MAYOR & CITY COUNCIL OCEAN CITY

PROCUREMENT DEPARTMENT

BID DOCUMENT FOR

CANAL DREDGING

BID TIMELINE OF EVENTS
Pre-Bid Meeting: Wednesday, August 11, 2021 at 9:00 a.m. located at 214 65th Street, Ocean City, MD 21842
Last Day for Questions: Noon on Wednesday, August 18, 2021
Addendum: Close of Business Friday, August 20, 2021
Bid Submission Date: Monday, August 30, 2021 by 4:00 p.m.
Bid Submission Location: 301 N. Baltimore Ave. Room 230, Ocean City, MD 21842, Attn: City Manager
Bid Opening Date: Tuesday, August 31, 2021 at 1:00 p.m.
Bid Opening Location: Council Work Session 301 N. Baltimore Ave., Ocean City, MD
Ad Run: July 28, 2021

SECTION I: INTRODUCTION 4

1. PURPOSE 4
2. CLARIFICATION OF TERMS 4
3. QUESTIONS AND INQUIRIES 4
4. FILLING OUT BID DOCUMENTS 4
5. SUBMISSION OF BID DOCUMENTS 4
6. OPENING OF BID DOCUMENTS 5
7. ACCEPTANCE OR REJECTION OF BID DOCUMENTS 5
8. NOTICE TO VENDORS 6
9. PRE-BID MEETING 6

SECTION II: GENERAL INFORMATION 7

1. ECONOMY OF BID DOCUMENTS 7
2. RESPONSIBILITIES OF THE VENDOR 7
3. PROPRIETARY INFORMATION OR TRADE SECRETS 7
4. OWNERSHIP OF MATERIALS 7
5. CONTRACT AWARD 7
6. NOTICE TO PROCEED 8
7. AUDIT 8
8. NONPERFORMANCE 8
9. MODIFICATION OR WITHDRAWAL OF BID DOCUMENTS 8
10. DEFAULT 8
11. COLLUSION/FINANCIAL BENEFIT 8
12. TAX EXEMPTION 8
13. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION 8
14. STATUS OF VENDOR 9
15. APPLICABLE LAWS 9
16. SUSPENSION OR TERMINATION FOR CONVENIENCE 9
17. ADDENDUM 9
18. INSURANCE REQUIREMENTS 10
19. ASSIGNMENTS 10
20. INDEMNIFICATION 11
21. SAFETY 11
22. COMMUNICATION 11
23. UNDOCUMENTED WORKERS 11
24. PROTECTION OF WORK, PROPERTY AND PERSONS 11
25. SUPERVISION BY SUCCESSFUL VENDOR 11
26. CHANGES IN THE WORK 12
27. CHANGES IN CONTRACT PRICE 12
28. SUBCONTRACTING 12
29. AVAILABILITY OF FUNDS 12
30. CANCELLATION FOR UNAPPROPRIATED FUNDS 12
31. TOWN/STATE LICENSE REQUIREMENTS 12
32. FORCE MAJEURE 13
33. DEBRIEFING PROCESS 13
34. PROTESTS 13
35. FEDERAL TAX IDENTIFICATION NUMBER. 13
36. BID RESULTS 13
37. PAYMENT 13
38. INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES 13
39. BIDS ARE OFFERS 14
40. CONTINGENT BIDS 14
41. REPRESENTATIONS AND WARRANTIES 14
42. CONFLICT OF INTEREST 14
43. NO THIRD-PARTY BENEFICIARIES 14
44. TIME IS OF THE ESSENCE 14
45. ATTACHMENTS 14
46. MERGER 14

Section III: GENERAL CONDITIONS 15

1. DEFINITIONS 15

2. MATERIALS, WORK AND FACILITIES 15
3. INSPECTION AND TESTING 16
4. SURVEYS, PERMITS, REGULATIONS 16
5. PROTECTION OF WORK, PROPERTY AND PERSONS 16
6. SUPERVISION BY SUCCESSFUL VENDOR 16
7. CHANGES IN THE WORK 17
8. CHANGES IN CONTRACT PRICE 17
9. TIME FOR COMPLETION 17
10. TERMINATION FOR CONVENIENCE 17
11. SUSPENSION OF WORK, TERMINATION AND DELAY 17
12. INDEMNIFICATION 18
13. SEPARATE CONTRACTS 18
14. SUBCONTRACTING 19
15. FACILITIES MANAGER'S AUTHORITY 19
16. GUARANTY 19
17. SAFETY 19
18. COMMUNICATION 19
19. UNDOCUMENTED WORKERS 20
20. SUCCESSFUL VENDOR'S SCHEDULES 20
21. HAZARDOUS MATERIALS 20

SECTION IV: SUPPLEMENTAL GENERAL CONDITIONS 21

1. GENERAL 21
2. DRAWINGS AND SPECIFICATIONS 21
3. SAFETY 21
4. OTHER WORK BY THE TOWN 21
5. SURVEYS 21
6. TEMPORARY SERVICES 21
7. COMMUNICATION 21
8. UNDOCUMENTED WORKERS 21

FORM OF BID 22
REFERENCES 23
ADDENDA ACKNOWLEDGMENT 24
INDIVIDUAL PRINCIPAL 25
VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID 26
NON-COLLUSIVE AFFIDAVIT 27
NOTICE TO PROCEED 28
BID BOND 29
CONTRACT 30
SCOPE OF WORK 32

SECTION I: INTRODUCTION

1. PURPOSE
   1.1. The purpose of this Request for Bid is for the Mayor & City Council Ocean City ("Town") to contract for the Canal Dredging ("Work") and for said Work to be in conformity with the requirements contained herein ("Bid Document(s)").
2. CLARIFICATION OF TERMS
   2.1. Professional firms, organizations, or individuals that submit a bid for award of a contract ("Contract") are referred to as vendors ("Vendors") in this Bid Document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").
3. QUESTIONS AND INQUIRIES
   3.1. For information regarding Bid Documents and bidding requirements, please contact Catrice Parsons at cparsons@oceancitymd.gov or call 410-723-6647.
   3.2. Copies of the Bid Documents are available on the Town's website or by calling (410) 723-6643 during normal business hours.
4. FILLING OUT BID DOCUMENTS
   4.1. Use only forms supplied by the Town.
   4.2. Submit one (1) unbound original and one (1) bound copy.
   4.3. Bids Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document, (5) Individual Principal Document, (6) Vendor's Affidavit of Qualification to Bid (7) Non-Collusive Affidavit, (8) Signed addenda, if necessary, (9) Bid Bond.
   4.4. All blanks on the Bid Documents will need to be filled in electronically or manually in ink.
   4.5. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
   4.6. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
   4.7. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
   4.8. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible "Completed Bid Document" package.
   4.9. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the Town.
5. SUBMISSION OF BID DOCUMENTS
   5.1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a **sealed envelope**. The envelope will be addressed to the Mayor & City Council Ocean City, Attn: City Manager, 301 N. Baltimore Avenue Room 230, Ocean City, MD 21842 and will be identified with the Work name: **CANAL DREDGING** and the Vendor's name, address, and license number. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "**SEALED BID DOCUMENTS ENCLOSED-CANAL DREDGING**" on the face thereof.
      5.1.1. Sealed Bid Documents are due no later than Monday, August 30, 2021 at 4:00 p.m. and will be opened and read aloud at the Mayor and City Council Work Session held on Tuesday, August 31th, at 1:00 p.m. Bids are to be submitted to Mayor & City Council Ocean City, Attn: City Manager, 301 N. Baltimore Avenue Room 230, Ocean City, MD 21842.

5.2. Bid Documents will be deposited at the designated location prior to the time and date for receipt of Bid Documents as indicated in the Advertisement or Request for Bid, or any extension made by Addendum. Bid Documents received after the time and date for receipt will be returned unopened.

5.3. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Bid Documents reach the Town's office prior to the local time and date specified for receipt of Bid Documents. The Town will NOT BE RESPONSIBLE for any Bid Document delayed in the postal or other delivery service nor any late Bid Document, amendment, or request for withdrawal of Bid Document, received after the Bid Document submission date.

5.4. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.

5.5. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.

5.6. MINORITY VENDORS ARE ENCOURAGED TO PARTICIPATE.

5.7. All Vendor submitted Bid Documents will be valid for a minimum of sixty (60) days from the date of Bid Document opening. Vendors cannot withdraw their Bid Documents within sixty (60) days after the Bid Opening Date.

5.8. Email or faxed Bid Documents will not be accepted.

6. OPENING OF BID DOCUMENTS

6.1. Bid Documents received on time will be opened publicly and vendor's names and total costs will be read aloud for the record.

6.2. The Contract will be awarded or all Bid Documents will be rejected within sixty (60) days from the date of the Bid Document opening.

7. ACCEPTANCE OR REJECTION OF BID DOCUMENTS

7.1. Unless otherwise specified, the Contract will be awarded to the lowest price and to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Bid Documents, provided the Bid price is reasonable, does not exceed the funds available, and it is in the best interest of the Town to accept it. The Town reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the Town for any debt or contract.

7.2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.

7.3. Conditional or qualified bids will not be accepted.

7.4. In determining a Vendor's RESPONSIBILITY, the Town may consider the following qualifications, in addition to price:

7.4.1. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.

7.4.2. Character, integrity, reputation, experience and efficiency.

7.4.3. A minimum of Five (5) years providing the goods/services described in this Bid Document under the Vendor name that is submitting a Completed Bid Document, with references to validate this requirement.

7.4.4. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.

7.4.5. Previous and existing compliance with laws and ordinances relating to contracts with the Town and to the Vendor's employment practices.

7.4.6. Evidence of adequate insurance to comply with Contract terms and conditions.

7.4.7. Statement of current work load and capacity to perform/provide the Goods and/or Services.

7.4.8. Explanation of methods to be used in fulfilling the Contract.

7.4.9. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the Town.

7.5. In determining a Vendor's RESPONSIVENESS, the Town will consider whether the Bid Document conforms in all material respects to the Bid Documents. The Town reserves the right to waive any irregularities that may be in its best interest to do so.

7.6. The Town will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the Town. Irrespective of any of the foregoing, the Town will have the right to award the Contract in its own best interests.

8. NOTICE TO VENDORS

8.1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Work required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications including examination of site, review of drawings, and any Addenda. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Work to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

8.2. The Town will provide Vendors, prior to Bid Document Opening Date, all information which is pertinent to and delineates and describes the land owned and rights-of-way acquired or to be acquired.

8.3. The Successful Vendor will supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Town.

9. PRE-BID MEETING

9.1. A pre-bid meeting will be held on Wednesday, August 11th at 9:00 a.m., located at 214 65th Street, Ocean City, MD 21842 for questions concerning the Bid Documents.

END OF SECTION

SECTION II: GENERAL INFORMATION

1. ECONOMY OF BID DOCUMENTS
   1.1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.
2. RESPONSIBILITIES OF THE VENDOR
   2.1. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other Work furnished in the Bid Documents. The Vendor will perform the Work with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to Work of a similar nature.
   2.2. Neither the Town's review, approval or acceptance of, nor payment for, any of the Work required under the awarded Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, and the Vendor will be liable to the Town in accordance with applicable law for all damages to the Town caused by the Vendor's negligent performance of any of the Work furnished under the Contract.
   2.3. The rights of the Town provided for under the awarded Contract are in addition to any rights and remedies provided by law.
3. PROPRIETARY INFORMATION OR TRADE SECRETS
   3.1. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) provide a written statement detailing the reasons why protection is necessary. The Town reserves the right to ask for additional clarification prior to establishing protection.
4. OWNERSHIP OF MATERIALS
   4.1. Ownership of all material and documentation originated and prepared pursuant to the Bid Documents will belong exclusively to the Town and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction will not be subject to disclosure under the Freedom of Information Act. However, the Vendor must invoke the protections of this section and be in accordance with Section 3.1.
5. CONTRACT AWARD
   5.1. A written award by the Town to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the Town will have the right to award to the next responsible and responsive Vendor. The Successful Vendor will be required to execute the Contract within fourteen (14) calendar days from the date on the Notice of Award letter. The Town will send the Contract with the Notice of Award letter.
   5.2. Bid Documents and Contracts issued by the Town will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
   5.3. Town personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
   5.4. The Town reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Work should the Work size warrant it. Vendors will be encouraged to elaborate on their qualifications,

performance data, and staff expertise. Proprietary information from competing Vendors will not be disclosed to the public or to competitors.

6. NOTICE TO PROCEED
   6.1. The Town will issue a Notice to Proceed within ten (10) calendar days from the execution of the Contract. If for any reason the Notice to Proceed cannot be issued within ten (10) days, from the execution of the Contract, the Town and the Vendor, upon mutual agreement, will extend the Contract Time.
   6.2. If the Town does not issue the Notice to Proceed within the ten (10) day period or within the period mutually agreed upon, the Vendor may terminate the Contract without further liability on the part of either party.
7. AUDIT
   7.1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The Town, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.
8. NONPERFORMANCE
   8.1. The Town reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the Town. Failure to do so will be cause for withholding of payment for the Work. In addition, if deficiencies are not corrected in a timely manner, the Town may characterize the Successful Vendor as uncooperative, which may jeopardize future solicitations.
9. MODIFICATION OR WITHDRAWAL OF BID DOCUMENTS
   9.1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.
10. DEFAULT
    10.1. The Contract may be cancelled or annulled by the Town in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or its surety) will be liable to the Town for cost to the Town in excess of the defaulted Contract price.
11. COLLUSION/FINANCIAL BENEFIT
    11.1. The Vendor certifies that its Completed Bid Document is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same Work; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
    11.2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the Town, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the Town, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.
12. TAX EXEMPTION
    12.1. The Town is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendors doing business with the Town. Vendors are responsible for State Sales Tax of real property furnished and installed or constructed for the Town.
13. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

13.1. All Vendors are subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws. The Town encourages equal employment opportunity to businesses owned and controlled by minorities and women.

13.2. The Successful Vendor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Vendor further agrees that this nondiscriminatory agreement will be incorporated by the Vendor in all contracts entered into with suppliers of commodities and services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with the Contract.

14. STATUS OF VENDOR

14.1. The Vendor will be responsible to the Town for acts and omissions of their employees, subcontractors, and their agents and employees, and other persons performing portions of the Work under the Contract or other arrangement with the Vendor.

14.2. It is understood that the relationship of Vendor to the Town will be that of an "Independent Contractor." Nothing contained herein will be deemed or construed to (1) make the Vendor the agent, servant, or employee of the Town, or (2) create any partnership, joint venture, or other association between the Town and the Vendor.

15. APPLICABLE LAWS

15.1. Vendor will observe and comply with all applicable federal, state, and local laws and regulations in the performance of the Contract. The Contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.

16. SUSPENSION OR TERMINATION FOR CONVENIENCE

16.1. The Town will have the right, at any time by written notice, for its convenience, to suspend the Work under the Contract for such time as may be determined by the Town to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the Work without invalidating the provisions of the Contract.

16.2. The Town will have the right, at any time by written notice, for its convenience, to terminate the Work in whole or in part.

16.3. Any notice issued pursuant to Sections 16.1 and/or 16.2 will state the extent and effective date of such notice, except as otherwise directed, the Vendor will stop Work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontractors for materials, services, or facilities, except as necessary for the completion of such portion of the Work not terminated.

16.4. The Vendor, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting Work actually furnished pursuant to the Contract to the satisfaction of the Town and for which no previous invoice was submitted to the Town.

16.5. In the event of a termination, pursuant to Section 16.2, the Town will pay the Vendor's expenses verified by final invoice as set forth in Section 16.4 for the following:

16.5.1. Completed and acceptable Work executed in accordance with the Contract prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such Work;

16.5.2. Expenses sustained prior to the effective date of termination in performing Work and furnishing labor, materials, or equipment as required by the Contract in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit.

16.6. The Vendor will not be paid on account of loss of anticipated profits or revenues or for Work not completed prior to the date of termination of the Contract.

17. ADDENDUM

17.1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and

every request for any interpretation must be addressed to the Mayor & City Council Ocean City's Procurement Manager and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of Bid Documents.

17.2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Manager to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any Town employee that materially change any portion of the Bid Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.

17.3. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.

17.4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the Town intends to issue an amendment reflecting an oral statement made by any employee, contact the Mayor & City Council Ocean City's Procurement Manager during normal business hours.

17.5. The Mayor & City Council Ocean City's Procurement Manager reserves the right to postpone the Bid Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

18. INSURANCE REQUIREMENTS

18.1. Unless otherwise required by Special Conditions for this Bid Document the Successful Vendor will be required to purchase and maintain during the life of the Contract the following types and amounts of insurance (minimum).

18.1.1. Commercial General Liability: $1,000,000 (One million dollars) per occurrence $2,000,000 (Two million dollars) aggregate for bodily injury and property damage. The Town must be named as an additional insured and the Insurance Certificate furnished to the Town will indicate such coverage.

18.1.2. Commercial Automobile: $1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.

18.2. The Successful Vendor will provide the Town with certificates of insurance evidencing the coverage required above. Such certificates will provide that the Town be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Vendor will provide certificates of insurance before commencing Work in conjunction with these Bid Documents.

18.3. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Contract, will cause the Successful Vendor to be in Default, and will operate as an immediate termination thereof. The Town reserves the right to require higher limits on any Contract. A thirty (30) day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Procurement Manager at the address listed in this Bid Document. The Successful Vendor agrees to be responsible for, indemnify, defend and hold harmless the Town, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with the Work performed under these Bid Documents including, but not limited to, claims under the Worker's Compensation Act.

18.4. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE SUCCESSFUL VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE SUCCSSFUL VENDOR IN THESE BID DOCUMENTS, OR FOR WHICH THE SUCCESSFUL VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.

19. ASSIGNMENTS

19.1. Neither the Successful Vendor nor the Town will sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, or its obligations thereunder, without the written consent of the other party.

20. INDEMNIFICATION
    20.1. The Successful Vendor will indemnify and hold harmless the Town and the Town's Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and caused in whole or in part by any negligent or willful act or omission of the Successful Vendor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Successful Vendor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
21. SAFETY
    21.1. The Successful Vendor will observe and abide by all safety and fire regulations of the Town. It will be the full responsibility of the Successful Vendor to maintain a safe work environment as well as ensure the safety of the public as pertaining to this Work. No part of a structure will be loaded in excess of design load.
22. COMMUNICATION
    22.1. If Vendor or Vendor's subcontractors employ, on the job site, employees who are unable to communicate by English language, Vendor will have on the job site, available during all working hours, a supervisor or foreman who can translate for purposes of communication with Town's representatives.
23. UNDOCUMENTED WORKERS
    23.1. Vendor hereby certifies that its hiring practices, at all times, comply with Federal statutes, rules and regulations relative to hiring of undocumented workers and illegal aliens.
24. PROTECTION OF WORK, PROPERTY AND PERSONS
    24.1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein.
    24.2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
    24.3. In emergencies affecting the safety of persons or the Work or property at the site, the Successful Vendor, without special instruction or authorization from the Town, will act to prevent threatened damage, injury or loss. Successful Vendor will give the Town prompt Written Notice of any significant changes in the Work or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.
25. SUPERVISION BY SUCCESSFUL VENDOR
    25.1. The Successful Vendor will supervise and direct the Work. Successful Vendor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Successful Vendor will employ and maintain on the Work site a qualified supervisor or superintendent who will have been designated in writing by the Successful Vendor as the Successful Vendor's representative at the site. The supervisor will have full authority to act on behalf of the Successful Vendor and all communications given

to the supervisor will be as binding as if to the Successful Vendor. The Supervisor will be present on the site at all times as required to perform adequate supervision and coordination of the Work.

26. CHANGES IN THE WORK
    26.1. The Town may at any time, as the need arises, order changes within the Scope of Services without invalidating the Contract. If such changes increase or decrease the amount due under the Bid Document, or in the Contract Time required for performance of the Work, an equitable adjustment will be authorized by Change Order.
    26.2. The Town, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Successful Vendor will proceed with the performance of any changes in the Work so ordered by the Town unless the Successful Vendor believes that such Field Order entitles it to a change in Contract Price and/or Time in which event it will give the Town's Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Successful Vendor will not execute such changes pending the receipt of an executed Change order or further instruction from the Town's Engineer.
27. CHANGES IN CONTRACT PRICE
    27.1. The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price will be determined by one or more of the following methods in the order of precedence listed below:
        27.1.1. Unit prices previously approved.
        27.1.2. An agreed lump sum.
        27.1.3. The actual cost for labor, direct overhead, materials, supplies equipment, and other services necessary to complete the Work. In addition there will be added an amount to be agreed upon but not to exceed fifteen (15%) percent of the actual cost of the Work to cover the cost of general overhead and profit.
28. SUBCONTRACTING
    28.1. The Successful Vendor may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty subcontractors.
    28.2. The Successful Vendor will not award Work to subcontractors, in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Town.
    28.3. The Successful Vendor will be fully responsible to the Town for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
    28.4. The Successful Vendor will cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Successful Vendor by the terms of the Bid Documents insofar as applicable to the Work of subcontractors and to give the Successful Vendor the same power as regards terminating any subcontract that the Town may exercise over the Successful Vendor under any provision of the Bid Documents.
    28.5. Nothing contained in the Contract will create any contractual relation between any subcontractor and the Town.
29. AVAILABILITY OF FUNDS
    29.1. The Contractual obligation of the Town under the Contract is contingent upon the availability of appropriated funds.
30. CANCELLATION FOR UNAPPROPRIATED FUNDS
    30.1. The obligation of the Town for payment to Vendor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the Contract into a subsequent fiscal period is subject to appropriation of funds.
31. TOWN/STATE LICENSE REQUIREMENTS
    31.1. Vendors will be licensed and qualified to do business in the area of expertise and will submit copied of all applicable licenses/certifications with the Completed Bid Document.

31.2. The Successful Vendor will be required to maintain the appropriate license and certificates throughout the term of the Contract.

31.2.1. Mayor & City Council Ocean City Business License

31.3. Any Vendor that submits a Completed Bid Document who is not properly licensed/certified at the time of the solicitation is submitted may be rejected.

32. FORCE MAJEURE

32.1. Neither party will be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

33. DEBRIEFING PROCESS

33.1. Unsuccessful Vendors, upon request and that responded to an Invitation to Bid will be provided a Vendor debriefing regarding the reasons that the solicitation submitted by the unsuccessful Vendor was not awarded the Services. The debriefing may occur five (5) business days after the Vendor request but prior to contract signatures.

33.2. The Procurement Department will hold one debriefing meeting with all Vendors who requested such.

34. PROTESTS

34.1. To ensure fairness to all Vendors and to promote open competition, the Town will actively follow-up and be consistent in responding to a Vendor's protest concerning contract awards.

34.1.1. The Vendor will submit to the Procurement Manager a written request for a protest meeting which will be received by the Procurement Department within 14 consecutive calendar days from the date of the contract award. The Vendor's letter will contain specific reasons and any supporting documentation for the reasons, describing why they have a concern with the award. If the letter does not contain this information, or if the Procurement Manager determines that a meeting would serve no useful purpose, then the Procurement Manager may, within 10 consecutive calendar days from the date of receipt of the letter, respond in writing to the Vendor and refuse the protest meeting request. Otherwise, the Procurement Manager must notify the protesting Vendor within the 10-calendar day period that a protest meeting will be scheduled.

34.1.2. If the protest meeting is granted, the Procurement Manager will attempt to schedule the meeting within 10 consecutive calendar days after receipt of the letter, or as soon as possible thereafter. Within 10 consecutive calendar days from the date of the protest meeting, the Procurement Manager will respond to the Vendor in writing with the decision.

35. FEDERAL TAX IDENTIFICATION NUMBER.

35.1. All Vendors must furnish upon request a federal tax identification number to the Town by way of a W9. Failure to provide this information could result in invoice payments being withheld.

36. BID RESULTS

36.1. Only Vendors who receive awards will be notified of results; unsuccessful Vendors will not be notified. Unsuccessful Vendors can visit the Town's website to see whom solicitations are awarded to.

37. PAYMENT

37.1. Solicitations which require payment in less than 30 days after receipt of invoice for Work, whichever is later, may be rejected.

38. INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES

38.1. The Town reserves the right to investigate the references and the past performance of any Vendor, including but not limited to the Vendor's performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers and Vendor so agrees to the aforementioned by listing references. The Town may postpone the award or execution of the contract after the announcement of the apparent Successful Vendor in order to complete its investigation and may take the results of its investigation into account when conducting evaluations. The Town reserves the right to reject any Completed Bid Document or to reject all Completed Bid Documents at any time prior to the Town's execution of contract if it is determined to be

in the best interest of the Town to do so.

39. BIDS ARE OFFERS
    39.1. The Completed Bid Document is the Vendor's offer to enter into a Contract pursuant to the terms and conditions specified in the Invitation to Bid, its Exhibits, and Addenda. The offer is binding on the Vendor for one hundred twenty (120) days. The Town's award of the Contract constitutes acceptance of the offer and binds the Vendor.
40. CONTINGENT BIDS
    40.1. Vendor will not make its Completed Bid Document contingent upon the Town's acceptance of Invitation to Bid, its Exhibits, or Addenda.
41. REPRESENTATIONS AND WARRANTIES
    41.1. Vendor represents and warrants that (1) Vendor has the power and authority to enter into and perform the Contract; (2) The individual signing for Vendor is authorized to execute this Contract on behalf of Vendor; (3) The Contract, when executed and delivered, will be a valid and binding obligation of Vendor, enforceable in accordance with its terms; (4) The work under the Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Vendor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Vendor's name, as it appears in the Contract, is Vendor's legal name, as it will appear in the Vendor's W-9, and if Vendor is an entity rather than an individual that the entity named in the Contract is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.
42. CONFLICT OF INTEREST
    42.1. Vendor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Vendor's full performance of the Contract. Vendor also covenants that in the performance of the Contract no person having any such interest will be employed. Vendor further covenants that its performance of the Contract will not cause any employee of the Town to violate the Town's Conflict of Interest Policy.
43. NO THIRD-PARTY BENEFICIARIES
    43.1. The Town and Vendor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or will be construed to give any benefit or right, whether directly or indirectly, to third persons unless such persons are individually identified by name and expressly described in the Contract as intended beneficiaries.
44. TIME IS OF THE ESSENCE
    44.1. Vendor agrees that time is of the essence under the Contract.
45. ATTACHMENTS
    45.1. All attachments, addenda, schedules and exhibits which are referred to in the Contract are incorporated in the Contract.
46. MERGER

    46.1. THE CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED IN THE CONTRACT REGARDING THE CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THE CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. VENDOR, BY THE SIGNATURE TO THIS CONTRACT OF ITS AUTHORIZED EPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND VENDOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

END OF SECTION

Section III: GENERAL CONDITIONS

1. DEFINITIONS-Wherever used in the BID DOCUMENTS, the following terms will have the meanings indicated which will be applicable to both the singular and plural thereof.
   1.1. Addendum - written or graphic instruments issued prior to the execution of the Contract which modifies or interprets the BID DOCUMENTS, DRAWINGS, and SCOPE OF SERVICES/SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
   1.2. Bid Documents – Documents that include Advertisement, Introduction, General Information, General Conditions, Supplemental General Conditions, Form of Bid, Bid Bond, Performance and Payment Bond, References, Exceptions, Individual Principal, Vendor's Affidavit of Qualification to Bid, Non-Collusive Affidavit, Notice of Award, Notice to Proceed, Change Order, Drawings, Scope of Services and Addendum.
   1.3. Change Order - A written order to the Vendor authorizing an addition, deletion or revision in the Work within the general scope of the Bid Documents, or authorizing an adjustment in the Contract Price or Contract Time.
   1.4. Completed Bid Documents- the Vendor's offer submitted on the prescribed form(s) setting forth the prices for the work/services to be performed.
   1.5. Contract Price - The total monies payable to the Vendor under the terms and conditions of the Contract.
   1.6. Contract Term - The number of calendar days stated in the Bid Documents for the completion of the Work
   1.7. Notice of Award - The written notice of the acceptance of the Completed Bid Documents from the Town to the Successful Vendor.
   1.8. Notice to Proceed - Written communication issued by the Town to the Vendor authorizing them to proceed with the Work and establishing the date of commencement of the Work.
   1.9. Scope of Services - A part of the Bid Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
   1.10. Units – Individual pieces of equipment as defined above.
   1.11. Work - All labor necessary to complete this project as required by the Bid Documents and all materials and equipment incorporated in the work.
   1.12. Sub-contractor - An individual, firm or corporation having a direct contract with the Vendor or with any other Sub-contractor for the performance of a part of the Work at the site.
   1.13. Written Notice - Any notice to any party of the Contract relative to any part of the Contract in writing and considered delivered and the Work thereof completed, when posted by certified or registered mail to the said party at its last given address, or delivered in person to said party or its authorized representative on the Work.
2. MATERIALS, WORK AND FACILITIES
   2.1. It is understood that, except as otherwise specifically stated in the Bid Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other work and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.
   2.2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Services. Stored materials and equipment to be incorporated in the Services will be located so as to facilitate prompt inspection.
   2.3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
   2.4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the Town.

2.5. Materials, supplies or equipment to be incorporated into the Services will not be purchased by the Successful Vendor or the subcontractor subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.

3. INSPECTION AND TESTING
   3.1. All materials and equipment used in the Services will be subject to adequate inspection and testing in accordance with generally accepted standard, as required and defined in the Bid Documents.
   3.2. The Successful Vendor will provide at its expense the testing and inspection required by the Bid Documents.
   3.3. If the Bid Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Services to specifically be inspected, tested, or approved by someone other than the Successful Vendor, the Successful Vendor will give the Town timely notice of readiness. The Successful Vendor will then furnish the Town the required certificates of inspection, testing or approval.
   3.4. Inspections, tests or approvals by the Town or others will not relieve the Successful Vendor from its obligations to perform the Services in accordance with the requirements of the Bid Documents.
   3.5. The Town's representative will at all times have access to the Services. In addition, authorized representatives and agents of any participating Federal or State Agency will be permitted to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records. The Successful Vendor will provide proper facilities for such access and observation, inspection or testing thereof.
   3.6. If any Services are covered contrary to the written instructions of the Town it must, if requested by the Town, be uncovered for its observation and replaced at the Successful Vendor's expense.
   3.7. If the Town considers it necessary or advisable that covered Services be inspected or tested by others, the Successful Vendor, at the Town's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Town may require, that portion of the Services in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such Service is defective, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order will be issued.
4. SURVEYS, PERMITS, REGULATIONS
   4.1. Permits and licenses of a temporary nature necessary for the processing of the Services will be secured and paid for by the Successful Vendor unless otherwise stated in this Bid Document.
5. PROTECTION OF WORK, PROPERTY AND PERSONS
   5.1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services. Successful Vendor will take all necessary precautions and programs in connection with the Services. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Services and all materials or equipment to be incorporated therein, whether in storage on/off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
   5.2. In emergencies affecting the safety of persons or the Services or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the Town, will act to prevent threatened damage, injury or loss. Successful Vendor will give the Town prompt Written Notice of any significant changes in the Services or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.
6. SUPERVISION BY SUCCESSFUL VENDOR
   6.1. The Successful Vendor will supervise and direct the Services. Successful Vendor will be solely responsible for the means, methods, techniques, sequences and procedures of the Services. Successful Vendor will employ and maintain on the work site a qualified supervisor or superintendent who will have been designated in writing by the Successful Vendor as the Successful Vendor's representative at the site. The

supervisor will have full authority to act on behalf of the Successful Vendor and all communications given to the supervisor will be as binding as if to the Successful Vendor. The Supervisor will be present on the site at all times as required to perform adequate supervision and coordination of the Work.

7. CHANGES IN THE WORK
   7.1. The Town may at any time, as the need arises, order changes within the Scope of Services without invalidating the Contract. If such changes increase or decrease the amount due under the Bid Document, or in the Contract Time required for performance of the Services, an equitable adjustment will be authorized by Change Order.
   7.2. The Town, also, may at any time, by issuing a Field Order, make changes in the details of the Services. The Successful Vendor will proceed with the performance of any changes in the Services so ordered by the Town unless the Successful Vendor believes that such Field Order entitles it to a change in Contract Price and/or Time in which event it will give the Town Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Successful Vendor will not execute such changes pending the receipt of an executed Change order or further instruction from the Town.
8. CHANGES IN CONTRACT PRICE
   8.1. The Contract Price may be changed only by a Contract Amendment if agreed to by both parties. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price will be determined by one or more of the following methods in the order of precedence listed below:
      8.1.1. Unit prices previously approved.
      8.1.2. An agreed lump sum by both parties.
      8.1.3. Contract price increases, if any, will only be done on an annual basis and must be supported with documentation from either the Consumer Pricing Index or the Producer Pricing Index.
      8.1.4. The actual cost for labor, direct overhead, materials, supplies equipment, and other work necessary to complete the Services. In addition, there will be an added amount to be agreed upon but not to exceed five (5%) percent of the actual cost of the Services.
9. TIME FOR COMPLETION
   9.1. The date of beginning and the time for completion of the Services is essential conditions of the Bid Documents. Services will be commenced on the date specified in the Contract.
   9.2. The Successful Vendor will proceed with the Services at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Successful Vendor and the Town, that the Contract Time for the completion of the Services described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Services.
10. TERMINATION FOR CONVENIENCE
   10.1. The Town may terminate the Contract, in whole or in part, at any time by written notice to Successful Vendor. The Successful Vendor will be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The Successful Vendor will promptly submit its termination claim to the Town to be paid.
11. SUSPENSION OF WORK, TERMINATION AND DELAY
   11.1. If the Successful Vendor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Successful Vendor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if it repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Services or if it disregards the authority of the Town, or if it otherwise violates any provision of the Bid Documents, then the Town may, without prejudice to any other right or remedy and after giving the Successful Vendor and its surety a minimum of ten (10) days from delivery of a Written Notice, terminate the Work of the Successful Vendor and finish possession of the Services and of all materials, equipment, tools, construction equipment, and all machinery thereon

owned by the Successful Vendor will not be entitled to receive any further payment until the Services are finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Services, including compensation for additional professional Services, such excess will be paid to the Successful Vendor. If such costs exceed such unpaid balance, the Successful Vendor will pay the difference to the Town. Such costs incurred by the Town will be determined by the Town and incorporated in a Change Order.

11.2. Where the Successful Vendor's Services have been so terminated by the Town, said termination will not affect any right of the Town against the Successful Vendor then existing or which may thereafter accrue. Any retention or payment of monies by the Town due the Successful Vendor will not release the Successful Vendor from compliance with the Bid Documents.

11.3. After ten (10) days from delivery of a Written Notice to the Successful Vendor from the Town, may, without prejudice to any other right or remedy, elect to abandon the Services and terminate the Contract. In such case, the Successful Vendor will be paid for all Services executed and any expense sustained plus reasonable profit.

11.4. If, through no act or fault of the Successful Vendor, the Services are suspended for a period of more than ninety (90) days by the Town or under an order of court or other public authority, or the Town fails to act on any request for payment within thirty (30) days after it is submitted, or the Town fails to pay the Successful Vendor substantially the sum approved or awarded by arbitrators within thirty (30) days after it is submitted, or the Town fails to pay the Successful Vendor substantially the sum approved by the Town or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Successful Vendor may, after ten (10) days from delivery of a Written Notice to the Town, terminate the Contract and recover from the Town payment for all Services executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Town has failed to act on a request for payment or if the Town has failed to make any payment as aforesaid, the Successful Vendor may upon ten (10) days Written Notice to the Town stop the Services until it has been paid all amounts then due, in which event and upon resumption of the Services, Change Orders will be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the cost and delays attributable to the stoppage of the Services.

11.5. If the performance of all or any portion of the Services are suspended, delayed, or interrupted as a result of a failure of the Town to act within the time specified in the Bid Documents, or if no time is specified, within a reasonable time, an extension of the Contract Time will be made by Change Order. Extension of time will be the Successful Vendor’s exclusive remedy for any delay no matter how or by whom caused.

12. INDEMNIFICATION

12.1. The Successful Vendor will indemnify and hold harmless the Town and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and caused in whole or in part by any negligent or willful act or omission of the Successful Vendor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Successful Vendor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

13. SEPARATE CONTRACTS

13.1. The Town reserves the right to utilize other contracts in connection with this Services. The Successful Vendor will afford other Vendors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and will properly connect and coordinate its work of any other Successful Vendor, the Successful Vendor will inspect and promptly report to the Town any defects in such work that render it unsuitable for such proper execution and results.

13.2. The Town may perform additional work related to the Services by itself, or it may let other contracts containing provisions similar to these. The Successful Vendor will afford Vendors who are parties to such Contracts (or the Town, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and will properly connect and coordinate its work with theirs.

13.3. If the performance of additional work by other Vendors or the Town is not noted in the Bid Documents prior to the execution of the Contract, written notice thereof will be given to the Successful Vendor prior to starting any such additional work.

14. SUBCONTRACTING

14.1. The Successful Vendor may utilize the work of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

14.2. The Successful Vendor will not award Services to subcontractors(S), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Town.

14.3. The Successful Vendor will be fully responsible to the Town for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by them.

14.4. The Successful Vendor will cause appropriate provisions to be inserted in all subcontracts relative to the Services to bind subcontractors to the Successful Vendor by the terms of the Bid Documents insofar as applicable to the work of Subcontractors and to give the Successful Vendor the same power as regards terminating any subcontract that the Town may exercise over the Successful Vendor under any provision of the Bid Documents.

14.5. Nothing contained in the Contract will create any contractual relation between any Subcontractor and the Town.

15. FACILITIES MANAGER'S AUTHORITY

15.1. The Facilities Manager will act as the Town's representative during the Contract Term. He will decide questions which may arise as to quality and acceptability of materials furnished and Services performed. The Facilities Manager will make visits to the site and determine if the Services are proceeding in accordance with the Bid Documents.

15.2. The Successful Vendor will be held strictly to the intent of the Bid Documents in regard to the quality of materials, workmanship and execution of the Services.

15.3. The Facilities Manager will not be responsible for the means, controls, techniques, sequences, procedures, or work site safety.

16. GUARANTY

16.1. Successful Vendor will, unless otherwise indicated, guarantee all materials and equipment furnished and Services performed for a minimum of one (1) year from the date of installation. Successful Vendor warrants and guarantees for a minimum of one (1) year from the date of installation of the system that the completed system is free from all defects due to faulty materials or workmanship and the Successful Vendor will promptly make such corrections as may be necessary by reason of such defects. The Town will give notice of observed defects with reasonable promptness. In the event that the Successful Vendor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Town may do so and charge the Successful Vendor the cost thereby incurred.

17. SAFETY

17.1. The Vendor will observe and abide by all safety and fire regulations of the Town. It will be the full responsibility of the Vendor to maintain a safe work environment as well as ensure the safety of the public as pertaining to the Services.

18. COMMUNICATION

18.1. If Vendor or Vendor's subcontractors employ, on the job site, employees who are unable to communicate by English language, Vendor will have on the job site, available during all working hours, a supervisor or foreman who can translate for purposes of communication with Town's representatives.

19. UNDOCUMENTED WORKERS
    19.1. Vendor hereby certifies that its hiring practices, at all times, comply with Federal statutes, rules and regulations relative to hiring of undocumented workers and illegal aliens.
20. SUCCESSFUL VENDOR'S SCHEDULES
    20.1. The Successful Vendor will prepare and submit for the Town a Vendor Schedule for the Services. The Schedule will not exceed time limits current under the Contract, will be revised at appropriate intervals as required as the conditions of the Services, will be related to the entire project required by the Contract, and will provide for expeditious and practical execution of the Services.
21. HAZARDOUS MATERIALS
    21.1. The Vendor is responsible for compliance with the requirements of the Contract regarding hazardous materials. If the Vendor encounters a hazardous material or substance not addressed in the Contract, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including, but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Vendor, the Vendor will, upon recognizing the condition, immediately stop Services in an affected area and report the condition to the Town in writing. When the material or substance has been rendered harmless, Services in the affected area will resume upon written agreement of the Town and Vendor. By Change Order, the Contract Term will be extended appropriately and the Contract Sum will be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.
    21.2. To the fullest extent permitted by law, the Town will indemnify and hold harmless the Vendor and its Subcontractors from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of the Services in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Subsection 21.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Services itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the part seeking indemnity.
    21.3. If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing the Services as required by the Contract, the Town will indemnify the Vendor for all cost and expense thereby incurred.

SECTION IV: SUPPLEMENTAL GENERAL CONDITIONS

1. GENERAL
   1.1. These specifications are part of the Town's Bid Documents. All instructions herein apply to the Vendor and its Sub-contractors unless otherwise indicated. Before beginning any Work the Vendor will consult with the Town's Engineer as to proper excavating and grading, soil compaction, demolition, if any, and all other phases of carrying on and expediting construction. Before submitting Completed Bid Documents the Vendor will satisfy itself as to the nature and location of the Work, conformation of the ground, materials, tools, equipment and other facilities required before and during the Work, as well as general and local conditions which can affect the Work. The Town will not honor any "extras" for this Work. The Vendor will notify the Town's Engineer, twenty-four (24) hours in advance, of any Work to be conducted at times other than the standard workday. The Town's Engineer will approve or disapprove said Work during other than the standard workday.
2. DRAWINGS AND SPECIFICATIONS
   2.1. Specifications are to be used in conjunction with the drawings. Vendor will check the drawings for items which are included in the Work. Where variations exist between the specifications and drawings the Vendor will contact the Town's Engineer for a ruling. Work or materials required which are not directly or indirectly denoted in the drawings and/or specifications, but which, in the opinion of the Town's Engineer, are nevertheless necessary for the proper completion of the job, will be performed and furnished by the Vendor as fully as if particularly denoted. The Vendor will promptly call to the attention of the Town's Engineer any apparent contradiction or ambiguities between the drawings and specifications or other documents furnished by the Town or prepared by the Vendor or its Sub-contractors specifically for the Work, will become the sole property of the Town and they will be returned to the Town's Engineer at completion of the Work. Checking and approval by the Town's Engineer will not relieve the Vendor of any responsibility for errors, omissions or discrepancies on shop drawings.
3. SAFETY
   3.1. The Vendor will observe and abide by all safety and fire regulations of the Town. It will be the full responsibility of the Vendor to maintain a safe work environment as well as ensure the safety of the public as pertaining to this Work. No part of a structure will be loaded in excess of design load. All open holes, trenches, excavations and obstacles will be barricaded during non-working hours and lighted at night, to ensure the public safety.
4. OTHER WORK BY THE TOWN
   4.1. The Town may, at any time, employ others in maintaining or altering existing facilities and equipment in any other work at the job site. The respective rights of the various interests involved will be established by the Town's Engineer.
5. SURVEYS
   5.1. Vendor will be responsible for the accuracy of all lines and grades for all parts of the Work. Vendor will do all field work necessary to lay out and maintain the Work. Checking with the Town's Engineer for accuracy of the Vendor's work will not relieve the Vendor of its responsibility for its correctness.
6. TEMPORARY SERVICES
   6.1. The Vendor will pay for all fuel, electric current and water required for construction purposes unless otherwise stated in this Bid Document. Successful Vendor will provide a temporary toilet in a location directed by the Town's Engineer, for use by construction personnel.
7. COMMUNICATION
   7.1. If Vendor or Vendor's Sub-contractors employ, on the job site, employees who are unable to communicate by English language, Vendor will have on the job site, available during all working hours, a supervisor or foreman who can translate for purposes of communication with Town's representatives.
8. UNDOCUMENTED WORKERS
   8.1. Vendor hereby certifies that its hiring practices, at all times, comply with Federal statutes, rules and regulations relative to hiring of undocumented workers and illegal aliens.

FORM OF BID

To whom it may concern:

We, _____, organized and existing under the laws of the State of _____ doing business as a/an **sole proprietorship**/**partnership**/**corporation**, hereby submit our Completed Bid Documents for the Canal Dredging as indicated in the Bid Documents.

Having carefully examined and being in compliance with the Town's Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Completed Bid Documents and propose to perform all Work for the demolition of the Canal Dredging in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

Vendor hereby agrees to commence Work under the Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Work within one hundred twenty (120) consecutive calendar days thereafter, excluding June 01, 2021 through September 15, 2021 when no Work will be allowed.

If the Successful Vendor fails to complete the Work within the Contract Time, or extension of time granted by the Town, then the Successful Vendor will pay as liquidated damages to the Town $500.00 (five hundred dollars) for each consecutive calendar day thereafter as provided in Sub-Section 15 of Section III.

Base Bid Prices:			
Item Description	**Quantity**	**Unit Cost**	**Total Cost**
Stakeout	LS	-	
Dredging (Approximately 8,400 CY)	LS	-	
Dredge Material Placement (DMP) Site Work	LS	-	
		Total Base Bid	
Contingent Bid Items: For residential dredge locations. Prices bid per cubic yard including dredge, transport, disposal placement, and all incidentals will be valid for the range of quantities shown.			
Residential Dredging			$_____/cy

NOTE: THIS BID FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS BID TO BE CONSIDERED VALID.

NOTE: Completed Bid Documents will include all applicable fees.

TOTAL BASE BID _____

(EXPRESSED ALPHANUMERICALLY)

Respectfully submitted,

_____ _____

Signature License Number

_____

_____

Address

_____ _____

Title Date (Affix Corporate Seal)

REFERENCES

List three (3) references for similar Work successfully completed in the last 12-36 months. Include contact name, address, telephone number and goods sold.

Company Name:		Company Name:	
Type of Work:		Type of Work:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Date of Service:		Date of Service:	
Company Name:			
Type of Work:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Date of Service:			

_____ _____

Sign for Identification Printed Name

ADDENDA ACKNOWLEDGMENT

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

Number	**Date**	**Initials**
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ _____

Sign for Identification Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip

_____

Telephone No.: _____ Fax: _____

****

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

****

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
President Witness

Attest: _____
Corporate Secretary

..... Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)
_____
_____

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

_____
_____
_____

I acknowledge that this affidavit is to be furnished to the Town, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

_____ _____
Sign for Identification Printed Name

NON-COLLUSIVE AFFIDAVIT

_____being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Printed Name

_____
Title

NOTICE TO PROCEED

To: Date:

Work: Canal Dredging

You are hereby notified to commence WORK in accordance with the Contract dated_____ on or before _____ you are to complete the WORK within one hundred twenty (120) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2021.

MAYOR & CITY COUNCIL OCEAN CITY
BY_____
Paul B. Mauser, P.E.
Engineering Manager

NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____,

this _____day of _____, 2021.

By_____

Title_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Surety, are hereby held and firmly bound unto THE MAYOR & CITY COUNCIL OCEAN CITY as Town in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to _____ certain BID DOCUMENTS, attached hereto and hereby made a part hereof to enter into a contract in writing, for Canal Dredging.

NOW, THEREFORE,

(a) If said BID DOCUMENTS will be accepted and the Principal will execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said BID DOCUMENTS) and will furnish a BOND for its faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and will in all other respects perform the Contract created by the acceptance of said BID DOCUMENTS, then this obligation will be void, otherwise the same will remain in force and effect; it being expressly understood and agreed that the liability for the Surety for any and all claims hereunder will, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND will be in no way impaired or affected by any extension of the time within which the TOWN may accept such BID DOCUMENTS; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____
Principal

_____
Surety

_____
By
IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Maryland.

CONTRACT

THIS CONTRACT, made this _____day of _____, 2021, by and between The Mayor & City Council Ocean City, hereinafter called 'Town' and _____ doing business as (an individual), (a partnership), or (a corporation) hereinafter called 'Successful Vendor'.

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the construction of the Canal Dredging.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction of the Work described herein.
3. Successful Vendor will commence the Work required by the Contract Documents within fourteen (14) calendar days after the date of the Notice to Proceed and will complete the same within one hundred twenty (120) calendar days unless the period for completion is extended otherwise by the Contract Documents.
4. Successful Vendor agrees to perform all of the Work described in the Bid Documents and comply with the terms therein for the sum of $_____ (_____) or as shown in the Form of Bid.
5. The term 'Contract Documents' means and includes the following:
    - Advertisement
    - Section I - Introduction
    - Section II - General Information
    - Section III - General Conditions
    - Section IV - Supplemental General Conditions
    - Form of Bid
    - References
    - Addenda Acknowledgement
    - Individual Principal
    - Vendor's Affidavit of Qualification to Bid
    - Non-Collusive Affidavit
    - Notice of Award
    - Notice to Proceed
    - Bid Bond
    - (2021.03.29) Canal 10_Construction Plans
    - (2019.11.05) DMP Site_SEC and SWM Plans (Signed, East Side)
    - (2020.09.01) Canal 10_Soil Boring Reports
    - (2020.09.17) Canal 10_Chemical Testing
    - (2019.12.05) DMP Site_NPDES General Permit
    - (2024.03.09) Canal Dredging_MDE Permit (Canal 10)
    - (2026.12.31) Canal Dredging_ACE Permit (Canal 10)
    - Performance and Payment Bond(s)
    - Specifications
    - Field Order
    - Change Order
    - ADDENDA __, dated _____.
6. The Town will pay the Successful Vendor in the manner and at such times as set forth in the Bid Documents.
7. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

VENDOR:	TOWN:
_____	_____
BY_____	BY_____
	Douglas R. Miller
	CITY MANAGER
NAME_____	
TITLE_____	
(SEAL)	(SEAL)
ATTEST_____	ATTEST_____
NAME_____	NAME_____

SCOPE OF WORK

1. General:
   1.1. Scope of Work: The Scope of Work for Canal Dredging includes, in general, all dredging, offloading, transport, placement, and grading for the Work per the Plans, permit conditions, and specifications.
   1.2. Worksite Safety: Successful Vendor will take appropriate safety precautions at all times while performing work.
   1.3. Marine Contractor: Successful Vendor must be a Marine Contractor licensed in the State of Maryland.
   1.4. Project Permits & Approvals:
      1.4.1. Army Corps of Engineers (ACE):
      Department of the Army (DA) permit, NAB-2020-61455 (Town of Ocean City Maryland/Dredging), dated 2021.03.25, expires 2026.12.31.
      1.4.2. Maryland Department of the Environment (MDE):
      Permit 20-WP-0979, dated 2021.03.09, expires 2024.03.09.
      1.4.3. MDE General Permit for Stormwater Associated with Construction Activity:
      State Discharge Permit Number: MDRCX01Y1, dated 2019.12.05.
      1.4.4. Private Agreement with Property Owner of DMP Site: per Town records.
   1.5. Project Duration: The Project Duration is 120 Calendar Days from issuance of the Notice to Proceed (NTP). Weather related delays (as determined by Town staff) are not charged against the Project Duration.
   1.6. Project Schedule: Within 5 days of receiving the NTP from the Town, the Successful Vendor will provide a Project Schedule for approval by the Town's Engineering Department.
   1.7. Work Hours: Work hours will be between the hours of 7:00AM to 5:00PM, Monday through Friday. Extended hours require approval of Town's Engineering Department.
   1.8. Other Vessels: The Successful Vendor will make reasonable provisions to not impede other vessels that may be actively using the canal areas.
   1.9. Over-Dredging: No additional payment will be made for "Over-Dredging".
   1.10. Wage Rates: No federal wage rates other than minimum wage rates will be imposed.

2. Work included:
   2.1. General: Provide all labor, materials, tools, and equipment to complete Work. Successful Vendor is responsible for any necessary hauling permits, business licenses, and Coast Guard Licenses/Permits.
   2.2. Coordination of Work: Coordinate with other contractors, utility companies, and Town forces to ensure that Work is completed as efficiently as possible within the guidelines of the Project Schedule.
   2.3. Stakeout:
      2.3.1. Successful Vendor is responsible for staking out the limits of dredging for Canal 10. The Town will provide Successful Vendor with an AutoCAD file of the limits of dredging.
      2.3.2. Stakeout is to be completed by a Surveyor licensed in the state of Maryland.
      2.3.3. Upon completion of dredging and after the Maryland Department of Natural Resources (MD DNR) has provided channel markings, the Successful Vendor will remove materials used for stakeout.
   2.4. Canal Dredging:
      2.4.1. Miss Utility Locate Requests: Per Miss Utility Law, Successful Vendor is responsible for completing Locate Requests prior to performing dredging operations.
      2.4.2. Mechanically Dredge canals to the lines and grades indicated on the Plans.
      2.4.3. Construction Staging Areas: Successful Vendor is responsible for securing Construction Staging Areas. Successful Vendor will coordinate Construction Staging Areas with Town's Engineering

Department. Any damage to Town or private property incurred as a result of this project will be restored In-Kind to an equal or better condition within the bid price at no additional cost to the Town. 25th Street is a Town Right-of-Way and is available to the Successful Vendor as a Construction Staging Area.

2.4.4. Transport: Dredge material must be transported to the DMP Site in sealed trucks such that material is not leaking onto roadways.

2.5. Dredge Material Site (DMP) Site Work:

2.5.1. Super Silt Fence (SSF): SSF is currently installed at the DMP Site and no SSF is required to be installed as part of the Contract.

2.5.2. Water Supply: The DMP Site has (2) existing Yard Hydrants that are available for the Successful Vendor's use.

2.5.3. Offloading: Offload dredged material and haul to the DMP site located at: 12008 St. Martins Neck Rd, Bishopville, MD. The Town has an existing Contract in place with the property owner and no "tipping" fee is required at the site.

2.5.4. Placement & Grading: Place dredged material at the DMP Site to the lines and grades shown on the Plans.

2.5.5. Truck Count: Successful Vendor is to maintain a Truck Count and an estimated volume of spoil material that is hauled to the DMP Site. Successful Vendor is to provide this information to the Town's Engineering department during and upon completion of project.

2.5.6. DMP Site Stabilization & Planting: The Successful Vendor will be responsible for grading the DMP site to the grades as shown on the Project Plans. The Successful Vendor is NOT required to perform seeding or stabilization of the DMP Site as this will be completed under a separate contract.

2.5.7. Haul Road Maintenance: At the completion of the dredging and hauling activities, place and grade 60-Tons of #57 Stone at spot locations as directed by Town Staff.

3. Town Responsibilities Under the Contract:

3.1. Hydrant Meters: The Town will supply a Hydrant Meter for access to a temporary water supply.

3.2. Tide Gauge / Project Benchmark (BM): The Town will set a Tide Gauge. The Tide Gauge will be set to the Mean Low Water (MLW) Datum.

3.3. Floating Docks / Jet Skis / Private Slip Dredging: The Town will contact the individual Private Slip Owners, instructing them to remove any obstacles such as floating docks or jet skis. The Town will also collect funding from Private Slip Owners for dredging and will provide a list of Private Slips to the Successful Vendor for dredging.

3.4. Channel Markings: The Town will contact MD Department of Natural Resources (MD DNR) to install channel markings upon completion of dredging activity at Canal 10.

3.5. Post Dredge Survey: The Town will contract a 3rd Party to provide a Post Dredge Survey for this project.

4. Measurement and Payment:

4.1. Canal 10 Stakeout: The Lump Sum price includes all labor, material, and equipment necessary to stake out the limits of dredging as shown on the Project Plans.

4.2. Dredging – Canal 10: The Lump Sum price for Canal Dredging includes all labor, material, equipment, transport, and incidental costs to dredge the canals to the lines and grades shown on the Plans and haul the dredge material to the DMP Site. Estimated quantities are shown on the Plans. The Successful Vendor will be solely responsible for determining the character, quality, and quantity of the material to be encountered.

4.3. Dredge Material Placement (DMP) Site Work: The Lump Sum price includes all labor, material, and equipment necessary to offload, place, and grade dredge material to the grades shown on the Plans and provide and grade 60-Tons of #57 Stone.

4.4. Residential Dredging: The contingent unit price per cubic yard for Residential Dredging includes all labor, material, equipment, hauling to the DMP Site, placement, grading at the DMP Site, and incidental costs to dredge those areas indicated as Residential Dredging on the Plans. Quantities will be calculated using the sections shown on the Plans multiplied by the length of the area being dredged. Residential Dredging is at the discretion of the adjoining property owner.

5. Schedule and Sequence of Work:

5.1. Schedule of Work:

5.1.1. Contract Time: Work under the Contract will start within 14 days of issuance of Notice to Proceed (NTP) and be completed within 120 Calendar Days.

5.1.2. Per referenced ACE and MDE Permit, no work may be completed between April 1 and June 30 for the protection of summer juvenile flounder.

5.1.3. Seasonal Prohibition: Per Town requirements, no work will be allowed between June 1 and October 15 due to heavy boating traffic.

5.2. Construction Sequence: The Successful Vendor will assume full responsibility for the means, methods, and execution of the Contract and will coordinate fully with the Town's Engineering Department.

END OF SECTION

DIVISION 2 - SITE WORK SECTION 02230- MECHANICAL DREDGING

Part 1 - General

1-1 Scope:

A. The work to be done under this Section includes furnishing all labor, materials, tools, equipment, superintendence, transportation, and performing all work in strict accordance with these Specifications and Drawings for mechanically dredging the designated area including transporting the dredged material to the designated Dredged Material Placement (DMP) site.

B. The Contractor shall adhere to the terms of the various permits and approvals issued to this project. This shall include permits and approvals from U.S. Army Corps of Engineers (USACE), Maryland Department of the Environment (MDE), Town of Ocean City (Owner), and any other applicable permits.

C. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to work. If the Contractor observes that the Specifications and/or Drawings are at variance therewith, he will give the Owner prompt written notice thereof. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he will bear all costs arising therefrom.

D. Definitions: "Dredging" consists of removal of material riverward of the high tide line and subsequent disposal of materials removed. "Excavation" consists of removal of material landward of the high tide line encountered to elevations specified and subsequent disposal of materials removed.

E. Included elsewhere in these Specifications are copies of construction permits which are required to be available at the construction site. They are included for the Contractor's convenience, compliance and guidance, but the engineering sketches and notes are approximate and suitable only for permit purposes and the Contractor shall attach no significance to volumes mentioned in these permits, but shall compute his own.

F. Related Documents: The general provisions of the Contract and all applicable supplements and addenda pertaining thereto apply to this section.

Part 2 - Products

None

Part 3 - Execution

3-1 Dredged Material Placement (DMP) Site:

A. General - The Contractor shall provide all labor, material and equipment necessary to transport and place the dredged material at the DMP site.

B. The Contractor shall ensure the adequacy of the approved existing DMP site.

C. The Contractor shall maintain the structural integrity of the existing structures to remain at all times. Trucks hauling the dredged material to the DMP site shall have sealed beds to prevent leakage of dredged material on the roads. All costs associated for transporting the dredged material to the DMP site shall be borne by the Contractor.

D. If the Contractor elects to use a DMP site other than that designated, he shall pay all costs associated with the site relocation and notify the USACE and MDE of the change at no additional cost to Owner.

3-2 DREDGING:

A. Stakeout: The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, material and labor as may be required to layout any part of the work. The channel will be staked by the Contractor to square cut or to bottom width, selected at the Contractor's discretion. The Contractor shall be held responsible for the execution of the work to such lines and grades as indicated by the Plans. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established until authorized to remove them. If such marks are destroyed by the Contractor or through his negligence, prior to their authorized removal, they shall be replaced by the Contractor at his expense.

B. Depth: The area specified on the drawings shall be dredged in such a manner that, upon completion of the Contract work, check surveys conducted by the Owner or the Owner's Representative, shall show the minimum depth required by the Plans. **It shall be the Contractor's responsibility to verify character, quantity and quality of the material to be dredged before submitting a proposal.** The dredged material quantities shown in the documents are approximations only and differences between those and the Contractor's measured quantities shall not be cause for a cost extra. Depths and elevations shall be measured from Mean Low Water (MLW) datum with MLW datum understood to mean zero depth and zero elevation. A dredge site bench mark (B.M.) will be provided prior to work commencing and will be related as closely as is possible to MLW datum. The Contractor shall understand before submitting his bid that this bench mark shall be the sole datum for measuring the Contract work and that no other bench marks which may be found in the area shall be used. To cover the inaccuracies of the dredging process, the Contractor may elect to dredge deeper than the required minimum depth. It shall be understood that the Contractor has included this excess in his lump sum base bid and that no additional payment shall be allowed. Overdredging shall be limited to six (6") inches maximum. Should the Contractor dredge to a depth greater than that shown on the plans in the vicinity of any existing and/or proposed structures, he shall be responsible for any costs required to construct a stronger structure than those specified on the contract drawings resulting from the excessive dredging.

C. Side Slopes: The basin and channel shall be dredged to the bottom depth, width and length specified on the design drawings. The side slopes shall be dredged to or allowed to slough to produce a resultant rise from the dredged bottom on a slope no steeper than one foot vertically to three feet horizontally.

D. Obstruction of River and Basin: The Owner will not undertake to keep the area free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of the Rivers and Harbors Appropriation Act of 1899 as amended. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible. In case the Contractor's equipment so obstructs the waterway as to make it difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove his equipment, including ranges, buoys, piles and other markers placed by him under the Contract in navigable water or on shore.

E. Signal Lights: The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, excavators, and vessels engaged in submarine or bank protection operations, lights and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army, (Title 33 C.F.R. 201.1-201.16) and the Commandant, U.S. Coast Guard, (Title 33 C.F.R. 80.18-80.31a and 95.51-95.70).

F. Misplaced Equipment: Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any equipment, machinery, or appliance, which in the opinion of the Owner or Owner's Representative may be dangerous to or obstruct navigation, the Contractor shall remove the same with the utmost dispatch. The Contractor shall give immediate notice with description and location of such obstructions, to the Owner or Owner's Representative, and shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Owner, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be removed under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19 and 20 or the River and Harbor Act of March 3, 1899.

G. Inspection: The work is subject to inspection by the Owner or Owner's Representative as provided in the Contract, but the presence of the inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

1. To furnish, on the request of the Owner or Owner's Representative, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the plant as may be reasonably necessary in inspecting, examining partially completed work.

2. To furnish, on the request of the Owner or Owner's Representative, suitable transportation from all points on shore designated by the Owner to and from the various pieces of plant. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Owner and the cost thereof will be deducted from any amounts due or to become due the Contractor.

H. Final Examination and Acceptance: The dredged area shall have a finished bottom depth as specified on the Contract Drawings. This shall be checked by a bathymetric survey performed by the Owner after completion of the dredging work and prior to final payment for dredging. It shall be the Contractor's responsibility to contact the Owner or Owner's Representative at least five (5) business days prior to the post dredge survey. In the event that a side slope has not been completely formed from a vertical cut by the time the Contract Work has been completed, and prior to the final payment, the Owner or Owner's Representative shall be the judge as to the sufficiency of the vertical cut to allow eventual slumping of this particular type of bottom material without encroachment on the channel or basin. When the site and the vicinity of the work are found to be in satisfactory condition and disposal has been completed in accordance with these Specifications, the dredging will be accepted finally.

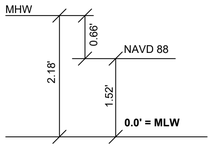
Part 4 - MEASUREMENT:

No measurement for payment for this item of work will be made, since the cost shall be included in the lump sum base bid.

\- END OF SECTION -

TOWN OF OCEAN CITY
CANAL DREDGING

CANAL 10



DATUM COMPARISONS
SCALE: NONE

DATUM COMPARISONS WERE OBTAINED FROM NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) INFORMATION INTERPOLATED FROM STATION ID# 8570283 - PID: HU0267.

GENERAL NOTES:

1. VERTICAL DATUM IS MEAN LOW WATER (MLW).

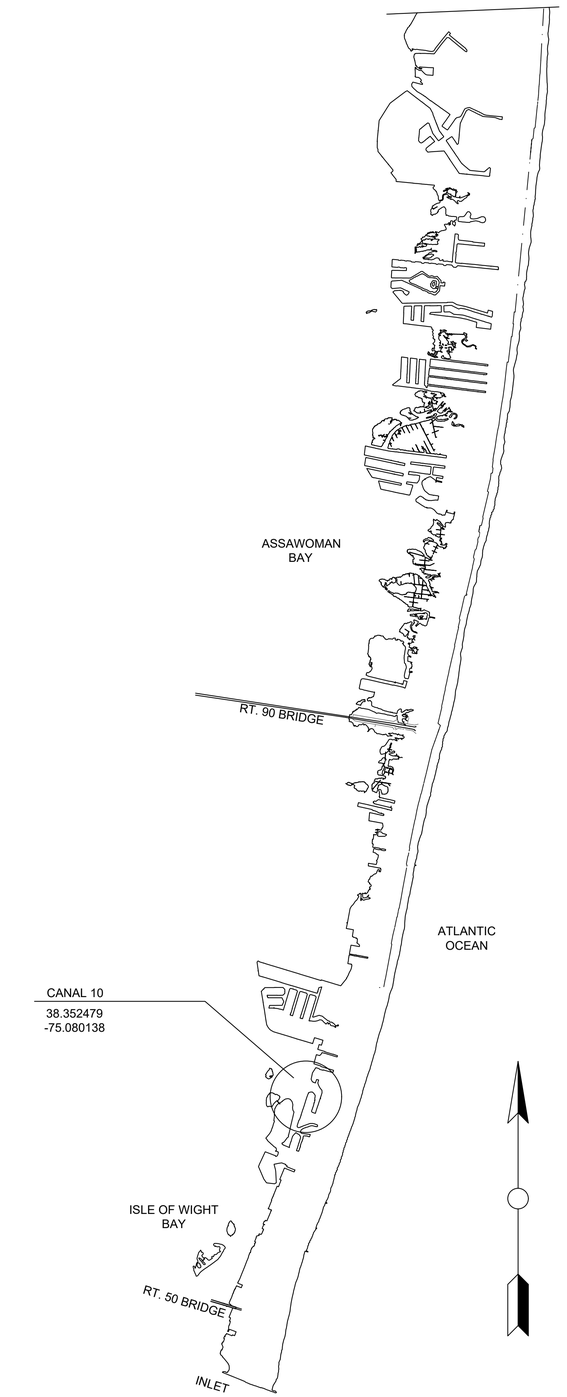
2. MEAN TIDAL RANGE VARIES.

3. HYDROGRAPHIC INFORMATION BASED ON FIELD DATA COLLECTED IN JUNE 2020.

4. PROPOSED CHANNEL TO BE MECHANICALLY DREDGED PER CHANNEL CROSS-SECTIONS. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF THE DREDGED MATERIAL TO APPROVED DMP SITE IN WATERTIGHT TRUCKS.

SHEET INDEX:

C1 COVER / SPECFICATIONS
C2 OVERALL PLAN & CROSS-SECTIONS
C3 CANAL 10 PLAN



J. STACEY HART & ASSOCIATES, INC.
J. STACEY HART & ASSOCIATES, INC. SITE PLANNING ENGINEERING JSH
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

COPYRIGHT©2020

REVISIONS

DATE	REVISED FOR:

TOWN OF OCEAN CITY
CANAL DREDGING - PHASE 5
TOWN OF OCEAN CITY
WORCESTER COUNTY

PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THIS STATE:

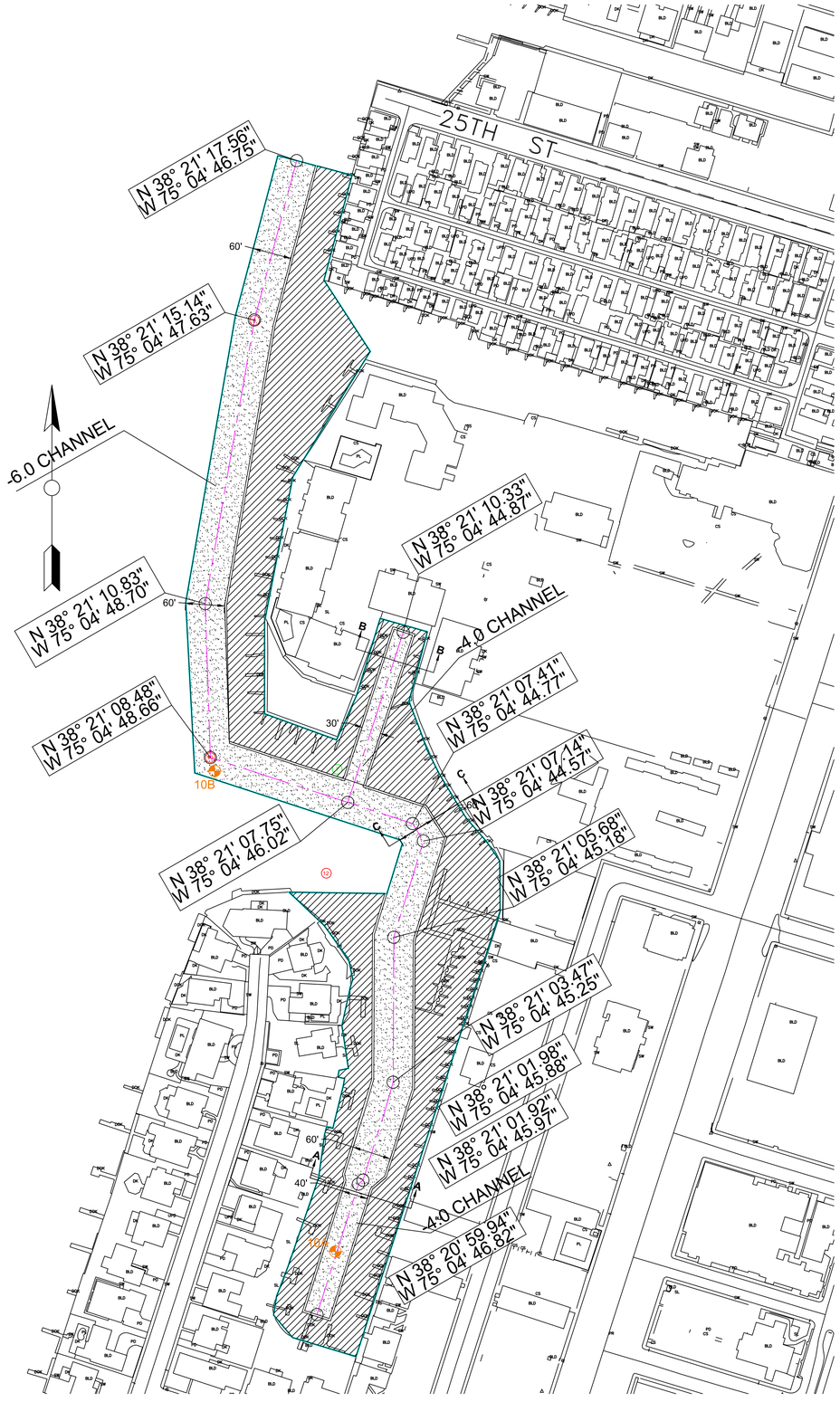
LICENSE NO: MD 22798
EXPIRATION DATE: AUGUST 10, 2022

STATE OF MARYLAND J. STACEY HART PROFESSIONAL ENGINEER 22798

12/3/2020

CANAL 10

DRAWN BY:	DATE:
j.s.h.	12/2020
JOB NUMBER: 2016-042	1 of 3
SCALE: NONE	



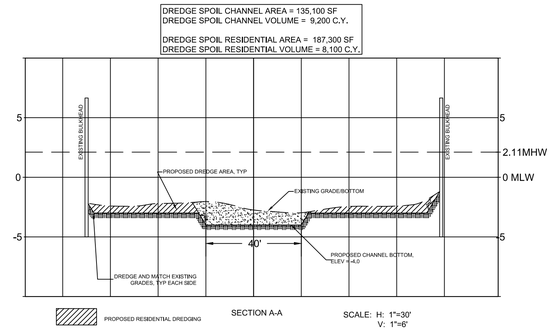
PROPOSED RESIDENTIAL DREDGING

PROPOSED CHANNEL DREDGING

ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

DREDGE SPOIL CHANNEL AREA = 135,100 SF
DREDGE SPOIL CHANNEL VOLUME = 9,200 C.Y.

DREDGE SPOIL RESIDENTIAL AREA = 187,300 SF
DREDGE SPOIL RESIDENTIAL VOLUME = 8,100 C.Y.

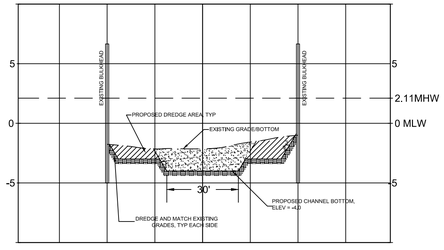


SECTION A-A

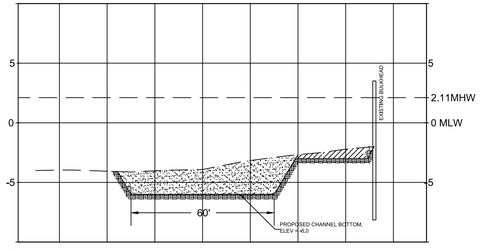
SCALE: H: 1"=30'
V: 1"=6'

PROPOSED RESIDENTIAL DREDGING

PROPOSED CHANNEL DREDGING



SECTION B-B



SECTION C-C

SCALE: H: 1"=30'
V: 1"=6'

PROPOSED RESIDENTIAL DREDGING

PROPOSED CHANNEL DREDGING

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

COPYRIGHT©2020

REVISIONS

DATE	REVISED FOR:

TOWN OF OCEAN CITY
CANAL DREDGING - PHASE 5

TOWN OF OCEAN CITY
WORCESTER COUNTY

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THIS STATE:

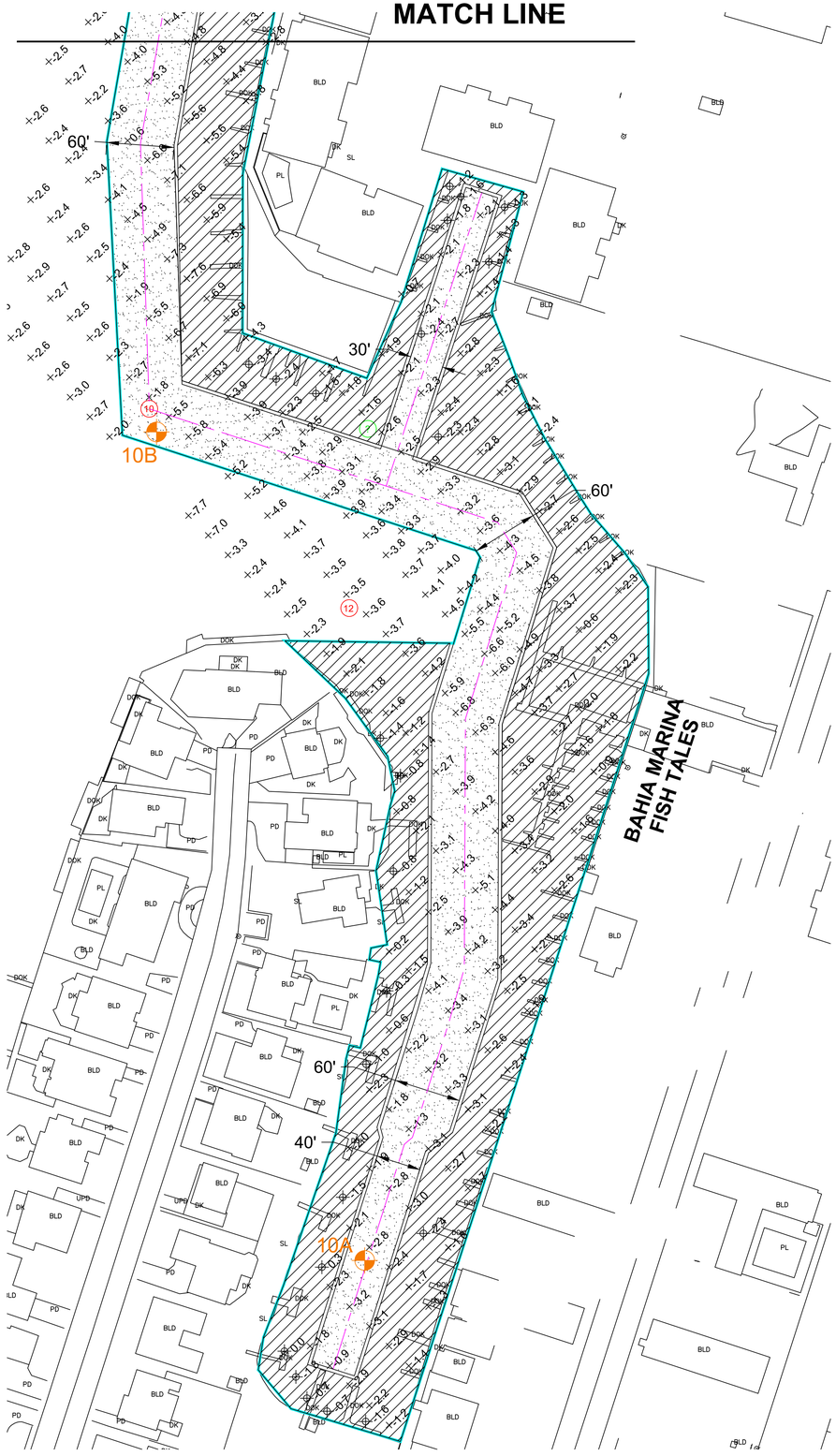
LICENSE NO. MD 22798
EXPIRATION DATE: AUGUST 10, 2022

STATE OF MARYLAND · J. STACEY HART · PROFESSIONAL ENGINEER

12/3/2020

CANAL 10

DRAWN BY: j.s.h.	DATE: 12/2020
JOB NUMBER: 2016-042	2 of 3
SCALE: 1"=100'	



J. STACEY HART
& ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

COPYRIGHT© 2020

REVISIONS

DATE	REVISED FOR:

TOWN OF OCEAN CITY
CANAL DREDGING - PHASE 5

TOWN OF OCEAN CITY
WORCESTER COUNTY

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THIS STATE:

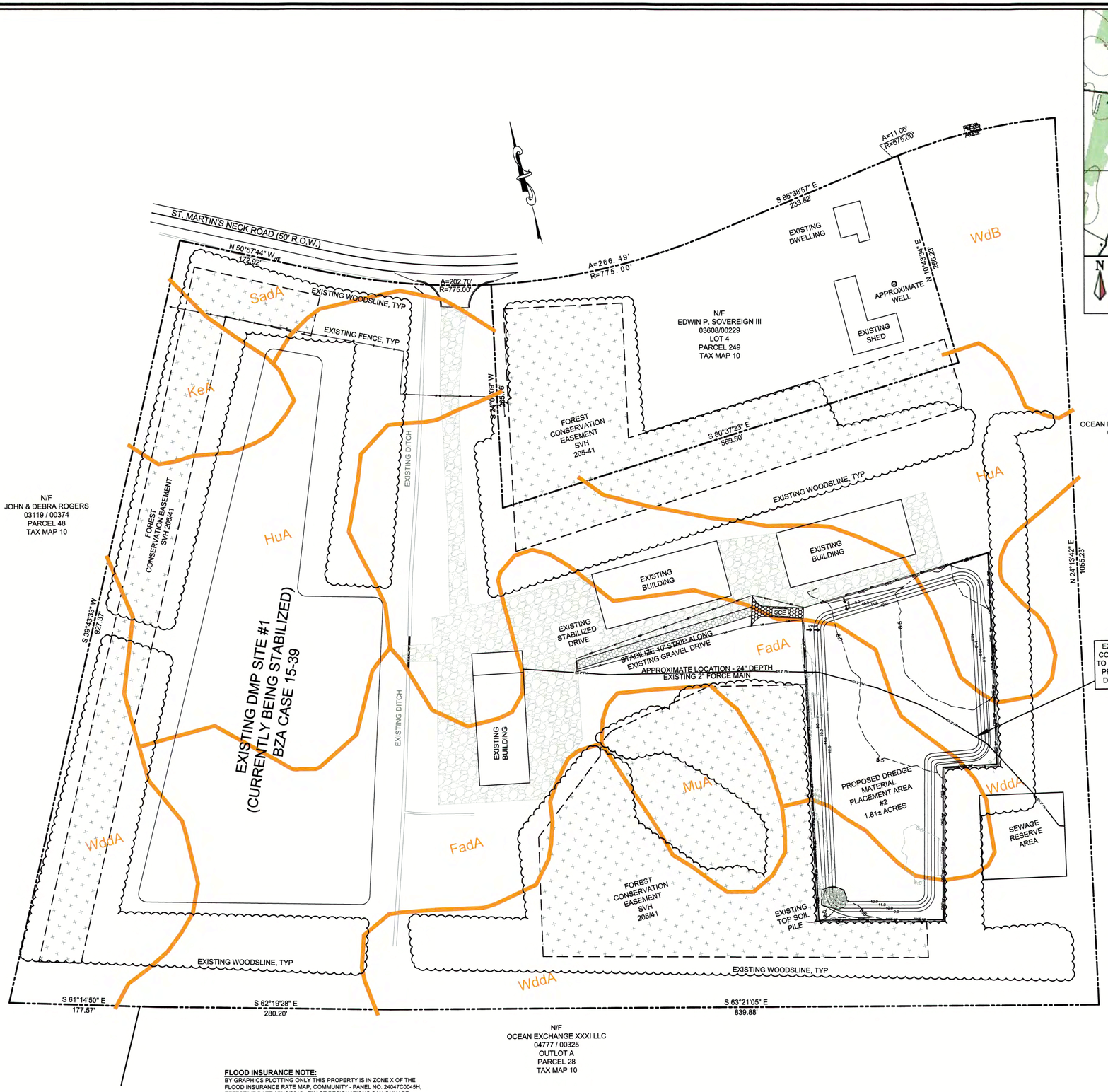
LICENSE NO: MD 22798
EXPIRATION DATE: AUGUST 10, 2022

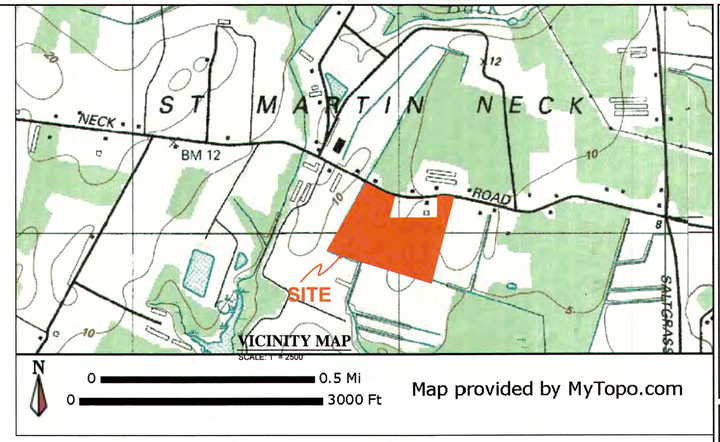
STATE OF MARYLAND · J. STACEY HART · 22798 · PROFESSIONAL ENGINEER

12/3/2020

CANAL 10

DRAWN BY:	DATE:
j.s.h.	12/2020
JOB NUMBER: 2016-042	3 of 3
SCALE: 1"=60'	





GENERAL NOTES & SITE DATA:

1. TAX MAP 10, GRID 23, PARCEL 29
2. BOUNDARY INFORMATION BASED ON PLAT BY FRANK G. LYNCH, JR. & ASSOCIATES, INC., PLAT NO: 205041, PLAT REF: 0205/0041, DEED REF 03913/00429
3. OWNER: WENZLAFF FAMILY LIMITED LIABILITY LIMITED PARTNERSHIP
   PO BOX 521
   OCEAN CITY, MD 21843-0521

   DEVELOPER: TOWN OF OCEAN CITY
   PAUL MAUSER, ENGINEERING MANAGER
   301 BALTIMORE AVENUE, ROOM 118
   OCEAN CITY, MD 21842
   PHONE: 410-289-8790
   EMAIL: PMauser@oceancitymd.gov

   ENGINEER: J. STACEY HART & ASSOCIATES, INC.
   POST OFFICE BOX 6
   SNOW HILL, MARYLAND 21863
   CELL: 410-430-4169
4. CURRENT ZONING: A-1 AGRICULTURAL - RURAL
5. SOIL TYPES: FadA - FALLINGSTON
   HuA - HURLOCK
   KeA - KENTUCK
   MuA - MULLICA
   SadA - SASSAFRAS
   WddA/WddB - WOODSTOWN
6. LOT AREA: 21.90± ACRES
7. LIMITS OF DISTURBANCE (LOD) = 84,000 SF/1.93±ACRES
8. THIS SITE IS NOT LOCATED WITHIN CRITICAL AREAS

Sediment Control Plan Approval
Worcester Soil Conservation District
Snow Hill, MD 21863
Approved by
Date 11/5/19

S.W.M. Plan Approval
Worcester County Environmental Programs
Snow Hill, MD 21863
Approved by
Date 11/6/19
THIS APPROVAL EXPIRES IN TWO (2) YEARS.

WAIVER RECOMMENDED

LEGEND:

⊙	IRON ROD WITH CAP FOUND
W	WELL
x 8.50	EXISTING SPOT ELEVATION
SF	SILT FENCE
LOD	LIMITS OF DISTURBANCE
DIKE	PERIMETER DIKE/SWALE
SCE	STABILIZED CONSTRUCTION ENTRANCE
	WOODSLINE

FLOOD INSURANCE NOTE:
BY GRAPHICS PLOTTING ONLY THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY - PANEL NO. 240470C0045H, EFFECTIVE DATE 07/16/2015. EXACT DESIGNATIONS CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE. BASED ON THE ABOVE INFORMATION, THIS PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA.

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

COPYRIGHT © 2019

REVISIONS

DATE	REVISED FOR:

TOWN OF OCEAN CITY
DREDGE MATERIAL PLACEMENT

WENZLAFF PROPERTY
12008 ST. MARTINS NECK ROAD
WORCESTER COUNTY, MARYLAND

PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THIS STATE:

LICENSE NO: MD 22798
EXPIRATION DATE: AUGUST 10, 2020

STATE OF MARYLAND — J. STACEY HART — 22798 — PROFESSIONAL ENGINEER

10/22/2019

EXISTING CONDITIONS, SITE LAYOUT AND EROSION CONTROL PLAN

DRAWN BY:	DATE:
JSH	10/2019
JOB NUMBER: 2019-080	C1
SCALE: 1"=60'	

SEDIMENT AND EROSION CONTROL NOTES

1. Prior to the start of work, the Contractor is to obtain County approval of any proposed plan changes and sequence of construction, specifically relating to installation, inspection, maintenance and removal of erosion and sediment control measures.

2. Sediment control measures are not to be removed until the areas served have established vegetative cover, or with the permission of the Worcester or MDE Sediment Control Inspector.

3. When pumping sediment laden water, the discharge must be directed to an approveD sediment trapping measure prior to release from the site.

4. All temporary stockpiles are to be located within areas protected by sediment control measures, and are to be temporary stabilized.

5. All sediment control dikes, swales, basins and flow lines to basins will be temporarily seeded immediately upon installation to reduce the contribution to sediment loading.

6. Disposal of excess earth materials on State or Federal property requires MDE approval, otherwise materials are to be disposed of at a location approved by the local authority.

7. Temporary soil erosion control and sediment control measures are to be provided as per the approved plan prior to grading operations. Location adjustments are to be made in the field as necessary. The minimum area practical shall be disturbed for the minimum possible time.

8. If grading is completed out of a seeding season, graded areas are to be temporarily stabilized by mulch and mulch anchoring. Mulch material shall be unweathered, unchopped small grain straw spread at the rate of 1 1/2 to 2 tons per acre. Mulch anchoring to be accomplished by an approved method, use of a mulch anchoring tool is recommended where possible.

9. Implementation of the sediment control plan shall be in accordance with "2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control" of the Department.

10. The Contractor is responsible for implementation and maintenance of the approved plan, and all other measures necessary to control, filter, or prevent sediment form leaving the site.

11. In case where stormwater management structures as a part of site development, removal of sediment control structures may not be accomplished before the contributing drainage area to the stormwater management structure is stabilized. Also, proper dewatering of the sediment from the site.

12. On sites where infiltration techniques are utilized for the control of stormwater, extreme care must be taken to prevent all runoff from entering the structure during construction.

13. Sediment control for utility construction in areas outside of designed controls:
   (a) Excavated trench material shall be placed on the high side of the trench.
   (b) Immediately following pipe installation the trench shall be backfilled, compacted and stabilized at the end of each working day.
   (c) Temporary silt fence , straw bale dikes, or stone check dams shall be placed immediately downstream of any disturbed area intended to remain disturbed longer than one working day.

14. All points of construction ingress and egress shall be protected to prevent tracking of mud onto public ways.

15. Following initial soil disturbance or redisturbance, permanent or temporary stabilized shall be completed within:
   a. Three (3) calendar days as to the surface of all perimeter dikes, swales, ditches, perimeter slopes, and all slopes greater than 3 horizontal to 1 vertical (3:1); and
   b. Seven (7) days as to all other disturbed or graded areas on the project site not under active grading. The requirements of Section G-20 (Vegetative Stabilization) do not apply to those areas which are shown on the plan and are currently being used for material storage or for those areas on which actual construction activities are currently being performed or to interior areas of a surface mine site where the stabilization material would contaminate the recoverable resource. Maintenance shall be performed as necessary to ensure that the stabilized areas continuously meet the appropriate requirements of the "2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control".

16. Stabilization of all disturbed areas are to meet the requirements of the "2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control - Section G-20 Vegetative Stabilization".

TEMPORARY SEEDING SUMMARY

SEED MIXTURE (HARDINESS ZONE 7B) From Table B.1					FERTILIZER RATE (10-10-10)	LIME RATE
No.	Species	Application Rate (lb/ac)	Seeding Dates	Seeding Depths		
1	Annual Ryegrass	40	2/15 to 4/30 8/15 to 11/01	1/2"	600 lb/ac (15 lb/1000 sf)	2 ton/ac (100 lb/1000 sf)

PERMANENT SEEDING SUMMARY

HARDINESS ZONE (from Figure B.3): 7B SEED MIXTURE (from Table B.3): 7B					FERTILIZER RATE (10-20-20)			LIME RATE
No.	Species	Application Rate (lb/ac)	Seeding Dates	Seeding Depths	N	P_2O_5	K_2O	
1	Tall Fescue Perennial Ryegrass White Clover	40 25 5	3/01 to 5/15 8/15 to 10/15	1/4" to 1/2"	45 lb/ac (1.0 lb/ 1,000 sf)	90 lb/ac (2.0 lb/ 1,000 sf)	90 lb/ac (2.0 lb/ 1,000 sf)	2 tons/ac (90 lb/ 1,000 sf)
2	Switch Grass Creeping Red Fescue Partridge Pea	10 15 4	3/01 to 5/15 8/15 to 10/15	1/4" to 1/2"	45 lb/ac (1.0 lb/ 1,000 sf)	90 lb/ac (2.0 lb/ 1,000 sf)	90 lb/ac (2.0 lb/ 1,000 sf)	2 tons/ac (100 lb/ 1,000 sf)
3	Hard Fescue Perennial Ryegrass Flatpea	20 10 15	3/01 to 5/15 8/15 to 10/15	1/4" to 1/2"	45 lb/ac (1.0 lb/ 1,000 sf)	90 lb/ac (2.0 lb/ 1,000 sf)	90 lb/ac (2.0 lb/ 1,000 sf)	2 tons/ac (100 lb/ 1,000 sf)

* The fertilizer and lime rates listed above are meant for a one time application, at the time of seeding.

17. The inspection agency shall be notified upon completion of installation of perimeter erosion and sediment controls, but before proceeding with any other earth disturbance or grading. Other building or grading inspection approvals may not be authorized until this initial approval by the inspection agency is made; and approval shall be requested upon final stabilization.

18. At a minimum as each lot is developed sediment and erosion control will include but not limited to a construction entrance, silt fence as needed and protection of the nearest storm drain inlet.

19. Lots developed by individuals and/or developers other than those certifying this plan will require that the new owner will be responsible for securing appropriate sediment erosion control approval. At a minimum, the new owner/developer will need to include a construction entrance, silt fence as needed and protection of the closest storm drain inlet in an approved sediment erosion control plan.

20. Approved plans remain valid for 2 years from the date of approval, with the exception of surface mine and landfill plans which remain valid for 5 years from the date of approval, unless specifically extended or renewed by the approval authority.

21. A Maryland Department of Environment Notice of Intent (NOI) General Permit for Construction Activity is required for all construction activity in Maryland with a planned disturbance of 1 acre or more.

22. As mandated by the Notice of Intent (NOI) general permit issued by the Maryland Department of the Environment (MDE), an inspection must be performed onsite of all sediment controls on a weekly basis and after every rainfall event. All self-inspections must be maintained along with all applicable governing agency inspection reports in a log book, to be kept onsite at all times.

APPLICANT CERTIFICATION

I, THE UNDERSIGNED CERTIFY THAT ANY CLEARING, GRADING, CONSTRUCTION, OR DEVELOPMENT, OR ALL OF THESE, WILL BE DONE PURSUANT TO THIS PLAN AND THE 2011 MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, AND FURTHER AUTHORIZE THE RIGHT OF ENTRY FOR PERIODIC ON-SITE EVALUATION BY THE MARYLAND DEPARTMENT OF THE ENVIRONMENT OR THEIR AUTHORIZED AGENTS. RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATION AT A DEPARTMENT APPROVED TRAINING PROGRAM FOR THE CONTROL OF SEDIMENT AND EROSION.

AUTHORIZED REPRESENTATIVE (SIGNATURE) — DATE 10/16/2019

PAUL MAUSER, ENGINEERING MANAGER
PRINTED NAME

410-289-8790
PHONE NUMBER

RESPONSIBLE PERSONNEL CERTIFICATION

1. All phases of stormwater management calculations, structure design and construction will adhere to current Maryland standards and specifications for stormwater management and the stormwater management plan for this site. I authorize the right of entry for periodic on-site evaluation by the Worcester County stormwater management inspector.

2. All information set forth in this plan accurately conveys this site's conditions to the best of my knowledge.

3. All structural devices for stormwater management will be protected by property soil erosion and sediment control devices until all contributing areas have passed final stabilization inspection.

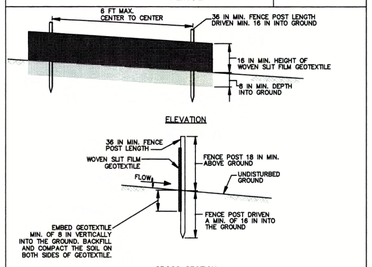
4. UPON COMPLETION OF THE PROJECT, AN AS-CONSTRUCTED SURVEY, NOTICE OF CONSTRUCTION COMPLETION (NOCC), AND LETTER OF CERTIFICATION MUST BE SUBMITTED TO THE DEPARTMENT, EXCEPT INDIVIDUAL SINGLE FAMILY DWELLINGS. ONCE REVIEW IS COMPLETE AND APPROVED, A CERTIFICATE OF OCCUPANCY CAN BE ISSUED.

AUTHORIZED REPRESENTATIVE (SIGNATURE) — DATE 10/16/2019

PAUL MAUSER, ENGINEERING MANAGER
PRINTED NAME

410-289-8790
PHONE NUMBER

DETAIL E-1 SILT FENCE — STANDARD SYMBOL: SF

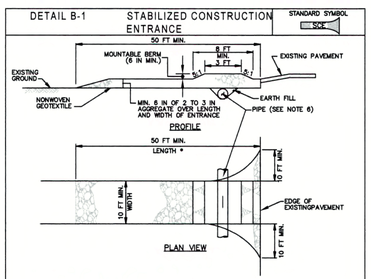


1 OF 2

MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL

U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE	2011	MARYLAND DEPARTMENT OF ENVIRONMENT WATER MANAGEMENT ADMINISTRATION

DETAIL B-1 STABILIZED CONSTRUCTION ENTRANCE — STANDARD SYMBOL: SCE



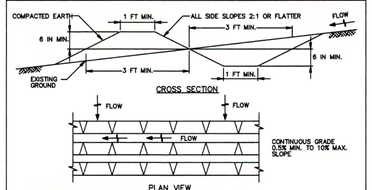
CONSTRUCTION SPECIFICATIONS

1. PLACE STABILIZED CONSTRUCTION ENTRANCE IN ACCORDANCE WITH THE APPROVED PLAN. VEHICLES MUST TRAVEL OVER THE ENTIRE LENGTH OF THE SCE. USE MINIMUM LENGTH OF 50 FEET (*50 FEET FOR SINGLE RESIDENCE LOT). USE MINIMUM WIDTH OF 10 FEET. FLARE SCE 10 FEET MINIMUM AT THE EXISTING ROAD TO PROVIDE A TURNING RADIUS.
2. PIPE ALL SURFACE WATER FLOWING TO OR DIVERTED TOWARD THE SCE UNDER THE ENTRANCE, MAINTAINING POSITIVE DRAINAGE. PROTECT PIPE INSTALLED THROUGH THE SCE WITH A MOUNTABLE BERM WITH 5:1 SLOPES AND A MINIMUM OF 12 INCHES OF STONE OVER THE PIPE. PROVIDE PIPE AS SPECIFIED ON APPROVED PLAN. WHEN THE SCE IS LOCATED AT A HIGH SPOT AND HAS NO DRAINAGE TO CONVEY, A PIPE IS NOT NECESSARY. A MOUNTABLE BERM IS REQUIRED WHEN SCE IS NOT LOCATED AT A HIGH SPOT.
3. PREPARE SUBGRADE AND PLACE NONWOVEN GEOTEXTILE, AS SPECIFIED IN SECTION H–1 MATERIALS.
4. PLACE CRUSHED AGGREGATE (2 TO 3 INCHES IN SIZE) OR EQUIVALENT RECYCLED CONCRETE (WITHOUT REBAR) AT LEAST 6 INCHES DEEP OVER THE LENGTH AND WIDTH OF THE SCE.
5. MAINTAIN ENTRANCE IN A CONDITION THAT MINIMIZES TRACKING OF SEDIMENT. ADD STONE OR MAKE OTHER REPAIRS AS CONDITIONS DEMAND TO MAINTAIN CLEAN SURFACE, MOUNTABLE BERM, AND SPECIFIED DIMENSIONS. IMMEDIATELY REMOVE STONE AND/OR SEDIMENT SPILLED, DROPPED, OR TRACKED ONTO ADJACENT ROADWAY BY VACUUMING, SCRAPING, AND/OR SWEEPING. WASHING ROADWAY TO REMOVE MUD TRACKED ONTO PAVEMENT IS NOT ACCEPTABLE UNLESS WASH WATER IS DIRECTED TO AN APPROVED SEDIMENT CONTROL PRACTICE.

MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL

U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE	2011	MARYLAND DEPARTMENT OF ENVIRONMENT WATER MANAGEMENT ADMINISTRATION

DETAIL C-3 PERIMETER DIKE/SWALE — STANDARD SYMBOL: DIKE



FLOW CHANNEL STABILIZATION

POS-1 SEED AND MULCH AND TACK (DRAINING < 1 ACRE) (NOT ALLOWED FOR CLEAR WATER DIVERSION.)

POS-2 SEED WITH SOIL STABILIZATION MATTING OR LINE WITH SOD (DRAINING BETWEEN 1 AND 2 ACRES)

NOTE: THE MAXIMUM DRAINAGE AREA FOR THIS PRACTICE IS 2 ACRES.

CONSTRUCTION SPECIFICATIONS

1. REMOVE AND DISPOSE OF ALL TREES, BRUSH, STUMPS, OBSTRUCTIONS, AND OTHER OBJECTIONABLE MATERIAL SO AS NOT TO INTERFERE WITH PROPER FUNCTION OF DIKE/SWALE.
2. EXCAVATE OR SHAPE DIKE/SWALE TO LINE, GRADE, AND CROSS SECTION AS SPECIFIED. BANK PROJECTIONS OR OTHER IRREGULARITIES ARE NOT ALLOWED.
3. COMPACT FILL.
4. CONSTRUCT DIKE/SWALE ON AN UNINTERRUPTED, CONTINUOUS GRADE, ADJUSTING THE LOCATION DUE TO FIELD CONDITIONS AS NECESSARY TO MAINTAIN POSITIVE DRAINAGE.
5. PROVIDE OUTLET PROTECTION AS REQUIRED ON APPROVED PLAN.
6. STABILIZE DIKE/SWALE WITHIN 3 DAYS OF INSTALLATION. STABILIZE DIKE/SWALES USED FOR CLEAR WATER DIVERSION WITHIN 24 HOURS OF INSTALLATION.
7. MAINTAIN LINE, GRADE, AND CROSS SECTION. REMOVE ACCUMULATED SEDIMENT AND DEBRIS, AND MAINTAIN POSITIVE DRAINAGE. KEEP PERIMETER DIKE/SWALE AND POINT OF DISCHARGE FREE OF EROSION AND CONTINUOUSLY MEET REQUIREMENTS FOR ADEQUATE VEGETATIVE ESTABLISHMENT IN ACCORDANCE WITH SECTION B–4 VEGETATIVE STABILIZATION.
8. UPON REMOVAL OF DIKE/SWALE, GRADE AREA FLUSH WITH EXISTING GROUND. WITHIN 24 HOURS OF REMOVAL STABILIZE DISTURBED AREA WITH TOPSOIL, SEED, MULCH, OR AS SPECIFIED ON APPROVED PLAN.

MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL

U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE	2011	MARYLAND DEPARTMENT OF ENVIRONMENT WATER MANAGEMENT ADMINISTRATION

DETAIL E-1 SILT FENCE — STANDARD SYMBOL: SF

CONSTRUCTION SPECIFICATIONS

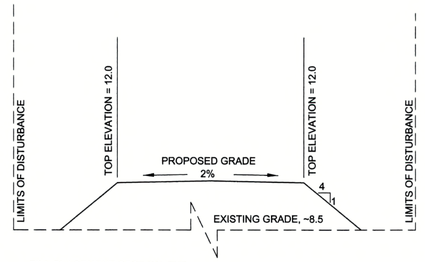
1. USE WOOD POSTS 1⅜ X 1⅜ ± 1/8 INCH (MINIMUM) SQUARE CUT OF SOUND QUALITY HARDWOOD. AS AN ALTERNATIVE TO WOODEN POST USE STANDARD "T" OR "U" SECTION STEEL POSTS WEIGHING NOT LESS THAN 1 POUND PER LINEAR FOOT.
2. USE 36 INCH MINIMUM POSTS DRIVEN 16 INCH MINIMUM INTO GROUND NO MORE THAN 6 FEET APART.
3. USE WOVEN SLIT FILM GEOTEXTILE AS SPECIFIED IN SECTION H–1 MATERIALS AND FASTEN GEOTEXTILE SECURELY TO UPSLOPE SIDE OF FENCE POSTS WITH WIRE TIES OR STAPLES AT TOP AND MID–SECTION.
4. PROVIDE MANUFACTURER CERTIFICATION TO THE AUTHORIZED REPRESENTATIVE OF THE INSPECTION/ENFORCEMENT AUTHORITY SHOWING THAT THE GEOTEXTILE USED MEETS THE REQUIREMENTS IN SECTION H–1 MATERIALS.
5. EMBED GEOTEXTILE A MINIMUM OF 8 INCHES VERTICALLY INTO THE GROUND. BACKFILL AND COMPACT THE SOIL ON BOTH SIDES OF FABRIC.
6. WHERE TWO SECTIONS OF GEOTEXTILE ADJOIN: OVERLAP, TWIST, AND STAPLE TO POST IN ACCORDANCE WITH THIS DETAIL.
7. EXTEND BOTH ENDS OF THE SILT FENCE A MINIMUM OF FIVE HORIZONTAL FEET UPSLOPE AT 45 DEGREES TO THE MAIN FENCE ALIGNMENT TO PREVENT RUNOFF FROM GOING AROUND THE ENDS OF THE SILT FENCE.
8. REMOVE ACCUMULATED SEDIMENT AND DEBRIS WHEN BULGES DEVELOP IN SILT FENCE OR WHEN SEDIMENT REACHES 25% OF FENCE HEIGHT. REPLACE GEOTEXTILE IF TORN. IF UNDERMINING OCCURS, REINSTALL FENCE.

MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL

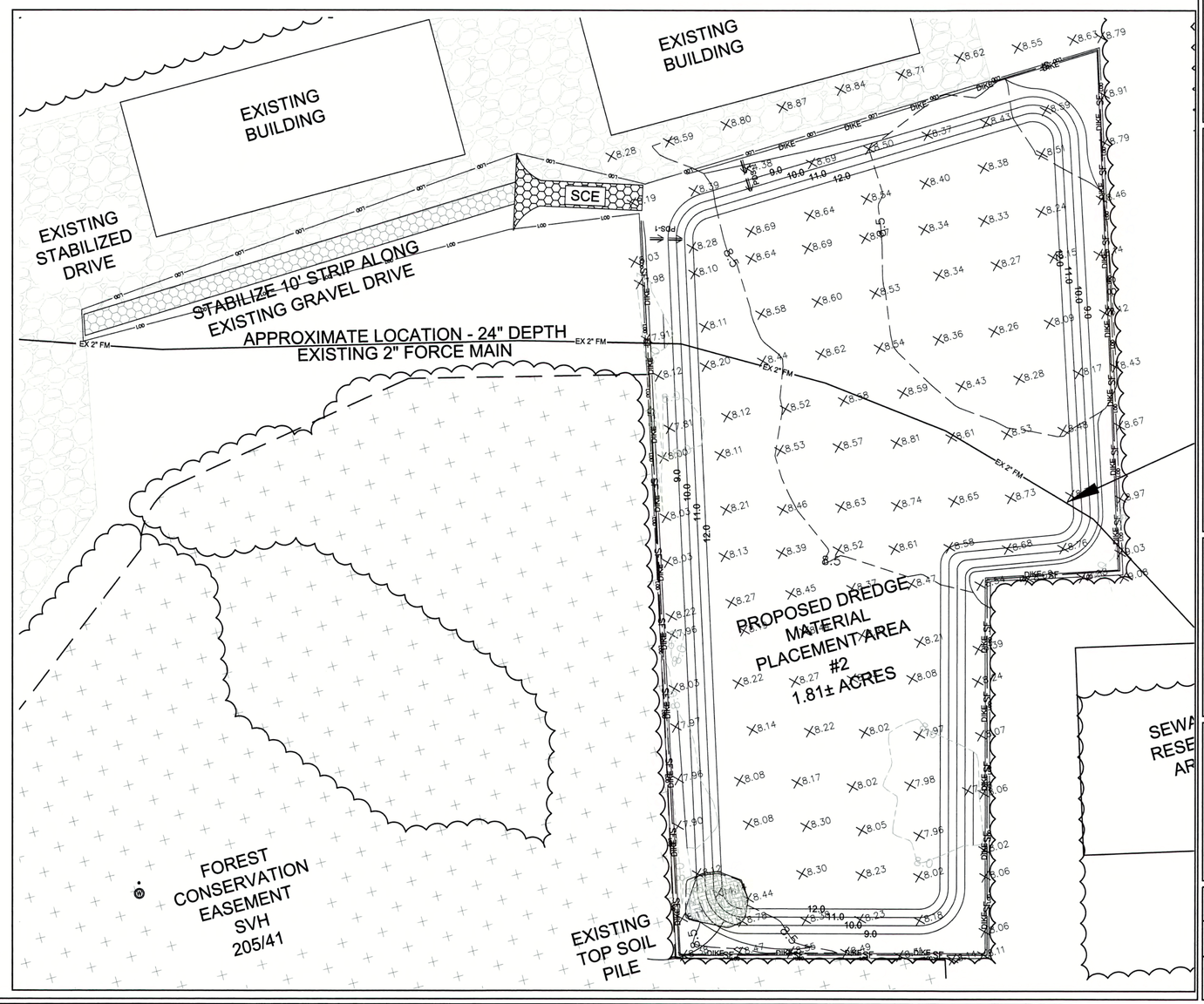
U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE	2011	MARYLAND DEPARTMENT OF ENVIRONMENT WATER MANAGEMENT ADMINISTRATION

SEQUENCE OF CONSTRUCTION:

1. CONTACT THE MARYLAND DEPARTMENT OF THE ENVIRONMENT AT 410-456-1752 TO SCHEDULE A PRE-CONSTRUCTION MEETING AT LEAST 48 HOURS PRIOR TO COMMENCING ANY SITE WORK. **FAILURE TO DO SO MAY RESULT IN AN IMMEDIATE "STOP WORK ORDER".**
2. INSTALL STABILIZED CONSTRUCTION ENTRANCE.
3. INSTALL/CONSTRUCTION OF PERIMETER CONTROLS (SILT FENCE).
4. USE TOPSOIL TO CONSTRUCT EARTH DIKE WITHIN THE SILT FENCE AREA.
5. UPON INSTALLATION OF SILT FENCE AND EARTH DIKE, SITE CAN BE USED FOR DISPOSAL OF DREDGE SPOIL.
6. PERFORM SITE STABILIZATION, INCLUDING THE PLANTING OF ENTIRE DREDGE PLACEMENT SITE.
7. UPON COMPLETION AND FINAL STABILIZATION OF SITE, ALL PERIMETER CONTROLS MAY BE REMOVED.



FILL PLACEMENT SECTION, TYP.
NO SCALE



J. STACEY HART & ASSOCIATES, INC.
SITE PLANNING ENGINEERING
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@staceyhart.com

COPYRIGHT © 2019

REVISIONS

DATE	REVISED FOR:

TOWN OF OCEAN CITY DREDGE MATERIAL PLACEMENT

WENZLAFF PROPERTY
12008 ST. MARTINS NECK ROAD
WORCESTER COUNTY, MARYLAND

PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THIS STATE.

LICENSE NO: MD 22798
EXPIRATION DATE: AUGUST 10, 2020

10/22/2019

SEDIMENT & EROSION CONTROL DETAILS

DRAWN BY:	DATE:
JSH	10/2019
JOB NUMBER: 2019-080	C2
SCALE: 1"=30'	

Record of Soil Exploration

Project Name	TOC
Location	Canal 10
Job Number	2016-042
Boring Number	10A

Boring Method: HSA

Date Started: 9/1/2020

ELEV.	SOIL DESCRIPTION Color,Moisture,Density,Size,Proportion	STRA. DEPTH	DEPTH SCALE	USCS	BORING & SAMPLING NOTES
0.0		0.0	0.0		
	Dark Gray, saturated, elastic SILT				Depth to mudline = 3.5 feet
	Boring Terminated at 1 foot				Laboratory Test Results
			2.5	MH	Atterberg Limits
					Liquid Limit = 120
					Plasticity Index = 70
			5.0		Natural Moisture = 129.0%
					Organic Content = 52.1%
			7.5		
			10.0		
			12.5		
			15.0		
			17.5		
			20.0		

Record of Soil Exploration

Project Name	TOC
Location	Canal 10
Job Number	2016-042
Boring Number	10B

Boring Method: HSA

Date Started: 9/1/2020

ELEV.	SOIL DESCRIPTION Color,Moisture,Density,Size,Proportion	STRA. DEPTH	DEPTH SCALE	USCS	BORING & SAMPLING NOTES
0.0		0.0	0.0		
	Dark Gray, saturated, fine to medium SAND, with some organic silt		2.5	SM	Depth to mudline = 1.0 feet Laboratory Test Results Sieve Analysis Sieve Size — Passing% No.4 — 100 No.10 — 95.9 No.20 — 90.0 No. 40 — 84.4 No. 60 — 60.0 No. 100 — 42.8 No. 200 — 35.2 Natural Moisture = 61.5% Organic Content = 27.3%
	Boring Terminated at 2.5 feet		5.0 7.5 10.0 12.5 15.0 17.5 20.0		

PHASE SEPARATION SCIENCE

6630 Baltimore National Pike
Baltimore, MD 21228
410-747-8770
800-932-9047
www.phaseonline.com

Certificate of Analysis

Project Name: Ocean City
PSS Project No.: 20090211

September 17, 2020

Stacey Hart
J. Stacey Hart & Associates, Inc.
4767 Snow Hill Road
Snow Hill, MD 21863

Reference: PSS Project No: **20090211**
Project Name: Ocean City
Project Location: Canal 10 - OC
Project ID.: 2016-042

Dear Stacey Hart:

This report includes the analytical results from the analyses performed on the samples received under the project name referenced above and identified with the Phase Separation Science (PSS) Project number(s) **20090211**.

All work reported herein has been performed in accordance with current NELAP standards, referenced methodologies, PSS Standard Operating Procedures and the PSS Quality Assurance Manual unless otherwise noted in the Case Narrative Summary. PSS is limited in liability to the actual cost of the sample analysis done.

PSS reserves the right to return any unused samples, extracts or related solutions. Otherwise, the samples are scheduled for disposal, without any further notice, on October 7, 2020, with the exception of air canisters which are cleaned immediately following analysis. This includes any samples that were received with a request to be held but lacked a specific hold period. It is your responsibility to provide a written request defining a specific disposal date if additional storage is required. Upon receipt, the request will be acknowledged by PSS, thus extending the storage period.

This report shall not be reproduced except in full, without the written approval of an authorized PSS representative. A copy of this report will be retained by PSS for at least 5 years, after which time it will be disposed of without further notice, unless prior arrangements have been made.

We thank you for selecting Phase Separation Science, Inc. to serve your analytical needs. If you have any questions concerning this report, do not hesitate to contact us at 410-747-8770 or info@phaseonline.com.

Sincerely,

Dan Prucnal
Laboratory Manager

PHASE SEPARATION SCIENCE

6630 Baltimore National Pike
Baltimore, MD 21228
410-747-8770
800-932-9047
www.phaseonline.com

Explanation of Qualifiers

Project Name: Ocean City
PSS Project No.: 20090211

Project ID: 2016-042

The following samples were received under chain of custody by Phase Separation Science (PSS) on 09/02/2020 at 01:30 pm

PSS Sample ID	Sample ID	Matrix	Date/Time Collected
20090211-001	Canal 10	SOIL	09/01/20 14:00

Please reference the Chain of Custody and Sample Receipt Checklist for specific container counts and preservatives. Any sample conditions not in compliance with sample acceptance criteria are described in Case Narrative Summary.

Notes:

1. The presence of a common laboratory contaminant such as methylene chloride may be considered a possible laboratory artifact. Where observed, appropriate consideration of data should be taken.
2. Unless otherwise noted in the case narrative, results are reported on a dry weight basis with the exception of pH, flashpoint, moisture, and paint filter test.
3. Drinking water samples collected for the purpose of compliance with SDWA may not be suitable for their intended use unless collected by a certified sampler [COMAR 26.08.05.07.C.2].
4. The analyses of 1,2-dibromo-3-chloropropane (DBCP) and 1,2-dibromoethane (EDB) by EPA 524.2 and calcium, magnesium, sodium and iron by EPA 200.8 are not currently promulgated for use in testing to meet the Safe Drinking Water Act and as such cannot be used for compliance purposes. The listings of the current promulgated methods for testing in compliance with the Safe Drinking Water Act can be found in the 40 CFR part 141.1, for the primary drinking water contaminates, and part 141.3, for the secondary drinking water contaminates.
5. Sample prepared under EPA 3550C with concentrations greater than 20 mg/Kg should employ the microtip extraction procedure if required to meet data quality objectives.
6. The analysis of acrolein by EPA 624 must be analyzed within three days of sampling unless pH is adjusted to 4-5 units [40 CFR part 136.3(e)].
7. Method 180.1, The Determination of Turbidity by Nephelometry, recommends samples over 40 NTU be diluted until the turbidity falls below 40 units. Routine samples over 40 NTU may not be diluted as long as the data quality objectives are not affected.
8. Alkalinity results analyzed by EPA 310.2 that are reported by dilution are estimated and are not in compliance with method requirements.

Standard Flags/Abbreviations:

B	A target analyte or common laboratory contaminant was identified in the method blank. Its presence indicates possible field or laboratory contamination.
C	Results Pending Final Confirmation.
E	The data exceeds the upper calibration limit; therefore, the concentration is reported as estimated.
Fail	The result exceeds the regulatory level for Toxicity Characteristic (TCLP) as cited in 40 CFR 261.24 Table 1.
J	The target analyte was positively identified below the reporting limit but greater than the MDL.
MDL	This is the Laboratory Method Detection Limit which is equivalent to the Limit of Detection (LOD). The LOD is an estimate of the minimum amount of a substance that an analytical process can reliably detect. This value will remain constant across multiple similar instrumentation and among different analysts. An LOD is analyte and matrix specific.
ND	Not Detected at or above the reporting limit.
RL	PSS Reporting Limit.
U	Not detected.

Certifications:

NELAP Certifications: PA 68-03330, VA 460156
State Certifications: MD 179, WV 303
Regulated Soil Permit: P330-12-00268
NSWC USCG Accepted Laboratory
LDBE MWAA LD1997-0041-2015

PHASE SEPARATION SCIENCE

6630 Baltimore National Pike
Baltimore, MD 21228
410-747-8770
800-932-9047
www.phaseonline.com

Certificate of Analysis

Project Name: Ocean City
PSS Project No.: 20090211

Sample ID: Canal 10 **Date/Time Sampled: 09/01/2020 14:00** **PSS Sample ID: 20090211-001**
Matrix: SOIL **Date/Time Received: 09/02/2020 13:30**

TCLP Metals — Analytical Method: SW-846 6020 A — Preparation Method: 3010A

	Result	Units	RL	Flag	Dil	TCLP Limit	Prepared	Analyzed	Analyst
Arsenic	ND	mg/L	0.050		1	5	09/09/20	09/09/20 16:34	1051
Barium	ND	mg/L	1.0		1	100	09/09/20	09/09/20 16:34	1051
Cadmium	ND	mg/L	0.050		1	1	09/09/20	09/09/20 16:34	1051
Chromium	ND	mg/L	0.050		1	5	09/09/20	09/09/20 16:34	1051
Lead	ND	mg/L	0.050		1	5	09/09/20	09/09/20 16:34	1051
Mercury	ND	mg/L	0.0020		1	0.2	09/09/20	09/09/20 16:34	1051
Selenium	ND	mg/L	0.050		1	1	09/09/20	09/09/20 16:34	1051
Silver	ND	mg/L	0.050		1	5	09/09/20	09/09/20 16:34	1051

TCLP Organochlorine Pesticides — Analytical Method: SW-846 8081 B — Preparation Method: SW3510C

Qualifier(s): See Batch 177641 on Case Narrative.

	Result	Units	RL	Flag	Dil	TCLP Limit	Prepared	Analyzed	Analyst
Chlordane	ND	mg/L	0.010		1	0.03	09/03/20	09/04/20 11:03	1029
Endrin	ND	mg/L	0.00040		1	0.02	09/03/20	09/04/20 11:03	1029
Heptachlor	ND	mg/L	0.00040		1	0.008	09/03/20	09/04/20 11:03	1029
gamma-BHC (Lindane)	ND	mg/L	0.00040		1	0.4	09/03/20	09/04/20 11:03	1029
Heptachlor epoxide	ND	mg/L	0.00040		1	0.008	09/03/20	09/04/20 11:03	1029
Methoxychlor	ND	mg/L	0.00040		1	10	09/03/20	09/04/20 11:03	1029
Toxaphene	ND	mg/L	0.010		1	0.5	09/03/20	09/04/20 11:03	1029

Surrogate(s)	*Recovery*		*Limits*					
Decachlorobiphenyl	*117*	*%*	*43-168*		*1*	*09/03/20*	*09/04/20 11:03*	*1029*
Tetrachloro-m-xylene	*97*	*%*	*47-142*		*1*	*09/03/20*	*09/04/20 11:03*	*1029*

TCLP Chlorinated Herbicides — Analytical Method: SW-846 8151 A — Preparation Method: 8151A

Qualifier(s): See Batch 177634 on Case Narrative.

	Result	Units	RL	Flag	Dil	TCLP Limit	Prepared	Analyzed	Analyst
2,4-D	ND	mg/L	0.19		10	10	09/03/20	09/08/20 12:39	1029
2,4,5-TP (Silvex)	ND	mg/L	0.019		10	1	09/03/20	09/08/20 12:39	1029

Surrogate(s)	*Recovery*		*Limits*					
2,4-Dichlorophenylacetic Acid	*125*	*%*	*74-117*	*	*10*	*09/03/20*	*09/08/20 12:39*	*1029*

PHASE SEPARATION SCIENCE

6630 Baltimore National Pike
Baltimore, MD 21228
410-747-8770
800-932-9047
www.phaseonline.com

Certificate of Analysis

Project Name: Ocean City
PSS Project No.: 20090211

Sample ID: Canal 10 **Date/Time Sampled: 09/01/2020 14:00** **PSS Sample ID: 20090211-001**
Matrix: SOIL **Date/Time Received: 09/02/2020 13:30**

TCLP Volatile Organic Compounds — Analytical Method: SW-846 8260 B — Preparation Method: 5030B

Qualifier(s): See Sample Receipt section on Case Narrative.

	Result	Units	RL	Flag	Dil	TCLP Limit	Prepared	Analyzed	Analyst
Vinyl Chloride	ND	mg/L	0.10		100	0.2	09/06/20	09/06/20 13:26	1014
1,1-Dichloroethene	ND	mg/L	0.10		100	0.7	09/06/20	09/06/20 13:26	1014
2-Butanone	ND	mg/L	1.0		100	200	09/06/20	09/06/20 13:26	1014
Chloroform	ND	mg/L	0.10		100	6	09/06/20	09/06/20 13:26	1014
Carbon Tetrachloride	ND	mg/L	0.10		100	0.5	09/06/20	09/06/20 13:26	1014
Benzene	ND	mg/L	0.10		100	0.5	09/06/20	09/06/20 13:26	1014
1,2-Dichloroethane	ND	mg/L	0.10		100	0.5	09/06/20	09/06/20 13:26	1014
Trichloroethene	ND	mg/L	0.10		100	0.5	09/06/20	09/06/20 13:26	1014
Tetrachloroethylene	ND	mg/L	0.10		100	0.7	09/06/20	09/06/20 13:26	1014
Chlorobenzene	ND	mg/L	0.10		100	100	09/06/20	09/06/20 13:26	1014
1,4-Dichlorobenzene	ND	mg/L	0.10		100	7.5	09/06/20	09/06/20 13:26	1014

Surrogate(s)	*Recovery*		*Limits*				
4-Bromofluorobenzene	*102*	*%*	*88-112*	*100*	*09/06/20*	*09/06/20 13:26*	*1014*
Dibromofluoromethane	*101*	*%*	*93-111*	*100*	*09/06/20*	*09/06/20 13:26*	*1014*
Toluene-D8	*100*	*%*	*94-107*	*100*	*09/06/20*	*09/06/20 13:26*	*1014*

TCLP Semivolatile Organic Compounds — Analytical Method: SW-846 8270 C — Preparation Method: SW3510C

	Result	Units	RL	Flag	Dil	TCLP Limit	Prepared	Analyzed	Analyst
2,4-Dinitrotoluene	ND	mg/L	0.10		1	0.13	09/03/20	09/09/20 14:12	1059
Hexachlorobenzene	ND	mg/L	0.10		1	0.13	09/03/20	09/09/20 14:12	1059
Hexachlorobutadiene	ND	mg/L	0.10		1	0.5	09/03/20	09/09/20 14:12	1059
Hexachloroethane	ND	mg/L	0.10		1	3	09/03/20	09/09/20 14:12	1059
2-methylphenol	ND	mg/L	0.10		1	200	09/03/20	09/09/20 14:12	1059
3&4-Methylphenol	ND	mg/L	0.10		1	200	09/03/20	09/09/20 14:12	1059
Nitrobenzene	ND	mg/L	0.10		1	2	09/03/20	09/09/20 14:12	1059
Pentachlorophenol	ND	mg/L	0.10		1	100	09/03/20	09/09/20 14:12	1059
Pyridine	ND	mg/L	0.10		1	5	09/03/20	09/09/20 14:12	1059
2,4,6-Trichlorophenol	ND	mg/L	0.10		1	2	09/03/20	09/09/20 14:12	1059
2,4,5-Trichlorophenol	ND	mg/L	0.10		1	400	09/03/20	09/09/20 14:12	1059

PHASE SEPARATION SCIENCE

6630 Baltimore National Pike
Baltimore, MD 21228
410-747-8770
800-932-9047
www.phaseonline.com

Certificate of Analysis

Project Name: Ocean City
PSS Project No.: 20090211

Sample ID: Canal 10 **Date/Time Sampled: 09/01/2020 14:00** **PSS Sample ID: 20090211-001**
Matrix: SOIL **Date/Time Received: 09/02/2020 13:30**

TCLP Semivolatile Organic Compounds Analytical Method: SW-846 8270 C Preparation Method: SW3510C

Surrogate(s)	*Recovery*		*Limits*				
2-Fluorobiphenyl	*85*	*%*	*53-103*	*1*	*09/03/20*	*09/09/20 14:12*	*1059*
2-Fluorophenol	*89*	*%*	*56-104*	*1*	*09/03/20*	*09/09/20 14:12*	*1059*
Nitrobenzene-d5	*90*	*%*	*44-103*	*1*	*09/03/20*	*09/09/20 14:12*	*1059*
Phenol-d6	*90*	*%*	*47-108*	*1*	*09/03/20*	*09/09/20 14:12*	*1059*
Terphenyl-D14	*92*	*%*	*69-111*	*1*	*09/03/20*	*09/09/20 14:12*	*1059*
2,4,6-Tribromophenol	*92*	*%*	*42-118*	*1*	*09/03/20*	*09/09/20 14:12*	*1059*

6630 Baltimore National Pike
Baltimore, MD 21228
410-747-8770
800-932-9047
www.phaseonline.com

Project Name: Ocean City

PSS Project No.: 20090211

Any holding time exceedances, deviations from the method specifications, regulatory requirements or variations to the procedures outlined in the PSS Quality Assurance Manual are outlined below.

Matrix spike and matrix spike duplicate analyses may not be performed due to insufficient sample quantity. In these instances, a laboratory control sample and laboratory control sample duplicate are analyzed unless otherwise noted or specified in the method.

Sample Receipt:

Sample(s) received at a temperature greater than 6 degrees C and ice was present.

Analytical:

TCLP Organochlorine Pesticides

Batch: 177641

Method exceedance: Recovery of peak one for opening toxaphene CCV, peak one and five for closing toxaphene is above acceptance limits of 80-120%.

Analytical:

TCLP Chlorinated Herbicides

Batch: 177634

Method exceedance: Laboratory control sample duplicate (LCSD) was double-spiked and the recoveries are acceptable.

NELAP accreditation was held for all analyses performed unless noted below. See www.phaseonline.com for complete PSS scope of accreditation.

PHASE SEPARATION SCIENCE

6630 Baltimore National Pike
Baltimore, MD 21228
410-747-8770
800-932-9047
www.phaseonline.com

Lab Chronology

Project Name: Ocean City
PSS Project No.: 20090211

Method	Client Sample ID	Analysis Type	PSS Sample ID	Mtx	Prep Batch	Analytical Batch	Prepared	Analyzed
SW 1311 SV	Canal 10	SMP	20090211-001	W	177496	177496	09/02/2020 16:00	09/02/2020 16:00
SW 1311 ZHE	Canal 10	SMP	20090211-001	W	177497	177497	09/02/2020 16:00	09/02/2020 16:00
SW-846 6020 A	Canal 10	Initial	20090211-001	W	83012	177666	09/09/2020 10:46	09/09/2020 16:34
	83012-1-BKS	BKS	83012-1-BKS	W	83012	177666	09/09/2020 10:46	09/09/2020 14:44
	83012-1-BLK	BLK	83012-1-BLK	W	83012	177666	09/09/2020 10:46	09/09/2020 14:40
	203121049 S	MS	20090202-001 S	W	83012	177666	09/09/2020 10:46	09/09/2020 16:10
	203121049 SD	MSD	20090202-001 S	W	83012	177666	09/09/2020 10:46	09/09/2020 16:14
SW-846 8081 B	Canal 10	Initial	20090211-001	W	82965	177641	09/03/2020 12:46	09/04/2020 11:03
	82965-1-BKS	BKS	82965-1-BKS	W	82965	177641	09/03/2020 12:46	09/04/2020 09:22
	82965-1-BLK	BLK	82965-1-BLK	W	82965	177641	09/03/2020 12:46	09/04/2020 09:08
	82965-1-BSD	BSD	82965-1-BSD	W	82965	177641	09/03/2020 12:46	09/04/2020 09:37
	203341009 S	MS	20090207-001 S	W	82965	177641	09/03/2020 12:46	09/04/2020 09:51
SW-846 8151 A	Canal 10	Initial	20090211-001	W	82973	177634	09/03/2020 19:55	09/08/2020 12:39
	82973-1-BKS	BKS	82973-1-BKS	W	82973	177634	09/03/2020 19:55	09/08/2020 11:07
	82973-1-BLK	BLK	82973-1-BLK	W	82973	177634	09/03/2020 19:55	09/08/2020 10:48
	82973-1-BSD	BSD	82973-1-BSD	W	82973	177634	09/03/2020 19:55	09/08/2020 11:25
	203121049 S	MS	20090202-001 S	W	82973	177634	09/03/2020 19:55	09/08/2020 11:44
SW-846 8260 B	Canal 10	Initial	20090211-001	W	82987	177580	09/06/2020 08:33	09/06/2020 13:26
	82987-1-BKS	BKS	82987-1-BKS	W	82987	177580	09/06/2020 08:33	09/06/2020 09:18
	82987-1-BLK	BLK	82987-1-BLK	W	82987	177580	09/06/2020 08:33	09/06/2020 12:41
	Canal 10 S	MS	20090211-001 S	W	82987	177580	09/06/2020 08:33	09/06/2020 10:03
	Canal 10 SD	MSD	20090211-001 S	W	82987	177580	09/06/2020 08:33	09/06/2020 10:25
SW-846 8270 C	82968-1-BKS	BKS	82968-1-BKS	W	82968	177632	09/03/2020 13:57	09/08/2020 13:34
	82968-1-BLK	BLK	82968-1-BLK	W	82968	177632	09/03/2020 13:57	09/08/2020 12:42
	82968-1-BSD	BSD	82968-1-BSD	W	82968	177632	09/03/2020 13:57	09/08/2020 14:00
	S1 (Boring ATS-15) S	MS	20090109-001 S	W	82968	177632	09/03/2020 13:57	09/08/2020 16:50
	Canal 10	Initial	20090211-001	W	82968	177657	09/03/2020 13:57	09/09/2020 14:12

PHASE SEPARATION SCIENCE

6630 Baltimore National Pike
Baltimore, MD 21228
410-747-8770
800-932-9047
www.phaseonline.com

QC Summary

Project Name Ocean City
PSS Project No.: 20090211

Analytical Method: SW-846 6020 A Prep Method: SW3010A
Seq Number: 177666 Matrix: Water Date Prep: 09/09/20
MB Sample Id: 83012-1-BLK LCS Sample Id: 83012-1-BKS

Parameter	MB Result	Spike Amount	LCS Result	LCS %Rec	Limits	Units	Flag
Arsenic	<0.05000	0.4000	0.4093	102	80-120	mg/L	
Barium	<1.000	2.000	2.003	100	80-120	mg/L	
Cadmium	<0.05000	0.4000	0.3919	98	80-120	mg/L	
Chromium	<0.05000	0.4000	0.4090	102	80-120	mg/L	
Lead	<0.05000	0.4000	0.3828	96	80-120	mg/L	
Mercury	<0.002000	0.01000	0.009610	96	80-120	mg/L	
Selenium	<0.05000	0.4000	0.4253	106	80-120	mg/L	
Silver	<0.05000	0.4000	0.3921	98	80-120	mg/L	

Analytical Method: SW-846 8081 B Prep Method: SW3510C
Seq Number: 177641 Matrix: Water Date Prep: 09/03/20
MB Sample Id: 82965-1-BLK LCS Sample Id: 82965-1-BKS LCSD Sample Id: 82965-1-BSD

Parameter	MB Result	Spike Amount	LCS Result	LCS %Rec	LCSD Result	LCSD %Rec	Limits	%RPD	RPD Limit	Units	Flag
Endrin	<0.00004	0.0002	0.0002046	102	0.0002129	106	54-132	4	20	mg/L	
Heptachlor	<0.00004	0.0002	0.000213	107	0.0002215	111	59-127	4	20	mg/L	
gamma-BHC (Lindane)	<0.00004	0.0002	0.0002006	100	0.0002101	105	59-127	5	20	mg/L	
Heptachlor epoxide	<0.00004	0.0002	0.0002053	103	0.0002123	106	60-125	3	20	mg/L	
Methoxychlor	<0.00004	0.0002	0.0001894	95	0.0001982	99	50-133	4	20	mg/L	

Surrogate	MB %Rec	MB Flag	LCS Result	LCS Flag	LCSD Result	LCSD Flag	Limits	Units
Decachlorobiphenyl	90		112		115		43-168	%
Tetrachloro-m-xylene	86		95		103		47-142	%

Analytical Method: SW-846 8151 A Prep Method: SW8151A_PREP
Seq Number: 177634 Matrix: Water Date Prep: 09/03/20
MB Sample Id: 82973-1-BLK LCS Sample Id: 82973-1-BKS LCSD Sample Id: 82973-1-BSD

Parameter	MB Result	Spike Amount	LCS Result	LCS %Rec	LCSD Result	LCSD %Rec	Limits	%RPD	RPD Limit	Units	Flag
2,4-D	<0.001880	0.005640	0.006182	110	0.01139	101	60-114	9	20	mg/L	
2,4,5-TP (Silvex)	<0.00019	0.00057	0.0006916	121	0.001308	115	64-141	5	20	mg/L	

Surrogate	MB %Rec	MB Flag	LCS Result	LCS Flag	LCSD Result	LCSD Flag	Limits	Units
2,4-Dichlorophenylacetic Acid	118	*	118	*	105		74-117	%

PHASE SEPARATION SCIENCE

6630 Baltimore National Pike
Baltimore, MD 21228
410-747-8770
800-932-9047
www.phaseonline.com

QC Summary

Project Name Ocean City
PSS Project No.: 20090211

Analytical Method: SW-846 8270 C Prep Method: SW3510C
Seq Number: 177632 Matrix: Water Date Prep: 09/03/20
MB Sample Id: 82968-1-BLK LCS Sample Id: 82968-1-BKS LCSD Sample Id: 82968-1-BSD

Parameter	MB Result	Spike Amount	LCS Result	LCS %Rec	LCSD Result	LCSD %Rec	Limits	%RPD	RPD Limit	Units	Flag
2,4-Dinitrotoluene	<0.005000	0.04000	0.04462	112	0.04345	109	69-132	3	20	mg/L	
Hexachlorobenzene	<0.005000	0.04000	0.03869	97	0.03835	96	65-133	1	20	mg/L	
Hexachlorobutadiene	<0.005000	0.04000	0.03872	97	0.03890	97	63-125	0	20	mg/L	
Hexachloroethane	<0.005000	0.04000	0.03554	89	0.03767	94	61-116	6	20	mg/L	
2-methylphenol	<0.005000	0.04000	0.03813	95	0.04092	102	67-125	7	20	mg/L	
3&4-Methylphenol	<0.005000	0.04000	0.03839	96	0.04083	102	68-125	6	20	mg/L	
Nitrobenzene	<0.005000	0.04000	0.04010	100	0.04098	102	56-124	2	20	mg/L	
Pentachlorophenol	<0.005000	0.04000	0.03450	86	0.03524	88	59-136	2	20	mg/L	
Pyridine	<0.005000	0.04000	0.02957	74	0.03056	76	52-108	3	20	mg/L	
2,4,6-Trichlorophenol	<0.005000	0.04000	0.03737	93	0.03881	97	64-128	4	20	mg/L	
2,4,5-Trichlorophenol	<0.005000	0.04000	0.04000	100	0.04131	103	65-132	3	20	mg/L	

Surrogate	MB %Rec	MB Flag	LCS Result	LCS Flag	LCSD Result	LCSD Flag	Limits	Units
2-Fluorobiphenyl	74		84		85		53-103	%
2-Fluorophenol	87		79		88		56-104	%
Nitrobenzene-d5	93		90		93		44-103	%
Phenol-d6	85		87		91		47-108	%
Terphenyl-D14	91		92		93		69-111	%
2,4,6-Tribromophenol	116		107		109		42-118	%

Analytical Method: SW-846 8260 B Prep Method: SW5030B
Seq Number: 177580 Matrix: Water Date Prep: 09/06/20
MB Sample Id: 82987-1-BLK LCS Sample Id: 82987-1-BKS

Parameter	MB Result	Spike Amount	LCS Result	LCS %Rec	Limits	Units	Flag
Vinyl Chloride	<0.001000	0.05000	0.05088	102	75-113	mg/L	
1,1-Dichloroethene	<0.001000	0.05000	0.05076	102	71-124	mg/L	
2-Butanone	<0.01000	0.05000	0.05387	108	51-113	mg/L	
Chloroform	<0.001000	0.05000	0.05154	103	81-113	mg/L	
Carbon Tetrachloride	<0.001000	0.05000	0.05041	101	85-125	mg/L	
Benzene	<0.001000	0.05000	0.05136	103	82-115	mg/L	
1,2-Dichloroethane	<0.001000	0.05000	0.05217	104	78-118	mg/L	
Trichloroethene	<0.001000	0.05000	0.05066	101	82-117	mg/L	
Tetrachloroethylene	<0.001000	0.05000	0.05046	101	83-113	mg/L	
Chlorobenzene	<0.001000	0.05000	0.05118	102	80-116	mg/L	
1,4-Dichlorobenzene	<0.001000	0.05000	0.05172	103	79-119	mg/L	

Surrogate	MB %Rec	MB Flag	LCS Result	LCS Flag	Limits	Units
4-Bromofluorobenzene	101		100		88-112	%
Dibromofluoromethane	99		99		93-111	%
Toluene-D8	100		101		94-107	%

PHASE SEPARATION SCIENCE

6630 Baltimore National Pike
Baltimore, MD 21228
410-747-8770
800-932-9047
www.phaseonline.com

QC Summary

Project Name Ocean City
PSS Project No.: 20090211

Analytical Method: SW-846 8260 B Prep Method: SW5030B
Seq Number: 177580 Matrix: Soil Date Prep: 09/06/20
Parent Sample Id: 20090211-001 MS Sample Id: 20090211-001 S MSD Sample Id: 20090211-001 SD

Parameter	Parent Result	Spike Amount	MS Result	MS %Rec	MSD Result	MSD %Rec	Limits	%RPD	RPD Limit	Units	Flag
Vinyl Chloride	<0.1000	5.000	4.974	99	4.546	91	71-126	8	25	mg/L	
1,1-Dichloroethene	<0.1000	5.000	5.065	101	4.538	91	76-130	10	25	mg/L	
2-Butanone	<1.000	5.000	3.863	77	3.548	71	53-93	8	25	mg/L	
Chloroform	<0.1000	5.000	4.689	94	4.451	89	82-120	5	25	mg/L	
Carbon Tetrachloride	<0.1000	5.000	4.987	100	4.678	94	89-130	6	25	mg/L	
Benzene	<0.1000	5.000	4.765	95	4.514	90	83-121	5	25	mg/L	
1,2-Dichloroethane	<0.1000	5.000	4.700	94	4.488	90	78-121	4	25	mg/L	
Trichloroethene	<0.1000	5.000	4.753	95	4.482	90	81-123	5	25	mg/L	
Tetrachloroethylene	<0.1000	5.000	4.781	96	4.580	92	74-132	4	25	mg/L	
Chlorobenzene	<0.1000	5.000	4.633	93	4.508	90	81-122	3	25	mg/L	
1,4-Dichlorobenzene	<0.1000	5.000	4.577	92	4.459	89	77-122	3	25	mg/L	

Surrogate	MS Result	MS Flag	MSD Result	MSD Flag	Limits	Units
4-Bromofluorobenzene	98		99		88-112	%
Dibromofluoromethane	100		100		93-111	%
Toluene-D8	102		101		94-107	%

F = RPD exceeded the laboratory control limits
X = Recovery of MS, MSD or both outside of QC Criteria
H= Recovery of BS,BSD or both exceeded the laboratory control limits
L = Recovery of BS,BSD or both below the laboratory control limits

SAMPLE CHAIN OF CUSTODY/AGREEMENT FORM

PHASE SEPARATION SCIENCE, INC.

www.phaseonline.com
email: info@phaseonline.com

(1)
*CLIENT: J. Stacey Hart & Assoc, Inc *OFFICE LOC.: Snow Hill
*PROJECT MGR: Stacey *PHONE NO.: 410-430-4169
EMAIL: stacey@jstaceyhart.com FAX NO.: 877-646-4365
*PROJECT NAME: Ocean City PROJECT NO.: 2016-042
SITE LOCATION: Canal 10 - OC P.O. NO.:
SAMPLERS: DW CERT NO.:

PSS Work Order #: 20090211 PAGE ____ OF ____

Matrix Codes:
SW=Surface Wtr **DW**=Drinking Wtr **GW**=Ground Wtr **WW**=Waste Wtr **O**=Oil **S**=Soil **WL**=Waste Liquid **WS**=Waste Solid **W**= Wipe

(2)

LAB NO.	SAMPLE IDENTIFICATION	DATE	TIME	MATRIX (See Codes)	No. CONTAINERS	SAMPLE TYPE C = COMP G = GRAB	Click to enter Analysis	TCLP complete	n/a	Preservatives Used	* (3) Analysis/ Method Required	REMARKS
1&1	canal 10	9/1	2		1			✓				Click to enter Remarks

(5)

Relinquished By: (1)	Date	Time	Received By:
Stacey Hart	9/2		Robert Hart
Relinquished By: (2)	Date	Time	Received By:
	9/2/20	1330	
Relinquished By: (3)	Date	Time	Received By:
Relinquished By: (4)	Date	Time	Received By:

(4)
*Requested Turnaround Time
☐ 5-Day ☐ 3-Day ☐ 2-Day
☐ Next Day ☐ Emergency ☒ Other

Data Deliverables Required:

# of Coolers: 1
Custody Seal: ABJ
Ice Present: PRES Temp: 18.2°C
Shipping Carrier: CLIENT

Special Instructions:

6630 Baltimore National Pike • Route 40 West • Baltimore, Maryland 21228 • (410) 747-8770 • (800) 932-9047 • Fax (410) 788-8723

The client (Client Name), by signing, or having client's agent sign, this "Sample Chain of Custody/Agreement Form", agrees to pay for the above requested services per the latest version of the Service Brochure or PSS-provided quotation including any and all attorney's or other reasonable fees if collection becomes necessary. * = REQUIRED

PHASE SEPARATION SCIENCE

6630 Baltimore National Pike
Baltimore, MD 21228
410-747-8770
800-932-9047
www.phaseonline.com

Sample Receipt Checklist

Project Name: Ocean City
PSS Project No.: 20090211

Client Name J. Stacey Hart & Associates, Inc.
Disposal Date 10/07/2020

Received By Thomas Wingate
Date Received 09/02/2020 01:30:00 PM
Delivered By Client
Tracking No Not Applicable
Logged In By Thomas Wingate

Shipping Container(s)
No. of Coolers 1

		Ice	Present
Custody Seal(s) Intact?	N/A	Temp (deg C)	18.2
Seal(s) Signed / Dated?	N/A	Temp Blank Present	No

Documentation

		Sampler Name	Not Provided
COC agrees with sample labels?	Yes		N/A
Chain of Custody	Yes		

Sample Container

		Custody Seal(s) Intact?	Not Applicable
Appropriate for Specified Analysis?	Yes	Seal(s) Signed / Dated	Not Applicable
Intact?	Yes		
Labeled and Labels Legible?	Yes		

Holding Time

		Total No. of Samples Received	1
All Samples Received Within Holding Time(s)?	Yes	Total No. of Containers Received	1

Preservation

Total Metals	(pH<2)	N/A
Dissolved Metals, filtered within 15 minutes of collection	(pH<2)	N/A
Orthophosphorus, filtered within 15 minutes of collection		N/A
Cyanides	(pH>12)	N/A
Sulfide	(pH>9)	N/A
TOC, DOC (field filtered), COD, Phenols	(pH<2)	N/A
TOX, TKN, NH3, Total Phos	(pH<2)	N/A
VOC, BTEX (VOA Vials Rcvd Preserved)	(pH<2)	N/A
Do VOA vials have zero headspace?		N/A
624 VOC (Rcvd at least one unpreserved VOA vial)		N/A
524 VOC (Rcvd with trip blanks)	(pH<2)	N/A

Comments: (Any "No" response must be detailed in the comments section below.)

For any improper preservation conditions, list sample ID, preservative added (reagent ID number) below as well as documentation of any client notification as well as client instructions. Samples for pH, chlorine and dissolved oxygen should be analyzed as soon as possible, preferably in the field at the time of sampling. Samples which require thermal preservation shall be considered acceptable when received at a temperature above freezing to 6°C. Samples that are hand delivered on the day that they are collected may not meet these criteria but shall be considered acceptable if there is evidence that the chilling process has begun such as arrival on ice.

Sample(s) received at a temperature greater than 6 degrees C and ice was present.

Samples Inspected/Checklist Completed By: Thomas Wingate — Date: 09/02/2020

PM Review and Approval: Amber Confer — Date: 09/02/2020

12/5/2019

Town of Ocean City
301 Baltimore Ave
Ocean City, Maryland 21842

RE: Registration of Application Number: MDRCX01Y1

Dear Mr. Terence McGean:

This letter confirms your authorization for coverage under the 2014 General Permit for Stormwater Associated with Construction Activity (MDRC) for discharges into:
Isle of Wight Bay (02130103)
In signing the eNOI, providing Certification of an approved Erosion and Sediment Control (E&SC) plan and paying the permit fee, you have certified your agreement to comply with the terms of this permit for:

Ocean City Dredge Material Placement Site
Issued to
Town of Ocean City
for
4.99 acres
at property located at
12008 St. Martins Neck Rd Bishopville, Maryland 21813-0521

The permit coverage is identified by the Registration Number MDRCX01Y1. This coverage will continue under the terms of the General Permit until the permit is renewed by MDE (Part VI.B).

You should print the full permit text by going to MDE's website or from this link "mdewwp.page.link/CGP". You must become thoroughly familiar with the content of the permit and post a copy onsite. A summary of the permit requirements and provision are provided below:

In addition to stormwater associated with construction activity, Per Part III.A.4 of the permit, non-stormwater discharges from: dewatering from construction excavations, which must be managed by controls in accordance with the 2011 Standards and Specifications for Soil Erosion and Sediment Control (ES&C); fire fighting activities; air conditioning condensate; uncontaminated spring water; and foundation or footing drains where flows are not causing an erosive condition or contaminated with process materials such as solvents are permissible. Any discharges not authorized by the General Permit may require additional permit coverage (Part III.A.3).

The permit requirements include:

- (Part III.C) Notification requirements in the event of a hazardous substances or oil spill on-site.
- (Part III.D) Training requirements of all site personnel to understand aspects of permit and plan compliance relevant to their specific duties.
- (Part IV.A) Effluent Limitations, including selecting, installing, implementing and maintaining control measures (i.e., BMPs, controls, practices, etc.) at the construction site that minimize pollutants in the discharge, as well as requirements to modify controls or ceasing those discharges as required.
- (Part IV.B) Prevention of the discharge of sediment to surface waters, or conveyance systems leading to surface waters, including required corrective actions and on-site documentation.
- (Part IV.C.1) Mandatory inspection and frequency requirements.
  (Part IV.C.2) Requirements for posting information regarding this registration.
- (Part IV.C.3) Onsite record maintenance, including that the approved E&SC plan, the
- approved stormwater management plan, a copy of the general permit, the eNOI and a copy of this registration letter.
- (Part IV.C.3.b) Written report requirements including use of the form as provided by MDE (available on MDE's website "mdewwp.page.link/CGP" as a fillable Microsoft Word from and as an Adobe Acrobat file.
- (Part IV.D) Upon request, reporting requirements that may apply to you.

Remember to contact the compliance program to schedule a preconstruction meeting 2 weeks prior to starting construction. If the current E&SC plan approval covers only part of the entire site, be advised that this registration does not authorize discharges from the other portions for the site until the appropriate E&SC approval authority approves the E&SC plan for those portions. The responsible party is required to submit any Modifications to this coverage, Transfers of Authorization, or Notices of Termination via the ePermits portal. If your contact information changes, update it through the ePermits portal.

If you have any questions, please call the administrative team for the General Permit at (410) 537-3019.

Sincerely,

Paul Hlavinka

Industrial and General Permits Division

Wastewater Permits Program

March 12, 2021

Town of Ocean City
c/o J. Stacey Hart and Associates, Inc
Attention: J. Stacey Hart
PO Box 6
Snow Hill, MD 21863

Via email: stacey@jstaceyhart.com

Re: Agency Interest Number: 169395
Tracking Number: 202061455
Tidal Authorization Number: 20-WP-0979

Dear Town of Ocean City:

Your application to alter tidal wetlands has been evaluated by the Tidal Wetlands Division. Your State wetlands license or permit authorizing work in tidal wetlands is attached. Please take a moment to read and review your authorization to ensure that you understand the limits of the authorized work and all of the general and special conditions.

Your project does not qualify for federal approval under the Maryland State Programmatic General Permit (MDSPGP). A separate review by the U.S. Army Corps of Engineers and issuance of the required federal permit is necessary. The federal permit is not attached. You should not begin any work until you have obtained all necessary State, local, and federal authorizations.

This State authorization is a final agency decision; there is no further opportunity for administrative review. Any person with standing, who is either the applicant or who participated in the public participation process through the submission of written or oral comments, may petition for judicial review in the circuit court in the county where the authorized activity will occur. The petition for judicial review must be filed with the court within 30 days of receipt of this decision. Please contact Joe Kincaid at joe.kincaid@maryland.gov or 410-901-4044 with any questions.

Sincerely,

Jonathan Stewart, Chief
Eastern Region
Tidal Wetlands Division

STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION
PRIVATE WETLANDS PERMIT

PERMIT NUMBER: **20-WP-0979**
EFFECTIVE DATE: **March 09, 2021**
EXPIRATION DATE: **March 09, 2024**
PERMITTEE: **Town of Ocean City**
ADDRESS: **204 65th St, Bldg. E**
Ocean City, Maryland 21842
PROJECT LOCATION: **Canal #10**
Ocean City, MD 21842
Unnamed Canal(s) Isle of Wight Bay in Worcester County

PURSUANT TO TITLE 16 OF THE ENVIRONMENT ARTICLE, ANNOTATED CODE OF MARYLAND, AND CODE OF MARYLAND REGULATIONS 26.24, **Town of Ocean City** ("PERMITTEE") IS AUTHORIZED BY THE WATER AND SCIENCE ADMINISTRATION ("ADMINISTRATION") TO CONDUCT THE FOLLOWING REGULATED ACTIVITY IN PRIVATE WETLANDS, IN ACCORDANCE WITH THE CONDITIONS OF THIS PERMIT AND THE ATTACHED PLANS APPROVED BY THE ADMINISTRATION'S TIDAL WETLANDS DIVISION ON **March 09, 2021**, AND PREPARED BY **Stacey Hart** AND INCORPORATED HEREIN:

To maintenance dredge by mechanical method in three areas:

1. *A 30-foot wide by 275-foot long area to a maximum depth of 6.0 feet at mean low water;*
2. *A 60-foot wide by 2,055-foot long area to maximum depth of 6.0 feet at mean low water;*
3. *A 3,330 foot long area with varying widths along 200 water front properties with a total area of 187,300 square feet to a depth of 5.0 feet at mean low water; and*
4. *To transport a total of 7,300 cubic yards dredged material in watertight trucks to an approved dredged disposal site located at 12008 Saint Martin's Neck Road in Bishopville, MD 21813.*

This project provides for periodic maintenance dredging for six years.

SPECIAL CONDITIONS

A. The Permittee shall transport all dredged material in watertight trucks. No dredged material shall be discharged onto the roadways of the State.

B. The Permittee shall not perform any in water work from April 1 to June 30, of any year, for the protection of summer juvenile flounder. **A time of year exception has been granted for 2021 only; the Permittee shall not perform any in water work from April 14, 2021 to June 30, 2021.**

C. The Permittee shall conduct subsequent maintenance dredging within the scope of this license in terms of authorized dredge area and authorized depths. The licensee shall:

1. Dredge no more than 500 cubic yards of material at each maintenance dredging.
2. Comply with all applicable conditions of this license.
3. Submit a detailed dredged material disposal plan to be approved by the Water and Science Administration, Tidal Wetlands Division prior to the start of dredging.
4. Notify and receive approval from the Water and Science Administration, Compliance Program a minimum of 10 days prior to the start of each maintenance dredging operation.

GENERAL CONDITIONS

A. The Maryland Department of the Environment has determined that the proposed activities comply with and will be conducted in a manner consistent with the State's Coastal Zone Management Program, as required by Section 307 of the Federal Coastal Zone Management Act of 1972, as amended.

B. The Permittee shall comply with all Critical Area requirements and obtain all necessary authorizations from local jurisdiction. This Permit does not constitute authorization for disturbance in the 100-foot Critical Area Buffer. "Disturbance" in the Buffer means clearing, grading, construction activities, or removal of any size of tree or vegetation. Any anticipated Buffer disturbance requires prior written approval, before commencement of land disturbing activity, from local jurisdiction in the form of a Buffer Management Plan.

C. If the authorized work is not performed by the property owner, all work performed under this Tidal Wetlands License shall be conducted by a marine contractor licensed by the Marine Contractors Licensing Board (MCLB) in accordance with Title 17 of the Environment Article of Annotated Code of Maryland. A list of licensed marine contractors may be obtained by contacting the MCLB at 410-537- 3249, by e-mail at MDE.MCLB@maryland.gov or by accessing the Maryland Department of the Environment, Environmental Boards webpage.

D. The Permittee certifies real property interest in the contiguous upland.

E. This Permit does not relieve the Permittee from the responsibility of obtaining all necessary federal, State and local government authorizations.

F. The Permittee shall obtain an approved sediment and erosion control plan from the local soil conservation district when the area disturbed is greater than 5000 square feet or 100 cubic yards of fill.

G. The Permittee shall ensure that a copy of this Permit, including the approved plans, is available at the site until the authorized work is complete.

H. The Permittee shall make every reasonable effort to design and construct the structure or perform the activity authorized in this permit in a manner which minimizes adverse impacts on natural resource values, including water quality, plants, wildlife, plant and wildlife habitat, and on historic property values.

I. The Secretary of the Environment may suspend or revoke a permit if the Secretary finds that the Permittee has not complied with any condition or limitation in the permit or has exceeded the scope of the authorized activities.

J. The Permittee shall indemnify, defend and hold harmless the State of Maryland, its officials, officers, and employees from and against any and all liability, suits, claims and actions of whatever kind, caused by or arising from the work authorized by the Permit.

K. This Permit is valid only for use by the Permittee. Permission for transfer of the Permit shall be obtained from the Water and Science Administration, Tidal Wetland Division. The terms and conditions of this Permit shall be binding on any assignee or successor in interest of the Permit.

L. The Permittee shall allow representatives of the Maryland Department of the Environment to inspect the authorized activities.

M. The Permittee shall notify the Maryland Department of the Environment, Water and Science Administration, Compliance Program at least 10 day before starting the authorized activities at (410) 901-4020.

N. Upon completion of the authorized activities, the Permittee shall notify the Maryland Department of the Environment, Water and Science Administration, Compliance Program at (410) 901-4020.

By authority of the Secretary of the Environment:

Heather Nelson 3/16/2021

Heather Nelson, Program Manager
Wetlands and Waterways Program

Date

Tidal Wetland Reviewer: JCK

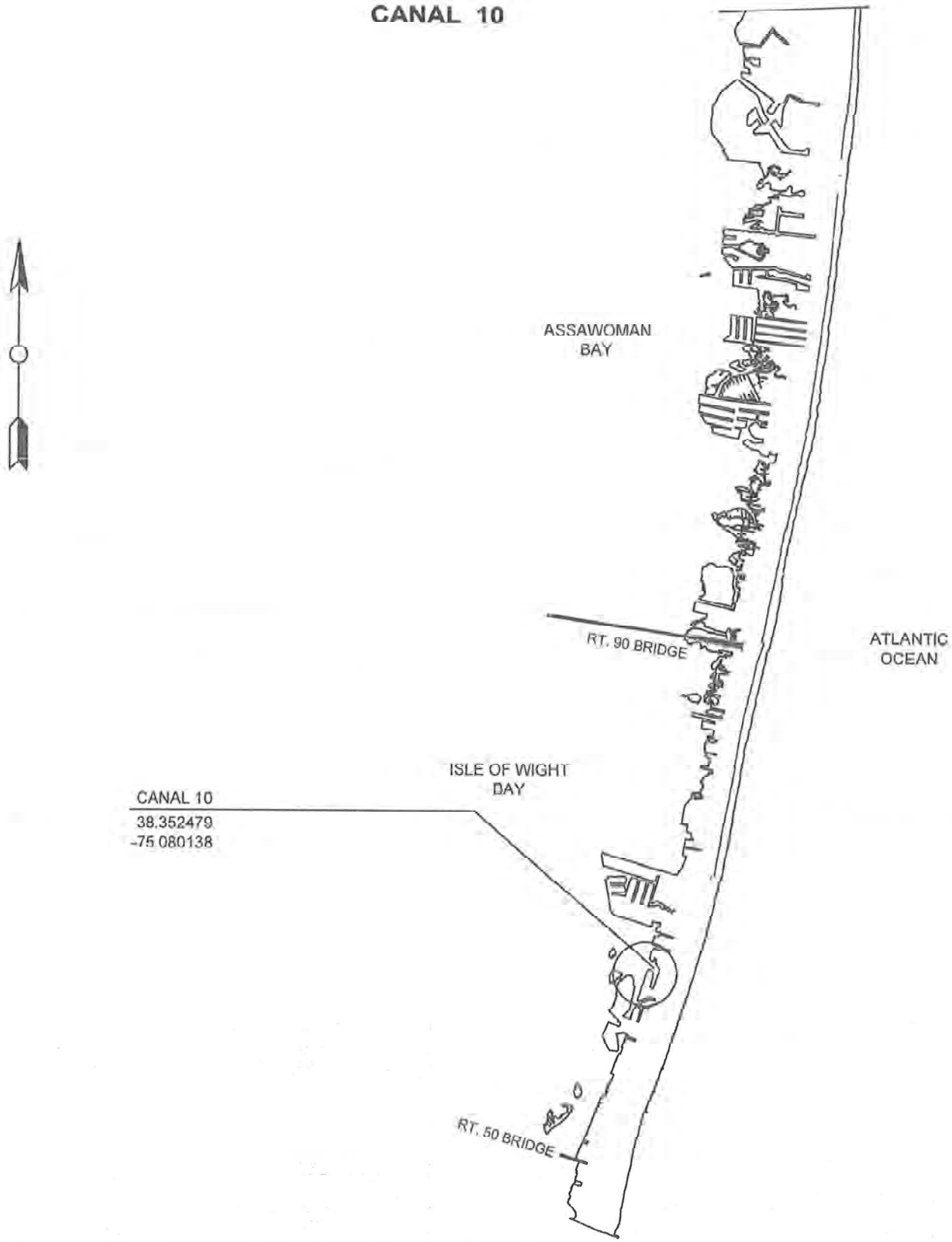
Supervisor Concurrence:

Tracking Number: 202061455
Agency Interest Number: 169395

Enclosure: Plans dated: August 2020
cc: WSA Inspection & Compliance Program

PROPOSED MAINTENANCE DREDGING

CANAL 10



APPLICANT: AI#: 169395
TOWN OF OCEAN CITY MAYOR
& CITY COUNCIL 20-WP 0979
301 BALTIMORE AVENUE 20201145 5
OCEAN CITY, MD 21842

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

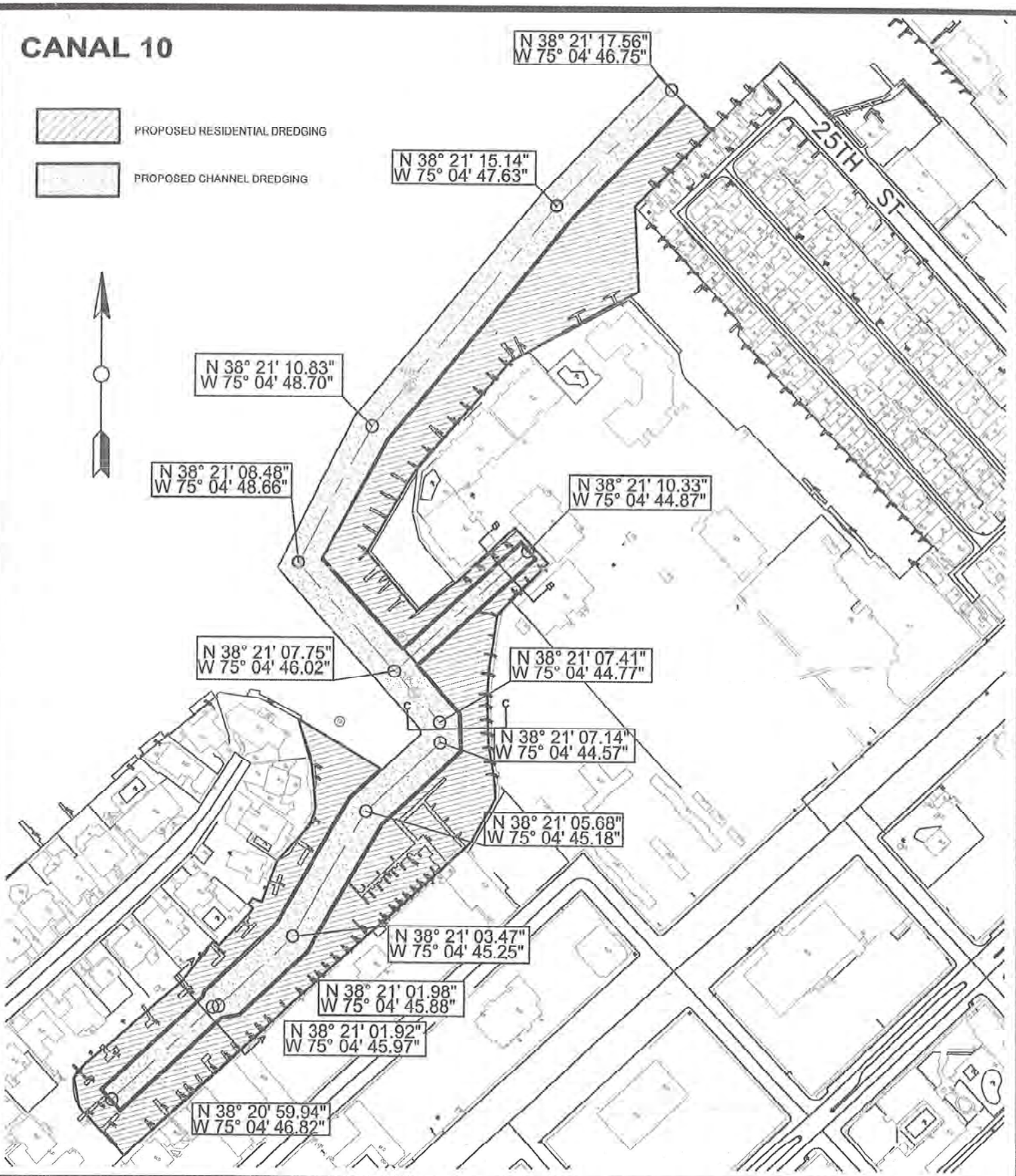
ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

NO SAV'S

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	NONE	1 of 9	08/2020

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com



APPLICANT: AI#: 169395
TOWN OF OCEAN CITY MAYOR
& CITY COUNCIL 20-4P-0974
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842 202061455

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

NO SAV'S

COPYRIGHT © 2020

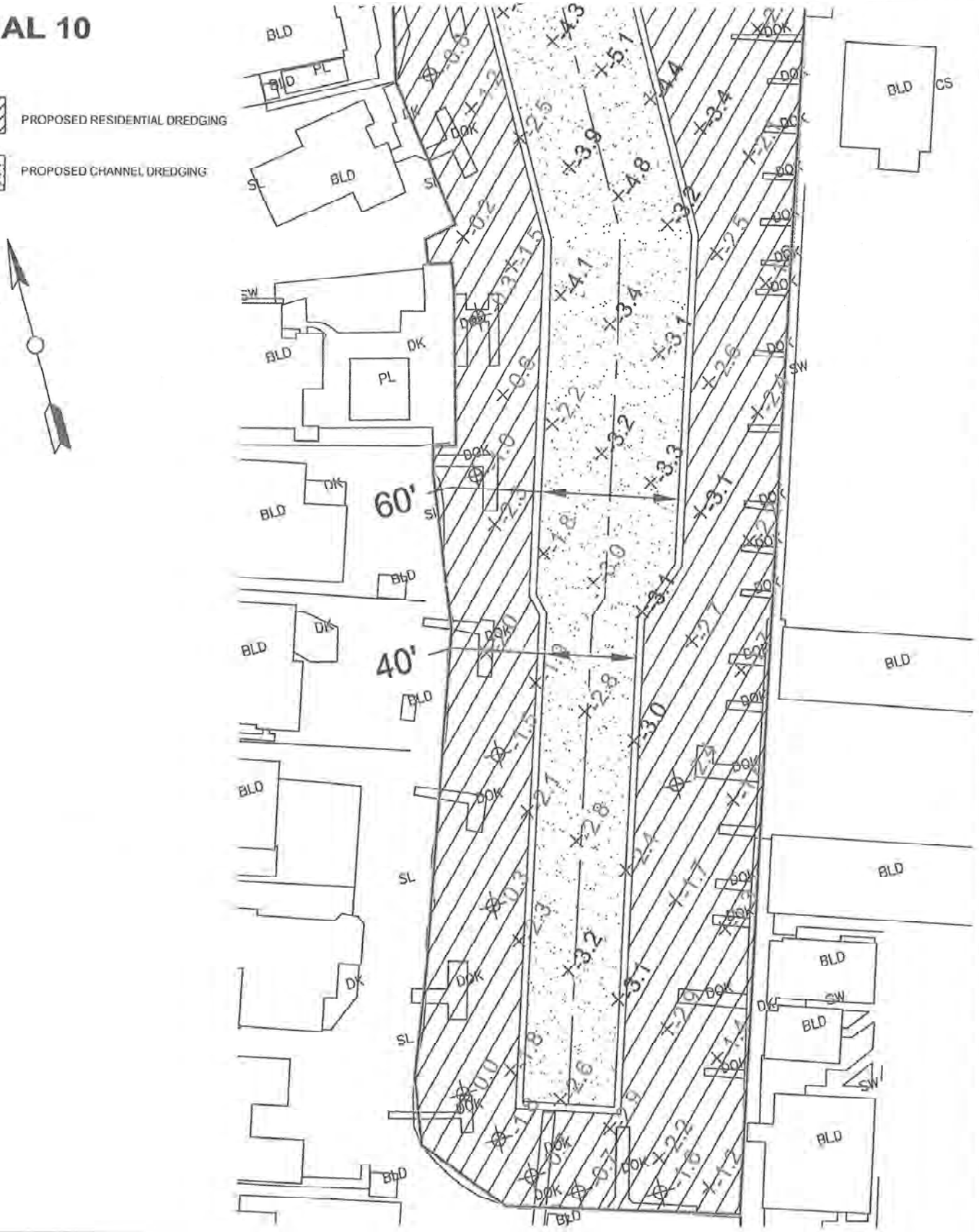
J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	1"=200'	2 OF 9	08/2020

CANAL 10

PROPOSED RESIDENTIAL DREDGING

PROPOSED CHANNEL DREDGING



APPLICANT:
TOWN OF OCEAN CITY MAYOR
& CITY COUNCIL
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842

AM: 869395
20-WR_0479
202061455

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

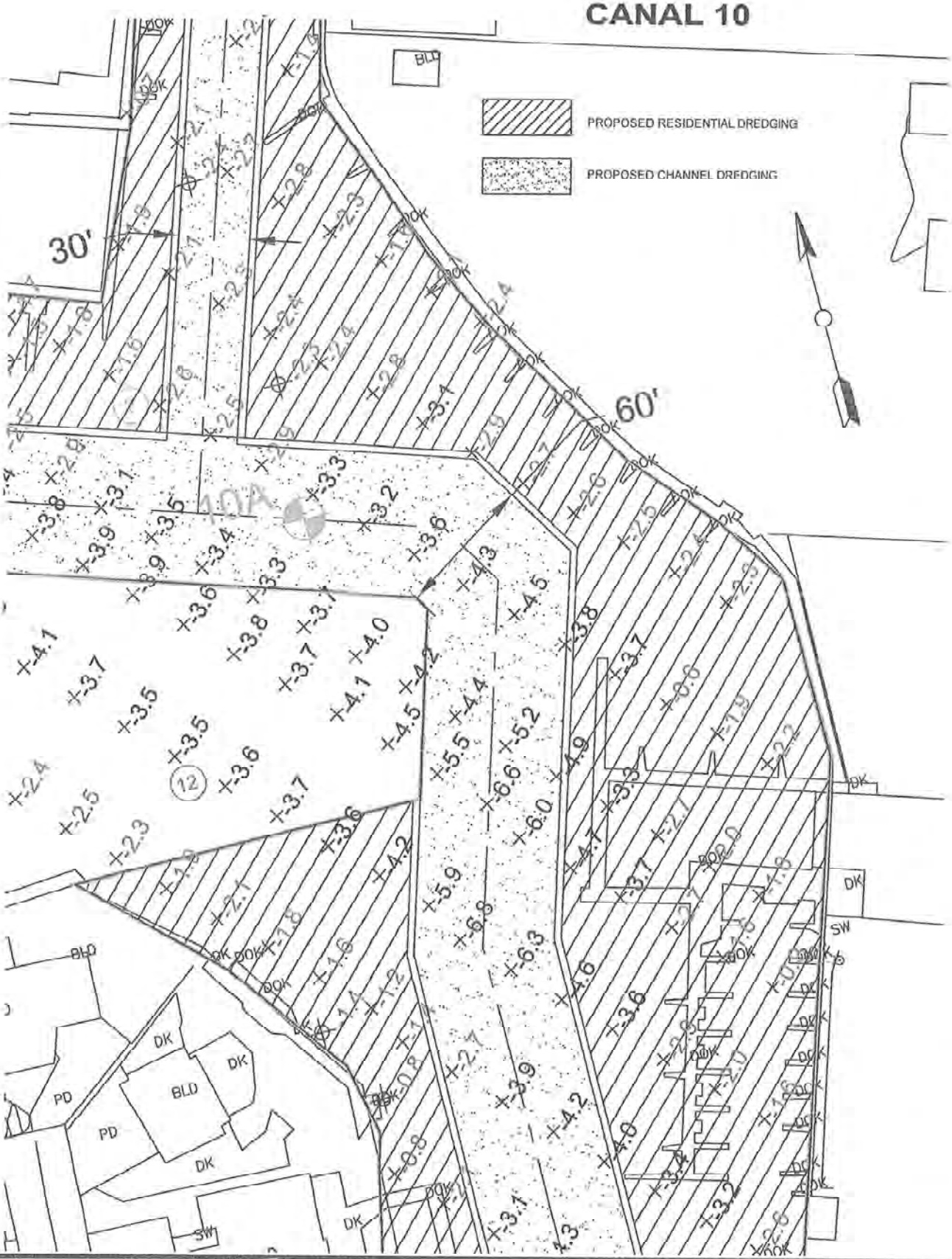
NO SAV'S

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	1"=60'	3 of 9	08/2020

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

CANAL 10



APPLICANT: AM# 169395
TOWN OF OCEAN CITY MAYOR & CITY COUNCIL 20-WP-0979
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842 20206145

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

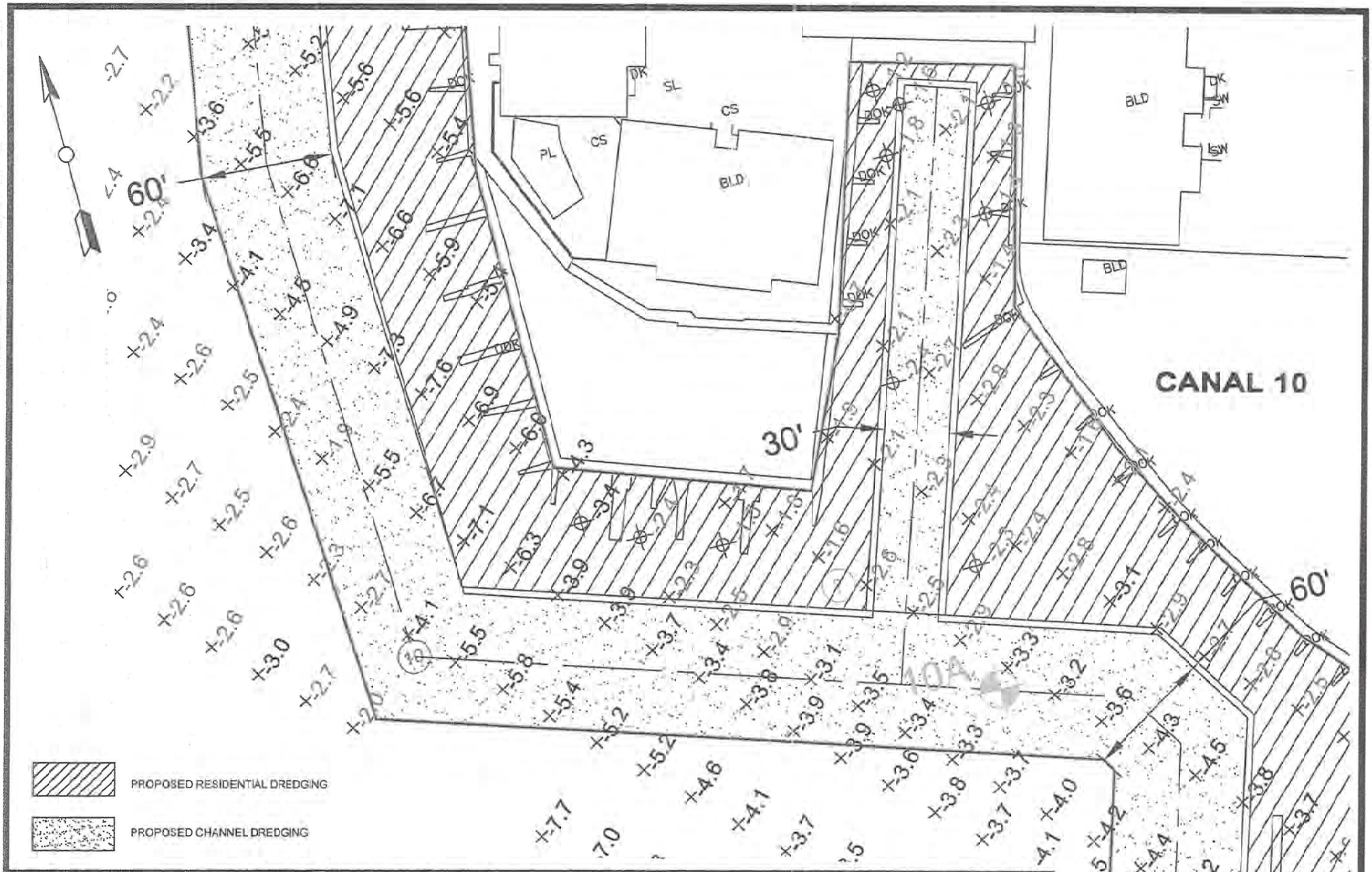
ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

NO SAV'S

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	1"=60'	4 of 9	08/2020

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com



APPLICANT: AI#: 169395
TOWN OF OCEAN CITY MAYOR & CITY COUNCIL 20-WP-0979
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842 20200145 5

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

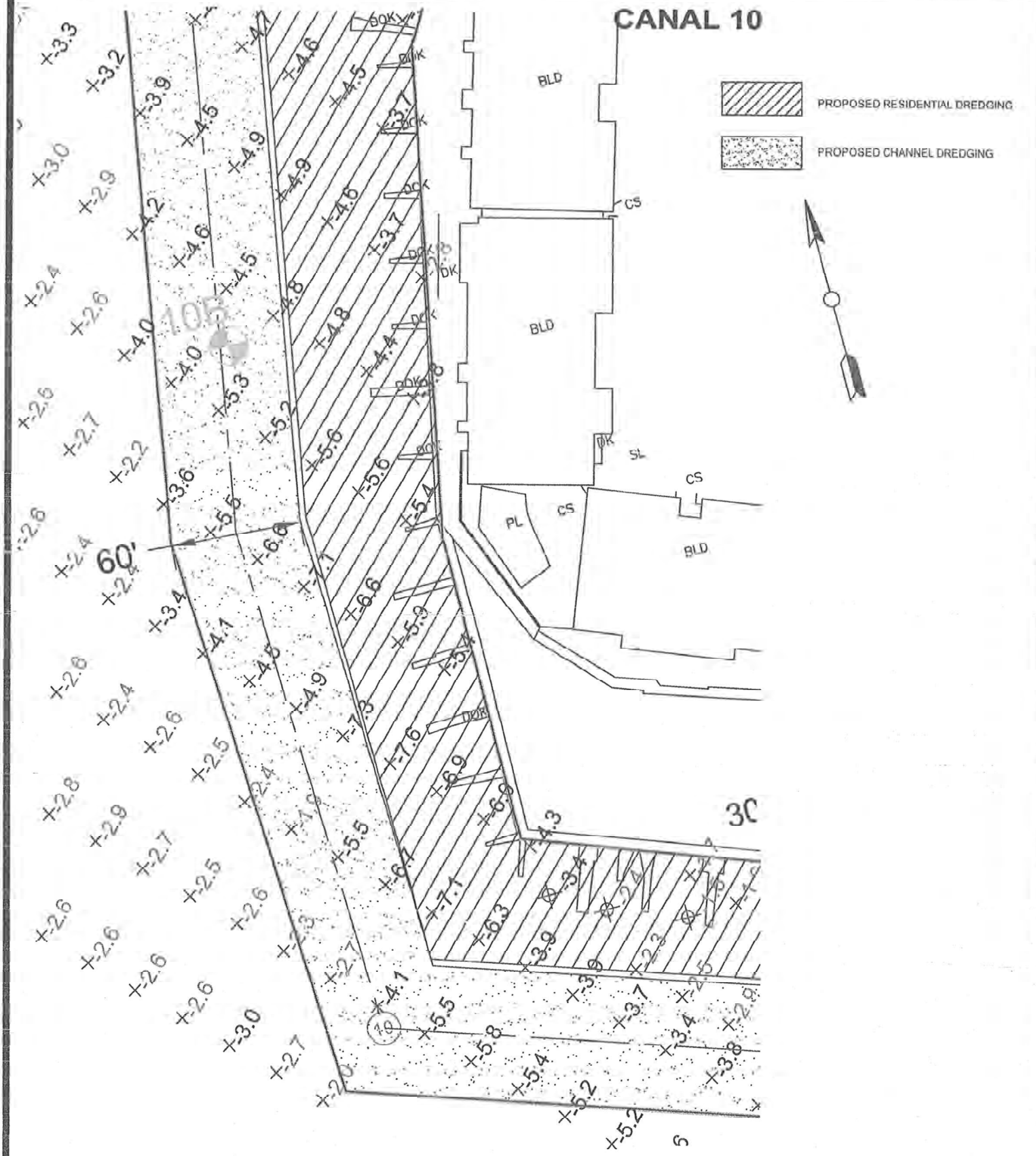
ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

NO SAV'S

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-546-4365
EMAIL: stacey@jstaceyhart.com

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	1"=60'	5 of 9	08/2020



APPLICANT: AI#: 169395
TOWN OF OCEAN CITY MAYOR
& CITY COUNCIL 20-WP-0979
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842 202061455

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

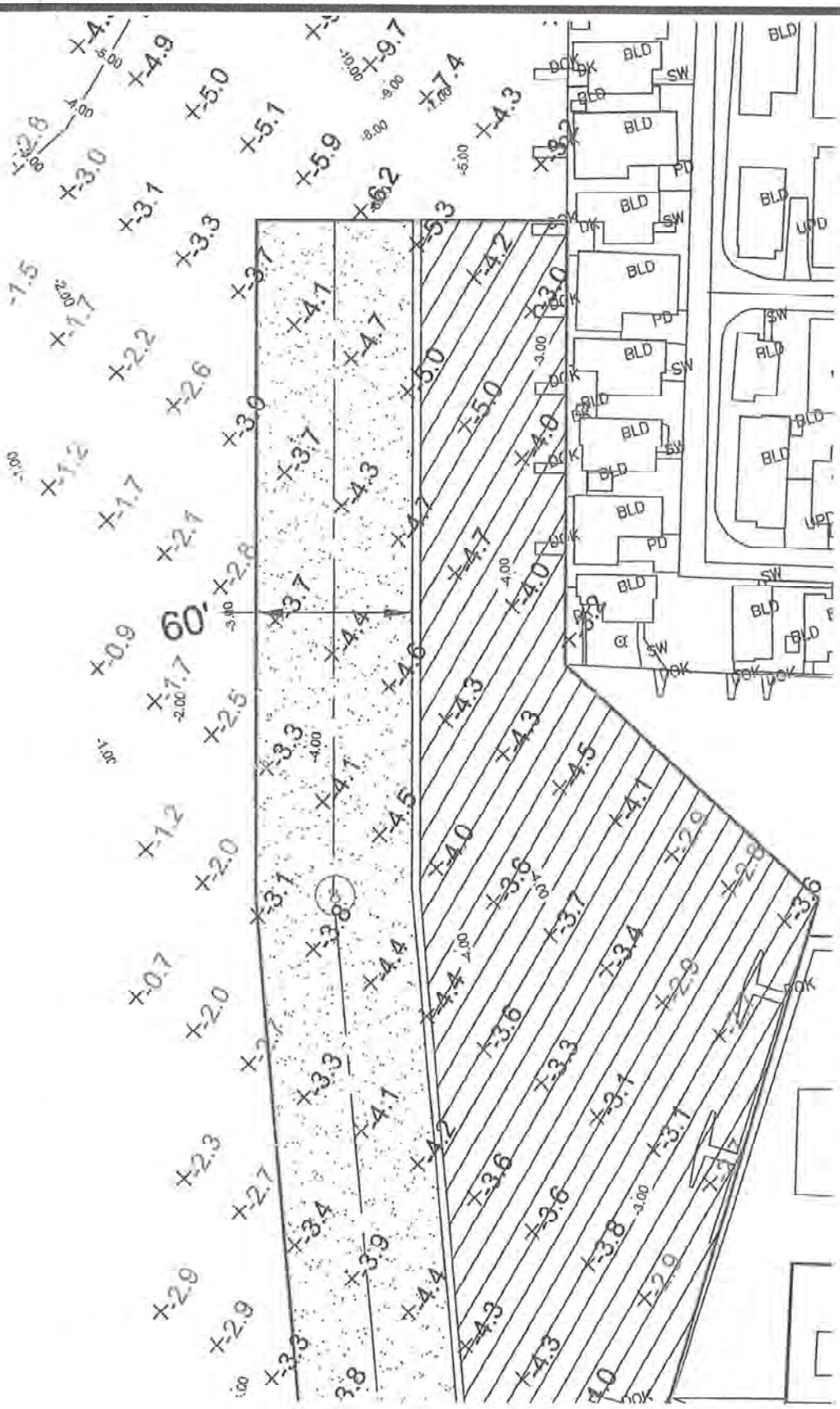
ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

NO SAV'S

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

JOB NUMBER:	SCALE:	SHEET NO.	DATE:
2016-042	1"=60'	6 of 9	08/2020



APPLICANT:
TOWN OF OCEAN CITY MAYOR
& CITY COUNCIL
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842

AI#: 169395
20-WP-0979
00261455

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

NO SAV'S

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	1"=60'	7 of 9	08/2020

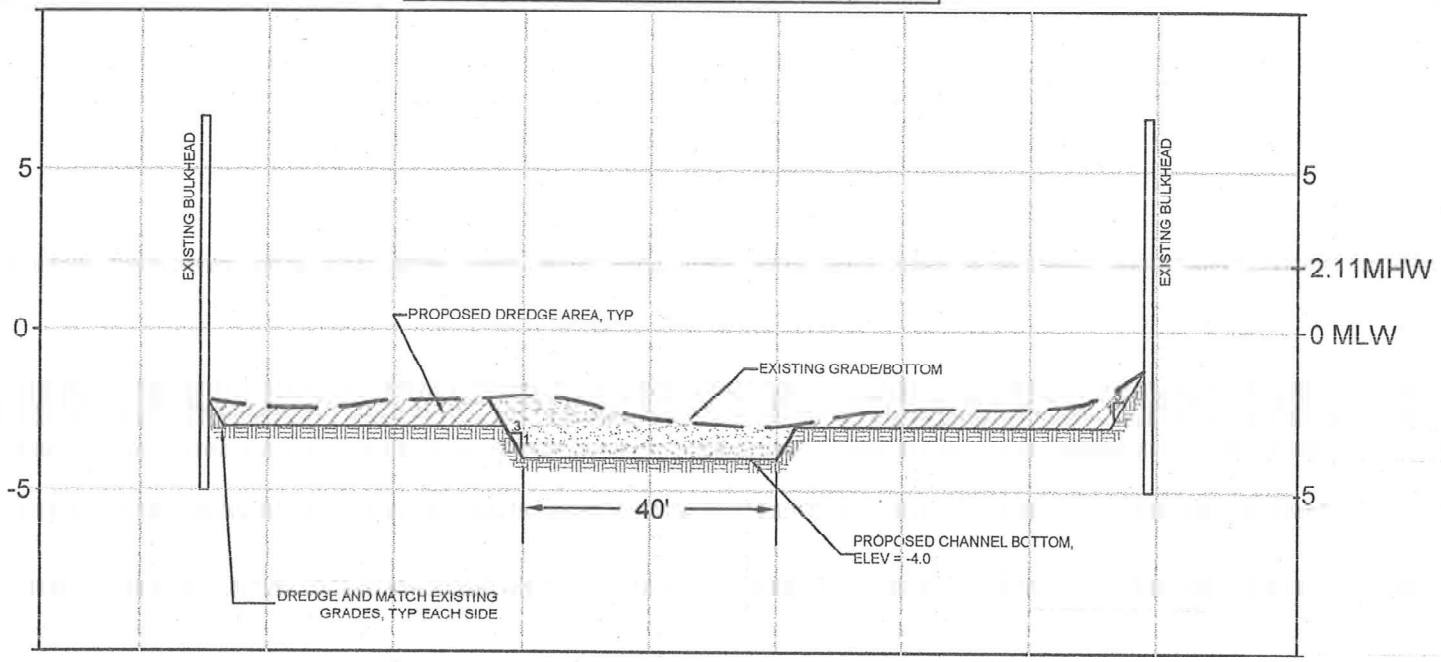
COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
J. STACEY HART & ASSOCIATES, INC. JSH ENGINEERING SITE PLANNING
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

CANAL 10

DREDGE SPOIL CHANNEL AREA = 135,100 SF
DREDGE SPOIL CHANNEL VOLUME = 9,200 C.Y.

DREDGE SPOIL RESIDENTIAL AREA = 187,300 SF
DREDGE SPOIL RESIDENTIAL VOLUME = 8,100 C.Y.

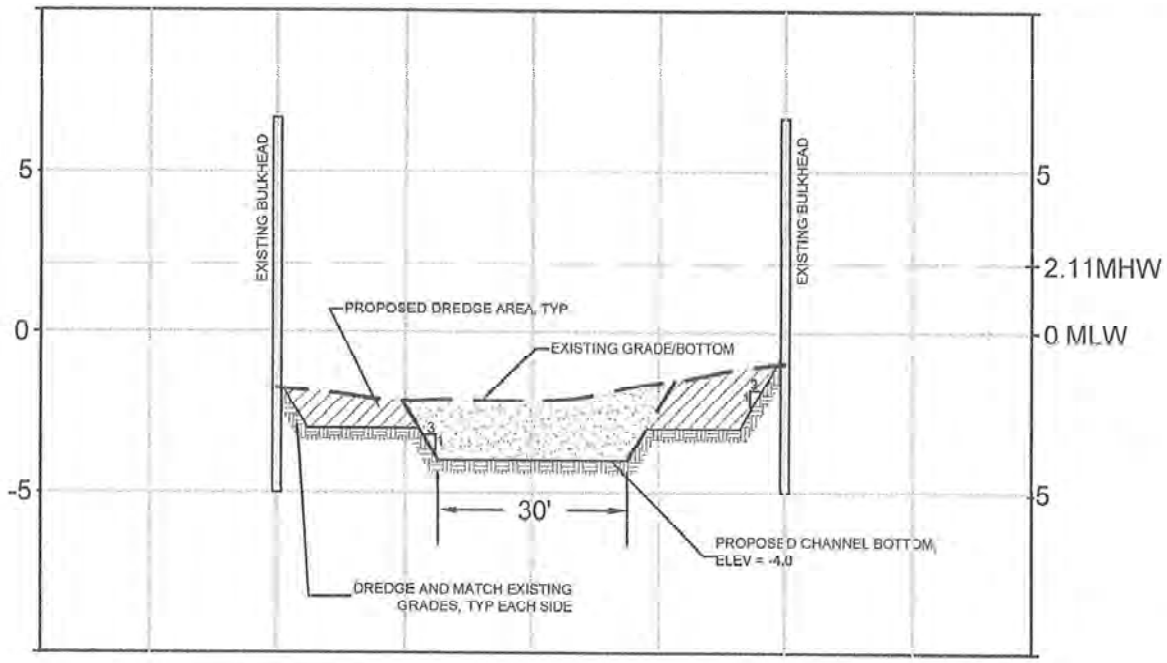


SECTION A-A

SCALE: H: 1"=30'
V: 1"=6'

PROPOSED RESIDENTIAL DREDGING

PROPOSED CHANNEL DREDGING



SECTION B-B

APPLICANT:
TOWN OF OCEAN CITY MAYOR
& CITY COUNCIL
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842

A/#: 16395
20-WP-0979
20061455

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

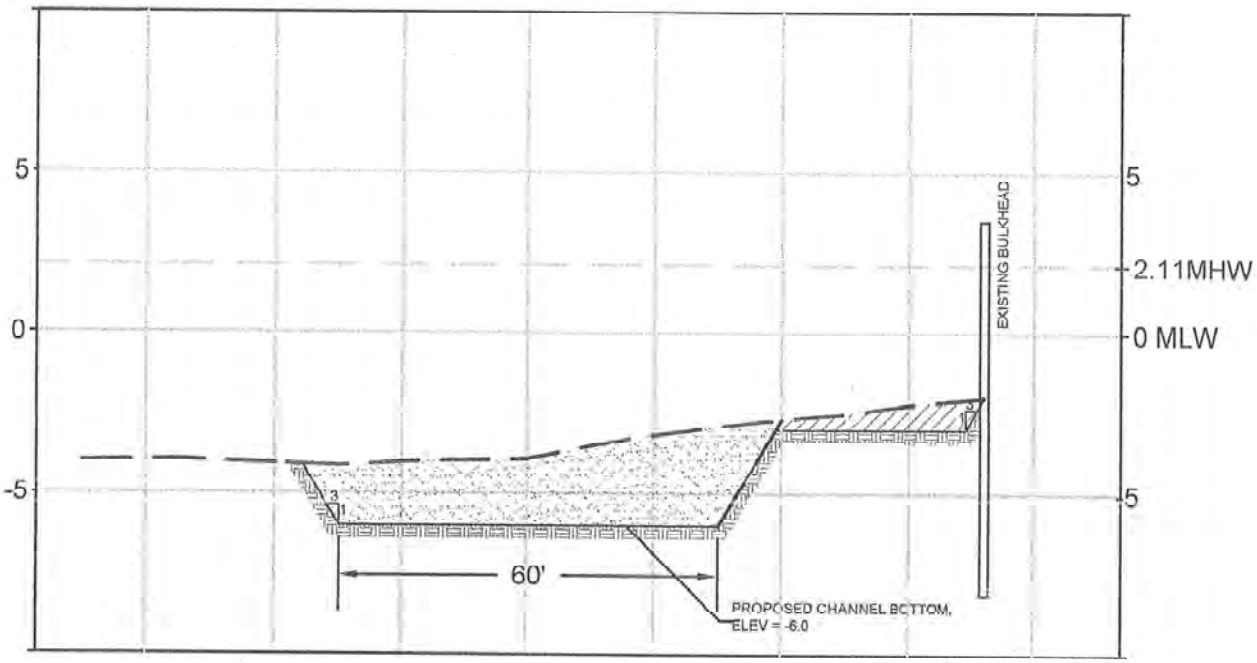
NO SAV'S

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	H: 1"=30' V: 1"=6'	8 of 9	08/2020

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8098
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

CANAL 10



PROPOSED RESIDENTIAL DREDGING

PROPOSED CHANNEL DREDGING

SECTION C-C

SCALE: H: 1"=30'
V: 1"=6'

APPLICANT:
TOWN OF OCEAN CITY MAYOR
& CITY COUNCIL
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842

A#: 16139[illegible]
20-WP-0979
2020614576

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

NO SAV'S

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	H: 1"=30' V: 1"=6'	9 of 9	08/2020

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
ATTN: REGULATORY BRANCH
2 HOPKINS PLAZA
BALTIMORE, MD 21201

March 25, 2021

Operations Division

SUBJECT: NAB-2020-61455 (Town of Ocean City Maryland/Dredging)

Town of Ocean City Maryland
Attn: Paul Mauser
301 Baltimore Ave.
Ocean City, Maryland 21842

Dear Mr. Mauser:

This is in reference to your application for a Department of the Army (DA) permit, NAB-2020-61455 (Town of Ocean City Maryland/Dredging) dated August 27, 2020.

The State of Maryland has advised the Corps that your project as proposed would be consistent with the State's CZM Program in State Tidal Wetlands License 20-WP-0979.

Upon the recommendation of the Chief of Engineers and under the provisions of Section 10 of the River and Harbor Act of March 1899, you are hereby authorized by the Secretary of the Army to dredge by mechanical method an approximate 650-foot by 1600-foot irregular shaped area totaling up to 109,822 square foot area of the main channel area within the canal to -6.0 feet mean low water (MLW) resulting in a total of approximately 9,200 cubic yards of dredge material (area 1); and to maintenance dredge by mechanical method an approximate 650-foot by 1600-foot irregular shaped area totaling up to approximate 187,300 square feet area within and around existing piers area of the canal to -4.0 feet mean low water (MLW) resulting in a total of approximately 8,100 cubic yards of dredge material (area 2), all to be deposited at an approved upland facility. The applicant has requested a 10-year maintenance dredging clause.

You were provided the opportunity to accept or decline the proffered provisional letter of permission and jurisdictional determination associated with the permit by letter dated May 24, 2021. The 60-day timeframe has expired; therefore, your right to appeal this permit and jurisdictional determination is forfeited.

Enclosed is your NOTICE OF AUTHORIZATION, ENG FORM 4336, which must be conspicuously displayed at the site of the work. You are reminded that Corps' authorization does not obviate the need to obtain other required Federal, State, and or local permits and you should comply with the appropriate local critical area regulations prior to initiating the work. In addition, enclosed is a compliance self-certification form.

Upon completion of the authorized work and required mitigation, you are required to complete the enclosed compliance certification form and return it to the address indicated thereon.

A copy of this letter is being furnished to Maryland Department of the Environment,
for informational purposes. If you have any questions concerning this matter, please contact Lamuelle L. Coleman of this office at (443) 853-2051 or via email at Lamuelle.L.Coleman@usace.army.mil.

Sincerely,

Donald R. Bole
Chief, Enforcement and Compliance

Enclosures

To identify how we can better serve you, we need your help. Please take the time to fill out our new customer service survey at:
http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0.

DEPARTMENT OF THE ARMY PERMIT

Application Name and Permit Number: NAB-2020-61455 (Town of Ocean City Maryland/Dredging)

I. General Conditions:

A. The time limit for completing the work authorized ends on December 31, 2031. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

B. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

C. If you discover any previously unknown historic or archaeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

D. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

E. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

II. Special Conditions:

1. Work must not be conducted between 1 April through 30 June, inclusive of any year, to minimize potential impacts to juvenile summer flounder during their peak abundance in the coastal bays.

2. That the work authorized herein includes periodic maintenance dredging and may be performed for ten (10) years from the date of issuance of this permit, provided it is initially dredged by December 31, 2026. The permittee must advise the District Engineer by email at least 30 days before he/she intends to undertake any maintenance dredging activities. This notification must include the location and plans for the proposed disposal site, if different from the disposal site described above.

3. Within 15 days of completion of each dredging effort, the permittee must submit a post-dredge bathymetric survey of the entire dredging area to the USACE Baltimore District Office.

4. All notifications and information required to be submitted to the Corps Baltimore District Office should be sent by email to NAB-Regulatory@usace.army.mil. The Corps permit number (NAB-2020-61463) must be included in the subject line.

(X) Your use of the permitted activity must not interfere with the public's right to free navigation on all navigable waters of the United States.

( ) You must have a copy of this permit available on the vessel used for the authorized transportation and disposal of dredged material.

( ) You must advise this office in writing, at least two weeks before you start maintenance dredging activities under the authority of this permit.

( ) You must take the actions required to record this permit with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of titles to or interest in real property.

III. Further Information:

A. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
( ) Section 404 of the Clean Water Act (33 U.S.C. 1344).
( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

B. Limits of this authorization.

1. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

2. This permit does not grant any property rights or exclusive privileges.

3. This permit does not authorize any injury to the property or rights of others.

4. This permit does not authorize interference with any existing or proposed Federal projects.

C. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

1. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

2. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

3. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

4. Design or construction deficiencies associated with the permitted work.

5. Damage claims associated with any future modification, suspension, or revocation of this permit.

D. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

E. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

1. You fail to comply with the terms and conditions of this permit.

2. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

3. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

4. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

F. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

G. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions,

have the transferee write to the Regulatory Branch, U.S. Army Engineer District, 2 Hopkins Plaza, Baltimore, Maryland
21201-2930 or send an email to NAB-Regulatory@usace.army.mil.

NAB-2020-61455 (Town of Ocean City Maryland/Dredging)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

I have read and understand the terms and conditions in this letter of permission. I acknowledge and accept the permit terms and conditions and agree to perform this work as specified.

_____ _____

SIGNATURE DATE

_____ _____

TRANSFERREE DATE

This notice of authorization must be conspicuously displayed at the site of work.

United States Army Corps of Engineers

20 21

A permit to to dredge by mechanical method

at In a canal of Isle of Wight Bay at Herring Way in Ocean City, Worcester County, Maryland .

has been issued to Town of Ocean City Maryland on March 25, 2021 20 21

Address of Permittee 301 Baltimore Ave. in Ocean City MD, 21842

Permit Number

2020-61455

Donald R. Bole Cheif, Chief Enforcement and Compliance

District Commander

ENG FORM 4336, Jul 81 (33 CFR 320-330) EDITION OF JUL 70 MAY BE USED

(Proponent: CECW-O)

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Town of Ocean City Maryland	File Number: 2019-61455	Date: March 25, 2021
Attached is:		See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/appeals.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:
Mr. Frank Plewa, Appeals Coordinator
Telephone: (717) 249-2522
U.S. Army Corps of Engineers
Regulatory Branch, Baltimore District
2 Hopkins Plaza
Baltimore, Maryland 21201
General Number: 410-962-3670
Email: nab-regulatory@usace.army.mil

If you only have questions regarding the appeal process you may also contact:
Regulatory Program Manager (CENAD-PD-OR)
U.S. Army Corps of Engineers
Fort Hamilton Military Community
301 General Lee Avenue
Brooklyn, New York 11252-6700
General Number: 347-370-4550

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

	Date:	Telephone number:
_____ Signature of appellant or agent.		

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, BALTIMORE DISTRICT
2 HOPKINS PLAZA
BALTIMORE, MD 21201-2930

COMPLIANCE SELF-CERTIFICATION

AUTHORIZATION NUMBER: NAB-2020-61455 (Town of Ocean City Maryland/Dredging)

Corps Project Manager: Lamuelle L. Coleman

Upon completion of the authorized work, sign this certification and return it to the address above or the following electronic mail address: nab-regulatory@usace.army.mil. Please include the following text in the email subject line: Compliance Certification Form.

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

Please complete the following information:

1. Date authorized work commenced: _____
2. Date authorized work completed: _____

3. Was all work completed in accordance with your authorization, including all general and/or specific conditions?
YES☐ NO☐

4. Explain in detail any deviations to the authorized work and/or compliance with conditions:
(use additional sheets if necessary)

5. If compensatory mitigation is required, please provide a status below:

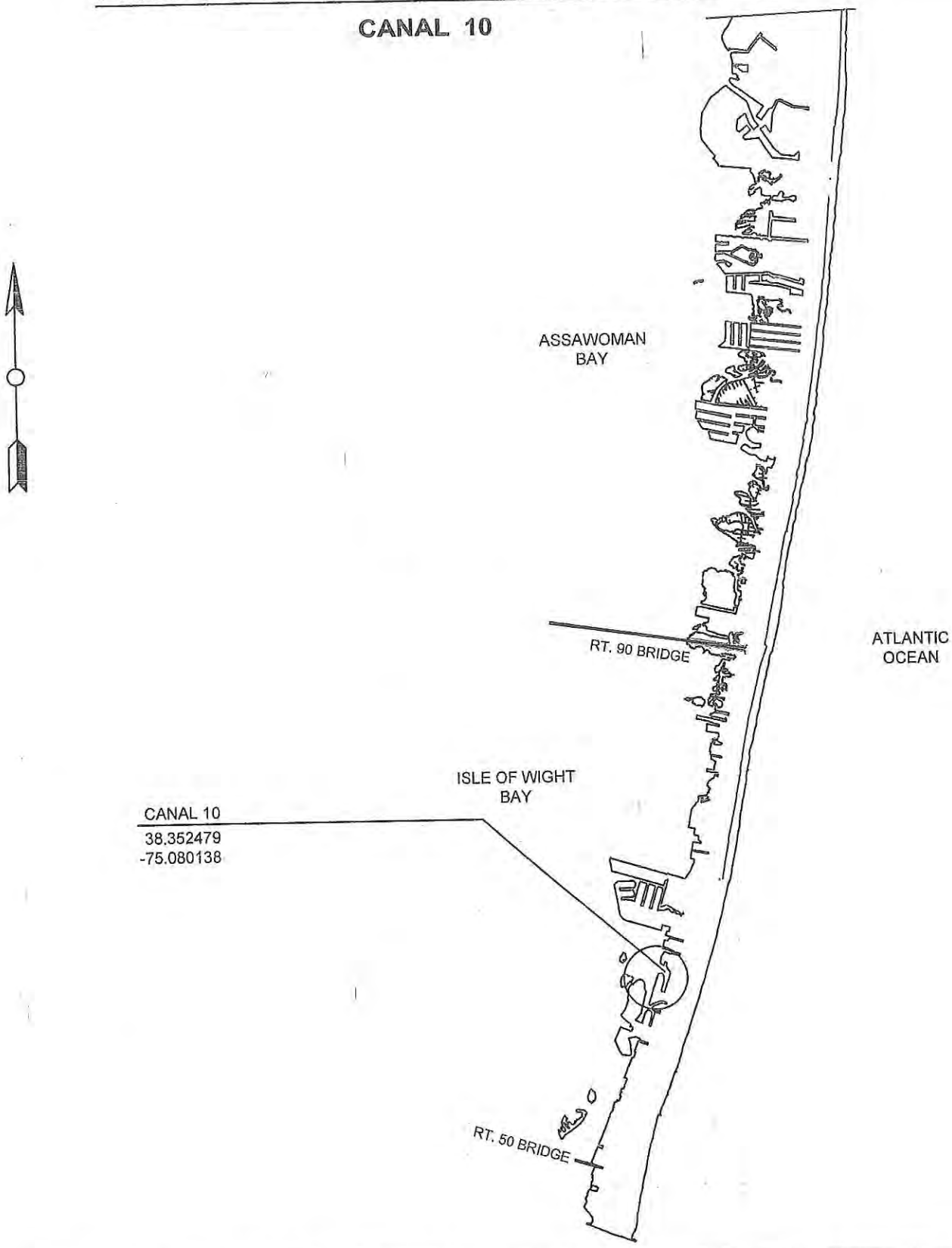
6. Attach labeled photographs showing completed work.

____I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said authorization.
____I hereby certify that the work is NOT in compliance with the above referenced authorization as detailed in #4 above and would like to discuss this project with a project manager.
I can be reached at: ( ) ____-_____.

_____ March 25, 2021 _____
Signature of Permittee Date

PROPOSED MAINTENANCE DREDGING

CANAL 10



APPLICANT: AI#: 128554
TOWN OF OCEAN CITY MAYOR
& CITY COUNCIL
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

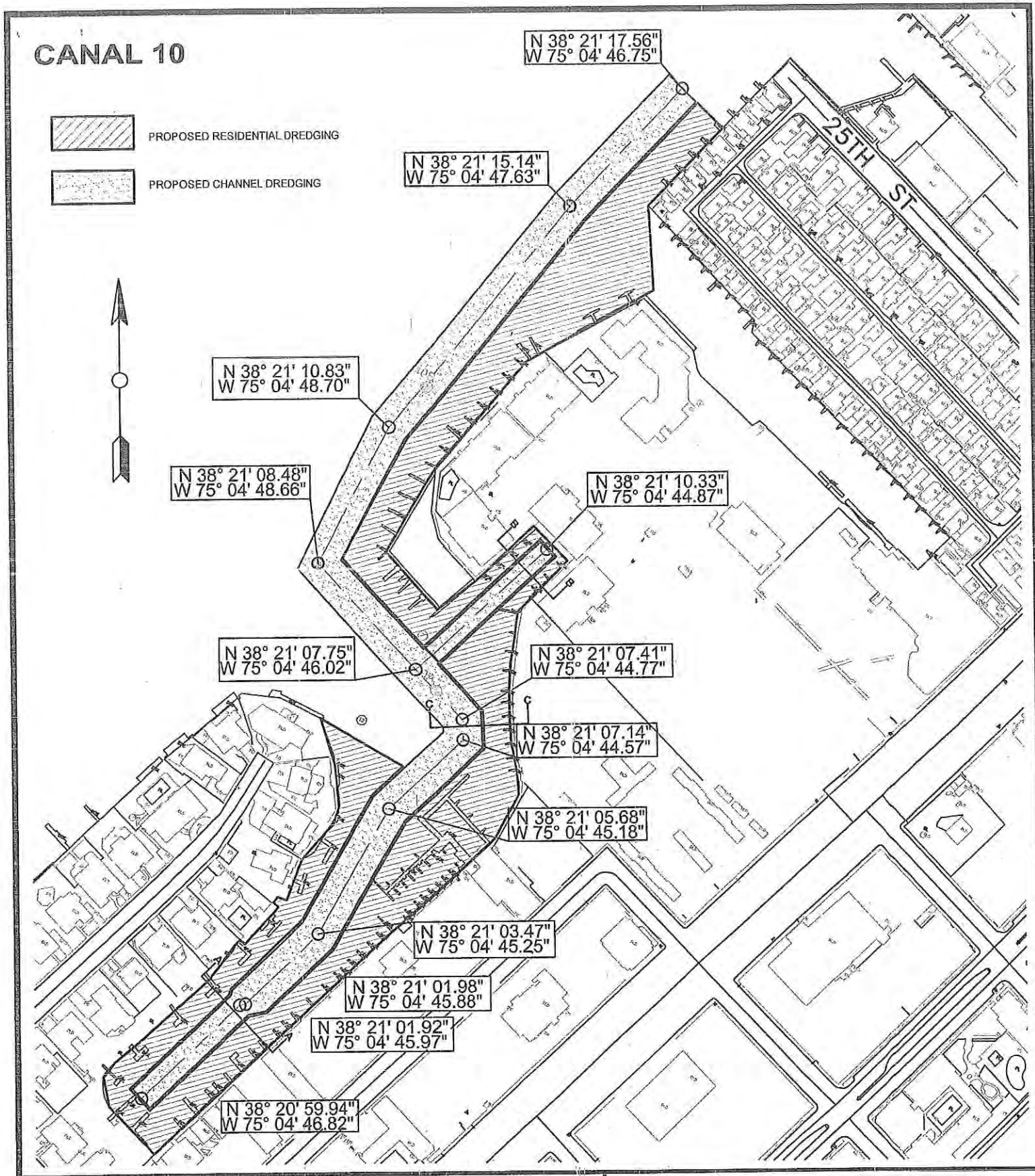
NO SAY'S

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	NONE	1 of 9	08/2020

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

CANAL 10



APPLICANT: AI#: 128554
TOWN OF OCEAN CITY MAYOR & CITY COUNCIL
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

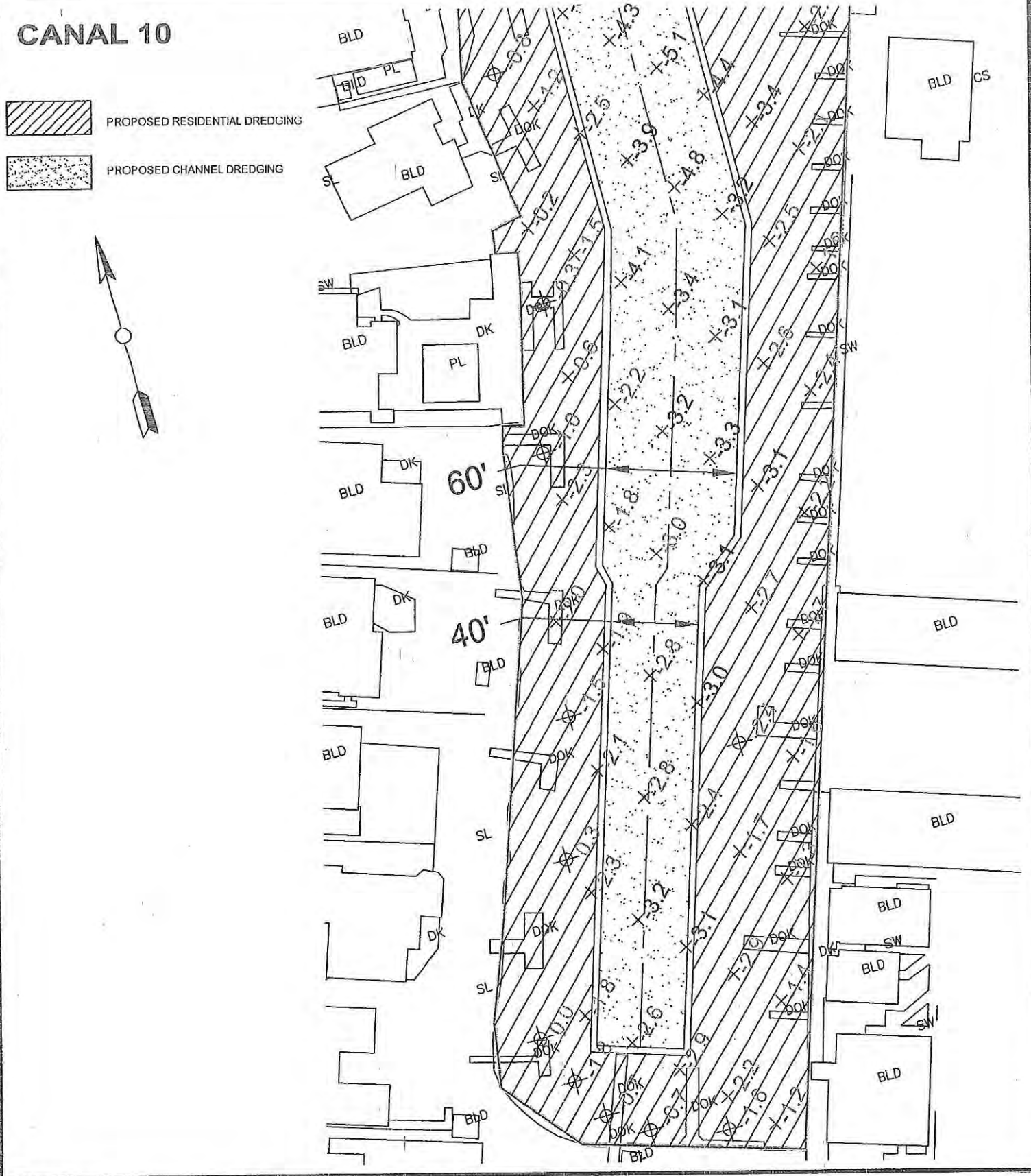
NO SAV'S

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	1"=200'	2 OF 9	08/2020

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

CANAL 10



APPLICANT: AI#: 128554
TOWN OF OCEAN CITY MAYOR
& CITY COUNCIL
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

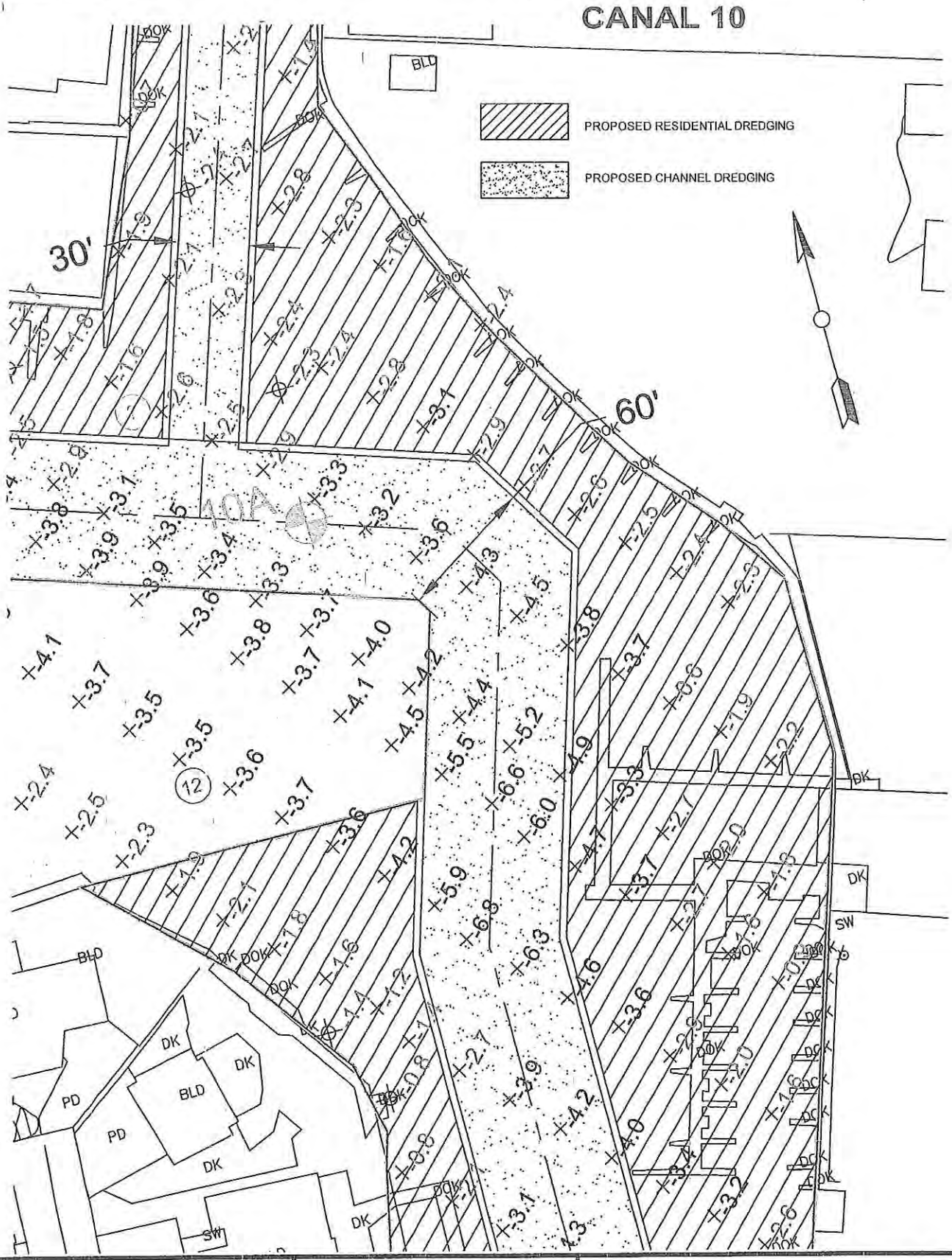
NO SAV'S

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	1"=60'	3 of 9	08/2020

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

CANAL 10



APPLICANT: AI#: 128554
TOWN OF OCEAN CITY MAYOR & CITY COUNCIL
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

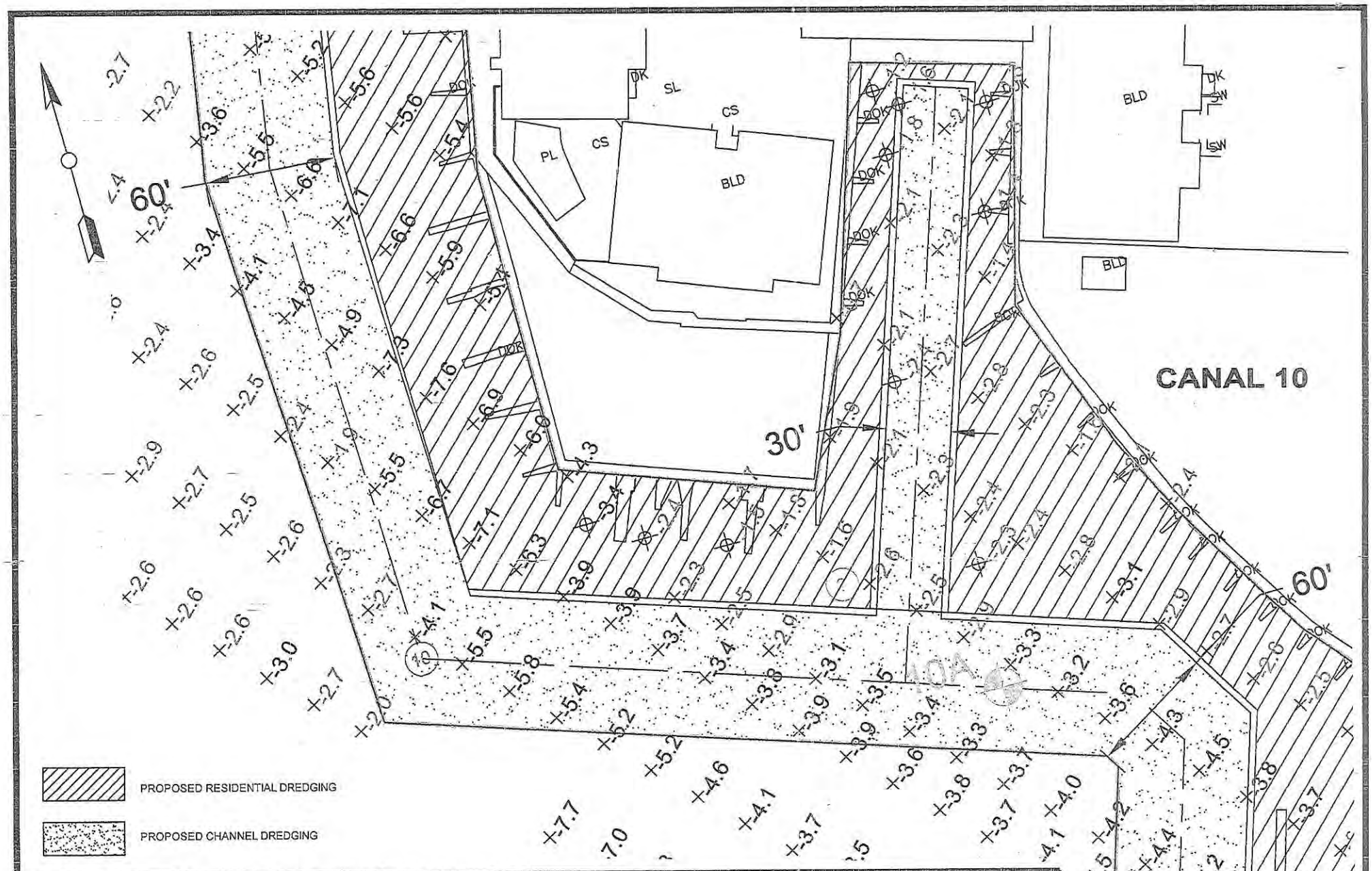
ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

NO SAV'S

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	1"=60'	4 of 9	08/2020



APPLICANT: AI#: 128554
TOWN OF OCEAN CITY MAYOR
& CITY COUNCIL
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

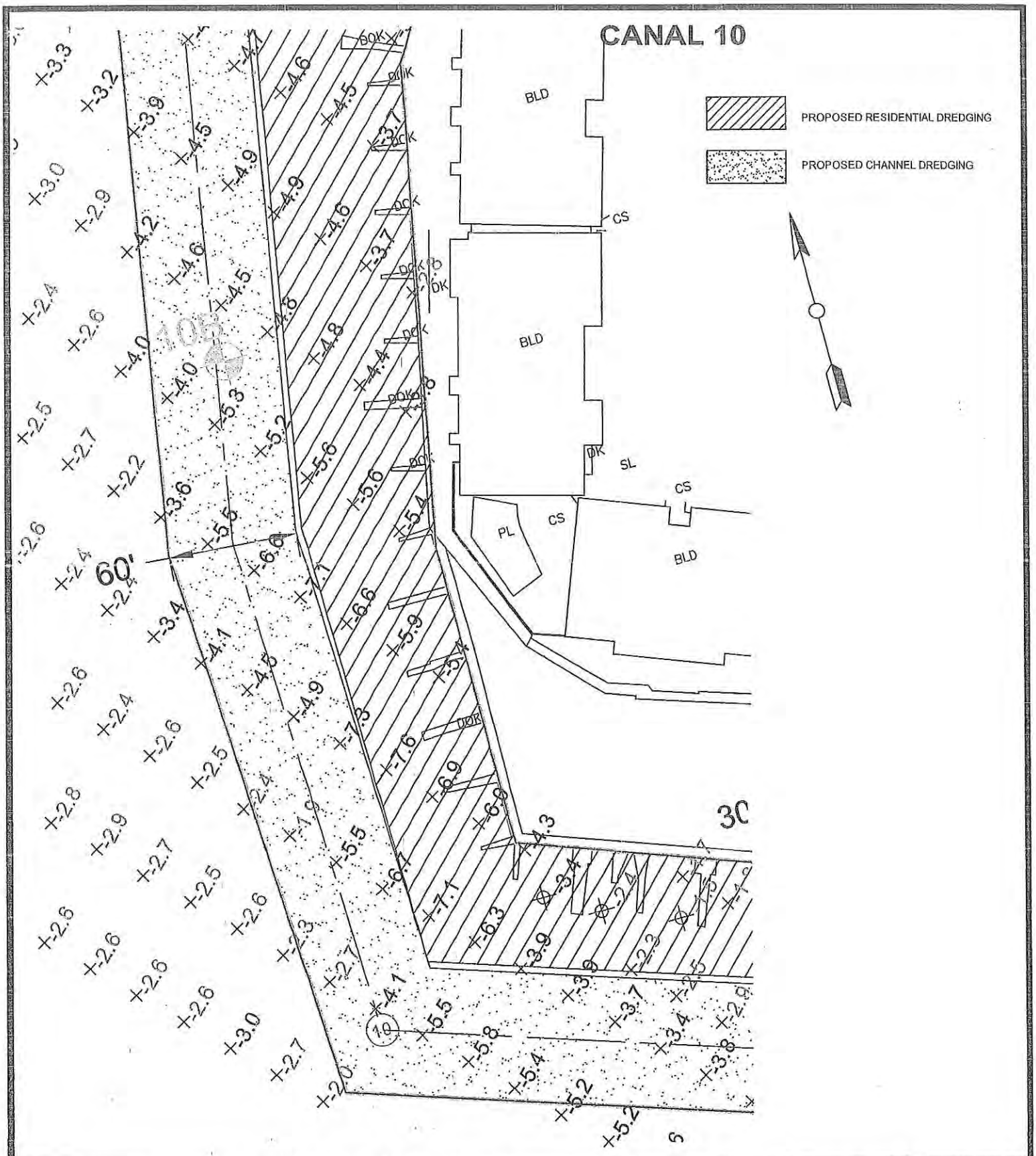
ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

NO SAV'S

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	1"=60'	5 of 9	08/2020

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com



APPLICANT: AI#: 128554
TOWN OF OCEAN CITY MAYOR
& CITY COUNCIL
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

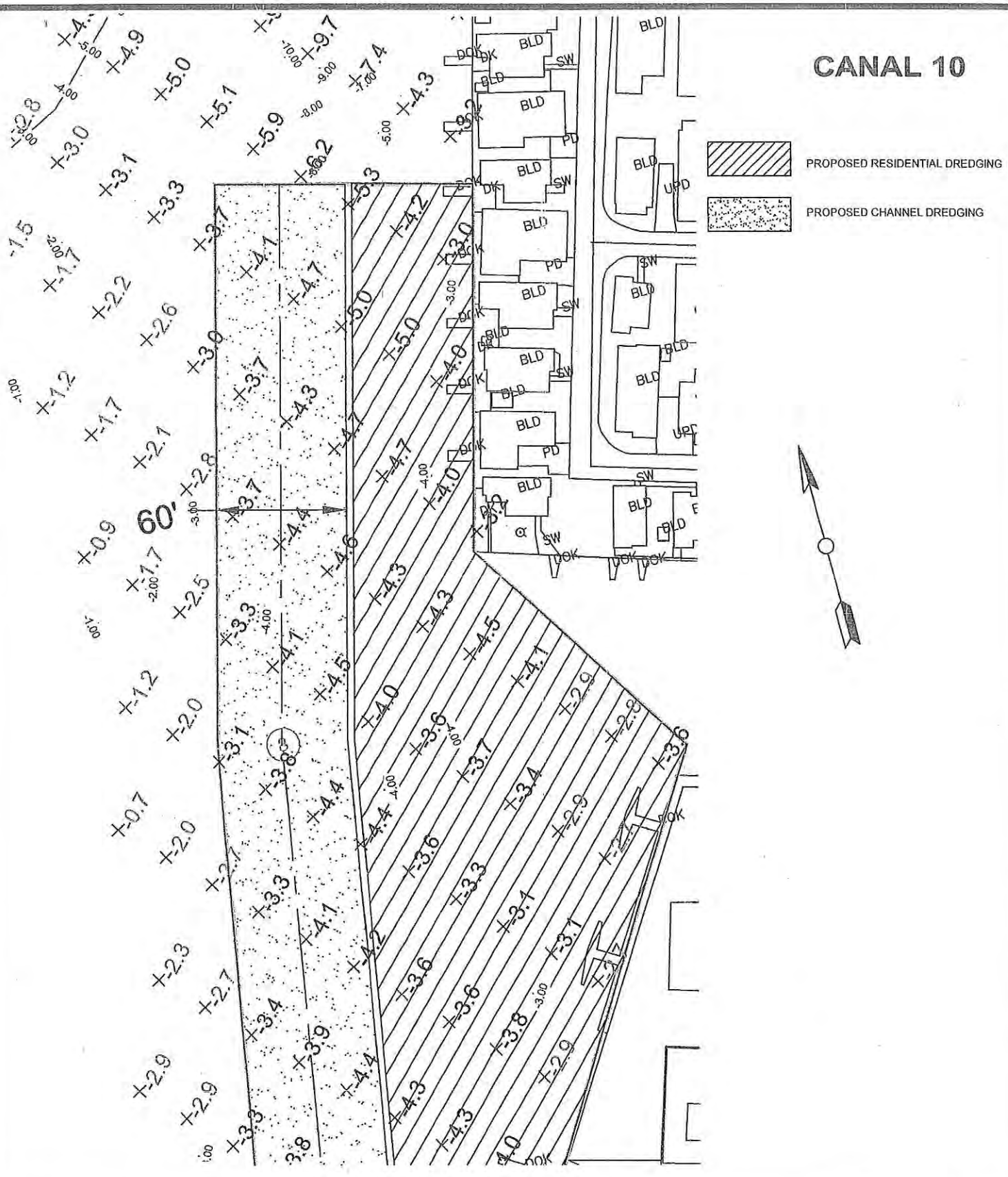
ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

NO SAV'S

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	1"=60'	6 of 9	08/2020

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com



APPLICANT: AI#: 128554
TOWN OF OCEAN CITY MAYOR & CITY COUNCIL
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

NO SAV'S

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	1"=60'	7 of 9	08/2020

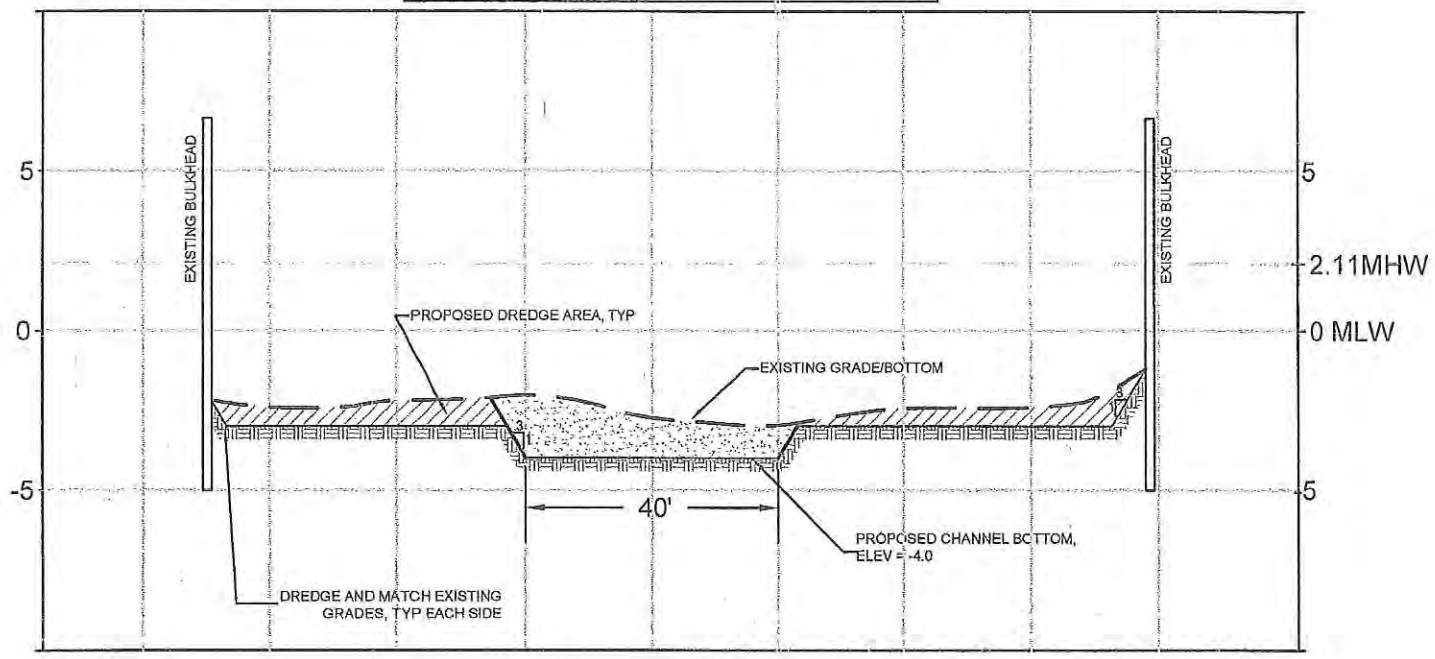
COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.
POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

CANAL 10

DREDGE SPOIL CHANNEL AREA = 135,100 SF
DREDGE SPOIL CHANNEL VOLUME = 9,200 C.Y.

DREDGE SPOIL RESIDENTIAL AREA = 187,300 SF
DREDGE SPOIL RESIDENTIAL VOLUME = 8,100 C.Y.

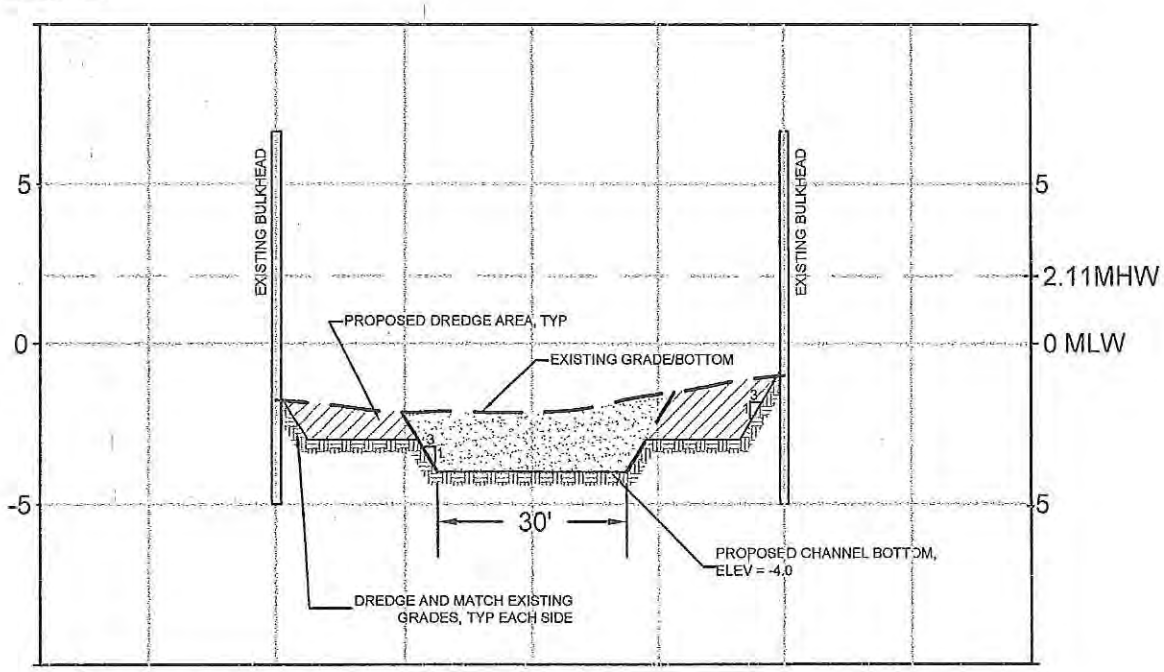


SECTION A-A

SCALE: H: 1"=30'
V: 1"=6'

PROPOSED RESIDENTIAL DREDGING

PROPOSED CHANNEL DREDGING



SECTION B-B

APPLICANT: AI#: 128554
TOWN OF OCEAN CITY MAYOR & CITY COUNCIL
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

NO SAV'S

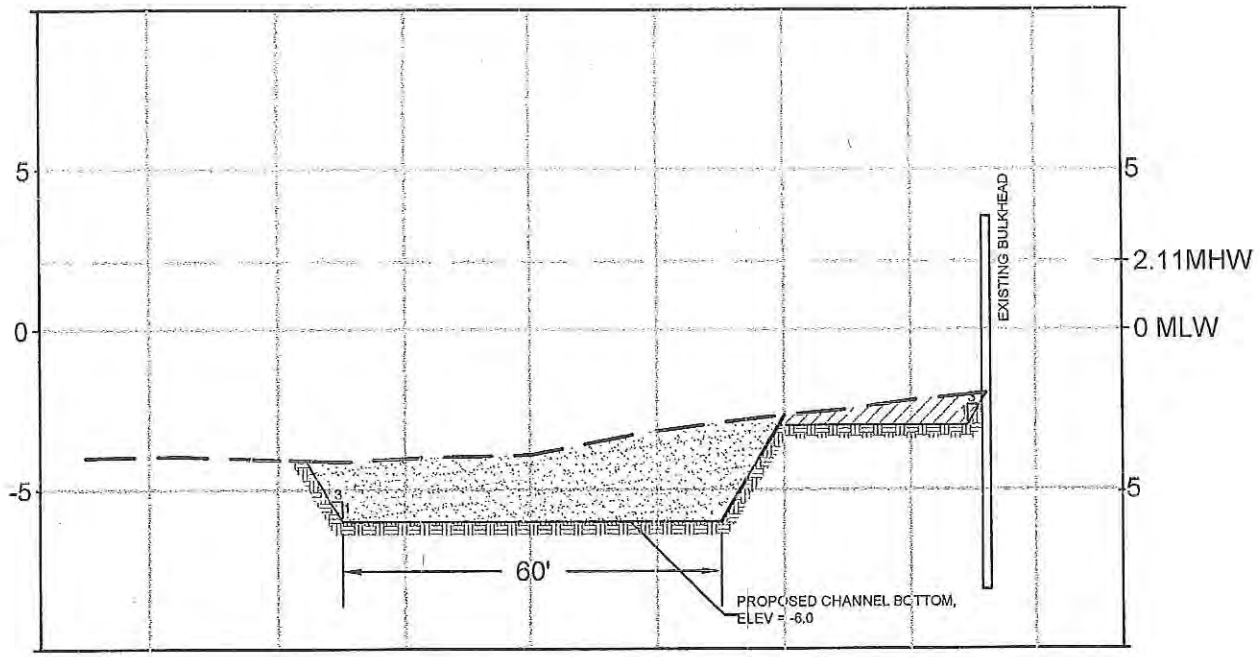
JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	H: 1"=30' V: 1"=6'	8 of 9	08/2020

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.

POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

CANAL 10



PROPOSED RESIDENTIAL DREDGING

PROPOSED CHANNEL DREDGING

SECTION C-C

SCALE: H: 1"=30'
V: 1"=6'

APPLICANT: AI#: 128554
TOWN OF OCEAN CITY MAYOR
& CITY COUNCIL
301 BALTIMORE AVENUE
OCEAN CITY, MD 21842

FOR APPLICATION PURPOSES - NOT FOR CONSTRUCTION

ALL ELEVATIONS ARE REFERENCED TO MEAN LOW WATER (MLW) AND BASED ON FIELD WORK PERFORMED JUNE 2020.

NO SAV'S

JOB NUMBER:	SCALE:	SHEET NO:	DATE:
2016-042	H: 1"=30' V: 1"=6'	9 of 9	08/2020

COPYRIGHT © 2020

J. STACEY HART & ASSOCIATES, INC.

POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com