



STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

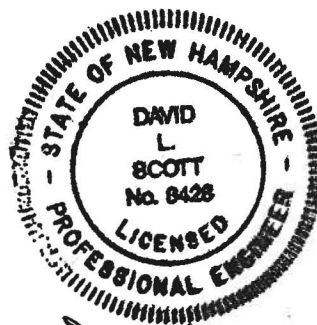
**NEWINGTON-DOVER
A005(301) 11238S**

**THIS PROJECT WILL REMOVE THE SUPERSTRUCTURE OF
THE GENERAL SULLIVAN BRIDGE (BR. NO. 200/023) TO
ADDRESS SAFETY CONCERNS FOR MARINE USERS
THAT CROSS UNDERNEATH THE BRIDGE.**

**NOTE: PLANS AND SPECIFICATIONS ON THIS PROJECT CANNOT BE
TRANSFERRED TO ANY OTHER FIRM OR ORGANIZATION FOR THE
PURPOSE OF SUBMITTING A BID AS A GENERAL CONTRACTOR
WITHOUT THE KNOWLEDGE AND AUTHORITY OF THE DEPARTMENT.**

NON-TRANSFERABLE: _____

GRAND TOTAL \$ _____



David L Scott
6/16/25

09/19/22

Supersedes 4/26/00, 12/23/02, 06/30/04, 10/26/09, 06/06/17

**NEWINTON-DOVER
11238S**

June 24,2025

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

JOHN O. MORTON BUILDING
CONTRACT SECTION

INVITATION FOR BIDS

7 HAZEN DRIVE
POST OFFICE BOX 483
CONCORD, NH 03302

Proposals are to be submitted electronically via <https://nhdot.exevision.com/icx/Index.aspx> by 2:00 o'clock PM, Eastern Time, on **THURSDAY, AUGUST 21, 2025** for the following project:

**NEWINGTON-DOVER
A005(301) 11238S**

THIS PROJECT WILL REMOVE THE SUPERSTRUCTURE OF THE GENERAL SULLIVAN BRIDGE (BR. NO. 200/023) TO ADDRESS SAFETY CONCERNS FOR MARINE USERS THAT CROSS UNDERNEATH THE BRIDGE.

BID BOND: 5% OF THE BID AMOUNT

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

BIDDERS SHOULD ACT PROMPTLY AND SUBMIT ALL QUESTIONS PERTAINING TO THE PROJECT IN WRITING TO JASON TREMBLAY AT Jason.A.Tremblay@dot.nh.gov AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE HOUR AND DATE SET FOR THE BID OPENING. NO PHONE CALLS OR FAXES WILL BE ACCEPTED.

Plans and specifications (**NOT FOR BIDDING PURPOSES**) may be seen at the at the Assoc. General Contractors of NH, 48 Grandview Rd, Bow, NH; Construction Summary of NH, Inc., 734 Chestnut St., Manchester, NH; Signature Press & Blueprinting, Inc., 880 Candia Road Unit 7, Manchester, NH; AlphaGraphics Portsmouth, 933 Islington Street, Portsmouth NH; Minuteman Press, 95 Brewery Lane, Portsmouth, NH; Copy World, LLC, 5 Airport Road, Unit 21, West Lebanon, NH; Works in Progress, 20 Farrell Street, Suite 103, So. Burlington, VT; and Office of Const. Industries of MA, 1500 Providence Hwy., Suite 14, Norwood, MA.

In order to be authorized to bid, the Department's Request for Proposal (RFP) form must be submitted to the Contract Office of the Department of Transportation. Once the RFP form has been approved, the Contractor is authorized to bid. At this time, the password card will be issued allowing the Contractor access to the on-line bidding documents, including the Plans and Specifications. In addition, hard-copy Plans and Specifications can be obtained at the Contract Office of the Department of Transportation for SIXTY DOLLARS (\$60.00) (**NON-REFUNDABLE**). An additional TEN DOLLARS (\$10.00) will be charged for shipping fees (**NON-REFUNDABLE**). Checks should be made payable to "Treasurer, State of New Hampshire". Send check with Project Name and No. to the Department of Transportation, c/o Finance & Contracts, P.O. Box 483, 7 Hazen Drive, Concord, NH 03302.

Proposals must be **submitted electronically via <https://nhdot.exevision.com/icx/Index.aspx>** and received by the Department of Transportation as specified above no later than the date and time mentioned above, at which time they will be publicly opened and the results immediately posted on the Department's website. A bid bond shall be submitted electronically at the time of bid in the amount listed above, payable to, "Treasurer, State of New Hampshire", as security for the execution of the contract.

All individuals, firms, partnerships or corporations intending to bid, must file a statement showing their qualifications with the Department of Transportation on forms prepared for that purpose at least ten (**10**) days prior to opening of bids. No authorization to bid will be granted to a prospective bidder **not** prequalified.

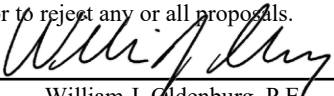
Any information submitted as part of the Invitation to Bids may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of the bid letting will be made accessible to the public online via the website Transparent NH (<http://nh.gov/transparentnh/>).

If contract price is \$35,000 or more, the successful bidder will be required to furnish electronically, at the time of approval, a contract bond in the amount of One hundred (100) percent of their bid.

All bidders will be required to execute a sworn statement pursuant to Section 112(c) of Title 23 USC, certifying that he or she has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. Civil Rights Act of 1964, 78 Stat. 252, USC 2005d to 2005d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

The right is reserved to waive any informalities in or to reject any or all proposals.

JUNE 24, 2025
F



William J. Oldenburg, P.E.
Director of Project Development



Information Report

NEWINGTON - DOVER
11238S
A005(301)

County: ROCKINGHAM, STRAFFORD
 Date Bids Open: 8/21/2025
 Scope of Work: Remove the superstructure of the existing General Sullivan Bridge
 Location: SPAULDING TURNPIKE / LITTLE BAY BRIDGES
 Completion Date: 6/25/2027
 Proposal Guarantee: 5% of bid amount

Item Number	Item Description	Unit	Estimated Quantity
NEWINGTON - DOVER 11238S			
Bridge			
201.21	REMOVING SMALL TREES	EA	25.00
201.22	REMOVING LARGE TREES	EA	10.00
201.881	INVASIVE SPECIES CONTROL TYPE I	SY	5,910.00
202.8	REMOVAL OF FENCE	LF	310.00
206.19	COMMON STRUCTURE EXCAVATION EXPLORATORY	CY	5.00
500.02	ACCESS FOR BRIDGE CONSTRUCTION	U	1.00
502.	REMOVAL OF EXISTING BRIDGE STRUCTURE	U	1.00
564.4	BRIDGE NAVIGATION LIGHTS	U	1.00
607.360	CHAIN LINK FENCE WITH VINYL COATED STEEL FABRIC, 6' HIGH	LF	250.00
607.4260	POST ASSEMBLIES FOR CHAIN LINK FENCE, 6' HIGH	EA	7.00
607.5340	WOOD FENCE (SPLIT RAIL) 4'-0" HIGH	LF	165.00
607.73618	18' OPENING DOUBLE GATE, CHAIN LINK VINYL COATED STEEL FABRIC, 6' HIGH	U	1.00
607.73624	24' OPENING DOUBLE GATE, CHAIN LINK VINYL COATED STEEL FABRIC, 6' HIGH	U	1.00
615.033	REMOVING TRAFFIC SIGN, TYPE C	U	1.00
615.0501	TRAFFIC SIGN TYPE BB	SF	68.00

618.61	UNIFORMED OFFICERS WITH VEHICLE	\$	100,000.00
618.7	FLAGGERS	HR	100.00
619.1	MAINTENANCE OF TRAFFIC	U	1.00
619.253	PORTABLE CHANGEABLE MESSAGE SIGN (UNIT WEEK)	UWK	72.00
619.63	TRUCK-MOUNTED IMPACT ATTENUATOR, TEST LEVEL 3	U	1.00
645.42	TEMPORARY SLOPE MATTING TYPE B (WILDLIFE FRIENDLY)	SY	1,875.00
645.44	TEMPORARY SLOPE MATTING TYPE D (WILDLIFE FRIENDLY)	SY	660.00
645.512	COMPOST SOCK FOR PERIMETER BERM	LF	800.00
645.531	SILT FENCE	LF	800.00
645.7	STORM WATER POLLUTION PREVENTION PLAN	U	1.00
645.71	WATER QUALITY MONITORING, INSPECTION AND REPORTING	HR	730.00
646.51	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS AND LOAM	SY	190.00
650.2	LANDSCAPING	U	1.00
661.001	INTERPRETIVE SIGN	EA	6.00
661.01101	EXISTING BRIDGE COMPONENTS FOR DISPLAY	U	2.00
661.01102	EXISTING BRIDGE COMPONENTS FOR DISPLAY	U	1.00
670.2812	RETROREFLECTIVE NAVIGATIONAL PANEL	U	2.00
692.	MOBILIZATION	U	1.00
693.	ON-THE-JOB TRAINING OF UNSKILLED WORKERS	\$	1,800.00
697.11	INVASIVE SPECIES CONTROL AND MANAGEMENT PLAN	U	1.00
697.41	CRITICAL PATH METHOD (CPM) ELECTRONIC SCHEDULE	U	1.00
698.11	FIELD OFFICE TYPE A	MON	24.00
699.	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	50,000.00
1002.1	REPAIRS OR REPLACEMENTS AS NEEDED - BRIDGE STRUCTURES	\$	200,000.00
1008.445	ALTERATIONS AND ADDITIONS AS NEEDED - MODIFY TOLL PLAZA SYSTEM EQUIPMENT	\$	30,000.00
1010.15	FUEL ADJUSTMENT	\$	248,000.00

ITS Infrastructure

1008.942	ALTERATIONS AND ADDITIONS AS NEEDED - RWIS EQUIPMENT (SUPPLY TO DEPARTMENT)	\$	21,000.00
1010.15	FUEL ADJUSTMENT	\$	1,000.00
Pavilion			
203.1	COMMON EXCAVATION	CY	90.00
209.201	GRANULAR BACKFILL (BRIDGE) (F)	CY	15.00
304.4	CRUSHED STONE (FINE GRADATION) (F)	CY	49.00
508.	STRUCTURAL FILL	CY	6.00
520.01	CONCRETE CLASS AA	CY	26.00
520.213	CONCRETE CLASS B, FOOTINGS (ON SOIL) (F)	CY	3.00
544.3	REINFORCING STEEL (CONTRACTOR DETAILED)	LB	3,000.00
660.47	PAVILION BUILDING	U	1.00
1010.15	FUEL ADJUSTMENT	\$	1,000.00

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**NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY
EMPLOYMENT OF NEW HIRES**

The following is a list of the local State Employment Security Offices from which the Contractor may secure the unskilled labor for this project:

Department of Employment Security
151 Pleasant Street, PO Box 159
Berlin, NH 03570-2006
Telephone: (603) 752-5500

Department of Employment Security
404 Washington Street, PO Box 180
Claremont, NH 03743-0180
Telephone: (603) 543-3111

Department of Employment Security
10 West Street, PO Box 1140
Concord, NH 03302-1140
Telephone: (603) 228-4100

Department of Employment Security
518 White Mountain Hwy.
Conway, NH 03818-4205
Telephone: (603) 447-5924

Department of Employment Security
109 Key Road
Keene, NH 03431-3926
Telephone: (603) 352-1904

Department of Employment Security
426 Union Avenue, Suite 3
Laconia, NH 03246-2894
Telephone: (603) 524-3960

Department of Employment Security
646 Union Street, Suite 100
Littleton, NH 03561-5314
Telephone: (603) 444-2971

Department of Employment Security
300 Hanover Street
Manchester, NH 03104-4957
Telephone: (603) 627-7841

Department of Employment Security
6 Townsend West
Nashua, NH 03063-1217
Telephone: (603) 882-5177

Department of Employment Security
2000 Lafayette Road
Portsmouth, NH 03801-5605
Telephone: (603) 436-3702

Department of Employment Security
29 South Broadway
Salem, NH 03079-3026
Telephone: (603) 893-9185

Department of Employment Security
6 Marsh Brook Road
Somersworth, NH 03878
Telephone: (603) 742-3600

06/24/08

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

WAGE RATES
FEDERAL AID PROJECTS

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

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

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

"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).

<p> 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:</p>	<p> . 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.</p>
<p> 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:</p>	<p> . 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.</p>

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"

"General Decision Number: NH20250026 01/03/2025

Superseded General Decision Number: NH20240026

State: New Hampshire

Construction Type: Heavy

County: Strafford 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).

<p> 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:</p>	<p> . 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.</p>
<p> 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:</p>	<p> . 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.</p>

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.

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

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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"

**NEWINGTON-DOVER
11238S**

April 28, 2025

PROSECUTION OF WORK**DESCRIPTION OF WORK**

The General Sullivan Bridge crosses Little Bay between the town of Newington and the city of Dover. The bridge is currently out of service and closed to all uses due to its deteriorated condition. This project will remove the superstructure of the bridge to address safety concerns for marine users that cross underneath the bridge. The project limits start in Dover at the existing pedestrian access bridge and continue southerly approximately 1,528 feet across the General Sullivan Bridge to the Newington abutment.

The General Sullivan Bridge (Br. No. 200/023) was constructed in 1934. The superstructure is a nine-span Warren truss with a total length of 1,528 feet. It is comprised of six deck truss approach spans (three spans on each approach) that flank a three-span partial through-arch truss centered over the federal navigational channel. The superstructure is supported on eight granite faced concrete piers and two reinforced concrete abutments. The bridge originally carried two lanes of vehicular traffic. In 1984, with the widening of the Spaulding Turnpike and construction of the Northbound Little Bay Bridge, all vehicular traffic was removed from the bridge. It continued to serve as a crossing for pedestrians and bicyclists until its closure in 2018.

A pedestrian access bridge (Br. No. 196/024) was constructed at the Dover approach to the General Sullivan Bridge and modifications were made to the Dover abutment in 2010 as part of the Newington-Dover 11238L contract.

This project involves complete removal of the superstructure of the General Sullivan Bridge. At the Dover approach, the superstructure of the existing pedestrian access bridge will be fenced off. At the Newington approach, the approach path will be fenced off at the path junction with Shattuck Way.

NOTICE OF NON-MANDATORY PRE-BID MEETING

Refer to the Section 102 Special Attention provided elsewhere in the Proposal for more detailed information for prospective bidders on the non-mandatory pre-bid meeting (Tuesday, July 15, 2025, 10:00 am at the NHDOT), which will explain the options for access for construction.

CONCURRENT WORK

The Department has previously advertised and will advertise construction projects that will take place in the vicinity and during the life of this contract. These projects include, but are not limited to, the following:

Project	Anticipated Beginning	Anticipated Completion	Description
Portsmouth-Newington 44496	Spring 2025	September 2025	Eastern Turnpike Paving
Statewide Turnpike Striping 44497	Spring 2025	September 2025	Turnpike Statewide Striping
Statewide Bridge Washing 45110	Summer 2025	October 2025	Turnpike & District Road Bridge Washing

The Contractor shall cooperate and coordinate with all concurrent, abutting, and/or overlapping contracts. Refer to 105.07 for requirements regarding cooperation with other contractors working concurrently. Do not duplicate construction signs. Cover, uncover, or remove permanent signs as necessary (subsidiary to Item 619.1) to provide proper signing through the area.

UTILITIES

The following information is provided as a supplement to and in accordance with 105.06 - Cooperation with Utilities.

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

<p><u>Eversource Energy</u> Contact: Electric Services Support Center Title: n/a Phone: 1-800-362-7764 E-mail: NHNewService@eversource.com</p>	<p><u>Consolidated Communications, Inc.</u> Contact: David Kestner Title: Network Engineer Phone: (603) 433-2119 E-mail: David.Kestner@consolidated.com</p>
<p><u>Comcast</u> Contact: Jesse Bibeau Title: Project Coordinator Phone: (978) 501-4498 E-mail: jesse.bibeau@cable.comcast.com</p>	<p><u>Teleport Communications America, LLC</u> Contact: Richard Solitoro Title: Outside Plant Manager Phone: (508) 216-0033 E-mail: rs3757@att.com</p>
<p><u>FirstLight Fiber</u> Contact: Heather Araujo Title: OSP Engineering Manager Phone: (978) 302-9334 E-mail: haraujo@firstlight.net</p>	<p><u>Unitil Energy Services (Gas)</u> Contact: Spencer Shample Title: System Planning Engineer Phone: (603) 918-4625 E-mail: shamples@unitil.com</p>
<p><u>Dover Community Services</u> Contact: John Storer Title: Public Works Director Phone: (603) 332-4096 E-mail: j.storer@dover.nh.gov</p>	<p><u>Portsmouth Public Works Department</u> Contact: Brian Goetz Title: Deputy Director Phone: (603) 766-1420 E-mail: bfgoetz@cityofportsmouth.com</p>

The Contractor is advised to use caution when working near aerial power distribution and transmission wires, as well as underground power distribution and service wires, and bridge-mounted utilities. Contact the appropriate utility for the precautionary measures required.

Note: The Contractor is responsible for all the notifications noted below unless otherwise specifically stated.

Aerial:

There are existing aerial utility facilities within the project limits as shown on the Plans; however, no impacts or relocations are anticipated.

Underground:

Underground facilities are located within the project area as shown on the Plans. The Contractor is advised to use extreme caution while excavating in these areas and to utilize Item 206.19 – Common Structure Excavation Exploratory, as directed, to locate these facilities prior to excavating.

There are no underground utility relocations anticipated within the project limits.

Bridge-Mounted Utilities:

There are bridge-mounted utilities within the project area as shown on the Plans; however, no bridge-mounted utility relocations are anticipated.

Permanent Lighting:

No changes to existing lighting within the project are anticipated. The Contractor shall not disturb existing lighting.

Temporary Lighting for Portable Concrete Barrier:

Provide and maintain temporary lighting (subsidiary to the work) in conjunction with portable concrete barrier as shown on the Traffic Control Plans or as directed. If portable concrete barrier is installed, other than as shown on the Plans, provide temporary lighting as directed (at the Contractor's expense).

US COAST GUARD REQUIREMENTS

The Department has received notification from the US Coast Guard (USCG) that a USCG Bridge Permit is not required for this removal effort. The Contractor shall comply with all USCG Bridge Administration General Construction Requirements.

The federal navigational channel located between Piers 4 and 5 is 200 feet wide. With approval from USCG, the channel may be temporarily restricted to a minimum width of 120 feet to assist with construction operations as shown on the Plans. The Contractor shall place buoys and signs within Little Bay to direct waterway traffic from the existing boat launch at Hilton Park (east) to the navigational channel. All costs will be subsidiary to Item 500.02 – Access for Bridge Construction.

The navigational channel shall be temporarily closed during operations involving overhead demolition within the navigational channel. Refer to the *Waterway Traffic* subsection in the *Traffic Control Plan* for additional information.

All work within the waterway shall be performed in a manner consistent with the *Traffic Control Plan*, or as otherwise approved by the Engineer.

The Contractor's construction operations shall be approved by the USCG. At least **40** days prior to commencement of any on-site work and at least **130** days prior to commencement of any construction operations in or over the navigational channel requiring waterway restrictions or closure, the Contractor shall submit to the Department a USCG Bridge Submittal including all plans and details of proposed construction operations for review and forwarding to the USCG First Coast Guard District Office for their review and approval. The Contractor's USCG Bridge Submittal shall include, but not necessarily be limited to, the following:

1. Plans of the entire waterway in the vicinity of the project.
2. Plans of the immediate project area including elevation views with distances to Mean High Water.
3. Plans depicting the size and location of all temporary hazards to waterway traffic including temporary trestles and in-water equipment such as work barges and any anchor lines, the size and location of all scaffolding, protective structures, containment, falsework, and cofferdams.
4. All waterway clearance restrictions shall be clearly detailed on the plans shown in total feet. Label all vertical and horizontal clearance restrictions (in feet measured from overhead low point or from the hazard to the opposite pier) that will result from the construction operations.
5. All existing navigational lighting, and proposed lighting for temporary structures, scaffolding, and equipment shall be clearly detailed on the plans.
6. Proposed work schedule and hours of operation including start date, end date, hours, and days of the week during which work will be on-going (highlight work activities that may affect or restrict waterway traffic, such as removal of existing bridge).
7. Emergency 24-hour contact numbers for all responsible personnel (include the contact information for the Department's Contract Administrator and District Construction Engineer at the end of the contact number list).

The Contractor shall comply with all the USCG Bridge Administration GENERAL CONSTRUCTION REQUIREMENTS that are issued with the approval of the USCG Bridge Submittal. A sample copy of these requirements is provided elsewhere in the Proposal. All requirements listed in the sample shall be followed, at a minimum, until formal requirements are issued after approval of the USCG Bridge Submittal. All costs associated with Permit compliance, preparation of USCG submittals, and compliance with all USCG construction requirements will be subsidiary to Item 500.02 – Access for Bridge Construction, unless otherwise noted.

All inquiries to the USCG shall be made through the Department to:

Gary Croot
Bridge Management Specialist
First Coast Guard District
408 Atlantic Avenue
Boston, MA 02110
Tel: 617-223-8364; Fax: 617-223-8073
gary.t.croot@uscg.mil

LITTLE BAY WATER ELEVATION FLUCTUATIONS AND TIDAL CURRENTS

Little Bay is directly influenced by tidal flows at this location. The range of water surface elevations in the vicinity of the bridge, as indicated by the US Coast Guard and the US Army Corps of Engineers, is 6.4 feet (from elevation 3.2 to elevation -3.2). A greater range of water elevations for storm surges, moon tides, wave action, etc. will occur and shall be considered. The Contractor is also alerted to the presence of strong tidewaters. Velocities of up to 12 feet per second have been recorded in the vicinity of the bridge. The Contractor shall design and construct all temporary works and conduct construction operations with consideration given to all potential low and high-water surface elevations and tidewater velocities.

FEDERAL AVIATION ADMINISTRATION OBSTRUCTION EVALUATION

This project is located in proximity to Portsmouth International Airport at Pease. The Federal Aviation Administration (FAA) requires notification if construction activities may be a hazard to navigable airspace. The Contractor shall utilize FAA Notice Criteria Tool to determine if filing is required (the form, instructions (Notice Criteria Tool: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>)). If notification is indicated by the Tool, then the contractor is required to electronically file a notification with FAA (<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>).

The Contractor shall not proceed with construction activities that may obstruct navigable airspace until the FAA has issued a “Determination of No Hazard to Air Navigation” letter or the FAA Notice Criteria Tool states, “You do not exceed Notice Criteria”. The Contractor shall comply with all conditions identified by FAA in their Determination. The Contractor shall provide the Engineer copies of all documents submitted to, and received from, the FAA for the Department’s record.

EXCAVATING, DREDGING OR FILLING STATE WATERS

Wetlands Permit:

The work as indicated qualifies under the US Army Corps of Engineers’ New Hampshire General Permit (GP) #8. The GP and its general conditions are available online (www.nae.usace.army.mil/Missions/Regulatory/StateGeneralPermits/NewHampshireGeneralPermit.aspx). A copy of the US Army Corps of Engineers’ verification letter is included elsewhere in the Proposal.

The Department has secured the necessary NH Department of Environmental Services’ Wetlands Permit approval to accomplish the work in each Municipality and a copy of the approval, including any special conditions contained therein, is included elsewhere in the Proposal. The Wetlands Permit will be available at the time of award of Contract. Apply sufficiently in advance for any additional Wetlands Bureau or Corps of Engineers Permits or modifications to the existing Permit(s) necessary due to the Contractor’s method of construction or for other work not shown on the Plans. Prior to submission to the Wetlands Bureau, have any additional impacts reviewed by the Bureau of Construction and the Bureau of Environment. The Department’s Permit is only for the work shown on the Plans.

Shoreland Permit:

The Department has secured the necessary NH Department of Environmental Services’ Shoreland Permit to accomplish the work shown on the Plans. A copy of the approved Shoreland Permit is included elsewhere in the Proposal.

The Contractor is responsible for obtaining any Wetlands Bureau Shoreland Permit necessary for the Contractor's method of construction. Prior to submission to the Wetlands Bureau Shoreland Program, any additional impacts shall be reviewed by the Bureau of Construction and the Bureau of Environment.

For any work not shown on the Plans that the Contractor proposes to do in protected shorelands of the State, make appropriate application, along with necessary working plans, to the Wetlands Bureau sufficiently in advance for their consideration and approval.

Permit Applications:

To assist the Contractor in preparing a bid, the Wetland Impact and Erosion Control Plans (including the Erosion Control Strategies) and the Wetlands and Shoreland Permit applications are available on-line on the Department's Bureau of Environment Wetland Program Website on the *Wetland Applications, Plans, and Permits* webpage (www.dot.nh.gov/about-nh-dot/divisions-bureaus-districts/environment/wetland-applications).

Contact the project's Environmental Coordinator (Darrel Elliott, 603-419-9822) for clarification of wetland and shoreland limits, if necessary.

EROSION CONTROL AND WATER QUALITY MANAGEMENT

Refer to the Special Attention concerning the Contractor's obligation relative to the National Pollutant Discharge Elimination System (NPDES) Storm Water Construction General Permit (CGP), administered by the Environmental Protection Agency (EPA).

This project is subject to Notice of Intent, Notice of Termination, and other project records to be completed by the Contractor as required in the Construction General Permit (CGP). NPDES General Guidelines, Notice of Intent and Notice of Termination are available online in *Doing Business with the DOT* (www.dot.nh.gov/doing-business-nhdot/engineers-consultants).

Provide a Storm Water Pollution Prevention Plan (SWPPP) (Item 645.7) and monitoring of the SWPPP (Item 645.71) to assure that any detrimental impacts are minimized to the extent practical and restricted to the construction phase. Take note of the requirements in Section 645 – Erosion Control, particularly 3.1.1 regarding submittals and approvals of the SWPPP prior to specific work. Amend the SWPPP as necessary to provide for continued erosion and sediment control. Appropriate temporary measures shall be implemented as necessary to prevent erosion based upon the Contractor's method of operation and schedule.

Pursuant to 645.3.1.1, the SWPPP may be segmented or submitted in phases. The phased submission will expedite the preparation of the SWPPP, and receipt of approvals needed to advance the proposed work. It is anticipated that the SWPPP will need to separately address existing and final conditions for each location, or phase of construction. First, graphically show the pre-construction drainage patterns and proposed BMPs, as appropriate, to protect existing structure and surrounding natural resources during initial land clearing and earth moving activities. Second, graphically show the proposed BMPs and final conditions for each construction phase.

Before beginning grubbing operations (or tree clearing if ordered by the Engineer) or earthwork, install erosion control measures along the toe of slopes in areas adjacent to wetlands or other areas as directed. In addition, provide delineation (i.e., fluorescent painted stakes or fluorescent-colored flags, subsidiary to Item 645.531) at the limits of construction adjacent to wetlands or other restricted areas or as directed. Maintain the SWPPP measures throughout construction until the area is stabilized.

The Contractor shall comply with any, and all, published NHDES Alteration of Terrain Env-Wq 1500 requirements (www.des.nh.gov/sites/g/files/ehbemt341/files/documents/env-wq-1500.pdf). The area of unstabilized soil shall not exceed five (5) acres at any time.

ENVIRONMENTAL COMMITMENTS

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

Salvage existing bridge components for display at the following locations. Refer to the Special Provision for Section 661 for additional information:

Woodman Institute Museum:

182 Central Ave, Dover

- A panel point including truss members with gusset plates and a bearing assembly. Construct concrete base and install components for display. Coordinate construction of the concrete base, delivery, and installation of the components for display with the Woodman Museum (Jonathan Nichols, 603-742-7680, director@woodmanmuseum.org). Work shall not be performed at the Woodman Museum from July 1st through September 30th. All costs will be included in Item 661.01101 – Existing Bridge Components for Display.

Hilton Park (West), Dover:

- A panel point including truss members with gusset plates and a bearing assembly. Construct concrete base and install components for display at location as shown on the plans or as directed by the Engineer. Components shall be installed after access to the site through Hilton Park is no longer needed. All costs will be included in Item 661.01101 – Existing Bridge Components for Display.

Town of Newington:

Town Garage

356 Nimble Hill Road, Newington

- A nine-foot length of bridge rail including posts. Coordinate delivery of components for storage and future display with the Town of Newington (603-436-7640). All costs will be included in Item 661.01102 – Existing Bridge Components for Display.

Install interpretive signs with foundations at the following locations. All costs will be included in Item 661.001 – Interpretive Sign. Refer to the Special Provision for Section 661 for additional information:

Woodman Institute Museum:

182 Central Ave, Dover

- Two interpretive signs. Coordinate with the Woodman Museum on the exact locations within the museum. Work shall not be performed at the Woodman Museum from July 1st through September 30th.

Hilton Park (West), Dover:

- Four interpretive signs shall be installed at locations as shown on the Plans or as directed by the Engineer.

INVASIVE PLANTS

Under the statutory authority of *RSA 430:55* (NH Dept. of Agriculture) and *RSA 487:16-a* (NH Department of Environmental Services), the spread of invasive plants listed in Agr 3800 and Env-Wq 1300 is prohibited. The project contains areas of the following prohibited NHDOT Invasive Species Control Type I plants: Oriental bittersweet (*Celastrus orbiculatus*), Japanese barberry (*Berberis thunbergii*), multiflora rose (*Rosa multiflora*), and species of honeysuckle (*Lonicera* spp.); and NHDOT Type II plants: Common reed (*Phragmites australis*), and purple loosestrife (*Lythrum salicaria*). It is anticipated that this project will not impact Type II plants.

To prevent the spread of these plants both within and outside the project area, appropriate containment measures and disposal methods must be in place (see also the Special Attention for Invasive Species located elsewhere in this Proposal). Prior to clearing and grubbing operations occurring in areas identified on the General Plans and/or identified by the Contractor or the Department during construction as containing invasive plant species, the Contractor shall mitigate these areas as specified in the Special Provision for Item 201.881 – Invasive Species Control Type I. All work must comply with the NHDOT manual, *Best Management Practices for the Control of Invasive and Noxious Plant Species*, and supporting fact sheet documents, available online (www.dot.nh.gov/projects-plans-and-programs/programs/environmental-management-system/invasive-species).

Submit an Invasive Species Control and Management Plan (Item 697.11), which details the specific method(s) of controlling the spread of the identified invasive plants and their proper disposal, for review and approval prior to construction.

Excavation of invasive plants will be paid under the appropriate pay items for the class of excavation being performed. Removing and handling of invasive plants will be paid under Item 201.881 – Invasive Species Control Type I. Disposal of invasive plants and associated soils by burying on-site will be subsidiary to the work. Disposal of invasive plants and associated soils off-site, when allowed, will be paid for as extra work as provided in Section 109.

Periodically review established slopes within the project limits (subsidiary to Item 697.11) for the presence of new populations of invasive plants that have been spread directly by construction activities. Upon approval of follow-up control measures, manage the new populations in accordance with the above-mentioned *Best Management Practices for the Control of Invasive and Noxious Plant Species* manual. Follow-up control measures will be paid under Item 201.881, as approved.

All topsoil adjacent to roadway surfaces on property under the control of the Department, or soils to a depth of 6” when no topsoil is present, have been determined to be Limited Reuse Soils (LRS). LRS which contains invasive plants shall be segregated, handled, and reused separately from other LRS soils not containing invasive plants (see the *Limited Reuse Soils* section elsewhere in the *Prosecution of Work*), and other invasive plants present in non-LRS containing soils.

Contact the project’s Environmental Coordinator (Darrel Elliott, 603-419-9822) for questions about invasive plant identification and control methods.

NORTHERN LONG-EARED AND TRICOLORED BAT PROTECTION

The US Fish and Wildlife Service has listed the Northern Long-Eared Bat (NLEB), as endangered under the Endangered Species Act (ESA) and has proposed to list the Tricolored Bat as endangered.

This project has been reviewed in accordance with the provisions of the December 13, 2024 Range-Wide Programmatic Consultation for Indiana Bat, Northern Long-Eared Bat, and Tricolored Bat coordinated between the Federal Highway Administration, Federal Railroad Administration, Federal Transit Administration and the US Fish and Wildlife Service (USFWS). The USFWS has concurred with the determination that the project may affect, but is not likely to affect (NLAA) these species. Compliance with the avoidance and minimization measures identified below are necessary and appropriate to ensure that the incidental take resulting from the project is minimized and ensure compliance with the ESA. These measures would also provide protection for the Tricolored Bat.

The Contractor shall ensure all operators, employees, and contractors working on the project site are made aware of the potential presence, protected status of the Northern Long-Eared Bat and the Tricolored Bat. The Contractor shall ensure all personnel working on the project site are aware of all environmental commitments related to the Northern Long-Eared Bat and Tricolored Bat. The Northern Long-Eared Bat flyer, located elsewhere in the Proposal, shall be made available to all personnel, and posted on project bulletin boards. The Contractor shall immediately report any sick, injured and/or dead bats (regardless of species) to the Engineer and the project's Environmental Coordinator (Darrel Elliott, 603-419-9822). Contact the project's Environmental Coordinator with any questions about project limits, restrictions, or conservation measures.

Tree Cutting and Clearing Restriction:

All clearing of trees greater than 3-inch diameter at breast height shall be completed between November 1st and April 14th. The Contractor shall ensure tree removal is limited to that specified on the Plans. Prior to tree removal the Contractor shall layout the clearing limits in the field (e.g., with bright orange flagging/fencing or another marking method, subsidiary to the work) to ensure all tree clearing work is within the tree clearing limits.

Bridge Assessments:

If bridge work is not actively being conducted before April 23, 2027, inspection of the bridge for the presence of, or evidence of use by, bats shall be completed. The Contractor shall notify the Bureau of Environment no later than fourteen (14) days prior to April 23, 2027, to provide adequate time for inspection. If bats are found to be present, or, if there is evidence of bat usage, work at the bridge shall not commence until after the Bureau of Environment has completed coordination with the US Fish and Wildlife Service to determine the appropriate follow up or mitigation actions.

Lighting:

Direct temporary lighting away from suitable habitat during the active season (April 15th to October 31st). Use downward-facing, full cut-off lens lights, and direct lighting away from suitable habitat when installing new or replacing existing permanent lights.

ROSEATE TERN

The US Fish and Wildlife Service (USFWS) has listed the Roseate Tern as endangered under the Endangered Species Act (ESA). A determination using the Information for Planning and Consultation (IPaC) system was provided to the USFWS on April 24, 2025 for the project. Based on responses to the USFWS's Northeast Determination Key, the Department determined the proposed Project will have No Effect on the Roseate Tern. No further consultation or coordination for this project is required for the species.

MONARCH BUTTERFLY PROTECTION

The US Fish and Wildlife Service (USFWS) has proposed to list the monarch butterfly as threatened under the Endangered Species Act. A final determination about listing the monarch butterfly is anticipated in December 2025. If the monarch butterfly is listed as threatened and the project includes suitable monarch butterfly habitat, consultation with USFWS would be required for any proposed impacts to monarch butterfly habitat. If the project's proposed impacts to monarch butterfly habitat would not be complete prior to the effective date of the listing, consultation with USFWS shall be completed. If any avoidance and minimization measures are selected for the project during consultation, those measures shall be incorporated into the project prior to the monarch butterfly effective listing date.

FEDERALLY ENDANGERED MARINE SPECIES

The National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service has identified the Atlantic sturgeon and Shortnose sturgeon, as listed species under the Endangered Species Act. The Contractor shall incorporate all applicable general Project Design Criteria (PDC), including any special conditions contained therein, as noted in the *Appendix A - Verification Form*, of NOAA's National Marine Fisheries Service, Greater Atlantic Regional Fisheries Office, Protected Resources Division (GARFO PRD) "FHWA GARFO NLAA Program", a copy of which is included elsewhere in the Proposal.

All in-water work below the Highest Observable Tide Line (HOTL) including, but not limited to, the installation and removal of the piles for the temporary work trestles, shall be undertaken within the work window of November 15th through March 15th.

BLUE MUSSEL BED PROTECTION

The Contractor is made aware of the presence of Blue Mussel beds located within the project limits and identified on the Plans. The Department has designed and implemented an alternative that minimizes impacts, mitigates and/or avoids this resource. No further impacts to this resource are allowed.

RECREATIONAL RESOURCES

The Contractor is made aware of the presence of the following recreational resource located within and adjacent to the project: Hilton Park. The Department has designed and implemented an alternative that minimizes impacts, mitigates and/or avoids this resource. No further impacts to this resource are allowed.

The existing pavilion structure located within Hilton Park (west) shall be removed and replaced (Item 660.47) as shown on the plans. Refer to the Plans and Special Provisions for additional information.

CULTURAL RESOURCES

The Contractor is made aware that an area within Hilton Park (west) has been identified as culturally sensitive. The Department has designed and implemented an alternative that avoids this area. The sensitive area boundaries adjacent to the anticipated staging area shall be protected with construction fencing to restrict access as shown on the Plans, or as directed by the Engineer. No impacts to this area will be allowed, other than the work required for the pavilion (see section above).

The Contractor is also made aware of the potential to uncover culturally sensitive materials beneath the area in the immediate vicinity of the proposed pavilion relocation site, as noted in the Plans.

The Department will provide a 36 CFR 61 qualified archaeologist, per RSA 289:3 III, to monitor all subsurface work within this proposed pavilion relocation site. The Contractor shall minimize the amount, phases, and duration of excavation within this area to the maximum extent practicable to avoid unnecessary impacts and limit the duration of archaeological monitoring.

At the time of the Pre-Construction meeting and no less than 6 weeks in advance of any excavation within the proposed pavilion relocation area, the Contractor shall provide the Project's Environmental Coordinator (Darrel Elliott, 603-419-9822) with an indication of the approximate start date(s) and duration of excavation within this area to ensure the necessary provisions for archaeological monitoring by the qualified archaeologist are in place prior to excavation.

The Contractor shall notify the project's Environmental Coordinator (Darrel Elliott, 603-419-9822) and confirm with the Department's qualified archaeologist at least 2 weeks prior to any excavation within the proposed pavilion relocation site area to arrange for the Department's archaeologist to be on-site. The Department's Cultural Resource Program (603-271-3226) shall also be notified.

If any archaeologically significant materials are encountered, excavation shall be immediately discontinued, and the project's Environmental Coordinator (Darrel Elliott, 603-419-9822) shall be immediately contacted to initiate further consultation with the Department's Cultural Resource Program and the NH Division of Historical Resources.

LIMITED REUSE SOILS

Limited Reuse Soils (LRS) are transportation corridor soils that commonly contain metals at concentrations above naturally occurring background conditions, and Polycyclic Aromatic Hydrocarbons (PAHs) exceeding acceptable reuse concentrations. Soils currently managed as LRS by the Department include all topsoil within the limits of the existing right-of-way (ROW), regardless of its depth. In those instances where there is no measurable topsoil, LRS is measured from the top of the ground to a depth of six (6) inches. In addition, any ground or pulverized asphaltic materials, as well as street wastes (material generated through street sweeping, catch basin clean outs, and ditching) are LRS. This project, as designed, has been deemed *de minimis*, therefore no Soils Management Plan has been provided.

Because this project has a limited amount of topsoil excavation in project areas where LRS is present, the *Contractor shall keep all topsoil excavated on site*:

- LRS shall not be "stockpiled." For the purposes of this stipulation, "stockpile" shall mean the mechanical consolidation of excavated soil from its point of origin to a new location, with or without soil collected from other excavations from the same project. The term "stockpile" shall not include the establishment of temporary windrows along excavations, nor LRS scraped off the surface of the ground at an excavation and temporarily piled adjacent to the excavation area.
- LRS shall be reused on the same day it is excavated and/or generated and shall be sufficiently protected with appropriate erosion and sedimentation control best management practices at the end of each workday.

If the Contractor's method of construction does not allow for LRS to be managed according to the above-listed *de minimis* stipulations, the Contractor will be required to work with the Departments' Contamination Program to obtain a Soils Management Plan (SMP). The Contractor will also be required to prepare a Project Operations Plan (POP). The POP must be approved by the Department's Contamination Program prior to commencing construction in areas of LRS. Coordination obtaining the SMP and preparing and submitting the POP will be subsidiary to the work. No excavation of LRS may take place until the POP has been approved by the Department.

All non-millings LRS shall be reused within the existing ROW.

LRS, which is identified to contain invasive plants, shall be segregated, handled, and re-used separately from LRS which does not contain invasive plants. Reuse of LRS impacted with invasive plants shall be in accordance with provisions in the *Invasive Plants* section elsewhere in the *Prosecution of Work* as well as the provisions for LRS above.

LANDSCAPING

Landscape plantings, or any other landscaping related work (i.e., selective pruning, fertilization, transplanting, etc.), shall be performed by a qualified Landscape Contractor, and/or a Certified Arborist, in accordance with American Association of Nurserymen (AAN) Standards and Section 650 of the NHDOT Standard Specifications. The time frames and establishment period listed in Section 650 shall be followed unless otherwise noted below. All initial plantings shall be installed prior to the Completion Date.

Landscape Schedule of Work:

All initial plantings shall be completed in either the spring or fall, followed by a spring / fall replacement of unacceptable plant material the next planting cycle. Final replacement of unacceptable plant material shall occur the following spring/fall planting cycle. Replacement of unacceptable plant material will be subsidiary to the plant items in the contract.

Deciduous / Evergreen Material	Spring - April 1 st to June 30 th
	Fall - August 1 st to October 31 st

The Contractor shall stake plant locations for review by the Engineer prior to any work in the area. The Contractor may be required to hand-dig plant pits along steep slopes, areas with utilities, and wetland areas. Heavy equipment will not be allowed in these areas unless approved by the Engineer. All project activities shall be limited to the areas shown on the Plans and defined in the field. Under no circumstances shall any activities occur outside these limits.

Subsidiary Work (Landscaping):

Watering of the landscape items shall occur twice a week for the duration of the project unless otherwise directed by the Engineer. **Watering will be subsidiary to Item 650.2 – Landscaping.**

All plant material shall have a minimum depth of 4 inches of bark mulch around each plant. Mulching will be subsidiary to Item 650.2 – Landscaping.

Winter Suspension of Work (Landscaping):

The following conditions shall apply:

- Prior to winter suspension of work, the Contractor shall make every effort to maintain the general health of plant material. This shall include the use of mouse repellent (subsidiary to Item 650.2 – Landscaping).
- The use of any anti-desiccant may be required at the direction of the Engineer (subsidiary to Item 650.2 – Landscaping).

All work (other than the exceptions noted above) shall conform to Section 650 Planting – General.

STEEL DEMOLITION AND LEAD-BEARING PAINT

The Contractor is advised that the existing paint system(s) on the bridge structural steel is lead-bearing paint and contains hazardous concentrations of lead. The Contractor shall comply with Section 502.3.1.2 requirements for: (1) OSHA 1926.62 worker protection; (2) environmental protection; and (3) Compliance Plan submittal for all construction and demolition-related activities.

Existing structural steel that is dismantled, recycled, and reclaimed for reuse does not constitute a hazardous waste.

Lead-bearing paint chips and debris shall not be permitted to enter the environment during any construction activity, including demolition, dismantling, cutting, rivet busting, handling, and shipment. The Contractor shall comply with this requirement and describe Means and Methods in the Compliance Plan.

The Contractor shall take effective measures for shipment, such as: (1) removing loose paint; (2) tightly wrapping and sealing members so paint does not separate from the steel; or (3) cutting members into smaller pieces and loading them into a covered roll-off container; etc.

Lead-bearing paint chips and debris which separate from the steel during construction activities shall be contained, collected, stored properly in sealed and locked containers, manifested, and transported to an approved Treatment, Storage and Disposal facility using a licensed hazardous waste transporter in accordance with NHDES regulations.

The Contractor is responsible for appropriately managing the demolition work and any associated hazardous waste during dismantling, handling, and shipment. All costs for this work shall be included in Item 502 – Removal of Existing Bridge Structure. **Contact the project's Environmental Coordinator (Darrel Elliott, 603-419-9822), one week before beginning lead-bearing paint removal efforts to coordinate the management of hazardous waste manifest(s).**

REMOVAL OF EXISTING BRIDGE

Prior to commencement of any removal operations the Contractor shall submit a demolition plan including all proposed working drawings, calculations, procedures, and protective structures, to the Engineer for documentation in accordance with 105.02. All working drawings and calculations shall be prepared, stamped, and signed by a Licensed Professional Engineer licensed in the State of New Hampshire.

The existing bridge shall be removed to the limits shown on the Plans. Bridge removal operations shall be performed in a manner consistent with the *Traffic Control Plan*, or as otherwise approved by the Engineer. Special care and precautions, including protective structures as required or ordered, shall be taken to ensure that no debris, including slurry from concrete saw-cutting operations, etc., is allowed to fall in the waterway below during bridge removal operations. All costs for work necessary to remove the existing bridge, including protective structures required or ordered, shall be included in Item 502 – Removal of Existing Bridge Structure.

The existing bridge is currently out of service and closed to all uses due to its deteriorated condition. The bridge has been closed to vehicles since 1984, and pedestrians and bicyclists since 2018. An in-depth inspection of the bridge was performed in 2014, with a follow-up inspection in 2016. A limited follow-up inspection was performed in 2018. To assist the Contractor in preparing a bid, the combined *2014 and 2016 In-Depth Inspection and Condition Report, 2016 Load Rating Report*, and the *2018 Bridge Inspection and Condition Report* are available on-line on the Department's *Invitation to Bid* webpage (www.dot.nh.gov/doing-business-nhdot/contractors/invitation-bid) in the specific project's Proposal Package during the bidding period.

For all construction loading of equipment and materials that the Contractor proposes to place on the existing bridge, perform an analysis to ensure the structure has sufficient capacity. This analysis shall consider the deteriorated condition of the existing bridge and be submitted as part of the Contractor's demolition plan.

Refer to *Steel Demolition and Lead-Bearing Paint* section elsewhere in the *Prosecution of Work* for additional information.

SB LITTLE BAY BRIDGE & PEDESTRIAN ACCESS BRIDGE LOADING

For all construction loading of equipment and materials that the Contractor proposes to place on existing bridges, perform an analysis to ensure the structure has sufficient capacity. The Contractor shall submit all plans and calculations to the Engineer for documentation in accordance with 105.02. All working drawings and calculations shall be prepared, stamped, and signed by a Licensed Professional Engineer licensed in the State of New Hampshire.

Refer to the Special Provision for Item 502 – Removal of Existing Bridge Structure for information on construction loading of the existing Southbound Little Bay Bridge (Br. No. 201/024).

For the Pedestrian Access Bridge (Br. No. 196/024), the loadings from the Contractor's operations shall not exceed the Operating Capacity of the structure stipulated in *AASHTO - The Manual for Bridge Evaluation, 3rd Edition, 2018*, as amended.

Special care and precautions shall be taken, including protection of bridge deck surfaces, to ensure that the existing bridges are not damaged from construction operations. All costs for protective structures, required or ordered, will be subsidiary to the Item 502 – Removal of Existing Bridge Structure.

CONSTRUCTION STAGING AND STORAGE AREAS

The Contractor may establish staging and storage areas within the State-owned right-of-way at the approach to the bridge from Shattuck Way in Newington and a designated area within Hilton

Park (west) in Dover as shown on the Plans or otherwise approved by the Engineer. Staging and storage areas shall be protected with construction fencing to restrict access as shown on the Plans. Upon completion of work remove all construction materials and properly restore and stabilize the areas. All costs associated with staging and storage areas shall be included in Item 500.02 – Access for Bridge Construction.

A portion of the State-owned parcel located at 432 Dover Point Road in Dover may be available for locating field offices and for limited storage of materials. Coordinate with the Contract Administrator to determine the limits of use of this property.

ACCESS TO THE SITE

Access for bridge construction shall be from existing roadways and within the State-owned right-of-way as shown on the Plans or otherwise approved by the Engineer.

Plans for this project have been prepared based upon access to the bridge site and waterway from temporary access roads originating from Shattuck Way to the existing approach path in Newton, and Dover Point Road to the Hilton Park (west) driveway in Dover. Access within Little Bay includes stone fill causeways, open structures (work trestles or platforms), and barges. Refer to the Plans for locations of anticipated temporary access.

Upon completion of work, remove all temporary access and properly restore and stabilize the areas. All costs associated with access for bridge construction shall be included in Item 500.02 – Access for Bridge Construction. Refer to the Plans and Special Provisions for additional information.

RIGHT-OF-WAY AND PROTECTION OF PROPERTY

The Contractor will only be permitted to perform work within the State-owned right-of-way. There shall be no alteration or disturbance of roadway embankments or drainage structures, except that which is shown on the Plans, without prior review with the Bureau of Environment.

The Hilton Park (west) driveway shall only be used for access to the fenced and gated staging and storage area and shall remain open and accessible to the public at all times.

EXISTING BRIDGE PLANS

To assist the Contractor in preparing a bid, the existing bridge plans (General Sullivan Bridge, Br. No. 200/023; Southbound Little Bay Bridge, Br. No. 201/024, and Pedestrian Access Bridge, Br. No. 196/024) are available on-line on the Department's *Invitation to Bid* webpage (www.dot.nh.gov/doing-business-nhdot/contractors/invitation-bid) in the specific project's Proposal Package during the bidding period. A complete set of available existing bridge plans will be forwarded to the successful bidder upon request.

CONSTRUCTION REQUIREMENTS

General:

1. All in-water work below the Highest Observable Tide Line (HOTL) including, but not limited to, the installation and removal of the piles for the temporary work trestles, shall be undertaken within the work window of November 15th through March 15th.

2. Night work shall be performed without additional compensation for work, materials, personnel, equipment, or procedures required to accomplish the work.
3. The Contractor shall provide on-the-job training (OJT) aimed at developing full journeymen in the type of trade or job classification involved. This project will require the training of three (3) OJT (Item 693 – On-the-Job Training of Unskilled Workers). Refer to the *Training Special Provisions*, found elsewhere in the Proposal, for more information.
4. If standard portable concrete barrier is used, it shall conform to Item 606.417 - Portable Concrete Barrier for Traffic Control, and to the current NHDOT Standard Plan GR-23 or GR-24/GR-25, as applicable. Refer to the *Notice to Contractors* included elsewhere in the Proposal for important information.
5. If portable concrete barrier for bridges is used, it shall conform to Item 606.41741 – Portable Concrete Barrier for Traffic Control – Bridge. Refer to the special provision for this item, found elsewhere in the Proposal

Pavement Work:

1. The Contractor shall not stockpile any pavement millings. Millings shall become the property of the Contractor. Refer to *Limited Reuse Soils* section elsewhere in the *Prosecution of Work* for additional information.

Signing:

1. The NH historic marker sign located at the Newington approach adjacent to Shattuck Way will be removed and reinstalled by the Bureau of Traffic. Contact the Bureau of Traffic (Shari King, 603-271-8122) at least two weeks prior to work impacting the sign to arrange for its removal.
2. If the Contractor damages the existing signs that are not intended to be replaced during construction, the Contractor shall be responsible to replace them, at the Contractor's expense, according to NHDOT standards (available upon request).

ITS Infrastructure:

1. New ITS equipment shall be supplied to the Department under Item 1008.942 – Alterations and Additions as Needed – RWIS Equipment (Supply to Department). For any questions regarding compatibility with existing infrastructure, contact the Department's ITS Program Specialist (Ethan Conrad, 603-715-0684).

Bridge:

1. There are several existing bridge-mounted navigational signs and lights on the General Sullivan Bridge and Little Bay Bridges that shall always remain visible to waterway traffic and shall not be obscured or removed, unless approved by the Engineer. Signs or lights damaged by the Contractor's operations shall be repaired, as directed by the Engineer, at the Contractor's expense and in accordance with NHDOT standards (available upon request).

SALVAGE OF MATERIALS

No materials have been identified for salvage to the Department. Materials deemed not salvageable shall become the property of the Contractor who is responsible for proper disposal.

Materials to be salvaged to entities other than the Department include bridge truss members, and bridge rail and posts. For more information about the salvaging of these materials see the above *Environmental Commitments* section.

Care shall be taken during the removal operations so as not to damage any salvaged materials. Material damaged during removal due to the Contractor's negligence shall be replaced at the Contractor's expense. Removal, handling, and, if necessary, transportation of all materials will be paid for under specific items of the contract.

ELECTRONIC SCHEDULING

The Contractor shall submit an electronic Critical Path Method Schedule (CPM) (Item 697.41) for documentation in accordance with 105.02. Refer to the Special Provision for Item 697.41 and Section 108.03.A - Progress Schedule for detailed information.

WORK HOURS

During the period when a waterway closure is necessary, work will be allowed 24 hours a day, including Saturdays and Sundays.

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

In addition to the Limitation of Work requirements described in 108.04, do not perform any work affecting Turnpike traffic during the Thunder over New Hampshire Airshow at Portsmouth International Airport at Pease, and during special events scheduled by the town of Newington or the city of Dover, unless otherwise approved. Contact the town of Newington (603-436-7640) and the city of Dover (603-516-6023) for special events.

WINTER CONSTRUCTION AND MAINTENANCE

1. Stabilize and/or vegetate all disturbed slopes, prior to winter months.
2. The Bureau of Turnpikes will be responsible for winter maintenance activities (snow removal, application of salt and sand) on pavement open to traffic.
3. The Contractor shall be responsible for snow removal within the work areas. The Contractor shall not store snow in areas unless approved in advance by the Bureau of Turnpikes.
4. The Contractor shall cooperate and coordinate with the Bureau of Turnpikes during snow removal operations in locations where the Contractor has installed temporary traffic control devices (moving barrels, barricades, etc.) to ensure that the roadway can be properly cleared.
5. A meeting between the Contractor, the Bureau of Turnpikes, the Public Works representatives from the town of Newington, and the city of Dover, and the Contract Administrator shall be held in early October every year prior to anticipated winter maintenance activities to clarify specific responsibilities and expectations.

All costs for work required or ordered that is not part of the permanent contract items will be subsidiary to Item 619.1 – Maintenance of Traffic.

COMPLETION DATE

The completion date is Friday, June 25, 2027.

TRAFFIC CONTROL PLAN

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

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

* Available on-line under *Doing Business with DOT>Contractors* at www.dot.nh.gov or through the NHDOT Contracts Office (603-271-3732).

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

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

MAINTENANCE OF TRAFFIC**General:**

1. Portable Changeable Message Sign (Item 619.253) shall be used for advance notice of construction activities. *The intent is to reserve the use of these signs for meaningful messages that will help motorists get through the work zone safely and not simply repeat information found on other Construction Signs.*
2. Maintain access to businesses and residences at all times.
3. Maintain permanent signing at all times. The Contractor shall ensure that the signage for all modes of transportation is visible at all times.
4. Workers' private vehicles shall not be parked in Hilton Park (east and west), unless approved by the Contract Administrator.
5. Use of Spaulding Turnpike median crossovers is prohibited.

Spaulding Turnpike (NH 16) Southbound:

1. Existing travel lanes shall be maintained at all times, except as otherwise permitted herein.
2. The Southbound Little Bay Bridge may be utilized for construction access to facilitate bridge removal operations. The Contractor may use the westerly lane and shoulder of the Southbound Little Bay Bridge by installing portable concrete barrier and implementing a temporary long-term change in traffic pattern in accordance with the Plans. Traffic shall be returned to the pre-construction (existing) traffic pattern upon completion of the work. All costs for installing, maintaining, and removing this change in traffic pattern, including smart work zone (SWZ) requirements, and restoring Spaulding Turnpike Southbound to the pre-construction traffic pattern shall be included in Item 500.02 – Access for Bridge Construction. For SWZ requirements see *Spaulding Turnpike (NH 16) Southbound SWZ Requirements* section below.
3. Provide notice of the upcoming change in traffic pattern to the Bureau of Turnpikes to allow sufficient time for performing the necessary alterations to the electronic toll facility equipment in Dover. At least 45 days in advance of the change in traffic pattern, the Contractor shall notify the Bureau of Turnpike’s Assistant Administrator (Matthew Blixt, 603-419-0935). Refer to the Special Provision for Item 1008.445 – Alterations and Additions as Needed – Modify Toll Plaza System Equipment for additional information.
4. Temporary short-term single lane and/or shoulder closures will only be permitted Monday through Friday between the hours of 9:00 a.m. to 3:00 p.m. and 9:00 p.m. to 5:00 a.m., unless otherwise approved of the Contract Administrator.
5. Temporary short-term single lane closures in addition to the temporary long-term change in traffic pattern in accordance with the Plans (resulting in a double lane closure) will only be permitted Monday through Friday during the following times unless otherwise approved by the Contract Administrator:

Time of Year	Hours of Day
October 1 st – May 22 nd	9:00 a.m. - 3:00 p.m. 9:00 p.m. - 5:00 a.m.
May 23 rd – June 30 th	9:00 a.m. - 1:00 p.m. 9:00 p.m. - 5:00 a.m.
July 1 st – September 30 th (Nighttime only)	9:00 p.m. - 5:00 a.m.

6. Lane and shoulder closures shall be discontinued whenever the Contract Administrator determines that backups may contribute to unsafe conditions or result in excessive delays for the traveling public.
7. Use Item 619.63 – Truck-Mounted Impact Attenuators, Test Level 3, during short-term lane and shoulder closures, in accordance with NHDOT Standard Plans TC-1 and TC-6.
8. Pavement markings installed before April 1, 2026, shall use Retroreflective Polyurea Pavement Markings for the 6-inch and 12-inch lines, conforming to Item 632.7106 and Item 632.7112, respectively. Otherwise, pavement markings installed shall be Retroreflective Paint Pavement Markings, conforming to Item 632.0106 and Item 632.0112, respectively. All pavement markings necessary for traffic control shall be subsidiary to Item 500.02 – Access for Bridge Construction.

Spaulding Turnpike (NH 16) Southbound SWZ Requirements:

Smart Work Zone (SWZ) devices will be utilized within the project area along the Spaulding Turnpike and US Route 4, to assist in mitigating construction activity effects on traffic flow. The Contractor shall coordinate with concurrent Project Contractors and Engineers regarding issues relating to the SWZ components, including placement and construction related relocations. **All work related to SWZ devices and appurtenances, including but not limited to, coordination, platforms, deployment, maintenance, relocation, and removal, will be subsidiary to Item 500.02 – Access for Bridge Construction.**

1. Several types of SWZ messaging shall be utilized as part of the deployment for this project:
 - a. Real Travel Time Messaging (RTTM) – to provide travel estimates for motorists intending to travel through the project work zone in coordination with the Portable Queue Trailers (PQTs) and available 3rd party traffic volume data.
 - b. Congestion Messaging – used during times of heavy volumes of slow or stopped traffic in the work area, notifying approaching traffic of possible delays, and encourage drivers to seek alternative routes around the work zones in coordination with the Portable Queue Trailers (PQTs).
 - c. Back-of-Queue Notifications – notifying approaching traffic of slow or stopped traffic ahead to minimize rear end collisions in heavy congestion in coordination with the Portable Queue Trailers (PQTs).
 - d. Incident Management – used as needed by NHDOT’s Transportation Management Center (TMC).
 - e. Construction Messaging – used at the request of the Bureau of Construction, with coordination and approval from the Bureau of Transportation Systems, Management and Operations (TSMO) to provide advanced notice of near future work that could impact commuter routes.
 - f. Additional Messaging as needed for SWZ systems deployed on concurrent projects in the area.
2. The Engineer will coordinate with the Transportation Management Center (TMC) (603-271-6862) if any of the SWZ devices within the project limits and the surrounding area are needed for incident management or notifications of future work.
 - a. Existing/Permanent ITS equipment may be utilized for upcoming construction notifications with the understanding that incident management and traffic notifications have priority messaging, which will override construction messages, and should only be used as supplemental public notifications of upcoming work.
3. The Engineer will perform a periodic evaluation of the effectiveness of the SWZ. If certain devices are considered unnecessary or ineffective, the Engineer will review the results of the evaluation with TSMO (Ethan Conrad, 603-715-0684) and the Bureau of Turnpikes (Sam Newsom, 603-485-3806) and may eliminate such devices upon concurrence.
4. Refer to the SWZ device layout maps and the individual device plan sheets, located elsewhere in the Proposal, for additional information regarding device type, device locations, and if a platform is needed. Locations shown on the Plans are approximate and may be adjusted to fit field conditions, upon approval of the Engineer.

5. The approved field locations of the equipment must meet the clear zone requirements specified herein and Roadside Design Guide guidelines.
6. The SWZ system shall provide device outage alerts via email to the TMC for outages greater than 30 minutes. The alerts will be used to generate a monthly outage report for the Bureau of Construction and TSMO
7. All SWZ equipment shall be compatible and fully integrated with the NHDOT's Advanced Transportation Management System (ATMS).
8. All Contractor furnished SWZ equipment shall be in place and operational before the start of major construction, unless otherwise specified herein or as directed by the Engineer.
9. If any of the SWZ devices need to be relocated, the Contractor shall fill out and submit an "ITS Device Relocation" form for approval to the TMC SWZ Manager (Charlie Blackman, Charles.E.Blackman@dot.nh.gov) and the TMC ITS Specialist (Ethan Conrad, Ethan.J.Conrad@dot.nh.gov). This form can be found on the Department's website (www.nhtmc.com/forms/index.html) and as Attachment A of the Section 500.02 – Access for Bridge Construction special provision.
10. Refer to Attachment A of the Section 500.02 – Access for Bridge Construction special provision for additional details related to the SWZ system.

Dover Point Road and Shattuck Way:

1. Maintain traffic on the existing travel lanes at all times, except as otherwise permitted herein.
2. Secure approval prior to any implementation of any temporary lane closures. Short term one-lane, alternating two-way traffic controlled with flaggers will be permitted with approval of the Contract Administrator. Maintain two-way traffic during non-work hours.

Waterway Traffic:

1. Maintain the full and clear waterway opening of the federal navigational channel unless otherwise permitted herein or approved by the US Coast Guard (USCG).
2. The navigational channel shall be temporarily closed during operations involving overhead demolition within the navigational channel. One closure period of a maximum of seven (7) consecutive days for demolition of the bridge superstructure will be permitted to accomplish the work. The channel closure period shall be scheduled to avoid impacting the waterway during times of highest usage. Increased waterway traffic can be expected during April through June, and August through November with boats entering/leaving the waterway at Great Bay Marine in Newington located immediately upriver from the bridge. The Contractor shall coordinate with the Contract Administrator and Great Bay Marine (Tom Brown, 603-380-9243) at least thirty (30) days prior to the proposed channel closure.
3. Notify the City of Dover Fire Department (603-516-6148); Town of Newington Fire Department (603-436-9441); NH Marine Patrol (603-293-2037); and USCG Sector Northern New England, Waterways Management Division (207-741-5421), at least two weeks prior to the commencement of any on-site work to review potential impacts to navigational emergency operations resulting from construction operations in the waterway.
4. All costs for assistance as needed with maintenance of waterway traffic from the USCG or NH Marine patrol during construction operations will be subsidiary to the work.

5. Provide all protective measures as required or ordered to ensure that the navigational channel is adequately protected from falling construction debris (subsidiary to the appropriate items).
6. Provide all equipment and temporary structures in the waterway (work trestles, work platforms, cofferdams, barges, boats, etc.) with appropriate lighting to alert waterway traffic of these obstructions (subsidiary to the appropriate items).
7. Work barges and floating equipment in the waterway shall comply with all provisions of the *Navigation Rules International-Inland* as stipulated in the USCG Bridge Administration *GENERAL CONSTRUCTION REQUIREMENTS**, found elsewhere in the Proposal.
8. If permanent bridge navigational lighting cannot be maintained operational during any phase of this project, temporary lighting shall be installed as stipulated in the USCG Bridge Administration *GENERAL CONSTRUCTION REQUIREMENTS** at the same locations, or at locations as directed by the Engineer, subsidiary to Item 500.02 – Access for Bridge Construction.
9. Refer to *US Coast Guard Requirements* section in the *Prosecution of Work* for USCG notification and approval requirements.

* A sample copy of the USCG Bridge Administration *GENERAL CONSTRUCTION REQUIREMENTS* is provided elsewhere in the Proposal. Formal requirements will be issued after approval of the Contractor's USCG Bridge Submittal.

NOTIFICATION REQUIREMENTS FOR TRAFFIC CONTROL

The Transportation Management Center (TMC) shall be notified within 10 minutes of installing the first advanced warning sign for a lane closure, shoulder closure, or lane blocking event (lane blocking events include mobile operations). The TMC shall also be notified within 10 minutes of removal of the last advanced warning sign. The Engineer may approve any refinements to the traffic control plan as appropriate. An additional notification with specific information on the pending change shall be provided to the Engineer at least 48 hours in advance of the proposed traffic control change. This work will be subsidiary to Item 619.1 – Maintenance of Traffic. No changes in traffic control will be allowed without completing all advanced notification requirements. The Contractor shall communicate all lane altering events to the Contract Administrator (or designee) who will then communicate these events to the TMC (603-271-6862).

In addition, the Contractor shall notify and provide information regarding traffic control operations to the area emergency services noted below (subsidiary to Item 619.1 – Maintenance of Traffic). Particularly this includes instances such as operations that may block traffic flow temporarily through the work zone:

Emergency Service Contacts:

- State Police Headquarters: Lt. Matthew Lapierre, Matthew.P.Lapierre@dos.nh.gov (603-892-4994)
- Rockingham County: Captain Kevin Walsh, kwalsh@rockso.org (603-772-4716)
- Strafford County: dispatch@straffordso.org (603-742-4968)
- USCG Sector Northern New England, Waterways Management Division (207-741-5421)

- NH Marine Patrol (603-293-2037)
- Dover Fire Chief: Michael McShane (603-516-6148)
- Dover Police Chief: William Breault (603-742-4646)
- Newington Fire Chief: E. J. Hoyt (603-436-9441)
- Newington Police Chief: Mike Bilodeau (603-431-5461)

ADDITIONAL TRAFFIC CONTROL NOTIFICATION

Annual Over-Size/Over-Weight (OSOW) permits are issued for loads from 8'-6" to 10'-6" wide and 13'-6" in height. These permit holders are not required to notify the NHDOT OSOW permit office prior to traveling. Any dimensional restrictions imposed that will impede these permitted dimensions shall be called into the TMC. The Contractor shall communicate restrictions to the Contract Administrator (or designee) who will then communicate these restrictions to the TMC Operations Supervisor (603-271-6TMC).

PROHIBITION OF UNNECESSARY TRAFFIC OBSTRUCTION

The clear zone measured from the edge of the traveled way open to traffic shall be as follows:

- 15 feet in areas of posted speed limits 40 mph or less,
- 20 feet in areas of posted speed limits from 45 to 55 mph, and
- 30 feet in areas of posted speed limit of 60 mph or greater.

Work must be performed in such a way that does not adversely affect traffic from both sides of the roadway at any location at the same time.

VARIATION FROM THE TRAFFIC CONTROL PLAN

If the Contractor feels improvements can be made to the Traffic Control Plan for this project, the Contractor shall submit a written proposal to the Department with any necessary plans for consideration and approval.



New Hampshire Department of Transportation
Bureau of Construction
Contractor Access of State Facility

This form is for the use of Contractors executing NHDOT Project Development Construction Contracts. Fill in the shaded boxes before submitting the form to the Contract Administrator who shall then arrange for a meeting with the appropriate Operations Headquarters Office. Once completed and signed by both the Contractor and the Department's Division of Operations representative, it shall serve as the written agreement to the terms and conditions required for use and entry onto the property of a State Maintenance Facility.

Three shaded rectangular boxes for project information.

Project Name: State Project Number NHDOT Contract Administrator

Shaded rectangular box for facility location.

NHDOT Maintenance Facility Location

Reason for Use of Department Property (Check all Applicable Boxes):

- Material Staging/Storage, Equipment Staging/Storage, Delivery of Salvaged Material, Field Office Staging, Other* (with shaded box)

Type of Material (If Applicable):

- Two shaded rectangular boxes with arrowheads for material type.

Special Terms and Conditions:

- Four horizontal lines with arrowheads for special terms and conditions.

Name of Contractor

Contractor Representative Name

Operations Representative Name

Contractor Emergency Contact Number

Operations Contact Number

Contractor Signature/Date

Operations Representative Signature/Date

By signing this document, both parties mutually agree to all terms and conditions as discussed or listed on this form. The Contractor further agrees to preserve and protect the State property under the terms and conditions set forth in the Contract Documents, including but not limited to Section 107 of the NHDOT Standard Specifications.

MUNICIPAL WORK ZONE AGREEMENT

FOR

NEWINGTON - DOVER

STATE PROJECT: 11238S

FEDERAL PROJECT: A005(301)

THIS AGREEMENT, executed in *duplicate*, made and entered into this 1st day of April 2025, between the New Hampshire Department of Transportation, hereinafter called the "DEPARTMENT" and the City of *DOVER*, hereinafter called the "CITY."

WITNESSETH that,

WHEREAS, the DEPARTMENT will remove the existing superstructure of the General Sullivan Bridge to provide additional safety for those that transit Little Bay under the bridge between Newington and Dover;

WHEREAS, The State Legislature has delegated the Commissioner of the DEPARTMENT with full authority to control traffic in highway/bridge construction work zones on Class I, II, and III highways; RSA 228:21, 236:1, and 228:37;

WHEREAS, The Department intends to use a combination of flaggers and/or uniformed officers, as appropriate, to control traffic and ensure public and worker safety; and

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:


- A. The DEPARTMENT shall construct project Newington Dover 11238S General Sullivan Bridge superstructure removal between the Town of Newington and the City of Dover over Little Bay with needed access on Dover Point Road in the CITY of DOVER.
- B. The DEPARTMENT will be responsible for the management and operation of the highway throughout the duration of the construction of the project. This includes the authority to determine the most appropriate way to control traffic within the construction work zone limits of the project.
- C. The Department, as of April 1, 2013, will only compensate for the use of police officers that have successfully completed an NHDOT approved course on the Safe and Effective Use of Law Enforcement in Work Zones

IN WITNESS WHEREOF, the parties here have affixed their signatures, the City of DOVER, New Hampshire, on this 31st day of March, 2025; The Department of Transportation on this 1st day of April, 2025.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: 
Director of Project Development

CITY OF DOVER

DocuSigned by:
By: 
HC934218885E429
(AUTHORIZED MUNICIPAL OFFICIAL)

cc: Police Chief

**MUNICIPAL WORK ZONE AGREEMENT
FOR
NEWINGTON-DOVER**

**STATE PROJECT: 11238S
FEDERAL PROJECT: A005(301)**

THIS AGREEMENT, executed in *duplicate*, made and entered into this 1st day of MAY 2025, between the New Hampshire Department of Transportation, hereinafter called the "DEPARTMENT" and the Town of *NEWINGTON*, hereinafter called the "TOWN."

WITNESSETH that,

WHEREAS, the DEPARTMENT will remove the existing superstructure of the General Sullivan Bridge to provide additional safety for those that transit Little Bay under the bridge between Newington and Dover;

WHEREAS, The State Legislature has delegated the Commissioner of the DEPARTMENT with full authority to control traffic in highway/bridge construction work zones on Class I, II, and III highways; RSA 228:21, 236:1, and 228:37;

WHEREAS, The Department intends to use a combination of flaggers and/or uniformed officers, as appropriate, to control traffic and ensure public and worker safety; and

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

- A. The DEPARTMENT shall construct project Newington Dover 11238S General Sullivan Bridge superstructure removal between the Town of Newington and the City of Dover over Little Bay with needed access on Shattuck Way in the TOWN of NEWINGTON.
- B. The DEPARTMENT will be responsible for the management and operation of the highway throughout the duration of the construction of the project. This includes the authority to determine the most appropriate way to control traffic within the construction work zone limits of the project.
- C. The Department, as of April 1, 2013, will only compensate for the use of police officers that have successfully completed an NHDOT approved course on the Safe and Effective Use of Law Enforcement in Work Zones

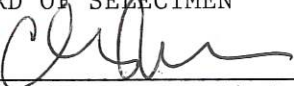
IN WITNESS WHEREOF, the parties here have affixed their signatures, the Town of NEWINGTON, New Hampshire, on this 1st day of May, 2025; The Department of Transportation on this 12th day of May, 2025.

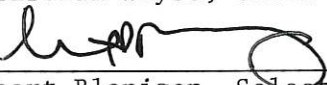
**NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION**

By: 
Director of Project Development

TOWN OF NEWINGTON

BOARD OF SELECTMEN


Christian Wayss, Chair


Robert Blonigen, Selectman

cc: Police Chief

Brandon Arsenault, Selectman

11283S SWZ Plan



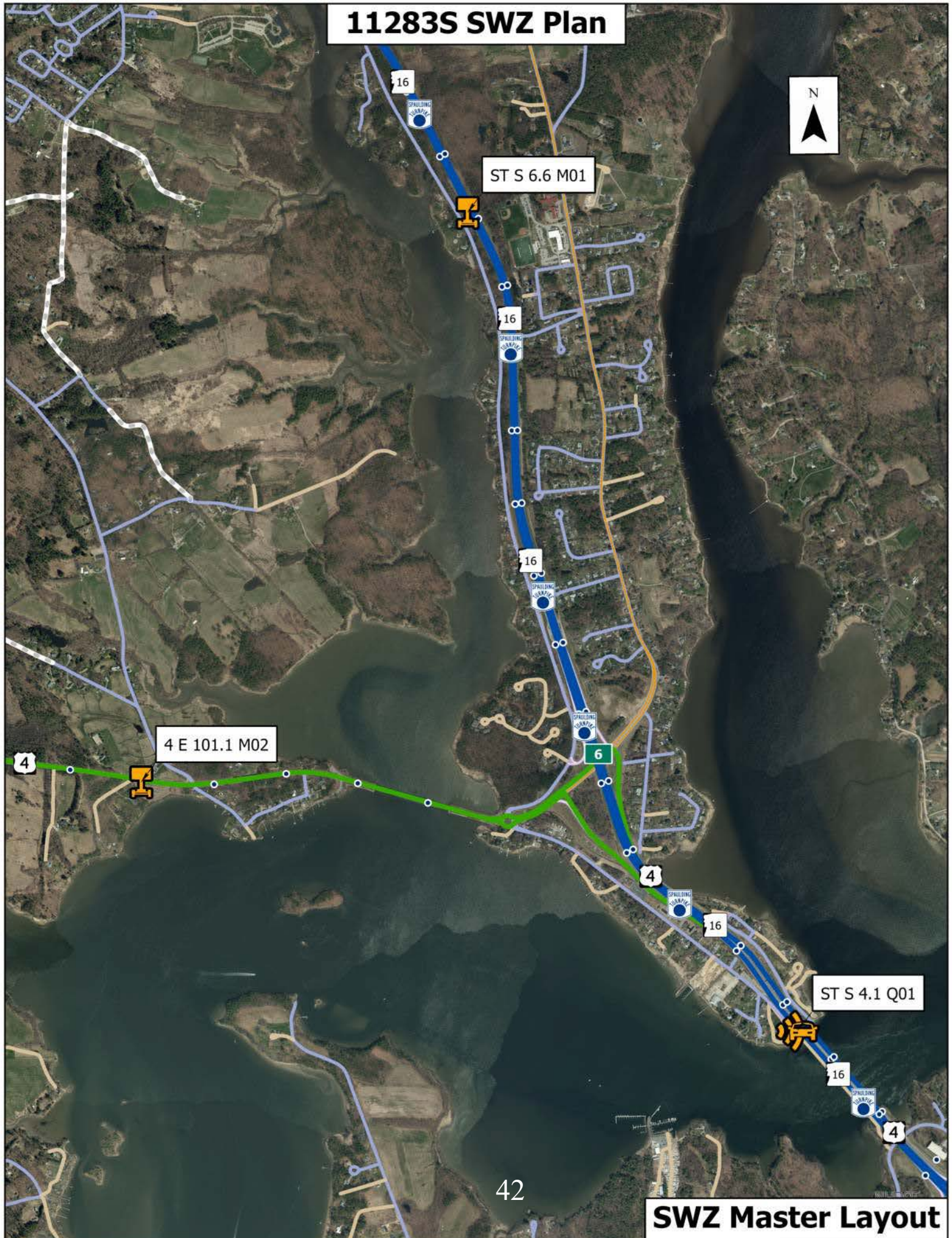
ST S 6.6 M01

4 E 101.1 M02

ST S 4.1 Q01

42

SWZ Master Layout



11283S SWZ Plan



16



16

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16

ST S 6.6 M01



16



16

16



6.6

16



16

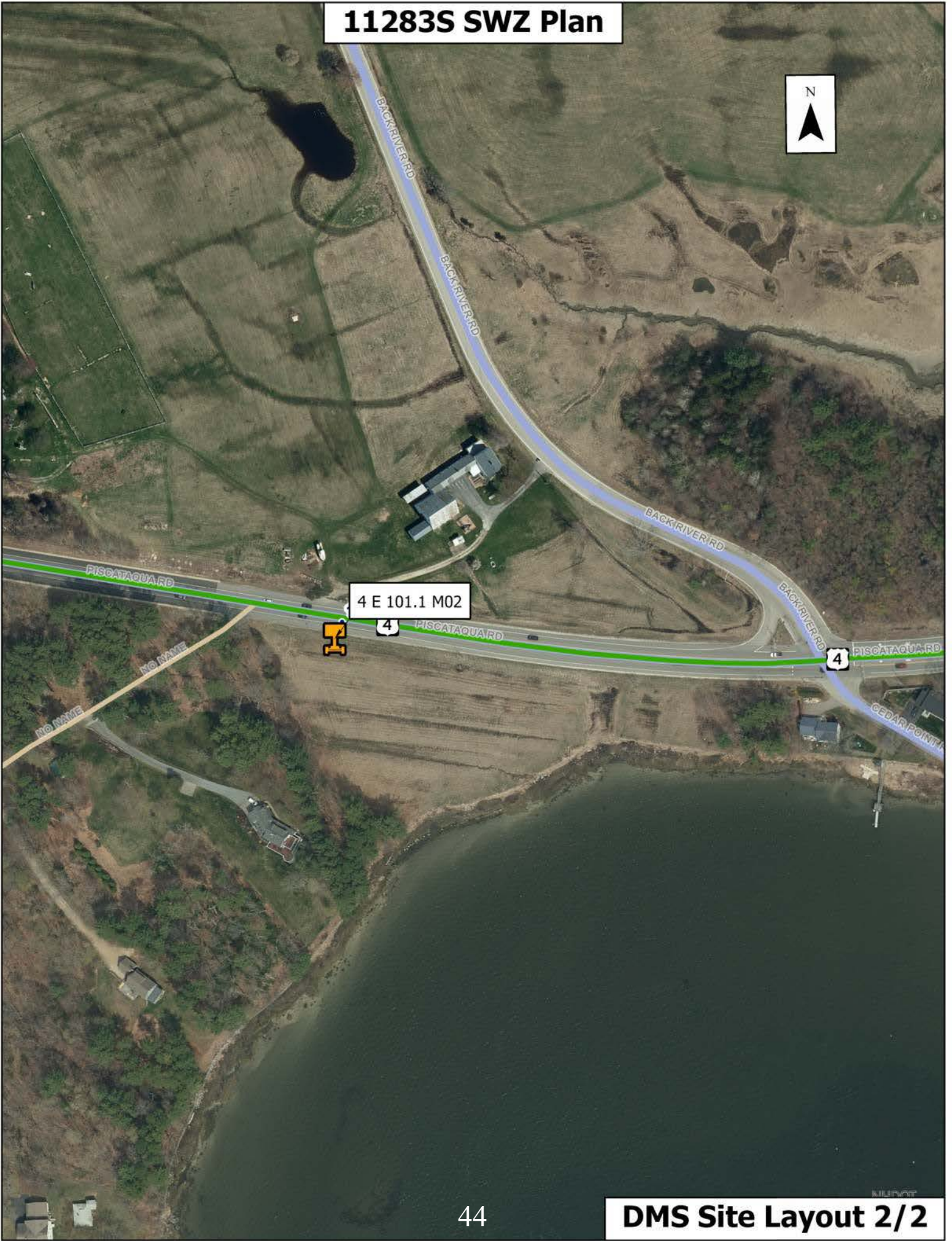
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11283S SWZ Plan

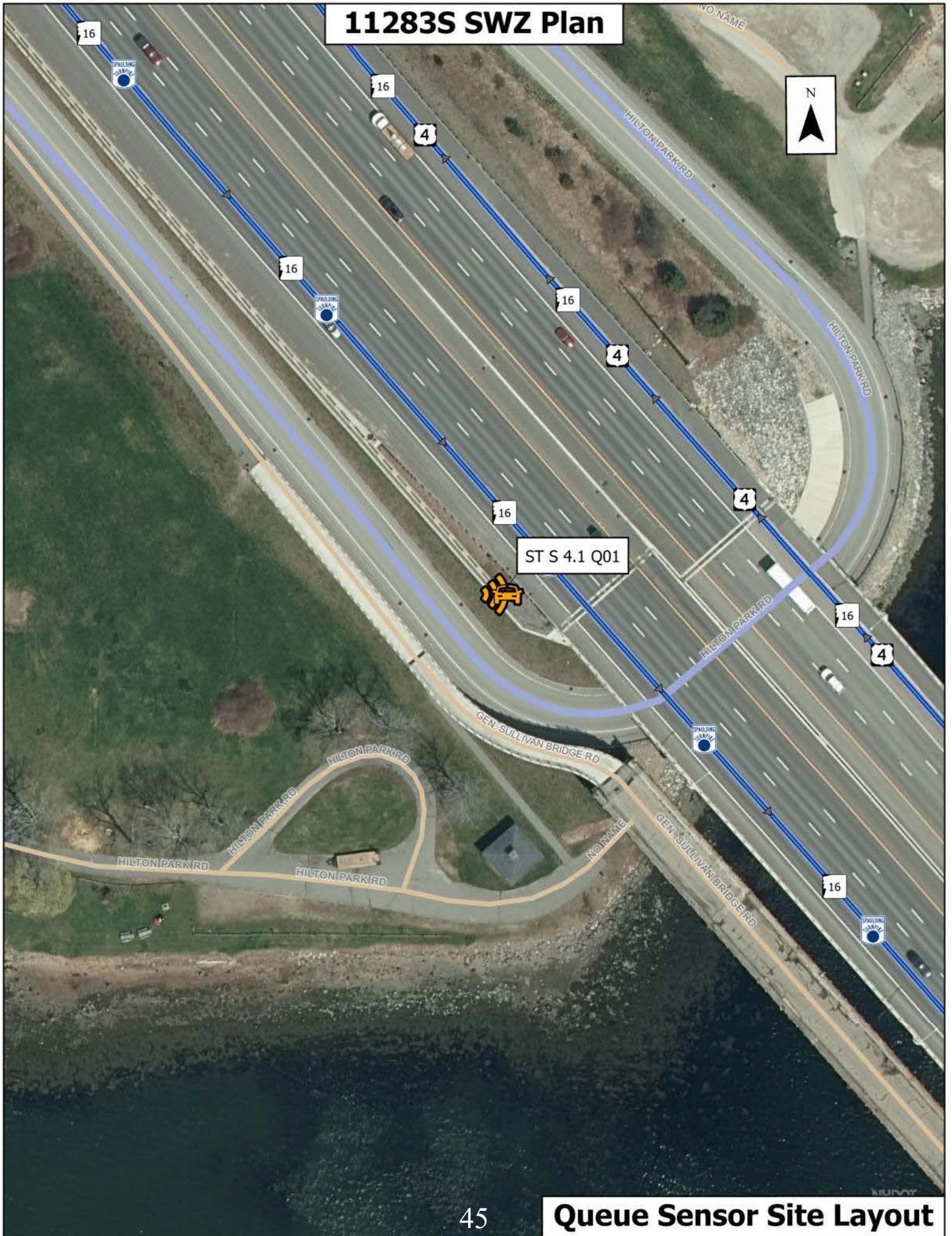


4 E 101.1 M02

4

4

11283S SWZ Plan



U.S. Coast Guard Bridge Administration

GENERAL CONSTRUCTION REQUIREMENTS

1. All bridge closures, or bridge operating schedule changes, must be requested in writing, 30 days in advance, from the First Coast Guard District Bridge Branch Office. No channel restrictions, or vertical clearance reductions may be made without written approval from the above office.
2. Waterway closures/restrictions, barge placement or safety zones must also be requested a **minimum** of 90-days in advance. Please contact USCG Sector Northern New England, 259 High Street, South Portland, ME 04106-2028. Ph: (207) 741-5421.
3. All submissions to the Coast Guard for review and approval must first be approved by the owner of the bridge or their authorized agent. All submission of plans, scope of work, and schedules of operation must be sent to the First Coast Guard District, Bridge Branch Office.
4. At least 30 days prior to commencement of any work, we must have for our review, a copy of the construction plans, contractor schedule, preferably depicted in a time line graphic format, and the contractor's daily hours of operation. The construction plan package must include the following: (1) a plan of the entire waterway area in the vicinity of the project; (2) the location of work barges during working and off-hours; (3) a drawing, if applicable, depicting scaffolding or containment used and the location of any reduction of vertical or horizontal clearance. All vertical clearance reductions below low steel or concrete under the bridge as a result of scaffolding must be detailed on the drawings shown in total feet; and (4) emergency 24 hour telephone numbers for responsible individuals for this project.
5. Scaffolding used under any span of the bridge must be lighted with constant burning red lights every 50 feet and on all corners. The placement of scaffolding must not interfere with the ability of a moveable bridge to open for vessel traffic. Moveable bridges must continue to operate according to their normal schedule unless special drawbridge operation regulation changes have been requested. Warning signs must be posted on both sides of the bridge, visible for a 1-mile range, to warn mariners of the vertical clearance reduction. The signs shall face upstream and downstream so as to draw the mariner's attention to the fact that the clearance has been reduced.
6. All barges placed in the waterway must be lighted with constant burning white lights on all four corners of the barge. The contractor is required to comply with all provisions of the Navigation Rules International-Inland, regarding the use of work barges or floating equipment in the waterway. www.navcen.uscg.gov .
7. Placement of construction barges in the navigable channel shall be done so as to provide a minimum horizontal clearance reduction. Only one navigation channel of a swing bridge may be blocked by work equipment at anytime. Barges must be moved out of the navigable channel after working hours unless approved in writing by the USCG.
8. Barges held in place by anchor lines must be marked by anchor buoys, which should be lighted.

ENCLOSURE (1)

9. The vertical and horizontal clearances through the navigable channel of the completed structure (as-built clearances) shall be certified in writing to this office by a responsible official of the permittee, a licensed surveyor or a registered professional engineer upon completion of bridge work. As built clearances consist of: vertical clearance in the navigational channel measured from mean high and mean low water to the lowest point of the superstructure; horizontal clearance through the navigational channel between piers or fenders measured normal to the axis of the channel. Documentation shall state the horizontal and vertical datum (e.g., NAVD88) used for all measurements. Please contact this office if there are questions regarding the required clearance data for specific bridge types, i.e. fixed or movable.
10. The on-scene contractor must have a VHF-FM marine radio set to the bridge communication channels 16/13 or the designated channel for the bridge. Additional marine radios monitoring the above channels must also be maintained at the main control of any floating equipment or barges on station.
11. Preventive measures must be taken to prevent any hot work, debris, or construction material from entering the waterway. This includes sandblasting material, paint, and any concrete work by-products. Welding and burning must cease upon approach of a vessel and shall not start again until the vessel has passed the bridge.
12. If permanent bridge navigational lighting cannot be maintained operational during any phase of this project, temporary battery/power lights must be installed at the same locations. These temporary lights must be visible for a distance of 2,000 yards on 90% of the nights of the year. Generally, a lamp of (50 candela) will meet these requirements. Plans for temporary lighting shall be submitted to this office for written approval. Deviations from the approved temporary lighting shall be permitted only upon written authorization from this office.
13. All newly constructed bridge piers, or those in the process of demolition, must be lighted with either red or white flashing (60 flashes per minute) lights. All cofferdams used during construction must also be lighted with red or white flashing (60 flashes per minute) on all four corners.
14. Bridge protective fenders shall not be constructed or rebuilt with any metal surfaces on the rubbing face of the fender system. All bolts, spikes, or other metal fastening devices must be countersunk. Metal splicing plates, if used, shall be mounted on back of outer wales.
15. All piles including those previously damaged or broken that are not being used in the new or repaired fender shall be extracted rather than cut off at the mud line. Upon completion of all fender repairs a bottom sweep is required to determine if any piles or debris are present in the waterway. A wire-drag sweep or side-scan sonar is the preferred method.
16. It is the owners' responsibility to ensure that channel depths are not affected by this work. Any material, machinery or equipment lost, dumped, thrown into, or otherwise entering the waterway must be removed immediately. If immediate removal is impractical and the object entering the waterway could possibly obstruct or hazard navigation, the object must be marked immediately to protect navigation and the Coast Guard shall be notified as soon as possible. Such notification shall give the location and type of obstruction and the navigational markings installed.

17. Spillage of oil and hazardous substances is specifically prohibited by Section 311 of the Clean Water Act, as amended. Measures including properly maintaining construction equipment, designating fuel/hazardous substances handling areas to allow spills to be contained before reaching the waterway, instructing personnel not to dispose of oil/hazardous substances into drains or into the waterway directly, and other necessary procedures should be implemented to prevent spillage. If oil/hazardous substances are spilled into the waterway in spite of such planning, the U.S. Coast Guard is to be notified immediately at 800-424-8802. An adequate supply of absorbent material should be readily accessible to soak up any possible spillage pending Coast Guard arrival. The use of chemical dispersing agents and emulsifiers is not authorized without prior, specific, federal approval.
18. The bridge owner/contractor shall provide any and all necessary equipment and personnel to determine the presence of obstructions in the waterway at any time during or following bridge construction or demolition operations.
19. The owner or registered professional engineer shall certify that the waterway depths have not been impaired and that the waterway is clear of materials or debris resulting from bridge construction or demolition.
20. This approval may be revoked and/or civil penalties imposed for failure to ensure that the above listed stipulations are adhered to or if work is determined to hazard or impair navigation.
21. This bridge work authorization does not relieve the project proponent of the responsibility to comply with applicable state, local or other federal requirements for this project.

May 15, 2025

Summary of Environmental Issues

The following is provided to assist in identifying the environmentally sensitive aspects of this project. This notification is neither intended to be all-inclusive nor to replace the need to thoroughly read and abide by all contract documents including but not limited to all applicable state specifications and permits. For clarification on any of the following or to obtain contact information for follow up coordination as necessary and as directed below, contact the project's Environmental Coordinator (Darrel Elliott 603-419-9822).

Actions to be Completed Prior to Earth Disturbing Activities (Including Clearing)

- **Project Bulletin Board:** Environmental documents shall be posted on the project's Bulletin Board. Documents shall include, but are not limited to, signed copies of permits issued by regulatory agencies, NOI tracking numbers, location of the project's SWPPP and contact information.
- **Construction General Permit:** This Project is eligible for coverage under the Environmental Protection Agency's (EPA), National Pollutant Discharge Elimination Systems (NPDES) Construction General Permit (CGP). A Notice of Intent (NOI) shall be filed with the EPA.
- **Erosion and Sediment Control:** A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the Department for approval at least 15 Working Days prior to the expected start date. The Contractor is directed to review and incorporate all applicable provisions outlined by the Department in the Wetland Plans "Erosion Control Strategies and Stabilization Matrix" sheet. This sheet outlines the Department's commitments and strategies to minimize the impacts of construction to the environment.
- **Alteration of Terrain:** Although a NHDES Alteration of Terrain (AoT) permit is not needed for this NHDOT project, temporary Best Management Practices (BMPs) and erosion and sedimentation controls shall be utilized to meet the intent and design criteria of the AoT rules.
- **Wetlands Permits:** The Contractor shall abide by all applicable conditions set forth in the NH Department of Environmental Services' Dredge and Fill Permit and the US Army Corps of Engineers' NH General Permit #8. Should the Contractor's method of construction require additional disturbance within their jurisdictional areas, the Contractor shall coordinate with the Bureau of Construction and the Bureau of Environment and shall secure all additional necessary permits prior to the start of work.
- **Invasive Species:** An Invasive Species Control and Management Plan shall be submitted to the Department for approval at least 15 Working Days prior to the expected start date. To prevent the spread of these plants both within and outside the project area, appropriate containment measures and disposal methods must be in place.
- **Endangered Species:** The U.S. Fish and Wildlife Service (USFWS) has listed the Northern Long-eared bat (NLEB) as endangered and has proposed to list the Tricolored Bat (TCB) as endangered, under the Endangered Species Act (ESA). The Northern Long-Eared Bat Flyer, included elsewhere in the contract, shall be shared with all operators, employees, and contractors working on the project. Operators, employees, and contractors shall be made aware of all applicable environmental commitments for this species.

The National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS) has listed the Atlantic sturgeon and the Shortnose sturgeon, as endangered under the Endangered Species Act. Operators, employees, and contractors shall be made aware of all applicable environmental commitments for these species.

- **Oyster Farm:** Due to an oyster aquaculture farm located in the vicinity of the project area, the NH Department of Environmental Service's Shellfish Program shall be notified and coordinated with prior to commencing work within tidal waters.

Actions to be Completed During Construction

- **Northern Long-eared Bat and Tricolored Bat:** The USFWS has concurred with the determination that the project may affect, but is not likely to affect (NLAA) these species. Compliance with the avoidance and minimization measures identified below are necessary and appropriate to ensure that the incidental take resulting from the project is minimized and ensure compliance with the ESA. These measures would also provide protection for the Tricolored Bat.

All clearing of trees greater than 3-inch diameter at breast height shall be completed between November 1st and April 14th. The Contractor shall ensure tree removal is limited to that specified in the project plans. Temporary lighting shall be directed away from suitable habitat during the active season of April 15th to October 31st. All sightings of dead or sick bats shall be immediately reported to the NHDOT Bureau of Environment.

If bridge work is not actively being conducted before April 23, 2027, inspection of the bridge for the presence of, or evidence of use by, bats shall be completed. The Contractor shall notify the Bureau of Environment no later than fourteen (14) days prior to April 23, 2027, to provide adequate time for inspection.

- **Endangered Marine Species:** All in-water work below the Highest Observable Tide Line (HOTL), including, but not limited to, the installation and removal of the piles for the temporary work trestles, shall be undertaken within the work window of November 15th through March 15th. The Contractor shall incorporate all applicable general Project Design Criteria (PDC), including any special conditions contained therein, as noted in NOAA's *Appendix A - Verification Form*, included elsewhere in the contract.
- **Limited Reuse Soils (LRS):** Limited Reuse Soils (LRS) are transportation corridor soils that commonly contain metals at concentrations above naturally occurring background conditions, and Polycyclic Aromatic Hydrocarbons (PAHs) exceeding acceptable reuse concentrations. The Contractor shall be responsible for managing all excavated or collected soils that meet the definition of LRS. For work conducted in project areas where LRS is present, the *de minimis* LRS material shall be managed by the contractor with the following stipulations:
 - LRS shall not be stockpiled and shall be reused on the same day it is excavated and/or generated, and shall be sufficiently protected with appropriate erosion and sedimentation control best management practices at the end of each work day. All non-millings LRS shall be reused within the existing ROW. LRS soils can be re-used within the NHDOT Right-of-Way along the west slope of the southbound Spaulding Turnpike.
- **Lead-Bearing Paint:** Lead-bearing paint chips and debris shall not be permitted to enter the environment during any construction activity, including demolition, dismantling, cutting, rivet busting, handling, and shipment. Contact the project's Environmental Coordinator (Darrel Elliott, 603-419-9822), one week before beginning lead-bearing paint removal efforts to coordinate the management of hazardous waste manifest(s).
- **Cultural Resources:** The Contractor is made aware that an area within Hilton Park (west) has been identified as culturally sensitive. The Department has designed and implemented an alternative that avoids this area. The sensitive area boundaries adjacent to the anticipated staging area shall be protected with construction fencing to restrict access as shown on the Plans, or as directed by the Engineer. No impacts to this area are allowed, other than as specifically as shown on the Plans..
- **Recreational Resources:** The Department has designed and implemented an alternative that minimizes impacts, mitigates and/or avoids impacts to Hilton Park. No further impacts to this resource are allowed.
- **Contamination:** Contamination is not anticipated to be of concern. If any visual or olfactory indications of the presence of contamination in soils or groundwaters are encountered, or if the scope of work changes, the Bureau of Environment's Contamination Program (603-271-3226) shall be notified immediately, and construction shall be discontinued until the situation is assessed.



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
696 VIRGINIA ROAD
CONCORD MA 01742-2751

November 13, 2023

Regulatory Division
File Number: NAE-2022-01934

NH Dept. of Transportation
Attn: Andrew O'Sullivan
7 Hazen Drive
P.O. Box 483
Concord, NH 03302
Sent by email: Andrew.Osullivan@dot.nh.gov

Dear Mr. O'Sullivan:

The U.S. Army Corps of Engineers (USACE) has reviewed your application to permanently impact 1,009 square feet of non-tidal palustrine scrub-shrub wetlands and to temporarily impact 17,607 square feet of tidal waters for the removal and replacement of the General Sullivan Bridge superstructure to create a new pedestrian and non-motorized access bridge over Little Bay. This project is located at the General Sullivan Bridge in Little Bay between Dover and Newington, New Hampshire. The work is shown on the enclosed plans titled "State of New Hampshire Department of Transportation, Town of Newington and City of Dover, on 10 sheets, and dated March 6, 2023."

Based on the information that you provided to the New Hampshire Wetlands Bureau, we verify that this work is authorized under General Permit # 8 of the enclosed September 29, 2022 federal permits known as the New Hampshire General Permits (GPs). The GPs are also available at: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits>.

Please review the enclosed GPs carefully, in particular the general conditions beginning on page 36, and ensure that you and all personnel performing work authorized by the GPs are fully aware of and comply with its terms and conditions. A copy of the GPs and this verification letter shall be available at the work site as required by General Condition 17. You must perform this work in compliance with the following special condition(s):

1. The permittee shall comply with the enclosed Memorandum of Agreement titled "Memorandum of Agreement Among New Hampshire Department of Transportation, Federal Highway Administration and the New Hampshire State Preservation Officer. Regarding the project known as the General Sullivan Bridge, Spaulding Turnpike Improvements Project [NH DOT Project Newington-Dover 112385, FHWA Project NHS-027-1(37)] which plans to replace the historic General Sullivan Bridge (GSB), which spans the navigational channel of Little Bay in the Town of Newington, New Hampshire and the City of Dover, New Hampshire, dated 11/10/2021." This is to avoid, minimize and/or mitigate for the adverse effect in the Adverse Effect Memo, dated 1/2/2020, that the authorized work will cause at this historic property.
2. Your authorization under this Corps permit is conditional upon your implementation and compliance with all of the Project Design Criteria (PDC's), including any justifications and/or special conditions contained in the enclosed Verification Form to NOAA's NMFW

Protected Resources Division (GARFO PRD), dated May 30, 2023, for all ESA-listed species.

3. You must complete and return the enclosed Work Start Notification Form to this office at least two weeks before the anticipated start date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work.

This authorization expires on September 29, 2027. You must commence or have under contract to commence the work authorized herein by September 29, 2027, and complete the work by September 29, 2028. If not, you must contact this office to determine the need for further authorization and we recommend you contact us *before* the work authorized herein expires. Please contact us immediately if you change the plans or construction methods for work within our jurisdiction as we must approve any changes before you undertake them. Performing work within our jurisdiction that is not specifically authorized by this determination or failing to comply with the special condition(s) provided above or all the terms and conditions of the GPs may subject you to the enforcement provisions of our regulations.

This authorization does not obviate the need to obtain other federal, state or local authorizations required by law, including those listed in the GPs. Applicants are responsible for applying for and obtaining any other approvals.

We continually strive to improve our customer service. To better serve you, we would appreciate your completing our Customer Service Survey located at <https://regulatory.ops.usace.army.mil/customer-service-survey>.

Please contact Michael Hicks of my staff at (978) 318-8157 or michael.c.hicks@usace.army.mil if you have any questions.

Sincerely,

Frank J Del Giudice
Digitally signed by
Frank J Del Giudice
Date: 2023.11.13
11:08:55 -05'00'
Frank J. Del Giudice
Chief, NH & VT Section
Regulatory Division

Enclosures

cc:

Jamison S. Sikora, NH Division Environmental Program Manager, FHWA
Jamie.sikora@dot.gov

Jean Brochi, U.S. EPA, Region 1, Boston, MA; brochi.jean@epa.gov

Kaitlyn Shaw, NMFS, Gloucester, MA; kaitlyn.shaw@noaa.gov

Roosevelt Mesa, NMFS, Gloucester, MA; Roosevelt.mesa@noaa.gov

David Simmons, USFWS, New England Field Office, Concord, NH; david_simmons@fws.gov

Bureau of Ocean Energy Management, Mapping and Boundary Branch;
mapping.boundary.branch@boem.gov

Steve Pothier, Waterways Management Section, First Coast Guard District (dpw), Boston, MA;
steven.r.pothier@uscg.mil

Gary T. Croot, Bridge Management Specialist, USCG Gary.T.Croot@uscg.mil

Department of Defense Siting Clearinghouse, Attn: Steve Sample, 3400 Defense Pentagon,
Washington, DC, 20301; or osd.dod-siting-clearinghouse@mail.mil

Department of Commerce, NOAA; National Ocean Service, Nautical Data Branch; N/CS26,
Station 7331; 1315 East-West Highway; Silver Spring, MD 20910; or ocs.ndb@noaa.gov

Darlene Forst, NH DES; darlene.forst@des.nh.gov

Mary Ann Tilton, NHDES; maryann.tilton@des.nh.gov

Rumi Shrestha, NHDES; Rumi.Shrestha@des.nh.gov

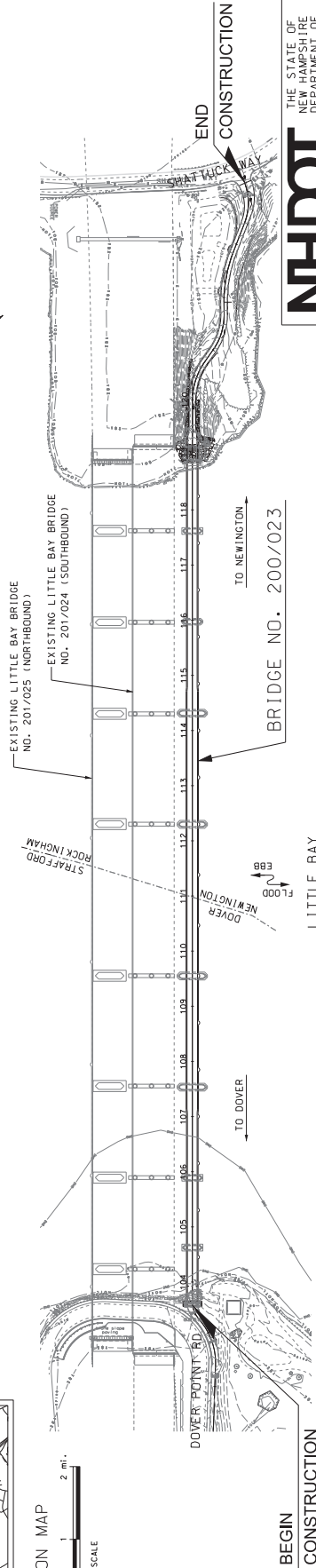
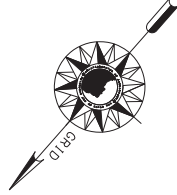
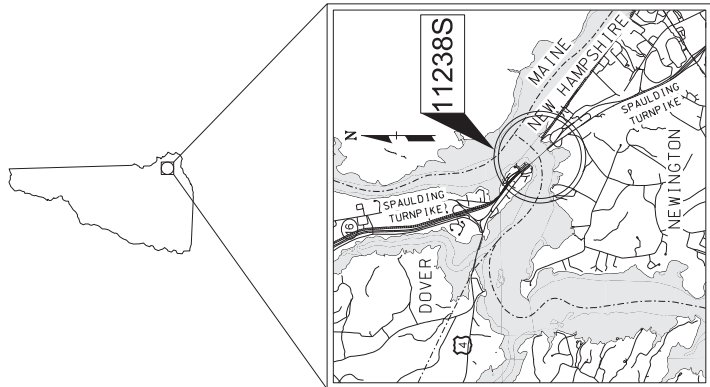
Brandy Holmes, NHDES; Brandy.L.Holmes@des.nh.gov

Jennifer E. Reczek, P.E., NHDOT; Jennifer.E.Reczek@dot.nh.gov

Marc Laurin, NHDOT; marc.g.laurin@dot.nh.gov

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
WETLAND IMPACT PLANS
NH PROJECT NO. 11238S
BRIDGE NO. 200/023
GENERAL SULLIVAN BRIDGE OVER LITTLE BAY
MULTI-USE PATH

SHEET NO.	DESCRIPTION
1	COVER SHEET
2-3	STANDARD SYMBOLS (2 SHEETS)
4	EROSION CONTROL LEGEND AND STRATEGY
5-6	EXISTING CONDITIONS PLAN (2 SHEETS)
7-8	WETLAND IMPACT PLAN (2 SHEETS)
9-10	EROSION CONTROL PLAN (2 SHEETS)



REVISED
PRELIMINARY PLANS
SUBJECT TO CHANGE
DATE: 2/2/2023

PRELIMINARY PLANS
2/2/2023
ISSUED FOR PERMITTING



TOWN OF NEWINGTON & CITY OF DOVER
COUNTIES OF ROCKINGHAM & STRAFFORD
SCALE: 1" = 100'



NHDOT
THE STATE OF
NEW HAMPSHIRE
DEPARTMENT OF
TRANSPORTATION

RECOMMENDED FOR APPROVAL: _____ DATE _____
DIRECTOR OF PROJECT DEVELOPMENT

APPROVED: _____ DATE _____
ASSISTANT COMMISSIONER AND CHIEF ENGINEER
DRAWING NAME: 11238S-COOP-P&P-011
FEDERAL PROJECT NO.: 11238S
STATE PROJECT NO.: 11238S
SHEET NO.: 1
TOTAL SHEETS: 10

GENERAL

EDGE OF PAVEMENT TRAVELED WAY	PROPOSED ROADWAY	EXISTING ROADWAY	ORIGINAL GROUND (TYPICALS)	ROCK OUTCROP
DRIVEWAYS	(pavement removed outside strip lines)	(label surface type)	ROCK LINE (TYPICALS & SECTIONS ONLY)	GUARDRAIL (label type)
BUILDINGS	(building to be removed)	(label house or type of building)	GUARDRAIL (label type)	JERSEY BARRIER
FOUNDATION	(label type)	leach field	STONE WALL	CURB (LABEL TYPE)
LEACH FIELD	STREAM	OVERPASS	RETAINING WALL (LABEL TYPE)	FENCE (LABEL TYPE)
BRIDGE CROSSINGS	river/stream	pond	SIGNS	GAS PUMP
STEPS AND WALK	(label type)	(deciduous) (coniferous) (stump)	FUEL TANK (ABOVE GROUND)	FUEL TANK (ABOVE GROUND)
INTERMITTENT WATER COURSE	river/stream	(show station, circumference in feet & type)	STORAGE TANK FILLER CAP	SEPTIC TANK
SHORE LINE	pond	(label name of water body)	GRAVE	GRAVE
POTENTIAL WET AREA SYMBOL	hedge	(label type)	MALIBOX	VENT PIPE
BRUSH OR WOODS LINE	MONITORING WELL	WELL	SATELLITE DISH ANTENNA	PHONE
TREES (PLANS)	WELL	FLAG POLE	GROUND LIGHT/LAMP POST	BORING LOCATION
TREE OR STUMP (CROSS-SECTIONS)	WELL		TEST PIT	INTERSTATE NUMBERED HIGHWAY
HEDGE				UNITED STATES NUMBERED HIGHWAY
				STATE NUMBERED HIGHWAY

SHORELAND - WETLAND

WETLAND DESIGNATION AND TYPE	DELINEATED WETLAND	ORDINARY HIGH WATER	TOP OF BANK	TOP OF BANK & ORDINARY HIGH WATER	NORMAL HIGH WATER	WIDTH AT BANK FULL	PRIME WETLAND	PRIME WETLAND 100' BUFFER	NON-JURISDICTIONAL DRAINAGE AREA	COWARDIN DISTINCTION LINE	TIDAL BUFFER ZONE	DEVELOPED TIDAL BUFFER ZONE	HIGHEST OBSERVABLE TIDE LINE	MEAN HIGH WATER	MEAN LOW WATER	VERNAL POOL	SPECIAL AQUATIC SITE	REFERENCE LINE	WATER FRONT BUFFER	NATURAL WOODLAND BUFFER	PROTECTED SHORELAND	INVASIVE SPECIES LABEL	INVASIVE SPECIES
	—OW—	—OHW—	—TOB—	—TOBHW—	—NHW—	—WBF—	—PMT—	—PMT100—	—NJA—	—COL—	—TBZ—	—OTBZ—	—HOTL—	—MHW—	—MLW—	—VP—	—SAS—	—REF—	—WBSO—	—NBF10—	—PS250—	—I.S.—	—INV—

FLOODPLAIN / FLOODWAY

500 YEAR FLOODPLAIN BOUNDARY	100 YEAR FLOODPLAIN BOUNDARY	FLOODWAY
—F500—	—F100—	—FW—

ENGINEERING

CONSTRUCTION BASELINE	PC, PT, POT (ON CONST BASELINE)	PI (IN CONSTRUCTION BASELINES) TWO LINES	INTERSECTION OR EQUATION OF TWO LINES	ORIGINAL GROUND LINE (PROFILES AND CROSS-SECTIONS)	PROFILE GRADE LINE (PROFILES AND CROSS-SECTIONS)	CLEARING LINE	SLOPE LINE	SLOPE LINE (FILL)	SLOPE LINE (CUT)	PROFILES AND CROSS SECTIONS:	ORIGINAL GROUND ELEVATION (LEFT)	FINISHED GRADE ELEVATION (RIGHT)
—CB—	—PC—	—PI—	—INT—	—OG—	—PG—	—CL—	—SL—	—SLF—	—SLC—	—PRO—	—OGEL—	—FGEL—

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION - BUREAU OF HIGHWAY DESIGN

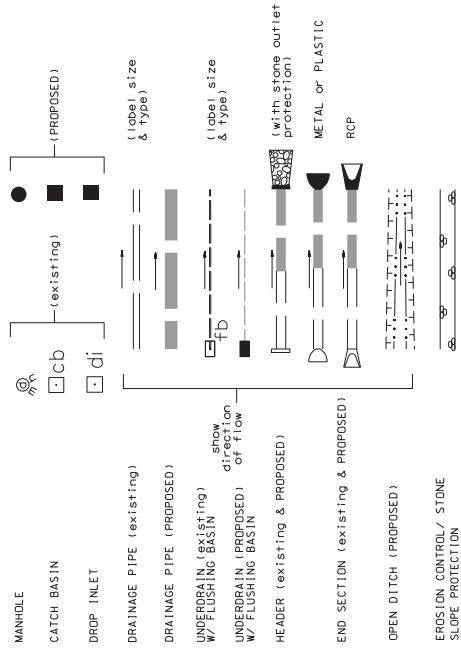
STANDARD SYMBOLS

STATE PROJECT NO. 112.385
 SHEET NO. 2
 TOTAL SHEETS 10

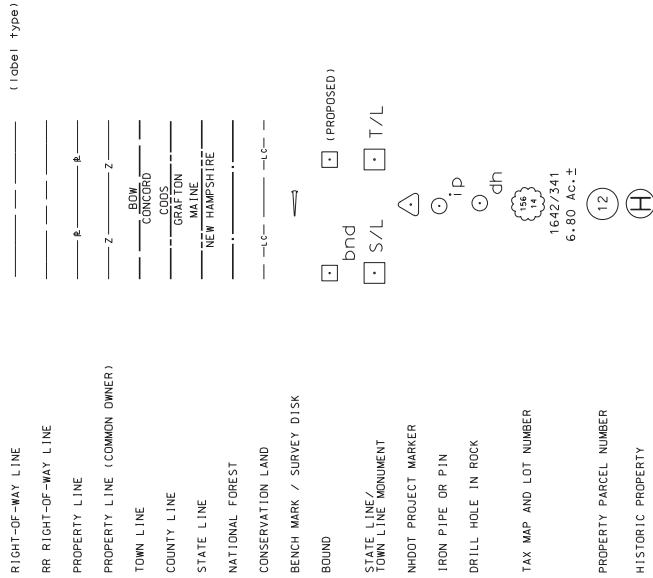
REVISION DATE 11-21-2014
 112.385-WP13YMB1

PLEASE PLANS
 SUBJECT TO CHANGE
 DATE 3/6/2023

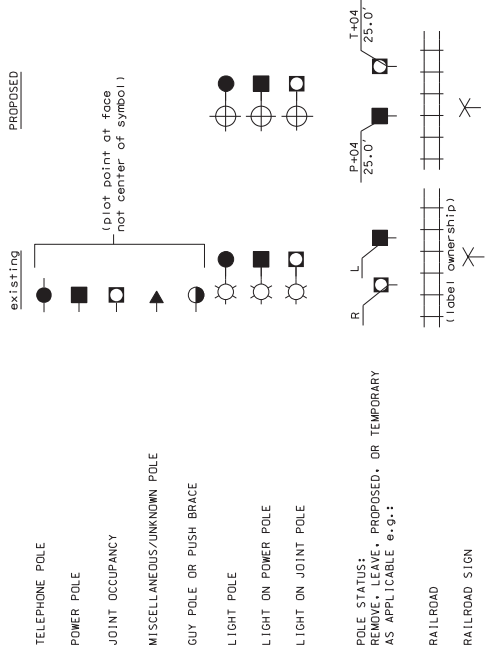
DRAINAGE



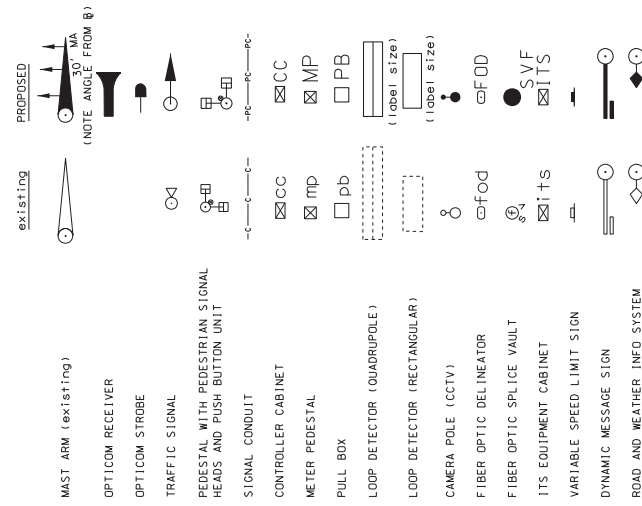
BOUNDARIES / RIGHT-OF-WAY



UTILITIES



TRAFFIC SIGNALS / ITS



CONSTRUCTION NOTES



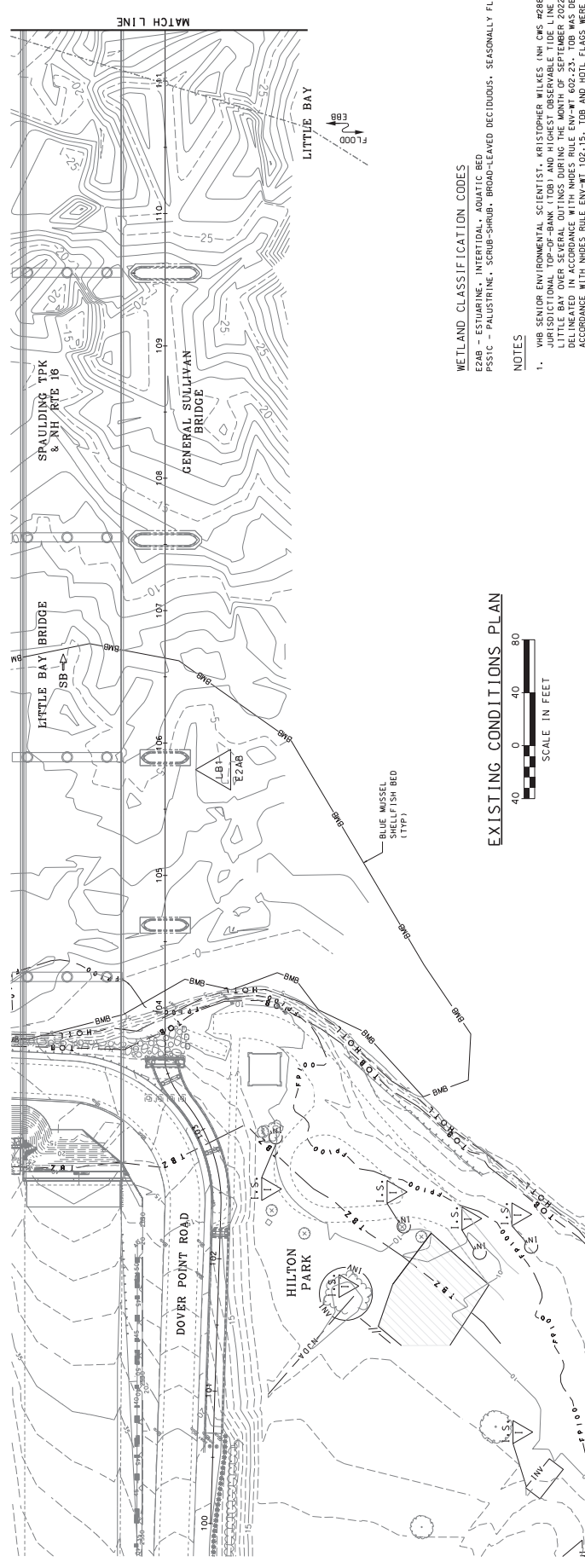
STANDARD SYMBOLS



REVISION DATE	NO.	STATE PROJECT NO.	SHEET NO.	TOTAL SHEETS
9-1-2016	112385-WP1SYMB2	112385	3	10

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION - BUREAU OF HIGHWAY DESIGN

SHEET 2 OF 2



EXISTING CONDITIONS PLAN

METLAND CLASSIFICATION CODES

EBAB - ESTUARINE, INTERTIDAL, AQUATIC BED
PSSTC - PALUDSTRINE, SCUMP-SHRUB, BROAD-LEAVED DECIDUOUS, SEASONALLY FLOODED

NOTES

1. VHB SENIOR ENVIRONMENTAL SCIENTIST, KRISTOPHER WILKES (MI CWS #288), DELINEATED THE JURISDICTIONAL TOP-OF-BANK (TOB) AND HIGHEST OBSERVABLE TIDE LINE (HOTL) ALONG LITTLE BAY OVER SEVERAL OUTINGS DURING THE MONTH OF SEPTEMBER 2022. HOTL WAS DELINEATED IN ACCORDANCE WITH NEW ENGLAND WETLANDS REGULATORY GUIDANCE (NEW ENGLAND, VERSION 4.0, PUBLISHED BY THE NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION).
2. THE SINGLE JURISDICTIONAL WETLAND LOCATED TO THE SOUTH OF THE GENERAL SULLIVAN BRIDGE (GENERAL SULLIVAN WETLAND) WAS IDENTIFIED AND DELINEATED BY KRISTOPHER WILKES (MI CWS #288) IN SEPTEMBER 2022. REVIEWED AND CONFIRMED BY KRISTOPHER WILKES OF VHB (MI CWS #288) IN SEPTEMBER 2022.
3. WETLAND REVIEW/VERIFICATION WAS PERFORMED IN ACCORDANCE WITH THE PROCEDURES AND METHODS OUTLINED IN THE REGIONAL SUPPLEMENT TO THE U.S. ARMY CORPS OF ENGINEERS' WETLAND DETERMINATION MANUAL, NORTHCENTRAL AND NORTHEAST REGION, VERSION 2.0 (JANUARY 2012).
4. WETLAND REVIEW/VERIFICATION ALSO RELIED UPON THE FIELD INDICATORS FOR IDENTIFYING WETLANDS AND SURFACE WATERS CLASSIFIED USING THE USFWS METHODOLOGY FOR WETLANDS AND SURFACE WATERS CLASSIFIED USING THE USFWS METHODOLOGY (COMARIN ET AL., 1979, REVISED 1985).
5. DOMINANT WETLAND VEGETATION WAS ASSESSED USING THE NORTHCENTRAL AND NORTHEAST REGIONAL WETLAND PLANT LIST PUBLISHED BY THE U.S. ARMY CORPS OF ENGINEERS.
6. WETLANDS AND SURFACE WATERS WERE CLASSIFIED USING THE USFWS METHODOLOGY (COMARIN ET AL., 1979, REVISED 1985).
7. INVASIVE PLANT SPECIES (TYPE 1 & 1.1) WERE MAPPED BY KRISTOPHER WILKES OF VHB IN SEPTEMBER 2022.



REVISED
PRELIMINARY PLANS
SUBJECT TO CHANGE
DATE 3/6/2023

PLOT DATE 3/6/2023
DRAWING NAME 11288_ssmwrtdm1.dwg
SHEET SCALE AS NOTED

TOWN NEWINGTON-SOUTH
BRIDGE SHEET
11288_SSMWRD
STATE/PROJECT 11288S

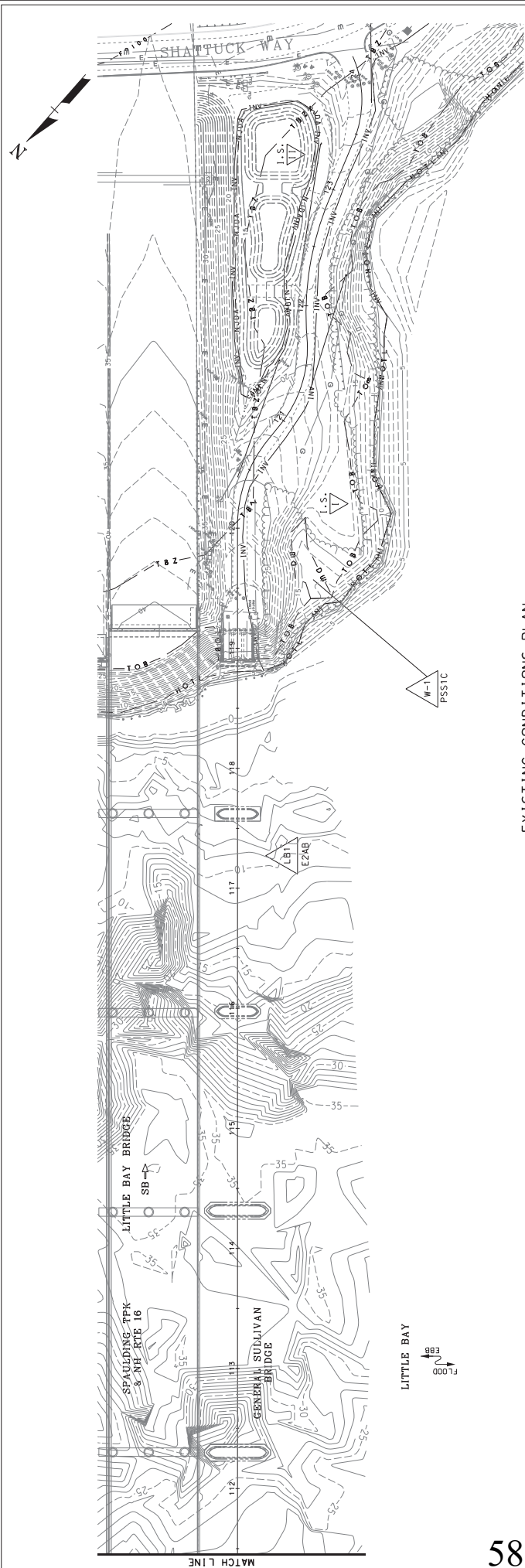
DESIGNED TSP 10/22
CHECKED TSP 10/22
DRAWN BMA 10/22
CHECKED TSP 10/22

QUANTITIES
ISSUE DATE
REV. DATE
SHEET NO.
TOTAL SHEETS

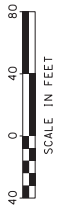
BRIDGE SHEET
5 OF 10
TELE NUMBER

EXISTING CONDITIONS PLAN (1 OF 2)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION * BUREAU OF BRIDGE DESIGN
LOCATION GENERAL SULLIVAN BRIDGE OVER LITTLE BAY



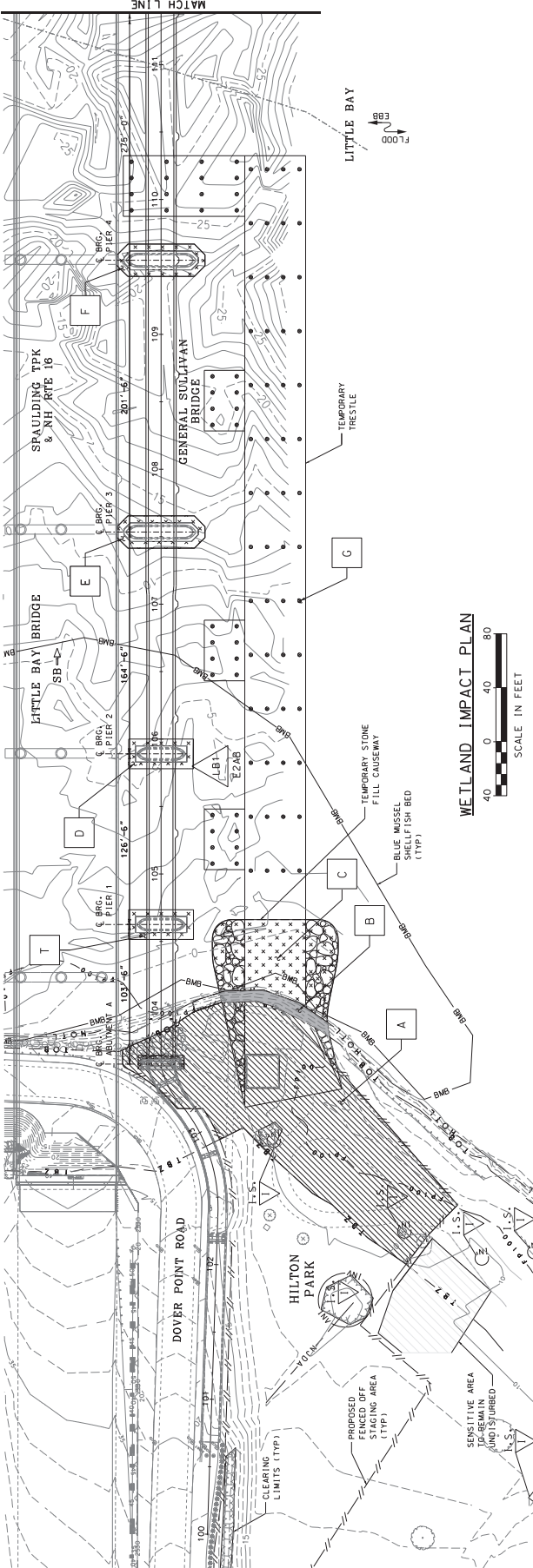
EXISTING CONDITIONS PLAN



STATE PROJECT	11238S
DRAWING NAME	11238S_existing.mxd
PLOT DATE	3/6/2023
SHEET SCALE	AS NOTED

REVISED
 PRELIMINARY PLANS
 SUBJECT TO CHANGE
 DATE 3/6/2023

STATE OF NEW HAMPSHIRE		STATE PROJECT 11238S	
DEPARTMENT OF TRANSPORTATION * BUREAU OF BRIDGE DESIGN			
TOWN NEWINGTONSPOONER		PROJECT NO. 20/033	
LOCATION GENERAL SULLIVAN BRIDGE OVER LITTLE BAY			
EXISTING CONDITIONS PLAN (2 OF 2)			
DESIGNED	TSF	CHECKED	TSF
DRAWN	BMA	CHECKED	TSF
QUANTITIES		CHECKED	TSF
ISSUE DATE			
REV. DATE			
BRIDGE SHEET		TOTAL SHEETS	
6 OF 10			



WETLAND IMPACT PLAN
SCALE IN FEET

LEGEND

#	WETLAND IMPACT LOCATION
#	WETLAND DESIGNATION NUMBER
TYPE OF WETLAND IMPACT	SHADING/HATCHING
NEW HAMPSHIRE WETLANDS BUREAU (PERMANENT NON-WETLAND)	[Solid Grey]
NEW HAMPSHIRE WETLANDS BUREAU & ARMY CORP OF ENGINEERS (PERMANENT WETLAND)	[Cross-hatch]
TEMPORARY IMPACTS (NON-WETLAND)	[Diagonal Lines]
TEMPORARY IMPACTS (WETLAND)	[Star Pattern]

WETLAND CLASSIFICATION CODES	
EZAB	ESTUARINE - INTERTIDAL, AQUATIC BED
PSSIC	PALLUSTRINE, SCRUB-SHRUB, BROAD-LEAVED DECIDUOUS, SEASONALLY FLOODED

WETLAND IDENTIFICATION	WETLAND CLASSIFICATION	WETLAND DESIGNATION	WETLAND IMPACT SUMMARY						TOTAL					
			N.H.W.B. (NON-WETLAND) BANK		N.H.W.B. & A.C.D.E. (WETLAND)		PERMANENT		TEMPORARY					
			SF	LF	SF	LF	SF	LF	SF	LF				
A	EBZ	-	-	-	19807	-	-	-	-	-	-	-	-	-
B	BANK	-	756	85	-	-	-	-	-	5180	93	-	-	-
C	EZAB	LB1	-	-	-	-	-	-	-	600	-	-	-	-
D	EZAB	LB1	-	-	-	-	-	-	-	715	-	-	-	-
E	EZAB	LB1	-	-	-	-	-	-	-	480	65	-	-	-
F	EZAB	LB1	-	-	-	-	-	-	-	710	65	-	-	-
G	EZAB	LB1	-	-	-	-	-	-	-	536	-	-	-	-
H	EZAB	LB1	-	-	-	-	-	-	-	600	-	-	-	-
I	EZAB	LB1	-	-	-	-	-	-	-	524	-	-	-	-
J	EZAB	LB1	-	-	-	-	-	-	-	3973	-	-	-	-
K	EZAB	LB1	-	-	-	-	-	-	-	165	-	-	-	-
L	EZAB	LB1	-	-	-	-	-	-	-	44384	-	-	-	-
M	EZAB	LB1	-	-	-	-	-	-	-	1009	-	-	-	-
N	BANK	-	1555	170	-	-	-	-	-	-	-	-	-	-
O	PSSIC	W-1	-	-	-	-	-	-	-	-	-	-	-	-
P	EBZ	-	-	-	-	-	-	-	-	19915	-	-	-	-
R	BANK	-	-	431	59	-	-	-	-	-	-	-	-	-
S	EBZ	-	-	-	-	-	-	-	-	524	-	-	-	-
T	EBZ	LB1	-	-	-	-	-	-	-	3973	-	-	-	-
U	BANK	-	-	-	-	-	-	-	-	165	-	-	-	-
TOTAL			2742	314	1009	44384	23813	376						

NOTE: WETLAND IDENTIFICATION "A" REPRESENTS IMPACTS ON THE TIDAL BUFFER ZONE - WETLAND IDENTIFICATION "B" REPRESENTS IMPACTS ON THE BANK.

PERMANENT IMPACTS: 3751 SF
TEMPORARY IMPACTS: 93 SF
TOTAL IMPACTS: 7194 SF
ARMY CORPS OF ENGINEERS
PERMANENT IMPACTS: 3751 SF
TEMPORARY IMPACTS: 24822 SF
TOTAL IMPACTS: 24822 SF

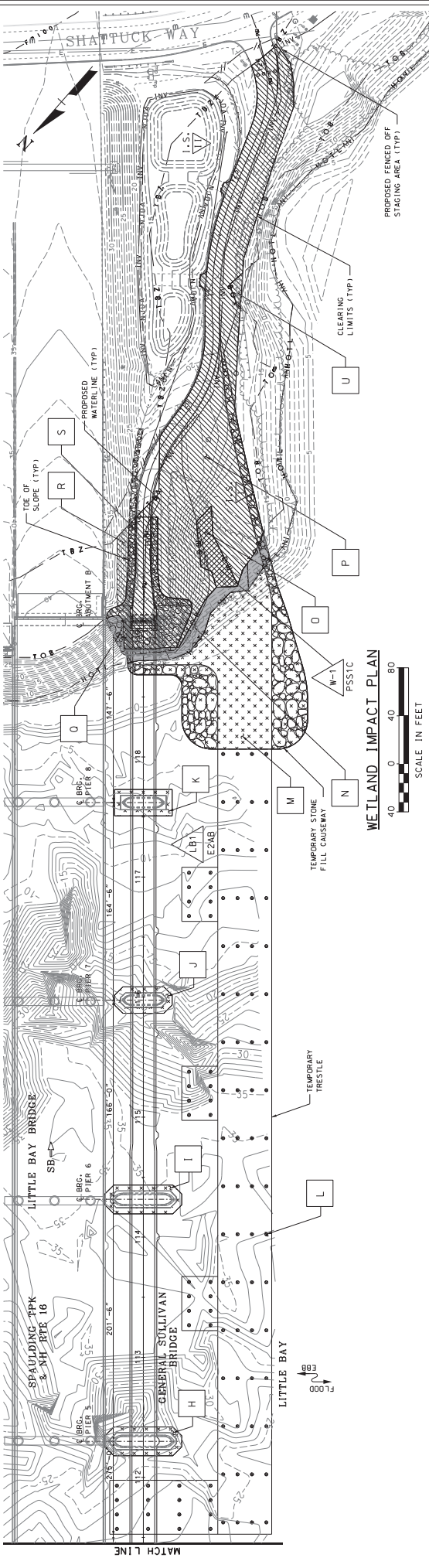
REVISED
PRELIMINARY PLANS
SUBJECT TO CHANGE
DATE 3/6/2023



PLOT DATE: 3/6/2023
DRAWING NAME: 11258_impactm01.dgn
SHEET SCALE: AS NOTED

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION * BUREAU OF BRIDGE DESIGN
TOWN: WINDINGGONDOVER PROJECT NO.: 200303
LOCATION: GENERAL SULLIVAN BRIDGE OVER LITTLE BAY STATE PROJECT #11258

WETLAND IMPACT PLAN (1 OF 2)					
DESIGNED	NSP	02/22	CHECKED	NSP	03/01
DRAWN	BMA	03/22	CHECKED	NSP	03/01
QUANTITIES			CHECKED	NSP	03/01
ISSUE DATE					
REV. DATE					
PROJECT NO.					
SHEET NO.					
TOTAL SHEETS					



WETLAND IMPACT PLAN

LEGEND

#	WETLAND IMPACT LOCATION	
#	WETLAND DESIGNATION NUMBER	
	TYPE OF WETLAND IMPACT	SHADING / HATCHING
	NEW HAMPSHIRE WETLANDS BUREAU (PERMANENT NON-WETLAND)	[Solid Grey]
	NEW HAMPSHIRE WETLANDS BUREAU & ARMY CORP OF ENGINEERS (PERMANENT WETLAND)	[Cross-hatch]
	TEMPORARY IMPACTS (NON-WETLAND)	[Diagonal Lines]
	TEMPORARY IMPACTS (WETLAND)	[Star Pattern]

WETLAND CLASSIFICATION CODES

EZAB	ESTUARINE, INTERTIDAL, AQUATIC BED
PSSIC	PALUSTRINE, SCRUB-SHRUB, BROAD-LEAVED DECIDUOUS, SEASONALLY FLOODED

WETLAND IMPACT SUMMARY

WETLAND IDENTIFICATION	WETLAND CLASSIFICATION	AREA IMPACTS									
		PERMANENT N-H, W-B, & A-C-O-E (WETLAND)		PALUSTRINE (NON-WETLAND) WETLAND		TEMPORARY (WETLAND)					
		SF	LF	SF	LF	SF	LF				
A	BDZ										
B	BANK	756	85			19807				5180	93
C	EZAB										
D	EZAB										
E	EZAB										
F	EZAB										
G	EZAB										
H	EZAB										
I	EZAB										
J	EZAB										
K	EZAB										
L	EZAB										
M	EZAB										
N	BANK	1555	170								
O	PSSIC					1009					
P	BDZ										
Q	BANK										
R	BDZ										
S	BDZ										
T	EZAB										
U	BANK										
TOTAL			2742	314		1009		44384		23913	376

NOTE: WETLAND IDENTIFICATION "A" REPRESENTS IMPACTS ON THE TIDAL BUFFER ZONE. WETLAND IDENTIFICATION "B" REPRESENTS IMPACTS ON THE BANK.

PERMANENT IMPACTS: 3751 SF
 TEMPORARY IMPACTS: 68197 SF
 TOTAL IMPACTS: 71948 SF

ARMY CORPS OF ENGINEERS
 PERMANENT IMPACTS: 1009 SF
 TEMPORARY IMPACTS: 23813 SF
 TOTAL IMPACTS: 24822 SF



REVISED PRELIMINARY PLANS SUBJECT TO CHANGE DATE 3/6/2023

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION * BUREAU OF BRIDGE DESIGN
 TOWN: WASHINGTONCOUNTY PROJECT NO.: 2003033 STATE PROJECT: 11238S

LOCATION: GENERAL SULLIVAN BRIDGE OVER LITTLE BAY

WETLAND IMPACT PLAN (2 OF 2)

DESIGNED	TSF	10/22	CHECKED	TSF	10/22
DRAWN	BMA	10/22	CHECKED	TSF	10/22
QUANTITIES			ISSUE DATE		
REV. DATE			PROJECT PROJECT NO.		
			SHEET NO.		
			TOTAL SHEETS		

PLOT DATE:	DRAWING NAME:	SHEET SCALE:
3/6/2023	11238S_impactplan.dwg	AS NOTED

**MEMORANDUM OF AGREEMENT
AMONG NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION,
FEDERAL HIGHWAY ADMINISTRATION,
and the
NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER**

Regarding the project known as the General Sullivan Bridge, Spaulding Turnpike Improvements Project [NHDOT Project Newington-Dover 11238S, FHWA Project NHS-027-1(37)] which plans to replace the historic General Sullivan Bridge (GSB), which spans the navigational channel of Little Bay in the Town of Newington, New Hampshire and the City of Dover, New Hampshire.

WHEREAS, the Federal Highway Administration (FHWA) plans to provide funds to the New Hampshire Department of Transportation (NHDOT) to replace the General Sullivan Bridge superstructure; and

WHEREAS, FHWA has defined the undertaking's area of potential effect (APE) as an irregularly-shaped area, beginning approximately 600 feet north of the bridge crossing on Dover Point, and extending up to 1,500 feet west, 700 feet east, and 1,200 feet south of the crossing; and

WHEREAS, the Preferred Alternative would involve the complete removal and replacement of the General Sullivan Bridge superstructure while reusing its substructure piers; and

WHEREAS, FHWA, in consultation with the New Hampshire State Historic Preservation Office (NHSHPO), has determined that the Preferred Alternative will have an Adverse Effect to the General Sullivan Bridge, which was determined eligible for the National Register of Historic Places in 1988; and

WHEREAS, FHWA has consulted with the NHDOT, the NHSHPO, and Consulting Parties pursuant to 36 CFR Part 800 of the regulations implementing Section 106 of the National Historic Preservation Act (54 USC §306108); and

WHEREAS, FHWA has consulted with several consulting parties regarding the effects of the undertaking on historic properties, including Kitty Henderson, Executive Director, Historic Bridge Foundation, Nathan Holth, HistoricBridges.org, Lulu Pickering, Newington Historic District Commission, and Christopher G. Parker, Assistant City Manager, City of Dover; and

WHEREAS, NHDOT and FHWA have met with the NHSHPO and Consulting Parties on thirteen occasions since April 2018 to evaluate potential alternatives, identify a Preferred Alternative, and identify mitigation measures; and

WHEREAS, NHDOT has coordinated with the Town of Newington, the City of Dover, and other interested parties through Public Meetings held on October 25, 2016, January 30, 2018, September 5, 2018, and at a Public Hearing on May 13, 2021; and

WHEREAS, in accordance with 36 CFR §800.6(a)(1), FHWA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR §800.6(a)(1)(iii);

NOW, THEREFORE, FHWA, NHDOT and the NHSHPO agree that the undertaking shall be implemented in accordance with the following stipulations to mitigate the effect of the undertaking on historic properties.

I. STIPULATIONS

FHWA and NHDOT shall ensure that the following measures are carried out:

A. Marketing the General Sullivan Bridge

- i. NHDOT shall market the bridge for re-use (either in whole or in part) in compliance with 23 USC Section 144. The structure shall be marketed to the public for relocation with preservation and/or maintenance covenants as agreed to by NHDOT, NHSHPO, and FHWA. NHDOT, in consultation with NHSHPO and FHWA, shall develop a notice to include, at a minimum, the following:
 - a. A description of the structure;
 - b. Notice that the bridge is eligible for the National Register for its engineering significance;
 - c. Notice that NHDOT will transfer the structure with consideration for the offer that best protects the historic integrity of the bridge; and
 - d. Notice of the requirement that the bridge will be transferred subject to covenants regarding its preservation and maintenance for a period of ten (10) years in accordance with the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.
- ii. The contents of the advertisements, the publications in which they appear, and the frequency of publication shall be approved by NHSHPO and FHWA. The advertising period shall last a minimum of 60 days.
- iii. If efforts to market the bridge are unsuccessful, final bid and construction documents shall be completed to specify demolition and disposal of the bridge.
- iv. If all or part of the bridge is re-used, the Public Works Administration plaque may be reused with the salvaged portion. Otherwise, the plaque shall be incorporated into an interpretive installation to note the history of the Public Works Administration in relation to the General Sullivan Bridge (see Stipulation D.i.a.iv below). If the entire bridge is not re-used, up to 200 feet of the bridge railing will be made available to the Town of Newington.

B. Documentation of the General Sullivan Bridge

- i. NHDOT shall ensure that the bridge is recorded prior to demolition or relocation, in accordance with the Historic American Engineering Record (HAER) standards.
- ii. The documentation shall be completed by a 36 CFR 61-qualified Architectural Historian.
- iii. The documentation shall follow the guidelines available at <https://www.nps.gov/hdp/standards/haerguidelines.htm>, using the version noted below or subsequent updates, whichever is more recent at the time of documentation:

- a. Report: The documentation will follow the “outline format: engineering structures” described in the HAER guidelines (updated 2017).
 - b. Photography: To follow the guidelines for the HABS/HAER/HALS programs (updated 2015). Photographs shall consist of archival, large-format black and white 4x5” photographs of the superstructure, substructure, relationship of the bridge to its setting, and engineering/aesthetic details.
 - c. Drawings: To follow the HAER drawing guidelines. Original and historic construction plans shall be included as archival copies, or photographed as archival large-format black and white 4x5” photographs.
 - d. The final HAER package shall meet the requirements for HAER documentation transmittal (updated January 2020).
- iv. A digital draft of the HAER documentation shall be submitted to NESHPO for a review and comment period of 45 days.
 - v. After addressing NESHPO comments, NHDOT shall, on behalf of FHWA, provide a draft digital copy to NPS for review and comment.
 - vi. One final copy of the completed HAER documentation shall be submitted to NPS by NHDOT. The format of the final deliverable shall be provided as requested by NPS.
 - vii. The final HAER documentation shall be produced by NHDOT for NESHPO; a single hard copy and one electronic copy will be provided. The NESHPO copy of the HAER materials shall include: large format photos and negatives, photo location maps, narrative, and high-quality photocopies of the photos.
 - viii. One archival hard copy and one electronic copy of the final documentation shall be provided to each of the City of Dover, the Town of Newington, the Newington Historical Society, and the New Hampshire Historical Society for storage at an appropriate local repository. An electronic copy shall be provided to the Portsmouth Athenaeum. An electronic copy shall be provided to additional local repositories upon request. NHDOT, in coordination with Consulting/Interested Parties, may proactively identify additional local repositories which may be interested in receiving an electronic copy of the completed HAER documentation.
 - ix. An electronic copy shall be provided to additional Consulting/Interested Parties, upon request.

C. NHDOT Bridge Inventory and Bridge Management Plan – Promotion and Accessibility

- i. NHDOT shall assist NESHPO in the integration of the finalized bridge inventory into the EMMIT online database and mapping tool, which is available by subscription. NHDOT shall also provide the finalized bridge inventory on its own website, where the inventory will be freely available to the public. To complete this stipulation:
 - a. NHDOT or their consultant shall publish the final bridge inventory as an ArcGIS map service that can be accessed directly (live) by the EMMIT application.
 - b. NHDOT or their consultant shall be responsible for updating the map service with any changes to be published such that the EMMIT application will automatically consume the latest data.
 - c. NHDOT or their consultant, in consultation with NESHPO, shall develop the following enhancements to the EMMIT application to support the integration of the final bridge inventory:

- i. The bridge inventory map service will be integrated into the EMMIT map display Data Query function, and Map Search function. The EMMIT Search Results page and Export Results function will be updated to include bridge inventory information. A View Details page will be developed for the Bridge Inventory which will display the fields for a single bridge like the existing EMMIT View Details pages.
 - ii. A single page inventory form report will be developed allowing a PDF to be generated from the View Details page for a single bridge.
 - ii. NHDOT shall ensure that promotion of the finalized bridge management plan includes a broad range of internal and external outreach to engineers, municipalities, state DOT employees, and the public, including the use of virtual platforms. NHDOT shall be responsible for three outreach and educational sessions. Possible venues include:
 - a. The American Council of Engineering Companies (ACEC) annual conference;
 - b. The New Hampshire Municipalities Association (NHMA) annual conference;
 - c. Internal training for NHDOT employees and its consultants;
 - d. Regional workshop for engineers, including representatives from other state DOTs regarding their own state's efforts to maintain historic bridges; or
 - e. Potential workshop and session partnerships with NNSHPO, and/or the New Hampshire Preservation Alliance.

D. Interpretive Program

NHDOT and/or its consultant shall develop an interpretive program centered around the historic significance of the GSB:

- i. On-Site Interpretive Panels – NHDOT shall fund and oversee four (4) interpretive panels located at or near the bridge crossing, including locations at, but not limited to: Bloody Point in Newington, Hilton Park in Dover, and/or the bridge.
 - a. The panels topics will include:
 - i. Ferries, Trains, and Automobiles Across the Little Bay: How people have crossed the Little Bay over the centuries and why the Little Bay is so challenging to cross.
 - ii. Visualizing Routes through History (for placement on the bridge): Using the unique vantage point of the bridge and its view toward Fox Point, this panel will use maps and other visuals to help readers “see” where previous crossings were located.
 - iii. Bringing Continuous Trusses to the American Highway: Celebrating how the GSB merged aesthetics and economy to create a graceful composition that provided the necessary clearance at the center while saving resources at the approaches.
 - iv. GSB as a Textbook Example: The GSB was one of four FST designs that the firm used to refine their continuous truss design. What characteristics were taken from the Lake Champlain Bridge, and what improvements/ advancements were made for the GSB?
 - v. Two panels, “Bringing Continuous Trusses to the American Highway” and “GSB as a Textbook Example” will be fabricated in duplicate and placed in multiple locations to increase the amount of mitigation that

specifically shares with the public information regarding the engineering significance of the GSB.

- vi. A Viewing Station may be used in place of one of the above-mentioned panels, if determined feasible as site planning progresses. The Viewing Station would consist of a clear etched glass panel or other suitable material displaying an image of the GSB superimposed onto the current view, for visitors to understand the location and configuration of the bridge.
- vii. If the Public Works Administration plaque is not reused as part of a bridge relocation (see Stipulation A.iv), then a fifth interpretive panel will be developed and installed to provide context for the plaque.
- b. The content will be developed by an Architectural Historian qualified under 36 CFR 61, and a professional graphic designer shall be engaged to create the design and layout of the interpretive panels and/or elements.
- c. NHSHPO shall be consulted for review and comment on the preliminary draft content of the panels as well as the draft final mockups of the panel design(s) in their entirety.
- d. After submission of the preliminary draft content and draft final panels, NHSHPO and the Consulting Parties shall have 30 days to review and comment on the draft final text/layout of the displays.
- e. NHDOT and the content developers will determine whether the incorporation of elements salvaged from the GSB as support structures for interpretive elements is feasible (not as public art).
- f. NHDOT and the content developers will determine whether the incorporation of a QR code linking to additional online content is feasible.
- ii. NHDOT shall develop an installation in collaboration with the Woodman Museum about the engineering significance of the GSB and the challenges of creating a span across the Little Bay. NHDOT will fund the creation and installation of the exhibit in its entirety; the Woodman Museum shall be responsible for future maintenance.
 - a. The installation shall include the use of salvaged materials and/or 3D modeling to demonstrate engineering concepts to the extent feasible.
 - b. The installation may include primary sources as relevant, including items from the collections of repositories such as Historic New England's archives; the Woodman Institute; the Portsmouth Athenaeum; the archives of NHDOT, and local historical organizations.
 - c. The installation will utilize the content developed for the "Bringing Continuous Trusses to the American Highway" and "GSB as a Textbook Example" panel content (see D.i.a.), with supplemental information as appropriate for the final location and objects used in the exhibit.

E. Newington Railroad Depot and Toll House and State-Owned Land on Bloody Point

- i. NHDOT shall support the future rehabilitation and reuse of the state-owned portion of the Newington Depot property, according to the *Secretary of the Interior's Standards for Rehabilitation*. Specifically, NHDOT shall:

- a. Engage a consultant team to prepare a building assessment and feasibility re-use study of the Newington Depot, following the NH Preservation Alliance's format, identifying extant character-defining features and potential future uses that can support the retention of these historic features. The building assessment and feasibility reuse study will include input from the Town of Newington, the Newington Historic District Commission, and the Newington Historical Society. The NESHPO, the Town of Newington, the Newington Heritage Commission, and the Newington Historical Society will be given thirty (30) days to review the draft conditions assessment, feasibility reuse study and existing conditions site plan. An electronic copy of the final assessment shall be provided to NHDOT, NESHPO, the Town of Newington, the Newington Historic District Commission, and the Newington Historical Society.
 - b. Develop an existing conditions site plan incorporating property boundaries, topography, wetlands, utilities, and shoreland/tidal setbacks. This plan can be used to support a land master plan/site plan for the Newington Depot property to be developed by a future owner.
 - c. Provide direct financial support for the stabilization/rehabilitation of the Newington Depot property based on the building assessment and re-use plan up to \$150,000 on a reimbursement basis. Any costs beyond this amount shall be provided by the Town of Newington or a third party (see Stipulation E.ii below).
- ii. NHDOT shall continue discussions about the feasibility of transferring ownership of the property to the Town of Newington or another public agency. If a mutual agreement is reached with the Town of Newington or another public agency, the public owner may arrange for the rehabilitation of the Depot as well as its future management and stewardship to be handled by a third party, such as through a long-term lease to a non-profit. If a mutual agreement cannot be reached within 3 months of completion of the items outlined in E.i, NHDOT shall market the property for sale at fair market value. Any transfer shall comply with the requirements of the New Hampshire Surplus Land Review Process, including all NH Revised Statutes Annotated, policies and procedures applicable to the disposal of state-owned real estate.
 - iii. The property will be conveyed with a historic preservation covenant, to be held by NESHPO, requiring that the building will be retained in the same or better condition and that any future rehabilitation by the owner meet the Secretary of the Interior's Standards for Rehabilitation, to be overseen and approved by NESHPO.

F. Dover Recreational Trail

- i. NHDOT shall coordinate with the City of Dover to evaluate the feasibility of constructing a link between the existing Community Trail on the former rail bed of the Newington-Dover Branch line and the GSB. The Community Trail currently ends in the vicinity of Central Avenue (NH 108) and Rutland Street and options may include a short section of shared use path within the Spaulding Turnpike right-of-way to then follow Finch, Spur and Boston Harbor Roads to the bridge. If a plan for the trail can be mutually agreed upon, NHDOT shall determine the nature and extent of support the agency can provide for the undertaking.

- ii. The feasibility study shall develop information which highlights the history of the Newington-Dover Branch line and its connection to the history of the transportation corridor including the GSB. The study shall make recommendations on incorporating interpretive signage into the design of the recreational trail.
 - a. Interpretive Signage – NHDOT shall fund and oversee the development of two interpretive panels to be installed along the trail. One of these panels will be based on the “Ferries, Trains, and Automobiles Across the Little Bay” panel to be created for installation at the bridge crossing (see D.i.a.1.).
 - b. In recognition that exact siting of the signage cannot be finalized during a feasibility study, NHDOT will provide high-resolution digital copies of the signage to the City of Dover to make available to the public. These files will contain production-ready content for later fabrication.
 - c. Consultation on the content of the panels shall be between NHDOT, NHSHPO, and the City of Dover.
 - d. The content will be developed by an Architectural Historian qualified under 36 CFR 61, and a professional graphic designer shall be engaged to create the design and layout of the interpretive panels and/or elements.
 - e. NHSHPO and the Dover Heritage Commission shall be consulted for review and comment on the preliminary draft content and layout of the signage as well as the draft final mockups of the signs in their entirety.
 - f. After submission of the preliminary draft and draft final signage, NHSHPO and the Dover Heritage Commission shall have 30 days to review and comment on the draft final text/layout of the displays.

II. UNANTICIPATED DISCOVERIES

The NHDOT will ensure that if additional previously unidentified architectural and / or archeological properties are discovered, which may be affected by the undertaking or known properties are affected in an unanticipated manner, it will notify FHWA and the NHSHPO. FHWA and the NHSHPO will apply the criteria of eligibility and consult pursuant to 36 CFR 800.13.

III. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, FHWA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Item VI below.

IV. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires, is terminated, or stipulations completed, NHDOT shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in FHWA’s efforts to carry out the terms of this MOA.

V. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FHWA shall consult with such party to resolve the objection. If the FHWA determines that such objection cannot be resolved, FHWA will:

- A. Forward all documentation relevant to the dispute, including FHWA's proposed resolution, to the ACHP. The ACHP shall provide FHWA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FHWA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. FHWA will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30)-day time period, FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA and provide them and the ACHP with a copy of such written response.
- C. FHWA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VI. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VII. TERMINATION


If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation V, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, FHWA must either (a) execute a MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. FHWA shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by FHWA, NHDOT and NHSPO and implementation of its terms evidence that FHWA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

FEDERAL HIGHWAY ADMINISTRATION

By: **PATRICK A BAUER**  Digitally signed by PATRICK A BAUER
Date: 2021.11.10 13:48:02 -05'00'

Patrick A. Bauer
NH Division Administrator

Date: 11-10-2021

NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

By: 
Nadine M. Miller
Deputy State Historic Preservation Officer

Date: 10/8/2021

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: 
Peter E. Stamnas
Director of Project Development

Date: 11/8/2021

CONCURRING PARTIES:

TOWN OF NEWINGTON, NEW HAMPSHIRE

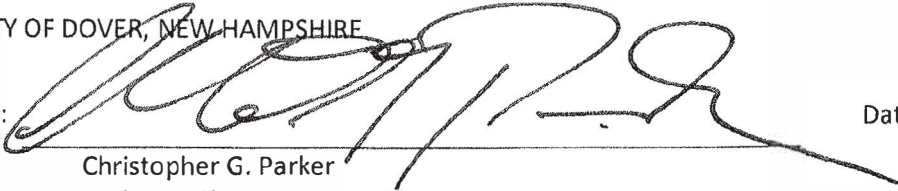
By: _____ (Declined)

Date: _____

Ted Connors
Board of Selectmen, Chair

CONCURRING PARTIES:

CITY OF DOVER, NEW HAMPSHIRE

By: 

Christopher G. Parker
Assistant City Manager

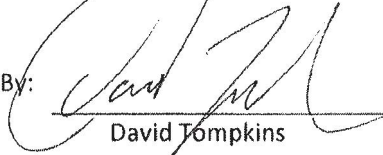
Date: 10/19/21

Newington-Dover, General Sullivan Bridge
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112385
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CONCURRING PARTIES:

WOODMAN MUSEUM

By:



David Tompkins
Executive Director

Date:

11/4/21

Appendix A. Verification Form (updated December 10, 2020)

Federal Highway Administration (FHWA) or the applicable state Department of Transportation (DOT) shall submit a signed version of this completed form, together with any project plans, maps, supporting analyses, etc., to NOAA’s National Marine Fisheries Service (NMFS), Greater Atlantic Regional Fisheries Office, Protected Resources Division (GARFO PRD) at nmfs.gar.esa.section7@noaa.gov with “FHWA GARFO NLAA Program: [Project Title or Number]” in the subject line. **Note:** project design contractors and/or consultants may assist in preparing the form, but only FHWA/DOT staff shall sign off on it on the final page.

Project Activity Type (check all that apply to the entire action):

- 1. Bridge repair, demolition, or replacement project
- 2. Culvert repair or replacement project
- 3. Dock, pier, or waterway access project (includes construction, demolition, and repairs)
- 4. Slope stabilization project

Transportation Project Information

Name of Project:	Newington-Dover 11238, General Sullivan Bridge		
Reinitiation (Yes/No):	Yes		
State DOT/Program:	New Hampshire DOT		
DOT ID Code:	11238S		
Contact Person:	Marc Laurin		
Phone:	603-271-4044	Email:	marc.g.laurin@dot.nh.gov
Project Latitude (e.g., 42.625884):	43.117921		
Project Longitude (e.g., -70.646114):	-70.826102		
Maximum Water Depth (m)	7.0		
Anticipated Project Start Date:	07/01/2023	Anticipated Project End Date:	06/30/2027
City/Town:	Newington & Dover	Water body:	Little Bay
Project/Action Description and Purpose:	<p>The proposed project will remove and replace the General Sullivan Bridge superstructure to create a new pedestrian and non-motorized access bridge over the mouth of Little Bay in Newington and Dover, New Hampshire. The proposed project will reuse the existing piers (substructure) with minor repairs. The superstructure will be replaced with a steel girder system with a structural frame extending from the bottom of the girders to the top of the existing piers. Construction will involve installation of a temporary causeway and pier-supported trestle for access, which would be removed following project completion.</p> <p>Consultation for this project initially occurred in 2019. On June 18, 2019, NOAA signed the required verification form. Re-initiation of consultation with NOAA is required because the number and size of trestle piers proposed to be installed has increased.</p> <p>Only temporary impacts to hard bottom substrate are anticipated as a result of the project work. A 2003 study documented rocky bottom habitats within and adjacent to the project area. Rocky/cobble-bottom habitat within the project area is concentrated near the shoreline of Little Bay along the Newington and Dover coastlines. Temporary impact to these habitat types will result from the placement of the causeways and trestles during construction. The work duration is subject to change, but the temporary causeway and trestles in Dover may be in place for up to 36 months.</p>		

ESA-listed species and/or critical habitats in the action area (Check all that apply)

<input checked="" type="checkbox"/>	Atlantic sturgeon (all DPSs)	<input type="checkbox"/>	Kemp's ridley sea turtle
<input checked="" type="checkbox"/>	Atlantic sturgeon critical habitat Indicate which DPS (GOM, NYB, Chesapeake Bay DPSs): GOM	<input type="checkbox"/>	Loggerhead sea turtle (Northwest Atlantic DPS)
<input checked="" type="checkbox"/>	Shortnose sturgeon	<input type="checkbox"/>	Leatherback sea turtle
<input type="checkbox"/>	Atlantic salmon (GOM DPS)	<input type="checkbox"/>	North Atlantic right whale
<input type="checkbox"/>	Atlantic salmon critical habitat (GOM DPS)	<input type="checkbox"/>	North Atlantic right whale critical habitat
<input type="checkbox"/>	Green sea turtle (North Atlantic DPS)	<input type="checkbox"/>	Fin whale

* Please consult GARFO PRD's ESA Section 7 Mapper for ESA-listed species and critical habitat information for your action area at: <https://www.fisheries.noaa.gov/new-england-mid-atlantic/consultations/section-7-species-critical-habitat-information-maps-greater>.

The following stressors are applicable to the action:

- Underwater Noise
- Impingement/Entrainment and Entanglement
- Water Quality/Turbidity
- Habitat Alteration
- Vessel Traffic

Impacts Table

Habitat Alteration		
	Permanent (acres)	Temporary (acres)
Sand (saline)	0.00	0.00
Silt/Mud/Clay (saline)	0.00	0.25
Hard bottom (saline)	0.00	0.25
Submerged Aquatic Vegetation (SAV) (saline)	0.00	0.00
Sand (freshwater)	0.00	0.00
Silt/Mud/Clay (freshwater)	0.00	0.00
Hard bottom (freshwater)	0.00	0.00
Submerged Aquatic Vegetation (SAV) (freshwater)	0.00	0.00
Total amount of habitat alteration	0.00	
In-water Construction Impacts		
	Amount in meters	
Width of water body in action area (m)	450.0	
Stressor category that extends furthest distance into water body (e.g.; underwater noise, turbidity plume)	Sound pressure wave	
Maximum extent of stressor into the water body (m)	90.0	

Project Design Criteria (PDC) Checklist

FHWA/DOT shall incorporate all general PDCs and all applicable PDCs in the appropriate stressor categories. For any PDCs that are not incorporated, additional justification is required for a project to be eligible for the NLAA Program. FHWA/DOT shall check the corresponding box for each PDC that is, or will be, incorporated into the project or indicate if not applicable.

GENERAL PDCs			
Yes	N/A	PDC #	PDC Description
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.	Ensure all operators, employees, and contractors are aware of all FHWA environmental commitments, including these PDC, when working in areas where ESA-listed species may be present or in critical habitat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2.	No portion of the proposed action will individually or cumulatively have an adverse effect on ESA-listed species or critical habitat.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3.	No portion of the proposed action that may affect the GOM DPS of Atlantic salmon will occur in the tidally influenced portion of rivers/streams where their presence is possible from <u>April 10 through November 7</u> . The range of the GOM DPS only occurs in Maine. Note: If the project will occur within the geographic range of the GOM DPS Atlantic salmon but their presence is not expected following the best available commercial scientific data, the work window does not need to be applied. Please attach best available information (i.e. local fisheries biologist correspondence).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4.	No portion of the proposed action that may affect shortnose or Atlantic sturgeon will occur in areas identified as spawning grounds as follows: i. Gulf of Maine: Apr 1-Aug 31 ii. Southern New England/New York Bight: Mar 15-Aug 31 iii. Chesapeake Bay: Mar 15-Jul 1 and Sep 15-Nov 1 Note: If river specific information exists that provides better or more refined time of year information, those dates may be substituted with NMFS approval.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	5.	No portion of the proposed action that may affect shortnose or Atlantic sturgeon will occur in areas identified as overwintering grounds where dense aggregations are known to occur as follows: i. Gulf of Maine: Oct 15-Apr 30 ii. Southern New England/New York Bight: Nov 1-Mar 15 iii. Chesapeake Bay: Nov 1-Mar 15 Note: If river specific information exists that provides better or more refined time of year information, those dates may be substituted with NMFS approval.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.	Within designated critical habitat for Atlantic sturgeon, no work will affect hard bottom substrate (e.g., rock, cobble, gravel, limestone, boulder, etc.) in low salinity waters (i.e., 0.0-0.5 parts per thousand) (PBF 1).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7.	Work will result in no or only temporary/short-term changes in water temperature, water flow, salinity, or dissolved oxygen levels.

Yes	N/A	PDC #	PDC Description
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8.	If ESA-listed species are (a) likely to pass through the action area at the time of year when project activities occur; and/or (b) the project will create an obstruction to passage when in-water work is completed, then a zone of passage (~50% of water body) with appropriate habitat for ESA-listed species (e.g., depth, water velocity, etc.) must be maintained (i.e., physical or biological stressors such as turbidity and sound pressure must not create barrier to passage).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	9.	The project will not adversely impact any submerged aquatic vegetation (SAV) or oyster reefs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	10.	No blasting or use of explosives will occur.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	11.	No in-water work on large dams or tide gates (small dam and tide gate repairs may be permitted with prior review and approval from NMFS).

UNDERWATER NOISE PDCs			
Yes	N/A	PDC #	PDC Description
<input checked="" type="checkbox"/>	<input type="checkbox"/>	12.	<p>If pile driving is occurring during a time of year when ESA-listed species may be present, and the anticipated noise is above the behavioral noise threshold, a “soft start” is required to allow animals an opportunity to leave the project vicinity before sound pressure levels increase. <i>In addition to using a soft start at the beginning of the work day for pile driving, one must also be used at any time following cessation of pile driving for a period of 30 minutes or longer.</i></p> <p><u>For impact pile driving:</u> pile driving will commence with an initial set of three strikes by the hammer at 40% energy, followed by a one minute wait period, then two subsequent three-strike sets at 40% energy, with one-minute waiting periods, before initiating continuous impact driving.</p> <p><u>For vibratory pile installation:</u> pile driving will be initiated for 15 seconds at reduced energy followed by a one-minute waiting period. This sequence of 15 seconds of reduced energy driving, one-minute waiting period will be repeated two additional times, followed immediately by pile-driving at full rate and energy.</p>

Yes	N/A	PDC #	PDC Description
<input checked="" type="checkbox"/>	<input type="checkbox"/>	13.	<p>If the project includes non-timber piles*, please attach your calculation to this verification form showing that the noise is below the injury thresholds of ESA-listed species in the action area. The GARFO Acoustic Tool can be used as a source, should you not have other information: https://www.fisheries.noaa.gov/new-england-mid-atlantic/consultations/section-7-consultation-technical-guidance-greater-atlantic.</p> <p>*Effects from timber and steel sheet piles were analyzed in the NLAA programmatic consultation, so no additional information is necessary.</p>
<input type="checkbox"/>	<input type="checkbox"/>	14.	Any new pile-supported structure must involve the installation of no more than 50 piles (below MHW).

Pile material (e.g., steel pipe, concrete)	Pile diameter/width (inches)	Number of piles	Installation method (e.g., impact hammer, vibratory start and then impact hammer to depth, drilling)
Steel pipe	30	204	Impact Hammer

IMPINGEMENT/ENTRAINMENT AND ENTANGLEMENT PDCs			
Yes	N/A	PDC #	PDC Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15.	<p>If excavating or dredging, only mechanical buckets, hydraulic cutterheads, or low volume hopper dredges (e.g., CURRITUCK, ≤300 cubic yard maximum bin capacity) may be used.</p> <p>Note: We consider excavating a smaller scale form of mechanical dredging.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.	<p>No new excavation or dredging in Atlantic sturgeon or salmon critical habitat (excavation in a prior construction footprint or maintenance dredging is permitted, but still must meet all other PDCs). New excavation or dredging outside Atlantic sturgeon or salmon critical habitat is limited to one-time events (e.g., burying a cable or utility line) and minor (≤2 acres) expansions of areas already subject to prior excavation or maintenance dredging. Locating a replacement bridge within 250 feet (centerline to centerline) of an existing bridge and excavation of sediment around bridge piers are considered work in a previous construction footprint.</p> <p>Note: We consider excavating a smaller scale form of mechanical dredging.</p>

Yes	N/A	PDC #	PDC Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.	Temporary intakes related to construction are prohibited in sturgeon and salmon spawning, rearing, or overwintering habitat during the time of year windows identified in General PDCs 3-5. If utilized outside those areas and times of year and in an area with anticipated sturgeon and salmon presence, temporary intakes must be equipped with 2-millimeter wedge wire mesh screening and must not have greater than 0.5 feet per second intake velocities, to prevent impingement or entrainment of juvenile and early life stages of these species.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	18.	Work behind cofferdams, turbidity curtains, or other instruments that prevent access of animals to the project area is required when ESA-listed species are likely to be present (if presence is limited to rare, transient individuals, access control measures are not necessary). Once constructed, work inside a cofferdam at any time of year may be permitted with NMFS approval, provided the cofferdam is installed/removed outside the time-restricted period.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	19.	No new permanent surface water withdrawal, water intakes, or water diversions.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	20.	Turbidity control measures, including cofferdams, must be designed to not entangle or entrap ESA-listed species.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	21.	Any in-water lines, ropes, or chains must be made of materials and installed in a manner to minimize or avoid the risk of entanglement by using thick, heavy, and taut lines that do not loop or entangle. Lines can be enclosed in a rigid sleeve.

WATER QUALITY/TURBIDITY PDCs			
Yes	N/A	PDC #	PDC Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	22.	In-water offshore disposal may only occur at designated disposal sites that have already been the subject of ESA section 7 consultation with NMFS and where a valid consultation is in place.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	23.	Any temporary discharges must meet state water quality standards (e.g., no discharges of substances in concentrations that may cause acute or chronic adverse reactions, as defined by EPA water quality standards criteria).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	24.	Only repair, upgrades, relocations, and improvements of existing discharge pipes or replacement in-kind are allowed; no new construction of untreated discharges.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	25.	Work behind cofferdams, turbidity curtains, or other instruments to control turbidity is required when operationally feasible and ESA-listed species are likely to be present (if presence is limited to rare, transient individuals, turbidity control methods are not necessary).

HABITAT ALTERATION PDCs			
Yes	N/A	PDC #	PDC Description
<input checked="" type="checkbox"/>	<input type="checkbox"/>	26.	Minimize all new waterward encroachment and permanent fill.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	27.	In Atlantic salmon critical habitat, stream simulation design with a minimum span of 1.2 bankfull width will be used in areas with minimal tidal influence. In tidal areas, a design that allows for unimpeded flow will be used (no delay in water entering or exiting the area upstream of the crossing).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	28.	In Atlantic salmon critical habitat, no culvert end extensions, invert line culvert rehabilitation, or slipline culvert rehabilitation may occur.

VESSEL TRAFFIC PDCs			
Yes	N/A	PDC #	PDC Description
<input checked="" type="checkbox"/>	<input type="checkbox"/>	29.	Maintain project (i.e., construction) vessels operating within the action area to speed limits below 10 knots and dredge vessels to speeds of 4 knots maximum, while dredging.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	30.	Maintain a 1,500-foot buffer between project (i.e., construction) vessels and ESA-listed whales and a 300-foot buffer between project vessels and sea turtles. This also applies to dredge vessels.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	31.	The number of project (construction) vessels must be limited to the greatest extent possible, as appropriate to size and scale of project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	32.	The project must not result in the permanent net increase of commercial vessels.

Justification for NLAA Determination if not Incorporating All PDC

If the project is not in compliance with all of the general and stressor-based PDCs, but you can provide justification and/or special conditions to demonstrate why the project still meets the NLAA determination and is consistent with the aggregate effects considered in the programmatic consultation, you may still certify your project through the NLAA program using this verification form. Please identify which PDCs your project does not meet (e.g., PDC 9, PDC 15, PDC 22, etc.) and provide your rationale and justification for why the project is still eligible for the verification form. Project modifications must not result in different effects not already considered.

To demonstrate that the project is still NLAA, you must explain why the effects on ESA-listed species or critical habitat are **insignificant** (i.e., too small to be meaningfully measured or detected) or **discountable** (i.e., extremely unlikely to occur). **Please use this language in your justification.**

PDC#	Justification
14	<p>No permanent piles would be installed to complete the bridge replacement project. However, approximately 204 piles will be used to support temporary work trestles for a period of about 36 months. These piles will be fully removed once construction is complete. Installation and removal of piles will occur during the November 15 to March 15 in-water work window. The contractor will use a 20-minute "soft start" technique to allow animals an opportunity to leave the project vicinity and move out of range of any potential injury-causing noise before sound pressure increases. Therefore, effects on ESA-listed species are anticipated to be too small to be meaningfully measured or detected, and therefore, insignificant.</p>

FHWA/DOT Verification of Determination (To be filled out by FHWA/DOT staff only)

By submitting this Verification Form, FHWA, or the state DOT as FHWA’s designated non-federal representative, indicates that they determined that the proposed activity described above is not likely to adversely affect (NLAA) ESA-listed species or designated critical habitat under NMFS jurisdiction in accordance with the Program, and all effects (direct, indirect, interrelated, and interdependent) are either insignificant (so small they cannot meaningfully be measured, detected, or evaluated) or discountable (extremely unlikely to occur).

<input type="checkbox"/>	In accordance with the FHWA GARFO NLAA Program, we have determined that the action complies with all applicable PDCs and is not likely to adversely affect listed species.
<input checked="" type="checkbox"/>	In accordance with the FHWA GARFO NLAA Program, we have determined that the action is not likely to adversely affect listed species per the justifications and/or special conditions provided above.
FHWA/DOT Signature: Date:	
Marc G. Laurin	Digitally signed by Marc G. Laurin Date: 2023.05.30 08:26:31 -04'00' 05/30/2023

By providing your determination and signature, you are certifying that to the best of your knowledge the information provided in this form is accurate and based upon the best available scientific information. This form must be filled out and signed by FHWA or state DOT staff, as an officially designated non-federal representative.

GARFO PRD Concurrence (To be filled out by GARFO PRD)

After receiving the Verification Form, GARFO PRD will contact FHWA/DOT with any concerns and indicate whether GARFO PRD concurs with FHWA/DOT’s determination.

<input type="checkbox"/>	In accordance with the FHWA GARFO NLAA Program, GARFO PRD concurs with FHWA/DOT’s determination that the action complies with all applicable PDCs and is not likely to adversely affect listed species or critical habitat.
<input checked="" type="checkbox"/>	In accordance with the FHWA GARFO NLAA Program, GARFO PRD concurs with FHWA/DOT’s determination that the action is not likely to adversely affect listed species or critical habitat per the justifications and/or special conditions provided above.
<input type="checkbox"/>	GARFO PRD does not concur with FHWA/DOT’s determination that the action complies with the applicable PDCs (with or without justifications), and recommends an individual Section 7 consultation to be completed independent from the FHWA GARFO NLAA Program.
GARFO PRD Signature: Date:	
MESA GUTIERREZ.ROOSEVELT.AN DRES.1586982881	Digitally signed by MESA GUTIERREZ.ROOSEVELT.ANDRES.158 6982881 Date: 2023.05.30 10:23:15 -04'00' 05/30/2023



**US Army Corps
of Engineers**®
New England District

WORK-START NOTIFICATION FORM
(Minimum Notice: Two weeks before work begins)

EMAIL TO: Michael Hicks michael.c.hicks@usace.army.mil
and cenae-r@usace.army.mil; or

MAIL TO: Michael Hicks
Regulatory Division
U.S. Army Corps of Engineers, New England District
696 Virginia Road
Concord, Massachusetts 01742-2751

Corps of Engineers Permit No. NAE-2023-01934 was issued to the New Hampshire Department of Transportation. This work is located in the Little Bay on the General Sullivan between Newington and Dover, New Hampshire and authorized the placement of 1,009 square feet of permanent fill in palustrine scrub-shrub wetlands and 17,607 square feet of temporary impacts to tidal waters for the removal and replacement of the General Sullivan Bridge superstructure to create a new pedestrian and non-motorized access bridge over Little Bay between Newington and Dover, New Hampshire.

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

Phone & email: () _____ () _____

Proposed Work Dates: **Start:** _____ **Finish:** _____

Permittee/Agent Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Date Permit Issued: _____ **Date Permit Expires:** _____

FOR USE BY THE CORPS OF ENGINEERS

PM: _____ **Submittals Required:** _____

Inspection Recommendation: _____



**US Army Corps
of Engineers**®
New England District

COMPLIANCE CERTIFICATION FORM
(Minimum Notice: Permittee must sign and return notification
within one month of the completion of work.)

Permit Number: NAE-2023-01934 - General Sullivan Bridge

Project Manager: Michael Hicks

Name of Permittee: New Hampshire Department of Transportation

Permit Issuance Date: See Authorization Letter

Please sign this certification and return it to our office upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

* E-MAIL TO: cenae-r@usace.army.mil; or *
* * * * *
* MAIL TO: Permits and Enforcement Branch C *
* U.S. Army Corps of Engineers, New England District *
* Regulatory Division *
* 696 Virginia Road *
* Concord, Massachusetts 01742-2751 *

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Printed Name

Date of Work Completion

() _____
Telephone Number

() _____
Telephone Number

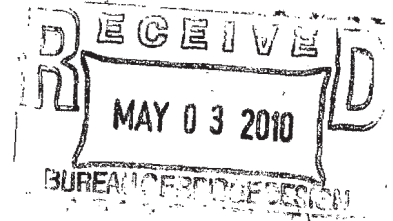


*MWR
5/3/10*

16591/0.1/Little Bay/NH

APR 28 2010

Mr. Mark W. Richardson, P.E.
Administrator, Bureau of Bridge Design
New Hampshire Department of Transportation
John O. Morton Building
7 Hazen Drive, PO Box 483
Concord, NH 03302-0483



Dear Mr. Richardson:

Enclosed is Bridge Permit 5a-82-1 dated April 20, 2010 approving the location and modification of the Little Bay Bridge across Little Bay, mile 0.1, between Newington and Dover, New Hampshire.

Permanent navigational lights shall be installed in accordance with Part 118 of Title 33, Code of Federal Regulations. Plans for the navigational lights should be submitted to this office for approval at an early date. Drawings showing location and arc of visibility of the lights should be shown in elevation and plan view on 8 1/2" x 11" sheets. Approved prints will be returned to you. The bridge lighting manual may be accessed via internet at: <http://www.uscg.mil/hq/cg5/cg5411/Lighting.pdf> for your assistance. Permanent navigational lighting shall be operational upon completion of bridge construction.

During the periods of construction, each pier, abutment or other obstruction may be required to be lighted for the safety of navigation. This office shall be contacted during construction plan development for a determination of temporary lighting needs.

This office shall be notified 30 days prior to the actual commencement and completion of the bridge work so that appropriate announcements may be prepared for our Local Notice To Mariners publication.

Please note that condition six of the permit requires removal of all parts of the existing bridge which are not integral to the proposed bridge.

The proposed construction work is approved subject to these provisions:

- a. Preferably 30 days, but at least 14 days prior to the commencement of any work in the waterway, two copies of the contractor's plan, schedule, and sequence of operations, approved by your office, shall be submitted to this office for approval. In addition, a sketch of the project area shall be submitted showing the following: 1) the waterway, 2) the bridge, 3) the location of any barges or restrictions that will be placed in the water, 4) detailed description of any scaffolding or netting to be used, and 5) the placement, type,

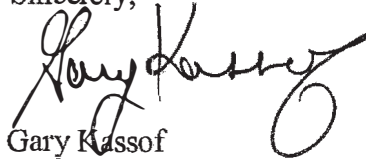
and dimensions of cofferdams, if used, with the method of screening silt from dewatering operations. The schedule should also include the daily hours of operation and should indicate whether waterborne equipment will remain in the waterway at night. The contractor will be required to comply with all provisions of the Inland Navigation Rules, copies of which are available from the Superintendent of Documents, U.S. Government Printing Office, P.O. Box 371954, Pittsburgh, PA 15250. One copy of the plan and schedule of operations, approved by this office, will be returned to you with our approval stamp and comments as appropriate.

- b. Black and white, 8 1/2" x 11" photographs of the completed bridge, taken from the mariner's perspective both up and downstream of the bridge, are requested for record purposes.
- c. The as-built clearances shall be certified in writing to this office by a responsible official of the permittee, a licensed surveyor or a registered professional engineer upon completing bridge work.
- d. It is the permittee's responsibility to ensure that channel depths are not affected by this work. Any material, machinery or equipment lost, dumped, thrown into, or otherwise entering the waterway must be removed immediately. If immediate removal is impractical and the object entering the waterway could possibly obstruct or hazard navigation, the object must be marked immediately to protect navigation and the Coast Guard shall be notified as soon as possible. Such notification shall give the location and type of obstruction and the navigational markings installed. Upon project completion, the permittee or registered professional engineer shall certify that the waterway depths have not been impaired and that the waterway is clear of materials or debris resulting from bridge construction.
- e. Spillage of oil and hazardous substances is specifically prohibited by Section 311 of the Clean Water Act, as amended. Measures including properly maintaining construction equipment, designating fuel/hazardous substances handling areas to allow spills to be contained before reaching the waterway, instructing personnel not to dispose of oil/hazardous substances into drains or into the waterway directly, and other necessary procedures should be implemented to prevent spillage. If oil/hazardous substances are spilled into the waterway in spite of such planning, the U.S. Coast Guard is to be notified immediately at 800-424-8802. An adequate supply of absorbent material should be readily accessible to soak up any possible spillage pending Coast Guard arrival. The use of chemical dispersing agents and emulsifiers is not authorized without prior, specific, federal approval.
- f. Should archaeological resources be encountered during construction operations, the work shall cease and this office and the New Hampshire State Historic Preservation Office shall be consulted for possible recovery of those resources.

Should the permittee fail to ensure that the contractor complies with these requirements and should the Federal Government be required to take action for the protection of navigation, the Government reserves the right to recover the cost for such work from the permittee, the contractor, or both, as applicable.

The Government assumes no responsibility for any damages sustained or caused by the contractor's equipment or barges being anchored or moored at the aforementioned location. Also, this approval shall not act as a waiver of liability for any damage that may result from the applicant's operation.

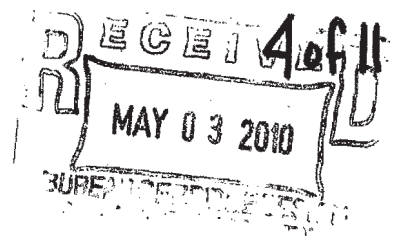
Sincerely,



Gary Kassof
Bridge Program Manager
First Coast Guard District
By direction of the District Commander

Encl: 1) Copy of Bridge Permit 5a-82-1 dated April 20, 2010 w/approved plans
2) USCG Record of Decision dated April 20, 2010

Copy: COE New England District w/ enclosure 1 & 2
Sector NNE w/enclosure 1 & 2
NOS, Rockville, MD w/enclosure 1



BRIDGE PERMIT
AMENDMENT
(5a-82-1)

APR 20 2010

WHEREAS by a permit issued on 24 April 1964, the Secretary of the Army approved the location and plans of a bridge to be constructed by the State of New Hampshire across Little Bay between Newington and Dover, New Hampshire, under authority of the General Bridge Act of 1946, as amended, and that the bridge was constructed;

AND WHEREAS said act, as amended, transferred to and vested in the Secretary of Homeland Security the functions, powers and duties of the Secretary of the Army pertaining to the approval of plans for bridges over the navigable waters of the United States, and the Secretary of Homeland Security has delegated these functions, powers and duties to the Commandant, U. S. Coast Guard by Department of Homeland Security Delegation Number: 0170.1;

AND WHEREAS by the permit, as amended 14 May 1982, the Commandant granted to the State of New Hampshire, approval of plans indicating modification to the bridge;

AND WHEREAS condition 1 of that permit, as amended, provides that no deviation from the approved plans may be made either before or after completion of the structure unless the modification of said plans has previously been submitted to and received the approval of the Commandant and the - **STATE OF NEW HAMPSHIRE** - now has submitted for approval revised plans indicating further modification to the bridge by modifying the existing bridge and adding a new southbound bridge;

NOW THEREFORE, This is to certify that plan sheets 1 and 2 (of 5) dated July 2009, sheets 3 and 5 dated April 2010 and sheet 4 dated February 2010 hereby approved supersede the plans previously approved. In granting this approval, all conditions to which the permit, as amended, was subject are superseded by the following conditions:

1. No deviation from the approved plans may be made either before or after completion of the structure unless the modification of said plans has previously been submitted to and received the approval of the Commandant.

**Modification of the Little Bay Bridge across Little Bay
between Newington and Dover, New Hampshire**APR 20 2010
5 of 11
BRIDGE PERMIT
**AMENDMENT
(5a-82-1)**

2. The construction of falsework, cofferdams or other obstructions, if required, shall be in accordance with plans submitted to and approved by the Commander, First Coast Guard District, prior to modification of the bridge. All work shall be so conducted that the free navigation of the waterway is not unreasonably interfered with and the present navigable depths are not impaired. Timely notice of any and all events that may affect navigation shall be given to the District Commander during modification of the bridge. The channel or channels through the structure shall be promptly cleared of all obstructions placed therein or caused by the modification of the bridge to the satisfaction of the District Commander, when in the judgment of the District Commander the modification work has reached a point where such action should be taken.

3. Issuance of this permit amendment does not relieve the permittee of the obligation or responsibility for compliance with the provisions of any other law or regulation as may be under the jurisdiction of any federal, state or local authority having cognizance of any aspect of the location, modification or maintenance of said bridge.

4. A bridge fendering system shall be installed and maintained in good condition by and at the expense of the owner of the bridge when so required by the District Commander. Said installation and maintenance shall be for the safety of navigation and be in accordance with plans submitted to and approved by the District Commander prior to its construction.

5. Clearance gauges shall be installed and maintained in a good and legible condition by and at the expense of the owner of the bridge when so required by the District Commander. The type of gauges and the locations in which they are to be installed will be submitted to the District Commander for approval.

6. All parts of the existing to-be-modified Little Bay Bridge across Little Bay, mile 0.1, not utilized in the new modified bridge shall be removed in their entirety and the waterway cleared to the satisfaction of the District Commander when in the judgment of the District Commander the modification work has reached a point where such action should be taken.

7. When the bridge is no longer used for transportation purposes, it shall be removed in its entirety or to an elevation deemed appropriate by the District Commander and the waterway cleared to the satisfaction of the District Commander. Such removal and clearance shall be completed by and at the expense of the owner of the bridge upon due notice from the District Commander.

**Modification of the Little Bay Bridge across Little Bay
between Newington and Dover, New Hampshire**

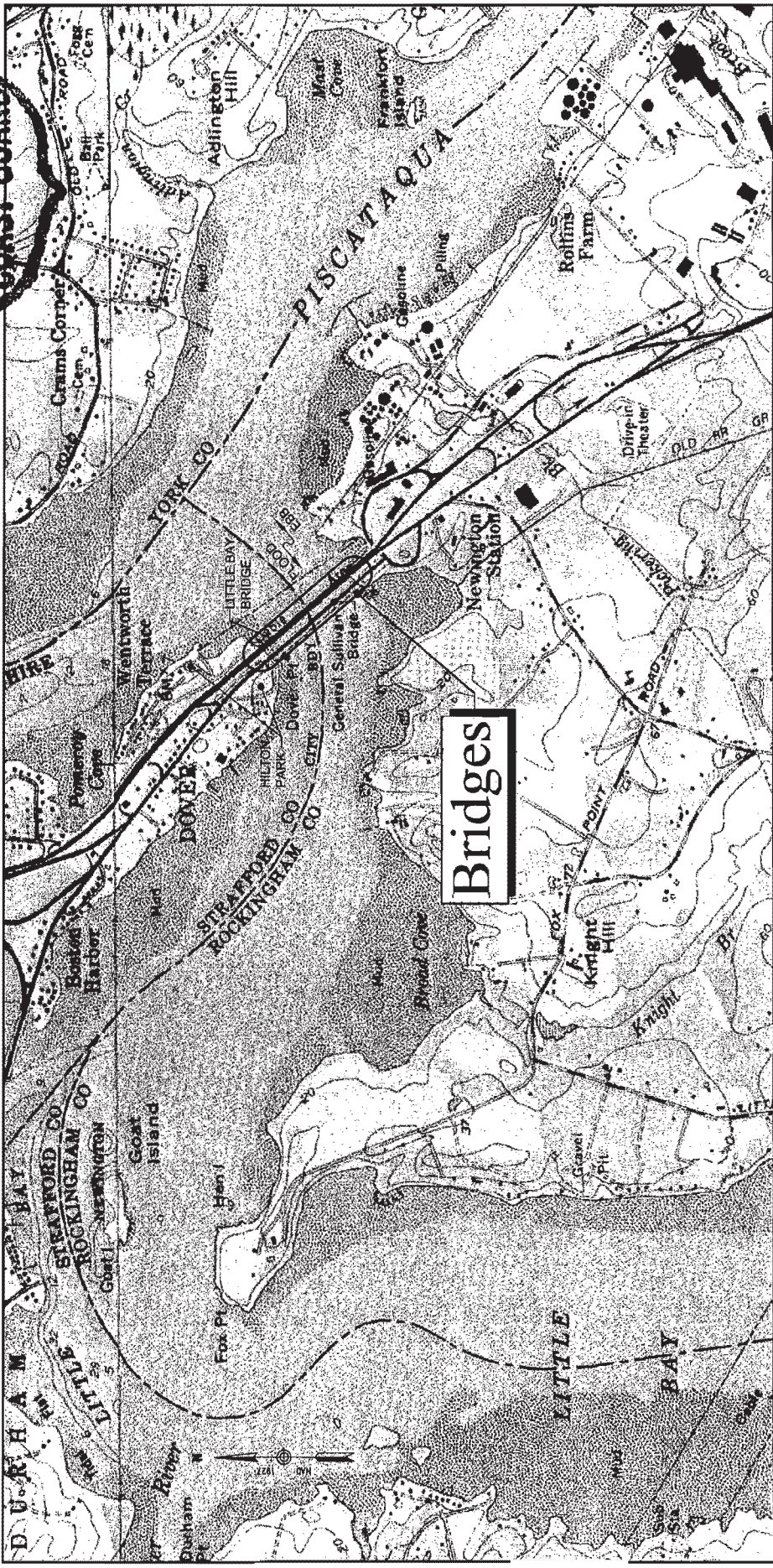
APR 20 2010 *6 of 11*
BRIDGE PERMIT
AMENDMENT
(5a-82-1)

8. The approval hereby granted shall cease and be null and void unless modification of the bridge is commenced within three years and completed within seven years after the date of this permit amendment.



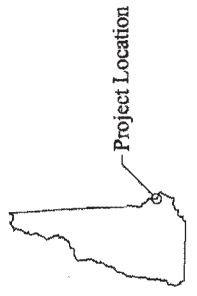
HALA ELGAALY, P.E.
Administrator, Bridge Program
U. S. Coast Guard
By direction of the Commandant

APPROVED
 APR 20 2010
 (5a-2a-1)
U.S. COAST GUARD



Source: USGS Quadrangle Portsmouth, NH & Dover East, NH - NGVD 1929

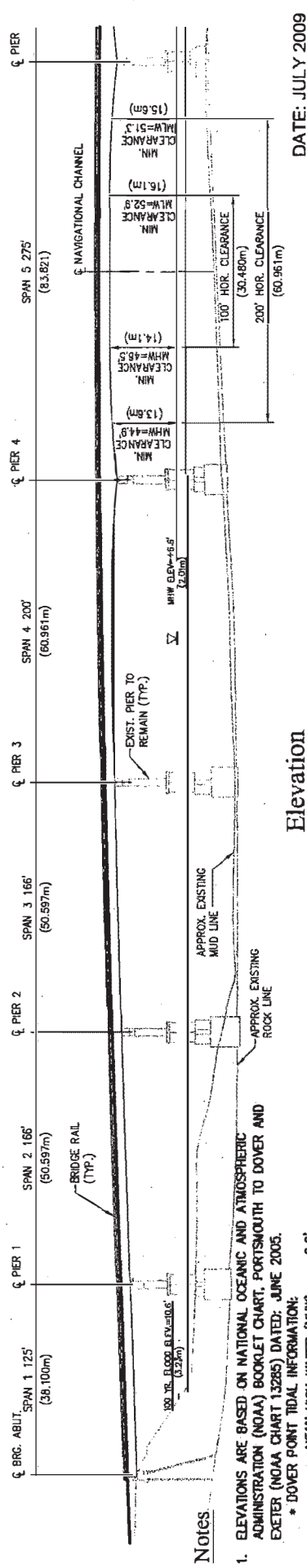
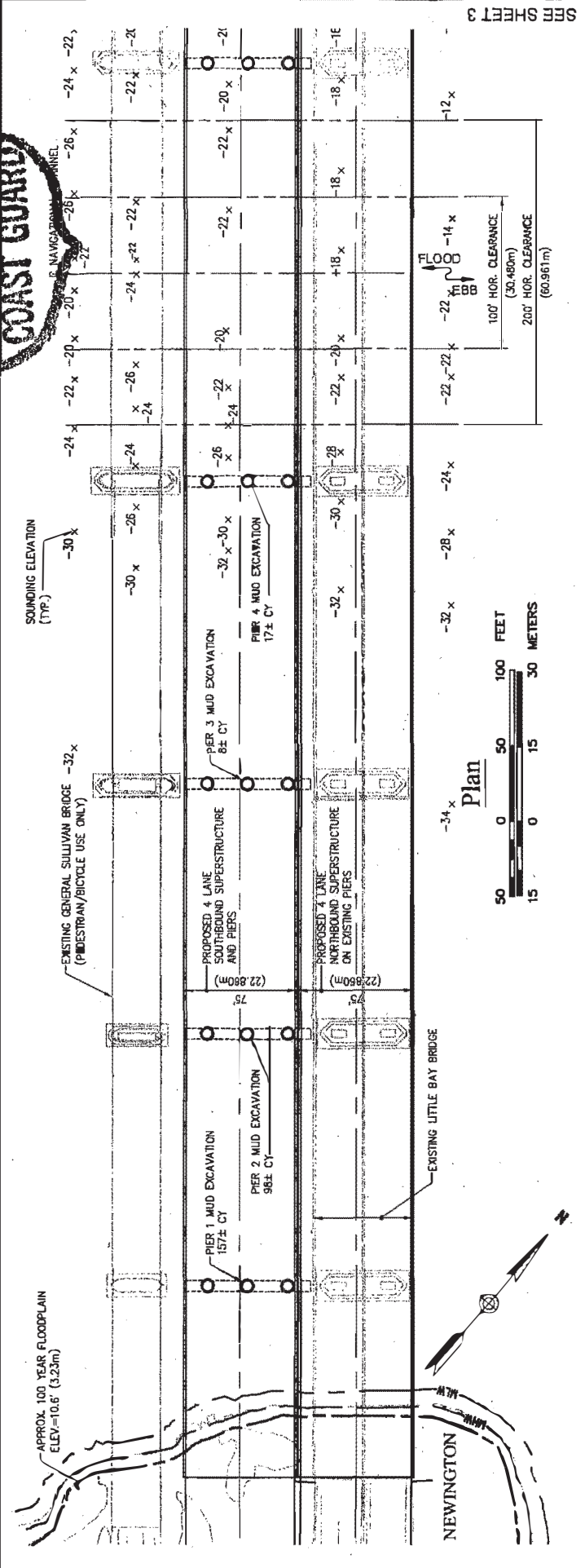
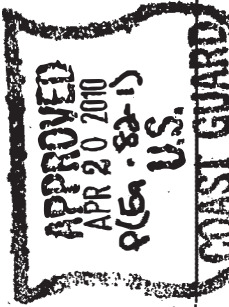
Vicinity Map



State of New Hampshire

DATE: JULY 2009

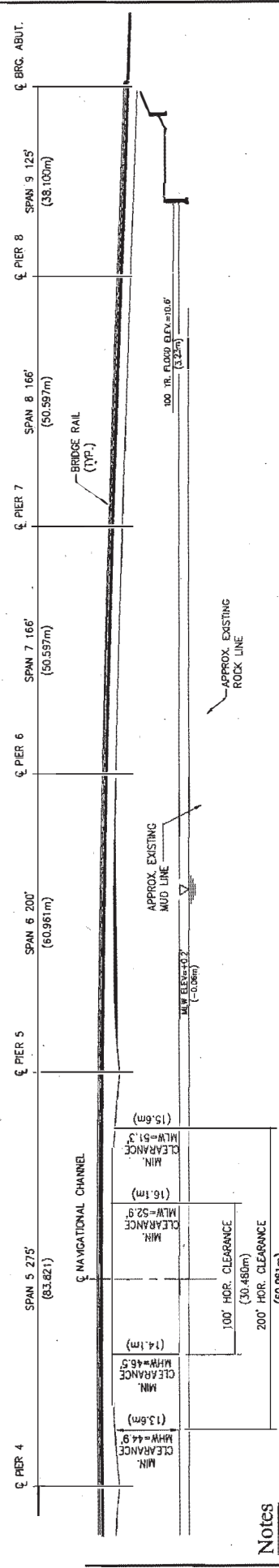
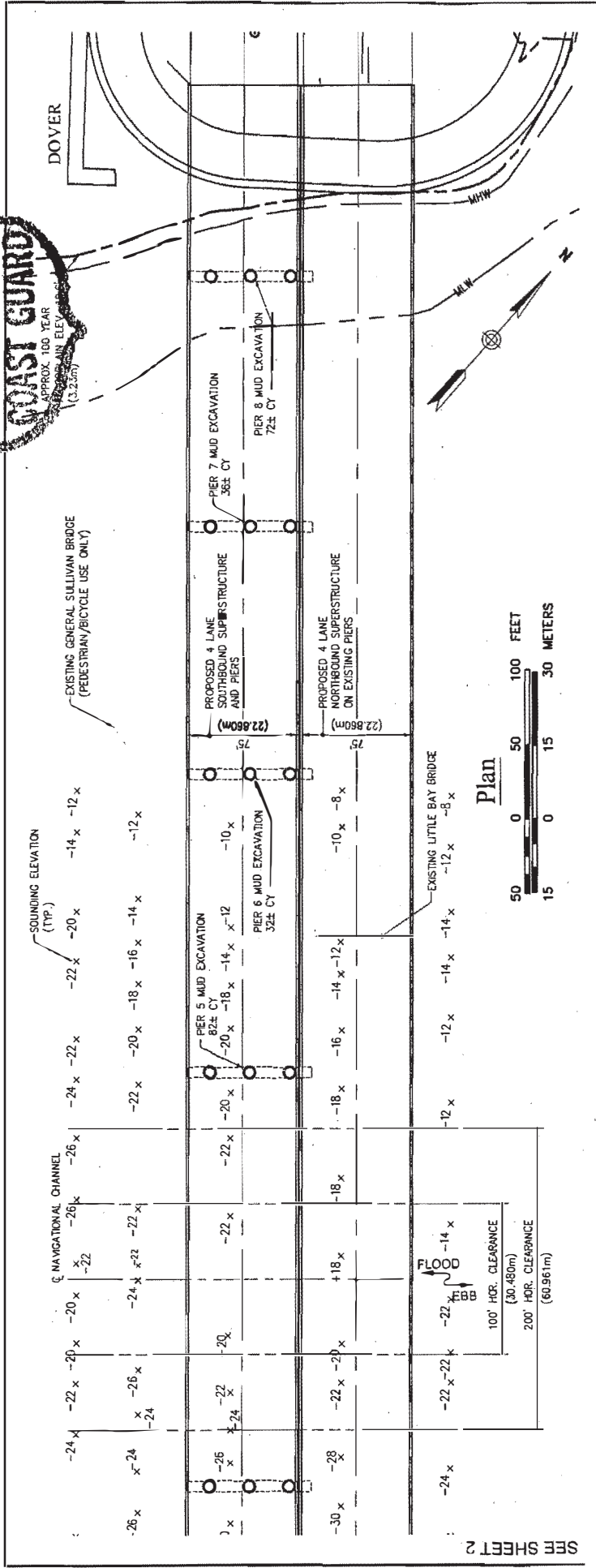
TOWN OF NEWINGTON, NH CITY OF DOVER, NH	Spaulding Turnpike, U.S. Rte 4, N.H. Rte 16 Little Bay Bridges over Little Bay, Mile Point 0.1 (0.16 km) Newington / Dover Rockingham / Strafford County New Hampshire	SHEET NUMBER 1
STATE No. 11238 FED. No. NHS-027-1(37)	U.S. COAST GUARD PERMIT PLANS	
1 OF 5		



- Notes**
- ELEVATIONS ARE BASED ON NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) BOOKLET CHART, PORTSMOUTH TO DOVER AND EXETER (NOAA CHART 13285) DATED: JUNE 2005.
 - DOVER POINT TIDAL INFORMATION:
 - MEAN HIGH WATER (MHW) = 6.6'
 - MEAN LOW WATER (MLW) = 0.2'
 - 100 YR. FLOOD ELEVATION = 10.6'
 - SOUNDING ELEVATIONS ARE INTERPRETED FROM AS-BUILT SUBSTRUCTURE PLANS, EASTERN NH TURNPIKE BRIDGE OVER LITTLE BAY, STATE PROJECT #7041-A, DATED NOV. 9, 1966, SHEET 9 OF 11.
 - THE LITTLE BAY BRIDGES ARE LOCATED 0.1 MILES UPSTREAM OF THE PISCATAQUA RIVER.

DATE: JULY 2009

TOWN OF NEWINGTON, NH CITY OF DOVER, NH	STATE No. 11238 FED. No. NHS-027-1(37)	SPaulding Turnpike, U.S Rte 4, N.H. Rte 16 Little Bay Bridges over Little Bay, Mile Point 0.1 (0.16 km) Newington / Dover Rockingham / Strafford County New Hampshire	SHEET NUMBER 2
		U.S. COAST GUARD PERMIT PLANS	2 OF 5



Notes

- ELEVATIONS ARE BASED ON NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) BOOKLET CHART, PORTSMOUTH TO DOVER AND EXETER (NOAA CHART 13285) DATED: JUNE 2005.
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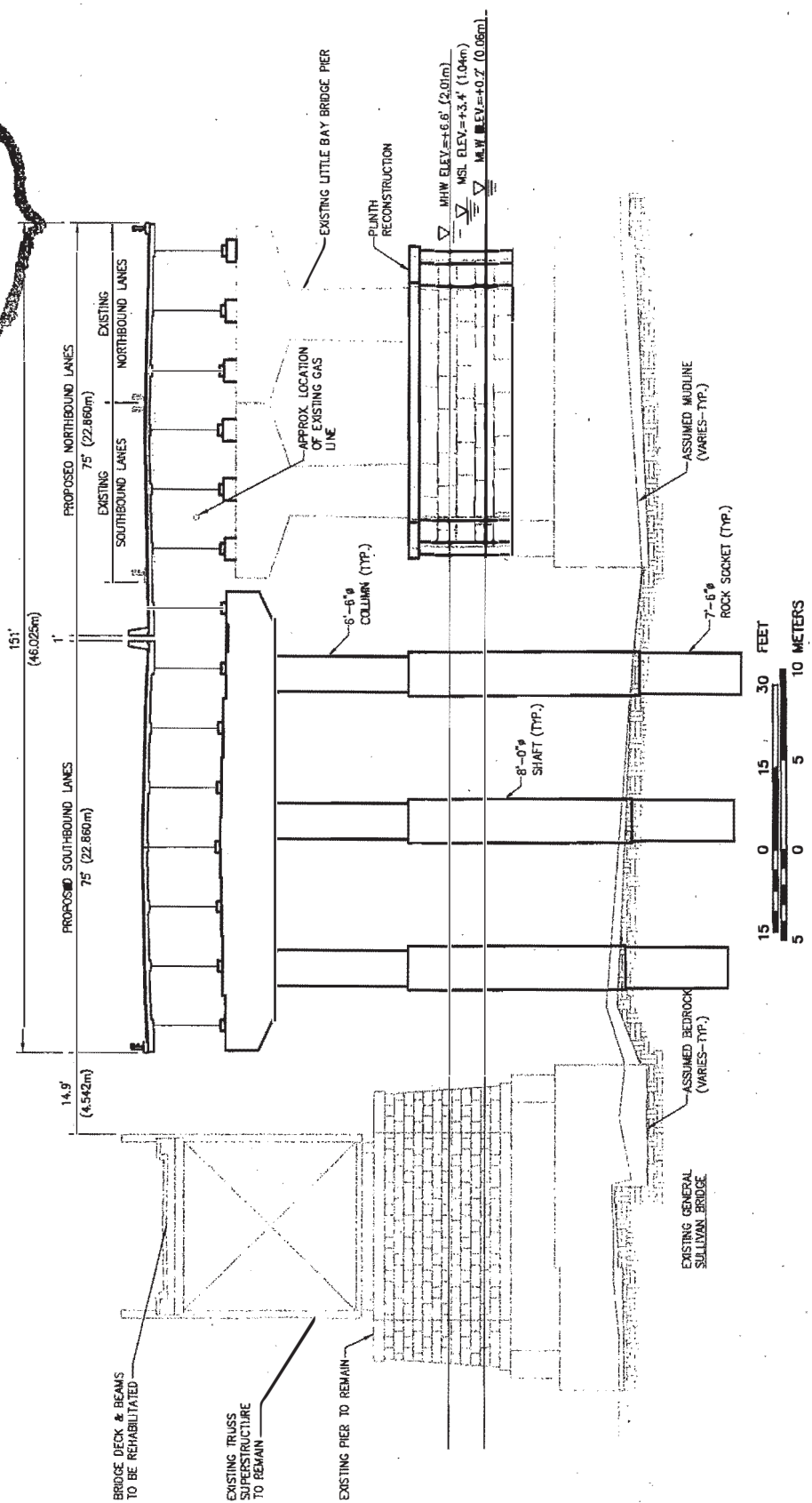
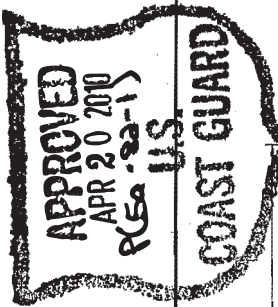
TOWN OF NEWINGTON, NH CITY OF DOVER, NH	STATE No. 11238 FED. No. NHS-027-1(37)
Spaulding Turnpike, U.S Rte 4, N.H. Rte 16 Little Bay Bridges over Little Bay, Mile Point 0.1 (0.16 km) Newington / Dover Rockingham / Strafford County New Hampshire	
U.S. COAST GUARD PERMIT PLANS	

DATE: APRIL 2010

SHEET NUMBER **3**

3 OF 5

9 of 11



Notes

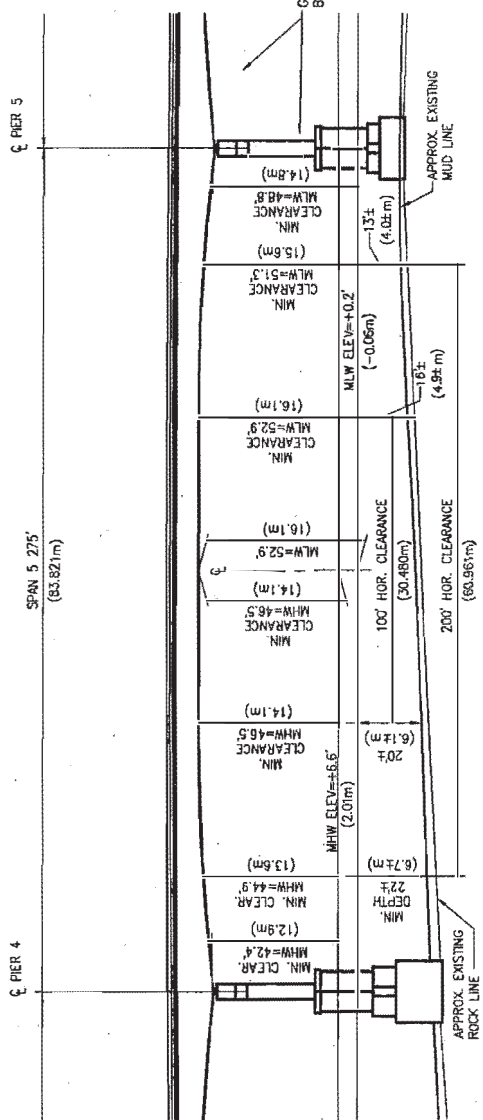
- ELEVATIONS ARE BASED ON NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) BOOKLET CHART, PORTSMOUTH TO DOVER AND EXETER (NOAA CHART 13285) DATED: JUNE 2005.
 * DOVER POINT TIDAL INFORMATION:
 - MEAN HIGH WATER (MHW) = 6.6'
 - MEAN LOW WATER (MLW) = 0.2'
- THE BEDROCK, MUDLINE, AND EXISTING FOUNDATION CONFIGURATION IS BASED ON LIMITED INFORMATION FROM EXISTING BRIDGE PLANS AND BORINGS TAKEN BY NHDOT ON OCTOBER 30, 2008.

Pier Elevation

(PIER 4 SHOWN, OTHERS TYP.)

DATE: FEBRUARY 2010

TOWN OF NEWINGTON, NH CITY OF DOVER, NH	Spaulding Turnpike, U.S Rte 4, N.H. Rte 16 Little Bay Bridges over Little Bay, Mile Point 0.1 (0.16 km) Newington / Dover Rockingham / Strafford County New Hampshire	SHEET NUMBER 4
STATE No. 11238 FED. No. NHS-027-1(37)	U.S. COAST GUARD PERMIT PLANS	
		4 OF 5



Northbound
 - NEW SUPERSTRUCTURE ON EXISTING PIERS
Southbound
 - NEW SUPERSTRUCTURE ON NEW SUBSTRUCTURE

Little Bay Bridge Elevation
 LOOKING WEST



DATE: APRIL 2010

SHEET NUMBER
5
 5 OF 5

Spaulding Turnpike, U.S. Rte 4, N.H. Rte 16 Little Bay Bridges
 over Little Bay, Mile Point 0.1 (0.16 km)
 Newington / Dover Rockingham / Strafford County New Hampshire

TOWN OF NEWINGTON, NH
 CITY OF DOVER, NH

STATE No. 11238
 FED. No. NHS-027-1(37)

U.S. COAST GUARD PERMIT PLANS

Notes

- ELEVATIONS ARE BASED ON NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) BOOKLET CHART, PORTSMOUTH TO DOVER AND EXETER (NOAA CHART 13285) DATED: JUNE 2005.
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- THE BEDROCK, MUDLINE, AND EXISTING FOUNDATION CONFIGURATION IS BASED ON LIMITED INFORMATION FROM EXISTING BRIDGE PLANS AND BORINGS TAKEN BY NHDOT ON OCTOBER 30, 2008.



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

September 11, 2023

NH DEPT OF TRANSPORTATION
ATTN: ANDREW O'SULLIVAN
7 HAZEN DR
CONCORD NH 03302

**Re: Approved Standard Dredge and Fill Wetlands Permit Application – Required Payment to Aquatic Resource Mitigation Fund (RSA 482-A)
NHDES File Number: 2023-00601
Subject Property: Spaulding Turnpike – General Sullivan Bridge (NH Rte 16), Newington, Tax Map #ROW, Lot #ROW**

Dear Mr. O'Sullivan:

On July 11, 2023, the New Hampshire Department of Environmental Services (NHDES) Wetlands Bureau approved the above-referenced Standard Dredge and Fill Wetlands Permit Application to impact a total of 71,948 square feet (SF) (3,751 SF permanent and 68,197 SF temporary) of tidal waters, stream bank, previously developed upland tidal buffer zone, and palustrine scrub-shrub wetland for the removal and replacement of the General Sullivan Bridge superstructure to create a new pedestrian and non-motorized access bridge over Little Bay. Existing bridge piers will be reused in-kind. Compensatory Mitigation for the wetlands impacts is in the form of a one-time payment of \$243,106.44 to the NHDES Aquatic Resource Mitigation (ARM) Fund.

This approval is contingent on the following conditions being met:

1. In accordance with Env-Wt 307.16, all work shall be done in accordance with plans for NHDOT NH Project No. 11238S, Newington-Dover - General Sullivan Bridge over Little Bay (Bridge No. 200/023) dated March 6, 2023, as received by the Department on March 16, 2023.
2. The issuance of the posting permit for this project is contingent on submittal of a check in the amount of \$243,106.44 to the Aquatic Resource Mitigation Fund by the applicant as calculated per Env-Wt 803.07 and RSA 482-A:30.
3. In accordance with Env-Wt 314.03, (a), the permittee shall notify NHDES in writing at least one week prior to commencing any work under the permit.
4. In-water work of causeways and trestle piles shall be installed and stabilized within the in-water work window for tidal waters of between November 15 and March 15, to protect anadromous fish as required by Env-Wt 307.06.
5. In accordance with Env-Wt 307.07, all development activities associated with any project shall be conducted in compliance with applicable requirements of RSA 483-B and Env-Wq 1400 during and after construction.
6. In accordance with Env-Wt 307.04, NHDOT shall notify and coordinate with the NHDES Shellfish Program prior to commencing work and any time there is work within tidal waters.
7. Restoration of all temporary impacts shall meet all of the conditions listed in Rule Env-Wt 307.12(a) through (i).
8. In accordance with Env-Wt 527.05, this permit shall be contingent on review and approval by NHDES of final stream diversion/dewatering and erosion control plans that detail the timing and method of stream flow diversion/dewatering during construction and show temporary siltation, erosion, and turbidity control measures to be implemented in areas under the jurisdiction of RSA 482-A.
9. In accordance with Env-Wt 307.03(c)(2), water quality control measures shall be comprised of wildlife-friendly

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

NHDES Main Line: (603) 271-3503 • Subsurface Fax: (603) 271-6683 • Wetlands Fax: (603) 271-6588

TDD Access: Relay NH 1 (800) 735-2964

erosion control materials.

10. All work shall be conducted and maintained in in compliance with the water quality protection conditions specified in Rule Env-Wt 307.03(a) through (h).
11. In accordance with Env-Wt 307.05(e), to prevent the use of soil or seed stock containing nuisance or invasive species, the contractor responsible for work shall follow Best Management Practices for the Control of Invasive and Noxious Plant Species (Invasive Plant BMPs).
12. Restoration of all temporary impacts shall meet all of the conditions listed in Rule Env-Wt 307.12(a) through (i).
13. In accordance with Env-Wt 307.03(g)(1), the person in charge of construction equipment shall inspect such equipment for leaking fuel, oil, and hydraulic fluid each day prior to entering surface waters or wetlands or operating in an area where such fluids could reach groundwater, surface waters, or wetlands.
14. In accordance with Env-Wt 307.03(g)(2), the person in charge of construction equipment shall repair any leaks prior to using the equipment in an area where such fluids could reach groundwater, surface waters, or wetlands.
15. In accordance with Env-Wt 307.03(g)(3) and (4), the person in charge of construction equipment shall maintain oil spill kits and diesel fuel spill kits, as applicable to the type(s) and amount(s) of oil and diesel fuel used, on site so as to be readily accessible at all times during construction; and train each equipment operator in the use of the spill kits.
16. In accordance with Env-Wt 307.18(c), within 60 days of completion of construction, the applicant shall submit to the department a report that describes the monitoring conducted and date(s) of inspections, and includes photos showing the extent of jurisdictional impacts, areas of restoration, and progress of any plantings shall be submitted to the department.

This approval is based on the following findings:

1. This is a Major Project per New Hampshire Administrative Rule Env-Wt 407.03, Table 407-1 having more than 10,000 square feet of impacts to jurisdictional area.
2. The removal and replacement of the General Sullivan Bridge project is to provide recreational pedestrian and non-motorized vehicular access across Little Bay between Dover and Newington.
3. The Dover Conservation Commission and the Newington Conservation Commission did not submit comments to NHDES.
4. The NH Natural Heritage (NHB22-3557) database has been checked which identified multiple species within the flagged project area. The New Hampshire Fish & Game (NHFG) project recommendations have been included as permit conditions and the applicant has provided documentation of coordination with NHFG. The applicant completed surveys for rare plants and has provided documentation of coordination with NH Natural Heritage Bureau.
5. The Federal Highway Administration and NHDOT completed a Supplemental Environmental Impact Statement to evaluate the General Sullivan Bridge rehabilitation along with other alternatives. A combined Final Supplemental Environmental Impact Statement and Supplemental Record of Decision was issued in February 2022. The selected alternative proposal is replacement of the General Sullivan Bridge superstructure with minor repairs to the substructure masonry.
6. The project was reviewed at the April 18, 2018, June 19, 2019, and October 19, 2022, Natural Resource Agency Meetings which confirmed that the project requires compensatory mitigation.
7. The department has determined a one-time payment of \$243,106.44 dollars into the Aquatic Resource Mitigation Fund ("ARM") will satisfy compensatory mitigation requirements for loss of wetland functions and values associated with this project.

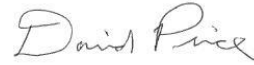
Pursuant to RSA 482-A:28, **this approval is contingent on receipt of a one-time in-lieu mitigation payment of \$243,106.44 to the NHDES Aquatic Resource Mitigation (ARM) Fund.** In accordance with Env-Wt 803.11(c)(2) and Env-Wt 807.01(b), if NHDES has not received the in-lieu mitigation payment within 120 days of this letter, or by January 9, 2024, NHDES will deny the application. Please include a copy of this letter with the payment.

In accordance with RSA 482-A:10, RSA 21-O:14, and Rules Env-WtC 100-200, **any person aggrieved by this decision may file a Notice of Appeal directly with the NH Wetlands Council (Council) within 30 days of the decision date, July 11, 2023.** Every ground claiming the decision is unlawful or unreasonable must be fully set forth in the Notice of Appeal.

Only the grounds set forth in the Notice of Appeal are considered by the Council. Information about the Council, including Council Rules, is available at <https://nhec.nh.gov/wetlands/index.htm>. For appeal related issues, contact the Council Appeals Clerk at (603) 271-6072.

If you have any questions, please contact me directly at David.Price@des.nh.gov or (603) 559-1514.

Sincerely,



David Price
East Region Supervisor, Wetlands Bureau
Land Resources Management, Water Division

cc: Dover Municipal Clerk/Conservation Commission
Newington Municipal Clerk/Conservation Commission

ec: Emily Nichols, Mitigation Fund Program Manager, NHDES Wetlands Bureau
Marc Lauren, NHDOT Bureau of Environment



**SHORELAND PERMIT BY NOTIFICATION (PBN)
NOTIFICATION FORM**
Water Division/Land Resources Management
Shoreland Program
Check the Status of your PBN



RSA/Rule: RSA 483-B/Env-Wq 1400

	Administrative Use Only	<input checked="" type="checkbox"/> PBN Accepted, Expires: 06/27/2028	Reviewer's Initials: AF
		<input type="checkbox"/> PBN Rejected	
		File No.: 202301711	Amount: 400
		Check No.: 6041	

This form requests authorization to excavate, fill, or construct new structures within the protected shoreland, which is 250 feet landward of the reference line of public waters, as regulated under RSA 483-B. Refer to the cover sheet to determine your eligibility to use this form in lieu of the standard Shoreland Permit Application. **Please note:** Notification packages missing required components will be rejected and the fee will not be returned.

SECTION 1 - PROPERTY OWNER (RSA 483-B:5-b; Env-Wq 1406.17)			
LAST NAME, FIRST NAME, M.I.: New Hampshire Department of Transportation			
MAILING ADDRESS: 7 Hazen Drive, PO Box 483	TOWN/ CITY: Concord	STATE: NH	ZIP CODE: 03302
PHONE: 603-271-3401	EMAIL: jennifer.e.reczek@dot.nh.gov		
SECTION 2 - PROJECT LOCATION (RSA 483-B:5-b; Env-Wq 1406.17)			
ADDRESS: Spaulding Turnpike (NH Route 16)	TOWN/ CITY: Newington & Dover	STATE: NH	ZIP CODE: 03801
WATERBODY NAME: Little Bay	TAX MAP/ LOT: NHDOT Right-of-Way		
SECTION 3 - CONTRACTOR OR AGENT (Env-Wq 1406.17)			
LAST NAME, FIRST NAME, M.I.: Walker, Peter J.			
MAILING ADDRESS: 2 Bedford Farms Dr, Suite 200	TOWN/ CITY: Bedford	STATE: NH	ZIP CODE: 03110
PHONE: 603-391-3900	EMAIL: pwalker@vhb.com		
SECTION 4 - PROJECT DESCRIPTION (Env-Wq 1406.17)			
Provide a brief description of the proposed project including square footage of impacts and dimensions of new structures.			
The New Hampshire Department of Transportation proposes to remove and replace the superstructure of the General Sullivan Bridge (GSB) in Newington and Dover spanning Little Bay. NHDOT has submitted a NHDES Standard Dredge and Fill Wetlands Permit Application (File #2023-601). Proposed impacts beyond the 100-foot Tidal Buffer Zone and within the 250-foot Protected Shoreland include construction access and staging in Newington and Dover, in-kind pathway reconstruction in Newington, and installation of conduit for a future potable water line installation beneath the existing pathway in Newington.			
TOTAL SQUARE FEET OF IMPACT: 25,225 TOTAL SQUARE FEET OF NET CHANGE IN <u>IMPERVIOUS</u> AREA: 0			
Total impact area is determined by the sum of all areas disturbed by excavation, fill, and construction. Examples include, but are not limited to: constructing new driveways, constructing new structures, removing or replacing structure foundations, grading, and installing a new septic system or well.			

shoreland@des.nh.gov or (603) 271-2147

NHDES Shoreland Program, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

www.des.nh.gov

SECTION 5 - PBN CRITERIA (RSA 483-B:5-b; Env-Wq 1406.05)	
Check one of the following project type criteria.	
<input type="checkbox"/> 1. This project impacts less than 1,500 square feet in total, with a net increase in impervious area, if any, of no more than 900 square feet. <i>PBN Impact Limit: 1,500 square feet/ Fee: \$400.</i>	
<input type="checkbox"/> 2. This project is proposed for the purpose of stormwater management improvements, erosion control, or environmental restoration or enhancement. <i>PBN Impact Limit: None/ Fee: \$200.</i>	
<input checked="" type="checkbox"/> 3. The project is for the maintenance, repair, and improvement of public utilities, public roads, and public access facilities. <i>PBN Impact Limit: None/ Fee: \$400.</i>	
<input type="checkbox"/> 4. The project consists of geotechnical borings, test wells, drinking water wells or is a site remediation project and meets the requirements of Env-Wq 1406.05. <i>PBN Impact Limit: None / Fee: \$400.</i>	
SECTION 6 - FEE (RSA 483-B:5-b; Env-Wq 1406.16)	
Consult Section 5 to determine fee. Make checks and money orders payable to "Treasurer - State of NH". Undated checks cannot be accepted. TOTAL FEE: \$400	
SECTION 7 - PHOTOS (RSA 483-B:5-b; Env-Wq 1406.16)	
<input checked="" type="checkbox"/> Dated photographs of each area proposed to be impacted are required for all projects.	
SECTION 8 - PLAN REQUIREMENTS (RSA 483-B:5-b; Env-Wq 1406.16)	
Check YES or NO to all statements, and review the applicable plan requirements. If your plans do not include the information that is required, your notification will be rejected.	
<input checked="" type="checkbox"/> YES	Required for all projects: A clear and detailed plan of work depicting, at a minimum, all impact areas, the reference line , and property lines. Plans that are not to scale must show all relevant dimensions and distances from the reference line and dimensions.
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	This project proposes an increase in impervious (i.e. non-permeable) area. Plans must include the dimensions and locations of all existing and proposed impervious surfaces on the lot that are within 250 feet of the reference line. Decks are typically considered impervious.
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	< 20% This project proposes an increase in impervious area, and the total post-construction impervious area on the lot within 250 feet of the reference line will not exceed 20%.
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	20 – 30% This project proposes an increase in impervious area such that the total impervious area of the lot within 250 feet of the reference line will be greater than 20% but less than 30%. Plans must include a stormwater management system that will infiltrate increased stormwater runoff from development per RSA 483-B:9, V(g)(2) and in accordance with Env-Wq 1500 .
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	> 30% This project proposes an increase in impervious area such that the total impervious area on the lot within 250 feet of the reference line will be greater than 30%. Plans must include a stormwater management system designed and certified by a professional engineer to account for all new development, and plans must demonstrate how the vegetation point score is met per RSA 483-B:9, V(g)(1,3) .
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	This project proposes impacts within 50 feet of the reference line. Plans and photos must show each area of the waterfront buffer that will be impacted, including groundcover, and calculate the tree and sapling point scores in accordance with the Vegetation Management Fact Sheet . N/A - Addressed in NHDES Wetlands Permit File #2023-601
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	This project proposes impacts between 50 and 150 feet of the reference line. Plans must depict the 25% area of the woodland buffer to be designated and maintained as natural woodland. See the Vegetation Management Fact Sheet . Impacts between 50-100 feet have been addressed in NHDES Wetlands Permit File #2023-601

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NHDES Shoreland Program, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

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<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<p>This project proposes to install or expand an <u>accessory structure</u>, such as a patio or shed, within 50 feet of the reference line. All plans <i>must</i> demonstrate that the height, size, and setback limitations for accessory structures will be met. These limitations are described within the <u>Accessory Structure Fact Sheet</u>.</p> <p>The <u>shoreland frontage</u> on this lot is: linear feet. <input type="checkbox"/> N/A – There is no direct frontage on this lot.</p>
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<p>This project proposes a pervious (i.e. permeable) surface technology. Plans must include the location and type of the surface and a cross-section depicting the construction method, materials, and specifications as to how this surface will be maintained as a pervious technology. The notification must also include a maintenance plan describing how the surfaces will be maintained pervious.</p>

SECTION 9 - CONDITIONS (Env-Wq 1406.20; RSA 483-B:9, V, (d))
 Initial each of the required conditions below.

JER 1. Erosion and siltation control measures shall: be installed prior to the start of work; be maintained throughout the project; and remain in place until all disturbed surfaces are stabilized.

JER 2. Erosion and siltation controls shall be appropriate to the size and nature of the project and to the physical characteristics of the site, including slope, soil type, vegetative cover, and proximity to wetlands or surface waters.

JER 3. No person undertaking any activity in the protected shoreland shall cause or contribute to, or allow the activity to cause or contribute to, any violations of the surface water quality standards established in Env-Ws 1700 or successor rules in Env-Wq 1700.

JER 4. Any fill used shall be clean sand, gravel, rock, or other suitable material.

JER 5. For any project where mechanized equipment will be used, orange construction fence shall: be installed prior to the start of work at the limits of the temporary impact area as shown on the plans approved as part of a permit or accepted as part of the permit by notification; be maintained throughout the project; and remain in place until all mechanized equipment has been removed from the site.

SECTION 10 - CERTIFICATIONS (Env-Wq 1406.18)
 Initial each of the required certifications below.

JER 1. The property owner shall sign the notification form below.

JER 2. The signature(s) shall constitute certification that: the information provided is true, complete, and not misleading to the knowledge and belief of the signer; the signer understands that any permit by notification obtained based on false, incomplete, or misleading information is not valid; the project as proposed complies with the minimum standards established in RSA 483-B:9, V and will be constructed in strict accordance with the proposal; the signer accepts the responsibility for understanding and maintaining compliance with RSA 483-B and these rules; the signer understands that an accepted shoreland permit by notification shall not exempt the work proposed from other state, local, or federal approvals; the signer understands that incomplete notifications shall be rejected and the notification fee shall not be returned; and the signer is subject to the applicable penalties in RSA 641, *Falsification In Official Matters*.

JER 3. The signature of the property owner certifies that the property owner has authorized the agent to act on the property owner's behalf for purposes of the notification. (Not Applicable)

SECTION 11 - REQUIRED SIGNATURE (RSA 483-B:5-b; Env-Wq 1406.18)

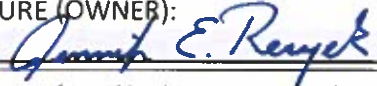

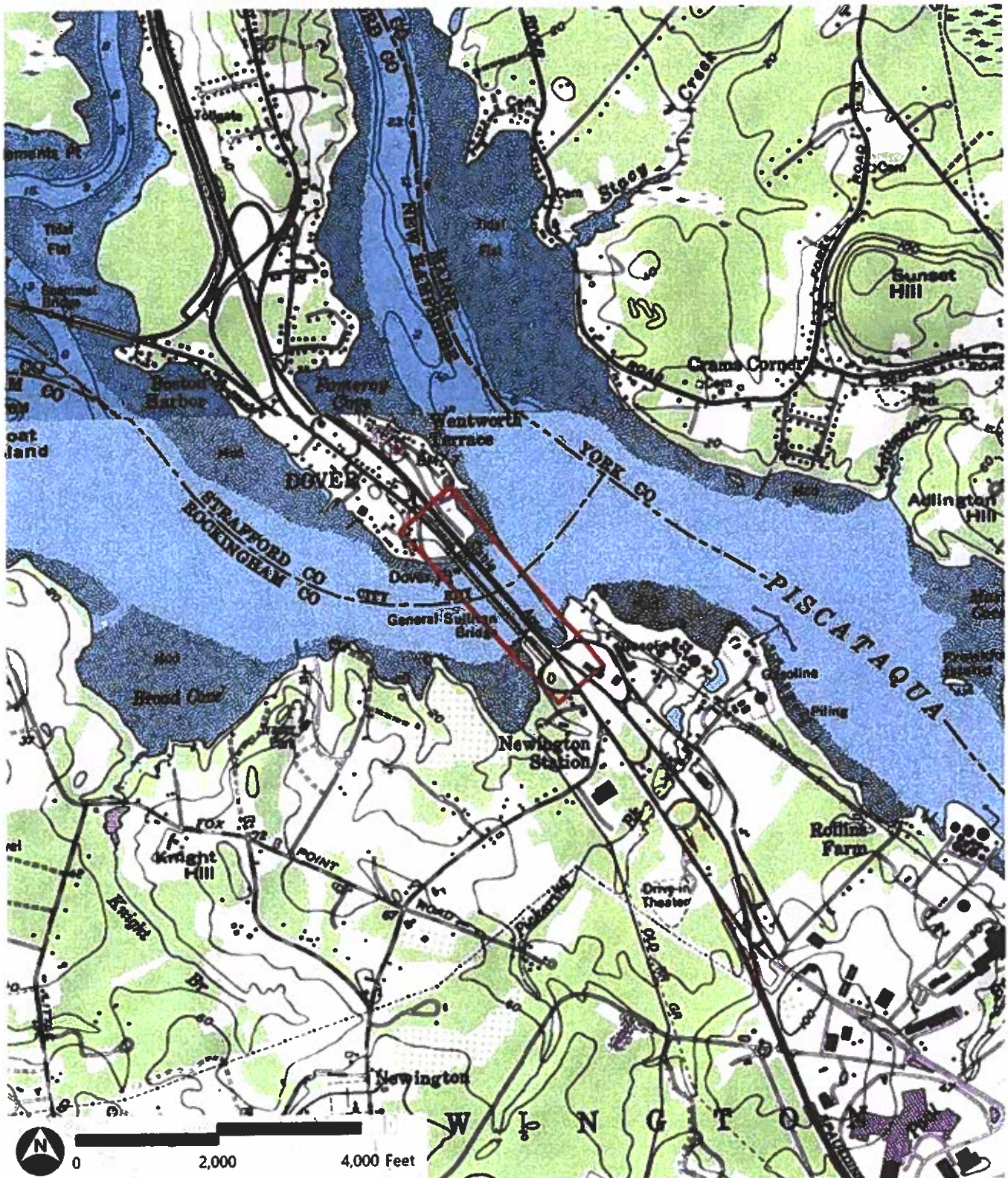
SIGNATURE (OWNER): 	PRINT NAME LEGIBLY: NHDOT c/o Jennifer E. Reczek	DATE: June 20, 2023
SIGNATURE (AGENT, IF APPLICABLE): 	PRINT NAME LEGIBLY: Peter J. Walker	DATE: June 19, 2023

Figure 1: USGS Overview Map
 General Sullivan Bridge Project | Newington and Dover, NH



Project Site

Source: USGS, VHB, ESRI

SPECIAL ATTENTION

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORM
WATER CONSTRUCTION GENERAL PERMIT REQUIREMENTS**

Contractors are advised that 40 CFR Part 122 applies to this project. This provision prohibits point source discharges of storm water associated with construction activity to water bodies of the United States without a National Pollutant Discharge Elimination System (NPDES) storm water construction general permit, and requires construction sites to implement a range of erosion and sediment controls and pollution prevention measures to control the discharge of pollutants from construction sites.

This project is eligible for coverage under the reissued NPDES Storm Water Construction General Permit for Storm Water Discharge from construction sites, which was effective on February 17, 2022. Contractors apply for coverage under this permit through the Environmental Protection Agency (EPA), Notice of Intent (NOI) website (http://cdx.epa.gov/epa_home.asp) at least 14 days prior to commencement of construction on any site which will result in the disturbance of the land and after your Storm Water Pollution Prevention Plan has been prepared.

Other provisions of the General Permit require a Storm Water Pollution Prevention Plan to be prepared, implemented, kept current, and maintained on the project site along with inspection reports; and when the project site has been finally stabilized and storm water discharges from construction activities have been eliminated, a Notice of Termination (NOT) must be submitted.

NPDES General Guidelines, including an outline for Construction (Storm Water) Pollution Prevention Plan, Notice of Intent and Notice of Termination are available on the internet at EPA's Stormwater site (<https://www.epa.gov/npdes/2022-construction-general-permit-cgp>)

An "active status" of the all submitted NOI's is required prior to commencing any work on the project.

On both the Notice of Intent (NOI) and the Notice of Termination (NOT) forms the information relative to the Facility Operator Information shall be that of the prime Contractor.

See the attached information for required information for filing for coverage under this permit.

The following statements have been provided for the Contractor, and the consultant service group they choose, to assist in preparation of the Construction General Permit (CGP) Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) and shall be included in the SWPPP.

Section 9.1.1.b. This project may qualify for coverage under the Alteration of Terrain (AoT) Permit issued by Department of Environmental Services (DES) pursuant to RSA 485-A: 17 and Env-Wt 1500. If so, this requirement is satisfied through a Memorandum of Agreement (MOA) between the NH Department of Transportation and the Department of Environmental Services. All requirements of Env-Wt 1500 are in force even though no permit was issued.

Section 9.1.1.c. The Department of Transportation has reviewed the project area to determine if there are known contaminants that could be discharged to surface waters. The determination was made either by a review of the NHDES OneStop Geographic Information System, or through investigation and consultation with the NHDES Waste Division. If there are, contaminants present on the site, other waste disposal dewatering options have been arranged and are included in the proposal. Necessary permits to discharge to surface waters have been obtained.

Section 9.1.1.e. Opportunities to include post-construction groundwater recharge using infiltration best management practices (BMPs) were evaluated in accordance the Memorandum of Agreement (MOA) between the NH Department of Transportation and the Department of Environmental Services regarding compliance with Env-Wq 1500 Alteration of Terrain. The Department of Transportation has obtained coverage under its own NPDES General Permit for discharges from its Municipal Separate Storm Sewer System and therefore not subject to others. If feasible as described in our MOA and NPDES permit, appropriate on-site Infiltration BMPs were included in the design of the project.

The following information is provided to help in the Contractor's preparation of the Environmental Protection Agency NPDES Permit NOI Form for the Construction General Permit (CGP). It is expressly understood and agreed that the information has been obtained with reasonable care and recorded in good faith.

Operator Information

The contractor awarded the contract shall fill out all operator information for their eNOI using their company's information.

Certification

A responsible corporate officer should certify this NOI. For more information on the purpose and definition of this responsible party, please see Appendix I (I.11 Signatory Requirements) in the CGP.



Submission of this Notice of Intent (NOI) constitutes notice that the operator identified in Section III of this form requests authorization to discharge pursuant to the NPDES Construction General Permit (CGP) permit number identified in Section II of this form. Submission of this NOI also constitutes notice that the operator identified in Section III of this form meets the eligibility requirements of Part 1.1 CGP for the project identified in Section IV of this form. Permit coverage is required prior to commencement of construction activity until you are eligible to terminate coverage as detailed in Part 8 of the CGP. To obtain authorization, you must submit a complete and accurate NOI form. Discharges are not authorized if your NOI is incomplete or inaccurate or if you were never eligible for permit coverage. Refer to the instructions at the end of this form.

Permit Information

This form has not yet been certified.

NPDES ID:

State/Territory to which your project/site is discharging: NH

Is your project/site located on federally recognized Indian Country lands? No

Are you requesting coverage under this NOI as a "Federal Operator" or a "Federal Facility" as defined in Appendix A (<https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-a-definitions.pdf>)? No

Have stormwater discharges from your current construction site been covered previously under an NPDES permit? No

Will you use polymers, flocculants, or other treatment chemicals at your construction site? Yes

→ Will you use cationic treatment chemicals at your construction site? No

Has a Stormwater Pollution Prevention Plan (SWPPP) been prepared in advance of filling this NOI, as required? Yes

Are you able to demonstrate that you meet one of the criteria listed in Appendix D (<https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-d-endangered-species-protection.pdf>) with respect to protection of threatened or endangered species listed under the Endangered Species Act (ESA) and federally designated critical habitat?

Yes

Have you completed the screening process in Appendix E (<https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf>) relating to the protection of historic properties? Yes

Indicating "Yes" below, I confirm that I understand that CGP only authorized the allowable stormwater discharges in Part 1.2.1 and the allowable non-stormwater discharges listed in Part 1.2.2. Any discharges not expressly authorized in this permit cannot become authorized or shielded from liability under CWA section 402(k) by disclosure to EPA, state or local authorities after issuance of this permit via any means, including the Notice of Intent (NOI) to be covered by the permit, the Stormwater Pollution Prevention Plan (SWPPP), during an inspection, etc. If any discharges requiring NPDES permit coverage other than the allowable stormwater and non-stormwater discharges listed in Parts 1.2.1 and 1.2.2 will be discharged, they must be covered under another NPDES permit.

Yes

Operator Information

Operator Information

Operator Name: New Hampshire Department of Transportation

Operator Mailing Address:

Address Line 1: 7 Hazen Drive

Address Line 2:

City: Concord

ZIP/Postal Code: 03301

State: NH

County or Similar Division: Merrimack

Country: US

Operator Point of Contact Information

First Name Middle Initial Last Name: Mark Hemmerlein

Title: Water Quality Program Manager

Phone: 603-271-1550

Ext.:

Email: mark.t.hemmerlein@dot.nh.gov

NOI Preparer Information

This NOI is being prepared by someone other than the certifier.

First Name Middle Initial Last Name: Mark Hemmerlein

Organization: New Hampshire Department of Transportation

Phone: 603-271-1550

Ext.:

Email: mark.t.hemmerlein@dot.nh.gov

Project/Site Information

Project/Site Name: Newington-Dover 11238S

Project/Site Address

Address Line 1: NH Route 16

Address Line 2:

City: Newington

ZIP/Postal Code: 03801

State: NH

County or Similar Division: Rockingham

Latitude/Longitude: 43.117959°N, 70.826127°W

Latitude/Longitude Data Source: [Map](#)

Horizontal Reference Datum: [WGS 84](#)

Project Start Date: [10/01/2023](#)

Project End Date: [05/31/2027](#)

Estimated Area to be Disturbed: [1](#)

Types of Construction Sites:

- Highway or Road

Will there be demolition of any structure built or renovated before January 1, 1980? No

Will you be discharging dewatering water from your site? Yes

Was the pre-development land use used for agriculture? No

Are there other operators that are covered under this permit for the same project site? No

Have earth-disturbing activities commenced on your project/site? No

Is your project/site located on federally recognized Indian Country lands? No

Is your project/site located on a property of religious or cultural significance to an Indian tribe? No

Discharge Information

Does your project/site discharge stormwater into a Municipal Separate Storm Sewer System (MS4)? Yes

Are there any waters of the U.S. within 50 feet of your project's earth disturbances? Yes

Are any of the waters of the U.S. to which you discharge designated by the state or tribal authority under its antidegradation policy as a Tier 2 (or Tier 2.5) water (water quality exceeds levels necessary to support propagation of fish, shellfish, and wildlife and recreation in and on the water) or as a Tier 3 water (Outstanding National Resource Water)? See Resources, Tools and Templates (<https://www.epa.gov/npdes/construction-general-permit-resources-tools-and-templates>)

No

001: LOWER LITTLE BAY, NHEST600030904-06-15 Discharge from pier 1

Latitude/Longitude: [43.119352°N, 70.82765°W](#)

Tier Designation: [N/A](#)

Is this receiving water impaired (on the CWA 303(d) list)? [Yes](#)

Impaired Pollutants:

- Biotic Index
- PCB in fish tissue
- Dioxins/furans

Has a TMDL been completed for this receiving waterbody? [Yes](#)

TMDL ID: [394](#) Name: [New Hampshire Statewide Bacteria](#)

TMDL Pollutants:

- Bacteria

002: LOWER LITTLE BAY, NHEST600030904-06-15 Discharge from pier 2

Latitude/Longitude: [43.11909°N, 70.827342°W](#)

Tier Designation: [N/A](#)

Is this receiving water impaired (on the CWA 303(d) list)? [Yes](#)

Impaired Pollutants:

- Biotic Index
- PCB in fish tissue
- Dioxins/furans

Has a TMDL been completed for this receiving waterbody? [Yes](#)

TMDL ID: [394](#) Name: [New Hampshire Statewide Bacteria](#)

TMDL Pollutants:

- Bacteria

003: LOWER LITTLE BAY, NHEST600030904-06-15 Discharge from pier 3

Latitude/Longitude: [43.118741°N, 70.826935°W](#)

Tier Designation: [N/A](#)

Is this receiving water impaired (on the CWA 303(d) list)? [Yes](#)

Impaired Pollutants:

- Biotic Index

- PCB in fish tissue
- Dioxins/furans

Has a TMDL been completed for this receiving waterbody? [Yes](#)

TMDL ID: [394 Name: New Hampshire Statewide Bacteria](#)

TMDL Pollutants:

- Bacteria
-

004: LOWER LITTLE BAY, NHEST600030904-06-15 Discharge from pier 4

Latitude/Longitude: [43.118328°N, 70.826453°W](#)

Tier Designation: [N/A](#)

Is this receiving water impaired (on the CWA 303(d) list)? [Yes](#)

Impaired Pollutants:

- Biotic Index
- PCB in fish tissue
- Dioxins/furans

Has a TMDL been completed for this receiving waterbody? [Yes](#)

TMDL ID: [394 Name: New Hampshire Statewide Bacteria](#)

TMDL Pollutants:

- Bacteria
-

005: LOWER LITTLE BAY, NHEST600030904-06-15 Discharge from pier 5

Latitude/Longitude: [43.117745°N, 70.825771°W](#)

Tier Designation: [N/A](#)

Is this receiving water impaired (on the CWA 303(d) list)? [Yes](#)

Impaired Pollutants:

- Biotic Index
- PCB in fish tissue
- Dioxins/furans

Has a TMDL been completed for this receiving waterbody? [Yes](#)

TMDL ID: [394 Name: New Hampshire Statewide Bacteria](#)

TMDL Pollutants:

- Bacteria
-

006: LOWER LITTLE BAY, NHEST600030904-06-15 Discharge from pier 6

Latitude/Longitude: [43.117322°N, 70.825274°W](#)

Tier Designation: [N/A](#)

Is this receiving water impaired (on the CWA 303(d) list)? [Yes](#)

Impaired Pollutants:

- Biotic Index
- PCB in fish tissue
- Dioxins/furans

Has a TMDL been completed for this receiving waterbody? [Yes](#)

TMDL ID: [394 Name: New Hampshire Statewide Bacteria](#)

TMDL Pollutants:

- Bacteria
-

007: LOWER LITTLE BAY, NHEST600030904-06-15 Discharge from pier 7

Latitude/Longitude: [43.116975°N, 70.824869°W](#)

Tier Designation: [N/A](#)

Is this receiving water impaired (on the CWA 303(d) list)? [Yes](#)

Impaired Pollutants:

- Biotic Index
- PCB in fish tissue
- Dioxins/furans

Has a TMDL been completed for this receiving waterbody? [Yes](#)

TMDL ID: 394 Name: [New Hampshire Statewide Bacteria](#)

TMDL Pollutants:

- Bacteria

008: LOWER LITTLE BAY, NHEST600030904-06-15 Discharge from pier 8

Latitude/Longitude: [43.116639°N, 70.824479°W](#)

Tier Designation: [N/A](#)

Is this receiving water impaired (on the CWA 303(d) list)? [Yes](#)

Impaired Pollutants:

- Biotic Index
- PCB in fish tissue
- Dioxins/furans

Has a TMDL been completed for this receiving waterbody? [Yes](#)

TMDL ID: 394 Name: [New Hampshire Statewide Bacteria](#)

TMDL Pollutants:

- Bacteria

009: LOWER LITTLE BAY, NHEST600030904-06-15 Discharge from bridge and approach

Latitude/Longitude: [43.116033°N, 70.823737°W](#)

Tier Designation: [N/A](#)

Is this receiving water impaired (on the CWA 303(d) list)? [Yes](#)

Impaired Pollutants:

- Biotic Index
- PCB in fish tissue
- Dioxins/furans

Has a TMDL been completed for this receiving waterbody? [Yes](#)

TMDL ID: 394 Name: [New Hampshire Statewide Bacteria](#)

TMDL Pollutants:

- Bacteria

010: LOWER LITTLE BAY, NHEST600030904-06-15 Discharge from staging

Latitude/Longitude: [43.119281°N, 70.828773°W](#)

Tier Designation: [N/A](#)

Is this receiving water impaired (on the CWA 303(d) list)? [Yes](#)

Impaired Pollutants:

- Biotic Index
- PCB in fish tissue
- Dioxins/furans

Has a TMDL been completed for this receiving waterbody? [Yes](#)

TMDL ID: 394 Name: [New Hampshire Statewide Bacteria](#)

TMDL Pollutants:

- Bacteria

Will all required personnel, including those conducting inspections at your site, meet the training requirements in Part 6 of this permit? [Yes](#)

Title: Environmental Coordinator

Phone: 603-419-9822

Ext.:

Email: darrel.j.elliott@dot.nh.gov

Endangered Species Protection Worksheet: Criterion E

Determine ESA Eligibility Criterion

Are your discharges and discharge-related activities already addressed in another operator's valid certification of eligibility for your "action area" under the current 2022 CGP? [Yes](#)

Has consultation between you, a Federal Agency, and the USFWS and/or the NMFS under section 7 of the Endangered Species Act (ESA) concluded? [Yes](#)

→ **The result of the consultation was:**

Option i. A biological opinion currently in effect that determined that the action in question (taking into account the effects of your site's discharges and discharge-related activities) is likely to adversely affect, but is not likely to jeopardize the continued existence of listed species or result in the destruction or adverse modification of critical habitat. The biological opinion must have included the effects of your site's discharges and discharge-related activities on all the listed species and designated critical habitat in your action area under the jurisdiction of each Service, as appropriate. To be eligible under (i), any reasonable and prudent measures specified in the incidental take statement must be implemented:

→ **The consultation does not warrant reinitiation under 50 CFR §402.16; or, if reinitiation of consultation is required (e.g., due to a new species listing, critical habitat designation, or new information), the federal action agency has reinitiated the consultation and the result of the consultation is consistent with the statements above. Include any reinitiation documentation from the Services or consulting federal agency with your NOI.**

[True](#)

You are eligible under **Criterion E**.

Identify the federal action agency or agencies involved (i.e. the federal agencies seeking coverage):

USFWS, NOAA

Identify the Service(s) field or regional offices providing the consultation:

New England

Identify any tracking numbers associated with the consultation (e.g., IPaC number, ECO number):

Project Code: 2023-0004556

Provide the date the consultation was completed: 2023-05-31

Attach correspondence with USFWS and/or NMFS documenting the Biological Opinion, conference opinion (IPaC or ECO tracking number) or concurrence.

Name	Uploaded Date	Size
2023-05-30 NLAA NMFS .pdf (attachment/1678468)	05/31/2023	1.97 MB
2023-03-27 Species List.pdf (attachment/1678466)	05/31/2023	240.36 KB
2023-05-17 No additional EFH concerns.pdf (attachment/1678467)	05/31/2023	166.48 KB
2023-03-01 Final Amendment to 2018 FHWA Bat PBO.pdf (attachment/1678465)	05/31/2023	256.62 KB
2022-12-02 Tern Consistency Letter_.pdf (attachment/1678464)	05/31/2023	201.68 KB
2019-05-17 No EFH concerns.pdf (attachment/1678462)	05/31/2023	99.70 KB
2022-11-30 LAA NLEB Consistency Letter.pdf (attachment/1678463)	05/31/2023	229.97 KB
2019-01-24 EFH Worksheet.pdf (attachment/1678461)	05/31/2023	2.94 MB

Historic Preservation

Are you installing any stormwater controls as described in Appendix E (<https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf>) that require subsurface earth disturbances? (Appendix E (<https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf>), Step 1)

Yes

→ Have prior surveys or evaluations conducted on the site already determined historic properties do not exist, or that prior disturbances have precluded the existence of historic properties? (Appendix E (<https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf>), Step 2):

No

→ Have you determined that your installation of subsurface earth-disturbing stormwater controls will have no effect on historic properties? (Appendix E (<https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf>), Step 3)

No

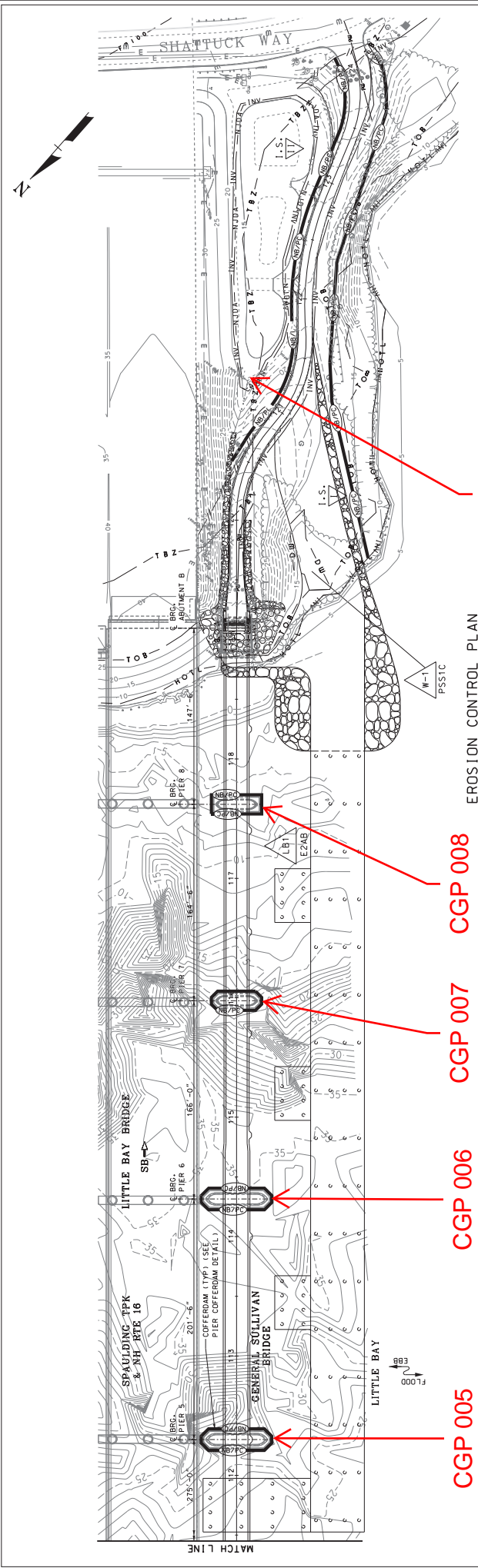
→ Did the SHPO, THPO, or other tribal representative (whichever applies) respond to you within the 15 calendar days to indicate whether the subsurface earth disturbances caused by the installation of stormwater controls affect historic properties? (Appendix E (<https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf>), Step 4)

Yes

Describe the nature of their response: Written indication that adverse effects to historic properties from the installation of stormwater controls can be mitigated by agreed upon actions.

Certification Information

Form has not been certified yet.



CGP 005 CGP 006 CGP 007 CGP 008 CGP 009

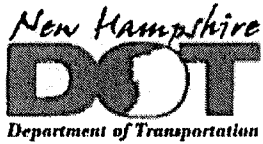
EROSION CONTROL PLAN
SCALE IN FEET

EROSION CONTROL PLAN LEGEND	
	PERIMETER CONTROL
	SILT FENCE
	EROSION CONTROL WITH BERM
	TURBIDITY CURTAIN
	COFFER DAM
	NATURAL BUFFER/PERIMETER CONTROL
	SILT FENCE
	EROSION CONTROL WITH BERM
	TURBIDITY CURTAIN
	COFFER DAM
	CHANNEL PROTECTION
	STONE CHECK DAM
	CLASS D EROSION STONE
	CLEAN WATER BYPASS
	PUMP THROUGH PIPE OR CHANNEL



STATE OF NEW HAMPSHIRE				
DEPARTMENT OF TRANSPORTATION * BUREAU OF BRIDGE DESIGN				
TOWN: WINDINGDOVER	PROJECT NO.: 20/0033			
STATE PROJECT: 1128S				
LOCATION: GENERAL SULLIVAN BRIDGE OVER LITTLE BAY				
EROSION CONTROL PLAN (2 OF 2)				
DESIGNED	10/22	CHECKED	10/22	BRIDGE SHEET
DRAWN	BMA	10/22	CHECKED	10 OF 10
QUANTITIES				TELEPHONE
ISSUE DATE				10/22
REV. DATE				TOTAL SHEETS
				10

REVISED
PRELIMINARY PLANS
SUBJECT TO CHANGE
DATE 3/6/2023



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



RECEIVED
JAN 02 2020

William Cass, P.E.
Assistant Commissioner
BUREAU OF ENVIRONMENTAL SERVICES

JAN 03 2020
NH DEPARTMENT
OF TRANSPORTATION

Newington-Dover
NHS-02719(037)
11238S
RPR 7241

Adverse Effect Memo

Pursuant to meetings and discussions on December 10, 2015; August 11, 2016; December 14, 2017; April 12, July 12, and September 13, 2018; and February 12, June 13, July 11, August 8, and October 10, 2019 and for the purpose of compliance with regulations of the National Historic Preservation Act, as amended, and the Advisory Council on Historic Preservation's *Procedures for the Protection of Historic Properties* (36 CFR 800), the NH Division of the Federal Highway Administration (FHWA) and the NH Division of Historical Resources (NHDHR) have coordinated the identification and evaluation of historic and archeological properties with plans to replace the General Sullivan Bridge superstructure in Dover and Newington, New Hampshire.

FHWA is the lead federal agency for this consultation. FHWA must approve the replacement of the General Sullivan Bridge superstructure under the National Environmental Policy Act and Section 4(f) of the US Department of Transportation Act. Additionally, FHWA funds may be applied to the construction of the proposed project.

Project Description:

The General Sullivan Bridge was determined eligible for the National Register of Historic Places (National Register) in 1988 when representatives from FHWA, NHDHR and the New Hampshire Department of Transportation (NH DOT) completed a thematic review of continuous steel truss bridges. This finding was later reinforced on an NHDHR Determination of Eligibility sheet dated January 25, 2006, that was completed for the Newington-Dover 11238 project. This project determined that there would be an adverse effect to the General Sullivan Bridge, documented in an adverse effect memo dated February 9, 2006, due to the removal of the north embankment approach and rebuilding the north abutment to allow the reconfiguration of the connector road under the Little Bay Bridges. In the Section 106 Memorandum of Agreement signed for the 11238 project, "the NH DOT agreed to rehabilitate the bridge for utilization by pedestrians and bicyclist and for its continued use for fishing," therefore resulting in a net benefit for the historic bridge. However, since the MOA was signed in 2008, inspections of the bridge conducted in 2010, 2014, and 2016 resulted in a re-evaluation of the feasibility and costs associated with the rehabilitation of the General Sullivan Bridge. Through the preparation of a Type, Span, and Location (TS&L) Study completed in 2017 and a limited-scope Supplemental EIS evaluation that is in process, NH DOT evaluated several potential alternatives to provide recreational access and connectivity between Dover and Newington over the Little Bay (Newington-Dover 11238S).

The Preferred Alternative for the 11238S Contract has been determined to be Alternative 9: Superstructure Replacement - Girder Option, which involves the complete removal and replacement of the General Sullivan Bridge superstructure. Under Alternative 9, the superstructure would be replaced with a steel girder superstructure with a structural steel frame extending from the bottom of the girders to the top of the existing piers. This alternative follows the existing General Sullivan Bridge alignment, thereby allowing the reuse of the existing repointed stone masonry piers and approaches without requiring significant modifications.

The Preferred Alternative would have a 16-foot wide multiuse path, would comply with the ADA for accessibility, and would have fencing along both sides of the new bridge deck. The new path would be 22.5 feet from the Little Bay Bridge, approximately 7.4 feet further from the Little Bay Bridge than the existing General Sullivan Bridge (at 15.1 feet).

Identification:

Above-Ground Resources

In December 2015, a Request for Project Review (RPR) was submitted to NHDHR for the Newington-Dover 11238S project. A Project Area Form was completed in November 2018 for the approximately 275-acre Area of Potential Effects (APE).¹ The APE accounted for potential impacts across a range of alternatives including possible modifications to the approaches to the General Sullivan Bridge crossing as well as the structure itself, and project components such as a temporary detour route for bicycles and pedestrians and construction staging. The visibility and setting of the General Sullivan Bridge factored into the APE for the project as well. The result is an irregularly-shaped APE, beginning approximately 600 feet north of the bridge crossing on Dover Point, and extending up to 1,500 feet west, 700 feet east, and 1,200 feet south of the crossing. Field surveys were conducted intermittently between August and December of 2018.

Multiple alternatives and elements of the proposed project were evaluated and narrowed down by the spring of 2019, when inventory forms were completed for the following properties within the APE:

- Hilton Park (DOV0150) - determined not eligible (inventory form update)
- General Sullivan Bridge (DOV0158) - determined eligible (inventory form update)
- 137 Beane Lane (NWN0246) – determined not eligible
- Bloody Point Area (NWN-BLPT) – determined not eligible

It is noted that the following properties within the APE were inventoried and evaluated during the initial Section 106 consultation process, which concluded in 2008:

- Ida M. Dame House/Linwood Lodge (DOV0090) - determined not eligible
- John E. Pinkham House (DOV0091) - determined not eligible
- 435 Dover Point Road (DOV0092) - determined not eligible
- Hilton Park (DOV0150) - determined not eligible

¹ The November 2018 Project Area Form provides an update to the original form finalized in November 2005 by Kari Laprey of Preservation Company, as part of the Section 106 evaluation and environmental planning process for the proposed Spaulding Turnpike Project in Newington and Dover, NH (Newington-Dover 11238).

- Ira F. Pinkham House/Wentworth Summer Residence (DOV0093) - determined eligible
- General Sullivan Bridge (DOV0158) - determined eligible
- 516 Shattuck Way (NWN0162) - determined not eligible
- 518 Shattuck Way (NWN0163) - determined not eligible
- Newington Railroad Depot and Toll House (NWN0168/ NR #10000187) – eligible
- Axel Johnson Conference Center, Sprague Energy Area Form (NWN-SP) – more information needed
- NWN0159 and NWN0161 – determined not eligible (both are since demolished)

The Newington Railroad Depot and Toll House was listed in the National Register in 2010. In 2012, the Ira F. Pinkham House/Wentworth Summer Residence was recorded in a state-level Historic American Building Survey report, prepared by VHB (NH State No. 626).

Based on a review pursuant to 36 CFR 800.4 and 36 CFR 67.8 of the architectural and/or historical significance of above-ground resources in the APE, three (3) properties are currently identified as listed in the National Register or eligible for listing. Inventory and National Register forms are on file at NHDHR offices in Concord, NH, and online through the NHDHR Enhanced Mapping and Management Information Tool (EMMIT), available at <https://emmit.dncr.nh.gov>.

Archaeological Sites

The 2007 FEIS identified areas of archaeological sensitivity for the Newington-Dover, I1238 project. Within Dover, the FEIS Phase IA archaeological analysis identified the western side of Hilton Park and additional developed area to the northwest (approximately 12.7 acres) as exhibiting sensitivity (*i.e.*, Area 16). This area includes an approximately 0.5 acre verified site, identified as a brickyard (27-ST-55 and 27-ST-56, *i.e.*, Area 17) within Hilton Park.

Due to the presence of sensitive areas within or adjacent to the project construction access area, a Phase IB Intensive Archaeological Investigation has been completed to further investigate the APE within Hilton Park. The Phase IB investigation identified archaeological features related to a historic brickyard. Based on this investigation, the project construction access area has been relocated to another site within Hilton Park which is not archaeologically sensitive.

Public Consultation:

Public informational meetings were held on the following dates: October 25, 2016, January 30, 2018, and September 5, 2018. During these meetings, information regarding the Section 106 process and the role of consulting parties was included in the presentation and take-home materials. As of October 8, 2019, the following consulting parties have been identified and approved by the Federal Highway Administration:

Consulting Party	Contact Information
Kitty Henderson, Executive Director Historic Bridge Foundation	P.O. Box 66245 Austin, Texas 78766 Kitty@historicbridgefoundation.com

Consulting Party	Contact Information
Nathan Holth Historic Bridges.org	2767 Eastway Drive Okemos, MI 48864 nathan@historicbridges.org
Lulu Pickering Newington Historic District Commission	339 Little Bay Road Newington, NH pickering@informagen.com
Anne Rugg, Manager CommuteSMART Seacoast	Cooperative Alliance for Seacoast Transportation 42 Summer Drive Dover, NH 03820 603-743-5777 x. 109 (office) arugg@commutesmartseacoast.org
Karen Saltus, President Seacoast Area Bicycle Riders	16 Pocahontas Road Kittery Point, ME 03905 kittervkaren@yahoo.com
Christopher G. Parker, Assistant City Manager, Director of Planning and Strategic Initiatives	City of Dover, NH 288 Central Avenue Dover, NH 03820-4169 c.parker@dover.nh.gov
Karen Anderson (Interested Party)	Newington Special Project Coordinator kanderson@townofnewingtonnh.com
Martha Roy (Interested Party)	Newington Town Administrator mroy@townofnewingtonnh.com
Senator David Watters (Interested Party)	Senate Office Legislative Office Building, Room 101-A 33 North State Street Concord, NH 03301 David.Watters@leg.state.nh.us

Determination of Effect:

General Sullivan Bridge (DOV0158)

The General Sullivan Bridge (DOV0158) is significant under Criterion A at the state level for its role in the transportation history of the Seacoast area. The bridge is nationally significant under Criterion C for its design and engineering, as an early and highly-influential example of continuous truss highway design in the United States.

Removal of the bridge superstructure for the project essentially negates its significance under Criteria A and C. As the most visible and recognizable element of the General Sullivan Bridge, the superstructure embodies the engineering advances and aesthetics that define the bridge's contribution to the development of the national highway network. Although recent modifications to the north and south approaches and north abutment make those features non-contributing, they have not drastically affected the integrity and significance of the bridge as a whole. The replacement of the historic bridge will result in the physical loss of an early, nationally-significant example of its engineering design; dwindling of the bridge type in New Hampshire and nationally; and the loss of this major link in the transportation network of the region, whose evolution is intertwined with the history of the region itself.

Newington Railroad Depot and Toll House (NWN0168)

The Newington Railroad Depot and Toll House (NWN0618) is listed in the National Register as significant at the local level, under Criteria A and C. It is a well-preserved example of a relatively rare property type, combining the functions of railroad station, toll house and residence for the stationmaster/bridge tender/toll taker.

Although the Period of Significance of the Depot officially ends in 1934 when the General Sullivan Bridge was constructed, they are both extant evidence of the evolution of a regional transportation network, demonstrating a transitioning period of the network in the 1930s. They have existed on the landscape simultaneously for over seven decades. The bridge crossing is located approximately 1400 feet from the resource's National Register boundary and is set on the far side of multiple bridge structures constructed over the last fifty-plus years. The historic center span peeks up over the modern spans and the proposed girder bridge will not. Although the last remnant of visual connection between the Depot and the General Sullivan Bridge will be removed by this project, for the most part the visual link between the two resources was previously severed by the twentieth-century construction of new bridge structures. The full impact of the current loss related to the transportation network is directly borne by the 1934 bridge.

Ira F. Pinkham House/Wentworth Summer Residence (DOV0093)

The property is eligible for listing in the National Register under Criteria A and C, for its associations with Dover Point's former brick-making industry and the 20th century development of Dover Point as a seasonal destination. A contributing barn was demolished on the property in 2012, as a result of the 11238 project undertaking.

Removal of the General Sullivan Bridge superstructure under the Preferred Alternative will have no effect on this historic property. There will be no physical impacts to this property, and the distance (approximately 2,000 feet) is great enough to preclude a visual relationship to the bridge crossing. The spans of the bridge to be replaced through this undertaking are located around a slight curve in the road, which along with tree obstructions and distance, helps to block views of the project area. The plans for the Preferred Alternative do not require roadwork at or near the bridge crossing approaches.

Applying the criteria of effect at 36 CFR 800.5(a)(2), we have determined that the project will result in an Adverse Effect to the General Sullivan Bridge; No Adverse Effect for the Newington Railroad Depot and Toll House; and No Historic Properties Affected for the Ira F. Pinkham House/Wentworth Summer Residence.

Archaeology

As noted above, the Phase IB Intensive Archaeological Investigation identified an archaeologically sensitive area of Hilton Park. Preliminary construction plans have been developed to avoid the site.

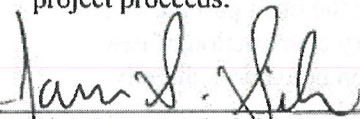
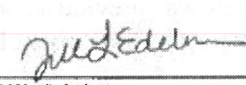
The result of identification and evaluation for the proposed 11238S Contract is a finding of *Adverse Effect*.

Mitigation Measures:

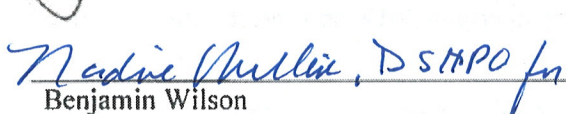
Appropriate mitigation will be determined in consultation with FHWA, NHDHR, Dover and Newington municipalities and the consulting parties. Mitigation will be recorded in a Memorandum of Agreement.

Section 4(f) (to be completed by FHWA)	There Will Be:	<input type="checkbox"/> No 4(f);	<input checked="" type="checkbox"/> Programmatic 4(f);	<input type="checkbox"/> Full 4 (f); or
	<input type="checkbox"/> A finding of <i>de minimis</i> 4(f) impact as stated: In addition, with NHDHR concurrence of no adverse effect for the above undertaking, and in accordance with 23 CFR 774.3, FHWA intends to, and by signature below, does make a finding of <i>de minimis</i> impact. NHDHR's signature represents concurrence with both the no adverse effect determination and the <i>de minimis</i> findings. Parties to the Section 106 process have been consulted and their concerns have been taken into account. Therefore, the requirements of Section 4(f) have been satisfied.			

In accordance with the Advisory Council's regulations, consultation will continue, as appropriate, as this project proceeds.

for  Patrick Bauer, Administrator Federal Highway Administrator	12/31/2019 Date	 Jill Edelmann Cultural Resources Manager	12/27/2019 Date
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Concurred with by the NH State Historic Preservation Officer:


 Benjamin Wilson
 State Historic Preservation Officer
 NH Division of Historical Resources

1/2/2020
Date

cc: Jamie Sikora, FHWA Keith Cota, NHDOT Peter Walker, VHB
 Marika Labash, NHDHR Marc Laurin, NHDOT

s:\environment\projects\newington\11238\11238s\cultural\effects\11238s_adverse_effect_memo_2019-10-17.docx

Laurin, Marc

From: Mike R Johnson - NOAA Federal <mike.r.johnson@noaa.gov>
Sent: Friday, May 17, 2019 12:53 PM
To: Laurin, Marc
Cc: Jamie Sikora; Cota, Keith; Peter Walker; Goodrich, Gregory
Subject: Re: Newington-Dover, 11238S - EFH Assessment

Marc,

Yes, I thought I had already responded to you on this one but I guess I did not. I do not have any EFH conservation recommendations to provide for this project. The impacts are temporary and minor in nature.

Also, just wanted to give me thanks for the VHB team for producing a high quality EFH assessment for this project.

Mike

On Fri, May 17, 2019 at 11:19 AM Laurin, Marc <Marc.Laurin@dot.nh.gov> wrote:

Mike,

Have you had a chance to review the EFH Assessment for the project?

Thanks,

Marc

From: Mike R Johnson - NOAA Federal [mailto:mike.r.johnson@noaa.gov]
Sent: Thursday, March 21, 2019 10:51 AM
To: Laurin, Marc
Cc: Jamie Sikora; Zach Jylkka; Cota, Keith; Peter Walker; Goodrich, Gregory
Subject: Re: Newington-Dover, 11238S - EFH Assessment

OK. Thanks, Marc.

On Thu, Mar 21, 2019 at 10:50 AM Laurin, Marc <Marc.Laurin@dot.nh.gov> wrote:

Mike,

I noticed that I did not reply to you on the time frame for your review.

The Department is anticipating completion of a draft of the Supplemental EIS by May 2019.

A response by mid-April would be appreciated.

Thanks,

Marc

From: Mike R Johnson - NOAA Federal [mailto:mike.r.johnson@noaa.gov]
Sent: Monday, January 28, 2019 9:49 AM
To: Laurin, Marc
Cc: Jamie Sikora; Zach Jylkka; Cota, Keith; Peter Walker; Goodrich, Gregory
Subject: Re: Newington-Dover, 11238S - EFH Assessment

Marc,

We just returned today after the partial government shutdown, and I'll be sorting through a massive number of emails and consultation requests during this week. I'm trying to process these as they were submitted, so it may be some time before I can review and respond to your request.

In the meantime, could you please provide a time frame for when you need our comments. I don't believe your email or the EFH assessment included a deadline for comments.

Thanks,

Mike

On Fri, Jan 25, 2019 at 9:11 AM Laurin, Marc <Marc.Laurin@dot.nh.gov> wrote:

Mike,

Attached for your review is the EFH Assessment Worksheet that assesses the potential effects to EFH in the vicinity of the project, the rehabilitation or replacement the General Sullivan bridge over Little Bay in Newington and Dover, NH.

Please review for concurrence on the determination that the adverse effect of the proposed action is not substantial and, if applicable, provide appropriate conservation recommendations.

I have also mailed out a hard copy for your files.

Thanks,

Marc

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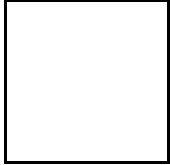
Michael R. Johnson

U.S. Department of Commerce
NOAA Fisheries
Greater Atlantic Regional Fisheries Office

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978-281-9130

mike.r.johnson@noaa.gov

<http://www.greateratlantic.fisheries.noaa.gov/>



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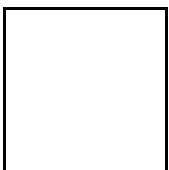
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United States Department of the Interior



FISH AND WILDLIFE SERVICE
New England Ecological Services Field Office
70 Commercial Street, Suite 300
Concord, NH 03301-5094
Phone: (603) 223-2541 Fax: (603) 223-0104

In Reply Refer To:
Project code: 2023-0004556
Project Name: Newington-Dover General Sullivan Bridge

04/24/2025 18:06:04 UTC

Federal Nexus: yes
Federal Action Agency (if applicable): New Hampshire Department of Transportation

Subject: Federal agency coordination under the Endangered Species Act, Section 7 for
'Newington-Dover General Sullivan Bridge'

Dear Marc Laurin:

This letter records your determination using the Information for Planning and Consultation (IPaC) system provided to the U.S. Fish and Wildlife Service (Service) on April 24, 2025, for “Newington-Dover General Sullivan Bridge” (here forward, Project). This project has been assigned Project Code 2023-0004556 and all future correspondence should clearly reference this number.

The Service developed the IPaC system and associated species’ determination keys in accordance with the Endangered Species Act of 1973 (ESA; 87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.) and based on a standing analysis. All information submitted by the Project proponent into the IPaC must accurately represent the full scope and details of the Project. Failure to accurately represent or implement the Project as detailed in IPaC or the Northeast Determination Key (DKey), invalidates this letter. **Answers to certain questions in the DKey commit the project proponent to implementation of conservation measures that must be followed for the ESA determination to remain valid.**

To make a no effect determination, the full scope of the proposed project implementation (action) should not have any effects (either positive or negative effect(s)), to a federally listed species or designated critical habitat. Effects of the action are all consequences to listed species or critical habitat that are caused by the proposed action, including the consequences of other activities that are caused by the proposed action. A consequence is caused by the proposed action if it would not occur but for the proposed action and it is reasonably certain to occur. Effects of the action may occur later in time and may include consequences occurring outside the immediate area involved in the action. (See § 402.17). Under Section 7 of the ESA, if a federal action agency makes a no effect determination, no further consultation with, or concurrence from, the Service is

required (ESA §7). If a proposed Federal action may affect a listed species or designated critical habitat, formal consultation is required (except when the Service concurs, in writing, that a proposed action "is not likely to adversely affect" listed species or designated critical habitat [50 CFR §402.02, 50 CFR§402.13]).

The IPaC results indicated the following species is (are) potentially present in your project area and, based on your responses to the Service's Northeast DKey, you determined the proposed Project will have the following effect determinations:

Species	Listing Status	Determination
Roseate Tern (<i>Sterna dougallii dougallii</i>)	Endangered	No effect

Conclusion If there are no updates on listed species, no further consultation/coordination for this project is required for the species identified above. However, the Service recommends that project proponents re-evaluate the Project in IPaC if: 1) the scope, timing, duration, or location of the Project changes (includes any project changes or amendments); 2) new information reveals the Project may impact (positively or negatively) federally listed species or designated critical habitat; or 3) a new species is listed, or critical habitat designated. If any of the above conditions occurs, additional consultation with the Service should take place before project implements any changes which are final or commits additional resources.

In addition to the species listed above, the following species and/or critical habitats may also occur in your project area and are not covered by this conclusion:

- Monarch Butterfly *Danaus plexippus* Proposed Threatened
- Northern Long-eared Bat *Myotis septentrionalis* Endangered
- Tricolored Bat *Perimyotis subflavus* Proposed Endangered

To complete consultation for species that have reached a "May Affect" determination and/or species may occur in your project area and are not covered by this conclusion, please visit the "New England Field Office Endangered Species Project Review and Consultation" website for step-by-step instructions on how to consider effects on these listed species and/or critical habitats, avoid and minimize potential adverse effects, and prepare and submit a project review package if necessary: <https://www.fws.gov/office/new-england-ecological-services/endangered-species-project-review>

Please Note: If the Action may impact bald or golden eagles, additional coordination with the Service under the Bald and Golden Eagle Protection Act (BGEPA) (54 Stat. 250, as amended, 16 U.S.C. 668a-d) by the prospective permittee may be required. Please contact the Migratory Birds Permit Office, (413) 253-8643, or PermitsR5MB@fws.gov, with any questions regarding potential impacts to Eagles.

If you have any questions regarding this letter or need further assistance, please contact the New England Ecological Services Field Office and reference the Project Code associated with this Project.

Action Description

You provided to IPaC the following name and description for the subject Action.

1. Name

Newington-Dover General Sullivan Bridge

2. Description

The following description was provided for the project 'Newington-Dover General Sullivan Bridge':

NHDOT and FHWA proposes to replace the General Sullivan Bridge located over Little Bay in Newington and Dover, NH.

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@43.117811949252385,-70.8259991221546,14z>



QUALIFICATION INTERVIEW

1. As a representative of this project, do you agree that all items submitted represent the complete scope of the project details and you will answer questions truthfully?

Yes

2. Does the proposed project include, or is it reasonably certain to cause, intentional take of listed species?

Note: This question could refer to research, direct species management, surveys, and/or studies that include intentional handling/encountering, harassment, collection, or capturing of any individual of a federally listed threatened, endangered, or proposed species.

No

3. Is the action authorized, permitted, licensed, funded, or being carried out by a Federal agency in whole or in part?

Yes

4. Is the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), or Federal Transit Administration (FTA) the lead agency for this project?

Yes

5. FHWA, FRA, and FTA have completed a rangewide [programmatic biological opinion](#) for transportation projects within the range of the Indiana bat and northern long-eared bat. Does your proposed project fall within the scope of this programmatic consultation?

Note: If you are using the Northeast Key to satisfy consultation requirements for species not covered by the FHWA programmatic (e.g., species other than Indiana bat or northern long-eared bat), select "No" and continue through the key. If you are unsure whether your project qualifies for the FHWA programmatic, please select "Yes" and use the FHWA, FRA, FTA Assisted Determination Key to determine if the programmatic biological opinion is applicable to your project. If it is not applicable, you can return to this key.

No

6. Are you including in this analysis all impacts to federally listed species that may result from the entirety of the project (not just the activities under federal jurisdiction)?

Note: If there are project activities that will impact listed species that are considered to be outside of the jurisdiction of the federal action agency submitting this key, contact your local Ecological Services Field Office to determine whether it is appropriate to use this key. If your Ecological Services Field Office agrees that impacts to listed species that are outside the federal action agency's jurisdiction will be addressed through a separate process, you can answer yes to this question and continue through the key.

Yes

7. Are you the lead federal action agency or designated non-federal representative requesting concurrence on behalf of the lead Federal Action Agency?

Yes

8. Is the lead federal action agency the Environmental Protection Agency (EPA) or Federal Communications Commission (FCC)?

No

9. Is the lead federal action agency the Federal Energy Regulatory Commission (FERC)?

No

10. Is the lead federal action agency the Natural Resources Conservation Service?

No

11. Will the proposed project involve the use of herbicide where listed species are present?

No

12. Are there any caves or anthropogenic features suitable for hibernating or roosting bats within the area expected to be impacted by the project?

No

13. Does any component of the project associated with this action include activities or structures that may pose a collision risk to **birds** (e.g., plane-based surveys, land-based or offshore wind turbines, communication towers, high voltage transmission lines, any type of towers with or without guy wires)?

Note: For federal actions, answer 'yes' if the construction or operation of wind power facilities is either (1) part of the federal action or (2) would not occur but for a federal agency action (federal permit, funding, etc.).

No

14. Does any component of the project associated with this action include activities or structures that may pose a collision risk to **bats** (e.g., plane-based surveys, land-based or offshore wind turbines)?

Note: For federal actions, answer 'yes' if the construction or operation of wind power facilities is either (1) part of the federal action or (2) would not occur but for a federal agency action (federal permit, funding, etc.).

No

15. Will the proposed project result in permanent changes to water quantity in a stream or temporary changes that would be sufficient to result in impacts to listed species?

For example, will the proposed project include any activities that would alter stream flow, such as water withdrawal, hydropower energy production, impoundments, intake structures, diversion structures, and/or turbines? Projects that include temporary and limited water reductions that will not displace listed species or appreciably change water availability for listed species (e.g. listed species will experience no changes to feeding, breeding or sheltering) can answer "No". Note: This question refers only to the amount of water present in a stream, other water quality factors, including sedimentation and turbidity, will be addressed in following questions.

No

16. Will the proposed project affect wetlands where listed species are present?

This includes, for example, project activities within wetlands, project activities within 300 feet of wetlands that may have impacts on wetlands, water withdrawals and/or discharge of contaminants (even with a NPDES).

No

17. Will the proposed project activities (including upland project activities) occur within 0.125 miles of the water's edge of a stream or tributary of a stream where listed species may be present?

No

18. Will the proposed project directly affect a streambed (below ordinary high water mark (OHWM)) of the stream or tributary where listed species may be present?

No

19. Will the proposed project bore underneath (directional bore or horizontal directional drill) a stream where listed species may be present?

No

20. Will the proposed project involve a new point source discharge into a stream or change an existing point source discharge (e.g., outfalls; leachate ponds) where listed species may be present?

No

21. Will the proposed project involve the removal of excess sediment or debris, dredging or in-stream gravel mining where listed species may be present?

No

22. Will the proposed project involve the creation of a new water-borne contaminant source where listed species may be present?

Note New water-borne contaminant sources occur through improper storage, usage, or creation of chemicals. For example: leachate ponds and pits containing chemicals that are not NSF/ANSI 60 compliant have contaminated waterways. Sedimentation will be addressed in a separate question.

No

23. Will the proposed project involve perennial stream loss, in a stream or tributary of a stream where listed species may be present, that would require an individual permit under 404 of the Clean Water Act?

No

24. Will the proposed project involve blasting where listed species may be present?

No

25. Will the proposed project include activities that could negatively affect fish movement temporarily or permanently (including fish stocking, harvesting, or creation of barriers to fish passage).

No

26. Will the proposed project involve earth moving that could cause erosion and sedimentation, and/or contamination along a stream or tributary of a stream where listed species may be present?

Note: Answer "Yes" to this question if erosion and sediment control measures will be used to protect the stream.

Yes

27. Will the proposed project impact streams or tributaries of streams where listed species may be present through activities such as, but not limited to, valley fills, large-scale vegetation removal, and/or change in site topography?

No

28. Will the proposed project involve vegetation removal within 200 feet of a perennial stream bank where aquatic listed species may be present?

Yes

29. Will erosion and sedimentation control Best Management Practices (BMPs) associated with applicable state and/or Federal permits, be applied to the project? If BMPs have been provided by and/or coordinated with and approved by the appropriate Ecological Services Field Office, answer "Yes" to this question.

Yes

30. Is the project being funded, lead, or managed in whole or in part by U.S Fish and Wildlife Restoration and Recovery Program (e.g., Partners, Coastal, Fisheries, Wildlife and Sport Fish Restoration, Refuges)?

No

31. Will the proposed project result in changes to beach dynamics that may modify formation of habitat over time?

Note: Examples of projects that result in changes to beach dynamics include 1) construction of offshore breakwaters and groins; 2) mining of sand from an updrift ebb tidal delta; 3) removing or adding beach sands; and 4) projects that stabilize dunes (including placement of sand fences or planting vegetation).

No

32. [Hidden Semantic] Is the project area located within the roseate tern AOI?

Automatically answered

Yes

33. If you have determined that the roseate tern is unlikely to occur within your project's action area or that your project is unlikely to have any potential effects on the roseate tern, you may wish to make a "no effect" determination for the roseate tern. Additional guidance on how to make this decision can be found in the project review section of your local Ecological Services Field Office's website. CBFO: <https://www.fws.gov/office/chesapeake-bay-ecological-services/project-review> ; MEFO: <https://www.fws.gov/office/maine-ecological-services> ; NJFO: <https://www.fws.gov/office/new-jersey-ecological-services/new-jersey-field-office-project-review-guide> ; NEFO: <https://www.fws.gov/office/new-england-ecological-services/endangered-species-project-review#Step5> ; WVFO: <https://www.fws.gov/office/west-virginia-ecological-services/project-planning>. If you are unsure, answer "No" and continue through the key.

Would you like to make a no effect determination for the roseate tern?

Yes

34. [Semantic] Does the project intersect the Virginia big-eared bat critical habitat?

Automatically answered

No

35. [Semantic] Does the project intersect the Indiana bat critical habitat?

Automatically answered

No

36. [Semantic] Does the project intersect the candy darter critical habitat?

Automatically answered

No

37. [Semantic] Does the project intersect the diamond darter critical habitat?

Automatically answered

No

38. [Semantic] Does the project intersect the Big Sandy crayfish critical habitat?

Automatically answered

No

39. [Hidden Semantic] Does the project intersect the Guyandotte River crayfish critical habitat?

Automatically answered

No

40. Do you have any other documents that you want to include with this submission?

Yes

SUBMITTED DOCUMENTS

- *FWS Species Determination Table 2.docx* <https://ipac.ecosphere.fws.gov/project/VTQSJMDQFJCKNB3XACPD4E33HA/projectDocuments/119443383>

PROJECT QUESTIONNAIRE

1. Approximately how many acres of trees would the proposed project remove?

0.2

2. Approximately how many total acres of disturbance are within the disturbance/ construction limits of the proposed project?

0.9

3. Briefly describe the habitat within the construction/disturbance limits of the project site.

The construction/disturbance limit of the project consists of the bed and bank of Little Bay, a small jurisdictional wetland, and upland areas within Hilton Park.

IPAC USER CONTACT INFORMATION

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United States Department of the Interior



FISH AND WILDLIFE SERVICE
New England Ecological Services Field Office
70 Commercial Street, Suite 300
Concord, NH 03301-5094
Phone: (603) 223-2541 Fax: (603) 223-0104

In Reply Refer To:

04/29/2025 18:56:34 UTC

Project code: 2023-0004556

Project Name: Newington-Dover General Sullivan Bridge

Subject: Not Likely to Adversely Affect Concurrence verification letter for the 'Newington-Dover General Sullivan Bridge' project under the December 13, 2024, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat, Northern Long-eared Bat, and Tricolored Bat.

To whom it may concern:

This letter records the determination of effects to federally listed (or proposed) bat species anticipated to result from the Newington-Dover General Sullivan Bridge (the Project). This determination is based upon information you entered into the assisted determination key (Dkey) associated with the above referenced Programmatic Biological Opinion/Conference Opinion (PBO/PCO) in the U.S. Fish and Wildlife Service's (Service) Information for Planning and Consultation (IPaC) system on the date listed above to verify that the Project may rely on the concurrence provided in the PBO/PCO to satisfy requirements under section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (16 USC 1536), as amended.

Ensuring Accurate Determinations When Using IPaC:

The Service developed the IPaC system and this Dkey in accordance with the ESA and based on the PBO/PCO. All information submitted by the project proponent into IPaC must accurately represent the full scope and details of the Project.

Failure to accurately represent or implement the Project as detailed in the Dkey invalidates this letter. Answers to certain questions in the Dkey commit the project proponent to implementation of conservation measures that must be followed for the ESA determinations to remain valid. Carefully review this letter, your ESA requirements are NOT yet complete.

Determinations:

Based on the information you provided (Project Description shown below), you have determined that the Project is within the scope and adheres to the criteria of the PBO/PCO, including the

adoption of applicable avoidance and minimization measures. Based on your IPaC submission and the PBO/PCO, the Project is consistent with the following effect determinations:

Species	Listing Status	Determination
Northern Long-eared Bat (<i>Myotis septentrionalis</i>)	Endangered	NLAA
Tricolored Bat (<i>Perimyotis subflavus</i>)	Proposed	NLAA
	Endangered	

The tricolored bat is proposed for listing as endangered under the ESA, but not yet listed. For actions that may affect a proposed species, agencies cannot consult, but they can confer under the authority of section 7(a)(4) of the ESA. Such conferences can follow the procedures for a consultation and be adopted as such if the proposed species is listed. Should the tricolored bat be listed, agencies must review projects that are not yet complete, or projects with ongoing effects within the tricolored bat range that previously received a no effect or not likely to adversely affect (NLAA) determination from the key to confirm that the determination is still accurate.

The Service has 14 calendar days to notify the lead Federal action agency or designated non-federal representative if we determine that the Project does not meet the criteria for a NLAA determination under the PBO/PCO. **If the Service does not notify the lead Federal action agency or designated non-federal representative within that timeframe, you may proceed with the Project under the terms of the NLAA concurrence provided in the PBO/PCO.** This verification period allows Service Field Offices to apply local knowledge to implementation of the PBO, as we may identify a small subset of actions having impacts that were unanticipated. In such instances, Service Field Offices may request additional information that is necessary to verify inclusion of the proposed action under the PBO/PCO.

If the Project is modified, or new information reveals that it may affect the Indiana bat, northern long-eared bat, or tricolored bat in a manner or to an extent not considered in the PBO/PCO, further review to conclude the requirements of ESA section 7(a)(2) may be required.

For Proposed Actions that include bridge/culvert or structure removal, replacement, and/or maintenance activities:

If your initial bridge, culvert, or structure assessment failed to detect Indiana bat, northern long-eared bat, or tricolored bat use or occupancy, yet bats are later detected prior to, or during construction, promptly notify the local Service Field Office within 2 working days of the discovery. In addition, please document whether incidental take occurred, and if so, the type (i.e. kill or harm) and amount (i.e. number of individuals) and submit documentation to the local Service Field Office within 5 working days from the completion of the bridge, culvert, or structure construction (use Appendix E - Post Assessment Discovery of Bats at Bridge/Culvert or Structure Form in the [User's Guide](#)). In these instances, potential incidental take of Indiana bats, northern long-eared bats, or tricolored bats may be exempted provided that the take is reported to the Service. In these instances, potential incidental take of Indiana bats, northern long-eared bats, or tricolored bats may be exempted provided that the take is reported to the Service.

If the Project may affect any other federally listed or proposed species and/or designated critical habitat, additional consultation between the lead Federal action agency and this Service Field Office is required for those species/designated critical habitat. If the Project has the potential to take bald or golden eagles, additional coordination with the Service under the Bald and Golden Eagle Protection Act may also be required. In either of these circumstances, please advise the lead Federal action agency to contact this Service Field Office

The following species may occur in your project area and **are not** covered by this determination:

- Monarch Butterfly *Danaus plexippus* Proposed Threatened
- Roseate Tern *Sterna dougallii dougallii* Endangered

PROJECT DESCRIPTION

The following project name and description was collected in IPaC as part of the endangered species review process.

NAME

Newington-Dover General Sullivan Bridge

DESCRIPTION

NHDOT and FHWA proposes to replace the General Sullivan Bridge located over Little Bay in Newington and Dover, NH.

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@43.117811949252385,-70.8259991221546,14z>



DETERMINATION KEY RESULT

Based on your answers provided, this project(s) may affect, but is not likely to adversely affect the Indiana bat, northern long-eared bat or tricolored bat, therefore, consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended 16 U.S.C. 1531 et seq.) is required. However, also based on your answers provided, this project may rely on the concurrence provided in the Programmatic Biological Opinion/Conference Opinion for Transportation Projects in the Range of the Indiana bat, northern long-eared bat, and tricolored bat, dated December 13, 2024.

QUALIFICATION INTERVIEW

1. Which Federal Agency is the lead federal agency the action?

A) Federal Highway Administration (FHWA)

2. Does the Action Area intersect the species list area of the Northern long-eared bat?

Automatically answered

Yes

3. Does the Action Area intersect the species list area of the tricolored Bat (TCB)?

Automatically answered

Yes

4. Does your project's activities include raising the road profile above the tree canopy in documented habitat for the Indiana bat, NLEB, or TCB?

Note: For the definition of documented habitat, refer to Appendix A: <https://www.fws.gov/media/users-guide-range-wide-programmatic-consultation-indiana-bat-and-northern-long-eared-bat>

No

5. Is your project located within a karst area?

No

6. Will the project include bridge, culvert, or structure removal, replacement, and/or alteration activities?

Note: For definitions of bridge, culvert, and structure, refer to Appendix A: <https://www.fws.gov/media/users-guide-range-wide-programmatic-consultation-indiana-bat-and-northern-long-eared-bat>.

Yes

7. Do your project's activities involve tree removal/trimming, temporary lighting, new/additional permanent lighting, ground disturbance, percussives that involves noise/vibration above existing background levels, vibrations, or slash pile burning?

Yes

8. Is there suitable summer habitat for the Indiana bat, NLEB, or TCB within the project action area?

Note: See the Service's summer survey guidance for current definitions of suitable habitat [<https://www.fws.gov/midwest/endangered/mammals/inba/inbasummersurveyguidance.html>].

Yes

9. Have P/A surveys for the Indiana bat, NLEB, or TCB been conducted within the suitable summer habitat located within your project action area? This refers to mist-netting or acoustic surveys, not bridge assessments.

Note: See the Service's survey guidance <https://www.fws.gov/midwest/endangered/mammals/inba/inbasummersurveyguidance.html>

No

10. Will the project involve the removal or trimming of trees within suitable habitat for the Indiana bat, NLEB, or TCB?

Yes

11. Will any tree removal or trimming occur during the bat pup season?

Note: For more information about bat pup seasons please visit https://www.fws.gov/sites/default/files/documents/2024-10/2024_usfws_rangewide_ibat-nleb_survey_guidelines.pdf

No

12. Will the removal or trimming of trees occur **within documented habitat** for the Indiana bat, NLEB, or TCB?

Note: For the definition of documented habitat, refer to Appendix A: <https://www.fws.gov/media/users-guide-range-wide-programmatic-consultation-indiana-bat-and-northern-long-eared-bat>

No

13. Will all tree removal or trimming occur within 100 feet of the road or rail surface?

Yes

14. Does your project include activities involving the temporary or permanent exclusion of Indiana bats, NLEBs, or TCBs from a bridge/culvert or structure?

Note: exclusion is conducted to deny bats' entry or reentry into a bridge/culvert or structure. To be effective and to avoid harming bats, it should be done according to established standards.

No

15. Does your project involve the use of temporary lighting within Indiana bat, NLEB, or TCB suitable habitat?

Note: For the definition of lighting, refer to Appendix A: <https://www.fws.gov/media/users-guide-range-wide-programmatic-consultation-indiana-bat-and-northern-long-eared-bat>

No

16. Will the project substantially increase baseline light conditions via the use of permanent lighting (replacement or new/additional) in suitable habitat.

No

17. Will your project include percussive activities?

Note: Refer to Stressor #2 Noise/Vibration on page 109 of the PBO/PCO.

Yes

18. Are the percussive activities only related to tree removal/trimming or bridge/culvert structural work?

Yes

19. Will the project include **bridge** removal, replacement, and/or alteration activities?

Yes

20. Has a Bridge Bat Assessment been conducted **within the last 24 months** to determine if the bridge is being used by the Indiana bat, NLEB, or TCB? If yes, upload assessment.

Note: Refer to the Service's current survey guidance for acceptable assessment practices and validity timeframe of bridge/culvert and structure bat assessments: <https://www.fws.gov/library/collections/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

Yes

SUBMITTED DOCUMENTS

- *General Sullivan Bridge - Bat Assessment 04-23-2025.pdf* <https://ipac.ecosphere.fws.gov/project/VTQSJMDQFJCKNB3XACPD4E33HA/projectDocuments/161474764>

21. Please select one of the following results of the Bridge Bat Assessment:

*c) Indicates the **absence** of Indiana bats, NLEBs, or TCBs roosting in/under the bridge (no bats, guano, etc.)?*

22. Does the project include **culvert** removal, replacement, and/or alteration activities?

No

23. Does the project include **structure** removal, replacement, and/or alteration activities?

No

24. Will the project involve the removal or trimming of more than 20 acres of Indiana bat, NLEB, or TCB suitable habitat per 5-mile section of road/rail?

No

25. Will the removal or trimming of trees occur within 0.5 miles of a known Indiana bat, NLEB, or TCB hibernaculum?

No

26. Will the removal or trimming of these trees occur during the active season?

No

27. Will the removal or trimming of trees occur **beyond 100 feet** of the existing road/rail surfaces?
No
28. Does the Action Area intersect the species list area of the tricolored Bat (TCB)?
Automatically answered
Yes
29. Does the Action Area intersect the species list area of the northern long-eared bat (NLEB)?
Automatically answered
Yes

PROJECT QUESTIONNAIRE

1. Have you made a No Effect determinations for all other species included on the FWS IPaC generated species list?
Yes
2. Have you made a May Affect determination for any other species on the FWS IPaC generated list?
No
3. How many acres of trees are proposed for removal/trimming **outside of documented habitat** for the Indiana bat, NLEB, or TCB within 100 feet of the existing road/rail surfaces during the inactive season (NLAA)?

Note: If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

0.1

4. How many acres of trees are proposed for removal/trimming **outside of documented habitat** for the Indiana bat, NLEB, or TCB within 100 feet of the existing road/rail surfaces during the active season (**outside the pup season and not between Dec 15th-Feb 15th in Zone 1 of the NLEB and TCB YR active areas**) (LAA)?

Note: If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

0

5. How many acres of trees are proposed for removal/trimming **outside of documented habitat** for the Indiana bat, NLEB, or TCB within 100 feet of the existing road/rail surfaces during the pup season (**trees must be <9 in DBH, and not between Dec 15th-Feb 15th in Zone 1 of the NLEB and TCB YR active areas**) (LAA)?

Note: If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

0

6. How many acres of trees are proposed for removal/trimming **either outside or within documented habitat** for the Indiana bat, NLEB, or TCB between 100-300 feet of the existing road/rail surface during the inactive season (LAA)? Note: If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

0

7. How many acres of trees are proposed for removal/trimming **either outside or within documented habitat** for the Indiana bat, NLEB, or TCB between 100-300 feet of the existing road/rail surfaces during the active season (**outside the pup season, and not between Dec 15-Feb 15 in Zone 1 of the NLEB and TCB YR active areas**) (LAA)?

Note: If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

0

8. How many acres of trees are proposed for removal/trimming **either outside or within documented habitat** for the Indiana bat, NLEB, or TCB beyond 300 feet of the existing road/rail surfaces during the inactive season (LAA)?

Note: If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

0

9. How many acres of trees are proposed for removal/trimming **either outside or within documented habitat** for the Indiana bat, NLEB, or TCB beyond 300 feet of the existing road/rail surfaces during the active season (**outside the pup season, and not between Dec 15th-Feb 15th in Zone 1 of the NLEB and TCB YR active areas**) (LAA)?

Note: If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

0

10. Please enter the date of the bridge assessment.

4/23/2025

AVOIDANCE AND MINIMIZATION MEASURES (AMMS)

This determination key result includes the commitment to implement the following Avoidance and Minimization Measures (AMMs):

GAMM1

Ensure all operators, employees, and contractors working in areas of Indiana bat, NLEB, or TCB suitable habitat are aware of all Transportation Agency environmental commitments, including all applicable AMMs.

TRTAMM1

Modify all phases/aspects of the project (e.g., temporary work areas, alignments) to the extent practicable to avoid tree removal/trimming in excess of what is required to implement the project safely.

TRTAMM2

Ensure tree removal/trimming is limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree removal/trimming to ensure contractors stay within clearing limits

TRTAMM3

Ensure tree removal/trimming is limited to the inactive season, occurs within 100 ft of the road/rail surface, and is outside of documented habitat for the Indiana bat, NLEB, and TCB

DETERMINATION KEY DESCRIPTION: FHWA, FRA, FTA PROGRAMMATIC CONSULTATION FOR TRANSPORTATION PROJECTS AFFECTING IBAT, NLEB, OR TCB

This key was last updated in IPaC on April 23, 2025. Keys are subject to periodic revision.

This decision key is intended for projects/activities funded or authorized by the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), and/or Federal Transit Administration (FTA), which may require consultation with the U.S. Fish and Wildlife Service (Service) under Section 7 of the Endangered Species Act (ESA) and may affect the federally listed endangered Indiana bat (*Myotis sodalis*), northern long-eared bat (*Myotis septentrionalis*), and/or federally proposed endangered tricolored bat (*Perimyotis subflavus*).

This decision key should only be used to verify project applicability with the Service's Programmatic Biological Opinion/Conference Opinion for Transportation Projects in the Range of the Indiana bat, northern long-eared bat, and tricolored bat, dated December 13, 2024. The programmatic consultation limited transportation activities that may affect the covered bat species and addresses situations that are both likely and not likely to adversely affect the covered bat species. This decision key will assist in identifying the effect of a specific project/activity and the applicability of the programmatic consultation. The programmatic consultation is not intended to cover all types of transportation actions. Activities outside the scope of the programmatic consultation, or that may affect ESA-listed species other than the Indiana bat, northern long-eared bat, or tricolored bat, or their designated critical habitat, may require additional ESA Section 7 consultation.

IPAC USER CONTACT INFORMATION

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United States Department of the Interior



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In Reply Refer To:

04/21/2025 18:51:16 UTC

Project Code: 2023-0004556

Project Name: Newington-Dover General Sullivan Bridge

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

Updated 4/12/2023 - Please review this letter each time you request an Official Species List, we will continue to update it with additional information and links to websites may change.

About Official Species Lists

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Federal and non-Federal project proponents have responsibilities under the Act to consider effects on listed species.

The enclosed species list identifies threatened, endangered, proposed, and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested by returning to an existing project's page in IPaC.

Endangered Species Act Project Review

Please visit the “**New England Field Office Endangered Species Project Review and Consultation**” website for step-by-step instructions on how to consider effects on listed

species and prepare and submit a project review package if necessary:

<https://www.fws.gov/office/new-england-ecological-services/endangered-species-project-review>

NOTE Please do not use the **Consultation Package Builder** tool in IPaC except in specific situations following coordination with our office. Please follow the project review guidance on our website instead and reference your **Project Code** in all correspondence.

Northern Long-eared Bat - (Updated 4/12/2023) The Service published a final rule to reclassify the northern long-eared bat (NLEB) as endangered on November 30, 2022. The final rule went into effect on March 31, 2023. You may utilize the **Northern Long-eared Bat Rangewide Determination Key** available in IPaC. More information about this Determination Key and the Interim Consultation Framework are available on the northern long-eared bat species page:

<https://www.fws.gov/species/northern-long-eared-bat-myotis-septentrionalis>

For projects that previously utilized the 4(d) Determination Key, the change in the species' status may trigger the need to re-initiate consultation for any actions that are not completed and for which the Federal action agency retains discretion once the new listing determination becomes effective. If your project was not completed by March 31, 2023, and may result in incidental take of NLEB, please reach out to our office at newengland@fws.gov to see if reinitiation is necessary.

Additional Info About Section 7 of the Act

Under section 7(a)(2) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to determine whether projects may affect threatened and endangered species and/or designated critical habitat. If a Federal agency, or its non-Federal representative, determines that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Federal agency also may need to consider proposed species and proposed critical habitat in the consultation. 50 CFR 402.14(c)(1) specifies the information required for consultation under the Act regardless of the format of the evaluation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<https://www.fws.gov/service/section-7-consultations>

In addition to consultation requirements under Section 7(a)(2) of the ESA, please note that under sections 7(a)(1) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species. Please contact NEFO if you would like more information.

Candidate species that appear on the enclosed species list have no current protections under the ESA. The species' occurrence on an official species list does not convey a requirement to

consider impacts to this species as you would a proposed, threatened, or endangered species. The ESA does not provide for interagency consultations on candidate species under section 7, however, the Service recommends that all project proponents incorporate measures into projects to benefit candidate species and their habitats wherever possible.

Migratory Birds

In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see:

<https://www.fws.gov/program/migratory-bird-permit>

<https://www.fws.gov/library/collections/bald-and-golden-eagle-management>

Please feel free to contact us at **newengland@fws.gov** with your **Project Code** in the subject line if you need more information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat.

Attachment(s): Official Species List

Attachment(s):

- Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

New England Ecological Services Field Office

70 Commercial Street, Suite 300

Concord, NH 03301-5094

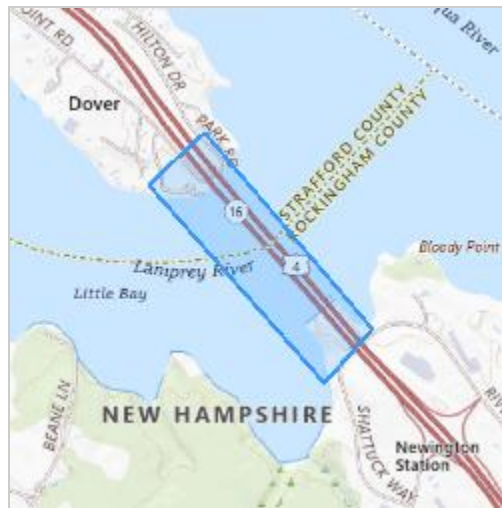
(603) 223-2541

PROJECT SUMMARY

Project Code: 2023-0004556
Project Name: Newington-Dover General Sullivan Bridge
Project Type: Road/Hwy - Maintenance/Modification
Project Description: NHDOT and FHWA proposes to replace the General Sullivan Bridge located over Little Bay in Newington and Dover, NH.

Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@43.117811949252385,-70.8259991221546,14z>



Counties: Rockingham and Strafford counties, New Hampshire

ENDANGERED SPECIES ACT SPECIES

There is a total of 4 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Endangered
Tricolored Bat <i>Perimyotis subflavus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

BIRDS

NAME	STATUS
Roseate Tern <i>Sterna dougallii dougallii</i> Population: Northeast U.S. nesting population No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/2083	Endangered

INSECTS

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> There is proposed critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

Agency: New Hampshire Department of Transportation

Name: Marc Laurin

Address: 7 Hazen Drive

City: Concord

State: NH

Zip: 03302

Email: marc.g.laurin@dot.nh.gov

Phone: 6032714044

Laurin, Marc

From: Kaitlyn Shaw - NOAA Federal <kaitlyn.shaw@noaa.gov>
Sent: Wednesday, May 17, 2023 11:57 AM
To: Laurin, Marc
Subject: Re: Newington-Dover, 11238S - General Sullivan Bridge Replacement

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hi Marc,

Thank you for re-initiating this consultation. I looked over the ESA forms you submitted as well, and see that the installation of temporary causeways will occur during the Nov. 15 to March 15 in-water work window and are expected to take 1-2 weeks for each causeway. Installation of piles to support trestle work platforms will also occur during the Nov. 15 to March 15 in-water work window. Pile installation will follow a soft start, and a 50% zone of passage will be maintained for both turbidity and noise producing activities throughout the construction window. These additional BMP's will minimize adverse effects to both federally managed species (covered under the Magnuson-Stevens Act) and diadromous species (covered under the Fish and Wildlife Coordination Act) and we have no additional conservation recommendations to provide. Please send over the permit when authorized to close out our records. If the project is revised in such a manner that affects the basis for the EFH determination, re-initiation of the consultation may be necessary.

Best,

Kaitlyn Shaw

Marine Habitat Resource Specialist
Habitat and Ecosystem Services Division
NOAA/ National Marine Fisheries Service
Gloucester, MA
Office: 978-282-8457
Pronouns: she/her
kaitlyn.shaw@noaa.gov
www.nmfs.noaa.gov

On Tue, May 16, 2023 at 8:38 AM Laurin, Marc <marc.g.laurin@dot.nh.gov> wrote:

Kaitlin,

The New Hampshire Department of Transportation (NHDOT) is planning to replace the General Sullivan Bridge (GSB) located over the Little Bay in Newington and Dover, New Hampshire. Based on the work that is anticipated to be completed to replace the bridge, the project will involve in-water work within the Little Bay, which is designated as essential fish habitat (EFH) for several fish species.

NHDOT coordinated on the EFH for this upcoming project in January 2019 and determined that the adverse effect on EFH is not substantial, with concurrence by Mike Johnson (see attached). During the development of the Final Design for the project, NHDOT has determined that in order to take into account the Time of Year restrictions for in-water work required for the installation and removal of the temporary trestles and causeways, the project is expected to take

up to 48 months, rather than 18 months as noted in the 2019 coordination. The trestle would also be anticipated to be modified to allow fingers that would extend to the existing GSB piers, resulting in the installation of approximately 204 temporary piles.

Construction would begin with installing a temporary causeways and temporary trestles to the west of the existing GSB extending from both Newington and Dover sides of the Little Bay. These will provide for staging and equipment access during the bridge replacement work. The bridge superstructure would be removed and replaced using these causeways, the trestles, and water craft. Upon completion of the bridge replacement, the causeways and trestles would be removed and the area restored to pre-construction conditions. The causeways and trestles are temporary impacts within the Little Bay and are the only in-water work that is proposed.

Attached are selected construction plan sheets that depicts the construction access impacts, however note that these plans are for planning purposes and could be modified if required during construction to allow for safe and efficient contractor access.

Please confirm whether these changes would not require updated consultation on the EFH determination.

Thanks,

Marc

Northern Long-Eared Bat

(Myotis septentrionalis)

NLEB DESCRIPTION:

The Northern Long-Eared Bat (NLEB) is between 3" and 3.7" long with a wingspan of 9" to 10" and is distinguished by its long ears. NLEB are medium to dark brown on their backs and have tawny to pale brown undersides. NLEB are nocturnal; they are active at night and sleep during the day.



NLEB Infected with White Nose Syndrome
CC: University of Illinois/Steve Taylor

PROTECTION:

NLEB populations have been decimated by White-Nose Syndrome, a fungal disease. When a species experiences a significant population decline and is determined to be at risk, it may be listed under the Endangered Species Act (ESA). In 2022, NLEB was reclassified as endangered because the species viability has

declined steeply since being listed as threatened in 2015. Endangered species are in danger of becoming extinct. Reclassifying NLEB provides additional conservation focus on the species.

HABITAT:

Hibernating NLEB spend the winter in caves and mines called hibernacula. NLEB swarm in wooded areas surrounding hibernacula in the fall. During late spring and summer NLEB roost and forage in forests. During the day NLEB roost under bark and in tree crevices of both live and dead trees, and in caves and mines. NLEB sometimes also roost in buildings and bridges.

NH DOT NLEB CONSERVATION MEASURES:

NHDOT incorporates NLEB conservation measures into project plans. The specific conservation measures for each project are found in the Summary of Environmental Issues (green sheet) and in contract documents. Contact Rebecca Martin at the Bureau of Environment (603-271-3226) with questions or for an explanation of NLEB conservation measures. Immediately report any dead or sick bat found in a project area to the Bureau of Environment (603-271-3226) and USFWS New England (603-223-2541).

MORE NLEB INFORMATION:

To learn more, visit the USFWS website (<https://fws.gov>) and search for the species.

FHWA Programmatic Consultation Avoidance and Minimization Measure: Ensure all operators, employees, and contractors working in areas of known or presumed bat habitat are aware of all environmental commitments, including all applicable Avoidance and Minimization Measures.

SPECIAL ATTENTION

INVASIVE SPECIES

The statutory authority of NH Department of Agriculture *RSA 430:55* and NH Department of Environmental Services *RSA 487:16-a* prohibits the spread of invasive plants listed on the NH Prohibited Species list. Construction activities should avoid impacting areas containing invasive plant species in order to avoid spreading these plants to new sites. If invasive plants cannot be avoided, then the following suggested best management practices (BMPs) should be incorporated into all projects. These BMPs have been summarized from the NHDOT manual *Best Management Practices for the Control of Invasive and Noxious Plant Species*.

Earthwork:

- Minimize soil disturbance whenever possible outside the limits of excavation.
- Stabilize disturbed soils by seeding and/or using mulch, hay, rip-rap, or gravel that is free of invasive plant material.
- Materials such as fill, loam, mulch, hay, rip-rap, and gravel should not be brought into project areas from sites where invasive plants are known to occur.

Movement of equipment:

- Equipment movement should be from areas not infested by invasive plants to areas infested by invasive plants whenever possible.
- Staging areas should be free of invasive plants to avoid spreading seeds and other viable plant parts.

Removing vegetation:

- In areas where Type I invasive plants will be impacted by construction activities, vegetation shall be cut or removed prior to seed maturation (approximately July 1st).
- Because Type II invasive plants (e.g., purple loosestrife, phragmites, and Japanese knotweed) have the ability to sprout from stem and root fragments, mowing these plants shall be avoided. In areas where Type II invasive plants will be impacted by construction activities, cut these plants by other means, and destroy all plant material. Extra care shall be taken to avoid spreading plant fragments.
- Equipment used to cut or remove invasive plants should be cleaned at least daily, as well as prior to transport.

The NHDOT manual *Best Management Practices for the Control of Invasive and Noxious Plant Species* and supporting fact sheet documents are available on line at www.dot.nh.gov/projects-plans-and-programs/programs/environmental-management-system/invasive-species or through the NHDOT Records Section (603-271- 1601).

Items will be included in the contract under Sections 201 and 697 for projects that will require these control methods.

SPECIAL ATTENTION

1000-1

CHAPTER Env-A 1000 PREVENTION, ABATEMENT, AND CONTROL OF OPEN SOURCE AIR POLLUTION

Statutory Authority: RSA 125-C:4

PART Env-A 1001 OPEN BURNING

Env-A 1001.01 Purpose. The purpose of this part is to regulate emissions of particulate matter and toxic air pollutants from the burning of materials in the open where the products of combustion are discharged directly into the atmosphere rather than through a stack, chimney, or flue, in order to achieve and maintain attainment of the ambient air quality standards in accordance with sections 109 and 110 of the Clean Air Act, and to protect the public health and welfare pursuant to RSA 125-C:1.

Env-A 1001.02 Scope. This part shall apply to any natural person, firm, corporation, association, municipality or state agency that conducts open burning within the state.

Env-A 1001.03 Permissible Burning.

(a) Open burning in any part of the state shall be done only when the following conditions are satisfied:

- (1) When not prohibited by any local ordinance;
- (2) When not prohibited by an official having jurisdiction over open burning;
- (3) When no nuisance is created; and
- (4) When all materials that are burned are in conformance with this part.

(b) Throughout the state, only the following types of burning shall be permissible without authorization from the division:

- (1) Burning of untreated wood, campfire wood, brush or charcoal in a campfire, outdoor grill or outdoor fireplace for recreational purposes or for the preparation of food;
- (2) On-premises burning for the purpose of frost prevention, or agricultural, forestry, or wildlife habitat improvement;
- (3) Burning of solid fuel, liquid fuel, a motor vehicle, or a structure that has been certified to be free of asbestos in accordance with Env-C 400, provided that the following conditions shall be met:

- a. The burning shall be conducted to provide bona fide instruction and training of firefighters in methods of fighting fires;
- b. The burning shall be conducted under the direct control and supervision of qualified instructors; and
- c. Written permission shall have been obtained in advance from the New Hampshire department of resources and economic

development, division of forests and lands, bureau of forest protection; or

(4) Burning of untreated wood, campfire wood or brush in bonfires in conjunction with holiday or festive celebrations.

(c) In an area which has been classified as "attainment" of the ambient air quality standards for particulates pursuant to Env-A 300, the following types of burning shall be permissible without authorization from the division:

(1) Burning of combustible domestic rubbish from a residence where the following conditions exist:

a. There is no public removal service;

b. The burning shall occur on-premises in a waste burner having a capacity of 7 cubic feet or less; and

c. The waste is generated from a residential building containing 4 or less dwelling units;

(2) Periodic on-site burning by the landowner of brush and leaves which originate on-site;

(3) Commercial burning of brush, provided that no other disposal method, such as chipping, can be utilized; or

(4) Burning of untreated wood from the construction or demolition of a building, provided that such burning shall be done in an area which shall be specified and approved by officials having jurisdiction over open burning.

Env-A 1001.04 Division Authorization for Certain Open Burning.

(a) In addition to any other required state or local permits or authorizations, written authorization shall be obtained from the division prior to conducting any of the following types of open burning:

(1) Burning of materials as described in Env-A 1001.03(c), above, in an area of the state that has been classified as "non-attainment" of the ambient air quality standards for particulates pursuant to Env-A 300;

(2) Burning by any city or town of brush or untreated wood from the construction or demolition of a building, provided the material originates within the state; or

(3) Open burning of explosive or dangerous material for which there is no other feasible method of safe disposal.

(b) The open burning in this section shall only be done in an area which is approved by the division and all officials having jurisdiction over open burning.

(c) The written authorization from the division shall include the date, time, and place where the open burning shall be permissible and any conditions and requirements which are necessary to ensure the safeness of the

burning and to properly regulate the emissions.

Env-A 1001.05 Absolute Prohibition Against Burning Tires and Tubes.

(a) No tires, tubes or any portion thereof shall be burned in the ambient air at any place in the state for any reason.

(b) Tires, tubes or any portion thereof which are received at any dump shall be separated from the waste and disposed of by a feasible means other than open burning.

Env-A 1001.06 Absolute Prohibition Against Burning in the Ambient Air at Salvaging or Reclaiming Operations.

(a) A suitable incinerator or other means of compliance approved by the division pursuant to Env-A 1201 shall be employed for all thermal salvaging or reclaiming.

(b) No salvaging or reclaiming operation shall burn anything on-site in the ambient air.

PART Env-A 1002 FUGITIVE DUST

Env-A 1002.01 Purpose. The purpose of this part is to regulate the direct emissions of particulate matter to the atmosphere from activities that involve mining, transportation, storage, use, and removal of mineral material or soil.

Env-A 1002.02 Scope.

(a) This part shall apply to any natural person, firm, corporation, association, municipality or state agency that emits fugitive dust within the state, including those engaged in any of the following:

(1) Commercial mining activities, including the construction, maintenance or operation of a commercial mining or strip mining facility or part thereof;

(2) Construction activities, including building, paving, sweeping, trenching, excavating, filling, or other activity associated with the building of streets, roads, highways, parking lots, shopping centers, housing developments, or other centers of business or residential development;

(3) Maintenance activities, including sweeping, vacuuming, or other activity involved with the upkeep of streets, roads, highways, parking lots, shopping centers, housing developments, or other centers of business or residential development, buildings, bridges, utilities, sewerlines, waterlines, or similar entities;

(4) Demolition activities, including the tearing down of buildings, bridges or other structures; and

(5) Bulk hauling activities, including the transportation and transfer of material over public roads.

(b) This part shall not apply to the following:

- (1) Application of traction enhancement materials, including sand, and de-icing chemicals such as road salt, that have been applied to roads for public safety;
- (2) Normal usage of gravel or dirt roads;
- (3) Resurfacing activities of existing highways where the removal of surplus sand is not necessary; and
- (4) Agricultural industry activities or operations.

Env-A 1002.03 Precautions to Prevent, Abate, and Control Fugitive Dust. Precautions shall be taken and continued throughout the duration of the activity in order to prevent, abate, and control the emission of fugitive dust. Such precautions shall include wetting, covering, shielding, or vacuuming.

SPECIAL ATTENTION

HISTORIC AND ARCHAEOLOGICAL RESOURCES

In order to avoid impacts to archaeological resources, the Contractor shall obtain and submit to the Engineer a written certification from either: 1) the State Archaeologist, or 2) a qualified archaeologist as defined below prior to any offsite excavation or other work at any disposal site, haul road, storage area, staging area, or other areas located outside the right-of-way limits of the project. Such certification shall be made on one of the attached forms. One is intended for site clearance by the state archaeologist and the other for investigation by a qualified archaeologist. Any work in such areas may only commence after receipt of this certification and upon written authorization to proceed by the Engineer.

This Special Attention does not apply to natural materials obtained from pre-existing (i.e., owned and operated by the Contractor prior to bidding on the subject contract) and/or commercially available sources. Commercially available sources is meant to include licensed or permitted sources where anyone could purchase natural materials.

If the State Archaeologist determines that further field investigation is necessary the Contractor must decide whether to pursue alternative locations or to have the site(s) in question evaluated. If the latter is decided, it will be necessary for the Contractor and the Engineer to meet with the NHDOT Bureau of Environment, the Division of Historic Resources and the Federal Highway Administration to determine the appropriate course of action. Note that the latter parties meet twice a month on the first and second Thursdays of each month.

Professional Qualifications for Principal Investigators in Archaeological Investigations

All archaeologists contracting with NHDOT as principal investigators will be qualified for such work, as determined by NHDHR. **See list of qualified archaeological firms at www.nhdhr.dncr.nh.gov/project-review/consultant-lists.** According to NHDHR guidelines, principal investigators must meet the minimum standards presented in 36 CFR 61.

These regulations require a graduate degree in archaeology, anthropology, or related field; at least one year full-time professional experience or an equivalent period of training in archaeological research, administration, or management; at least four months of supervised field and analytical experience in general North American archaeology; and demonstrated capability to complete archaeological research through all its phases. These standards distinguish between the prehistorian and historical archaeologist. Each must have a specialization in his/her respective areas and at least one year of full-time professional experience at the supervisory level in the study of the Native American cultural traditions or the historic period.

NHDHR also requires the following additional qualifications. All prehistorians will have at least one year of supervisory experience in the region encompassing the glaciated Northeast. Historical archaeologist will have a least one year of supervisory experience in New England, New Jersey, New York, or Pennsylvania. Historical archaeologists specializing in submerged nautical resources will possess at least one year's experience in the study of such resources along the Atlantic seaboard. NHDOT requires that the principal investigator has successfully completed one or more projects in New Hampshire in a timely manner. Principal investigators will be knowledgeable about the federal and state cultural resources management laws and regulations including those relating to the treatment of human remains in marked and unmarked graves. As soon as research or initial investigations indicate the likely presence of Native American or historic deposits, a principal investigator with training and experience in that area shall supervise the work.

The principal investigator is responsible for each aspect of the project. The principal investigator will maintain sufficient presence in repositories, the field, and laboratory to set up the study, ensure appropriate collection and accurate documentation of data, direct needed modifications as investigations proceed, field-check accuracy of field data, establish and direct analysis, and oversee documentation and preparation of recommendations at its close. In phases II and III as the intensity of excavation increases, it is anticipated that this presence will proportionately rise. All research, field investigations, analysis, and report preparation will be completed within the schedule set in the authorization of work unless notification is given and adequate justification is provided to NHDOT.

Depending on the nature of the site, the prehistoric or historic archaeologist may require additional qualifications or additional personnel qualified in other fields that may not be specified under 36CFR61. For example, projects for NHDOT encounter situations in which personnel with expertise and/or demonstrated experience in geomorphology, botany, faunal analysis, forensic anthropology, and industrial and urban archaeology are needed. These individuals will possess graduate training in their field, two years of professional experience in the area of expertise for which they are being consulted, and the demonstrated ability to complete a research project with a report of findings. Principal investigators may also need to add architectural historians, historians, historical landscape architects, etc. to their team whose professional qualifications will follow those provided in 36 CFR 61.

CERTIFICATION BY NHDHR

For the purpose of compliance with the Special Attention, Historic and Archeological Resources, dated February 14, 2003, relative to Federal-Aid Highway Project No. _____, NHDOT Project No. _____, I certify the following:

1. That I have reviewed the maps, plats, photographs or other identifying geographical information supplied to me by the Contractor.
2. That the areas located on these maps, etc. are to be utilized by the Contractor _____ for the following purposes:
 - a. Excavation area _____.
 - b. Waste material area _____.
 - c. Storage or staging area _____.
 - d. Haul road _____.
 - e. Other (describe) _____

 _____.
3. That I have reviewed the NHDHR site files relative to these locations and proposed uses.
4. On the basis of the above information, I have concluded that:
 - a. The location(s) have been previously reviewed, no resources have been identified, and there is no need for further archaeological evaluation _____.
 - b. The location(s) are such that no further archaeological evaluation is necessary _____.
 - c. The location(s) are such that further field investigation is necessary _____.

NHDHR Review and Compliance Coordinator

Date

Received:

NHDOT Contract Administrator

Date

cc: FHWA
NH Division of Historical Resources
NHDOT, Bureau of Environment

CERTIFICATION BY ARCHAEOLOGICAL CONTRACTOR

For the purpose of compliance with the Special Attention, Historic and Archeological Resources, dated February 14, 2003, relative to Federal-Aid Highway Project No. _____, NHDOT Project No. _____, I certify the following:

1. That I have examined the areas identified on the attached plans, maps, or property plats.
2. That these areas are to be utilized by the Contractor _____ for the following purposes:
 - a. Excavation area _____.
 - b. Waste material area _____.
 - c. Storage or staging area _____.
 - d. Haul road _____.
 - e. Other (describe) _____

_____.

3. That I have used the following techniques in my examination:
 - a. Literature search _____
 - b. Walkover (describe methodology) _____
 - c. Subsurface testing (if appropriate) _____

4. That in my professional opinion, there is minimal or no likelihood that there are cultural resources (either historic or pre-historic) present or that any such resources present have integrity, and that there is no need for any other evaluative measures prior to the use of the areas described above for the purposes noted.

Archaeological Contractor _____
Date

Review by: _____
NHDHR Review and Compliance _____
Date
Coordinator

Received:

NHDOT Contract Administrator _____
Date

cc: FHWA
NH Division of Historical Resources
NHDOT, Bureau of Environment

**NEWINGTON-DOVER
11238S**

May 14, 2025

S P E C I A L A T T E N T I O N**ELECTRONIC DESIGN DATA AND 3D TERRAIN MODELS**

The New Hampshire Department of Transportation, hereinafter referred to as “the Department,” provides certain electronic design data prepared by the Department and/or its consultants in accordance with the NHDOT CAD/D Procedures and Requirements, hereinafter referred to as the “Design Files,” for Contractor use in bidding and ultimately constructing the project. (The information provided in the noted files is created with MicroStation® and Bentley® civil design software applications.)

This project:

- does not have Design Files.
- has Design Files but does not have 3D terrain models.
- has Design Files including 3D terrain models.

The Department provides the Design Files subject to the following conditions:

1. For projects that do not include 3D terrain models, the Design Files contributing to the final plan set will be provided following contract award.
2. For projects that include 3D terrain models, the models and supporting information are provided to all Bidders upon project advertisement. These files are identified as follows:

3D Terrain Models

- 3D terrain model representing the existing ground in DGN format
- 3D terrain model representing the design (finished ground) surfaces in DGN format
- 3D terrain models representing the subgrade, in DGN format
- 3D terrain model representing the existing ground in LandXML format
- 3D terrain model representing the design (finished ground) surfaces in LandXML format
- 3D terrain model representing the subgrade, in LandXML format

Alignment Data Files

- Geometry files containing horizontal and vertical profiles in DGN format
- Geometry files containing horizontal and vertical profiles in LandXML format
- Alignment Geometry Report (ASCII Report format)

Other Design Files

- Cross section Design Files (DGN & DXF formats).
- ROW Design Files (DGN & DXF formats).
- Existing natural and manmade features (DGN & DXF formats).
- Proposed features (DGN & DXF formats).
- Existing and proposed above ground and subsurface utilities and drainage features (DGN & DXF formats).

Note: Additional Design Files that contributed to the final plan set may be provided following contract award.

3. The Department and its consultants will provide a complete Project Journal to the Contractor that will define the files provided. Information in the Project Journal will include, but is not limited to, the following: project units; project scale; file names and associated descriptions; an index of all 3D terrain models provided, what they are used for, and horizontal and vertical extents of the data indicating any areas where the model may not be suitable for use by the Contractor; and an index of all alignments used, with descriptions.
4. The Design Files are provided as a convenience to the Contractor in connection with the Contractor's responsibilities and obligations relating to the project. The Department shall not be construed to have performed any services in connection with the Contractor's use of the Design Files, shall have no liability for any aspect of their use, and has no contractual relationship with the Contractor in connection with their use.
5. The Contractor shall not take advantage of any ambiguity or error contained within the data and, upon discovery of any ambiguity or error, shall notify the Department immediately before proceeding.
6. The Design Files are not, nor shall they be construed to be, a product or products. There are no warranties of any kind in such Design Files or in the media in which they are contained, either expressed or implied, including any warranty of merchantability or warranty of fitness.
7. Any conversion of the format is solely the responsibility of the Contractor. Conversion of Design Files from the machine-readable format used by the Department to some other format may introduce errors or other inaccuracies. The Contractor shall confirm the accuracy of any converted Design Files before using them. The Contractor shall take particular care to ensure that all files converted to other file formats maintain the same units of measure and coordinate system of the original data.
8. Any 3D terrain models created by the Contractor or their agents, for construction layout and/or automated machine guidance, shall be submitted to the Department in Bentley DGN or LandXML format. Submittal of the 3D terrain models to the Department, for digital inspection efforts onsite, shall occur no less than 21 calendar days in advance of Contractor's use onsite. No changes to the 3D terrain models shall be made after submittal without prior approval from the Engineer.
9. The Contractor shall not use, or allow others to use the Design Files, in whole or in part, for any purpose or project other than as stated above, without prior express written permission from the Department. Any assumptions the Contractor makes from this electronic information is at the Contractor's risk.

12/23/24

SSD: 12/3/79, 4/10/80, 11/19/82, 5/9/83, 12/7/90, 12/20/96, 07/14/04, 09/01/05, 08/06/07, 01/07/09, 04/15/09, 11/30/09, 05/12/10, 02/17/11, 07/16/15, 11/02/15, 12/16/15, 01/20/16, 07/15/16, 08/22/17, 01/23/18, 09/13/18, 02/13/19, 04/24/19, 12/23/19, 04/08/20, 12/14/20, 07/16/21, 12/22/21, 12/20/22, 12/28/23

Page 1 of 3

May 27, 2025

SPECIAL ATTENTION

FUEL ADJUSTMENT

- (a) The shortage of all products in relation to the national and worldwide energy situation has made future costs of fuel unpredictable. For this reason, a price adjustment clause is being inserted in this contract to provide for either additional compensation to the Contractor or payment to the State, depending upon an increase or decrease in the price of fuel.
- (b) The fuel usage factors, which will be applied to the several items of the Contract shall be those set forth in Table 1.
- (c) Price adjustment will be based upon the quantity of fuel incorporated in the work as determined by the factors in Table 1.
- When the monthly sales price determined per paragraph (f) is more than 110% of the fixed base price set forth in paragraph (e), a contract adjustment will be made under Item 1010.15 based on: [monthly sales price less 110% of the fixed base price] multiplied by [item quantity eligible for payment during month] multiplied by [fuel factor].
 - When the monthly sales price determined per paragraph (f) is less than 90% of the fixed base price set forth in paragraph (e), a contract adjustment will be made under Item 1010.15 based on: [monthly sales price less 90% of the fixed base price] multiplied by [item quantity eligible for payment during month] multiplied by [fuel factor].
- (d) The Contractor warrants that its bid prices for this Contract include no allowances for any contingency to cover increased costs for which adjustment is provided herein.
- (e) The fixed base price of fuel will be \$ 2.6710 per gallon.
- This price is used solely to compute price adjustments. The fuel price will be the lower bulk retail price of **ultra low sulfur diesel fuel** for Boston as published by OPIS (Oil Price Information Service) in the Oil Price Daily, formerly known as the Journal of Commerce, and will include current Federal and State taxes.

- (f) The monthly sales price of fuel will be determined by the Department based on the following schedule:

2025					
Month	Publication Date	Month	Publication Date	Month	Publication Date
January	December 23, 2024	May	April 28, 2025	September	August 25, 2025
February	January 27, 2025	June	May 26, 2025	October	September 22, 2025
March	February 24, 2025	July	June 23, 2025	November	October 27, 2025
April	March 24, 2025	August	July 28, 2025	December	November 24, 2025

Monthly sales prices will be set in the same manner as indicated in paragraph (e).

- (g) When an adjustment is called for as provided in paragraph (c), the monthly sales price determined in paragraph (f) will be used for work accomplished in the following month.
- (h) No price adjustment will be allowed beyond the Project completion date unless there is a Department-approved extension of time. Price adjustments will be made on quantities adjusted as a result of the final audit.
- (i) The Department will not be responsible for computing or otherwise indicating price adjustments except to the prime contractor, which must make its own arrangements with its subcontractors.
- (j) When no item for Fuel Adjustment is included in the Contract no adjustments will be made.

Pay item and unit:

1010.15 Fuel Adjustment ¹ \$

¹ Not a bid item.

Table 1 - FUEL FACTORS

Item of Work	Item No.	Units	Fuel	
Excavation:				
Earth	203.1_.,4_	gal/c.y.	0.26	
	203.50_.,51_.,52_			
	203.6_.,7_			
	206.1_			
	207.1_			
	504.1_			
Rock	203.2_	gal/c.y.	0.34	
	206.2_			
	207.2_			
	504.2_			
Other	203.3_	gal/c.y.	0.31	
	206.3_			
	207.3_			
	583._			
	585._			
	586._			
	587._			
Bases:				
Unprocessed	209._	gal/c.y.	0.46	
	304.1_.,2_			
Processed	304.3_ ⁴	gal/c.y.	0.82	
	304.4_.,5_.,6_			
	508._			
Bituminous Concrete				
Pavement ²	403._	gal/ton	1.90	
	411._			
All Other Items:		gal/\$1,000 of work	13.0	
Excluded Items: ³				
210._	510.41_	550.2_	565.7_	670.104
211._	510.61_	560._	568._	692._
306.31_	510.65_	561._	592._	693._
306.32_	521.2_	563.1_	603.0001	697._
306.33_	528._	563.2_	618._	698._
410._	544._	563.3_	619._	699._
419.3	548._	563.7_	624._	8_._
510.31_	550.1_	565.2_	645.7_	10_._

² Item 403.4, 403.16, & 403.26 shall be calculated using the "All Other Items" category rate.

³ Also excluded are all supplementary agreements, extra work and per specification items.

⁴ Item 304.32 shall be calculated using the "All Other Items" category rate.

SPECIAL ATTENTION**PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) SECURITY**

The Department has experienced several events on construction projects where control panels of a PCMS were entered/hacked resulting in an unauthorized message. PCMSs play an important role in the management of traffic through a work zone. The primary purpose of a PCMS in a work zone is to display real time information, advising the road user of unexpected situations ahead.

The Department is requiring all Contractors to take the necessary steps to secure the PCMSs on this project in an effort to prevent future hacking incidents. At a minimum, this should include the control panel being locked, allowing only authorized users the ability to access the keyboard. Secondly, having secure passwords that are only accessible to authorized personnel is another line of defense. Hacked PCMSs prevent them from performing their primary function of displaying important, real-time messages about current traffic conditions, putting the safety of both the traveling public and workers at risk.

While this Special Attention focused on PCMSs, this level of security should be extended to all traffic control devices, whose sole purpose is to convey real-time information that allow the traveling public to travel through our work zones in a safe manner.

NOTICE TO CONTRACTORS

MASH Compliant Portable or Temporary Barrier Requirement and Sunsetting of Non-MASH PCB on the NHS

For contracts on the NHS, all new Portable Concrete Barrier (PCB) (For Traffic Control) (Item 606.417) and Temporary Traffic Control Barrier (Item 606.953) manufactured after December 31, 2019, shall conform to the testing and evaluation criteria of the Manual for Assessing Safety Hardware (MASH). Existing 3-Loop PCB (NHDOT Standard GR-23) and temporary barrier that meets National Cooperative Highway Research Program (NHCRP) 350 can be used throughout its remaining useful service life (see current Standard Drawing GR-23 regarding linking pin information). Non-MASH compliant PCB and temporary barrier fabricated/manufactured after December 31, 2019 will not be allowed.

To achieve the goal of 100% MASH compliant PCB and temporary barrier on the NHS, the NHDOT will “phase-out” the use of non-MASH compliant barrier over a future four (4) year period. Beginning in 2030, approximately 25% of the contracts advertised will require the use of MASH compliant PCB and temporary barrier and the requirement will increase incrementally until the 2034 construction season, when all new contracts will specify the use of only MASH compliant PCB and temporary barrier.

Note: In addition, a Certificate of Compliance for Item 619.1, accompanied with FHWA letter of compliance if one exists - or a copy of report of successful MASH testing if one does not exist, shall be provided to the Department stating that the traffic control devices provided meet the testing and evaluation criteria of MASH.

New NHDOT Standard Portable Concrete Barrier

Item 606.417 - Portable Concrete Barrier (Standard Drawing GR-24 and GR-25, based on Roadside Pooled Fund F-Shape Concrete Portable Barrier) cast after December 31, 2019, meets all the testing and evaluation criteria of MASH and is therefore acceptable on applicable state contracts.

MASH-compliant PCB other than the state standard (GR-24 and GR-25) may be used on a project-by-project basis, with approval of the Engineer, and only if documentation of its MASH-compliance is provided.

SPECIAL ATTENTION

ROADSIDE SAFETY HARDWARE WORTHINESS COMPLIANCE WITH NCHRP REPORT 350 AND MASH

The American Association of State Highway and Transportation Officials (AASHTO) has most recently published the Manual for Assessing Safety Hardware (MASH), 2016 edition. The main objective of MASH is to present uniform guidelines for the crash testing of both permanent and temporary highway safety hardware and evaluation criteria to assess test results. The need for updated crash criteria was based primarily on the changes to the vehicle fleet since the publication of National Cooperative Highway Research Program (NCHRP) Report 350. Highway safety hardware includes, but is not limited to, longitudinal barriers, crash cushions, attenuators, end terminals, breakaway supports, and work zone hardware/devices.

IMPORTANT: AASHTO & FHWA formed a joint Implementation Agreement (dated January 7, 2016) for MASH to set dates for states to come into compliance with MASH standards for various categories of roadside safety hardware. This agreement states full compliance to MASH for all permanent hardware by January 1, 2020.

Temporary work zone devices manufactured after December 31, 2019 must be MASH 2016 compliant. However, NCHRP-350 and MASH 2009 compliant devices manufactured prior to January 1, 2020 can be used throughout their normal service life. Service life for portable concrete barrier has been defined in the *Notice to Contractors*. Service life for temporary impact attenuation devices has been defined in their item specifications. All other devices meeting NCHRP-350 or MASH 2009 compliance, and manufactured prior to January 1, 2020, such as temporary barricades, can be used until December 31, 2025.

WORK ZONE TRAFFIC CONTROL DEVICES:

The following is a summary of work zone traffic control devices categories, and their crash testing acceptance requirements, titled "Recommended Procedures for the Safety Performance Evaluation of Highway Features," testing and evaluation criteria as implemented by the AASHTO-FHWA Agreement (350 Agreement) dated July 1, 1998. These categories and associated requirements also apply to newly designed or revised devices that would now fall under MASH testing criteria.

Category I: Small, lightweight devices that are known to be crash-worthy from crash testing or years of demonstrable safe operational performance. These include plastic or rubber cones, tubular markers, flexible delineators, and plastic drums with no lights, batteries, signs, etc. added. For devices to be included in this category, there must be virtually no potential that they will penetrate windshields, cause tire damage, or have a significant effect on the control or trajectory of an impacting vehicle. These devices will be allowed based upon developer's self-certification, as long as there are no attachments to the device.

Category II: Devices that are not expected to produce significant vehicular velocity change, but may be otherwise hazardous. All or parts of the devices may be substantial enough to penetrate a windshield or injure a worker or they may cause instability when driven over or become lodged under a vehicle. The total mass of a Category II device must be less than 45 kg. Examples of this category are barricades, portable sign supports, intrusion detectors and alarms and drums, vertical panels, or cones with lights.

Category III: Devices expected to cause significant velocity change or other potentially harmful reactions in impacting vehicles and Category II devices with a mass greater than 45 kg. Examples of this category are Truck-mounted attenuators (TMA), portable crash cushions, and portable concrete barrier (requires appropriate sized pin and loop or better connection).

Category IV: Examples of this category are portable, usually trailer mounted devices such as area light supports, flashing arrow panels/arrows displays, temporary traffic signals, and changeable message signs. However, these types of devices combined with TMA are considered Category III devices.

All categories of project work zone traffic control devices in use shall conform to the testing and evaluation criteria as outlined above. Devices not conforming to the criteria shall be replaced with conforming devices at no expense to the Department.

05/03/23

SSD: 09/01/05, 04/07/09, 11/30/10, 06/01/13, 06/11/20

SPECIAL ATTENTION**SECTION 606 – GUARDRAIL****W-BEAM GUARDRAIL**

Situations for connecting new standard beam guardrail to existing guardrail installations may include:

- 1) New standard beam guardrail, set at 31 inches high as required by the mid-splice guardrail system, to be connected to beam guardrail terminals that have been crash tested at 27 inches high or bridge approach units that were designed at a lower height.
- 2) New standard beam guardrail to be connected to existing beam guardrail that is not at the same height.

Additional items may be included in the contract to make up the height difference (e.g., three-beam transition panel shape unit, etc.), or to aid in connection between systems (e.g., back-up plate for aluminum approach railing, etc.). These items will be noted on the contract plans. Another means for making up the height difference is transitioning the height of the new standard beam guardrail over 50 feet to connect to the existing rail, terminal unit, or bridge approach unit.

Set the EAGRT heights according to the manufacturer's recommendation, as accepted under the Manual for Assessing Safety Hardware (MASH) - 2016 criteria. All other terminals, including, but not limited to, ELT, MELT, and CRT, shall be set at the crash acceptance height of 27-inch unless otherwise accepted under crash test acceptance for a higher height.

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May 6, 2025

SPECIAL ATTENTION**SECTION 102 -- BIDDING REQUIREMENTS AND CONDITIONS****NON-MANDATORY PRE-BID MEETING**

The Bidder is encouraged to attend a non-mandatory pre-bid meeting. NHDOT will be presenting available options for Access for Bridge Construction and Removal of the General Sullivan Bridge Superstructure, which include a trestle / barge operation within Little Bay and a lane and shoulder reduction on the Spaulding Turnpike (southbound) for placement of crane(s) and equipment on the Little Bay Bridge.

The meeting will be held on Tuesday, July 15, 2025, in person, in Room 112/113 at the New Hampshire Department of Transportation headquarters, at 7 Hazen Drive, Concord, NH or virtually by a Teams Meeting, beginning promptly at 10 AM. The Teams Meeting link will be posted with this project's information on the Department's *Invitation to Bid* website (www.dot.nh.gov/doing-business-nhdot/contractors/invitation-bid).

Questions, before or after the meeting, shall be submitted to Jason Tremblay via email (Jason.A.Tremblay@dot.nh.gov) at least five working (5) days before the hour and date set for the Bid Opening. A written response will be distributed by addenda to all Bidders in a timely manner.

01/12/09
SSD: 03/31/08

SPECIAL ATTENTION

LEAD-BEARING PAINT

This special attention pertains to Item 502, Removal of Existing Bridge Structure, and related construction activities.

The Contractor is advised that the existing paint system(s) on the existing bridge is lead-bearing paint (LBP) and contains hazardous concentrations of lead.

The Contractor shall perform construction and demolition activities (e.g. flame cutting, rivet busting, removal of bridge members, etc.) involving bridge components with LBP in conformance with the applicable worker protection provisions of OSHA 1926.62, Lead Exposure in Construction Final Rule; and LBP debris shall not be permitted to enter the environment in conformance with the environmental protection requirements of the NH Department of Environmental Services.

The Contractor's plan for the removal of the existing bridge shall include worker protection and environmental protection measures. The Contractor shall not commence with bridge removal work without submittal and approval of the compliance plan.

Reference to these regulations shall not preclude or preempt any local, State or Federal regulations that may also apply.

The Contractor will not be held responsible for the abatement of any pre-existing conditions at the bridge site involving LBP.

09/29/22
SSD: 07/12/88, 01/07/91

SPECIAL ATTENTION

CONTRACTOR VEHICLES

Contractor vehicles working on Turnpike projects will not be granted toll exemption. Contractors may make arrangements with the Bureau of Turnpikes to procure an E-ZPass account or pay cash. The effective date of this policy is June 14, 1988 when RSA 237:12, relative to exemption from tolls on the N.H. Turnpike System was repealed and re-enacted.

NOTICE TO CONTRACTORS

Sunsetting of Orange Type VI Sheeting for Permanent and Temporary Operational Construction Signing

All new permanent and temporary construction operational signs requiring orange retroreflective sheeting shall be fluorescent in accordance with the Special Provisions for Sections 619 and 718.

The use of existing contractor inventory of permanent and temporary orange operational construction signs utilizing non-fluorescent retroreflective sheeting can be used throughout its remaining useful service life or until December 31, 2023, whichever is sooner, provided the signs meet Section 619.3.2.1. Only fluorescent orange retroreflective sheeting will be allowed after December 31, 2023.

SPECIAL ATTENTION**e-Ticketing**

Both the Department and contracting industry have been moving further toward electronic record keeping as a matter of good practice, realizing such benefits as being more efficient, safer, and environmentally friendly. Initially, the Department accelerated this practice in direct response to the Covid-19 pandemic by requiring, to the extent practical, an all-electronic environment, including electronic ticketing (e-Ticketing). Based on challenges that arose due to the varying platforms that were being used, the Department has officially partnered with HaulHub Technologies to standardize e-Ticketing on all projects with hot or cold mix bituminous asphalt paving.

By way of this Special Attention, all suppliers of bituminous asphalt will be required to have connectivity to the NHDOT's portal via HaulHub. There is no cost to the supplier as the Department has an active subscription with HaulHub. HaulHub has been provided with a list of all the active asphalt suppliers and has been actively working to make the necessary connections.

By way of HaulHub, when operators at the batch plants log the truck and job details and create the paper ticket, the digital ticket information is automatically sent to the HaulHub cloud from the producer's scale database. Once in the cloud, the information is available in real time on the mobile application (JobSlip) and from the Portal.

Although not currently required, this portal may also be used for concrete and other aggregates in lieu of paper tickets; otherwise, paper tickets will still be required per specification.

SPECIAL ATTENTION

BUILD AMERICA, BUY AMERICA

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

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

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

Existing De Minimis Use Exemption for Iron and Steel: The requirements of the law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total construction contract price or \$2,500.00, whichever is greater.

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

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

10/11/23

SSD: 03/09/90, 12/05/90, 04/04/92, 02/22/93, 04/24/95, 06/05/98, 06/02/10, 10/26/22

Page 2 of 3

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

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

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

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

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

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

10/11/23

SSD: 03/09/90, 12/05/90, 04/04/92, 02/22/93, 04/24/95, 06/05/98, 06/02/10, 10/26/22

Page 3 of 3

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

Manufactured Products

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

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

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

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

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

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

SPECIAL ATTENTION**CONVICT PRODUCED MATERIAL**

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

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

1/2001
Supersedes 3/90
ALL FA PROJECTS

SPECIAL ATTENTION

LOBBYING

UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

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

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

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

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

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

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

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

01/17/25
SSD: 3/29/88, 12/5/90, 12/24/98

FHWA Projects

SPECIAL ATTENTION

**CONTRACT AFFIDAVIT FOR NON-COLLUSION AND
CERTIFICATION REGARDING DEBARMENT SUSPENSION**

In accordance with Section 112(c) of Title 23 USC, Bidders are required to declare a non-collusion statement in connection with this Proposal via electronic certification in the bidding software (iCX) as part of submitting a bid.

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In accordance with 2 CFR Parts 180 and 1200, the Contractor, including all principals, shall electronically certify that they are not currently under debarment or suspension or have not been under debarment or suspension within the past three years via the bidding software (iCX) as part of submitting a bid. Certification instructions for both First Tier Participants and Lower Tier Participants have been included in Form FHWA-1273 under *Section X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.*

SPECIAL ATTENTION

SUMMARY OF REQUIREMENTS FOR FEDERAL-AID PROJECTS

1. Subletting on Federal-aid Contracts:

- a. On Federal-Aid projects, the following documents are required to be incorporated in and made a part of, every subcontract agreement; including lower-tier subcontract agreements, and companies, and/or independent contractors that perform testing, monitoring, inspection services such as ground penetrating radar, erosion control monitoring, video inspection, SWPPP, POP, environmental testing/monitoring or vibration monitoring, require subcontractor approval:
 - [NHDOT Subcontracting Procedure](#) and Forms:
 - Updated [Annual Assurances](#) (annual requirement). Contractors will not be approved or authorized to work until all Office of Federal Compliance (OFC) Annual Assurance requirements have been fulfilled.
 - OFC Form 15 - Transmittal Request
 - OFC Form 14 - Contractor Acknowledgment Certification
 - OFC Form 26 - Work Certificate
 - A signed written contract, including:
 - A valid Certificate of Insurance, listing NHDOT as the Certificate holder. OFC staff will verify coverage with the NH Department of Labor (NHDOL). Workers Compensation Insurance needs to be on the [National Council on Compensation Insurance \(NCCI\)](#) database and company must be in good standing with [NH Secretary of State](#).
 - Per NH RSA 228:4-b, Workers' Compensation Insurance must cover all individuals performing work on site and shall remain in effect for the duration of the contractor's work on the project. No excluded individual, owner, or officer may perform work on site without exception. All persons working on site must have Workers' Compensation coverage on file with the NHDOL.
 - Attention of the Contractor is called to [NHDOT Standard Specifications](#) 107.02 and [NH RSA 293-A:15.01](#), which, among other provisions, requires that all Contractors, including those based out-of-state, register their business name with the [NH Secretary of State's Office](#) and remain active or in good standing throughout the period of participation.
 - Required Contract Provisions (FHWA-1273)
 - Disadvantaged Business Enterprise (DBE) Program Requirements (Standard Specification 103.06)
 - Prompt Payment to Subcontractors ([Standard Specification 109.09](#))

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

2. FHWA Form 1273, Required Contract Provisions:

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

3. Certified Payrolls and Time Sheets:

- a. Submission Format: Payrolls, as required by FHWA Form 1273, shall be submitted electronically (email) as a pdf document to the NHDOT Contract Administrator, consistently named in the following format: Contractor’s name (abbreviated is acceptable) followed by the “week ending” date (yyyy/mm/dd). The Contractor’s and each Subcontractor’s payroll shall be submitted as separate, individual files.

Example: Plow Brothers Inc 2017-12-09

- b. Multiple Counties/States or Categories (Highway/Building/Heavy): Whenever Contracts have multiple wage determinations, contractors shall indicate, on each payroll submission, which wage determination is applicable to the work. In the instance that there are multiple counties within the Contract the payroll shall indicate which county the work was performed.
- c. Project Specific: Except for weekly gross pay, deductions, and weekly net pay, all information shown on certified payrolls shall be project specific. Please reference FHWA Form 1273 for additional payroll requirements and limitations.

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

4. Sign-In Sheets:

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

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

- a. The Prime Contractor is required to submit an additional request to the NHDOT for any classification of labor/equipment that they or their subcontractors shall be utilizing under the Contract that is not contained in the Proposal’s Federal General Decision.
- b. Conformance submissions shall be in accordance with U.S. Department of Labor Memorandum No. 213, dated March 22, 2013. A copy of the Memorandum can be found at www.dol.gov/sites/dolgov/files/WHD/legacy/files/AAM213.pdf.
- c. Unless otherwise instructed by the OFC, a SF 1444 shall be used for this purpose.
- d. Requests must be submitted to the NHDOT prior to any work being performed in the classification(s).
- e. Contractors who do not receive a USDOL conformance decision from the OFC within 45 days of submission should follow-up with the OFC.

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

- 4) Carpenter (Form Work Only): Formwork carpenters build the molds that retain wet concrete in the construction of bridges, foundations, and other concrete structures. This also includes pre-manufactured forms made of steel, wood, or heavy plastic. Work under this class also includes bracing required to hold the forms in place.
- 5) Carpenter (Excluding Form Work): Involves all carpentry work not directly related to the pouring of concrete. This includes, without limitation, scaffolding, safety rail, platforms, walkways, stairs, demo containment, buildings, and bracing that is not in direct contact with concrete.

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

Note 2: Questions involving these classes should be addressed prior to performing work on the project.

- 6) Drill Operator: Unless a hand-held tool, which can then be classified and performed as a Common/General Laborer, all drill work shall be performed in the “Drill Operator” classification. Conformances, if needed, shall be consistent with this requirement.
- 7) Guardrail Installer: Except for the “pounder,” each person performing guardrail installation work shall be classified as “Guardrail Installer.”
- 8) Ironworker (Reinforcing): Positions and secures steel bars to placement of reinforced concrete; determines number, size, shape, and location of reinforcing rods from plans, specifications, sketches and/or oral instructions; places and ties reinforcing steel using wire and pliers, sets rods in place, spaces and secures reinforcing rods. May bend steel rods with hand tools or operate a rod-bending machine; may reinforce concrete with wire mesh; may perform other related duties.
- 9) Ironworker (Structural): Performs any combination of the following duties to set beams, hang diaphragms, install bolts, torque bolts, test bolts, raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks, working as a member of a crew; sets up hoisting equipment for raising and placing structural steel members; fastens steel members to cable of hoist using chain, cable or rope; signals worker operating hoisting equipment to lift and place steel members. Guides member using guy line (rope) or rides on member to guide it into position. Reads plans; rigs, assembles, and erects structural members requiring riveting or welding. May perform other related duties.
- 10) Lead Abatement Worker: All work associated with lead abatement shall be classified as “Lead Abatement Worker”.
- 11) Stone Mason: Builds stone walls, as well as set stone exteriors and floors, lays/sets all cut stone, marble, slate, or stone, with or without mortar. They work with natural cut stone, such as marble, granite, limestone, and artificial stone made of concrete, marble chips, or other masonry materials.

- 12) Sweeper/Broom Operators: Whenever Sweeper or Broom does not appear in the Wage Determination, contractors may use the Truck Driver classification for this service if the equipment used is of the over the road type (only). However, anytime the Contract has an established classification/rate for “Sweeper or “Broom,” this classification must be used and the minimum rate, as it appears in the contract, shall apply.
- 13) Traffic Coordinator: Performs sign placement and maintenance, including proper set up and relocation of construction sign packages and message boards; designs lane closures in accordance with local, state, and Federal requirements. Please do not confuse this classification with Flagger.

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

- a. State managed projects: Contractors may use the OFC Form 18 or utilize their own document that contains the same required information unless otherwise instructed by the OFC.
- b. LPA projects: Contractors shall use the OFC Form 12.
 - Contractors may use the OFC Form 18 or utilize their own document that contains the same required information unless otherwise instructed by the OFC.
 - If no payments were made for a State managed or LPA project during the reporting period, contractors shall submit the appropriate certification form or email indicating “no payments made to subcontractors.”

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

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

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

9. Corrective Action Plan

- a. Any Contractor, Subcontractor, or Lower-tier Subcontractor found to be in violation of Required Contract Provisions, made part of its contract may be suspended to work on existing or future projects and/or required to provide a Corrective Action Plan (CAP). Other sanctions may be imposed by the Department as appropriate.

Corrective action will include, but not limited to, the submission of certified payrolls or other records and reports necessary to verify compliance with the Provisions.

- b. Any Contractor, regardless of the tier, found to have repeatedly violated the Required Contract Provisions, may be required to complete 4-hours of Contractor Compliance Training conducted by the Department. When mandated, a principal owner and/or company executive and his/her payroll accountant shall attend Contractor Compliance Training must be completed before participation on future projects is authorized. This requirement does not relieve the Contractor of its obligations under the prime contract, nor does it prevent the Department from seeking other remedies or enforcement actions, as provided by the governing Rules and Laws and Federal Regulations.
- c. Companies will be notified of violations in writing. Actions the company must take to have participation privileges restored will be clearly indicated. Companies will also be advised that if a satisfactory response is not received within 7 days of the requested CAP, the company will be considered “non-responsive.” In cases where lower tier companies are non-responsive, matter will then be deferred to the Prime Contractor for payment of outstanding payments as provided in Required Contract Provisions.

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

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

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

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

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

escrow account. When a final decision is rendered, the Prime Contractor makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

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

Please direct questions relating to any information in this document to the OFC at laborcompliance@dot.nh.gov. See the OFC website (www.dot.nh.gov/doing-business-nhdot/office-federal-compliance) for forms, documents, and other helpful material.

SPECIAL ATTENTION

Disadvantaged Business Enterprise (DBE)

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

1. **Policy.** It is the policy of the USDOT to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in [49 Code of Federal Regulation \(CFR\) Part 26](#), to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of [49 CFR Part 26](#) applies to this contract.
2. **Disadvantaged Business Enterprise (DBE) Obligation.** The State and its Contractors agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in [49 CFR Part 26](#), to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Each subcontract the Prime Contractor signs with a subcontractor must include this assurance: “The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall carry out applicable requirements of [49 CFR Part 26](#) in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the NHDOT deems appropriate.”
3. **Sanctions of Non-Compliance.** The Contractor is hereby advised that failure of the Contractor, or any Subcontractor performing work under this contract, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of contract and, after notification of the USDOT, may result in termination of this contract or such remedy as the State deems appropriate.

Disadvantaged Business Enterprise (DBE) Program Goals. The NHDOT is required to set an overall DBE goal for participation in all transportation related Federal-aid projects which can be obtained through race-neutral means (i.e., voluntary participation and utilization of DBEs on federal-aid projects). Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

- A. **Overall (Race-Neutral) Statewide DBE Goals.** The NHDOT strives to meet the set statewide DBE goal by using race-neutral means. The overall DBE goal is determined following guidelines set forth in [49 CFR 26.45](#), and based on the availability of ready, willing, and able DBEs who submitted bids for transportation related projects, compared as a percentage of all available contractors who submitted bids for transportation related projects during the same time period. This means that unless otherwise stated in the contract, the NHDOT relies on the voluntary cooperation (race-neutral means) of all contractors to utilize DBEs on every project, sufficient to meet or exceed the current statewide DBE goal. The DBE goal may be adjusted to consider other factors impacting DBE utilization, to narrowly tailor the overall DBE goal. The detailed goal setting methodology and current overall DBE goal may be viewed on the NHDOT website at www.dot.nh.gov/doing-business-nhdot/office-federal-compliance/disadvantaged-business-enterprise-program.

B. Project/Contract Specific (Race-Conscious) DBE Goals. The NHDOT may place a project/contract specific DBE goal if it determines that the overall, statewide DBE goal will not be attained through race-neutral means. Contract goals are set so that they will cumulatively result in meeting the portions of the overall goal that the Department does not project being able to meet through race-neutral means. Any project/contract that contains a DBE goal shall be clearly expressed as a percentage of the federal-aid portion of the contract price and noted at the top of this DBE Special Attention, which will be inserted into the Contract.

Specific procedures for the “apparent low bidder” are detailed on pages 4 and 5 of this Special Attention under “Procedures for Projects/Contracts with a Specific DBE Goal (Race-Conscious)” and only apply to projects that contain specific DBE goal. Failure to follow these specific procedures, or to meet or exceed the required DBE goal or “Good Faith Effort” requirements, may result in sanctions, including a reduction of contract payments.

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

- A. “Socially and economically disadvantaged person” means any rebuttably presumed individual as defined by 49 CFR and/or any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control ([49 CFR 26.5](#)).
- B. “Owned and controlled” means a business which is:
 - (1) A sole proprietorship legitimately owned and controlled by an individual who is a disadvantaged person.
 - (2) A partnership, joint venture, or limited liability Company in which at least 51% of the beneficial ownership interests is legitimately held by a disadvantaged person(s).
 - (3) A corporation or other entity in which at least 51% of the voting interest and 51% of the beneficial ownership interests are legitimately held by a disadvantaged person(s).

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

Certified DBE Directory. The current New Hampshire Disadvantaged Business Enterprise (DBE) Directory is available online at www.dot.nh.gov/doing-business-nhdot/office-federal-compliance/disadvantaged-business-enterprise-program. This directory contains all currently certified DBEs available for work in New Hampshire and is updated weekly. Only firms listed in this directory are eligible for DBE Program/Goal credit on NH Federal-aid projects. Questions about DBE certification, or if further assistance is needed, should be directed to the External EEO Coordinator at (603) 271-8252 or dbecertification@dot.nh.gov.

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

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Furthermore, this means that:

- A. The DBE must also be responsible for ordering its own materials and supplies, determining quantity and quality, negotiating price, installing (where applicable) and paying for the material itself;
- B. The DBE must perform work commensurate with the amount of its contract;
- C. The DBEs contribution cannot be that of an extra participant or a conduit through which funds are passed in order to obtain the appearance of DBE participation;
- D. The DBE must exercise responsibility for at least fifty percent of the total cost of its contract with its own work force;
- E. None of the DBE's work can be subcontracted back to the Prime Contractor, nor can the DBE employ the prime's, or other subcontractor's supervisors currently working on the project;
- F. The DBE's labor force must be separate and apart from that of the Prime Contractor or other subcontractors on the project. Transferring crews between primes, subcontractors, and DBE contractors is not acceptable;
- G. The DBE owner must hold a Public Works license and any other professional or craft licenses required for the type of work he/she performs on the project; and
- H. The DBE may rent or lease, at competitive rates, equipment needed on the project from customary leasing sources or from other subcontractors on the project.

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

- A. **A DBE Prime Contractor:** Count 100% of the value of work performed by own forces, equipment and materials count towards DBE goals.
- B. **An approved DBE Subcontractor:** Count 100% of the value of work performed by the DBE's own forces, equipment, and materials, excluding the following:
 - The cost of materials/supplies purchased from a non-DBE Prime Contractor.
 - The value of work provided by non-DBE lower tier subcontractors, including non-DBE trucking to deliver asphalt to a DBE contractor.
- C. **A DBE owner-operator of construction equipment:** Count 100% of expenditures committed.
- D. **A DBE manufacturer:** Count 100% of expenditures committed. The manufacturer must be a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
- E. **A regular DBE dealer/supplier:** Count 60% of expenditures committed. A regular dealer/supplier is defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment, in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A person may be a dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business, if the person both owns and operates distribution equipment for the products, by the means of a long-term agreement, and not by a contract-by-contract basis.

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- F. **A DBE Broker:** Count for DBE credit only the fees or commissions charged for assistance in the procurement, and fees and transportation charges for the delivery of materials or supplies required at the job site, but not the cost of materials procured. A broker is defined as any person(s) or firm who arranges or expedites transactions for materials or supplies and does not take physical possession of the materials or supplies at their place of business for resale.
- G. **A DBE renter of construction equipment to a contractor:** Count 20% of expenditures committed, with or without operator.
- H. **A bona fide DBE service provider:** Count 100% of reasonable fees or commissions.
- Eligible services include professional, technical, consultant, or managerial, services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract. Eligible services also include agencies providing bonding and insurance specifically required for the performance of the contract.
- I. **A trucking, hauling or delivery operation:** Count 100% of expenditures committed when trucks are owned, operated, licensed, and insured by the DBE and used on the contract and, if applicable, includes the cost of the materials and supplies. 100% of expenditures committed when the DBE leases trucks from another DBE firm including an owner-operator. 100% of reasonable fees, or commissions, the DBE receives as a result of a lease arrangement for trucks from a non-DBE, including an owner-operator.
- J. **Any combination of the above.**

Reporting Requirements for Payments Made to DBEs. On all Federal-aid projects, due to the prompt payment requirement, contractors are required to report payments made to DBEs during the life of the contract, on a monthly basis. The NHDOT will provide the Contractor with a monthly Prompt Payment Certification Form, detailing all DBEs subcontracted by the Contractor, per project. The Contractor shall report any payments made to DBEs during the requested reporting period. This form shall be submitted to the Office of Federal Compliance (OFC) at laborcompliance@dot.nh.gov. Failure of the Contractor to submit this information may result in the Department withholding progress payments.

Removal of Approved DBEs from Projects/Contracts with a specific DBE Goal (Race-Conscious). Contractors are required to utilize the specific DBEs listed on their DBE Letters of Intent and/or DBE Commitment Forms to perform the work and supply the materials for which each is listed unless the contractor obtains a written consent from NHDOT OFC. Without the written consent, the Contractor shall not be entitled to any payment for work or materials unless its performed or supplied by the listed DBE.

Contractors may not terminate for convenience, any approved DBE subcontractor and perform the work with their own forces, without prior written consent from the NHDOT OFC.

Procedures for Projects/Contracts with a Specific DBE Goal (Race-Conscious). The apparent low bidder must document that it has obtained sufficient DBE participation to meet the specific Project/Contract DBE Goal, or document and provide adequate evidence of “Good Faith Efforts” to meet the requirement, even though it did not succeed in obtaining enough DBE participation to do so. The apparent low bidder must do the following:

All bidders or offerors are required to file with the NHDOT OFC, a signed Letter of Intent (OFC Form 29) and DBE Commitment Form (OFC Form 30) within three (3) days after bid opening for their bid to be considered responsive. The forms ask for the following information:

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- a) The names and addresses of DBE firms that will participate in the contract.
- b) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.
- c) The dollar amount of the participation of each DBE firm participating.
- d) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal.
- e) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the Prime Contractor's commitment.

Letters of intent do not represent formal subcontracts between the Prime Contractor and DBEs, however, shall represent the anticipated work and participation by the DBE on the project.

At a bidder's request, an additional two (2) days may be given to the apparent low bidder for a low bid contract with DBE goal, to furnish the DBE Commitment Form/Good Faith Effort information, as outlined in [49 CFR Part 26](#). The request must be submitted in writing and sent directly to the OFC. The NHDOT Contracts Office shall also be made part of the notification process.

OFC will review the DBE Commitment Form, the Letter of Intent and/or Good Faith Effort (GFE) information (if applicable) for completeness and accuracy and determine if the bidder has fulfilled the requirements and/or made the Good Effort in accordance with regulatory requirements, before NHDOT commits to the performance of the contract by:

- a) ensuring that the bidder has obtained enough DBE participation to meet the goal; or
- b) that it made adequate Good Faith Effort to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. If the bidder does document adequate Good Faith Effort, NHDOT will follow the approved process and will not deny award of the Contract on the basis that the bidder failed obtain enough DBE participation to meet the goal.

NHDOT will award the Contract only to a bidder who makes good efforts to meet the DBE goal.

Failure to provide the required DBE Forms and/or acceptable documentation of "Good Faith Efforts" to obtain DBE utilization within three (3) days after the bid opening date, or by the extended deadline, will be considered a lack of responsiveness on the part of the apparent low bidder.

If for any reason during the progress of project work the Prime Contractor finds that the DBE's subcontractors included on the DBE Commitment Form are unable to perform the proposed work, the Prime Contractor, with written approval from the Department, may substitute other DBE firms for those named on the list. If the Prime Contractor is able to clearly document his inability to find qualified substitute firms to meet the project goal, the Prime Contractor may request, in writing, a waiver of that portion of the goal.

If at any time during the life of the Contract it is determined that the Prime Contractor is not fulfilling the Race Conscious (RN) goal requirement or commitment(s) and is not making a Good Faith Effort to fulfill the DBE requirement, the Department may withhold progress payments. Failure of the Prime Contractor to meet the Race Conscious project goal or the specified DBE commitment(s), whichever is the lowest, may result in a reduction in Contract payment by an amount equal to the difference between the actual Contract dollars multiplied by the applicable commitment percentage and the dollar value of the work performed by the DBEs. If the Prime Contractor's failure to meet the DBE goal or commitment(s) in the

01/17/25

SSD: 06/19/2023; 05/25/23; 7/2/2013, 07/02/13, 09/01/23

Page 6 of 6

Contract is the result of circumstances clearly documented to be beyond the control of the Prime Contractor, a written request for waiver of the goal or commitment(s) must be received. The OFC may waive, in whole or part, the reduction in contract payments specified herein. Fulfillment of the goal percentage shall be determined by dividing the dollars committed to the DBEs by the actual contract dollars.

For the purposes of this requirement “days: mean calendar days. In computing any period of time described in this policy, the day from which the period begins is not counted, and when the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, in circumstances where the recipient’s offices are closed for all or part of the last day, the period extends to the next day on which the agency is open.

If NHDOT determines that the apparent low bidder has failed to meet the requirements of Good Faith Effort, NHDOT shall provide the bidder an opportunity for administrative reconsideration. Administrative reconsideration requests must be received within three (3) days of being informed of the decision to deny the contract award and made in writing to the Reconsideration Official: Senior Hearings Examiner, New Hampshire Department of Transportation, PO Box 483, Concord, NH 03302-0483. The reconsideration official shall not have any role in the original determination that the bidder did not document sufficient Good Faith Efforts. As part of this reconsideration, the bidder will have the opportunity to provide written documentation concerning the issue of whether it met the goal or made adequate Good Faith Efforts to do so. The bidder will have the opportunity to provide documentation or meet in person concerning its pre-bid Good Faith Efforts to meet the goal. The reconsideration official shall provide the bidder a written decision on reconsideration within fifteen (15) days, explaining the basis for finding that the bidder did or did not meet the goal or make adequate Good Faith Efforts to do so. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

If the hearing officer concurs with the original determination that Good Faith Efforts were insufficient, NHDOT will not award the contract.

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

02/22/24

SSD: 1/7/00, 3/22/00, 6/14/00, 2/8/01, 4/2/01, 1/25/02, 4/1/02, 04/15/03, 04/20/04, 05/06/05, 05/19/06, 09/17/07, 06/12/08, 03/04/09, 08/26/09, 06/28/10, 06/10/11, 04/12/12, 04/18/13, 01/02/14, 10/22/14, 01/16/15, 01/15/16, 09/12/16, 02/09/17, 04/27/17

SPECIAL ATTENTION

QUALIFIED PRODUCTS LIST

The Qualified Products List is available online at www.dot.nh.gov on the *Doing Business with DOT>Contractors* webpage. A link to the Qualified Product List (QPL) is shown under the *Engineering Information* heading of this webpage. The QPL is now considered a live document and periodic updates will occur. The QPL in effect on the date of project advertisement shall apply to this contract.

Products added to the QPL can be used under this contract upon issuance of the updated QPL. The Contractor shall not use the anticipated addition of a product to the QPL as a basis for use of a product. A product removed from an updated QPL can still be used under this contract unless specifically directed by the Department that the removed product shall not be used.

SPECIAL ATTENTION

**STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION,
STANDARD PLANS FOR ROAD CONSTRUCTION & BRIDGE DETAIL SHEETS**

This project will be constructed under the requirements of the 2016 Standard Specifications for Road and Bridge Construction, which has been adopted and will be utilized for projects advertising after March 1, 2016, and the 2010 Standard Plans for Road Construction, including revised Standard Plans.

For Bridge Standard Plans, Bridge Design will include the appropriate standard plans, now referred to as Detail Sheets, in the plan set that pertain to the specific project, as necessary.

The Standard Specifications for Road and Bridge Construction and the Standard Plans for Road Construction manuals are available for purchase from NHDOT Records Section (603-271-3514) or can be viewed on the NHDOT website: www.dot.nh.gov/doing-business-nhdot/contractors. The Standard Specifications, the Standard Plans, and the Bridge Detail Sheets are located under the *Engineering Information* heading.

05/06/25

SSD: 01/02/2017, 04/20/17, 05/22/19, 03/19/20, 06/10/20, 12/10/20, 02/22/24, 01/06/25

SPECIAL ATTENTION**THIS PROJECT IS TO BE BID AND CONSTRUCTED UNDER THE
2010 STANDARD PLANS FOR ROAD CONSTRUCTION****NOTICE OF STANDARD PLANS**

The following table is a list of all of the Standard Plans that have been adopted as additions or revisions to the *Standard Plans for Road Construction*, June 2010 Edition as of the date of this Proposal. The Bidder is responsible to examine each standard to determine its effect, if any, upon the Contract.

Note: All Standard Plans (and the List of Revisions) are available on-line:
www.dot.nh.gov/doing-business-nhdot/contractors/standard-plans-road-construction

Note: See also Highway Design Detail Sheets on-line:
www.dot.nh.gov/doing-business-nhdot/engineers-consultants

2010 Highway Standard Plans

Standard Plan	Description	Previous Revision Date	Current Revision Date
CR-1	Granite Curb Details	07/13/01	06/16/10
CR-2	Curb Details	07/13/01	06/16/10
DL-1	Roadside Delineation	-	Under Review
DL-2	Interchange Delineation	06/16/10	03/05/15
DL-3	Milled Rumble Strips (Shoulders)	-	Under Review
DL-4	Milled Rumble Strips (Shoulders)	-	Under Review
DL-5	Milled Rumble Strips (Shoulders)	-	Under Review
DL-6	Milled Rumble Stripes (Centerline)	06/16/10	01/25/16
DL-7	Milled Rumble Stripes (Centerline)	06/16/10	01/25/16
DL-8	Milled Rumble Stripes (Centerline)	06/16/10	01/25/16
DP-1	Drainage Pipe Details	07/13/01	06/16/10
DR-1	Grate and Frame Details	06/16/10	08/14/15
DR-2	Grate and Frame, M.H. Cover and Pavement Depression Details	11/05/10	08/14/15
DR-3	Precast Concrete Median Barrier Drainage Details	07/13/01	06/16/10
DR-4	DI-DB, Underdrain Flushing Basin and Polyethylene Liner Details	06/16/10	08/14/15
DR-5	Precast Reinforced Concrete C.B., D.I. and M.H.	07/13/01	06/16/10

ES-1	End Sections for Corrugated Steel and Reinforced Concrete Pipes	07/13/01	06/16/10
EW-1	Earthwork - Muck Excavation	07/13/01	06/16/10
FN-1	Woven Wire Fence	07/13/01	06/16/10
FN-2	Chain Link Fence	07/13/01	06/16/10
GR-1	31" Mid-Splice Beam Guardrail Standard Section - Steel Posts and Hardware Details	-	08/19/15
GR-2	Beam Guardrail Standard Section - Steel Posts and Hardware Details	05/03/11	08/19/15
GR-2A	Beam Guardrail Standard Section - Wood Posts and Hardware Details	06/16/10	08/19/15
GR-3	Preferred Platform for Energy Absorbing Guardrail Terminal (EAGRT)		Superseded (08/19/15)- See Detail Sheets
GR-4	Alternative Platform for Energy Absorbing Guardrail Terminal (EAGRT)		Superseded (08/19/15)- See Detail Sheets
GR-5	Beam Guardrail - Terminal Section Type E-3	-	06/17/24
GR-6	Beam Guardrail - Terminal Section Type E-3 Hardware Details	-	06/17/24
GR-7	Beam Guardrail - Terminal Section Type E-3 – 30 MPH	-	06/17/24
GR-8	Beam Guardrail - Terminal Section Type E-3 – 40 MPH	-	06/17/24
GR-9	Beam Guardrail - Terminal Section Type E-3 – 45 MPH	-	06/17/24
GR-10	Beam Guardrail - Terminal Unit Type G-2	-	06/17/24
GR-11	Beam Guardrail - Thrie Beam Double Faced (Wood Posts)	06/16/10	11/05/10
GR-12	Beam Guardrail - Thrie Beam Double Faced (Steel Posts)	11/05/10	05/03/11
GR-13	Beam Guardrail - Thrie Beam Single Faced (Wood Posts)	07/13/01	06/16/10
GR-14	Beam Guardrail - Thrie Beam Single Faced (Steel Posts)	11/05/10	05/03/11
GR-15	Precast Concrete Barrier 42" F-Shape (Double-Faced)	06/16/10	11/05/10
GR-16	Transition F-Shape Barrier	02/26/10	11/05/10
GR-17	Transition F-Shape Barrier and Guardrail (Wood Posts)	11/05/10	10/30/12
GR-18	Transition F-Shape Barrier and Guardrail (Steel Posts)	11/05/10	10/30/12
GR-19	Single Slope Barrier	11/05/10	04/03/14
GR-20	Transition Single Slope Concrete Barrier, Precast	10/30/12	04/03/14
GR-21	Transition Single Slope Concrete Barrier and Guardrail (Wood Posts)	11/05/10	10/30/12
GR-22	Transition Single Slope Concrete Barrier and Guardrail (Steel Posts)	11/05/10	10/30/12
GR-23	Portable Concrete Barrier 10 foot (Not for Production After 12/31/19)	01/17/20	03/16/20

GR-24	Portable Concrete Barrier (1 of 2) (12.5 ft-MASH)	-	06/03/20
GR-25	Portable Concrete Barrier (2 of 2) (12.5 ft-MASH)	-	06/03/20
HR-1	Handrail Details	07/13/01	06/16/10
HR-2	Concrete Bound and Steps	07/13/01	06/16/10
HW-1	Headwall Details <i>(Review in Progress)</i>	07/13/01	06/16/10
HW-2	Headwall Details (45° Wings) <i>(Review in Progress)</i>	07/13/01	06/16/10
HW-3	Headwall Details (2 Pipes 45° Wings) <i>(Review in Progress)</i>	07/13/01	06/16/10
MB-1	Mailbox Details	06/16/10	02/25/16
PL-1	Planting Details	07/13/01	02/26/10
PL-2	Planting Details	07/13/01	06/16/10
SL-1	Pull Boxes and Conduit Trench Detail	07/13/01	06/16/10
SL-2	Concrete Foundations and Light Pole Base, Type B <i>(Review in Progress)</i>	07/13/01	06/16/10

2010 Traffic Standard Plans

Standard No.	Description	Previous Revision Date	Current Revision Date
PM-1	Layout Details	07/13/01	02/26/10
PM-2	Tolerances for Pavement Marking Lines	07/13/01	02/26/10
PM-3	Divided Roadway Parallel Ramp Markings	11/05/10	02/22/21
PM-4	Divided Roadway Tapered Ramp Markings	11/05/10	02/22/21
PM-5	Divided Roadway Weave/Lane Drop Ramp Markings	02/26/10	02/22/21
PM-6	Painted Island Details	07/13/01	02/26/10
PM-7	Intersection Details		Under Review (01/01/2025) See Detail Sheet
PM-8	Word and Symbol Lane Layout		Under Review (01/01/2025) See Detail Sheet
PM-9	Pavement Marking at Minor Intersections	07/13/01	02/26/10
PM-10	Turning Lane Extension Details	07/13/01	02/26/10
PM-11	Accessible Parking Details	07/13/01	02/26/10
PM-12	Words and Symbols	07/13/01	02/26/10
PM-13	Words and Symbols	07/13/01	02/26/10
PM-14	Speed Zone Pavement Markings (Divided Highway)	07/13/01	02/26/10
PM-15	Pedestrian Crossings	-	02/22/21
PS-1	Aluminum Plank Details	07/13/01	02/26/10

PS-2	Aluminum Plank Details	07/13/01	02/26/10
PS-3	Aluminum Sheet Details	07/13/01	02/26/10
PS-4	Aluminum Tubing/ U-Channel Post Details	07/13/01	02/26/10
PS-5	Steel Beam Details (Non-Breakaway)	07/13/01	02/26/10
PS-6	Steel Beam Details (Non-Breakaway)	07/13/01	02/26/10
PS-7	Steel Beam Details (Breakaway)	07/13/01	02/26/10
PS-8	Steel Beam Details (Breakaway)	07/13/01	02/26/10
PS-9	Breakaway Mounts	07/13/01	02/26/10
PS-10	Breakaway Mounts	07/13/01	02/26/10
SG-1	Route Marker Details	07/13/01	02/26/10
SG-2	Regulatory Signs	07/13/01	02/26/10
SG-3	Regulatory Signs	07/13/01	02/26/10
SG-4	Regulatory Signs	07/13/01	02/26/10
SG-5	Regulatory Signs	07/13/01	02/26/10
SG-6	Regulatory Signs	07/13/01	02/26/10
SG-7	Warning Signs	07/13/01	02/26/10
SG-8	Warning Signs	07/13/01	02/26/10
SG-9	Warning Signs	07/13/01	02/26/10
SG-10	Warning Signs	07/13/01	02/26/10
SG-11	Construction Signs	07/13/01	02/26/10
SG-12	Construction Signs	07/13/01	02/26/10
SG-13	Construction/Regulatory/Informational Signs	07/13/01	02/26/10
SG-14	Informational Signs	07/13/01	02/26/10
TS-1	Traffic Signal Mast Arm Foundation – Type 1A	10/09/17	01/17/19
TS-2	Traffic Signal Mast Arm Foundation – Type 1B and 1C	10/09/17	01/17/19
TS-3	Traffic Signal Mast Arm Foundation – Type 1D and 1E	10/09/17	01/17/19
TS-4	Traffic Signal Mast Arm Foundation - Type 2	10/09/17	01/17/19
TS-5	Quadrupole Loop Detector 2-4-2 Turns	01/17/19	12/31/24
TS-6	Rectangular Loop Detector 4 Turns	01/17/19	12/31/24
TS-7	Standard Traffic Signal Mast Arms	-	01/17/19

Work Zone Traffic Control Standard Plans

Standard No.	Description	Previous Revision Date	Current Revision Date
TC-1	Text Amendment Note Sheet	12/12/23	11/22/24
TC-2	Uniformed Officer and Flagger Guidelines	03/16/17	11/09/23
TC-3	Permanent Construction Signing	03/16/17	11/22/24
TC-4	Two-Way Traffic Lane Shift	05/17/19	04/20/22
TC-5	Lane Closure: Two Lane Road with Low Traffic Volumes	-	Under Review (09/26/23) See Detail Sheet
TC-6	Lane Shifts - Divided Highways	11/28/18	04/20/22
TC-7	Lane Closure: Signalized Control with Barrier	07/11/22	11/22/24
TC-8	Construction Signing for Cold-Planned Operations	11/28/18	07/11/22

03/21/18

SSD: 03/01/16, 06/10/16, 6/11/16, 06/27/16, 08/03/16, 10/31/16, 11/28/16, 06/19/17, 11/30/17

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SPECIAL ATTENTION**ERRATA SHEET**

The following table is a list of corrections to the 2016 *Standard Specifications for Road and Bridge Construction*, as of the date of this Proposal.

Section	Description	Correction	Date
<i>DIVISION 100</i>			
104.03	Maintenance of Traffic	Amend 'winter work suspensions' in 104.03 to read 'Winter Suspension'.	06/07/07
<i>DIVISION 200</i>			
<i>DIVISION 300</i>			
<i>DIVISION 400</i>			
<i>DIVISION 500</i>			
		Insert the following footnotes under Table 520-1A:	
		¹ See 3.1.6 TESTING	
		² For mixes containing fly-ash, silica fume, slag, or any other pozzolanic or cementitious material, the water/cement ratio of the concrete mix shall be based on the water cementitious (cement + pozzolanic or cementitious material) ratio of the mix. This water to cementitious ratio shall not exceed those listed in Table 1A. The maximum water/cement ratios listed for Concrete Class B and T are for design purposes only.	
		³ Deck Overlays.	
520	Classes of Concrete	⁴ <u>Maximum</u> 84 day Compressive Strength for Flowable Fill, Excavatable shall not exceed 200 psi.	06/11/16
		⁵ These are recommended values that may be used as a starting point for a mix design that has shown ability to meet the requirements. The amount of cement shall be adjusted and fly-ash or ground granulated blast furnace slag shall be used provided the mix design meets the minimum and does not exceed the maximum compressive strength in accordance with 2.11.1.	
		⁶ Target values shown are for mix design approval only and are not intended for use as quality control or quality assurance requirements.	

Section	Description	Correction	Date
520	Classes of Concrete – Performance Requirements (QC/QA)	Amend the title of <i>Table 420-1B - Class of Concrete – Performance Requirements (QC/QA)</i> to <i>Table 520-1B - Class of Concrete – Performance Requirements (QC/QA)</i>	11/28/16
528	Shear Key Grout for Butted Beams	Amend 528.2.9.1 to read: <i>Grout for shear keys shall be an approved grout as listed in Section 528A of the Qualified Products List.</i> Amend 528.2.9.2 to read: <i>For testing, 3 neat 2” cubes shall be molded and cured in accordance with AASHTO T 106 (ASTM C 109). The average compressive strength of the 3 cubes at 7 days shall be a minimum of 6000 psi.</i>	06/10/16
528	Installation of Deck Panels	Replace last sentence of 528.3.22.6.4 to read: <i>If leveling screws are used, they shall be completely removed and the holes filled with grout listed in Section 528A of the Qualified Products List prior to placement of deck concrete.</i>	06/10/16
550	PTFE Surfaces for Bearings	Amend the first sentence of 550.2.10 to read: <i>PTFE for use in expansion bearing assemblies shall be 100 percent virgin (unfilled) polytetrafluoroethylene polymer...</i>	08/03/16
550	Anchor Rods	Amend 550.3.15.4.1 to read: <i>Anchor rods shall be set in one of the following materials:</i> <i>(a) Non-shrinking, non-ferrous, cement-base grout listed in Section 550A of the Qualified Products List. This grout shall be used only when both the temperature of the masonry and the ambient temperature are kept at 40 °F or above until the grout has cured.</i> <i>(b) Sulfur.</i> Amend the first sentence of 550.3.15.4.2 to read: <i>Non-shrinking, non-ferrous, cement base grout shall be a product as included in Section 550A of the Qualified Products List.</i>	06/10/16
563	Bridge Rail	Amend 4.1 to read: <i>Bridge rail, of the type specified, will be measured by the linear foot to the nearest tenth of a foot.</i>	06/27/16
<i>DIVISION 600</i>			
606	Handrail	Amend 606.2.8.2 to read: <i>Grout for anchoring the pipe posts shall be High Strength, Impact Resistant, Non-shrink Grout as included in Section 528A of the Qualified Products List.</i>	06/10/16

Section	Description	Correction	Date
606	Temporary Impact Attenuators	Amend in 606.2.10.2 the reference to 2.12.4 to 2.10.4.	11/28/16
	Repair of Hardened Concrete	Amend in 606.3.7.12.A the reference to <i>Fast Set Non-shrink Patching Mortar</i> to <i>Rapid-Hardening Patching Material</i> .	03/21/18
609	Curbing	Amend the 2 nd sentence of 609.2.5 to read: <i>The non-shrink, non-metallic grout shall be a product as included in Section 550A of the Qualified Products List.</i>	06/10/16
609	Curb anchors	Amend 609.3.1.5.1 to read: <i>Curb anchors shall be set and grouted using non-shrink, non-metallic grout as shown on the plans.</i>	06/10/16
621	Delineators	Add the following to the end of 621.3.1.3: <i>Grout shall be as listed in Section 550A of the Qualified Products List or as directed by the Engineer.</i>	06/10/16
632	Pavement Markings	Amend the AASHTO reference in 3.2.3.1 to read: <i>AASHTO M248 Type F</i>	
<i>DIVISION 700</i>			
707	Cement Mortar	Amend 2.3 to read: <i>Testing for impurities shall comply with AASHTO T 21. Results that are darker than the standard shall be cause for rejection, except as provided in 2.3.1.</i>	10/31/16
		Amend 2.3.1 to read: <i>Sand for mortar not conforming to 2.3 shall be tested in accordance with AASHTO T 71 and shall meet the requirements of 5.2.3 of AASHTO M 45.</i>	

SPECIAL ATTENTION**THIS PROJECT IS TO BE BID AND CONSTRUCTED UNDER THE
2016 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION****NOTICE OF SUPPLEMENTAL SPECIFICATIONS**

The following table is a list of all of the Supplemental Specifications that have been adopted as additions or revisions to the *Standard Specifications for Road and Bridge Construction*, **March 2016** Edition as of the date of this Proposal. The Bidder is responsible to examine each item to determine its effect, if any, upon the Contract.

Note: Due to the limited scope of some projects, not all Supplemental Specifications will be included in all Proposals. All Supplemental Specifications are available on-line: www.dot.nh.gov/about-nh-dot/divisions-bureaus-districts/highway-design/contracts-and-specifications/2016.

Section	Description	Revision	Previous Revision Date	Current Revision Date
<i>DIVISION 100</i>				
101	Definitions and Terms	101.79 – Revises Frequency of QPL Updates (06/06/17) 101.116-119 – Revises Definitions of Weather Days and Working Days (04/02/18)	06/06/17	04/02/18
105.02	Plans and Working Drawings	Section Rewrite-Approval/Acceptance/Documentation (NHDOT: 12/07/23; FHWA: 11/16/23)	-	12/04/23
106.04	Qualified Products List	Revises Frequency of Updates		06/06/17
107.01	Legal Relations and Responsibility to Public	107.01 – Revises References to DES Rules and Regulations		07/06/18
108.09	Prosecution and Progress	108.09 – Amends the Requirements for Liquidated Damages		07/06/18
109.04	Differing Site Conditions, Changes and Extra Work	Revises Rental Rate Blue Book Online Requirements (04/02/18) Allows Positions above the Grade of Forman to be included in Certain Work Associated with Revisions to the Contract (02/28/24)	04/02/18	02/28/24
<i>DIVISION 200</i>				
211.3.4	Vibration Monitoring	Adds reference to pre- and post-construction survey requirements		04/05/17
<i>DIVISION 300</i>				

DIVISION 400

401	Plant Mix Pavements - General	<p>2.2.3 – Requires Suppliers to participate in NTPEP Asphalt Binder Suppliers (ABS) program (12/15/23) <small>(NHDOT: 03/02/22; FHWA 12/15/23)</small></p> <p>3.9 – Asphalt Release Agents must be listed on QPL (12/15/23) <small>(NHDOT: 03/02/22; FHWA 12/15/23)</small></p> <hr/> <p>Complete reorganization of Section 401, including incorporating all supplemental specifications thus far (01/28/21) <small>(NHDOT: 12/02/20/FHWA: 01/28/21)</small></p> <hr/> <p>2.5.1 - Adds winter binder to the design control points (04/05/17)</p> <p>2.10 – No greater than 1% TRB (06/06/17)</p> <p>3.1.12.2 – Adds Pycnometer (4,000g) to equipment list (06/18/24)</p> <p>3.4.1 – Revises Cold Feeder Requirements (07/06/18)</p> <p>3.4.7.1 – Revises Recycled Materials Weighing Procedures (07/06/18)</p> <p>3.4.11 - 3.4.15 – Describes Introduction of Recycled Materials at a Batch Plant and Controls Minimum Dry Time for Recycled Aggregates (07/06/18)</p> <p>3.5.2 & 3.5.2.1 – Revises Recycled Materials Requirements (07/06/18)</p> <p>3.10.10.1 – Removes penalty for failing tack (06/06/17)</p> <p>3.12 – Allows a reduction in use of pneumatic-tired rollers (06/06/17)</p> <p>3.17.1.3 - Revise NETTCP QA Technologist requirements (11/07/18)</p> <p>3.17.3.1.1 – Revises HMA gradation specification limits, completes addition of winter binder, removes allowance for Aim change after two sub-lots (06/06/17)</p> <p>4.1.1 – Removes reference to Night Items (06/06/17)</p>	12/15/23	06/18/24
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		403.1.3, 403.5.1.1 & Item Key - Removes all references to Night Items and removes “percent wear” items. (06/06/17)		
403	Pavement Item Numbers	403 Item Key - Total overhaul of Item Numbers and Descriptions to allow for type of mix in item description (07/27/20) 403 Item Key & 5.2 - Further Update of Item Descriptions to allow for type of mix (07/01/21) <small>(NHDOT: 12/02/20/FHWA: 01/28/21)</small>	07/27/20	07/01/21
410	Bituminous Surface Treatment	2.1- Adopts new AASHTO Specifications for Emulsions (04/13/16) 3.4.1.1 – Revises pavement conditions, application rate for tack (01/04/17) 2.1.1, 2.1.2, 3.2, 3.3, 3.4 – Identifies tack sampling and penalties for non-conformance (06/06/17) 3.2 & 3.5.2 – Amends Distribution Equipment and Initiates an Annual Tack Truck Inspection Program (07/06/18)	06/06/17	07/06/18
411	Pneumatic Tired Roller/Remove “AC”	2.1.2/3.4.7 – Update language to remove references to “AC” and ¾” PMST (01/11/24) 3.5.5 – Requires the use of pneumatic tired rollers on all Section 411 paving (06/06/17). 5.1.1 – Ensures Tack Used for PMST and Leveling Course is a Pay Item (07/06/18) Update Pay Item Description (Remove “AC”) (01/11/24) Removes Pay Items (04/02/18 & 01/11/24)	07/06/18	01/11/24
417	Rumble Strip Inlay	2.1 & 3.7 – Specifies PMST as the asphalt inlay to fill in rumble strips		04/02/18
<i>DIVISION 500</i>				
520	Portland Cement Concrete	3.8.1.1 – Revises the acceptable concrete delivery temp to 90° F (04/02/18) 3.1.6.2.1.2 A - Revise NETTCP QA Technologist requirements (11/07/18)	04/02/18	11/07/18

530	Waterproofing Concrete Surfaces	Deletes Section 530		05/21/18
538	Barrier Membrane	3.3.5 – Updates the laydown temperature range.		09/15/16
550	Structural Steel-Shim Plates	3.15.5.5 – Eliminate the use of weathering steel as a bearing shim plate (NHDOT: 01/08/20/FHWA: 03/18/20)		01/28/21
563	Bridge Fence	2.8 – Allows aluminum ties for attaching bridge fence		09/15/16
568	Structural Timber	2.2, 3.4.4 & 3.4.5 – Adds specific references to AWPA Standards & wooden piles		04/02/18
582	Preformed Joint Filler	2.4 – Revises Preformed Joint Filler Requirements		04/02/18
<i>DIVISION 600</i>				
603	Plastic Pipe	2.3, 2.6 & 2.7 – Updated to include Polypropylene Pipe as well as associated UV Requirements (04/13/16) 2.13 – Adds Contractor's Option (06/02/16)	04/13/16	06/02/16
605	Plastic Pipe	2.1 & 2.2 – Updated to include Polypropylene Pipe		04/13/16
606	Guardrail	2.2 – Adds specific references to AWPA Standards & wooden piles		04/02/18
608	Detectable Warning Devices	2.6 – Updates Detectable Warning Device Requirements		04/02/18
609	Curbs	2.4.1.1 – Allows the substitution of PG 76-28 binder in lieu of fibers		04/02/18
615	Cofferdam for Sign Installation	5.1.5 – Revises payment for sheeting and shoring for sign structures		04/02/18
645	Erosion Control	1.1 – Matting Section Revised and Pay Items Revised (04/02/18) 1.1 – 'Stabilization' changed to 'matting' (02/01/17) Incorporates BFM, FRM and SMM into the Standard Specs (07/06/18) 1.2.1 – Add Erosion Control Plans to furnish for SWPPP (11/07/18) 3.1.5 – Update construction dates for allowable area of exposed, unstabilized soil (11/07/18)	07/06/18	11/07/18

DIVISION 700

702	Bituminous Materials	Amends/Corrects Table 702-1 & 702-2 (04/13/16 & 01/11/24) Amends Tables, and Adds Test Method (05/11/16)	05/11/16	01/11/24
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**NEWINGTON-DOVER
11238S**

April 25, 2025

SPECIAL PROVISION

AMENDMENT TO SECTION 101 – DEFINITIONS AND TERMS

This special provision adds the definition of Limited Reuse Soil and revises the definition of topsoil.

Insert 101.64“A” as follows:

101.64“A” Limited Reuse Soils (LRS). Material within the project that requires a Soils Management Plan* to address soil that is likely and/or demonstrated to contain concentrations of contaminants due to the presence and breakdown of asphalt pavement, the normal operation of motor vehicles, and other “non-point sources” of pollution. The definition of LRS includes:

- All topsoil within the project limits and within the existing right-of-way, regardless of depth.
 - In instances where topsoil is not present, LRS is defined as soil from the top of ground to a depth of six (6) inches.
- Asphalt pavement that has been ground or pulverized (including milled material and reclaimed stabilized base).
- Street waste (catch basin cleanouts, street sweeping, and ditching material).

* For projects where LRS is deemed *de minimis*, soil management will be addressed in the Prosecution of Work and not through a Soils Management Plan.

Revise 101.108 as follows:

101.108 Topsoil. The surface layer of soil consisting of mineral soil mixed with organic matter and vegetative debris that is suitable for plant growth and is typically darker in color than the underlying soil.

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

AMENDMENT TO SECTION 101 – DEFINITIONS AND TERMS

The intent of the Supplemental Specification is to revise:

- *the frequency of QPL updates (06/06/17)*
- *the definitions of weather days and working days (04/01/18)*

Amend 101.79 to read:

101.79 Qualified Products List (QPL). A list of products prequalified by the Engineer as meeting the Contract requirements for specified materials to be incorporated into the Work. The list is maintained and updated by the Bureau of Materials and Research.

Amend 101.116-119 to read:

101.116 Wear. The percent of wear of aggregate as determined by the AASHTO T 96 (Los Angeles Abrasion Test). The grading shall be Grading A unless otherwise specified.

101.117 Weather Day. Days on which weather conditions beyond the Contractor's control would prevent Work on the Controlling Activities for at least five hours with a work force consistent in size and type for the work to be performed. Should the Contractor prepare to begin work on any day on which inclement weather, or the conditions resulting from the weather, prevent the work from beginning at the usual starting time, and the crew is dismissed as a result, the Contractor will not be charged for a working day whether or not conditions change during the day and the rest of the day becomes suitable for construction operations.

101.118 Wetland. An area that is inundated or saturated by surface or ground water at a frequency and duration sufficient to support and that under normal conditions does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands include, but are not limited to swamps, marshes, bogs, and similar areas." (NH Code of Administrative Rules, Env-Wt 101.113)

101.119 Winter Suspension. Winter Suspension shall be such time that the Contractor, utilizing conventional means and methods, is unable to proceed in an efficient manner with construction activity due to unfavorable weather conditions and suspends operations until such time that conditions are favorable for sustained construction activity.

101.120 Winter Work. Winter Work is any work that is done in December, January, February, and March. The Contract may require winter work on all or portions of the project, in which case time will be determined as specified in 108.07 unless otherwise amended.

101.121 Work. The furnishing of all labor, materials, equipment, and incidentals necessary or convenient to the successful completion of the Project, and the carrying out of the duties and obligations imposed by the Contract.

101.122 Working Day. Any calendar day, except Saturdays, Sundays, Contract designated Holidays and Weather Days. Days in December, January, February, and March are not considered working days even if the Engineer allows the Contractor to work and the Contractor so chooses except when:

- (1) The Contract requires Winter Work;
- (2) The Contract Completion Date gets extended into this period and the weather conditions are favorable for the continuation of the remaining Work; however, should weather or site conditions change during the Winter Work period and the Contractor suspend operations as a result, Working Days will not be charged until April 1 whether or not the conditions become suitable for construction operations during the remainder of the Winter Work period.

101.123 Working Drawings. Working Drawings may be submitted for approval or documentation. See 105.02.

**NEWINGTON-DOVER
11238S**

June 9, 2025

SPECIAL PROVISION**AMENDMENT TO SECTION 104 -- SCOPE OF THE WORK****AMENDMENT TO 104.04 – RIGHTS IN AND USE OF
MATERIALS FOUND ON THE PROJECT**

*This special provision requires Limited Reuse Soil from
within the project limits to be reused on site.*

Amend the first paragraph of 104.04 as follows:

Materials found in the limits of excavation that are suitable for completing bid items of work may be used by the Contractor. The Contractor will be paid both for the removal of the materials at the corresponding Contract unit price and for the pay item for which the removed materials are used. Material defined as LRS found in the limits of excavation must be reused on the Project unless otherwise stated in the Soils Management Plan or as authorized in writing by the Engineer.

Amend the third paragraph of 104.04 as follows:

Material shall not be excavated or removed from within the highway Right-of-Way that is not within the grading limits without written authorization from the Engineer. Material authorized to be removed outside the grading limits may be subject to compensation from the Contractor at an agreed price at the time of authorization. The Contractor must handle LRS in accordance with the Soils Management Plan and provide information in the Project Operations Plan regarding how LRS will be addressed outside the grading limits. Replacement material covered under 104.04 shall be compacted to the density requirements specified for roadway embankment construction.

S U P P L E M E N T A L S P E C I F I C A T I O N
AMENDMENT TO SECTION 105 – CONTROL OF THE WORK

*The purpose of this Supplemental Specification is to update Section 105.02
to correspond with the updated NHDOT standard stamps.*

Replace Section 105.02 – Plans and Working Drawings with the following:

105.02 Plans and Working Drawings.

Plans shall be supplemented by Contractor-prepared Working Drawings as found necessary to control the Work and its prosecution. Working Drawings consisting of details that are not included in the Plans but are required for the Work shall be furnished to the Department. Working Drawings that include deviations from that which are shown in the Contract including, but not limited to, changes in dimensions, material, fabrication process, and specific design requirements shall be flagged on the drawings and/or accompanied by a written narrative specifically requesting such changes.

The Contractor shall submit the required Working Drawings to the Engineer for approval, acceptance, or documentation. All information the Engineer used in preparation of the Working Drawings shall be furnished in the submittal including, but not limited to, calculations, catalog cuts, sketches or drawings, narrative of work, design assumptions, and manufacturer’s engineering data for prefabricated items, including falsework and forms. The Working Drawings shall be furnished well in advance of the Work to allow the Engineer time to review or distribute the Working Drawings. Any work done or materials ordered for work shown on the Working Drawings prior to approval or distribution of the drawings shall be at the Contractor’s risk.

- A. Approval.** Working Drawings submitted for approval are typically fabrication shop drawings for permanent installations that provide additional detailing to Department designs and do not require a PE stamp. The Department “approval” is for general conformity with the contract plans, proposal, addenda, special provisions, and standard specifications.

Working Drawings submitted for approval shall include, but are not limited to, the following:

- Bending diagrams when required for reinforcing steel
- Bridge mounted sign supports
- Expansion joints (compression seal, strip seal, finger joints)
- Bridge railing
- Bridge bearings (elastomeric, steel)
- Structural steel
- Drilled shafts and micropiles
- Partial-depth precast deck panels
- Full-depth deck panels
- Pipe lining
- Welding procedures

- B. Acceptance.** Working Drawings submitted for acceptance are typically fabrication shop drawings for permanent installations that are designed by the Fabricator/Contractor and are stamped, prepared, and signed by a Licensed Professional Engineer registered in the State of New Hampshire. Calculations for the design shall be submitted for documentation. The Department will perform a review of both the Working Drawings and design calculations. The Department “acceptance” is for general conformity with the contract plans, proposal, addenda, special provisions, and standard specifications.

Working Drawings submitted for acceptance shall include, but are not limited to, the following:

- Overhead sign structures and foundations
- Traffic signal structures
- ITS supports and foundations
- Precast culverts, arches, frames, or other precast elements
- Retaining walls
- Prefabricated bridges
- Bridge bearings (high load multi-rotational, isolation)
- Expansion joints (modular)
- Railroad crossing structures
- Storm Water Pollution Prevention Plan and other environmental plans
- Detour plans (The Contractor may propose detours not shown on the Plans by submitting proposed locations, layout, grade, typical cross-sections, protective fixtures, and signing.)

C. Documentation. Working Drawings submitted for documentation are typically documents for temporary works that are designed by the Contractor and are stamped, prepared, and signed by a Licensed Professional Engineer registered in the State of New Hampshire. The Department will perform a review of both the Working Drawings and design calculations for general conformity with the contract plans, proposal, addenda, special provisions, and standard specifications. The Engineer's receipt of documentation or distribution of the Contractor's Working Drawings for documentation does not relieve the Contractor from responsibility under the Contract for errors in dimensions, incorrect fabrication and erection processes, design requirements specified, or successful completion of the Work.

Working Drawings submitted for documentation shall include, but are not limited to, the following:

- Progress schedules
- Temporary bridges
- Removal of existing bridge structures
- Cofferdams
- Water diversion structures
- Erection procedures
- Temporary support systems
- Falsework plans
- Scaffolding
- Bridge analysis

The Contractor shall submit the Working Drawings for approval and/or acceptance to the Engineer for review. The Engineer will be allowed up to fifteen (15) Working Days for review of each submission. If the Engineer has not responded to the Contractor after fifteen Working Days, the Contractor shall contact the Engineer to inquire about the status of the submittal. If the Engineer requires more time for review and the Contractor believes that an extension of the Contract Time is warranted due to this additional review time, the Contractor shall request a time extension and proceed as required by 104.02 and 108.07. A delay caused by additional time required for review is an Excusable, Non-compensable Delay. Each resubmission including requests for additional information will be treated as a new submission and may require up to fifteen (15) Working Days for review by the Engineer. The fifteen Working Days will begin upon receipt at the Bureau of Construction's main office. The review will be considered complete when the date and status has been placed on the submittal. One set of the drawings will be returned to the Contractor marked with a response. The Department reserves the right to return the Working Drawings for revisions based on the content and non-conformance with the Plans and Specifications.

If the submittal is a paper copy, after approval/acceptance has been given, the Contractor shall supply the Engineer with four sets of the revised Working Drawings. The Contract Amount shall include the cost of furnishing all Working Drawings.

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10/31/16
SSD: 05/13/97, 12/09/98

**NEWINGTON-DOVER
11238S**

April 24, 2025

SPECIAL PROVISION

AMENDMENT TO SECTION 105 -- CONTROL OF WORK

AMENDMENT TO SECTION 105.12 - CONSTRUCTION ZONE(S)

In accordance with Section 105.12 of the Standard Specifications, the construction work zone(s) designated for this contract shall extend 500 ft beyond the work limits as described below and/or as shown on the project layout map on the following page:

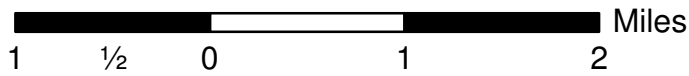
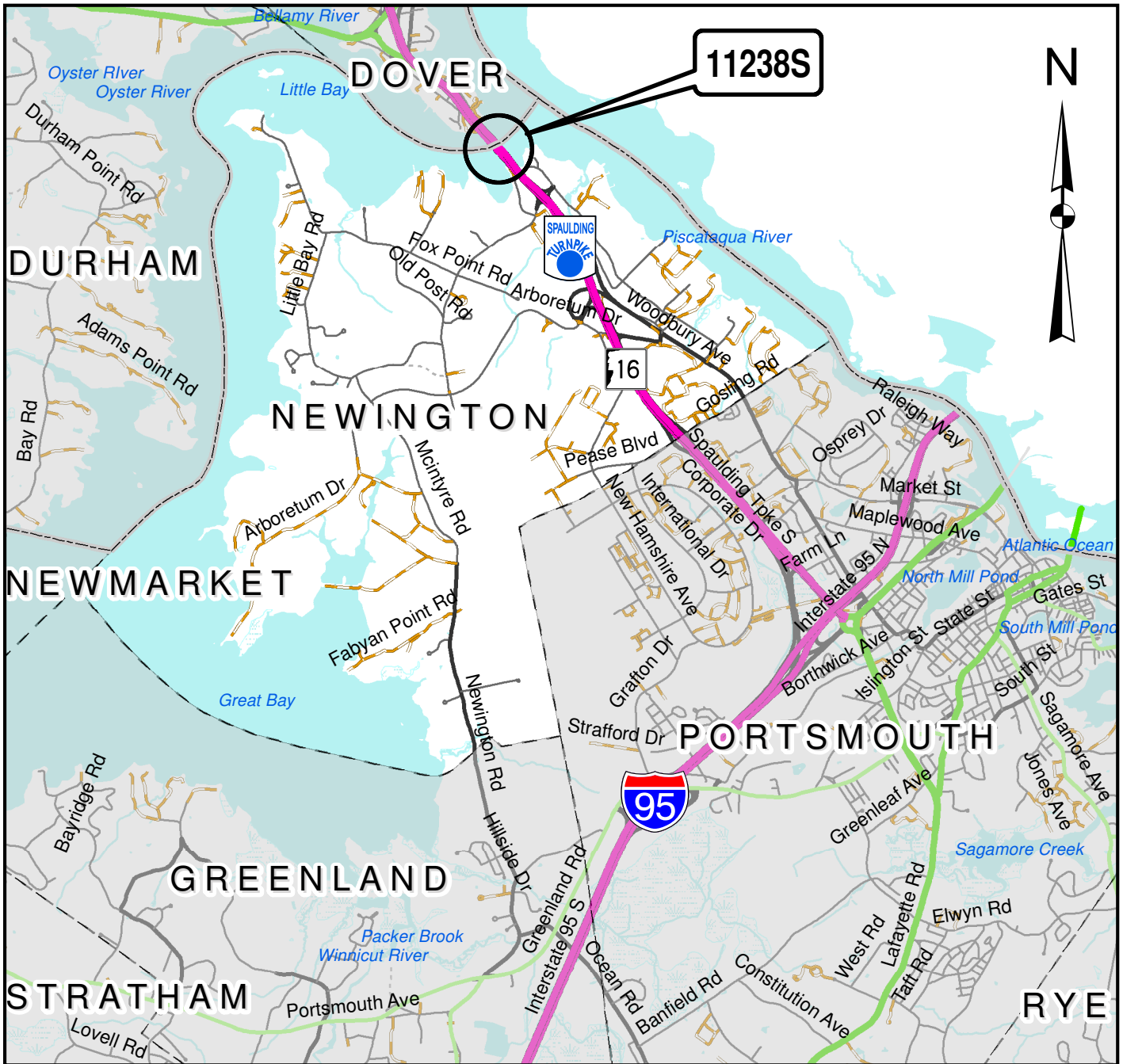
DESCRIPTION OF WORK LIMITS

This project area is located in the Town of Newington and the City of Dover, New Hampshire. Along the General Sullivan Bridge, the bridge removal work limits begin in Dover at the Pedestrian Access Bridge and continue southerly approximately 1,528 feet across the General Sullivan Bridge to the Newington abutment.

Along the Spaulding Turnpike Southbound, the work limits begin in Dover approximately 1,050 feet north of the AET toll facility and continue southerly approximately 2.1 miles across the Southbound Little Bay Bridge into Newington due to traffic control needs.

Along the Exit 6 SB On-ramp from US 4, the work limits extend approximately 1,135 feet west of the merge with the Spaulding Turnpike Southbound due to traffic control needs.

NEWINGTON - DOVER GENERAL SULLIVAN BRIDGE



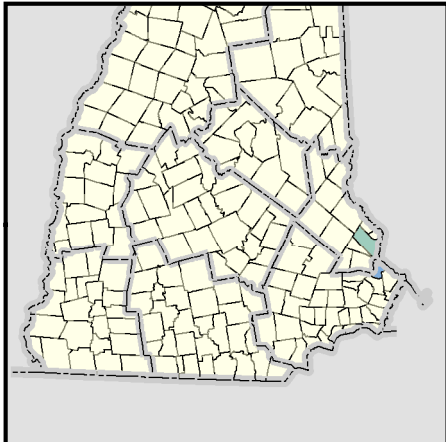
LEGEND

- Streams
- Water Bodies
- US Routes
- State Routes
- Interstates
- Local Roads
- Town Boundary

New Hampshire
DOT
 Department of Transportation

State #: 11238S
 Federal #: A005(301)

LOCATION MAP



SUPPLEMENTAL SPECIFICATION**AMENDMENT TO SECTION 106 – CONTROL OF MATERIAL**

*The purpose of this Supplemental Specification
is to revise frequency of QPL updates.*

Amend the last paragraph of 106.04 to read:

Products that have been prequalified by Materials and Research and are included on the Qualified Products List (QPL) may be used on projects without further testing, unless otherwise noted on the QPL, but a Certificate of Compliance for the qualified products will be required. The QPL is updated as warranted, and is available online at the Department's Website. A product that is not listed will not be used until qualified through a written request to Materials and Research. Such request should be made with sufficient lead-time to allow necessary testing or research.

**NEWINGTON-DOVER
11238S**

April 25, 2025

SPECIAL PROVISION**AMENDMENT TO SECTION 106 -- CONTROL OF MATERIAL****AMENDMENT TO 106.10 – DISPOSAL OF SURPLUS AND WASTE MATERIALS**

This special provision includes Limited Reuse Soil in this section.

Amend 106.10 as follows:

When practicable and whenever directed, surplus and waste material, including LRS, shall be disposed of by flattening slopes or for other grading within the project. When specified as embankment-in-place surplus or stockpile surplus, the material shall be placed as shown on the Plans or as directed in the Proposal in accordance with the appropriate specification. In case it is impossible to dispose of all the surplus and waste material in the manner described above, adhere to the following:

- Non-LRS: It shall be the Contractor's responsibility to secure disposal areas for non-LRS surplus and waste materials. Disposal Agreements, as provided by the Department, for such areas must be submitted to the Engineer for approval. The [Disposal Agreement](#) form may be obtained online at the [Department's Website](#) or from the Engineer.
- LRS: The LRS surplus and waste materials shall be managed as described in the Soils Management Plan.

April 25, 2025

SPECIAL PROVISION

SECTION 107 -- LEGAL RELATIONS AND RESPONSIBILITIES TO PUBLIC

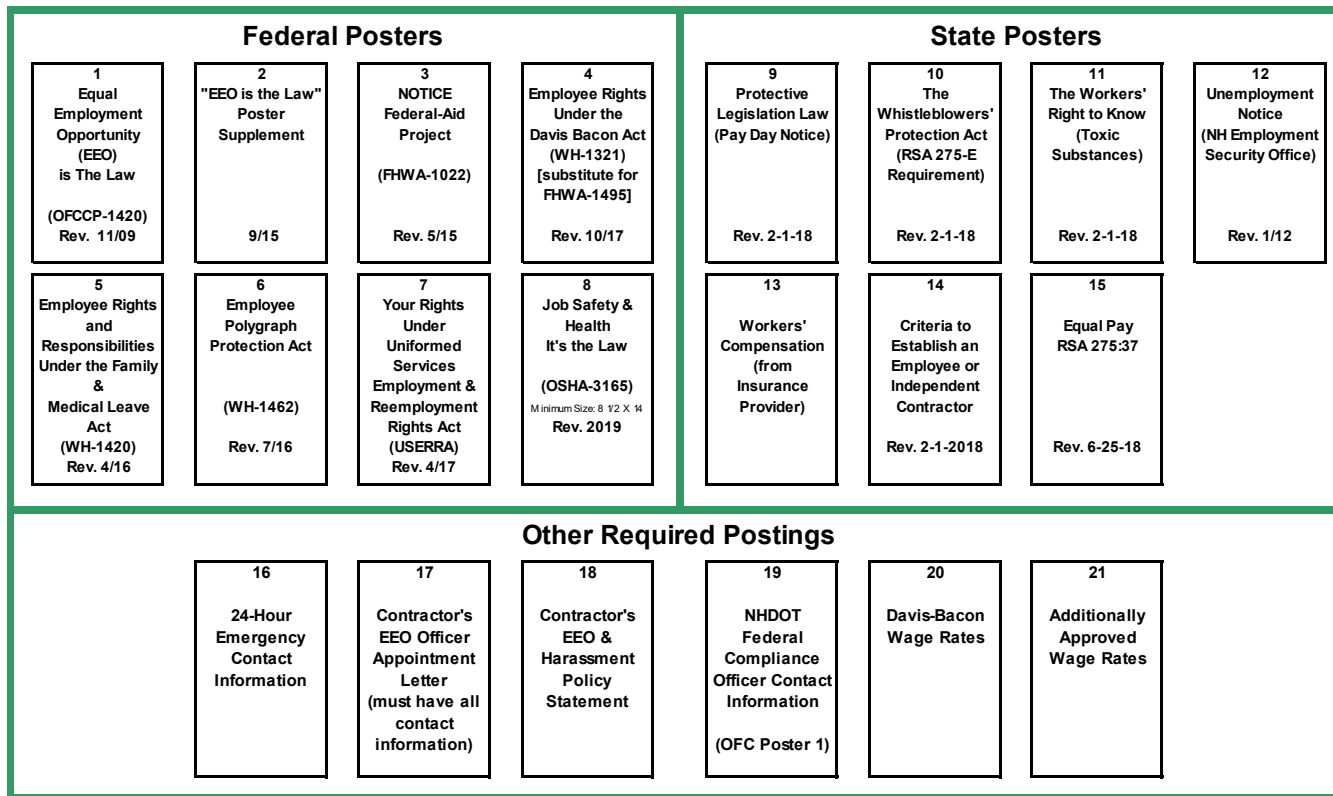
SUBSECTION 107.01 – LAWS TO BE OBSERVED

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

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

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

NHDOT PROJECT: (PROJECT NAME) (PROJECT NUMBER)



SUPPLEMENTAL SPECIFICATION**AMENDMENT TO SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

The intent of the Supplemental Specification is to revise references to DES rules and regulations

Amend the last 3 paragraphs in Section 107.01 as follows:

The Contractor shall also protect the atmosphere from particulate and gaseous pollutants in conformance with rules promulgated by the New Hampshire Department of Environmental Services, Air Resources Division.

The Contractor's attention is called to Chapter Env-A 1000 Prevention, Abatement and Control of Open Source Air Pollution, in particular the regulations concerning open burning (Env-A 1001) and the control of fugitive dust (Env-A 1002).

The Air Resources Division may order unauthorized burning to cease and may order authorized burning creating a nuisance to cease. The order may be issued directly to the Contractor or to the Contractor through the Engineer.

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12/4/01
Reviewed 6/10

NEWINGTON-DOVER
11238S

June 9, 2025

SPECIAL PROVISION

AMENDMENT TO SECTION 108 -- PROSECUTION AND PROGRESS

AMENDING SUBSECTION 108.01 -- SUBLETTING OF CONTRACT

Amend the second sentence of the first paragraph of 108.01 to read:

The Contractor's organization shall perform work amounting to no less than **35 percent** of the total Contract bid amount.

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SUPPLEMENTAL SPECIFICATION

AMENDMENT TO SECTION 108 – PROSECUTION AND PROGRESS

The purpose of this Supplemental Specification is to amend the requirements for liquidated damages.

Replace Section 108.09 as follows:

108.09 Failure to Complete on Time.

For each work day that work remains uncompleted after the Contract Time, the sum specified below will be deducted from any money due the Contractor. This sum shall not be considered and treated as a penalty but as liquidated damages to defray the cost to the Department to administer the Contract including but not limited to the cost of engineering, inspection, supervision, inconvenience to the public obstruction of traffic, and interference with business due to the Contractor’s failure to complete the Work on time. Any adjustment of the Contract Time for completion of the Work granted under the provisions of [108.07](#) will be considered in the assessment of liquidated damages.

In the case of a date in the Contract being given for the completion of parts, phases, or stages, the liquidated damages will be deducted for the period during which that particular work remains incomplete.

Permission for the Contractor or Surety to continue and finish work after the Contract Time and approved time extensions have elapsed shall not waive the Department’s rights under the Contract.

The assessment of all or any of the liquidated damages that accrue may be terminated if the Department has determined that the Work is substantially complete and is in a condition for safe and convenient use by the traveling public.

The Work will be considered substantially complete when all necessary signing, striping, guardrail, and other safety appurtenances have been installed, and when applicable opened to the traveling public. For projects that will not be opened to the traveling public, the Contract will be considered substantially complete when it is ready for the subsequent project. This shall not be construed as a Contractual right and its application will be contingent upon the Contractor’s diligence in completing the remaining items of work.

Liquidated damages shall be assessed in accordance with the following schedule:

Original Contract Amount (\$)		Daily Charge(\$)
From more than	To and including	Working Day
0	750,000	850
750,000	2,000,000	1280
2,000,000	5,000,000	1700
5,000,000	10,000,000	2550
10,000,000	20,000,000	3400
20,000,000	20,000,000+	4250

Should the Contractor elect to work on Saturdays, Sundays, holidays, or days from December 1st, to April 1st, inclusive, after the Contract Completion Date, the Contractor will be charged liquidated damages for such days worked.

When the Contract Time is on a calendar date basis, the schedule for calendar date shall be used. When the Contract time is on a working day basis, the schedule for working days shall be used.

When Acceptance has been made by the Engineer as prescribed in [105.17](#), the daily charge will no longer be assessed.

Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and the Surety shall be liable to the State for such deficiency.

The Engineer has the right to deduct the amount of anticipated liquidated damages against the Contractor from any estimated payment for Work performed under the Contract; or to claim and recover such sums by process of law. Review of anticipated Contract completion and potential liquidated damages will commence when 80% of the original Contract Time has elapsed.

SUPPLEMENTAL SPECIFICATION

AMENDMENT TO SUBSECTION 109 – MEASUREMENT AND PAYMENT

The purpose of this Supplemental Specification is to amend the Rental Rate Blue Book for Construction Equipment requirements (109.04.4.4; 04/02/18); and to allow positions above the grade of foreman to be included in certain work associated with revisions to the Contract (109.04.4.2; 02/28/24).

Amend 109.04.4.2 to read:

109.04.4.2 Labor.

For all labor, including equipment operators, and foremen in direct charge of the specific operation, the Contractor shall receive the rate of wage agreed to in writing for each and every hour that the labor and foreman are actually engaged in the work. In case the Contractor is required to pay overtime pay or holiday pay to labor engaged in the Work, such rate will be the rate reimbursed. When the Contractor is ordered to return to the project solely to perform Force Account work, labor will be considered as being actually engaged in the Work during the hours while traveling.

No part of the salary or expenses of anyone connected with the Contractor's forces above the grade of foreman or having general supervision of the Work will be included in the labor item as specified above unless approved by the Engineer.

The Contractor will also receive an additional amount (i.e. a labor burden rate) equal to 50 percent of the actual hourly wage rate paid to, or in behalf of workers, for costs of health and welfare benefits, taxes, insurances, retirement, and union benefits. A Contractor can request a different labor burden rate be used if an independently audited breakdown of the actual aforementioned costs, prepared by a Certified Public Accountant, is provided. The audit of the burden rate shall be prepared on current financial data and in conformity with the accounting practices prescribed by the Federal Acquisition Regulations 48 CFR, Part 31.

An amount equal to ten percent of the sum of the above items will also be paid the Contractor to compensate for all field and home office overhead costs and profit.

Subsistence and travel expenses paid by the Contractor will be reimbursed only when the Engineer orders Force Account Work and, in order to perform such work, it is necessary to move workers to the project particularly for that operation. Such subsistence and travel expenses allowed shall be carried on the daily report form under the classification of "Material," without, however, being subject to the added percentage for materials. If work other than such Force Account Work is performed by the individuals during or in connection with that operation, no subsistence or travel expenses will be allowed.

Amend 109.04.4.4 to read:

109.04.4.4 Equipment and Plant.

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

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

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

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

B = Regional adjustment factor for New Hampshire.

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

D = Estimated operating costs per hour.

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

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

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

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

Payable time periods will not include:

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

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

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

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

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

03/28/22

SSD: 06/27/08, 06/11/09, 03/29/10, 01/18/11, 02/01/11

Page 1 of 3

**NEWINGTON-DOVER
11238S**

April 25, 2025

SPECIAL PROVISION

AMENDMENT TO SECTION 201 -- CLEARING AND GRUBBING

**Item 201.881 – Invasive Species Control Type I
Item 201.882 – Invasive Species Control Type II**

Add to Description:

1.5 Invasive species control shall consist of furnishing all labor (including, but not limited to, handling, cutting, stockpiling and spraying), materials, services, equipment and supplies required for removal and proper disposal of the vegetation listed in the Prosecution of Work. The intent of this item is to compensate the Contractor for all additional costs incurred due to the handling of invasive species during construction excavations. This item will be paid in addition to the appropriate pay items for the class excavation and/or embankment work being performed. Work shall be done in accordance with the NHDOT's manual, *Best Management Practices for the Control of Invasive and Noxious Plant Species*, and the specific Invasive Species Control and Management Plan developed for this project. This work shall be coordinated with the NHDOT Bureau of Environment.

1.5.1 Invasive species control type shall be as specified in the item description. The plant species of concern within the project limits will be specified in the Prosecution of Work.

Add to Materials:

2.1 Backfill to replace contaminated soil that is excavated shall conform to the material requirements of the appropriate section of the Standard Specifications for the material to be placed at that location.

Add to Construction Requirements:

3.4 Invasive Species Control

3.4.1 Type I / Type II

3.4.1.1 Invasive species control for Types I and II shall consist of:

- Cleaning equipment upon leaving the area of the infestation.

3.4.2 Type I

3.4.2.1 Invasive species control Type I methods shall consist of:

- July 1st through February 1st, when mature fruit are most likely present, chip plants and dispose of in a manner that precludes the spreading of mature seeds and/or fruit. Outside of this time period, usual clearing and grubbing methods shall be used.

3.4.3 Type II

3.4.3.1 Invasive species control Type II methods shall consist of one or more of the following treatment measures:

- Bagging cut plant material for later disposal.
- Removing cut plant material from the site to bury, burn, or stockpile on an impervious surface.
- Removing excavated material from an infested site to bury, or stockpile on an impervious surface.
- Applying herbicides to invasive plants.

3.4.3.2 Herbicides shall be registered with and approved for use by the New Hampshire Department of Agriculture, Division of Pesticide Control and applied by a licensed applicator.

3.4.3.2.1 If herbicide use is proposed, the Contractor, or his licensed herbicide applicator, shall submit a site-specific plan and application to the NH Department of Agriculture, Division of Pesticide Control (contact the Division at 603-271-3550 for information on their permitting process). Issuance of an herbicide application permit(s) may take up to three months for approval.

3.4.3.3 Burning invasive species shall be done in accordance with State and local regulations and Env A-1000 - Prevention, Abatement, and Control of Open Source Air Pollution issued by the New Hampshire Air Resources Division of Environmental Services, a copy of which is included in this Proposal.

3.4.3.3 Excavation, when required, shall be in accordance with the appropriate sections of the Standard Specifications.

3.4.3.4 Backfill in all excavated areas shall be placed and compacted in accordance with the plans and the appropriate sections of the Standard Specifications.

3.4.3.5 When required, disposal of invasive species materials and their contaminated soils by burying shall be in accordance with the appropriate sections of the Standard Specifications for Embankment-in-Place.

3.4.3.6 Monitor the project site for re-growth of invasive species in treated areas. If re-growth occurs secondary treatment shall be performed. The Engineer may also order areas to receive secondary treatment.

Add to Method of Measurement:

4.6 Invasive species control of the type specified will be measured by the square yard to nearest square yard from measurements taken on the ground surface covered.

Add to Basis of Payment:

5.7 The accepted quantities of invasive species control of the type specified will be paid for at the contract unit price per square yard complete in place.

5.8 Invasive Species Control and Management Plan, including monitoring invasive species re-growth, will be paid under Item 697.11.

5.9 Excavation of invasive species material will be paid under the appropriate contract items for the class of excavation being performed.

5.10 Materials required to replace material for excavated areas will be paid for as Item 203.6 – Embankment-In-Place or other appropriate items in the contract.

5.11 Disposal of invasive species material and their associated soils by burying within the road section will be paid under Item 203.6 – Embankment-In-Place.

5.12 Disposal of invasive species material outside of the road section but within the job limits, when allowed, will be paid as Item 203.1 – Common Excavation or Item 203.6 – Embankment-In-Place. Disposal of any surplus material from this excavation will be subsidiary to the work.

5.12.1 If disposal off-site is approved disposal fees will be paid as provided for in 104.02 and 109.04.

5.13 If standard clearing and grubbing methods are used per 3.4.2.1, no additional payment will be made under Item 201.88X.

Add to Pay Items and Units:

201.881	Invasive Species Control Type I	Square Yard
201.882	Invasive Species Control Type II	Square Yard

4/20/16
SSD: 6/5/08

NEWINTON-DOVER
11238S

April 25, 2025

SPECIAL PROVISION

**AMENDMENT TO SECTION 202 – REMOVAL OF STRUCTURES
AND OBSTRUCTIONS**

Item 202.8 - Removal of Fence

The intent of this specification is to pay for removal of fence when fence is not being replaced.

Amend 4.5 to read:

4.5 Removal of fence will be measured by the linear foot to the nearest one foot.

Amend 5.6 to read:

5.6 Removal of fence will be paid for at the contract unit price per linear foot.

Delete 5.7.

Add to pay items and units:

202.8	Removal of Fence	Linear Foot
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SPECIAL PROVISION**SECTION 500 -- ACCESS FOR BRIDGE CONSTRUCTION****Item 500.02 – Access for Bridge Construction****Description**

1.1 This work shall consist of the design, construction, maintenance, and removal of temporary access by the Contractor for bridge superstructure removal. This work shall also consist of restoration of all access areas upon completion of the work as described herein or as directed.

1.1.1 This work shall include construction of staging and storage areas, access roads, retaining structures, stone fill causeways, work trestles, work platforms, and barges, for bridge superstructure removal. The limits of the available work areas shall be as shown on the plans or as permitted within Shattuck Way and Hilton Park (west) for construction of access within Little Bay.

1.1.2 This work shall include construction of traffic control efforts on Spaulding Turnpike Southbound for access to the westerly lane and shoulder of the Southbound Little Bay Bridge for bridge superstructure removal by implementing a change in traffic pattern in accordance with the requirements of the *Traffic Control Plan* and the plans. Refer to Attachment A for Smart Work Zone (SWZ) requirements.

Materials

2.1 All materials to be used in the construction of temporary access shall be subject to inspection and approval prior to their incorporation in the work. Used materials will be acceptable, provided appropriate allowances are made for their condition.

2.2 Stone fill shall meet the requirements of Section 585 for the appropriate class of stone.

2.3 Geotextile fabric shall meet the requirements of Section 593 for Geotextile Separation, Class 1.

2.4 Chain link fence and gates shall meet the requirements of Section 607 for Temporary Chain Link Fence. Chain link fence shall be a minimum of six feet high unless otherwise noted on the plans.

2.5 Refer to the plans for equipment and materials for traffic control efforts on Spaulding Turnpike Southbound.

Construction Requirements

3.1 Detailed working drawings and calculations showing sizes, arrangements, connections, bracing, and quality of materials to be used in temporary structures shall be submitted to the Engineer for documentation in accordance with 105.02. The working drawings and calculations shall be prepared, stamped, and signed by a Licensed Professional Engineer licensed in the State of New Hampshire.

3.1.1 Temporary structures shall be designed for all applicable loads in accordance with the latest edition and interim specifications of the AASHTO LRFD Bridge Design Specifications, AASHTO LRFD Bridge Construction Specifications, Section 3 – Temporary Works, or to other appropriate standards. Temporary structures shall meet the minimum strength requirements to carry all loads at stress levels not to exceed those allowed in the above specifications.

3.1.2 The height of temporary work trestles and platforms shall be sufficient to allow for construction of adequate bracing, provide for all minimum waterway clearance openings specified, and to have a minimum effect on the environment.

3.1.3 Temporary work trestles and platforms shall be of sufficient geometric and structural capacity to handle all anticipated loads resulting from all construction operations. For work in the waterway, consideration shall be given to water loads, and ice loads, as applicable in the design of the work trestles and platforms.

3.2 All work for constructing, improving, and restoring roads as required to provide access shall be performed in accordance with the plans and applicable governing specifications. Such work may involve clearing, grading, slope stabilization, construction of temporary retaining structures, base courses, hot bituminous pavement, fencing and gates, drainage, dust abatement where required, and maintenance of affected roadway embankments, guard rail, and drainage structures, as directed by the Engineer.

3.3 Clearing shall involve the removal of vegetation to the limits shown on the plans. Stumps and existing topsoil shall not be removed except as required for construction, and as directed by the Engineer. Trees outside the clearing limits shall not be removed without approval of the Engineer.

3.4 The location and limits of all staging and storage areas shall be as shown on the plans, or as approved by the Engineer.

3.5 Temporary access roads, staging and storage areas shall be fenced off to prevent public access as shown on the plans, or as otherwise directed by the Engineer.

3.6 All equipment, structures, scaffolding, barges, etc. in the waterway shall be provided with appropriate lighting to alert waterway traffic of these obstructions. Work barges and floating equipment in the waterway shall comply with all provisions of the United States Coast Guard *Navigation Rules International-Inland*.

3.7 When the staging and storage areas, access roads, retaining structures, stone fill causeways, work trestles, work platforms, or barges are no longer required, they shall be completely removed and the area cleaned up, graded, landscaped, and restored to the satisfaction of the Engineer to a condition equal to or better than that originally found, or as shown on the plans.

3.8 Restoration of Spaulding Turnpike Southbound to preconstruction conditions shall be in accordance with the plans or to the satisfaction of the Engineer.

Method of Measurement

4.1 Access for bridge construction will be measured as a unit. A unit will include all design, construction, maintenance, and removal of temporary access required for the work, including all restoration of access areas.

4.1.1 All required devices and appurtenances including, but not limited to, coordination, procurement, deployment, maintenance, relocation, and removal for the Smart Work Zone (SWZ) will not be measured but will be subsidiary to this item.

Basis of Payment

5.1 The accepted quantity of access for bridge construction will be paid for at the contract lump sum price.

Pay item and unit:

500.02	Access for Bridge Construction	Unit
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ATTACHMENT A

SPECIAL PROVISION

AMENDMENT TO SECTION 619 -- MAINTENANCE OF TRAFFIC

- Item 619.502 - Work Zone ITS Operational Costs (Winter)**
- Item 619.503 - Work Zone ITS Operational Costs (Summer)**
- Item 619.51 – Portable Queue Trailer/Sensor (PQT)**
- Item 619.52 – Portable Changeable Message Sign (PCMS)**
- Item 619.531 – Short Range Wireless Network Traffic Monitoring Sensor (SRWN-TMS)**
- Item 619.54 – Mobile Video Trailer with Pan Tilt Zoom (PTZ)**
- Item 619.519 - Portable Queue Trailer/Sensor (PQT) (Salvage to Department)**
- Item 619.549 - Mobile Video Trailer with Pan Tilt Zoom (PTZ) (Salvage to Department)**
- 619.91 - Relocate Work Zone ITS Device**

The intent of a Work Zone Intelligent Transportation System (Work Zone ITS, or “Smart Work Zone”) is to monitor the project’s work zone traffic and disseminate real-time information to the traveling public through devices installed on the project. The Contractor is expected to coordinate this work with The New Hampshire Department of Transportation (NHDOT) Bureau of Transportation Systems Management and Operations (TSMO) and the Transportation Management Center (TMC). All provisions of Section 619, except as modified or changed below, shall apply.

Add to Description:

1.3 This work shall consist of furnishing, installing, relocating, operating and maintaining any devices called out per Contract plans that provide an automated, portable, real-time work zone information system (Work Zone Intelligent Transportation System).

1.4 Work Zone ITS operational costs shall consist of providing and maintaining all communications required by the Work Zone Intelligent Transportation System, such as FCC licensing, any third party licensing, cellular telephone, wireless data networks, satellite and internet subscriptions, as well as providing and maintaining solar-power system support and battery charging, and maintenance as part of both winter and summer operation of Work Zone Intelligent Transportation Systems.

Add to Materials:

2.3 System Components.

2.3.1 The Work Zone Intelligent Transportation System (ITS) may consist of any of the following devices as called for in the Contract plans or directed by the Engineer:

- (a) Portable Queue Trailer/Sensors (PQT). Refer to 2.4.7 below.
- (b) Portable Changeable Message Signs (PCMS). Refer to 2.4.8 below.
- (c) Short Range Wireless Network Traffic Monitoring Sensor (SRWN-TMS). Refer to 2.4.9 below.
- (d) Mobile Video Trailer with Pan Tilt Zoom (PTZ) cameras. Refer to 2.4.10 below.
- (e) Communication equipment for all above components, including wireless data networks, base stations, cell phone data interfaces, Ethernet network interfaces and internet interfaces.

ATTACHMENT A

2.3.2 Each PQT, PCMS, SRWN-TMS, and PTZ camera shall be individually mounted on trailer units with solar power.

2.3.3 Each PQT, PCMS, SRWN-TMS, and PTZ camera shall be equipped with digital modems or wireless data interfaces as required.

2.3.4 Each PQT, PCMS, SRWN-TMS, and PTZ camera shall be linked back to NHDOT's Advanced Transportation Management System (ATMS) central software server.

2.3.5 The components of a Work Zone Intelligent Transportation System may vary. In all cases, as called out per Contract Documents, the varied number and type of components become part of a "Smart" Work Zone (SWZ) Intelligent Transportation System along with the operational and communication costs. All components of the SWZ system must be capable of fully integrating with, and providing data to NHDOT's Advanced Transportation Management System (ATMS). The SWZ system shall be managed and controlled from NHDOT's ATMS at NHDOT's Traffic Management Center (TMC).

2.3.6 The Contractor shall supply each SWZ device from one single manufacturer for the specific type of SWZ device to allow synchronicity, consistency of function, and ease of integration into ATMS.

2.3.7 All SWZ devices shall be equipped with all the necessary ancillary equipment needed to communicate with NHDOT's ATMS.

2.4 Device Requirements and Configurations.

2.4.1 All Work Zone ITS devices called out per Contract plans shall have the capability to collect and transfer real time data to NHDOT's ATMS. A current list of devices and communication protocols supported by NHDOT's ATMS can be found in Appendix A of this special provision.

2.4.2 Work Zone ITS devices shall be capable of withstanding winter and inclement weather conditions, and provide adequate solar and battery power.

2.4.3 All Work Zone ITS devices shall be capable of reporting diagnostic status.

2.4.4 Solar panel array shall be sized to replace the power used in typical daily operation with less than four hours of sun.

2.4.5 Batteries shall consist of commercial off the shelf heavy-duty 225 amp hour deep cycle batteries. They shall be wired as proposed by the manufacturer. The batteries shall be capable of providing enough power for the sign to display a three-line message with eight characters per line for 30 days without any charge from the solar panels or any other source. The supplier shall provide the battery calculations showing they can support this load. The signs shall be equipped with an on-board voltmeter.

2.4.6 SWZ ITS Device Security.

2.4.6.1 Device controllers, interfaces and communication components shall be secured in a locked enclosure.

2.4.6.2 Any device capable of being password protected shall be changed from the default password and maintained with good practices by the contractor.

2.4.7 The Work Zone ITS PQT devices shall meet the following minimum requirements:

ATTACHMENT A

2.4.7.1 The PQT device shall transmit, receive, and analyze an FCC certified, low-power microwave radar signal to detect vehicle presence, provide a detection output, and generate volume, occupancy, and speed data.

2.4.7.2 The PQT shall be suitable for continuous duty, non-environmentally controlled, outdoor use.

2.4.7.3 The detector unit shall be enclosed in a rugged weatherproof case meeting NEMA 4X standards. The total weight of the detector unit assembly shall not exceed 5 pounds.

2.4.7.4 The detector unit shall have an operating temperature range of -40° F to +140° F, minimum.

2.4.7.5 The PQT shall comply with the limits for a Class A digital device, pursuant to Part 15 of the FCC rules or the appropriate Spectrum Management Authority. The PQT shall not interfere with any known equipment.

2.4.7.6 The PQT shall transmit on a frequency band of 24-24.25 GHz (K-band) or another approved spectral band.

2.4.7.7 No component of the PQT system shall emit a noise level exceeding the peak level of 55 dBA when measured at a distance of 3 feet away from its surface.

2.4.7.8 The PQT sensor shall have a minimum 250-foot detection range and the capability to detect a minimum of 12 lanes of traffic, by lane and by direction.

2.4.7.9 The PQT shall be installed and calibrated to collect data meeting the following minimum accuracy limits:

- (a) The PQT shall record motor vehicle volume data, per lane, within 10%.
- (b) The PQT shall record motor vehicle speed data, per lane, within 10%.
- (c) The PQT shall record individual vehicle speeds within 5%.
- (d) The PQT shall record motor vehicle occupancy data, per lane, within 20%.

2.4.7.10 Work Zone ITS traffic sensors shall be such that the accuracy is not degraded by inclement weather and visibility conditions including precipitation, fog, darkness, excessive dust, foliage, and/or road debris.

2.4.8 The Work Zone ITS PCMS devices shall meet the following minimum requirements:

2.4.8.1 The signs shall meet the requirements of Section 619.2.1 for portable changeable message signs.

2.4.8.2 When the signs are displaying messages, they shall be considered a traffic control device. At all times when no message is displayed, they shall be considered equipment.

2.4.8.3 The signs shall meet legibility and visibility requirements of the MUTCD for changeable message signs.

2.4.8.4 The message sign shall provide for remote sign operation via central computer base station, and shall use National Transportation Communications for Intelligent Transportation System Protocol (NTCIP).

ATTACHMENT A

2.4.8.5 Each communication port on each NTCIP device shall be configurable to support both NTCIP 2101:2001 v01.19 and NTCIP 2103 v02. Only one of these profiles shall be active at any given time.

2.4.8.6 Communications shall be NTCIP-compatible using the NTCIP 2202 v01.05 Internet transport profile, and the NTCIP 2104 Ethernet sub network profile. This shall permit the controller to be operated on any typical Ethernet network using the TCP/IP and UDP/IP protocols.

2.4.8.7 Each PCMS shall support the NTCIP standards listed in Table 1 below:

Table 1: NTCIP Standards		
Document Number and Version	Document Title	Document Status
NTCIP 1101:1996 and Amendment 1	Simple Transportation Management Framework (STMF)	Approved Standard with Amendment
NTCIP 1102:2004 v01.15	Octet Encoding Rules (OER) Base Protocol	Recommended Standard
NTCIP 1103 v02.16	Transportation Management Protocols	Jointly Approved
NTCIP 1201 v02	Global Object (GO) Definitions	Jointly Approved with Amendment
NTCIP 1203 v02	Object Definitions for Dynamic Message Signs	Recommended Standard
NTCIP 2101:2001 v01.19	Point to Multi Point Protocol (PMPP) Using RS-232 Subnetwork Profile	Jointly Approved
NTCIP 2103 v02	Point-to-Point Protocol Over RS-232 Subnetwork Profile	Jointly Approved
NTCIP 2104 v01.11	Ethernet Subnetwork Profile	Jointly Approved
NTCIP 2201 v01.15	Transportation Transport Profile	Jointly Approved
NTCIP 2202 v01.05	Internet (TCP/IP and UDP/IP) Transport Profile	Jointly Approved
NTCIP 2301 v02.18	Simple Transportation Management Framework (STMF) Application Profile	Recommended Standard

2.4.9 The Work Zone ITS SRWN-TMS shall meet the following minimum requirements:

ATTACHMENT A

2.4.9.1 SRWN-TMS shall be capable of non-intrusive detection of anonymous Bluetooth signals, broadcast from mobile devices and passing vehicles.

2.4.9.2 The SRWN-TMS shall provide real-time communication of collected data through a cellular data connection.

2.4.9.3 Each SRWN-TMS shall be capable of storing archived data for up to 1 year.

2.4.9.4 SRWN-TMS shall be solar powered.

2.4.9.5 SRWN-TMS shall be capable of operating in temperatures ranging from -40°F to +167°F.

2.4.10 The Work Zone ITS PTZ camera devices shall be configured with the following minimum requirements:

2.4.10.1 The PTZ camera shall be Underwriter's Laboratory (UL) approved. UL certification shall be provided with the catalog cuts in the Technical Submittal.

2.4.10.2 The PTZ camera shall be digital, IP addressable and Ethernet ready.

2.4.10.3 The PTZ camera shall be compatible with existing Closed Circuit Television (CCTV) software at the NHDOT TMC, including the Milestone Video Management System, Corporate Edition, latest version.

2.4.10.4 The PTZ shall have the following image setting functionalities: Wide dynamic range (WDR), manual shutter time, compression, color, brightness, sharpness, white balance, exposure control, exposure zones, backlight compensation, fine tuning of behavior at low light, rotation, text and image overlay, 32 individual 3D privacy masks, image freeze on pan-tilt-zoom (PTZ), electronic image stabilization and automatic defog.

2.4.10.5 The PTZ shall provide a camera imaging system that automatically shifts from daytime mode to nighttime mode, and shifts from color mode to a black-and-white mode under very low light conditions, in order to render a more detailed video image.

2.4.10.6 The PTZ shall provide automatic and manual control of camera imaging characteristics (such as exposure and contrast).

2.4.10.7 The PTZ shall return operational status and report system faults to the NHDOT TMC.

2.4.10.8 The PTZ shall receive and process camera positioning and camera configuration commands received from the NHDOT TMC.

2.4.10.9 The PTZ camera dome shall be constructed of clear polycarbonate with a sun shield.

2.4.10.10 The lower exterior dome shall be made of seamless polycarbonate, optically clear with no distortion, optical discontinuities, or anomalies of any type in any portion of the dome up to 20-degrees above horizontal.

2.4.10.11 The PTZ camera dome drive system shall consist of an integral camera pan-tilt assembly with a variable high speed drive unit with continuous 360-degree rotation, CCD camera, optical and digital zoom, auto focusing, motorized zoom lens and integral camera control receiver.

2.4.10.12 The PTZ shall have user-defined "pre-sets" for position, zoom, exposure and focus, to be defined by the NHDOT TSMO Bureau.

ATTACHMENT A

2.4.10.13 The PTZ shall have a minimum Pan/Tilt/Zoom functionality of: 100 preset positions, 360° endless pan at a speed of 0.05 - 450°/sec; Tilt - 220° at a speed of 0.05 - 450°/sec.

2.4.10.14 NHDOT TMC control of PTZ camera's pan, tilt, and zoom features shall have a latency of no greater than 1 second.

2.4.10.15 The PTZ shall have an automatic variable pan-tilt speed adjustment operating as a function of degree of zoom.

2.4.10.16 The PTZ shall have a minimum 30x optical zoom and 12x digital zoom, total 360x zoom.

2.4.10.17 The PTZ shall have the following intelligent video analytics: video motion detection, auto-tracking.

2.4.10.18 The PTZ shall have alarm triggers from multiple sources including intelligent video, PTZ position.

2.4.10.19 The PTZ shall have a minimum 1/3-inch progressive scan CCD image sensor.

2.4.10.20 The PTZ shall have a minimum illumination of: Color: 0.2 lux at 30 IRE; B/W: 0.04 lux at 30 IRE.

2.4.10.21 The PTZ shall have minimum resolution range of: HDTV 320x180 up to 1280x720, 720p.

2.4.10.22 The PTZ shall provide H.264 (MPEG-4 Part 10/AVC) and Motion JPEG video compression formats.

2.4.10.23 The PTZ shall have a minimum frame rate of: H.264 25/30 frames per second (fps) (50/60 Hz) in all resolutions, M-JPEG: up to 25/30 fps (50/60 Hz) in all resolutions.

2.4.10.24 The PTZ shall be capable of multi-streaming in H.264 and Motion JPEG formats: Multiple individually configured streams in maximum resolution at 30/25 (60 / 50 Hz) fps. The frame rate and bandwidth shall be controllable.

2.4.10.25 The PTZ shall have the following security features: password protection, IP address filtering, HTTPS encryption, IEEE 802.1X network access control, digest authentication, user access log.

2.4.10.26 The PTZ shall support the following protocols: IPv4/v6, HTTP, HTTPSa, SSL/TLSa, QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP/TM, SNMPv1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, RTSP, RTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS, SSH, and NTCIP.

2.4.10.27 The PTZ shall conform to the ONVIF Profile S standard and have an open Application Programming Interface for software integration.

2.4.10.28 The PTZ camera shall be able to process, at a minimum, the following alarm events:

- (a) File upload: FTP, HTTP, and network share.
- (b) Email notification: email, HTTP and TCP.
- (c) Data transmitted from PTZ camera: PTZ preset, guard tour, video recording to edge storage, auto-tracking, day/night mode, and pre- and post-alarm video buffering.

ATTACHMENT A

2.4.10.29 The PTZ shall be housed in an environmentally hardened aluminum enclosure suitable for continuous outdoor use and shall feature an internal temperature regulation system. The PTZ shall be IP66-, NEMA 4X- and IK09-rated and shall have an operating temperature range of -40 degrees F to +122 degrees F, minimum.

2.5 System Communications.

2.5.1 The wireless communications systems used for this project must be dependable, and capable of functioning 24 hours per day, 365 days per year, regardless of weather, locations and cellular service usage. The Contractor shall be responsible for providing a reliable communication system, necessary utilities, and any satellite or cellular phone services needed to provide a dependable, functioning Work Zone Intelligent Transportation System.

2.5.2 Cellular modems shall have the capability of being reconfigured by the Contractor with specific login credentials and passwords different from the defaults set by the equipment manufacturers.

2.5.3 Cellular modems shall be capable of being configured with an Access Control List (ACL) and Community String provided by the Department.

2.6 Technical Submittals and Approvals. At least 15 working days prior to beginning installation, submit the following materials to the Engineer for review and approval:

2.6.1 Evidence that the Work Zone ITS Contractor has successfully completed at least five “Work Zone ITS” projects similar in concept and scope to the proposed system. The Work Zone ITS Contractor shall provide contact information to both the prime contractor and the Department as references for the required project history. Include names, addresses and telephone numbers of the owner’s representatives for verification.

2.6.2 The Contractor shall supply contact information for an on-call service technician, available 24 hours per day, 365 days per year, to provide technical support, relocate SWZ devices, provide routine maintenance, and make necessary repairs to ensure the SWZ system remains functional for the entire deployment.

2.6.3 The Contractor shall verify the actual device layout prior to installation of the Work Zone ITS devices. Any variation from the plans shall be submitted to the Engineer for approval 15 working days before installation.

2.6.3.1 The approved field locations of the equipment must meet the clear zone requirements for the Contract, and MUTCD guidance for changeable message sign locations.

2.6.4 The Contractor shall submit brochures and cut sheets of all proposed Work Zone ITS devices to be installed.

2.6.5 The Contractor shall submit a Smart Work Zone Integration worksheet, found on NHDOT’s website (www.dot.nh.gov/about-nh-dot/divisions-bureaus-districts/tsmo-transportation-systems-management-operations/tsmo-0), and in Appendix B of this specification, to allow integration of the proposed devices into NHDOT’s ATMS. The worksheet will be used by both the Department and the Contractor to ensure devices integrate into ATMS without providing a network security risk to the Department.

2.6.6 All technical submittal material will require review and written approval from the Engineer prior to deployment of the Work Zone Intelligent Transportation System.

ATTACHMENT A

Add to Construction Requirements:

3.4 It is anticipated that traffic conditions will deteriorate due to queuing caused by high traffic volumes, work zone vehicle interference, weather, grade changes, and other factors affecting level of service. The intention of the Work Zone ITS equipment is to monitor traffic due to these conditions.

3.5 The Contractor shall assume all responsibility for any damage to Work Zone ITS devices or equipment that may occur during the system's deployment.

3.6 Placement of devices shall meet Contract clear-zone requirements, and MUTCD guidelines.

3.7 Proposed sign messaging shall meet MUTCD guidelines.

3.8 The Contractor shall be responsible for the end-to-end integration of the Work Zone ITS equipment with NHDOT's ATMS. The Contractor shall coordinate integration of the installed Work Zone ITS equipment with the ITS Project Manager at the NHDOT TMC (603-271-6862).

3.8.1 The Contractor shall perform the required configuration of the communications system during system initialization. Configuration includes setting all login credentials of all proposed equipment to anything other than factory defaults, configuring an Access Control List and Community String into communication equipment, in conformance with the approved Smart Work Zone Integration worksheet described in 2.6.5 above.

3.9 Milestone licenses required for operation of the proposed PTZ cameras will be provided by the Department for use with the Smart Work Zone system. Ownership of all Milestone licenses will be retained by the Department at the completion of the work.

3.10 Work Zone ITS Deployment.

3.10.1 Work Zone ITS devices shall be installed on all approaches to the work zone, on designated sections of the project, as shown on the plans or as directed by the Engineer.

3.10.2 The system shall be fully maintained and operational during summer and winter months, as required by the Contract and at the discretion of the Engineer.

3.10.3 The Contractor shall install each component of the system in accordance with the manufacturer's recommendations in compliance with all industry standards and codes such that each device is fully operational and can be operated and controlled from the Department's TMC.

3.10.3.1 Solar panels shall be installed to provide reliable power supply during all climate and seasonal sun conditions.

3.10.3.2 Communication antennas shall be installed to provide dependable communication signal during all climate conditions.

3.10.4 The Contractor shall work with the ITS Project Manager (603-271-6862) to validate that all Work Zone ITS devices are communicating and posting the correct default messages on the message boards, prior to turning the message signs to the viewing public.

3.10.5 The Contractor shall provide for spot-checking of device credentials and configurations to ensure that no default login settings remain in place on equipment, and that access control lists and community strings have been accurately configured in the equipment.

ATTACHMENT A

3.10.6 The Contractor shall prepare the locations to receive the equipment in accordance with the equipment manufacturer's requirements.

3.10.7 The bottom of PCMS displays shall be set 7 feet above the adjacent roadway pavement. The installation of SWZ device platforms shall facilitate installing PCMS devices at this required height. Refer to item 203.5526X for installation and removal of SWZ device platforms.

3.10.8 The Work Zone ITS traffic sensors shall be configured to acquire real-time speed, volume, occupancy and a minimum of 3 vehicle classifications data from up to eight lanes of traffic in multiple directions, e.g. northbound and southbound. Vehicle classifications are to be selected by the ITS Project Manager from the most recent FHWA Vehicle Classification chart.

3.11 Relocating Work Zone ITS Devices.

3.11.1 Where Work Zone ITS devices are ordered to be relocated, the Contractor shall remove the mobile trailer from one location and reset the mobile trailer at another location as indicated in the contract documents or as directed by the Engineer. The relocation may be any PQT, PCMS, SRWN-TMS, or PTZ unit.

3.11.2 The Contractor shall notify the ITS Project Manager before any device relocations occur. The Contractor shall supply GPS coordinates of the relocated devices in order to fully update the Work Zone Intelligent Transportation System at the TMC.

3.11.3 The Contractor shall complete the Request to Relocate SWZ ITS Devices "ITS Device Relocation" form found on NHDOT's website (www.dot.nh.gov/about-nh-dot/divisions-bureaus-districts/tsmo-transportation-systems-management-operations/tsmo-0), and in Appendix C of this specification. The completed request shall be sent to the ITS Project Manager for review 15 working days prior to scheduling any proposed device relocations. Failure to notify the ITS Project Manager in a timely manner may result in the Work Zone Intelligent Transportation System being considered malfunctioning.

3.11.4 The Contractor shall be responsible for reconfiguring and reprogramming the PQT, PCMS, SRWN-TMS, PTZ, and communication equipment, as needed, for each device relocation.

3.12 Support and Training.

3.12.1 The Contractor shall ensure that a technician, who is skilled in the operation of all the Work Zone ITS equipment, is available 24 hours per day, 7 days per week to maintain the system components, move portable devices as necessary, and respond to emergency situations within 4 hours. Ensure that this technician is equipped with sufficient resources to make needed corrections of deficiencies within 8 hours of notification. Contact information for this technician shall be included in the technical submittal as stated in 2.6 above.

3.12.2 The Contractor shall provide training to NHDOT project staff on the use and operation of the physical field hardware of the Work Zone Intelligent Transportation System, as well as all user programmable features of the devices.

3.13 Performance.

3.13.1 The System, as called out per Contract plans, shall perform with no major malfunctions throughout the entire contract, unless the Department requests the system to be removed before the contract completion date. The Department reserves the right to terminate items at any time if it determines the Work Zone Intelligent Transportation System is not performing in accordance with this specification.

ATTACHMENT A

3.13.2 Malfunctions include, but are not limited to:

3.13.2.1 Inability of the equipment to provide accurate real-time video or data feeds to NHDOT's ATMS.

3.13.2.2 Inability to display approved messages on PCMS devices.

3.13.2.3 Inability to communicate with NHDOT's ATMS.

3.13.2.4 Inability to withstand a roadside construction environment or weather conditions of the SWZ deployment area.

3.13.2.5 Displaying inaccurate or misleading information as a result of failing to notify the ITS Project Manager of device relocations.

3.13.2.6 Improper configuration of device login credentials, Access Control Lists or Community Strings as required.

3.13.3 The Contractor shall be required to make all necessary corrections to the components of the system within 24 hours of notification by the Department.

3.13.4 The Department reserves the right to remove the Work Zone ITS components at any time if it determines the System is not performing in accordance with this specification.

3.14 Salvaged Equipment. At the completion of the contract, the Contractor shall perform all manufacturer-recommended preventative maintenance to all portable equipment and trailers indicated to be salvaged to the Department, replacing any parts or components that have failed during the term of the contract.

Add to Method of Measurement:

4.4 All components, material and labor associated with the SWZ will not be measured.

Add to Basis of Payment:

5.7 All components, material and labor associated with SWZ will be subsidiary to Item 500.02.

ATTACHMENT A

Appendix A

TABLE 1: LIST OF NEW ENGLAND COMPASS ATMS SUPPORTED DEVICES

Device Type		Supported Devices / Protocols
CCTV Video	Cameras	<ul style="list-style-type: none"> • ACTi ACM-8500 v2.0, Firmware vA1D-220-V3.14.19-AC • American Dynamics SD Ultra VII camera firmware version 2.03, dated January 24, 2006 • American Dynamics SD Ultra 8 camera firmware version 1.09, FPGA version 2006/10/31 15:18 • Axis Camera 214, Firmware v4.x • Cohu PTZ v1.0, 11/11/2003 • Cohu 382x/383x v3.0, 06/15/2004 • Cohu 3855 v1.0, 06/15/2004 • Cohu iDome iView LCU v3.0, 03/29/2004 • Cohu iDome iView2 LCU v5.7, 01/10/2007 • Cohu MPC-D-111 v1.0, 11/11/2003 • Pelco D, 8/15/2003 • Quest/Quest Plus, 04/26/1998
DMS and Trailblazer Signs		<ul style="list-style-type: none"> • NTCIP 1203, Version 1 and Version 1 Amendment 1, TxDOT MIB • Fiber-optic Display System (FDS) 8-bit/16-bit • Tele Spot TS3001 Revision 2.0
Roadway Sensors	Point Based Detectors	<ul style="list-style-type: none"> • EIS RTMS, Issue 2 (April 2003) • ISS G4 RTMS, v3.0, May 2009 • Wavetronix RTMS: SS105 SmartSensor Data Protocol V2.02 • Wavetronix HD: Z1 SmartSensor Data Protocol • Texas Department of Transportation TSS Protocol v1.0.6, 02/22/2008 • BiTrans B238-I4 • Austin System Control Unit (SCU) • Austin Local Control Unit (LCU)
	Probe Based Detectors	<ul style="list-style-type: none"> • SIRIT Identity Flex Title 21 SIRIT5000FSD (Revision E 2003) • TransCore Allegro IT2020 • Inex Zamir Zap (2008) License Plate Readers • Texas Transportation Institute AWAM Field Device Protocol v1.01, 7/19/2010

Other devices meeting the requirements of this special provision not listed in the table above may be acceptable, provided the Contractor accepts full responsibility for integrating the devices into NHDOT's ATMS, including all costs associated with completing the integration.

ATTACHMENT A

Appendix B

Smart Work Zone Integration Worksheet



PLEASE READ AND FOLLOW ALL INSTRUCTIONS CAREFULLY

1. Fill out this Smart Work Zone Integration Worksheet as completely as possible.
2. The Contractor shall fill out only those cells highlighted in red. Use the examples provided below as a guide.
3. NHDOT will fill out the cells highlighted in blue, and return a copy to the Contractor for final configuration of the Smart Work Zone devices.
4. The Contractor shall set all device login credentials to anything other than the factory defaults. Failure to do so is considered a security risk to the Department and may result in the Contractor forfeiting payment for the work zone devices.
5. The Contractor shall provide for spot-checking of several devices by the Department to ensure the factory default login credentials have been changed, and the proper Access Control Lists and Community Strings have been configured in the devices.

REMEMBER TO CHANGE ALL DEVICE LOGIN CREDENTIALS TO ANYTHING OTHER THAN FACTORY DEFAULTS.

Project Name	
Project Number	
Date	

Contractor Name	
Onsite Contact	
Contact Phone ##	

Contractor to Provide								NHDOT to Provide		
Equipment Manufacturer	Model	IP Address	Latitude	Longitude	Route	Direction	Mile Marker	ACL Access Control List	Community String	Device Name
Example Sign	PCMS-xx	123.123.123.123	43.500000	-71.500000		3 N	70	TBD	TBD	3 N 70 SWZ-DMS 98765A
Example Modem	XX-50	321.321.321.321	43.500000	-71.500000		3 N	70			
Example Camera	X5150	456.789.101.112	43.600000	-71.600000	Main Street	S		TBD	TBD	MS S X SWZ-CCIV 98765A

ATTACHMENT A

Appendix C

Request to Relocate SWZ ITS Devices Form

Date of Last Revision: 01/25/2017

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF TRANSPORTATION SYSTEMS MANAGEMENT & OPERATIONS (TSMO)

REQUEST TO RELOCATE SMART WORK ZONE (SWZ) ITS DEVICES

Requested Information

Date Submitted: _____	Completion Date Requested: _____
Submitted By: _____	Entity: _____
Phone: _____	Email: _____

Project Information

Modification to existing project

Project Name: _____

Federal #: _____ State #: _____ Route(s): _____

Project Description: _____

ITS Device Information

Total Number of Devices to be Relocated: _____

Type(s) of Device(s) to be Relocated: Portable Changeable Message Sign (PCMS) Queue Sensor Camera
 Other, Explain: _____

Please fill out the following for each device to be relocated. Copy and paste additional tables as needed.

Device 1

Current Device Name: _____	New Device Name (if applicable): _____
Type of Device: <input type="checkbox"/> Portable Changeable Message Sign (PCMS) <input type="checkbox"/> Queue Sensor <input type="checkbox"/> Camera <input type="checkbox"/> Other, Explain: _____	
Current Device Location: Route: _____ MM: _____	New Device Location: Route: _____ MM: _____
Lat: _____ Long: _____	Lat: _____ Long: _____

IF PCMS

Does this board currently display travel times? Yes No
 If Yes, list all queue sensors and/or Inrix segments that will be associated with the board once it is moved: _____

Will any queue sensors be moved with the board? Yes No
 If Yes, list all sensors that will be moved: _____

Will the default message currently displayed on the board be updated? Yes No

Current Default Message:		New Default Message (if applicable):	
Phase 1	Phase 2	Phase 1	Phase 2
(Line 1)	(Line 1)	(Line 1)	(Line 1)
(Line 2)	(Line 2)	(Line 2)	(Line 2)
(Line 3)	(Line 3)	(Line 3)	(Line 3)

***Note Messaging Maximum: 2 Phases with 8 Characters Per Line**

Project Name: _____ Page 1 of 2
 Project #: _____
 Date: _____

ATTACHMENT A

IF PCMS	Current Device Name:		New Device Name (if applicable):	
	Type of Device: <input type="checkbox"/> Portable Changeable Message Sign (PCMS) <input type="checkbox"/> Queue Sensor <input type="checkbox"/> Camera <input type="checkbox"/> Other, Explain:			
	Current Device Location: Route:		New Device Location: Route:	
	MM:		MM:	
	Lat:	Long:	Lat:	Long:
	Does this board currently display travel times? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	<u>If Yes list all queue sensors and/or Inrix segments that will be associated with the board once it is moved:</u>			
	Will any queue sensors be moved with the board? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>If Yes list all sensors that will be moved:</u>			
	Will the default message currently displayed on the board be updated? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Current Default Message:		New Default Message (if applicable):	
Phase 1	Phase 2	Phase 1	Phase 2	
(Line 1)	(Line 1)	(Line 1)	(Line 1)	
(Line 2)	(Line 2)	(Line 2)	(Line 2)	
(Line 3)	(Line 3)	(Line 3)	(Line 3)	
*Note Messaging Maximum: 2 Phases with 8 Characters Per Line				

Device 3

IF PCMS	Current Device Name:		New Device Name (if applicable):	
	Type of Device: <input type="checkbox"/> Portable Changeable Message Sign (PCMS) <input type="checkbox"/> Queue Sensor <input type="checkbox"/> Camera <input type="checkbox"/> Other, Explain:			
	Current Device Location: Route:		New Device Location: Route:	
	MM:		MM:	
	Lat:	Long:	Lat:	Long:
	Does this board currently display travel times? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	<u>If Yes list all queue sensors and/or Inrix segments that will be associated with the board once it is moved:</u>			
	Will any queue sensors be moved with the board? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>If Yes list all sensors that will be moved:</u>			
	Will the default message currently displayed on the board be updated? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Current Default Message:		New Default Message (if applicable):	
Phase 1	Phase 2	Phase 1	Phase 2	
(Line 1)	(Line 1)	(Line 1)	(Line 1)	
(Line 2)	(Line 2)	(Line 2)	(Line 2)	
(Line 3)	(Line 3)	(Line 3)	(Line 3)	
*Note Messaging Maximum: 2 Phases with 8 Characters Per Line				

Email to: Charlie Blackman (Charles.E.Blackman@dot.nh.gov), Ethan Conrad (Ethan.J.Conrad@dot.nh.gov), and
CC: Contract Administrator

*****For TSMO use only*****

Comments: _____

ITS Project Manager

Date

Project Name:
Project #:
Date: MM/DD/YYYY

**NEWINGTON-DOVER
11238S**

June 10, 2025

SPECIAL PROVISION**AMENDMENT TO SECTION 502 -- REMOVAL OF EXISTING BRIDGE STRUCTURE**

This special provision provides for a potential crane loading of the existing Southbound Little Bay Bridge (Br. No. 201/024) for General Sullivan Bridge truss demolition and neither amends nor modifies the provisions of this section except as noted below.

Add to Construction Requirements:

3.4 A conceptual crane loading of the existing Southbound Little Bay Bridge (Br. No. 201/024) has been considered and is provided in Attachment B. Other loadings may be permitted, subject to approval by the Bureau of Bridge Design.

3.5 Special care and precautions shall be taken including protection of bridge deck surfaces using crane mats to distribute loads and prevent damage to the bridge deck surface.

3.6 The Contractor shall submit a load rating of the Southbound Little Bay Bridge to ensure the actual loadings from the Contractor's operations will not overstress or damage the bridge. The load rating shall be in accordance with Load and Resistance Factor Rating (LRFR) procedures as stipulated in *AASHTO - The Manual for Bridge Evaluation, 3rd Edition, 2018*, as amended. The loading shall not exceed the Operating Capacity of the bridge and shall utilize at the Strength I Limit State a minimum load factor of 1.35 for all crane loads and account for concurrent traffic live loads (including impact), and the weight of construction material or equipment placed on the bridge, such as portable concrete barrier, as appropriate.

Attachment A – For Information Only

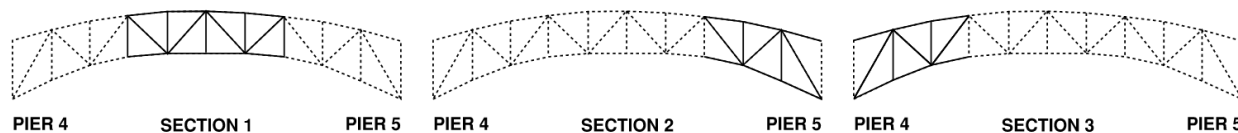
Estimated Truss Steel Weights – General Sullivan Bridge

The steel weights shown are approximate and are estimated based on the piece weights shown in the 1933 Lackawanna Steel Construction Corporation shop drawings. The steel weights are listed per truss line (two truss lines per span).

The estimated steel weights include assembled truss members (top and bottom chords, diagonals, and verticals) truss gusset plates, and horizontal lateral bracing connection plates only. The estimated steel weights do not include cross frames, lateral bracing, or bracing struts.

Span 1	28 tons per truss line
Span 2	35 tons per truss line
Span 3	47 tons per truss line
Span 4	70 tons per truss line
Span 5	108 tons per truss line
Span 6	70 tons per truss line
Span 7	59 tons per truss line
Span 8	47 tons per truss line
Span 9	35 tons per truss line

Span 5 estimated steel weights can be broken out into the following sections:



Span 5, Section 1 (Center)	34 tons per truss line
Span 5, Section 2 (End)	37 tons per truss line
Span 5, Section 3 (End)	37 tons per truss line

Attachment B – For Information Only

Conceptual Crane Loading on the Southbound Little Bay Bridge for General Sullivan Bridge Truss Demolition

Conceptual Truss Demolition Notes:

1. The following is a general summary of a conceptual demolition procedure for the removal of the General Sullivan Bridge truss members, utilizing two cranes (tandem picks) on the adjacent Southbound Little Bay Bridge. The procedure assumes that truss members will be lowered onto barges for spans over water and onto land and/or barges for spans adjacent to the shore.
2. This procedure is for the removal of truss members only and uses the estimated truss steel weights listed in Attachment A.
3. This procedure assumed all existing deck, railing, floorsystem, and truss bracing members have been removed prior to removal of truss members.
4. The Contractor shall ensure demolition procedures comply with all applicable project permit requirements.
5. The Contractor shall submit detailed demolition plans and calculations in accordance with the Prosecution of Work.
6. The Contractor shall submit a load rating of the Southbound Little Bay Bridge to ensure the crane loadings will not overstress or damage the bridge.

Conceptual Truss Demolition Procedure:

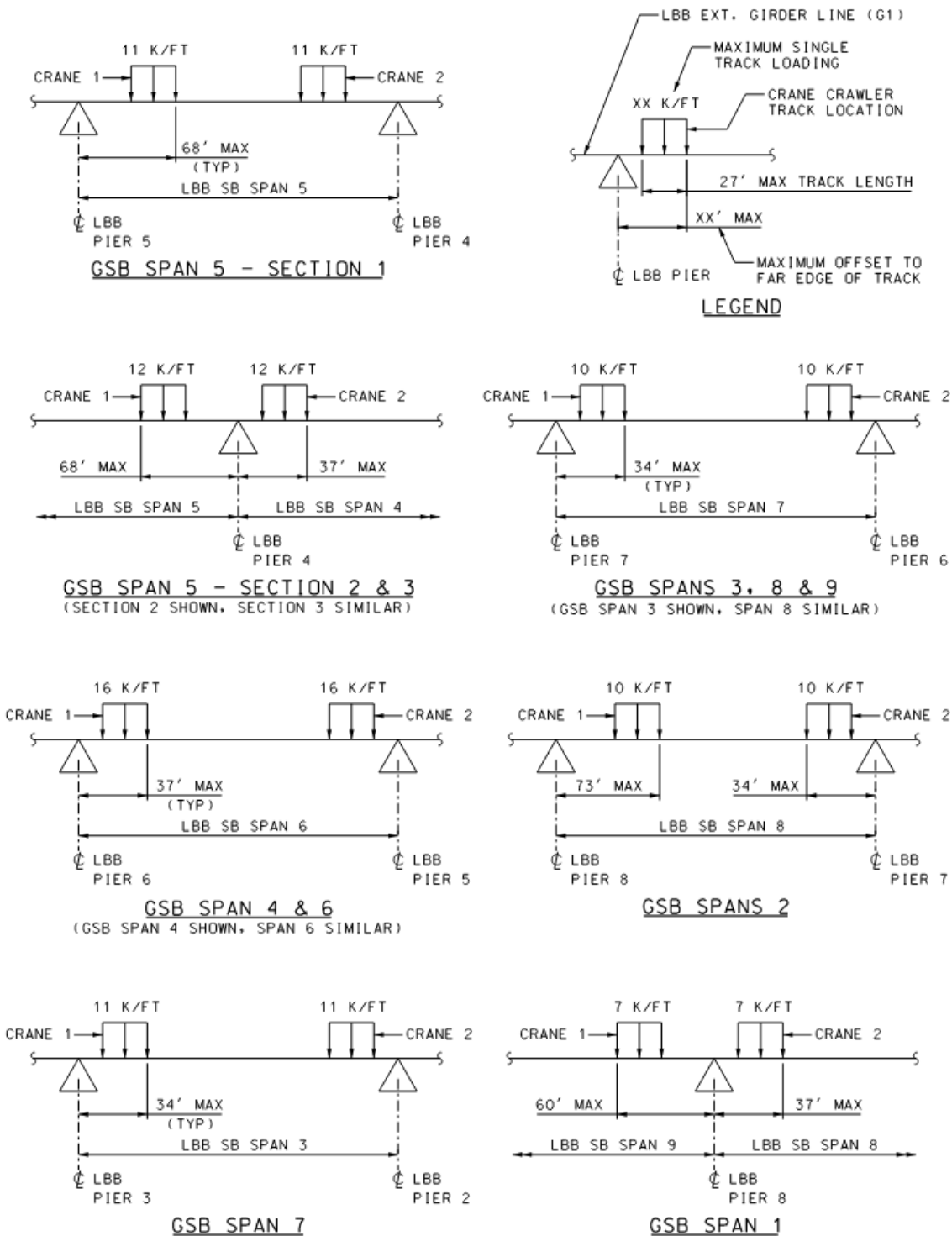
1. Brace existing truss members as required.
2. Set pick points and secure truss members within a single pick together using cables or other means.
3. Remove the existing truss members and lower onto barges one span and one truss line at time using tandem crane picks (two cranes) in the following order:
 - Spine 5, Section 1 (Center)
 - Spine 5, Section 2 (End)
 - Spine 5, Section 3 (End)
 - Span 4
 - Span 6
 - Span 7
 - Span 8
 - Span 9
 - Span 3
 - Span 2
 - Span 1

Conceptual Crane Loading Notes:

1. The conceptual crane loading is based on two 275 US Ton lattice crawler cranes with 27-foot-long crawler tracks.
2. The diagrams shown on the next sheet provide possible crane locations and limitations when picking single truss sections.
3. The maximum single-track loading shown in the diagrams is the unfactored load applied to the Southbound Little Bay Bridge exterior girder (Girder 1). This load is based on the pressure under the crawler track closest to the General Sullivan Bridge during removal of the truss members.
4. Other loadings may be permitted, subject to approval by the Bureau of Bridge Design.
5. Actual construction loading shall not exceed the operating capacity of the bridge deck and girders.
6. Use crane mats or temporary pavement to prevent damage to the bridge deck surface. All cost included in Item 502 – Removal of Existing Bridge Structure.

Attachment B – For Information Only

**Conceptual Crane Loading on the Southbound Little Bay Bridge
for General Sullivan Bridge Truss Demolition**



CONCEPTUAL CRANE LOADING DIAGRAM
 NOT TO SCALE

**NEWINGTON-DOVER
11238S**

June 10, 2025

PROPOSED SPECIAL PROVISION

AMENDMENT TO SUBSECTION 520 – PORTLAND CEMENT CONCRETE

The purpose of this special provision is to include Type IL cement as an acceptable alternative due to availability of Type IP and Type II cement. In addition, Type IL 8 HE cement has been included as an acceptable alternative due to availability of Type III cement.

Amend 2.1.1 as follows:

2.1.1 Portland cement shall be Type IP, Type II, or Type III, conforming to AASHTO M 85, unless otherwise shown on the plans or permitted. In addition, Type IL and Type IL 8 HE, conforming to AASHTO M 240, unless otherwise shown on the plans or permitted, will be acceptable as noted below.

- Type IL cement is an acceptable alternative due to availability of Type IP and Type II cement.
- Type IL 8 HE cement is an acceptable alternative due to availability of Type III cement.

2.1.1.1 Mill test reports shall be furnished with each delivery of cement.

SUPPLEMENTAL SPECIFICATION

AMENDMENT TO SUBSECTION 520 – PORTLAND CEMENT CONCRETE

The purpose of this Supplemental Specification:

- *Revise NETTCP QA Technologist requirements (3.1.6.2.1.2 A, 11/07/18)*
 - *Amend the delivery temperature for Cast-in-Place concrete to match the Precast specifications (3.8.1.1, 04/02/18)*

Amend 3.1.6.2.1.2 a to read:

- a) **Plan Administrator** shall meet one of the following qualifications:
- 1) Professional Engineer licensed in the State of NH with one year of highway experience acceptable to the Department and proof of past certification as a NETTCP QA Technologist.
 - 2) Engineer-In-Training with two years of highway experience acceptable to the Department and hold current certification as a NETTCP QA Technologist.
 - 3) An individual with three years highway experience acceptable to the Department and with a Bachelor of Science Degree in Civil Engineering or an Associate's Degree in Civil Technology or Construction and hold current certification as a NETTCP QA Technologist.

Amend 3.8.1.1 to read:

3.8.1.1 The temperature of the concrete shall not exceed 90° F when placed in the forms. This may require the addition of ice to mixing water, sprinkling the forms and reinforcing steel, scheduling the concrete placements for early morning or evening hours, or any other approved methods.

**NEWINGTON-DOVER
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June 10, 2025

SPECIAL PROVISION**AMENDMENT TO SECTION 544 -- REINFORCING STEEL****Item 544.3 - Reinforcing Steel (Contractor Detailed)****Item 544.31 - Reinforcing Steel, Epoxy Coated (Contractor Detailed)**

This special provision requires that the Contractor prepare the shop plans for the fabrication and field layout of the reinforcing steel. The plans shall include quantities and the bending schedule. The cost of preparing reinforcing steel shop plans and bar schedules shall be included.

Amend 3.1 Bar list to read:

3.1 Shop Plans and Bar Schedule.

3.1.1 The Contractor shall prepare the reinforcing steel shop plans from the typical design details shown on the Contract Plans. For the fabrication and field layout of the reinforcing steel, the shop plans shall be complete in detail including bar marks, bar location and spacing, splice length, and splice locations. The shop plans shall have a bar list, bending diagrams, bar weight by size, and bar quantity grand total.

3.1.2 The shop plans shall be prepared on Department-standard full-size sheets (22 inches by 34 inches). The sheets may be vellum or archival-quality mylar material. The shop plans shall be properly titled as to project location and bridge components (as Abutment A, Pier, Deck, etc.) similar to the Contract Drawing title box.

3.1.3 The shop plans and bar schedule shall be submitted to the Engineer in accordance with 105.02. The Contractor shall allow sufficient time for review. No payment shall be made for any delay caused by the shop plan review process due to ordering, preparation, review, revisions or shop plan errors.

3.1.4 The Contractor shall attempt to maximize reinforcing bar lengths by minimizing the number of splices.

3.1.5 Original tracings of corrected shop drawings shall be delivered to the Department before final payment will be made.

3.1.6 The reinforcing steel quantities as shown on the Contract Plans may vary approximately 10% plus or minus from the required quantity.

12/09/11

SSD: 08/03/11

Page 2 of 2

Add to Method of Measurement:

4.1.1 Reinforcing Steel (Contractor Detailed); Reinforcing Steel, Epoxy Coated (Contractor Detailed); and Reinforcing Steel, Epoxy Coated Mechanical Connectors (Contractor Detailed) will be measured by the pound of reinforcing steel placed as shown on the plans or ordered.

4.1.1.1 When the prestressed concrete deck panel option is exercised, bottom mat reinforcing steel displaced by the prestressed deck panel will be measured by the pound as calculated by the Contractor and approved by the Engineer.

Add to Basis of Payment:

5.1.2 The accepted quantity of Reinforcing Steel (Contractor Detailed); Reinforcing Steel, Epoxy Coated (Contractor Detailed); and Reinforcing Steel, Epoxy Coated Mechanical Connectors (Contractor Detailed) will be paid for at the Contract unit price per pound complete in place.

5.1.2.1 When the prestressed concrete deck panel option is exercised, payment will be made for the weight of bottom mat reinforcing steel that is displaced by the prestressed concrete deck panels multiplied by the unit bid price per pound for the reinforcing steel. The weight of displaced steel in pounds shall be calculated by the Contractor and submitted to the Engineer for approval.

Add to pay items and units:

544.3	Reinforcing Steel (Contractor Detailed)	Pound
544.31	Reinforcing Steel, Epoxy Coated (Contractor Detailed)	Pound

**NEWINGTON-DOVER
11238S**

November 16, 2023

SPECIAL PROVISION**SECTION 564 -- BRIDGE LIGHTING SYSTEM****Item 564.4 – Bridge Navigation Lights****Description**

1.1 This work shall consist of furnishing and installing bridge navigation lights including conduit, expansion fittings, clamps, hangers, anchors, pull wires, pull boxes, junction boxes, wiring, navigation light assemblies, lamps, mountings, swivels, bridge connection hardware, and other appurtenances as shown on the plans or as ordered to provide a working system of bridge navigation lighting for temporary and permanent conditions.

Materials

2.1 All materials shall be as indicated on the plans or as specified herein. No substitution of material or equipment for that called for on the plans or in the specifications shall be made without approval of the Engineer.

2.1.1 Fiberglass conduit shall be capable of spanning 12 feet unsupported with less than a half-inch of deflection over a ten-year period.

2.2 Wiring type and gage to be as shown on the plans.

2.3 Navigation Lights

2.3.1 Navigation lights shall be furnished and installed at locations shown on the plans or as ordered.

2.3.2 Navigation lights shall be as manufactured by: Automatic Power, Inc. (985-223-8700); B&B Roadway, LLC (888-560-2060); Bridge Roadway Products (630-613-3190), or approved equivalent that meets all specifications defined herein.

2.3.3 Navigation lights shall be designed for use as marine signal lighting for marking channel margin, channel center, and piers for fixed bridge spans and shall meet or exceed all US Coast Guard requirements.

2.3.4 Housing shall be cast aluminum suitable for a marine environment with fitted gaskets that provide a weather-tight assembly for heavy-duty, long-life service. Design shall provide ready access for lamp service.

2.3.5 Lens shall be tempered Fresnel glass. Lens section shall be 180° red for channel margins and 360° green for center channel. Outside lens diameter shall be approximately 8 inches and the inner diameter approximately 7 inches.

2.3.6 Lamp shall be 120V medium base LED with a rated life of 100,000 hours, and be shock and vibration resistant. Lamp color shall match the lens for maximum light transmission. Light output shall meet or exceed all US Coast Guard requirements. Medium base receptacles shall be rated for 250V, 660W and shall be porcelain with a nickel-plated brass shell to resist lamp freezing.

2.3.7 Navigation lights mounted to the bridge superstructure shall include a swivel and a retrieval chain to bring the fixture head to the bridge deck for lamp service. Swivel design shall provide for all wiring to be completely contained inside the assembly; exposed wiring will not be allowed. Gaskets and O-rings shall be used to provide a weather-tight assembly. Swivel shall be of heavy-duty construction, cast of the same material as the fixture head. Spindle shall be stainless steel.

2.3.7.1 Lamp fixture head shall be suspended from the swivel with 1½" (minimum), schedule 40 galvanized steel pipe or as specified by the manufacturer.

2.3.7.2 An automatic latch system shall hold the light assembly in normal operating and service positions.

2.3.7.3 Retrieval chain shall be a #25 sash-type stainless steel chain.

2.3.8 Navigation lights mounted to bridge piers shall have base plates cast of the same material as the housing and attached to the mounting surface with stainless steel bolts as shown on the plans. Lamp fixture head shall be mounted on a 1½" (minimum), schedule 40 galvanized steel pipe or as specified by the manufacturer.

Construction Requirements

3.1 The Contractor shall comply with all laws and municipal ordinances and the National Electrical Code with such supplementary rulings as are applicable to the contract.

3.2 The Contractor shall apply for and pay for all permits required, and before ordering material shall submit plans of the proposed electrical system (including details of bridge attachments) for approval.

3.3 The Contractor shall consult and cooperate with the utility company that will furnish the power in order to meet all the necessary requirements of the power system and service.

3.4 All existing bridge navigation lights shall remain visible and operational at all times. If necessary temporary navigation lights shall be installed on existing and proposed structures until permanent lights are installed and operational.

Method of Measurement

4.1 Bridge navigation lights will be measured as a unit. A unit will include all navigation lights as shown on the plans or ordered.

Basis of Payment

5.1 The accepted quantity of bridge navigation lights will be paid for at the contract lump sum price complete in place.

5.1.1 Temporary bridge navigation lights, as required or ordered, will be subsidiary.

Pay item and unit:

564.4	Bridge Navigation Lights	Unit
-------	--------------------------	------

09/08/23

SSD: 8/13/2012, 01/10/16, 04/24/17, 11/5/2020, 12/16/22

Page 1 of 1

**NEWINGTON-DOVER
11238S**

June 11, 2025

SPECIAL PROVISION

AMENDMENT TO SECTION 606 -- GUARDRAIL

Item 606.41741 – Portable Concrete Barrier for Traffic Control - Bridge

This special provision provides for bridge portable concrete barrier for traffic control and neither amends nor modifies the provision of this section except as noted below.

Add to 3.7:

3.7.5 Portable Concrete Barrier for Traffic Control – Bridge. Either of the following barriers are considered acceptable by the Department.

3.7.5.1 Portable Concrete Barrier - Braced. The braced portable concrete barrier shall consist of 20-foot-long sections and shall be braced and pinned as detailed on the contract plans or as otherwise approved.

3.7.5.2 Texas Restrained Barrier (X-Bolt). The X-Bolt portable concrete barrier shall consist of 10-foot-long sections and shall be connected as detailed on the contract plans or as otherwise approved.

3.7.5.3 Refer to NHDOT Bridge Design’s website (www.dot.nh.gov/about-nh-dot/divisions-bureaus-districts/bridge-design/bridge-detail-sheets) for the fabrication plans of the Braced and Texas Restrained Barrier (TRB) and their corresponding transition pieces to the Highway Design portable concrete barrier (GR-23 or GR-24, GR-25).

Amend to 4.4.2 to read:

4.4.2 Portable concrete barrier for traffic control of the type specified will not be measured for payment.

Amend 5.3 to read:

5.3 Portable concrete barrier for traffic control of the type specified will subsidiary to Item 500.02 - Access for Bridge Structure.

Add to 5.3

5.3.6 No separate payment will be made for the required bracing, pinning, or connections of the portable concrete barrier for traffic control. All structural steel, steel rods and hardware will be subsidiary.

**NEWINGTON - DOVER
11238S**

May 9, 2023

SPECIAL PROVISION

AMENDMENT TO SECTION 607 -- FENCES

Item 607.5340 – Wood Fence (Split Rail) 4’-0” High

This special provision provides for split rail wood fence and neither amends nor modifies the provisions of this section except as noted below.

Add to Materials:

2.7 Split Rail Wood Fence.

2.7.1 Wood species for posts and rails shall be western red cedar. Sizes and dimensions shall be as shown on the plans.

2.7.2 The bottom 32-inches of the posts shall be treated with a wood preservative approved for in-ground conditions.

Add to Construction Requirements:

3.8 Split Rail Wood Fence.

3.8.1 Installation of fence and posts shall be as shown on the plans.

3.8.2 Gate, corner, and end posts shall be set in 12-inch (min.) diameter concrete footings extending at least 30-inches into undisturbed natural ground or properly compacted fill.

Add to Pay items and units:

607.5340	Wood Fence (Split Rail) 4’-0” High	Linear Foot
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06/04/25

SSD: 05/17/17, 12/17/18

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NEWINGTON-DOVER
11238S

June 10, 2025

SPECIAL PROVISION

AMENDMENT TO SECTION 615 – TRAFFIC SIGNS

Sign Material and Post Requirements

*This special provision, in addition to other issues, removes demountable copy, emphasizes that **digital printing will be allowed**, updates reference documents, updates the concrete class for bases, and removes the final pay designation for signs. For further information with respect to overhead sign structures, see the additional special provision to Section 615.*

Amend 1.2.1 to read:

1.2.1 Traffic Signs Type A and Type AA shall be extruded aluminum plank traffic signs with retroreflective background sheeting and retroreflective copy (words, logos, pictographs, symbols, arrows) and border. The post for Type A signs shall be steel W beam or aluminum tube, with hardware, as shown on the Plans.

Amend 2.5.1.1 to read:

2.5.1.1 Blank.

Add 2.5.3.1 to read:

2.5.3.1 Steel “U” posts with breakaway support systems may be used. See Section 2.8.1.

Amend 2.8.1 (including the addition of 2.8.1.1) to read:

2.8.1 All sign supports and breakaway support systems shall conform to the AASHTO “Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals” and shall conform to the testing and evaluation criteria of NCHRP Report 350. Devices not conforming to the criteria shall be replaced with conforming devices at no expense to the Department.

2.8.1.1 The Contractor shall provide a Certificate of Compliance for each sign support and breakaway support system being supplied, stating it meets the testing and evaluation criteria of NCHRP Report 350 and has been approved by FHWA for use in weak and strong soils. A copy of the FHWA Eligibility Letter for breakaway sign supports shall be submitted with the sign shop drawings.

Amend 2.8.2 to read:

2.8.2 Concrete for bases shall be Class A and shall conform to Section 520. Reinforcing steel shall conform to Section 544.

Amend 2.9, 2.9.1.1, and 2.9.1.3 to read:

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

2.9.1.1 The design, size, arrangement, color, and spacing of copy and borders shall be in accordance with the current NHDOT Standard Plans for Road Construction, the adopted MUTCD, and the FHWA “Standard Highway Signs”.

2.9.1.3 Demountable copy and border will not be accepted.

Add 2.9.1.4 and 2.9.1.5 to read:

2.9.1.4 All sign sheeting, copy, and border materials shall be fabricated from components of compatible systems warrantied by the same manufacturer in accordance with the Qualified Products List Product Qualification Criteria/Acceptance Criteria.

2.9.1.5 **Digitally printed copy and border will be accepted per subsection 2.11.**

Amend 2.9.2.1 and 2.9.2.2 to read:

2.9.2.1 The copy and borders shall be constructed using sheeting conforming to 718 - Retroreflective Sheeting. Interstate and Turnpike route shields shall not be silk screened.

2.9.2.2 Blank.

Amend 2.9.3.1 to read:

2.9.3.1 The copy and borders shall be constructed using sheeting conforming to 718 - Retroreflective Sheeting. Interstate and Turnpike route shields shall not be silk screened.

Amend 2.9.4.1 to read:

2.9.4.1 The copy and borders shall be constructed using sheeting conforming to 718 - Retroreflective Sheeting. Acceptable methods of construction include cut-out, overlay film, digitally printed, or silk screening. Interstate and Turnpike route shields shall not be silk screened.

Amend 2.10.1.1 to read:

2.10.1.1 All background sheeting shall conform to Section 718 - Retroreflective Sheeting. Overlay film shall be a product listed on the Qualified Products List.

Add 2.10.1.3 to read:

2.10.1.3 Digitally printed background will be accepted per subsection 2.11.

Add 2.11 to read:

2.11 Digital Printing of Background, Copy and Borders.

2.11.1 At the Contractor's option, digital printing methods may be used to produce the sign background, copy, and borders on retroreflective sheeting.

2.11.2 Retroreflective sheeting shall conform to Section 718 - Retroreflective Sheeting (including the Section 718 Special Provision, included elsewhere in the Proposal) and be selected from the Qualified Products List or shall be the manufacturer's equivalent digital-print capable material to a material on the Qualified Products List. Signs shall be fabricated from components of compatible systems warranted by the same sheeting manufacturer in accordance with the Qualified Products List Product Qualification Criteria/Acceptance Criteria.

2.11.3 If digital printing is proposed, submit, in accordance with 105.02, documentation regarding materials to be employed including printer, inks, sheeting, protective overlay, and proof of certification of the sign fabricator by the sheeting manufacturer to perform digital printing including annual recertification/training/renewal.

2.11.4 Transparent and opaque durable inks used in digitally printed sign copy and borders shall be as required by the sheeting manufacturer. Digitally printed traffic colors shall be properly applied and shall have a warranty life of the base retroreflective sign sheeting. Digitally printed signs shall present smooth, flat surfaces, free from foreign material, and all copy and borders shall be clear and sharp. Digitally printed signs shall meet 70% of the initial retroreflectivity specification of each respective reflective film color, as required by ASTM D 4956. Digitally printed signs shall meet the daytime color and luminance, and nighttime color requirements of ASTM D 4956. Printed traffic colors shall meet the accelerated weathering and colorfastness requirements of ASTM D 4956. Digitally printed black shall remain sufficiently opaque for its intended use for the warranty period of the base sheeting. No variations in color or overlapping of colors will be permitted. Fluorescent colors shall not be applied using digital printing methods.

2.11.5 Digitally printed traffic signs shall have an integrated engineered match component clear UV protective overlay recommended by the sheeting manufacturer applied to the entire face of the sign to provide a smooth surface needed for retroreflectivity and to protect the sign from fading and UV degradation.

2.11.6 All digitally printed traffic signs shall utilize an integrated engineered match component system for materials and printing process and equipment. The integrated engineered match component system shall consist of retroreflective sheeting, durable ink(s), and clear protective overlay film as specified by the sheeting manufacturer applied to aluminum substrate.

Amend 3.1.3 to read:

3.1.3 Traffic sign details not shown on the plans shall conform to current NHDOT Standard Plans for Road Construction, the adopted MUTCD, and the FHWA “Standard Highway Signs”. Traffic sign supports and framing members shall be in accordance with the AASHTO “Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals”.

Amend 3.2.2 to read:

3.2.2 Preparation of Aluminum Sheets. Prior to the application of the retroreflective sheeting, the aluminum sheet shall be one piece cut to the required size with the corners at the prescribed radii. All aluminum sheets shall have true and smooth edges, and shall be free of burrs or ragged breaks.

Amend 3.2.4 to read:

3.2.4 Unless otherwise indicated on the sign text layout sheet, the Contractor shall submit shop drawings for all signs for approval showing arrangements, spacing, arrow sizes, corner radii, border widths, indent spacing and colors of copy, and manufacturer. The shop drawings shall also list the types of retroreflective sheeting, overlay, and/or non-reflective materials that are to be used for the background, copy, and borders, in accordance with 105.02.

Amend 3.2.5 to read:

3.2.5 Application of Retroreflective Sheeting to Aluminum Plank. The sheeting shall be applied to the face of the extruded aluminum planks by a squeeze roller applicator in accordance with the recommendations of the sheeting manufacturer. The face of the planks shall be completely covered by the retroreflective sheeting. All signs shall contain the date of manufacture and sign size, located in the lower left corner of the front face of the sign (e.g., 3-25 10’x15’). Letters and numbers shall be 2-inch white adhesive pressure copy (or integral to sign copy if digitally printed).

Amend 3.2.6 to read:

3.2.6 Application of Retroreflective Sheeting to Aluminum Sheets. The sheets shall conform to the provisions of 3.2.5, except that the sheeting shall be applied to the aluminum by mechanical roller application in accordance with the recommendations of the sheeting manufacturer. All Type B and C aluminum sheet signs larger than 4’ x 4’ shall contain the date of manufacture and sign size, located in the lower left corner of the front face of the sign (e.g., 3-15 4’x6’). Letters and numbers shall be 1-inch white adhesive pressure copy (or integral to sign copy if digitally printed). All aluminum sheet signs 4’ x 4’ and smaller shall contain the date of manufacture and sign size located in the lower right corner on the back of the sign, applied with permanent marker or paint in a legible size (e.g., 3-15, 3’x3’).

Replace the entire 3.2.7 section with the following:

3.2.7 Application of Sign Copy and Border. Sign copy and border shall be applied in accordance with manufacturer’s recommendations.

Add 3.2.9 to read:

3.2.9 Digital Printing of Background, Copy and Borders.

3.2.9.1 The sign fabricator shall use an integrated engineered match component system digital printer approved by the sheeting manufacturer. Each approved digital printer shall only use the compatible retroreflective sign sheeting manufacturer's engineered match component system products. The sign fabricator shall maintain their digital printer's color calibration according to the sheeting manufacturer's requirements. The fabricator shall be trained by and maintain certification with the sheeting manufacturer to produce digitally printed traffic signs that meet the manufacturer's specifications and qualify for the sheeting manufacturer's warranty.

3.2.9.2 In addition to any required marking of date and size as specified in 3.2.5 or 3.2.6, as applicable, digitally printed signs shall also incorporate a fabrication information tag in sans serif font on the front face of the sign within the bottom right border. Font height shall be nominally 80% of the width of the border but no less than ¼ inch and no greater than 1 inch. The tag information shall be printed with the same digitally printed system as the sign face and shall include the following information: name of Sign Fabricator, date the sign was fabricated (month and year), and the project number "NHDOT Project xxxxx".

Amend 3.3.3 to read:

3.3.3 All sign heights shall be in accordance with the MUTCD or NHDOT Standard Plans for Road Construction.

Delete entire 3.4 section. (See additional Special Provision for Section 615, if necessary.)

Add 3.5.9 to read:

3.5.9 Overhead mounted signs shall be attached to the overhead structure with all new mounting hardware unless otherwise noted on the plans.

Amend 4.2 and 4.3 to read:

4.2 Traffic sign Type A, B, C will be measured by the square foot, including all necessary posts, footings, bases, and mounting hardware.

4.3 Traffic sign Type AA, BB or CC will be measured by the square foot, including all necessary mounting hardware.

Amend 4.5 to read:

4.5 Removing traffic signs Type B or C will be measured by the unit. Removal will include all footings (to a minimum of one foot below finished grade), posts, mounting hardware, and all signs on each post. Removing traffic signs Type BB or CC will be subsidiary unless otherwise noted.

Amend 5.2 and 5.2.1 to read:

5.2 Traffic signs Type A, B, C, AA, BB or CC will be paid for at the Contract unit price per square foot, complete in place.

5.2.1 The accepted quantities of removing traffic sign Type A, AA, B or C or relocating traffic sign Type A, B, C, AA, BB or CC will be paid for at the Contract unit price per each unit.

Delete all final pay items from the Pay Item and Units section.

Add to Pay Items and Units:

615.0101	Traffic Signs Type A	Square Feet
615.01201	Traffic Signs Type A, Breakaway Mounts	Square Feet
615.0201	Traffic Signs Type B	Square Feet
615.02201	Traffic Signs Type B, Breakaway Mounts	Square Feet
615.0301	Traffic Signs Type C	Square Feet
615.03201	Traffic Signs Type C, Breakaway Mounts	Square Feet
615.0401	Traffic Signs Type AA	Square Feet
615.0501	Traffic Signs Type BB	Square Feet
615.0601	Traffic Signs Type CC	Square Feet

SUPPLEMENTAL SPECIFICATION
AMENDMENT TO SECTION 615 – TRAFFIC SIGNS

*The purpose of this Supplemental Specification
is to update cofferdam for sign installation requirements.*

Amend 5.1.5 to read:

5.1.5 Sheeting and shoring for sign structures will be paid for under the appropriate items of Sections 503 and 506 as indicated on the plans.

NEWINGTON-DOVER
11238S

June 10, 2025

SPECIAL PROVISION

AMENDMENT TO SECTION 619 – MAINTENANCE OF TRAFFIC

Orange Construction Signs/Digitally Printed Construction Signs

The purpose of this special provision requires all orange construction signs (operational and permanent construction signs) to use fluorescent orange sheeting and permits the use of digitally printed construction signs.

Replace 2.1.3 as follows:

2.1.3 Retroreflective sheeting for traffic control devices, including permanent and operational construction signing, shall conform to ASTM D 4956, of the Type specified below, in accordance with Section 718.

2.1.3.1 Category I Traffic Control devices (plastic tubular markers, flexible delineators, and plastic drums, etc.) shall have Type IV or higher sheeting.

2.1.3.2 All orange construction signs on rigid substrate shall have fluorescent orange color sheeting in accordance with Section 718. Other construction signs (non-orange in color) shall have Type IV or higher sheeting.

2.1.3.3 Roll-up signs and traffic cones shall have Type VI, S2 reboundable sheeting. Orange roll-up signs shall have fluorescent orange sheeting.

2.1.3.4 Sign text shall consist of letters, digits, and symbols applied by stick-on, silkscreen, or digital printing methods, and shall conform to the dimensions and designs specified in the Contract, NHDOT Construction Sign Standards, MUTCD, or FHWA's Standard Highway Signs. The materials and methods shall be in accordance with standard commercial practices.

2.1.3.5 Sign blanks shall be prepared in accordance with current practice as recommended by the sheeting manufacturer.

11/16/20

SSD: 10/17/97, 12/07/98, 09/20/10, 05/09/18, 01/10/19, 05/13/20

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**NEWINGTON-DOVER
11238S**

April 25, 2025

SPECIAL PROVISION

AMENDMENT TO SECTION 619 -- MAINTENANCE OF TRAFFIC

**Item 619.6_ - Truck-Mounted Impact Attenuator, Test Level _
Item 619.6_1 - Truck-Mounted Impact Attenuator, Test Level _**

Add to Description:

1.1.1 In order to improve the safety of the employees and reduce hazards to the traveling public the Contractor shall furnish and maintain truck-mounted impact attenuators. It is not the intent of this specification to allow the use of truck-mounted impact attenuators in lieu of temporary impact attenuators (Item 606.95X), however, at the Engineers discretion, truck mounted impact attenuators may be used for short term stationary operations, but in no case longer than 72 hours.

Add to Materials:

2.3 The truck-mounted attenuator unit shall be designed to perform as an impact attenuator device meeting the requirements of the Manual for Assessing Safety Hardware 2016 (MASH 2016) for a truck mounted attenuator at a minimum of Test Level 2 [43.5 mph (70 km/h)] or Test Level 3 [62.1 mph (100 km/h)] as specified in the item description. Devices meeting requirements of National Cooperative Highway Research Program (NCHRP) Report 350 or MASH 2009 and manufactured prior to January 1, 2020 will be allowed until December 31, 2030.

2.3.1 The following truck mounted attenuators are examples of the type of attenuator considered acceptable with the capability to meet the requirements specified above.

MASH 2016 Compliant

“SS180 M” truck mounted attenuator as manufactured and distributed by Trinity Industries Inc., 2525 N. Stemmons Freeway, Dallas, Texas 75207, Tel. (888) 323-6374).

“Scorpion II”, truck mounted attenuator, Test Level 3, as manufactured by Traffix Devices, Inc, 160 Avenida La Pata, San Clemente, California 92673, Tel. (949) 361-5663.

“Verdegro Blade”, truck mounted attenuator, Test Level 3, as manufactured by Veregro Group, Munnikenheiweg 59, 4879 NE Etten Leur, the Netherlands, contact Veregro USA LLC, 1700W Irving Park RD Suite 303, Chicago, IL, Tel. (786) 408-5709

NCHRP 350 Compliant

“MPS-350 III” truck mounted attenuator as manufactured and distributed by Trinity Industries Inc., 1170 N State Street, Girard, Ohio 44420, Tel. (800) 321-2755.

“RENCO Ren-Gard 815” truck mounted attenuator, Test Level 2, as manufactured and distributed by Renco Highway Control Products.

2.3.2 Approval of other attenuators as "an equivalent" will be given on the basis of technical and related data submitted to the Engineer. Requests for approval shall be made in sufficient time to allow for the attenuator to be evaluated. NCHRP 350 systems will only be allowed as stated in 2.3.

Add to 3.2:

3.2.9 Prior to the start of work operations that require its use, the Contractor shall have the required number of truck-mounted impact attenuators at the work site. This unit shall be attached to a truck of the type specified and shall follow each operation in a manner recommended by the manufacturer or as ordered.

3.2.9.1 A driver shall be supplied during mobile operations as warranted. The driver need not be in the truck at all times but shall be available to move the unit, as necessary, to insure a safe working area.

3.2.9.2 Sufficient energy absorbing cells or modules to restore the attenuator completely, after impact, shall be available at the project site in order to minimize any delay in construction operations.

3.2.9.3 The attenuator shall be relocated as necessary to provide protection to the traveling public and workers during construction.

3.2.9.4 Any device or device components damaged shall be replaced with new or refurbished parts intended for use as part of the attenuator device.

3.2.9.5 When the attenuator is no longer needed for the project, it shall remain the property of the Contractor and be removed.

Add to Method of Measurement:

4.4 A truck-mounted impact attenuator, of the level specified, will be measured by the number of units ordered and supplied.

4.5 A truck-mounted impact attenuator, of the level specified (unit/week), will be measured as a unit/week. A week shall consist of seven consecutive days beginning when the item is first used on the project. The number of units required each week will be specified in the Traffic Control Plan or as approved.

Add to Basis of Payment:

5.8 The accepted quantity of truck-mounted impact attenuators, of the level specified, will be paid for at the contract unit price per each complete.

5.9 The accepted quantity of truck-mounted impact attenuator, of the level specified (unit/week), will be paid for at the Contract unit price complete. Payment will be made based on the use for each unit, whether used once or multiple times during a week.

5.10 The necessary truck with a driver, as required, shall be furnished subsidiary.

Add to pay items and units:

619.6_	Truck-Mounted Impact Attenuator, Test Level _	Unit
619.6_1	Truck-Mounted Impact Attenuator, Test Level _	Unit/Week

**NEWINGTON-DOVER
11238S**

April 25, 2025

SPECIAL PROVISION

AMENDMENT TO SECTION 645 -- EROSION CONTROL

Item 645.512 - Compost Sock for Perimeter Berm

This special provision provides for compost sock for perimeter berm and neither amends nor modifies the provision of this section except as noted below. The intent of this item is to work in conjunction with or in-lieu of silt fence where entrenched silt fence is not feasible.

Description

1.1 The Contractor shall furnish and install degradable compost socks for perimeter berm at locations shown on the SWPPP/Erosion Control Plans or as ordered. Removal, if necessary, will be subsidiary to the item, and will be conducted as directed by the Engineer. The compost sock for perimeter berm shall be used as such and is not intended for areas which may receive concentrated flows such as channels or restricted outlets.

Materials

2.1 Compost Sock for Perimeter Berm. Sock must be:

- A mesh tube, oval to round in cross section, 12 inches in diameter. Sock must have a minimum durability of one year after installation.
- Composed of a knitted biodegradable or photodegradable material with 1/8 to 3/8 inch openings. Fabric must be clean; evenly woven; free of encrusted concrete or other contaminated materials; and free from cuts, tears, broken or missing yarns and thin, open, or weak places.

2.2 Compost Media.

- Compost may be derived from green material consisting of chipped, shredded, or ground vegetation; or clean recycled wood products.
- Compost must not be derived from mixed municipal solid waste and be reasonably free of visible contaminants. Compost must not contain paint, petroleum products, pesticides or any other chemical residues harmful to animal life or plant growth. Compost must not possess objectionable odors.

2.3 Chemical, Physical and Biological Parameters.

- Compost products specified for use in this application must meet the criteria specified in Table 1, below.
- Only compost products that meet all applicable state and federal regulations pertaining to its production and distribution may be used in this application. Approved compost products must meet related state and federal chemical contaminant (e.g., heavy metals, pesticides, etc.) and pathogen limits pertaining to the feedstocks (source materials) in which it is derived.

Table 1 – Compost Media Parameters

Parameters	Reported as (units of measure)	Characteristics
pH	pH units	5.0 - 8.5
Soluble Salt Concentration (electrical conductivity)	dS/m (mmhos/cm)	Maximum 5
Moisture Content	%, wet weight basis	30 – 60
Organic Matter Content	%, dry weight basis	25 – 65
Particle Size	% passing a selected mesh size, dry weight basis	3" (75mm), 100% passing 1" (25mm), 90% to 100% passing 3/4" (19mm), 70% to 100% passing 1/4" (6.4mm), 30% to 75% passing Maximum: particle size length of 6" (152mm) (no more than 60% passing 1/4" (6.4mm) in high rainfall/flow rate situations)
Stability Carbon Dioxide Evolution Rate	Mg CO ₂ -C per g OM per day	< 8
Physical Contaminants (man-made inerts)	%, dry weight basis	< 1

Note: The composition of this media is similar to the vegetated filter berm media from AASHTO R 51. Very coarse (woody) composts that contain less than 30% of fine particles (1mm in size) shall be avoided, as optimum reductions in total suspended solids (TSS) is desired and berms may be seeded.

Construction Requirements

3.1 Site Preparation. To ensure optimum performance, cut down or remove heavy vegetation, and level uneven surfaces to ensure that the filter sock uniformly contacts the ground surface.

3.2 Installation.

- Prior to installation, clear the area of obstructions including rocks, clods, and debris greater than one inch
- Fill socks uniformly with compost to the desired length such that the logs do not deform. Secure ends.
- When more than one compost sock is required to achieve desired length, join socks longitudinally with a 1 foot 6 inch overlap.
- Compost sock may be installed using installation method Type 1, Type 2, or a combination:
 - Installation method Type 1:
 - Place directly on the ground with good contact with the finish grade.
 - Secure with wood stakes every 4 feet along the length of the compost sock.
 - Secure the ends of the compost sock by placing a stake 6 inches from the end of the compost sock.
 - Drive the stakes into the soil so that the top of the stake is less than 2 inches above the top of the compost sock.

- Installation method Type 2:
 - Place directly on the ground with good contact with the finish grade.
 - Secure with rope and notched wood stakes.
 - Drive stakes into the soil until the notch is even with the top of the compost sock.
 - Lace the rope between stakes and over the compost sock. Knot the rope at each stake.
 - Tighten the compost sock to the surface of the slope by driving the stakes further into the soil.
- Install compost sock approximately parallel to the slope contour or as otherwise specified in the SWPPP or ordered by the Engineer.

3.3 Maintenance.

- Inspect compost socks regularly, and after each rainfall event, to ensure that they are intact and functioning correctly. Remove sediment that builds up behind the sock before it interferes with the functionality of the sock. Deposit the removed sediment within the project limits so that the sediment is not subject to erosion by wind or by water.
- Repair or replace split, torn, or unraveling socks. Replace broken or split stakes. Sagging or slumping compost socks must be repaired with additional stakes or replaced. Correct locations where rills and other evidence of concentrated runoff have occurred beneath the socks. Compost socks must be repaired or replaced within 24 hours of identifying the deficiency.
- Remove sock mesh tubes when directed by the Engineer. Cut mesh and empty sock contents in place and rake to distribute evenly.

Method of Measurement

4.1 Compost sock for perimeter berm will be paid for by the linear foot (linear meter) to the nearest 1 foot (one-half meter). Measurement will be along the top of each continuous run complete in place.

Basis of Payment

5.1 The accepted quantity of compost sock for perimeter berm will be paid for at the contract unit price per linear foot (linear meter) installed. No additional payment will be made for overlaps, splices or the anchoring of the system.

Pay items and units:

645.512	Compost Sock for Perimeter Berm	Linear Foot
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**NEWINGTON-DOVER
11238S**

April 25, 2025

SPECIAL PROVISION

AMENDMENT TO SECTION 645 – EROSION CONTROL

Item 645.71 – Water Quality Monitoring, Inspection and Reporting

This special provision provides for the use of consultants to assist the Department in water quality sampling, monitoring, inspection, and reporting needs associated with the use of various construction related permits, requirements, and regulations.

Add to 1.2:

1.2.4 This work shall consist of Water Quality Monitoring, Inspection and Reporting, which includes site specific monitoring, inspection, and reporting requirements for the following plans (collectively referred to herein as the “Plans”):

- Stormwater Pollution Prevention Plan (SWPPP)(Item 645.7)
- Stream Diversion Plan (Item 645.73)
- Erosion Control Plan (Item 645.74)
- Cold Weather Site Stabilization Plan (Item 645.75)
- Flocculent Assisted Sedimentation Plan (Item 645.853)
- Construction Related Turbidity Mixing Zone Plan (Department-supplied plan).

1.2.4.1 Plans are project specific, not all Plans are necessary for every project. See Proposal for the Plans associated with this Proposal.

1.2.4.2 Monitoring, inspection, and reporting criteria for each Plan(s) will be found in the specific Plan as noted in 1.2.4.

Replace 3.2.1.2 with the following:

3.2.1.2 The Monitor of the Plans shall be a “Qualified Person,” as defined on the most recent Construction General Permit (CGP) (2022, page A-9) issued by the Environmental Protection Agency, with knowledge of methods of construction and demonstrated field knowledge of erosion control measures, their design, effectiveness, and maintenance requirements. More specifically, a “Qualified Person” must, at a minimum, hold a current valid construction inspection certification or license from any program listed below. The “Qualified Person” hereinafter will be called the “Monitor”.

NHDOT Acceptable Training Provider and Specific Training Certification Programs

Sanctioning Body	Program
EPA	Construction Inspection Training Course
Alaska Certified Erosion & Sediment Control Lead	Alaska Certified Erosion & Sediment Control Lead (AK-CESCL) Training Program
CISEC Inc.	Certified Inspector of Sediment and Erosion Control (CISEC)
Envirocert	Certified Erosion, Sediment, & Storm Water Inspector (CESSWI)
Florida Department of Environmental Protection	Florida Stormwater, Erosion, and Sedimentation Control Inspector (FSESCI) Program
Kansas State University Polytechnic	Construction Stormwater Training
National Stormwater Center	Certified Stormwater Inspector Construction (CSI-Construction)
StormwaterONE	Qualified Compliance Inspector of Stormwater (QCIS)
StormwaterONE	Qualified Preparer of Stormwater Pollution Prevention Plans (QPSWPPP) (also includes QCIS)
University of Minnesota	Erosion and Stormwater Management Certification Program Construction Site Management Certification and Recertification

3.2.1.2.1 Other non-EPA courses may cover the minimum topics required by the CGP provided they cover the topics listed in Part 6.3.b of the CGP (2022).

3.2.1.2.2 If certification is from a course is not included above, submit documentation for Department approval.

3.2.1.2.3 The Contractor shall submit the name and qualifications of the person or firm proposed to monitor the plan(s) to the Engineer for documentation.

3.2.1.2.4 Monitoring, inspection, and reporting for the Plans shall be as described in each Plan, as well as the timely submission of all required reporting documents to the Department.

3.2.1.2.5 The Monitor shall be available for on-site consultations with the Engineer within 24 hours of request.

Replace 4.7 with the following:

4.7 Water Quality Monitoring, Inspection and Reporting for the Plans will be measured to the nearest 1/2 of an hour, for the actual number of authorized hours spent monitoring and inspecting the construction site(s) and off-site areas (as described in 3.2.2.3 of Section 645), and on-site summary monitoring report preparation and distribution. The minimum field time measurement will be 2.0 hours.

4.7.1 Travel time, other time not spent at the construction site(s) (or off-site areas as described above), and time not authorized will not be measured, except that, with prior authorization, up to 1 hour (per Report) will be measured for off-site consultation, information review and final recommendation, preparation, and distribution of the accepted final Monitoring Report(s).

Replace 5.7 with the following:

5.7 The accepted quantities of Water Quality Monitoring Inspection and Reporting for the various Plans will be paid for at the contract unit price per hour.

5.7.1 Travel time and other time not spent at the construction site(s) (or off-site areas as described above) and support services (i.e., travel expenses, clerical staff, copying, miscellaneous expenses, and overhead), except as stated in 4.1.1, will be subsidiary to this Item.

Pay item and unit:

645.71	Water Quality Monitoring, Inspection and Reporting	Hour
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SUPPLEMENTAL SPECIFICATION

AMENDMENT TO SECTION 645 – EROSION CONTROL

The purpose of this Supplemental Specification is to:

- *Update erosion control requirements.*
- *Add Erosion Control Plans to list of items to furnish for SWPPP (1.2.1, 11/07/18)*
- *Update construction dates for allowable area of exposed, unstabilized soil (3.1.5, 11/07/18)*

Replace 1.1 with the following:

1.1 Erosion Control Products. This work shall consist of furnishing and placing hay mulch, bark mulch, “Rolled Erosion Control Products” (RECP), Hydraulic Erosion Control Products (HECP) or other material to provide soil stabilization and/or erosion control on slopes or in channels/ditches at locations shown on the plans or where ordered.

1.1.1 Temporary Slope Matting Type A (Not Currently Used)

1.1.2 Temporary Slope Matting Type B (Wildlife Friendly) shall be a biodegradable RECP specified for protection of slopes of 3:1 or flatter. These products shall maintain their functional integrity for a minimum of 3 months and then biodegrade.

1.1.3 Temporary Slope Matting Type C (Not Currently Used)

1.1.4 Temporary Slope Matting Type D (Wildlife Friendly) shall be a biodegradable RECP specified for protection of slopes of 2:1 or flatter. These products shall maintain their functional integrity for a minimum of 12 months and then biodegrade.

1.1.5 Permanent Channel Matting Type A shall be a RECP specified for protection of vegetated channels/ditches with a slope profile of 5% or less. These products are considered to be permanent and shall be non-degradable.

1.1.6 Permanent Channel Matting Type B (Not Currently Used)

1.1.7 Temporary Channel Matting Type A (Wildlife Friendly) shall be an extended term RECP specified for protection of vegetated channels/ditches with a slope profile of 3% or less. These products are considered temporary and shall have a functional longevity of 24 months.

1.1.8 Temporary Channel Matting Type B shall be a long term RECP specified for protection of vegetated channels/ditches with a slope profile of 3% to 5%. These products are considered temporary and shall have a functional longevity of 36 months.

1.1.9 Stabilized Mulch Matrix (SMM) shall be a moderate term HECP, specified for temporary erosion control on slopes of 3:1 or flatter. These products shall have a functional longevity of at least 3 months.

1.1.10 Bonded Fiber Matrix (BFM) shall be an extended term HECP, specified for temporary erosion control on slopes of 2:1 or flatter. These products shall have a functional longevity of at least 6 months.

1.1.11 Fiber Reinforced Matrix (FRM) shall be a long term HECP, specified for temporary erosion control on slopes of 2:1 or flatter. These products shall have a functional longevity of at least 12 months.

Amend 1.2.1 to read:

1.2.1 The Department will furnish the following data to the Contractor:

- Specific reproducible plan sheets and cross-sections of the project, as requested.
- Drainage calculations and plans (drainage area size and characteristics; runoff volume; type, size, and slope of pipes; invert elevations; and outlet velocities), as available.
- Geotechnical Report including soil boring logs, soil types, and test pit data, as available.
- Permits and certifications obtained for the project.
- A list of environmental commitments.
- A copy of the NHDOT's Notice of Intent application.
- A copy of the NHDOT's Acknowledgement letter from EPA.
- Documentation of permit eligibility related to federally listed threatened and endangered species.
- NHDES Wetlands Permit "Plan of Record".
- Erosion Control Plans

Add to 2.1:

2.1.4 Hydraulic Erosion Control Products (HECP) shall be temporary, biodegradable, pre-packaged fibrous mulch products mixed with water and applied as a slurry in conjunction, with, or without Turf Establishment without Mulch (Item 646.2). Hydraulic Erosion Control Products (HECP) selected for use shall be from those listed on the Qualified Products List.

Amend 3.1.5 to read:

3.1.5 For the construction period from October 15th through May 1st the area of exposed, unstabilized soil shall be limited to one acre. The allowable area of exposed soil may be increased provided a winter construction plan shows adequate provisions to control erosion and sediment, provided the additional area of disturbance is necessary to meet the Contractors Critical Path Method schedule (CPM), and the Contractor can demonstrate there are adequate resources available (equipment & manpower) to respond to multiple events simultaneously and is reviewed and approved by the Department.

Add to 3.3:

3.3.6 Hydraulic Erosion Control Products (HECP).

3.3.6.1 The Contractor shall only use personnel or subcontractors trained in the use of the product.

3.3.6.2 Hydraulic Erosion Control Products (HECP) shall be mixed and applied in accordance with the manufacturer's specifications.

3.3.6.3 Apply HECPs to the soil surface from at least two opposing directions, to achieve an even coverage of all exposed soil surfaces. Do not apply either BFM or SMM within 24 hours of a predicted rain event, or under saturated soil conditions. FRM does not require a cure time and is effective immediately; and FRM may be applied immediately before, during, or after a “typical” rainfall event. Avoid installing FRM during high intensity rainfall events.

3.3.6.4 Inspection and Maintenance: Reapplication will be required if the HECP treated soils are disturbed or turbidity or water quality testing shows the need for an additional application within the functional longevity of the product.

Add to 4.1:

4.1.2 Hydraulic Erosion Control Products (HECP) will be measured by the pound based upon the delivery slips and tags furnished to the Engineer, but not to exceed the rate specified or ordered. If reapplication is required due to damage caused by the Contractor’s negligence or inappropriate installation, retreated areas will not be measured for payment.

Amend 5.1 to read:

5.1 The accepted quantities of erosion control work will be paid for at the Contract unit price, complete in place.

Replace the Pay Items with the following:

Pay items and units:

645.11	Mulch	Acre
645.111	Mulch	Square Yard
645.12	Temporary Mulch	Acre
645.15__	Bark Mulch __in. Deep	Square Yard
645.3	Erosion Stone	Ton
645.42	Temporary Slope Matting Type B (Wildlife Friendly)	Square Yard
645.44	Temporary Slope Matting Type D (Wildlife Friendly)	Square Yard
645.45	Permanent Channel Matting Type A	Square Yard
645.471	Temporary Channel Matting Type A (Wildlife Friendly)	Square Yard
645.472	Temporary Channel Matting Type B	Square Yard
645.48	Erosion Control Mix	Cubic Yard
645.51	Hay Bales for Temporary Erosion Control	Each
645.52	Ryegrass for Temporary Erosion Control	Pound
645.531	Silt Fence	Linear Foot
645.532	Silt Fence with Support Fence	Linear Foot
645.611	Bonded Fiber Matrix	Pound
645.612	Fiber Reinforced Matrix	Pound
645.613	Stabilized Mulch Matrix	Pound
645.7	Storm Water Pollution Prevention Plan	Unit
645.71	Monitoring SWPPP and Erosion and Sediment Controls	Hour

**NEWINGTON-DOVER
11238S**

April 13, 2023

SPECIAL PROVISION

SECTION 660 – Buildings

Item 660.47 – Pavilion Building

Description

1.1 This work shall consist of fabricating and erecting the new pavilion building including all timber, hardware, and roofing materials in accordance with this Specification and as shown in the Plans.

1.2 This work shall consist of the removal and proper disposal of the existing pavilion structure, concrete slab, and concrete foundations.

Materials

2.1 Sawn Lumber. Structural lumber and timber shall consist of the species and grade shown in the Plans, graded according to ASTM D 245.

2.1.1 Structural lumber and timber shall conform to the applicable requirements of AASHTO M168.

2.1.2 Member sizes shall be as stated on the plans. Member sizes shall be standard dressed dimensions for sawn lumber as specified by the Southern Pine Inspection Bureau (SPIB) Standard Grading Rules for Southern Pine Lumber, 2021.

2.2 Parallel Strand Lumber (PSL). PSL shall comply with ICC ES ESR-1387. Adhesives for PSL shall be of waterproof type and conform to the requirements of ASTM D2559.

2.2.1 PSL shall be Parallam® Plus PSL manufactured by Weyerhaeuser in a plant listed in the reports referred to above and under the supervision of an approved third-party inspection agency. PSL shall be manufactured from strands of wood fiber in a continuous process with all strands oriented to the length of the member and then fed into a press in the desired lay-up pattern. All members are to be free of finger or scarf joints or mechanical connections in full-length members.

2.2.2 Fabrication tolerances (dry material) shall be:

- | | |
|--|---------|
| 1. Finished Length: | ± 1/4" |
| 2. Depth/Width (≤ 3.5" wide / ≤ 14" deep): | ± 1/8" |
| 3. Depth/Width (> 3.5" wide / > 14" deep): | ± 3/16" |

2.2.3 PSL shall be identified by a stamp indicating the product type and grade and ICC-ES evaluation report number, manufacturer's name, plant number and the independent inspection agency's logo.

2.3 Timber and Lumber Treatment. All treatment of timber and lumber shall be in accordance with AASHTO M133 and applicable AWWA standards.

2.3.1 Preservative materials and minimum net retention rates shall be in accordance with the APWA use category stated in the Plans.

2.3.2 Copper Napthenate (CuN), Sodium Borax (SBX), or any other treatment hazardous to human contact is not permitted.

2.4 Hardware.

2.4.1 All framing hardware shall be as specified in the Plans, or an approved equal. Framing hardware shall be capable of developing the design loads specified in the Plans and shall be installed with the manufacturer's recommended fasteners.

2.4.1.1 All framing hardware shall be galvanized in accordance with ASTM A123 or Type 316L stainless steel.

2.4.1.2 All fasteners for framing hardware shall be galvanized in accordance with ASTM A153 or Tyler 316 stainless. Galvanized fasteners shall be used with galvanized framing hardware and stainless steel fasteners shall be used with stainless steel hardware.

2.4.2 Steel plates and angles shall be ASTM A36 and shall be galvanized in accordance with ASTM A123.

2.4.3 Bolts shall conform to the requirements of ASTM A307 Grade A or ASTM F3125, Grade A325 Type 1 unless otherwise noted. Nuts shall conform to the requirements of A563. Flat washers shall conform to the requirements of ASTM F844 or ASTM A436. Bolts, nuts, and washers shall be galvanized in accordance with ASTM A153.

2.5 Roofing Material. Roofing material shall be as specified in the Plans.

Construction Requirements

3.1 Inspection and Treatment. All requirements of Section 568 – Structural Timber, Subsection 3.1 shall apply.

3.2 Handling and Storage. All requirements of Section 568 – Structural Timber, Subsection 3.2 shall apply.

3.3 Workmanship. All requirements of Section 568 – Structural Timber, Subsection 3.3 shall apply.

3.3.1 Whenever practical, all fabrications (boring, ripping, planing, sanding, trimmings) shall be accomplished prior to preservative treatment. Field cuts, abrasions, and field-drilled holes, for both new and existing timber, shall be field treated in accordance with AWWA Standard M4.

3.4 Connection Details

3.4.1 All connections and fasteners shall be capable of developing the full capacity of the structural members according to the NDS Guidelines and manufactures requirements. All connections or framing not otherwise detailed on the plans shall be designed and detailed by the Contractor.

3.4.2 Splicing of members between supports is not permitted, unless otherwise shown in the Plans.

Method of Measurement

4.1 Pavilion Building will be measured as a unit.

Basis of Payment

5.1 The accepted quantity of Pavilion Building will be paid for at the Contract unit price.

5.2 The concrete piers, footings, slab on grade, and associated earthwork will be paid under the appropriate items as shown in the Plans.

5.3 Removal and proper disposal of the existing pavilion structure, concrete slab, and concrete foundations will be subsidiary to this item.

Pay items and units:

660.47	Pavilion Building	Unit
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**NEWINGTON – DOVER
11238S**

May 7, 2025

SPECIAL PROVISION**SECTION 661 -- MISCELLANEOUS APPOINTMENTS****Item 661.001 – Interpretive Sign**

This Special Provision provides for the fabrication and installation of interpretive signs based on supplied production ready digital format.

Description

1.1 This work shall consist of fabrication and installation of interpretive signs as noted within this Special Provision or as ordered. Location for the signs are as follows:

- Two (2) in Woodman Museum in Dover (location within Woodman Museum based on final determination by the property owner).
- Four (4) in Hilton Park (west) in Dover at locations as shown on the plans or as directed by the Engineer.

Materials

2.1 Signage. Interpretive signage shall be fabricated to fit within the sign frame detailed in Attachment A and in conformance with approved shop drawings.

2.2 Sign Post and Frame.

2.2.1 Steel post fabrication shall be accomplished using the highest standards of workmanship.

2.2.2 Square steel tubing and sleeves for the sign shall be galvanized cold-formed steel meeting the latest requirements of ASTM A500 Grade B. All material, including tubing, that is specified to be galvanized shall be hot-dipped galvanized after fabrication in accordance with ASTM A123 latest requirements.

2.2.3 All fabricated steel items shall be fine sanded throughout to produce a high standard of surface smoothness.

2.3 Finish. The sign post shall be coated with a pretreatment/wash (with zinc phosphate), followed by a duplex application of an epoxy primer, and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). The color shall be black. The posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 1.

Table 1 – Coating Performance Requirements		
<u>Quality Characteristics</u>	<u>ASTM Test Method</u>	<u>Performance Requirements</u>
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 1,500 hours (Scribed per D1654; failure mode is accumulation of 1/8” coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60-inch lb. (Forward impact using 0.625” ball).
Weathering Resistance	D822 D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

2.4 Hardware. All hardware for mounting the sign to the post shall be stainless steel conforming to AISI Type 304 requirements or aluminum matching the requirements for the component which they fasten as outlined in this specification. Hardware shall be finished to match surrounding surface.

2.5 Grout. Grout shall be non-shrinking, non-metallic, and non-staining.

2.6 Concrete footings. Concrete for footings shall be 4,000 psi 28-day concrete, as specified in Section 520.

2.7 Sign Graphics.

2.7.1 All artwork and typesetting for production shall be supplied to the Contractor in production ready digital format upon request. Digital format provided shall be in the Adobe Illustrator file format. The sign graphics will be available and supplied by the Department to the Contractor in the future.

2.7.2 The sign graphics shall be fabricated utilizing either a Gel Coat Laminate (GCL) or High-Pressure Laminate (HPL) process.

2.7.3 The sign graphics shall provide UV resistance, high scratch resistance and graffiti resistant coatings with an opaque diffusion and matte finish and shall have a thickness of 0.125” +/- 0.015”.

2.7.4 The sign graphic panel shall be fabricated to sustain ambient temperature range of -25°F to +150°F.

2.7.5 The entire graphic panel, including exterior overlays, must be bonded under heat and extreme pressure to form a composite panel.

2.7.6 The finished sign graphic panel shall be flat with smoothly textured, edges that are not crazed or cracked and with edge finish that is smooth, clean, and neat.

2.7.7 The sign graphic panel shall be warranted for a minimum of 10 years against fading, delamination, and weather deterioration. The entire sign post and frame assembly shall be warranted for a minimum of 1 year against fading, delamination, weather deterioration and material/fabrication defects. There should be no warranty requirements for an annual application of water sealant, no exclusions for panel used in “extreme temperatures” and no clause that warranties can be denied due to “improper maintenance”.

2.7.8 The graphics must be able to be cleaned with any solvent and not restrict use of products containing lacquer thinner or acetone.

2.7.9 All cutting and finishing to be done using a CNC router.

2.7.10 Graphics must be made using 8-color printing technology and 1,200 dpi as a minimum. Vendor will provide a sample from a supplied file to confirm quality.

2.7.11 The panel shall be entirely made in the U.S.A.

Construction Requirements

3.1 Installation. The Contractor shall fabricate and install interpretive signage in the location noted in 1.1.

3.2 Protection. The Contractor shall protect materials, fabrications, and assemblies with metal coatings from damage during construction using methods approved by fabricator, galvanizer, and coating manufacturer. The Contractor shall be responsible for timing the delivery of signage to minimize on-site storage time prior to installation. All stored materials and items must be protected from weather, careless handling, or vandalism.

3.3 Appearance. All exposed bolts shall match the support structure. Bolts on the sign must match the sign color or be inset flush.

3.4 Finish. All edges of the sign to be ground smooth, and edges shall be painted appropriately to match post color. All surfaces and connections shall be without visible grinding marks, surface differentiation or variation.

Method of Measurement

4.1 Interpretive signs will be measured by the number of each installed.

4.2 Foundations and sidewalks for interpretive signs will be subsidiary to each installed interpretive sign. No separate payment for excavation, Concrete Class A (Item 520.1), or 4” Reinforced Concrete Sidewalk (Item 608.34) will be made.

Basis of Payment

5.1 The accepted quantities of interpretive signs will be paid for at the Contract unit price per each, complete in place.

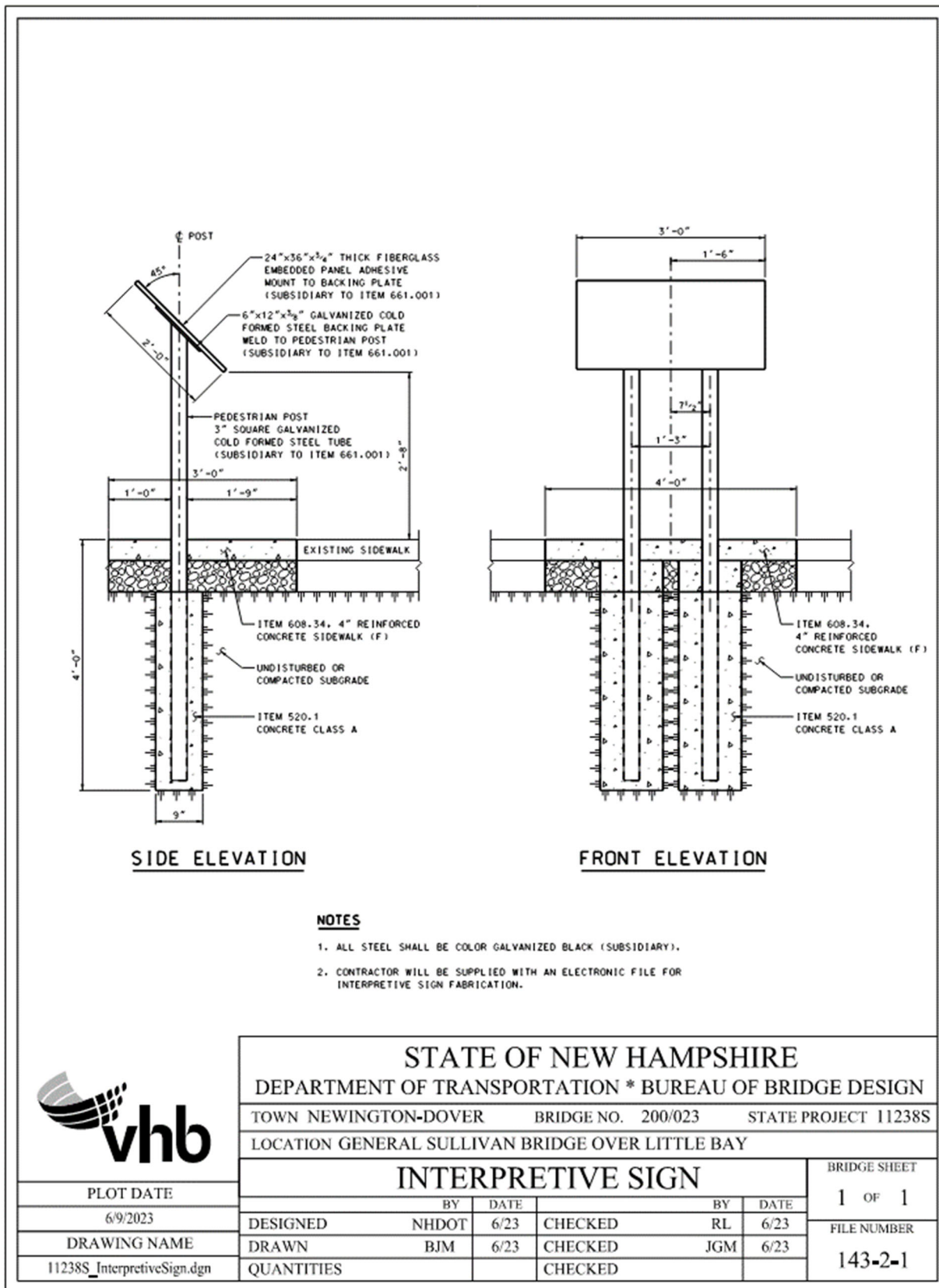
5.2 All plates, tubing, extrusions, hardware, fasteners, neoprene pads and other appurtenances as well as fabrication of the graphic panels required for the interpretive signs will be subsidiary.

5.3 Common excavation, concrete base, concrete footings, expansion joints, saw cut joints, and broom finish required for the interpretive signs will be subsidiary.

Pay Items and Units:

661.001	Interpretive Sign	EA
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ATTACHMENT A



May 20, 2025

SPECIAL PROVISION**SECTION 661 -- MISCELLANEOUS APPOINTMENTS****Item 661.0110X – Existing Bridge Components for Display****Description**

1.1 This work shall consist of transport, cleaning, fabricating, painting, delivering, construction of a concrete base where called for, off-loading, and installing where called for, existing bridge components for display at the locations identified in Attachments A, B and C.

Materials

2.1 Existing bridge components for display shall be as designated in Attachments A, B and C.

2.2 Paint.

2.2.1 All surfaces to be painted shall be painted using an approved 3-coat paint system from the NEPCOAT Qualified Products List B (i.e., organic zinc-rich primer), unless an alternate coating system is recommended in writing by the coating manufacturer and approved.

2.2.2 Coatings containing lead or chromium, other than naturally occurring trace amounts associated with the coating pigments, are not permitted. The percentage of total lead in each coating shall be reported to the Department and shall not exceed 0.01 percent (100 ppm). A written certificate of conformance shall be submitted to the Department for the coatings supplied stating that the paint is “lead-free”.

Construction Requirements

3.1 Existing bridge components for display shall be carefully removed to the limits shown in Attachments A, B and C, and in conformance with 502. The existing paint system is a lead base paint system that the Contractor will need to remove and handle properly. If any components are damaged during removal, they shall be repaired, as directed, at no cost to the Department.

3.1.1 Components shall not be disassembled unless otherwise noted.

3.2 Surface Preparation. All surfaces of steel members shall be thoroughly cleaned of existing paint and rust, by abrasive blasting in accordance with SSPC-SP 10, Near-White Blast Cleaning. Remove all rust scale on any surface and all loose pack rust that has formed between components. Remove tight pack rust to the degree practical. Exercise extreme care to avoid any nicking or gouging of the steel during removal of pack rust.

3.2.1 Qualification. Surface preparation shall be performed at a qualified facility by one of the following means: (1) at a shop certified with the American Institute of Steel Construction (AISC) Complex Coatings Endorsement (CCE), or with the Society for Protective Coatings (SSPC) Quality Procedure 3 Standard Procedure for Evaluating Qualifications of Shop Painting Contractors (QP3); or (2) by a painting contractor meeting the requirements of SSPC Quality Procedure 2 Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint (QP2) for work involving the removal or overcoating of lead-based paint, field painting contractor certification using SSPC-Guide 6 Class 1A containment.

3.2.2 Hazardous waste. The Contractor shall contain, collect, and dispose of lead paint wastes in compliance with all current federal, state and local laws and requirements, and shall be liable for any fines, costs, or remediation costs incurred as a result of a failure to do so. It is the Department's opinion that the dust, chips, and other wastes associated with the removal process are to be considered as a hazardous waste, regardless of what the disposition testing results might otherwise indicate. The successful bidder shall prepare and provide documentation to the Engineer that all hazardous wastes will be disposed of in conformance with all applicable regulations governing the disposal of such materials. Acceptable documentation shall consist of identifying the hazardous waste hauler and the Treatment, Storage, Disposal (TSD) facility to be used, the destruction/disposal methods to be used and the ability of the TSD facility disposition, relative to ongoing site investigation, remediation, litigation, and regulatory compliance status shall be provided to the Engineer by the TSD. Once wastes have been disposed, all waste characterization testing, and hazardous waste manifests shall be provided to the Engineer.

3.2.3 Hazard recognition. The Contractor shall provide the Engineer, prior to the work, with documents that discuss prevention of emissions to the environment, and with containment meeting SSPC-Guide 6, Class 1A. Worker protection against lead exposure hazards and respiratory protection meeting OSHA standards 29 CFR 1926. Presentation of these documents will not assure that the Contractor is in compliance with all applicable labor rules or regulations. Nor will the documents be used in a law or rule enforcement effort. However, they will be used as a general tool by the Department to review the Contractor's diligence in their efforts to protect worker safety and the environment.

3.3 Painting. All surfaces of steel members shall be painted with an approved three-coat system as described in 2.2. Apply all coatings in accordance with the coating manufacturer's instructions.

3.3.1 The final color shall be Light Green matching Federal Standard 595 Color # 24272.

3.4 The contractor shall be responsible for the condition of the paint until the components arrive at the designated display locations. Care shall be exercised in handling coated steel in the shop, during shipping, delivery, off-loading, and installation. Coated steel shall be protected from lifting devices and from the scraping and rubbing of parts that would damage the coating by the use of lifting softeners, padded slings, storage pallets, separators, cushions, tie-downs, and other approved supports.

3.5 The Contractor shall contact and coordinate with the responsible party designated in the *Prosecution of Work* for specific delivery times and locations of the specified components for display.

3.5.1 Components shall be off-loaded, and installed where called for, at the locations for display (661.01101) or storage (661.01102).

3.5.2 Installation brackets, anchors, and other miscellaneous hardware for the display shall be delivered with the components for the Woodman Museum and Hilton Park (west) locations. All steel components used for mounting / securing the component to the foundation and preventing rotation of the element in its final location shall be painted as described in 3.3.

Method of Measurement

4.1 Existing bridge components for display will be measured as a unit. A unit will include all transport, cleaning, fabricating, painting, delivering, off-loading existing bridge components for display, and installation where called for.

4.2 The unit for 661.01101 will include the construction of the foundation for displaying the component at the Woodman Museum and at Hilton Park (west) as shown in Attachments A and B, all needed mounting items, and installation of component on foundation constructed.

Basis of Payment

5.1 The accepted quantity of existing bridge components for display will be paid for at the contract lump sum price complete in place.

5.1.1 The cost for removal of components from the existing structure will be included in Item 502 – Removal of Existing Bridge Structure.

Pay item and unit:

661.01101	Existing Bridge Components for Display	Unit
661.01102	Existing Bridge Components for Display	Unit

Attachment A – Existing Bridge Components for Display (Woodman Museum)

Woodman Museum located at 182 Central Avenue in Dover, NH would like a section of the existing bridge as shown below detailing the uniqueness of a 3-span continuous truss structure best shown at pier 4 or 5. The Contractor can select the specific section of the bridge that best shows this detail. The components should be in good condition. The overall size should be kept under 10' in length, 10' in height, and 4' in depth by allowing attaching components to extend beyond the gusset plate by a foot or so.

These components shall be delivered to the Woodman Museum as noted above and installed for display as specified in the above Special Provision under Item 661.01101.

Pier 5 Bearing and Node

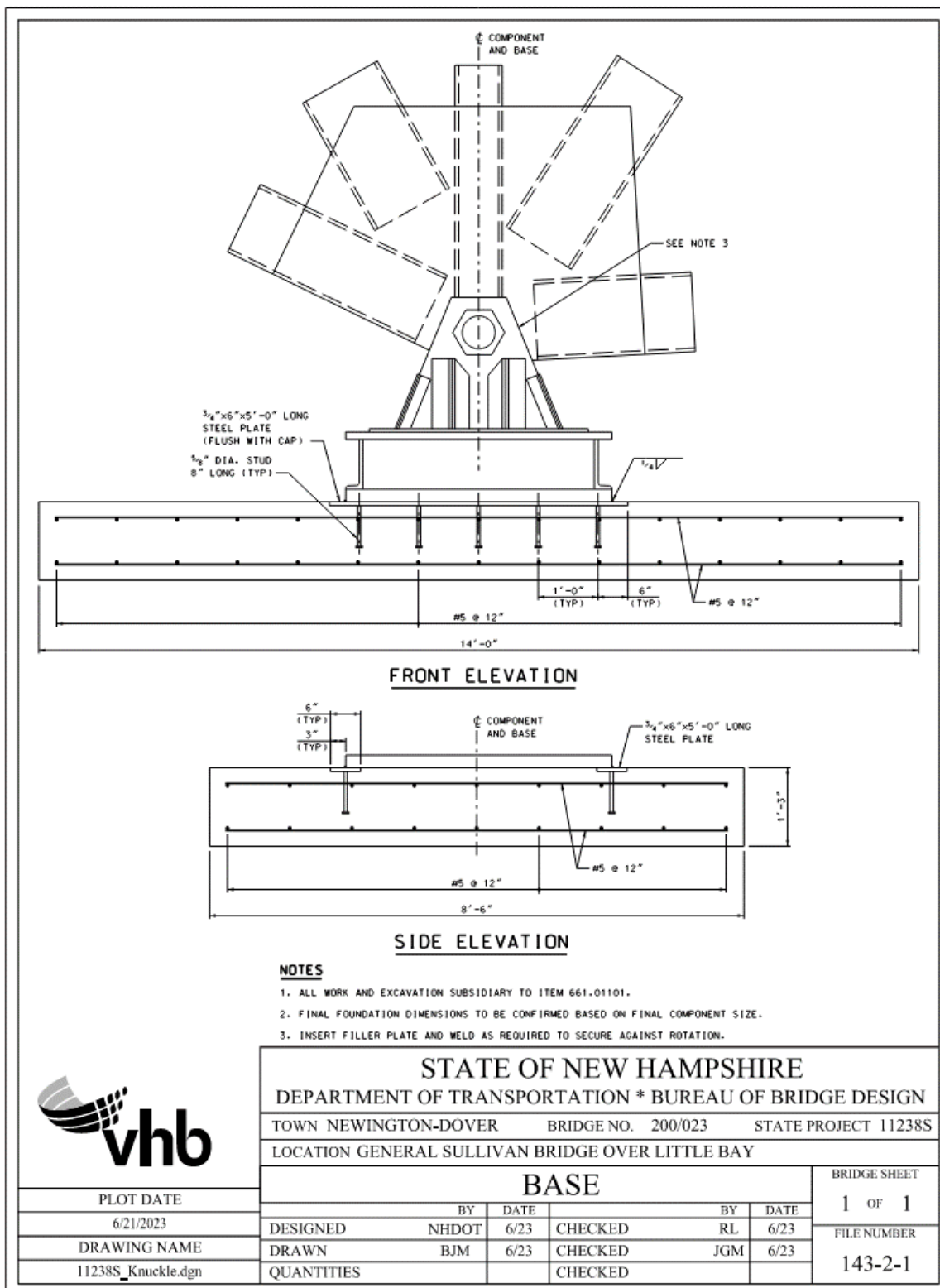


Pier 4 Node Looking Upstream





The foundation and exhibit shall be constructed adjacent to and south of the Woodman building shown here as specified on page 7 of 9 with construction access off Summer Street through a driveway just west of the location.



STATE OF NEW HAMPSHIRE					
DEPARTMENT OF TRANSPORTATION * BUREAU OF BRIDGE DESIGN					
TOWN NEWINGTON-DOVER		BRIDGE NO. 200/023		STATE PROJECT 11238S	
LOCATION GENERAL SULLIVAN BRIDGE OVER LITTLE BAY					
BASE					
				BRIDGE SHEET	
				1 OF 1	
				FILE NUMBER	
				143-2-1	

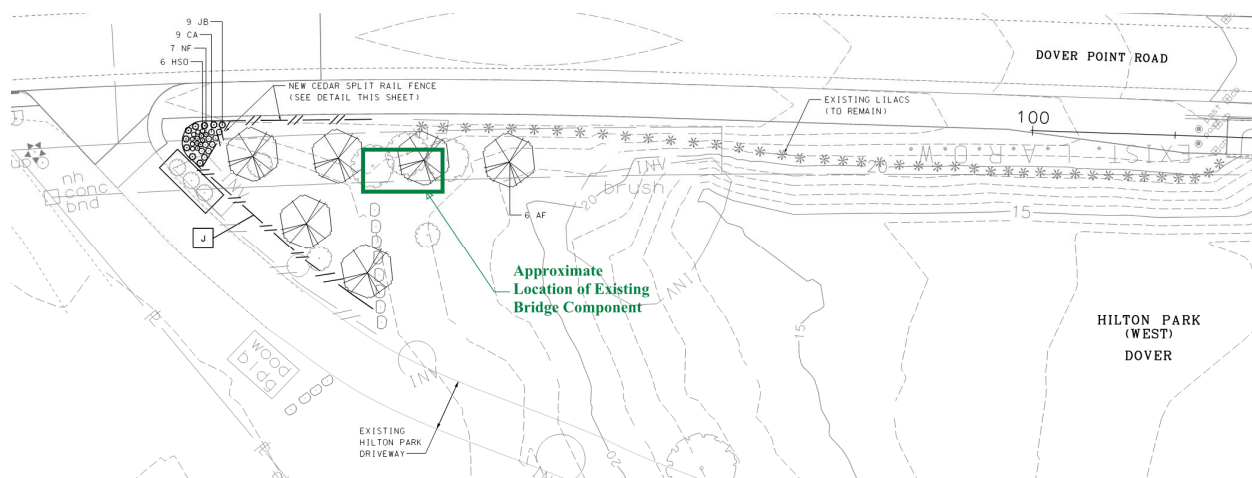
PLOT DATE	6/21/2023
DRAWING NAME	11238S_Knuckle.dgn

BY	DATE	CHECKED	BY	DATE
DESIGNED	NHDOT	6/23	CHECKED	RL
DRAWN	BJM	6/23	CHECKED	JGM
QUANTITIES			CHECKED	

Attachment B – Existing Bridge Components for Display (Hilton Park (west))

City of Dover would like a section of the existing bridge similar to the above detailing the uniqueness of a 3-span continuous truss structure best shown at pier 4 or 5 located within Hilton Park (west). The Contractor can select the next best specific section of the bridge that best shows this detail. The components should be in good condition. The overall size should be kept under 10' in length, 10' in height, and 4' in depth by allowing attaching components to extend beyond the gusset plate by a foot or so.

These components shall be delivered to the Hilton Park (west) as noted above and installed for display after restoration in Hilton Park (west) after the need for construction access is completed and as specified in the above Special Provision under Item 661.01101.



The foundation and exhibit shall be constructed adjacent to and east of the existing Hilton Park driveway shown here as specified on page 7 of 9.

Attachment C – Existing Bridge Components for Display (Newington, Existing Bridge Rail)

Town of Newington would like a 9 foot section of existing bridge rail to include the two bridge rail posts and 9 feet of bridge rail including pickets for an approximate length of 9 feet (no anchorage components are required). The Contractor can select the section of rail and the two post to be supplied, but the items should be in good condition.

These components shall be delivered to the Town Garage, 356 Nimble Hill Road, Newington, NH 03801 for storage and future display by Newington Historical Society as specified in the above Special Provison under Item 661.01102.

Typical Existing Bridge Rail Section



May 14, 2025

SPECIAL PROVISION**SECTION 670 – MISCELLANEOUS INCIDENTALS****Item 670.2812 – Retroreflective Navigational Panel****Description**

1.1 This work shall consist of furnishing and installing a navigational aid consisting of a retroreflective panel, support frame and dock cleats on existing bridge pier as indicated on the Plans.

Materials

2.1 All materials shall be as indicated on the Plans. No substitution of material for that called for on the Plans or in the specifications shall be made without the approval of the Engineer.

Construction Requirements

3.1 The Contractor shall field verify all dimensions of the proposed retroreflective panel and support frame and make all adjustments as necessary to ensure proper fit on the existing bridge pier.

3.2 The Contractor shall submit shop drawings for approval in accordance with 105.02 prior to fabrication of the retroreflective panel and support frame. These drawings shall incorporate all adjustments necessary based on field verification of existing pier geometry and condition.

Method of Measurement

4.1 Retroreflective navigational panel will be measured as a unit. A unit will consist of furnishing and installing the retroreflective panel, support frame and dock cleats as indicated on the Plans including all hardware and field verifications and all adjustments as required to ensure proper fit on the existing bridge pier.

Basis of Payment

5.1 Retroreflective navigational panel will be paid for at the contract lump sum price complete in place.

Pay item and unit:

670.2812	Retroreflective Navigational Panel	Unit
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**NEWINGTON-DOVER
11238S**

April 25, 2025

SPECIAL PROVISION**SECTION 697 -- PROJECT MANAGEMENT PLANS****Item 697.11 - Invasive Species Control and Management Plan**

This section is intended to provide and pay for certain Plans associated with project construction.

Description

1.1 This work shall consist of providing an Invasive Species Control and Management Plan, which includes detailing the specific method(s) of controlling the spread of the identified invasive species, and the continued monitoring and management of invasive plant species found on the site for the duration of the contract.

Construction Requirements

3.1 Develop an Invasive Species Control and Management Plan detailing specific measures to control identified invasive plant species within the project area.

3.1.1 The Invasive Species Control and Management Plan shall include updating, modifying, and revising the Plan as appropriate and/or as directed by the Contract Administrator; monitoring existing invasive plant species for the duration of the project; and taking measures to not encourage the establishment of invasive plant species within the project limits.

3.1.2 The Invasive Species Control Plan shall also consist of but not be limited to the following:

- List of plants that were identified within project limits as shown on the plans.
- Appropriate Best Management Practices that will be utilized to prevent the spread of these plants during construction.
- A proposed schedule that describes the sequence of BMPs relative to construction activities.
- If Type II plants are to be excavated, the extent of excavation needs to be noted.
- A preliminary plan showing approximate locations of any proposed disposal area within the project limits, including areas where plants will be buried or stockpiled.
- If invasive plant material or soil that contains invasive plant material will be transported, the method of transport needs to be described.

- If invasive species are to be transported off-site, when allowed, the method of transport needs to be described as well as the terminus of plant material.
- A general overview should be given of how invasive plants will be managed throughout construction, including but not limited to:
 - monitoring of newly established slopes;
 - proposed methods of eradication of any plants that appear in new areas as a result of construction activities and re-growth;
 - general BMPs such as cleaning of equipment, location of staging areas, and importation of weed-free materials, see Invasive Species Special Attention.

3.2 Invasive Species Control and Management Plan shall be submitted for approval through the Contract Administrator to the Bureau of Environment and be compliant with NHDOT's *Best Management Practices for the Control of Invasive and Noxious Plant Species* manual available on-line at www.dot.nh.gov/projects-plans-and-programs/programs/environmental-management-system/invasive-species and include the continued management of invasive plants during the duration of the project.

3.3 The Contractor shall perform the work necessary to control, remove and dispose of the invasive plant species found on the site as directed and in accordance with Special Provision, Amendment to Section 201 – Clearing and Grubbing, Item 201.881 – Invasive Species Control Type I and/or Item 201.882 – Invasive Species Control Type II.

Method of Measurement

4.1 Invasive Species Control and Management Plan will be measured as a unit.

Basis of Payment

5.1 Invasive Species Control and Management Plan will be paid for at the Contract unit price.

5.1.1 No separate payment will be made for verifying the location of Invasive Species, which shall be considered subsidiary.

Pay item and unit:

697.11	Invasive Species Control and Management Plan	Unit
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**NEWINGTON-DOVER
11238S**

April 25, 2025

SPECIAL PROVISION

SECTION 697 -- PROJECT MANAGEMENT PLANS

Item 697.41 – Critical Path Method (CPM) Electronic Schedule

Description

1.1 This work shall consist of producing a CPM schedule and updates meeting all the requirements of 108.03.A Progress Schedules with the exception of 108.03.A.1.5, which shall be deleted.

Method of Measurement

4.1 This item will be measured as a unit based on a submission schedule as described in 108.03.A.1.4, not exceed one (1) unit, unless authorized by the Engineer.

Basis of Payment

5.1 Partial payments for this item will be made approximately as follows:

- (a) When the Initial CPM Schedule as described in 108.03.A.2.2 is submitted and accepted, the initial payment will be 50% of the amount bid.
- (b) The balance will be paid as a monthly prorated sum based upon the specified Contract duration.
- (c) Failure to submit and updated schedule per 108.03.A.1.4 shall result in the forfeiture of that month’s prorated sum as described in (b).

Pay item and unit:

697.41	Critical Path Method (CPM) Electronic Schedule	Unit
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**NEWINGTON-DOVER
11238S**

June 10, 2025

SPECIAL PROVISION

AMENDMENT TO SECTION 698 – Field Facilities

Item 698.11 – Type A Field Office

This Special Provision provides for all office space, facilities, equipment, and services and neither amends nor modifies the Supplemental Specification except as noted below.

Description

1.1 This section is intended to pay for Contractor provided and maintained field office Type A during the construction of the project. This work shall include providing commercial office space or installing, leveling, maintaining, and removing portable, modular facilities and providing the required equipment and services. The location of the facilities shall be within approximately ¼ mile of the project limits and subject to the approval of the Engineer.

1.2 The Contractor shall, as part of the project:

- (a) Provide and pay for all office space, facilities, equipment, and services necessary for NHDOT to oversee the Work.
- (b) Maintain the Project office space for the period specified or until otherwise agreed to by NHDOT in writing.
- (c) After the Term of the Agreement, provide disposal or removal of all facilities and any site restoration needed for the Project.

1.3 All space requirements are approximate in nature. Facilities that reasonably comply with these requirements will be deemed acceptable.

Materials

2.1 General. Housing for field offices shall be building office space, which meets the following minimum requirements:

2.1.1 Field Office Type A.

- a. Dimensions: Office space, with an interior door and lock, shall be suitable for five (5) NHDOT employees or its representatives for the duration of the design and construction phases of the Project. Each “personal office area” shall be at least 120 square feet.

- b. Closet: In addition, one enclosed lockable space shall be for storage/filing, storage of equipment, and computer/phone/network equipment; minimum size shall be 120 square feet.
- c. Conference Room: One enclosed conference room at least 12 ft. X 30 ft. This conference room shall be dedicated for NHDOT use and not part of a common area shared with the Contractor.
- d. Lavatory: The lavatory shall be built-in, containing toilet facilities and working sink with hot and cold water. Toilet paper, paper towels and hand soap shall be provided as needed.
- e. Electrical: Adequate overhead lighting and two power outlets at each work area. One exterior outlet and light near entrance.
- f. Air Conditioner(s): Central air conditioning or a sufficient number of individual units to maintain a maximum temperature of 78° F (26° C).
- g. Heat: Thermostatically controlled to maintain a minimum temperature of 68° F (20° C).
- h. Parking: The Contractor shall provide a parking area for the intended number of occupants plus visitor spaces. The parking area shall be reasonably level and have an all-weather surface and all-weather access.
- i. Weatherproofing: Roof, sides, and floor shall be maintained weatherproof at all times.
- j. Communication/Data: The Contractor shall provide and install the complete voice/data communications cabling system, which includes but is not limited to the EMT conduit, bridle rings, pill boxes, Category 5e UTP cable, Category 5e “RJ-45” UTP receptacles, Category 3 “RJ-11” UTP receptacles, receptacle boxes, cover plates, and multimode fiber optic cable. All cable shall be routed, terminated, labeled and tested. Voice and data circuits shall be installed in conjunction with NHDOT Bureau of Construction staff in Concord, NH.
 - Contractor shall certify and state supplied components as functional before installation and shall bear all responsibility for replacement of parts at work commencement.
 - Contractor shall prepare test plan and submit before installation, test installed system and supply test results, and will conform to all industry standard testing procedures.
 - Contractor shall terminate all Category 5e UTP cable in 66M150 punch down blocks for voice cabling and shall terminate all Category 5e UTP data cable in data patch panels within the wiring closet.
 - Each drop will contain two data ports with RJ45 connectors and two voice ports with RJ11 connectors.

- Contractor will provide all materials, as needed and required, to complete the installation of the cable plant which shall include all cable, connectors, patch panels, equipment rack(s), patch cables, face plates, punch down blocks, fiber optic cable and other equipment during the Project duration, Contractor shall (at its own expense, except as noted herein) repair it, replace it, and/or otherwise restore it to its original condition within five Business Days after the occurrence of such damage or loss.

2.2 Field Office Equipment. The Contractor shall supply items as specified in the Supplemental Specification for Sections 698.2.2.1, 698.2.2.2, 698.2.2.2.1 and 698.2.4 for a Field Office Type A except as noted below.

2.2.1 The following items will be needed but shall be modified to meet the requirements as shown in 2.2.2 (below):

From 698.2.2.1: Facsimile Machine

From 698.2.2.2: Copier

2.2.2 Additional Equipment Required. Due to the nature and size of this project, the Contractor shall also provide the following equipment for use by the Engineer:

<input checked="" type="checkbox"/>	Desktop Computer	Processor:	Intel Core i5, Dual Core 2.4 GHz or better
		Operating System:	Microsoft Windows 10
		Memory:	8 GB RAM Minimum
		Hard Disk Drive:	500 GB Minimum
Quantity: <u> 1 </u>		Monitor:	24 inches or larger 1920 x 1080 resolution or better
		Video:	Internal web camera 512 MB Video memory or higher
		Audio:	16 Bit Audio with Speaker and Microphone
		Communication:	Wireless (802.11a/b/g/n compliant) 10/100/1000 Ethernet
		Expansion Ports:	Four USB 2.0/3.0
		Internet Access:	Unlimited, 50 Mbps (minimum upload/ download) service (DSL only acceptable if cable unavailable).
		Software:	<ul style="list-style-type: none"> • Microsoft Office 2010, or newer, Professional Version • Bluebeam Revu (current version), or other approved software, that allows user to create, markup, and edit project documents; collaborate work processes with contracting parties; and offers full integration with Microsoft Office Antivirus software w/updated subscription maintained
		Other Equipment:	<ul style="list-style-type: none"> • Keyboard • Optical mouse, wireless or with connecting cable • Surge Protector: 15 Amps, six outlets with circuit breaker control and spike protection • Two (2) flash drives, 64 GB minimum each • Computer workstation unit: Approximately 6 feet long with 5 pedestal chair and static guard mats.

Laptop/Notebook
Computer

Quantity: _____

Processor: Intel Core i5, Dual Core 2.4 GHz or better
 Operating System: Microsoft Windows 7 or better
 Memory: 8 GB RAM Minimum
 Hard Disk Drive: 500 GB Minimum
 CD-ROM: DVD-RW/CD-RW
 Display: 15.4 inches or larger
 1600 x 900 resolution or better
 Video: Internal web camera
 512 MB Video memory or higher
 Audio: 16 Bit Audio with Speaker and Microphone
 Communication: Wireless (802.11 a/b/g/n compliant adapter)
 Expansion Ports: Two USB 2.0/3.0
 Internet Access: Compatible with wireless office network and
 mobile hotspot.

Other Equipment (for each Laptop/Notebook requested):

- Power cord and charger for car and office
- Carrying case
- Optical mouse, wireless
- Ten (10) rewriteable DVD-RW disks with protective covers
- Two (2) flash drives, 8 GB minimum each

Software:

- Microsoft Office 2010, Professional Version
- LapLink Gold, version 12 or higher, product registered via Internet connection
- Bluebeam Revu (current version), or other approved software, that allows user to create, markup, and edit project documents; collaborate work processes with contracting parties; and offers full integration with Microsoft Office Antivirus software w/updated subscription maintained
- Antivirus software w/updated subscription maintained

Tablet Computer

Quantity: _____

Processor: Intel® Core 4020Y (1.5 GHz) or better
 Memory: 4 GB RAM minimum
 Hard drive: 64 GB minimum
 Wireless: Wi-Fi 802.11ac/802.11 a/b/g/n
 Communication Ports: 1 – USB
 Screen size: 10” minimum
 Data: Unlimited Data Plan

Other Equipment:

- Port car or equivalent DC adapter
- Carrying case
- Bluetooth Keyboard

Software Applications:

- “Documents to Go” Premium Key or equivalent application
- ”PDF-Note” or equivalent application that allows user to annotate and save changes on pdfs
- “Drop Box” or equivalent application that allows user to transfer plans, specs, manuals, pictures, etc. to tablet

- “Photo Skitch” or equivalent application that allows the user to annotate photos
- “Citrix Receiver” Application
- “FaceTime” or equivalent application to allow users to communicate in real time with others.
- Antivirus software w/updated subscription maintained.

Monitor

Quantity*: 4

24” Minimum Diagonal View Area

**Note: The Desktop Computer specification requires that a monitor be provided with the desktop when selected. This quantity is in addition to the desktop computer monitor quantity.*

- Color Flat Panel
- Minimum 16:9 aspect ratio with a 1600x900 pixel resolution
- 3ms response time or better
- Adequate graphics card that supports the monitor’s resolution; interfaces properly with the field computers and laptops; and provides high definition video display.
- Compatible connecting cable(s)

Color Printer/Scanner/
Copier

- Laser Jet or Ink Jet
- Network Capable
- Wireless
- Microsoft Windows compatible
- Resolution: 1200 vertical x 1200 horizontal dpi, minimum
- Capable of scan/copy/print 8 ½ x 14 color originals
- Computer disks with software drivers and utilities
- Tray Capacity: 100 sheets, minimum
- Replacement Toner Cartridge(s) as required, with 1 spare on hand at all times
- Speed: 10 sheets per minute, minimum
- Laser Jet or Ink Jet
- Network Capable

High Capacity Color
Copier/Scanner/Printer

- Laser Jet
- Network Capable
- Wireless
- Microsoft Windows compatible
- Resolution: 600dpi color, 1200dpw b&w, minimum
- Capable of scan/copy/print 11 x 17 color originals
- Two dedicated printing trays: (1) 8½ x 11 and (1) 11 x 17
- Tray Capacity: 250 sheets, minimum
- Speed: 30 sheets per minute, minimum
- Duplex printing capable
- Replacement Toner Cartridge(s) as required, with 1 spare on hand at all times

Printer & Copier Paper

Paper with the following minimum specifications:

- 8 ½” x 11” sheets – 1 case to be maintained
- 8 ½” x 14” cut sheets – 2 reams to be maintained
- 11” x 17” cut sheets – 2 ream to be maintained (only required when high capacity color copier/scanner/printer is selected)

Mobile Hotspot
Quantity: 4

5G mobile wifi hotspot. Capable of supporting up to 10 devices. With unlimited data use. The minimum service area shall be Maine, New Hampshire, Vermont, and Massachusetts with a minimum 90% coverage area.

Digital Camera

Quantity:

Digital camera with the following minimum specifications:

- Min. 8.0 Mega Pixels resolution
- Picture file storage media, compatible for uploading picture data to the computer unit and printer (min. 8 GB)
- Supports jpeg file format
- HD Video capability
- USB interface and cable
- 12-volt DC adapter and AC adapter power supply cables
- Rechargeable with backup set of batteries and charger
- Owner's manual
- Carrying case

Video Camera

Quantity: 1

Video Camera with the following minimum specifications:

- New (or used with a recently performed service check verified by an invoice)
- 30 GB internal hard drive
- 34x optical zoom
- Low light capability
- Image stabilization
- USB interface and cable
- Extra battery with charger
- Owner's manual
- Storage case

Office Desks
Quantity: 5

Approximately 60" x 30" with drawers and static guard mats

Desk Chairs
Quantity: 5

Five pedestal base on wheels with adjustable height, arm rests and back support

Conference Table
Quantity: 1

Minimum size 12' x 3'

Conference Chairs
Quantity: 12

Five pedestal base on wheels with adjustable height and back support.

Folding Chairs
Quantity: 10

Standard folding chairs in good condition.

Drafting Table
Quantity: 2

Minimum size 6' x 3'3", with one drafting stool per table (five pedestal base on wheels with adjustable height and back support).

- 2-Drawer File Cabinet In addition to the File Cabinet quantity requirements of 698.2.2.2, provide a 2-drawer file cabinet with the following minimum specifications:
Quantity: _____ Fire resistant, legal size; inside dimension approximately 10 x 15 x 26 in, each, with lock(s) and key(s). The file shall bear an Underwriters Laboratories "C" Label - 350°F (177° C) for one hour, inside surface.
- Internet Access Unlimited-hours Broadband Internet Access - Wireless router
- Telephone Service Landline phone service with voicemail accessibility.
Quantity: 1 lines
- Telephone A 2-line cordless phone system with answering machine with 5 cordless handsets.
- Surge Protector/
Battery Backup 15 Amps, 6 outlets with circuit breaker control and spike protection
Quantity**: 4 ***Note: The Desktop Computer specification requires that a surge protector be provided with the desktop when selected. **This quantity is in addition to the desktop computer surge protector quantity.*
- Strobe Light Magnetic mount, 20 watt, 12/24 Volt DC (Whelen model VP420M or equivalent) with Port car or equivalent DC adapter.
Quantity: 2
- Concrete Testing Equipment In addition to the Concrete Testing Equipment required per section 520.3.1.3.1.2, provide a complete additional set of Concrete Testing Equipment meeting the requirements of Section 520.3.1.3.1.2
- Portable Turbidimeter Portable Turbidimeter with the following minimum specifications:
Quantity: 1
- Turbidity Range: 0 to 1000 NTU
 - Range: .01 to 1100 NTU
 - Accuracy: $\pm 2\%$ of reading or .01 NTU (0 to 500 NTU); $\pm 3\%$ of reading
 - Resolution: .01 NTU < 10 NTU; .1 NTU < 100 NTU; 1NTU < 1100 NTU
 - Analytical Method: ISO 7027
 - Rechargeable battery pack with charger
 - Twelve (12) sampling vials
 - Calibration kit
 - Range: .01 to 1100 NTU

2.2.2.1 All desktop computer(s), laptop computer(s), high capacity color copier/scanner/printer(s), and phone(s) shall be new. Used or refurbished will not be allowed.

Construction Requirements

3.1 Maintenance, Service, and Utilities.

3.1.1 The Contractor shall furnish the following for a field office Type A:

- (a) Fuel. Adequate supply for heating and testing operations.
- (b) Electricity. Minimum 200A, 115-125 volt service for each field office.
- (c) Telephone. Telephone service, telephone and telephone message recorder shall be provided in the field office.
- (d) Internet. The Contractor shall provide high-speed internet access with a wireless router including monthly service charges.
- (e) Water. Potable water shall be supplied to the office.
- (f) Maintenance, including trash pickup and disposal.
- (g) Cleaning. Contractor shall provide a cleaning service once (1) a week, which shall include satisfactory cleaning of all office spaces and bathrooms. The Contractor shall be responsible for providing all cleaning supplies and paper products including trash can liners, paper towels, trash bags and toilet paper.
- (h) First Aid Kit. Shall be maintained and restocked as necessary or as directed.
- (i) Access. This includes snow removal as long as field offices are occupied.
- (j) Security. 24-hour security patrol service or a silent watchman-type security system shall be provided.

Method of Measurement

4.1 Field offices of the type specified and used on the project by the Engineer will be measured by the month, from the date each field office is completely furnished and ready for occupancy, as determined by the Engineer, to the date that it is released back to the Contractor. Periods of less than one month will be computed at the rate of 1/30 of the unit price per month for each day of occupancy by the Engineer.

Basis of Payment

5.1 Payment for each accepted Field Office provided as specified, will be made at the corresponding Contract unit price per month. Such payment shall constitute full compensation for furnishing and supplying the field office and its equipment throughout the period of usage by the Engineer, including periods of project suspension, and for restoration of the field office site upon completion of the work.

5.1.1 The costs of all project related telephone service, including installation; monthly fees; taxes; any activation fees; internet access as specified; unlimited local calls; and toll calls up to \$300 per month shall be paid by the Contractor, subsidiary to the field office. The Department will reimburse the Contractor for any toll calls incurred by State personnel above \$300.00 per month as provided for in 109.04.

5.2 No payment will be made for periods of time in which the Contractor fails to comply with any of the requirements of this specification.

5.3 No payment will be made for time periods for which the Contractor fails to complete the Work on time as specified in 108.07.

5.4 The material cost of miscellaneous office supplies only, will be paid for as provided in 109.04. No payment for labor costs incidental to procuring these supplies will be authorized.

Pay items and units:

698.11

Field Office Type A

Month

**NEWINGTON-DOVER
11238S**

April 25, 2025

SPECIAL PROVISION

AMENDMENT TO SECTION 718 – RETROREFLECTIVE SHEETING

The purpose of this special provision is to replace the entire 718 section of the 2016 Standard Specifications for Road and Bridge Construction with the following specification.

Replace Section 718 with the following:

Description

1.1 General. This section specifies the requirements for retroreflective sheeting and overlay film.

Materials

2.1 Retroreflective sheeting and overlay film shall be selected from the [Qualified Products List](#).

2.1.1 Retroreflective sheeting shall be an unmetalized, microprismatic, retroreflective element material, consisting of a smooth, durable outer surface. Adhesive backing shall be pressure sensitive, and protected by a removable, translucent, synthetic release liner. Retroreflective Sheeting shall conform to the Standard Specification for Retroreflective Sheeting for Traffic Control (ASTM D4956) for the specified type.

2.1.2 Overlay film shall be of a durable, transparent, acrylic material. When applied in composite form (with retroreflective sheeting) it shall conform to the Standard Specification for Retroreflective Sheeting for Traffic Control (ASTM D4956), for application, classification, and color designation. Adhesive backing shall be pressure sensitive, and protected by a removable, translucent, synthetic release liner. The liner shall be printed with an indelible mark indicating the name of the film manufacturer.

2.2 Retroreflective sheeting, used on all Type A, AA, B, BB, C and CC signs, shall conform to the requirements of Type IV material except those specifically indicated otherwise herein, unless otherwise noted in the plans.

2.2.1 Retroreflective sheeting for the copy, border, and shields on overhead structures including bridge mounts shall conform to Type IV, VIII, IX, or XI material.

2.2.2 Fluorescent Retroreflective sheeting shall conform to Type VIII, IX, or XI material, unless otherwise noted in the plans.

Construction Requirements

3.1 Color Requirements. When overlay film is applied to retroreflective sheeting, the resulting color of the composite sheeting shall conform to ASTM D4956.

3.2 Warranty Requirements. Warranty on all types of sheeting shall cover the loss of retroreflectivity, loss of colorfastness, cracking, and any other conditions inherent to the sheeting, including inks and overlay film that causes it to be ineffective in providing the direction to the motorists as intended.

3.2.1 The Contractor's warranty period shall be 1 year from the date of Completion. During this period, defects in material or workmanship shall be repaired at the Contractor's expense. This warranty does not relieve the Contractor of the requirement of 106.04.

**NEWINGTON-DOVER
11238S**

April 25, 2025

SPECIAL PROVISION

SECTION 1002 -- SPECIAL WORK ON STRUCTURES

Item 1002.1_ - Repairs or Replacements as Needed – Bridge Structures

Description

1.1 This section is intended to provide and pay for certain measures which may be required, during construction, to rehabilitate existing bridge structures where work by the Contractor has revealed work necessary which could not be examined and foreseen prior to the construction period. Engineering judgment indicates that a reasonable estimated dollar allowance is in order in setting up the contract.

Materials

2.1 Materials required shall meet the Material Requirements for the class or type of work in accordance with the Standard Specifications or as ordered.

Construction Requirements

3.1 The Contractor shall perform all necessary work to relocate, adjust, reconstruct structures or construct items in accordance with the respective classes of work required.

3.2 Damage due to Contractor negligence or careless operation shall be repaired at no extra cost to the Department.

Method of Measurement

4.1 Work authorized under this section will be measured as provided in 109.01; however, when such work falls within the specifications for another contract item, the work will be measured according to the method of measurement for that contract item.

Basis of Payment

5.1 Payment for work authorized under this section will be made on a dollar basis according to 109.04. The dollar limit set in the proposal will not limit the Engineer in the value of work performed under this item.

5.1.1 Payment of the amount set in the proposal will not be on a lump sum basis, but only the amount determined for the value of the work ordered will be paid.

5.1.2 Repair work to damaged or injured portions of a structure made necessary due to the negligence or carelessness of the Contractor will not be paid for.

5.2 The Bidder's attention is called to the price inserted in the proposal under these items, which price is the allowance the department has set up for the special work. This figure must not be altered by the Bidder on the proposal and must be included to obtain the grand total of the bid.

Pay item and unit:

1002.1_	Repairs or Replacements as Needed – Bridge Structures	Dollar
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**NEWINGTON-DOVER
11238S**

June 4, 2025

SPECIAL PROVISION**SECTION 1008 – ALERTATIONS & ADDITIONS AS NEEDED****Item 1008.445 - Alterations and Additions As Needed -
Modify Toll Plaza System Equipment**

This section is intended to provide and pay for certain measures which may be required during construction. Engineering judgment indicates that a reasonable estimated dollar allowance is in order in setting up the contract.

Description

1.1 This work shall consist of modifying the existing southbound Lane 1 at the Dover All Electronic Toll (AET) Plaza to reduce traffic down from 3 exiting lanes to 2 lanes in the southbound barrel. This is due to the Traffic Control Plan (TCP) required for demolition of the General Sullivan Bridge. The work generally includes, but is not limited, to the following:

1.1.1 At least forty-five (45) days before implementing the traffic control plan, the Contractor shall contact the Bureau of Turnpikes (Matthew Blixt, 603-419-0935) to obtain the contact information for the Turnpike's Toll System AET Vendor. Substitutions will not be allowed. Turnpike's Toll System AET Vendor is responsible for the modification to the existing toll zone and the following work will take 1 week to complete to allow for continuous toll collection operations at Dover AET Plaza.

- i. Technicians will relocate the VAPS, to the open lanes.
- ii. Technicians utilize a Total Station to survey the entire zone and will include the alignment points for the NVDCs in their temporary location during the construction duration.
- iii. AET vendor AC Solution Center will implement the Total Station in the new temporary zone configuration in one zone controller at a time (Primary and Secondary).
- iv. This configuration will be in place as long is needed to support the bridge demolition and the traffic control devices in use.

This work shall be completed by the vendor within two (2) weeks of being onsite.

1.1.2 Within 45 days of the TCP being no longer needed for the project, the Contractor shall notify the Bureau of Turnpikes (Matthew Blixt, 603-419-0935) to allow the Turnpike's Toll System AET Vendor to reconfigure the lanes to allow for traffic in all 3 southbound lanes. This work shall be completed within two (2) weeks of the vendor of being onsite.

1.1.3 Turnpike's Toll System AET Vendor will coordinate with the Contractor in scheduling the proposed work described above.

1.2 Turnpike's Toll System AET Vendor shall coordinate construction activities with the Bureau of Turnpike's such that access for toll plaza operations is not disrupted.

1.3 Unless otherwise modified in this Special Provision, Supplemental Specifications, or the plans, all work, materials, submittals, and certifications shall conform to the requirements of the pertinent NHDOT Standard Specifications for Road and Bridge Construction (latest edition). Any materials required for the completion of all work and not addressed in the Special Provision, construction drawings, or standard specifications shall be in accordance with best industry standards and practices.

Materials

2.1 Turnpike's Toll System AET Vendor is responsible for any materials needed to complete the reconfigurations of the toll lanes.

Construction Requirements

3.1 The Contractor shall notify Turnpike's Toll System Maintenance AET Vendor when the contract site is ready for the Toll System Vendor, shall insure that the site is readily and safely accessible to their workers and equipment, and shall conduct his operations in such a manner as to allow their forces to perform their work efficiently.

3.2 Damage to facilities due to negligence or careless operation shall be repaired at no extra cost to the Department.

Method of Measurement

4.1 Work Authorized under this section will be measured as provided in 109.01

Basis of Payment

5.1 Payment for work authorized under this section will be made on a dollar basis according to 109.04.

5.1.1 Payment of the amount set in the proposal will not be on a lump sum basis, but only the amount determined for the value of the work ordered will be paid. Turnpike's Toll System AET Vendor will submit an invoice to the Contractor each month for the work completed and accepted. The Contractor shall submit this invoice to the Contract Administrator for payment. The Contractor shall reimburse Turnpike's Toll System AET Vendor the invoiced amount within 15 days of receipt of payment by the Department.

5.1.2 Repair work to damaged or injured portions of the existing facilities made necessary due to the negligence or carelessness of the Contractor will not be paid for.

5.2 The Bidder's attention is called to the dollar amount inserted in the proposal under these items, which dollar amount is the allowance the Department has set up for the special work. This figure must not be altered by the Bidder on the proposal, and must be included to obtain the grand total of the bid.

Pay items and units:

1008.445	Alterations and Additions As Needed – Modify Toll Plaza System Equipment	Dollar
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**NEWINGTON-DOVER
11238S**

May 5, 2025

SPECIAL PROVISION**SECTION 1008 -- ALTERATIONS AND ADDITIONS AS NEEDED****Item 1008.942-- Alterations and Additions as Needed -- RWIS Equipment
(Supply to Department)****Description**

1.1 This work shall consist of furnishing Road Weather Information Station (RWIS) equipment that will become property of the Department. The RWIS equipment will be used to upgrade the existing RWIS located on the Spaulding Turnpike at Mile Marker 3.8 to current standards.

Materials

2.1 Submit catalog cut sheets for proposed RWIS System Components, meeting the specifications below, to the Engineer for approval prior to purchasing any equipment:

2.1.1 All components supplied to the Department for replacement shall be of the same manufacturer as the component being replaced, or from an approved manufacturer which is compatible with the remaining existing equipment, unless otherwise specified by the Engineer.

2.1.2 An ultrasonic wind sensor with a minimum of three heated transducers, capable of measuring wind speed and direction.

2.1.2.1 Wind sensors shall be capable of measuring wind speeds between 0 and 213 ft/sec, with an accuracy of +/-0.33 ft/sec, or $\pm 2\%$ of the wind speed reading, whichever is greater. The wind speed measurement resolution shall be 0.03 ft/sec.

2.1.2.2 The wind sensors shall measure wind direction in 360° , with an accuracy of $\pm 2^\circ$, and a measurement resolution of 0.1° .

2.1.2.3 Wind sensors shall be capable of operating in temperatures between -40°F and $+140^\circ\text{F}$.

2.1.2.4 Transducers shall be heated to prevent accumulation of freezing rain, snow and ice.

2.1.2.5 Wind sensors shall be IP66 and IP67 rated.

2.1.2.6 Sensor shall be capable of communications via RS485, RS422, RS232, or SDI-12 ports.

2.1.2.7 Wind sensors shall be supplied with a manufacturer recommended cage to prevent interference from birds.

2.1.3 A humidity and temperature probe system, capable of measuring relative humidity, air temperature and dew point.

2.1.3.1 The humidity probe shall include a continuous heating feature to prevent condensation on the probe.

2.1.3.2 Probes shall be supplied with radiation and precipitation shields as recommended by the manufacturer.

2.1.3.3 Humidity and temperature sensors shall be capable of operating in temperatures between -112°F and +140°F.

2.1.3.4 Humidity and temperature sensors shall be capable of measuring between 0% and 100% relative humidity, and measuring temperatures between -112°F and +140°F.

2.1.4 A combined precipitation sensor and precipitation identifier sensor, capable of measuring and identifying present weather conditions, such as precipitation and visibility.

2.1.4.1 Precipitation sensors shall be supplied with manufacturer recommended heaters for use during winter conditions.

2.1.4.2 Precipitation sensors shall be capable of identifying a minimum of 4 different types of precipitation, as well as visibility conditions such as fog, mist, haze or clear conditions.

2.1.4.3 Visibility measurement range shall be up to a minimum of 6500 feet with an accuracy of at least +/- 10%.

2.1.4.4 Instrument shall be capable of measuring intensity and accumulation rate of liquid precipitation and new snow.

2.1.4.5 Precipitation sensors shall be capable of operating in temperatures between -40°F and +140°F, at 0 to 100% relative humidity, and shall be IP66 rated.

2.1.4.6 Sensor shall be capable of communication via either an RS-232 or RS-485 port.

2.1.5 A barometric pressure sensor capable of measuring pressures between 600 and 1100 millibars, at a resolution of 0.1 millibar and operating in temperatures between -40°F and +140°F.

2.1.6 A non-invasive, remote road-surface temperature sensor, capable of measuring pavement surface temperature, ambient air temperature, and relative humidity.

2.1.6.1 Road-surface temperature sensors shall be capable of operating in temperatures between -40°F and +140°F, at 0 to 100% relative humidity.

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2.1.6.2 Sensors shall be capable of remotely measuring the temperature of the roadway surface using infrared laser technology.

2.1.6.3 Temperature sensors shall be capable of measuring roadway surface temperatures between -40°F and +140°F, at a resolution of 0.18°F.

2.1.6.4 Remote sensors shall be capable of measuring the roadway surface temperature from a distance of up to 49 feet when installed at an angle between 30° and 85° from horizontal.

2.1.7 A non-invasive, remote road-surface condition sensor, capable of measuring pavement surface state and grip. The sensor can also be a combined sensor that also includes the specifications as listed above in 2.6.8 of the non-invasive, remote road-surface temperature sensor.

2.1.7.1 Road-surface condition sensors shall be capable of operating in temperatures between -40°F and +140°F, at 0 to 100% relative humidity.

2.1.7.2 Remote sensors shall be capable of detecting the roadway surface conditions from a distance of up to 49 feet when installed at an angle between 30° and 85° from horizontal.

2.1.7.3 Road-surface condition sensors shall be capable of identifying and classifying the presence of precipitation or freezing conditions overlaying the roadway surface, such as snow, frost, ice and slush, or when the roadway is dry, moist or wet.

2.1.7.4 Road-surface condition sensors shall be capable of measuring the thickness of surface cover of both water and ice up to 2 mm thick, and snow up to 10 mm thick, with a surface cover thickness measurement resolution of 0.01 mm.

2.1.7.5 Road-surface condition sensors shall be capable of directly outputting the level of grip for vehicle tires on the roadway surface, with a minimum value of 0.0 (zero traction) and a maximum value of .82 (maximum dry traction)

2.1.8 A Subsurface Temperature probe, capable of measuring subsurface temperature of the paved roadway.

2.1.8.1 Subsurface probe shall be capable of measuring temperatures between -40°F and +176°F.

2.1.8.2 Subsurface probe housing shall be water-tight, maintenance free, and capable of enduring long term installation under roadway surfaces in all weather conditions.

2.1.9 A Remote Processing Unit (RPU), including but not limited to all cables, antennae and adapters as needed to provide power and communications to all installed RWIS station equipment. The RPU shall monitor and be able to remotely control power to all field sensors.

2.1.9.1 The RPU shall include an enclosure to house all components, equipment, wires and cables. The RPU enclosure shall meet NEMA 4X requirements. Enclosures shall be sufficiently sized to enclose all of the RWIS system components, electrical, and communications

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interface equipment with a 10% spare equipment capacity. The enclosure shall be mountable either to the RWIS support structure or concrete foundation, as recommended by the manufacturer.

2.1.9.2 RPU shall include a data management unit, capable of performing all calculations on sensor data to output accurate readings, and providing data storage of measurements.

2.1.9.3 The data management unit shall provide accurate system time synchronization for all instrument readings.

2.1.9.4 The data management unit shall contain enough ports to interface with all installed RWIS sensors, and interface with the external Compass ATMS reporting and Vaisala Weather Horizon systems via the communication systems proposed for the site.

2.1.9.5 The RPU shall include an analog to digital interface for the connection of analog road sensors, capable of providing DC power to the analog sensor and converting analog signals to digital communication. The digital interface shall include enough ports for all installed analog devices. If more ports are needed to interface with all installed sensors, additional digital interfaces shall be provided with the RPU as required.

2.1.9.6 The RPU shall include a power management unit, capable of supplying power and communications to all installed RWIS sensors.

2.1.9.7 The power management unit shall include enough ports to provide reliable power and communications to all sensors, and input of power feed to the unit.

2.1.9.8 The power management unit shall provide surge protection to all connected devices.

2.1.9.9 The power management unit shall be capable of controlling and cycling the power of each sensor remotely.

2.1.9.10 Data management units, digital interfaces, and power management units shall be capable of operating at temperatures between -40°F and +140°F, between 5% and 93% relative humidity, non-condensing.

2.1.9.11 The system shall have the ability to accept additional sensors and detectors as future needs arise.

2.1.9.12 The RPU (including all power management, data storage, communications elements and analog/digital interfaces) shall be available as a pre-built and tested “drop in” unit which is directly physically compatible with existing cabinetry.

Construction Requirements

3.1 The Contractor shall supply and deliver the approved RWIS equipment, meeting the above requirements, to be installed by the Department.

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3.2 The Contractor shall deliver the RWIS equipment with all manufacturer supplied warranty information.

3.3 Coordinate delivery with the NHDOT Intelligent Transportation Systems (ITS) Program Manager (603-227-0016) to schedule delivery and receipt.

Method of Measurement

4.1 Work authorized under this section will be measured as provided in 109.01 and will be measured based on an agreed upon lump sum amount. The agreed upon lump sum amount shall be the sum of the price for the equipment and shipping for two complete sets of the approved equipment, plus 5% for coordination and processing of the order by the Contractor.

Basis of Payment

5.1 Payment for work authorized under this section will be made on a dollar basis at the agreed upon lump sum according to 109.04. The dollar limit set in the proposal will not limit the Engineer in the value of work performed under this item. The lump sum price equal to the cost of the equipment, shipping and processing of the order will be paid upon receipt of all equipment by the Department.

5.1.1 Payment of the amount set in the proposal will not be on a lump sum basis, but only the amount determined for the value of the invoice as ordered will be paid. The Contractor shall submit the invoice to the Contract Administrator for payment.

5.3 The Bidders attention is called to the dollar amount inserted in the proposal under this item, which dollar amount is the allowance the Department has set up for the Special Provision work. This figure must not be altered by the Bidder on his proposal, and must be included to obtain the grand total of the bid.

Pay Item and Units:

1008.942 Alterations and Additions as Needed – RWIS Equipment (Supply to Department) Dollar

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

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

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

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

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

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

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

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

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

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

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

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

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

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

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

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

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

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

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

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

b. *Equal employment opportunity.* The use of apprentices and 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](#).

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

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

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

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

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

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

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

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Training Special Provisions

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled “Specific Equal Employment Opportunity Responsibilities”, and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's Equal Employment Opportunity Affirmative Action Program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under the special provisions will be 3 (amount to be filled in by State highway department).

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

[40 FR 28053, July 3, 1975. Correctly redesignated at 46 FR 21156, Apr. 9, 1981]

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION POLICY

Failure to complete the Training Special Provision requirement: When a Contractor fails to complete this Training Special Provision requirement and fails to make and document good faith efforts to fulfill the requirements of this provision, the New Hampshire Department of Transportation Office of Federal Compliance (OFC) shall notify the Prequalification Committee in writing. The Prequalification Committee will inform the Contractor of the OFC notification and require the Contractor to submit a Corrective Action Plan to the OFC. Failure to provide an acceptable Corrective Action Plan could lead to partial or full suspension consistent with the prequalification rules.

41 CFR 60-4 Affirmative Action Requirements 41 CFR 60-4.2 Solicitations

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

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

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

	Goals for minority participation for each trade	Goals for female participation in each trade
<u>STANDARD METROPOLITAN STATISTICAL AREAS (SMSA)</u>		
SALEM-PLAISTOW	4.0	6.9
MANCHESTER-NASHUA	0.7	6.9
<u>NON-SMSA COUNTIES</u>		
COOS, GRAFTON, SULLIVAN	0.8	6.9
BELKNAP, MERRIMACK, CARROLL, STRAFFORD	3.6	6.9
CHESHIRE	5.9	6.9
ROCKINGHAM	4.0	6.9
HILLSBOROUGH	0.7	6.9

These goals are applicable to all contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal contract compliance programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation addressed as follows:

Office of Federal Contract
Compliance Programs
Boston District Office
JFK Federal Building
15 New Sudbury St., Room E235
Boston, MA 02203

The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed as noted within in the Contract Special Provisions for Affirmative Action to ensure Equal Employment Opportunity.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

Source 41 CFR 60-4.3 Equal Opportunity Clauses

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and

Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

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

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

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

Source 41 CFR 60-4.3 Equal Opportunity Clauses

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

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

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

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

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

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

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

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980; 79 FR 72995, Dec. 9, 2014]

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

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unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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NOTICE TO ALL BIDDERS

In accordance with the Section "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)", the New Hampshire Department of Transportation has the authority and responsibility to notify the Office of Federal Contract Compliance Program of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 Code of Federal Regulation Chapter 60.

The Office of Federal Contract Compliance Programs is the sole authority for determining compliance with Executive Order 11246 and 41 Code of Federal Regulation Chapter 60 and the Contractor should contact them regarding related compliance issues.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

To the U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



Bid Schedule

NEWINGTON - DOVER
11238S
A005(301)

NOTE: For complete information concerning these items, see plans, special provisions, supplemental specifications, and 2016 NHDOT Standard Specifications for Road and Bridge Construction.

Item#	Quantity	Description	Unit Price	Amount
201.21	25.00 EA	REMOVING SMALL TREES At _____ Dollars Per EA		
201.22	10.00 EA	REMOVING LARGE TREES At _____ Dollars Per EA		
201.881	5,910.00 SY	INVASIVE SPECIES CONTROL TYPE I At _____ Dollars Per SY		
202.8	310.00 LF	REMOVAL OF FENCE At _____ Dollars Per LF		
203.1	90.00 CY	COMMON EXCAVATION At _____ Dollars Per CY		
206.19	5.00 CY	COMMON STRUCTURE EXCAVATION EXPLORATORY At _____ Dollars Per CY		
209.201	15.00 CY	GRANULAR BACKFILL (BRIDGE) (F) At _____ Dollars Per CY		
304.4	49.00 CY	CRUSHED STONE (FINE GRADATION) (F) At _____ Dollars Per CY		
500.02	1.00 U	ACCESS FOR BRIDGE CONSTRUCTION At _____ Dollars Per U		
502.	1.00 U	REMOVAL OF EXISTING BRIDGE STRUCTURE At _____ Dollars Per U		

Item#	Quantity	Description	Unit Price	Amount
508.	6.00 CY	STRUCTURAL FILL At _____ Dollars Per CY		
520.01	26.00 CY	CONCRETE CLASS AA At _____ Dollars Per CY		
520.213	3.00 CY	CONCRETE CLASS B, FOOTINGS (ON SOIL) (F) At _____ Dollars Per CY		
544.3	3,000.00 LB	REINFORCING STEEL (CONTRACTOR DETAILED) At _____ Dollars Per LB		
564.4	1.00 U	BRIDGE NAVIGATION LIGHTS At _____ Dollars Per U		
607.360	250.00 LF	CHAIN LINK FENCE WITH VINYL COATED STEEL FABRIC, 6' HIGH At _____ Dollars Per LF		
607.4260	7.00 EA	POST ASSEMBLIES FOR CHAIN LINK FENCE, 6' HIGH At _____ Dollars Per EA		
607.5340	165.00 LF	WOOD FENCE (SPLIT RAIL) 4'-0" HIGH At _____ Dollars Per LF		
607.73618	1.00 U	18' OPENING DOUBLE GATE, CHAIN LINK VINYL COATED STEEL FABRIC, 6' HIGH At _____ Dollars Per U		
607.73624	1.00 U	24' OPENING DOUBLE GATE, CHAIN LINK VINYL COATED STEEL FABRIC, 6' HIGH At _____ Dollars Per U		
615.033	1.00 U	REMOVING TRAFFIC SIGN, TYPE C At _____ Dollars Per U		
615.0501	68.00 SF	TRAFFIC SIGN TYPE BB At _____ Dollars Per SF		

Item#	Quantity	Description	Unit Price	Amount
618.61	100,000.00 \$	UNIFORMED OFFICERS WITH VEHICLE At _____ One and 0/100 _____ Dollars Per \$	\$1,000	\$100,000.00
618.7	100.00 HR	FLAGGERS At _____ Dollars Per HR		
619.1	1.00 U	MAINTENANCE OF TRAFFIC At _____ Dollars Per U		
619.253	72.00 UWK	PORTABLE CHANGEABLE MESSAGE SIGN (UNIT WEEK) At _____ Dollars Per UWK		
619.63	1.00 U	TRUCK-MOUNTED IMPACT ATTENUATOR, TEST LEVEL 3 At _____ Dollars Per U		
645.42	1,875.00 SY	TEMPORARY SLOPE MATTING TYPE B (WILDLIFE FRIENDLY) At _____ Dollars Per SY		
645.44	660.00 SY	TEMPORARY SLOPE MATTING TYPE D (WILDLIFE FRIENDLY) At _____ Dollars Per SY		
645.512	800.00 LF	COMPOST SOCK FOR PERIMETER BERM At _____ Dollars Per LF		
645.531	800.00 LF	SILT FENCE At _____ Dollars Per LF		
645.7	1.00 U	STORM WATER POLLUTION PREVENTION PLAN At _____ Dollars Per U		
645.71	730.00 HR	WATER QUALITY MONITORING, INSPECTION AND REPORTING At _____ Dollars Per HR		
646.51	190.00 SY	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS AND LOAM At _____ Dollars Per SY		

Item#	Quantity	Description	Unit Price	Amount
650.2	1.00 U	LANDSCAPING At _____ Dollars Per U		
660.47	1.00 U	PAVILION BUILDING At _____ Dollars Per U		
661.001	6.00 EA	INTERPRETIVE SIGN At _____ Dollars Per EA		
661.01101	2.00 U	EXISTING BRIDGE COMPONENTS FOR DISPLAY At _____ Dollars Per U		
661.01102	1.00 U	EXISTING BRIDGE COMPONENTS FOR DISPLAY At _____ Dollars Per U		
670.2812	2.00 U	RETROREFLECTIVE NAVIGATIONAL PANEL At _____ Dollars Per U		
692.	1.00 U	MOBILIZATION At _____ Dollars Per U		
693.	1,800.00 \$	ON-THE-JOB TRAINING OF UNSKILLED WORKERS At _____ One and 0/100 Dollars Per \$	\$1,000	\$1,800,000
697.11	1.00 U	INVASIVE SPECIES CONTROL AND MANAGEMENT PLAN At _____ Dollars Per U		
697.41	1.00 U	CRITICAL PATH METHOD (CPM) ELECTRONIC SCHEDULE At _____ Dollars Per U		
698.11	24.00 MON	FIELD OFFICE TYPE A At _____ Dollars Per MON		
699.	50,000.00 \$	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL At _____ One and 0/100 Dollars Per \$	\$1,000	\$50,000,000

Item#	Quantity	Description	Unit Price	Amount
1002.1	200,000.00 \$	REPAIRS OR REPLACEMENTS AS NEEDED - BRIDGE STRUCTURES At _____ One and 0/100 _____ Dollars Per \$	\$1.00	\$200,000.00
1008.445	30,000.00 \$	ALTERATIONS AND ADDITIONS AS NEEDED - MODIFY TOLL PLAZA SYSTEM EQUIPMENT At _____ One and 0/100 _____ Dollars Per \$	\$1.00	\$30,000.00
1008.942	21,000.00 \$	ALTERATIONS AND ADDITIONS AS NEEDED - RWIS EQUIPMENT (SUPPLY TO DEPARTMENT) At _____ One and 0/100 _____ Dollars Per \$	\$1.00	\$21,000.00
1010.15	250,000.00 \$	FUEL ADJUSTMENT At _____ One and 0/100 _____ Dollars Per \$	\$1.00	\$250,000.00
Grand Total:				