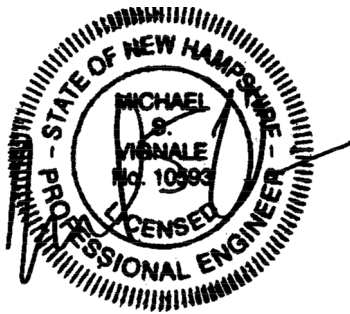


DOCUMENTS AND SPECIFICATIONS

FOR CONSTRUCTION OF
FIRE POND PROJECT

FOR THE
TOWN OF HENNIKER, NEW HAMPSHIRE

FEBRUARY 21, 2024



KVPartners LLC

P.O. Box 432

New Boston, New Hampshire 03070

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INVITATION TO BID

The Town of Henniker invites sealed bids for the Fire Pond Project until noon on March 15, 2024, 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 the construction of a fire pond and miscellaneous work located in Henniker, New Hampshire.

A pre-bid conference will not be held for this project.

Plans have been prepared by KV Partners, LLC, P.O. Box 432, New Boston, NH 03070, Ph. (603) 731-1562, email MVignale@KVPLLC.com. Contract Documents may be examined at the Town Hall, 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 KV Partners (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.

The Town 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 KV Partners, LLC.

BID FORM

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Project Identification: Fire Pond Project, 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
- D. Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner 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 in the Bid Forms and Specifications.
- F. Bidder hereby agrees that this Bid will remain subject to acceptance for sixty (60) 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 copies of the Agreement with the other documents required within five (5) calendar days after the date of Owner’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 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.

6. Bidder acknowledges that Owner 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.
7. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
8. Bidder agrees to provide Performance and Payment Bonds equal to the contract value **IF** the bid exceeds \$125,000.
9. 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.
10. The contract completion date is 90 days from signing the contract.

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)

BID SCHEDULE

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

TOTAL BID

_____ dollars \$ _____
(WRITTEN) (FIGURES)

AGREEMENT

This Agreement is made between the Town of Henniker (Town) and _____ (Contractor), with a principal place of business at _____.

1. Services to Be Performed

Contractor agrees to perform the services described in the Bid Documents and Plans referenced below:

2. Payment

In consideration for the services to be performed by Contractor, Town agrees to pay Contractor the following total amount: _____. Contractor shall be paid within a reasonable time after Contractor submits an invoice to Town. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Town will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Town's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Town agrees, as follows

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Town.

- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Town in the professional skills necessary to perform the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall be required by Town to devote full time to the performance of the services required by this Agreement.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Town with proof that such payments have been made.

7. Insurance

Town shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

- Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles -- in the minimum amount of \$300,000 combined single limit per occurrence for bodily injury and property damage.
- Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.
- Before commencing any work, Contractor shall provide Town with proof of this insurance and with proof that Town has been made an additional insured under the policies.

8. Indemnification

Contractor shall indemnify and hold Town harmless from any loss or liability arising from performing services under this Agreement.

9. Correction Period

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) any Work 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.

10. Term of Agreement

This agreement will become effective when signed by both parties and will terminate at the end of the Correction Period as described below. The Contractor agrees to complete the services required by this Agreement by 90 days from signing the contract.

11. Terminating the Agreement

With reasonable cause, either Town or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.
- Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate.

12. Exclusive Agreement

This is the entire Agreement between Contractor and Town.

13. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

14. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in New Hampshire. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in New Hampshire. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

15. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Town's prior written approval.

16. Applicable Law

This Agreement will be governed by New Hampshire law, without giving effect to conflict of laws principles.

Signatures

Town of Henniker, NH

Signature

Date

Contractor:

Printed Name

Signature

Date

Taxpayer ID Number

Included by reference: Bid Documents dated February 21, 2024 and Plans dated September 20, 2023 both by KVPartners, LLC.

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 PROJECT WORK IDENTIFICATION

- A. Site preparation includes removal of existing signs, trees, vegetation, fences, stone walls; utility relocations; and all other work required to fully construct the project.
- B. Excavating and disposing of any and all materials required including, but not limited to, topsoil, rock, fences, stone fill, pipes, conduits, and any other materials to fully construct the project.
- C. Construction of the fire pond, stone liner, pipes, standpipe, guardrail, parking area, and all other work noted on the plans or required to complete the project.
- D. Furnishing, installing and testing all materials associated with the proposed construction.
- E. Securing the construction site as required for safety.
- F. Disposal of excess excavated material not required for the project.
- G. Loaming, seeding, and completion of all clean-up.
- H. 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.
- I. 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.

1.3 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 Town.
- 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 Town 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 Town and the Engineer. The Town 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 Town, and every effort shall be made to insure smooth transitions.

1.4 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 Town, Contractor shall move stored items which interfere with operations of Town.
- C. Obtain and pay for additional storage or work areas if needed to perform the Work.

END OF SECTION

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 SUBMITTALS

- A. Application for Payment: The Application for Payment shall be submitted on a form acceptable to the Town. 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.

1.3 PROCEDURES

- A. The Contractor shall furnish all materials, equipment, labor and plant, 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. 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.
- F. 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 ITEM DESCRIPTIONS

1 CONSTRUCT FIRE POND 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, backfill, stone side slopes, pipe, pipe connection to headwall, standpipe, bollards, guardrail and end sections, gravel, crushed gravel, paving, traffic control, restoration of disturbed areas, loam and seed, erosion control, signs, disposal of any excess materials, maintenance of traffic, all work shown on the plans, and all incidental work required to complete the installation as detailed on the drawings or required to complete the work.
2. Measurement for payment shall be based on the percent complete as determined by the Engineer.

END OF SECTION

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, Bid Forms and Specifications 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. 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 aggregate and backfill for review by the Engineer. The grain size analysis shall indicate that the backfill material conforms to the gradation requirements specified.
- B. 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.

1.4 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.

1.5 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. 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.
- C. The Contractor shall comply with all federal, state, and local safety regulations, and requirements.

1.6 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. 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 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. 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.	

PART 3 - EXECUTION

3.1 FILLING AND BACKFILLING

- A. Excavation shall be made to the required depth and subgrade shall be carefully graded and compacted. The base course material shall be spread and compacted to a smooth surface and to the required cross-section. Stone dust shall be placed above the base course to the depth indicated and compacted with a roller. Depressions found in the surface after rolling shall be corrected with additional stone dust and re-rolled.
- 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 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.
 3. 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.

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
Wearing and base course pavement	95%
Aggregate base course below stone dust	95%
Subgrade below aggregate base course	92%

- 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.

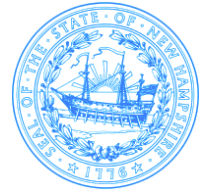
3.3 FINE GRADING

- 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.

END OF SECTION



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

WETLANDS AND NON-SITE SPECIFIC PERMIT 2023-01557

NOTE CONDITIONS

PERMITTEE: TOWN OF HENNIKER
DIANE KENDALL TOWN ADMINISTRATOR
18 DEPOT HILL RD
HENNIKER NH 03242

PROJECT LOCATION: OLD CONCORD RD, HENNIKER
TAX MAP #1, LOT #549FX

WATERBODY: UNNAMED WETLAND

APPROVAL DATE: NOVEMBER 29, 2023 **EXPIRATION DATE:** NOVEMBER 29, 2028

Based upon review of permit application 2023-01557 in accordance with RSA 482-A and RSA 485-A:17, the New Hampshire Department of Environmental Services (NHDES) hereby issues this Wetlands and Non-Site Specific Permit. To validate this Permit, signatures of the Permittee and the Principal Contractor are required.

PERMIT DESCRIPTION:

Dredge and fill approximately 275 SF of scrub-shrub wetlands for construction of a fire pond.

THIS PERMIT IS SUBJECT TO THE FOLLOWING PROJECT-SPECIFIC CONDITIONS:

1. In accordance with Env-Wt 307.16, all work shall be done in accordance with the approved plans dated October, 2022 by KV Partners, LLC, as received by the NH Department of Environmental Services (NHDES) on October 27, 2023.
2. This project shall meet the standard conditions in Env-Wt 307.
3. No person undertaking any activity shall cause or contribute to, or allow the activity to cause or contribute to any violations of the surface water quality standards in RSA 485-A and Env-Wq 1700.
4. In accordance with Env-Wt 307.03(b), all work, including management of soil stockpiles, shall be conducted so as to minimize erosion, minimize sediment transfer to surface waters or wetlands, and minimize turbidity in surface waters and wetlands using the techniques described in Env-Wq 1505.02, Env-Wq 1505.04, Env-Wq 1506, and Env-Wq 1508; the applicable BMP manual; or a combination thereof, if the BMP manual provides less protection to jurisdictional areas than the provisions of Env-Wq 1500.
5. In accordance with Env-Wt 307.03(c)(5), water quality control measures shall be maintained to ensure continued effectiveness in minimizing erosion and retaining sediment on-site during and after construction.
6. In accordance with Env-Wt 307.03(c)(2), water quality control measures shall be comprised of wildlife-friendly erosion control materials if erosion control blankets are utilized; a protected species or habitat has been documented; the proposed work is in or adjacent to a priority resource area (PRA); if specifically requested by Natural Heritage Bureau of the NH DNCR (NHB) or NH Fish and Game Department (NHF&G); or any if combination of the above conditions apply.
7. In accordance with Env-Wt 307.11(c), slopes shall be immediately stabilized by a method specified in Env-Wq 1506 or Env-Wq 1508, as applicable, to prevent erosion into adjacent wetlands or surface waters.
8. Per Env-Wt 307.04, Protection of Fisheries and Breeding Areas Required, all work carried out pursuant to this permit shall be done to ensure that the timing of the project does not discharge sediment to spawning or nursery areas or to amphibian and migratory bird breeding areas during spawning or breeding seasons, as applicable.

www.des.nh.gov

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

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

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

9. Per Env-Wt 307.05 all work authorized under this permit shall be in accordance with RSA 487:15-25 and prevent the use of soil or seed stock containing invasive species and the contractor shall be responsible to follow the Invasive Plant BMPs, found here: <https://www.dot.nh.gov/documents/best-management-practices-roadside-invasive-plants>. All work shall be done to contain and properly manage non-native invasive plants and prevent the improper spread and disposal of non-native invasive plants.
10. Per Env-Wt 307.10 all standard dredging activity conditions apply. All dredged materials shall be placed in upland or non-wetlands areas and shall be contained to ensure no adjacent deposition to wetlands or streams not covered by this permit.
11. Per Env-Wt 307.06 No activity shall jeopardize the continued existence of a threatened or endangered species, a species proposed for listing as threatened or endangered. Given the documentation of rare species in the vicinity, the work as outlined in the construction sequence under this project shall be supervised by a qualified wildlife biologist to ensure time sensitive reporting of any sightings of rare, or protected species to NH Fish and Game.
12. Prior to initiation of construction in wetlands jurisdiction under this permit, the NHDES Wetlands Bureau staff shall be notification of using the online notification form: form: NH Online Forms System - Wetlands Initiation of Construction Notification Form. Version 3.3.
13. Upon completion of the work under this approval, the NHDES Wetlands Bureau staff shall be notified of completion of the work using the online notification form: : NH Online Forms System - Wetlands Completion of Construction Notice and Certificate of Compliance Form. Version 2.5.

THIS PERMIT IS SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:

1. Pursuant to RSA 482-A:12, a copy of this permit shall be posted in a secure manner in a prominent place at the site of the approved project.
2. In accordance with Env-Wt 313.01(a)(5), and as required by RSA 482-A:11, II, work shall not infringe on the property rights or unreasonably affect the value or enjoyment of property of abutting owners.
3. In accordance with Env-Wt 314.01, a standard permit shall be signed by the permittee, and the principal contractor who will build or install the project prior to start of construction, and will not be valid until signed.
4. In accordance with Env-Wt 314.03(a), the permittee shall notify the department in writing at least one week prior to commencing any work under this permit.
5. In accordance with Env-Wt 314.08(a), the permittee shall file a completed notice of completion of work and certificate of compliance with the department within 10 working days of completing the work authorized by this permit.
6. In accordance with Env-Wt 314.06, transfer of this permit to a new owner shall require notification to, and approval of, the NHDES.
7. The permit holder shall ensure that work is done in a way that protects water quality per Env-Wt 307.03; protects fisheries and breeding areas per Env-Wt 307.04; protects against invasive species per Env-Wt 307.05; meets dredging activity conditions in Env-Wt 307.10; and meets filling activity conditions in Env-Wt 307.11.
8. This project has been screened for potential impact to known occurrences of protected species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or only cursory surveys have been performed, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species. This permit does not authorize in any way the take of threatened or endangered species, as defined by RSA 212-A:2, or of any protected species or exemplary natural communities, as defined in RSA 217-A:3.
9. In accordance with Env-Wt 307.06(a) through (c), no activity shall jeopardize the continued existence of a threatened or endangered species, a species proposed for listing as threatened or endangered, or a designated or proposed critical habitat under the Federal Endangered Species Act, 16 U.S.C. §1531 et seq.; State Endangered Species Conservation Act, RSA 212-A; or New Hampshire Native Plant Protection Act, RSA 217-A.
10. In accordance with Env-Wt 307.02, and in accordance with federal requirements, all work in areas under the jurisdiction of the U.S. Army Corps of Engineers (USACE) shall comply with all conditions of the applicable state general permit.

APPROVED:



Mary Ann Tilton
Assistant Bureau Administrator, Wetlands Bureau
Land Resources Management, Water Division

THE SIGNATURES BELOW ARE REQUIRED TO VALIDATE THIS PERMIT (Env-Wt 314.01).

PERMITTEE SIGNATURE (required)

PRINCIPAL CONTRACTOR SIGNATURE (required)