

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION  
BUREAU OF HISTORIC SITES**

172 Pembroke Road  
Concord, NH 03302-1856  
Tel. (603) 271-2606 Fax (603) 271-2629

PROJECT MANUAL

Project No.: HST 2209

Bear Brook State Park

# Demolition of Nature Center and Spruce Pond Sleeping Cabins

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Depot Road, Allenstown, NH  
Spruce Pond Road, Deerfield, NH

June 7, 2023

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**SECTION 00 11 16**

**INVITATION TO BID**

Demolition of Nature Center and Spruce Pond Sleeping Cabins  
HST 2209  
Depot Road Allenstown, NH  
Spruce Pond Road Deerfield, NH

1. **Sealed Bids:** Proposals for a General Contract for the Construction of the above project will be received by the Owner until 2:00 P.M. prevailing time on Wednesday July 5, 2023, at which time they will be publicly opened and read aloud. All Bids shall be made out only on the form included in the specifications package and delivered in sealed, labeled envelope marked: Bid Proposal for Demolition of Nature Center and Spruce Pond Sleeping Cabins and deposited in the bid box located at the reception desk of the Department of Natural and Cultural Resources (DNCR) offices at 172 Pembroke Road in Concord, NH. Bidders are invited to attend the Bid opening. Bids received after the above stated time and date will not be accepted.
2. **Technical Questions:** Questions regarding the Bidding Documents shall be referred to: Department of Natural and Cultural Resources, 172 Pembroke Road, Concord New Hampshire, 03301, Telephone (603) 271-3238, email: Matthew.R.Flanders@dn-cr.nh.gov attention Matthew Flanders, Bureau of Historic Sites.
3. **Documents:** Bidding Documents may be examined at the Planning and Development Section of DNCR, 172 Pembroke Road, Concord NH and at the following locations:

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

**AlphaGraphics:** 933 Islington Street, Portsmouth, NH 03801, (800) 581-2712 or (603) 436-3030, [www.planroom.agportsmouth.com](http://www.planroom.agportsmouth.com)

**McGraw-Hill Construction:** [www.construction.com](http://www.construction.com)

**Signature Digital Imaging:** 45 Londonderry Turnpike, Hooksett, NH 03106, (603) 624-4025, [www.signaturenh.com](http://www.signaturenh.com)

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

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

**New Hampshire State Parks Website:** [www.nhstateparks.org](http://www.nhstateparks.org) under the About US > Projects & Improvements tab, RFPs & Projects sub-tab.

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4. Qualifications: All companies, corporations, and trade names bidding must be registered and have a Certificate of Existence from the New Hampshire Secretary of State's Office, Corporate Division (telephone 603-271-3244) in order to do business with the State of New Hampshire
5. Bid Security: A Bid Bond in the amount of five (5%) percent of the total amount of the lump sum bid price shall accompany each Bid Proposal in accordance with the Instructions to Bidders.
6. Bonds: Bidders shall be required to provide the Owner with financial responsibility as security for the completion of the contract in accordance with the plans, specifications and contract documents, in the form of a Performance and Payment Bond in the amount of One Hundred (100%) Percent of the contract award, if the contract award is seventy-five thousand dollars (\$75,000) or more, the cost of which shall be a part of the Base Bid. The form of bond and the surety shall be acceptable to the Commissioner. No contract bond shall be required on contract awards of less than seventy-five thousand dollars (\$75,000).
7. Inspection of Site: A pre-bid tour of the Spruce Pond Complex will be conducted by the Owner on June 21, 2023, at 10:00 a.m. The tour will depart from State Parks South Regional Office on Podunk Road, Allenstown, NH. Attendance by Bidders shall be considered mandatory.
8. Awards: In most cases the proposal submitted by the qualified bidder with the lowest base bid price shall be selected. However, the Department of Natural and Cultural Resources (DNCR) reserves the right to reject any or all proposals or advertise for new proposals as it judges to be in the best interest of the state.
9. Regulations: Bidders' attention is called to the fact that this Project is required to comply with, in addition to all other requirements of the Contract Documents, Equal Employment Opportunity and Affirmative Action Regulations.
10. Domestic Preference for Procurement: The Contractor, consistent with 2 CFR 200.322, should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**END OF INVITATION TO BID**

**SECTION 00 21 13**

**INSTRUCTIONS TO BIDDERS**

**DEFINITIONS**

1. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements include the Invitation to Bid, Instructions to Bidders, the Proposal Form and other sample Bidding and Contract forms.
2. Addenda are written or graphic instruments issued prior to the execution of the Contract. They modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
3. A Bid is a complete and properly signed Proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
4. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or deducted for sums stated in Alternate Bids.
5. A Bidder is a person or entity who submits a Bid.
6. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

**BIDDER'S REPRESENTATION**

1. Each Bidder by making his Bid represents that he has examined and understands the Bidding Documents, that the Bidding Documents are adequate to produce the required results, and that his Bid is in accordance therewith.
2. Each Bidder by making his Bid represents that he has visited and thoroughly inspected the existing buildings and sites and familiarized himself with the local conditions under which the Work will be performed. Bidders are encouraged to make any and all inspections and tests as they feel necessary to achieve such familiarization prior to submitting Bids. Such inspections and tests shall be conducted at times mutually acceptable to the Owner and Bidder. Unless waived by the Owner, Bidders shall make repairs following their testing, as necessary to restore tested areas to pre-testing condition. Should a Bidder conclude that time or other factor(s) prohibits him from performing sufficient tests, he shall so notify the Owner, in writing, prior to the receipt of Bids.
3. The submission of a Bid will be construed as conclusive evidence that the Bidder has made all such examinations and inspections necessary for a complete and proper assessment of the Work required, and that the Bidder has included in his Bid a sum sufficient to cover the cost of all items

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necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a Bidder because of lack of such examination, inspection, or knowledge.

4. Each Bidder by making his Bid represents that he has assessed the conditions of the current construction marketplace, and verified that an adequate, experienced workforce is available to suitably man the Work of this Project and complete it in a timely fashion.
5. Each Bidder is assumed to have made himself familiar with all Federal, State and Local laws, ordinances, and regulations which in any manner affect those engaged in or upon the Work, or in any way affect those engaged or employed in the Work, and no plea of misunderstanding will be considered on account of ignorance thereof. The Contractor shall comply with all taxes, fees and assessments as levied by Federal, State and Local authorities.

### **BIDDING PROCEDURES**

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

### **BID SECURITY**

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

## **EXAMINATION OF BIDDING DOCUMENTS**

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

## **SUBSTITUTIONS**

1. Each Bidder represents that his Bid is based upon the materials and equipment described in the Bidding Documents. Where the language "or approved equal" is used in the Bidding Documents, it is intended to require that all such materials and equipment shall be submitted as required by these Instructions to Bidders and approved by the Owner prior to the receipt of Bids.
2. No substitution will be considered unless written request has been submitted to the Owner for approval at least seven (7) days prior to the date for receipt of Bids. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation. A statement identifying changes in other materials, equipment, or other portions of the Work that incorporation of the proposed substitution would require shall also be included.
3. If a Bidder proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, he shall inform the Owner in writing of the nature of such deviations at the time the material is submitted for approval. It shall be the responsibility of the Bidder to notify the Owner, in writing, of the presence of Asbestos or any other hazardous materials in any proposed substitution. Such written notice shall be in the form of a cover letter attached to the related documents.
4. In requesting approval of deviations or substitutions, a Bidder shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Owner, the evidence presented by the Bidder does not provide a sufficient basis for such reasonable certainty, the Owner may reject such substitution or deviation without further investigation.
5. In requesting approval of substitutions, a Bidder represents that he will provide the same warranty and/or guarantee for the substitution that he would for that specified.

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6. The Contract Documents are intended to produce a building and site improvements of consistent character and quality of design. The Owner shall judge the design and appearance of proposed substitutes on the basis of their suitability in relationship to the overall design of the project, as well as for their intrinsic merits. The Owner will not approve as equal to materials specified proposed substitutions which, in his opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the project.
7. The Contractor shall be solely responsible for coordinating the installation of accepted substitutions, making such changes as may be required for the Work to be complete in all respects. Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner, unless such substitution was made at the written request or direction of the Owner.
8. The burden of proof of the merit of a proposed substitution is upon the proposer. Approval of a proposed substitution is valid only upon issuance by the Owner in written form, and the Owner's decision of approval or disapproval of a proposed substitution shall be considered final.

**DETERMINATION OF RIGHT TO DO BUSINESS WITH STATE OF NEW HAMPSHIRE**

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

**PROPOSAL SELECTION**

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

**CONTRACTORS QUALIFICATIONS**

1. Upon the Owner's request, the successful bidder shall provide evidence that they have been successfully performing this type, scale, and quality of Work for a minimum of five (5) years. Upon request by the Owner, a comprehensive list of all similar projects worked on in the past two (2) years by the Contractor shall be submitted along with contact information for three (3) references or owners representatives involved with three (3) different projects completed by the Contractor.

**EXECUTION OF AGREEMENT**

1. Execution and Approval of Agreement: The Agreement shall be signed by the successful Bidder and returned, together with Bonds, if applicable, within fifteen (15) Days after the Agreement has been mailed or otherwise delivered to the Bidder. No Agreement shall be considered as in effect until it has been fully executed by all Parties thereto and, when the Price Limitation is more than \$10,000, the Agreement has been concurred in by Governor and Council.



2. Failure to Execute Agreement: Failure to execute the Agreement within fifteen (15) Days after the Agreement has been mailed or otherwise delivered to the successful Bidder shall be just cause for the cancellation of the bid and the forfeiture of the Bid Security which shall become the property of the Department, not as a penalty, but in liquidation of damages sustained. Award of the Contract may then be made to the next lowest Bidder, or the Work may be re-advertised as the Commissioner of the Department of Natural and Cultural Resources may decide.

**PRECONSTRUCTION CONFERENCE**

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

**END OF INSTRUCTIONS TO BIDDERS**

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**Demolition of Nature Center and Spruce Pond Sleeping Cabins**

**SECTION 00 41 00**

**BID PROPOSAL FORM**

**Project No.                    HST 2209**

**PROJECT:                    Demolition of Nature Center and Spruce Pond Sleeping Cabins**  
Depot Road in Allenstown and Spruce Pond Road in Deerfield

**DATE BID OPENING:    July 5, 2023**, at 2:00 p.m. at DNCR's office at 172 Pembroke Road, Concord, NH

**START DATE:                September 25, 2023**

**COMPLETION DATE:    November 3, 2023**

Sealed bid proposals for the above project will be accepted until **2:00 p.m., July 5, 2023**. Bids may be deposited in the bid box at DNCR's offices in Concord or mailed to the attention of Matthew Flanders, Bureau of Historic Sites, Department of Natural and Cultural Resources (DNCR), 172 Pembroke Road, Concord NH 03301. Please note on the outside of the sealed envelope: Bid Proposal for Demolition of Nature Center and Spruce Pond Sleeping Cabins.

**DATE:** \_\_\_\_\_

**PROPOSAL OF:** \_\_\_\_\_

**GRAND TOTAL / LUMP SUM BASE BID (A+B):** \_\_\_\_\_

New Hampshire Department of Natural and Cultural Resources  
**Demolition of Nature Center and Spruce Pond Sleeping Cabins**

**PROPOSAL**

Proposal of...

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(name)

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(address)

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

Project:           **HST 2209           Demolition of Nature Center and Spruce Pond Sleeping Cabins**  
  Depot Road, Allentown, NH  
  Spruce Pond Road, Deerfield, NH

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

Commissioner:

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

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

**It is further proposed:**

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

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

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

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

Addendum #1 dated \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_

Dated \_\_\_\_\_

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

Include in the Contract, a stipulated sum/price of \$7,500 for use upon the Project Managers instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent, or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.

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

**SCHEDULE OF VALUES: Demolition of Nature Center and Spruce Pond Sleeping Cabins**

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

<b>Specification Sections</b>	<b>Description</b>	<b>Amount</b>
	<b>General Conditions</b>	
	<b>Bond Costs</b>	
	<b>Insurance</b>	
<b>02 41 16</b>	<b>Demolition</b>	

**Sub Total (A):**

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**Allowance #1 (B):** \$7,500

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

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

**SIGNATURE PAGE**

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

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

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

E-mail Address: \_\_\_\_\_

Signature of Authorized Bidder:  
\_\_\_\_\_

Print: \_\_\_\_\_

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

Address of Bidder: \_\_\_\_\_  
(If different than company)

Names and Addresses of Members of the Firm/Corporation

Name \_\_\_\_\_ address \_\_\_\_\_

Name \_\_\_\_\_ address \_\_\_\_\_

Name \_\_\_\_\_ address \_\_\_\_\_

**SECTION 00 72 00**

**GENERAL CONDITIONS**

**STARTING DATE**

The Contractor shall start work after the Notice to Proceed is received. The Notice to Proceed shall be issued immediately upon contract approval by the Governor and Council and shall establish the actual construction start date. Failure to start work within 15 calendar days after the start date may be considered a default of the contract. If the actual start date is later than the advertised start date, the completion date shall be extended by an equivalent number of working days.

**WORKERS COMPENSATION INSURANCE**

Workers compensation insurance is required for all workers on the job site of this project. Per RSA 21-I:81-b at the onset of work on any NH state construction project, the general contractor or designated project construction manager, if any, shall provide to the Department Project Manager a current list of all subcontractors and independent contractors that the general contractor has agreed to use on the job site, with a record of the entity to whom that subcontractor is insured for workers compensation purposes. This list shall be posted on the jobsite and updated as needed to reflect any new subcontractors or independent contractors.

If it is determined that a subcontractor or independent contractor is present on a state construction site without the contractor's name and direct contracting relationship being posted in a visible location at the worksite, the general contractor or designated project manager shall require the subcontractor or independent contractor to provide the information within 36 hours and to post the information in a visible location at the worksite. If the information is not provided within 36 hours of its request, the general contractor shall suspend the contractor until the information is provided and posted.

**PROTECTION OF EXISTING PROPERTY**

It shall be the responsibility of the contractor to protect existing property from damage. Any damage caused by the contractor in the performance of the work shall be repaired or replaced at his expense to the satisfaction of the designated DNCR Project Manager.

**CODES**

All work performed shall meet the provisions of the currently adopted New Hampshire State Building Code.

**WORKMANSHIP**

All work shall be performed in a neat workmanlike manner by skilled workmen who have been actively engaged in performing the type of work specified under this contract for the last two years.

**CLEAN-UP**

The site for this project is in a NH State Park and will be open to the public throughout the construction period. It is important to the Department of Natural and Cultural Resources that the site be maintained in a clean and presentable condition for the public. Therefore, all debris from the project shall be cleaned up daily and removed from the site at least on a weekly basis.

**DEFAULT AND TERMINATION OF CONTRACT**

If the Contractor...

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- a) Fails to begin the work under the contract within the time specified in the contract, or
- b) Fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of said work, or
- c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d) Discontinues the prosecution of work, or
- e) Fails to resume work which has been discontinued, within reasonable time after notice to do so, or
- f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g) Makes an assignment for the benefit of creditors, or
- h) For any other cause whatsoever, fails to carry on the work in an acceptable manner...

The Commissioner of DNCR will give notice in writing to the Contractor of such delay, neglect, or default.

If the Contractor or Surety does not proceed in accordance with the Notice, then the Commissioner will, upon written notification from the Project Manager of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Commissioner may enter into an agreement for the completion of said contract according to the terms and conditions thereof or use such other methods as in his opinion will be required for the completion of said contract in an acceptable manner. All extra costs and charges incurred by the Department as a result of such delay, neglect, or default, together with the cost of completion of the work under the contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor and the Surety shall be liable and shall pay to the Department, the amount of such excess.

**FAILURE TO COMPLETE THE WORK ON TIME**

If the Contractor fails to complete all of the work or sections of the Project, within the time specified in the Contract, the sum given in the schedule that follows will be deducted from any money due the Contractor. This deduction will be made, not as a penalty, but as fixed, agreed liquidation damages for inconvenience to the State and for reimbursing the Department the cost of the Administration of the Contract, including engineering and inspection. Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and his Surety shall be liable to the State for such deficiency.

Permitting the Contractor to continue and finish the work after the time fixed for its completion, shall in no way obligate the State to waive any of its rights under the Contract.

When the final acceptance has been duly made by the Project Manager, any liquidated damage charges shall end.

The fixed, agreed, liquidated damages shall be assessed in accordance with the following schedule.

ORIGINAL CONTRACT AMOUNT

AMOUNT OF LIQUIDATED DAMAGES  
PER WORKING DAY

From more than:                      to and including:



New Hampshire Department of Natural and Cultural Resources  
**Demolition of Nature Center and Spruce Pond sleeping Cabins**

\$0.00	\$25,000.00	\$ 300.00
\$25,000.00	\$50,000.00	\$ 400.00
\$50,000.00	\$100,000.00	\$ 500.00
\$100,000.00	\$500,000.00	\$ 600.00

**SUBSTANTIAL COMPLETION & FINAL INSPECTION**

When the work is substantially complete, the Contractor shall submit to the Project Manager, a list of items of work to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. On the basis of an inspection by the Project Manager which determines that the work is substantially complete, a Certificate of Substantial Completion shall establish the date of substantial completion and state the responsibilities for any damage to the work and insurance and fix the time limit within which the Contractor shall complete the items listed herein. Warranties required by the Contract documents shall commence on the date of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion.

If the Contractor fails to proceed to complete the items on the "punch list", then in addition to the corrective measures listed in the Certificate of Substantial Completion, the Commissioner may use the monies still due the Contractor to have such items completed and the Contractor shall lose any claim to the monies used.

Upon written notice that the Work is ready for final inspection and acceptance, the Project manager shall promptly make such inspection, and when he finds the Work acceptable under the Contract documents and the Contract fully performed, a Certificate of Final Payment will be issued.

Final inspection will be made by the Project Manager. Incomplete items necessary to complete the project shall be done prior to final payment.

**GUARANTEE OF WORK**

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for **one year** from the date of substantial completion of the work.
2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Project Manager, is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Commissioner, and at his own expense:
  - a. Place in satisfactory condition in every particular, all of such guaranteed work; correct all defects therein, and...
  - b. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the Project Manager, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, and...
  - c. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
3. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Project Manager and guarantee such restored work to the same extent as it was guaranteed under such other contracts.

4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Commissioner may have the defects corrected and the Contractor and his Surety shall be liable for all expense incurred.
5. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

### **PROSECUTION OF WORK**

Upon starting the work within the 15 days set forth by this contract, the Contractor shall prosecute the work a minimum of 8 hours daily per working day until completion, excluding breakdowns or inclement weather. If the Contractor finds it impossible to start the work as stated above, he may make a written request to the Project Manager for an extension of time. Any such request shall be made prior to expiration of the allowable 15 days and shall contain reasons which the Contractor believes will justify the granting of his request. In his request, the Contractor shall submit his proposed starting date.

### **CHANGES IN THE WORK**

The Project Manager may at any time, by a written order, and without notice to the Sureties, make changes in the Drawings and Specifications and completion date of this contract and within the general scope thereof.

In making any change, the additional cost or credit for the change shall be determined as follows:

- The order shall stipulate the mutually agreed upon lump sum price which shall be added to or deducted from the contract price. The contractor shall furnish an itemized breakdown of the prices used in computing the value of any change that might be ordered.
- If the price change is an addition to the contract price and the work is performed by the general contractor and not a subcontractor, it shall include the contractor's indirect costs as follows: Workmen's Compensation and Employee Liability, Unemployment and Social Security Taxes.
- In addition to the above indirect costs, the general contractor shall be allowed a markup not to exceed ten percent (10%). Said ten percent (10%) shall be all inclusive for overhead, supervision, and profit. In addition to this, an allowance shall be made for performance and payment bond additional premiums.
- If the price change is an addition to the contract price and involves the work of the general contractor and subcontractor, the general contractor would be allowed ten percent (10%) on that part of the work performed by him and five percent (5%) on that part of the work performed by the subcontractor. The same percentages shall apply to subcontractors.
- On any change which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.

### **INSURANCE REQUIREMENTS**

**No operations under this contract shall commence unless and until certification of insurance attesting to the below listed requirements have been filed with the Commissioner, approved by the Attorney General, and the Contract approved by the Governor and Council and a Notice to Proceed is issued.**

Insurance requirements by paragraphs 1-4 below shall be the responsibility of the Prime Contractor. The

New Hampshire Department of Natural and Cultural Resources  
**Demolition of Nature Center and Spruce Pond sleeping Cabins**

Prime Contractor, at his discretion, may make similar requests of any subcontractor.

Following is the summary of minimum insurance requirements:

- 1.) Workmen's Compensation Insurance (In accordance with RSA 281-A.)
  - a. Employers' Liability
    - 1.) \$100,000 each accident
    - 2.) \$500,000 Disease-policy limit
    - 3.) \$100,000 Disease-each employee
- 2.) Commercial General Liability Insurance: Occurrence Form Policy: Include full Contractual Liability (see Indemnification Clause 9), Explosion, Collapse, and Underground coverage's:
  - a. Limits of Liability:
    - 1.) \$1,000,000 Each Occurrence Bodily injury & Property Damage
    - 2.) \$2,000,000 General Aggregate-Include per Project Aggregate Endorsement
    - 3.) \$2,000,000 Products/Completed Operations Aggregate
    - 4.) State shall be named as an additional named insured.
- 3.) If blasting and/or demolition are required by the Contract, the Contractor or subcontractor shall obtain the respective coverage for those activities and shall furnish to the Commissioner a certificate of Insurance evidencing the required coverages prior to commencement of any operations involving blasting and/or demolition.
- 4.) Owner's Protective Liability coverage for the benefit of the State of New Hampshire Department of Natural and Cultural Resources.
  - a. Limits of Liability:
    - 1.) \$2,000,000 Each Occurrence
    - 2.) \$3,000,000 Aggregate
- 5.) Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
  - a. Limits of Liability:
    - 1.) \$1,000,000 Combined Single Limit for Bodily injury & Property Damage
- 6.) General Insurance Conditions  
Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than thirty (30) days or ten (10) in cases of non-payment of premium after written notice thereof has been received by the State.
- 7.) Indemnification:  
The Contractor shall indemnify, defend, and hold harmless the State of New Hampshire, its Agencies, and its agents and employees from and against any and all claims, liabilities, suits, or penalties arising out of (or which may be claimed to arise out of) acts of omissions of the Contractor or subcontractors in the performance of work covered by the Contract. This covenant shall survive the termination of the Contract. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State.

**END OF GENERAL CONDITIONS**

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO (OWNER):

PROJECT:

APPLICATION NO:

Distribution to:

OWNER

Period to:

ARCHITECT

CONTRACTOR

FROM:

VIA (ARCHITECT):

ARCHITECT'S

PROJECT NO:

CONTRACT DATE:

CONTRACT FOR:

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

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

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

CONTRACTOR:

By:

Date:

State of:

County of:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public:

My Commission expires:

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

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

ARCHITECT:

By:

Date:

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

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER:

Contractor's signed Certification is attached.

APPLICATION DATE:

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

PERIOD TO:

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

ARCHITECTS PROJECT NO:

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

**Office Use Only**  
(DSFM 106 rev 6/2019)  
Date Rcv: \_\_\_\_\_  
Rcv By: \_\_\_\_\_  
Amount: \_\_\_\_\_  
CK #: \_\_\_\_\_  
Rev: \_\_\_\_\_  
Permit #: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY**

Robert L. Quinn

**Division of Fire Safety**

**Office of the State Fire Marshal**

Paul J. Parisi, State Fire Marshal

*Mailing Address: 33 Hazen Drive Concord NH 03305*

*603-223-4289, Fax 603-223-4294*

*TDD Access: Relay NH 1-800-735-2964 Arson Hotline 1-800-400-3526*



**STATE BUILDING PERMIT APPLICATION**

Submit a separate application per permit

**APPLICATION**

**Applicant Information (Property Owner)**

**Property Information**

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

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

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

Map/Lot#: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State : \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone #: \_\_\_\_\_

**APPLICATION INFORMATION**

**Permit Type (Check One):**

- Building Construction     Mechanical (Fuel Gas/Equipment)  
 Fire Protection         Mechanical (Non-Fuel gas portion of work)  
 Electrical                 Plumbing

**Construction Type:**

- New Construction  
 Addition  
 Renovation

IBC Use Group: \_\_\_\_\_ Building Area: \_\_\_\_\_ SF

**CONTRACTOR INFORMATION**

General Contractor Name: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**LICENSING INFORMATION**

*\*Please provide a copy of applicable license for electrical, plumbing or mechanical applications\**

- Electrical         Fire Protection         Mechanical (Fuel Gas)         Plumbing

NH License #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Company: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**RESPONSIBLE DESIGN PROFESSIONAL (IF APPLICABLE)**

Name: \_\_\_\_\_ NH License # & Exp. Date: \_\_\_\_\_

Company: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Brief Description:

Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_

I hereby certify, subject to the penalties of unsworn falsification pursuant to RSA 641:3, that all statements made on this application are true to the best of my knowledge and that I am responsible to ensure that all construction work will be completed in accordance with all Federal, State and local laws and ordinances, including local Zoning Ordinances as applicable and the State of NH Building Code, and that I further authorize employees and or agents of the NH Fire Marshal's Office to enter this property for purposes of inspections.

**PERMIT FEES PURSUANT TO NH CODE OF ADMINISTRATIVE RULES Saf-C 8105**

**\*Please make checks payable to "Treasurer, State of New Hampshire"**

**Calculations: (Electrical/Mechanical/Plumbing)**

Total cost of construction for permit calculation :\$ \_\_\_\_\_ ( electrical/mechanical/plumbing only)

JOB COST	AMOUNT	MULTIPLY	INSP. FEE (MIN \$75.00)
<b>1<sup>st</sup> 100,000</b> 0.01-100,000		1.2%	
<b>Cost</b> 100,000.01-300,000	+	0.5%	+
<b>Costs</b> 300,000.01 +	+	0.3%	+
<b>Total:</b>	=	<b>Total Fee:</b>	=

**Re-Inspection Fee (Electrical/Mechanical /Plumbing)**

10% Re-inspection Fee: 10% of the fee calculated, provided that the fee shall not be less than \$100.00 nor more than \$500.00.

**New Commercial Permit Fee (Building)**

FEE TYPE	SQUARE FOOTAGE	FEE AMOUNT	TOTAL INSP. FEE
BUILDING PERMIT		0.30	
OTHER STRUCTURES min. \$35.00		1.00	

**New Commercial Renovation Permit Fee (Building)**

FEE TYPE	SQUARE FOOTAGE	FEE AMOUNT	TOTAL INSP. FEE
BUILDING PERMIT		0.15	
OTHER STRUCTURES min. \$35.00		\$1.00	

**New Commercial Permit & Renovation Permit Fee (Fire Protection)**

FEE TYPE	# OF DEVICES	FEE AMOUNT EACH	TOTAL INSP. FEE MIN \$35.00
FIRE PROTECTION		1.00	

**Re-Inspection fee for Building, Fire Protection and Other; Permit fee is \$100.00 per inspection**

**SECTION 01 10 00**

**SUMMARY**

**PART 1 – GENERAL**

**1.01 DESCRIPTION**

A. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work sequence.
4. Work by Owner.
5. Salvage requirements.
6. Access to site.
7. Coordination with occupants.
8. Work restrictions.
9. Specification and drawing conventions.
10. Miscellaneous provisions.

B. Related Work Specified Elsewhere:

1. SECTION 01 50 00: Temporary Facilities and Controls

**1.02 PROJECT INFORMATION**

A. Project Identification: HST 2209 Demolition of Nature Center and Spruce Pond Sleeping Cabins.

1. Project Location: Bear Brook State Park 61 Deerfield Road, Allenstown, NH 03275

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

1. Owner's Representative: Matthew Flanders, Bureau of Historic Sites (603) 271-3238.

**1.03 WORK COVERED BY CONTRACT DOCUMENTS**

A. The Work of Project is defined by the Contract Documents and consists of demolition and removal of buildings at two sites within the Park.

Site A: Work includes the following:

1. Demolition of the Nature Center, an existing wood frame building with stone foundations of approximately 3,500 SF. The existing building has experienced structural failure and has collapsed. Demolition of existing septic tanks and dry well. Removal of all material from the site.
2. Protection and preservation of the existing stone fireplace and chimney.
3. Regrading of the site, loaming and hydroseeding.



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**Demolition of Nature Center and Spruce Pond Sleeping Cabins**

Site B: Work includes the following:

1. Demolition of 12 sleeping cabins at the Spruce Pond complex and removal of all material from the site. All buildings are wood framed with stone foundations, one story tall, and of approximately 250 SF each.
  2. Sites to be regraded after building demolition and allowed to return to natural forest cover.
- B. Type of Contract: Project will be constructed under a stipulated lump sum grand total contract with the State of New Hampshire in accordance with the General Conditions of the Contract for Construction.
- C. The Contractor shall, except as otherwise specifically stated in Contract Documents, provide and pay for all materials, labor, tools, equipment, water, heat, fuel, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities or every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

**1.04 WORK SEQUENCE**

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

**1.05 WORK BY OWNER**

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.
1. Disconnect all utilities to the Nature Center prior to demolition work beginning.
  2. Drain and empty existing septic tanks.

**1.06 SALVAGE REQUIREMENTS**

- A. Unless otherwise indicated, demolition waste becomes the property of Contractor.
- B. Unless otherwise indicated, all equipment that must be removed due to interference with work of this contract remains the property of the Owner and may be salvaged at Owner's discretion.
- C. Owner wishes to salvage and reuse the following materials. Coordinate all salvage activities with Owner.
1. Item No.[1]: Protect and preserve the Nature Center fireplace and chimney. Carefully remove building materials surrounding chimney/fireplace and if any structural issues are observed, stop work, and contact Owner to assess.

**1.07 ACCESS TO SITE**

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to the footprint of the buildings and access areas to the extent possible.
  - 2. Limits: Limit site disturbance, including earthwork and clearing of vegetation to 20-feet beyond building perimeter; 10-feet beyond surface walkways, patios, surface parking, and utilities less than 12-inches in diameter; 15-feet beyond primary roadway curbs and main utility branch trenches; and 25-feet beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.
  - 3. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

**1.08 COORDINATION WITH OCCUPANTS**

- A. Full Owner Occupancy at the Nature Center: Owner will occupy existing adjacent building(s) during entire construction period. Cooperate with owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 72-hours in advance of activities that will affect Owner's operations.
- B. Partial Owner Occupancy at the Spruce Pond Cabins: Owner will occupy the adjacent buildings beginning in late March, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

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**Demolition of Nature Center and Spruce Pond Sleeping Cabins**

2. Provide not less than 72-hours' notice to Owner of activities that will affect Owner's operations.

**1.09 WORK RESTRICTIONS**

A. Work restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, unless otherwise indicated.

1. Access for work outside of normal working hours shall be requested in writing to the Contract Administrator, at least one week in advance. The Contract Administrator may accept or reject the request.
2. No access during the following observed holidays:
  - a. New Years' Day.
  - b. Martin Luther King Jr. Civil Rights Day.
  - c. Washington's Birthday.
  - d. Memorial Day.
  - e. Independence Day.
  - f. Labor Day.
  - g. Veterans' Day.
  - h. Thanksgiving Day.
  - i. Day after Thanksgiving.
  - j. Christmas Day.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
2. Obtain Owners written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruptions to owner occupancy with owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

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

**1.10 SPECIFICATION AND DRAWING CONVENTIONS**

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

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1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SUMMARY**

**SECTION 01 20 00**

**PRICE AND PAYMENT PROCEDURES**

**PART 1 – GENERAL**

**1.01 DESCRIPTION**

- A. Section Includes:
1. Schedule of Values
  2. Applications for Payment
  3. Allowances

**1.02 SCHEDULE OF VALUES**

- A. Submit printed schedule on AIA Form G703 – Continuation Sheet for G702. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after the date of issuance of Notice to Proceed. Failure to submit within specified time period will constitute Default of Contract.
- A. Utilize the Schedule of Values provided with the bid and any addenda. The Contractor may add line items to the Schedule of Values with approval from the contract administrator. No line items may be deleted. Identify each line item with number and title of specification Section. Identify General Conditions, bonds, and insurance.
- C. Include separate line item for the amount of each Allowance and Alternates Specified in this section.
- D. Revise schedule to list approved Change Orders, with each Application for Payment.

**1.03 APPLICATION FOR PAYMENT**

- A. Submit electronic application along with any supporting materials.
- B. Execute on AIA Form G702 – Application and Certificate for Payment.
- C. Items on the Application for payment shall be consistent with the items listed on the Proposal Form. Utilize Schedule of Values for listing items in Application for Payment.
- D. Submit updated construction schedule with each Application for Payment.
- E. Payment Period: Submit monthly, or as otherwise allowed by the Owner.

**1.04 ALLOWANCES**

- A. Contingency Allowances: Use the allowance only as directed by Section 00 41 00 "Bid Proposal Form".

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**Demolition of Nature Center and Spruce Pond Sleeping Cabins**

- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF PRICE AND PAYMENT PROCEDURES**

**SECTION 01 30 00**

**ADMINISTRATIVE REQUIRMENTS**

**PART 1 – GENERAL**

**1.01 DESCRIPTION**

- A. Section includes administrative provisions for coordinating construction operations, submittal procedures, delegated design, and Contractor's construction schedule including, but not limited to, the following:
1. Project management and coordination
  2. Construction schedule

**1.02 PROJECT MANAGEMENT AND COORDINATION**

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

**PART 2 – PRODUCTS**

**2.01 SUBMITTAL PROCEDURES**

- A. General Submittal procedure Requirements: Prepare and submit submittals for all products being incorporated into the Work.
1. Submit electronic submittals via email as PDF electronic files.
- B. Owner will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

**2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

**PART 3 – EXECUTION**

**3.01 SUBMITTAL REVIEW**

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

**3.02 CONTRACTOR'S CONSTRUCTION SCHEDULE**

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

**END OF ADMINISTRATIVE REQUIREMENTS**



**SECTION 01 50 00**

**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 – GENERAL**

**1.01 DESCRIPTION**

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
1. The Work shall include, but shall not necessarily be limited to:
- a. Temporary utilities
  - b. Temporary controls

**1.02 PROJECT CONDITIONS**

- A. The Contractor shall provide temporary sanitary facilities for the workmen, temporary cell phones and temporary fire safety devices such as fire extinguishers.

**PART 2 – PRODUCTS**

**2.01 EQUIPMENT**

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

**PART 3 – EXECUTION**

**3.01 INSTALLATION, GENERAL**

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

**3.02 TEMPORARY UTILITY INSTALLATION**

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Permanent sanitary facilities installed under this Contract shall not be used during construction.

**3.03 SUPPORT FACILITIES INSTALLATION**

- A. General: Comply with the following:

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**Demolition of Nature Center and Spruce Pond Sleeping Cabins**

1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Provide temporary parking areas adjacent to Nature Center and Spruce Pond Complex for construction personnel, and for meetings' attendees.

**3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

**3.05 OPERATION, TERMINATION, AND REMOVAL**

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

**END OF TEMPORARY FACILITIES AND CONTROLS**

**SECTION 02 41 16**

**STRUCTURE DEMOLITION**

**PART 1 – GENERAL**

**1.01 DESCRIPTION**

- A. Provide all labor, materials, equipment, services, etc. required to furnish and install all Structure Demolition as indicated on the Drawings, Specified herein, or otherwise required for a complete and proper job.
1. The Work shall include, but shall not necessarily be limited to:
- a. Demolishing designated structures.
  - b. Demolishing designated foundations.
  - c. Removing underground tanks.
  - d. Protecting items designated to remain.
  - e. Removing demolished items.

**1.02 QUALITY ASSURANCE**

- A. Conform to applicable codes for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal.
- B. Conform to applicable codes for procedures when hazardous or contaminated materials are discovered.
- C. Obtain required permits from authorities having jurisdiction.

**1.03 QUALIFICATIONS**

- A. Demolition Firm: Company specializing in performing work of this section with minimum 5 years documented experience.

**1.04 PRE-INSTALLATION MEETINGS**

- A. Convene minimum one week prior to commencing work of this section.

**1.05 PROJECT CONDITIONS**

- A. Buildings indicated to be demolished will be vacated before start of Work.
- B. Owner assumes no responsibility for actual condition of buildings to be demolished.
- C. Notify Architect upon discovery of hazardous materials.
- D. Do not sell demolished materials on-site.
- E. Maintain existing sidewalks, paths, and trails to greatest extents possible.

**1.06 HAZARDOUS MATERIALS REPORT(S)**

- A. The Contractor's attention is directed to the fact that hazardous materials survey report(s) and specifications were prepared for the site and are known as:
1. Nature Center Building Survey Findings, RPF File No. 22.1469, dated April 11, 2023.
  2. Spruce Pond Cabins Building Survey Findings, RPF File No. 22.1469, dated April 11, 2023.

**1.07 HAZARD SUMMARY**

- A. Asbestos Hazards: Based on the testing performed, asbestos was not detected in the materials sampled.
- B. Lead Hazards: Certain existing painted or coated surfaces to be impacted by the Work of this Project are known or suspected to contain lead.
1. The following paints, coatings, or materials were tested and found to contain lead at concentrations at or above the New Hampshire Lead Poisoning Regulations, established as greater than one milligram per square centimeter ( $\geq 1.0 \text{ mg/cm}^2$ ).
    - a. Nature Center west entrance door:  $4.1 \text{ mg/cm}^2$
- C. Other Hazards:
1. PCB-containing Fluorescent Light Ballasts: Fluorescent fixtures shall be treated as having a mix of PCB and non-PCB ballasts, requiring disposal of impacted suspect units as hazardous waste.
  2. Mercury, Cadmium, and/or Sodium-Containing Fluorescent Light Tubes/Bulbs: Fluorescent and mercury vapor lamps on-site shall be treated as having mercury content requiring removal and recycling by this contract's renovation requirements.
  3. Mercury-containing Thermometers: All thermometers shall be treated as mercury-containing, requiring removal and disposal as a hazardous waste or recycling, as noted in the Contract Documents.

**PART 2 – PRODUCTS**

**Not Used**

**PART 3 – EXECUTION**

**3.01 EXAMINATION**

- A. Examine existing buildings indicated to be demolished before demolition.
- B. Determine where removals may result in structural deficiency or unplanned building collapse during demolition. Coordinate demolition sequence and procedures to prevent structures from becoming unstable.

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**3.02 PREPARATION**

- A. Erect and maintain temporary barriers and security devices at the Nature Center, including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.
- B. Protect existing landscaping materials, trees, appurtenances, structures, and other items indicated to remain.
- C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.
- D. Test soils around underground tanks for contamination.

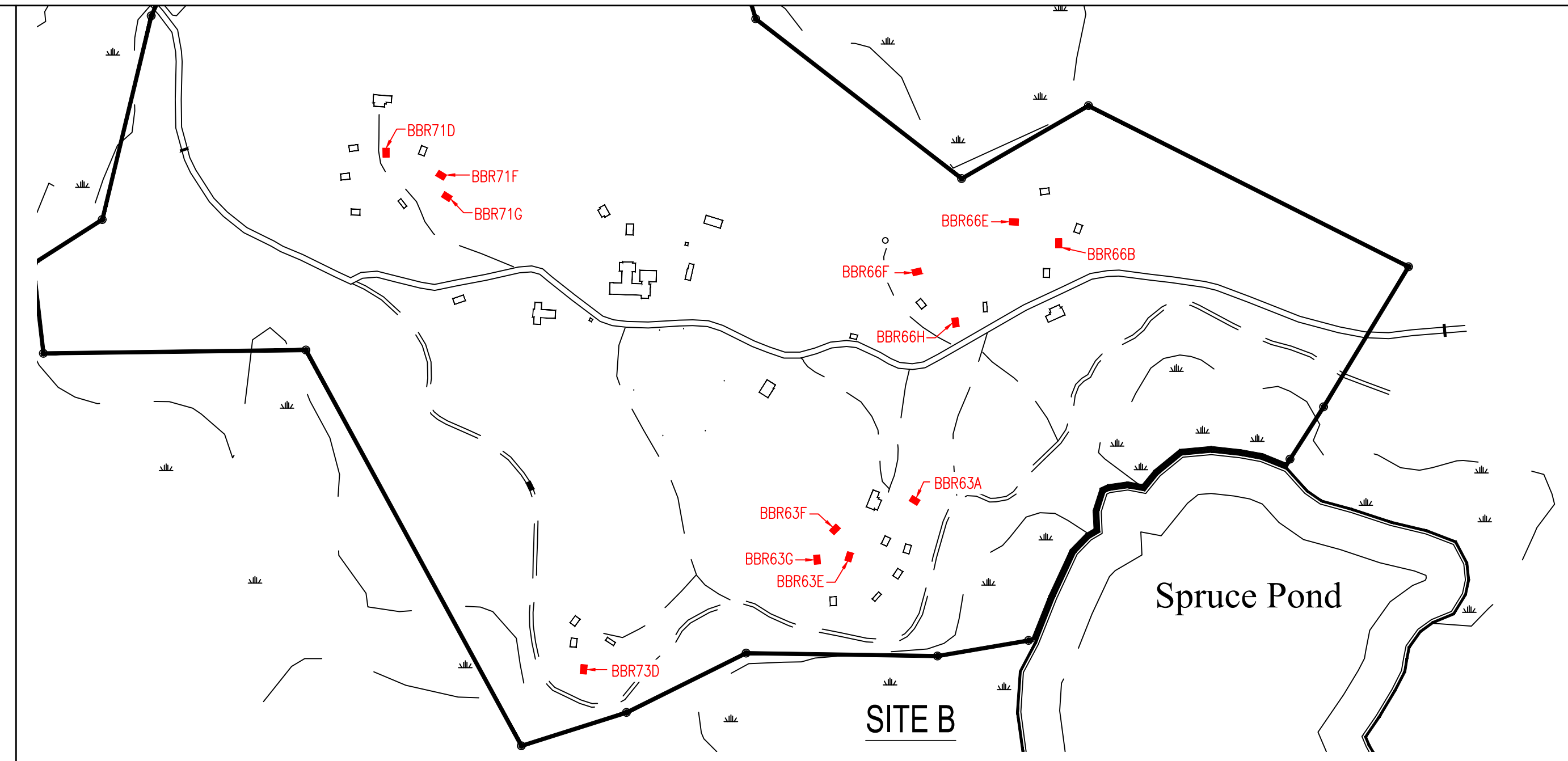
**3.03 DEMOLITION REQUIREMENTS**

- A. Use of explosives is not permitted.
- B. Conduct demolition to minimize interference with adjacent structures.
- C. Cease operations immediately when adjacent structures appear to be in danger. Notify Architect. Do not resume operations until directed.
- D. Conduct operations with minimum interference to public or private accesses to occupied adjacent structures. Maintain protected egress and access from adjacent structures at all times.
- E. Sprinkle Work with water to minimize dust. Provide hoses and water connections required for this purpose.

**3.04 DEMOLITION**

- A. Remove foundation walls and footings to minimum of two feet below finish grade beyond area of new construction.
- B. Empty underground tanks located within demolition area.
- C. Remove underground tanks, components, and piping from site.

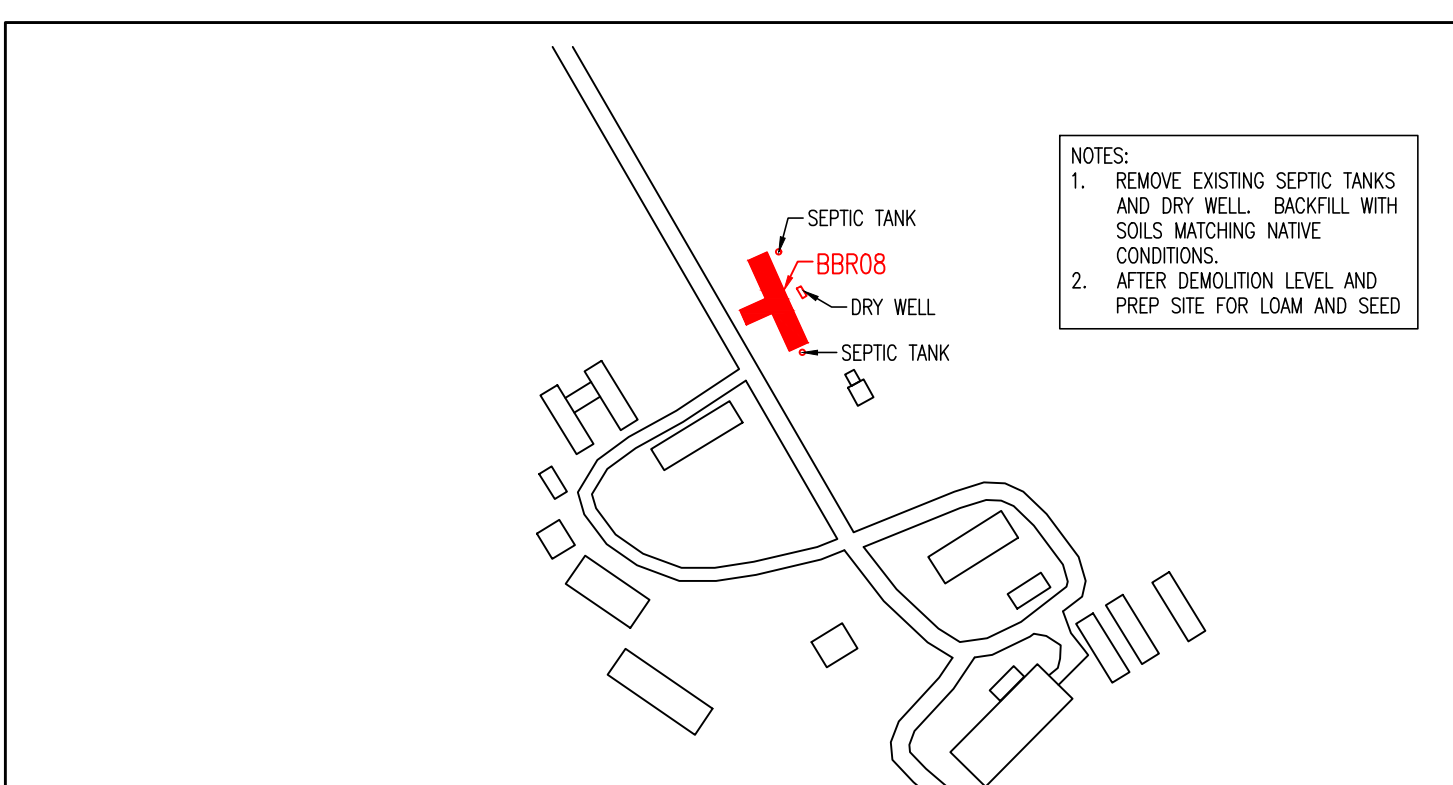
**END OF STRUCTURE DEMOLITION**



**BUILDING DEMOLITION**

- THE FOLLOWING BUILDINGS SHALL BE REMOVED IN THEIR ENTIRETY, INCLUDING ALL FOUNDATIONS AND BELOW GRADE COMPONENTS. CAP AND MAKE SAFE ANY EXISTING UTILITIES STILL CONNECTED TO BUILDINGS. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

BUILDING #:	SIZE:
BBR08	3,528 SF
BBR63A	256 SF
BBR63E	256 SF
BBR63F	256 SF
BBR63G	256 SF
BBR66B	257 SF
BBR66E	259 SF
BBR66F	256 SF
BBR66H	257 SF
BBR71D	262 SF
BBR71F	256 SF
BBR71G	256 SF
BBR73D	256 SF



State of New Hampshire  
Department of Natural and Cultural Resources

172 Pembroke Road - Concord, NH - 03301  
Phone: 603.271.3556  
www.nhstateparks.org

BEAR BROOK STATE PARK  
DEMOLITION OF NATURE CENTER AND  
SPRUCE POND SLEEPING CABINS  
LOCUS PLAN

FARMS Data:  
BUILDING #: Multiple  
BUILDING NAME: Varies

PROJECT #: OPS 2209  
DRAWN BY: SOC  
DATE: 6/7/2023  
SCALE: NTS  
REVISED: -

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