

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

172 Pembroke Road
Concord, NH 03302-1856
Tel. (603) 271-3556 Fax (603) 271-3553

PROJECT MANUAL

Project No.: CAP 2420

FOX FOREST

Paving Project

309 Center Road, Hillsborough, NH

June 10, 2024

TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 01 10	Table of Contents
Section 00 11 16	Invitation to Bid
Section 00 21 13	Instructions to Bidders
Section 00 41 00	Bid Proposal Form
Section 00 72 00	General Conditions
Sample Application and Certificate for Payment (AIA G702-1983)	
Sample Continuation Sheet for Application for Payment (AIA G703-1983)	
Sample P-37 Standard State Contract	

DIVISION 01 - GENERAL REQUIREMENTS

Section 01 10 00	Summary
Section 01 26 00	Contract Modification Procedures
Section 01 30 00	Administrative Requirements
Section 01 50 00	Temporary Facilities and Controls
Section 01 60 00	Product Requirements
Section 01 70 00	Execution and Closeout Requirements

DIVISION 30 – SITE CONSTRUCTION

Section 30 41 19	Selective Demolition
------------------	----------------------

DIVISION 31 – EARTHWORK

Section 31 20 00	Earth Moving
Section 31 25 00	Erosion Control

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section 32 11 00	Base Courses (Pavement)
Section 32 11 35	Reclaimed Pavement Base
Section 32 12 15	Asphalt Paving

END OF TABLE OF CONTENTS

SECTION 00 11 16

INVITATION TO BID

FOX FOREST: PAVING
CAP # 2420
HILLSBOROUGH, NH

Project Description: The New Hampshire Division of Forests and Lands is soliciting bids from contractors to repave driveways, parking areas and walkways at Fox State Forest at 309 Center Road in Hillsborough, NH. The work will include:

- Removal and grinding of existing bituminous concrete paving.
- Minor re-grading to extend parking areas.
- Extension of existing driveways to create a new loop driveway around the site.
- Preparation of paving sub-base and provision and compaction of roadway base materials.
- Placement of base and wearing coats of bituminous concrete paving.
- Construction of a compacted gravel access driveway to the lower level of the barn.
- Parking lot striping.

1. **Sealed Bids:** Proposals for a General Contract for the Construction of the above project will be received by the Owner until 2:00 P.M. prevailing time on **July 2, 2024**, at which time they will be publicly opened and read aloud. All Bids shall be made out only on the form included in the specifications package and delivered in a sealed, labeled envelope marked: Bid Proposal for Fox Forest: Paving and deposited in the bid box located at the reception desk of the Department of Natural and Cultural Resources (DNCR) offices at 172 Pembroke Road in Concord, NH. Bidders are invited to attend the Bid opening. Bids received after the above stated time and date will not be accepted.

2. **Technical Questions:** Questions regarding the Bidding Documents shall be referred to: Department of Natural and Cultural Resources, 172 Pembroke Road, Concord New Hampshire, 03301, attention Thomas Mansfield, Architect, Telephone (603) 271-3972, email: thomas.c.mansfield@dncr.nh.gov

3. **Documents:** Bidding Documents may be examined at the Capital Projects & Maintenance Division of DNCR, 172 Pembroke Road, Concord NH and at the following locations:

Construction Summary of New Hampshire Inc.: 734 Chestnut Street, Manchester, New Hampshire 03104, (603) 627-8856, www.constructionsummary.com

Alpha Graphics: 933 Islington Street, Portsmouth, NH 03801, (800) 581-2712 or (603) 436-3030, www.planroom.agportsmouth.com

McGraw-Hill Construction: 34 Crosby Drive, Suite 201, Bedford, MA 03170 (781-430-2000) www.construction.com

Signature Digital Imaging: 472 Amherst Street, Nashua, NH 03106, (603) 624-4025, www.signaturenh.com

Works in Progress: 20 Farrell Street, Suite 103, South Burlington, VT 05403. (800) 286 3633 or (802) 658-3797 www.constructconnect.com

New Hampshire Department of Administrative Services Bureau of Purchase and Property Website: <http://admin.state.nh.us/purchasing/vendorresources.asp>

New Hampshire State Parks Website: www.nhstateparks.org/news-events/improving-state-parks/rfps-projects

4. **Qualifications:** All companies, corporations, and trade names bidding must be registered and have a Certificate of Existence from the New Hampshire Secretary of State's Office, Corporate Division (603-271-3244) in order to do business with the State of New Hampshire.
5. **Bid Security:** A Bid Bond in the amount of five (5%) percent of the total amount of the lump sum bid price shall accompany each Bid Proposal in accordance with the Instructions to Bidders.
6. **Bonds:** Bidders shall be required to provide the Owner with financial responsibility as security for the completion of the contract in accordance with the plans, specifications, and contract documents, in the form of a Performance and Payment Bond in the amount of One Hundred (100%) Percent of the contract award, if the contract award is seventy-five thousand dollars (\$75,000) or more, the cost of which shall be a part of the Base Bid. The form of bond and the surety shall be acceptable to the Commissioner. No contract bond shall be required on contract awards of less than seventy-five thousand dollars (\$75,000).
7. **Inspection of Site:** Bidders are expected to thoroughly inspect site conditions prior to submission of Proposals. **A pre-bid tour of the existing site will be conducted by the Owner and Architect on June 19, 2024, at 9:00 a.m. The tour will depart from Fox Forest Headquarters. Attendance by Bidders shall be considered mandatory.**
8. **Awards:** In most cases the proposal submitted by the qualified bidder with the lowest base bid price shall be selected. However, the Department of Natural and Cultural Resources (DNCR) reserves the right to reject any or all proposals or advertise for new proposals as it judges to be in the best interest of the state.

END OF INVITATION TO BID

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

DEFINITIONS

1. Definitions set forth in the Specification Section 00 72 00 "General Conditions" or in other Contract Documents are applicable to the Bidding Documents.
2. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements include the Invitation to Bid, Instructions to Bidders, the Proposal Form and other sample Bidding and Contract forms.
3. Addenda are written or graphic instruments issued prior to the execution of the Contract. They modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
4. A Bid is a complete and properly signed Proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
5. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or deducted for sums stated in Alternate Bids.
6. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in Work, as described in the Bidding Documents, is accepted.
7. A Unit Price is an amount stated in the Bid as a possible price per unit of measurement for materials, equipment, services, or a portion of the Work as described in Bidding Documents. The choice of using Unit Prices, or an alternative method of payment, for additional Work shall be left solely to the Owner's discretion.
8. A Bidder is a person or entity who submits a Bid.
9. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

BIDDER'S REPRESENTATION

1. Each Bidder by making his Bid represents that he has examined and understands the Bidding Documents, that the Bidding Documents are adequate to produce the required results, and that his Bid is in accordance therewith.

Fox Forest: Paving

2. Each Bidder by making his Bid represents that he has visited and thoroughly inspected the Fox Forest site and familiarized himself with the local conditions under which the Work will be performed. Bidders are encouraged to make any and all inspections and tests as they feel necessary to achieve such familiarization prior to submitting Bids. Such inspections and tests shall be conducted at times mutually acceptable to the Owner and Bidder. Unless waived by the Owner, Bidders shall make repairs following their testing, as necessary to restore tested areas to pre-testing condition. Should a Bidder conclude that time or other factor(s) prohibits him from performing sufficient tests, he shall so notify the Owner, in writing, prior to the receipt of Bids.
3. The submission of a Bid will be construed as conclusive evidence that the Bidder has made all such examinations and inspections necessary for a complete and proper assessment of the Work required, and that the Bidder has included in his Bid a sum sufficient to cover the cost of all items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a Bidder because of lack of such examination, inspection, or knowledge.
4. Each Bidder by making his Bid represents that he has assessed the conditions of the current construction marketplace, and verified that an adequate, experienced workforce is available to suitably man the Work of this Project and complete it in a timely fashion.
5. Each Bidder is assumed to have made himself familiar with all Federal, State and Local laws, ordinances, and regulations which in any manner affect those engaged in or upon the Work, or in any way affect those engaged or employed in the Work, and no plea of misunderstanding will be considered on account of ignorance thereof. The Contractor shall comply with all taxes, fees and assessments as levied by Federal, State and Local authorities.

BIDDING PROCEDURES

1. All Bids must be prepared on the Bid Proposal Form provided in the Specification and submitted in duplicate copies in accordance with the Notice to Bidders and Instructions to Bidders. **Any bids submitted that are not on the official bid proposal forms will not be accepted.**
2. A Bid shall be invalid if it has not been deposited at the designated location prior to the time and date in the Invitation to Bid, or prior to any extension thereof issued to the Bidders.
3. Each copy of a Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the state of incorporation and have a corporate seal affixed.
4. Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw, or cancel his Bid or any part thereof for Ninety (90) days after the time designated for the receipt of Bids in the Notice to Bidders.
5. Prior to the receipt of Bids, Addenda will be e-mailed, mailed, or delivered to each person or firm recorded by the Owner as having received the Bidding Documents and will be available for inspection wherever the Bidding Documents are kept available for that purpose.

BID SECURITY

1. Bid Security shall be made payable to the Owner, in the amount of not less than five percent (5%) of the Bid Sum and shall be attached to the Bid. Security shall be either a certified check made payable to the "Treasurer, State of New Hampshire," or Bid Bond issued by surety licensed to conduct business in the State of New Hampshire. The successful Bidder's security will be retained until he has signed the Agreement or Contract and furnished the required Performance and Payment Bonds and Certificates of Insurance. The Owner reserves the right to retain the Security of the next two lowest Bidders until the low Bidder enters into a Contract, or until Sixty (60) days after Bid opening, whichever occurs first. Bid Security of all other Bidders will be returned as soon as practicable. If any Bidder refuses to enter into an Agreement or Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty.

EXAMINATION OF BIDDING DOCUMENTS

1. Each Bidder shall examine the Bidding Documents carefully and, not later than seven (7) days prior to the date of receipt of Bids, shall make written request to the Owner for interpretation or correction of any ambiguity, inconsistency, or error therein, which he may discover. Any interpretation or correction will be issued as an Addendum by the Owner. Only a written interpretation or correction by Addendum will be binding. No Bidder shall rely upon any interpretation or correction given by any other method. Bidders are encouraged to direct any questions which may arise to the Owner, in order to provide necessary clarifications prior to the receipt of Bids. Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents, or the existing building, site, or local conditions. Should a Bidder fail to notify the Owner of errors, discrepancies, or contradictions, he shall be assumed to have bid the more expensive alternative.

SUBSTITUTIONS

1. Each Bidder represents that his Bid is based upon the materials and equipment described in the Bidding Documents. Where the language "or approved equal" is used in the Bidding Documents, it is intended to require that all such materials and equipment shall be submitted as required by these Instructions to Bidders and approved by the Owner prior to the receipt of Bids.
2. No substitution will be considered unless written request has been submitted to the Owner for approval at least seven (7) days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Section 01 25 00 "Substitution Procedure."
3. If a Bidder proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, he shall inform the Owner in writing of the nature of such deviations at the time the material is submitted for approval. It shall be the responsibility of the Bidder to notify the Owner, in writing, of the presence of Asbestos or any other hazardous materials in any proposed substitution. Such written notice shall be in the form of a cover letter attached to the related documents.

Fox Forest: Paving

4. In requesting approval of deviations or substitutions, a Bidder shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Owner, the evidence presented by the Bidder does not provide a sufficient basis for such reasonable certainty, the Owner may reject such substitution or deviation without further investigation.
5. In requesting approval of substitutions, a Bidder represents that he will provide the same warranty and/or guarantee for the substitution that he would for that specified.
6. The Contract Documents are intended to produce a building and site improvements of consistent character and quality of design. The Owner shall judge the design and appearance of proposed substitutes on the basis of their suitability in relationship to the overall design of the Project, as well as for their intrinsic merits. The Owner will not approve proposed substitutions which, in his opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the project.
7. The Contractor shall be solely responsible for coordinating the installation of accepted substitutions, making such changes as may be required for the Work to be complete in all respects. Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner, unless such substitution was made at the written request or direction of the Owner.
8. The burden of proof of the merit of a proposed substitution is upon the proposer. Approval of a proposed substitution is valid only upon issuance by the Owner in written form, and the Owner's decision of approval or disapproval of a proposed substitution shall be considered final.

DETERMINATION OF RIGHT TO DO BUSINESS WITH STATE OF NEW HAMPSHIRE

1. If selected as the low bidder, the bidder must be registered and have a Certificate of Good Standing from the Secretary of State, Corporate Division (telephone 603-271-3244) in order to do business with the State of New Hampshire.

PROPOSAL SELECTION

1. In most cases the proposal submitted by the qualified bidder with the lowest base bid price shall be selected. However, the Department of Natural and Cultural Resources (DNCR) reserves the right to reject any or all proposals or advertise for new proposals as it judges to be in the best interest of the State of New Hampshire.

CONTRACTORS QUALIFICATIONS

1. Upon the Owner's request, the successful bidder shall provide evidence that they have been successfully performing this type, scale, and quality of Work for a minimum of five (5) years. Upon request by the Owner, a comprehensive list of all similar projects worked on in the past two (2)

years by the Contractor shall be submitted along with contact information for three (3) references or owners representatives involved with three (3) different projects completed by the Contractor.

EXECUTION OF AGREEMENT

1. Execution and Approval of Agreement: The Agreement shall be signed by the successful Bidder and returned, together with Bonds if applicable, within fifteen (15) Days after the Agreement has been mailed or otherwise delivered to the Bidder. No Agreement shall be considered as in effect until it has been fully executed by all Parties thereto and, when the Price Limitation is more than \$10,000, the Agreement has been concurred in by Governor and Council.
2. Failure to Execute Agreement: Failure to execute the Agreement within fifteen (15) Days after the Agreement has been mailed or otherwise delivered to the successful Bidder shall be just cause for the cancellation of the bid and the forfeiture of the Bid Security which shall become the property of the Department, not as a penalty, but in liquidation of damages sustained. Award of the Contract may then be made to the next lowest Bidder, or the Work may be re-advertised as the Commissioner of the Department of Natural and Cultural Resources may decide.

PRECONSTRUCTION CONFERENCE

1. Either before or soon after the actual award of the Contract (but in any event prior to the start of construction), the Contractor or his representative and his principal subcontractors shall attend a preconstruction conference with representatives of the Owner. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed.

END OF INSTRUCTIONS TO BIDDERS

SECTION 00 41 00

BID PROPOSAL FORM

Project No. **CAP # 2420**

PROJECT: **FOX FOREST: PAVING**
Fox State Forest
309 Center Road, Hillsborough, NH

BID OPENING DATE: **July 2, 2024, at 2:00 pm** at DNCR's office at 172 Pembroke Road, Concord, NH

START DATE: **September 9, 2024**

COMPLETION DATE: **November 27, 2024**

Sealed bid proposals for the above project will be accepted until the time and date indicated above. Bids may be deposited in the bid box at DNCR's offices in Concord or mailed to the attention of Thomas Mansfield, Architect, Department of Natural and Cultural Resources (DNCR), 172 Pembroke Road, Concord NH 03301. Please note on the outside of the sealed envelope: Bid Proposal for Fox Forest: Paving

DATE: _____

PROPOSAL OF: _____

GRAND TOTAL / LUMP SUM BASE BID (A+B): _____

PROPOSAL

Proposal of...

(name)

(address)

To furnish and deliver all materials, except as noted, and to perform all work in accordance with the Contract of the State of New Hampshire, Department of Natural and Cultural Resources for the construction of...

Project: **CAP # 2420** **FOX FOREST: PAVING**
 Fox State Forest
 309 Center Road, Hillsborough, NH

Commissioner
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, N.H. 03302-1856

Commissioner:

In accordance with the advertisement of the Department of Natural and Cultural Resources inviting proposals for the project herein before named and in conformity with the Plans and Specifications on file in the office of the Department of Natural and Cultural Resources, _____
(firm name) hereby certifies that _____ is/are the only person, or persons, interested in this proposal as principals; that this proposal is made without collusion with any person, firm, or corporation; that an examination has been made of the Plans, of the Standard Specifications, and Special Attentions, Supplemental Specifications, and Special Provisions, all of which are attached hereto, and also of the site of the work; and I, or we, propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction, and to furnish all materials specified in the manner and at the time prescribed; and understand that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all quantities of work are to be performed at the quoted prices.

To execute the form of contract and begin work within 15 (fifteen) days after the notice to proceed has been received or otherwise delivered to the contractor and to prosecute said work until its completion.

It is further proposed:

To furnish a contract bond in the amount of one hundred percent (100%) of the contract award, if the contract award is seventy-five thousand dollars (\$75,000) or more, as security for the completion of the contract in accordance with the plans and specifications and contract documents. The form of bond and the surety shall be acceptable to the Commissioner. No contract bond shall be required on contract awards of less than seventy-five thousand dollars (\$75,000).

To guarantee all of the work performed under this contract to be done in accordance with the plans and specifications and contract documents.

Enclosed, herewith, find certified check or bid bond in the amount of 5% of the total amount of the Lump Sum Price made payable to the "Treasurer, State of New Hampshire" as a proposal guarantee which is understood, will be forfeited in the event the form of contract is not executed, if awarded to the undersigned. Note: Personal checks will not be accepted as a proposal guarantee.

The undersigned acknowledges receipt of the following addenda, issued during the bidding time, and states that these have been incorporated in the proposal:

Addendum #1 dated _____

Addendum #2 dated _____

Addendum #3 dated _____

Dated _____

ALLOWANCE #1: Unanticipated Modification and/or Additions to Contract Items:

Include in the Contract, a stipulated sum/price of \$10,000 for use upon the Project Managers instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent, or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.

- a. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.
- b. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Project Manager. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- c. Credits can only be added to an Allowance by Change Order. The Contractor may not use a credit until a Change Order is fully executed.
- d. Notwithstanding the Contractors objection, the Project Manager may at any time reduce the funds remaining in the Allowance by Change Order.
- e. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the State.

SCHEDULE OF VALUES: Fox Forest: Paving

INDICATE DOLLAR AMOUNT OF CONTRACT SUM ALLOCATED TO EACH CATEGORY OF WORK AS DESIGNATED BELOW:

Specification Sections	Description	Amount
00 72 00	General Conditions	
00 41 00	Bond Cost	
30 41 19	Selective Demolition	
31 20 00	Earth Moving	
31 25 00	Erosion Control	
32 11 00	Base Courses (Pavement)	
32 11 35	Reclaimed Pavement Base	
32 12 15	Asphalt Paving	

Sub Total (A): _____

Allowance #1 (B): _____ **\$10,000**

Grand Total: lump sum base bid (A + B) _____

Delete Alternative No. 1: _____

Delete Alternative No. 2: _____

Delete Alternative No. 3: _____

Delete Alternative No. 4: _____

NOTE: This Schedule of Values must be completely filled out in order for bid proposal to be considered responsive.

SIGNATURE PAGE

Company Name: _____

Address: _____

Phone: _____

E-mail Address: _____

Signature of Authorized Bidder:

Print: _____

Title: _____

Address of Bidder: _____
(If different than company)

Names and Addresses of Members of the Firm/Corporation

Name _____ address _____

Name _____ address _____

Name _____ address _____

SECTION 00 72 00

GENERAL CONDITIONS

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. CONTRACTOR'S RESPONSIBILITIES
3. OWNER'S RESPONSIBILITIES
4. SUBCONTRACTS
5. TIME
6. CHANGES
7. PAYMENT
8. INDEMNITY, INSURANCE, AND BONDS
9. SUSPENSION, NOTICE TO CURE, AND TERMINATION
10. DISPUTE MITIGATION AND RESOLUTION
11. MISCELLANEOUS
12. CONTRACT DOCUMENTS

ARTICLE 1 – GENERAL PROVISIONS

1.01 Definitions

- A. Addenda: Written or graphic instruments issued prior to opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
- B. Agreement: The written agreement between the Parties, executed on New Hampshire Form Number P-37, and these General Conditions, as modified, and exhibits and attachments made part of the agreement upon execution.
- C. Allowance: The sum stipulated in the Contract Documents, for use by the Owner to pay for unanticipated Modifications or Changes to the Contract Price.
- D. Architect: The term "Architect", where used throughout the Contract Documents, shall indicate the Design Professional retained or employed by the Owner and having the authority to make decisions about the design intent of the Project.
- E. Bidding Requirements: The Invitation to Bid, Instructions to Bidders, bid bond or other bid security, if any, the Bid Proposal Form, and the bid with any attachments.
- F. Business Day: All Days, except Saturdays, Sundays, and legal holidays indicated in the Contract Documents.
- G. Change Order: A written order signed by the Parties after execution of the Agreement, indicating changes in the scope of Work, the Contract Price, or Contract Time.
- H. Construction Change Directive: A change to the Work directed by the Owner pursuant to Section 6.03.

Fox Forest: Paving

- I. Construction Schedule: A schedule, prepared and maintained by the Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Time.
- J. Contract: The entire and integrated written Agreement between the Owner and Contractor concerning the Work.
- K. Contract Documents: Consist of the Agreement, Invitation to Bid, Instructions to Bidders, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract.
- L. Contract Price: The stated amount in the Contractors bid, excluding Allowances, to perform the Work under the Contract Documents, as modified by any Alternates.
- M. Contract Time: The period of time between the Date of Commencement and the total time authorized to achieve Final Completion.
- N. Contractor: The person or entity identified in the Agreement and includes the Contractor's Representative.
- O. Date of Commencement: The date of commencement of the Work as identified in the Notice to Proceed.
- P. Day: A calendar day.
- Q. Defective Work: Any portion of the Work that does not conform to the requirements of the Contract Documents.
- R. Design Professional: The licensed architect or engineer, and its consultants, retained or employed by the Owner to perform design services for the Project.
- S. Final Completion: The date when the Contractor's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable, as enumerated in Box 1.7 "Completion Date" of the Agreement.
- T. Hazardous Material: Any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, transportation, disposal, or cleanup.
- U. Law: Federal, state, or local law, ordinance, code, rule, and regulations applicable to the Work with which the Contractor must comply that are enacted as of the Agreement date.
- V. Modification: A written amendment to the Contract signed by both Parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Design Professional.
- W. Notice to Proceed: A written notice by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

- X. Others: Other contractors, suppliers, and persons or entities at the Site who are not employed by the Contractor or Subcontractors.
- Y. Owner: The State Agency indicated in Box 1.1 "State Agency Name" of the Agreement and includes the Owner's Representative.
- Z. Owner's Representative: The Owners appointed representative having authority to act on the Owners behalf and shall be responsible for general supervision and administration of the Contract.
- AA. Parties: Collectively the Owner and the Contractor.
- BB. Price Limitation: The amount indicated in Box 1.8 "Price Limitation" of the Agreement. The Price Limitation is the grand total lump sum, comprised of the Contract Price and the Allowance, available to pay for the Work under the Construction Documents.
- CC. Project: The building, facility, or other improvements for which the Contractor is to perform Work under the Agreement. It may also include construction by the Owner or Others.
- DD. Site: The area of the Project location where the Work is to be performed.
- EE. Subcontractor: A person or entity retained by the Contractor as an independent contractor to provide labor, materials, equipment, or services necessary to complete a specific portion of the work.
- FF. Substantial Completion: The date when the Work (or a specified part thereof) is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unapproved disruption.
- GG. Sub-Subcontractor: A person or entity who has an agreement with a Subcontractor, another Sub-subcontractor, or Supplier to perform a portion of the Subcontractor's Work or to supply material or equipment.
- HH. Supplier: A person or entity retained by the Contractor to provide material or equipment for the Work.
- II. Work: The construction and services necessary or incidental to fulfill the Contractor's obligations for the Project in conformance with and reasonably inferable from the Agreement and the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by the Owner or Others.

1.02 Parties Relationship

- A. The Parties agree to proceed with the Project on the basis of mutual trust, good faith, and fair dealing. The parties shall each endeavor to promote harmony and cooperation among all Project participants.
- B. The Contractor represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor.

- C. Neither the Contractor nor any of its agents or employees shall act on behalf of or in the name of the Owner.

1.03 Ethics

- A. The Parties shall perform their obligations with integrity, ensuring at a minimum that each:
1. Avoids conflicts of interest and promptly discloses any to the other Party.
 2. Warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, Subcontractors, or others for whom they may be liable, to secure preferential treatment.

1.04 Design Professional

- A. The Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for completion of the Work, excluding however:
1. Design services delegated to the Contractor in accordance with Section 2.15.
 2. Services within the construction means, methods, techniques, sequences, and procedures employed by the Contractor, its Subcontractors, and Sub-subcontractors in connection with their construction operations.

1.05 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

- A. The Owners design professionals, including the Architect, the Architects consultants, Engineers, and other professionals providing services shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and Suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the design professionals reserved rights.
- B. The Contractor, Subcontractors, Sub-subcontractors, and Suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and Suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of Work without the specific written consent of the Owner, and Owner's design professionals.

1.06 Digital Data Use and Transmission

- A. Except as otherwise stated elsewhere in the Agreement, the Parties may transmit and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to shop drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

Fox Forest: Paving

- B. If the Agreement does not establish protocols for electronic or digital transmittals, the Parties shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 2 – CONTRACTOR'S RESPONSIBILITIES

2.01 General Responsibilities

- A. The Contractor shall use its diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Such Work includes furnishing construction administration and management services.
- B. The Contractor shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents.
- C. Unless the Contract Documents instruct otherwise, the Contractor shall solely be responsible for and have control over the construction means, methods, techniques, sequences, procedures, site security, and safety precautions, and for coordinating all portions of the Work under the Agreement.
- D. The Contractor shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits unless otherwise directed by the Owner.

2.02 Construction Personnel and Supervision

- A. The Contractor shall provide competent supervision for the performance of the Work. Before commencing the Work, or making a change in the supervisory personnel, the Contractor shall notify the Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager so the Owner may review the individual's qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after once giving it, the Contractor shall name a different superintendent or project manager for the Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the Site. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- B. The Contractor shall be responsible to the Owner for acts or omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors and Suppliers.
- C. The Contractor shall permit only qualified persons to perform the Work. The Contractor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. If the Owner determines that a particular person does not follow safety procedures, or is unfit or

unskilled for the assigned Work, the Contractor shall immediately reassign the person upon receipt of the Owner's written notice to do so.

- D. The Contractor's representative shall possess full authority to receive instructions from the Owner and to act on those instructions.
- E. The Contractor shall coordinate and supervise the work performed by Subcontractors to ensure that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractors and all Subcontractors at all times shall afford each trade, any separate contractor, or the Owner and Others, every reasonable opportunity for the installation of their work and the storage of materials, subject to the specific limitations or restrictions of a particular site.

2.03 Cooperation with Work of Owner and Others

- A. The Owner may perform work at the Site directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of the Agreement.
- B. If the Owner elects to perform work at the Site directly or by Others, the Parties shall coordinate the activities of all forces at the Site and agree upon fair and reasonable schedules and operational procedures for Site activities. The Owner shall require each separate contractor to cooperate with the Contractor and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time may be equitably adjusted for changes resulting from the coordination of construction activities, and the Construction Schedule shall be revised accordingly.
- C. With regard to work of the Owner and Others, the Contractor shall:
 - 1. Proceed with the Work in a manner that does not hinder, delay, or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective;
 - 2. Afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and
 - 3. Coordinate the Contractor's Work with theirs.
- D. Before proceeding with any portion of the Work affected by the construction or operations of the Owner or Others, the Contractor shall give the Owner prompt written notification of any defects the Contractor discovers in their work which will prevent the proper execution of the Work. The Contractor's obligations in this subsection do not create a responsibility for the work of the Owner or Others but are for the purpose of facilitating the Work. If the Contractor does not notify the Owner of defects interfering with the performance of the Work, the Contractor acknowledges that the work of the Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from the Contractor of defects, the Owner shall promptly inform the Contractor what action, if any, the Contractor shall take with regard to the defects.

2.04 Contract Document Review

- A. Prior to commencing the Work, the Contractor shall examine and compare all Contract Documents as well as information furnished by the Owner, shall take field measurements of any existing conditions related to the Work, and shall observe any conditions at the Site affecting the Work. These obligations are for the purpose of facilitating coordination and construction of the Work by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and, if directed, the Design Professional in the form of a request for information (RFI) any errors, inconsistencies, or omissions discovered by or made known to the Contractor by such examination. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- B. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, ordinances, codes, rules and regulations, or lawful orders of authorities having jurisdiction, but the Contractor shall promptly report to the Owner any nonconformity discovered by or made known to the Contractor as a request for information.
- C. Nothing in this section shall relieve the Contractor of responsibility for its own errors, inconsistencies, and omissions.

2.05 Workmanship

- A. The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.
- B. Work for which no explicit quality of standards of materials and/or workmanship is defined in the Contract Documents shall be of best quality for the intended use and consistent with the quality of surrounding work and of the construction of the Project generally.
- C. All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with manufacturer's written instructions, unless specifically indicated otherwise in the Contract Documents.
- D. Where the Work is to fit with existing conditions or work to be performed by Others, the Contractor shall join the Work fully and completely with such conditions or work, unless otherwise specified.
- E. The Contractor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- F. The Contractor shall study and compare all Drawings and verify all figures shown thereon before laying out or constructing the Work. The Contractor shall be responsible for errors in its work and the work of its Subcontractors that might reasonably have been avoided thereby. The Contractor shall establish and be responsible for the accuracy of all lines, grades, measurements, levels, column lines, wall and partition lines required by the various Subcontractors in laying out their Work

and shall protect and preserve all permanent bench and other markers. Checking of the figures or layout by the Design Professional shall not relieve the Contractor of these responsibilities.

2.06 Material Furnished by the Owner or Others

- A. If the Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the Contractor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Contractor shall be the responsibility of the Contractor and may be deducted from any amounts due or to become due the Contractor. Any defects discovered in such materials or equipment shall be reported at once to the Owner. Following receipt of written notice from the Contractor of defects, the Owner shall promptly inform the Contractor what action, if any, the Contractor shall take with regard to the defects.

2.07 Tests and Inspections

- A. The Contractor shall schedule all tests, inspections, and approvals of the Work required by the Contract Documents, Law, or orders of authorities having jurisdiction at an appropriate time so as to not delay the progress of the Work. The Contractor shall give proper notice to all required parties of such tests, inspections, and approvals. If feasible, the Owner and Others may timely observe the tests at the normal place of testing. The Contractor shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents, which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Contractor, and approved by the Owner. Unless otherwise required by the Contract Documents, required certificates of testing, inspection, or approval shall be secured by the Contractor and promptly delivered to the Owner.
- B. If the Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, the Contractor shall arrange for the procedures and give timely notice to the Owner and others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at the Owner's expense except as provided in the subsection below.
- C. If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents, the Contractor shall be responsible for costs of correction and retesting.

2.08 Warranty

- A. The Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At the Owner's request, the Contractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Contractor further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. The Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the Owner or Others, or abuse. The Contractor's warranty shall commence on the Date of Substantial

Completion of the Work. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

- B. With respect to any portion of the Work performed after Substantial Completion, the Contractor's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.
- C. The Contractor shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. The Contractor's liability for such warranties shall be limited to the one-year correction period as provided in Section 2.09. After that period, the Contractor shall provide reasonable assistance to the Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

2.09 Correction of Work Within One Year

- A. If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Work, any Defective Work is found, the Owner shall promptly notify the Contractor in writing. Unless the Owner provides written acceptance of the condition, the Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period the Owner discovers and does not promptly notify the Contractor or give the Contractor an opportunity to test or correct Defective Work as reasonably requested by the Contractor, the Owner waives the Contractor's obligation to correct the Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.
- B. With respect to any portion of Work performed after Substantial Completion, the one-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Contractor.
- C. If the Contractor fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owners right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.
- D. The Contractor's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before applicable limitation period has expired, the Owner discovers any Work which the Owner considers Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Contractor, and allow the Contractor an opportunity to correct the Work if the Contractor elects to do so. If the Contractor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from the Owner and shall complete the correction of Work within a mutually agreed timeframe. If the Contractor does not elect to correct the Work, the Owner may have the Work corrected by itself or Others, and, if the Owner intends to seek recovery of those costs from the Contractor, the Owner shall promptly provide the Contractor with an accounting of the correction costs it incurs.

Fox Forest: Paving

- E. If the Contractor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, the Contractor shall be responsible for the cost of correcting the destroyed or damaged property.
- F. The one-year period for correction of Defective Work does not constitute a limitation period with respect to enforcement of the Contractor's other obligations under the Contract Documents.
- G. At the Owners option and with the Contractor's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such case, the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work. Such adjustment shall be effected whether or not final payment has been made.

2.10 Correction of Covered Work

- A. On request of the Owner, Work that has been covered without a requirement that it be inspected prior to being covered shall be uncovered for the Owner's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by the Owner or Others. If the uncovered Work proves to be defective, the Contractor shall pay the costs of uncovering and replacement.
- B. If any Work is covered contrary to requirements in the Contract Documents, the Owner may issue an order to uncover the Work for the Owner's observation and re-cover the Work all at the Contractor's expense and with no adjustment to the Contract Time.

2.11 Safety

- A. Safety Programs: The Contractor holds overall responsibility for safety programs. However, such obligation does not relieve the Subcontractors of their safety responsibilities or requirements to comply with the Law. The Contractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:
 - 1. Its employees and other persons at the Site;
 - 2. Materials and equipment stored at onsite or offsite locations for use in the Work; and
 - 3. Property located at the Site and adjacent to work areas, whether or not the property is part of the Site.
- B. The Contractor shall designate an individual at the Site in its employ as its safety representative. Unless otherwise identified by the Contractor in writing to the Owner, the Contractor's superintendent shall serve as its safety representative. When the Contractor is required to file an accident report with a public authority, the Contractor shall furnish a copy of the report to the Owner.
- C. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of authorities having jurisdiction bearing on safety or persons or property or their protection from damage, injury, or loss.
- D. Damage or loss not insured under property insurance which may arise from the Work to the extent caused by negligent acts or omissions of the Contractor, or anyone for whose acts the Contractor may be liable, shall be promptly remedied by the Contractor.

Fox Forest: Paving

- E. The Contractor shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
- F. When use or storage of explosives or other Hazardous Materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- G. If the Owner deems any part of the Work or Site unsafe, the Owner, without assuming responsibility for the Contractor's safety program, may require the Contractor to stop performance of the Work, take corrective measures satisfactory to the Owner, or both. If the Contractor does not adopt corrective measures, the Owner may perform them and deduct their cost from the Contract Price. The Contractor agrees to make no claim for damages, for an increase in the Contract Price or Contract Time based on the Contractor's compliance with the Owners reasonable request.

2.12 Emergencies

- A. In an emergency affecting the safety of persons or property, the Contractor shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price or Contract Time resulting from the actions of the Contractor in an emergency situation shall be determined as provided for in Article 6.

2.13 Hazardous Materials

- A. The Contractor shall not be obligated to commence or continue Work until any Hazardous Material discovered at Site has been removed, rendered, or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate governmental agency.
- B. If after commencing the Work, Hazardous Material is discovered at the Site, the Contractor shall be entitled to immediately stop Work in affected area. The Contractor shall promptly report the condition to the Owner, the Design Professional, and, if required, the authority having jurisdiction.
- C. The Contractor shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the authorities having jurisdiction.
- D. The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner and shall be performed in a manner minimizing any adverse effect upon the Work.
- E. If the Contractor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Contractor shall be entitled to an equitable adjustment in the Contract Price, the Contract Time, or both.

2.14 Submittals

- A. The Contractor shall submit to the Owner and the Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. The Contractor shall prepare and deliver its submittals in a manner consistent with the Construction Schedule and in such time and sequence so as not to delay the performance of the Work or the work of the Owner and Others. If the Contract Documents do not contain specific submittal requirements pertaining to portions of the Work, the Contractor agrees upon request to submit in a timely fashion to the Owner and Design Professional for review any shop drawings, samples, product data, or similar submittals as may reasonably be required by the Owner.
- B. The Contractor shall be responsible for the accuracy and conformity of its submittals. By submitting shop drawings, samples, product data, and similar submittals, the Contractor represents to the Owner that the Contractor has:
1. Reviewed and approved them;
 2. Determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and
 3. Checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- C. The Contractor shall perform all Work strictly in accordance with approved submittals. Approval of submittals is not an authorization to perform changed work, unless the procedures of Article 6 are followed. Approval does not relieve the Contractor from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.
- D. No substitutions shall be made in the Work unless permitted in the Contract Documents and then only after the Contractor obtains approvals required under the Contract Documents for substitutions. All such substitutions shall be promptly memorialized in a Change Order following approval by the Owner and, if applicable, the Design Professional to provide for an adjustment in the Contract Price or Contract Time.

2.15 Design Delegation

- A. If the Contract Documents specify that the Contractor is responsible for the design of a particular system or component to be incorporated into the Project, the Owner shall provide all required performance and design criteria. The Contractor shall not be responsible for the adequacy of such performance and design criteria.
- B. As required by Law, the Contractor shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of the Contractor's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by the Contractor's design professional.

2.16 Site Conditions

- A. Site Visit: The Contractor acknowledges that it has visited, or has had the opportunity to visit, the Site to visually inspect the general and local conditions which could affect the Work.

- B. Concealed or Unknown Site Conditions: If the conditions encountered at the Site are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Contractor shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Owner and the Design Professional. The Contractor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in Article 6.
- C. The Owner maintains possession of the premises and any improvements made by the Contractor. Under the Contract Documents, the Owner grants the Contractor the right to enter and use the premises. The Contractor shall confine its apparatus, the storage of materials, and the operations of the Contractor's workers to limits indicated by Law, ordinance, the Contract Documents, permits, and/or directions of the Owner and shall not unreasonably encumber the premises with the Contractor's materials or equipment.
- D. The Contractor shall remove snow or ice within the limits of the Site indicated in the Contract Documents that might result in damage or delay.

2.17 Permits, Fees, Notices and Compliance with Laws

- A. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by authorities having jurisdiction necessary for proper execution and completion of the Work that are customarily secured after execution of the Agreement and legally required at the time bids are received or negotiations concluded.
- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of authorities having jurisdiction applicable to performance of the Work.
- C. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of authorities having jurisdiction, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

2.18 Cutting, Fitting, and Patching

- A. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- B. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Others by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or Others except with written consent of the Owner and Others. Consent shall not be unreasonably

withheld. The Contractor shall not unreasonably withhold, from the Owner or Others, its consent to cutting or otherwise altering the Work.

2.19 Cleaning Up

- A. The Contractor shall regularly remove debris and waste materials at the Site resulting from the Work. Prior to discontinuing Work in an area, the Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus material. The Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Contractor shall remove from the Site all construction equipment, tools, surplus materials, waste materials, and debris. All debris from the Project shall be cleaned up daily and removed from the Site at least on a weekly basis.
- B. If the Contractor fails to commence compliance with cleanup duties within two (2) Business Days after written notification from the Owner of non-compliance, the Owner may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due or to become due the Contractor in the next payment period.

2.20 Access to Work

- A. The Contractor shall facilitate the access of the Owner, Design Professional, and Others to Work in progress.

2.21 Compliance with Laws

- A. The Contractor shall comply with the Law at its own costs. The Contractor shall be liable to the Owner for all loss, cost, or expense attributable to any acts or omissions by the Contractor, its employees, subcontractors, and agents for failure to comply with the Law, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and the Owner is received.
- B. The Contract Price or Contract Time shall be equitably adjusted by Change Order for additional costs or time needed resulting from any changes in Law, including increased taxes, enacted after the date of the Agreement.

2.22 Royalties, Patents, and Copyrights

- A. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by the Contractor and incorporated in the Work. The Contractor shall defend, indemnify, and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

ARTICLE 3 – OWNER’S RESPONSIBILITIES

3.01 Information and Services

- A. The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under

the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

3.02 Site Information

- A. To the extent the Owner has obtained or is required elsewhere in the Contract Documents to obtain, Site information, the Owner shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the Site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information provided by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- B. The Owner shall provide tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law.

3.03 Permits, Fees, and Approvals

- A. Except for those permits and fees related to the Work which are the responsibility of the Contractor, the Owner shall secure and pay for necessary approvals, easements, assessments, and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.04 Mechanics and Construction Lien Information

- A. The Owner shall furnish to the Contractor within fifteen (15) Days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

3.05 Owner's Representative

- A. The Owner's Representative shall be fully acquainted with the Project and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice. If the Owner changes its Representative or its Representative's authority, the Owner shall immediately notify the Contractor in writing.

3.06 Owner's Right to Stop the Work

- A. If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

3.07 Owner's Right to Carry Out the Work

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Owner may, pursuant to Section 7.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Design Professional's additional services made necessary by such default, neglect, or failure. If current or future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

3.08 Submittals

- A. The Owner or its Design Professional will review and approve, or take other appropriate action upon, the Contractor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Owner's action will be taken with reasonable promptness while allowing sufficient time in the Owner's judgement to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

ARTICLE 4 – SUBCONTRACTS

4.01 Award of Subcontracts and Other Contracts for Portions of the Work

- A. Promptly after the award of the Agreement, the Contractor shall provide the Owner and, if directed, the Design Professional with a written list of the proposed Subcontractors and significant Suppliers. If the Owner has a reasonable objection to any proposed Subcontractor or Supplier, the Owner shall notify the Contractor in writing. Failure to promptly object shall constitute acceptance.
- B. If the Owner has reasonably and promptly objected, the Contractor shall not contract with the proposed Subcontractor or Supplier, and the Contractor shall propose another acceptable Subcontractor or Supplier to the Owner. No adjustment in the Contract Price or Contract Time shall be made because of such substitution.
- C. The Contractor shall not change a Subcontractor or Supplier previously selected without the prior written approval of the Owner.

4.02 Binding of Subcontractors and Suppliers

- A. The Contractor agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its subcontractors and suppliers) to the Contract Document's applicable provisions to

that portion of the Work. Each subcontract agreement shall preserve and protect the rights of the Owner and its Design Professional under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

4.03 Contingent Assignment of Subcontracts

- A. If the Agreement is terminated, each subcontract and supply agreement shall be assigned by the Contractor to the Owner, subject to the prior rights of any surety, provided that:
1. The Agreement is terminated by the Owner pursuant to Sections 9.03 or 9.04; and
 2. The Owner accepts such assignment after termination by notifying the Contractor and Subcontractor or Contractor and Supplier in writing and assumes all rights and obligations of the Contractor pursuant to each subcontract or supply agreement.
- B. If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 5 – TIME

5.01 General

- A. Time is of the essence with regard to the obligations of the Contract Documents. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- B. Unless instructed by the Owner in writing, the Contractor shall not knowingly commence the Work before the effective date of insurance and Bonds to be provided by the Contractor as required by the Contract Documents.
- C. Date of Commencement: The Contractor shall commence the Work after the Notice to Proceed has been received by the Contractor. The Notice to Proceed shall be issued immediately after the Agreement has been approved by the Governor and Council and shall establish the actual construction start date. Failure to commence the Work within fifteen (15) Calendar Days after the Date of Commencement shall be considered a Default of the Agreement. If the Date of Commencement is later than the advertised start date, the date of Final Completion shall be extended by an equivalent number of Days.

5.02 Construction Schedule

- A. Before submitting the first application for payment, the Contractor shall submit to the Owner, and if directed, the Design Professional, a Construction Schedule showing the dates on which the Contractor plans to commence and complete various parts of the Work, including dates on which information and approvals are required from the Owner. Except as directed by the Owner, the Contractor shall comply with the approved Construction Schedule. Unless otherwise agreed, the

Construction Schedule shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work.

- B. The Contractor shall revise the Construction Schedule at appropriate intervals as required by the conditions of the Work and Project. At a minimum, an updated schedule shall be submitted with each application for payment, and within seven (7) Days following receipt of information by the Contractor, which the Contractor believes may result in a change of completion date.

5.03 Delays and Extensions of Time

- A. If the Contractor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Contractor, the Contractor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Contractor include, but are not limited to, the following:
1. Acts or omissions of the Owner, Design Professional, or Others.
 2. Changes in the Work or the sequencing of the Work ordered by the Owner or arising from decisions of the Owner that impact the time of performance of the Work.
 3. Encountering Hazardous Materials or concealed or unknown conditions.
 4. Delay authorized by the Owner pending dispute resolution or suspension by the Owner under Section 9.01.
 5. Transportation delays not reasonably foreseeable.
 6. Labor disputes not involving the Contractor.
 7. General labor disputes impacting the Project but not specifically related to the Site.
 8. Fire.
 9. Terrorism.
 10. Epidemics.
 11. Adverse governmental actions.
 12. Unavoidable accidents or circumstances.
 13. Adverse weather conditions not reasonably anticipated. Such conditions do not include typical weather conditions of remote mountain top sites.
- B. The Contractor shall submit any requests for equitable extensions of the Contract Time in accordance with Article 6. The Contractor shall have the burden of demonstrating such impact and shall furnish to the Owner such documentation relating thereto as the Owner may reasonably require.
- C. If the Contractor incurs additional costs as a result of a delay that is caused by items 1 through 13 above, the Contractor shall be entitled to an equitable adjustment in the Contract Price.
- D. If delays to the Work are encountered for any reason, the Contractor shall provide prompt written notice to the Owner within five (5) Days of the cause of such delays after the Contractor first recognized the delay. The Parties agree to take reasonable steps to mitigate the effect of such delays.

- E. Any changes in time that extend past Completion Date of the Contract, shall be formalized in a Change Order in accordance with Article 6, and subsequent Contract Amendment for approval by Governor and Council.

5.04 Liquidated Damages

- A. The Contractor understands that if the date of Final Completion established in the Agreement, as may be amended by subsequent Change Order and approval by Governor and Council, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Contractor agrees that if the date of Final Completion is not attained, the Contractor shall pay the Owner the amount specified in the below Section as liquidated damages, and not as a penalty, for each Day that completion extends beyond the date of Final Completion. Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and its Surety shall be liable to the Owner for such deficiency. When final acceptance of the Work has been duly made by the Owner, any liquidated damage charges shall end.
- B. Allowing the Contractor to continue executing the Work after the date of Final Completion, shall in no way obligate the Owner to waive any of its rights under the Agreement.
- C. Schedule of Liquidated Damages: The fixed, agreed, liquidated damages shall be assessed in accordance with the following:

<u>Price Limitation</u>		<u>Amount of Liquidated Damages per Day</u>
From more than:	To and Including:	
\$0.00	\$25,000.00	\$300.00
\$25,000.00	\$50,000.00	\$400.00
\$50,000.00	\$100,000.00	\$500.00
\$100,000.00	\$500,000.00	\$600.00

ARTICLE 6 – CHANGES

6.01 General

- A. Changes in the Work that are within the general scope of the Agreement shall be accomplished, without invalidating the Agreement, by Change Order, and Construction Change Directive.

6.02 Change Orders

- A. The Contractor may request, or the Owner may order, changes in the Work or the timing or sequencing of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect Contract Price or Contract Time shall be formalized in a Change Order and processed in accordance with this Article.
- B. For changes in the Work, the Parties shall negotiate an appropriate adjustment to the Contract Price or the Contract Time, in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld.

- C. The Contractor shall not be obligated to perform changes in the Work that impact Contract Price or Contract Time until a Change Order has been executed or a written Construction Change Directive has been issued.

6.03 Construction Change Directives

- A. The Owner may issue a written Construction Change Directive directing a change in the Work before agreeing on an adjustment to Contract Price or Contract Time or directing the Contractor to perform Work that the Owner believes is not a change. If the Parties disagree that the Construction Change Directive work is within the scope of the Work, the Contractor shall perform the disputed Work and furnish the Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.
- B. The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of a Construction Change Directive. As the directed Work is performed, the Contractor shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Construction Change Directive. If there is a dispute as to the cost to the Owner, the Parties shall resolve the disputed amount, subject to the requirements of Article 10. Undisputed amounts may be included in applications for payment and shall be paid by the Owner in accordance with the Agreement.
- C. When the Parties agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by a Construction Change Directive, such agreement shall be the subject of a Change Order. The Change Order shall include all outstanding Construction Change Directives on which the Parties have reached agreement on Contract Price or Contract Time issued since the last Change Order.

6.04 Determination of Cost

- A. An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined as follows:
 - 1. A mutually accepted lump sum properly itemized and supported by sufficient substantiating data, as determined by the Owner, to permit evaluation.
 - 2. If the price change is an increase in the Contract Price, and the Work is performed by the Contractor and not a Subcontractor, it shall include the following indirect costs for Work performed by the Contractor: Workmen's Compensation and Employee Liability, and Unemployment and Social Security Taxes.
 - a. In addition to the above indirect costs, the Contractor shall be allowed a markup not to exceed ten percent (10%). This markup shall be all inclusive for overhead, supervision, and profit.
 - 3. If the price change is an increase in the Contract Price, and the Work is performed by both the Contractor and a Subcontractor, the Contractor shall be allowed a markup of ten percent (10%) on that portion of the Work performed by the Contractor, and a markup of five percent (5%) on the portion of the Work performed by the Subcontractor. The same percentages shall apply to Sub-subcontractors.

4. On any change that involves a decrease in the Contract Price, no overhead and profit shall be figured.

6.05 Changes Notice

- A. Except as provided in Subsection 5.03 C for any claim for an increase in the Contract Price or Contract Time, the Contractor shall give the Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after the Contractor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, the Contractor shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. The Owner shall respond in writing denying or approving the Contractor's claim no later than fourteen (14) Days after receipt of the Contractor's claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

6.06 Incidental Changes

- A. The Owner may direct the Contractor to perform incidental changes in the Work, upon concurrence with the Contractor that such changes do not involve adjustments in the Contract Price or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. The Owner shall initiate an incidental change in the Work by issuing a written order to the Contractor. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 7 – PAYMENT

7.01 Schedule of Values

- A. Within fifteen (15) Days of receiving the Notice to Proceed and before the first application for payment, the Contractor shall submit to the Owner, for approval, a schedule of values allocating the Contract Price to various portions of the Work. This schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. Upon approval by the Owner, this schedule shall be used as the basis for reviewing the Contractor's applications for payment and shall be revised if later found by the Owner to be inaccurate.

7.02 Progress Payments

- A. Applications for Payment: The Contractor shall submit to the Owner and, if directed, the Design Professional a monthly application for payment no later than the first Day of the calendar month for the preceding calendar month. Contractor's applications for payment shall be itemized and supported by the Contractor's schedule of values based on a percentage of completion and shall include any other substantiating data as required by the Agreement. Applications for payment shall be notarized and include payment requests on account of properly authorized Change Orders or Construction Change Directives. The Owner shall pay the amount otherwise due on any payment application no later than thirty (30) Days after the Contractor has submitted a complete and accurate payment application, or such shorter time period as required by applicable state statute. The Owner may deduct from any progress payment amounts that may be retained pursuant to Subsection 7.02 D.

- B. **Stored Materials and Equipment:** Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by the Contractor of bills of sale and proof of required insurance, or such other documentation satisfactory to the Owner to establish proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interest therein, including transportation to the Site.
- C. **Lien Waivers and Liens**
1. **Partial Lien Waivers and Affidavits:** If required by the Owner, as a prerequisite for payment, the Contractor shall provide partial lien and claim waivers in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work. Such waivers shall be conditional upon payment. In no event shall the Contractor be required to sign an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.
 2. **Removing Liens:** If the Owner has made payments in the time required by this article, the Contractor shall, within thirty (30) Days after filing, cause the removal of any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If the Contractor fails to take such action on a lien, the Owner may cause the lien to be removed at the Contractor's expense, including bond costs and reasonable attorney's fees. This subsection shall not apply if there is a dispute pursuant to Article 10 relating to the subject matter of the lien.
- D. **Retainage:** From each progress payment made prior to Substantial Completion, the Owner shall retain ten percent (10%) of the amount otherwise due after deduction of any amounts as provided in Section 7.02, and in no event shall such percentage exceed any applicable statutory requirements.

7.03 Adjustment of Contractor's Payment Application

- A. The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Contractor is responsible under the Agreement:
1. The Contractor's repeated failure to perform the Work as required by the Contract Documents;
 2. Except as accepted by the insurer providing builders risk or other property insurance covering the project, loss or damage arising out of or relating to the Agreement and caused by the Contractor to the Owner or to Others to whom the Owner may be liable;
 3. The Contractor's failure to properly pay Subcontractors and Suppliers following receipt of such payment from the Owner;
 4. Rejected, nonconforming or Defective Work not corrected in a timely fashion;
 5. Reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;

Fox Forest: Paving

6. Reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and
 7. Uninsured third-party claims involving the Contractor, or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Contractor furnishes the Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.
- B. No later than seven (7) Days after receipt of an application for payment, the Owner shall give written notice to the Contractor, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Contractor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

7.04 Acceptance of Work

- A. Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

7.05 Payment Delay

- A. If for any reason not the fault of the Contractor, the Contractor does not receive a progress payment from the Owner within seven (7) Days after the time such payment is due, then the Contractor, upon giving seven (7) Days written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to the Contractor has been received.

7.06 Substantial Completion

- A. The Contractor shall notify the Owner and, if directed, the Design Professional, when it considers Substantial Completion of the Work or a designated portion to have been achieved. The Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or its designated portion can be occupied or used for its intended use by the Owner without excessive interference in completing any remaining unfinished Work. If the Owner determines that the Work or designated portion has not reached Substantial Completion, the Owner shall promptly compile a list of items to be completed or corrected so the Owner may occupy or use the Work or designated portion for its intended use. The Contractor shall promptly complete all items on the list.
1. The Contractor's notification of Substantial Completion shall include (a) a list of items to be completed or corrected, and (b) all permits, certificates, and special warranties required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Owner.
- B. When Substantial Completion of the Work or a designated portion is achieved, the Owner or Design Professional shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work and fixing the time for completion of all items on the list accompanying the Certificate of Substantial Completion. In the

absence of a clear delineation of responsibilities, the Owner shall assume all responsibilities for items such as security, maintenance, utilities, insurance, and damage to the Work. The Certificate of Substantial Completion shall also list any items to be completed or corrected and establish the time for their completion or correction.

- C. Unless otherwise provided in the Certificate for Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.
- D. Upon the Owner's acceptance of Substantial Completion, the Owner shall pay to the Contractor the remaining retainage held by the Owner for the Work described in the Certificate of Substantial Completion, less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. The Owner shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

7.07 Partial Occupancy or Use

- A. The Owner may occupy, or use completed or partially completed portions of the Work when:
 - 1. The portion of the Work is designated in a Certificate of Substantial Completion;
 - 2. Appropriate insurer(s) consent to the occupancy or use, and
 - 3. Appropriate authorities having jurisdiction authorize the occupancy or use.

7.08 Final Completion and Final Payment

- A. Upon notification from the Contractor that the Work is complete and ready for final inspection and acceptance, the Owner with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.
- B. When Final Completion has been achieved, the Contractor shall prepare for the Owner's written acceptance a final application for payment stating that to the best of the Contractor's knowledge, and based on the Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.
- C. Final payment of the balance of the Contract Price shall be made to the Contractor within thirty (30) Days after the Contractor has submitted a complete and accurate application for final payment, including submissions required under the subsection below.
- D. Final payment shall be due on the Contractor's submission of the following to the Owner:
 - 1. An affidavit declaring any indebtedness connected with the Work to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber the Owner's property;
 - 2. As-built record drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
 - 3. Release of any liens, conditioned on final payment being received;
 - 4. Consent of any surety; and

5. Any outstanding known and unreported accidents or injuries experienced by the Contractor or its Subcontractors at the Site.
- E. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the balance due for portions of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, the Contractor shall submit to the Owner and, if directed, the Design Professional, the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by these final payment provisions.
- F. Contractor Acceptance of Final Payment: Unless the Contractor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of all claims by the Contractor arising out of or related to the Agreement or the Work.

ARTICLE 8 – INDEMNITY, INSURANCE, AND BONDS

8.01 Indemnity

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Owner's officers, directors, members, consultants, agents, and employees, the Design Professional, and Others (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorney's fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.
- B. No Limitation on Liability: The limits and types of insurance set forth in this Article are the minimum required amounts and in no way limit the liability of the Contractor or Subcontractors. In any and all claims against the Indemnitees by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employment benefit acts.

8.02 Insurance

- A. The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement and Section 8.03 "Insurance Requirements."
- B. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where Project is located.
- C. The Owner, its trustees, their officers, employees, representatives, and agents including the Design Professional, shall be included as additional insureds (except under worker's compensation and employer's liability insurance) for and relating to the Work to be performed by the Contractor.

- D. Proof of Coverage: Certificates of Insurance, as evidence of the insurance required by these Contract Documents, shall be submitted by the Contractor to the Owner prior to the date of the Agreement and in all cases prior to the commencement of Work.
- E. Subcontractor Insurance: The Contractor shall either require subcontractors to carry the insurance or the Contractor shall insure the activities of the Subcontractors in the types and form of insurance required under the Contract Documents, and in such amounts as the Contractor shall deem appropriate.
- F. Notice of Cancellation or Expiration: Within ten (10) Days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide required coverage.
- G. Workers Compensation Insurance: Workers compensation insurance is required for all workers on the Site of this Project. Per RSA 21-I:80-VI, at the outset of Work on any State construction project, the Contractor shall provide to the Owner a current list of all Subcontractors and Sub-subcontractors the Contractor has agreed to use on the Project, with a record of the entity to whom such Subcontractor is insured for workers compensation purposes. This list shall be posted on the Project Site and updated as needed to reflect any new Subcontractors or Sub-subcontractors.
 - 1. If it is determined that a Subcontractor or Sub-subcontractor is present on the Site without their name and direct contracting relationship being posted in a visible location at the Site, the Contractor shall require the Subcontractor or Sub-subcontractor to provide the information within thirty-six (36) hours and to post the information in a visible location at the Site. If the information is not provided within thirty-six (36) hours of its request, the Contractor shall suspend the Subcontractor or Sub-subcontractor until the information is provided and posted.

8.03 Insurance Requirements

- A. Workers Compensation Insurance: In accordance with RSA 281-A.
 - 1. Employers' Liability:
 - a. \$100,000 Each accident
 - b. \$500,000 Disease-policy limit
 - c. \$100,000 Disease-each employee
- B. Commercial General Liability Insurance: Occurrence Form Policy; Include full Contractual Liability, Broad Form Property Damage, Explosion, Collapse, and Underground Hazard coverage
 - 1. Limits of Liability:
 - a. \$1,000,000 Each Occurrence; Bodily Injury & Property Damage
 - b. \$2,000,000 General Aggregate; Include Per Project Aggregate Endorsement
 - c. \$2,000,000 Products/Completed Operations Aggregate

New Hampshire Department of Natural and Cultural Resources
Fox Forest: Paving

- C. Owners Protective Liability:
 - 1. Limits of Liability:
 - a. \$2,000,000 Each Occurrence
 - b. \$3,000,000 Aggregate

- D. Commercial Automobile Liability: Covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles
 - 1. Limits of Liability:
 - a. \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage

- E. Commercial Umbrella Liability:
 - 1. Limits of Liability:
 - a. \$1,000,000 Each Occurrence
 - b. \$1,000,000 Aggregate
 - c. \$1,000,000 Completed Operations Aggregate

- F. Other Insurance: If blasting and/or demolition are required by the Contract Documents, the Contractor or Subcontractor shall obtain the respective coverage for those activities and shall furnish to the Owner a Certificate of Insurance evidencing the required coverage's prior to commencement of any operations involving blasting and/or demolition.

8.04 Property Insurance

- A. Builder's Risk: The Contractor shall insure the Work included in the Contract Documents, including modifications and Change Orders, on an "All Risk" basis, on a one hundred percent (100%) completed value basis of the Contract, as modified. Builder's Risk coverage shall include materials located at the Contractor's premises, onsite, in-transit, and at any temporary site. The policy by its own terms or by endorsement shall specifically permit partial or beneficiary occupancy prior to completion or acceptance of the entire Work. The policy shall be in the name of the State of New Hampshire Department of Natural and Cultural Resources and the Contractor. The policy shall provide for the inclusion of the names of all other Contractors, Subcontractors, and Others employed on the premises as insureds. The policy shall stipulate that the insurance company shall have no right of subrogation against any Contractors, Subcontractors, or other parties employed on the premises.

8.05 Owner's Insurance

- A. Owner Liability Insurance: The Owner shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of the Agreement, including, without limitation, loss of use and claims, losses, and expenses arising out of the Owner's acts or omissions.

8.06 Bonds

- A. Performance and Payment Bond: In the event a bid is \$75,000 or more, the Contractor shall furnish security by bond or otherwise in an amount equal to 100% of the Contract Price guaranteeing performance and payment. The payment security shall meet the requirements of New Hampshire RSA 447:16.

- B. The fully executed performance and payment bond must be returned to the Owner a minimum of fifteen (15) Days prior to the Date of Commencement for the Work.

8.07 Professional Liability Insurance

- A. To the extent the Contractor is required to procure design services in accordance with Section 2.15, the Contractor shall require its design professional to obtain professional liability insurance for claims arising from the negligent performance of design services under the Agreement, with a company reasonably satisfactory to the Owner, including coverage for all professional liability caused by any consultants to the Contractor's design professional, written for not less than the limits required for general liability. The Contractor's design professional shall be responsible for payment of any applicable retention or deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all services performed by the Contractor's design professional for the Project. Coverage shall be continued in effect for eight years following the date of Substantial Completion.

ARTICLE 9 – SUSPENSION, NOTICE TO CURE, AND TERMINATION

9.01 Suspension by Owner for Convenience

- A. The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the performance of the Work, for the convenience of the Owner and not due to any act or omission of the Contractor or any person or entity for whose acts or omissions the Contractor may be liable, then the Contractor shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by the Owner. The Contract Price and the Contract Time shall be equitably adjusted by Change Order for the cost and delay resulting from any such suspension.
- B. Any action taken by the Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part of the Work does not constitute a suspension of Work under this section.

9.02 Termination by Owner for Convenience

- A. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- B. Upon receipt of Notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
 - 1. Cease operations as directed by the Owner in the notice;
 - 2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - 3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- C. In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

9.03 Default

- A. The Owner may terminate this Contract for default if the Contractor materially breaches this Contract by:
1. Refusing, failing, or being unable to commence the Work within the time specified in the Contract Documents
 2. Refusing, failing, or being unable to properly manage the Work;
 3. Refusing, failing, or being unable to supply the Work with sufficient numbers of properly skilled workers, proper materials, or construction equipment, or to maintain the Construction Schedule;
 4. Refusing, failing, or being unable to make prompt payment to Subcontractors or Suppliers;
 5. Disregarding Laws, ordinances, rules, regulations, or orders of any authority having jurisdiction or quasi-public authority having jurisdiction over the Project; or,
 6. Refusing, failing, or being unable to substantially perform in accordance with the terms of the Agreement and Contract Documents, as determined by the Owner, or as otherwise defined elsewhere herein.
- B. Upon the occurrence of any of the events described in Section 9.03 A, the Owner shall give written Notice to the Contractor setting forth the nature of the default and requesting cure within seven (7) Days from the date of notice. Within seven (7) Days of receipt of the Owner's notice of default, the Contractor shall furnish the Owner with either:
1. Written evidence that the default has been cured; or,
 2. A written plan demonstrating steps to be taken by the Contractor to cure the default and accomplish completion of the Work in accordance with the requirements of the Contract Documents and within established cost and schedule requirements.

9.04 Owner's Remedies

- A. If the Contractor fails to cure the default or provide a written plan to cure the default satisfactory to the Owner, or if the Contractor fails to expeditiously continue such cure until complete, the Owner may give written Notice to the Contractor of immediate termination, and the Owner, without prejudice to any other rights or remedies, may take any or all of the following actions:
1. Exclude the Contractor from the Site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 2. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
 3. Require the Contractor to assign the Contractor's right, title, and interest in any or all of the Contractor's subcontracts or orders to the Owner.
- B. When the Owner terminates the Agreement for default, the Owner shall be entitled to collect from the Contractor all direct, indirect, and consequential damages suffered by the Owner on account of the Contractor's default, including without limitation additional services and expenses of the Design Professional and attorney's fees and expenses made necessary thereby. The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's

damages have been established, and to apply such amounts to such damages. In no case shall the Contractor be entitled to receive further payment until the Work is finished.

9.05 Contractor's Right to Terminate

- A. Upon seven (7) Days written notice to the Owner, the Contractor may terminate the Agreement if the Work has been stopped for a thirty (30) Day period through no fault of the Contractor for any of the following reasons:
1. Under court order or order of other governmental authorities having jurisdiction;
 2. As a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Contractor, materials are not available; or
 3. Suspension by the Owner for convenience pursuant to Section 9.01
- B. In addition, if the Work is stopped for a period of 60 consecutive Days through no act or fault of the Contractor, and upon seven (7) Days written notice to the Owner, the Contractor may terminate the Agreement if the Owner:
1. Has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work;
 2. Fails to pay the Contractor in accordance with the Agreement; or
 3. Otherwise materially breaches the Agreement
- C. Upon termination by the Contractor in accordance with this Section, the Contractor is entitled to recover from the Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization.

9.06 Obligations Arising Before Termination

- A. Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 10 – DISPUTE MITIGATION AND RESOLUTION

10.01 Work Continuance and Payment

- A. Unless otherwise agreed in writing, the Contractor shall continue the Work and maintain the Construction Schedule during any dispute mitigation or resolution proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

10.02 Direct Discussions

- A. If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matters and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties'

representatives shall immediately inform senior executives of each of the parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

10.03 Mediation

- A. If direct discussions pursuant to Section 10.02 do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The parties shall mutually agree upon the mediator and the mediation process. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

10.04 Binding Dispute Resolution

- A. If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

10.05 Costs

- A. The Parties shall pay their own costs and attorneys' fees of any binding dispute resolution procedures unless otherwise determined by the adjudicator.

10.06 Multiparty Proceeding

- A. All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

10.07 Lien Rights

- A. Nothing in this article shall limit any rights or remedies not expressly waived by the Contractor that Contractor may have under lien laws.

ARTICLE 11 – MISCELLANEOUS

11.01 Conflicting Terms

- A. These General Conditions are supplementary to the General Provisions of the New Hampshire Form P-37 Agreement, and in no case shall be construed or interpreted to reduce or supersede the requirements thereof. In all cases these General Conditions shall be considered as additions to those described in the Agreement.

ARTICLE 12 – CONTRACT DOCUMENTS

12.01 Interpretation of Contract Documents

- A. The Contract Documents are complimentary. If Work is shown only on one of the Contract Documents but not on the other, the Contractor shall perform the Work as though fully described on both.
- B. In case of conflict between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, the Contractor shall submit the matter to the Owner for clarification. The Owners clarifications are final and binding.
- C. The Drawings are generally made to scale, but all working dimensions shall be taken from the figured dimensions, or by actual measurements taken at the Site, and in no case by scaling. Whether or not an error is believed to exist, deviation from the drawings and dimensions given thereon shall be made only after approval in writing from the Owner and its Design Professional.
- D. Unless otherwise specifically defined in the Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

12.02 Order of Precedence

- A. In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order:
 - 1. Change Orders and written amendments to the Agreement;
 - 2. The Agreement;
 - 3. The drawings (large scale governing over small scale), specifications, and addenda issued and acknowledged before the execution of the Agreement;
 - 4. Approved submittals;
 - 5. Information furnished by the Owner;
 - 6. Other Contract Documents listed in the Agreement.
- B. Among categories of documents having the same order of precedence, the term or provision that is strictest shall control.

END OF GENERAL CONDITIONS

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):

PROJECT:

APPLICATION NO:

Distribution to:

OWNER

Period to:

ARCHITECT

CONTRACTOR

FROM:

VIA (ARCHITECT):

ARCHITECT'S

PROJECT NO:

CONTRACT DATE:

CONTRACT FOR:

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		-	
Approved this Month			
Number	Date Approved		
TOTALS		-	-
Net change by Change Orders			\$0.00

- 1. ORIGINAL CONTRACT SUM
- 2. Net change by Change Orders
- 3. CONTRACT SUM TO DATE
- 4. TOTAL COMPLETED & STORED TO DATE
- 5. RETAINAGE:
 - a. 10% of Completed Work
 - b. 10% of Stored Material
 - Total Retainage
- 6. TOTAL EARNED LESS RETAINAGE
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..
- 8. CURRENT PAYMENT DUE
- 9. BALANCE TO FINISH, PLUS RETAINAGE

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

State of:

County of:

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public:

My Commission expires:

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER:

Contractor's signed Certification is attached.

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECTS PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)		
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address-	
1.3 Contractor Name-		1.4 Contractor Address-	
1.5 Contractor Phone Number-	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State’s discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word “Property” shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

SECTION 01 10 00

SUMMARY

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work sequence.
4. Work by Owner.
5. Salvage requirements.
6. Access to site.
7. Coordination with occupants.
8. Work restrictions.

B. Related Work Specified Elsewhere:

1. SECTION 01 50 00: Temporary Facilities and Controls

1.02 PROJECT INFORMATION

A. Project Identification: Fox Forest: Paving Project No. CAP 2420

1. Project Location: Fox State Forest, 309 Center Road, Hillsborough, NH

B. Owner: State of New Hampshire, Department of Natural and Cultural Resources, Division of Parks and Recreation

1. Owner's Representative: Thomas Mansfield, Department Architect
Tel: 603-271-3972 Email: thomas.c.mansfield@dncr.nh.gov

C. Consultants: The Owner has employed the following design professionals who have prepared designated portions of the Contract Documents:

1. Thomas Mansfield, Department Architect

1.03 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Repave driveways, parking areas and walkways. The work will include:
 - Removal and grinding of existing bituminous concrete paving.
 - Minor re-grading to extend parking areas.
 - Extension of existing driveways to create a new loop driveway around the site.

Fox Forest: Paving

- Preparation of paving sub-base and provision and compaction of roadway base materials.
- Placement of base and wearing coats of bituminous concrete paving.
- Construction of a compacted gravel access driveway to the lower level of the barn.
- Parking lot striping.

B. Type of Contract: Project will be constructed under a stipulated lump sum grand total contract with the State of New Hampshire in accordance with the General Conditions of the Contract for Construction.

C. The Contractor shall, except as otherwise specifically stated in Contract Documents, provide and pay for all materials, labor, tools, equipment, water, heat, fuel, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities or every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

1.04 WORK SEQUENCE

A. Work shall commence within 15 days after issuance of Notice to Proceed. Failure to comply shall constitute a Default of Contract.

1.05 WORK BY OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.06 SALVAGE REQUIREMENTS

A. Unless otherwise indicated, demolition waste becomes the property of Contractor.

B. Unless otherwise indicated, all equipment that must be removed due to interference with work of this contract remains the property of the Owner and may be salvaged at Owner's discretion.

1.07 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to the entrance area of Fox State Forest.
2. Limits: Limit site disturbance 10-feet beyond surface walkways, patios, surface parking, and utilities less than 12-inches in diameter; 15-feet beyond primary roadway curbs and main utility branch trenches; and 25-feet beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.

Fox Forest: Paving

3. Limits: Parking for equipment and workers vehicles shall be limited to areas of the parking lot designated by the project manager.
 4. Driveways, Walkways and Entrances: Keep driveways, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.08 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than 72-hours' notice to Owner of activities that will affect Owner's operations.

1.09 WORK RESTRICTIONS

- A. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 4:30 p.m., Monday through Friday, unless otherwise indicated.
1. Access for work outside of normal working hours shall be requested in writing to the Contract Administrator, at least one week in advance. The Contract Administrator may accept or reject the request.
 2. No access during the following observed holidays:
 - a. New Years' Day.
 - b. Martin Luther King Jr. Civil Rights Day.
 - c. Washington's Birthday.
 - d. Memorial Day.
 - e. Independence Day.
 - f. Labor Day.
 - g. Veterans' Day.
 - h. Thanksgiving Day.
 - i. Day after Thanksgiving.
 - j. Christmas Day.

Fox Forest: Paving

- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owners written permission before proceeding with utility interruptions.

- C. Noise, Vibration, and odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruptions to owner occupancy with owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.

- D. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SUMMARY

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Work Specified Elsewhere:
 - 1. SECTION 01 20 00: Price and Payment Procedures
 - 2. SECTION 01 25 00: Substitution Procedures
 - 3. SECTION 01 30 00: Administrative Requirements

1.02 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in Work, not involving adjustment to the Contract Sum or the Contract Time.

1.03 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specification.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified by Proposal Request or 14 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicated effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.04 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Contract Change Order for signatures of Owner and Contractor on Owner's standard form.

1.05 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on Architects standard form. Construction Change Directive instructs Contractor to proceed with a change in Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and materials basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF CONTRACT MODIFICATION PROCEDURES

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Section includes administrative provisions for coordinating construction operations, submittal procedures, delegated design, and Contractor's construction schedule including, but not limited to, the following:
1. Project management and coordination
 2. Submittal procedures
 3. Delegated design
 4. Construction schedule
- B. Related Work Specified Elsewhere:
1. SECTION 01 70 00: Execution and Closeout Requirements

1.02 PROJECT MANAGEMENT AND COORDINATION

- A. Subcontract List: Submit a written summary identifying individuals or firms proposed for each portion of the Work.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at project site. List e-mail addresses and telephone numbers.
- C. Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.
- D. Requests for Information (RFIs): On discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI. Use forms acceptable to Architect.
- E. Schedule and conduct progress meetings at Project site at weekly intervals. Notify Owner of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved in planning, coordination, or performance of future activities.
1. Contractor will record minutes and distribute to all attendees, including Owner/Architect.

1.03 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

New Hampshire Department of Natural and Cultural Resources
Fox Forest: Paving

1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 2. Architect will discard submittals received from sources other than Contractor.
- B. Paper Submittals: Place a permanent label or title block on each submittal for identification. Provide a space approximately on label or beside title block to record Contractor's review and approval markings and action taken by Architect. Include the following information on the label:
1. Project name.
 2. Date.
 3. Name and address of Contractor.
 4. Name and address of subcontractor or supplier.
 5. Number and title of appropriate Specification Section.
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with unique identifier, including project identifier, Specification Section number, and revision identifier.
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
- D. Identify options requiring selection by Architect.
- E. Identify deviations from the Contract Documents on submittals.
- F. Contractor's Construction Schedule Submittal Procedure:
1. Submit required submittals in the following format:
 - a. Working electronic copy of schedule file, where indicated.
 - b. PDF electronic file
 - c. Three paper copies.
 2. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 3. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

PART 2 – PRODUCTS

2.01 SUBMITTAL PROCEDURES

- A. General Submittal procedure Requirements: Prepare and submit submittals required by individual Specification Sections.

1. Submit electronic submittals via email as PDF electronic files.
- B. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2.02 ACTION SUBMITTALS

- A. Submit electronic version or 3 paper copies of each submittal unless otherwise indicated. Architect will return one copy.
- B. Product Data: Mark each copy to show applicable products and options. Include the following:
1. Manufacturer's written recommendations, product specifications, and installation instructions.
 2. Wiring diagrams showing factory-installed wiring.
 3. Printed performance curves and operational diagrams.
 4. Testing by recognized testing agency.
 5. Compliance with specified standards and requirements.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submit on sheets at least 8-1/2 by 11-inches but not larger than 24 by 36-inches. Include the following:
1. Dimensions and identification of products.
 2. Fabrication and installation drawings and roughing-in and setting diagrams.
 3. Wiring diagrams showing field-installed wiring.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture and for comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.
1. If variation is inherent in material or product, submit at least three sets of paired units that show variations.

2.03 INFORMATIONAL SUBMITTALS

- A. Informational Submittals: Submit electronic version or 3 paper copies of each submittal unless otherwise indicated. Architect will return one copy.
- B. Qualification Data: Include lists of completed projects with project names and addresses, names, and addresses of architects and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

2.04 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit electronic version or 3 paper copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

2.05 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, schedule in the format outlined in the General Conditions.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
- C. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
- D. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew size, and equipment required to achieve compliance, and indicate date by which recovery will be accomplished.

PART 3 – EXECUTION

3.01 SUBMITTAL REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Architect will review each action submittal, make marks to indicate corrections or modification required, will signify each submittal with an action stamp, and will signify appropriately to indicate action.

Fox Forest: Paving

- C. Informational Submittals: Architect will review each submittal and will return a copy. Architect will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

3.02 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule a minimum of one day before each regularly scheduled progress meeting.
 - 1. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribute copies of approved schedule to Owner/Architect, subcontractors, testing and inspecting agencies, and parties identified by Contractor with a need-to-know schedule responsibility. When revisions are made, distribute updated schedules to the same parties.

END OF ADMINISTRATIVE REQUIREMENTS

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
1. The Work shall include, but shall not necessarily be limited to:
- a. Use charges
 - b. Temporary utilities
 - c. Construction facilities
 - d. Temporary controls
 - e. Project Identification
- B. Related Work Specified Elsewhere:
- 1. SECTION 01 26 00: Contract Modification Procedures
 - 2. SECTION 01 70 00: Execution and Closeout Requirements

1.02 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, Engineers, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water Service: Owner will pay water-service use charges for water used by all entities for construction operations.
- C. Electric Power Service: Owner will pay electric-power-service use charges for electricity used by all entities for construction operations.

1.03 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.04 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.05 PROJECT CONDITIONS

- A. The Contractor shall be permitted to utilize the existing Owner utilities at the site. These utilities include electric power and water. The Contractor shall provide temporary sanitary facilities for the workmen, temporary cell phones and temporary fire safety devices such as fire extinguishers.

PART 2 – PRODUCTS

2.01 TEMPORARY FACILITIES

- A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.02 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 – EXECUTION

3.01 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Permanent sanitary facilities installed under this Contract shall not be used during construction.
- C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
- D. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

- E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

3.03 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30-feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in manner that will prevent people and animals from easily entering site except by entrance gate.
- D. Barricades, Warning Signs, and Lights: Comply with authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

3.05 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF TEMPORARY FACILITIES AND CONTROLS

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Section includes administrative and procedural requirements for selection of products for use in Project.
1. The Work shall include, but shall not necessarily be limited to:
 - a. Product delivery, storage, and handling
 - b. Manufacturers' standard warranties
 - c. Special warranties
 - d. Comparable products

1.02 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
1. Named products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 3. Comparable Products: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.03 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and drawing numbers and titles. Note that no substitutions for convenience are allowed per Section 01 25 00.

New Hampshire Department of Natural and Cultural Resources
Fox Forest: Paving

1. Include data to indicate compliance with the requirements specified in “Comparable Products” Article.
 2. Architect’s Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 01 30 00 “Administrative Requirements.”
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 30 00 “Administrative Requirements.”

1.04 QUALITY ASSURANCE

- A. Compatibility of Options: If contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer’s written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer’s original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by owner's construction forces. Coordinate location with owner.

1.06 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to owner.
 2. Special Warranty: Written warranty required by Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 70 00 "Execution and Closeout Requirements."

PART 2 – PRODUCTS

2.01 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected", Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product which complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers and/or products, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product names. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.02 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable products when the following conditions are satisfied. Note that substitutions for convenience are not allowed per Section 01 25 00. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

Fox Forest: Paving

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 – EXECUTION (Not Used)

END OF PRODUCT REQUIREMENTS

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Section includes general administrative and procedural requirements governing execution and closeout of the Work including, but not limited to, the following:
1. Execution
 2. Cutting and patching
 3. Closeout procedures
 4. Operations and maintenance manuals
 5. Project record documents
- B. Related Work Specified Elsewhere:
1. SECTION 01 10 00: Summary
 2. SECTION 01 30 00: Administrative Requirements

1.02 CLOSEOUT SUBMITTALS

- A. Contractor's List of Incomplete Items ("punch list"): Initial submittal at Substantial Completion.
- B. Project Record Documents:
1. Record Drawings: Submit one paper-copy set of marked-up record prints and an annotated PDF electronic file of marked-up record prints.

1.03 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architects opinion, reduce the buildings aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.04 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractors List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
- a. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - b. Submit closeout submittals specified in other Division 1 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - c. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - d. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturers name and model number where applicable.
 - 1) Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architects signature of receipt of submittals.
 - e. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
- a. Advise Owner of pending insurance changeover requirements.
 - b. Perform preventative maintenance on equipment prior to Substantial Completion.
 - c. Instruct Owners personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - d. Participate with Owner in conducting inspection and walkthrough.
 - e. Terminate and remove temporary facilities from project site, along with mockups, construction tools, and similar elements.
 - f. Complete final cleaning requirements, including touchup painting.
 - g. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or

will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificates will be issued.

1.05 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 01 20 00 "Price and Payment procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architects Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
- B. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

2.02 RECORD DRAWINGS

- A. Record Prints: Maintain a set of prints of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued. Mark to show actual installation where installation varies from that shown originally. Accurately record information in an acceptable drawing technique.
1. Record drawings are to be updated at a minimum weekly.
 2. Review markings with Architect and Owner at Project Meetings.
 3. Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

Fox Forest: Paving

- B. Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect.

END OF EXECUTION AND CLOSEOUT REQUIREMENTS

SECTION 30 41 19

SELECTIVE DEMOLITION

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Provide all labor, materials, equipment, services, etc. required to provide all Selective Demolition as indicated on the Drawings, Specified herein, or otherwise required for a complete and proper job.

The Work of this Section is not necessarily fully represented on the Drawings or specifically identified herein. The Contractor, either himself or through his various subcontractors, shall thoroughly review all documents and shall visit the site and existing building prior to bidding, as required to fully satisfy himself as to the types, locations and quantities of demolition work required for the complete and proper execution of the Work. No pleas of misunderstanding resulting from failure to adequately inspect existing conditions will be entertained and no additional expenses related thereto will be granted.

1. The Work shall include, but shall not necessarily be limited to:
 - a. Demolition of designated site improvements including paving, curbing, and utility structures.
 - b. Demolition of below-grade foundations, culverts and site improvements to depth to avoid conflict with new construction or site work.
 - c. Removal of hollow items or items which could collapse.
 - d. Protection of site work and adjacent items
 - e. Disconnection, capping, and removal of utilities
 - f. Pollution control during building and selective demolition, including noise control.
 - g. Protection of portions of building adjacent to or affected by selective demolition.
 - h. Removal of abandoned utilities and wiring systems
 - i. Removal and legal disposal of materials
 - j. Protection of designated site improvements and adjacent construction
 - k. Interruption, capping or removal of utilities as applicable

1.02 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

- E. Dismantle: To remove by disassembling or detaching item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.03 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of the Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.04 PREINSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review areas where existing construction is to remain and requires protection.

1.05 SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - 2. Coordination for shutoff, capping, and continuation of utility services.
 - 3. Coordination of Owner's continuing occupancy of existing building and of Owner's partial occupancy of completed portions of the Work.
- C. Pre-demolition Photographs or Video: Take photos of existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Submit before Work begins.
- D. Closeout Submittals: Submit a list of items that have been removed and salvaged if any.

1.06 QUALITY ASSURANCE

- A. Codes and Regulations: Comply with governing codes and regulations. Use experienced workers.

1.07 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so disruption of Owner's operations will be minimized.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect. Hazardous materials will be removed by Owner under a separate contract.
- D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.08 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 – PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulation before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs or video.

3.02 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Facilities and Controls."

- B. Remove temporary barricades and protections where hazards no longer exist.

3.03 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically.
 - 2. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose off-site.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

3.04 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and recycle or legally dispose of them.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3.05 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SELECTIVE DEMOLITION

SECTION 31 20 00

EARTH MOVING

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Provide all labor, materials, equipment, services, etc. required to furnish and install all Earth Moving as indicated on the Drawings, specified herein, or otherwise required for a complete and proper job.
1. The Work shall include, but shall not necessarily be limited to:
 - a. Preparing subgrades for walks, pavements, turf and grasses and plants.
 - b. Subbase course for bituminous concrete walks and pavements.
 - c. Subbase course and base course for asphalt paving.

1.02 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in Work.
 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders or rock material that exceed 1 cu. yd. for footing, trench and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- J. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between subgrade and a concrete pavement or a concrete or hot-mix asphalt walk.
- K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- L. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.03 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
 - 1. Classification according to ASTM D 2487.
 - 2. Laboratory compaction curve according to ASTM D 1557.
- C. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.04 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- B. Pre-excavation Conference: Conduct conference at Project site.

1.05 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

New Hampshire Department of Natural and Cultural Resources
Fox Forest Paving

2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify "Dig Safe System" for area where Project is located before beginning earth moving operations.
 - C. Do not commence earth moving operations until temporary erosion and sedimentation-control measures, specified in Section 31 10 00 "Site Clearing," are in place.
 - D. Do not commence earth moving operations until plant-protection measures specified, are in place.
 - E. The following practices are prohibited within protection zones:
 1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Foot traffic.
 4. Erection of sheds or structures.
 5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
 - F. Do not direct vehicle or equipment exhaust towards protection zones.
 - G. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 – PRODUCTS

2.01 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups A-1, A-2-4, A-2-5, and A-3 according to AASHTO M 145, or a combination of these groups; free of rock or gravel larger than 3-inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, or a combination of these groups.
 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: NHDOT Item 304.2.
- E. Base Course: NHDOT Item 304.3.

New Hampshire Department of Natural and Cultural Resources
Fox Forest Paving

- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2 inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of crushed stone or crushed and uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2 inch sieve and 0 to 5 percent passing a No. 8 sieve.
- I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- J. Sand: ASTM C 33; fine aggregate.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.02 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.03 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.04 SUBGRADE INSPECTION

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the pavements with a pneumatic-tired and loaded 10-wheel, tandem axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 30 mph.
 - 2. Excavate soft spots, unsatisfactory soils, and areas of excessive bumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Authorize additional excavation and replacement material that will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.05 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.06 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under building slabs, use engineered fill.
 - 5. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.07 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.08 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to AASHTO T 191, AASHTO T 310:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12-inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under walkways, scarify and recompact top 6-inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
 - 3. Under turf or unpaved areas, scarify and recompact top 6-inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.09 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1-inch.
 - 2. Walks: Plus or minus 1-inch.
 - 3. Pavements: Plus or minus 1/2-inch.

3.10 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
 - 1. Place base course material over subbase course under hot-mix asphalt pavement.
 - 2. Shape subbase course and base course to required crown elevations and cross-slope grades.
 - 3. Place subbase course and base course 6-inches or less in compacted thickness in a single layer.
 - 4. Place subbase and base course that exceeds 6-inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6-inches thick or less than 3-inches thick.
 - 5. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to AASHTO T 191, AASHTO T 310.
- C. Pavement Shoulders: Place shoulders along edges of subbase course and base course to prevent lateral movement. Construct shoulders, at least 12-inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to AASHTO T 191, AASHTO T 310.

3.11 FIELD QUALITY CONTROL

- A. Special Inspections: Engage a qualified special inspector to perform the following special inspections:
 - 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 - 2. Determine that fill material and maximum lift thickness comply with requirements.
 - 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Testing agency will test compaction of soils in place according to AASHTO T 191, AASHTO T 310, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area, but in no case fewer than three tests.

- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify, and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.12 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.
 - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF EARTH MOVING

SECTION 31 25 00

EROSION CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Work covered by this Section includes the control of erosion, siltation, and sedimentation.

1.02 PROJECT REQUIREMENTS

- A. Take every reasonable precaution and do whatever is necessary to avoid any erosion and to prevent silting of rivers, streams, lakes, reservoirs, impoundments, wetlands, drainage ditches and swales.
- B. The exposure of uncompleted cut slopes, embankments, trench excavations, and site graded areas shall be kept as short as possible. Initiate seeding and other erosion control measures on each segment as soon as reasonably possible, and within 72 hours at a maximum.
- C. Adhere to any and all applicable local, state, and federal requirements and permits related to erosion control.

1.03 SEDIMENT CONTROL GUIDELINES

- A. New Hampshire Stormwater Manual, Volume 3 Erosion and Sediment Controls Curing Construction, New Hampshire Department of Environmental Services, latest edition.

1.04 SUBMITTALS

- A. General: Provide submittals in accordance with Specification 01 30 00
- B. The Contractor shall furnish to the Owner's designated engineering representative, in writing, its plan for controlling erosion and siltation before beginning construction work. Said plan shall also include the methods to be utilized for protecting and stabilizing steep slopes, stream banks, and channels which will be affected by the construction work.
- C. Where earth disturbance will exceed one acre, the Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) that conforms to the requirements of the US EPA National Pollution Discharge Elimination System (NPDES) Construction General Permit.
1. Contractor shall prepare and submit a Construction General Permit Notice of Intent form at least 14 days prior to beginning earth disturbance activities, and only after a SWPPP has been prepared. Earthwork shall not commence until the Contractor has received confirmation from EPA that said Contractor has obtained coverage under the Construction General Permit.
- D. The Contractor shall provide construction / erosion control monitoring as required by the SWPPP prepared for the Construction General Permit.

Part 2 – PRODUCTS

3.01 MATERIALS

- A. Dewatering Bag: "Dirt Bag" as manufactured by ACF or approved equal.

Fox Forest Paving

- B. Erosion Stone: Erosion stone shall be irregular in shape with approximately 50% of the mass having a minimum dimension between 6 inches and 8 inches, approximately 40% of the mass having a minimum dimension between 2 inches and 6 inches and the remainder of the mass composed of spalls.
- C. Matting for erosion control: Jute mat or excelsior mat.
- D. Hay Bales: Rectangular shaped bales of hay or straw weighing at least 40 pounds per bale and free from primary noxious weed seeds and rough or woody materials.
- E. Mulch: Cured hay free from primary noxious weed seeds and rough or woody materials.
- F. Seed: Seed for erosion control shall be 40% creeping red fescue, 40% Chewing's fescue, 10% Blue Sheep fescue, 10% Hard fescue at a rate of 120 pounds per acre. Any erosion control seeding required outside the seeding windows of April 1 to June 1 and August 15 to October 15 shall be reviewed and approved by the Owner's designated engineering representative and shall utilize an annual seed such as winter rye, with permanent seed mix applications done in the spring.
- G. Silt Fence: "EnviroFence" as manufactured by Mirafi, Inc. or approved equal.
- H. Wattles: "Sediment Log" as manufactured by the American Excelsior Company or approved equal.

PART 3 – EXECUTION

3.01 PERFORMANCE

- A. Erosion and sediment controls shall be operated to prevent violations of NH water quality standards (NH ENV-Ws 1700).
- B. Diverting Surface Water:
 - 1. Perform no earthwork in flowing waters. Build, maintain, and operate all cofferdams channels, flumes, slope drains, sumps, and other temporary diversion and protection works needed to divert stream flow, runoff, water from seeps in cut slopes, and other surface water through or around the construction site and away from the construction work while construction is in progress.
 - 2. Protect areas where existing stream banks are to be excavated by constructing hay bale dikes at the top of slope to divert storm runoff from the disturbed area and at the toe of the slope to retain sediments.
 - 3. A diversion shall outlet to a durable surface that prevents erosion at the point of discharge.
 - 4. Contain turbid discharge from pumped dewatering operations by a filter bag or a dike located in an upland area at least 20 feet from surface waters or wetlands and constructed to prevent silt from entering the stream and to protect the area of the outlet pipe against erosion by flowing water by the construction of a rock or timber apron.
 - 5. Prior to removal of all sediment control dikes, remove all retained silt, filter bags or other materials at no additional cost to the Owner.
- C. Erosion Prevention Provisions:
 - 1. Limit period of time that disturbed soils are exposed to precipitation.

Fox Forest Paving

- a) Apply stabilization measures within 72 hours of completing earth disturbing measures.
2. Apply matting to seeded slopes steeper than 3:1. Apply mulch to all other seeded slopes.
3. Mulch:
 - a) Undertake immediately after each area has been properly prepared.
 - b) Place mulch on the seeded areas immediately after seeding.
 - c) Apply hay that has been thoroughly fluffed at approximately, but not to exceed, 2 tons per acre unless otherwise ordered.
4. Matting:
 - a) Place strips lengthwise in the direction of the flow of water.
 - b) Where strips are laid parallel or meet as in a tee, overlap at least 4 inches.
 - c) Ends: Overlap at least 6 inches, shingle fashion.
 - d) The up-slope end of each strip of the matting shall be turned down and buried to a depth of not less than 6 inches with the soil firmly tamped against it.
5. Install rock check dams, hay bale check dams, or other temporary grade control structures in swales and temporary channels that receive concentrated flow.

D. Sediment Control Provisions:

1. Install silt fence and other perimeter controls at early stages of earth disturbance. As shown on plans and as directed by the Owner's engineering representative. Avoid usage where concentrated flow may occur. Back up silt fence with wire backing or hay bales as needed.
2. Install coarse stone tracking pad at site exit to prevent sediments from being tracked onto pavement by construction vehicles. Supplement with street sweeping.
3. Avoid interim grading that concentrates runoff to unstable ground or channels. Utilize temporary water bars or other methods to interrupt long flowpaths on unfinished roads and convey runoff to stable upland areas.
4. Install temporary sediment basins in swales and temporary channels that receive concentrated flow. Locate for convenience of frequent maintenance, but do not site in areas where inadvertent basin breaching would cause safety hazards, property damage, or result in preventable environmental impacts.
5. Place erodible material stockpiles on level ground and away from drainage channels. Install silt fence along downgrade perimeter of stockpiles between pile and nearest surface water or wetlands.

E. Winter Erosion Control

1. All proposed vegetative areas which do not exhibit a minimum of 85% vegetative growth by October 15, or which are disturbed after October 15, shall be stabilized by seeding and installing erosion control blankets on slopes greater than 3:1, and seeding and placing 3 to 4 tons of mulch per acre, secured with anchored netting, elsewhere. The installation of erosion control blankets or mulch and netting shall not occur over accumulated snow or frozen ground and shall be completed in advance of thaw or spring melt events.
2. All ditches or swales which do not exhibit a minimum of 85% vegetative growth by October 15, or which are disturbed after October 15, shall be stabilized temporarily with stone or erosion control blankets appropriate for the design flow conditions.
3. After November 15, 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.

New Hampshire Department of Natural and Cultural Resources
Fox Forest Paving

3.02 MAINTENANCE

- A. Maintain all temporarily stabilized surfaces until they are stable.
 - 1. Repair rills that form on gravel stabilized roadways until paving occurs.
 - 2. Apply supplemental seed, fertilizer and lime as needed to achieve final stabilization defined by NHDES as 85% vegetative growth.
- B. If any matting staples become loosened or raised or if any matting becomes loose, torn, or undermined, make satisfactory repairs immediately.
- C. Maintain areas mulched or matted, with no extra compensation, until the completion of the Contract.
- D. Maintain siltation fence by checking the installation for fallen segments and keep build-up of silt to less than 50% of its height.
- E. Check all sediment capturing devices at a regular frequency, after storms, and as dictated by applicable permits. Remove sediments from sediment capturing features when 50% of the devices' volume is occupied by sediment and prior to anticipated large storms.
 - 1. Place sediments cleaned from basins and other devices in upland areas and out of drainage paths.

3.04 REMOVAL OF TEMPORARY WORKS

- A. Remove or level and grade to the extent required to present a sightly appearance and to prevent any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.

END OF SECTION 31 25 00

SECTION 31 11 00

BASE COURSES (PAVEMENT)

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This Section specifies requirements for the preparation of the subgrade for and placement of granular base course materials for pavement areas.
- B. The work includes:
 - 1. Fine grading and compaction of pavement subgrade.
 - 2. Furnishing, placing and compacting of base course materials.

1.02 RELATED SECTIONS

- A. Other specification Sections which directly relate to the work of this Section include:
 - 1. Section 31 20 00 – Earth Moving
 - 2. Section 32 11 35 – Reclaimed Pavement Base
 - 3. Section 32 12 25 – Asphalt Paving

PART 2 – PRODUCTS

2.01 GRANULAR BASE COURSE FOR PAVEMENT

(NHDOT Item 304.4 – Crushed Stone (FINE))

- A. Granular base course shall conform to the requirements of Section 31 20 00 – EARTH MOVING.

PART 3 – EXECUTION

3.01 SUBGRADE PREPARTION

- A. All subsurface utility construction shall be completed before fine grading is begun.
- B. The pavement and curb subgrade shall be fine graded to the location, elevations and cross slope shown in the Drawings using gravel for final adjustments.
- C. Subgrades in in-situ soils in excavation areas and in embankment areas shall be compacted during fine grading to 90 percent of maximum dry density in conformance with Section 31 20 00 – EARTH MOVING.

3.02 GRANULAR BASE COURSE MATERIAL PLACEMENT

- A. Granular base course material shall not be placed until the Engineer, Architect or Geotechnical Consultant has approved the fine grading, compaction, and condition of the subgrade material.
- B. Granular base course material shall be spread on the approved subgrade in layers not exceeding four inches (4”) in thickness by approved self-spreading equipment. Any displacement of the subgrade material by equipment shall be restored to the required grade and recompacted before placement of the base material.

New Hampshire Department of Natural and Cultural Resources
Fox Forest Paving

- C. Granular base course material shall be compacted to 95 percent of dry density in conformance with Section 31 20 00 -EARTH MOVING.
- D. The surface of the granular base course material shall be fine graded to the proposed location, elevations, and cross slope shown on the Drawings during final layer compaction operations.

END OF SECTION 32 11 00

SECTION 32 11 35

RECLAIMED PAVEMENT BASE

Part 1 – GENERAL

1.01 DESCRIPTION

- A. This Section specifies requirements for construction of pavement base course material from reclaimed existing bituminous concrete pavements and underlying granular soil.
- B. The work includes:
 - 1. Pulverization of the existing bituminous concrete.
 - 2. Mixing of pulverized materials with existing and added granular materials as required to meet the gradation requirements.
 - 3. Grading and compaction of the reclaimed material to the lines and grades shown on the Drawings.
 - 4. Removal and proper disposal of excess material.

1.02 RELATED SECTIONS

- A. Sections which directly relate to the work of this Section include:
 - 1. Section 31 20 00 – EARTH MOVING
 - 2. Section 32 11 00 – BASE COURSES (PAVEMENTS)

1.03 REFERENCE STANDARDS

- A. References herein are made to the following ASTM Standards and all work shall conform to the latest edition.
 - 1. D1188 Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples.
 - 2. D1556 Standard Test Method for Density and Unit Weight of Soil in Placed by the Sand-Cone Method.
 - 3. D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lb/ft³ (2,700 kN-m/m³))
 - 4. D2167 Standard Test Method for Density and Unity Weight of Soil in Place by the Rubber Balloon Method.
 - 5. D5195 Standard Test Method for Density of Soil and Rock In-Place at Depths Below Surface by Nuclear Methods.
 - 6. D6938 Standard Test Method for In-Place Density and Water Content and Soil-Aggregate by Nuclear Methods (Shallow Depth).
- B. Regulatory Requirements: Comply with federal, state, and local regulating for crushing, processing, reuse and disposal of asphalt pavement, brick, and concrete rubbles.

Fox Forest Paving

PART 2 PRODUCTS

2.01 EXISTING

- A. All existing bituminous concrete, pavement, sidewalk, berm and curb shall be pulverized and incorporated in the reclaimed base material.

2.02 GRADATION

- A. Reclaimed Stabilized Base (NHDOT 306): The reclaimed material shall meet the following gradation requirements:

<u>Sieve Designation</u>	<u>Percentage Passing by Weight</u>
3 inch	100
1-1/2 inch	80-100
¾ inch	55-90
No. 4	40-70

- B. Materials required for blending to meet gradation requirements shall be crushed stone, gravel, and sand aggregates.
- C. Crushed Stone (fine) (NHDOT 304.4) shall conform to the requirements of Earth Moving Section 31 20 00 modified to have a maximum size of 1-1/2 in.

PART 3 – EXECUTION

3.01 GENERAL

- A. The existing bituminous concrete and underlying soil shall be pulverized and blended to the limits and depths shown on the Drawings.
- B. Crushed Stone (Fine) (NHDOT 304.4) shall be used when supply of reclaimed base material is insufficient for the required pavement base. Apply and compact in layers not exceeding 6 inches, measured loose.

3.02 PULVERIZING

- A. The Contractor shall provide a list of the specific equipment to be used in the performance of this work. The equipment shall include a pavement and base reclaimer capable of pulverizing material to meet gradation requirement and mixing to a minimum width of 6 feet and to the depth required.

3.03 LINES AND GRADES

- A. The existing pavement materials shall be pulverized, blended, spread and compacted to the lines, grades and thickness shown on the Drawings.

3.04 STRUCTURES

- A. The Contractor shall determine the exact location of structures and all obstructions that may affect the reclaiming operation. Utility structure castings and masonry shall be removed to a depth below the proposed reclaim depth and covered with steel plates.

Fox Forest Paving

3.05 PROCESSING

- A. If additional materials are required to meet gradation requirements, they shall be placed over the entire area and uniformly blended with the pulverized base prior to grading and compacting.

3.06 WEATHER LIMITATIONS

- A. Work will not be permitted when temperatures are less than 35 degrees F, nor when the subgrade is frozen or excessively wet.

3.07 GRADING AND COMPACTING

- A. The reclaimed material shall be moved aside, and the ground graded to the proposed subgrade elevations.
- B. The subgrade shall be proof rolled with a minimum of six passes of an approved roller to compact all loose material.
- C. The reclaimed base material shall be uniformly spread on the prepared subgrade and compacted to the density requirements in Section 31 20 00 – EARTH MOVING. Water shall be applied as required to achieve optimum moisture content during compaction.

3.08 THICKNESS

- A. The Contractor shall demonstrate to the Engineer or Project Manager that the thickness of the compacted base course, as determined at intervals of no more than 20,000 square feet, meets the required thickness. If the actual thickness is one inch (1 in.) or more less than the required thickness, the Contractor shall make the necessary corrections.

3.09 CONTAMINATION

- A. Should the subgrade material become churned-up or mixed with the reclaimed base course material at any time, the Contractor shall, without additional compensation, remove the contaminated mixture. The Contractor shall add new base material and reshape and recompact the subgrade. Base course material shall be replaced and compacted to proposed grades.

3.10 TOLERANCES

- A. The final surface of the reclaimed base course shall be fine graded to produce a surface elevation not more than one-quarter inch (1/4 in.) above or below the proposed grade at any location. If, after approval, the base course becomes displaced or disturbed, the Contractor shall repair the damage then regrade the base. All repaired sections shall be recompact to the required density.

3.11 EXCESS MATERIAL

- A. The Contractor shall dispose of the excess reclamation material legally off-site.

3.12 UNSUITABLE MATERIAL

- A. Rocks greater than 3 inches in diameter in the reclamation material shall be removed. The Contractor shall be aware that patches of cement concrete may exist in collars around castings, previous utility repairs, and curb trenches. The concrete shall be considered as unsuitable material and shall be removed from the site.

New Hampshire Department of Natural and Cultural Resources
Fox Forest Paving

3.13 FIELD QUALITY CONTROL

- A. An independent testing laboratory selected and paid for by the Contractor and approved by the Owner, shall be retained to perform construction testing of in-place base courses for compliance with requirements for thickness and gradation.
- B. The following tests shall be performed on each type of material used as base course material:
 - 1. Moisture and Density Relationship: ASTM D1557.
 - 2. Mechanical Analysis: AASHTO T-88.
 - 3. Base material thickness: One test for each 20,000square feet in-place base material area.
 - 4. Base material compaction: One test in each lift for each 20,000 square feet in-place base material area.
- C. The testing laboratory will prepare test reports that indicated test locations and test results. The Engineer and Contractor will be provided with copies of reports within 96 hours of the time the test was performed. If a test indicates the material does not meet the specified requirements, the Engineer and Contractor will be notified immediately by the independent testing laboratory.

END OF SECTION 32 11 35

SECTION 32 12 15

ASPHALT PAVING

PART 1 – GENERAL

1.01 DESCRIPTION

- A. General: Work under this Section consists of providing asphalt paving complete, as indicated on the Drawings and as specified herein including:
1. Furnishing hot mix asphalt (HMA) pavement (note – on the Drawings, this is also referred to as ‘bituminous concrete paving’) composed of mineral aggregate, reclaimed asphalt pavement (RAP), asphalt binder material, and an anti-strip additive (if required), that are mixed in a central mixing plant and then placing the mix on a prepared course in accordance with these specifications and conformance to the lines, grades, thicknesses and typical cross sections as shown on the Drawings or as directed by the Owner’s Project Manager.
- B. The work includes:
1. Preparation for HMA paving and furnishing and installing HMA.
 2. HMA overlays over existing pavement, including surfaced preparation, and leveling courses, tack coating and all other associated operations required.
 3. Saw cutting existing pavements.
- C. Acceptance: The acceptance of plant produced material for gradation, asphalt content, and air voids may be determined by the Owner in accordance with the requirements of the section on ACCEPTANCE CRITERIA , herein specified.

1.02 RELATED SECTIONS

- A. Sections that directly relate to the Work of this Section include:
1. Section 31 20 00 – EARTH MOVING
 2. Section 31 11 00 – BASE COURSES (PAVEMENTS).
 3. Section 32 11 35 – RECLAIMED PAVEMENT BASE.

1.03 REFERENCE STANDARDS

- A. References herein are made in accordance with the listed specific standards of the following organizations and work under this Section shall conform to the latest editions, unless modified by these Specifications.
1. American Association of State Highway and Transportation Officials (AASHTO).
 2. ASTM International (ASTM).
 3. Asphalt Institute (AI).
 4. U.S. Department of Transportation Federal Highway Administration (FHWA).

New Hampshire Department of Natural and Cultural Resources
Fox Forest Paving

5. New Hampshire Department of Transportation (NHDOT) 'Standard Specifications for Road and Bridge Construction', latest edition (NHDOT Specifications).
6. Northeast Transportation and Certification Program (NETTCP).

1.04 SUBMITTALS

- A. Job Mix Formula (JMF): No HMA shall be produced until a JMF has been submitted by the Contractor and reviewed by the Owner's Representative.
- B. JMF Submittal: The job mix formula shall be submitted in writing by the Contractor at least 30 days prior to the start of paving operations and shall include as a minimum:
 1. Percent passing each sieve size.
 2. Percent of asphalt binder.
 3. Performance graded asphalt binder certified test results and Materials Certificate certifying the PG grade, including source and location.
 4. Mixing temperature.
 5. Compaction temperature.
 6. Percent anti-stripping additive.
- C. JMF Types: The JMF shall identify the various types of asphalt paving (i.e., binder course, wear course, sidewalk, etc.) required for the work and shall indicate minimum criteria listed above for each type of asphalt.

1.05 WEATHER LIMITATIONS

- A. General: Construct pavement when atmospheric temperature is above 40 degrees F for courses greater than or equal to 1 ¼ inch in compacted depth and above 50 degrees F for courses less than 1 ¼ inch in compacted depth, when the base is not frozen, and when there is not any film of water (free standing water) on the base to be paved.
- B. Mix Temperature: The required temperature of the HMA mixture, within a tolerance of plus or minus 15 degrees F, when delivered at the site, will be governed by the temperature of the base upon which the mix is placed, as follows:

TABLE 1

Base Temp Degrees F	Required Material Temperature in Degrees F for Course Thickness in inches			
	1"	1 ½"	2"	3" and greater
35 - 40	-	305	295	280
41 - 50	310	300	285	275
51 - 60	300	295	280	270
61 - 70	290	285	275	265
71 - 80	285	280	270	265
81 - 90	275	270	265	260
91 and over	270	265	260	255

- C. Tack Coat: The emulsified asphalt tack coat shall be applied only when the ambient temperature is above 40 degrees F, and when the temperature has been above 35 degrees F for 12 hours immediately prior to application. Do not apply when the base is wet, contains excess moisture, or during rain.

New Hampshire Department of Natural and Cultural Resources
Fox Forest Paving

- D. Schedule: Wearing course shall not be scheduled for placement after October 1st or before April 1st of any year without written approval by the Engineer or Owner's representative.

1.06 COORDINATION

- A. The Contractor shall coordinate paving with all other work, especially underground utility construction, to prevent covering up unfinished or uninspected work and loss of time or labor by improper scheduling. Any repaving required shall be done at no cost to Owner.

1.07 PAVEMENT WITHIN A PUBLIC RIGHT OF WAY

- A. The construction of all pavements within public rights-of-way shall be in accordance with the rules, regulations and requirements of the public agency having control and ownership of such rights-of-way.

Part 2 PRODUCTS

2.01 MATERIAL

- A. Aggregate: Shall be from a State-approved source for the production of HMA. The portion of the materials retained on the #4 sieve (4.75 mm) shall be known as "coarse aggregate," the portion passing the #4 sieve and being retained by the #200 sieve (0.075 mm) as "fine aggregate," and the portion passing the #200 sieve as "mineral filler."
- B. Recycled Asphalt Pavement (RAP): The use of a maximum of 1.5% recycled asphalt pavement (RAP) will be allowed in HMA.
 - 1. The coarse aggregate in the RAP shall be crushed stone and the top-size shall not exceed the maximum aggregate size established by the JMF. The final HMA mixture containing RAP shall conform to all the specification requirements contained herein.
- C. Asphalt Binder: the performance grade asphalt binder (PGAB) shall be as follows:
 - 1. The asphalt binder shall be a PG 64-28.
 - 2. Blending of PGAB from different suppliers is strictly prohibited.
- D. Tack Coat: Emulsified asphalt: AASHTO M 140/ASTM D997 or AASHTO M 208/ASTM D2397, RS-1 or CRS-1, CSS-1, Css-1h, SS-1, SS-1h.
- E. Anti-stripping Additive: When required, the additive shall be incorporated and thoroughly dispersed in the asphalt binder material in an amount equal to the percent by weight established by the job mix formula. The treated composite mixture shall have a minimum tensile strength ratio (TSR) of not less than 75 when tested in accordance with AASHTO.
- F. Hot Mix Asphalt: Plant mix may be composed of a homogeneous mixture of aggregate, filler if required, asphalt binder, and/or additives, combined to meet the composition limits by weight and other characteristics as specified. The several aggregate fractions shall be sized, uniformly graded and combined in such proportions that the resulting mixture meets the grading requirements of Section 401 (Pavements) of the NHDOT Standard Specifications.
 - 1. The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in the NHDOT Standard Specifications when tested in accordance with AASHTO Standards T27 and T11.

New Hampshire Department of Natural and Cultural Resources
Fox Forest Paving

2. The aggregate, as selected and blended, shall have a gradation within the limits designated in the NHDOT Standard Specifications and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice-versa, but shall be well graded from coarse to fine.
3. The asphalt binder content of the mixture shall be calculated on the percentage basis by weight of the total mix.
4. The maximum size aggregate used shall not be more than one-half of the thickness of the compacted course being constructed on a prepared surface or that which can be placed to achieve specification requirements. The maximum size is defined as one sieve size larger than the nominal maximum size. The nominal maximum size is defined as one sieve size larger than the first sieve to cumulatively retain more than 10 percent.

G. Additional criteria

1. The mixtures shall also conform to the following:

TABLE 2 – MINIMUM PERCENT VOIDS IN MINERAL AGGREGATE

US Standard Sieve Designation	Nominal Maximum Particle Size		Minimum Voids in Aggregate
	Inches	mm	Percent
1/2	0.5	12.5	16
3/4	0.75	19.0	15
1	1.0	25.0	14

2.02 HMA FOR SIDEWALKS

- A. HMA for sidewalks shall conform to the requirements of Section 608 (Sidewalks) of the NHDOT Standard Specifications.

2.03 HMA FOR CURBING

- A. HMA for curbing shall conform to the requirements of Section 609 (Curbs) of the NHDOT Standard Specifications.

2.04 PAVEMENT MARKINGS

- A. Pavement markings shall conform to the NHDOT Standard Specifications for Road and Bridge Construction, and the Manual of Uniform Traffic Control Devices, current Edition.
- B. Pavement markings shall be paint of a type approved for the use by the New Hampshire Department of Transportation (NHDOT).

Part 3 – EXECUTION

3.01 GENERAL

- A. The Contractor shall install all pavements in the location and to the grades shown on the Drawings or approved by the Owner. The type and thickness of pavement courses shall be as shown on the drawings.
- B. Maintain equipment in satisfactory operating condition and correct breakdowns in a manner that will not delay or be detrimental to progress of paving operations.

New Hampshire Department of Natural and Cultural Resources
Fox Forest Paving

3.02 PREPARATION

- A. Proof roll prepared base material surface to identify areas requiring removal and recompaction, and to provide a uniform degree of compaction over the entire pavement area.
- B. Do not begin paving work until deficient base material areas have been corrected and are ready to receive paving. The Contractor shall give 48 hours prior notice before placing HMA. The owner reserves the right to inspect and approve the finished base upon which HMA is to be placed.
- C. Check all frames, covers, grates, water valve boxes, and other miscellaneous castings that are located in the proposed pavement areas to ensure that all have been correctly positioned and set to the proper slope and elevation.
- D. All vertical surfaces of structures and existing concrete surfaces in contact with new hot mix asphalt pavement shall be painted with a uniform coating of an approved tack coat material. Extreme care shall be exercised in the application of this material to prevent splattering or staining of surfaces that will be exposed after the paving is completed. Surfaces that are stained as a result of the Contractor's operations shall be repaired or replaced by the Contractor at no additional cost to the Owner.
- E. All existing paved surfaces to be overlaid shall be thoroughly cleaned by a self-propelled sweeper. Areas inaccessible by power sweeper shall be broom swept until the pavement surface is clean.

3.03 APPLICATION

- A. Tack Coat: An emulsified asphalt tack coat shall be applied to contact surfaces of all cement concrete and other surfaces abutting or projecting into pavement.
 - 1. Apply tack coat to existing pavement surfaces to receive HMA overlay at a rate of 0.03 to 0.06 gallons per square yard of residual asphalt on the surface.
 - 2. When the intermediate (binder) course pavement is exposed to construction and/or local traffic for more than 30 days or when the surface becomes contaminated with silt, a tack coat shall be applied prior to the surface course pavement at a rate of 0.03 to 0.06 gallons per square yard of residual asphalt on the surface.
 - 3. Tack coat shall be allowed to cure from brown to black prior to receiving paving.
- B. Weather Limitations: The hot mix asphalt shall not be placed when weather conditions of fog or rain prevail or when the pavement surface or base shows signs of free moisture (film of water). When the surface temperature of the underlying course is less than 50 degrees F (10 degrees C), the Contractor shall determine the time available for compaction, taking into consideration the air temperature, wind speed, sky conditions, mix delivery temperature, and ground or base temperature. Contractor shall not place hot mix asphalt when the time available or required for compaction will allow the temperature of the HMA to drop below specified levels.
 - 1. The Contractor shall not continue work when overtaken by sudden storms until the pavement surface shows no sign of free moisture. The material in transit at the time of shutdown will not be placed until the pavement surface shows no sign of free moisture, provided the mixture is within temperature limits as specified.

New Hampshire Department of Natural and Cultural Resources
Fox Forest Paving

3.04 HOT MIX ASPHALT PAVEMENT PRODUCTION AND PLACEMENT

- A. Asphalt Binder Material: The Contractor shall maintain documentation in the form of a Materials Certificate of each shipment. Material shall conform to the specification requirements for the applicable performance grade as specified herein.
- B. Job Mix Formula (JMF): No HMA shall be produced until a JMF has been submitted by the Contractor and approved by the Owner. A separate job mix formula shall be submitted for each mixture and each approved RAP stockpile (the stockpile shall be of a uniform quality throughout).
 - 1. The approved JMF for each mixture shall be in effect until modified in writing by the Contractor. Should a change in sources of materials be made a new JMF must be developed and approved before the new material is used.
- C. Sampling: Sampling and testing may be performed by the Owner to assure conformance with these specifications. Contractor shall make materials available for sampling by Owner.
- D. JMF Tolerances: The job mix formula with the allowable tolerances stated in the Standard Specifications shall govern the production limits. Minimum liquid asphalt contents shall be within the limits stated in the NHDOT Standard Specifications.
- E. Hot Mix Asphalt Mixing Plants, Haul Vehicles, Pavers and Compactors: Shall conform to the NHDOT Standard Specifications unless modified herein.
- F. Hand Work: Whenever possible, all pavement shall be spread by a self-propelled finishing machine. At inaccessible or irregular areas, pavement may be placed by hand methods. If hand methods are used, the hot mixture shall be spread uniformly to the required depth with hot shovels and lutes. After spreading, the hot mixture shall be carefully smoothed to remove all segregated coarse aggregate and lute marks. Lutes used for hand spreading shall be of the type designed for this use. Material loads shall not be dumped faster than they can be properly spread. Workers shall not stand on the loose mixture while spreading.
- G. Paving Machine Placement: Upon arrival, the mixture shall be placed to the full width by a hot mix asphalt paver. The mixture shall be struck off in a uniform layer of such depth that, when the work is completed, it shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall be regulated to eliminate pulling or tearing of the hot mix asphalt mat. Unless otherwise permitted, placement of the mixture shall begin along the centerline of a crowned section or on the low side of areas with a one-way slope. The top course in larger parking areas shall be placed in the direction of surface water flow.
 - 1. No traffic will be permitted over freshly placed surface course material until the material has been compacted and allowed to cool to a temperature of 140 degrees F or less.
- H. Joints: Make joints between old and new pavements and between successive days' work to ensure continuous bond between adjoining work. Construction joints shall have the same texture, density, and smoothness as other sections of paving. Clean contact surfaces and apply tack coat to joint edges.

3.06 ROLLING AND COMPACTION

- A. The number, weight, and types of rollers and sequences of rolling operations shall be such that the required compaction and surface texture are consistently attained while the mixture is in a workable condition.

New Hampshire Department of Natural and Cultural Resources

Fox Forest Paving

- B. Compact mixture with hot hand tampers, hand rollers, or vibratory plate compactors in areas inaccessible by self-propelled rollers.
- C. Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required with hot material.
- D. Follow breakdown rolling as soon as possible, while mixture is hot. Continue rolling until mixture has been thoroughly compacted.
- E. Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained specified density.
- F. Remove and replace paved areas mixed with foreign materials and any defective areas with fresh HMA top or intermediate course material, as required. Compact by rolling to specified density and smoothness.
- G. After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened. Erect barricades to protect paving from traffic.

3.06 HMA SIDEWALKS

- A. Forms: Where walls, curbing or other suitable permanent supports are not present, satisfactory forms shall be installed to assist in securing alignment and adequate compaction of the courses. All forms shall be removed after paving has been completed and the area backfilled and compacted.
- B. Placing HMA: The HMA walkway surface shall be laid in two courses to a depth after compaction of 2 ½ inches. The bottom course shall be 1 ¼ inches in thickness after compaction, and its surface after rolling shall be parallel to the proposed grade of the finished surface. The top course shall be 1 ¼ inches in thickness after compaction.
 - 1. Unless otherwise directed, the walkway shall have a 1.5% slope to provide for proper drainage and shall conform to handicap accessibility requirements.
 - 2. Spreading Mixture: The mixture shall be dumped, as needed, into a self-propelled sidewalk paver, or into wheelbarrows or an approved steel dump sheet outside the areas on which it is to be placed. The mixture shall then be immediately distributed into place by means of shovels and lutes into a uniformly loose layer to the full width required and of such depth that, when the work is complete, it shall conform to the grade and surface contour required.
 - 3. Rolling: The surface shall be rolled with a self-propelled tandem roller weighing not less than 1 ½ tons and not more than 5 tons. In places not accessible to a power roller, compaction shall be obtained by means of mechanical rammers or by hand tampers weighing not less than 50 lbs. and having a tamping face not exceeding 100 square inches.
 - 4. Testing Surface: When tested with a 10-foot straightedge placed parallel to the center line of the courses, there shall be no deviation from a true surface in excess of ¼ of an inch.

3.07 FIELD QUALITY ASSURANCE

- A. Independent Testing Laboratory, selected and paid for by the owner, may be retained to perform construction testing of in-place HMA courses for compliance with requirements for density, thickness, and surface smoothness.

New Hampshire Department of Natural and Cultural Resources
Fox Forest Paving

- B. Thickness: In-place compacted thickness shall not be less than the thickness specified on the Drawings. Areas of deficient paving thickness shall receive a tack coat and a minimum 1-inch compacted thickness overlay; or shall be removed and replaced to the proper thickness, at the discretion of the Owner, until specified thickness of the course is met or exceeded, at no additional cost to the Owner.
- C. Surface Smoothness: Testing may be performed on the finished surface of each course for smoothness, using a 10-foot straightedge applied parallel with, and at right angles to centerline of paved area. Surfaces may not be acceptable if they exceed the following tolerances for smoothness:
 - 1. Intermediate (binder) course: 3/8 inch.
 - 2. Top course: 1/4 inch.
- D. Compaction: The in-place compaction of each course shall be compacted to a density of at least ninety-two percent (92%) and no more than ninety-seven (97%) of the theoretical maximum specific gravity, AASHTO T 209, Type C, D, or E container.
 - 1. Areas of insufficient compaction shall be delineated, removed, and replaced in compliance with the specifications at no additional cost to the Owner.

3.08 MATERIAL ACCEPTANCE

- A. Acceptance Sampling and Testing; All acceptance sampling and testing necessary to determine conformance with the requirements specified in this Section may be performed by the Owner, or his representative.
 - 1. Plant Produced material: Plant produced material may be tested for gradation, asphalt content, and air voids on a random basis.
 - 2. Field Placed Material: material placed in the field may be tested for mat and joint density and compacted thickness on a random basis, in accordance with ASTM D3665.

3.09 ACCEPTANCE CRITERIA

- A. General: Acceptance will be based on the following characteristics of the hot mix asphalt and completed pavement on a material course:
 - 1. Hot Mix Asphalt Production
 - o Plant air voids
 - o Gradation
 - o Asphalt binder content
 - o Mixture temperature
 - 2. Hot Mix Asphalt Placement
 - o Mat density
 - o Joint density
 - o Thickness
 - o Inferior material
 - o Smoothness
 - o Grade
 - 3. Material not conforming to specification requirements shall be subject to corrective action, production suspension, rejection, removal or reduced payment as determined by the Owner.

New Hampshire Department of Natural and Cultural Resources
Fox Forest Paving

- B. Inferior Material: The Owner may at any time, notwithstanding previous acceptance, notify the Contractor of inferior material and recommend the rejection of any batch of HMA which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or improper mix temperature. Such recommendation may be based on only visual inspection or temperature measurements.
- C. Smoothness: The finished surfaces of the pavement shall be uniform in appearance, free from irregularities in contour and texture, and shall present a smooth-riding surface.
 - 1. Measurements should be made perpendicular and parallel to the paver passes at distances not to exceed 50 feet (15.2 m).
 - 2. When profile corrections are required, the Contractor shall use one or more of the following corrective methods:
 - a. Removing and replacing the entire pavement thickness.
 - b. Diamond grinding or micro-milling.
 - c. Overlaying (not patching) with the specified surface course.
 - d. Removing the surface by milling and applying lifts of the specified courses.
 - e. Use of other methods that will provide the desired results.
- D. Grade: The finished surface of the pavement shall not vary from the gradeline elevations and cross sections shown on the Drawings by more than ½ inch (12.7 mm). The Contractor shall remove deficient areas and replace with new material. Sufficient material shall be removed to allow at least 1.5 inches (37.5 mm) of hot mix asphalt to be placed. Skin patching for correcting low areas will not be permitted. High points may be ground off. The Contractor shall make tests for conformity with the specified crown and grade immediately after initial compaction. Any variation shall be corrected by the removal or addition of materials and by continuous rolling.
- E. Shaping Edges: While the surface is being compacted and finished, the Contractor shall carefully trim the unsupported outside edges of the pavement not receiving curbing. Edges so formed shall be beveled while still hot with the back of a lute or smoothing iron and thoroughly compacted by tampers or by other satisfactory methods.
- F. Corrective Methods: The corrective method(s) chosen by the Contractor shall be performed at the Contractor's expense, including all necessary equipment and traffic control.
 - 1. Areas of removal and replacement shall be removed the full width of the paver pass. The removal areas shall be reconstructed with a transverse butt joint, using a transverse saw cut perpendicular to the paver pass.
 - 2. Replacement materials shall be placed in sufficient quantity so the finished surface will conform to grade and smoothness requirements. The corrective area shall conform to all material and compaction specification requirements.
 - 3. When the corrective work consists of an overlay, the overlay shall cover those paver passes sufficient to correct the defects. The area overlaid shall be placed with a transverse butt joint using a transverse saw cut and asphalt removal.
 - 4. All materials shall meet contract requirements. The overlay shall be placed so the finished surface will conform to grade and smoothness requirements. The overlay area shall be compacted to the specified density.
 - 5. The Owner may retest any sections where corrections were made to verify that the corrections produced a surface that conforms to the grade and smoothness requirements.

New Hampshire Department of Natural and Cultural Resources
Fox Forest Paving

3.10 MEETING EXISTING PAVEMENTS

- A. General: Where new pavements will abut existing pavements, the Contractor shall saw cut the existing pavements to produce a uniform, smooth joint surface. Saw cutting of existing pavements shall be neat, straight and even lines, and done in a manner that prevents damage to the pavement to remain.
- B. Full-Depth Pavement: Saw cut by approved method to the full depth of the pavement prior to placement of any new pavement. The saw cut surface shall be a neat true line with straight vertical edges free from irregularities. The saw cut surface shall be tack coated immediately prior to the installation of the new abutting HMA material to provide a bond between the old and new pavements. The new compacted pavement surface shall be finished flush with the abutting pavement.
- C. HMA Overlays: The existing hot mix asphalt pavement shall be saw cut to a neat true line with straight vertical edges free of irregularities for a minimum depth of 1- ½ inches. Prior to completing overlays, existing pavements shall be tapered by grinding. The taper, along the entire length of the joint, shall be 1 ½ inches deep at the saw cut face and shall taper to zero inches deep toward the overlay at a distance of 6 feet for driveways and parking areas, and 12 feet in roadways and streets. The taper shall be cleaned and shall receive an asphalt emulsion tack coat immediately prior to placement of the overlay to bond the new pavement to the old pavement. The new compacted surface at the joint shall be flush with the abutting existing pavement.
 - 1. The surface seam of the pavement joint shall be sealed with tack coat and back sanded.

3.11 PAVEMENT MARKING APPLICATION

- A. Preparation: The Contractor shall clean the pavement of dust, dirt, old pavement markings, concrete curing compounds, and other foreign material which may be detrimental to the adhesion of the pavement marking materials.
- B. The material shall be applied to the pavement by equipment designed and manufactured specifically for the application of pavement marking.
- C. Paint markings shall be applied at a minimum thickness of 15 mil.
- D. Pavement markings shall be applied in accordance with the layout shown on the Drawings. No paint shall be applied to new bituminous pavement until the top course has cured at least one week.
- E. All parking stalls shall be white, 4" wide, single stripe, and shall be spaced equally. The lines indicated on the Drawings are on the center line of the stall markings.
- F. Where entire areas are to be cross hatched, the striping shall conform to the cross hatching shown on the Drawings. Indicate accessible parking stalls with a stencil-painted international symbol for accessible parking in blue paint.
- G. All parking stall markings shall be straight with sharp corners and clean edges. Directional arrows, cross hatching, lane divider stripes, stop lines and lettering shall be painted white to the size, length and spacing shown on the Drawings.
- H. All markings shall be applied in one coat with brush, spray, or marking machine over clean, dry pavement surfaces, when the atmospheric temperature is at or above 40 degrees F, and when

New Hampshire Department of Natural and Cultural Resources
Fox Forest Paving

the weather is otherwise favorable in the opinion of the Owner's designated engineering representative.

- I. Traffic shall not be permitted on the pavement until the paint is thoroughly dry.

END OF SECTION 32 12 15