TECHNICAL SPECIFICATIONS

FOR

Dredging
of
Downtown Hampton Marina
Hampton, Virginia

01/14

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SPECIAL WORK REQUIREMENTS AND RESTRICTIONS

Part 1 - GENERAL

1.1 Special Work Requirements

The work consists of maintenance dredging of the berth and approach channel to the Downtown Hampton Marina in Hampton, Virginia to the depths and widths indicated on the contract drawings. The Contractor must perform the scheduled work with a mechanical dredge. The Contractor shall remove and dispose of all excavated material at his expense in the Corps of Engineers’ Craney Island Dredged Material Management Area (CIDMMA). The OWNER has obtained all required permits from the Corps of Engineers and Virginia Marine Resources Commission. A separate permit from the Department of Environmental Quality was not required for this project. Copies of the permits are attached to the end of these specifications.

1.2 Substantial Completion (Dredging)

The condition when the OWNER agrees that dredging is sufficiently complete, in accordance with the contract documents, so that it can be utilized by the OWNER for the purposes for which it is intended. The OWNER will agree that the dredging is Substantially Complete once an after dredging survey has been completed and the Engineer has informed the OWNER that any remaining shoals, lumps or other lack of contract depth would not interfere with safe navigation.

1.3 Final Completion (Dredging)

The work will have reached Final Completion upon the complete removal of all shoals, lumps or other lack of contract depth (unless waived in accordance with paragraph 8 below) and a final after dredging survey is completed and accepted by the Engineer and the OWNER.

1.4 Noise Control and Abatement

The Contractor shall employ the use of properly installed and maintained mufflers, silencers, and manufacturer’s recommended sound suppressors on all plant, machinery, and equipment used on this work. The use of sound signals such as whistles, horns, or bells shall not be used if two-way radio communication can accomplish the required function. The Contractor shall not use sound signals, with the exception of those signals required for vessel operations by the U.S. Coast Guard, during the time between sunset and sunrise.

Part 2 - PHYSICAL DATA

2.1 Physical Conditions Information

The physical conditions indicated on the drawings and in the specifications are the results of the most recent surveys. Information and data furnished or referred to below is furnished for the Contractor’s information; however, it shall be expressly understood that the OWNER will not be responsible for any interpretation or conclusion drawn from this information or data by the Contractor.
2.2 **Weather Conditions Information**

Complete weather forecasts, records and reports may be obtained from the National Weather Service in Wakefield, Virginia, telephone (757) 899-4200, menu selection service or operator assisted as applicable. The Contractor shall satisfy himself as to the hazards likely to arise from the weather conditions during the dredging period.

2.3 **Weather/Physical Conditions**

The location of the work is tidal and protected from most storms. The approximate mean range of tide at the site is noted on the contract drawings. Tidal currents are not of sufficient velocity to interfere with dredging operations.

2.4 **Condition of Dredging Area**

The drawings show the condition of the berths and adjacent channels at the time of the most recent survey which was taken on September 23, 2013. This survey will be the Before Dredging survey used for the determination of pay quantities. There are not any known pipes, bridges, or tunnels that cross the area to be dredged.

2.5 **Obstruction of Channel**

The OWNER will not undertake to keep the area of channels free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act, approved 3 August 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractors’ plant so obstructs the berths as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such and extent as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under this contract in navigable water or on shore.

2.6 **Responsibility**

The Contractor shall hold and save harmless the OWNER, its officers, and employees from all claims that may arise as a result of the Contractor’s negligence in connection with the work performed under the contract, or from noncompliance by the Contractor with the provisions of the contract drawings and specifications, or from noncompliance by the Contractor with the instructions of the OWNER.

2.7 **Oyster Grounds**

There are no known oyster grounds in the vicinity of the areas to be dredged.
Part 3 - LAYOUT OF WORK AND SURVEYS

3.1 General

The Contractor shall be responsible for the layout of all work and have all markings placed in the field, marked by a licensed Professional Engineer or Surveyor currently licensed in the Commonwealth of Virginia. The markings shall be placed in the immediate work areas only and shall be removed once a work area has been accepted. The Engineer will establish the tide staff gauge within vicinity of the work area. The corner point coordinates for each contract dredging area or acceptance section are shown on the plans. The coordinates and monument descriptions for the existing horizontal control within vicinity of the work areas may be obtained from the Engineer. Point of contact concerning this request is Bob Taliaferro, Waterway Surveys and Engineering, telephone (757) 490-1691, or FAX (757) 490-1348. The Contractor shall be responsible for using this information to dredge within the areas and prisms as shown. The Contractor shall establish and maintain at his own expense all markings of the dredging areas and shall remove same upon completion of the work. The contract completion time will not be extended due to failure of the Contractor to adequately establish and maintain his markings of the work areas.

3.2 Electronic Survey and Positioning Systems

When the Contractor utilizes electronic survey and positioning systems to perform dredging and dredged material placement operations, the systems utilized and all work accomplished with the use of the systems shall be approved by the Engineer.

3.3 Before Dredging Survey

The Before Dredging Survey is being furnished with the plans that accompany these specifications.

3.4 Datum and Benchmarks

The plane of reference shall be Mean Lower Low Water (MLLW) as established by National Ocean Service (NOS), as used on the drawing and in these specifications. The following listed benchmark is referenced on the drawings and shall be used by the Contractor for the locations specified:

NGS Disk Stamped “863-8252 Tidal 1”

ELEVATION: 6.16 feet above Mean Lower Low Water (NOS), Tidal Epoch 1983-2001

The bench mark is located on the west side of the grounds of Hampton University on the north end of the seawall.
Part 4 - INSPECTION

4.1 General

The presence of the OWNER’s construction representative shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

4.1.1 To furnish, on the request of the OWNER or any construction representative, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys, prescribed in paragraph entitled "FINAL EXAMINATION AND ACCEPTANCE" of this Section.

4.1.2 To furnish, on the request of the OWNER or any construction representative, suitable transportation from all points on shore designated by the OWNER to and from the various pieces of plant, and to and from the dredged material placement site. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the OWNER, and any resultant cost incurred by the OWNER will be deducted from any amounts due or to become due the Contractor.

4.2 Work on Sundays, Holidays, and Nights

Except as otherwise restricted herein, dredging may be performed from 7:00 am to 7:00 pm – Monday through Friday. The Contractor at his expense shall provide adequate lighting, in compliance with all OSHA Regulations and Coast Guard Regulations for thorough inspection of night operations.

Part 5 - CONTINUITY OF WORK

Payment will not be made for work done in any area designated by the OWNER until the full depth required under the contract is secured in the whole of such areas, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the OWNER. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening.

Part 6 - SHOALING

6.1 Shoaling Prior to Dredging

The drawings and quantity estimates are based on the condition of the channel at the time of the most recent survey (measurements collected on September 23, 2013.) Any shoaling that has developed, subsequent to the survey indicated on the drawings and contiguous to the areas indicated to be dredged under this contract, shall be removed by the Contractor at the contract unit price for dredging, including any applicable unit price adjustments if so directed by the OWNER.
6.2 Shoaling Subsequent to Dredging

If shoaling occurs before the contract is completed in any section previously accepted, including shoaling in the finished basin, because of the natural lowering of the side slopes, re-dredging at contract price, including any applicable unit price adjustments, within the limit of available funds, may be done if agreeable to both the Contractor and the OWNER.

Part 7 - FINAL EXAMINATION AND ACCEPTANCE

As soon as practicable after the completion of the entire work or any portion of the work which in the opinion of the OWNER will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the OWNER by soundings. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the Contractor will be required to remove same by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived at the discretion of the OWNER. The Contractor shall provide adequate advance notice to the OWNER of the completion of dredging of each acceptance section to insure prompt performance of the after dredging acceptance surveys. The Contractor shall provide the notice at least 5 calendar days in advance of anticipated completion of each section of work. If the Contractor fails to provide this advance notice, the OWNER will not be responsible for any delays caused by incomplete surveys. The Contractor will be notified when soundings are to be made, and may accompany the survey party. When the area is found to be in satisfactory condition, it will be accepted. Should more than one sounding operation by the OWNER over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding, the cost of such second and any subsequent sounding operations will be charged against the Contractor at the rate of $3,750.00 per day for each day in which the Engineer is engaged in sounding or is in route to or from the site or held at or near the said site for such operations. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

Part 8 - SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65-feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army and the Commandant, U. S. Coast Guard.

Part 9 - BRIDGE-TO-BRIDGE RADIO COMMUNICATION

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

The Contractor shall provide the OWNER construction representative a portable radio capable of communicating with the dredge for the duration of work under this contract. The Contractor shall maintain the radio as required.

Part 10 - NOTIFICATION OF COAST GUARD

Prior to commencement of work on this contract, the Contractor shall notify the Commander, Fifth Coast Guard District of his intended operations to dredge and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least 5 workdays prior to the commencement of this dredging operation.

10.1 Local Notice To Mariners

The Local Notice to Mariners (LNM) is available from the Coast Guard at (703) 313-5900 and on their Internet Site at: www.navcen.uscg.gov. The LNM is the primary means for disseminating information concerning aids to navigation, hazards to navigation, and other items of marine information of interest to mariners on the waters of the United States; its territories, and possessions. These notices are essential to all navigators for the purpose of keeping their charts, light lists, Coast Pilots and other nautical publications up-to-date. These notices are published weekly. They may be obtained free of charge, by making application to the 5th Coast Guard District, Federal Building, 431 Crawford Street, Portsmouth, Virginia 23704. If the Contractor encounters any objects on the channel bottom during dredging operations or transport of his plant, which could be a hazard to navigation, he shall notify the Coast Guard immediately as to location and at the same time notify the OWNER.

10.2 Navigation Aids

The Contractor shall not relocate or move any aids 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 in writing to the address above with a copy to the OWNER not less than 15 calendar days prior to such need for movement. The Contractor shall notify the U. S. Coast Guard of the approximate time the navigation aid may be relocated to its original position. In the event that the Contractor disturbs or damages any navigation aid during work operations, which includes during mobilization or demobilization of his plant, the Contractor shall immediately stop the activity which disturbed or damaged the navigation aid, take immediate corrective action to prevent further disturbances or damage, and shall notify the Coast Guard immediately as to location and at the same time notify the OWNER.
Part 11 - ENVIRONMENTAL LITIGATION

If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the OWNER, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the OWNER in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof. The term "environmental litigation" means a lawsuit alleging that the work will have an adverse effect on the environment or that the OWNER has not duly considered, either substantively or procedurally, the effect of the work on the environment.

*** End of Section ***
1 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BID FORM and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.1 Payment - Mobilization and Demobilization

All costs connected with the mobilization and demobilization of all of the contractor's dredging plant and equipment as defined above will be paid for at the contract lump sum price for this item. The mobilization and demobilization may not exceed twenty five percent of the total contract price. Sixty percent of the lump sum price will be paid to the contractor upon completion of his mobilization at the work site. The remaining forty percent will be paid to the Contractor upon completion of demobilization. In the event the OWNER considers that the amount in this item, sixty percent which represents mobilization and forty percent which represents demobilization, does not bear a reasonable relation to the cost of the work in this contract, the OWNER may require the contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the OWNER will result in payment of actual mobilization costs, as determined by the OWNER, at the completion of mobilization, and actual demobilization costs, as determined by the OWNER, at the completion of demobilization. The determination of the OWNER is not subject to appeal.

1.1.1 Mobilization

Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations, this shall include transfer of dredge, attendant plant, and equipment to site, all initial installation of pipe, placement site inspection and any other associated work that is necessary in advance of the actual dredging operations.

1.1.2 Demobilization

Demobilization shall include general preparation for transfer of plant to its home base, removal of equipment, cleanup of site of work including the placement area (as applicable), placement site grading and ditching (as applicable), spillbox maintenance (as applicable), and transfer of plant to its home base.

2 UNIT PRICE PAYMENT ITEMS

The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.
2.1 Payment - Dredging

Payment to be made for costs associated with dredging shall include the cost of removal, transportation and disposal of dredged material in the designated placement area as indicated and specified exclusive of the Lump Sum Payment Items as defined above. The total amount of material removed and to be paid for under this payment item will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last surveys made before dredging, and the bottom surface shown by the soundings of surveys made as soon as practicable after the work has been completed. The volume for measurement and payment shall include the material within the limits of overdepth and side slopes described in paragraph "Required Dredging Prism, Overdepth, and Side Slopes" of SECTION 02881, less any deductions that may be required for misplaced material described in subparagraph "Misplaced Material", below. The drawings are believed to accurately represent conditions at the time of the surveys indicated. New soundings will NOT be taken immediately before dredging. The Contractor's unit price for dredging, based on the above method of computation of the quantity for payment, shall include his evaluation of shoaling, other natural changes in the waterway, or changes caused by the Contractor's operations that might occur during the period between the surveys before dredging and the surveys for acceptance of the work. Computations for payment purposes will be made by the Engineer using the average end area method and electronic data processing machines. Determination of quantities removed and the deductions made to determine quantities in place to be paid for in the areas specified, after having once been made, will not be reopened except on evidence of collusion, fraud, or obvious error.

2.1.1 Misplaced Material

Any material that is deposited elsewhere than in places designated or approved by the OWNER will not be paid for, and the contractor may be required to remove such misplaced material and deposit it where directed at his expense.

2.1.2 Excessive Dredging

Material taken from outside the specific areas to be dredged or beyond the limits as extended in paragraph "Required Dredging Prism, Overdepth, and Side Slopes" will be considered as excessive overdepth dredging, or excessive side slope dredging, for which payment will not be made. Nothing in these specifications shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of Paragraph SHOALING and Paragraph FINAL EXAMINATION AND ACCEPTANCE of Section 01005.

2.2 Variations in Estimated Dredging Quantities

Where the quantity of a pay item in this Contract is an estimated quantity and where actual quantity of such pay item varies more than fifteen (15%) percent above or below the estimated quantity determined by a Before Dredging survey, an equitable adjustment shall be made upon demand of either party. The equitable adjustment shall be based upon any decrease or increase in costs due solely to the variations above one hundred fifteen (115%) percent or below eighty-five percent (85%) of the estimated quantity. The above variation in quantities will be calculated on the quantity of material removed above the project depth and side slopes only and will not be made on the material in the areas classified as allowable "over depth".
2.3 **Monthly Partial Payments**

Monthly partial payments will be based on estimated quantities determined by the Contractor and approved by the Engineer.

*** End of Section ***
SECTION 01130
ENVIRONMENTAL PROTECTION

1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

B. 40 CFR 261, Identification and Listing of Hazardous Waste

2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

3 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

3.1 Protection of Features

This section supplements the Contract Clause PROTECTION OF PERSONS AND PROPERTY. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause, which are not specifically identified on the drawings or otherwise specified as environmental features requiring protection. The Contractor shall protect those environmental features as indicated and specified, in spite of interference, which their preservation may cause to the Contractor’s work under the contract.

3.2 Permits

This section supplements the Contractor’s responsibility under the contract clause LAWS AND REGULATIONS to the extent that the OWNER has already obtained environmental permits for the required dredging and dredged material placement. The contractor shall comply with the terms and conditions of these permits.
4 ENVIRONMENTAL PROTECTION PLAN

Within 10 calendar days of Notice of Award, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the OWNER. The OWNER will consider an interim plan for the first 5 days of operations; however, the Contractor shall furnish an acceptable final plan not later than 10 calendar days after receipt of the Notice to Proceed. Acceptance is conditional and is predicated upon satisfactory performance during construction. The OWNER reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the OWNER determines that environmental protection requirements are not being met. The plan shall detail the actions that the Contractor will take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The environmental protection plan shall comply with the requirements of the *Virginia Erosion and Sediment Control Handbook* and EM 385-1-1 and include, but not be limited to, the following:

4.1 List of State and Local Laws and Regulations

The Contractor shall provide as part of the Environmental Protection Plan a list of all Federal, State and local environmental laws and regulations that apply to the construction operations under the Contract.

4.2 Spill Control Plan

The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

a) The name of the individual who will be responsible for implementing and supervising the containment and cleanup.

b) Training requirements for Contractor's personnel and methods of accomplishing the training.

c) A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

d) The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

e) The methods and procedures to be used for expeditious contaminant cleanup.

f) The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the OWNER in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.
4.3 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

4.4 Environmental Monitoring

The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations and a description of how this monitoring will be accomplished.

SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

4.5 Dredged Material Disposal in the Craney Island Dredged Material Management Area

Material deposited in the Craney Island Dredged Material Management Area shall be deposited only in those areas specified by the Corps of Engineers. Dredged material placement operations shall be managed and controlled as approved by the Corps of Engineers.

4.6 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials. Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. The Contractor shall transport all solid waste and dispose in compliance with Federal, State, and local requirements.

4.7 Disposal of Contractor Generated Hazardous Wastes

Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from OWNER property within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open watercourses, or into the sanitary sewer system.

4.8 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

5 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.
5.1 Monitoring of Water Areas Affected by Construction Activities

The Contractor shall perform discharge monitoring, inspections, sampling and testing, reporting, and record keeping as indicated and specified and as set forth in the permit conditions.

6 INSPECTION

If the OWNER notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the OWNER of proposed corrective action and immediately take such action to correct the noncompliance. If the Contractor fails to comply promptly, the OWNER may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

7 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

8 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel as a part of the weekly toolbox meetings. The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants shall also be discussed. Other items to be discussed shall include recognition and protection of archaeological sites and artifacts, navigation aides, wildlife and waterfowl habitats, and dredged material placement operations.

*** End of Section ***
SECTION 02881
DREDGING

1 GENERAL

1.1 Plant

Plant and equipment employed on the work shall be in satisfactory operating condition and capable of safely and efficiently performing the work as indicated or specified and shall be subject to inspection and approval by the OWNER at all times. Equipment and machinery, including pipelines and supporting plant, shall be of sufficient size and kept in good condition at all times. Any leaks or deficiencies shall be promptly and properly repaired. No reduction in the capacity of the plant employed on the work shall be made except by written permission of the OWNER. The measure of the “capacity of Plant” shall be its actual performance on the work to which these specifications apply. All floating plant and pipelines used as access ways or working platforms shall be equipped with walkways and guardrails conforming to Corps of Engineers Manual EM 385-1-1 and meet OSHA requirements for worker safety.

1.2 Character of Materials

The material to be removed from within the limits indicated on the contract drawings includes shoal material that has accumulated since the areas were last dredged. Bidders are expected to examine the site of work and decide for themselves the character of the materials.

1.3 Obstruction Identification

The Contractor may encounter obstructions or other debris that is not identified and may pose a hazard to navigation. The Contractor shall advise the OWNER immediately of any obstructions or other debris of this nature that is encountered.

2 PLACEMENT OF EXCAVATED MATERIAL

2.1 General

The Contractor shall transport and deposit the material to be excavated at his expense as indicated and specified on the Contract Drawings. Department of the Army, Corps of Engineers and Virginia Marine Resource Commission (VMRC) permits for the dredging and placement of the material in the Craney Island Dredged Material Management Area (CIDMMA) have been obtained by the OWNER. The Contractor shall comply with all terms and conditions of the permits. The Contractor shall make all necessary arrangements and bear all costs in connection with the placement of the dredged material in the CIDMMA. All materials deposited in the CIDMMA and all operations associated therewith shall be performed at the Contractor’s risk and expense. Upon notice of award, Contractor shall complete the attached NAO Form 66 and submit it to the Norfolk District, Corps of Engineers, ATTN: Joel Scussel (Joel.F.Scussel@usace.army.mil).
3 REQUIRED DREDGING PRISM, OVER DEPTH, AND SIDE SLOPES

3.1 Required Dredging Prism

Within the specific areas indicated to be dredged or areas approved by the OWNER, the required dredging prism is defined by the required depths and applicable side slopes as indicated and specified. The actual quantity within the required dredging prism will be computed from the last surveys made before dredging.

3.2 Over Depth

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

3.3 Side Slopes

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

3.4 Method of Obtaining Soundings

Soundings to determine the volume of material removed under this contract will be made with an echo sounding survey recorder operating on a frequency of 200 KHz. The equipment will be adjusted by the bar check method to compensate for variations of the velocity of sound in water.

3.5 Basis of Surveys

The Engineer's hydrographic surveys shall be the sole basis for determining payment for dredging and final acceptance.

4 QUALITY CONTROL

The Contractor shall establish and maintain a quality control system for all dredging operations to assure compliance with contract requirements and record his inspections and tests under this system.

4.1 Inspections and Testing Requirements

Inspections and testing shall be the responsibility of the Contractor including but not limited to the following:

4.1.1 Placement Area Inspections

Inspection of any required placement area maintenance and surveillance.
4.1.2  **Dredging Area Inspections and Tests**

Inspections and tests to assure water quality standards are not exceeded in the vicinity of the dredge during dredging operations.

4.1.3  **Equipment and Machinery Requirements**

All measuring equipment, global positioning systems (GPS) and other electronic positioning systems, data plotting and recording equipment, and procedures associated with each respective item of equipment, shall be subject to the approval of the Engineer. All records produced by the equipment shall be inspected and certified as complete by the Contractor's Quality Control Representative and included as a part of the Daily Quality Control Report.

4.1.4  **Miscellaneous Inspections and Test Records**

A copy of the records of all inspections and tests, as well as record of corrective action taken, shall be included in the Control Plan and furnished to the OWNER as a part of the Daily Quality Control Report.

4.1.5  **Inspection and Test Records**

A copy of the records of inspections and tests, as well as record of corrective action taken, shall be provided to the OWNER with the Daily Report of Operations.

4.1.6  **Reporting and Certificates**

All measuring, plotting and recording equipment and procedures shall be subject to the approval of the OWNER. All records produced by the equipment shall be authenticated by an authorized representative of the Contractor and then provided to the OWNER with the Daily Report of Operations.

5  **REPORTING REQUIREMENT**

The Contractor shall prepare and maintain a daily report of operations and furnish copies daily to the OWNER. A copy of the form prescribed for recording the required information and any further instructions on the preparation of the report will be furnished at the preconstruction conference.

*** End of Section ***
ATTACHMENT

ENVIRONMENTAL PERMITS

U.S. Army Corps of Engineers
Virginia Marine Resources Commission
Department of Environmental Quality - no permit required
City of Hampton Wetlands Board – no permit required
Southern Virginia Regulatory Section  
NAO-1999-2494 / VMRC#13-V1727 (Hampton River)  

City of Hampton  
Attn: Lynn Allsbrook  
22 Lincoln Street- 4th Floor  
Hampton, Virginia 23669  

Dear Ms. Allsbrook:  

This is in reference to the Department of the Army application (NAO-1999-2494 /  
VMRC#13-V1727) you have submitted to mechanically maintenance dredge  
approximately 2,850 cubic yards of material to a maximum depth of -8 feet at mean low  
water from 22,500 square feet of subaqueous bottom within an existing marina basin. The  
dredged material will be barged to and disposed of at the Craney Island Dredged  
Material Management Area in Portsmouth, Virginia. All work will be performed at 714  
Settlers Landing Road in Hampton, Virginia. Your proposed project as described above  
and depicted on attached drawings entitled “Proposed Dredging,” dated November 6,  
2013 and stamped as received by our office on November 14, 2013 satisfies the terms  
and conditions of Norfolk District’s Regional Permit 2 (13-RP-2). Provided that you  
follow the general and special conditions of 13-RP-2, as well as, any additional  
conditions that have been included below; no further authorization will be required from  
the Corps.  

Special Conditions:  

a) The dredged material will be transported by barge (note: change if pipeline will be  
used instead) to Craney Island Dredged Material Management Area (CIDMMA) and the  
Craney Island Rehandling Basin (CIRB). If the CIDMMA or the CIRB becomes  
unavailable for use as a dredged material placement area during the terms of this  
authorization, you will be responsible for finding an alternate placement area and having  
it approved by this office prior to any further dredging.  

b) Permitted users of CIDMMA and all associated dredged material placement  
operations shall comply with current version of the Army Corps of Engineers, Norfolk  
District, Commander’s Policy Memorandum Number WRD-01, “Deposition of Dredged  
Material and use of the Craney Island Dredged Material Management Area, Norfolk  
Harbor, Virginia”.  

c) The attached form entitled "Deposit of Material into Craney Island" must be  
completed prior to depositing material into the CIDMMA and Rehandling Basin. Please
be advised that it is the permittee’s responsibility to ensure that the Corps receives the appropriate payments. Contact our Operations Support Section at 757-201-7642 or 7645 to obtain current conditions and toll rates at CIDMMA.

d) The permittee is advised that the prime contractor performing the dredging project must obtain a Real Estate license from the Norfolk District Real Estate Office prior to the commencement of any work which would utilize the CIDMMA or Government Bulkhead Facilities at the CIIRB. The permittee/prime contractor should contact the Norfolk District Real Estate Acquisition, Management, and Disposal Section at 757-201-7730 for further information regarding the Department of the Army License.

e) Within 30 days of completion of the dredging, an after-dredge hydrographic survey, prepared by a state-certified engineer or surveyor, must be provided to the Corps. The hydrographic survey should reference a local tidal or geodetic datum.

f) Barges and scows used to transport dredged material may be filled only to a point where no overflow occurs. No overflow pipes are allowed.

Enclosed is a "compliance certification" form, which must be signed and returned within 30 days of completion of the project. Your signature on this form certifies that you have completed the work in accordance with the regional permit terms and conditions.

Activities authorized under this RP must be completed by August 14, 2018. If this RP is reissued at that time, and if this work has not been started or completed, but the project continues to meet the terms and conditions of the revalidated RP, then the project will continue to be authorized. The Corps will issue a special public notice announcing any changes to the Regional Permits when they occur; however, it is incumbent upon you to remain informed of changes to the RPs. Activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon this RP that do not meet the terms and conditions of the revalidated RP will remain authorized provided the activity is completed within twelve months of the date of this RP’s expiration (i.e. August 14, 2019), unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR Part 325.7(a-e). If work cannot be completed by August 14, 2019, you must reapply for separate permit authorization in order to meet current permit criteria.

The State Water Control Board provided unconditional §401 Water Quality Certification for this RP. Therefore, the activities that qualify for this RP meet the requirements of Department of Environmental Quality’s (DEQ) Virginia Water Protection Permit Regulation, provided that the permittee abides by the conditions of this RP. You will not be required to obtain a separate 401 Water Quality Certification from DEQ. However, a permit may be required from the Virginia Marine Resources Commission.
and/or your local wetlands board. Please note that you should obtain all required State and local authorizations before you proceed with the project. This authorization does not relieve your responsibility to comply with local requirements pursuant to the Chesapeake Bay Preservation Act (CBPA), nor does it supersede local government authority and responsibilities pursuant to the Act. You should contact your local government before you begin work to find out how the CBPA applies to your project.

Pursuant to the Coastal Zone Management Act (CZMA) of 1972, the Virginia Department of Environmental Quality Virginia Coastal Zone Management Program (VCP) completed its review of the Federal Consistency Determination (FCD) for this RP on May 10, 2013 and provided concurrence that this RP is consistent with the VCP. Therefore, no further coordination with the VCP is required. Authorizations under this RP do not supersede state or local government authority or responsibilities pursuant to any State or local laws or regulations.

If you have any questions and/or concerns about this permit authorization, please contact Nicole Woodward via telephone at (757) 201-7122 or via email at nicole.l.woodward@usace.army.mil.

Sincerely,

[Signature]

Nicole L. Woodward
Project Manager, Southern Virginia
Regulatory Section

Enclosure(s)

Cc: Agent
Virginia Marine Resources Commission
Local Wetlands Board
Department of Environmental Quality
### 18. DREDGING, MINING, AND EXCAVATING

**Fill out the following tables for dredging projects**

<table>
<thead>
<tr>
<th>NEW dredging</th>
<th>MAINTENANCE dredging</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic</td>
<td>Mechanical (clamshell, dragline, etc.)</td>
</tr>
<tr>
<td>Cubic yards</td>
<td>Cubic yards</td>
</tr>
<tr>
<td>Square feet</td>
<td>Square feet</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vegetated wetlands</th>
<th>Cubic yards</th>
<th>Square feet</th>
<th>Cubic yards</th>
<th>Square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>850</td>
<td>22,500</td>
<td>2,000</td>
<td>22,500</td>
</tr>
</tbody>
</table>

**Totals**

<table>
<thead>
<tr>
<th>Cubic yards</th>
<th>Square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>850</td>
<td>22,500</td>
</tr>
</tbody>
</table>

Is this a one-time dredging event? **Yes** × **No**
If "no", how many dredging cycles are anticipated: **1 every 10 years**

(____ initial cycle in cu. yds.) (____ subsequent cycles in cu. yds.)

**Composition of material (percentage sand, silt, clay, rock):**
Provide documentation (i.e., laboratory results or analytical reports) that dredged material from on-site areas is free of toxics. If not free of toxics, provide documentation of proper disposal (i.e., bill of lading from commercial supplier or disposal site).

Est. 90% silt/clay, 10% sand - this material is from a mooring basin - there are no repair/fueling areas in the vicinity of the basin.

**Please include a dredged material management plan that includes specifics on how the dredged material will be handled and retained to prevent its entry into surface waters or wetlands. If on-site dewatering is proposed, please include plan view and cross section drawings of the dewatering area and associated outfall.**

The material will be mechanically dredged, barged to Craney Island and deposited into the Rehandling Basin.

Will the dredged material be used for any commercial purpose or beneficial use? **Yes** × **No**
If yes, please explain:

If this is a maintenance dredging project, what was the date that the dredging was last performed? **1999-2000**
Permit number of original permit: **90-0194/09-0406** (It is important that you attach a copy of the original permit.)

**For mining projects:** On separate sheets of paper, explain the operation plans, including: 1) the frequency (i.e., every six weeks, for example), duration (i.e., April through September), and volume (in cubic yards) to be removed per operation; 2) the temporary storage and handling methods of mined material, including the dimensions of the containment berms used for upland disposal of dredged material and the need (or no need) for a liner or impermeable material to prevent the leaching of any identified contaminants into ground water; 3) how equipment will access the mine site; and 4) verification that dredging: a) will not occur in water body segments that are currently on the effective Section 303(d) Total Maximum Daily Load (TMDL) priority list or that have an approved TMDL; b) will not exacerbate any impairment; and c) will be consistent with any waste load allocation/limit/conditions imposed by an approved TMDL.

Have you applied for a permit from the Virginia Department of Mines, Minerals and Energy? **Yes** × **No**

Contributing drainage area: **<1** square miles
Average stream flow at site (flow rate under normal rainfall conditions): **tidal** cfs
NOTES:

1. SOUNDINGS WERE TAKEN USING A RECORDING FATHOMETER OPERATION AT 208 KHZ ON SEPTEMBER 23, 2013.

2. SOUNDINGS ARE IN FEET REFERRED TO MEAN LOWER LOW WATER (MLLW) (TIDAL EPOCH 83-01).

3. COORDINATES ARE IN U.S. SURVEY FEET REFERRED TO THE VIRGINIA STATE GRID (SOUTH ZONE) BASED ON NAD83.

4. TEMPORARY BENCHMARK IS A NORFOLK DISTRICT, CORPS OF ENGINEERS GAGE AND IS LOCATED DOWN RIVER FROM THE PROJECT SITE. ELEV. = 3.70' MLLW

LOCATION MAP

PREPARED BY:
Waterway
Surveys & Engineering, Ltd.
Virginia Beach, Virginia

PROPOSED DREDGING
IN: HAMPTON RIVER
CITY: HAMPTON
STATE: VIRGINIA
APPLICATION BY: CITY OF HAMPTON
SCALE: 1"=500' DATE: NOV. 5, 2013
SHEET 1 OF 3
DEPOSIT OF DREDGED MATERIAL INTO CRANEY ISLAND

1. This form is to be filled out by the permittee and returned to the U.S. Army Corps of Engineers prior to each deposit of dredged material into the Craney Island Dredged Material Area or the Craney Island Rehandling Basin. The Norfolk District limits the annual amount of dredged material pumped into Craney Island to approximately 5 mcy per year.

2. Return this form to: Norfolk District Corps of Engineers FAX Number: 757-201-7322
ATTN: CENAO-WR-00 Email: joel.f.scussel@usace.army.mil
803 Front Street Norfolk, Virginia 23510-1011

3. This form must be filled out each time dredging operations occur for the duration of the permit and submitted 60 days in advance for projects under 100,000 cy, 1 year in advance for projects greater than 100,000 cy and less than 500,000 cy, and 2 years in advance for projects greater than 500,000 cy.

4. For all new work projects, furnish representative soil borings and sieve analysis, including % retained on #200 sieve, for the material to be dredged.

<table>
<thead>
<tr>
<th>Permittee Name, Address and Phone Number</th>
<th>Contractor and Address</th>
<th>Permit Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Hampton, Attn: Lynn Allsbrook</td>
<td></td>
<td>NAO-1999-2494</td>
</tr>
<tr>
<td>22 Lincoln St, 4th Floor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hampton, VA 23669</td>
<td></td>
<td></td>
</tr>
<tr>
<td>757-727-6346</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Survey Performed By

<table>
<thead>
<tr>
<th>Description of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dredging Hampton Marina</td>
</tr>
</tbody>
</table>

Deposit Number

<table>
<thead>
<tr>
<th>Deposit Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>W91236-13-C-0007</td>
</tr>
</tbody>
</table>

Type of Material

<table>
<thead>
<tr>
<th>Type of Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance</td>
</tr>
</tbody>
</table>

Estimated Quantity to Be Deposited

<table>
<thead>
<tr>
<th>Estimated Quantity to Be Deposited</th>
</tr>
</thead>
<tbody>
<tr>
<td>2850 Cubic Yards</td>
</tr>
</tbody>
</table>

Estimated Dredging Period

<table>
<thead>
<tr>
<th>Estimated Dredging Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
</tr>
<tr>
<td>To:</td>
</tr>
</tbody>
</table>

Location of Deposit

<table>
<thead>
<tr>
<th>Location of Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Pump</td>
</tr>
<tr>
<td>Rehandling Basin</td>
</tr>
</tbody>
</table>

Signature of Permittee: Date: Corps Acceptance for Deposit: Date:

Late charges will be applied to all overdue payments at a percentage based on the current funds available to the U.S. Treasury. The charges will be applied for each 30-day period the account is overdue. Failure to comply with the Special Conditions of the permit could justify having the permit revoked by the District Engineer. It is the responsibility of the permittee to notify the Corps of Engineers when current dredging is completed.

NAO FM 66 (March 2013)
CERTIFICATE OF COMPLIANCE
WITH
ARMY CORPS OF ENGINEERS PERMIT

Permit Number: NAO-1999-2494
VMRC Number: 13-V1727

Corps Contact: Nicole Woodward

Name of Permittee: City of Hampton, c/o Lynn Allsbrook

Date of Issuance: December 31, 2013

Permit Type: Regional Permit 2- Dredging

Within 30 days of completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

US Army Corps of Engineers - Norfolk District
CENAO-WR-R
Attn:
803 Front Street
Norfolk, VA 23510-1096

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

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

_________________________  ________________________
Signature of Permittee      Date
COMMONWEALTH of VIRGINIA

Marine Resources Commission
2600 Washington Avenue
Third Floor
Newport News, Virginia 23607

January 14, 2014

Lynn Allsbrook, City Engineer
City of Hampton
c/o Waterway Surveys and Engineering
321 Cleveland Place
Virginia Beach, VA 23462

Re: VMRC #13-1727

Dear Mr. Allsbrook:

Enclosed is the Marine Resources Commission permit authorizing you to dredge 2,850 cubic yards of State-owned subaqueous, of which 850 cubic yards is new dredging, to attain a maximum depth of minus eight (-8) feet MLW along the Hampton River at the Downtown Hampton Marina in the City of Hampton.

A yellow placard is also enclosed. This placard reflects the authorized activities for inspection purposes and must be conspicuously displayed at the work site throughout the construction phase. Failure to properly post the placard in a prominent location will be considered a violation of your permit conditions.

YOU ARE REMINDED THAT ANY DEVIATION FROM THE PERMIT OR ATTACHED DRAWINGS REQUIRES PRIOR AUTHORIZATION FROM THE MARINE RESOURCES COMMISSION. FAILURE TO OBTAIN THE NECESSARY MODIFICATION WILL BE CONSIDERED A VIOLATION AND COULD SUBJECT YOU TO CIVIL CHARGES IN AMOUNTS NOT TO EXCEED $10,000 PER VIOLATION.

The work authorized by this permit is to be completed by December 31, 2018. Please note that in conformance with Special Condition 17 of your permit you are to notify the Commission 15 days prior to commencement of your permitted project. The enclosed self-addressed, stamped, postcard is to be used for this purpose. All other conditions of the permit will remain in effect.

An Agency of the Natural Resources Secretariat
www.mrc.virginia.gov
Telephone (757) 247-2200 (757) 247-2292 V/TDD Information and Emergency Hotline 1-800-541-4646 V/TDD
Please be advised that you may also require issuance of a U. S. Army Corps of Engineers permit before you begin work on this project. You may wish to contact them directly to verify any permitting requirements.

Sincerely,

[Signature]

Tony Watkinson
Chief, Habitat Management

TW/jaj
HM
Enclosure
Cc: Applicant
    City of Hampton Wetlands Board
COMMONWEALTH OF VIRGINIA
MARINE RESOURCES COMMISSION
PERMIT

The Commonwealth of Virginia, Marine Resources Commission, hereinafter referred to as the Commission, on this 30th day of December 2013 hereby grants unto:

Hampton, City of
22 Lincoln Street, 4th Floor
Hampton, VA 23669

hereinafter referred to as the Permittee, permission to:

X Encroach in, on, or over State-owned subaqueous bottoms pursuant to Chapter 12, Subtitle III, of Title 28.2 of the Code of Virginia.

Use or develop tidal wetlands pursuant to Chapter 13, Subtitle III, of Title 28.2 of the Code of Virginia.

Permittee is hereby authorized to dredge 2,839 cubic yards of State-owned subaqueous, of which 860 cubic yards is new dredging, to attain a maximum depth of minus eight (8) feet MLW along the Hampton River at the Downtown Hampton Marina in the City of Hampton. All activities authorized herein shall be accomplished in conformance with the plans and drawings dated received November 14, 2013, which are attached and made part of this permit.

This permit is granted subject to the following conditions:

(1) The work authorized by this permit is to be completed by December 31st, 2013. The Permittee shall notify the Commission when the project is completed. The completion date may be extended by the Commission in its discretion. Any such application for extension shall be in writing prior to the above completion date and shall specify the reason for such extension and the expected date of completion of construction. All other conditions remain in effect until revoked by the Commission or the General Assembly.

(2) This permit grants no authority to the Permittee to encroach upon the property rights, including riparian rights, of others.

(3) The duly authorized agents of the Commission shall have the right to enter upon the premises at reasonable times, for the purpose of inspecting the work being done pursuant to this permit.

(4) The Permittee shall comply with the water quality standards as established by the Department of Environmental Quality, Water Division, and all other applicable laws, ordinances, rules and regulations affecting the conduct of the project. The granting of this permit shall not relieve the Permittee of the responsibility of obtaining any and all other permits or authority for the projects.

(5) This permit shall not be transferred without written consent of the Commissioner.

(6) This permit shall not affect or interfere with the right vouchedf for the people of Virginia concerning fishing, fowling and the catching of and taking of oysters and other shellfish in and from the bottom of waters and not included within the terms of this permit.

(7) The Permittee shall, to the greatest extent practicable, minimize the adverse effects of the project upon adjacent properties and wetlands and upon the natural resources of the Commonwealth.

(8) This permit may be revoked at any time by the Commission upon the failure of the Permittee to comply with any of the terms and conditions hereof or at the will of the General Assembly of Virginia.

(9) There is expressly excluded from this permit any portion of the waters within the boundaries of the Baylor Survey.

(10) This permit is subject to any lease of oyster planting ground in effect on the date of this permit. Nothing in this permit shall be construed as allowing the Permittee to encroach on any lease without the consent of the lesseeholder. The Permittee shall be liable for any damages to such lease.

(11) The issuance of this permit does not confer upon the Permittee any interest or title to the beds of the waters.

(12) All structures authorized by this permit, which are not maintained in good repair, shall be completely removed from State-owned bottom within three (3) months after notification by the Commission.

(13) The Permittee agrees to comply with all of the terms and conditions as set forth in this permit and that the project will be accomplished within the boundaries as outlined in the plans attached hereto. Any encroachment beyond the limits of this permit shall constitute a Class 1 misdemeanor.

(14) This permit authorizes no claim to archaeological artifacts that may be encountered during the course of construction. If, however, archaeological remains are encountered, the Permittee agrees to notify the Commissioner, who will, in turn notify the Department of Historic Resources. The Permittee further agrees to cooperate with agencies of the Commonwealth in the recovery of archaeological remains if deemed necessary.

(15) The Permittee agrees to indemnify and save harmless the Commonwealth of Virginia from any liability arising from the establishment, operation or maintenance of said project.
The following special conditions are imposed on this permit:

(16) The yellow placard accompanying this permit document must be conspicuously displayed at the work site.

(17) Permittee agrees to notify the Commission a minimum of 15 days prior to the start of the activities authorized by this permit.

(18) The Permittee shall provide a post-dredging bathymetric survey of the dredged area within 30 days of the completion of the dredging. The survey shall be signed and dated as being accurate and true. The survey shall be referenced to mean low water and shall include at least fifteen (15) evenly spaced transects across the width of the dredged channel with soundings taken at intervals not exceeding 10 feet. Accurate bathymetric data from each transect shall be used to establish the top width of the dredge cut (+/- 1') and shall include a depth measurement exterior to both sides of the dredge cut.

(19) The post-dredge survey depths shall vary uniformly around the permitted dredge depths, with the average depth approximating minus eight (-8) feet at mean low water. Any areas dredged deeper than minus eight and a half (-8.5) feet MLW will be considered a violation of the permit and subject to enforcement action.

(20) A pre-dredging conference shall be held on site prior to the commencement of the dredging. The meeting shall be attended by the Permittee, the dredging contractor and a member of the VMRC staff. The meeting shall be held within seven (7) days prior to the commencement of dredging and shall include an inspection of the dredge material containment area, an inspection of the previously staked dredge area, and a discussion of the terms and conditions of the permit.

(21) Maintenance dredging may be conducted through December 31, 2018, provided the Permittee notifies the Commission at least 15 days prior to the commencement of each dredging operation.

(22) Dredged material will be barged to the Craney Island Re-handling Basin for Disposal at the Craney Island Dredged Material Management Area.
This permit consists of 6 Pages

PERMITTEE

Permittee's signature is affixed hereto as evidence of acceptance of all of the terms and conditions herein.

In cases where the Permittee is a corporation, agency or political jurisdiction, please assure that the individual who signs for the Permittee has proper authorization to bind the organization to the financial and performance obligations which result from activity authorized by this permit.

7th day of January, 2014

State of Virginia
City (or County) of Virginia Beach City, to wit:

I, Katie Lynn Olson, a Notary Public in and for said City (or County) and State hereby certify that Rebecca Frances (agent), Permittee, whose name is signed to the foregoing, has acknowledged the same before me in my City (or County) and State aforesaid.

Given under my hand this 7th day of January, 2014
My Commission Expires: October 31, 2017

Notary Public

COMMISSION

IN WITNESS WHEREOF, the Commonwealth of Virginia, Marine Resources Commission has caused these presents to be executed in its behalf by Tony Watkinson, Chief, Habitat Management

14th day of January, 2014

By

State of Virginia
City of Newport News, to wit:

I, Louise R. Atkins, a Notary Public within and for said City, State of Virginia, hereby certify that Tony Watkinson, whose name is signed to the foregoing bearing the 30th day of December 2013, has acknowledged the same before me in City aforesaid.

Given under my hand this 15th day of January, 2014
My Commission Expires: January 31, 2017

Notary Public

LOUISE R. ATKINS
Notary Public
Commonwealth of Virginia
365034
NOTES:

1. SOUNDINGS WERE TAKEN USING A RECORDING FATHOMETER OPERATION AT
   20kHz ON SEPTEMBER 23, 2013.

2. SOUNDINGS ARE IN FEET REFERRED TO MEAN LOWER LOW WATER (MLLW)
   (TIDAL EPOCH 83-01).

3. COORDINATES ARE IN U.S. SURVEY FEET REFERRED TO THE VIRGINIA
   STATE GRID (SOUTH ZONE) BASED ON NAD83.

4. TEMPORARY BENCHMARK IS A NORFOLK DISTRICT, CORPS OF ENGINEERS
   GAGE AND IS LOCATED DOWN RIVER FROM THE PROJECT SITE. ELEV. = 3.70' MLLW.
PURPOSE: PRIVATE
DATUM: N.O.S. MLLW=0.0'
ADJACENT PROPERTY OWNERS:
1. HAMPTON HOTEL ASSOCIATES
2. AMORY LD & CO.

PLAN VIEW

PREPARED BY:

Waterway
Surveys & Engineering, Ltd.
Virginia Beach, Virginia

PROPOSED DREDGING
IN: HAMPTON RIVER
CITY: HAMPTON
STATE: VIRGINIA
APPLICATION BY: CITY OF HAMPTON
SCALE: 1"=40'
DATE: NOV. 6, 2013
SHEET 2 OF 3

AMORY LD & CO.
CITY OF HAMPTON
HAMPTON HOTEL ASSOCIATES

CITY OF HAMPTON

HAMPTON HOTEL ASSOCIATES

AMORY LD & CO.
Commonwealth of Virginia
Marine Resources Commission
Authorization

City of Hampton
22 Lincoln Street, 4th Floor
Hampton, VA 23669

A Permit has been issued to:

The Permittee is hereby authorized to:

Dredge 2,850 cubic yards of State-owned subaqueous, of which 850 cubic yards is new dredging, to attain a maximum depth of minus eight (-8) feet MLW along the Hampton River at the Downtown Hampton Marina in the City of Hampton.

Issuance Date: December 30, 2013
Expiration Date: December 31, 2018

Commissioner or Designee

This Notice Must Be Conspicuously Displayed At Site Of Work