

Addendum #2 11-24-2015

There are three parts to this addendum: (1) Additional Instructions, (2) A revised Bid Form and (3) Eight (8) plans showing the lot line adjustments, subdivision plan and easements.

2015-026 Ice Pond Dam Reconstruction

- (1) Each bidder shall use the revised Bid Form (11/23/15) that includes a \$4,000 allowance for police details for traffic control.
- (2) The attached Lot Line Adjustment & Subdivision Plan and easements have been provided to clarify where there are maintenance/access/construction easements for the Pond, Dam and Stream.
- (3) Section IV Completion Date is revised to change the hours of allowed work. "Allowable construction hours are between in the am and 5 in the pm local time, Monday through Friday of any week".
- (4) Section XIX of the Invitation to bid is revised to add an additional insurance requirement. "The Town of Hampton and the owner of Lot 96-1-0 shall be named as additional insured on the insurance certificates".

BID FORM – Revised 11/24/2015

2015-026 Ice Pond Dam Reconstruction

Town Manager
 100 Winnacunnet Road
 Hampton, NH 03842

Bidder shall specify here in figures and words the costs as specified and described under Summary of Work and Measurement and Payment. In the case of a discrepancy between the figure and the words, the written words shall govern.

Bid Item #	Bid Item Description	Unit	Bid Amount (\$)
1.	Mobilization	Lump Sum	(Figures)
			(Words)
2.	Stormwater Pollution Prevention Plan (SWPPP), Temporary Erosion Control, Stormwater and Water Management	Lump Sum	(Figures)
			(Words)
3.	Demolition, Clearing & Grubbing	Lump Sum	(Figures)
			(Words)
4.	Reinforced Concrete in-place (lump sum for 90 cubic yards in-place)	Lump Sum	(Figures)
			(Words)
4.	Unit cost for concrete quantities differing from lump sum bid quantity (add/deduct)***	Cubic Yard	(Figures)
			(Words)
5.	Earthwork and Appurtenances	Lump Sum	(Figures)
			(Words)

6.	Rock Dowels (lump sum for 6 dowels in-place)		Lump Sum	(Figures)
				(Words)
6.	Unit cost for rock dowel quantities differing from lump sum bid quantity (add/deduct)***	(Figures)	Each	N/A
		(Words)		
7.	Testing		Lump Sum	(Figures)
				(Words)
8.	As-built Plans		Lump Sum	(Figures)
				(Words)
9.	Police Details	Allowance		(Figures) 4,000
				(Words) Four Thousand Dollars
Total				(Figures)
				(Words)

*** Not to be included in total bid price.

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

Please print clearly.

Name: _____

Address: _____

City, State and Zip Code: _____

Business Telephone: _____

Business Fax: _____

E-Mail Address: _____

Website Address: _____

Signature of Authorized Person _____

Date _____

By signing above you are attesting that you are duly authorized by law to commit the individual, association, partnership, company or corporation to the terms of the Invitation to Bid and resulting contract agreement.

Once submitted, all bid proposals submitted shall be held firm and not withdrawn for 90 days from bid opening.

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that Malcolm E. Smith, III, unmarried (hereinafter, "Grantor" or "Smith"), of Hampton, County of Rockingham, State of New Hampshire, for consideration paid, grants to the Town of Hampton Conservation Commission (hereinafter, "Grantee" or the "Commission") the following four easements on portions of Tax Map 96-1-0: *100 WILNAQUET ROAD HAMPTON, NH 03842.*

1. An easement in the shaded area entitled "Proposed Dam Maintenance Easement" as shown on said Sheet 2 of 2 of a Plan entitled "Subdivision Plan on Lot Line Adjustment" by Altus Engineering, Inc. dated November 14, 2007 and recorded in the Rockingham County Registry of Deeds as Plan number D-35182 recorded on December 21, 2007, for the purpose of maintaining, repairing, and reconstructing the dam shown on said Plan, whose exercise shall be preceded by 5 business days written notice from the Commission to the Owner of Lot 96-1-0; said easement area is bounded and described as follows:

Beginning at an iron rod and cap to be set on the Northerly side of Woodland Road; thence running South 53° 16' 34" West along said Woodland Road a distance of 7.71 feet to a point; thence continuing South 53° 16' 34" West along said Woodland Road a distance of 14.94 feet to a point; thence turning and running North 8° 36' 58" West a distance of 69.26 feet to a point; thence turning and running North 68° 39' 31" West a distance of 37.95 feet to a point; thence turning and running North 68° 39' 31" East a distance of 52.0 feet to a point; thence turning and running South 21° 20' 29" East a distance of 43.75 feet to a point; thence turning and running

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

South 8° 36' 58" East a distance of 47.57 feet to a point; thence turning and running South 53° 36' 15" West along said Woodland Road a distance of 22.61 feet to an iron rod and cap to be set; thence turning and running North 8° 36' 58" West a distance of 55.87 feet to an iron rod and cap to be set; thence turning and running North 21° 20' 29" West a distance of 31.52 feet to an iron rod and cap to be set; thence turning and running South 68° 39' 31" West a distance of 12.0 feet to an iron rod and cap to be set; thence turning and running South 21° 20' 29" East a distance of 30.18 feet to an iron rod and cap to be set; thence turning and running South 8° 36' 58" East a distance of 60.86 feet to the point of beginning.

2. An easement in the shaded area entitled "Proposed Stream Maintenance Easement" as shown on said Sheet 2 of 2 of the aforesaid Plan, for the purpose of maintaining the flow of water along the existing stream that flows from the aforesaid dam to the southeast and into an existing culvert under Woodland Road, whose exercise shall be preceded by 5 business days written notice from the Commission to the Owner of Lot 96-1-0; said easement area is bounded and described as follows:

Beginning at a point on the Northerly side of Woodland Road lying 104.32 feet Easterly from an iron rod and cap to be set along a course North 53° 36' 15" East; thence turning and running North 37° 22' 58" West a distance of 14.02 feet to a point; thence turning and running North 78° 42' 24" West a distance of 12.81 feet to a point; thence turning and running South 87° 06' 38" West a distance of 23.28 feet to a point; thence turning and running North 8° 36' 58" West a distance of 6.49 to a point; thence turning and running North 21° 20' 29" West a distance of 14.27 feet to a point; thence turning and running North 87° 06' 38" East a distance of 30.93

feet to a point; thence turning and running South 78°42' 24" East a distance of 22.84 feet to a point; thence turning and running North 52° 37' 02" East a distance of 30.00 feet to a point; thence turning and running South 37° 22' 58" East a distance of 21.15 feet to the Northerly side of Woodland Road; thence running South 51° 42' 26" West along said Woodland Road a distance of 58.32 feet to a point; thence turning and running South 53° 36' 15" West along said Woodland Road a distance of 11.69 feet to the point of beginning.

3. An easement in the shaded area entitled "Proposed Pond Maintenance Easement" as shown on said Sheet 2 of 2 of the aforesaid Plan for the purpose of maintaining the depth and quality of said Ice Pond and the flow of water therefrom to the aforesaid dam, whose exercise shall be preceded by 5 business days written notice from the Commission to the Owner of Lot 96-1-0; said easement area is bounded and described as follows:

Beginning at the northwest corner of said easement area at an iron rod and cap to be set that lies 70.00 feet from the southwest corner of lot 96-1-0 along a course of North 30° 30' 15" West; thence running North 30° 30' 15" West a distance of 180.99 feet to a point at the southeasterly corner of Map 76, Lot 15; thence turning and running North 20° 58' 56" along said Map 76, Lot 15 a distance of 48.93 feet to a point; thence turning and running South 55° 56' 24" a distance of 153.48 feet to a point; thence turning and running South 28° 20' 01" East a distance of 41.47 feet to a point; thence turning and running North 79° 09' 17" East a distance of 11.98 feet to a point; thence turning and running South 21° 20' 29" East a distance of 12.63 feet to a point; thence turning and running South 8° 36' 58" East a distance of

31.12 feet to a point; thence turning and running South 61° 35' 27" West a distance of 15.00 feet to a point; thence turning and running North 57° 45' 55" West a distance of 56.42 feet to a point; thence turning and running South 29° 38' 04" West a distance of 55.04 feet to the point of beginning.

4. A temporary construction easement, whose exercise shall be preceded by 30 days written notice from the Commission to the Owner of Lot 96-1-0, except in a catastrophic event, so that the Commission, its agents and contractors may access the aforesaid dam and stream over the driveway leading to, and then over the lawn area of, the 2-story wood frame dwelling on Lot 96-1-0 as shown on the aforesaid Plan using the shortest possible route, 15 feet wide, across the lawn to reach the construction area, once in the first five year period following the conveyance of the dam from Smith to the Commission and then once every twenty years thereafter, except in a catastrophic event, for the express purpose of bringing construction vehicles and equipment to said dam and stream, provided that such access may be utilized only between the hours of 8:00 a.m. to 5:00 p.m. on Mondays through Fridays, within a period of two weeks, and no such vehicles and equipment shall be parked on said driveway or on any other portion of said land of Smith except in the shaded areas entitled "Proposed Stream Maintenance Easement" and "Proposed Pond Maintenance Easement" and then only for such periods of time needed for the purposes of performing the work for which said Easement areas were created; the Commission, its contractors and agents shall be required, prior to said work being performed, to carry a

comprehensive general liability insurance coverage and workers' compensation insurance coverage covering any property damage or personal injury that may occur as a result of the utilization of such temporary construction access easement and the other maintenance easements set forth above, naming the then property owner of said Lot 96-1-0 as an additional insured. The Commission agrees that it, its Contractors and agents shall restore the driveway and lawn areas on Lot 96-1-0 to at least as good, if not better, condition than existed prior to any damage occasioned by the foregoing exercise of the temporary construction access easement across the driveway and intervening lawn areas to reach said dam and stream maintenance easement areas, or compensate the owner for the reasonable cost of damage if restoration is impossible. Following the initial five year period, the route of access shall be, at the election of the Owner of Lot 96-1-0, either a) over the driveway and then over the lawn area of the 2-story wood frame dwelling as shown on Lot 96-1-0 on said Plan using the shortest possible route, 15 feet wide, across the lawn to reach the construction area, or b) entering on the aforesaid driveway and then using the lawn area, 15 feet wide, that hugs the stream bank on level ground to avoid any collapse of the bank, but steering clear of trees, if reasonably possible, along said route.

Meaning and intending to convey easements located on portions of the premises conveyed to the Grantor by deed of Malcolm E. Smith, III, and Leigh F. Smith dated August 3, 1992 and recorded in the Rockingham County Registry of Deeds at Book 2937, Page 1977. The first, second, and third easements described above, in the shaded

areas entitled "Proposed Dam Maintenance Easement," "Proposed Stream Maintenance Easement," and "Proposed Pond Maintenance Easement" are also partially located on a portion of the premises conveyed to the Grantor by deed of Pondsides, LLC dated November 19, 2007 and recorded in the Rockingham County Registry of Deeds at Book 4873, Page 1337. The third easement described above, in the shaded area entitled "Proposed Pond Maintenance Easement," is also partially located on a portion of the 9,372 square feet of premises located on the Northerly side of Woodland Road conveyed to the Grantor by deed of Pondsides, LLC dated August __, 2008, to be recorded herewith.

Signed this 15TH day of AUGUST, 2008.


Malcolm E. Smith III

State of New Hampshire
County of Rockingham

AUG. 15, 2008

Personally appeared the above named, Malcolm E. Smith, III, known to me, or satisfactorily proven, and acknowledged the foregoing instrument to be his voluntary act and deed.


~~Notary Public~~ / Justice of the Peace
My Commission expires:

MY COMMISSION EXPIRES
JANUARY 26, 2011

TOWN OF HAMPTON
CONSERVATION COMMISSION

By: 
Ellen Goethel, its Chairman
Duly Authorized

BK 4943 PG 2834

STATE OF NEW HAMPSHIRE
County of Rockingham

AUGUST 15, 2008

Personally appeared the above named, Ellen Goethel in her capacity as a duly authorized member of the Hampton Conservation Commission, known to me, or satisfactorily proven, and acknowledged the foregoing instrument to be her voluntary act and deed.



Mark L. Linn
Notary Public / Justice of the Peace
My Commission Expires:

MY COMMISSION EXPIRES
JANUARY 26, 2011