

US Army Corps
of Engineers
Baltimore District

CONSTRUCTION SPECIFICATIONS

MAINTENANCE DREDGING

**WICOMICO RIVER,
WICOMICO COUNTY, MARYLAND**

INVITATION NO. **DACW31-02-B-0041**

CONTRACT NO.

DATE: **AUG 28, 2002**

MAINTENANCE DREDGING, WICOMICO RIVER, WICOMICO COUNTY, MARYLAND

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SECTION 1 - SPECIAL CLAUSES

1. **COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK:** The Contractor shall be required to commence work under this contract within 10 calendar days after the date of receipt by him/her of Notice to Proceed, to prosecute said work diligently and to complete the entire work ready for use not later than 140 calendar days after the date of receipt by him of notice to proceed. Due to environmental concerns dredging is permitted between October 1 and February 14 in the lower reaches of the river from Stations 00+000 to 84+000, and between June 16 and Feb 14 in the upper reaches from Stations 84+000 to 159+000. If an extension of time is granted to complete the remaining work during the next succeeding environmentally acceptable dredging period of October 1 to February 14 for the lower reach, and June 16 to February 14 for the upper reach, additional mobilization and demobilization as a result of time extensions granted under this contract shall be the responsibility of the Contractor. Liquidated damages shall not be charged during the environmental constraint periods of February 15 through September 30 for the lower reach and from February 15 through June 15 for the upper reach. Should the total quantity of material to be paid for and actually removed under the contract exceed the limit established in the Special Contract Requirement VARIATIONS IN ESTIMATED QUANTITY, additional time shall be allowed at the rate of one calendar day for each 2,000 cubic yards in excess of the established limit. The time stated for completion shall include final clean up of the premises. The Contractor's attention is called to Technical Provisions, paragraph 5.3.1 CONTROL OF DISPOSAL AREA EFFLUENT and paragraph 14. SEDIMENT CONTROL.

2. **ESTIMATED QUANTITIES:** The total estimated quantities of material necessary to be removed from within the specified limits, as shown on the contract drawings exclusive of allowable overdepth, to complete the work is approximately 117,582 cubic yards place measurement. The maximum amount of allowable overdepth dredging is estimated to be 68,699 cubic yards place measurement.

Channel Station	Project Depth (14 feet)	Allowable Overdepth (1 foot)	Total	Designated Disposal Site
103+000 to 118+000	28,067	20,598	48,665 cy	Simms Wharf
140+000 to 148+200	89,515	48,101	137,616 cy	Sharp's Point

3. **PHYSICAL DATA:** Information and data furnished or referred to below are furnished for information only and it is expressly understood that the Government shall not be responsible for any interpretation or conclusion drawn therefore by the Contractor.

- (a) The indications of physical conditions indicated on the contract drawings and in the

specifications are the result of site investigations by surveys and/or probing. A copy of the sieve analyses performed on the sediment samples taken from the Federal channel in the Wicomico River are located at the end of the specifications, along with a map showing the approximate sample locations. Records of previous dredging of the existing Federal channel indicate that the material to be removed by maintenance dredging consists principally of silt, gravel, shell, sand, clay, debris, trash, and combinations thereof.

The Contractor should familiarize himself with the existing ground conditions at each of the two (2) previously used diked upland disposal areas that will be used for this maintenance project. Soil samples collected from the placement sites and USCS classifications are provided in Attachment 5. This information will allow identification of the proper earthwork equipment to reconstruct and raise the existing diked embankments. Bidders should visit the two sites, referred to herein as Sharp's Point and Simms Wharf. The locations of Sharp's Point and Simms Wharf are shown in the contract drawings for each site. This project has previously been maintained at a required depth of 14 feet plus 1 foot of overdepth.

(b) Weather Conditions: Complete weather records and reports may be obtained from the U.S. Weather Bureau. The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions during the dredging period. The site of work is exposed, and suspension of work may at times be necessary during extreme storm periods. Tidal currents may have an adverse effect on dredging operations. The mean tide range is 2.4 feet near Salisbury, with greater fluctuations occurring during high winds and storm periods and in the lower reach of the river, where the range is closer to 3.0 feet.

(c) Transportation Facilities: The Contractor shall make his own investigation of transportation facilities in the vicinity of the work.

(d) Conditions of Channel: The best information available as to the present conditions of the Wicomico River is shown on the contract drawings. Portions of the River were last dredged in 1999. The Contractor shall coordinate with the local utility companies for locations of under water utility cables, which shall obstruct dredging operations. The Contractor shall report any possible obstructions to the Contracting Officer for instruction prior to starting work.

(e) Channel Traffic: River channel traffic consists of commercial vessels (tug boats and barges), recreational craft, etc. and may cause delays to the dredging operations.

(f) Obstruction of Channel: The Government shall not undertake to keep the channel 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 Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor shall be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessels to such an extent as may be necessary to afford a safe practicable passage. Upon completion

of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under the contract in navigable waters or on shore.

(g) Navigation Aids: The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. The Coast Guard will require an advance notice of thirty (30) days to move Aids to Navigation that are within the scope of this project. This request shall be sent in writing to the following, with a copy furnished to the Contracting Officer not less than 30 days prior to such need for movement:

Commander (Aoww)
Fifth Coast Guard District
431 Crawford Street
Portsmouth, VA. 23704-5004

Or by phone:

Mr. Albert Grimes
(757) 398-6360

The Contractor shall notify the U.S. Coast Guard of the approximate time the navigation aid may be relocated to its original position.

(h) Laying of Submerged Pipe Lines and Obstruction of Channel: Should it become necessary in the performance of this contract to use a submerged pipeline across a navigable channel the Contractor shall notify the Contracting Officer in writing to be received in the District Office at least 15 working days prior to the desired closure date. This notification shall furnish the following:

- (1) Location (Channel Centerline Stationing) and depth (over the top of the pipeline) at which the submerged line shall be placed.
- (2) The desired length of time the channel is to be closed.
- (3) The date and hour placement or removal shall commence.
- (4) The date and hour of anticipated completion.

(i) Notice To Mariners: Should the Contractor, during dredging operations, encounter any objects on the channel bottom which could be a hazard to navigation, he shall immediately notify the Contracting Officer or his authorized representative as to the location of said object and any other pertinent information necessary for the Contracting Officer or his authorized representative to put out a Notice to Mariners.

(j) Bridge-to-Bridge Radio Communication: In order that radio communication may be made with passing vessels, all dredges engaged in work under this contract shall be equipped with bridge to bridge radio telephone equipment. The radio telephone equipment shall operate on a single channel very high frequency (VHF), FM, on a frequency of 156.65 MHz per second, with low power output having a communication range of approximately ten (10) miles. The frequency has been approved by the Federal Communications Commission.

(k) Notification of the Coast Guard: Prior to commencement of work on this contract, the Contractor shall notify the Commander, Fifth U.S. Coast Guard District of his intended operations to dredge and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least one week prior to the commencement of this dredging operation.

(l) Shellfish Areas: Shellfish areas exist in the vicinity of the area to be dredged. Dredging operations shall be conducted in such a manner as to avoid possible damage to these grounds. The Contractor is advised to exercise caution in his dredging and any other operations attendant with dredging (such as the construction of trestles; the movement and anchoring of barges, vessels, or other equipment; the placing or moving of anchors, and leaking pipelines) to prevent damage to all oyster grounds.

4. LAYOUT OF WORK: CENABEN 1984 APR

4.1 The Contractor shall be responsible for the layout of his work. The Government shall furnish the channel centerline coordinates and bearings at the beginning point, at each point where the channel changes direction, and at the ending point; and the channel toe coordinates and bearings of both sides of the channel at the beginning point, at each point where the channel changes direction, and at the ending point. The Government shall furnish the coordinates and the monument descriptions of the existing horizontal and vertical control within the project area. The Contractor shall be responsible, by utilizing this data, to dredge within the dredging prisms that are shown on the contract drawings. The Contractor shall maintain, preserve, repair or replace, at his own expense, any gages or location markers that are lost, damaged or destroyed for any reason subsequent to their initial establishment by the Contracting Officer until authorized to remove them. The Contractor may, at his option, establish offset stakes, back-up stakes, and gages to be utilized in re-establishing any baseline, ranges and gages that are lost, damaged or destroyed. The contract completion time shall not be increased due to work delays that result from the failure of the Contractor to maintain, repair or replace the Government established baselines, ranges and gages.

4.2 The Contractor shall give the Contracting Officer or his authorized representative adequate advance notice of the commencement of work in order to assure the timely completion of the before dredging survey and the establishment of necessary dredging layouts. The notice shall be furnished at least

15 days prior to mobilization of the dredge plant to the work site. It is understood that the survey made in response to this notice shall constitute the before dredging survey and any subsequent surveys occasioned through Contractor delays may be charged against the Contractor at a rate of \$1,200.00 per day. If the Contractor fails to provide adequate advance notice, the Contracting Officer shall not be responsible for any delays in the commencement of work caused by incomplete dredging layouts.

4.3 Datum and Bench Marks: The plane of reference MLLW (NOS), mean lower low water as established by National Ocean Survey, shall be used in these specifications for dredging operations.

4.4 Horizontal Control: Horizontal control data shall be provided to the Contractor on request. This request should be made to the Hydrographic Survey Section, Navigation Branch, telephone number (410) 962-6063.

5. SIGNAL LIGHTS:

5.1 The Contractor shall display 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, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, 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 set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-Inland (Comdtinst M16672.2), or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable. (DAEN-PRP-1984 JUL)

5.2 Marking of Floating Dredge Pipeline: The Contractor shall mark and maintain the floating dredge pipeline in accordance with U.S. Coast Guard navigation rules, inland - NX5-88.15. As a minimum the Contractor shall mark the pipeline with amber lights visible on all points of the horizon for 2 miles on a clear night. The lights shall flash at 50-70 times per minute and be placed between 1 and 3.5 meters above the water. Spacing shall be sufficient to clearly show the pipeline length and course. Where the pipeline crosses a navigable channel spacing shall be every 10 meters. Two red lights, visible on all points of the horizon, shall be displayed at each end of the floating pipeline. They shall be arranged vertically 1 meter apart with the lower light at the same elevation as the amber lights.

6. ACCOMMODATIONS AND MEALS FOR INSPECTORS: (1965 APR OCE)

6.1 The Contractor shall furnish one temporary office trailer for the Government Inspector which will be located at the disposal site receiving dredge material and will be relocated to the next site as work progresses.

6.2 If the Contractor maintains on this work establishment for the subsistence of his own employees, he shall, when required, furnish to inspectors employed on the work and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The meals furnished shall be paid for by the Government at a rate of \$3.50 per person for each meal.

7. CONTRACTOR QUALITY CONTROL: Contractor Quality Control is the means by which the Contractor verifies that his construction/dredging complies with the requirements of the contract specifications. Contractor Quality Control shall be adequate to cover all construction/dredging operations including both onsite and offsite fabrication and shall be keyed to the proposed construction/dredging sequence.

7.1 General: The Contractor shall provide and maintain an effective quality control program that complies with the Special Contract Requirement INSPECTION OF CONSTRUCTION. The Contractor's Quality Control Program through inspection, testing, equipment/system operation, and reporting shall demonstrate and document the extent of compliance of all work with the standards and quality established by the contract documents. Inspection and test reports shall make reference to specific drawing and/or specification requirements and shall state inspection/test procedures with both expected and actual results.

The burden-of-proof of contract compliance is placed on the Contractor and not assumed by the Government. The Contractor's Quality Control shall not be accepted without question.

7.2 Quality Control Plan: Within 7 calendar days after receipt of Notice to Proceed the Contractor shall furnish his Quality Control Plan and three copies thereof to the Contracting Officer or his authorized representative for review and approval. The plan shall cover in detail each feature of the project including dredging and disposal operations. Copies of the Quality Control Plan shall be made available on the dredge and at the disposal area. The Quality Control Plan the Contractor proposes to implement shall identify the personnel, procedures, instructions, records, and forms, and as a minimum, shall include:

- (a) A description of the quality management organization.
- (b) The number, classifications, qualifications, duties, responsibilities and authorities of personnel. A copy of the letter signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the system manager, shall be furnished.
- (c) Procedures for processing reports, samples and other submittals.
- (d) Quality control activities to be performed, including those of subcontractors.

(e) Compliance inspections recorded on the Daily Quality Control Report and the Dredging Report, a sample of which is shown at the end of these specifications.

Construction or dredging shall be permitted to begin only after approval of the Quality Control Plan, or approval of that portion of the plan applicable to the particular feature of work to be started.

As an additional measure to the implementation of the Quality Control Plan, the Contractor shall meet with representatives of the Contracting Officer as soon as practicable after receipt of Notice to Proceed and before start of construction or dredging to discuss the Contractor's quality control system. The meeting shall develop a mutual understanding relative to details of his Quality Control Program including the forms for recording the quality control operations; control activities, testing, administration of the system for both onsite and offsite, and the interrelationship of Contractor and Government control and surveillance. Minutes of the meeting shall be prepared, signed by both the Contractor and the Contracting Officer or his authorized representative and shall become a part of the contract file. There may also be occasions when subsequent conferences shall be called to reconfirm understandings.

7.2.1 Notification of Changes: After approval of the Quality Control Plan, the Contractor shall notify the Contracting Officer or his authorized representative in writing of any proposed change.

7.2.2 Work Deficiencies: The Contractor shall not build upon or conceal any work containing uncorrected defects. If deficiencies indicate that the Contractor's quality control system is not adequate or does not produce the desired results, corrective actions in both the quality control system and the work shall be taken by the Contractor. If the Contractor does not promptly make the necessary corrections, the Contracting Officer may issue an order stopping all or any part of the work until satisfactory corrective action has been taken. Payment for deficient work shall be withheld until work as been satisfactorily corrected or other action is taken pursuant to the Special Contract Requirement INSPECTION OF CONSTRUCTION.

If the above does not obtain effective improvement in the Contractor's quality control system, the Contracting Officer or his authorized representative may direct changes be made in the quality control system and/or organization, including but not limited to the removal and replacement of unsatisfactory quality control representatives at any level or the addition of quality control personnel or services. Any additional cost to the Government for providing quality control services that are not satisfactorily performed by the Contractor, shall be deducted from payment due the Contractor.

If recurring deficiencies in an item or items indicate that the quality control system is not adequate, such corrective actions shall be taken as directed by the Contracting Officer or his authorized representative.

7.3 Quality Control Organization:

7.3.1 System Manager: The Contractor shall identify an individual within his organization at the site of the work, who shall be responsible for overall management and have the authority to act in all Contractor quality control matters for the Contractor.

7.3.2 Personnel: A staff shall be maintained under the direction of the system manager to perform all quality control activities. The actual strength of the staff during any specific work period may vary to cover work phase needs, shifts, and rates of dredging. At least one full-time Contractor quality control person fully alert and awake shall be present on the disposal area at all times pumping operations are in progress. The personnel of this staff shall be fully qualified by experience and technically trained to perform their assigned responsibilities.

7.4 Control: The Contractor's quality control system shall include at least the following three phases of control and management for definable features of work:

(a) Preparatory: Twenty-four hours in advance of beginning any definable features of work, the Contractor's quality control manager shall review with the Government inspector(s) the applicable provisions of the specifications and Quality Control Plan and confirm the methods to assure compliance.

(b) Initial: This phase of control must be accomplished at the time of arrival of disposal area and dredging personnel on site to accomplish a definable feature of work and at any time new workmen or crews arrive for assignment to the work. The Contractor's control system must permit the transfer of information on quality requirements specified in this contract to each workman before he starts, demonstration from each workman that he can provide the specified quality of work, and motivate him to continue. It is also during this phase that control testing to prove the adequacy of the Contractor's control procedures shall be initiated and verified. The Contracting Officer or his authorized representative shall be notified at least 24 hours in advance of each initial activity.

(c) Follow-up: The follow-up phase shall be performed continuously to verify that control procedures are providing an end product, which complied with contract requirements. Adjustments to control procedures may be required based upon the results of this phase and compliance inspections.

7.5 Completion: At the completion of the work, the Contractor's quality control representative shall conduct a joint completion review with the Government inspector(s). During this review the work shall be examined, quality control shall be reviewed, and a list shall be developed of work not properly completed or not conforming to plans and specifications. This list shall be included in the quality control documentation with an estimated date for correction of each deficiency. The Contractor shall make sure that deficiencies have been corrected prior to the specified completion date. Payment shall be withheld for defective or deficient features until they are satisfactorily corrected except as otherwise provided in the Special Contract Requirement INSPECTION OF CONSTRUCTION.

7.6 Quality Control Records:

7.6.1 The Contractor shall maintain current records, on an appropriate approved form, of quality control operations, activities, and tests performed including the work of suppliers and subcontractors. These records shall include factual evidence that the required activities or tests have been performed, including but not limited to the following:

- (a) Type and number of control activities and compliance inspections.
- (b) Results of control activities or inspections.
- (c) Nature of defects, causes for rejection, etc.
- (d) Proposed remedial action.
- (e) Corrective actions taken.

7.6.2 These records shall cover both conforming and defective or deficient features and shall include a statement that supplies and materials incorporated in the work comply with the contract. The Contractor shall submit legible, daily quality control reports to the Government inspector on the day following the report period. The records shall cover development of the disposal area(s), related piping, and dredging performed during the time period for which the records are furnished. These records shall be verified by person so designated by the Contractor. Failure to follow these procedures shall be considered a breach of the Quality Control Program and portions of the progress payment may be withheld until it is demonstrated by the Contractor that the construction activities covered by the delinquent reports meet the requirements of the plans and specifications.

7.7 Measurement and Payment: No separate measurement and payment shall be made for the work performed in Contractor Quality Control, specified herein, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor, and shall be included in the overall cost of the work.

8. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (EFARS 52.0231.5000 (OCT 1995))

(a) This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable conditions owned

or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual costs data for each piece of equipment or groups of similar serial and services for which the government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs can not be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP1110-1-8 Construction Equipment Ownership and Operating Expenses Schedule, Region East. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d) (ii) and Far 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, shall be determined using the schedule, except that actual rates shall be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated leasees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet. CENAB-CT/SEP 95 (EFARS 52.231-5000)

9. SAFETY:

9.1 General: The Contractor shall comply with the Contract Clause ACCIDENT PREVENTION. EM 385-1-1, September 1996, subject: Safety and Health Requirements Manual, is a part of these specifications.

9.2 Accident Prevention Program: Within 7 calendar days after receipt of Notice to Proceed the Contractor shall furnish his Accident Prevention Program and three copies thereof to the Contracting Officer or his authorized representative for review and approval. The program shall be prepared in the following format:

- (a) Administrative Plan
- (b) Job Hazard Analysis
- (c) A copy of company policy statement of accident prevention and any other guidance statements normally provided new employees.

(d) When marine plant and equipment are in use the Contractor shall assure that oil transfer operations to or from his plant comply with all Federal, State, county, and Municipal laws, codes and regulations. Particular attention is invited to 33 CFR Subchapter 0, POLLUTION. The Contractor shall incorporate in his accident prevention program, submitted in compliance with Contract Clause ACCIDENT PREVENTION, sufficient information to demonstrate that all fuel transfers shall be made in accordance with 33 CFR 156 and any other applicable laws, codes and regulations. (CENABEN 1984 APR)

(e) The Contractor shall not commence physical work at the project site until the program has been approved by the Contracting Officer or his authorized representative. As an additional measure to implementation of the Accident Prevention Program, the Contractor shall meet with representatives of the Contracting Officer as soon as practicable after receipt of Notice to Proceed and before start of work to discuss and develop a mutual understanding relative to administration of the overall safety program. Minutes of the meeting shall be prepared, signed by the Contractor and the Contracting Officer or his authorized representative. At the Contracting Officer's discretion, the Contractor may submit his Job Hazard Analysis only for the phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. EM 385-1-1, Section 1.

9.3 Accident Investigation and Reporting: Accidents shall be investigated by immediate supervisor of the employee(s) involved and reported to the Contracting Officer or the Government inspector within one working day after the accident. Paragraph 01.D, EM 385-1-1.

(a) The Contractor shall insure that all accidents which involve loss of life, occupational disease of the employee, injury incapacitating any person for normal work beyond the day of injury, or damage to property, materials, supplies, or equipment, of \$1,000.00 or more, and which relate to the dredge, any attendant plant, the dredge working area, or the disposal area, shall be recorded, investigated, and reported to the Contracting Officer or his authorized representative.

(b) Each accident shall be verbally reported to the Government inspector at the earliest practicable time, but within 24 hours. Each accident involving loss of life or traumatic injury to any person shall be reported to the Government inspector verbally, telephonically, or by radio immediately.

(c) The Contractor shall promptly investigate each accident and submit a written, signed report on ENG Form 3394 to the Government inspector within 48 hours.

(d) A factual record of each accident shall be entered in the Contractor's official daily log book.

9.4 Daily Inspections: The Contractor shall institute a daily inspection program to assure all safety requirements are being fulfilled. Reports of daily inspections shall be maintained in the Contractor's official

daily log book. The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

- (a) Phase(s) of construction underway during the inspection.
- (b) Locations of areas inspections were made.
- (c) Results of inspection, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

9.5 Means of Escape for Personnel Quartered or Working on Floating Plant: Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plants. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where 9 or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24-inch by 36-inch) which leads to a different exit route. EM 385-1-1, Section 19.

9.6 Emergency Alarms and Signals:

9.6.1 Alarms. Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that shall automatically furnish the required energy during an electrical-system failure.

9.6.2 Signals:

(a) Fire Alarm Signals: The general fire alarm signal shall be in accordance with paragraph 97.13-15b of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Subchapter I, 1 Sep 77 (CG 257)

(b) Abandon Ship Signals: The signal for abandon ship shall be in accordance with paragraph 97.13-15c of referenced cited in (a) above.

(c) Man-Overboard Signal: Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

9.7 Mooring Lines: Eye loops on mooring lines shall be equipped with brackets or handling ropes to protect the hands of deckhands.

10. FUEL USAGE: The Contractor shall furnish the Contracting Officer a report, to be received on or before the last day of the calendar month, listing the totals of fuels consumed by the dredging plant

and supporting vessels. The report shall list the quantities of different fuels separately. The report shall cover the period from the 25th of the preceding month to the 25th of the current month. This information may be included in the Contractor's Daily Report of Operations.

11. ENVIRONMENTAL LITIGATION: (1974 NOV OCE)

(a) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the Contract Clause SUSPENSION OF WORK. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(b) The term "environmental litigation", as used herein, means a lawsuit alleging that the work shall have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

12. WORK AT NIGHT: For night operations the Contractor shall provide and maintain, at his expense, two light towers equipped with a 3 KW generator (minimum) at the dredged material placement site. Each light tower shall have metal halide bulbs (1000 watt) or equivalent, capable of giving off a minimum of 200,000 lumens. No work shall be permitted after dusk without the aid of both light towers.

13. RADIO COMMUNICATIONS: At all times pumping operations are in progress, the Contractor is responsible and required to provide any and all equipment necessary to maintain 24-hour oral communication between the dredge operator, Quality Control System Manager, and the Corps of Engineers' inspector on site. For this purpose, the Contractor shall provide and maintain at his expense a marine band walkie-talkie radio for use by the Government inspector(s). The Contractor is responsible for any and all circumstances not conforming to the plans and specifications resulting from the inadequate operation of the equipment.

14. PROGRESS SCHEDULING AND REPORTING: (JUN 1975) In accordance with the Contract Clauses, the Contractor, shall within 5 days or as otherwise determined by the Contracting Officer, after date of commencement of work, submit for approval a practicable progress schedule showing the manner in which he intends to prosecute the work. ENG Form 2454 ("Construction Progress Chart") shall be furnished upon request for use in preparing this schedule. If a Contractor form is used, the

same information as shown in the ENG Form 2454 shall be provided. Preparation and updating of the schedule shall be as follows:

14.1 Preparation: The progress schedule shall be prepared in the form of time-scaled summary network diagram graphically indicating the sequence proposed to accomplish each work activity or operation, and appropriate interdependencies between the various activities. The chart shall show the starting and completion dates of all activities on a linear horizontal time scale beginning with the dates of Notice to Proceed and indicating calendar days to completion. Each activity in the construction shall be represented by an arrow and shall have a beginning and ending node (event). The entire project shall have only one beginning node and one ending node. The arrangement of arrows shall be such that they flow from the left to right. Each arrow representing an activity shall be annotated to show the activity description, duration and cost. The Contractor shall indicate on the chart the important work activities that are critical to the timely overall completion of the project. Key dates for important features or portions of work features are milestone dates and shall be so indicated on the chart. Based on this chart, the Contractor shall prepare an earnings-time curve (S Curve) showing the rate of progress in terms of money and percent completion. Schedule progress may not include the value of materials or equipment delivered to the job site but not yet incorporated into the work. This schedule shall be the medium through which the timeliness of the Contractor's construction effort is appraised.

14.2 Updating: The Contractor shall update the schedule by entering actual progress thereon at monthly intervals. The status of activities completed or partially completed as of the end of each period shall be shown, as well as the percentage of work completed. In computing actual progress, the value of material and equipment on site but not incorporated into the work may not be considered. When changes are authorized that result in contract time extensions, the Contractor shall submit a modified chart for approval by the Contracting Officer. The Contract Clause SCHEDULES FOR CONSTRUCTION CONTRACTS with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work activities or portions of same by the date indicated on the approved progress chart, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates shall not be met. (CENABCO-E)

15. CONTINUITY OF WORK: No payment shall be made for work done in any area designated by the Contracting Officer until the full depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, nor shall payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the contracting officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gages or ranges cannot be seen or properly followed.

16. MISPLACED MATERIAL: Should the Contractor during the progress of the work, lose,

dump, throw overboard, sink, or misplace any material, plant machinery, or appliance, which in the opinion of the Contracting Officer may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer or inspector, and when required 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 Contracting Officer, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be recovered under his bond. The liability of the Contractor of the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Section 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et seq.).

17. INSPECTION: The Government inspector(s) shall direct the maintenance of the gauges, ranges, location marks and limit marks in proper order and position; but the presence of the Government inspector(s) shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor shall be required:

(a) To furnish, on the request of the Contracting Officer, any Government inspector, or authorized representative, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor shall not be required to furnish such facilities for the surveys prescribed in the Special Clause FINAL EXAMINATION AND ACCEPTANCE.

(b) To furnish, on the request of the Contracting Officer, any Government inspector, or authorized representative, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the disposal site.

(c) Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof shall be deducted from any amounts due or to become due the Contractor.

18. FINAL EXAMINATION AND ACCEPTANCE:

(a) As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer or his authorized representative shall not be subject to damage by further operations under the contract, such work shall be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer or his authorized representative. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination the Contractor shall be required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by

the discretion of the Contracting Officer or his authorized representative. The Contractor or his authorized representative shall be notified when soundings and/or sweepings are to be made, and shall be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it shall be accepted finally. Should more than two sounding or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations shall be charged against the Contractor at the rate of \$1,200.00 per day for each day in which the Government plant is engaged in sounding or sweeping and/ or is enroute to or from the site or held at or near the said site for such operations.

(b) Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon shall not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

19. SHOALING:

19.1 If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes, redredging at contract price, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer.

19.2 If before dredging survey indicates shoaling in the channel immediately adjacent to the channel to be dredged, the Contractor shall be required to dredge the additional shoaling at the contract unit price if directed by the Contracting Officer.

20. ENVIRONMENTAL PROTECTION:

20.1 General: The Contractor shall furnish all labor, materials and equipment, to perform all work required for the prevention of environmental pollution during, and as the result of, construction/dredging operations under this contract except for those measures set forth in the technical Provisions of these specifications. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; or affect other species of importance to man. The control of environmental pollution requires consideration of air, water, and land.

20.2 Applicable Regulations: The Contractor and his subcontractors in the performance of this contract, shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement in effect on the date of this solicitation, as well as the specific requirements stated elsewhere in the contract specifications.

20.3 Notification: The Contracting Officer or his authorized representative shall notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply promptly, the Contracting Officer or his authorized representative may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of time lost due to any such stop order shall be made subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

20.4 Subcontractors: Compliance with the provisions for environmental protection by subcontractors shall be the responsibility of the Contractor.

20.5 Protection of Water Resources: The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acid construction wastes, or other harmful materials. All work under this contract shall be performed in such a manner that objectionable conditions shall not be created in streams through or adjacent to the project area. The Contractor shall take special positive protective measures to prevent spillage of potential pollutant materials such as fuel, emulsion materials, chemicals etc., from storage containers or equipment into public waters. Such positive protective measures may include, but not limited to the following:

- (a) A berm enclosure of sufficient capacity to contain such materials.
- (b) Security measures to prevent acts of vandalism which could result in spillage of such materials (fences, guards, etc.).
- (c) Storage of such materials in an area where the terrain would preclude leakage into public waters.
- (d) Utilization of secure Government storage areas if the Contracting Officer indicates such space is available. No storage past immediate needs (2 days) without the consent of the Contracting Officer or his authorized representative.

20.6 Burning: Burning shall be in compliance with Federal, State, and local laws. The Contractor shall be responsible for obtaining all required burning permit approvals.

20.7 Dust Control: The Contractor shall maintain all work areas free from dust which would contribute to air pollution. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods shall be permitted to control dust. Sprinkling, where used, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

20.8 Protection of Land Resources:

20.8.1 General: It is intended that land resources within the project boundaries and outside the limits of the permanent work performed under this contract be preserved in their present condition or be restored to a condition after completion of construction that shall appear to be natural and not detract from the appearance of the project. Insofar as possible, the Contractor shall confine his construction activities to areas defined by the plans and specifications or to be cleared for other operations. The following additional requirements are intended to supplement and clarify the requirements of the CONTRACT CLAUSES.

20.8.2 Protection of Trees Retained:

(a) The Contractor shall be responsible for the protection of the tops, trunks, and roots of all existing trees that are to be retained on the site. Protection shall be maintained until all work in the vicinity has been completed and shall not be removed without the consent of the Contracting Officer or the authorized representative of the contracting officer. If the Contracting Officer or his authorized representative finds that the protective devices are insufficient, additional protection devices shall be installed.

(b) Heavy equipment, vehicular traffic, or stockpiling of any materials shall not be permitted within the drip line of trees to be retained.

(c) No toxic materials shall be stored within 100 feet from the drip line of trees to be retained.

(d) Except for areas shown on the contract drawings to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without special authority. Existing nearby trees shall not be used for anchorage unless specifically authorized by the Contracting Officer or his authorized representative. Where such special emergency use is permitted, the Contractor or his authorized representative shall first adequately protect the trunk with a sufficient thickness of burlap over which softwood cleats shall be tied.

(e) No protective devices, signs, utility boxes or other objects shall be nailed to trees to be retained on the site.

20.9 Restoration of Landscape Damage: Any tree or other landscape feature scarred or damaged by the Contractor's operations shall be restored as nearly as possible to its original condition at the Contractor's expense. The Contracting Officer or his authorized representative shall decide what method of restoration shall be used and whether damaged trees shall be treated and healed or removed and disposed of. All scars made on trees, designated on the plans to remain, and all cuts for the removal of

limbs larger than 1 inch in diameter shall be coated as soon as possible with an approved tree-wound dressing. All trimmings or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes shall not be permitted. Where tree climbing is necessary, the use of climbing spurs shall not be permitted. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the Contractor and are beyond saving in the opinion of the Contracting Officer or his authorized representative, shall be immediately removed and replaced with a nursery-grown tree of the same species. Replacement trees shall measure no less than 2 inches in diameter at 6 inches above the ground level.

20.10 Location of Storage and Service Facilities: The location on Government property of the Contractor's storage and service facilities, required temporarily in the performance of the work, shall be upon cleared portions of the jobsite or areas to be cleared. The preservation of the landscape shall be an imperative consideration in the selection of all sites.

20.11 Temporary Excavation and Embankments: If the Contractor proposes to construct temporary roads, embankments, or excavations for plant and/or work areas, he shall submit a plan for approval prior to scheduled start of such temporary work.

20.12 Waste Disposal: Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to the work site shall not be permitted. If waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as directed by the Contracting Officer, replaced with suitable fill material, compacted and planted as required to reestablish vegetation.

20.13 Toilet Facilities: The Contractor shall provide on-shore toilet facilities, in accordance with paragraph 02.B, EM 385-1-1, at the dredged material disposal site. Dredge plant toilet facilities may not be substituted for on-shore facility requirements.

20.14 Corrective Action: The Contractor shall, upon receipt of a notice in writing of any noncompliance with the foregoing provisions, take immediate corrective action. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs of damages by the Contractor unless it was later determined that the Contractor was in compliance.

20.15 Measurement and Payment: No separate measurement and payment shall be made for the work performed in Environmental Protection, specified herein, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor and shall be included in the overall cost of the work.

21. **SUBCONTRACTS:** In accordance with Section 00100, Instructions, Conditions, and Notices to Bidders, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY, the Contractor shall, within 10 working days following award of any construction subcontract by the Contractor or a Subcontractor, deliver to the Contracting Officer or his authorized representative a completed DD form 1565.

22. **CONTRACTOR'S RESPONSIBILITY:** (ECI, APP.A) The Contractor shall be responsible that his employees strictly comply with all Federal, State, and municipal laws that may apply to operations under the contract; and it is understood and agreed that the Contractor assumes full responsibility for the safety of his employees, plant, and materials, and for any damage or injury done by or to them from any source or cause, except damage caused to the plant or equipment by acts of the Government, its officers, agents or employees, in which event such damages shall be the responsibility of the Government in accordance with applicable Federal laws. For the purpose of this clause, the terms "officers, agents or employees" of the Government shall not include persons who are employed by the Contractor and whose services have been furnished to the Government pursuant to this or any other contract. (See also FAR 52.236-7 and FAR 52.236-13)

22.1 **Responsibility For Contractor Plant and Government Property:** The Government shall not be responsible for the dredge and attendant plant, any Government property aboard the dredge and attendant plant, or any accidental damage thereto during the period of the contract. The Contractor shall release the Government and its officers and agents from all responsibility for damages to dock facilities, submerged and aerial crossings, bridges, moored vessels, or other damages ordinarily covered by fire and marine insurance. (See also FAR 52.236-9)

22.2 **Warranty:** The Contractor warrants to the Government the quiet and peaceable use of the aforesaid property, and in case of any disturbance, by suit or otherwise, shall defend the same free of charge to the Government in or before the proper State or United States courts.

22.3 **Delays:** If the Contractor refuses or fails to make delivery of the property within the time specified or any extension thereof, as provided in specifications, or to maintain the property in serviceable condition and diligently and competently to conduct the specified operations, the Government may, by written notice terminate the right of the Contractor to proceed with delivery or with further performance under the contract or such parts or parts thereof affected by the contract or otherwise and the Contractor shall be liable to the Government for any excess cost occasioned thereby.

22.4 **Disclaimer:** The Contractor shall hold and save harmless the United states, its officers and employees, from all claims that may arise resulting from the Contractor's negligence in connection with the work to be performed under the contract, or from noncompliance by the Contractor with the provisions of the contract, contract drawings, and specifications and/or the instructions of the Contracting Officer or his authorized representative. (See also FAR 52.236-10).

SECTION 2 - TECHNICAL PROVISIONS

1. WORK COVERED BY CONTRACT PRICE:

1.1 Payment Item No. 0001: All costs connected with the mobilization and demobilization of the Contractor's dredging plant and equipment furnished for the Wicomico River, Wicomico County, Maryland as defined below shall be included in the contract lump-sum price for Item No. 0001 as listed in the Unit Price Schedule.

1.1.1 Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations, i.e. transfer of dredge, attendant plant, and equipment to site; initial installation of pipe, and disposal area preparation required; and any other work that is necessary in advance of the actual dredging operations.

1.1.2 Demobilization shall include general preparation for transfer of plant to its home base, removal of pipelines, disposal area cleanup, and transfer of plant to its home base.

1.2 Payment Item No. 0002: The contract price per cubic yard for maintenance dredging shall include the costs of removal, and disposal of all material as specified herein or as indicated on the contract drawings exclusive of mobilization and demobilization costs as defined in paragraphs 1.1, 1.1.1, and 1.1.2. Payment shall be made in accordance with Item No. 0002 "Maintenance Dredging – Wicomico River" of the Unit Price Schedule which shall be full compensation for the work performed.

1.3 Payment Item No. 0003: All costs associated with the excavation and construction of a diked area to contain the dredged material. This payment will also include the costs of the weirs and effluent pipelines. Payment shall be made in accordance with Item No. 0003 "Dike Construction" of the Unit Price Schedule, which shall be full compensation for the work performed.

2. ORDER OF WORK: The order of dredging shall commence at station 103+000 and proceed to station 148+200, unless otherwise approved by the Contracting Officer's Representative.

(a) The dredging consists of furnishing, delivering, and operating one cutterhead, hydraulic, pipeline dredge with attendant plant capable of performing maintenance dredging in the Wicomico River, Wicomico County, Maryland. Dredged material shall be placed in the designated upland placement sites.

(b) The Contractor shall deliver the dredge and attendant plant ready for operation at the project site within 10 calendar days prior to the initiation of dredging. Upon arrival of the dredge and all attendant plant at the project site in the Wicomico River, Wicomico County, Maryland, the Contracting Officer's appointed inspector(s) will inspect the plant to determine whether any deficiencies have

occurred subsequent to the time the plant was brought into compliance pursuant to the preaward inspection. The Contractor will be notified of acceptance or rejection of the plant within 24 hours after delivery.

(c) Upon Contractor notification and at least 24 hours prior to the commencement of dredging operations the Contractor and Government inspector(s) shall conduct a joint inspection of the completed disposal area operations. No dredging will be permitted to begin until all deficiencies identified by the Government inspector(s) have been satisfactorily corrected by the Contractor.

(d) No dredging shall be permitted unless the Contractor appointed quality control person is present at the disposal area while pumping operations are in progress.

(e) The dredged material shall be deposited in the disposal areas designated on the contract drawings.

3. PLANT: Plant and equipment employed on the work shall be in satisfactory operating condition and capable of safely and efficiently performing the work under exposed environmental conditions and as set forth in the specification and shall be subject to inspection by the Contracting Officer at all times. Pipeline for hydraulic machines shall be kept in good conditions at all times, any leaks or breaks along their length shall be promptly and properly repaired. No reduction in the capacity of the plant employed on the work shall be made except by written permission of the Contracting Officer. The measure of the "Capacity of Plant" shall be its actual performance on the work to which these specifications apply. All floating pipelines used as accessways shall be equipped with walkways and guardrail conforming to paragraph 19.B.05 of Corps of Engineers Manual EM 385-1-1.

4. CHARACTER OF MATERIALS: The maintenance material to be removed to restore the depth within the limits shown on the contract drawings, is that composing the shoaling that has occurred since the channel was last dredged. The existing channel has previously been dredged at a required depth of 14 feet plus 1 foot overdepth. It is believed that the material to be removed will consist principally of shell, clay, sand, silt, mud, gravel, debris, trash and combinations thereof. Minor variations in the subsurface materials are to be expected and, if encountered, shall not be considered as being materially different within the purview of the Contract Clause DIFFERING SITE CONDITIONS. Bidders are expected to examine the site of the work, and decide for themselves the character of the materials.

5. DISPOSAL OF EXCAVATED MATERIAL:

5.1 The Contractor will use the existing upland disposal areas at Sharp's Point (Cells 1, 2, 3, 4, 5, 7, and 8) and Simms Wharf, for placement of dredged material. The Contractor will increase the height of the perimeter dikes at Sharp's Point and Simms Wharf as shown in the contract drawings. Within 7 days after receipt of Notice to Proceed, the Contractor shall furnish his plan for the dike

construction, dredging and disposal operations to the Contracting Officer for review and approval. This plan shall include a description of all proposed retention dike construction and reconstruction, dredging, transporting, and rehandling equipment to be utilized in performance of the contract work, and shall also include disposal area layout plans indicating the locations of the dredged material discharge pipeline and the type and locations of the lights to be utilized for night operations. Dredging will not be permitted to commence until the Contracting Officer or his authorized representative approves this plan.

5.2 The Contractor must confine the retention dikes and dredged material within the designated contract disposal site areas. All dikes needed for confining the dredged material, with necessary weir boxes, shall be provided and maintained by the Contractor, and the cost thereof included in the contract price. The Contractor shall be responsible for any damage arising from the fact that the material or the carrier water (effluent) has been permitted to run off the dredged material disposal area(s). The flow of effluent into the channel shall be regulated to such extent as to prevent erosion or the return of dredged material to the channel. The Contractor shall provide adequate drainage for all back areas by keeping drains, ditches, and water courses open for this purpose. The Contractor shall also be responsible for providing and maintaining adequate ramps over the dredge pipeline where it is necessary to cross roads and streets, and to provide adequate lighting and safeguards for such ramps. When necessary to cross private property to get to the disposal area(s) with roads or pipelines, the Contractor shall obtain permission from the owners of the property before proceeding to cross. The upland disposal area shall be left in a draining condition without significant ponding of water.

5.3 Effluent:

5.3.1 Control of Disposal Area Effluent: The Contractor shall employ the full length of weir crest at all times. The Contractor shall be required to raise the elevation of the weir crest or to stop pumping into the disposal area and permit the fill to settle whenever the density of samples, taken as provided hereinafter, of the mixture of suspended materials and water discharge over the weir is greater than 0.4 grams per liter Total Suspended Solids (TSS) or 300 Nephelometric Turbidity Units (NTU). The Contractor shall furnish and install sufficient weir boards to control the elevation of the dredged material under the contract, and the weir boards so installed shall be left in place upon completion of all work under the contract.

5.3.2 Discharge of Disposal Area Effluent: In order to localize the effect of increased turbidity, diked disposal site effluent shall be discharged as near to the area being dredged as is practical. Effluent from the diked disposal sites shall be discharged directly to open water. The effluent shall not be discharged to any wetland areas. The effluent is to be carried by pipeline over such wetland areas as marshes or wooded swamps in order to prevent sediment accumulation in these environmentally sensitive areas. Any accumulation of sediment in wetlands shall be considered as misplaced excavated material.

5.4 Disposal Weir Box: It shall be the responsibility of the Contractor to design, construct, and maintain a weir box or boxes of sufficient size and capacity to take care of the effluent from the disposal area, and to prevent any material from escaping through the weir box or boxes in accordance with standard tests outlined herein. It is the intent of these specifications that the escape of material from the disposal area be held to an absolute practicable minimum. Pipes from the weir box or boxes through the dike shall be of adequate size and number to carry the effluent water. Pipe weirs shall not be permitted. Minimum weir box requirements are as follows:

(a) An effluent level board shall be installed on the side of the weir box. It shall be graduated in one-tenth of a foot intervals beginning with a datum level of zero feet at the elevation of the bottom of the weir box discharge pipe. The graduations shall continue to 1-foot above the highest point on the dike. Each foot shall be clearly marked and visible from the dike.

(b) A walkway and safety railing shall be installed to the weir box.

(c) The existing weir box was constructed and installed outside the limits of the dike toe and the effluent pipe extends beyond the dike toe to open water as specified in paragraph 5.3.2.

(d) Suitable screen shall be installed around the weir box(es) in order to stop debris entering into the weir box(es).

5.5 Misplaced Excavated Material: Any material that is deposited elsewhere than in places designated or approved by the Contracting Officer or his authorized representative will not be paid for and the Contractor may be required to remove such misplaced material and deposit it where directed at his expense. Misplaced excavated material may constitute a violation of applicable Federal, State, and Local statutes and the Contractor shall be liable for any civil and/or criminal penalties imposed by these statutes. A copy of the State of Maryland, Water Quality Certification is included as part of these specifications.

6. CONTRACTOR-CONSTRUCTED DISPOSAL AREA:

6.1 The material excavated shall be transported, deposited, and retained in the Contractor-constructed dredged material disposal sites designated as "Dredged Material Placement Site" on the contract drawings.

6.2 The Contractor shall be responsible for the integrity of the Contractor-constructed disposal area retention dikes, which must confine the dredged material throughout the life of the contract. At no time will dredge pipes be permitted to enter the disposal area through the dike and/or shall encroachment upon the area retention dikes be permitted. Freeboard shall be measured as the distance between material and water and the crest elevation of the confining dike.

6.3 In the event any leaks occur in the dredge pipeline line, or any breaks in or overflow of the retaining dikes occur, the Contractor shall immediately discontinue dredging operations until such leaks in the line, or breaks, or overflow of the retaining dikes are remedied at the Contractor's expense. The Contractor shall also, at his expense, recover and remove any material misplaced by such leaks, or breaks, or overflow.

6.4 Restoration of Landscape Damage. Any tree, grassed area or other landscape scarred or damaged by the Contractor's equipment shall be restored as nearly as possible to its original condition at the Contractor's expense. The Contracting Officer shall determine the methods of restoration to be used.

7. DISPOSAL DIKE CONSTRUCTION:

7.1 General: The Contractor shall be responsible for preparing the existing diked disposal area and maintaining the integrity of the disposal area retention dikes, which must confine the dredged material throughout the life of the contract. The Contractor will be responsible for the construction and integrity of diked disposal areas and confining dikes, which must confine the dredged material throughout the life of the contract. The dikes shall be constructed at the locations and with the specifications shown on the dredge disposal site drawings or as otherwise directed or approved by the Contracting Officer. At no time will dredge pipes be permitted to enter a disposal area through the dike.

Under no circumstances shall the operating freeboard be less than 2 feet at any time. Freeboard shall be defined as the measurement between the elevation of the retained dredged slurry and the crest elevation of the confining dike. Hand auger borings have been drilled at the site by the Government and the logs of the boring samples and soils test results of the samples are included in Attachment 5.

7.2 Stripping and Excavation: The dike foundations and borrow area shall be stripped of all trees and vegetation. Stripped vegetation or other organic material or earth containing organic material in quantities considered excessive by the Contracting Officer are not suitable for use in the dike embankment and may be spoiled inside the diked area. No material shall be excavated within 20 feet of the inside or outside toe of the dike, except for required removal of stripped vegetation or other organic material. The excavated slopes in the interior of the borrow area shall be no steeper than 1.5 horizontal on 1 vertical.

7.3 Dike Dimensions: Confining dikes will be raised according to plan sheets in the contract drawings, and as specified below.

- 1) Sharp's Point: The confining dikes shall have a minimum crest width of 8 feet and a maximum height of 13 feet at any location along the alignment.
- 2) Simms Wharf: The confining dikes shall have a minimum crest width of 8 feet and a maximum height of 13 feet at any location along the alignment.

The height of the dikes shall be measured from the lowest elevation within ten feet from the outside toe of the dike to the crest elevation. Interior side slopes of the embankment shall be no steeper than 2 horizontal on 1 vertical. For dike heights of 10 feet or less, the exterior side slopes of the embankment shall be no steeper than 2 horizontal on 1 vertical. For dike heights greater than 10 feet but no more than 13 feet, the exterior side slopes of the embankment shall be no steeper than 2.5 horizontal on 1 vertical. The requirements for constructing cross and spur dikes shall be the same as for the confining dikes except that the side slopes shall be no steeper than 2 horizontal on 1 vertical.

7.4 Embankment Material: The dikes shall be constructed of material excavated from within the interior of the dike confining area as directed or approved by the Contracting Officer. Material consisting primarily of uniform silts and sands may not be utilized for embankment material unless blended with other material to produce a relatively well-graded mixture. Uniform silts and sands are defined as silts and sands with a uniformity coefficient ($C_u = d_{60}/d_{10}$) which is less than 6. The uniformity coefficient will be obtained from sieve analysis testing in accordance with ASTM D 422 (Particle-Size Analysis of Soils) on sieves conforming to ASTM E 11. The dike shall be constructed from suitable materials free of frozen material on a nonfrozen surface. The moisture content of the dike embankment material shall be controlled as required to allow for proper compaction such that the fill will not be excessively displaced by the normal operating procedure of the hauling and spreading equipment. If, in the opinion of the Contracting Officer, the material is too wet to facilitate the proper compaction, it shall be removed from the fill and replaced or dried out by any method approved by the Contracting Officer.

7.5 Dike Construction: Placement of material in the dike shall be made in lifts not to exceed 12 inches in uncompacted thickness. Each lift shall be compacted by the controlled use of the hauling and spreading equipment. Movement of equipment shall be distributed as much as practicable over the surface of each lift to provide uniform compaction and complete coverage of fill. The contractor shall maintain the 2 horizontal on 1 vertical dike slopes at all times during the construction of the confining dikes.

Stabilization of the completed dike slopes shall be accomplished in accordance with the applicable requirements of the state of Maryland as set forth in paragraph 14, SEDIMENT CONTROL.

7.6 Remedial Measures: The contractor shall maintain the following materials at the disposal site, and upon the direction of the Contracting Officer, be able to make any necessary repairs to the dike within 24 hours.

- a. 4000 sq. ft. of non-woven or woven geotextile (AMOCO Non-woven Geotextile-4508 or 4553; AMOCO Woven Geotextile-1190; or equivalent).
- b. 4000 sq. ft. of an impervious plastic liner.

c. A list of available local suppliers of sand and gravel that can supply approximately 300 cubic yards of sand and gravel within 8 hours notice.

8. Pipeline Right of Ways: The pipeline right of ways where shown on the placement site drawings are Government furnished. The pipeline must be weighted down and submerged at all times in and around the area of the docks, to prevent interference with boats. The Contractor is not restricted to the right-of-ways shown on the contract drawing(s). In those cases where the Contractor routes a pipeline outside of the Government furnished right-of-way or disposal area property, he shall obtain all easements, permits, and right-of-ways at his own expense. The Influent Line Location maps are shown on the upland placement site drawings for each of the two sites.

8.1 Prevention of Landscape Defacement within Government Furnished Pipeline Right-of-Ways. Unless otherwise noted on the contract drawing(s), the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without the authority of the Contracting Officer or his authorized representative. Monuments and markers shall be protected before construction operations commence and until contract completion.

8.2 Restoration of Landscape Damage within Government Furnished Pipeline Rights-of-Ways. Any tree, grassed area or other landscape scarred or damaged by the Contractor's equipment shall be restored as nearly as possible to its original condition at the Contractor's expense. The Contracting Officer shall determine the methods of restoration to be used.

9. NONCOMPLIANCE: The Contracting Officer or his authorized representative will notify the Contractor in writing of any noncompliance with the foregoing provisions. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. Within 24 hours after the receipt of such notice, the Contractor shall mail, or personally deliver to the Contracting Officer or his authorized representative, a complete proposal of the prompt correction of the noncompliance. The Contracting Officer or his authorized representative will review the proposal and return it to the Contractor approved, subject to such changes or conditions as he finds necessary to assure correction of noncompliance. Immediately upon receipt of such approval, the Contractor shall begin the corrective work and shall carry it to completion. If the Contractor fails or refuses to submit his proposal or to proceed with the corrective work, the Contracting Officer or his authorized representative may suspend all or any part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such suspension shall be made the subject of a claim for extension of time nor for excess costs or damages by the Contractor. If he so elects, the Contracting Officer or his authorized representative may cause the corrective work to be accomplished by others, in which event the cost thereof shall be chargeable against any monies otherwise due the Contractor from the Government.

10. INSPECTION AND TESTING:

10.1 Inspection: The work will be conducted under the general direction of the District Engineer and will be subject to inspection by his appointed inspector(s) to insure strict compliance with the specifications. The Government inspector(s) will direct the maintenance of the gages, ranges, location marks, and limit marks in proper order. Portable lighting shall be provided upon request of the Government inspector(s) for more detailed inspection of potential trouble areas.

10.1.1 The Government inspector(s) will direct suspension of operations at any unit of work where the Contractor upon request does not correct:

(a) A safety hazard which is so grave as to endanger life, limb, or property or cause serious damage to the work. This includes but is not limited to a failure on the part of the Contractor (1) to have a full-time quality control person present and fully alert and awake on the disposal area at all times pumping operations are in progress or (2) provide and maintain the required marine band radio for use by Government inspector(s) at all times while pumping operations are in progress and/or (3) provide and maintain the approved lighting on the disposal area for safe night operations are all basis for Government inspector direct suspension of work.

(b) An effluent reading from the material passing over the weir box crest from the disposal area which exceeds 300 NTU's or 0.4 grams per liter TSS.

(c) An encroachment upon the maintenance of two feet of operating freeboard on the disposal area retention dikes.

(d) Noticeable dike seepage and/or loss of required dike crest width.

10.2 Testing: The Contractor shall provide all equipment and labor necessary to satisfactorily obtain, test, and record the results thereof of weir box effluent testing. The Contractor shall determine the density of the effluent. Effluent samples for density determinations shall be obtained at the weir box. Each sample shall be made by partially filling, without overflow, a one-quart container with the mixture flowing over the weir. When settled solids are not present in the sample, the Contractor may determine the density by the turbidity meter method or the weight-volume method as hereinafter specified. When settled solids are present, the density shall be determined by the weight-volume method.

10.2.1 Turbidity Meter Method: When a turbidity meter method is used for density determination, an instrument similar or equal to Hach #16800 shall be used. The instrument shall be capable of reading at least 0 to 100 NTU's.

10.2.2 Weight-Volume Method: When the weight-volume method is used for density determination, the total sample shall be measured to obtain volume in liters and weight in grams.

Measurements shall be made with a 1000 c.c. laboratory cylinder to the nearest gram. The unit weight shall be obtained by dividing the total weight in grams by the total volume in liters.

10.2.3 Effluent samples shall be obtained on an hourly basis at all times pumping operations are in progress and immediately after removing any weir boards. The frequency of sampling and testing may be increased at the direction of the Government inspector(s) if effluent densities increase.

10.2.4 Records of disposal area effluent sampling and corrective action(s) taken to ensure compliance with turbidity requirements shall be submitted daily to the Government inspector(s). The Contractor shall also record the height of the dike effluent each time an effluent sample is obtained. Effluent test results shall be recorded immediately after tests are performed and made available to the Government inspector(s) at all times upon request.

10.2.5 The Contractor shall provide a shelter on the disposal area(s) to house testing equipment and furnish shelter for quality control personnel.

11. OVERDEPTH AND SIDE SLOPES:

11.1 Overdepth: To cover inaccuracies of the dredging process, material actually removed from within the specific areas to be dredged to a depth of not more than 1-foot below the required depth will be estimated and paid for at the contract price.

11.2 Side slopes: Material actually removed, within limits approved by the Contracting Officer, to provide for final side slopes not flatter than 1 vertical on 3 horizontal, but not in excess of the amount originally lying above this limiting side slope will be estimated and paid for, whether dredged in original position or by dredging space below the pay slope plane at the bottom of the slope for upslope material capable of falling into the cut. In computing the limiting amount of sideslope dredging, an over-depth of 1-foot measured vertically will be used.

11.3 Excessive dredging: Material taken from beyond the limits as extended in the provisions of paragraphs 11.1 and 11.2 above will be deducted from the total amount dredged as excessive overdepth dredging, or excessive sideslope dredging for which payment will not be made. Nothing herein shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of the Special Clauses FINAL EXAMINATION AND ACCEPTANCE or SHOALING.

12. MEASUREMENT AND PAYMENT:

12.1 Mobilization and Demobilization: Mobilization and demobilization shall include all costs in connection with the development and maintenance of the disposal areas` including but not limited to: obtaining the necessary permits and approvals for the work specified in accordance with the Contract

Clause PERMITS AND RESPONSIBILITIES; full reimbursement for the premiums actually paid for performance and payment bonds, moving the Contractor's dredging plant and equipment to the site; initial laying of pipelines; accomplishing the work required by the Sediment Control Permit; maintenance of the disposal areas, and the removal of all dredging plant, equipment, fencing and pipelines from the site upon completion of the work. Payment shall be made in accordance with Item No. 0001, "Mobilization and Demobilization" of the Unit Price Schedule which shall be full compensation for the work performed.

12.2 Dredging: The total amount of material removed and to be paid for under the contract, will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last survey made before dredging and the bottom surface shown by the soundings of a survey made as soon as practicable after the entire work specified has been completed and included within the limits of the overdepth and side slopes described in the Technical Provision paragraph OVERDEPTH AND SIDE SLOPES less any deductions that may be required for misplaced material described in the Technical Provision paragraph MISPLACED MATERIAL. Payment shall be made in accordance with Item Nos. 0002A, "Maintenance Dredging, Simms Wharf", and 0002B, "Maintenance Dredging, Sharp's Point" of the Unit Price Schedule which will be full compensation for the work performed.

12.3 Dike Construction: Dike construction shall include all costs in connection with excavation, raising, and construction of the existing diked disposal areas at Sharp's Point, Simms Wharf, and Mt. Vernon, to contain the dredged material from the Federal navigation project in the Wicomico River. This payment item also includes the cost to design and construct the necessary weir box(es) and effluent pipelines. Payment shall be made in accordance with Item Nos. 0003A, "Dike Construction, Simms Wharf" and 0003B, "Dike Construction, Sharp's Point" of the Unit Price Schedule, which shall be full compensation for the work performed.

12.3 The maps and/or drawings already prepared are believed to represent accurately conditions existing on the date shown on the contract drawing(s). Determination of quantities removed and the deductions made therefrom to determine quantities by place measurement to be paid in the area specified, after having once been made, will not be reopened except on evidence of collusion, fraud, or obvious error.

12.4 Monthly partial payments will be based on approximate quantities determined by soundings or sweepings taken behind the dredge and/or approximate quantities reported in the Daily Reports of Operations.

12.5 Should the Contractor in conjunction with work under this contract perform dredging for third parties adjacent to the specified area to be dredged, payment will be made by the Government only for material removed from the contract area within a vertical plane at the contract unit lines at the location work is performed for such third parties.

13. WORK IN THE VICINITY OF STRUCTURES AND UTILITY CROSSINGS:

13.1 The Contractor shall exercise caution when working in the vicinity of structures and utility crossings or adjacent to the channel or disposal areas. Repair of any damage resulting from excessive or improper excavation in the bottom or side slopes of the channel shall be the responsibility of the Contractor. Where dredging to the required elevation might endanger any structure, the Contracting Officer or his authorized representative may reduce the required excavation in the vicinity of such structure.

13.2 The Contractor shall provide at least project channel dimensions over all utility crossings. The Contractor shall submit for approval by the Contracting Officer or his authorized representative a detailed plan of operation at each pipeline or utility crossing where construction surveys indicated project channel does not exist. The plan shall contain emergency measures to be taken in the event of an accident. The Contractor shall notify the owners of pipelines or utilities at least three calendar days prior to operating within 150 feet of a pipeline or utility. The Government will not be responsible for any damage to structure or utilities due to the Contractor's deviation from the approved plan.

13.3 Any unidentified pipelines or structures which may be found within the limits of work shall not be disturbed nor shall dredging or the disposal of dredged material be performed at these locations unless, and until, approved by the Contracting Officer.

14. SEDIMENT CONTROL

14.1 General: The Corps has made application for approval of the sediment control plan as presented in the plans and specifications. The contractor must comply with the requirements of plan and any deviations must be approved by the State of Maryland, Sediment and Stormwater Administration, Department of the Environment, and the Contracting Officer. The Contractor shall notify the State of Maryland and the Contracting Officer's Representative at least 7 days before the proposed work begins. The contact for the State of Maryland is the Compliance Program at (410) 631-3510.

14.2 Retention Dike Sediment Control:

14.2.1 All dike construction shall be so shaped and compacted so as to have side slopes no steeper than the requirements specified in paragraph 7. DISPOSAL DIKE CONSTRUCTION.

14.2.2 Protection against erosion and scour shall be provided at the pipe weir box point of discharge.

14.2.3 If any repairs to the dike become necessary, then the outside and top surface of the diked containment area shall be stabilized no later than 7 days after any dike repair work.

14.2.4 If repairs to the dike become necessary, then silt fence would need to be provided to contain any erosion in accordance with the requirements of the State of Maryland.

14.3 Vegetative Stabilization

14.3.1 Seeding Times: The seeding season will be from 1 March through 30 November of each year provided the ground is not frozen. If construction or dredging takes place other than this time, it will be considered the "winter mulching season". The application procedure during the "winter mulching season" shall be the same as followed for the "regular seeding season", except the application of seed shall be delayed until the beginning of the "regular mulching season".

14.3.2 Lime and seed shall be applied immediately after dike embankments are dressed and prior to soil material drying out and becoming crusted. No application shall be permitted on a crusted surface.

(a) Application of Soil Amendments: Lime. Apply 4,000 pounds per acre or 92 pounds per 1,000 square feet of pulverized dolomitic limestone. Calcium sulfate (gypsum) may be substituted for lime at the above application rate.

(b) Seeding: The contractor shall select the appropriate seed mix from Table 25 - Permanent Seeding for Low Maintenance Areas, of the 1994 Maryland Standards and Specifications for Soil Erosion and Sediment Control, in accordance with the site conditions and the USDA Plant Hardiness Zones Map (Attachment 3), which are located at the end of the Construction Specifications. This seed mix selection must be submitted for approval by the Contracting Officer's Representative, prior to the commencement of the vegetative stabilization.

14.3.3 Applying Mulch: On the same day as seeding, the seeded area shall be mulched with clean straw at a rate of 2 tons per acre or 90 pounds per 1,000 square feet.

14.3.4 Securing Straw Mulch (Mulch Anchoring): Mulch anchoring shall be performed immediately following mulch application to minimize loss by wind or water. This may be done by one of the following methods (listed by preference), depending upon size of area and erosion hazard:

(a) Wood cellulose fiber may be used for anchoring straw. The fiber binder shall be applied at a net dry weight of 750 pounds per acre. The wood cellulose fiber shall be mixed with water and the mixture shall contain a maximum of 50 pounds of wood cellulose fiber per 100 gallons of water.

(b) Application of liquid binders should be heavier at the edges where wind catches mulch, such as in valleys and on crests of banks. The remainder of the area should appear uniform after binder application. Synthetic binders - such as Acrylic DLR (Agro-Tack), DCA-70, Petroset, Terra Tax II,

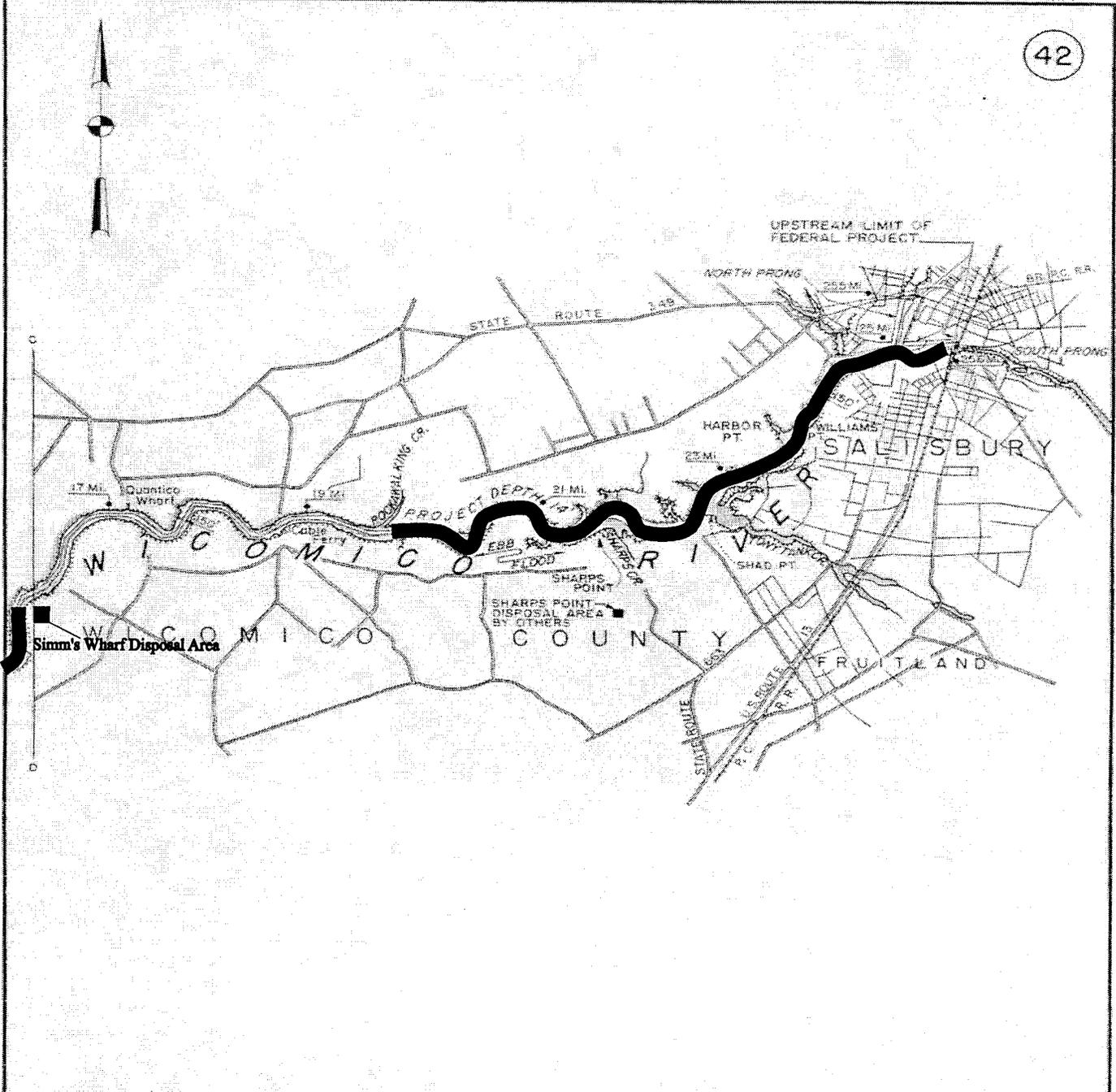
Terra Tack AR or other approved equal may be used at rates recommended by the manufacturer to anchor mulch.

(c) Lightweight plastic netting may be stapled over mulch according to the manufacturer's recommendations. Netting is usually available in rolls 4 to 15 feet wide and 300 to 3000 feet long.

14.4 Final Acceptance: The disposal area dikes will be inspected for sediment control compliance during seeding operations and 30 days after seeding. Seed germination must be sufficient to cover the entire area with a minimum of 100 plants per sq. ft. Bare spots in excess of 2 ft. in diameter are to be reseeded in accordance with the above Vegetative Stabilization requirements. Initial seeding shall be required to be accomplished during the contract performance period. However, subsequent reseeded, if necessary, will not be required to be accomplished during the contract performance period. Liquidated damages will not be assessed during reseeded operations. However, every effort shall be made by the Contractor to complete reseeded operations as quickly as possible.

15. QUALITY CONTROL:

15.1 The Contractor shall establish a Quality Control system to assure compliance with contract requirements and shall maintain records of his quality control for all construction and dredging operations as required in the QUALITY CONTROL paragraphs in the Special Clauses.



PROJECT DEPTH 14'

Figure 1.

WICOMICO RIVER, MD.

REVISED: SEPTEMBER 1985



SOUNDINGS ARE IN FEET
DATUM PLANE IS LOCAL M.L.W.

BALTIMORE DISTRICT OFFICE BALTIMORE MD.

DAILY REPORT OF OPERATIONS				CONTRACT NO.	DATE	RCS ENGKW-37 (Feeder)	
DREDGE				CONTRACTOR			
LOCATION OF WORK (Range, Stationing, Longitudinal position)					CHARACTER OF WORK () Maintenance () New		
DISPOSAL AREA OR REHANDLING BASIN			LENGTH OF DISCHARGE PIPELINE: Total Length Ft. Pontoon Ft. Shore Ft. Submerged Ft.				
CHARACTER OF MATERIAL AND PERCENTAGE OF EACH Gravel Sand Clay Mud Silt Hardpan Stone Others							
AVERAGE DEPTH (Feet and Tenths) Before Dredging After Dredging Payment Depth					WEATHER		
VELOCITY OF DISCHARGE Feet Per Second		AVERAGE VACUUM Inches		AVERAGE DISCHARGE PRESSURE Lbs.		IN PLACE DENSITY G/L	
DENSITY OF RIVER WATER		DENSITY OF WATER DISCHARGING OVER SLUICE WEIR			HEIGHT OF DISCHARGE OVER SLUICE WEIR		
NUMBER OF MEN		MAN HOURS			MAN HOURS TO DATE		
WORK PERFORMED				DISTRIBUTION OF TIME			
ITEM	UNIT	AMOUNT		EFFECTIVE WORKING TIME		HOURS	MINUTES
		GROSS	NET	Dredging			
Av. width of cut	Feet			Percentage of total time			
Area dredged	Sq. Ft.			NON-EFFECTIVE TIME			
Distance advanced this period	Feet			Handling pipe lines			
Distance advanced previously	Feet			Handling swinging lines			
Distance advanced to date	Feet			Clearing pump and pipe line			
Scows loaded	Number			Clearing cutter or suction head			
Av. load per scow	Cu. Yds.			Taking fuel and supplies			
Amt. dredged pumping hr.	Cu. Yds.			Changing location of plant on job			
Amt. dredged this period	Cu. Yds.			Loss due to opposing natural elements			
Amt. dredged previously	Cu. Yds.			Loss due to passing vessels			
Total amt. dredged to date	Cu. Yds.			Minor operating repairs			
Av. pump speed	R.P.M.			Waiting for attendant plant			
Av. discharge lift	Feet			Preparations			
				Transferring plant between works			
				Lay time off shift			
				Sundays and Holidays			
ITEM	NAME	HOURS		Waiting for scows			
Tugboat				Fire and boat drills			
Tugboat				Miscellaneous (Explain in remarks)			
Launch				Total Non-effective Time			
Barges				Percentage of Total Time			
Barges				(Not chargeable to cost of work)			
Scows				LOST TIME			
Derrick				Repair time (8 consecutive hours or more)			
				Collisions			
				Out of commission			
				Miscellaneous (Explain in remarks)			
				Total Lost Time			
				Percentage of total time			
				TOTAL TIME IN PERIOD			
No. of Supervisory Inspections: By field personnel				By office personnel			
REMARKS (Attach additional sheet, if necessary)							

(over)

Table 25 Permanent Seeding for Low Maintenance Areas

MIX	SEED MIX (USE CERTIFIED ¹¹ MATERIAL IF AVAILABLE)	PLANTING		SITE CONDITIONS	USDA HARDI- NESS ZONES ¹²	RECOMMENDED PLANTING DATES ¹³								
		LBS/AC	LBS/1000 SQ FT			3/1- 5/15	3/15- 6/1	5/16- 8/14	6/2- 7/31	8/1- 10/1	8/15- 10/15	8/15- 11/15		
1	TALL FESCUE (75%), CANADA BLUEGRASS (10%), KENTUCKY BLUEGRASS (10%), REDTOP (5%) ¹⁴	150	3.4	MOIST TO DRY	5b		X			X				A
					6a		X			X				
					6b	X					X			
					7a	X						X		
					7b	X						X		
2	KENTUCKY BLUEGRASS (50%), CREEPING RED FESCUE OR A HARD FESCUE (40%), REDTOP (10%)	150	3.4	MOIST TO MODERATELY DRY TO DRY	5b		X			X			B	
					6a		X			X				
					6b	X					X			
3	TALL FESCUE (85%), PERENNIAL RYEGRASS (10%), KENTUCKY BLUEGRASS (5%)	125	2.9	MOIST TO DRY	5B		X			X			C	
		15	.34		6A		X			X				
		10	.23		6B	X					X			
					7A	X						X		
					7B	X						X		
4	RED FESCUE OR CHEWINGS FESCUE (80%) PERENNIAL RYEGRASS (20%)	60	.92	MOIST TO DRY	5b		X			X			D	
		60	.92		6a		X			X				
		15	.34		6b	X					X			
5	TALL FESCUE (85%) OR, PERENNIAL RYEGRASS (50%) PLUS CROWN VETCH OR FLATPEA	110	2.5	MOIST TO DRY	5b		X			X				
		20	.46		6a		X			X				
		20	.46		6b	X					X			
		20	.46		7a	X						X		
					7b	X						X		
6	WEEPING LOVEGRASS (17%) SERECIA LESPEDEZA (83%)	4	.09	DRY TO VERY DRY	6a	X		X					F	
		20	.46		7a	X		X						
					7b	X		X						

NOTES: A/ USED BY SHA ON SLOPED AREAS. ADD A LEGUME FOR SLOPES > THAN 3:1.
 B/ USED IN MEDIAN AREAS BY SHA. SHADE TOLERANT.
 C/ POPULAR MIX - PRODUCES PERMANENT GROUND COVER QUICKLY. BLUEGRASS THICKENS STAND.
 D/ BEST USE ON SHADY SLOPES NOT ON POORLY DRAINED CLAYS.
 E/ USE ON LOW MAINTENANCE, STEEP SLOPES. USE TALL FESCUE IN DRAUGHTY COND. CROWN VETCH BEST FOR 5b, 6a, 6b
 F/ SUITABLE FOR SEEDING IN MID-SUMMER.

G-20-18

¹¹ See Table 20 for a list of recommended varieties best suited for Maryland.

¹² Refer to Figure 5.

¹³ Recommended planting dates are indicated by an X. For seeding during time periods not recommended use a nurse crop such as weeping love grass or millet (mid-summer), or cereal rye (fall to early spring) refer to Table 26 Temporary Seeding

¹⁴ Maryland State Highway Administration Approved Mixes.

Table 25 Permanent Seeding for Low Maintenance Areas (Cont'd)

MIX	SEED MIX (USE CERTIFIED MATERIAL IF AVAILABLE)	PLANTING RATE		SITE CONDITIONS	USDA HARDINESS ZONES	RECOMMENDED PLANTING DATES							NOTES	
		LBS/AC	LBS/1000 SQ FT			3/1-5/15	3/15-6/1	5/16-8/14	6/2-7/31	8/1-10/1	8/15-10/15	8/15-11/15		
7	TALL FESCUE (83%) WEeping LOVEGRASS (2%) PLUS SERECIA LESPEDEZA (15%)	110	2.5	DRY TO VERY DRY	5b		X		X	X			G	
		3	.07		6a		X		X	x				
		20	.46		6b	X		X			X			
					7a	X		X						X
					7b	X		X						X
8	REED CANARYGRASS (75%) REDTOP (6%) PLUS BIRDSFOOT TREEFOIL ⁴ (19%)	40	.92	WET TO MODERATELY DRY	5b		X		X			H		
		3	.07		6a		X		X					
		10	.23		6b	X					X			
					7a	X							X	
					7b	X								x
9	TALL FESCUE (86%) POA TRIVIALIS (7%) BIRDSFOOT TREEFOIL (7%)	125	2.9	WET TO MODERATELY DRY	5b		X		X			I		
		10	.23		6a		X		X					
		10	.23		6b	X					X			
10	TALL FESCUE (80%) HARD FESCUE (20%)	120	3.4	WET TO DRY	5b		X		X			J		
		30	.69		6a		X		X					
					6b	X					X			
					7a	X							X	
					7b	X								X
11	HARD FESCUE (100%)	75	1.7	MOIST TO DRY	5b		X		X			K		
					6a		X		X					
					6b	X					X			
					7a	X							X	

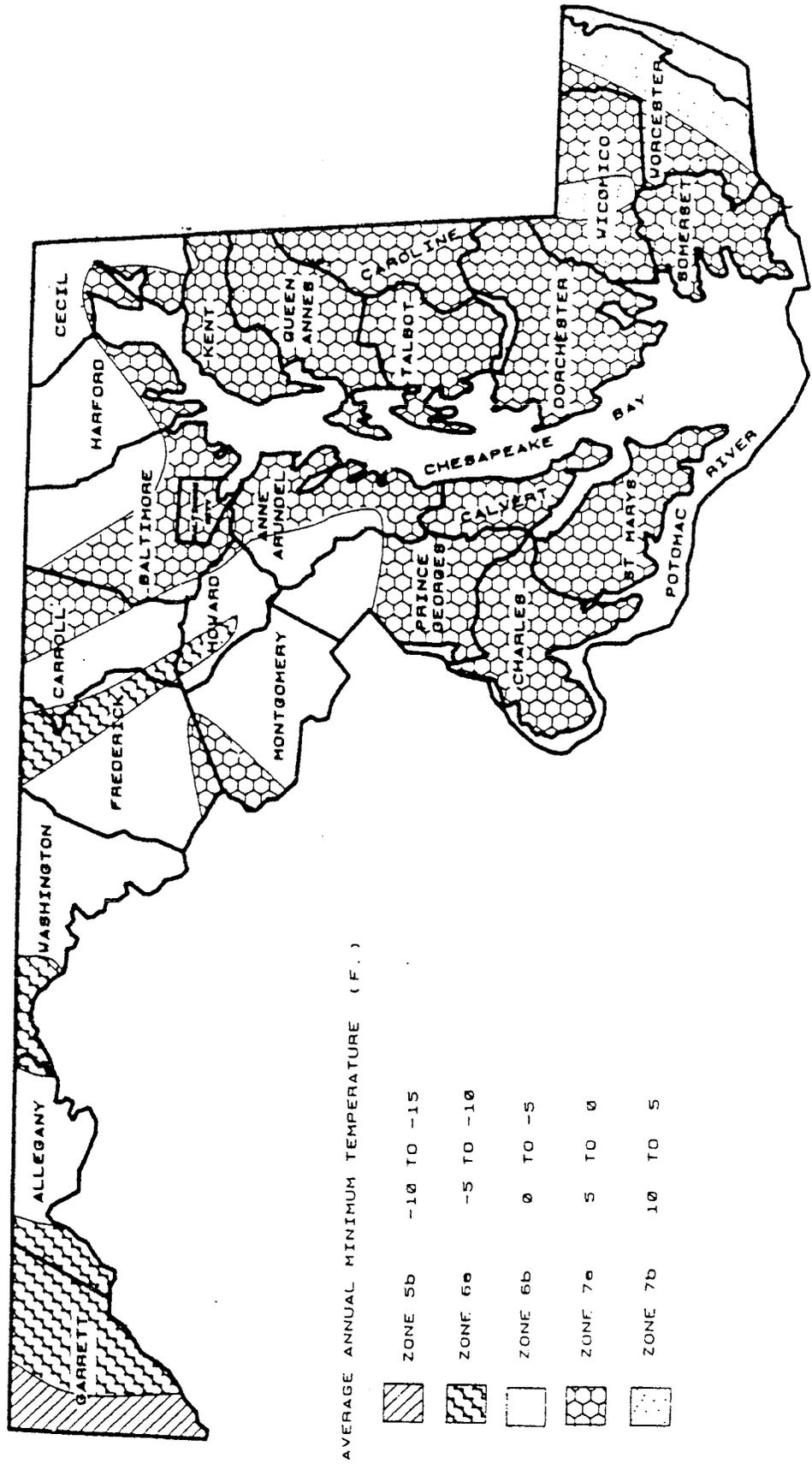
NOTES: G/ WEeping LOVEGRASS MAY BE SEEDED WITH TALL FESCUE IN MID-SUMMER. SERECIA LESPEDEZA IS BEST SUITED FOR ZONES 7a AND 7b.
H/ USE ON POORLY DRAINED SOILS - DITCHES OR WATERWAYS. BIRDSFOOT TREEFOIL IS BEST FOR ZONES 5b, 6a, ABOVE 2,000 FT.
I/ USE IN AREAS OF MOIST SHADE. POA TRIVIALIS THRIVES IN WET SHADY AREAS.
J/ TALL FESCUE MAY BE SEEDED ALONE. THE HARD FESCUE PROVIDES BETTER SHADE TOLERANCE AND PRODUCES A BETTER STAND.
K/ LOW FERTILITY GRASS. REQUIRES INFREQUENT MOWING, GOOD COMPANION FOR WILDFLOWERS.

⁴ LEGUMINOUS SEEDS SHALL BE INOCULATED OR TREATED WITH UNEXPIRED APPROVED CULTURE FOR THE SPECIFIC LEGUME, IN THE PROPER PROPORTIONS, AS SPECIFIED ON THE PACKAGE LABEL. THE INOCULANT SHALL BE STORED AT ROOM TEMPERATURE, OUT OF DIRECT SUNLIGHT AND AWAY FROM HEATING UNITS. WHEN SEEDED WITH MECHANICAL SEEDERS THOROUGHLY MIX THE POWDER FORM OF THE INOCULANT WITH THE SEED BY WETTING THE SEED WITH A SMALL AMOUNT OF WATER AND THEN ADDING THE POWDER. THE INOCULATED SEED IS THEN MIXED WITH OTHER SEEDS AND PLANTED WITHIN 48 HOURS. SEEDS INOCULATED WITH LIQUID CULTURES SHALL BE PLANTED WITHIN 24 HOURS. INOCULATED SEED NOT PLANTED WITHIN THE SPECIFIED TIME WILL BE REINOCULATED. WHEN USING HYDRAULIC SEEDERS, USE 10 TIMES THE AMOUNT OF INOCULANT SPECIFIED FOR DRY SEEDING. INOCULATED SEED SHALL NOT BE EXPOSED TO SUNLIGHT OR LEFT IN A SLURRY FOR MORE THAN ONE HOUR, OTHERWISE REINOCULATION WILL BE NECESSARY.

FIGURE 5

MARYLAND USDA PLANT HARDINESS ZONES

JANUARY 1990



AVERAGE ANNUAL MINIMUM TEMPERATURE (F.)

Zone 5b	-10 TO -15
Zone 6a	-5 TO -10
Zone 6b	0 TO -5
Zone 7a	5 TO 0
Zone 7b	10 TO 5