

**PROPOSAL FORM**  
**BALTIMORE COUNTY**  
**DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION**  
**TOWSON, MARYLAND**

***Division of Construction Contracts Administration***



Contract Number 25115 GX1 & GX2  
EPS Project  
Shallow Creek Maintenance Dredging  
Edgemere – District 15c7  
Workday Number  
Proj-10000813

**CONTRACT BASED ON SEPTEMBER 2023**  
**STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS**  
**AND STANDARD DETAILS FOR CONSTRUCTION**

**Bidders Information**

A site visit is scheduled for Monday, August 11, 2025 @ 1:00 P.M. EST. Located at the Maryland Port Administration's Cox Creek Facility at 1000 Kembo Road, Curtis Bay, Maryland 21226.

A pre-bid meeting will be held on Monday, August 11, 2025 at 10:00 a.m. EST via WebEx. Phone-In (Audio Only) 1-415-655-0001, Meeting Number 2306 193 8917##. Video Conference go to <https://signin.webex.com/join> Meeting Number 2306 193 8917, Password: ndKpJ4XvU22, for Webex link go to: [www.baltimorecountymd.gov/departments/public-works/engineering/contracts/current-solicitations](http://www.baltimorecountymd.gov/departments/public-works/engineering/contracts/current-solicitations)

Baltimore County Prevailing Wage and Local Hiring Affidavit, Wage Rates & Requirements see pages **159-166**

(Contract Disclosure): “Wage rates that are in effect as of the contract solicitation date will be the wage rates through the duration of the project”

MBE/WBE Requirements & Forms see pages **167-181**

**THIS PROPOSAL FORM INCLUDES AND INCORPORATES ALL DOCUMENTS AND INFORMATION REFLECTED, LISTED, AND/OR REFERENCED IN THIS TABLE OF CONTENTS, AND ALL SUCH DOCUMENTS AND INFORMATION ARE PART OF AND INCORPORATED INTO THE CONTRACT DOCUMENTS.**

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# SECTION I

## INFORMATION FOR BIDDERS

### ELECTRONIC SUBMITTAL PROCESS

To be considered, Bids (Section IV – Proposal) shall be received by the bid closing date and time to the following email address [dpwbid@baltimorecountymd.gov](mailto:dpwbid@baltimorecountymd.gov). The contract number and company name should be referenced in the Subject Line of the email. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.

Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder's email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is *1 of 2, 2 of 2*, etc. Multiple part bids will not be considered unless all parts are received by the bid closing date and time.

After submitting a Bid to [dpwbid@baltimorecountymd.gov](mailto:dpwbid@baltimorecountymd.gov), and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Division of Construction Contracts Administration and should be retained for Bidder's records. In the case of a bid submitted in multiple parts as described above, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.

As with any system, power outages or technology problems may arise that are outside of the County's control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Bid.

**NOTE:** Electronic copy of the Bid Bond will be accepted at bid opening. The apparent low bidder is required to submit the original Bid Bond within ten (10) days after the bid opening to the Division of Construction Contracts Administration, 111 West Chesapeake Avenue, Room 300B, Towson, Maryland 21204.

### INSTRUCTIONS AND SPECIFICATIONS

Refer to the enclosed proposal sheets for quantities to be bid upon. All proposals submitted on the attached form must give the price in clear figures for each item of the proposed work and be signed by the bidder with his name and address. Bidders must not change any item in the proposal for which a price has been stipulated by the County. Any change will cause rejection of the proposal.

**NOTE:** STATEMENT UNDER OATH FORM TO ACCOMPANY BID as per Baltimore County Purchasing Act 65-98, Section 15-94 and 15-95 which requires that the enclosed affidavit (see Proposal Affidavit pages in Section IV) be completed and submitted as part of the sealed bid.

Proposals made on any other than the attached form will not be considered. All papers included in, bound thereto, or attached to the Proposal Form are necessary parts thereof and shall not be detached, separated, or altered in their intent.

**Changes in the phraseology of the proposal, additions, or limiting provisions will render the proposal informal or void and may cause its rejection.**

All right is hereby reserved by the Purchasing Agent to reject any or all proposals and to waive formalities and technicalities as the interest of the County may require.

No successful bidder may withdraw his bid within NINETY (90) days after the opening thereof.

The successful bidder will be required to be bonded to Baltimore County, Maryland to the sum of One Hundred per Cent (100%) of the amount of his proposal or proposals according to the form of bond hereto attached for projects in excess of \$25,000.00.

This Proposal must be accompanied by a Bid Bond in an amount of 5% of the bid, the exact amount to be determined by the difference between the low bid and the next lowest bid if two or more bids are received, or 5% of the bid if one bid is received. This guarantees payment of the amount thus determined in case of a default in any matter specified as required before award or in any matter resulting in failure to execute and deliver an Agreement, together with Payment and Performance Bonds, after award. The Bid Bond must be in the form accompanying the Proposal executed by a Surety licensed in the State of Maryland. The Surety must be currently rated "B" or better by the A. M. Best Company, and the bid must be in an amount less than, or equal to, the underwriting limitation contained in Department of Treasury Circular 570 as amended at the time of the underwriting.

All work to be performed under this contract shall be done under strict compliance with Baltimore County Department of Public Works and Transportation September 2023 Standard Specifications for Construction and Materials and Standard Details for Construction and any and all proposed revisions thereto as of the date of advertisement and copies of which are available on the County's website at [www.baltimorecountymd.gov/departments/public-works/standards](http://www.baltimorecountymd.gov/departments/public-works/standards), and all of which are made a part hereof and incorporated herein (collectively, the "Specifications").

If the bidder to whom an award is made shall fail to execute the contract and bond hereto attached and as herein provided, the award may be annulled and the contract awarded to the lowest responsible bidder who has consented to a time extension, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made, or the Purchasing Agent may reject all of the bids as the interest of the County may require.

The Bid Bond of the three lowest bidders is deemed to be effective until the execution and delivery of the Contract Agreement, together with Payment and Performance Bonds for projects in excess of \$25,000.00 or until rejection of all bids, whereupon Surety is deemed relieved of all further obligations under the bid bonds provided.

Bidders must examine the drawings and specifications carefully and must make a personal examination of the location and nature of the proposed work. In case doubt shall arise as to the meaning or intent of anything shown on the drawings or comprised in the specification, inquiry shall be made of the Director of Public Works and Transportation at least five (5) days prior to the date of



bid opening. The submission of the Proposal shall indicate that the bidder thoroughly understands the drawings and the terms of the Specifications.

To better ensure fair competition and to permit a determination of the lowest bidder, unresponsive bids or bids obviously unbalanced may be rejected by the Purchasing Agent.

Bidders are required to fill out the total price column and total their proposals so that the result of the bidding, barring possible arithmetical errors, will be known at once. Any errors in computations will be corrected by the Engineer when the proposals are canvassed. Where the unit price and the total price are at variance, the unit price will prevail.

Bidders must be prepared to complete the work within the time stated in the proposal.

**NOTE: ONLY CONTRACTORS FORMALLY PRE-QUALIFIED WITHIN THE ADVERTISED WORK CLASSIFICATION BY THE DIRECTOR OF PUBLIC WORKS AND TRANSPORTATION OF BALTIMORE COUNTY 10 CALENDAR DAYS PRIOR TO BID OPENING WILL BE ELIGIBLE TO SUBMIT BIDS.**

Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract. Successful bidders must be prepared to comply in all respects with the Contract Provisions regarding nondiscrimination.

Baltimore County has adopted a Minority Business Enterprise (MBE) program and Women's Business Enterprise (WBE) Program. The percentage of participation applies to the contract amount awarded to the Contractor. Qualified minority subcontractors are those certified as being a Minority Business Enterprise by the following:

1. Maryland Department of Transportation Certification Committee (MDOT)
2. City of Baltimore, Minority Business Certification Council

Projects funded by the Federal Highway Administration are limited to the certification listed under #1 (MDOT).

More detailed information regarding the County's MBE/WBE Program can be obtained from the County MBE Office, telephone (410) 887-3407. See Executive Order dated December 6, 2022. MBE/WBE Participation Summary and Forms A, B, C, D and E enclosed in this proposal booklet.

**NOTE:** If you do not complete and submit the enclosed forms with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer **NON-RESPONSIVE** and accordingly the **COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.**

The County reserves the right to require the low bidder to produce evidence indicating that the company's financial condition is equal to, or better than, that enjoyed by the company at the time of prequalification. This additional information may be in the form of a financial statement or other evidence satisfactory to the Office of Budget and Finance.

Bidders' attention is directed to the requirement that a permit must be obtained from the Baltimore County Bureau of Highways and Bureau of Traffic Engineering prior to cutting any County

road for the purpose of obtaining sub-surface soils information, and permission must be obtained from the State Highways Administration prior to making any openings in a State road.

Under no circumstances shall a bidder enter upon any property outside a County or State road for the purpose of securing sub-surface soils information until permission is received from the property owner. The fact that the County has obtained a utility easement does not give the bidder the right to enter upon the property.

**Prevailing index price of asphalt cement/ton \$640.00\_\_\_\_\_.**

**INCLEMENT WEATHER POLICY:** If Baltimore County General Government Offices are open or open with liberal leave the day the bids are due, the bids are due as stated in the bid documents (date and time). **ONLY** when the Baltimore County General Government Offices are **OFFICIALLY CLOSED** the day the bids are due, the bid date will be postponed and an Addendum will be issued the next business (or next day buildings are officially open) day the county offices are open with the new bid date and time.

**BID TABULATIONS:** All bid tabulations will be confidential until after final award, at which time the total bid amounts for all bidders, as well as the complete bid tabulations for the top three (3) bidders, can be inspected by others when requested in writing pursuant to the Maryland Public Information Act.

**ALTERNATIVE SOURCES OF CONTRACT BONDS:** In the event your company is unable to qualify for bonding through a traditional commercial surety company, you may qualify for the required bonds through the State of Maryland, Department of Commerce (DOC). The **Maryland Small Business Development Financing Authority (MSBDFA, pronounced Mis-Bid-Fa)**, an agency of DOC, operates a Surety Bond Program designed to assist small businesses, based in Maryland, that are unable to obtain adequate bonding on reasonable terms in the commercial marketplace. MSBDFA provides bid, payment and performance bonds for contracts funded by government agencies, regulated utilities and private entities. The penal sums of the bonds are limited to the aggregate amount of \$2,500,000 and companies may pre-qualify for multiple bonds within pre-approved terms and conditions. MSBDFA also provides lines of credit, term loans and loan guarantees to help qualified businesses purchase equipment and real property, make improvements to leased property, refinance existing debt and assist them with their working capital needs. For more information on how to apply, you may contact: Meridian Management Group, Inc. (MMG), (the Program's Manager), 826 E. Baltimore Street, Baltimore, Maryland 21202, Telephone: (410) 333-4270. Or visit their website at [www.mmcapitalgroup.com](http://www.mmcapitalgroup.com) for information, applications and a checklist of required documents and reports that must accompany the application.

## **S E C T I O N   I I**

### **SPECIAL PROVISIONS**

## **MAINTENANCE BOND**

Per the Baltimore County Department of Public Works and Transportation September 2023 Standard Specifications for Construction and Materials, Section GP – 4.10 (C) states, the contractor is required to post a maintenance bond in the amount of five (5) percent of the total cost of the contract or withhold five (5) percent retainage for two (2) years from the date of Final Acceptance.

BALTIMORE COUNTY, MARYLAND

BOND NO. \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

### MAINTENANCE BOND

THIS MAINTENANCE BOND is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, as principal ("Principal") and \_\_\_\_\_, a business entity that is authorized to transact business in the State of Maryland and is organized and existing under the laws of the State of \_\_\_\_\_, as surety ("Surety"), are held and firmly bound unto Baltimore County, Maryland, a body corporate and politic of the State of Maryland ("County"), as Obligee.

WHEREAS, the above-named Principal has entered into a written contract known as Contract Number \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_ with Obligee for \_\_\_\_\_ (the "Agreement"), the terms of which are hereby incorporated by reference; and

WHEREAS, Principal has completed construction under the Agreement; and

WHEREAS, the Agreement includes a warranty on the quality of the Work performed that runs for a period of two (2) years from the date of the County's final acceptance and that runs for two (2) additional years beyond the repair date if any repair is done during the warranty period; and

WHEREAS, Principal is required to cause this instrument to be executed and delivered to Obligee as security for maintenance during the warranty period in an amount equal to 5% of the total value of the Contract.

NOW, THEREFORE, the Principal and Surety are held and firmly bound unto the Obligee in the sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum of money the Principal and Surety do bind themselves and their personal representatives, legal representatives, successors, and assigns, jointly and severally, firmly by this maintenance bond.

The conditions of this bond are as follows:

1. The Principal shall, for a period of two (2) years from and after the date of completion and acceptance of same by Obligee, replace all defects arising in the Work, whether resulting from defective materials, equipment, design furnished or workmanship. After such period, this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. In the event of a default on the part of the Principal that may be the subject of a claim under this bond, Obligee shall mail, by certified mail, to Surety at the address listed below, a written statement that a claim is being made under the bond and, with substantial accuracy, the amount of the claim. Surety shall have no obligation to Obligee under this bond until the notice of claim is mailed.
3. When the Obligee has satisfied the condition of Paragraph 2 that a notice of claim be mailed, the Surety shall promptly and at the Surety's expense send an answer to Obligee within 30 days after the date of the claim. The answer shall state the amounts that are undisputed and the basis for challenging any amounts that are disputed. The answer shall be accompanied by payment (or arrangements for immediate payment) of any undisputed amounts.
4. Surety expressly waives any right to receive notice of extensions of time or alterations or modifications to the Agreement that may be granted by Obligee and agreed upon by Principal, and any such extensions, alterations, or modifications shall not affect the obligation of the Surety under this bond.
5. This bond is a specialty governed by the twelve-year statute of limitations period set forth in the Annotated Code of Maryland Courts and Judicial Proceedings §5-102.

WITNESS OR ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Principal – Contractor Name)

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Title: \_\_\_\_\_

Type Address: \_\_\_\_\_

Date: \_\_\_\_\_

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## SPECIAL PROVISIONS

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#### **GENERAL DESCRIPTION, SCOPE OF WORK & SPECIAL CONDITIONS**

##### **1-1 SCOPE OF WORK**

The work to be done under this Contract includes, but is not limited to, furnishing all plant, labor, materials, tools, equipment, superintendence, transportation and performing all work in strict accordance with these Specifications and Drawings. The work consists of subaqueous waterway or channel excavation by means of mechanical dredging, transporting by means of disposing of the dredged material in the designated disposal site in accordance with these Special Provisions. Shallow Creek, a tributary of the Chesapeake Bay is included in this Contract.

##### **1-2 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK**

The Contractor will be required to commence work under this Contract within fifteen (15) days after the date of receipt by them of Notice To Proceed (NTP), to prosecute said work diligently, and to complete the entire work ready for use within 122 calendar days throughout the permitted dredging seasons of 2025-2026. Federal and State permits restrict dredging of the entirety of Shallow Creek and all spur channels from February 15 to October 15, inclusive of any year. The Contractor shall schedule the work to ensure that dredging is accomplished within the permitted period and that dredging occurs in the sequence indicated in the Contract Drawings. The County intends to issue NTP on or prior to October 15, 2025. **NO ADDITIONAL PAYMENT WILL BE MADE FOR ADDITIONAL MOBILIZATION AND DEMOBILIZATION NECESSITATED BY THE CLOSURE PERIODS.**

- A.** The work is anticipated to be completed in one dredging cycle commencing in 2025. If the Contractor has not completed the dredging in one dredging cycle, they must return the following year to complete the dredging. All dredging must be completed no later than February 14, 2026.
- B.** The Contractor shall video tape the project areas (dredging area, pipe easement or easement areas, access road, disposal site and outfall pipe) prior to beginning work. The Contractor shall be responsible for the repair, replacement and/or reconstruction of any property destroyed or damaged as a result of this Contract. This shall include all public and/or privately constructed paths, roadways, piers, aids to navigation, buildings, landscaping, utility lines and other permanent items. All claims will be verified by the County through the video tape log of the area.
- C.** The Contractor shall at all times keep the construction areas, used by the Contractor, free from accumulations of waste materials or rubbish, and prior to completion of the work, remove any rubbish from the premises and all tools, pipes, equipment and materials not the property of the County. Upon completion of the construction, the Contractor shall leave the work



## **SPECIAL PROVISIONS**

### **DIVISION I**

and premises in a clean, neat and workmanlike condition satisfactory to the County.

#### **1-3 CONTRACT DOCUMENTS**

The Contract Documents consist of these Specifications, Contract Drawings and any and all subsequent addenda or additions thereto. The work shall conform to the Contract Drawings and any and all subsequent addenda or additions thereto, all of which form a part of these Specifications and are available in the Division of Construction Contracts Administration of the Department of Public Works (410-887-3531).

#### **1-4 TRANSPORTATION FACILITIES**

The Contractor shall make their own investigation of transportation facilities in the vicinity of the work area as necessary to gain access to the project.

#### **1-5 LIQUIDATED DAMAGES**

In case of failure on the part of the Contractor to complete the work within the time fixed in the Contract or any extensions thereof, the Contractor shall pay to Baltimore County as liquidated damages, the sum of \$500.00 for each calendar day of delay.

#### **1-6 CABLE AND UTILITY LOCATIONS**

The Contractor shall contact MISS UTILITY a minimum of 10 days prior to commencing work to locate any buried cables and utilities on riverine crossings. The Contractor may also look at existing NOAA Navigation Charts to verify the existence and/or location of cable and utility crossings.

#### **1-7 NOTIFICATION TO MDE**

The Contractor shall submit written notification to the Maryland Department of the Environment, Inspection and Compliance Division, at least ten (10) days prior to commencing work and shall furnish written notification of the date of the completion within thirty (30) days.

Central Division:

410-537-3510

1800 Washington Blvd, Baltimore, MD 21230

#### **1-8 INSPECTION**

A. The Contractor will monitor their gauges, ranges, location marks and limit marks in proper order and position. The presence of the Inspector shall not relieve the Contractor of responsibility for the proper execution of the work

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in accordance with the Contract Documents. The Contractor will be required:

1. To furnish, at reasonable times, on the request of the County Inspector or any inspector, 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 the work.
  2. To furnish, at reasonable times, on the request of the County or any inspector, suitable transportation from all points on shore designated by the County to and from the various pieces of floating plant.
- B.** Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the County Inspector and the cost thereof will be deducted from any amounts due or to become due the Contractor.

#### **1-9 PROGRESS CHARTS AND REQUIREMENTS FOR OVERTIME WORK**

- A.** The Contractor shall, within five (5) days or within such time as determined by the County, after date of Notice to Proceed, prepare and submit to the County for approval a practicable schedule, showing the order in which the Contractor proposes to carry on the work, the date on which they will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The Contractor shall enter on the chart the actual progress at such intervals as directed by the County and shall immediately deliver to the County three (3) copies thereof. If the Contractor fails to submit a progress schedule within the time herein prescribed, the County may withhold approval of progress payment estimates until such time as the Contractor submits the required progress schedule.
- B.** If, in the opinion of the County, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve their progress and the County may require them to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to Baltimore County.
- C.** Failure of the Contractor to comply with the requirements of the County under this provision shall be grounds for determination by the County that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time specified. Upon such determination, the County may terminate the Contractor's right to proceed with the work, or

## SPECIAL PROVISIONS

### DIVISION I

any separable part thereof, in accordance with the clause of the Contract entitled "Default and Termination of Contract".

- D.** Construction may be permitted six (6) days a week (Monday – Saturday) during the hours of 7 a.m. and 7 p.m. only. Except for emergencies, additional working hours may be granted but must be requested in writing and require the advanced written approval of the County.

#### **1-10 DEFAULT AND TERMINATION OF CONTRACT**

- A.** The Contractor shall be considered in default of their Contract and such default will be considered as cause for Baltimore County to terminate the Contract for any of the following reasons if the Contractor:
1. Fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or
  2. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract, or
  3. Performs the work unsuitably or neglects or refuses to correct such work as may be rejected as unacceptable and unsuitable, or
  4. Discontinues the prosecution of the work, or
  5. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
  6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
  7. Allows any final judgment to stand against the Contractor unsatisfied for a period of ten (10) days, or
  8. Makes an assignment for the benefit of creditors, or
  9. For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- B.** Should the County Inspector consider the Contractor in default of the Contract for any reason herein before stated, the Contractor shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and Baltimore County's intentions to terminate the Contract.
- C.** If the Contractor or surety, within a period of ten (10) days after such a notice, does not proceed in accordance therewith, then Baltimore County

## **SPECIAL PROVISIONS**

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will, upon written notification from the County of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the work out of the hands of the Contractor. Baltimore County may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the County will be required for the completion of said Contract in an acceptable manner.

- D.** All costs and charges incurred by Baltimore County, together with the costs of completing the work under Contract, will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay to Baltimore County the amount of such excess.

#### **1-11 REQUIRED INSURANCE**

- A.** The Contractor shall procure and maintain during the entire period of his performance under the Contract, Liability Insurance in accordance with GP 7.14 in the Baltimore County Specifications.
- B.** The Contractor shall obtain insurance for their workers as specified by the Longshoreman's and Harbor Worker's Compensation Act. In addition, the Contractor shall furnish a "Certificate of Insurance" for Marine Compensation Insurance.

#### **1-12 REQUIRED LICENSING**

All work performed in tidal waters shall be conducted by a Licensed Marine Contractor with the Marine Contractor's Licensing Board (MCLB) in accordance with Chapter 286 of the 2010 Laws of the State of Maryland. The Contractor shall be prequalified with Baltimore County Department of Public Works and Transportation (DPWT) for Marine Construction – N1 (dredging services).

#### **1-13 SAFETY**

- A. General:** The Contractor shall comply with all pertinent provisions of the U.S. Army Corps of Engineers Manual, "General Safety Requirements, EM 385-1-1", latest edition.
- B. Accident Reporting:**

## SPECIAL PROVISIONS

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1. The Contractor will report to the County all injuries to the Contractor's employees and employees of subcontractors that require examination and treatment by a doctor. The report will include the following:
2. A description of the circumstances leading up to the accident, the cause of the accident, and corrective measures taken to prevent recurrence.
3. A description of the injury and the name and location of the medical facility giving examination and treatment.
4. A statement as to whether or not the employee was permitted to return to work after examination and treatment by the doctor and if not, an estimate or statement of the number of days lost from work. If there have been days lost from work, state whether or not the employee has been re-examined and declared fit to resume work as of the date of the report.
5. OSHA Log: A copy of the Contractor's OSHA Log of Injuries will be forwarded monthly to the County.

#### **1-14 ESTIMATED QUANTITIES**

The total estimated quantities of materials necessary to be removed from within the specified limits to complete the work as shown on the Contract Drawings and on the permit drawings are estimates only. The Contractor will be required to complete all the work specified herein in accordance with the Contract and at the Contract lump sum price.

- A. Estimated Quality and Quantity of Material to be Dredged:** The depths of water, elevations of land, and other data contained in these Drawings and Specifications are made available as information held by the County, but the County assumes no responsibility that this information was complete or correct when obtained, or that it will not change. Before submitting their bid, the Contractor shall determine for themselves the depth of water, the elevations of land, the possibilities of scouring of the bottom with deepening of the water and erosion of the land before construction can be completed, and all other information necessary for them to calculate risk, the degree of difficulty of the work, the yardage of material, and a firm lump sum contract bid price. It is emphasized that the Contractor must anticipate changes in the construction site not only before the start of construction, but during construction as well.
- B.** The Contractor shall be furnished with copies of all Federal and State permits, which are required to be available at the construction site. The engineering sketches and notes are approximate and suitable only for permit purpose, and since the final design has been adjusted from the issued permit, the Contractor shall attach no significance to volume

## SPECIAL PROVISIONS

### DIVISION I

mentioned in these permits; the Contractor shall compute his own as hereinafter specified.

- C. **The Contractor shall be solely responsible for determining the character, quality and quantity of the material to be encountered and shall submit their bid as a lump sum price which includes all costs involved in the construction of the channel as well as those costs associated with the disposal area and satisfactory completion of the project.**
- D. Upon the completion of the work, the County's representative will perform a post-dredge survey. This survey will be the sole means of determining if the work meets the terms of the Contract.

#### 1-15 **SUBCONTRACTING**

The Contractor to whom the Contract is awarded shall understand and agree that this contract is subject to MBE/WBE participation requirement, as determined and issued by the County, equal to a minimum of 0% of the County Contract cost. The Contractor shall perform with their own organization and with the assistance of workmen under the Contractor's immediate supervision, work of a value of not less than 50% of the total original value of the Contract. The Director of Public Works may permit the Contractor to sublet work in excess of the 50% limitation where it is shown that the best interest of the County will be promoted thereby.

- A. No portion of the Contract shall be subcontracted, assigned or otherwise disposed of except with the written consent of the County and the Surety. Consent to subcontract, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor or Surety of any responsibility for the fulfilling of all the requirements of the Contract.

#### 1-16 **LAYOUT OF WORK:**

The County's representative shall stake out the proposed channel in the field. Once the stakeout is complete, a pre-construction meeting will be conducted for all parties to approve the lay out. The Contractor shall furnish all stakes, templates, platforms, equipment tools and materials and labor as may be required to layout any part of the work from the stakeout. The Contractor shall be held responsible for the execution of the work to such lines and grades as indicated by the Contract Drawings. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established until authorized to remove them. If such marks are destroyed by the Contractor or through their negligence, prior to their authorized removal, they shall be replaced by the Contractor at the Contractor's expense. **It shall be the Contractor's responsibility to notify the County at least ten (10) working days prior to the start of dredging to request stakeout of the channel.**

## **SPECIAL PROVISIONS**

### **DIVISION I**

#### **1-17 MOBILIZATION AND DEMOBILIZATION**

Mobilization and Demobilization for this Contract shall include but not be limited to the following items: layout of the work; moving the Contractor's dredging plant and equipment to the site; removal of all dredge plant equipment from the site upon completion of the work. Upon final acceptance of the contract work, the Contractor shall remove all stakes and other temporary markers, including the stakes established by the County's representative, and other materials remaining in the channels as directed by the County within 72 hours after the dredged channel is accepted by Baltimore County.

- A. Refer to Section 108 – Mobilization of the Baltimore County Department of Public Works *Specifications for Construction and Materials*, September 2023 and any subsequent revisions thereto.

#### **1-18 FINAL EXAMINATION AND ACCEPTANCE**

- A. The channel shall be dredged in such a manner that, upon completion of the Contract work, a post-dredge survey conducted by the County or its representative shall show the minimum depth and width of channel and basin cut as herein specified. Depth and elevations shall be measured from mean low water (MLW) with MLW understood to mean zero depth and zero elevation. The Contractor shall use the horizontal and vertical control points shown on the Contract Drawings to layout any additional lines of work, additional stakeout of proposed structures and to test the levels of all construction.

THE CONTRACTOR HAS UNDERSTOOD BEFORE SUBMITTING THEIR BID THAT THE BENCHMARK SHOWN ON THE CONTRACT DRAWINGS SHALL BE THE SOLE DATUM FOR MEASURING THE CONTRACT WORK AND THAT NO OTHER BENCHMARKS, WHICH MAY BE FOUND IN THE AREA, SHALL BE USED.

- B. Should any shoals, lumps, or other lack of Contract depth be disclosed during examination, the Contractor will be required to remove by dredging at no additional cost to the County. The Contractor or their authorized representative will be notified when soundings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally.

#### **1-19 PREVAILING WAGES**

The Contractor must comply with all prevailing wage instructions and requirements.

## SPECIAL PROVISIONS

### DIVISION I

#### 1-20 **ENVIRONMENTAL COMPLIANCE**

- A. The Contractor must comply with all requirements of the Environmental Permits. The Contractor should become familiar with these documents and satisfy themselves that there are no conflicts. If any conflict is found, it should immediately be brought to the attention of the County. Copies of all permits necessary and relevant to construction activities must be maintained on site at all times.
- B. Contractor shall submit a Dredging Operations Plan to Maryland Department of the Environment and the Army Corps of Engineers detailing any additional work and/or structures/fill in waters of the U.S. for dredging (e.g. pilings, barges, etc.) and material placement operations. Plans and submittals shall be as detailed in the General and Special Conditions of the Department of the Army Permit and the State of Maryland Wetlands License.

#### 1-21 **MEETINGS**

- A. **Pre-Construction Meeting:** A pre-construction meeting shall be held after issuance of the NTP but prior to the commencement of work. The Contractor shall request all subcontractors to carefully check all Drawings and Specifications and have representatives present.
- B. **Progress Meetings:** The Contractor shall hold bi-weekly progress meetings at the site at a time determined by the Contractor and the County. The Contractor shall report the progress of work in detail, including compliance with the construction schedule. Each interested subcontractor shall have present a competent representative to report the condition of their branch of the work and to receive instructions. The County's representative shall take minutes of meetings and type and distribute them to members of the conference and others interested, within three (3) business days of the meeting.



## **SPECIAL PROVISIONS**

### **DIVISION II**

#### **DREDGING SITE**

##### **2-1 PROJECT LOCATION**

The dredging site is located within the waterway of Shallow Creek in Edgemere, Maryland off of North Point Road. The Cox Creek Dredged Material Containment Facility (DMCF) Site is located across the Patapsco River at the end of a paved access road off Kembo Road in Pasadena, Maryland.

##### **2-2 PHYSICAL CONDITIONS**

- A.** Field observations of the proposed channel indicate that the material to be removed by dredging consists principally of silt, mud, debris and combinations thereof.
- B. Site Investigation:** The Contractor acknowledges that they have satisfied themselves to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work. The Contractor further acknowledges that they have satisfied themselves as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the County, as well as, from information presented by the Drawings and Specifications made a part of this Contract.
- C.** Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.
- D.** The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract unless (i) such understanding or representations are expressly stated in the Contract and (ii) the Contract expressly provides that the responsibility therefore is assumed by the County. Representations which are not expressly assumed by the County in the Contract shall be deemed only for the information of the Contractor.
- E. Noise:** All dredging and construction related activities shall be carried out in strict conformance with the day/night noise standards prescribed by the

## **SPECIAL PROVISIONS**

### **DIVISION II**

Maryland Department of Health and Mental Hygiene Subtitle 20, Noise Pollution. The Contractor shall notify the County Inspector prior to any change to the working hours authorized in Section 1-9.D.

#### **2-3 WEATHER CONDITIONS**

- A.** Complete weather records and reports may be obtained from the U.S. Weather Bureau. The Contractor shall satisfy themselves as to the hazards likely to occur from weather conditions during the dredging period. The project area is exposed, and suspension of work may at times be necessary during extreme storm events.
- B.** Tidal currents are not of sufficient velocity to have a serious adverse effect on dredging operations. The mean range of tide is 1.0 feet based on NOAA Online Vertical Datum Transformation, with greater fluctuations occurring during storm events.

#### **2-4 NAVIGATION AIDS**

The Contractor shall not relocate or move any aides to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this Contract, the Contractor shall notify the U.S. Coast Guard, Baltimore, Maryland and Maryland DNR Fishing & Boating Services (410-643-6521), in writing with a copy to the County Inspector not less than fifteen (15) working days prior to such need for movement. The Contractor shall notify the U.S. Coast Guard and Maryland DNR Fishing & Boating Services of the approximate time the navigation aid may be relocated from its original position.

#### **2-5 OBSTRUCTION OF CHANNEL**

Navigable waterways within the project area shall be kept free of obstructions to navigation throughout the duration of the work.

#### **2-6 RADIO CONTACT**

The Contractor shall maintain continuous radio or cellphone contact between the dredge and the DMCF site. The Contractor shall provide the County Inspector with a radio or cellphone number for communications with the dredge.

#### **2-7 SHIP-TO-SHIP 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 ship-to-ship 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

## **SPECIAL PROVISIONS**

### **DIVISION II**

approximately ten (10) miles. The frequency has been approved by the Federal Communications Commission.

#### **2-8 SHIP-TO-BRIDGE COMMUNICATION (MOVING BRIDGES)**

The Contractor shall contact the owner of any drawbridge or other type of moving bridge a minimum of seven (7) days prior to dredging to notify the owner that the bridge will have to be opened, lifted, or rotated. The Contractor will set up an approved method of communication; i.e. radio, etc., to notify owner when bridge will have to be moved.

#### **2-9 NOTIFICATION OF THE COAST GUARD**

Prior to commencement of work on this Contract, the Contractor will be required to notify the Commander, Fifth Coast Guard District of their 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 seven (7) days prior to the commencement of dredging operation.

#### **2-10 CHANNEL TRAFFIC**

Channel traffic consists of recreational and commercial craft. Baltimore County will not undertake to keep the channel free from vessel or other traffic. The Contractor will be required to conduct the work in normal navigational conditions. The Contractor will be required to conduct the work in such a manner as to obstruct navigation as little as possible. Upon completion of the work, the Contractor shall promptly remove their plant, including ranges, buoys, piles, and other marks placed by them under the Contract in navigable waters or on shore.

#### **2-11 SIGNAL LIGHTS**

The Contractor shall display signal lights and conduct their operation 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 dredges, lights to be displayed on dredge pipelines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army, (Title 33 C.F.R. 201.16) and the Commandant, U.S. Coast Guard (Title 33 C.F.R. 80.18 - 80.31a and Title 33 C.F.R. 95.51 - 95.70).

#### **2-12 OVERDREDGING**

- A.** Material dredged below the required depth and side slopes as shown on the Drawings will be considered as overdredge and will not be paid for. The Contractor must comply with the maximum depth permitted for each

## SPECIAL PROVISIONS

### DIVISION II

channel. The maximum allowable depth will be 0.5 feet below the depth specified for each channel segment on the Drawings.

- B. The Contractor shall take all measures necessary to ensure that no dredging is performed more than 0.5 feet below the design channel bottom. Any contiguous areas greater than 5,000 SF that are dredged or become deeper as a result of Contractor's operations including tugboat and barge traffic, greater than 0.5 feet below the design depth will be quantified based on post-dredge surveys performed by the County or its representative and considered unauthorized dredging. The Contractor may be required to fill the excess cut areas with clean sand to bring the elevation to within design requirements at no cost to the County.

#### 2-13 SIDE SLOPES

The typical dredged channels shall have a finished bottom depth and width as specified on the Contract Drawings with side slopes no steeper than one (1) foot vertically to three (3) feet horizontally. The channels will be staked by the County or its representative to bottom width. This shall be checked by a hydrographic survey performed by the County or its representative after completion of the work and prior to final payment. In the event that a slope has not completely formed from a vertical cut by the time the Contract work has been completed, and prior to the final payment, the County shall be the judge as to the sufficiency of the vertical cut to allow eventual repose of this particular type of slope without encroachment of the channel. When the dredged site and vicinity of the work are found to be in satisfactory condition and disposal has been completed in accordance with these Specifications, the dredging will be accepted finally. Nothing herein shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of Section 2-21: FINAL EXAMINATION AND ACCEPTANCE.

#### 2-14 UNDERWATER OBSTRUCTION

- A. Any debris, trash, wreckage and/or materials which cannot be placed by mechanical means into the barge or disposal site shall be disposed of in a manner and location pre-approved by the County. Any obstruction that cannot be removed by normal dredging operations shall immediately be brought to the attention of the County. Cost for removal and disposal shall be negotiated with Baltimore County prior to the execution of the work.
- B. **Notice to Mariners of Navigational Hazards:** Should the Contractor, during dredging operations, encounter any objects on the channel bottom which could be a hazard to navigation, they will immediately notify the U. S. Coast Guard and request that the location and description of the navigational hazard be published in the Local Notice to Mariners. The Contractor shall also notify the County so that the appropriate arrangements can be made for removal of the navigational hazard.

## **SPECIAL PROVISIONS**

### **DIVISION II**

#### **2-15 MISPLACED MATERIAL**

- A.** 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 County 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 County, and when required shall mark or buoy such obstructions until the same are removed. Should they refuse, neglect, or delay compliance with the above requirements, such obstruction may be removed by Baltimore County, and the cost of such removal may be recovered by a deduction from the Contractor's final payment.
- B.** Dewatering dredged material from barges and discharging effluent to water or land other than the designated disposal site without proper permits is strictly prohibited.

#### **2-16 DAILY REPORT**

The Contractor shall complete and maintain Daily Reports during the duration of the dredging operation. The completed forms shall be submitted to the Baltimore County Inspector prior to request for payment. These reports shall be supplemented with plans/drawings marked showing the specific areas where work has been performed.

#### **2-18 VIOLATIONS**

If the situation arises that could lead to a potential leak of dredged material, then the Contractor shall immediately cease operations and remedy the situation. If such occurs, the Contractor shall take immediate steps to remove the dredged material from the water, and from all non-approved areas and return same to the placement site. When notified by the County, either to their office or their foreman at the job site, of any violation of the foregoing provisions, the Contractor shall take immediate corrective action. Should the Contractor refuse or fail to promptly correct such violation, the County will order all or part of the work stopped pending correction. The Contractor shall not claim or be entitled to an extension of Contract completion time, excess costs or damages due to time lost by such a stop order.

#### **2-19 FINAL EXAMINATION AND ACCEPTANCE**

The County or its representative shall perform a post-dredged survey to determine satisfactory compliance and final acceptance for payment. The Contractor should notify the Department of Public Works or its agent at least seven (7) calendar days prior to the anticipated completion date. Acceptance

## **SPECIAL PROVISIONS**

### **DIVISION II**

shall be issued once the County has determined that the work was completed in accordance with the Contract Documents.

#### **2-20 PAYMENT**

Payment for mobilization/demobilization of equipment shall be covered under the lump sum Bid Item No. 1 'Mobilization and Demobilization'.

The dredging of Shallow Creek and material transfer to the Cox Creek DMCF site shall be covered under lump sum Bid Item No. 2 'Shallow Creek Main Channel Dredging and Disposal'.

## **SPECIAL PROVISIONS**

### **DIVISION III**

#### **DREDGED MATERIAL CONTAINMENT FACILITY (DMCF) SITE**

##### **3-1 PROJECT DESCRIPTION**

The Contractor shall provide all labor, material and equipment necessary to transport and place the dredged material at the Cox Creek DMCF site and shall comply with all rules and regulations pertaining to this DMCF site. Low ground pressure grading equipment shall be provided, as necessary, at the DMCF site as required to grade material accumulated near the inflow pipe and to control and direct flow from the inflow pipe as directed by the Maryland Port Administration (MPA).

The Department of Environmental Protection and Sustainability (DEPS) and Baltimore County has entered into a Right of Entry (ROE) with MPA for use of Cox Creek DMCF, and the Contractor will be required to comply with the ROE. Draft ROE can be found as Appendix D.

##### **3-2 PROJECT ACCESS**

- A.** Equipment access to the DMCF site shall be accomplished utilizing a paved access road off Kembo Road. Any deviation from the anticipated access shall be approved by the County and/or MPA prior to implementation.
- B.** The Contractor is responsible for any damage to the bituminous or gravel paths and public roadways along their access route. At no time should materials be stockpiled on the blacktop. The Contractor shall be required to present a plan prior to the start of construction for how they plan to ensure restoration of these paths.

##### **3-3 MATERIAL TRANSPORT**

Material shall be mechanically placed at the DMCF site. Hydraulic placement will be permitted per MPA approval.

##### **3-4 DMCF SITE MAINTENANCE**

The Contractor shall take all necessary precautions to avoid damage to the existing containment dike and structures.

##### **3-5 DMCF SITE CLOSEOUT**

Upon completion of the dredging operations, the Contractor may be required to regrade dredged material as necessary to ensure positive drainage and eliminate pockets of standing water.

## **SPECIAL PROVISIONS**

### **DIVISION III**

#### **3-6 PAYMENT**

Payment for the DMCF site operations and maintenance shall be covered under the lump sum Bid Item No. 3 'Dredged Material Containment Facility'.



## SPECIAL PROVISIONS

### DIVISION IV

#### SPUR DREDGING

##### 4-1 PRIVATE ACCESS CHANNELS (SPUR DREDGING)

- A. It is the intent of this Contract for the Contractor to dredge private access channels (spur dredging) for the County's main channels.
- B. The Contractor shall bid on each individual spur on a lump sum price for each one. The spur sizing and approximate shapes are provided on sheets found in Appendix C. Property owner number will correspond with the appropriate spur number.
- C. Each property owner reserves the right to not have their spur dredged. Each spur channel shall be regarded as an add alternate item in the bid proposal and may be deleted from the final awarded Contract. The basis of award shall, however, be based on the base bid (main channel) plus all add alternate (spur channels).
- D. The Contractor shall stake out each spur channel prior to commencing that particular spur channel. Two (2) stakes (minimum) shall be required for the length and width of the spur channel. The Contractor shall include this item in the overall lump sum bid price for each spur channel.
- E. All material excavated for spur dredging may be placed at the Cox Creek DMCF site. The cost of transporting and disposing of the spur dredged material shall be included in the price bid for each individual spur.
- F. The Contractor shall be held responsible for the execution of the work to such lines and grades as indicated by the Spur Dredging Drawings. **Each spur will be verified by Baltimore County in accordance with contract depths prior to final payment. Any changes to Contract dimensions and/or depths shall be approved by Baltimore County.**
- G. It is reiterated that the Contractor is responsible for checking site conditions and estimated volume calculations to their satisfaction and that all risks and eventualities have been carefully considered and are reflected in the Contractor's lump sum bid for each spur.

## SPECIAL PROVISIONS

### DIVISION IV

<b><u>SPUR SUMMARY TABLE</u></b>					
SPUR NO.	OWNER	PROPERTY ADDRESS	DEPTH (LF MLW)	NET AREA (SF)	NET VOLUME (CY)
1	WALTER & CHARMIEL GIETKA	7831 DENTON AVE	-4.0	2,522	193
2	JOSEPH & KAREN FRANK	7835 DENTON AVE	-5.0	3,754	420
3	JOHN GRACE	7815 DENTON AVE	-5.0	4,161	480
4	DAVID & LISA GRAMMER	7824 DENTON AVE	-4.0	1,408	108
5	MICHAEL KARMAZYN	7836 DENTON AVE	-4.0	1,343	94
6	JOHN CAPPS	7822 DENTON AVE	-4.5	478	53
7	JOSEPH & KAREN FRANK	7834 DENTON AVE	-4.5	1,110	123
8	ROSA MCVEY	7828 DENTON AVE	-4.5	918	125
ESTIMATED TOTAL				15,694	1,596

#### **4-2 MEASUREMENT AND PAYMENT**

Payment for dredging and disposal of each individual spur channel as shown on the Contract Drawings shall be covered under each individual spur channel's lump sum bid item. Upon the completion of the work, Baltimore County or its representative will perform a post-dredge survey. This survey will be the sole means of determining if the work meets the terms of the Contract.

**SHALLOW CREEK MAINTENANCE DREDGING  
MAIN CHANNELS AND SPUR CHANNELS**

**APPENDIX A**

**MARYLAND DEPARTMENT OF THE ENVIRONMENT  
WETLANDS LICENSE 24-WL-1121**

**SHALLOW CREEK MAINTENANCE DREDGING  
MAIN CHANNELS AND SPUR CHANNELS**

**APPENDIX B**

**U.S. ARMY CORPS OF ENGINEERS**  
PERMIT 2024-61698

NOTE: PERMIT WILL BE PROVIDED TO SELECTED CONTRACTOR

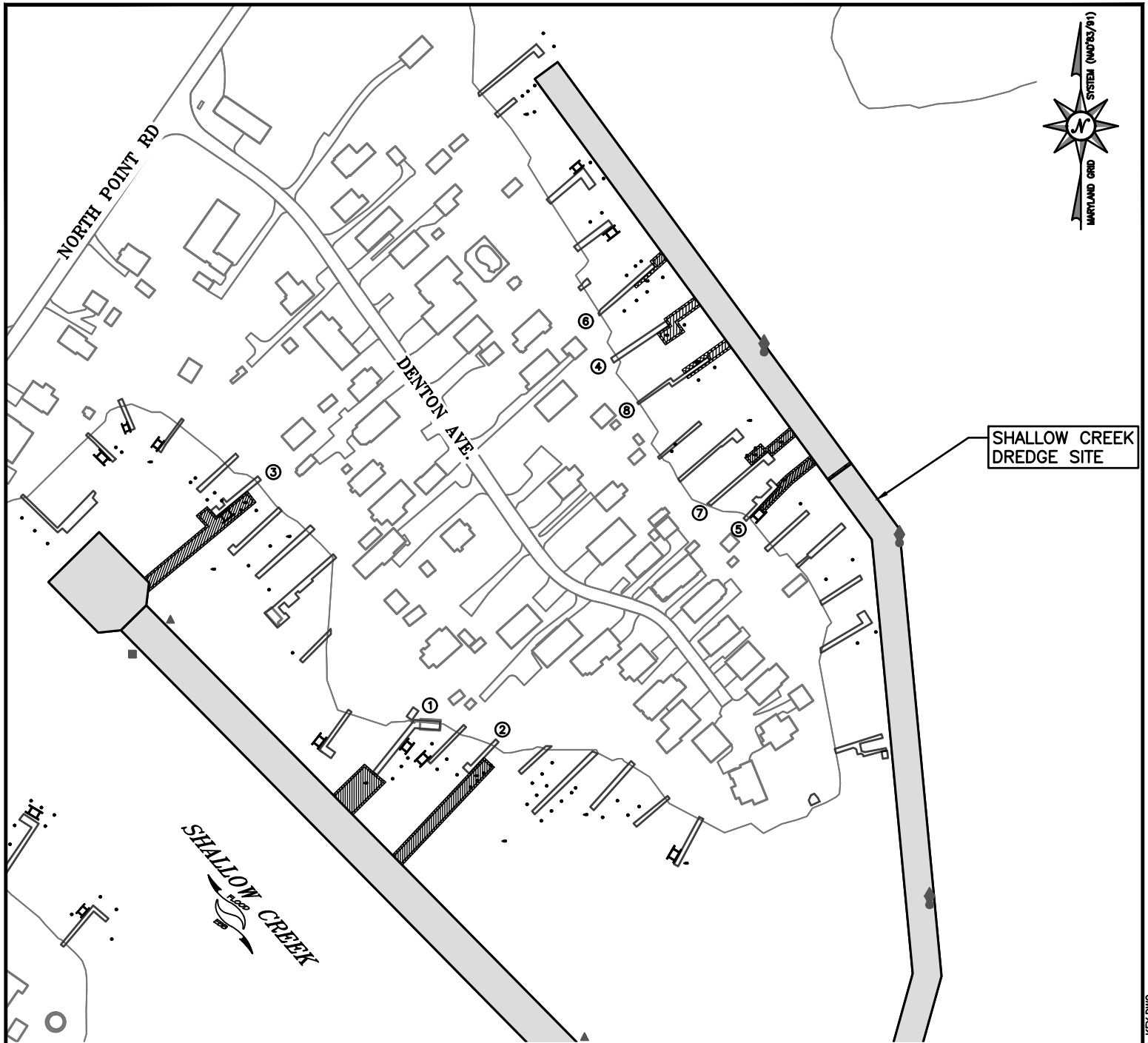
**SHALLOW CREEK MAINTENANCE DREDGING  
MAIN CHANNELS AND SPUR CHANNELS**

**APPENDIX C  
SPUR DRAWINGS**

**SHALLOW CREEK MAINTENANCE DREDGING  
MAIN CHANNELS AND SPUR CHANNELS**

**APPENDIX D**

**DRAFT RIGHT OF ENTRY (ROE)**

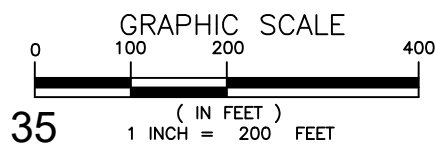


SHALLOW CREEK MAINTENANCE  
DREDGING  
AT  
BALTIMORE COUNTY

APPL. BY: BALTIMORE COUNTY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

SPUR KEY SHEET

DATE: OCTOBER 2024



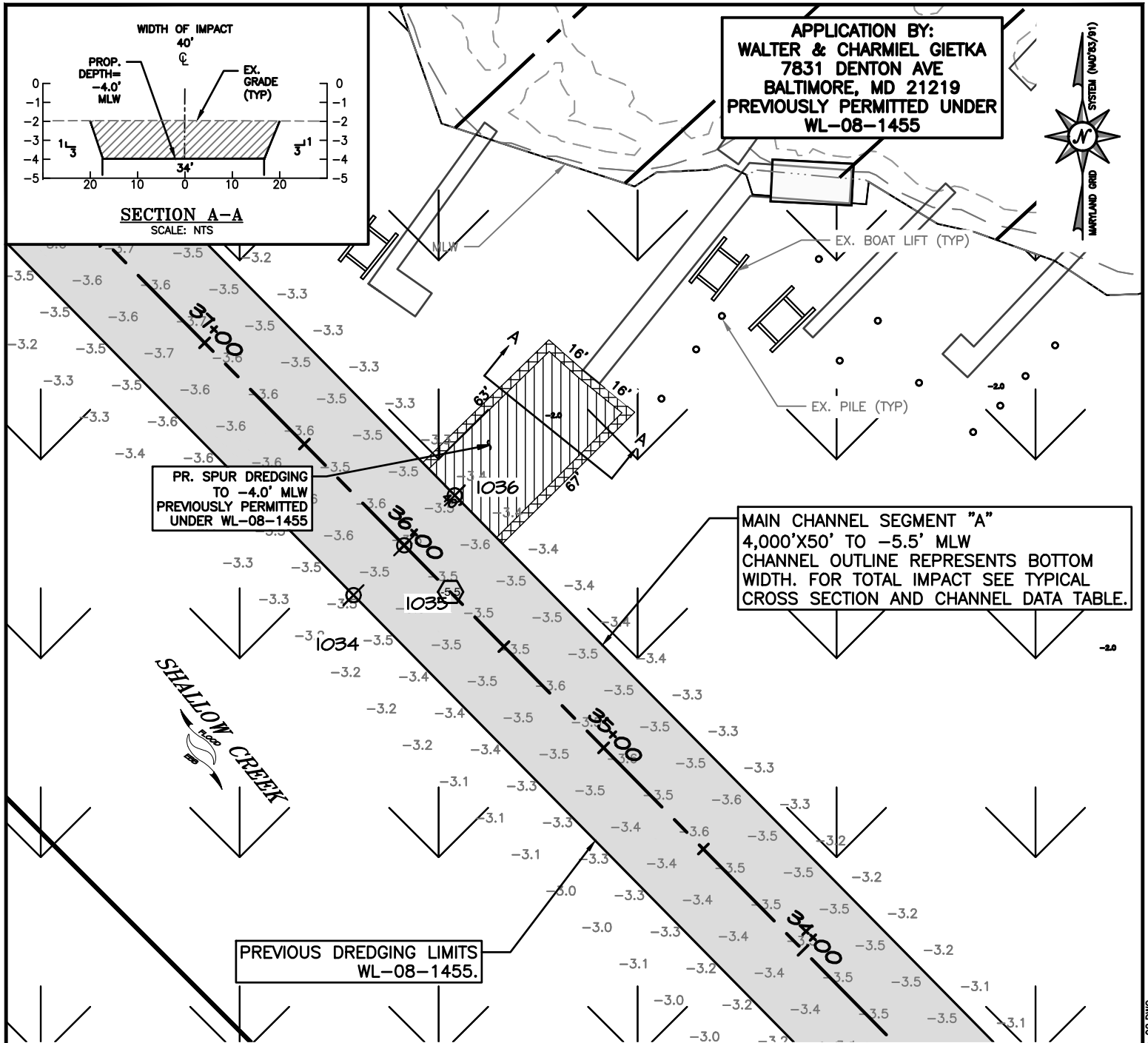
NOTE:  
BASEMAP TAKEN FROM BALTIMORE COUNTY  
2023 PLANIMETRICS AND 2020 IMAGERY.



Consultants & Designers, Inc.

"Integrating Engineering and Environment"

7455 New Ridge Road, Suite T Phone: (410) 694-9401  
Hanover, Maryland 21076 Fax: (410) 694-9405  
www.baylandinc.com



APPLICATION BY:  
WALTER & CHARMIEL GIETKA  
7831 DENTON AVE  
BALTIMORE, MD 21219  
PREVIOUSLY PERMITTED UNDER  
WL-08-1455



PR. SPUR DREDGING  
TO -4.0' MLW  
PREVIOUSLY PERMITTED  
UNDER WL-08-1455

MAIN CHANNEL SEGMENT "A"  
4,000'X50' TO -5.5' MLW  
CHANNEL OUTLINE REPRESENTS BOTTOM  
WIDTH. FOR TOTAL IMPACT SEE TYPICAL  
CROSS SECTION AND CHANNEL DATA TABLE.

PREVIOUS DREDGING LIMITS  
WL-08-1455.

#### SPUR DATA

AREA = 2,522 SF  
VOLUME = 193 CY  
2023 SAV IMPACT = 2,522 SF

#### LEGEND

-1.0 EXISTING DEPTH  
○ EXISTING PILING



BOTTOM CUT AREA  
SIDE SLOPE AREA

#### SAV LEGEND

COMPOSITE SAV BED FROM SPRING  
AND SUMMER SAV SURVEY 2023

SPRING SURVEY DATE: MAY 26, 2023

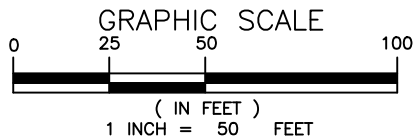
SUMMER SURVEY DATE: AUGUST 11, 2023

#### NOTE:

1. ADDITIONAL DETAILS INCLUDING SIDE SLOPES AND CROSS SECTION HAVE BEEN ADDED TO GRAPHICALLY REPRESENT IMPACTS.
2. PREVIOUSLY PERMITTED AS UNDER WL-08-1455.

#### NOTES:

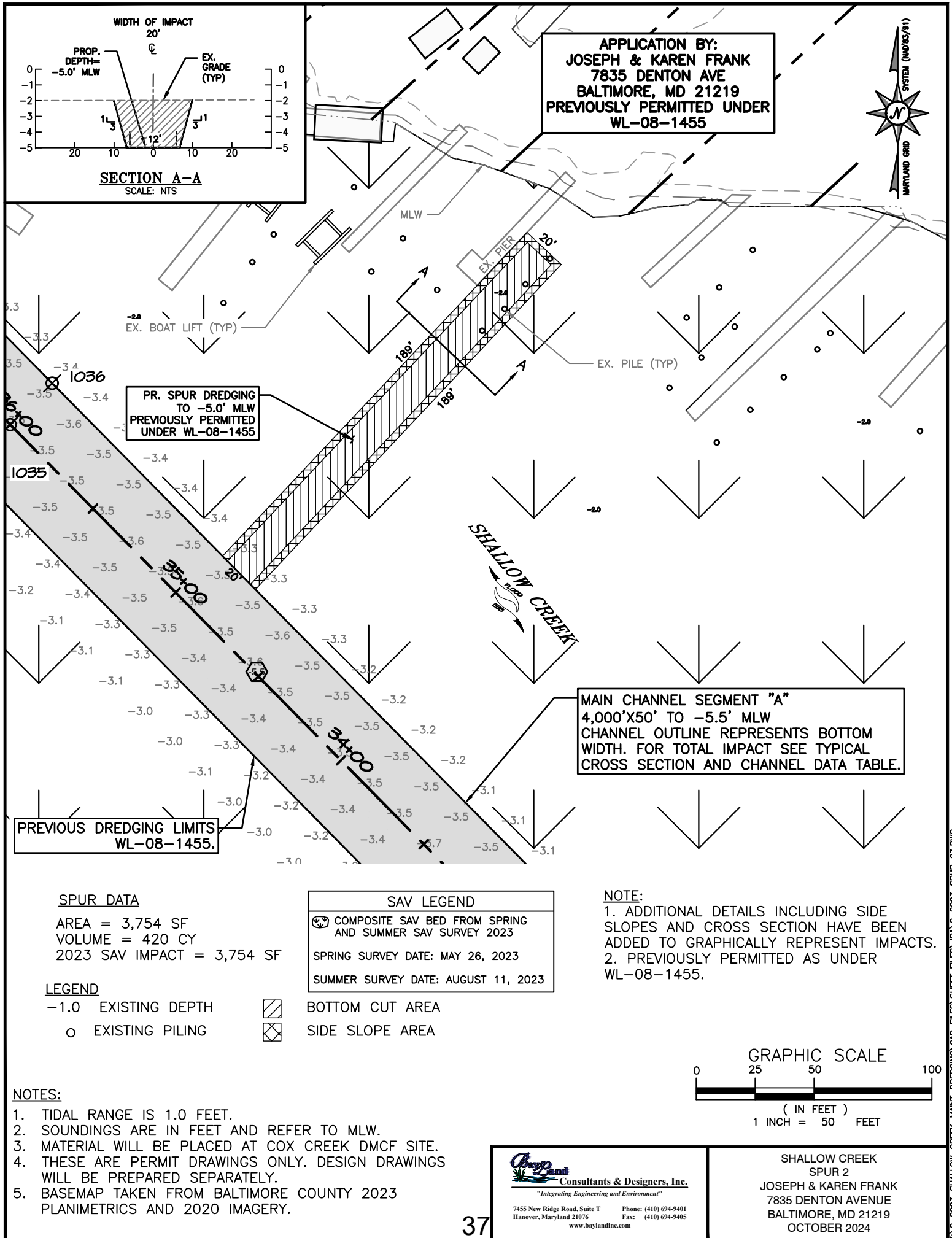
1. TIDAL RANGE IS 1.0 FEET.
2. SOUNDINGS ARE IN FEET AND REFER TO MLW.
3. MATERIAL WILL BE PLACED AT COX CREEK DMCF SITE.
4. THESE ARE PERMIT DRAWINGS ONLY. DESIGN DRAWINGS WILL BE PREPARED SEPARATELY.
5. BASEMAP TAKEN FROM BALTIMORE COUNTY 2023 PLANIMETRICS AND 2020 IMAGERY.



**Bayland**  
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www.baylandinc.com

SHALLOW CREEK  
SPUR 1  
WALTER & CHARMIEL GIETKA  
7831 DENTON AVENUE  
BALTIMORE, MD 21219  
OCTOBER 2024





SECTION A-A  
SCALE: NTS

APPLICATION BY:  
JOSEPH & KAREN FRANK  
7835 DENTON AVE  
BALTIMORE, MD 21219  
PREVIOUSLY PERMITTED UNDER  
WL-08-1455

PR. SPUR DREDGING  
TO -5.0' MLW  
PREVIOUSLY PERMITTED  
UNDER WL-08-1455

MAIN CHANNEL SEGMENT "A"  
4,000'X50' TO -5.5' MLW  
CHANNEL OUTLINE REPRESENTS BOTTOM  
WIDTH. FOR TOTAL IMPACT SEE TYPICAL  
CROSS SECTION AND CHANNEL DATA TABLE.

PREVIOUS DREDGING LIMITS  
WL-08-1455.

SPUR DATA

AREA = 3,754 SF  
VOLUME = 420 CY  
2023 SAV IMPACT = 3,754 SF

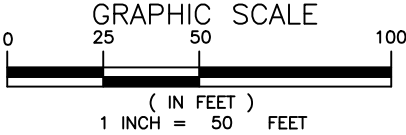
LEGEND

- 1.0 EXISTING DEPTH
- EXISTING PILING
- ▨ BOTTOM CUT AREA
- ▩ SIDE SLOPE AREA

SAV LEGEND	
	COMPOSITE SAV BED FROM SPRING AND SUMMER SAV SURVEY 2023
SPRING SURVEY DATE: MAY 26, 2023	
SUMMER SURVEY DATE: AUGUST 11, 2023	

NOTE:  
1. ADDITIONAL DETAILS INCLUDING SIDE SLOPES AND CROSS SECTION HAVE BEEN ADDED TO GRAPHICALLY REPRESENT IMPACTS.  
2. PREVIOUSLY PERMITTED AS UNDER WL-08-1455.

- NOTES:
1. TIDAL RANGE IS 1.0 FEET.
  2. SOUNDINGS ARE IN FEET AND REFER TO MLW.
  3. MATERIAL WILL BE PLACED AT COX CREEK DMCF SITE.
  4. THESE ARE PERMIT DRAWINGS ONLY. DESIGN DRAWINGS WILL BE PREPARED SEPARATELY.
  5. BASEMAP TAKEN FROM BALTIMORE COUNTY 2023 PLANIMETRICS AND 2020 IMAGERY.

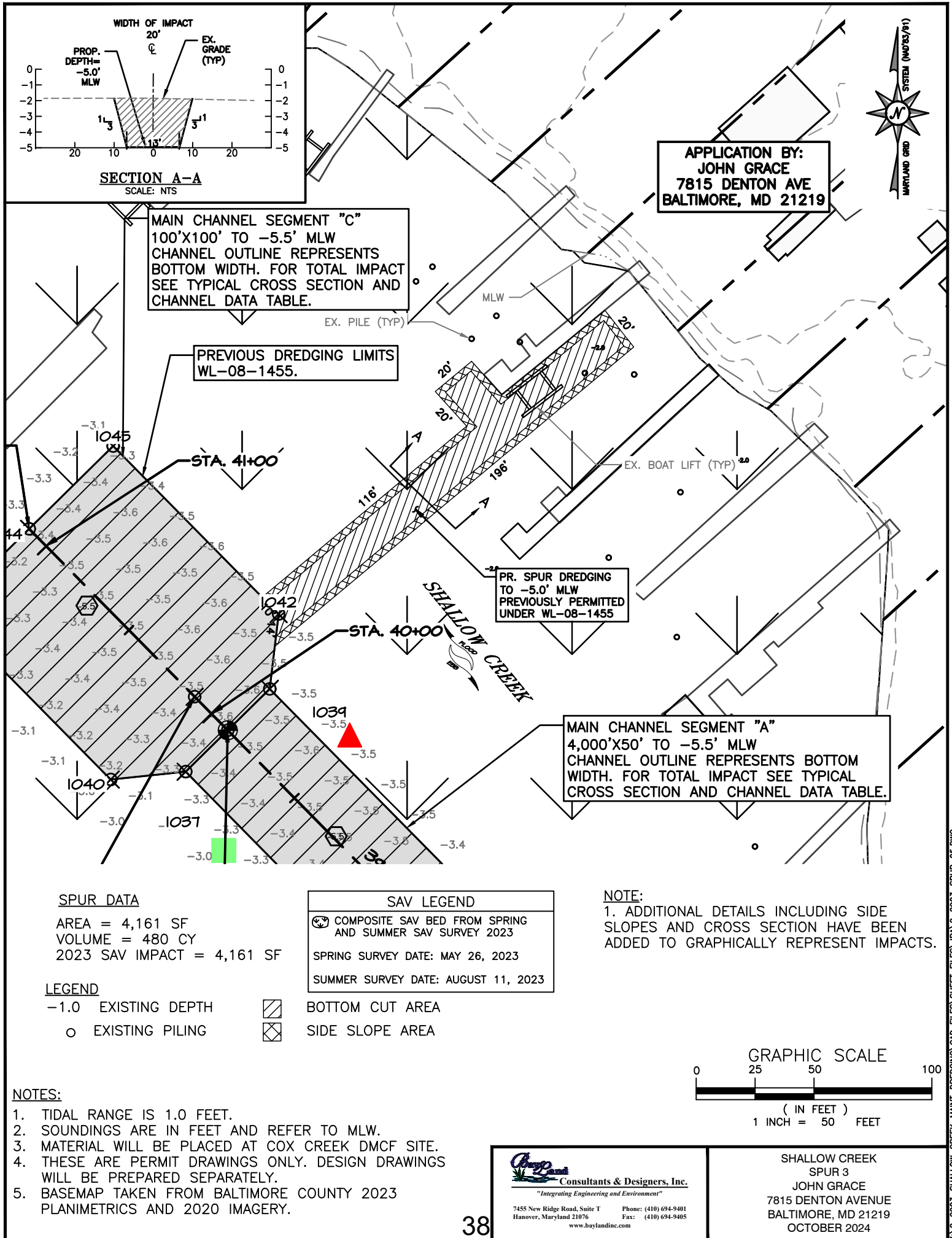


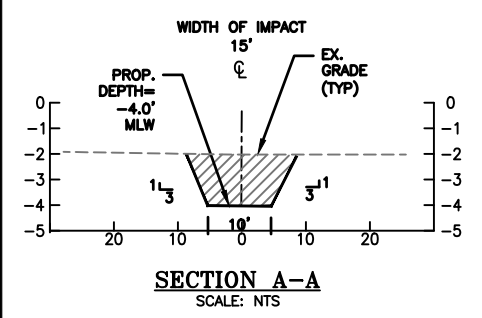
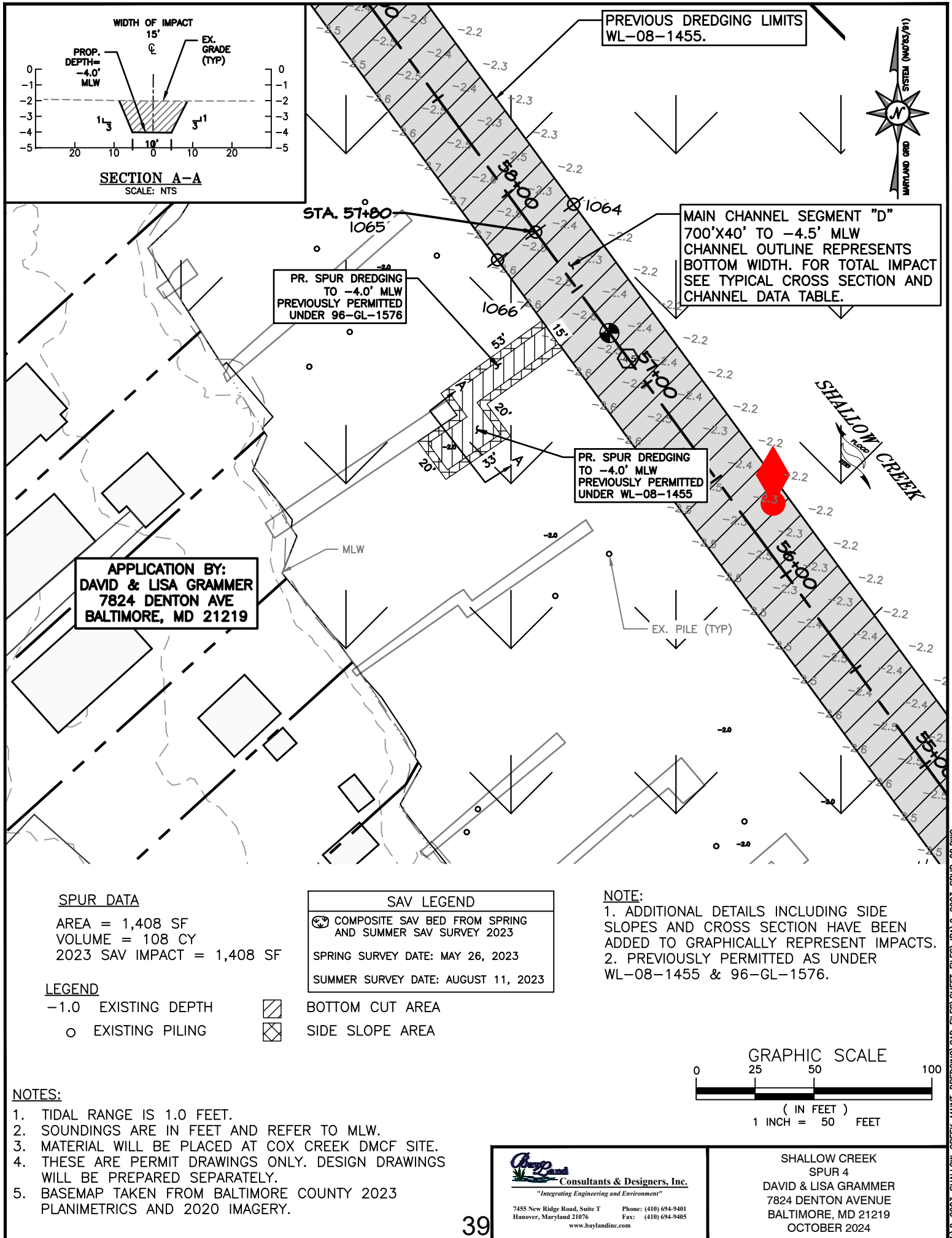
Consultants & Designers, Inc.  
"Integrating Engineering and Environment"

7455 New Ridge Road, Suite T  
Hanover, Maryland 21076  
www.baylandinc.com

Phone: (410) 694-9401  
Fax: (410) 694-9405

SHALLOW CREEK  
SPUR 2  
JOSEPH & KAREN FRANK  
7835 DENTON AVENUE  
BALTIMORE, MD 21219  
OCTOBER 2024





PREVIOUS DREDGING LIMITS  
WL-08-1455.

MAIN CHANNEL SEGMENT "D"  
700'X40' TO -4.5' MLW  
CHANNEL OUTLINE REPRESENTS  
BOTTOM WIDTH. FOR TOTAL IMPACT  
SEE TYPICAL CROSS SECTION AND  
CHANNEL DATA TABLE.

PR. SPUR DREDGING  
TO -4.0' MLW  
PREVIOUSLY PERMITTED  
UNDER 96-GL-1576

PR. SPUR DREDGING  
TO -4.0' MLW  
PREVIOUSLY PERMITTED  
UNDER WL-08-1455

APPLICATION BY:  
DAVID & LISA GRAMMER  
7824 DENTON AVE  
BALTIMORE, MD 21219

SPUR DATA

AREA = 1,408 SF  
VOLUME = 108 CY  
2023 SAV IMPACT = 1,408 SF

LEGEND

- 1.0 EXISTING DEPTH
- EXISTING PILING

SAV LEGEND	
	COMPOSITE SAV BED FROM SPRING AND SUMMER SAV SURVEY 2023
SPRING SURVEY DATE: MAY 26, 2023	
SUMMER SURVEY DATE: AUGUST 11, 2023	

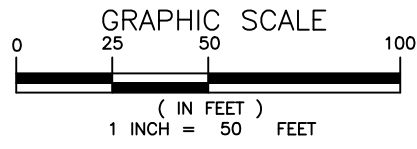
- BOTTOM CUT AREA
- SIDE SLOPE AREA

NOTE:

1. ADDITIONAL DETAILS INCLUDING SIDE SLOPES AND CROSS SECTION HAVE BEEN ADDED TO GRAPHICALLY REPRESENT IMPACTS.
2. PREVIOUSLY PERMITTED AS UNDER WL-08-1455 & 96-GL-1576.

NOTES:

1. TIDAL RANGE IS 1.0 FEET.
2. SOUNDINGS ARE IN FEET AND REFER TO MLW.
3. MATERIAL WILL BE PLACED AT COX CREEK DMCF SITE.
4. THESE ARE PERMIT DRAWINGS ONLY. DESIGN DRAWINGS WILL BE PREPARED SEPARATELY.
5. BASEMAP TAKEN FROM BALTIMORE COUNTY 2023 PLANIMETRICS AND 2020 IMAGERY.



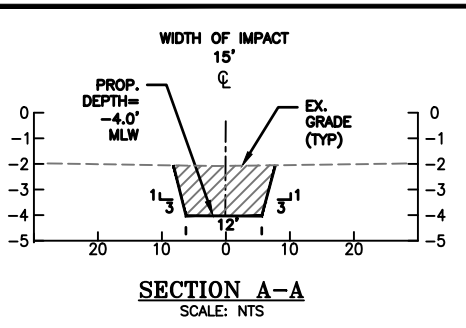
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"Integrating Engineering and Environment"

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Hanover, Maryland 21076  
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Phone: (410) 694-9401  
Fax: (410) 694-9405

SHALLOW CREEK  
SPUR 4  
DAVID & LISA GRAMMER  
7824 DENTON AVENUE  
BALTIMORE, MD 21219  
OCTOBER 2024

Z:\2-2903\_SHALLOW\_CREEK\_MAINT\_DREDGING\CAD FILES\SHEET FILES\JPA\2-2903\_SPUR\_08.DWG



PREVIOUS DREDGING LIMITS  
WL-08-1455.

MAIN CHANNEL SEGMENT "D"  
700'X40' TO -4.5' MLW  
CHANNEL OUTLINE REPRESENTS  
BOTTOM WIDTH. FOR TOTAL IMPACT  
SEE TYPICAL CROSS SECTION AND  
CHANNEL DATA TABLE.

PR. SPUR DREDGING  
TO -4.0' MLW  
PREVIOUSLY PERMITTED  
UNDER WL-08-1455

EX. FLOATING PIER  
MLW

APPLICATION BY:  
MICHAEL KARMAZYN  
7836 DENTON AVE  
BALTIMORE, MD 21219

MAIN CHANNEL SEGMENT "B"  
1,140'X40' TO -5.5' MLW  
CHANNEL OUTLINE REPRESENTS  
BOTTOM WIDTH. FOR TOTAL IMPACT  
SEE TYPICAL CROSS SECTION AND  
CHANNEL DATA TABLE.

SHALLOW CREEK

SPUR DATA

AREA = 1,343 SF  
VOLUME = 94 CY  
2023 SAV IMPACT = 1,343 SF

LEGEND

-1.0 EXISTING DEPTH  
o EXISTING PILING



BOTTOM CUT AREA  
SIDE SLOPE AREA

SAV LEGEND

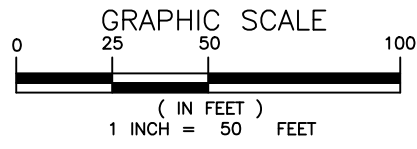
COMPOSITE SAV BED FROM SPRING  
AND SUMMER SAV SURVEY 2023  
SPRING SURVEY DATE: MAY 26, 2023  
SUMMER SURVEY DATE: AUGUST 11, 2023

NOTE:

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2. PREVIOUSLY PERMITTED AS UNDER WL-08-1455.

NOTES:

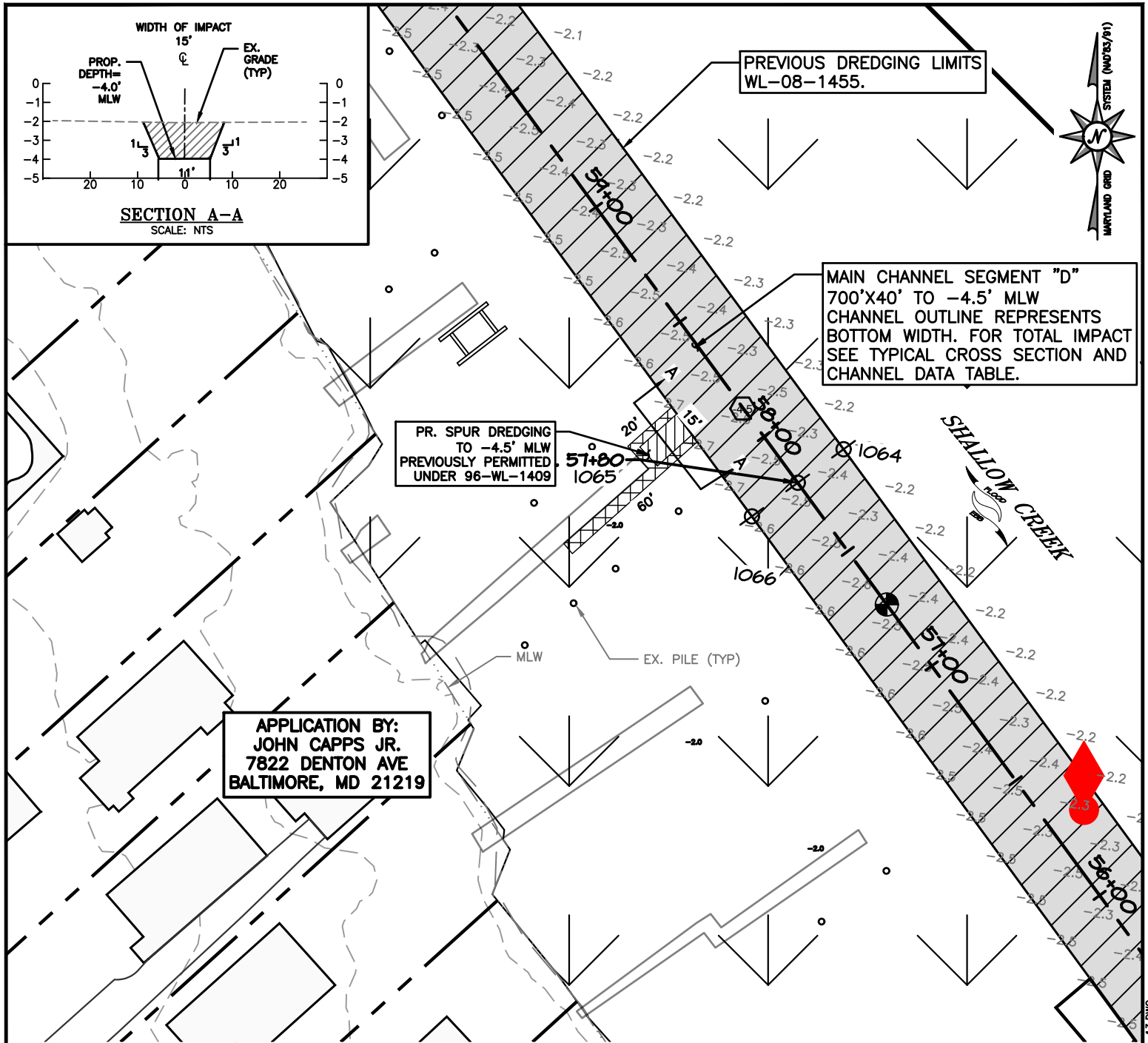
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4. THESE ARE PERMIT DRAWINGS ONLY. DESIGN DRAWINGS WILL BE PREPARED SEPARATELY.
5. BASEMAP TAKEN FROM BALTIMORE COUNTY 2023 PLANIMETRICS AND 2020 IMAGERY.



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SHALLOW CREEK  
SPUR 5  
MICHAEL KARMAZYN  
7832 DENTON AVENUE  
BALTIMORE, MD 21219  
OCTOBER 2024



#### SPUR DATA

AREA = 478 SF  
VOLUME = 53 CY  
2023 SAV IMPACT = 478 SF

#### LEGEND

-1.0 EXISTING DEPTH  
○ EXISTING PILING



BOTTOM CUT AREA  
SIDE SLOPE AREA

#### SAV LEGEND

COMPOSITE SAV BED FROM SPRING AND SUMMER SAV SURVEY 2023

SPRING SURVEY DATE: MAY 26, 2023

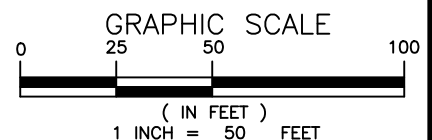
SUMMER SURVEY DATE: AUGUST 11, 2023

#### NOTE:

1. ADDITIONAL DETAILS INCLUDING SIDE SLOPES AND CROSS SECTION HAVE BEEN ADDED TO GRAPHICALLY REPRESENT IMPACTS.
2. PREVIOUSLY PERMITTED AS UNDER WL-96-1409.

#### NOTES:

1. TIDAL RANGE IS 1.0 FEET.
2. SOUNDINGS ARE IN FEET AND REFER TO MLW.
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4. THESE ARE PERMIT DRAWINGS ONLY. DESIGN DRAWINGS WILL BE PREPARED SEPARATELY.
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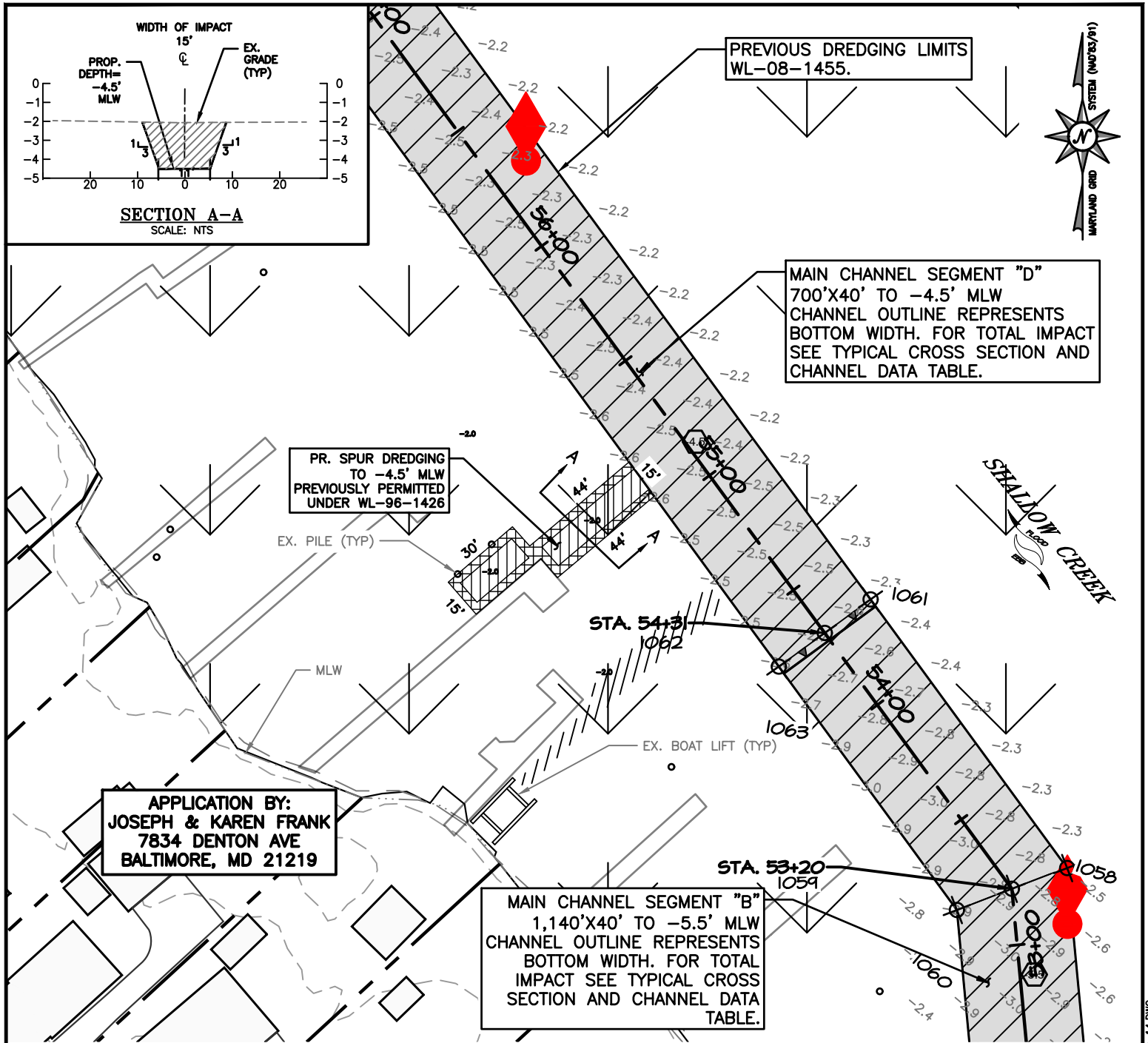


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Hanover, Maryland 21076 Fax: (410) 694-9405  
www.baylandinc.com

SHALLOW CREEK  
SPUR 6  
JOHN CAPPS JR.  
7822 DENTON AVENUE  
BALTIMORE, MD 21219  
OCTOBER 2024





#### SPUR DATA

AREA = 1,110 SF  
VOLUME = 123 CY  
2023 SAV IMPACT = 1,110 SF

#### LEGEND

-1.0 EXISTING DEPTH  
○ EXISTING PILING



BOTTOM CUT AREA  
SIDE SLOPE AREA

#### SAV LEGEND

COMPOSITE SAV BED FROM SPRING  
AND SUMMER SAV SURVEY 2023

SPRING SURVEY DATE: MAY 26, 2023

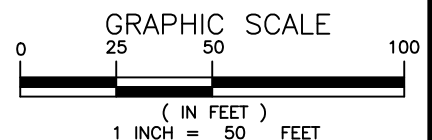
SUMMER SURVEY DATE: AUGUST 11, 2023

#### NOTE:

1. ADDITIONAL DETAILS INCLUDING SIDE SLOPES AND CROSS SECTION HAVE BEEN ADDED TO GRAPHICALLY REPRESENT IMPACTS.
2. PREVIOUSLY PERMITTED AS UNDER WL-96-1426.

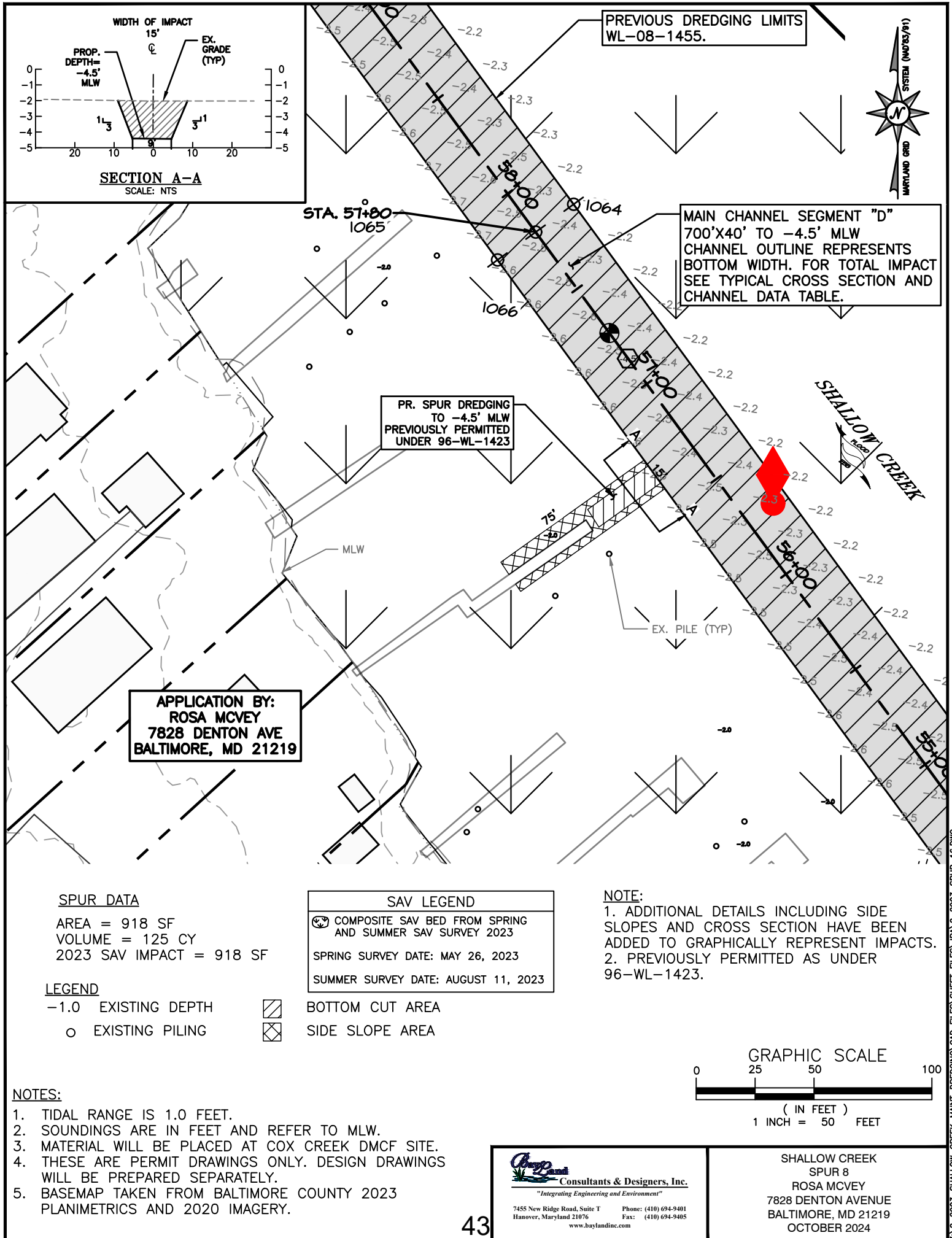
#### NOTES:

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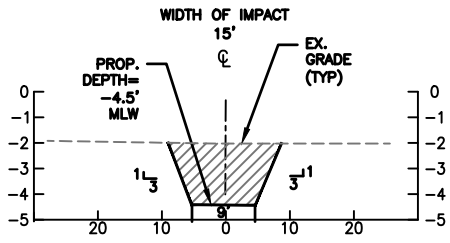


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www.baylandinc.com

SHALLOW CREEK  
SPUR 7  
JOSEPH & KAREN FRANK  
7834 DENTON AVENUE  
BALTIMORE, MD 21219  
OCTOBER 2024



SECTION A-A  
SCALE: NTS



PREVIOUS DREDGING LIMITS  
WL-08-1455.

MAIN CHANNEL SEGMENT "D"  
700'X40' TO -4.5' MLW  
CHANNEL OUTLINE REPRESENTS  
BOTTOM WIDTH. FOR TOTAL IMPACT  
SEE TYPICAL CROSS SECTION AND  
CHANNEL DATA TABLE.

PR. SPUR DREDGING  
TO -4.5' MLW  
PREVIOUSLY PERMITTED  
UNDER 96-WL-1423

APPLICATION BY:  
ROSA MCVEY  
7828 DENTON AVE  
BALTIMORE, MD 21219

SPUR DATA

AREA = 918 SF  
VOLUME = 125 CY  
2023 SAV IMPACT = 918 SF

LEGEND

- 1.0 EXISTING DEPTH
- EXISTING PILING

SAV LEGEND	
	COMPOSITE SAV BED FROM SPRING AND SUMMER SAV SURVEY 2023
SPRING SURVEY DATE: MAY 26, 2023	
SUMMER SURVEY DATE: AUGUST 11, 2023	

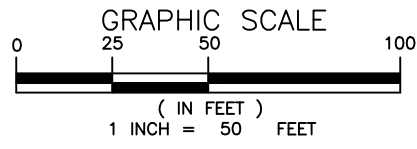
- BOTTOM CUT AREA
- SIDE SLOPE AREA

NOTE:

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SHALLOW CREEK  
SPUR 8  
ROSA MCVEY  
7828 DENTON AVENUE  
BALTIMORE, MD 21219  
OCTOBER 2024

**MARYLAND DEPARTMENT OF  
TRANSPORTATION**

**MARYLAND PORT ADMINISTRATION**



**DREDGED MATERIAL PLACEMENT  
RIGHT OF ENTRY APPLICATION**

**Maryland Department of Transportation  
Maryland Port Administration, Office of Harbor Development  
The World Trade Center Baltimore  
401 East Pratt Street – Suite 1900  
Phone: (410) 385-4419**



## OVERVIEW

# MARYLAND DEPARTMENT OF TRANSPORTATION MARYLAND PORT ADMINISTRATION DREDGED MATERIAL PLACEMENT AT MDOT MPA FACILITIES RIGHT OF ENTRY APPLICATION

### 1. **GENERAL APPLICABILITY**

All persons, associations, corporations, municipalities, government bodies, government agencies, entities, or agents thereof, desiring to place dredged material onto Maryland Department of Transportation Maryland Port Administration (MDOT MPA) property, or into an MDOT MPA site are required to obtain a Right of Entry from MDOT MPA which authorizes such action. Applications for a placement Right of Entry will be made in writing to:

Maryland Department of Transportation  
Maryland Port Administration  
Office of Harbor Development  
The World Trade Center Baltimore  
401 East Pratt Street-Suite 1900  
Baltimore, Maryland 21202

Entities requesting to use a site are required to provide any documentation specified by MDOT MPA. This documentation will include, but is not limited to, the items identified in Table 1 (Page 2).

Applicant is advised that placement fees will be levied on each cubic yard (cy) of dredged material placed, and that an initial payment of 60% of the Initial Volume Calculation will be required prior to material being placed. Calculation of the quantity of dredged material placed will be conducted using methods and surveys as identified in Attachments E and F (Pages 13 and 14). The fee will be subject to change without notice as economic conditions warrant. Responsibility for payment of the fees is that of the Applicant, and this responsibility may not be passed on to an agent of the Applicant.

### 2. **APPLICATION FOR RIGHT OF ENTRY**

Applications shall be prepared in accordance with the criteria set forth below. Rights of Entry will be granted solely at the discretion of the MDOT MPA. Applications for Rights of Entry shall be accompanied by sufficient information to enable the MDOT MPA to review the proposed dredging and placement project.

The Notice to Applicants (Page 1) outlines the Application steps, provides an approximate timeline, and provides a checklist for the Applicant. Information requirements may vary from project to project. Therefore, should information additional to that in the checklist be required, the Applicant, upon request of MDOT MPA, shall supply such information in a form acceptable to MDOT MPA. Each project will be reviewed in order to determine if the project is consistent with the intended purpose of the placement area,

whether or not its implementation would be a public health and/or safety issue, whether or not it would interfere with site operations, and whether or not it would interfere with maintenance of the federally authorized navigation channels.

The placement site itself operates under stringent effluent water quality standards. Therefore, the incoming material may require implementation of treatment processes which will result in an effluent of the required quality. Operations such as material placement within the site and the degree of treatment may be determined by the nature of the material to be placed.

### **3. INFORMATION REQUIRED**

The following information must be submitted to the MDOT MPA along with the application for a Right of Entry to use an MDOT MPA dredged material placement site.

A Sampling and Analysis Plan (SAP) to be reviewed and approved by the MDOT MPA prior to collection and testing of the proposed dredged material. The SAP will provide: a description of the project; the quantity of material for dredging and placement; the locations including coordinates and depths of samples to be collected; the composite samples to be tested; and the name and certifications of the analytical laboratory proposed to conduct the testing, the testing methods, and the laboratory methods detection limits (MDLs) and reporting limits (RLs).

Included in the SAP must be surveys and records of soil/sediment borings and gradation analyses in sufficient detail to estimate quantities of each size and type of material to be delivered to the site. Included shall be a boring location plan including boring coordinates and boring log descriptions.

The following information must be submitted to the MDOT MPA once the applicant's SAP has been reviewed and approved by MDOT MPA.

Detailed results of chemical analyses with the concentrations of specified constituents in the dredged material.

- 1) Tests shall be performed in accordance with Environmental Protection Agency (EPA) 1995 document titled [\*QA/QC Guidance for Sampling and Analysis of Sediments, Water & Tissues for Dredged Material Evaluations\*](#) and any subsequent updates to this document or equivalent requirements established by the Maryland Department of the Environment (MDE).
- 2) Because sediments placed at certain MDOT MPA facilities may be reclaimed for future innovative reuse, tests shall also be performed in accordance with [\*MDE's Innovative Reuse and Beneficial Use of Dredged Material Guidance Document\*](#).
- 3) Other information may be requested by the MDOT MPA.

### **4. SUSPENSION OR REVOCATION OF RIGHTS OF ENTRY**

Rights of Entry may be suspended or revoked by the MDOT MPA whenever, in its judgment, conditions occur which may constitute a hazard to public health; a hazard to the environment; interfere with normal operations of the placement area and/or dike construction, repairs, and rehabilitation; interfere with maintenance of the federally authorized navigation channels; information submitted by the applicant is incorrect; or when failure to comply with any of the provisions of the Right of Entry occurs. A written notice of suspension or revocation will be issued by the MDOT MPA to the Right of Entry holder.

MARYLAND DEPARTMENT OF TRANSPORTATION  
MARYLAND PORT ADMINISTRATION

DREDGED MATERIAL PLACEMENT  
RIGHT OF ENTRY APPLICATION

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# **1. NOTICE TO APPLICANTS**

## **MARYLAND DEPARTMENT OF TRANSPORTATION**

## **MARYLAND PORT ADMINISTRATION**

### **DREDGED MATERIAL PLACEMENT RIGHT OF ENTRY APPLICATION**

#### **1. PLACEMENT RIGHTS OF ENTRY**

- 1.1 MDOT MPA requires Rights of Entry for placement of dredged material at MDOT MPA sites to:
  - a. Allow efficient management of capacity at the several sites owned by the MDOT MPA (sites listed in Attachment A).
  - b. Estimate material quantities for collection of placement fees.
  - c. Ensure no hazardous waste is placed in any MDOT MPA facilities.
- 1.2 MDOT MPA will not accept volumes of dredged material that vary significantly from the Initial Volume Calculation as defined in Attachment E.
- 1.3 The MDOT MPA *Right of Entry* is required in addition to permits applied for by submitting the ["Joint Federal/State Application for the Alteration of Any Tidal Wetland in Maryland" \(Joint Application\)](#).

#### **2. SUBMITTAL AND APPROVAL CHECKLIST AND TIMELINE**

- 2.1 At this time, MDOT MPA is only accepting dredged material from maintenance projects. It is the responsibility of the applicant for a Right of Entry to demonstrate that their dredging is in fact maintenance and not new work dredging. Maintenance dredging may be demonstrated through previous MDE or U.S. Army Corps of Engineers permits or Maryland Board of Public Works (MD BPW) Tidal Wetlands Licenses or historical National Oceanic Atmosphere Administration (NOAA) charts, provided the charts are adequately detailed, or previous After Dredging (AD) surveys signed by a surveyor licensed in Maryland. Other forms of proof may be submitted for consideration.
- 2.2 Table 1 lists the required submittals and approvals necessary for obtaining a Right of Entry to place material at MDOT MPA's site(s) and may be used as a checklist by the Applicant. The MDOT MPA reserves the right to request further information. The overall timeline for completion of the MDOT MPA approval process ranges (on average) from 3 months to 6 months and will be dependent on the Applicant's timeliness and completeness in submitting the required information to the MDOT MPA.

**TABLE 1 – REQUIRED SUBMITTAL AND APPROVAL CHECKLIST**

PHASE	STEP	ACTIVITY	PAGE	COMPLETE?
Initiation	1a	Applicant submits Placement Request Letter to MDOT MPA	4	
	1b	MPA reviews Letter and approves, enabling the process to move forward		
	2	Applicant submits Joint Permit Application to regulators, including MPA placement approval letter		
Sampling Plan and Analysis	3a	Applicant submits completed and signed Right of Entry (ROE) Application to MPA for review	5	
		Include form on page 5		
		Include SAP (see Attachment C); no sampling may occur until MPA approves	8	
		Include surveys and records of soil/sediment borings and gradation analyses, boring location plan with coordinates, and boring log descriptions		
	3b	MPA provides comment/approval		
	4a	Applicant executes sampling and analysis plan		
	4b	Applicant submits sampling results to MPA for review (minimum 30-day MPA review)		
	4c	MPA provides comment or approval in Material Suitability Letter		
Documentation	5a	Applicant obtains regulatory permits		
	5b	Applicant submits copies of regulatory permits to MPA (minimum 30-day MPA review)	7	
	6	Applicant submits Operations Plan & completed Attachment D to MPA (minimum 30-day MPA review)	12	
		Include before dredging survey and information used to calculate dredging volume (Attachment E) (maximum 90 days before dredging)	13	
		Include Acknowledgement of Understanding of Hydrographic Survey (Attachment F)	14	
	7	Applicant submits Acknowledgement of Understanding of Site Standards and Procedures (Attachment G)	15	
	8a	MPA sends ROE to applicant for signature		
	8b	Applicant returns signed ROE to MPA		
	8c	MPA Executes ROE		
	9a	MPA issues invoice to applicant for 60% of anticipated inflow volume		
	9b	Applicant pays invoice		
	10a	Applicant and MPA attend pre-placement meeting		
	10b	MPA issues Notice to Proceed to applicant		
Dredging and Post-dredging	11	Applicant dredges material and places at MPA site		
	12	Applicant submits results of after dredging survey to MPA for final volume and final tipping fee calculation (within 30 days of dredging completion)	13	
	13	Applicant pays remainder of tipping fee based on final volume determination		

NOTE Steps 6-10 may occur concurrently

### 3. CONTACT INFORMATION

3.1 The required information and documents are to be submitted via email to:

Maryland Department of Transportation  
Maryland Port Administration  
Office of Harbor Development  
The World Trade Center Baltimore  
401 East Pratt Street – Suite 1900  
Baltimore, MD 21202  
[dbibo@marylandports.com](mailto:dbibo@marylandports.com)

3.2 Additional information and assistance are available by contacting the Office of Harbor Development:

Phone: (410) 385-4419  
Or via Email: [dbibo@marylandports.com](mailto:dbibo@marylandports.com)

## 2. PLACEMENT REQUEST LETTER

A plan for placement must be identified in the [Joint Federal/State Application for the Alteration of Any Tidal Wetland in Maryland](#) for any project including dredging. MDOT MPA must receive and approve a letter requesting placement capacity prior to any MDOT MPA site being listed as the placement location for dredged material in the *Joint Application*. To satisfy this requirement, the Applicant must submit a letter to MDOT MPA requesting to place dredged material at an MDOT MPA site. The letter shall state the location of the dredging, the estimated in situ volume of material and the Applicant's preferred start and stop dates for the placement operation.

MDOT MPA will review the request letter and provide the Applicant with a response indicating that MDOT MPA will or will not accept a formal Right of Entry application. Through MDOT MPA's willingness to accept an application, the Applicant may assume that sufficient capacity exists at MDOT MPA sites, and the Applicant may list desired MDOT MPA sites in the *Joint Application*. MDOT MPA's willingness to accept a formal application does not guarantee that an Applicant may place dredged material at an MDOT MPA site. The Applicant must complete all submittals, application requirements, and requests from MDOT MPA for additional information. The overall timeline for completion of the MPA approval process ranges (on average) from 3 months to 6 months and will be dependent on the Applicant's timeliness and completeness in submitting the required information to the MDOT MPA.

### 3. DREDGED MATERIAL PLACEMENT RIGHT OF ENTRY APPLICATION MARYLAND PORT ADMINISTRATION

#### 1. APPLICANT

<b>NAME</b> Baltimore County Dpt. of Environmental Protection & Sustainability (DEPS)		<b>DATE</b> 5/21/2024
<b>STREET ADDRESS</b> 111 West Chesapeake Avenue, Room 305		
<b>CITY</b> Towson	<b>STATE</b> MD	<b>ZIP</b> 21204

#### 2. CONTACT PERSON

<b>NAME</b> David Riter		
<b>STREET ADDRESS</b> 111 West Chesapeake Avenue, Room 305		
<b>CITY</b> Towson	<b>STATE</b> MD	<b>ZIP</b> 21204
<b>TELEPHONE</b> 410-887-2904	<b>MOBILE PHONE</b>	<b>E-MAIL</b> driter@baltimorecountymd.gov

#### 3. APPLICANT'S AGENT/ENGINEER


<b>NAME &amp; ORGANIZATION</b> Christopher Rager/ BayLand Consultants & Designers		
<b>STREET ADDRESS</b> 7455 New Ridge Road, Suite T		
<b>CITY</b> Hanover	<b>STATE</b> MD	<b>ZIP</b> 21076
<b>TELEPHONE</b> 410-694-9401	<b>MOBILE PHONE</b> 240-705-0888	<b>E-MAIL</b> crager@baylandinc.com

#### 4. QUANTITY & SCHEDULE

<b>ESTIMATED QUANTITY OF MATERIAL (C.Y.)</b> 26,865	<b>PLANNED START DATE</b> 10/15/2025	<b>PLANNED COMPLETION DATE</b> 02/15/2026
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#### 5. RIGHT OF ENTRY CERTIFICATION

*The undersigned being a duly authorized agent for the Applicant certifies that the information contained in documents associated with this application are complete and correct.*

<p style="text-align: center;"></p> <p><b>SIGNATURE</b></p> <p>_____ Horacio Tablada</p> <p><b>PRINTED NAME</b></p> <p>_____</p>	<p style="text-align: right;">June 3, 2024</p> <p><b>DATE</b></p> <p>_____ Director, Baltimore County DEPS</p> <p><b>TITLE</b></p> <p>_____</p>
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#### RETURN APPLICATION TO:

Maryland Department of Transportation Maryland Port Administration – Office of Harbor Development  
The World Trade Center Baltimore  
401 East Pratt Street – Suite 1900  
Baltimore, Maryland 21202  
[dbibo@marylandports.com](mailto:dbibo@marylandports.com)



## ATTACHMENT A - MDOT MPA PLACEMENT SITES

MDOT MPA owned placement sites identified below are operated by the Maryland Environmental Service (MES), which is responsible for site operations and maintenance.

Placement Site	Location	Facility Status
Cox Creek	Anne Arundel County	Available
Masonville	Baltimore City	Available

Additional details regarding site characteristics are available from the Office of Harbor Development (410) 385-4419.

## ATTACHMENT B - LIST OF REQUIRED PERMITS

The Applicant is required to provide MDOT MPA with copies of all permits, licenses and certifications required for the dredging and placement project. Those to be provided may include, but are not limited to the following:

### **U.S. Army Corps of Engineers Section 404 Permit**

U.S. Army Corps of Engineers  
Baltimore District, Operations Division  
P. O. Box 1715  
Baltimore, MD 21203-1715  
(410) 962-4646

### **Coastal Zone Consistency Certification**

Maryland Department of Natural Resources  
Coastal Zone Management Program  
Coastal Resources Division  
Annapolis, MD 21401  
(410) 260-8732

### **Maryland Wetlands License**

Maryland Department of the Environment  
Water Management Administration  
Tidal Wetlands Division  
1800 Washington Boulevard  
Baltimore, MD 21230  
(410) 537-3837

### **Notification of Project to the U.S. Coast Guard**

U.S. Coast Guard  
Waterways Management Section Chief  
431 Crawford Street  
Portsmouth, VA 23704-5004  
(757) 398-6360

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**The *Right of Entry* must be signed and approved by the MDOT MPA (address below) and the Applicant prior to the Applicant placing material on MDOT MPA property.**

Maryland Department of Transportation  
Maryland Port Administration  
Office of Harbor Development  
The World Trade Center Baltimore  
401 East Pratt Street  
Baltimore, MD 21202  
(410) 385-4419

## ATTACHMENT C - ANALYSIS OF MATERIAL TO BE DREDGED

Physical and chemical characterization of the material to be dredged must be performed for the MDOT MPA to evaluate the impacts to the site(s) to be utilized. An electronic file and three (3) hard copies of the analytical results must be received by the MDOT MPA for review before the MDOT MPA will execute a *Right of Entry* allowing site use. A Sampling and Analysis Plan (SAP) including the Applicant's intended sampling locations/coordinates, depths, and methods (boring, core, grab, etc.) for sampling of material shall be provided to the MDOT MPA for review. The sampling depth shall be representative of the material proposed for dredging. The SAP shall also include the testing methods, the achievable detection limits (method detection limits (MDLs) and laboratory reporting limits (RLs)) for the proposed analytical testing laboratory. The analytical laboratory must be certified by the National Environmental Laboratory Accreditation Program (NELAP). The MDOT MPA's approval of the SAP must be obtained prior to execution of the sampling plan. Where existing information is available on *in-situ* sediment quality and is determined to be sufficient and acceptable by the MDOT MPA, this information may be used in lieu of new samples and borings. It should be noted that data will be considered acceptable for project review for a 3-year period from the date of collection. The validity and usability of data greater than 3 years old will be evaluated on a case-by-case basis by the MDOT MPA. It should also be noted that collection of grab samples or borings may require a permit from MDE. The Applicant shall consult with MDE regarding requirements and timeframe for attaining the necessary permits.

### Physical Characteristics

Samples are to be taken as specified in the approved SAP and the following physical tests (or MDOT MPA approved substitutes) will be used to determine the physical characteristics of the material to be dredged.

- |   |             |
|---|-------------|
| a. Particle size analysis of soil                                     | ASTM D 422  |
| b. Liquid limit of soils  | ASTM D 423  |
| c. Plastic limit and plasticity index of soils                        | ASTM D 424  |
| d. Specific gravity of soils  | ASTM D 854  |
| e. Water (moisture) content of soil, rock and soil aggregate mixtures | ASTM D 2216 |

### Chemical Characteristics

Chemical composition of bulk sediment analyses [(dry weight concentration, reported as mg/kg (metals) or ug/kg (organics))] are to be provided as concentrations based on composite samples of cores, or samples as specified in the approved SAP. Composite samples shall be prepared by mixing equal parts (by weight or volume) of samples collected from discrete locations. The number of discrete samples collected, and composites created will be specified and/or approved by the MDOT MPA during review of the SAP. A minimum of two composite samples must be submitted for physical and chemical testing; additional samples may be required at the discretion of the MDOT MPA. Each composite sample must consist of material from three discrete sampling locations. Sufficient sample volume shall be collected to perform all specified physical and chemical analyses on each composite sample. Analysis of the parameters (page 10) shall be conducted using standard EPA analysis methods and procedures.

In addition, the analysis shall meet the EPA 1995 [QA/QC Guidance of Sampling and Analysis of Sediments, Water and Tissues for Dredged Material Evaluations](#). *Phase I – Chemical Evaluations* (including any subsequent updates to this document), specifically for target detection limits (TDLs) and quality assurance (QA) and quality control (QC) requirements. QA/QC requirements include testing of one Matrix Spike (MS) and one Matrix Spike Duplicate (MSD) per 20 samples analyzed. **If laboratory results do not meet the referenced EPA guidance (analytical methods or target detection limits), the applicant may be required to conduct additional sampling/testing at their expense.** The data shall be reported to the laboratory reporting limit. Constituent concentrations detected between the method detection limit and the laboratory reporting limit shall be “J-qualified” as estimated. Sediments contain a high moisture content; therefore, the sample weight may require adjustment prior to analysis in order to achieve the target detection limits.

The laboratory report(s), in their entirety, including the results for the method blanks, laboratory control samples (if applicable), and MS/MSD analyses, shall be included in the Right of Entry application submission. In addition, the Applicant must provide the analytical data in a laboratory-generated electronic data deliverable (EDD). The EDD shall be provided in spreadsheet format. The minimum data fields to be included in the EDD (and their definitions) are provided at the following [link](#).

In addition to the laboratory data report, the Applicant shall provide the date and the actual sampling locations (coordinates) where the samples were collected.

## Outfalls

The Applicant must identify in the SAP the locations of outfalls which may serve as a source of chemical constituents to the material proposed for dredging. The Applicant must provide descriptions of any chemical constituents released from those outfalls.

## ANALYTICAL TESTING REQUIREMENTS AND METHODS

### PHYSICAL CHARACTERISTICS

- Particle size analysis of soil (ASTM D 422)
- Liquid limit of soils (ASTM D 423)
- Plastic limit and plasticity index of soils (ASTM D 424)
- Specific gravity of soils (ASTM D 854)
- Water (moisture) content of soil, rock, and soil aggregate mixtures (ASTM D 2216)

### METALS (SW846 6010A/6020A/7471B)

### NUTRIENTS AND GENERAL CHEMISTRY

- Total Kjeldahl Nitrogen (TKN) (EPA 351.2)
- Nitrate/Nitrite (EPA 353.2)
- Ammonia (EPA 350.1)
- pH (EPA 9045D)
- Total Phosphorus (EPA 365.4)
- Total Sulfide (SW846 9030B/9034)
- Cyanide (SW486 9012/9014)
- Total Organic Carbon (Lloyd Khan)

### ORGANIC CHEMICALS

- Oil and Grease (SW846 9071B)
- Total Petroleum Hydrocarbons (SW846 8015D) - gasoline range (C6-C10)
  - diesel range (C10-C34)
  - oil range (C22-C32)
- Priority Pollutant Volatiles (SW846 8260C)
- Priority Pollutant Semi-Volatiles and PAHs (SW846 8270D LL)
- Priority Pollutant Pesticides (SW846 8081B LL)
- PCB Congeners (SW846 8082A)

### OTHER

- Tributyltin (Unger or Krone method)
- Toxicity Characteristic Leaching Procedure (TCLP) (SW846) – full suite of metals and organics 40 C.F.R. § 261.24 2011

### Notes:

- 1) See provided links for holding times, analytical methods, preservation techniques, and required target detection limits (TDLS) ([link](#)), and QA/QC requirements ([link](#)).
- 2) A sample Chain of Custody is provided [here](#) that should be used when submitting samples to the chosen lab. It is recommended that the sampler contact the lab after sample delivery to ensure the proper analysis is being performed.

- 3) Alternative analytical methods may be proposed and/or substituted for methods listed above if they are EPA-approved and specified in the SAP.

## ATTACHMENT D - PROJECT DESCRIPTION

Complete the form below. The information requested in this attachment is intended to provide the MDOT MPA with an understanding of the dredging operation to be performed, the type of equipment to be used, and the rate at which the material will be placed at the MDOT MPA site. This information shall be furnished at the time of application, if known. If this information is not available at the time of application, it shall be furnished at the earliest possible date but a minimum of 2 weeks prior to the commencement of placement activity. A Pre-Construction Meeting with MDOT MPA and MES site operations staff is also required prior to commencement of placement activity. Additional meetings may be required at the MDOT MPA's discretion.

An **Operations Plan** must be submitted in addition to this attachment. The plan shall describe the proposed method of operations for materials handling, transport, and placement. The plan shall include the proposed commencement date, hours of operations, material unloading and handling equipment and sizes, production rates, storage requirements, equipment and vehicles to be used on site, the Recirculation Plan (see Attachment G) and other pertinent procedures relating to material placement. A sediment erosion control plan may be required.

1. Estimated total quantity of material to be dredged (in-situ) 26,865 \_\_\_\_\_ C.Y.
2. Scheduled period of dredging 10/15/2025 02/15/2026  
START DATE COMPLETION DATE
3. Placement rate of material at the site TBD
4. Type and size of dredge(s) ☐ Hydraulic  
☒ Clamshell  
☐ Other

5. Type of Barge(s):

BARGE TYPE	LENGTH	WIDTH	DRAFT (LOADED)	CAPACITY (C.Y.)
BARGE TYPE	LENGTH	WIDTH	DRAFT (LOADED)	CAPACITY (C.Y.)
BARGE TYPE	LENGTH	WIDTH	DRAFT (LOADED)	CAPACITY (C.Y.)

6. Unloading Equipment Type & Size: TBD

7. Description of the worksite:

The description is to include the location and extent of the dredging to be undertaken. Also, to be included is a location map and detailed site plan showing dredging locations and depths (*Joint Application* drawings may be acceptable).

## ATTACHMENT E - VOLUME CALCULATIONS

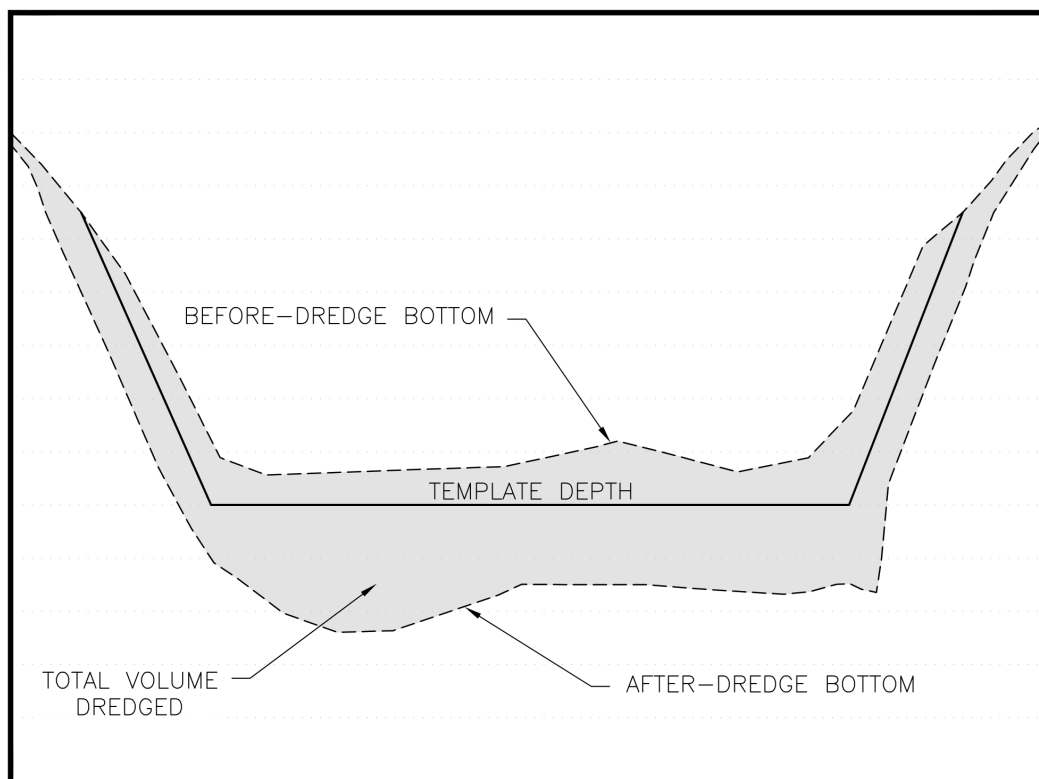
Volume calculations must be performed both prior to and following completion of the dredging activity.

### Initial Volume Calculation

This calculation must be performed to provide the anticipated volume of dredged material to be placed at the MDOT MPA site(s). The information utilized in producing the calculation and total volume estimate, including template and any overdepth dredging, must be provided to the MDOT MPA. The calculation must provide an estimate of the quantity of material to be placed at the MDOT MPA site(s) that is deemed reasonable by the MDOT MPA. For this reason, the volume calculation must be repeatable from the information provided to the MDOT MPA as part of this application.

### Payment Volume Calculations

The tipping fee will be applied to the final quantity of dredged material placed at the MDOT MPA site(s), calculated from Before Dredging (BD) and After Dredging (AD) surveys as described in Attachment F. The final quantity placed at the MDOT MPA DMCF is calculated from the total volume dredged and may differ from dredging template volume. The BD and AD surveys must be provided for the MDOT MPA to verify the quantity of material placed at the MDOT MPA placement site(s).





## ATTACHMENT F - ACKNOWLEDGEMENT OF UNDERSTANDING HYDROGRAPHIC SURVEYS

As identified in the Right of Entry Application (page 6 of 14), the MDOT MPA requires the Applicant to provide survey information adequate for determining the “cut volume” of material placed within an MDOT MPA site. The MDOT MPA defines adequate survey information as Before Dredging (BD) and After Dredging (AD) surveys conducted and presented in a form approved by the MDOT MPA. The MDOT MPA requirements for approved survey methods and presentation of survey data are as follows:

- 1) Hydrographic Survey Method Requirements:
  - a. Hydrographic surveys shall be conducted to meet or exceed requirements outlined in the [Corps of Engineers Hydrographic Survey Manual](#) (EM1110-2-1003, dated November 2013). Hydrographic surveys shall be conducted to meet standards outlined for navigation and dredging support surveys for soft or hard bottom material as applicable and outlined in the referenced manual.
  - b. Hydrographic surveys may be conducted to differing standards if deemed acceptable by MDOT MPA in writing prior to the survey being conducted.
  - c. The goal of the BD and AD surveys is to capture the volume of material removed through dredging. Unless approval for deviation from the following windows is given by MDOT MPA, BD survey events must be conducted no earlier than 3 months prior to the start of the dredging job, and AD survey events must be conducted no later than 1 month following completion of the placement activities.
- 2) Presentation of Hydrographic Survey Data
  - a. Survey information shall be submitted in electronic and hard-copy formats. The electronic files may be emailed to [dbibo@marylandports.com](mailto:dbibo@marylandports.com).
  - b. Required items:
    - i. Plan view drawings with soundings (bathymetry plot), channel lines, features, and other structures at 1 in = 50 ft scale [submitted in electronic (AutoCAD) and hard copy formats]
    - ii. Channel (or dredging area) cross-sections for every 100 ft showing BD and AD surfaces and the design dredging template [submitted in electronic (AutoCAD) and hard copy formats]
    - iii. Processed BD and AD survey data [electronic (ASCII XYZ) format]
  - c. The survey date, horizontal datum, and the vertical datum for the surveys must be provided with the survey data.

*The undersigned being a duly authorized agent for the Applicant certifies that the above requirements for surveys have been read and are understood.*



\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
Horacio Tablada  
PRINTED NAME

\_\_\_\_\_  
June 3, 2024


\_\_\_\_\_  
DATE

\_\_\_\_\_  
Director, DEPS  
TITLE

## ATTACHMENT G - ACKNOWLEDGEMENT OF UNDERSTANDING SITE STANDARDS AND PROCEDURES

*The undersigned being a duly authorized agent for the Grantee certifies that the Grantee understands and will fully comply with the Site Standards and Procedures for the MDOT MPA site(s) to be utilized. (See Appendix 1 – Masonville Standards and Procedures and Appendix 2 – Cox Creek Standards and Procedures)*

Note: The Grantee shall provide the dredging contractor with a copy of the Standards and Procedures for the applicable site(s). Grantee shall obtain written acknowledgement of receipt of the Standards and Procedures from the dredging contractor and provide a signed copy of the acknowledgement to MDOT MPA.

  
\_\_\_\_\_  
APPLICANT SIGNATURE

Horacio Tablada  
\_\_\_\_\_  
PRINTED NAME

June 3, 2024  
\_\_\_\_\_  
DATE

Director, DEPS  
\_\_\_\_\_  
TITLE

## **Pre-Inflow Checklist**

The pre-inflow checklist is not required to be completed and submitted to MDOT MPA. It is included for informational purposes only.

<b>No.</b>	<b>Item</b>	<b>Standards &amp; Procedures Section # Reference</b>	<b>Status</b>
1	MPA Right of Entry	2.0-A and 2.0-B	
2	USACE permit / MDE permit	2.0-B	
3	Placement Operations plan - Hours of operation / commencement & completion dates	2.0-D and 4.0-A	
3a	- Fuel Spill Plan	4.0-A-9	
3b	- Dust Control Plan	2.0-P and 4.0-A-10	
3c	- Truck Haul Route (if applicable)	4.0-A-11	
3d	- Traffic Management Plan (if applicable)	4.0-A-12	
3e	- Dredged Material Spillage Control Plan	4.0-A-13	
3f	- Final Grading Plan	4.0-A-14	
4	Contractor Safety Plan (injuries & fuel spills)	4.0-A-9	
5	Contractor Quality Control System	2.0-I	
6	Mooring Arrangements / Breasting Barge / No Transmitted Forces	4.0-A-6 / 7.0-E / 8.0-A-6	
7	Pre-work inspection by MES	2.0-E and 2.0-T	
8	UXO / DMM Plan	2.0-V	
9	Unloader Area Pre- and Post-Dredging Hydrographic surveys	4.0-C	
10	Recirculation Plan	4.0-B	
11	Authorization to Proceed	5.0	
12	Dredged Material Containment Facility Site Requirements		
12a	- Other contractors on site	6.0-C	
12b	- Inflow point	6.0-E	
12c	- Pipeline	4.0-A-8, 7.0-A	
12d	- Shoaling	4.0-C and 7.0-F	
12e	- Debris	2.0-R and 6.0-F	
12f	- Damages	2.0-F, 2.0-K, 2.0-U, and	
12g	- Spills	2.0-O, 4.0-A-3, 4.0-A-9, 4.0-A-13, and 8.0-C	
12h	- Marking of pipe and equipment	7.0-C	
13	Scow certifications	4.0-A-3	
14	Daily Inflow/Recirculation Report	4.0-D	

No.	Item	Standards & Procedures Reference Section #	Status
15	Dredged Material Containment Facility Daily Operations		
15a	- Areas of Operations	2.0-M	
15b	- Access, Storage, Work Areas	3.0	
15c	- Roadways / Crossings	2.0-O, 7.0-C, and 8.0-B	
15d	- Dikes	2.0-U and 8.0-B	
15e	- Storage area	2.0-M and 4.0-A-5	
15f	- Lighting	2.0-E	
16	Pre-Construction Meeting	6.0-D	
17	Develop list of contacts (on site, contracting, emergency, & safety)		
17a	- COE (if applicable)		
17b	- MES		
17c	- Contractor	4.4-A-7	
17d	- Subcontractors		
18	Establish routine progress meetings - weekly, bi-weekly, monthly	6.0-A	

## **ATTACHMENT G - APPENDIX 1**

### **MASONVILLE STANDARDS AND PROCEDURES**

#### ***STANDARDS AND PROCEDURES FOR PLACEMENT OF DREDGED MATERIAL***

MASONVILLE  
Dredged Material Containment Facility  
Standards and Procedures for Placement of Dredged Material

**1.0 STATEMENT OF PURPOSE**

The Maryland Department of Transportation Maryland Port Administration (MDOT MPA) is the owner of the Masonville Dredged Material Containment Facility (DMCF), with full authority to authorize or deny use of the DMCF and to determine priorities among placement operations competing for the use of the DMCF, and to issue Rights of Entry for such use. The MDOT MPA has contracted with the Maryland Environmental Service (The Service) for the operation and maintenance of this DMCF. The Standards and Procedures listed herein shall be applied to applications for permission to place dredged material at the DMCF. All provisions of these Standards and Procedures apply equally to all Grantees and the Grantees' contractors, as well as to successful bidders of MDOT MPA and U.S. Army Corps of Engineers dredging projects. The term "Applicant" as used below applies to all such parties.

**2.0 GENERAL PROVISIONS**

- A. Application: In accordance with COMAR 11.05.06, a person (the "Applicant") shall apply to the MDOT MPA for approval to place dredged material at the DMCF and shall use such application forms and procedures as provided by the MDOT MPA.
- B. Permits: The Applicant shall obtain all necessary federal, state and local permits and approvals, and shall submit copies of these permits and approvals to the MDOT MPA.
- C. Indemnification: The Grantee shall indemnify and hold the MDOT MPA and The Service harmless from and against any and all claims, actions, causes of action, demands, rights, damages, and costs whatsoever arising from any breach or default in the performance of any obligation on the Grantee's part, or arising from any act or omission of the Grantee or any of its agents, contractors or employees, and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense or resolution of any such claims, causes of action, demands, rights, damages, and costs whatsoever of any action or proceeding brought thereon.
- D. Placement Operations Plan: Prior to any operation at the DMCF, the Grantee shall submit to MDOT MPA and The Service a Placement Operations Plan for materials handling and placement as described in Attachment D of this document. Authorization to Proceed will not be granted until the Placement Operations Plan has been approved by MDOT MPA and/or The Service.
- E. Inspections: The work to be conducted by the Grantee at the DMCF shall be under the general direction of The Service and shall be subject to inspection by the Site Supervisor assigned by The Service, or their designated inspectors, or third-party inspectors retained by The Service or MDOT MPA to ensure strict compliance with the regulations and the operating criteria of the DMCF.

Material handling and unloading equipment, scows, pipelines, and all other pertinent features of the operation are subject to inspection by the Site Supervisor or the designated inspectors. Adequate lighting for thorough inspection of material unloading operations shall be provided by the Grantee for night operations.

F. Revocations: The MDOT MPA and/or The Service acting on behalf of MDOT MPA may immediately revoke its Right of Entry to place dredged material at the DMCF in the event the Grantee:

1. refuses or fails to comply with operating requirements of the DMCF or these Standards and Procedures;
2. refuses or fails to comply with the conditions of any approval given by MDOT MPA or The Service to place dredged material at the DMCF;
3. violates any law or permit related to its activities at the DMCF; or
4. causes damage to the DMCF.

In such cases, a written letter of revocation of the Right of Entry to place dredged material at the facility shall be provided by the MDOT MPA or The Service to the Grantee's on-site representative. All placement of dredged material must cease immediately, and action must be initiated immediately to vacate the facility and to remove all equipment, pipelines, etc. from the DMCF.

G. Suspension: The Site Supervisor assigned by The Service, or their designated inspector, may suspend placement activities at any time the Site Supervisor, in their sole discretion, believes any regulatory requirement affecting the DMCF may be violated by continued operations, or if the Grantee:

1. refuses or fails to comply with operating requirements of the DMCF or these Standards and Procedures;
2. refuses or fails to comply with the conditions of any approval given by MDOT MPA or The Service to place dredged material at the DMCF;
3. violates any law or permit related to its activities at the DMCF;
4. does not immediately correct a safety hazard which, in the sole and complete discretion of The Service, may endanger persons or property, or cause damage to the DMCF or its surrounding waters; or
5. causes damage to the DMCF.

H. Order to Suspend Operations: The Service shall deliver a written order to suspend operations to the Grantee's on-site representative. Such suspension shall remain in effect until such time as the Grantee, at the sole discretion of The Service, has made satisfactory progress toward correcting the hazard or violation, which was cited in the Order to Suspend Operations or until The Service is satisfied, in its sole discretion that the DMCF is able to be operated within regulatory requirements. Refusal or failure by the Grantee to respond to the Order by immediately suspending operations may result in revocation by the MDOT MPA or The Service of the Grantee's Right of Entry to place dredged material at the DMCF.

I. Quality Control System: The Grantee shall maintain an adequate quality control system and employ such measures as will assure that the work performed is in full accordance

with the operating requirements of the DMCF, and within the permits and approvals issued for the work.

- J. Vegetation: The Grantee shall preserve and protect all existing vegetation at the DMCF, such as trees, grass and the like, which is not to be removed and which does not unreasonably interfere with the work. Care will be taken to avoid damage to vegetation which remains in place.
- K. Existing Structures and Utilities: The Grantee shall protect from damage all existing improvements and utilities at or near the DMCF and will immediately report any damage to the Service. The Grantee will repair or restore any damage to such improvements or utilities. If the Grantee fails or refuses to repair any such damage promptly, The Service may have the necessary work performed and the Grantee shall immediately reimburse The Service for the full costs incurred by The Service.
- L. Existing Erosion and Sediment Control (ESC) features: All existing site ESC features including drainage swales, inlet/outlet structures, silt fence, and super silt fence must remain in full permit compliance at all times. Any impacts, modifications or breaches to ESC features must be pre-approved by the Service and comply with MDE standards and details. Any impacts or modifications to ESC features must be restored to original condition at the completion of work. The Grantee is advised that any proposed ESC modifications may require navigating a permit approval or permit modifications process; the duration and ultimate outcome of this process is outside the control of the Owner.
- M. Areas of Operations: All operations of the Grantee (including storage of materials) at the DMCF shall be confined to areas identified in their Placement Operations Plan and authorized or approved by The Service. **Masonville Exhibit A** provides a map of Masonville DMCF showing the location of the area where unloading generally takes place.
- N. Temporary Buildings: Storage sheds, shops, offices, and other temporary buildings may be erected by the Grantee only with the approval of The Service, and shall be built with labor and materials furnished solely by the Grantee without expense to The Service or the MDOT MPA. Such temporary buildings and utilities shall remain the property of the Grantee, or the Grantee's agents or representatives, and shall be removed at their expense upon the completion of the work unless, with the written consent of the MDOT MPA, such buildings and utilities are abandoned to become the property of the MDOT MPA.
- O. Roadways: The Grantee shall use only established roadways or shall construct and use such temporary roadways as may be authorized by The Service. Where materials are transported in the prosecution of the work, vehicles shall be specified to transport high water content material and must not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by The Service. Vehicles hauling dredged material shall have sealed or covered beds that prevent spillage of dredged material during hauling to the designated placement area. Any spilled material must be cleaned up immediately. Failure to observe this requirement will result in suspension of operations. The Grantee shall obey all posted speed limits and adhere to the specified access and egress to the DMCF. All traffic must further reduce speeds in the vicinity of any Service or contractor's activity in the area.



- P. Dust Control: The Grantee shall submit a Dust Control Plan for approval by The Service as a part of the Placement Operations Plan prior to mobilization to the DMCF.
- Q. Decontamination of Inflow and Dredging Equipment: In the event of a Harmful Algal Bloom in the DMCF, the Grantee shall follow the standards and procedures set forth in ***Exhibit B*** for decontaminating inflow and dredge equipment.

- R. Site Appearance: The Grantee shall at all times keep the work area, including storage areas used by the Grantee, free from accumulations of waste material or rubbish and shall, prior to completion of the work, remove from the DMCF any rubbish, all tools, scaffolding, equipment, materials and other property of the Grantee. During and upon completion of the placement of dredged material, the Grantee shall leave the DMCF in a clean, neat and workmanlike condition satisfactory to The Service. All Grantee equipment and materials must be completely removed within fifteen (15) calendar days upon completion of contractor's activity within the DMCF.
- S. Safety: In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, material, supplies, and equipment; and for the avoidance of work interruptions in the performance of this contract, the Grantee shall comply with pertinent provisions of Corps of Engineers Manual EM 385-1-1, dated November 2014 (or latest approved version), and shall also take or cause to be taken such additional measures as The Service may determine to be reasonably necessary for this purpose. The Grantee must also comply with all other Federal, State and Local regulations.
- T. Joint Inspection: A joint inspection shall be undertaken by The Service and the Grantee prior to the Grantee mobilizing to the DMCF. Any damaged structures or deficiencies shall be noted. At the termination of the Grantee's operation, a joint inspection shall be undertaken with The Service to ascertain damage. Any damage attributed to the Grantee's operation shall be immediately repaired by the Grantee. If repairs are not performed in a timely manner, as determined by The Service, The Service shall cause the repairs to be made and the Grantee shall immediately reimburse The Service for the full costs uncured by The Service.
- U. Dikes: All dikes will be inspected daily by The Service for any signs of erosion on the slopes. The Grantee shall locate and position their pipelines in such a way as to ensure that no backwash areas cause any erosion of the dikes. If erosion is caused by the Grantee, then the Grantee, at its sole cost, shall immediately repair the damaged area. The Service, in its sole discretion, may direct the Grantee to cease placement activities pending the completion of repairs to the dikes. The Grantee shall provide suitable and sufficient equipment to protect the dikes and work areas. If repairs are not performed in a timely manner, or are not properly performed to The Service's satisfaction, The Service shall cause the repairs to be made and the Grantee shall immediately reimburse The Service for the full costs incurred by The Service.
- V. Management of Unexploded Ordnance (UXO) and Discarded Military Munitions (DMM): If the Grantee or their contractor discovers the existence of any UXO or DMM in the course of operations, all activities in the area must be temporarily suspended, The Service Site Supervisor must be contacted immediately and the UXO/DMM will be handled in accordance with the DMCF's Standard Operating Procedure for such materials. The Grantee shall include a UXO/DMM plan as part of their Placement Operations Plan.

**3.0 ACCESS, STORAGE, WORK AREAS**

- A. The Grantee shall confine their operations at the DMCF to those areas specified by the MDOT MPA or The Service. The Grantee may place only equipment necessary for the

work at the DMCF. They shall not store pipe or equipment on the crown or slopes of the dikes, unless authorized by The Service in writing.

- B. If approved by The Service, the Grantee may utilize areas built up with suitable fill as storage, provided such storage does not interfere with traffic or other operations.
- C. Storage space and work areas will be in use by other contractors. The Grantee shall include their plans for storage space in the Placement Operations Plan and shall confine their storage and work areas to space approved by The Service.
- D. The Grantee shall be responsible for ensuring that mud, dust or other contaminants do not leave the boundaries of the Masonville DMCF on trucks or other equipment. The Grantee will be responsible for costs associated with cleaning roadways, railways, etc. contaminated by construction activities.

#### **4.0 REQUIRED SUBMITTALS/REPORTING**

##### **A. Placement Operations Plan**

Thirty (30) calendar days prior to mobilization to the Masonville DMCF, the Grantee shall submit a detailed Placement Operations Plan for the placement of dredged material into the Masonville DMCF for approval by the MDOT MPA and/or The Service. Authorization to Proceed will not be granted until the Placement Operations Plan has been approved by MDOT MPA and/or The Service. The Placement Operations Plan shall outline all pertinent procedures relating to material unloading, transportation and placement including, at a minimum, the following details:

1. Proposed Commencement and Completion Dates
2. Proposed Hours of Operation: All operations conducted within the boundaries of the Facility or the designated unloading areas shall be coordinated with The Service. The Grantee shall keep the Site Supervisor fully apprised of the Grantee's activities and work schedule. When the Grantee elects to work on weekends, holidays, or nights, the Grantee shall give notice to the Site Supervisor at least four (4) business days in advance thereof.
3. Detailed Description of Material Unloading and Handling Equipment, including all equipment and vehicles to be used on site: The Grantee shall provide certification to The Service that all barges and scows have been properly inspected and meet all regulatory requirements for the transport of dredged material. The Service may inspect, and must approve, the Grantee's scows and barges prior to their use. Only approved scows and barges will be permitted to haul dredged material to the Facility. Overflow of the material from the scows is prohibited, as is any leakage or spillage of material in the unloading area. One foot (1') of freeboard on any scows and barges is required.
4. Production Rates: The Grantee shall provide The Service with the proposed daily production rates for the duration of the work.
5. Storage Requirements: The Grantee shall provide The Service with the proposed storage requirements for the duration of the work.
6. Proposed Berthing and Mooring Arrangements and Locations: The Grantee shall specify a location within the unloading area for their unloading plant for approval.
7. Key Personnel Names and Contact Information: The Grantee shall provide an on-site representative, designated in writing, who shall be available at all times the

Grantee is actively working at the Facility or has equipment at the Facility, including the Unloading areas.

8. Pipeline Routing, including inflow point(s) assigned to project: The Grantee, at its sole expense, shall advance or relocate the inflow point(s) as directed by The Service to prevent the settled material from accumulating to an excessive elevation exceeding permit or other requirements.
9. Fuel Spill Plan: The Grantee shall maintain a Fuel Spill Prevention and Containment Plan. The Contractor shall provide documentation of its Fuel Spill Plan as discussed below. Plan must be acceptable to The Service.
  - a) Spill Responsibility: Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations, at no additional cost to The Service.
  - b) Contractor Reporting Requirements: If a spill occurs on or off the site, the Grantee shall immediately notify The Service, the Maryland Department of the Environment (MDE), and the National Response Center (NRC). Additionally, if a spill occurs onsite at the Facility, the Contractor shall immediately notify Maryland Transport Authority (MDTA) Police at 410.633.1092. The Grantee shall also comply with Code of Maryland Regulations (COMAR) 26.10.08.04. A written follow-up shall be submitted to The Service no later than seven (7) calendar days after the initial report. The written report shall be in narrative form and at a minimum include the following:
    - 1) Description of the material spilled
    - 2) Whether the amount spilled is United States Environmental Protection Service (USEPA)/state reportable and when and to whom it was reported
    - 3) Exact time and location of spill, including description of the area involved.
    - 4) Receiving stream or waters.
    - 5) Cause of incident and equipment and personnel involved.
    - 6) Injuries and property damage
    - 7) Duration of discharge
    - 8) Containment procedures initiated
    - 9) Summary of any communications Grantee has with agencies or Government officials other than The Service
    - 10) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue
10. Dust Control Plan: The Grantee will be responsible for providing immediate dust control measures as required to ensure that no dust leaves the boundaries of the Masonville DMCF. Any dust escaping those boundaries may be cause for immediate termination of activities at the Grantee's expense and risk. The Service will be the final authority on dust control requirements and has clear authority from MDOT MPA to shut the contractor down or direct that specific dust control measures be implemented immediately. Mist and spray from the discharge pipeline must be confined to the limits of the DMCF.
11. Truck Haul Routes: If applicable, due to the mechanical unloading of dredged material. Include measures for ensuring that mud and other contaminants do not leave the boundaries of the DMCF on trucks or other equipment.
12. Traffic Management Plan: If applicable, due to the mechanical unloading of dredged material or concurrent use of the site by multiple contractors.

13. Dredged Material Spillage Control Plan: The Grantee shall provide a plan that details steps to prevent spills of dredged material, as well as methods to be used for the containment and clean-up of dredged material that is spilled during unloading activities.
14. Final Grading Plan: The Grantee shall return the site to the conditions that were existing prior to unloading activities. This includes the removal of temporary roadways and pipeline crossing ramps.

## **B. Recirculation Plan**

Thirty (30) days prior to mobilization to the Masonville DMCF, the Grantee shall submit a detailed Recirculation Plan which includes a design and plan of operations for recirculation of the slurry make-up water from within the Masonville DMCF for approval by the MDOT MPA and/or The Service. Mobilization to the Masonville DMCF shall not begin until the Recirculation plan is approved. Approval of the Recirculation Plan by the MDOT MPA and/or The Service does not excuse the Grantee from fully complying with all recirculation requirements. The recirculation system shall be in place and operational prior to the placement of dredged material and in addition to ensuring that no recirculation water is spilled outside of the Masonville DMCF, shall include the following details:

1. Flow Rate: Gallons per minute required to support the unloader make-up water system.
2. Piping Schematic and Plans: Including all piping, valves, connections, intakes and intake structures proposed to be utilized by the Grantee
3. Requested Modifications to the Masonville DMCF: To be performed by the Grantee pending MDOT MPA/Service approval.
4. Pump Details: Including size, horsepower, location, etc.
5. Operational Requirements or Special Needs: For example, head required over the recirculation pipe intake, etc.
6. Photos and Video Records: Required for documentation of the initial conditions, modifications and post-use condition of any modifications to the Masonville DMCF.

## **C. Unloader Area Pre/Post Hydrographic Surveys**

After approval of the Placement Operations Plan and prior to a Grantee uses the unloading site(s), a hydrographic survey shall be taken at the Grantee's sole expense to determine existing conditions. Immediately following completion of all unloading activities another hydrographic survey shall be taken at the Grantee's sole expense to determine if any material spillage occurred during the unloading period. These surveys shall extend a minimum of 100 Feet from all Material Unloading and Handling Equipment. A minimum of electronic single beam cross sections on 25-foot station intervals shall be used. All surveys will utilize recognized engineering survey practices to establish elevations, lines, and levels. The Grantee shall use a surveyor licensed in the State of Maryland.

#### **D. Daily Inflow/Recirculation Reports**

For every workday during unloading events, the Grantee shall submit a Daily report to The Service. A workday for reporting purposes shall be from midnight to midnight for a given calendar day. The submittal shall be by email or other electronic method as designated by The Service. The report must be completely filled out with all required information and submitted to The Service by 11:00 a.m. local time each day for the previous day's work. The Daily Inflow/Recirculation Reports shall include the following information:

1. Estimated quantity of dredged material in each scow.
2. Whether harbor water or recirculation is being used for slurry make-up water.
  - a) Record of request and permission to use harbor water for slurry make-up water.
3. Inflow and recirculation pipe flow rates for each unloading cycle.
4. Start and Stop times for pump out of each scow.
5. Estimated payload for each scow unloaded.
6. Cumulative inflow for the project.
7. Description of material unloaded from each scow.
8. Inflow location.
9. Description of any situation where dredged material or recirculated water is leaked or spilled into the Patapsco River or around DMCF.
10. Any additional information requested by The Service following review of the Grantee's Placement Operations Plan.

#### **5.0 AUTHORIZATION TO PROCEED**

- A. The Grantee may not place dredged material at the DMCF prior to receipt of a fully executed Right of Entry from the MDOT MPA.
- B. The Authorization to Proceed shall be contingent upon the agreement of the Grantee to comply with these Standards and Procedures, the approval of all required submittals by The Service and/or the MDOT MPA, and any other conditions required by the MDOT MPA or The Service for the particular placement operations of the Grantee.

#### **6.0 GENERAL UNLOADING OPERATIONS**

- A. General: The Grantee shall supply all equipment and labor for the placement of the dredged material. Direct pumping by hydraulic dredge or hopper dredge into the dike placement area will only be permitted if specifically provided for in the approval issued by the MDOT MPA.
- B. Barge Unloading: MDOT MPA anticipates that the barges will be unloaded hydraulically; however, mechanical unloading may be considered for approval in accordance with the restrictions listed herein.
- C. Interference with other Contractors: The Grantee is advised that multiple contracts may be in effect and that the use of unloading areas and storage areas will be as assigned in



the MDOT MPA approval, or scheduled by The Service, when not specified in the MDOT MPA approval. The Grantee shall coordinate their activities with The Service and other contractors to avoid interference with each other's operations.

- D. Coordination with The Service: All operations conducted within the boundaries of the DMCF or the designated unloading areas shall be coordinated with The Service. The Grantee shall attend pre-construction and progress meetings with the Site Supervisor appointed by The Service and at intervals designated by the Site Supervisor. The Grantee shall keep the Site Supervisor fully apprised of the Grantee's activities. When the Grantee elects to work on weekends, holidays, or nights, the Grantee shall give notice to the Site Supervisor at least four (4) days in advance thereof.
- E. Inflow Point: The designated point of material inflow shall be established by the MDOT MPA for all placement operations. The inflow point(s) may require relocation due to the effects on effluent quality or other special circumstances as solely determined by The Service. Relocation of inflow point(s) shall be achieved within 24 hours notification by The Service. Any material that is placed in areas other than those designated or approved by The Service shall be immediately removed by the Grantee at their expense.
- F. Debris: The Grantee shall not place any debris or non-pumpable materials in the DMCF. Any such material deposited in the DMCF by the Grantee shall be immediately removed by the Grantee at their expense.

## **7.0 HYDRAULIC BARGE UNLOADING**

- A. Pipelines: Pipelines from the unloading plant that must cross into the placement area at the unloading area may not unduly restrict access by others to the unloading area. Only sound, leak-free piping shall be used; pipes worn thin or otherwise subject to leaks or failure shall not be allowed,
  - 1. The Grantee may lay pipelines only within the areas directed by the MDOT MPA or The Service. The Grantee shall restore areas used in laying and maintaining pipeline to the same or as good condition as existed prior to commencement of work.
  - 2. The Pipeline will be placed so that there is no interference with traffic or access on the existing roadway, roadway markers, liner, wells, pumps, equipment, benchmarks, piezometers or other instrumentation. The portion of the pipeline paralleling the roadway shall be within three feet (3') of the edge of the road surface.
  - 3. The Grantee shall at all times use all means necessary to protect the containment cell liner. Should the liner be damaged by the Grantee, the Grantee shall immediately notify The Service and at their sole expense have the liner repaired using a qualified contractor approved by the MDOT MPA and The Service. All repairs must be completed to the satisfaction of MDOT MPA and The Service.
- B. Leaks: In the event that a leak occurs anywhere in the pipelines, the Grantee shall immediately discontinue using the pipelines until the leaking section or sections of the pipe are removed and replaced with sound, leak-free piping and the leaks stopped. The Grantee shall recover, at no cost to The Service, any material improperly placed because of leaks in the pipe as well as repair any damage to roads, dikes or other DMCF property.

- C. Road Crossings: Pipeline road crossings may be accomplished by construction of suitable ramps. A minimum of twenty-four inches (24") shall be maintained between any electric service line and any piping installation. Prior to commencing work, the Contractor must contact The Service representative on the site at least forty-eight (48) hours in advance to coordinate the interruption of traffic and to ascertain the location of any utilities or obstructions. The Grantee shall be required to make any necessary repairs immediately. Ramps shall be constructed using GAB, CR-6 or approved alternate materials, maintained and properly marked by the Grantee for safe day and night passage of normal traffic including vehicle, heavy equipment and loaded dump trucks in the area until completion of the work and subsequent removal of the ramps. All labor and materials (stone, etc.) needed to construct pipe crossing ramps will be supplied by the Grantee. The ramps shall be constructed with a minimum width of road surface conforming to the width of the existing roadway. A minimum twenty foot (20') wide flat berm will be centered on the pipeline crossing. The slope approaches to the ramp berm will be no steeper than one vertical on twenty horizontal (1:20). When dredge pipeline crossings are removed after the completion of work, the crossing areas will be restored to the condition existing prior to pipe installation and ramp construction.
- D. Recirculation: The Grantee shall provide the equipment, materials, and labor necessary to re-circulate slurry make-up water from within the Masonville DMCF for use in the dredged material unloading operations in lieu of obtaining such water from the Patapsco River. The MDOT MPA reserves the right to waive this requirement pending evaluation of Masonville DMCF site conditions and the Placement Operations Plan. The Service will control the water surface elevation with the Masonville DMCF and the discharge of water to the Patapsco River. The Grantee will be required to recirculate slurry make-up water from the Masonville DMCF as directed by The Service and when the site water surface elevation and pond water volumes are sufficient to allow recirculation in accordance with the approved design and Recirculation Plan. The Grantee is required to request and obtain permission from The Service to utilize slurry make-up water from the Patapsco River prior to start-up of operations and following the use of recirculation. The Grantee's operations for recirculation must not impede The Service's ability to operate the Masonville DMCF, in particular, operations required for discharge of water. MDOT MPA/The Service's approval of the Recirculation Plan does not excuse the Grantee from fully complying with the recirculation requirements. The Grantee will be responsible for damages to the site during installation, removal, and operation of the recirculation systems. The Grantee shall not dig or excavate into the dike without written approval from The Service.
- E. Unloading Area and Barge Moorings: The Grantee arrangement and location of the Hydraulic Unloader, material scows, pipelines and attendant plant will be subject to approval of The Service. Mooring and spudding areas will be restricted to avoid areas surrounding spillway diffusers, the 48" water main, and navigational channels. No mooring or spudding is permissible west of Station 22+82.84 along the DMCF.

Please refer to **Exhibit A** for recommended unloader mooring areas. Other areas may be considered for approval provided they follow the restrictions listed herein. All moored or anchored equipment must maintain a 100 Foot buffer from the Ferry Bar Channel, and a 150 Foot buffer from the 48" water main and all DMCF spillways. It is the Grantee's responsibility to notify Miss Utility to verify the precise location of all utility,

Attachment G, Appendix 1 (Masonville) – Page G1-12



cable and transportation crossings. Refer to **Exhibit A** as well for data on abandoned BGE cables partially removed in 2007. The unloading areas will not be available for the exclusive use of the Grantee and any mooring plans will be coordinated and approved by The Service.

- F. Shoaling: If any material is found in the Unloader Area and/or Barge Moorings, it will be immediately dredged by the Grantee and placed in the DMCF and the river bottom will be returned to its pre-unloading condition before the Grantee leaves the site.

## **8.0 MECHANICAL BARGE UNLOADING**

- A. General: A pier is not available for the Grantee's use for mechanical unloading of barges. The Grantee may establish a mechanical unloading operation provided the plan of operations is acceptable to The Service and MDOT MPA, and assures that:

1. The material is placed at the designated point of discharge;
2. All access and egress are maintained in satisfactory condition;
3. Adequate dust control measures are in place as outlined above;
4. Spillage of material is prevented both in the unloading area and on the roadway;
5. Interference with traffic and other placement area operations is kept to a minimum;
6. No equipment is moored so as to directly or indirectly transmit forces to any MDOT MPA-owned structure.

- B. Perimeter Dike Roadways: The Grantee is advised that their roadway haul route may require extensive maintenance or reconstruction if subjected to heavy traffic loads. The roadway is to be maintained in satisfactory condition at all times by the Grantee and the Grantee shall promptly repair any damage caused by their operation. The Service may redirect the Grantee's truck/vehicle traffic due to poor or unsafe road conditions as determined solely by The Service. The Grantee will submit their proposed truck haul routes for approval in the Placement Operations Plan.

- C. Spills: In the event that any dredged material being handled by mechanical means spills into the waterways of the Patapsco River, on the exterior face of the dike, or on the dike roadway, the Grantee shall immediately take steps to prevent further occurrence, including shut down of operation if such spillage was due to the need to repair or modify their equipment to prevent such spillage. The Grantee shall recover and place the material into the designated location in the DMCF at no cost to The Service. The Grantee shall also have adequate spill kit materials on-site to minimize the effects of any fuel or oil spills.

## **9.0 MECHANICAL TRUCK UNLOADING**

- A. General: The Grantee may establish a mechanical unloading operation via trucking, provided the plan of operations is acceptable to The Service and MDOT MPA, and assures that:

1. The material is dumped at the designated point of placement;
2. All access and egress are maintained in a satisfactory condition;
3. Adequate dust control measures are in place as outlined above;
4. Spillage of material in the roadway is prevented; and
5. Interference with traffic and other placement area operations is kept to a minimum.

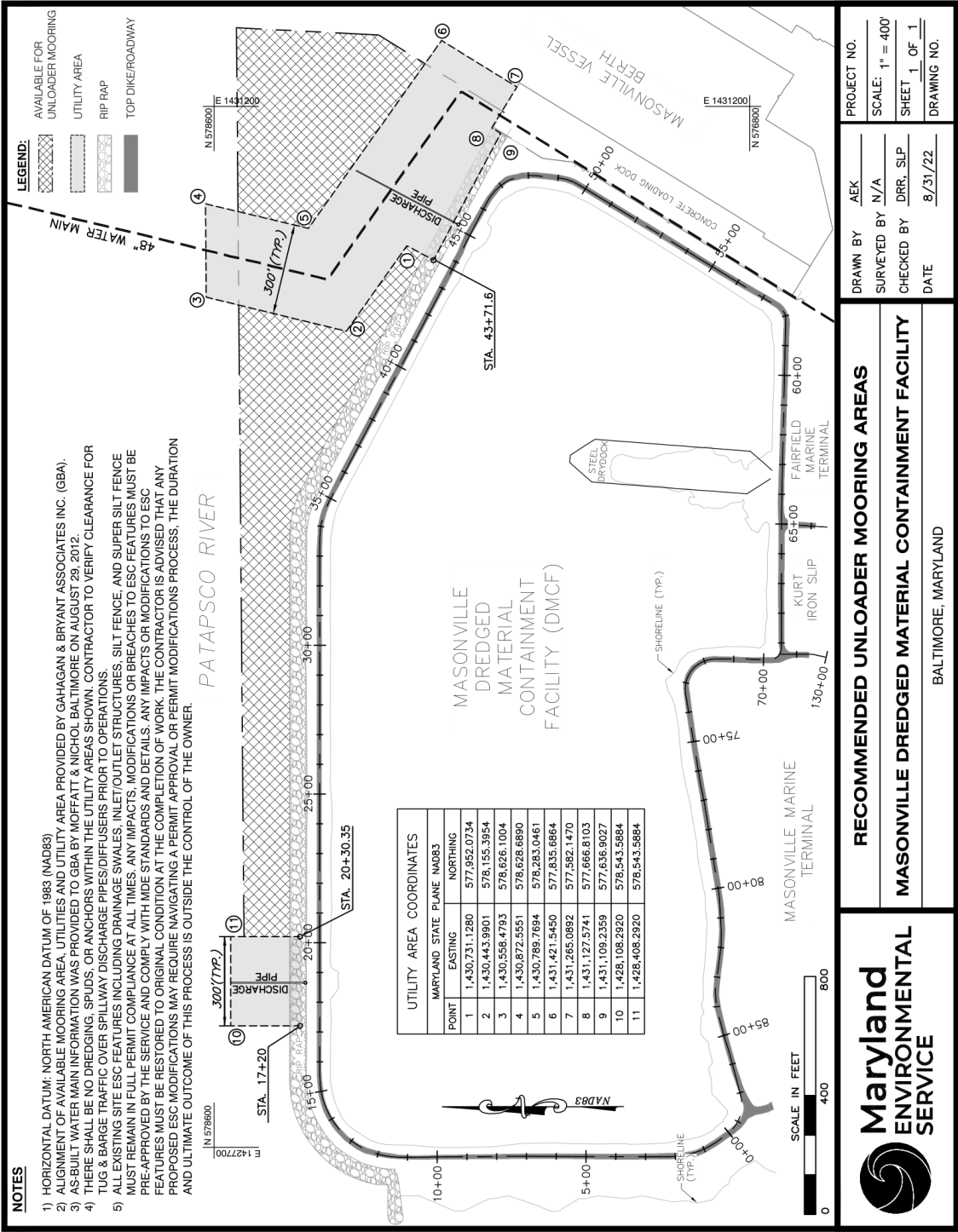
- B. Spills: Trucks hauling the dredged material shall have sealed beds to prevent leakage of dredged material on the roads. The Contractor may be required to use turn buckle locks to ensure a tight seal and prevent leakage of dredged material. In the event that any dredged material being handled by mechanical means spills into the waterways of the Patapsco River, on the exterior face of the dike, or on the dike roadway, the Grantee shall immediately take steps to prevent further occurrence, including shut down of operation if such spillage was due to the need to repair or modify their equipment to prevent such spillage. The Grantee shall recover and place the material into the designated location in the DMCF at no cost to The Service. The Grantee shall also have adequate spill kit materials on-site to minimize the effects of any fuel or oil spills.

**Masonville Exhibit A**

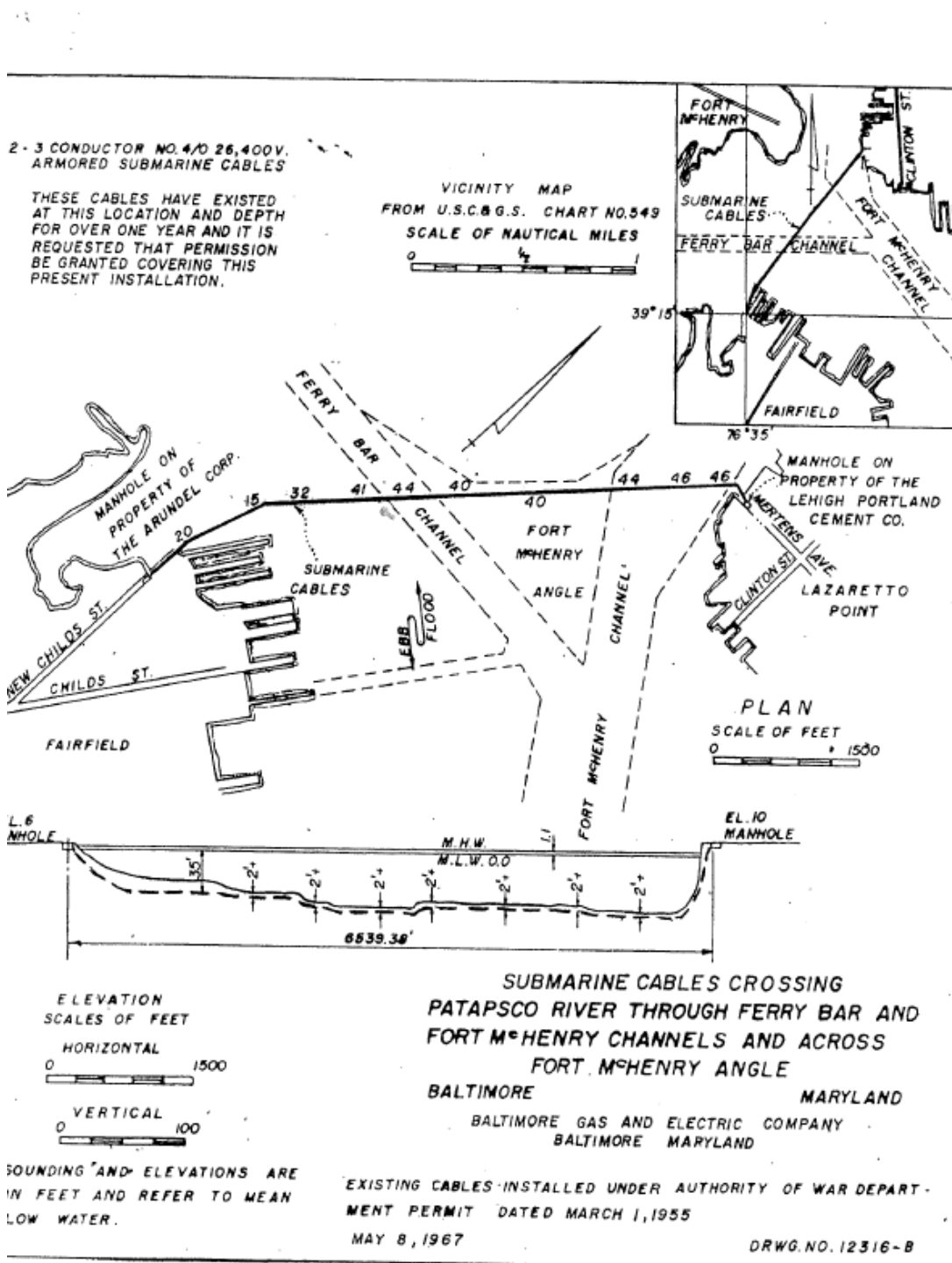
**RECOMMENDED UNLOADER MOORING AREAS AND  
BGE CABLES HISTORIC DATA**

MASONVILLE  
DREDGED MATERIAL CONTAINMENT FACILITY

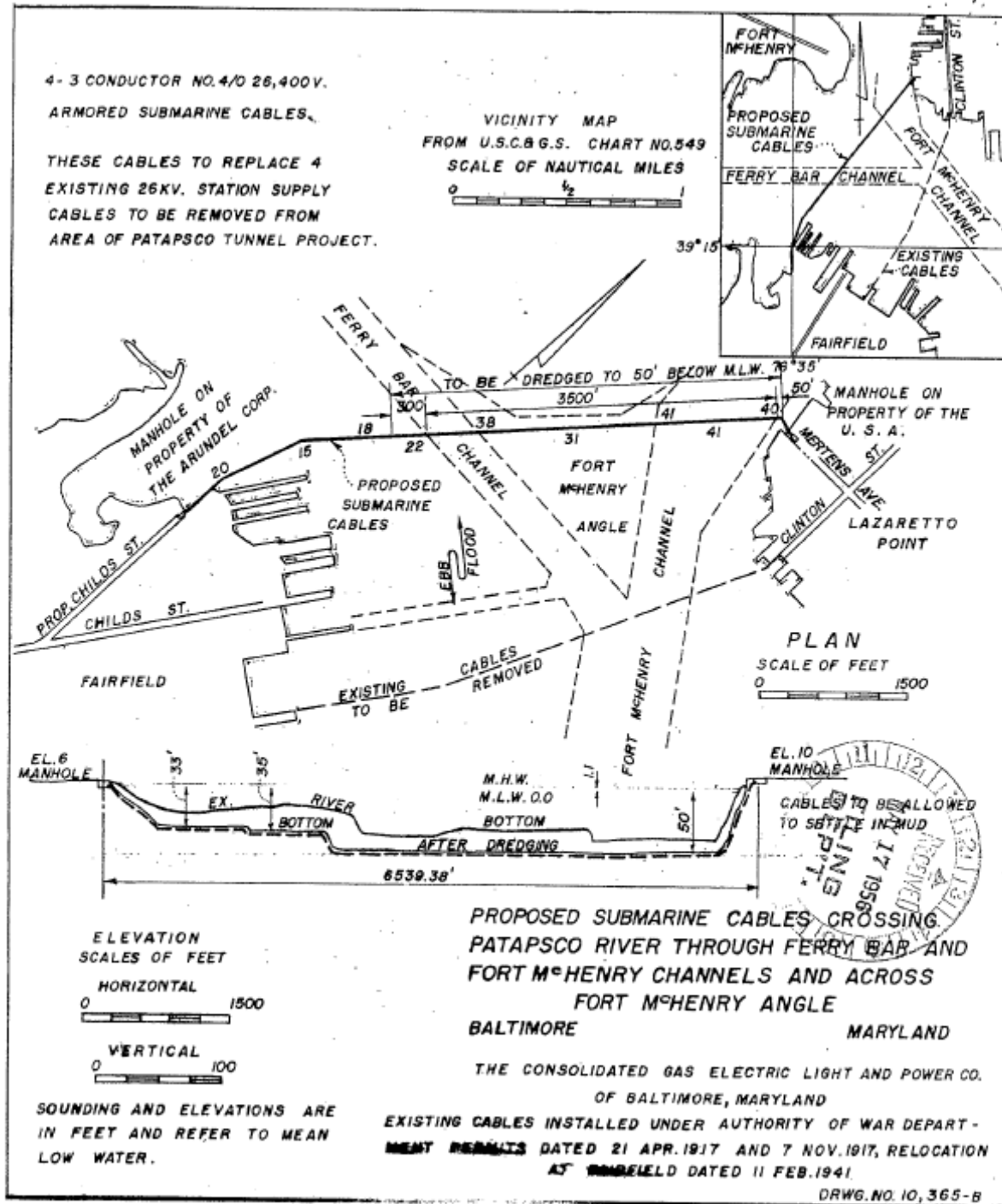
MASONVILLE EXHIBIT A – RECOMMENDED UNLOADER MOORING AREAS (SHEET 1 OF 1)



**MASONVILLE EXHIBIT A – BGE CABLES HISTORIC DATA (SHEET 1 OF 4)**



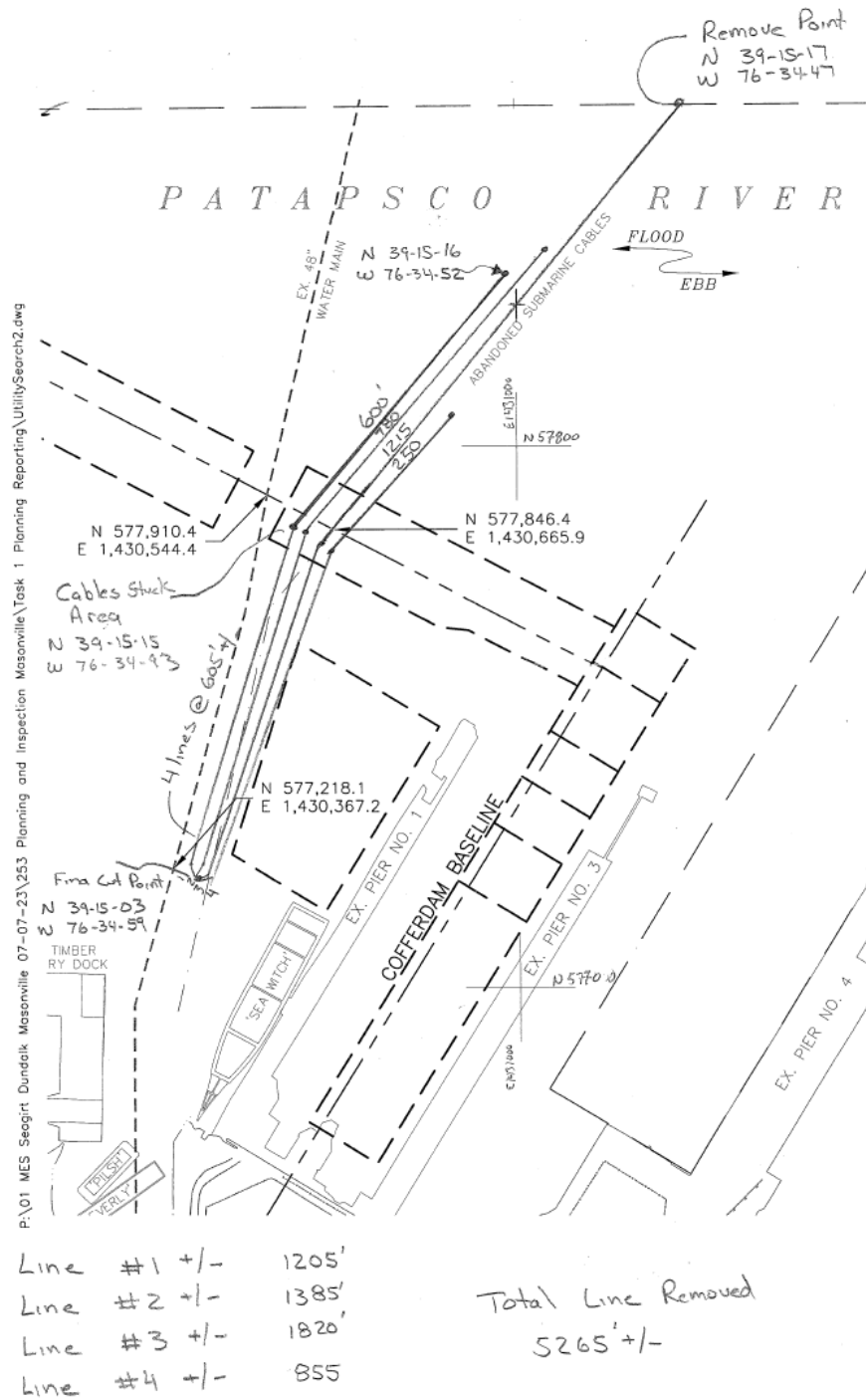
**MASONVILLE EXHIBIT A – BGE CABLES HISTORIC DATA (SHEET 2 OF 4)**







**MASONVILLE EXHIBIT A – BGE CABLES HISTORIC DATA (SHEET 4 OF 4)**





**MASONVILLE EXHIBIT B**

**STANDARD OPERATING PROCEDURES FOR HARMFUL ALGAL BLOOM  
DECONTAMINATION OF INFLOW AND DREDGING EQUIPMENT MASONVILLE  
DREDGED MATERIAL CONTAINMENT FACILITY**

## **Standard Operating Procedures for Harmful Algal Bloom Decontamination of Inflow and Dredging Equipment Masonville Dredged Material Containment Facility**

**2017**

### **1.0 SCOPE AND APPLICATION**

The purpose of this Standard Operating Procedure (SOP) is to describe the methods for preventing or limiting contamination of Harmful Algal Blooms (HAB) and any associated toxin to environments exterior of the Masonville Dredged Material Containment Facility (DMCF) due to inappropriate or inadequate equipment decontamination and to provide general guidelines for developing decontamination procedures for inflow and dredging equipment.

The procedures in this SOP may be varied or changed as required, dependent on-site conditions, equipment limitations or other procedural limitations. In all instances, the procedures employed must be documented in a field log book.

### **2.1 METHOD SUMMARY**

Removing or neutralizing HABs from equipment minimizes the possibility of contamination to environments outside of the DMCF and reduces or eliminates transfer of contaminants to clean areas. Some equipment may have specific decontamination procedures that do not follow this SOP. Refer to the user manual for each piece of equipment before utilizing this SOP.

Gross contamination can be removed with non-abrasive methods that include the use of high temperature high pressure water cleaning on the outside of contaminated pipes and low or high pressure rinsing and subsequent flushing of river water through contaminated pipes and scows. Throughout all washing, rinsing, and flushing procedures, at no instance should water be released into the Patapsco River. All high-pressure hot water and Patapsco River water must flow to and be discharged into the Masonville DMCF. The hot water temperature should be the maximum temperature the pressure washer allows (approximately 200°F).

A generalized decontamination procedure is:

1. Hot water high pressure wash of the outside of equipment that was used within the DMCF including pipes, boats, and earth moving equipment
2. Air dry if possible
3. Patapsco River water rinse and flush through inflow and recirculation pipes and scows (if flushing the recirculation pipes is not possible, please follow procedure 1 and 2 for both the outside and inside of the pipe)
4. Air dry if possible

Modifications to the standard procedure are required to be documented in the field log book and subsequent reports. All equipment is required to be decontaminated before leaving the site.

### **3.0 INTERFERENCES AND POTENTIAL PROBLEMS**

When decontaminating equipment when temperatures are below freezing, water may freeze in the pump spray hoses lines, tanks and in buckets/pails, etc. Additionally, equipment will require longer drying times. Make sure that the decontamination station is set up as not to compromise a clean environment.

#### **4.0 EQUIPMENT/APPARATUS**

Decontamination equipment is selected based on the type of equipment to be cleaned and anticipated contaminants to be removed. For example, hot water pressure washers such as those provided by Hotsy® would be the appropriate apparatus for rinsing the exterior of inflow and recirculation pipes.

##### **4.1. Decontamination Tools/Supplies:**

The following standard materials and equipment are recommended for decontamination activities:

- Hot water pressure washer
- High powered pump
- Electrical cords
- Work lights (if working in the dark)
- Generator (if using a submersible pump or lights)
- Unloader

##### **4.2. Health and Safety Equipment**

The use of personal protective equipment (PPE), (i.e. safety glasses, splash shield, Tyvek® suits, nitrile gloves, aprons or coveralls, steel toe boots, etc.), is required. Refer to the site-specific Harmful Algal Bloom (HAB) site safety guidance and the Health and Safety Plan (HASP) for site-specific requirements.

##### **4.3. Waste Disposal**

Water waste will flow or be pumped into the Masonville DMCF.

#### **5.0 REAGENTS**

This section is not applicable to this SOP.

#### **6.0 PROCEDURES**

A decontamination area will be identified by Maryland Environmental Service. Weather conditions (i.e. hot, cold, rain, snow, etc.) play an important role in the decontamination process. Plan accordingly and consider your working conditions prior to decontamination activities.

A decontamination plan needs to be implemented and includes:

- Decontamination equipment
- Selection of appropriate decontamination methods
- Methods of disposal of all investigative derived waste (i.e. PPE, solid and liquid waste, etc.)
- Work practices that minimize contact with potential contaminants
- Protection procedures for monitoring and sampling equipment (i.e. covering with plastic, etc.) which are addressed in the onsite HAB Monitoring SOP 2016
- Considerations related to weather conditions

## **6.1. Decontamination Methods**

All equipment removed from the site must be decontaminated, removing all contamination that may have adhered to the equipment. Various decontamination methods remove contaminants by washing with water.

Decontamination methods are non-abrasive and listed below:

### **6.1.1 Non-Abrasive Cleaning Methods**

Non-abrasive cleaning methods work by forcing the contaminant off a surface with water pressure (i.e. sprayer or pressure washer).

#### High-Pressure Water

This method consists of the use of a hot temperature high power pressure washer. The hot water temperature should be the maximum temperature the pressure washer allows (approximately 200°F). The operator controls the directional nozzle which is attached to a high-pressure hose. Operating pressure usually ranges from 400 – 600 pounds per square inch (PSI). Scrubbing with large brushes can be used to aid in the decontamination process.

#### Rinsing and Flushing

Contaminants remaining inside the pipes and scows are removed by thorough rinsing and subsequent flushing with the use of Patapsco River water. The rinsing and flushing are done using a pump, hoses, and dredging unloader equipment.

## **6.2. Inflow and Dredging Equipment Decontamination Procedures**

### **6.2.1. Decontamination Setup**

1. The decontamination area is to be chosen based on appropriate drainage into the Masonville DMCF. Under no circumstances should runoff or back spray end up outside of the DMCF. Work with the On-Site Manager to assign a location for these activities to take place on-site.
2. Stage the appropriate equipment (i.e. hot water pressure washer) within the area chosen that would allow for runoff and spray back to flow into the DMCF.
3. Connect all hoses and fill the pressure washer with fuel.
4. Dress out in the appropriate PPE (refer to the site-specific HAB and HASP). At a minimum, Tyvek®, safety glasses/goggles, splash shield, steel toe boots, and nitrile gloves must be worn when utilizing the pressure washer to remove HAB. If handling any equipment (i.e. drill rods, etc.) work gloves must also be worn to prevent possible injury. For site specific requirements refer to the site-specific HASP.

#### 6.2.2. *Decontamination Procedures*

##### Decontamination process for Harmful Algal Blooms

1. Place the hot water pressure washer in the chosen decontamination area. Ensure the unit is functioning at the proper water (spray) temperature.
2. Spray the outside of the inflow and recirculation pipes with the pressure washer as they are being removed from the cell.
3. Using a pump within the Patapsco River and unloading equipment rinse, and flush pipes, and scows with river water. If flushing the recirculation pipes is not possible, follow procedure 5 for both the outside and inside of the pipe.
4. Release all water that was used for scow, unloading equipment, and pipe rinsing into the DMCF for containment.
5. Once flushed, rinse the outside of the inflow and recirculation pipes with the pressure washer as they are being removed from the cell.

#### 6.2.3. *Post Decontamination Procedures*

1. Empty the pressure washer filled with water into the DMCF.
2. Ensure that decontaminated equipment does not have further contact with DMCF cell water.
3. Arrange for the pressure washer to be returned to the vendor.
4. Return any additional equipment used to the appropriate storage location.
5. Remove all decontaminated equipment from the site.
6. Dispose of all Personal Protective Equipment (PPE) onsite in plastic bags. Coordination with Maryland Environmental Service for appropriate locations.

#### 6.3. ***Decontamination of Earth Moving Equipment and Accessories***

The decontamination of earth moving equipment and their accessories will require the use of a pressure washer. Finally, a designated area on-site needs to be designated as a decontamination area. Work with the On-Site Manager to assign a location for these activities to take place on-site.

#### 6.3.1. *Decontamination Set-up Procedures:*

1. Move the equipment into the decontamination area.
2. Stage all decontamination equipment and supplies (i.e. Pressure Washer, Hoses, PPE, etc.).
3. Connect all hoses and fill the pressure washer with fuel.
4. Dress out in the appropriate PPE (refer to the site-specific HAB and HASP). At a minimum, Tyvek<sup>®</sup>, safety glasses/goggles, splash shield, steel toe boots, and nitrile gloves must be worn. If handling any equipment (i.e. drill rods, etc.) work gloves must also be worn to prevent possible injury. For site specific requirements refer to the site-specific HASP.

#### 6.3.2. *Decontamination Cleaning Procedures:*

1. Physically remove as much of the visible material as possible from the heavy equipment after use. If contaminated material is suspected as determined by visual observations, instrument readings, or other means, collect material in an appropriate waste container.
2. Place the heavy equipment in the decontamination area. Verify that decontamination area will allow for any waste water to flow into the DMCF.
3. Power on the pressure washer and begin cleaning from the top to the bottom. Thoroughly clean parts of the heavy machinery that come into contact with visible material (such as tires, bucket, augers, drill rods, tracks and the back and underneath of the drill rig). Scrub areas with excessive dirt/debris with large bristle brushes. A flat head shovel can be used to aid in the removal of the dirt/debris. Continue cleaning until all visible contamination has been removed.

#### 6.3.3. *Post Decontamination Procedures*

1. Empty the contents of the pressure washer into the DMCF.
2. Ensure that decontaminated equipment does not have further contact with DMCF cell water.

3. Arrange for the pressure washer to be returned to the vendor.
4. Make arrangements for the pressure washer to be removed from the site.
5. Remove all earth moving heavy equipment from the site.

## **7.0 CALCULATIONS**

This section is not applicable to this SOP.

## **8.0 QUALITY ASSURANCE/QUALITY CONTROL**

Documentation of the decontamination process including methods employed, date, time and personnel that conducted the decontamination activities must be recorded in a field logbook. Record manufacturer and lot numbers of the equipment used for the decontamination procedures.

## **9.0 DOCUMENTATION AND DATA VALIDATION**

Documentation verification (completeness checks) must be conducted to ensure that all inputs are present for ensuring the availability of sufficient information. This information is essential to providing an accurate and complete final record.

## **10.0 HEALTH AND SAFETY**

When working with potentially hazardous materials, follow all applicable HASP and HAB Site SOPs.

The decontamination process can pose hazards under certain circumstances. Hazardous substances may be incompatible with decontamination materials. For example, the decontamination solution may react with contaminants to produce heat, explosion, or toxic products. Also, vapors from decontamination solutions may pose a direct health hazard to workers by inhalation, contact, fire, or explosion.

If decontamination materials pose a health hazard, measures are to be taken to protect personnel. Alternatively, substitutions can be made to eliminate the hazard.

## 11.1 HARMFUL ALGAL BLOOM (HAB) FACT SHEET



Ponded water at the Dredged Material Containment Facilities (DMCFs) and Poplar Island has the potential to contain HABs. All sites, Cox Creek and Masonville DMCFs and Poplar Island, are monitored for the presence of HABs. To date, on Poplar Island and Masonville DMCF, HABs have consisted of the cyanobacteria *Microcystis aeruginosa*, which has the potential to produce microcystin, a hepatotoxin (affecting the liver) that can affect wildlife and human health. The World Health Organization's and state of Maryland's **no contact** threshold for microcystin concentration is 10 ppb (µg/L). The Maryland **no contact** bloom level is 40,000 cells/mL.

### What does an HAB look like?

- Foam, scum, or mats on the surface of the water (sometimes looks like paint)
- Bluish, bright green, brown, or red color
- Foul smell

### Proper personal protective equipment (PPE) includes:

- **No contact if bloom level is above 40,000 cells and/or toxin levels are above 10 ppb**
- Safety glasses
- Nitrile gloves
- Face shield (if near water vapor and/or spray)
- Long sleeves and pants (if near water vapor and/or spray)

### Effects of exposure:

- Ingestion of significant levels of toxin can cause liver damage and dysfunction.
- Ingestion or inhalation of water containing dense bloom material may cause nausea, vomiting, and dizziness.
- Contact with skin may cause irritation and rashes.

### What to do when working near an HAB:

- No contact if bloom levels are higher than 40,000 cells or toxin levels are above 10 ppb.
- Always wear proper PPE.
- Wash any body area that comes in contact with the water with soap as soon as possible.
- Always wash your hands before eating, drinking, or smoking after contact with the water.



**ATTACHMENT G - APPENDIX 2**

**COX CREEK STANDARDS AND PROCEDURES**

***STANDARDS AND PROCEDURES FOR PLACEMENT OF DREDGED MATERIAL***

**COX CREEK**  
**Dredged Material Containment Facility**  
**Standards and Procedures for Placement of Dredged Material**

**1.0 STATEMENT OF PURPOSE**

The Maryland Department of Transportation Maryland Port Administration (MDOT MPA) is the owner of the Cox Creek Dredged Material Containment Facility (DMCF), with full authority to authorize or deny use of the DMCF and to determine priorities among placement operations competing for the use of the DMCF, and to issue Rights of Entry for such use. The MDOT MPA has contracted with the Maryland Environmental Service (The Service) for the operation and maintenance of this DMCF. The Standards and Procedures listed herein shall be applied to applications for permission to place dredged material at the DMCF. All provisions of these Standards and Procedures apply equally to all Grantees and the Grantees' contractors, as well as to successful bidders of MDOT MPA and U.S. Army Corps of Engineers dredging projects. The term "Applicant" as used below applies to all such parties.

**2.0 GENERAL PROVISIONS**

- A. Application: In accordance with Code of Maryland Regulations (COMAR) 11.05.06, a person (the "Applicant") shall apply to the MDOT MPA for approval to place dredged material at the DMCF and shall use such application forms and procedures as provided by the MDOT MPA.
- B. Permits: The Applicant shall obtain all necessary federal, state and local permits and approvals, and shall submit copies of these permits and approvals to the MDOT MPA.
- C. Indemnification: The Grantee shall indemnify and hold the MDOT MPA and The Service harmless from and against any and all claims, actions, causes of action, demands, rights, damages, and costs whatsoever arising from any breach or default in the performance of any obligation on the Grantee's part, or arising from any act or omission of the Grantee or any of its agents, contractors or employees, and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense or resolution of any such claims, causes of action, demands, rights, damages, and costs whatsoever of any action or proceeding brought thereon.
- D. Placement Operations Plan: Prior to any operation at the DMCF, the Grantee shall submit to MDOT MPA and The Service a Placement Operations Plan for materials handling and placement as described in this document. Authorization to Proceed will not be granted until the Placement Operations Plan has been approved by MDOT MPA and/or The Service.
- E. Inspections: The work to be conducted by the Grantee at the DMCF shall be under the general direction of The Service and shall be subject to inspection by the Site Supervisor assigned by The Service, or their designated inspectors, or third party inspectors retained by The Service or MDOT MPA to insure strict compliance with the regulations and the operating criteria of the DMCF.

Material handling and unloading equipment, scows, pipelines, and all other pertinent features of the operation are subject to inspection by the Site Supervisor or the designated inspectors. Adequate lighting for thorough inspection of material unloading operations shall be provided by the Grantee for night operations.

F. Revocations: The MDOT MPA and/or The Service acting on behalf of MDOT MPA may immediately revoke its Right of Entry consent to place dredged material at the DMCF in the event the Grantee:

1. refuses or fails to comply with operating requirements of the DMCF or these Standards and Procedures;
2. refuses or fails to comply with the conditions of any approval given by MDOT MPA or The Service to place dredged material at the DMCF;
3. violates any law or permit related to its activities at the DMCF; or
4. causes damage to the DMCF.

In such cases, a written letter of revocation of the Right of Entry to place dredged material at the facility shall be provided by the MDOT MPA or The Service to the Grantee's on-site representative. All placement of dredged material must cease immediately, and action must be initiated immediately to vacate the facility and to remove all equipment, pipelines, etc. from the DMCF.

G. Suspension: The Site Supervisor assigned by The Service, or their designated inspector, may suspend placement activities at any time the Site Supervisor, in their sole discretion, believes any regulatory requirement affecting the DMCF may be violated by continued operations, or if the Grantee:

1. refuses or fails to comply with operating requirements of the DMCF or these Standards and Procedures;
2. refuses or fails to comply with the conditions of any approval given by MDOT MPA or The Service to place dredged material at the DMCF;
3. violates any law or permit related to its activities at the DMCF;
4. does not immediately correct a safety hazard which, in the sole and complete discretion of The Service, may endanger persons or property, or cause damage to the DMCF or its surrounding waters; or
5. causes damage to the DMCF or to the environment.

H. Order to Suspend Operations: The Service shall deliver a written order to suspend operations to the Grantee's on-site representative. Such suspension shall remain in effect until such time as the Grantee, at the sole discretion of The Service, has made satisfactory progress toward correcting the hazard or violation, which was cited in the

Order to Suspend Operations or until The Service is satisfied, in its sole discretion that the DMCF is able to be operated within regulatory requirements. Refusal or failure by the Grantee to respond to the Order by immediately suspending operations may result in revocation by the MDOT MPA or The Service of the Grantee's Right of Entry to place dredged material at the DMCF.

- I. Quality Control System: The Grantee shall maintain an adequate quality control system and employ such measures as will assure that the work performed is in full accordance with the operating requirements of the DMCF, and within the permits and approvals issued for the work.
- J. Vegetation: The Grantee shall preserve and protect all existing vegetation at the DMCF, such as trees, grass and the like, which is not to be removed and which does not unreasonably interfere with the work. Care will be taken to avoid damage to vegetation which remains in place.
- K. Existing Structures and Utilities: The Grantee shall protect from damage all existing improvements and utilities at or near the DMCF and will immediately report any damage to the Service. The Applicant will repair or restore any damage to such improvements or utilities. If the Grantee fails or refuses to repair any such damage promptly, The Service may have the necessary work performed and the Grantee shall immediately reimburse The Service for the full costs incurred by The Service.
- L. Existing Erosion and Sediment Control (ESC) features: All existing site ESC features including drainage swales, inlet/outlet structures, silt fence, and super silt fence must remain in full permit compliance at all times. Any impacts, modifications or breaches to ESC features must be pre-approved by the Service and comply with MDE standards and details. Any impacts or modifications to ESC features must be restored to original condition at the completion of work. The Grantee is advised that any proposed ESC modifications may require navigating a permit approval or permit modifications process; the duration and ultimate outcome of this process is outside the control of the Owner.
- M. Areas of Operations: All operations of the Grantee (including storage of materials) at the DMCF shall be confined to areas identified in their Placement Operations Plan and authorized or approved by The Service. **Cox Creek Exhibit A** provides a map of Cox Creek DMCF showing the location of the pier area where unloading generally takes place.
- N. Temporary Buildings: Storage sheds, shops, offices, and other temporary buildings may be erected by the Grantee only with the approval of The Service, and shall be built with labor and materials furnished solely by the Grantee without expense to The Service or the MDOT MPA. Such temporary buildings and utilities shall remain the property of the Grantee, or the Grantee's agents or representatives, and shall be removed at their expense upon the completion of the work unless, with the written consent of the MDOT MPA, such buildings and utilities are abandoned to become the property of the MDOT MPA.
- O. Roadways: The Grantee shall use only established roadways or shall construct and use such temporary roadways as may be authorized by The Service. Where materials are

transported in the prosecution of the work, vehicles shall be specified to transport high water content material and must not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by The Service. Vehicles hauling dredged material shall have sealed or covered beds that prevent spillage of dredged material during hauling to the designated placement area. Any spilled material must be cleaned up immediately. Failure to observe this requirement will result in suspension of operations. The Grantee shall obey all posted speed limits and adhere to

the specified access and egress to the DMCF. All traffic must further reduce speeds in the vicinity of any Service or contractor's activity in the area.

- P. Dust Control: The Grantee will submit a Dust Control Plan for approval by The Service as a part of the Placement Operations Plan prior to mobilization to the DMCF.
- Q. Decontamination of Inflow and Dredging Equipment: In the event of a Harmful Algal Bloom inside the DMCF (and upon direction of The Service), the Grantee shall follow the standards and procedures set forth in **Cox Creek Exhibit B** when decontaminating inflow and dredge equipment.
- R. Site Appearance: The Grantee shall at all times keep the work area, including storage areas used by the Grantee, free from accumulations of waste material or rubbish and shall, prior to completion of the work, remove from the DMCF any rubbish, all tools, scaffolding, equipment, materials and other property of the Grantee. During and upon completion of the placement of dredged material, the Grantee shall leave the DMCF in a clean, neat and workmanlike condition satisfactory to The Service. All Grantee equipment and materials must be completely removed within fifteen (15) calendar days upon completion of contractor's activity within the DMCF.
- S. Safety: In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, material, supplies, and equipment; and for the avoidance of work interruptions in the performance of this contract, the Grantee shall comply with pertinent provisions of Corps of Engineers Manual EM 385-1-1, dated November 2014 (or latest approved version), and shall also take or cause to be taken such additional measures as The Service may determine to be reasonably necessary for this purpose. The Grantee must also comply with all other Federal, State and local regulations.
- T. Joint Inspection: A joint inspection of the facility shall be undertaken by The Service and the Grantee prior to the Grantee mobilizing to the DMCF. Any damaged structures or deficiencies shall be noted. At the termination of the Grantee's operation, a joint inspection shall be undertaken with The Service to ascertain damage. Any damage attributed to the Grantee's operation shall be immediately repaired by the Grantee. If repairs are not performed in a timely manner, as determined by The Service, The Service shall cause the repairs to be made and the Grantee shall immediately reimburse The Service for the full costs uncured by The Service.
- U. Dikes: All dikes will be inspected daily by The Service for any signs of erosion on the slopes. The Grantee shall locate and position their pipelines in such a way as to ensure that no backwash areas cause any erosion of the dikes.

If erosion is caused by the Grantee, then the Grantee, at its sole cost, shall immediately repair the damaged area. The Service, in its sole discretion, may direct the Grantee to cease placement activities pending the completion of repairs to the dikes. The Grantee shall provide suitable and sufficient equipment to protect the dikes and work areas. If repairs are not performed in a timely manner, or are not properly performed to The

Service's satisfaction, The Service shall cause the repairs to be made and the Grantee shall immediately reimburse The Service for the full costs incurred by The Service.

- V. Management of Unexploded Ordnance (UXO) and Discarded Military Munitions (DMM): If the Grantee or their contractor discovers the existence of any UXO or DMM in the course of operations, all activities in the area must be temporarily suspended, The Service Site Supervisor must be contacted immediately and the UXO/DMM will be handled in accordance with the DMCF's Standard Operating Procedure for such materials. The Grantee shall include a UXO/DMM plan as part of their Placement Operations Plan.

### 3.0 **ACCESS, STORAGE, WORK AREAS**

- A. The Grantee shall confine their operations at the DMCF to those areas specified by the MDOT MPA or The Service. The Grantee may place only equipment necessary for the work at the DMCF. They shall not store pipe or equipment on the crown or slopes of the dikes, unless authorized by The Service in writing.
- B. If approved by The Service, the Grantee may utilize areas built up with suitable fill as storage, provided such storage does not interfere with traffic or other operations.
- C. Storage space and work areas will be in use by other contractors. The Grantee shall include their plans for storage space in the Placement Operations Plan and shall be confine their storage and work areas to space approved by The Service.
- D. The Grantee shall be responsible for ensuring that mud, dust or other contaminants do not leave the boundaries of the Cox Creek DMCF on trucks or other equipment. The Grantee will be responsible for costs associated with cleaning roadways, railways, etc. contaminated by construction activities.

### 4.0 **REQUIRED SUBMITTALS/REPORTING**

#### A. **Placement Operations Plan**

Thirty (30) calendar days prior to mobilization to the Cox Creek DMCF, the Grantee shall submit a detailed Placement Operations Plan for the placement of dredged material into the Cox Creek DMCF for approval by the MDOT MPA and/or The Service. Authorization to Proceed will not be granted until the Placement Operations Plan has been approved by MDOT MPA and/or The Service. The Placement Operations Plan shall outline all pertinent procedures relating to material unloading, transportation and placement including, at a minimum, the following details:

1. Proposed Commencement and Completion Dates: This schedule estimate should also include the total estimated volume of contracted material to be placed.
2. Proposed Hours of Operation: All operations conducted within the boundaries of the Facility or the designated unloading areas shall be coordinated with The Service. The Grantee shall keep the Site Supervisor fully apprised of the Grantee's activities and work schedule. When the Grantee elects to work on



weekends, holidays, or nights, the Grantee shall give notice to the Site Supervisor at least four (4) business days in advance thereof.

3. Detailed Description of Material Unloading and Handling Equipment, including all equipment and vehicles to be used on site: The Grantee shall provide certification to The Service that all barges and scows have been properly inspected and meet all regulatory requirements for the transport of dredged material. The Service may inspect, and must approve, the Grantee's scows and barges prior to their use. Only approved scows and barges will be permitted to haul dredged material to the Facility. Overflow of the material from the scows is prohibited, as is any leakage or spillage of material in the unloading area. One foot (1') of freeboard on any scows and barges is required.
4. Production Rates: The Grantee shall provide The Service with the proposed daily production rates for the duration of the work.
5. Storage Requirements: The Grantee shall provide The Service with the proposed material storage requirements for the duration of the work.
6. Proposed Berthing and Mooring Arrangements and Locations: The Grantee shall specify a location within the unloading area for their unloading plant for approval.
7. Key Personnel Names and Contact Information: The Grantee shall provide an on-site representative, designated in writing, who shall be available at all times the Grantee is actively working at the Facility or has equipment at the Facility, including the Unloading areas.
8. Pipeline Routing, including inflow point(s) assigned to project: The Grantee, at its sole expense, shall advance or relocate the inflow point(s) as directed by The Service to prevent the settled material from accumulating to an excessive elevation exceeding permit or other requirements.
9. Fuel Spill Plan: The Grantee shall maintain a Fuel Spill Prevention and Containment Plan. The Contractor shall provide documentation of its Fuel Spill Plan as discussed below. Plan must be acceptable to The Service.
  - a) Spill Responsibility: Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations, at no additional cost to The Service.
  - b) Contractor Reporting Requirements: If a spill occurs on or off the site, the Grantee shall immediately notify The Service, the Maryland Department of the Environment (MDE), and the National Response Center (NRC). Additionally, if a spill occurs onsite at the Facility, the Contractor shall immediately notify MDTA Police at 410.633.1092. The Grantee shall also comply with Code of Maryland Regulations (COMAR) 26.10.08.04. A written follow-up shall be submitted to The Service no later than seven (7) calendar



days after the initial report. The written report shall be in narrative form and at a minimum include the following:

- 1) Description of the material spilled
  - 2) Whether the amount spilled is United States Environmental Protection Agency (USEPA)/state reportable and when and to whom it was reported
  - 3) Exact time and location of spill, including description of the area involved
  - 4) Receiving stream or waters
  - 5) Cause of incident and equipment and personnel involved.
  - 6) Injuries and property damage
  - 7) Duration of discharge
  - 8) Containment procedures initiated
  - 9) Summary of any communications Grantee has with agencies or Government officials other than The Service
  - 10) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue
10. Dust Control Plan: The Grantee will be responsible for providing immediate dust control measures as required to ensure that no dust leaves the boundaries of the Cox Creek DMCF. Any dust escaping those boundaries may be cause for immediate termination of activities at the Grantee's expense and risk. The Service will be the final authority on dust control requirements and has clear authority from MDOT MPA to shut the contractor down or direct that specific dust control measures be implemented immediately. Mist and spray from the discharge pipeline must be confined to the limits of the DMCF.
11. Truck Haul Routes: If applicable, due to the mechanical unloading of dredged material. Include measures for ensuring that mud and other contaminants do not leave the boundaries of the DMCF on trucks or other equipment.
12. Traffic Management Plan: If applicable, due to the mechanical unloading of dredged material or concurrent use of the site by multiple contractors.
13. Dredge Material Spillage Plan: The Grantee shall provide a plan that details steps to prevent spills of dredged material, as well as methods to be used for the containment and clean-up of dredged material that is spilled during unloading activities.
14. Final Grading Plan: The Grantee shall return the site to the conditions that were existing prior to unloading activities. This includes the removal of temporary roadways and pipeline crossing ramps.

**B. Recirculation Plan**

Thirty (30) days prior to mobilization to the Cox Creek DMCF, the Grantee shall submit a detailed Recirculation Plan which includes a design and plan of operations for recirculation of the slurry make-up water from within the Cox Creek DMCF for approval by the MDOT MPA and/or The Service. Mobilization to the Cox Creek DMCF shall not begin until the Recirculation plan is approved. Approval of the Recirculation Plan by the MDOT MPA and/or The Service does not excuse the Grantee from fully complying with all recirculation requirements. The recirculation system shall be in place and operational prior to the placement of dredged material and in addition to ensuring that no recirculation water is spilled outside of the Cox Creek DMCF, shall include the following details:

1. Flow Rate: Gallons per minute required to support the unloader make-up water system.
2. Piping Schematic and Plans: Including all piping, valves, connections, intakes and intake structures proposed to be utilized by the Grantee.
3. Requested Modifications to the Cox Creek DMCF: To be performed by the Grantee pending MDOT MPA/Service approval.
4. Pump Details: Including size, horsepower, location, etc.
5. Operational Requirements or Special Needs: For example, head required over the recirculation pipe intake, etc.
6. Photos and Video Records: Required for documentation of the initial conditions, modifications and post-use condition of any modifications to the Cox Creek DMCF.

**C. Unloader Area Pre/Post Hydrographic Surveys**

After approval of the Placement Operations Plan and prior to a Grantee uses the unloading site(s), a hydrographic survey shall be taken at the Grantee's sole expense to determine existing conditions. Immediately following completion of all unloading activities another hydrographic survey shall be taken at the Grantee's sole expense to determine if any material spillage occurred during the unloading period. These surveys shall extend a minimum of 100 Feet from all Material Unloading and Handling Equipment. A minimum of electronic single beam cross sections on 25-foot station intervals shall be used. All surveys will utilize recognized engineering survey practices to establish elevations, lines, and levels. The Grantee shall use a surveyor licensed in the State of Maryland.

**D. Daily Inflow/Recirculation Reports**

For every workday during unloading events, the Grantee shall submit a Daily Inflow/Recirculation Report to The Service. A workday for reporting purposes shall be from midnight to midnight for a given calendar day. The submittal shall be by email or other electronic method as designated by The Service. The report must be completely filled out with all required information and submitted to The Service by 11:00 a.m. local

time each day for the previous day's work. The Daily Inflow/Recirculation Reports shall include the following information:

1. Estimated quantity of dredged material in each scow unloaded into the DMCF.
2. Whether harbor water or recirculation is being used for slurry make-up water.
  - a) Record of request and permission to use harbor water for slurry make-up water.
3. Inflow and recirculation pipe flow rates for each unloading cycle.
4. Start and Stop times for pump out of each scow.
5. Estimated payload for each scow unloaded.
6. Cumulative inflow for the project.
7. Description of material unloaded from each scow.
8. Inflow location.
9. Description of any situation where dredged material or recirculated water is leaked or spilled into the Patapsco River or around DMCF.
10. Any additional information requested by The Service following review of the Grantee's Placement Operations Plan.

## **5.0 AUTHORIZATION TO PROCEED**

- A. The Grantee may not place dredged material at the DMCF prior to receipt of a fully executed Right of Entry from the MDOT MPA.
- B. The Authorization to Proceed shall be contingent upon the agreement of the Grantee to comply with these Standards and Procedures, the approval of all required submittals by The Service and/or the MDOT MPA, and any other conditions required by the MDOT MPA or The Service for the particular placement operations of the Grantee.

## **6.0 GENERAL UNLOADING OPERATIONS**

- A. General: The Grantee shall supply all equipment and labor for the placement of the dredged material. Direct pumping by hydraulic dredge or hopper dredge into the dike placement area will only be permitted if specifically provided for in the approval issued by the MDOT MPA.
- B. Barge Unloading: The Service anticipates that the barges will be unloaded hydraulically; however, mechanical unloading may be considered for approval in accordance with the

restrictions listed herein. A pier may be available at the Cox Creek DMCF for the Grantee's use for hydraulic and mechanical unloading of barges.

- B. Use of Pier: No scows are to be left unattended overnight or over the weekends/holidays at the pier. Since small vessels are subjected to rough tides which may cause capsizing and damage to the pier area, it is strongly recommended that any small boats be placed on the pier or removed from the area overnight.
- C. Interference with other Contractors: The Grantee is advised that multiple contracts may be in effect and that the use of unloading areas and storage areas will be as assigned in the MDOT MPA approval, or scheduled by The Service, when not specified in the MDOT MPA approval. The Grantee shall coordinate their activities with The Service and other contractors to avoid interference with each other's operations.
- D. Coordination with The Service: All operations conducted within the boundaries of the DMCF or the designated unloading areas shall be coordinated with The Service. The Grantee shall attend pre-construction and progress meetings with the Site Supervisor appointed by The Service and at intervals designated by the Site Supervisor. The Grantee shall keep the Site Supervisor fully apprised of the Grantee's activities. When the Grantee elects to work on weekends, holidays, or nights, the Grantee shall give notice to the Site Supervisor at least four (4) days in advance thereof.
- E. Inflow Point: The designated point of material inflow shall be established by the MDOT MPA for all placement operations. The inflow point(s) may require relocation due to the effects on effluent quality or other special circumstances as solely determined by The Service. Relocation of inflow point(s) shall be achieved within 24 hours notification by The Service. Any material that is placed in areas other than those designated or approved by The Service shall be immediately removed by the Grantee at their expense.
- F. Debris: The Grantee shall not place any debris or non-pumpable materials in the DMCF. Any such material deposited in the DMCF by the Grantee shall be immediately removed by the Grantee at their expense.

## **7.0 HYDRAULIC BARGE UNLOADING**

- A. Pipelines: Pipelines from the unloading plant that must cross into the placement area at the unloading area may not unduly restrict access by others to the unloading area. Only sound, leak-free piping shall be used; pipes worn thin or otherwise subject to leaks or failure shall not be allowed.
  - 1. The Grantee may lay pipelines only within the areas directed by the MDOT MPA or The Service. The Grantee shall restore areas used in laying and maintaining pipeline to the same or as good condition as existed prior to commencement of work.
  - 2. The pipeline will be placed so that there is no interference with traffic or access on the existing roadway, roadway markers, wells, pumps, equipment, benchmarks, piezometers or other instrumentation. The portion of the pipeline paralleling the roadway shall be within three feet (3') of the edge of the road surface.

- B. Leaks: In the event that a leak occurs anywhere in the pipelines, the Grantee shall immediately discontinue using the pipelines until the leaking section or sections of the pipe are removed and replaced with sound, leak-free piping and the leaks stopped. The Grantee shall recover, at no cost to The Service, any material improperly placed because of leaks in the pipe as well as repair any damage to roads, dikes or other DMCF property.
- C. Road Crossings: Pipeline road crossings may be accomplished by construction of suitable ramps. A minimum of twenty-four inches (24") shall be maintained between any electric service line and any piping installation. Prior to commencing work, the Contractor must contact The Service representative on the site at least forty-eight (48) hours in advance to coordinate the interruption of traffic and to ascertain the location of any utilities or obstructions. The Grantee shall be required to make any necessary repairs immediately. Ramps shall be constructed using GAB, CR-6 or approved alternate materials, maintained and properly marked by the Grantee for safe day and night passage of normal traffic including vehicle, heavy equipment and loaded dump trucks in the area until completion of the work and subsequent removal of the ramps. All labor and materials (stone, etc.) needed to construct pipe crossing ramps will be supplied by the Grantee. The ramps shall be constructed with a minimum width of road surface conforming to the width of the existing roadway. A minimum twenty foot (20') wide flat berm will be centered on the pipeline crossing. The slope approaches to the ramp berm will be no steeper than one vertical on twenty horizontal (1:20). When dredge pipeline crossings are removed after the completion of work, the crossing areas will be restored to the condition existing prior to pipe installation and ramp construction.
- D. Recirculation: The Grantee shall provide the equipment, materials, and labor necessary to re-circulate slurry make-up water from within the Cox Creek DMCF for use in the dredged material unloading operations in lieu of obtaining such water from the Patapsco River. The MDOT MPA reserves the right to waive this requirement pending evaluation of Cox Creek DMCF site conditions and the Placement Operations Plan.

The Service will control the water surface elevation with the Cox Creek DMCF and the discharge of water to the Patapsco River to the extent possible. The Grantee will be required to recirculate slurry make-up water from the Cox Creek DMCF as directed by The Service and when the site water surface elevation and pond water volumes are sufficient to allow recirculation in accordance with the approved design and Recirculation Plan. The Grantee is required to request and obtain permission from The Service to utilize slurry make-up water from the Patapsco River prior to start-up of operations and following the use of recirculation. The Grantee's operations for recirculation must not impede The Service's ability to operate the Cox Creek DMCF, in particular, operations required for discharge of water. MDOT MPA/The Service's approval of the Recirculation Plan does not excuse the Grantee from fully complying with the recirculation requirements. The Grantee will be responsible for damages to the site during installation, removal, and operation of the recirculation systems. The Grantee shall not dig or excavate into the dike without written approval from The Service.

- E. Unloading Area and Barge Moorings: The Grantee arrangement and location of the hydraulic unloader, material scows, pipelines and attendant plant will be subject to

approval of The Service. Mooring and spudding areas will be restricted to avoid areas surrounding spillway diffusers, and navigational channels.

Mooring to the pier may be permitted for purposes of transferring equipment or construction materials to or from the facility. The pier will not be available for the exclusive use of the Grantee and any mooring plans will be coordinated and approved by The Service. MDOT MPA may require use of a breasting barge for protection of the pier structure. As noted above, **Cox Creek Exhibit A** provides a map of Cox Creek DMCF showing the location of the pier area where unloading generally takes place. Unloader mooring areas may be considered for approval provided they follow the restrictions listed herein.

A specific mooring area has not been identified for the Cox Creek facility. All moored or anchored equipment must maintain a 150 Foot buffer from all DMCF spillways. It is the Grantee's responsibility to notify Miss Utility to verify the precise location of all utility, cable, and transportation crossings.

- F. Shoaling: If any material is found in the Unloader Area and/or Barge Moorings, it will be immediately dredged by the Grantee and placed in the DMCF, and the river bottom will be returned to its pre-unloading condition before the Grantee leaves the site.

## **8.0 MECHANICAL BARGE UNLOADING**

- A. General: The pier will not be available to the Grantee on a full-time basis for mechanical unloading of barges due to the potential use of this pier by other contractors, MDOT MPA or The Service. No excavators, cranes or other heavy equipment will be permitted on the pier. Use of the pier is limited to dump trucks used to transport dredged material and other light vehicles delivering supplies and personnel. Water-based excavators or cranes must be used to offload dredged material into dump trucks on the pier. The Grantee may establish a mechanical unloading operation apart from the pier, provided the plan of operations is acceptable to The Service and MDOT MPA, and assures that:

1. The material is placed at the designated point of discharge;
2. All access and egress are maintained in satisfactory condition;
3. Adequate dust control measures are in place as outlined above;
4. Spillage of material is prevented both in the unloading area and on the roadway;
5. Interference with traffic and other placement area operations is kept to a minimum;
6. No equipment is moored so as to directly or indirectly transmit forces to the pier structure or any MDOT MPA-owned structure.
7. MDOT MPA may require use of a breasting barge for protection of the pier structure.



- B. Perimeter Dike Roadways: The Grantee is advised that their roadway haul route may require extensive maintenance or reconstruction if subjected to heavy traffic loads. The roadway is to be maintained in satisfactory condition at all times by the Grantee and the Grantee shall promptly repair any damage caused by their operation. The Service may redirect the Grantee's truck/vehicle traffic due to poor or unsafe road conditions as determined solely by The Service. The Grantee will submit their proposed truck haul routes for approval in the Placement Operations Plan.
- C. Spills: In the event that any dredged material being handled by mechanical means spills into the waterways of the Patapsco River, on the exterior face of the dike, or on the dike roadway, the Grantee shall immediately take steps to prevent further occurrence, including shut down of operation if such spillage was due to the need to repair or modify their equipment to prevent such spillage. The Grantee shall recover and place the material into the designated location in the DMCF at no cost to The Service. The Grantee shall also have adequate spill kit materials on-site to minimize the effects of any fuel or oil spills.

## **9.0 MECHANICAL TRUCK UNLOADING**

- A. General: The Grantee may establish a mechanical unloading operation via trucking, provided the plan of operations is acceptable to The Service and MDOT MPA, and assures that:
  - 1. The material is dumped at the designated point of placement;
  - 2. All access and egress are maintained in a satisfactory condition;
  - 3. Adequate dust control measures are in place as outlined above;
  - 4. Spillage of material in the roadway is prevented; and
  - 5. Interference with traffic and other placement area operations is kept to a minimum.
- B. Spills: Trucks hauling the dredged material shall have sealed beds to prevent leakage of dredged material on the roads. The Contractor may be required to use turn buckle locks to ensure a tight seal and prevent leakage of dredged material. In the event that any dredged material being handled by mechanical means spills into the waterways of the Patapsco River, on the exterior face of the dike, or on the dike roadway, the Grantee shall immediately take steps to prevent further occurrence, including shut down of operation if such spillage was due to the need to repair or modify their equipment to prevent such spillage. The Grantee shall recover and place the material into the designated location in the DMCF at no cost to The Service. The Grantee shall also have adequate spill kit materials on-site to minimize the effects of any fuel or oil spills.

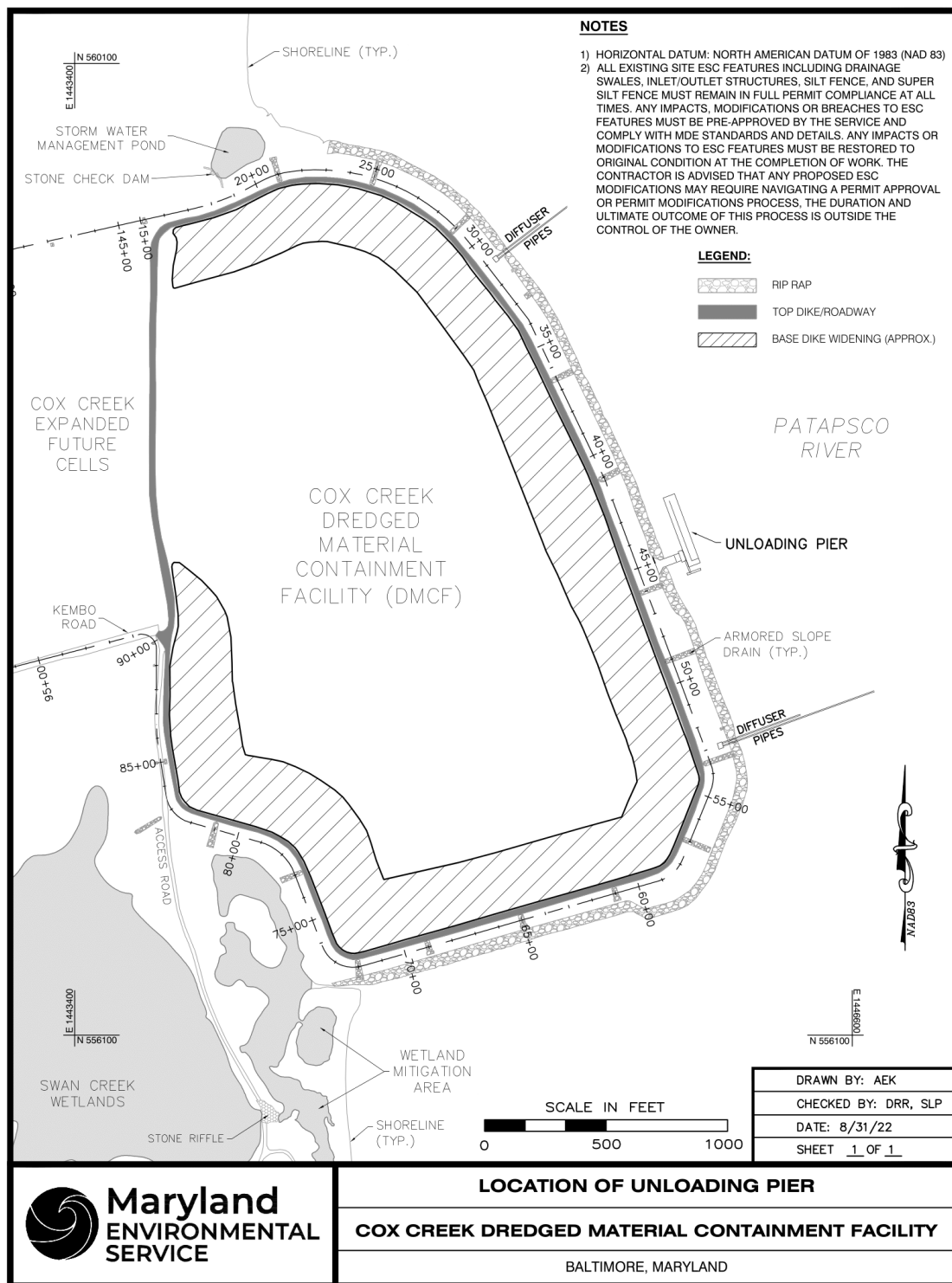




**COX CREEK EXHIBIT A**

**LOCATION OF UNLOADING PIER COX CREEK  
DREDGED MATERIAL CONTAINMENT FACILITY**

**COX CREEK EXHIBIT A – LOCATION OF UNLOADER PIER (SHEET 1 OF 1)**



**COX CREEK EXHIBIT B**

**STANDARD OPERATING PROCEDURES FOR  
HARMFUL ALGAL BLOOM DECONTAMINATION OF INFLOW AND DREDGING  
EQUIPMENT**

**COX CREEK  
DREDGED MATERIAL CONTAINMENT FACILITY**

## **1.0 SCOPE AND APPLICATION**

The purpose of this Standard Operating Procedure (SOP) is to describe the methods for preventing or limiting contamination of Harmful Algal Blooms (HAB) and any associated toxin to environments exterior of the Cox Creek Dredged Material Containment Facility (DMCF) due to inappropriate or inadequate equipment decontamination and to provide general guidelines for developing decontamination procedures for inflow and dredging equipment.

The procedures in this SOP may be varied or changed as required, dependent on site conditions, equipment limitations or other procedural limitations. In all instances, the procedures employed must be documented in a field log book.

## **2.0 METHOD SUMMARY**

Removing or neutralizing HABs from equipment minimizes the possibility of contamination to environments outside of the DMCF and reduces or eliminates transfer of contaminants to clean areas. Some equipment may have specific decontamination procedures that do not follow this SOP. Refer to the user manual for each piece of equipment before utilizing this SOP.

Gross contamination can be removed with non-abrasive methods that include the use of high temperature high pressure water cleaning on the outside of contaminated pipes and low or high pressure rinsing and subsequent flushing of river water through contaminated pipes and scows. Throughout all washing, rinsing, and flushing procedures, at no instance should water be released into the Patapsco River. All high-pressure hot water and Patapsco River water must flow to and be discharged into the Cox Creek DMCF. The hot water temperature should be the maximum temperature the pressure washer allows (approximately 200°F).

A generalized decontamination procedure is:

1. Hot water high pressure wash of the outside of equipment that was used within the DMCF including pipes, boats, and earth moving equipment
2. Air dry if possible
3. Patapsco River water rinse and flush through inflow and recirculation pipes and scows (if flushing the recirculation pipes is not possible, please follow procedure 1 and 2 for both the outside and inside of the pipe)
4. Air dry if possible

Modifications to the standard procedure are required to be documented in the field log book and subsequent reports. All equipment is required to be decontaminated before leaving the site.

## **3.0 INTERFERENCES AND POTENTIAL PROBLEMS**

When decontaminating equipment when temperatures are below freezing, water may freeze in the pump spray hoses lines, tanks and in buckets/pails, etc. Additionally, equipment will require longer drying times. Make sure that the decontamination station is set up as not to compromise a clean environment.

## **4.0 EQUIPMENT/APPARATUS**

Decontamination equipment is selected based on the type of equipment to be cleaned and anticipated contaminants to be removed. For example, hot water pressure washers such as those provided by Hotsy® would be the appropriate apparatus for rinsing the exterior of inflow and recirculation pipes.

#### **4.1. Decontamination Tools/Supplies:**

A. The following standard materials and equipment are recommended for decontamination activities:

- Hot water pressure washer
- High powered pump
- Electrical cords
- Work lights (if working in the dark)
- Generator (if using a submersible pump or lights)
- Unloader

#### **4.2. Health and Safety Equipment**

The use of personal protective equipment (PPE), (i.e. safety glasses, splash shield, Tyvek® suits, nitrile gloves, aprons or coveralls, steel toe boots, etc.), is required. Refer to the site-specific Harmful Algal Bloom (HAB) site safety guidance and the Health and Safety Plan (HASP) for site-specific requirements.

#### **4.3. Waste Disposal**

Water waste will flow or be pumped into the Cox Creek DMCF.

### **5.0 REAGENTS**

This section is not applicable to this SOP.

### **6.0 PROCEDURES**

A decontamination area will be identified by Maryland Environmental Service. Weather conditions (i.e. hot, cold, rain, snow, etc.) play an important role in the decontamination process. Plan accordingly and consider your working conditions prior to decontamination activities.

A decontamination plan needs to be implemented and includes:

- Decontamination equipment
- Selection of appropriate decontamination methods
- Methods of disposal of all investigative derived waste (i.e. PPE, solid and liquid waste, etc.)
- Work practices that minimize contact with potential contaminants
- Protection procedures for monitoring and sampling equipment (i.e. covering with plastic, etc.) which are addressed in the onsite HAB Monitoring SOP 2016
- Considerations related to weather conditions

#### **6.1. Decontamination Methods**

All equipment removed from the site must be decontaminated, removing all contamination that may have adhered to the equipment. Various decontamination methods remove contaminants by washing with water.

Decontamination methods are non-abrasive and listed below:

##### **6.1.1 Non-Abrasive Cleaning Methods**

Non-abrasive cleaning methods work by forcing the contaminant off a surface with water pressure (i.e. sprayer or pressure washer).

High-Pressure Water

This method consists of the use of a hot temperature high power pressure washer. The hot water temperature should be the maximum temperature the pressure washer allows (approximately 200°F). The operator controls the directional nozzle which is attached to a high-pressure hose. Operating pressure usually ranges from 400 – 600 pounds per square inch (PSI). Scrubbing with large brushes can be used to aid in the decontamination process.

#### Rinsing and Flushing

Contaminants remaining inside the pipes and scows are removed by thorough rinsing and subsequent flushing with the use of Patapsco River water. The rinsing and flushing are done by the use of a pump, hoses, and dredging unloader equipment.

## **6.2. Inflow and Dredging Equipment Decontamination Procedures**

### **6.2.1. Decontamination Setup**

1. The decontamination area is to be chosen based on appropriate drainage into the Cox Creek DMCF. Under no circumstances should runoff or back spray end up outside of the DMCF. Work with the On-Site Manager to assign a location for these activities to take place on-site.
2. Stage the appropriate equipment (i.e. hot water pressure washer) within the area chosen that would allow for runoff and spray back to flow into the DMCF.
3. Connect all hoses and fill the pressure washer with fuel.
4. Dress out in the appropriate PPE (refer to the site-specific HAB and HASP). At a minimum, Tyvek®, safety glasses/goggles, splash shield, steel toe boots, and nitrile gloves must be worn when utilizing the pressure washer to remove HAB. If handling any equipment (i.e. drill rods, etc.) work gloves must also be worn to prevent possible injury. For site specific requirements refer to the site-specific HASP.

### **6.2.2. Decontamination Procedures**

#### Decontamination process for Harmful Algal Blooms

1. Place the hot water pressure washer in the chosen decontamination area. Ensure the unit is functioning at the proper water (spray) temperature.
2. Spray the outside of the inflow and recirculation pipes with the pressure washer as they are being removed from the cell.
3. Using a pump within the Patapsco River and unloading equipment rinse, and flush pipes, and scows with River water. If flushing the recirculation pipes is not possible, follow procedure 5 for both the outside and inside of the pipe.

4. Release all water that was used for scow, unloading equipment, and pipe rinsing into the DMCF for containment.
5. Once flushed, rinse the outside of the inflow and recirculation pipes with the pressure washer as they are being removed from the cell.

### **6.2.3. Post Decontamination Procedures**

1. Empty the pressure washer filled with water into the DMCF.
2. Ensure that decontaminated equipment does not have further contact with DMCF cell water.
3. Arrange for the pressure washer to be returned to the vendor.
4. Return any additional equipment used to the appropriate storage location.
5. Remove all decontaminated equipment from the site.
6. Dispose of all PPE onsite in plastic bags. Coordination with Maryland Environmental Service for appropriate locations.

### **6.3. *Decontamination of Earth Moving Equipment and Accessories***

The decontamination of earth moving equipment and their accessories will require the use of a pressure washer. Finally, a designated area on-site needs to be designated as a decontamination area. Work with the On-Site Manager to assign a location for these activities to take place on-site.

#### **6.3.1. Decontamination Set-up Procedures:**

1. Move the equipment into the decontamination area.
2. Stage all decontamination equipment and supplies (i.e. Pressure Washer, Hoses, PPE, etc.).
3. Connect all hoses and fill the pressure washer with fuel.
4. Dress out in the appropriate PPE (refer to the site-specific HAB and HASP). At a minimum, Tyvek<sup>®</sup>, safety glasses/goggles, splash shield, steel toe boots, and nitrile gloves must be worn. If handling any equipment (i.e. drill rods, etc.) work gloves must also be worn to prevent possible injury. For site specific requirements refer to the site-specific HASP.

### **6.3.2. Decontamination Cleaning Procedures:**

1. Physically remove as much of the visible material as possible from the heavy equipment after use. If contaminated material is suspected as determined by visual observations, instrument readings, or other means, collect material in an appropriate waste container.
2. Place the heavy equipment in the decontamination area. Verify that decontamination area will allow for any waste water to flow into the DMCF.
3. Power on the pressure washer and begin cleaning from the top to the bottom. Thoroughly clean parts of the heavy machinery that come into contact with visible material (such as tires, bucket, augers, drill rods, tracks and the back and underneath of the drill rig). Scrub areas with excessive dirt/debris with large bristle brushes. A flat head shovel can be used to aide in the removal of the dirt/debris. Continue cleaning until all visible contamination has been removed.

### **6.3.3. Post Decontamination Procedures**

1. Empty the contents of the pressure washer into the DMCF.
2. Ensure that decontaminated equipment does not have further contact with DMCF cell water.
3. Arrange for the pressure washer to be returned to the vendor.
4. Make arrangements for the pressure washer to be removed from the site.
5. Remove all earth moving heavy equipment from the site.

## **7.0 CALCULATIONS**

This section is not applicable to this SOP.

## **8.0 QUALITY ASSURANCE/QUALITY CONTROL**

Documentation of the decontamination process including methods employed, date, time and personnel that conducted the decontamination activities must be recorded in a field logbook. Record manufacturer and lot numbers of the equipment used for the decontamination procedures.



## **9.0 DOCUMENTATION AND DATA VALIDATION**

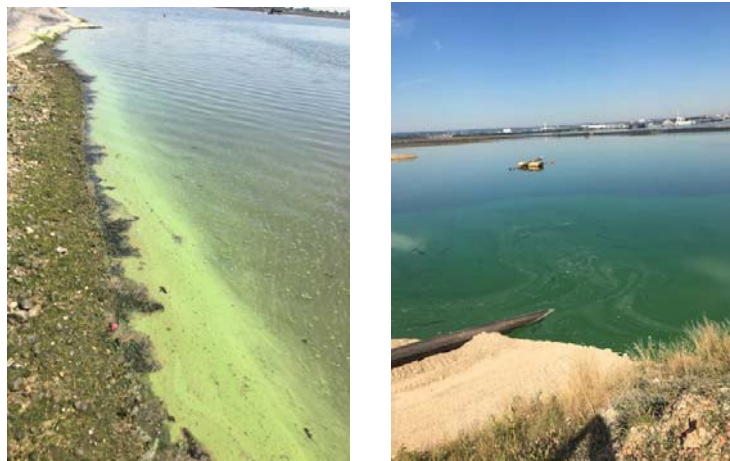
Documentation verification (completeness checks) must be conducted to ensure that all inputs are present for ensuring the availability of sufficient information. This information is essential to providing an accurate and complete final record.

## **10.0 HEALTH AND SAFETY**

When working with potentially hazardous materials, follow all applicable HASP and HAB Site SOPs.

The decontamination process can pose hazards under certain circumstances. Hazardous substances may be incompatible with decontamination materials. For example, the decontamination solution may react with contaminants to produce heat, explosion, or toxic products. Also, vapors from decontamination solutions may pose a direct health hazard to workers by inhalation, contact, fire, or explosion. If decontamination materials pose a health hazard, measures are to be taken to protect personnel. Alternatively, substitutions can be made to eliminate the hazard.

## **11.0 HARMFUL ALGAL BLOOM (HAB) FACT SHEET**



Ponded water at the Dredged Material Containment Facilities (DMCFs) and Poplar Island has the potential to contain HABs. All sites, Cox Creek and Masonville DMCFs and Poplar Island, are monitored for the presence of HABs. To date, on Poplar Island and Cox Creek DMCF, HABs have consisted of the cyanobacteria *Microcystis aeruginosa*, which has the potential to produce microcystin, a hepatotoxin (affecting the liver) that can affect wildlife and human health. The World Health Organization's and state of Maryland's **no contact** threshold for microcystin concentration is 10 ppb (µg/L). The Maryland **no contact** bloom level is 40,000 cells/mL.

### **What does an HAB look like?**

- Foam, scum, or mats on the surface of the water (sometimes looks like paint)
- Bluish, bright green, brown, or red color
- Foul smell

**Proper personal protective equipment (PPE) includes:**

- **No contact if bloom level is above 40,000 cells and/or toxin levels are above 10 ppb**
- Safety glasses
- Nitrile gloves
- Face shield (if near water vapor and/or spray)
- Long sleeves and pants (if near water vapor and/or spray)

**Effects of exposure:**

- Ingestion of significant levels of toxin can cause liver damage and dysfunction.
- Ingestion or inhalation of water containing dense bloom material may cause nausea, vomiting, and dizziness.
- Contact with skin may cause irritation and rashes.

**What to do when working near an HAB:**

- **No contact if bloom levels are higher than 40,000 cells or toxin levels are above 10 ppb**
- Always wear proper PPE
- Wash any body area that comes in contact with the water with soap as soon as possible.
- Always wash your hands before eating, drinking, or smoking after contact with the water.

## **S E C T I O N   I I I**

### **Permits**

US Army Corp of Engineers Permit applied for by Baltimore County



William Morgante, PWS  
Wetlands Administrator

State of Maryland  
**Board of Public Works**

Wetlands Administration

80 Calvert Street, Room 117, Annapolis, Maryland 21401  
410-260-7791

Wes Moore  
Governor

Dereck E. Davis  
Treasurer

Brooke Lierman  
Comptroller

John T. Gontrum, Esq.  
Executive Secretary

**WETLAND LICENSE NO. 24-1121**  
**BALTIMORE COUNTY DEPT OF ENVIRONEMTNAL**  
**PROTECTION AND SUSTAINABILITY**

The Maryland Board of Public Works authorizes you to:

- I. Mechanically maintenance dredge a 209,130 square foot (6.65 acres) channel in shallow creek resulting in 26,865 cubic yards of dredged material. The dredging will extend a total of 5,940 linear feet and will be separated into the following four segments of varying lengths, widths and depths:
  - a. Segment A: Maintenance dredge a 4,000-foot long by 50-foot wide channel to a depth of 5.5 feet at mean low water.
  - b. Segment B: Maintenance dredge a 1,140-foot long by 40-foot wide channel to a depth of 5.5 feet at mean low water.
  - c. Segment C: Maintenance dredge a 100-foot long by 100-foot wide channel to a depth of 5.5 feet at mean low water.
  - d. Segment D: Maintenance dredge a 700-foot long by 40-foot wide channel to a depth of 4.5 feet at mean low water.
- II. Mechanically maintenance dredge 15,766 square feet of residential spurs with various lengths, widths and depths resulting in a total of 1,596 cubic yards of dredged material. The 8 residential spurs will be dredged as follows:
  - a. Spur 1: Maintenance dredge a 2,522 square foot spur channel to a depth of 4 feet at mean low water, resulting in 420 cubic yards of dredged material.
  - b. Spur 2: Maintenance dredge a 3,754 square foot spur channel to a depth of 5 feet at mean low water, resulting in 420 cubic yards of dredged material.
  - c. Spur 3: Maintenance dredge a 4,161 square foot spur channel to a depth of 5 feet at mean low water, resulting in 480 cubic yards of dredged material.
  - d. Spur 4: Maintenance dredge 1,408 square feet of spur channel to a depth of 4 feet at mean low water, resulting in 108 cubic yards of dredged material.
  - e. Spur 5: Maintenance dredge 1,343 square feet of spur channel to a depth of 4 feet at mean low water, resulting in 94 cubic yards of dredged material.
  - f. Spur 6: Maintenance dredge 478 square feet of spur channel to a depth of 4.5 feet at mean low water, resulting in 53 cubic yards of dredged material.

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- g. Spur 7: Maintenance dredged 1,110 square feet of spur channel to a depth of 4.5 feet at mean low water, resulting in 123 cubic yards of dredged material.
- h. Spur 8: Maintenance dredge 918 square feet of spur channel to a depth of 4.5 feet at mean low water, resulting in 125 cubic yards of dredged material.
- III. Transport and deposit a total of 28,461 cubic yards of dredged material at Cox Creek DMCF; and provide maintenance dredging for 6 years.

*Shallow Creek, surrounding Denton Ave, Sparrows Point, Baltimore County, Maryland*

Issuance of this Tidal Wetlands License constitutes the State's determination that the authorized activities are consistent with the Maryland Coastal Zone Management Program (CZMP), as required by Section 307 of the Federal Coastal Zone Management Act of 1972, as amended [16 U.S.C. §1456]. Accordingly, the State concurs with the Licensee's certification in the Joint Permit Application that the project complies with and will be conducted in a manner consistent with the Maryland CZMP.

**THIS LICENSE AUTHORIZES YOU TO PERFORM THE WORK ONLY IF YOU COMPLY WITH THE FOLLOWING SPECIAL CONDITION(S):**

- A. The Licensee shall not perform any in-water work from April 15th through October 15th of any year due to the presence of submerged aquatic vegetation.

**THIS LICENSE AUTHORIZES YOU TO PERFORM THE WORK ONLY IF YOU COMPLY WITH THE FOLLOWING STANDARD CONDITIONS:**

- 1. Licensee shall conduct the authorized work in accordance with the plans and drawings dated as accepted by MDE on January 23, 2025, which are hereby incorporated into this License.
- 2. Until the authorized work is complete, Licensee shall have available at the site a copy of this License including the plans and drawings.
- 3. This License constitutes Maryland's authorization to conduct the authorized work under the State Tidal Wetlands Law. This License does not bestow any other federal, State, or local government authorization.
- 4. Licensee shall have all proposed work above Mean High Water reviewed and authorized by the local county Department of Planning and Zoning or applicable agency.
- 5. Licensee shall notify MDE's Compliance Program by BOTH phone AND in writing of the following:
  - (a) start date at least five business days before beginning work; and
  - (b) completion date no more than five business days after project completion.

Central Division: 410-537-3510 1800 Washington Blvd, Baltimore, MD 21230
- 6. Licensee shall comply with any regulations, conditions, or instructions issued by MDE, including any Water Quality Certification issued with respect to the authorized work.
- 7. Licensee shall conduct the authorized work in accordance with Critical Area Commission requirements. This License does not authorize disturbance in the Buffer. If authorized work will disturb the Buffer, Licensee shall have a Commission-approved or locally approved Buffer Management Plan before beginning the authorized work.

“Buffer” means the 100-foot Critical Area Buffer and any expanded area that is immediately landward of the mean high-water line of the tidal waters or is immediately landward of tidal wetlands. The Buffer includes expanded contiguous area if the contiguous area includes steep slopes, hydric soil, or highly erodible soil, or otherwise meets the criteria of COMAR 27.01.09.01.E(7). “Disturbance” means any alteration or change to the land including any amount of clearing. Clearing includes vegetation removal, grading, and construction activity.


8. Licensee may not fill, dredge, or otherwise alter or destroy tidal marsh or its vegetation unless this License specifically authorizes the activity.
9. Licensee may not stockpile material in State tidal wetlands/State tidal waters of the U.S.
10. Licensee shall allow unfettered public use of State wetlands/State tidal waters of the U.S.
11. This License does not transfer a property interest of the State.
12. Licensee shall file a Miss Utility ticket for the proposed work at least 10 days before beginning work. *Miss Utility: 800-257-7777*
13. Licensee shall ensure that structures (for example, piers and piles) removed from the site are taken to an upland disposal facility approved by MDE’s Compliance Program.
14. If the authorized work impacts more than 5,000 square feet or includes 100 or more cubic yards of fill, Licensee shall conduct the authorized work in accordance with a locally approved Soil Erosion and Sediment Control Plan.
15. If the authorized work is not performed by the property owner, all work performed under this Tidal Wetlands License shall be conducted by a marine contractor licensed by the Marine Contractors Licensing Board (MCLB) in accordance with Title 17 of the Environment Article of Annotated Code of Maryland. A list of licensed marine contractors may be obtained by contacting the MCLB at 410-537-3249, by email at MDE.MCLB@maryland.gov or by accessing the Maryland Department of the Environment, Environmental Boards webpage.
16. Licensee shall allow State officials and employees to make inspections at reasonable times and cooperate with those inspections.
17. This License is granted only to the Licensee. Licensee may transfer the license only with written approval from the Board of Public Works. If the Board of Public Works approves the transfer, the transferee is subject to all License terms and conditions.
18. Licensee shall indemnify, defend, and save harmless the State of Maryland, its officials, officers, and employees from and against any and all liability, suits, claims, and actions of whatever kind, caused by or arising from, the work this License authorizes.
19. The Board of Public Works or its Wetlands Administrator may modify, suspend, or revoke this License in its reasonable discretion. Licensee shall promptly comply upon notice of any such action. July 14, 2031.
20. This License expires  
If the authorized work is not completed by the expiration date, all activity must stop.  
Note: A three-year license may be renewed for one additional three-year term if the Licensee requests an extension before the expiration date and all other conditions are met. A six-year license may not be renewed; instead, Licensee must reapply to MDE for a new license. Contact the Board of Public Works to determine if this License may be extended.  
*Board of Public Works: 410-260-7791*
21. In conducting work authorized under this license, licensee may not cause injury to private property; invade the rights of others; or infringe any federal, state, or local laws or regulations.

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Baltimore Co Dept of Env Protection & Sustainability

22. Licensee shall maintain any authorize structure in good condition and perform the authorized activity in a workmanlike manner in accordance with this license.
23. In conducting work authorized under this license, licensee shall eliminate or minimize adverse effects on fish, wildlife, and the natural environment.

By the authority of the Board of Public Works:

DocuSigned by:  
  
 William Morgante  
 Wetlands Administrator

July 14, 2025


Effective Date:

Approved as: Secretary's Agenda Item 16

Board of Public Works Meeting Date: July 2, 2025

**I accept this License and all its conditions.**

7/14/2025  
 Date

Signed by:  
  
 Licensee (Signature)

David Riter

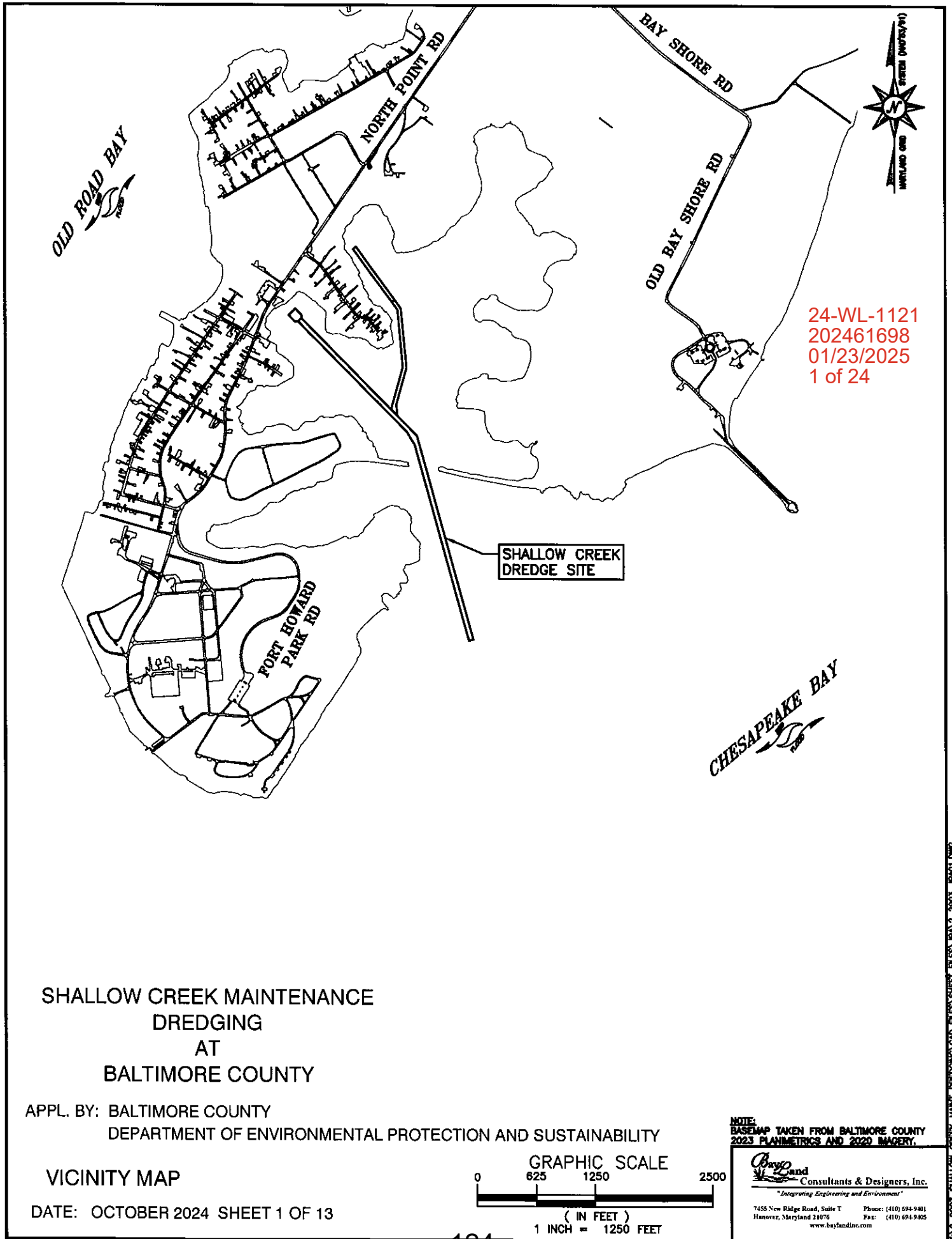
Name (Printed)

Waterway Restoration Supervisor

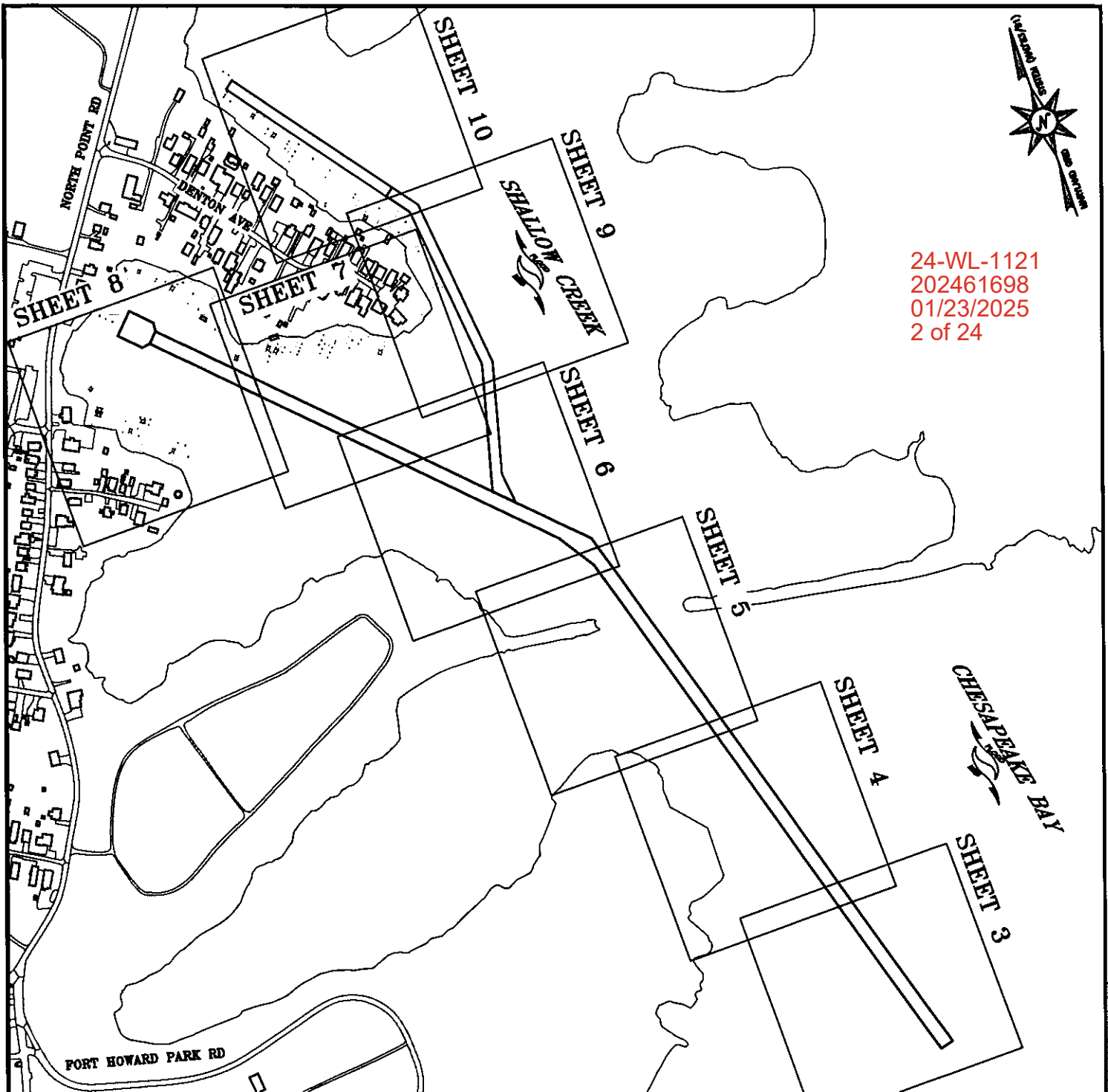
Title

driter@baltimorecountymd.gov

Email (to receive completed license)







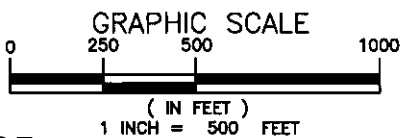
24-WL-1121  
202461698  
01/23/2025  
2 of 24

# SHALLOW CREEK MAINTENANCE DREDGING AT BALTIMORE COUNTY

APPL. BY: BALTIMORE COUNTY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

KEY SHEET

DATE: OCTOBER 2024 SHEET 2 OF 13



**Bay and**  
Consultants & Designers, Inc.  
"Integrating Engineering and Environment"  
7455 New Ridge Road, Suite T Phone: (410) 694-9401  
Hanover, Maryland 21076 Fax: (410) 694-9405  
www.bayandinc.com

**MATCHLINE REFER TO SHEET 4**

24-WL-1121  
202461698  
01/23/2025  
3 of 24



**MAIN CHANNEL SEGMENT "A"**  
4000'X50' TO -5.5' MLW  
CHANNEL OUTLINE REPRESENTS BOTTOM WIDTH.  
FOR TOTAL IMPACT SEE TYPICAL CROSS  
SECTION AND CHANNEL DATA TABLE.

**PREVIOUS DREDGING LIMITS**  
WL-08-1455.



**LEGEND**

- PREVIOUSLY DREDGED CHANNEL
- PROPOSED COUNTY CHANNEL
- SOUNDINGS
- PROPOSED CHANNEL DEPTH
- PROPOSED SEDIMENT SAMPLE LOCATION
- PROPOSED SPUR CHANNEL
- SPUR NUMBER
- EXISTING SHORELINE
- APPROX. PROPERTY LINES
- EXISTING BOAT LIFT
- EXISTING PILING
- PROPOSED PILING

**SAV LEGEND**

- COMPOSITE SAV BED FROM SPRING AND SUMMER SAV SURVEY 2023
- SPRING SURVEY DATE: MAY 26, 2023
- SUMMER SURVEY DATE: AUGUST 11, 2023

**LEGEND**

- RED DAY MARKER (RDM)
- GREEN DAY MARKER
- LIGHT MARKER (RNB/GNB)
- RED CAN BUOY MARKER (RBN)

**NOTE:**  
BASEMAP TAKEN FROM BALTIMORE COUNTY  
2018 PLANIMETRICS AND 2023 IMAGERY.

**Hayland**  
Consultants & Designers, Inc.  
"Integrating Engineering and Environment"  
1455 New Ridge Road, Suite T Phone: (410) 694-9401  
Hanover, Maryland 21076 Fax: (410) 694-9405  
www.haylandinc.com

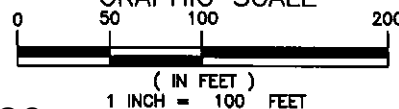
**SHALLOW CREEK MAINTENANCE  
DREDGING  
AT  
BALTIMORE COUNTY**

APPL. BY: BALTIMORE COUNTY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

**CHANNEL PLANS**

DATE: OCTOBER 2024 SHEET 3 OF 13

**GRAPHIC SCALE**



MATCHLINE REFER TO SHEET 5

24-WL-1121  
202461698  
01/23/2025  
4 of 24



MAIN CHANNEL SEGMENT "A"  
4000'X50' TO -5.5' MLW  
CHANNEL OUTLINE REPRESENTS BOTTOM WIDTH.  
FOR TOTAL IMPACT SEE TYPICAL CROSS  
SECTION AND CHANNEL DATA TABLE.

CHESAPEAKE BAY

EX. MLW

PREVIOUS DREDGING LIMITS  
WL-08-1455.

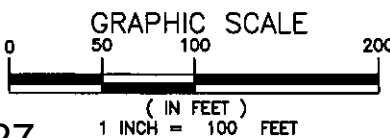
MATCHLINE REFER TO SHEET 3

# SHALLOW CREEK MAINTENANCE DREDGING AT BALTIMORE COUNTY

APPL. BY: BALTIMORE COUNTY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

## CHANNEL PLANS

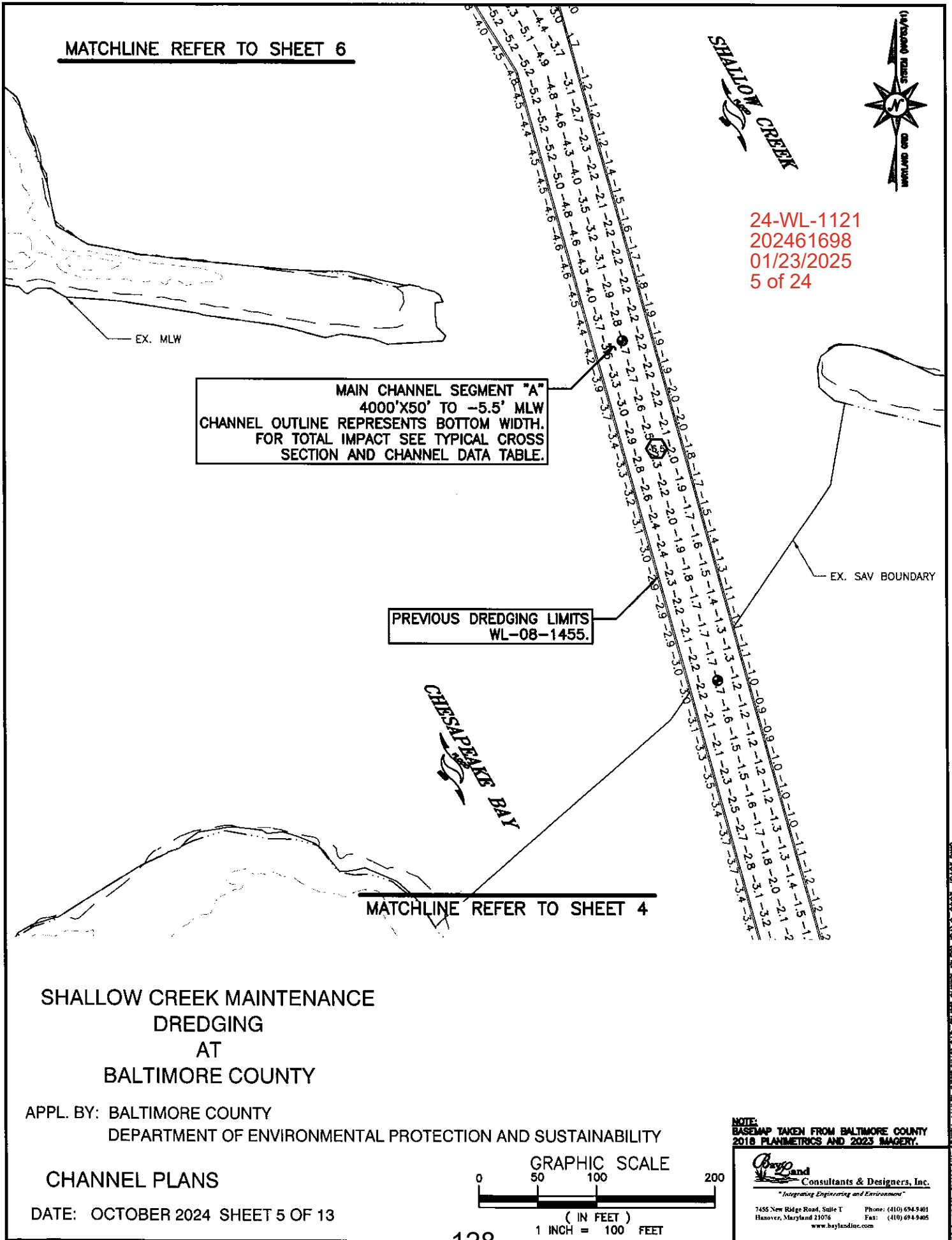
DATE: OCTOBER 2024 SHEET 4 OF 13



NOTE:  
BASEMAP TAKEN FROM BALTIMORE COUNTY  
2018 PLANIMETRICS AND 2023 IMAGERY.

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MATCHLINE REFER TO SHEET 9

MATCHLINE REFER TO SHEET 7

PREVIOUS DREDGING LIMITS  
WL-08-1455.

SHALLOW CREEK



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202461698  
01/23/2025  
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MAIN CHANNEL SEGMENT "A"  
4000'X50' TO -5.5' MLW  
CHANNEL OUTLINE REPRESENTS BOTTOM WIDTH.  
FOR TOTAL IMPACT SEE TYPICAL CROSS  
SECTION AND CHANNEL DATA TABLE.

MAIN CHANNEL SEGMENT "B"  
1,140'X40' TO -5.5' MLW  
CHANNEL OUTLINE REPRESENTS  
BOTTOM WIDTH. FOR TOTAL  
IMPACT SEE TYPICAL CROSS  
SECTION AND CHANNEL DATA  
TABLE.

EX. MLW

PREVIOUS DREDGING LIMITS  
WL-08-1455.

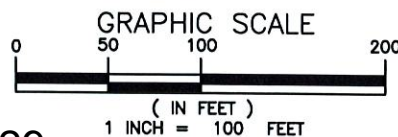
MATCHLINE REFER TO SHEET 5

# SHALLOW CREEK MAINTENANCE DREDGING AT BALTIMORE COUNTY

APPL. BY: BALTIMORE COUNTY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

## CHANNEL PLANS

DATE: OCTOBER 2024 SHEET 6 OF 13

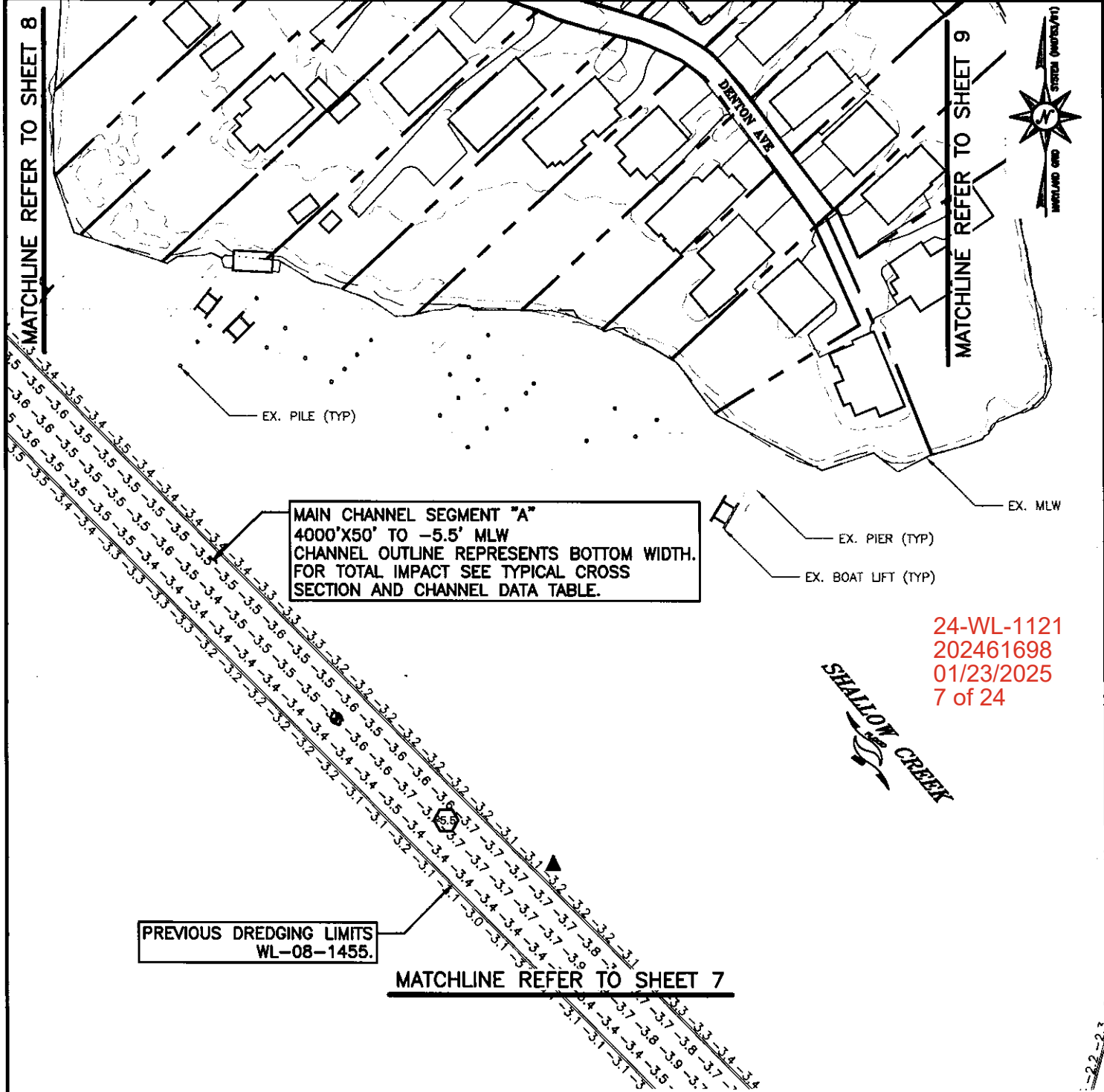


NOTE:  
BASEMAP TAKEN FROM BALTIMORE COUNTY  
2018 PLANIMETRICS AND 2023 IMAGERY.

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202461698  
01/23/2025  
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SHALLOW CREEK

# SHALLOW CREEK MAINTENANCE DREDGING AT BALTIMORE COUNTY

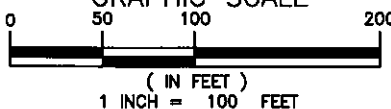
APPL. BY: BALTIMORE COUNTY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

## CHANNEL PLANS

DATE: OCTOBER 2024 SHEET 7 OF 13

MATCHLINE REFER TO SHEET 7

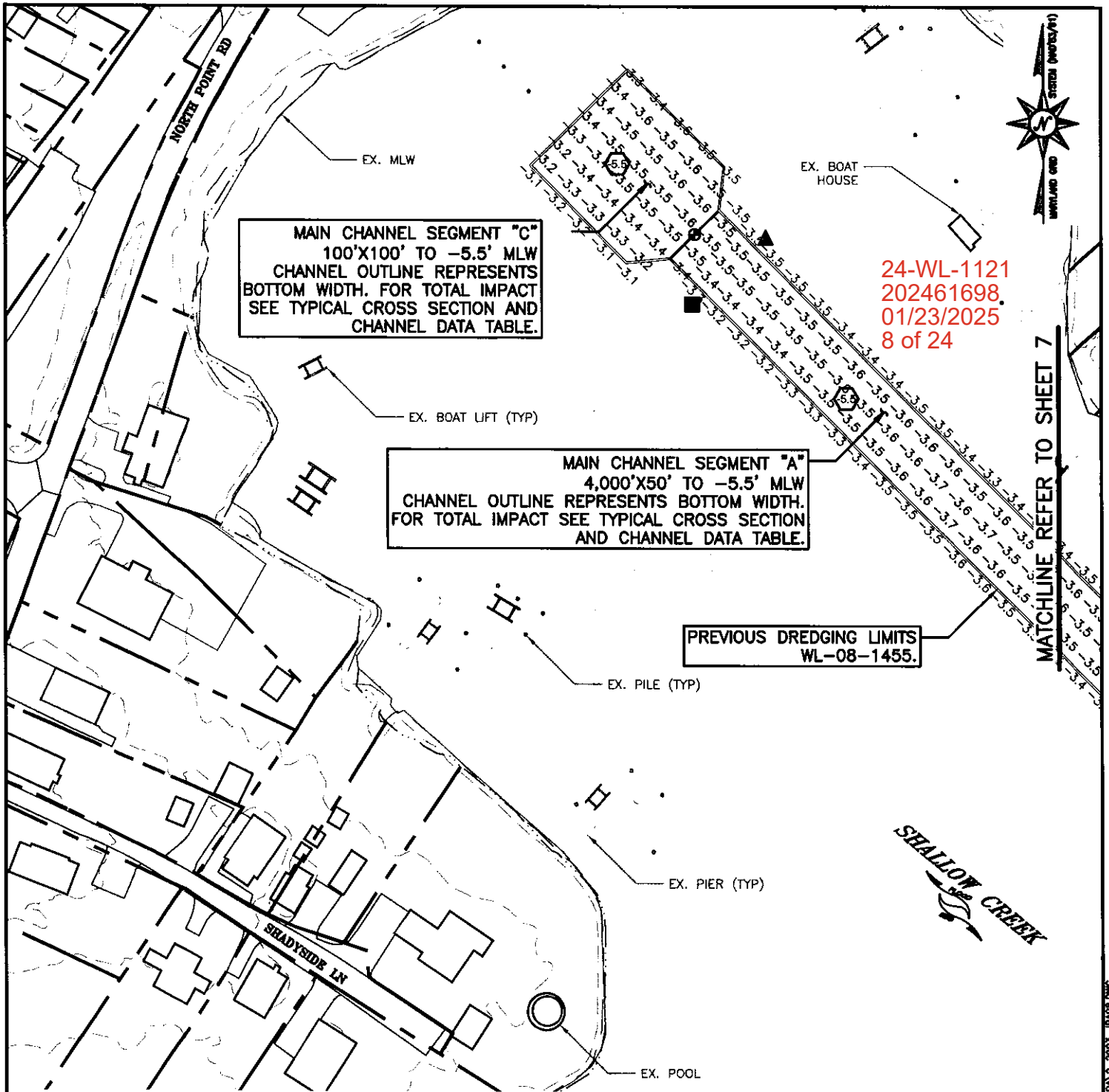
GRAPHIC SCALE



**NOTE:**  
BASEMAP TAKEN FROM BALTIMORE COUNTY  
2018 PLANIMETRICS AND 2023 IMAGERY.

**Bryce Land**  
Consultants & Designers, Inc.  
*"Integrating Engineering and Environment"*

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Hanover, Maryland 21076 Fax: (410) 694-9405  
[www.baylandinc.com](http://www.baylandinc.com)



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202461698.  
01/23/2025  
8 of 24

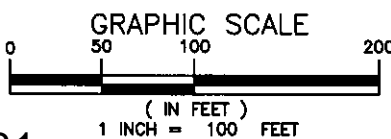
MATCHLINE REFER TO SHEET 7

# SHALLOW CREEK MAINTENANCE DREDGING AT BALTIMORE COUNTY

APPL. BY: BALTIMORE COUNTY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

## CHANNEL PLANS

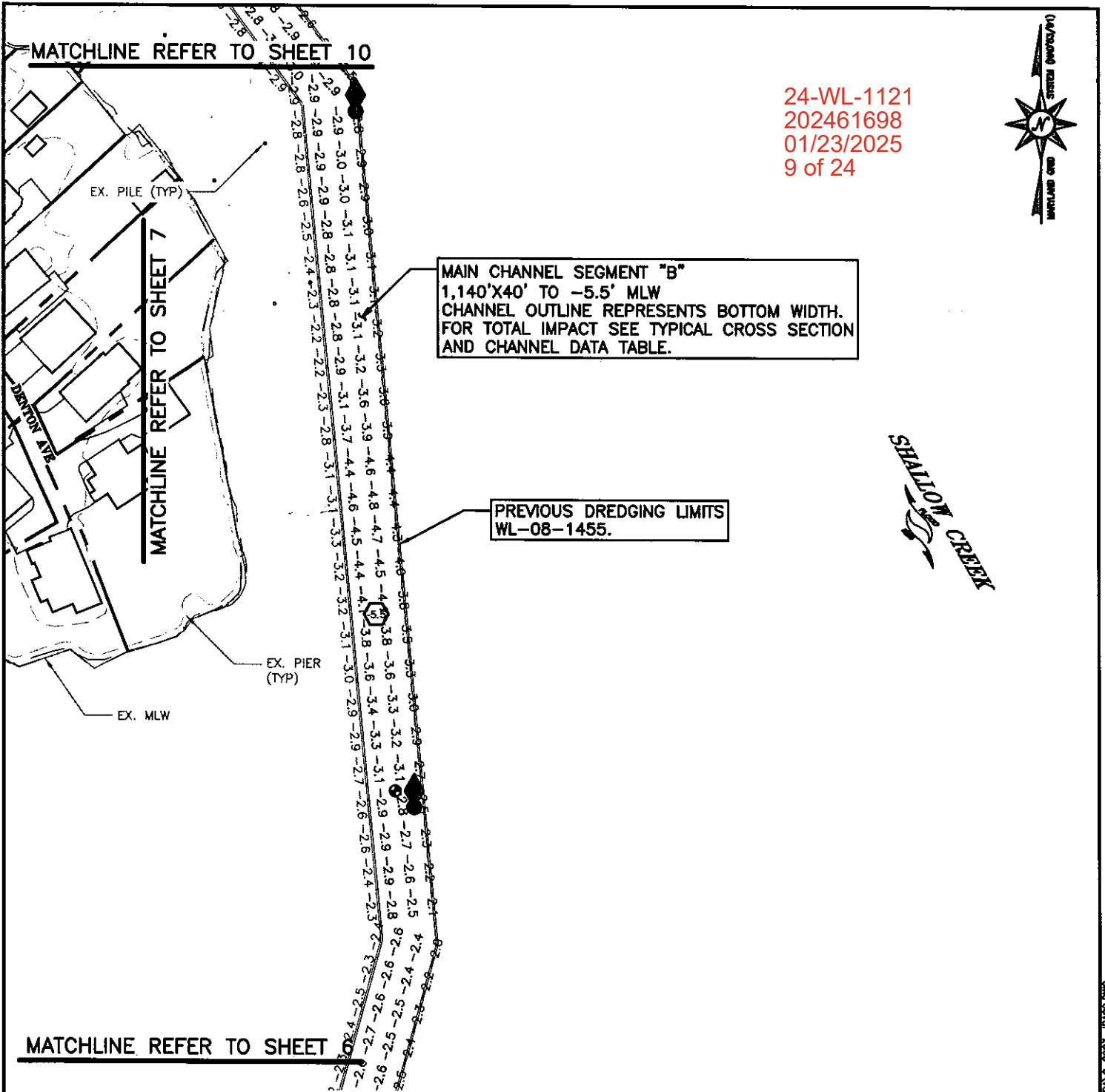
DATE: OCTOBER 2024 SHEET 8 OF 13



**NOTE:**  
BASEMAP TAKEN FROM BALTIMORE COUNTY  
2018 PLANIMETRICS AND 2023 IMAGERY.

**BayLand**  
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202461698  
01/23/2025  
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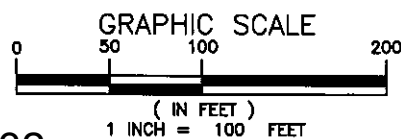
SHALLOW CREEK

# SHALLOW CREEK MAINTENANCE DREDGING AT BALTIMORE COUNTY

APPL. BY: BALTIMORE COUNTY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

## CHANNEL PLANS

DATE: OCTOBER 2024 SHEET 9 OF 13



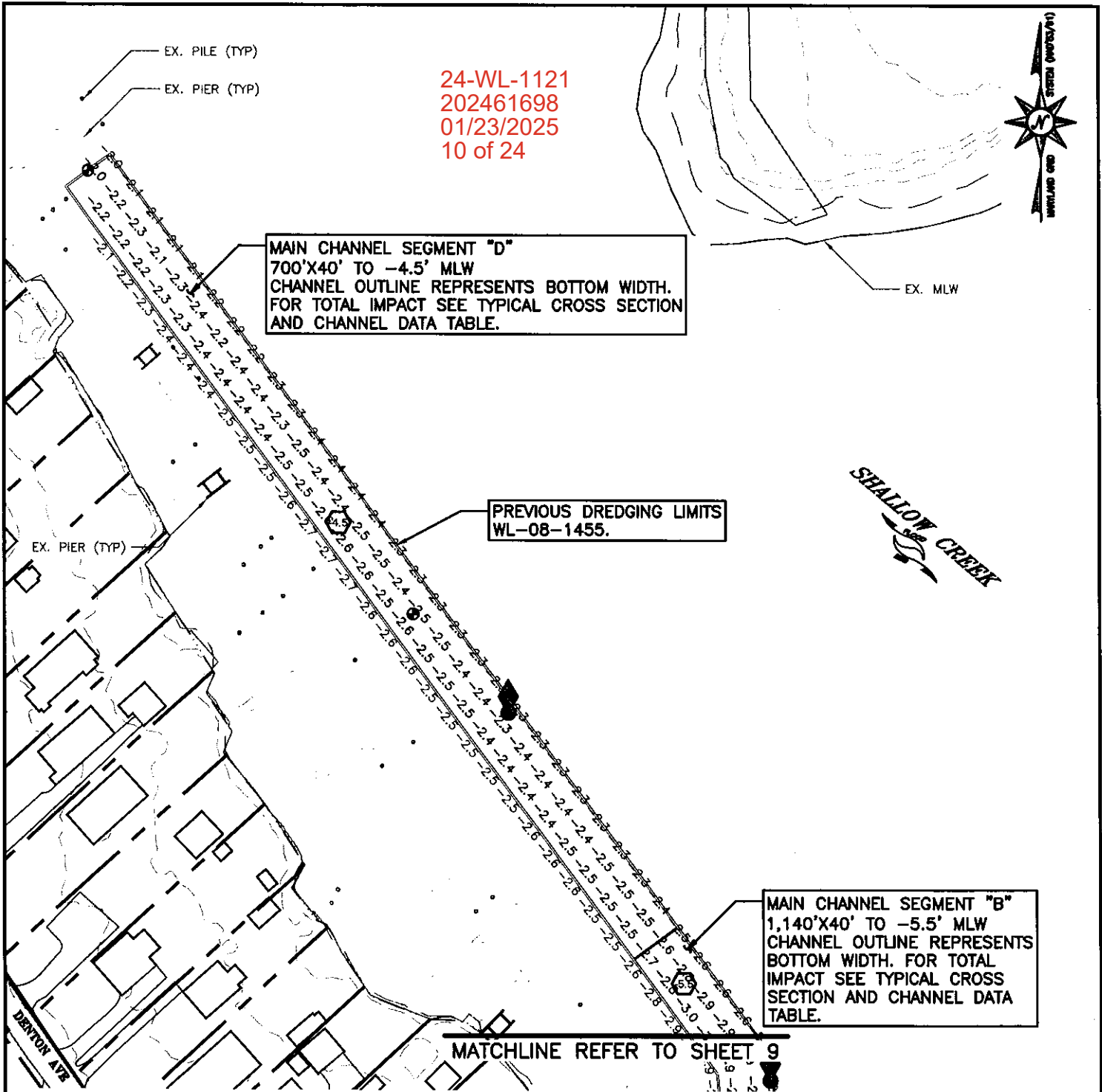
NOTE:  
BASEMAP TAKEN FROM BALTIMORE COUNTY  
2018 PLANIMETRICS AND 2023 IMAGERY.

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202461698  
01/23/2025  
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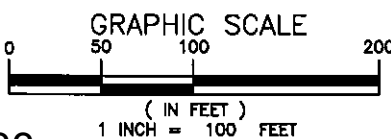


# SHALLOW CREEK MAINTENANCE DREDGING AT BALTIMORE COUNTY

APPL. BY: BALTIMORE COUNTY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

## CHANNEL PLANS

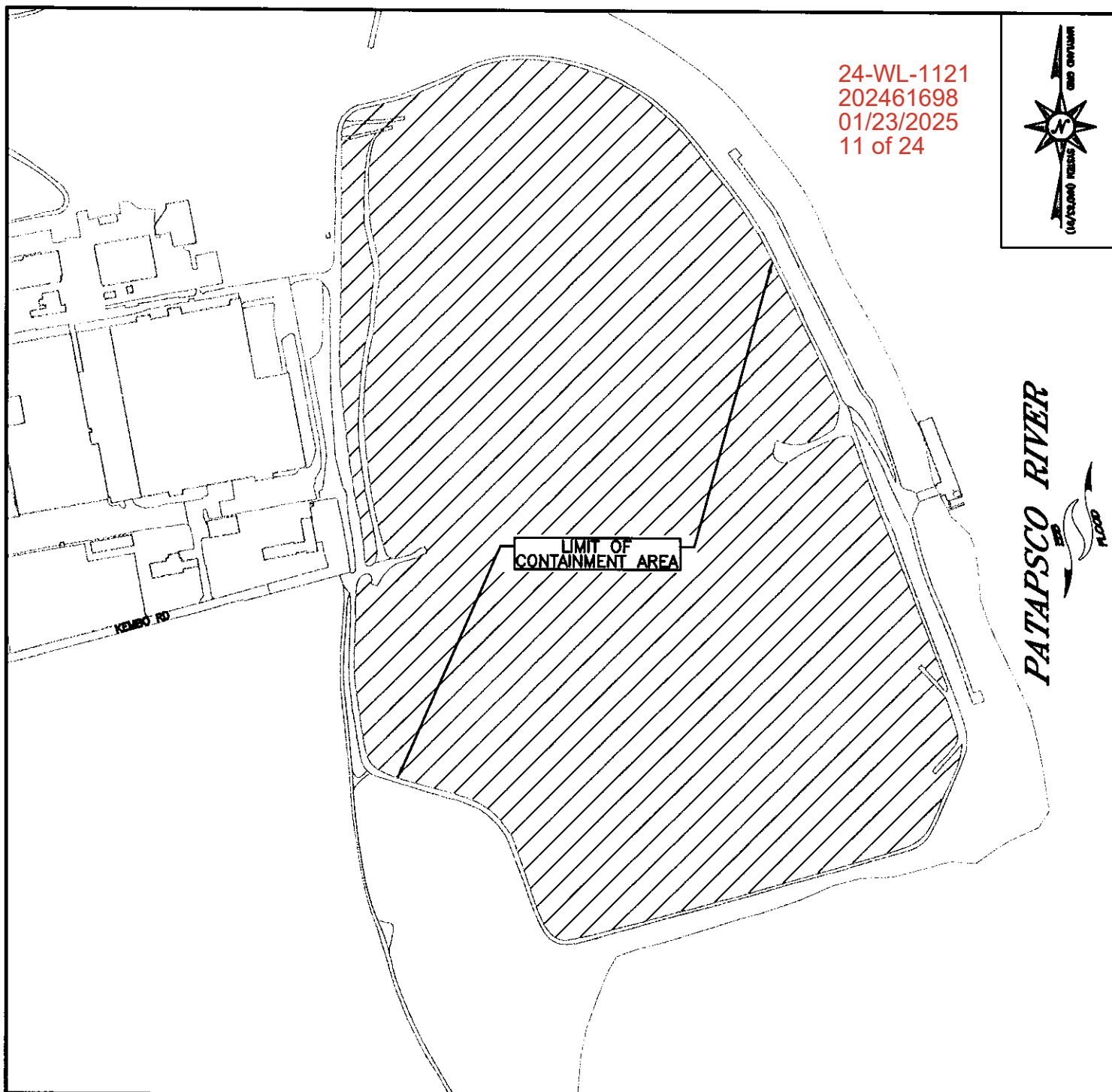
DATE: OCTOBER 2024 SHEET 10 OF 13



NOTE:  
BASEMAP TAKEN FROM BALTIMORE COUNTY  
2018 PLANIMETRICS AND 2023 IMAGERY.

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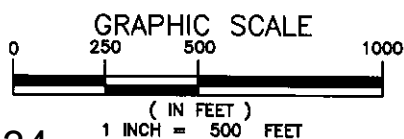


SHALLOW CREEK MAINTENANCE  
DREDGING  
AT  
BALTIMORE COUNTY

APPL. BY: BALTIMORE COUNTY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

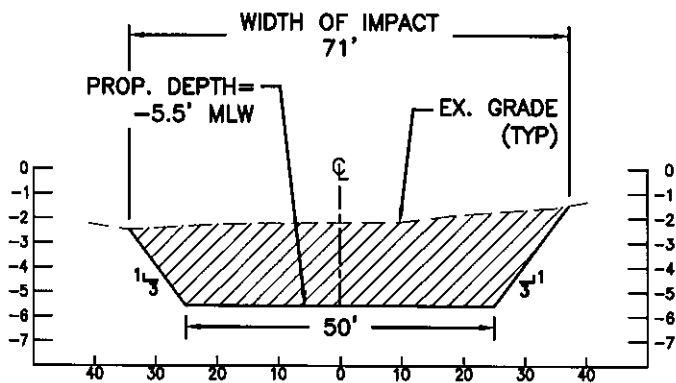
COX CREEK DMCF

DATE: OCTOBER 2024 SHEET 11 OF 13



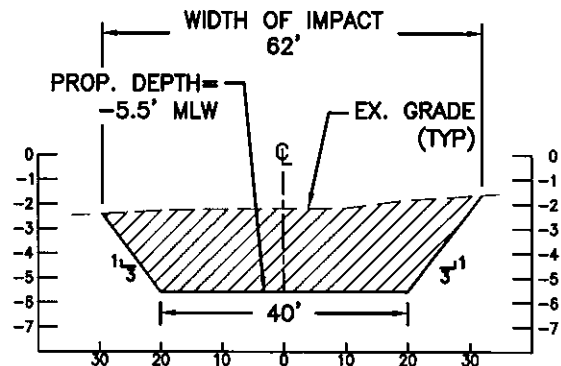
**Bayland**  
Consultants & Designers, Inc.  
"Integrating Engineering and Environment"

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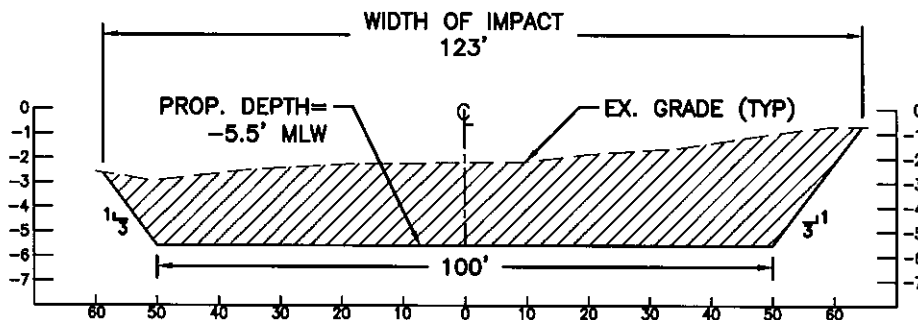
**SECTION A-A**

SCALE: NTS



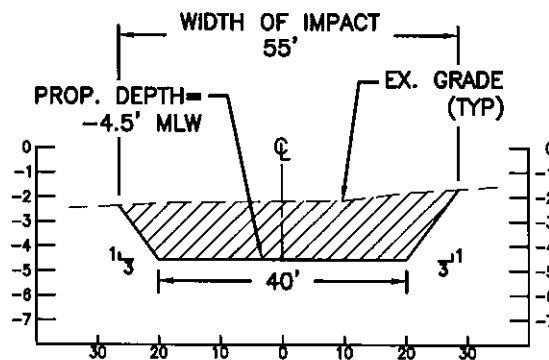
**SECTION B-B**

SCALE: NTS



**SECTION C-C**

SCALE: NTS



**SECTION D-D**

SCALE: NTS

24-WL-1121  
202461698  
01/23/2025  
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SHALLOW CREEK MAINTENANCE  
DREDGING  
AT  
BALTIMORE COUNTY

APPL. BY: BALTIMORE COUNTY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

CHANNEL DETAILS

DATE: OCTOBER 2024 SHEET 12 OF 13

**Kayland**  
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"Integrating Engineering and Environment"  
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www.kaylandinc.com

24-WL-1121  
202461698  
01/23/2025  
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CHANNEL DETAILS				
SEGMENT	LENGTH (FT)	WIDTH (FT)	DEPTH (FT)	VOLUME (CY)
A	4,000	50	-5.5	18,221
B	1,140	40	-5.5	5,131
C	100	100	-5.5	980
D	700	40	-4.5	2,533
TOTAL MAIN CHANNEL LENGTH				5,940 LF
TOTAL MAIN CHANNEL VOLUME				26,865 CY
TOTAL MAIN CHANNEL AREA OF IMPACT				291,130 SF = 6.68 AC
TOTAL NEW AREA OF DREDGING				0 SF = 0.0 AC
TOTAL MAIN CHANNEL AREA OF IMPACT TO 2023 SAV				209,127 SF = 4.80 AC

**NOTES:**

1. BASEMAP COMPILED FROM BALTIMORE COUNTY 2023 PLANIMETRICS AND 2020 IMAGERY.
2. TIDAL RANGE IS 1.0 FEET.
3. BATHYMETRY FROM BAYLAND SURVEY DATED DECEMBER 28, 2023. COMPOSITE SAV BED FROM BAYLAND SPRING AND SUMMER SURVEYS DATED MAY 26, 2023 AND AUGUST 11, 2023.
4. SOUNDINGS ARE IN FEET AND REFER TO MLW.
5. THE SHALLOW CREEK CHANNEL PROPOSED FOR MAINTENANCE DREDGING WAS PREVIOUSLY PERMITTED UNDER MDE PERMIT 08-WL-1455 / USACE PERMIT NAB-2008-01942-M22.
6. THESE ARE PERMIT DRAWINGS ONLY. DESIGN DRAWINGS WILL BE PREPARED SEPARATELY.

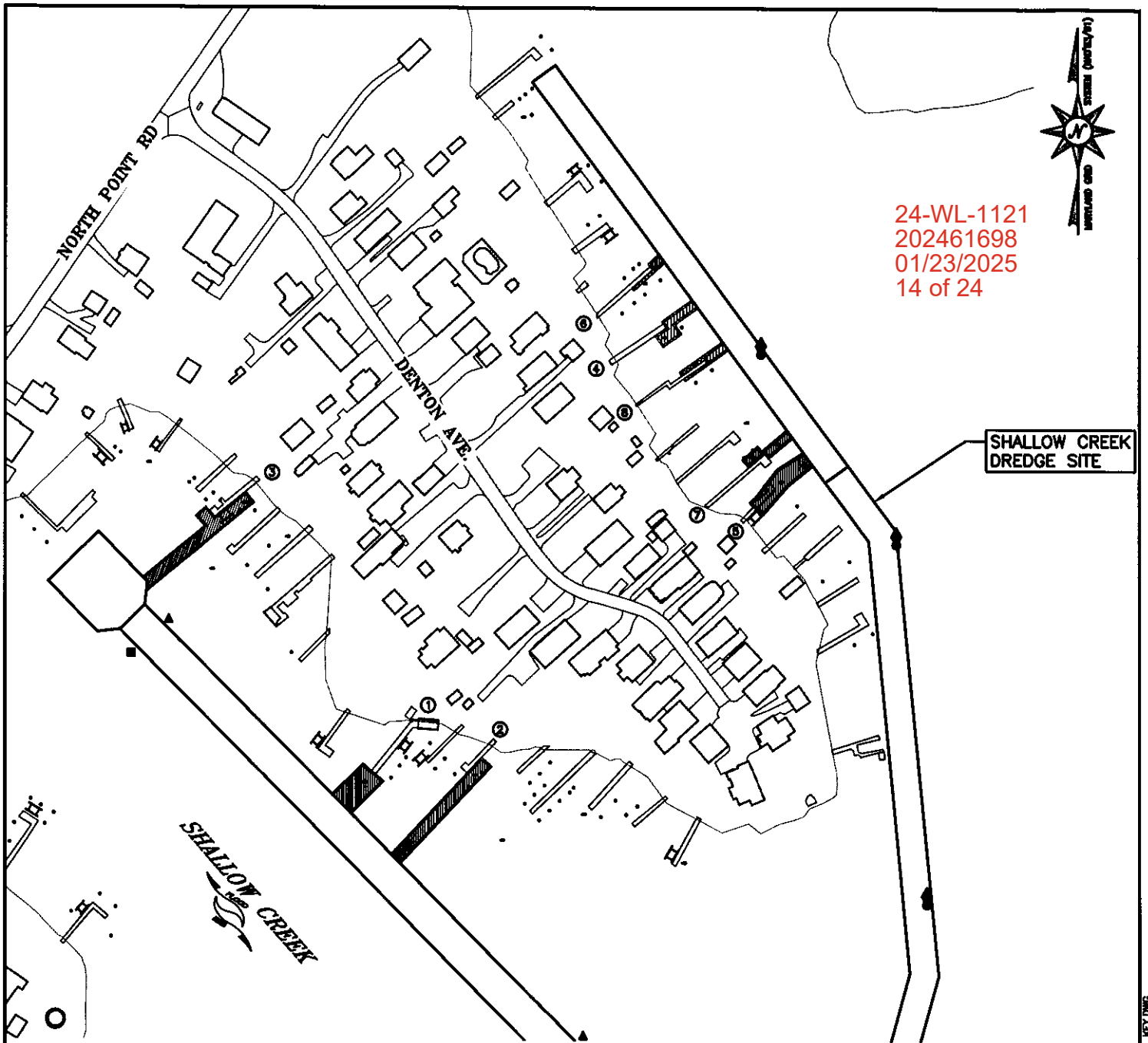
SHALLOW CREEK MAINTENANCE  
DREDGING  
AT  
BALTIMORE COUNTY

APPL. BY: BALTIMORE COUNTY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

**CHANNEL DETAILS**

DATE: OCTOBER 2024 SHEET 13 OF 13





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202461698  
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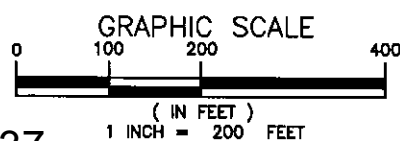
SHALLOW CREEK  
DREDGE SITE

# SHALLOW CREEK MAINTENANCE DREDGING AT BALTIMORE COUNTY

APPL. BY: BALTIMORE COUNTY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

SPUR KEY SHEET

DATE: OCTOBER 2024



NOTE:  
BASEMAP TAKEN FROM BALTIMORE COUNTY  
2023 PLANIMETRICS AND 2020 IMAGERY.

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202461698  
01/23/2025  
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## SHALLOW CREEK MAINTENANCE DREDGING SPUR DESCRIPTIONS

**#1 (Walter & Charmiel Gietka/Dredging):** To mechanically maintenance dredge in Shallow Creek, Baltimore County at 7831 Denton Ave. approximately 2,522 square feet (SF) to a maximum of -4.0 feet deep mean low water (MLW), to deposit approximately 193 cubic yards (CY) of dredged material at the County's approved Cox Creek DMCF Site or another approved DMP site, to provide for maintenance dredging for 6 years.

**#2 (Joseph & Karen Frank/Dredging):** To mechanically maintenance dredge in Shallow Creek, Baltimore County at 7835 Denton Ave. approximately 3,754 SF to a maximum of -5.0 feet deep MLW, to deposit approximately 420 CY of dredged material at the County's approved Cox Creek DMCF Site or another approved DMP site, to provide for maintenance dredging for 6 years.

**#3 (John Grace/Dredging):** To mechanically maintenance dredge in Shallow Creek, Baltimore County at 7815 Denton Ave. approximately 4,161 SF to a maximum of -5.0 feet deep MLW, to deposit approximately 480 CY of dredged material at the County's approved Cox Creek DMCF Site or another approved DMP site, to provide for maintenance dredging for 6 years.

**#4 (David & Lisa Grammer/Dredging):** To mechanically maintenance dredge in Shallow Creek, Baltimore County at 7824 Denton Ave. approximately 1,408 SF to a maximum of -4.0 feet deep MLW, to deposit approximately 108 CY of dredged material at the County's approved Cox Creek DMCF Site or another approved DMP site, to provide for maintenance dredging for 6 years.

**#5 (Michael Karmazyn/Dredging):** To mechanically maintenance dredge in Shallow Creek, Baltimore County at 7836 Denton Ave. approximately 2,758 SF to a maximum of -4.0 feet deep MLW, to deposit approximately 184 CY of dredged material at the County's approved Cox Creek DMCF Site or another approved DMP site, to provide for maintenance dredging for 6 years.

**#6 (John Capps/Dredging):** To mechanically maintenance dredge in Shallow Creek, Baltimore County at 7822 Denton Ave. approximately 478 SF to a maximum of -4.5 feet deep MLW, to deposit approximately 53 CY of dredged material at the County's approved Cox Creek DMCF Site or another approved DMP site, to provide for maintenance dredging for 6 years.

**#7 (Joseph & Karen Frank/Dredging):** To mechanically maintenance dredge in Shallow Creek, Baltimore County at 7834 Denton Ave. approximately 1,110 SF to a maximum of -4.5 feet deep MLW, to deposit approximately 123 CY of dredged material at the County's approved Cox Creek DMCF Site or another approved DMP site, to provide for maintenance dredging for 6 years.

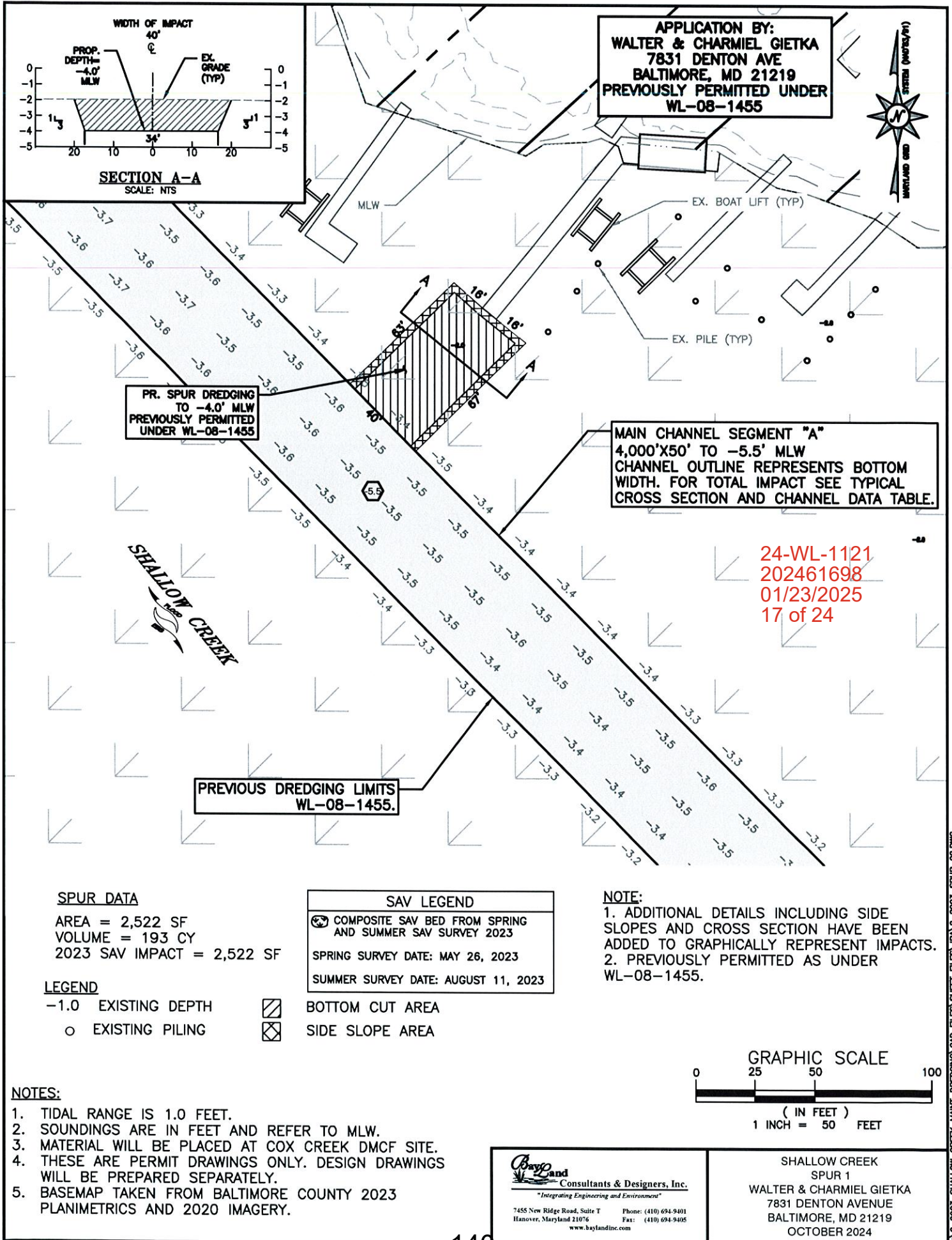
24-WL-1121  
 202461698  
 01/23/2025  
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**#8 (Rosa McVey/Dredging):** To mechanically maintenance dredge in Shallow Creek, Baltimore County at 7828 Denton Ave. approximately 918 SF to a maximum of -4.5 feet deep MLW, to deposit approximately 125 CY of dredged material at the County's approved Cox Creek DMCF Site or another approved DMP site, to provide for maintenance dredging for 6 years.

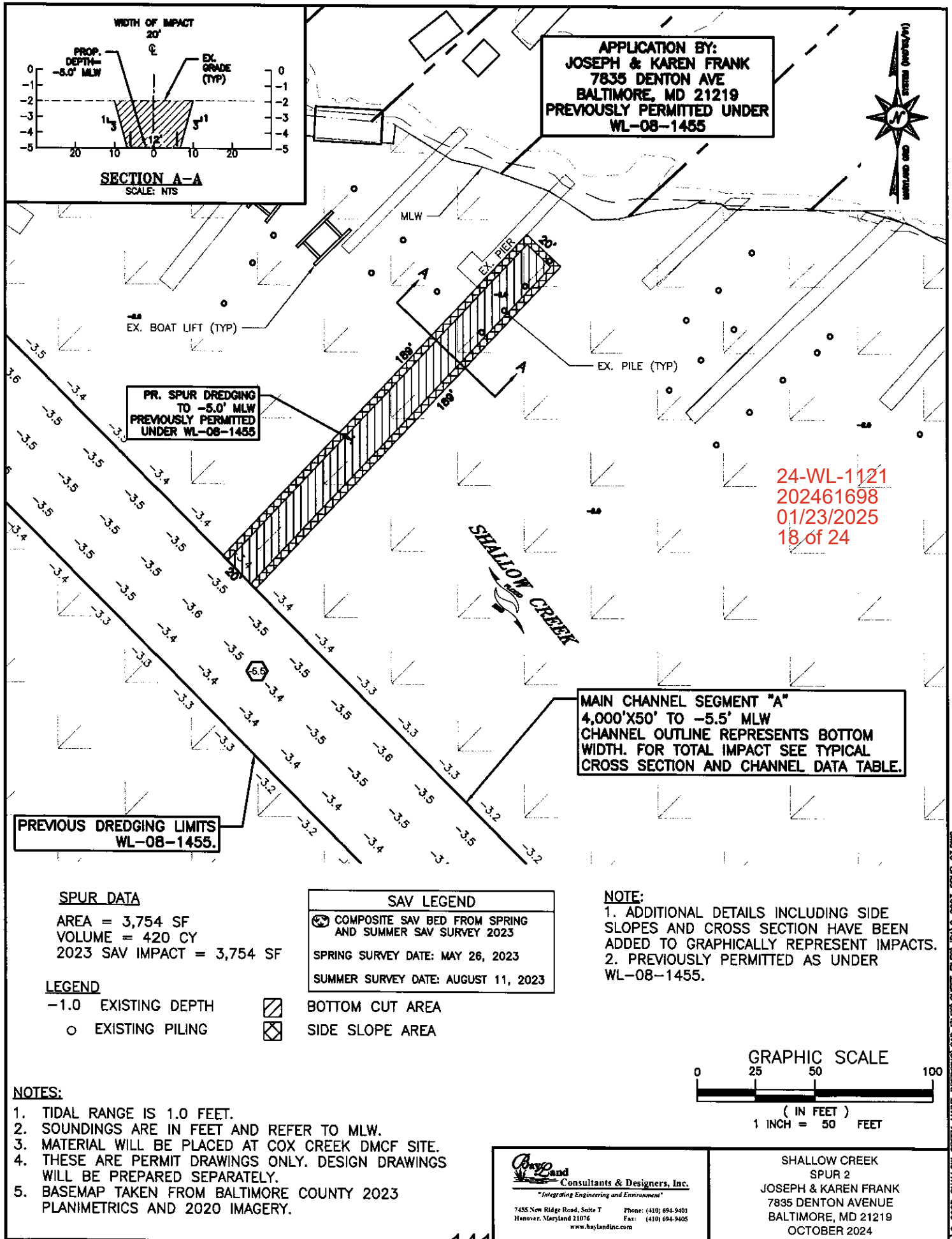
#### Spur Details

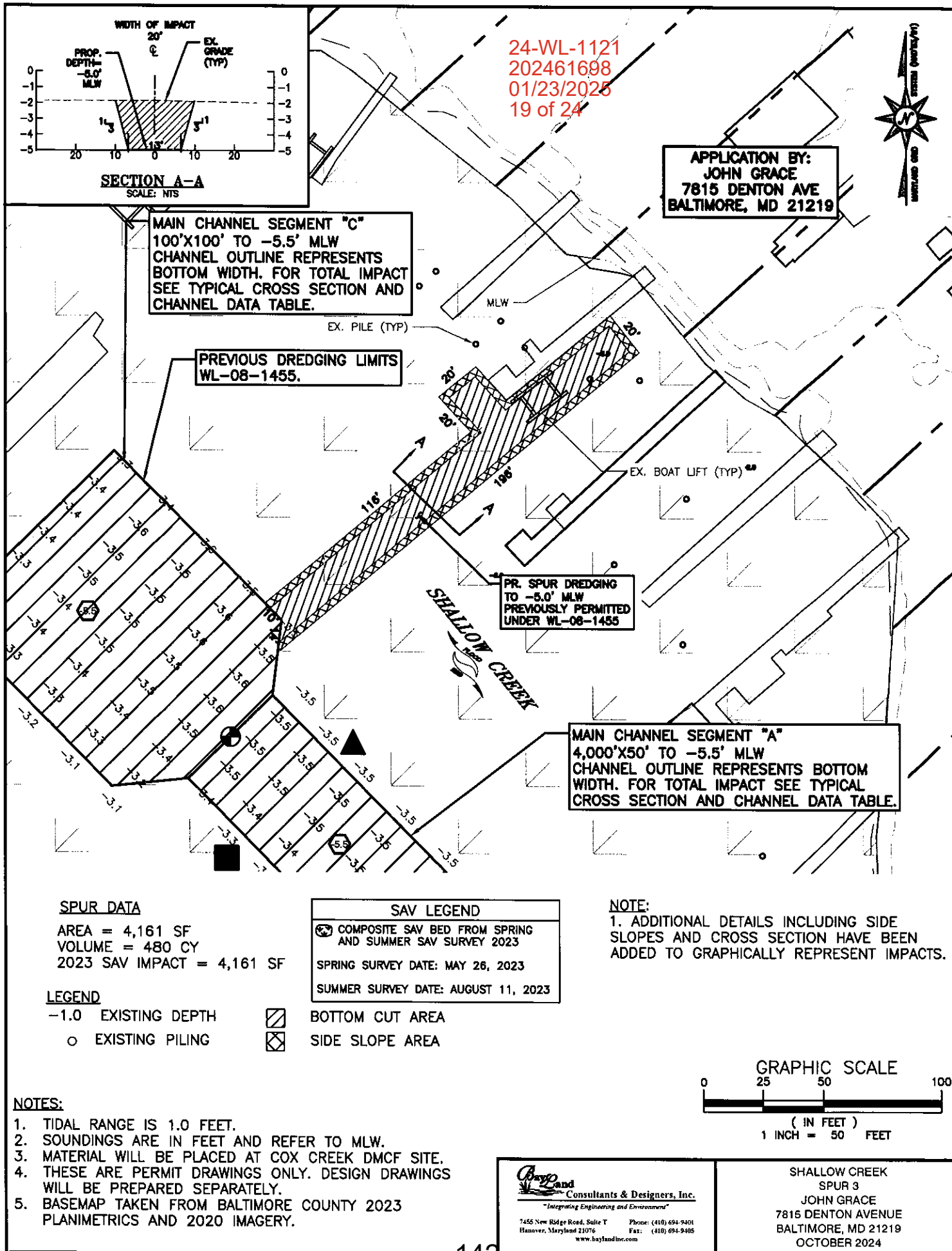
Total Number of Spurs	8
Total Spur Volume	1,686 CY
Total Spur Area of Impact	17,109 SF
Total Spur Area of Impact to 2023-24 SAV	17,109 SF

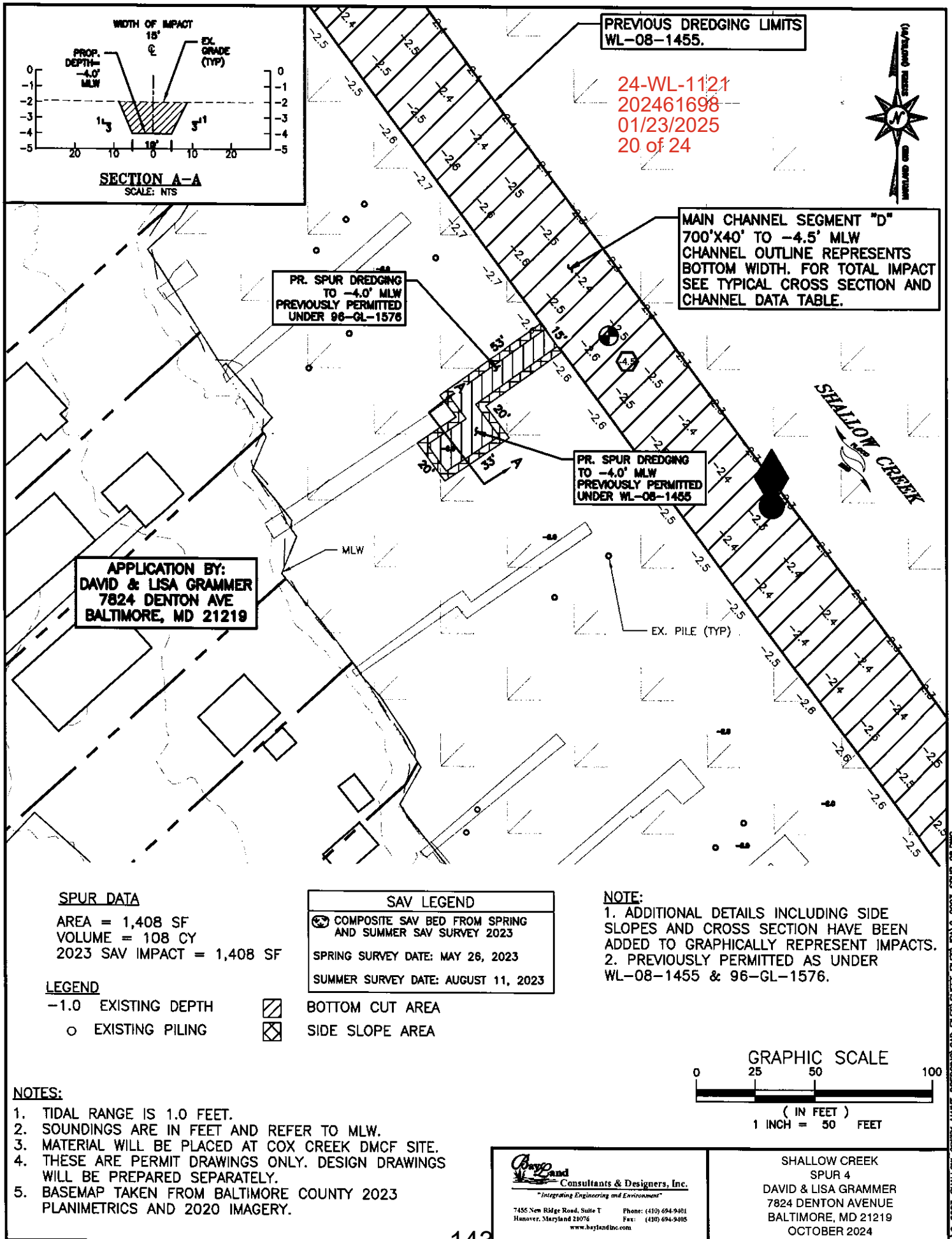


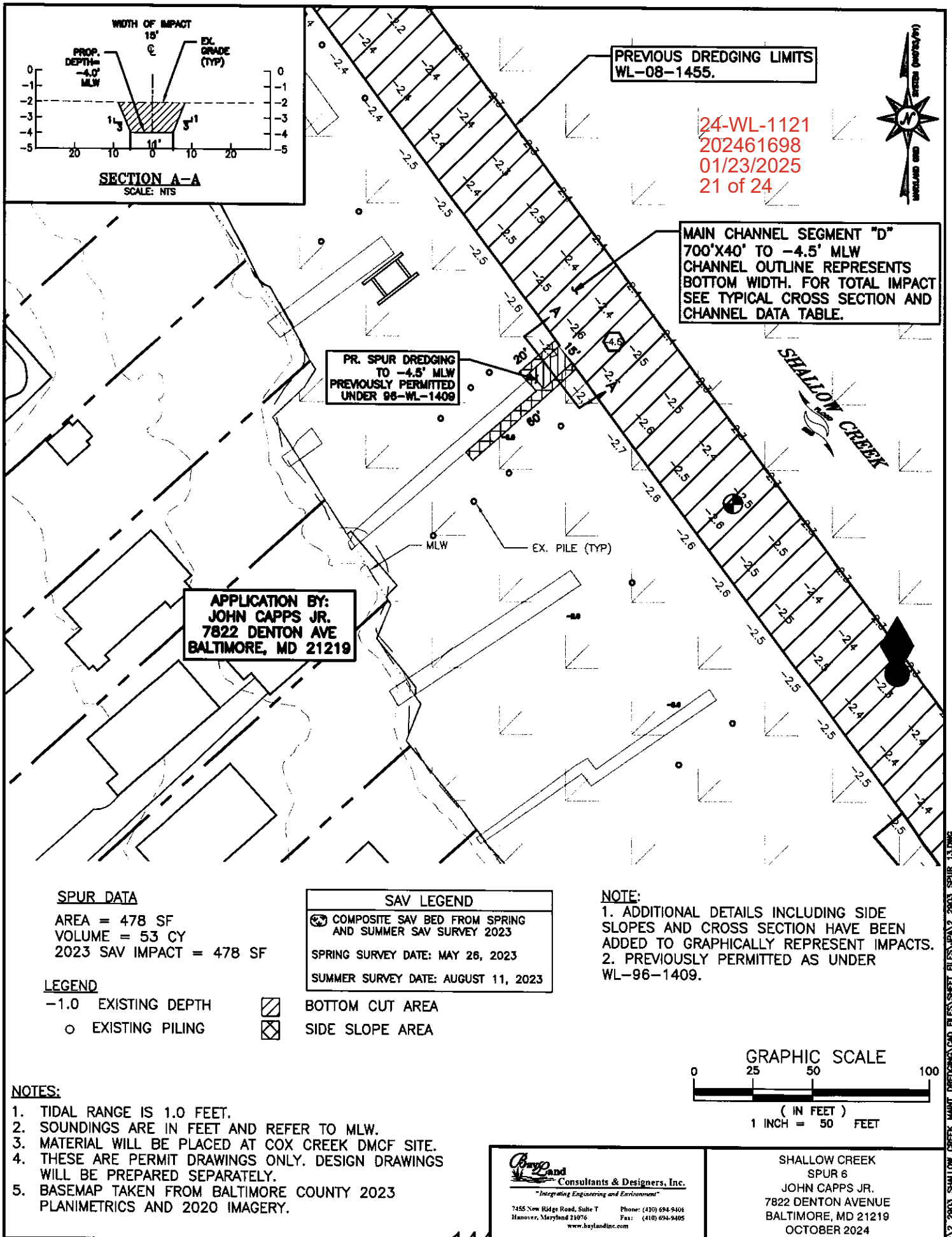


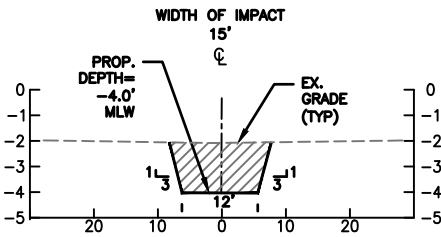












**SECTION A-A**  
SCALE: NTS

24-WL-1121  
202461698  
01/23/2025  
22 of 24

**PREVIOUS DREDGING LIMITS**  
WL-08-1455.

**MAIN CHANNEL SEGMENT "D"**  
700'X40' TO -4.5' MLW  
CHANNEL OUTLINE REPRESENTS  
BOTTOM WIDTH. FOR TOTAL IMPACT  
SEE TYPICAL CROSS SECTION AND  
CHANNEL DATA TABLE.

**PR. SPUR DREDGING**  
TO -4.0' MLW  
PREVIOUSLY PERMITTED  
UNDER WL-08-1455

EX. FLOATING PIER

MLW

**APPLICATION BY:**  
**MICHAEL KARMAZYN**  
**7836 DENTON AVE**  
**BALTIMORE, MD 21219**

**MAIN CHANNEL SEGMENT "B"**  
1,140'X40' TO -5.5' MLW  
CHANNEL OUTLINE REPRESENTS  
BOTTOM WIDTH. FOR TOTAL  
IMPACT SEE TYPICAL CROSS  
SECTION AND CHANNEL DATA  
TABLE.

EX. PILE (TYP)

EX. BOAT LIFT (TYP)

**SHALLOW CREEK**

**SPUR DATA**

AREA = 1,343 SF  
VOLUME = 94 CY  
2023 SAV IMPACT = 1,343 SF

**LEGEND**

-1.0 EXISTING DEPTH  
○ EXISTING PILING



BOTTOM CUT AREA  
SIDE SLOPE AREA

**SAV LEGEND**

COMPOSITE SAV BED FROM SPRING  
AND SUMMER SAV SURVEY 2023

SPRING SURVEY DATE: MAY 26, 2023

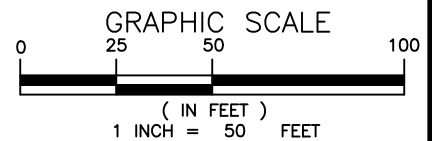
SUMMER SURVEY DATE: AUGUST 11, 2023

**NOTE:**

1. ADDITIONAL DETAILS INCLUDING SIDE SLOPES AND CROSS SECTION HAVE BEEN ADDED TO GRAPHICALLY REPRESENT IMPACTS.
2. PREVIOUSLY PERMITTED AS UNDER WL-08-1455.

**NOTES:**

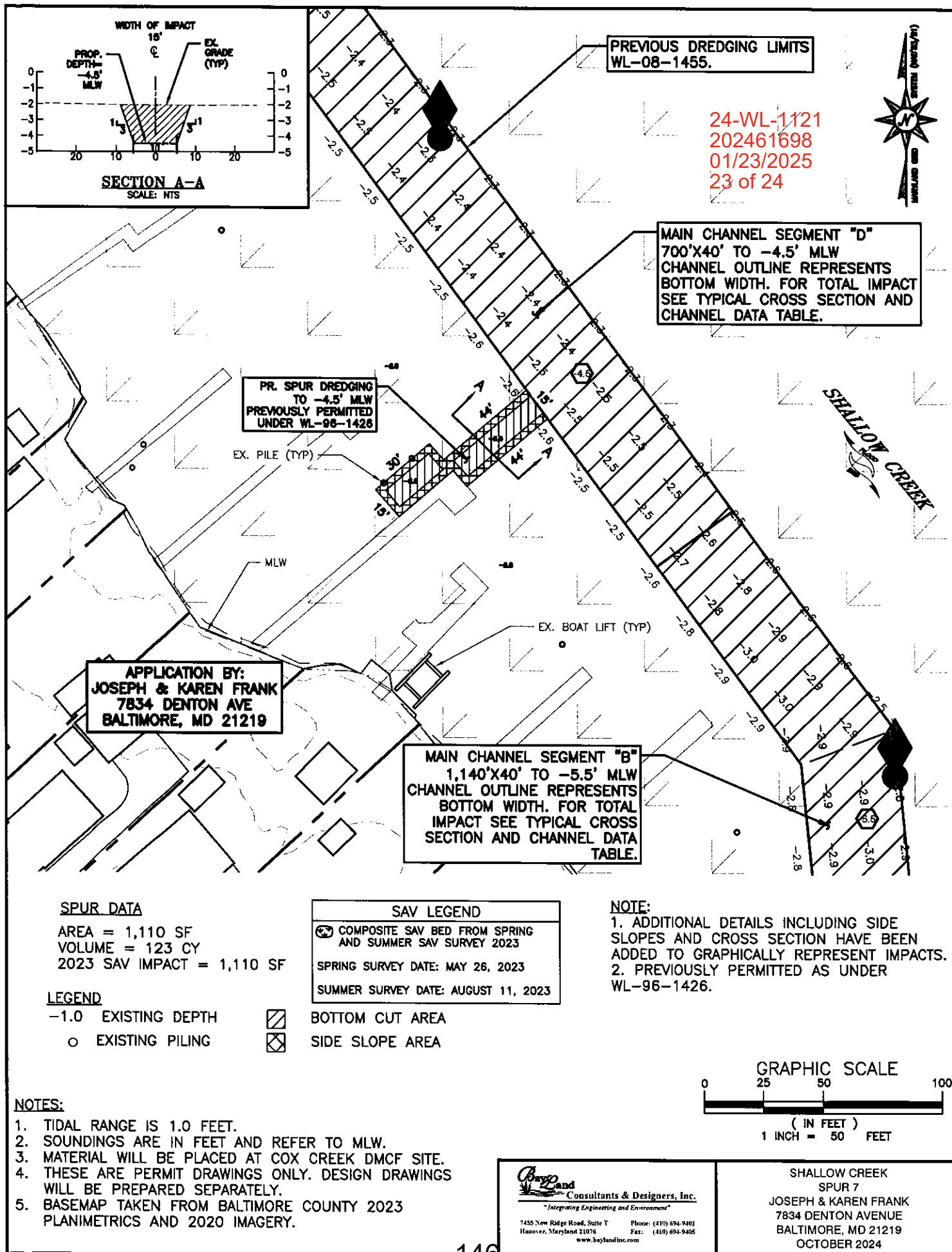
1. TIDAL RANGE IS 1.0 FEET.
2. SOUNDINGS ARE IN FEET AND REFER TO MLW.
3. MATERIAL WILL BE PLACED AT COX CREEK DMCF SITE.
4. THESE ARE PERMIT DRAWINGS ONLY. DESIGN DRAWINGS WILL BE PREPARED SEPARATELY.
5. BASEMAP TAKEN FROM BALTIMORE COUNTY 2023 PLANIMETRICS AND 2020 IMAGERY.

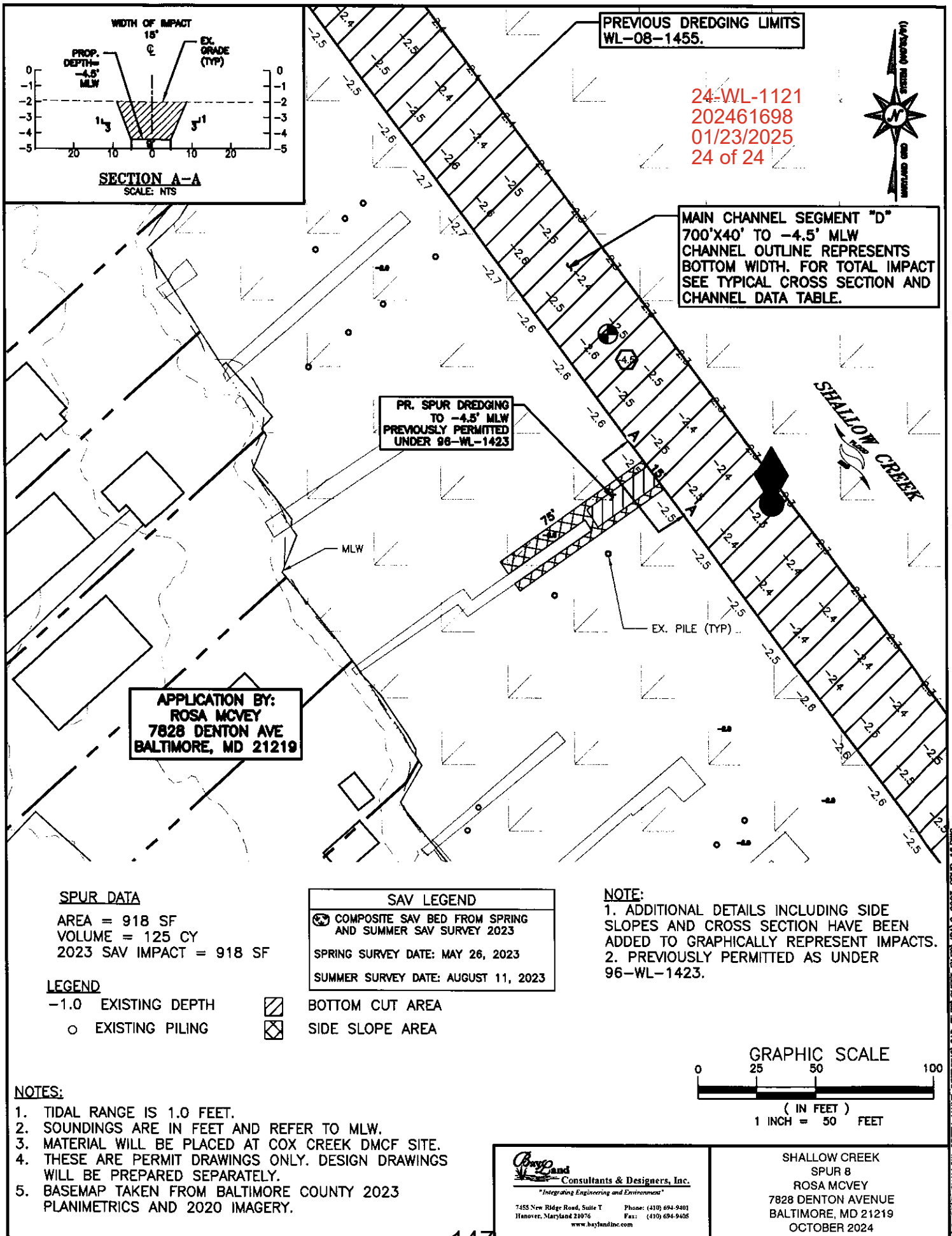


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SHALLOW CREEK  
SPUR 5  
MICHAEL KARMAZYN  
7832 DENTON AVENUE  
BALTIMORE, MD 21219  
OCTOBER 2024







## **SECTION I V**

### **Proposal**

**This Section to be  
Completed by Time of Bid**



**SECTION-IV**  
**PROPOSAL**

**DESCRIPTION OF WORK**

**Bid Opening via Teleconference WebEx: Tuesday, August 26, 2025 @ 10:30 a.m. EST**  
**WebEx Phone Number 1-415-655-0001, Access Code Number 2318 445 7841##.**

**Begin Work Within Fifteen (15) Days After NOTICE TO PROCEED**

**Calendar Days for Completion: One Hundred Twenty-two (122)**

**Liquidated and Other Damages: FIVE HUNDRED DOLLARS A DAY \$500.00 PER DAY**

**Cost Group "E" (\$2,500,001 to \$5,000,000) (Prequalified contractors with a Cost Group restriction must bid within the dollar amount stated on their Certificate of Prequalification)**

**Work Classification: N1**

**TO BALTIMORE COUNTY, MARYLAND:** The work consists of subaqueous waterway or channel excavation by means of mechanical dredging, transporting by means of disposing of the dredged material in the designated disposal site in accordance with these Special Provisions. Shallow Creek, a tributary of the Chesapeake Bay is included in this Contract. **Edgemere - District 15c7.**

**The following listed Drawing Number(s) are collectively the "Drawings", and are hereby incorporated in the Contract.**

<b><u>Workday Number</u></b>	<b><u>Drawing Number(s)</u></b>
<b>Proj-10000813</b>	<b>2025 – 2455 thru 2460</b>

**A site visit is scheduled for Monday, August 11, 2025 @ 1:00 P.M. EST. Located at the Maryland Port Administration's Cox Creek Facility at 1000 Kembo Road, Curtis Bay, Maryland 21226.**

A pre-bid meeting will be held on Monday, August 11, 2025 at 10:00 a.m. EST via WebEx. *Phone-In (Audio Only)* – 1-415-655-0001, Meeting Number 2306 193 8917##. *Video Conference* – Meeting Number 2306 193 8917, **Password: ndKpJ4XvU22**, go to <https://signin.webex.com/join>, or for the WebEx link go to [www.baltimorecountymd.gov/departments/public-works/engineering/contracts/current-solicitations](http://www.baltimorecountymd.gov/departments/public-works/engineering/contracts/current-solicitations)

**NOTE: No successful bidder may withdraw their bid within NINETY (90) days after the opening thereof.**

The Contractor hereby declares that it has carefully examined the solicitation, plans and specifications, form of contract, Special Provisions and Drawings (collectively the "Contract Documents"). The Contractor also hereby declares that it has carefully examined the September 2023 "Standard Specifications for Construction and Materials" and "Standard Details for Construction", collectively the "Applicable County Law" and any and all Department of Public Works and Transportation revisions thereto as of the date of advertisement. The Contract Documents, the Applicable County Law and the Department of Public Works and Transportation revisions thereto are collectively the "Specifications" and are incorporated herein. Copies of any and all Department of Public Works and Transportation revisions including but not limited to the General Conditions Building Projects, are available online at [www.baltimorecountymd.gov/departments/public-works/standards](http://www.baltimorecountymd.gov/departments/public-works/standards). Also, the Contractor has, to its satisfaction, examined the locality of the proposed work and agrees to furnish all labor, tools, materials, machinery, equipment, and other means of construction called for in the manner provided in the Specifications for the prices shown on the next page(s) and as evidenced by Contractor's signature on the last page thereof.

**SCHEDULE OF PRICES**

**NOTE: The Bidder shall fill out this Proposal, write in the unit prices in clear numerals, and make the extensions.**

**For complete information concerning these items, see Specifications and contract forms.**

## CONTRACT PROPOSAL

Shallow Creek Maintenance Dredging  
CONTRACT NUMBER: 25115 (GX1)  
WORKDAY NUMBER: 10000813  
JOB ORDER NUMBER: N/A  
CALENDAR DAYS: 122 for (GX1) & (GX2)

CONTRACTOR: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

BID ITEM	COMM. CODE		DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	130850	0000	MOBILIZATION & DEMOBILIZATION	LS	1		\$
2	207030	0000	SHALLOW CREEK MAIN CHANNEL DREDGING & DISPOSAL	LS	1		\$
3	0	0000	DREDGED MATERIAL CONTAINMENT FACILITY	LS	1		\$
SUB-TOTAL COST FOR CONTRACT GX1							\$

\_\_\_\_\_  
*TOTAL COST FOR CONTRACT IN WORDS*

\_\_\_\_\_  
OFFICER SIGNATURE

\_\_\_\_\_  
TITLE

## CONTRACT PROPOSAL

Shallow Creek Maintenance Dredging  
 CONTRACT NUMBER: 25115 (GX2)  
 WORKDAY NUMBER: 10000813  
 JOB ORDER NUMBER: N/A  
 CALENDAR DAYS: 122 for (GX1) & (GX2)

CONTRACTOR: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: \_\_\_\_\_

BID ITEM	COMM. CODE		DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	0	0000	SPUR DREDGING CHANNEL 1	LS	1		\$
2	0	0000	SPUR DREDGING CHANNEL 2	LS	1		\$
3	0	0000	SPUR DREDGING CHANNEL 3	LS	1		\$
4	0	0000	SPUR DREDGING CHANNEL 4	LS	1		\$
5	0	0000	SPUR DREDGING CHANNEL 5	LS	1		\$
6	0	0000	SPUR DREDGING CHANNEL 6	LS	1		\$
7	0	0000	SPUR DREDGING CHANNEL 7	LS	1		\$
8	0	0000	SPUR DREDGING CHANNEL 8	LS	1		\$
9	0	0000	TOTAL COST FOR SPUR DREDGING CHANNELS 1-8	LS	1		\$
<b>TOTAL COST FOR CONTRACT (GX1 &amp; GX2)</b>							<b>\$</b>

\_\_\_\_\_  
 TOTAL COST FOR CONTRACT IN WORDS

\_\_\_\_\_  
 OFFICER SIGNATURE

\_\_\_\_\_  
 TITLE

## PROPOSAL AFFIDAVIT

### 1. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]\_\_\_\_\_ and the duly authorized representative of [business]\_\_\_\_\_ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

### 2. PROPOSAL CERTIFICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGES receipt of the following Addenda (list by number and date):

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Accompanying this Proposal is a Bid Bond in an amount of 5% of the bid, the exact amount to be determined by the difference between the low bid and the next lowest bid, if two or more bids are received, or 5% of the bid if one bid is received. This guarantees payment to Baltimore County of the amount thus determined as liquidated damages in case of default in any matter specified as required before award or in any matter resulting in failure to execute and deliver an Agreement, together with Payment and Performance Bonds, after award.

### 3. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

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### 4. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

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## **5. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

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## **6. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

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## 7. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

## 8. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, members or partners, nor any of its employees, have in any way:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

## 9. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

The Business affirms that it is aware of, and will comply with, the provisions of Sections 14- 101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$200,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

## 10. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The Business is a \_\_\_\_\_(State) (Corporation), (LLC), (Partnership), (Sole Proprietor/Individual), (Other:\_\_\_\_\_), that it **is** registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it **is** in good standing in the State of Maryland, and that it **has** filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(If none, so state)

(2) Except as validly contested, the Business has paid, or has arranged for payment of, all taxes due the State of Maryland and Baltimore County, and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

## **11. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

The Business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Business, to solicit or secure the Contract, and that the Business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of the Contract.

## **12. NONDISCRIMINATION IN EMPLOYMENT STATEMENT**

I FURTHER AFFIRM THAT:

During the performance of any contract awarded of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

### **13. FOREIGN CONTRACTS**

I FURTHER AFFIRM THAT:

The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States. The disclosure shall be made to the Office of Budget and Finance, Purchasing Bureau.

### **14. MINORITY BUSINESS ENTERPRISE AND FEMALE CONTRACTORS**

THIS BUSINESS INTENDS to affirmatively seek out and consider minority business enterprises to participate in this contract as subcontractors and/or suppliers of materials and services.

THE UNDERSIGNED UNDERSTANDS AND AGREES: that any and all subcontracting of supplies and services in connection with this contract, whether undertaken before or after award of contract, will be in accordance with the Minority Business Enterprise and Female Contractor requirement included in the Bid Proposal package and incorporated herein as if fully set forth; and

THE UNDERSIGNED ALSO UNDERSTANDS AND AGREES that no subcontracting will be approved until Baltimore County has reviewed and approved the affirmative actions taken by this firm.

### **15. REQUIREMENTS FOR EXECUTING AFFIDAVIT & PROPOSAL**

The Affidavit must be signed in ink in order for the bid to be accepted and that the Proposal must be typewritten or filled out in ink.

THE UNDERSIGNED ALSO UNDERSTANDS that:

Proposals submitted by an INDIVIDUAL must be signed by an individual.

Proposals submitted by a PARTNERSHIP must be signed by the partner who is legally authorized authority to bind the partnership. Attach a copy of the Partnership Agreement and a duly certified resolution evidencing the authority of the partner so signing on behalf of the partnership.

Proposals submitted by a CORPORATION must be signed by a legally authorized officer of the corporation and attested to by the Corporate Secretary. Attach a copy of the Articles of Incorporation, By-Laws and a duly certified Board Resolution evidencing the authority of the officer so signing on behalf of the corporation.



Proposals submitted by a LIMITED LIABILITY COMPANY must be signed by a legally authorized member of the company and attested to. Attach a copy of the Operating Agreement, Articles of Organization and a duly certified resolution evidencing the authority of the member so signing on behalf of the limited liability company.

**NOTE:** The contractor may file with the County a list of the names of those officers, partners or members, as applicable, having legal authority to execute documents on behalf of and legally bind the contractor, duly certified, as applicable and legally required, together with the aforesaid corporate documents, which shall remain in full force and effect until such time as the County Department of Public Works and Transportation, Construction Contract Administration is advised in writing to the contrary.

## 16. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

WITNESS/ATTEST:

_____	By: _____
Date: _____	Name: _____
	Title: _____
	(Authorized Representative and Affiant)

## BID BOND

Principal

Business Address of Principal

Surety

Obligee: **BALTIMORE COUNTY, MARYLAND**  
A body corporate and politic

A Corporation of the State of \_\_\_\_\_ and authorized to do business in Maryland

Five Percent of Bid Amount \_\_\_\_\_ \$ \_\_\_\_\_ 5% of Bid

Penal Sum of Bond [shall be determined pursuant to latest revised Specification / G.P. 2.07 (2000 Ed.)]

Shallow Creek Maintenance Dredging  
Contract Name

25115 GX1 & GX2  
Contract Number/Proposal Item Number

**KNOW ALL MEN BY THESE PRESENTS**, that we, the Principal, above named, and Surety, above named, and authorized to do business in the State of Maryland, are held and firmly bound unto the Obligee, above named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that if the aforesaid Principal is the apparent low bidder and complies with all specified matters required before award or if the aforesaid Principal is awarded the contract, the said Principal will, within the time required, execute and deliver to the Obligee a formal contract and good and sufficient payment and performance bonds in the form provided by the Obligee, then, this obligation to be void; otherwise the Principal and Surety will, upon demand, pay unto the Obligee the entire Penal Sum of this Bid Bond as liquidated damages.

**THE SURETY FURTHER GUARANTEES** No Proposal will be considered unless accompanied by a guaranty of the amount specified in the Proposal in the form of either a certified check, bank cashier's check or a Bid Bond on the form provided therein or an exact facsimile thereof. The Bid Bond must be executed by a Surety that is, as of the date of the Bid: (a) licensed in the State of Maryland, (b) rated "B" or better by the A.M. Best Company, (c) on federal funded projects, authorized by the underwriting limitation contained in the U.S. Department of the Treasury Circular 570, as amended, to guaranty the amount of the Bid, and (d) in good standing as determined by the County's Engineer. The Bid Bond must guaranty payment to the County of liquidated damages as follows: (a) if only one Bid is received, the guaranteed payment shall be five (5%) percent of the Bidder's Bid amount, (b) if two or more Bids are received, the guaranteed payment shall be the difference between the Bidder's Bid amount and the next lowest Bid amount, subject to the limitation that the guaranteed payment not be greater than five (5%) percent of the Bidder's Bid amount. This Bid Bond is required in case the successful Bidder, after issuance of notice of Award, fails to comply, timely and completely, with each of the requirements set forth under Section GP-3.04.

Signed and sealed \_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

Individual Principal

Witness: \_\_\_\_\_

as to: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Corporate Principal

In Presence of:

\_\_\_\_\_  
(Name of Corporation)

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ (SEAL)

Title: \_\_\_\_\_

Surety

\_\_\_\_\_  
(Name of Surety)

Business Address: \_\_\_\_\_

Witness: \_\_\_\_\_

By: \_\_\_\_\_ Affix

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Corporate

Title: \_\_\_\_\_ Seal

**BALTIMORE COUNTY  
PREVAILING WAGE AND LOCAL HIRING**

**AFFIDAVIT**

(Project Name) \_\_\_\_\_

Proposal No.: \_\_\_\_\_

Project No.: \_\_\_\_\_

On behalf of \_\_\_\_\_, I do solemnly declare and affirm,  
(Contractor)  
under penalty of perjury, that to the best of my knowledge, information, and belief:

1. I have submitted all documentation in accordance with Baltimore County Code § 10-2- 506 and § 10-2-507 regarding the prevailing wage and local hiring laws and requirements of the prevailing wage guidelines located at ([Prevailing Wage and Local Hire Laws](#)), and acknowledge that I have read and agree to all provisions of said law, as amended, and have a continuing obligation to be compliant with the law and any changes to the law.

2. I shall not knowingly provide any false information relating to payroll documentation and/or hiring of local employees for capital improvement contracts that are subject to the prevailing wage and/or local hiring laws of Baltimore County. I further attest and certify that all documentation relating to the same will be accurate and complete and will remain accurate and complete on an ongoing basis, and will reflect the payroll and/or local hiring status of contractors, subcontractors, apprentices, and independent contractors performing work for the Contract (contract number \_\_\_\_\_). I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of myself and all subcontractors and parties performing work pursuant to this Contract.

3. I certify and attest that I am an officer or agent of the Contractor or subcontractor who supervises the payment of employees. I understand and agree that all documentation related to prevailing wages and/or local hiring required by law shall be submitted to Baltimore County's Prevailing Wage Administrator or designee before any surety is released or final payment due under the terms of the Contract is made.

4. I further certify and attest that I will have personal knowledge of the wages paid to all employees of \_\_\_\_\_ for work performed on the Contract and of all of the hours worked, and that I am an authorized agent of the Contractor and assume responsibility for my actions.

5. I further certify and attest that \_\_\_\_\_ will comply with prevailing wage rates set by the State of Maryland as the same apply to the Contract and are a part of the bid documents and Contract, and that \_\_\_\_\_ will comply with applicable local hiring requirements.

6. I attest and certify that, if the Contract is subject to the local hiring requirement under §10-2-507 of the Baltimore County Code, \_\_\_\_\_ will make best efforts to ensure that residents of Baltimore County constitute at least 51% of the new hires made for the Contract, subject to all exceptions allowable by law.

7. I certify and attest that, if the Contract is subject to prevailing wage requirements, no rebates or deductions will be made, directly or indirectly, from any wages paid in connection with the Contract, other than those provided for by law.

8. I certify and attest that, if awarded the Contract and if the Contract is subject to prevailing wage law, I will submit certified payroll to the County through its electronic compliance system or as instructed by the Prevailing Wage and Local Hire Unit.

9. I certify that if awarded the Contract, I will provide a list of subcontractors who will participate as a beneficiary of this project to the agency and the Prevailing Wage and Local Hire Unit at [PrevailingWage@baltimorecountymd.gov](mailto:PrevailingWage@baltimorecountymd.gov).

10. I understand that no funds will be dispersed by the County until an Employment Analysis has been issued to the Prevailing Wage and Local Hire Unit in compliance with the local hire law. The Employment Analysis will include how many jobs will be required to complete the project; how many current employees are available to complete the project, and how many of those jobs will require new hires.

\_\_\_\_\_  
Contractor/Bidder/Offeror

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Business Email

## **BALTIMORE COUNTY, MARYLAND**

### **Prevailing Wage and Local Hiring Contract Requirements and Policies**

The Contractor and all Subcontractors must comply with the Prevailing Wage and Local Hiring Laws, contained in Baltimore County Code § 10-2-506 and § 10-2-507, respectively, as amended. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The County will use the prevailing wage established by the State of Maryland (the "State") Department of Labor for state funded construction contracts in the County at the time of award. These rates include the basic hourly rate and fringe benefits. Apprentices must be paid at least the rate that the State's Apprenticeship and Training Council sets for an apprentice in the trade involved, based on a percentage of the prevailing wage rate in that trade. Any Contractor that is subject to the prevailing wage or local hiring law will be required to agree to the below provisions:

For the purposes of these requirements, an employee means an apprentice, laborer or mechanic employed by a contractor or subcontractor on a capital improvement project with a value of over \$300,000 or a County-subsidized capital project with a value over \$5,000,000.

Capital Improvement Project does not include blanket order or open-end agreements, capital improvement projects subject to a federal or state prevailing wage law, awarded without competition; with another governmental entity; to the extent the contractor is precluded from compliance by the terms of any federal or state law, contract or grant; entered into pursuant to Baltimore County Code § 10-2-310(e); entered into as a joint or cooperative purchase; or entered into as an emergency purchase.

The purpose of a prevailing wage is to ensure that contractors institute local hiring practices for Capital Improvement contracts and Capital Projects under certain circumstances as required by law, and that the Contractor's employees who work on capital improvement contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland Department of Labor and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State's Department of Labor; the prevailing wage rates in effect on the date a solicitation is issued and will apply throughout the term of a contract resulting from that solicitation. Contractor or subcontractors may NOT split or subdivide a capital improvement contract, pay an employee through a third party, treat an employee as a subcontractor or independent contractor to avoid any requirement of the County's prevailing wage law; or employ an individual classified as a helper or trainee to perform direct and measurable work on a capital improvement contract.

2. Pay employees at a rate equal to or more than the prevailing wage rate currently in effect for the type of work performed.

3. Pay employees overtime for work (I) more than eight hours in any single calendar day; (II) more than 40 hours in a work week; or (III) on a Sunday or a legal holiday.

4. Classify employees in their proper work classification in conformance with the schedule established by the State's Department of Labor.

5. May only make fair and reasonable deductions that are (a) required by law; (b) authorized in a written agreement between an employee and contractor or subcontractor signed at the beginning of employment (any deductions taken from employee paychecks including healthcare, pension, 401K, IRA, etc., child/spouse support, or tax levies); and submitted by the contractor or subcontractor to the Director of the County's Prevailing Wage Program; or required or allowed by a collective bargaining agreement between a bona fide labor organization and a contractor or subcontractor.

Electronically submit a certified copy of payroll records through the County's designated certified payroll and compliance system within 14 days after the end of payroll week ending date, to verify that Prevailing Wage rates have been paid to employees.

6. Backup documentation may be required upon demand from the County to be submitted for all 3<sup>rd</sup> party benefits being claimed, to include, but not limited to: *one month's healthcare transmittal showing employee name and amount company pays on their behalf, company vacation/sick policy, etc. or if Union, a Union transmittal for one month in which work has been performed.*

7. Retain records for a period of five (5) years after the work is completed and permit the Director of the County Prevailing Wage Program, or his/her designee, to inspect the payroll records at a reasonable time and as often as necessary.

8. Payroll records shall contain a statement signed by the contractor or subcontractor (including tiered subcontractors) certifying that the payroll records are complete and correct; the wage rates are not less than required by the Prevailing Wage Law; and the rate of pay and classification for each employee accurately reflects the work the employee performed.

9. All payroll records shall include the name, address, telephone number and email address of the contractor or subcontractor; the name and location of the job; and each employee's name, current address, unless previously reported; specific work classification; daily basic time and overtime hours; total basic time and overtime hours for the payroll period; rate of pay; fringe benefits by type and amount; and gross wages, and any deductions taken from employees' paychecks including, but not limited to, healthcare, pension/401K/IRA. Late submission of copies of any payroll records may be deemed deficient by the County until the required records are provided, and the County may postpone processing payments due under the Contract or under an agreement to finance the Contract.

10. Submit to random or regular audits and investigation of any complaint of a violation of the County's Prevailing Wage and Local Hiring Laws and requirements.
11. Make best efforts to fill at least 51% of new jobs required to complete the capital improvement contract or capital project with Baltimore County residents.
12. Submit monthly reports to the Director of the County's Prevailing Wage Unit relating to local hiring with respect to capital improvement contracts over \$300,00 or County-subsidized capital construction projects receiving assistance over \$5,000,000, that includes (a) the number of new hires needed for the contract or project, (b) the number of County residents hired during the reporting period, (c) the total number of all employees hired during the contract period, (d) best efforts made to fill open positions with County residents, and (e) 5) for new hires: name, last four (4) digits of the social security number, job title, hire date, address and referral source.
13. Agree that any and all disputes will be handled as set forth in the County's Prevailing Wage and Local Hire as a condition of award.
14. In the event the County determines that a provision of the Prevailing Wage and/or Local Hire Law has been violated, the County shall issue a written decision, including appropriate sanctions, and may withhold payment due the Contractor in an amount sufficient to pay each employee of the Contractor or any subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of the Contractor for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County. The Contractor may appeal a written decision of the Director of the County's Prevailing Wage Unit that the Contractor violated a provision of the Prevailing Wage and/or Local Hire Law, to the Office of Administrative Hearings ("OAH"), within ten (10) working days after receiving a copy of the decision. OAH will conduct a hearing upon the receipt of a timely appeal. If no appeal, the decision of the Director of the County's Prevailing Wage Unit or his/her designee becomes final. A Contractor who is found to have violated the provisions of the Prevailing Wage or Local Hiring Laws intentionally, may not be awarded a County contract or work on any County project for a period of one year from the date of the OAH determination.
15. May not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
16. An aggrieved employee is a third-party beneficiary of the Contract and may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.
17. Each Contract subject to the Prevailing Wage and Local Hire Laws may specify the payment of liquidated damages to the County by the Contractor for any noncompliance with the Prevailing Wage and Local Law. Liquidated damages are:
  - a. \$10 for each calendar day that the payroll records are late (payrolls are to be submitted no later than 14 days after the week ending date shown on Certified Payroll Record CPR);
  - \$20 for each day that an employee is misclassified and/or paid less than the prevailing

wage rate; and a civil penalty of \$50 per violation of the requirement to post the prevailing wage rates at the work site.

- b. \$50 per month for each month the Local Hire report is not submitted by the last day of the existing month due.

These liquidated damages are solely related to prevailing wage and local hiring compliance and do not negate any other remedies available or set forth in the Contract, including delay damages or actual damages. These remedies are separate from, in addition to, and not in lieu of, any remedies available and set forth in the Contract, or at law, for other breaches or defaults under the Contract.

- 18. Where the initial Contract Sum is \$300,000 or below, but it is subsequently increased and exceeds \$300,000 due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed \$300,000 is subject to the Prevailing Wage and Local Hiring Laws.
- 19. The Contractor and all subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.
- 20. A contract may include the actual cost of health and dental insurance, pension or retirement plan, paid time off such as vacation or sick days and life insurance. In calculating the cost per hour, divide the annual cost of benefits by 2,080 hours for each employee. Other benefits such as the use of a company vehicle, cell phones, lodging reimbursement, company owned tools **may not be credited towards the fringe benefit amount.**
- 21. All apprentices must be registered with the Maryland Apprenticeship and Training Council, V.A., or US DOL as well as be currently enrolled in, and attending appropriate classes, to which is considered “actively enrolled”. Only actively enrolled apprentices may be employed on the project at the apprentice prevailing wage rate.



Classification	Modification Reason	Basic Hourly Rate	Borrowed From	Fringe Benefit Payment
BRICKLAYER	CR	\$37.50	510	\$14.78
CARPENTER	CR	\$34.41		\$14.49
CARPENTER - SHORING SCAFFOLD BUILDER	CR	\$34.41		\$14.49
ELECTRICIAN	CR	\$47.00		\$20.17
IRONWORKER - REINFORCING	CR	\$30.70		\$23.91
IRONWORKER - STRUCTURAL	CR	\$36.50		\$21.86
LABORER - AIR TOOL OPERATOR	AD	\$26.12		\$7.40
LABORER - ASPHALT PAVER	AD	\$26.12		\$7.40
LABORER - ASPHALT RAKER	CR	\$18.80		\$3.23
LABORER - BLASTER - DYNAMITE	AD	\$26.12		\$7.40
LABORER - BURNER	AD	\$26.12		\$7.40
LABORER - COMMON	CR	\$18.80		\$3.23
LABORER - CONCRETE PUDDLER	CR	\$18.80		\$3.23
LABORER - CONCRETE SURFACER	AD	\$26.12		\$7.40
LABORER - CONCRETE TENDER	CR	\$18.80		\$3.23
LABORER - CONCRETE VIBRATOR	CR	\$18.80		\$3.23
LABORER - DENSITY GAUGE	CR	\$18.80		\$3.23
LABORER - FIREPROOFER - MIXER	CR	\$18.80		\$3.23
LABORER - FLAGGER	CR	\$18.80		\$3.23
LABORER - GRADE CHECKER	CR	\$18.80		\$3.23
LABORER - HAND ROLLER	CR	\$18.80		\$3.23
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$26.12		\$7.40
LABORER - JACKHAMMER	CR	\$18.80		\$3.23
LABORER - LANDSCAPING	CR	\$18.80		\$3.23
LABORER - LAYOUT	CR	\$18.80		\$3.23
LABORER - LUTEMAN	CR	\$18.80		\$3.23
LABORER - MASON TENDER	AD	\$26.12		\$7.40
LABORER - MORTAR MIXER	CR	\$18.80		\$3.23
LABORER - PIPELAYER	AD	\$26.12		\$7.40
LABORER - PLASTERER - HANDLER	CR	\$18.80		\$3.23
LABORER - SCAFFOLD BUILDER	AD	\$26.12		\$7.40
LABORER - TAMPER	CR	\$18.80		\$3.23
MILLWRIGHT	CR	\$38.61	025	\$17.21
PAINTER - BRIDGE	CR	\$44.18		\$16.08
POWER EQUIPMENT OPERATOR - BACKHOE	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - BOOM TRUCK	CR	\$30.04	510	\$13.55
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	CR	\$30.04		\$13.55
POWER EQUIPMENT OPERATOR - BULLDOZER	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - CONCRETE PUMP	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - CRANE	CR	\$41.00		\$18.10
POWER EQUIPMENT OPERATOR - DRILL - RIG	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - EXCAVATOR	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - FORKLIFT	CR	\$30.04		\$13.55

**CONTRACT NUMBER:**  
**25115 GX1 GX2**

**BALTIMORE COUNTY PREVAILING WAGE RATES**  
**HIGHWAY CONSTRUCTION**

**Print Date 7/30/2025**

POWER EQUIPMENT OPERATOR - GRADALL	CR	\$34.00		\$13.55
POWER EQUIPMENT OPERATOR - GRADER	CR	\$34.00		\$13.55
POWER EQUIPMENT OPERATOR - LOADER	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - MECHANIC	CR	\$34.00		\$13.55
POWER EQUIPMENT OPERATOR - MILLING MACHINE	CR	\$32.10		\$13.55
POWER EQUIPMENT OPERATOR - PAVER	CR	\$33.15		\$13.55
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	CR	\$32.10		\$13.55
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	CR	\$30.04		\$13.55
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	CR	\$30.04		\$13.55
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	CR	\$37.50		\$14.85
STONE MASON	CR	\$44.30	510	\$21.22
TILE & TERRAZZO FINISHER	CR	\$28.09	510	\$12.59
TRUCK DRIVER - DUMP	CR	\$23.83		\$9.22
TRUCK DRIVER - LOWBOY	CR	\$29.68		\$10.51
TRUCK DRIVER - TACK/TAR TRUCK	CR	\$29.39		\$10.51
TRUCK DRIVER - WATER	CR	\$29.39	027	\$10.51

BALTIMORE COUNTY, MARYLAND  
USE OF MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES  
IN  
COUNTY CONTRACTS  
MWBE Plan Package



Division of Diversity, Equity and Inclusion  
The Jefferson Building  
105 West Chesapeake Avenue  
Towson, Maryland 21204  
410-887-3407

[www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe)



## PROSPECTIVE BIDDERS/OFFERORS

Baltimore County Executive Order 2022-005 Use of Minority Business Enterprises and Women's Business Enterprises states:

### *SECTION 6. BID REQUIREMENTS.*

- (A)(1) *All bidders shall submit a list of all subcontractors contacted in preparation of their bid package or proposal.*  
(2) *The list shall include the service to be performed, bid amount, and the race/ethnicity/gender of the business owner(s).*  
(B)(1) *All bidders shall submit a list of all subcontractors to be used on a county contract in the bid package.*  
(2) *This list shall include all subcontractors (both MWBE and non-MWBE) used, the service to be performed, the total amount to be paid, and the race/ethnicity/gender of the owner.*

If the solicitation includes a MWBE **subcontracting** goal, you **MUST** demonstrate “**Good Faith**” **effort** either by:

1. Complete and sign FORM A, FORM B (to include FORM B-Prime if MWBE Prime wishes to count towards the goal) and FORM C **listing all subcontractors** with the initial bid submission.
  - a. *All Forms must be completed and signed. However, FORM C **MUST** be completed and signed by both the prime and the MWBE subcontractor.*
- OR**
2. If you are unable to meet any portion of the goal, you **MUST** do one of the following:
  - a. If you are requesting a **partial waiver**, complete and sign FORM A with initial bid submission. FORM B (to include FORM B-Prime if MWBE Prime wishes to count towards the goal) and FORM C (**listing all subcontractors**). In addition, complete, sign and submit FORM D and FORM E **accompanied with all supporting documentation** for the portion of the goal that will not be achieved as specified on FORM A.
  - b. If you are requesting a **full waiver**, complete and sign FORM A indicating your intent to request a full waiver **accompanied with a completed and signed FORM C listing all subcontractors**, FORM D and FORM E **accompanied with all supporting documentation. This MUST be submitted with the initial bid as specified on FORM A.**
  - c. *All Forms must be completed and signed. FORM C and FORM D **MUST** be completed and properly signed **by both the Prime AND the MWBE subcontractor(s).***

**NOTE:** The MWBE **subcontracting** goal applies to **ALL** prime/general contractors including certified and non-certified minority and women owned firms. **However, a Minority-owned or a Women-owned prime may self-perform up to 50% of MWBE subcontracting goal set in the solicitation. The MWBE primes that wish to count towards the goal must list themselves on all appropriate forms.**

12/2023

## **BALTIMORE COUNTY, MARYLAND**

### **MWBE PARTICIPATION SUMMARY**

**Executive Order:** Minority Business Enterprises and Women Business Enterprises (MWBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on December 6, 2022, the County Executive adopted the EXECUTIVE ORDER No. 2022-005 addressing MWBE participation in County contracts. The December 6, 2022 Executive Order may be found on the Baltimore County website at [www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe).

**Each Contract:** The County shall establish a minimum MWBE participation amount for each contract, as applicable.

**Bidder/Officer Responsibility:** The bidder/officer shall ensure that MWBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidder/officers shall ensure that MWBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidder/officers and contractors shall not discriminate on the basis of race, color, national origin, disability or sex in the award and performance of any County contract.

**Mobilization Payments:** For subcontractors, project start-up costs can also be significant. A subcontractor that has limited resources and access to credit may find that start-up expenses inhibit its ability to bid County contracts. Under circumstances where mobilization payments are approved for the prime contractor, the subcontractor should be paid an amount equal to their participation percentage no later than five (5) business days before they are required to mobilize to perform the contracted work.

Mobilization costs represent pre-contract costs incurred by a contractor to prepare a job site before the actual commencement of the contract. These costs can include movement of personnel and equipment to the project site and for the establishment of the Contractor's offices, buildings, and other facilities necessary to begin work.

#### **APPROVED MWBE LISTINGS**

Published compilations of approved and certified MWBE, contractors, subcontractors, material suppliers, etc. include:

DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):

**<https://marylandmdbe.mdbecert.com>**

MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:

**<https://baltimorecity.diversitycompliance.com>**

#### **BIDDER/OFFEROR'S ACTIONS**

##### **Seeking Firms:**

The bidder/officer will seek commitments by subcontract or otherwise from MWBE firms for supplies and/or services, any combined value of which equals or exceeds the required percentage of MWBE participation goal for the County contract. However a MWBE Prime that affirms its MWBE status on the Minority and/or Women Prime Participation Affidavit may count up to 50% of the goal.

##### **Expenditures for Materials and Supplies:**

A bidder/officer may count toward its MWBE contract requirements all expenditures for materials and supplies obtained from MWBE suppliers and manufacturers, provided that the MWBE firm is furnishing and installing the materials and is certified to perform these services. If the MWBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MWBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in the Percent of Total Contract field of Form B Subcontractor Participation Schedule.

## **BALTIMORE COUNTY, MARYLAND** **MWBE PARTICIPATION SUMMARY**

Information to be supplied: All bidder/offers shall submit the following information to the County at the time of bid submission:

1. The name of an employee designated as the bidder/offers's liaison to the County's Minority Business Enterprise Office.
2. The following forms shall be completed and submitted:
  - Certified MWBE Utilization and Fair Solicitation Affidavit (**Form A**): from among those names appearing in the Approved MWBE Listings (excepting Federal Highway Administration projects, which exclusively require DBE approved and certified by the Maryland Department of Transportation MBE Advisory Committee);
  - A Subcontractor Participation Schedule (**Form B**) completed by the prime contractor for each MWBE listed on the Form.
  - A MWBE Prime Participation Schedule (Form B-Prime) completed by a MWBE prime contractor if the firm wishes to self-perform up to 50% of the MBE/WBE goal.
  - A MWBE Disclosure and Participation Statement (**Form C**) completed and signed by the prime contractor and MWBE firm for each MWBE listed on the Form. Form C **must match** what is stated on Form B.
  - If applicable, MWBE Subcontractor Unavailable Certificate (**Form D**) completed and signed by the prime contractor and MWBE for each MWBE listed on the Form.
3. If applicable, MWBE Outreach Efforts - Compliance Statement (**Form E**) completed and signed by the Bidder/Offers. The prime shall submit a list of all subcontractors.
4. For DPW contracts, if the bidder/offers intends to fulfill the MWBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (**Form D-EEO-006-A** and **B**) showing the extent of MWBE participation. If a bidder/offers intends to use a MWBE joint venture as a subcontractor to meet its MWBE requirements, the affidavit must be submitted through the bidder/offers by the proposed subcontractors and signed by all parties.
5. If the bidder/offers's proposed MWBE participation does not meet the MWBE contract requirements, information sufficient to demonstrate that the bidder/offers has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

### **RECORDS AND REPORTS**

Returning Records: The bidder/offers must keep such records as are necessary to determine compliance with its MWBE utilization requirements:

1. The MWBE and non-minority contractors, type of work being performed, actual values of work and services.
2. Documentation of all correspondence, contacts, telephone calls, etc., to obtain MWBE services for the contract.
3. All prime contractors and MWBE sub-contractors are required to report monthly, by the 10th of each month, to the County through an online system called PRISM. If the contractor cannot submit his/her report on time, he/she will notify the County MWBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion and/or upon written request may require additional reports regarding MWBE. In the event you are not able to enter your payments in PRISM, a spreadsheet is attached for your use. Please be sure to list the PO for each invoice/ payment reported and include in your submission any corresponding documentation (e.g. copies of invoices or cancelled checks).

Retaining Records: All MWBE records must be retained for 3 years following the expiration or any earlier termination of the contract and shall be available for inspection and photocopying by the County.

Investigation and Notification: Whenever the County believes the bidder/offers, contractor, or any subcontractor may not be operating in compliance with the MWBE requirements, the County may, in its sole discretion, conduct an investigation. If the County finds the bidder/offers, contractor, or any subcontractor is not in compliance with the MWBE requirements, the County may exercise any and all rights and remedies available to the County, under the contract, at law or equity, as deemed applicable and appropriate by the County in its sole discretion.

## **BALTIMORE COUNTY, MARYLAND** **MWBE PARTICIPATION SUMMARY**

### **DETERMINATION OF BID RESPONSIVENESS**

**Request for Deviation:** If the bidder/offeror is unable to procure from MWBE firms (by subcontract or otherwise), supplies and services, any combined value of which equals the required percentage of the total value of the contract, the bidder/ offeror may request, in writing, a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder/ offeror must submit the following information at the time bids are due:

1. The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder/offeror solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder/offeror's good faith efforts to comply with the contract requirements, including copies of solicitation documentation to all potential subcontractors:
2. Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder/offeror contacted each MWBE; and
3. Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

**Bid Rejection:** The failure of any bidder/offeror (including the apparent low bidder/offeror) to provide a responsive MWBE Plan as required by the solicitation may result in the bidder/offeror being deemed non-responsive and the County's rejection of the bid.

**Liquidated Damages** If the County issues a notice of intent to awards contract to the apparent low bidder/offeror who provided a responsive MWBE Plan, but, if after said notice and before execution of Contract Documents, it is determined by the County that the apparent low bidder/offeror has failed to comply with the MWBE Plan, such failure may result in the recommendation by the appropriate Procurement Official to annul the award and forfeit the bidder/offeror's Proposal Guaranty to the County, not as a penalty, but as liquidated damages, it being acknowledged that actual damages will be difficult if not impossible to accurately measure. In addition, the County may proceed as it determines to be in its best interest, including but not limited to, the Notice of Award may be made to the next lowest responsive and responsible bidder/offeror or the work may be re-advertised.

**Contract Breach:** If, after execution of a County contract, the contractor becomes aware it may or will fail to fulfill the applicable MWBE requirements and/or may or will deviate from the contractor's bid response/contract terms, the contractor shall promptly advise the County of this in writing. Thereafter, the County will determine what action or remedy is appropriate on a case-by-case basis, in the County's sole discretion.

**Approval Required for Changes:** Any and all changes to the MWBE subcontractors or the type or amount of work to be performed by such subcontractors during the contract term must be mutually agreeable to the County and the contractor and shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor.

**Cooperation in Reviews:** The bidder/offeror will cooperate with the County in any reviews of the contractor's procedures and practices with respect to MBE or WBE firms, which the County may from time to time conduct in its sole discretion.

**Other:** If the documents used to determine the contractor's efforts, achievement of, and/or the status of an MWBE requirement or fulfillment thereof contain false, misleading or misrepresented information, the contractor may be declared in breach of the contract and the County may take any and all actions and/or remedies available to the County under the contract, at law, or in equity. If an MWBE is disqualified by any public entity, including but not limited to, Baltimore City, the State or MDOT, at any time after award or during the term of the contract, the County may, in its sole discretion, require the prime contractor to promptly submit for County approval, the contractor's plans for fulfilling the required MWBE participation under the contract, and/or request such detail and additional information as the County, in its discretion deems appropriate.



**PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the [title]\_\_\_\_\_ and the duly authorized representative of  
[business]\_\_\_\_\_  
\_\_\_\_\_ (the "Business") and that I possess the legal authority to make this  
Affidavit on behalf of myself and the Business for which I am acting.

**B. AFFIRMATION REGARDING MINORITY AND WOMEN PARTICIPATION**

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the December 6, 2022 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

\_\_\_\_ The Prime is a MBE ☐ or WBE ☐

☐ Maryland State Department of Transportation (MDOT) # \_\_\_\_\_

☐ City of Baltimore # \_\_\_\_\_

☐ Name Other Jurisdiction: \_\_\_\_\_ # \_\_\_\_\_

☐ The ownership of the Noncertified MWBE business consists of \_\_\_\_\_ % minorities and \_\_\_\_\_ % women (for a total of \_\_\_\_\_ %), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent ownership.

\_\_\_\_\_ % African American \_\_\_\_\_ % Hispanic American \_\_\_\_\_ % Women  
\_\_\_\_\_ % Asian American \_\_\_\_\_ % Native American \_\_\_\_\_ % Disadvantaged (DBE)

\_\_\_\_ The MWBE prime anticipates meeting up to 50% of the stated participation goal with its own workforce.

**MWBE primes percentage must be stated on the MWBE PRIME PARTICIPATION SCHEDULE (FORM B-PRIME) to count towards the goal.**

\_\_\_\_ The prime anticipates ☐ does not anticipate ☐ utilizing subcontractors for \_\_\_\_\_ % of the work of the contract requirements, of which it anticipates \_\_\_\_\_ % will be MBEs and \_\_\_\_\_ % will be WBEs.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Representative and Affiant's Name and Title)



**BALTIMORE COUNTY, MARYLAND**  
**Certified MWBE Utilization and Fair Solicitation Affidavit**  
**(FORM A)**

*\*This document must be completed and submitted with Bid/Proposal to Baltimore County.*

**NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.**

\* \* \* \* \*

I acknowledge the goal for solicitation # \_\_\_\_\_ is a minimum of \_\_\_\_\_%. This goal must be met by any combination of the MWBE subcontractors. However, for instances where the Prime is counting up to 50% of the goal, the remaining goal balance must be met by any combination of the MWBE subcontractors.

- The goal breakdown is as follows:
  - \_\_\_\_\_% Minority/Women Prime
  - \_\_\_\_\_% for certified MBE-owned businesses and/or
  - \_\_\_\_\_% for certified WBE-owned businesses.

**I have made a good-faith effort to achieve this MWBE solicitation requirement. If awarded the contract, I will comply with this MWBE contract requirement and will continue to use my best efforts to increase MWBE participation during the contract term.**

**PLEASE CHECK ONE BOX (EITHER 1, 2, OR 3)**

1 ☐ Prime has met the MWBE contract requirements for this solicitation and contract. I submit the Subcontractor Participation Form B and Form C, along with this Affidavit, which details how the Prime will achieve the contract requirements. Submit a complete list of all additional subcontractors

**Or**

2 ☐ After having made a good-faith effort to achieve the MWBE requirements, the Prime can only achieve partial success. I submit the Subcontractor Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the Prime will partially achieve the contract requirements. Submit a complete list of all additional subcontractors

I request a partial waiver and will meet the following MWBE participation goals:

- Partial waiver of MWBE subcontract participation:
  - \_\_\_\_\_% Minority/Women Prime
  - \_\_\_\_\_% for certified MBE-owned businesses and/or
  - \_\_\_\_\_% for certified WBE-owned businesses.

**Or**

3 ☐ After having made a good faith effort to achieve the MWBE requirements for this contract, the Prime is unable to achieve the requirements and/or sub requirements for this contract. I submit the MWBE Participation Form D and Form E, along with this Affidavit, which details the steps the Prime has taken in an attempt to achieve the contract requirements. Therefore, I request a full waiver.

**IF YOU HAVE CHECKED BOX 2 OR 3, THE FOLLOWING IS APPLICABLE:**

- 1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission. However, occasions for granting waivers will be limited.

**BALTIMORE COUNTY, MARYLAND**  
**Certified MWBE Utilization and Fair Solicitation Affidavit**  
**(FORM A)**

- 2) The request for waiver shall include documentation that demonstrates the bidder's good faith efforts to comply with the goals, including:
- a. Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
  - b. Copies of solicitation documentation to include the scope of services to be performed by the subcontractors accompanied with the following:
    - i. Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and
    - ii. Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.
    - iii. Responses from MWBE firms contacted to fulfill the goal.

**As I have checked Box 2 or 3 of this Affidavit, I understand I must submit the following supporting documentation with the bid:**

- *Subcontractor Participation Schedule* (Form B)
- *MWBE Subcontractor Disclosure and Participation Statement* (Form C)
- *MWBE Subcontractors Unavailable Certificate* (Form D) (if applicable)
- *MWBE Outreach Efforts – Compliance Statement* (Form E) (if applicable)

I acknowledge that the MWBE subcontractors/suppliers listed on the *Subcontractor Participation Schedule* (Form B) will be used to accomplish the percentage of MWBE participation that the Prime shall achieve. A fully executed Form C must match Form B.

In the solicitation of subcontract quotations or offers, MWBE subcontractors were provided the same information and amount of time to respond, as were non-MWBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MWBE subcontractors at a competitive disadvantage to non-MWBE subcontractors.

**I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.**

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Address (continued)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Date

**BALTIMORE COUNTY, MARYLAND**  
**SUBCONTRACTOR PARTICIPATION**  
**SCHEDULE (FORM B)**

*\*This document must be completed and submitted with Bid/Proposal to  
 Baltimore County.*

*NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.*

<b>Prime Name</b>  <b>Bid/Proposal Name and Number</b>  <b>1. Subcontractor Name and Tax ID</b>  <b>Telephone Number</b> _____ <b>Email Address</b> _____ Select One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	<b>Prime Address, Telephone Number and Email</b>  <b>Project Location</b>  <b>Base Bid</b> \$ _____ <b>Subcontractor Address</b>  <b>Minority Status (If applicable):</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> African American  <input type="checkbox"/> Asian American Pacific  <input type="checkbox"/> Asian American Sub-continent    <input type="checkbox"/> Supplier, Wholesaler and/or Regular Dealer - 60% Rule                         </div> <div> <input type="checkbox"/> Female  <input type="checkbox"/> Native American  <input type="checkbox"/> Hispanic American                         </div> </div>
<b>NAICS Code(s), Work to be Performed and Subcontract Dollar Amount</b>  <b>2. Subcontractor Name and Tax ID</b>  <b>Telephone Number</b> _____ <b>Email Address</b> _____ Select One: MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A <input type="checkbox"/> Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	<b>Percent of Total Contract (See instructions on Page 1 of the MWBE PARTICIPATION SUMMARY for 60% rule)</b> _____ %  <b>Subcontractor Address</b>  <b>Minority Status (If applicable):</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> African American  <input type="checkbox"/> Asian American Pacific  <input type="checkbox"/> Asian American Sub-continent    <input type="checkbox"/> Supplier, Wholesaler and/or Regular Dealer - 60% Rule                         </div> <div> <input type="checkbox"/> Female  <input type="checkbox"/> Native American  <input type="checkbox"/> Hispanic American                         </div> </div>
<b>NAICS Code(s), Work to be Performed and Subcontract Dollar Amount</b>  <b>3. Subcontractor Name and Tax ID</b>  <b>Telephone Number</b> _____ <b>Email Address</b> _____ Select One: MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A <input type="checkbox"/> Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	<b>Percent of Total Contract (See instructions on Page 1 of the MWBE PARTICIPATION SUMMARY for 60% rule)</b> _____ %  <b>Subcontractor Address</b>  <b>Minority Status (If applicable):</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> African American  <input type="checkbox"/> Asian American Pacific  <input type="checkbox"/> Asian American Sub-continent    <input type="checkbox"/> Supplier, Wholesaler and/or Regular Dealer - 60% Rule                         </div> <div> <input type="checkbox"/> Female  <input type="checkbox"/> Native American  <input type="checkbox"/> Hispanic American                         </div> </div>
<b>NAICS Code(s), Work to be Performed and Subcontract Dollar Amount</b>  <b>Subcontractor Total Dollar Amount</b> \$ _____	<b>Percent of Total Contract (See instructions on Page 1 of the MWBE PARTICIPATION SUMMARY for 60% rule)</b> _____ %  <b>Total Subcontractor Percent of Entire Contract</b> _____ %
<b>Form Prepared by:</b> Name/Date: _____ Title: _____ Email: _____	<b>Reviewed and Accepted by Baltimore County Minority Business Enterprise Office</b> Name _____ Title _____ Date _____

MBE or WBE Prime Participation Total	_____ %	\$ _____	
MBE Subcontracting Participation Total	_____ %	\$ _____	
WBE Subcontracting Participation	_____ %	\$ _____	
Total MWBE Participation	_____ %	\$ _____	
Total SBE Participation	_____ %	\$ _____	

**BALTIMORE COUNTY, MARYLAND**

**MWBE PRIME PARTICIPATION SCHEDULE  
(Form B-Prime)**

**PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOU AS THE MWBE PRIME FIRM WILL PERFORM USING ITS OWN WORKFORCE PERTAINING TO THE PERCENTAGE STATED ON THE SUBCONTRACTOR PARTICIPATION SCHEDULE (FORM B) FOR PURPOSES OF MEETING THE MWBE PARTICIPATION GOALS.**

*\*This document must be completed and submitted with Bid/Proposal to Baltimore County.*

**NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) with Certification Number \_\_\_\_\_ is awarded the County contract in conjunction with Solicitation No. \_\_\_\_\_, such MWBE Prime Contractor intends to count the distinct, clearly defined portion of the work of the contract that the MBE/WBE Prime Contractor performs with its own forces toward fulfilling **up to fifty-percent (50%) of the MWBE participation goal**, at least \$ \_\_\_\_\_ which equals to \_\_\_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

**MWBE PRIME CONTRACTOR**

Signature of Representative: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Firm's Name: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Certified Yes No      No

Certifying Jurisdiction \_\_\_\_\_

Date: \_\_\_\_\_

**MWBE PRIME CONTRACTOR**

Minority Status:

- ☐ African American
- ☐ Hispanic American
- ☐ Women
- ☐ Asian American
- ☐ Native American

**Reviewed and Accepted by Baltimore County Minority Business Enterprise Office**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**BALTIMORE COUNTY, MARYLAND**  
**MWBE SUBCONTRACTOR DISCLOSURE AND PARTICIPATION STATEMENT**  
**(FORM C)**

*\*This document must be completed and submitted with Bid/Proposal to Baltimore County.*

**NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.**

**NOTE: ANY INCONSISTENCY BETWEEN THIS FORM AND FORM B MWBE PARTICIPATION MAY  
RENDER A BID/PROPOSAL NON-RESPONSIVE AND THE COUNTY WILL NOT CONSIDER YOU FOR  
CONTRACT AWARD.**

Contract Name, Bid/Proposal Number: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

Name of MWBE Subcontractor: \_\_\_\_\_

Subcontractor Contact Name, Title \_\_\_\_\_

Subcontractor Email Address \_\_\_\_\_

☐ MDOT ☐ Baltimore City

\_\_\_\_\_ Certification Number

☐ MBE ☐ WBE ☐ SBE ☐ N/A

1. NAICS Code(s), Work/Services to be performed by MWBE Subcontractor: \_\_\_\_\_

**Percent of Total Contract (See instructions on Page 1 of the MWBE  
PARTICIPATION SUMMARY for 60% rule)**

2. Subcontract Amount: \$ \_\_\_\_\_ or \_\_\_\_\_ % of the County contract cost.

3. Bonds - Amount and type required of Subcontractor if any: \_\_\_\_\_

4. MWBE Anticipated Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
Mobilization Cost Amount \$ \_\_\_\_\_

5. This is a MBE-Owned Business Firm: Yes \_\_\_\_\_ No \_\_\_\_\_

6. This is a WBE-Owned Business Firm: Yes \_\_\_\_\_ No \_\_\_\_\_

\*\*\*\*\*

NOTE: If the Prime is notified that it will be awarded the above referenced contract, the undersigned MWBE subcontractor and Prime must enter into a subcontract for the work/service indicated above upon the Prime's execution of a contract for the above referenced project with Baltimore County, and provide a copy of the fully executed MWBE SUBCONTRACTOR PARTICIPATION NOTICE OF INTENT TO AWARD (FORM C-Subcontractor) accompanied with the anticipated Work Breakdown Schedule (providing the subcontractor's mobilization timeframe) to [mwbe@baltimorecountymd.gov](mailto:mwbe@baltimorecountymd.gov) within 10 calendar days of receipt by the Prime of FORM C- Subcontractor from the County. The undersigned subcontractor is an MDOT or Baltimore City certified MWBE firm. The terms and conditions stated above are consistent with our agreements.

Signature of MWBE Subcontractor: \_\_\_\_\_ Date: \_\_\_\_\_

Prime's Printed Name and Title: \_\_\_\_\_ Email: \_\_\_\_\_

The terms and conditions stated above are consistent with our agreements.

Signature of Prime: \_\_\_\_\_ Date: \_\_\_\_\_

Revised 12/2024

**BALTIMORE COUNTY, MARYLAND**  
**MWBE –UNAVAILABILITY CERTIFICATE**  
**(FORM D)**

***If applicable, this document must be completed and submitted with Bid/Proposal to Baltimore County.***

***NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.***

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of Minority firm)

located at \_\_\_\_\_  
(Number) (Street)  
\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on the \_\_\_\_\_ contract.

2. The \_\_\_\_\_ (MWBE Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Subcontractor MWBE Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
MDOT/Baltimore City Certification #

\_\_\_\_\_  
Email Address #

\_\_\_\_\_  
Telephone #

**3. PRIME'S SIGNATURE AND CERTIFICATION**

I certify under oath that I contacted the Certified MWBE and they advised me that they are unavailable, unable to perform the work/services for the above-contract or failed to respond to repeated requests for a price proposal for the above-contract.

\_\_\_\_\_  
Signature of Prime

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Rev 12/2024

**BALTIMORE COUNTY, MARYLAND**  
**MWBE - OUTREACH EFFORTS - COMPLIANCE STATEMENT**  
**(FORM E)**

***\*This document must be completed and submitted with Bid/Proposal to Baltimore County.***

***NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.***

In conjunction with the bid or offer submitted in response to Solicitation Number \_\_\_\_\_, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Attached to this form are copies of the solicitation documentation in accordance with Section 6 (E) Bid Requirements of the Executive Order, used to solicit certified MWBEs for the subcontract opportunities accompanied with the signed MWBE Subcontractor Unavailability Certificate (Form D).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Bidder/Offeror made the following attempts to solicit MWBEs:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature – Bidder Offeror

\_\_\_\_\_  
Print or Type Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City                      State      Zip Code

\_\_\_\_\_  
Date



**JOHN A. OLSZEWSKI, JR.**  
*County Executive*

**SEVETRA PEOPLES-BROWN**  
*Executive Director*  
*Chief of Diversity, Equity and Inclusion*

To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: December 13, 2024

Subject: Compliance Reporting and Penalties

Baltimore County, Maryland (the "County") requires all Prime Contractors and all Subcontractors to submit payment reports by the 10th of each month through an online MWBE Compliance Portal (PRISM). The Portal can be found under Compliance Reporting for Primes and Subcontractors at [www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe). In the event you are not able to enter your payments in PRISM, a spreadsheet is attached for your use. Please be sure to list the PO for each invoice/ payment reported and include in your submission any corresponding documentation (e.g. copies of invoices or canceled checks).

The County has found that a number of companies are failing to file reports in a timely manner, which makes it difficult for the County to verify compliance. As a result, the County has determined to assess penalties for non-compliance, effective September 1, 2018, as follows:

- (a) For failure to file timely monthly reports:
  - a. Assessment of a late fee of \$10 per day per task, up to a maximum of \$1,500 per task; and/or
  - b. For multiple violations, termination of the contract for convenience or for default, with the contractor suspended from participating in County contracts for five (5) years.
- (b) For failure to meet MWBE requirements:
  - a. Assessment of a penalty of up to 10% of the contract value; and/or
  - b. Termination of the contract for convenience, with the contractor suspended from participating in County contracts for five (5) years together with assessment of a penalty of up to 10% of the contract value; and/or
  - c. Termination of the contract for default together with assessment of a penalty of 10% of the contract value.

Each action and/or remedy described above is at the sole discretion of the County, and is in addition to any damages which the County may be entitled to under the contract. This short video can be used as guidance on submitting the Prime to Subcontractor Payment Reporting:

[http://stage.prismcompliance.com/etc/movies/vendor\\_contractpayment\\_tutorial.htm](http://stage.prismcompliance.com/etc/movies/vendor_contractpayment_tutorial.htm)



If after contract expiration, it has been determined the MWBE firms named were not used or were under used, by the contractor and supporting documentation was not provided and approved by the County the contractor may be assessed a penalty of up to 10% of the contract value and/or suspended from participating in County contracts for 5 years.

Questions regarding this correspondence and/or the use of this system can be directed to the MWBE Office at [mwbe@baltimorecountymd.gov](mailto:mwbe@baltimorecountymd.gov) or call (410) 887-3407.

Attachment:     MWBE Payment Report Form  
                  MWBE Payment Acknowledgement Form

Cc: File

## **S E C T I O N V**

### **POST AWARD DOCUMENTS**

**This Section to be Completed  
by Successful Bidder after Award**

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT ("Contract"), IS MADE THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Baltimore County, Maryland, a body corporate and politic ("County"), and \_\_\_\_\_, ("Contractor").

WITNESSETH, that the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the County, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work, services, and labor in fulfillment of the requirements of Contract Number **25115 GX1 & GX2** "Project") in strict conformity with the solicitation, plans, specifications, special provisions, any and all addenda, and the proposal, at the prices named therein, and all of which are collectively the Proposal, and said Proposal is attached hereto and made a part thereof.

The Project shall be done in strict compliance with (i) the Proposal, (ii) the Baltimore County Department of Public Works and Transportation September 2023 "Standard Specifications for Construction and Materials" and "Standard Details for Construction" (iii) and any and all revisions thereto as of the date of advertisement, including but not limited to the General Conditions Building Projects, as applicable, and all of which (i-iii) are made a part hereof and incorporated herein (collectively, the "Specifications"). Contractor understands and agrees it is Contractor's responsibility and obligation to obtain a copy of the "Specifications" and agrees the Specifications are incorporated herein. Copies are available on the County's website at [www.baltimorecountymd.gov/departments/public-works/standards](http://www.baltimorecountymd.gov/departments/public-works/standards).

The Project shall be subject to the inspection and approval of the Director of Public Works and Transportation for Baltimore County, or his authorized representative, and in the event any portion thereof shall be rejected by said Director or his representative as defective or unsuitable, then the said portion shall be removed and replaced and be performed anew to the satisfaction and approval of the said Director or his representative at the cost and expense of the Contractor.

THE CONTRACTOR AFFIRMS that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, as the same may be amended from time to time, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, of at least \$200,000.00, to file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

THE CONTRACTOR FURTHER COVENANTS AND AGREES that all the Project shall be furnished, performed and delivered, in every respect, to the satisfaction and approval of the Director of Public Works and Transportation, aforesaid, on or before the expiration of **One Hundred Twenty-two (122) CALENDAR DAYS** (the "Contract Period") after written notice has been given by the Director or their authorized representative to begin the work.

IT IS AGREED THAT TIME IS OF THE ESSENCE. In the event the Contractor fails to achieve Final Completion and Final Acceptance of the Contract work within the Contract Period specified herein, plus any extensions thereto agreed to in writing by a legally authorized representative of the County pursuant to the terms of this Contract, then Contractor shall pay the County the sum of **FIVE HUNDRED DOLLARS (\$500.00)** as Liquidated Damages for each **CALENDAR DAY** after the expiration of the Contract Period, as may be extended by the County, until the Contractor achieves Final Completion and Final Acceptance of the Project.

\_\_\_\_\_  
Contractor's Initials

\_\_\_\_\_  
Date

Rev. 09/2024

IT IS FURTHER AGREED that:

- (a) These Liquidated Damages are a reasonable estimate of the County's damages solely due to the public's loss of use of the Project during the delay period and is not a penalty.
- (b) It is very difficult, if not impossible, to accurately measure the damages to the County due to the public's loss of use of the Project during the delay period.
- (c) Notwithstanding GP 8.09 of the Baltimore County Standard Specification for Construction, in addition to the damages due to the public's loss of use of the Project during the delay period, the County is likely to incur additional direct costs during the delay period, including but not limited to, costs for construction management, consultants, architectural services, office trailer and supplies, utilities, County employees' time, County vehicles, and such other costs that the County will incur to continue administration of the construction and the Contract during the delay period, all of which will be monitored by the County, and if so required by the County, the Contractor shall pay such actual damages incurred during the delay period. THE PARTIES HERETO UNDERSTAND AND AGREE THAT CONTRACTOR'S OBLIGATION TO PAY THE COUNTY FOR ACTUAL DAMAGES DURING THE DELAY PERIOD SHALL BE IN ADDITION TO THE CONTRACTOR'S OBLIGATION TO PAY THE LIQUIDATED DAMAGES DUE TO THE PUBLIC'S LOSS OF USE OF THE PROJECT.
- (d) The County shall have the right, but not the obligation, to deduct the Liquidated Damages due to the public's loss of use of the Project, and the County's actual costs and costs to continue administration of the construction and the Contract, from any monies due or any monies that may become due to the Contractor.

IT IS DISTINCTLY UNDERSTOOD AND AGREED that no claim for extra work, material or overhead not specifically provided for in the Contract will be allowed by the County, nor shall the Contractor do any work or furnish any materials not covered by this Contract and the Specifications, unless the same is ordered in writing by a legally authorized representative of the Department of Public Works and Transportation in accordance with the terms of the Contract. Any such work or materials which may be done or furnished by the Contractor without any such written order first being given shall be at said Contractor's sole risk, cost and expense and Contractor hereby covenants and agrees that without such written order, Contractor shall make no claim for compensation for work, materials, or overhead so done or furnished.

NOTWITHSTANDING GP 4.06 OF THE BALTIMORE COUNTY STANDARD SPECIFICATIONS FOR CONSTRUCTION, IT IS SPECIFICALLY AGREED that the Contractor shall have no entitlement to damages arising out of delay, disruption, interference or hindrance from any cause whatsoever. However, this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud or gross negligence on the part of the County or its agents.

IT IS FURTHER DISTINCTLY AGREED that the said Contractor shall not assign this Contract, nor any part thereof, nor any right to any of the monies to be paid hereunder, nor shall any part of the work to be done or material furnished under said Contract be sublet without the prior written consent of a legally authorized representative of the Department of Public Works and Transportation in accordance with the terms of this Contract. Further, the acceptance of the final payment by the Contractor shall effectuate a release in full of all claims against County and its officials, employees, representatives, and agents arising out of, or by reason of the Project and this Contract.

The Contractor shall review government issued identification and badge all employees of the Contractor and its subcontractors. The Contractor shall also review all federal forms, including but not limited to I-9's, for compliance as well as copies of all employment eligibility and identity documentation maintained to the extent required by law.

The Bonds, given by the Contractor in a sum equal to the total contract price of the Project in compliance with the terms and provisions of this Contract, are hereby attached and incorporated herein.

IT IS AGREED that in the event that the County is delayed or prevented from timely execution of this Contract, the Contractor releases County and agrees Contractor shall have no action, claim or demand against County therefore.

**Contractor's Initials**

**Date**

Rev. 09/2024

THE CONTRACTOR HEREBY FURTHER AGREES to receive the prices set forth in the Proposal incorporated herein as full compensation for the completion of the Project and, in all respects, to complete said Contract to the satisfaction of the County.

**THE CONTRACTOR REPRESENTS AND WARRANTS:**

- (i) it is duly formed and validly existing under the laws of the State of \_\_\_\_\_;
- (ii) it is in good standing in the State of Maryland;
- (iii) it has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Contract;
- (iv) the Contractor and the person executing this Contract for the Contractor each warrant that he/she is duly authorized by the Contractor to execute and seal this Contract on the Contractor's behalf;
- (v) the warranties of merchantability and fitness for a particular purpose and use and warranties of title and against infringement, and all express warranties contained in this Contract, including but not limited to the Proposal (and any sample or model presented by Contractor and expressly accepted by the County) shall apply to the portion of this Contract pertaining to or for goods;
- (vi) all representations and warranties made in the Proposal and herein remain true and correct in all respects when made, as of the date of this Contract, and throughout the term of this Contract; and
- (vii) there exists no actual or potential conflict of interest between its performance under this Contract and its engagement or involvement in any other personal or professional activities and in the event such conflict or potential conflict arises during the term of this Contract, the Contractor shall immediately advise the County in writing thereof.

THE CONTRACTOR shall not disclose any documentation and information of any kind or nature disclosed to the Contractor in the course of its performance of duties hereunder without the express prior written consent of the County.

Those sections in this Contract which by their nature are intended to survive, including but not limited to, Contractor's representations and warranties, confidential information, and indemnification shall survive the termination of this Contract.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand and seal the day and year first above written.

**CONTRACTOR NAME:** \_\_\_\_\_

WITNESS FEDERAL TAX ID or SS #: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Name: \_\_\_\_\_

Type (Print) Name

Title: \_\_\_\_\_ Date: \_\_\_\_\_

WITNESS: **BALTIMORE COUNTY, MARYLAND**

\_\_\_\_\_  
Executive Secretary By: \_\_\_\_\_ Date: \_\_\_\_\_  
D'Andrea L. Walker, County Administrative Officer

\_\_\_\_\_  
Type (Print) Name

APPROVED FOR FORM AND LEGAL  
AND SUFFICIENCY\* (Subject to  
execution by the duly authorized  
Administrative official and Chairperson  
of the County Council, as indicated).

APPROVED:

\_\_\_\_\_  
Lauren T. Buckler, Director  
Department of Public Works & Transportation Date: \_\_\_\_\_

\_\_\_\_\_  
Office of the County Attorney

\*Approval of Form and Legal Sufficiency does not convey approval or disapproval of the substantive nature of this transaction. Approval is based upon typeset documents. All modifications require re-approval.

Rev. 09/2024

**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

<hr/>	
<b>Principal</b>	<b>Business Address of Principal</b>
<hr/>	
<b>Surety</b>	<b>Obligee: BALTIMORE COUNTY, MARYLAND</b> A body corporate and politic
<b>A Corporation of the State of _____ and authorized to do business in Maryland</b>	
<hr/>	
<b>Penal Sum of Bond (express in words and figures)</b>	<b>DOLLARS \$ _____</b>
<b>Shallow Creek Maintenance Dredging</b>	<b>Date of Contract 20 _____</b>
<b>Contract Name</b>	<b>Date of Contract 20 _____</b>
<b>25115 GX1 &amp; GX2</b>	<b>Date Bond Executed</b>
<b>Contract Number</b>	<b>_____</b>

**KNOW ALL MEN BY THESE PRESENTS**, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS, THE PRINCIPAL** entered into a certain contract with the OBLIGEE described and dated as shown above and is required to provide this bond pursuant to Maryland State law and/or County law and the contract.

**NOW, THEREFORE**, if the aforesaid PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the OBLIGEE with or without notice to the SURETY, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

**THE SURETY FURTHER GUARANTEES** That it is (a) licensed in the State of Maryland, (b) rated "B" or better by the A.M. Best Company, (c) on federal funded projects, authorized by the underwriting limitation contained in the U.S. Department of the Treasury Circular 570, as amended, to guaranty the amount of the Bid, and (d) in good standing as determined by the County's Engineer. A Performance Bond is required for each and every Contract in excess of twenty-five thousand (\$25,000). A Performance Bond shall be in the amount equal to at least one hundred (100%) percent of the Contract price. The fully executed Performance Bond shall be delivered by the Bidder to the Department's Division of Construction Contracts Administration no later than the time the Contract is to be executed by the Contractor.

**IN WITNESS WHEREOF**, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and seal of each party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

<b>In Presence of:</b>		<b>Individual Principal</b>
<b>Witness:</b> _____	<b>as to:</b> _____	<b>(SEAL)</b>
<b>Print Name:</b> _____	<b>Print Name:</b> _____	
<b>Attest:</b>		<b>Corporate Principal</b>
		_____ (Name of Corporation)
<b>Witness:</b> _____	<b>By:</b> _____	<b>Affix</b>
<b>Print Name:</b> _____	<b>Print Name:</b> _____	<b>Corporate</b>
	<b>Title:</b> _____	<b>Seal</b>
<b>Attest:</b>		<b>Surety</b>
		_____ (Name of Surety)
<b>Business Address:</b> _____		
<b>Witness:</b> _____	<b>By:</b> _____	<b>Affix</b>
<b>Print Name:</b> _____	<b>Print Name:</b> _____	<b>Corporate</b>
	<b>Title:</b> _____	<b>Seal</b>

Reviewed for Baltimore County Requirements

\_\_\_\_\_  
Office of the County Attorney

# PAYMENT BOND

Bond Number \_\_\_\_\_

Principal \_\_\_\_\_

Business Address of Principal \_\_\_\_\_

Surety \_\_\_\_\_

Obligee: **BALTIMORE COUNTY, MARYLAND**  
A body corporate and politic

A Corporation of the State of \_\_\_\_\_ and authorized to do business in Maryland

DOLLARS \$ \_\_\_\_\_

Penal Sum of Bond (express in words and figures) \_\_\_\_\_

Shallow Creek Maintenance Dredging  
Contract Name\_\_\_\_\_ 20 \_\_\_\_\_  
Date of Contract25115 GX1 & GX2  
Contract Number\_\_\_\_\_ 20 \_\_\_\_\_  
Date Bond Executed

**KNOW ALL MEN BY THESE PRESENTS**, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS, THE PRINCIPAL** entered into a certain contract with the OBLIGEE described and dated as shown above and is required to provide this bond pursuant to Maryland State law and/or County Law and the contract.

**NOW, THEREFORE**, the condition of this obligation is such that if the aforesaid PRINCIPAL shall promptly make payments to all persons supplying labor and/or material to the PRINCIPAL and to any subcontractor of the PRINCIPAL in the prosecution of the work provided for in said contract and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

**THE SURETY FURTHER GUARANTEES** That it is (a) licensed in the State of Maryland, (b) rated "B" or better by the A.M. Best Company, (c) on federal funded projects, authorized by the underwriting limitation contained in the U.S. Department of the Treasury Circular 570, as amended, to guaranty the amount of the Bid, and (d) in good standing as determined by the County's Engineer. A Payment Bond is required for each and every Contract in excess of twenty-five thousand (\$25,000). A Payment Bond shall be in the amount equal to at least one hundred (100%) percent of the Contract price. The fully executed Payment Bond shall be delivered by the Bidder to the Department's Division of Construction Contracts Administration no later than the time the Contract is to be executed by the Contractor.

**IN WITNESS WHEREOF**, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and seal of each party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

Individual Principal

Witness: \_\_\_\_\_

as to: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attest:

Corporate Principal

(Name of Corporation)

Witness: \_\_\_\_\_

By: \_\_\_\_\_ Affix

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Corporate

Title: \_\_\_\_\_ Seal

Attest:

Surety

(Name of Surety)

Business Address: \_\_\_\_\_

Witness: \_\_\_\_\_

By: \_\_\_\_\_ Affix

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Corporate

Title: \_\_\_\_\_ Seal

Reviewed for Baltimore County Requirements

Office of the County Attorney



**INSURANCE PROVISIONS**

**1. GENERAL REQUIREMENTS**

- 1.1 Coverages Required:  
Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverage's listed herein.
- 1.2 Certificate of Insurance:  
Before starting work on the contract, or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.
- 1.3 Baltimore County as Insured:  
The coverage required, excluding Workers' Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.
- 1.4 Contractor's/Vendor's Responsibility:  
The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.
- 1.5 Failure to Provide Insurance:  
Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract. The Contractor/Vendor must maintain the insurance coverages required under the terms and conditions on this Contract while this Contract is in effect including renewal and extension terms.

**2. INSURANCE COVERAGES**

- 2.1 General Liability Insurance
- 2.1.1 Minimum Limits of Coverage:  
Personal Injury Liability and Property Damage Liability  
Combined Single Limit - \$500,000 each occurrence.
- 2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.
- 2.1.3 Minimum Coverages to be Included:  
(a) Independent Contractor's coverage;  
(b) Completed Operations and Products Liability coverage;  
(c) Contractual Liability coverage.

- 2.1.4 Damages not to be Excluded:  
Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to:  
(a) Collapse of, or structural injury to, any building or structure;  
(b) Damage to underground property; or  
(c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

- 2.2.1 Minimum Limits of Coverage:  
Bodily Injury Liability and Property Damage Liability  
Combined Single Limit - \$500,000 any one accident.
- 2.2.2 Minimum Coverages to be Included:  
Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including  
Employers' Liability insurance with limits of at least:  
Bodily Injury by Accident - \$250,000 each accident  
Bodily Injury by Disease - \$500,000 policy limit  
Bodily Injury by Disease - \$250,000 each employee

2.4 Valuable Papers and Records Coverage and Electronic Data Processing (Data and Media) Coverage

Minimum Limits of Coverage:  
\$100,000 Per Claim and Each Occurrence  
\$100,000 in the Aggregate

2.5 Other

Such other insurance in form and amount as may be customary for the type of business being under taken by the Contractor/Vendor.