where such manufacture is carried on.
- 7.2 The Contractor shall furnish promptly upon request by the engineer, all materials required to be tested. All tests made by the engineer shall be performed in such manner and ahead of scheduled installation, as not to delay the work of the Contractor. When required, testing of concrete, masonry, soils, pipe and pipe materials will be made in accordance with provisions in the specifications.
- 7.3 Material required to be tested which is delivered to the job site shall not be incorporated into the work until the tests have been completed and approval or acceptance given in writing by the engineer.
- 7.4 Each sample submitted by the Contractor for testing shall carry an identification label containing such information as is requested by the engineer. It shall also include a statement that the samples are representative of the remaining materials to be used on the project.
- 7.5 Approval of any materials shall be general only and shall not constitute a waiver of the owner's right to demand full compliance with the Contract requirements.
- 7.6 The engineer may, at his own discretion, undertake the inspection of materials at the source. In the event plant inspection is undertaken, the following conditions shall be met:
 - a. The engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has Contracted for materials.
 - b. The engineer shall have full entry at all reasonable times to such areas as may concern the manufacture or production of the materials being furnished.

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- c. If required, the Contractor shall arrange for a building for the use of the inspector; such building to be located near the plant, independent of any building used by the material producer, in which to house and use the equipment necessary to carry on the required tests. Cost for such arrangement shall be paid by the owner as a stated allowance in the bid.
 - d. Adequate safety measures shall be provided and maintained at all times.
- 7.7 Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
- a. The Contractor shall furnish the engineer, without extra cost, all samples required for testing purposes. All sampling and testing including the number and selection of samples shall be determined by the engineer for his own information and use.
 - b. When testing of materials is specified in the appropriate section of the specifications, the cost of the same shall be charged to the owner or Contractor, as detailed in the specifications. However, costs of equipment performance tests shall be borne by the Contractor, as detailed in the appropriate section of the specifications.
 - c. When the Contractor proposes a material, article or component as equal to the ones specified, reasonable tests may, or may not, be required by the engineer. If the engineer requires tests of a proposed equal item, the Contractor will be required to assume all costs of such testing.
 - d. Any material, article or component which fails to pass tests required by the Engineer or by the specifications, will be rejected and shall be removed from the project site. However, if, upon request of the Contractor, retesting or further tests are permitted by the Engineer, the Contractor shall assume all costs related to such retesting or further tests.
 - e. Neither the Owner nor the Engineer will in any way be charged for the manufacturer's costs in supplying certificates of compliance.
- 7.8 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer with the required certificates of inspection, testing or approval.
- 7.9 Inspections, tests, or approvals by the engineer or others shall not relieve the Contractor from obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 8. "Or Equal " Clause, Substitutions and Contractor Options.**
- 8.1 Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard of quality and performance. Any material, article, or equipment of other manufacturers and vendors, which will perform satisfactorily the duties imposed by the general design, shall be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer, of equal quality and function. The Engineer shall determine equality based on such information, tests, or other supporting data that may be required of the Contractor.
- 8.2 Upon acceptance and approval by the Engineer of an equal product, it shall remain the responsibility of the Contractor to coordinate installation of the item with all other items to be furnished to assure proper fitting together of all items. Similar responsibility applies to items which are left to the Contractor's option. Any

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additional cost of equal items and any additional cost incidental to the coordination and/or fitting together of such items shall be borne by the Contractor at no extra cost to the Owner.

- 8.3 If a specified or equal item is not available to meet the construction schedule, the Contractor may propose a substitute item of less than equal performance and quality. If this substitute is acceptable to the Engineer, any difference in purchase cost or costs incidental to the installation of such item will be negotiated between the parties to the Contract.
- 8.4 Neither equal nor substitute items shall be installed without written approval of the Engineer.
- 8.5 The Contractor shall warrant that if substitutes are approved, no major changes in the function or general design of the Project will result.
- 9. Patents.** Patent information is as follows:
 - 9.1 The Contractor shall hold and save the owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the owner, unless otherwise specifically stipulated in the Contract Documents.
 - 9.2 License and/or royalty fees for the use of a process used in wastewater plant design which is authorized by the owner for the project, must be reasonable, and paid to the holder of the patent, or his authorized licensee.
 - 9.3 If the Contractor uses any design, device or materials in the construction methods for the project covered by patents or copyrights, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and save harmless the owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the construction of the work or after completion of the work.
- 10. Surveys. Surveys of land, property and construction** shall be as follows:
 - 10.1 The owner will provide all land surveys and will establish and locate all property lines relating to the project.
 - 10.2 For structures, the Engineer will establish and stake out one or more base lines as needed and will establish bench marks in and around the project site for the use of the Contractor and for the Engineer's own reference in checking the work in progress. For structures such as pipelines, the Engineer will establish the location of the pipe, manholes and other appurtenances, and will establish bench marks along the route of the pipeline at intervals for the using of the Contractor and for his own reference in checking the pipe and manhole inverts and other elevations throughout the project. The Contractor shall utilize the lines and bench marks established by the Engineer to set up whatever specific detail controls he may need for establishing location, elevation lines and grades of all structures. All this work is subject to checking, approval, and continuous surveillance by the Engineer to avoid error. The Contractor shall provide the Engineer with a qualified man or men to assist in this checking as needed and on request of the Engineer.
 - 10.3 For construction other than pipelines and appurtenances in roadways and cross country, the Contractor shall be responsible for the location and setting lines and grades. The Contractor shall establish the location for pump

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station and wastewater treatment facility structures, associated yard piping including electrical conduits, internal piping and all equipment. Base lines and benchmarks for setting of the lines and grades for the above shall be provided by the Engineer.

- 10.4 Protection of stakes. The Contractor shall protect and preserve all of the established baseline stakes, bench marks, or other controls placed by the Engineer. Any of these items destroyed or lost through fault of the Contractor will be replaced by the Engineer at the Contractor's expense.

11. Contractor's Obligations are as follows:

The Contractor shall and in good workmanlike manner, do and perform all work and furnish and pay for all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time stated in the proposal in accordance with the plans and drawings covered by this Contract, and any and all supplemental plans and drawings, in accordance with the directions of the Engineer as given from time to time during the progress of the work, whether or not he considers the direction in accordance with the terms of the Contract. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract Documents, and shall do, carry on and complete the entire work to the satisfaction of the Engineer and Owner.

Contractor shall carry on the work and adhere to the progress schedule during all disputes, disagreements or unresolved claims with the owner. No work shall be delayed or postponed pending the resolution of any disputes, disagreements, or claims except as the owner and Contractor may otherwise agree in writing.

12. Weather Conditions.

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor and his Subcontractors shall protect their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property shall be provided as follows:

- 13.1 The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless caused directly by errors contained in the Contract, or by the Owner, or his authorized representatives. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them.
- 13.2 The Contractor shall take all necessary precautions for the safety of employees on the work site, and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of the workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, trenches and other excavations, and falling materials, and he shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents. The name and position

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of any person so designated shall be reported to the Engineer by the Contractor. The person so designated shall be available by phone during nonworking hours.

- 13.3 In case of emergency which threatens loss or injury of property, and/or safety of life, the Contractor is allowed to act, without previous instructions from the Engineer. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted in writing to the Engineer for approval.
- 13.4 When the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer.
- 13.5 The intention is not to relieve the Contractor from acting, but to provide for consultations between Engineer and Contractor in an emergency which permits time for such consultations.
- 13.6 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Article 17 (extra work and change orders) of the general conditions.

14. Inspection of work for conformance with plans and specifications.

- 14.1 For purposes of inspection and for any other purpose, the Owner, the Engineer, and agents and employees of the Division or of any funding agency may enter upon the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore. The Engineer shall be furnished with every facility for ascertaining that the work is in accordance with the requirements and intention of this Contract, even to the extent of uncovering or taking down portions of finished work.
- 14.2 During construction and on its completion, all work shall conform to the location, lines, levels and grades indicated on the drawings or established on the site by the Engineer and shall be built in a workmanlike manner, in accordance with the drawings and specifications and the supplementary directions given from time to time by the Engineer. In no case shall any work which exceeds the requirements of the drawings and specifications be paid for as extra work unless ordered in writing by the Engineer.
- 14.3 Unauthorized work and work not conforming to plans and specifications shall be handled as follows:
 - a. Work considered by the Engineer to be outside of or different from the plans and specifications and done without instruction by the Engineer, or in wrong location, or done without proper lines or levels, may be ordered by the Engineer to be uncovered or dismantled.
 - b. Work done in the absence of the Engineer or his agent may be ordered by the Engineer to be uncovered or dismantled.
 - c. Should the work thus exposed or examined prove satisfactory, the uncovering or dismantling and the replacement of material and rebuilding of the work shall be considered as "Extra Work" to be processed in accordance with article 17.
 - d. Should the work thus exposed or examined prove to be unsatisfactory the uncovering or dismantling and the replacement of material and rebuilding of the work shall be at the expense of the Contractor.

- 15. **Reports, Records and Data** shall be furnished as follows: The Contractor shall submit to the owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as are required by the Contract Documents or as the owner, division or any funding agency may request concerning work performed or to be performed under this Contract.

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- 16. Superintendence by Contractor** shall be furnished as follows: At the site of the work, the Contractor shall employ a competent construction superintendent or foreman who shall have full authority to act for the Contractor. The superintendent or foreman shall have been designated in writing by the Contractor as the Contractor's representative at the site. It is understood that such representative shall be acceptable to the Engineer and shall be the one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll. Such representative shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.
- 17. Extra Work and Change Orders** shall be processed as follows:
- 17.1 The Engineer may at any time by written order and without notice to the sureties require the performance of such extra work or changes in the work as may be found necessary. The amount of compensation to be paid to the Contractor for any extra work so ordered shall be made in accordance with one or more of the following methods in the order of precedence listed below:
- a. A price based on unit prices previously approved; or
 - b. A lump sum price agreed upon between the parties and stipulated in the order for the extra work;
 - c. A price determined by adding 15 percent to the "reasonable cost" of the extra work performed, such "reasonable cost" to be determined by the Engineer in accordance with the following paragraph.
- 17.2 The Engineer shall include the reasonable cost to the Contractor of all materials used, of all labor, both common and skilled, of foreman, trucks, and the fair-market rental rate for all machinery and equipment for the period employed directly on the work. The reasonable cost for extra work shall include the cost to the Contractor of any additional insurance that may be required covering public liability for injury to persons and property, the cost of workmen's compensation insurance, federal social security, and any other costs based on payrolls, and required by law. The cost of extra work shall not include any cost or rental of small tools, buildings, or any portion of the time of the Contractor, his project supervisor or his superintendent, as assessed upon the amount of extra work, these items being considered covered by the 15 percent added to the reasonable cost. The reasonable cost for extra work shall also include the premium cost, if any, for additional bonds and insurance required because of the changes in the work.
- 17.3 In the case of extra work which is done by Subcontractors under the specific Contract, or otherwise if so approved by the Engineer, the 15 percent added to the reasonable cost of the work will be allowed only to the Subcontractor performing the work. On such work an additional 5 percent for reasonable cost will be paid to the Contractor for their work in directing the operations of the Subcontractor, for administrative supervision, and for any overhead costs. If two or more tiers of Subcontractors are involved in the extra work, a maximum of 27 percent of the cost incurred by the Subcontractor actually performing the work will be allowed to be added to the reasonable cost of the work. The 27 percent maximum represents 15 percent added to the reasonable cost of the work allowed by the Subcontractor performing the work, an additional 5 percent allowed to the next tier higher subcontractor and 5 percent allowed to the Contractor for their work in directing the operations of the Subcontractor, for administrative supervision, and for any overhead costs.
- 17.4 The Engineer may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These shall be accomplished by a written field order. However, if the Contractor believes that any minor change or alteration authorized by the Engineer entitles him to an increase in the Contract price, he may make a claim therefore as provided in article 21.

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- 18. Time For Completion and Liquidated Damages.** The following paragraphs address time for completion and liquidated damages:
- 18.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are Essential Conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed."
- 18.2 The Contractor agrees that said work shall be pursued regularly, diligently and continuously at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 18.3 If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.
- 18.4 The liquidated damages amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. Said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be deducted from time to time by the owner from current periodical payments.
- 18.5 It is further agreed that "time is of the essence" of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall "be of the essence." Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in the completion of the work is due to:
- a. A preference, priority or allocation order duly issued by the government.
 - b. An unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.
 - c. Any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.
- 18.6 The Contractor shall promptly notify the Owner in writing of the causes of the delay. The Owner shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of his decision in the matter.

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19. Defective Work. Defective work shall be processed as follows:

- 19.1 The Contractor shall promptly remove from the premises all materials and work condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors which was destroyed or damaged by such removal or replacement.
- 19.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such condemned work and materials within 10 days after receipt of written notice, the Owner may remove them and store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within 10 days time thereafter, the Owner may, upon 10 days written notice, sell such materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

20. Differing Site Conditions. Claims for differing site conditions shall be processed as follows:

- 20.1 The Contractor shall promptly and before such conditions are disturbed, notify the Engineer in writing of:
- a. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or,
 - b. Unknown physical conditions at the site, differing materially from those ordinarily encountered and generally recognized as inherent in the type of work provided for in this Contract.
- 20.2 The Engineer shall promptly investigate the conditions. If he finds that conditions differ materially and will cause an increase or decrease in the Contractor's cost or the time required to perform any part of the work under this Contract whether or not changed as a result of such conditions, the Engineer will notify the Owner and recommend an equitable adjustment. Contractor and Owner will enter into negotiations via the Engineer to modify the contract in writing.
- 20.3 No claim of the Contractor under this clause shall be allowed unless the Contractor has given proper notice as required in paragraph 20.1 of this clause.
- 20.4 No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

21. Claims For Extra Cost. Claims for extra cost shall be processed as follows:

- 21.1 No claim for extra work or cost shall be allowed unless the same was done pursuant to a written order by the Engineer, approved by the Owner and the claim presented for payment with the first estimate after the changed or extra work is done. When work is performed under the terms of article 17, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost when requested by the Owner and shall allow the Owner access to accounts relating thereto.
- 21.2 If the Contractor claims that any instructions by drawings or similar documents issued after the date of the Contract involve extra cost under the Contract, he shall give the Engineer written notice after the receipt of such instruction and before proceeding to execute the work, except in an emergency which threatens life or property, then the procedure shall be as provided for under article 17, "Extra Work & Change Orders." No claim shall be valid unless so made.

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22. Right of Owner to Terminate Contract.

- 22.1 In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the Contract, and unless within 10 days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said 10 days cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the Contract; provided, however, that if the surety does not commence performance thereof within 10 days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.
- 22.2 If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or should fail, except in cases for which extensions of time are provided, to supply enough skilled workmen or materials, or if he should fail to make payments to Subcontractors or for material or labor, so as to affect the progress of the work, or be guilty of a violation of the Contract, then the Owner, upon the written notice of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy and after giving the Contractor and his surety 7 days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner, and finish the work by whatever method he may deem expedient. In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies at the expense of the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be approved by the Engineer.
- 22.3 Where the Contract has been terminated by the Owner, said termination shall not affect or terminate any of the rights of the Owner as against the Contractor or his surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the Owner due the Contractor under the terms of the Contract, shall not release the Contractor or his surety from liability for his default.
- 22.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other remedy, elect to abandon the Project and terminate the Contract. In such case the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.
- 22.5 If through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after approved by the engineer, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner and the Engineer stop the Work until paid all amounts then due, in which event and

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upon resumption of the Work Change Orders shall be issued for adjusting the Contract Price or Extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the work.

- 22.6 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

23. Construction Schedule and Periodic Estimates shall provide for the following:

- 23.1 Before starting the work or upon request by the Engineer during its progress, the Contractor shall submit to the Engineer a work plan showing construction methods and the various steps he intends to take in completing the work.
- 23.2 Before the first partial payment is made, the Contractor shall prepare and submit to the Engineer:
- a. A written schedule fixing the dates for submission of drawings; and
 - b. A written schedule fixing the respective dates for the start and completion of segments of the work. Each such schedule shall be subject to review and change during the progress of the work.
 - c. Respective dates for submission of Shop Drawings and for the beginning of manufacture, the testing, and the installation of materials, supplies, and equipment.
 - d. A schedule of payments that the Contractor anticipates will be earned during the course of the Work.

24. Payments to Contractor. Payments to the Contractor shall be made as follows:

- 24.1 Progress payments. The Owner will once each month make a progress payment to the Contractor on the basis of an estimate of the total amount of work done to the time of the estimate and its value as prepared by the Contractor and approved by the Engineer.
- 24.2 Retainage by Owner. The Owner will retain a portion of the progress payment, each month, in accordance with the following procedures:
- a. The Owner will establish an escrow account in the bank of the Owner's choosing. The account will be established such that interest on the principal will be paid to the Contractor. The principal will be the accumulated retainage paid into the account by the Owner. The principal will be held by the bank, available only to the Owner, until termination of the Contract.
 - b. Until the work is 50% complete, as determined by the Engineer, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage will be deposited in the escrow account established above.
 - c. After the work is 50% complete, and provided the Contractor has satisfied the Engineer in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount will be withheld. The escrow account will remain at the same balance throughout the remainder of the project, unless drawn upon by the Owner in accordance with articles 19, 22, and 56.
 - d. Upon substantial or final completion (as defined in article 25), the amount of retainage will be reduced to 2% of the total Contract Price plus an additional retainage based on the Engineer's estimate of the fair value of

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the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid for out of the retainage until the entire project is declared completed (See article 25). The final 2% retainage shall be held during the one-year warranty period and released only after the Owner has accepted the project.

- 24.3 In reviewing monthly estimates for payments of the value of work done, the Engineer may accept in the estimate, prior to subtracting the retainage, the delivered cost of certain equipment and nonperishable material which have been delivered to the site or off-site location and which are properly stored and protected from damage. With the estimate, the Contractor shall submit to the Engineer invoices as evidence that the material has been delivered to the site. Prior to submitting the next monthly estimate, the Contractor shall provide the Engineer with paid invoices or other evidence that the materials have been paid for. If the Contractor fails to submit such evidence, the Engineer may then subtract the value of such materials or equipment for which the Owner has previously paid, from the next monthly estimate. The type of equipment and material eligible for payment prior to being incorporated in the work will be at the Engineer's discretion. Material and equipment made specifically for the subject job will be eligible for payment.
- 24.4 All material and work for which partial payments have been made shall thereupon become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or for the restoration of any damaged work, or as a waiver of the right of the Owner to require compliance with all of the terms of the Contract.
- 24.5 Owner's right to withhold payments and make application. The Contractor agrees that he will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts, equipment, power, tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all claims of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, upon written notice to the Contractor either pay unpaid bills of which the Owner has written notice directly, or withhold from the Contractor's unpaid compensation a sum of money to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged. Payment to the Contractor shall then be resumed in accordance with the terms of this Contract but in no event shall the above provisions be construed to impose any obligations upon the Owner to either the Contractor or his surety or any third party. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as payment made under Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 24.6 If the Owner fails to make payment forty-five (45) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at an annual rate of 10% commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.
- 25. Acceptance and Final Payment** provisions shall be as follows:
- 25.1 Substantial completion and payment.
- a. Substantial completion shall be that point, as certified by the Engineer, at which the Contract or specified part thereof, has been completed to the extent that the Owner may occupy and/or make use of the work

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performed for the purposes for which it was intended. Upon substantial completion there may be minor items, such as seeding, landscaping, etc., yet to be completed or items of work to be corrected.

- b. Upon receipt of written notice from the Contractor that the work is substantially complete, the Engineer shall promptly make an inspection, and when he finds the work complies with the terms of the Contract and the Contract is substantially completed, he will issue a signed and dated certificate, and a list of all items to be completed or corrected, stating that the work required by this Contract has been substantially completed and is accepted by him.
 - c. Upon substantial completion, the entire balance due and payable to the Contractor less 2 percent of the Contract Price, and less a retention based on the Engineer's estimate of the fair value for the cost of completing or correcting listed items of work with specified amounts for each incomplete or defective item of work shall be made.
 - d. The general guarantee period for the work shall begin on the date certified by the Engineer that the work is substantially completed.
- 25.2 Final completion shall be that point at which all work has been completed and all defective work has been corrected. Unless the Engineer has issued a certificate of substantial completion, the general guarantee period shall begin upon certification by the Engineer of final completion.
- 25.3 At the end of the general guarantee period for the entire Contract which has been certified finally completed or substantially completed, the Owner, through the Engineer, shall make a guarantee inspection of all or portions of the work. When it is found that the work is satisfactory and that no work has become defective under the terms of the Contract, the Owner will accept the entire project and make final payment, including the reimbursement of monies retained pursuant to the guarantee period.
- 25.4 If the guarantee inspection discloses any work as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the guarantee inspection, provided the work has been satisfactorily completed.
- 25.5 Before issuance of final payment, the Contractor shall certify in writing to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied; except that in case of disputed indebtedness or liens, if the Contract does not include a payment bond, the Contractor may submit in lieu of certification of payment a surety bond in the amount of the disputed indebtedness or liens, guaranteeing payment of all such disputed amounts, including all related costs and interest in connection with said disputed indebtedness or liens which the Owner may be compelled to pay upon adjudication.
- 25.6 If upon substantial completion, full completion is delayed through no fault of the Contractor, and the Engineer so certifies, the Owner may, upon certificate of the Engineer, and without termination of the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 25.7 The acceptance by the Contractor of final payment shall release the Owner from all claims and all liability to the Contractor for all things relating to this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations of the performance and payment bond under this Contract.

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26. Payments by Contractor. The Contractor shall pay the costs:

- 26.1 For all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered;
- 26.2 For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the work and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used; and
- 26.3 To each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

27. Insurance. The Contractor and any Subcontractor shall obtain all the insurance required under this article and such insurance shall be approved by the Owner.

- 27.1 The Contractor and all Subcontractors shall procure and shall maintain during the life of this Contract workmen's compensation insurance as required by applicable state law. The Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance.

Limits of Liability: \$100,000 each accident;
\$500,000 disease - policy limit;
\$100,000 disease - each employee.

- 27.2 The Contractor shall procure and shall maintain during the life of this Contract Commercial General liability insurance to include Contractual liability, explosion, collapse and underground coverages.

Limits of liability: \$1,000,000 each occurrence bodily injury and property damage;
\$2,000,000 general aggregate-include per project aggregate endorsement;
\$2,000,000 products/completed operations aggregate.

If blasting or demolition or both is required by the Contract, the Contractor or Subcontractor shall obtain the respective coverage and shall furnish the Engineer a certificate of insurance evidencing the required coverages prior to commencement of any operations involving blasting or demolition or both.

- 27.3 The Contractor shall procure and shall maintain during the life of this Contract comprehensive automobile liability insurance to include all motor vehicles including owned, hired, borrowed and non-owned vehicles. Limits of liability: \$1,000,000 combined single limit for bodily injury and property damage.

- 27.4 The Contractor shall either:

- a. Require each of his Subcontractors to procure and to maintain during the life of his subcontract commercial general liability insurance and comprehensive automobile liability insurance of the type and in the amounts specified in articles 27.2 and 27.3; or
- b. Insure the activities of his Subcontractors in his policy.

- 27.5 The required insurance shall provide adequate protection for the Contractor and his Subcontractors, respectively, against damage claims which may arise from work under this Contract, whether such work be by the insured or by anyone employed by him and also against any of the special hazards which may be encountered in the performance of this Contract.

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- 27.6 The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such insurance shall not be canceled or materially altered, except after 10 days written notice has been received by the Owner.
- 27.7 For builder's risk insurance (fire and extended coverage) and until the work is completed and accepted by the Owner, the Contractor is required to maintain builder's risk type insurance on a 100 percent completed value basis on the insurable portion of the work for the benefit of the Owner, the Contractor, and Subcontractors as their interests may appear.
- 27.8 The Contractor shall take out and furnish to the Owner and maintain during the life of this Contract, complete Owner's protective liability insurance.
Limits of Liability: \$1,000,000 each occurrence;
\$2,000,000 aggregate.
28. **Contract Security.** The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the Owner with a performance bond and a payment bond in penal sums equal to the amount of the Contract price conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor.
29. **Additional or Substitute Bond.** If at any time a surety on any such Bond is declared as bankrupt or loses its right to do business in the state in which the Work is to be performed, or is removed from the list of Surety Companies accepted on Federal Bonds, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.
30. **Assignments.** The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.
31. **Mutual Responsibility of Contractors.** If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work site, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractors will so settle. If such other Contractor or Subcontractors shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

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32. Subcontracting. When subcontracting, the Contractor:

- 32.1 May utilize the services of specialty Subcontractors on those parts of the work which, under usual Contracting practices, are performed by specialty Subcontractors.
- 32.2 Shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 32.3 Shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 32.4 Shall not create any Contractual relation between any Subcontractor and the Owner.
- 32.5 Shall not award Work to Subcontractor(s), in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.

33. Authority of the Engineer. In performing his duties, the Engineer or his representative shall:

- 33.1 Have the authority to suspend the work in whole or in part for such periods as he may deem necessary due to the failure of the Contractor to carry out provisions of the Contract or for failure of the Contractor to suspend work in weather conditions considered by the Engineer to be unsuitable for the prosecution of the work. The Engineer shall give all orders and directions under this Contract, relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to the work. The Engineer's estimates and decisions shall be final and conclusive, except as otherwise provided. In case any question shall arise between the parties hereto relative to said Contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected to any extent by such question. The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found unclear. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.
 - a. The purpose of the above article is not in any way to relieve the Contractor of his responsibilities for the safety of workmen or general public in the execution of the work. Attention is drawn to Article 13 of these Conditions which refers to the safety obligations of the Contractor.
 - b. The Engineer, acting on behalf of the Owner, has the authority to enforce corrective action for work not in accordance with the specifications.
 - c. In addition, the Engineer, acting on behalf of the Owner, is to ensure that the work is in accordance with the Contract Documents. He is not held responsible, however, for the methods of construction, sequences, schedules and procedures in the execution of the work. The Engineer does have the opportunity under 33.1 to reject the method of construction, work plan schedule, procedures, as he thinks appropriate.
- 33.2 Appoint assistants and representatives as he desires, and they shall be granted full access to the work under the Contract. They have the authority to give directions pertaining to the work, to approve or reject materials, to suspend any work that is being improperly performed, to make measurements of quantities, to keep records of

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costs, and otherwise represent the Engineer in all matters except as provided below. The Contractor may, however, appeal from their decision to the Engineer himself, but any work done pending its resolution is at the Contractor's own risk. Except as permitted and instructed by the Engineer, the assistants and representatives are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications, nor to issue instructions contrary to the plans and specifications. They are not authorized to act as superintendents or foremen for the Contractor, or to interfere with the management of the work by the Contractor. Any advice which the assistants or representatives of the Engineer may give the Contractor shall not be construed as binding the Engineer or the Owner in any way, nor as releasing the Contractor from the fulfillment of the terms of the Contract. All transactions between the Contractor and the representatives of the Engineer which are liable to protest or where payments are involved shall be made in writing.

- 34. Stated Allowances.** The Contractor shall include in his proposal for costs of materials not shown in his bid under "cash allowances" or "allowed materials," any cash allowances stated in the supplemental general conditions or other Contract Documents. The Contractor shall purchase the "allowed materials" as directed by the Owner on the basis of the lowest and best bid of at least 3 competitive bids. If the actual price for purchasing the "allowed materials" is more or less than the "cash allowance," the Contract price shall be adjusted accordingly. The adjustment in Contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "allowed materials" shall be included in the applicable sections of the Contract specifications covering this work.
- 35. Use of Premises, Removal of Debris, Sanitary Conditions.** In the use of premises or removal of debris, the Contractor expressly undertakes at his own expense: to take every precaution against injuries to persons or damage to property; to maintain sanitary conditions; to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not interfere with the progress of his work or the work of any other Contractors; to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work; to clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the site of the work shall present an orderly and workmanlike appearance; before final payment to remove all surplus material falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in an orderly condition; to effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor; to provide and maintain in a sanitary condition such toilet accommodations for the use of his employees as may be necessary to comply with the requirements of the state and local boards of health, or of other bodies or authorities having jurisdiction.
- 36. Quantities of Estimate.** Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is specifically reserved except as herein otherwise specifically limited, to increase or decrease them as may be deemed reasonably necessary by the Owner to complete the work contemplated by this Contract, and such increase or decrease shall in no way invalidate this Contract, nor shall any such increase or decrease give cause for claims or liability for damages. Such increases or decreases shall not exceed 25 percent of the estimated quantities of work. An increase or decrease in quantities for subsurface materials (e.g. ledge, unsuitable backfill), which overrun or underrun by 25% or more of the bid quantity may be the basis for a Contract price adjustment, at the rate of a negotiated adjusted unit rate. Negotiated unit price rates shall be equitable and shall take into account, but not be limited to the following factors; bid unit rate, distribution of rates and bid balance, and the scope of work as affected by the changed quantities. Claims for extra work resulting from changed quantities shall be processed under article 21.

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- 37. Lands and Rights-of-Way.** Acquisition and usage of lands and rights-of-way shall be as follows:
- 37.1 Prior to issuing the Notice to Proceed, the Owner shall legally obtain all lands and rights-of-way necessary for carrying out and completing the work to be performed under this Contract.
 - 37.2 The Contractor shall not (except after written consent from the Owner) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Engineer.
 - 37.3 The Owner shall provide to the Contractor information which delineates and describes the lands owned and the rights-of-way acquired.
 - 37.4 The Contractor shall provide at its own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.
- 38. General Guarantee.** With reference to warranties, neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which appear within the warranty period one year or longer if required by the Contract, from the certified date of completion or substantial completion of the work. The Owner will give notice of observed defects within two working days of their discovery.
- 39. Errors and Inconsistencies.** With reference to errors and inconsistency in Contract Documents, any provisions in any of the Contract Documents which may be in conflict with the paragraphs in these general conditions shall be subject to the following order of precedence for interpretation:
- 39.1 Drawings will govern technical specifications.
 - 39.2 General conditions will govern drawings and technical specifications.
 - 39.3 Supplemental general conditions will govern general conditions, drawings and technical specifications.
 - 39.4 Special conditions will govern supplemental general conditions, general conditions, drawings and technical specifications.
 - 39.5 The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, he shall notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.
 - 39.6 Figure dimensions on Drawings shall govern over general drawings.
- 40. Notice and Service Thereof.** Any notice to the Contractor from the Owner relative to any part of this Contract will be in writing and will be considered delivered and the service completed, when said notice is mailed, by certified registered mail, to the Contractor at his last given address, or delivered in person to the Contractor or his authorized representative on the work.
- 41. Required Provisions Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly

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inserted (example; miswording, etc.), then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

- 42. Protection of Lives and Health.** The work under this Contract is subject to the safety and health regulations (CRF 29, part 1926, and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to become familiar with the requirements of these regulations.
- 43. OSHA Construction Safety Program.**
- 43.1 Pursuant to NHRSA 277:5-a, the Contractor shall provide an Occupational Health and Safety Administration (OSHA) 10-hour construction safety program for its on-site employees. All employees are required to complete the program prior to beginning work. The training program shall utilize an OSHA-approved curriculum. Graduates shall receive a card from OSHA certifying the successful completion of the training program.
- 43.2 Any employee required to complete the OSHA 10-hour construction safety program, and who cannot within 15 days provide documentation of completion of such program, shall be subject to removal from the job site.
- 43.3 The following individuals are exempt from the requirements of the 10-hour construction safety program: law enforcement officers involved with traffic control or jobsite security; flagging personnel who have completed the training required by the Department of Transportation; all relevant federal, state and municipal government employees and inspectors; and all individuals who are not considered to be on the site of work under the federal Davis-Bacon Act, including, but not limited to, construction and non-construction delivery personnel and non-trade personnel.
- 44. Equal Employment Opportunity.** Under equal employment opportunity requirements and during the performance of this Contract the Contractor agrees to the following:
- 44.1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 44.2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment, without regard to race, creed, color, national origin, or sex.
- 44.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitment under section 202 of executive order no. 11246 of September 24, 1965, and 11375 of October, 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 44.4 The Contractor will comply with all provisions of executive orders no. 11246 and 11375.
- 44.5 The Contractor will furnish all information and reports required by executive orders no. 11246 and 11375.

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- 44.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part by the Owner or the Department of Labor and the Contractor may be declared ineligible for further government Contracts or federally-assisted construction, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 44.7 A breach of this article may be grounds for termination of this Contract and for debarment as provided in 29 CFR 5.6.
- 45. Interest of Federal, State or Local Officials.** No federal, state or local official shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- 46. Other Prohibited Interests.** No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, Engineering, inspection, construction or material supply Contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, Engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply Contract, subcontract, insurance Contract, or any other Contract pertaining to the project.
- 47. Use and Occupancy Prior to Acceptance.** Use and occupancy of a portion or unit of the project, upon completion of that portion or unit, and before substantial completion of the project, shall be a condition of this Contract with the following provisions:
- 47.1 The Owner will make his request for use or occupancy to the Contractor in writing.
- 47.2 There must be no significant interference with the Contractor's work or performance of duties under the Contract.
- 47.3 The Engineer, upon request of the Owner and agreement by the Contractor, will make an inspection of the complete part of the work to confirm its status of completion.
- 47.4 Consent of the surety and endorsement of the insurance carrier must be obtained prior to use and/or occupancy by the Owner. Also, prior to occupancy, the Owner will secure the required insurance coverage on the building.
- 47.5 The Owner will have the right to exclude the Contractor from the subject portion of the project after the date of occupancy but will allow the Contractor reasonable access to complete or correct items.
- 47.6 The warranty period shall begin upon substantial completion.
- 48. Suspension of Work.** The Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than 90 days by notice in writing to the Contractor and the Engineer. The Owner shall fix the date on which work shall be resumed. The Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to any suspension if he makes a claim therefore as provided in articles 17 and 21.

General Conditions

49. [Reserved]

50. [Reserved]

51. [Reserved]

52. **Project Sign.** Furnish and erect a sign at the project site to identify the project and to indicate that the State Government is participating in the development of the project. Place the sign in a prominent location as directed by the Engineer. Do not place or allow the placement of other advertising signboards at the project site or along rights-of-way furnished for the project work. See Exhibit 1 for details of construction.

53. [Reserved]

54. **Public Convenience and Traffic Control** requirements:

54.1 The Contractor shall at all times so conduct his work as to assure minimal obstruction to traffic. The safety and convenience of the general public and the residents along the work site route and the protection of property shall be provided for by the Contractor. The Contractor shall be responsible for timely notification to local residents before causing any interruptions of their access.

54.2 Fire hydrants and water holes for fire protection on or adjacent to the work site shall be kept accessible to fire apparatus at all times, and no obstructions shall be placed within 10 feet of any such facility. No footways, gutters, drain inlets, or portions of highways adjoining the work site shall be obstructed. In the event that all or part of a roadway is officially closed to traffic during construction, the Contractor shall provide and maintain safe and adequate traffic accessibility, satisfactory to the Engineer, for residences and businesses along and adjacent to the roadway so closed.

54.3 When the maintenance of traffic is considered by the Engineer to be minimal, the Contract may not show this work as a pay item. In such cases, the Contractor shall bear all expense of maintaining traffic over the sections of road undergoing improvement and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary, without direct reimbursement.

55. **Pre-Construction Conference.** The Contractor shall not commence work until a pre-construction conference has been held at which representatives of the Contractor, Engineer, Division and Owner are present. The pre-construction conference shall be scheduled by the Engineer.

56. **Maintenance During Construction.**

56.1 The Contractor shall maintain the work during construction and until it is accepted by the Owner. This maintenance shall be continuous and effective work prosecuted day by day, with adequate equipment and forces, to the end that roads or structures are kept in satisfactory condition at all times.

56.2 All cost of maintenance during construction and before the work is accepted by the Owner shall be included in the unit prices bid on the various pay items and the Contractor shall not be paid an additional amount for such maintenance.

56.3 If the Contractor, at any time, fails to comply with the provisions above, the Engineer may direct the Contractor to do so. If the Contractor fails to remedy unsatisfactory maintenance within the time specified by the Engineer, the Engineer may immediately cause the project to be maintained and the entire cost of this maintenance will be deducted from money to become due the Contractor on this Contract.

General Conditions

57. Cooperation with Utilities.

- 57.1 The Owner will notify all utility companies, all pipe line owners, or other parties affected, and have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction made as soon as practicable.
- 57.2 Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners of such utilities at their expense, except as may otherwise be provided for in the special conditions or as noted on the plans.
- 57.3 It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and as evident on the site, and that no additional compensation will be allowed for any delays, inconvenience, damage sustained by him due to any interference from such utility appurtenances or the operation of moving them.
- 57.4 The Contractor shall cooperate with the Owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangements may be reduced to a minimum, and that services rendered by those parties will be minimal.
- 57.5 In the event of interruption to a water or utility service as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with said authority in the restoration of services. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority. If any utility service is interrupted for more than 4 hours, the Contractor shall make provisions for temporary service at his own expense until service is resumed.

58. Work Performed at Night and on Sundays and Holidays shall comply with the following:

- 58.1 No work will be permitted at night or on Sundays or holidays except as approved in writing by the Engineer, and provided such work is not in violation of a local ordinance. When working at night, the Contractor shall provide flood lighting sufficient to insure the same quality of workmanship and the same conditions regarding safety as would be achieved in daylight.
- 58.2 Whenever Memorial Day or Fourth-of-July is observed on a Friday or a Monday and during the weekend of Labor Day, the Contractor may be required to suspend work for the 3 calendar days. Prior to the close of work, the work site shall be placed in a condition acceptable to the Engineer for the comfort and safety of the traveling public. An arrangement shall be made for responsible personnel acceptable to the Engineer to maintain the project in the above conditions.

59. Laws to be Observed. With reference to laws that shall be observed:

- 59.1 The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations, and all orders and decrees of tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the state and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

General Conditions

59.2 Indemnification

The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employees of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by disability benefit or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

60. Permits. Permits to be obtained by the Contractor shall be in accordance with the following:

- 60.1 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be obtained and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner. Permits may include:
- a. New Hampshire Department of Transportation Highway Trench Permits.
 - b. RSA 485-A:17 and 483-A N.H. DES Wetlands Bureau Dredge and Fill Permit.
 - c. RSA 485-A:17 - N.H. DES Site Specific Permit (Water Quality)
 - d. RSA 149-M:10 N.H. DES Solid Waste Management Bureau - disposal of construction debris and/or demolition waste.
 - e. N.H. Department of Environmental Services Air Resources Division (burning permits).
 - f. Other permits, as required by State and Local laws and ordinances.
 - g. Notice of intent for coverage under EPA's General NPDES Permit for construction dewatering activities.

61. Control of Pollution due to construction shall comply with the following:

- 61.1 During construction, the Contractor shall take precautions sufficient to avoid the leaching or runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride and any other polluting materials which are unsightly or which may be harmful to humans, fish, or other life, into groundwaters and surface waters of the State.
- 61.2 In waters used for public water supply or used for trout, salmon, or other game or forage fish spawning or nursery, control measures must be adequate to assure that turbidity in the receiving water will be increased not more than 10 standard turbidity units (s.t.u.) in the absence of other more restrictive locally-established limitations, unless otherwise permitted by the Division. In no case shall the classification for the surface water be violated.

General Conditions

61.3 In water used for other purposes, the turbidity must not exceed 25 s.t.u. unless otherwise permitted by the Division.

62. Use of Explosives.

62.1 When the use of explosives is necessary for the prosecution of the Work, exercise the utmost care not to endanger life or property. The Contractor shall be responsible for any and all damage resulting from the use of explosives.

62.2 Store all explosives in a secure manner, in compliance with all State and local laws and ordinances, and legally mark all such storage places. Storage shall be limited to such quantity as may be needed for the work underway.

62.3 Designate as a "Blasting Area" all sites where electric blasting caps are located and where explosive charges are being placed. Mark all blasting areas with signs as required by law. Place signs as required by law from each end of the blasting area and leave in place while the above conditions prevail. Immediately remove signs after blasting operations or the storage of caps is over.

62.4 Notify each property Owner and public utility company having structures in proximity to the site of the work sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property. Such notice shall not relieve the Contractor of any of his responsibility for damage resulting from his blasting operation. Warn all persons within the danger zone of blasting operations and do not perform blasting work until the area is cleared. Provide sufficient flagmen outside the danger zone to stop all approaching traffic and pedestrians. Provide watchmen during the loading period and until charges have been exploded. Place adequate protective covering over all charges before being exploded.

63. Arbitration by Mutual Agreement.

63.1 All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided in Section 25, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

63.2 Notice of the request for arbitration shall be filed in writing with the other party to the Contract Documents and a copy shall be filed with the Engineer. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

63.3 The Contractor will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

64. Taxes. The Contractor shall pay all sales, consumer, use, and other similar taxes required by the laws of the place where the Work is performed.

65 Separate Contracts.

65.1 The Owner reserves the right to let other Contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate the Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect

General Conditions

and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

- 65.2 The Owner may perform additional Work related to the Project or the Owner may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if the Owner is performing the additional Work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate the Work with theirs.
- 65.3 If the performance of the additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice shall thereof be given to the Contractor prior to starting such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves it in additional expense or entitles it to an extension of the Contract Time, the Contractor may make a claim thereof as provided in Sections 17 and 18.

General Conditions

EXHIBIT 1

Project Sign Detail

[Insert project sign detail here - Contact NHDES for appropriate detail]



WATER SUPPLY IMPROVEMENT

0612050-0 | PRLF-22

Water Main Interconnection and Distribution System Improvements

Morningside Drive Water Association
Derry, NH

Funds Provided by
the Drinking Water State Revolving Loan Fund
and the PFAS Remediation Grant and Loan Fund

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 (130 days)	November 15, 2025
Complete Install and Testing Of All Underground Piping Within Rights-Of- Way of Fieldstone Drive and Morningside Drive, and Complete Permanent Trench Pavement Repair.	
Final Completion (160 days)	December 15, 2025

A portion of this project is being funded through the American Rescue Plan Act (ARPA). All Funds must be disbursed prior to 12/31/2025. No extensions will be granted.

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.

NHDES Front End Documents
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Rules Regulations and Forms

Section D: Federal Provisions Rules Regulations and Forms

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Pertinent Federal Acts and Provisions

The Contractor shall comply with the regulations of the Davis-Bacon Act, the Contract Work Hours Standards Act, Executive Order 11246 (Federal Equal Employment Opportunity), and Title X of the Clean Air Act Amendments of 1990 (Disadvantage Business Enterprise), and any amendments or modifications thereto. The Contractor shall cause appropriate provisions to be inserted in subcontracts to ensure compliance with the above acts by all Subcontractors, as applicable.

The Contractor shall comply with the American Iron and Steel requirements of the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 (Public Law 113-76), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects.

The Contractor shall comply with Subpart B and Subpart C of 2 CFR Part 180 and 2 CFR Part 1532. By entering into this contract, the contractor certifies that neither the contractor's firm, nor any person or firm who has an interest in the contractor firm, is a debarred or suspended person or firm. Furthermore, by entering into this contract, the contractor certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm. Contractors may access the federal government's Excluded Parties List System for verification of excluded parties at the following website: <http://www.sam.gov>.

The Contractor shall comply with 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. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - 1) Procure or obtain, extend or renew a contract to procure or obtain;
 - 2) Enter into a contract (or extend or renew a contract) to procure; or
 - 3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management](#) exclusion list.

Section 13 of the Federal Water Pollution Control Act Amendments of 1972

Section 13 provides:

No person in the United States shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance under this Act, the Federal Water Pollution Control Act, or the Environmental Financing Act. This section shall be enforced through agency provisions and rules similar to those already established, with respect to racial and other discrimination, under Title VI of the Civil Rights Act of 1964. However, this remedy is not exclusive and will not prejudice or cut off any other legal remedies available to a discriminate.

Section 504 of the Rehabilitation Act of 1973

Section 794. Nondiscrimination under Federal grants and programs; promulgation of rules and regulations

(a) Promulgation of rules and regulations

No otherwise qualified individual with a disability in the United States, as defined in section [705 \(20\)](#)

of this title, shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service. The head of each such agency shall promulgate such regulations as may be necessary to carry out the amendments to this section made by the Rehabilitation, Comprehensive Services, and Development Disabilities Act of 1978. Copies of any proposed regulations shall be submitted to appropriate authorizing committees of the Congress, and such regulation may take effect no earlier than the thirtieth day after the date of which such regulation is so submitted to such committees. See also 29 CFR Part 32 and 29 CFR Part 37.

The Age Discrimination Act of 1975

(42 U.S.C. Sections 6101-6107)

Section 6101. Statement of purpose

It is the purpose of this chapter to prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance.

Section 6102. Prohibition of discrimination

Pursuant to regulations prescribed under section 6103 of this title, and except as provided by section 6103(b) of this title and section 6103(c) of this title, no person in the United States shall, on the basis of age, be excluded from participation, in be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

Clean Air Act-Section 306

The Clean Air Act is the law that defines EPA's responsibilities for protecting and improving the nation's air quality and the stratospheric ozone layer.

§7606. Federal procurement

(a) Contracts with violators prohibited

No Federal agency may enter into any contract with any person who is convicted of any offense under section 7413(c) of this title for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 7413(c)(2) of this title, the condition giving rise to the conviction also shall be considered to include any substantive violation of this chapter associated with the violation of 7413(c)(2) of this title. The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

Clean Water Act-Section 508

The Clean Water Act (CWA) is the primary Federal statute regulating the protection of the nation's water. The CWA aims to prevent, reduce, and eliminate pollution in the nation's water in order to "restore and maintain the chemical, physical, and biological integrity of the Nation's waters", as described in CWA section 101(a).

§ 508: Federal Procurement

No Federal agency may enter into any contracts with any person convicted of any offense under § 309(c) of CWA, if the person performs such contracts at any facility in which the violation occurred, and if the person owned, leased, or supervised the facility.

Links for more Information

[Systems for Award Management exclusion list](#)

Davis-Bacon and Related Acts

- [U.S.DOL Prevailing Wage Resources](#)
- [General Wage Determinations](#)
- [U.S. DOL Certified Payroll Form WH-347](#)
- [WH-1321 “Employee Rights Under the Davis-Bacon Act” poster](#)

Disadvantaged Business Enterprise Program

- [EPA’s DBE Resources](#)
- [NHDOT Certified Disadvantaged Business Enterprise \(DBE\) Directory](#)

Domestic Preference: American Iron and Steel

- [EPA American Iron and Steel \(AIS\) Requirement - Guidance and Questions and Answers website](#)
- [AIS Approved National Waivers](#)

Environmental Review

- [Sole Source Aquifers \(SDWA\)](#)
- [Protection and Enhancement of the Cultural Environment \(1971\)](#)
- [Fish and Wildlife Coordination Act](#)
- [Migratory Bird Treaty Act of 1918](#)



CONTRACTOR'S PAYROLL AND AMERICAN IRON AND STEEL CERTIFICATION

Clean Water and Drinking Water State Revolving Loan Fund



PUBLIC LAW: 113-76

Required for private water systems. This form will be submitted with each disbursement request.

Project Name:	_____	Project Number:	_____
Project Location:	_____		
Contractor Name:	_____		
Contractor Address:	_____	City:	_____
		State:	_____
		ZIP:	_____
Payment Application #:	_____	Payment Application End Date:	_____

I hereby certify that all of the contract requirements as specified under the Labor Standards Provision for Federal and Federally Assisted Contracts have been complied with by the above named contractor, and by each subcontractor employing laborers or mechanics at the site of the work, or there is an honest dispute with respect to the required provisions.

I hereby certify that the "American Iron and Steel" provisions of the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 ([Public Law 113-76](#)), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects as applicable, have been met, and that all iron and steel used in the project named above have been produced in the United States in a manner that complies with American Iron and Steel Requirements, and/or that applicable EPA approved waivers have been obtained to comply with American Iron and Steel requirements.

Contractor Signature:	_____	Printed Name:	_____
Title:	_____	Date:	_____

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKER'S NONDISCRIMINATION IN EMPLOYMENT

PUBLIC LAW: 41 CFR Part 60-1.4(b)-3.1

This document must be completed by the successful bidder and bound in the executed contract.

The Contractor, and his subcontractors if applicable, shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. To

_____(Union or Organization). The undersigned currently holds contract(s) with _____ (Applicant) involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, dated September 24, 1965, Executive Order 13665 dated April 8, 2014 and Executive Order 13672 dated July 21, 2014, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sexual orientation or gender identity. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF, OR TERMINATION.

Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>			
Signature:		Printed Name:	
Title:		Date:	

Copies of this notice will be posted by the above signed in conspicuous places available to employees or applicants for employment.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS (EO11246)

Executive Order 11246, as amended.

The Contractor shall comply with the equal opportunity requirements of Executive Order 11246, as amended, and as supplemented by 41 CFR Part 60, including the Equal Opportunity Clause at 41 CFR Part 60-1.4(b), and specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

A. Equal Opportunity Clause (41 CFR Part 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Federal Equal Employment Opportunity Construction Contract Specifications (41 CFR Part 60-4.3)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The Goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female

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

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligation.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO

obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to an discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and

timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

CERTIFICATION OF NONSEGREGATED FACILITIES

Public Law: 41 CFR 60 (a) §60-1.8

Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.

This document must be completed by the successful bidder and bound in the executed Contract.

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The federally assisted construction contractor certifies that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result.

The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin, because of habit, local custom, or otherwise.

The federally assisted construction contractor agrees that (except where he had obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>			
Signature:		Printed Name:	
Title:		Date:	

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Disadvantaged Business Enterprises Rule: Program Requirements

Purpose: The Environmental Protection Agency (EPA) rule titled “Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs”, at 40 CFR Part 33 (DBE Rule), sets forth an EPA program that serves the compelling government interest to increase and encourage the utilization and participation of Disadvantaged Business Enterprises (DBEs) in procurements funded by EPA assistance agreements. Because the New Hampshire State Revolving Fund (SRF) Loan Programs receive funding from EPA, the DBE rule requirements apply to all SRF funded projects.

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 (Minority Business Enterprise/Woman’s Business Enterprise (MBE/WBE) goals).
2. Good Faith Efforts.
3. Annual Reporting of MBE/WBE accomplishments (for projects that exceed \$250,000).
4. Contract Administration Requirements.
5. Bidder’s List Requirements.
6. Other Reporting.

The NHDES SRF programs must ensure that contracts and subcontracts that are funded with SRF loans comply with these federal requirements and must report to EPA on DBE accomplishments.

1. Fair Share Objectives (MBE/WBE Goals)

A fair share objective is an objective expressing the percentage of MBE or WBE utilization expected absent the effects of discrimination. It is based on the capacity and availability of qualified, certified MBEs and WBEs in the relevant geographic market for the procurement categories of construction, equipment, services, and supplies compared to the number of all qualified entities in the same market for the same procurement categories, adjusted, as appropriate, to reflect the level of MBE and WBE participation expected absent the effects of discrimination. A fair share objective is not a quota.

The current Fair Share Objectives/Goals are specified in Section A of these project documents.

2. Good Faith Efforts

The Contractor shall make the following good faith efforts whenever procuring construction, equipment, services and supplies:

- a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c. Consider in the contracting process whether firms competing for large contracts could be contracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
- f. Contractor shall maintain all records documenting Contractor’s compliance with the requirements of 40 CFR Part 33, including documentation of Contractor’s good faith efforts. Such records shall be provided to Owner upon request.

3. Annual Reporting of MBE/WBE Accomplishments

The Owner is required to report MBE/WBE utilization accomplishments to NHDES by October 15 of each year. The Contractor shall keep records of its MBE/WBE utilization, and prepare periodic reports in a timely manner as requested by the Owner to allow the Owner to complete and submit the required annual MBE/WBE reports to NHDES by the October 15 deadline. Contractor's utilization reports shall include the following for all MBE/WBE costs incurred in the reporting period (i.e., the October 1 through September 30 federal fiscal year):

- a. Name, address and telephone number of MBE/WBE
- b. Business enterprise status (MBE or WBE)
- c. Dollar value of cost(s) (Amount(s) paid to MBE/WBE in reporting period)
- d. Date(s) of cost(s) (Date(s) of payment(s) to MBE/WBE, mm/dd/yyyy)
- e. Type of product or services (Construction/Supplies/Services/Equipment)

Note that only costs incurred with certified MBE/WBE's are counted as MBE/WBE accomplishments.

NOTE TO ENGINEER: This annual reporting requirement may not apply if the total funding budgeted for the project does not exceed \$250,000. Contact NHDES for guidance if you think this reporting requirement may not apply to your project.

4. Contract Administration Requirements

The Contractor shall:

- a. Pay all subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the loan recipient.
- b. Notify Owner in writing prior to the termination of any DBE subcontractor for Contractor's convenience.
- c. Employ the good faith efforts when soliciting a replacement subcontractor if a DBE subcontractor fails to complete work under the subcontract for any reason.
- d. Employ the good faith efforts even if the prime contractor has achieved its fair share objective.
- e. Comply with the following term and condition, as required by 40 CFR, Section 33.106:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. (Appendix A to 40 CFR Part 33—Term and Condition).

5. Bidder's List Requirements

The Owner is required to maintain a bidder's list in accordance with 40 CFR Section 33.501, and the Contractor shall provide bidders list information to the Owner for Owner's use in complying with this requirement. The Contractor shall maintain a Bidder's List, which must include all firms that bid or quote on subcontracts under this Contract, including both MBE/WBEs and non-MBE/WBEs.

The Bidder's List shall include the following information for all subcontractors who submit bids or quotes for subcontract work:

- a. Entity's name with point of contact;
- b. Entity's mailing address, telephone number, and e-mail address;
- c. The procurement on which the entity bid or quoted, and when; and
- d. Entity's status as an MBE/WBE or non-MBE/WBE.

6. Other Reporting

- a. DBE Subcontractor Performance and Utilization Forms.

The Bidder shall submit with its bid completed [DBE Subcontractor Performance Forms NHDES W-09-58](#), and [DBE Subcontractor Utilization Form NHDES W-09-59](#). The Owner is required to submit these forms to NHDES when requesting authorization to award the construction contract.

- b. DBE Subcontractor Participation form

The contractor shall provide a copy of the [DBE Subcontractor Participation Form NHDES-W-09-57](#) to each of its DBE subcontractors.

c. Bidder's List Reporting

The Contractor shall provide the updated [Bidder's List NHDES-W-09-061](#) to the Owner periodically upon Owner's request, and at project substantial completion.



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM SUBCONTRACTOR PARTICIPATING FORM

Clean Water and Drinking Water State Revolving Loan Fund



FEDERAL RULE: 40 CFR Part 33

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE subcontractor¹ the opportunity to describe work received and/or report any concerns regarding the EPA-funded project. (e.g., in areas such as termination by prime contractor, late payments, etc.) The DBE subcontractor can as an option, complete and submit this form to other EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name:		Project Name:	
Bid/Proposal #:		Point of Contact:	
Assistance Agreement ID: (if known):			
Address:		City/Town:	
State:		ZIP:	
Telephone No:		Email:	
Prime Contractor Name:		Issuing Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature:		Printed Name:	
Title:		Date:	

¹ Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM SUBCONTRACTOR PERFORMANCE FORM

Clean Water and Drinking Water State Revolving Loan Fund



FEDERAL RULE: 40 CFR Part 33

This form is intended to capture the DBE subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package. You will find NHDES bid information in [Section A](#) of the front-end documents.

Subcontractor Name:		Project Name:	
Bid/Proposal #:		Point of Contact:	
Assistance Agreement ID: (if known):			
Address:	City/Town:	State:	ZIP:
Telephone No:	Email:		
Prime Contractor Name:		Issuing Funding Entity:	

Contract Item Number:	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies:	Price of work submitted to the Prime Contractor:

DBE Certified by: DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other <input type="checkbox"/>		Meets/exceeds EPA Certification Standards? Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>	
Please use the space below to report any concerns regarding the above EPA-funded project:			
Prime Contractor Signature:		Printed Name:	
Title:		Date:	
Subcontractor Signature:		Printed Name:	
Title:		Date:	

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM SUBCONTRACTOR UTILIZATION FORM

Clean Water and Drinking Water State Revolving Loan Fund



FEDERAL RULE: 40 CFR Part 33

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE subcontractors and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposed package. Prime contractors should also maintain a copy of this form on file. You will find NHDES bid information in [Section A](#) of the front-end documents.

THIS DOCUMENT MUST BE COMPLETED BY THE SUCCESSFUL BIDDER AND BOUND IN THE EXECUTED CONTRACT

Prime Contractor Name:		Project Name:	
Bid/Proposal #:		Point of Contact:	
Assistance Agreement ID: (if known):			
Address:	City/Town:	State:	ZIP:
Telephone No:		Email:	
Prime Contractor Name:		Issuing Funding Entity:	
I have identified potential DBE certified subcontractors: Yes <input type="checkbox"/> No <input type="checkbox"/>			
If yes, please complete the table below.			
If no, please explain:			

Subcontractor Name Company Name	Company Contact Information Street Number and Name, City/Town, State, ZIP Phone and Email	Estimated Dollar Amount	Currently DBE Certified?
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to use the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Prime Contractor Signature:	Printed Name:
Title:	Date:



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BIDDER'S LIST

Clean Water and Drinking Water State Revolving Loan Fund



PUBLIC LAW: 40 CFR § 33.501

The Contractor shall maintain and submit to the owner a bidder's list, which the owner will use for compliance with the recordkeeping requirements of 40 CFR § 33.501. The list must include information regarding all entities that bid or quote on subcontracts under this contract, including both MBEs/WBEs and non-MBEs/WBEs. Projects funded by loan(s) of \$250,000 or less may be exempt from the requirement to maintain a bidder's list [reference 40 CFR § 33.501(c)].

Company Name:		Contact Name:		Entity Status MBEs/WBEs: Yes <input type="checkbox"/> No <input type="checkbox"/>
Phone:		Street Address:	City:	State:
Contract Item #:		Description:		Bid/Quote Date:
Contract Item #:		Description:		Bid/Quote Date:
Company Name:		Contact Name:		Entity Status MBEs/WBEs: Yes <input type="checkbox"/> No <input type="checkbox"/>
Phone:		Street Address:	City:	State:
Contract Item #:		Description:		Bid/Quote Date:
Contract Item #:		Description:		Bid/Quote Date:
Company Name:		Contact Name:		Entity Status MBEs/WBEs: Yes <input type="checkbox"/> No <input type="checkbox"/>
Phone:		Street Address:	City:	State:
Contract Item #:		Description:		Bid/Quote Date:
Contract Item #:		Description:		Bid/Quote Date:
Company Name:		Contact Name:		Entity Status MBEs/WBEs: Yes <input type="checkbox"/> No <input type="checkbox"/>
Phone:		Street Address:	City:	State:
Contract Item #:		Description:		Bid/Quote Date:
Contract Item #:		Description:		Bid/Quote Date:
Company Name:		Contact Name:		Entity Status MBEs/WBEs: Yes <input type="checkbox"/> No <input type="checkbox"/>
Phone:		Street Address:	City:	State:
Contract Item #:		Description:		Bid/Quote Date:
Contract Item #:		Description:		Bid/Quote Date:

American Iron and Steel

The Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 ([Public Law 113-76](#)), and subsequent laws that continue the American Iron and Steel requirements of Public Law 113-76 include “American Iron and Steel (AIS)” requirements for the Clean Water and Drinking Water State Revolving Fund (SRF) programs. Under these laws, all Clean Water and Drinking Water SRF funded construction, alteration, maintenance, or repair of public water systems or treatment works projects must use iron and steel products that are produced in the United States. The Contractor shall comply with these AIS requirements.

1. EPA AIS Guidance

[EPA’s State Revolving Fund American Iron and Steel Requirement](#) website includes detailed information on American Iron and Steel requirements and waivers.

The paragraphs in *italics* below are excerpts from the EPA AIS guidance available at the EPA website. Words in plain text are clarifications added by NHDES.

~~(a) Iron and Steel Products³~~

An iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the project:

- ~~Lined or unlined pipes and fittings.~~
- ~~Manhole covers.~~
- ~~Municipal castings (defined in more detail below).~~
- ~~Hydrants.~~
- ~~Tanks.~~
- ~~Flanges.~~
- ~~Pipe clamps and restraints.~~
- ~~Valves.~~
- ~~Structural steel (defined in more detail below).~~
- ~~Reinforced precast concrete and.~~
- ~~Construction materials (defined in more detail below).~~

~~(b) Permanently Incorporated into the Project⁴~~

Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

~~(c) Primarily Iron or Steel⁵~~

Primarily iron or steel places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.⁶

~~(d) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?⁷~~

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

~~(e) Steel⁸~~

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion

³ EPA guidance dated March 20, 2014, Question 11.

⁴ EPA guidance dated March 20, 2014, Question 18.

⁵ EPA guidance dated March 20, 2014, Question 12.

⁶ See example at EPA guidance March 20, 2014, Question 13.

⁷ EPA guidance dated March 20, 2014, Question 14.

⁸ EPA guidance dated March 20, 2014, Question 15.

resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

(f) Production in the United States⁹

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes¹⁰, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.*

****External Coatings Applied Outside of the United States¹¹***

Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States.

The exemption above only applies to coatings on the external surface of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

(g) Municipal Castings¹²

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel.

Examples of municipal castings are:

- *Access hatches;*
- *Ballast screen;*
- *Benches (iron or steel);*
- *Bollards;*
- *Cast bases;*
- *Cast iron hinged hatches, square and rectangular;*
- *Cast iron riser rings;*
- *Catch basin inlet;*
- *Cleanout/monument boxes;*
- *Construction covers and frames;*
- *Curb and corner guards;*
- *Curb openings;*
- *Detectable warning plates;*
- *Downspout shoes (boot, inlet);*
- *Drainage grates, frames and curb inlets;*
- *Junction boxes;*
- *Lampposts;*
- *Manhole covers, rings and frames, risers;*
- *Meter and Service boxes;*
- *Steel hinged hatches, square and rectangular;*
- *Steel riser rings;*
- *Trash receptacles;*
- *Tree grates and guards;*
- *Trench grates; and*
- *Valve boxes, covers and risers.*

(h) Structural Steel¹³

⁹ EPA guidance dated March 20, 2014, Question 16.

¹⁰ **Assembly and all other steps in the manufacturing process** must take place in the US, except metallurgical processes involving refinement of steel additives in accordance with the EPA guidance dated March 20, 2014, Question 23]. There is also an additional exception for application of exterior coating.

¹¹ EPA guidance dated March 16, 2015, Q/A No. 6.

¹² EPA guidance dated March 20, 2014, Question 19.

¹³ EPA guidance dated March 20, 2014, Question 20.

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

(i) Construction Materials¹⁴

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

[As noted above, ductwork is considered a “construction material” and must comply with the AIS requirements. Steel dampers, grilles and registers that are a permanently incorporated part of the ductwork are also subject to the AIS requirements.]

(j) Construction Materials (Additional Guidance¹⁵)

The AIS requirements include a list of specifically covered products, one of which is construction materials, a broad category of potential products. For construction materials, EPA’s AIS guidance includes a set of example items that it considers construction materials composed primarily of iron and steel and covered by the Act. This example list in the guidance is not an all-inclusive list of potential construction materials. However, the guidance also includes a list of items that EPA specifically does not consider construction materials, generally those of electrical or complex-mechanical nature. If a product is similar to the ones in the non-construction material list (and it is also not specifically listed by the Act), it is not a construction material. For all other items specifically included in the Act, coverage is generally self-evident.

(k) Items that are not Construction Materials¹⁶

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates (i.e., common sluice and slide gates), motorized screens (such as traveling screens), blowers/aeration equipment**, compressors, meters***), sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.*

** If products come from one manufacturer and are shipped together as a system, then this is generally considered a “packaged system” and those items used to connect the system are appurtenances. However, if*

¹⁴ EPA guidance dated March 20, 2014, Question 21.

¹⁵ EPA guidance dated September 10, 2014, Q/A No. 10.

¹⁶ EPA guidance dated March 20, 2014, Question 22.

the borrower or contractor must purchase items to connect the system (valves, piping, etc.) separately from another manufacturer, then these items would need to be domestic, or otherwise obtain a waiver.¹⁷

*****Aerators, similar to pumps, are mechanical equipment that do not need to meet the AIS requirements. "Blowers/aeration equipment, compressors" are listed in EPA's guidance as non-construction materials.¹⁸***

******"Meters" includes any type of meter, including: flow meters, wholesale meters, and water meters/service connections.¹⁹***

(l) Assembled Products²⁰

AIS requirements only apply to the final product as delivered to the work site and incorporated into the project. Assemblies, such as a pumping assembly or a reverse osmosis package plant, are distinct products not listed and do not need to be made in the U.S. or composed of all U.S. parts. If a listed iron and steel product is used as a part for an assembled product that is nondomestic, the components, even if specifically listed in the Act, do not have to be domestically produced.

(m) Sluice and Slide Gates are not Valves, and are not Subject to AIS²¹

Valves are products that are generally encased / enclosed with a body, bonnet, and stem. Examples include enclosed butterfly, ball, globe, piston, check, wedge, and gate valves. Furthermore, "gates" (meaning sluice, slide or weir gates) are listed in EPA's guidance as non-construction materials.

(n) Gate Valves are Subject to AIS²²

Valves are specifically listed in the Consolidated Appropriations Act of 2014 as an "iron and steel product" and therefore, absent a waiver, must be produced in the U.S. to be in compliance with the requirement if they are "primarily" iron and steel. Gates as referenced in the EPA March 20, 2014 guidance refer only to common sluice and slide gates, and not to gate valves.

(o) Reinforced Precast Concrete²³

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

(p) Pre-stressed Concrete Cylinder Pipe²⁴

Pre-stressed concrete cylinder pipe (PCCP) or other similar concrete cylinder pipes would be comparable to pre-cast concrete which is specifically listed in the Consolidated Appropriations Act of 2014 as a product subject to the AIS requirement.

(q) Valves and Actuators²⁵

Valves and actuators, while often purchased and shipped together, are two unique products that are manufactured separately and typically attached together during the final step of the process. Valves are included in the definition of "iron and steel products" in the AIS requirement. Actuators, whether manual, electric, hydraulic or pneumatic, are not listed as an "iron and steel product" under the AIS requirement of

¹⁷ EPA AIS Refresher Webinar, December 15, 2016.

¹⁸ EPA guidance dated September 10, 2014, Q/A No. 19 on aerators.

¹⁹ EPA guidance dated September 10, 2014, Q/A No. 14 on meters.

²⁰ EPA guidance dated September 10, 2014, Q/A No. 11, AIS Refresher Webinar, December 15, 2016.

²¹ EPA guidance dated September 10, 2014, Q/A No. 20.

²² EPA guidance dated May, 30, 2014, Q/A No. 4.

²³ EPA guidance dated March 20, 2014, Question 24.

²⁴ EPA guidance dated September 10, 2014, Q/A No. 2.

²⁵ EPA Q/A guidance dated May 30, 2014, Q/A No. 2.

the Consolidated Appropriations Act of 2014, nor are they considered construction materials. Therefore, they do not need to be domestically produced in the U.S. in order to comply with the requirement.

~~(r) Electric Powered Motor Operated Valves²⁶~~

Electric powered motor operated valves are not excluded based on the valve being motorized equipment. The actuator, a motor that controls the valve, is considered a separate product, which is not listed as an “iron and steel product” under the AIS requirement of the Consolidated Appropriations Act of 2014, nor is it considered a construction material. Therefore, the actuator does not need to be domestically produced in the U.S. in order to comply with the requirement. See Q2 for further clarification.

~~(s) Tanks Used on Filtration Systems²⁷~~

Tanks that are specifically designed to be filters, or as parts of a filtration system, do not have to be domestically produced because these parts are no longer simply tanks, even if the filter media has not been installed and will be installed at the project site, as is customary to do for shipping purposes. These parts have only one purpose which is to be housing for filters and cannot be used in another fashion.

~~(t) Flanged Pipe²⁸~~

While the Consolidated Appropriations Act of 2014 does not specifically mention flanged pipe, since it does mention both pipe and flanges, both products would need to be domestically produced. Therefore, flanged pipe would also need to be domestically produced.

~~(u) Couplings, Expansion Joints, and other Similar Pipe Connectors²⁹~~

These products would be considered specialty fittings, due to their additional functionality, but still categorized under the larger “fitting” categorization. Fittings are defined as a material that joins pipes together or connects to a pipe (AWWA, The Drinking Water Dictionary, 2000). Therefore, these products must comply with the AIS requirements and be produced domestically.

~~(v) Saddles and tapping Sleeves³⁰~~

These products are necessary for pipe repair, to tap a water main, or to install a service or house connection. Therefore, they are included under the larger “pipe restraint” category which is a specifically identified product subject to the domestic preference in the Consolidated Appropriations Act of 2014.

~~(w) Reused Items (i.e., existing pipe fittings, used storage tanks, reusing existing valves)³¹~~

The AIS guidance does not address reuse of items. Reuse of items that would otherwise be covered by AIS is acceptable provided that the item(s) was originally purchased prior to January 17, 2014, the reused item(s) is not substantially altered from original form/function, and any restoration work that may be required does not include the replacement or addition of foreign iron or steel replacement parts. EPA recommends keeping a log of these reused items by including them on the assistance recipient’s de minimis list, and stating therein that these items are reused products. The donation of new items (such as a manufacturer waiving cost for certain delivered items because of concerns regarding the origin of a new product) is not, however, considered reuse.

2. Certification

The Contractor, through its subcontractors, suppliers and manufacturers shall provide to the Owner written certification that all AIS materials provided for the project comply with the AIS requirements of the SRF programs.

Manufacturer certification letters must include the following:

- Manufacturer name;

²⁶ EPA guidance dated May 30, 2014, Q/A No. 3

²⁷ EPA guidance dated September 10, 2014, Q/A No. 4

²⁸ EPA guidance dated September 10, 2014, Q/A No. 5

²⁹ EPA guidance dated September 10, 2014, Q/A No. 6

³⁰ EPA guidance dated September 10, 2014, Q/A No. 7

³¹ EPA guidance dated September 10, 2014, Q/A No. 8

- SRF construction project name and location;
- A list of specific product(s) delivered to the project site;
- A statement that the product is in compliance with the American Iron and Steel requirement as mandated in EPA's SRF programs;
- The location of the foundry/mill/factory where the product was manufactured (City and State); and
- A signature by a manufacturer's responsible party.

EPA AIS guidance dated March 20, 2014 contains additional guidance on manufacturer certifications. [A sample certification letter is included in this guidance.](#)

3. Installation

All iron and steel products, as defined herein, shall be produced in the United States in accordance with the American Iron and Steel requirements of the Clean Water and Drinking Water State Revolving Fund programs. If a potentially non-compliant product is installed in the permanent work, the Contractor will be required to remove the non-domestic item from the project.

4. De Minimis Waiver

EPA's April 15, 2014 [Nationwide Waiver](#) for De Minimis incidental AIS components is part of this guidance, and is available for use on this project. Contractors who wish to use this waiver must consult with the Owner when determining the items to be covered by this waiver, and shall retain and provide to the Owner relevant documentation (i.e., invoices) for those items for the Owner's project files. The Contractor shall summarize in reports to the Owner: the types and/or categories of items to which this waiver is applied; the total cost of incidental components covered by the waiver for each type or category (including copies of invoices); and the calculations by which Contractor determined the total cost of materials used in and incorporated into the project. **The Contractor shall include a complete and up-to-date [De Minimis Report](#) in each application for payment.** The Contractor shall also provide the report to the Owner upon request.

(a) Fasteners under the De Minimis Waiver³²

There is no broad exemption for fasteners from the American Iron and Steel (AIS) requirements. Significant fasteners used in SRF projects are not subject to the de minimis waiver for projects and must comply with the AIS requirements. Significant fasteners include fasteners produced to industry standards (e.g., ASTM standards) and/or project specifications, special ordered or those of high value. When bulk purchase of unknown-origin fasteners that are of incidental use and small value are used on a project, they may fall under the national de minimis waiver for projects. The list of potential items could be varied, such as big-box/hardware-store-variety screws, nails, and staples. The key characteristics of the items that may qualify for the de minimis waiver would be items that are incidental to the project purpose (such as drywall screws) and not significant in value or purpose (such as common nails or brads). You can find further information on the [EPA Website](#).

³² EPA guidance dated September 10, 2014, Q/A No. 1

American Iron and Steel Manufacturer Example Certification

Date _____

Manufacturer Name _____

Manufacturer Street Address _____

City, State ZIP _____

RE: Project Name, Project Location _____

I, _____ (Authorized Manufacturer Representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Product and/or Materials	_____
Item, Product and/or Materials	_____
Item, Product and/or Materials	_____
Item, Product and/or Materials	_____
Item, Product and/or Materials	_____

Manufacturing of the above items, products and/or materials took place at the following location(s):

Additionally, if any of the above compliance statements change while providing material to this project

_____ (Manufacturer) will immediately notify _____
(Contractor) and the _____ (Owner).

(Manufacturer's Signature)

Note: The signature must be by manufacturer's authorized responsible party, not the material distributor or supplier.

The Manufacturer Certification Letter must contain the following 6 items:

1. Manufacturer name;
2. SRF construction project name and location;
3. A list of specific product(s) delivered to the project site;
4. A statement that the product is in compliance with the American Iron and Steel requirement as mandated in EPA's SRF programs;
5. The location of the foundry/mill/factory where the product was manufactured (City and State); and
6. A signature by a manufacturer's responsible party.

American Iron and Steel Required Subcontract and Purchase Agreement Language

The Contractor shall include in all contracts and purchase agreements for this project the following American Iron and Steel contract language:

~~"_____ (Subcontractor/Supplier) acknowledges to and for the benefit of the _____ (Owner) and the State of New Hampshire (State) that it understands the goods and service under this contract or purchase agreement (Agreement) are being funded with monies that are subject to statutory requirements commonly known as "American Iron and Steel" (the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 ([Public Law 113-76](#)), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects); that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided under this contract or Agreement. The Subcontractor/Supplier hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Subcontractor/Supplier has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Subcontractor/Supplier will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State."~~



BIDDER'S AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

Clean Water and Drinking Water State Revolving Loan Fund



~~Public Law 113-76~~

Instructions: This acknowledgement form must be completed and signed by the bidder's authorized representative and conveyed to owner with bid submittal. You will find NHDES bid information in [Section A](#) of the front end documents.

Project Name	City/ Town/ Entity
Bidder Name	Bidder Address

With submittal of this Bid, the Bidder acknowledges to and for the benefit of the Owner and the State of New Hampshire (State) that it understands that this project is subject to the "American Iron and Steel (AIS)" requirements of the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 ([Public Law 113-76](#)), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects, and these laws require that all of the iron and steel used in the project be produced in the United States ("American Iron and Steel Requirement") including all iron and steel goods provided by the Bidder pursuant to this Bid.

The Bidder hereby presents and warrants to and for the benefit of the Owner and State that (a) the Bidder has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Bidder will provide any further verified information, certification or assurance of compliance with this Acknowledgement, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State.

Notwithstanding any other provision of the Contract Documents, any failure to comply with this Acknowledgement by the Bidder shall permit the Owner or State to recover as damages against the Bidder any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner).

~~Additionally, The Bidder hereby acknowledges that Bidder must include in all contracts and purchase agreements for this project the following American Iron and Steel contract language:~~

~~"(Subcontractor/Supplier) acknowledges to and for the benefit of the (Owner) and the State of New Hampshire (State) that it understands the goods and service under this contract or purchase agreement (Agreement) are being funded with monies that are subject to statutory requirements commonly known as "American Iron and Steel" (the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 ([Public Law 113-76](#)), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects); that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided under this contract or Agreement. The Subcontractor/Supplier hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Subcontractor/Supplier has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Subcontractor/Supplier will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State.~~

Signature of certifying bidder's representative	Printed Name:
Title:	Date:



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the “American Iron and Steel (AIS)” requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel” (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, “[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency...finds that— (1) applying subsection (a) would be inconsistent with the public interest” 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

AIS EPA De Minimis Waiver

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

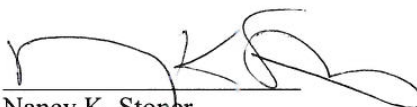
- What percentage of total project costs were consumables or incidental costs?
- What percentage of materials costs were consumables or incidental costs?
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: APR 15 2014

Approved by: 
Nancy K. Stoner
Acting Assistant Administrator



AMERICAN IRON AND STEEL

De Minimis Tracking Report

Clean Water and Drinking Water State Revolving Loan Fund



~~Public Law 113-76 Consolidated Appropriations Act, De Minimis Waiver Section 436~~

Submit this form with each application for payment.

Contractors who wish to use the AIS De Minimis waiver must consult with the owner when determining the items to be covered by this waiver, and shall retain and provide to the owner relevant documentation (i.e., invoices) for those items. The contractor shall summarize in reports to the owner the types and/or categories of items to which this waiver is applied; the total cost of incidental components covered by the waiver for each type or category (including copies of invoices); and the calculations by which contractor determined the total cost of materials used in and incorporated into the project. ~~The contractor shall include a complete and up to date De Minimis Tracking Report in each application for payment.~~ The contractor shall also provide the report to the owner upon request.

Owner:		Project Name:				
Contractor:		CWSRF/DWSRF Project#:				
Has the contractor purchased or used AIS materials that will be covered under this waiver?						
Yes <input type="checkbox"/> List the materials purchased or used in the AIS De Minimis Tracking Table below.						
No <input type="checkbox"/> Please simply sign below.						
Total costs of materials incorporated into the project:						
De Minimis 5% limit:				De Minimis 1% limit:		
Is this the final report? In order to be considered a final report, all materials have been delivered for the project.						
Yes <input type="checkbox"/>						
No <input type="checkbox"/>						
Component Description	Date Added	Country of Origin	Quantity	Cost Per Unit	Component Total Cost	How is Cost Documented? ³³
Total Cost of De Minimis Components						

Contractor Signature:		Printed Name:	
Title:		Date:	

NOTE: The De Minimis waiver is only applicable to the cost of materials incorporated into the project. Do not include other project costs (labor, installation costs, etc.) in the "Total Cost of Materials." The cost of a material must include delivery to the site and any applicable tax. Contractor must provide sufficient documentation to support all costs included in this calculation.

³³ Documentation must demonstrate confirmation of the components' actual costs (invoice etc.).



AMERICAN IRON AND STEEL

Project Certification

Clean Water and Drinking Water State Revolving Loan Fund



~~Public Law 113-76 Consolidated Appropriations Act; De Minimis Waiver Section 436~~

This certification must be completed and signed by the authorized representative of the contractor, acknowledged by the authorized representative of the owner, and submitted to the New Hampshire Department of Environmental Services ~~upon substantial completion~~ of the project.

Project Name:	_____	Town/ City/ Entity:	_____				
Contractor name:	_____	CWSRF/DWSRF Project #:	_____				
Contractor Address:	_____	City:	_____	State:	_____	ZIP:	_____

I hereby certify on behalf of the above-named contractor. (Please check **one** of the following **and** provide documentation as necessary.)

☐ That the "American Iron and Steel" provisions of the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 ([Public Law 113-76](#)), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects (American Iron and Steel Requirement, AIS) **have been met** and that all iron and steel used in the project named above have been produced in the United States in a manner that complies with the American Iron And Steel Requirement.

OR

☐ That the "American Iron and Steel" provisions of the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 ([Public Law 113-76](#)), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects (American Iron and Steel Requirement, AIS) **were unable to be met**. Not all of the iron and steel used in the project named above have been produced in the United States.

Items that do not meet AIS requirements are as follows:

Attach all documentation including EPA-approved waivers for all iron and steel that do not meet the AIS Requirement.

Signature of Certifying Contractor Representative:	_____	Printed Name:	_____
Title:	_____	Date:	_____
Acknowledged by Authorized Owner Representative:	_____	Printed Name:	_____
Title:	_____	Date:	_____

New Hampshire Department of Environmental Services Federal Labor Standards Provisions

29 CFR 5.5

(a) **Required contract clauses.** The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation ([48 CFR chapter 1](#))) by reference, in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by [§ 5.1](#), the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) **Minimum wages —**

(i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in [paragraphs \(d\) and \(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) **Frequently recurring classifications.**

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

- (B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

- (A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (4) The classification is used in the area by the construction industry; and
 - (5) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding —**

- (i) **Withholding requirements.** The Funding Recipient or New Hampshire Department of Environmental Services may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued

payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(iv) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its re-procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

(3) **Records and certified payrolls —**

(iii) **Basic record requirements —**

- (A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

- (A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the Funding Recipient or the New Hampshire Department of Environmental Services if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the New Hampshire Department of Environmental Services. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the [Wage and Hour Division website](#) or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- (C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
- (1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under [paragraph \(a\)\(3\)\(i\)](#) of this section, and such information and records are correct and complete;
 - (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.
- (E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).
- (G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

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

(iv) **Required disclosures and access —**

- (A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\) through \(iii\)](#) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the New Hampshire Department of Environmental Services or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the New Hampshire Department of Environmental Services if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the New Hampshire Department of Environmental Services, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices and equal employment opportunity —**

(iii) **Apprentices —**

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

- (B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [paragraph \(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [paragraph \(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- (ii) **Equal employment opportunity.** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of [Executive Order 11246](#), as amended, and [29 CFR part 30](#).
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.
- (6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\)](#) through [\(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the New Hampshire Department of Environmental Services may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- (7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).
- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of eligibility.**
 - (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).
 - (iv) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

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

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\) through \(5\)](#) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by [paragraph \(a\)](#) of this section or [29 CFR 4.6](#). As used in this [paragraph \(b\)](#), the terms “laborers and mechanics” include watchpersons and guards.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [paragraph \(b\)\(1\)](#).
- (3) **Withholding for unpaid wages and liquidated damages —**
 - (i) **Withholding process.** The funding recipient may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- (4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\) through \(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in [paragraphs \(b\)\(1\) through \(5\)](#). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and

monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- (c) **CWHSSA required records clause.** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the primary Contractor must insert in any subcontract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the New Hampshire Department of Environmental Services and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

[Insert Davis-Bacon Wage Decisions here]

"General Decision Number: NH20250025 03/14/2025

Superseded General Decision Number: NH20240025

State: New Hampshire

Construction Type: Heavy

County: Rockingham County in New Hampshire.

HEAVY CONSTRUCTION PROJECTS

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">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

Modification Number Publication Date

0	01/03/2025
1	03/14/2025

* ELEC0490-008 01/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 36.12	22.92

IRON0007-039 09/16/2024

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

PLUM0131-005 06/01/2024

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

* SUNH2015-011 06/16/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 28.17	8.09
CEMENT MASON/CONCRETE FINISHER...	\$ 25.49	18.11
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 23.70	1.54
LABORER: Common or General.....	\$ 18.61	4.49
LABORER: Pipelayer.....	\$ 30.35	17.03
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 28.51	10.16
OPERATOR: Bulldozer.....	\$ 21.70	4.09
OPERATOR: Crane.....	\$ 29.91	6.60
OPERATOR: Drill.....	\$ 28.78	15.26
OPERATOR: Loader.....	\$ 30.49	19.06
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 27.10	5.69
OPERATOR: Roller.....	\$ 23.02	4.52
PAINTER (Brush and Roller).....	\$ 33.55	19.15
TRAFFIC CONTROL: Flagger.....	\$ 17.24 **	1.54
TRUCK DRIVER: Dump Truck.....	\$ 19.02	5.73

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)).

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.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

Superseded General Decision Number: NH20240040

State: New Hampshire

Construction Type: Highway

County: Rockingham County in New Hampshire.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">◆ Executive Order 14026 generally applies to the contract.◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">◆ Executive Order 13658 generally applies to the contract.◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

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	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.02	2.82
CARPENTER, Excludes Form Work....	\$ 26.09	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 22.44	0.00
ELECTRICIAN.....	\$ 28.08	2.78
FENCE ERECTOR (Chain Link Fence).....	\$ 19.59	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 21.63	0.00
INSTALLER - GUARDRAIL.....	\$ 31.12	9.72
IRONWORKER, REINFORCING.....	\$ 22.71	8.19
IRONWORKER, STRUCTURAL.....	\$ 34.45	17.20
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 18.30	2.75
LABORER: Common or General.....	\$ 19.15	2.60
LABORER: Landscape.....	\$ 18.06	0.00
LABORER: Pipelayer.....	\$ 19.66	5.28
OPERATOR: Auger.....	\$ 26.07	3.42
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 26.98	6.50
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.54	7.11
OPERATOR: Broom/Sweeper.....	\$ 25.73	0.00
OPERATOR: Bucket.....	\$ 30.00	0.00
OPERATOR: Bulldozer.....	\$ 25.99	6.75
OPERATOR: Crane.....	\$ 29.56	3.29
OPERATOR: Grader/Blade.....	\$ 27.77	6.79
OPERATOR: Loader.....	\$ 25.69	6.28
OPERATOR: Mechanic.....	\$ 24.53	8.36
OPERATOR: Milling Machine.....	\$ 28.55	6.88
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 25.32	6.23
OPERATOR: Pounder.....	\$ 36.82	10.41

OPERATOR: Roller.....	\$ 23.35	5.98
PAINTER: Spray.....	\$ 27.29	6.95
TRAFFIC CONTROL: Flagger.....	\$ 13.17 **	1.37
TRUCK DRIVER: Dump Truck.....	\$ 19.47	3.22
TRUCK DRIVER: Lowboy Truck.....	\$ 22.76	5.07

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

The request should be accompanied by a full statement of the interested party's position and any information (wage payment

data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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END OF GENERAL DECISION"

NHDES Front End Documents
Section D: Supplemental
Infrastructure, Investment and Jobs Act
Section 70914(a)
Build America, Buy America (BABA) Act
Rules Regulations and Forms

Section D Supplemental: Infrastructure Investment and Jobs Act Section 70914(a) Build America Buy America (BABA) Rules Regulations and Forms

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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](#)

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Pertinent Federal Acts and Provisions

The Contractor shall comply with the Build America, Buy America (BABA) requirements of the Bipartisan Infrastructure Law (BIL) also known as the Infrastructure Investment and Jobs Act (IIJA - Public Law 117-58), and subsequent laws that continue the requirement for the use of domestic iron, steel, manufactured products and construction materials in construction projects funded by Federal financial infrastructure investments obligated on or after May 14, 2022.

Links for more Information

- [Supplemental to OMB M-22-11 guidance](#) (Published by Office of Management and Budget on April 18, 2022)
- [Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#) (Published by United States Environmental Protection Agency on November 3, 2022)
- [Final Pre-publication Guidance](#) for 2 CFR Subtitle A, Section 184.1 – 184.8 (Published by Office of Federal Financial Management, Office of Management and Budget)
- [United States Environmental Protection Agency Build America, Buy America \(BABA\) Website](#)
- [BABA Approved National Waivers](#)

Build America, Buy America (BABA) Act

Section 70914 of the Infrastructure Investment and Jobs Act (IIJA) ([Public Law 117-58](#)), and subsequent laws that continue the Build America, Buy America (BABA) requirements of Public Law 117-58 include “Build America, Buy America” requirements for construction projects funded by a Federal financial assistance program for infrastructure, including the Clean Water and Drinking Water State Revolving Fund (SRF) programs. Under these laws, all Clean Water and Drinking Water SRF funded infrastructure projects must use iron, steel, manufactured products and construction materials that are produced in the United States. The Contractor shall comply with these BABA requirements.

Office of Management and Budget (OMB) and Environmental Protection Agency (EPA) BABA Guidance
[EPA’s Build America, Buy America Requirement](#) website includes detailed information on Build America, Buy America requirements and waivers.

The paragraphs in *italics* below are excerpts from the OMB and EPA BABA guidance available at the EPA website. Words in plain text are clarifications added by NHDES.

Application of a Buy America Preference

By May 14, 2022, agencies must ensure that all applicable programs comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project (1). Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements must be produced in the United States (2).

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project (1). For many of EPA’s Office of Water infrastructure investment programs, the vast majority of products permanently incorporated into construction, maintenance, or repair projects must comply with the BABA requirements, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute (2). The classification of an article, material, or supply as falling into one of the categories listed in the following paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project (3).

The Act requires the following Buy America preference:

Iron and Steel

*All iron and steel used in the project **must be** produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States (1). Primarily iron or steel places constraints on the products listed in the AIS guidance in Section D. For one of the listed products to be considered subject to the BABA Iron and Steel requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.*

Manufactured Products

All manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation (1).

- a. **Determining the cost of components for manufactured products** – *In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the*

following instructions:

- 1) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- 2) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a) of this section, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product (3).

Q5.7: Who is responsible for documenting the 55 percent content requirement for manufactured products under BABA? What if the final manufacturer cannot trace or verify domestic origin for all components?

A5.7: The manufacturer who signs a certification letter is responsible for documenting compliance with any of the three categories of products (iron and steel, manufactured products, or construction materials). For manufactured products, BABA requires that greater than 55 percent of the total cost of all components of the manufactured product be from domestic sources. EPA recommends that the certification letter for manufactured products document whether the item passes the content test in the final product along with a statement attesting to compliance with the BABA requirements for manufactured products (2).

Construction Materials

All construction materials used in the project must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States (1).

The IJIA finds that “construction materials” includes an article, material, or supply— other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives— that is or consists primarily of following (with the standard for the material to be considered “produced in the United States”:

- a) **Non-ferrous metals:** All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- b) **Plastic and polymer-based products:** All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- c) **Glass:** All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- d) **Fiber optic cable (including drop cable):** All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- e) **Optical fiber:** All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- f) **Lumber:** All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
- g) **Drywall:** All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- h) **Engineered wood:** All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States (3).

Note: To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that

include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials (1).

BABA Waivers

General Applicability Waivers

De Minimis Waiver

EPA's October 21, 2022 Decision Memorandum established a Public Interest Waiver for De Minimis BABA components, further referred to as De Minimis General Applicability Waiver of Section 70914(a) of Public Law 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards and Procurements. The De Minimis Waiver is made part of this guidance and is available for use on this project. Contractors who wish to use this waiver must consult with the Owner when determining the items to be covered by this waiver, and shall retain and provide to the Owner relevant documentation (i.e., invoices) for those items for the Owner's project files. The Contractor shall summarize in reports to the Owner: the types and/or categories of items to which this waiver is applied; the total cost of the components covered by the waiver for each type or category (including copies of invoices). **The Contractor shall include a complete and up-to-date De Minimis Report in each application for payment.** The Contractor shall also provide the report to the Owner upon request.

De Minimis Waiver Decision - Section 70914(b)(1) of the Infrastructure Investment and Jobs Act authorizes the Administrator to waive the requirements of Build America, Buy America if implementation would be inconsistent with the public interest. Due to the critical need to reduce the administrative burden for recipients and agencies and to ensure recipients can effectively carry out the EPA funded activity in a timely manner, it is in the public interest to waive Build America, Buy America requirements for products used in and incorporated into a project that cumulatively comprise no more than five percent of the total project cost. This waiver is not additive with the existing American Iron and Steel national de minimis waiver. The EPA will review this waiver every five years after the date on which the waiver is issued (4).

There is no dollar cap for this waiver and the calculation basis will be total project cost. The five percent threshold can be used for any product, independent of the purpose of the project (does not need to be incidental to the project purpose as with AIS de minimis).

Minor Components Waiver

EPA's April 11, 2023 Decision Memorandum established a Public Interest Waiver for Minor (Ferrous) Components of Iron and Steel Products, further referred to as Minor Components General Applicability Waiver of Section 70914(a) of Public Law 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards and Procurements. The waiver applies only to iron and steel products subject to the Build America, Buy America Act requirements and concerns only the iron and steel (ferrous) components of an otherwise domestically manufactured iron and steel good. The Build America, Buy America Act requires that the iron and steel used in a product is melted and/or poured in the United States and all subsequent operations occur domestically. This waiver would allow manufacturers of iron and steel products to utilize a small portion (up to five percent by product material cost) of nondomestic or unknown origin iron and steel minor components within their otherwise domestically manufactured iron and steel products. Like the American Iron and Steel Minor Components waiver, the EPA recommends that manufacturers acknowledge use of this Minor Components waiver when providing notice through their certification letters to document their product's compliance with the Build America, Buy America iron and steel and American Iron and Steel requirements (5).

National Short-Term Waivers

Q4.3: If a manufactured product is not readily available domestically, will EPA provide short-term "limited availability" product waivers?

A4.3: EPA will address the unavailability of domestic products through the waiver process, including potential national short-term waivers for specific products, if appropriate. To the extent practicable and with the intent to maximize domestic market and supply chain development, EPA intends to address issues of broad product unavailability with targeted, time-limited, and conditional waivers, as prescribed in OMB Guidance M-22-11. EPA will follow its robust and thorough product research processes (those put into place for the AIS requirements for the SRF and WIFIA programs and

expanded for the new BABA requirements) to identify and determine those products for which proposed national/general applicability waivers may be appropriate (2).

Project Specific Waivers

Nonavailability Waiver

Pursuant to Section 70914(c) of the Act, the head of a Federal agency may waive the application of a Buy America preference under an infrastructure program in any case in which the head of the Federal agency finds that types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality. Before issuing a waiver, the head of the Federal agency must make publicly available on the agency's website a detailed written explanation for the proposed determination to issue the waiver and provide at least 15 days for public comment on the proposed waiver. General applicability waivers are subject to a minimum 30-day public comment period (1).

Q4.1: Who may apply for a waiver and how do you apply?

A4.1: Assistance recipients and their authorized representatives may apply for a project specific waiver. EPA does not accept waiver requests from suppliers, distributors, or manufacturers unless the assistance recipient endorses and submits the request on its own behalf to the funding authority. In the case where multiple programs are providing federal funds to the project, the assistance recipient should submit the waiver request to the cognizant program, the one providing the greatest amount of federal funds for the project. In the case of indirect federal assistance, such as the SRF programs, the state authority reviews and conveys the waiver request to EPA (2).

Project-specific waiver requests should generally include:

- (1) Brief summary of the project,
- (2) Description and explanation of the need for the waiver for the product(s) in question,
- (3) Brief summary of the due diligence conducted in search of domestic alternatives (which could include correspondence between assistance recipient and supplier/distributors),
- (4) Quantity and materials of the product(s) in question,
- (5) all engineering specifications and project design considerations relevant to the product(s) in question,
- (6) the approximate unit cost of items (both foreign and domestic) in addition to an estimated cost of the materials and overall project,
- (7) the date any products will be needed on site in order to avoid significant project schedule disruptions, and
- (8) any other pertinent information relevant to EPA's consideration of the waiver (e.g., if relevant for SRF projects: whether the project is designated as an equivalency project, the date the plans and specifications were submitted to the state, the date of construction initiation, expected date of project completion, any special considerations such as local zoning and building ordinances, seismic requirements, or noise or odor control requirements) (2).

Q4.6: How can assistance recipients and construction contractors address product delivery delays?

A4.6: Assistance recipients should reasonably plan for material procurement to account for known potential supply chain issues or extended lead times and shall notify the funding authority well in advance of the issues so that prompt attention can be given to explore options. Where extended lead times for compliant products are impacting project schedules and may significantly impact construction progress, timely communication with the funding agency is important. For products that are unavailable within a reasonable timeframe to meet the objectives and schedule of a project, EPA may consider a non-availability waiver with adequate justification. An assistance recipient would need to apply for the waiver and contact its funding authority (such as EPA and/or a state) to initiate the waiver process (2).

Q4.2: Can an assistance recipient request a waiver based on a specification written for a specific brand or model of product (that is, a specification that names a branded item or model)?

A4.2: In most cases, performance-based specifications are expected and required for the majority of infrastructure projects funded by EPA's financial assistance programs. In rare cases where "branded" or product-specific sourcing may be included in project specifications, it is suggested that the specifications include the item in question (that is, not simply a catalog page, but also materials of construction, sizing, quantities, and applicable engineering performance design characteristics for the project, etc.) in addition to the standard phrase "or equal." For the purposes of product alternative

market research, EPA will evaluate the BABA requirements based on performance-based engineering specifications for the product(s) in question. If the project's specifications do not include performance-based specifications, or at least an "or equal" designation, EPA will base its research on an "or equal" designation using best professional judgment to the extent practicable (2).

BABA Compliance

Certifications

The Contractor, through its subcontractors, suppliers and manufacturers shall provide to the Owner written certification that all BABA materials provided for the project comply with the BABA requirements of Section 70914 of the Infrastructure Investment and Jobs Act (IIJA) ([Public Law 117-58](#)) as applicable for the SRF programs. The manufacturers have responsibility to provide adequate and accurate documentation of the products manufactured. Manufacturer certification letters must include the following:

- Manufacturer name;
- SRF construction project name and location;
- A list of specific product(s) delivered to the project site;
- A statement that the product is in compliance with the Buy America, Build America requirement of the Infrastructure Investment and Jobs Act (IIJA) as mandated by EPA's SRF programs;
- The location of the foundry/mill/factory where the product was manufactured (City and State); and
- A signature by a manufacturer's responsible party.

EPA OW BABA Implementation Procedures dated November of 2022 contains additional guidance on manufacturer certifications as follows:

Q5.3: How can product compliance with the BABA requirements be demonstrated?

A5.3: Assistance recipients and their representatives should ensure that the products delivered to the construction site are accompanied by proper documentation that demonstrate compliance with the law and be made available to the funding authority upon request. The documentation may be received and maintained in hard copy, electronically, or could be embedded in construction management software. The use of a signed certification letter for the project is the most direct and effective form of compliance documentation for ensuring products used on site are BABA-compliant prior to their installation; however, other forms of documentation are also acceptable as long as collectively, the following can be demonstrated:

- (1) Documentation linked to the project. For example, this can be in the form of the project name, project location, contract number, or project number.*
- (2) Documentation linked to the product used on the project. For example, description of product(s) (simple explanation sufficient to identify the product(s)), or an attached (or electronic link to) purchase order, invoice, or bill of lading.*
- (3) Documentation includes statement attesting that the products supplied to the assistance recipient are compliant with BABA requirement. Reference to the Infrastructure Investment and Jobs Act ("IIJA") or the Bipartisan Infrastructure Law (BIL) are also acceptable. For iron and steel items under BABA, references to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with BABA for such items.*
- (4) Documentation that manufacturing occurred in the United States, which could include, for example, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. Note that each BABA category may require different determinations for compliance.*
- (5) Signature of company representative (on company letterhead and signature can be electronic). The signatory of the certifying statement affirms their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the BABA requirements (2).*

Installation

All iron and steel, manufactured products, and construction materials, as defined herein, shall be produced in the United States in accordance with the Build America, Buy America requirements of the Infrastructure Investment and Jobs Act as mandated by the Clean Water and Drinking Water State Revolving Fund programs. If a potentially non-compliant product is installed in the permanent work and not eligible for a waiver, the Contractor will be required to remove the non-domestic item from the project.

Question and Answers (provided for clarification purposes)

Q2.4: Which category will valves fall under for BABA? Will it differ from the American Iron and Steel (AIS) requirements?

A2.4: For programs that are subject to BABA and AIS (SRF, WIFIA, and Community Project Funding), projects using valves should classify them as iron and steel products under BABA as long as their material cost is made up of more than 50 percent iron and/or steel. Valves with 50 percent or less iron and/or steel by material cost would be considered manufactured products under the BABA requirements. In accordance with OMB Guidance M-22-11, an article, material, or supply should be classified into only one of the three categories: iron and steel, manufactured products, or construction materials. Under the AIS requirements, all valves made primarily of iron and steel (that is, those with iron and/or steel material cost greater than 50 percent) must comply with the AIS requirements. For BABA, EPA interprets Section IV of OMB Guidance M- 22-11 to mean that iron and steel products are those items that are primarily iron and steel, the same as for the AIS requirements (2).

Q2.5: Does EPA have a list of products to be classified as “Iron and Steel” under BABA?

A2.5: Although this list is not comprehensive, the following products were classified as AIS products if made primarily (more than 50 percent) of iron and/or steel by materials cost (for programs subject to both AIS and BABA, this list would be equivalent for “iron and steel” items or products under either requirement):

Products likely made “primarily” of iron and steel to be classified as Iron and Steel under BABA

Lined and Unlined Pipe, Lined and Unlined Fittings, Tanks, Flanges, Pipe Clamps and Restraints, Structural Steel, Valves, Hydrants, Pre-Cast, Iron/Steel Reinforced Concrete (of all types, regardless of iron/steel content percentage), Manhole Covers and other Municipal Castings, Access Hatches, Ballast Screens, Iron or Steel Benches, Bollards, Cast Bases, Cast Iron, Hinged Hatches, Cast Iron Riser Rings, Catch Basin Inlets, Cleanout/Monument Boxes, Construction Covers and Frames & Curb and Corner Guards, Curb Boxes, Curb Openings, Curb Stops, Detectable Warning Plates, Downspout Shoes, Drainage Grates, Drainage Grate Frames and Curb Inlets, Inlets, Junction Boxes, Lampposts, Manhole Rings and Frames, Manhole Risers, Meter Boxes, Service Boxes, Steel Hinged Hatches, Steel Riser Rings, Trash Receptacles, Tree Grates, Tree Guards, Trench Grates, Valve Boxes, Valve Box Covers and Risers, Access Ramps, Aeration Pipes and Fittings (separate from aeration/blowers), Angles, Backflow Preventers/Double Check Valves, Baffle Curtains, Iron or Steel Bar, Bathroom Stalls, Beam Clamps, Cable Hanging Systems, Clarifier Tanks, Coiled Steel, Column Piping, Concrete Reinforcing Bar, Wire, and Fibers, Condensate Sediment Traps, Corrugated Pipe, Couplings, Decking, Digester Covers, Dome Structures, Door Hardware, Doors, Ductwork, Expansion Joints, Expansion Tanks (diaphragm, surge, and hydropneumatics), Fasteners, Fencing and Fence Tubing, Fire Escapes, Flanged Pipe, Flap Gates, Framing, Gate Valves, Generic Hanging Brackets, Grating, Ground Testing Boxes, Ground Test Wells, Guardrails, HVAC Registers, Diffusers, and Grilles, Joists, Knife Gates, Ladders, Lifting Hooks, J- bar, Connectors within, and Anchors for Concrete, Lockers, Man Baskets and Material Platforms, Manhole Steps, Mud Valves, Municipal Casting Junctions, Non-mechanical (aka stationary) Louvers and Dampers, Overhead Rolling Doors/Uplifting Doors (manual open, no motor) Pipe Connectors, Pipe Hangers, Pipe Pilings (any type of steel piling), Pipe Spool (pipe, flanges, connectors, etc.), Pipe Supports, Pitless Adaptors, Pre-fab Steel Buildings/Sheds (simple structure, unfurnished), Pre-stressed Concrete Cylinder Pipe (PCCP), Railings, Reduced Pressure Zone (RPZ) Valves, Roofing, Service Saddles, Sheet Piling, Sinks (not part of eyewash systems), Solenoid Valves, Stairs, Static Mixers, Stationary Screens, Surface Drain, Tapping Sleeves, Telescoping Valves, Tipping Buckets, Trusses, Tubing, Valve Stem Extensions, Valve Stem (excluding handwheels and actuators), Wall Panels, Wall Sleeves/Floor Sleeves, Welding Rods, Well Casing, Well Screens, Wire, Wire Cloth, Wire Rod, Wire Rope and Cables (2).

Q2.6: Does EPA have a list of products to be classified as “Primarily” of iron and steel but would be classified as “manufactured products” under BABA?

A2.6: Although this list is not comprehensive, the following products would be considered “manufactured products” under the BABA requirements, even if the item might be composed primarily of iron and steel by material cost (Note: These items are not subject to the AIS requirement):

Products likely made “primarily” of iron and steel to be classified as Manufactured Products under BABA Actuator Superstructures/Support Structures, Aeration Nozzles and Injectors, Aerators, Analytical Instrumentation Analyzers (e.g., ozone, oxygen), Automated Water Fill Stations, Blowers/Aeration Equipment, Boilers, Boiler Systems, Chemical Feed Systems (e.g., polymer, coagulant, treatment chemicals), Chemical Injection Quills, Chemical Injectors, Clarifier Mechanisms/Arms, Compressors, Controls and Switches, Conveyors, Cranes, Desiccant Air Dryer Tanks, Dewatering Equipment, Dewatering Roll-offs, Disinfection Systems, Drives (e.g., variable frequency drives), Electric/Pneumatic/Manual Accessories Used to Operate Valves (such as electric valve actuators), Electrical Cabinetry and Housings (such as electrical boxes/enclosures), Electrical Conduit, Electrical Junction Boxes, Electronic Door Locks, Elevator Systems (hydraulic, etc.), Emergency Life Systems (including eyewash stations, emergency safety showers, fire extinguishers, fire suppression systems including sprinklers/piping/valves, first aid, etc.), Exhaust Fans, Fall Protection Anchor Points, Fiberglass Tank w/Appurtenances, Filters (and appurtenances, including underdrains, backwash systems), Flocculators, Fluidized Bed Incinerators, Galvanized Anodes/Cathodic Protection, Gear Reducers, Generators, Geothermal Systems, Grinders, Heat Exchangers, HVAC (excluding ductwork), HVAC Dampers (if appurtenances to aerators/blowers) HVAC Louvers (mechanical), Intake and Exhaust Grates (if appurtenances to aerators/blowers), Instrumentation Laboratory Equipment, Ladder Fall Prevention Systems, Ladder Safety Post, Lighting Fixtures, Lightning and Grounding Rods, Mechanical or Actuated Louvers/Dampers, Membrane Bioreactor Systems, Membrane Filtration Systems, Metal Office Furniture (fixed), Meters (including flow, wholesale, water, and service connection), Motorized Doors (unit), Motorized Mixers, Motorized Screens (such as traveling screens), Motors, Pelton Wheels, Pipeline Flash Reactors (similar to injectors), Plate Settlers, Precast Concrete without Iron/Steel Reinforcement, Furnished Pre-fab Buildings (such as furnished with pumps, mechanics inside), Presses (including belt presses), Pressure Gauges, Pump Cans/Barrels and Strainers, Pumps Mechanical Rakes, Safety Climb Cable, Sampling Stations (unless also act as hydrant), Scrubbers, Sensors, Sequencing Batch Reactors (SBR), Steel Shelving (fixed), Slide and Sluice Gates, Spray Header Units, Steel Cabinets (fixed interior/furniture), Supervisory Control and Data Acquisition (SCADA) Systems, Tracer Wire, Valve Manual Gears, Actuators & Handles, Voltage Transformer, Water Electrostatic Precipitators (WESP), Water Heaters, Weir Gates (2).

Q2.7: Is asphalt a covered product under BABA?

A2.7: No. EPA interprets Section 70917(c) of the IIJA to exclude asphalt from BABA requirements. Asphalt paving is a type of concrete composed of an aggregate material mixed with a binder (bitumen). EPA considers asphalt concrete to be excluded by section 70917(c) due to its similarities with cement and cementitious materials (2).

Q8.2: Product Coverage. Are products and materials that purposefully decay or decompose (such as biodegradable coir material used for erosion control) considered permanently affixed items that are subject to the BABA requirements?

A8.2: No, BABA requirements do not apply to purposefully decaying and decomposing items, such as coir mats, or temporary shoring items not intended to be permanently affixed to or incorporated into a structure. According to the OMB Guidance (M-22-11), BABA “does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project[,] but are not an integral part of or permanently affixed to the structure (6).

References

Executive Office of the President, Office of Management and Budget. M-22-11. *Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure*. April 18, 2022.

Federal Financial Assistance Programs, United States Environmental Protection Agency Office of Water. Build America, Buy America Act Implementation Procedures for EPA Office of Water. *Build America, Buy America Act Implementation Procedures for EPA Office of Water*. November 3, 2022.

Office of Federal Financial Management, Office of Management and Budget. Pre-publication version of 2 CFR Parts 184 and 200 – Guidance for Grants and Agreements. August 14, 2023.

United States Environmental Protection Agency. Public Interest: De Minimis General Applicability Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards and Procurements. *Public Interest: De Minimis General Applicability Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards and Procurements*. October 21, 2022.

United States Environmental Protection Agency —. Public Interest: Minor (Ferrous) Components of Iron and Steel Products General Applicability Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards. *Public Interest: Minor (Ferrous) Components of Iron and Steel Products General Applicability Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards*. April 11, 2023.

United States Environmental Protection Agency Office of Water. Supplemental Questions and Answers for Build America, Buy America Act Implementation Procedures for Office of Water Federal Financial Assistance Programs. *Supplemental Questions and Answers for Build America, Buy America Act Implementation Procedures for Office of Water Federal Financial Assistance Programs*. November 3, 2022.

Appendices: Forms



BIDDER'S BUILD AMERICA BUY AMERICA ACKNOWLEDGEMENT



Clean Water and Drinking Water State Revolving Loan Fund

Public Law 113-76117-58 Build America, Buy America (BABA) Act

Instructions: This acknowledgement form must be completed and signed by the bidder's authorized representative, and conveyed to owner with bid submittal. You will find NHDES bid information in [Section A](#) of the front-end documents.

Project Name:	City/ Town/ Entity:
Bidder Name:	Bidder Address:

With submittal of this Bid, the Bidder acknowledges to and for the benefit of the Owner ("Owner") and the State of New Hampshire ("State") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Bid.

The Bidder hereby presents and warrants to and for the benefit of the Owner and State that (a) the Bidder has reviewed and understands the Build America, Buy America Requirement, (b) all of the iron, steel, manufactured products, and construction materials used in the project will be and/or have been produced and assembled in the United States in a manner that complies with the Build America, Buy America Requirement, unless a waiver of the requirement is approved, and (c) the Bidder will provide any further verified information, certification or assurance of compliance with this Acknowledgement, or information necessary to support a waiver of the Build America, Buy America Requirement, as may be requested by the Owner or the State.

Notwithstanding any other provision of the Contract Documents, any failure to comply with this Acknowledgement by the Bidder shall permit the Owner or State to recover as damages against the Bidder any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). *If the Contractor has no direct contractual privity with the State, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.*

Additionally, The Bidder hereby acknowledges that Bidder must include in all contracts and purchase agreements for this project the following Build America, Buy America contract language:

"(Subcontractor/Supplier) acknowledges to and for the benefit of the (Owner) and the State of New Hampshire (State) that it understands the goods and service under this contract or purchase agreement (Agreement) are being funded with monies that are subject to statutory requirements commonly known as "Build America, Buy America" of the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58), that requires all of the iron, steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirement") including iron, steel, manufactured products, and construction materials provided under this contract or Agreement. The Subcontractor/Supplier hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Subcontractor/Supplier has reviewed and understands the Build America, Buy America Requirement, (b) all of the iron, steel, manufactured products, construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirement, unless a waiver of the requirement is approved, and (c) the Subcontractor/Supplier will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirement, as may be requested by the Owner or the State."

Signature of certifying bidder's representative:		Printed Name:	
Title:		Date:	

BUILD AMERICA, BUY AMERICA (BABA) MANUFACTURER EXAMPLE CERTIFICATION

Date _____

Manufacturer Name _____ Manufacturer Street Address _____ City, State _____ ZIP _____

RE: Project Name _____, Project Location _____

I, _____ (Authorized Manufacturer Representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the Build America, Buy America (BABA) requirement as mandated by the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58, Section 70901-52 for all projects funded by a Federal financial assistance program for infrastructure, including each deficient program.

Item, Product and/or Materials _____

Item, Product and/or Materials _____

Item, Product and/or Materials _____

Item, Product and/or Materials _____

Item, Product and/or Materials _____

Manufacturing of the above items, products and/or materials took place at the following location(s):

Additionally, if any of the above compliance statements change while providing material to this project
_____ (Manufacturer) will immediately notify _____ (Contractor)
and the _____ (Owner).

Manufacturer's Signature

Note: The signature must be by manufacturer's authorized responsible party, not the material distributor or supplier.

Manufacturer Certification Checklist

- ✓ Manufacturer name;
- ✓ SRF construction project name and location;
- ✓ A list of specific product(s) delivered to the project site;
- ✓ A statement that the product is in compliance with the Build America, Buy America (BABA) requirement as mandated by the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58, Section 70901-52;
- ✓ The location of the foundry/mill/factory where the product was manufactured (City and State); and
- ✓ A signature by a manufacturer's responsible party.



CONTRACTOR'S PAYROLL AND BUILD AMERICA BUY AMERICA CERTIFICATION

Clean Water and Drinking Water State Revolving Loan Fund



Public Law: 117-58

Required for private water systems. This form will be submitted with each disbursement request.

Project Name:		Project Number:	
Project Location:			
Contractor Name:			
Contractor Address:	City:	State:	ZIP:
Payment Application #:	Payment Application End Date:		

I hereby certify that all of the contract requirements as specified under the Labor Standards Provision for Federal and Federally Assisted Contracts have been complied with by the above-named Contractor, and by each Subcontractor employing Laborers or Mechanics at the site of the work, or there is an honest dispute with respect to the required provisions.

I hereby certify that the "Buy America, Build America Act" provisions of the Infrastructure Investment and Jobs Act ([Public Law 117-58, Section 70901-52](#)), and subsequent laws that continue the requirement for the use of Buy America, Build America products in construction projects funded by Federal financial assistance programs for infrastructure as applicable, have been met, and that all iron, steel, manufactured products, and construction materials used in the project named above have been produced and assembled in the United States in a manner that complies with Build America, Buy America Requirements, and/or that applicable EPA-approved waivers have been obtained to comply with American Iron and Steel requirements. By signing payment applications and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and documentation is sufficient to demonstrate compliance Build America, Buy America Act requirements.

Contractor Signature:		Printed Name:	
Title:		Date:	



BUILD AMERICA BUY AMERICA

De Minimis Tracking Report

Clean Water and Drinking Water State Revolving Loan Fund



Public Law 117-58 Build America, Buy America Act (BABA); De Minimis Waiver Section 70914(b)(1)

Submit this form with each application for payment.

Contractors who wish to use the BABA De Minimis waiver must consult with the owner when determining the items to be covered by this waiver and shall retain and provide to the owner relevant documentation (i.e., invoices) for those products. The contractor shall summarize in reports to the owner the types and/or categories of items to which this waiver is applied; the total cost of products covered by the waiver for each type or category (including copies of invoices); and the calculations by which contractor determined the total cost of materials used in and incorporated into the project. **The contractor shall include a complete and up-to-date De Minimis Tracking Report in each application for payment.** The contractor shall also provide the report to the owner upon request.

CWSRF/DWSRF Project Number:				Payment Application Date:			
Project Name:							
Owner:				Contractor:			
Has the contractor purchased or used BABA materials that will be covered under this waiver?							
Yes <input type="checkbox"/> Please continue to the next section.							
No <input type="checkbox"/> Please simply sign below.							
Has the contractor purchased or used BABA materials that will be covered under this waiver?							
Yes <input type="checkbox"/> Please continue to the next section.							
No <input type="checkbox"/> Please simply sign below.							
Total Project Cost:				De Minimis 5% Limit:			
Is this the final report?							
Yes <input type="checkbox"/> In order to be considered a final report, all materials have been delivered for the project.							
No <input type="checkbox"/>							
Product Description ¹	Date Added	Country of Origin	Quantity	Cost Per Unit	Product Total Cost	How is Cost Documented? ²	
Total Cost of De Minimis Products							

☐ I have included Attachment A.

Contractor Signature:				Printed Name:			
Title:				Date:			

NOTE: The De Minimis waiver is only applicable to the cost of materials incorporated into the project. Do not include other project costs (labor, installation costs, etc.) in the "Total Cost of Materials." The cost of a material must include delivery to the site and any applicable tax. Contractor must provide sufficient documentation to support all costs included in this calculation.

¹ Use Attachment A only if your products exceed the number of rows available in the table.

² Documentation must demonstrate confirmation of the products' actual costs (invoice etc.).

Attachment A: De Minimis Tracking Report

[illegible]

Contractor Signature:		Printed Name:	
Title:		Date:	

³ Use Attachment A only if your products exceed the number of rows available in the table.
⁴ Documentation must demonstrate confirmation of the products' actual costs (invoice etc.).



BUILD AMERICA BUY AMERICA

Project Certification

Clean Water and Drinking Water State Revolving Loan Fund



Public Law 117-58 Build America, Buy America Act (IIJA); De Minimis Waiver Section 70914(a)

This certification must be completed and signed by the authorized representative of the contractor, acknowledged by the authorized representative of the owner, and submitted to the New Hampshire Department of Environmental Services **upon substantial completion** of the project.

Project Name:		Town/ City/ Entity:					
Contractor name:		CWSRF/DWSRF Project #:					
Contractor Address:		City:		State:		ZIP:	

I hereby certify on behalf of the above-named contractor. (Please check **one** of the following **and** provide documentation as necessary.)

☐ That the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act (Public Law 117-58), and subsequent laws that continue the requirement for the use of Build America, Buy America products in construction projects funded by Federal financial assistance programs for infrastructure, including each deficient program, (Build America, Buy America Requirement, BABA) **have been met** and that all iron, steel, manufactured products, and construction materials used in the project named above have been produced and assembled in the United States in a manner that complies with the Build America, Buy America Requirements.

OR

☐ That the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act (Public Law 117-58), and subsequent laws that continue the requirement for the use of Build America, Buy America products in construction projects funded by Federal financial assistance programs for infrastructure, including each deficient program, (Build America, Buy America Requirement, BABA) **were unable to be met**. Not all the iron, steel, manufactured products, and construction materials used in the project named above have been produced and assembled in the United States.

Items that do not meet BABA requirements are as follows:

Attach all documentation including EPA-approved waivers for all iron and steel that do not meet the BABA requirement.

Signature of Certifying Contractor Representative:		Printed Name:	
Title:		Date:	
Acknowledged by Authorized Owner Representative:		Printed Name:	
Title:		Date:	

Appendices: U.S. Environmental Protection Agency (EPA) Decision Memorandums

Public Interest: De Minimis General Applicability Wavier of Section 70914(a) o P.L. 117-58, Build America, Buy America Act, 2021 for US EPA Financial Awards and Procurements



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OCT 21 2022

THE ADMINISTRATOR

DECISION MEMORANDUM

SUBJECT: Public Interest: *De Minimis* General Applicability Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards and Procurements

FROM: Michael S. Regan

A handwritten signature in black ink, reading "Michael S. Regan", is placed over the printed name.

Introduction

Congress passed, and the President signed in November 2021 the Infrastructure Investment and Jobs Act, which included the Build America, Buy America Act. This is a transformational opportunity to build a resilient supply chain and manufacturing base for critical products here in the United States that will catalyze new and long-term investment in good-paying American manufacturing jobs and businesses. Consistent with the policy direction of Executive Order 14005: Ensuring the Future is Made in All of America by All of America's Workers, section 70914 of the Infrastructure Investment and Jobs Act establishes governmentwide Buy America conditions on all federal financial assistance programs and the projects funded through federal financial assistance funded after May 14, 2022.

The U.S. Environmental Protection Agency remains committed to implementing Build America, Buy America to cultivate the domestic manufacturing base for a range of products. Products that qualify for a *de minimis* waiver cumulatively may comprise no more than a total of five percent of the total project cost. This waiver is not additive with the existing American Iron and Steel national *de minimis* waiver. The EPA's infrastructure programs vary widely from small community projects costing thousands of dollars up to large billion-dollar regional infrastructure projects. The EPA solicited public comment on including a dollar cap per project. The EPA received no public comments supporting including a cap. Based on an assessment of agency infrastructure projects, many larger projects in a variety of covered infrastructure programs have such significant material costs that a dollar cap would not provide the flexibility intended by the *de minimis* waiver. After consideration of the public comments received, the EPA is not including a dollar cap for its waiver.

Build America, Buy America *De Minimis* Waiver

The Office of Management and Budget's April 18, 2022, memorandum, "Initial Implementation Guidance on Application of Buy American Preference in Federal Financial Assistance Programs for Infrastructure" (M-22-11) encourages agencies to consider whether a general applicability public interest waiver should apply to infrastructure project purchases below a *de minimis* threshold to reduce the administrative burden for recipients and agencies. OMB directs agencies to ensure that recipients



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and federal agencies make efficient use of limited resources, especially if the cost of processing the individualized waiver would risk exceeding the value of the items waived.

This waiver advances Build America, Buy America by reducing the administrative burden to potential assistance recipients where the costs of compliance could distract from the focus on higher value compliant items. Failure to provide recipients such flexibilities could delay the award for infrastructure projects as assistance recipients must exert considerable effort accounting for the sourcing for miscellaneous, low-cost items.

Anticipated Program Impacts Absent a Waiver

Build America, Buy America impacts more than 60 EPA programs. The agency is committed to robust implementation of the act's Buy American Preference in an efficient and effective manner. This waiver seeks to significantly reduce the administrative burden on recipients while exempting a small share (five percent or less) of the total project cost from the Buy American Preference requirement.

Infrastructure projects often contain a relatively small number of high-cost products incorporated into the projects. In solicitations for a project, these high-cost products are generally described in detail via project specific technical specifications. For these major products, recipients are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Infrastructure projects also involve the use of potentially thousands of miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project. For many of these miscellaneous products, the country of manufacture and the availability of alternatives are not always readily or reasonably identifiable prior to procurement in the normal course of business; for other miscellaneous products, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually or procured in bulk, mark them as potentially *de minimis* items.

Failure to grant such a waiver creates significant administrative burden for the EPA and recipients as both sides must negotiate such products on a project-by-project basis, which will increase the cost to the taxpayer, delay the award of assistance agreements and procurement, and has negligible relevance to the intent of Build American, Buy American. With application of this waiver, federally funded infrastructure projects would be aided in meeting the critical public health protection and environmental project purposes on time and on budget. By focusing the programs' attention on high-value domestic products (representing most of the federal infrastructure investment), the EPA will be well-positioned to catalyze resilient domestic supply chains and invest in good-paying American manufacturing jobs and businesses. Absent the waiver, critical public-health protection and environmental infrastructure projects could expend resources inefficiently, potentially failing to deliver on the critical goals of projects and the domestic preference requirements.

Assessment of Cost Advantage of a Foreign-Sourced Product

Under OMB Memorandum M-22-11, agencies are expected to assess "whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron or manufactured products or the use of injuriously subsidized steel, iron or manufactured products" as appropriate before granting a public interest waiver. The EPA's analysis has concluded that this

assessment is not applicable to this waiver, as this waiver allows only a small, *de minimis* value of products to be waived relative to the total cost of a project. The EPA will perform additional market research as it implements the Build America, Buy America requirements to better understand the market and to limit the use of waivers caused by dumping of foreign-sourced products.

Public Notice

The EPA published July 27, 2022, a notice proposing to issue this waiver, and the comment period was open until August 15, 2022. The agency received 41 comments during the public comment period: one representing a federal agency; nine representing manufacturers and the manufacturing industry; 21 representing state agencies; three representing territories; and seven representing rural partnerships and water associations. Most comments were supportive of the waiver with many requesting a threshold higher than the proposed five percent, usually 10 to 15 percent. Of the few comments on a cap, some were opposed, and others supported a cap contingent on a threshold higher than the proposed five percent. Some commenters opposed the waiver because the waiver could reduce opportunities for American manufacturing. Other commenters requested that the Build America, Buy America *de minimis* waiver mirror the American Iron and Steel *de minimis* waiver.

The EPA received comments on the use of material cost as the calculation basis for the threshold versus using project costs. The EPA agrees that material costs are often built into contracts along with other costs, making it difficult to consistently determine an appropriate threshold for projects. Using project cost and not material cost will simplify the calculation and would alleviate burden and confusion for assistance recipients. Therefore, the EPA has changed the calculation basis from material cost to project cost.

The EPA also received many comments on the five percent threshold itself. No comments requested that the threshold be lowered, a few comments agreed with the EPA's threshold, and many requested that the threshold be increased (to up to 20 percent with most requesting an increase to 15 percent) or requested that the threshold be modified so the five percent limit would apply to each of the three subcategories (five percent for iron and steel, five percent for construction materials and five percent for manufactured products). With the cost calculation changing from material costs to project costs, this will functionally increase the amount of products that can be covered by this waiver for most projects. Therefore, after consideration of these comments, the EPA is finalizing the proposed five percent threshold.

The EPA received comments and questions on the examples provided as items that, dependent on the conditions and purpose of the project, may or may not be considered *de minimis*. The EPA's intention was to provide examples to assist programs; however, this created confusion that only certain items could be covered. The five percent threshold can be used for any products, independent on the purpose of the project. The EPA is removing the examples from the text of the final waiver to avoid confusion.

After reviewing these comments, the EPA concludes that the information provided to the agency generally supports a general applicability waiver. Products that qualify for a *de minimis* waiver cumulatively may comprise no more than a total of five percent of the total project cost.

Waiver Decision

Section 70914(b)(1) of the Infrastructure Investment and Jobs Act authorizes the Administrator to waive the requirements of Build America, Buy America if implementation would be inconsistent with the public interest. Due to the critical need to reduce the administrative burden for recipients and agencies and to ensure recipients can effectively carry out the EPA funded activity in a timely manner, it is in the public interest to waive Build America, Buy America requirements for products used in and incorporated into a project that cumulatively comprise no more than five percent of the total project cost. This waiver is not additive with the existing American Iron and Steel national *de minimis* waiver. The EPA will review this waiver every five years after the date on which the waiver is issued.

If you have any questions concerning the contents of this memorandum, please contact Dan Coogan at EPA_BABA_Waiver@epa.gov.

Public Interest: Minor (Ferrous) Components of Iron and Steel Products General Applicability Wavier of Section 70914(a) o P.L. 117-58, Build America, Buy America Act, 2021 for US EPA Financial Awards and Procurements



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

APR 11 2023

THE ADMINISTRATOR

DECISION MEMORANDUM

SUBJECT: Public Interest: Minor (Ferrous) Components of Iron and Steel Products General Applicability Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards

FROM: Michael S. Regan

A handwritten signature in black ink, reading "Michael S. Regan", is placed to the right of the "FROM:" line.

ISSUE

Congress passed and the President signed in November 2021 the Infrastructure Investment and Jobs Act, which included the Build America, Buy America Act. This is a transformational opportunity to build a resilient supply chain and manufacturing base for critical products here in the United States that will catalyze new and long-term investment in good-paying American manufacturing jobs and businesses. Consistent with the policy direction of Executive Order 14005: Ensuring the Future is Made in All of America by All of America's Workers, section 70914 of Infrastructure Investment and Jobs Act establishes governmentwide Buy America conditions on all federally funded infrastructure projects funded after May 14, 2022.

The U.S. Environmental Protection Agency remains committed to implementing Build America, Buy America to cultivate the domestic manufacturing base for a range of products. This waiver allows the EPA's assistance recipients to manage their federally funded activities more efficiently. For the purposes of this general applicability waiver, for only the iron and steel products covered by Build America, Buy America, the EPA would allow up to five percent of the total material cost of a product to include nondomestically produced miscellaneous minor iron or steel components without further need for a product-specific waiver.

This waiver for manufacturers differs from the EPA's *De Minimis* waiver.¹ The EPA's *De Minimis* waiver reduces administrative burden on assistance recipients by waiving entire products that in total are no more than five percent of a total project cost. This Minor (Ferrous) Components of Iron and Steel Products waiver will reduce administrative burden on manufacturers that seek to ensure that their iron and steel products comply with Build America, Buy America but may have small iron or steel components within their product that are nondomestic or of unknown origin.

¹ <https://www.epa.gov/system/files/documents/2022-10/EPA%20BABA%20De%20Minimis%20Waiver%20Final%20Oct%202022.pdf>

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DISCUSSION

Build America, Buy America Minor Components Waiver

The Office of Management and Budget's April 18, 2022, M-22-11 memorandum, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure," encourages agencies to consider whether it is in the public interest to waive application of a Buy America preference to minor components within iron and steel products.

This waiver advances Build America, Buy America objectives by focusing needs for domestic manufacturing on higher value items while minimizing the administrative burden on manufacturers that must account for the sourcing of minor components in an iron and steel product. The waiver expedites the process for manufacturers seeking to deem their products compliant with Build America, Buy America, which then benefits assistance recipients seeking Build America, Buy America-compliant products for their federally funded projects. This waiver supports those manufacturers making extensive efforts to produce domestic iron and steel products and signals to them to prioritize high-value domestic iron and steel products. In addition, this waiver is consistent with the EPA's existing American Iron and Steel Minor Components waiver.

The waiver applies only to iron and steel products subject to the Build America, Buy America Act requirements and concerns only the iron and steel (ferrous) components of an otherwise domestically manufactured iron and steel good. The Build America, Buy America Act requires that the iron and steel used in a product is melted and/or poured in the United States and all subsequent operations occur domestically. This waiver would allow manufacturers of iron and steel products to utilize a small portion (up to five percent by product material cost) of nondomestic or unknown origin iron and steel minor components within their otherwise domestically manufactured iron and steel products.

Anticipated Program Impacts Absent a Waiver

Build America, Buy America impacts more than 60 EPA programs. The agency is committed to robust implementation of the act's Buy America Preference in an efficient and effective manner. Absent this waiver, manufacturers will face considerable challenges determining that their iron and steel products, which may contain trivial components of foreign or unknown origin, are compliant with Build America, Buy America. Such uncertainty could lead to a significant increase in product nonavailability waiver requests for these iron and steel products from assistance recipients.

Failure to grant such a waiver creates significant administrative burden for the EPA and recipients as both sides must negotiate their iron and steel products on a project-by-project basis, which would increase the cost to the taxpayer, delay the award of assistance agreements and extend projects. More broadly, absent a waiver, recipients might inefficiently expend resources for critical public health protection and environmental infrastructure projects and fail to meet project goals.

Further, this waiver impacts a subset of iron and steel products where American-made product manufacturers would greatly benefit from this waiver. The cost of the minor components of iron and steel products tend to be very small. Without the waiver, small, miscellaneous iron and steel components could prevent a manufacturer from providing critical infrastructure products that otherwise could be made with majority domestic iron and steel. As a result, not having this waiver could prevent a manufacturer from creating a Build America, Buy America-compliant product and could force a recipient to request a waiver for an altogether nondomestically sourced product.

Assessment of Cost Advantage of a Foreign-Sourced Product

Under OMB's M-22-11 memorandum agencies are expected to assess "whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products," as appropriate before granting a public interest waiver. The EPA's analysis has concluded that this assessment is not applicable to this waiver, as this waiver is not based on the cost of foreign-sourced products. The EPA will perform additional market research as it implements the Build America, Buy America requirements to better understand the market and to limit the use of waivers caused by dumping of foreign-sourced products.

Public Notice

The EPA proposed to issue this waiver in January 18, 2023, and the comment period was open until February 3, 2023. The agency received 23 comments during the public comment period. Twenty-one commenters were generally supportive of the waiver with six requesting an increase in the proposed five percent of the total material cost of the minor components. Two commenters opposed the proposed waiver either because they believed that it would hinder their investments made to comply with American Iron and Steel requirements or because they believe it failed to align with the administration's priority for enhancing domestic manufacturing. Other commenters asked the EPA to clarify how nonferrous minor components of nondomestic or unknown origin would be treated.

After reviewing the comments received, the EPA concludes that the information provided to the agency generally supports a general applicability waiver of minor iron or steel components of Iron and Steel products without further need for product-specific waivers. This waiver aligns with the existing Minor Components waiver for the American Iron and Steel requirements, which also apply to only the ferrous minor components of an iron and steel product. The EPA determined that the comments generally supported maintaining five percent threshold of materials cost of the product in this waiver, which also aligns with the American Iron and Steel Minor Components waiver.

In response to comments received, the EPA clarifies that this waiver applies to only the ferrous minor components of a product made primarily of iron and steel. The nonferrous components of the otherwise primarily iron and steel product may be from unknown or nondomestic sources and are not included in this waiver (but may contribute to the total materials cost of the product in question). Like the American Iron and Steel Minor Components waiver, the EPA recommends that manufacturers acknowledge use of this Minor Components waiver when providing notice through their certification letters to document their product's compliance with the Build America, Buy America iron and steel and American Iron and Steel requirements.

WAIVER APPROVAL

Section 70914(b)(1) of the Infrastructure Investment and Jobs Act authorizes the Administrator to waive the requirements of Build America, Buy America if implementation would be inconsistent with the public interest. Due to the critical need to reduce the administrative burden for recipients and agencies to ensure recipients can effectively carry out the EPA-funded activity in a timely manner thus, reducing risks to human health and the environment, the EPA determines that it is in the public interest to waive Build America, Buy America requirements for minor (ferrous) components of iron and steel products. The EPA will review this waiver every five years, or more often as necessary, from the date on which the waiver is issued.

Questions about this memorandum should be directed to EPA_BABA_Waiver@epa.gov.

E. Technical Specifications

SECTION 01 11 12

GENERAL REQUIREMENTS

PART 1 – GENERAL

1.1 GENERAL CONDITIONS

- A. All work of this section is specifically subject to the General Conditions for the entire project.
- B. Provide all items, articles, materials, operations, or methods listed, mentioned, scheduled on the Drawings and/or specified herein including all labor, materials, equipment and incidentals necessary and required for their completion.

1.2 INTENT

- A. The intent of the Specifications and drawings is to call for finish work, tested and ready for operation.
- B. Any apparatus, appliance, material or service not specified or indicated but necessary to make the work complete and perfect in all respects and ready for operations shall be provided.
- C. The Drawings are generally diagrammatic, intended to convey the scope of the work and indicate the general arrangement of equipment and piping and approximate sizes and locations of equipment.

1.3 WORKMANSHIP

- A. All work shall be executed in the best and most thorough manner under the direction of and to the satisfaction of the Engineer.
- B. The Contractor shall, at all times, keep a competent foreman in charge of the works on the project, and shall facilitate it's inspection by the Engineer.

1.4 RULES AND REGULATIONS

- A. All work shall comply with applicable portions of all state or local laws, ordinances, rules and regulations of local utility companies and fire departments, B.O.C.A., National Plumbing Code, recommendations of the National Board of Fire Underwriters, National Electrical Code and all other authorities having jurisdiction.

- B. Nothing contained in these Specifications or indicated on the Drawings shall be construed to conflict with applicable portions of any laws, ordinances, rules and regulations.
 - 1. All pressure vessels shall be furnished and installed in strict accordance with the applicable regulations of the state and the ASME codes and shall be equipped with all appurtenances required by the aforesaid codes.

1.5 GUARANTEE

- A. Guarantee all work performed and materials and equipment installed to the full extent required by the Drawings and Specifications to be free from inherent defects.
- B. Any materials or equipment which are corroded or otherwise damaged, through the Contractor's failure to properly operate and maintain the installation during construction or testing, shall be replaced prior to final acceptance.
- C. Keep the work in repair and replace any defective materials, equipment or workmanship upon notice from the Owner's/Engineer's Representative for a period of one year from date of substantial completion. See Two (2) Year Guarantee period for Automatic Temperature Control System and Control Devices.
- D. Materials or equipment requiring excessive service during the first year of operation shall be considered defective.
- E. The date of acceptance shall be that which appears on the Owner's/Engineer's Certificate of Substantial Completion.

1.6 SEQUENCE OF WORK

- A. Refer to the General Supplementary and Special Conditions for timing and coordination of the work.
- B. Schedule the work accordingly and coordinate schedule with other Contractors to prevent delay.

1.7 OPERATING AND MAINTENANCE MANUAL

- A. Furnish manufacturer's printed operating and maintenance instructions for each piece of equipment furnished under this Division.

- B.** Each manual shall be suitably and neatly marked to identify the particular equipment furnished and shall include lubricating charts.
- C.** All instructions and charts shall be bound in appropriate cover binders properly indexed, identified, and titled to provide three complete manuals.
- D.** Completed manuals shall be submitted to the Engineer for review and approval.

1.8 CUTTING AND PATCHING

- A.** The Contractor will provide openings in walls, floors, roof, ceilings and partitions to receive pipe lines, ductwork and other apparatus.
- B.** All sleeves shall be furnished by the Contractor and securely set as required for piping passing through walls, floors, roofs, ceilings and partitions.
- C.** All anchors and inserts shall be furnished and securely set as required for piping and equipment furnished under this Division.

1.9 SUBSTITUTES

- A.** Certain items of equipment have been specified by manufacturer's name and model number. It is not the intent to limit the Contractor to the equipment but to establish a type and quality required. The Contractor may substitute equipment of equal quality and capacity and shall be responsible for any changed required to install the substitution. All shop drawings will indicate the substitution and any deviations from the original specification.
- B.** Added support steel, anchors, braces, etc. required to permit the use of substituted equipment, shall be the cost and installation responsibility of the Contractor.

End of Section

SECTION 01 11 13

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section.

1.2 PROJECT DESCRIPTION

- A. The Project consists approximately 2,678 linear feet of 8-inch water main, abandonment of 2 public wells, 43 water service connections, and demolition of existing well house and equipment.

1.3 WORK SEQUENCE

- A. The Work will be conducted in a sequence and in such a manner as to minimize utility and traffic interruptions and to minimize the risk to health and the environment.

1.4 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to construction activities in areas indicated; allow for Owner operation and use by the public.
 - 1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 - 2. Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees and the general public at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 - 3. Disposal of Excess, Unsuitable and/or Waste Materials: Unless otherwise approved by Engineer, all excess, unsuitable or waste materials shall be removed from the project site and shall be lawfully disposed of at Contractor's expense. Do not dispose of hazardous material on site, either by burial or by burning.

1.5 OWNER OCCUPANCY

- A. Full Owner Occupancy: The Owner will occupy the site during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.

1.6 MISCELLANEOUS PROVISIONS

- A. The Project has been designed and the Contract Documents prepared with the intention that resulting Work will comply with applicable local, State, and Federal rules and regulations.
 - 1. Before Substantial Completion inspect, test and adjust performance of every system or facility of the Work to ensure that overall performance is in compliance the Contract Documents and all permit requirements.
 - 2. Instruct the Owner's operating personnel on operational requirements needed to maintain compliance.

PART 2 - PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

End of Section

SECTION 01 11 17

DRAWINGS AND SPECIFICATIONS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This Section is intended to describe the general Intent of the Drawings and Specifications.
- B. The Owner will furnish the Contractor up to five (5) copies of the drawings and specifications without charge.

1.2 EXISTING CONDITIONS

- A. All existing conditions shown on the drawings are for information purposes only and are based on limited information. The Contractor shall verify existing conditions and shall not be entitled to extra compensation for failure to do so.

1.3 INTENT OF DRAWINGS AND SPECIFICATIONS

- A. The drawings and specifications are intended to show the general intent of the work. The Owner has contracted for a complete project although every detail, component, fitting and appurtenance may not have been shown. The Contractor shall be responsible for all items necessary to make a complete functional system.

1.4 DIMENSIONS

- A. Drawings should not be scaled. All dimensions shall be taken from figured dimensions on the drawings or by actual field measurements. The Contractor shall notify the Engineer immediately of any discrepancy between figured dimensions labeled on the drawings and actual field measurements, whenever such discrepancy may impact the installation or operation of the Work.

End of Section

SECTION 01 22 13

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The provisions of the Contract, including General and Supplemental Conditions and General Requirements (if any), apply to the work specified in this Section.

1.2 RELATED WORK SPECIFIED ELSEWHERE

General Conditions
Supplemental Conditions

1.3 DESCRIPTION

- A. For unit price items, the Contractor shall be paid for the actual amount of work accepted and for the actual amount of materials in place during the period of construction. After the work is completed and before final payment is made therefore, the Engineer shall make final measurements to determine the quantities of the various items of work accepted as the basis for final payment.
- B. For lump sum items, the Contractor shall be paid on the basis of actual work accepted until the work item is completed. Upon completion of the item, 100 percent of the lump sum price may be paid, subject to the terms of the General Conditions or Supplemental Conditions.
- C. All units of measurement shall be standard United States convention as applied to the specific items of work by tradition and as interpreted by the Engineer.

1.4 SCOPE OF PAYMENT

- A. Payments to the Contractor will be made for the actual quantities of the contract items performed and accepted in accordance with the Contract Documents. Upon completion of construction, if these actual quantities show either an increase or decrease from the quantities given in the Bid, the contract unit prices will still prevail, except as provided hereinafter.
- B. The Contractor shall accept in compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to complete the work and for performing all work contemplated and embraced by the Contract; also for all loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work and until its final acceptance by the Engineer; and for all risks of every description connected with the prosecution of the work, except as provided herein; also for all expenses incurred in consequence of the suspension of the work as herein authorized.

- C. No extra payment shall be made to the Contractor for any delays caused by lack of progress, defective workmanship, or rescheduling of work by other contractors, subcontractors, or equipment and material suppliers.
- D. No additional payment will be allowed because of differences between field dimensions and those shown on the Drawings.
- E. Additional costs caused by ill-timed or defective work, or work not conforming to Contract Documents including costs for additional services of Engineer, shall be paid for by the party causing the rejected or non-conforming work.
- F. Work done on written instructions of Engineer, other than defective or non-conforming work, shall be paid for by the Owner.
- G. The cost of shop drawing reviewed by the Engineer in excess of two submissions shall be deducted from the Contractor's monthly invoices, based upon a rate of \$100 per hour.

1.5 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

- A. When alterations in the quantities of work not requiring Change Orders, as herein provided for, are ordered and performed, the Contractor shall accept payment in full at the contract price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving Change Orders will be paid for as stipulated in such Change Orders.

1.6 ELIMINATED ITEMS

- A. Should any unit price items contained in the proposal form be found unnecessary for the proper completion of the work contracted, the Engineer may eliminate such unit price items from the Contract, and such action shall in no way invalidate the Agreement, and no allowance will be made for items so eliminated in making final payment to the Contractor.
- B. Should any equipment or material be eliminated under a lump sum item, a Change Order shall be issued as stipulated in the General Conditions.

1.7 PARTIAL PAYMENTS

- A. Partial payments shall be made monthly as the work progresses. All partial invoices and payments shall be subject to correction in the final quantity invoice and payment.
- B. No monthly payment shall be required to be made when, in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract Documents, or when in his judgment the total value of the Work performed since the last payment amounts to less than \$1,000.
- C. Retained amounts shall be limited, except where greater retention is necessary under specific circumstances specifically provided for in the General Conditions.

- D. No partial payment shall be made upon fuels, supplies, lumber, false work, or other materials, or on temporary structures of any kind which are not a permanent part of the Contract.

1.8 FINAL PAYMENT

BLANK

1.9 PAYMENT FOR MATERIAL DELIVERED

- A. When requested by the Contractor, and at the discretion of the Owner, payment may be made for all or part of the value of acceptable, non-perishable materials and equipment which are to be incorporated into the Work, which have not been used and which have been delivered to the construction site and placed in storage places acceptable to the Owner. The Application for Payment shall be accompanied by such data, satisfactory to the Owner, that will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including insurance.

Each subsequent Application for Payment shall include an affidavit of the Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of the Contractor's obligations reflected in prior Applications for Payment. The Owner shall have the right to deduct from the next progress payment an amount equal to payment for said material and/or equipment if reasonable and adequate proof is not submitted.

- B. Materials and equipment, when so paid for by the Owner, shall become the property of the Owner and, in the event of default on the part of the Contractor, the Owner may use, or cause to be used, these materials and equipment in the construction of the Work. The Contractor shall be responsible for any damage to, or loss of, the materials and equipment. The amount thus paid by the Owner shall reduce the estimated amounts due the Contractor as the material is incorporated into the Work.

1.10 DESCRIPTION OF PAY ITEMS

- A. The following pay items describe the measurement of and payment for the work to be done under the respective items listed in the Bid.
- B. Each unit or lump sum price stated in the Bid shall constitute full compensation, as herein specified, for each item of the work completed.

1.11 PAY ITEMS

ITEM NO. 1: MOBILIZATION

- A. Method of Measurement:

1. This item shall be paid for on a lump sum basis.
2. This payment item shall consist of initiating the Contract, and may include such

portions of the following as are required at the beginning of the project: setting up the Contractor's general plant; project signs; shops; storage areas; sanitary and other facilities as required by the Contract Documents, by local or state law, or by regulation; providing access to the site; obtaining necessary permits and licenses, and payment of fees; protecting existing materials; and providing required insurance and bonds.

B. Basis of Payment:

1. The lump sum price bid for mobilization, less retainage, shall be payable to the Contractor in accordance with the following schedule:
 - i. First payment of fifty percent (50%) of the contract lump sum price for Mobilization or 2.5 percent of the adjusted contract price, whichever is less, will be made not later than payment of the first application for payment following the completion of five percent (5%) of the total contract price.
 - ii. Second payment of twenty five percent (25%) of the contract lump sum price for Mobilization or 1.2 percent of the adjusted contract price, whichever is less, will be made not later than payment of the Second application for payment following the completion of fifty percent (50%) of the total contract price.
 - iii. Upon substantial completion of all work on the project, payment of the remainder of the contract lump sum price for Mobilization will be paid.
2. The provisions for payment for this item supersede any provisions elsewhere in the Contract Documents for including the costs of these initial services and facilities in the various items scheduled in the bid.

ITEM NO. 2: 6" DUCTILE IRON WATER MAIN

A. Method of Measurement:

1. This item shall be measured on a linear foot basis.
2. Measurement shall be made as the horizontal distance taken along the centerline of the pipe.

B. Basis of Payment:

1. The unit price shall constitute full compensation for all material, labor, and equipment necessary to furnish and install a 6-inch water main as shown on the Drawings and in the Specifications.
2. The unit price shall include clearing and grubbing of the surface, removal of pavement, excavation, bedding, backfill, and restoration to subgrade as shown in the Drawings and in the Specifications.

3. The unit price shall include removal, storage, rehauling and replacement of all materials encountered during excavation of the trench.
4. The unit price shall include furnishing and placing of all pipe and jointing materials and any fittings, adapters, couplings, thrust restraint fittings and thrust blocks, etc. not covered under separate bid items.
5. The unit price shall include furnishing and installing warning tape and polyethylene encasement.
6. The unit price shall include dewatering and placing and removal of sheeting and bracing.
7. The unit price shall include the support and protection of all utilities and structures.
8. The unit price shall include testing, cleaning and disinfection.
9. The unit price shall include record drawing preparation and all other work incidental to the satisfactory completion of the item for which payment is not provided under other items
10. Payment will be made for ninety (90) percent of the price upon completion of installation; the remaining ten (10) percent upon completing satisfactory testing subject to other retainages set forth in the Contract Documents. Payment for this item may be withheld if the Record Drawings do not reflect the work for which payment is requested.

ITEM NO. 3: 8" DUCTILE IRON WATER MAIN**A. Method of Measurement:**

1. This item shall be measured on a linear foot basis.
2. Measurement shall be made as the horizontal distance taken along the centerline of the pipe.

B. Basis of Payment:

1. The unit price shall constitute full compensation for all material, labor, and equipment necessary to furnish and install an 8-inch water main as shown on the Drawings and in the Specifications.
2. The unit price shall include clearing and grubbing of the surface, removal of pavement, excavation, bedding, backfill, and restoration to subgrade as shown in the Drawings and in the Specifications.
3. The unit price shall include all material, labor, and equipment necessary for connections to existing main.

4. The unit price shall include removal, storage, rehauling and replacement of all materials encountered during excavation of the trench.
5. The unit price shall include furnishing and placing of all pipe and jointing materials and any fittings, adapters, couplings, thrust restraint fittings and thrust blocks, etc. not covered under separate bid items.
6. The unit price shall include furnishing and installing warning tape and polyethylene encasement.
7. The unit price shall include dewatering and placing and removal of sheeting and bracing.
8. The unit price shall include the support and protection of all utilities and structures.
9. The unit price shall include testing, cleaning and disinfection.
10. The unit price shall include record drawing preparation and all other work incidental to the satisfactory completion of the item for which payment is not provided under other items.
11. Payment will be made for ninety (90) percent of the price upon completion of installation; the remaining ten (10) percent upon completing satisfactory testing subject to other retainages set forth in the Contract Documents. Payment for this item may be withheld if the Record Drawings do not reflect the work for which payment is requested.

ITEM NO. 4: 6" MJ GATE VALVE AND BOX

A. Method of Measurement:

1. This item shall be measured on a unit basis with one unit being one MJ gate valve installed complete with retainer glands and a valve box complete with cover as shown on the Drawings and in the Specifications.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all materials, labor, and equipment necessary to furnish and install a 6-inch MJ gate valve and box in accordance with the Contract Documents.
2. The unit price shall include clearing and grubbing of the surface, removal of pavement, excavation, bedding, backfill and restoration to the subgrade as designated on the Contract Documents.
3. The unit price shall include testing, cleaning and disinfection.
4. The unit price shall include record drawing preparation and all other work incidental to the satisfactory completion of the item for which payment is not

provided under other items.

ITEM NO. 5: 8" MJ GATE VALVE AND BOX

A. Method of Measurement:

1. This item shall be measured on a unit basis with one unit being one MJ gate valve installed complete with retainer glands and a valve box complete with cover as shown on the Drawings and in the Specifications.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all materials, labor, and equipment necessary to furnish and install an 8-inch MJ gate valve and box in accordance with the Contract Documents.
2. The unit price shall include clearing and grubbing of the surface, removal of pavement, excavation, bedding, backfill and restoration to the subgrade as designated on the Contract Documents.
3. The unit price shall include testing, cleaning and disinfection.
4. The unit price shall include record drawing preparation and all other work incidental to the satisfactory completion of the item for which payment is not provided under other items.

ITEM NO. 6: HYDRANT ASSEMBLY

A. Method of Measurement:

1. This item shall be measured on a unit basis.
2. The other components of the assembly including the anchor tee, gate valve and box, and piping shall be measured and paid for under their respective pay item.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all materials, labor, and equipment necessary to furnish and install a hydrant, mechanical joint retainer glands, stainless steel threaded rod with stainless steel rod fittings drainage pit, and thrust block as shown on the Drawings and in the Specifications.
2. The unit price shall include clearing and grubbing of the surface, excavation, backfill and restoration to the subgrade as shown on the Drawings and in the Specifications.
3. The unit price shall include cleaning, testing, and painting in accordance with the Drawings and Specifications.
4. The unit price shall include record drawing preparation and all other work incidental to the satisfactory completion of the item for which payment is not

provided under other items.

ITEM NO. 7: POLYSTYRENE INSULATION

A. Method of Measurement:

1. This item shall be measured on a square yard basis.
2. The unit price shall constitute full compensation of all materials, labor, and equipment necessary to furnish and install polystyrene insulation as directed by the Engineer and shown on the Drawings and in the Specifications.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all materials, labor, and equipment necessary to furnish and install polystyrene insulation as directed by the Engineer and shown on the Drawings and in the Specifications.

ITEM NO. 8: 1" COPPER WATER SERVICE – SHORT SIDE

A. Method of Measurement:

1. This item shall be measured on a linear foot basis.
2. This item shall include copper water services installed on the water main side of the street.
3. This item shall include copper water service installed from the main to the curb stop.
4. Measurement shall be made as the horizontal distance taken along the centerline of the pipe.

B. Basis of Payment:

1. The unit price shall constitute full compensation for all materials, labor, and equipment necessary to furnish and install a 1-inch copper water service as shown on the Drawings and in the Specifications.
2. The unit price shall include clearing and grubbing of the surface, removal of pavement, excavation, backfill, and restoration to subgrade as shown in the Drawings and in the Specifications.
3. The unit price shall include removal, storage, rehauling and replacement of all materials encountered during excavation of the trench.
4. The unit price shall include the support and protection of all utilities and structures.
5. The unit price shall include testing, cleaning and disinfection.

6. The unit price shall include record drawing preparation and all other work incidental to the satisfactory completion of the item for which payment is not provided under other items.

ITEM NO. 9: 1" COPPER WATER SERVICE INSTALLED – LONG SIDE**A. Method of Measurement:**

1. This item shall be measured on a linear foot basis.
2. This item shall include copper water services installed on the non-water main side of the street.
3. This item shall include copper water service installed from the main to the curb stop.
4. Measurement shall be measured as the horizontal distance taken along the centerline of the pipe sleeve.

B. Basis of Payment:

1. The unit price shall constitute full compensation for all materials, labor, and equipment necessary to furnish and install a 1-inch copper water service as shown on the Drawings and in the Specifications.
2. The unit price shall include clearing and grubbing of the surface, removal of pavement, excavation, backfill, and restoration to subgrade as shown in the Drawings and in the Specifications.
3. The unit price shall include removal, storage, rehauling and replacement of all materials encountered during excavation of the trench.
4. The unit price shall include the support and protection of all utilities and structures.
5. The unit price shall include testing, cleaning and disinfection.
6. The unit price shall include record drawing preparation and all other work incidental to the satisfactory completion of the item for which payment is not provided under other items.

ITEM NO. 10: 1" COPPER WATER SERVICE INSTALLED**A. Method of Measurement:**

1. This item shall be measured on a linear foot basis.
2. This item shall include the installation of exterior copper water service from the curb stop to the residential dwelling.
3. Measurement shall be measured as the horizontal distance taken along the

centerline of the pipe.

B. Basis of Payment:

7. The unit price shall constitute full compensation for all materials, labor, and equipment necessary to furnish and install a 1-inch copper water service as shown on the Drawings and in the Specifications.
8. The unit price shall include clearing and grubbing of the surface, removal of pavement, removal of sidewalk, excavation, backfill, and restoration to subgrade as shown in the Drawings and in the Specifications.
9. The unit price shall include removal, storage, rehauling and replacement of all materials encountered during excavation of the trench.
10. The unit price shall include the support and protection of all utilities and structures.
11. The unit price shall include testing, cleaning and disinfection.
12. The unit price shall include record drawing preparation and all other work incidental to the satisfactory completion of the item for which payment is not provided under other items.

ITEM NO. 11: 1" CORPORATION STOP

A. Method of Measurement:

1. This item shall be measured on a unit basis with one unit being one corporation stop as shown on the Drawings and in the Specifications.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all materials, labor, and equipment necessary to furnish and install a 1-inch corporation stop including clearing and grubbing of the surface, excavation and backfill to subgrade as shown on the Drawings and in the Specifications.
2. The unit price shall include record drawing preparation and all other work incidental to the satisfactory completion of the item for which payment is not provided under other items.

ITEM NO. 12: 1" CURB STOP

A. Method of Measurement:

1. This item shall be measured on a unit basis with one unit being one curb stop complete with the valve box assembly as shown on the Drawings and in the Specifications.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all materials, labor, and equipment necessary to furnish and install a 1-inch curb stop including clearing and grubbing of the surface, excavation, valve box assembly, gravel bedding and backfill to subgrade as shown on the Drawings and in the Specifications.
2. The unit price shall include record drawing preparation and all other work incidental to the satisfactory completion of the item for which payment is not provided under other items.

ITEM NO. 13: METER ASSEMBLY – SCENARIO 1: UNFINISHED BASEMENT

A. Method of Measurement:

1. This item shall be measured on a unit basis with one unit being a complete meter assembly, connection of new exterior service to interior plumbing, and abandonment of existing service.
2. One meter assembly shall be complete with one meter, one meter horn, one pressure reducing valve, two ball valves, one check valve and pipe supports as shown on the Drawings and in the Specifications.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all materials, labor, equipment and tools necessary to cap and abandon existing water service and fill wall penetration with non-shrink grout.
2. The unit price shall constitute full compensation of all materials, labor, equipment and tools necessary to connect the new water service the existing interior plumbing.
3. The unit price shall constitute full compensation of all materials, labor, equipment, and tools necessary to furnish and install the pressure reducing valve, ball valves, and pipe supports.
4. The unit price shall constitute full compensation necessary to purchase the meter from the Town of Derry Public Works Department (DPW). Installation of the meter is to be performed by DPW.
5. The unit price shall constitute full compensation necessary to purchase the meter horn and check valve from the Town of Derry DPW. The unit price shall also constitute full compensation of all materials, labor, and equipment necessary to install the meter horn and dual check valve.

ITEM NO. 14: METER ASSEMBLY – SCENARIO 2: FINISHED BASEMENT

A. Method of Measurement:

1. This item shall be measured on a unit basis with one unit being a complete meter assembly, connection of new exterior service to interior plumbing, abandonment

of existing service and restoration of drywall.

2. One unit shall be one meter assembly complete with one meter box, one meter horn, one pressure reducing valve, two ball valves, one check valve, pipe supports, and drywall replacement as shown on the Drawings and in the Specifications.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all materials, labor, equipment and tools necessary to cap and abandon existing water service and fill wall penetration with non-shrink grout.
2. The unit price shall constitute full compensation of all materials, labor, equipment and tools necessary to connect the new water service the existing interior plumbing.
3. The unit price shall constitute full compensation of all materials, labor, equipment, and tools necessary to furnish and install the pressure reducing valve, ball valves, pipe supports, and meter box.
4. The unit price shall constitute full compensation necessary to purchase the meter from the Town of Derry Public Works Department (DPW). Installation of the meter is to be performed by DPW.
5. The unit price shall constitute full compensation necessary to purchase the meter horn and check valve from the Town of Derry DPW. The unit price shall also constitute full compensation of all materials, labor, and equipment necessary to install the meter horn and dual check valve.
6. The unit price shall include up to 32-square feet of drywall replacement as shown on the Drawings and in the Specifications.

ITEM NO. 15: WATER SERVICE ISOLATION FOR DUPLEX UNITS

A. Method of Measurement:

1. This item shall be measured on a unit basis.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all materials, labor, and tools necessary to isolate the water service at each duplex unit in accordance with local plumbing codes and as shown on the Drawings and in the Specifications.
2. The unit price shall include removal and capping of the existing pipe interconnection and sealing of the wall penetration.

ITEM NO. 16: SAW CUTTING

A. Method of Measurement:

1. This item shall be measured on a linear foot basis.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all materials, labor, and equipment necessary to saw cut existing pavement and apply emulsified asphalt as shown on the Drawings and in the Specifications.

ITEM NO. 17: CRUSHED GRAVEL

A. Method of Measurement:

1. This item shall be measured on a cubic yard basis.
2. Cubic yards shall be measured along the length of the water main multiplied by the approved trench width and crushed gravel depth

B. Basis of Payment:

1. The unit price shall constitute full compensation of all materials, labor, and equipment necessary to furnish, place, grade and compact crushed gravel (NHDOT 304.3) as shown on the Drawings and in the Specifications.

ITEM NO. 18: TEMPORARY TRENCH PATCH (2-INCH THICKNESS)

A. Method of Measurement:

1. This item shall be measured on a square yard basis.
2. Square yards shall be measured along the length of the water main multiplied by the approved pavement width as shown on the Drawings.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all materials, labor, and equipment necessary to furnish and place Type C (1/2") binder course for the purpose of temporary trench pavement repair as shown on the Drawings and in the Specifications.
2. Pavement outside the limits shown on the Drawings that is cracked, broken or otherwise damaged, as a result of the Contractor's operations, shall be repaired by the Contractor at no additional cost to the Owner.

ITEM NO. 19: PERMANENT TRENCH PATCH (4-INCH THICKNESS)

A. Method of Measurement:

1. This item shall be measured on a square yard basis.
2. Square yards shall be measured along the length of the water main multiplied by the approved pavement width as shown on the Drawings.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all materials, labor, and equipment necessary to furnish and place Type F (3/8") wearing course and Type B (3/4") binder course for the purpose of permanent trench pavement repair as shown on the Drawings and in the Specifications.
2. Pavement outside the limits shown on the Drawings that is cracked, broken or otherwise damaged, as a result of the Contractor's operations, shall be repaired by the Contractor at no additional cost to the Owner.

ITEM NO. 20: RESTORATION OF SURFACES**A. Method of Measurement:**

1. This item shall be measured on a lump sum basis.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all material, labor and equipment necessary for removal and replacement of signage, fencing, mailboxes, and boulder walls, grading and compaction of shoulders, and lawn areas, crushed shoulder gravel as required, landscaping restoration, sidewalk restoration, driveway restoration and all work incidental to satisfactory completion of the item for which payment is not provided under other items.
2. The unit price shall constitute full compensation of all material, labor and equipment necessary to furnish and install loam, seed, fertilizer and mulch. Payment shall be full compensation for all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

ITEM NO. 21: TRENCH LEDGE EXCAVATION AND DISPOSAL**A. Method of Measurement:**

1. This item shall be measured on a cubic yard basis, as uncovered in the field. Ledge quantities shall not be removed until measurements have been verified by the Engineer.
2. The depth used to compute the volume of ledge to be removed shall be measured from the top of ledge to the required trench depth at a trench width as shown on the Drawings and in the Specifications.
3. Removal of the ledge outside of these limits shall be at the Contractor's expense, unless authorized in writing by the Engineer.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all material, labor and equipment necessary to remove and dispose of trench ledge in accordance with the Drawings and Specifications.
2. The unit price shall include costs of backfilling the voids left by ledge removal.

ITEM NO. 22: BOULDER EXCAVATION AND DISPOSAL

A. Method of Measurement:

1. This item shall be measured on a cubic yard basis. Boulder quantities shall not be removed until measurements have been verified by the Engineer.
2. Payment shall only be made for boulders measuring greater than one cubic yard in volume.
3. Cubic yards shall be measured by taking the average length, width, and depth of the boulder as measured by the engineer.
4. Removal of boulders outside of these limits shall be at the Contractor's expense, unless authorized in writing by the Engineer.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all labor and equipment necessary to remove and dispose of all boulders in accordance with the Drawings and Specifications.
2. The unit price shall include costs of backfilling the voids left by boulder removal.

ITEM NO. 23: TRAFFIC CONTROL

A. Method of Measurement:

1. This item shall be measured on a lump sum basis.

B. Basis of Payment:

1. The lump sum price for this item shall constitute full compensation for furnishing a traffic control plan and traffic controls as required for safe management of traffic and prosecution of the work, and as required by the Town of Derry.
2. The lump sum price shall include development of a detailed traffic control plan that shows the location of all traffic control devices, detours, road closures etc., necessary to complete the work.
3. The lump sum price shall include full compensation for making necessary revisions or resubmissions of the traffic control plan as required by the Police

Department and Town Engineer to obtain approval.

4. The lump sum price shall include traffic controls including but not limited to signage, lights, uniformed officers and vehicles, and flaggers.

ITEM NO. 24: WELL ABANDONMENT

A. Method of Measurement:

1. This item shall be measured on a unit basis.

B. Basis of Payment:

1. The unit price shall constitute full compensation of all labor, equipment, and tools necessary for the abandonment of existing public wells in accordance with all local and state regulations as designated on the Drawings and in the Specifications.

ITEM NO. 25: PUMP HOUSE DEMOLITION AND EXISTING EQUIPMENT REMOVAL

A. Method of Measurement:

1. This item shall be measured on a lump sum basis.

B. Basis of Payment:

1. The lump sum price for this item shall constitute full compensation all labor, equipment, and tools necessary for demolition of the existing pump house and removal of mechanical equipment, electrical equipment, tanks, and debris in accordance with all local and state regulations, necessary grading as shown on the Drawings and other work required for or incidental to completion of this item.

ITEM NO. 26: UNSUITABLE MATERIAL

A. Method of Measurement:

1. This item shall be measured on a cubic yard basis and shall be the in-place volume in cubic yards of unsuitable material removed, disposed, and refilled with Select Fill as directed by the Engineer.

B. Basis of Payment:

1. The lump sum price for this item shall constitute full compensation for all labor, equipment, and tools necessary to removal, disposal, directed refill, compaction and all other work incidental to satisfactory completion of this item for which payment is not provided under other items.

End of Section

SECTION 01 26 13

REQUESTS FOR INFORMATION

PART 1 – GENERAL

1.1 GENERAL

- A. The Contractor shall prepare and submit Requests for Information (“RFIs”) if it requires clarification of the Contract Documents. All RFIs shall be in writing using the attached form. The Contractor may email, deliver, or mail RFIs to the Engineer. RFIs from the Contractor’s subcontractors or suppliers will not be accepted or processed.
- B. If the information can be found in the Contract Documents, it will be indicated in the RFI and returned to the Contractor. The Engineer’s time for preparing responses to RFIs that are self-evident in the Contract Documents will be charged to the Contractor.
- C. The Engineer’s review of the RFI will be conducted with reasonable promptness while allowing sufficient time in the Engineer’s judgment to permit adequate review. In general, the Engineer anticipates responding to the RFI within four (4) business days.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 GENERAL

- A. All RFIs shall be numbered sequentially starting with No. 001. The Contractor shall maintain a log of all RFIs submitted including at a minimum the date of submittal, subject and receipt of response from the Engineer. An electronic copy of the following form will be provided to the Contractor.

End of Section

REQUEST FOR INFORMATION

PROJECT: Morningside Drive Water Main Interconnection
and Distribution System Improvements

TO: Verdantas LLC
Attn: Ryan K Minnick
Email: RMinnick@Verdantas.com
186 Granite Street, 3rd Floor, Suite A
Manchester, NH 03101

REQUEST			
Title:		Date:	
Drawing No.:		Specification Section No.:	
Date Response Required:			
Attachments:			
Contractor:		Submitted by:	

RESPONSE			
Verdantas, LLC	Reviewed by:		Date:

SECTION 01 31 13

PROJECT COORDINATION

PART 1 – GENERAL

1.1 SUMMARY

- A.** This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
1. Administrative and supervisory personnel.
 2. General installation provisions.
 3. Cleaning and protection.

1.2 COORDINATION

- A.** Coordination: Coordinate construction activities to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations for proper installation, connection, and operation.
1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 2. Where availability of space is limited, coordinate installation of different components to ensure maximum accessibility for required maintenance, service and repair that meets each component manufacturer's written installation requirements.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B.** Where specified, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C.** Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly and timely progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules.
 2. Installation and removal of temporary facilities.
 3. Delivery and processing of submittals.

4. Progress meetings.
5. Project close-out activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.

E. Utilities: Coordinate Work with applicable utilities within the Project limits. Contact DigSafe at 811 or 888-DIG-SAFE to locate utilities prior to starting Work as well as if damage occurs or if conflicts or emergencies arise during the Work.

1.4 SUBMITTALS

A. Provide the following submittals in accordance with Section 01 33 23 - Submittals.

B. Coordination Drawings: Prepare and submit coordination drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.

1. Show the interrelationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.

C. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other onsite personnel; identify individuals with their duties and responsibilities; list their addresses and telephone numbers.

1. Post copies of the list in the Project meeting room, in the temporary field office, and at each temporary land telephone.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

A. Inspection of Conditions: Require the installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

- B.** Manufacturer's Instructions: Comply with manufacturer's written installation instructions and recommendations to the extent that those instructions and recommendations are more explicit or stringent than the Contract Documents' requirements.
- C.** Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D.** Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and structure movement.
- E.** Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Engineer for final decision.
- F.** Recheck measurements and dimensions before starting each installation.
- G.** Install each component during weather conditions and Project status that meet industry and manufacturer installation requirements. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H.** Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I.** Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Engineer for final decision.

3.2 CLEANING AND PROTECTION

- A.** During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B.** Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C.** Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

End of Section

SECTION 01 31 19

PROJECT MEETINGS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
1. Pre-Construction Conference.
 2. Pre-Installation Conferences.
 3. Coordination Meetings.
 4. Progress Meetings.

1.2 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 15 days after the Effective Date of the Contract and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Engineer and their consultants, the Contractor and its superintendent, major subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
1. Designation of responsible personnel
 2. Owner authority and responsibilities
 3. Contractor authority and responsibilities
 4. Engineer authority and responsibilities
 5. Distribution of Contract Documents
 6. Office, Work, and storage areas
 7. Tentative construction schedule
 8. Temporary utilities
 9. Subcontractors
 10. Equipment deliveries and priorities
 11. Schedule of Values
 12. Preliminary Progress Schedule, critical Work sequencing
 13. Submittals
 14. Procedures for processing Applications for Payment
 15. Preparation of record documents
 16. Procedures for processing field decisions and Change Orders

17. Use of the premises, staging, storage
18. Safety procedures, first aid
19. Security
20. Housekeeping
21. Working hours
22. Project permits
23. Quality control and testing
24. Work of other contractor(s) that Contractor needs to coordinate with to complete the Work
25. Progress meetings

1.4 PRE-INSTALLATION CONFERENCES

- A. Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow shall attend the meeting. Advise the Engineer of scheduled meeting dates.
1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - a. Contract Documents
 - b. Options
 - c. Related Change Orders
 - d. Purchases
 - e. Deliveries
 - f. Shop Drawings, Product Data and quality control Samples
 - g. Possible conflicts
 - h. Compatibility problems
 - i. Time schedules
 - j. Weather limitations
 - k. Manufacturer's recommendations
 - l. Compatibility of materials
 - m. Acceptability of substrates
 - n. Temporary facilities
 - o. Space and access limitations
 - p. Governing regulations
 - q. Safety
 - r. Inspection and testing requirements
 - s. Required performance results
 - t. Recording requirements
 - u. Protection

2. Record significant discussions and agreements and disagreements of each conference along with the approved schedule. Promptly distribute the record of the meeting to everyone concerned including the Owner and Engineer.
3. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.5 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project site at regularly scheduled intervals. Notify the Owner, Engineer, and other concerned parties of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: In addition to representatives of the Contractor, Owner, and Engineer, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine the status of each activity in relation to the Contractor's construction schedule, whether on time, ahead of schedule, or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 2. Review the present and future needs of each entity present, including such items as:
 - a. Interface requirements
 - b. Time
 - c. Sequences
 - d. Deliveries
 - e. Off-site fabrication problems
 - f. Access
 - g. Site utilization
 - h. Temporary facilities and services
 - i. Hours of work
 - j. Hazards and risks
 - k. Housekeeping
 - l. Quality and work standards
 - m. Change orders

- n. Documentation of information for payment requests
 - o. Inspection and acceptance of equipment
 - p. Requirements for equipment start-up
- 3. Status of submittals
- 4. Status of progress payments
- 5. Any conflicts, discrepancies, or other difficulties requiring resolution
- D. Reporting:** No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- 1. **Schedule Updating:** Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

End of Section

SECTION 01 32 23

PROJECT SURVEY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division - 01 General Requirements, apply to this Section.

1.2 SUMMARY

- A. General: This Section specifies administrative and procedural requirements for field engineering services, including, but not necessarily limited to, the following:
 - 1. Layout
 - 2. Civil engineering services

1.3 SUBMITTALS

- A. None

1.4 QUALITY ASSURANCE

- A. All survey work shall be done by a qualified surveyor, as Chief of Party, and qualified assistants experienced in this type of work.
- B. Contractor is responsible for the accuracy of his work and shall maintain all reference points, stakes, etc., throughout the life of the Contract.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Provide all instruments, rods, measures, stakes, ribbons, nails and all other materials and equipment to perform the work of this Section.

PART 3 - EXECUTION

3.1 EXAMINATION

- A.** The Owner will identify control points and will provide horizontal and vertical layout information in digital format sufficient to construct the work.
- B.** It shall be the Contractor's responsibility to preserve control points. Replacement of control points damaged or destroyed by the Contractor shall be at the Contractor's expense.
- C.** Verify layout information shown on the Drawings, in relation to apparent field boundary evidence and existing benchmarks before proceeding with the work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
- D.** The locations of buried utilities and/or structures shown on the drawings should be considered approximate. Before beginning work, investigate and verify the existence and location of underground utilities and other structures.

3.2 PERFORMANCE

- A.** Establish control as needed to properly locate each element of the work. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale drawings to determine dimensions.
- B.** Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference.
 - 1. Record deviations from required lines and levels, and advise the Engineer when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
- C.** Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.
- D.** Existing Utilities: Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in, or affected by construction. Coordinate with local authorities having jurisdiction.

End of Section

SECTION 01 32 33**CONSTRUCTION PHOTOGRAPHS****PART 1 – GENERAL****1.1 DESCRIPTION**

- A. Work covered under this section includes the furnishing of visual records of the work area and work by video and/or still photography.

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

Summary of Work	01 11 13
Project Record Drawings	01 78 39

1.3 QUALITY ASSURANCE

- A. Provide video tape with audio of all streets and easements where construction is to be performed under this contract prior to commencing work. Video tapes shall be recorded while walking the project area. A running audio will state the street or easement area. The project, photographers name, date, and time of day shall be stated at the beginning of the taping of each street or easement.
- B. The Contractor shall video tape with audio all areas along the construction route. Examples being: cracked foundations or paved drives, lawns, ditch lines, mailbox and culvert locations, etc. When noting such items as stated above, audio reference shall be made to location by street, house number or any other identifying land marks.
- C. Provide construction progress photographs during the contract period as directed by the Engineer.
- D. Cost of the video taping and photographs to be considered incidental to the project.

1.4 NEGATIVES

- A. Remain property of photographer.
- B. Maintain negatives for a period of two years from Date of Completion of entire project.
- C. Furnish additional prints during that time, to Owner and Engineer, at commercial rates applicable at time of purchase.

1.5 VIDEO TAPES

- A. Video tapes shall be provided to and will remain the property of the Owner.

- B. Contractor will retain video tape before erasing for a period of two years upon job completion.

PART 2 - PRODUCTS

2.1 PRINTS

- A. Color
- B. Finish: Smooth surface, glossy.

2.2 IDENTIFICATION

- A. Identify each print on front.
 - 1. Name of project.
 - 2. Description of view.
 - 3. Time and date of exposure.
 - 4. Key plan, with location of camera and arrow to indicate the direction of view (structures only).
 - 5. Name and address of photographer.
 - 6. Photographer's numbered identifications of exposure.

2.3 VIDEO TAPES WITH AUDIO

- A. Video tapes shall be in color.
- B. Contractor is advised to playback portions of tape at the beginning of each taping session to assure proper recording of audio and visual.

PART 3 – EXECUTION

3.1 TECHNIQUE

- A. Factual presentation.
- B. Correct exposure and focus.
 - 1. High resolution and sharpness.
 - 2. Maximum depth-of-field.
 - 3. Minimum distortion.

3.2 VIEWS REQUIRED

- A. Photograph from locations to adequately illustrate state of project, or condition of construction.

End of Section

SECTION 01 32 33**SUBMITTALS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A.** Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 01 General Requirements, apply to this Section.

1.2 SUMMARY

- A.** This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;

1. Contractor's construction schedule
2. Submittal schedule
3. Daily construction reports
4. Shop Drawings
5. Product Data
6. Samples

- B.** Administrative Submittals: Refer to other Division - 01 Sections and other Contract Documents for requirements for administrative submittals. Such submittals may include, but are not limited to:

1. Permits
2. Applications for payment
3. Insurance certificates
4. List of Subcontractors
5. Equal Employment Opportunity and Labor Laws

1.3 SUBMITTAL PROCEDURES

- A.** Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay. Provide six (6) copies of submittals to the Engineer for review.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

- a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Engineer will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation:** Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name
 - b. Date
 - c. Name and address of Engineer
 - d. Name and address of Contractor
 - e. Name and address of subcontractor
 - f. Name and address of supplier
 - g. Name of manufacturer
 - h. Number and title of appropriate Specification Section
 - i. Drawing number and detail references, as appropriate
- C. Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.**
 1. On the transmittal record relevant information and requests for data. On the

form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's Certification that information complies with Contract Document requirements.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A.** Prepare a fully developed, horizontal bar chart type Contractor's construction schedule. Submit within 15 days of "Notice to Proceed".
1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values", if applicable.
 2. Within each time bar indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 3. Prepare the schedule on a sheet, or series of sheets, of sufficient width to show data for the entire construction period.
 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
 5. Coordinate the Contractor's construction schedule with the schedule of values (if applicable), list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
- B.** Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by requirements for phased completion to permit work by separate Contractors and partial occupancy by the Owner prior to Substantial Completion.
- C.** Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
- D.** Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E.** Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- F.** Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.5 SUBMITTAL SCHEDULE

- A.** After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within 7 days of the date required for establishment of the Contractor's construction schedule.
- B.** Distribution: Following response to initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- C.** Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.6 SHOP DRAWINGS

- A.** Submit newly prepared information, drawn to accurate scale. Indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis for Shop Drawings.
- B.** Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
1. Dimensions
 2. Identification of products and materials included
 3. Compliance with specified standards
 4. Notation of coordination requirements
 5. Notation of dimensions established by field measurement
 6. Sheet Size: Except for templates, patterns and similar full size drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 24" x 36"
 7. Submittals: Submit six (6) copies of all information to the Engineer for review.

8. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
9. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

1.7 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves.

1.8 SAMPLES

- A. Submit samples as required. Samples include, but are not limited to, physical examples of the work, such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effects, graphic symbols, and units of work to be used by the Engineer or Owner for independent inspection and testing, as applicable to the work.
 1. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
 2. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
 3. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1.9 ENGINEER'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer will review each submittal, mark to indicate action taken, and return promptly.
 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 1. No Exceptions Taken: Where submittals are marked "No Exceptions Taken,"

that part of the work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.

2. Approved As Noted: When submittals are marked "Approved as Noted," that part of the Work covered by the submittal may proceed provided it complies with notations on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
3. Amend and Resubmit: When submittals are marked "Amend and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery of activity. Revise submittal in accordance with the notations; resubmit without delay.
4. Rejected (see remarks): When submittal is marked "Rejected (see remarks)", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Prepare a new submittal; resubmit without delay.

PART 2 - PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

End of Section

SECTION 01 42 16

REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division - 01 General Requirements, apply to this Section.

1.2 DEFINITIONS

- A.** General: Basic Contract definitions are included in the Conditions of the Contract.
- B.** Indicated: The term indicated refers to graphic representations, notes, or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. There is no limitation on location.
- C.** Directed: Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the Engineer, requested by the Engineer, and similar phrases.
- D.** Approve: The term approved, when used in conjunction, with the Engineer's action on the Contractor's submittals, applications, and requests, is limited to the Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- E.** Regulation: The term regulations includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F.** Furnish: The term furnish means supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G.** Install: The term install describes operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H.** Provide: The term provide means to furnish and install, complete and ready for the intended use.
- I.** Installer: An Installer is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations.

Installers are required to be experienced in the operations they are engaged to perform.

1. The term experienced, when used with the term Installer means having a minimum of five previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
 2. Trades: Using terms such as carpentry is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
 3. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no choice or option. However, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
 - a. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
- J.** Project Site is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K.** Testing Agencies: A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format.
- B. Specification Content: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 4. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated, shall be interpolated as the

sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.

5. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to the Engineer for a decision before proceeding.
 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Engineer for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 2. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

- F. The following is a partial listing of organizations and their abbreviations which may apply to the Contract Documents.

AA	Aluminum Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ACPA	American Concrete Pipe Assoc.
AGA	American Gas Association
AI	Asphalt Institute
AIA	American Institute of Architects
AIHA	American Industrial Hygiene Assoc.
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute
API	American Petroleum Institute
AREA	American Railway Engineering Association
ARI	Air conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Assoc.
CBM	Certified Ballast Manufacturers
CE	Corps of Engineers
CFR	Code of Federal Regulations (Available from the Government Printing Office)
CISPI	Cast Iron Soil Pipe Institute
CPSC	Consumer Product Safety Commission
CRSI	Concrete Reinforcing Steel Institute
DHUD	U.S. Department of Housing and Urban Development
EIA	Electronic Industries Association
EIMA	Exterior Insulation Manufacturers Assoc.
EJMA	Expansion Joint Manufacturers Assoc.
EPA	U.S. Environmental Protection Agency (USEPA)
ETL	Electrical Testing Laboratories, Inc.

FAA	Federal Aviation Administration
FCC	Federal Communications Commission
FHA	Federal Housing Administration
FM	Factory Mutual Laboratories
FS	Federal Specification
GSA	General Services Administration
IBR	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electrical and Electronics Engineers
IPCEA	Insulated Power Cable Engineers Association
NAPA	National Asphalt Pavement Assoc.
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electric Code (from NFPA)
NECA	National Electrical Contractors Assoc.
NEMA	National Electrical Manufacturers Assoc.
NEWWA	New England Water Works Association
NFPA	National Fire Protection Assoc.
NPCA	National Paint and Coatings Assoc.
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Assoc.
PCI	Precast/Prestressed Concrete Institute
PS	Product Standard
RD	Rural Development
SCS	U.S. Soil Conservation Service
SDI	Steel Door Institute
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
USDA	U.S. Department of Agriculture
WWPA	Western Wood Products Association

1.5 GOVERNING REGULATIONS AND AUTHORITIES

- A.** The Engineer has contacted authorities having jurisdiction where necessary to obtain information to prepare Contract Documents. Contact authorities having jurisdiction directly for information and decisions regarding the Work.
- B.** Copies of Regulations: Obtain copies of the following regulations and retain at the Project site to be available for reference by parties who have a reasonable need.

1.6 SUBMITTALS

- A.** Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices,

receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 - PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

End of Section

SECTION 01 45 29

TESTING LABORATORY SERVICES

PART 1 -GENERAL

1.1 GENERAL

- A. This Section specifies requirements for testing laboratory services. These services include inspections and tests performed by independent contractors, governing authorities, as well as the Contractor.
- B. Related Work specified elsewhere includes:

Division - 02

1.2 QUALITY ASSURANCE

- A. Duties of the Testing Company: The company engaged to perform inspections and testing shall cooperate with the Engineer and Contractor in performance of its duties, and provide qualified personnel to perform inspections and tests.
 - 1. The agency shall notify the Engineer and Contractor promptly of deficiencies observed during performance of its services.
 - 2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
- B. Coordination: The Contractor and each agency engaged to perform inspections and tests shall coordinate the sequence of activities to accommodate services with a minimum of delay. The Contractor and each agency shall coordinate activities to avoid removing and replacing construction to accommodate inspections and tests.
 - 1. The Contractor is responsible for scheduling inspections, tests, taking samples and similar activities.

1.3 SUBMITTALS

- A. Submit three (3) certified copies of test results from the laboratory to the Engineer.
- B. The Contractor shall submit the name, address, and telephone number of a qualified testing laboratory whose services will be used for the testing required under these Specifications. Provide documentation outlining the experience, ability, facilities, and fees of the proposed laboratory. The Engineer will authorize or reject the use of the proposed laboratory based on evaluation of this information.

1.4 DELIVERY, HANDLING, AND STORAGE

- A. Care shall be taken during the collection, storage, and transportation of samples to prevent disturbances of damage.
- B. Follow recognized procedures for collecting, storing, and transporting samples to the testing laboratory.

1.5 SCHEDULING AND PAYMENT

- A. The Engineer shall determine the date, time, and quantity of samples and tests to be taken unless otherwise specified. The Engineer shall notify the Contractor of his decision to perform testing. It shall be the Contractor's responsibility to notify the testing laboratory and have the testing performed as requested by the Engineer.
- B. Initial testing shall be paid for by the Owner. Retesting necessary due to failing test results and/or non-conforming work shall be at the Contractor's expense.
- C. Every effort shall be made to avoid delays in the Work which may impact scheduled testing. Should testing be impossible due to construction delays, reschedule testing to a date acceptable to the Engineer.
- D. If sampling or testing cannot be performed when required, delay the Work until such testing can be performed. If requested by the Engineer, uncover work which has been covered or hidden without being tested. The Engineer reserves the right to reject any work which cannot be tested, and the Contractor shall be responsible for all costs associated with said rejection.

PART 2 – PRODUCTS**2.1 REPORTING**

- A. All test reports shall be submitted in writing and shall include date, time, and location of the testing or sampling. The report shall also specify the testing method used, the test results, project name, and any other information pertinent to the report.
- B. Each report shall be signed by an officer of the testing laboratory and forwarded to the Engineer.

2.2 PAYMENT

- A. The Owner shall pay the cost of all initial tests. Costs for any testing required because of improperly installed or nonconforming work shall be borne by the Contractor.

PART 3 – EXECUTION

3.1 TESTING AND SAMPLING

- A.** Samples shall be taken by and testing performed by persons who are employed by the testing laboratory and familiar with sampling and testing procedures, unless otherwise directed by the Engineer.
- B.** Provide the representative of the testing laboratory and the Engineer with all materials, equipment, and facilities necessary to secure samples and otherwise perform work under this Section.

End of Section

SECTION 01 77 19

PROJECT CLOSEOUT

PART 1 — GENERAL

1.1 GENERAL

- A.** The NHDES Construction Project Closeout Checklist located in Sect B of the front ends shall be completed and submitted in addition to following this specification section.
- B.** Substantial Completion: Before requesting inspection for Statement of Substantial Completion, complete the following:
 - 1. In the Application for Payment that coincides with the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed substantially complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - 3. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar record information.
 - 4. Change-over permanent locks and transmit keys to the Owner.
 - 5. Complete start-up testing of systems, and instruction of the Owner's personnel. Remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 - 6. Complete final clean up. Touch-up and repair and restore marred exposed finishes.
- C.** Inspection Procedures: On receipt of a request for inspection, the Engineer will proceed or advise the Contractor of unfilled requirements. The Engineer will prepare the Statement of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - 1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.
- D.** Final Acceptance: Before requesting inspection as basis for final acceptance and final payment, complete the following:

End of Section

1. Submit final payment request with releases.
 2. Submit a final statement, accounting for changes to the Contract Sum.
 3. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.
 4. Submit final meter readings for utilities, a record of stored fuel, and similar data as of Substantial Completion.
 5. Submit consent of surety to final payment.
 6. Submit evidence of continuing insurance coverage complying with insurance requirements.
- E. Reinspection Procedure:** The Engineer will reinspect the Work upon receipt of notice that the Work has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer.
1. Upon completion of reinspection, the Engineer will prepare a Statement of final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, reinspection will be repeated.
- F. Record Document Submittals:** Do not use Record Documents for construction purposes; protect from loss in a secure location; provide access to Record Documents for the Engineer's reference.
- G. Record Drawings:** Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark-up these drawings to show the actual installation. Mark whichever drawing is most capable of showing conditions accurately. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
1. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover.
- H. Record Specifications:** Maintain one copy of the Project Manual, including addenda. Mark to show variations in actual Work performed in comparison with the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot be readily discerned later by direct observation. Note related record drawing information and Product Data.
1. Upon completion of the Work, submit record Specifications to the Engineer for

End of Section

the Owner's records.

- I. Maintenance Manuals:** Organize maintenance data into sets of manageable size. Bind in individual heavy-duty 3-ring vinyl-covered binders, thickness as necessary to accommodate contents, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following information:

1. Shop Drawings and Product Data.
2. Wiring diagrams.
3. Spare parts list.
4. Tools and lubricants.
5. Copies of warranties.
6. Start-up and shut-down procedures.
7. Control Sequences.
8. Adjustments.
9. Maintenance schedules.
10. Inspection procedures.
11. Trouble shooting guides.
12. Hazards and safety procedures.
13. Emergency procedures.
14. Maintenance agreements and similar continuing commitments.

- J. Operating and Maintenance Instructions:** Arrange for the installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Include a detailed review of all applicable items listed above.

- K. As part of instruction for operating equipment, demonstrate the following procedures:**

1. Start-up and shutdown.
2. Control Sequences.
3. Adjustments.
4. Inspection procedures.
5. Safety procedures.
6. Emergency operations.

- L. Final Cleaning:** Employ experienced workers for final cleaning. Clean each surface to the condition expected in a commercial building cleaning and maintenance program. Complete the following before requesting inspection for Statement of Substantial Completion:

1. Remove labels that are not permanent labels.
2. Clean transparent materials. Remove glazing compound. Replace chipped or broken glass.
3. Clean exposed hard-surfaced finishes to a dust-free condition, free of stains,

End of Section

films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
5. Clean the site of rubbish, litter and other foreign substances. Sweep paved areas; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

M. Removal of Protection: Remove temporary protection and facilities.

N. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials from the site and dispose of in a lawful manner.

PART 2 — PRODUCTS

Not Applicable

PART 3 — EXECUTION

Not Applicable

End of Section

SECTION 01 78 39

PROJECT RECORD DRAWINGS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Work covered under this Section includes the preparation and submittal of record documents.

1.2 SUBMITTALS

- A. As soon as possible after the completion of the Work, submit record documents as specified in the Section to the Engineer for review and final payment.
- B. The Engineer will retain all materials submitted by the Contractor.

PART 2 – PRODUCTS

2.1 RECORD DRAWINGS

- A. One (1) set of legibly marked plans showing all work as actually installed.

PART 3 – EXECUTION

3.1 RECORD DOCUMENTS

- A. Maintain on-site in a clean, orderly fashion one (1) set of all drawings, specifications, addenda, change orders, test reports, submittals, and all other information pertinent to the work.

3.2 RECORD DRAWINGS

- A. Maintain one (1) set of record drawings which accurately depicts existing conditions on-site, the Work as it is actually installed, and all existing utilities, etc. encountered during the installation of the work.
- B. Legibly mark up one (1) set of drawings with the following information as a minimum:
 - 1. The work as it is actually installed.
 - 2. Location and elevations of all Work as it is installed including limits and quantities of all pay items.

3. Locations, ties, and elevations of all buried utilities, appurtenances, and/or structures.
 4. All approved field changes.
 5. All changes to the work not shown on original construction drawings.
 6. Location of all existing pipes, structures, or obstructions encountered during the performance of work including:
 - i. House location
 - ii. Driveway location
 - iii. Water main location
 - iv. Sewer main location
 - v. Drain location (if any)
 - vi. Catch basin location (if any)
 - vii. Sewer manhole location (if any)
 - viii. Retaining wall location (if any)
 - ix. Other public utilities (electric, telephone, etc.)
 - x. Existing trees within 12 feet of proposed service (if any)
- C. Original site plans may be used in drawing as-builts for sewer and water mains. The actual pipeline installed shall be drawn in red pencil or red ink, as will notes and swing ties.
- D. All newly installed water main gate boxes and hydrant gate boxes must be accurately located and “tied off” from permanent building structures only. Ties taken from poles, catch basins, manholes, other gate boxes, trees and property boundaries are not acceptable. The above requirement may be modified if one “tie” distance is greater than one hundred feet (100’).
1. Service “as built” must show the exact location and depths of new water/sewer services in relation to the building that it serves. All depths between the top of the services and existing ground must be noted.
 2. Water service connection “as-builts” must include “tie” from the building corners to the corporation, the service box, unions, and any points at which the service changes direction. In addition, distances from corporations to curb stops, curb stops to unions, and the point at which the service enters the foundation.
- E. Distances must be accurate to the nearest length of a foot (plus or minus 0.10 foot). Accurate “as-built” plans are dependent on good location and measurements prior to backfill.
- F. Complete “as-built” plans must be submitted to the Department of Public Works, 14 Manning Street, Derry, New Hampshire.

End of Section

SECTION 02 01 00**EXISTING UTILITIES AND UNDERGROUND STRUCTURES****PART 1 – GENERAL****1.1 DESCRIPTION**

- A.** The Engineer and Owner have made limited investigations to determine the locations of underground utilities and structures. Because of the nature of subsurface utilities and the difficulty in determining exact locations, the locations as shown on the plans should be considered approximate. Wherever underground utilities are encountered by the Contractor during construction they shall be protected by the Contractor, at his own expense, until the construction work is complete and the existing structures are made secure. Injury to any such utilities/structures caused by or resulting from the Contractor's work shall be repaired at the Contractor's expense. No additional compensation will be allowed for any delays sustained by the Contractor due to any interference from underground utilities.
- B.** It shall be the Contractor's responsibility to notify Dig Safe and locate all utilities within the construction area prior to proceeding with construction.
- C.** The restoration of existing property shall be done as promptly as practicable and shall not be left until the end of the construction period.
- D.** Cooperation with Utilities:
 - 1. The Contractor shall allow the Owner or its agents and other contractors, and public service corporations, or their agents, to enter upon the work for the purpose of constructing, maintaining, repairing, removing, altering or replacing such pipes, sewers, conduits, manholes, wires, poles, or other structures and appliances as are now located or as may be required or permitted at or on the work by the Engineer.

The Contractor shall cooperate with all aforesaid parties and shall allow reasonable facilities for the prosecution of any other work by the Owner, or of public service corporation, to be done in connection with this work. Care shall be taken at all times to inconvenience abutters as little as possible.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.1 LOCATING EXISTING SERVICE LATERALS

- A. The contractor is responsible for locating all existing underground and aboveground service laterals required to complete the work. Owner will not provide the Contractor any assistance locating existing laterals

3.2 NOTIFICATION TO PROPERTY OWNERS

- A. The Contractor shall be responsible for coordinating access to all private properties.
- B. The Contractor shall be responsible for notifying all property owners, residents, and property management companies for the following situations:
1. Property owners and residents affected by work on public streets: Notify one (1) week prior to commencing any work;
 2. One (1) week prior to commencing any work on, or obtaining access to, private property;
 3. Forty-eight (48) hours prior to commencing work on, or obtaining access to, private property;
 4. Twenty-four (24) hours prior to commencing work on, or obtaining access to, private property;
 5. One (1) day prior to a water service shutdown on private property;
 6. In the event the Contractor returns to private property for additional work, the forty-eight (48) and twenty-four (24) hour notification process shall be repeated; and
 7. In the event the Contractor returns to a public right of way for additional work after initial work has begun, and contractor returns after more than fourteen (14) calendar days, the residents affected by work shall be re-notified one (1) week and forty-eight (48) and twenty-four (24) hours prior to commencing any work
- C. Door tags and notifications shall be provided by the Owner. The Contractor shall Coordinate with Owner three (3) days before collecting the notification materials.
- D. The Contractor shall include the following information on each notification:
1. Contractor Name (Company)
 2. Contractor Superintendent Name
 3. Contractor Phone Number (24-hour)
 4. Project Number
- E. Contractor shall photograph each door hanger placed and submit to the Engineer with the preconstruction photographs taken for each address.

- F. Contractor and its employees shall wear identifying uniform or insignia and/or carry an identification badge showing their affiliation with the Contractor.

3.3 WATER SERVICE ISOLATION

- A. Contractor shall isolate existing services by closing the curb stop if a curb stop exists.
 - 1. In the event Contractor cannot locate curb stop or isolate the water service, the Contractor shall utilize one of the following methods to perform the work:
 - a. Water main shut downs to isolate the service during the meter retrofit of a water service will not be allowed. The Contractor shall be responsible for shutting off the service during the meter retrofit of the water service by crimping the service or utilizing other AWWA approved method.
 - b. If the Contractor cannot isolate the existing lateral service using an existing corporation stop, the Contractor shall submit Freezing Plan to the Engineer for approval documenting means, methods, and equipment to be used.

End of Section

SECTION 02 82 00**PRIVATED PROPERTY RESTORATION****PART 1 – GENERAL****1.1 SUMMARY**

- A. The Contractor shall restore and replace shrubbery, fencing, sod, irrigation systems, decking, concrete, pavers, brick, driveways, interior surfaces, and all other disturbed surfaces or structures to conditions equal to that before the work began and to the satisfaction of the Property Owner and the Engineer.

1.2 SUBMITTALS

- A. Refer to Section 01 33 23 Submittal for submittal requirements.
- B. Preconstruction Inventory
 - 1. The Contractor shall conduct and provide a submittal of a Preconstruction Inventory.

1.3 CLOSEOUT SUBMITTALS

- A. Refer to Section 01 77 19 Project Closeout for submittal requirements.

PART 2 - PRODUCTS**2.1 PRECONSTRUCTION INVENTORY**

- A. The Preconstruction Inventory is intended for the mutual benefit of the private property owner, the Contractor, and the Owner. In the event of discrepancies regarding the preconstruction conditioning disagreements will reserved using documentation obtained during the preconstruction inventory. In the absence of suitable documentation, the Contractor shall be responsible for making any and all corrections deemed necessary by the private property owner and the Engineer.
- B. The Preconstruction Inventory shall consist of photographs and/or videos of all existing conditions within the limits of construction. The address of each property within the project area shall be clearly identified on each photograph. Pre-construction photographs shall be submitted and accepted by the Engineer prior to the start of construction. Photographs shall include all pavement and landscaping features within the construction area. The Contractor shall submit as many photographs as necessary to clearly depict the condition of the existing pavement and landscaping features. Special

- emphasis shall be placed on existing pavement, structures, flowerbeds, trees, fences, or any other items in close proximity to the construction area.
- C. Upon completion of work at each property, the Contractor shall have post-construction photographs taken at the same locations that the pre-construction photos or video were taken. All photographs or video shall be taken with a digital still camera recorder and provided to the Engineer on an external USB drive.
 - D. Each USB drive shall be formatted as follows:
 - 1. For digital photographs, a folder shall be established for each street within the project area. Each street folder shall contain subfolders titled for each address that a meter installation has been performed.
 - E. When submitting pre-construction or post-construction photographs, the Contractor shall provide a table of contents identifying each external USB drive submitted and the folder/chapter content therein. The table of contents shall be indexed on the external USB drive.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 30 19 – Project Meetings: Verification of existing conditions before starting work.
- B. The Engineer shall conduct post-construction inspection of the private property restorations. The Engineer shall prepare a report of findings and punch-list items required for final completion. The post-construction inspection shall compare pre-construction and post-construction conditions for every private property parcel where work was performed by the Contractor. The report will be reviewed and approved by the Engineer and the OWNER.

3.2 MAINTENANCE

- A. All disturbed private property restorations shall be carefully maintained by the Contractor as necessary to secure a restored condition. The Contractor shall be responsible for the condition of private property restorations for a period of six (6) months from the date of final completion.

End of Section

SECTION 31 08 00

RESTORATION OF SURFACES

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Work covered in this Section includes the restoration of surfaces and items disturbed during the Work.
- B. Related work described elsewhere:

Earthwork

Division - 31

1.2 QUALITY ASSURANCE

- A. Restoration of surfaces and items shall be done in accordance with the requirements of those authorities having jurisdiction.
- B. Existing pavements and bituminous walks shall be replaced using new pavement equal to or better than the existing in quality and thickness, except where otherwise specified. Pavements shall be free from all noticeable sags, humps, cracks, or other defects.
- C. Replacement curbing shall be of the same size, material, and appearance as adjoining curbing.
- D. Grassed and vegetated areas shall be loamed and replanted with healthy vegetation of a type and quality equal to or superior to existing vegetation.
- E. Miscellaneous items including but not limited to mailboxes, fencing, signage, etc. shall be carefully removed and replaced.

1.3 SUBMITTALS

- A. Submittals shall be submitted in accordance with Section - 01 33 23 “Submittals”.

1.4 SCHEDULING

- A. All surfaces shall be restored as soon as possible after completion of that portion of the Work.

PART 2 – MATERIALS

2.1 NEW MATERIALS

- A. New materials shall comply with the requirements of the authority having jurisdiction.

2.2 REUSED MATERIALS

- A. Items such as granite curbs, fencing, signs, walks, etc. which have been disturbed during the Work may be replaced with existing materials when, in the opinion of the Engineer, such materials are in acceptable condition.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Prior to restoring any surfaces, carefully inspect the Work to ensure that the work is complete. Unnecessary disturbance of restored surfaces is to be avoided.

3.2 PLANTS

- A. Replace in their original locations all surviving, health plants, shrubs, trees, etc. which were removed during installation of the Work.
- B. Replace with the same type and size any vegetation which does not survive moving.

3.3 GRASS AND LAWNS

- A. Grassed areas are to be restored in accordance with Section 32 92 00 “Loaming, Seeding, and Fertilizing”.

3.4 BITUMINOUS PAVING

- A. All Work shall conform to Section 32 12 16.31 “Bituminous Concrete Pavement – NH”.
- B. Replace all pavement markings immediately after installation of new pavement.

3.5 MISCELLANEOUS

- A. Replace miscellaneous items such as fencing, gates, signage, mailboxes, etc. in the same location as soon as possible after installation of the Work.

End of Section

SECTION 31 11 00

CLEARING, GRUBBING, and STRIPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Protection of existing trees
 - 2. Removal of trees and other vegetation
 - 3. Topsoil stripping
 - 4. Clearing and grubbing
 - 5. Removing above-grade improvements
 - 6. Removing below-grade improvements

1.3 PROJECT CONDITIONS

- A. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.
 - 1. Protect improvements on adjoining properties and on Owner's property.
 - 2. Restore damaged improvements to their original condition, as acceptable to property owners.
- C. Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.
 - 3. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.

4. Provide protection for roots over 1-1/2 inch diameter that are cut during construction operations. Coat cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
 5. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in a manner acceptable to Engineer. Employ a competent arborist to repair damages to trees and shrubs.
 6. Replace trees which cannot be repaired and restored to full-growth status, as determined by arborist.
- D. Salvageable Equipment and Materials:** Carefully remove any items indicated to be salvaged, and store on Owner's premises where indicated or directed.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.1 SITE CLEARING

- A. General:** Remove trees, shrubs, grass and other vegetation, improvements, or obstructions as required to permit installation of new construction. Do not exceed clearing limits shown on the plans and clear only the minimum area required to install the work. Excessive clearing is to be avoided.
1. Cut minor roots and branches of trees indicated to remain in a clean and careful manner, where such roots and branches obstruct installation of new construction.
- B. Clearing and Grubbing:** Clear indicated areas of site of trees, shrubs and other vegetation, except for those indicated to be left standing.
1. Completely remove stumps, roots, and other debris protruding through ground surface. Stockpile separate from other materials to avoid contamination.
 2. Use only hand methods for grubbing inside drip line of trees indicated to remain.
 3. Fill depressions caused by clearing and grubbing operations with common earth, unless further excavation, earthwork or surface treatment is indicated.
 - a. Unless indicated otherwise, place fill material in horizontal layers not exceeding one (1) foot loose depth, and compact to a density nearly equal to that of adjacent, original ground.

- C. Removal of Improvements: Remove existing above-grade and below-grade improvements as indicated and as necessary to facilitate new construction.

3.2 DISPOSAL OF WASTE MATERIALS

- A. Removal from Owner's Property: Remove and properly dispose of stumps, waste materials and unsuitable or excess earth materials off site unless otherwise directed by the Engineer.

End of Section

SECTION 31 23 16

EARTHWORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work covered by this Section includes Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 01 and Division 31 Specification Sections.
- B. Work performed under this Section is intended to conform with State of New Hampshire, Department of Transportation, “Standard Specifications for Road and Bridge Construction (latest revision)”.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrade, subbase and base for building slabs, walks, and pavements.
 - 2. Excavating, trenching and backfilling of underground utilities, structures and foundations.
 - 3. Preparing subgrade and installing earthen material courses for site projects.

1.3 DEFINITIONS

- A. Borrow consists of approved material required for the construction of fills or other portions of the work, and shall be obtained from approved sources, which sources may be designated in the Contract.
- B. Earth consists of clay, loam, sand, gravel, topsoil and other materials not otherwise classified.
- C. Excavation consists of removal of material encountered to subgrade elevations or dimensions indicated and subsequent disposal of materials removed, classified as follows:
 - 1. Earth Excavation includes excavation of pavements and other obstructions visible on surface; underground structures, utilities, and other items indicated to be demolished and removed; together with earth and other materials encountered that are not classified as rock or unauthorized excavation.
 - a. Common Earth Excavation consists of all excavation other than Trench Earth Excavation and Rock Excavation.

- b. Trench Earth Excavation consists of excavations for pipelines, cables, conduits, manholes and other related work where the bottom-width limit of excavation does not exceed 8 feet.
- 2. Rock Excavation consists of all solid rock which cannot be removed without blasting or ripping. Intermittent drilling, blasting, or ripping performed to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation.
 - a. Site Rock Excavation consists of all rock excavation other than Trench Rock Excavation and includes the excavation of boulders and parts of masonry structures when found to measure 2 cubic yards or more.
 - b. Trench Rock Excavation consists of rock excavation where solid rock and boulders or parts of masonry structures found to measure 1 cubic yard of more are removed from trenches where the bottom-width limit of excavation does not exceed 8 feet.
- 3. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor's expense.
 - a. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to Engineer.
 - b. In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Engineer.
- 4. Additional Excavation: When excavation has reached required subgrade elevations, notify Engineer, who will observe subgrade conditions. If Engineer believes that bearing materials at required subgrade elevations are unsuitable, continue excavation until suitable bearing materials are encountered and replace excavated material as directed by Engineer.
 - a. Removal of unsuitable material and its replacement as directed will be paid on basis of Conditions of the Contract relative to changes in work.
- D. Subgrade consists of the undisturbed earth or the compacted soil layer immediately below indicated surface treatment systems.

- E. Structure: Buildings, foundations, slabs, tanks, curbs, or other man-made stationary features occurring above or below ground surface.
- F. Unstable Material consists of debris, frozen materials, topsoil, quick-sand, and all wet, soft or loose material which does not provide sufficient bearing capacity to satisfactorily support pipes or other work.
- G. Unsuitable Material consists of excavated material which does not meet requirements for backfilling purposes and includes solid and loose rock and unstable material.
- H. Paved Areas consist of the area which lies directly under a paved surface, whether it is asphalt, concrete, or other paving materials.
- I. Select Fill – Consists of Select Earth, imported sand and or other granular materials as specified and/or approved by the Engineer.
- J. Earth Overburden – Earth overlying solid rock and in place during blasting operations or earth not classified as Select or Common Earth.
- K. Pipe Bedding – Sand, crushed stone, or other processed granular materials as approved by the Engineer. Pipe bedding material(s) shown on the Drawings take precedence over this paragraph.
- L. Wood Sheeting and Bracing – Sound timber, free from defects which might impair its strength and effectiveness.
- M. Steel Sheeting and Bracing – ASTM A328.
- N. Backfill – General – To the extent suitable materials are available, backfill shall consist of excavated material. Where excavation does not provide sufficient approved material, import additional material from off-site.
- O. Backfill-Trenches – Select fill from pipe bedding material up to a minimum of 12” over the top of pipe; suitable Common Earth, Select Earth, of Select Fill for the remainder of the trench. Backfill materials shown on the Drawings take precedence over this paragraph.
- P. Backfill – Around Structures – In paved areas, Select Fill, or a better material when required, for the full depth. In unpaved areas, Select Fill for the full depth. Backfill materials shown on the Drawings take precedence over this paragraph.
- Q. Concrete for Cradles and Encasements – Class C concrete.

1.4 SUBMITTALS

- A.** Test Reports: Submit the following reports directly to Engineer from the testing services, with copy to Contractor:
1. Certified copies of all results of moisture-density tests and field compaction density tests.
 2. Gradations of materials proposed for use in the Work.
 3. Copies of measurements and computed volumes of unstable material removed.
 4. Certification from testing laboratory that materials meet permeability requirements at required compaction.
 5. Verification of suitability of each footing subgrade material, in accordance with specified requirements.
 6. Report of actual unconfined compressive strength and/or results of bearing tests of each strata tested.

1.5 QUALITY ASSURANCE

- A.** All fill material shall be subject to the approval of the Engineer.
- B.** Codes and Standards: Perform excavation work in compliance with applicable requirements of authorities having jurisdiction.
- C.** Testing and Inspection Service: Contractor shall employ and pay for (unless specified otherwise) a qualified independent geotechnical testing laboratory to perform soil testing and inspection service during earthwork operations.
- D.** Testing Laboratory Qualifications: To qualify for acceptance, the geotechnical testing laboratory must demonstrate to Engineer's satisfaction, based on evaluation of laboratory-submitted criteria conforming to ASTM E 699, that it has the experience and capability to conduct required field and laboratory geo-technical testing without delaying the progress of the Work.
- E.** Moisten or dry backfill to the proper moisture content as determined in accordance with ASTM D1577.

1.6 PROJECT CONDITIONS

- A.** Site Information: Subsurface explorations data, if made available to the Contractor, is for informational purposes only. Conditions are not intended as representations or warranties of accuracy or continuity between subsurface explorations. The Owner will not be responsible for interpretations or conclusions drawn from this data by Contractor.
1. Additional test pits, borings or other explorations may be performed by Contractor, at the Contractor's option; however, no change in the Contract Sum will be authorized for such additional explorations.

- B. Existing Utilities:** Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.
1. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
 2. Do not interrupt existing utilities serving facilities occupied by Owner or others, during occupied hours, except when permitted in writing by Engineer and then only after acceptable temporary utility services have been provided.
 - a. Provide minimum of 48-hour notice to Engineer, and receive written notice to proceed before interrupting any utility.
 3. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shutoff of services if lines are active.
- C. Use of Explosives:** Use of explosives is prohibited.
- D. Protection of Persons and Property:** Barricade open excavations occurring as part of this work per applicable regulatory requirements.
1. Operate warning lights as recommended by authorities having jurisdiction.
 2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
 3. Perform excavation by hand within drip-line of large trees to remain. Protect root systems from damage or dry-out to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with moistened burlap.
- E. Maintain excavations and trenches free of groundwater, sewage, storm water, ice and snow.**
- F. Backfilling with frozen materials or when materials already in place are frozen is not permitted.**

DELIVERY, STORAGE, AND HANDLING

- A. Segregate topsoil, excavated materials, and other earth materials on the site to prevent contamination.**

- B. Store excavated materials meeting the requirements for backfill a sufficient distance away from excavations and trenches to avoid overloading and to prevent slides or cave-ins. Do not store materials on, over, or adjacent to structures or utilities, which may collapse or become damaged due to the added weight. Remove excess excavated material promptly and dispose of off- site.
- C. No construction activity, access, storage or other use shall take place beyond the construction easement boundaries.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Common Earth – Clay, loam, sand, gravel, topsoil and similar materials which may contain some stones, pebbles, lumps and rock fragments up to 6” in largest dimension, but does not contain debris, organic or frozen material.
- B. Select Earth – Sand, gravel and similar materials which may contain small amounts of stones, pebbles, or lumps over 1” but not over 2” in largest dimension, but does not contain clay, silt, loam, organic material, debris and frozen material.
- C. Embankment Fill: Shall have no stones larger than six inches in size, organic material or debris, construction debris, clumps of silt or clay, or other deleterious materials.

Gradation:	Passing 6” Sieve	=	100%
	Passing No. 4 Sieve	=	70-100%
	Passing No. 40 Sieve	=	40-80%
	Passing No.100 Sieve	=	25-60%
	Passing No.200 Sieve	=	20-45%

- D. Sand - Conforming to NHDOT Item No. 304.1.

Gradation:	Passing 6” Sieve	=	100%
	Passing No. 4 Sieve	=	70-100%
	Passing No.200 Sieve	=	0-12%
	(Based on Fraction Passing No. 4)		

- E. Gravel (Bank Run) – Conforming to NHDOT Item No. 304.2.

Gradation:	Passing 6” Sieve	=	100%
	Passing No. 4 Sieve	=	25-70%
	Passing No.200 Sieve	=	0-12%
	(Based on Fraction Passing No. 4)		

- F. Screened Gravel – Uniformly graded, clean, hard, and durable particles free from an excess of soft, thin, elongated, laminated, or disintegrated pieces and be free from silt, loam, clay, or organic matter.

Gradation:	Passing 1-1/2" Sieve	=	100%
	Passing 3/4" Sieve	=	90-100%
	Passing 3/8" Sieve	=	0-30%
	Passing No. 4 Sieve	=	0-5%

- G. Pea Gravel:** Natural stone, washed free of clay, shale and organic matter, graded in accordance with ANSI/ASTM C136 to the following: maximum size 5/8 inch, minimum size 1/4 inch.

- H. Crushed Gravel** – Conforming to NHDOT Item No. 304.3.

Gradation:	Passing 3" Sieve	=	100%
	Passing 2" Sieve	=	95-100%
	Passing 1" Sieve	=	55-85%
	Passing No. 4 Sieve	=	27-52%
	Passing No. 200 Sieve	=	0-12%
	(Based on Fraction Passing No. 4)		

- I. Crushed Aggregate For Shoulders** - Conforming to NHDOT Item No. 304.33.

Gradation:	Passing 1-1/2" Sieve	=	100%
	Passing 1" Sieve	=	90-100%
	Passing No. 4 Sieve	=	30-65%
	Passing No. 200 Sieve	=	0-10%
	(Based on Total Sample)		

- J. Crushed Stone (Fine)** - Conforming to NHDOT Item No. 304.4.

Gradation:	Passing 2" Sieve	=	100%
	Passing 1-1/2" Sieve	=	85-100%
	Passing 3/4" Sieve	=	45-75%
	Passing No. 4 Sieve	=	0-45%
	Passing No. 200 Sieve	=	0-5%
	(Based on Total Sample)		

- K. Crushed Stone (Course)** – Conforming to NHDOT Item No. 304.5.

Gradation:	Passing 3-1/2" Sieve	=	100%
	Passing 3" Sieve	=	85-100%
	Passing 1-1/2" Sieve	=	60-90%
	Passing 3/4" Sieve	=	40-70%
	Passing No. 4 Sieve	=	15-40%
	Passing No.200 Sieve	=	0-5%
	(Based on Total Sample)		

- L. Loam (Topsoil)** – Loam shall be the surface layer of natural workable soil containing 3% minimum to 10% maximum organic matter (determined by loss by ignition), capable of sustaining the growth of vegetation, with no admixture of refuse or material toxic to plant growth. It shall be relatively free from stones, lumps, stumps or similar objects larger than 1" in greatest diameter, sterile soil, roots and brush. Ordinary sods of herbaceous growth such as grass and non-noxious weeds will be permitted. The loam shall be free from subsoil. The acidity range of the loam prior to treatment as specified herein shall be between pH 5.0 and 6.0 inclusive. Not more than 65% shall pass the No. 200 Sieve as determined by the wash test in accordance with ASTM D 1140. No more than 20% of the material passing the No. 4 Sieve shall consist of clay particles.
- M. Silt** - Silt Loam or Silt, at least 50% of material by weight shall have a particle size less than 0.05 mm. The material shall be free of debris, frozen material, and stones greater than 3" in largest dimension. The saturated permeability of the compacted material shall not exceed 1×10^{-5} as determined by the U.S. Army Corps of Engineers "Falling Head Permeability Test EM1110-2-1906, Appendix 7", when compacted to 85% of the maximum density obtainable at optimum moisture content (as determined by ASTM D1557, Method C).
- N. Spalls** - Stones or broken rock ranging downward from the maximum size indicated.
- O. Stabilization Fabric**: "Mirafi Filterweave FW 700" or approved equivalent.
- P. Stone Filter Blanket** - Clean durable fragments of either ledge rock, boulders or both, reasonably free of thin or elongated pieces and organic material.

Gradation:	Passing 5" Sieve	=	100%
	Passing 4" Sieve	=	85-100%
	Passing 1-1/2" Sieve	=	20-55%
	Passing 3/4" Sieve	=	0-25%

- Q. Structural Fill** – Hard durable particles or fragments of stone, gravel and natural sand free from deleterious amounts of clay, silt or organic matter. At least 30 percent of the materials retained on the No. 4 sieve shall have a fractured face.

Gradation:	Passing 2" Sieve	=	100%
	Passing 1-1/2" Sieve	=	90-100%
	Passing No. 4 Sieve	=	30-60%
	Passing No. 100 Sieve	=	0-12%
	Passing No. 200 Sieve	=	0-5%
(Based on Fraction Passing No. 4)			

- R. Pipe Bedding** – Sand free from stone or organic matter.

Gradation:	Passing 3" Sieve	=	100%
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Passing No. 4 Sieve	=	70-100%
Passing No. 8 Sieve	=	0-12%

PART 3 – EXECUTION

3.1 EXCAVATION - GENERAL

- A. Notify "Dig Safe" (800-225-4977) of intended excavation.
- B. Identify and mark known underground utilities.
- C. Identify required lines, levels, contours and datum.
- D. Comply with local codes, ordinances, and requirements of agencies having jurisdiction.
- E. Do not perform rock excavation work until material to be excavated has been measured and classified by Engineer.

3.2 STABILITY OF EXCAVATIONS

- A. Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- B. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.
 - 1. Provide permanent steel sheet piling or pressure-creosoted timber sheet piling wherever subsequent removal of sheet piling might permit lateral movement of soil under adjacent structures. Unless indicated otherwise, cut off tops a minimum of 2.5 feet below final grade and leave permanently in place.

3.3 DEWATERING

- A. Prevent surface and ground water from flowing into excavations and from flooding project site and surrounding area.
 - 1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations without

erosion or sedimentation.

2. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.

3.4 STORAGE OF EXCAVATED MATERIALS

- A. Stockpile excavated materials acceptable for backfill and fill where directed. Place, grade, shape and stabilize stockpiles as necessary to prevent storm water erosion.
 1. Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.
 2. Dispose of excess excavated soil material and materials not acceptable for use as backfill or fill.

3.5 EXCAVATION FOR STRUCTURES

- A. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 foot, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete form-work, installation of services, and other construction and for inspection.
 1. Excavations for footings and foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.
 2. For pile foundations, stop excavations from 6 inches to 12 inches above bottom of footing before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
 3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Structures: Conform to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot; plus a sufficient distance to permit placing and removal of concrete form-work, installation of services, and other construction and for inspection. Do not disturb bottom of excavations, intended for bearing surface.

3.6 EXCAVATION FOR PAVEMENTS

- A. Cut surface under pavements to comply with cross-sections, elevations and grades as indicated.

3.7 TRENCH EXCAVATION FOR PIPES AND CONDUIT

- A.** Excavate trenches in such manner and to such widths as give suitable room for laying, jointing, and bedding the pipe, furnish and place sheeting, as necessary, and for de-watering and maintaining the trench in a dry condition.
- B.** All pavement is to be cut prior to excavation. The Contractor shall at all times exercise care not to excavate outside the trench limiting lines as shown on the drawings. No extra allowance will be given for back filling, rock removal, paving, or other work resulting from excavation beyond these lines.
- C.** Where it is necessary for pipes to be laid in fill, place Select fill in uniform horizontal layers not over 6" in compacted thickness. Carry fill up to elevation at least two feet above the elevation of the top of the pipe to be laid and then excavate trench.
- D.** Bedding requirements are detailed on the plans.
- E.** Excavate trenches and conduit to depth indicated or required to establish indicated slope and invert elevations and to support bottom of pipe or conduit on undisturbed soil or compacted bedding material as indicated. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
 - 1. Carry excavation 6 inches below invert elevation and backfill with a 6-inch layer of sand bedding prior to installation of pipe.
 - 2. For pipes or conduit less than 6 inches in nominal size, and for flat bottomed, multiple duct conduit units, hand excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil or compacted bedding material as indicated.
 - 3. For pipes or conduit 6 inches or larger in nominal size, shape trench bottom or bedding to fit bottom of pipe for 90 degrees (bottom 1/4 of the circumference). Where no bedding is indicated, fill depressions with granular fill-sand and tamp. At each pipe joint, dig bell holes to relieve pipe bell of loads to ensure continuous bearing of pipe barrel on bearing surface.
 - 4. If in the opinion of the Engineer, the material at or below the normal grade of the bottom of the trench is unsuitable for foundation, it shall be removed to the depth directed by the Engineer and replaced by an approved second gravel.
- F.** If the Contractor excavates below grade through error or his own convenience, or through failure to properly de-water the trench, or disturbs the sub-grade before de-watering is sufficiently complete, may be directed by the Engineer to excavate below grade, in which case the work of excavating below grade and furnishing and placing the refill shall be performed at his own expense.

- G. Surplus material excavated from trench and abandoned pipe and utilities, broken pavement, masonry, reinforced concrete, and other materials encountered in the excavation and not suitable for landfill, becomes the property of the Contractor and must be disposed of appropriately.

3.8 COLD WEATHER PROTECTION

- A. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.9 REQUIREMENTS PRIOR TO BACKFILLING

- A. Backfill excavations as promptly as work permits, but not until completion of the following:
 1. Acceptance of construction below finish grade including, where applicable, damp-proofing, waterproofing, and perimeter insulation.
 2. Inspection, testing, approval, and recording locations of underground utilities have been performed and recorded.
 3. Removal of concrete form-work.
 4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.
 5. Removal of trash and debris from excavation.
 6. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
 7. Inspection, testing and approval of subgrade.

3.10 SUBGRADE PREPARATION

- A. Clear, grub and dispose of vegetation. Strip humus, excavate unsuitable materials and remove obstructions. Uniformly grade subgrade to indicated lines, grades and acceptable grading tolerances. Grade subgrade to be free of non-draining depressions where practical.
- B. When subgrade density is less than that specified under "Compaction" for particular area classification, break up surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.
- C. Unless otherwise indicated, roughen sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

3.11 GENERAL BACKFILL AND FILL PLACEMENT

- A.** Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
- B.** Place backfill and fill materials in layers not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 6 inches in loose depth for material compacted by hand-operated tampers.
- C.** Place backfill and fill materials evenly adjacent to structures, piping, or conduit to required elevations. Prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping, or conduit to approximately same elevation in each lift.
- D.** Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and that are carried below bottom of such footings or that pass under wall footings. Place concrete to level of bottom of adjacent footing.
 - 1. Do not backfill trenches until tests and inspections have been made and backfilling is authorized by Engineer. Use care in backfilling to avoid damage or displacement of pipe systems.

3.12 PLACING SUB-PAVEMENT GRAVEL COURSES

- A.** General: Sub-pavement gravel courses consist of placing subbase and base gravel materials, in layers of specified thickness, over subgrade surface to support pavements.
 - 1. Refer to other Division - 31 sections for paving specifications.
- B.** Grade Control: During construction, maintain lines and grades including crown and cross-slope of sub-pavement gravel courses.
- C.** Shoulders: Place shoulders along edges of sub-pavement gravel courses to prevent lateral movement. Construct shoulders of acceptable soil materials, placed in such quantity to compact to thickness of each sub-pavement gravel course layer. Compact and roll at least a 12-inch width of shoulder simultaneous with the compaction and rolling of each layer of sub-pavement gravel.
- D.** Placing: Place sub-pavement gravel course material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting sub-pavement gravel material during placement operations.
 - 2. When a compacted sub-pavement gravel course is indicated to be 6 inches thick or less, place material in a single layer. When indicated to be more than 6 inches thick, place material in equal layers, except no single layer shall be more than 6

inches or less than 3 inches in thickness when compacted.

3.13 PLACING SLAB STRUCTURAL FILL COURSE

- A. General: Structural fill course consists of placement of structural fill material, in layers of indicated thickness, over subgrade surface to support concrete building slabs.
- B. Placing: Place structural fill material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting material during placement operations.
 - 1. When a compacted structural fill course is indicated to be 6 inches thick or less, place material in a single layer. When indicated to be more than 6 inches thick, place material in equal layers, except no single layer shall be more than 6 inches or less than 3 inches in thickness when compacted.

3.14 BACKFILLING TRENCHES

- A. Pipe Bedding – Bedding requirements shall be as shown on the plans. Place fill by hand in not greater than 6 inch compacted layers.
- B. 12" Over Pipes – Provide 12 inches of Select Fill over the top of the pipe as detailed on the plans. Place fill by hand in not greater than 6 inch layers. Bring Select Fill up evenly on both sides of pipes and carefully and thoroughly compact.
- C. Remainder of Trench – Paved Areas – Select Fill, Select Earth, or Common Earth placed no greater than 12 inch compacted layers.
- D. Remainder of Trench – Other Areas – Select Fill, Select Earth, or Common Earth placed no greater than 12 inch compacted layers.

3.15 BACKFILLING AROUND STRUCTURES

- A. Uniformly spread and deposit backfill in horizontal layers, not over twelve inches in compacted thickness. Take special precautions to prevent damage to new construction.
- B. In paved areas, backfill with Select Fill for the full depth. In unpaved areas, backfill with Select Fill, Select Earth or Common Earth.

3.16 SHEETING AND BRACING

- A. Provide and maintain adequate sheeting and bracing as required for the safety and protection of the Work, persons and adjacent property and structures in accordance with federal, state and local laws, codes ordinances, and standards.

- B. Where sheeting is placed along side pipe and extends below mid-diameter, it shall be cut off and left in place to an elevation not less than one foot above the top of the pipe. The Engineer may, at his discretion, order sheeting and bracing to be cut-off and left in place. Where, in the opinion of the Contractor, damage may result from withdrawing sheeting, he shall immediately notify the Engineer. Sheeting ordered left in place adjacent to piping shall be cut-off at least three feet below grade but not less than one foot above the top of the pipe.
- C. Contractor is fully responsible for the design and construction of all sheeting and bracing used and for all damages resulting from improper quality, strength, placing, maintenance or removal of sheeting and bracing.

3.17 UNSTABLE MATERIALS

- A. Remove unstable materials in excavations and trench bottoms which are incapable of supporting pipes or structures, to the extent and depths directed by the engineer, and properly dispose of off-site. Refill and compact the excavation as required.
- B. Whenever the material encountered is, in the Contractor's opinion, incapable of providing adequate support, he shall immediately notify the Engineer.

3.18 DISPOSAL OF EXCAVATED MATERIALS

- A. Excavated materials which meet the requirements for embankment fill or backfill may be used for constructing embankments and backfilling, as possible. Remove excess excavated materials and dispose of off-site.
- B. The storing and stockpiling of unsuitable material on-site is not permitted.

3.19 COMPACTION AND MOISTURE CONDITIONING

- A. Control soil and fill compaction and moisture conditioning, providing minimum percentage of density specified for each area classification indicated below or in accordance with Section 31 23 23.23. Correct improperly compacted areas or lifts as directed by Engineer if soil density tests indicate inadequate compaction.
 - 1. Percentage of Maximum Density Requirements: Compact soil to not less than 95% of maximum density, in accordance with ASTM D 1557, Method C.
 - 2. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in minimum quantity as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.
 - a. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

- b. Stockpile or spread soil material that has been removed because it is too wet to permit compaction. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.

3.20 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction: Allow testing service to inspect and approve each subgrade and fill layer before further backfill or construction work is performed in accordance with Section 31 23 23.23 Soil Compaction.

3.21 GRADING

- A. General: Uniformly grade areas within limits of grading, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades.
- B. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding.
- C. Grading Surface of Fill under Building Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 0.05 foot when tested with a 10-foot straight edge.
- D. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.

3.22 EROSION CONTROL

- A. Provide measures as necessary to control all erosion and sedimentation resulting from construction activities as indicated, warranted or required by authorities having jurisdiction.

3.23 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- D. Settling: Where settling is measurable or observable at excavated areas during general

project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.24 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A.** Do not dispose of spoil materials on or off site in wetlands or other environmentally sensitive areas unless properly permitted through regulatory authorities having jurisdiction and conducted in accordance with the permit conditions thereof.
- B.** Remove spoil materials and legally dispose of off site.

SECTION 31 23 16.26

ROCK REMOVAL

PART 1 — GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the removal and disposal of rock from the site and trench excavations.
- B. Refer to other “Division - 31 — Earthwork” Sections for additional requirements relating to this Section.

1.3 DEFINITIONS

- A. Rock Excavation consists of all solid rock which cannot be removed without ripping. Intermittent drilling, or ripping performed to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation.
 - 1. Site Rock Excavation consists of all rock excavation other than Trench Rock Excavation and includes the excavation of boulders and parts of masonry structures when found to measure two (2) cubic yards or more.
 - 2. Trench Rock Excavation consists of rock excavation where solid rock and boulders or parts of masonry structures found to measure two (2) cubic yards or more are removed from trenches where the bottom-width limit of excavation does not exceed 8 feet.
- B. Unauthorized Excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor’s expense.

1.4 SUBMITTALS

- A. Name, qualifications, experience records, certificates of insurances and copies of licenses.
- B. Listing and description of materials and methods proposed for use.

1.5 PROJECT CONDITIONS

- A. Site information: Subsurface explorations data, if made available to the Contractor, is for informational purposes only. Conditions are not intended as representations or warranties of accuracy or continuity between subsurface explorations. The Owner will not be responsible for interpretations or conclusions drawn from this data by the Contractor.
1. Additional test pits, borings, or other explorations may be performed by Contractor, at the Contractor's option; however, no change in the Contract Sum will be authorized for such additional explorations.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Disposal of rock shall be by one of the following:
1. If rock is suitable in nature and of the proper size, it may be used as rock channel, outlet, or slope lining.
 2. If the Contract Documents permit or require the use of rock in embankments, fills or other areas, it may be incorporated into the Work accordingly.
 3. If the Contract Documents designate a spoil or stockpile area, deliver and neatly place the rock in the designated area.
 4. Delivered to an area designated by the Owner or Engineer.
 5. If none of the above apply, remove the rock from the project site and dispose of off-site in a lawful manner.

PART 2 — PRODUCTS

2.1 MATERIALS

- A. Concrete used to fill over-excavations shall be Class C (28 day compressive strength of 2,000 psi) as specified in Division - 03 Section "Cast-in-Place Concrete".
- B. Other Materials required for the complete removal and for providing a safe operation shall be as selected by the Contractor, as complying with the requirements of regulatory authorities having jurisdiction, subject to the approval of the Engineer.

PART 3 — EXECUTION

3.1 GENERAL

- A. Where rock is encountered, it shall be uncovered but not excavated until measurements have been made by the Engineer.
- B. Rock removal by mechanical means.
- C. Remove rock to the limits indicated or directed by Engineer.

3.2 UNAUTHORIZED EXCAVATION

- A. Rock excavated below foundation subgrades, not authorized by Engineer, shall be refilled with Class C concrete or other materials approved by Engineer, to the indicated subgrade elevation.
- B. Other unauthorized rock excavations shall be backfilled and compacted as specified for authorized excavations of same classification, unless otherwise directed by Engineer.
- C. Excavations which are made wider than shown on the Drawings, specified or authorized by Engineer, may necessitate redesigns and stronger materials for which all costs shall be borne by Contractor.

End of Section

SECTION 31 23 19**DEWATERING****PART 1 – GENERAL****1.1 WORK INCLUDED**

Work included under this Section includes the dewatering equipment for the control of ground and surface water entering excavations on the project site.

1.2 RELATED WORK

Excavating, Trenching, and Backfilling	31 23 33
Erosion Control	31 25 00

1.3 QUALITY ASSURANCE

- A.** The Contractor shall employ whatever means deemed appropriate to control water on the Site. The Owner and Engineer shall not be responsible for the means and methods of dewatering. Unless otherwise noted, dewatering shall be incidental in the work.
- B.** The Contractor shall keep work free of standing or flowing groundwater, surface water, sewage, snow, or ice. Unless otherwise directed by the Engineer, the placement of work is not permitted.

PART 2 – PRODUCTS**2.1 GENERAL**

- A.** Provide, operate and maintain a dewatering system to remove all water from excavations and trenches including pumps, drains, wellpoints, piping and any other facilities necessary to keep the excavations and trenches free from water.
- B.** Assure proper permits have been acquired for dewatering of excavations if the discharge from the dewatering operations will reach surface waters or wetlands. Coverage under any of the following permits, and performance of any of the associated sampling requirements, shall be deemed to satisfy this section:
 - 1. U.S. EPA National Pollution Discharge Elimination System (NPDES) Construction General Permit; or,
 - 2. US EPA National Pollution Discharge Elimination System (NPDES) Construction Dewatering Permit.

PART 3 – EXECUTION**3.1 PERFORMANCE**

- A. Keep excavations and trenches dry until the structures, pipes and appurtenances have been completed.
- B. Dispose of water pumped or drains from the construction site in a suitable manner to avoid public nuisance, injury to public health, damage to public and private property, and damage to work completed or in progress. Water discharged to a natural drainage course or stream shall pass through a sediment trap prior to discharge. Discharge water from excavations shall be treated to meet applicable treatment performance standards specified in state or federal permits. In no case shall discharges to surface waters exceed state water quality standards for turbidity.
- C. All damage from dewatering operations, or the failure of the Contractor to maintain the work in a suitable dry condition shall be repaired by the Contractor, at no additional cost to the Owner.
- D. Cofferdams shall be utilized where necessary for the dewatering, control and diversion of water to keep excavations and trenches free of water. Design and construct cofferdams to withstand all imposed loads to prevent injury to persons and property. Construct cofferdams to depths to permit a reasonable change in depths of the work, of sufficient height to prevent flooding, and of such dimensions to give sufficient clearance for construction and inspection.
- E. Temporary underdrains – When and where found necessary, install temporary underdrains in the excavation. Surround the underdrain and fill the space between the underdrain and the pipe or structure with crushed stone to prevent the migration of fines.
- F. Wellpoint system – If required, dewater the excavations and trenches by an efficient drainage wellpoint system to drain the soil and prevent saturated soils from flowing in to the excavated area.

End of Section

SECTION 31 23 23.23

SOIL COMPACTION

PART 1 — GENERAL

1.1 DESCRIPTION

- A. This Section covers the requirements for all soil compaction.
- B. Related work specified elsewhere includes:

Earthwork	31 23 16
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1.2 QUALITY ASSURANCE

- A. The Contractor shall provide at least one person who shall be present at all times during the soil compaction operations and who shall be thoroughly familiar with proper soil compaction techniques.

1.3 SUBMITTALS

- A. All submittals shall be in accordance with Section 01 33 23 “Submittals”.
- B. Provide six (6) copies of the results of the laboratory sieve analyses, moisture density tests, and any other test results required by this or other Sections.

1.4 JOB CONDITIONS

- A. Compaction shall not take place in freezing weather or when materials to be compacted are frozen, too wet or moist, or too dry.
- B. Schedule the Work to allow ample time for laboratory tests and to permit the collecting of samples and the performing of field density tests during the backfilling and compaction operations.

PART 2 — PRODUCTS

2.1 COMPACTION

- A. Utilize the proper compaction methods and equipment to suit the soils and conditions encountered.

2.2 LABORATORY TESTING

- A. Testing performed under this Section shall be by an independent testing firm qualified to provide the necessary services. The firm shall be approved by the Engineer before any testing is performed.

2.3 LABORATORY TEST REPORTS

- A. As a minimum, the laboratory testing reports shall contain the following:
1. Laboratory's name.
 2. Date, time and specific location from which sample was taken and name of person who collected the sample.
 3. Designation of the test method used.
 4. A description of the sample, the test, and the test results.
 5. The date the test was performed and the person who performed the test.
 6. The Project name, identification, and Contractor's name.

PART 3 — EXECUTION**3.1 INSPECTION**

- A. Verify that layers of material are no thicker than twelve (12) inches.
- B. Verify that moisture content is nearly optimum.
- C. Do not begin compaction operations until conditions are satisfactory.

3.2 PERFORMANCE

- A. Compaction densities shown are percentage of the maximum density obtainable at optimum moisture content as determined by ASTM D1557, Method C (Modified Proctor).
- B. Compact each layer of material to the following required densities:

<u>Location</u>	<u>Density</u>
Under concrete slabs, foundations and footings	95%
Backfill around structures	95%
Embankments	95%
Cross country areas	85%

- C. Embankment material shall be compacted using a vibratory sheepfoot roller or other

method that kneads successive lifts and does not cause potential layering.

3.3 FIELD QUALITY CONTROL

- A.** Perform a laboratory moisture density test for each type of soil proposed for use or encountered in the Work. Determine optimum moisture content in accordance with ASTM D1557, Method C.
- B.** Costs for initial field density tests shall be paid for as in Laboratory Services. Costs for retesting shall be borne by the Contractor. Field density tests shall be performed in accordance with the following average frequencies;
 - 1. Under Structures – One test for every 200 square feet of area of each layer of compacted granular.
 - 2. Around Structure – One test for each foot of backfill at intervals of approximately fifty (50) feet around the structure.
 - 3. Trenches – One test at intervals of approximately 300' along the trench.
 - 4. Embankment – Three tests for each foot of compacted fill.
- C.** Testing frequency indicated in Paragraph 3.3 B is at the discretion of the Engineer and may be decreased as the Project progresses.
- D.** Field density and moisture testing shall conform to the requirements of ASTM D1556 or D2922 and ASTM D3017. Soils shall be described in accordance with ASTM D2488, Visual-Manual Procedure.
- E.** Soils not meeting the specified in-place densities shall be excavated and re-compacted at the Contractor's expense.

3.4 COORDINATION

- A.** Provide all assistance and cooperation during testing and coordinate operations to allow ample time for the required sampling and testing.

End of Section

SECTION 31 25 00

EROSION CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work covered by this Section includes the control of erosion, siltation, and sedimentation.
- B. Related work described elsewhere:

Earthwork

Division - 31

1.2 PROJECT REQUIREMENTS

- A. Take every reasonable precaution and do whatever is necessary to avoid any erosion and to prevent silting of rivers, streams, lakes, reservoirs, impoundments, wetlands, drainage ditches and swales.
- B. The exposure of uncompleted cut slopes, embankments, trench excavations, and site graded areas shall be kept as short as possible. Initiate seeding and other erosion control measures on each segment as soon as reasonably possible.
- C. Adhere to any and all applicable local, state, and federal requirements and permits related to erosion control.

1.3 SEDIMENT CONTROL GUIDELINES

- A. U.S. Environmental Protection Agency Publication 430/9-73-007 "Processes, Procedures and Methods to Control Pollution Resulting from All Construction Activity."
- B. "Stormwater Management and Erosion and Sediment Control Handbook for Urban and Developing Areas in New Hampshire" Rockingham County Conservation District, August 1992.

1.4 SUBMITTALS

- A. The Contractor shall furnish to the Engineer, in writing, his plan for controlling erosion and siltation before beginning the construction work. Said plan shall also include the methods to be utilized for protecting and stabilizing steep slopes, stream banks, and channels which will be affected by the construction work.

- B.** Where earth disturbance will exceed once acre, the Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) that conforms to the requirements of the USEPA National Pollution Discharge Elimination System (NPDES) Construction General Permit, or agree to abide by an alternate SWPPP if one has been prepared by the Owner or their agent. In the latter instance, the signing of the SWPPP by the contractor shall constitute such an agreement.
1. Contractor shall prepare and submit a Construction General Permit Notice of Intent form at least 7 days prior to beginning earth disturbance activities, and only after a SWPPP has been prepared. Earthwork shall not commence until the Contractor has received confirmation from EPA that said Contractor has obtained coverage under the Construction General Permit.
- C.** Acceptance of a plan will not relieve the Contractor of responsibility for completing the work as specified.

PART 2 - PRODUCTS

2.1 MATERIALS

- A.** Dewatering Bag- Dirt Bag as manufactured by ACF or approved equal
- B.** Erosion Stone- See 02341
- C.** Matting for erosion control - jute mat or excelsior mat
- D.** Hay bales - rectangular-shaped bales of hay or straw weighing at least 40 pounds per bale and free from primary noxious weed seeds and rough or woody materials
- E.** Mulch - Cured hay free from primary noxious weed seeds and rough or woody materials
- F.** Seed for erosion control shall be annual or perennial ryegrass, and NH Conservation Seed Mix
- G.** Silt fence: Envirofence as manufactured by Mirafi, Inc. or approved equal.
- H.** Wattles- Sediment Log as manufactured by the American Excelsior Company or approved equal

PART 3 - EXECUTION

3.1 PERFORMANCE

- A.** Erosion and sediment controls shall be operated to prevent violations of NH water quality standards (NH Env-Ws 1700).
- B.** Diverting Surface Water:
 - 1. Perform no earthwork in flowing waters. Build, maintain, and operate all cofferdams, channels, flumes, slope drains, sumps, and other temporary diversion and protection works needed to divert stream flow, runoff, water from seeps in cut slope, and other surface water through or around the construction site and away from the construction work while construction is in progress.
 - 2. Protect areas where existing stream banks are to be excavated by constructing hay bale dikes at the top of slope to divert storm runoff from the disturbed area and at the toe of the slope to retain sediments.
 - 3. A diversion shall outlet to a durable surface that prevents erosion at the point of discharge.
 - 4. Contain turbid discharge from pumped dewatering operations by a filter bag or a dike located in an upland area at least 20 feet from surface waters or wetlands and constructed to prevent silt from entering the stream and to protect the area of the outlet pipe against erosion by flowing water by the construction of a rock or timber apron.
 - 5. Prior to removal of all sediment control dikes, remove all retained silt, filter bags or other materials at no additional cost to the Owner.
- C.** Erosion Prevention Provisions:
 - 1. Limit period of time that disturbed soils are exposed to precipitation.
 - a. Apply stabilization measures within 72 hours of completing earth disturbing work adjacent to wetlands.
 - b. Apply stabilization measures within 14 days of finish grading areas that are not adjacent to wetlands.
 - 2. Apply matting to seeded slopes steeper than 3:1. Apply mulch to all other seeded slopes.

3. Mulch:

- a. Undertake immediately after each area has been properly prepared.
- b. Place mulch on the seeded areas within 48 hours after seeding.
- c. Apply hay that has been thoroughly fluffed at approximately, but not to exceed, 2 tons per acre unless otherwise ordered.

4. Matting:

- a. Place strips lengthwise in the direction of the flow of water.
 - b. Where strips are laid parallel or meet as in a tee, overlap at least 4 inches.
 - c. Ends: Overlap at least 6 in., shingle fashion.
 - d. The up-slope end of each strip of the matting shall be turned down and buried to a depth of not less than 6 in. with the soil firmly tamped against it.
5. Install rock check dams, hay bale check dams, or other temporary grade controls structures in swales and temporary channels that receive concentrated flow.

D. Sediment Control Provisions:

6. Install silt fence and other perimeter controls at early stages of earth disturbance. As shown on plans and as directed by engineer. Avoid usage where concentrated flow may occur. Back up silt fence with wire backing or hay bales as needed.
7. Install coarse stone tracking pad at site exit to prevent sediments from being tracked onto pavement by construction vehicles. Supplement with street sweeping.
8. Avoid interim grading that concentrates runoff to unstable ground or channels. Utilize temporary water bars or other methods to interrupt long flowpaths on unfinished roads and convey runoff to stable upland areas.
9. Install temporary sediment basins in swales and temporary channels that receive concentrated flow. Locate for convenience of frequent maintenance, but do not site in areas where inadvertent basin breeching would cause safety hazards, property damage, or result in preventable environmental impacts.
10. Place erodible material stockpiles on level ground and away from drainage channels. Install silt fence along downgradient perimeter of stockpile between pile and nearest surface water or wetlands.

E. Winter Erosion Control

1. All proposed vegetative areas which do not exhibit a minimum of 85% vegetative growth by October 15th. Or which are disturbed after October 15th, shall be stabilized by seeding and installing erosion control blankets on slopes greater than 3:1, and seeding and placing 3 to 4 tons of mulch per acre, secured with anchored netting, elsewhere. The installation of erosion control blankets or mulch and netting shall not occur over accumulated snow or frozen ground and shall be completed in advance of thaw or spring melt events.
2. All ditches or swales which do not exhibit a minimum of 85% vegetative growth by October 15th, or which are disturbed after October 15th, shall be stabilized temporarily with stone or erosion control blankets appropriate for the design flow conditions.
3. After November 15th, incomplete road or parking surfaces, where work has stopped for the winter season, shall be protected with a minimum of 3 inches of crushed gravel per NHDOT Item 304.3.

3.2 MAINTENANCE**A. Maintain all temporarily stabilized surfaces until they are stable**

1. Repair rills that form on gravel stabilized roadways until paving occurs.
2. Apply supplemental seed, fertilizer and lime as needed to achieve final stabilization; defined by NHDES as 85% vegetative growth.

B. If any matting staples become loosened or raised or if any matting becomes loose, torn, or undermined, make satisfactory repairs immediately.**C. Maintain areas mulched or matted, with no extra compensation, until the completion of the Contract.****D. Maintain siltation fence by checking the installation for fallen segments and keep build-up of silt to less than 50% of its height.****E. Check all sediment capturing devices at a regular frequency, after storms, and as dictated by applicable permits. Remove sediments from sediment capturing features when 50% of the devices volume is occupied by sediment and prior to anticipated large storms.**

1. Place sediments cleaned from basins and other devices in upland area and out of drainage paths.

3.3 REMOVAL OF TEMPORARY WORKS

- A. Remove or level and grade to the extent required to present a sightly appearance and to prevent any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.

End of Section

SECTION 31 37 13

STONE FILL AND RIP RAP - NH

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Provide all materials, labor, equipment and incidentals required to furnish and install stone fill and rip rap to the dimensions, elevations and at the locations indicated to the plans in accordance with these specifications or as directed by the Engineer.

B. Related Work Described Elsewhere:

Division - 31

1.2 SUBMITTALS

- A.** Identify source for material to demonstrate conformance with specifications.
- B.** Submit for approval at the project site, samples of stone of the required type at least 10 days in advance of intended use.
- C.** Reference standard shall be the NHS New Hampshire Standard Specifications for Bridge and Highway Construction (latest edition).

PART 2 - PRODUCTS

2.1 MATERIALS – STONE FILL

- A.** Materials shall meet the requirements of Section 585, Stone Fill, New Hampshire Department of Transportation Standard Specifications (NHS) for the appropriate item as indicated on the Drawings.
- B.** Stone for stone fill shall be approved quarry stone, or broken rock of a hard, sound, and durable quality. The stones and spalls shall be so graded as to produce a dense fill with a minimum of voids.
 1. Class A stone shall be irregular in shape with approximately 50 % of the mass having a minimum volume of 12 cubic feet, approximately 30 % of the mass ranging between 3 and 12 cubic feet, approximately 10 % of the mass ranging between 1 and 3 cubic feet, and the remainder of the mass composed of spalls.

2. Class B stone shall be irregular in shape with approximately 50 % of the mass having a minimum volume of 3 cubic feet, approximately 40 % of the mass ranging between 1 and 3 cubic feet, and the remainder of the mass composed of spalls.
3. Class C stone shall consist of clean, durable fragments of ledge rock, of uniform quality, reasonably free from thin or elongated pieces. The stone shall be made from rock which is free from topsoil and other organic material. The stone shall be graded as follows:

<u>Sieve Size</u>	<u>Percentage Passing by Weight</u>
12 inch	100
4 inch	50-90
1-1/2 inch	0-30
3/4 inch	0-10

4. Class D stone shall consist of crushed stone, gravel, or other approved inert materials with similar characteristics or combinations thereof, having hard, strong, durable particles, free from surface coating and injurious amounts of soft, friable, or laminated pieces, and free of alkaline, organic, or other harmful matter. The stone shall be Standard Stone Size 467 (No. 4 to 1-1/2").
5. Erosion stone shall be irregular in shape with approximately 50% of the mass having a minimum dimension between 6-inches and 8-inches, approximately 40% of the mass having a minimum dimension between 2-inches and 6-inches and the remainder of the mass composed of spalls.
6. Spalls for filling voids shall consist of a mixture of stones or rock fragments and particles with 95 to 100% passing the 3-inch sieve and 25 to 70% passing the No. 4 sieve.

2.2 MATERIALS – RIP RAP

- A. Reference standard shall be the NHS New Hampshire Standard Specifications for Bridge and Highway Construction (latest edition) Section 583 - Rip Rap. Materials for rip rap shall be field stone, quarry stone, or rock fragments and shall be sound, of approved quality, and free from structural defects. These stones shall have approximately rectangular shapes with one reasonably flat side for the top surface and shall have minimum dimensions and volumes as follows:
 1. Rip rap A, 1 foot thick Seventy-five percent of the stones shall have a minimum volume of 2 cubic feet; the remainder shall have a minimum volume of 1/2 cubic feet.

2. Rip rap B, 1-1/2 feet thick Seventy-five percent of the stones shall have a minimum volume of 8 cubic feet.
3. Rip rap C, 2 feet thick Seventy-five percent of the stones shall have a minimum volume of 12 cubic feet.
4. Rip rap D, 2-1/2 feet thick Seventy-five percent of the stones shall have a minimum volume of 18 cubic feet.

PART 3 - EXECUTION

3.1 PREPARATION

- A. The slopes to be protected shall be graded and shaped to the lines indicated on the plans or as ordered by the Engineer and if in a fill area, shall be compacted. All slopes shall be maintained to the neat lines indicated on the plans prior to the placing of filter fabric or bedding material and stone.
- B. A filter fabric and blanket of gravel backfill for slope stabilization, when indicated on the plans or as ordered by the Engineer, shall be placed and maintained before the stone fill is placed.

3.2 PLACING

- A. The specified stone fill shall be placed in one course thickness as shown on the plans in a manner that will result in a reasonably well-graded surface. Care shall be taken in the placing to avoid displacing of the underlying material.
- B. The larger stone shall be well distributed and shall be so placed and distributed that there will be no large accumulations of either larger or smaller sized of stones. Rearrangement of the stone fill by hand or mechanical equipment may be required to obtain the specified results. Stone blanket thickness shall be at least the thickness of the largest stone size.
- C. Stone shall be placed and graded in a manner which eliminates voids and creates a uniform mass throughout the course. Spalls shall be tamped into voids and spaces using an equipment bucket or other approved method. Stone shall be placed with close joints.
- D. The finished surface shall approximate (within six (6) inches) the lines, grades and limits shown on the Drawings.

End of Section

SECTION 32 12 16.31

BITUMINOUS CONCRETE PAVING - NH

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 01 Specification Sections, apply to this Section.

1.2 QUALITY ASSURANCE

- A. All work performed under and relating to this Section shall be in conformance to the State of New Hampshire - Department of Transportation, Standard Specifications for Road and Bridge Construction (latest revision).
- B. Provide at least one person who shall be present at all times during the execution of this portion of the Work and who shall be thoroughly trained and experienced in the placing of the type of asphalt pavement specified and who shall direct all work performed under this Section.
- C. All materials and the asphalt plant will be subject to inspections and tests by Engineer and by the approved testing laboratory. Provide all equipment, materials, facilities and labor as specified in NHDOT Standard 400.

1.3 SUMMARY

- A. This Section includes provisions for hot-mixed asphalt paving over sub-pavement gravel courses and over existing asphalt surfaces.
- B. This Section is also applicable to hot-mixed asphalt temporary pavements.
- C. Prepared sub-pavement gravel courses are specified in Division - 31.
- D. Proof rolling of prepared sub-pavement gravel courses is included in this Section.
- E. Saw-cutting of existing pavement edges is included in this Section.
- F. Traffic and lane markings are covered by this Section.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division - 01 Specification Sections.

- B. Material Certificates signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.

1.5 SITE CONDITIONS

- A. Weather Limitations: Apply prime and tack coats when ambient temperature is above 50 deg F (10 deg C) and when temperature has not been below 35 deg F (1 deg C) for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
- B. Construct hot-mixed asphalt surface course when base is dry and when atmospheric temperature is above 40 deg F for courses greater than 1-1/4 inches compacted depth and when atmospheric temperature is above 50 deg F for courses less than 1-1/4 inches in compacted depth. Base course may be placed when air temperature is above 35 deg F and rising.
- C. Grade Control: Establish and maintain required lines and elevations.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Use locally available materials and gradations that exhibit a satisfactory record of previous installations.
- B. When products are not otherwise specified by Engineer, provide products meeting the requirements of applicable city or town public works department's highway construction standards. In the absence of applicable local highway construction standards, provide products meeting the requirements of the Department of Transportation of the state in which the project is located, as appropriate, based on highway class designation, traffic loading and surfacing requirements.
- C. Restore existing pavements damaged by construction in kind with regard to materials and thickness of courses unless otherwise directed by Engineer.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. General: Remove loose material from compacted sub-pavement gravel course surface immediately before applying herbicide treatment or prime coat.
- B. Proof-roll prepared sub-pavement gravel course surface to check for unstable areas and areas requiring additional compaction. Do not begin paving work until deficient areas

have been corrected and are ready to receive paving.

- C. **Herbicide Treatment:** When indicated or warranted, apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry sub-pavement gravel course surface prior to application of prime coat.
- D. **Prime Coat & Sealants:** When indicated or warranted, apply at rate necessary to penetrate and seal, but not flood, surface. Squeegee excess material from surface. Cure and dry as long as necessary to attain penetration and evaporation of volatile. If the prime coat fails to penetrate within the time specified and the roadway must be used by traffic, blotter material shall be spread in the amounts required to absorb excess bituminous material. When the bituminous material is sufficiently cured, blotter material remaining shall be removed by sweeping.
- E. **Saw-cut:** Neatly saw-cut existing pavements to be joined and damaged pavements to be joined or over-laid. Remove saw cut pavement disturbing adjoining pavements as little as possible.
- F. **Tack Coat:** Clean the edges of previously constructed asphalt or Portland cement concrete pavements to be joined. Apply uniformly to contact surfaces of previously constructed pavements and to drainage or utility casting surfaces abutting or projecting into hot-mixed asphalt pavement. Allow to dry until at proper condition to receive paving. Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces.

3.2 PLACING MIX

- A. **General:** Place hot-mixed asphalt mixture on prepared surface, spread, and strike off. Spread mixture at minimum temperature of 250 deg F. Use of hand method of placement is limited to the paving of raised islands, slopes, cattle passes, areas between rails at railroad crossings, sidewalks, driveways and aprons and incidental paving in areas inaccessible to equipment. Place each course to required grade, cross-section, and compacted thickness. Place temporary pavements to indicated thickness and in no case less than 1".
- B. **Paver Placing:** Place in strips not less than 10 feet wide, unless otherwise acceptable to Engineer. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for a section before placing surface course.
- C. **Immediately correct surface irregularities in finish course behind paver.** Remove excess material forming high spots with shovel or lute.
- D. **Joints:** Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density, and smoothness as other sections of hot-mixed asphalt course. Clean contact

surfaces and apply tack coat.

- E.** Curbs: Construct curbs over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust.
- F.** Place curb materials to cross-section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms as soon as material has cooled.

3.3 ROLLING

- A.** General: Begin rolling when mixture will bear roller weight without excessive displacement.
- B.** Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- C.** Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required, with hot material.
- D.** Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been evenly compacted.
- E.** Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained 95 percent laboratory density.
- F.** Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot-mixed asphalt. Compact by rolling to specified surface density and smoothness.
- G.** Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H.** Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.4 CLEANUP

- A. General: Any bituminous material remaining on exposed surfaces of curbs, sidewalks, or other masonry structures shall be removed at the Contractor's expense.

3.5 TRAFFIC AND LANE MARKINGS

- A. Cleaning: Sweep and clean surface to eliminate loose material and dust.
- B. Do not apply traffic and lane marking paint until layout and placement have been verified with Engineer.
- C. Apply paint with mechanical equipment to produce uniform straight edges. Apply at manufacturer's recommended rates and thickness.
- D. Protect painted markings until dry enough to withstand traffic loading.

3.6 FIELD QUALITY CONTROL

- A. General: Testing in-place hot-mixed asphalt courses for compliance with requirements for thickness and surface smoothness will be done by Owner's testing laboratory. Repair or remove and replace unacceptable paving as directed by Engineer.
- B. Thickness: In-place compacted thickness tested in accordance with ASTM D 3549 will not be acceptable if exceeding following allowable variations:
 - 1. Base Course: Plus or minus 3/8 inch.
 - 2. Surface Course: Plus or minus 3/16 inch.
- C. Surface Smoothness: Test finished surface of each hot-mixed asphalt course for smoothness, using 10-foot straightedge applied parallel with and at right angles to centerline of paved area. Any variations from a true profile exceeding 3/16 of an inch shall be satisfactorily eliminated.
 - 1. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.
- D. Check surface areas at intervals as directed by Engineer.

End of Section

SECTION 32 92 00**LOAMING, SEEDING, AND FERTILIZING****PART 1 – GENERAL****1.1 DESCRIPTION**

- A. Work included under this Section includes furnishing all labor, materials, equipment, and incidentals necessary to place topsoil, fertilizer, seed and mulch as required.

1.2 QUALITY ASSURANCE

- A. Employ trained personnel experienced in this type of work.

1.3 PRODUCT DELIVERY AND STORAGE

- A. Fertilizer shall be delivered to the Site showing the manufacturer's guaranteed analysis and stored so that when used it shall be dry and free flowing.
- B. Lime shall be delivered and maintained in a dry, free flowing condition until used.
- C. All seed shall be delivered in sealed containers bearing the dealer's guaranteed analysis and stored in a dry, protected place.

PART 2 – PRODUCTS**2.1 MATERIALS**

- A. Loam shall be the surface layer of natural workable soil containing organic matter, or material generally humus in nature capable of sustaining the growth of vegetation. It shall be free from stones, lumps, stumps, or similar objects larger than 2 inches in greatest diameter, sterile soil, roots, and brush. The loam shall be free from subsoil.
- B. The acidity range of the loam prior to treatment as specified herein shall be between pH 5.0 and 6.0 inclusive.
- C. The gradation analysis of the loam shall be as follows:

<u>Passing</u>	<u>Percentage</u>
1" Screen	100%
1/4" Screen	3 % (max)
No. 100 USS mesh sieve	40 to 60 %

- D.** Loam shall not be delivered until representative samples proposed for use have been furnished by the Contractor and approved by the Engineer. When requested to do so, the Contractor shall furnish at his own expense, a certified analysis of the loam made by an approved soil testing laboratory.
- E.** Fertilizer shall be a complete commercial fertilizer, 5-10-10 grade.
- F.** Lime shall be ground limestone containing not less than 85% calcium and magnesium carbonate.
- G.** Seed shall be from the same or previous year's crop and shall have not more than 1% weed content. Seed shall also meet the following requirements:
1. Grass seed of the specified mixtures shall be furnished in fully labeled, standard, sealed containers.
 2. Percentage and germination of each seed type in the mixture, purity and weed seed content of the mixture shall be clearly stated on the label.
 3. Seed shall be furnished on a percentage of live seed basis.
- H.** Lawn areas shall be seeded with a Class A mixture of the following:

Class A (Lawn Seed)

<u>Species</u>	<u>Minimum Purity % / Minimum Germination %</u>	<u>Lbs/Acre</u>
▪ Kentucky Blue Grass (at least two varieties America, Liberty Crest, Monopoly, etc.)	97/85	105
▪ Creeping Red Fescue	96/85	44
▪ Perennial Rye Grass (Manhattan III, Envy, Fiesta II, Caliente, etc.)	98/90	<u>25</u>
TOTAL		174

- I.** Class B shall normally be used for all slope work. And shall conform to the following:

Class B (Slope Seed)

<u>Species</u>	<u>Minimum Purity % / Minimum Germination %</u>	<u>Lbs/Acre</u>
▪ Creeping Red Fescue	96/85	35
▪ Perennial Rye Grass	98/90	30
▪ Redtop	95/80	5
▪ Alsike Clover	97/90	5
▪ Birdsfoot Trefoil (Empire variety preferred Inoculum)	98/80	<u>5</u>
TOTAL		80

- J.** Red clover and birdsfoot trefoil seed shall include not more than 25% hard seed. If necessary, to meet this requirement extra seed shall be supplied at no expense to the Owner.
- K.** Inoculum specific to birdsfoot trefoil must be used with this mixture. The inoculum shall be a pure culture of nitrogen-fixing bacteria selected for maximum vitality and the ability to transform nitrogen from the air into soluble nitrates and to deposit them in the soil. The inoculum shall not be used later than the date indicated on the container or later than specified. The inoculum shall be subject to approval.
- L.** Hay and straw mulch shall consist of mowed and properly cured grass or legume mowings, reasonably free from swamp grass, seeds, weeds, twigs, debris or other deleterious material. It shall be free from rot or mold.

PART 3 – EXECUTION

3.1 GENERAL

- A.** Loosen any heavily compacted subsoil to a depth of 12 inches. Rake the subgrade of all areas to receive loam and remove rubbish, sticks, roots and stones larger than 2 inches in diameter. Spread and lightly compact loam to finish grade as shown on the Drawings.
- B.** After the loam is placed and before it is raked to true lines and rolled, spread limestone evenly and thoroughly incorporate into the loam by heavy raking to at least one-half the depth of the loam. The amount of limestone shall be based on a soil test with recommendations from the Engineer.
- C.** Uniformly spread fertilizer and immediately mix with the loam.
- D.** Immediately following this preparation, uniformly apply the seed and lightly rake the seed in to the surface. Apply mulches before rolling. Lightly compact the soil using a light weight roller or a tracked dozer run parallel with the slope. Water with a fine spray on a regular basis to ensure germination.
- E.** Seeding and fertilizing shall be done between April 1 and June 1, between August 15 and October 15, or as directed or permitted. Seeding shall not be done during windy weather or when the ground is frozen, excessively wet, or otherwise untellable.
- F.** Mulching should consist of light and uniform mulch over the area as follows:
 - Class A areas – use straw mulch
 - Class B areas – use hay mulch
- G.** Protect seeded areas from pedestrian and vehicular traffic.

3.2 APPLICATION RATES

- A.** Spread loam over properly prepared areas to give a covering which will be 4 inches in compacted depth.
- B.** Apply lime at the recommended rate determined by the Engineer.
- C.** Apply fertilizer at a rate of 20 pounds per 1,000 square feet.
- D.** Apply mulch at a rate of 90 pounds per 1,000 square feet.
- E.** The Engineer reserves the right to vary the amounts of materials used, as required to produce optimum results.

3.3 MAINTENANCE

- A.** Keep all seeded areas watered, reseeding if and when necessary, until a healthy, uniform growth is established over the entire area.

3.4 GUARANTEE

- A.** The Contractor shall guarantee for a period of one year from the date of substantial completion that the new grass will be free from dead areas or washout. The Contractor shall reseed areas necessary to establish a firm, healthy stand of grass.

End of Section

SECTION 33 14 00

WATER UTILITY PIPING, VALVES, AND ACCESSORIES

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to install and test pipe, fittings, and accessories complete as shown on Drawings and as specified herein.
- B. This Specification includes all water main and service piping and appurtenances.

1.2 SUBMITTALS

- A. General: Provide submittals in accordance with Specification 01 33 23.
- B. Product data for pipe, gaskets, fittings, valves, water meters, and associated components listed herein. Pipe data shall include pipe class, wall thickness, and pressure rating.
- C. Line layout and marking diagram for all restrained joint areas.
- D. Operation and maintenance data for valves.

1.3 QUALITY ASSURANCE

- A. Comply with the requirements of utility supplying water to the Project.
- B. All pressure water pipe shall be furnished by a single manufacturer. The supplier shall be responsible for the provisions of all specified test requirements as applicable. In addition, all water pipe to be installed under this Contract may be inspected at the plant for compliance with these specifications by an independent testing laboratory provided by the Owner. The Contractor shall require the manufacturer's cooperation in these inspections. The cost of plant inspection of all pipe approved for this Contract will be borne by the Owner.
- C. Inspections of pipe may also be made by the Owner after delivery. The pipe shall be subject to rejection at any time on account of failure to meet any of the Specification requirements, even though sample pipes may have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery shall be marked for identification and shall be removed from the job at once.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle water mains, valves, and appurtenances in accordance with the manufacturers' recommendations and in a manner which protects the materials.

- B.** All items shall be bundled or packaged in such a manner as to provide adequate protection of the ends during transportation to the site. Any pipe damaged in shipment shall be replaced as directed by the Owner.
- C.** The use of chains, hooks or other equipment that might damage the pipe or pipe coating is not permitted. Stockpiled pipe shall be supported on sand or earth berms free of rock exceeding three inches in diameter.
- D.** Any pipe or fitting showing a crack or which has received a blow that may have caused an incident fracture, even though no such fracture can be seen, shall be marked as rejected and removed at once from the work.
- E.** Gaskets shall be stored in a secure dry place and protected from ultraviolet light.
- F.** Any pipe or fitting shall be subject to rejection at any time on account of failure to meet any of the specification requirements, even though they may have been accepted as satisfactory at the place of manufacture.
- G.** If any defective item is discovered after it has been installed, it shall be removed immediately and replaced with an exact replacement item in a satisfactory manner by the Contractor, at the Contractor's own expense. All pipe and fittings shall be thoroughly cleaned before installation and the interior shall be kept clean until completion of the project.
- H.** In handling the items, use special devices and methods as required to achieve the results specified herein. No uncushioned devices shall be used in handling the item.

1.5 PROJECT CONDITIONS

- A.** Site Information: Perform site survey, research public utility records, and verify existing utility locations. Verify that water service piping may be installed in compliance with the original design and referenced standards.
- B.** Contractor is responsible for compatibility between pipe materials, fittings, and appurtenances.

1.6 SEQUENCING AND SCHEDULING

- A.** Coordinate connection to public water mains with utility company.
- B.** Coordinate with interior water distribution piping.
- C.** Coordinate with other utility work.

PART 2 – PRODUCTS

2.1 WATER MAIN PIPE AND FITTINGS

- A.** Ductile Iron Pipe, 3- through 12-inch (DI). Push on joint ductile iron pipe shall conform to ANSI/AWWA C151/A21.51, ANSI/AWWA C111/A21.11, and ANSI/AWWA C104/A21.4 (cement lined). Pipe 12 inches and less shall be class 52. The pipe shall be supplied in lengths not in excess of 20 feet.
- B.** PVC Pipe, 2- through 3-inch. Push-on joint PVC pipe shall be polyvinyl chloride (PVC) conforming to ASTM D2241 with material cell classification 12454 per ASTM D1784. Provide standard pipe having integral bell and spigot with elastomeric gasket and cast iron equivalent outside diameter. Provide pipe in standard 20-foot laying lengths. Random lengths will not be permitted. Provide DR 26 rated for 160 psi or as shown on the Drawings. Fittings shall be as follows unless specified otherwise: one-piece injection molded PVC gasketed, material cell classification 12454 per ASTM D1784, SBR gaskets, meeting ASTM D3139, and DR 21 with a 200 psi pressure rating. Provide fittings with bells and gaskets specifically designed for cast iron equivalent outside diameter PVC or HDPE pipe, as required.
- C.** PVC Pipe, 4- through 12-inch. Push-on joint PVC pipe shall be polyvinyl chloride (PVC) conforming to AWWA C900 with material cell classification 12454-B per ASTM D1784. Provide standard pipe having integral bell and spigot with elastomeric gasket and iron pipe size outside diameter. Provide pipe in standard 20-foot laying lengths. Random lengths will not be permitted. Provide DR 14 rated for 305 psi.
- D.** High Density Polyethylene (HDPE) Pipe, 1- through 24-inch. High density polyethylene pipe shall be manufactured from PE4710 resin, conform to ASTM D3350 and AWWA C906, and be certified per NSF/ANSI 61. Provide standard pipe having plain ends for heat welded joints and cast iron equivalent outside diameter. Provide DR 13.5 for a 160 psi pressure rating or as shown on the Drawings.
- E.** Ductile Iron Pipe Fittings, 3- through 48-inch. Mechanical joint fittings shall be ductile iron Class 350, conforming to ANSI/AWWA C153/A21.53 or ANSI/AWWA C111/A21.11. Joints shall comply with ANSI/AWWA C111/A21.1. Fittings shall be cement lined in accordance with ANSI/AWWA C104/A21.04. Fittings shall have fully restrained joints. Provide ductile iron fittings conforming to AWWA C110 with a minimum rated working pressure of 350 psi. Provide fittings with bells and gaskets specifically designed for cast iron equivalent outside diameter PVC or HDPE pipe, as required.
- F.** The manufacturer shall furnish all joint materials including rubber gasket and joint lubricant. Gasket shall meet ASTM F477 unless otherwise specified.
- G.** Where flanges are required as indicated in the Drawings or as specified herein, flanges shall be in accordance with ANSI B16.1 and shall be rated for the piping system's

working pressure. Gaskets shall be 1/8 inch ring type full face Garlock 3200 compressed non-asbestos sheet packing or approved equal.

H. Dielectric Insulation. Provide dielectric insulating-flanged joints as required for cathodic protection for dissimilar metals. Provide flange insulation kits to include flange insulating gasket, flange bolt insulating sleeves and flange bolt insulating washers.

1. Pipeline Seal and Insulator, Inc., Advance Products and Systems, Inc, Type E for full protection of both flange faces, or approved equal.
2. Neoprene faced phenolic gaskets.
3. Insulating bolt sleeves shall be the single one-piece type. Separate insulating sleeve and insulating washers are unacceptable.

2.2 WATER SERVICE LINE AND FITTINGS

A. Copper Tubing (COP) soft annealed, Type K, conforming to ANSI H23.1.

B. High Density Polyethylene (HDPE) Tubing. Class 200, copper tube size (CTS), for potable water supply.

C. Fittings

1. Heavy duty three-part couplings shall be used to join lengths of service line. Compression pack joints shall be used. Provide tubing inserts as needed.

D. All brass that comes in contact with potable water shall conform to AWWA C800 (UNS C89833). These products shall have the letters "NL" cast into the body for proper identification. Brass components that do not come in contact with potable water shall conform to AWWA C800 (ASTM B-62 and ASTM B584, UNS C83600-85-5-5-5).

E. Corporation stops shall be ball type, heavy duty brass meeting AWWA C800 as manufactured by Ford Meter Box Company, Mueller or equal. Tapered AWWA thread (CC) inlets with compression pack joints (CPPJ) outlet. Corporation stops must possess a working pressure of 300 psi.

F. Service saddles must be of Ductile Iron meeting ASTM A-536-80 Grade 65-45-12 (Threads shall be CC). The finish shall be 10 mils of fusion applied nylon. Straps, bolts, nuts and washers shall be Mayari-R (Corten) high tensile strength, type 304 (18-8) stainless steel. Threads must be Teflon coated and GMAW welds must be passivated for resistance to corrosion. The gasket shall be virgin NBR compounded for water.

G. Curb stops shall be ball type, heavy duty brass as manufactured by Ford Meter Box Company, Mueller, or equal. Only compression pack joints may be used. The curb stops shall not have a drain. Provide each curb stop with a valve box as specified herein. Curb stops must meet or exceed AWWA specification C800 and possess a working pressure of 300 psi.

2.3 VALVES

- A. Gate valves 4" to 12" shall conform to Standard Specification AWWA AC-509 for resilient wedge gate valves in so far as applicable. The body shall be completely manufactured of lightweight, high-strength ductile iron with a wall thickness, which meets or exceeds the requirements of AWWA C-153. Wedge shall be constructed of ductile iron, fully encapsulated in synthetic rubber per AWWA C-509. Valve body and bonnet shall be fusion bonded epoxy coated inside and out per AWWA C-550. Buried valves shall operate with a 2" square wrench nut and shall open counter-clockwise (left).
- B. Buried Operators
1. Buried service operators on valves larger than 2-1/2 inches shall have a 2-inch AWWA operating nut. Buried operators on valves 2 inches and smaller shall have cross handle for operation by forked key unless specified otherwise. Enclose moving parts of valve and operator in housing to prevent contact with the soil.
 2. Design buried service operators for quarter-turn valves to withstand 450 foot-pounds of input torque at the FULLY OPEN or FULLY CLOSED positions, grease packed and gasketed to withstand a submersion in water to 10 psi.
 3. Buried valves shall have extension stems, bonnets, and valve boxes. Where the depth of the valve is such that its centerline is more than 3 feet below grade, furnish an operating extension stem with 2-inch operating nut to bring the operating nut to a point 6 inches below the surface of the ground and/or box cover.

2.4 VALVE BOXES

- A. Each gate valve shall be accompanied by a valve box of the two section, adjustable type of heavy pattern, constructed of cast iron and provided with cast iron cover. The boxes shall be adjustable and extend from the valve to the ground surface, with an 18-inch minimum overlap. Provide a minimum of one (1) 4-foot long valve key, Mueller A-24610 T-handle operating wrench or approved equal.
- B. The water service curb box is made up of the cover, service box, and the rod. The plug type cover must have a brass pentagon with coarse "rope" thread to enable quick and easy removal. The service box shall be adjusted to 1'-0" within its height range. It must be adjusted to final grade flush with either pavement or grass surface. The rod must offset for centering in the pipe and be provided with a heavy ductile iron end yoke with brass cotter pin. The pin assembly must be attached to the curb stop prior to the backfill.

2.5 PRESSURE REDUCING VALVES – 1" AND SMALLER

- A. Pressure reducing valves shall be furnished and installed by the Contractor and shall be Watts LFU5B or approved equal.

2.6 DUAL CHECK VALVE

- A. Dual check valves shall be furnished and installed by the Contractor. The dual check valves must comply with AWWA C510 and shall be Zurn Model 950XLT2 or approved equal.

2.7 RESIDENTIAL WATER METERS

- A. Water meters are to be purchased from the Town of Derry Public Works Department and installed by the Contractor.

2.8 BALL VALVES

- A. Ball valves shall be furnished and installed by the Contractor and shall be manufactured by Jones or Mueller with a handle, conforming to AWWA C-800 and possess a working pressure of 300 psi.

2.9 FIRE HYDRANTS

- A. Fire hydrants shall be furnished and installed by the Contractor and shall be American Darling B-84-B conforming to AWWA C502.
- B. Nozzles, Operating Nuts, and Direction to Open: One (1) 4-1/2 inch steamer and two (2) 2-1/2 inch outlets. Threads on nozzles and caps and operating nuts shall be National Fire Hose Coupling Screw Threads, 1-1/2 inch point to flat pentagon operating nuts, and the direction to open shall be to the left (counter-clockwise). A direction to open arrow shall be cast in hydrant adjacent to operating nut. Furnish chains for outlet caps.
- C. Pipe Connection: All hydrant laterals shall be 6-inch ductile iron pipe and conform to ANSI/AWWA C-151, Class 52. No domestic taps shall be permitted on fire hydrant laterals.
- D. Pressure Rating: 250 psi rated working pressure.
- E. Type: 5-1/4 inch dry-barrel, compression type safety breakable section, AWWA C502.
- F. Hydrants shall have a six-foot trench depth (five feet of cover over pipe).
- G. Hydrant drains shall be plugged.

2.10 FLEXIBLE COUPLINGS

- A. Not allowed unless the product and application are approved by Engineer.

2.11 TAPPING SLEEVES

- A. Tapping sleeves shall be cast iron or ductile iron, mechanical joint, with outlet flange conforming to AWWA C110.

2.12 ANCHORAGES

- A. Clamps, Straps, and Washers: ASTM A 506, steel.
- B. Rods: ASTM A 575, steel.
- C. Rod Couplings: ASTM A 197, malleable iron.
- D. Bolts: ASTM A 307, steel.
- E. Cast-Iron Washers: ASTM A 126, gray iron.
- F. Concrete Reaction Backing: Portland cement concrete mix, 3000 psi.
 - 1. Cement: ASTM C 150, Type I.
 - 2. Fine Aggregate: ASTM C 33, sand.
 - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 - 4. Water: Potable
- G. Mechanical joint restraints shall be manufactured of ductile iron in accordance with ASTM A536 with the following additional requirements or exceptions:
 - 1. Mechanical joint restraints shall be incorporated into the design of a follower gland. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts in accordance with AWWA C111 and C153.
 - 2. The restraint mechanism shall consist of numerous individually activated gripping surfaces to maximize restraint capability. The gripping surfaces shall be wedges that are designed to spread the bearing surfaces on the pipe. Twist-off nuts, sized the same as tee-head bolts, shall be used to ensure the proper actuating of restraining devices. When the nut is sheared off, a standard hex nut shall remain. Under no circumstances shall the use of set screw retainer glands be used
 - 3. The mechanical joint restraint device shall be rated for a maximum working pressure of 350 psi, with a factor of safety of 2.
 - 4. Mechanical joint restraint for 2- to 3-inch PVC pipe shall be Ford Meter Box Uni-Flange Series 1350 or approved equal.
 - 5. Mechanical joint restraint for 4-inch and larger PVC and HDPE pipe shall be EBAA Iron, Inc. Megalug 2000 PV, Sigma Corporation One-Lok SLCE, Star Pipe Products StarGrip 4000, or approved equal.
 - 6. Mechanical joint restraint for ductile iron pipe shall be EBAA Iron, Inc. Megalug 1100, Romac Industries RomaGrip, Sigma Corporation One-Lok SLDE, Star Pipe Products StarGrip 3000 Series, or Uni-Flange (Ford) UFR, or approved equal.

2.13 IDENTIFICATION

- A. Plastic Underground Warning Tapes: Polyethylene plastic tape, 6 inches wide by 4 mils thick, solid blue in color with continuously printed caption in black letters "CAUTION - WATER LINE BURIED BELOW."
- B. Metallic-Lined Plastic Underground Warning Tapes: Polyethylene plastic tape with metallic core, 6 inches wide by 4 mils thick, solid blue in color with continuously printed caption in black letters "CAUTION - WATER LINE BURIED BELOW."
- C. Nonmetallic Piping Label: Engraved plastic laminate label, for installation on the main electrical meter panel; not less than 1 inch by 3 inches, with caption "CAUTION - THIS STRUCTURE HAS A NONMETALLIC WATER SERVICE."

2.14 TRACER WIRE

- A. 10 gauge solid strand copper tracer wire shall be installed with all PVC and/or HDPE pipe. Splicing of tracer wire shall be per manufacturer's recommendation.
- B. Wire shall be run along main and service alignments and terminated at the top of valve boxes and curb stop boxes in accordance with manufacturer's recommendations.

2.15 POLYETHYLENE ENCASEMENT

- A. Polyethylene encasement shall be provided for all ductile iron pipe installation.
- B. The polyethylene shall be tubular with a minimum thickness of 0.004 inches (4 mils).
- C. Encasement shall be in accordance with ANSI/AWWA C105/A21.5 Polyethylene encasement for ductile iron pipe systems.
- D. Marking of polyethylene film shall be at a minimum of every 2-ft along its length containing the following information:
 - 1. Manufacturer's name or trademark
 - 2. Year of manufacture
 - 3. ANSI/AWWA C150/A21.5
 - 4. Minimum film thickness and material type (HDCLPE)
 - 5. Applicable range of nominal pipe diameter sizes(s)
 - 6. Warning—Corrosion Protection—Repair Any Damage

PART 3 – EXECUTION

3.1 PREPARATION OF BURIED PIPE FOUNDATION

- A. Excavate to a depth that provides a minimum finished grade pipe cover of 5-feet.
- B. Grade trench bottom to provide a smooth, firm, stable, and rock-free foundation throughout the length of the piping.
- C. Remove unstable, soft, and unsuitable materials at the surface upon which pipes are to be laid and backfill with clean sand or pea gravel to indicated level.
- D. Shape bottom of trench to fit bottom of piping. Fill unevenness with tamped sand backfill. Dig bell holes at each pipe joint to relieve the bells of all loads and to ensure continuous bearing of the pipe barrel on the foundation.

3.2 INSTALLATION OF PIPE AND PIPE FITTINGS

- A. As soon as the excavation is complete to normal grade of the bottom to the trench, bedding shall be placed, compacted, and graded to provide firm, uniform, and continuous support for the pipe. Bell holes shall be excavated so that only the barrel of the pipe bears upon the bedding. The pipe shall be laid accurately to the lines and grades indicated on the Drawings. A firm, even bearing throughout the length of the pipe placed in not less than 3 separate lifts shall be constructed by tamping selected material at the sides of the pipe up to 1 foot. Blocking under the pipe will not be permitted. Bedding and backfill shall be placed in accordance with Specification 31 23 16. Generally the compaction shall be done evenly on each side of the pipe and compaction equipment shall not be operated directly over pipe until sufficient backfill has been placed to ensure that such compaction equipment will not have a damaging effect on the pipe.
- B. Ductile-Iron Pipe: Install with cement-mortar-lined, ductile-iron or cast-iron, mechanical joint or push-on joint fittings and rubber gaskets in accordance with AWWA C600.
 - 1. Polyethylene Encasement: Install in accordance with AWWA C105.
- C. PVC (Polyvinyl Chloride) Pipe: Install with cement-mortar-lined, ductile-iron or cast-iron, mechanical joint or push-on joint fittings and rubber gaskets in accordance with AWWA M23.
- D. HDPE Pipe: Sections of polyethylene pipe should be joined into continuous lengths on the jobsite above ground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedures should be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400-450 degrees Fahrenheit, alignment, and an interfacial fusion pressure of 75 psi. The butt fusion joining will produce a joint with weld strength

equal to or greater than the tensile strength of the pipe itself. All welds will be made using a data logger to record temperature, fusion pressure, with a graphic representation of the fusion cycle shall be part of the quality control records. Mechanical joining will be used where the butt fusion method cannot be used. Mechanical joining will be accomplished by either using a HDPE flange adapter with a ductile iron back-up ring or HDPE mechanical joint adapter with a ductile iron back-up ring. Socket fusion, hot gas fusion, threading, solvents, and epoxies will not be used to join HDPE pipe. Inspect the pipe for defects before installation and fusion. Defective, damaged, or unsound pipe will be rejected.

- E.** Copper Tube: Install with compression pack joint fittings. Copper tubing, available in 100' rolls shall be used to minimize the use of unions during installation. Sand bedding must be placed and completed to provide a minimum of 6-inches below and 12-inches above the service connection pipe. Extra care shall be taken in bending the tubing. Any tubing having irregularities such as kink shall be replaced at the Contractor's expense.
- F.** PB (Polybutylene) Pipe: Install with brass or bronze, barbed insert fittings, and 2 strap-type stainless steel clamps over pipe at each insert in accordance with manufacturer's installation instructions.
- G.** PB (Polybutylene) Tubing: Install with brass or bronze, flared joint or compression joint fittings in accordance with manufacturer's installation instructions.
- H.** PE (Polyethylene) Pipe and Tubing: Install with copper alloy or nylon, barbed insert fittings, and 2 strap-type stainless steel clamps over pipe at each insert in accordance with manufacturer's installation instructions.
- I.** Depth of Cover: Provide five (5.0) feet of minimum cover over water mains. Provide six (6.0) feet of minimum cover over service piping.
- J.** The Owner may examine each bell and spigot end to determine whether any preformed joint has been damaged prior to installation. Any pipe having defective joint surfaces shall be rejected, marked as such and immediately removed from the job site.
- K.** Before any joint is made, the pipe shall be checked to assure that a close joint with the next adjoining pipe has been maintained and that the inverts are matched to conform to the required grade. The pipe shall not be driven down to the grade by striking it.
- L.** Whenever the pipe is left unattended, temporary plugs shall be installed at all openings. Temporary plugs shall be watertight and of such design as to prevent debris, children, and animals from entering the pipe. If water accumulates in the trench, the plugs shall remain in place until the trench has been pumped out and is sufficiently dry to permit the continuance of work.
- M.** Good alignment shall be preserved in laying. The deflection at joints shall not exceed that recommended by the manufacturer.

3.3 INSTALLATION OF VALVES

- A. General Application: Use mechanical joint end valves for 3-inch and larger buried installation. Use flanged end valves for installation in pits and inside building. Use bronze corporation stops and valves with ends compatible to piping for 2-inch and smaller installations.
- B. Count and record number of turns to open and close each valve; account for any discrepancies with manufacturer's data.
- C. AWWA-Type Gate Valves: Comply with AWWA C600. Install buried valves with stem pointing up and with cast-iron valve box.

3.4 INSTALLATION OF SERVICES

- A. Corporation Stops: Corporation stops must be installed only after the water main is tested and chlorinated and must be installed under full-service pressure by threading the corporation directly into the main. The corporations must be installed at an angle of 66 degrees away from top of the pipe by an approved type of "Tapping Machine". Tapping new mains or old by a makeshift hand drill shall not be allowed.
- B. Curb Stops: Curb boxes must be set vertically level and must be cleaned and "Blown out" prior to the acceptance by the Town of Derry.
- C. Taps into ductile iron or cast iron mains shall be made without tapping saddles, by an approved type of "Tapping Machine." If a saddle is required due to a leaky direct tap, then all material and labor expenses associated with the repair shall be borne by the Contractor. All other pipe materials shall require the use of a saddle.
- D. Sewer and Water services shall maintain a horizontal separation of 10 feet.
- E. Duplexes or other multi-unit dwellings shall have separate connections to the main as well as separate shut-offs and be installed as outlined herein.

3.4 INSTALLATION OF ANCHORAGES

- A. Anchorages: Provide anchorages for tees, plugs and caps, bends, crosses, valves, and hydrant branches.
- B. Wedge Action Retainer Glands and or Grip ring mechanical joint pipe restraints or equal conforming to ASTM A536-80, along with concrete thrust blocks, shall be installed at all fittings and other locations as indicated on the Contract Drawings or as directed by the Engineer. Minimum bearing area for thrust blocks shall be as shown on the Drawings. Joints shall be protected by felt roofing or polyethylene sheet paper prior to placing concrete. Concrete shall be placed against undisturbed material, and shall not cover

joints, bolts, or nuts, or interfere with the removal of any joint. Wooden side forms or sandbags shall be provided for thrust blocks.

3.5 APPLICATION OF PROTECTIVE COATINGS

- A. Apply full coat of asphalt or other acceptable corrosion-retarding material to surfaces of installed ferrous anchorage devices.

3.6 INSTALLATION OF HYDRANTS

- A. Install hydrants in locations shown on the plans or as directed by the Engineer. Hydrants shall be installed in accordance with the manufacturer's recommendations. Hydrant drains shall be plugged.
- B. Hydrants, as detailed on the Drawings shall be set at the location designated by the Engineer and shall be bedded on a firm foundation. A drainage pit 3 feet in diameter and to the limits shown on the Drawings shall be filled with 3/4" crushed stone and satisfactorily compacted. Each hydrant shall be set in true vertical alignment and shall be properly braced. Concrete thrust blocks shall be placed between the back of the hydrant inlet and undisturbed soil at the end of the trench providing at least the minimum bearing as shown on the Drawings. The hydrant shall be tied to the pipe with suitable stainless steel rods or clamps. Wedge action retainer glands or grip ring mechanical joint restraints must be used to join all pipes and fittings, from the tee at the main, to the hydrant

3.7 INSTALLATION OF VALVE PITS AND WATER METER PITS

- A. Construct poured-in-place or pre-cast concrete of dimensions indicated, with manhole frame and cover, ladder, and drain. Provide sleeves with waterproof sleeve seals for pipe entry and exit.
- B. Water Meter: Install water meter in accordance with AWWA M6, in meter pit, in location and with support as indicated. Provide 3-valve bypass around meter, full size of water service piping.

3.8 INSTALLATION OF IDENTIFICATION

- A. Install continuous plastic underground detectable warning tape during back-filling of trench for underground water service piping. Locate approximately 24 inches above pipe, directly over centerline of piping.

3.9 INSTALLATION OF POLYETHYLENE ENCASEMENT

- A. The polyethylene encasement shall prevent contact between the pipe and the surrounding backfill and bedding material, but it is not intended to be a completely airtight or watertight enclosure. During installation, soil or embedment material shall not be trapped between the pipe and the polyethylene. The polyethylene film shall be fitted to the

contour of the pipe creating a snug but not tight, encasement with minimum space between the polyethylene and the pipe. Sufficient slack shall be provided in contouring to prevent stretching the polyethylene where it bridges irregular surfaces, such as bell-spigot interfaces, bolted joints, or fittings and to prevent damage to the polyethylene caused by backfilling operations. Overlaps and ends shall be secured with adhesive tape, or plastic tie straps. Also, circumferential wraps of tape should be placed at 2 ft intervals along the barrel of the pipe to minimize the space between the polyethylene and the pipe.

- B.** Specification installation of the polyethylene film shall be according to AN
ANSI/AWWA C105/A21.5-99 section 4.4.2.1 Method A.
- C.** Cut polyethylene tube to a length approximately 2 ft longer than the pipe section. Slip the tube around the pipe, centering it to provide a 1-ft overlap on each adjacent pipe section and bunching it accordion-fashion lengthwise until it clears the pipe ends.
- D.** Lower the pipe into the trench and make up the pipe joint with the preceding section of pipe. A shallow bell hole must be made at the joints to facilitate installation of the polyethylene tube.
- E.** After assembling the pipe joint, make the overlap of the polyethylene tube. Pull the bunched polyethylene from the preceding length of pipe, slip it over the end of the new length of pipe, and secure it in place. Then slip the end of the polyethylene from the new pipe section over the end of the first wrap until it overlaps the joint at the end of the preceding length of pipe. Secure the overlap in place. Take up the slack width at the top of the pipe to make a snug but not tight fit along the barrel of the pipe, securing the fold at quarter points.
- F.** When it is not practical to wrap valves, tees, crosses and other odd shaped pieces in a tube, wrap with a split the length of the polyethylene tube by passing the sheet under the appurtenance and bringing the sheet around the body. Make seams by bringing the edges of the polyethylene sheet together, folding them over twice, and taping them. Tape the polyethylene securely in place at the valve stem and other penetrations.
- G.** Repair cuts, tears, punctures, or damage to polyethylene with adhesive tape or with a short length of polyethylene tube cut open, wrapped around the pipe to cover the damaged area, and secured in place.
- H.** Provide openings for branches, service taps, blowoffs, air valves, and similar appurtenances by cutting an X in the polyethylene and temporarily folding back the film. After the appurtenance is installed, tape the slack securely to the appurtenance, and repair the cut and any other damaged areas in the polyethylene with tape. Direct service taps may also be made through the polyethylene, with any resulting damaged areas being repaired as described previously. To make direct service taps, apply two or three wraps of adhesive tape completely around the polyethylene encased pipe to cover the area where the tapping machine and chain will be mounted. This method minimizes possible damage to the polyethylene during the direct tapping procedure. After the

tapping machine is mounted, the corporation stop is installed directly through the tape and polyethylene.

- I. Where polyethylene wrapped pipe joins an adjacent pipe that is not wrapped, extend the wrap to cover the adjacent pipe for a distance of at least 3 ft. Service lines of dissimilar metals shall be wrapped with polyethylene for a minimum clear distance of 3 ft away from the ductile iron pipe.

3.10 RECORD DRAWINGS

A. The following record drawings must be prepared by the Contractor:

1. Precisely measured dimensions to all on-line gate valves.
2. Precisely measured dimensions to all blow-offs.
3. Precisely measured dimensions to all house service shut-offs.
4. Precisely measured dimensions to all house service taps to primary mains.
5. Precisely measured dimensions to all distribution piping at approximately 200-foot intervals.
6. Precisely measured dimensions to any principal changes in pipe direction or size.
7. Precisely measured dimensions of vertical depths of pipes and appurtenances, shown on the profiles.

3.10 CLEANING AND DISINFECTION

A. Before being placed in service, all new water mains shall be chlorinated using the continuous feed method specified in AWWA C601. The procedure shall be approved by the Engineer in advance:

1. The location of the chlorinating and sampling points will be determined by the Engineer in the field. Taps for chlorination and sampling shall be installed by the contractor.
2. Any materials such as corporations and copper pipe will be provided by the Contractor. The Contractor shall excavate, remove testing lines and backfill taps following approval by the Engineer.

B. The general procedure for Chlorination shall be first to flush all dirty or discolored water from the lines, and then introduce chlorine in approved dosages through a tap at one end, while water is being withdrawn at the other end of the line. The chlorine solution shall remain in the pipeline at 50 parts per million (PPM) for 24 hours. The chlorine solution must be purged from the pipeline no later than 36 hours following initial injection.

C. Following the chlorination period, all treated water shall be flushed from the lines at their extremities, and replaced with water from the distribution system. All treated water flushed from the lines shall be disposed of by discharging to the nearest sanitary sewer or by other approved means. No discharge to any natural watercourse will be allowed.

The Contractor shall obtain samples of replacement water for bacteriological analysis by an approved laboratory in full accordance with AWWA Specification C601. The Contractor will be required to rechlorinate, if necessary, and the line shall not be placed in service until the requirements of the New Hampshire Department of Environmental Services, Water Supply and Pollution Control Division are met, and the Engineer is provided with a copy of the results from the approved laboratory.

- D.** The Contractor is responsible for all costs associated with disinfection and testing, including any and all costs for re-chlorination and re-testing necessary due to failed tests.
- E.** After a failed disinfection test, the Contractor shall flush, re-chlorinate, and re-test the main until such time as a satisfactory test result is obtained.

3.11 HYDROSTATIC TESTING

- A.** The Contractor shall notify the Engineer and the Owner at least 48 hours in advance of beginning testing or disinfection.
- B.** The Contractor shall furnish a test pump, gauges, and any other equipment required in conjunction with carrying out the hydrostatic test.
- C.** All pipelines shall be subjected to a hydrostatic pressure of 200 psi. This pressure shall be maintained for a minimum of one hour. Any loss of pressure will be unacceptable.

End of Section

F. Attachments

Derry Utility Permit Regulations

UTILITY PERMIT REGULATIONS

GENERAL PERMIT CONDITIONS AND STREET EXCAVATION REQUIREMENTS



**TOWN OF DERRY
DEPARTMENT OF PUBLIC WORKS
14 Manning Street
Derry, NH 03038**

2015

1. GENERAL

The Permittee must complete the application form attached and submit a detailed plan of proposed work at least **72 hours** prior to conducting any work in the Town of Derry owned roadway, right-of-way or easement. All initial requests shall be submitted to the Engineering Division for review and distribution to other signatories within the Town. Each application shall be assigned to an Inspector within the Engineering Division who shall monitor all phases of the work.

Permittee must be a public utility or the Contractor who performs the work. All Permittees are responsible for Subcontractors to adhere to these regulations. A copy of the Permit shall be kept with the foreman at the place where the work is being performed.

Planned excavation permits shall only be authorized between **April 15** and **November 15** in any calendar year. Only emergency excavations shall be considered between November 15 and April 15 and no work shall be performed during periods of inclement weather or as directed by the Town of Derry Public Works (DPW). No permanent street restoration will be allowed between November 15 and April 15 unless specifically authorized by the Town.

DPW reserves the right to revoke the permit at any time.

2. INSURANCE REQUIREMENTS

Provide a certificate of insurance, naming the Town of Derry as additional insured with the following coverage:

General (Comprehensive) Liability

Bodily Injury or Death - Each Person	\$ 1,000,000.
Bodily Injury or Death - Each Accident	2,000,000.
Property Damage - Each Accident	500,000.
Property Damage - Aggregate	1,000,000.
Medical Expenses - Any one person	5,000.
Fire Damage - Any one fire	50,000.

Automobile and Truck Liability

Bodily Injury of Death - Each Person	\$ 1,000,000.
Bodily Injury or Death - Each Person	2,000,000.
Property Damage - Each Accident	500,000.
Property Damage - Aggregate	500,000.

Other Liabilities

Worker's Compensation Employee's Liability	\$ 500,000.
Excess/Umbrella Liability	1,000,000.
Owner's Contractor's Protective Liability	1,000,000.

Insurance similar to that required of the Permittee shall be provided by, or on behalf of all independent Subcontractors used by the Permittee during the period of this Permit.

The applicant agrees to indemnify and save harmless the Town from all claims for damage or injury whatsoever, that may arise from the encumbrance, obstruction, occupation, or use of the street, highway, sidewalk, or greenbelt within the Town's public right-of-way (ROW), as well as claims for loss or interruption of business where the encumbrance or construction impedes the flow of traffic to any person or property arising out of the activities of the permit. The Town in no case assumes any responsibility by reason of granting this permit.

3. SURETY REQUIREMENTS

The Permittee must establish a permit bond, letter of credit written on a New Hampshire bank or cash deposit for a period of twenty-four (24) months after work has been completed and accepted by the Town of Derry. The financial guarantee shall be a minimum amount of Five Thousand Dollars (\$5,000.00) (except that the Town may require a multiple of that amount depending upon the volume of the work being performed by the Permittee) guaranteeing the condition of the excavation and the fulfillment of the provisions, instructions, and regulations prescribed herein.

Further, if a future road restoration such as a full width mill & inlay is required, then the Permittee must establish an additional surety as noted within the moratorium section herein.

4. PLANS & OTHER SUBMISSIONS

A detailed plan (scaled & computerized) shall be submitted with the permit application depicting the subject property and adjacent properties showing existing surface and subsurface conditions including the placement of existing utilities, structures, street layouts, trees, or other vital structures within the public right-of-way or on private properties that may be affected by the work or as designated by the Town. (The Town's web based GIS mapping showing all utilities and appropriate scaling shall be the minimum standard for acceptable plan submissions).

The Permittee must provide evidence that he/she is competent and equipped to do the proposed work. In cases where work is associated with the Town's utilities such as water, sewer or drainage, the **applicant must be qualified as a Utility Service Contractor (USC).**

The Applicant must affirm that they are not delinquent in fees, fines, or payments due to the Town on prior work.

5. ROADWAY MORATORIUMS

The Town of Derry through its Roadway Management Program has established an ongoing schedule for the rehabilitation or reconstruction of public streets. The Town shall enforce a five (5) year moratorium from any open cut excavations in roadways following any placement of pavement or reconstruction. The DPW shall maintain a list identifying protected roads with updates occurring every new fiscal year (July 1).

No excavation permits shall be issued for roads on the moratorium list without one of the following additional options met:

1. Establish a cash escrow account (submit a bank certified check) for a minimum amount of Ten Thousand Dollars (\$10,000.00) with the Town of Derry.
2. Establish a letter of credit on a New Hampshire bank for a minimum amount of Ten Thousand Dollars (\$10,000.00) with the Town of Derry.
3. Negotiate a price for final mill & inlay directly with the Town's Contractor for the Roadway Management Program and pay them directly thus eliminating the need for additional escrow and relieving the Permittee of this obligation.

6. EXISTING UTILITIES

It is the **Permittee's responsibility to notify DIGSAFE** prior to any excavation. The Town of Derry is **not affiliated** with DIG SAFE and must be notified separately for the marking out of water, sewer, & storm drain related utilities and the same waiting period applies. It shall be the responsibility of the Contractor to locate all questionable utilities in the field by exploratory test pitting. Any utilities damaged by the Contractor's activities shall be repaired immediately by the Contractor at no cost to the Owner(s).

In the event of interruption to water or other utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of services. If water service is interrupted, repair work shall be continuous until the service is restored. If any utility service is interrupted for more than 4 hours, the Contractor shall make provisions for temporary service at his own expense until service is resumed.

7. TRAFFIC CONTROL & SAFETY

Proper maintenance of traffic shall be the responsibility of the Permittee at their expense.

A traffic control plan shall be submitted to DPW that maintains a minimum one lane of traffic at all times during work. The minimum width for temporary traffic lanes should be eleven (11) feet. Suitable access shall be provided to all properties and to all places of business at all times. Two-way traffic shall be maintained at night, weekends and holidays.

The Contractor shall furnish and erect road construction and detour signs and barricades as required for work zone construction. Minimum signage shall be as shown in the attachment and be performed in accordance with the State of New Hampshire Traffic Control Handbook or as directed by the Town.

The Town shall determine if uniformed police officers or certified flaggers are required to direct traffic. A minimum of two (2) certified flaggers shall be provided by the Contractor in order to maintain one lane of traffic for the duration of the project. Derry DPW or Police Department may require the Permittee to suspend work if acceptable traffic control is not maintained.

Road closures and detours may be considered on low volume roads but access for **emergency vehicles**, local residents and businesses shall be provided. Closures must be approved and coordinated through Derry DPW, Police Department, Fire Department, and School District(s).

No trenches or excavations will be left unattended or be left open overnight. All equipment and materials stored within the ROW shall be secured with lighted barriers, snow fence, or any other security measures requested by the Town for public safety. The Contractor shall not enter upon

nor occupy with men, equipment or materials any property outside of the public highways or Town easements, unless written consent of the owner is obtained prior to entry.

8. ABOVE GROUND WORK

Any above ground work associated with the trimming and/or tree removal must be reviewed and approved by DPW. Owners of above ground utilities shall also provide written notice to abutters regarding said work.

Pole owners seeking a "Utility Installation Permit" will be required to provide evidence of a current pole license as a prerequisite for permit approval. The Town's Assessing Department and Town Clerk will first review the pole license status prior to the permit being forwarded to DPW. No procedural change if you are only replacing/repairing an existing pole.

9. TRENCHING CONSTRUCTION REQUIREMENTS

All pavement shall be saw cut to the extents required to safely procure the work (utilizing shoring & sheeting) while minimizing unnecessary pavement disturbance. Pavement shall be removed & disposed by the Contractor. Excess or unsuitable excavated material must also be removed & disposed by the Contractor. The Town does not accept excavated pavement/material and it must be transported to a recycling/material processing plant.

Any ledge encountered must be removed by a hydraulic hammer mounted on an excavator. **No blasting within twenty (20) feet of any utility shall be permitted.** If suitable, existing materials shall be utilized between pipe embedment limits and bottom of roadway gravel limits. Derry DPW shall approve the material prior to backfill and may request granular backfill sand (NHDOT 209.3) in place of unsuitable material. All material shall backfilled in layers not exceeding eight (8) inches be compacted to minimum 95% optimum density by means of pneumatic or vibratory compactors and in accordance with Town of Derry Roadway Specifications, Latest Revision.

Within roadways, a minimum twenty **(20) inches of NHDOT 304.3 1-1/2" crushed gravel** shall be placed in layers not exceeding eight (8) inches and be compacted to minimum 95% optimum density by means of pneumatic or vibratory compactors and in accordance with Town of Derry Roadway Specifications, Latest Revision. A minimum of twelve **(12) inches of NHDOT 304.3 1-1/2" crushed gravel** shall be placed in areas of disturbed driveway aprons and sidewalks. If existing sand/gravel depths are greater, the gravel thickness shall be increased to match it.

A minimum two (2) inches of temporary bituminous pavement shall be placed and maintained by the Contractor for a **minimum of 60 days** following excavation and backfill.

After 60 days, saw cut back all trench edges at least one (1) foot and remove & dispose of all temporary and cut pavement. Apply emulsion on all existing pavement edges. Place minimum four (4) inch depth final trench patch consisting of 2-1/2" depth of 3/4" binder course bituminous pavement and 1-1/2" depth of 3/8" finish course bituminous pavement. **Any patch that is wider than eight (8) feet shall be completed by machine method.** All finish course bituminous pavement must be compacted through a minimum two (2) ton steel drum roller. Adjust any gate boxes, or frames and covers prior to finish course bituminous pavement. Add a gate box riser to any curb stops within all pavement limits including sidewalks and driveways. All paving shall also comply with Town of Derry Roadway Specifications, Latest Revision and

Standard Specifications for Road and Bridge Construction, State of NH Latest Revision.

Sidewalk reconstruction shall be as follows:

Reinforced Concrete: The gravel base shall be uniformly fine graded to a minimum four (4) inch depth for concrete placement while possessing a cross slope of $\frac{1}{4}$ " per foot toward road. The concrete shall have a minimum compressive strength of 3,000 psi and reinforced with No. four (4) steel 4" x 6" mesh and have a flat wood finish. Dividing joints shall be scored into the sidewalk every four (4) feet and expansion joints of $\frac{3}{4}$ " width shall be provided every twenty (20) feet.

Bituminous Concrete: The gravel base shall be uniformly fine graded to a minimum three (3) inch depth for paving while possessing a cross slope of $\frac{1}{4}$ " per foot toward road. Place minimum four (3) inch depth final trench patch consisting of 2" depth of $\frac{3}{4}$ " binder course bituminous pavement and 1" depth of $\frac{3}{8}$ " finish course bituminous pavement. All finish course bituminous pavement must be compacted through a minimum two (2) ton steel drum roller. Adjust any gate boxes, or frames and covers prior to finish course bituminous pavement. Add a gate box riser to any curb stops within all pavement limits including sidewalks and driveways. All paving shall also comply with Town of Derry Roadway Specifications, Latest Revision and Standard Specifications for Road and Bridge Construction, State of NH Latest Revision.

Any disturbed markings or lines shall be repainted or thermoplastic applied at the Permittee's expense and as directed by the Town. All other disturbed features such as curbing, loam & seeding, plantings, signs, etc. shall be reset or reconstructed as directed by the Town.

Workmanship Standards: All paved surfaces must be completed in a manner that achieves the smoothest finish and matches concisely with surrounding lines and grades. If surfaces are not uniform and smooth or the ride smoothness is noticeably reduced from preexisting conditions, then work shall not be accepted and will be reconstructed accordingly.

10. FULL WIDTH MILL & INLAY REQUIREMENTS

All Mill & Inlays must be completed one winter cycle following completion of the final trench patch. Depth of all cold planings shall be a minimum of 1-1/2" for the entire width of the roadway. Minimum length of milling area shall be fifty (50) feet from the edges of trench in each direction or total of one hundred ten (110) feet whichever is greater.

Cold planing shall be completed by a Roadtec RX-700, 700hp with 12" plunge depth or equivalent-no loader or skid steer drum grinding attachments permitted. All milled areas shall be swept clean by a mechanical sweeper possessing a self-contained dust pan that collects the debris using a wet process-no open brushing permitted. A trimmer having a minimum width of eighteen (18) inches shall be used to "keyway" transverse square edges at all tie-ins and around structures. All millings shall be removed and disposed of by the Contractor. Prior to paving, the entire milled area shall be hot bituminous tack coated by machine method (spray bar).

The Contractor shall place 1-1/2" depth of $\frac{3}{8}$ " finish course bituminous pavement (machine method). After compaction the new patch shall match exactly the line and grade of the adjacent roadway. All paving operations & compaction shall also comply with Town of Derry Roadway Specifications, Latest Revision and Standard Specifications for Road and Bridge Construction, State of NH Latest Revision.

11. MAINTENANCE & WARRANTIES

The Town shall have the right to suspend all construction activities which in its opinion are unsafe to the traveling public and are putting utilities or the road structure at risk for damage or failure.

The Town may employ the use of DPW forces or any third party to correct any unacceptable work upon failure of the Permittee to make such corrections within a reasonable time after request. Certain work such as damaged utilities or trench settlement may require immediate attention. Said corrections shall be at the expense of the Permittee.

During the construction and upon completion of the construction activities, DPW will inspect the work. Final acceptance may be withheld should the work not be completed in a workmanlike manner and in accordance with the terms of this permit.

Any future distortion along the trench, due to settlement or other causes attributable to the construction, shall be corrected as required during the period of twenty four (24) months following the acceptance of the project.

(1)



W20-1b



W20-1



W20-1

500' 1000'



W20-1



W20-1



W20-7

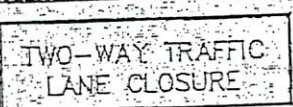


W20-4



W20-1

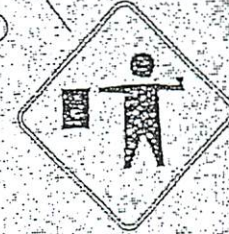
500' 500' 500'



W20-1



W20-4



W20-7

LEGEND

CHANNELIZING DEVICES - MAY BE ONE OF THE FOLLOWING:
 - TYPE II BARRICADE
 - 24" CONES
 - CHANNELIZERS - SEE CS-2

RECOMMENDED TAPER LENGTH AND DEVICE SPACING FOR CHANNELIZING TAPERS

APPROACH SPEED OF TRAFFIC IN MILES/HOUR (S)	MINIMUM TAPER LENGTHS FOR LANE WIDTHS (FT)			MAXIMUM DEVICE SPACING IN FEET
	10 FT	11 FT	12 FT	
20	70	75	80	20
25	105	115	125	25
30	150	165	180	30
35	205	225	245	35
40	265	295	320	40
45	450	485	540	45
50	500	550	600	50
55	550	605	660	50

GENERAL NOTES

MATERIALS AND FABRICATION SHALL CONFORM TO CURRENT SIGN STANDARD SHEETS AND SECTION 610 OF THE STANDARD SPECIFICATIONS. OPTIONAL SIGN SUPPORT SYSTEMS ARE SUBJECT TO APPROVAL.

FOR DAYTIME USE CHANNELIZING DEVICES MAY BE CONES, CHANNELIZERS, TYPE II BARRICADES OR ALTERNATING CHANNELIZERS AND TYPE II BARRICADES.

WHEN ORDERED, CHANNELIZING DEVICES SHALL BE EQUIPPED WITH TYPE C STEADY BURN LIGHTS. EXCEPT FOR THAT TYPE A FLASHING LIGHTS SHOULD BE USED AT THE FIRST AND LAST BARRICADES.

CONES WILL NOT BE PERMITTED FOR PERMANENT NIGHTTIME CLOSURES. CONES USED FOR OPERATIONAL NIGHT CLOSURES WILL BE REFLECTORIZED.

IT MAY BE REQUIRED TO EXTEND LANE CLOSURE TAPERS TO EFFECT A SMOOTH TRANSITION WHERE GEOMETRIC ALIGNMENT REDUCES SIGHT DISTANCE.

(1) ADDITIONAL SIGNING AS REQUIRED WILL BE AT THE DISCRETION OF THE ENGINEER. ARROW BOARD TO BE USED ON MULTIPLE LANE FACILITIES.

L = WS / 60, FOR S OF 40 M.P.H. OR LESS
 L = WS FOR S OF 45 M.P.H. OR MORE
 TAPER LENGTHS SHOWN ARE ROUNDED TO THE NEAREST 5 FEET
 L - LENGTH OF TAPER
 S - SPEED LIMIT
 W - WIDTH OF ROADWAY TO BE CLOSED

G. Appendices

Geotechnical Report

Derry Water Main Specifications

GEOTECHNICAL REPORT

The attached geotechnical report of Verdantas, LLC presents information and data obtained for purposes of project engineering and design. The report is included herein to make the information and data available to Bidders and Contractors.

There is no warranty, expressed or implied, given to Bidders or Contractors by the Owner or Verdantas, LLC regarding these data or their adequacy to serve the purposes of Bidding and Contractors. Bidders and Contractors should not rely solely on the information and data described herein, but should obtain whatever information and data they deem necessary for their purposes.

This report is not a part of the Contract Documents.



Geotechnical Evaluation Report

Remedy PFAS Contamination in Domestic Water

Morningside Drive Water Main Interconnection

Morningside Drive, Derry, NH

Prepared for:

Morningside Drive Water Association

13 Morningside Drive

Derry, NH 03038

Prepared by:

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Verdantas Project No: 16716

December 2024



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1. INTRODUCTION

Verdantas LLC (Verdantas) prepared this geotechnical report for Morningside Drive Water Association to support the design of proposed water supply development and connection of the Morningside Drive Water Association to The Town of Derry Water System (DWS) hereafter referred to as the 'Project'. A Site Locus map is included as **Figure 1**, which shows the approximate Project location. This report is intended to characterize subsurface conditions along sections of the proposed water main alignment and provide pipe installation recommendations in support of the Project development. Verdantas prepared this geotechnical evaluation in accordance with our scope of services dated July 25, 2024, approved by Morningside Drive Water Association Treasurer, David Stratton, on August 12, 2024. This report is subject to the Limitations included herein.

1.1 Project Information

Our current understanding of the Project is that it will consist of approximately 2,800 linear feet of underground water main connected to the Town of Derry water distribution system installed along Tsienneto Road, in a location at Morningside Drive and Fieldstone Lane (both in Derry, NH). Our understanding of the proposed Project is based upon the following:

- site walks along the proposed water main alignment;
- review of the 2024 plan prepared by Verdantas, titled "Morningside Drive Water Main Interconnection– Overall Site Plan" (the Overall Site Plan);
- the Town of Derry 1993 "WATER MAIN SPECIFICATIONS" including February 1998 and March 2001 Amendments and Revisions; and
- review of pertinent and readily available online information such as aerial photographs, topographical maps, and surficial geology maps.

We understand that DWS water utilities are required to have 5.5-feet of cover below finished grade and a minimum of 6-inches of sand bedding below and 12-inches above the utility. Based on the pipe diameters identified on the Overall Site Plan, this places the depth of excavation for water main trenching between 6.2 and 7 feet.

Surficial geology maps and visual observation of the Project area indicate the presence of bedrock outcrops along the proposed water main alignments. The presence of these outcrops indicates that bedrock removal will likely be required for the watermain installation. The intent of the investigation program described herein was to collect subsurface information to assist the design team to evaluate the quantity and quality of project bedrock and selection of the most effective pipe installation methods (e.g., pipe jacking, open trenching, horizontal directional drilling, etc.).

1.2 Site Description

Verdantas understands that the portion of proposed water main along Morningside Drive will total approximately 2,100-feet in length. The proposed water main is planned to start at an DWS operated utility, along Tsienneto Road, scheduled for completion by the town of Derry in July 2025.

The remaining approximate 700 feet of proposed water main will be installed along Fieldstone Drive connecting to the water main along Tsienneto Drive and continuing along Fieldstone Drive and where it 'T's' in to the proposed watermain alignment on Morningside Drive. Both water

main alignments will be installed within the Town of Derry right of way and provide service to the Morningside Drive Water Association.

Topography across the Project is variable and generally features residential dwellings surrounded by forested rolling hills with relatively mild elevation changes ranging from 340 feet at the lowest point to 398 feet at the highest. There are sporadic rock outcrops present across the Project alignment.

2. GEOTECHNICAL INVESTIGATION ACTIVITIES

2.1 Pre-Clearing Activities - Geotechnical Boring Program

Boring locations were selected along the proposed alignment with the intent of characterizing expected typical conditions, including the general continuity of expected shallow bedrock and the nature of deeper native or fill deposits. Borings were then marked out on the roadways by Verdantas on September 17, 2024, with slight field adjustments being made for certain locations due to actual features present. Prior to initiating the subsurface investigation, DigSafe Systems, Inc. (DigSafe) was notified to mark potential buried utilities present at the proposed locations. For borings in these locations, GPRS, Inc. was subcontracted to identify and mark underground utilities, if present, prior to starting the drilling program using ground penetrating radar on October 1, 2024.

2.2 Geotechnical Boring Program

Verdantas coordinated a focused geotechnical drilling program along the proposed water main alignment. GeoSearch Inc. (GeoSearch) of Sterling, MA was subcontracted to advance a total of 8 borings. The investigation was performed using a CME 55 Drill Rig. A Verdantas representative was present during the investigation activities to observe, photograph, and log subsurface conditions encountered at each of the boring locations.

All 8 soil borings advanced included split spoon sampling of overburden soils. In addition to split spoon sampling, 2 soil borings included bedrock coring. The remaining 7 borings were designated as ledge probes, advancing the auger flight until auger refusal occurred that was inferred to indicate the bedrock surface, or until the augering extended below planned excavation depths.

During the period of October 8, 2024 to October 9, 2024 eight soil borings were advanced, (designated F-01, F-02, M-01, M-02, M-04, M-06, M-07, and M-08). Two of the ten planned borings (M-03 and M-05) were not advanced due to utility proximity and associated safety concerns. See **Figure 2** for boring locations.

Verdantas oversaw the advancement of:

- six borings located along Morningside Drive, designated M-01 to M-08; and
- two borings located along Fieldstone Lane, designated F-01 and F-02.

Borings were advanced using 4.24-inch diameter hollow-stem augers as indicated on the boring logs in **Appendix A**. Where split spoon samples were taken, samples were recorded in general accordance with the American Society for Testing Materials (ASTM) specifications for the Standard Penetration Test (SPT).

A 24-inch split spoon sampler was used to recover the samples. The sampler was advanced by blows from a 140-pound auto hammer free falling from a height of 30 inches, with the number of

blows needed to advance the sampler in 6-inch increments of penetration being recorded for each 24-inch sample interval. The summation of the blows necessary to drive the second and third increments is called the Standard Penetration Number (N-value), which is used as an indicator of the soil's inherent bearing capacity and in situ density.

The soil samples retrieved in the split spoon sampler during each SPT were visually classified in general accordance with the Burmister Soil Classification System. Bedrock cores were collected from select borings to confirm the presence and quality of bedrock along the water main alignment, with core collection targeted in areas where bedrock was encountered within the anticipated excavation depths. Photographs of bedrock cores are included in Appendix B

3. SUBSURFACE CONDITIONS

The soil profile and conditions outlined below highlight the major subsurface stratifications encountered in the borings drilled at the Site. The individual boring logs should be consulted for detailed descriptions of the subsurface conditions identified at each boring location. When reviewing the boring records and the subsurface profile, it should be understood that subsurface conditions might vary between and away from the boring locations. The findings of this report are less likely to apply to areas not explored as a function of increased distance away from the specific subsurface exploration locations. Variations in subsurface conditions are possible laterally and with depth that are not identified on the boring logs or otherwise in this report.

3.1 Overburden Soils

Fill and Native Sands were encountered at most of the boring locations and are inferred to extend from the ground surface to a depth range of approximately 2 to 16 feet along the planned water main alignment. In general, the overburden soils varied greatly ranging from relatively shallow to below expected excavation depths. Refer to boring logs in **Appendix A**, and the Boring Location Plan Overview in **Figure 2 -Table 1** for additional detail. General soil depth to bedrock has been separated by location and is as follows:

Fieldstone Drive (F-01, F-02, and M-06)

Overburden was observed to range from approximately 2 to 7 feet in thickness. In general, these soils consisted of 0.3 to 0.5 feet of topsoil underlaid by sand fill and/or native sands. The sand fill was generally 1.5 to 6.8 feet thick consisting of brown, medium dense, sand, gravel, and silt. Native sands were generally 0 to 2 feet thick consisting of red-brown, medium dense, fine to coarse sand and gravel, and trace silt.

Morningside Drive (M-01, M-02, M-04, M-06, M-07, and M-08)

Overburden was observed to range from approximately 3.5 to 15.7 feet in thickness. In general, these soils consisted of 0.3 to 0.5 feet of topsoil underlaid by sand fill and/or native sands. The sand fill was generally 0 to 6.7 feet thick consisting of light-brown, medium-dense, sand and gravel, and silt. Native sands were generally 0 to 15.7 feet thick consisting of brown, dense, fine-coarse sand and gravel, and trace silt.

3.2 Bedrock/Refusal Surfaces

Bedrock was encountered in seven of the eight borings. The depth to the competent bedrock surface is interpreted to range from 7 to 10 feet below ground surface; the shallowest depth to competent bedrock was encountered in boring F-01 and the greatest depth to competent

bedrock was encountered in boring M-06. Refer to Boring logs in **Appendix B**, and the Boring Location Plan Overview in **Figure 2 -Table 1** for additional detail. The individual boring logs should be consulted for detailed descriptions of bedrock and refusal surfaces identified at each boring location general bedrock and refusal surfaces along each of the roadway segments are as follows:

Interbedded weathered bedrock and native sands were encountered in borings M-01 and M-04 at depths of 4 and 5.2 feet and extending until termination of the boring at 12 and 14.5 feet respectively. The bedrock samples appeared highly weathered and in various layers had reverted to soil-like consistency.

Weathered bedrock was encountered in borings F-01, F-02, M-06, M-07, and M-08 at depths of 4 feet, 2 feet, 7 feet, 4.8 feet, and 8.3 feet respectively.

Competent Bedrock was encountered in borings F-01 and M-06 at depths of 7 and 10 feet respectively and verified with 5 feet of rock core.

The bedrock surfaces were generally closer to the surface at the junctions of Fieldstone Drive and Morningside Drive with Tsienneto Road, and at the end of the Morningside Drive alignment in proximity to the cul-de-sac. The locations with closer surface proximity were noted to be high points in the adjacent local topography. It is anticipated that weathered bedrock and competent bedrock will be encountered sporadically along portions of both proposed pipe alignments.

3.3 Groundwater Observations

Observations were made for the presence of groundwater during drilling operations. With the exception of boring M-02, groundwater was not encountered in any of the borings within the alignments on Fieldstone or Morningside Drive. The groundwater observed in boring M-02, was noted as perched and was encountered at a depth of 6 feet. The individual boring logs should be consulted for detailed descriptions of the subsurface conditions identified at each boring location.

4. FEASIBILITY EVALUATION

Based upon the subsurface data collected by Verdantas, subsurface soils within the investigation areas are suitable for the proposed new water main alignments provided proper engineering and construction practices are performed. However, conditions are variable, and engineering and construction practices will, as much as is practicable, need to be tailored to similar sections of the alignment. These practices will primarily include cut-and-cover but will depend upon the chosen pipe installation method for each section of the new alignment(s).

Native soils encountered at the likely pipe installation depths are structurally capable of providing underlying support and maintaining the integrity of overlying formations and surficial features. Where competent bedrock is encountered in conflict with the proposed water main elevations, its removal can be achieved by excavation and hoe-ramming in most places. However, line drilling may be implemented as a potential cost saving measure.

Verdantas preliminarily evaluated several alternatives to facilitate the proposed new pipeline construction based upon alternatives such as Jack and Bore and Directional Drilling being applicable to significant portions of the alignment. While other alternatives were considered, it is expected that open trenching methods will be used for the installation of new water lines throughout the Project site.

This report does not include an exhaustive or complete feasibility analysis of different pipe installation options for each logical subsection of the alignment, but instead is intended to identify several reasonable techniques and associated risks. Any proposed alternatives would require additional evaluation with regard to their feasibility, cost, and performance in consideration of access and continuity of subsurface conditions.

4.1 Open Trenching

Open trenching is the standard approach for construction of pipelines, where a trench is excavated, the pipe installed, and then backfilled. Temporary shoring is typically required to minimize excavation volumes and facilitate the safe installation and backfill of the new piping.

There are several advantages of this method. A specialty contractor is not needed to install the pipeline. Cut and cover operations can achieve significant productivity under many conditions, and starting and stopping operations is relatively straight forward. This method also reasonably allows for the implementation of switching excavation methods depending upon conditions encountered.

The disadvantages of this method include that there will be relatively significant surface disturbance and considerations must be made for shoring and dewatering. This method also requires more lateral space along the alignment to deliver and install materials, as well as to remove spoils and maneuver the shoring. Traffic barriers and active control are also common.

4.2 Installation Recommendations

4.2.1 Roadway Corridors

Based on the observed subsurface conditions along the proposed watermain alignments, it is recommended that open trenching methods be used for installation along roadway corridors. We anticipate that excavation depths of 6.2 to 7 feet will be needed to provide the 5 feet of pipe cover required by DWS.

The contractor should be prepared to excavate weathered bedrock and competent bedrock along portions of the roadway alignment. It is anticipated that mechanical methods, such as a hydraulic hoe ram, can likely complete the required bedrock excavation in an efficient manner for most of the sections where bedrock will interfere with the water main elevation.

Given the nature of the bedrock, narrow right of ways, and the proximity of the work to existing roadways and overhead utilities, blasting of the bedrock will likely be difficult and may not be possible in many locations. However, the Contractor may propose alternative bedrock excavation methods with their bid for approval by the Engineer.

Additionally, we strongly recommend that the project team coordinate with DWS to evaluate using foam insulation and traditional cover as frost protection for the pipe along select portions of the alignment(s), to allow for less than 5 feet of pipe cover currently required by DWS. This could reduce the amount of bedrock excavation, saving costs and ultimately expediting the construction schedule.

Pipe subgrades and backfill should be prepared in accordance with the recommendations provided in Sections 5.1. and 5.2.

4.2.2 Fieldstone Drive

Based on the observed subsurface conditions of borings (F-01 and F-02) located along the water main alignment from its origin at Tsienneto Road to where it connects with the proposed alignment on Morningside Drive (M-06), the bedrock surface is variable through the area. Generally, bedrock was shallow at its connection to Tsienneto Road and became progressively deeper toward the base of the hill and the end of the alignment where it joins the proposed Morningside Drive Alignment. It should be noted that this interpretation is based upon only two borings. The Contractor may also need to plan for dewatering pit locations. Given the relatively shallow bedrock, increasing groundwater levels could correlate closely with precipitation events and be encountered seeping across the top of the bedrock surface.

4.2.3 Morningside Drive

Based on the observed subsurface conditions of borings M-01, M-02, M-04, M-06, M-07, and M-08, the alignment's proposed origin starts at Tsienneto Road and continues along Morningside Drive to the dead end where it terminates. It is anticipated that the bedrock surface is variable through this area. However bedrock it is generally shallow at the beginning of the alignment and deepens at topographically lower areas along the alignment before again becoming shallower toward the end of the alignment. The Contractor may also need to plan for dewatering pit locations. Given the relatively shallow bedrock in this area of the Project, increasing groundwater levels could correlate closely with precipitation events.

5. GENERAL PIPELINE CONSTRUCTION RECOMMENDATIONS

5.1 Acceptable Bearing Surfaces for Open Trench Installation

Based upon Verdantas' current understanding of the proposed pipeline alignment and anticipated installation depths, the acceptable bearing surfaces for the proposed piping will primarily be undisturbed, approved prepared inorganic natural subgrades, or bedding fill placed above prepared and approved fill or approved bedrock surfaces. Although the pipeline is anticipated to induce very small loading to the subgrade soils, the occasional pockets of loose subgrade soils could experience minor differential settlement in some locations: this can be mitigated by aggressive compaction of those materials.

Verdantas recommends that natural undisturbed, inorganic subgrade and approved granular in-situ fill materials be compacted with a plate compactor prior to sand bedding and pipe installation. Any organic soil or disturbed natural soil (e.g., soft, disturbed silts and clays) are not regarded as being acceptable for support of new pipelines because of their high potential for load-induced settlement and should be over excavated and replaced. Bedrock surfaces should be prepared such that the surface is relatively smooth (i.e., absent of any prominent points that could cause stress to the pipe placed above) and any loose rock is removed prior to sand bedding and pipe installation.

5.2 Pipe Backfill

Procedures and materials for installing pipe, bedding and backfill, up to the roadway subbase elevation, should be completed in accordance with the current versions of the DWS Standard

Details and “WATER MAIN SPECIFICATIONS”. DWS calls for “compacted backfill” to be placed in 12 inch lifts above bedding sand.

Procedures and materials for installing roadway subbase, base, and bituminous pavement sections should be installed in accordance with the current version of the Town of Derry’s “WATER MAIN SPECIFICATIONS”.

5.3 Water Management During Construction

Care must be taken during installation activities (i.e., trenching or pit excavation) to proactively manage potential groundwater infiltration into excavations along with surface water run-on and precipitation. We expect dewatering of groundwater to be likely in the area of boring M-02 where perched groundwater was observed during our investigation within the expected depths of excavation.

The obvious presence of groundwater was otherwise not encountered throughout most of the drilling locations, so dewatering may not be needed for pipe installation in other areas. However, given the relatively shallow depth to bedrock, groundwater fluctuations may occur seasonally and following precipitation events. Standard installation of temporary, localized sump pumps are expected to be sufficient to manage water from infiltration and precipitation within excavations. The contractor should be prepared to manage dewatering discharges in accordance with all applicable regulations. It should be noted that Verdantas did not perform any analytical testing of groundwater encountered during our subsurface investigation.

5.4 Excavation Safety

Excavations should be cut to a stable slope or be temporarily braced, depending upon the excavation depths and the subsurface conditions encountered. Temporary construction slopes should be designed in compliance with applicable governing regulations including the Occupational Safety and Health Administration (OSHA). Based upon the soil samples recovered from the borings, the near-surface soils should be considered OSHA Type C soils. Temporary excavations should be sloped at not steeper than 1.5H:1V for excavations to a maximum depth of 20 feet below ground surface under dry, dewatered conditions.

Stockpiles should be placed at a distance away from the top of the excavation that is equal to at least the depth of the excavation. Excavation safety must consider loads caused by construction equipment and nearby traffic, as applicable. Surface drainage should be controlled to avoid flow of surface water into the excavations. Construction slopes should be reviewed for signs of mass movement, such as tension cracks near the crest or bulging at the toe. If potential stability problems are observed, work should cease, and the project geotechnical engineer should be contacted immediately. The responsibility for excavation safety and stability of temporary construction slopes should lie solely with the Contractor.

6. LIMITATIONS

Verdantas provided the recommendations contained within this report based upon an evaluation of subsurface conditions observed and/or reported and their relation to proposed construction, as documented in the report text, and attached materials. The evaluations described and recommendations made in this report pertain to the specific areas explored. Verdantas believes the subsurface explorations and evaluations described herein were performed in a manner consistent with the services that would have been provided by other geotechnical professionals

under similar circumstances. However, given the variable nature of native soil deposits and bedrock formations, we cannot represent that the subsurface conditions identified in the boring logs and described in this report are exact, nor can we guarantee that our interpolation between or extrapolation from subsurface exploration locations is completely representative of actual conditions.

Should additional information become available regarding the proposed watermain alignment that is significantly different from that described in this report, or should subsurface conditions be found during construction that vary significantly from those observed during the subsurface explorations and summarized in this report, Verdantas should be given the opportunity to evaluate the data and modify its recommendations, if warranted.

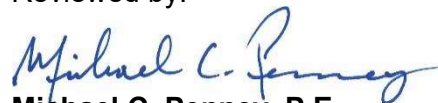
This report has been prepared for specific application to the Site of the proposed project along Fieldstone Drive and Morningside Drive in the Town of Derry, New Hampshire. No other warranty, expressed, or implied, is made. In addition, this report was prepared exclusively for Verdantas and the associated project team. The use of this report by other parties without written consent from Verdantas is hereby prohibited.

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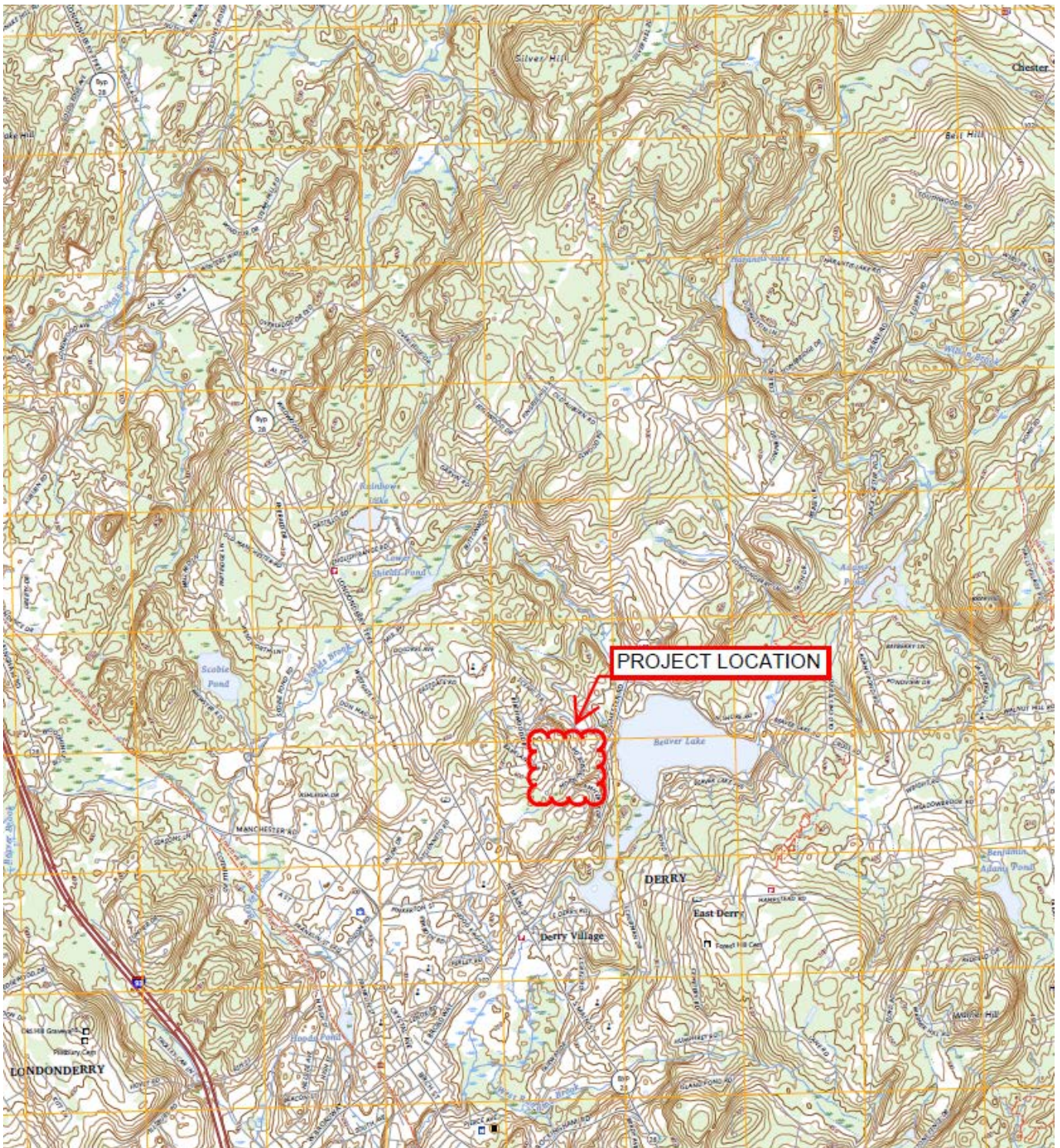


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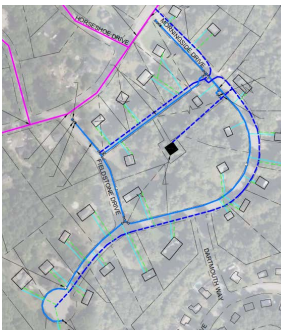
Date: December 17, 2024

Figure 1

Site Locus



USGS



CLIENT: Morningside Drive Water Association

PROJECT: Morningside Dr. Water Main Interconnection
Morningside Drive, Derry, NH

TITLE: SITE LOCUS

DESIGNED:	DRAWN:	CHECKED:	APPROVED:
CJVH	CJVH	MCP	MCP

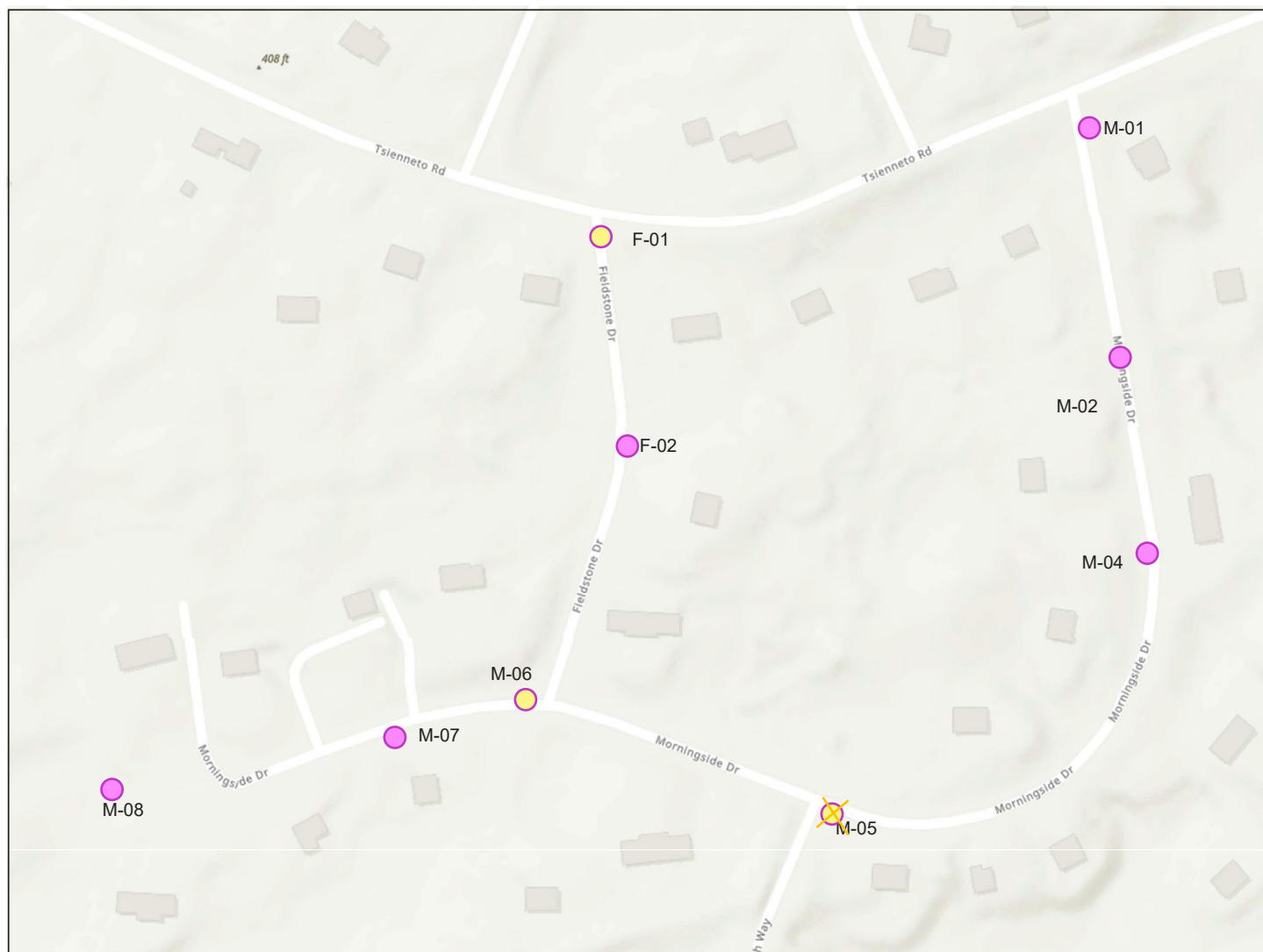
SCALE:	DATE:	FILE NO.:	PROJECT NO.:
N/A	10/15/2024		16716

verdantas

FIGURE NO.: 1

Figure 2

Boring Location Plan Overview



PROJECT 16063 BORING LOCATION PLAN UPDATED 12/17/24 CJVH

LEGEND

- = Boring
- = Boring with Core

XX-XX = Name
 XXXX2X = Date
 R XX' = Depth of Rock
 CR XX'! = Depth of Competent Rock
 FD XX' = Final Depth of Boring


Note:
 *Boring Locations are approximate and are anticipated to change based on field conditions.

Boring	N	W (-)	EL.
M-01	42.906058754	71.308231928	371.0
M-02	42.905155536	71.307194001	346.5
M-04	42.904714299	71.306731006	341.0
M-05	42.903579585	71.307402106	360.0
M-06	42.903333237	71.308999755	367.5
M-07	42.903076785	71.309221935	370.0
M-08	42.902388806	71.310278347	372.0
F-01	42.904747564	71.309805857	396.5
F-02	42.904055588	71.309107024	379.5

● M-08 10/08/24 R 6.8' CR 9.5' FD 9.5'	● M-07 10/08/24 R 5.5' CR 5.5' FD 5.5'	● M-06 10/08/24 R x' CR xx' FD xx'	M-05 N/A	● M-04 10/08/24 R 5' CR 14.5' FD 14.5'	● M-02 10/08/24 R x' CR xx' FD xx'	● M-01 10/08/24 R 4' CR N/A FD 12'	● F-01 10/08/24 R 4' CR 6' FD 6'	● F-02 10/08/24 R 2' CR 5.5' FD 5.5'
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Appendix A

Soil Boring Logs



Client: Morningside Drive Water Association

Project: Morningside Drive Water Main Interconnection

Location: Derry, NH

Boring Identification: F-01

Sheet: 1 of 1

Checked By: CJVH Date: 10/15/24 Project Number: 16716

Drilling Company: Geosearch

Foreman: Darwin Newton

Verdantas Engineer/Geologist: Alexander Stitt

Boring Location: Fieldstone Drive 42.904055588, -71.309107024

Ground Surface Elevation: 396.5 Datum: NAVD88

Date Started: 10/8/2024 Date Completed: 10/8/2024

DRILLING METHOD		SAMPLER		GROUNDWATER MEASUREMENTS				
Vehicle: Truck		Type: Auto (SPT)		Date	Depth (ft)	Reference	Stabilization	
Model: CME 55		Hammer (lb): 140		10/08/2024	Not Encountered			
Method: 4.25" Hollow-Stem Auger		Fall (in): 30						
DEPTH (ft)	SAMPLE INFORMATION				SAMPLE DESCRIPTION	STRATUM DESCRIPTION	FIELD SCREENING (ppm)	NOTE
	#	Pen/Rec (in)	Depth (ft)	Blows/6"				
0	S1	24/11	0-2	30	S1 5" Asphalt Pavement	PAVEMENT		
1				15	Medium dense, brown, fine to coarse SAND and GRAVEL, trace Silt, damp.	SAND FILL		
				11				
				8				
2	S2	24/14	2-4	10	S2 Dense, red-brown, fine to coarse SAND and GRAVEL, trace Silt, damp.	NATIVE SANDS		
3				14				
				19				
4				16				
5	S3	16/7	4-5.3	15	S3 Very dense, dark grey and brown, WEATHERED BEDROCK, damp.	WEATHERED BEDROCK		
				29				
				67/4"				
6								
7								
8	C1	53 /60	7.3-12.3	-	C1 Light grey, fine to coarse grained, fairly uniform; pockets of black weathered fractured bedrock, Berwick Formation, very hard, RQD: 50/60= 83.3%	BEDROCK		
9								
10								
11					Rock Coring Rate (min.sec) 7.3 - 8.3 ft. 2:07; 8.3 - 9.3 ft. 2:42; 9.3 - 10.3 ft. 2:04; 10.3 - 11.3 ft. 2:09; 11.3 - 12.3 ft. 1:49			
12								
13								
14					Boring Terminated at 12.3' BGS in bedrock.			
15								
16								
17								
18								
19								
20								

GRANULAR SOILS		COHESIVE SOILS		NOTES
Blows/ft.	Density	Blows/ft.	Consistency	
0-4	V. LOOSE	<2	V. SOFT	1. Boring locations are GPRS coordinates from utility preclearing. 2. Elevations are based on GPRS coordinates in tandem with GRANITView Lidar.
5-10	LOOSE	2-4	SOFT	
11-30	M. DENSE	4-8	M. STIFF	
31-50	DENSE	8-15	STIFF	
>50	V. DENSE	15-30	V. STIFF	
		>30	HARD	

SOIL BORING LOG



Client: Morningside Drive Water Association

Boring Identification: F-02

Project: Morningside Drive Water Main Interconnection

Sheet: 1 of 1

Location: Derry, NH

Checked By: CJVH Date: 10/15/24

Project Number: 16716

Drilling Company: Geosearch

Boring Location: Fieldstone Drive

42.904055588, -71.309107024

Foreman: Darwin Newton

Ground Surface Elevation: 379.5'

Datum: NAVD88

Verdantas Engineer/Geologist: Alexander Stitt

Date Started: 10/8/2024

Date Completed: 10/8/2024

Drilling Method		Sampler		Groundwater Measurements					
Vehicle: Truck		Type: Auto (SPT)		Date	Depth (ft)	Reference	Stabilization		
Model: CME 55		Hammer (lb): 140		10/08/2024	Not Encountered				
Method: 4.25" Hollow-Stem Auger		Fall (in): 30							
Depth (ft)	Sample Information				Sample Description	Stratum Description	Field Screening (ppm)	Note	
	#	Pen/Rec (in)	Depth (ft)	Blows/6"					
0	S1	24/10	0-2	25	S1 3.5" Asphalt Pavement	PAVEMENT			
1				13	Medium dense, brown, fine to coarse SAND and GRAVEL, trace Silt, damp.	SAND FILL			
				11					
				12					
2	S2	24/18	2-4	18	S2 Very dense, grey and brown, WEATHERED BEDROCK, dry.	WEATHERED BEDROCK			
3				29					
				33					
	4			25					
4	S3	16/11	4-5.3	19	S3 Very dense, grey and brown, WEATHERED BEDROCK, dry.				
				40					
5				50/4"	Boring Terminated at 5.5' BGS. Auger Refusal on possible bedrock.				
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20	Granular Soils			Cohesive Soils		Notes			
	Blows/ft.		Density		Blows/ft.		Consistency		1. Boring locations are GPRS coordinates from utility preclearing. 2. Elevations are based on GPRS coordinates in tandem with GRANITView Lidar.
	0-4		V. LOOSE		<2		V. SOFT		
	5-10		LOOSE		2-4		SOFT		
	11-30		M. DENSE		4-8		M. STIFF		
	31-50		DENSE		8-15		STIFF		
	>50		V. DENSE		15-30		V. STIFF		
					>30		HARD		

SOIL BORING LOG



Client: Morningside Drive Water Association	Boring Identification: M-01
Project: Morningside Drive Water Main Interconnection	Sheet: 1 of 1
Location: Derry, NH	Checked By: CJVH Date: 10/15/24 Project Number: 16716

Drilling Company: Geosearch	Boring Location: Morningside Drive 42.906058754, -71.308231928
Foreman: Darwin Newton	Ground Surface Elevation: 371' Datum: NAVD88
Verdantas Engineer/Geologist: Alexander Stitt	Date Started: 10/8/2024 Date Completed: 10/8/2024

DRILLING METHOD	SAMPLER	GROUNDWATER MEASUREMENTS			
Vehicle: Truck	Type: Auto (SPT)	Date	Depth (ft)	Reference	Stabilization
Model: CME 55	Hammer (lb): 140	10/08/2024	Not Encountered		
Method: 4.25" Hollow-Stem Auger	Fall (in): 30				

DEPTH (ft)	SAMPLE INFORMATION				SAMPLE DESCRIPTION	STRATUM DESCRIPTION	FIELD SCREENING (ppm)	NOTE
	#	Pen/Rec (in)	Depth (ft)	Blows/6"				
0	S1	24/10	0-2	44	S1 5" Asphalt Pavement	PAVEMENT		
1				21	Dense, brown, fine to coarse SAND and GRAVEL, trace Silt, dry.			
				17				
				12				
2	S2	24/16	2-4	14	S2 Medium dense, brown, fine to coarse SAND and GRAVEL, trace Silt, dry.	SAND FILL		
3				13				
				17				
4	S3	16/11	4-5.3	13	S3 Very dense, dark grey and brown, WEATHERED BEDROCK, dry.	LAYERED NATIVE SANDS AND WEATHRED BEDROCK		
5				53				
				76/4"				
6								
7								
8								
9								
10	S4	24/15	10-12	45	S4 Very dense, light brown, fine to coarse SAND, little Gravel, trace Silt, damp.			
11				38				
				39				
12				38				
13					Boring Terminated at 12' BGS. No refusal encountered.			
14								
15								
16								
17								
18								
19								
20								

GRANULAR SOILS		COHESIVE SOILS		NOTES
Blows/ft.	Density	Blows/ft.	Consistency	
0-4	V. LOOSE	<2	V. SOFT	1. Boring locations are GPRS coordinates from utility preclearing. 2. Elevations are based on GPRS coordinates in tandem with GRANITView Lidar.
5-10	LOOSE	2-4	SOFT	
11-30	M. DENSE	4-8	M. STIFF	
31-50	DENSE	8-15	STIFF	
>50	V. DENSE	15-30	V. STIFF	
		>30	HARD	

SOIL BORING LOG



Client: Morningside Drive Water Association	Boring Identification: M-02
Project: Morningside Drive Water Main Interconnection	Sheet: 1 of 1
Location: Derry, NH	Checked By: CJVH Date: 10/15/24 Project Number: 16716

Drilling Company: Geosearch	Boring Location: Morningside Drive 42.905155536, -71.307194001
Foreman: Darwin Newton	Ground Surface Elevation: 346.5' Datum: NAVD88
Verdantas Engineer/Geologist: Alexander Stitt	Date Started: 10/9/2024 Date Completed: 10/9/2024

DRILLING METHOD		SAMPLER	GROUNDWATER MEASUREMENTS			
Vehicle: Truck		Type: Auto (SPT)	Date	Depth (ft)	Reference	Stabilization
Model: CME 55		Hammer (lb): 140	10/09/2024	6 (Perched)		
Method: 4.25" Hollow-Stem Auger		Fall (in): 30				

DEPTH (ft)	SAMPLE INFORMATION				SAMPLE DESCRIPTION	STRATUM DESCRIPTION	FIELD SCREENING (ppm)	NOTE
	#	Pen/Rec (in)	Depth (ft)	Blows/6"				
0	S1	24/7	0-2	18	S1 3" Asphalt Pavement	PAVEMENT		
1				11	Medium dense, brown, fine to coarse SAND and GRAVEL, trace Silt, dry.	NATIVE SANDS		
				9				
				9				
2	S2	24/14	2-4	9	S2 Medium dense, brown, fine to coarse SAND and GRAVEL, trace Silt, dry.			
3				15				
				16				
4				8				
	S3	24/20	4-6	4	S3 Dense, brown, fine SAND, little Silt, trace fine-Gravel, damp.			
				5				
5				7				
				17				
6	S4	24/24	6-8	24	S4 Dense, brown, fine SAND, little Silt, trace fine-Gravel, damp.			
7				19				
				23				
				24				
8	S5	24/14	8-10	16	S5 Dense, brown, fine-coarse SAND, little-Gravel, little Silt, damp.			
9				17				
				28				
				22				
10	S6	9/8	10-10.8	17	S6 Very dense, brown, fine-coarse SAND and GRAVEL, trace Silt, damp.	Boring Terminated at 16' BGS. No refusal encountered.		
11				50/3"	Cobble encountered 10.8'-11.5'			
12								
13								
14								
15	S7	24/15	14-16	23	S7 Dense, brown, fine-coarse SAND and GRAVEL, trace Silt, damp.			
				24				
16				26				
				16				
17								
18								
19								
20								

GRANULAR SOILS		COHESIVE SOILS		NOTES
Blows/ft.	Density	Blows/ft.	Consistency	
0-4	V. LOOSE	<2	V. SOFT	1. Boring locations are GPRS coordinates from utility preclearing. 2. Elevations are based on GPRS coordinates in tandem with GRANITView Lidar.
5-10	LOOSE	2-4	SOFT	
11-30	M. DENSE	4-8	M. STIFF	
31-50	DENSE	8-15	STIFF	
>50	V. DENSE	15-30	V. STIFF	
		>30	HARD	

SOIL BORING LOG



Client: Morningside Drive Water Association	Boring Identification: M-04
Project: Morningside Drive Water Main Interconnection	Sheet: 1 of 1
Location: Derry, NH	Checked By: CJVH Date: 10/15/24 Project Number: 16716

Drilling Company: Geosearch	Boring Location: Morningside Drive 42.904714299, -71.306731006
Foreman: Darwin Newton	Ground Surface Elevation: 341' Datum: NAVD88
Verdantas Engineer/Geologist: Alexander Stitt	Date Started: 10/8/2024 Date Completed: 10/8/2024

DRILLING METHOD	SAMPLER	GROUNDWATER MEASUREMENTS			
Vehicle: Truck	Type: Auto (SPT)	Date	Depth (ft)	Reference	Stabilization
Model: CME 55	Hammer (lb): 140	10/08/2024	Not Encountered		
Method: 4.25" Hollow-Stem Auger	Fall (in): 30				

DEPTH (ft)	SAMPLE INFORMATION				SAMPLE DESCRIPTION	STRATUM DESCRIPTION	FIELD SCREENING (ppm)	NOTE
	#	Pen/Rec (in)	Depth (ft)	Blows/6"				
0	S1	24/0	0-2	24	S1 3" Asphalt Pavement	PAVEMENT		
1				14	No Recovery.			
				12				
2				13				
	S2	24/15	2-4	11	S2 Dense, brown, fine to coarse SAND and GRAVEL, trace Silt, damp.	NATIVE SAND		
3				12				
				23				
4				20				
	S3	16/15	4-5.2	17	S3 Upper 6": Dense, light brown, fine to coarse SAND and GRAVEL, little Silt, damp.			
5				43				
				67/4"	Lower 9": Very dense, grey and brown, WEATHERED BEDROCK, dry.			
6								
7								
8	S4	13/12	8-10	15	S4 Upper 9": Very dense, light brown, fine to coarse SAND and GRAVEL, little Silt, dry.			
9				57				
				50/1"	Lower 3": Very dense, grey and brown, WEATHERED BEDROCK, dry.	LAYERED NATIVE SANDS AND WEATHERED BEDROCK		
10				-				
	S5	24/20	10-12	25	S5 Very dense, brown, fine to coarse SAND and GRAVEL, trace Silt, dry, interbedded WEATHERED BEDROCK.			
11				33				
				33				
12				36				
	S6	8/8	12-12.7	32	S6 Very dense, light brown, fine to medium SAND, little Gravel, little Silt, damp.			
13				50/2"				
14								
15					Boring Terminated at 14.5' BGS. Auger Refusal on possible bedrock.			
16								
17								
18								
19								
20								

GRANULAR SOILS		COHESIVE SOILS		NOTES
Blows/ft.	Density	Blows/ft.	Consistency	
0-4	V. LOOSE	<2	V. SOFT	1. Boring locations are GPRS coordinates from utility preclearing. 2. Elevations are based on GPRS coordinates in tandem with GRANITView Lidar.
5-10	LOOSE	2-4	SOFT	
11-30	M. DENSE	4-8	M. STIFF	
31-50	DENSE	8-15	STIFF	
>50	V. DENSE	15-30	V. STIFF	
		>30	HARD	

SOIL BORING LOG



Client: Morningside Drive Water Association	Boring Identification: M-06
Project: Morningside Drive Water Main Interconnection	Sheet: 1 of 1
Location: Derry, NH	Checked By: CJVH Date: 10/15/24 Project Number: 16716

Drilling Company: Geosearch	Boring Location: Morningside Drive 42.903333237, -71.308999755
Foreman: Darwin Newton	Ground Surface Elevation: 367.5' Datum: NAVD88
Verdantas Engineer/Geologist: Alexander Stitt	Date Started: 10/9/2024 Date Completed: 10/9/2024

DRILLING METHOD		SAMPLER	GROUNDWATER MEASUREMENTS			
Vehicle: Truck		Type: Auto (SPT)	Date	Depth (ft)	Reference	Stabilization
Model: CME 55		Hammer (lb): 140	10/09/2024			
Method: 4.25" Hollow-Stem Auger		Fall (in): 30				

DEPTH (ft)	SAMPLE INFORMATION				SAMPLE DESCRIPTION	STRATUM DESCRIPTION	FIELD SCREENING (ppm)	NOTE
	#	Pen/Rec (in)	Depth (ft)	Blows/6"				
0	S1	24/10	0-2	15	S1 4" Asphalt Pavement	PAVEMENT		
1				15	Medium dense, brown, fine to coarse SAND and GRAVEL, trace Silt, damp.	SAND FILL		
				14				
				9				
2	S2	24/15	2-4	11	S2 Medium dense, brown, fine to coarse SAND and GRAVEL, trace Silt, damp.			
3				14				
				16		NATIVE SANDS		
4				14				
	S3	24/11	4-6	13	S3 Medium dense, brown, fine to coarse SAND and GRAVEL, trace Silt, damp.			
5				8				
				17				
6				10		LAYERED NATIVE SANDS AND WEATHERED BEDROCK		
	S4	24/13	6-8	6	S4 Upper 9":Dense, light-brown, fine SAND, little Silt, wet.			
7				5				
				28	Lower 5": Dense, grey, WEATHERED BEDROCK, dry.			
				32				
8	S5	16/13	8-9.3	13	S5 Upper 6":Very dense, light-brown, fine SAND, little Silt, wet.	BEDROCK		
9				54	Lower 7": Very dense, grey, Pulverized BEDROCK, dry.			
				57/4"				
10	C1	52 /60	10-15	-	C1 Light grey, fine to coarse grained, fairly uniform; pockets of black weathered fractured bedrock, Berwick Formation, very hard, RQD: 44/60= 73.3%			
11								
12						Boring Terminated at 15' BGS.		
					Rock Coring Rate (min.sec)			
13					10 - 11 ft. 2:45; 11 - 12 ft. 4:27; 12 - 13 ft. 4:19; 13 - 14 ft. 2:45; 14 - 15 ft. 3:29			
14								
15								
16								
17								
18								
19								
20								

GRANULAR SOILS		COHESIVE SOILS		NOTES
Blows/ft.	Density	Blows/ft.	Consistency	1. Boring locations are GPRS coordinates from utility preclearing. 2. Elevations are based on GPRS coordinates in tandem with GRANITView Lidar.
0-4	V. LOOSE	<2	V. SOFT	
5-10	LOOSE	2-4	SOFT	
11-30	M. DENSE	4-8	M. STIFF	
31-50	DENSE	8-15	STIFF	
>50	V. DENSE	15-30	V. STIFF	
		>30	HARD	

SOIL BORING LOG



Client: Morningside Drive Water Association

Boring Identification: M-07

Project: Morningside Drive Water Main Interconnection

Sheet: 1 of 1

Location: Derry, NH

Checked By: CJVH **Date:** 10/15/24

Project Number: 16716

Drilling Company: Geosearch

Boring Location: Morningside Drive 42.903076785, -71.309221935

Foreman: Darwin Newton

Ground Surface Elevation: 370' **Datum:** NAVD88

Verdantas Engineer/Geologist: Alexander Stitt

Date Started: 10/8/2024 **Date Completed:** 10/8/2024

DRILLING METHOD		SAMPLER		GROUNDWATER MEASUREMENTS			
Vehicle: Truck		Type: Auto (SPT)		Date	Depth (ft)	Reference	Stabilization
Model: CME 55		Hammer (lb): 140		10/08/2024	Not Encountered		
Method: 4.25" Hollow-Stem Auger		Fall (in): 30					

DEPTH (ft)	SAMPLE INFORMATION				SAMPLE DESCRIPTION	STRATUM DESCRIPTION	FIELD SCREENING (ppm)	NOTE
	#	Pen/Rec (in)	Depth (ft)	Blows/6"				
0	S1	24/10	0-2	24	S1 3.5" Asphalt Pavement	PAVEMENT		
1				13	Medium dense, brown, fine to coarse SAND and GRAVEL, trace Silt, dry.	SAND FILL		
				12				
2				9				
	S2	24/19	2-4	9	S2 Upper 7": Medium dense, brown, fine to coarse SAND and GRAVEL, trace Silt, dry.			
3				12	Lower 12": Medium dense, light brown, fine to medium SAND, little Silt, trace Gravel, damp.	NATIVE SANDS		
				15				
4				13				
	S3	10/10	4-4.8	34	S3 Upper 7": Very dense, light brown, fine to coarse SAND, little Gravel, trace Silt, damp.			
				60/4"				
5					Lower 3": Very dense, dark grey, pulverized BEDROCK.	WEATHERED BEDROCK		
6								
					Boring Terminated at 5.5' BGS. Auger Refusal on possible bedrock.			
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

GRANULAR SOILS		COHESIVE SOILS		NOTES
Blows/ft.	Density	Blows/ft.	Consistency	
0-4	V. LOOSE	<2	V. SOFT	1. Boring locations are GPRS coordinates from utility preclearing. 2. Elevations are based on GPRS coordinates in tandem with GRANITView Lidar.
5-10	LOOSE	2-4	SOFT	
11-30	M. DENSE	4-8	M. STIFF	
31-50	DENSE	8-15	STIFF	
>50	V. DENSE	15-30	V. STIFF	
		>30	HARD	

SOIL BORING LOG



Client: Morningside Drive Water Association	Boring Identification: M-08
Project: Morningside Drive Water Main Interconnection	Sheet: 1 of 1
Location: Derry, NH	Checked By: CJVH Date: 10/15/24 Project Number: 16716

Drilling Company: Geosearch	Boring Location: Morningside Drive 42.902388806, -71.310278347
Foreman: Darwin Newton	Ground Surface Elevation: 372' Datum: NAVD88
Verdantas Engineer/Geologist: Alexander Stitt	Date Started: 10/8/2024 Date Completed: 10/8/2024

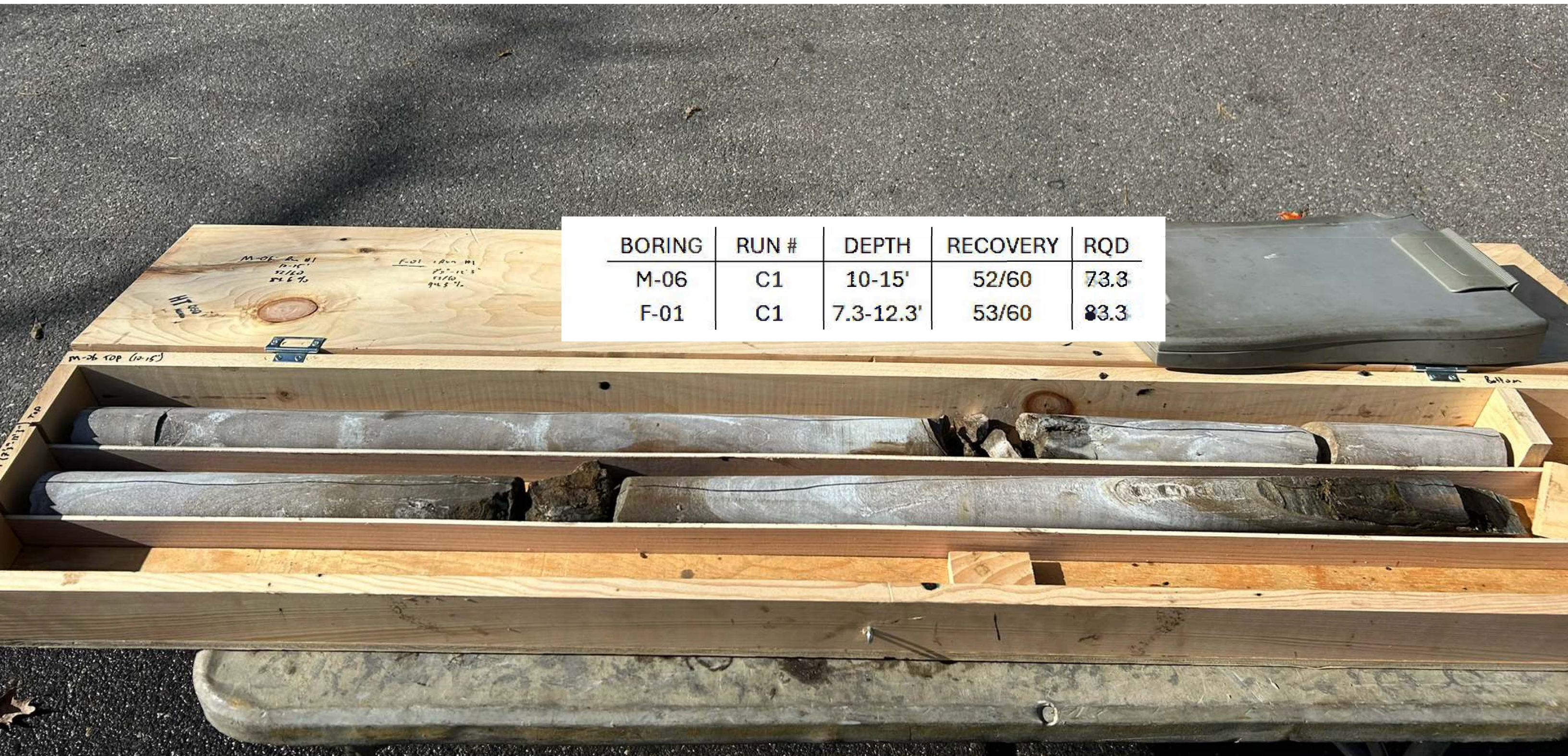
DRILLING METHOD		SAMPLER	GROUNDWATER MEASUREMENTS			
Vehicle: Truck		Type: Auto (SPT)	Date	Depth (ft)	Reference	Stabilization
Model: CME 55		Hammer (lb): 140	10/08/2024	Not Encountered		
Method: 4.25" Hollow-Stem Auger		Fall (in): 30				

DEPTH (ft)	SAMPLE INFORMATION				SAMPLE DESCRIPTION	STRATUM DESCRIPTION	FIELD SCREENING (ppm)	NOTE
	#	Pen/Rec (in)	Depth (ft)	Blows/6"				
0	S1	24/7	0-2	18	S1 3" Asphalt Pavement	PAVEMENT		
1				8	Medium dense, brown, fine to coarse SAND and GRAVEL, little Silt, damp.	SAND FILL		
				10				
				7				
2	S2	24/16	2-4	19	S2 Upper 10": Medium dense, brown, fine to coarse SAND and GRAVEL, little Silt, damp.	NATIVE SANDS		
3				20	Lower 6": Medium dense, light brown, fine to coarse SAND, trace fine Gravel, trace Silt, damp.			
4				11				
4	S3	24/14	4-6	5				
5				13	S3 Medium dense, light brown, fine to coarse SAND, little Gravel, trace Silt, damp.			
				8	S4 Very dense, light brown, fine to coarse SAND, little Gravel, trace Silt, damp. Boulders encountered 6.8 - 8 ft.			
6				9				
6	S4	10/10	6-6.8	14				
7				50/4"	S5 Very dense, tan, fine to coarse SAND and GRAVEL, dry.		WEATHERED BEDROCK	
8	S5	3/3	8-8.3	75/3"				
9					Boring Terminated at 9.5' BGS. Auger Refusal on possible boulders or bedrock.			
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

GRANULAR SOILS		COHESIVE SOILS		NOTES
Blows/ft.	Density	Blows/ft.	Consistency	
0-4	V. LOOSE	<2	V. SOFT	1. Boring locations are GPRS coordinates from utility preclearing. 2. Elevations are based on GPRS coordinates in tandem with GRANITView Lidar.
5-10	LOOSE	2-4	SOFT	
11-30	M. DENSE	4-8	M. STIFF	
31-50	DENSE	8-15	STIFF	
>50	V. DENSE	15-30	V. STIFF	
		>30	HARD	

Appendix B

Bedrock Core Photographs



BORING	RUN #	DEPTH	RECOVERY	RQD
M-06	C1	10-15'	52/60	73.3
F-01	C1	7.3-12.3'	53/60	83.3

WATER MAIN SPECIFICATIONS

DERRY, NEW HAMPSHIRE

APRIL 1993

**Including Amendments and Revisions to
February 1998
March 2001**

DEPARTMENT OF PUBLIC WORKS

MIKE FOWLER, P.E., DIRECTOR

THOMAS A. CARRIER, WATER/WASTEWATER SUPERINTENDENT

SECTION 100

DEFINITIONS AND TERMS

1.01 - Meaning of Terms:

Wherever in these specifications the following terms or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

TOWN OR OWNER: The Town of Derry, New Hampshire

DEPARTMENT: The Department of Public Works of the Town of Derry New Hampshire acting for the Town.

DIRECTOR: The Director of the Department of Public Works acting directly or through an authorized representative, such representative acting within the scope of the particular duties entrusted to him.

ENGINEER: The Engineering Technician in charge of New Construction for the Town of Derry, New Hampshire or authorized agent or officer.

CONTRACTOR: Any individual, firm or corporation employed by a developer to complete work in a subdivision or contracted by the Town of Derry, New Hampshire.

MATERIAL: Any substances proposed to be used in connection with the construction of any integral part and/or any appurtenant part and/or any incidental part of the proposed project.

SPECIFICATIONS: The directions, provisions and requirements contained herein, designated as the water main specifications together with all written agreements made or to be made pertaining to the method and manner or performing the work, or the quantities and qualities or materials to be furnished under these provisions.

WORK: All performance, including the furnishing of materials, labor, tools equipment and incidentals, required of the Contractor under the terms of these provisions.

THE WORD: "As directed", "as required" or words of like effect shall mean that the direction, permission or requirement of the Director is intended, and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by or acceptable or satisfactory to the Director unless otherwise provided herein. The words "necessary", "suitable", or words of like import shall mean necessary, suitable or equal in the opinion of the Director. The words "complete in place" shall mean the inclusion of all works, including incidentals, mentioned or implied in the Specifications and on the plans, or work that may reasonably be inferred as necessary to the proper execution of the item, unless payment for any portion of the work is otherwise specifically provided for.

1.02 - Abbreviations: Whenever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented:

AAN - American Association of Nurserymen

AAR - Association of American Railroads

AASHTO - American Association of State Highway and Transportation Officials

ACI - American Concrete Institute

AGC - Association General Contractors of America

AIA - American Institute of Architects

AISC - American Institute of Steel Construction

ANSI - American national Standards Institute

ARA - American Railway Association

AREA - American Railway Engineering Association

ASCE - American Society of Civil Engineering

ASLA - American Society of Landscape Architects

ASME - American Society of Mechanical Engineers

ASTM - American Society for Testing and Materials

AWPA - American Wood Preservers Association

AWWA - American Water Works Association

AWS - American Welding Society

DOT/FHWA - Department of Transportation, Federal Highway Administration

FSS - Federal Specifications and Standards, General Services Administration

MUTCD - Manual on Uniform Traffic Control Devices

NEMA - National Electrical Manufacturers Association

NH/DOT - The State of New Hampshire Department of Transportation

RSA - The New Hampshire Revised Statutes Annotated, 1955 together with all revisions amending same to date of invitation of bids

SAE - Society of Automotive Engineers

SSPC - Steel Structures Painting Council

SECTION 200

MAINTENANCE OF TRAFFIC

2.01 General

A. This work shall include all operations necessary to maintain traffic flow, and to maintain access to all properties adjacent to the work. This work shall include, but not limited to; use of **Uniform Traffic Control and Flaggers**, furnishing, erecting, moving, and dismantling barricades, signs, and temporary lighting, to inform the general public of hazards existing near the site of work.

B. The **CONTRACTOR** shall facilitate the passage of school buses and provide safe access to all school bus stops, and notify the Police chief, Fire chief, and School Superintendent at least 72 hours in advance where the **CONTRACTOR** intends to work and the location of all detours.

2.02 Materials

A. Road construction approach signs shall be built, erected, and located in accordance with New Hampshire Department of Public Works and Highway Standards. Cost for all sign packages and barricades required shall be borne by the **CONTRACTOR**.

B. Traffic paddles and Flagger's equipment shall conform to those described in the MUTCD of New Hampshire Traffic Control HandBook, as appropriate.

C. Traffic Control personnel shall use two-way radio communication at all times, when two Traffic control people are used.

2.03 Personnel

A. 1) Uniformed Officers shall be attired with regulation duty uniforms, headgear, reflective vests, and an exposed badge. Flaggers shall be attired with blaze orange caps and vests.

2) Uniformed Officers and flaggers shall possess the following qualifications: at least average intelligence and alertness, good sight and hearing, courteous but firm manner, neat and presentable appearance, pleasing personality, and a sense of responsibility.

3) Uniformed Officers and flaggers shall have been given specific instructions by the **CONTRACTOR** as to their duties and responsibilities, both to the public and to their fellow workers on the job. They shall direct traffic in accordance with Section 618 of the NHDPW&H Standard Specification entitled "Uniform Officers and Flagmen."

4) Uniformed Officers and flaggers shall not be paid under a separate pay item but shall be absorbed under various pay items.

2.04 Execution

- A. At the preconstruction meeting, the **CONTRACTOR** shall submit a traffic control plan to the Town for approval. The Traffic Control Plan shall be approved prior to any construction.
- B. Except where permitted by the **TOWN** as part of an approved detour plan, all streets where work is being performed shall be left in a passable condition at night.
- C. No open trenches shall be left open overnight. Excavations shall be backfilled and compacted, as specified for temporary trench pavement, including all roadway base course gravels.
- D. The **CONTRACTOR** shall spread water or calcium chloride for Dust Control as directed by the Engineer. Cost for this procedure shall be absorbed under various pay items
- E. The **CONTRACTOR** shall provide a field supervisor or equivalent to rectify problems within traveled ways; if they develop. The field supervisor or equivalent shall be available 24 hours per day, seven days per week during the time of the contract. The field supervisor or equivalent shall have the appropriate equipment, tools and materials available to immediately resolve any problems which represent a safety hazard to the residents of the **TOWN**. The **CONTRACTOR** shall provide the Town a means of reaching the field supervisor during non-business hours. (such as a paging service, etc)
- F. The Director of Public Works and the Chief of Police shall retain the authority to suspend all or part of the **CONTRACTOR'S** operation, as he may deem necessary in the interest of public safety. The **CONTRACTOR** shall make no claim for additional compensation or time on account of such suspension.

SECTION 300

DUCTILE IRON PIPE AND FITTINGS

3.01 General

A. Furnish all labor, materials, equipment and incidentals required, and install ductile iron pipe and fittings complete as shown on the Drawings and as specified herein.

3.02 Materials

A. Ductile Iron Pipe: shall conform to ANSI/AWWA C151, class 52. The pipe shall be supplied in lengths not in excess of 20 feet. All proposed water mains shall be a minimum 8" in diameter unless otherwise approved by the Director. The pipe shall be subject to rejection at any time on account of failure to meet any of the specification requirements, even though pipes may have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery shall be marked for identification and shall immediately be removed from the job.

B. Non-restrained Joint Pipe: shall conform to ANSI/AWWA Type push-on joint, as manufactured by the American Cast Iron Pipe Company, U.S. Pipe and Foundry Company, or Lok-Fast Joint by American Cast Iron Pipe Company.

C. Restrained Joint Pipe: shall be wedge action retainer glands or grip rings or equivalent and be manufactured of ductile iron conforming to ASTM A536-80. They shall have a working pressure of at least 350 psi in sizes 3" through 16" and 250 psi in sizes 18" through 48" with a minimum safety factor of 2:1. Tee head bolts shall conform to the requirements of ANSI/AWWA A21.11/C111 and ANSI/AWWA.A21.53/C153 of latest revision. Twist off nuts on wedge action retainer glands shall be used to insure proper actuating of the restraining devices. **Under no circumstances shall the use of set screw retainer glands be used during installation.**

3.03 Execution

A. All pipe or fittings shall be examined before laying, and no piece shall be installed which is found to be defective. Pipe or fittings shall not be dropped. Any damage to the pipe lining or coatings shall be cause for rejection of pipe. All rejected pipe shall be promptly removed from the site and replaced with sound pipe at the **CONTRACTOR'S** expense. Hauling and laying of pipe and fittings shall be in accordance with the manufacturer's instruction.

B. All pipe and fittings shall be thoroughly cleaned before laying and shall be kept clean until they are used in work, and when laid, shall conform to the lines and grades required. A firm, even bearing throughout the length of the pipe placed in not less than 3 separate lifts shall be constructed by tamping selected material at the sides of the pipe up to 1 ft. over the top of the pipe. Blocking will not be permitted. If any defective pipe is discovered after it has been laid, it shall be removed and replaced with a sound pipe in a satisfactory manner by the Contractor at his own expense.

C. The Pipe Embodiment Zone shall consist of sand as that stipulated by Section 6.05 here in unless otherwise requested by the Town's Engineer.

D. When pipe laying is not in progress, the open ends of the pipe shall be closed by watertight plugs or other approved means.

E. Good alignment shall be preserved in laying. The deflection at joints shall not exceed that recommended by the manufacturer.

F. Pipe and fittings shall be laid with a minimum of 5 feet of cover over the top of the pipe.

G. Wedge Action Retainer Glands and or Grip ring mechanical joint pipe restraints or equal, along with concrete thrust blocks shall be installed at all fittings and other locations as indicated on the Contract Drawings or as directed by the Engineer. Minimum bearing area for thrust blocks shall be as shown on the drawings. Joints shall be protected by felt roofing or polyethylene sheet paper prior to placing concrete. Concrete shall be placed against undisturbed material, and shall not cover joints, bolts, or nuts, or interfere with the removal of any joint. Wooden side forms or sandbags shall be provided for thrust blocks.

H. Warning tape: shall have a minimum thickness of 4 mils with a solid aluminum core to ensure continuity. It shall have a minimum width of 4" and be installed directly over the pipe with an approximate 2' vertical separation.

3.04 Testing

A. The **CONTRACTOR** shall furnish a test pump, gauges, and any other equipment required in conjunction with carrying out the hydrostatic test. All labor and taps associated with testing shall be included under the bid item for testing.

B. All pipelines shall be subjected to a hydrostatic pressure of **200 psi**. This pressure shall be maintained for a **minimum of one hour**. Any loss of pressure will be unacceptable. Before testing begins, the **CONTRACTOR** shall notify the **ENGINEER**. The **ENGINEER** shall follow closely the progress of the pressure test.

3.05 Chlorinating of Pipelines

A. Before being placed in service, all new water mains shall be chlorinated using the continuous feed method specified in AWWA C601. The procedure shall be approved by the Engineer in advance.

B. 1) The location of the chlorinating and sampling points will be determined by the Engineer in the field. Taps for chlorination and sampling shall be installed by the contractor.

2) Any materials such as corporations and copper pipe will be provided by the Contractor and be paid under the lump sum item for testing and chlorination. The **CONTRACTOR** shall excavate, remove testing lines and backfill taps following approval by the Engineer.

C. The general procedure for Chlorination shall be first to flush all dirty or discolored water from the lines, and then introduce chlorine in approved dosages through a tap at one end, while

water is being withdrawn at the other end of the line. The chlorine solution shall remain in the pipeline at **50 parts per million (PPM) for 24 hours**. The chlorine solution must be purged from the pipeline no later than 36 hours following initial injection.

D. Following the chlorination period, all treated water shall be flushed from the lines at their extremities, and replaced with water from the distribution system. All treated water flushed from the lines shall be disposed of by discharging to the nearest sanitary sewer or by other approved means. No discharge to any natural watercourse will be allowed. The **CONTRACTOR** shall obtain samples of replacement water for bacteriological analysis by an approved laboratory in full accordance with AWWA Specification C601. The **CONTRACTOR** will be required to rechlorinate, if necessary, and the line shall not be placed in service until the requirements of the New Hampshire Department of Environmental Services, Water Supply and Pollution Control Division are met, and the **ENGINEER** is provided with a copy of the results from the approved laboratory.

E. All costs associated with the disinfection of water mains, including all lab analysis shall be borne by the **CONTRACTOR**.

SECTION 300-A

POLYETHYLENE ENCASEMENT FOR DUCTILE IRON PIPE AND FITTINGS

3.01-A General

A. Furnish all labor, materials, equipment and incidentals required, to encase ductile iron pipe and fittings with polyethylene material complete as shown on the Drawings and as specified herein.

3.02-A Materials

A. Polyethylene film: shall conform to ANSI/AWWA C105/A21.5-99 section 4.1.2 for High-density, cross-laminated polyethylene film. The polyethylene shall be tubular with a minimum thickness of 4 mil. Tube size shall be according to table 1 of the above mentioned standard.

B. Marking of the polyethylene film shall be at a minimum of every 2-ft along its length, containing the following information:

- a. Manufacturer's name or trademark.
- b. Year of manufacture
- c. ANSI/AWWA C105/A21.5
- d. Minimum film thickness and material type (HDCLPE).
- e. Applicable range of nominal pipe diameter size(s).
- f. Warning—Corrosion Protection—Repair Any Damage

3.03-A Execution

A. The polyethylene encasement shall prevent contact between the pipe and the surrounding backfill and bedding material, but it is not intended to be a completely airtight or watertight enclosure. During installation, soil or embedment material shall not be trapped between the pipe and the polyethylene. The polyethylene film shall be fitted to the contour of the pipe creating a snug but not tight, encasement with minimum space between the polyethylene and the pipe. Sufficient slack shall be provided in contouring to prevent stretching the polyethylene where it bridges irregular surfaces, such as bell-spigot interfaces, bolted joints, or fittings and to prevent damage to the polyethylene caused by backfilling operations. Overlaps and ends shall be secured with adhesive tape, or plastic tie straps. Also, circumferential wraps of tape should be placed at 2 ft intervals along the barrel of the pipe to minimize the space between the polyethylene and the pipe.

B. 1) Specific installation of the polyethylene film shall be according to ANSI/AWWA C105/A21.5-99 section 4.4.2.1 Method A.

2) Cut polyethylene tube to a length approximately 2 ft longer than the pipe section. Slip the tube around the pipe, centering it to provide a 1-ft overlap on each adjacent pipe section and bunching it accordion-fashion lengthwise until it clears the pipe ends.

- 3) Lower the pipe into the trench and make up the pipe joint with the preceding section of pipe. A shallow bell hole must be made at the joints to facilitate installation of the polyethylene tube.
- 4) After assembling the pipe joint, make the overlap of the polyethylene tube. Pull the bunched polyethylene from the preceding length of pipe, slip it over the end of the new length of pipe, and secure it in place. Then slip the end of the polyethylene from the new pipe section over the end of the first wrap until it overlaps the joint at the end of the preceding length of pipe. Secure the overlap in place. Take up the slack width at the top of the pipe to make a snug but not tight fit along the barrel of the pipe, securing the fold at quarter points.
- 5) When it is not practical to wrap valves, tees, crosses, and other odd shaped pieces in a tube, wrap with a split the length of the polyethylene tube by passing the sheet under the appurtenance and bringing the sheet around the body. Make seams by bringing the edges of the polyethylene sheet together, folding them over twice, and taping them. Tape the polyethylene securely in place at the valve stem and other penetrations.
- 6) Repair cuts, tears, punctures, or damage to polyethylene with adhesive tape or with a short length of polyethylene tube cut open, wrapped around the pipe to cover the damaged area, and secured in place.
- 7) Provide openings for branches, service taps, blowoffs, air valves, and similar appurtenances by cutting an X in the polyethylene and temporarily folding back the film. After the appurtenance is installed, tape the slack securely to the appurtenance, and repair the cut and any other damaged areas in the polyethylene with tape. Direct service taps may also be made through the polyethylene, with any resulting damaged areas being repaired as described previously. To make direct service taps, apply two or three wraps of adhesive tape completely around the polyethylene encased pipe to cover the area where the tapping machine and chain will be mounted. This method minimizes possible damage to the polyethylene during the direct tapping procedure. After the tapping machine is mounted, the corporation stop is installed directly through the tape and polyethylene.
- 8) Where polyethylene wrapped pipe joins an adjacent pipe that is not wrapped, extend the wrap to cover the adjacent pipe for a distance of at least 3 ft. Service lines of dissimilar metals shall be wrapped with polyethylene for a minimum clear distance of 3 ft away from the ductile iron pipe.

SECTION 400

VALVES AND APPURTENANCES

4.01 General

A. Furnish and install gate valves, valve boxes, tapping sleeves and valves, hydrants, and appurtenances complete as shown on the Drawings and/or specified herein.

4.02 Materials

A. 1. Gate valves 4" to 12" shall conform to Standard Specification AWWA AC-509 for resilient wedge gate valves in so far as applicable. The body shall be completely manufactured of lightweight, high-strength ductile iron with a wall thickness, which meets or exceeds the requirements of AWWA C-153. Wedge shall be constructed of ductile iron, fully encapsulated in synthetic rubber per AWWA C-509. Valve body and bonnet shall be fusion bonded epoxy coated inside and out per AWWA C-550.

Gate valves larger than 12" shall conform to Standard Specification AWWA C-504 for Butterfly Valves, in so far as applicable. The Valve body shall be ASTM-A48; Class 40 or A126, Class B Cast Iron. The Butterfly valve disc, shall be of the "offset" design to provide a full 360° seating surface, uninterrupted by shaft holes. Disc shall be constructed of ASTM A56, Grade 65-45-12 ductile iron. Valve shafts shall be single piece "through" type and shall be of round 18-8 stainless steel, type, 304 material. All internal and external surfaces of valve body shall be shop painted with two coats of asphalt varnish (Federal Specification TT-V-51C). Valve actuators shall be furnished with standard 2" AWWA operating nuts. Each valve shall be tested per AWWA C-504, including hydrostatic, performance, and leakage tests.

All valves shall have mechanical joint ends and shall open left (**counter clockwise**).

2. Each gate valve shall be accompanied by a valve box of the two section, adjustable type of heavy pattern, constructed of cast iron and provided with cast iron cover. Boxes shall be of lengths consistent with pipe depths.

B. Tapping valves shall meet the requirements of AWWA C500. The valves shall all be flanged by mechanical joint outlet with non-rising stem, designed for vertical burial and shall open left or counterclockwise. Stuffing boxes shall be the "O-Ring" type. Operating nut shall be AWWA Standard 2-inches square. The valve shall be provided with an overloaded seat to permit the use of full size cutters. Gaskets shall cover the entire area of flange surfaces.

C. Tapping sleeves shall be manufactured of 18-8 stainless steel with minimum 5/8" 18-8 stainless steel nuts and bolts coated with fluorocarbon. The flange shall conform to AWWA C207 Class D-ANSI 150 lb. drilling. A 3/4" 18-8 stainless steel testing plug shall be provided so that the sleeve may be tested for a positive seal before tapping. The gasket shall be made of virgin GPR compounded for water service meeting the requirements of ASTM D2000.80M 4AA607. Tapping sleeves shall be rated for 200 PSI minimum working pressure.

D. Hydrants shall be American Darling B-84-B conforming to AWWA C-502. Standard depth of bury shall be 5'0". All hydrants shall be open left and weep holes plugged. The **ENGINEER** shall determine whether or not that the plugs be removed based on ground water conditions.

E. All hydrant laterals shall be 6" ductile iron pipe and conform to ANSI/AWWA C-151, Class 52. **(No domestic taps shall be permitted on fire hydrant laterals.)** Need confetti

4.03 Execution

A. Gate valves shall be set vertically aligned on a firm foundation and supported by tamping selected excavated material under and at the sides of the valve. Gaskets shall be properly tightened around the flange to create an adequate seal. All gate valves should be closed prior to installation.

B. Valve boxes shall be installed vertically, centered over the operating nut, and the elevation of the top shall be adjusted to conform to the finished surface of roadway or other surface at the completion of the contract. Boxes shall be adequately supported during backfilling to maintain vertical alignment.

C. Hydrants, as detailed on the Drawings shall be set at the location designated by the **ENGINEER** and shall be bedded on a firm foundation. A drainage pit 3 ft. in diameter and to the limits shown on the Drawings shall be filled with 3/4" crushed stone and satisfactorily compacted. Each hydrant shall be set in true vertical alignment and shall be properly braced. Concrete thrust blocks shall be placed between the back of the hydrant inlet and undisturbed soil at the end of the trench providing at least the minimum bearing as shown on the Contracted Drawings. The hydrant shall be tied to the pipe with suitable stainless steel rods or clamps. Wedge action retainer glands or grip ring mechanical joint restraints must be used to join all pipes and fittings, from the tee at the main, to the hydrant.

D. Reconnecting existing hydrants to new water mains as indicated on the drawings shall include all new pipe and fittings up to the hydrant base. The use of grip couplings shall not be permitted. The contractor shall adjust the location of the existing hydrant for proper alignment with the new lateral. (No bell joints shall be permitted along hydrant laterals less than 20 feet from the hydrant.)

- E.
1. The tapping operation shall be conducted by workmen thoroughly experienced in the installation of tapping sleeves and valves, and under supervision of qualified personnel furnished by the manufacturer. The tapping machine shall be furnished by the Contractor.
 2. Installation shall be made under pressure and the flow of water through the existing main shall be maintained at all times. The tapping valves and sleeves shall be tested through the sleeve plug at **200 psi for 15 minutes using water or 100 psi for 15 minutes using air** prior to tapping the existing main.
 3. The **CONTRACTOR** shall determine the location of the existing main to be tapped to confirm the fact that the proposed position for the tapping sleeves will be satisfactory and no interference will be encountered such as the occurrence of existing utilities or of a

joint or fitting at the location proposed for the connection. **No tap will be made closer than 3 ft from the pipe joint.**

4. Tapping sleeves and valves with boxes shall be set vertically and squarely centered on the main to be tapped. Adequate support shall be provided under the sleeve and valve during the tapping operation. Thrust blocks shall be provided behind all tapping sleeves. Proper tamping of supporting earth around and under the valve and sleeves is mandatory.

SECTION 500

WATER SERVICES

5.01 General

A. Furnish all labor, materials, equipment and incidentals required to install copper pipe and fittings complete as shown on the drawings and as specified herein.

5.02 Materials

A. All Water services must be at least 3/4" - Type K copper tubing with compression type fittings. All proposed water services greater than 100 feet in length shall be a minimum 1" – type K Copper tubing.

B. Corporation stops shall be tapered AWWA thread (CC) inlets with compression pack joint (CPPJ) outlet. They must meet or exceed AWWA specification C-800 and possess a working pressure of 300 psi.

C. Curb stops must be of a ball curb type (brass ball with Teflon coating) without drain. They must meet or exceed AWWA specification C-800 and possess a working pressure of 300 psi.

D. The water service curb box is made up of three basic components: the cover, the service box, and the rod.

1. The plug type cover must have a brass pentagon plug with coarse "rope" thread to enable quick and easy removal.

2. The service box shall be adjusted to 1' - 0" within its height range. It must be adjusted to final grade flush with either pavement or grass surface.

3. The rod must offset for centering in the pipe and be provided with a heavy ductile iron end yoke with brass cotter pin. The pin assembly must be attached to the curb stop prior to backfill.

E. Three-piece coupling shall be of compression type pack-joint (CPPJ) on both ends to connect lengths of copper service piping. The CPPJ coupling must be of a type with a split clamp device.

F. Saddles must be of Ductile Iron meeting ASTM A-536-80 Grade 65-45-12 (Threads shall be CC). The finish shall be 10 mils of fusion applied nylon. Straps, bolts, nuts and washers shall be Mayari-R (Corten) high tensile strength, type 304 (18-8) stainless steel. Threads must be Teflon coated and GMAW welds must be passivated for resistance to corrosion. The gasket shall be virgin NBR compounded for water.

5.03 Execution

A. All materials shall be inspected prior to installation. Water service connections shall be extended to the Right of Way as shown on the drawings or as directed by the Engineer.

B. 1. Sand bedding must be placed and completed to **provide cover a minimum of 6" below and 12" above the service connection pipe.**

2. Copper tubing, available in **100' rolls shall be used** to minimize the use of unions during installation.

3. Extra care shall be taken in bending the tubing. Any tubing **having irregularities such as kinks shall be replaced at the Contractor's expense.**

C. Corporation stops must be installed only after the water main is tested and chlorinated, and must be installed under full service pressure by threading the corporation directly into the main. The corporations must be installed at an angle of 66 degrees away from top of the pipe by an approved type of **"Tapping Machine"**. Tapping new mains or old by a makeshift hand drill shall not be allowed.

D. After the water service connection to the main is completed the water service line is laid up to the property line of the homeowner and the curb stop is installed. This line will be laid without bends whenever possible.

E. Curb boxes must be set vertically level and must be cleaned and "Blown-out" prior to acceptance by the Town of Derry.

F. Taps into ductile or cast iron mains shall be made without tapping saddles, by an approved type of "Tapping Machine". If a saddle is required due to a leaky direct tap, then all materials and labor expenses associated with the repair shall be borne by the **CONTRACTOR**. All other pipe materials such as transite and PVC shall require the use of a saddle.

G. When reconnecting existing water services to new water mains, caution shall be exercised to ensure proper alignment of the new service tap in relation to the existing water service. Any extra pipe and fittings required to complete this work, shall be included within the bid item.

H. Service connections shall be installed with a **minimum six feet of cover.**

I. Trench excavation and backfill shall be the same as that stipulated by section 600 herein.

J. Trench repair shall be the same as that stipulated in Section 700 herein.

K. Sewer and Water services shall maintain a minimum horizontal separation of 10 feet.

L. Duplexes or other multi-unit dwellings shall have separate connections to the main as well as separate shut-offs and be installed as outlined herein.

SECTION 600

TRENCH EXCAVATION AND BACKFILL

6.01 General

A. Furnish all labor, materials, equipment and incidentals necessary for trenching of utilities and appurtenances, including back-filling, test pits, and disposal of surplus materials.

6.02 Location of Utilities

A. Once the Contractor is awarded it shall be the Contractor's sole responsibility to contact Dig Safe prior to construction.

B. Prior to construction, the Town shall mark out location of existing water, sewer and drainage utilities based on best available information. This shall not in any way relieve the contractor from damages to the existing utilities. The **CONTRACTOR** shall be responsible for maintaining and recording all utility locations during construction. The **CONTRACTOR** shall be charged by the Town for any relocating of existing utilities.

6.03 Trench Excavating

- A
1. The Contractor shall make excavations in such manner and to such widths as will give suitable room for laying, jointing, and bedding the pipe, furnish and place sheeting, as necessary, and for de-watering and maintaining the trench in a dry condition.
 2. It is the **CONTRACTOR'S** responsibility to satisfy all Federal, State, and local regulations such as those of OSHA.
- B.
1. The top of the trench shall be the ground elevation as determined by the Engineer prior to excavation. In general trenches for pipelines are calculated to give such depth as will provide 5.5 feet of earthen cover.
 2. The allowable trench width shall be 2.0 feet greater than the normal pipe size or a minimum of 3 feet, whichever is greater.
- C.
1. All pavement is to be cut prior to excavation. The **CONTRACTOR** shall at all times exercise care not to excavate outside the trench limiting lines as shown on the drawings. No extra allowance will be given for back filling, rock removal, paving, or other work resulting from excavation beyond these lines.
 2. If the **CONTRACTOR** excavates below grade through error or his own convenience, or through failure to properly de-water the trench, or disturbs the sub-grade before de-watering is sufficiently complete, may be directed by the **ENGINEER** to excavate below grade, in which case the work of excavating below grade and furnishing

and placing the refill shall be performed at his own expense.

- D.
1. If in the opinion of the Engineer, the material at or below the normal grade of the bottom of the trench is unsuitable for foundation, it shall be removed to the depth directed by the **ENGINEER** and replaced by an approved second gravel.
 2. Surplus material excavated from trench and abandoned pipe and utilities, broken pavement, masonry, reinforced concrete, and other materials encountered in the excavation and not suitable for landfill, becomes the property of the **CONTRACTOR** and must be disposed of appropriately.
- E. The **CONTRACTOR** shall furnish all labor, materials, equipment, and incidentals required to repair any existing utilities damaged during construction. Any assistance rendered to the **CONTRACTOR** by the **TOWN** in isolating or repairing damaged utilities, shall be appropriately deducted from the contract bid price.

6.04 Trench Ledge Excavation and Disposal

- A.
1. Rock excavation shall consist of all solid rock which cannot be removed without blasting or ripping. It shall consist of boulders and parts of masonry structures when found to measure 1 cubic yard or more.
 2. Material which can be loosened and removed such as loose or fractured rock, frozen materials, shale, hardpan, and the like which is outside of the limits of measurements allowed shall not be measured or classified as rock excavation.
 3. Where rock is encountered, it shall be uncovered but not excavated until measurements have been made by the **ENGINEER**. All ledges within the trench limitations will be removed and disposed of off the site by the **CONTRACTOR**. All ledge excavated from the trench will be replaced with suitable material approved by the **ENGINEER**.
- B.
1. All blasting operations shall be conducted in full compliance with all the laws of the State, all local ordinances, and with all possible care so as to avoid injury to persons and property.
 2. The **CONTRACTOR** shall perform a pre-blast survey of the area where blasting is required. He shall record existing conditions in written form, sketches, photographs, videotapes, or any other form. All nearby buildings, foundations, driveways, roadways, and other existing structures shall be inspected for cracks, loose masonry, and any other conditions which might be attributable to blasting at a later date. A copy of said survey shall be provided to the **ENGINEER** before blasting commences.
 3. The **CONTRACTOR** shall record the location, depth, and size of each hole. A copy of the said blasting record shall be provided to the **ENGINEER** at the conclusion of blasting rock.
 4. No blasting will be permitted under or adjacent to any street, roads, or highway

unless permission has been received in writing from the authority having jurisdiction.

5. Conform to all Municipal, State, Federal, and other ordinances and codes relating to the storage and handling of explosives. Particular attention is called adherence to requirements of the electric, gas, and other utilities which may be located in the project area.

6. Damages and costs of whatever nature resulting from the work specified herein shall be borne solely by the **CONTRACTOR**.

6.05 Select Materials for Pipe Embedment

A. From the bottom of the trench to a minimum of 12 inches above the pipe crown, shall referred to as the pipe embedment zone. Select material shall be specified elsewhere or as indicated on the drawings. The select material shall be hand tamped around the pipe so that each section shall have a firm bearing through out its entire length.

B. Select materials shall conform to the following standards:

1. Sand - shall be free from stone or any organic matter.

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
3"	100
#4	70- 100
#200	0- 12

2. Bank Run Gravel - shall be graded such that the maximum size of stone particles shall not exceed 3/4 of the compacted depth of the layer being placed. In no case shall the stone size be larger than 6 inches.

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
6"	100
#4	25 - 70
#200	0 - 12

3. Crushed Gravel - at least 50 percent of the material retained on the 1 inch sieve shall have a fractured face.

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
3"	100
2"	95 - 100
1"	55 - 85
#4	27 - 52
#200	0 - 12

4. Crushed Stone - shall consist of clean durable ledge and rock. It shall be free from thin elongated pieces.

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
1"	100
3/4"	85 - 100
1/2"	15 - 45
#4	0 - 5
#3	0 - 5
#50	0 - 5
#200	0 - 5

6.06 Backfill

A. The material above the pipe embedment zone shall be selected backfill or common fill as specified on the plans. All trenches within the limits of a roadway, shoulder, sidewalk, or other paved areas shall be thoroughly compacted by hand or mechanical means in layers not to exceed twelve (12) inches. Each backfill layer shall be at 95% of its optimum.

B. All backfill material shall be free from all organic matter and debris. No stone or rock fragments larger than 6" shall be deposited in the backfill.

C. Any trench areas improperly backfilled or having excessive settlement, shall be reopened to the depth required, then refilled, compacted, restored to the required grade, mounded over and smoothed or repaved as necessary.

D. All digging up, protecting, and replacing of hedges, shrubs, trees, and plants, along with stripping and stockpiling of all topsoil where it exists, and replacement of the original earth cover including regrading and clean-up shall be the sole responsibility of the **CONTRACTOR**.

SECTION 700

TRENCH REPAIR

7.01 General

A. Furnish all labor, material, equipment, and incidentals required to replace all pavement removed over trenches or otherwise disturbed by the **CONTRACTOR'S** operation.

B. Streets, driveways, parking areas or sidewalk pavement, damaged or disturbed by, the **CONTRACTOR'S** operation shall be repaired, replaced, or restored, by the **CONTRACTOR** in accordance with the requirements specified herein, and as directed by the **ENGINEER**, at no additional expense of the owner.

C. Except as otherwise specified herein, the material and construction shall be in accordance with the "Standard Specifications for Road and Bridge Construction", New Hampshire Department of Transportation (NHDOT), latest edition, including all addendum.

7.02 Materials

A. Bank Run Gravel shall meet the requirements of Section 600 herein.

B. Crushed Gravel shall meet the requirements of Section 600 herein.

C. 1. Base course pavement shall be 3/4" Type B as specified in the NHDPW & H "Standard Specifications for Road and Bridge Construction.

2. Wearing course shall be 1/2" Type E as specified in the Standard specifications referenced above.

3. Temporary pavement shall be 1/2" Type C as specified in the Standard specification referenced above.

7.03 Temporary Pavement

A. All trenches shall be paved immediately following construction unless otherwise noted on the plans or directed by the Engineer.

B. The **CONTRACTOR** shall provide a mechanical sweeper and shall "sweep" roads used or in the construction areas as requested by the **ENGINEER**. This shall be done as construction progresses to further control the dust nuisance caused by unpaved trenches in roadways and other areas. Upon completion of all road work, the **CONTRACTOR** shall sweep clean the final work.

C. 1. Trenches shall be backfilled to within 22 inches of final grades as specified herein.

2. The **CONTRACTOR** shall place **12" of Bank run gravel, 8" crushed gravel, and 2" of Temporary pavement**. Gravel materials shall be thoroughly compacted by hand or

mechanical means in layers not to exceed six (6) inches. Each backfill layer shall be 95% of its optimum density.

3. Temporary patches shall remain in place for a minimum of **60 days** but not more than **120 days**. The **CONTRACTOR** shall have the responsibility to periodically inspect temporary pavement areas and repair as necessary, especially during the winter months when the temporary pavement remains in place for an extended period.

4. Use of Cold Patch materials is specifically prohibited for Temporary Patch.

7.04 Permanent Trench Pavement Repair

A. At the end of the stabilization period the temporary patch will be cut out and the trench trimmed with neat straight and square corners a minimum distance of (12) inches beyond the limits of temporary patch or areas of observed settlement, whichever, is greater. The **CONTRACTOR** will insure this requirement is adhered too.

B. The **CONTRACTOR** shall remove the temporary asphalt and crushed gravel as needed to obtain the 4" of permanent pavement required. A tack coat shall be applied along all joints.

C. Supply and place (2 1/2) inches of 3/4" Type B Base course asphalt and (1 1/2) inches of 1/2" Type E Finish course asphalt. Paving shall be allowed if the air temperature is at least 45 degrees F and rising, and the area is exposed to the sun.

D. Rolling shall be done with a self-propelled roller weighing not less than 8 tons and shall continue until a firm even surface true to the lines and grades is obtained.

E. Newly paved trenches shall be either bonded to the existing pavements by an approval means of infra-red heat sealing, or overlaid by 1" of Type F pavement over the entire area.

F. All trenches shall be overlaid the entire width of roadway and 50 ft beyond the edges of the trench along the length of the roadway. The new pavement shall be keyed into the existing pavement as directed by the **ENGINEER**. Finish course paving shall be placed by machine method in accordance with the Derry Roadway Construction Specifications.

7.05 Sidewalks

A. All sidewalks, whether bituminous concrete or cement concrete, interfered with during the construction of sanitary sewer and/or water service connections shall be rebuilt by the **CONTRACTOR** in accordance with the following specifications:

1. Cement Concrete: The foundation shall be at least six (6) inches of well - compacted bank run gravel. The concrete shall be 3000 lb. strength, 4 inches in thickness, reinforced with No 4, 4" X 6" mesh and wood flat finished. Expansion joints (3/4" open) shall be scored into walk every 4 feet. Base gravel material shall be of an approved type. It shall be compacted to 95% of its optimum density.

2. Bituminous Concrete: The foundation shall be twelve (12) inches of bank run gravel as specified above, and the wearing surface shall be laid in two courses, a 1 1/2 inch bottom course and a 1 inch top course, thickness measured after compaction. The material and application shall conform to the Specifications outlined for roadway surfacing. All edges of the walks shall be formed with wood screeds which are securely anchored and left in place. The sidewalk shall meet existing sidewalk widths and have a slope of 1/4 inch per foot from back edge of sidewalk towards roadway.

SECTION 800

AS-BUILTS

8.01 General

A. The CONTRACTOR must submit all asbuilts for Water/Sewer mains and Water/Sewer services. All cost for as-built drawings shall be included with pipeline installation bid prices.

8.02 Requirements

A. The below list is the minimum requirement which must be provided:

- 1) House location
- 2) Installed sewer and/or water service location
- 3) Driveway location
- 4) Water main location
- 5) Sewer main location
- 6) Drain location (if any)
- 7) Catch basin location (if any)
- 8) Sewer Manhole location (if any)
- 9) Retaining wall location (if any)
- 10) Other Public Utilities (Electric, Telephone, etc)
- 11) Existing trees within 12 feet of proposed Service (if any)
(Figure 1 illustrates an example of a typical as-built site.)

B. Original site plans may be used in drawing as-builts for sewer and water mains. The actual pipeline installed shall be drawn in red pencil or red ink, as will notes and swing ties.

C. All newly installed water main gate boxes and hydrant gate boxes must be accurately located and “tied off” from permanent building structures only. Ties taken from poles, catch basins, manholes, other gate boxes, trees and property boundaries are not acceptable. The above requirement may be modified if one “tie” distance is greater than one hundred feet (100’).

D. 1) Service “as built” must show the exact location and depths of new water/sewer services in relation to the building that it serves. All depths between the top of the services and existing ground must be noted.

2) Water service connection “as-builts” must include “tie” from the building corners to the corporation, the service box, unions, and any points at which the service changes direction. In addition, distances from corporations to curb stops, curb stops to unions, and the point at which the service enters the foundation.

3) Sewer service connection “as-builts” must include “ties” from the building corners to the tap or wye, and to the clean out. In addition, distances from the “tap or wye” to the clean out and from the clean out to point at which “tap or wye” to the upstream sewer manhole in the public sewer main shall also be noted.

E. Distances must be accurate to the nearest length of a foot (plus or minus 0.10 foot). Accurate “as-built” plans are dependent on good location and measurements prior to backfill.

F. Before the Town releases final monies from bid items or escrow accounts, complete “as-built” plans must be submitted to the Department of Public Works, 14 Manning Street, Derry, New Hampshire.

SECTION 900

TEMPORARY WATER MAINS AND SERVICES

9.01 General

A. Furnish all labor, materials, equipment and incidentals required to install, maintain, and remove temporary water service as shown on the drawings and as specified herein.

9.02 Materials

A. Restrained Joint PVC Pressure Pipe: shall be certainities Yelomine PVC Pipe or equivalent and be made from Polyvinyl Chloride, Type I, Grade 1, 2,000 psi design stress material, class 12454B in accordance with ASTM D-1784. It shall be pressure rated for 200 psi according to ASTM D-2241 and impact strength shall meet the requirements of ASTM Standard 10-2444.

B. Restrained PVC Joints: shall be certainities Yelomine certa-Lok or equivalent and meet ASTM D-3139. Rubber O rings shall meet ASTM F-477, standard specification for Elastomeric seals for joining PVC pipe.

C. Restrained Joint PVC fittings; shall meet or exceed all specifications for certainities Yelomine PVC Pipe or equivalent.

D. Polyethylene Pressure Pipe: shall be made from high density, extra high molecular weight compound equaling a PE 3408 designation and shall conform to ASTM-1248 and ASTM-3350; with a cell classification of 345434C. All pipe and fittings shall be pressure rated for a minimum of 200 psi.

E. Ball valves: shall meet or exceed AWWA Specification C-800 and possess a working pressure of 300 psi.

9.03 Execution

A. Handling and laying of pipe and fittings shall be in accordance with the manufacturer's instruction. All pipe and fittings shall be kept clean and free from debris during installation.

B. All temporary pipe shall be laid on top of the ground unless otherwise noted on the plans. When the pipe crosses driveways and walkways, stone dust shall be placed and properly ramped to maintain access during construction. The pipe shall be installed a minimum of 12 inches below pavement when crossing roadways.

C. The Contractor shall be responsible for shutting appropriate valves within buildings to ensure that water does not back feed into existing water main or leak out through any draining curb stops that may exist, as well as shutting off the curb stops themselves.

D. The Contractor shall attempt to blow off service lines through temporary connections prior to reconnection of services to new watermain. (Note: This requirement may be waived if a backflow device prevents water from flowing in reverse direction.)

E. If any special modifications are required due to absence of sill cocks or sill cocks with built in backflow preventers, the contractor shall perform the work and bear all the costs required to make connections and appropriate repairs during disconnections.

9.04 Chlorination of Pipelines

A. All temporary water mains shall be disinfected as specified in Section 3.05 herein.

Section 1000

Easement Construction

10.01 General

A. Furnish all Labor, materials, equipment, and incidentals required to construct easements that will allow access to maintenance and construction equipment.

10.02 Materials

A. 1) Woven Geotextile shall be a woven polypropylene product. It shall meet or exceed the following physical requirements.

<u>Geotextile Property</u>	<u>Test Method</u>	<u>Minimum Property Requirements</u>
Apparent Opening Size (US Standard Sieve Size)	ASTM D4751-87	No. 30 Sieve
Permittivity (1/second)	ASTM D4491-85	0.02
Grab Tensile Strength (Pounds)	ASTM D4632-86	270
Puncture Strength (Pounds)	ASTM D4833	100
Mullen Burst (psi)	ASTM D3786	550
Trapezoid Tear (pounds)	ASTM D4533-85	100

2) To prevent damaging the fabric, the Contractor shall exercise necessary care while transporting, storing and installing the fabric. Prior to installation, the fabric shall be protected from weather, direct sunlight or other ultra-violet exposure, and from dust, mud, dirt, debris and other elements which may affect its performance. Fabric which is torn, punctured or otherwise damaged shall not be placed. After placement, fabric shall be covered within 5 days. Traffic or construction equipment will not be permitted directly on the geotextile.

B. Bank Run Gravel: shall meet the requirements of Section 600 herein.

C. Crushed Gravel: shall meet the requirements of Section 600 herein.

10.03 Construction Easement

A. A 50' wide construction easement shall be cleared and grubbed according to Plans or as specified by the Town's Engineer. Caution shall be exercised by the Contractor so as not to disturb areas outside the limits of work.

B. All loam shall be stripped within the limits of the 20' permanent utility easement and stock piled for future use in an authorized area.

10.04 Access Drive

A. All utility lines and structures shall be installed and tested as outlined herein.

B. 1) A 12 foot wide access drive shall be constructed directly over the center of the utility main installed within the 20 foot permanent easement. Drainage culverts shall be installed according to plans or as directed by the Town's Engineer.

2) The access drive shall be cut to subgrade at a minimum of 18 inches from finished grade or as specified on the Plans. The geotextile shall be placed in accordance with the plans and manufacturer's requirements. Prior to placement of the fabric, the site shall be prepared to provide a smooth surface which is free from debris, obstruction, and depressions which could result in gaps, tears or punctures in the fabric during cover operations. The fabric shall be unrolled loosely and positioned as evenly as possible on the surface to eliminate wrinkles and folds. Pins or staples may be used to anchor the fabric as directed by the Engineer. The fabric should be pinned in a loose condition so that it easily conforms to the ground surface and will give to the inward movement of the overlying material. Fabric which is damaged after placement shall be replaced, repaired by stitching or patched. Patches shall be of the same material as the placed geotextile. The patch shall be joined to the existing fabric using overlapped seams as directed by the Engineer.

3) 12 inches of Bank run gravel shall be placed over the fabric in accordance with the plans. Fabric which is damaged as a result of careless or improper placement of gravel, grading techniques or equipment traffic above the fabric shall be repaired or replaced at the expense of the Contractor. 6 inches of crushed gravel shall be placed over the Bank run gravel and be graded to match the surrounding topography or as directed by the Town's Engineers.

4) Screened loam at an average depth of 2 inches shall be placed over the access drive and shall be seeded to discourage use by unauthorized vehicles.

/jmt 7/9/96

/smt revised 1/20/98

/mrl revised 3/29/01

/mrl revised 4/12/05