INVITATION TO BID

2015-026 Ice Pond Dam Reconstruction

I. INTENT

The Town of Hampton, acting through its Town Manager in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy, requests sealed written bids, from qualified Contractors for the reconstruction of the Ice Pond Dam.

II. INSTRUCTIONS

All inquiries regarding the bid document, bid procedure, and any technical aspect may be directed to Chris Jacobs, Director DPW at (603) 929-5925 weekdays between the hours of 7:00 am and 3:30 pm, or by email at cjacobs@town.hampton.nh.us.

All bid proposals shall be submitted in conformance with all sections of this document, and any attachments, and any addenda distributed, and all requested information must be supplied; failure to comply will be reflected in the evaluation of the bid proposal.

Each Bid shall be accompanied by a Bid Security made payable to the Town of Hampton in an amount of 10% of Bidder's maximum Base-Bid Price and shall be in the form of a certified check or a Bid Bond. The selected bidder shall be required to provide performance and payment bonds for 100% of the project price. See Appendix 2 for forms.

III. SUMMARY OF WORK

The contractor shall furnish all labor, materials, equipment and means for the reconstruction of the Ice Pond Dam. Work shall include the preparation and implementation of a Stormwater Pollution and Prevention Plan (SWPPP); site work consisting of clearing, grubbing, tree and stump removal; demolition and proper disposal of the existing dam; excavation and subsurface preparation for the placement of the new dam; water control; construction of a new concrete dam; dam reinforcement and Site clean - up and restoration.

The work is to be completed in conformance with this Bid Document, and the Technical Contract Documents and Permit found in Appendix 1.

IV. COMPLETION DATE

The selected Contractor shall specify the number of days from bid award to complete reconstruction of the Ice Pond Dam. The specified number of days will be the total length of time to reach completion based on the date of the Notice to Proceed. Work must completed under low flow condition between May 1 and September 20th.

If damage to buildings, materials, equipment or to other property of the Town of Hampton and or abutting properties occurs during the during reconstruction of the Ice Pond Dam due to the negligence of the selected contractor's employees, or subcontractors, including damage caused by the equipment, and/or materials used, the damage shall be repaired at the selected contractor's expense.

Allowable construction hours are between 7:00 in the a.m. and 7:00 in the p.m. local time, Monday through Friday of any week. No work will be allowed on the weekends or on national holidays.

V. SURVEY LAYOUT AND CONTROL

Bench marks and horizontal control points for the Contractor to layout the work have been established and are shown on the Plans. The contractor shall be responsible for the preservation of all bench marks and control points. If any of the control points are disturbed by the contractor during the construction, the contractor shall replace them at no expense to the owner. Damaged or destroyed points, benchmarks or stakes or any reference points damaged or made inaccessible by the progress of construction shall be replaced or transferred and relocated to their original locations after completion of the work. Replacement of any layout points shall be performed by or under the direction of a NH Licensed Land Surveyor.

The contractor shall perform all necessary layout work in order to construct all elements of the Project as shown in the Technical Contract Documents. Any error, apparent discrepancy, or absence of data in the initial layout shall be referred to the Town in writing for correction or interpretation.

VI. LIQUIDATED DAMAGES

The contract as awarded will contain a liquidated damages clause to the effect that a two-hundred ($200.00) dollar per day penalty after the specified completion date, for each day beyond the completion date that the reconstruction of the dam is delayed due to other than weather conditions, time being of the essence. Such late charge shall be deducted from the cost/payment of the work.

VII. CHANGE ORDERS

The selected contractor shall not proceed with work and materials that are not included in the bid proposals and contract agreement requirements without written prior approval of a change order by the DPW Director or his designee.

VIII. WARRANTY LAW

All Federal and State Warranty Laws apply to the materials and installation.

IX. CORRECTION OF DEFECTIVE PRODUCT

Any deficiencies in the materials or installation of the materials identified within thirty days after the completion date by the DPW Director or his designee shall be corrected by the selected contractor at the sole expense of the selected contractor.

X. SAFETY & TRAFFIC CONTROL MEASURES

The selected contractor selected through the award process shall employ all measures and procedures of safety and traffic control applicable by local, state, and/or federal laws.

XI. BONDING – BID SECURITY, PERFORMANCE, PAYMENT AND OTHER BONDS

A. The following security is required to be submitted with the bid.

1. Bid Security. A bid security in the amount of 10% of the maximum Base-Bid Price and made payable to the Town of Hampton shall be submitted in the form of a certified check drawn upon a bank authorized to do business within the State of New Hampshire or a bid bond executed by a surety company authorized to do business in New Hampshire.

Such security will be returned to bidders, unless retained by the Town under conditions hereinafter stipulated.

i. Conditions of Retainage

After the opening of bids, with the exception of the two most responsive and qualified bidders, the bid security of all other bidders will be returned within five (5) working days.

The bid security of the two most responsive and qualified bidders will be returned either upon the execution of the contract with the selected contractor, or upon expiration of 90-days from the bid-opening, if no such award is made. The Bid Security shall be forfeited to the Town of Hampton if the selected contractor fails to execute the contract.

B. The Contractor selected through the award process will be required to submit the following bonds in order to fulfill the terms of the contract.

1. Performance Bond. A Performance Bond or a letter of credit as surety shall be issued to the Town of Hampton by a surety company authorized to do business in New Hampshire for 100% of the project price. Said Performance Bond shall indemnify the Town of Hampton in full against any defects or loss resulting from any failure of performance by the selected Contractor, or its employees, subcontractors, material suppliers, and/or utilities in the performance of the Work and completion of the Project. The Performance Bond shall guarantee to the Town of Hampton that the work will be completed according to the terms of the contract. The performance bond shall be returned upon completion of the Project plus one year.

2. Payment Bond. A Payment Bond or a letter of credit as surety shall be issued to the Town of Hampton by a surety company authorized to do business in New Hampshire for 100% of the project price. Said Payment Bond shall indemnify the Town of Hampton in full against any loss resulting from any failure of payment by the selected Contractor to its employees, subcontractors, material suppliers, and/or to any utilities. The Payment Bond shall cover all labor, rental equipment, specialty fabricated materials and supplies directly incorporated into the project. The Payment Bond shall be returned upon completion of the project plus six months.

XII. CONTRACT AGREEMENT

The successful contractor selected through the award process will be required to enter into a contract agreement with the Town of Hampton and to execute the contract agreement within two weeks of the date of award, unless prior arrangements are made with the DPW Director or his designee. This document Bid 2015-026 Ice Pond Dam Reconstruction and the Bid Form shall become part of the contract agreement.

The selected contractor and/or its employees and/or subcontractors shall not represent themselves as employees or agents of the Town of Hampton.

Project closed out requirements will require that successful contractor, prior to final payment submit to the Town the following (See Appendix 2):

- Contractor's Affidavit

- Consent of Surety Company to Final Payment
- Contractor's Final Lien Waiver
- Certificate of Final Completion of Work
- Project Record Documents

Upon final payment and within 14 days of receipt, the Contractor shall submit to the Town the Contractor's Release (Appendix 2)

XIII. USE OF SUBCONTRACTORS

The use of subcontractors under this contract shall only be allowed upon the approval of the DPW Director or his designee.

The subcontractors will be subject to the same requirements as the selected engineering firm.

If the selected contractor utilizes subcontractors, they shall provide evidence that the costs and expenses due to the subcontractor have been paid in full before final payment is made by the town. Such evidence shall be accompanied by a written statement by the subcontractor on company letterhead.

XIV. LAWS, PERMITS AND LICENSING

It is the selected contractor's responsibility, and anyone employed by the selected contractor, to adhere to and comply with all federal, state and local laws, regulations, and codes as well as with all standards and practices relating to the work being performed or the services provided. In addition, it is the selected contractor's responsibility, and anyone employed by the selected contractor, to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work to be performed or the services to be provided.

XV. NON-ASSIGNMENT

Neither the selected contractor nor the Town shall assign, transfer, convey, or otherwise hypothecate the contract or their rights, duties, or obligations hereunder or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

XVI. INDEMNIFICATION

In accepting the awarded contract, the selected contractor agrees and any of its subcontractors shall agree to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability and any all claims, suits, damages, and attorney's fees and costs, arising from the work to be performed, including the provision of goods necessary to perform the work.

XVII. GOVERNING LAW AND VENUE

The Invitation to Bid, the bid proposal document, and the contract agreement to be entered into shall be governed by the statutory and common laws of the State of New Hampshire and venue shall lie in the State Courts of the State of New Hampshire as to any dispute.

XVIII. TERMINATION

The Town of Hampton acting through the Town Manager retains the right to terminate and dismiss the selected contractor for non-performance, or poor performance with five (5) working days'

notice. Additionally, the Town of Hampton acting through the Town Manager reserves the right to negotiate a contract agreement with the next qualified contractor for completion of the scope of work.

XIX. INSURANCE REQUIREMENTS

The insurance required for the award of the contract shall provide adequate protection for the selected engineering firm and any of its subcontractors against damage claims, which may arise from work under the awarded contract, whether such work be by the insured or by anyone employed by him, and also against any of the hazards which may be encountered in the performance of the contract as enumerated in the supplementary general conditions.

The Town of Hampton shall be named as an additional insured on the insurance certificates. Such certificates shall also contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10-days written notice has been received by the Town of Hampton."

The following shall be considered minimum standards for insurance required to perform the work or services provided in the Town of Hampton:

1. General Coverage

   To be eligible to be awarded the contract to perform the work required, the selected engineering firm shall submit to the Town a current certificate of insurance for General Liability; Automobile Liability; Excess Liability; Property Liability (All risk including Theft & Fire) from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Each Occurrence	$2,000,000.00
General Aggregate	$2,000,000.00

2. Workers' Compensation

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

Coverage A	Statutory
Coverage B	$2,000,000.00

3. Cancellation of Insurance

   The cancellation of any insurance held by the selected engineering firm will automatically cancel any contract. Each insurance policy shall contain a provision that the certificates of insurance shall not be altered or cancelled except with 10-days written notice to the Town of Hampton.

XX. PAYMENT

Payment shall be made within 30-days of receipt of written invoices for completed work with approval signoff of the DPW Director or his designee. Payment of an invoice by the Town of Hampton automatically releases any lien that the invoice may have provided against the Town.

Invoicing Instructions. All invoices shall include the following information:

1. Company Name
2. Location of work
3. Date work was completed
4. Brief description of services rendered
5. Contract number

XXI. SUBMITTAL REQUIREMENTS

All prospective bidders are expected to carefully examine the Invitation to Bid and all its sections, and any attachments, and any addenda distributed before submitting a bid proposal. Failure to do so will not relieve the successful contractor of the obligation to furnish all equipment and labor necessary to carry out the provisions of the Invitation to Bid. The submission of a bid proposal shall be considered prima facie evidence that the bidder has made such examination and has taken into account the Town's intent.

All costs related to the bid proposal preparation and/or submission will be borne by the prospective bidders in responding to this Invitation to Bid or in responding to any request for interviews, additional information, etc. prior to the issuance of a contract.

Each proposal must be accompanied by a Cashier's or Certified Check, payable to the Town or an acceptable bid bond in the of 10% of Bidder's maximum Base-Bid Price, payable to the Town as a guaranty that bidder will enter into a contract and furnish bonds within seven (7) days after Notice of Award of Contract.

Any bid proposal which is incomplete, conditional, or obscure, or which contain erasures, alterations or other irregularities of any kind, or in which errors occur or contain abnormally high or low costs, may be rejected.

The completed Bid Form must contain the full name of the company and the address. Failure to manually sign the Bid Form will disqualify the submitting bidder. The person signing the Bid Form shall show title or authority to bind the firm in a contract agreement. Company name and authorized signature must appear on the Bid Form in the space provided

The cost shall be stated in <u>both words and figures on the Bid Form</u>. All words and figures shall be written in ink. In case of a discrepancy between the figures and the words, the written words shall govern.

All bid submittals shall be sealed and shall contain one (1) original and two (2) copies of the completed Bid package. This includes this entire document, including the Bid Form, all attachments, and any addenda distributed.

All submitting bidders are required to provide the following information with their submissions, and in the order that follows:

(1) One (1) original and two (2) copies of this entire document, including the bid form, all attachments, and any addenda distributed;

(2) List of at least three (3) current references for which comparable work has been performed. This list shall include company name, person to contact, address, and telephone number. Failure to include references will be ample cause for rejection of the proposal. Preferred references include other local government agencies;

(3) List of personnel and construction equipment that will be assigned to and made available to perform the work;

(4) The company's professional qualification and experience in dealing with municipalities; including a list of previous projects of a similar nature;

(5) A summary of the company's present workload, which shall contain a statement that demonstrates that the company has adequate personnel and resources to provide the services within the scheduled timelines.

XXII. RETURN OF BIDS

Sealed bids will be received until 3:00 PM on Thursday, December 3, 2015 at the Town Manager's Office, 100 Winnacunnet Road, Hampton, NH 03842.

Sealed bid envelopes must be clearly marked "Bid 2015-026 Ice Pond Dam Reconstruction".

No faxed or emailed bid proposals or faxed or emailed withdrawals of the bid proposal will be permitted. If a withdrawal is made in either fashion, it will be destroyed upon receipt.

A prospective contractor may withdraw its bid proposal, upon request to the Town Manager before the time of opening; such proposal will be returned unread. At the Town's discretion, late bid proposals may be returned to contractor unopened.

(1) Correction or Withdrawal of Bid Proposal and Cancellation of Awards under Competitive Sealed Bid.

Correction or withdrawal of inadvertently erroneous bid proposals before or after award, or cancellation of awards or contracts based on such bid proposal mistakes, shall be permitted at the Town's discretion. However, no changes in the proposed cost(s) or other provisions of the bid proposal prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of a bid proposal, or to cancel awards or contracts based on errors or omissions, shall be supported by a written determination made by the Town Manager or his/her representative. No bid proposal may be withdrawn when the result would be to award the contract on another bid proposal of the same contractor or of another contractor in which the ownership of the withdrawing contractor is more than five percent. If the Town Manager or his designee denies the withdrawal of a bid proposal, he shall notify the contractor in writing stating the reasons for his decision.

XXIII. DISQUALIFICATION

A contractor may be disqualified and their bid proposal rejected for either of the following reasons: 1) evidence of collusion among other contractors or 2) failure to supply complete information as

requested by this Invitation to Bid. Any bid proposal(s) so rejected will disqualify the contractor(s) involved from consideration in the future dealings with the Town.

XXIV. PURCHASING POLICY APPLIES

The Town of Hampton's Purchasing Policy and Procedures in Chapter 718 of the Hampton Code applies to any bid proposals received hereunder.

XXV. AWARD

It is the intent of the Town to award the contract to the most qualified bid proposal that meets all necessary requirements stated in this document and its appendices and in accordance with the Town of Hampton's Purchasing Policy and Procedures. The bid proposal shall be held firm until completion of the work.

XXVI. NO RESPONSE REQUEST

It is requested of all prospective contractors that if they will not be submitting a bid proposal to submit a letter of no response to the Town of Hampton.

XXVII. POSTING OF BIDS

This Invitation to Bid and any attachments, and any addenda distributed are posted on the Town's website at http://hamptonnh.gov/wp-content/uploads/Townmanager/Forms/RFP

All prospective contractors seeking to submit a bid proposal are requested to inform the Town of Hampton by email at inquiries@town.hampton.nh.us that they have obtained the Invitation to Bid from the Town's Website. Please provide your name, address, phone number, and email address. This will enable the Town of Hampton to forward any addenda distributed and/or additional information that may be required for compliance with the Invitation to Bid document.

BID FORM

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)
	Unit cost for concrete quantities differing from lump sum bid quantity (add/deduct)***	*(Figures)*	Cubic Yard	N/A
		(Words)		
5.	Earthwork and Appurtenances		Lump Sum	(Figures)
				(Words)

6.	Rock Dowels (lump sum for 6 dowels in-place)		Lump Sum	(Figures) (Words)
	Unit cost for rock dowel quantities differing from lump sum bid quantity (add/deduct)***	(Figures) (Words)	Each	N/A
7.	Testing		Lump Sum	(Figures) (Words)
8.	As-built Plans		Lump Sum	(Figures) (Words)
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.

Appendix 1

TECHNICAL CONTRACT DOCUMENTS FOR

ICE POND DAM RECONSTRUCTION

TOWN OF HAMPTON, NH

Prepared by:

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November 12, 2015

TOWN OF HAMPTON

CONSERVATION COMMISSION

100 Winnacunnet Road

Hampton, NH 03842

(603) 929-5808

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SECTION 01010

SUMMARY OF WORK

PART 1: GENERAL

1.01 WORK UNDER THIS CONTRACT

The CONTRACTOR shall furnish all labor, materials, equipment and means for Ice Pond Dam Reconstruction, as described herein. Work under this Contract (aka Project) is described by the Technical Contract Documents. Work on-Site shall commence no earlier than May 1, 2016 and shall be completed, including Site clean-up and demobilization, no later than September 30, 2016. The Work is generally summarized as, but is not limited to, the following:

A. Preparation and implementation of Stormwater Pollution Prevention Plan (SWPPP), temporary erosion and sediment controls, and water diversion, management and control.
B. Site Work:
    1. Clearing, grubbing, tree and stump removal.
    2. Demolish existing dam; properly dispose of materials not suitable for reuse on site.
    3. Excavate and prepare subgrade for new reinforced concrete dam.
    4. Backfill new concrete dam. Place bedding and riprap and regrade around dam.
    5. Loam and seed disturbed areas.
C. Reinforced Concrete:
    1. Install rock dowels if rock is encountered above El. 19 ft.
    2. Construct new reinforced concrete dam.
D. Miscellaneous :
    1. Furnish and install stoplogs. Furnish stoplog pullers.
    2. Hire independent testing agency to test concrete and fill compaction.
E. Site cleanup, as-built drawings verifying elevations, and Site restoration.

The above general outline of principal features does not in any way limit the responsibility of the CONTRACTOR to perform all work and sequence thereof and furnish the required materials, equipment, labor and means as shown or required by the Technical Contract Documents.

Materials, equipment, labor, etc., obviously a part of the work and necessary for the proper operation and installation of same, although not specifically indicated in the Contract Documents, shall be provided as if called for in detail, and without additional cost to the OWNER.

1.02 LOCATION

The Project is located at the southeast end of Ice Pond (aka Lamprey Pond) in Hampton, NH, adjacent to #221 Woodland Road. The Drawings show a location map.

1.03 STAGING AREAS

The Drawings shows the limit of construction access, within which Contractor may stage materials and equipment, except as follows: Sheet 3 of the Drawings shows three hatched areas (within the limit of construction access) that Contractor shall not access nor use as staging areas unless expressly allowed by Town. For purpose of bidding, Contractor shall assume that neither access to, nor staging of equipment, materials, etc., in any of these three hatched areas will be allowed.

Town Conservation Commission land southwest of the Site may also be used as staging area, as allowed and directed by Town. Such access for staging may be assumed for bidding as described at the pre-bid meeting. Refer also to Drawing Sheet 2, note 17 requiring restoration of staging areas upon construction completion.

END OF SECTION

SECTION 01151

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Under the price specified to be paid for each item, the Contractor shall furnish all labor, materials, equipment, and perform all operations to complete all work as indicated and specified. All supervision, overhead items, bond costs, permit costs (for permits obtained by Contractor), protection and precautions and all other costs, incidental to the construction work, complete, and as specified, are also included.

B. A complete, finished, working job, as intended by the general nature of these Technical Contract Documents, shall be produced whether or not any particular wording or direction is omitted or inadvertently not clearly stated.

C. Measurement for payment shall be by the Town, except where noted elsewhere in the Technical Contract Documents. Measurement for payment for lump sum items shall be on the basis of percentage of work complete and in place.

D. Each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the Technical Contract Documents.

E. The prices for those items which involve excavation shall include compensation for transportation and disposal of surplus excavated material.

F. In all items involving excavation that may be required, the price shall be based on the completed excavation through repair of the ground surface.

G. Unit prices submitted for various items of work will be used for determining prices of any additional work necessary during construction.

H. Determination of fulfillment of payment requirements for each and every method of measurement shall be at the sole judgment of the Town of Hampton (Owner).

1.2 BID ITEM DESCRIPTION

Base Bid

1. Mobilization:
    a. Method of Measurement – Percent complete.
    b. Method of Payment – The contract lump sum price shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including all Contractor's activities associated with project setup, access to construction, protection of existing structures and resources, preparation of as-built drawings verifying elevations, demobilization, project cleanup, and all else incidental thereto for which payment is not provided under other items:
        i. Substantial equipment/material mobilization to Site – 30 percent
        ii. Completion of all submittals (except SWPPP), project setup, access to construction, protection of existing structures/resources – 30 percent
        iii. Site/project cleanup and demobilization – 40 percent

2. Stormwater Pollution Prevention Plan (SWPPP), Temporary Erosion Control, Stormwater and Water Management
    a. Method of Measurement – Percent complete.
    b. Method of Payment – The contract lump sum price shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including preparation and submittal of SWPPP, installation, maintenance and removal of erosion and water controls per reviewed SWPPP, maintenance of erosion and water controls during periods of high flow and floods, and all else incidental thereto for which payment is not provided under other items. Partial payments as follows:
        i. Review and acceptance of SWPPP submittal by Owner – 25 percent
        ii. Installation of temporary erosion controls per SWPPP– 25 percent
        iii. Installation of cofferdam(s) – 25 percent
        iv. Removal of all erosion and water controls at construction completion – 25 percent

3. Demolition
    a. Method of Measurement – Completion.
    b. Method of Payment – The contract lump sum price shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including demolition shown on Contract Drawings, tree, stump and roots removal, clearing and grubbing, removal and disposal of debris, and all else incidental thereto for which payment is not provided under other items.

4. Reinforced Concrete in-place
    a. Method of Measurement – Cubic yard of concrete in-place. Refer to Drawing Sheet 6 for limits of concrete measurement within the footing key.
    b. Method of Payment – The contract lump sum price shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including reinforcing steel, formwork, concrete placing and curing in all weather conditions, and all else incidental thereto for which payment is not provided under other items. Where the volume of concrete placed differs from the lump sum bid quantity, payment shall be increased or decreased from the lump sum price according to the contract unit rate per cubic yard for concrete quantities differing from the lump sum bid quantity.

5. Earthwork and Appurtenances
    a. Method of Measurement – Completion.
    b. Method of Payment – The contract lump sum price shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including excavation/dredging, subgrade preparation, filling, compaction, grading, permanent erosion protection (e.g. rip-rap) and bedding, loam and seed, site restoration, disposal of surplus and unsuitable materials, stoplog, benchmarks and all else incidental thereto for which payment is not provided under other items.

6. Rock Dowels
    a. Method of Measurement – Each rock dowel in-place.
    b. Method of Payment – The contract lump sum price shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including drilling, epoxy-coated reinforcing bars, centralizers, cement grout and all else incidental thereto for which payment is not provided under other items. Where the number of rock dowels placed differs from the lump sum bid quantity, payment shall be increased or decreased from the lump sum price according to the contract unit rate per rock dowel installed.

7. Testing by Independent Testing Agency engaged by Contractor
    c. Method of Measurement – Completion.
    d. Method of Payment – The contract lump sum price shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including testing of soils and concrete by an independent testing agency engaged by the Contractor, and all else incidental thereto for which payment is not provided under other items.

END OF SECTION

SPECIAL PROVISION

AMENDMENT TO SECTION 520 – PORTLAND CEMENT CONCRETE

Amend 1.2. Table 1B to read:

Minimum 28-day compressive strength	Permeability	Air Content	Water/Cementious Material Ratio
4,000 psi	7,000 Coulombs (max)	5.0 to 9.0 percent	Design Value[1] ± 0.03

[1]Design water/cementitious material ratio to be submitted per 2.11.3.2.

Amend 1.2.1.1 to read:

All concrete shall be Class AA.

Add to 2.1.1: Portland cement shall meet the low-alkali requirements of ASTM C150.

Add to 2.1.4: Fly Ash or other submitted and reviewed pollozan may be used to replace up to 20% of cement by weight.

Amend 2.11.3.2 to read:

Thirty (30) days prior to the first concrete placement, a concrete mix design shall be submitted to Town for review. No concrete shall be placed until its mix design is reviewed. The mix design shall contain the following:

- Means and methods for batching and mixing concrete, including all equipment, and proportions of all materials.
- For all materials, name, manufacturer and product data of each material.
- Laboratory test results demonstrating material properties (e.g. Compressive Strength, Air Content, Water/Cement (W/C) Ratio, etc.)
- Amount of Cement lb/cy (kg/cm) (including supplemental cementitious materials)
- Fine and Coarse Aggregate Gradation
- Chemical admixtures (types, Brand names, dosage ranges).

Delete 3.1.3.

Add to 3.1.6.2.1: Thirty (30) days prior to the first concrete placement, submit Process Quality Control and Quality Assurance (QC/QA) plan to Town for review. No concrete shall be placed until the QC plan is reviewed.

Amend 3.1.6.2.1.2 to read: All concrete testing shall be performed by independent testing agency hired by Contractor and approved by Town.

Delete 3.1.6.2.1.3.

Amend 3.1.6.2.1.5 to read: Concrete placed shall be sampled, tested, and evaluated as follows:

PROPERTY	FREQUENCY	TEST METHOD
Slump	First 3 loads per pour, and when there is a visual change in the mix	AASHTO T119
Temperature		ASTM C1064
Air Content		AASHTO T152

Amend 3.1.6.3.1 through 3.1.6.3.2 to read: Structural concrete shall be sampled at least once per day and not less than once for each 25 yd^3 on a statistically random basis. Samples shall not be taken until the Contractor has accepted the material for placement. Samples shall be obtained in accordance with AASHTO T 141 as amended in 3.1.6.3.3 and shall be tested and evaluated in accordance with the acceptance-testing schedule below:

PROPERTY	FREQUENCY	TEST METHOD
Strength	Three tests at 7 days, three tests at 28 days	AASHTO T 22 & 23
Permeability	Two tests at 56 days	AASHTO T 277
Water/Cement Ratio	Once per sample	NHDOT Microwave Method

The minimum number of test cylinders to be made from each sample will be eight. A strength test shall be the average of three 6 by 12 in. cylinders made from the same sample of concrete. Permeability test shall be the average of two cylinders, minimum 4 by 8 in. each, made from the concrete sample.

Delete 3.1.6.3.4

Delete 3.1.6.3.6.

Add to 3.2.1: Thirty (30) days prior to the first concrete placement, submit formwork/falsework plan to Town for review. No concrete shall be placed until the formwork/falsework plan is reviewed. At a minimum, formwork/falsework plan shall include drawings, details, materials and calculations.

Amend 3.5.1.1 to read: Thirty (30) days prior to the first concrete placement, submit concrete placement plan to Town for review. No concrete shall be placed until the concrete placement plan is reviewed. At a minimum, the concrete placement plan shall contain the following:

- Means and methods for placing and consolidating concrete, including all equipment, materials, suppliers and product data.
- Sequence of concrete pours, including dates and times between pours.
- Locations of all construction joints.

As part of the Town's review of the construction plan, Town will provide modifications to the concrete and reinforcing design (e.g. sketches, additional specifications, etc.) as necessary. Contractor shall meet with Town to discuss concrete placement plan at the Site.

Amend 3.5.3.1.3 to read: Construction joints other than those submitted and reviewed are not permitted. Any potential construction joints or cold joints resulting from equipment malfunction or any other unavoidable interruption shall be repaired by Contractor at no additional cost to Owner using a repair method selected by Town.

Amend 3.5.5 to read: Concrete shall not be cast in water or on frozen earth.

Delete 3.5.8 – 3.5.9.

Add to 3.10: Thirty (30) days prior to the first concrete placement, submit concrete curing plan to Town for review. No concrete shall be placed until the concrete curing plan is reviewed. Use cure method "c" or equivalent.

Add to 3.11.1: Forms shall be continually wetted between the end of pouring concrete and the removal of formwork/beginning of curing procedure. Forms shall be removed within 24 hours after the concrete has hardened sufficiently to prevent damage by careful form removal, and curing commenced immediately thereafter. It is the Contractor's responsibility to design and build adequate forms and to leave them in place until the forms can be safely removed.

ICE POND DAM RECONSTRUCTION

(AKA LAMPREY POND DAM, LAMPREY ICE POND DAM)
HAMPTON, NEW HAMPSHIRE
NHDES DAM ID NO. 105.12
HAZARD POTENTIAL CLASSIFICATION: EXEMPT (NON-JURISDICTIONAL)
SA PROJECT NO. 111-12-001

Map created with TOPO!® ©2001 National Geographic (www.nationalgeographic.com/topo)

CONTENTS:

1. COVER
2. NOTES
3. EXISTING CONDITIONS AND TEMPORARY CONSTRUCTION
4. DEMOLITION
5. PROPOSED PLAN
6. SECTIONS AND ELEVATIONS
7. DETAILS

EX-1 EXISTING CONDITIONS

Horizontal Datum: NAD 1983

Vertical Datum: NGVD 1929

Original Drawing Size = 22 x 34 in.

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By:	NAO	Date: 11/20/2013
Checked By:	JET	Date: 11/20/2013
Checked By:	RSS	Date: 11/20/2013
Checked By:		Date:

Revisions:

1. By:	NAO	Date: 11/12/2015
Checked By:	JET	Date: 11/12/2015
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Project: Sheet: 1 of 7
Number: 111-12-001
Name: **Ice Pond Dam Reconstruction Hampton, New Hampshire**
Subject: **COVER**

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GENERAL:
1. The Technical Contract Documents include:
   a. Design Drawings (also referred to as Sheets, Plans, Contract Plans, Contract Drawings, etc.)
   b. Project Specifications, including Special Provisions to NHDOT Standard Specifications
   c. The New Hampshire Department of Transportation (NHDOT) Standard Specifications for Road and Bridge Construction, August 2010. Amend NHDOT Standard Specification references to "Department" or "Department of Transportation" to read "Town of Hampton." In the event of a conflict or discrepancy between or among these documents, the order of precedence shall be the order in which the documents are listed.
2. Safe and successful completion of the work shown is the sole responsibility of the Contractor. Secure construction site and all safety hazards from public access at all times.
3. No changes to the design shall be made without approval of the Town (Town of Hampton, NH, aka Owner) and Design Engineer.
4. "Engineer" as used herein refers to Town of Hampton Department of Public Works. "Design Engineer" is Stephens Associates Consulting Engineers, LLC.
5. Review or approval by Town or Design Engineer of any aspect of the work shall not absolve the Contractor of responsibility for that or any other aspect of the work.
6. Comply with all applicable local, state and federal regulations and permits, including but not limited to, OSHA Standards. Contractor shall comply with conditions of permits issued for the Project by regulatory authorities, and any and all interpretations of such conditions by the Owner.
7. Verify all dimensions and conditions in the field. Notify Engineer of any discrepancies before proceeding with the affected portion of the work.
8. Maintain existing benchmarks shown on Sheet EX-1 – Existing Conditions Plan. Establish temporary benchmarks as necessary in NGVD 1929. At the end of construction, establish a permanent benchmark on top surface of wall at each end of dam in NGVD 1929 and submit locations and elevations.
9. Unless otherwise noted, details shown on Drawings are typical for all similar conditions.
10. Protect all utilities and coordinate with utility companies impacted by construction.
11. Protect all work from damage caused by flooding.
12. Protect/do not damage existing structures to remain and new structures. Contractor shall repair any damage at Contractor's expense.
13. Town has applied for and obtained the NHDES Wetlands Permit dated November 4, 2015, including review by US Army Corps of Engineers and NH Department of Historical Resources. Town will notify State and Federal regulators as required under the NHDES Wetlands Permit. Contractor shall provide information to Owner as necessary to assist in Town's notification of regulators, and efforts to obtain easements (e.g. submittals including SWPPP, etc. and all other information). Post a copy of the NHDES Wetlands Permit on Site during construction in a prominent location visible to inspecting personnel in accordance with NHDES Wetlands Permit general condition 1.
14. Elevations shown on the Drawings refer to NGVD 1929.
15. Perform work in the presence of Town representative unless otherwise agreed by Town. Provide Town and their representatives with free access at all times to observe the work. Maintain clear access to other facilities including, but not limited to, Woodland Road, culvert and driveways, etc.
16. Design, furnish, install and maintain erosion, sediment, stormwater and pollution prevention controls in accordance with NHDOT 645, SWPPP, NHDES requirements and as shown on Sheet 3.
17. Maintain traffic in accordance with NHDOT Sections 618 and 619 at Contractor's expense.
18. Provide and maintain secure, portable sanitary facility on Site throughout construction.
19. After construction completion and prior to demobilizing, clean up and restore Site, including access, parking, and staging areas to satisfaction of Town.

REFERENCES:
20. New Hampshire Department of Transportation (NHDOT) Standard Specifications for Road and Bridge Construction, August 2010.
21. American Society for Testing Materials (ASTM) Standards, as noted, most recent edition.
22. New Hampshire Department of Environmental Services, New Hampshire Stormwater Manual, 2008, or most recent edition.
23. New Hampshire Code of Administrative Rules, Env-Wr 100–800, July 22, 2009 (Dam Regulations, or Regulations).
24. Engineering Guidelines for the Evaluation of Hydropower Projects, Federal Energy Regulatory Commission (FERC), 2002 (FERC Guidelines).

DESIGN BASIS:
25. NHDES Hazard Potential Classification = Non-Jurisdictional
26. Spillway Design Flood = Flood that has one chance in 50 of being equaled or exceeded in one year (aka flood resulting from 50-year, 24-hour storm, 50-year flood, or Q50).
27. Q50 inflow = 120 cfs
28. Q50 outflow = 95 cfs
29. Q50 pond elevation = 31.2 ft. (NGVD 1929)
30. Normal pool elevation = 30.0 ft. (NGVD 1929)
31. Design Ice Load = 5 ksf, 1-ft. thick, applied at normal pool (FERC Guidelines).

SUBMITTALS:
32. All submittals shall be submitted to Engineer in a standard written format no less than 3 weeks before commencing any such work as the submittal addresses. Do not commence work until submittal is reviewed by Engineer and Engineer indicates submittal is complete and takes no exceptions to the submitted information.
33. Erosion and Sediment Control and Stormwater Pollution Prevention Plan (referred to herein as SWPPP) per notes Sheet 3.
34. Detailed plan of construction sequence and schedule.
35. Concrete submittals (refer to NHDOT Section "520 – Portland Cement Concrete" as amended by "Amendment to Section 520 – Portland Cement Concrete").
36. Submit qualifications of independent concrete and soil testing firm(s).
37. Submit results of each test (e.g. soil tests, etc.) within 24 hours of testing.
38. Within one week of construction completion, submit as-built drawings verifying structure elevations, stamped and signed by Professional Engineer or Land Surveyor licensed in New Hampshire.
39. Submit product data for each material listed below.

MATERIALS:
40. Where products produced by specific manufacturers are listed, such product is intended to demonstrate a level of quality. Engineer will be sole judge of product equivalency where Contractor submits alternate products.
41. Riprap for erosion protection: NHDOT 583.1 "Riprap A" except minimum stone volume is 1 cubic foot.
42. Embankment Fill: Gradation shall be as shown on Sheet 2, Table 1. Plasticity index shall be 6 or less. Submit material gradation, atterberg limits and laboratory moisture-density curves.
43. Crushed Gravel for Structural Fill: NHDOT 508.2.1.1. Submit gradation per NHDOT specifications.
44. Loam and Seed: NHDOT 645, including the following items:
   a. Loam: NHDOT 641.2
   b. Limestone: NHDOT 642.2
   c. Fertilizer: NHDOT 643.2
   d. Seed: NHDOT 644 Type 15, hydraulically applied.
   e. Mulch and tackifiers: NHDOT 645.2.1 and 645.2.6
45. Benchmarks: Aluminum or bronze survey marker such as product CD4B by Berntsen International Inc., Madison, WI or equivalent.
46. Cement grout for possible rock dowels shall conform to all of the following:
   a. ASTM C1107: Packaged Dry, Hydraulic-Cement Grout (nonshrink);
   b. Minimum compressive strength of 4,000 psi at 28 days;
   c. Portland cement meeting ASTM C150, Type II;
   d. Ready-mix grout meeting ASTM C94;
   e. pH between 10 and 13;
   f. Total chloride content of all sources not to exceed 0.05 percent by weight of the Portland Cement content; and
   g. Non-metallic.
47. Cast-in-Place Portland Cement Concrete (aka Concrete): Concrete shall conform to NHDOT Section 520 and Special Provision – Amendment to NHDOT Section 520.
48. Reinforcing Steel: See below.
49. Waterstops: NHDOT Section 541, PVC Type NH#4.
50. Contraction joint material: See Sheet 6 (primer, backer rod and sealant per NHDOT Section 562).
51. Pressure-treated dimensional lumber for stoplogs. See sheet 7 – Details.
52. Welded aluminum for stoplog puller. See sheet 7 – Details.
53. Stainless steel hex-head structural bolts (cap screws), nuts and washers – ASTM F593H, AISI 316 stainless steel. Minimum ultimate tensile strength 85 ksi, minimum yield strength 45 ksi.

EARTHWORK:
54. Water will significantly affect excavation and subgrade preparation. Contractor will likely need to construct temporary water controls and/or dewater excavations. Refer to Sheet 3 – Existing Conditions and Temporary Construction.
   a. Maintain water levels a minimum of 1 ft. below the excavation bottom.
   b. Maintain a dry excavation and subgrade.
   c. Prevent water from entering excavation from adjacent water bodies (e.g. pond, stream channel, etc.).
   d. Construction activity on a wet or frozen excavation or subgrade, including but not limited to, excavation, compaction, and placement of fill, formwork, reinforcing steel or concrete, is not permitted.
   e. If dewatering is needed, prevent separation (loss) of fines from dewatered material.
55. Prior to placing any fill, clear and grub areas of fill placement in accordance with NHDOT 201. Remove topsoil, organic soils, cobbles, boulders and existing fill to satisfaction of Engineer.
56. Dam Foundation Subgrade Preparation:
   a. Dam foundation subgrades shall consist of undisturbed natural soils or bedrock.
   b. Provide smooth subgrade at excavation bottom. A smooth subgrade may be achieved by completing final excavation with a smooth-edged excavator bucket or finishing the excavation manually with hand tools.
   c. Disturbed subgrades shall be remedied at Contractor's expense in sole judgment of Engineer. Remedies may include subgrade compaction, overexcavation to undisturbed soil, and/or excavation and replacement of disturbed soil with concrete, lean concrete, flowable fill or other material selected by Engineer, in sole judgment of Engineer. If compaction disturbs the subgrade, in sole judgment of Engineer, terminate compaction and remedy subgrade disturbance to satisfaction of Engineer.
   d. Place no concrete until foundation subgrade has been observed by Engineer. Materials placed prior to subgrade observation by Engineer, or not in presence of Engineer, shall, at Engineer's sole discretion, be removed and properly replaced at Contractor's expense.
   e. Fill voids created in the subgrade by removing boulders or other obstructions with concrete, lean concrete or other appropriate material, in sole judgment of Engineer, to match the subgrade elevation.
   f. Excavate and replace any loose or soft zones observed during excavation, subgrade preparation, compaction, form construction or reinforcing steel placement with concrete, lean concrete or other appropriate material in sole judgment of Engineer.
   g. Protect soil subgrades from frost during construction.
57. Fill Placement:
   a. Place fill in 8-inch thick loose lifts.
   b. Compact Crushed Gravel for Structural Fill and Embankment Fill to 95 percent of Modified Proctor (ASTM D1557) maximum dry density, or greater, and with moisture content within ±2 percentage points of optimum moisture content.
   c. Construct adjacent fills at lower elevations prior to constructing fills at higher elevations (including lifts on opposite sides of concrete dam), such that no lift is more than 8 in. above an adjacent lift.
   d. Do not allow stockpiled materials or placed and uncompacted fill to become wet. Contractor may need to protect uncompacted materials (e.g. with waterproof tarpaulins) to prevent wetting from rain, thereby making them too wet for proper workability and compaction.
   e. Protect placed and compacted lifts (e.g. from drying, excess moisture, frost, or other disturbance, etc.). If, in the sole judgment of Engineer, the surface of the previously compacted lift is disturbed, too dry or too wet to bond properly with the next lift to be placed, moisten/dry and/or rework and recompact the material to meet Specifications before placing the next lift.
58. Place 6 in. (compacted thickness) loam and seed according NHDOT 645 at ground surface where fill is placed to raise grades and as excavation backfill except where rip-rap is specified, on upstream side in areas to be submerged and in downstream stream channel. Areas disturbed by construction shall be raked smooth and seeded.
59. Dispose off-site of all materials not suitable for re-use on Site in sole judgment of Engineer (unsuitable materials).

TESTING:
60. All testing shall be performed by independent testing firm(s) hired by Contractor and approved by Town. Town shall be on Site for all testing. Submit qualifications of independent testing soil and concrete testing firm(s).
61. Contractor shall accommodate any additional testing by Town deemed necessary by Town. Contractor shall perform additional testing as requested by Town. Except for retest of failed tests under contract, Contractor will be paid for additional tests by Town.
62. Concrete Testing: Refer to NHDOT Section 520 and Amendment to NHDOT Section 520 – Portland Cement Concrete.
63. Soil Testing: Refer to NHDOT 508. Testing requirements in addition to those specified in NHDOT 508 include the following:
   a. Gradation and Moisture Density Relationships (Modified Proctor, ASTM D1557, latest revisions) – Test minimum one representative sample of each type of fill and submit results to Town at least 10 days prior to delivery to/use on Site.
   b. Compaction – Test in accordance with ASTM D1556 Sand Cone or D6938 Nuclear methods (latest revisions). Minimum of three tests for each continuous lift of fill placed.
   c. Compacted Fill not meeting Specifications shall be reworked until it meets Specifications, including but not limited to, removal, rehandling, reconditioning, and/or rerolling, etc. of part or all of each lift at Contractor's expense.

REINFORCING STEEL AND ROCK DOWELS:
64. Reinforcing Steel and rock dowels shall conform to NHDOT Section 544, and as follows:
65. All reinforcing steel, rock dowels and components (e.g. chairs, ties, bar supports, etc.) shall be epoxy coated per NHDOT Section 544, subsection 2.4. Submit epoxy coating certification per subsection 2.4.1.
66. All reinforcing steel and rock dowels shall be Grade 60 deformed bars except where noted on the Drawings.
67. Clear concrete cover over bars shall be 3 inches.
68. All reinforcing steel shall be detailed in accordance with ACI 315-99 "Details and Detailing of Concrete Reinforcement".
69. Rock dowels shall be hooked #8 bars (nominal bar diameter 1"). Rock dowels shall have standard hooks meeting requirements of ACI 315 and 318.
70. Lap reinforcing bars to develop the full tension capacity of the smaller bar:
   a. #5 bars – 36"
   b. #6 bars – 44"

TABLE 1

STANDARD SIEVE	PERCENTAGE BY WEIGHT PASSING	
	CRUSHED GRAVEL FOR STRUCTURAL FILL NHDOT 508.2.1.1	EMBANKMENT FILL
3 IN.	100	---
2 IN.	95 – 100	100
1.5 IN.	---	---
1 IN.	55 – 85	---
0.75 IN.	---	---
0.5 IN.	---	75 – 100
#4	27 – 52	60 – 90
#16	---	40 – 70
#50	---	25 – 45
#200	0 – 12	10 – 20

TABLE 2 – NHDOT SPECIFICATION SECTIONS CITED BY DESIGN DRAWINGS

The following NHDOT Specification Sections are cited herein and tabulated below for convenience:

201 – CLEARING AND GRUBBING
203 – EXCAVATION AND EMBANKMENT
503 – COFFERDAMS AND WATER DIVERSION STRUCTURES
508 – STRUCTURAL FILL
520 – PORTLAND CEMENT CONCRETE (INCLUDING PROJECT SPECIAL PROVISION – AMENDMENT TO NHDOT SECTION 520)
541 – WATERSTOPS
544 – REINFORCEMENT FOR CONCRETE
562 – SILICONE BRIDGE SEALANT
583 – RIPRAP
618 – UNIFORMED OFFICERS AND FLAGGERS
619 – MAINTENANCE OF TRAFFIC
641 – LOAM
642 – LIMESTONE
643 – FERTILIZER FOR GRASSES
644 – GRASS SEED
645 – EROSION CONTROL
646 – TURF ESTABLISHMENT
716 – WELDING OF ALUMINUM ALLOYS

Horizontal Datum: NAD 1983
Vertical Datum: NGVD 1929

Original Drawing Size = 22 x 34 in.

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Project:
Number: 111-12-001
Name: Ice Pond Dam Reconstruction
Hampton, New Hampshire
Sheet: 2 of 7
Subject: NOTES

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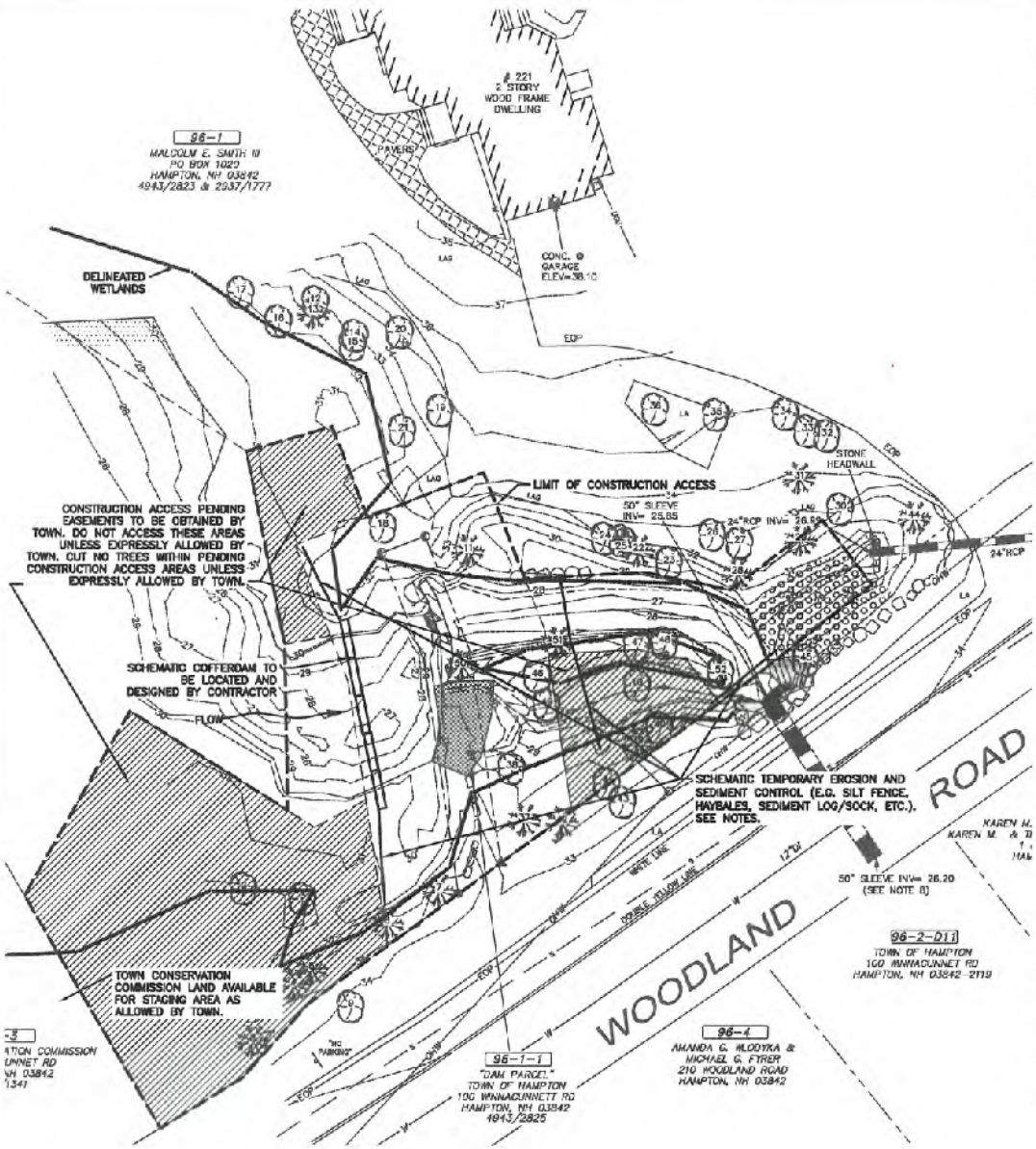

NOTES:

GENERAL:

1. THE WORK AND CONTRACTOR'S SWPPP SHALL CONFORM TO ALL PROVISIONS OF THE CONTRACT INCLUDING, BUT NOT LIMITED TO, THIS SHEET.
2. SEE SHEET 2 FOR DESIGN AND CONSTRUCTION NOTES.
3. PURPOSE OF PLAN IS TO SHOW:
   - LIMITS OF CONSTRUCTION ACCESS AND STAGING
   - TEMPORARY STRUCTURES (E.G. COFFERDAM, EROSION AND SEDIMENT CONTROL, ETC.)

SITE ACCESS:

4. ACCESS SITE ONLY WITHIN CONSTRUCTION LIMITS. DO NOT TRESPASS ON ADJACENT PROPERTIES.
5. SECURE ALL SAFETY HAZARDS FROM PUBLIC AT ALL TIMES.

EROSION AND SEDIMENT CONTROL AND STORMWATER AND POLLUTION PREVENTION PLAN:

6. PREPARE AND SUBMIT AN EROSION AND SEDIMENT CONTROL AND STORMWATER POLLUTION PREVENTION PLAN (REFERRED TO HEREIN AS SWPPP) PER NHDOT SECTION 645, NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES (NHDES) NEW HAMPSHIRE STORMWATER MANUAL, AND CONTRACT SPECIFICATIONS. IN ADDITION TO THESE REQUIREMENTS, THE SWPPP SHALL DETAIL CONTROLS TO PROTECT QUALITY (E.G. TURBIDITY, ETC.) OF NILUS BROOK, AND SHALL INCLUDE A WATER MANAGEMENT AND FLOOD CONTINGENCY PLAN DETAILING COFFERDAMS, CONTROLLED AND ALL BREACHING AND ALL HANDLING OF WATER IN NILUS BROOK DURING CONSTRUCTION AND ACTIONS TO BE TAKEN IN THE EVENT OF FLOODING.
7. CONTRACTOR SHALL ALLOW TIME FOR OWNER AND REGULATORY AUTHORITIES TO REVIEW SWPPP. NO ADDITIONAL COMPENSATION WILL BE MADE FOR TIME, EFFORT OR EXPENSE INCURRED BY CONTRACTOR DURING REVIEW, REVISION AND APPROVAL. OWNER WILL REVIEW SWPPP. CONTRACTOR SHALL REVISE AND RESUBMIT SWPPP AS REQUIRED BY OWNER. OWNER WILL SUBMIT COMPLETED SWPPP TO NHDES IN ACCORDANCE WITH WETLAND PERMIT REQUIREMENTS. THIS SUBMITTAL AND REVIEW PROCESS, AND APPROVAL BY NHDES WETLANDS BUREAU, SHALL BE ACCOMPLISHED PRIOR TO ANY WORK ON SITE.
8. PRIOR TO CONSTRUCTION, FURNISH AND INSTALL WATER MANAGEMENT AND SEDIMENT CONTROL AND POLLUTION PREVENTION MEASURES IN ACCORDANCE WITH REVIEWED SWPPP, NHDOT 645 AND NHDES REQUIREMENTS. DURING CONSTRUCTION, INSPECT AND MAINTAIN THESE MEASURES.

WATER MANAGEMENT:

9. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WATER CONTROL.
10. THE DAM IS CURRENTLY BREACHED AT THE SPILLWAY, BUT POND LEVEL IS CONTROLLED BY A BEAVER DAM UPSTREAM OF THE SPILLWAY.
11. CONTRACTOR MAY USE COMMONLY ACCEPTED MEANS OF WATER MANAGEMENT AND CONSTRUCTION SEQUENCE, PENDING SUCCESSFUL REVIEW OF CONTRACTOR'S SWPPP BY ENGINEER. CONTRACTOR WILL LIKELY NEED TO CONSTRUCT TEMPORARY WATER CONTROLS. THE CONTRACTOR MAY MANAGE WATER BY LOWERING THE POND IN THE IMMEDIATE VICINITY OF THE WORK (E.G., COFFERDAMS AND WATER DIVERSIONS IN ACCORDANCE WITH NHDOT SECTION 503, PUMPING, ETC.), OR BY CAREFULLY CONTROLLED BREACHING/DEMOLITION OF THE REMAINING PORTIONS OF THE DAM, OR COMBINATION THEREOF IN ACCORDANCE WITH APPROVED SWPPP.
12. MAINTAIN WATER SURFACE ELEVATION OF ICE POND DURING CONSTRUCTION NOT LOWER THAN EL. 28.0 FT.
13. PRIOR TO COMMENCING WORK ON A PORTION OF THE WORK WITHIN SURFACE WATERS, ISOLATE THAT PORTION OF THE WORK AREA FROM SURFACE WATERS USING A COFFERDAM OR OTHER WATER CONTROLS, IN ACCORDANCE WITH NHDES WETLANDS PERMIT PROJECT-SPECIFIC CONDITION 8. SCHEMATIC LOCATION OF COFFERDAMS IS SHOWN HEREIN. ACTUAL LOCATION OF COFFERDAM(S) TO BE DESIGNED BY CONTRACTOR AND TO BE SUBMITTED AS PART OF SWPPP.
14. MAINTAIN STREAMFLOWS IN NILUS BROOK IN ACCORDANCE WITH SWPPP AND ALL FEDERAL, STATE AND LOCAL REGULATIONS.
15. CONTRACTOR'S SWPPP SHALL INCLUDE A FLOOD CONTINGENCY PLAN.
16. REMOVE COFFERDAM OR OTHER WATER CONTROLS WITHIN 2 DAYS OF COMPLETION OF WORK AT AREAS DEWATERED BY THE COFFERDAM, IN ACCORDANCE WITH NHDES WETLANDS PERMIT PROJECT-SPECIFIC CONDITION 11. SUCH "COMPLETION OF WORK" AT AREAS DEWATERED BY THE COFFERDAM SHALL BE AT SOLE DISCRETION OF ENGINEER. AT A MINIMUM, CONSTRUCTION SHALL BE COMPLETED AT THE STRUCTURE DEWATERED BY THE COFFERDAM, AND:
    a. THE CURING PROCEDURE HAS BEEN COMPLETED;
    b. CONCRETE HAS ATTAINED 80% OF ITS DESIGN STRENGTH; AND
    c. THE NATIONAL WEATHER SERVICE DETAILED 7-DAY FORECAST FOR THE VICINITY OF THE DAM PREDICTS NO SIGNIFICANT STORMS FOR THE FORECAST PERIOD.

SEDIMENT CONTROL AND POLLUTION PREVENTION:

17. IN ACCORDANCE WITH NHDES WETLANDS PERMIT PROJECT-SPECIFIC CONDITIONS 4, 5 AND 6, INSTALL SEDIMENT, EROSION AND SILTATION CONTROLS PRIOR TO CONSTRUCTION AND MAINTAIN THESE CONTROLS DURING CONSTRUCTION. CONDUCT WORK IN A MANNER SO AS TO MINIMIZE TURBIDITY AND SEDIMENTATION TO SURFACE WATERS AND WETLANDS.
18. TEMPORARY EROSION AND SEDIMENT CONTROL TO BE DESIGNED AND LOCATED BY CONTRACTOR. LOCATIONS SHOWN ARE SCHEMATIC. WHERE IN-STREAM WORK IS PERFORMED IN-THE-DRY BY WATER DIVERSION, TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL BE LOCATED DOWNSTREAM OF WORK AREA.
19. SEDIMENTATION AND EROSION CONTROLS MAY INCLUDE PHASED CONSTRUCTION, VEGETATED FILTER STRIPS, GEOTEXTILE SILT FENCES, SEDIMENT DETENTION BASINS, PROPER STOCKPILE MANAGEMENT, REDUCING AMOUNT OF AND STABILIZING DISTURBED/EXPOSED SOIL, EROSION CONTROL BLANKETS, AND/OR OTHER DEVICES/METHODS.
20. INSTALL STABILIZED CONSTRUCTION ENTRANCE IN ACCORDANCE WITH NHDOT (2002) "GUIDELINES FOR TEMPORARY EROSION AND SEDIMENT CONTROL AND STORMWATER MANAGEMENT" AND REMOVE AT END OF CONSTRUCTION. MAINTAIN PUBLIC ROADS FREE OF MUD, SOIL AND OTHER DEBRIS FROM CONSTRUCTION SITE.
21. AT END OF CONSTRUCTION, REMOVE EROSION AND SEDIMENT CONTROLS ONCE DISTURBED AREAS ARE STABILIZED, SUSPENDED PARTICLES HAVE SETTLED AND STREAM HAS RETURNED TO NORMAL CLARITY IN ACCORDANCE WITH NHDES WETLANDS PERMIT PROJECT-SPECIFIC CONDITIONS 5. DISPOSE OF COLLECTED SEDIMENT OFFSITE IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS.
22. INSPECT CONSTRUCTION EQUIPMENT DAILY FOR LEAKING FUEL, OIL AND HYDRAULIC FLUID PRIOR TO ENTERING SURFACE WATERS OR WETLANDS. REPAIR FAULTY EQUIPMENT OUTSIDE OF WETLAND/SURFACE WATERS AND PRIOR TO ENTERING WETLANDS/SURFACE WATERS. MAINTAIN OIL SPILL KITS ON SITE AND READILY ACCESSIBLE AT ALL TIMES DURING CONSTRUCTION.
23. REFUEL CONSTRUCTION EQUIPMENT ONLY OUTSIDE OF SURFACE WATERS AND WETLANDS.

Horizontal Datum:
NAD 1983

Vertical Datum:
NGVD 1929

Graphic Scale
0 15 30 ft

Original Drawing Size = 22 x 34 in.

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Hampton, NH 03842

By:	NAO	Date: 11/20/2013
Checked By:	JET	Date: 11/20/2013
Checked By:	RSS	Date: 11/20/2013
Checked By:		Date:

Revisions:

1. By:	NAO	Date: 3/4/2015
Checked By:	JET	Date: 3/4/2015
2. By:	NAO	Date: 1/12/2015
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3. By:		Date:
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Project: Sheet: 3 of 7
Number: 111-12-001
Name: **Ice Pond Dam Reconstruction Hampton, New Hampshire**
Subject: **EXISTING CONDITIONS AND TEMPORARY CONSTRUCTION**

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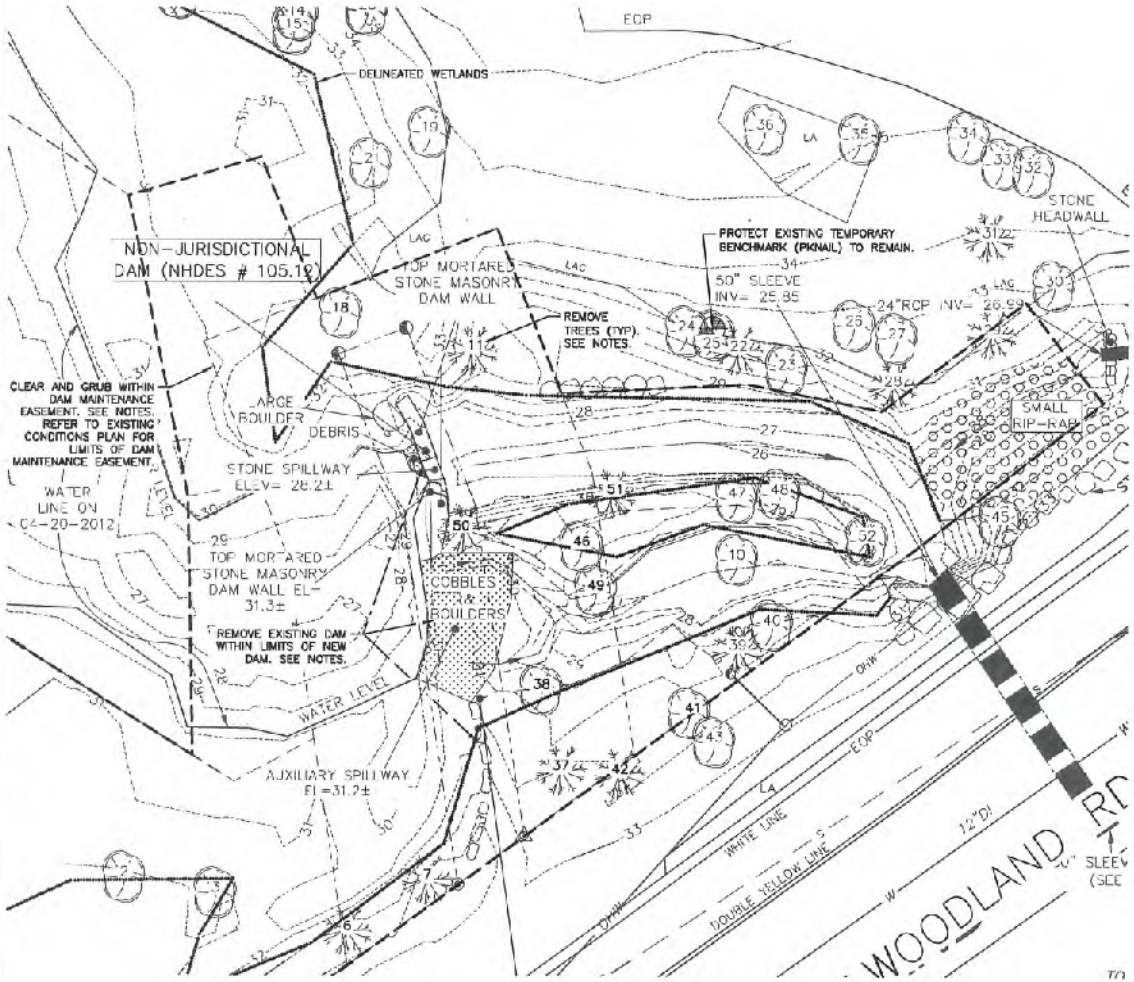

A/4 DEMOLITION PLAN

NOTES:

1. SEE SHEET 2 FOR DESIGN AND CONSTRUCTION NOTES.
2. PURPOSE OF PLAN IS TO SHOW APPROXIMATE LIMITS OF VEGETATION TO BE REMOVED AND EXISTING DAM TO BE DEMOLISHED/REMOVED.
3. MAINTAIN STRUCTURAL STABILITY OF DAM TO PREVENT UNCONTROLLED DAM BREACH. DO NOT REMOVE STRUCTURAL COMPONENTS UNLESS IMPOUNDMENT IS DEWATERED OR RETAINED BY COFFERDAMS.

REMOVAL OF EXISTING DAM:

4. REMOVE EXISTING DAM SOLELY IN A CONTROLLED FASHION, IN PRESENCE OF ENGINEER AND UNDER PROVISIONS OF APPROVED SWPPP.
5. REMOVE/DEMOLISH EXISTING DAM PER NHDOT SECTION 203, INCLUDING STONE MASONRY, RIP-RAP, BOULDERS, COBBLES WITHIN LIMITS OF NEW DAM AND FILL.
6. EXCAVATED SOILS, COBBLES, BOULDERS AND RIP-RAP MEETING SPECIFICATIONS MAY BE REUSED ON SITE IF THEY CAN BE PROPERLY SEGREGATED, PLACED, COMPACTED, OBSERVED AND TESTED. REMOVE ALL MATERIALS NOT SUITABLE FOR REUSE ON SITE AND DISPOSE OF PROPERLY.
7. DO NOT DISTURB SUBGRADE OF NEW DAM.
8. PROTECT AND DO NOT DAMAGE EXISTING STRUCTURES AND SITE FEATURES (E.G. PKNAILS, ETC.) TO REMAIN.
9. SLOPE AND/OR SHORE ALL EXCAVATED SLOPES IN ACCORDANCE WITH OSHA REGULATIONS.

VEGETATION REMOVAL:

10. WITHIN LIMITS OF VEGETATION TO BE REMOVED, CLEAR AND GRUB PER NHDOT SECTION 201 AND DISPOSE OF VEGETATION, ROOTBALLS AND ROOTS PROPERLY OFF-SITE.
11. DO NOT REMOVE ANY TREES OTHER THAN THOSE INCLUDED ON TREE REMOVAL SCHEDULE WITHOUT EXPRESS WRITTEN PERMISSION FROM OWNER.
12. PROTECT AND DO NOT DISTURB ALL TREES TO REMAIN.

TREE REMOVAL SCHEDULE:
(TREE DESIGNATION NUMBERS INDICATED BY: (46) AND ( ))

- 6
- 7
- 11
- 18
- 37
- 38
- 41
- 42
- 46
- 49
- 50
- 51

B/4 TYPICAL TREE REMOVAL DETAIL

NOT TO SCALE

Horizontal Datum: NAD 1983
Vertical Datum: NGVD 1929

Original Drawing Size = 22 x 34 in.

OWNER:
TOWN OF HAMPTON
CONSERVATION COMMISSION
100 Winnacunnet Road
Hampton, NH 03842

CLIENT:
TOWN OF HAMPTON
CONSERVATION COMMISSION
100 Winnacunnet Road
Hampton, NH 03842

By: NAO Date: 11/20/2013
Checked By: JET Date: 11/20/2013
Checked By: RSS Date: 11/20/2013
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3. By: Date:
Checked By: Date:

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Project: Sheet: 4 of 7
Number: 111-12-001
Name: Ice Pond Dam Reconstruction
Hampton, New Hampshire
Subject: DEMOLITION

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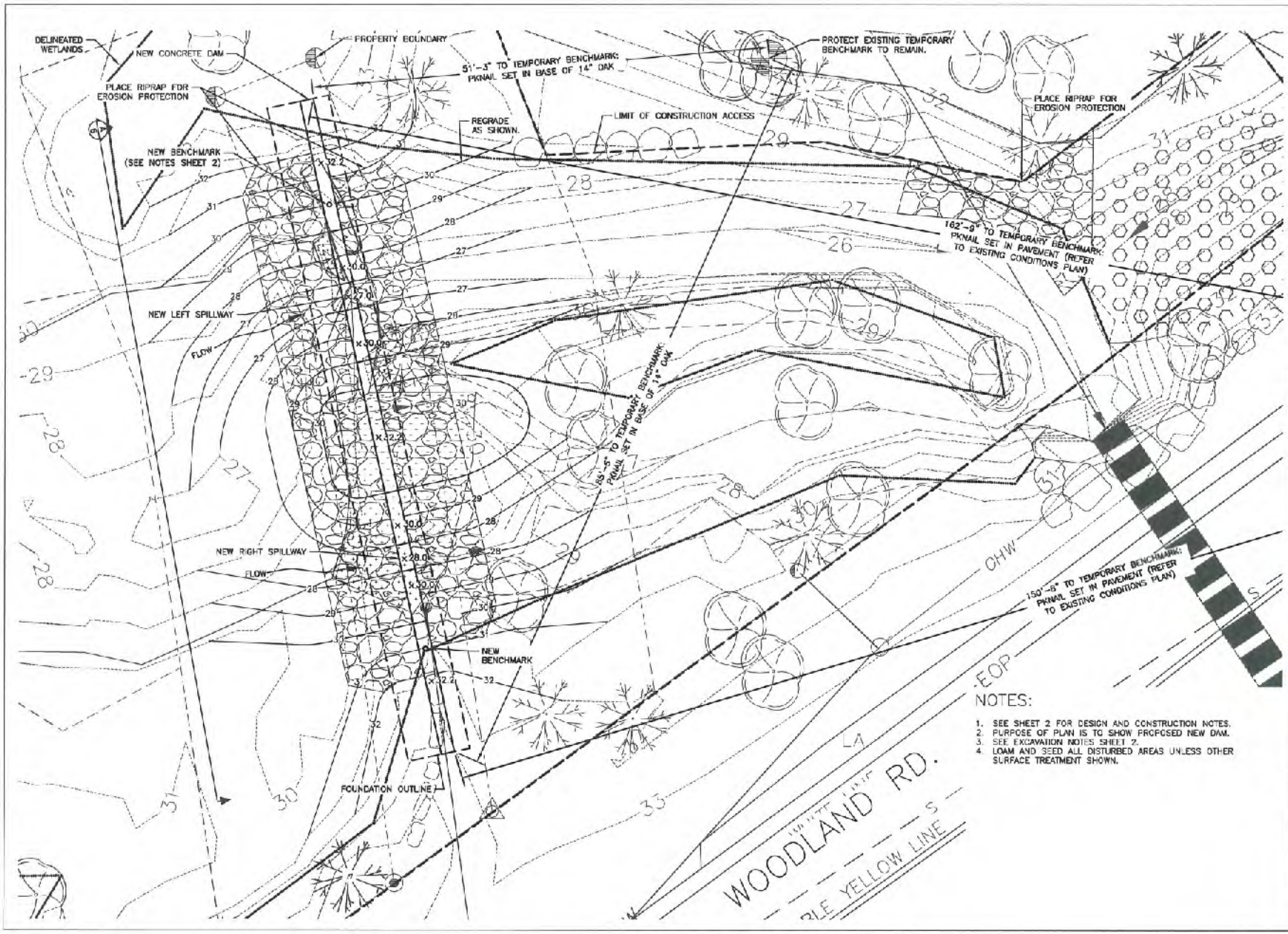

NOTES:

1. SEE SHEET 2 FOR DESIGN AND CONSTRUCTION NOTES.
2. PURPOSE OF PLAN IS TO SHOW PROPOSED NEW DAM.
3. SEE EXCAVATION NOTES SHEET 2.
4. LOAM AND SEED ALL DISTURBED AREAS UNLESS OTHER SURFACE TREATMENT SHOWN.

N

Horizontal Datum: NAD 1983

Vertical Datum: NGVD 1929

Graphic Scale

0 5 10 ft.

Original Drawing Size = 22 x 34 in.

OWNER

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100 Winnacunnet Road
Hampton, NH 03842

CLIENT

TOWN OF HAMPTON
CONSERVATION COMMISSION
100 Winnacunnet Road
Hampton, NH 03842

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Project: Sheet: 5 of 7
Number: 111-12-001
Name: **Ice Pond Dam Reconstruction Hampton, New Hampshire**
Subject: **PROPOSED PLAN**

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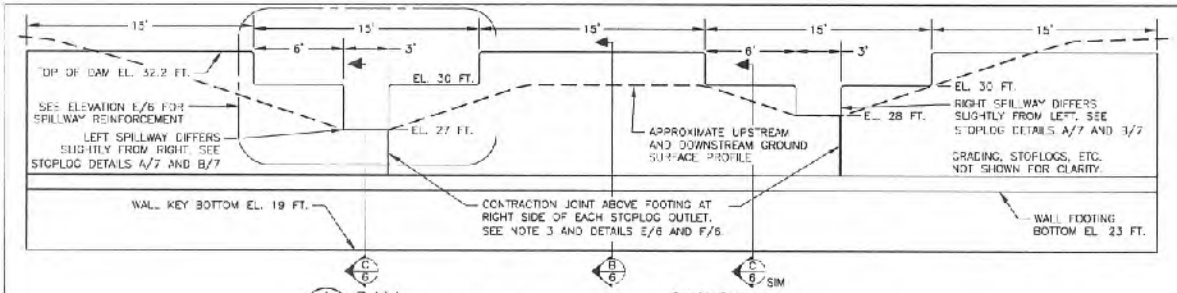
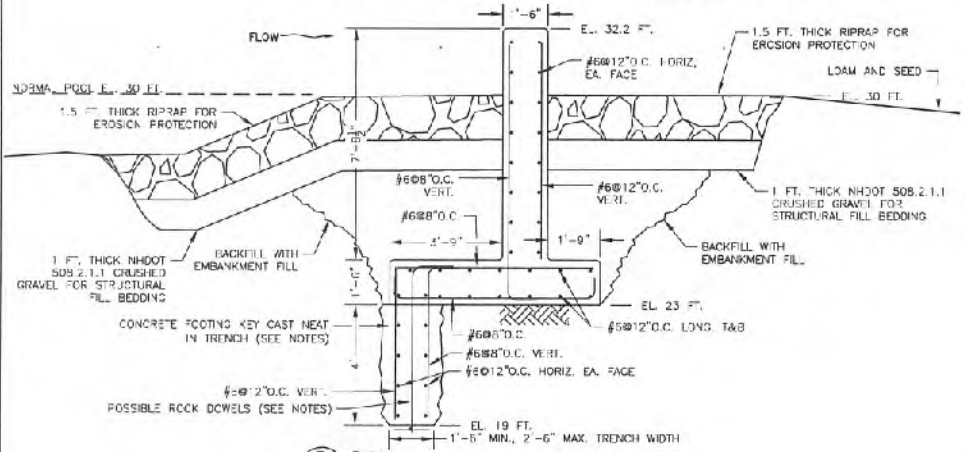


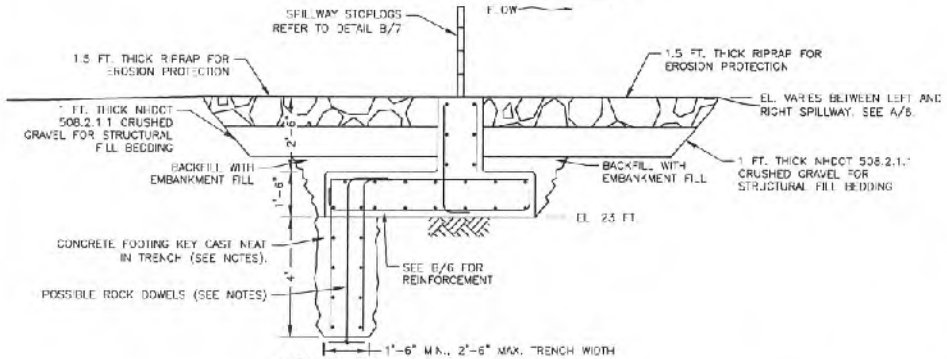
A/6 DAM UPSTREAM ELEVATION

Graphic Scale 0 4 8 ft.



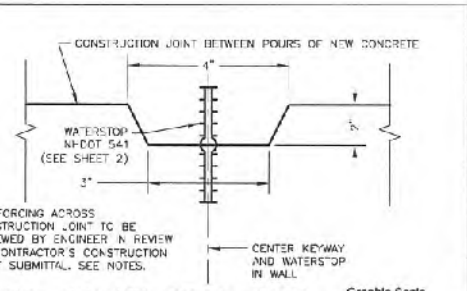
B/6 DAM SECTION

Graphic Scale 0 2 4 ft.



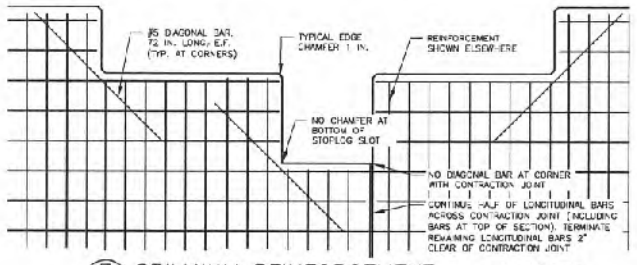
C/6 SPILLWAY SECTION

Graphic Scale 0 2 4 ft.



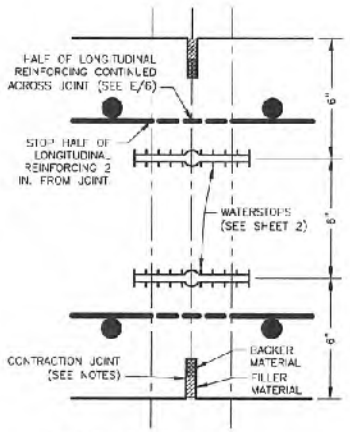
D/6 TYPICAL CONSTRUCTION JOINT DETAIL

Graphic Scale 0 3/4 1/2 ft.



E/6 SPILLWAY REINFORCEMENT ELEVATION

Graphic Scale 0 2 4 ft.



F/6 CONTRACTION JOINT DETAIL

Graphic Scale 0 1/4 1/2 ft.

NOTES:

1. SEE SHEET 2 FOR DESIGN AND CONSTRUCTION NOTES.
2. CONSTRUCTION JOINTS: REFER TO SPECIAL PROVISION AMENDMENT TO SECTION 520 – PORTLAND CEMENT CONCRETE, 3.5.1.1. CONSTRUCTION JOINTS BETWEEN POURS OF NEW CONCRETE SHALL INCLUDE WATERSTOP AND KEYWAYS AS SHOWN IN TYPICAL DETAIL D/6. SUBMIT LOCATIONS OF CONSTRUCTION JOINTS PER SPECIAL PROVISION AMENDMENT TO NHDOT SECTION 520.
3. CONTRACTION JOINTS: FORM GROOVE 2" DEEP BY 3/8" WIDE ON EACH FACE OF WALL (E.G. WITH BLOCKOUT IN FORM OR BY SAWCUTTING IMMEDIATELY AFTER REMOVING FORMWORK). ON EACH FACE WITH GROOVE, INSTALL WATERTIGHT SEAL IN JOINT PER NHDOT SECTION 562 INCLUDING PRIMER, BACKER ROD AND SILICONE JOINT SEALANT.

FOOTING, KEY AND ROCK DOWELS:

4. FILL FOOTING KEY TRENCH WITH CONCRETE IRRESPECTIVE OF THE ACTUAL EXCAVATED TRENCH WIDTH. WHERE THE EXCAVATED TRENCH EXCEEDS THE SPECIFIED MAXIMUM WIDTH, CONCRETE SHALL ONLY BE MEASURED FOR PAYMENT WITHIN THE SPECIFIED MAXIMUM WIDTH, I.E. NO CONCRETE PLACED OUTSIDE OF THE SPECIFIED MAXIMUM TRENCH WIDTH WILL BE MEASURED FOR PAYMENT.
5. IF BEDROCK IS ENCOUNTERED ABOVE EL. 19, PREPARE BEDROCK SUBGRADE, DRILL AND CAST ROCK DOWELS INTO BEDROCK, AND CAST KEY NEAT ON BEDROCK.
6. IF BEDROCK IS ENCOUNTERED ABOVE EL. 23, PREPARE BEDROCK SUBGRADE, DRILL AND CAST ROCK DOWELS INTO BEDROCK, AND CAST FOOTING NEAT ON BEDROCK WITHOUT KEY.
7. DESIGN ENGINEER WILL SELECT LOCATION, SPACING AND NUMBER OF ROCK DOWELS, IF REQUIRED IN SOLE JUDGMENT OF DESIGN ENGINEER, BASED ON ACTUAL ELEVATION AND EXTENT OF BEDROCK ENCOUNTERED. ROCK DOWELS, IF USED, SHALL CONSIST OF THE FOLLOWING:
   - CAST #6 HOOKED, EPOXY-COATED REINFORCING BAR IN 3-IN. DIAMETER, 4-FT. DEEP DRILL HOLE.
   - DRILL HOLE SHALL BE VERTICAL, CENTERED ON UPSTREAM-DOWNSTREAM DIRECTION ON DESIGNED FOOTING KEY.
   - USE CENTRALIZERS TO CENTER BAR IN HOLE AND FILL HOLE WITH CEMENT GROUT.
   - COVER BETWEEN TOP OF REINFORCING BAR AND TOP OF FOOTING SHALL BE 3 IN. ±0.25 IN.

Horizontal Datum: NAD 1983

Vertical Datum: NGVD 1929

Original Drawing Size = 22 x 34 in.

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CLIENT: TOWN OF HAMPTON CONSERVATION COMMISSION 100 Winnacunnet Road Hampton, NH 03842

By: NAO Date: 11/20/2013
Checked By: JET Date: 11/20/2013
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Project: Sheet: 6 of 7
Number: 111-12-001
Name: Ice Pond Dam Reconstruction Hampton, New Hampshire
Subject: SECTIONS AND ELEVATIONS

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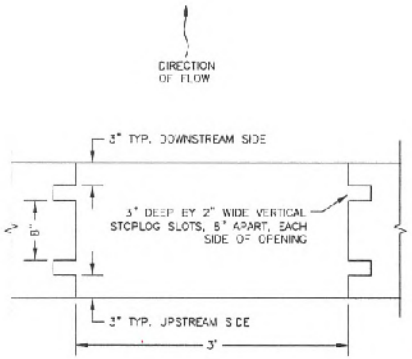
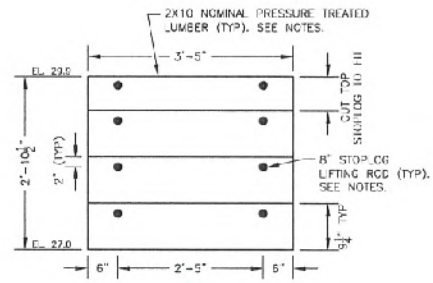
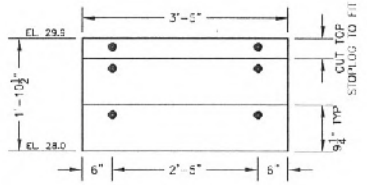


A/7 STOPLOG SLOT DETAIL

Graphic Scale 0 1 2 ft.



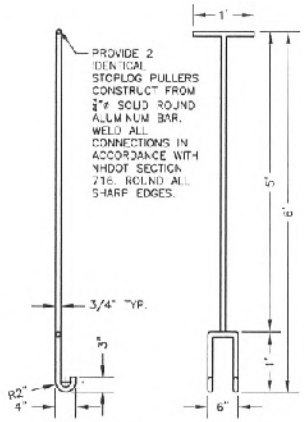
LEFT SPILLWAY



RIGHT SPILLWAY

B/7 STOPLOGS ELEVATION

Graphic Scale 0 1 2 ft.



C/7 STOPLOG PULLER DETAIL

Graphic Scale 0 1 2 ft.

NOTES:

1. SEE SHEET 2 FOR DESIGN AND CONSTRUCTION NOTES.

STOPLOGS:

2. FURNISH ONE OF EACH SET OF STOPLOGS.
3. PRIOR TO CUTTING LUMBER FOR STOPLOGS, FIELD-VERIFY REQUIRED LENGTH OF STOPLOGS BASED ON THE ACTUAL OPENING SIZES WHERE STOPLOGS ARE TO BE INSTALLED. STOPLOG LENGTHS SHALL BE AT LEAST 0.5 IN., AND NO MORE THAN 1 IN., SMALLER IN LENGTH THAN THE OPENING SIZE TO FACILITATE STOPLOG REMOVAL AND INSTALLATION.
4. PRESSURE TREATED LUMBER SHALL BE SPRUCE, PINE FIR, OR SOUTHERN PINE, NO. 3 OR BETTER (TYP).
5. INSTALL STOPLOG LIFTING RODS: DRILL ½ IN. HOLE, INSTALL ½ IN. THREADED ROD, AND FASTEN WITH WASHER AND NUT EACH FACE OF STOPLOG (TYP) SUCH THAT EQUAL LENGTHS OF ROD PROTRUDE FROM EACH SIDE OF STOPLOG. THREADED RODS FOR 2" NOMINAL THICKNESS STOPLOGS SHALL BE 8" LONG. NUTS, THREADED RODS AND WASHERS SHALL BE STAINLESS STEEL.
6. FURNISH TWO STOPLOG PULLERS SHOP-FABRICATED FROM WELDED ALUMINUM BAR.

Horizontal Datum: NAD 1983

Vertical Datum: NGVD 1929

Original Drawing Size = 22 x 34 in.

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Project: Sheet: 7 of 7
Number: 111-12-001
Name: **Ice Pond Dam Reconstruction Hampton, New Hampshire**
Subject: **DETAILS**

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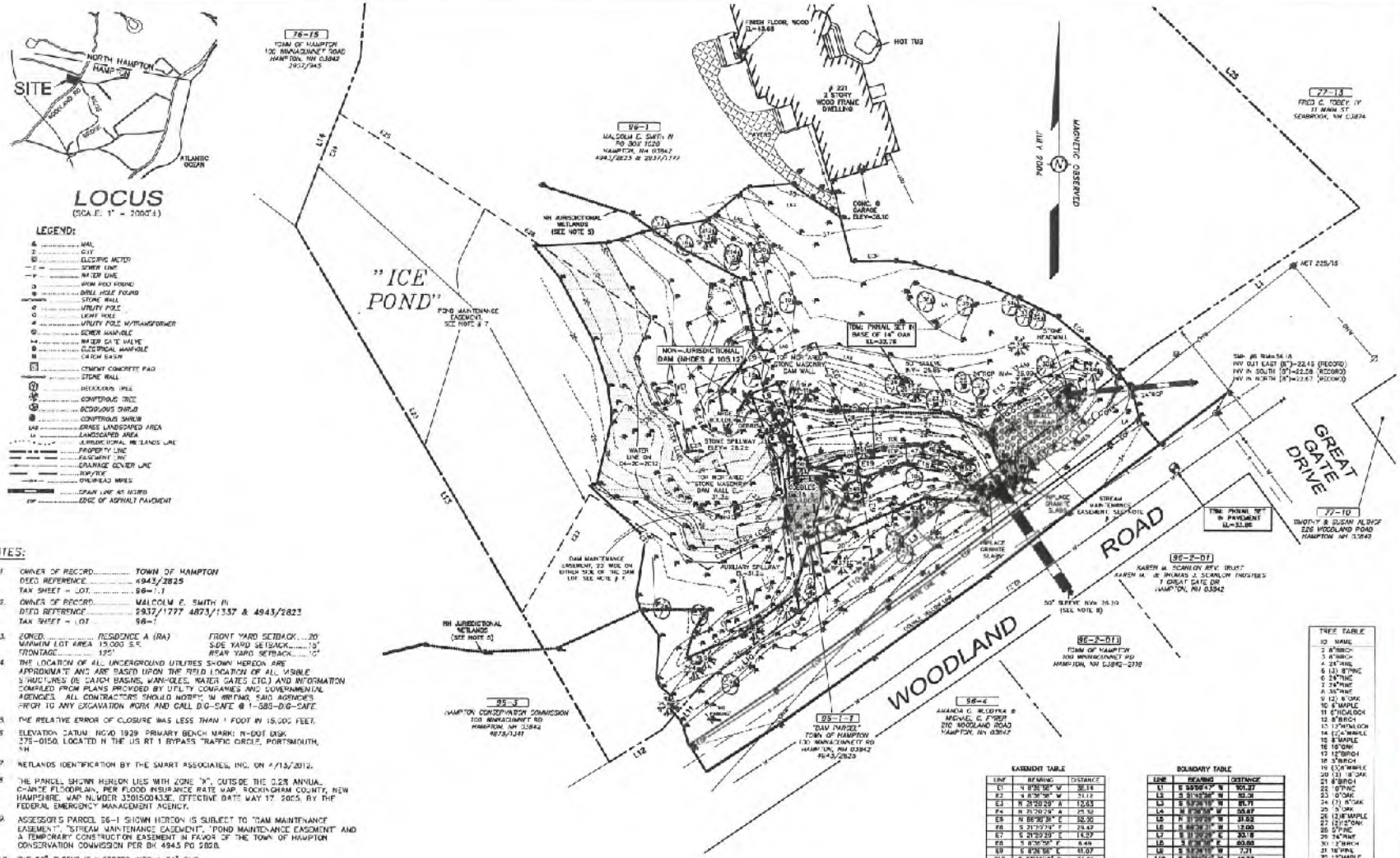

NOTES:

1. OWNER OF RECORD..... TOWN OF HAMPTON
   DEED REFERENCE..... 4943/2825
   TAX SHEET = LOT..... 96-1.1
2. OWNER OF RECORD..... MALCOLM E. SMITH III
   DEED REFERENCE..... 2937/1777 4873/1337 & 4943/2823
   TAX SHEET = LOT..... 96-1
3. ZONED:..... RESIDENCE A (RA) FRONT YARD SETBACK....20'
   MINIMUM LOT AREA 15,000 S.F. SIDE YARD SETBACK.....15'
   FRONTAGE..... 125' REAR YARD SETBACK.....10'
4. THE LOCATION OF ALL UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED UPON THE FIELD LOCATION OF ALL VISIBLE STRUCTURES (IE CATCH BASINS, MANHOLES, WATER GATES ETC.) AND INFORMATION COMPILED FROM PLANS PROVIDED BY UTILITY COMPANIES AND GOVERNMENTAL AGENCIES. ALL CONTRACTORS SHOULD NOTIFY, IN WRITING, SAID AGENCIES PRIOR TO ANY EXCAVATION WORK AND CALL DIG-SAFE @ 1-888-DIG-SAFE.
5. THE RELATIVE ERROR OF CLOSURE WAS LESS THAN 1 FOOT IN 15,000 FEET.
6. ELEVATION DATUM: NGVD 1929. PRIMARY BENCH MARK: N-CUT DISK, 275-0150, LOCATED N THE US RT 1 BYPASS TRAFFIC CIRCLE, PORTSMOUTH, NH.
7. WETLANDS IDENTIFICATION BY THE SMART ASSOCIATES, INC. ON 4/15/2012.
8. THE PARCEL SHOWN HEREON LIES WITH ZONE "X", OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP, ROCKINGHAM COUNTY, NEW HAMPSHIRE, MAP NUMBER 33015C0043E, EFFECTIVE DATE MAY 17, 2005, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
9. ASSESSORS PARCEL 96-1 SHOWN HEREON IS SUBJECT TO "DAM MAINTENANCE EASEMENT", "STREAM MAINTENANCE EASEMENT", "POND MAINTENANCE EASEMENT" AND A TEMPORARY CONSTRUCTION EASEMENT IN FAVOR OF THE TOWN OF HAMPTON CONSERVATION COMMISSION PER BK 4943 PG 2828.
10. THE 50" SLEEVE IS INSERTED INTO A 54" CMP.

REFERENCE PLANS:

1. LOT LINE ADJUSTMENT & SUBDIVISION PLAN, MAP 96 LOT 1 & MAP 95 LOT 3, WOODLAND ROAD, HAMPTON, NH, DATED 11-14-2007, RCRD # D-35182.
2. SUBDIVISION PLAN AND LOT LINE ADJUSTMENT, WOODLAND ROAD, HAMPTON, NH, DATED 3-7-2007, RCRD # D-34575.

EASEMENT TABLE

LINE	BEARING	DISTANCE
E1	N 8°35'55" W	30.14
E2	N 8°35'55" W	31.12
E3	N 28°20'28" A	13.63
E4	N 70°20'28" A	25.32
E5	N 66°39'39" E	52.30
E6	S 21°20'29" E	29.47
E7	S 21°20'29" E	15.07
E8	S 8°35'55" E	8.49
E9	S 8°35'55" E	61.07
E10	S 53°39'15" W	21.61
E11	N 37°09'33" E	33.33
E12	S 78°47'24" E	22.84
E13	N 30°47'05" E	33.00
E14	S 57°27'55" E	21.15
E15	S 51°42'26" W	33.52
E16	S 53°39'15" W	11.69
E17	S 37°22'58" W	15.62
E18	N 78°47'24" W	12.80
E19	S 87°08'28" W	33.53
E20	S 8°35'55" E	5.00
E21	N 87°48'55" W	55.42
E22	S 29°38'04" W	55.04
E23	N 30°16'17" W	186.92
E24	N 30°16'17" W	48.45
E25	S 87°07'22" E	40.63
E26	S 56°13'57" E	116.56
E27	S 11°16'18" E	31.15
E28	N 79°09'17" E	58

BOUNDARY TABLE

LINE	BEARING	DISTANCE
L1	S 53°39'15" W	101.27
L2	S 51°42'26" W	82.38
L3	S 53°39'15" W	85.71
L4	N 87°08'28" W	33.67
L5	N 2°20'29" W	31.82
L6	S 86°39'31" W	12.00
L7	S 21°20'29" E	33.18
L8	S 8°35'55" E	60.86
L9	S 53°39'15" W	7.71
L10	S 53°39'15" W	40.73
L11	S 41°00'33" W	24.95
L12	S 58°08'20" W	35.06
L13	N 30°47'05" E	260.20
L14	N 37°09'33" E	77.36
L15	N 41°00'33" E	312.84
L16	S 87°08'28" E	36.84
L17	S 2°51'32" W	25.16
L18	S 87°08'28" E	53.25
L19	S 87°08'28" E	34.66
L20	S 2°51'32" W	35.20
L21	S 2°51'32" W	32.48
L22	S 2°51'32" W	43.23
L23	S 41°00'33" E	41.02
L24	S 49°01'27" E	43.16
L25	S 41°00'33" E	118.07
L26	N 8°35'55" E	13.06

TREE TABLE

ID	NAME
1	8"BIRCH
2	8"BIRCH
3	8"BIRCH
4	24"PINE
5	(2) 8"PINE
6	24"PINE
7	24"PINE
8	36"PINE
9	(2) 8"OAK
10	8"MAPLE
11	6"HICKORY
12	8"BIRCH
13	12"WITCHLOCH
14	12"MAPLE
15	8"MAPLE
16	16"OAK
17	12"BIRCH
18	8"BIRCH
19	(3)8"MAPLE
20	(2) 18"OAK
21	8"BIRCH
22	8"PINE
23	8"OAK
24	(2) 8"OAK
25	8"OAK
26	(2)18"MAPLE
27	(2)12"OAK
28	8"PINE
29	24"PINE
30	12"BIRCH
31	18"PINE
32	12"MAPLE
33	18"MAPLE
34	12"OAK
35	12"OAK
36	(3)8"MAPLE
37	18"PINE
38	12"MAPLE
39	8"PINE
40	8"MAPLE
41	18"MAPLE
42	24"PINE
43	11"BIRCH
44	22"PINE
45	(2)8"BIRCH
46	12"MAPLE
47	(2)8"MAPLE
48	8"BIRCH
49	16"OAK
50	36"PINE
51	24"PINE
52	18"MAPLE

N

Horizontal Datum: ASSUMED

Vertical Datum: NGVD 1929

Graphic Scale

0 20 40 ft.

Original Drawing Size = 22 x 34 in.

OWNER

TOWN OF HAMPTON
CONSERVATION COMMISSION
100 Winnacunnet Road
Hampton, NH 03842

CLIENT

TOWN OF HAMPTON
CONSERVATION COMMISSION
100 Winnacunnet Road
Hampton, NH 03842

By: HRM Date: 4-30-2012
Checked By: JV Date: 4-30-2012
Checked By: Date:
Checked By: Date:
Revisions:
1. By: Date:
Checked By: Date:
2. By: Date:
Checked By: Date:
3. By: Date:
Checked By: Date:

James Verra & Associates, Inc.
LAND SURVEYORS
101 SHATTUCK WAY, SUITE 8
NEWINGTON, NEW HAMPSHIRE 03801-7878
603-436-3557 VOICE
603-436-8339 FAX
JOB NO. 21380-E

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Geotechnical
Hydrology & Hydraulics
www.stephensengineers.com
60 Northrup Dr., Brentwood, NH 03833
Phone (603)772-1417; Fax (603)772-1418
668 Main Street, Ste. 250, Wilmington, MA 01887
Phone (978)988-2115; Fax (978)988-2117

Project:
Number: 111-12-001
Name: Ice Pond Dam Reconstruction Hampton, New Hampshire
Subject: EXISTING CONDITIONS PLAN
Sheet: EX-1 of 1

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APPENDIX

PERMITS

The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

November 04, 2015

Hampton Conservation Commission
c/o Rayann Dionne
100 Winnacunnet Road
Hampton, NH 03842

RE: Hampton Conservation Commission - File # 2015-00637
Hampton Tax Map 96 / Lot Nos. 1.1 & 1

Dear Rayann Dionne:

Attached please find Wetlands Permit # 2015-00637 to: Reconstruct the existing dam known as the Ice Pond Dam located near the junction of Woodland Road and Nilus Brook, in Hampton. The existing dam is a 75 ft. long earth embankment dam with a 25 ft. long, 4 ft. high stone masonry spillway. The project will remove the stone masonry portion of the existing dam and reconstruct the dam using reinforced concrete with similar overall length, crest elevation and discharge capacity as the existing dam. In Addition, install 25 linear feet of rip-rap amour to prevent bank erosion on Nilus Brook.
Total permanent impacts: 2,462 sf
Total temporary construction impacts: 6,940 sf

The decision to approve this application was based on the following findings:

1. This is a minor impact project per Administrative Rule Env-Wt 303.03(h), Projects involving less than 20,000 square feet of alteration in the aggregate in nontidal wetlands, nontidal surface waters, or banks adjacent to nontidal surface waters.
2. The need for the proposed impacts has been demonstrated by the applicant per Env-Wt 302.01.
3. The applicant has provided evidence which demonstrates that this proposal is the alternative with the least adverse impact to areas and environments under the department's jurisdiction per Env-Wt 302.03.
4. The applicant has demonstrated by plan and example that each factor listed in Env-Wt 302.04(a) Requirements for Application Evaluation, has been considered in the design of the project.
5. DES Staff conducted a field inspection of the proposed project on April 17, 2015. Field inspection determined the dam repairs are needed and the permit will be approved.

Any person aggrieved by this decision may appeal to the N.H. Wetlands Council ("Council") by filing an appeal that meets the requirements specified in RSA 482-A:10, RSA 21-O:14, and the rules adopted by the Council, Env-WtC 100-200. The appeal must be filed **directly with the Council within 30 days** of the date of this decision and must set forth fully **every ground** upon which it is claimed that the decision complained of is unlawful or unreasonable. Only those grounds set forth in the notice of appeal can be considered by the Council.

Your permit must be signed, and a copy must be posted in a prominent location on site during construction. If you have any questions, please contact our office at (603) 559-1513.

Sincerely,

Frank D. Richardson

Frank D. Richardson, Ph.D.
Senior Wetlands Inspector
Southeast Region Supervisor
DES Wetlands Bureau

The State of New Hampshire

DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

WETLANDS AND NON-SITE SPECIFIC PERMIT 2015-00637

Permittee: **Hampton Conservation Commission**
c/o Rayann Dionne
100 Winnacunnet Road
Hampton, NH 03842

Project Location: **Woodland Road, Hampton**
Hampton Tax Map 96 /Lot No. 1.1 & 1

Waterbody: **Nilus Brook/Lamprey Ice Pond**

NOTE -- CONDITIONS

APPROVAL DATE: 11/04/2015 **EXPIRATION DATE: 11/04/2020** **Page 1 of 2**

Based upon review of the above referenced application, in accordance with RSA 482-A and RSA 485-A:17, a Wetlands Permit and Non-Site Specific Permit was issued. This permit shall not be considered valid unless signed as specified below.

PERMIT DESCRIPTION: Reconstruct the existing dam known as the Ice Pond Dam located near the junction of Woodland Road and Nilus Brook, in Hampton. The existing dam is a 75 ft. long earth embankment dam with a 25 ft. long, 4 ft. high stone masonry spillway. The project will remove the stone masonry portion of the existing dam and reconstruct the dam using reinforced concrete with similar overall length, crest elevation and discharge capacity as the existing dam. In Addition, install 25 linear feet of rip-rap amour to prevent bank erosion on Nilus Brook.
Total permanent impacts: 2,462 sf
Total temporary construction impacts: 6,940 sf

THIS APPROVAL IS SUBJECT TO THE FOLLOWING PROJECT SPECIFIC CONDITIONS:

1. All work shall be in accordance with plans by Stephens Associates Consulting Engineers dated 11/20/2013, and revised through 3/4/2015 as received by the NH Department of Environmental Services (DES) on March 19, 2015.
2. Work shall be done during annual low flow conditions and during the months of May through September. No in-stream work shall occur after October 1 unless a waiver of this condition is issued in writing by DES in consultation with NH Fish & Game.
3. Work authorized shall be carried out such that there are no discharges in or to spawning or nursery areas during spawning seasons. Impacts to such areas shall be avoided or minimized to the maximum extent practicable during all other times of the year.
4. Appropriate siltation and erosion controls shall be in place prior to construction, shall be maintained during construction, and shall remain until the area is stabilized. Temporary controls shall be removed once the area has been stabilized.
5. Appropriate turbidity controls shall be installed prior to construction, shall be maintained during construction such that no turbidity escapes the immediate dredge area and shall remain until suspended particles have settled and water at the work site has returned to normal clarity.

6. Work shall be conducted in a manner so as to minimize turbidity and sedimentation to surface waters and wetlands.
7. All dredged and excavated material and construction-related debris shall be placed outside of the areas subject to RSA 482-A . Any spoil material deposited within 250 feet of any surface water shall comply with RSA-483-B.
8. Prior to commencing work on a substructure located within surface waters, the permittee or permittee's contractors shall construct a cofferdam to isolate the substructure work area from the surface waters.
9. Cofferdams shall not be installed during periods of high flow, whether due to seasonal runoff or precipitation. Once the cofferdam is fully effective, confined work can proceed without restriction.
10. Work within Nilus Brook, inclusive of work associated with installation of a cofferdam, shall be done during periods of low flow only. The permittee shall monitor local weather forecasts to avoid working during or following precipitation events.
11. The temporary cofferdam shall be entirely removed within 2 days after work within the cofferdam is completed and water has returned to normal clarity.

GENERAL CONDITIONS THAT APPLY TO ALL DES WETLANDS PERMITS:
1. A copy of this permit shall be posted on site during construction in a prominent location visible to inspecting personnel;
2. This permit does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others;
3. The Wetlands Bureau shall be notified upon completion of work;
4. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits, and/or consult with other agencies as may be required (including US EPA, US Army Corps of Engineers, NH Department of Transportation, NH Division of Historical Resources (NH Department of Cultural Resources), NHDES-Alteration of Terrain, etc.);
5. Transfer of this permit to a new owner shall require notification to and approval by DES;
6. This project has been screened for potential impacts to **known** occurrences of rare species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or have received only cursory inventories, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species.
7. Review enclosed sheet for status of the US Army Corps of Engineers' federal wetlands permit.

APPROVED: Frank D. Richardson

Frank D. Richardson, Ph.D.
DES Wetlands Bureau

BY SIGNING BELOW I HEREBY CERTIFY THAT I HAVE FULLY READ THIS PERMIT AND AGREE TO ABIDE BY ALL PERMIT CONDITIONS.

OWNER'S SIGNATURE (required)

CONTRACTOR'S SIGNATURE (required)

Appendix 2

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum _____ $ _____

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PERFORMANCE BOND

Contract: Hampton, NH Ice Pond Dam Reconstruction

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER:
Town of Hampton, NH
100 Winnacunnet Road,
Hampton, NH 03842

CONTRACT for:
Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the State of New Hampshire, the location in which the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

PAYMENT BOND

Contract: Hampton, NH Ice Pond Dam Reconstruction

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
Town of Hampton
100 Winnacunnet Road

CONTRACT
Effective Date of Agreement:
Amount:
Description *(Name and Location)*:

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2 Claimants who do not have a direct contract with Contractor:
      1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
      2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise

have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)
Surety Agency or Broker:
Owner's Representative (*Engineer or other*):

CONTRACTOR'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a _____ in and for said County and
(Notary Public, Justice of Peace, Alderman)

State personally appeared, _____ who being duly
(Individual, Partner or duly authorized representative of corporate contractor)

sworn a according to law deposes and says that the cost of all the Work, and outstanding claims and indebtedness of whatever nature arising out of the performance of the contract between

_____ and _____
(Owner) (Contractor)

of _____ dated _____ for the construction of the _____ and necessary appurtenant installation have been paid in full.

_____
(Individual, Partner or duly authorized representative of corporate contractor)

_____
(Title)

Sworn to and subscribed before me this _____ day of _____, 20___.

_____
(Notary Public)

WAIVER OF LIENS

The CONTRACTOR shall provide the attached Waiver of Liens form for all subcontractors or material suppliers associated with this project. The Waiver of Liens form shall be provided with each monthly payment application.

WAIVER OF LIENS

SUBCONTRACTORS AND ALL MATERIAL SUPPLIERS

To All Whom It May Concern:

Whereas the undersigned_____has been engaged as a Subcontractor or as Material Supplier by _____, The General Contractor for _____, located at _____ in_____, New Hampshire, to furnish work, labor or materials for said Project for _____OWNER.

The undersigned has received payments in the amount of $_____ for deliveries of materials to and/or work performed in said construction of the project, as of the _____ day of _____, 2015.

Now, therefore, the undersigned, upon receipt of the balance due us of $_____ waive and release any and all lien of claim of or right to lien under the Statutes of the State of New Hampshire relating to mechanic's liens, with respect to and on said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished and on the money funds, or other considerations due or to become due, the Subcontractor or Supplier from the General Contractor and/or the OWNER of said premises, on account of labor, services, material, fixtures, or machinery heretofore furnished, or which may be furnished at any time hereafter by the undersigned, to or on account of the said General Contractor and/or said OWNER for the above described premises.

Given under the hand and seal of the undersigned, this _____day of _____ _____, 2015.

BY _____

NOTARIZATION _____

CONTRACTOR'S RELEASE

To Whom It May Concern:

Whereas, the undersigned has been employed by _____
to furnish labor and materials for _____
work, under a contract _____
for the improvement of the property described as _____
in the _____ of _____
County of _____, State of _____
of which _____ is the
OWNER.

NOW, THEREFORE, the said _____
(Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do/does by these presents remise, release, quit-claim and forever discharge Town of Hampton, NH (OWNER), its successors and assigns of and from all claims and demands, arising from or in connection with the said Contract dated _____, and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or equity, or otherwise, against Town of Hampton, New Hampshire, its successors and assigns, which (I, my heirs, executors, or administrators) (its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of recorded time to the date of these presents.

IN WITNESS WHEREOF, _____
(Contractor)

has caused these presents to be duly executed this _____day of _____, 2015.

Signed, sealed and delivered in the presence of:

_____ _____(Seal)
(Individual - Contractor)

_____(Seal)
(Partnership - Contractor)

_____ By: _____ (Seal)
(Partner)

Attested:

_____ (Seal)
(Corporation)

_____ By:_____ (Seal)
(Secretary) (President or Vice President)

(Corporate Seal)