

CIVILWORKS NEW ENGLAND

181 WATSON ROAD
P.O. BOX 1166
DOVER, NH 03821-1166
PHONE: 603.749.0443

Mast Landing Boat Launch Repairs Wolfeboro, New Hampshire

ADDENDUM 1

Date: November 22, 2023

To: Bidders

From: Duncan Mellor, PE
Principal Coastal Engineer

The Contract Documents, including official addenda, govern all aspects of the scope of the project. Discussions over the phone, or by e-mail are informational and informal only. Addendum 1 is a formal change/clarification to the Contract Documents, please confirm receipt and acknowledgment of all Addenda on Bid Proposal Form, page 00410-4.

The Town will be providing the precast concrete planks – attached please find a revised 00410 Bid Form with this clarification.

The NHDES Wetland permit has been issued and is attached. Please review all permit conditions as they will apply to site work performed on this project.

A revised Section 00800 Supplementary Conditions is also attached, reducing the minimum insurance limits, reflecting the smaller scale of this project.

Clarification Requests:

1. Q: *Drawing WF-4 labels the mid ramp repair as using precast or cast in place concrete, while drawing WF-5 says the owner will provide precast boat ramp planks.. Please clarify?*
A: The ramp repairs were permitted for either precast or cast in place concrete. It was later decided that the Town will purchase the precast planks in order to start manufacturing and reduce lead time.

 2. Q: *On drawing WF-5 the riprap notes list plank details?*
A: This was the intended riprap notes:
RIPRAP NOTES:
-
-

CIVILWORKS NEW ENGLAND

1. PROVIDE HARD DURABLE ANGULAR STONE TO INFILL VOIDS IN EXISTING RIPRAP APRON AND ALONG THE EDGES OF THE RAMP PLANKS AFTER BEING SET, FLUSH WITH TOP SURFACE OF RAMP.
 2. THE INTENT IS TO HAVE THE TOP SURFACE OF ALL RIPRAP REASONABLY FLAT AND SUITABLE FOR PASSAGE OF TRAILER WHEELS AND STONES WEDGED TOGETHER TO RESIST PROP WASH MOVEMENT.
3. Q: *Geotextile thickness?*
A: Black, non-woven geotextile 8 oz./SY weight.

End of Addendum 1

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Mast Landing Boat Launch Repairs
Wolfeboro, New Hampshire

00410 BID PROPOSAL FORM

To the Town of Wolfeboro, New Hampshire, herein called the Owner.

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. The Town will provide the precast concrete ramp planks for this project.
2. All interested in the Bid as Principals are named herein.
3. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
4. The bidder has carefully examined the site of the proposed work and fully informed and satisfied itself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the bidder has carefully read and examined the Drawings, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
5. The bidder understands that the quantities of work calculated in the Bid or indicated on the Drawings or in the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Owner. Any such changes will not result in or be justification for any penalty or increase in contract prices; and agrees that, if the Bid is accepted the bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefor the following item prices, to wit:

PROPOSAL FORM (continued)

ITEM #	EST. QTY.	UNITS	ITEM DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
1	1	Ls	Existing Docks & Ramp Removals Including lumber, piles, pile jackets, pavements, with disposal	\$ _____	\$ _____
2	1	Ls	Riprap apron repairs, including resetting, chinking, compaction, flat surface	\$ _____	\$ _____
3	1	Ls	Docks temporary supports install & remove	\$ _____	\$ _____
4	19	Ea	New PT timber pile caps	\$ _____	\$ _____
5	29	Ea	Timber dock piles	\$ _____	\$ _____
6	6	Ea	Fender rub strips, remove, replace	\$ _____	\$ _____
7	1	Ls	Temporary remove & reinstall decking for access	\$ _____	\$ _____
8	1	Ea	Add mid span shim/anchor bolt to cap at south dock concrete abutment	\$ _____	\$ _____
9	1	Ls	Install boat ramp planks incl. provide base, runners, fasteners, edge riprap	\$ _____	\$ _____
10	1	Ls	Granite curbing	\$ _____	\$ _____
11	470	Sf	Porous pavers with crushed stone base	\$ _____	\$ _____
12	1	Ls	Mobilization & erosion controls	\$ _____	\$ _____
13	1	Ls	Demobilization & cleanup	\$ _____	\$ _____

Total Base Bid:

\$ _____

The award will be based on the Base bid, or the Base Bid with any combination of Add Alternates the Town deems to be in its best interest.

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, the bidder will accept compensation as stipulated therein.

Date

Company

By: _____
Print Name

By: _____
Signature

Title: _____

Business Address

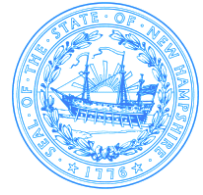
City, State, Zip Code

Telephone: _____

The Bidder has received and acknowledged Addenda No. _____ through _____.
All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

WETLANDS PERMIT-BY-NOTIFICATION AND NON-SITE SPECIFIC PERMIT 2023-03019

NOTE CONDITIONS

PERMITTEE: TOWN OF WOLFEBORO
PO BOX 629
WOLFEBORO NH 03894

PROJECT LOCATION 3 SILVER ST (OFF RT 28), WOLFEBORO
TAX MAP #190, LOT #108

WATERBODY: CRESCENT LAKE

APPROVAL DATE: NOVEMBER 15, 2023

EXPIRATION DATE: NOVEMBER 15, 2028

Based upon review of permit application 2023-03019 in accordance with RSA 482-A and RSA 485-A:17, the New Hampshire Department of Environmental Services (NHDES) hereby issues this Wetlands Permit-by-Notification and Non-Site Specific Permit (Wetlands PBN).

PBN DESCRIPTION:

Impact 2,565 square feet of bank in order to repair in kind an existing boat ramp and repair in kind existing docking structures 79 feet x 10 feet, 84 feet x 10 feet, and 20 feet x 6 feet along frontage on Crescent Lake in Wolfeboro.

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

1. In accordance with Env-Wt 307.16, all work shall be done in accordance with the approved plans dated October 9, 2023 by Civilworks New England, as received by the NH Department of Environmental Services (NHDES) on November 13, 2023.
2. This permit shall not be effective until it has been recorded in the [Enter County name] County Registry of Deeds and a copy of the recorded permit has been provided to the department as required pursuant to RSA 482-A:3, and Env-Wt 314.02.
3. Any subdivision of the property frontage will require removal of a sufficient portion of the docking structures to comply with the dock size and density requirements in effect at the time of the subdivision as required to maintain compliance with Env-Wt 314.02 and Env-Wt 513.12.
4. All portions of the docking structures shall be located at least 20 feet from the abutting property lines and no watercraft shall be secured to the docking facility such that it crosses over the imaginary extension of the property lines over the surface water as required by RSA 482-A:3, XIII.
5. The owner understands and accepts that should these docking structures be found to have an unreasonable impact on the ability of abutting owners to use and enjoy their properties or the public's right to navigation, passage, and use of the resource for commerce and recreation the structures shall be subject to removal pursuant to RSA 482-A:1, RSA 482-A:11,(2), and Env-Wt 513.03 (a).
6. Owners of permanent docking structures which are not maintained so as to be structurally sound and usable for their intended purpose shall remove those docking structures in accordance with Env-Wt 513.22(c), to prevent hazards to public safety, navigation, and recreation.
7. All development activities associated with any project shall be conducted in compliance with applicable requirements of RSA 483-B and Env-Wq 1400 during and after construction as required pursuant to RSA 483-B:3.

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

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

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

8. construction-related debris shall be placed outside of those areas subject to RSA 482-A or RSA-483-B unless a permit for the deposition of materials within those areas has been obtained as required per RSA 482-A:3 or RSA 483-B:5-b respectively.

9. No activity shall be conducted in such a way as to cause or contribute to any violation of surface water quality standards specified in RSA 485-A:8 or Env-Wq 1700.

10. Pursuant to RSA 482-A:14, RSA 482-A:14-b, and RSA 482-A:14-c, NHDES is authorized to take appropriate compliance actions should it be determined that, based upon additional information which becomes available, any of the structures depicted as "existing" on the plans submitted by or on behalf of the permittee were not previously permitted or grandfathered.

THIS PERMIT IS SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:

1. Pursuant to RSA 482-A:12, a copy of this permit shall be posted in a secure manner in a prominent place at the site of the approved project.
2. In accordance with Env-Wt 314.03(a), the permittee shall notify the department in writing at least one week prior to commencing any work under this permit.
3. In accordance with Env-Wt 314.03(b), the project must be constructed in accordance with the approved plans and specifications.
4. The permit holder shall ensure that work is done in a way that protects water quality per Env-Wt 307.03; protects fisheries and breeding areas per Env-Wt 307.04; protects against invasive species per Env-Wt 307.05; meets dredging activity conditions in Env-Wt 307.10; and meets filling activity conditions in Env-Wt 307.11.
5. In accordance with Env-Wt 307.13(d), work in jurisdiction must be located at least 10 feet from abutting property boundaries unless written permission is submitted.
6. In accordance with Env-Wt 309.09(a), all work authorized by this Wetlands PBN must comply with all applicable conditions specified in Rule Env-Wt 307 and the applicable provisions of Env-Wt 500, Env-Wt 600, or Env-Wt 900.
7. In accordance with Env-Wt 309.09(b) and subject to Env-Wt 309.10, after the completion of work authorized by this PBN no other work that would require any permit or other authorization under RSA 482-A or subtitle Env-Wt shall be undertaken on the subject property pursuant to another PBN or Expedited Minimum Impact Permit (EXP), or pursuant to a Statutory Permit-by-Notification (SPN), for a period of 12 months from the date the PBN was issued.
8. In accordance with Env-Wt 309.09(c) and Env-Wt 314.08, within 10 days following completion of the work covered by a Wetlands PBN, the person responsible for the project must submit to NHDES confirmation of completion of the project, either on paper or electronically, including photographs depicting the areas where the impact occurred and other information required under Env-Wt 314.08.
9. This Wetlands PBN does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others.
10. This Wetland PBN does not relieve the applicant from the obligation to obtain other local, state or federal permits, and/or consult with other agencies as may be required (including US EPA, US Army Corps of Engineers (USACE), NH Department of Transportation, NH Division of Historical Resources (NH Department of Cultural Resources), NHDES Alteration of Terrain, etc.).
11. In accordance with Env-Wt 314.06, transfer of this permit to a new owner will require notification to and approval by NHDES.
12. This project has been screened for potential impact to known occurrences of protected species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or only cursory surveys have been performed, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species. This permit does not authorize in any way the take of threatened or endangered species, as defined by RSA 212-A:2, or of any protected species or exemplary natural communities, as defined in RSA 217-A:3.
13. In accordance with Env-Wt 307.06(a) through (c), no activity shall jeopardize the continued existence of a threatened or endangered species, a species proposed for listing as threatened or endangered, or a designated or proposed critical habitat under the Federal Endangered Species Act, 16 U.S.C. §1531 et seq.; State Endangered Species Conservation Act, RSA 212-A; or New Hampshire Native Plant Protection Act, RSA 217-A.

14. Review attached sheet for status of the USACE's New Hampshire Programmatic General Permit.

APPROVED:



Matthew Faidell
Shoreland/Shoreline Specialist, Wetlands Bureau
Land Resources Management, Water Division

THE SIGNATURES BELOW ARE REQUIRED TO VALIDATE THIS PERMIT.

PERMITTEE SIGNATURE (required)

PRINCIPAL CONTRACTOR SIGNATURE (required)



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

**NOTICE TO RECIPIENTS OF
WETLANDS PERMIT-BY-NOTIFICATION**

Wetlands Permit-by-Notification (PBN) application 2023-03019 was approved by the New Hampshire Department of Environmental Services (NHDES). As it is a minimum impact project approved by the NHDES, it is automatically approved under the Army Corp's New Hampshire Programmatic General Permit (NH PGP).

For the purpose of the NH PGP, minimum impact projects do not include new construction of:

- Dams,
- Dikes,
- Water withdrawal of diversion projects which require fill in wetlands or surface waters,
- Wetlands restoration projects, or any projects which involve work in other than low flow conditions (July 1 – September 30), and
- Any projects involving more than 3,000 square feet of a water body or wetland fill and secondary impacts.

Additionally, projects that include the reconstruction or replacement of currently unserviceable structures/fills do not qualify as minimum impact projects. These projects must be reviewed through the screening procedures of minor or major impact projects, as applicable. The activities in section 10 waters not regulated by the Wetlands Bureau formerly authorized under the Nationwide Permit Program and listed in Appendix A of the NH PGP are designated non-reporting activities.

These approvals do not relieve permittees from obtaining any required local or other state permits.

If you have any questions, please contact the Wetlands Bureau at (603) 271-2147.

This notice was sent with a Wetlands Permit-by-Notification, permitting a minimum impact project.

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

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

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

Duncan Mellor

From: Faidell, Matthew <Matthew.P.Faidell@DES.NH.GOV>
Sent: Tuesday, November 21, 2023 2:46 PM
To: Duncan Mellor
Subject: RE: 2023-03019 permit conditions

Good afternoon Duncan,

To follow up with your previous email, these are the following property line setbacks as listed through NHDES rule:

Env-Wt 307.13 Property Line Setbacks.

- (a) As required by RSA 482-A:3, XIII(a), all boat docking facilities shall be at least 20 feet from the abutting property line, whether in tidal or in non-tidal waters.*
- (b) Subject to (c) and (d), below, dredging, filling, or construction activity within a jurisdictional area that is not covered by (a), above, that is covered by an LSA or for which an EXP or standard permit is required shall occur at least 10 feet from an abutting property line.*
- (c) The set-back established in (b), above, shall not apply to utility projects in a utility right-of-way if a boundary survey has been or will be completed prior to initiation of work.*
- (d) Subject to (e), below, if an applicant wishes to extend an activity that is covered by (b), above, closer than 10 feet to an abutting property line, the applicant shall obtain written consent from the affected abutter.*

These are general conditions that apply to new docking structures which does not apply to docking structures that are to be repaired in-kind. For your application, these will not apply to this project since this is a repair of a previously existing docking structure in which permission is not required from abutters within the 20-foot setback. Since this is a statutory requirement, these general conditions must be included in the application, even though this may not apply to your project specifically. As of right now, you are all set. If you have any other questions, feel free to reach out.

Thank you,

Matt Faidell, Shoreland Permitting Specialist
Shoreland Program, Land Resources Management
Water Division, NH Department of Environmental Services
Phone: (603) 271-0872
Email: Matthew.P.Faidell@des.nh.gov



From: Duncan Mellor <dmellor@civilworksne.com>
Sent: Monday, November 20, 2023 4:11 PM
To: Faidell, Matthew <Matthew.P.Faidell@DES.NH.GOV>
Cc: Steve Randall <srandall@wolfeboroh.us>
Subject: 2023-03019 permit conditions

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

SECTION 00800

SUPPLEMENTARY CONDITIONS

PART 1 AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

The address system used in the Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Delete paragraph 1.01A.38 in its entirety and insert the following in its place:

1.01A.38. Specifications – Sections included in the Project Manual.

SC-1.01A.40.

Insert the following at the beginning of the definition:

The Work required by the Contract has been completed except for work having a Contract Price of less than one per cent of the then adjusted total contract price, or

SC-1.01 Add the following language at the end of the last sentence of Paragraph 1.01.A.48:

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SC-1.01 Add the following new paragraphs after Paragraph 1.01.A.48:

1.01A.49. Property Owner – The individual or entity who owns the property upon which the Work is to be performed.

SC-1.01 Add the following new definition after paragraph 1.01A.49, of the General Conditions:

1.01A.50. Conditions of the Contract - The combined General Conditions and Supplementary Conditions.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01B Delete paragraph 2.01C in its entirety and insert the following in its place:

2.01B Evidence of Insurance: Within 3 days from the date of the Notice of Award, Contractor shall deliver to Owner, with a copy to Engineer, certificates of insurance (and other evidence requested by Owner) which Contractor is required to purchase and maintain in accordance with the requirements of Article 6. Contractor shall receive an original copy of the Contract/ Agreement.

SC-2.02 Delete paragraph 2.02A in its entirety.

SC-2.03A Delete paragraph 2.03A in its entirety and insert the following in its place:

2.03A Contract Time will commence on the date specified in the Notice to Proceed.

ARTICLE 3 –DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01 Replace paragraph 3.01E with the following paragraph:

3.01E In the event of conflicts, inconsistencies or discrepancies among the Contract Documents, to the extent applicable, the better quality or greater quantity of work shall be provided without change to the Contract Price. In the event of such conflicts, inconsistencies or discrepancies which do not relate to the quality or quantity of work, the Contractor shall request clarifications or interpretations from the Engineer as provided herein.

SC-3.01 Add the following new paragraph immediately after paragraph 3.01E:

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Delete paragraph 4.01A in its entirety and insert the following in its place:

4.01A The Contract Times will commence to run on the date specified in the Notice to Proceed.

SC-4.06 Add a new paragraph immediately after Paragraph 4.05 of the General Conditions which is to read as follows:

4.06 Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be

inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

- SC-5.03 Add the following new paragraphs immediately after paragraph 5.03B.3:
- 5.03C In the preparation of Drawings and Specifications, Engineer has relied upon the data obtained from observation prior pile driving suggesting adequate subsurface and latent physical conditions of the site. Such observational data are not part of the Contract Documents.
- 5.03C.1 The subsurface data are not guaranteed as to accuracy or completeness.
- 5.03C.2 Bidders are cautioned that the subsurface data have been utilized for general design purposes only. No explicit or implicit representation is made as to the nature of the materials which may be encountered below the surface of the ground.
- 5.03C.3 The making available of this subsurface data to Bidders is not intended to relieve them from their responsibility to familiarize themselves with subsurface and other site conditions.
- 5.03D The following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to the Owner. Copies of these items are attached.
- 5.03E The reports and drawings identified above are not part of the Contract Documents, but the Technical Data contained therein on which the Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.

Add a new paragraph immediately after Paragraph 5.03E of the General Conditions which is to read as follows:

5.03F. ENGINEER may check the lines, elevations, reference marks, batter boards, etc., set by the CONTRACTOR, and CONTRACTOR shall correct any errors disclosed by such check. Such a check shall not be considered as approval of CONTRACTOR's work and shall not relieve CONTRACTOR of the responsibility for accurate construction of the entire Work.

CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines and grades.

- SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:
A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
B. Not Used.

ARTICLE 6 - BONDS AND INSURANCE

- SC-6.01C Add the following new paragraph immediately after paragraph 6.01C:

6.01C.1 Bonding not required.

- SC-6.03 Add the following new paragraph immediately after paragraph 6.03B.3:

6.03B.4 Insurance certificate(s) shall also contain the following:

1. Confirmation that the General Liability policy covers only the Work under this Contract, with project specific limits.
2. Confirmation that automobile insurance covers all Scheduled, Hired and Non-Owned vehicles.
3. Names of all additional insureds as specified herein.

- SC-6.03 Add the words "and Paragraph 6.04" after the words "Paragraph 6.03" in Paragraph 6.03I.

- SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

6.03.K The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation

To be eligible to be awarded the contract to perform the work required, the Contractor must submit to the Town a current certification of Workers' Compensation Insurance in accordance with the provisions of New Hampshire law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

The Contractor and all Subcontractors shall procure and shall maintain during the life of this contract workers' compensation insurance as required by applicable state law. The Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance.

Limits of Liability: Coverage A - Statutory
 Coverage B - each accident \$100,000
 Disease – each employee \$100,000
 Disease – Policy Limit \$500,000.

2. General Coverage

To be eligible to be awarded the contract to perform the work required, the Contractor and all Subcontractors shall submit to the Town a current certificate of insurance for Commercial General Liability (to include contractual liability, explosion, collapse, and underground coverages); Comprehensive Automobile Liability (to include all motor vehicles including owned, hired, borrowed, and non-owned vehicles); Excess Liability; Property Liability (All risk including Theft & Fire), from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Limits of Liability: \$500,000 each occurrence bodily injury and property damage;
 \$1,000,000 general aggregate – include per project aggregate endorsement
 \$1,000,000 products/completed operations aggregate.
 \$1,000,000 combined single limit for bodily injury and property damage

3. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:

- a. Civilworks New England
 181 Watson Road
 Dover, NH 03801
- b. Town of Wolfeboro
 84 South Main Street
 Wolfeboro, NH 03894

4. The Town of Wolfeboro shall be named as an additional insured for on-going and completed operations on a primary and noncontributory basis by way of certificate of insurance and amendatory endorsement on all liability insurance policies required above.

SC-6.04 Delete paragraph 6.04 in its entirety and insert the following in its place:

6.04 Contractor shall purchase and maintain a separate Owner’s Protective Liability policy, issued to Owner at the expense of Contractor, including Owner and Engineer as named insureds. This insurance shall provide coverage for not less than the following amounts:

Bodily Injury	<u>\$500,000</u>	Each Occurrence
	<u>\$500,000</u>	Aggregate
Property Damage	<u>\$500,000</u>	Each Occurrence
	<u>\$500,000</u>	Aggregate

- A. Insurance coverage for the Contractor's Comprehensive General and Excess Liability policies and for the Owner's Protective Liability policy shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.
- B. The Owner's Protective Liability policy shall protect from claims which may arise from operations under the Contract, including operations performed for a named insured by independent contractors and general inspection or monitoring by a named insured. The policy also shall protect against Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Add the following new sentence immediately onto paragraph 7.02B

Regular working hours will be 7 am to 5 pm.

SC-7.02 Add the following new paragraph immediately after paragraph 7.02B.

7.02C Whenever Owner and/or Engineer shall notify Contractor in writing that any person on the Work appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the consent of Owner and/or Engineer.

SC-7.07 Delete paragraph 7.07B in its entirety and replace it with the following:

7.07B Not used.

SC-7.08 Delete the word "Owner" in the last sentence of Paragraph 7.08A and replace with the word "Contractor."

SC-7.08 Add the following new paragraph immediately after paragraph SC-7.08A:

7.08B The Owner has obtained or is obtaining prior to construction, the following permits and approvals for the Project. The Contractor is required to comply with the permit provisions. Copies of the permits are appended to this section.

- A. NHDES Wetlands Permit By Notification and Non-Site Specific Permit 2023-03019 with attachment indicating automatic Army Corps approval under the NHGP.

SC-7.18 Add the following new paragraph immediately after paragraph 7.18.C.

- 7.18D If, through acts of neglect on the part of Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against Owner on account of any such damage alleged to have been sustained, Owner shall notify Contractor, who shall indemnify, defend, and save harmless Owner against any such claim.

ARTICLE 9 OWNER'S RESPONSIBILITIES

SC – 9.03 Change second "Owner" to "Contractor."

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
1. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

Delete 11.04.C Delete this subsection " Contractor's Fee" in its entirety

SC-11.06 Insert the following sentence at the end of Paragraph 11.06.A.2:

If Engineer does not take action on the Change Proposal and neither Owner nor Contractor submit a letter to the other party indicating that the Change Proposal is deemed denied, then the Change Proposal shall be deemed denied after 60 days of Engineer's receipt of the Contractor's supporting data, thereby commencing the time for appeal of the denial under Article 12.

ARTICLE 13 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01.B1 Delete the word "superintendents" in the second sentence after the word "limitation."

SC-13.01 Delete paragraph 13.01B.5. in its entirety.

SC-13.01 Insert in the first sentence after the word "architects" the word "superintendents." in paragraph 13.01C.5:

SC-13.01 Add the following new paragraph immediately after paragraph 13.01C.5:

13.01C.6 Costs of or rental of small tools; costs of or rental of buildings.

SC-13.03 Delete Paragraph 13.03B in its entirety and replace it with the following:

13.03B Since subject to change upon determination of actual quantities, estimated quantities of items of Unit Price Work are not guaranteed and serve to facilitate comparison of Bids and to determine an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Insert after the word "notice" the words "(minimum 24 hours)" in paragraph 14.02A.

SC-14.03 Delete paragraph 14.03B in its entirety and replace with the following:

14.03B *Engineer's Authority:* At any time during the progress of the Work, Engineer shall have the authority to determine whether Work is defective, and reject defective Work, even though such work has been previously inspected and paid for.

SC 14.04A Add to the last sentence the following "as determined utilizing the dispute resolution provisions set forth in this agreement."

SC-14.06 Add the following new paragraph immediately after paragraph 14.06A.

14.06B If Owner stops work under Paragraph 14.06, Contractor shall not be entitled to an extension of Contract Time nor to an increase in Contract Price.

ARTICLE 15 - PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Insert the following sentence at the end of paragraph 15.01B.1:

The Certificate of Insurance for stored materials must list Civilworks New England and the Town of Wolfboro as additional insureds.

SC-15.01 Delete paragraph 15.01D.1 in its entirety and insert the following in its place:

15.01D.1 Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

SC-15.02A Amend Paragraph 15.02.A by striking out the following text:

"no later than seven days after the time of payment by Owner" and insert "no later than the time of payment by Owner."

SC-15.03 Delete the second sentence in Paragraph 15.03A in its entirety.

SC-15.03 Delete paragraph 15.03C in its entirety and insert the following in its place:

15.03C If, after consultation with Owner, Engineer considers and the Owner agrees that the Work is substantially complete, Engineer will prepare and deliver to Contractor, in a form approved by Owner, a Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be included with the certificate a list of items to be completed or corrected before final payment.

SC-15.03 Delete the word "preliminary" from paragraph 15.03D.

SC-15.04 Add the following new paragraph immediately after paragraph 15.04A.3:

15.04A.4 Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

Paragraph 15.04.A.4 shall be renumbered to 15.04.A.5

SC-15.06 Delete paragraph 15.06.D in its entirety and insert the following in its place:

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, or other time period in accordance with applicable laws and regulations, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

SC- 16.02 Add the following new paragraph immediately after paragraph 16.02.A.4:

16.02.A.5 If Contractor abandons the Work, or sublets this Contract or any part thereof, without the previous written consent of Owner, or if the Contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified.

16.03.A.1 Delete the following “, including fair and reasonable sums for overhead and profit on such work”

16.03.A.2 Delete the following “, plus fair and reasonable sums for overhead and profit on such expenses”

16.03.A.3 Delete it in its entirety.

16.04.B Delete the following in the first sentence “, including interest thereon”

16.04.B Delete the following in the second sentence “expenses or”

END OF SECTION

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