

- 23. Damage resulting from work or detoured traffic to the roadway shall be repaired to the District Engineer's satisfaction.
- 24. If a highway sign or guardrail must be moved to allow construction of the facility, said sign and guardrail shall be reinstalled or replaced at the location of removal at the end of each work day or replaced by approved temporary devices pending permanent installation.
- 25. The District Engineer may inspect, test, or monitor any and all of the Contractor's activities within the highway ROW to insure compliance with this permit.
- 26. Following completion of the construction activities, the District Engineer will inspect the completed work. Final acceptance may be reasonably withheld should the work not be completed in an acceptable manner and in accordance with the terms of this permit.
- 27. The Owner shall, upon project completion, submit a complete set of "as-built" drawings to the District Engineer.

II. I/We, the Contractor, agree to save harmless the State of New Hampshire from any and all claims arising from the construction, trench settlement, pavement damage or other deficiencies attributable to the said construction for a period of two (2) years following acceptance of the project by NHDOT.

I/We, the Contractor, agree to assume such additional cost as the State may incur by reason of failure to perform this work in the manner prescribed above and in accordance with said plans and specifications, and are familiar with the penalty imposed by Chapter 236, and amendments thereto.

I/We, the Contractor, agree to furnish prior to the start of work a continuing Surety Bond in the amount of \$\_\_\_\_\_ dollars guaranteeing the fulfillment of the provisions, instructions, and regulations prescribed herein, and any later instructions that may be issued by the District Engineer during the performance of the work. Following the acceptance of the project by NHDOT, the bond amount may be reduced to \$\_\_\_\_\_ dollars guaranteeing satisfactory maintenance of the disturbed areas for a period of two (2) years.

I/We, the Contractor, agree to reimburse the State of New Hampshire fully for the services of a State Inspector(s) when assigned to this project to insure compliance with the terms of this permit.

(PLEASE PRINT)

CONTRACTOR: TBD

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

CITY, STATE & ZIP: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

III. I/We, the Owners, agree to save harmless the State of New Hampshire from any and all claims arising from the construction, maintenance, and operation of the said facility and its appurtenances and agree to obtain permits from the District Engineer before performing any future excavation for maintenance or renewal of the facility or appurtenances thereto within the ROW limits.

I/We, the Owners, agree to assume such additional cost as the State may incur due to the maintenance, operation, renewal, or extension of said facility or appurtenances thereto within the highway limits.

I/We, the Owners, understand and agree that this permit is for the right of construction, operation, and future maintenance of the said facility. Occupancy is by sufferance only, with the State reserving the right to require, in event of future alterations of the highway or highway ROW, certain alterations, relocations or complete removal of said facility.