

**February 7, 2024**

## **INVITATION TO BID**

### **Implementation of Best Management Practices in Tuftonboro, NH**

The Lake Winnepesaukee Association (LWA) invites interested contractors to submit a proposal for the installation of stormwater management and erosion control measures at three (3) sites in Tuftonboro to reduce polluted stormwater runoff and nutrient loading to Lake Winnepesaukee.

The construction work must conform to the plans and specifications noted on the design plans titled MOULTONBOROUGH BAY 75% DESIGN SUBMISSION, TUFTONBORO, NH, and dated 08/2020. All work must be completed per the construction notes outlined on the plan and shall follow General Conditions, Division VI.

All proposals must be submitted on forms supplied by LWA and all costs submitted shall be broken down for each item. No additional compensation shall be made by the LWA. Payment for services rendered on this project will not be approved until completion of the work as approved by the Project Manager and the landowner. Questions concerning this project may be directed to Pat Tarpey, Project Manager, Lake Winnepesaukee Association, P.O. Box 1624, Meredith, NH 03253, 603-581-6632, [ptarpey@winnepesaukee.org](mailto:ptarpey@winnepesaukee.org). Two signed, original copies of the bid proposal must be provided to LWA by **4:00 pm on Friday, March 15, 2024**. This project is partially funded by a grant from the NH Department of Environmental Services (NHDES) through the Watershed Assistance Section with Clean Water Act Section 319 funds from the US Environmental Protection Agency (EPA).

The LWA reserves the right to reject any and all proposals not conforming to the "Scope of Work" and "Specifications" or deemed not to be in the best interests of LWA or the Town of Tuftonboro. The contractor may choose to provide costs for each of the Options listed in this proposal. The LWA may award the bid items at its discretion. LWA Project Manager, Tuftonboro, and NHDES staff will evaluate the bids. The contract shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. During bid evaluation, consideration shall be given to such matters as contractor integrity, record of past performance on similar projects, financial and technical resources or accessibility to other necessary resources.

A Pre-bid site meeting will be held at the Project MoB 1-12A location on New Road, Tuftonboro on **February 26, 2024 at 10:00AM** to view all 3 project locations (see map attached).

Any questions with respect to this invitation must be received, in writing at 1934 Lakeshore Road, Suite 207, Gilford, NH, by mail PO Box 1624, Meredith, NH 03253, or by email [ptarpey@winnepesaukee.org](mailto:ptarpey@winnepesaukee.org), to Pat Tarpey, Project Manager, no later than **5pm on March 1, 2024**. LWA will not respond to telephone inquiries about the Invitation to Bid.

A digest version of all questions and answers will be emailed to everyone that submits a question. Additional persons wishing to receive the digest version of all questions and answers should request a copy via email by contacting Pat Tarpey, [ptarpey@winnepesaukee.org](mailto:ptarpey@winnepesaukee.org) (Subject: "Tuftonboro BMPs RFB Digest Request"). The LWA shall distribute the **Q&A Digest by March 6, 2024**.

The successful contractor must submit proof of liability and worker's compensation within (5) five days of the bid award, as set forth in Division V of the "Specifications". If approved, the successful contractor should be available to start in April/May 2024.

## **Moultonborough Bay Watershed Management Plan Implementation Phase I**

Sealed Bid proposals must be clearly marked "Bid Proposal for the Implementation of Best Management Practices in Tuftonboro" and be received not later than **4:00 pm on Friday, March 15, 2024**, by mail to the LWA at P.O. Box 1624, Meredith, NH 03253 or hand delivered to the LWA office at 1934 Lakeshore Road, Unit 207, Gilford, NH. Emailed copies or faxed proposals will not be reviewed.

### **NON-DISCRIMINATION IN EMPLOYMENT**

Contracts for work under this proposal obligate the contractors and sub-contractors not to discriminate in employment practices.

Bidders shall, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of contract.

Successful bidders shall, if requested, submit a list of all subcontractors who will perform work on the project, and written signed statements from authorized agents of labor pools with which they will or may deal for employees on the work together with supporting information to the effect that such labor pools' practices and policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract or, a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish them prior to award of the contract.

Successful bidders must be prepared to comply in all respects with the contract provisions regarding non-discrimination.

### **BID AND CONTRACT SECURITY**

No Bidder may withdraw a Bid within 30 days after the actual date of opening thereof.

#### **Article 1 – Qualifications of Bidders**

- 1.01 No award will be made to any Bidder who cannot meet all of the following requirements:
  - A. Bidder shall not have defaulted nor turned the work over to the bonding company on any contract within three years prior to the bid date.
  - B. Bidder shall maintain a permanent place of business.
  - C. Bidder shall have adequate personnel and equipment to perform the work expeditiously.
  - D. Bidder shall have suitable financial status to meet obligations incidental to the work.
  - E. Bidder shall have appropriate technical experience satisfactory to Contract owner in the class of work involved.
  - F. Bidder shall be registered with the Secretary of State to transact business in New Hampshire.
  - G. Bidder shall not have failed to complete previous contracts on time, including approved time extensions.
- 1.02 To demonstrate Bidder's qualifications to perform the Work, within 5 days of Contract owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
  - A. Contractor shall provide a description of project examples that includes: type of work performed, project owner, total cost of contract and reference with telephone number. Contractor shall demonstrate past performance working on at least three projects within the last five years with satisfactory execution of the primary tasks listed in the project, including:

## **Moultonborough Bay Watershed Management Plan Implementation Phase I**

1. Strict environmental regulations in and around water bodies
  2. Construction of stormwater disposal and treatment structures
  3. Implementation and maintenance of erosion control measures
  4. Establishment of native grasses, shrubs, and trees.
- B. Contractor selection will be contingent upon positive responses from references provided for past relevant work.

### **Article 2 – Evaluation of Bids and Award of Contract**

- 2.01 Contract owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Contract owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Contract owner may also reject the Bid of any Bidder if Contract owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Contract owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 2.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 2.03 In evaluating Bids, Contract owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 2.04 In evaluating Bidders, Contract owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 2.05 Contract owner may conduct such investigations as Contract owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 2.06 If the Contract is to be awarded, Contract owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

## **SCOPE OF WORK**

The successful contractor shall provide all labor, materials and equipment to perform the work detailed on the design plans titled MOULTONBOROUGH BAY 75% DESIGN SUBMISSION, TUFTONBORO, NH, and dated 08/2020.

The 2020 Moultonborough Bay and Winter Harbor Watershed Management Plan identified 107 sites contributing excess nutrient loading to Lake Winnepesaukee. This project will implement 3 of the top 10 sites identified in the plan, resulting in a reduction of sediment and nutrient loading to Moultonborough Bay, Lake

## **Moultonborough Bay Watershed Management Plan Implementation Phase I**

Winnepesaukee by 28,000 lbs. of total suspended solids (TSS), and 13 lbs. total phosphorus (TP) annually. This reduction will achieve 32% of the target goal needed to meet the water quality goal set for Moultonborough Bay.

The overall project consists of implementation of best management practices at three sites in Tuftonboro, including site preparation, placement of materials, re-vegetation of the site and site finishing. The contractor must provide costs for all items within the project, as described below and as shown on the Plan or in specifications.

### **Site MoB 1-12A:** New Road Bioswales, Tuftonboro, NH

At approximately 1.8 miles, the Melvin River crosses New Road in the Town of Tuftonboro. Currently, unmitigated road runoff is severely eroding the eastern slopes around this culvert because it is at a lower elevation than New Road.

The design intent is to divert stormwater runoff off of New Road prior to reaching the headwall at the culvert crossing beneath New Road. To achieve positive drainage, the road shoulders must be stabilized and pitched off and away from the edge of pavement. Two bioswales are proposed to encourage drainage away from the culvert. Once positive drainage is achieved by embracing alternative low points for drainage relief off New Road, the eroded slopes at the headwall terminus' will be restored using biodegradable jute netting and native plug plantings.

Mitigation of this site is estimated to reduce sediment and nutrient loading to Melvin River by 20,400 lbs./yr. of total suspended solids and 10.2 lbs./yr. of total phosphorus.

### **Site MoB 1-01B:** Roadside rain garden off of Route 109, Tuftonboro

Currently, stormwater drains off of Route 109 and enters an existing catch basin, which via a closed pipe drainage system discharges directly into Moultonborough Bay prior to receiving any formal stormwater treatment. The design intent is to embrace stormwater flow patterns where they exist on-site to reduce earthwork and construction costs. As a result, available underutilized space within the public R.O.W will be retrofitted into a stepped rain garden. Stormwater will be directed into the drainage system via two paved inlet flumes and enter a sediment forebay for easy maintenance.

Based upon the total drainage area and associated land cover/runoff coefficients, the proposed drainage system is sized to collect and treat the 0.5-inch water quality volume. Mitigation of this site is estimated to remove 93% of TSS.

### **Site MoB 4-07:** Rain garden on Northwoods Road, Tuftonboro

The Northwoods Road is compacted gravel where an existing culvert crosses at the low point. Stormwater runoff generated within the drainage area flows toward the stream on either side of Northwoods Road. Previous efforts to control stormwater flow and prevent erosion were observed up-gradient of the proposed rain garden.

The design intent is to embrace stormwater flow patterns where they exist on-site to reduce earthwork and construction costs. A sediment forebay is proposed to provide pretreatment and easy maintenance, which will overflow into a shallow, linear rain garden sized to treat 0.5-inch water quality volume.

Mitigation of this site is estimated to reduce sediment and nutrient loading to Moultonborough Bay by 7,500 lbs./yr. of total suspended solids and 3.2 lbs./yr. of total phosphorus.

## PROJECT REQUIREMENTS

### DIVISION I: General Requirements

The following are minimum requirements:

- 1.1 Execution of an Agreement with LWA as provided in Attachment 3 ('Agreement') of this bid package.
- 1.2 Conformance with all applicable rules and regulations of the State of New Hampshire. Funding for the project detailed in this solicitation is provided in part with Federal EPA Section 319 grant funds obtained through an agreement with the State of New Hampshire Department of Environmental Services. Recipients of these grants and their subcontractors are required to meet certain contract requirements including the federal requirements detailed in Title 40 of the Code of Federal Regulations (CFR) parts 7, and 12, as well as Title 2 CFR 200 as applicable (see §200.101), and additional regulations referenced therein.
- 1.3 All work must be completed by October 31, 2024.
- 1.4 Once work has commenced using equipment on the property, the contractor must work diligently and uninterrupted in an expeditious and professional manner until all work is complete.
- 1.5 Work shall be performed within the Town of Tuftonboro in accordance with the appropriate ordinances and regulations.
- 1.6 Erosion control measures are the responsibility of the Contractor following NHDOT Guidelines for Temporary Erosion and Sediment Control and Stormwater Management.
- 1.7 All designated work areas shall be cleaned up at the end of each workday.
- 1.8 All related safety measures including Dig-Safe and Traffic Control shall be the responsibility of the Contractor.
- 1.9 A contractor supervisor, with authority and ability to respond to any reasonable request of the LWA or landowner must be on the job site at all times.

### DIVISION II: Payment

- 2.1 The contractor shall request payment upon completion of the project. A request for payment for the project shall be provided to LWA by November 1, 2024. **DIVISION III: Warranties**
- 3.1 All materials and work shall be warranted for a minimum of one (1) year from the date of project completion.

### DIVISION IV: Attorney's Fees and Costs

- 4.1 The contractor agrees to indemnify and hold harmless LWA and the Town of Tuftonboro from any and all liability loss or damage, including but not limited to bodily injury, illness, death, or property damage, which the contractor becomes obligated to pay, including reasonable attorney's fees, investigative and discovery costs, as a result of claims, demands, costs or judgments against the LWA or the landowner arising out of this agreement, caused by or arising out of the negligence, fault, breach of warranty, product liability or strict liability of the contractor, the LWA or landowners or third parties, whether such negligence, fault, breach of warranty, products liability, or strict liability is sole, joint, or several.

### DIVISION V: Insurance

- 5.1 The following is the summary of minimum insurance requirements:

A) Worker's Compensation

\$ Statutory

## Moultonborough Bay Watershed Management Plan Implementation Phase I

B) Comprehensive Public Liability	\$2,000,000 for bodily injury
	\$ 500,000 for property damage for any one incident.

The contractor shall not commence work under this contract until they have obtained all the insurance required and such insurance certificates have been presented to and approved by LWA.

### **DIVISION VI: General Conditions**

- 6.1 Cleanup of the site on a daily basis and removal or safe temporary placement of equipment and materials shall be the responsibility of the contractor and shall be part of the work.
- 6.2 The contractor shall at all times conduct their work so as to assure the minimal obstruction to traffic. The contractor shall provide for the safety and convenience of the landowner, general public and the residents along the work site route and the protection of private property. The contractor shall be responsible for timely notification to the landowner before making any interruptions of their access.
- 6.3 The contractor shall not commence work until a pre-construction meeting has been held at which representatives of the contractor, LWA, NHDES, and the Town of Tuftonboro are present. The LWA shall schedule the pre-construction conference upon Notice of Award.
- 6.4 In the event of interruption to water or utility services as a result of accidental breakage or as a result of being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with said authority in the restoration of services. If water service is interrupted, repair work shall be continuous until the service is restored. If any utility service is interrupted for more than four (4) hours, the contractor shall make provisions for temporary service at his own expense until service is resumed.
- 6.5 In the event that stop work steps are required, no further work shall be allowed, and final construction costs to date shall be provided to LWA no later than 5 days after such stop work steps are issued. Renegotiation of final construction activities through a new proposal at a future date will be necessary.
- 6.6 No work will be permitted at night or on Saturdays and Sundays or holidays except as approved in writing by the Town of Tuftonboro, and provided such work is not in violation of a local ordinance.
- 6.7 A payment request may be submitted after the full completion of the project, provided that the work has been inspected and approved by LWA staff and the landowner. The payment request for the project shall be provided to LWA by November 1, 2024.
- 6.8 **WORK BY OTHERS**  
LWA and Town of Tuftonboro shall be responsible for the following:
  - a. Existing condition photographs of area;
  - b. Inspections of work;
  - c. Post construction photographs of area;
  - d. Final inspection of the completed work.

### **COST ESTIMATE WORKSHEET, AND BID SUBMITTAL FORM**

Please provide cost figures for all of the items listed under the project. Additional information on these items may be provided on attached sheets. The Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;

## **Moultonborough Bay Watershed Management Plan Implementation Phase I**

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Contract owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Contract owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Contract owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. The bidder offers to sell to Contract owner the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid.
- F. In addition to the foregoing, the bidder shall, as part of their bid submission, certify by notarized affidavit, that neither the bidder, nor any of its subsidiaries, affiliates or principal officers:
1. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  2. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  3. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  4. Is currently debarred from performing work on any project of the federal government or the government of any state;
  5. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  6. Is presently subject to any order of the New Hampshire department of labor, the New Hampshire department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  7. Is presently subject to any sanction or penalty finally issued by the New Hampshire department of labor, the New Hampshire department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  8. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  9. Has failed or neglected to advise the Contract owner of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  10. Has been placed on the debarred parties list specified in Adm 606.11 within the past year.

## Moultonborough Bay Watershed Management Plan Implementation Phase I

Please provide cost figures for all of the items listed. Additional information on these items may be provided on the attached Plan. Site preparation and stabilization are considered a part of each job item.

### CONSTRUCTION COST ESTIMATE

#### Proposed Bid Schedule

Site MoB 1-12A	ITEM	UNIT	QTY	COST
Site Preparation	Site Mobilization/Demobilization			
Erosion Control	Silt Sock Erosion Control (12")	LF	80	
	Cleaning and Maintenance of Erosion Controls			
Site Demolition	Excavation and Export of Excess material	CY	5	
	Clear and Grub	SF	1600	
Earthwork	Fine grading & Soil Amendment	SF	1600	
Stormwater Management	Sediment ForeBay (Drivable Grass)	SF	150	
	Stormwater Treatment Area (Rain Gardens excluding plants)	SF	75	
	Granite Curb Check Dams	LF	16	
	Emergency Spillway	EA	1	
Landscape	Plantings	ALLOW		
	Seeding	ALLOW		
	Jute Matting	SY	10	
<b>Total Material Costs</b>				
<b>Total Labor Costs</b>				
<b>Site MoB 1-01B</b>				
Erosion Control	Cleaning and Maintenance of Erosion Controls	LS	1	
	Inlet Protection	EA	1	
Site Demolition and Clearing	Neatly Sawcut Asphalt	LF	10	
	Tree Protection Typ.	EA	1	
	Excavating and Stockpiling Topsoil for Reuse	CY	9.63	



### Moultonborough Bay Watershed Management Plan Implementation Phase I

	Clear and Grub	SF	500	
Earthwork	Fine Grading	SF	650	
Stormwater Management	Sediment Forebay (Drivable Grass)	SF	30	
	Stormwater Treatment Area (Excluding plants)	SF	100	
	Vertical Granite Curb	LF	24	
Paving & Surfaces	Pavement Patch (Bit. Pavement)	LS	1	
	Granite Cobblestones	SF	20	
Landscape	Plantings	ALLOW		
	Seeding	ALLOW		
Additional Site Furnishings	Indicator Rods	EA	9	
<b>Total Materials Cost</b>				
<b>Total Labor Costs</b>				
<b>Site MoB 4-07</b>				
Site Preparation	Site Mobilization/Demobilization	LS	1	
Erosion Control	Temp. Entrance for Truck Traffic & Sediment control	EA	1	
	Silt Sock Erosion Control (12")			
	Silt Fence (Install & Removal)			
	Cleaning and Maintenance of Erosion Controls			
Site Demolition	Excavation and Export of Excess material	CY	33	
	Clear and Grub	SF	1000	
Earthwork	Fine Grading and Soil Amendment	SF	1000	
Stormwater Management	Sediment Forebay (Drivable Grass)	SF	75	
	Stormwater Treatment Area (Rain Gardens excluding plants)	SF	160	
	Natural Checkdams (Reclaimed boulders/stones)	EA	1	
	Emergency Spillway	EA	1	

**Moultonborough Bay Watershed Management Plan Implementation Phase I**

Paving & Surfaces	Jute Matting	SF	500	
	Compacted Earth Berm (Reuse Excavated Material)	LF	50	
Landscape	Plantings	ALLOW		
	Seeding	ALLOW		
<b>Total Materials Cost</b>				
<b>Total Labor Costs</b>				
<b>TOTAL PROJECT COST:</b>				

**Moultonborough Bay Watershed Management Plan Implementation Phase I**

**STATEMENT OF EXPERIENCE**

Please provide a brief statement describing the firm's experience constructing projects of a similar nature.

## **Moultonborough Bay Watershed Management Plan Implementation Phase I**

### **ADDENDA**

1. Moultonborough Bay 75% Design Submission
2. Map and Site Photos
3. Agreement
4. Noncollusion Affidavit
5. Contract Modification Procedures

### **ATTACHMENTS TO THIS BID**

The following documents are submitted with and made a condition of this Bid:

- A. List of Proposed Subcontractors;
- B. List of Project References;
- C. Signed Noncollusion Affidavit.

**Moultonborough Bay Watershed Management Plan Implementation Phase I**

**Town of Tuftonboro**

**BIDFORM**

**Implementation of Best Management Practices**

Tuftonboro, NH

Pat Tarpey, Project Manager  
Lake Winnepesaukee Association  
P.O. Box 1624  
Meredith, NH 03253

In accordance with the specifications, the undersigned hereby submits the following proposal. This proposal includes the price of all equipment, materials, labor, tools, mobilization, and insurances associated with the shoreline erosion mitigation installation outlined in the plans and specifications entitled:

MOULTONBOROUGH BAY 75% DESIGN SUBMISSION, and dated 8/2020. All work must be completed per the construction notes outlined on the Plan, and shall follow the conditions described in the bid and proposed Agreement.

**TOTAL PROJECT COST:** \$ \_\_\_\_\_

The undersigned is submitting this bid without collusion with any other individual or corporation.

SUBMITTED FOR (Company Name):

SUBMITTED BY:

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

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

Signature \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

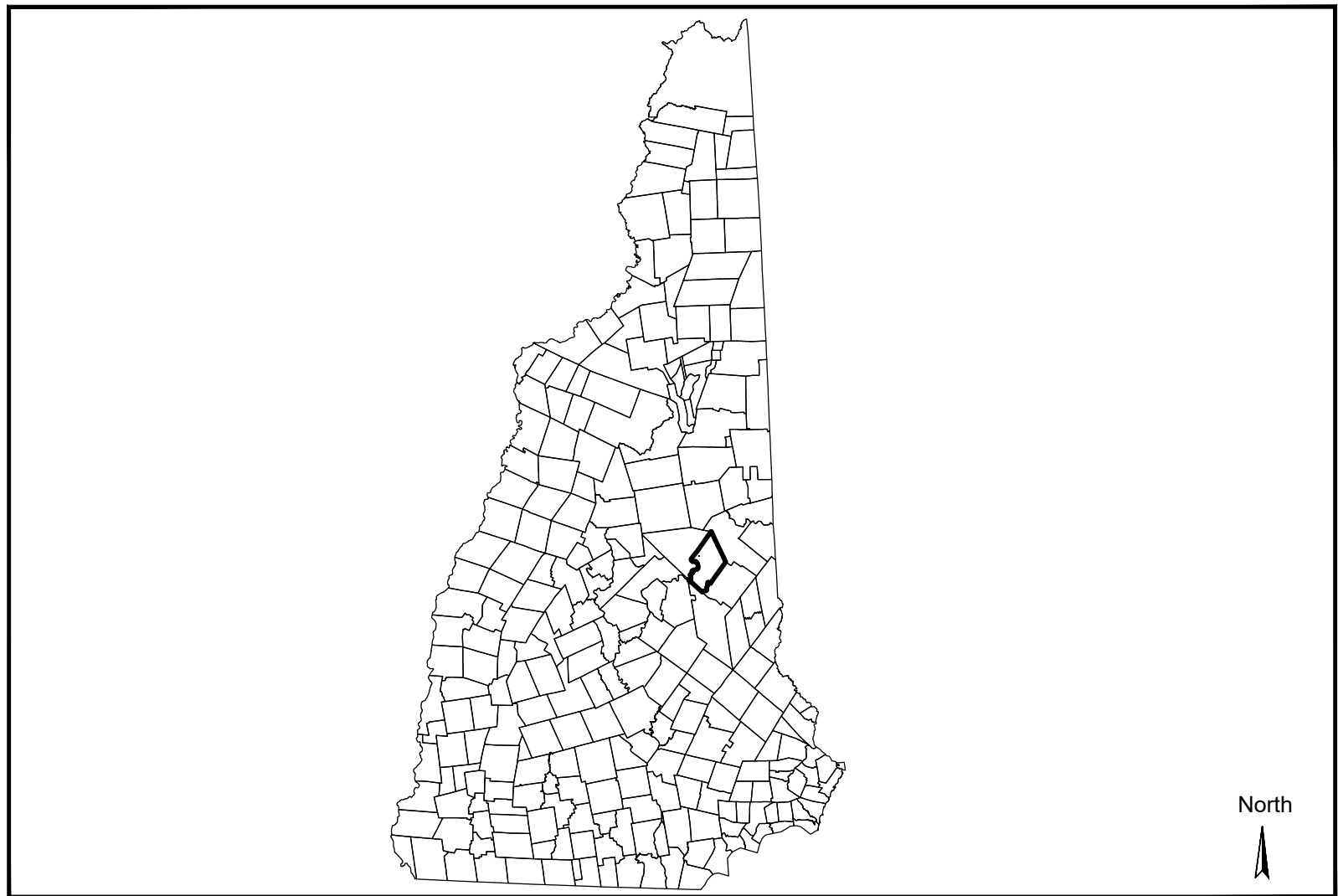


# MOULTONBOROUGH BAY

# 75% DESIGN SUBMISSION

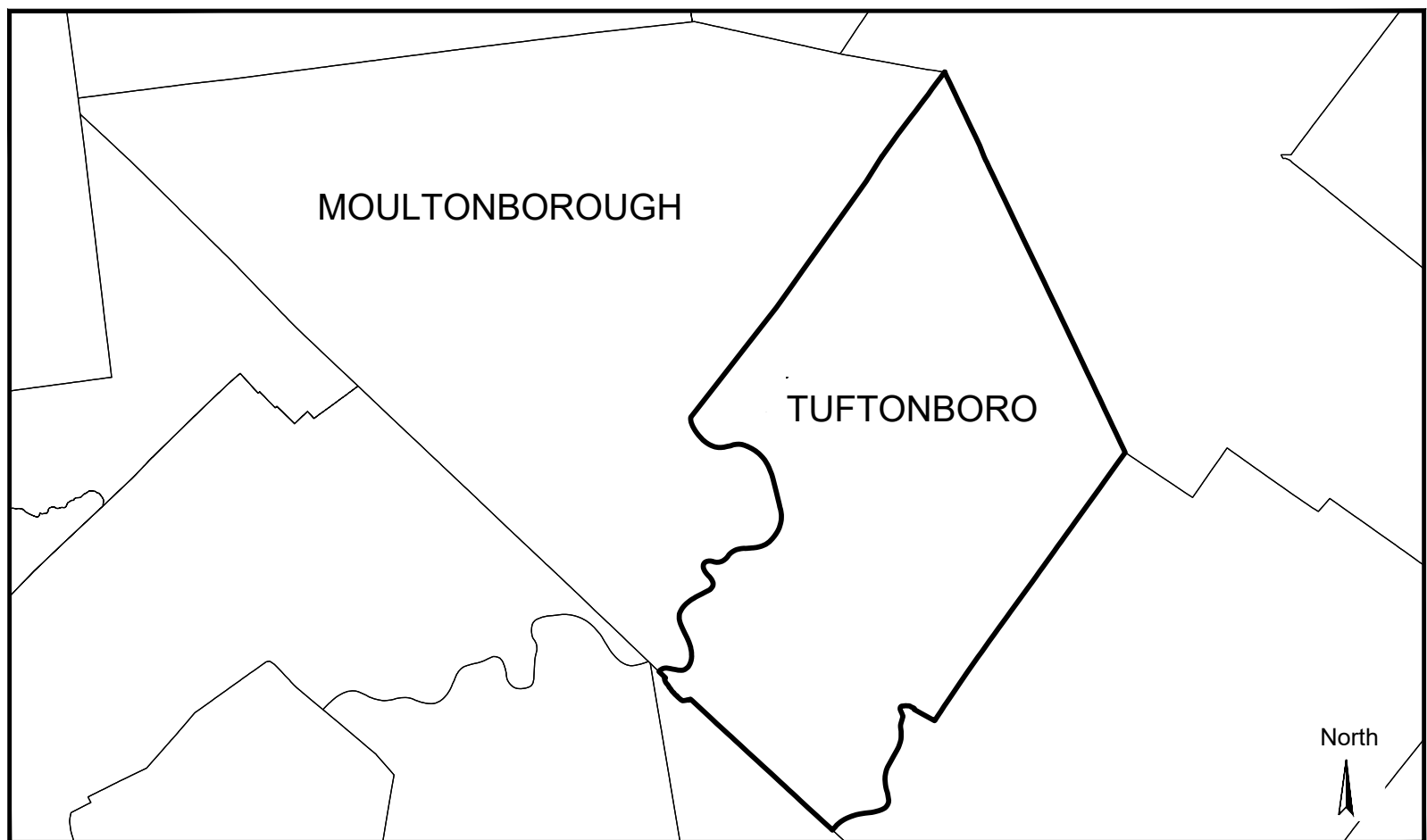
# TUFTONBORO, NH

## AUGUST 2020



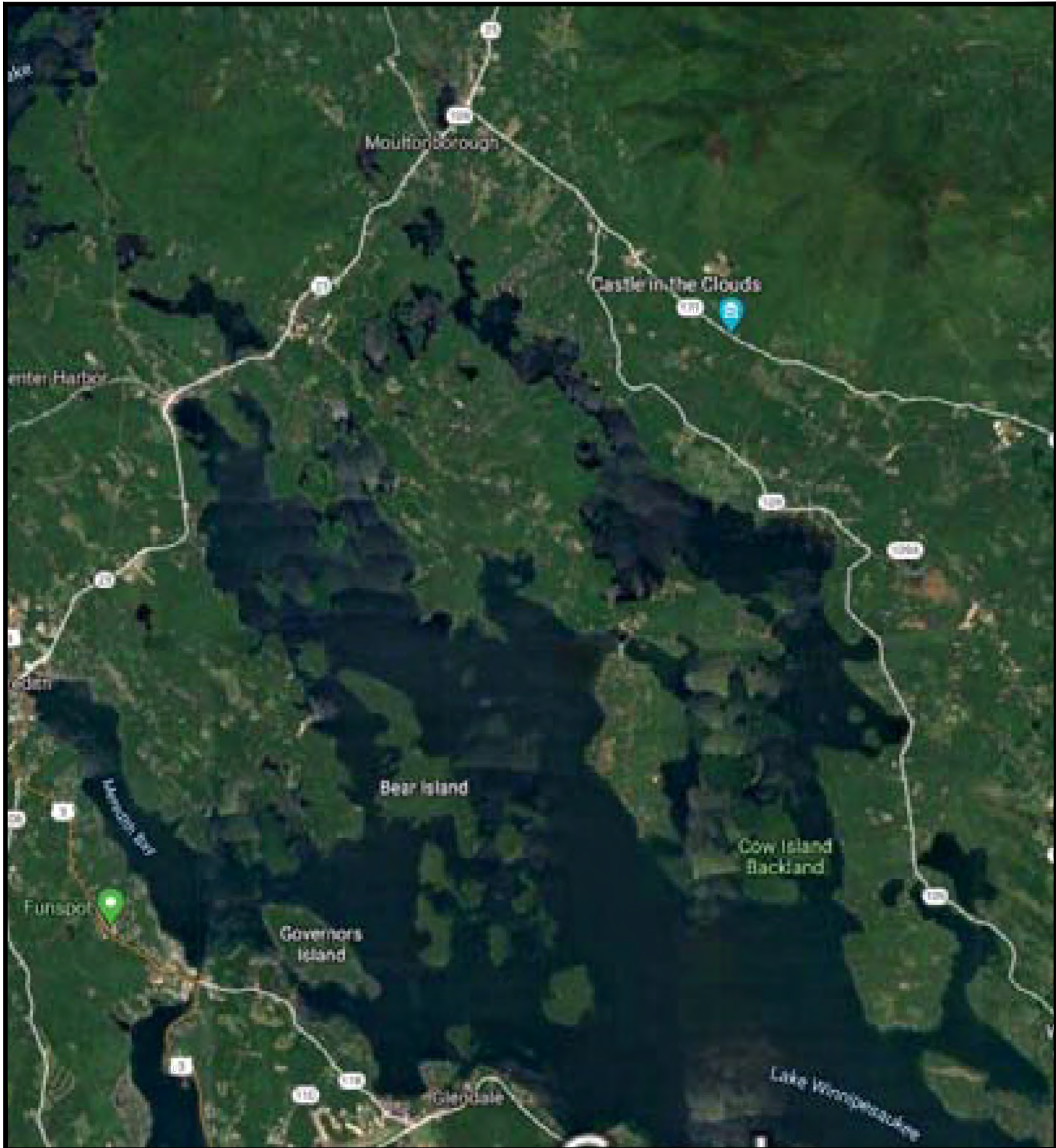
NEW HAMPSHIRE

Graphic Scale  
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TOWNS

Graphic Scale  
0 15000  
SCALE IN FEET  
1:15000



VICINITY MAP

Graphic Scale  
1-inch = 1000-feet

Sheet List Table	
Sheet Number	Sheet Title
1	COVER PAGE
2	CONSTRUCTION NOTES
3	DEMOLITION & EROSION CONTROL (1)
4	DEMOLITION & EROSION CONTROL (2)
5	DEMOLITION & EROSION CONTROL (3)
6	DEMOLITION & EROSION CONTROL (4)
7	SITE LAYOUT (1)
8	GRADING & DRAINAGE PLAN (1)
9	SITE LAYOUT (2)
10	SITE LAYOUT (3)
11	SITE LAYOUT (4)
12	LANDSCAPE PLAN (1)
13	LANDSCAPE PLAN (2)
14	LANDSCAPE PLAN (3)
15	LANDSCAPE PLAN (4)


- GENERAL NOTES:
- THIS PLAN SET IS FOR PERMITTING AND CONSTRUCTION. ACQUIRE THE NECESSARY PERMITS AND APPROVALS PRIOR TO BEGINNING THE WORK.
  - SURVEY WAS NOT CONDUCTED AND ALL EXISTING INFORMATION IS APPROXIMATE ONLY.

Plan Set:

MOULTONBOROUGH BAY  
75% DESIGN SUBMISSION  
TUFTONBORO, NH

Prepared For:

Lake Winnepesaukee Association  
P.O. Box 1624  
Meredith, NH 03253  
(603) 581-6632



Prepared By:

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(401) 272-1717 voice  
(401) 439-8368 fax

113 R2 Water Street  
Exeter, NH 03833  
(603) 658-1660 voice

Date Issued:  
AUGUST 2020

Designed By:  
BAL/JMP

Drawn By:  
BAL/JMP

Checked By:  
RAC

Registration:

Revisions

Rev	Date	By	Appr	Description
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Project Number:  
19058

Sheet Number:  
1 of 15

Drawing Number:  
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### GENERAL NOTES

1. ALL ACCESS AND WORK MUST BE COORDINATED WITH THE TOWN OF TUFTONBORO.
2. ALL SITE WORK TO COMPLETE THIS PROJECT AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
3. UTILIZE ALL PRECAUTIONS AND MEASURES TO ENSURE THE SAFETY OF THE PUBLIC, ALL PERSONNEL AND PROPERTY DURING CONSTRUCTION IN ACCORDANCE WITH OSHA STANDARDS, INCLUDING THE INSTALLATION OF TEMPORARY FENCING BARRICADES, SAFETY LIGHTING, CONES, POLICE DETAIL, AND/OR FLAGMEN AS DETERMINED NECESSARY BY THE TOWN. THE WORK WILL BE ACCOMPLISHED IN A MANNER AS NOT TO INTERFERE WITH DAILY OPERATIONS.
4. STORAGE OR MATERIALS AND/OR EQUIPMENT NECESSARY TO COMPLETE THE WORK MUST BE LOCATED AND SECURED AS SHOWN IN THE DRAWINGS. ALL HAUL OR ACCESS ROUTES ARE TO BE KEPT CLEAN AND FREE OF MUD WITH PROPER DUST CONTROLS AS NECESSARY. STOCKPILE/LAYDOWN AREAS ARE TO BE AS SHOWN IN THE DRAWINGS UNLESS OTHERWISE APPROVED BY THE TOWN AND ENGINEER. VEHICLE REFUELING AND EQUIPMENT MUST OCCUR OFF-SITE.
5. ALL EXISTING CONDITIONS SHOWN ARE APPROXIMATE AND ARE BASED ON A COMBINATION OF FIELD OBSERVATIONS TAKEN ON NOVEMBER 8, 2019 AND IMAGERY OBTAINED FROM GOOGLE EARTH. PRIOR TO THE START CONSTRUCTION VERIFY THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, NOTIFY THE ENGINEER PRIOR TO INSTALLING ANY PORTION OF THE SITE WORK WHICH WOULD BE AFFECTED.
6. A TOPOGRAPHIC SURVEY WAS NOT CONDUCTED. EXISTING CONDITIONS TOPOGRAPHY IS SHOWN AT 2' INTERVALS GENERATED FROM LIDAR DATA. PRIOR TO BEGINNING WORK, CONFIRM ELEVATIONS AND VERTICAL DIFFERENCES AS INDICATED ON THE DRAWINGS. BEGINNING AT THE LOW POINT AND PROGRESSING UPHILL, COORDINATE WITH THE ENGINEER AND/OR LANDSCAPE ARCHITECT IF ELEVATION DISCREPANCIES OCCUR.
7. PROPOSED CONTOURS ARE SHOWN AT 1' INTERVALS AS REFERENCE.
8. STAKEOUT THE LIMIT OF WORK, EROSION CONTROLS, TOP OF SLOPES, AND PROPERTY LINES PRIOR TO COMMENCING THE WORK.
9. OBTAIN ALL PERMITS REQUIRED WHEN WORKING WITHIN THE PROTECTED SHORELAND AREA AND FOR SITE CLEARING AND DISPOSAL.
10. MAINTAIN CONTINUOUS ACCESS THROUGHOUT THE IMPLEMENTATION PROCESS.
11. ENSURE ALL EROSION CONTROL MEASURES ARE PROPERLY ESTABLISHED PRIOR TO COMMENCING THE WORK AND REMOVE ERCS MEASURES ONLY UPON ADEQUATE SURFACE STABILIZATION.
12. REMOVE ALL EXCAVATED MATERIAL / CLEARED DEBRIS FROM THE SITE AND DISPOSE OF THE DEBRIS IN A PROPER AND LEGAL MANNER.
13. ADJUST SITE FEATURES AS NEEDED TO MEET DRAINAGE DESIGN.
14. THE CONTRACTOR MUST MAINTAIN ALL EXISTING UTILITIES IN WORKING ORDER AND FREE FROM DAMAGE DURING THE ENTIRE DURATION OF THE PROJECT. REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT NO COST TO THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ALL COST RELATED TO THE REPAIR OF UTILITIES.
15. ALL SITE WORK TO COMPLETE THIS PROJECT AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
16. SITE LAYOUT SURVEY REQUIRED FOR CONSTRUCTION MUST BE PROVIDED BY THE CONTRACTOR AND PERFORMED BY A NEW HAMPSHIRE REGISTERED PROFESSIONAL LAND SURVEYOR. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE SURVEYOR FOR ALL SITE SURVEY WORK.
17. UTILIZE ALL PRECAUTIONS AND MEASURES TO ENSURE THE SAFETY OF THE PUBLIC, ALL PERSONNEL AND PROPERTY DURING CONSTRUCTION IN ACCORDANCE WITH OSHA STANDARDS, INCLUDING THE INSTALLATION OF TEMPORARY FENCING BARRICADES, SAFETY LIGHTING, CONES, POLICE DETAIL, AND/OR FLAGMEN AS DETERMINED NECESSARY BY THE TOWN OF TUFTONBORO. THE CONTRACTOR IS RESPONSIBLE FOR THE COST OF POLICE DETAIL AND FOR COORDINATING WITH THE LOCAL OR STATE POLICE DEPARTMENT FOR ALL REQUIRED POLICE DETAIL.
18. MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS. PAY ALL FEES INCLUDING POLICE DETAILS AND POST ALL BONDS, IF NECESSARY, ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE OWNER AND THE ENGINEER.
19. IMPORT ONLY CLEAN MATERIAL. MATERIAL FROM AN EXISTING OR FORMERLY CONTAMINATED SITE AS DEFINED BY NEW HAMPSHIRE ENV-08-600 WILL NOT BE ACCEPTED.
20. UNLESS OTHERWISE INDICATED ON THE DRAWINGS AND/OR IN THE SPECIFICATIONS, ALL SITE CONSTRUCTION MATERIALS AND METHODS SHALL BE IN CONFORMANCE TO THE MOST RECENT VERSION OF THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION 2016 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE 2016 SUPPLEMENTAL SPECIFICATIONS, AND THE 2017 SPECIAL PROVISIONS).
21. PROVIDE ALL CONSTRUCTION SERVICE IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS REGARDING NOISE, VIBRATION, DUST, SEDIMENTATION CONTAINMENT, AND TRENCH WORK.
22. RESTORE ALL SURFACES EQUAL TO THEIR ORIGINAL CONDITION AFTER CONSTRUCTION IS COMPLETE PER SPECIFICATIONS. LEAVE ALL AESTHETIC DISTRIBUTION OF CONSTRUCTION IN THEIR NATURAL STATE. TAKE CARE TO PREVENT DAMAGE TO SHRUBS, TREES, OTHER LANDSCAPING AND/OR NATURAL FEATURES. WHEREAS THE PLANS DO NOT SHOW ALL LANDSCAPE FEATURES, EXISTING CONDITIONS MUST BE VERIFIED BY THE CONTRACTOR IN ADVANCE OF THE WORK.
23. REGULARLY INSPECT THE PERIMETER OF THE PROPERTY TO CLEAN UP AND REMOVE LOOSE CONSTRUCTION DEBRIS BEFORE IT LEAVES THE SITE. PROMPTLY REMOVE ALL DEMOLITION DEBRIS FROM THE SITE TO AN APPROVED DUMP SITE.
24. ALL TRUCKS LEAVING THE SITE MUST BE COVERED.
25. BURIAL OF ANY STUMPS, SILD DEBRIS, AND/OR STONES/BOULDERS ON-SITE IS PROHIBITED. DO NOT USE ROAD SALT OR OTHER DE-ICING CHEMICALS ON THE SITE.
26. IMMEDIATELY CONTACT AND COORDINATE WITH THE ENGINEER AND OWNER IF ANY DEVIATION OR ALTERATION OF THE WORK PROPOSED ON THESE DRAWINGS IS REQUIRED.
27. AT THE END OF CONSTRUCTION, REMOVE ALL CONSTRUCTION DEBRIS AND SURPLUS MATERIALS FROM THE SITE. PERFORM A THOROUGH INSPECTION OF THE WORK PERIMETER. COLLECT AND REMOVE ALL MATERIALS AND BLOWN OR WATER CARRIED DEBRIS FROM THE SITE.

## BASIC CONSTRUCTION SEQUENCES

THE FOLLOWING CONSTRUCTION SEQUENCES ARE TO BE USED AS GENERAL GUIDELINES. COORDINATE WITH THE OWNER, ENGINEERS, AND LANDSCAPE ARCHITECTS AND SUBMIT A PROPOSED CONSTRUCTION SEQUENCE FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. WORK WILL ONLY BEGIN AFTER A CONSTRUCTION SCHEDULE HAS BEEN ACCEPTED.

**SITE 1-01A**

1. SURVEY AND STAKE THE PROPOSED LIMIT OF DISTURBANCE, LIMIT OF SEDIMENTATION BARRIERS, TOP OF SLOPE, INSTALL TEMPORARY CONSTRUCTION FENCING, TEMPORARY CONSTRUCTION ENTRANCE(S)/EXIT(S) AND ESTABLISH TREE PROTECTION ZONES AS INDICATED ON DRAWINGS.
2. PLACE SEDIMENTATION BARRIERS (SILT SOCK, ETC.) AND INLET PROTECTION AS INDICATED ON THE DRAWINGS AND STAKED OUT IN THE FIELD. UNDER NO CIRCUMSTANCES IS THE LIMIT OF WORK TO EXTEND BEYOND THE SEDIMENTATION BARRIERS/LIMIT OF DISTURBANCE AS INDICATED ON DRAWINGS.
3. BEGIN CLEARING AND DEMOLISHING THE SITE AS REQUIRED.
4. EXISTING SUBSTRATE WITHIN THE STORMWATER AREA IS TO BE PROTECTED TO THE GREATEST EXTENT POSSIBLE. MINIMIZE HEAVY EQUIPMENT AND SOIL COMPACTION WITHIN ALL STORMWATER AREAS.
5. INSTALL SUBSURFACE DRAINAGE INFRASTRUCTURE.
6. ROUGH GRADE THE PROPOSED PARKING AREA AND STORMWATER BASINS AND CREATE TEMPORARY STORMWATER SETTLING BASINS AS NECESSARY TO CONTRIBUTE SITE RUNOFF AND SEDIMENT EXPORTS. SMOOTH OUT ANY LOW AREAS OR TIE PRESENT AND INSTALLED TEMPORARY SEDIMENT BARRIERS AT THE TOP OF SLOPE AROUND EACH STORMWATER SETTLING AREA TO PREVENT SEDIMENT AND SILT FROM CLOGGING THE BOTTOM.
7. INSTALL SEDIMENT FOREBAYS AS INDICATED ON THE DRAWINGS.
8. INSTALL GRAVEL WITHIN PARKING AREA AND COMPACT AS INDICATED ON THE DRAWINGS.
9. IMMEDIATELY REPAIR, REPLACE AND STABILIZE ANY EROSION CONTROL DEVICES DISTURBED THROUGHOUT THE WORK. MODIFY TEMPORARY CONVEYANCE DEVICES, AS NECESSARY, TO CONVEY RUNOFF TO SETTLING AREAS.
10. COORDINATE LANDSCAPING FOR ALL DISTURBED AREAS TO BE PLANTED OR SEEDED.
11. COMPLETE ALL REMAINING PLANTING AND SEEDING.
12. COORDINATE A FINAL WALK-THRU TO DETERMINE OUTSTANDING ACTION ITEMS FOR A "PUNCH-LIST" REPORT.
13. ENGINEER TO APPROVE THE REMOVAL OF ALL TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES FOLLOWING VEGETATIVE ESTABLISHMENT OF ALL DISTURBED AREAS AND DETERMINE WHEN THE CONTRIBUTING AREA HAS REACHED A MINIMUM OF 80% STABILIZATION.

## BASIC CONSTRUCTION SEQUENCES (CONT.)

**SITE 1-01B**

1. SURVEY AND STAKE THE PROPOSED LIMIT OF DISTURBANCE, LIMIT OF SEDIMENTATION BARRIERS, TOP OF SLOPE, INSTALL TEMPORARY CONSTRUCTION FENCING, TEMPORARY CONSTRUCTION ENTRANCE(S)/EXIT(S) AND ESTABLISH TREE PROTECTION ZONES AS INDICATED ON DRAWINGS.
2. PLACE SEDIMENTATION BARRIERS (SILT SOCK, ETC.) AND INLET PROTECTION AS INDICATED ON THE DRAWINGS AND STAKED OUT IN THE FIELD. UNDER NO CIRCUMSTANCES IS THE LIMIT OF WORK TO EXTEND BEYOND THE SEDIMENTATION BARRIERS/LIMIT OF DISTURBANCE AS INDICATED ON DRAWINGS.
3. BEGIN CLEARING AND DEMOLISHING THE SITE AS REQUIRED.
4. EXISTING SUBSTRATE WITHIN THE STORMWATER AREA IS TO BE PROTECTED TO THE GREATEST EXTENT POSSIBLE. MINIMIZE HEAVY EQUIPMENT AND SOIL COMPACTION WITHIN ALL STORMWATER AREAS.
5. INSTALL SUBSURFACE DRAINAGE INFRASTRUCTURE.
6. ROUGH GRADE THE STORMWATER BASINS AND CREATE TEMPORARY STORMWATER SETTLING BASINS AS NECESSARY TO CONTROL SITE RUNOFF AND SEDIMENT EXPORTS. SMOOTH OUT ANY LOW AREAS OR TIRE RUTS AND INSTALL TEMPORARY SEDIMENT BARRIERS AT THE TOP OF SLOPE AROUND EACH STORMWATER SETTLING AREA TO PREVENT SEDIMENT AND SILT FROM CLOGGING THE BOTTOM.
7. INSTALL SEDIMENT FOREBAYS AS INDICATED ON THE DRAWINGS.
8. IMMEDIATELY REPAIR, REPLACE AND STABILIZE ANY EROSION CONTROL DEVICES DISTURBED THROUGHOUT THE WORK. MODIFY TEMPORARY CONVEYANCE DEVICES, AS NECESSARY, TO CONVEY RUNOFF TO SETTLING AREAS.
9. COORDINATE LANDSCAPING FOR ALL DISTURBED AREAS TO BE PLANTED OR SEEDED.
10. COMPLETE ALL REMAINING PLANTING AND SEEDING.
11. COORDINATE A FINAL WALK-THRU TO DETERMINE OUTSTANDING ACTION ITEMS FOR A "PUNCH-LIST" REPORT.

**SITE 4-07**

1. SURVEY AND STAKE THE PROPOSED LIMIT OF DISTURBANCE, LIMIT OF SEDIMENTATION BARRIERS, AND FIELD VERIFY THE LOCATION OF THE CULVERT AND THE EXTENT OF THE STREAM.
2. PLACE SEDIMENTATION BARRIERS (SILT SOCK, ETC.) AS INDICATED ON THE DRAWINGS AND STAKED OUT IN THE FIELD. UNDER NO CIRCUMSTANCES IS THE LIMIT OF WORK TO EXCEED BEYOND THE SEDIMENTATION BARRIERS/LIMIT OF DISTURBANCE AS INDICATED ON DRAWINGS.
3. BEGIN CLEARING AND DEMOLISHING THE SITE AS REQUIRED.
4. EXISTING SUBSTRATE WITHIN THE STORMWATER AREA IS TO BE PROTECTED TO THE GREATEST EXTENT POSSIBLE. MINIMIZE HEAVY EQUIPMENT AND SOIL COMPACTION WITHIN ALL STORMWATER AREAS.
5. ROUGH GRADE THE PROPOSED STORMWATER BASINS AND CREATE TEMPORARY STORMWATER SETTLING BASINS AS NECESSARY TO CONTROL SITE RUNOFF AND SEDIMENT EXPORTS. SMOOTH OUT ANY LOW AREAS OR TIRE RUTS AND INSTALL TEMPORARY SEDIMENT BARRIERS AT THE TOP-OF-SLOPE ADJACENT EACH STORMWATER SETTLING AREA TO PREVENT SEDIMENT AND SILT FROM CLOGGING THE BOTTOM.
6. INSTALL SEDIMENT FOREBAYS AS INDICATED ON THE DRAWINGS.
7. IMMEDIATELY REPAIR, REPLACE AND STABILIZE ANY EROSION CONTROL DEVICES DISTURBED THROUGHOUT THE WORK. MODIFY TEMPORARY CONVEYANCE DEVICES, AS NECESSARY, TO CONVEY RUNOFF TO SETTLING AREAS.
8. COORDINATE LANDSCAPING FOR ALL DISTURBED AREAS TO BE PLANTED OR SEEDED.
9. COMPLETE ALL REMAINING PLANTING AND SEEDING.
10. COORDINATE A FINAL WALK-THRU TO DETERMINE OUTSTANDING ACTION ITEMS FOR A "PUNCH-LIST" REPORT.

### EROSION & SEDIMENT CONTROL NOTES

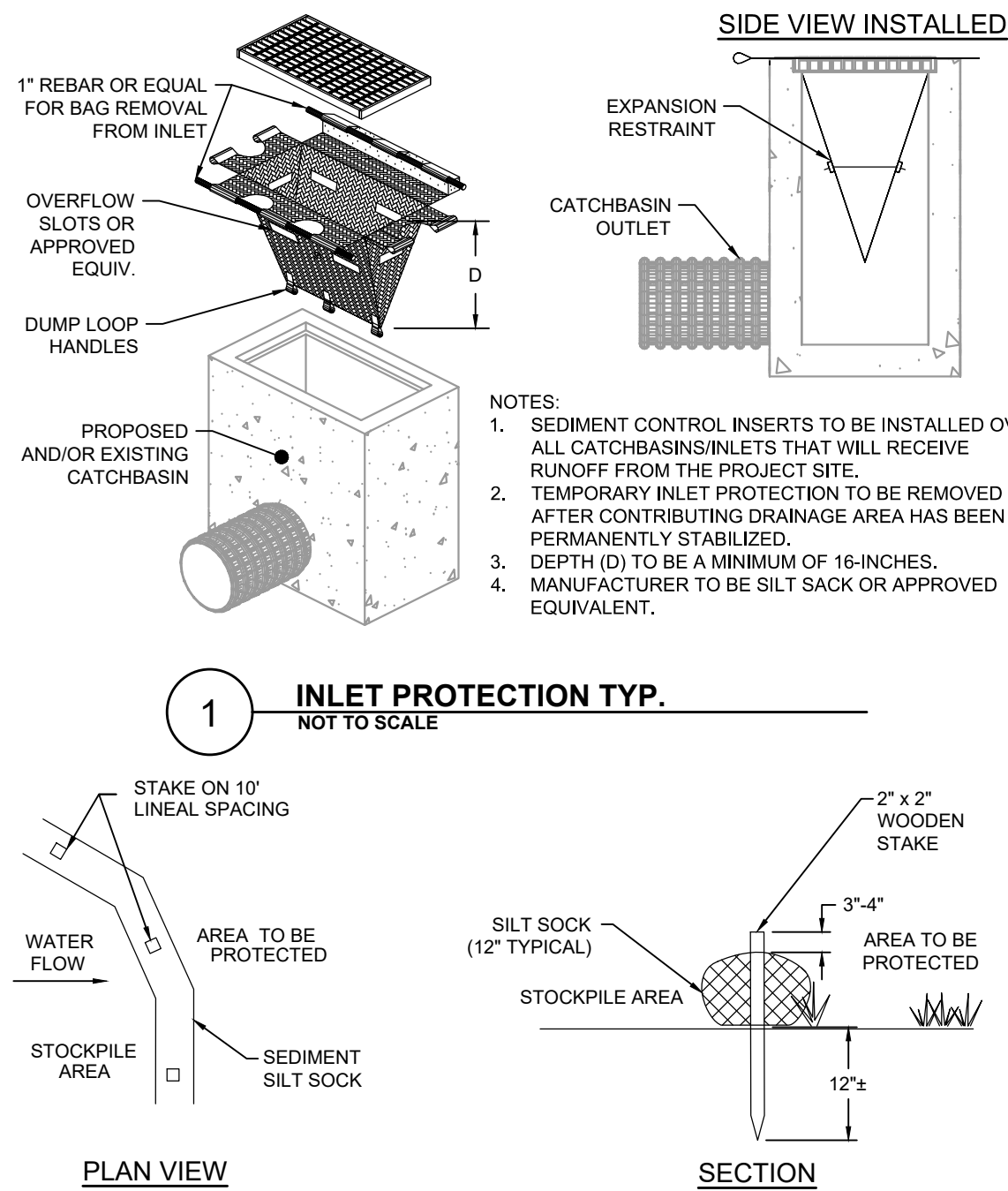
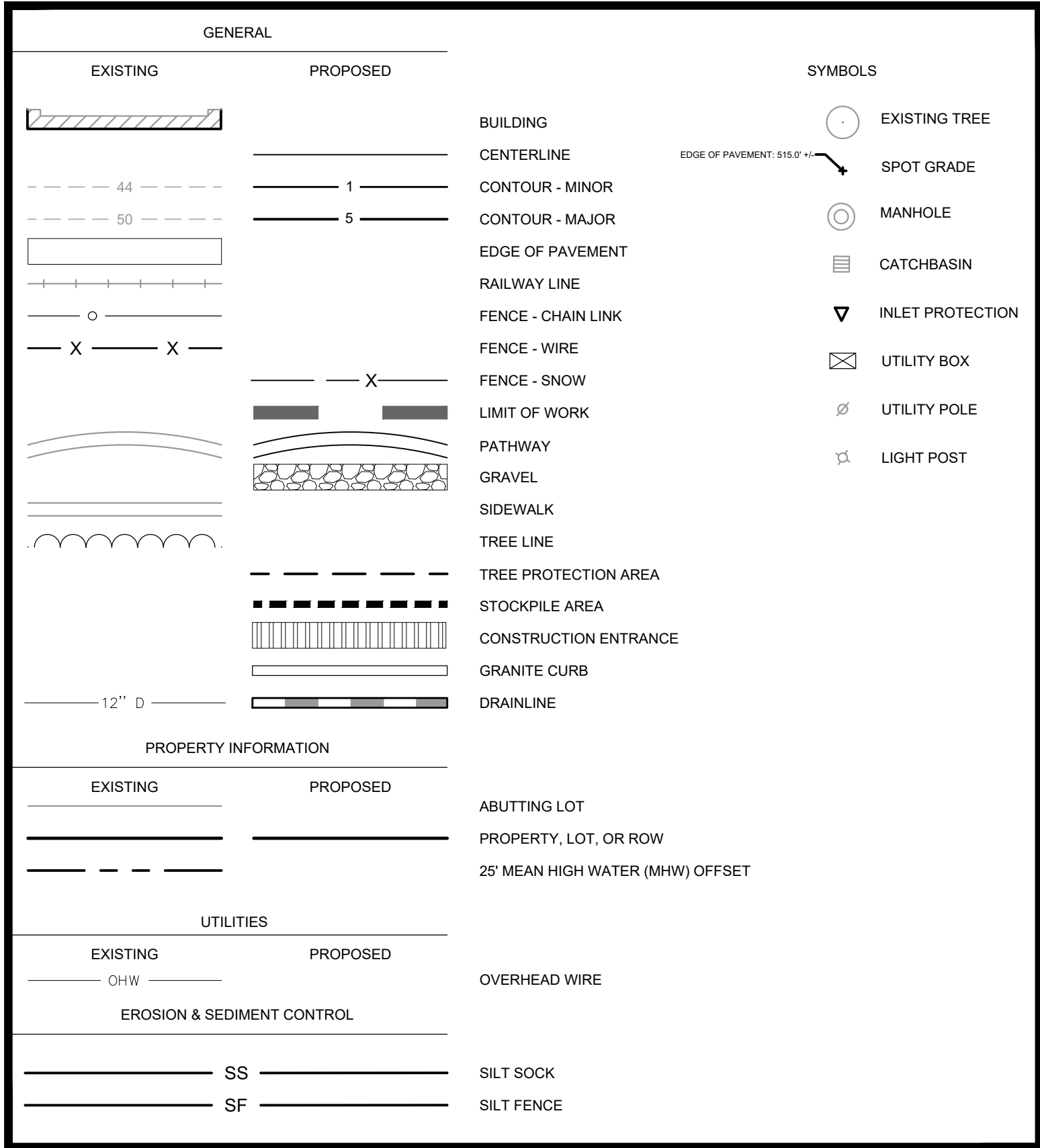
1. DESIGNATE THE SITE CONSTRUCTION FOREMAN AS THE ON-SITE PERSONNEL RESPONSIBLE FOR THE DAILY INSPECTION AND MAINTENANCE OF ALL SEDIMENT AND EROSION CONTROLS AND IMPLEMENTATION OF ALL NECESSARY MEASURES TO CONTROL EROSION AND PREVENT SEDIMENT FROM LEAVING THE SITE.
2. INSTALL TEMPORARY CONSTRUCTION ENTRANCES IN LOCATIONS INDICATED ON DRAWINGS. NO OTHER ENTRANCES ARE TO BE USED TO GAIN ACCESS TO THE SITE BY ANY CONSTRUCTION OR DELIVERY VEHICLES.
3. INSTALL ALL EROSION AND SEDIMENT CONTROL (ESC) MEASURES AS INDICATED ON DRAWINGS IN CONSULTATION WITH THE CLIENT REPRESENTATIVES BEFORE ANY CONSTRUCTION ACTIVITIES BEGIN. INSPECT, MAINTAIN REPAIR AND REPLACE EROSION CONTROL MEASURES, AS NECESSARY, DURING THE ENTIRE CONSTRUCTION PERIOD OF THE PROJECT. THE SITE PERIMETER EROSION CONTROLS ARE THE DESIGNATED LIMIT OF WORK. INFORM ALL PERSONNEL WORKING ON THE PROJECT SITE THAT NO CONSTRUCTION ACTIVITY IS TO OCCUR BEYOND THE LIMIT OF WORK AT ANY TIME THROUGHOUT THE CONSTRUCTION PERIOD.
4. MAINTAIN A MINIMUM SURPLUS OF 25 FEET OF EROSION CONTROL BARRIER (SILT FENCE, STRAWBALE, &/OR SILT SOCK) ONSITE AT ALL TIMES.
5. PROVIDE CONSTRUCTION EXITS AS INDICATED ON DRAWINGS TO SHED DIRT FROM CONSTRUCTION VEHICLE TIRES. CLEAN AND/OR REPLACE THE CRUSHED STONE PAD, AS NECESSARY, TO MAINTAIN ITS EFFECTIVENESS.
6. KEEP THE LIMIT OF CLEARING, GRADING AND DISTURBANCES TO A MINIMUM WITHIN THE PROPOSED AREA OF CONSTRUCTION. PHASE THE SITE WORK IN A MANNER TO MINIMIZE AREAS OF EXPOSED SOIL. IF TREES ARE TO BE CUT ON THE ENTIRE SITE, CONSTRUCTION MUST BEGIN ONLY THOSE AREAS WHICH ARE ACTIVELY UNDER CONSTRUCTION. PROPERLY INSTALL THE SEDIMENTATION CONTROLS PRIOR TO BEGINNING ANY LAND CLEARING ACTIVITY AND/OR OTHER CONSTRUCTION RELATED WORK.
7. MONITOR LOCAL WEATHER REPORTS DURING CONSTRUCTION AND PRIOR TO SCHEDULING EARTHMOVING OR OTHER CONSTRUCTION ACTIVITIES WHICH LEAVE LARGE DISTURBED AREAS UNSTABILIZED. IF INCLEMENT WEATHER IS PREDICTED, USE BEST PROFESSIONAL JUDGEMENT AND GOOD CONSTRUCTION PRACTICES WHEN SCHEDULING CONSTRUCTION ACTIVITIES AND ENSURE THE NECESSARY EROSION CONTROL DEVICES ARE INSTALLED AND FUNCTIONING PROPERLY TO MINIMIZE EROSION FROM ANY IMPENDING WEATHER EVENTS.
8. INSPECT EROSION AND SEDIMENT CONTROL DEVICES AND STABILIZED SLOPES ON A WEEKLY BASIS AND AFTER EACH RAINFALL EVENT OF 0.5 INCHES OR GREATER. REPAIR IDENTIFIED PROBLEMS WITHIN 24 HOURS TO ENSURE EROSION AND SEDIMENT CONTROLS ARE IN GOOD WORKING ORDER. RESET OR REPLACE MATERIALS AS REQUIRED.
9. SURROUND THE PERIMETER OF SOIL STOCKPILES WITH SILT SOCK, SILT FENCE, STRAWBALES, OR A COMBINATION OF SILT FENCE WITH STRAWBALE, AS DETERMINED NECESSARY.
10. DISTURBED AREAS AND SLOPES MUST NOT BE LEFT UNATTENDED OR EXPOSED FOR EXCESSIVE PERIODS OF TIME SUCH AS THE INACTIVE WINTER SEASON. PROVIDE APPROPRIATE STABILIZATION PRACTICES ON ALL DISTURBED AREAS AS SOON AS POSSIBLE BUT NOT MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED. REINFORCE TEMPORARY AREAS HAVING A SLOPE GREATER THAN 4:1 WITH EROSION BLANKETS OR APPROVED EQUAL UNTIL THE SITE IS PROPERLY STABILIZED. TEMPORARY SWALES MAY ALSO BE REQUIRED IF DETERMINED NECESSARY IN THE FIELD BY THE ENGINEER.
11. INSTALL A SILT SACK OR APPROVED EQUIVALENT IN EACH EXISTING CATCH BASIN RECEIVING RUNOFF FROM THE SITE. UPON THE INSTALLATION OF EACH CATCH BASIN, INSTALL A SILT SACK OR APPROVED EQUIVALENT. INSPECT SILT SACKS, AFTER EACH SIGNIFICANT STORM EVENT AND REMOVE AND EMPTY AS NEEDED FOR THE DURATION OF THE CONSTRUCTION PERIOD.
12. SMALL SEDIMENTATION BASINS MAY BE CONSTRUCTED ON AN AS-NEEDED BASIS DURING CONSTRUCTION TO AID IN THE CAPTURE OF SITE RUNOFF AND SEDIMENT. IT WILL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR, IN CONSULTATION WITH THE ENGINEER, TO SIZE AND CREATE THESE BASINS IN APPROPRIATE LOCATIONS.
13. CONTAIN ALL SEDIMENT ONSITE. SWEEP ALL EXITS FROM THE SITE AS NECESSARY INCLUDING ANY SEDIMENT TRACKING, SWEEP PAVED AREAS AS NEEDED TO REMOVE SEDIMENT AND POTENTIAL POLLUTANTS ACCUMULATED DURING SITE CONSTRUCTION.
14. REMOVE ACCUMULATED SEDIMENT FROM ALL TEMPORARY PRACTICES AND DISPOSE OF IN A PRE-APPROVED LOCATION.
15. PROVIDE ON SITE OR MAKE READILY AVAILABLE THE NECESSARY EQUIPMENT AND SITE PERSONNEL DURING CONSTRUCTION HOURS FOR THE DURATION OF THE PROJECT TO ENSURE ALL EROSION AND SEDIMENTATION CONTROL DEVICES ARE PROPERLY MAINTAINED AND REPAIRED IN A TIMELY AND RESPONSIBLE MANNER. IF SITE WORK IS SUSPENDED DURING THE WINTER MONTHS THE CONTRACTOR MUST CONTINUE TO PROVIDE PERSONNEL AND EQUIPMENT EITHER ON SITE OR READILY AVAILABLE TO PROPERLY MAINTAIN AND REPAIR ALL EROSION AND SEDIMENTATION CONTROL DEVICES IN A TIMELY AND RESPONSIBLE MANNER.
16. CONTROL DUST BY WATERING OR OTHER APPROVED METHODS AS NECESSARY, OR AS DIRECTED BY THE ENGINEER.

## GENERAL SITE CLEARING NOTES

THIS PLAN SET DOES NOT INCLUDE DETAILS & SPECIFICATIONS FOR ALL DEMOLITION WORK REQUIRED WITHIN THE PROPOSED CONSTRUCTION LIMITS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE OWNER, PROJECT ENGINEERS, AND ALL REPRESENTATIVES INVOLVED WITH THE PROPOSED IMPROVEMENTS TO DEVELOP A SUITABLE DEMOLITION PLAN, WHICH WILL ALLOW THE FACILITIES TO REMAIN IN OPERATION DURING THE ENTIRETY OF CONSTRUCTION.

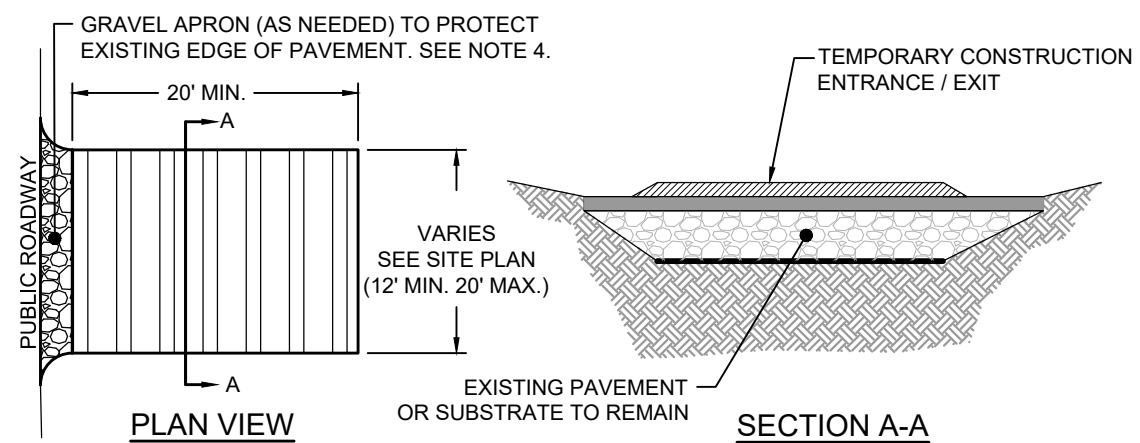
1. PRIOR TO CLEARING THE SITE, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
2. UNLESS OTHERWISE NOTED, THE CONTRACTOR IS RESPONSIBLE FOR THE RELOCATION, DEMOLITION, REMOVAL AND DISPOSAL, IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES, OF ALL EXISTING SITE ELEMENTS SHOWN AND NOT SHOWN WITHIN THE CONSTRUCTION LIMITS, AND WHERE NEEDED.
3. ALL EXISTING TREES CUT AS A RESULT OF THE WORK ARE TO BE RE-USED ON-SITE. DO NOT EXPORT TIMBERS. COORDINATE WITH THE LANDSCAPE ARCHITECT IF THERE IS EXCESS MATERIAL...
4. REMOVE ALL CLEARING DEBRIS FROM THE SITE AND DISPOSE OF THE DEBRIS IN A PROPER AND LEGAL MANNER.
5. OBTAIN ALL PERMITS REQUIRED FOR CLEARING AND DISPOSAL.
6. MAINTAIN CONTINUOUS ACCESS AND OPERATION FOR SURROUNDING FACILITIES AT ALL TIMES DURING CONSTRUCTION.

### LEGEND



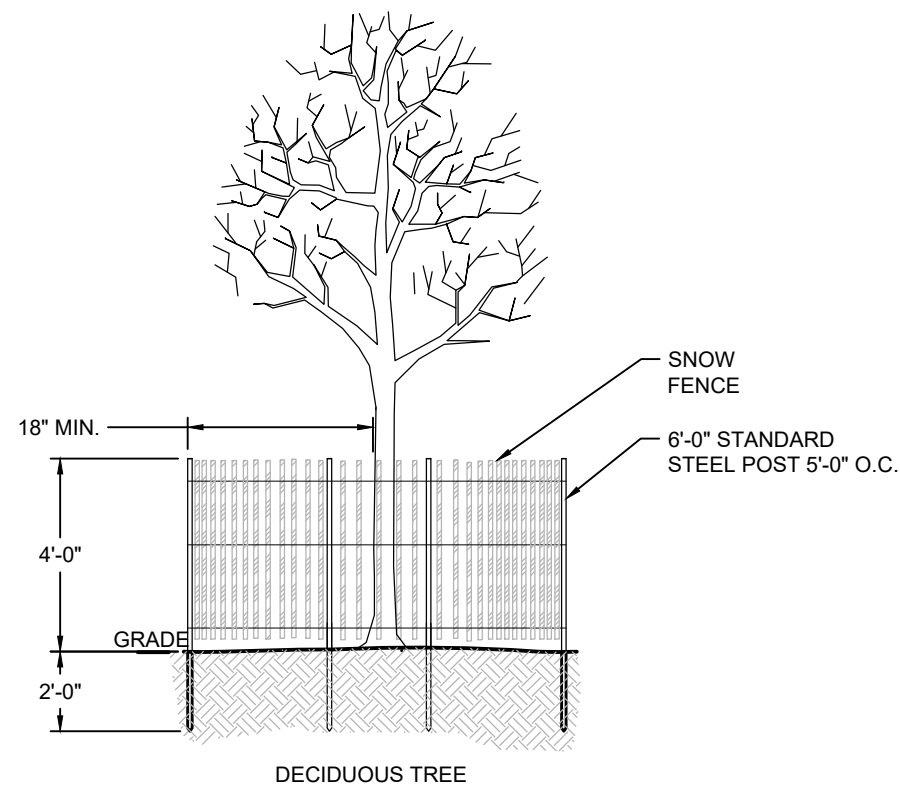
- NOTES:
1. SILT SOCK MANUFACTURER TO BE SILT SOXX OR ENGINEER APPROVED EQUAL.
  2. ALL MATERIAL TO MEET MANUFACTURER'S SPECIFICATIONS.
  3. SEDIMENT SILT SOCK TO BE FILLED WITH LEAF COMPOST AND/OR WOODY MULCH PER MANUFACTURER'S REQUIREMENTS.
  4. FOLLOWING CONSTRUCTION AND SITE STABILIZATION, COMPOST MATERIAL TO BE REMOVED OR DISPERSED ON SITE, AS APPROVED BY THE ENGINEER.

2) **SILT SOCK TYP.**  
NOT TO SCALE



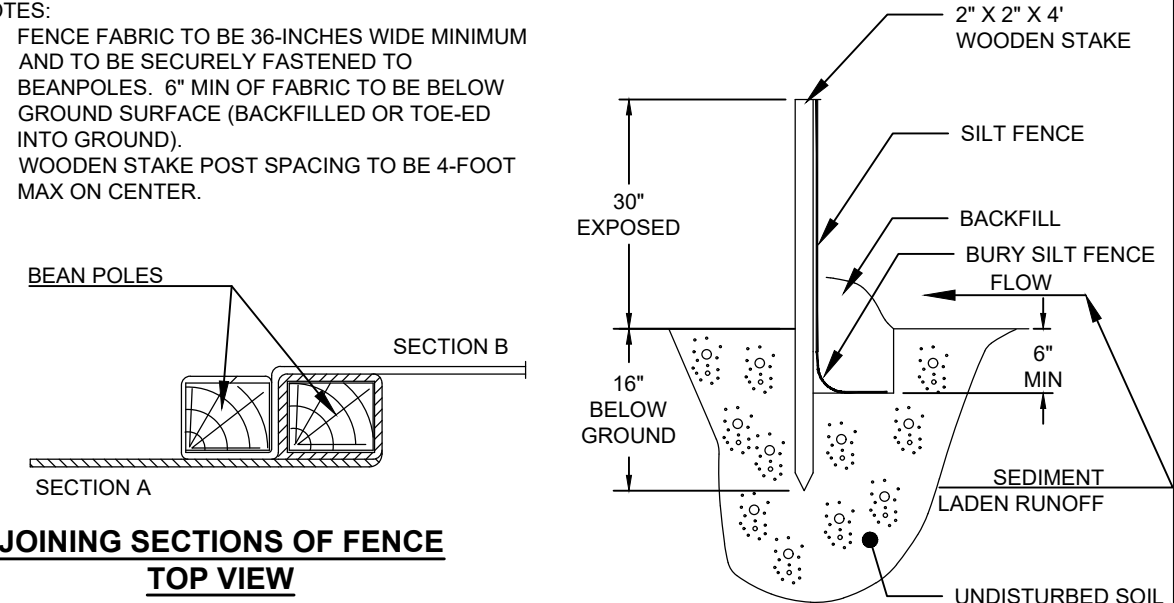
- NOTES:
1. SHAKER RACK IS TO BE USED ON EXISTING PAVEMENT. SHAKER RACK TO BE METAL OR RECYCLED PLASTIC. MANUFACTURERS/PRODUCTS OR APPROVED EQUIVALENT:  
PRESTO GEOSYSTEMS; GEOTERRA  
FODS MAT; FONTERA
  2. CONSTRUCTION ENTRANCE(S) TO REMAIN UNTIL FINISHED GRADES ARE REACHED AND ALL VULNERABLE SLOPES ARE PROTECTED/STABILIZED.
  3. SEE SITE PLANS FOR LOCATIONS.
  4. UPON SUBSTANTIAL COMPLETION, ALL GRAVEL USED IS TO BE REMOVED AND PROPERLY DISPOSED OF OR RE-USED OFF-SITE. SWEEP ALL PAVED AREAS WITH SEDIMENT AS A RESULT OF CONSTRUCTION.

3 CONSTRUCTION ENTRANCE/EXIT  
NOT TO SCALE



- NOTES:
1. FENCING SHALL BE ORANGE RESINET SM60 BARRIER FENCE "SNOW FENCE" OR APPROVED EQUIVALENT.
  2. POST SHALL BE HOT ROLLED RAIL STEEL AND FORMED INTO A "T". DIMENSIONS OF "T" POST SECTION, APPROXIMATELY 1 7/16" X 1 5/16" X 1/8" X 6' (SIX FEET) LONG. THE POST SHALL BE PAINTED GREEN OR GALVANIZED.
  3. THE FENCING SHALL REMAIN IN PLACE UNTIL ALL EXCAVATION HAS BEEN COMPLETED AND THE SURFACE HAS BEEN RE-ESTABLISHED.
  4. PROTECT GROUPS OF TREES WHERE APPLICABLE.

4 TREE PROTECTION TYP.  
NOT TO SCALE



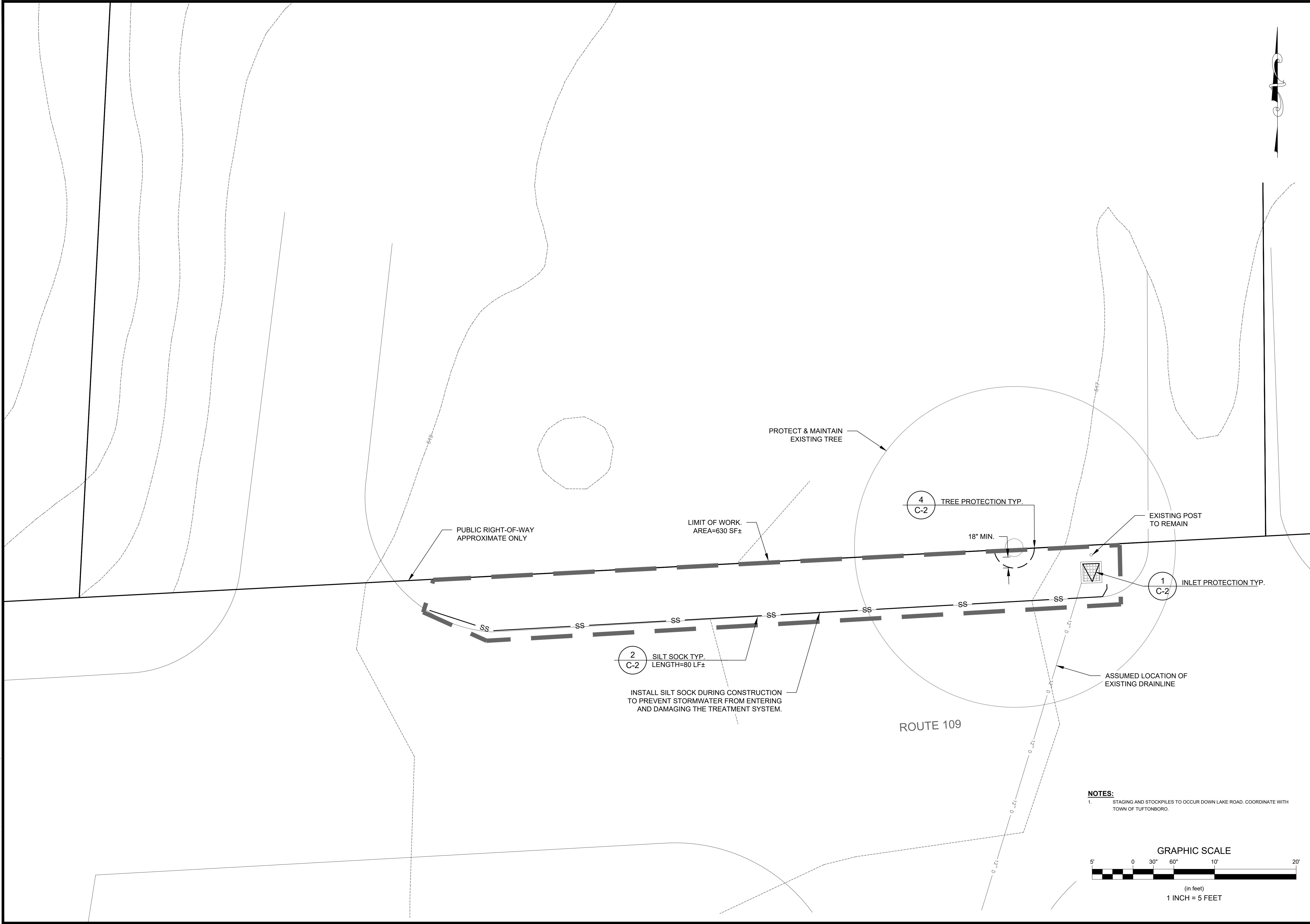
- NOTES:
1. FENCE FABRIC TO BE 36-INCHES WIDE MINIMUM AND TO BE SECURELY FASTENED TO BEANPOLES. 6" MIN OF FABRIC TO BE BELOW GROUND SURFACE (BACKFILLED OR TOE-ED INTO GROUND).
  2. WOODEN STAKE POST SPACING TO BE 4-FOOT MAX ON CENTER.

### JOINING SECTIONS OF FENCE

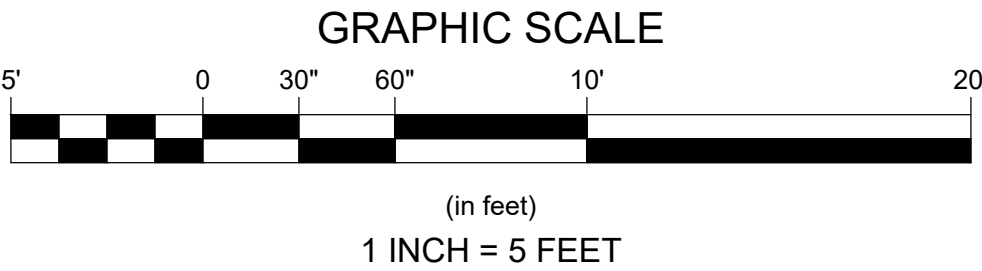
5 **SILT FENCE TYP.**  
NOT TO SCALE

Project Number: 19058		Sheet : 2 of 15		Sheet Number: C - 2	
Registration:					
Survey Provided By: A FIELD SURVEY WAS NOT CONDUCTED ALL SITE FEATURES SHOWN ARE APPROXIMATE ONLY. CONDITIONS HEREON ARE BASED UPON DATA FROM THE FOLLOWING SOURCES: FIELD OBSERVATIONS; FIELD SKETCHES; X GOOGLE EARTH BASE MAP; UNDERWORK & UTILITY INFORMATION; PROXIMITY LINES; APPROXIMATE ONLY BASED UPON THE LATEST STATE GIS DATA. TOPOGRAPHY AND CONTIGUOUS DATA AT 2 INTERVALS BASED UPON THE LATEST STATE GIS DATA.					
Prepared For: Lake Winnepesaukee Association P.O. Box 1624 Meredith, NH 03253 Phone: (603) 581-6632 Fax: ---					
Plan Title: CONSTRUCTION NOTES					
Plan Set: MOULTONBOROUGH BAY 75% DESIGN SUBMISSION TUFTONBORO, NH					
Horsley Witten Group, Inc. Sustainable Environmental Solutions www.horsleywitten.com 90 Route 6A Sandwich, MA 02563 508-833-6600 voice 508-833-3150 fax					
Date: AUGUST 2020		Designed By: BAL/MP		Drawn By: BAL/MP	
Checked By: KAC					
Rev:		Date:		By:	
				Description:	

last modified: 09/08/20    printed: 09/08/20 by bl    H:\Projects\2019\19058 moultontonborough bay-winter harbor\Drawings\19058 DM.dwg



- NOTES:**
1. STAGING AND STOCKPILES TO OCCUR DOWN LAKE ROAD. COORDINATE WITH TOWN OF TUFTONBORO.

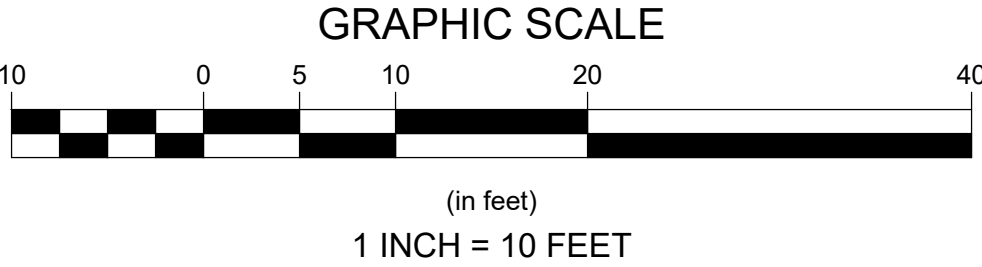
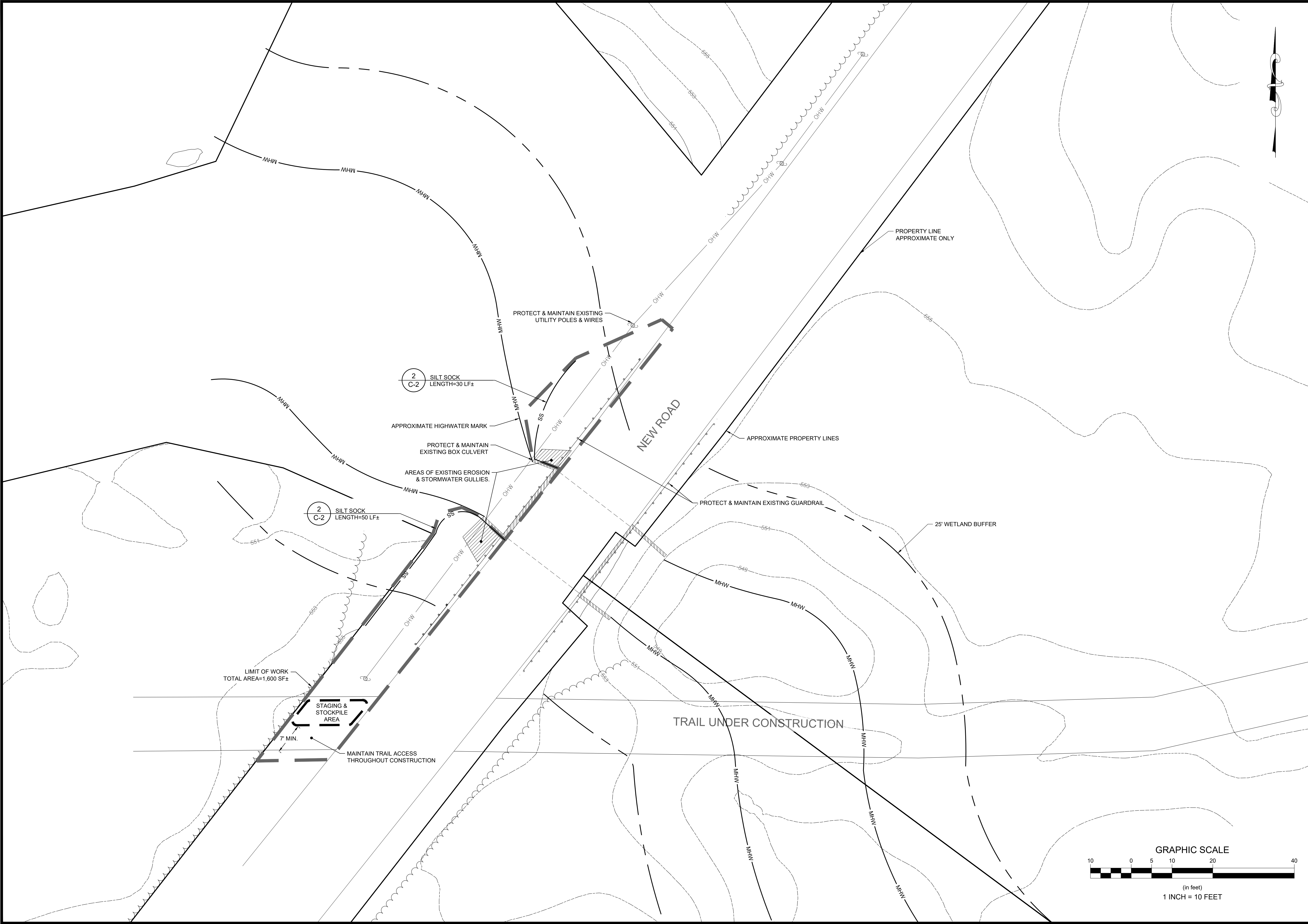



<b>Revisions</b>			<b>Horsley Witten Group, Inc.</b> Sustainable Environmental Solutions www.horsleywitten.com 40 Route 6A Sandwich, MA 02563 508-833-6600 voice 508-833-3150 fax	Drawn By:	Checked By:
				BALJMP	PAC
Date:		August 2020		Designed By:	BAJUMP
Rev:					

<b>MOULTONBOROUGH BAY</b> <b>75% DESIGN SUBMISSION</b> <b>TUFTONBORO, NH</b>	
Plan Set:	Plan Title:
Prepared For:	<b>DEMOLITION &amp; EROSION CONTROL - 1-01B</b>
<b>Lake Winnepesaukee Association</b> P.O. Box 1824 Meredith, NH 03253 Phone: (603) 581-6632 Fax: ---	
<small>Survey Provided By: If any survey is used, ALL SURVEY DATA MUST BE CONSIDERED. ALL SITE FEATURES SHOWN ARE APPROXIMATE ONLY. CONDITIONS HEREON ARE BASED UPON DATA FROM THE FOLLOWING SOURCES: BASE MAP, LINES, WORKS, &amp; UTILITY INFORMATION, FIELD OBSERVATIONS, FIELD SKETCHES, &amp; GOOGLE EARTH PROPERTY LINES: APPROXIMATE ONLY, BASED UPON THE LATEST STATE GIS DATA TOPOGRAPHY AND CONTIGUOUS: APPROXIMATE ONLY, 2' INTERVALS BASED UPON THE LATEST STATE GIS DATA</small>	
Registration:	
Project Number:	Sheet :
19058	4 of 15
Sheet Number:	
C - 4	

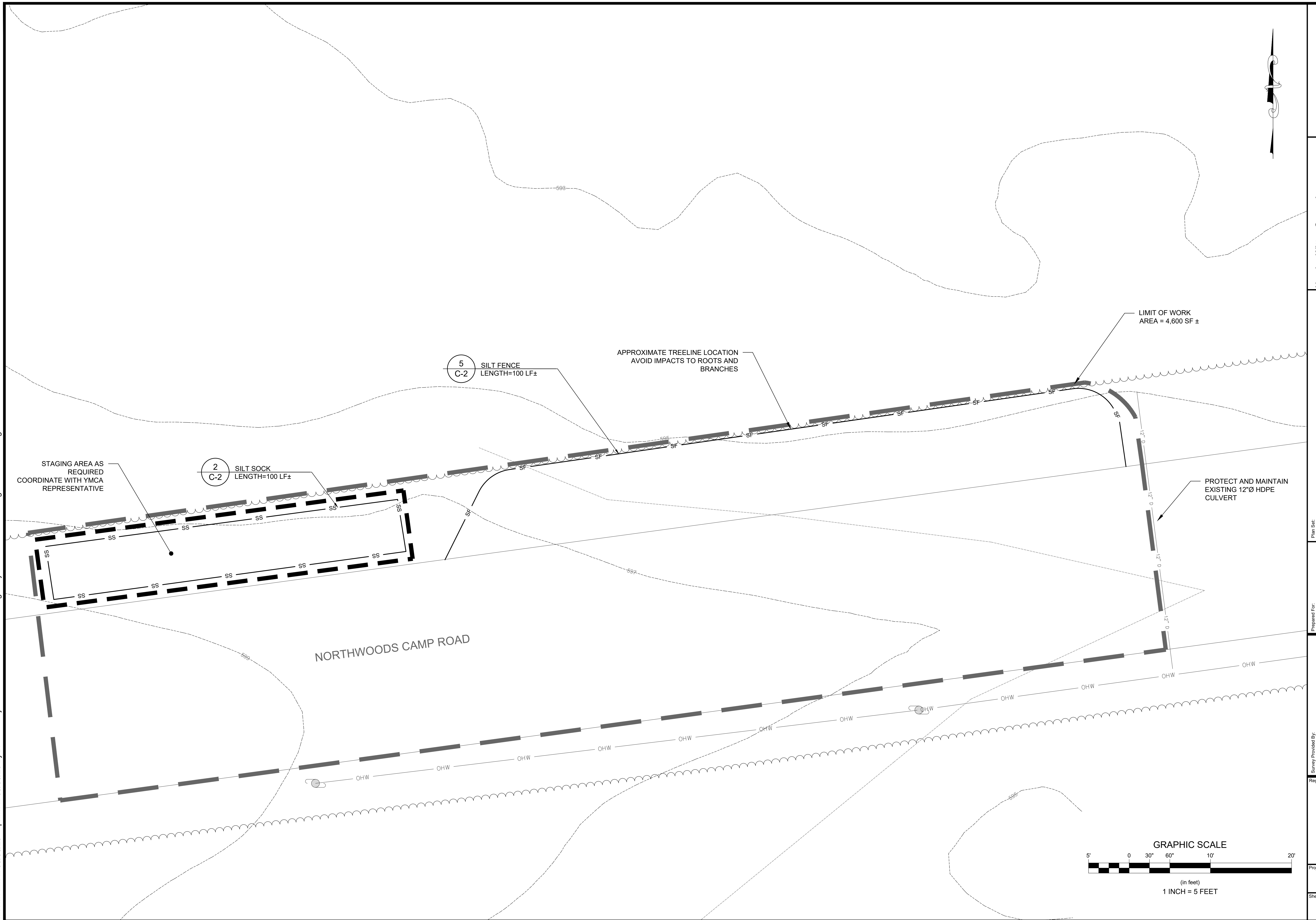


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<b>Revisions</b>	Date			By			Appr			Description		
	Rev											
<div><div><b>Horsley Witten Group, Inc.</b> Sustainable Environmental Solutions www.horsleywitten.com 80 Route 6A Sandwich, MA 02563 508-833-6600 voice 508-833-3150 fax</div><div>Drawn By: BAL/JMP Designed By: BAL/JMP Checkd By: PAC Date: AUGUST 2020</div></div>												
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<div><div>Prepared For: <b>Lake Winnepesaukee Association</b> P.O. Box 1524 Meredith, NH 03253 Phone: (603) 581-6632 Fax: ---</div><div>Survey Provided By: All work was computerized. All site features shown are approximate only. Conditions herein are based upon data from the following sources: BASE MAP, LITERATURE &amp; UTILITY INFORMATION FIELD OBSERVATIONS, FIELD SKETCHES &amp; GOOGLE EARTH PROPERTY LINES: APPROXIMATE ONLY BASED UPON THE LATEST STATE GIS DATA TOPOGRAPHY AND CONTIGUOUS ADJACENT 2' INTERVALS BASED UPON THE LATEST STATE GIS DATA</div></div>												
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Registration:		Project Number: 19058		Sheet: 6 of 15	
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Lake Winnepesaukee Association P.O. Box 1624 Meredith, NH 02853 Phone: (603) 581-6632 Fax: ---					

NOT TO SCALE



**NOT TO SCALE**



NOT TO SCALE



NOT TO SCALE



## SEDIM



NOT TO SCALE



NOT TO SCALE



NOT TO SCALE

GRAPHIC SCALE

**NOTES:**

1	2

**www.horsleywitten.com**  
**90 Route 6A**

## 75% DESIGN SUBMISSION

SITE LAYOUT - 1-01B

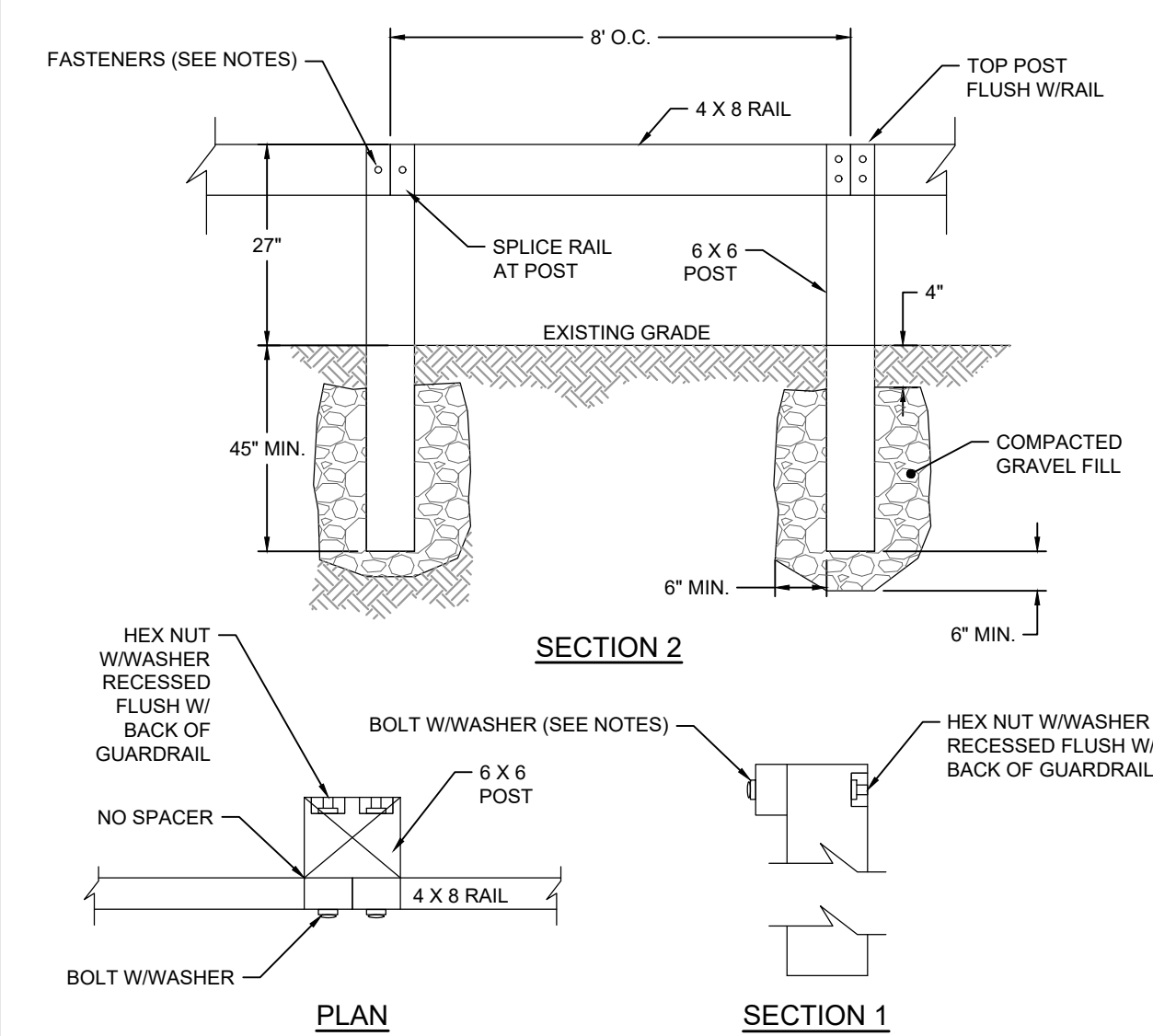
Association  
P.O. Box 1624

BASE MAP LINEWORK & UTILITY INFORMATION:  
FIELD OBSERVATIONS, FIELD SKETCHES, & GOOGLE EARTH  
BASED ON DATA FROM THE FOLLOWING SOURCES:

Number:	Sheet :
58	9 of 15

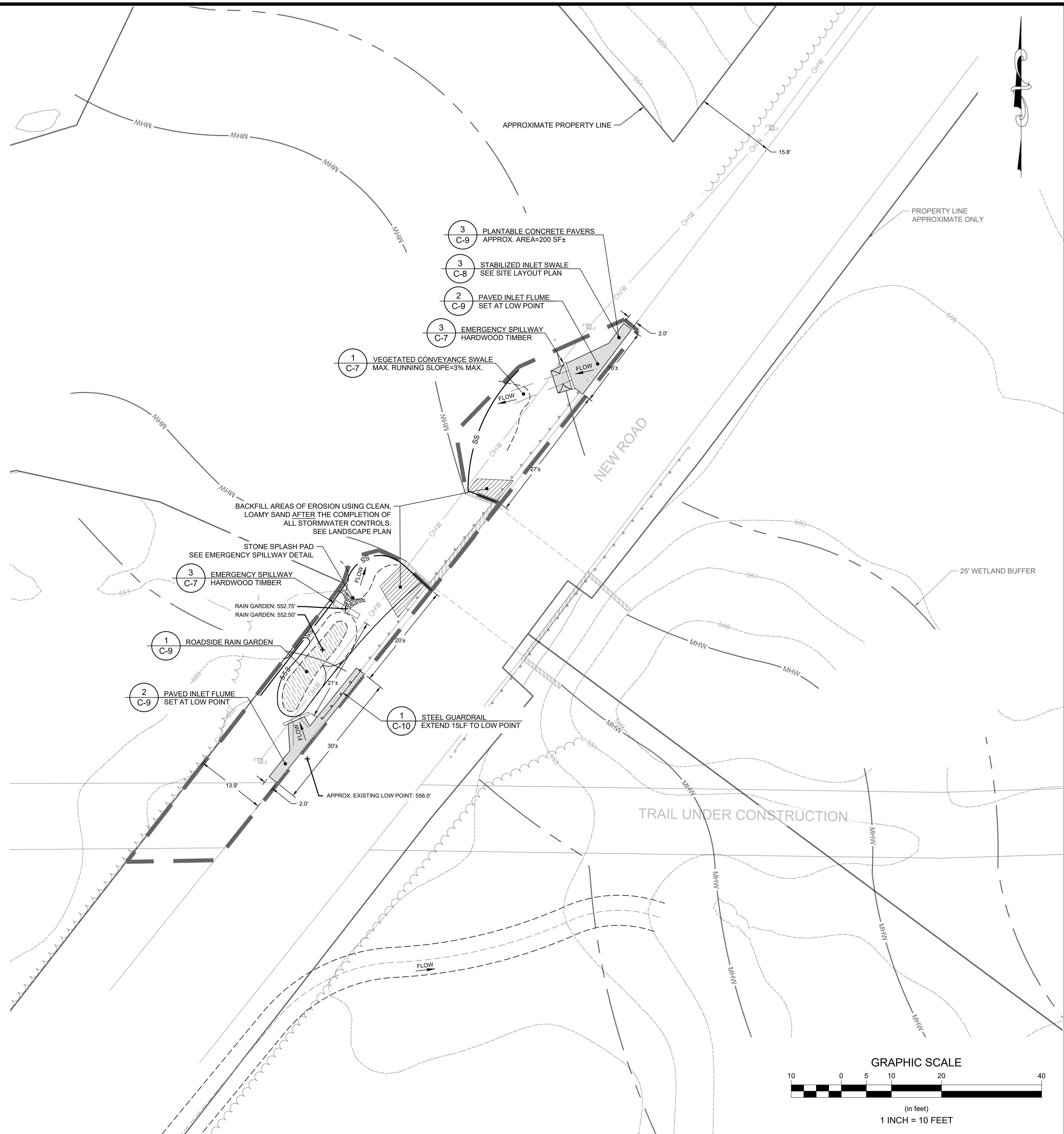
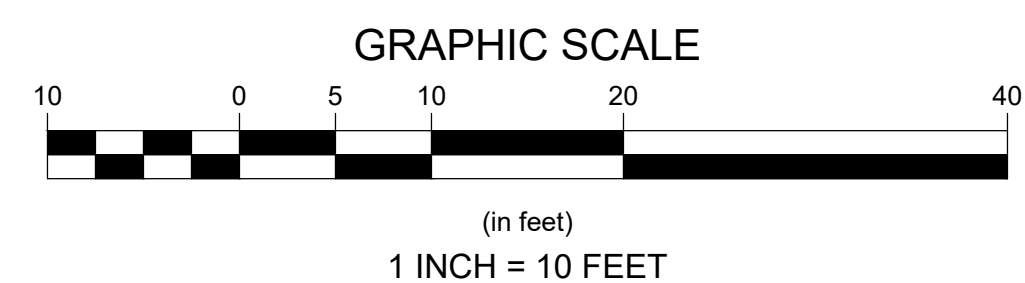
C - 9





- NOTES:
1. POST AND RAILS TO BE STEEL, UNLESS OTHERWISE APPROVED BY THE TOWN
  2. ALL SPLICES ARE TO BE MADE AT POSTS, IF NEEDED.
  3. BUMPER ANCHORS TO BE RAIL BOLTS WITH NUTS AND WASHER CONNECTION. FASTENERS TO BE HOT DIPPED GALVANIZED OR STAINLESS STEEL MATCHING ASTM A153 AND ASTM A653.
  4. THE CONTRACTOR TO INSTALL EITHER TWO 3/4"Ø BOLTS OR ONE 2"Ø BOLT AT EACH RAIL TO POST CONNECTION.
  5. COMPACTED GRAVEL FOOTING TO EXTEND AROUND THE ENTIRE POST.

**1 STEEL GUARDRAIL**  
NOT TO SCALE



Project Number: <b>19058</b>		Sheet: <b>10 of 15</b>	
Sheet Number: <b>C - 10</b>			
Survey Provided By: A FIELD SURVEY WAS NOT CONDUCTED. ALL SITE FEATURES AND LOCATIONS WERE OBTAINED FROM THE LATEST STATE GIS BASED MAP (NEWBORN & LUTHER) INFORMATION. FIELD OBSERVATIONS, FIELD SHEET CHECKS, & GOOGLE EARTH PROPERTY LINES. APPROXIMATE ONLY BASED UPON THE LATEST STATE GIS DATA. (DO NOT WAIT 2 INTERVALS BASED UPON THE LATEST STATE GIS DATA.		Registration:	
Prepared For: <b>Lake Winnepesaukee Association</b> 600 Main Street North Berwick, NH 03253 Phone: (603) 591-4832 Fax: ---		Plan Set: <b>MOULTONBOROUGH BAY          75% DESIGN SUBMISSION          TUFTONBORO, NH</b>  <b>SITE LAYOUT - 1-12</b>	
Prepared By: <b>Horsley Witten Group, Inc.</b> <b>Sustainable Environmental Solutions</b> <b>www.horsleywitten.com</b> <b>1000 Main Street</b> <b>Sandwich, MA 02563</b> <b>508-832-6600 voice</b> <b>508-832-3150 fax</b>		Revisions	
Date: <b>AUGUST 2020</b>		Checked By: <b>RAC</b>	
Designed By: <b>BAU/MP</b>		Drawn By: <b>BAU/MP</b>	
Rev.:		By:	
Date:		Description:	

last modified: 09/08/20      printed: 09/08/20 by bl      H:\Projects\2019\19058 moultontonborough bay-winter harbor\Drawings\19058 ST.dwg

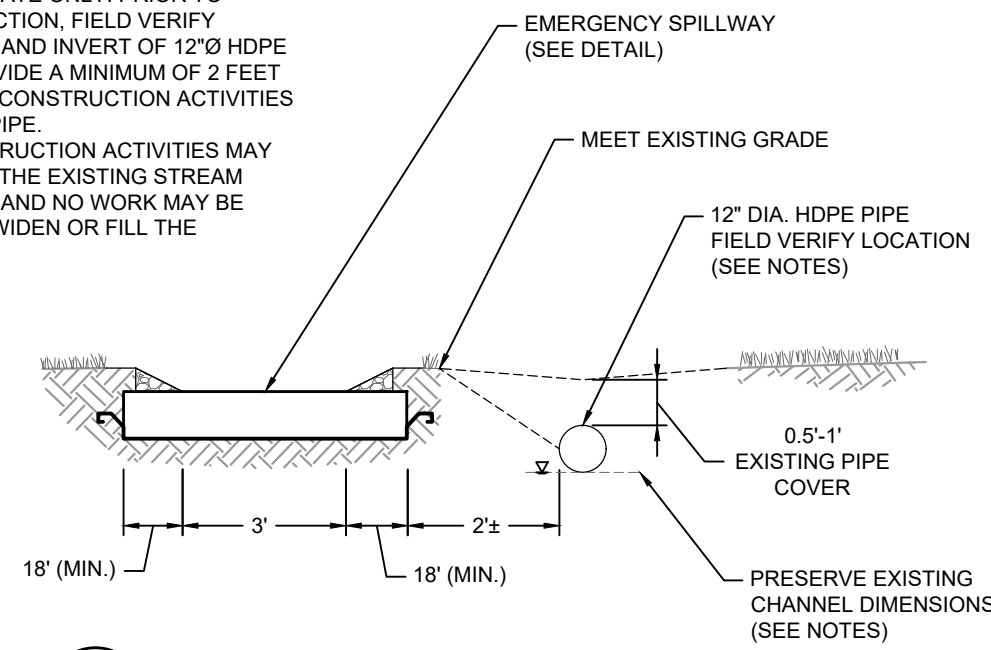
NOTES:

1. ALL SITE FEATURES SHOWN ARE APPROXIMATE ONLY. PRIOR TO CONSTRUCTION, FIELD VERIFY LOCATION AND INVERT OF 12" HDPE PIPE. PROVIDE A MINIMUM OF 2 FEET BETWEEN CONSTRUCTION ACTIVITIES AND THE PIPE.
2. NO CONSTRUCTION ACTIVITIES MAY OCCUR IN THE EXISTING STREAM CHANNEL, AND NO WORK MAY BE DONE TO WIDEN OR FILL THE CHANNEL.

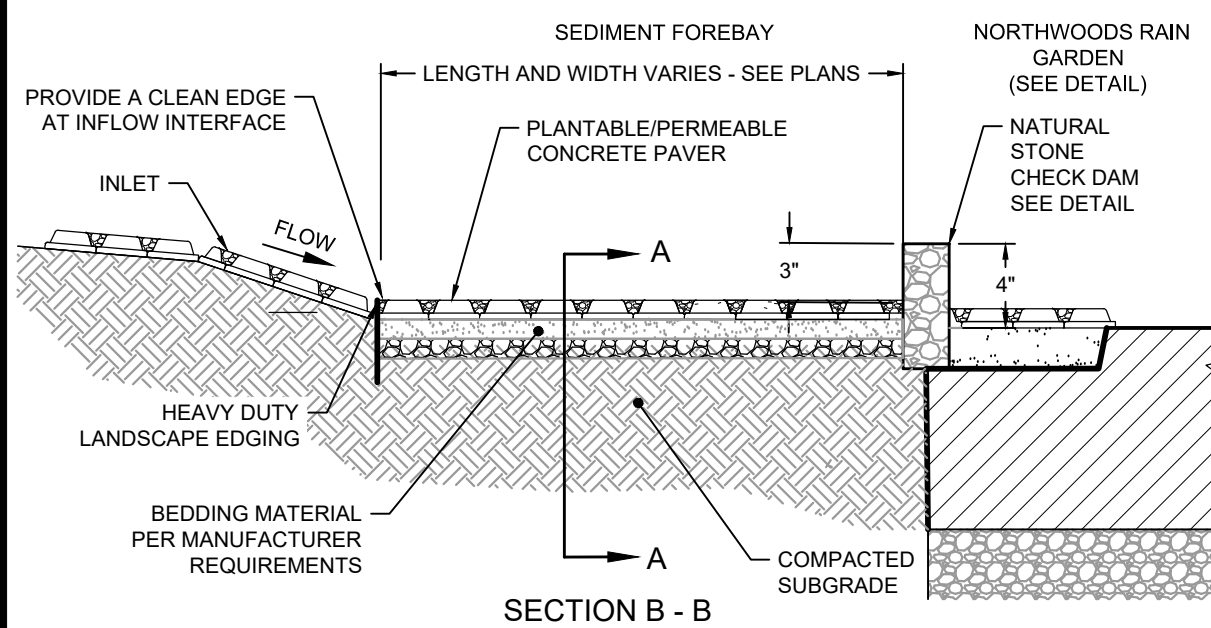
EMERGENCY SPILLWAY  
(SEE DETAIL)

MEET EXISTING GRADE

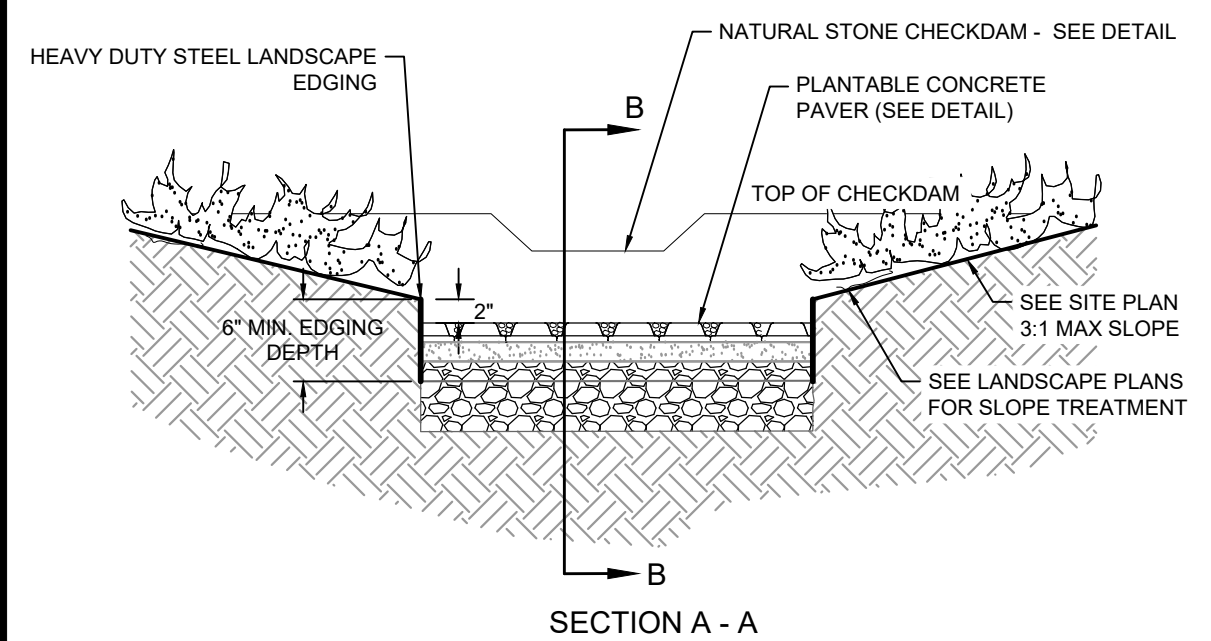
12" DIA. HDPE PIPE  
FIELD VERIFY LOCATION  
(SEE DETAIL)



1 CULVERT SPACING  
NOT TO SCALE



SECTION B - B

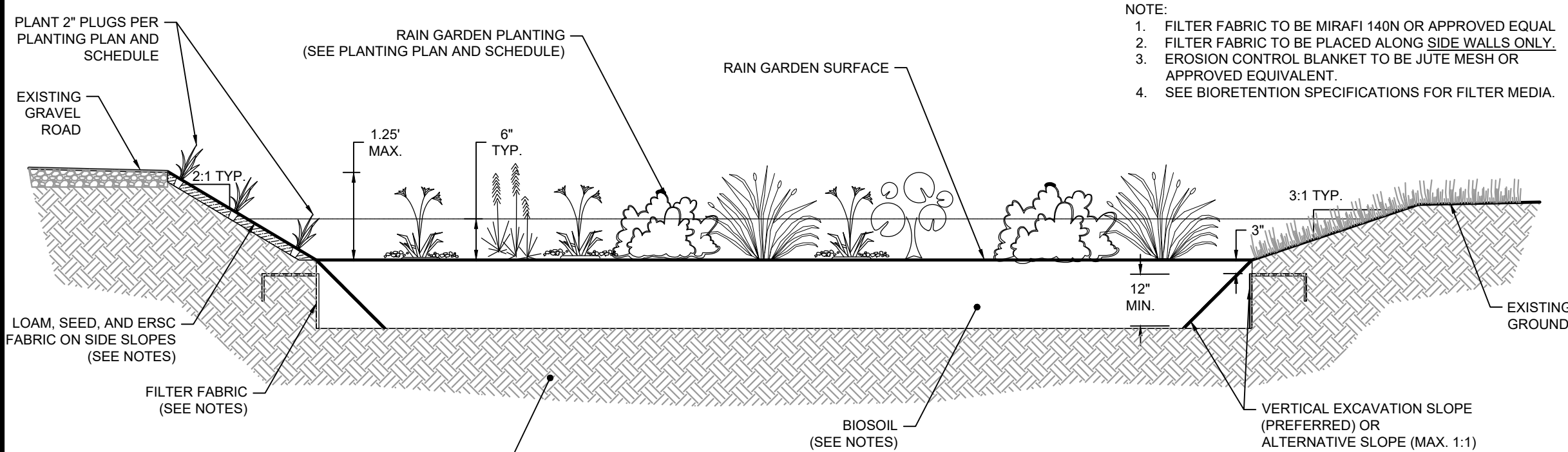


SECTION A - A

NOTES:

1. SEE SPECIFICATIONS FOR PLANTABLE PAVER REQUIREMENTS.
2. INSTALL PLANTABLE PAVER SYSTEM PER MANUFACTURERS REQUIREMENTS.
3. SHAPE FOREBAY AS REQUIRED WITH MIN. 6" SIDE SLOPE DEPTH.
4. LANDSCAPE EDGING: HEAVY DUTY STEEL LANDSCAPE EDGING ( $\frac{3}{4}$ " THICKNESS) WITH NATURAL FINISH
5. SEE PLANS FOR DIMENSIONS, GRADING, AND ELEVATIONS FOR SEDIMENT FOREBAY

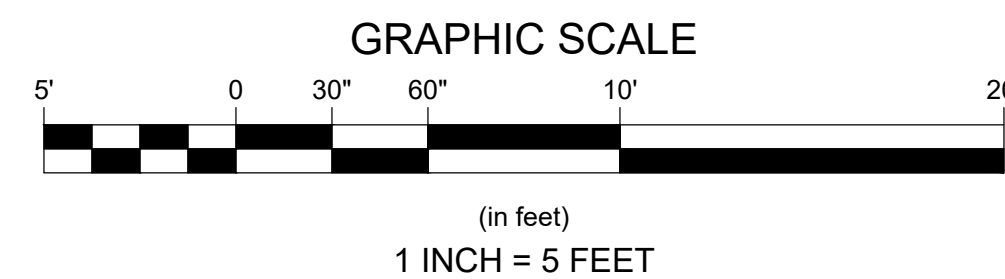
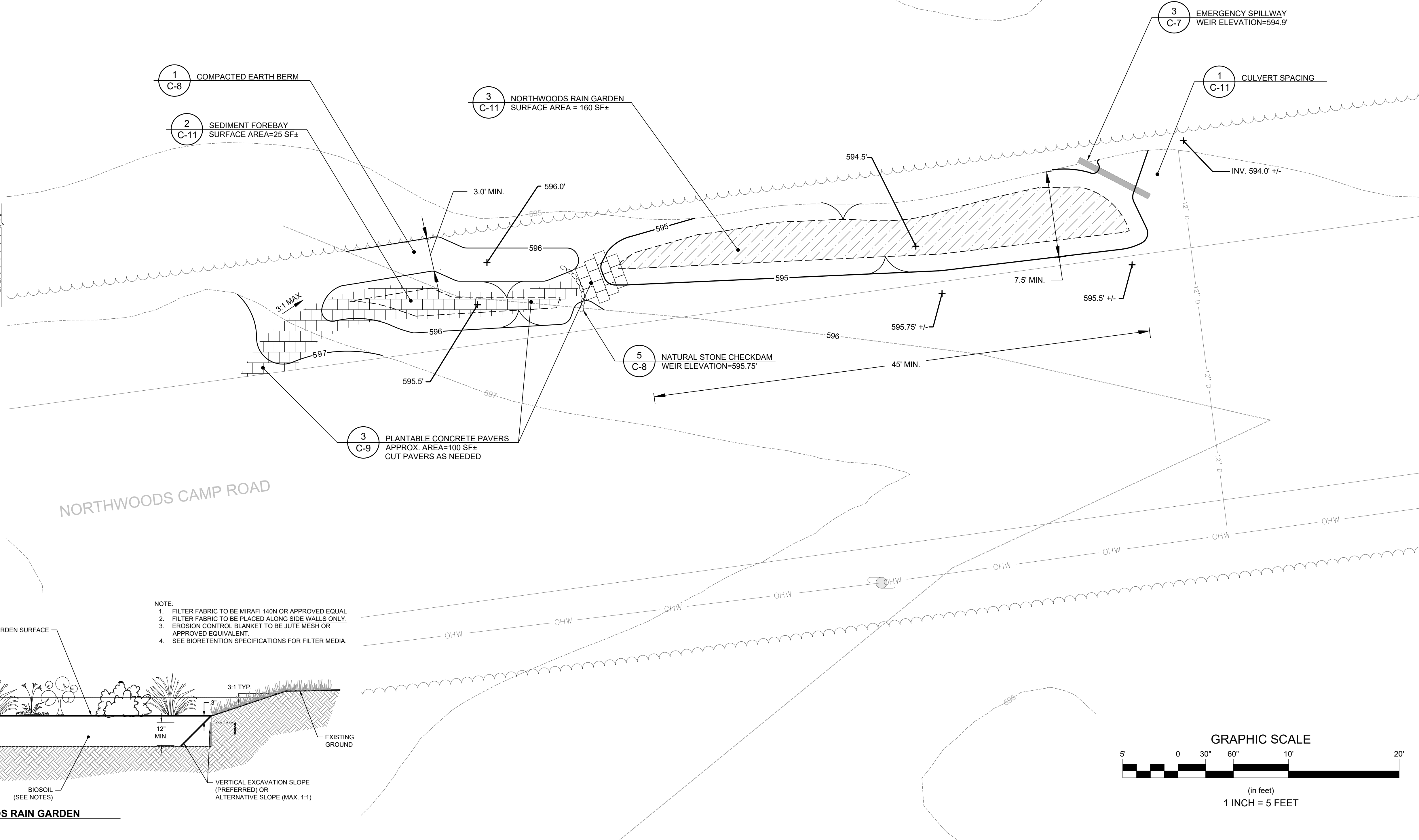
**2 SEDIMENT FOREBAY**  
NOT TO SCALE



3 NORTHWOODS RAIN GARDEN  
NOT TO SCALE

NOTE:

1. FILTER FABRIC TO BE MIRAFI 140N OR APPROVED EQUAL
2. FILTER FABRIC TO BE PLACED ALONG SIDE WALLS ONLY.
3. EROSION CONTROL BLANKET TO BE JUTE MESH OR APPROVED EQUIVALENT.
4. SEE BIORETENTION SPECIFICATIONS FOR FILTER MEDIA.



Registration:		Survey Provided By: A FIELD SURVEY WAS NOT CONDUCTED. ALL SITE FEATURES ARE BASED UPON DATA FROM THE FOLLOWING SOURCES: BASE MAPS, LITERATURE & UTILITY INFORMATION; FIELD OBSERVATIONS; FIELD SKETCHES; & GOOGLE EARTH PROPERTY LINES; APPROXIMATE ONLY BASED UPON THE LATEST STATE GIS DATA. TOPOGRAPHY AND CONTOURS; LIQOR DATA AT 7 INTERVALS BASED UPON THE LATEST STATE GIS DATA.		Prepared For: Lake Winnepesaukee Association P.O. Box 1624 Meredith, NH 02533 Phone: (603) 581-8632 FAX: ---		Plan Set:  MOULTONBOROUGH BAY 75% DESIGN SUBMISSION TUFTONBORO, NH		Plan Title:  SITE LAYOUT - 4-07		<div><div><div><div><div><div></div><div></div><div></div><div></div><div></div></div><div></div><div></div><div></div><div></div></div><div></div><div></div><div></div><div></div><div></div></div><div></div><div></div><div></div><div></div><div></div></div><div></div><div></div><div></div><div></div><div></div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> 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THE FOLLOWING NOTES ARE PROVIDED AS GENERAL PLANTING GUIDELINES ONLY. THOROUGHLY REVIEW THE PROJECT SPECIFICATIONS FOR ALL LANDSCAPE REQUIREMENTS PRIOR TO THE COMMENCEMENT OF ANY LANDSCAPE WORK. SUBMIT IN WRITING TO THE LANDSCAPE ARCHITECT ANY QUESTIONS OR CLARIFICATIONS REQUIRED AT A MINIMUM OF 30 DAYS PRIOR TO ORDERING ANY MATERIALS OR BEGINNING ANY LANDSCAPE CONSTRUCTION.

2. SUBMIT TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL ALL REQUIRED LANDSCAPE SUBMITTALS AS DESCRIBED IN THE SPECIFICATIONS INCLUDING A PLANT LIST WITH PLANT SIZE AND QUANTITIES TO BE ORDERED PRIOR TO DELIVERY TO THE PROJECT SITE.

3. FURNISH AND INSTALL ALL PLANTS AS SHOWN ON THE DRAWINGS AND IN THE SIZE AND QUANTITIES SPECIFIED ON THE PLANTING SCHEDULE. PLANT SUBSTITUTION SELECTION MUST BE APPROVED BY BIOLOGIST OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

4. ALL PLANTS TO COMPLY WITH APPLICABLE REQUIREMENTS OF ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK," LATEST EDITION, PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION INC.

5. PLANTS TO BE GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR AT LEAST TWO (2) YEARS. USE HEALTHY NURSERY GROWN PLANTS, FREE OF DISEASE, INSECTS, AND PESTS. EGGS OR LARVAE, AND HAVE A WELL DEVELOPED ROOT SYSTEM.

6. INSTALL PLANTS WITHIN ONE (1) WEEK OF PURCHASE. IF PLANTS ARE TO BE STORED AT THE SITE PRIOR TO PLANTING, IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THEY ARE PROPERLY MAINTAINED, WATERED, AND REMAIN HEALTHY.

7. PROCEED WITH PLANTING ONLY WHEN EXISTING AND FORECASTED WEATHER CONDITIONS PERMIT. SUBMIT TO THE LANDSCAPE ARCHITECT IN WRITING THE PROPOSED PLANTING SCHEDULE. OBTAIN APPROVAL OF PLANTING SCHEDULE FROM THE LANDSCAPE ARCHITECT PRIOR TO PERFORMING ANY WORK.

8. SEASONS FOR PLANTING:

SPRING:	DECIDUOUS:	APRIL 1 TO JUNE 15
	EVERGREEN:	APRIL 1 TO JUNE 15
	PERENNIALS:	APRIL 15 TO JUNE 1
	GROUNDCOVERS:	APRIL 15 TO JUNE 1
FALL:	DECIDUOUS:	SEPTEMBER 15 TO NOVEMBER 15
	EVERGREEN:	SEPTEMBER 15 TO NOVEMBER 15
	PERENNIALS:	SEPTEMBER 15 TO NOVEMBER 15
	GROUNDCOVERS:	SEPTEMBER 15 TO NOVEMBER 15

9. PLANTING UNDER FROZEN CONDITIONS IN EITHER THE SPRING OR FALL WILL NOT BE PERMITTED. PLANTING BEFORE OR AFTER THE ABOVE REFERENCED PLANTING DATES WILL INCREASE THE LIKELIHOOD OF PLANT OR GRASS SEED ESTABLISHMENT FAILURE. ANY DEVIATION FROM THE ABOVE REFERENCED PLANTING DATES IS UNDERTAKEN AT SOLE RISK OF THE CONTRACTOR AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ANY ADDITIONAL MAINTENANCE AND WATERING WHICH MAY BE REQUIRED TO ENSURE SATISFACTORY PLANT AND SEED ESTABLISHMENT.

10. FURNISH ONE YEAR MANUFACTURER WARRANTY FOR TREES, PLANTS, AND GROUND COVER AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLECT, OR ABUSE BY OWNER, OR ABNORMAL WEATHER CONDITIONS UNUSUAL FOR WARRANTY PERIOD. THE DATE OF FINAL ACCEPTANCE OF ALL COMPLETED PLANTING WORK ESTABLISHES THE END OF INSTALLATION AND INITIAL MAINTENANCE PERIOD AND THE COMMENCEMENT OF THE GUARANTEE PERIOD.

11. INSPECT ALL AREAS TO BE PLANTED OR SEEDED PRIOR TO STARTING ANY LANDSCAPE WORK. REPORT ANY DEFECTS SUCH AS INCORRECT GRADING, INCORRECT SUBGRADE ELEVATIONS OR DRAINAGE PROBLEMS, ETC. TO THE LANDSCAPE ARCHITECT AND ENGINEER PRIOR TO BEGINNING WORK. COMMENCEMENT OF WORK INDICATES ACCEPTANCE OF SUBGRADE AREAS TO BE PLANTED, AND THE LANDSCAPE CONTRACTOR ASSUMES RESPONSIBILITY FOR ALL LANDSCAPE WORK.

12. PROVIDE PROPER PREPARATION OF ALL PROPOSED PLANTED AND SEEDED AREAS PER THE NOTES AND SPECIFICATIONS.

13. BALL AND BURLAP: REMOVE BURLAP AND WIRE BASKETS FROM TOPS OF BALLS AND FROM TOP HALF OF ROOTBALL AS INDICATED ON DRAWINGS. REMOVE PALLETS, IF ANY, BEFORE SETTING.

14. POTTED PLANTS: REMOVE THE PLANT FROM THE POT AND LOOSEN OR SCORE THE ROOTS BEFORE PLANTING TO PROMOTE OUTWARDS ROOT GROWTH INTO THE SOIL.

15. PLUGS: PLANT UPRIGHT AND NOT AT AN ANGLE. DIG PLANTING HOLES LARGE ENOUGH AND DEEP ENOUGH TO ACCOMMODATE THE ENTIRE ROOT MASS. PLANT PLUGS WITH NO TWISTED OR BALLED ROOTS AND WITH NO ROOTS EXPOSED ABOVE THE GRADE LINE. HAND PACK THE SOIL AROUND THE ENTIRE PLUG ROOT MASS.

16. DIG THE THE PLANTING HOLE TO THE SAME DEPTH AS THE ROOT BALL AND TWO TO THREE TIMES WIDER. SCORE ALL SIDES OF THE HOLE. PLACE THE PLANT IN THE HOLE SO THE TOP OF ROOT BALL IS EVEN WITH SOIL SURFACE. FILL THE HOLE HALFWAY AND THEN ADD WATER ALLOWING IT TO SEEP INTO BACK FILLED MATERIAL. BE SURE TO REMOVE ALL AIR POCKETS FROM BACK FILLED SOIL. DO NOT SPREAD SOIL ON TOP OF THE ROOTBALL. IF SOIL IS EXTREMELY POOR, REPLACE BACK FILL WITH GOOD QUALITY TOP SOIL. AMEND THE SOIL, AS NECESSARY.

17. CREATE A 2" TO 4" BERM AROUND THE EDGE OF PLANTING HOLE WITH REMAINING SOIL TO RETAIN WATER.

18. REMOVE ALL PLANT TAGS AND FLAGS FROM THE PLANTS.

19. MULCH ALL PLANTING BEDS AS INDICATED ON DRAWINGS. UNLESS NOTED OTHERWISE, ALL PLANTS TO RECEIVE 2-3 INCHES OF MULCH. DO NOT PILE OR MOUND MULCH AROUND THE PLANT STEMS OR TRUNK.

25% CREEPING RED FESCUE - *Festuca rubra*  
25% CHEWINGS FESCUE - *Festuca rubra* subsp. *commutata*  
25% HARD FESCUE - *Festuca brevipila*  
25% SHEEP FESCUE - *Festuca ovina*


OR APPROVED EQUAL

1. PROVIDE PROPER PLANT CARE, MAINTENANCE AND WATERING ON SITE UNTIL SUCH TIME AS THE LANDSCAPING IS ACCEPTED BY THE PROPERTY OWNER AS SATISFACTORY PER THE SPECIFICATIONS OR AS DETERMINED BY ANY WRITTEN AGREEMENTS BETWEEN THE CONTRACTOR AND PROPERTY OWNER.
2. ESTABLISH AN APPROPRIATE WATERING SCHEDULE FOR ALL PLANT MATERIAL BASED UPON PLANT SPECIES REQUIREMENTS AND PROVIDE IN WRITING TO THE LANDSCAPE ARCHITECT AND OWNER FOR REVIEW AND APPROVAL. ADHERE TO THE APPROVED SCHEDULE UNTIL PLANTS ARE FULLY ESTABLISHED.
3. AT A MINIMUM THE NEWLY SEEDED AND/OR HYDROSEEDED LAWNS SHOULD BE WATERED 2-3 TIMES WEEKLY THROUGHOUT ESTABLISHMENT AND DURING DROUGHT CONDITIONS. SPECIAL CARE SHOULD BE TAKEN TO ENSURE THAT THE LAWN IS NOT SATURATED DURING WATERING. IF AN IRRIGATION SYSTEM IS NOT PROVIDED, A TEMPORARY IRRIGATION SYSTEM OR HANDHELD GARDEN HOSE SHALL BE USED FOR WATERING SEEDED AREAS. THE AREA MUST BE MAINTAINED CONSISTENTLY MOIST FOR THE BEST GERMINATION RESULTS. ADDITIONAL WATERING WILL BE REQUIRED IF PLANTING AND SEEDING OCCUR OUTSIDE OF THE RECOMMENDED PLANTING SEASONS.

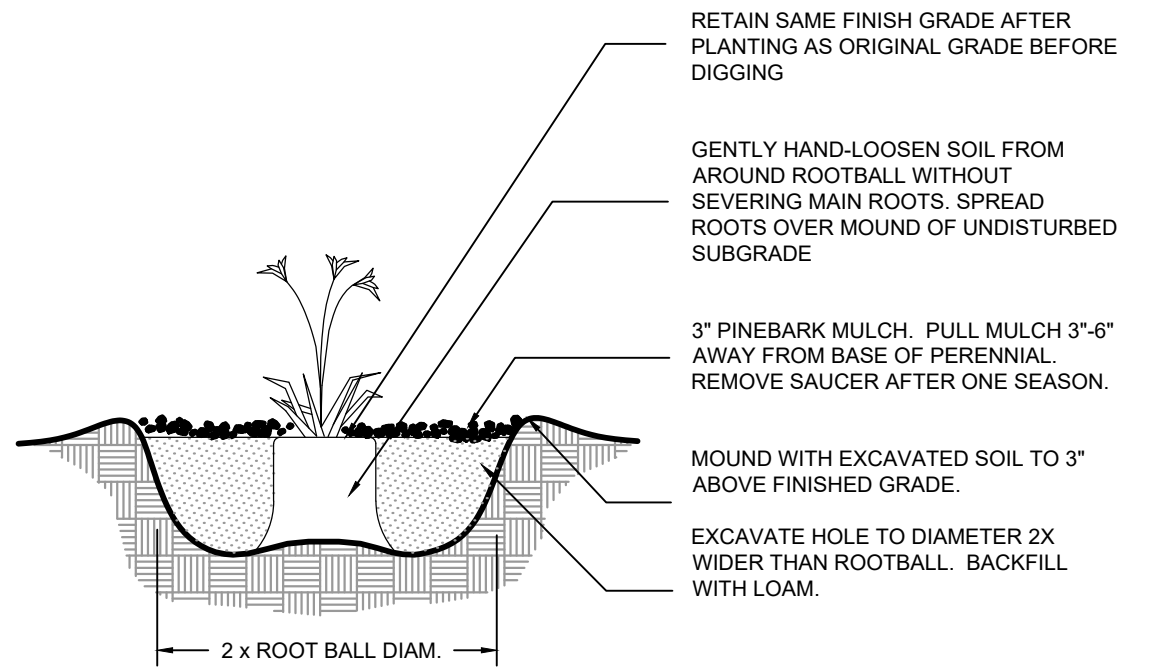
Key	Qty.	Botanical Name	Common Name	Size	Spacing
<b>SHRUBS</b>					
FG	2	<i>Fothergilla gardenii</i>	Dwarf Fothergilla	#5	4' O.C.
VDBM	3	<i>Viburnum dentatum</i> 'Blue Muffin'	Blue Muffin Arrowwood Viburnum	#5	5' O.C.
<b>GROUNDCOVERS &amp; PERENNIALS</b>					
AS	13	<i>Achillea</i> 'Sassy Summer Silver'	Silver-leaf Yarrow	#1	24" O.C.
BA	8	<i>Baptisia australis</i>	Blue False Indigo	#3	36" O.C.
ES	13	<i>Eragrostis spectabilis</i>	Purple Lovegrass	#1	30" O.C.
EDLJ	3	<i>Eupatorium dubium</i> 'Little Joe'	Little Joe Pye Weed	#3	30" O.C.
IVE	3	<i>Iris versicolor</i>	Blue Flag	#1	24" O.C.
JE	4	<i>Juncus effusus</i>	Soft Rush	#1	24" O.C.
PD	13	<i>Penstemon digitalis</i> 'Husker Red'	Husker Red Beardtongue	#1	24" O.C.



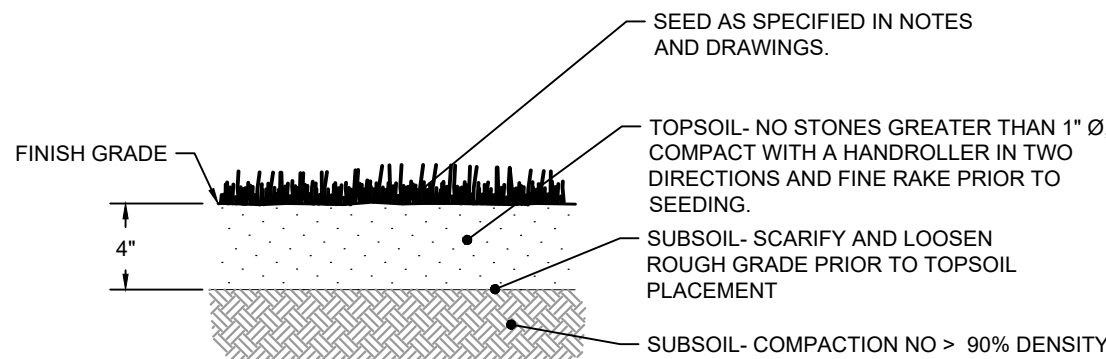
(in feet)  
1 INCH = 10 FEET

Project Number: 19058		Sheet : 12 of 15		Sheet Number: L - 12	
Survey Provided By: A FIELD SURVEY WAS NOT CONDUCTED. ALL SITE FEATURES WERE OBTAINED FROM THE LATEST STATE GIS DATA. ALL AREAS BASED UPON DATA FROM THE FOLLOWING SOURCES: BASE MAP, INVENTORY, AND UTILITY INFORMATION. FIELD OBSERVATIONS, FIELD SKETCHES, & GOOGLE EARTH PROPERTY LINES. V BASED UPON THE LATEST STATE GIS DATA. TOPOGRAPHY AND CONTIGUOUS LIDAR DATA AT 2' INTERVALS BASED UPON THE LATEST STATE GIS DATA.		Prepared For: Lake Winnepesaukee Association 1000 Lakeside Drive Lake Umbagog, NH 03233 Phone: (603) 551-6632 FAX: ----		Plan Set: MOULTONBOROUGH BAY 75% DESIGN SUBMISSION TUFTONBORO, NH	
Registration:		Horsley Witten Group, Inc. Sustainable Environmental Solutions www.horsleywitten.com 1000 Main Street Sandwich, MA 02563 508-833-6600 voice 508-833-3150 fax			
Date: AUGUST 2020		Designed By: BAL/JMP		Checked By: BAL/JMP	
Rev:		Date		By	
Description		Rev:		Description	

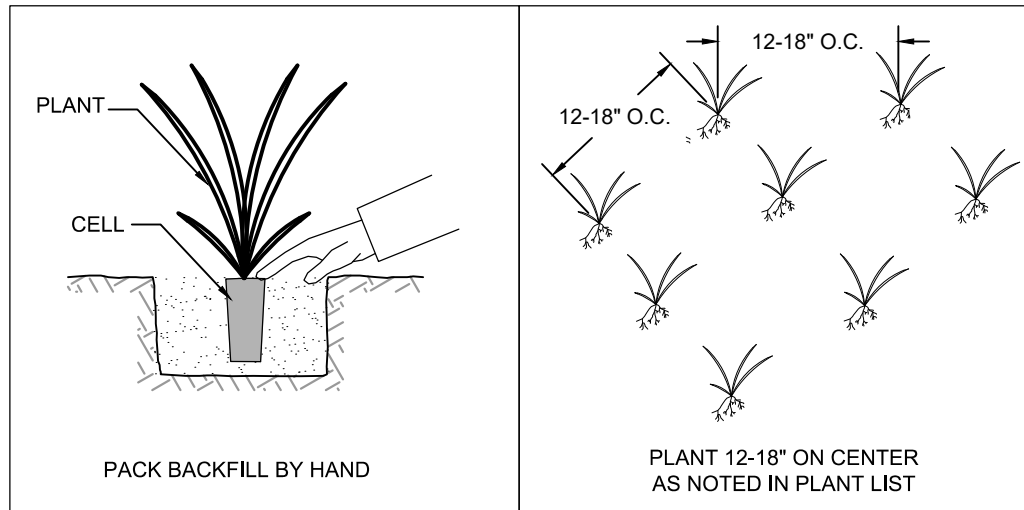




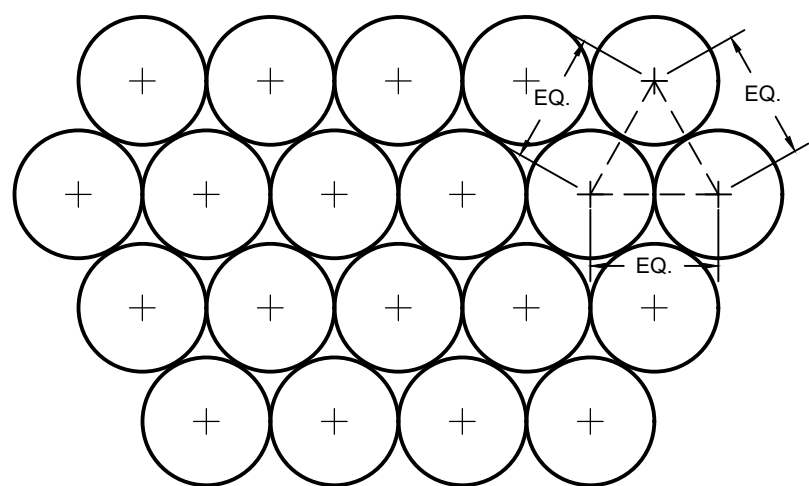
1 PERENNIAL PLANTING  
NOT TO SCALE



2 LOAM & SEED  
NOT TO SCALE



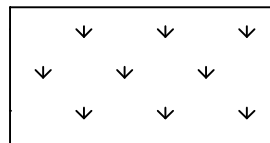
3 PLUG PLANTING  
NOT TO SCALE



USE EQUIDISTANT TRIANGULAR SPACING FOR PLANTS - FOR ACTUAL SPACING SEE PLANS OR PLANTING SCHEDULE

4 PLANT SPACING  
NOT TO SCALE

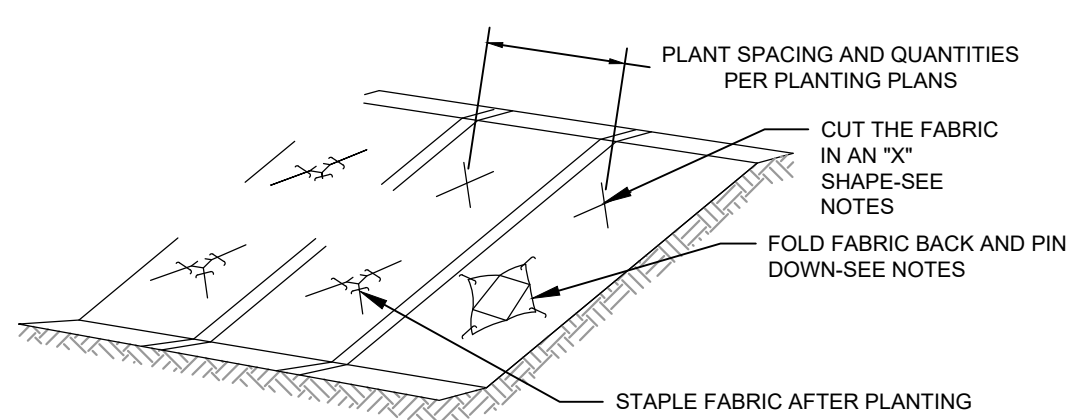
SYMBOL LEGEND:



SEED MIX 1 - MOW AS NEEDED  
FINE FESCUE BLEND

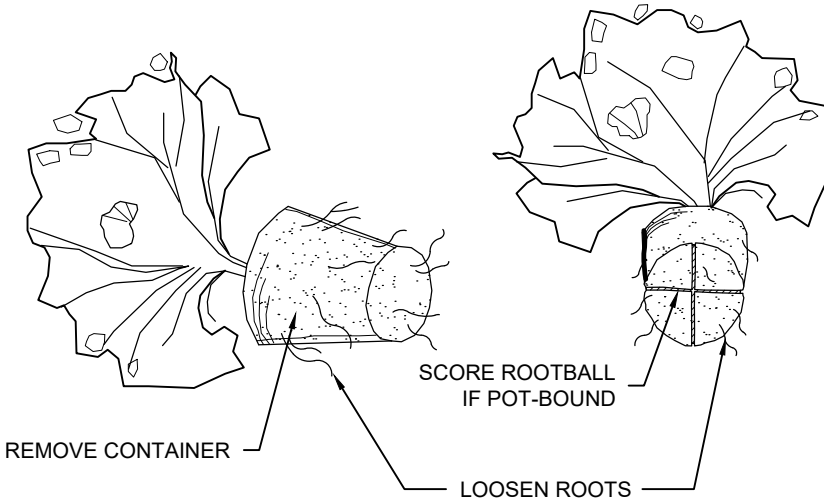
25% CREEPING RED FESCUE - *Festuca rubra*  
25% CHEWINGS FESCUE - *Festuca rubra* subsp. *commutata*  
25% HARD FESCUE - *Festuca brevipila*  
25% SHEEP FESCUE - *Festuca ovina*

OR APPROVED EQUAL

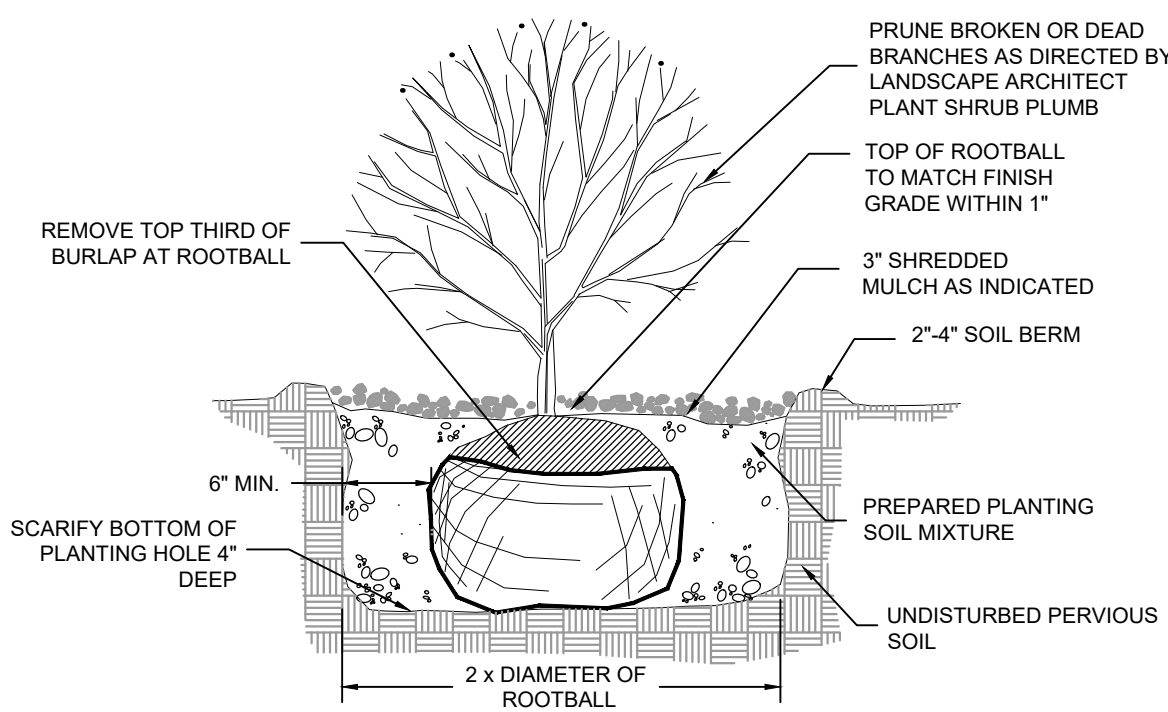


NOTES:  
1. CUT THE FABRIC IN AN "X" SHAPE TO ACCOMODATE 2 TIMES THE DIAMETER OF THE ROOTBALL.  
2. FOLD FABRIC BACK AND PIN DOWN TO CREATE A HOLE IN THE MAT.  
3. DIG THE HOLE PER PLANTING DETAILS.  
4. AFTER PLANTING, FOLD FABRIC BACK INTO PLACE AND STAPLE DOWN AS REQUIRED TO SECURE FABRIC IN PLACE.

5 PLANTING IN JUTE FABRIC  
NOT TO SCALE



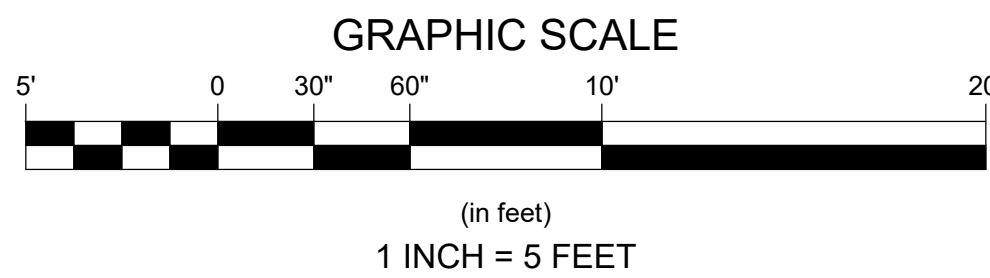
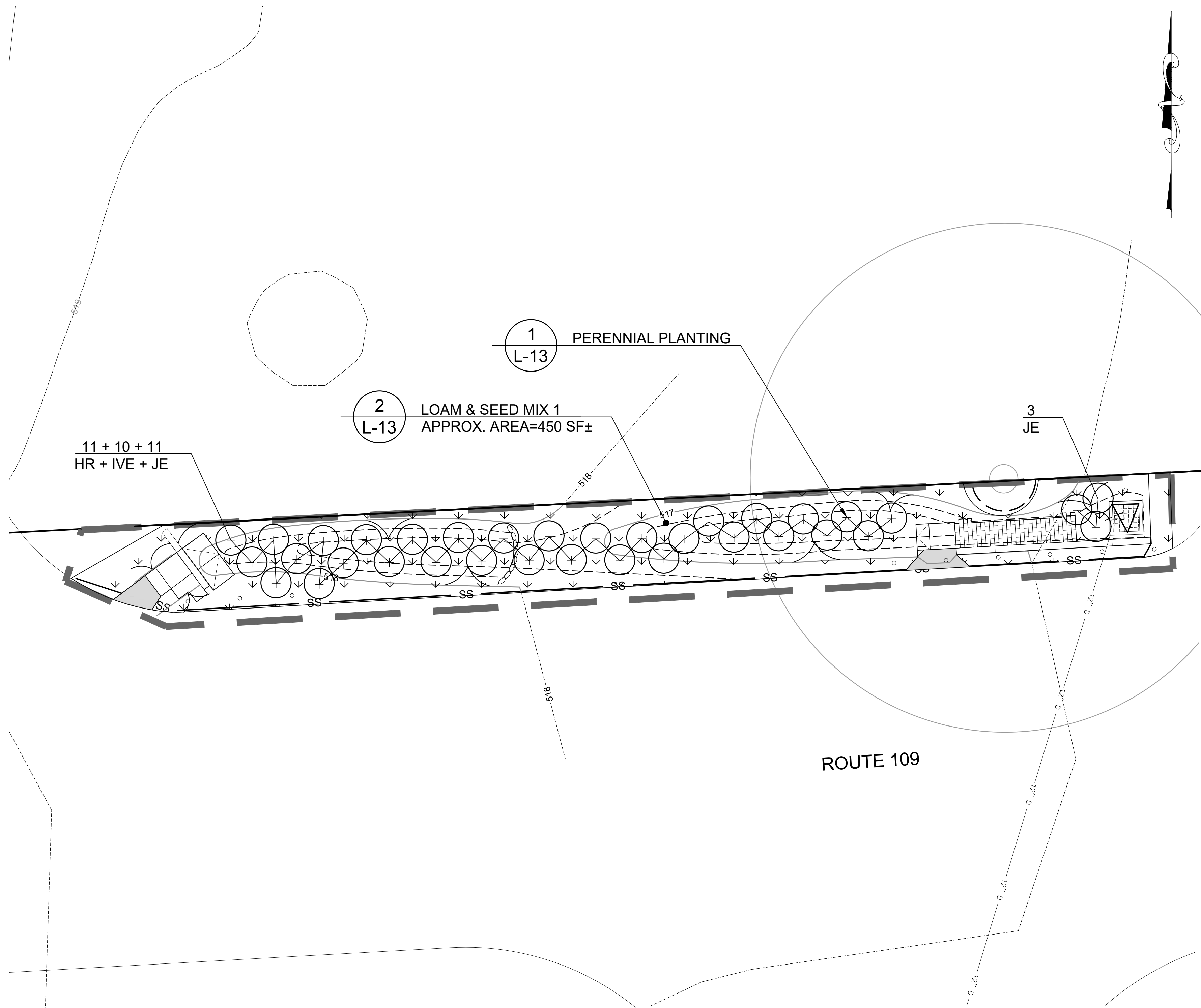
6 CONTAINER PLANT ROOTBALL TREATMENT  
NOT TO SCALE



7 SHRUB PLANTING  
NOT TO SCALE

SITE 1-01B PLANT LIST

Key	Qty.	Botanical Name	Common Name	Size	Spacing
<b>GROUNDCOVERS &amp; PERENNIALS</b>					
CL	3	<i>Chasmanthium latifolium</i>	Northern Sea Oats	#1	36" O.C.
HR	11	<i>Heemerocallis 'Happy Returns'</i>	Daylilies Yellow	#1	30" O.C.
IVE	10	<i>Iris versicolor</i>	Blue Flag	#1	24" O.C.
JE	11	<i>Juncus effusus</i>	Soft Rush	#1	24" O.C.



Revisions

Rev	Date	By	Appr	Description
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Horsley Witten Group, Inc.

Sustainable Environmental Solutions

www.horsleywitten.com

90 Route 6A

Sandwich, MA 02563

508-833-6600 voice

508-833-3150 fax

Project Number:

19058

Sheet :

13 of 15

Sheet Number:

L - 13

Prepared For:

Lake Winnepesaukee Association

P.O. Box 1524

Meredith, NH 03253

Phone: (603) 581-6632

Fax: ---

Survey Provided By:

NOT CONDUCTED. ALL SITE FEATURES SHOWN ARE APPROXIMATE ONLY. CONDITIONS HEREON ARE BASED UPON DATA FROM THE FOLLOWING SOURCES:  
BASE MAP: LINEWORK & JELLY: DEMOGRAPHIC  
FIELD OBSERVATIONS, FIELD SKETCHES, & GOOGLE EARTH  
PROPERTY LINES:  
APPROXIMATE ONLY. BASED UPON THE LATEST STATE GIS DATA.  
LOCAL DATA AT 2' INTERVALS BASED UPON THE LATEST STATE GIS DATA.

Registration:

Plan Set:

MOULTONBOROUGH BAY  
75% DESIGN SUBMISSION  
TUFTONBORO, NH

Plan Title:

LANDSCAPE PLAN - 1-01B

Designed By:

BA/JNP

Drawn By:

BAL/JNP

Checked By:

PAC

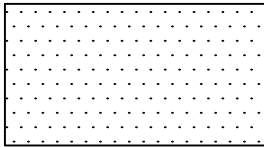
Date:

AUGUST 2020



SITE 1-12 PLANT LIST					
Key	Qty.	Botanical Name	Common Name	Size	Spacing
GROUNDCOVERS & PERENNIALS					
CL	10	Chasmanthium latifolium	Northern Sea Oats	2" Plugs	24" O.C.
IVE	7	Iris versicolor	Blue Flag	2" Plugs	24" O.C.
JE	7	Juncus effusus	Soft Rush	2" Plugs	24" O.C.
SS	9	Schizachyrium scoparium	Little Bluestem	2" Plugs	24" O.C.
SSG	7	Solidago sempervirens	Seaside Goldenrod	2" Plugs	24" O.C.
WF	50	Waldsteinia fragarioides	Barren Strawberry	4" AV	12" O.C.

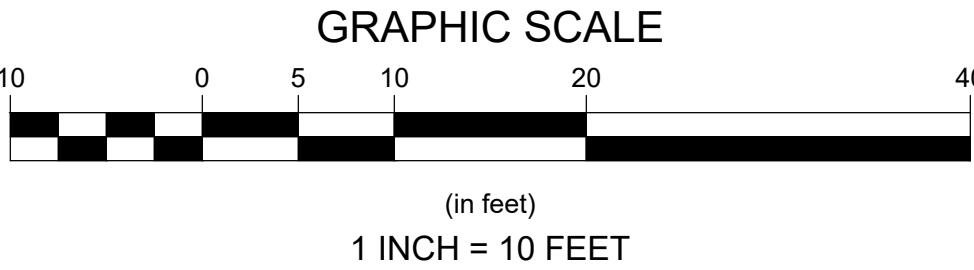
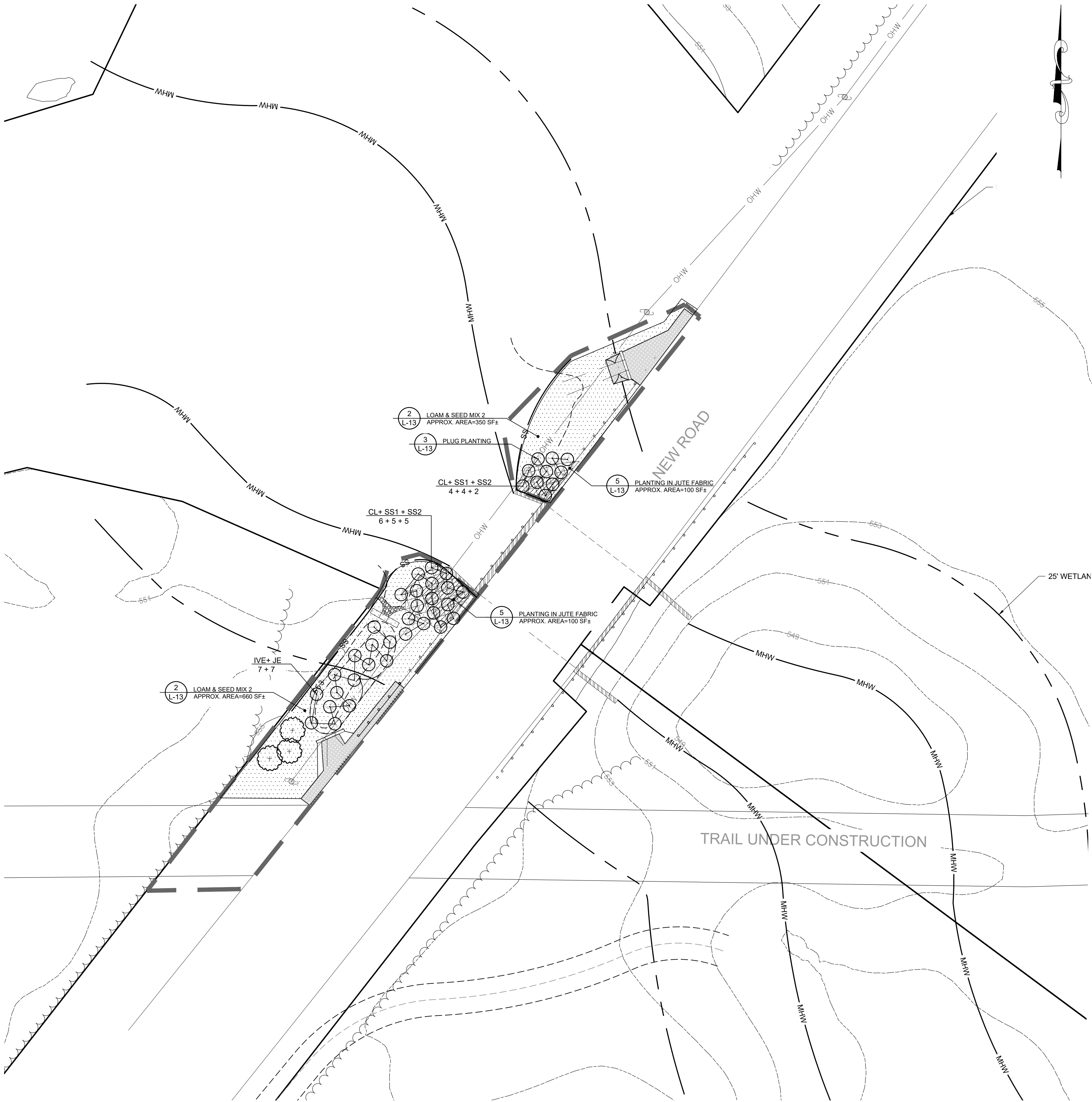
SYMBOL LEGEND:



SEED MIX 2 - MOW AS NEEDED  
COLONIAL SEED - STABILIZER MIX

WAVY HAIR GRASS  
LITTLE BLUESTEM  
BIG BLUESTEM  
UPLAND BENT GRASS  
HARD FESCUES  
CANADA WILD RYE  
SWAN SEDGE  
GOLDENROD  
BUTTERFLY MILKWEED  
LANCE LEAVED COREOPSIS  
PARTRIDGE PEA  
TICK-TREFOIL

OR APPROVED EQUAL



Revisions

Rev	Date	By	Appr	Description
1	---	---	---	---
2	---	---	---	---
3	---	---	---	---
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10	---	---	---	---

**Horsley Witten Group, Inc.**  
Sustainable Environmental Solutions  
www.horsleywitten.com  
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Sandwich, MA 02563  
508-833-6600 voice  
508-833-3150 fax

Designed By:  
BAL/JMP

Drawn By:  
BAL/JMP

Checked By:  
PAC

DATE:  
AUGUST 2020

Rev

MOULTONBOROUGH BAY  
75% DESIGN SUBMISSION  
TUFTONBORO, NH

LANDSCAPE PLAN - 1-12

Plan Set:  
Lake Winnepesaukee  
Association  
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Phone: (603) 581-6632  
Fax: ---

Prepared For:  
Lake Winnepesaukee  
Association  
P.O. Box 1824  
Merrifield, NH 03253  
Phone: (603) 581-6632  
Fax: ---

Survey Provided By:  
NOT CONDUCTED. ALL SITE FEATURES  
SHOWN ARE APPROXIMATE ONLY. CONDITIONS HEREON ARE  
BASED UPON DATA FROM THE FOLLOWING SOURCES:  
FIELD OBSERVATIONS, FIELD SKETCHES, & GOOGLE EARTH  
BASE LINES, NEWBORN & LULLY, INCORPORATED  
PROPERTY LINES:  
APPROXIMATE ONLY. BASED UPON THE LATEST STATE GIS DATA.  
LOCAL DATA AT 2 INTERVIEWS BASED UPON THE LATEST STATE GIS  
DATA.

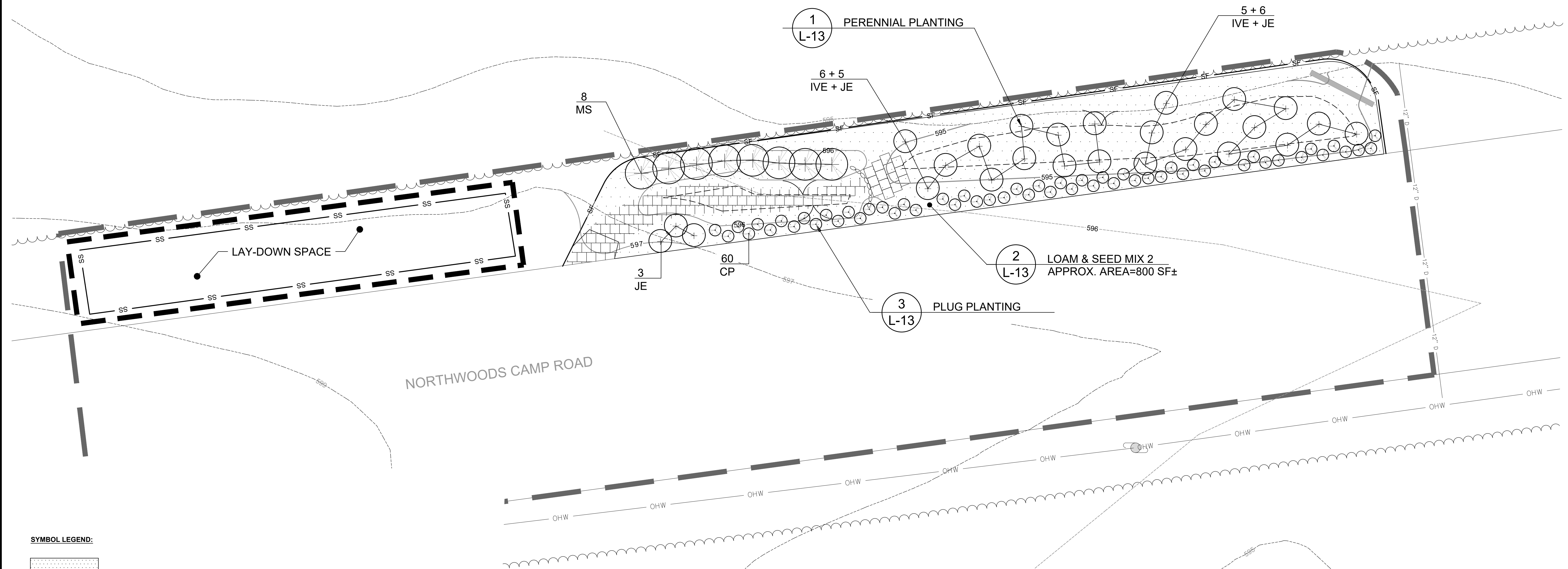
Registration:

Project Number:  
19058

Sheet:  
14 of 15

Sheet Number:  
L - 14






SITE 4-05 PLANT LIST				
Key	Qty.	Botanical Name	Common Name	Size      Spacing
<b><u>GROUNDCOVERS &amp; PERENNIALS</u></b>				
CP	60	<i>Carex pensylvanica</i>	Pennsylvania Sedge	2" Plugs      12" O.C.
IVE	12	<i>Iris versicolor</i>	Blue Flag	#1      24" O.C.
JE	13	<i>Juncus effusus</i>	Soft Rush	#1      24" O.C.
MS	8	<i>Matteuccia struthiopteris</i>	Ostrich Fern	#1      36" O.C.

**GRAPHIC SCALE**

(in feet)  
**1 INCH = 5 FEET**

[illegible]

 <p><b>Horsley Witten Group, Inc.</b>  <i>Sustainable Environmental Solutions</i>  <a href="http://www.horsleywitten.com">www.horsleywitten.com</a>          90 Route 6A          Sandwich, MA 02563          508-333-8600 voice          508-333-3750 fax</p>	Date:	AUGUST 2020	Designed By:	BAL/MP	Drawn By:	BAL/MP	Checked By:	RAC

MOULTONBOROUGH BAY  
75% DESIGN SUBMISSION  
TUFTONBORO, NH

LANDSCAPE PLAN - 4-07

Plan Title:

Lake Winnepesaukee  
Association  
P.O. Box 1624  
Meredith, NH 03253  
Phone: (603) 581-6632  
Fax: ---

FIELD SURVEY WAS NOT CONDUCTED. ALL SITE FEATURES SHOWN ARE APPROXIMATE ONLY. CONDITIONS HEREON ARE BASED UPON DATA FROM THE FOLLOWING SOURCES:

**BASE MAP LINEWORK & UTILITY INFORMATION:**  
FIELD OBSERVATIONS, FIELD SKETCHES, & GOOGLE EARTH PROPERTY LINES.

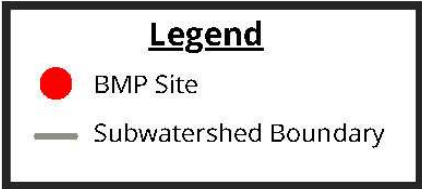
**APPROXIMATE ONLY, BASED UPON THE LATEST STATE GIS DATA, TOPOGRAPHY, AND CONTIGUOUS:**  
LIDAR DATA AT 2' INTERVALS BASED UPON THE LATEST STATE GIS DATA.

Sheet Number:		Sheet :	
19058		15 of 15	
Sheet Number:			
L - 15			

Attachment 2. Map and Site Photos:



**Tuftonboro**  
**BMP Sites**  
9/16/2021

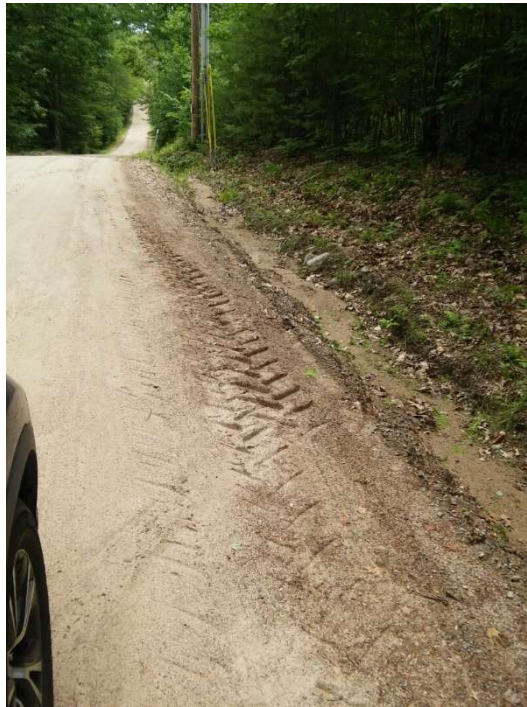




Site 1-12A: New Road, Tuftonboro, NH

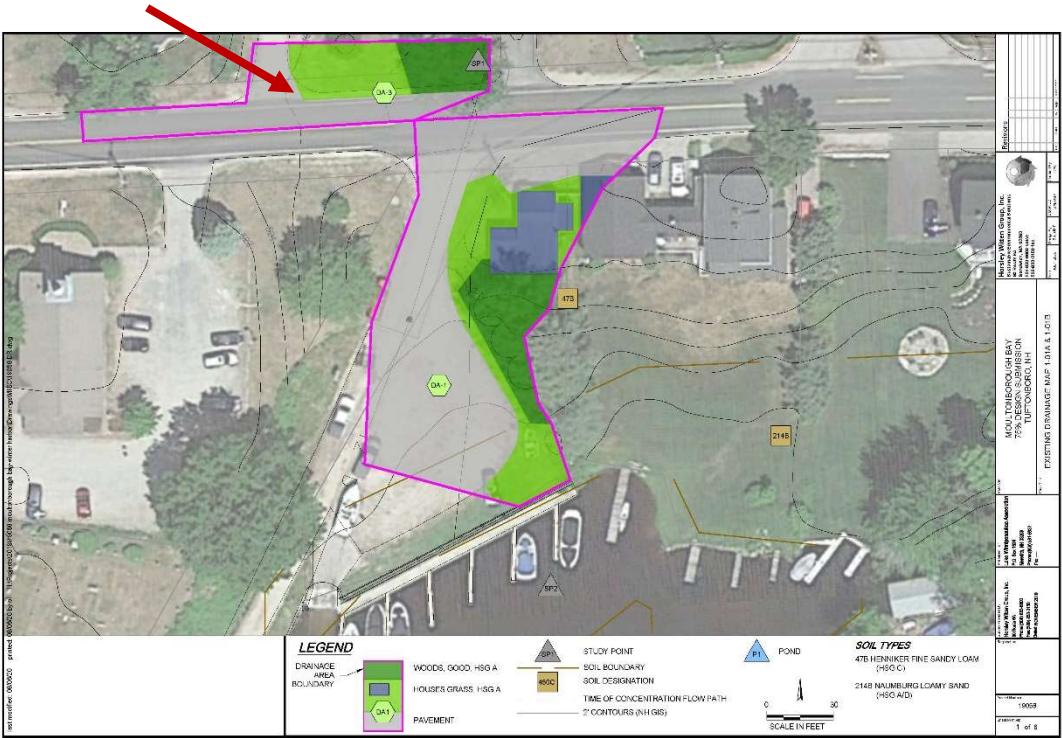


Site 4-07: Northwoods Road, Tuftonboro, NH





Site 1-01B: Route 109, Tuftonboro, NH



**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year of 2024 by and between the Lake Winnepesaukee Association, hereinafter called Contract Owner, and \_\_\_\_\_, hereinafter called Contractor. Contract Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **1 – WORK**

### **ARTICLE 1 -**

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

1. Site MoB 1-12A: In order to achieve positive drainage, the road shoulders will be stabilized and pitched off and away from the edge of pavement. The contractor will construct two bioswales to encourage drainage away from the culvert. Once positive drainage is achieved by embracing alternative low points for drainage relief off New Road, the eroded slopes at the headwall terminus' will be restored using biodegradable jute netting and native plug plantings.
2. Site MoB 1-01B: The contractor will embrace stormwater flow patterns where they exist on-site to reduce earthwork and construction costs. Available, underutilized space within the public R.O.W. will be retrofitted into a stepped rain garden. Stormwater will be directed into the drainage system via two paved inlet flumes and enter a sediment forebay for easy maintenance.
3. Site MoB 4-07: The contractor will embrace stormwater flow patterns where they exist on-site to reduce earthwork and construction costs. A sediment forebay is proposed to provide pretreatment and easy maintenance, which will overflow into a shallow, linear rain garden sized to treat 0.5-inch water quality volume.

## **2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Implementation of Best Management Practices in Tuftonboro, NH**

## **3 – LANDSCAPE ARCHITECT**

3.01 The Project has been designed by

Horsley-Witten Group  
90 Route 6A, Unit 1  
Sandwich, MA 02563

#### **4 - CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before October 1, 2024, and completed and ready for final payment on or before November 1, 2024.

#### **5 - CONTRACT PRICE**

5.01 Contract Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents:

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

#### **6 - PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment to the Contract Owner. Applications for Payment will be processed by Contract Owner.

#### **7 - CONTRACTOR'S REPRESENTATIONS**

7.01 The Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Contract Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Contract Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Contract Owner is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



## **8 - CONTRACT DOCUMENTS**

### **8.01**    *Copies of the Contract*

- A. There shall be at least two (2) executed copies of the Contract to be distributed as follows:
  - 1. One (1) copy each to the Contract Owner, and Contractor.

### **8.02**    *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 6, inclusive).
  - 2. Drawings consisting of 12 sheets with each sheet bearing the following general title: Moultonborough Bay 75% Design Submission, Tuftonboro, NH.
  - 3. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 4. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages \_\_\_\_ to \_\_\_, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. Noncollusion Affidavit
    - d. Contract Modification Procedures
  - 5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Work Change Directives.
- B. The documents listed in Paragraph 8.02.A are attached to this Agreement (except as expressly noted otherwise above).
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the Exhibit called Contract Modification Procedures.

## **9-MISCELLANEOUS**

### **9.01**    *Assignment of Contract*

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

#### 9.02 *Successors and Assigns*

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

#### 9.03 *Source of Funding*

- A. Funding for this project is being partially provided through an award from a federal US Environmental Protection Agency, Section 319 of the Clean Water Act grant appropriated by the State of New Hampshire and the Department of Environmental Services.

#### 9.04 *Severability*

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

#### 9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Contract Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Contract Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Contract Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

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

CONTRACT OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest

Attest

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If CONTRACT OWNER is a corporation, attach evidence of authority to sign. If CONTRACT OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of CONTRACT OWNER-CONTRACTOR Agreement.)

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Implementation of Best Management Practices in Tuftonboro, NH

I, \_\_\_\_\_ (Name) state that I am \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Firm) and that I am authorized to make this affidavit on behalf of this firm and its owners, directors, and officers. I am the person responsible in this firm for the price(s) and the amount of this Bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, Bidder, or potential Bidder, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid.

(4) \_\_\_\_\_ (name of this firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that \_\_\_\_\_ (name of this firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Contract Owner in awarding the contract(s) for which this Bid is submitted. I understand and this firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Contract Owner of the true facts relating to the submission of Bids for this contract.

Signature \_\_\_\_\_

Name of Company/Position \_\_\_\_\_

END

## CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

#### 1.2 MINOR CHANGES IN THE WORK

- A. Contract Owner will issue through the Contract Owner's Field Representative supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on the Work Change Directive form.

#### 1.3 PROPOSAL REQUESTS

- A. Contract Owner-Initiated Proposal Requests: Contract Owner's Field Representative 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 Specifications.
  - 1. Proposal Requests issued by the Landscape Architect's Field Representative are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 5 days after receipt of Change 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 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 unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Contract Owner's Field Representative.
  - 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.

## Implementation of Best Management Practices in Tuftonboro, NH

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. 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.

### 1.4 CHANGE ORDER PROCEDURES

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

END