

**City of Portsmouth  
RFP 09-14  
Sagamore Creek Bridge Removal & Preservation**

**Sealed Bids, plainly marked RFP #09-14 “Sagamore Creek Bridge Removal and Preservation” on the outside of the mailing envelope as well as the sealed envelope, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, NH, 03801, will be accepted until 2:00 PM, July 29, 2013.**

**DESCRIPTION AND LOCATION**



**NH Route 1A Bridge over the Sagamore Creek  
Portsmouth, New Hampshire  
Project: Portsmouth 14493 - Bid Item No. 1**

The Route 1A over Sagamore Creek Bridge in Portsmouth, NH was constructed in 1941. The structure is a three-span continuous variable depth girder bridge, located just west of the original timber trestle bridge that was built at the site in 1850. The existing bridge has a total length of 390 feet with an overall width of 33'-6". The bridge has an open steel grid deck that carries one lane of traffic in each direction with a 26 foot curb to curb width, plus 3'-9" raised walkways on both sides of the bridge.

The superstructure framing is comprised of two variable depth built-up steel girders spaced at 19'-0" on center. The girders are 10'-6" deep at the piers, 8'-10" deep at the abutments, 6'-10" deep at the center of spans 1 and 3, and 7'-0" deep at the center of span 2. The painted girders are assumed to be A7 steel with a minimum yield stress of 33 ksi. The floorbeams are spaced at 4'-2" and are supported by the variable depth girders. The deck consists of a 5" open grid bridge deck.

In 1984, the bridge underwent a rehabilitation to replace a significant number of the floor beams and deteriorated sections of the open grid decking. The original floorbeams were replaced during the rehabilitation with W21x62 members made from A36 steel. The bridge is currently on the New Hampshire Department of Transportation's (NHDOT) Red List and in the fall of 2009 it was posted for a 6-ton weight limit and an E-2 restriction. An interim repair project to supplement or repair 20 severely deteriorated floor beams was completed in the spring of 2010. These repairs were implemented to enable the bridge to remain open, albeit with the 6-ton weight limit still in effect, until the major rehabilitation or replacement project begins. The City of Portsmouth has implemented a detour route for vehicles over the posted limit.

The bridge is available for inspection at any time since it is located in a public right-of-way.

This bridge is eligible for the National Register of Historic Places for its engineering significance. The bridge is an excellent and well-preserved example of a continuous variable depth riveted plate girder deck highway bridge. It is the second oldest of only five bridges of the type surviving in New Hampshire. It is a relatively early example of its type, built during the short rapid development years of continuous plate girder bridges, which began about 1930 and culminated in the 1940s. It incorporates design improvements over the earlier surviving examples that were then improved upon again in the later examples, making it a benchmark in the evolution of the type. It was designed by John H. Wells, an engineer important to the engineering history of bridges in New Hampshire. The bridge appears in the 1943 edition of *Movable and Long Span Steel Bridges*.

**The award of this historic bridge is not dependent on the highest bid.** The successful bidder(s) will be the one whose proposal most satisfactorily meets historic preservation requirements as enunciated in "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings." **Permanent restrictive covenants regarding the preservation and maintenance of this structure must be signed by the successful bidder at closing.**

**MINIMUM BID: \$1.00 and shall include a proposal describing how the bridge would be dismantled, moved, re-used and preserved, including the location of where the bridge will be moved to as well as a time schedule for the bridge removal and site cleanup.**

**This sale is "AS IS, AS SHOWN."**

Bids must be submitted in a sealed envelope and marked "**Sagamore Creek Bridge Removal and Preservation,**" and received by **July 29, 2013** by 2:00 pm prevailing time at the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, NH, 03801, at which time they will be publicly opened and read aloud. The City, however, will not determine the successful bidder until all submitted proposals are reviewed. The City and a Committee composed of representatives from NHDHR, FHWA, and NHDOT will review the bids and determine the winning bidder. Both the City and the Committee must approve the bid. All bidders will be notified of results within two (2) weeks after bid opening. The successful bidder(s) will save the City of Portsmouth, its agents and employees harmless from any and all claims or demands of any nature.

Bids shall be placed in a sealed envelope plainly marked to indicate its contents and addressed to the City at the address shown on the Invitation for Bids. Sealed bid items shall be received at the location specified prior to the time and date specified in the Invitation for Bids. It shall be the bidder(s) responsibility to ensure the bid items are delivered as specified. Bid items delivered to the City by alternate means are submitted at the sole risk of the bidder(s). **The City will not accept responsibility for any reason if the bid items are not delivered by the specified time and date. Bid items received after the time for opening of bids will be returned to the bidder(s) unopened.**

Bids must be accompanied by a certified check made payable to **BOTH** the “City of **Portsmouth or (bidder(s) name),**” in the amount of ten (10%) percent of the bid; balance due following approval of this sale by the Portsmouth City Council and Committee of NHDHR, FHWA, and NHDOT representatives, which takes four (4) to six (6) weeks after the bid opening. Cash cannot be accepted. Only one (1) bid dollar amount can be accepted from each bidder(s) per item. All bids must be in conformance with New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction, approved and adopted in 2006. Bid forms are available upon request from Fay, Spofford, & Thorndike, LLC, 288 South River Road, Building C, Bedford, New Hampshire. Tel: (603) 669-2000. Additional information concerning the bridge structure should be addressed to David McNamara, PE, Project Engineer, Fay, Spofford & Thorndike, LLC (FST) at 603-669-2000. Bid package information including copies of the location map, bridge plans, inspection reports, the New Hampshire Individual Inventory Form, sample historic covenants, and bid form are also available by contacting Paul Harrington, of FST.

Funds up to the estimated cost of demolishing the structure up to the amount listed below is available for moving and reconstruction of the bridge as follows:

Sagamore Creek Bridge : \$400,000

The successful bidder must remove the structure from City owned land. **A twenty thousand (\$20,000.00) dollar deposit will be required from the successful bidder and will be returned upon the approved site cleanup.** The site cleanup includes the removal of the structure only and does not include any of the bridge substructure. All rubbish and debris will be removed and the site will be left in a clean and safe condition within forty-five (45) days from start of removal. The removal and cleanup of the bridge must be completed by October 31, 2013. The bridge shall remain open to traffic until September 30, 2013. The deposit will be returned upon the final inspection and approval of the site by the State. The return of this deposit takes approximately two (2) to three (3) weeks after approval. The City of Portsmouth reserves the right to retain this site cleanup deposit if the site is deemed unsatisfactory, unsafe, or if the work is not completed within the given timeframe. The City of Portsmouth shall be the sole judge of what shall constitute a satisfactory cleanup and shall work with the bidder to ensure a clean, safe, and acceptable site. Any questions regarding the scope of work in regards to the site cleanup should be addressed to David McNamara, PE, Project Engineer, Fay, Spofford & Thorndike, LLC (FST) at 603-669-2000.

The City has received a wetland permit to accomplish the work indicated on the plans for the Portsmouth 14493 project. The successful bidder will need to apply and acquire their own permit for any work impacting wetlands prior to receiving the Department’s wetland permit. The successful bidder would need to apply sufficiently in advance for any additional Wetland Bureau or Corps of Engineers Permits or modification to the existing permit necessary due to the contractor’s method of construction (bridge removal) or other work not shown on the plans. Prior to submission to the Wetland Bureau or Corps of Engineers, it will be necessary to have additional impact reviewed by the City of Portsmouth, FST and NHDOT Bureau of Construction and the NHDOT Bureau of Environment. The City’s permit is only for the work shown on the record plan. A Storm Water Pollution Prevention Plan (SWPPP) and monitoring of the plan will be required to assure that any detrimental impacts are minimized to the extent practical.

Historic Covenant information and questions concerning these covenants should be addressed to Jill Edelmann, Bureau of Environment, New Hampshire Department of Transportation at (603) 271-7968.

The City of Portsmouth reserves the right to waive any informalities and/or reject any and all bids for any reason that may be in the best interest of the City of Portsmouth or participating agencies. Acceptance of any bid is conditional on City Council approval.

Upon receipt of the total bid and approval by the Portsmouth City Council and Committee of NHDHR, FHWA, and NHDOT representatives, the City will issue a Bill of Sale.

There are maximum dimensions that will be allowed to pass over State highways. The successful bidder may be required to obtain a permit from the New Hampshire Department of Transportation Permit Office at (603) 271-2693. The bidder will also be responsible for all permits regarding wetlands.

DATED PORTSMOUTH, NH THIS  
3<sup>rd</sup> DAY OF JULY 2013

Peter H. Rice, PE  
Director, Public Works Department



**HISTORIC PRESERVATION DEED RESTRICTION  
(EASEMENT) PROVISIONS**

COMPILED BY THE NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES  
FOR MITIGATION BY RELOCATION OF THE 1941 CONTINUOUS  
VARIABLE DEPTH PLATE GIRDER BRIDGE OVER THE  
SAGAMORE CREEK (198/034), PORTSMOUTH, NH  
DETERMINED TO BE ELIGIBLE FOR  
THE NATIONAL REGISTER OF HISTORIC PLACES

July 2013

As a condition of this instrument, \_\_\_\_\_ Hereby known as the "Grantor," for consideration paid, grants to the **STATE OF NEW HAMPSHIRE, DEPARTMENT OF CULTURAL RESOURCES**, acting through the **DIVISION OF HISTORICAL RESOURCES**, having its place of business and mailing address at 19 Pillsbury Street, Concord, Merrimack County, New Hampshire 03301-3570, "Grantee," with **QUITCLAIM COVENANTS**, in accordance with and pursuant to the provisions of New Hampshire RSA 477:45-47 and RSA 227-M, an historic preservation easement in the above-described structure, subject to the terms of the following preservation restrictions that are hereby created in said premises, by means of the State of New Hampshire hereby reserving the following preservation restrictions, under New Hampshire Revised Statutes Annotated RSA 447:45-47, and by the State of New Hampshire and the Grantor, \_\_\_\_\_, said Grantor hereby covenanting to abide by and enforce the following preservation restriction.

The Grantor covenants and agrees for itself, its heirs, administrators, successors, and assigns, by accepting this easement, that the said herein conveyed premises are and shall be subject to said following preservation restrictions, and to do or refrain from doing thereon or with respect thereto all acts required or prohibited by the said following preservation restrictions.

1. **APPLICABILITY:** The following preservation restrictions, to which the herein conveyed premises are subject, are as follows:
  - A. Grantee herein shall mean the (New Hampshire Division of Historical Resources), its successors or assigns.
  - B. Grantor herein shall mean the owner of this bridge.
  - C. All preservation restrictions contained herein, whether covenants, restrictions, easements, or conditions, shall be binding upon both the Grantor and Grantee.
  - D. The restrictions specified herein shall apply to the herein conveyed premises unless the Grantee provides the Grantor with a specific written waiver

for any specific act in contravention thereof.

E. The burden of these restrictions shall run with the bridge, and not the parcel from which it is moved, and shall be binding upon all owners of any interest therein. The right of enforcement of these restrictions by the Grantee shall be as provided in New Hampshire Revised Statutes Annotated RSA 477:45-47 (Chapter 391, Laws of 1973, and Chapter 301, Laws of 1979), as they may be amended from time to time.

2. **GENERAL INTENT:** In the event the Grantor and/or Grantee have a difference of opinion about the meaning of a specific term or condition recited below, they shall be guided in interpretation by the following statements of General Intent:

A. The purpose of the preservation restrictions is to preserve the significance, integrity, and engineering and historical values associated with the bridge, that make it eligible for the National Register of Historic Places.

B. All changes to the bridge subject to these preservation restrictions will be in the spirit of contributing to the public purpose of protecting and preserving the bridge in conformance with the Standards for Review, or as required by local, state, and federal legislation for the public benefit.

C. The preservation restrictions shall apply to the design, structural integrity, and preservation of the materials of the bridge. Insofar as feasible, repair, replacement, alterations and removals, and additions should be made in-kind, with forms and materials that match or complement and are compatible with the historic forms and materials.

3. **INTERPRETATION:** Grantee, following reasonable notice to the Grantor, may institute a suit to enjoin any violation of the terms of this Easement and may seek *ex parte*, temporary, preliminary, and/or permanent injunctive relief, which relief may also include prohibitory and/or mandatory injunctive relief, and may further require the restoration of the Property and the Building to the condition and appearance that existed prior to the violation complained of. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations under this Easement. In the event Grantor is found to have violated any of its obligations under this Easement, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with the enforcement of the terms of this Easement, including, but not necessarily limited to, all reasonable Court costs and attorneys, architectural, engineering, and expert witness fees. Grantee's exercise of one remedy hereunder shall not have the effect of waiving or limiting its right to any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of that remedy or any other remedy or the use of such remedy at any other time. Grantee shall have a lien upon the Property for any costs or expenses incurred under this Section. Any such lien may be confirmed by a judgment and executed upon in the same manner as a mechanic's lien, except that no lien created pursuant to this

Section shall jeopardize the priority of any recorded lien of a mortgage or deed of trust given in connection with a promissory note that is secured by the Property.

4. **STANDARDS FOR REVIEW:** The Grantee shall apply the following Standards for Review in exercising any authority created by these preservation restrictions to inspect the premises subject to these preservation restrictions, and to review and approve any proposed construction, alteration, rehabilitation, relocation, demolition, change in use, sale, subdivision, or other transfer of property rights. The Grantor agrees to abide by the Standards for Review in performing any construction, alteration, rehabilitation, relocation, demolition, change in use, sale, subdivision, or other transfer of property rights affecting the premises subject to these preservation restrictions. The Standards for Review are as follows:
  - A. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 CFR Part 68, 1995) as they may be amended from time to time. A copy of the Standards are on file with the NHDHR.
  - B. Individual Inventory Form (POR0122) by Preservation Company completed in 2010, record the appearance and condition of the premises at the time of the execution of the preservation restrictions. These views and materials are made a part of these preservation restrictions and shall constitute conclusive evidence of the appearance and condition of the premises at the time the preservation restrictions were placed on the bridge.
5. **INSPECTION AND COMPLIANCE:** The Grantee shall have the right to inspect the bridge subject to these preservation restrictions at reasonable times, to ascertain whether the terms of these preservation restrictions have been complied with. Grantor agrees to submit to Grantee, an annual stewardship report detailing all physical work, if any, undertaken on the bridge over the course of the previous year, as well as any stewardship development activities and any changes to the stewardship plan for the Property.
6. **MAINTENANCE AND ADMINISTRATION:** The Grantor agrees to assume the total costs of continued maintenance, repair, and administration of the bridge, in a manner that complies with the Standards for Review, in order to preserve the engineering and historical integrity of its features, materials, appearance, workmanship and environment, and in order to protect and enhance those significant characteristics which make the bridge eligible for the National Register of Historic Places. The Grantor shall maintain the bridge at all times and shall keep it in a state of good repair, and shall not allow the appearance of the bridge to deteriorate in any material way. Nothing herein shall prohibit the Grantor from seeking financial assistance from any sources available to the Grantor.
7. **ALTERATIONS:** The Grantor and the Grantee agree that no alterations shall be made to the bridge and no structures subsequently shall be placed, erected, relocated, or demolished on the premises subject to these preservation restrictions, without the

prior written consent of the State of New Hampshire, by and through its Division of Historical/State Historic Preservation Office, its successors or assigns, except for:

- A. ordinary repair and maintenance to conserve engineering and historical values, significance, and integrity; or
  - B. actions required to mitigate a casualty or other emergency promptly reported to the DHR /SHPO, its successors or assigns.
8. SUBDIVISION AND CHANGE IN USE: The Grantor agrees that the use of the bridge subject to these preservation restrictions shall not be changed, nor shall easements or other property rights be granted, sold, or transferred, nor shall the bridge be subdivided, without the prior written consent of the State of New Hampshire, by and through the DHR / SHPO, its successors or assigns.
9. EXCLUSION: The Grantor agrees that the State of New Hampshire, by and through any of its agencies, in no way assumes any obligation whatsoever for maintaining, repairing, or administering the premises covered by this these preservation restrictions.
10. LIABILITY: Grantor agrees to protect, indemnify, hold harmless, and defend, at its own cost and expense, the Grantee, its agents, trustees, directors, officers, and employees, or independent contractors, from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures, including reasonable attorneys' fees and disbursements hereafter incurred, arising out of or in connection with injury to or death of any person in or on the Property, physical damage to the Property, or the presence or release in, on, or about the Property at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance, or against any other injury or other damage occurring on or about the Property unless such injury or damage is caused by Grantee or an agent, trustee, director, officer, employee, or independent contractor of Grantee. In the event Grantor is required to indemnify Grantee in accordance with this section, the amount of such indemnity, until discharged, shall constitute a lien on the Property and shall have the same priority as a mechanic's lien. Nothing contained in this section shall jeopardize the priority of any lien on the Property given by Grantor to secure a Promissory Note or Promissory Notes.
11. EXERCISE OF RIGHTS AND REMEDIES: Failure of the Grantee to exercise any right or remedy granted under these preservation restrictions shall not have the effect of waiving or limiting the exercise by the Grantee of any other right or remedy or the invocation of such right or remedy at any other time.
12. CONTINUATION: In the event that the bridge is damaged or destroyed through the willful action or negligence of the Grantor, the State of New Hampshire may initiate such administrative or judicial actions as may be legally available and appropriate.

13. EXTINGUISHMENT: Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Property in a manner consistent with the purpose of this Easement and necessitate extinguishment of the Easement. Such circumstances may include, but are not necessarily limited to, partial or total destruction of the structure resulting from casualty or by eminent domain. No such extinguishment or termination of this Easement shall be effective until an instrument to that effect is recorded in the Rockingham County Registry of Deeds.
14. AMENDMENT: If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the State of New Hampshire. Any such amendment shall be consistent with the protection of preservation values of the structure and the purpose of this Easement; shall not affect its duration; shall not permit additional development on the Property other than the development permitted by this Easement on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historical values protected by this Easement. Any such amendment shall be recorded in the Rockingham County Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.
15. SEPARABILITY: Any portion of items of these preservation restrictions found to be contrary to law shall not invalidate any other portions or items or the whole of these preservation restrictions.
16. OTHER CONDITIONS: NONE.

TO HAVE AND TO HOLD the said bridge, with all the privileges and appurtenances thereunto belonging to the said Grantee and its assigns forever.

**BID AND AGREEMENT FOR SALE AND REMOVAL  
OF HISTORIC BRIDGE  
(Historic Covenants)**

I, \_\_\_\_\_  
(Print Name)

of \_\_\_\_\_  
(Fill in complete address and phone number)

hereby bid \$ \_\_\_\_\_  
(Fill in dollar amount)

for Item No. \_\_\_\_\_ of the \_\_\_\_\_ sale.

**BID ITEM NO. 1 – PORTSMOUTH 14493 PROJECT**

I/We agree to indemnify, defend and save harmless the City of Portsmouth, its agents and employees from any and all claims or demands of any nature.

A certified check in the amount of ten percent (10%) of my bid is attached hereto. I/We shall submit the balance within ten (10) days upon Portsmouth City Council Approval, which takes approximately four (4) to six (6) weeks after the bid opening. The successful bidder must remove the bridge superstructure from City owned land. **A twenty thousand (\$20,000.00) dollar deposit will be required from the successful bidder and will be returned upon the approved site cleanup.** The site cleanup includes the removal of the superstructure only and does not include any of the bridge substructure. All rubbish and debris will be removed and the site will be left in a clean and safe condition within forty-five (45) days from start of removal. The removal and cleanup of the bridge must be completed by October 31, 2013. The bridge shall remain open to traffic until September 30, 2013. The deposit will be returned upon the final inspection and approval of the site by the City of Portsmouth. The return of this deposit takes approximately two (2) to three (3) weeks after approval. The City of Portsmouth reserves the right to retain this site cleanup deposit if the site is deemed unsatisfactory, unsafe, or if the work is not completed within the given timeframe. The City of Portsmouth shall be the sole judge of what shall constitute a satisfactory cleanup and shall work with the bidder to ensure a clean, safe, and acceptable site. Any questions regarding the scope of work in regards to the site cleanup should be addressed to David McNamara, PE, Project Engineer, Fay, Spofford & Thorndike, LLC (FST) at 603-669-2000.

I understand that the award of this historic bridge is not dependent on the highest bid. The successful bidder(s) will be the one whose proposal most satisfactorily meets historic preservation requirements as enunciated in "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings." Permanent restrictive covenants regarding the preservation and maintenance of this structure must be signed by the successful bidder at closing.

Upon receipt of the total bid and approval by the Portsmouth City Council, the City will issue a Bill of Sale.

There are maximum dimensions that are allowed to pass over State Highways. If I/We are the successful bidder(s) I/We will be required to obtain a permit prior to the trusses being moved along or across any State-maintained highway. The permit may require the trusses to be partially dismantled. If such a move is anticipated, bidders are advised to contact the New Hampshire Department of Transportation Permit office at (603) 271-2693. Any cleanup still required after the deadline shall be performed by the State and the cost deducted from the deposit. I/We further understand that if the trusses are not removed by the deadline the bid will be forfeited and the State shall have the right to re-advertise the structure for sale and removal.

I/We further understand and agree that if I/We are the successful bidder that the 10% deposit as well as the balance of the bid are non-refundable if I/We are unable to meet the terms of this Agreement.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date