



TOWN OF HENNIKER, NEW HAMPSHIRE  
SELECTMEN AGENDA

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**Tuesday, March 1, 2022  
6:15 PM**

**6:15 p.m.**

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ANNOUNCEMENTS**

**IV. CORRESPONDENCE**

**V. CONSENT AGENDA**

**Item 1:** Consent Agenda for March 1, 2022

**VI. PUBLIC COMMENT #1** – (For any comment by any Henniker resident on a topic. Request time limit, up to 3 minutes)

**VII. NEW BUSINESS**

**Item 2:** Revaluation Start-up Meeting

**Item 3:** Volunteer Application- Concert Committee

**Item 4:** Concert Committee

**Item 5:** Liberty Hill Road Culvert

**VIII. OLD BUSINESS**

**IX. PAST MEETING MINUTES**

**Item 6:** Acceptance of Board of Selectmen Meeting Minutes February 1, 2022

**Item 7:** Acceptance of Board of Selectmen Meeting Minutes February 15, 2022

**X. COMMUNICATIONS**

**Item 9:** Selectmen Reports

**XI. PUBLIC COMMENT #2** (For any comment by any Henniker resident on a topic. Request time limit, up to 3 minutes)

**XII. NON-PUBLIC – If Necessary**

**Item 10:** Non-public Session 91-A:3 II a, c, d e, or e Personnel/Reputation/Legal/Land

**XIII. ADJOURNMENT**

#### **XIV. UPCOMING DATES**

March 3, 2022, 7:00 p.m. – Conservation Commission

March 9, 2022, 6:30 p.m. – Planning Board Meeting

March 12, 2022, 1:00 p.m. – Town Meeting

March 15, 2022, 6:15 p.m. – Board of Selectmen

#### **Visitor Orientation to the Town Selectman's Meeting**

Welcome to this evening's Selectmen's meeting. Please note that the purpose of the meeting is for the Selectmen to accomplish its work within a qualitative timeframe. Meetings are open to the public, but public participation is limited. If you wish to be heard by the board, please note the "Public Comment" at the beginning and end of the meeting to speak to items on a meeting agenda and/or matters pertaining to the business of the Selectmen. In addition, public hearings may be scheduled for public comment on specific matters. Speakers must be residents of the Town of Henniker, property owners in the town of Henniker, and/or designated representatives of recognized civic organizations or businesses located in the Town of Henniker. When they are at the podium, speakers first need to recite their name and address for the record. Visitors should address their comments to the board and not to any individual member. Each speaker shall be provided a single opportunity for comment, limited to three (3) minutes. Public forum shall be limited to fifteen (15) minutes. Visitors should not expect a response to their comments or questions since the Board may not have discussed or taken a position on a matter. Public Comment is not a two-way dialogue between speaker(s), Selectmen, and/or the Town Administrator. The Chair will preserve strict order and decorum at all Board of Selectmen meetings. Outbursts from the public are not permitted.



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TOWN OF HENNIKER, NEW HAMPSHIRE  
BOARD OF SELECTMEN  
CONSENT AGENDA

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**Tuesday, March 1, 2022**

Consent Agenda

- Item 1:** Veteran's Credit – Map 1 Lot 675-A
- Item 2:** Veteran's Credit – Map 1 Lot 540-X7
- Item 3:** Disabled Exemption – Map 2 Lot 398-B
- Item 4:** Volunteer Application – Concert Committee – Lopez
- Item 5:** 2020 Revaluation BTLA Withdrawal – Map 1 Lot 318-I
- Item 6:** 2020 Revaluation BTLA Settlement – Map 1 Lot 110-C7
- Item 7:** Abatement Refund – Map 1 Lot 110-C7
- Item 8:** Abatement Refund – Sewer – Map 2 Lot 162

Board of Selectmen Approval:

_____	_____
_____	_____
_____	

\*Please note that the Consent Agenda is subject to change until 4:30 pm the day of a scheduled Selectmen's Meeting.

Telephone  
603-428-3221

18 Depot Hill Road  
Henniker, NH 03232  
[www.henniker.org](http://www.henniker.org)

FAX  
603-428-4366

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
PERMANENT APPLICATION FOR PROPERTY TAX CREDITS/EXEMPTIONS  
DUE DATE APRIL 15 PRECEDING THE SETTING OF THE TAX RATE

Building  
Planning  
Zoning  
JAN 17 2022

William Allen

McGovern

11075-A

OWNER AND APPLICANT INFORMATION	
STEP 1 OWNER AND APPLICANT NAME AND ADDRESS	<p>OWNER</p> <p>APPLICANT'S LAST NAME: <u>WILLIAM A. ALLEN</u>      APPLICANT'S FIRST NAME: <u>ROBERT &amp; RACHELLE MCGOWEN</u></p> <p>APPLICANT'S LAST NAME: <u>ALLEN</u>      APPLICANT'S FIRST NAME: <u>WILLIAM</u></p> <p>MI: <u>A</u>      PHONE NUMBER: <u>603-566-1322</u></p> <p>MI:      PHONE NUMBER:</p> <p>MAILING ADDRESS: <u>1930 WEARE RD.</u></p> <p>CITY/TOWN: <u>HENNIKER</u>      STATE: <u>NH</u>      ZIP CODE: <u>03242</u></p> <p>PROPERTY ADDRESS: <u>1930 WEARE RD., HENNIKER, NH 03242</u>      TAX MAP: <u>1</u>      BLOCK: <u>675</u>      LOT: <u>A</u></p> <p>IS THIS YOUR PRIMARY RESIDENCE?    <input checked="" type="radio"/> YES    <input type="radio"/> NO</p>
	<p>IF required, is a PA-33 on file?    <input type="radio"/> YES    <input type="radio"/> NO</p>
	<p>STEP 2 VETERAN'S TAX CREDITS AND EXEMPTION</p> <p>1. APPLICANT IS THE:    <input checked="" type="radio"/> Veteran    <input type="radio"/> Spouse    <input type="radio"/> Surviving Spouse</p> <p>2. APPLYING FOR:</p> <p><input checked="" type="checkbox"/> Veterans' Tax Credit (RSA 72:28) Standard (\$50) / Optional (\$51 up to \$500)</p> <p><input type="checkbox"/> All Veterans' Tax Credit (RSA 72:28-b) if Adopted by Town Standard (\$50) / Optional (\$51 up to \$500)</p> <p><input type="checkbox"/> Tax Credit for Service-Connected Total Disability (RSA 72:35) Standard (\$700) / Optional (\$701 up to \$2,000)</p> <p><input type="checkbox"/> Tax Credit for Surviving Spouse (RSA 72:29-a "...of any person who was killed or died while on active duty.")</p> <p><input type="checkbox"/> Certain Disabled Veterans (Exemption) (RSA 72:38-a)</p> <p>3. Veteran's Name: <u>William A. Allen</u>      Dates of Military Service Enter (MMDDYYYY):      4. Date of Entry: <u>05/28/1970</u>      5. Date of Discharge/Release: <u>03/22/1974</u></p> <p>IF A VETERAN OF ALLIED COUNTRY: (RSA 72:32)</p> <p>6. Name of Allied Country Served in:      7. Branch of Service:</p> <p>8. Does any other eligible Veteran own interest in this property?    YES <input type="radio"/> NO <input checked="" type="radio"/> If YES, provide name:      8. Please Check One:    <input checked="" type="radio"/> US Citizen at time of entry into Service    <input type="radio"/> Alien but resident of NH at time of entry into Service</p>
	<p>STEP 3 EXEMPTIONS</p> <p>10. <input type="checkbox"/> Elderly Exemption (Must be 65 years of age on or before April 1 of year for which exemption is claimed) (RSA 72:39-a) (Enter numbers only MMDDYYYY)    10a. Applicant's Date of Birth:      10b. Spouse's Date of Birth:</p> <p>11. <input type="checkbox"/> Improvements to Assist Persons with Disabilities (RSA 72:37-a)</p> <p>LOCAL OPTIONAL EXEMPTIONS (if adopted by city/town)</p> <p>12. <input type="checkbox"/> Blind Exemption (RSA 72:37)      <input type="checkbox"/> Solar Energy Systems Exemption (RSA 72:62)</p> <p><input type="checkbox"/> Deaf Exemption (RSA 72:38-b)      <input type="checkbox"/> Wind-Powered Energy Systems Exemption (RSA 72:66)</p> <p><input type="checkbox"/> Disabled Exemption (RSA 72:37-b)      <input type="checkbox"/> Woodheating Energy Systems Exemption (RSA 72:70)</p>
	<p>STEP 4 RESIDENCY</p> <p>13. <input checked="" type="checkbox"/> NH Resident for One Year preceding April 1 in the year in which the tax credit is claimed (Veterans' Tax Credit)</p> <p><input type="checkbox"/> NH Resident for Five Consecutive Years (Deaf) or At least Five Years (Disabled) preceding April 1 in the year the exemption is claimed</p> <p><input type="checkbox"/> NH Resident for Three Consecutive Years preceding April 1 in the year the exemption is claimed (Elderly Exemption)</p>
	<p>STEP 5 OWNERSHIP</p> <p>14. Do you own 100% interest in this residence?    <input type="radio"/> Yes    <input checked="" type="radio"/> No    If NO, what percent (%) do you own?    <u>50%</u></p>
<p>STEP 6 SIGNATURES</p> <p>Under penalties of perjury, I declare that I have examined this document and to the best of my belief the information herein is true, correct and complete.</p> <p><u>William A. Allen</u>      DATE: <u>01/27/2022</u></p> <p>SIGNATURE (IN INK) OF PROPERTY OWNER      DATE</p> <p>SIGNATURE (IN INK) OF PROPERTY OWNER      DATE</p>	

PROPERTY OWNER NAME

PROPERTY OWNER NAME

TAX MAP | BLOCK | LOT

Received By  
TOWN OF HENNIKER  
JAN 17 2022  
building  
Planning & Zoning



PERMANENT APPLICATION FOR PROPERTY TAX CREDITS/EXEMPTIONS

MUNICIPAL AUTHORIZATION - TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

VETERANS' TAX CREDIT

MUNICIPAL TAX MAP	<input type="text" value="1"/>	BLOCK	<input type="text" value="675"/>	LOT	<input type="text" value="A"/>	AMOUNT	GRANTED	DENIED	DATE
<input checked="" type="checkbox"/> Veterans' Tax Credit RSA 72:28 (Standard \$50; Optional \$51 up to \$750)						<input type="text" value="200"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="text" value="2/15/22"/>
<input type="checkbox"/> All Veterans' Tax Credit RSA 72:28-b (Standard \$50; Optional \$51 up to \$750)							<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Tax Credit for Service-Connected Total Disability (Standard \$700; Optional \$701 up to \$4,000)							<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Surviving Spouse Tax Credit (Standard \$700; Optional \$701 up to \$2,000)							<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Tax Credit for Combat Service pursuant to RSA 72:28-c (\$50 up to \$500)							<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Review Applicable Discharge Papers Form(s)	<input type="text"/>								
<input type="checkbox"/> Other Information	<input type="text"/>								

VETERANS' EXEMPTION

Certain Disabled Veterans' Exemption     Veteran     Surviving Spouse    GRANTED  DENIED

APPLICABLE ELDERLY, DISABLED AND DEAF EXEMPTION INCOME AND ASSET LIMITS

CONTACT YOUR MUNICIPALITY FOR INCOME AND ASSET LIMITS

Income Limits	Deaf Exemption	Disabled Exemption	Elderly Exemption	Elderly Exemption Per Age Category	
Single	<input type="text"/>	<input type="text"/>	<input type="text"/>	65-74 years of age	<input type="text"/>
Married	<input type="text"/>	<input type="text"/>	<input type="text"/>	75-79 years of age	<input type="text"/>
<b>Asset Limits</b>				80+ years of age	<input type="text"/>
Single	<input type="text"/>	<input type="text"/>	<input type="text"/>		
Married	<input type="text"/>	<input type="text"/>	<input type="text"/>		

TY 22  
GAR

STANDARD and LOCAL OPTIONAL EXEMPTIONS (If adopted by the City/Town)

	AMOUNT	GRANTED	DENIED	DATE
<input type="checkbox"/> Elderly Exemption	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
<input type="checkbox"/> Improvements to Assist Persons with Disabilities	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
<input type="checkbox"/> Blind Exemption	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
<input type="checkbox"/> Deaf Exemption	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
<input type="checkbox"/> Disabled Exemption	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
<input type="checkbox"/> Electric Energy Storage Systems Exemption	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
<input type="checkbox"/> Solar Energy Systems Exemption	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
<input type="checkbox"/> Woodheating Energy Systems Exemption	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
<input type="checkbox"/> Wind-powered Energy Systems Exemption	<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="text"/>

A photocopy of this Form (Pages 1 and 2) or Form PA-35 must be returned to the property owner after approval or denial.

The following documentation may be requested at the time of application in accordance with RSA 72:34, II.

- \* List of assets, value of each asset, net encumbrance and net value of each asset.
- \* State Interest and Dividends Tax Form.
- \* Statement of applicant and spouse's income.
- \* Property Tax Inventory Form filed in any other town.
- \* Federal Income Tax Form.

\* Documents are considered confidential and are returned to the applicant at the time a decision is made on the application.

Municipal Notes

Taxpayer meets all statutory requirements to qualify for the Veterans Tax Credit pursuant to RSA 72:28.

PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE
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PERMANENT APPLICATION FOR PROPERTY TAX CREDITS/EXEMPTIONS

DUE DATE APRIL 15 PRECEDING THE SETTING OF THE TAX RATE

STEP 1 OWNER AND APPLICANT INFORMATION	
STEP 1 OWNER AND APPLICANT NAME AND ADDRESS	<p><b>OWNER</b></p> <p><i>Ryan Wunley and Meredith Wunley</i></p> <p>APPLICANT'S LAST NAME: <i>Wunley</i> APPLICANT'S FIRST NAME: <i>Meredith</i> MI: <i>6</i> PHONE NUMBER: <i>792385426</i></p> <p>APPLICANT'S LAST NAME: <i>Wunley</i> APPLICANT'S FIRST NAME: <i>Meredith</i> MI: <i>6</i> PHONE NUMBER: <i>792385426</i></p> <p>MAILING ADDRESS: <i>999 Weare Rd.</i></p> <p>CITY/TOWN: <i>Hannibal</i> STATE: <i>NH</i> ZIPCODE: <i>03242</i></p> <p>PROPERTY ADDRESS: <i>999 Weare Rd Hannibal NH 03242</i> TAX MAP: <i>1</i> BLOCK: <i>540</i> LGT: <i>X-7</i></p> <p>IS THIS YOUR PRIMARY RESIDENCE? <input checked="" type="radio"/> YES <input type="radio"/> NO</p>
	<p><b>VETERAN'S INFORMATION</b></p> <p>1 APPLICANT IS THE <input checked="" type="radio"/> Veteran <input type="radio"/> Spouse <input type="radio"/> Surviving Spouse</p> <p>2 APPLYING FOR <input type="checkbox"/> Veterans' Tax Credit (RSA 72:28) Standard (\$50) / Optional (\$51 up to \$500) <input type="checkbox"/> All Veterans' Tax Credit (RSA 72:28-b) <i>If Adopted by Town</i> Standard (\$50) / Optional (\$51 up to \$500) <input checked="" type="checkbox"/> Tax Credit for Service-Connected Total Disability (RSA 72:35) Standard (\$700) / Optional (\$701 up to \$2,000) <input type="checkbox"/> Tax Credit for Surviving Spouse (RSA 72:29-a " of any person who was killed or died while on active duty ") <input type="checkbox"/> Certain Disabled Veterans (Exemption) (RSA 72:36-a)</p> <p>3 Veteran's Name: <i>Meredith Wunley</i> Dates of Military Service Enter (MMDDYYYY): <i>09/25/02</i> 4 Date of Entry: <i>09/25/02</i> 5 Date of Discharge/Release: <i>06/30/05</i></p> <p>IF A VETERAN OF ALLIED COUNTRY: (RSA 72:32)</p> <p>6 Name of Allied Country Served in: <i>Army</i> 7 Branch of Service: <i>Army</i></p> <p>9 Does any other eligible Veteran own interest in this property? YES <input type="radio"/> NO <input checked="" type="radio"/> If YES provide name: <i>Ryan Wunley</i></p> <p>8. Please Check One. <input checked="" type="radio"/> US Citizen at time of entry into Service <input type="radio"/> Alien but resident of NH at time of entry into Service</p>
	<p><b>STANDARD EXEMPTIONS</b></p> <p>10 <input type="checkbox"/> Elderly Exemption (Must be 65 years of age on or before April 1 of year for which exemption is claimed) (RSA 72:39-a) (Enter numbers only MMDDYYYY) 10a. Applicant's Date of Birth: <input type="text"/> 10b. Spouse's Date of Birth: <input type="text"/></p> <p>11 <input type="checkbox"/> Improvements to Assist Persons with Disabilities (RSA 72:37-a)</p>
	<p><b>LOCAL OPTIONAL EXEMPTIONS (If adopted by city/town)</b></p> <p>12 <input type="checkbox"/> Blind Exemption (RSA 72:37) <input type="checkbox"/> Solar Energy Systems Exemption (RSA 72:82) <input type="checkbox"/> Deaf Exemption (RSA 72:38-b) <input type="checkbox"/> Wind-Powered Energy Systems Exemption (RSA 72:68) <input type="checkbox"/> Disabled Exemption (RSA 72:37-b) <input type="checkbox"/> Woodheating Energy Systems Exemption (RSA 72:70)</p>
	<p>STEP 4 RESIDENCY</p> <p>13 <input type="checkbox"/> NH Resident for One Year preceding April 1 in the year in which the tax credit is claimed (Veterans' Tax Credit) <input checked="" type="checkbox"/> NH Resident for Five Consecutive Years (Deaf) or At least Five Years (Disabled) preceding April 1 in the year the exemption is claimed <input type="checkbox"/> NH Resident for Three Consecutive Years preceding April 1 in the year the exemption is claimed (Elderly Exemption)</p>
	<p>STEP 5 OWNERSHIP</p> <p>14. Do you own 100% interest in this residence? <input checked="" type="radio"/> Yes <input type="radio"/> No If NO, what percent (%) do you own? <input type="text"/></p>
<p>STEP 6 SIGNATURES</p> <p>Under penalties of perjury, I declare that I have examined this document and to the best of my belief the information herein is true, correct and complete.</p> <p><i>M. Wunley</i> SIGNATURE (IN INK) OF PROPERTY OWNER DATE: <i>11-24-21</i></p> <p><i>R. Wunley</i> SIGNATURE (IN INK) OF PROPERTY OWNER DATE: <i>11-24-21</i></p>	

Ryan Wunley  
 Meredith Wunley  
 PROPERTY OWNER NAME  
 1/540-X7

MUNICIPAL AUTHORIZATION - TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

VETERANS' TAX CREDIT

MUNICIPAL TAX MAP	BLOCK	LOT	AMOUNT	GRANTED	DENIED	DATE
1	540	X-7		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Veterans' Tax Credit RSA 72:28 (Standard \$50; Optional \$51 up to \$750)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> All Veterans' Tax Credit RSA 72:28-b (Standard \$60; Optional \$51 up to \$750)				<input type="radio"/>	<input type="radio"/>	
<input checked="" type="checkbox"/> Tax Credit for Service-Connected Total Disability (Standard \$700; Optional \$701 up to \$4,000)			2,000	<input checked="" type="radio"/>	<input type="radio"/>	2/15/22
<input type="checkbox"/> Surviving Spouse Tax Credit (Standard \$700; Optional \$701 up to \$2,000)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Tax Credit for Combat Service pursuant to RSA 72:28-b (\$50 up to \$500)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Review Applicable Discharge Papers Form(s)						
<input type="checkbox"/> Other Information						

VETERANS' EXEMPTION

Certain Disabled Veterans' Exemption   
  Veteran   
  Surviving Spouse   
 GRANTED  DENIED

APPLICABLE ELDERLY, DISABLED AND DEAF EXEMPTION INCOME AND ASSET LIMITS

CONTACT YOUR MUNICIPALITY FOR INCOME AND ASSET LIMITS

Income Limits	Deaf Exemption	Disabled Exemption	Elderly Exemption	Elderly Exemption Per Age Category	
Single				65-74 years of age	
Married				75-79 years of age	
Asset Limits				80+ years of age	
Single					
Married					

STANDARD and LOCAL OPTIONAL EXEMPTIONS (If adopted by the City/Town)

	AMOUNT	GRANTED	DENIED	DATE
<input type="checkbox"/> Elderly Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Improvements to Assist Persons with Disabilities		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Blind Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Deaf Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Disabled Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Electric Energy Storage Systems Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Solar Energy Systems Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Woodheating Energy Systems Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Wind-powered Energy Systems Exemption		<input type="radio"/>	<input type="radio"/>	

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- \* List of assets, value of each asset, net encumbrance and net value of each asset.
- \* State Interest and Dividends Tax Form.
- \* Statement of applicant and spouse's income.
- \* Property Tax Inventory Form filed in any other town.
- \* Federal Income Tax Form.

\* Documents are considered confidential and are returned to the applicant at the time a decision is made on the application.

Municipal Notes

Taxpayer meets all statutory requirements to qualify for the Service-Connected Total Disability pursuant to RSA 72:35.

PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE
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PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE



PERMANENT APPLICATION FOR PROPERTY TAX CREDITS/EXEMPTIONS

DUE DATE APRIL 15 PRECEDING THE SETTING OF THE TAX RATE

Serenity Hamm-Littlefield

PROPERTY OWNER NAME

2/398-B

TAX MAP | BLOCK | LOT

OWNER AND APPLICANT INFORMATION	
STEP 1 OWNER AND APPLICANT NAME AND ADDRESS	<p>OWNER</p> <p>APPLICANT'S LAST NAME: <u>Serenity Hamm-Littlefield</u></p> <p>APPLICANT'S FIRST NAME: <u>Serenity</u> MI: <u>L</u> PHONE NUMBER: <u>603-831-6545</u></p> <p>APPLICANT'S LAST NAME: _____ APPLICANT'S FIRST NAME: _____ MI: _____ PHONE NUMBER: _____</p> <p>MAILING ADDRESS: <u>84 Liberty Hill Rd.</u></p> <p>CITY/TOWN: <u>Henniker</u> STATE: <u>NH</u> ZIPCODE: <u>03242</u></p> <p>PROPERTY ADDRESS: <u>84 Liberty Hill Rd.</u> TAX MAP: _____ BLOCK: _____ LOT: _____</p> <p>IS THIS YOUR PRIMARY RESIDENCE? <input checked="" type="radio"/> YES <input type="radio"/> NO</p>
	<p>VETERAN'S INFORMATION</p> <p>1. APPLICANT IS THE: <input type="radio"/> Veteran <input type="radio"/> Spouse <input type="radio"/> Surviving Spouse</p> <p>2. APPLYING FOR:</p> <p><input type="checkbox"/> Veterans' Tax Credit (RSA 72:28) Standard (\$30) / Optional (\$51 up to \$750)</p> <p><input type="checkbox"/> All Veterans' Tax Credit (RSA 72:28-b) if Adopted by Town Standard (\$50) / Optional (\$51 up to \$750)</p> <p><input type="checkbox"/> Tax Credit for Service-Connected Total Disability (RSA 72:35) Standard (\$700) / Optional (\$701 up to \$4,000)</p> <p><input type="checkbox"/> Tax Credit for Surviving Spouse (RSA 72:29-a) of any person who was killed or died while on active duty</p> <p><input type="checkbox"/> Tax Credit for Combat Service (RSA 72:28-c) if Adopted by Town (\$50 up to \$500)</p> <p><input type="checkbox"/> Certain Disabled Veterans (Exemption) (RSA 72:36-a)</p> <p>3. Veteran's Name: _____ Dates of Military Service: Enter (MMDDYYYY) _____ 4. Date of Entry: _____ 5. Date of Discharge/Release: _____</p> <p>IF A VETERAN OF ALLIED COUNTRY: (RSA 72:32)</p> <p>6. Name of Allied Country Served in: _____ 7. Branch of Service: _____</p> <p>8. Please Check One: <input type="radio"/> US Citizen at time of entry into Service <input type="radio"/> Alien but resident of NH at time of entry into Service</p> <p>9. Does any other eligible Veteran own interest in this property? YES <input type="radio"/> NO <input type="radio"/> IF YES, provide name: _____</p>
	<p>STEP 3 EXEMPTIONS</p> <p>STANDARD EXEMPTIONS</p> <p>10. <input type="checkbox"/> Elderly Exemption (Must be 65 years of age on or before April 1 of year for which exemption is claimed) (RSA 72:39-a) (Enter numbers only MMDDYYYY) 10a. Applicant's Date of Birth: _____ 10b. Spouse's Date of Birth: _____</p> <p>11. <input type="checkbox"/> Improvements to Assist Persons with Disabilities (RSA 72:37-a)</p> <p>LOCAL OPTIONAL EXEMPTIONS (if adopted by city/town)</p> <p>12. <input type="checkbox"/> Blind Exemption (RSA 72:37) <input type="checkbox"/> Solar Energy Systems Exemption (RSA 72:62)</p> <p><input type="checkbox"/> Deaf Exemption (RSA 72:38-b) <input type="checkbox"/> Wind-Powered Energy Systems Exemption (RSA 72:66)</p> <p><input checked="" type="checkbox"/> Disabled Exemption (RSA 72:37-b) <input type="checkbox"/> Woodheating Energy Systems Exemption (RSA 72:70)</p>
	<p>STEP 4 RESIDENCY</p> <p>13. <input type="checkbox"/> NH Resident for One Year preceding April 1 in the year in which the tax credit is claimed (Veterans' Tax Credit)</p> <p><input checked="" type="checkbox"/> NH Resident for Five Consecutive Years (Deaf) or At least Five Years (Disabled) preceding April 1 in the year the exemption is claimed</p> <p><input type="checkbox"/> NH Resident for Three Consecutive Years preceding April 1 in the year the exemption is claimed (Elderly Exemption)</p>
<p>STEP 5 OWNERSHIP</p> <p>14. Do you own 100% interest in this residence? <input checked="" type="radio"/> Yes <input type="radio"/> No If NO, what percent (%) do you own? _____</p>	
<p>STEP 6 SIGNATURES</p> <p>Under penalties of perjury, I declare that I have examined this document and to the best of my belief the information herein is true, correct and complete.</p> <p>SIGNATURE (IN INK) OF PROPERTY OWNER: <u>Serenity Hamm-Littlefield</u> DATE: <u>01-12-22</u></p> <p>SIGNATURE (IN INK) OF PROPERTY OWNER: _____ DATE: _____</p>	

MUNICIPAL AUTHORIZATION - TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

VETERANS' TAX CREDIT

MUNICIPAL TAX MAP	BLOCK	LOT	AMOUNT	GRANTED	DENIED	DATE
<input type="checkbox"/> Veterans' Tax Credit RSA 72:28 (Standard \$50, Optional \$51 up to \$750)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> All Veterans' Tax Credit RSA 72:28-b (Standard \$50, Optional \$51 up to \$750)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Tax Credit for Service-Connected Total Disability (Standard \$700, Optional \$701 up to \$4,000)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Surviving Spouse Tax Credit (Standard \$700, Optional \$701 up to \$2,000)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Tax Credit for Combat Service pursuant to RSA 72:28-C (\$50 up to \$500)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Review Applicable Discharge Papers Form(s):						
<input type="checkbox"/> Other Information:						

VETERANS' EXEMPTION

Certain Disabled Veterans' Exemption     Veteran     Surviving Spouse    GRANTED  DENIED

APPLICABLE ELDERLY, DISABLED AND DEAF EXEMPTION INCOME AND ASSET LIMITS

CONTACT YOUR MUNICIPALITY FOR INCOME AND ASSET LIMITS

Income Limits	Deaf Exemption	Disabled Exemption	Elderly Exemption	Elderly Exemption Per Age Category
Single				65-74 years of age
Married				75-79 years of age
Asset Limits				80+ years of age
Single				
Married				

TY 22  
ESR

STANDARD and LOCAL OPTIONAL EXEMPTIONS (if adopted by the City/Town)

	AMOUNT	GRANTED	DENIED	DATE
<input type="checkbox"/> Elderly Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Improvements to Assist Persons with Disabilities		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Blind Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Deaf Exemption		<input type="radio"/>	<input type="radio"/>	
<input checked="" type="checkbox"/> Disabled Exemption	110,000	<input checked="" type="radio"/>	<input type="radio"/>	2/15/22
<input type="checkbox"/> Solar Energy Systems Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Woodheating Energy Systems Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Wind-powered Energy Systems Exemption		<input type="radio"/>	<input type="radio"/>	

A photocopy of this Form (Pages 1 and 2) or Form PA-35 must be returned to the property owner after approval or denial.

The following documentation may be requested at the time of application in accordance with RSA 72:34, II

<input type="checkbox"/> * List of assets, value of each asset, net encumbrance and net value of each asset.	<input type="checkbox"/> * State Interest and Dividends Tax Form.
<input type="checkbox"/> * Statement of applicant and spouse's income.	<input type="checkbox"/> * Property Tax Inventory Form filed in any other town.
<input type="checkbox"/> * Federal Income Tax Form	

\* Documents are considered confidential and are returned to the applicant at the time a decision is made on the application.

Municipal Notes

Taxpayer meets all statutory requirements to qualify for the Disabled Exemption pursuant to RSA 72:37-b.

PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE
PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE
PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE
PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE



**TOWN OF HENNIKER APPOINTMENT**

To **Jennifer Lopez**, of Henniker, NH, in the County of Merrimack:

**Town of Henniker Board of Selectmen:**

*Motion:* To accept the Volunteer Application of Jennifer Lopez, appointing him as a Volunteer Member of the Concert Committee until September 1, 2025.

BOARD OF SELECTMEN:

_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____



REPORT OF SETTLEMENT MEETING & ORDER

Appeal Name: Dianne Hyde v. Town of Henniker

Docket Number(s): 30242 - 20 PT

Mediation Deadline: February 22, 2022

Date(s) of Settlement Meeting: February 17, 2022 at 10AM by telephone

**Note:** If the parties are unable to meet in person, they can accomplish this requirement by telephonic or other electronic means. Date must be *after* appeal was filed with BTLA.

Parties with authority to settle in attendance:

Taxpayer: Dianne Hyde, owner  
Name/Title \_\_\_\_\_ Name/Title \_\_\_\_\_

Municipality: Sandra Schmucki, VGSI  
Name/Title town contractor Name/Title \_\_\_\_\_

1.  Check if an Appraisal was submitted by the Taxpayer during mediation.

If an Appraisal was not submitted during mediation, it will be excluded at hearing in accordance with Tax 203.07(g).

2. The Parties hereby report to the Board the following:

Appeal settled during Settlement Meeting and no hearing is necessary.  
A written settlement agreement, covering essential terms, signed by the parties:

is attached or  will be submitted within thirty (30) days in accordance with Tax 201.23;  
if the agreement is not submitted within 30 days, the appeal shall be marked:  
"case settled; no further action, no costs" without further board order.

Appeal settled *in part*. A written partial settlement agreement, covering, for example, any settled lot(s), disputed issues or other essential terms, signed by the parties:

is attached or  will be submitted within thirty (30) days in accordance with Tax 201.23;  
if the agreement is not submitted within 30 days, the appeal shall be marked:  
"case settled; no further action, no costs" without further board order.

Taxpayer hereby withdraws the appeal in accordance with Tax 201.22 and the appeal shall be marked without further board order: "withdrawn; no further action."

Appeal, after substantive discussions, did not settle during our Settlement Meeting and a hearing is necessary.

3. We acknowledge this Report is a mutual agreement signed by Parties with authority and upon the filing with the Board of Tax & Land Appeals the contents will become an Order.

Taxpayer: Dianne Hyde 2/17/2022  
Name/Title \_\_\_\_\_ Date \_\_\_\_\_ Name/Title \_\_\_\_\_ Date \_\_\_\_\_

Municipality: \_\_\_\_\_  
Name/Title \_\_\_\_\_ Date \_\_\_\_\_ Name/Title \_\_\_\_\_ Date \_\_\_\_\_

Please forward this Report and any original signed agreement to: \_\_\_\_\_

TO: David V. Kane Revocable Trust  
93 Shore Dr. Henniker, New Hampshire



FROM: Sandra Schmucki, Project Manager and  
Residential Appraiser, Vision Government Solutions



DATE: February 18, 2022

RE: BTLA Appeal for Assessment date April 1, 2020

After reviewing the details of the BTLA appeal, the documentation provided by property owner David V. Kane Revocable Trust, and exterior inspection of buildings on January 28, 2022, the following recommendations are made to the town of Henniker regarding abatements for real property.

**Docket # 30216-20PT for parcel id 1//110/C 7 at 93 Shore Dr.**

The owner did *not* submit an appraisal to support his \$425,000 opinion of market value. On January 28, 2022, inspected and measured the exterior of the house and detached garage. The inspector found the lower area (URB) of the 19x21 section of the house is a garage underneath (UGR) with a double garage door and ramp made of paving stones for access. That area of the sketch is corrected by replacing the URB code with UGR code.

The subject is a single family waterfront house. Three comparable properties provided with the BTLA application in Section H are single family use. After reviewing the subject in comparison to the other waterfront single family houses on Shore Drive, found the land assessment of the subject is fair and consistent.

During today's settlement meeting, we discussed the extra kitchen with the 2017 date when the kitchen was added to the assessing record. David provided photographs of the kitchen area located in his basement, showing no stove. There is limited room to add a stove, therefore overrode the value for the kitchen to zero. The sink and cabinets are listed as a wet bar, in as an extra fixture for consistency within Henniker.

After reviewing the subject property record card with the comparable properties mentioned in the abatement application, David Kane and Sandra Schmucki came to a settlement agreement of \$460,000 for the appraised value for the property. The settlement agreement will take effect after approval of the Henniker Select Board members.

This memorandum serves as a written settlement agreement for the NH Board of Tax and Land Appeals, the Town of Henniker Select Board, and David V. Kane, Trustee. Sandra Schmucki of Vision Government Solutions was authorized by the Town of Henniker to settle in attendance. See the signatures at the top of the page for both parties as agreeing to the terms.

REPORT OF SETTLEMENT MEETING & ORDER

Appeal Name: David V. Kane Revocable Trust v. Town of Henniker

Docket Number(s): 30216-20 PT

Mediation Deadline: February 22, 2022

Date(s) of Settlement Meeting: February 18, 2022 at 9 AM

Note: If the parties are unable to meet in person, they can accomplish this requirement by telephonic or other electronic means. Date must be after appeal was filed with BTLA.

Parties with authority to settle in attendance:

Taxpayer: David V. Kane Trustee

Municipality: Sandra Schmucki, Vision Government Solutions

1. Check if an Appraisal was submitted by the Taxpayer during mediation.

If an Appraisal was not submitted during mediation, it will be excluded at hearing in accordance with Tax 203.07(g).

2. The Parties hereby report to the Board the following:

Appeal settled during Settlement Meeting and no hearing is necessary. A written settlement agreement, covering essential terms, signed by the parties: is attached or will be submitted within thirty (30) days in accordance with Tax 201.23; if the agreement is not submitted within 30 days, the appeal shall be marked: "case settled; no further action, no costs" without further board order.

Appeal settled in part. A written partial settlement agreement, covering, for example, any settled lot(s), disputed issues or other essential terms, signed by the parties: is attached or will be submitted within thirty (30) days in accordance with Tax 201.23; if the agreement is not submitted within 30 days, the appeal shall be marked: "case settled; no further action, no costs" without further board order.

Taxpayer hereby withdraws the appeal in accordance with Tax 201.22 and the appeal shall be marked without further board order: "withdrawn; no further action."

Appeal, after substantive discussions, did not settle during our Settlement Meeting and a hearing is necessary.

3. We acknowledge this Report is a mutual agreement signed by Parties with authority and upon the filing with the Board of Tax & Land Appeals the contents will become an Order.

Taxpayer: David V. Kane Trustee 2/18/2022

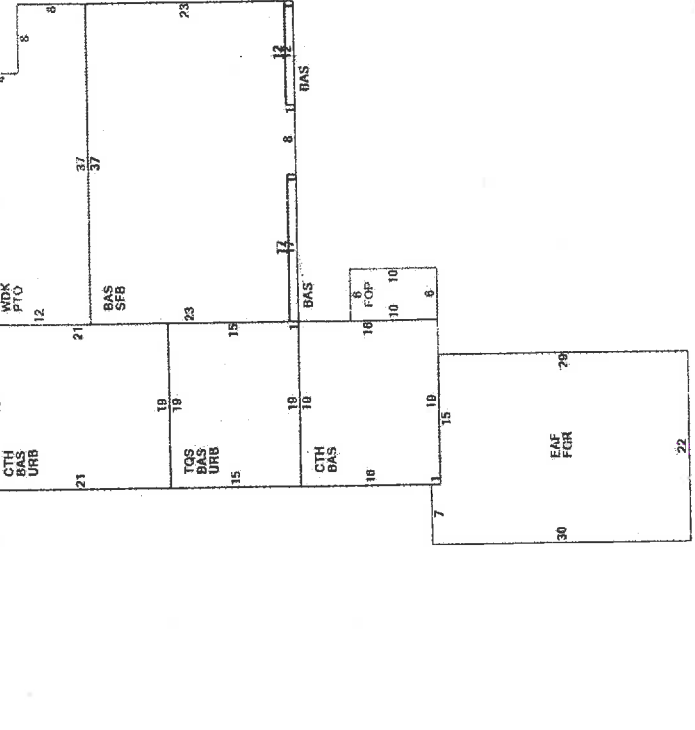
Municipality: Sandra Schmucki, Vision Government Solutions

Please forward this Report and any original signed agreement to:



**CONSTRUCTION DETAIL (CONTINUED)**

Element	Cd	Description	Element	Cd	Description
Style:	07	Modern/Contemp			
Model:	01	Residential			
Grade:	04	Average +10			
Stories:	1.75				
Occupancy	1				
Exterior Wall 1	11	Clapboard			
Exterior Wall 2	03	Gable/Hip			
Roof Structure:	03	Asph/F Gls/Cmp			
Roof Cover	05	Drywall/Sheet			
Interior Wall 1	11	Ceram Clay Ttl			
Interior Wall 2	13	Parquet			
Interior Flr 1	04	Electric			
Interior Flr 2	07	Electr Basebrd			
Heat Fuel	01	None			
Heat Type:	03	3 Bedrooms			
AC Type:	3				
Total Bthrms:	0				
Total Half Baths	7				
Total Xtra Fixtrs	02	Average			
Total Rooms:	02	Average			
Bath Style:					
Kitchen Style:					



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Bilt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
FPL3	Fireplace 2 St.	B	1	3000.00	2002	87			0.00	2,600
FGR5	Garage w Loft	L	960	43.00	2008	75			0.00	31,000
KTH	Kitchen	B	1	5000.00	2002	87			0.00	4,400
GEN	Generator	B	1	0.00	2002	87			0.00	0

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	1,876	1,876	1,876	94.03	176,408
CTH	Cathedral Ceil	0	703	70	9.36	6,582
EAF	Attic, Expansion, Finished	323	645	323	47.09	30,373
FGR	Garage	0	645	226	32.95	21,252
FOP	Open Porch	0	60	12	18.81	1,128
PTO	Patio	0	412	41	9.36	3,855
SFB	Base, Semi-Finished	0	859	515	56.38	48,427
TQS	Three Quarter Story	228	285	228	75.23	21,440
URB	Basement, Unfinished, Raised	0	684	205	28.18	19,277
WDK	Deck, Wood	0	412	41	9.36	3,855
	Ttl Gross Liv / Lease Area	2,427	6,581	3,537		332,598





3/1/2022

**ABATEMENT**

To the Collector of Taxes.

By vote of the Board of Selectmen upon the application of:

**David V Kane Revocable Trust**

Residence: **93 Shore Drive / Map 1, Lot 110-C7**

We have abated the amount of: **\$17,800 of valuation refunding \$579.56 plus 6.67 interest = \$586.23**

Settlement of BTLA case. Valuation of \$477,800 lowered to \$460,000 reflecting the \$17,800 of valuation.

Per Order:

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**Board of Selectmen**





3/1/2022

**ABATEMENT**

To the Collector of Taxes.

By vote of the Sewer Commissioners upon the application of:

**Robert Reno**

Residence: **04-11008S**

We have abated the amount of: 353.59 (metered invoiced 593.59 lowered to minimum bill \$240)

See attached, unknown leak.

Per Order:

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

**Sewer Commissioners**

Robert Reno, Nancy Jackson-Reno  
134 Western Avenue  
Henniker, NH 03242

November 19, 2021

Henniker Waste Water Treatment  
18 Depot Hill Road  
Henniker, NH 03242

RE: Wastewater Invoice, 10/14/2021; account # 04-11008S

Dear friends,

The above referenced invoice is in error as I'll summarize, and will accordingly need to be revised and resubmitted. (I have spoken with Joe Devine to this effect.)

The invoice reflects usage at a rate well over double our historical household use pattern, for which I could find no explanation. On October 28 at our request Ryan Bumford promptly created an extraction report on the historical meter readings, which showed a steady 'leak' beginning around noon on August 17 and reaching a steady rate of approx. 0.34 gpm, and ongoing at approx. that rate. We could find no leak but to the contrary with the help of a professional plumber [Hillside Mechanical] found that the meter was still showing a steady flow at that rate when the water was disconnected streetside. On November 9, Ryan observed the same and replaced the dysfunctional meter which still showed the phantom flow with a new meter which subsequently showed no such 'leak'. He returned that faulty meter to Badger Meter Company. The new meter is functioning properly, but that leaves us with the hanging chad of no legitimate meter readings for either this waste water billing period, or the next. (The same will apply to the upcoming billing period and invoice from Cogswell Spring for metered water usage.)

Parenthetically, we have both video and photo evidence documenting all of the above conclusively, on top of corroborating eye witness testimony of both Ryan Bumford and Jim Dumas of Hillside Mechanical. There is really no basis for further ambiguity. (Being team players, we will not charge the Town for our cost to hire a professional plumber to troubleshoot this situation, provided that you rectify the situation promptly in the interests of fairness.)

Accordingly, could you kindly revise and resubmit the referenced invoice to reflect last known water consumption, and make the same adjustments to the next sewer and water invoices, which will also be corrupted by the periodicity of the faulty meter readings?

Please let us know if you have questions. Otherwise we will keep our powder dry until we receive a corrected invoice from you, which we trust will reflect a rate of usage not to exceed our most recent legitimate invoice. We'll then expect the same on both the next sewer and water bills, until the respective periods including the fault in the metering have expired.

Thanks for your kind attention;

Robert & Nancy Reno

Cc: Joe Devine

**Henniker Waste Water Treatment**  
 18 Depot Hill Road  
 Henniker, NH 03242

**Sewer Usage Charges**

Meter Number	Readings	Account Number	Last Payment Date	Last Paid Amount
86227351	3/31/2021 276,073	04-11008S	4/30/2021	\$240.00
		BILLING DATE	Service Location	
		10/14/2021	134 WESTERN AVENUE	\$0.00
				Water
				\$0.00
				Sewer
				\$593.59
		USAGE	CURRENT CHARGES	
		34,680	\$593.59	
		Due Date	Pay This Amount	
		\$0.00	<del>\$593.59</del>	

RENO ROBERT S  
 RENO NANCY J  
 134 WESTERN AVENUE  
 HENNIKER NH 03242

**NOTES:**

Sewer Service Dates: (03/31/2021-10/01/2021) <- Interest begins at 8% after due date of 11/23/2021

**TAX COLLECTOR OFFICE HOURS:**

MONDAY 8:00 A.M. - 5:30 P.M.  
 TUESDAY 8:00 A.M. - 4:30 P.M.  
 WEDNESDAY 8:00 A.M. - 4:30 P.M.  
 THURSDAY CLOSED  
 FRIDAY 8:00 A.M. - 4:30 P.M.  
 SECOND / FOURTH 8:00 A.M. - 10:00 A.M.  
 SATURDAY OF MONTH

603-428-3240

*form - POLAND CROWN*

*Basic Cogeneration  
 3rd Floor  
 D-20  
 738-3237*

*10/1 310,73  
 10/1 276,073  
 10/1 310,73  
 10/1 276,073  
 10/1 310,73  
 10/1 276,073*

**Henniker Waste Water Treatment**  
 18 Depot Hill Road  
 Henniker, NH 03242

**Sewer Usage Charges**

Meter Number	Readings	Account Number	Last Payment Date	Last Paid Amount
86227351	3/31/2021 276,073	04-11008S	4/30/2021	\$240.00
		BILLING DATE	Service Location	
		10/14/2021	134 WESTERN AVENUE	\$0.00
				Water
				\$0.00
				Sewer
				\$593.59
		USAGE	CURRENT CHARGES	
		34,680	\$593.59	
		Due Date	Pay This Amount	
		\$0.00	<del>\$593.59</del>	

RENO ROBERT S  
 RENO NANCY J  
 134 WESTERN AVENUE  
 HENNIKER NH 03242

Please return one stub with payment and make checks payable to Henniker Waste Water Treatment

*\$240.00*



Town Hall  
18 Depot Hill Road  
Henniker, NH 03242

Tel: (603) 428-3221  
Fax: (603) 428-4366

Incorporated November 10, 1768  
"Only Henniker on Earth"

## TOWN OF HENNIKER, NEW HAMPSHIRE

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# STAFF REPORT

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**DATE:** 3/1/2022

**TITLE:** Revaluation Start-up Meeting

**INITIATED BY:** Wendy Baker, Executive Assistant

**PREPARED BY:** Wendy Baker, Executive Assistant

**PRESENTED BY:** Wendy Baker, Executive Assistant

**AGENDA DESCRIPTION:**

Avitar Associates and the Department of Revenue Administration are here to have a Start-up Revaluation meeting with the Board. They are here to talk about the process and answer any questions.

**Legal Authority:** N/A

**Financial Details:** N/A

**Town Administrator Comment:**

N/A

**Suggested Action/Recommendation:**

*Suggested Motion:*

*No formal action is necessary.*



Lindsey M. Stepp  
Commissioner

Carolyn J. Lear  
Assistant Commissioner

## State of New Hampshire Department of Revenue Administration

109 Pleasant Street  
PO Box 487, Concord, NH 03302-0487  
Telephone (603) 230-5000  
www.revenue.nh.gov



MUNICIPAL & PROPERTY  
DIVISION  
James P. Gerry  
Director

Samuel T. Greene  
Assistant Director

Dec 10, 2021

TOWN OF HENNIKER  
OFFICE OF SELECTMEN  
18 DEPOT HILL ROAD  
HENNIKER, NH 03242

Dear Selectmen/Assessing Officials,

The Department of Revenue Administration is charged with the responsibility of annually equalizing the local assessed valuation of municipalities and unincorporated places throughout the state. The Department has conducted a sales-assessment ratio study using market sales, which have taken place in Henniker between October 1, 2020 and September 30, 2021. Based on this information, we have determined the average level of assessment of land, buildings and manufactured housing as of April 1, 2021.

Based on the enclosed survey, we have determined a median ratio for the land, buildings and manufactured housing in Henniker for Tax Year 2021 to be **75.4%**. The median ratio is the generally preferred measure of central tendency for assessment equity, monitoring appraisal performance, and determining reappraisal priorities, or evaluating the need for reappraisal. The median ratio, therefore, should be the ratio used to modify the market value of properties under review for abatement to adjust them in accordance with the overall ratio of all properties in Henniker.

We have also determined the overall equalization assessment - sales ratio for the land, buildings, utilities, and manufactured housing in Henniker for Tax Year 2021 to be **73.8%**. This ratio will be used to equalize the modified local assessed valuation for all land, buildings, utilities, and manufactured housing in Henniker.

In an effort to provide municipalities with more detailed information regarding their level of assessment (i.e. equalization ratio) and dispersion (i.e. coefficient of dispersion and price-related differential), we have prepared separate analysis sheets for various property types (stratum). See attached summary sheet showing Henniker's stratified figures and a further explanation of the DRA's stratified analysis.

**Please review the list of sales used in determining your assessment-sales ratio. If any incorrect data has been used, or if you would like to meet with me to discuss this ratio or an alternate ratio methodology as outlined in the accompanying information sheet, please contact me immediately.**

You will be notified of Henniker's total equalized valuation when the Department has completed its process of calculating the total equalized valuation.

Linda Kennedy  
Supervisor

James Gerry  
Municipal and Property Director

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

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.



Town Hall  
18 Depot Hill Road  
Henniker, NH 03242

Tel: (603) 428-3221  
Fax: (603) 428-4366

Incorporated November 10, 1768  
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## TOWN OF HENNIKER, NEW HAMPSHIRE

---

# STAFF REPORT

---

**DATE:** 3/1/2022  
**TITLE:** Volunteer Appointment  
**INITIATED BY:** Wendy Baker - Executive Assistant  
**PREPARED BY:** Wendy Baker - Executive Assistant  
**PRESENTED BY:** Wendy Baker - Executive Assistant

**AGENDA DESCRIPTION:**

Jennifer Lopez has submitted an Application for Volunteer Position on the Concert Committee.

**Legal Authority:** N/A

**Financial Details:** N/A

**Town Administrator Comment:**

Concur.

**Suggested Action/Recommendation:**

*Suggested Motion: move to accept the Volunteer Application of Jennifer Lopez, appointing her as a Volunteer Member of the Concert Committee until September 1, 2025.*





**Town of Henniker**

18 Depot Hill Road  
Henniker, NH 03242  
Phone (603) 428-3221 / Fax (603) 428-4366  
www.henniker.org

**APPLICATION FOR VOLUNTEER POSITION**

COMMITTEE / BOARD: Henniker concert committee

NAME (as it should appear on Appointment Form):

FULL NAME: Jennifer Lopez

PHONE: 617-833-2913

PHYSICAL ADDRESS: 488 Foster Hill Road, Henniker NH 03242

MAILING ADDRESS: 488 Foster Hill Road, Henniker NH 03242

EMAIL ADDRESS: Jlo@boladogroup.com

Why are you seeking this appointment?:

I want to be a part of something that is so important to the community.

What experience would you bring to this position?:

My family has been involved in the music industry for over 6 years. I have organized gathering and events in th

Do you have any specific goals or objectives you would seek to implement if you are appointment to this position?:

Bring more people to Main Street , support local business. Bring the community closer. New residence existing residence and possibly soon to be residents.

SIGNATURE:

DATE: 2/9/22



Town Hall  
18 Depot Hill Road  
Henniker, NH 03242

Tel: (603) 428-3221  
Fax: (603) 428-4366

Incorporated November 10, 1768  
"Only Henniker on Earth"

## TOWN OF HENNIKER, NEW HAMPSHIRE

---

# STAFF REPORT

---

**DATE:** 3/1/2022  
**TITLE:** Concert Committee  
**INITIATED BY:** Ruth Zax, Concert Committee Chair  
**PREPARED BY:** Wendy Baker, Executive Assistant  
**PRESENTED BY:** Ruth Zax, Concert Committee Chair

**AGENDA DESCRIPTION:**

Ruth Zax would like to revisit the discussion regarding using the Community Center as a backup in the event of rain during the summer for the concert series.

**Legal Authority:**

**Financial Details:**

**Town Administrator Comment:**

N/A

**Suggested Action/Recommendation:**



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## TOWN OF HENNIKER, NEW HAMPSHIRE

---

# STAFF REPORT

---

**DATE:** 2/15/2022  
**TITLE:** Liberty Hill Road Culvert  
**INITIATED BY:** Leo Aucoin, Superintendent  
**PREPARED BY:** Wendy Baker, Executive Assistant  
**PRESENTED BY:** Leo Aucoin, Superintendent

**AGENDA DESCRIPTION:**

Liberty Hill Road cross culvert needs to be replaced, this is a tier three stream crossing, and a bottomless culvert is required by new DES standards. Enclosed are the designs and specs. by Mike Vignale.

**Legal Authority:**

**Financial Details:**

**Town Administrator Comment:**

N/A

**Suggested Action/Recommendation:**

I would like the board to authorize the Superintendent of Highway to advertise the project for bids.

*Suggested Motion:*

DOCUMENTS AND SPECIFICATIONS

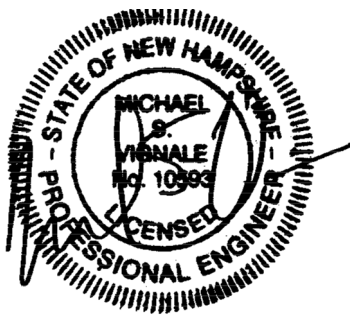
FOR CONSTRUCTION OF

**LIBERTY HILL ROAD CULVERT**  
**REPLACEMENT**

FOR THE

**TOWN OF HENNIKER, NEW HAMPSHIRE**

**FEBRUARY 18, 2022**



**KVPartners LLC**  
P.O. Box 432  
New Boston, New Hampshire 03070

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**DIVISION 0**



## SECTION 00010

### INVITATION TO BID

The Town of Henniker invites sealed bids for the **Liberty Hill Road Culvert Replacement** until noon on \_\_\_\_\_, at the office of the Town Administrator, Town of Henniker, 18 Depot Hill Road, Henniker, NH 03242 at which time and place all Bids will be publicly opened and read. Bids submitted after this time or those that do not comply with the bid requirements will not be accepted.

The work includes construction of an open bottom box culverts wing walls, road reconstruction, utility relocations, rip-rap, guardrail, and associated work located in Henniker, NH.

A pre-bid conference will be held on \_\_\_\_\_ at 9:00 AM in the Henniker Town Hall, 18 Depot Hill Road, Henniker, NH 03242 to discuss the project details. All bidders are encouraged to attend.

Plans have been prepared by KVPartners, LLC, P.O. Box 432, New Boston, NH 03070, Ph. (603) 413-6650, Fax (866) 587-0507, email [MVignale@KVPLLC.com](mailto:MVignale@KVPLLC.com). Contract Documents may be examined at the Office of the Town Administrator, Town of Henniker, 18 Depot Hill Road, Henniker, NH 03242; Construction Summary of NH, 734 Chestnut Street, Manchester, NH 03104; and Associated General Contractors of NH, 48 Grandview Road, Bow, NH 03304. Contract Documents may be obtained only from KVPartners (contact information above) at no cost in PDF form and paper copies of the plans and specifications can be provided, if required, at non-refundable cost of \$50.

Each Bid shall be accompanied by a bid security in the form of a certified, treasurer's or cashier's check or Bid Bond in the sum of five (5) percent of the Bid Price.

The Owner reserves the right to reject any or all Bids, should the Owner deem it to be in the public interest to do so. All questions concerning the plans and specifications shall be directed to KVPartners, LLC.

The Town of Henniker is an equal opportunity/affirmative action agency. All qualified proposals will receive consideration without regard to race, color, religion, creed, age, sex, or national origin. Minority owned and women owned contractors are encouraged to submit bids.

END OF SECTION

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### PART 1 - GENERAL

##### 1.1 BID DOCUMENTS

- A. Complete sets of Bid Documents in the number and for the deposit sum, if any, may be examined and obtained as stated in the Invitation to Bid.
- B. Complete sets of Bid Documents must be used in preparing Bids. Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid documents.

##### 1.2 QUALIFICATIONS OF BIDDER

- A. No award will be made to any Bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully within the time specified. The Owner's decision or judgment on these matters shall be final, conclusive, and binding.
- B. The Owner may make such investigations as it deems necessary, and the Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

##### 1.3 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Bidders must satisfy themselves by personal examination of the site of the Work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the Work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.
- B. All information given on the Drawings or in the other Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of Bidders and is not guaranteed.
- C. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as those indicated on the Drawings or in the other Contract Documents.
- D. It is agreed further and understood that no Bidder or contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions,

natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

#### 1.4 AVAILABILITY OF LANDS FOR WORK

- A. The lands upon which the Work is to be performed including rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents.
- B. Lands required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated into the Work not identified in the Contract Documents as specified above are to be obtained and paid for by the Contractor.
- C. The Contractor has no rights of access to lands unless he obtains them from the proper parties.
- D. The Contractor shall not work on property requiring obtaining of an easement until the Owner has obtained the necessary easement.
- E. The Contractor shall have no claim for additional compensation or damage on account of any delay in obtaining the necessary easements.

#### 1.5 OTHER CONTRACTS

- A. It is essential that all parties interested in the project cooperate to the end that the entire project will be brought to a successful conclusion as rapidly as possible, but the Owner cannot guarantee that no interference or delay will be caused thereby. Interference and delay resulting from such cooperation shall not be the basis of claims against the Owner.

#### 1.6 INTERPRETATIONS AND ADDENDA

- A. Answers will be given to prospective Bidders in reply to written questions to clarify the Drawings or Contract Documents if submitted at least 5 days in advance of the bid opening. Any information given to Bidders other than by means of the Drawings and other Contract Documents, including Addenda, as described below, is given informally, for information and the convenience of the Bidder only and is not guaranteed. The Bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the Bidder to assert any claim or demand against the Owner or the Engineer on account thereof.
- B. The Engineer will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. As soon as possible and at least 72 hours prior to the receipt of Bids, he will send a copy of these Addenda to those prospective Bidders and parties known to have taken out sets of the Drawings and Contract Documents.

- C. The Contractor agrees to use and base his/her Bid on the products and methods designated or described in the Specifications as amended by the Addenda.

#### 1.7 BID SECURITY

- A. Each Bid must be accompanied by a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company and payable to the order of the Owner or by a Bid Bond duly executed and acknowledged by the Bidder, as Principal, and by a surety company qualified to do business in New Hampshire and satisfactory to the Owner, as Surety. The check or Bid Bond shall be in the sum of 5% of the Bid amount and shall be enclosed in the sealed envelope containing the Bid.
- B. Each such check or Bid Bond may be held by the Owner as security for the fulfillment of the Bidder's agreements as hereinabove set forth and as set forth in the Bid. Should the Bidder fail to fulfill such agreements his Bid check shall become the property of the Owner or if a Bid Bond was furnished, the Bid Bond shall become payable to the Owner, as liquidated damages; otherwise, the Bid check shall be returned to the Bidder as hereinafter provided, or if the security is a Bid Bond, the Bid Bond shall become null and void.
- C. Bid security's will be returned to all except the three lowest Bidders within five days, Sundays and legal holidays excluded, after the opening of Bids, and to the three lowest Bidders within five days, Sundays and legal holidays excluded, after the Owner and the accepted Bidder have executed the Agreement. In the event that the Agreement has not been executed by both the accepted Bidder and the Owner within 30 consecutive days after the opening of Bids, the Bid security will be returned promptly upon demand of any Bidder who has not been notified of the acceptance of his Bid.
- D. Bid security's accompanying Bids which are rejected will be returned within five days, Sundays and legal holidays excluded, after rejection.
- E. None of the three lowest Bids shall be deemed rejected, notwithstanding acceptance of any Bid, until the Agreement has been executed by both the Owner and the accepted Bidder.

#### 1.8 WITHDRAWAL OF BIDS

- A. Except as hereinafter in this subsection otherwise expressly provided, once his Bid is submitted and received by the Owner for consideration and comparison with other Bids similarly submitted, the Bidder agrees that he may not and will not withdraw it within 120 days after the actual date of the opening of Bids.
- B. Upon proper written request and identification, Bids may be withdrawn only as follows:
  - 1. At any time prior to the designated time for the opening of Bids.
  - 2. Provided the Bid has not theretofore been accepted by the Owner, at any time subsequent to the expiration of the period during which the Bidder has agreed not to withdraw his Bid.

- C. Unless a Bid is withdrawn as provided above, the Bidder agrees that it shall be deemed open for acceptance until the Agreement has been executed by both parties thereto or until the Owner notifies a Bidder in writing that his Bid is rejected or that the Owner does not intend to accept it. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

#### 1.9 RIGHT TO REJECT BIDS

- A. The Owner reserves the right to reject any or all Bids, should the Owner deem it to be in the public interest to do so.
- B. The Owner may reject Bids which in its sole judgment are incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the Owner may waive such omissions, conditions or irregularities.
- C. If, at the time this contract is to be awarded, all Bids submitted by responsible Bidders exceed the amount of the funds available to finance the contract, the Owner may reject all bids or take any other action deemed to be in the best interest of the Owner.

#### 1.10 COMPARISON OF BIDS

- A. The Owner agrees to examine and consider each Bid submitted in consideration of the Bidder's agreements, as hereinabove set forth and as set forth in the Bid.

#### 1.11 REDUCTION IN SCOPE OF WORK

- A. The Owner reserves the right to decrease the scope of the work to be done under this contract and to omit any work in order to bring the cost within available funds. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any items as set forth in the Bid, either prior to executing the contract or at any time during the progress of the work. The Owner further reserves the right, at any time during the progress of the work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

#### 1.12 CONTRACT BONDS

- A. The Bidder whose Bid is accepted agrees to furnish a Performance Bond and Payment Bond, each in the sum of the full amount of the Contract and duly executed by the said Bidder as Principal and by a surety company qualified to do business under the laws of the State of New Hampshire and satisfactory to the Owner, as Surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

#### 1.13 EXECUTION OF AGREEMENT

- A. The Bidder whose Bid is accepted will be required and agrees to duly execute the Agreement and furnish the required Contract Bond within the time limit stated in the Bid after notification that the Agreement is ready for signature.

1.14 INSURANCE CERTIFICATES

- A. The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurances called for under Supplemental Conditions.

1.15 SALES AND USE TAX

Not Used

1.16 SAFETY AND HEALTH REGULATIONS

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

1.17 PRE-BID CONFERENCE

- A. A pre-bid conference will be held on \_\_\_\_\_ at 9:00 AM in the Henniker Town Hall, 18 Depot Hill Road, Henniker, NH 03242 to discuss the project details. All bidders are encouraged to attend.

1.18 BASIS OF AWARD

- A. The Owner reserves the right to award the contract to a Bidder that is not the lowest responsible and responsive Bidder. Although the Bid price will be a substantial factor in the Owner's award, the final award will be based on the Owner's determination, in its sole discretion, of which Bid will be in the best interest of the Owner.
- B. The Owner will evaluate the Bid submitted by Bidders based on the lump sum price/ total base bid in such a manner as is deemed to be in the best interests of the Owner.

END OF SECTION

SECTION 00300

BID FORM

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Project Identification: Liberty Hill Road Culvert Replacement, Henniker, NH
- B. Proposal of: \_\_\_\_\_ (hereinafter referred to as Bidder) organized and existing under the laws of the State of \_\_\_\_\_ doing business as a \_\_\_\_\_ (specify corporation; partnership; or individual).
- C. This Bid is Submitted To: Town of Henniker, New Hampshire
- D. Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Town in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the bid price and within the contract times stated and in accordance with all other terms and conditions of the Contract Documents.
- E. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders.
- F. Bidder hereby agrees that this Bid will remain subject to acceptance for sixty (30) days, excluding weekends and legal holidays, after the actual date of the opening of the Bid.
- G. Bidder hereby agrees to sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required within five (5) calendar days after the date of Town's Notice of Award.
- H. In submitting this Bid, Bidder represents and declares the following:
  - 1. Bidder has examined and carefully studied the Bid Documents.
  - 2. Bidder acknowledges receipt of the following Addenda (List Addenda by Addendum Number and Date):

Number	Date

- 3. Bidder has visited and carefully examined the site of the proposed Work and has become thoroughly familiar with and is fully satisfied as to the conditions that exist at the site; the character, requirements and extent of the proposed Work, and the difficulties in executing the work that may affect cost, progress, performance and furnishing of the Work.
- 4. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations and may affect cost, progress, performance and furnishing of the Work.

5. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder accepts the determination of the technical data contained in such reports and drawings upon which Bidder is entitled to rely. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes.
6. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
7. Bidder acknowledges that Town and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site.
8. Bidder is aware of the general nature of Work to be performed by Town and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
9. Bidder certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person, firm, joint venture, partnership, corporation or other business or legal entity.
10. Bidder acknowledges that no officer, agent, or employee of the Town is directly or indirectly interested in this Bid.
11. The Town reserves the right to award the contract to a Bidder that is not the lowest responsible and responsive Bidder. Although the Bid price will be a substantial factor in the Town's award, the final award will be based on the Town's determination, in its sole discretion, of which Bid will be in the best interest of the Town.
12. The contract completion date is \_\_\_\_\_.

## 1.2 BID

- A. Prices shall be stated in words and figures. In case of discrepancy between price in words and price in figures; the words shall govern.
- B. Prices shall be typewritten or written by hand in ink.
- C. The subdivision of the proposed contract price is indicated on the following Bid Schedule. Bidder shall use the Bid Schedule when submitting Bid.
- D. This Bid must bear the written signature of the Bidder or an authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such office must be stated.



Respectfully submitted:

Date \_\_\_\_\_

By \_\_\_\_\_  
(Signature and Title of Person Authorized to Sign Bid)

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Business Street Address)

\_\_\_\_\_ ( ) \_\_\_\_\_  
(City and State) (Business Telephone Number)

(SEAL – if Bid is by a corporation)

**BASE BID SCHEDULE**

<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Brief Description, Unit or Lump Sum Price in Both Words</b>	<b>Unit Price in Figures</b>	<b>Total Price in Figures</b>
1	1	Construct Culvert Project (LUMP SUM)  _____ dollars  and _____ cents.	\$ _____	\$ _____

**TOTAL BASE BID**

\_\_\_\_\_ dollars (WRITTEN)      \$ \_\_\_\_\_ (FIGURES)

**SECTION 00500**

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR**

**THIS AGREEMENT** is by and between the **TOWN OF HENNIKER, NEW HAMPSHIRE** (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called the CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1- WORK**

1.01.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1. Site preparation including: removal of existing signs, trees, vegetation, existing culverts and headwalls; removing and resetting signs, fences, steps, stone walls; utility relocations; and all other work required to fully construct the project.
2. Excavating and disposing of any and all materials required including, but not limited to, debris, foundations, topsoil, rock, retaining walls, wood blocks, fences, stone fill, pipes, conduits, and any other materials to fully construct the project.
3. Maintenance and/or diversion of stream flow and dewatering for the culvert footing construction.
4. Construction of the culvert structures.
5. Construction of rip-rap and restoration of the stream bed.
6. Furnishing, installing and testing all materials associated with the proposed construction.
7. Securing the construction site as required for safety.
8. Disposal of excess excavated material not required for the project. Stockpiling excess materials at locations indicated on the plans or as directed by the Town.
9. Roadway pavement construction including aggregate base courses and hot mix bituminous concrete courses.
10. Installation of guardrail.
11. Loaming, seeding, and completion of all clean-up.
12. The work shall also conform to such additional drawings and addenda to these Specifications and Drawings as may be published or exhibited prior to the opening of the bids and to such drawings in explanation of details, or as may be furnished by the Engineer from time to time during the construction.

13. Work and materials which are necessary in the construction but which are not specifically referred to in the Specification, or shown on the Drawings, but implied by the Contract shall be furnished by the Contractor at his own cost and expense and shall be such as will correspond with the general character of the work as may be determined by the Engineer, whose decisions as to the necessity for and character of such work and materials shall be final and conclusive. It is the intent of these Specifications and Drawings to produce a complete, finished job whether shown in every detail or not.

## **ARTICLE 2 - THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
  - A. In general and without limitation, the work to be done under this Contract includes the Liberty Hill Road Culvert Replacement Project in Henniker, NH.

## **ARTICLE 3 - ENGINEER**

- 3.01 The Project has been designed by KVPartners, LLC, PO Box 432, New Boston, NH 03070 who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## **ARTICLE 4 - CONTRACT TIMES**

### *4.01 Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### *4.02 Schedule to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed by \_\_\_\_\_ and ready for final payment in accordance with paragraph 14.07 of the General Conditions.

### *4.03 Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time(s) specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time

specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

## **ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A and 5.01.B below:

A. For all Work a Total Contract Amount of:

\_\_\_\_\_

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

## **ARTICLE 6 – PAYMENT PROCEDURES**

### 6.01 Submittal and Processing of Payments

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

### 6.02 *Progress Payments, Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment within 30 days of receipt of an approved Application for Payment each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 90% of Work completed (with the balance being retainage); and
- b. 90% of cost of materials and equipment not incorporated in the Work but delivered and suitably stored in a location and manner agreed to in writing and pursuant to paragraph 14.02.A.1 of the General Conditions (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07. However, CONTRACTOR shall not make application for final retainage release until after the date specified for the end of the Correction Period, as provided in paragraph 13.07.

## **ARTICLE 7 - INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 18 % per year.

## **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
  - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
  - E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed

by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### *9.01 Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00500-1 to 00500-8, inclusive);
  - 2. Performance Bond (pages \_\_\_\_ to \_\_\_\_, inclusive);
  - 3. Payment Bond (pages \_\_\_\_ to \_\_\_\_, inclusive);
  - 4. General Conditions (pages 00700-1 to 00700-42, inclusive);
  - 5. Supplementary Conditions (pages 00800-1 to 00800-5 inclusive);
  - 6. Specifications as listed in the table of contents of the Documents and Specifications for the Liberty Hill Culvert Replacement for the Town of Henniker, New Hampshire dated February 18, 2022.

7. Drawings consisting of 5 sheets, with each sheet bearing the following general title: Liberty Hill Culvert Replacement for the Town of Henniker, New Hampshire dated February 18, 2022.
  8. Addenda (not applicable);
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
    - b. CONTRACTOR's Bid (pages 00300-1 to 00300-12, inclusive);
  10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Written Amendments;
    - b. Work Change Directives;
    - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

### *10.01 Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### *10.02 Assignment of Contract*

- B. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *10.03 Successors and Assigns*



- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

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

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

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

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

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

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

email: \_\_\_\_\_

email: \_\_\_\_\_

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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**STANDARD GENERAL CONDITIONS OF THE  
CONSTRUCTION CONTRACT**

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an



addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

### B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

### C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

### D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

### E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### *2.01 Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### *2.02 Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### *2.03 Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

## 2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

## 2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

## 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### **3.02 *Reference Standards***

- A. Standards, Specifications, Codes, Laws, and Regulations
  1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### **3.03 *Reporting and Resolving Discrepancies***

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  1. A Field Order;
  2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
  2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### 4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other



professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

### *5.01 Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### *5.02 Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### *5.03 Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

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

#### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
  - a. Such insurance shall remain in effect for two years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery



against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

### 6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

### 6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
      - 3) it has a proven record of performance and availability of responsive service.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

## 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

## 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

## 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 6.11 *Use of Site and Other Areas*

##### A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor



shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

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

#### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
    - a. Submit number of copies specified in the General Requirements.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
  2. *Samples:*
    - a. Submit number of Samples specified in the Specifications.
    - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
    - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
  2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
  3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  6. any inspection, test, or approval by others; or
  7. any correction of defective Work by Owner.

#### 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 – OTHER WORK AT THE SITE

### 7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
  2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

### 7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  2. the specific matters to be covered by such authority and responsibility will be itemized; and
  3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

**ARTICLE 8 – OWNER'S RESPONSIBILITIES**

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.



8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

#### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

### 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

### 10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
  2. approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### *11.01 Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.



- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  2. there is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

### *12.01 Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### *13.01 Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### *13.02 Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### *13.03 Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

### 13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. repair such defective land or areas; or
  - 2. correct such defective Work; or
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

#### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### *14.01 Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### *14.02 Progress Payments*

#### *A. Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the



Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

*D. Reduction in Payment:*

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or

- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

#### 14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### 14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

## 14.07 *Final Payment*

### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

### C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

#### 14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
  1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

### **ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

#### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

#### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.



## **ARTICLE 16 – DISPUTE RESOLUTION**

### *16.01 Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer’s action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
  - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## **ARTICLE 17 – MISCELLANEOUS**

### *17.01 Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### *17.02 Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## SECTION 00800

### SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not specifically amended or supplemented hereby remain in full force and effect.

#### ARTICLE 1. DEFINITIONS

SC-1.12

Add the following in the first sentence of the definition entitled "Contract Documents" after the word "include":

The Invitation to Bid, Instructions to Bidders, Statement of Bidders Qualifications

#### ARTICLE 2. PRELIMINARY MATTERS

SC-2.03

Delete paragraph 2.03A in its entirety and replace with the following:

2.03.A The Contract Time will commence to run as specified in the Agreement.

#### ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01

Add the following after paragraph 3.01A:

3.01A.1 Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

#### ARTICLE 4. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

SC-4.05

Add the following after paragraph 4.05A :

4.05.B ENGINEER may check the lines, elevations, reference marks, batter boards, etc., set by CONTRACTOR, and CONTRACTOR shall correct any errors disclosed by such check. Such a check shall not be considered as approval of CONTRACTOR'S work and shall not relieve CONTRACTOR of the responsibility for accurate and satisfactory construction and completion of the entire Work. CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines

and grades.

**ARTICLE 5. BONDS AND INSURANCE**

SC-5.03

Delete Paragraph 503.B in its entirety.

SC-5.04

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

Worker's Compensation, etc:

(1) Worker's Compensation	As required by the laws of the State of New Hampshire
(2) Employer's Liability	\$100,000 each accident \$500,000 disease-policy limit \$100,000 disease-employee

Contractor's Liability Insurance under which shall also include completed operations and product liability coverages:

(1) General Aggregate (except Products-Completed Operations)	\$2,000,000
(2) Products-Completed Operations (Aggregate)	\$2,000,000
(3) Personal and Advertising Injury (Per Person/Organization)	\$1,000,000
(4) Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
(5) Property Damage Liability Insurance (including collapse, underground and blasting coverages)	\$1,000,000

Automobile Liability:

(1) Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage (Each Accident)	\$1,000,000

or

(2) Combined Single Limit (Bodily Injury and Property Damage)	
Each Accident	\$2,000,000

Contractual Liability:

(1) General Aggregate	\$2,000,000
(2) Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000

CONTRACTOR shall purchase and maintain a separate Owner's Protective Liability policy, issued to OWNER at the expense of CONTRACTOR, including OWNER and ENGINEER as named insured. This insurance shall provide coverage for not less than the following amounts:

5.05.A.1 Bodily Injury	
Each Occurrence	\$1,000,000
5.05.A.2 Property Damage	
Each Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

SC-5.06

Delete paragraph 5.06 in its entirety.

SC-5.07 and 5.08

Delete paragraph 5.07 and 5.08 in their entirety.

**ARTICLE 6. CONTRACTOR'S RESPONSIBILITIES**

SC-6.06

Add the following after paragraph 6.06.D:

6.06.D.1 OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other person or organization, to the extent practicable, information about amounts paid to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment on account of the particular Subcontractor's, Suppliers, other person's, or other organization's Work.

SC-6.07

Delete paragraph 6.07.B and 6.07.C in their entirety.

SC-6.10

Add the following after paragraph 6.10.A:

6.10.A.1 The materials and supplies to be used in the Work under this Contract are exempt from the Sales and Use Tax of the State of New Hampshire. Contractor shall obtain the proper certificates, maintain the necessary records, and otherwise comply with all applicable requirements governing the exemption from sales tax.

**ARTICLE 10. CHANGES IN THE WORK; CLAIMS**

SC-10.01

Add the following after paragraph 10.01:

10.01.A.1 Upon request of the Owner or the Engineer, the Contractor shall, without cost to the Owner, submit to the Engineer, in such form as the Engineer may require, an accurate written estimate of the cost of any such proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the Engineer. The Contractor shall promptly revise and resubmit such estimate if the Engineer determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Engineer, in order to establish the exact cost of new Work added or previously required Work omitted, the Contractor shall obtain and furnish to the Engineer bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.

SC-10.05

Delete paragraph 10.05 in its entirety.

#### **ARTICLE 11. CHANGE OF CONTRACT PRICE**

SC-11.01

In the second sentence of paragraph 11.01.A.1 delete the word "superintendents".

#### **ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION**

SC-14.07

Add the following sentence at the end of paragraph 14.07.A.1:

"However, CONTRACTOR shall not make application for final payment until after the date specified for the end of the Correction Period, as provided in paragraph 13.07."

SC-14.09

Delete paragraph 14.09 in its entirety.

#### **ARTICLE 16. DISPUTE RESOLUTION**

SC-16

Delete paragraph 16.01.C in its entirety and replace it with the following:

If the Claim is not resolved by mediation, Owner or Contractor may give written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction located in the State of New Hampshire.

Add the following after paragraph 16.01.C:

16.01.D CONTRACTOR shall carry on the Work and maintain the progress schedule during the dispute resolution proceedings unless otherwise agreed in writing by OWNER and CONTRACTOR.

END OF SECTION

# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

CONTRACTOR (*Name and Address*):                      SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

## CONTRACT

Effective Date of Agreement:  
Amount:  
Description (*Name and Location*):

## BOND

Bond Number:  
Date (*Not earlier than Effective Date of Agreement*):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

## CONTRACTOR AS PRINCIPAL

## SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*



Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – <i>(Name, Address and Telephone)</i> Surety Agency or Broker: Owner's Representative <i>(Engineer or other party)</i> :
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# PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

## CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

## BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

## CONTRACTOR AS PRINCIPAL

## SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner’s Representative *(Engineer or other)*:

**DIVISION 1**

## SECTION 01010

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes description of work to be performed, schedule of alternates, owner furnished products, work by Owner, work by others, work schedule, work sequence, use of premises and other special conditions and provisions to be performed under the Contract.

##### 1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract and other Division 1 Specification Sections, apply to this Section.

##### 1.3 PROJECT WORK IDENTIFICATION

- A. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
  - 1. Site preparation including: removal of existing signs, trees, vegetation, existing culverts and headwalls; removing and resetting signs, fences, steps, stone walls; utility relocations; and all other work required to fully construct the project.
  - 2. Excavating and disposing of any and all materials required including, but not limited to, debris, foundations, topsoil, rock, retaining walls, wood blocks, fences, stone fill, pipes, conduits, and any other materials to fully construct the project.
  - 3. Maintenance and/or diversion of stream flow and dewatering for the culvert footing construction.
  - 4. Construction of the culvert structures.
  - 5. Construction of rip-rap and restoration of the stream bed.
  - 6. Furnishing, installing and testing all materials associated with the proposed construction.
  - 7. Securing the construction site as required for safety.
  - 8. Disposal of excess excavated material not required for the project. Stockpiling excess materials at locations indicated on the plans or as directed by the Town.
  - 9. Roadway pavement construction including aggregate base courses and hot mix bituminous concrete courses.

10. Installation of guardrail.
11. Loaming, seeding, and completion of all clean-up.
12. The work shall also conform to such additional drawings and addenda to these Specifications and Drawings as may be published or exhibited prior to the opening of the bids and to such drawings in explanation of details, or as may be furnished by the Engineer from time to time during the construction.
13. Work and materials which are necessary in the construction but which are not specifically referred to in the Specification, or shown on the Drawings, but implied by the Contract shall be furnished by the Contractor at his own cost and expense and shall be such as will correspond with the general character of the work as may be determined by the Engineer, whose decisions as to the necessity for and character of such work and materials shall be final and conclusive. It is the intent of these Specifications and Drawings to produce a complete, finished job whether shown in every detail or not.

1.4 SCHEDULE OF ALTERNATES

Not Used

1.5 OWNER FURNISHED PRODUCTS

Not Used

1.6 WORK BY OWNER

Not Used

1.7 WORK BY OTHERS

Not Used

1.8 WORK SCHEDULE

- A. The Contractor shall promptly start and continue the work under this Contract with the necessary labor, equipment and materials to properly execute and complete the work within the time specified in the Contract. No cessation of Contractor's operations will be allowed without the approval of the Owner.
- B. The Contractor shall furnish required crews and equipment necessary to install the work. Prior to utilizing additional crews in other locations of the work, the Contractor shall request permission from the Engineer and the allowed actual on-site working time will be adjusted accordingly.
- C. Should the prosecution of the work for any reason be discontinued, the Contractor shall notify the Engineer at least 48 hours in advance of resuming operations.



- D. Normal construction activity shall be limited to normal business hours of 7:00 AM to 5:30 PM, Monday through Friday (except holidays) unless otherwise approved by the Engineer.
- E. Work in streets, roadways and areas adjacent to them shall cease at noon on days before legal holidays and at noon on Fridays prior to Monday holidays.
- F. The rate of progress shall be satisfactory to the Owner and the Engineer. The Owner and Engineer reserve the right to modify any schedule as required to meet the prevailing conditions.
- G. The work of placing the newly constructed facilities into operation as well as the necessary modifications and renovations to existing facilities shall be thoroughly planned and fully coordinated with the requirements of the Owner, and every effort shall be made to insure smooth transitions.

#### 1.9 WORK SEQUENCE

Note Used

#### 1.10 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall assume full responsibility for security of all his and his subcontractors' materials and equipment stored on the site.
- B. If directed by the Owner, Contractor shall move stored items which interfere with operations of Owner.
- C. Obtain and pay for additional storage or work areas if needed to perform the Work.

#### 1.11 OWNER OCCUPANCY

- A. The Owner will occupy the site during the entire period of construction for the conduct of normal operations. The Contractor shall cooperate with the Owner to minimize conflicts and to facilitate Owner's operations. Contractor shall schedule the work to accommodate this requirement.

### **PART 2 - PRODUCTS**

Not Used

### **PART 3 - EXECUTION**

Not Used

END OF SECTION

SUMMARY OF WORK  
01010-3

## SECTION 01200

### MEASUREMENT AND PAYMENT

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes description of payment items, work requirements per payment item and measurement requirements per payment item.

##### 1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.3 SUBMITTALS

- A. Application for Payment: The Application for Payment shall be submitted on a form acceptable to the Engineer. Refer to General Conditions for additional requirements.
- B. Schedule of Values: The Contractor shall submit a breakdown of the cost of all lump sum items in the Bid in a manner that may be used as the basis for estimating the value of the work completed to the end of any month. The basis and detail of the breakdown shall meet with the Engineer's approval. The schedule of values of all lump sum items in the Bid shall be submitted within seven (7) calendar days from the date of the Notice to Award.

##### 1.4 PROCEDURES

- A. The Contractor shall furnish all materials, equipment, labor, and do all operations necessary to complete all work specified or shown. All supervision, overhead items, protection and precautions and all other costs, incidental to the construction work, complete, and as specified, are included.
- B. A complete working job shall be produced whether or not any particular wording or direction is omitted or not clearly stated.
- C. Measurement for payment shall be by the Engineer, except where noted elsewhere in this Specification.
- D. Each price stated in the Bid shall constitute full compensation for each item of work completed.
- E. For unit price items, the Contractor shall be paid for the actual amount of work accepted during the period of construction. After the work is completed and before

final payment is made, the Engineer shall make final measurements to determine the quantities of the various items of work accepted as the basis of final payment.

- F. For lump sum items, the Contractor shall be paid in accordance with the progress schedule and schedule of values on the basis of the percentage of the actual work accepted during the period of construction. After the work for the respective lump sum items is completed, 100% of the lump sum price may be paid, less retained amounts, unless otherwise specified.
- G. At the end of each workday, the Contractor shall meet with the Engineer and determine the quantities of the unit price and/or lump sum items completed during the workday.
- H. Payment for Material Delivered: Refer to General Conditions for requirements for partial payment of materials delivered and stored on site.
- I. The Owner reserves the right to delete any item of work from the Contract without penalty.

## **PART 2 - PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

### **3.1 CONSTRUCT CULVERT PROJECT**

1. The lump sum price under this Item shall constitute full compensation for furnishing all labor, equipment, and materials necessary to complete the project as shown on the Drawings, as directed by the Engineer and as herein specified. Item shall include, but not be limited to: clearing, grubbing, stripping, excavation, ledge excavation (up to 20 cubic yards), backfill, shoring, dewatering, flow diversion, disposal of the existing pipe and headwalls, construction of the new open bottom box culverts, wing walls and footings, stone below footings; rip-rap, stone fill, removing and replacing existing river stone, aggregate materials for backfill, gravel, crushed gravel bituminous paving; sewer pipe and fittings installed; water pipe and fitting installed; reinforced concrete pipe and headwall installed; guardrail and end sections; traffic control, construction of temporary roadway as needed to maintain traffic, restoration of disturbed areas, loam and seed, erosion control, silt fences, signs, striping, compliance with applicable permits; all work shown on the plans; disposal of any materials not wanted by the Owner; delivering materials wanted by the Owner to a location in the Town, all loaming and seeding; maintenance of traffic, incidental work required to complete the installation as detailed on the drawings and/or approved through the shop drawing process.
2. Measurement for payment shall be based on the percent complete as determined by the Engineer.

END OF SECTION

## **SECTION 01310**

### **SUBMITTALS**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. This Section includes the general methods and requirements of applicable work-related submittals including, but not limited to: shop drawings; product data; samples; mock ups; schedules; and certifications.
- B. Refer to technical specifications for additional requirements.

##### **1.2 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

##### **1.3 SUBMITTAL PROCEDURES**

- A. Submittals shall be made in accordance with approved schedule and Work progress, and in such promptness and sequence as to cause no delay in the Work or in the work of any other contractor.
- B. Submittals shall bear the Contractor's certification that he has reviewed, checked and approved the submittal, that they are consistent with the requirements of the project and with the provisions of the Contract Documents, and that the submittal has been reviewed and verified for materials, products required, field dimensions and measurements, field construction criteria, and conformance with the contract Documents. The Contractor shall also certify that the work represented by the submittal is recommended by the Contractor and that the Contractor's warranty shall apply.
- C. The Contractor shall be responsible for the preparation, coordination and review all submittals prior to delivery to Engineer. All submittals by subcontractors shall be sent directly to the Contractor for approval. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in the Work.
- D. Coordinate submittals into logical groupings by Specification section to facilitate review of interrelated items. Shop drawings, product data and sample submittals shall not be reviewed by the Engineer until a complete submittal grouping by Specification section is received.

E. Submittals shall include:

1. Project title and number.
2. Date of submission and date of any previous submissions.
3. Name of Contractor, supplier and manufacturer.
4. Identification of product by Specification section number, page and paragraph.
5. Field dimensions and construction criteria.
6. Relation to adjacent or critical features of the Work or products.
7. Applicable standards.
8. Identification of deviations from Contract Documents.
9. Identification of revisions on resubmittals.

F. All submittals shall be accompanied by a standard transmittal form approved by the Engineer. Form shall include project title and number, owner name, date, name of contractor and subcontractor, transmittal number and appropriate Specification section number.

G. Engineer Review:

1. The Engineer will be the sole judge regarding the completeness of the submittal. Partial submittals will be rejected.
2. All submittals shall be complete and submitted in advance of construction requirements to provide no less than fifteen (15) days (excluding Saturdays, Sundays and legal holidays) for review from the time the submittal is received by the Engineer. Contractor shall make submittals in advance of the fifteen (15) days for review of major equipment and items that require review by more than one engineering discipline. Engineer will respond to submittals with reasonable promptness.
3. Review by the Engineer is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action indicated is subject to the requirements of the Contract Documents. Engineer assumes no responsibility for identifying deviations from the Contract Documents that are not clearly identified in submittals. Contractor is responsible for details and accuracy, for dimensions to be confirmed and correlated at the job site, for information that pertains to the fabrication processes or to techniques of construction, for coordination of the work of all trades, and for the satisfactory performance of all work.

4. The review and approval of submittals by the Engineer shall not relieve the Contractor from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed solely by the Contractor and not by the Engineer or Owner.
5. The Engineer will review each submittal and the first resubmittal at no cost to the Contractor. The Contractor shall reimburse the Owner for all reasonable costs associated with the Engineer's, and his consultants, review of each subsequent submittal.

H. Substitutions and Or Equal Items:

1. All requests for consideration of a product other than the brand(s) or model(s) named in the Specifications (substitutions) shall be submitted to the Engineer in writing. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals, without separate written request, or when acceptance will require revisions to the Contract Documents.
2. A request constitutes a representation that the Contractor has investigated the proposed product and has determined that it meets or exceeds the quality level of the specified product.
3. Contractor shall furnish written evidence that such product conforms in all respects to the specified requirements, and that it has been used successfully elsewhere under similar conditions. Where the specified requirements involve conformance to recognized codes or standards, the Contractor shall furnish evidence of such conformance in the form of test or inspection reports, prepared by a recognized agency, complete with authorized signature verifying compliance with the Specifications.
4. Manufacturers' standard data and catalog cut sheets will not be considered sufficient in themselves, and the Engineer will not be responsible for seeking further data from the manufacturer, or for otherwise researching the product. Failure to provide complete data will be cause for rejection of the product.
5. The Contractor shall provide the same warranty for the substitution as for the specified product. Engineer reserves the right to require an extended warranty on substitutions as a condition of acceptance.
6. The Contractor shall be responsible for all additional costs necessary to accommodate the proposed substitution. This shall include, but not be limited to: coordination for installation; modifications to the Work; product licensing fees; and review or redesign services required by the Engineer, Owner or other approving authorities.
7. The Contractor shall waive all claims for a time extension which may subsequently become apparent.

8. Items which result in a cost reduction shall be presented and a change order reflecting the cost savings will be prepared and the contract price modified.
- I. The Contractor shall, in writing, call the Engineer's attention to any deviations from the Contract Documents at the time of the first submission. Deviations or omissions in submittal shall not relieve the Contractor from his responsibility for meeting the specified requirements unless the Engineer has given written approval for the deviations or omissions identified.
- J. No portion of the work requiring a shop drawing, product data or sample submittal shall be started nor shall any materials be fabricated or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved shop drawings, product data or samples shall be at the Contractor's risk. The Owner will not be responsible for any expense or delay due to corrections or remedies required to accomplish conformity.
- K. Distribution: Duplicate and distribute only reproductions of shop drawings, copies of product data and samples, which bear Engineer's stamp of "No Exception Taken" or "Make Corrections As Noted" to job site file, record documents file, subcontractors, suppliers, other affected contractors and other entities requiring the information.

#### 1.4 SHOP DRAWINGS

- A. Shop drawings shall include, but are not necessarily limited to: custom-prepared items such as fabrication and erection/installation drawings, schedule information, setting diagrams, actual shop work, manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, and individual system or equipment inspection and test reports, performance curves and certifications, as applicable to the Work.
- B. Submit three (3) copies of shop drawing or digital files (PDFs). One (1) copy or the digital file will be retained by the Engineer; two (2) copies or the digital copy will be returned to the Contractor.
- C. Submit all shop and working drawings on a 24-in. by 36-in. standard sheet, except those which are made by changing existing standard shop or working drawings.
- D. Present shop drawings in a clear and thorough manner. Title each drawing with project name, number and date. Identify each element of the drawings by reference to sheet number, detail and schedule of the Contract Documents.
- E. The Contractor shall check all subcontractor's shop drawings regarding measurements, size of members, materials, and details to satisfy himself that they conform to the intent of the Drawings and Specifications. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission thereof.

#### SUBMITTALS

- F. All details on shop drawings submitted for approval shall show clearly the relation of the various parts of the main members and lines of the structure and equipment, and where correct fabrication of the work depends upon field measurements; such measurements shall be made and noted on the drawings before being submitted for approval.

#### 1.5 PRODUCT DATA

- A. Product data shall include, but are not necessarily limited to: standard prepared data for manufactured products such as the manufacturer's product specification and printed installation instructions, availability of colors and patterns, manufacturer's printed statements of compliances including certificates of compliance and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications and recommended spare-parts listing, and printed product warranties, as applicable to the Work.
- B. Provide Material Safety and Data Sheets as required by OSHA for all chemicals to be supplied under this Contract.
- C. Submit three (3) copies of shop drawing or digital files (PDFs). One (1) copy or the digital file will be retained by the Engineer; two (2) copies or the digital copy will be returned to the Contractor.
- D. Submit only those pages that are pertinent. Mark each copy of standard printed data to identify pertinent products, models, options, and other data referenced to the Specification section number, page and paragraph. Supplement manufacturer's standard data with information unique to this project. Delete information that does not apply.

#### 1.6 SAMPLES

- A. Samples shall include, but are not necessarily limited to: physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the Engineer or Owner for independent inspection and testing, as applicable to the Work.
- B. Submit the number of samples required by individual Specification sections or as requested by the Engineer. Samples will not be returned.
- C. Submit samples to illustrate functional and aesthetic characteristics of products, including parts and attachments.



- D. Label each sample to identify project information and Specification section number or Drawing number.

#### 1.7 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit three (3) copies of shop drawing or digital files (PDFs).
- B. Submit initial schedule at the preconstruction conference. This schedule shall include the proposed methods of construction, sequence of work and the time the Contractor proposes to complete the various items of work, within the time specified in the Contract. After review, resubmit revised schedule within seven (7) calendar days.
- C. Submit revised progress schedules for review and approval, at a minimum, with each Application for Payment or whenever, in the Engineer's opinion, a timelier update is warranted.
- D. If the Contractor's operations are materially affected by changes in the scope or quantity of the work, or if he has failed to comply with the submitted and reviewed schedule, the Contractor shall submit a revised schedule, if requested by the Engineer, within seven (7) days after the date of the Engineer's request. This revised schedule shall show how the Contractor proposes to prosecute the balance of the work, so as to complete the work within the time specified in the Contract.
- E. Prepare schedules as a horizontal bar chart or network with separate bar or node for each major portion of the Work or operation, identifying first work day of each week and identifying each portion of the Work that is critical to timely project completion. All project scheduling shall include and be prepared using critical path method analysis.
- F. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- G. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the last day of each month.
- H. Provide a narrative report, as required, to identify problem areas, anticipated delays and their impact on the schedule, corrective action recommended and its effect, and the effect of changes on the schedules of other Contractors.

#### 1.8 MANUFACTURER'S CERTIFICATE OF COMPLIANCE

- A. Submit three (3) copies of shop drawing or digital files (PDFs). One (1) copy or the digital file will be retained by the Engineer; two (2) copies or the digital copy will be returned to the Contractor.

- B. Where manufactured materials are incorporated in the project, a manufacturer's certificate showing compliance with the Specifications shall accompany each item listed herein. No material shall be incorporated in the work until the certificate of compliance has been reviewed by the Engineer.
  
- C. The certificate shall be properly executed by the manufacturer or producer. The essential components of the certificate of compliance shall include:
  - 1. Name of company and address of its manufacturing or producing facility.
  - 2. Brand name of the material or product.
  - 3. Sufficient detail to describe the quantity, content of the shipment and its project destination including a date of shipment and adequate identification of the vehicle in which the shipment was made. When material was received in crated or packaged form via common carrier the serial number of the bill of lading accompanying such shipment shall be the identification criteria rather than vehicle identification.
  - 4. A statement that material contained in the shipment meets or exceeds requirements of the Specifications.
  - 5. The certificate shall be signed by an authorized representative of the manufacturer. The signature shall be notarized.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION

SUBMITTALS

01310 - 7

## SECTION 01320

### COORDINATION AND MEETINGS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This section specifies the general requirements for project coordination and meetings.

##### 1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and Division 1 Specification Sections, apply to this section.

##### 1.3 CONTRACTOR COORDINATION

- A. Contractor shall provide sufficient administrative and on-site supervisory personnel to properly execute the work. Supervisory personnel shall be on-site at all times during construction operations, including those times when subcontractors are performing the work. On-site supervisory personnel shall have a minimum of 5 years experience in supervising the type of work performed.
- B. Contractor shall coordinate scheduling, submittals and the Work to assure efficient and orderly sequence of installation of independent construction elements.

##### 1.4 PRECONSTRUCTION CONFERENCE

- A. Engineer will schedule a preconstruction conference after Notice of Award and prior to the commencement of the Work.
- B. Attendees: Owner, Engineer, Contractor, State and Federal Regulatory and Funding Agency representatives.

##### 1.5 PROGRESS MEETINGS

- A. Engineer will schedule and administer meetings throughout the progress of the Work at intervals not to exceed one month.
- B. Attendees: Owner, Engineer, Contractor, Subcontractors, Suppliers, State and Federal Regulatory and Funding Agency representatives.

##### 1.6 PREINSTALLATION CONFERENCE

Not Used

#### PART 2 – PRODUCTS

Not Used

## **PART 3 - EXECUTION**

### **3.1 GENERAL INSTALLATION PROVISIONS**

- A. Inspect the conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner, and at no additional cost to the Owner.
- B. Comply with manufacturer's written installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in the Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items, all at no additional cost to the Owner.
- D. Provide attachment and connection devices and methods for securing work. Secure work true to line and level. Allow for expansion and utility movement.
- E. Recheck measurements and dimensions before starting installation or erection.
- F. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material to prevent deterioration.
- G. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

### **3.2 ALTERATION PROCEDURES**

- A. Match existing products and materials for patching and extending work.
- B. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original and specified condition.
- C. Where new work abuts or aligns with existing, perform a smooth and even transition. Match existing adjacent work in texture and appearance.
- D. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- E. Finish surfaces as specified in individual product specifications.

### **3.3 CUTTING AND PATCHING**

Not Used

### **3.4 CLEANING AND PROTECTION**

- A. Clean and protect construction in progress and adjoining materials in place. Install protective covering to ensure protection from damage or deterioration.
- B. Clean and maintain completed construction as frequently as necessary for the duration of the construction period.
- C. Supervise construction activities to ensure that no part of the Work, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION

## **SECTION 01330**

### **FIELD ENGINEERING AND SURVEY**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. This Section includes furnishing all labor, equipment, and materials, and performing all operations in connection with survey work required in the execution of the construction of the Project, project record drawings, and field measurements.

##### **1.2 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and Division 1 Specification Sections, apply to this section.

##### **1.3 SUBMITTALS**

- A. Submit name, address and telephone number and license number of Contractor's surveyor or engineer prior to the commencement of the Work.
- B. Submit documentation to verify accuracy of field engineering and survey work as requested by the Engineer.
- C. Submit certificate signed by the Contractor's surveyor or engineer that elevations and locations of the Work are in conformance with Contract Documents.
- D. Record Drawings:
  - 1. The Contractor shall maintain two sets of drawings indicating as-built locations and dimensions of work. Each major system of the Work shall be recorded by a separate color on the record drawings.
  - 2. The Contractor shall record information concurrently with construction progress. Submit progress prints of record drawings each month with project invoices.
  - 3. Final record drawings shall be submitted to the Engineer at substantial completion or contract closeout, as determined by the Engineer.

##### **1.4 FIELD MEASUREMENTS**

- A. The Engineer will provide benchmark information on the Drawings or separately in writing. The Contractor shall do all layout of the work from said benchmarks.
- B. The Contractor shall locate and protect survey control and reference points and shall field verify all control and reference points. If control and reference points have been disturbed by others prior to construction or are found in error, the Engineer shall be

promptly notified.

- C. The Contractor shall be responsible to offset control points where construction activities may destroy or disturb original points. Control points lost as a result of Contractor's activities shall be reset at Contractor's expense.
- D. All Work shall be done to lines, grades and elevations as shown on the Drawings and as directed by the Engineer.
- E. Contractor shall perform all survey, layout and measurement necessary to complete construction. Contractor shall be responsible for reestablishing existing profiles, alignments (vertical and horizontal), lines, grades and elevations and setting new profiles, alignments (vertical and horizontal), lines, grades and elevations. Survey, layout and measurements shall be verified with Engineer prior to construction.
  - 1. Contractor shall stakeout in the field all proposed construction as shown on the Drawings and as directed by the Engineer. Stakes shall remain in place until the Engineer reviews the work completed.
- F. Contractor shall keep on site, at all times during construction operations, a level and transit and allow the Engineer unrestricted use of same at the work site. Any check by Engineer shall not be considered as approval of the Contractor's work.
- G. Contractor shall designate a field superintendent who will be responsible for survey, layout and measurements for the entire Project. Superintendent shall have a minimum of 5 years experience in construction survey and layout for the work being performed.
- H. Contractor shall retain a Registered Land Surveyor at his own expense. Surveyor shall be licensed in the state where the work is to be performed. Surveyor shall have a minimum of 5 years experience in the type of work to be performed. Surveyor shall employ experienced personnel and provide adequate supervision to satisfaction of the Engineer at all times when operations are in progress. At a minimum, Contractor shall retain a Registered Land Surveyor to complete the following operations:
  - 1. Establish offset stakes at all key alignment points to allow the Engineer to verify the location of the roadway alignment.
  - 2. Establish permanent benchmarks during the progress of the work.
  - 3. Replace property boundary markers destroyed, disturbed or removed as a result of Contractor operations.
- I. Contractor shall keep Engineer informed, in writing, two weeks in advance, of times and places at which work is to be performed, so that horizontal and vertical control points may be established and any checking deemed necessary by the Engineer may be performed.
- J. Remove and reconstruct Work that is improperly located as determined by the Engineer at no additional cost to the Owner.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

END OF SECTION



## SECTION 01500

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes the furnishing of all plant, labor, equipment and materials and performing all operations in connection with providing temporary facilities and controls including, but not limited to: temporary utilities and service; environmental controls; protection of work; project signage; access and parking; security; temporary enclosures; traffic control; permits; and field offices.

##### 1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and Division 1 Specification Sections, apply to this Section.

##### 1.3 TRANSPORTATION, HANDLING AND STORAGE

- A. Contractor shall transport, handle and store products and materials in accordance with manufacturer's instructions.
- B. Contractor shall promptly inspect shipments to assure that products and materials comply with the requirements of the Contract Documents, quantities are correct, containers and packages are intact, labels are legible and products and materials are properly protected and undamaged.
- C. Contractor shall provide equipment and personnel to properly transport, handle and store products and materials to prevent damage, soiling or disfigurement to the products and materials or surrounding surfaces and areas.
- D. Contractor shall provide off-site storage and protection when site does not permit on-site storage or protection.
- E. Contractor shall arrange storage of products and materials to provide access for inspection. Contractor shall periodically inspect products and materials to assure they are undamaged and are maintained under specified conditions.
- F. Any product and material damaged because of improper transportation, handling or storage shall be unacceptable for installation and shall be removed from the site and replaced at the Contractor's expense.
- G. Contractor shall remove surplus products and materials at the completion of the work.
- H. Contractor shall be responsible for any loss of equipment, products or materials by theft.

#### 1.4 PROTECTION OF INSTALLED WORK

- A. Contractor shall control activity within the work area to prevent injury or damage to the Work. All installed Work shall be carefully protected from any injury or damage. All portions of the Work injured or damaged shall be reconstructed by the Contractor at no additional cost to the Owner.

#### 1.5 CARE AND PROTECTION OF PROPERTY

- A. Contractor shall not enter or occupy private property outside of easements, except by permission of the landowner. Contractor shall notify the Owner of receipt of said permission prior to the commencement of work.
- B. Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor at Contractor's expense to a condition similar or equal to that existing before the damage was done.

#### 1.6 TEMPORARY UTILITIES

- A. Temporary Light and Power: Contractor shall provide all temporary light and power as required for the prosecution and completion of the work. Contractor shall not use Owner's power service without prior approval. If approval is granted, Contractor shall pay all fees for applications and permits, pay all costs associated with the installation and maintenance of temporary service and install meter and pay all costs of energy used.
- B. Temporary Heat: Contractor shall provide sufficient temporary heat to maintain a minimum temperature of 50 degrees F at all times in all areas designated in the Contract Documents.
- C. Temporary Telephone: Contractor shall install a job telephone for use by the Contractor and the Engineer. The Contractor shall pay all telephone charges.
- D. Temporary Water: Contractor shall provide potable water for drinking purposes and construction operations. Contractor shall not use Owner's water supply system without prior approval of the Owner. If approval is granted, Contractor shall pay all fees for applications and permits, pay all costs associated with the installation and maintenance of temporary service and, if required, install meter and pay all costs of water used. No direct cross connections will be permitted between any water supply and any point where the possibility of backflow of contaminated water exists. All connections to points where there is the possibility of backflow shall be arranged to prevent backflow and shall be approved by the Owner before they are put into operation.
- E. Temporary Sanitary Facilities: Contractor shall provide and maintain sanitary facilities for the use of his employees and the Engineer. Contractor shall comply with the requirements and regulations of the local and state Departments of Health.

- F. Contractor shall provide temporary utilities to maintain full operation of the existing utilities. All temporary utilities and maintenance and operation of the existing facilities shall be provided at the Contractor's expense.

#### 1.7 MAINTAINING WATER, SEWER AND DRAINAGE SERVICE

- A. Water service may be interrupted up to a maximum of four (4) consecutive hours to allow for relocation of existing water utilities. For interruptions that exceed four (4) consecutive hours, the Contractor shall provide, maintain, and operate all temporary facilities such as pipelines, hydrants, and valves and provide all labor and equipment necessary to maintain water service to existing customers. Temporary bypass piping for water service shall be performed at the Contractor's expense.
- B. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times.
- C. Contractor shall provide, maintain, and operate all temporary facilities such as dams, pumping equipment, and pipelines, and provide all labor and equipment necessary to intercept sewage flows, carry it past his work, and return it to the existing sewer below his work. Temporary bypass of sewage flows shall be performed at the Contractor's expense.
- D. Contractor shall provide, maintain and operate all temporary facilities such as dams, conduits and pipelines, and provide all labor and equipment necessary to redirect flows from drains and water courses to a suitable point of discharge so as not to flow upon the work or create a nuisance. Temporary diversion of flows shall be performed at the Contractor's expense.
- E. Procedures for maintaining existing flows and service shall be coordinated with the Engineer and appropriate utility authority well in advance of the interruption of any flows or service.

#### 1.8 DUST CONTROL

- A. During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities, including sweeping and sprinkling of water as necessary, so as to minimize the creation and dispersion of dust during working and non-working hours.
- B. Frequency of application shall be determined by site conditions and weather and as directed by the Engineer. If the Engineer decides that it is necessary to use calcium chloride for more effective dust control, the Contractor shall furnish and apply the material as directed.
- C. Calcium chloride shall be commercial grade, furnished in 100 lb, 5-ply bags, stored under weatherproof cover and stacked alternately for ventilation. Application for dust control shall be at the rate of approximately 1/2 pound per square yard, unless otherwise directed by the Engineer.

- D. The use of petroleum products is prohibited.
- E. During construction, the Owner may notify Contractor of nuisance conditions and will expect Contractor to make every effort to correct the nuisance immediately. If conditions remain uncorrected for a period in excess of 24 hours, the Owner reserves the right to take corrective action and reduce the Contractor's pay requests to pay for the work.

#### 1.9 SURFACE WATER CONTROL

- A. Provide methods to control surface water to prevent damage to the site, utilities, structures or adjoining properties. Control fill, grading and ditching to direct surface water away from excavations, pits, tunnels and other constructed areas; and to direct surface water to proper runoff.
- B. Dispose of surface water in a manner to prevent flooding, erosion, siltation or other damage to any portion of the site, utilities, structures or adjoining properties.
- C. Contractor shall comply with all applicable local, state and federal statutes, regulations and ordinances.

#### 1.10 EROSION AND SEDIMENTATION CONTROL

- A. Plan and execute construction to prevent erosion and sedimentation from cuts and fills, borrow areas, stockpiles and waste disposal areas. Minimize areas of bare soil exposed at any one time.
- B. Provide temporary control measures such as berms, dikes, diversion ditches and drains, sedimentation barriers and basins, silt fences and hay bales, and fiber matting as required and as directed by the Engineer to prevent erosion and sedimentation. Contractor shall periodically inspect control measures and promptly correct any defects as required or as directed by the Engineer.
- C. Protect existing drainage structures from silt and debris. Contractor shall promptly remove accumulated silt and debris from drainage structures impacted by construction activities.
- D. Contractor shall comply with all applicable local, state and federal statutes, regulations and ordinances.

#### 1.11 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious, toxic substances and pollutants produced by construction operations.
- B. Provide equipment, personnel, and perform emergency measures, as may be required, to contain any spillage's, and to remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-site, in such a manner and at such location

permitted by law, and according to Federal, state, and local regulations, and replace with suitable compacted fill and topsoil.

- C. Maintain work areas free of extraneous debris. Maintain storage and lay down yards in neat and orderly fashion, free of debris and waste materials.
- D. Initiate and maintain a specific program to prevent accumulation of debris at construction site storage and parking areas, or along access roads and haul routes.
  - 1. Provide containers for deposit of debris.
  - 2. Prohibit overloading of trucks to prevent spillage's on access and haul routes. Provide periodic inspection of traffic areas to enforce requirements.
- E. Maintain Material Safety Data sheets for substances used in the work, as required. Storage of construction materials shall be secured and contained. Display right-to-know and NFPA chemical hazard labels where appropriate.
- F. Schedule periodic collection and disposal of debris. Provide additional collections and disposals of debris whenever the periodic schedule is inadequate to prevent accumulation.
- G. Protection of Resources:
  - 1. Burning of rubbish and waste material on the site shall not be permitted.
  - 2. Construction equipment shall be equipped with properly operating emission control devices and mufflers. Equipment not utilizing said devices shall be removed immediately from the site.
- H. Hazardous Material and Waste Control:
  - 1. Disposal of volatile fluid wastes (such as mineral spirits, waste oil, gasoline, or paint thinner) in storm or sanitary sewer systems or into streams or waterways shall not be permitted. In the event that any such waste is spilled onto the ground, the Contractor shall immediately notify the Engineer, promptly clean up the spillage and all contaminated soil, and dispose of the cleanings as hazardous waste material. If a spill occurs, the clean-up activities shall take precedence over normal construction activities in order that damage to the environment is minimized.
  - 2. Fuels, lubricants or other hazardous materials shall not be stored in proximity to any waterways or wetlands areas
  - 3. Fuels, lubricants and other hazardous materials shall be stockpiled within an area of positive containment. The area shall have no open communication with surface water bodies or other resource areas, and shall have a base of relatively impermeable material and shall have an adequate supply of materials required for spill clean up.
  - 4. All hazardous materials containers shall be properly marked and their contents

identified. All fuel oil, lubricant, gasoline, and hydraulic fluid containers shall be fixed in place on the transport vehicle when the vehicle is in motion.

5. The construction project shall be in compliance with all local, state and federal laws with respect to hazardous materials.
6. All clean up and disposal operations shall comply with all applicable local, state and federal statutes, regulations and ordinances and anti-pollution laws.

I. Noise Abatement

1. Construction equipment including generators and compressors shall be enclosed or equipped with mufflers, silencers or other equipment to minimize noise.
2. The Contractor shall limit construction noise in accordance with local, state, EPA and OSHA latest standard criteria.

J. Soil and Groundwater Contamination

1. Contractor shall immediately notify the Engineer and Owner if contaminated soil or groundwater is encountered.

1.12 RODENT CONTROL

- A. Provide rodent control as necessary to prevent infestation of construction or storage area. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.
- B. The use of any rodenticide shall be in full accordance with the manufacturer's printed instructions and recommendations, and shall be used only with the approval of local Board of Health, or other Owner's representative.

1.13 TRAFFIC CONTROL

- A. When police details are not required, Contractor shall provide flagmen to regulate traffic when construction operations or traffic encroach upon public traffic lanes.
- B. When police details are required, prior to construction and delivery of equipment and materials, the Contractor shall arrange for necessary police details with the appropriate police agency having authority. In general, local police shall be utilized on municipally-owned roads; state police shall be utilized on state-owned and -operated roads. The police agency shall determine the extent of police detail required during the project. Contractor shall provide 24-hour advance notice to the Police Department through the office of the Police Chief to request any changes to pre-approved traffic control details.
- C. Road closures and/or traffic details shall not be allowed without prior permission of the Owner, and Police and Fire Departments.

- D. Contractor shall furnish and maintain traffic cones, barriers, drums, flares and lights as may be required for traffic control. Cones, barriers, drums, lights and flares shall be in compliance with NHDOT standards, shall be relocated as the work progresses and shall be removed when they are no longer required.
- E. Contractor shall furnish and maintain traffic control signage throughout the project and at all construction areas. Signs shall be standard signs in compliance with NHDOT standards. Signs shall be relocated as the work progresses and removed when the signage is no longer required. In general the following signs and devices shall be placed and maintained at each side of all work areas:
  - 1. Construction Ahead - 1000 feet
  - 2. Construction Ahead - 500 feet
  - 3. Reduce Speed Ahead
  - 4. Keep Left/Keep Right
  - 5. End Construction
  - 6. Left/Right Lane Closed Ahead
  - 7. Safety Barrels with flashers
  - 8. Electronic message boards at each limit of work in advance of the work site
- F. It is the intent of this Contract that traffic be maintained at all times in the areas of construction. For municipally-owned roads, the Contractor shall maintain local traffic at all times. For state-owned and -operated roads, the Contractor shall maintain two lane two-way traffic at all times.
- G. Contractor shall provide the necessary equipment to maintain roads affected by the Contractor's operations. The Contractor may be required to halt operations and/or transport material to areas beyond immediate work locations in order to allow minimum traffic disruptions.
- H. Contractor shall consult with authority having jurisdiction in establishing use of public roads to be used for haul routes and site access. Contractor shall confine operations to designated haul routes and provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.
- I. Contractor shall maintain access to private drives at all times.
- J. Contractor shall control vehicular parking on site to prevent interference with public traffic and parking, access by emergency vehicles and Owner's operation.
- K. Contractor shall provide a traffic coordinator. The traffic coordinator shall be responsible for coordinating the work with property owners to minimize the disturbance of construction operations on properties and property access.
- L. If required, Contractor shall submit traffic control plan to the Engineer, state and

local Police Departments and NHDOT seven calendar days prior to plan implementation. Contractor shall not proceed with plan without prior authorization from appropriate police agency having jurisdiction.

1.14 PERMITS

- A. Contractor shall comply with all requirements of all applicable local, state and federal regulations and all permits issued for the Contract.

1.15 PROJECT SIGNS

Not Used

1.16 ENGINEER'S FIELD OFFICE

Not Used

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

3.1 GENERAL

- A. Provide and maintain methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at the construction site and related areas, as indicated on the Drawings or required in the Specifications.
- B. Owner reserves the right to perform corrective work if any of the temporary site controls or procedures are inadequate. Owner will seek reimbursement for taking corrective action in any case where the Contractor does not correct nuisance conditions within 24 hours of being notified by the Owner or Engineer that corrective actions are necessary. Reimbursement shall be sought through direct invoicing of Contractor for costs incurred. Costs shall be recovered by reduction of pay application amounts and Owner shall be entitled to an appropriate decrease in Contract Price.

END OF SECTION



## SECTION 01715

### CONTRACT CLOSEOUT

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Provide submittals to Engineer such as certificates of inspections, certificate of occupancy, warranties and any other certificates that are required by governing or other authorities.
- C. Submit an affidavit that all payrolls, bills for materials and equipment, subcontractor bills, and other indebtedness connected with the work for which the Owner might in any way be responsible, have been paid or otherwise satisfied.
- D. Submit data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify against the Owner any lien resulting therefrom. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all cost and reasonable attorney's fee.
- E. Submit written notice showing the disposition of all insurance filings and claims.
- F. Submit final Application for Payment identifying total adjusted Contract Sum, previous payment, and sum remaining due.
- G. Submit record drawings, documents and samples to the Owner for use by the Engineer in the preparation of project record drawings.

### 1.3 FINAL CLEANING

- A. Complete cleaning operations before requesting inspection for Certification of Substantial Completion.
- B. Clean site, sweep paved areas, rake and clean landscape surfaces. Leave all surface areas in a neat and satisfactory condition.
- C. Remove all silt and debris from watercourses, ditches, gutters, drains, culverts, pipes, structures, and catch basins. Dispose of silt and debris in accordance with all local, state and federal regulations. Drainage systems shall be left in a neat and satisfactory condition.
- D. Remove all rubbish, waste, surplus materials, and unneeded construction equipment and temporary buildings and facilities.
- E. Contractor shall restore or replace any public or private property damaged by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. Suitable materials, equipment, and methods shall be used for such restoration. Restoration of existing property or structures shall be left in a satisfactory condition.

### **PART 2 - PRODUCTS**

Not Used

### **PART 3 - EXECUTION**

Not Used

END OF SECTION

**DIVISION 2**

## **SPECIAL PROVISION**

### **AMENDMENT TO SECTION 520 -- CONCRETE MASONRY**

#### **PRECAST CONCRETE RIGID FRAME CULVERT**

This special provision provides for a precast concrete arched frame and wingwalls only and neither amends nor modifies other provisions of 520 of the State of New Hampshire Department of Transportation (NHDOT) Standard Specifications for Road and Bridge Construction (hereinafter referred to as NHDOT Standard Specifications), latest edition except as specified below.

All references to Method of Measurement, Basis of Payment and Payment Items in the NHDOT Standard Specifications are hereby deleted. References made to particular sections or paragraphs in the NHDOT Standard Specifications shall include all related articles mentioned therein.

#### **Description**

**1.1** This work shall consist of designing, furnishing and installing precast concrete rigid frame sections and wingwalls as shown on the contract plans. The joints between the sections shall be made watertight.

**1.2** The precast concrete rigid frame sections and wingwalls shall meet the design and manufacturing requirements of the AASHTO LRFD Bridge Design Specifications except as otherwise specified on the plans, in the proposal or in other sections of this Special Provision.

#### **Materials**

**2.1 Cement.** Portland cement shall be Type II or III conforming to AASHTO M 85 or M 240, as appropriate.

**2.1.1** All cement used in the manufacture of the members shall be the same brand, type and color, unless otherwise permitted.

**2.2 Aggregate.** Aggregate shall conform to the requirements of 520.2.2. The coarse aggregate gradation shall be as specified for Concrete Class AAA in 520.

**2.3 Admixtures.** All admixtures shall conform to the requirements of 520.

**2.4 Reinforcing Steel.** Reinforcing steel shall conform to the requirements of 544.

## **2.5 Concrete.**

**2.5.1** Concrete shall be controlled, mixed, and handled as specified in the pertinent portions of 520 unless otherwise specified herein.

**2.5.2** The Contractor shall submit a concrete mix design for approval in conformance with 520.

**2.5.2.1** The Contractor shall supply laboratory test reports that contain data on the mineralogy and potential reactivity for all aggregates being used in the concrete mix. All aggregates shall be tested in accordance with the requirements of AASHTO T 303 to determine alkali-silica reactivity. The laboratory supplying the test results shall provide evidence that the laboratory is properly equipped and qualified to perform the test methods. All test results submitted for alkali-silica reactivity shall be from tests conducted within one calendar year from the date the mix design is submitted to the Engineer.

**2.5.2.2** Mix designs using potentially alkali reactive aggregates shall include mitigation for reactivity and shall be submitted to the Engineer for approval. Mitigation of potentially reactive aggregates shall consist of one or more of the following methods: use of low alkali cement (less than 0.6 percent  $\text{Na}_2\text{O}$  equivalent); use of a mineral admixture; or use of a chemical admixture. The proposed mitigation method will be accepted for use after the NHDOT Bureau of Materials and Research reviews test results supplied by the Contractor that show the effectiveness of the mitigation. An effective mitigation technique would reduce the mean expansion to below 0.10% for alkali-silica reactivity when tested in accordance with AASHTO T303.

**2.5.2.3** Should a change in sources of material be made, a new mix design shall be established and approved prior to incorporating the new material. When unsatisfactory results or other conditions make it necessary, the Engineer will require a new mix design.

**2.5.3** Concrete for precast concrete sections shall conform to the requirements of Concrete Class AAA in 520.

## **Construction Requirements**

**3.1 Qualification of Fabricator.** Proof shall be given by the Contractor that the Fabricator is capable of and has the organization and plant for performing the work involved in manufacturing the precast concrete arched frame sections and wingwalls.

**3.2 Method of Manufacture.** Information as to the proposed method of manufacturing the precast concrete arched frame sections and wingwalls including the curing method shall be submitted for approval.

**3.3 Calculations** for the design of the precast concrete rigid frame sections for the loading specified on the contract plans in the proposal shall be submitted to the Engineer for approval.

These calculations shall be prepared and stamped by a Licensed Professional Structural Engineer licensed by the State of New Hampshire.

**3.3.1** A load rating of the precast concrete rigid frame using the load factor design method shall be performed. The NHDOT Form 4 - Bridge Capacity Summary completed and stamped by a Licensed Professional Structural Engineer registered in the State of New Hampshire shall be submitted with the shop drawings.

**3.4 Detailed shop drawings** shall be submitted by the Contractor for approval in accordance with the procedures outlined in the applicable sections of the Standard Specifications. Drawings shall be approved prior to beginning work covered by the drawings.

**3.4.1** Shop drawings for the precast concrete arched frame sections shall be prepared on NHDOT-standard full-size sheets (22 inches by 34 inches) and shall be stamped by a Licensed Professional Structural Engineer, with one hard copy and in portable document format (PDF). The shop drawings shall be properly titled as to project location and bridge components similar to the Contract Plans title box. The shop drawings shall include but not necessarily be limited to the following:

- a. Fully and accurately dimensioned views showing the geometry of the sections including all projections, recesses, notches, openings, blockouts, etc.
- b. Details and bending schedules of steel reinforcing showing clearly the size, spacing and location including any special reinforcing required but not shown on the contract plans in the proposal. Reinforcing or ties provided under lifting devices shall be shown in detail.
- c. Details and locations of all items to be embedded in the sections such as inserts, lifting devices, etc.
- d. Quantities for each section (concrete volume, reinforcing steel weight and total section weight).
- e. Description of method of curing, handling, storing, transporting and erecting the sections.

Upon approval of the shop drawings, they shall be revised to include any corrections from the review process and submitted to the Engineer, with one hard copy and in PDF.

**3.5 Inspection.** The Engineer shall have free entry at all reasonable times to the manufacturing site for the purpose of inspecting the precasting operation. At least four (4) weeks prior to the first casting, the Fabricator shall submit a schedule to the Engineer, showing the dates on which the arched frame sections will be cast.

**3.5.1** Concrete test cylinders shall be required for verification of the required concrete compressive strength.

**3.5.1.1** The concrete test cylinders, prepared from fresh concrete at the time of placing, shall be cured under the same temperature and moisture conditions as the precast concrete rigid frame sections and wingwalls for a minimum of 48 hours.

**3.5.1.2** If at any time during the progress of the work the concrete being furnished is, in the opinion of the Engineer, of improper consistency, is below specified strength, or is otherwise unsuitable, the Engineer reserves the right to stop the work until suitable corrective measures are taken by the Contractor. No additional compensation will be paid to the Contractor because of work stoppage resulting from deficient concrete.

**3.5.2** Concrete shall not be deposited in forms until all work related to the setting of the forms has been completed, all materials required to be embedded in the concrete have been placed, and the Engineer has inspected and approved said forms and materials. The inside surfaces of forms shall be cleaned of all dirt, mortar, and foreign materials and shall not contain pools of release agent.

**3.5.2.1** The Engineer reserves the right to reject forms for reuse which are in his/her opinion unsatisfactory unless and until they are satisfactorily repaired.

**3.6 Casting, erection, assembly and handling.** Casting shall not start until approval of the shop drawings has been received.

**3.6.1** The Contractor shall be responsible for the proper casting, handling, lifting, storing, transporting and erection of all sections so that they can be placed in the completed structure without damage. Improperly cast or damaged sections shall be repaired or replaced, as approved by the Engineer, at the Contractor's expense.

**3.7 Rejection of precast concrete sections.** Upon removal from the casting bed and prior to casting the next sections the Engineer may inspect the sections for defects described in 3.7.1. Defects will be identified and the Contractor shall take such measures as necessary to eliminate those defects in the next group of sections. If a defect occurs a second time, none of the defective sections may be repaired and will be rejected.

**3.7.1** The following are considered defects which may constitute cause for rejection:

1. Any cracks which extend to the reinforcing steel. The crack depth shall be determined by a method satisfactory to the Engineer.
2. Rock pockets or honeycomb over 3750 square mm (6 square inches) in area or over 25 mm (one inch) deep.
3. Any section having more than one honeycomb area per side or surface even though of smaller scope than defined above.
4. Any discontinuity of the concrete which would permit moisture to reach the reinforcing steel.

5. Edge or corner breakage exceeding 12 inches in length or over one inch in depth and damaged ends, where such damage would prevent making a satisfactory joint.
6. Extensive fine hair cracks or checks.
7. Rigid frame sections and/or wingwalls produced by racked or otherwise unsquared forms.

**3.7.2** The Engineer may approve repairs to occasional, non-recurring, and isolated defects. The Contractor shall submit procedures and materials for repairs to the Engineer for approval.



## SECTION 02210

### SITE AND SUBSURFACE INVESTIGATION

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes Contractor requirements and responsibilities for site and subsurface investigations.

##### 1.2 RELATED DOCUMENTS

- A. Drawings, general provisions of the Contract, General Conditions, Supplemental Conditions and Division 1 Specification Sections apply to this Section.

##### 1.3 SITE INVESTIGATIONS

- A. The Contractor acknowledges that he has satisfied himself as to the nature and location of the work and the general and local conditions, including but not limited to: transportation; disposal, handling, and storage of materials; availability of labor; availability of water, electric power, and roads; uncertainties of weather, groundwater table and other similar physical conditions at the site; the conformation of subsurface materials to be encountered; the character of equipment and facilities needed prior to and during the prosecution of the work; and all other matters which can in any way affect the work or the cost thereof under this Contract.
- B. Any failure by the Contractor to acquaint himself with all available information concerning the aforementioned conditions will not relieve the Contractor from responsibility for estimating properly the difficulty or cost of successfully performing the work.

##### 1.4 SUBSURFACE DATA

- A. The Contractor acknowledges that he assumes all risk contingent upon the nature of the subsurface conditions, to be actually encountered by Contractor in performing the work covered by the Contract, even though such actual conditions may result in the Contractor performing more or less work than he originally anticipated.

#### PART 2 - PRODUCTS

Not Used

#### PART 3 - EXECUTION

Not Used

END OF SECTION

## **SECTION 02230**

### **SITE CLEARING**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. This Section includes furnishing all labor, equipment, and materials, and performing all operations in connection with clearing and grubbing, protection of existing trees and vegetation, disposal of waste materials and debris, and stripping and stockpiling of topsoil, in accordance with the Drawings and Specifications and as directed by the Engineer.

##### **1.2 RELATED DOCUMENTS**

- A. Drawings, general provisions of the Contract, General Conditions, Supplemental Conditions and Division 1 Specification Sections apply to this Section.

#### **PART 2 - PRODUCTS**

Not Used

#### **PART 3 - EXECUTION**

##### **3.1 CLEARING AND GRUBBING**

- A. No clearing operations shall begin until the limits of clearing have been determined in the field by the Engineer and Contractor. Contractor shall flag limits of clearing for review by the Engineer prior to the start of any construction. Verify that existing plant life designated to remain is tagged or identified in the field.
- B. Remove trees, shrubs, brush, vines, grass and other vegetation, improvements, or obstructions that are interfering with the installation of new construction, except as specified or indicated otherwise to be left standing. All stumps shall be removed in their entirety, unless otherwise specified. Roots and matted roots shall be grubbed out to at least 30 inches below the existing grades shown on the Drawings.

##### **3.2 PROTECTION**

- A. Provide protection necessary to prevent damage to existing improvements indicated to remain in place or outside of the limits of work. Existing trees and shrubbery to remain shall be protected from injury. Except as otherwise directed, cutting and trimming of existing trees shall not be permitted. Existing trees to remain, and which are liable to be damaged by construction operations, shall be boxed and protected as directed. Protection shall be maintained until completion of the work of the

Contractor, unless otherwise directed by the Engineer.

1. Protect improvements on adjoining properties and on Owner's property.
  2. Restore improvements damage by Contractor's clearing activities to their original condition at no additional cost to the Owner.
- B. Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction. Use only hand methods for grubbing inside the drip line of trees indicated to be left standing.
- C. Conduct site clearing operations to ensure minimum interference with roads, streets, walks and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

### 3.3 DISPOSAL OF WASTE MATERIALS

- A. Remove waste, unsuitable and excess materials from Owner's property and dispose of same off site in accordance with all local, state and federal regulations. Contractor shall provide written documentation of proper disposal of all material cleared and grubbed from the site, and compliance with all applicable regulations.
- B. All timber designated in the field not to be disposed of by the Contractor shall be stored at a nearby location for ultimate disposal by the Owner. Timber to be stored shall be de-branched, cut into six foot lengths and stacked as directed by the Engineer.
- C. Burning and/or burial of cleared and grubbed material on site shall not be permitted.

### 3.4 STRIPPING AND STOCKPILING TOPSOIL

- A. Topsoil shall be carefully removed, to the depths directed, over all areas to be excavated and over all other areas to be disturbed as a result of the Contractor's operations in the performance of the work.
- B. The topsoil shall be transported and deposited in storage piles convenient to the areas which are subsequently to receive the application of topsoil, separate from other excavated materials, and in approved locations.
- C. The topsoil shall be stockpiled free of roots, stones and other undesirable material. The Contractor shall take all necessary precautions to prevent other excavated material or other objectionable material from becoming intermixed with the topsoil, either before or after the stripping and stockpiling operations. Stripping operations shall be completed prior to excavation, trenching, or grading operations.
- D. Topsoil which has been stripped and stockpiled, but is not needed after the completion of all final placement of topsoil and seed, shall be stockpiled on site in a location to be approved by the Engineer and shall remain the property of the Owner.

### 3.5 STOCKPILES

- A. Stockpiles shall be neatly trimmed and graded to provide drainage from surfaces and to prevent depressions where water may become impounded. All construction operations shall be performed so as not to cause mixing of objectionable materials with the stockpiled material, and stockpiles shall be protected and shall not be disturbed except for subsequent operations for replacing the material. The location of stockpiles shall be approved by the Owner and the Engineer.

END OF SECTION

## **SECTION 02300**

### **EARTHWORK**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. This Section includes furnishing all plant, labor, equipment and materials and performing all operations in connection with excavations, excavation support systems, dewatering, blasting, backfilling, filling, grading, constructing embankments, compaction and appurtenant work, complete in place, in accordance with the Drawings and Specifications and as directed by the Engineer.

##### **1.2 RELATED DOCUMENTS**

- A. Drawings, general provisions of the Contract, General Conditions, Supplemental Conditions and Division 1 Specification Sections apply to this Section.
- B. The State of New Hampshire Department of Transportation (NHDOT) Standard Specifications for Road and Bridge Construction (hereinafter referred to as NHDOT Standard Specifications), latest edition.
  - 1. All references to Method of Measurement, Basis of Payment and Payment Items in the NHDOT Standard Specifications are hereby deleted. References made to particular sections or paragraphs in the NHDOT Standard Specifications shall include all related articles mentioned therein.

##### **1.3 SUBMITTALS**

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Backfill Materials: The Contractor shall submit a grain size analysis and curve performed in accordance with ASTM D422 and a moisture density curve indicating the maximum dry density and optimum moisture content in accordance with ASTM D1557, for each proposed source of backfill for review by the Engineer. The grain size analysis shall indicate that the backfill material conforms to the gradation requirements specified.
- C. Filter Fabric: Submit the manufacturer's information on the filter fabric to the Engineer for review.
- D. Submit the qualifications of the independent geotechnical testing laboratory performing soil testing and inspection services during earthwork operations. The geotechnical testing laboratory must demonstrate to the Engineer's satisfaction, based on evaluation of laboratory submitted criteria conforming to ASTM D3740, that it has the experience and capability to conduct required field and laboratory geotechnical

testing. Laboratory shall be supervised by a Registered Professional Engineer in the State of New Hampshire.

E. Excavation Support and Dewatering Plans:

1. Design Responsibility: The design of the excavation support and dewatering systems is the responsibility of the Contractor. The designs shall be prepared, sealed and signed by a registered Professional Engineer registered in the State of New Hampshire with a minimum of five years experience designing excavation support systems and dewatering systems.
2. Excavation Support Plan:
  - a. Design excavation support systems in accordance with the Drawings and the Specifications.
  - b. Design internal bracing support members for the maximum forces during excavation or removal stages.
  - c. Design excavation support systems in a manner permitting safe and expeditious construction of permanent structures, minimizing movement or settlement of the ground, and preventing damage to adjacent facilities.
  - d. For support systems in which bracing is installed between opposite sides of the excavation, design and construct support of both sides to obtain comparable rigidity.
  - e. Choose location of excavation support to allow for expected deviations from line during installation without encroaching on future permanent structures or right-of-way limits.
  - f. Tiebacks are not permitted.
  - g. Excavation support systems shall be located within the right-of-way or easements.
  - h. Submit drawings for the record, for contractor-designed excavation support systems.
  - i. Submit design calculations for the record, including theoretical deflections of all excavation support members, and anticipated surface settlement versus horizontal distance from excavation support members. The design calculations shall be prepared, sealed and signed by the Registered Professional Engineer, Registered in the State of New Hampshire responsible for the design.
  - j. Proceed with caution in areas of utility facilities. Expose utility facilities by hand excavation or by other methods acceptable to the utility owner and the Engineer.

- k. If existing utility facilities interfere with the proposed method of support, modify or relocate such facilities as required. Written permission shall be obtained from the Engineer prior to any modification or relocation of any existing facility.

3. Dewatering Plan:

- a. Design Criteria: The Contractor is responsible for the adequacy of the groundwater control systems, and for designing groundwater control systems, to:
  - 1) Provide a substantially dry and stable subgrade for the prosecution of the subsequent operations.
  - 2) Not result in damage to adjacent properties, buildings, structures, utilities, other work, work of adjacent contracts, and other facilities.
  - 3) Prevent soil particles and debris from entering the discharge by providing trash racks and sedimentation basins as required.
  - 4) Assure that after 12 hours of initial pumping, no soil particles will be present in discharge.
  - 5) The groundwater level shall be maintained at least 3 feet below the pipe invert during excavation, construction and backfilling.
  - 6) Collection and disposal of groundwater discharge shall be in accordance with all Federal, State and local codes, rules and regulations. The Contractor shall obtain all necessary permits.
- b. Prior to installation of the groundwater control system, submit working drawings and design data for the record, showing the following:
  - 1) The proposed type of groundwater control system.
  - 2) Arrangement and location of groundwater control system components. Description of equipment and other components to be used, with installation, operation, maintenance, and sediment disposal procedures.
  - 3) Types and sizes of sedimentation basins and filters.
  - 4) Design calculations demonstrating adequacy of the purposes groundwater control system and equipment.
  - 5) Within one week, resubmit revised working drawings as necessary to reflect changes required by field conditions.
  - 6) Obtain and submit to the Engineer, required agency permits for discharge

of effluent. Submit two copies of all required permits at least one week prior to system installation.

#### 1.4 EXCAVATION CLASSIFICATIONS

- A. Earth Excavation or "Excavation" consists of removal of materials encountered to the subgrade elevations indicated and subsequent reuse or disposal of the materials removed. All excavation is classified as earth excavation unless it otherwise meets the classifications provided below for unauthorized excavation, additional excavation, or rock excavation.
  
- B. Unauthorized Excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the Engineer. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at Contractor's expense.
  - 1. Under footings, foundations bases, concrete slabs, retaining walls or other structures, fill unauthorized excavations to the proper elevations with lean concrete. Elsewhere, backfill and compact unauthorized excavations as specified for excavations of the same class, unless otherwise directed by the Engineer.
  
- C. Additional Excavation:
  - 1. When excavation has reached required subgrade elevations, notify the Engineer who will review subgrade conditions.
  - 2. If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by the Engineer.
  - 3. Removal of unsuitable material and its replacement as directed will be paid on the basis of contract conditions relative to changes in work or as provided for under the unit rates for this classification.
  
- D. Rock Excavation:
  - 1. Rock excavation in trenches and pits includes removal and disposal of materials and obstructions encountered which cannot be excavated with a 1.0 cubic yard (heaped) capacity, 42-inch wide bucket on track-mounted power excavator equivalent to Caterpillar Model 215, rated at not less than 90HP flywheel power and 30,000 lb. drawbar pull. Trenches in excess of 10 foot 0-inches in width and pits in excess of 30 feet 0-inches in either length or width are classified as open excavation.
  - 2. Rock excavation in open excavations includes removal and disposal of materials and obstructions encountered which cannot be dislodged and excavated with modern track-mounted heavy-duty excavating equipment without drilling, blasting or ripping. Rock excavation equipment is defined as Caterpillar Model No. 973 or No. 977K, or equivalent track-mounted loader, rated at not less than 170HP



flywheel power and developing 40,000 lb. break-out force (measured in accordance with SAE J732C).

3. Determination of rock excavation classification will be made by the Engineer. Typical of materials classified as rock are boulders 1.0 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits. Intermittent drilling, blasting or ripping performed to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation. Do not perform rock excavation work until material to be excavated has been cross-sectioned and classified by Engineer. If the area to be excavated is preblasted prior to the excavation of overburden soils, the Engineer shall be notified at least two days in advance to allow observation of the preblast drilling by the Engineer in order to classify the excavation. Visual observation of the completed excavation may be made by the Engineer to modify the excavation classifications. Removal of rock excavation prior to classification by the Engineer shall be considered as earth excavation unless accepted by the Engineer in writing. Such excavation will be paid on the basis of contract unit rates for this classification.

## 1.5 EXCAVATION

- A. The Contractor shall perform all excavations of every description and of whatever substances encountered, in a manner as required to allow for placing of temporary earth support, forms, installation of pipe and other work, and to permit access to the Engineer for the purpose of observing the work. Bottoms of trenches and excavations shall be protected from frost and shall be firm, dry and in an acceptable condition to receive the work; work shall not be placed on frozen surfaces nor shall work be placed on wet or unstable surfaces.
- B. All excavations made in open cut will be controlled by the conditions existing at the various locations and shall always be confined to the limits as designated by the Engineer. In no case shall earth be excavated or disturbed by machinery so near to the finished subgrade for structures and pipelines as to result in the disturbance of the earth below the subgrade. The final excavation to subgrade should be accomplished with a smooth faced bucket or by hand if directed by the Engineer.
- C. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property.
- D. Contractor shall provide suitable and safe means for completely covering all open excavations and for accommodating travel when work is not in progress.

## 1.6 TEMPORARY EARTH SUPPORT

- A. The Contractor shall furnish, place and maintain such sheeting, shoring, and bracing at locations necessary to support the sides of excavations and to prevent danger to persons or damage to pavements, facilities, utilities, or structures, and to prevent injurious caving or erosion or the loss of ground, and to maintain pedestrian and

vehicular traffic as directed and required.

- B. In all sheeting, shoring and bracing operations, care shall be taken to prevent injury to persons or damage to structures, facilities, utilities and services. Any injuries to persons shall be the responsibility of the Contractor; and any damage to the work occurring as a result of settlement, water or earth pressure, or other causes due to inadequate bracing or other construction operations of the Contractor shall be satisfactorily repaired or made good by the Contractor, at no additional expense to the Owner.
- C. Where sheeting is to be used, it shall be driven ahead of excavation operations to the extent practicable so as to avoid the loss of material from behind the sheeting; where voids occur outside of the sheeting, they shall be filled immediately with selected fill, thoroughly compacted.
- D. The Contractor shall leave in place all sheeting and bracing at the locations and within the limits ordered by the Engineer in writing. The Contractor shall cut off the sheeting at elevations to be determined by the Engineer.
- E. The Contractor shall comply with all federal, state, and local safety regulations, and requirements.

#### 1.7 GROUNDWATER CONTROL

- A. The Contractor shall provide, at his own expense, adequate pumping and drainage facilities to maintain the excavated area sufficiently dry from groundwater and/or surface runoff so as not to adversely affect construction procedures nor cause excessive disturbance of underlying natural ground. The drainage of all water resulting from pumping shall be managed so as not to cause damage to adjacent property.
- B. Any damage resulting from the failure of the dewatering operations of the Contractor, and any damage resulting from the failure of the Contractor to maintain all the areas of work in a suitable dry condition, shall be repaired by the Contractor, as directed by the Engineer, at no additional expense to the Owner. The Contractor's pumping and dewatering operations shall be carried out in such a manner as to prevent damage to the Contract work and so that no loss of ground will result from these operations. Precautions shall be taken to protect new work from flooding during storms or from other causes. Pumping shall be continuous where directed by the Engineer to protect the work and/or to maintain satisfactory progress.
- C. All pipelines or structures not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected. Water from the trenches, excavations and drainage operations shall be disposed of in such a manner as to avoid public nuisance, injury to public health or the environment, damage to public or private property, or damage to the work completed or in progress.
- D. The Contractor shall control the grading in the areas surrounding all excavations so that the surface of the ground will be properly sloped to prevent water from running

into the excavated area. Where required, temporary ditches shall be provided for drainage. Upon completion of the work and when directed, all areas shall be restored by the Contractor in a satisfactory manner and as directed.

## 1.8 BLASTING

- A. Employ an approved, independent, vibration/blasting consultant to conduct pre-blast surveys of the interior and exterior of all buildings, to conduct test blasting prior to production blasting, to devise suitable blasting procedures for production blasting, and to monitor production blasting.
- B. Conduct a pre-construction survey of the interior and exterior of all buildings located within 75 feet of the work area. Survey shall include videotape and still photographs to document pre-construction conditions.
- C. Test blast to develop control procedures for production blasting so that no disturbance or damage shall be done to utilities, equipment, buildings, or structures.
- D. Based on the results of test blasting, have the vibration blasting consultant develop a suitable blasting program and distance-quantity of explosive tables for the production blasting. Submit the blasting program and distance-quantity tables for the record to the Engineer prior to commencement of production blasting. Conduct production blasting operations in accordance with the blasting program.
- E. Require the vibration/blasting consultant to perform continuous monitoring of blasting operations. Monitor blasting with a minimum of two 3-component seismometers that record the entire particle velocity wave train and not just peak velocities. Obtain accurate, legible seismometer records of monitored blasts. Submit three copies of blast records to the Engineer within 7 days after blasting.
- F. Perform continuous monitoring of construction operations and periodic monitoring of structures adjacent to work area to ensure structures are not affected by construction operations. Establish a temporary benchmark elevation on adjacent structures and monitor structures for potential settlement.
- G. Keep and submit to Engineer and at time specified by Engineer, an accurate record of each blast showing general location of blast, depth and number of drillholes, kind and quantity of explosive used, kind and number and interval of delay periods used, and other data required for a complete record.
- F. If evidence of disturbance or damage to utilities, equipment, buildings, or structures is observed or reported, immediately notify the Engineer and discontinue blasting operations and require vibration/blasting consultant to recommend revised blasting procedures. Consult with Engineer regarding revised procedures.
- G. Initiate the revised procedures before blasting is continued.
- H. Restore or replace utilities, equipment, buildings, or structures damaged by blasting operations at no cost to the Owner.

## I. Safety Requirements

1. Keep explosives on the site only in such quantity as needed for work under way and only during time as being used. Notify Engineer at least 24 hours in advance of intention to store and use explosives. Store explosives in a secure manner and separate from all tools. Store caps or detonators safely at a point over 100 ft. distant from explosives. Promptly remove from premises remaining material when need for explosives has ended.
  2. Conform to State, Federal, and municipal laws, ordinances, and regulations relating to transportation, storage, handling, and use of explosives. If any of above-mentioned laws, ordinances, or regulations require a licensed blaster to perform or supervise the work of blasting, employ a licensed blaster. Require him to have his license on site and permit examination by Engineer or other officials having jurisdiction.
  3. Conduct operations involving explosives with all possible care to avoid injury to persons and property. Do blasting only with such quantities and strengths of explosives and in such manner as will break rock approximately to intended lines and grades, leaving rock not to be excavated in an unshattered condition. Avoid excessive cracking of rock upon or against which any structure will be built. Prevent injury to existing pipes, structures and property above or below ground. Cover rock with logs or mats, or both. Give sufficient warning to persons in vicinity of work before a charge is exploded.
  4. Complete blasting within a distance of 50 ft. before any portion of a masonry structure is placed or any pipe is laid.
  5. Determine presence of two-way radios, stray electrical currents and other conditions adversely affecting blasting operations and implement necessary precautions to prevent accidents and premature blasts.
- J. Use sufficient explosive to shatter rock for future excavation. Complete shattering before any pipe or fitting is placed within 50 ft. of rock to be shattered.
- K. Remove shattered rock. If rock below normal depth is shattered due to drilling or blasting operations of Contractor and Engineer considers such shattered rock to be unfit for foundations, remove it and backfill excavation with concrete as required, except that in pipe trenches, use screened gravel for backfill. Do such removal and backfilling at no additional compensation.
- L. Remove dirt and loose rock, as directed, from designated areas and clean surface of rock thoroughly, using steam to melt snow and ice, if necessary. Remove water in depressions, so that whole surface of designated area can be inspected to determine whether seams or other defects exist.
- M. Rough surfaces of rock foundations sufficiently to bond well with masonry and embankments to be built thereon and, if required, cut to rough benches or steps.

- N. Remove from the rock surface to remain all vegetation, dirt, sand, clay, boulders, scale, excessively cracked rock, loose fragments, ice, snow, and other objectionable substances. Use picking, barring, wedging, streams of water under sufficient pressure, stiff brushes, hammers, steam jets, and other effective means to accomplish this cleaning, and remove free water left on the surface of rock. Perform all of above before any masonry or embankment is built on or against rock.
- O. Remove piles of boulders or loose rock encountered within limits of earth embankments to a suitable place of disposal.
- P. Use excavated rock in backfilling trenches subject to following limitations:
  - 1. Do not use pieces of rock larger than permitted by the Engineer.
  - 2. Do not allow rock quantities used in backfill in any location to result in formation of voids.
  - 3. Do not place rock backfill within 16 in. of surface of finish grade.
  - 4. Backfill with material obtained from outside sources at no additional compensation, when material suitable for backfilling is not available in sufficient quantity from other excavations.

1.9 QUALITY ASSURANCE

- A. Testing: Employ a certified, independent testing laboratory acceptable to Owner and Engineer to perform field and laboratory material evaluation tests. Materials and installed work may require testing and retesting at any time during progress of work. Tests, including retesting of rejected materials for installed work, shall be done at Contractor's expense.

**PART 2 - PRODUCTS**

2.1 BACKFILL MATERIALS

- A. Common Fill: Common fill shall be soil containing no stone greater than 2/3 loose lift thickness. The materials shall be free of trash, ice, snow, tree stumps, roots and other organic and deleterious materials. Common fill shall not contain more than 35 percent by weight of silt and clay. It shall be of such a nature and character that it can be compacted to the specified densities in a reasonable length of time. Topsoil and subsoil shall not be considered common fill.
- B. Structural Fill: Structural fill shall consist of gravel and sand consisting of hard durable particles, and free from trash, ice and snow, tree stumps, roots and other organic and deleterious or organic matter. Structural fill shall conform to the following gradation requirements:

Sieve Size	Percent Passing by Weight
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<b>Sieve Size</b>	<b>Percent Passing by Weight</b>
8-inch	100 (a)
3-inch	70-100
1-inch	45-90
No. 4	20-70
No. 10	15-60
No. 40	10-40
No. 200	0-10
(a) Four-inch maximum particle size within 12 inches of slab, footing or pavement grade.	

- C. Stone Fill, Class B: Class B stone fill shall be irregular in shape with approximately 50 percent of the mass having a minimum volume of 3 cubic feet, approximately 40 percent of the mass ranging between 1 and 3 cubic feet, and the remainder of the mass composed of spalls.
- D. Stone Fill, Class C: Class C stone fill shall consist of clean, durable fragments of ledge rock of uniform quality, reasonably free from thin or elongated pieces. The stone shall be made from rock which is free from topsoil and other organic material. The stone shall meet the following requirements and shall meet NHDOT Standard Specifications, Section 585.

<b>Sieve Size</b>	<b>Percent Passing by Weight</b>
12-inch	100
4-inch	50-90
1 ½ -inch	0-30
¾ -inch	0-10

- E. Crushed Ledge: Crushed ledge shall consist of durable crushed ledge, free from ice, and snow, sand, clay, loam or other deleterious or organic material. Crushed ledge shall conform to the following gradation requirements:

<b>Sieve Size</b>	<b>Percent Passing by Weight</b>
1-inch	90-100
½ -inch	60-80

Sieve Size	Percent Passing by Weight
No. 4	30-50
No. 200(a)	0-10
(a) Fraction passing the No. 4 Sieve.	

- F. **Crushed Stone:** Crushed stone shall consist of durable crushed rock or durable crushed gravel stone, free from ice and snow, sand, clay, loam, or other deleterious or organic material. The crushed stone shall be uniformly blended and shall conform to the following requirements and shall meet NHDOT Standard Specifications, Section 520, Standard Stone Size No. 67 and 89.

Sieve Size	Percent Passing by Weight	
	3/4-inch Stone (No. 67)	1/2-inch Stone (No. 89)
1-inch	100	---
3/4-inch	90-100	---
1/2-inch	---	100
3/8-inch	20-55	90-100
No. 4	0-10	20-55
No. 8	0-5	5-30
No. 16	---	0-10
No. 50	---	0-5

- G. **Crushed Gravel:** Crushed gravel shall consist of durable gravel and shall be free from ice and snow, sand, clay, loam, or other deleterious or organic material. Crushed gravel shall meet the following requirements and shall meet NHDOT Standard Specifications, Section 304.

Sieve Size	Percent Passing by Weight
3-inch	100
2-inch	95-100
1-inch	55-85
No. 4	27-52
No. 200(a)	0-12
(a) Fraction passing the No. 4 Sieve.	

- H. Gravel: Gravel shall consist of durable gravel and shall be free from ice and snow, rots, sod, rubbish, sand, clay, loam, or other deleterious or organic material. Gravel shall meet the following requirements and shall meet NHDOT Standard Specifications, Section 304.

Sieve Size	Percent Passing by Weight
6-inch	100
No. 4	20-75
No. 200(a)	0-12
(a) Fraction passing the No. 4 Sieve.	

- I. Sand: Sand shall consist of clean inert, hard, durable grains of quartz or other hard durable rock, free from clay, organic, surface coatings or other deleterious material. Sand shall conform to the following gradation requirements meeting NHDOT Standard Specification Section 304.

Sieve Size	Percent Passing by Weight
6-inch	100
No. 4	70-100
No. 200 (a)	0-12
(a) Fraction passing the No. 4 Sieve.	

- J. Controlled Density Fill: Controlled Density Fill (CDF) shall be self compacting, excavatable, cement-based backfill material. It shall consist of cement, fine aggregate, fly ash and water; air-entraining mixtures may also be added. The 28 day compressive strength shall be less than 100 psi, in place density shall be 90 to 100 psf. Air entrainment shall be 25% to 30%.

- K. Asphalt Stabilized Base: The material shall consist of the existing pavement blended with the underlying sand and gravel sub-base as required to meet these specifications. Reclaimed stabilized base shall have a minimum bitumen content between 3 and 5 percent and conform to the following gradation:

Sieve Size	Percent Passing by Weight
3"	100
1"-1½"	80-100



<b>Sieve Size</b>	<b>Percent Passing by Weight</b>
3/4"	55-90
No. 4	40-70
No. 200	3-10

## 2.2 FILTER FRABIC

- A. Filter Fabric: Filter Fabric used as a drainage medium shall consist of a nonwoven fabric made from polypropylene or polyethylene filaments or yarns. The fabric shall be inert to organic chemicals commonly encountered in the soil. The fabric shall conform to the following recommended property tests:

<b>Property</b>	<b>Unit</b>	<b>Test Method</b>	<b>Minimum Value</b>
Weight	oz/sy	ASTM D-3776-84	4.5
Grab Strength	lbs	ASTM D-4632-86	120
Grab Elongation	percent	ASTM D-4632-86	55
Trapezoid Tear Strength	lbs	ASTM D-4533-85	50
Mullen Burst Strength	psi	ASTM D-3786-80	210
Puncture Strength	lbs	ASTM D-4833-88	70

## PART 3 - EXECUTION

### 3.1 FILLING AND BACKFILLING

- A. Subgrade Preparation: After the subgrade has been shaped to line, grade, and cross-section, it shall be thoroughly compacted. This operation shall include any required reshaping and wetting to obtain proper compaction. All soft or otherwise unsuitable material shall be removed and replaced with suitable material from excavation or borrow. The resulting area, and all other low sections, holes, or depressions shall be brought to the required grade with accepted material and the entire subgrade shaped to line, grade and cross-section and thoroughly compacted.
- B. Backfill Material Selection:
1. Unless otherwise specified or directed, material used for filling and backfilling shall meet the requirements as herein specified.
  2. In general, the material used for backfilling utility trench excavations shall be material removed from the excavations provided that the reuse of these materials result in the required trench compaction and meets the requirements specified for

common fill.

3. All backfill placed within building limits shall be structural fill unless otherwise specified.
4. In areas where the bottom of the excavation is in fine sand and silt and is below the groundwater table, the first lift of backfill shall be 12 inches of compacted crushed stone, unless otherwise indicated on the Drawings, to provide a working mat and drainage layer.
5. Maintain backfill material with a uniform moisture content, with no visible wet or dry streaking, between plus 2 percent and minus 3 percent of optimum moisture content. The final filled soil mass shall be as uniform as possible in lift thickness, moisture content, and effort required to compact soil mass.

C. Trench Backfill:

1. The trenches shall be backfilled as soon as practicable with suitable material. All trench backfilling shall be done with special care, in the following manner and as directed by the Engineer.
2. Backfill material for pipe bedding shall be deposited in the trench, uniformly on both sides of the pipe, for the entire width of the trench to the springline of the pipe. The selected backfill material shall be placed by hand shovels, in layers not more than 4 inches thick in loose depth, and each layer shall be thoroughly and evenly compacted by tamping on each side of the pipe to provide uniform support around the pipe, free from voids.
3. The balance of backfill shall be spread in layers not exceeding 12 inches in loose depth. Each layer shall be thoroughly compacted by mechanical methods and shall contain no rock, stones or boulders larger than 4 inches in their greatest dimension.
4. All trench backfilling shall be done with special care and must be carefully placed so as not to disturb the work at any time; if necessary, a timber grillage or other suitable method shall be used to break the fall of material.
5. The moisture content of the backfill material shall be such that proper compaction will be obtained. Puddling of backfill with water will not be permitted.
6. Backfill within areas to receive topsoil or pavement construction shall be made to grades required to establish the proper subgrade for the placement of topsoil or pavement base courses.
7. In backfilling trenches, each layer of backfill material shall be moistened and compacted to a density at least equal to that of the surrounding undisturbed earth, and in such a manner as to permit the rolling and compaction of the filled trench or excavation with the adjoining earth to provide the required bearing value, so that paving of the excavated and disturbed areas, where required, can proceed

immediately after backfilling is completed.

8. Any trenches or excavations improperly backfilled or where settlement occurs shall be reopened, to the depth required for proper compaction, then refilled and compacted with the surface restored to the required grade and condition, at no additional expense to the Owner.
9. During filling and backfilling operations, pipelines will be checked by the Engineer to determine whether any displacement of the pipe has occurred. If the observation of the pipelines shows poor alignment, displaced pipe or any other defects, they shall be remedied in a manner satisfactory to the Engineer at no additional cost to the Owner.
10. The top 18 inches of backfill in unpaved roads shall be constructed with 6 inches of crushed gravel on top of 12 inches of gravel. The material shall be placed in three 6-inch lifts, each lift proof rolled and compacted with rollers before placing subsequent lifts.

D. Backfilling Against Structures:

1. Backfilling against masonry or concrete shall not be done until permitted by the Engineer. The Contractor shall not place backfill against or on structures until they have attained sufficient strength to support the loads (including construction loads) to which they will be subjected, without distortion, cracking or other damage. As soon as practicable after the structures are structurally adequate and other necessary work has been satisfactorily completed, special leakage tests of the structures shall be made by the Contractor, as required by the Engineer. After the satisfactory completion of leakage tests and the satisfactory completion of any other required work in connection with the structures, the backfilling around the structures shall proceed using suitable and approved excavation material. The best of the backfill material shall be used for backfilling within 2 feet of the structure. Just prior to placing backfill, the areas shall be cleaned of all excess construction material and debris and the bottom of excavations shall be in a thoroughly compacted condition.
2. Symmetrical backfill loading shall be maintained. Special care shall be taken to prevent any wedging action or eccentric loading upon or against the structures. During backfilling operations, care shall be exercised that the equipment used will not overload the structures in passing over and compacting these fills. Except as otherwise specified or directed, backfill shall be placed in layers not more than 12 inches in loose depth and each layer of backfill shall be compacted thoroughly and evenly using approved types of mechanical equipment. Each pass of the equipment shall cover the entire area of each layer of backfill.
3. In compacting and other operations, the Contractor shall conduct his operations in a manner to prevent damage to structures due to passage of heavy equipment over, or adjacent to, structures, and any damage thereto shall be made good by the Contractor at no additional expense to the Owner.

E. After backfilling trenches and excavations, the Contractor shall maintain the surfaces

of backfill areas in good condition so as to present a smooth surface at all times level with adjacent surfaces. Any subsequent settling over backfilled areas shall be repaired by the Contractor immediately, in a manner satisfactory to the Engineer, and such maintenance shall be provided by the Contractor for the life of this Contract, at no additional expense to the Owner.

- F. The finished subgrade of the fills and filled excavations upon which topsoil is to be placed, or pavements are to be constructed, shall not be disturbed by traffic of other operations and shall be maintained in a satisfactory condition until the finished courses are placed. The storage or stockpiling of materials on finished subgrade will not be permitted.
- G. Uniformly smooth grading of all areas to be graded, as indicated and as directed, including excavated and filled sections, embankments and adjacent transition areas, and all areas disturbed as a result of the Contractor's operations, shall be accomplished. The finished surfaces shall be reasonably smooth, compacted and free from surface irregularities.

### 3.2 COMPACTION

- A. **Compaction Requirements:** The degree of compaction is expressed as a percentage of the maximum dry density at optimum moisture content as determined by ASTM Test D1557, Method C unless otherwise noted. The compaction requirements are as follows:

Area	ASTM Density Degree of Compaction
Below footings	95%
Below slabs	95%
Wearing and base course pavement	95% *
Aggregate and reclaim base course below pavement	95% *
Subgrade below aggregate/reclaim base course	92%
Trench backfill - below pavements	95%
- below landscaped areas	90%
- below structures	95%
Other areas	90%

\* The criteria for degree of compaction and density testing methodology shall be as specified in NHDOT Standard Specifications.

- B. **Moisture Control:**
  - 1. Fill that is too wet for proper compaction shall be disced, harrowed, or otherwise

dried to a proper moisture content to allow compaction to the required density. If fill cannot be dried within 24 hours of placement, it shall be removed and replaced with drier fill.

2. Fill that is too dry for proper compaction shall receive water uniformly applied over the surface of the loose layer. Sufficient water shall be added to allow compaction to the required density.

C. Unfavorable Conditions:

1. In no case shall fill be placed over material that is frozen. No fill material shall be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by heavy rains, fill operations shall not be resumed until the moisture content and the density of the previously placed fill are as specified.
2. In freezing weather, a layer of fill shall not be left in an uncompacted state at the close of the day's operations. Prior to terminating work for the day, the final layer of compacted fill shall be rolled with a smooth wheeled roller to eliminate ridges of soil left by compaction equipment.

D. Compaction Control:

1. In-place density tests shall be made in accordance with ASTM D1556, D2922, D2167 or NHDOT Standard Specifications (roadway construction only) as the work progresses, to determine the degree of compaction being attained by the Contractor. Any corrective work required as a result of such tests shall be performed by the Contractor at no additional expense to the Owner. In-place density tests shall be made a Contractor's expense by a testing laboratory experienced and certified to complete required testing.
2. The Engineer's duties do not include supervision or direction of the actual work by the Contractor, his employees or agents. Neither the presence of the Engineer nor any observation and testing performed by Engineer shall excuse the Contractor from defects discovered in his work at that time or subsequent to the testing.
3. In-place density tests shall be performed as a minimum according to the following or as directed by the Engineer:
  - a. Two tests per lift under spread footings and slabs.
  - b. A minimum of every 10 cubic yards of backfill in trenches or around structures.
  - c. In accordance with NHDOT Standard Specifications for roadway construction.

### 3.3 FINE GRADING

- A. Before placement of surface treatment or base course material, the subgrade shall be

shaped to a true surface conforming to the Drawings. All depressions and high spots shall be filled with suitable material or removed and such areas again compacted until the surface is smooth and properly compacted. A tolerance of 1/2-inch above or below the finished subgrade will be allowed provided that this 1/2-inch above or below grade is not maintained for a distance longer than 50 feet and that the required crown is maintained in the subgrade. Any portion which is not accessible to a roller shall be thoroughly compacted by other mechanical methods.

### 3.4 TEMPORARY EARTH SUPPORT

- A. Install, maintain, and remove the excavation support system in accordance with the record drawings, and in such a manner as to prevent movement, settlement, or loss of ground, removal of fines from the adjacent ground, and damage to or movement of adjacent structures.
- B. Perform field welding by certified welders in accordance with American Welding Society Standard AWS D 1.1, "Structural Welding Code."
- C. The distance from ground surface to the uppermost brace level or tieback shall not exceed 5 feet. The vertical distance between brace levels shall not exceed 12 feet. The maximum distance between the lowermost brace level to the excavation bottom shall not exceed 10 feet.
- D. Soldier Piles and Lagging:
  - 1. Use only in areas where the groundwater table outside of the excavation support system is lower than the bottom of excavation.
  - 2. Prebore holes for soldier poles to a diameter at least 4 inches larger than the maximum diagonal dimension of the pile sections. Extend holes to the full design depth of the soldier pile.
  - 3. Carry bottom of soldier pile design below the main excavation adequate to prevent lateral and vertical movement. In areas where additional excavation is required below the main excavation subgrade after the soldier poles have been installed, make provisions to prevent movement of main excavation supports.
  - 4. After seating soldier piles in pre-excavated holes, encase piles with structural concrete by tremie methods up to the lowest point of the excavation adjacent to the pile location. Immediately fill remainder of the hole with lean concrete or sand by tremie methods, completely encasing the pile.
  - 5. After concrete filled soldier piles have attained 25% of concrete design strength, excavation may proceed. As excavation proceeds, remove lean concrete or sand from pile as long as excavation progresses sufficient to place lagging. Follow the excavation closely with placement of lagging.
  - 6. Use timber lagging, precast reinforced concrete lagging, or steel sheeting secured in place to soldier piles, or installed behind flanges. Use precast reinforced

concrete members or steel sheeting secured in place to soldier piles when excavation support system is to be left in place.

7. Carefully perform excavation for the installation of lagging to minimize the formation of voids.
8. If unstable material is encountered during excavation, take suitable measures to stabilize it and prevent ground displacement.
9. Maintain a sufficient quantity of material on hand for lagging, bracing, and other operations for protection of the work and for use in case of an accident or an emergency.
10. Fill voids behind lagging with sand bags or other material acceptable to the Engineer.
11. The hole bottom shall be cleaned free of all loose soil using methods acceptable to the Engineer.

E. Sheet Piling:

1. Install sheet piling to the depth below the bottom of excavation to prevent movement of the supported soil, to cut off groundwater, and prevent heaving or piping of the bottom of the excavation.
2. Grout may be used by the Contractor, or the Contractor may be directed by the Engineer to use grout to increase the stability and strength of soil, to minimize soil loss, or to control seepage through interlocks.

F. Internal Bracing for Support System:

1. Use wales, struts, and rakers as necessary to provide internal excavation support. Continuous wales shall be used for either sheet piles, or soldier piles and lagging.
2. When wales are used, obtain tight bearing between wales and wall, and ample bearing area with wedges and packing for load transfer. Connections between struts, wales, and the wall system shall be capable of resisting the design compressive loads as well as a tensile load equal to ten percent of the strut compressive design load.
3. Provide struts with intermediate bracing as needed to enable the struts to carry the maximum load without distortion or buckling. The slenderness ratio of the struts shall be less than 120.
4. Provide diagonal bracing as needed for stability of the system.
5. Include web stiffeners, plates, or angles as needed to prevent rotation, crippling, or buckling of connections and points of bearing between structural steel members. Allow for eccentricities caused by field fabrication and assembly.

6. Install and maintain internal bracing support members in tight contact with each other and with the surface being supported.
7. Preload internal bracing members, including struts, shores and similar members to 50 percent of the design load.
  - a. Use procedures that produce uniform loading members without inducing harmful eccentricities, over-stressing, or distortion.
  - b. Make provisions for permanently fixing each member with steel shims or wedges welded into place.
  - c. Accomplish preloading by jacking supports in place against soldier piles or wales. Do not use wooden wedges to preload bracing members.
  - d. Include in the preloading system the means to determine, within five percent, the amount of preload induced into bracing members.
8. Excavate no more than 2 feet below the bottom of strut about to be placed. Install strut, and preload immediately after installation and before continuing excavation.
9. Do not remove internal bracing and transfer loads to the permanent structure except as provided in the accepted design. When removing struts, increased vertical spacing will not be allowed.

G. Removal of Excavation Support:

1. Remove all portions of the excavation support system. When removing the excavation support system, do not disturb or damage adjacent buildings, structures, waterproofing material, or utilities. Fill voids immediately with lean concrete.
2. Remove non-salvageable material of the excavation support system from the site immediately.
3. The Contractor shall be responsible for any damage to adjacent buildings, structures, waterproofing material, or utilities due to the removal of the excavation support system. All damage to existing buildings, structures, waterproofing materials, or utilities shall be repaired immediately by the Contractor to the satisfaction of the Owner, Utility Owner, and the Engineer, at no additional cost to the Owner or the Utility Authority.

END OF SECTION



## **SECTION 02370**

### **EROSION AND SEDIMENTATION CONTROL**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. This Section includes furnishing all labor, equipment, and materials and performing all operations in connection with the construction, maintenance and removal of erosion and sedimentation checks and controls, stabilization of slopes and disturbed areas, protection of resource areas, and disposal of sediment and surface water, in accordance with the Drawings and Specifications and as directed by the Engineer.

##### **1.2 RELATED DOCUMENTS**

- A. Drawings, general provisions of the Contract, General Conditions, Supplemental Conditions and Division 1 Specification Sections apply to this Section.

##### **1.3 SUBMITTALS**

- A. Submit in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Submit manufacturer's literature and catalog data, or both, showing that the materials provided meet the requirements of this Specification.
- C. Submit manufacturer's certificates of compliance that the silt fence and matting/blankets meet the Specifications.
- D. Submit samples of silt fence and matting/blanket materials.
- E. Submit erosion and sedimentation control plan as directed by the Engineer.

#### **PART 2 - PRODUCTS**

##### **2.1 HAY BALES**

- A. Hay bales shall consist of hay from acceptable grasses and legumes, free from weeds, reeds, twigs, chaff, debris, other objectionable material or excessive amounts of seeds and grain. It shall be free from rot or mold and the moisture content shall not exceed fifteen (15) percent by weight at the time of weighing.
- B. The hay shall be securely baled with wire of adequate size to allow for possible rusting while in use and to permit rehandling when the bale is in a saturated condition.
- C. Individual bales shall be of a longitudinal shape not exceeding one hundred (100)

pounds when weighed.

## 2.2 SILT FENCE

- A. Filter fabric for silt fence shall consist of pervious sheets of woven propylene, nylon, polyester, or ethylene yarn. Material shall meet the following requirements:

<b>Requirement</b>	<b>Property</b>	<b>Test Method</b>
Tensile Strength	ASTM D 1682 Grab Test	100 lbs. min.
Grab Elongation	ASTM D 1682 Grab Test	30 % +/- 10%
Equivalent Opening Size	100 sieve min. 40 sieve max.	Corps of Engineers CW 02215
Bursting Strength	ASTM D 751 Diaphragm	175 psi min. Bursting Tester

- B. Filter fabric shall contain a stabilizer and/or inhibitors to make the filaments resistant to deterioration resulting from exposure to sunlight or heat to provide a minimum of 6 month of expected usable construction life at a temperature range of 0 degrees to 120 degrees F. The fabric filter shall be a minimum of 36 inches wide, cut from a continuous roll to finish fence length to avoid the use of seams. Splice filter fabric together only when absolutely necessary and only at a support post, with a minimum 6 inch overlap and securely sealed. The filter fabric shall be free of defects or flaws which significantly affect its physical and/or filtering properties.
- C. Wire fence reinforcement for fabric silt fences shall be a minimum of 30 inches in height, a minimum of 14 gauge and shall have a maximum mesh spacing of 6 inches. The wire fence reinforcement shall be used with all filter fabrics except those approved for use without a wire fence reinforcement by the manufacturer.
- D. Posts shall be of wood or steel and a minimum of 4 feet long. Wood posts shall be at least nominal 2 x 2 inches. Steel posts shall be round or U, T or C shaped with a minimum weight of 1.3 pounds per foot and have projections for fastening the wire to the fence.
- E. Wire staples for attaching filter fabric to wooden posts shall be No. 9 gauge and shall be at least one inch long.

## 2.3 MATTING/BLANKETS

- A. Jute Matting: Undyed and unbleached jute yarn woven into a uniform open, plain weave mesh, furnished in rolled strips conforming to the following physical requirements:

<b>Property</b>	<b>Requirement</b>
-----------------	--------------------

Width	48", plus or minus 1" 78 warp ends per width of cloth. 41 weft ends per yard
Weight	1.22 - 1.80 lbs/sq.yd., plus or minus 5%

- B. Excelsior Matting: Uniform web of interlocking wood excelsior fibers with a backing of mulch net fabric on one side only. The mulch net shall be of either twisted paper chord or cotton cord. Excelsior matting shall be furnished in rolled strips and shall conform to the following physical requirements.

Property	Requirement
Width	36", plus or minus 1"
Weight	0.80 lbs/sq.yd., plus or minus 5%

- C. Soil Erosion Matting: Enkamat Type 7020, 0.9 mm thick, by BASF Corp., or approved equal.
- D. Erosion Control Mulching Blanket: Hold/Gro by Gulf State Paper Corps., or approved equal.
- E. Staples: No. 11 (or heavier) plain iron wire, made from at least 12-inch lengths of wire bent to form a U of 1-1/2 to 2 inch width. Use longer staples for loose soils where otherwise required.

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. Erosion and sedimentation control measures shall be installed in accordance with manufacturer's recommendations, as indicated on the Drawings and as directed by the Engineer.
- B. Erosion and sedimentation control measures shall be installed following clearing and prior to grubbing operations. No removal of stumps, boulders, topsoil or preparation of excavation shall be performed until Engineer has approved the installation of erosion and sedimentation control measures.
- C. Contractor shall comply with all permits and conditions of permits issued for the project. Compliance shall be Contractor's responsibility whether or not the Contractor obtained the permit.
- D. Contractor shall comply with all local, federal and state regulations.
- E. Erosion and sedimentation control measures shall remain in place and be maintained by the Contractor until permanent measures have been established, unless otherwise

directed by the Engineer. Maintenance of control measures shall be performed by the Contractor at no additional cost to the Owner.

### 3.2 WORK IN RESOURCE AREAS

- A. Resource Areas: Resource areas are those areas, conditions or features which, when disturbed by construction activities, create an adverse environmental impact. Such areas include, but are not necessarily limited to densely wooded areas, steep slopes, wetland areas, streams, brooks, rivers and other water bodies.
- B. A sedimentation barrier consisting of a continuous row of staked hay bales and/or silt fence shall be placed between all resource areas and the work area to prevent soil materials from entering the resource area. This sedimentation barrier shall be inspected and maintained on a daily basis.
- C. The following activities shall not be permitted within 50 feet of designated resource areas:
  - 1. Stockpiling and storage of equipment or materials.
  - 2. Refueling of equipment.
  - 3. Maintenance and repair of vehicles and equipment.
- D. Should the Owner deem that the Contractor's activities are unnecessarily detrimental to resource areas, then the Owner reserves the right to order the Contractor to immediately cease all activities on-site until the situation is resolved to the satisfaction of the Owner.

### 3.3 MITIGATION

- A. All operations, particularly those associated with excavation and backfilling, shall be planned and executed in such a manner as to minimize the amount of excavated and exposed fill or other foreign material that is washed or otherwise carried into waterways or wetlands. The water quality of waterways or wetlands shall not be degraded due to construction operations.
- B. It is the intent of these Specifications to prevent the unnecessary occurrence of sedimentation or siltation of the adjacent waterways, wetlands, and their various impoundments. In the event that sedimentation or siltation prevention measures used by the Contractor prove to be inadequate, as determined by the Engineer, the Contractor shall be required to adjust his operations to the extent necessary to prevent any such sedimentation or siltation from occurring.
- C. Contractor shall keep streams, wetlands, and other water crossings clear of mud, silt, debris, and other objectionable materials resulting from Contractor's construction operations.
- D. Contractor shall protect existing drainage structures from siltation. Contractor shall

remove accumulated silt from drainage structures at no additional cost to the Owner.

- E. Contractor shall maintain the flow capacity of river and stream channels to prevent unnatural flooding due to Contractor's operations.
- F. Contractor shall preserve existing natural drainage patterns and vegetative cover.
- G. Contractor shall use temporary vegetation, soil stabilization matting and mulching to protect areas exposed during construction. Contractor shall minimize the amount of bare earth exposed at any one time during construction, and he shall also minimize the length of time bare earth is exposed.
- H. Baled hay shall be placed to form temporary water stops, dams, diversions, dikes, berms and for other uses connected with water pollution control. Bales that become clogged to be effective shall be removed from the site and new bales provided as directed by the Engineer. Bales shall be replaced as often as necessary to provide effective sedimentation control.
- I. On sloping terrain, hay bales may be used to trap sediment until vegetation has become established.
- J. Install hay bale or gravel check dams at 50-foot intervals along the centerline of drainage ditches as shown on the Drawings and as directed by the Engineer until permanent surface treatments are installed and fully stabilized.
- K. Hay bales or other materials necessary for sedimentation and erosion control shall be placed and maintained along wetland and waterway boundaries and along street drains in roadways if sediment is to be left overnight or if there is rain during construction activities. All soil left overnight along roadways adjacent to waterways and wetlands shall be covered.
- L. Sediment-laden water that is being pumped from the trenches or excavations shall not be pumped directly into watercourses or wetlands. Sedimentation basins of hay bales, check dams, silt fence or other means acceptable to the Engineer shall be used for this purpose.
- M. Spoil resulting from trench excavation or grading shall be leveled or removed to permit free entry of water from adjacent land surfaces without excessive erosion or harmful ponding.
- N. No volume of fill additional to preconstruction conditions shall be left in areas subject to flooding.
- O. A stockpile of haybales and silt fence will be maintained at the project for use as needed for repair or reinforcement of the sedimentation controls until the area is stabilized.
- P. Silt fence and sedimentation barriers shall be maintained at no additional cost to the Owner as follows:

1. Inspect silt fences and sedimentation barriers immediately after each rainfall and at least daily during prolonged rainfall. Provide any required repairs immediately. Should the fabric on a fabric silt fence decompose or become ineffective prior to the end of the expected useful life, and the barrier still be necessary, replace the fabric promptly.
  2. Remove sediment deposits after each storm event as directed by the Owner. As a minimum, remove sediment when deposits reach approximately one-half the height of the barrier.
  3. Dispose of sediment deposits off-site, placed upland in a manner which will prevent its later erosion into the resource protection area, or in manner approved by the Owner.
  4. Maintain the fabric silt fence until all upslope soils are permanently stabilized by vegetation.
- P. Periodically inspect earthwork to detect any evidence of erosion and sedimentation and promptly apply corrective measures.
- Q. Erosion and sedimentation control measures shall be disposed of in accordance with all local, state and federal regulations following the completion of construction activities in a particular area.

END OF SECTION

## SECTION 02510

### WATER DISTRIBUTION SYSTEM

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes the furnishing of all labor, equipment and materials, and performing all operations in connection with furnishing, installing and testing pipe, pipe fittings, valves, hydrants, and accessories of various sizes, classes, joints and types, and appurtenant work for the construction of water distribution systems, complete in place, in accordance with the Town's Water Department requirements, the Drawings and Specifications and as directed by the Engineer.

##### 1.2 RELATED DOCUMENTS

- A. Drawings, general provisions of the Contract, General Conditions, Supplementary Conditions and Division 1 Specification Sections apply to this Section.

##### 1.3 SUBMITTALS

- A. Submit in accordance with Conditions of Contract and Division I Specification Sections.
- B. Submit manufacturer's technical product data and installation instructions for materials and products.
- C. Submit shop drawings, descriptive literature and manufacturer's data showing pipe dimensions, joint and restraint system for each type and class of pipe.
- D. Submit manufacturer's certificates of compliance that the pipe, fittings and specials meet the Specifications and have been manufactured and tested in accordance with AWWA and ANSI specifications.
- E. Submit shop drawings or descriptive literature, or both, showing dimensions and other details for each type and class of valve and tapping sleeve to be furnished for the project. All valves and tapping sleeves furnished under the Contract shall be manufactured in accordance with the Specifications.
- F. Submit shop drawings or descriptive literature, or both, showing hydrant dimensions and other details. All hydrants furnished under the Contract shall be manufactured in accordance with the Specifications and the Drawings.
- G. Submit a detailed description of proposed testing, flushing and disinfection procedures. The description shall contain the name of the person responsible for the testing, flushing and disinfection work, equipment to be used, chemicals to be used, method of measuring flow during flushing procedures and the name of the laboratory to be used for the analysis. Review of the description shall not be construed as approval of any method to be used for the completion of the testing. The Contractor shall be fully responsible for achieving the specified test results. Submit results of pressure and leakage tests and bacteriological tests to certify compliance with the Specifications.
- H. Submit the name of a state certified private laboratory performing bacteriological testing. Laboratory must be approved by the Engineer and Town's Water Department prior to sampling.
- I. Temporary Bypass Piping:

1. Submit a complete-bypass piping layout including specific bypass pipe (material and diameter) and temporary fire hydrants to be used in specific locations.
  2. Submit shop drawings detailing pipe, hose, service connections, services and temporary fire hydrants to be furnished for temporary service.
  3. Submit descriptive literature detailing disinfection procedures relating to the temporary service.
- J. Submit record drawings showing locations of installed services and valves.

#### 1.4 QUALITY ASSURANCE

- A. Materials shall be that of a manufacturer who can demonstrate at least 5 years of successful experience in manufacturing the specified product.
- B. All pipe delivered to the job site shall be accompanied by manufacturer's test reports and notarized certification that the pipe is new and meets the requirements of the Specifications.
- C. All tests shall be made in accordance with the methods prescribed by the specified AWWA Standard.
- D. All materials to be installed may be inspected at the foundry for compliance with these Specifications by an independent testing laboratory selected by the Town's Water Department. The Contractor shall require the manufacturer's cooperation in these inspections. The cost of foundry inspection of all materials approved for this Contract, plus the cost of the inspection of a reasonable amount of disapproved pipe, will be the responsibility of the Town's Water Department.
- E. Materials which are damaged or do not conform to the requirements of the Specifications shall be immediately removed and replaced by the Contractor at no cost to the Owner.

### **PART 2 - PRODUCTS**

#### 2.1 DUCTILE IRON PIPE

- A. Ductile Iron Pipe: Ductile iron pipe shall be Class 52, furnished-in minimum nominal 18-foot lengths, with push-on (Tyton style) or mechanical joints and shall conform to ANSI A21.50/AWWA C150 and ANSI A21.51/AWWA C151. Pipe shall be double cement lined inside with bituminous seal coat inside and out in accordance with ANSI A21.4/AWWA C104. Pipe shall be furnished with necessary materials and equipment recommended by the manufacturer for use in joining pipe lengths and fittings. Joints and gaskets shall conform to ANSI A21.11/AWWA C111. All pipes shall be marked with the class, thickness designation and initials of the manufacturer.
- B. Ductile Iron Fittings: Fittings shall be compact ductile iron Class 350 mechanical joint, conforming to ANSI A21.53/AWWA C153 for pipe sizes 16-inches and smaller, and Class 350 standard mechanical joint fittings conforming to ANSI A21.10/AWWA C110 for pipe sizes 16- through 24-inch, unless specifically stated otherwise in the Specifications or on the Drawings. Fittings shall have the same lining and coating as the pipe specified above. All fittings shall be marked with the weight and shall have distinctly cast upon them the pressure rating, the manufacturer's identification, nominal diameter of openings and the number of degrees or fraction of the circle on all bends.
- C. Ductile iron pipe and fittings shall be manufactured in the United States by Atlantic States Cast Iron Pipe Co., Clow Corporation, Griffin Pipe Co., US Pipe and Foundry Co. or equal.



D. Couplings and Adaptors:

1. Sleeve-type couplings for plain-end pipe shall be provided with plain rubber gaskets and steel tee-head bolts with nuts. Couplings shall be given a shop coat compatible with the same outside coating as the pipe specified above. Couplings shall be furnished pre-assembled. Couplings shall be Style 38 or 138 as manufactured by Dresser Industries, Inc. Smith-Blair Coupling Systems, Inc., or equal.
2. Couplings or adapters as required for connecting existing pipe to new pipe or new pipe to new pipe shall be furnished as required and designed for compatibility with the pipe and operating pressures encountered. Couplings shall be Style 162 as manufactured by Dresser Industries Inc., or equal. Flanged adapters shall be Style 128 as manufactured by Dresser Industries, Inc., or equal.
3. Couplings shall be provided with gaskets of a composition suitable for exposure to the liquid within the pipe. The gaskets shall have metallic tips to provide electrical continuity through the joint.
4. Couplings for exposed pipe shall be steel and shall be Dresser Style 38, Smith-Blair Style 411, Baker Allsteel, or equal. The couplings shall be provided with steel bolts and nuts.

- E. Joint Restraint: Restrained mechanical Joints shall be furnished and installed on all pipe, fittings, valves and hydrants. Restraints for mechanical joints shall be Mega-Lug as manufactured by Ebaa Iron Co., Series 1400 Retainer Gland as manufactured Uni-Flange, Mechanical Joint Restraint System as manufactured by Tyler Pipe, or equal. Restraints for push on joints shall be Series 1390 bell Joint Restraints as manufactured by Uni-Flange, Series 800 Coverall as manufactured by Ebaa Irin, Co., or equal.

2.2 POLYVINYL CHLORIDE (PVC) PIPE

- A. Pipe smaller than 4 inches: Conform to requirements of ASTM D2241 with a standard dimension ratio (SDR) of 18, and a pressure rating of 200 psi. PVC material used in pipe shall be as specified in ASTM D1784, Cell Classification 12454-B.
- B. Pipe 4 inches through 12 inches: Conform to requirements of AWWA C- 900 with a dimension ratio (DR) of 18, pressure class 150. PVC material used in pipe shall be as specified in ASTM D1784, Cell Classification 1245-B.
- C. The potable water mains shall be blue in color.
- D. All pipe shall be manufactured in the United States.
- E. Fittings and Joints:
  1. PVC Pipe: Fittings shall be ductile iron mechanical joint, with a working pressure of 250 psi and conforming to AWWA Specifications C110 or C153. All bolts and nuts shall be 304 stainless steel, Cor-blue or Cor- Ten or equal. Cor-Ten shall meet the requirements for ANSI/AWWA C111/A21-11 for buried application. For pipe 8 inches and smaller, fittings shall be C900 PVC rated fittings.
  2. Tapping Sleeves: Sleeve shall be stainless steel, mechanical joint type, with working pressure

- rating of 250 PSI, and conform to AWWA Standard C110.
3. Restrained Joint for PVC Pipe: Pipe fittings and other requiring restraint shall utilize Grip Ring (or approved equal) joint restraint devices.
  4. All fittings shall be manufactured in the United States.

#### F. IDENTIFICATION

1. Pipe shall bear identification markings that will remain legible after normal handling, storage, and installation. Markings shall be applied in a manner that will not weaken or damage the pipe. Marking shall be applied at intervals of not more than 5 feet on the pipe. Marking on the pipe shall include the following:
  - a. Nominal size and OD base.
  - b. PVC
  - c. Dimension ration
  - d. AWWA pressure rating.
  - e. AWWA designation.
  - f. Manufacturer's name and trademark.
  - g. Manufacturer's production code, including day, month, year, shift, plant, and extruder of manufacturer.
  - h. All PVC water pipe shall be color-coded blue.

#### 2.3 GATE VALVES

- A. All valves shall-be resilient wedge valves.
- B. Valves shall be iron body, resilient seated type, with mechanical joint ends. The valves shall be designed for 200 psi working pressure and 400 psi test pressure.
- C. Valves shall have double O-ring stuffing boxes and non-rising stem. Valves shall have a 2-inch operating nut Valves shall open left.
- D. Valves shall meet AWWA C509.
- E. Valves shall have interior and exterior ferrous surfaces coated with a fusion-bonded epoxy coating. Epoxy coating shall be suitable for potable water service and certified to NSF 61 standards and shall conform with AWWA C550.
- F. Valves shall be as manufactured by American Flow Control.
- G. Valve boxes shall be cast iron, tar coated, sliding, heavy pattern type. Valve boxes shall consist of three pieces: a flanged bottom piece; a flanged top piece; and a cover with two lifting holes and the

word "WATER" cast on the top. A minimum 6-inch overlap is required between sliding sections. The upper section shall have a bottom flange of sufficient bearing area to prevent settling. The bottom of the lower section shall enclose the stuffing box and operating nut of the valve. The inside diameter of boxes shall be a minimum 5-1/4 inches. Section lengths shall be as necessary to suit ground elevation. Valve boxes shall be Caldwell #664 by Tyler Pipe, #5664 by Central Foundry, or equal. Valve boxes shall be provided for each buried valve.

- H. Valves to be used on hydrant branches shall be connected directly to anchor tees and shall be compatible for use with the anchoring tee.
- I. Valves shall be furnished and installed with restrained mechanical joints as provided in the Specifications.

## 2.4 TAPPING SLEEVE AND VALVE

- A. Tapping sleeve shall be ductile iron, flanged by mechanical joint and designed to fit transite, AC, ductile or cast iron pipe. Sleeve shall be flanged along the vertical centerline and furnished with o-ring gaskets.
- B. Tapping valve shall be as herein specified for gate valves. Tapping valve shall be flanged by mechanical joint.
- C. Tapping sleeve and valve and all exposed portions of any bolts shall be bituminous coated.
- D. Tapping sleeve and valve shall be as manufactured by Mueller Company or U.S. Pipe Company.

## 2.5 HYDRANTS

- A. Hydrants shall have a rated working pressure of 200 psi and test pressure of 400 psi and shall conform to AWWA C502. Hydrants shall be traffic models, draining type with a depth of bury as indicated on the Drawings. Hydrants shall be Kennedy K-81D Hydrants operation to be open left and must be plugged hydrants.
- B. Hydrants shall have two 2-1/2 inch hose connections, and one 4-1/2-inch steamer connection. Nozzle threads shall be National Standard (NST) fire hose threads. Nozzles shall be complete with caps and chains.
- C. Hydrants shall have mechanical joint shoes, 8-1/2-inch minimum diameter barrel and 5-1/4-inch minimum diameter valve opening. Hydrants shall have 5-1/4-inch valve and shall be marked with an arrow and the word "open" to indicate the direction to turn the stem to open the hydrant. Hydrants shall open left.
- D. Hydrants shall have an oil reservoir to provide lubrication to all stem threads, bearing surfaces and O-rings each time the hydrant is operated.
- E. Safety Flange Repair Kits: Safety flange repair kits shall come complete with stem coupling, safety flange, flange gasket, replacement bolts and nuts, and hydrant lubricating oil. Safety flange repair kits shall be compatible with the hydrant furnished.
- F. Extension Kits: Extension kits shall come complete with extension barrel, extension stem, stem coupling and hardware, flange gasket, eight bolts and nuts, and hydrant lubricating oil. Extension kits shall be compatible with hydrant furnished.

## 2.6 BLOW-OFF HYDRANTS

- A. Blow-off hydrants shall be Model No. 500-B, as manufactured by Kupferle Foundry, or equal. Blow-off hydrants shall be non-draining type and include a siphon tube and Schrader valve.

## 2.7 WATER SERVICES

### A. Service Pipe and Fittings:

1. Pipe: Pipe for services shall be Type K Annealed (soft) seamless copper tubing for buried service. Copper tubing shall be manufactured in the United States and shall conform to the provisions of ASTM B-88, B-75, and B-68 as they apply to Type K copper tubing. Copper tubing shall conform to AWWA 800.
2. Fittings: Fittings shall be compression type fittings manufactured by Mueller Inc., or equal.

### B. Corporation Stops, Curb Stops and Saddles:

1. Corporation Stops: Corporation stops shall meet AWWA C800. Corporation stops shall be bronze, ball type, designed for the specified service tubing and shall be suitable for 175 psi test pressure. Inlet threads shall be AWWA (CC) type thread. End connections shall be compression type joint. Stops shall have full keyway. Corporation stops shall be as manufactured by Mueller, Inc, Ford, MacDonald or Cambridge Brass. Corporation stop shall open in like direction with other water service equipment currently in use. All corporation stops in the C-900 pipe shall have saddles (no direct taps)
2. Curb Stops: Curb stops shall meet AWWA 800. Curb stops shall be ball type and shall have integral checks, O-ring seal and completely closed bottoms. Curb stops shall have a drain suitable for tubing as herein specified. End connections shall be compression type joint. Curb stops shall be furnished with rigid liners as required. Curb stops shall be as manufactured by Mueller, Inc., Ford, MacDonald or Cambridge Brass. Curb stop shall open in like direction with other water service equipment currently in use.
3. Curb Boxes: Curb boxes shall be cast iron Erie Style slide type. The curb box shall have a plug-type cover and 30" x 112" stainless steel service box rod with stainless steel cotter pin. The plug shall have a rope thread nut. The cover shall be clearly marked "WATER".
4. Saddles: 2-inch and 1-inch service saddles shall be Smith Blair 3131 Double Strap, or equal. Bodies shall be ductile iron with CC threads and 10 mils of fusion applied nylon. Straps shall be Type 304 stainless steel with coated threads. Nuts, bolts and washers shall be Type 304 stainless steel. Units shall be complete with Buna-N gaskets.

## 2.8 POLYETHYLENE ENCASEMENT

- A. Polyethylene encasement for pipe and fittings shall be 8-mils thick and shall comply with AWWA C105 and be used if corrosive soils are found during construction.

## 2.9 INSULATION

- A. Insulation shall be factory foamed-in-place polyurethane foam insulation having a nominal thickness of 3" with an in-place density of 2.5 pcf, and a "K" factor of 0.14 BTU/in./hr./degree F/sq. ft.

- B. Straight joints between insulated pipe lengths, and the end sections of non-insulated pipe shall be sealed with heat shrinkable wrap-around polyethylene-as supplied by the manufacturer and field installed by the Contractor.
- C. Insulation jacket shall be 20-gauge corrugated aluminum pre-formed to be fastened with stainless steel screws and bands. Jacket shall have one layer of one mil polyethylene film with a protective coat of 40-lb. virgin Kraft paper to act as a moisture and galvanic corrosion barrier.
- D. Insulation shall be manufactured by Thermal Pipe Systems, Braintree, Massachusetts, Atlas Insulation, Ayer, Massachusetts or Insulated Piping Systems Inc., Canton, Massachusetts, or other approved manufacturer.

## 2.10 BEDDING

- A. Refer to Drawings for bedding requirements. Materials shall be as specified in Section 02300.

## PART 3 - EXECUTION

### 3.1 HANDLING PIPE

- A. The Contractor shall take care not to damage pipe by impact, bending, compression, or abrasion during handling, and installation. Joint ends of pipe especially shall be kept clean.
- B. Pipe shall be stored above ground at a height no greater than 5 feet, and with even support for the pipe barrel.
- C. Only nylon-protected slings shall be used for handling the pipe. No hooks or bare cables will be permitted.
- D. Gaskets shall be shipped in cartons and stored in a clean area, away from grease, oil, heat, direct sunlight and ozone producing electric motors.

### 3.2 ALIGNMENT AND PLACEMENT OF PIPE

- A. Prior to installation all pipe and fittings shall be inspected for cracks and defects in coatings and linings and any other evidence of unsuitability. No pipe or fitting which is found to be defective shall be installed. If any defective pipe is discovered after it has been laid, it shall be removed and replaced with non-defective pipe at the Contractor's expense.
- B. Installation and jointing of ductile iron pipe and fittings shall be accordance with AWWA C600 and manufacturer's written Instructions. Installation of couplings and adapters shall be in full accordance with manufacturer's written instructions.
- C. Push-on joints for pipe and fittings shall be installed in full accordance with the manufacturer's written instructions and as specified herein. The last 8-inches of the outside of the spigot end of pipe and the inside of the bell end of pipe shall be thoroughly cleaned. The joint surfaces and the gasket shall be painted with a lubricant just prior to making up the joint. The spigot end shall then be gently pushed home into the bell. The position of the gasket shall be checked to insure that the joint has been properly made and is watertight. Care shall be taken not to exceed the manufacturer's recommended maximum deflection allowed for each joint.

- D. Mechanical joints for pipe, fittings, valves and hydrants shall be installed in full accordance with the manufacturer's written instructions and as specified herein. Mechanical joints shall be installed with Mega-Lug, Uni-Flanged or Mechanical Joint Restraint (MJR) Systems. All bolt heads on Mega-Lug or Uni-Flanged joint restraint shall be tightened sufficiently so that they shear off to provide indication that proper tightening torque was achieved. MJR Systems shall be installed with ductile iron locking ring tapered MJ gland and a symmetrical locking ring.
- E. Restrained push-on joints shall be installed with specified joint restraints. Restraints shall be installed in full accordance with the manufacturers written instructions.
- F. Fittings and valves equipped with restrained joints as herein specified will not require thrust blocks unless otherwise indicated on the Drawings or directed by the Engineer.
- G. All pipe joints within 24 feet of restrained fitting shall be restrained. All couplings located within areas of restrained joints shall be restrained with bituminous coated tie-rod assemblies.
- H. Contractor shall anticipate utility crossings, including service connections, and adjust trench depth in advance of the crossings to deflect water main to avoid utilities. Contractor shall complete exploratory excavations to determine the location of utility crossings. Use additional fittings only as directed by the Engineer.
- I. Ductile iron pipe installed within 5 feet of cathodically protected gas lines shall be fully encased with polyethylene material.
- J. Insulated pipe with jacket shall be installed where shown on the Drawings and on any pipe having less than 4-foot cover or which passes within 4 feet of an open structure such as a catch basin, culvert or sewer manhole. Insulation and jacket shall extend a minimum of 10 feet beyond the outside edge of all open structures.
- K. Contractor shall not operate any water system valves or curb stops without the express permission of the Town's Water Department or Engineer.
- L. Sewer lines damaged or broken during construction shall be repaired immediately by the Contractor. All necessary repairs shall be made prior to the continuation of any water main work. The Engineer, Owner and utility authority shall be immediately notified of any breaks in the sewer lines.
- M. The Contractor shall immediately notify the Engineer, Town's Water Department and utility authority in the event of an emergency water main break.
- N. When work is not in progress, the end of the open pipe shall be suitably closed to prevent entry of animals, soil, water, etc.
- O. Contractor shall remove and dispose of any thrust blocks and/or any restraints on existing water mains at connections to the new water main.
- P. New water mains shall be installed, pressure tested and disinfected prior to the transfer of services.
- Q. Caps and plugs installed in all new work shall be provided with a threaded corporation or bleeder valve so that air and water pressure can be relieved prior to future connection.
- R. Contractor shall provide all fittings, couplings and adaptors as determined in the field, necessary to complete all connections whether or not specifically stated on the Drawings and in the Specifications.

### 3.3 ABANDON EXISTING MAINS

- A. Upon receipt of successful testing and chlorination results and after transfer of existing services to the new main, Contractor shall cut and cap existing mains as shown on the Drawings and as directed by the Engineer.
- B. Contractor shall close all valves and remove all valve boxes on abandoned mains, lines, and hydrant branches prior to final paving.
- C. Contractor shall remove existing hydrants on abandoned water mains, cap all hydrant branches and provide thrust restraint.

### 3.4 GATE VALVES

- A. All valves and appurtenances shall be installed in the locations shown on the Drawings and as directed by the Engineer, true to alignment and rigidly supported. Any damage to valves shall be repaired to the satisfaction of the Town's Water Department and Engineer before they are installed,
- B. Care shall be taken to prevent damage to valves and appurtenances during handling and installation. All materials shall be carefully inspected for defects in workmanship and materials, all debris and foreign material shall be cleaned out of valve openings, all operating mechanisms shall be operated to check their proper functioning, and all nuts and bolts shall be checked for tightness. Valves and other equipment which do not operate easily, or are otherwise defective, shall be repaired or replaced to the satisfaction of the Town's Water Department and Engineer at no additional cost to the Owner.
- C. Buried valves and boxes shall be set with the operating stem vertically aligned in the center of the valve box. Valves shall be set on a firm foundation and supported by tamping selected excavated material under and at the sides of the valve.
- D. Valve boxes shall be installed vertically and shall be centered over the operating nut. Boxes shall be adequately supported during backfilling to maintain vertical alignment. The top of the valve box shall be flush with the finished grade as shown on the Drawings.
- E. Mainline valves shall be installed within 2 feet of tees at water main interconnection locations.
- F. Valves shall be pressure tested as herein specified.

### 3.5 TAPPING SLEEVE AND VALVE

- A. Contractor shall confirm the pipe size on which tapping sleeves are to be installed prior to ordering the sleeve.
- B. Pipe upon which a tapping sleeve is to be installed, shall be thoroughly cleaned of all foreign matter with scraping tools and wire brushes to a minimum of 6 inches beyond each side of the sleeve. This area shall be washed with a 5% hypochlorite solution. The interior of tapping valve shall also be washed with hypochlorite solution.
- C. Clean the flanged surface of the sleeve with a wire brush to remove any excess bituminous coating or burrs. The two sections of the sleeve shall be properly aligned to ensure that they are positioned in the same manner as received from the manufacturer.

- D. Sufficient pressure treated blocking and wedges shall be used to secure the sleeve once it has been leveled and positioned.
- E. Sleeve bolts shall be alternately tightened from the extreme end on one side to the extreme end of the opposite side with approved torque wrenches until all are securely tightened.
- F. Flange bolts shall be tightened in a similar manner, with care being taken not to disturb the gasket.
- G. Care shall be taken to ensure that the tapping machine is kept in leveled horizontal position and securely supported so as not to transmit any additional weight to the tapping valve.
- H. Blocking shall be left in place after completing the tap.

### 3.6 HYDRANTS

- A. Hydrants shall be set at the locations and in the manner shown on the Drawings and as directed by the Engineer.
  - 1. Hydrants shall be bedded on a firm foundation.
  - 2. For draining-type hydrants, a drainage pit shall be filled with crushed stone and satisfactorily compacted. During backfilling, additional crushed stone shall be brought up around and 6-inches over the drain port. Hydrant plugs shall be removed before being buried.
  - 3. Each hydrant shall be set in true vertical alignment and shall be properly braced.
- B. Hydrants shall be installed in conformance to AWWA C600 using anchored joints in accordance with the details shown on the Drawings.
- C. Hydrants shall be properly set to the bury line. Hydrants set to high or low shall be replaced with shorter or taller hydrant assemblies, as required, at no additional cost to the Owner.
- D. Hydrants shall receive two coats of shop paint before shipment and once installed shall be cleaned and painted with two coats of paint. Hydrants shall be painted in accordance with the Owner's color specifications. The hydrants in the project area are to be clearly identified by the distinctive color selected by the Owner. If directed, hydrants shall be touched up with paint as required after installation.
- E. All iron work to be set below ground, after being thoroughly cleaned, shall be painted with two coats of asphalt varnish as specified in AWWA C502 and iron work to be left above ground shall be shop painted with two coats of red primer paint.
- F. Hydrants and hydrant branches shall be pressure tested, flushed and chlorinated as herein specified.
- G. All newly installed hydrants shall be bagged until they are in service.

### 3.7 WATER SERVICES

- A. After successful testing and chlorination, water services shall be installed as wet taps as shown on the Drawings, as herein specified and as directed by the Engineer. All wet taps shall be completed in full accordance with manufacturer's written instructions.



- B. Location of services shall be determined by the Engineer in the field. A service shall be provided to the property line of each parcel along the water main alignment. All existing services shall be connected to the curb stops installed under this contract. Services to properties with no existing service shall be properly capped at the curb stop and left closed.
- C. The Contractor shall be responsible for coordinating and scheduling water service connections with the affected property owner. Contractor shall notify customers 24 hours in advance of disruption of service.
- D. The Contractor shall take care not to damage pipe by impact, bending, compression, or abrasion during handling and installation. Joint ends of pipe especially shall be kept clean.
- E. Prior to excavating for service connections, the Contractor shall remove and stockpile all plantings, sod, trees, fences, etc. that may be damaged by construction operations. The Contractor shall replace and replant all disturbed materials at no additional cost to the Owner.
- F. Water service trenches shall be excavated and backfilled as specified and as shown on the Drawings. Services to be installed under paved areas (sidewalks, drives, roadways) or waterways shall be driven by use of a trenchless pneumatic driven device ("Hole Hog" or equal) or other similar tunneling method.
- G. All services shall be installed to a minimum depth of bury as shown on the Drawings, unless otherwise directed by the Engineer.
- H. All services shall be continuous and in a straight alignment to the point of connection to the existing service;
- I. All new services shall be of the same size as the existing service unless otherwise directed by the Town's Water Department or Engineer.

### 3.8 PRESSURE AND LEAKAGE TESTING

- A. All testing of pipelines shall be witnessed by the Engineer and Town's Water Department. The Contractor shall be responsible for coordinating all testing activities with the Engineer and Town's Water Department.
- B. Prior to pressure testing, the entire pipeline shall be water jetted to remove any rocks or debris which may have entered the pipe during construction.
- C. Pressure and leakage tests shall be made by the Contractor in accordance with AWWA C600 to determine that the ductile iron pipe is structurally safe and free of excess leakage.
- D. All equipment, materials and labor for testing shall be furnished by the Contractor. The Contractor shall furnish all water required for all pipeline testing. Water shall be provided at Contractor's expense.
- E. Once the pipeline section has been filled at normal pressure and all entrapped air removed from the line, the Contractor shall raise the pressure to 200 pounds per square inch (psi) (or 50 psi above normal operating pressure) by a special pressure pump taking water from a small tank of proper dimensions to for satisfactorily measuring the volume of water pumped into the pipeline. This pressure shall be maintained within 5 psi for a minimum of 2 hours during which time the line shall be checked for leaks by the Engineer and Town's Water Department. Should leakage exceed this rate, the Contractor shall immediately locate the leak or leaks, repair same and repeat the testing procedures all

at Contractor's expense. Pipe shall be flushed and chlorinated when leakage does not exceed above standard. Approval does not absolve the Contractor from his responsibility if leaks develop within the new main or water services (to curb boxes) later within the period of warranty.

- F. All visible leaks shall be repaired regardless of the amount of leakage.
- G. For water mains, testing shall be done between valved off sections of pipeline. The maximum test section shall be 1000 feet including hydrant branches.
- H. For water mains, pressure testing of intermediate valves shall be completed by shutting each valve, exhausting pressure on one side of the valve and then applying a test pressure of 150 psi to the pipeline on the opposite side of the valve. Pressure testing shall be completed for each intermediate valve.
- I. No insulation shall be installed until the pipe has successfully passed the required testing.

### 3.9 CHLORINATING AND FLUSHING

- A. Prior to chlorination, the mains shall be properly flushed by the Contractor. In general, flushing shall be performed at a flow rate required to achieve a minimum velocity of 2.5 feet per second (approximately 900 gpm in a 12-inch diameter main, 400 gpm in an 8-inch diameter main and 200 gpm in a 6-inch diameter main). Flushing shall be performed for a sufficient period of time to allow for a minimum of 3 volume changes of water in the main (approximately 20 minutes per 1,000-foot of main at the above flow rate).
- B. Chlorinating shall be accomplished by pumping chlorine solution into the mains. Water shall be allowed to enter the new pipelines until the mains are full of a solution containing 25 ppm available chlorine. The valves shall then be closed and chlorinated water allowed to stay in the mains for 24 hours. At the end of this period the chlorine residual shall be at least 10 mg/l. If less than 10 mg/l is measured, the Contractor shall flush and rechlorinate the mains at no cost to the Owner. All valves and hydrants shall be operated to insure their proper disinfection and shall be manipulated to prevent superchlorinated water from entering the existing distribution system. After this period, the Contractor shall flush the mains until clear, clean water is being discharged.
- C. The Contractor shall be responsible for complying with all federal, state and local regulations with regards to the disposal of chlorinated water, and shall obtain all necessary permits.
  - 1. Contractor shall notify the Engineer and the Town's Water Department of the specific location where chlorinated water will be discharged at least 72 hours in advance' of the proposed discharge.
  - 2. At a minimum, for on-site discharger Contractor shall dechlorinate water with concentrations in excess of 2 mg/l to a level below 2 mg/l prior to discharge.
- D. Chlorinating and flushing shall be done in accordance with AWWA 651 and state and local regulations. All work shall be subject to review and acceptance by the state and the Town's Water Department.
- E. Bacteriological Tests:
  - 1. Twenty-four hours after the main has been flushed of chlorinated water, bacteriological samples shall be taken from corporation stops along the length of the pipeline as designated by the Engineer. A minimum of two samples shall be taken per 3000 feet of pipeline or on each street,

whichever is greater. Each sample will be taken in duplicate, in sterile bottles and sent immediately to a state certified private laboratory for analyses. Water samples shall be tested within 1 hour from the time of collection, or within 24 hours if properly cooled.

2. The Contractor shall perform all necessary work including, but not limited to collection of samples, delivery of samples to a state certified laboratory and delivery of water quality test reports to the Town's Water Department and Engineer.
3. The results of the tests on the samples and acceptance by the state and local officials will determine the acceptance of the work and allow these new mains to be connected to the existing distribution system. The failure of any sample to pass the laboratory tests shall require the Contractor to reflush and rechlorinate the mains and resample and test the water until acceptable results are obtained, all at no additional cost to the Owner.

### 3.10 TEMPORARY BYPASS PIPING

- A. Temporary bypass piping shall include all pipe, fittings, valves, services, hydrants and appurtenances required to provide temporary service.
- B. All pipe, fittings, valves, hydrants, services and appurtenances shall be fully adequate to withstand distribution system pressures in the vicinity of the project. .
- C. All pipe, fittings and services shall be watertight and shall be disinfected prior to being put into service. Disinfection and testing shall be performed by the Contractor and shall be completed as herein specified.
- D. Water for temporary service shall be taken from the nearest available fire hydrant, or as directed by the Engineer and Town's Water Department. If hydrants are unavailable, below ground taps for bypass connection shall be installed by the Contractor under the supervision of the Engineer and the Town's Water Department.
- E. All bypass piping connected to fire hydrants shall be provided with a tee and valve for each hose connection for fire protection.
- F. Bypass piping shall be provided with suitable shut-off valves spaced at 500-foot intervals.
- G. Contractor shall review the temporary bypass piping with the Engineer and Town's Water Department prior to placing it in service. The Contractor shall make the necessary modifications to the temporary bypass piping as required by the Engineer and Town's Water Department at no additional cost to the Owner. Use of water will only be allowed when approved by the Town's Water Department.
- H. Contractor shall furnish, install, and maintain temporary bypass piping in a safe and operative condition at all times (24 hours per day) until removed. After service has been restored to a section of water main, the Contractor shall remove the temporary bypass piping and shall restore the work site to its original condition.
- I. Temporary piping shall be installed adjacent to the roadways where it will cause the least obstruction and where it will be least susceptible to damage. At street intersections and access ways, the pipe shall be installed in a shallow trench and overlaid with temporary bituminous pavement. At driveways, the pipe shall be covered with cold patch or other method acceptable to the Engineer. The Contractor shall maintain the temporary pavement until the temporary service is removed.

- J. Contractor shall provide 24-hour emergency service to repair any damage to temporary bypass piping and to restore any disruption of service to customers resulting from the failure of the temporary bypass piping. Contractor shall furnish the Town's Water Department with the name and telephone number of the person assigned to emergency repair service. Said person shall be capable of arriving at site within 1-hour of notification and shall provide the necessary tools, equipment, and labor to complete the necessary repairs to the temporary bypass piping and to restore service. If emergency personnel fail to arrive, Town's Water Department shall be authorized to take corrective actions, and all costs labor and materials and equipment incurred by the Town's Water Department shall be charged to the Contractor. All charges shall be deducted from payments due the Contractor for work done under this Contract. The minimum charge for corrective action by the Town's Water Department shall be eight hours (two men at 4 hours each) at standard Town's Water Department overtime rates plus all material and equipment costs.
- K. All dwellings and places of business, whether occupied at the time of the project or not, shall be provided with temporary water service. All water service pipes shall be suitably valved. Prior to activating the service the Contractor shall disinfect and flush the piping.
- L. Contractor shall notify the Engineer and Town's Water Department 72 hours in advance of installing and activating the temporary service to allow the Town's Water Department sufficient time to notify all customers.
- M. Contractor shall operate all valves with a Town's Water Department representative present. All necessary safety precautions, including traffic cones and highway safety barriers, shall be provided by the Contractor while operating valves in roadways.
- N. When replacing defective sideline valves, temporary bypass piping shall not be used for the sole purpose of feeding customers affected by the temporary shutdown of service. The shut down shall be coordinated with the Town's Water Department and the defective valve shall be replaced.
- O. Fire protection will include a 4" temporary feed with 4" outlets left off every 1000' with a control valve and 4" Storz Connection for Fire personnel.
- P. Restoration of service to customers, including disconnection from the temporary bypass system and reconnection to the new pipeline shall be the Contractor's responsibility.
- Q. Contractor shall be responsible for restoring adjacent properties to original condition. All paved roadways, access ways and driveways shall be repaired and repaved to original condition.

### 3.11 FIELD QUALITY CONTROL

Work shall not be considered complete until the satisfactory installation and testing of all pipelines.

All service lines shall be placed under system pressure with couplings and fittings exposed. This inspection shall be completed in the presence of the Town's Water Department and Engineer. Should leakage occur in the service lines or connections the Contractor shall immediately locate the leak or leaks and repair same at no additional cost to the Owner.

Pipe which does not conform to the requirements of this contract shall be immediately removed and replaced by the Contractor.

The Contractor shall flush all new services prior to connecting to existing service. The Contractor shall also assist the Town's Water Department in flushing existing services and water meters if sediment or debris from

existing mains and Contractor operations plugs piping or meters as a result of the work completed by me Contractor.

The Contractor shall repair or replace all existing meters damaged as a result of the work completed by the Contractor.

END OF SECTION

## SECTION 02630

### STORM DRAINAGE SYSTEM

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes furnishing all labor, equipment, and materials and performing all operations in connection with the construction of drain pipe, drain manholes, catch basins, headwalls, and guardrail in accordance with the Drawings and Specifications and as directed by the Engineer.

##### 1.2 RELATED DOCUMENTS

- A. Drawings, general provisions of the Contract, General Conditions, Supplemental Conditions and Division 1 Specification Sections apply to this Section.
- B. The State of New Hampshire Department of Transportation (NHDOT) Standard Specifications for Road and Bridge Construction (hereinafter referred to as NHDOT Standard Specifications) and NHDOT Standard Plans for Road and Bridge Construction (hereinafter referred to as NHDOT Standard Plans), latest edition.
  - 1. All references to Method of Measurement, Basis of Payment and Payment Items in the NHDOT Standard Specifications are hereby deleted. References made to particular sections or paragraphs in the NHDOT Standard Specifications shall include all related articles mentioned therein.

##### 1.3 SUBMITTALS

- A. Submit in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Submit manufacturer's technical product data and installation instructions for materials and products.
- C. Submit shop drawings, descriptive literature and manufacturer's data showing pipe dimensions and joint system for each type and class of pipe.
- D. Submit manufacturer's certificates of compliance with these Specifications on all products and materials.

##### 1.4 QUALITY ASSURANCE

- A. The quality of all new materials, the process of manufacture, and the finished product shall be subject to the review of the Engineer. Such review may be made at the place of manufacturer, or on the site after delivery, or at both places and the pipe shall be subject to rejection at any time on account of failure to meet any of the specification requirements even though sample product may have been accepted as satisfactory. The

## **SECTION 02700**

### **BASES AND PAVEMENTS**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. This Section includes furnishing all labor, equipment, and materials, and performing all operations in connection with constructing base courses and pavements for roadways, drives, curbs and waterways and installing pavement markings, complete in place, in accordance with the Drawings and Specifications and as directed by the Engineer.

##### **1.2 RELATED DOCUMENTS**

- A. Drawings, general provisions of the Contract, General Conditions, Supplemental Conditions and Division 1 Specification Sections apply to this Section.
- B. The State of New Hampshire Department of Transportation (NHDOT) Standard Specifications for Road and Bridge Construction (hereinafter referred to as NHDOT Standard Specifications), latest edition.
  - 1. All references to Method of Measurement, Basis of Payment and Payment Items in the NHDOT Standard Specifications are hereby deleted. References made to particular sections or paragraphs in the NHDOT Standard Specifications shall include all related articles mentioned therein.

##### **1.3 SUBMITTALS**

- A. Submit in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Submit a statement of qualifications for the paving contractor. The information shall include the name of the paving contractor, key personnel resumes, equipment lists and list of prior experience.
- C. Submit certificates of compliance that the proposed materials to be used for the work comply with the Specifications.
- D. No paving shall be placed until submittals have been reviewed by the Engineer.

##### **1.4 QUALITY ASSURANCE**

- A. All work to be performed under this Contract is under the control of the Owner for all municipal roads and the NHDOT for all state roads.
- B. All permits required by the Owner and NHDOT shall be obtained and paid for by the

Contractor.

- C. The paving contractor completing the work shall have a minimum of 5 years experience in municipal and state roadway paving operations. The Owner reserves the right to reject paving contractors who, in the judgment of the Engineer, lacks the necessary experience or equipment to perform the work as specified, or who displays a lack of ability based on the actual performance of the work completed.
- D. The paving plant used by the Contractor for the preparation of the bituminous concrete shall be acceptable to the Engineer. The Engineer reserves the right to inspect the plant and the making of the material.

## **PART 2 - PRODUCTS**

### **2.1 PAVEMENT**

- A. Pavement shall meet the requirements of NHDOT Standard Specifications.
- B. Job mix formula for bituminous pavement materials shall be as follows:
  - 1. Temporary pavement material shall be binder course gradation (3/4") as specified in NHDOT Standard Specifications, Section 401, Table 2.
  - 2. Permanent base course pavement material shall be base course gradation (1 1/2") as specified in NHDOT Standard Specifications, Section 401, Table 2E.
  - 3. Leveling course material shall be as specified in NHDOT Standard Specifications, Section 411.
  - 4. Permanent wearing course pavement material shall be wearing course gradation (1/2") as specified in NHDOT Standard Specifications, Section 401, Table 2 unless otherwise approved by the Engineer.
  - 5. Bituminous curb material shall be as specified in NHDOT Standard Specifications, Section 609.
  - 6. Bituminous driveway material shall be wearing course gradation (1/2" or 3/8") as specified in NHDOT Standard Specifications, Section 401, Table 2.
  - 7. Bituminous waterway material shall be wearing course gradation (1/2" or 3/8") as specified in NHDOT Standard Specifications, Section 401, Table 2.

### **2.2 BASE COURSES**

- A. Aggregate base course material shall be as specified in Section 02300.
- B. Reclaimed stabilized base course material shall be as specified in NHDOT Standard Specifications, Section 306.



## 2.3 PAVEMENT MARKINGS

- A. Permanent Pavement Markings: Paints for permanent pavement markings shall be as specified in NHDOT Standard Specifications, Section 708. Color shall be as follows:
  - 1. Edge Strips: Reflectorized white conforming to NHDOT NH 4.11.
  - 2. Roadway Centerline: Reflectorized yellow conforming to NHDOT NH 4.12.
- B. Temporary Pavement Markings: Temporary pavement markings shall be raised plastic markings for centerline installation. Color shall be reflectorized yellow on two sides. Markings shall conform to NHDOT Standard Specifications.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. The Owner reserves the right to delete any paving items of work from the Contract without penalty.
- B. The Contractor shall replace all pavement, markings, curbs, waterways and drives which have been removed or damaged during construction operations. Pavement replacement shall include satisfactory repair by the Contractor of roadways, curbs, sidewalks, driveways and any other surface disturbed by his operations by the same materials as removed or as specified herein. Care shall be taken to minimize trench widths in paved areas.
- C. The Contractor shall place all bituminous pavement by machine method only unless otherwise permitted by the Engineer. The equipment for spreading and finishing shall be mechanical, self-powered pavers, capable of spreading and finishing the pavement true to the established line, grade, width and crown. The pavement shall be placed and compacted only at such times as to permit the proper checking by the Engineer. Paving boxes shall be of proper size to allow paving the excavated trenches.
- D. Hand methods of placing bituminous pavement will be permitted only for particular locations in the work where because of irregularity, inaccessibility or other unavoidable obstacles mechanical spreading and finishing cannot be performed.

### 3.2 BASE COURSES AND SUBGRADE

- A. After the subgrade has been shaped to line, grade, and cross section, it shall be thoroughly compacted. This operation shall include any required reshaping and wetting to obtain proper compaction. All soft or otherwise unsuitable material shall be removed and replaced with suitable material from excavation or borrow. The resulting area, and all low sections, holes, or depressions shall be brought to the required grade with approved material and thoroughly compacted. Refer to Section 02300 for compaction requirements and additional requirements for fine grading.

- B. Base courses shall be constructed to the depths and areas shown on the Drawings.
- C. Aggregate base courses shall be constructed in accordance with NHDOT Standard Specifications, Section 304, except as herein modified:
  - 1. Gravel and crushed gravel base courses shall be placed in 6-inch lifts and compacted to 95% maximum density unless otherwise directed by the Engineer. Refer to Section 02300 for additional compaction requirements.
  - 2. Crushed gravel shall be fine graded with a power grader or other approved equipment. Tolerances shall be within 1/2" or less.
  - 3. No pavement shall be placed until fine grading has been checked by the Engineer.
- D. Reclaimed stabilized base courses shall be constructed in accordance with NHDOT Standard Specifications, Section 306, except as herein modified:
  - 1. Excess reclaimed base course material shall become the property of the Owner unless otherwise directed by the Engineer. Contractor shall remove excess material from the work site and haul and stockpile material in a location to be determined by the Owner. Excess material not salvaged by the Owner, as determined by the Owner, shall become the property of the Contractor.
  - 2. All cobbles, stones and boulders 6-inch in diameter or greater that are exposed under the existing pavement shall be removed from the work area.
  - 3. No pavement shall be placed until fine grading has been checked by the Engineer.
- E. The Contractor shall regrade and recompact the base course for installation of permanent base and wearing course pavement in areas which are disturbed during construction, and in areas as directed by the Engineer.
- F. After the base course has been rolled to the required grade, any broken or irregular edges of the existing pavement shall be saw cut in straight lines leaving a sound vertical face 12-inches back from the edge of the trench or other excavations to accept placement of a 12-inch minimum overlap of bituminous base course pavement on undisturbed material.
- G. The edges of the existing pavement shall receive an application of a cut-back asphalt so that the new pavement material may be properly bonded to the existing.

### 3.3 BITUMINOUS PAVEMENT

- A. Bituminous base course and wearing course pavement shall be constructed in accordance with NHDOT Standard Specifications, Section 401 except as herein modified:
  - 1. Pavement shall only be placed when the underlying surface is dry, frost-free and

the surface temperature is above 50 degrees F, unless otherwise directed by the Engineer.

2. Pavement shall only be placed during daylight hours.
3. All existing iron grates, covers and valve boxes within the limits of pavement shall be adjusted by the Contractor prior to placing the wearing course of pavement
4. All catch basins shall be covered with acceptable cover before paver passes over grate.
5. Manholes and other castings shall be sprayed with kerosene or other product before the paver passes over casting. The casting shall be clean of asphalt at the completion of the paving.
6. The Contractor shall do the required handwork around catch basins to provide a downward slope to catch basin grates.
7. Compaction shall be completed by and 8-ton minimum static steel wheel roller. A smaller roller shall be used to smooth-out edges.

B. Temporary Pavement

1. Temporary pavement shall be placed in areas where test pits or exploratory excavations occur in paved areas, where the road is to be reconstructed by others and as directed by the Engineer.
2. Contractor shall place temporary pavement the full width of the excavation within the same week of the trench being backfilled unless otherwise directed by the Engineer.
3. Temporary pavement shall be repaired as necessary to maintain the surface of the pavement until replaced by the permanent pavement. If points of settlement or holes appear in the temporary pavement, the Contractor shall repair the same within 24 hours of notification by the Engineer.
4. After the specified time period for trench settlement has elapsed and when so directed by the Engineer, the Contractor shall remove and dispose of the temporary pavement, cut the trench edges and regrade the base course for installation of the permanent pavement.

3.4 CURBS AND WATERWAYS

- A. Curbs shall be replaced with the existing curbing if existing curbs have not been damaged, or with new curb sections of the same material, dimensions and alignment for those sections damaged during removal.
- B. Bituminous curbs shall be replaced as required and installed as indicated on the Drawings and directed by the Engineer.

- C. Bituminous curbs shall be constructed in accordance with NHDOT Standard Specifications, Section 609, except as herein modified:
  - 1. The bituminous curb shall be placed on the permanent base course pavement. The wearing course pavement shall be constructed after placement of the bituminous curbs.
  - 2. Prior to placing the bituminous curb, the permanent base course pavement shall be cleaned and painted with a tack coat of bituminous material.
  - 3. Bituminous curbs shall not be placed within 24 hours of last rainfall.
  - 4. Bituminous curbs shall be placed by extruding curb paver and compacted to 95% maximum density.
- D. Curbs shall conform to the grade of roadway and adjacent curb sections.
- E. Areas behind curbs and sidewalks shall be graded smooth. Areas shall receive loam and seed or replacement of sidewalks as required.
- F. The Contractor shall be responsible for damage to curbs until final completion.
- G. Bituminous waterways shall be replaced as required and installed as indicated on the Drawings and directed by the Engineer. Waterways shall be placed in two 1-inch thick bituminous courses on a 12-inch compacted crushed gravel base unless otherwise indicated on the Drawings. Material shall be compacted by tamping or rolling. The Contractor shall be responsible for damage to the waterway until final completion.

### 3.5 PAVEMENT MARKINGS

- A. Pavement markings shall be placed in accordance with NHDOT Standard Specifications, Section 632.
- B. Pavement markings shall be placed where required by Owner on municipal roads and by NHDOT on state roads.
- C. The Contractor shall repaint traffic lines where lines have been damaged due to construction operations. All painting repairs shall meet with the approval of the Owner or NHDOT as required.
- D. Painted crosswalks and parking lines disturbed during the work shall be repainted to match preconstruction conditions.
- E. Temporary pavement markers shall be installed on all pavement that will be unmarked for a period exceeding 48 hours, unless otherwise directed by the Engineer.

### 3.6 INFRA-RED HEATER TRENCH REPAIRS

- A. Infra-Red heater trench repairs shall be performed by an experienced infra-red operator in the following general manner:

- B. Areas to be repaired shall be swept clean to remove all loose and foreign materials.
- C. An approved infra-red heater shall be positioned over the area to be repaired for a period of time required to soften the existing pavement to a depth of two or more inches. Oxidation of the pavement, caused by improper heating techniques, must be avoided. Unsuitable material must be discarded, if this condition occurs.
- D. The softened area shall be scarified and raked to a workable condition.
- E. Any necessary additional bituminous concrete mix must be obtained from a suitable infra-red heated storage unit required to keep asphalt mix at near constant temperature throughout the working day. Under no circumstances shall any asphalt mix to be used that measures a temperature of less than 200°F.
- F. After the paving mixture has been properly admixed and raked to grade, compaction shall be obtained by use of a steel wheeled roller of sufficient weight to establish a uniform density comparable to that of the adjacent surface within the working area. The finished patch shall be level with no depression retaining water on any of its surface.
- G. Edges of the rolled area shall be sealed with suitable asphalt emulsion, and sand spread over the entire area that has been patched.

### 3.7 FIELD QUALITY CONTROL

- A. Thickness and Surface Tolerances:
  - 1. Bituminous pavement courses shall be tested in-place for compliance with compacted thickness and surface tolerance requirements.
  - 2. Contractor shall repair or remove and replace unacceptable pavement and retest as directed by the Engineer, all at no additional cost to the Owner.
  - 3. Testing, tolerances and replacement shall be as specified in NHDOT Standard Specifications, Section 401.
  - 4. In-place density tests shall be completed at Contractor's expense by a testing laboratory experienced and certified to complete the testing required.
- B. Compaction: Refer to Section 02300
- C. Guarantee: During the guarantee period, the Contractor shall maintain the surfacing and shall promptly fill any depressions and holes that may occur so as to keep the surfacing in a safe and satisfactory condition for traffic. Fill material shall be in compliance with these Specifications. Contractor shall maintain surfacing at no additional cost to the Owner.

END OF SECTION

Engineer reserves the right to apply such tests as he may from time to time deem necessary to check on compliance with the Specifications.

## **PART 2 - PRODUCTS**

### **2.1 CULVERTS AND STORM DRAINS**

#### **B. Reinforced Concrete Pipe:**

1. Reinforced concrete pipe shall be manufactured by an established manufacturer of good reputation in the industry. Manufacturer shall have a minimum of 5 years experience.
2. Reinforced concrete pipe shall be manufactured in a permanent plant adapted to meet all the design requirements of the pipe.
3. Reinforced concrete pipe shall have an interior surface that is smooth and even, free from roughness, projections, indentations, offsets, or irregularities of any kind.
4. Reinforced concrete pipe shall be Class IV unless structural loading requirements require Class V.
5. Reinforced concrete pipe shall be as specified in NHDOT Standard Specifications, Section 603.

#### **B. High Density Polyethylene (HDPE) Pipe:**

1. HDPE pipe shall be manufactured by an established manufacturer of good reputation in the industry. Manufacturer shall have a minimum of 5 years experience.
2. HDPE pipe shall be manufactured in a permanent plant adapted to meet all the design requirements of the pipe.
3. HDPE pipe shall have corrugated exterior surface and an interior surface that is smooth and even, free from roughness, projections, indentations, offsets, or irregularities of any kind.
4. HDPE pipe shall be HI-Q Sure-Lok ST pipe as manufactured by Hancor or approved equal. Pipe shall meet the requirements of AASHTO M294 Type S.
5. Fittings shall be suitable for the intended application and match the pipe materials. Fittings shall meet the requirements of AASHTO M294.
6. Pipe and fittings shall meet ASTM D3350 Cell Classification 324420C.

### **2.2 UNDERDRAINS**

- A. Underdrain pipe shall be HDPE corrugated exterior surface and an interior surface that is smooth and even, free from roughness, projections, indentations, offsets, or irregularities of any kind or PVC (SDR 35 or 26). Coiled slotted house underdrain pipe corrugated metal pipe will not be permitted.

## 2.3 CATCH BASINS AND DRAIN MANHOLES

- A. Drainage structures (catch basins and manholes) will be of precast concrete construction. Precast concrete barrel sections and precast manhole bases shall conform to ASTM Designation C478. The wall thickness shall not be less than 5 inches for 48 inch inside diameter structures, or 6-inches for 60-inch and 7-inches for 72-inch inside diameter barrel sections. Lift holes and other openings are to be sealed with Portland cement mortar flush to the outside structure wall prior to backfilling.
- B. Any structure less than 6' deep (rim to invert) shall be a flat top H20 loading. All other manholes shall be provided with eccentric cone.
- C. Manholes and catch basins shall not be less than four feet inside diameter. The minimum distance between pipe openings in the manhole or catch basin wall will be 12 inches. If the minimum clearance between pipes can not be accomplished with a four foot diameter manhole or catch basin a larger structure is required.
- D. Precast concrete bases shall be manufactured to contain wall openings of the minimum size to receive the ends of the pipes. Openings shall be accurately set to conform to line and grade of the adjoining pipes. Subsequent cutting or tampering in the field, for the purpose of creating new openings or altering existing openings will not be permitted.

## 2.4 CASTINGS

- A. Castings shall be cast iron of uniform quality, free from blowholes, shrinkage, distortion or other defects. They shall be smooth and well cleaned by shotblasting. All castings shall be manufactured true to pattern; component parts shall fit together in satisfactory manner. Castings shall have continuously machined bearing surfaces to prevent rocking and rattling. Covers and grates shall be machined to fit securely and evenly on the frame. Covers shall have a diamond surface design.
- B. Castings shall be Class 30 minimum and shall conform to ASTM A48 for Gray Iron Castings.
- C. Covers for all drain manholes shall have the word "DRAIN" cast into the top surface in 3" letters.
- D. Standard drain manhole frames and covers shall be in conformance with NHDOT Standards, or approved equal.
- E. Manhole frames and cover shall have a minimum clear opening of 30". All manholes greater than 60 inch diameter and 14 feet deep shall have a clear opening of 36". All castings must be American made.
- F. Catch basin frames and grates shall be NHDOT Type B, or approved equal for roadway slopes less than or equal to 4%. For roadway slopes greater than 4% NHDOT Type F (Bicycle safe) frames and grates shall be used. Double grates will be

used when hydraulic conditions as determined by the Town. All castings must be American made and as specified in NHDOT Standard Specifications, Section 604.

2.5 BRICK AND MORTAR

- A. Brick and mortar for inverts, tables, and raising castings to grade shall be as specified in NHDOT Standard Specifications, Section 604.

2.6 HEADWALL

- A. Refer to Drawings, Construction Details and Technical Specifications for headwall type, size and configuration. Materials shall be as specified in NHDOT Standard Plans and Specifications.

2.7 FLARED ENDS

- A. Flared ends will be provided and installed for HDPE or RCP pipe in accordance with the manufacturer's recommendations, in accordance with NHDOT Standard Plans and Specifications and to the satisfaction of the Town.

2.8 BEDDING, BACKFILL AND FILTER FABRIC

- A. Refer to Drawings, Construction Details and Technical Specifications for bedding, backfill and filter fabric requirements. Materials shall be as specified in Section 02300.

**PART 3 - EXECUTION**

3.1 GENERAL

- A. Excavation and backfill shall conform to the provisions of Section 02300

3.2 RECONSTRUCTION

- A. The Contractor shall reconstruct existing drainage structures, ditches and swales in close conformity with the existing lines, grades, slopes, dimensions and materials unless otherwise indicated on the Drawings or directed by the Engineer.
- B. The Contractor shall reuse the existing material if, in the opinion of the Engineer, the material is suitable. If, in the opinion of the Engineer, and if, due to the Contractor's operations, the material is not suitable, the Contractor shall replace existing structures with new structures of the same material at no additional cost to the Owner.
- C. Upon excavation, if it is determined that the existing drainage pipe or structures are inadequate, the Owner may direct the Contractor to remove and replace such materials. Work shall be performed in accordance with the Contract Documents and Owner regulations. Payment for extra work and materials shall be in accordance with General Conditions. Items for extra work and materials for which unit prices are provided for in the Bid, shall have precedence in any extra work change orders.

3.3 PIPE INSTALLATION



- A. All new pipe will be inspected upon delivery, prior to and after installation of the pipelines, and pipe which has been damaged or which does not meet the requirements of these Specifications shall be rejected and shall be immediately removed from the site and replaced by the Contractor with sound pipe meeting Specification requirements, at no additional expense to the Owner. The Contractor shall furnish such labor and assistance to the Owner as he may require for inspection purposes.
- B. Provide for temporary diversion of water to permit the installation of pipe in the dry.
- C. Except where a concrete cradle or envelope is required, the pipe shall be laid in a cradle as indicated on the Drawings. The pipe shall be in contact with the shaped bedding throughout its full length. In trenches, no blocking or supporting of the pipe by concrete, stones, bricks, wooden wedges, or method of other than bedding the pipe as indicated on the Drawings will be permitted. Each length of pipe shall be shoved home against the pipe previously laid and held securely in position. Joints shall not be "pulled" or "cramped". Pipe shall be jointed in accordance with manufacturer's instructions.
- D. Allow time for observation of the work by the Engineer and Owner before any backfill is placed. Relay any pipe out of alignment and remove any pipe that is damaged.
- E. The ends of pipe shall be suitably closed at any time the work is not in progress to prevent entry of animals, material, debris, etc.
- F. Jointing:
  - 1. High Density Polyethylene Pipe: Pipe shall be joined with the Sure-Lok (bell and spigot) joint and shall provide a minimum pull apart strength of 400 pounds. The bell shall be an integral part of the pipe. The joint shall use a gasket to form a silt-tight connection. Gaskets shall be installed in the bell by the pipe manufacturer. Joints shall remain silt-tight when subject to a 1.5 degree axial misalignment.
- G. Refer to NHDOT Standard Specifications, Section 603 and Section 605 for additional requirements.

#### 3.4 CATCH BASINS, DRAIN MANHOLES AND CASTINGS

Not Used

#### 3.5 DRAINAGE SWALES

A. Refer to Drawings.

#### 3.6 HEADWALL

A. Refer to NHDOT Standard Plans and Specifications.

END OF SECTION

## SECTION 02920

### LAWNS AND GRASSES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes furnishing all labor, equipment, and materials and performing all operations in connection with the application of loam, fertilizer, lime, mulch, seed and sod, and maintenance and protection of lawns and grasses in accordance with the Drawings and Specifications and as directed by the Engineer.

##### 1.2 RELATED DOCUMENTS

- A. Drawings, general provisions of the Contract, General Conditions, Supplemental Conditions and Division 1 Specification Sections apply to this Section.

##### 1.3 SUBMITTALS

- A. Submit in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Submit samples of all materials requested by the Engineer. Analyses shall be certified by the manufacturer, dealer or testing laboratory, whichever is appropriate.

##### 1.4 QUALITY ASSURANCE

- A. The Engineer reserves the right to test and reject any material not meeting these Specifications by utilizing tests in accordance with methods adopted by the Association of Official Agricultural Chemists. Costs for these tests shall be paid by the Contractor
- B. For the duration of the guarantee period, the Contractor shall insure that the soil remains free from erosion and that the grass cover remains in good condition. In addition, for the duration of the guarantee period, the Contractor shall maintain the slopes and grass cover at the Contractor's own expense when notified by the Engineer or the Owner to do so. All repair work shall be done to the satisfaction of the Engineer and Owner.

C.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS

- A. Loam:
  - 1. Loam shall be fertile, natural soil, typical of the locality, free from large stones, roots, sticks, boards, clods, clay, hardpan, peat, weeds, sod, lime, cement, bricks,

ash, cinders, slag, concrete, tar, toxic materials that harmful to plants, and other deleterious material. Loam shall be obtained from naturally well-drained areas.

2. Loam shall not be excessively acid or alkaline and shall have a pH value within the range of 6 to 7.
  3. Loam shall not contain less than 4 percent or more than 20 percent decayed organic matter in that portion of the sample which passes a 1/4-inch sieve when determined by the wet combustion method on a sample dried at 105 degrees C.
  4. One hundred percent of loam weight shall pass a 1-inch opening sieve and 97 to 100 percent shall pass a 1/4-inch sieve. In the latter material there shall be not less than 20 percent or more than 65 percent passing a 200 mesh sieve as determined by a wash test made in accordance with the standard test ASTM D1140.
  5. Before any loam is delivered, the Contractor shall submit a sample of 1 cubic foot of product from each source of supply including on-site stockpiles for the Engineer's review and approval. Delivery may begin upon such approval. The approved sample shall be stored on the site until the supply from its source is exhausted or until no more loam is required.
  6. Samples of loam from each source shall be provided and tested by a testing laboratory approved by the Engineer. Test analysis shall be accompanied by the laboratory's recommendations for amending the loam. Loam shall be tested in conformance with the Standards of the Association of Official Agricultural Chemists. All testing shall be done at the Contractor's expense.
  7. No loam shall be delivered in a frozen or muddy condition.
  8. Topsoil stockpiled as a result of Contractor operations may be used when approved by the Engineer. Additional topsoil furnished by the Contractor shall be subject to the Engineer's approval.
- B. Commercial fertilizer shall be complete fertilizer and shall be a standard product complying with state and federal fertilizer laws. Fertilizer shall be delivered to the site in the original unopened containers which shall bear the manufacturer's name and guaranteed statement of analysis. Fertilizer for lawn areas shall contain not less than 8 percent nitrogen, 6 percent phosphorus and 4 percent potash by weight of ingredients or as otherwise indicated by loam test results.
- C. Superphosphate shall be finely ground phosphate rock as commonly used for agricultural purposes and shall contain not less than 18 percent available phosphoric acid.
- D. Ground limestone shall contain not less than 95 percent total carbonates and shall be ground to such fineness that 50 percent will pass through a 100 mesh sieve and 90 percent will pass through a 20 mesh sieve. Coarser material will be accepted provided the specified rates of application are increased proportionately on the basis of quantities passing the 100 mesh sieve.

- E. Water shall be furnished by the Contractor and shall be suitable for irrigation and free from ingredients harmful to plant life. Hose and other watering equipment required for the work shall also be furnished by the Contractor.
- F. Lawn seed mixture shall be a fresh, clean, Elite Sports Mix 80/20. Seed may be mixed by an approved method on the site or may be mixed by the dealer. If the seed is mixed on the site, each variety shall be delivered in the original containers bearing the dealer's guaranteed analysis. If the seed is mixed by the dealer, the Contractor shall furnish to the Engineer the dealer's guaranteed statement of the composition of the mixture and the percentage of purity and germination of each variety.
  - 1. Lawn seed shall be purchased from a recognized distributor and shall be composed of the following varieties mixed in the percentages indicated. Seed shall test to minimum percentages of purity and germination specified.
  - 2. Elite Sports Mix 80/20 shall normally be used on loam areas. This seed mixture shall conform to the following:

Seed Amount	Variety/Cultivar	Grass Type
24%	Touchdown	Kentucky Bluegrass
28%	Langara	Kentucky Bluegrass
28%	Blue Velvet	Kentucky Bluegrass
20%	Futura 3000	Perennial Ryegrass

- G. Fiber mulch shall be composed of wood cellulose fiber containing no germination or growth inhibiting factors. The fiber shall be colored green to allow visual metering during application, have the properties of even dispersal and suspension when agitated in water and, when uniformly sprayed on soil surface, form an absorbent cover allowing percolation of water to underlying soil.
- H. All materials shall be delivered to the site in original unopened packages, showing weight, manufacturer's name and guaranteed analysis. Materials shall be stored in such a manner that their effectiveness and usability will not be diminished or destroyed and shall be uniform in composition, dry, unfrozen and free flowing.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. All work shall be performed by workmen experienced in lawn installation under the full-time supervision of a qualified foreman.
- B. After acceptance of subgrade work, whatever additional grading is necessary shall be performed to bring the subgrade to a true, smooth slope parallel to and, except where otherwise indicated, to 6 inches below grade of all areas to receive loam. Furnish and install grade stakes sufficiently spaced to insure correct line and grade of subgrade and finished grade. Immediately before placing loam, loosen the surface of the subgrade. In areas that have been severely compacted, scarify to a depth of 12 inches by

approved methods.

- C. Place and spread loam to a depth sufficiently greater than the depth required for lawn areas so that after natural settlement and compaction, the complete work will conform to the lines, grades and elevations indicated. After loam has been spread, prepare it carefully by scarifying or harrowing and hand raking. Remove all large stiff clods, lumps, brush, roots, stumps, litter and other foreign material and stones over 1-inch in diameter and dispose of legally off site.
- D. Apply commercial fertilizer as indicated on the plans.
- E. Apply ground limestone at the rate recommended by the testing laboratory and after loam has been spread and graded.
- F. Incorporate superphosphate into the loam with the first application of commercial fertilizer at the rate of 20 lbs per thousand square feet or at the rate determined from the test results.
- G. The season for the seeding shall be from April 1 to May 31 and from August 15 to October 15. The actual planting of lawns shall be done, however, only during periods within this season which are normal for such work as determined by weather conditions and by accepted practice in the local area. At option of and on responsibility of the Contractor, planting of grass may be done under unseasonable conditions without additional compensation, subject to approval as to time of work and methods of operation.
- H. Seeding shall consist of soil preparation, seeding, raking, rolling, weeding, watering and otherwise providing all labor and materials necessary to secure the establishment of acceptable turf.
- I. Immediately before any seed is sown, the ground shall be scarified, harrowed, raked and broomed until the surface is smooth, friable and of uniformly fine texture. No seeding shall be done during windy weather. Seed shall be sown in two directions at right angles to each other. Sow the seed evenly by hand or with an approved seeding device in the proportions and at the rate of 5 lbs. per 1,000 square feet of area. The seed shall be covered with a thin layer of loam by light raking or other approved method, rolled in both directions with a hand roller weighing not more than 100 lbs per foot of width, and watered with a fine spray. Necessary precautions shall be taken to keep the area undisturbed until the grass comes up.
- J. All slopes 3:1 or steeper shall be overseeded with Annual Ryegrass, 98 percent purity, 90 percent germination, at the rate of 1 lb per 1,000 square feet, in addition to the specified seed mix. This shall be a separate sowing executed after the sowing of the regular mixture and before the raking and rolling operations. All areas disturbed by the work of this contract and not required to be developed otherwise shall be seeded except as otherwise noted on the Drawings.
- K. Hydroseeding: At his option, the Contractor may accomplish seeding by use of approved hydroseeding equipment designed specifically for this work. Mix seed,

fertilizer, wood cellulose fiber mulch and non asphaltic-fiber binder in required amount of water to produce a homogeneous slurry. Add fiber mulch after seed, water, and fertilizer have been thoroughly mixed and apply at the rate of 200 pounds per acre dry weight. The slurry shall be applied within 30 minutes of mixing to prevent burning of the seed by fertilizer. Immediately following the application of the slurry mix, make separate application of fiber mulch and fiber binder at the rate of 1,000 pounds, dry weight, per acre except where erosion control blanket is applied immediately. When hydraulically sprayed on the ground, material shall form a blotter like cover impregnated uniformly with grass seed. Cover shall allow rainfall or applied water to percolate to underlying soil.

### 3.2 MAINTENANCE

- A. Maintenance shall begin immediately after each portion of lawn is planted and the Contractor shall be responsible for maintenance of the lawn including watering, weeding, fertilization, mowing as indicated on the plans and specifications. Also, replanting as necessary to establish a uniform stand of the specified grasses and until final acceptance. Scattered bare spots, none of which are larger than 72 square inches, will be allowed in seeded areas up to a maximum of 2 percent of any lawn area. After the grass has started, all areas and parts of areas which fail to show a uniform stand of grass, for any reason whatsoever, shall be reseeded and such areas and parts of areas shall be reseeded repeatedly until all areas are covered with a satisfactory growth of grass. At time of first cutting, keep mower blades not less than 2-1/2 inches high. Contractor is responsible for lawn maintenance until final acceptance or two cuttings, whichever is longer.
- B. Prior to acceptance, any damage resulting from erosion, gulleys, washouts or other causes shall be repaired by filling with loam, tamping, refertilizing and resodding or reseeded.
- C. Lawn areas shall be protected against trespassing and damage as required to insure satisfactory growth acceptable to the Engineer. Any means of protection shall require the approval of the Engineer prior to its erection.
- D. All maintenance shall be completed at no additional cost to the Owner.

### 3.3 CLEANUP

- A. After completion of the work, the Contractor shall remove all debris, materials, rubbish, etc. from the site and shall dispose of same in a manner satisfactory to the Engineer. The premises shall be left clean.

### 3.4 ACCEPTANCE

- A. Upon written request by the Contractor, the Engineer will inspect all lawn areas to determine completion of contract work. This request must be submitted at least 10 days prior to the anticipated date. The lawns will become acceptable if they show a uniform, thick well developed stand of grass that may be occupied by the Owner for their intended use. When acceptance is made in writing to the Contractor, the

Contractor's responsibility for maintenance shall terminate as herein specified.

- B. The Contractor shall furnish to the Owner complete written instructions for maintenance of all lawn areas at time of acceptance.
- C. Acceptance of the lawn area shall not occur before acceptance of the entire Project.

END OF SECTION



# TOWN OF HENNIKER, NEW HAMPSHIRE

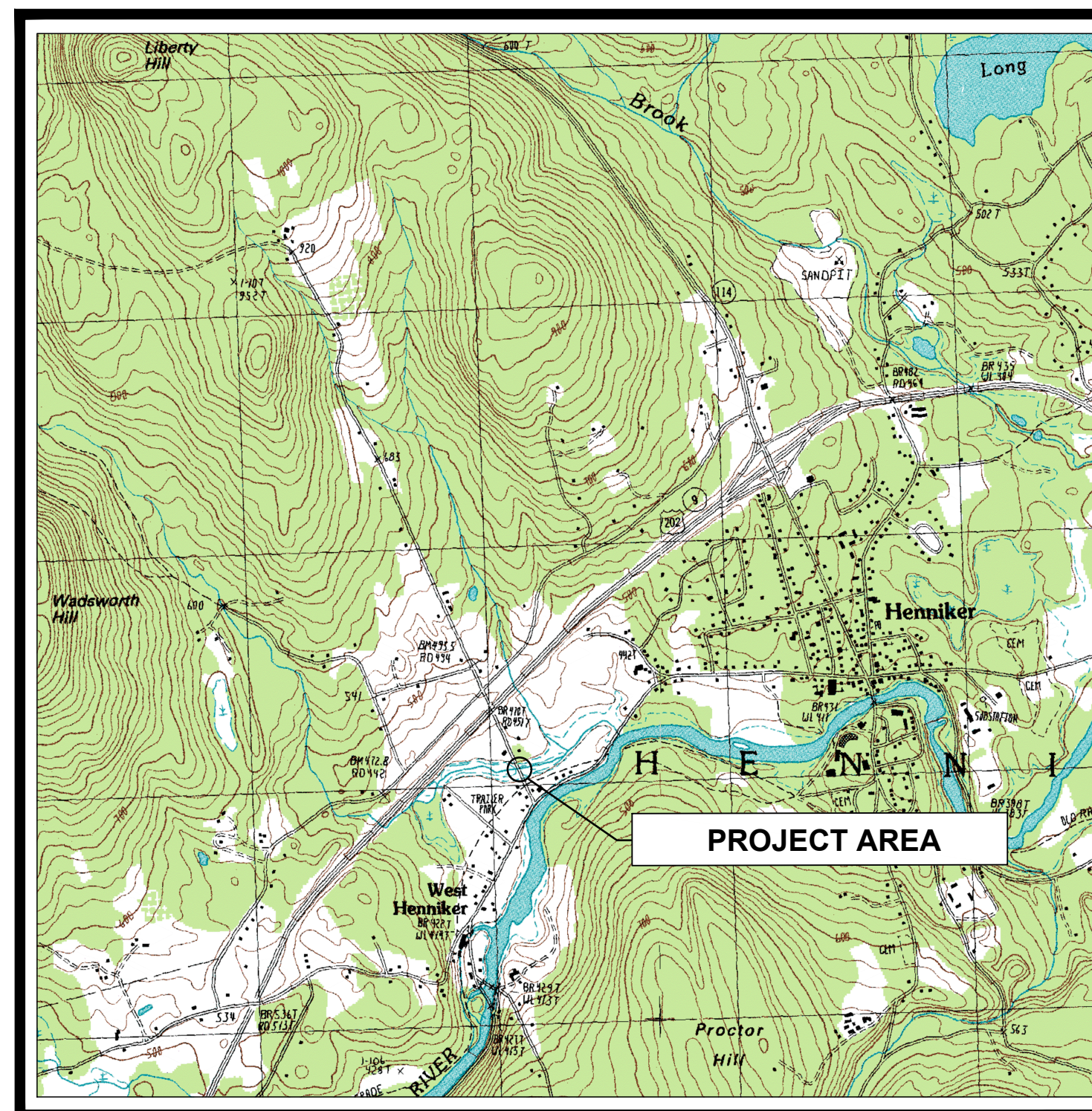
## MERRIMACK COUNTY

# LIBERTY HILL ROAD

# CULVERT REPLACEMENT PROJECT

### INDEX

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	COVER SHEET
2	GENERAL NOTES AND LEGEND
3	EXISTING CONDITIONS PLAN
4	CONSTRUCTION PLAN
5	CONSTRUCTION DETAILS



Locus Map  
Not to Scale



2-18-22

**KVP**Partners **LLC**

P.O. Box 432  
New Boston, NH 03070  
(603) 413-6650

**FEBRUARY 2022**



# GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL RELEVANT ANGLES, LENGTHS, ELEVATIONS, AND INVERTS PRIOR TO CONSTRUCTION.
2. THE LOCATION OF EXISTING UTILITIES AND SUBSURFACE STRUCTURES AS SHOWN ON THE DRAWINGS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE UTILITY AUTHORITY OF ANY DISCREPANCY WITH THE DRAWINGS. NEITHER THE ENGINEER NOR THE OWNER WARRANTS OR GUARANTEES THE CONDITIONS SHOWN ON THE DRAWINGS.
3. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL SUBSURFACE STRUCTURES AND UTILITIES THROUGH THE APPROPRIATE AGENCY. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL CALL THE DIG-SAFE CENTER (1-888-344-7233) AT LEAST 72 BUSINESS HOURS PRIOR TO ANY EXCAVATION.
4. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE VARIOUS AFFECTED UTILITY AUTHORITIES TO PREVENT UNNECESSARY DELAY OF WORK OR INTERRUPTION OF SERVICES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING AND SUPPORTING ALL UTILITIES DURING CONSTRUCTION AND FOR COORDINATING SUCH ACTIVITY WITH THE APPROPRIATE UTILITY AUTHORITIES. ANY UTILITY DESTROYED OR DAMAGED BY THE CONTRACTOR SHALL BE IMMEDIATELY REPAIRED OR REPLACED AS DIRECTED BY THE UTILITY AUTHORITY AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN A SAFE MANNER AT ALL TIMES DURING CONSTRUCTION AND IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND AS REQUIRED BY THE TOWN POLICE DEPARTMENT OR THE ENGINEER. IT IS UNDERSTOOD THAT NO ROADWAYS WILL BE CLOSED AND NO DETOURS WILL BE PERMITTED TO ACCOMMODATE CONSTRUCTION AND THE CONTRACTOR SHALL PLAN THE CONSTRUCTION ACTIVITIES ACCORDINGLY.
7. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ACCESS TO ALL ABUTTING PROPERTIES WITHIN THE PROJECT AREA AT ALL TIMES, UNLESS OTHERWISE APPROVED BY THE OWNER.
8. THE CONTRACTOR SHALL CONFINE ALL OPERATIONS AND ACTIVITIES FOR CONSTRUCTION PURPOSES TO THE TOWN'S RIGHT-OF-WAY, OR IN STAGING/STOCKPILE AREAS APPROVED BY THE TOWN. THE CONTRACTOR SHALL LOCATE STAGING AREAS THROUGH AGREEMENTS WITH AFFECTED PROPERTY OWNERS, OR PROVIDE ALTERNATE MEANS TO STORE MATERIAL AT THE WORK AREA AS REQUIRED.
9. DURING NON-WORKING HOURS, THE CONTRACTOR SHALL SECURE ALL EQUIPMENT AND MATERIALS WITHIN THE LIMITS OF WORK.
10. THE CONTRACTOR SHALL TAKE PHOTOGRAPHS OR A VIDEO OF THE ENTIRE PROJECT THAT PRIOR TO THE BEGINNING OF ANY WORK AT NO COST TO THE TOWN. THE PHOTOGRAPHS OR VIDEO SHALL FULLY DOCUMENT EXISTING CONDITIONS IN AND NEAR THE PROJECT AREA AND BE ARCHIVED IN THE TOWN OFFICES AND REMAIN THE PROPERTY OF THE TOWN. DIGITAL IMAGES ARE ACCEPTABLE IF IN A FORMAT THAT CAN BE VIEWED BY THE TOWN.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENT, ROADWAYS, SIGNS, CURBS, SIDEWALKS, DRIVEWAYS, MAILBOXES, FENCES, PLANTINGS OR OTHER PHYSICAL FEATURES CAUSED BY THE CONTRACTOR'S ACTIVITIES AND SHALL REPAIR THEM AT NO ADDITIONAL COST TO THE OWNER. ALL AREAS BEYOND THE LIMITS OF CONSTRUCTION WHICH ARE DISTURBED BY THE CONTRACTOR SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
12. THE CONTRACTOR SHALL TAKE PRECAUTIONS DURING CONSTRUCTION TO MINIMIZE THE AMOUNT OF DEBRIS THAT COLLECTS IN CATCH BASINS, CULVERTS AND MANHOLES. THE CONTRACTOR SHALL CLEAN ALL CATCH BASINS, CULVERTS AND MANHOLES AFFECTED BY CONSTRUCTION IN ORDER TO MAINTAIN AN OPERATING SYSTEM.
13. ALL EXISTING CURB, SIGNS, DRAINAGE STRUCTURES, UTILITIES AND ANY OTHER MATERIALS WITHIN THE RIGHT OF WAY THAT ARE REMOVED BY THE CONTRACTOR MAY BE INSPECTED BY THE OWNER. THE OWNER RESERVES THE RIGHT TO RETAIN OWNERSHIP AND MAY DIRECT THE CONTRACTOR TO SALVAGE AND STOCKPILE ANY SUCH EXISTING MATERIALS AT NO ADDITIONAL COST TO THE OWNER. ANY EXISTING MATERIALS THE OWNER CHOOSES NOT TO SALVAGE AND STOCKPILE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
14. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FROM APPLICABLE GOVERNMENTAL AGENCIES, INCLUDING THE OWNER, PRIOR TO THE START OF ANY CONSTRUCTION.
15. THE CONTRACTOR IS REQUIRED TO PROVIDE ADEQUATE SHORING FOR THE SOIL CONDITIONS AND DEPTHS ENCOUNTERED DURING CONSTRUCTION.
16. IN THE EVENT THE CONTRACTOR ENCOUNTERS EXISTING MATERIAL REASONABLY BELIEVED TO BE HAZARDOUS WHICH HAS NOT BEEN RENDERED HARMLESS, THE CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE AFFECTED AREA AND REPORT THE CONDITION TO THE OWNER AND ENGINEER. WORK IN THE AFFECTED AREA SHALL NOT RESUME UNTIL WRITTEN VERIFICATION BY THE OWNER THAT THE MATERIAL HAS BEEN REMOVED OR OTHERWISE BEEN RENDERED HARMLESS.
17. THE CONTRACTOR AND ALL SUBCONSULTANTS SHALL FAMILIARIZE THEMSELVES WITH THE CONTRACT DOCUMENTS. ALL DRAWINGS OF ANY PARTICULAR TRADE SHALL BE USED IN CONJUNCTION WITH DRAWINGS OF ALL OTHER TRADES TO COORDINATE THE CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE AFFECTED WORK. ANY PROPOSED CHANGES, VARIATIONS, OR SUBSTITUTIONS MUST BE REVIEWED AND ACCEPTED BY THE ENGINEER PRIOR TO IMPLEMENTATION.
18. ALL PROPOSED WORK WILL BE COMPLETED IN ACCORDANCE WITH NHDOT STANDARD SPECIFICATIONS AND DETAILS (LATEST VERSION AND ALL AMENDMENTS) UNLESS OTHERWISE NOTED ON THESE PLANS OR SPECIFIED IN THE CONTRACT DOCUMENTS.

# PAVEMENT STRUCTURE NOTES

PROPOSED PAVEMENT WILL CONSIST OF THE FOLLOWING:

ROADWAY PAVEMENT STRUCTURE  
 1 1/2" BIT. CONC. SURFACE COURSE  
 2 1/2" BIT. CONC. BINDER COURSE  
 6" CRUSHED GRAVEL BASE COURSE  
 12" GRAVEL BASE COURSE

SIDEWALKS PAVEMENT STRUCTURE  
 2" BIT. CONC. SURFACE COURSE  
 6" CRUSHED GRAVEL BASE COURSE

DRIVEWAYS PAVEMENT STRUCTURE  
 3" BIT. CONC. SURFACE COURSE  
 6" CRUSHED GRAVEL BASE COURSE

# SURVEY NOTES

- 1) THIS PLAN DEPICTS FIELD EVIDENCE AS LAST OBSERVED BY PROMISED LAND SURVEY, LLC (PLS) ON DECEMBER 21, 2021.
- 2) HORIZONTAL DATUM IS NAD83-NSRS 2011 BASED ON CARLSON BRX7 RTK POST-PROCESSED GNSS.
- 3) VERTICAL DATUM IS NAVD88-GEOD 18 BASED ON CARLSON BRX7 RTK POST-PROCESSED GNSS. THE VERTICAL DATUM OF THE SITE IS REFERENCED TO THE TEMPORARY BENCHMARKS PROVIDED AND AS SUCH THESE SHALL BE UTILIZED FOR ALL SITE WORK.
- 4) UNDERGROUND UTILITIES, IF SHOWN, ARE APPROXIMATE AND ARE BASED ON FIELD EVIDENCE. ADDITIONAL UNDERGROUND UTILITIES MAY EXIST. CONTACT DIG SAFE (811) PRIOR TO ANY EXCAVATION OR CONSTRUCTION ACTIVITY.
- 5) RIGHT OF WAY AND BOUNDARY LINE INFORMATION SHOWN HEREON IS APPROXIMATE AND IS BASED ON FIELD EVIDENCE IN CONJUNCTION WITH PLAN INFORMATION OBTAINED FROM THE MERRIMACK REGISTRY OF DEEDS. AS SUCH, THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY.
- 6) BOUNDARY MONUMENTS, AS SHOWN, SHOULD NOT BE UTILIZED FOR VERTICAL CONTROL; VERTICAL CONTROL HAS BEEN ESTABLISHED/PROVIDED.
- 7) THE SURFACE AND FAULT LINES GENERATED/PROVIDED BY PLS REPRESENT THE SURFACE MODEL INTENDED FOR USE. THIS SURFACE TAKES INTO ACCOUNT THOSE POINTS WHICH SHOULD NOT BE UTILIZED FOR VERTICAL LOCATION AND SITE FAULT LINES. AS SUCH, ANY SURFACE GENERATED BEYOND WHAT HAS BEEN PROVIDED IS AT THE DISCRETION OF THE CREATOR AND PLS ASSUMES NO RESPONSIBILITY FOR ITS CREATION OR USAGE.
- 8) PRIOR TO ANY EXCAVATION, CONSTRUCTION OR SITE WORK, DUE DILIGENCE SITE CHECKS AND CONFIRMATIONS SHALL BE COMPLETED BY THE CONTRACTOR.
- 9) IF THERE APPEARS TO BE ANY DISCREPANCIES IN HORIZONTAL OR VERTICAL CONTROL/INFORMATION, IT IS THE DUTY OF THE CONTRACTOR/DESIGNER TO NOTIFY PLS IN ORDER TO DETERMINE THE BEST SOLUTION. ANY PROGRESS IN SITE WORK WITHOUT SEEKING RESOLUTION TO SAID ISSUES IS NOT THE RESPONSIBILITY OF PLS.
- 10) IF THERE APPEARS TO BE ANY DISCREPANCIES IN INVERT INFORMATION WITHIN DRAINAGE, SEWER, OR OTHER STRUCTURES, IT IS THE DUTY OF THE CONTRACTOR/DESIGNER TO IMMEDIATELY NOTIFY PLS IN ORDER TO DETERMINE THE BEST SOLUTION. ANY CONSTRUCTION WITHOUT SEEKING IMMEDIATE RESOLUTION TO SAID ISSUES IS NOT THE RESPONSIBILITY OF PLS.
- 11) DUE TO THE UNSECURED USE OF ELECTRONIC FILES AND THE INABILITY OF PLS TO ESTABLISH CONTROLS OVER THEIR USE, PLS ASSUMES NO RESPONSIBILITY FOR ANY CONSEQUENCES ARISING OUT OF THE USE OF THE DATA. IT IS THE SOLE RESPONSIBILITY OF THE RECIPIENT TO CHECK THE VALIDITY OF ALL INFORMATION CONTAINED HEREIN. THE RECIPIENT SHALL AT ALL TIMES REFER TO THE SIGNED AND SEALED DRAWINGS OF THE PROJECT DURING ALL PHASES OF THE PROJECT. THE RECIPIENT SHALL ASSUME ALL RISKS AND LIABILITIES RESULTING FROM THE USE OF THIS DATA, AND THE RECIPIENT AGREE(S) TO WAIVE ANY AND ALL CLAIMS AND LIABILITY AGAINST PLS AND ITS SUB CONSULTANTS RESULTING IN ANY WAY FROM THE USE OF THE ELECTRONIC FILES.
- 12) USE OF THIS DRAWING & INFORMATION HEREIN IS TO BE CONSTRUED AS ACCEPTANCE OF THE TERMS AND CONDITIONS AS DETAILED ABOVE.

# EROSION CONTROL NOTES

1. THE SMALLEST PRACTICAL AREA SHALL BE DISTURBED DURING CONSTRUCTION AT ANY ONE TIME AND IN NO CASE SHALL THE AREA OF DISTURBANCE EXCEED FIVE ACRES.
2. DISTURBED AREAS SHALL NOT REMAIN EXPOSED FOR LONGER THAN 60 DAYS. ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITHIN 72 HOURS OF FINAL GRADING.
3. TEMPORARY SEEDING SHALL BE APPLIED TO ALL DISTURBED AREAS (TO BE VEGETATED) IN ACCORDANCE WITH THE REQUIREMENTS OF PAGE 7-247 THROUGH 7-249 OF THE "STORMWATER MANAGEMENT AND SEDIMENTATION CONTROL HANDBOOK FOR URBAN AND DEVELOPING AREAS IN NEW HAMPSHIRE".
4. INSTALLATION OF SILT FENCES AND/OR HAY BALE SEDIMENTATION BARRIERS SHALL BE COMPLETED PRIOR TO THE START OF ANY CONSTRUCTION IN ACCORDANCE WITH THE DETAILS HEREIN, WITH THE MANUFACTURER'S RECOMMENDATIONS AND IN ACCORDANCE WITH NHDES PERMIT REQUIREMENTS.
5. ALL DITCHES, PONDS AND DRAINAGE INFRASTRUCTURE SHALL BE STABILIZED PRIOR TO DIRECTING FLOW TO THEM.
6. ALL SLOPES IN STEEPER THAN 2:1 SHALL HAVE EROSION CONTROL MATTING PLACED UNLESS OTHERWISE PERMITTED BY THE ENGINEER. SLOPES THAT ARE 2:1 OR FLATTER SHALL HAVE EROSION CONTROL MATTING PLACED AS DIRECTED BY THE ENGINEER AND AS REQUIRED TO STABILIZE THE SLOPE.
7. STONE CHECK DAMS SHALL BE INSTALLED AT 50 FOOT INTERVALS OR AS SHOWN ON THE DETAIL ALONG THE CENTERLINE OF THE PROPOSED DRAINAGE DITCHES, OR AS DIRECTED BY THE ENGINEER, UNTIL PERMANENT SURFACE TREATMENTS ARE INSTALLED AND FULLY STABILIZED.
8. SEDIMENTATION BARRIERS SHALL BE KEPT CLEAN OF ACCUMULATED SEDIMENTS DURING CONSTRUCTION AS REQUIRED TO PROTECT ALL RESOURCE AREAS.
9. EROSION CONTROL MEASURES SHALL BE INSPECTED ON A WEEKLY BASIS AND AFTER EVERY STORM EVENT IN EXCESS OF 0.5". EROSION CONTROL MEASURES SHALL BE MAINTAINED FOR THE DURATION OF THE CONSTRUCTION OR UNTIL ALL DISTURBED AREAS ARE FULLY STABILIZED WITH APPROPRIATE SURFACE TREATMENTS (GRASSES, STONE, PAVEMENT, ETC.).
10. EXISTING VEGETATION SHALL REMAIN UNDISTURBED WHEREVER POSSIBLE AND ANY DISTURBED AREAS SHALL BE STABILIZED AS SOON AS POSSIBLE FOLLOWING REGRADING.
11. UNLESS OTHERWISE NOTED, ALL DISTURBED AREAS SHALL HAVE A MINIMUM OF 4" OF LOAM, BE PROPERLY FERTILIZED AND SEEDED IN ACCORDANCE WITH THE NOTES HEREIN AND THE SPECIFICATIONS.
12. ALL EROSION CONTROL MEASURES SHALL BE CLEANED OF ANY ACCUMULATED DEBRIS AND REMOVED UPON STABILIZATION OF ALL DISTURBED AREAS.
13. AN AREA SHALL BE CONSIDERED STABLE IF ONE OF THE FOLLOWING HAS OCCURRED:
  - BASE COURSE GRAVELS HAVE BEEN INSTALLED IN AREAS TO BE PAVED;
  - A MINIMUM OF 85% VEGETATED GROWTH HAS BEEN ESTABLISHED;
  - A MINIMUM OF 3" OF NON-EROSIVE MATERIAL SUCH AS STONE OR RIPRAP HAS BEEN INSTALLED; OR
  - EROSION CONTROL BLANKETS HAVE BEEN PROPERLY INSTALLED.

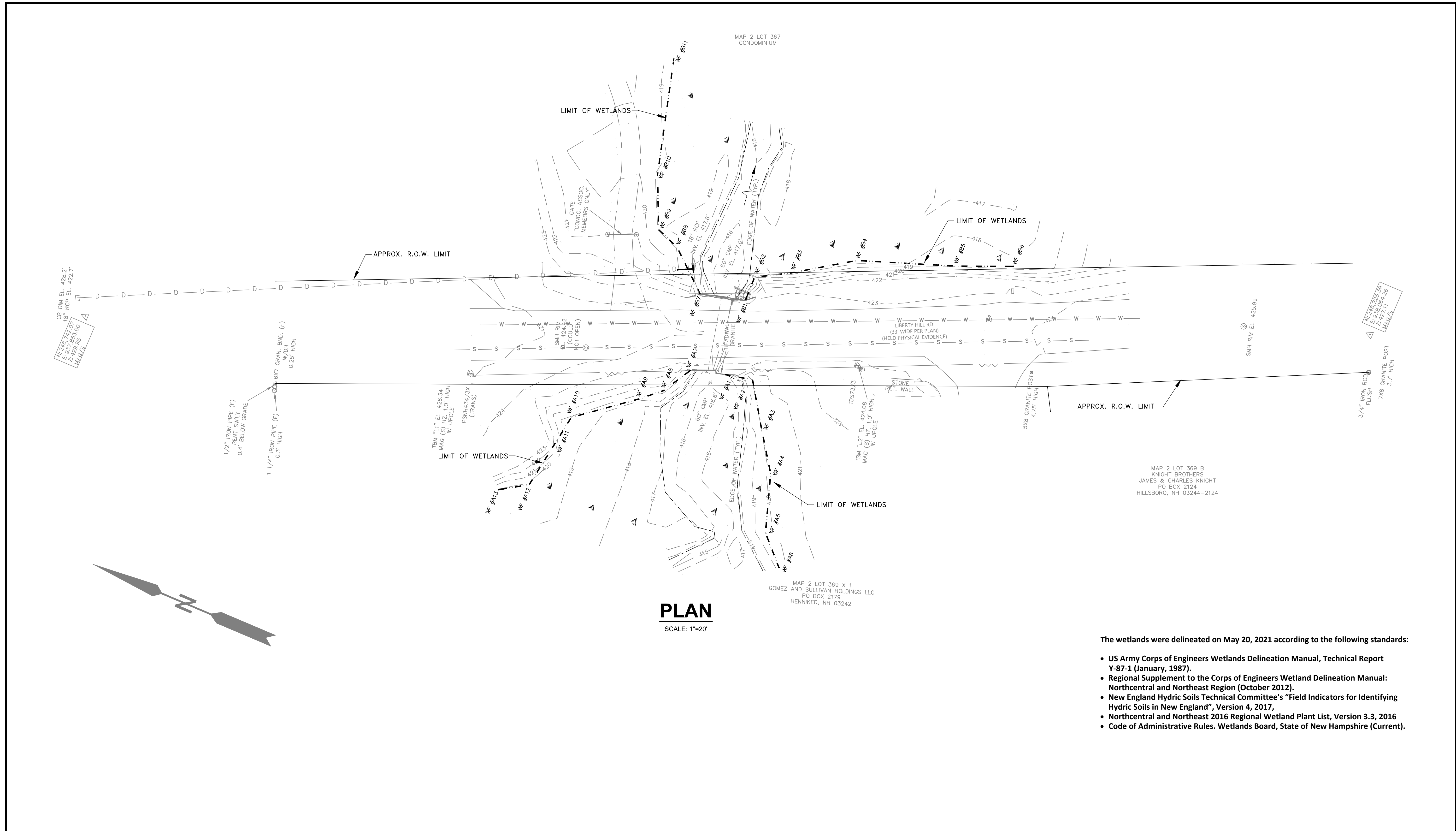
# ABBREVIATIONS

R&S	REMOVE AND STOCKPILE
R&D	REMOVE AND DISPOSE
R&R	REMOVE AND RESET
SDWK.	SIDEWALK
PVMT.	PAVEMENT
PROP.	PROPOSED
STA.	ROADWAY CENTERLINE STATION
CB	CATCH BASIN
MH	MANHOLE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
TYP.	TYPICAL
APPROX.	APPROXIMATE
INV.	PIPE INVERT
EXIST.	EXISTING
MIN.	MINIMUM
CONC.	CONCRETE
BIT.	BITUMINOUS
WCR	WHEELCHAIR RAMP

# WINTER CONSTRUCTION NOTES

1. ALL PROPOSED VEGETATED AREAS WHICH DO NOT EXHIBIT A MINIMUM OF 85% VEGETATIVE GROWTH BY OCTOBER 15TH, OR WHICH ARE DISTURBED AFTER OCTOBER 15TH, SHALL BE STABILIZED BY SEEDING AND INSTALLING EROSION CONTROL BLANKETS ON SLOPES GREATER THAN 3:1, AND SEEDING AND PLACING 3 TO 4 TONS OF MULCH PER ACRE, SECURED WITH ANCHORED NETTING, ELSEWHERE. THE INSTALLATION OF EROSION CONTROL BLANKETS OR MULCH AND NETTING SHALL NOT OCCUR OVER ACCUMULATED SNOW OR ON FROZEN GROUND AND SHALL BE COMPLETED IN ADVANCE OF THAW OR SPRING MELT EVENTS;
  2. ALL DITCHES OR SWALES WHICH DO NOT EXHIBIT A MINIMUM OF 85% VEGETATIVE GROWTH BY OCTOBER 15TH, OR WHICH ARE DISTURBED AFTER OCTOBER 15TH, SHALL BE STABILIZED TEMPORARILY WITH STONE OR EROSION CONTROL BLANKETS APPROPRIATE FOR THE DESIGN FLOW CONDITIONS; AND
  3. AFTER NOVEMBER 15TH, INCOMPLETE ROAD OR PARKING SURFACES, WHERE WORK HAS STOPPED FOR THE WINTER SEASON, SHALL BE PROTECTED WITH A MINIMUM OF 3 INCHES OF CRUSHED GRAVEL PER NHDOT ITEM 304.3.
1. ALL TEMPORARY EROSION CONTROL MEASURES SHOULD BE INSPECTED AFTER EACH RAINFALL EVENT AND AT LEAST WEEKLY. ANY NECESSARY REPAIRS SHALL BE MADE IMMEDIATELY. ACCUMULATED SEDIMENTS SHALL BE REMOVED FROM ALL EROSION CONTROL DEVICES WHEN SEDIMENTS HAVE REACHED A LEVEL OF ONE HALF THE HEIGHT OF THE EROSION CONTROL MEASURE.
  2. ALL PERMANENT WATER QUANTITY/QUALITY AND EROSION CONTROL MEASURES (OUTLET PROTECTION, DETENTION PONDS, LEVEL SPREADERS AND VEGETATED SWALES) SHALL BE INSPECTED ANNUALLY AND AFTER EVERY MAJOR STORM EVENT. ANY REPAIRS REQUIRED TO KEEP THE MEASURE FUNCTIONING AS INTENDED SHALL BE COMPLETED IMMEDIATELY.

REVISIONS					<b>KVPartners LLC</b> P.O. Box 432 New Boston, NH 03070 (603) 413-6650	NOT TO SCALE	LIBERTY HILL ROAD CULVERT REPLACEMENT PROJECT HENNIKER, NEW HAMPSHIRE		SHEET NO. <b>2</b>		
NUMBER	DATE	BY	DESCRIPTION				GENERAL NOTES AND LEGEND		FEBRUARY 2022		



**PLAN**  
SCALE: 1"=20'

The wetlands were delineated on May 20, 2021 according to the following standards:

- US Army Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1 (January, 1987).
- Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (October 2012).
- New England Hydric Soils Technical Committee's "Field Indicators for Identifying Hydric Soils in New England", Version 4, 2017,
- Northcentral and Northeast 2016 Regional Wetland Plant List, Version 3.3, 2016
- Code of Administrative Rules. Wetlands Board, State of New Hampshire (Current).

REVISIONS				
NUMBER	DATE	BY	DESCRIPTION	

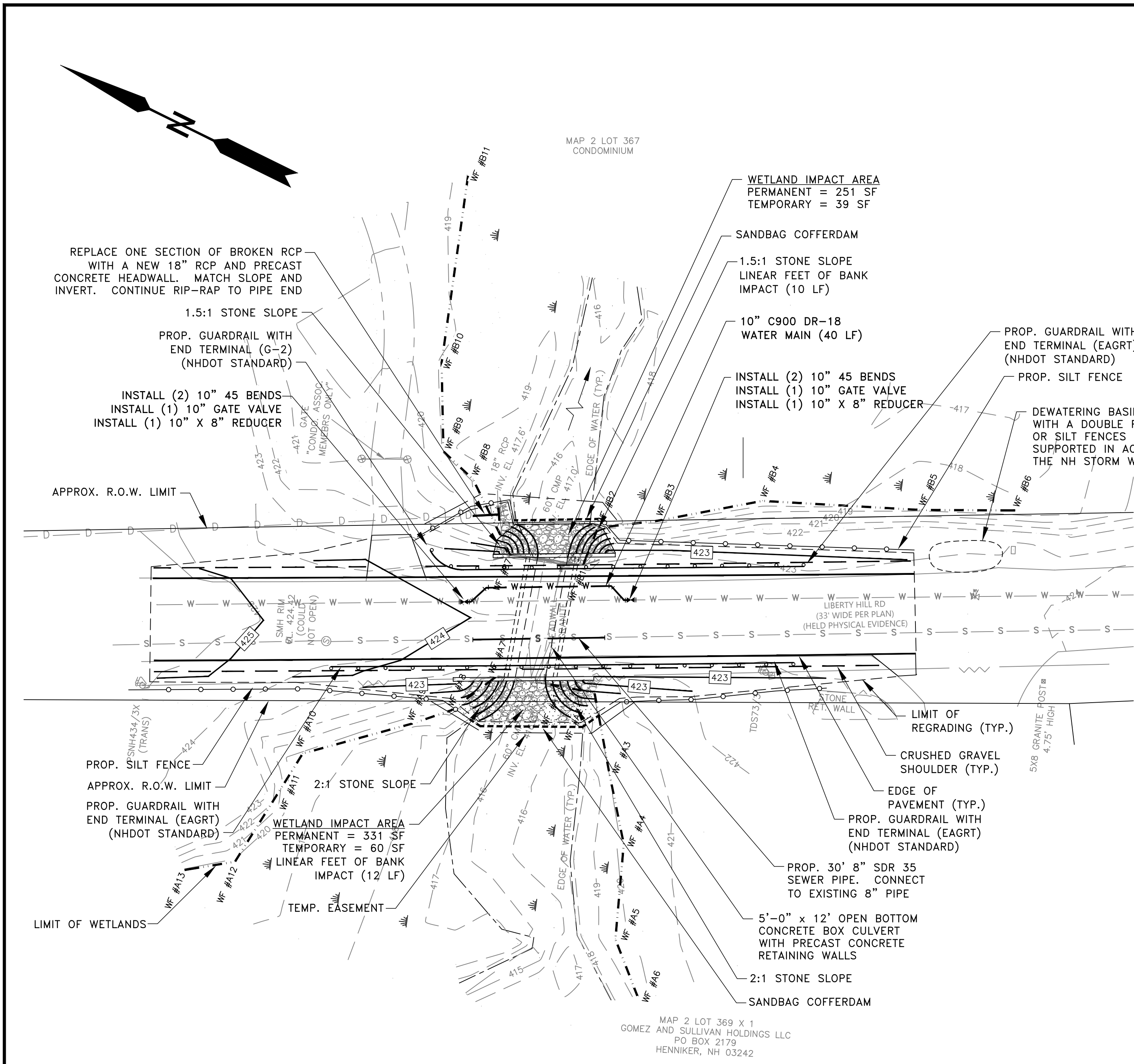
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(603) 413-6650



**LIBERTY HILL ROAD CULVERT  
REPLACEMENT PROJECT**  
HENNIKER, NEW HAMPSHIRE

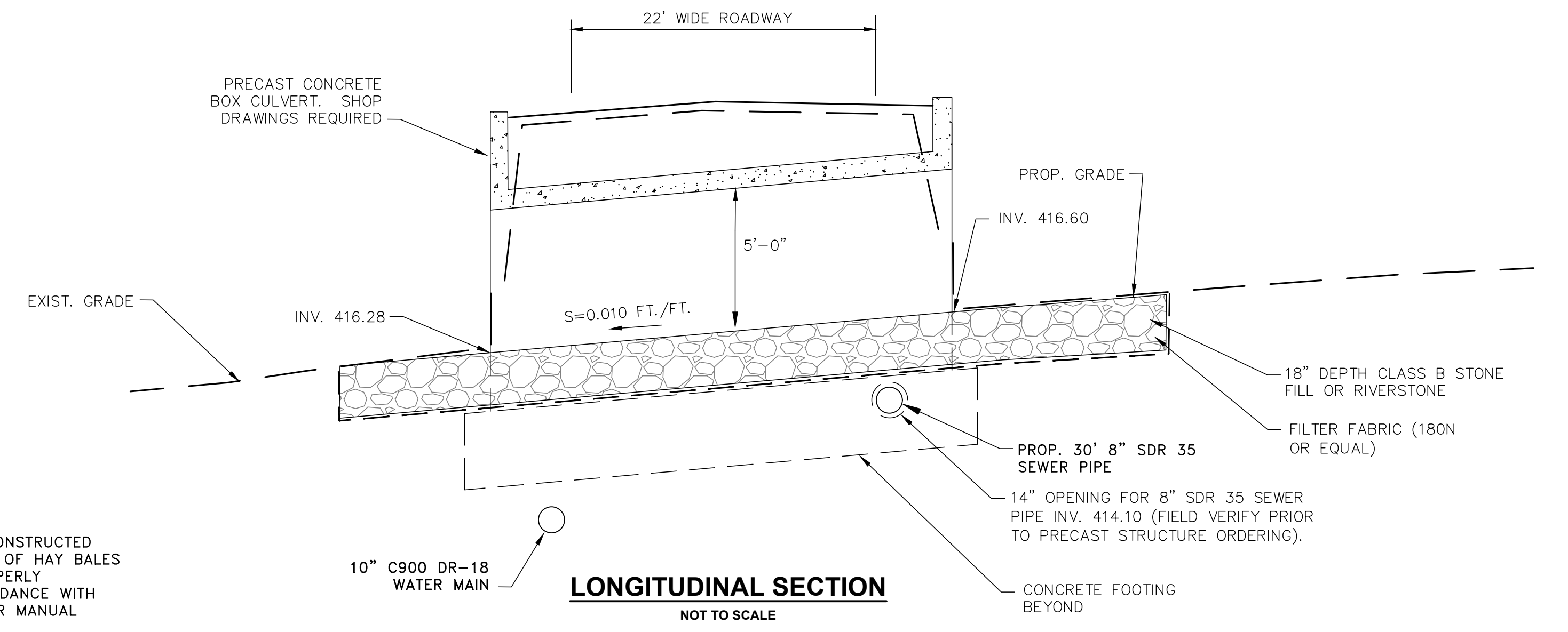
EXISTING CONDITIONS PLAN

SHEET NO.  
**3**  
JANUARY 2022

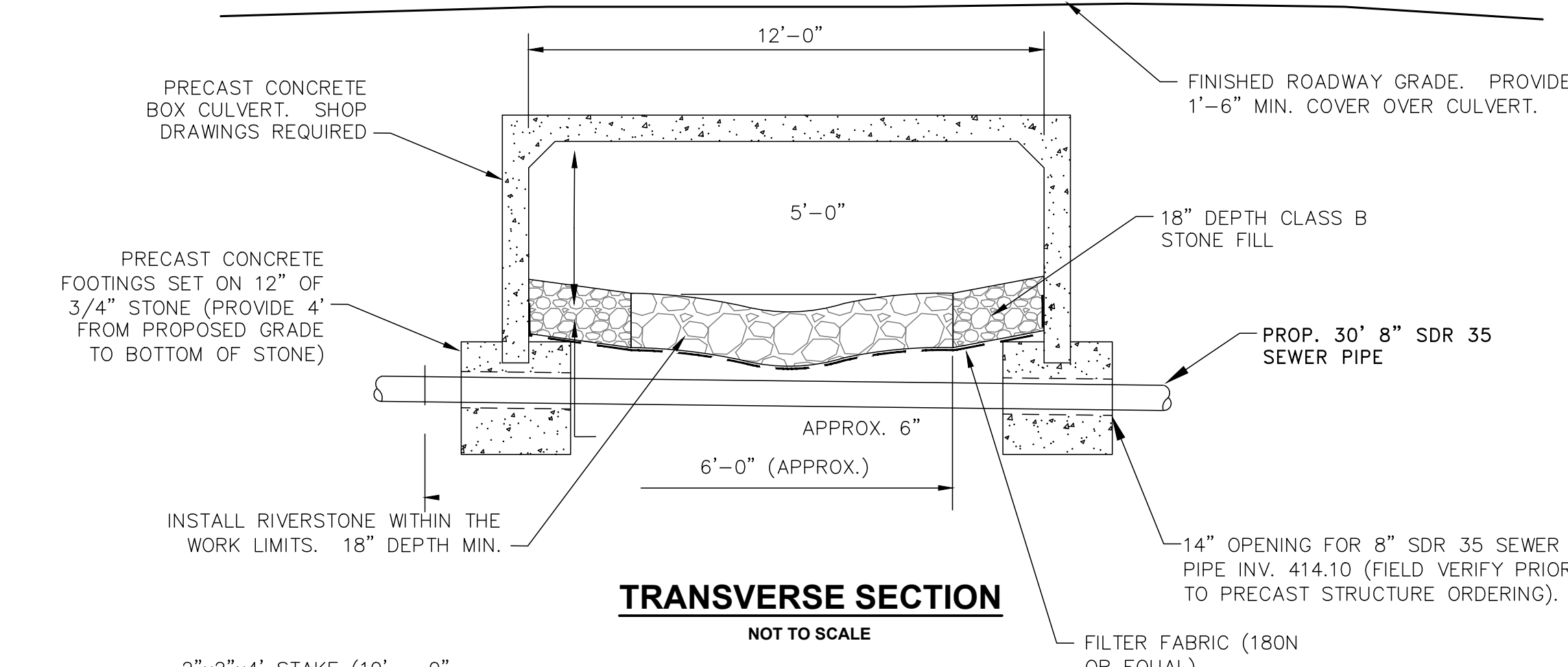


**PLAN**  
SCALE: 1"=20'

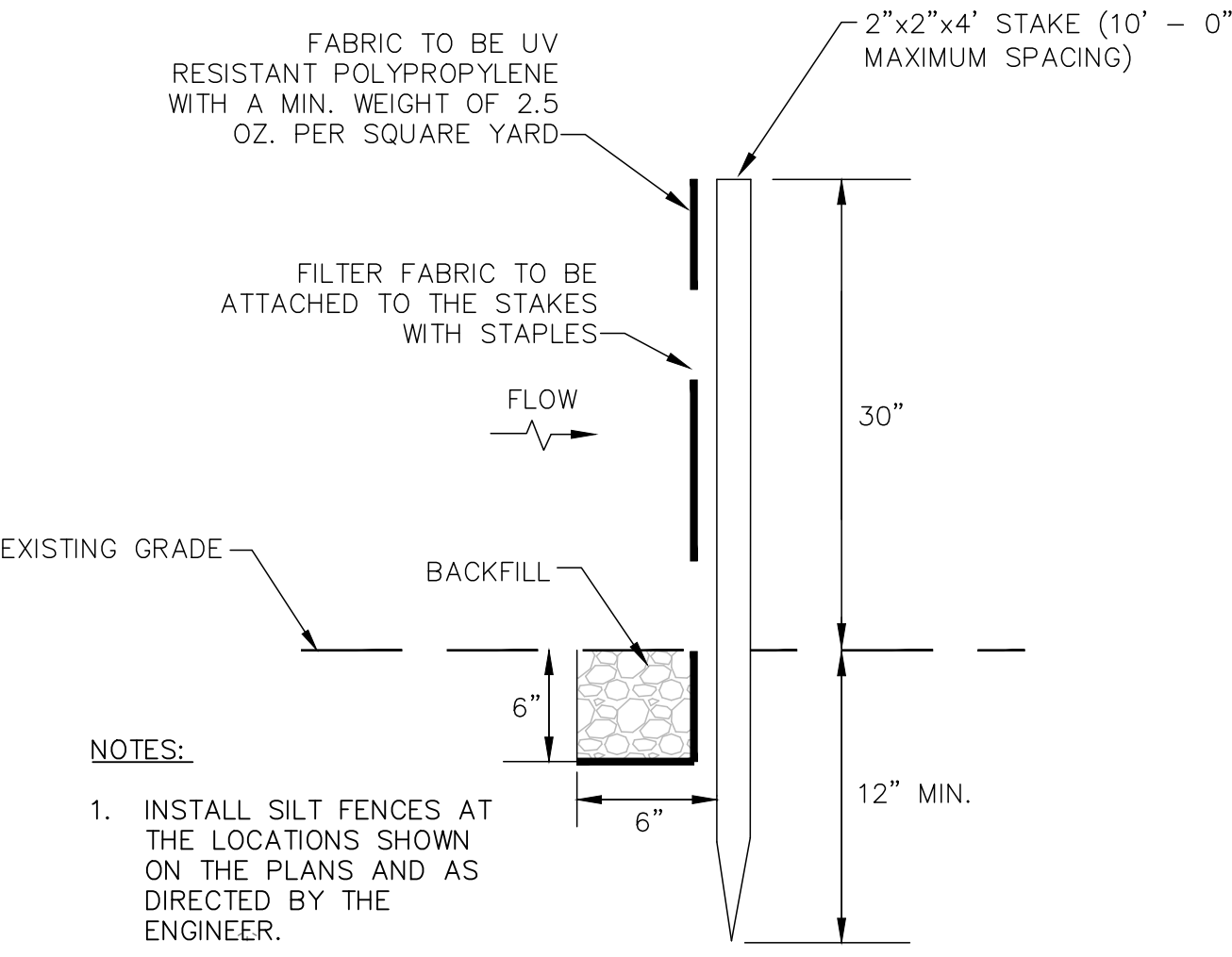
**GUARDRAIL NOTE:**  
GUARDRAIL SHALL BE DOUBLE OR TRIPLE NESTED DEPENDING ON THE INCREASED POST SPACING REQUIRED DUE TO AVOID POSTS IN THE CONCRETE BOX CULVERT STRUCTURE AND TO PROVIDE THE REQUIRED STRUCTURAL STRENGTH. END SECTIONS SHALL BE EAGRT PER NHDOT STANDARDS OR AS NOTED.



**LONGITUDINAL SECTION**  
NOT TO SCALE



**TRANSVERSE SECTION**  
NOT TO SCALE



**SEDIMENTATION BARRIER DETAIL**  
NOT TO SCALE

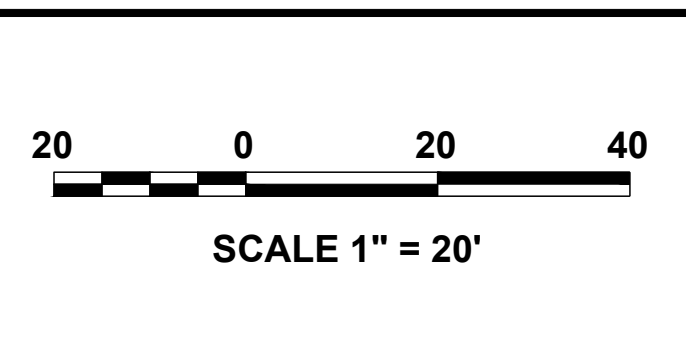
**CONCRETE BOX CULVERT NOTES**

- LOADING: HL-93
- SPECIFICATIONS: NHDOT 2016 STANDARD SPECIFICATIONS, AS AMENDED, AASHTO M 259 AND AASHTO M 273.
- THE FINAL DESIGN SHALL BE PREPARED AND STAMPED BY A PROFESSIONAL ENGINEER LICENSED AND IN GOOD STANDING IN THE STATE OF NEW HAMPSHIRE. SHOP DRAWING SUBMITTALS ARE REQUIRED AND MUST BE APPROVED BY THE TOWN.
- JOINTS FOR PRECAST SECTIONS SHALL BE TONGUE AND GROOVE TYPE AND SHALL BE SEALED WITH 1" CLOSED CELL NEOPRENE GASKETS.
- FOOTINGS SHALL BE SET ON 12" OF 3/4" CRUSHED STONE AND BACKFILLED WITH SUITABLE FILL.

REVISIONS			
NUMBER	DATE	BY	DESCRIPTION

2-18-22

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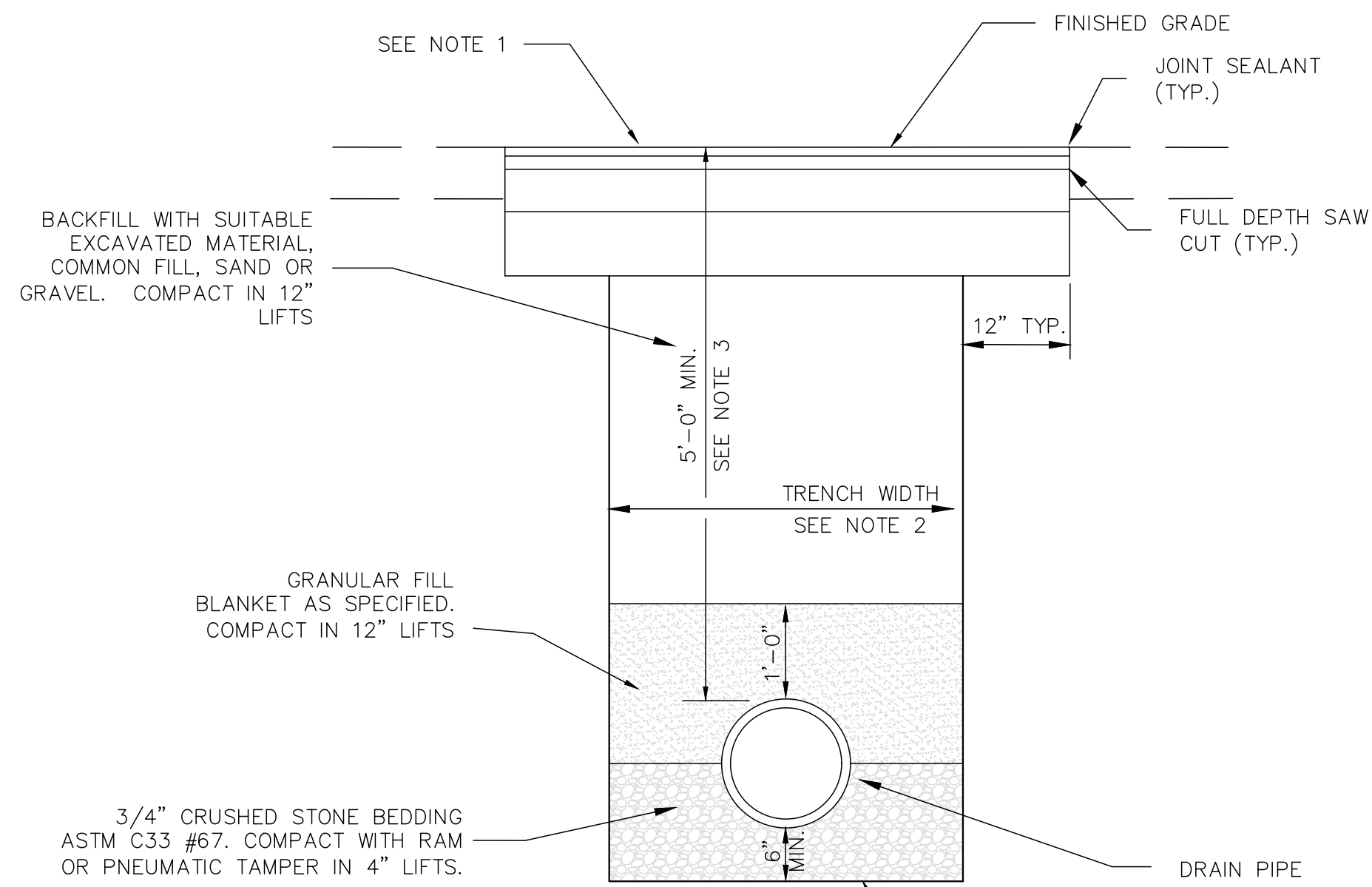
**LIBERTY HILL ROAD CULVERT REPLACEMENT PROJECT**  
HENNIKER, NEW HAMPSHIRE

CONSTRUCTION PLAN

SHEET NO.  
**4**

FEBRUARY 2022



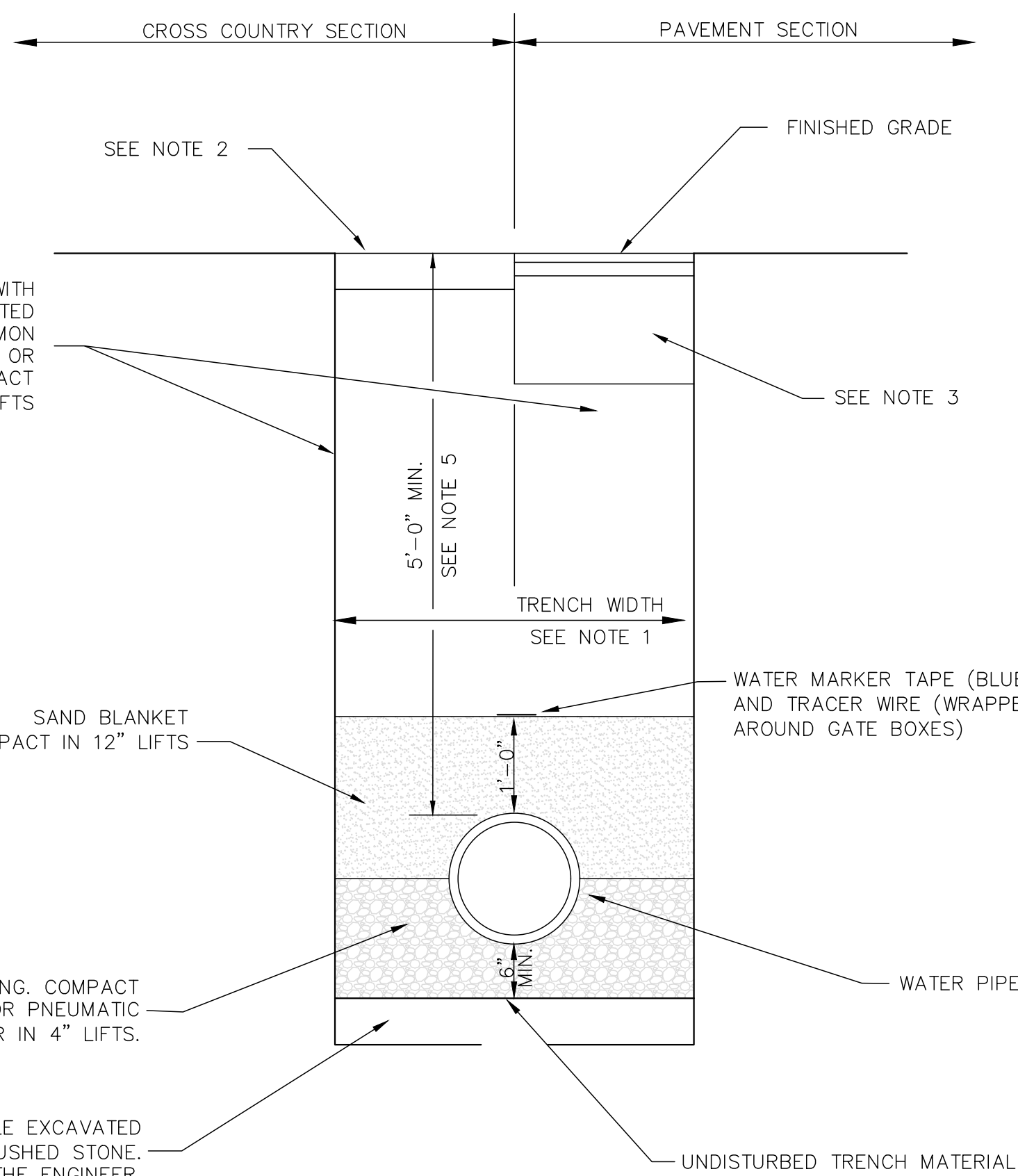


**NOTES:**

1. PROVIDE 6" CRUSHED GRAVEL AND 12" BANK RUN GRAVEL.
2. ALLOWABLE TRENCH WIDTH:
  - a. FOR PIPES LESS THAN OR EQUAL TO 12 INCHES IN DIAMETER, THE ALLOWABLE TRENCH WIDTH AT PLANE 12 INCHES ABOVE PIPE SHALL BE NO MORE THAN 36 INCHES.
  - b. FOR PIPES GREATER THAN 12 INCHES IN DIAMETER THE ALLOWABLE TRENCH WIDTH SHALL BE EQUAL TO THE OUTSIDE PIPE DIAMETER PLUS 24 INCHES.
3. MINIMUM PIPE COVER SHALL BE 2'-0".

**TYPICAL DRAIN PIPE TRENCH DETAIL**

NOT TO SCALE

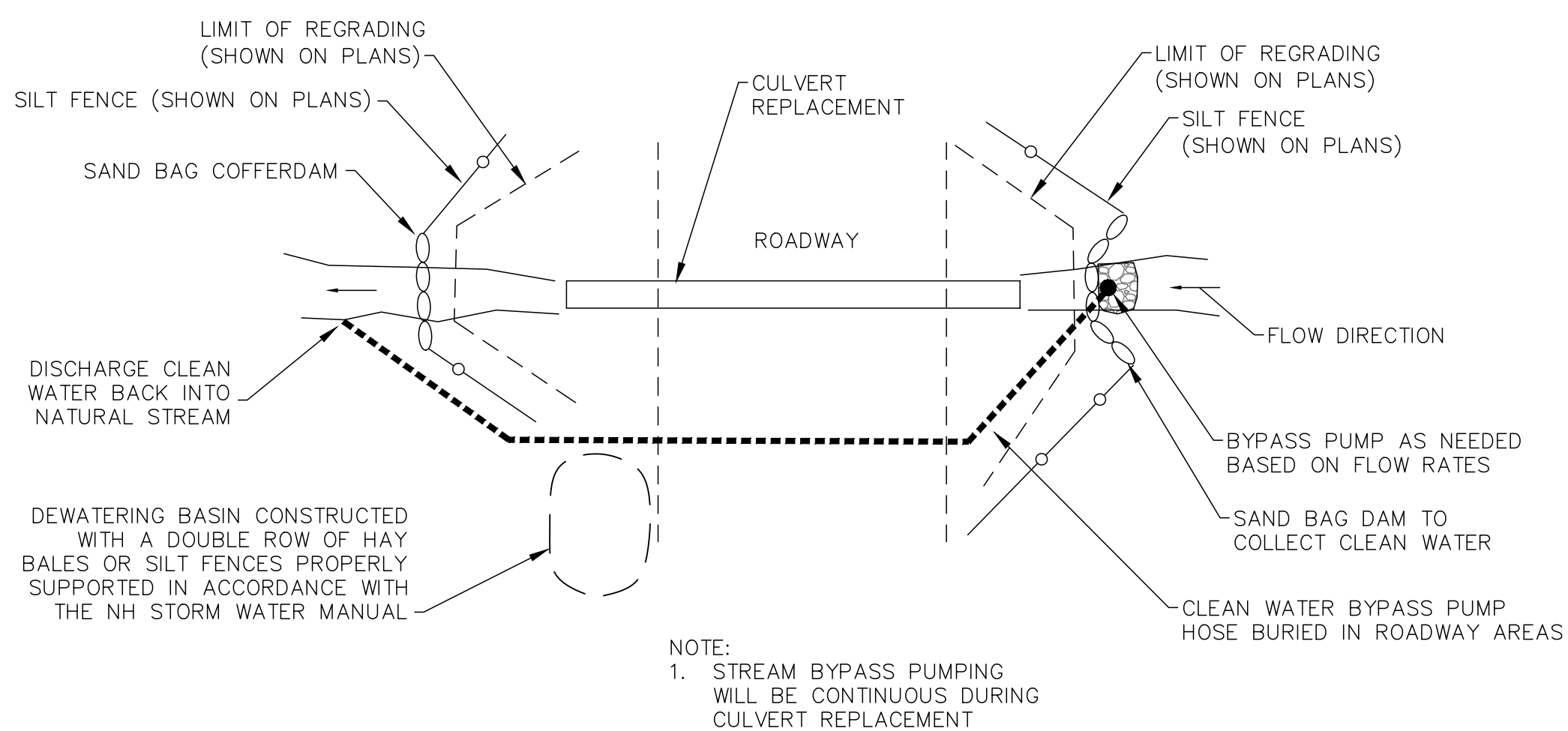


**NOTES:**

1. ALLOWABLE TRENCH WIDTH:
  - a. FOR PIPE LESS THAN OR EQUAL TO 12 INCHES IN DIAMETER, THE ALLOWABLE TRENCH WIDTH AT PLANE 12 INCHES ABOVE PIPE SHALL BE NO MORE THAN 36 INCHES.
  - b. FOR PIPE GREATER THAN 12 INCHES IN DIAMETER THE ALLOWABLE TRENCH WIDTH SHALL BE EQUAL TO THE PIPE OUTSIDE DIAMETER PLUS 24 INCHES.
2. WHERE GRASS OCCURS, LOAM AND SEED ALL DISTURBED AREAS TO A MINIMUM DEPTH OF 4 INCHES UNLESS OTHERWISE NOTED. WHERE NO GRASS OCCURS, MATCH EXISTING MATERIALS AND DEPTHS OR PLACE A MINIMUM OF 6 INCHES OF GRAVEL, WHICHEVER IS GREATER.
3. REFER TO TYPICAL ROADWAY SECTIONS.
4. BEDDING SHALL BE WRAPPED IN FILTER FABRIC IN LOCATIONS WHERE SOIL IS CONSIDERED UNSUITABLE BY THE ENGINEER.
5. THE MAXIMUM DEPTH OF BURY OF WATER PIPE SHALL BE 8'-0" UNLESS SPECIFICALLY APPROVED BY THE ENGINEER OR OTHERWISE SHOWN ON THE DRAWINGS. DEPTH SHALL BE MEASURED FROM THE TOP OF THE PIPE TO FINISHED GRADE.

**TYPICAL WATER TRENCH DETAIL**

NOT TO SCALE



NOTE:  
1. STREAM BYPASS PUMPING WILL BE CONTINUOUS DURING CULVERT REPLACEMENT

**DEWATERING AND BYPASS PUMPING PLAN**

NOT TO SCALE

**SEQUENCE OF CONSTRUCTION**

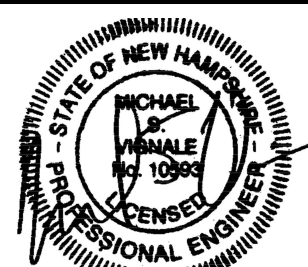
1. CUT AND CLEAR ALL TREES WITHIN THE DISTURBANCE AREA UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ALL VEGETATION CLEARED WILL BE REMOVED FROM THE SITE BY THE CONTACTOR.
2. CONSTRUCT TEMPORARY AND PERMANENT EROSION CONTROL DEVICES INCLUDING SILT FENCES SEDIMENTATION PONDS, DEWATERING FACILITIES, PONDS AND ANY OTHER DEVICES SPECIFIED.
3. COMPLETE GRUBBING OPERATIONS. REMOVE ALL PEAT, MUCK, ORGANIC MATERIALS FROM THE ROADWAY FOUNDATION AREA. ALL STUMPS, DEBRIS AND TOPSOIL, ORGANIC MATERIALS, PEAT MUCK, ETC. AND WILL BE DISPOSED OF OFF SITE BY THE CONTRACTOR. ORGANIC MATERIAL SUITABLE FOR USE AS TOPSOIL (FOLLOWING SCREENING).
4. EXCAVATE FOR CULVERT, DEWATER EXCAVATION AS REQUIRED, PLACE HEADWALLS, PIPE AND BACKFILL.
5. STABILIZE THE SITE IN ACCORDANCE WITH THE EROSION CONTROL REQUIREMENTS AS INDICATED ON THE PLANS INCLUDING LOAMING AND SEEDING ALL SLOPES EXCEPT THOSE DIRECTLY ADJACENT TO THE ROADWAY WHERE GRAVELS WILL BE PLACED.
6. GRADE AND COMPACT THE GRAVEL AND CRUSHED GRAVEL BASE COURSES.
7. COMPLETE PERMANENT SEEDING AND LANDSCAPING.
8. CLEAN THE SITE, DRAINAGE STRUCTURES, PIPES, SWALES, PONDS, LEVEL SPREADERS AND SILT FENCES, OF ANY ACCUMULATED SEDIMENT.
9. AFTER THE SITE IS FULLY STABILIZED, REMOVE ALL TEMPORARY EROSION CONTROL DEVICES AND RESTORE DISTURBED AREAS AS REQUIRED.
10. NOTIFY PERMITTING AGENCIES THAT CONSTRUCTION HAS BEEN COMPLETED.

**SEEDING SPECIFICATIONS**

MIXTURE	POUNDS PER ACRE	POUNDS PER 1000 SF
TALL FESCUE	20	0.46
CREeping RED FESCUE	20	0.45
BIRDSFOOT TREFOL	8	0.20
TOTAL	48	1.10

1. SEEDBED PREPARATION
  - a. SURFACE AND SEEPAGE WATER SHOULD BE DRAINED OR DIVERTED FROM THE SITE TO PREVENT DROWNING OR WINTER KILLING THE PLANTS.
  - b. STONES LARGER THAN 4" SHOULD BE REMOVED AS THEY INTERFERE WITH SEEDING AND FUTURE MAINTENANCE OF THE AREA. WHERE FEASIBLE THE SOIL SHOULD BE TILLED TO A DEPTH OF 4" PRIOR TO PREPARE THE SEEDBED AND MIX FERTILIZER AND LIME INTO THE SOIL. THE SEEDBED SHOULD BE LEFT IN A REASONABLY SMOOTH AND FIRM CONDITION. THE LAST TILLAGE OPERATION SHOULD BE COMPLETED ACROSS THE SLOPE.
2. ESTABLISHING A STAND
  - a. LIME AND FERTILIZER SHOULD BE APPLIED PRIOR TO OR AT THE TIME OF SEEDING AND INCORPORATED INTO THE SOIL. KINDS AND AMOUNTS OF LIME AND FERTILIZER SHOULD BE BASED ON SOILS TESTING. WHEN SOILS TEST ARE NOT AVAILABLE THE FOLLOWING RATES SHALL APPLY:
    - AGRICULTURAL LIMESTONE: 2 TONS PER ACRE OR 0.09 LBS. PER SQ. FT.
    - NITROGEN (N): 50 POUNDS PER ACRE OR 1.1 POUND PER 1000 SQ. FT.
    - PHOSPHATE (P2O5): 100 POUNDS PER ACRE OR 2.2 POUNDS PER 1000 SQ. FT.
    - POTASH (K2O): 100 POUNDS PER ACRE OR 2.2 POUNDS PER 1000 SQ. FT.
 (NOTE: THIS IS THE EQUIVALENT OF 500 POUNDS PER ACRE OF 10-20-20 OF FERTILIZER OR 1000 POUNDS OF 5-10-10 OF FERTILIZER PER ACRE)
  - b. SEED SHOULD BE SPREAD UNIFORMLY BY THE METHOD MOST APPROPRIATE FOR THE SITE. METHODS INCLUDE BROADCASTING, DRILLING AND HYDROSEEDING. WHERE BROADCASTING IS USED, COVER SEED WITH 0.25 INCHES OF SOIL OR LESS BY CULTIPACKING OR RAKING.
  - c. REFER TO TABLE 7-35 OF "STORMWATER MANAGEMENT AND SEDIMENTATION CONTROL HANDBOOK FOR URBAN AND DEVELOPING AREAS IN NEW HAMPSHIRE" FOR APPROPRIATE SEED MIXTURES AND TABLE 7-36 FOR RATES OF SEEDING. ALL LEGUMES (CROWNVETCH, BIRDSFOOT TREFOL, AND FLATPEA) MUST BE INOCULATED WITH THEIR SPECIFIC INOCULANT.
  - d. WHEN SEEDED AREAS ARE MULCHED, PLANTINGS MAY BE MADE FROM EARLY SPRING TO EARLY OCTOBER. WHEN SEEDED AREAS ARE NOT MULCHED, PLANTINGS SHOULD BE MADE FROM EARLY SPRING TO MAY 20 OR FROM AUGUST 10 TO SEPTEMBER 1.
3. MULCH
  - a. HAY, STRAW, OR OTHER MULCH, WHEN NEEDED, SHOULD BE APPLIED IMMEDIATELY AFTER SEEDING.
  - b. MULCH WILL BE HELD IN PLACE USING TECHNIQUES FROM THE "BEST MANAGEMENT PRACTICE FOR MULCHING" AS SHOWN IN "STORMWATER MANAGEMENT AND SEDIMENTATION CONTROL HANDBOOK FOR URBAN AND DEVELOPING AREAS IN NEW HAMPSHIRE".
4. MAINTENANCE TO ESTABLISH A STAND
  - a. PLANTED AREAS SHOULD BE PROTECTED FROM DAMAGE BY FIRE, GRAZING, TRAFFIC, AND DENSE WEED GROWTH.
  - b. FERTILIZATION NEEDS SHOULD BE DETERMINED BY ON SITE INSPECTIONS. SUPPLEMENTAL FERTILIZER IS USUALLY THE KEY TO FULLY COMPLETE THE ESTABLISHMENT OF ANY STAND BECAUSE MOST PERENNIALS TAKE 2 TO 3 YEARS TO BECOME ESTABLISHED.
  - c. IN WATERWAYS CHANNELS, OR SWALES WHERE UNIFORM FLOW CONDITIONS ARE ANTICIPATED, OCCASIONAL MOWING MAY BE NECESSARY TO CONTROL THE GROWTH OF WOODY VEGETATION.

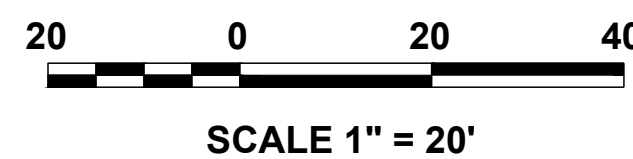
REVISIONS			
NUMBER	DATE	BY	DESCRIPTION



2-18-22

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New Boston, NH 03070  
(603) 413-6650



**LIBERTY HILL ROAD CULVERT  
REPLACEMENT PROJECT**  
HENNIKER, NEW HAMPSHIRE

CONSTRUCTION PLAN - RIVER ROAD

SHEET NO.

**5**

FEBRUARY 2022

**DRAFT**

Disclaimer – The following are Draft Minutes, which could include errors and are subject to change upon approval of the Select Board.



**Town of Henniker  
Board of Selectmen Meeting  
Tuesday, February 1, 2022  
Henniker Community Center**

**Members Present:** Chairman Kris Blomback, Vice Chair Peter Flynn, Selectwoman Tia Hooper, Selectman Scott Osgood, Selectman Leon Parker

**Member's Excused:**

**Town Administrator:**

**Recording Secretary:** Wendy Baker

**Guests:** Bruce Trivellini, Heidi Aucoin, Dylan Eastman, Jonathan Norris, Cordell Johnston, Mary Brouillet, Yvonne Hall, Virginia Doherty, Marlene Kriester, Marc McMurphy, Lindsay Benson, Fran Train, Deb Kreutzer, Michelle Lyons, James Morse, Joanne Grady, Greg Bourdon, Joyce Bourdon and John Bourdon.

Call to order/Pledge of Allegiance

Chairman Blomback called the meeting to order at 6:15pm

Announcements

Correspondence

Consent Agenda

**Item 1:** Consent Agenda for February 1, 2022

**Selectwoman Hooper moved approve the Consent Agenda. Selectman Osgood seconded. Motion carried, 5-0.**

Public Comment #1

Bruce Trivellini stated he has been watching the videos from the last few meetings and have a couple of questions that he needs clarified. He said, number one we're gonna go back to December 14 at one hour 27 minutes and 37 seconds, Selectwoman Tia Hooper states "I do not appreciate being called derogatory terms in non-public" and not a single person on this board moved a muscle and I want to know what derogatory term she was called. Chair Blomback answered, I have no idea. Bruce Trivellini said, Miss Hooper? Selectwoman Hooper answered, "I was called a Bitch". Bruce Trivellini said you were called a Bitch, by whom? Selectwoman

## DRAFT

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Hooper answered by Selectman Flynn. Bruce Trivellini says, Selectman Flynn and she goes on to say that further on a little later in this conversation racial minority slurs conversations or remarks during committee and or other public forums. Bruce Trivellini asked what racial or minority slurs did you hear in conversations in committee. Selectwoman Hooper answered I heard a racial slur that described, was referred to for individuals who would be crossing the southern border. Bruce Trivellini asked what was that slur? Selectwoman Hooper answered I'm not gonna repeat that slur. Chair Blomback asked who made that slur. Selectwoman Hooper answered Selectman Parker. Bruce Trivellini said later on, on January 2 at one hour 33 minutes and 37 seconds Mrs. Aucoin presents to the board and she states that Mr. Flynn made derogatory terms to two employees at the transfer station and Mr. Flynn equivocated about what he said he said I might have, I could have, yes I had. Bruce Trivellini asked did you say derogatory terms to two employees? Selectman Flynn answered I don't remember but I want to point out that this part of the meeting is not meant for interrogation it's meant for comment, if Dr. Trivellini wants to put these questions to us I suggest he put it in writing to the Board and any questions that come to me I will answer in writing. Chair Blomback stated, that's a fair point, that is the normal procedure. Bruce Trivellini said but we've ducked this now for six weeks and the fact that you said nothing at the time that these comments were made is appalling, not only appalling, it's disgusting. He continued to say, when are we going to set aside the time, let's set the time right now to do this. Chair Blomback said feel free to submit a written request. Bruce Trivellini said, no, let's set it right now, why are you equivocating, set a time for the agenda whenever you want to do this, you want to wait till after town meeting that's fine let's just set aside the time right now. Selectman Osgood stated something that was inaudible. Bruce Trivellini said "be quiet will you right now". He continued to say Mr. Chairman why don't you please set the time, quit hiding from this controversy. Chair Blomback stated he is not hiding from anything and we will set the time when you submit some stuff in writing. Bruce Trivellini said so this doesn't bother you enough to take action on your own. Chair Blomback said he doesn't recall any of those conversations occurring, and that he was at the meeting and does not recall a racial slur being uttered in any way shape or form and that is what we're going to investigate and if you want to prepare your remarks and put them in writing, have at it. Selectwoman Hooper stated that the racial slur occurred during a committee meeting that you were not present at. Bruce Trivellini asked when these accusations come before the Board and these are egregious comments, why does this public have to ask you to do something about it, I don't understand, everybody in this room should have their blood boiling, we have people calling members on the Board liars and having Mr. Bossi stand up and say that's not so and we have to ask for you to do an investigation, I don't understand this. He continued to say the leadership on this Board is non-existent.

### New Business

#### **Item 2:** 19 Hall Avenue – 79-E Application Presentation

Jonathan Norris spoke to the Board about his 79-E application which includes opening a pediatric dentist office at 19 Hall Avenue. He explained the plan for opening the office and how he feels it fits the criteria for the tax relief.

**DRAFT**

Disclaimer – The following are Draft Minutes, which could include errors and are subject to change upon approval of the Select Board.

Selectwoman Hooper reminded the applicant not to start any work until the application has been approved. Chair Blomback stated there will be a Public Hearing at the next Board of Selectmen’s meeting on February 15, 2022

**Selectwoman Hooper moved the application for 79-E for 19 Hall Avenue on to a Public Hearing. Selectman Osgood seconded. Motion carried, 5-0.**

Public Hearing

**Item 3:** Pursuant to RSA 32:5 the Henniker Board of Selectmen hereby announces to the citizens of Henniker the convening of a Public Hearing to take input on the proposed FY22 Town Operating Budget, bonds, and proposed warrant articles

- 5) To see if the Town will vote to raise and appropriate the sum of Six Million Fifty Eight Thousand Five Hundred Forty Dollars (\$6,058,540) for general municipal operations.

	<b>Selectmen Recommend</b>		
	<b>2022</b>	<b>2021</b>	<b>Difference</b>
	<b>Requested</b>	<b>Approved</b>	
EXECUTIVE	30,413	30,413	0
HISTORIC DISTRICT	1,250	1,250	0
TOWN CLERK	85,243	95,523	(10,280)
ELECTION BUDGET	6,300	7,620	(1,320)
TAX MAP BUDGET	4,800	4,800	0
TOWN OFFICE BUDGET	727,710	618,666	109,044
TAX COLL BUDGET	83,241	95,086	(11,845)
LEGAL FEES BUD	20,000	20,000	0
PLAN BUDGET	30,679	48,679	(18,000)
ZBA BUDGET	5,521	5,521	0
CEMETERIES BUD	16,280	15,200	1,080
INSURANCE BUDGET	152,350	141,554	10,796
MUNICIPAL DUES BUDGET	4,157	4,157	0
POLICE BUDGET	1,454,759	1,416,714	38,045
FIRE/RESCUE BUD	868,294	820,862	47,432
CODE BUDGET	27,853	29,155	(1,302)
EMERGENCY MGT	1,292	1,292	0
HIGHWAY BUDGET	826,294	771,211	55,083
HIGHWAY/STREETS BUD	731,500	681,040	50,460
SOLID WASTE BUDGET	534,985	494,063	40,922
ANIMAL CONTROL BUD	9,408	9,408	0
HUMAN SERVICE BUDGET	80,000	80,000	0
ATHLETIC BUDGET	40,145	40,145	0
PATRIOTIC PURPOSES BUD	2,600	2,000	600
CONCERT'S BUDGET	7,195	7,195	0
CONSERVATION BUDGET	2,515	2,515	0

**DRAFT**

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COMM- CAP	14,000	14,000	0
COMM- WHITE BIRCH	65,000	65,000	0
DEBT SERVICE PRINCIPAL	187,720	185,979	1,741
DEBT SERVICE INTEREST	23,536	27,976	(4,440)
DEBT SERVICE TAN INT	13,500	13,500	0
<b>Totals</b>	<b>6,058,540</b>	<b>5,750,524</b>	<b>308,016</b>

Chair Blomback presented the 2022 operating budget as \$6,058,540, which is an increase of \$308,016 from the 2021 operating budget of \$5,750,524. Chair Blomback asked for Board comment.

Selectwoman Hooper asked what was the COLA amount included? Russ Roy answered 1.2%. She then asked what was the amount added for the extra position at Town Hall? Russ Roy answered \$10,150.

Selectman Parker wanted to discuss an appeal made by the Fire Chief and Rescue Chief regarding an amount of \$5,000 each that was cut from their stipend at the last meeting. Their appeal stated they hadn't received an increase since the 1990's and they were originally requesting an additional \$10,000 each per year to bring their stipend up to \$20,000 each per year. At the last meeting each stipend was cut bringing it down to \$15,000 each per year.

**Selectman Parker moved to return the \$5,000 to each Chief, making their total stipend per year \$20,000. Selectman Flynn seconded. Motion carried 5-0.**

Chair Blomback opened the discussion for public comment.

Cordell Johnston asked why the election budget was decreased, as he would have expected it to increase? Russ Roy answered it was based on the number of elections as well as what the Supervisors submitted for the budget that they felt they needed.

Heidi Aucoin asked why the payroll service expense looked to only have a quarter of the amount in it? Russ Roy answered that is because the Finance Department is going to take back the payroll service in-house once the new accounting software has been installed.

Marc McMurphy wanted to reiterate that the Senior Program at White Birch does a lot of good in town. He also wanted to say that the budget for the program is \$150,000 and the town portion is \$65,000.

Mary Brouillet spoke in favor of the Senior Program at White Birch. She asked that the White Birch budget not be cut.

Virginia Doherty spoke in favor of the Senior Program at White Birch. She asked that the White Birch Budget not be cut.



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Yvonne Hall spoke in favor of the Senior Program at White Birch as well as other programs that the Town funds i.e. concerts, parks, activities during holidays.

Greg Bourdon asked what the primary driver was for the town office budget increase? Selectwoman Hooper answered there was an increase in town office wages based on the new merit program with the average increase being 3% plus the 1.2% COLA, there was an additional position put in and there were changes for technology upgrades. Russ Roy said the majority of the increase was for the technology upgrade.

Selectman Parker gave kudos to Marc McMurphy and the White Birch staff for the good supportive environment they have created along with the variety of services. He also said he sees no reason for that line item to be cut.

Selectwoman Hooper asked what the total increase of the combined merit and COLA was? Russ Roy answered \$149,733.

**Selectwoman Hooper moved to cut the operating budget by the 1.2% COLA amount (approximately \$25,000). Chair Blomback seconded.**

Selectwoman Hooper asked what a 3% merit increase would be based on the payroll line? Russ Roy answered a guess of a little over \$100,000. Selectman Parker didn't feel the COLA was a large increase and with the issues the town is having filling vacancies he is against the motion. A discussion ensued regarding the merit program.

**Motion failed 1-4 (Parker, Flynn, Blomback and Osgood opposed)**

**Selectwoman Hooper moved to cut the additional 16 hour position in town offices in the amount of \$10,150.**

Russ Roy said when the town office shuffled around positions after the loss of the full-time assessing technician, we were given a 16 hour part-time position to assist the Executive Assistant with all of the departments she is responsible for especially after taking on assessing, to add the additional hours to bring it up to a 30 hour a week position which also allows coverage 4 days a week and the 5<sup>th</sup> day would be covered by Deb Aucoin on the day the Town Clerk's office is closed. He added, this would be a part-time rate with no benefits. A discussion ensued regarding the motion.

**No seconded to the motion above.**

Selectmen Osgood spoke in favor of keeping the additional hours in the budget for the town office.

## DRAFT

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**Selectman Parker moved to accept the operating budget as written, with the \$5,000 added to the Fire Chief and Rescue Chief's stipend for a total amount of \$6,068,540. Selectman Flynn seconded. Motion carried 4-1 (Hooper opposed)**

- 6) To see if the Town will vote to raise and appropriate the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) To be added to the Roads Maintenance Expendable Trust Fund, established at the 2019 Town Meeting under the provisions of RSA 31:19-a for the purpose of Road Maintenance Projects.

Selectwoman Hooper asked Russ Roy to confirm the current amount in the Roads Maintenance Expendable Trust to be \$287,030. Russ Roy confirmed that amount to be correct.

**Selectman Parker moved to accept article 6 as written. Selectwoman Hooper seconded.**

Chair Blomback said he would like to cut \$100,000 from article 6, making it \$650,000. He said overall roads receive money currently from the Roads Maintenance Expendable Trust as well as the Highway Block Grant, which last year was \$187,000 and the highway streets budget that is \$200,000.

Selectman Parker said everything in the highway business has increased in cost and he looks at what is left in the fund will be used in the event costs increase further.

Selectwoman Hooper said there was a strategic plan set forth to have money left rolling over into the next year with the goal being to build up funds and tackle the roads in phases. She said it was not the intention for the budget to be cut the next year. Selectwoman Hooper highly suggests keeping this article at \$750,000 as we don't know where our economy is headed and already know increases are scheduled for March.

Chair Blomback asked Russ Roy for clarification on the two summary sheets he has with the same date, one with a 9% increase and one with a 14% increase. Russ Roy said he gave two possibilities, one not using any Fund Balance and one using \$250,000 in Fund Balance. A discussion ensued regarding how much potentially would be in the fund balance once the year was fully closed out.

Chair Blomback opened the discussion for public comment.

Bruce Trivellini wanted to remind the Board that businesses are coming to town and have sited part of it is our roads and asked not to cut article 6.

Selectwoman Hooper reminded the Board that we do not know how much the Highway Block Grant will give the town this year and we had extra unanticipated funds last year that have made the expendable trust have more than it would have.

## DRAFT

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Selectman Osgood said that the Highway Department and the funding we've had has done a good service but we also need to be concerned with the rest of town. He also feels there is adequate money available and that cutting the \$100,000 will benefit the town.

Selectmen Flynn felt after evaluating the rest of the budget and seeing where the rest of the money would stand for roads, he is in agreement with Chair Blomback.

Selectwoman Hooper let the Board know that with this cut the town will see a cut in services.

### **Motion failed 2-3 (Flynn, Blomback and Osgood opposed)**

**Chair Blomback moved to cut \$100,000 from article 6 and appropriate \$650,000 to the Roads Maintenance Expendable Trust. Selectman Flynn seconded. Motion carried 3-2 (Parker and Hooper opposed)**

- 7) To see if the Town will vote to raise and appropriate the sum of One Hundred Fifty Thousand Dollars (\$150,000) to be added to the Highway Equipment Capital Reserve Fund established at the 2007 Town Meeting under the provisions of RSA 35:1 for the purpose of purchasing highway equipment.

Selectwoman Hooper clarified that the balance to this account is \$179,297 and \$150,000 is being requested to go into it. She said there are multiple pieces of equipment needed at the Highway Department and with that contribution it brings the fund up to \$329,297 and earmarked for this year's expenditures is approximately \$175,000 which would give a remaining balance of over \$153,000.

Chair Blomback opened the discussion for public comment.

Bruce Trivellini pointed out how these expendable trust funds are a useful tool to move funds from the past to the future.

Selectwoman Hooper stated that looking out to the future we have multiple trucks that the town will be needing to replace, therefore it is prudent to continue funding this account with \$150,000 per year.

**Selectwoman Hooper moved to accept article 7 as written. Selectman Flynn seconded. Motion carried 5-0.**

- 8) To see if the Town will vote to raise and appropriate the sum of One Hundred Fifteen Thousand Nine Hundred Forty Seven Dollars (\$115,947) for the purchase of a One Ton Truck with dump body, sander and plow with said funds (One Hundred Fifteen Thousand Nine Hundred Forty Seven Dollars \$115,947) to come from the Highway Equipment

## DRAFT

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Capital Reserve Fund established at the 2007 Town Meeting under the provisions of RSA 35:1 for the purpose of purchasing highway equipment.

Selectwoman Hooper noted that this would be coming out the Highway Equipment Capital Reserve Fund and with the \$150,000 going in this year would give enough to cover this cost. This is recommended by the CIP Committee.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectwoman Hooper moved to accept article 8 as written. Selectman Osgood seconded. Motion carried 5-0.**

- 9) To see if the Town will vote to raise and appropriate the sum of Sixty Thousand dollars (\$60,000) for the purchase of a wood chipper with said funds (Sixty Thousand Dollars \$60,000) to come from the Highway Equipment Capital Reserve Fund established at the 2007 Town Meeting under the provisions of RSA 35:1 for the purpose of purchasing highway equipment.

Selectwoman Hooper noted that this would be coming out of the Highway Equipment Capital Reserve Fund and with the \$150,000 going in this year would give enough to cover this cost.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectwoman Hooper moved to accept article 9 as written. Selectman Parker seconded. Motion carried 5-0.**

- 10) To see if the Town will vote to raise and appropriate the sum of Two Thousand Five Hundred Dollars (\$2,500) to be added to the Town Technology Expendable Trust Fund, established at the 2020 Town Meeting under the provisions of RSA 31:19-a for the purpose of Hardware/Software upgrades to Town systems.

Selectwoman Hooper said this is a reduction from the \$125,000 asked for last year. The CIP Committee recommends funding this account with \$2,500 to keep the funding going until there is a plan of upkeep costs moving forward.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

Chair Blomback asked Russ Roy how the \$125,000 from last year was expended? Russ Roy answered that the town put a deposit on the accounting software of \$21,000 and the Avitar contract is just starting to get underway on the conversion and we have not spent anything with them. The Avitar amount is \$37,725 and the balance on the accounting package is approximately

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\$71,000.

**Selectwoman Hooper moved to accept article 10 as written. Selectman Flynn seconded. Motion carried 5-0.**

- 11) To see if the Town will vote to raise and appropriate the sum of Thirty Seven Thousand Dollars (\$37,000) to be added to the Revaluation Capital Reserve Fund established under the provisions of RSA 35:1 for the purpose of Property Revaluations.

Selectwoman Hooper said the Selectmen had previously approved a new assessing contract and part of that contract would be that they would be doing their own revaluation of the town at the cost of \$62,400. The fund was left with \$26,016 at the end of last year and this new contribution of \$37,000 would make the account \$63,016 and would have just enough to cover the revaluation. Each year following the revaluation the assessor would be looking at 20% of the town.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectwoman Hooper moved to accept article 11 as written. Selectman Parker seconded. Motion carried 5-0.**

- 12) To see if the Town will vote to raise and appropriate the sum of Sixty Two Thousand Four Hundred Dollars (\$62,400) to conduct a Property Revaluation with said funds (Sixty Two Thousand Four Hundred dollars \$62,400) to come from the Property Revaluation Capital Reserve established for that purpose.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectwoman Hooper moved to accept article 12 as written. Selectman Parker seconded. Motion carried 5-0.**

- 13) To see if the Town will vote to raise and appropriate the sum of Ten Thousand Dollars (\$10,000) to be added to the Town Owned Building Expendable Trust Fund established at the 2019 Town Meeting under the provisions of RSA 31:19-a for the purpose of Town Owned Building Maintenance Projects.

Selectwoman Hooper explained that at year end there is \$25,001 in the fund and with the addition of \$10,000 will bring it to \$35,001. She said there are no projects earmarked for these funds this year however some buildings do need to be painted that were not completed in 2021.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

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**Selectwoman Hooper moved to accept article 13 as written. Selectman Flynn seconded. Motion carried 5-0.**

- 14) To see if the Town will vote to raise and appropriate the sum of One Hundred Thousand Dollars (\$100,000) to be added to the Fire Equipment Capital Reserve Fund established at the 2016 Town Meeting under the provisions of RSA 35:1 for the purpose of the replacement of Henniker Fire Department trucks and equipment.

Selectwoman Hooper stated the fund currently has \$443,425 and with a contribution of \$100,000 we would have a total of \$543,425 and there are currently no anticipated expenditures for 2022 however large scale expenditures are planned for 2026.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectwoman Hooper moved to accept article 14 as written. Selectman Parker seconded. Motion carried 5-0.**

- 15) To see if the Town will vote to raise and appropriate the sum of Thirty Thousand Dollars (\$30,000) to be added to the Transfer Station Capital Reserve Fund established at the 2017 Town Meeting under the provisions of RSA 35:1.

Selectwoman Hooper stated the fund currently has \$45,067 and with the contribution of \$30,000 we would have a total of \$75,067 and there are expenditures earmarked for 2022 that total approximately \$50,000.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectwoman Hooper moved to accept article 15 as written. Selectman Flynn seconded. Motion carried 5-0.**

- 16) To see if the Town will vote to raise and appropriate the sum of Fifty Thousand Dollars (\$50,000) for the purchase of a Skidsteer for the Transfer Station with said funds (Fifty Thousand Dollars \$50,000) to come from the Transfer Station Capital Reserve Fund established at the 2017 Town Meeting under the provisions of RSA 35:1.

Selectwoman Hooper stated with the purchase of the Skidsteer of \$50,000 it would bring the fund down to \$25,067. She said the current piece of equipment at the Transfer Station is needing many repairs and is nearing the end of its life.

Chair Blomback opened the discussion for public comment.

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Cordell Johnston asked why on some articles had Majority Vote Required written and why some did not. Russ Roy said he was going with recommendations from the town attorney who reviewed the warrant but if the Board would like it on all of them, he would add that to all.

**Selectwoman Hooper moved to accept article 16 as written. Selectman Parker seconded. Motion carried 5-0.**

- 17) To see if the Town will vote to raise and appropriate the sum of Eighty Thousand Dollars (\$80,000) to be added to the Ambulance Capital Reserve Fund established in 1988 under the provisions of RSA 35:1 for the purchase of an ambulance for the Rescue Squad, of which the amount of \$10,000 (Ten Thousand dollars) will be transferred into the fund if received from the Town of Bradford. If the money is not received from Bradford only \$70,000 will be deposited into the fund.

Selectwoman Hooper said this is on the recommendation of the Rescue Chief and approved by the CIP Committee. There is currently \$71,027 in the fund and with the additional \$80,000 will bring it up to \$151,027 and the reason for the increase for both the Henniker and Bradford side is because there has been a significant increase on replacing the rescue squad and with the two we have they are cycled on 8 year cycles which means in 2025 one would need to be replaced and anticipating an estimated \$320,000 to replace that vehicle.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectwoman Hooper moved to accept article 17 as written. Selectman Parker seconded. Motion carried 5-0.**

- 18) To see if the Town will vote to raise and appropriate the sum of Twenty Five Thousand Dollars (\$25,000) to be added to the Fire-Rescue Building Maintenance Fund, an Expendable Trust Fund under provisions of RSA 31:19-A.

Selectwoman Hooper stated the fund currently has \$6,079 and the addition of \$25,000 would bring the total to \$31,079 and there is the anticipation of new windows and siding needed in the future.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectwoman Hooper moved to accept article 18 as written. Selectman Parker seconded. Motion carried 5-0.**

- 19) To see if the Town will vote to revoke the Police Department Building Maintenance Expendable Trust Fund first created at the 2001 Town Annual Meeting, and, upon revocation, the trustees of trust funds holding the account for said trust shall pay all the

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moneys in said fund to the Town treasurer to be deposited in the general fund pursuant to RSA 31:19-a, II (majority vote required).

Selectwoman Hooper explained that this article is a housekeeping article to fix a mistake made in 2017 when the town started putting funds meant for a new Police Building into this maintenance fund. The full intent of the funds raised that was meant for the new building will be transferred into it as per article 20.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectwoman Hooper moved to accept article 19 as written. Selectman Flynn seconded. Motion carried 5-0.**

- 20) To see if the Town will vote to establish a Police Department Site Purchase, Building Engineering, Design and Construction Expendable Trust Fund per RSA 31:19-a, for the purpose of purchasing land, engineering, design and construction of a new building, and to raise and appropriate the sum of One Hundred Fifty Five Thousand Two Hundred Ten Dollars (\$155,210) to put in the fund, with this amount to come from the general fund balance; further to name the Board of Selectmen as agents to expend from said fund. (Majority vote required).

Selectwoman Hooper stated this is the expendable trust fund created from the funds that were in the Police Department Maintenance Fund that must roll over from the unreserved fund balance. These funds come from funds raised as follows: 2017 - \$25,000, 2018 - \$10,000, 2019 - \$20,000, 2020 - \$50,000 and 2021 - \$50,000 for a total with interest of \$155,210.

Chair Blomback opened the discussion for public comment.

Bruce Trivellini asked that the Board to start thinking about seating a committee this year to begin the process of the building of the new police station.

**Selectwoman Hooper moved to accept article 20 as written. Selectman Parker seconded.**

Chair Blomback stated he would like to make an amendment to the article to include the word maintenance or repair of the existing building in the event that something major happens to the old building and the town is not prepared yet to move forward with the new building.

Selectwoman Hooper pointed out that the town has the Town Owned Building Expendable Trust Fund that currently will have a balance of \$35,000 that could adequately cover any repair that would be needed. A discussion ensued regarding this proposed amendment.

**Motion carried 4-1. (Blomback opposed)**



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- 21) To see if the Town will vote to raise and appropriate the sum of Fifty Thousand Dollars (\$50,000) to be added to a Police Department Site Purchase, Building Engineering, Design and Construction Expendable Trust Fund established at the 2022 Town Meeting (Article 19) under the provisions of RSA 31:19-a for the purpose of purchasing land, engineering, design and construction of a new building.

Selectwoman Hooper explained we are currently at \$155,210 and the additional \$50,000 it will total \$205,210 for a potential land purchase in the next few years.

Selectman Parker pointed out a typo in 21 that should read “established at the 2022 Town Meeting (Article 20). Russ Roy agreed.

Chair Blomback opened the discussion for public comment.

John Bourdon asked for clarification as to why the current police station is deficient. Selectwoman Hooper answered that there are mice, space accommodation issues, almost half of the department is female and they do not have adequate facilities, the booking room abuts their work space which can cause a safety hazard, there is not a proper air handling system for controlled substances and other multiple space issues if the department were to grow. There was also an addition put on that the department outgrew in a year or two.

Bruce Trivellini said this is a serious safety issue for our police department.

Greg Bourdon asked if the \$4 million was an accurate cost for the new building. Selectwoman Hooper answered that it is a light estimate based on other town’s construction. Greg Bourdon said he felt a \$4 million dollar police station was high for a town of Henniker’s size. Selectwoman Hooper said the biggest contributors they are seeing for cost is in the air handling systems.

Bruce Trivellini said there are concerns with what the government and OSHA is going to require.

**Selectwoman Hooper moved to accept article 21 as amended naming article 20 versus 19. Selectman Osgood seconded. Motion carried 5-0.**

- 22) To see if the Town will vote to raise and appropriate the sum of Ten Thousand dollars (\$10,000) to be added to the Police Department Equipment Expendable Trust Fund established at the 2020 Town Meeting under the provisions of RSA 31:19-a for the purpose of replacing Police equipment.

Selectwoman Hooper stated the fund currently has \$4,628 and with the appropriation of \$10,000 will bring the total to \$14,628. This fund allows the Police Department to replace their mobile command terminals and replacement of their weapons that is further out.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

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**Selectwoman Hooper moved to accept article 22 as written. Selectman Parker seconded. Motion carried 5-0.**

- 23) To see if the Town will vote to raise and appropriate the sum of Two Hundred Thirty Six Thousand Six Hundred Twenty One Dollars (\$236,621) for the Tucker Free Library with the amount to be funded by general taxation.

Chair Blomback opened the discussion for public comment.

John Bourdon asked if this was what was proposed last year? Selectwoman Hooper answered, no this is for the Library's operating budget.

**Selectman Flynn moved to accept article 23 as written. Selectman Parker seconded. Motion carried 5-0.**

- 24) To see if the Town will vote to raise and appropriate the sum of up to Eighty Thousand Dollars (\$80,000) for replacement of the Garaventa Lift, replacement of the exterior door that provides access to the Garaventa Lift complete with handicap switch to operate said door, and repair and/or replace the ramp further to name the Tucker Free Library Board of Trustees as agents to expend.

Selectwoman Hooper stated this article came out of a meeting with the CIP Committee. The Garaventa lift has past inspection for this year but it is having maintenance issues and is getting harder to fix. They have a quote to replace it for a little over \$48,000. They also need to add a handicap accessible push button door as well as address deterioration on the handicap ramp. At the last meeting it was stated that they are still looking for quotes of all of the handicap accessible work and the \$80,000 may be adjusted down at town meeting. This work is important for them to meet their need for accessibility into the Library.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectwoman Hooper moved to accept article 24 as written. Selectman Osgood seconded. Motion carried 5-0.**

- 25) To see if the Town will vote to establish a Library Accessibility and Safety Project Expendable Trust Fund per RSA 31:19-a for the purpose of funding future library expansion and to raise and appropriate One Dollar (\$1) to put in the fund, with this amount to come from taxation further to name the Tucker Free Library Board of Trustees as agents to expend from said fund.

Selectwoman Hooper said this is a fund to be used for the larger scale project the Library is looking to do in the future.

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Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectman Flynn moved to accept article 25 as written. Selectman Parker seconded. Motion carried 5-0.**

- 26) To see if the Town will vote to raise and appropriate the sum of Nine Thousand Nine Hundred Ninety Dollars (\$9,990) for the purpose of continued restoration of granite and mortar on the exterior of the Tucker Free Library. Furthermore, this appropriation is 100% reimbursable to the Town from a Conservation License Plate Grant Program offered through the State of New Hampshire. No expenditure under this article shall occur unless the library receives the amount of the stated grant of Nine Thousand Nine Hundred Ninety Dollars (\$9,990).

Selectwoman Hooper stated there is no tax impact on this article.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectwoman Hooper moved to accept article 26 as written. Selectman Osgood seconded. Motion carried 5-0.**

- 27) To see if the Town will vote to raise and appropriate One Hundred Thousand dollars (\$100,000) for road improvements with One Hundred Thousand dollars (\$100,000) to offset this appropriation by an anticipated New Hampshire Highway Block Grant. This special warrant article will be a non-lapsing appropriation per RSA 32:7, VI and will not lapse until the road improvements are completed or until December 31, 2026, whichever is sooner. No amount to come from general taxation.

Selectwoman Hooper stated this is a routine article that we approve every year and has been set at \$100,000 with the unknown amount we might receive from the State and any funds that come in above this amount will be accounted as unanticipated revenue and can still be utilized for any road projects.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectman Parker moved to accept article 27 as written. Selectwoman Hooper seconded. Motion carried 5-0.**

- 28) To see if the Town will vote to raise and appropriate the sum of Twenty Five Thousand Dollars (\$25,000) to be added to the Bridge Repair Capital Reserve Fund established at

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the 2008 Town Meeting under the provisions of RSA 35:1 for the purpose of funding future repairs to the Town's bridges.

Selectwoman Hooper state the fund currently has \$60,488 and adding \$25,000 would bring the total to \$85,488. The current anticipated projects are deck work to the Patterson Hill Road Bridge along with the Ramsdell Road Bridge with the estimate funds to be expended between \$70,000-\$75,000.

Chair Blomback asked if we needed a mechanism to use these funds. Russ Roy answered that an article at town meeting is needed to spend it. Selectwoman Hooper said the Highway Department is looking to spend money on the bridges in 2022 and made the recommendation that we need to add an article for this.

**Selectwoman Hooper moved to have Russ Roy insert an article in this warrant to expend \$85,000 from the Bridge Repair Capital Reserve Fund. Selectman Parker seconded. Motion carried 5-0.**

Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectman Parker moved to accept article 28 as written. Selectwoman Hooper seconded. Motion carried 5-0.**

29) To see if the Town will vote to raise and appropriate the sum of Two Thousand Five Hundred Dollars (\$2,500) to be added to the Parks Equipment Expendable Trust Fund established in 2020 under the provisions of RSA 31:19-a for the purpose of replacing of equipment needed to maintain the parks.

Selectwoman Hooper stated there is currently \$2,500 in the fund and with the additional \$2,500 there will be a total of \$5,000.

Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectman Flynn moved to accept article 29 as written. Selectman Parker seconded. Motion carried 5-0.**

30) To see if the Town will vote to raise and appropriate the sum of Six Hundred Forty Four Thousand Eight Hundred Thirty-Eight Dollars (\$644,838) for the operating expenses for the Wastewater Treatment Plant with Seven Thousand Five Hundred Thirty-Seven (\$7,537) to offset this appropriation by an anticipated water pollution grant and the remainder to be raised by sewer assessments. No amount to come from general taxation.

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Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectman Parker moved to accept article 30 as written. Selectwoman Hooper seconded.  
Motion carried 5-0.**

- 31) To see if the Town will vote to raise and appropriate the sum of Five Hundred Twenty Eight Thousand Two Hundred Five Dollars (\$528,205) for the operating expenses of Cogswell Spring Water Works. This funding is provided by water assessments.

Chair Blomback opened the discussion for public comment.

Lindsay Benson, a new resident of Henniker said that it would be helpful if each warrant article had a note of what the tax impact would be.

**Selectwoman Hooper moved to accept article 31 as written. Selectman Flynn seconded.  
Motion carried 5-0.**

- 32) To see if the Town will vote in favor of discontinuing the combined elected Town Clerk/Tax Collector position pursuant to RSA 41:45-a, II. If the Town votes in favor of discontinuing the combined position, the person holding the elected combined office shall continue to hold office until the annual town election first following the discontinuance of the elected office at which time the elected combined office shall terminate and the voters shall choose one individual as Town Clerk.

Selectwoman Hooper gave background that the current Town Clerk/Tax Collector is an elected official and would make a portion of that role under the Board of Selectmen as a full-time employee. Selectman Flynn said it would be the Tax Collector position that the Selectmen would hire and would allow flexibility with the applicant not having to be a resident of Henniker and allows their job description to be expanded to include all motor vehicles, dog licenses etc. The Town Clerk's job description would be limited to a part-time position or stipend.

Chair Blomback opened the discussion for public comment.  
There was no public comment

**Selectwoman Hooper moved to accept article 32 as written. Selectman Flynn seconded.  
Motion carried 5-0.**

- 33) To see if the Town will vote to discontinue the elected Tax Collector position pursuant to RSA 669:17-b and authorize the Selectmen to appoint a Tax Collector in accordance with RSA 41:2. If approved the person holding the elected office of Tax Collector shall continue to hold office until the annual town election first following the discontinuance of the elected office at which time the elected office shall terminate.

## DRAFT

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Chair Blomback opened the discussion for public comment.  
There was no public comment.

**Selectwoman Hooper moved to accept article 33 as written. Selectman Parker seconded.  
Motion carried 5-0.**

- 4) To see if the Town will vote to raise and appropriate the sum of \$3,200,000 for the purpose of performing Wastewater Upgrades, that will qualify the Town for federal and state funds, such sum to be raised by the issuance of serial bonds and notes not to exceed \$3,200,000 under and in compliance with the provisions of the Municipal Finance Act (NH RSA 33:1 et. seq., as amended) and to authorize the Town officials to issue and negotiate such bonds or notes and determine the rate of interest thereon, and to take such actions as may be necessary to affect the issuance, negotiation, sale and delivery of such bonds or notes as shall be in the best interest of the Town. Additionally, to authorize the Town to apply for and accept grants or other funds that may reduce the amount to be repaid and participate in the State Revolving Fund (SRF) RSA 486.14 established for this purpose, and to allow the Town to expend such monies as become available from the federal and state governments and pass any vote relating thereto. It is anticipated that the Town will receive up to \$224,000 in principal forgiveness from the State Revolving Fund loan program, and \$960,000 in grants from State ARPA funds administered through the NHDES. The remaining bond for this project, less \$100,000 of committed local Town ARPA grant funds, will be paid for Sixty Percent (60%) by the wastewater users and Forty Percent (40%) by the entire Town.

Chair Blomback said there had been previous discussion on how the percentage should be split through the town. He said this is a \$3.2 million dollar project that is eligible for \$960,000 in ARPA Funds leaving a net of \$1,916,000 to finance.

Selectwoman Hooper asked what 100% on the tax rate would be per household. Russ Roy answered it would be \$.25 on the tax rate which equates on home valued at \$270,000 approximately \$67. Selectwoman Hooper asked for the breakdown of the 60/40 split. Russ Roy answered the cost to a high sewer user on a 60% split would be \$66.61 and they would be charged \$26 for the 40% non-sewer user rate.

Selectwoman Hooper stated it is recommended by the CIP Committee that it be funded 100% by the whole town since it is a town owned asset and without the facility we would not have the ability to have our own public buildings, New England College as well as our downtown would be effected.

Selectman Parker stated this is a capital investment for the town to exist and we are getting all operating costs funded by the users.

A discussion ensued regarding the 60/40 split versus 100%.

## DRAFT

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Chair Blomback opened the discussion for public comment.

Bruce Trivellini feels segregating this into users and non-users is not correct and every home in the town gains value from the Wastewater Treatment Plant.

John Bourdon stated he wished he could be on town water/sewer and feels he gets no benefit from paying for the wastewater treatment plant.

Cordell Johnston asked again how much on the tax payer it would be for the 100%? Russ Roy answered \$67 on a \$270,000 home. He asked the Selectmen get the point across to the tax payers that this needs to get done.

Heidi Aucoin is disappointed that the argument is mainly over the split and not the fact that the Wastewater Treatment plant needs these repairs. She also stated she feels it is a town asset.

Greg Bourdon stated he is concerned that at town meeting it is going to focus on the split again and end up not passing at all and he thinks there will be more opposition at 100%.

**Selectman Parker moved to amend article 4 be a 100% entire town contribution. Selectwoman Hooper seconded. Motion carried 4-1. (Osgood opposed)**

Chair Blomback closed the Public Hearing at 9:28pm

### Past Meeting Minutes

**Item 4:** Acceptance of Board of Selectmen Meeting Minutes January 18, 2022

**Selectman Parker moved approve the January 18, 2022, meeting minutes as amended. Selectman Osgood seconded. Motion carried 5-0.**

Chair Blomback asked to discuss making a decision on applying fund balance to the tax rate and asked where the preliminary numbers are at? Russ Roy answered currently at \$.77 up at 7.23% which includes \$250,000 of unreserved fund balance and also includes the impact of the adjustments and cuts made tonight. Chair Blomback asked if the \$250,000 was increased to \$400,000 leaving \$1 million in the bank, where would that leave us? Russ Roy answered \$.46 at 4.27%.

Selectwoman Hooper cautioned the Board on using more unreserved fund balance as it gives the town less of a cushion and a false sense of security to the tax payers. Russ Roy said while he would agree with that, he thinks putting forth a lower rate might help to lessen the blow of the 100% for the Wastewater Bond as well as the revenue projections being used are conservative.

**Chair Blomback moved to approve \$400,000 to be removed from the unreserved fund balance for the purpose of tax relief. Selectman Parker seconded. Motioned carried 5-0**

**DRAFT**

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The Board had a discussion on who the town report should be dedicated to.

**Selectman Parker moved to dedicate the town report to Norman Bumford. Selectman Flynn seconded. Motion carried 4-1 (Hooper abstained)**

Communications

**Item 5: Selectmen Reports**

Selectman Parker had nothing to report.

Selectman Flynn had nothing to report.

Selectwoman Hooper had nothing to report.

Chair Blomback had nothing to report.

Selectman Osgood had nothing to report.

Public Comment #2

Bruce Trivellini asked about the complaint on OHRV's that potentially caused the petitioned warrant article.

Heidi Aucoin asked the Board to defend the wastewater bond at town meeting and to also do a presentation for the public.

**Item 6: Non-Public Session 91-A:3 II a, c, d or e Personnel/Reputation/Legal/Land**  
No non-public needed

**Selectmen Parker moved to adjourn. Selectman Flynn seconded. Motion carried 5-0.**

**Meeting Adjourned: 9:48pm**

**Respectfully Submitted,**

**Wendy Baker**



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**Town of Henniker  
Board of Selectmen Meeting  
Tuesday, February 15, 2022  
Henniker Community Center**

**Members Present:** Chairman Kris Blomback, Vice Chair Peter Flynn, Selectwoman Tia Hooper, Selectman Leon Parker, Selectman Scott Osgood

**Member's Excused:**

**Town Administrator:**

**Recording Secretary:** Nadine Scholes

**Guests:** Wendy Baker, Diane Kendall, Gregory Aucoin, Sheriff David Croft, Jonathan Norris, Dylan Eastman, Bruce Trivellini, Heidi Aucoin, Danny Aucoin, Keith DeMoura and Leigh Bosse.

Call to order/Pledge of Allegiance

Chairman Blomback called the meeting to order at 6:15pm

Consent Agenda

**Item 1:** Consent Agenda for February 15, 2022

**Selectwoman Hooper moved to approve the consent agenda for February 15, 2022.  
Selectman Flynn seconded. Motion carried, 5-0.**

Announcements

Chairman Blomback noted the Board had started advertising for a new Town Administrator once Joe Devine gave his official resignation back in December 2021 and the advertising and interview process would remain open until a qualified candidate was found. There were numerous interviews conducted over the past few months and last week the Board made an offer, and the contract was signed with Diane Kendall, pursuant to protocol he would entertain a motion to hire.

**Selectman Parker moved to hire Diane Kendall at the salary of \$95k per year and after successful six (6) month probation period, salary raised to \$100k per year with all other aspects of the contract approved as presented in the summary provided to the Board of Selectmen. Selectman Flynn seconded.**

## DRAFT

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**Discussion:** Selectwoman Hooper noted that she would not be able to sign the contract with the salary that was decided on by the Board of Selectmen and with the increase after the six (6) month probation.

**Motion carried, 4-1, Selectwoman Hooper opposed.**

Chairman Blomback noted that Diane Kendall, Henniker's new Town Administrator is from Antrim, and was the past Finance Director for the Town of Newbury, Interim Town Administrator for the Town of Deering and as well the Town Administrator in the Town of Hancock. She also has a heavy IT background and a former private business owner. Chairman Blomback invited Diane Kendall to come up and introduce herself.

Diane Kendall stated that she was very grateful and pleased to be before the Board as the selected candidate for the new Town Administrator. She was thankful for the Board's careful consideration during the interviewing process. She would endeavor to carry out the strategic initiatives and directives of the Board of Selectmen, while also working collaboratively with all other boards, committees, elected officials, and department heads to carry out the daily administrative tasks for the Town of Henniker. She would promote a positive work environment culture by giving empathy and respect for everybody.

Chairman Blomback thanked Diane Kendall, and on behalf of the Board and the Town welcomed her aboard.

Chairman Blomback asked Diane Kendall when was her first day. Diane Kendall stated March 7, 2022.

### Correspondence

There was no correspondence.

### Public Comment #1

Bruce Trivellini asked for the new Town Administrator's email address. Wendy Baker would post the new Town Administrator's email on the Town website as soon as it was known what her email would be.

### Public Hearings

#### **Item 2: 19 Hall Avenue – RSA 79-E Application**

Chairman Blomback noted that at 2020 Town Meeting, RSA 79-E passed, which is a tax relief program for development in downtown and the application would need to meet the criteria listed, the structure must be within .6 miles from Proctor Square, the proposed rehabilitation must be substantial, meaning the cost of the rehabilitation must be at least 15% of the pre-rehabilitation assessed value or \$75,000, whichever is less, and the proposed use must be consistent with the Town's Zoning Ordinance and code requirements.

## DRAFT

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To qualify for the tax relief, a project must provide at least one of the following public benefits.

- Enhances the economic vitality of the Town Center and Professional/Residential Districts
- Enhances or improves a culturally or historically important structure on a local, regional, state, or national level, either independently or within the context of a historic district, town center, or village center in which the building is located.
- Promotes development of the Professional Residential and Town Center Zoning Districts, providing for efficiency, safety, and a greater sense of community consistent with RSA 9-B.
- Increases residential housing diversity and opportunities.

The Board was presented a plan and brief summary at the Board of Selectmen meeting on February 1, 2022, and the public hearing would give the public an opportunity to comment on the proposed application after the application is presented.

Dr. Jonathan Norris noted that he is a pediatric dentist, proposing to open a new pediatric dental practice in the old Holt Funeral Home located at 19 Hall Avenue. He hoped to open in May 2022 and the practice would include 4 chairs. He had two other locations, in Keene and Clairmont and this would be an expansion to his practice that would service the Town of Henniker and the surrounding communities.

Dylan Eastman, Keene, gave specifics of construction and how the existing building would be renovated and would meet the threshold of 15% or greater of rehabilitation area to qualify for the RSA 79:E application.

Chairman Blomback opened for public comment.

Heidi Aucoin supported the proposed dental office. It would be a clean business that would service a benefit to the community.

Chairman Blomback closed for public comment.

Chairman Blomback read for the record, results included in a memo from Avitar Associates, presented to the Board, as part of the 79-E application, as follows:

‘The application appears to provide sufficient documentation to meet the “substantial rehabilitation” requirement and demonstrates at least one of the required public benefits. However, the final decision to approve or deny this application lies with the Henniker Board of Selectmen. If granted, the duration in the agreement which must be based on 79-E:5 – Duration of Tax Relief Period, does not start until the completion of the substantial rehabilitation.’

The Board deliberations would include review of each of the criteria required are met with the application.

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Total project cost must be at least 15% of the pre-rehabilitation assessed value or \$75,000, whichever is less. The pre-rehabilitation assessment is \$363,600. The estimated cost included in application was \$272,200, therefore it met the application requirements.

Criteria 1 - Enhances the economic vitality of the Town Center and Professional/Residential Districts

Selectwoman Hooper noted that the application met criteria based on providing a service that was not available in Henniker or surrounding communities and it enhances our economic vitality.

**Selectwoman Hooper moved to approve that the application met criteria 1. Selectman Parker seconded.**

**Motion carried, 5-0.**

Criteria 2 - Enhances or improves a culturally or historically important structure on a local, regional, state, or national level, either independently or within the context of a historic district, town center, or village center in which the building is located.

Selectwoman Hooper stated that the old Holt Funeral Home had been in that location for quite some time and the existing structure would be enhanced as shown in presentation to the Zoning Board and Planning Board.

**Selectman Parker moved to approve that the application met criteria 2. Selectman Flynn seconded.**

**Motion carried, 5-0.**

Criteria 3 - Promotes development of the Professional Residential and Town Center Zoning Districts, providing for efficiency, safety, and a greater sense of community consistent with RSA 9-B.

Chairman Blomback asked if the building would be sufficiently insulated per energy guidelines. Dylan Eastman replied that in any areas where the existing wall or ceiling would be removed and/or opened, new insulation would be installed that meets current codes. The untouched areas would remain as is.

Selectman Osgood questioned what had been presented for parking.

Dylan Eastman replied that the Zoning and Planning Board's approvals required the addition of six (6), 45 degree angled 9'x18' parking spaces in the front of the building, two spaces would be added in front of the existing garage, and a van accessible parking spot in the back of the building with an ADU ramp to the rear entrance. He explained the existing ramp would need to be extended 2 feet to comply with ADU and if a ramp were added in the front of the building it would need to be 40+ feet to meet ADU requirements for ramp grades, so it was best to utilize

## DRAFT

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the existing ramp and rear entrance for handicap accessibility. The additional nine (9) spaces would meet the parking requirements and in addition, there is a Non-Disclosure Agreement to use the thrift store lot for employees and additional customer parking if ever necessary, which was a block away.

Selectman Osgood asked if the structure would be extended.

Dylan Eastman replied no, the existing footprint would not change.

**Selectman Parker moved to approve that the application met criteria 3. Selectwoman Hooper seconded.**

**Motion carried, 5-0.**

Criteria 4 - Increases residential housing diversity and opportunities.

The Board discussed the existing 2 residential units, which would be renovated and rented but the size of the apartments would not change.

**Selectman Parker moved to concur that there would be no additional residential units but provided residential opportunities and would meet criteria 4. Selectman Flynn seconded.**

**Motion carried, 5-0.**

Chairman Blomback asked Wendy Baker to speak on the documents that would be required for approval. Wendy Baker explained that there was a Declaration of Covenant that would need to be complete, signed and recorded at the Merrimack County Registry of Deeds.

Selectwoman Hooper noted that the Board would need to decide as to the amount of tax relief to be granted and the period of time for which it will be granted. She believed the application fell under the five (5) year period based on the project specifics.

**Selectwoman Hooper moved to approve the 79-E application and grant the exemption for a period of five (5) years at the estimated assessed value presented. Selectman Flynn seconded.**

**Motion carried, 5-0.**

Selectwoman Hooper explained that before any construction starts the covenant would need to be signed and recorded.

The Board agreed to authorize Mark Fougere to complete the covenant and sign off for the Town of Henniker. Then the owner/applicant would need to sign with notary and bring to the registry to have recorded.

## DRAFT

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**Selectwoman Hooper moved to authorize Mark Fougere to sign a convent with the applicant for five (5) years of tax relief to West Street Property, Jonathan Norris to renovate the property located at 19 Hall Avenue, per the terms of RSA 79-E. Selectman Flynn seconded. Motion carried, 5-0.**

**Item 3:** Accept Grant from Governor’s Office for Emergency Relief & Recovery

Gregory Aucoin, Rescue Squad Chief, noted that they had applied for a grant from GOFERR (Governor’s Office for Emergency Relief & Recovery) to pay for the new stretcher system for the ambulance and awarded the grant for an amount of \$35,990.57. The total amount for the stretcher system is \$39,989.52. and the Town Administrator suggested using ARPA funds for the remaining balance.

In order to accept the grant money, we must commit to buying the new stretcher system. The new system would be installed in the current 2016 Ford ambulance and will be able to transfer this new stretcher system to a new truck when replaced.

**Selectman Parker moved to accept the donation of \$35,990.57 received from a grant from the Governor’s Office for Emergency Relief & Recovery to purchase a new stretcher system for the ambulance and to use \$3,998.95 from ARPA funds. Selectman Flynn seconded. Motion carried, 5-0.**

### New Business

**Item 4:** Sheriff David Croft Introduction

Merrimack County Sheriff David Croft would introduce himself to the Board of Selectmen. Sheriff Croft noted that he had been county Sheriff for about 14 months, and he wanted to go over the duties handled in his office to bring awareness to the town.

His office has 75 employees, and included a civil unit, transportation unit, warrant unit, detective unit, ICAT team, communications department, drug task force, a deputy assigned to human trafficking and provided security to the County courts.

He offered his capacity to Henniker at any point it was needed.

Selectman Osgood asked how long the Sheriff term is. Sheriff Croft replied two (2) years.

Chairman Blomback asked if the Sheriff communications office handled all emergency calls for Henniker. Sheriff Croft replied they only handled the dispatch for Henniker Police, Fire dispatch is covered by Concord.

The Board thanked the Sheriff for his introduction.

**DRAFT**

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**Item 5: Town Meeting Warrant Article Presentations.**

The 2022 Town Meeting will be held on Saturday, March 12, 2022, at 1:00 p.m., at the Henniker Community School. The Board needs to decide who will be speaking and presenting each Warrant Article at the meeting, the Board decided as follows:

- 4) Selectwoman Hooper
- 5) Selectman Flynn
- 6) Selectman Parker
- 7) Selectwoman Hooper
- 8) Leo Aucoin, Highway Superintendent
- 9) Leo Aucoin, Highway Superintendent
- 10) Selectwoman Hooper
- 11) Leo Aucoin, Highway Superintendent
- 12) Selectman Flynn
- 13) Selectwoman Hooper
- 14) Selectwoman Hooper
- 15) Selectman Flynn
- 16) Police Chief Matt French
- 17) Selectwoman Hooper
- 18) Selectwoman Hooper
- 19) Fire Chief Gregory Aucoin
- 20) Selectman Osgood
- 21) Selectwoman Hooper
- 22) Selectwoman Hooper
- 23) Selectwoman Hooper
- 24) Selectwoman Hooper & Police Chief Matt French
- 25) Tucker Free Library Trustees
- 26) Tucker Free Library Trustees
- 27) Tucker Free Library Trustees
- 28) Tucker Free Library Trustees
- 29) Selectman Parker
- 30) Selectman Osgood
- 31) Selectwoman Hooper
- 32) Water Commissioner, Jerry Gilbert
- 33) Selectman Flynn
- 34) Selectman Flynn
- 35) Petitioned Article

Old Business

Past Meeting Minutes

**Item 6: Acceptance of Board of Selectmen Meeting Minutes January 25, 2022**

## DRAFT

Disclaimer – The following are Draft Minutes, which could include errors and are subject to change upon approval of the Select Board.

**Selectman Parker moved to approve the Board of Selectmen Meeting Minutes of January 25, 2022, as amended. Selectman Osgood seconded.**

**Motion carried, 5-0.**

**Item 7:** Acceptance of Board of Selectmen Meeting Minutes February 1, 2022

Selectwoman Hooper requested for additional comments made during Public Comment #1 be added to the minutes.

**Selectwoman Hooper moved to table the Board of Selectmen Meeting Minutes of February 1, 2022, for review of amendments requested. Chairman Blomback seconded. Motion carried, 3-2, Selectman Osgood and Selectman Parker opposed.**

### Communications

**Item 8:** Department Reports

The following departments submitted reports:

Building, Fire, Highway, Police, Town Clerk / Tax Collector, and Wastewater

Selectwoman Hooper noted that she had requested additional statistics for specified areas with increased calls from the Police Chief back in December and has not been provided. The Board discussed and requested Wendy Baker provide the Police Departments section submitted for Town Report from 2019, 2020 and 2021, that should include the stats that Selectwoman Hooper requested.

Selectwoman Hooper noted that also not provided to the Board, was the spreadsheet that the Tax Collector had been asked to produce and use color to specify the different items.

**Item 9:** Selectmen Reports

Chairman Blomback had nothing to report.

Selectman Osgood had nothing to report.

Selectman Flynn had nothing to report.

Selectwoman Hooper noted the Planning Board had a productive work session meeting.

Selectman Parker had nothing to report.

Chairman Blomback mentioned that a letter was received from a resident requesting that the Board add the estimated tax impacts on each of the Warrant Articles. The Board discussed and agreed that because it would be too late to add for 2022 Town Meeting, they would discuss again later in the year.



**DRAFT**

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*Public Comment #2*

Bruce Trivellini asked the Board if they thought about doing any future testing and reporting for viruses like SARS for the town and staff. The Board acknowledged the suggestion.

**Item 10:** Non-public Session 91-A:3 II a, c, d e, or e Personnel/Reputation/Legal/Land XIV

Chairman Blomback confirmed there would be no need for Non-Public Session.

**Selectwoman Hooper moved to adjourn the meeting at 7:41 p.m. Selectman Flynn seconded. Motion carried, 5-0.**

Respectfully submitted,  
Nadine Scholes

Minutes Approved: xx.xx.xx