

RFP # 08-07
City of Portsmouth
DESIGN/BUILD SERVICES
CANOE/KAYAK DOCK PROJECT
SAGAMORE CREEK HEADLANDS
Invitation

Sealed Request for Proposals, plainly marked "RFP #08-07 Canoe/Kayak Dock Project" on the outside of the sealed mailing envelope addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, NH 03801 and will be accepted until **2:00 p.m. on Wednesday June 13, 2007**.

The City of Portsmouth is requesting proposals from qualified marine contractors for the construction of a dock system to serve canoeists and kayakers accessing the City-owned Sagamore Headlands conservation parcel. This project is intended to promote access to the conservation parcel from Sagamore Creek. Proposers must have documented successful experience performing the construction or repair of waterfront structures in a tidal environment in accordance with NH wetlands board regulations and permit requirements.

A mandatory pre-proposal meeting will be held at **1:00 p.m. on Thursday, May 31, 2007** behind 1145 Sagamore Road.

This project is funded in part by the Land and Water Conservation Fund of the U.S. Department of the Interior as administered by the NH Department of Resources and Economic Development, Division of Recreation Resources and various federal regulations and executive orders apply.

Interested parties are urged to visit the site so as to inform themselves thoroughly as to all site conditions and logistics involved in completion of the work.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the City.

Specifications and Request for Proposal forms may be obtained from the City of Portsmouth website (<http://www.cityofportsmouth.com/finance/purchasing.htm>), from the Finance/Purchasing Department on the third floor of Portsmouth City Hall, 1 Junkins Avenue, Portsmouth, NH or by calling the Purchasing Clerk at 603-610-7227. If you have any questions, please contact the Finance/Purchasing Department at the following number: 603-610-7227. **Please continue below for the complete Request for Proposal.**

Proposers shall ensure Equal Employment Opportunity.

SCOPE OF WORK

The City of Portsmouth is requesting proposals from qualified marine contractors for the work described below.

Construction of Canoe/Kayak Dock

1. The scope of work includes providing full design/build services, to include all labor, equipment, materials delivery and design of a public Canoe/Kayak Dock at the City-owned Sagamore Headlands property (**See Attachment 3 – Location of Sagamore Headlands Property**). The dock shall be usable for canoe and kayak users and not for power boat traffic. A description of the design concept and dimensions can be found in **Attachment 4- NHDES Wetlands Permit Application, Decision Letter (File #2006-01165) and Related Communications**. Other similarly functional designs will be considered by the City as long as they meet all applicable federal, state and local regulations and project intent. Specific design criteria including the location of the dock structure, are provided in the New Hampshire Department of Environmental Services Decision letter dated March 27, 2007 and related permit communications in **Attachment 4- NHDES Wetlands Permit Application, Decision Letter (File #2006-01165) and Related Communications**.
2. Engineered stamped drawings shall be provided by the contractor and a Professional Engineer licensed in the State of New Hampshire shall stamp all plans. The stamped plans shall address grade and base material. The drawings shall be submitted to the City for approval prior to construction. Prior to the written approval of the drawings by the City Engineer, any work done or materials ordered for the work involved shall be at the Contractor's risk.
3. The dock system shall allow visitors from Sagamore Creek, arriving via handpowered boats, including canoes and kayaks, to dock and access the Sagamore Headlands conservation parcel for passive recreation purposes. Proposals shall include information about the usability of the dock at low tides.
4. The completed project shall be compliant with the Americans with Disabilities Act, including a grab bar or other appropriate accommodation to assist physically-disabled user's access to the floating dock.
5. The dock shall include a floating dock with cletes for canoe/kayak tie-ups and a gangway connecting to a wooden platform designed to ease transition from gangway to land. All disturbance on land shall be minimal, no trees shall be trimmed or removed without written consent from the City; all efforts shall be made to anchor dock platform in ledge in the inter-tidal zone. The floating dock shall have skids.
6. Careful consideration should be given to the design details of the floating dock sections to prevent damage to the floats at low tide; and to the connections at the end of the floating dock. The intent of the floating docks is to enhance public access to the water by providing for easier launching and landing of canoes and kayaks; a ramped section of the float should be provided to facilitate arrival and departure with special attention to easing exit and entrance of the vessels. The successful proposer shall give careful consideration in designing the dock for public, rather than private, use; the dock shall be designed for safe public use. All materials, including hardware shall be appropriate for the marine environment and for safe public use.

7. The proposer shall include a proposal addition alternate to include a seating area (including wooden benches) on the platform transition between the floating dock with gangway and the upland parcel. This item shall not be part of the base proposal.
8. No laydown areas will be permitted at or adjacent to the Sagamore Headland Parcel. It is expected that the marine contractors will deliver materials and perform the construction via shoreline access at/near the dock location.

General Requirements

1. All project work must be completed in accordance with all applicable statutes, laws, and regulations (**See Attachment 2- Federal Regulations**); work shall be in strict conformance with all state wetlands regulations, permit conditions and City building codes. The project shall be ADA compliant.
2. All project work must be completed in agreement with DES Wetlands Bureau permit to be secured by the City of Portsmouth. The DES Wetlands Bureau permit will be part of the contract documents. See supplemental information attached in Standard Dredge and Fill Application, additional City of Portsmouth submissions (dated January 22, 2007 and February 22, 2007), the March 27, 2007 Decision Letter, and the April 30, 2007 Department of the Army permit (NAE-2007-1340) (**Attachment 4- NHDES Wetlands Permit Application, Decision Letter (File #2006-01165) and Related Communications**). Proposers should account for the cost related impacts of the Conditions noted in the Decision Letter of March 27, 2007 and the Department of the Army permit. The contractor will cooperate with the City in the event any modifications or amendments are required for the wetlands permit beyond the Decision Letter of March 27, 2007 and the Department of the Army permit.
3. See Natural Heritage Bureau memorandum regarding locations of rare species and exemplary natural communities. This information must be incorporated into project design and construction practices. Contractor shall make contact with listed authorities for appropriate design techniques and construction practices as needed (**Attachment 5- Natural Heritage Bureau Memorandum**).
4. Interested parties are urged to visit the site so as to inform themselves thoroughly as to all site conditions and logistics involved in completion of the work (entrance to the Sagamore Headlands parcel by land is through 1145 Sagamore Road). Failure to do so will not relieve the proposer of any obligations the proposer assumes by acceptance of the work. Proposers must determine the quantities of work required and the conditions under which the work will be performed.
5. The successful proposer is responsible for completing and obtaining a building permit from the City of Portsmouth Inspections Department.
6. All trash, debris and excess materials shall be removed from the site and disposed of by the contractor.
7. Work shall include delivery of materials to job site in ready to use condition.

8. Construction layout shall be provided by the contractor sufficient for successful completion of the work. Construction layout to be approved by the City prior to start of work; any work done prior to this approval is at Contractor's risk.
9. Work shall include all erosion control related measures and related measures as specified in the wetlands permit conditions; and in accordance with construction best management practices.
10. City shall approve all proposed materials.
11. Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.
12. Contractor shall restore any landscaping, vegetation, hardscape or other site features disturbed by construction activities.

DATE OF COMPLETION

All work must be completed 75 days from the notice to proceed.

SUBMITTAL REQUIREMENTS

1. Completed Statement of Proposer's Qualifications Form (form provided)
2. Completed Price Proposal Form (form provided)
3. Proposed Schedule of Work
4. Description of Firm History and Identification of Key Team Members
5. Description of usability of dock at low tides

SELECTION CRITERIA

Selection will be based on the following criteria:

1. Qualifications and experience of firm and previous related work.
2. Proposal price.
3. Responsiveness to submission requirements.
4. Proposed schedule of work.

After the proposals are received, they will be compared on the basis of selection criteria. The City may elect to interview firms. Upon completion of its review of the proposals, interviews (if any) and reference checks, the City will attempt to negotiate a final Scope of Services and Price with the highest scoring firm. If the City is unable to reach agreement with the highest scoring firm, the City reserves the right to negotiate with the next highest scoring firm until an agreement is reached.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the City. The City reserves the right to make such inquiries regarding the firm's qualifications and reputation as it deems necessary to evaluate the firm. The firm may be requested to execute releases to obtain information from third parties. Failure to execute a release upon request may result in disqualification.

The City reserves the right to negotiate directly with the firm selected for additional project work.

CONTRACT DOCUMENT

The City anticipates that the contract document will take the form as that found at **Attachment 1**. Contractor may note any cost savings that might be achieved if alternative contractual provisions are agreed to by the parties.

Please note the City's requirement that it will either hold retainage or require a maintenance bond for a period of one year. Please also note the insurance requirements.

The successful proposer shall be required to furnish a Labor and Material Payment Bond in the sum equal to 100 percent of the contract amount (**See Attachment 6- Labor and Material Payment Bond**) when the contract is executed. The bond shall be:

1. In a form satisfactory to the Owner.
2. With a surety company licensed and authorized to do business and with a resident agent designated for services of process in the State of New Hampshire.
3. Conditioned upon the faithful performance by the principal of the agreements contained in the original proposal.

All premiums for the contract bonds are to be paid by the contractor.

ADDITIONAL INFORMATION

Questions regarding this Request for Proposals should be directed to David Moore, Community Development Program Manager, Portsmouth Community Development Department, 1 Junkins Avenue, Portsmouth, New Hampshire 03801, 603-610-7226. Procedural questions should be directed to the Finance/Purchasing Department at the following number: 603-610-7227.

STATEMENT OF PROPOSER'S QUALIFICATIONS

RFP #08-07

CANOE/KAYAK DOCK PROJECT

CITY OF PORTSMOUTH, N.H.

A qualified proposer is one who has documented experience performing the successful construction or repair of waterfront structures in a tidal environment in accordance with NH wetlands board regulations and permit requirements. Proposer shall submit below at least three (3) references documenting this experience.

Tidal Waterfront Construction References & Experience

General character of work performed by your company: _____

Reference #1

Brief Description of Work: _____

Name & Telephone of Project Reference: _____

Year Work Completed: _____

Approximate Dollar Value of Work: \$ _____

Reference #2

Brief Description of Work: _____

Name & Telephone of Project Reference: _____

Year Work Completed: _____

Approximate Dollar Value of Work: \$ _____

Reference #3

Brief Description of Work: _____

Name & Telephone of Project Reference: _____

Year Work Completed: _____

Approximate Dollar Value of Work: \$ _____

PRICE PROPOSAL FORM

RFP #08-07
CANOE/KAYAK DOCK PROJECT

CITY OF PORTSMOUTH, N.H.

To the City of Portsmouth, New Hampshire, herein called the Owner.

The undersigned, as Proposer, declares as follows:

1. All interested in the Proposal as Principals are named herein.
2. This Proposal is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity.
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Proposal.
4. The proposer has carefully examined the site of the proposed work and fully informed and satisfied itself as to the conditions there existing, the character and requirements of the proposed work, and the difficulties attendant upon its execution.
5. By submitting references with the Proposal, Proposer agrees to hold harmless the persons and companies referenced above from any and all claims for damage and loss arising from any communications made with regard to the performance, reputation, or work product of the Contractor, its employees, officers, agents or subcontractors.

PRICE PROPOSALS:

Canoe/Kayak Dock In Words _____
(Total Lump Sum) In figures (\$ _____)

Add Alternate: Seating area on deck
In Words _____
In Figures (\$ _____)

Unit Price: Year 1 removal of dock float and gangway to a City-owned storage location
(location to be within the City of Portsmouth)
In Words _____
In Figures (\$ _____)

Unit Price: Installation and removal of dock float and gangway to City-owned storage location
(location to be within the City of Portsmouth) for the 2008 season.
In Words _____
In Figures (\$ _____)

In an effort to determine the most efficient means of advertising bid/proposal opportunities and distributing bid/proposal documents please answer the following questions. A vendor is under no obligation to submit this questionnaire with his/her proposal, but it would be greatly appreciated. Thank you in advance for your assistance.

1. How did you learn of this bid/proposal?
 - a. City's web-page
 - b. Portsmouth Herald
 - c. Word of mouth
 - d. Other means of advertising i.e., Works In Progress, Construction Summary, etc.
 - e. RFP Invitation through the mail.

2. How did you obtain the actual RFP document?
 - a. City's web-page
 - b. Through the mail
 - c. By contacting the Purchasing Clerk.

RFP #08-07
CANOE/KAYAK DOCK PROJECT
SAGAMORE CREEK HEADLANDS

THIS AGREEMENT is made as of the ____ day of ____ in the year 2007, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor). The Contractor and Owner agree as follows:

ARTICLE I - Work - The Contractor shall perform all work as specified in the RFP #08-07, Canoe/Kayak Dock Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II - ENGINEER - The City Engineer, or his authorized representative will act as engineer in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT PERIOD - All work must be completed by 75 days from the notice to proceed.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor \$_____ for performance of the work in accordance with the Contract Documents and the Total Lump Sum on the Price Proposal Form and any mutually agreed upon price adjustments. In the event that DES conditions constitute extra work not anticipated by the parties, parties will negotiate a price for such extra work.

ARTICLE V - PAYMENT AND RETAINAGE - - Partial payments will be made on a monthly basis during the contract period in proportion to the amount of the work completed on the lump sum items. From the total amount ascertained as payable, an amount equivalent to ten percent (10%) of the whole will be deducted and retained by the Owner until such time as the work receives final acceptance. Upon final acceptance Owner shall pay the Contractor the full Contract Price, subject to its additions and deductions provided for in the Contract Documents.

Upon final acceptance of the work and settlement of all claims, Owner at its option may require a maintenance bond or keep five percent (5%) retainage plus the punch list costs for a period of one (1) year from project completion. If a maintenance bond is acceptable to owner it shall be in the amount of 20% of the contract price with a corporate surety approved by the Owner. Such bond shall be provided at the time of Contract completion and shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the Contractor. This guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the Owner. All premiums for the bond are to be paid by the Contractor.

ARTICLE VI - LIQUIDATED DAMAGES - In event the Contractor fails to successfully execute the work within the specified contract time the Owner shall assess the Contractor liquidated damages in the amount of **Fifty Dollars** (\$50) for each calendar day beyond the **specified completion date**. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

ARTICLE VII - CONTRACT DOCUMENTS - The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement
- 7.2 Proposal submission including the contractor's Price Proposal Form and Statement of Qualifications Form
- 7.3 RFP #08-07, including Attachments 1 (Contract), 2, 3, 4, 5,6
- 7.4 Insurance Requirements (Attachment A) in Contract Agreement (Attachment 1)
- 7.5 Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE VIII - TERMINATION FOR DEFAULT - Should Contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and, in addition to all other remedies available to the Owner at law and in equity, enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE IX - INDEMNIFICATION OF OWNER - Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys fees) arising in any way out of the Contractor's negligent performance or non-performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE X - PERMITS - The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations. The City of Portsmouth will apply and pay for the NHDES Wetlands Permit including any additional required amendments.

ARTICLE XI - INSURANCE - The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in Attachment A to this Agreement.

ARTICLE XII - MISCELLANEOUS -

- 1. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- 2. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 3. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.

4. This Contract shall be governed by the laws of the State of New Hampshire without regard to the principles of conflict of laws thereof.
5. The parties hereby agree that jurisdiction and venue for any action related to or arising from this contract shall reside with the Rockingham County Superior Court unless the parties shall agree otherwise.

IN WITNESS WHEREOF, the parties hereunto executed this
AGREEMENT the day and year first above written.

NAME OF BUSINESS:

BY: _____

TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____

John P. Bohenko

TITLE: City Manager

ATTACHMENT A
INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$1,000,000/\$2,000,000
Per occurrence/general aggregate
- B) Automobile and Truck Liability
Bodily Injury or Property Damage \$1,000,000/\$2,000,000
Per occurrence/general aggregate

(As to items A and B above, 1 million per occurrence is acceptable if combined with sufficient excess policy.)

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.
- D) Marine Coverage sufficient to cover Contractor's activities associated with this project if not already part of Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Portsmouth, New Hampshire as named Additional Insured.

- A) The contractor's insurance shall be primary in the event of a loss.
- B) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City of Portsmouth's general supervision of the contractor.
- C) City of Portsmouth shall be listed as a Certificate Holder. The City shall be identified as follows:

City of Portsmouth
Attn: Legal Department
1 Junkins Avenue
Portsmouth, NH 03801

ATTACHMENT 2 FEDERAL REGULATIONS

In connection with the performance of this Contract, contractor and its subcontractors shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Owner.

During the performance of this Contract and for a period of three (3) years after its completion the Contractor, and its subcontractors, shall establish, maintain and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project. Such records shall be retained for a period of three (3) years following completion of the project and receipt of final payment, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.

The provisions contained in this Attachment, "Federal Regulations" shall be binding on each subcontractor covered by this contract; provided, however, that the foregoing provisions shall not apply to contracts for standard commercial supplies or raw materials. The contractor shall cause the applicable foregoing provisions to be inserted in all subcontracts for any work covered by this Contract.

During the term of this Contract, contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

As this Contract is funded by monies of the United States, Contractor shall comply with all of the provisions of Executive Order No. 11246 ("Equal Employment Opportunity") (**attached**) as supplemented by the regulations of the United State Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. Contractor further agrees to permit the State, the United States, or any designated representative of either, to have access to any of the Contractor's books, records, and accounts for the purpose of ascertaining compliance with the aforesaid rules, regulations and orders, and the covenants and conditions of this Contract.

Contractor, and all subcontractors, shall also comply with the following federal and state laws and all applicable standards, rules, orders, or regulations issued pursuant thereto:

The Copeland "Anti-Kickback" Act, as amended (118 USC 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60).

Nondiscrimination, Title VI of the Civil Rights Act of 1974 (PL 88-352), as amended, (42 USC 2000d) the Fair Housing Act of 1968 (PL 90-284), Executive Orders 11063 and 12259, and the requirements imposed by the Regulations of the Department of Housing and Urban Development (24 CFR 107 and 24 CFR 570.496) issued pursuant to that Title.

The Flood Disaster Protection Act of 1973 (PL 93-234), as amended, regulations issued pursuant to that act, and Executive Order 11985.

Architectural Barriers Act (PL 90-480), 42 USC 4151, as amended, and the regulations issued or to be issued thereunder, including uniform accessibility standards (24 CFR 40) for public buildings with 15 or more residential units. RSA 275-C:10 and the New Hampshire Architectural Barrier Free Design Code (Han 100, et. seq.) also applies.

Rehabilitation Act of 1973, 29 USC 794, Sections 503 and 504, Executive Order 11914 and U.S. Department of Labor regulations issued pursuant thereto.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), as amended, 15 CFR Part 916 including amendments thereto and regulations thereunder.

The National Environmental Policy Act of 1969 (PL 90-190); the National Historic Preservation Act of 1966 (80 Stat 915, 116 USC 470); and Executive Order No. 11593 of May 31, 1971, as specified in 24 CFR 58.

The Clean Air Act, as Amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR part 15, as amended from time to time.

RSA 354 and rules of the New Hampshire Human Rights Commission (HUM 100, et. seq.) on discrimination in employment, membership, accommodations, and housing.

The Age Discrimination Act of 1975 as amended (42 USC 6101, et. seq.) and implementing regulations.

The lead paint requirements (24 CFR 35) of The Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.).

The NH State Energy Code (RSA 155-D).

The NH State Life Safety Code (RSA 155:1) and rules of the NH State Fire Marshall.

Affirmative Action Requirements. Contractor shall:

take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, or national origin; such action shall be taken in conjunction with any of the Contractor's acts in the capacity of an employer including, but not limited to: employment of individuals, upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations; changes in rates of pay or other forms of compensation; selection for training, including apprenticeship, and participation in recreational and educational activities;

post in conspicuous places available to employees and applicants, employment notices, to be provided by the Owner, setting forth the provisions of this non-discrimination clause; the Contractor will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, age, sex or national origin;

keep all such information, records and reports as may be required by the rules, regulations or orders of the Secretary of Labor and furnish or submit same at such times as may be required; the Contractor shall also permit the Owner or any of their designated representatives to have access to any of the Contractor's books, records and accounts for the purpose of investigation to ascertain compliance with the aforesaid rules, regulations and orders and covenants and conditions herein contained;

during the term of this Contract, shall not discriminate among participants under this Contract on the basis of race, color, religion, sex, handicap or national origin. For the purpose of this Contract, distinctions on the grounds of the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of race, color, religion, sex, or national origin of the participants to be served.

Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended by the Housing and Community Development Act of 1992 (42 USC 5301).

Certification of Nonsegregated Facilities as required by the May 9, 1967, Order (32 FR 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor (applicable to contracts exceeding \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained.

He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, shall be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The Certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

**Equal Employment Opportunity
Executive Order 11246, As Amended**

Executive Order 11246 - Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I - Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be

imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation in each trade	Goals for female participation for each trade
	6.9	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any). [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65977, Oct. 3, 1980]
 - (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all

nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the

Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any

- recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address,

telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- (b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

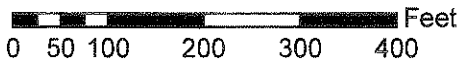
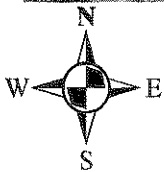
ATTACHMENT 3
LOCATION OF SAGAMORE HEADLANDS PROPERTY



Parking and access to site from here.
For mandatory preproposal meeting only
not for construction access.

Dock location

City owned parcel
boundary shown in blue



Project Location
and
Boundary Map

ATTACHMENT 4
ATTACHMENT 4- NHDES WETLANDS PERMIT APPLICATION,
DECISION LETTER (FILE #2006-01165) AND RELATED COMMUNICATIONS



DEPARTMENT OF ENVIRONMENTAL SERVICES

WETLANDS BUREAU

6 Hazen Drive PO Box 95
Concord, NH 03302-0095

Phone: (603) 271-2147

Fax: (603) 271-6588

web site: www.des.state.nh.us/wetlands

email: wetmail@des.state.nh.us



MAY 20 2008

STANDARD DREDGE AND FILL APPLICATION

Application for filling, dredging, or constructing structures under RSA 482-A and RSA 485-A:17

GENERAL INSTRUCTIONS: Type or print clearly; missing information will delay processing of your application!

1. NAME OF OWNER: City of Portsmouth
Last First Middle

MAILING ADDRESS: 1 Junkins Ave. Portsmouth, NH 03801
Street/Road/Box # Town/City State Zip code

TELEPHONE: (603) 610-7215 FAX: 427-1593 EMAIL: plbritz@ch.cityofportsmouth.com

2. LOCATION OF PROPOSED CONSTRUCTION:

Sagamore Creek Boat Dock off of Sagamore Avenue, Portsmouth, NH 03801
Street/road/highway Town/City

TAX MAP #'s 0223 LOT #'s 0225-000B BLOCK#s

3. Obtain Name of Waterbody from U.S. Geological Survey Map. If Waterbody is Unnamed, place an "X" in the appropriate box.
 IN, OR ADJACENT TO: Sagamore Creek (name of waterbody)
() Unnamed tributary to:
() Unnamed Pond () Unnamed stream () Unnamed wetland () Tidal Buffer Zone

4. Mark appropriate box(es) to indicate landform type(s): () Salt Marsh; (x) Tidal water; () Sand dune; () Bog;
() Freshwater marsh; () Swamp; () Wet meadow; () River; () Perennial stream; () Seasonal stream; () Lake;
() Upland (tidal buffer zone only); () Other:

5. Provide a description of your proposed project. The proposed project involves installation of a new dock located on the shoreline of City Owned Conservation Land. The dock will be the terminus of the City of Portsmouth water trail where canoe and kayak users can land and go ashore to rest, picnic and/or explore the upland conservation land at this location. This is not a location where boats will be launched.

6. Explain the need for the proposed project and how it has been designed to minimize impact to areas within the DES Wetlands Bureau's jurisdiction. (use separate sheet if necessary). The proposed dock is a key feature of the City of Portsmouth's new water trail network. This dock is anticipated to be used by hand powered watercraft and as such there will be no associated oil or gasoline on-board the boats landing here. Dock will formalize the landing location thereby avoiding unintended impacts to the marsh and mudflats at this location.

7. AUTHORIZED AGENT:

MAILING ADDRESS: Street/Road/Box # Town/City State Zip code

TELEPHONE: () - FAX: () EMAIL:

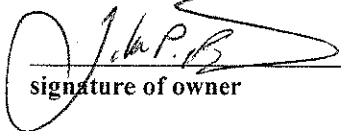
For Internal Use
Fee received: check# amount init date File #

8. Area and/or linear impact of proposed work within DES Wetlands Bureau jurisdiction (e.g., lakes, ponds, streams, wetlands, sand dunes, tidal buffer zone, etc.).
- a. Estimated area to be dredged: 0 sq. ft.
 - b. Volume of material to be removed from public waters: 0 cu. yds.
 - c. Is proposed disposal site for dredged material located in wetlands (yes/no)? N/A
 - d. Estimated area to be filled: 16 sq. ft.
 - e. Estimated total area (in DES Wetlands Bureau jurisdiction) of all proposed work: 628 sq. ft.
 - f. Estimated excavation and/or filling within the upland portion of the Tidal Buffer Zone: 12 sq. ft.
 - g. If a channel is to be constructed, or a culvert or a bridge is to be installed, indicate the length of flow through the project area: _____ ft.
 - h. If the project involves shoreline, indicate the average length of shoreline frontage: Approx 1700 ft.
 - i. If dock or similar structure: length: 30 ft.; width: 10 ft.; total surface area of structures: 300 sq. ft.
 - j. If wall, rip-rap, beach, or similar project, indicate the proposed shoreline impact in: linear feet _____, square feet _____.

9. **FILING FEE: A check or money order payable to the DES Wetlands Bureau shall accompany the application.** The minimum fee is \$100. MINOR and MAJOR IMPACT PROJECTS are charged at the rate of: \$0.10 per square foot of requested impact (if less than 1,000 square feet of impact is proposed, the minimum fee of \$100 applies). All applications for SHORELINE STRUCTURES shall include a base fee of \$100. In addition, MINOR and MAJOR IMPACT SHORELINE PROJECTS shall include fees charged at the rate of: \$0.10 per square foot for requested dredge or fill impacts; \$0.50 per square foot for requested seasonal docking structure; and \$1.00 per square foot for requested permanent docking structure. **All fees are based on the originally requested impacts, not the final approved impact.**

APPLICANT SIGNATURE. SIGNATURE BELOW CERTIFIES THAT:

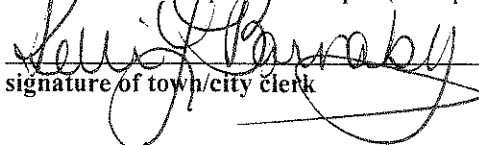
- 1.) All abutters have been identified in accordance with the definition given in the general instructions sheet;
- 2.) The applicant has notified all abutters by CERTIFIED MAIL;
- 3.) The applicant has read, and provided, the REQUIRED INFORMATION outlined in rule Wt 302.04 and listed on the "Checklist for Preparing a Standard Dredge & Fill Application";
- 4.) The applicant has read and understands Rule Wt 302.03 and has chosen the least impacting alternative;
- 5.) The applicant has submitted a copy of the application materials to the NH State Historic Preservation Officer;
- 6.) The applicant authorizes the local Conservation Commission, if any, to inspect the site in order to provide comment to the department, pursuant to RSA 482-A:11.
- 7.) The applicant has reviewed the information to be submitted and that the information is, to his/her knowledge, true and accurate;
- 8.) The applicant understands that the willful submission of falsified or misrepresentative information to the New Hampshire Department of Environmental Services is a criminal act punishable by law.


signature of owner

John P. Bohenko, City Manager 5-4-06
print owner name date

signature of authorized agent (if applicable) print agent name date

TOWN CLERK SIGNATURE. I hereby certify that the applicant has filed five applications, five sets of supporting materials with the town/city of: Portsmouth as required by Chapter 482-A:3, and I have received and retained certified postal receipts (or copies) for all abutters identified by the applicant.


signature of town/city clerk

5/10/06
date

**Calculating the Appropriate Application Fee to be Submitted with a
Standard Dredge and Fill Application**
(effective July 1, 2003)

Worksheet A

Do NOT use this worksheet if your project includes construction or modification of docking facilities (use Worksheet B on the reverse side):

For Minor and Major Impact Projects:		Fee calculation rate and square feet of impact	Fee (subtotals and total)
1	Minimum application fee		\$100
2a	Total area of impacts to wetland and other jurisdictional areas as measured in square feet	192	
2b	Multiply line 2a by the fee per square foot of impact to wetlands, bank or jurisdictional area	x \$0.10	
2c	Fee for impacts to wetlands, bank or other jurisdictional area		\$19.20
3	Required Fee: Enter larger amount of 1 or 2c.		\$100.00

**Calculating the Appropriate Application Fee to be Submitted with a
Standard Dredge and Fill Application**
(effective July 1, 2003)

Worksheet B

Use this worksheet if your project includes any of the following:

- Construction or modifications of seasonal or permanent docking facilities.
- Dredge or fill within lake bed
- Excavation, fill or construction within the banks of surface water body.

For Minor and Major Impact Projects:		Fee calculation rate and square feet of impact	Fee (subtotals and total)
1	Base application fee		\$100
2a	Total square feet of impacts to wetland, bank, and other jurisdictional areas		
2b	Multiply line 2a by the fee per square foot	x \$0.10	
2c	ADDITIONAL fee for wetlands, bank or other jurisdictional area		\$
3a	Total square feet of dredge and fill of surface waters		
3b	Multiply line 3a by the fee per square	x \$0.10	
3c	ADDITIONAL fee for surface water dredge and fill		\$
4a	Total square feet of proposed seasonal docking structure	300	
4b	Multiply line 4a by the fee per square foot	x \$0.50	
4c	ADDITIONAL fee for seasonal structure(s):		\$ 150.00
5a	Total square feet of proposed permanent docking structure		
5b	Multiply line 5a by the fee per square foot	x \$1.00	
5c	ADDITIONAL Fee for permanent structure(s):		\$
6	Required Fee: Add lines 1, 2c, 3c, 4c, and 5c		\$250.00

Standard Dredge and Fill Application
Supplemental Information

5. *Project Description.* The City of Portsmouth is proposing a boat dock for human powered watercraft along the shore of Sagamore Creek adjacent to a City owned property protected for conservation. The intent of the boat dock is to accommodate users of the City's proposed water trail beginning at Peirce Island and travelling along the back channel through Little Harbor and up Sagamore Creek.

6. *Necessity of Proposed Project and Minimization of Impact*

This project is necessary to provide an amenity to users of the new water trail and to provide a stopping point for users to take a break, to picnic or to view the conservation land recently protected.

Construction Narrative:

The City will hire a marine contractor to construct this project. The boat dock will be sized to accommodate users using canoes and kayaks.

Wt302.03 Avoidance of Minimization Responses:

The dock will be the minimum necessary to accomplish the project goals.

Wt 302.04(a) Responses:

1) *The need for the proposed impact*

The purpose and need for the proposed project is to accommodate users who are using non-motorized vessels. This dock is intended to increase the public's use of the tidal waters in Portsmouth by providing a location for hand powered boaters to leave the water for a break or picnic.

2) *The alternative proposed by the applicant is the one with the least impact to wetlands or surface waters on site:*

The alternative to this would be to construct nothing which would not allow for an expansion of public use of the water way and recently protected conservation land.

3) *The type/classification of the wetlands involved*

The wetland involved is Sagamore Creek, which is a tidal creek. The area proposed for the dock is adjacent to a saltmarsh, however, the site where the dock will be located was specifically selected because it does not have any fringing marsh along the shoreline.

4) *The relationship of the proposed wetlands to be impacted relative to nearby wetlands and surface waters.*

The site is the shoreline of Sagamore Creek.

5) *The rarity of the wetlands surface water, sand dunes, or tidal buffer zone area:*

The shoreline area is characteristic of much of Sagamore Creek.

6) *The surface area of wetlands that will be impacted:*

The area of impact for the boat dock is 300 square feet plus an additional 16 square feet of disturbance for a 4x4foot mooring to anchor the floating dock. This brings the area of impact to a total of 316 feet in water and 312 square feet above the high water mark.

7) *The impact on plants, fish and wildlife:*

There were no sitings or reports of rare or species of special concern on the site. A letter from the Natural Heritage Inventory with a response for their review of this site has noted the presence of one state threatened species Loesel's Twayblade (*Liparis loeselii*) and one state endangered species Tundra Alkai Grass (*Puccinellia tenella ssp. langeana*) and one vertebrate species the Purple Martin (*Progne subis*) in the area.

None of these plants or animals will be disturbed or impacted by the project in any way as the habitat of these species is not found in the area of impact for the project.

8) *The impact of the proposed project on public commerce, navigation and recreation:*

The proposed project will improve public access from the water to the shore.

9) *The extent to which a project interferes with the aesthetic interests of the general public:*

The proposed floating dock will be located in a quiet portion of Sagamore creek

10) *The extent to which a project interferes with or obstructs public rights of passage or access:*

The dock will not interfere or obstruct public right of passage.

11) *The impact upon abutting owners pursuant to RSA 482-A:11,II:*

There will be no impact on abutting owners.

12) *The benefit of a project to the health, safety, and well being of the general public:*

The project will benefit the general public using hand powered watercraft.

13) *The impact of the proposed project on quantity or quality of surface and ground water:*

The proposed project will not alter the surface or groundwater flow.

14) *The potential of a proposed project to cause or increase flooding, erosion or sedimentation.*

This project will not cause an increase in flooding, erosion or sedimentation. Best management practices will be taken during construction to reduce any potential erosion or sedimentation.

15) *The extent to which a project that is located in surface waters reflect or redirects current or wave energy which might cause damage or hazards.*

This project will not redirect current or wave energy to cause damage or hazards.

16) *The cumulative impact that would result if all parties owning or abutting a portion of the affected wetland or wetland complex were also permitted alterations to the wetland proportional to the extent of their property rights.*

This project only affects a small portion of Sagamore Creek and has minimized all impact to the property.

17) *The impact of the proposed project on the values and functions of the total wetland or wetland complex.*

The proposed project will not impact the values and functions of the total wetland complex.

18) *The impact upon the value of the sites included in the latest published edition of the National Register of Natural Landmarks or sites eligible for such publication.*

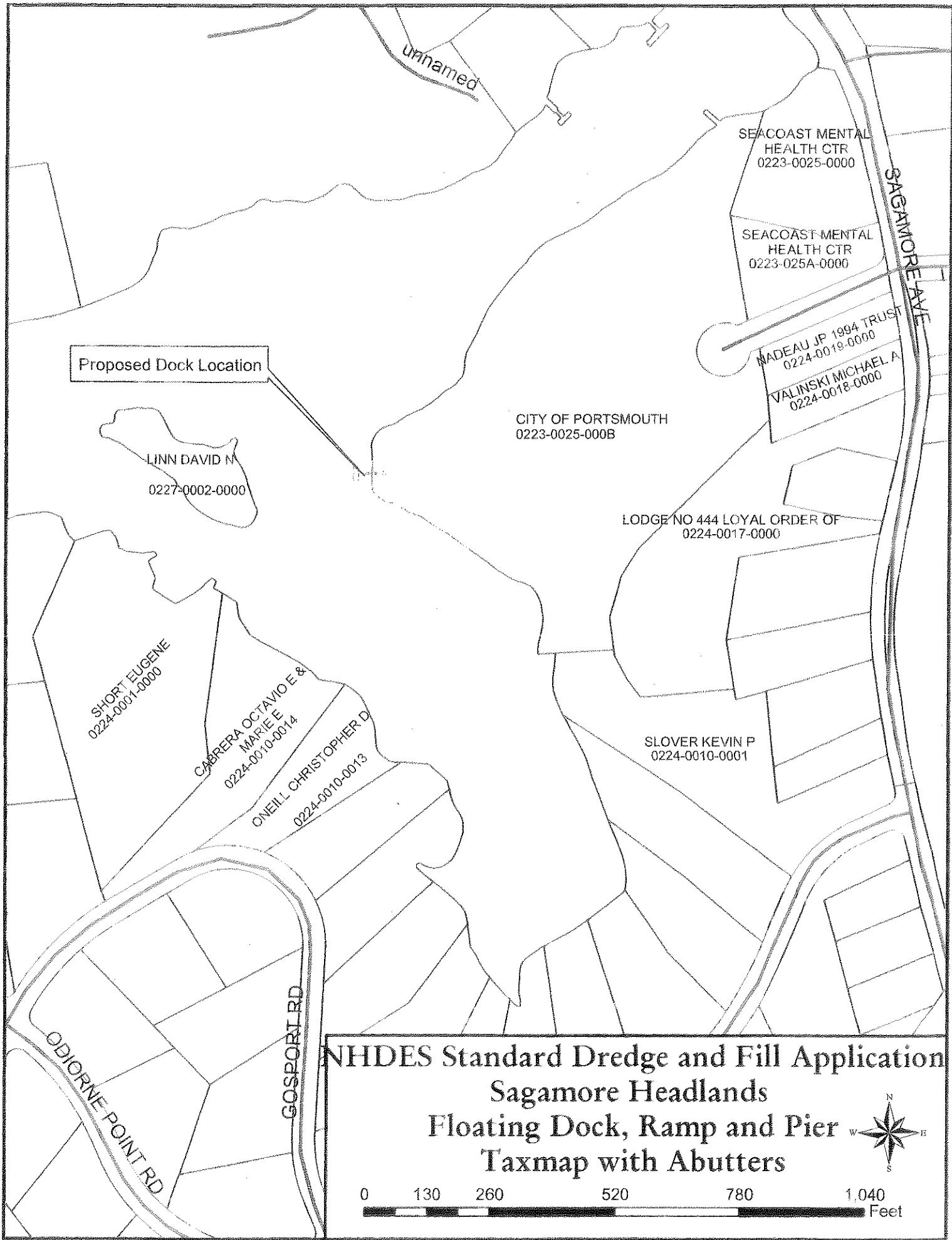
There are no impacts proposed which will affect the value of any sites included in the latest published edition of the National Register of Natural Landmarks or sites eligible for such publication.

19) *The impact upon the value of areas named in acts of congress or presidential proclamations as national rivers, national wilderness areas, national lakeshores and such areas may be established under federal, state, or municipal laws for similar and related purposes such as estuarine and marine sanctuaries.*

Not applicable

20) *The degree to which a project redirects water from one watershed to another.*

This project does not propose to redirect any water from one watershed to another.



**NHDES Standard Dredge and Fill Application
Sagamore Headlands
Floating Dock, Ramp and Pier
Taxmap with Abutters**



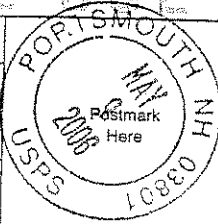
7005 3110 0004 2294 9346

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 Street, or PO Box: 101 Gosport Road
 City, State: Portsmouth, NH 03801
 PS Form: *Planning*

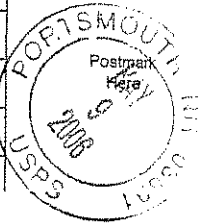
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 Street, or PO Box: P.O. Box 968
 City, State: Portsmouth, NH 03801
 PS Form: *Planning*

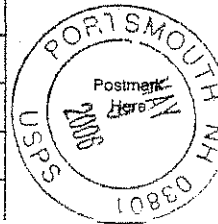
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Sent To: David N. Linn Portsmouth
 Street, or PO Box: Revoc Trust
 City, State: 1500A Lafayette Road, #308
 Portsmouth, NH 03801
 PS Form: *Planning*

7005 3110 0004 2294 9360

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Sent To: J.P. Nadeau 1994 Trust
 Street, or PO Box: 135 Wentworth Road
 City, State: Portsmouth, NH 03801
 PS Form: *- Planning*

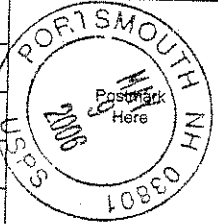
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Sent To: Christopher D. O'Neill
 Street, or PO Box: 315 Union Street
 City, State: Portsmouth, NH 03801
 PS Form: *Planning*

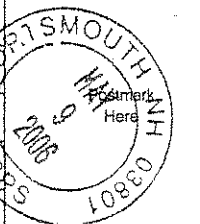
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 Street, or PO Box: 1145 Sagamore Avenue
 City, State: Portsmouth, NH 03801
 PS Form: *Planning*

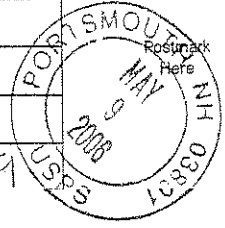
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Sent To
 Street, Apt. or PO Box
 City, State

Mr. Michael Valinski
 1155 Sagamore Avenue
 Portsmouth, NH 03801

PS Form 3800, Planning, Instructions

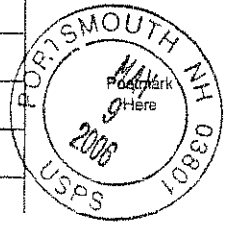
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Eugene Short Qualified Per
 Residence Trust
 175 Gosport Road
 Portsmouth, NH 03801

PS Form 3800, Planning, Instructions

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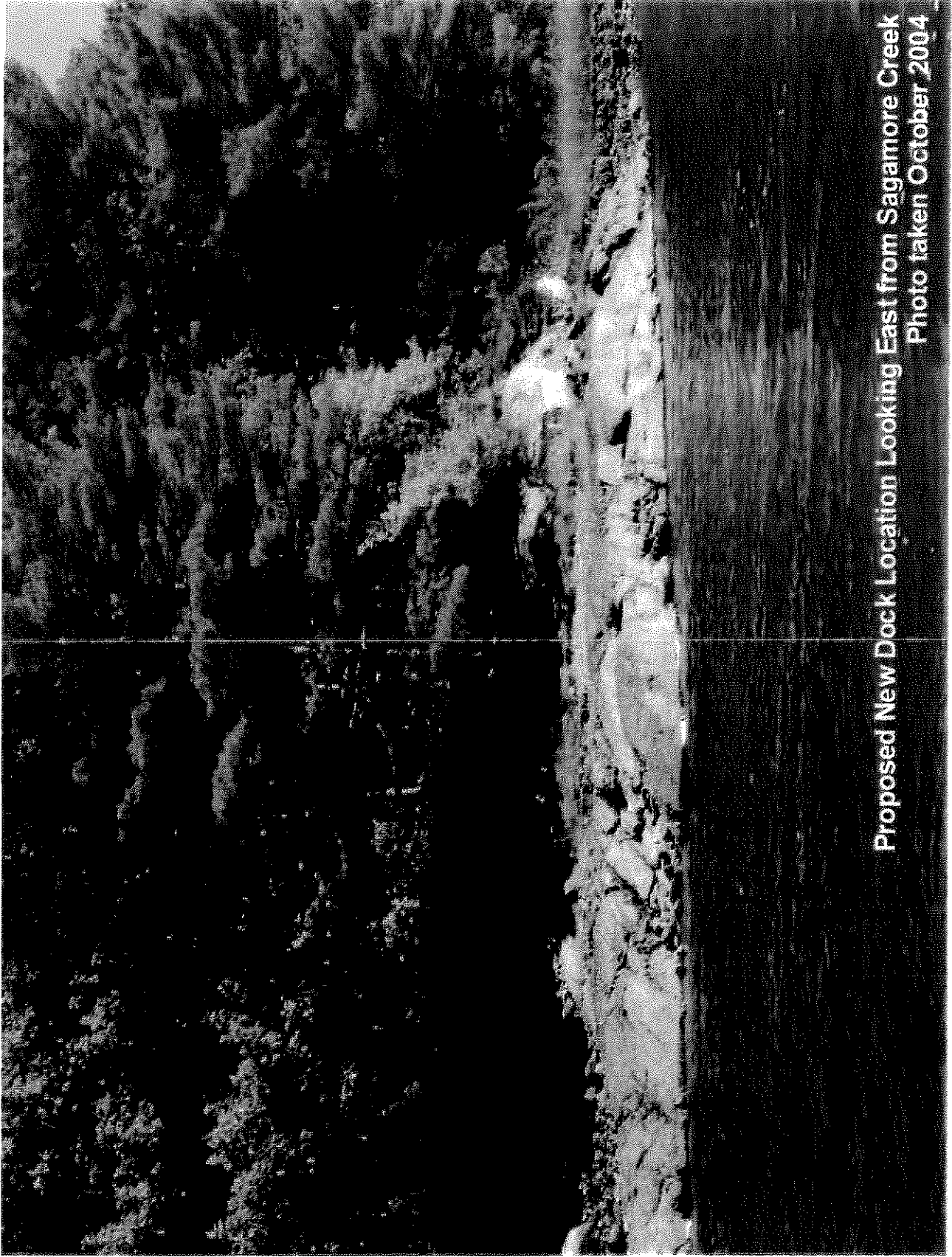
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Total Postage & Fees	\$ 2.79



Sent To
 Street, Apt. or PO Box
 City, State

Octavio & Marie Cabrera
 193 Gosport Road
 Portsmouth, NH 03801

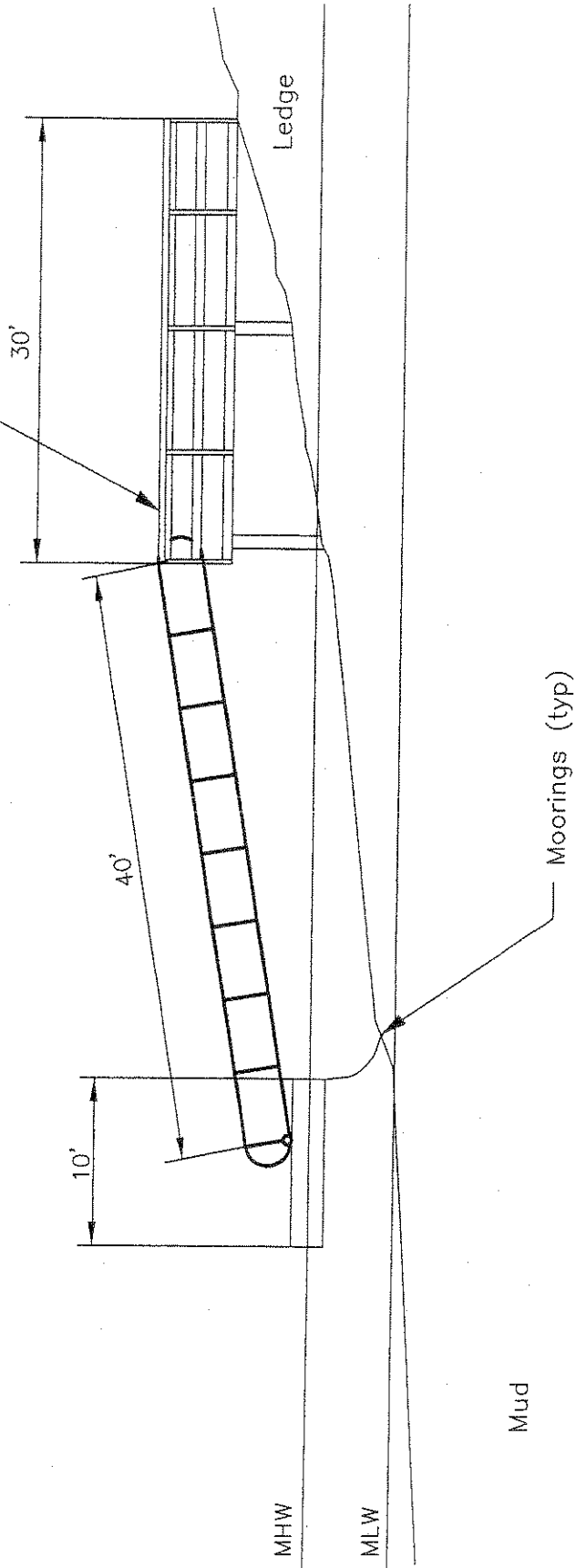
PS Form 3800, Planning, Instructions



Proposed New Dock Location Looking East from Sagamore Creek
Photo taken October 2004

NH DES Wetland Permit Application Cross Section

Note: Location of
add/alt seating area



Sagamore Creek

Plan Prepared by:

Peter Britz, Environmental Planner - City of Portsmouth 4-25-2006 - Peter Britz

Legend

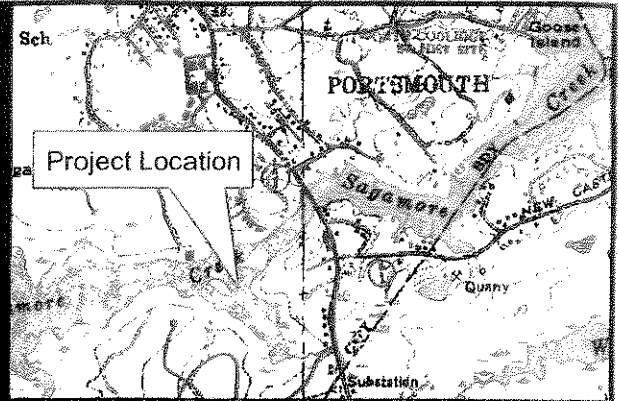
Highest Observable Tide Line

Mean Low Water

Tidal Buffer Zone

Dock Layout

Parcels



Portsmouth - Kittery USGS Quad

10x30 Dock

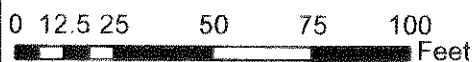
6x30 pier area

3x40 Ramp

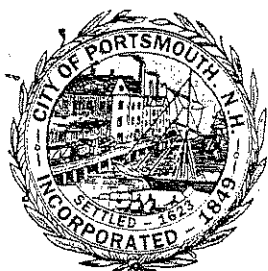
Highest Observable Tide Line
Mean Low Water

Tidal Buffer Zone

NHDES Standard Dredge and Fill Application Sagamore Headlands Floating Dock, Ramp and Pier



Plan drawn by Peter Britz, Environmental Planner *Peter Britz* 4-25-2006



CITY OF PORTSMOUTH

Community Development Department
(603) 610-7232

Planning Department
(603) 610-7216

January 22, 2007

Ms. Dori Wiggin
New Hampshire Department of Environmental Services
Pease Field Office
50 International Drive
Portsmouth, NH 03801

Dear Ms. Wiggin:

This letter is in regards to a request for amendment to the City of Portsmouth Permit Application 2006-01165; to change the location of the dock structure and to provide information on a method to reduce impacts to the tidal mudflat where the dock will rest at low tide.

As a result of a field meeting, where we discussed the location of the ramp and float, it was agreed that a more suitable location would be to move the docking structure downstream so the ramp is completely over a ledge outcrop. This new location is reflected on the plan submitted with this letter.

At this location the floating dock will be in a location where the dock will rest on the bottom at low tide. On September 11th I met with Dori Wiggin, NHDES and Michael Johnson, NMFS to discuss the specific request to install float stops on the floating dock to reduce impact to the mudflats. Float stops were the preference of Mr. Johnson however it was discussed that if ledge was present under the mudflats it may be impossible to construct. At a subsequent field visit, the site was assessed for the depth to ledge. In the field, a piece of re-bar was driven into the mud at three locations where it met resistance with ledge at between two and a half (2.5) and three (3) feet (see area outlined in yellow oval on attached plan). A piling driven in only three feet would not have the holding power necessary to secure a floating dock. In discussions with Glenn Normandeu at Pickering Marine, he believes it would require in excess of four feet for a piling to have a secure hold.

As a result of the shallow ledge at the site, the City is proposing to construct a floating dock with skids on the bottom to reduce the amount of surface area of the dock resting on the bottom at low tide thereby limiting the area of disturbance to the tidal mudflats each tidal cycle. The City would be happy to work with you on a design to your satisfaction in this regard.

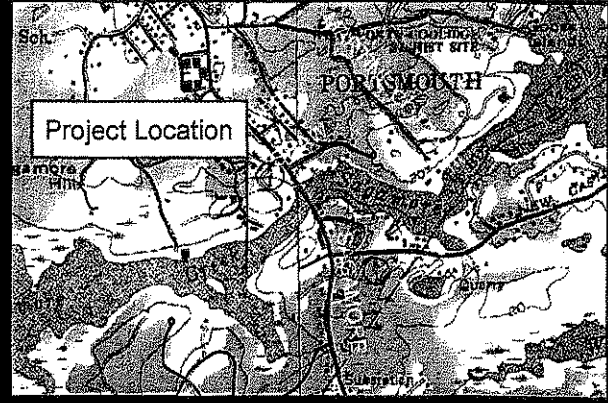
If you have any questions or need additional information please do not hesitate to contact me.

Sincerely,

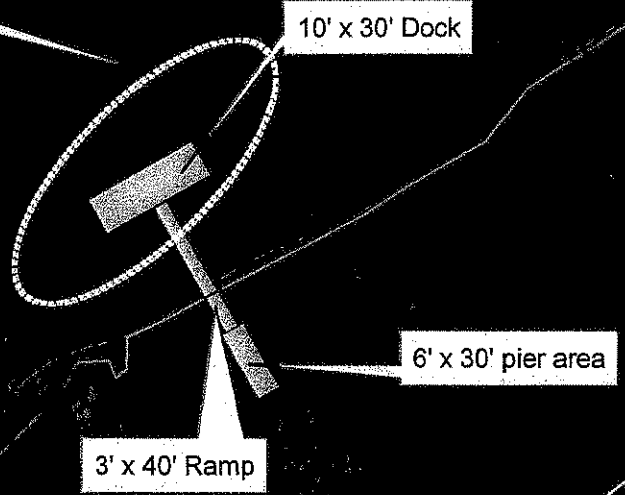
Peter Britz
Environmental Planner

Legend

- Highest Observable Tide Line
- Mean Low Water
- Tidal Buffer Zone
- revised_dock_layout
- Parcels



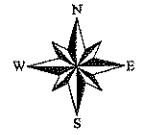
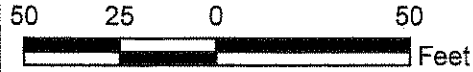
Depth to ledge under mud substrate 2.5 - 3 feet



Highest Observable Tide Line
Mean Low Water

Tidal Buffer Zone

NHDES Standard Dredge and Fill Application Sagamore Headlands Floating Dock, Ramp and Pier



Plan drawn by Peter Britz, Environmental Planner

1-18-2007



CITY OF PORTSMOUTH

Community Development Department
(603) 610-7232

Planning Department
(603) 610-7216

February 22, 2007

Ms. Dori Wiggin
New Hampshire Department of Environmental Services
Pease Field Office
50 International Drive
Portsmouth, NH 03801

Dear Ms. Wiggin:

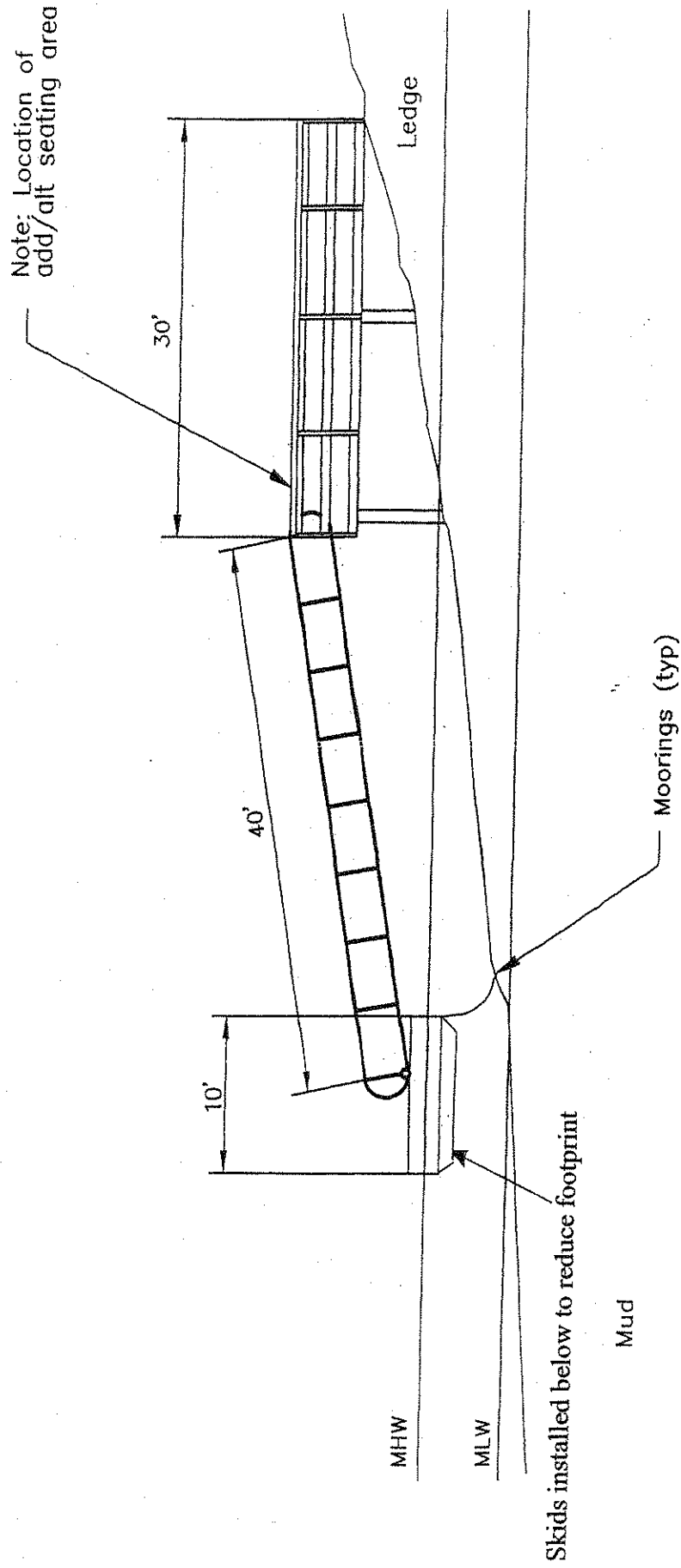
Enclosed please find a cross section drawing of the proposed amended dock and pier for The City of Portsmouth application number 2006-01165 and a check for \$240.00 for the balance of the application charges.

If you have any questions or need additional information please do not hesitate to contact me.

Sincerely,

Peter Britz
Environmental Planner

NH DES Wetland Permit Application Cross Section

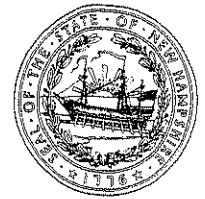


Sagamore Creek

Plan prepared by:
Peter Britz, Environmental Planner – City of Portsmouth 1-18-2007



The State of New Hampshire
Department of Environmental Services



March 27, 2007

John Bohenko
City Manager
City of Portsmouth
1 Junkins Ave
Portsmouth, NH 03801

MAR 29 2007

RE: File #2006-01165 - City of Portsmouth - Portsmouth /Tax Map/Lot # 223 / 225;

Dear Mr. Bohenko:

The Department of Environmental Services (DES) Wetlands Bureau has reviewed and approved the above referenced application to construct a publicly accessible tidal docking structure consisting of a 6' x 30' permanent pier connecting to a 3' x 40' ramp, connecting to a 30' x 10' float, overall structure length 77', providing one full-sized slip (as defined by RSA 482-A:2, VIII (a)), on 1,700' of City of Portsmouth frontage on Sagamore Creek.

Interested parties may apply for reconsideration with respect to any matter determined in this action within 20 days (April 15, 2007) of the date of this notification. A motion for reconsideration must specify all grounds upon which future appeals may be based, and should include information not available to the Department when the decision was made. The Department may grant reconsideration if, in its opinion, good reason is provided in the motion.

Because of the type and classification of this project, the application must also be approved by the Governor and Executive Council. Upon completion of the appeal period, a copy of the file will be forwarded to the Governor and Executive Council for their consideration.

Sincerely,

Collis G. Adams, CWS, CPESC
Wetlands Bureau Administrator
Dept of Environmental Services

CGA/jeh

Enclosure: copy of decision

cc: Portsmouth Conservation Commission
Portsmouth City Council
Abutters

<hard return>

File #2006-01165 - City Of Portsmouth - Portsmouth

DECISION DATE: 03/26/2007

DECISION:

Construct a publicly accessible tidal docking structure consisting of a 6' x 30' permanent pier connecting to a 3' x 40' ramp, connecting to a 30' x 10' float, overall structure length 77', providing one full-sized slip (as defined by RSA 482-A:2, VIII (a)), on 1,700' of City of Portsmouth frontage on Sagamore Creek.

CONDITIONS:

1. All work shall be in accordance with revised plans by the City of Portsmouth dated 1/18/2007, as received by the Department on 2/23/2007.
2. Any future work in jurisdiction as specified in RSA 482-A on this property will require a new application and approval by the Department of Environmental Services ("DES") Wetlands Bureau.
3. The decking of the dock shall have a minimum of 6 ft. clearance from the surface of the tidal marsh or 1:1 ratio of deck height to width as appropriate, and shall have 3/4-inch spacing between the decking planks.
4. This permit shall not be effective until recorded at the Rockingham County Registry of Deeds Office by the permittee. A copy of the recorded permit shall be submitted to the DES Wetlands Bureau prior to construction.
5. Appropriate siltation/erosion/turbidity controls shall be in place prior to construction, shall be maintained during construction, and shall remain in until the area is stabilized.
6. Within three days of final grading or temporary suspension of work in an area that is in or adjacent to wetlands or surface waters, all exposed soil areas shall be stabilized by seeding and mulching during the growing season, or if not within the growing season, by mulching with tack or netting and pinning on slopes steeper than 3:1.
7. Construction of this publicly accessible tidal docking structure consisting of a 6' x 30' permanent pier connecting to a 3' x 40' ramp, connecting to a 30' x 10' float, overall structure length 77', providing one full-sized slip (as defined by RSA 482-A:2, VIII (a)), on 1,700' of City of Portsmouth frontage at Tax Map 0223 Lot 0225-000B on Sagamore Creek shall be the only dock structure on this water frontage and all portions of the dock shall be at least 20 ft. from abutting property lines or the imaginary extension of those lines into the water.
8. Work shall be done during low tide.
9. Work shall be conducted in a manner so as to minimize turbidity and sedimentation to surface waters and wetlands.
10. Work shall be conducted in a manner that avoids excessive discharges of sediments to fish spawning areas.
11. Float stops shall not be required for this dock as the float will sit on hardpan substrate at low tide.

FINDINGS:

1. This is a major impact project per Administrative Rule Wt 303.02(a), projects in sand dunes, tidal wetlands, or bogs, except for the repair of existing structures pursuant to Wt 303.04(v).
2. The need for the proposed impacts has been demonstrated by the applicant per Wt 302.01. There is currently no docking structure on the property to provide access to the water, and this dock will provide access to the water, as well as to public land along a "water trail" for kayak and canoe paddlers.
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 Wt 302.03. The permanent pier is designed at one foot of height for each foot of structure width, with 3/4 inch spacing between decking to prevent shading of the tidal vegetation; has a seasonal ramp and float; and is the minimum length necessary to reach usable water on the Sagamore Creek. The location was changed from that originally proposed as a result of site inspections coordinated with DES, NMFS, and the City of Portsmouth.
4. The applicant has demonstrated by plan and example that each factor listed in Wt 302.04(a) and (c), Requirements for Application Evaluation, has been considered in the design of the project. The plant species,

Loesel's Twayblade, and Tundra Alkali Grass, and the vertebrate species, the purple martin, reported by the NH Natural Heritage Bureau will not be affected by this structure. The dock is located greater than 20 feet off the abutting property lines. The project has been reviewed by the NH Division of Ports and Harbors, who indicate in a letter dated 3/16/2007, received by DES on 3/18/2007, that the structure will not have a negative effect on navigation at this location. The Portsmouth Conservation Commission recommends approval of the project.

5. This application has received review of the federal PGP Joint Processing Meeting on 6/5/2006, and National Marine Fisheries ("NMFS") inspected the site with DES and a City of Portsmouth representative on 9/11/2006 and concurred with the currently proposed location and design. With respect to the float stop issue, the City of Portsmouth has provided data to show that only 2-3 feet of mud exists over ledge at this location, rendering it impossible to install float stop pilings at this location. The City will install skids on the float instead.

6. This dock is consistent with other tidal dock approvals in the seacoast.

7. DES staff field inspected the site on 7/3/2006, 7/11/2006, and 9/11/2006.



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

MAY 2 - 2007

April 30, 2007

Regulatory Division
CENAE-R-PEC
Permit Number: NAE-2007-1340

John Bohenko
City Manager
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

Dear Applicant,

This is to inform you that we have reviewed your application to conduct activities as described on the attached State Decision Report 2006-01165, dated 4-4-2007.

Based on the information you have provided to the New Hampshire Wetlands Bureau, we have determined that your project, which includes a discharge of dredged or fill material into waters or wetlands, will have only minimal individual or cumulative environmental impacts on wetlands and waters of the United States. Therefore, this work is conditionally authorized under the New Hampshire Programmatic General Permit (PGP), pending final concurrence of the Wetland Bureau approved by the Governor & Executive Council (G&C) and provided the following Special Conditions is met:

The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

Please note that if for any reason your proposal is vetoed or modified by the G&C to deviate from that which has been approved by the NHDES on the above date, you must re-submit a complete application to this office for review and processing in accordance with the terms and conditions of the current SPGP.

You are responsible for complying with all of the PGPs' requirements and terms. Please review the attached conditions of the PGP to familiarize yourself with its contents. You should ensure that whoever does the work fully understands the requirements and that a copy of the permit document is at the project site throughout the time the work is underway.

This determination becomes valid only after the New Hampshire Department of Environmental Services (DES) issues or waives Water Quality Certification (WQC) as required under Section 401 of the Clean Water Act. In the event the State denies the 401 WQC, this determination becomes null and void.

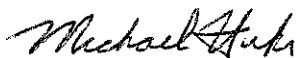
This authorization expires on June 2, 2007 (unless the PGP is modified, suspended or revoked) or upon the state's expiration date for this project, whichever date is later. You must complete the work authorized herein by this date. If you do not, you must contact this office to determine the need for further authorization before continuing the activity. We recommend you contact us *before* this permit expires to discuss a time extension or permit re-issuance.

This authorization requires you to submit a Compliance Certification Form. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work (and any required mitigation, but not mitigation monitoring, which requires separate submittals).

This permit does not obviate the need to obtain other Federal, state or local authorizations required by law. Performing work not specifically authorized by this determination or failing to comply with any special condition(s) provided above or all the terms and conditions of the PGP may subject you to the enforcement provisions of our regulations.

If you have any questions, please contact Michael Hicks of my staff at (978) 318-8157.

Sincerely,


for Curtis L. Thalken
Colonel, Corps of Engineers
District Commander

Enclosure



US Army Corps
of Engineers®
New England District

(Minimum Notice: Permittee must sign and return notification
within one month of the completion of work.)

COMPLIANCE CERTIFICATION FORM

USACE Project Number: NAE-2006-1340

Name of Permittee: City of Portsmouth

Permit Issuance Date: April 30, 2007

Please sign this certification and return it to the following address upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

* MAIL TO: U.S. Army Corps of Engineers, New England District *
* Policy Analysis/Technical Support Branch, ATTN: Marie Farese *
* Regulatory Division *
* 696 Virginia Road *
* Concord, Massachusetts 01742-2751 *

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Printed Name

Date of Work Completion

Telephone Number

Received LCC report regarding DESWB's request for more information on 11/06/06

DENY PERMIT-INSUFFICIENT & UNTIMELY RESP:

Construct a 3 slip permanent docking structure with ice clusters, two tie off pilings and a seasonal canopy

With Findings:

1. A request for additional information dated (date of More Information Request), addressed to the applicant or agent of record, clearly identified changes made to RSA 482-A:3 in 2003, requiring the applicant to submit additional information to DES within 120 days of the request.
2. Pursuant to RSA 482-A, XIV(b), if the requested additional information is not received by DES within 120 days of the request, DES shall deny the application.
3. DES did not receive the requested additional information within the 120 days and therefore the application has been denied.

2006-01165

PORTSMOUTH, CITY OF

PORTSMOUTH Sagamore Creek

NAE-2007-1340

Requested Action:

Construct a publicly accessible tidal docking structure consisting of a 6' x 30' permanent pier connecting to a 3' x 40' ramp, connecting to a 30' x 10' float, overall structure length 77', providing one full-sized slip (as defined by RSA 482-A:2, VIII (a)), on 1,700' of City of Portsmouth frontage on Sagamore Creek.

Inspection Date: 09/11/2006 by Dori A Wiggin

Inspection Date: 07/11/2006 by Dori A Wiggin

Inspection Date: 07/03/2006 by Dori A Wiggin

APPROVE PERMIT:

Construct a publicly accessible tidal docking structure consisting of a 6' x 30' permanent pier connecting to a 3' x 40' ramp, connecting to a 30' x 10' float, overall structure length 77', providing one full-sized slip (as defined by RSA 482-A:2, VIII (a)), on 1,700' of City of Portsmouth frontage on Sagamore Creek.

With Conditions:

1. All work shall be in accordance with revised plans by the City of Portsmouth dated 1/18/2007, as received by the Department on 2/23/2007.
2. Any future work in jurisdiction as specified in RSA 482-A on this property will require a new application and approval by the Department of Environmental Services ("DES") Wetlands Bureau.
3. The decking of the dock shall have a minimum of 6 ft. clearance from the surface of the tidal marsh or 1:1 ratio of deck height to width as appropriate, and shall have 3/4-inch spacing between the decking planks.
4. This permit shall not be effective until recorded at the Rockingham County Registry of Deeds Office by the permittee. A copy of the recorded permit shall be submitted to the DES Wetlands Bureau prior to construction.
5. Appropriate siltation/erosion/turbidity controls shall be in place prior to construction, shall be maintained during construction, and shall remain in until the area is stabilized.
6. Within three days of final grading or temporary suspension of work in an area that is in or adjacent to wetlands or surface waters, all exposed soil areas shall be stabilized by seeding and mulching during the growing season, or if not within the growing season, by mulching with tack or netting and pinning on slopes steeper than 3:1.
7. Construction of this publicly accessible tidal docking structure consisting of a 6' x 30' permanent pier connecting to a 3' x 40' ramp, connecting to a 30' x 10' float, overall structure length 77', providing one full-sized slip (as defined by RSA 482-A:2, VIII (a)), on 1,700' of City of Portsmouth frontage at Tax Map 0223 Lot 0225-000B on Sagamore Creek shall be the only dock structure on this water frontage and all portions of the dock shall be at least 20 ft. from abutting property lines or the imaginary extension of those

lines into the water.

- 8. Work shall be done during low tide.
- 9. Work shall be conducted in a manner so as to minimize turbidity and sedimentation to surface waters and wetlands.
- 10. Work shall be conducted in a manner that avoids excessive discharges of sediments to fish spawning areas.
- 11. Float stops shall not be required for this dock as the float will sit on hardpan substrate at low tide.

With Findings:

- 1. This is a major impact project per Administrative Rule Wt 303.02(a), projects in sand dunes, tidal wetlands, or bogs, except for the repair of existing structures pursuant to Wt 303.04(v).
- 2. The need for the proposed impacts has been demonstrated by the applicant per Wt 302.01. There is currently no docking structure on the property to provide access to the water, and this dock will provide access to the water, as well as to public land along a "water trail" for kayak and canoe paddlers.
- 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 Wt 302.03. The permanent pier is designed at one foot of height for each foot of structure width, with 3/4 inch spacing between decking to prevent shading of the tidal vegetation; has a seasonal ramp and float; and is the minimum length necessary to reach usable water on the Sagamore Creek. The location was changed from that originally proposed as a result of site inspections coordinated with DES, NMFS, and the City of Portsmouth.
- 4. The applicant has demonstrated by plan and example that each factor listed in Wt 302.04(a) and (c), Requirements for Application Evaluation, has been considered in the design of the project. The plant species, Loesel's Twayblade, and Tundra Alkali Grass, and the vertebrate species, the purple martin, reported by the NH Natural Heritage Bureau will not be affected by this structure. The dock is located greater than 20 feet off the abutting property lines. The project has been reviewed by the NH Division of Ports and Harbors, who indicate in a letter dated 3/16/2007, received by DES on 3/18/2007, that the structure will not have a negative effect on navigation at this location. The Portsmouth Conservation Commission recommends approval of the project.
- 5. This application has received review of the federal PGP Joint Processing Meeting on 6/5/2006, and National Marine Fisheries ("NMFS") inspected the site with DES and a City of Portsmouth representative on 9/11/2006 and concurred with the currently proposed location and design. With respect to the float stop issue, the City of Portsmouth has provided data to show that only 2-3 feet of mud exists over ledge at this location, rendering it impossible to install float stop pilings at this location. The City will install skids on the float instead.
- 6. This dock is consistent with other tidal dock approvals in the seacoast.
- 7. DES staff field inspected the site on 7/3/2006, 7/11/2006, and 9/11/2006.

-Send to Governor and Executive Council-

2006-02748 MURRAY, JOHN & JAMES
WOLFEBORO Lake Winnepesaukee

Requested Action:

Remove existing 14 ft x 13 ft 10 in crib supported deck over water with a 3 ft x 16 ft seasonal dock extension, fill 1274 sq ft of lake bed to construct 59 linear ft of breakwater in an "L" configuration with a 4 ft x 30 ft cantilevered pier and 6 ft x 28 ft piling pier connected by a 4 ft x 24 ft cantilevered pier in a "C" configuration on 125 ft of frontage in Wolfeboro on Lake Winnepesaukee.

APPROVE PERMIT:

Remove existing 14 ft x 13 ft 10 in crib supported deck over water with a 3 ft x 16 ft seasonal dock extension, fill 1274 sq ft of lake bed to construct 59 linear ft of breakwater in an "L" configuration with a 4 ft x 30 ft cantilevered pier and 6 ft x 28 ft piling pier connected by a 4 ft x 24 ft cantilevered pier in a "C" configuration on 125 ft of frontage in Wolfeboro on Lake Winnepesaukee.

With Conditions:

- 1. All work shall be in accordance with revised plans by Lakeshore Construction dated March 9, 2007, as received by the Department on March 27, 2007.
- 2. This permit shall not be effective until it has been recorded with the Registry of Deeds Office by the Permittee. A copy of the

Conditions for Corps of Engineers New Hampshire State Programmatic General Permit (SPGP) No. 52
The following conditions apply to activities authorized under this PGP.

GENERAL REQUIREMENTS:

- 1. Other Permits.** Authorization under this general permit does not obviate the need to obtain other Federal, state, or local authorizations required by law or to comply with all Federal, State of New Hampshire, or local laws.
- 2. Applicability of this PGP shall be evaluated with reference to Federal jurisdictional boundaries using the 1987 Corps of Engineers Wetland Delineation Manual and subsequent Federal Guidance.** Applicants are responsible for ensuring that the boundaries used satisfy the Federal criteria defined at Title 33 CFR 328-329.
- 3. Minimal Effects.** Projects authorized by this general permit shall have minimal individual and cumulative adverse environmental impacts as determined by the Corps.
- 4. Discretionary Authority.** Notwithstanding compliance with the terms and conditions of this permit, the Corps of Engineers retains discretionary authority to require an application for an individual permit for any project based on concerns for the aquatic environment or for any other factor of the public interest. This authority is invoked on a case-by-case basis whenever the Corps determines that the potential consequences of the proposed activity warrant an individual permit review based on the concerns stated above. This authority may be invoked for projects with cumulative environmental impacts that are more than minimal, or if there is a special resource or concern associated with a particular project that is not already covered by the remaining conditions of the PGP. Whenever the Corps notifies an applicant that an individual permit may be required, authorization under this PGP is void, and no work may be conducted until the individual Corps permit is obtained, or until the Corps notifies the applicant that further review has demonstrated that the work may proceed under this PGP.
- 5. Single and Complete Projects.** This PGP shall not be used for piecemeal work and shall be applied to single and complete projects. All components of a single project shall be treated together as constituting one single and complete project and/or all planned phases of multi-phased project although it can be used to permit a single phase of a project in which only one phase will be constructed in the life of the permit (5 Years) or for those projects which have "stand alone" aspects. This does not apply to linear projects, such as power lines, roadways or pipelines, etc., with multiple, separate, and distinct waterway or wetland crossings, where each crossing may be reviewed for authorization under the Minimal project category. If any crossing requires a Minor or Major permit, then the entire linear project shall be reviewed as one project under one of those categories. This PGP shall not be used for any activity that is part of an overall project for which an individual permit is required.
- 6. This PGP shall not alter Corps review procedures for the work noted below, which will require review under the individual permit process.**
 - Projects involving moorings within the horizontal limits, or with moored vessels that extend within the limits, of a Corps Federal Navigation project.
 - Any structure, pier or float that extends, or with docked or moored vessels that extend, within the horizontal limits of a Corps Federal Navigation Project.

NATIONAL CONCERNS:

- 7. Historic Properties.** Any activity authorized by this PGP shall comply with Section 106 of the National Historic Preservation Act. Information on the location and existence of historic resources can be obtained from the New Hampshire Historic Preservation Office and the National Register of Historic Places.

Applicants with Minor or Major Impact Projects which will undergo the screening process, shall submit a copy of their application materials to the New Hampshire State Historic Preservation Officer (SHPO; address on page 17 of this document) to be reviewed for the presence of historic/archaeological resources in the permit area that may be affected by the proposed work. SHPO will notify the Corps if there are State concerns that the proposed work will have an effect on historic resources. The applicant should include with their State application, either a copy of their cover letter, or a statement of having sent their application materials to the SHPO. If the permittee, during construction of work authorized herein, encounters a previously unidentified archaeological or other cultural resource within the area subject to Corps jurisdiction that might be eligible for listing in the National Register of Historic Places, he/she shall stop work and immediately notify the District Engineer and the SHPO.

- 8. National Lands.** Activities authorized by this PGP shall not impinge upon the value of any National Wildlife Refuge, National Forest, National Estuarine Research Preserves, or any other area administered by the U.S. Fish and Wildlife Service, U.S. Forest Service, or National Park Service.

9. Endangered Species. No activity is authorized under this PGP which may affect a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA); or which is likely to destroy or adversely modify the critical habitat of such species; or which would result in a "take" of any threatened or endangered species of fish or wildlife, or which would result in any other violation of Section 9 of the ESA protecting threatened or endangered species of plants. Applicants shall notify the Corps if any listed species or critical habitat is in the vicinity of the project and shall not begin work until notified by the District Engineer that the requirements of the Endangered Species Act have been satisfied and that the activity is authorized. Information on the location of threatened and endangered species and their critical habitat can be obtained from the U.S. Fish and Wildlife Service and National Marine Fisheries Service (addresses on page 16 of this document). If consultation with the FWS or NMFS results in project modifications or permit conditions which resolve the issue, the Corps may issue a PGP.

10. Essential Fish Habitat. As part of the PGP screening process, the Corps will coordinate with the National Marine Fisheries Service (NMFS) in accordance with the 1996 amendments to the Magnuson-Stevens Fishery and Conservation Management Act to protect and conserve the habitat of marine, estuarine and anadromous finfish, mollusks, and crustaceans. This habitat is termed "essential fish habitat (EFH)", and is broadly defined to include "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity." Applicants may be required to describe and identify potential impacts to EFH based upon the location of the project, the activity proposed, and the species present. Conservation recommendations made by NMFS will normally be included as a permit requirement by the Corps. EFH is designated in most of New Hampshire's coastal waters, estuaries, and rivers. Information on the location of EFH can be found at the NMFS website: www.nmfs.gov/ro/doc/appguide.html. Additionally, a reference guide to the EFH rivers for Atlantic Salmon is attached.

11. Wild and Scenic Rivers. Any activity that occurs in a component of, or within 0.25 miles up or downstream of the main stem or tributaries of a river segment of the National Wild and Scenic River System, must be reviewed by the Corps under the screening procedures of this PGP. This condition applies to both designated Wild and Scenic Rivers and rivers designated by Congress as Study Rivers for possible inclusion while such rivers are in an official study status. Currently, Wildcat Brook from its headwaters to the confluence with the Ellis River and the Lamprey River from the West Epping Dam to the confluence with the Piscassic River are designated as Wild and Scenic Rivers in the State of New Hampshire.

12. Navigable Waters (Section 10). Includes all tidal waters and their tributaries to the head of tide; Merrimack River from the Massachusetts-New Hampshire State line to Concord; Lake Umbagog within the State of New Hampshire; Connecticut River to Pittsburg, New Hampshire.

13. Federal Navigation Project. Any structure or work that extends closer to the horizontal limits of any Corps navigation project than a distance of three times the project's authorized depth (see attached map for locations of these projects) shall be reviewed under the screening procedures and shall be subject to removal at the owner's expense prior to any future Corps dredging or the performance of periodic hydrographic surveys.

14. Navigation. There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein, and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein. This includes activities listed in Appendix A.

MINIMIZATION OF ENVIRONMENTAL IMPACTS:

15. Minimization. Discharges of dredged or fill material into waters of the United States shall be avoided and minimized to the maximum extent practicable.

16. Work in Wetlands. Heavy equipment working in wetlands shall be avoided if possible. If such work is unavoidable, when site conditions are such that rutting, soil compaction, erosion or other disturbance would result, equipment shall be placed on mats or other measures taken such as delaying work until frozen or dry ground conditions exist, to minimize adverse effects to soil and vegetation. Disturbed areas in wetlands shall be restored to preconstruction contours and conditions upon completion of the work.

17. Temporary Fill. Temporary fill in waters and wetlands authorized by this PGP (e.g. access roads, cofferdams) shall be properly stabilized during use to prevent erosion. In addition, temporary fill in tidal, navigable or inland waters of the U.S. should consist of a material that minimizes impacts to water quality (e.g. sandbags or clean, gravel and/or stone). Temporary fill in wetlands shall be placed on geotextile fabric which is laid on the existing wetland grade. Temporary fills shall be disposed of at an upland site and suitably contained to prevent erosion and/or transport to a waterway or wetland. All areas of temporary fill shall be restored to their original elevations.

18. Sedimentation and Erosion Control. Adequate sedimentation and erosion control management measures, practices and devices, such as phased construction, vegetated filter strips, geotextile silt fences or other devices, shall be installed and properly maintained to reduce erosion and retain sediment onsite during and after construction. They shall be capable of preventing erosion, of collecting sediment, suspended and floating materials, and of filtering fine sediment. These devices shall be removed upon completion of work and the disturbed areas shall be stabilized. The sediment collected by these devices shall be removed and placed at an upland location, in a manner that will prevent its later erosion into a waterway or wetland. All exposed soil and other fills shall be permanently stabilized at the earliest practicable date.

19. Waterway/Wetland Crossings.

(a) All temporary and permanent crossings of waterbodies and wetlands shall be suitably culverted, bridged, or otherwise designed to withstand and to prevent the restriction of high flows, to maintain existing low flows, and so as not to obstruct the movement of aquatic life indigenous to the waterbody beyond the actual duration of construction.

(b) No open trench excavation in flowing waters shall be allowed unless the activity is screened pursuant to the Minor Impact Project procedures and conditioned to protect the aquatic environment.

(c) Temporary bridges, culverts, or cofferdams shall be used for equipment access across streams (note: areas of fill and/or cofferdams must be included in total waterway/wetlands impacts to determine applicability of this general permit).

(d) For projects that meet the definition of a Minimum Impact Project, unconfined in-stream construction work shall be conducted during the low flow period of July 15 - October 1 in any year. Projects that are conducted outside of that time period do not qualify for Minimum Impact Project procedures under this PGP and shall be screened pursuant to Minor Impact Project procedures, regardless of the waterway and wetland fill and/or impact area.

20. Discharge of Pollutants. All activities involving any discharge of pollutants into waters of the United States authorized under this general permit shall be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the Clean Water Act (33 U.S.C. 1251), and applicable state and local laws. If applicable water quality standards, limitations, etc., are revised or modified during the term of this permit, the authorized work shall be modified to conform with these standards within 6 months of the effective date of such revision or modification, or within a longer period of time deemed reasonable by the District Engineer in consultation with the Regional Administrator of the Environmental Protection Agency. **Unless otherwise notified by the New Hampshire Department of Environmental Services,** applicants may presume that state water quality standards are met with the issuance of the Section 401 Water Quality Certification for this PGP (Applicable only to Section 404 activity), provided all PGP conditions have been met.

21. Spawning Areas . Discharges into known: a) fish and shellfish spawning or nursery areas; or b) amphibian and waterfowl breeding areas, during spawning or breeding seasons shall be avoided. Impacts to these areas shall be minimized to the maximum extent practicable during all other times of the year.

22. Storage of Seasonal Structures. Coastal structures such as pier sections, floats, etc., that are removed from the waterway for a portion of the year shall be stored in an upland location, located above mean high water and not in a vegetated wetland.

23. Environmental Values. The permittee shall make every reasonable effort to carry out the construction or operation of the work authorized herein in a manner so as to maintain as much as is practicable, and to minimize any adverse impacts on, existing fish, and wildlife, and natural environmental values.

PROCEDURAL CONDITIONS:

24. Inspections. The permittee shall allow the District Engineer or his authorized representative(s) to make periodic inspections at any time deemed necessary in order to ensure that the work is being performed in accordance with the terms and conditions of this permit. The District Engineer may also require post-construction engineering drawings for completed work, and post-dredging survey drawings for any dredging work.

25. Maintenance. The permittee shall maintain the work or structures authorized herein in good condition, including maintenance to ensure public safety. NOTE that this does not include maintenance of dredging projects.

26. Property Rights. This PGP does not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of Federal, state, or local laws or regulations.

27. Modification, Suspension, and Revocation. This PGP may be either modified, suspended, or revoked in whole or in part pursuant to the policies and procedures of 33 CFR 325.7; any such action shall not be the basis for any claim for damages against the United States.

28. Restoration. The permittee, upon receipt of a notice of revocation of authorization under this PGP, shall restore the wetland or waterway to its former conditions without expense to the United States, and as directed by the Secretary of the Army or his authorized representative. If the permittee fails to comply with such a directive, the Secretary or his designee may restore the wetland or waterway to its former condition, by contract or otherwise, and recover the cost from the permittee.

29. Special Conditions. The Corps may impose other special conditions on a project authorized pursuant to this PGP that are determined necessary to minimize adverse environmental effects or based on any other factor of the public interest. These may be based on concerns from a state or Federal resource agency. Failure to comply with all conditions of the authorization, including special conditions, will constitute a permit violation and may subject the permittee to criminal, civil, or administrative penalties or restoration.

30. False or Incomplete Information. If the Corps makes a determination regarding the eligibility of a project under this PGP, and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the permittee, the permit shall not be valid and the U.S. government may institute legal proceedings.

31. Changed Conditions. If prior to construction, conditions at the permitted site change due to natural occurrences or man-made actions, the Corps may determine to suspend, modify or revoke the permit.

32. Abandonment. If the permittee decides to abandon the activity under this PGP, unless such abandonment is merely the transfer of property to a third party, he/she may be required to restore the area to the satisfaction of the District Engineer.

33. Enforcement Cases. This general permit does not apply to any existing or proposed activity in Corps jurisdiction associated with a Corps of Engineers or EPA enforcement action until such time as the enforcement action is resolved or the Corps determines that the activity may proceed independently without compromising the enforcement action.

DURATION OF AUTHORIZATION/GRANDFATHERING:

34. Duration of Authorization. The expiration date for individual projects authorized under this PGP coincides with that of the State authorization for that particular project.

This PGP will expire on June 2, 2007, however, activities authorized under this PGP which are under construction or are under contract to begin construction in reliance upon this authorization will remain authorized provided the activity is completed within twelve months of June 2, 2007, unless:

- a) the PGP is either modified or revoked; or
- b) discretionary authority has been exercised in accordance with 33 CFR 325.2(e)(2).

Activities completed under this PGP will continue to be authorized by the PGP after the expiration date.

35. Previously Authorized Activities.

a) Projects that have received written authorization from the Corps under the Nationwide permits or under the previous New Hampshire PGP prior to issuance of this PGP shall remain authorized as specified in each authorization.

b) Non-reporting nationwide permit activities or NH PGP minimum impact activities which have commenced, (i.e., are under construction or are under contract to commence) prior to the issuance date of this PGP, remain authorized provided the activity is completed within twelve months of the date of issuance of this PGP. These activities are still subject to discretionary authority on a case-by-case basis in accordance with Condition 4. The applicant must be able to document to the satisfaction of the Corps that the project was under construction or contract by the appropriate date.

c) Activities authorized pursuant to 33 CFR Part 330.3 (activities occurring before certain dates) are not affected by this PGP.

Appendix A: Non-reporting Activities

* The placement of aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard.

* Fish and wildlife harvesting devices and activities such as pound nets, crab traps, crab dredging, eel pots, lobster traps, duck blinds, clam and oyster digging, and small fish attraction devices such as open water fish concentrators (sea kites, etc.) not constituting a hazard to navigation. This authorizes shellfish seeding provided this activity does not occur in wetlands or sites that support submerged vegetation (including sites where submerged aquatic vegetation is determined to exist, but may not be present in a given year). This does not authorize artificial reefs or impoundments and semi-impoundments of waters of the United States for the culture or holding of motile species such as lobster, or the use of covered oyster trays or clam racks.

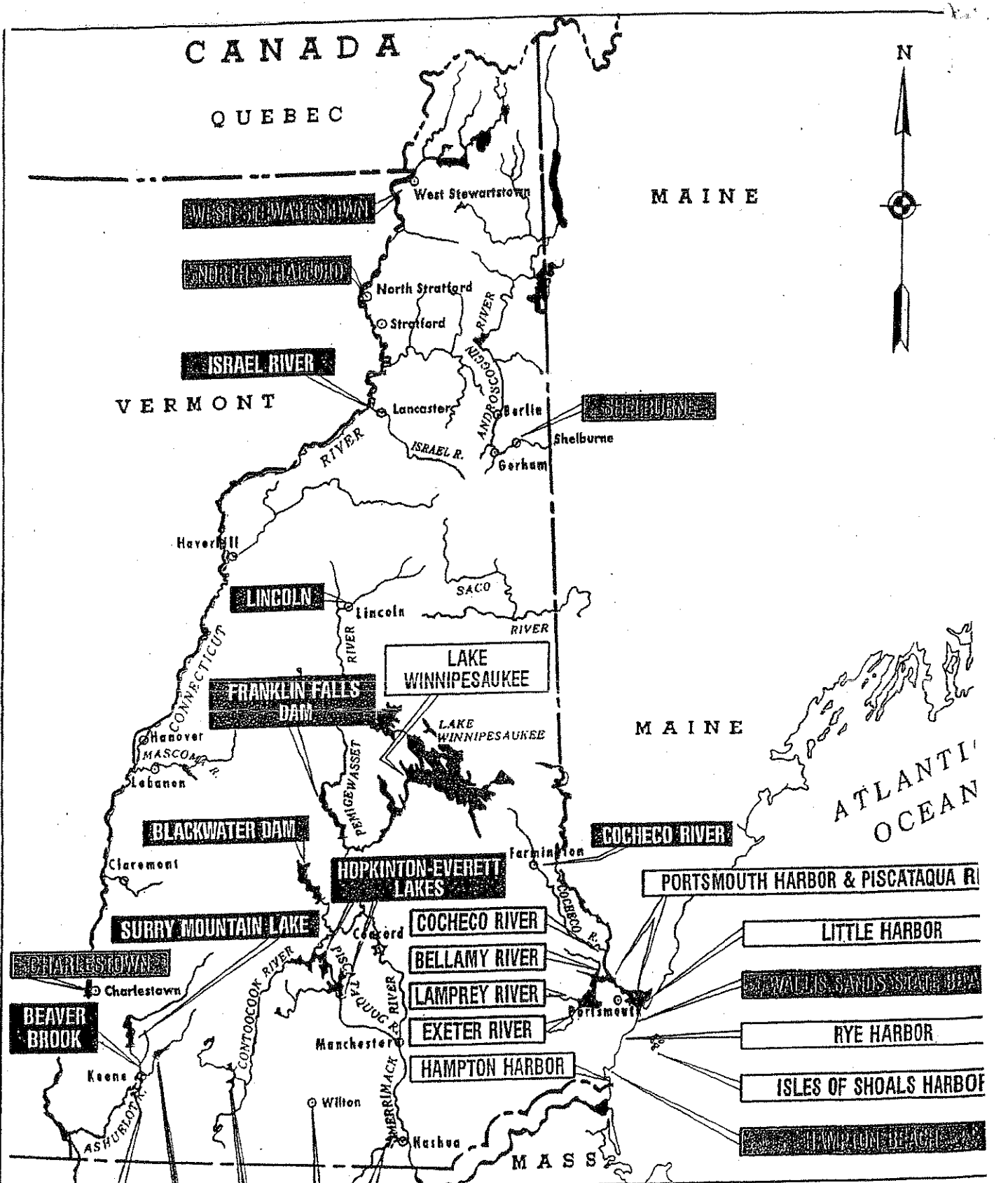
* Devices whose purpose is to measure and record scientific data such as staff gages, tide gages, water recording devices, water quality testing and improvement devices and similar structures. Small weirs and flumes constructed primarily to record water quantity and velocity are also authorized provided the discharge of fill is limited to 10 cubic yards and the structures do not restrict movement of aquatic species.

* Survey activities including core sampling, seismic exploratory operations, plugging of seismic shot holes, other exploratory-type bore holes and oil and gas test wells, soil survey and sampling, and historic resources surveys. Discharges and structures associated with the recovery of historic resources are not authorized. Drilling and the discharge of excavated material from test wells for oil and gas exploration are not authorized; Fill placed for roads, pads and other similar activities is not authorized, nor is any permanent structure.

* Structures, buoys, floats and other devices placed within anchorage or fleeting areas to facilitate moorage of vessels where such areas have been established for that purpose by the U.S. Coast Guard.

* Non-commercial, single-boat, mooring buoys not associated with any boating facility, and authorized by the local harbor master, provided it is not located in a Federal Navigation Project.

* Temporary buoys, markers, small floating docks, and similar structures placed for recreational use during specific events such as water skiing competitions and boat races or seasonal use, provided that such structures are removed within 30 days after use has been discontinued. At Corps of Engineers reservoirs, the reservoir manager must approve each buoy or marker individually.



CANADA

QUEBEC

MAINE

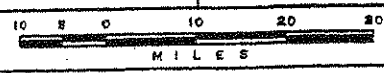
VERMONT

MAINE

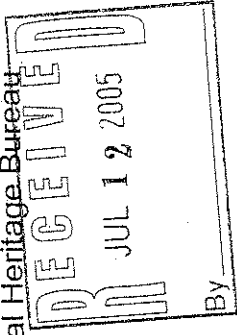
ATLANTIC OCEAN

Corps' Projects in New Hampshire

FLOOD DAMAGE REDUCTION	
NAVIGATION	
SHORE AND BANK PROTECTION	



ATTACHMENT 5
NATURAL HERITAGE BUREAU MEMORANDUM



Memo

To: Shari Colby, Division of Parks and Recreation
DRED

From: Heather Herrmann, NH Natural Heritage

Date: 3/25/2005

Re: Review by NH Natural Heritage Bureau of request dated 3/17/2005

NHB File ID: 4577

Project type: Dock

cc: Michael Marchand

Town: Portsmouth

Location: Portsmouth Canoe-Kayak Trail

I have searched our database for records of rare species and exemplary natural communities near the area identified in your request, with the following results. A species not listed by the state or the federal government as Threatened (T) or Endangered (E) has either been identified as a species of special concern in NH (W), or is rare enough in the state to be tracked by NH Heritage even though it has not yet been added to the official state list. An asterisk (*) indicates that the most recent report for that occurrence was more than 20 years ago.

Natural Community

High salt marsh

State Federal

Notes

Threats to these communities are primarily alterations to the hydrology of the wetland (such as ditching or tidal restrictions that might affect the sheet flow of tidal waters across the intertidal flat) and increased input of nutrients and pollutants in storm runoff.

Plant species

Loesel's Twayblade (*Liparis loeselii**)

State Federal

Notes

This inconspicuous orchid occurs in a variety of wet, sunny habitats. Threats include succession (reforestation), habitat destruction (e.g., changes in local hydrology), and herbivory (including grazing by deer).

Tundra Alkali Grass (*Puccinellia tenella*
spp. langeana)

State Federal

Notes

Threats are primarily alterations to the hydrology of the wetland, such as ditching or tidal restrictions that might affect the sheet flow of tidal waters across the intertidal flat, activities that eliminate plants, and increased input of nutrients and pollutants in storm runoff.

Vertebrate species

Purple Martin (*Progne subis*)

State Federal

Notes

Contact Michael Marchand, NH Fish & Game Dept, at (603) 271-3016. NH F&G has legal authority over animals in New Hampshire.

Note: This letter does not constitute a review by NH Fish & Game, and although it is cc'd to Fish & Game you will not automatically receive such a review. You must contact Michael Marchand at (603) 271-3016 to request one.

Memo



NH Natural Heritage Bureau

A negative result (no record in our database) does not mean that a sensitive species is not present. Our data can only tell you of known occurrences, based on information gathered by qualified biologists and reported to our office. However, many areas have never been surveyed, or have only been surveyed for certain species. For some purposes, including legal requirements for state wetland permits, the fact that no species of concern are known to be present is sufficient. However, an on-site survey would provide better information on what species and communities are indeed present.

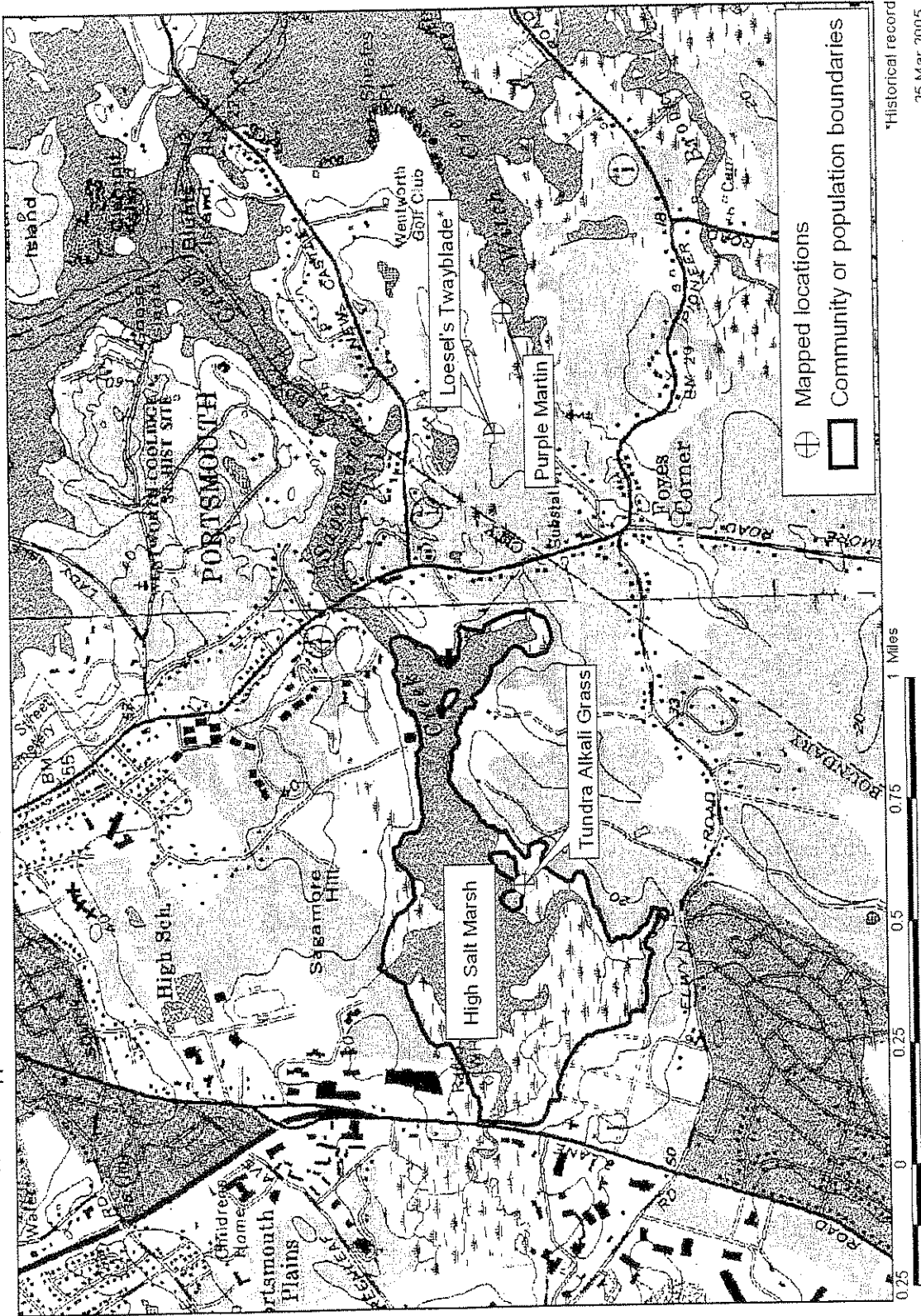
Department of Resources and Economic Development
Division of Forests and Lands
(603) 271-3623 fax: 271-6488

DRED/NHB
PO Box 1856
Concord NH 03302-1856

NHB: 4577

Known locations of rare species and exemplary natural communities

Note: Mapped locations are not always exact. Occurrences that are not in the vicinity of the project are not shown.



1:18000

*Historical record

25 Mar 2005

New Hampshire Natural Heritage Bureau - Plant Record

Tundra Alkali Grass

*Puccinellia tenella ssp. langeana*Legal Status

Federal: Not listed
 State: Listed Endangered

Conservation Status

Global: Not ranked (need more information)
 State: Critically imperiled due to rarity or vulnerability

Description at this Location

Conservation Rank: Good quality, condition and lanscape context ('B' on a scale of A-D).
 Comments on Rank:

Detailed Description: 1997: Ca. 50-100 ramets observed, all in flower, of normal vigor.

General Area: 1997: Salt marsh community. Associated species include Suaeda linearis (southern sea-blite) and Plantago maritima ssp.juncoides (salt marsh plantain). P. maritima also occurs at the site.

Location

Survey Site Name: Urban Forestry Center
 Conservation Land: Urban Forestry Center. DRED (FO)

County: Rockingham USGS quad(s): Portsmouth (4307017)
 Town(s): Portsmouth Lat, Long: 430258N, 0704539W
 Size: 2.8 acres Elevation: 10 feet

Precision: Within (but not necessarily restricted to) the area indicated on the map.

Directions: [From Portsmouth, take Rte 1 south. After crossing Sagamore Creek, turn left on Elwyn Road.] Park at Urban Forestry Center on the left. Population is at NE corner of east island.

Dates documented

First observation: 1997-06-18 Last observation: 1997-06-18

Nichols, Bill. 1997. Field survey to Sagamore Creek on June 18.

New Hampshire Natural Heritage Bureau - Plant Record

Loesel's Twayblade

Liparis loeselii

<u>Legal Status</u>	<u>Conservation Status</u>
Federal: Not listed	Global: Demonstrably widespread, abundant, and secure
State: Listed Threatened	State: Imperiled due to rarity or vulnerability

Description at this Location

Conservation Rank: Historical records only - current condition unknown.
 Comments on Rank: 'EXTIRPATED' BASED ON NOTE IN THE DIRECTIONS FIELD ABOUT DREDGE SPOILS. ACTUAL DATE UNKNOWN.

Detailed Description: 1968: NO DETAILS.

General Area:

Location

Survey Site Name: Quarry Pond
Conservation Land:

County: Rockingham	USGS quad(s): Kittery (4307016)
Town(s): Rye	Lat, Long: 430300N, 0704433W
Size: 2.8 acres	Elevation: 20 feet

Precision: Within (but not necessarily restricted to) the area indicated on the map.

Directions: RYE-PORTSMOUTH TOWN LINE. WET MARGIN OF QUARRY POND AND WENTWORTH HOUSE POND. SITE DESTROYED BY DUMPING DREDGE SPOILS.

Dates documented

First observation: 1968-08	Last observation: 1968-08
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New Hampshire Natural Heritage Bureau - Animal Record

Purple Martin*Progne subis***Legal Status**

Federal: Not listed
 State: Listed Endangered

Conservation Status

Global: Demonstrably widespread, abundant, and secure
 State: Not ranked (need more information)

Description at this Location

Conservation Rank: Not ranked
 Comments on Rank:

Detailed Description: 2003: 1 adult male, 1 adult female, 1 immature, sex unknown (Obs_id 780).

General Area: 2003: Terrestrial: grassland / field (Obs_id 780).

Comments: 2003: Colony active for probably only the last 3-4 years. No previous data on size. Pair in 2003 was feeding one nearly fledged young (Obs_id 780).

Location

Survey Site Name: Witch Creek
 Conservation Land:

County: Rockingham
 Town(s): Rye
 Size: 2.6 acres

USGS quad(s): Kittery (4307016)
 Lat, Long: 430259N, 0704416W
 Elevation:

Precision: Within (but not necessarily restricted to) the area indicated on the map.

Directions: 2003: Wentworth Golf Course. West of small bridge over Witch Creek and on north shore of creek (Obs_id 780).

Dates documented

First observation: 2003-06-03

Last observation: 2003-07-24

New Hampshire Natural Heritage Bureau - Community Record

High salt marsh

Legal Status	Conservation Status
Federal: Not listed	Global: Not ranked (need more information)
State: Not listed	State: Rare or uncommon

Description at this Location

Conservation Rank: Good quality, condition and lanscape context ('B' on a scale of A-D).
 Comments on Rank:

Detailed Description: 1997: Dominated by the perennial grass *Spartina patens* (salt-meadow cord-grass). Covered more area than the low salt marsh. This zone had the highest species richness within the high marsh and included *Solidago sempervirens* (seaside goldenrod), *Festuca rubra* (red fescue), *Hierochloe odorata* (sweet grass), *Elytrigia repens* (quack-grass), *Ligusticum scoticum* (Scotch lovage), *Panicum virg atum* (switch-grass), *Aster novi-belgii* (New York aster), *Teucrium canadensis* (germander), *Sanguisorba canadensis* (Canadian burnet), *Spartina pectinata* (fresh-water cord-grass), *Carex hormathodes* (necklace sedge), and *Juncus arcticus* var. *littoralis* (shore rush). *Distichlis spicata* mixed with *S. patens*, growing at similar elevations on the high marsh or dominated in of the wetter, more poorly drained areas with *Triglochin maritimum* (arrow-grass). Some of these *Triglochin* (forb) pannes supported large numbers of the rare plants *Agalinis maritima* (salt-marsh gerardia) and *Salicornia bigelovii* (dwarf glasswort). *Spartina alterniflora* (short form) pannes occurred on less firm peat soils and appeared to be somewhat deeper, often larger, and saturated or flooded for longer periods than forb pannes.

General Area: 1997: Sagamore Creek is a relatively diverse, sizable, and significant estuary supporting good quality estuarine habitat. Three small, fair quality brackish marshes occurred landward of the high salt marsh. Low salt marsh, tidal creek bottoms, a saline/brackish intertidal flat, and an undifferentiated saline/brackish subtidal channel/bay bottom occur toward the channel. A population of *Puccinellia paupercula* var. *alaskana* (Alaskan goose-grass) was found on the cobbly shore of one of two "salt marsh islands" in the estuary. These islands were covered by hemlock-beech-oak-pine forest. Moderate residential and commercial development occurs particularly around the western lobe where Route 1 crosses the estuary. Estuarine tidal flow was evaluated as adequate for the salt marsh west of Route 1 and unaffected for the remainder of the marsh (USDA Soil Conservation Service 1994).

Location

Survey Site Name: Sagamore Creek
 Conservation Land:

County: Rockingham	USGS quad(s): Portsmouth (4307017)
Town(s): Portsmouth	Lat, Long: 430259N, 0704537W
Size: 169.5 acres	Elevation: 4 feet

Precision: Within (but not necessarily restricted to) the area indicated on the map.

Directions: Park at Urban Forestry Center on Elwyn Road.

**ATTACHMENT 6
LABOR AND MATERIAL PAYMENT BOND**

LABOR AND MATERIAL PAYMENT BOND

(This format provided for convenience, actual Labor and Material Bond is acceptable in lieu, if compatible)

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

that _____

as Principal, hereinafter called Contractor, and _____
_____ (Surety Company) a corporation organized and existing under the laws of the State
of

_____ and authorized to do business in the State of New Hampshire hereinafter called Surety,
are held and firmly bound unto the City of Portsmouth, N.H., hereinafter called Owner, for the use and benefit of
claimants as hereinbelow defined, in the amount of

_____ Dollars (\$ _____), for the payment whereof Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, Principal has by written agreement dated _____ entered into a contract with Owner
for

_____ in accordance with drawings and
specifications prepared by the Public Works Department, 680 Peverly Hill Road, Portsmouth, N.H. 03801, which
contract is by reference made a part hereof, and is hereinafter referred to as the Contract. hereinafter referred to as
the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Principal shall promptly make
payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the
performance of the Contract and for the hire of all equipment, tools, and all other things contracted for or used in
connection therewith, then this obligation shall be void, otherwise it shall remain in full force and effect, subject
however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the Principal or, with a subcontractor of the
Principal for labor, material, equipment, or other things used or reasonably required for use in the performance of the
Contract. "Labor and material" shall include, but not be limited to, that part of water, gas, power, light, heat, oil and
gasoline, telephone service or rental of equipment applicable to the Contract.

(2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every
claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after
the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by
such a claimant, may sue on this bond for the use of such claimant, prosecute the suit by final judgment for such sum
or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of
any such suit or any costs or expenses of any such suit, and Principal and Surety shall jointly and severally
indemnify, defend and hold the Owner harmless for any such suit, costs or expenses.

(3) No suit or action shall be commenced hereunder by any claimant:

LABOR AND PAYMENT BOND (continued)

(a) Unless Claimant, other than one having a direct contract with the Principal, shall have given notice to all the following:

The Principal, the Owner and the Surety above named, within six (6) calendar months after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of New Hampshire save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased all work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a State court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere. (4) The amount of this bond may be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

Signed and sealed this _____ day of _____, 20____.
In the presence of:

(Witness) (Principal) BY: _____
(Seal)

(Surety Company)

(Witness) (Title) BY: _____
(Seal)

Note:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized Officer or Officers.

If this bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his Power of Attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Agreement.