REQUEST FOR BIDS (RFB 2026-09)

FOR

ISLE OF PALMS MARINA MAINTENANCE DREDGING

ISLE OF PALMS, SOUTH CAROLINA

Prepared by:

Geosyntec Consultants, Inc.
941 Houston Northcutt Blvd, Suite 201
Mount Pleasant, SC 29464
(843) 414-1040

for:

City of Isle of Palms
1207 Palm Boulevard
Isle of Palms, SC 29451

November 2026

A- REQUEST FOR BID

City of Isle of Palms, South Carolina
Request for Bids (RFB) 2026-09
Isle of Palms Marina Maintenance Dredging

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking bids for maintenance dredging of the marina facility at the Isle of Palms Marina per the plans and specifications included in this RFB. The request will be bid and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all bids and to waive irregularities.

I. Defined Terms
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I. Defined Terms

The terms used in the RFB and Bid Documents shall have the meanings assigned to them herein which are applicable to both the singular and plural form thereof.

OWNER: City of Isle of Palms, 1207 Palm Boulevard Isle of Palms, SC 29451

ENGINEER: Geosyntec Consultants, Inc. (Geosyntec) is serving as the Engineer for the dredging project. Geosyntec is located at 941 Houston Northcutt Blvd, Ste 201. Mount Pleasant, SC, 29464. (843) 414-1040.

ARCHITECT: Geosyntec shall act as the "Architect" pursuant to the terms in the form of contract presented herein

BIDDER: One who evaluates and submits a bid for the project.

CONTRACTOR: The contractor is the qualified bidder who submits the preferred bid as determined by the Owner and Engineer and is contracted to perform the work.

BID DOCUMENTS: Includes the Request for Bids, Form of Contract, Form of Application and Certification for Payment, Performance Specifications (including appendices), the Bid Drawings, technical reports, and any issued addenda.

II. Description of the Project

Existing Site Conditions

The existing marina facility is located at the confluence of Morgan Creek and the Atlantic Intracoastal Waterway. A portion of the marina docks along the Morgan Creek side of the property were replaced in 2021-2022. The Public Dock was replaced in 2025. The Intracoastal Dock was constructed in ~2004 and includes a fixed timber pier leading to a timber-framed floating dock system. Several gangways provide access to the marina from the upland. A three-lane concrete boat ramp is also located at the subject site.

The upland portion of the site supports a marina store, restaurant building, an upland fueling station, parking, and related infrastructure.

The upland property is protected by an existing bulkhead. A portion of the bulkhead fronting the AIWW is constructed of timber. The remaining sections consist of steel sheet pile with a concrete cap and extend along the restaurant, boat ramp, marina store, and the landward side of the fuel dock. These sections were constructed in approximately 2008 and recoated in 2019. The top of the concrete cap is at Elevation 9.2 ft MLW. Bulkhead heights range from approximately 10 to 35 ft, and the lowest embedded elevation is approximately -26 ft MLW.

There is presence of oyster beds and marsh on the AIWW section of the site. Marsh extends along the backface of the Public, Intracoastal, and Restaurant Docks, and they extend to elevations of approximately -3' MLW.

The Contractor will place the material in the Dredged Material Placement Facility (DMPF) 1028S W-C, located approximately 2 miles from the project site, west of the Isle Of Palms connector bridge. The site is managed by the USACE for beneficial use. The facility was excavated and regraded in 2024. The site also contains two spillways that discharge to the AIWW, and two Rock Sills that shall not be disturbed during construction.

Bidders shall visit the site to observe and satisfy themselves with existing project conditions in preparation of their bids.

General Scope

The successful Bidder shall provide all equipment, labor, materials, supervision, warranties, bonding, insurances, and other items necessary for the work as detailed in this RFB and the attached plans and specifications.

The dredging project is located at the Isle of Palms Marina along both Morgan Creek and the Atlantic Intracoastal Waterway.

The Work for this project generally includes the following activities:

1. Hydraulic dredging of approximately 20,000 cubic yards of material. The material will then be transported via pipeline to the Isle of Palms Connector Dredge Material Placement Facility (DMPF) (1028S W-C).

2. Environmental compliance, best management practices for minimizing sediment resuspension, and monitoring, as described in the project specifications, on the bid drawings, and state and federal regulatory permits.

III. Bid Process

Bids should be submitted to the following:

Douglas Kerr
City Administrator
City of Isle of Palms
1207 Palm Boulevard Post Office Box 508
Isle of Palms, South Carolina 29451

Pre-Bid Meeting: An optional pre-bid meeting will be held at the project location on **December 2, 2026 at 10:00am.**

Deadline for Questions: The deadline for questions is **December 10, 2026 at 5:00pm.** Bidders should send questions regarding this Request for Bids to Douglas Kerr, City Administrator, in writing or email to dkerr@iop.net. Questions received before this deadline will be answered via addendum posted on the City's website at http://www.iop.net/requests-for-bids-proposals. Questions received after this deadline may not be answered.

If an addendum is issued, bidders must acknowledge receipt of the addendum with their bids.

Deadline for Submissions: The deadline for submission of bids is **December 18 at 10:00am** Bids must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope, where they will be opened and read aloud. Sealed envelopes must be clearly marked **RFB 2026-09 Isle of Palms Marina Maintenance Dredging** and include one (1) hard copy and one (1) electronic copy saved to USB Flash Drive. The City accepts no responsibility for electronic submissions, and it will be the responsibility of the bidders to verify receipt by the City.

Bids may be delivered by hand or by mail, but no bid shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids.

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes to such bid, or due to the City's acceptance or non- acceptance of the bid or the rejection of any and all bids. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

Respondents must have or be able to procure an Isle of Palms Business License and possess a valid South Carolina Marine Contractor's license.

If the Bidder is a corporation, state the correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

By signing its bid, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractors or sub-subcontractors. Pursuant to Section 8- 14-60, 'A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.' Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Firms considering submission under this RFB will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFB.

- Received bids shall remain valid for a period of 60 days.
- 10% retainage will be included as part of the contract for construction.
- The form of contract is presented for informational purposes only.

Examination of the Site

It is the responsibility of each Bidder before submitting a Bid to take the minimum following measures:

To satisfy themselves by personal examination of the general, local, and site conditions of the proposed Work.

To examine thoroughly the Form of Contract Agreement and other related data identified in the Bid Documents including "technical" data referred to in subsequent sections.

To examine thoroughly the requirements of the Work and the accuracy of the estimate of the quantities of the Work to be done.

To consider governmental and local laws and regulations that may affect cost, progress, performance or furnishing of the Work.

To study and carefully correlate Bidder's knowledge and observations with the Bid Documents and such other related data.

To promptly notify the Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Bid Documents and such other related documents.

Reference is made to the Specifications for identification of:

Reports of exploration and tests of subsurface conditions have been identified by the Engineer in preparation of the Bid Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or completion of the works.

Copies of such reports and drawings are part of the Bid Documents where applicable.

Information and data shown or indicated in the Bid Documents with respect to existing Underground Utilities or Submerged Utilities at or contiguous to the site is based upon information and data furnished to the Owner and Engineer by owners of such Underground or Subaqueous Utilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof. The Contractor shall make every effort to locate other possible unknown utility lines by use of an electric pipe finder, or other means he may prefer, and shall excavate all existing underground lines in advance of any trenching, digging, or pile driving operations. The Contractor will be held responsible for the workmanlike repair of any damage done to any utilities during work under this contract. The Contractor shall familiarize himself with the existing conditions and be prepared to adequately care for and safeguard himself and the Owner from damage.

Before submitting a Bid, each Bidder shall be responsible for obtaining such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground utilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

On request, the Owner shall provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies, as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its equal or better condition upon completion of such explorations, investigations, tests, and studies.

The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with all requirements listed in this section, that without exception the Bid is premised upon performing and furnishing all Work required by the Bid Documents and applying the specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated or expressly required by the Bid Documents, that Bidder has given the Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bid Documents and the written resolutions thereof by the Engineer is acceptable to Bidder, and that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

Insurance Requirements

Contractor shall procure, and maintain in effect during the term of this Agreement, insurance coverage in amounts and on terms not less than set forth below:

General Liability: Comprehensive general liability insurance coverage on the services under the Project in an amount not less than $1,000,000.00 per person, $2,000,000.00 per claim, and $250,000.00 per claim for property damage;

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of $1,000,000.00 each occurrence;

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent

act, error or omission committed or alleged to have been committed by Contract in the amount of $1,000,000.00 per claim and in the aggregate; and

Workers' Compensation: Contractor agrees to maintain workers' compensation coverage on its employees as required by the State of South Carolina workers' compensation laws.

All insurance coverage required hereunder shall be with companies approved in advance by City, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to City prior to commencement of any work by Contractor. Each policy shall contain a requirement that, in the event of change or cancellation, 30 days' prior written notice must be given to City.

Project Timeline

Optional Prebid Meeting…… December 2, 2026
Final Date for Questions…… December 10, 2026
Bids Due…….……..... December 18, 2026

Bid Review Process
Public Facilities Consideration…….…….…. January 5, 2026
Ways and Means Consideration…….…… January 12, 2026
Council Consideration…….……... January 26, 2026
Anticipated Notice to Proceed By.……. January 27, 2026

Substantial Completion By……. March 31, 2027
Final Project Completion By…….……. April 15, 2027

Permits

Regulatory permits for the project have been obtained from the South Carolina Department of Environmental Services – Bureau of Coastal Management (SCDES-BCM) and the United States Army Corps of Engineers (USACE). The selected contractor will have to comply with all conditions of these and any other required permits and should consider them in their bid.

The selected contractor shall also be responsible for procuring any other federal/state/local permits or approvals for the works and shall include in their bid (such work may include state/local utility approvals).

Site Laydown and Access

Contractor shall coordinate with the City and Marina Operator with regard to on-site laydown, access, parking, safety, and operations. It is anticipated that the marina store, upland fueling facilities, boat ramp, and marina activities on the AIWW side of the property will continue throughout the construction process.

Working hours shall be generally governed by City ordinances.

IV. Bid Form

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID:

No.	Item	Units	Estimated Quantity	Unit Price	Total Estimated
1	Performance & Payment Bond	Lump Sum	1		
2	Mobilization and Demobilization	Lump Sum	1		
3	Dredging Isle of Palms Marina, Conveyance, and Disposal of Sediments at **Isle of Palms Connector West Cell 1028S W-C**	Cubic Yards	20,000		
4	Surveys (Pre, Post, Interim)	Lump Sum	1		

TOTAL PROJECT COST (Base Bid)	$

NOTE: All scheduled Bid Items may not be awarded. Any and all costs not covered under a specific bid item shall be included in the mob/demob lump sum.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. In case of a discrepancy, unit price prevails over total price.

All Bidders should include prices for the Base Bid and Bid Alternate in their Bids.

V. Submission Requirements

Each proposal shall include the following information as applicable to be considered complete:

1. Bidder's qualifications and any certifications.
2. Project experience and previous client reference contact information for similar completed projects.
3. Subcontractor information.
4. Bidder's proposed work plan and schedule.
5. Bidder's cost proposal, which will be in the form of the Tables in this RFB.
6. Other information indicated in the plans and specifications as required for bid submission.
7. Bid bond.

B- FORM OF CONSTRUCTION CONTRACT

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Sample

The Owner and Contractor agree as follows.

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

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☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

_____ % _____

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

Sample

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

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☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

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provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building

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information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

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site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's

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capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

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remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

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§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the

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time and in the form specified by the Architect.

§ 3.13 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching
§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Example

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ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under

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Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the

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Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate

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Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

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.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

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Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

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by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

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foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

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to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not

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constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

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endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The

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Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the

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Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

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§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

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15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

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§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

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consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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C – FORM OF BID BOND

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

BOND AMOUNT:

PROJECT:
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of

(Witness)	*(Contractor as Principal)* *(Seal)*
	(Title)
(Witness)	*(Surety)* *(Seal)*
	(Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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ACD43070810

Sample

D – FORM OF PERFORMANCE AND PAYMENT BONDS

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Sample

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061110

E – FORM OF PAYMENT APPLICATION

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:

PROJECT:

APPLICATION NO:

PERIOD TO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT NOS: / /

FROM CONTRACTOR:

VIA ARCHITECT:

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ _____
2. **NET CHANGE BY CHANGE ORDERS** ..... $ _____
3. **CONTRACT SUM TO DATE** *(Line 1 ± 2)* ..... $ _____
4. **TOTAL COMPLETED & STORED TO DATE** *(Column G on G703)* ..... $ _____
5. **RETAINAGE:**
   a. _____% of Completed Work
   (Columns D + E on G703) $ _____
   b. _____% of Stored Material
   (Column F on G703) $ _____

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*..... $ _____
6. **TOTAL EARNED LESS RETAINAGE** ..... $ _____
   (Line 4 minus Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... $ _____
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ..... $
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 minus Line 6) $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this month	$	$
TOTAL	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this _____ day of _____

Notary Public:

My commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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010711ACD44

Sample

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
			FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD					
	GRAND TOTAL								

Sample

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F- DRAWINGS

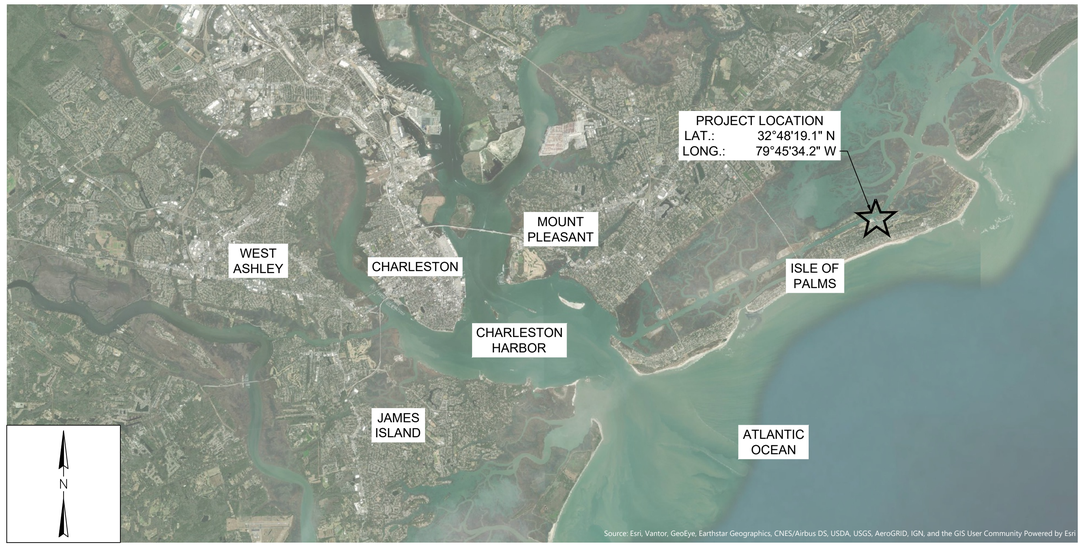
FOR BIDDING PURPOSES ONLY
NOT FOR CONSTRUCTION

ISLE OF PALMS MARINA DREDGING

CITY OF ISLE OF PALMS, SC

ISSUED FOR: BID

11/02/2026





DRAWING INDEX	
SHEET	**DRAWING TITLE**
COVER	COVER SHEET AND LOCATION MAP
G1	EXISTING CONDITIONS
D1	PROPOSED DREDGE PLAN OVERVIEW
D2	DREDGE PLAN: INTRACOASTAL WATERWAY
D3	DREDGE PLAN: MORGAN CREEK ENTRANCE
D4	DREDGE PLAN: MORGAN CREEK
D5	PROPOSED DREDGE SECTIONS
D6	PROPOSED DREDGE SECTIONS
D7	PROPOSED DREDGE SECTIONS
D8	PROPOSED DREDGE SECTIONS
D9	DREDGE DISPOSAL LOCATION
D10	DREDGE DISPOSAL LOCATION

NOAA STATION 8665387, HAMLIN CREEK, ISLE OF PALMS, SC		
DATUM	ABBREVIATION	ELEV. (FT. MLW)
MEAN HIGHER-HIGH WATER	MHHW	5.4
MEAN HIGH WATER	MHW	5.0
NORTH AMERICAN VERTICAL DATUM OF 1988	NAVD88	2.9
MEAN LOW WATER	MLW	0
MEAN LOWER-LOW WATER	MLLW	-0.2

PREPARED FOR:

City of Isle of Palms South Carolina

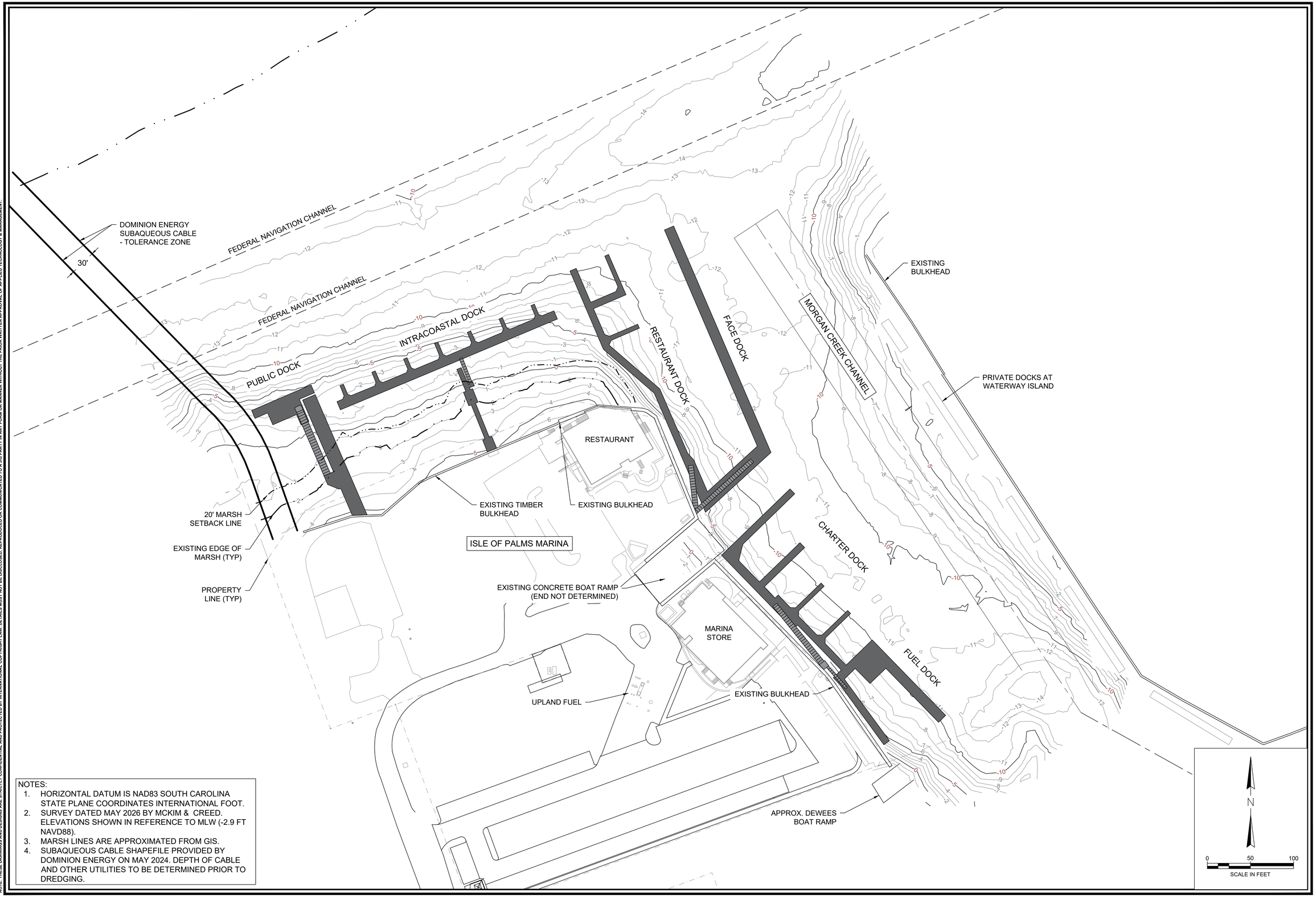
CITY OF ISLE OF PALMS
1207 PALM BLVD.
ISLE OF PALMS, SOUTH CAROLINA 29451

PREPARED BY:

Geosyntec consultants

941 HOUSTON NORTHCUTT BLVD., SUITE 201
MOUNT PLEASANT, SC 29464
(843) 414-1040

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NOTES:
1. HORIZONTAL DATUM IS NAD83 SOUTH CAROLINA STATE PLANE COORDINATES INTERNATIONAL FOOT.
2. SURVEY DATED MAY 2026 BY MCKIM & CREED. ELEVATIONS SHOWN IN REFERENCE TO MLW (-2.9 FT NAVD88).
3. MARSH LINES ARE APPROXIMATED FROM GIS.
4. SUBAQUEOUS CABLE SHAPEFILE PROVIDED BY DOMINION ENERGY ON MAY 2024. DEPTH OF CABLE AND OTHER UTILITIES TO BE DETERMINED PRIOR TO DREDGING.

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O:\Projects\23-4011 Isle of Palms Marina Dredging\Drawings\Design Bid Drawings\GP Design Bid Drawings 1-sep G1 9.dwg
Sep 01, 2026 - 9:29am

STAMP:

REV. NO.	DATE	REMARKS

DESIGNED	DRAWN	CHECKED
PS	JC	PS

ISSUED FOR: BID
DATE: 11/02/2026
JOB NO. 23-4011
SCALE: 1" = 50'

ISLE OF PALMS MARINA DREDGING
ISLE OF PALMS, SC

EXISTING CONDITIONS

CITY OF ISLE OF PALMS

Geosyntec Consultants, Inc.
941 Houston Northcut Blvd.
Mt Pleasant SC, SC 29464
(843) 414-1040
Certificate of Authorization #00773
Geosyntec consultants

DRAWING NUMBER
G1

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O:\Projects\2026\11 Isle of Palms Marina Dredging\Drawings\CAD\D0 Bid Drawings\D1 Dredge Bid Drawings - 1.dwg, D1, 3/9/26

DREDGE BOUNDARY (TYP)

AREA B
DREDGE TO -12' MLW,
OVERDREDGE 2'

AREA A
DREDGE TO -10' MLW,
OVERDREDGE 2'

FEDERAL NAVIGATION CHANNEL

FEDERAL NAVIGATION CHANNEL

DOMINION ENERGY
SUBAQUEOUS CABLE
- TOLERANCE ZONE

30'

INTRACOASTAL DOCK

PUBLIC DOCK

RESTAURANT DOCK

FACE DOCK

MORGAN CREEK CHANNEL

EXISTING
BULKHEAD

DREDGING TRANSITION
ZONE (1V:2H SLOPE) (TYP)

PRIVATE DOCKS AT
WATERWAY ISLAND

AREA C
DREDGE TO -10' MLW,
OVERDREDGE 2'

AREA D
DREDGE TO -10' MLW,
OVERDREDGE 2'

RESTAURANT

EXISTING TIMBER
BULKHEAD

EXISTING BULKHEAD

20' MARSH
SETBACK LINE

EXISTING EDGE OF
MARSH (TYP)

ISLE OF PALMS MARINA

PROPERTY
LINE (TYP)

EXISTING CONCRETE BOAT RAMP
(END NOT DETERMINED)

CHARTER DOCK

MARINA
STORE

FUEL DOCK

DREDGE AREA
BY OTHERS

UPLAND FUEL

EXISTING BULKHEAD

APPROX. DEWEES
BOAT RAMP

N

0 50 100
SCALE IN FEET

NOTES:
1. HORIZONTAL DATUM IS NAD83 SOUTH CAROLINA STATE PLANE COORDINATES INTERNATIONAL FOOT.
2. SURVEY DATED MAY 2026 BY MCKIM & CREED. ELEVATIONS SHOWN IN REFERENCE TO MLW (-2.9 FT NAVD88).
3. MARSH LINES ARE APPROXIMATED FROM GIS.
4. SUBAQUEOUS CABLE SHAPEFILE PROVIDED BY DOMINION ENERGY ON MAY 2024. DEPTH OF CABLE AND OTHER UTILITIES TO BE DETERMINED PRIOR TO DREDGING

STAMP:

REV. NO.	DATE	REMARKS

DESIGNED	PS	DRAWN	JC
CHECKED	PS		
ISSUED FOR:	BID		
DATE:	11/02/2026		
JOB NO.	23-4011		
SCALE:	1" = 50'		

ISLE OF PALMS MARINA DREDGING
ISLE OF PALMS, SC

PROPOSED DREDGE PLAN OVERVIEW

CITY OF ISLE OF PALMS

Geosyntec Consultants, Inc.
941 Houston Northcut Blvd.
Mt Pleasant SC, SC 29464
(843) 414-1040
Certificate of Authorization #00773
Geosyntec consultants

DRAWING NUMBER
D1

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O:\Projects\2024\11 Isle of Palms Marina Dredging\Drawings\CAD\03 Bid Drawings\IOP Dredging Bid Drawings -1.dwg, 1/30/2026 1:49:37 PM, Patrick Sullivan

FEDERAL NAVIGATION CHANNEL

DOMINION ENERGY
SUBAQUEOUS CABLE
- TOLERANCE ZONE

30'

0+00 ALIGNMENT A 1+00 FEDERAL NAVIGATION CHANNEL 2+00 3+00 4+00 5+00

AREA A -
DREDGE TO -10' MLW,
OVERDREDGE 2'

AREA B -
DREDGE TO -12' MLW,
OVERDREDGE 2'

PUBLIC DOCK

INTRACOASTAL DOCK

RESTAURANT DOCK

20' MARSH
SETBACK LINE

EXISTING EDGE OF
MARSH

PROPERTY
LINE

DREDGE BOUNDARY
(TYP)

DREDGING TRANSITION
ZONE (1V:2H SLOPE)

EXISTING TIMBER
BULKHEAD

EXISTING BULKHEAD

RESTAURANT

LAYOUT TABLE
(SC STATE PLANE COORDINATES)

#	NORTHING	EASTING
1	356215.32	2380470.83
2	356113.66	2380508.34
3	356232.11	2380790.47
4	356211.18	2380857.36
5	356216.66	2380919.26
6	356379.03	2380848.97
7	356219.09	2380947.20
8	356165.42	2381017.61

⊗ = POINT LOCATION SYMBOL

NOTES:
1. HORIZONTAL DATUM IS NAD83 SOUTH CAROLINA STATE PLANE COORDINATES INTERNATIONAL FOOT.
2. SURVEY DATED MAY 2026 BY MCKIM & CREED. ELEVATIONS SHOWN IN REFERENCE TO MLW (-2.9 FT NAVD88).
3. MARSH LINES ARE APPROXIMATED FROM GIS.
4. SUBAQUEOUS CABLE SHAPEFILE PROVIDED BY DOMINION ENERGY ON MAY 2024. DEPTH OF CABLE AND OTHER UTILITIES TO BE DETERMINED PRIOR TO DREDGING

0 20 40
SCALE IN FEET

STAMP:

REV. NO.	DATE	REMARKS

DESIGNED: PS | DRAWN: JC | CHECKED: PS
ISSUED FOR: BID
DATE: 11/02/2026
JOB NO.: 23-4011
SCALE: 1" = 20'

ISLE OF PALMS MARINA DREDGING
ISLE OF PALMS, SC

DREDGE PLAN: INTRACOASTAL WATERWAY

CITY OF ISLE OF PALMS

Geosyntec Consultants, Inc.
941 Houston Northcut Blvd.
Mt Pleasant SC, SC 29464
(843) 414-1040
Certificate of Authorization #00773
Geosyntec consultants

DRAWING NUMBER
D2

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G:\Projects\23-4011 Isle of Palms Marina Dredging\Drawings\CAD\05 Bid Drawings\10P Dredging Bid Drawings 1.dwg, D3, 9/3/26

ALIGNMENT A

3+00 FEDERAL NAVIGATION CHANNEL

4+00

5+00

6+00

6+96

AREA A -
DREDGE TO -10' MLW,
OVERDREDGE 2'

DREDGE
BOUNDARY (TYP)

AREA B -
DREDGE TO -12' MLW,
OVERDREDGE 2'

INTRACOASTAL DOCK

RESTAURANT DOCK

FACE DOCK

ALIGNMENT B

0+00

1+00

2+00

3+00

20' MARSH
SETBACK LINE

EXISTING EDGE OF
MARSH

PROPERTY
LINE

EXISTING TIMBER
BULKHEAD

EXISTING BULKHEAD

RESTAURANT

DREDGING TRANSITION
ZONE (1V:2H SLOPE)

MORGAN CREEK
CHANNEL

EXISTING
BULKHEAD

DREDGE AREA
BY OTHERS

PRIVATE DOCKS AT
WATERWAY ISLAND

DREDGING TRANSITION
ZONE (1V:2H SLOPE)

AREA C -
DREDGE TO -10' MLW,
OVERDREDGE 2'

AREA D -
DREDGE TO -10' MLW,
OVERDREDGE 2'

LAYOUT TABLE
(SC STATE PLANE COORDINATES)

#	NORTHING	EASTING
4	356211.18	2380857.36
5	356216.66	2380919.26
6	356379.03	2380848.97
7	356219.09	2380947.20
8	356165.42	2381017.61
9	356066.41	2381063.62
10	356116.21	2381118.42
11	356366.49	2381007.76
12	356393.92	2381069.80
13	356418.54	2381125.49
14	356430.47	2381152.47
15	356491.77	2381109.39

⊗ = POINT LOCATION SYMBOL

NOTES:
1. HORIZONTAL DATUM IS NAD83 SOUTH CAROLINA STATE PLANE COORDINATES INTERNATIONAL FOOT.
2. SURVEY DATED MAY 2026 BY MCKIM & CREED. ELEVATIONS SHOWN IN REFERENCE TO MLW (-2.9 FT NAVD88).
3. MARSH LINES ARE APPROXIMATED FROM GIS.

0 20 40
SCALE IN FEET

STAMP:

REV. NO.	DATE	REMARKS

DESIGNED: -
DRAWN: JC
CHECKED: PS
ISSUED FOR: BID
DATE: 11/02/2026
JOB NO.: 23-4011
SCALE: 1" = 20'

ISLE OF PALMS MARINA DREDGING
ISLE OF PALMS, SC

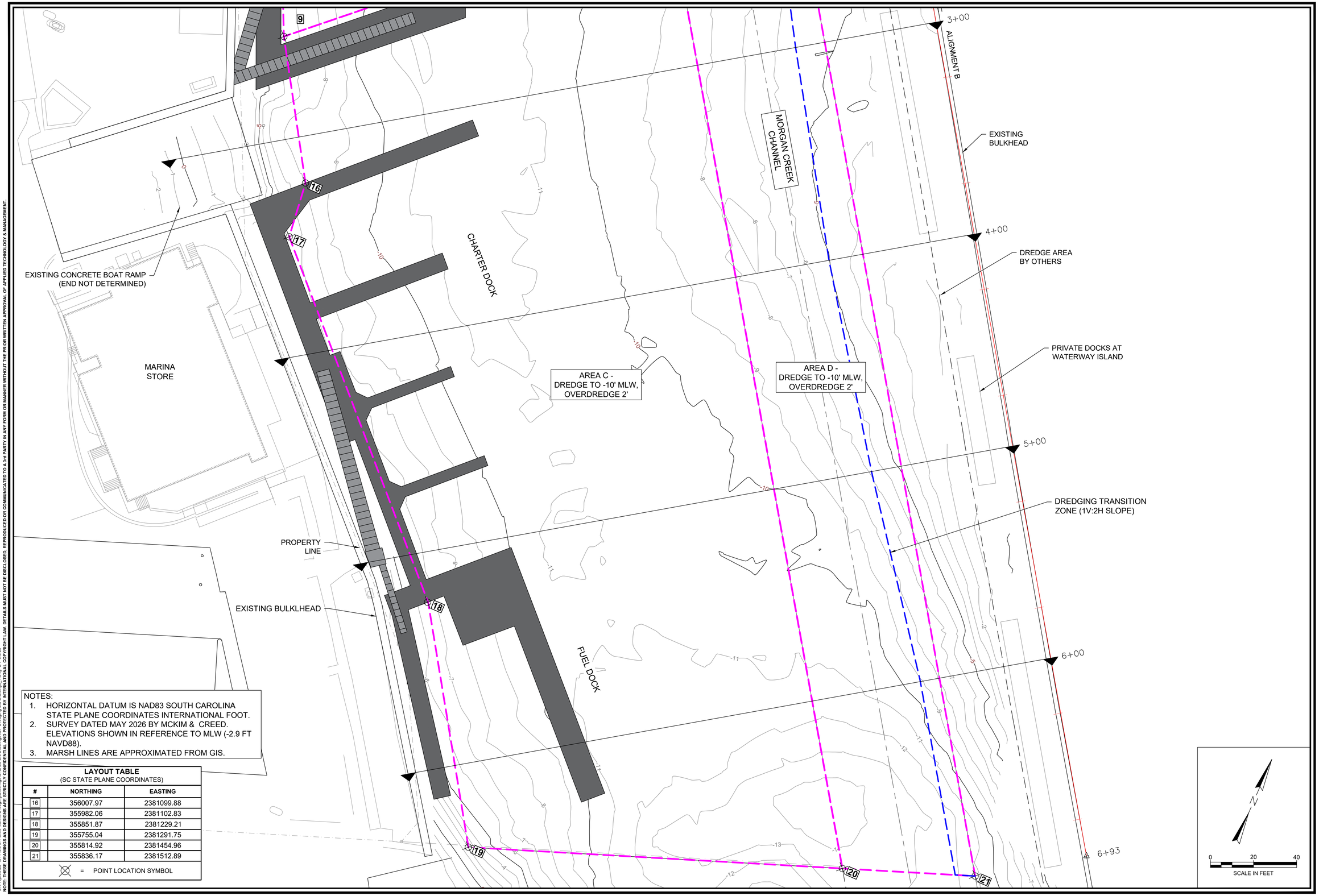
DREDGE PLAN: MORGAN CREEK ENTRANCE

CITY OF ISLE OF PALMS

Geosyntec Consultants, Inc.
941 Houston Northcut Blvd.
Mt Pleasant SC, SC 29464
(843) 414-1040
Certificate of Authorization #00773
Geosyntec consultants

DRAWING NUMBER
D3

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2. SURVEY DATED MAY 2026 BY MCKIM & CREED. ELEVATIONS SHOWN IN REFERENCE TO MLW (-2.9 FT NAVD88).
3. MARSH LINES ARE APPROXIMATED FROM GIS.

LAYOUT TABLE
(SC STATE PLANE COORDINATES)

#	NORTHING	EASTING
16	356007.97	2381099.88
17	355982.06	2381102.83
18	355851.87	2381229.21
19	355755.04	2381291.75
20	355814.92	2381454.96
21	355836.17	2381512.89

⊗ = POINT LOCATION SYMBOL

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STAMP:

REV. NO.	DATE	REMARKS

DESIGNED	DRAWN	CHECKED
-	JC	PS

ISSUED FOR: BID
DATE: 11/02/2026
JOB NO. 23-4011
SCALE: 1" = 20'

ISLE OF PALMS MARINA DREDGING
ISLE OF PALMS, SC

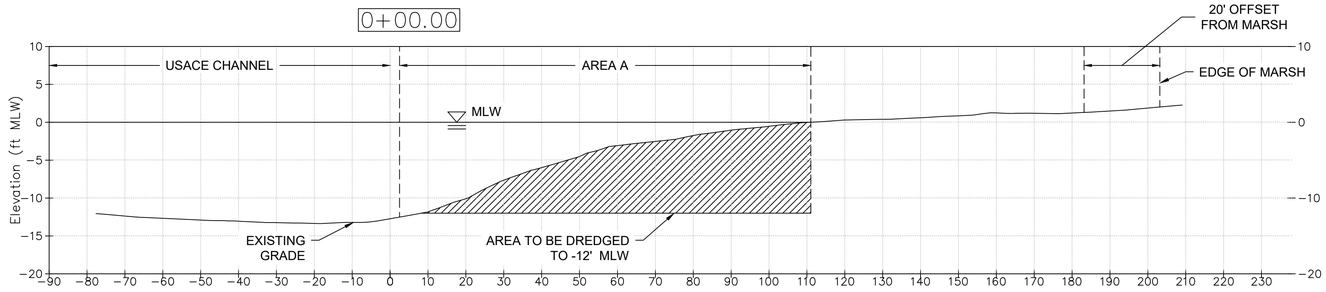
DREDGE PLAN: MORGAN CREEK

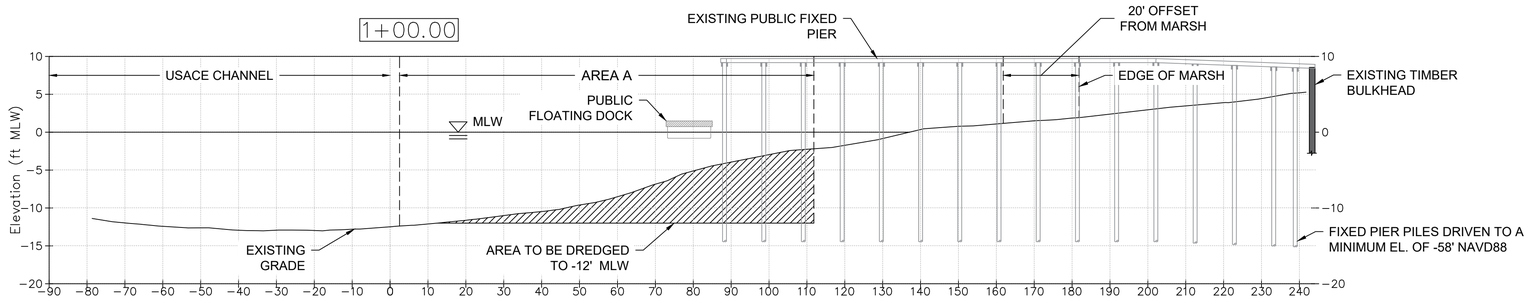
CITY OF ISLE OF PALMS

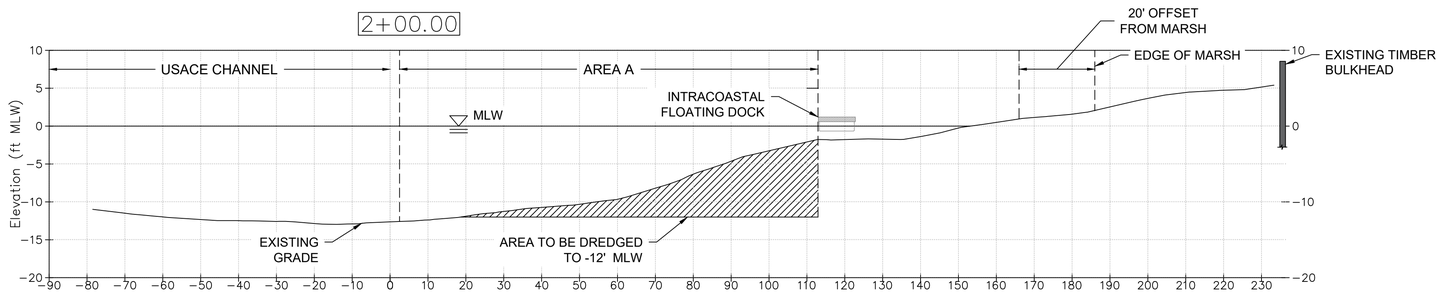
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941 Houston Northcut Blvd.
Mt Pleasant SC, SC 29464
(843) 414-1040
Certificate of Authorization #00773
Geosyntec consultants

DRAWING NUMBER
D4

ALIGNMENT A: INTRACOASTAL WATERWAY
CROSS SECTIONS







DREDGING NOTES:
1. ALL STRUCTURE LOCATIONS, DIMENSIONS, AND ELEVATIONS ARE APPROXIMATE. MARINA PILES ARE NOT SHOWN. VERIFY CONDITIONS PRIOR TO DREDGING.
2. PROPOSED DREDGE AREAS ARE SHOWN AS BOX CUTS FOR VOLUME ESTIMATION AND DESIGN CLARITY. FOLLOWING DREDGING, MATERIAL IS EXPECTED TO NATURALLY ASSUME STABLE SIDE SLOPES DEPENDENT UPON EXISTING SOIL CONDITIONS.
3. DREDGE DEPTH TRANSITIONS BETWEEN ADJACENT DREDGE AREAS SHALL BE GRADED AT A SLOPE NO STEEPER THAN 1V:3H. ALL TRANSITION SLOPES SHALL BE CONSTRUCTED FROM THE DEEPER DREDGE ELEVATION AND SHALL REMAIN WITHIN THE LIMITS OF THE DEEPER DREDGE AREA.

NOTES:
1. SURVEY DATED MAY 2026 BY MCKIM & CREED. ELEVATIONS SHOWN IN REFERENCE TO MLW (- 2.9 FT NAVD88).
2. SECTION VIEWS ARE SHOWN WITH A VERTICAL EXAGGERATION OF 1V:2H.
3. INDICATED DREDGE DEPTHS INCLUDE 2 FEET OF OVERDEPTH.

0 20 40
SCALE IN FEET

STAMP:

REV. No.	DATE	REMARKS

DESIGNED: -
DRAWN: JC
CHECKED: PS
ISSUED FOR: BID
DATE: 11/02/2026
JOB NO.: 23-4011
SCALE: 1" = 20'

ISLE OF PALMS MARINA DREDGING
ISLE OF PALMS, SC

PROPOSED DREDGE SECTIONS

CITY OF ISLE OF PALMS

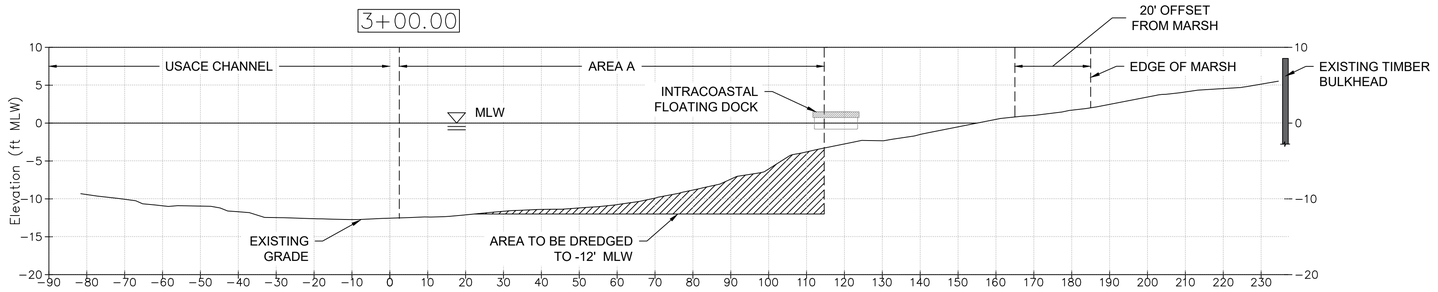
Geosyntec Consultants, Inc.
941 Houston Northcut Blvd.
Mt Pleasant SC, SC 29464
(843) 414-1040
Certificate of Authorization #00773
Geosyntec consultants

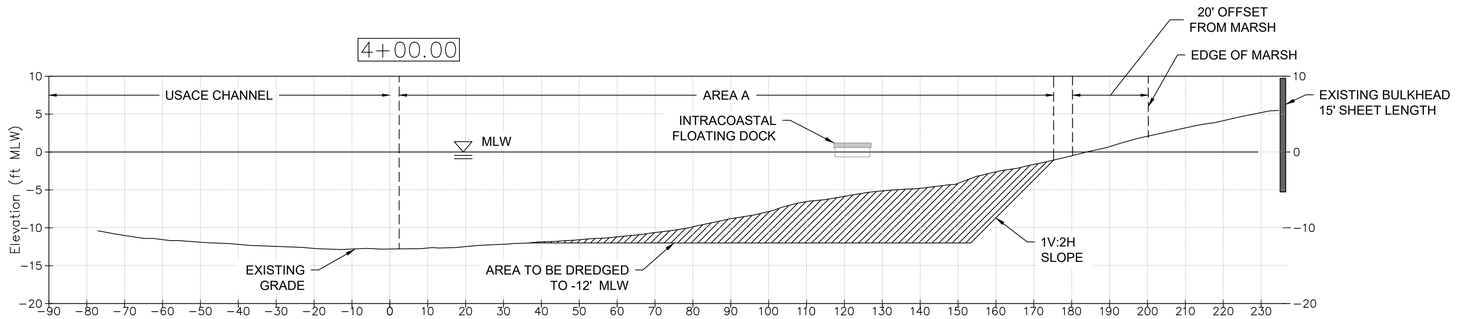
DRAWING NUMBER
D5

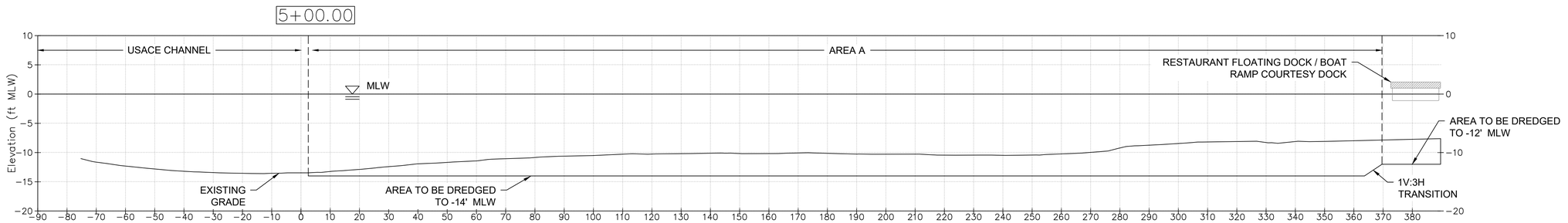
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G:\Projects\23-4011 Isle of Palms Marina Dredging\Drawings\CAD\05 Bid Drawings\02 Dredging Bid Drawings 1.dwg, D5, 9/3/26

ALIGNMENT A: INTRACOASTAL WATERWAY
CROSS SECTIONS







DREDGING NOTES:
1. ALL STRUCTURE LOCATIONS, DIMENSIONS, AND ELEVATIONS ARE APPROXIMATE. MARINA PILES ARE NOT SHOWN. VERIFY CONDITIONS PRIOR TO DREDGING.
2. PROPOSED DREDGE AREAS ARE SHOWN AS BOX CUTS FOR VOLUME ESTIMATION AND DESIGN CLARITY. FOLLOWING DREDGING, MATERIAL IS EXPECTED TO NATURALLY ASSUME STABLE SIDE SLOPES DEPENDENT UPON EXISTING SOIL CONDITIONS.
3. DREDGE DEPTH TRANSITIONS BETWEEN ADJACENT DREDGE AREAS SHALL BE GRADED AT A SLOPE NO STEEPER THAN 1V:3H. ALL TRANSITION SLOPES SHALL BE CONSTRUCTED FROM THE DEEPER DREDGE ELEVATION AND SHALL REMAIN WITHIN THE LIMITS OF THE DEEPER DREDGE AREA.

NOTES:
1. SURVEY DATED MAY 2026 BY MCKIM & CREED. ELEVATIONS SHOWN IN REFERENCE TO MLW (- 2.9 FT NAVD88).
2. SECTION VIEWS ARE SHOWN WITH A VERTICAL EXAGGERATION OF 1V:2H.
3. INDICATED DREDGE DEPTHS INCLUDE 2 FEET OF OVERDEPTH.

0 20 40
SCALE IN FEET

STAMP:

REV. NO.	DATE	REMARKS

DESIGNED: - | DRAWN: JC | CHECKED: PS
ISSUED FOR: BID
DATE: 11/02/2026
JOB NO.: 23-4011
SCALE: 1" = 20'

ISLE OF PALMS MARINA DREDGING
ISLE OF PALMS, SC

PROPOSED DREDGE SECTIONS

CITY OF ISLE OF PALMS

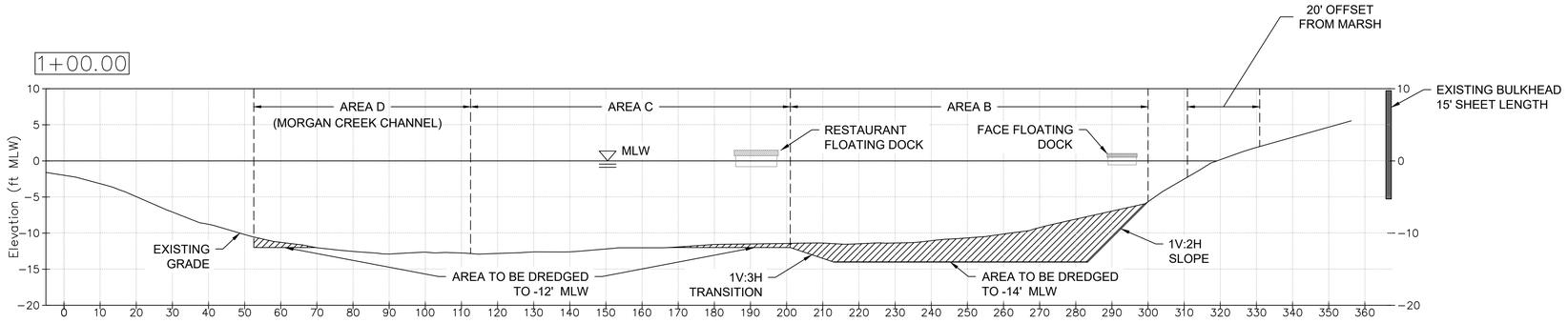
Geosyntec Consultants, Inc.
941 Houston Northcut Blvd.
Mt Pleasant SC, SC 29464
(843) 414-1040
Certificate of Authorization #00773
Geosyntec consultants

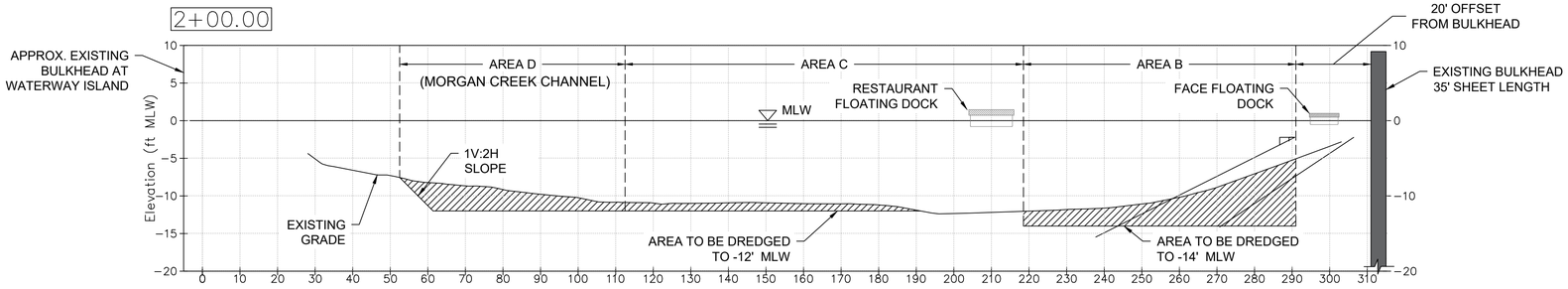
DRAWING NUMBER
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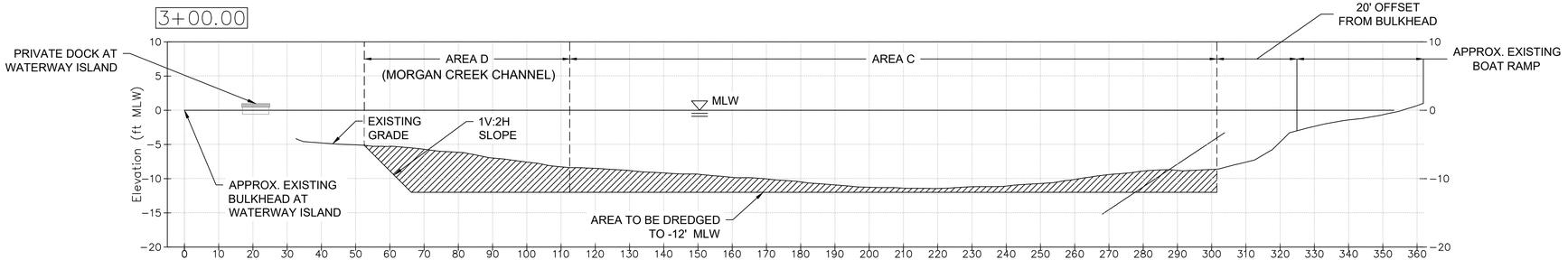
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G:\Projects\25-4011 Isle of Palms Marina Dredging\Drawings\25-4011 Bid Drawings\PDF Drawings Bid Drawings 1-Apr_26_9:29

ALIGNMENT B: MORGAN CREEK
CROSS SECTIONS







DREDGING NOTES:
1. ALL STRUCTURE LOCATIONS, DIMENSIONS, AND ELEVATIONS ARE APPROXIMATE. MARINA PILES ARE NOT SHOWN. VERIFY CONDITIONS PRIOR TO DREDGING.
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NOTES:
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2. SECTION VIEWS ARE SHOWN WITH A VERTICAL EXAGGERATION OF 1V:2H.
3. INDICATED DREDGE DEPTHS INCLUDE 2 FEET OF OVERDEPTH.

0 20 40
SCALE IN FEET

STAMP:

REV. NO.	DATE	REMARKS

DESIGNED: -
DRAWN: JC
CHECKED: PS
ISSUED FOR: BID
DATE: 11/02/2026
JOB NO.: 23-4011
SCALE: 1" = 50'

ISLE OF PALMS MARINA DREDGING
ISLE OF PALMS, SC

PROPOSED DREDGE SECTIONS

CITY OF ISLE OF PALMS

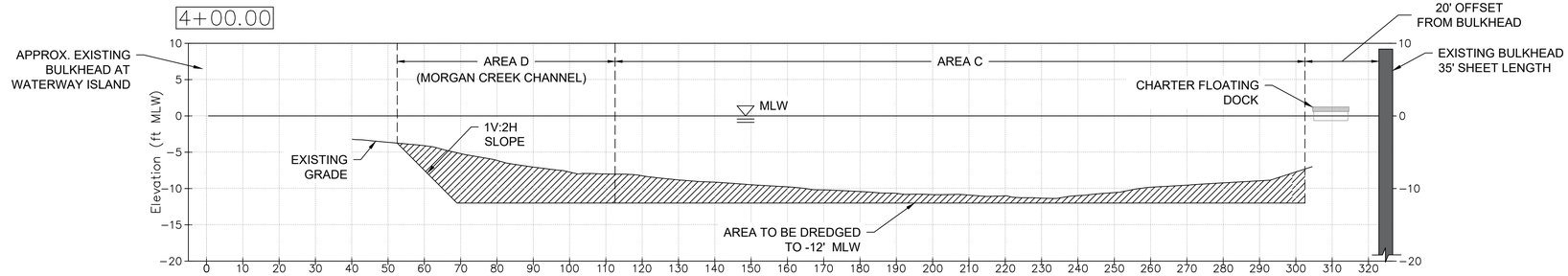
Geosyntec Consultants, Inc.
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(843) 414-1040
Certificate of Authorization #00773
Geosyntec consultants

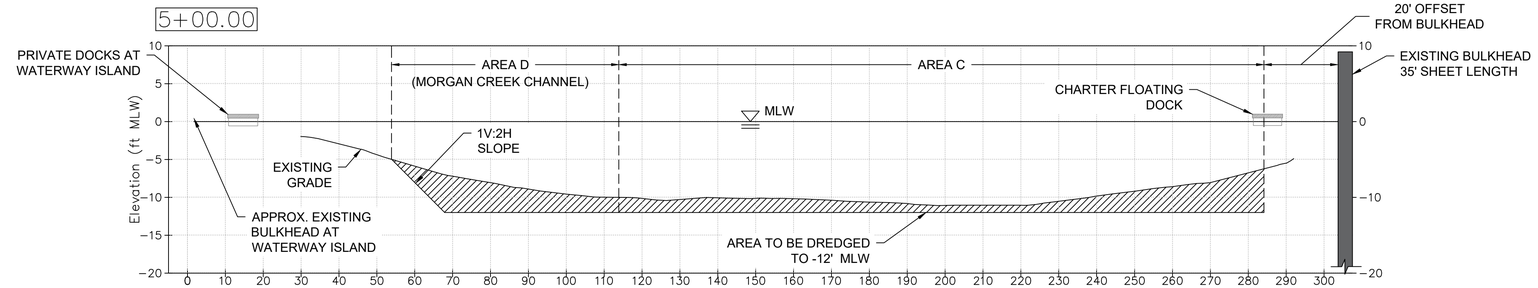
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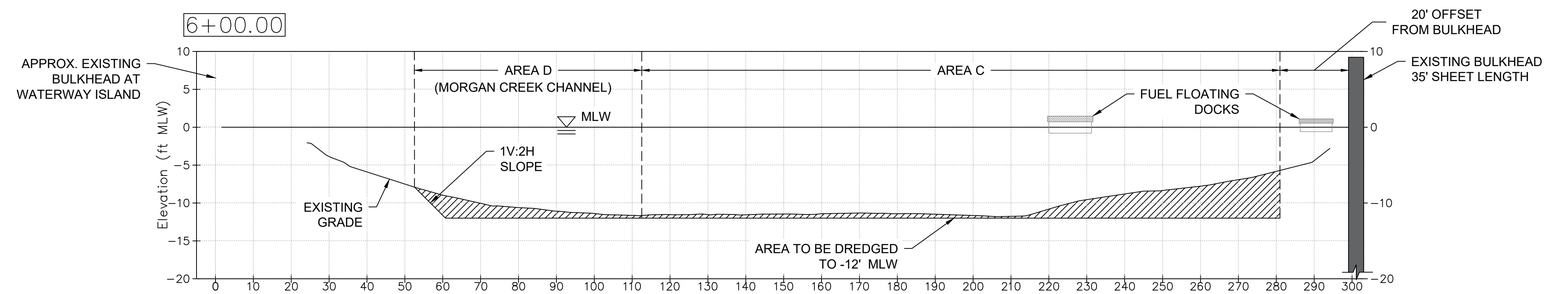
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D:\Projects\23-4011 Isle of Palms Marina Dredging\Drawings\23-4011 Bid Drawings\CP Dredge Bid Drawings 1.dwg, 07 9/26

ALIGNMENT B: MORGAN CREEK
CROSS SECTIONS







DREDGING NOTES:
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NOTES:
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3. INDICATED DREDGE DEPTHS INCLUDE 2 FEET OF OVERDEPTH.

0 20 40
SCALE IN FEET

STAMP:

REV. NO.	DATE	REMARKS

DESIGNED: -
DRAWN: JC
CHECKED: PS
ISSUED FOR: BID
DATE: 11/02/2026
JOB NO.: 23-4011
SCALE: 1" = 50'

ISLE OF PALMS MARINA DREDGING
ISLE OF PALMS, SC

PROPOSED DREDGE SECTIONS

CITY OF ISLE OF PALMS

Geosyntec Consultants, Inc.
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Geosyntec consultants

DRAWING NUMBER
D8

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O:\Projects\26-4011 Isle of Palms Marina Dredging\Drawings\CAD\03 Bid Drawings\DP Dredge Bid Drawings 1 dwg, D8, 6/8/26

FOR BIDDING PURPOSES ONLY
"NOT FOR CONSTRUCTION"



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Apr 01, 2026 - 1:26pm

STAMP:

REV. No.	DATE	REMARKS

DESIGNED	DRAWN	CHECKED
-	JC	PS

ISSUED FOR: BID
DATE: 11/02/2026
JOB NO. 23-4011
SCALE: 1" = 400'

ISLE OF PALMS MARINA DREDGING
ISLE OF PALMS, SC

DREDGE DISPOSAL LOCATION

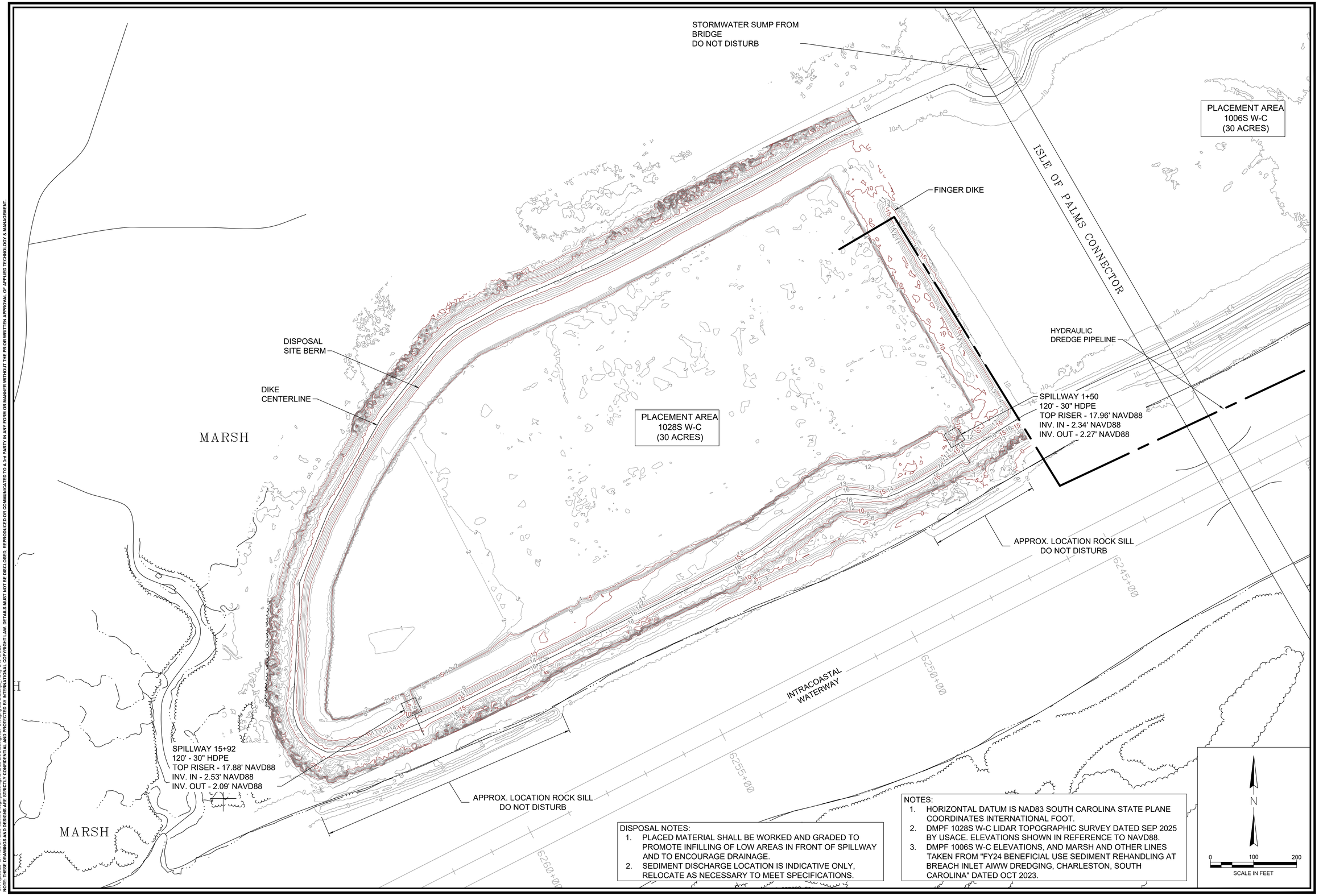
CITY OF ISLE OF PALMS

Geosyntec Consultants, Inc.
941 Houston Northcut Blvd.
Mt Pleasant SC, SC 29464
(843) 414-1040
Certificate of Authorization #00773
Geosyntec consultants

DRAWING NUMBER
D9

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O:\Projects\26-011 Isle of Palms Marina Dredging\Drawings\04-BID Set Drawings\10P Dredge Bid Drawings 1.dwg, 11/3/2025



DISPOSAL NOTES:
1. PLACED MATERIAL SHALL BE WORKED AND GRADED TO PROMOTE INFILLING OF LOW AREAS IN FRONT OF SPILLWAY AND TO ENCOURAGE DRAINAGE.
2. SEDIMENT DISCHARGE LOCATION IS INDICATIVE ONLY, RELOCATE AS NECESSARY TO MEET SPECIFICATIONS.

NOTES:
1. HORIZONTAL DATUM IS NAD83 SOUTH CAROLINA STATE PLANE COORDINATES INTERNATIONAL FOOT.
2. DMPF 1028S W-C LIDAR TOPOGRAPHIC SURVEY DATED SEP 2025 BY USACE. ELEVATIONS SHOWN IN REFERENCE TO NAVD88.
3. DMPF 1006S W-C ELEVATIONS, AND MARSH AND OTHER LINES TAKEN FROM "FY24 BENEFICIAL USE SEDIMENT REHANDLING AT BREACH INLET AIWW DREDGING, CHARLESTON, SOUTH CAROLINA" DATED OCT 2023.

STAMP:

REV. NO.	DATE	REMARKS

DESIGNED: -
DRAWN: JC
CHECKED: PS
ISSUED FOR: BID
DATE: 11/02/2026
JOB NO.: 23-4011
SCALE: 1" = 100'

ISLE OF PALMS MARINA DREDGING
ISLE OF PALMS, SC

DREDGE DISPOSAL LOCATION

CITY OF ISLE OF PALMS

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Certificate of Authorization #00773
Geosyntec consultants

DRAWING NUMBER
D10

G-TECHNICAL SPECIFICATIONS

SECTION 01000
GENERAL PROJECT REQUIREMENTS

PART 1 – GENERAL

1.1 GENERAL

A. All work shall be conducted under the observation of the OWNER or OWNER AND ENGINEER. The OWNER may direct the ENGINEER or other Owner consultants to conduct site visits and coordination with CONTRACTOR as construction proceeds, and the ENGINEER and other Owner consultants shall have same access privileges as the OWNER. The OWNER and ENGINEER shall have free access to any and all parts of the Work at any time. CONTRACTOR shall furnish OWNER and ENGINEER with such information as may be necessary to keep him fully informed regarding progress and manner of work and character of materials. Presence of the OWNER or ENGINEER on site shall not relieve CONTRACTOR from any obligation to fulfill this Contract.

B. The CONTRACTOR is hereby notified that the OWNER may have other construction activities ongoing on the project site, in addition to marina operations. Activities may include, but is not limited to, upland site-civil work, bulkhead maintenance, and dock maintenance. The CONTRACTOR shall show courtesy to other contractors and operators on site. Staging areas may be shared. In the event of any conflicts the CONTRACTOR shall coordinate with the OWNER or ENGINEER.

C. The CONTRACTOR shall be required to conduct the Work in such manner as to obstruct navigation as little as possible. In any case, if the CONTRACTOR's plant or support vessels obstructs the navigable waters making it difficult for the passage of any vessels, CONTRACTOR’s vessels shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the Work the CONTRACTOR shall promptly remove from navigable waters or on shore his plant, including ranges, buoys, piles, and other marks placed by him under his contract. Any equipment or pipelines moored in navigable waters shall be properly marked with lighted buoys. No unmarked pipelines shall be allowed to float within the water column (i.e., all pipelines must be surface floating or on the seabed).

D. Prior to construction, the Contractor is required to provide a Notice to Mariners describing the construction operations and work areas. Should the Contractor encounter any unmarked hazards to navigation, it is the responsibility of the Contractor to provide a Notice to Mariners and to immediately notify the OWNER and ENGINEER. The Contractor shall provide to the OWNER and ENGINEER an original proof of publication for any Notice to Mariners.

E. Any material that escapes or is lost at any time while being loaded or transported, or which is deposited in locations other than those designated on the Drawings or approved in writing by the OWNER or ENGINEER, shall be removed and shall be re-deposited where directed by the OWNER or ENGINEER at the CONTRACTOR's expense.

1.2 OBSERVATION AND COMMUNICATION

A. If during construction, the CONTRACTOR observes items that may have historical or archaeological value, such observations shall be reported immediately to the OWNER or ENGINEER so that the appropriate authorities may be notified. A determination will be made as to their significance and what, if any, special disposition of the finds. The CONTRACTOR shall cease all activities that may result in the destruction of these resources and shall prevent employees from trespassing on, removing, or otherwise damaging such resources.

1.3 CONTRACTOR'S SURVEY AND LAYOUT OF WORK

A. The CONTRACTOR shall preserve all alignment, right-of-way markers, limit of work markers, and shall reset or replace at his expense any and all which are removed, destroyed, or covered up by his work. From the monuments, control data and elevations, the CONTRACTOR shall complete the layout of the work and shall be responsible for all interim surveys that may be required for the execution of the work. The CONTRACTOR shall be responsible for any other surveys to determine progress during the project and to insure compliance with the specified lines and grades.

1.4 OWNER'S INVESTIGATIONS

A. Existing site information has been provided by various sources and have been included in the Drawings and Appendices of the Bid Package. The majority of the site has been dredged previously and material to be dredged can be characterized as maintenance material. CONTRACTOR is responsible to make his own investigations, draw his own conclusions, and to utilize equipment necessary to perform the work in reliance on his knowledge, experience, and the Contract Documents.

1.5 MEASUREMENT FOR PAYMENT

A. The CONTRACTOR's surveyor shall perform all pre- and post- surveys, and any interim surveys to substantiate quantities for payment and surveys for acceptance. It will be the CONTRACTOR's responsibility to coordinate all necessary pre-, progress, and post-construction surveys with the OWNER and ENGINEER to be used for pay applications and final acceptance. The Surveyor shall be approved by the OWNER and ENGINEER with experience and professional licensure in South Carolina.

B. The OWNER reserves the right to complete any necessary supplemental surveys.

1.6 DRAWINGS AND DOCUMENTS

A. A minimum of one (1) complete set of Drawings and Documents (with permits) shall be kept in the CONTRACTOR's field office at all times during project construction.

1.7 CONTRACTOR WORK PLAN

A. The CONTRACTOR must submit a CONTRACTOR Work Plan within 15 days of NTP that will contain as a minimum the following criteria:

B. The Work Plan is the means of assuring that all items of work are in conformance with the drawings and specifications and describes the CONTRACTOR's inspection and test procedures. The CONTRACTOR shall establish and maintain a quality control system for all work to assure compliance with contract requirements and record his inspections and tests under this system, including but not limited to the following:

1. CONTRACTOR shall be responsible to ensure that no leaks occur in the transport of dredged material through the scows, barges, trucks, dumpsters or other dredged material containers.

2. CONTRACTOR shall monitor all dewatering and disposal areas and maintain and repair the areas as necessary.

3. Personnel shall be assigned, or designated, by each subcontractor to perform inspections and control the quality of the work as required. These personnel shall be other than those performing the work being inspected. Qualifications of all quality

control personnel must be included in the Work Plan. Quality Control Personnel may be designated from positions such as the Project OWNER AND ENGINEER, Project Superintendent, non-working foreman or specific quality control representative. Quality control representation must be continually available to oversee field operations.

1.8 CONSTRUCTION SCHEDULE

Following the Notice to Proceed, a construction schedule is to be submitted by the CONTRACTOR per the following:

A. The CONTRACTOR is required to prepare in advance and submit at the time of the project preconstruction meeting a detailed project schedule. This schedule is subject to the review and acceptance of the OWNER AND ENGINEER.

B. The schedule shall show a complete sequence of construction activities, including submittals, reviews, procurement of materials, inspections and surveys, identifying work for the complete project in addition to work requiring separate stages, as well as any other logically grouped activities. The schedule shall indicate the early and late start, early and late finish, major construction milestones, materials and equipment manufacture and delivery, logic ties, float dates, and duration. Critical paths for each identified project milestone, as well as the overall project, shall be included.

C. No changes shall be made to the construction schedule without the prior written approval of the OWNER AND ENGINEER. Any progress payments made after the scheduled completion date shall not constitute a waiver of this paragraph or any damages.

D. If the CONTRACTOR or the OWNER AND ENGINEER considers that an accepted or anticipated change will impact the critical path or contract progress, a schedule analysis and revised schedule supporting the proposed adjustment of time shall be submitted to the OWNER AND ENGINEER for discussion, review and acceptance. All changes shall be shown as separate activities or groups of activities and entered into the relevant part of the accepted network schedule current at the time of change. If such a revision is not available, the OWNER AND ENGINEER may, at his option, construct and utilize the project as-built schedule, or other recognized method of delay impact analysis. In case of a deductive change reducing the quantity of work to be done under affected activities, the estimated duration of these activities shall be adjusted to reflect the reduced quantities of work. The CONTRACTOR shall submit a written report, describing the adjustments and reasons for the adjustments, and the impact of the changes.

E. Changes or delays that do not affect the controlling operation or operations on the critical path will not be considered as the basis for a time adjustment. Changes or delays that do affect the controlling operation or operations on the critical path will be considered in granting an extension of time for completion of the contract only if the total float is absorbed by the delay.

1.9 CONTINUATION OF WORK

A. All work shall continue until: (1) progress has reached substantial completion for the project; or (2) the Owner has issued an order to the CONTRACTOR to cease operations or (3) the permit window closes for dredging (March 1, 2027).

1.10 SUBMITTALS

A. Submittal details for payments can be found in Section 02325 Dredging and Disposal. Plan submittal details (Work Plan, Spill Prevention Plan, etc.) can be found in this Section and in 01060 Environmental Protection. A log for the turbidity curtain inspections is also required (if required by permit condition). Permit conditions also identify other potential submittals (turbidity curtain, Notice-to-Mariners, etc.)

1.11 CLIMATIC CONDITIONS

A. The project area is subject to tropical storms and hurricanes from June through November, and to windy and rainy weather, including severe electrical storms and other sudden and locally severe meteorological occurrences that approach hurricane conditions, during any time of the year. The CONTRACTOR shall maintain full-time monitoring of the marine weather broadcasts and other local commercial weather forecasting services that may be available. It shall be the CONTRACTOR's responsibility to obtain information concerning rain, wind and wave conditions that could influence his construction operations. No time extensions will be granted for inclement weather conditions that are normal for the project time period.

B. Waves at the project site are generally due to passing vessel wakes in the adjacent waterway.

C. Water levels in the project area are primarily affected by tidal fluctuations of the Atlantic Ocean. The project area is also subject to storm surges. Local estimated tidal ranges and datums for the site are shown on the Drawings.

1.12 SEVERE WEATHER PLAN

A. The CONTRACTOR shall maintain full-time monitoring of the local and regional weather broadcasts and avail themselves of such other local commercial weather forecasting services as may be available. These information broadcasts shall be the CONTRACTOR's primary source in the decision process to implement action under the approved storm plan.

1.13 NON-CONFORMING WORK

A. The CONTRACTOR shall remove and replace any work not conforming to the Drawings or Specifications upon written order by the OWNER AND ENGINEER. Any cost caused by reason of this non-conforming work shall be borne by the CONTRACTOR.

1.14 ACCIDENT PREVENTION AND FIRST AID PLAN

A. The CONTRACTOR shall submit an Accident Prevention and First Aid Plan to the OWNER AND ENGINEER 15 days prior to commencement of construction.

1.15 SPILL RESPONSE PLAN

A. The CONTRACTOR shall submit a Spill Response Plan to the OWNER AND ENGINEER 15 days prior to commencement of construction. The plan must include at a minimum:

1. Assessment and risk analysis

2. Emergency equipment available

3. Clean up procedures

1.16 PROTECTIVE WORK

A. The CONTRACTOR shall furnish and install all necessary temporary works for the protection of the work, including barricades, fences, warning signs, lighted buoys, and flashing lights at night. CONTRACTOR shall contact the US Coast Guard and local authorities prior to commencing waterborne work to determine and implement required construction area and equipment marking and lighting requirements.

1.17 DREDGING QUALITY MANAGEMENT COMPLIANCE

A. Where listed as a requirement under the federal permit conditions, the CONTRACTOR shall implement a Dredging Quality Management (DQM) System when dredging equipment is in use. The DQM system must have been certified by the National DQM Support Center (DQM Center) within one calendar year prior to the initiation of dredging / discharge / placement of sediments. The DQM system shall be operational throughout dredging and discharge / placement of sediments. The CONTRACTOR shall submit project data to the DQM Center in accordance with the specifications provided at the DQM website (https://dqm.usace.army.mil).

B. Where listed as a requirement under the federal permit conditions, prior to each dredging and disposal event, the CONTRACTOR shall prepare and submit a DQM New Project Request Form to both the Charleston District's Regulatory Division and the DQM Center. A pre-dredging conference with the Corps may be required to review the CONTRACTOR's proposed work plan and determine whether it is sufficient to comply with the monitoring and reporting requirements of this DA permit and the DQM program.

END OF SECTION

SECTION 01060
ENVIRONMENTAL PROTECTION

PART 1 – GENERAL

1.1 SUMMARY

A. The work specified in this section consists of providing all equipment, materials and labor and performing all work required to prevent unacceptable adverse environmental impacts, pollution and damage as a result of construction operations. For the purpose of this specification, environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and historical purposes. The control of environmental pollution requires consideration of air, water, and land resources.

B. All environmental resources within the project boundaries and those affected outside the limits of permanent work under this Contract shall be protected throughout project duration and shall be the CONTRACTOR's responsibility until notice of final project acceptance. The CONTRACTOR shall confine his activities to areas defined by the Drawings and Specifications.

C. It is the CONTRACTOR's responsibility to investigate and comply with all applicable local and federal laws and regulations governing environmental protection. Assurance of compliance with this section by any Subcontractors on the project shall be the responsibility of the CONTRACTOR.

D. CONTRACTOR shall provide and maintain during the life of the contract, environmental protective measures including, but not limited to, a spill response plan and appropriate spill containment equipment. CONTRACTOR shall provide environmental protective measures required to correct conditions, such as oil spills or debris that occur during the construction operations. CONTRACTOR must comply with all regulations pertaining to protection of water and land resources, and protection from air and noise pollution.

E. CONTRACTOR shall provide temporary erosion and sediment control in all areas affected by the Work. Other methods (based on Best Management Practices and as specified in the construction authorizations) shall be utilized as necessary to effectively prevent erosion and control sedimentation. CONTRACTOR shall submit shop drawings of all proposed erosion control measures including but not limited to silt fence, sandbagging, hay bales and floating silt barriers for approval prior to construction.

F. Discarded materials, other than those which can be included in the solid waste category, shall be handled as directed by the OWNER's Consultant.

1.2 ENVIRONMENTAL COMPLIANCE

A. The CONTRACTOR shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Monitoring of all water resource areas affected by construction activities shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall not discharge or permit discharge into the

waters of canals, waterways, ditches, etc., fuels, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The CONTRACTOR shall be responsible for investigating and complying with all applicable laws and regulations governing pollution of waters. All work shall be performed in such a manner that objectionable conditions shall not be created in waters through or adjacent to the project areas. CONTRACTOR shall conduct any specific monitoring or other related requirements as specified in the construction authorizations or permit conditions.

B. Noncompliance: The OWNER's ENGINEER will notify the CONTRACTOR in writing of any observed noncompliance with applicable BMPs and/or Governmental laws, regulations or any elements of the Environmental Resource Permits. The CONTRACTOR shall be required to take immediate corrective action. If the CONTRACTOR fails or refuses to comply promptly, the OWNER's Consultant may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

Part 2. – PRODUCTS (Section Not Used)

Part 3. – EXECUTION

3.1 GENERAL

A. Maintain all temporary erosion and sediment control measures during active construction, until project completion. As required by permit conditions, install turbidity curtains prior to initiating any in-water work.

B. Conduct all site work and any earthwork construction operations in a manner to minimize turbidity and runoff. Work shall conform to all water quality standards as may be prescribed in the construction authorizations and permits.

C. The CONTRACTOR shall prepare drawings showing locations of proposed temporary excavations or embankments for material disposal areas, sanitary facilities and stockpiles of debris or spoil materials. The plan shall include the measures to be taken for flagging and marking the limits of use areas.

3.2 ENVIRONMENTAL PROTECTION PLAN

A. Within fifteen (15) days following Notice of Award, the CONTRACTOR shall submit a written Environmental Protection Plan to the OWNER's Consultant. The Environmental Protection Plan can be included in the Work Plan and shall include but not be limited to the following:

1. Oil Spill Response Plan

2. Hurricane/Severe Weather Plan

3. Procedures to be implemented in order to provide environmental protection and to comply with applicable laws, regulations, and regulatory permits. The CONTRACTOR shall provide immediate action to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in the Environmental Protection Plan.

4. Methods for Protection of Features and Habitats to be Preserved within Authorized Work Areas.

5. The CONTRACTOR shall identify the person responsible for implementing the Environmental Protection Plan. The CONTRACTOR's responsible person shall have the responsibility and authority to act on behalf of the CONTRACTOR in all environmental protection matters and shall report directly to the CONTRACTOR's top management.

3.3 Turbidity Control and Water Quality Monitoring

A. As required by permit conditions, CONTRACTOR shall deploy turbidity/silt curtains with an absorbent device to catch oil, creosote and flotsam around the practical limit of excavation operations to minimize the migration of suspended particles and contain any turbidity generated (or agency and ENGINEER approved alternative turbidity curtain). The turbidity/silt curtains shall be deployed in a manner set forth to have adequate positioning and anchoring devices to assure their performance. The silt curtain bottom shall be maintained by the CONTRACTOR to prevent its migration during various phases of tide and wave action. If the curtain gets damaged during the operation, the CONTRACTOR shall suspend the work until the silt curtain is appropriately repaired to provide the protection needed. Should the CONTRACTOR know of other more effective turbidity containment devices, he is encouraged to suggest alternative methods for review.

3.4 Erosion and Water Pollution Control

A. CONTRACTOR's program to control water pollution shall prevent, to the extent feasible, any net increase in pollution of storm water runoff from entering waterways at the disposal site.

B. Sediment basins and traps, perimeter berms, filter fences, berms, sediment barriers (hay bales), vegetative buffers and other measures intended to trap sediment and/or prevent the transportation of sediment onto adjacent properties, or into existing waterbodies, must be installed, constructed or, in case of vegetative buffers, protected from disturbance, as a first step in the land alteration process. Provide routine maintenance of permanent and temporary erosion control features until the project is completed and accepted.

3.5 PROPERTY AND VEGETATION PROTECTION

A. The CONTRACTOR shall not remove, cut, deface, injure, or destroy land resources including, but not limited to vegetation, trees, shrubs, mangroves, vines, grasses, top soil, structures, pavement, fencing, roadways, irrigation equipment and land form unless directed to do so on the Drawings. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The CONTRACTOR shall be responsible for the replacement of any damaged or destroyed property or vegetation, to the satisfaction of the ENGINEER. Failure to replace damaged or destroyed property or vegetation by the CONTRACTOR shall result in replacement by the OWNER, and all costs of replacement shall be deducted from monies due or to become due to the CONTRACTOR. The CONTRACTOR shall be liable for any non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or subcontractors.

3.6 POLLUTION PREVENTION

A. The CONTRACTOR shall continuously monitor and manage all construction activities to comply with the following environmental requirements for pollution prevention. The CONTRACTOR shall maintain constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities continue.

B. Air. The CONTRACTOR shall make all possible efforts to minimize air pollution. All activities, equipment, processes, and work operated or performed by the CONTRACTOR in accomplishing the specified construction shall comply with the applicable air pollution standards of the State of South Carolina and all Federal emission and performance laws and standards.

C. Noise Control. The CONTRACTOR shall make all possible efforts to minimize noise during all operations. All hauling and excavating equipment used on this work shall be equipped with satisfactory mufflers or other noise abatement devices. The CONTRACTOR shall conduct these operations so as to comply with all Federal, State, and local laws pertaining to noise. The use of horns, whistles, and signals shall be held to the minimum necessary in order to ensure as quiet an operation as possible while maintaining safety and meeting OSHA minimum standards/requirements.

D. Sanitary Facilities. The CONTRACTOR shall supply and maintain, at minimum, one (1) temporary sanitary facility for the use of employees and subcontractors on the barge(s). The facility shall be conveniently located onboard the CONTRACTOR's barges and/or at the CONTRACTOR's submitted and approved staging area. Sanitary facilities shall be of an approved chemical type with regular servicing, as approved by the ENGINEER. The ENGINEER can direct the CONTRACTOR to clean or replace the sanitary facility based on odor.

E. Solid Wastes. Solid wastes (including clearing debris) shall be placed in containers, which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination of water, soil, or air. No steel, cables, wire, pipe, drums or any other debris shall be disposed overboard. No burial of waste materials by the CONTRACTOR will be permitted. The CONTRACTOR shall at all times keep the Project Area free from accumulations of waste material or debris caused by his or her employees or work and shall remove same when necessary or required by the ENGINEER. All receptacles must be maintained and predator proof.

F. Fuel Transfer. On-water transfers of fuel, oil or any hazardous material shall be conducted in accordance with U.S. Coast Guard regulations (including, but not limited to, 33 CFR 156). The CONTRACTOR shall be responsible for cleaning and remediation of any spill and impact of petroleum/diesel product.

G. Fuel Dispensing. Secondary containment, which is capable of holding 110% of the tank contents, must be provided for each fuel storage tank and placed on a level surface. Fuel dispensing areas shall have available a 4-foot square, 16-gauge metal pan with borders banded up and welded at corners directly below the bibb (or ENGINEER approved alternative). Edges of the pans shall be 8-inch minimum in depth to ensure that no contamination takes place. Pans shall be emptied immediately after every dispensing of fuel. Should any spilling of fuel occur, the CONTRACTOR shall immediately excavate the contaminated ground and dispose of it offsite in an approved area.

H. Oil and Hazardous Material Spills and Containment. The CONTRACTOR shall ensure that all hazardous material spills including hydraulic fluid spills are immediately reported to the ENGINEER. All hazardous material spills shall be immediately cleaned up in accordance with Consolidated USACE Safety and Health Requirements Manual, document number EM 385-1-1 dated 2008. In accordance with EM 385-1-1, the CONTRACTOR shall use suitable methods to prevent the spread of hazardous materials from above ground storage tanks and piping in case of leakage.

I. Bilge Water. CONTRACTORs are warned that pumping oil or bilge water containing oil into navigable water or into areas, which would permit the oil to flow into such waters, is prohibited by Section 13 of the Rivers and Harbors Act of 1899 (30 Stat. 1152; 33 U.S.C. 407). Non-compliance with this prohibition is subject to penalties provided for under the referenced acts.

3.7 HISTORICAL, ARCHEOLOGICAL, AND CULTURAL RESOURCES

A. If during construction activities, the CONTRACTOR observes items that may have historical or archeological value (including, but not limited to, Indian canoes, arrow heads, pottery or physical remains), the CONTRACTOR shall immediately cease all related operations. Such observations shall be reported immediately to the ENGINEER; so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition is required. The CONTRACTOR shall cease all activities that may result in the disturbance and/or destruction of these resources and shall prevent his/her employees and subcontractors from trespassing on, removing, or otherwise damaging such resources. The CONTRACTOR shall report any observed unauthorized removal or destruction of such resources by any person to the ENGINEER, and appropriate State of South Carolina authorities. The CONTRACTOR shall be liable for any non-compliance with the conditions of the permits, easements and terms of this contract committed by their personnel or subcontractors.

3.8 MANATEE PROTECTION

A. The CONTRACTOR shall continuously monitor and manage all construction activities to minimize interference with, disturbance of, and damage to all fish and other marine life in the project area including manatees. The CONTRACTOR shall comply with all conditions of the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. There are civil and criminal penalties for harming, harassing or killing manatees. Any incidental harm caused to a manatee during dredging or construction operations must be reported immediately to appropriate agency listed in the permit and to the ENGINEER. The CONTRACTOR shall be liable for any non-compliance with these regulations by the CONTRACTOR’s personnel or SUBCONTRACTORs.

END OF SECTION

SECTION 02325
DREDGING AND DISPOSAL

PART 1 – GENERAL

1.1 SCOPE

A. The Work consists of: (i) furnishing all plant, labor, equipment, supplies and material, and (ii) performing all operations in connection with dredging and conveying of the material to the approved disposal site. Federal and State Permit requirements take precedence over these Specifications in any case of discrepancy between the documents. It is the CONTRACTOR's responsibility to comply with all facets of the Federal and State Permits or be subject to the penalties levied as a result of any variances. All costs associated with completing the work shall be borne by the CONTRACTOR.

1.2 PLAN OF WORK AND SCHEDULE

A. Prior to commencement of work and within fifteen (15) days of the Notice to Proceed, the CONTRACTOR shall submit the Work Plan to the ENGINEER and OWNER for approval. The Work Plan will include a comprehensive summary of the following:

1. Proposed project methodology (equipment, material transport, daily dredging productivity), operational controls (quality control, minimization of marine and upland traffic delays, permit compliance), a plan for the protection of existing structures and environmental resources, security, turbidity management/monitoring procedures to be implemented, and minimization of impacts to recreational boaters. The plan shall also include a specific discussion on staging areas, work sequencing and a map defining acceptance sections within the dredge area.

2. A schedule detailing anticipated start and completion dates for each activity associated with the dredging, disposal, and site restoration.

3. The Contractor shall submit plans to the ENGINEER for approval of the disposal operations. This shall include a detailed narrative for dewatering (if applicable), transporting, and placing the material at the disposal facility. Primary components include both a site plan and placement operations:

    (a) Site Plan Items:

        (i) Proposed location and dimensions of any on-site facilities (storage area, field office, sanitation, etc.)

        (ii) On-site turbidity control measures

        (iii) Avenues of ingress/egress

        (iv) Staging and offloading areas

    (b) Placement Operation Items.

        (i) The Contractor shall describe the procedure and equipment that will be used by the Contractor to manage the Disposal Facility.

        (ii) The Work Plan shall include, at a minimum, the proposed commencement and completion date relevant to the Notice to Proceed, hours of operation, material unloading and handling equipment, anticipated production rate, maintenance and operation of inflow pipe, effluent monitoring, discharge monitoring and reporting, dewatering methods, pipeline route, equipment and vehicles to be

used on site, key personnel names and telephone numbers, fuel spill plan, and other pertinent procedures relating to material offloading, transportation and placement of the dredged material required under this Contract.

B. The OWNER reserves the right to alter the order of the work within the project limits. Priority areas shall be dredged first if deemed practicable by the ENGINEER. While this project is not envisioned to occur during peak season, the marina and boat ramp will be operational.

Priority areas include high spots in Areas A, B, and C, particularly at boat slips and their approaches.

C. Following the Notification to Proceed and prior to construction, the CONTRACTOR shall schedule and hold a Pre-construction meeting with the OWNER, ENGINEER, and other relevant agencies to ensure that all documentation, plans, and schedules have been adequately submitted and approved and that the planned efforts are in compliance with the permits. Prior to the end of the construction window, the CONTRACTOR shall have completed excavation operations to the limits and elevations specified in the plans, transferred all material to the approved final disposal site, and returned all work areas to their pre-project condition. The contractor shall submit pre and post documentation, including photographs and videos of the condition of the work areas including but not limited to shoreline banks and marsh, docks, and the disposal area.

1.3 MEASUREMENT OF QUANTITIES

A. The Drawings are believed to represent accurately average existing conditions, but the depths indicated thereon will be verified during the pre-dredge survey, to be completed by the CONTRACTOR's surveyor approved by the ENGINEER. Once quantities within the dredge area have been determined through the use of in-place measurement, collected as part of the pre-dredge survey, they will not be reopened.

B. The ENGINEER will compare the pre- and post-dredge surveys to determine whether project lines and grades have been satisfactorily met to ensure that the work is complete to the specifications of these Contract Documents.

C. The CONTRACTOR shall perform a pre-construction bathymetric survey of the project dredge area. Note that all dredging surveys used to determine pay quantities shall be conducted by an Engineer approved bathymetric surveyor licensed in the State of South Carolina. The ENGINEER must review and approve the pre-dredge survey prior to any dredging activity.

D. The CONTRACTOR shall perform the post-dredge bathymetric survey (by equivalent methods, standards, and density to the pre-construction dredging survey). Upon submittal to the ENGINEER, the survey shall be reviewed for accuracy, completeness, and to calculate payment quantities relative to the pre-dredge bathymetric survey or progress payment surveys. The payment quantities, within the permitted template, shall be shown on the front cover of each Acceptance Section survey and be sealed by a South Carolina licensed surveyor as part of the submittal. At the end of each acceptance section, the CONTRACTOR shall submit two (2) signed and sealed surveys.

E. Dredging below the grades shown on the Drawings or outside the limits of the dredging template is prohibited and is in violation of the Permits and will not be eligible for payment.

1.4 BASIS OF PAYMENT

A. The Contract Price shall include all (i) excavation indicated on the Drawings, (ii) conveyance to and disposal of the whole of this material in the approved disposal site, and (iii) restoration of the work sites to pre-project conditions.

B. OWNER shall approve payment only for work done in accordance with the requirements of these Contract Documents, and in accordance with the schedule of Bid Prices.

C. Payment will be made based upon measurement of volume for actual quantity removed, within dredge limits, as determined by pre- and progress surveys. For purposes of payment, the work to be done will be divided into acceptance sections. Prior to any dredging, prepare and provide proposed acceptance sections, as part of the Work Plan, for approval by the ENGINEER. Partially complete acceptance sections will not be eligible for payment without prior approval by the ENGINEER.

D. No payment or quantity adjustments will be made for material removed outside of the specified depths and limits.

1.5 PAYMENT SUBMITTALS

A. All requests for payment shall be submitted using the AIA Contractor Application for Payment Form (see Contract Terms and Conditions Section XI). Other Payment Forms are allowable, subject to ENGINEER and OWNER approval.

B. Bid item changes or extensions (if applicable) are computed in accordance with the quantities and unit prices stated and reflect full compensation for a complete, finished product.

1.6 LAYOUT OF WORK

A. The CONTRACTOR shall be responsible for all measurements that may be required for the execution of the Work, subject to modifications that the ENGINEER may require to meet changes in conditions at the work site. Reference monuments can be located at www.ngs.noaa.gov.

1.7 DREDGING PLANT

A. The CONTRACTOR agrees to keep on the job a dredging plant which shall meet the requirements of the Work. The plant shall be maintained in an operating condition capable of safely and efficiently performing the Work as set forth in the Specifications. The plant shall be subject to inspection by the ENGINEER at all times.

B. The dredge and other marine equipment shall be capable of operating in the conditions of the Atlantic Intracoastal Waterway and Morgan Creek. All internal combustion engines shall be muffled to diminish noise.

C. All scows must be maintained in a sea-worthy condition and to prevent leakage of material. Crew boats, fuel barges and all other necessary work boats as required for the efficient operation of the dredge shall be provided by the CONTRACTOR and maintained in a sea-worthy, safe, and an environmentally-sound condition. The CONTRACTOR shall supply planned relocation efforts during specified times of work stoppage (including severe weather). The use of any public area for proposed relocation areas or temporary mooring locations during times of work stoppage must be approved by the OWNER prior to relocation/mooring operations occurring.

1.8 PHYSICAL DATA

A. GENERAL. Data and information furnished or referred below is for the CONTRACTOR's information only. The OWNER shall not be responsible for any interpretation of or conclusion drawn from the data or information by the CONTRACTOR.

B. SITE GEOLOGY. Sediment has settled into the berths and significantly filled them in. Returning the berths and approaches to an elevation as shown on the Drawings will facilitate the continued use of this site. This project site has been historically used for berthing and boat launching activities. The sediments to be dredged are generally anticipated to include sand, silty sand and organic silts and/or clays. However, some maritime debris may be present from previous site

uses and construction operations, and may consist of chunks of concrete, timber beams and piles, anchors, and other maritime debris. Neither ENGINEER nor OWNER has conducted detailed surveys to locate existing debris within the excavation limits. Site-specific soils samples from 2025 are available. The samples were analyzed for chemical contaminants and sediment grain size.

C. LOCAL WEATHER. Refer to Section 01000 – GENERAL PROJECT REQUIREMENTS, Paragraph 1.11.

D. UTILITIES. The CONTRACTOR is advised to take whatever precautions necessary against damages which might result from their operations, especially the sinking of barge spuds and/or anchors into the channel bottom, in the vicinity of underwater utility crossings. To protect existing utilities, at a minimum, a 72-hour notice is required prior to the start of any excavation. CONTRACTOR shall contact the local utility provider(s) prior to the start of any excavation. If any damage occurs because of the CONTRACTOR's operations, CONTRACTOR will be required to suspend dredging until the damage is repaired and approved by the OWNER and ENGINEER. Costs for such repairs and for the downtime of the dredge and attendant equipment shall be at CONTRACTOR's expense.

1.9 OBSTRUCTION OF NAVIGABLE WATERS

A. The CONTRACTOR shall be required to conduct the work in such manner as to minimize navigation obstructions in the AIWW and Morgan Creek, and in case the CONTRACTOR's plant or equipment so obstructs the navigable waters as to make difficult or endanger the passage of any vessels, said plant or equipment shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work the CONTRACTOR shall promptly remove his plant and equipment, including ranges, buoys, piles, and other marks placed by him under his contract in navigable waters or on shore. Marking and lighting of all vessels shall be in accordance with Federal regulations as defined by the United States Coast Guard. In order that radio communication may be made with passing vessels, all dredges engaged in Work under this Contract shall be equipped with bridge-to-bridge radio telephone equipment.

1.10 PRESERVATION OF HISTORICAL ARCHAEOLOGICAL AND CULTURAL RESOURCES

A. If any shipwreck, artifact, or other objects of antiquity that may have scientific, historical value, or may be of interest to the public are discovered, located and/or recovered, the CONTRACTOR shall immediately notify the ENGINEER.

B. If during construction, the CONTRACTOR observes items that may have historical or archeological value, such observations shall be reported immediately to the ENGINEER so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The CONTRACTOR shall cease all activities that may result in the destruction of these resources and shall prevent employees from trespassing on, removing, or otherwise damaging such resources.

1.11 OBSERVATION

A. The ENGINEER shall observe the CONTRACTOR's established horizontal control work (baseline layout, ranges, station flags, land-based control for GPS, etc.) and vertical control work (tide staff gauges), etc., but the review of the ENGINEER shall not relieve the CONTRACTOR of his responsibility for proper execution of work in accordance with the Specifications.

1.12 ERRORS AND/OR OMISSIONS

A. It is the responsibility of the CONTRACTOR to notify the ENGINEER immediately of any errors and/or omission in the plans, specifications, or permits. Failure to do so will not alleviate any

financial, legal, or contractual burden from the CONTRACTOR.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.1 DREDGING

A. GENERAL PLAN. Excavation of all material shall be performed in accordance with the approved work plans and requirements specified herein and as shown on the Drawings. Excavation is anticipated to be accomplished using a using a hydraulic cutterhead dredge. The CONTRACTOR shall be required to dredge to a depth not less than that indicated on the Drawings unless modified by the OWNER. Dredged material shall be conveyed to the dedicated disposal site via pipeline by the CONTRACTOR.

1. CONTRACTOR shall avoid all contact with vessels, docks, pilings, bulkheads, and other structures during excavation. Any damages due to collision or other means by the CONTRACTOR shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall coordinate with the ENGINEER and OWNER to develop a Work Plan that is acceptable to the OWNER prior to dredging.

2. All excavation shall be performed within the limits of the permitted areas as indicated on the Drawings. ENGINEER may grant acceptance for material dredged by box cuts as a result of material sloughing within the lines and grades shown. CONTRACTOR shall be responsible for protection of the structures by maintaining any specified offsets.

3. The material to be removed, as determined by previous dredging contracts is anticipated to be as described in Paragraph 1.8.B (Site Geology), but the CONTRACTOR is expected to examine the site of the work and decide for himself the character of the material. Local minor variations in the subsurface materials are to be expected and, if encountered, will not be considered as being materially different within the scope of the Contract.

4. Excavation shall continue until excavation has reached: (i) the permitted lines and grades for the project; (ii) permitted time constraints have been reached; or (iii) the OWNER has issued an order to the CONTRACTOR to cease excavating. Payment shall be made only for quantities excavated from within the lines and grades established by the Contract and shall be determined by the procedures outlined in these Contract Documents. The OWNER reserves the right to stop Work at any time and make payment only for that quantity of material removed from the project limits as approved by the ENGINEER. The CONTRACTOR must get the approval from the OWNER before removing material greater than the total estimate (including over dredge) in the Agreement. Material removed above this quantity shall not be paid for without prior approval from the OWNER.

B. EXCAVATION LIMITS. The excavation limits are defined on the Drawings. A 2 ft overdepth allowance for inadvertent removal of material required for the Contractor to reach the designated grades is permitted and eligible for payment, but final grades achieved shall not exceed permitted elevations. It is CONTRACTOR's responsibility to ensure that the correct relationship between NAVD88, NGVD29, and MLW are understood. Work that does not reach the required cut depths will be considered defective. Payment will not be made for material removed outside the tolerances described herein.

Should changes be made in the proposed limits and grades, the adjusted volume shall be computed by the ENGINEER as the difference between the original proposed finished lines and grades and the final approved lines and grades.

Material removed to form slopes shall not be flatter than indicated, shall be within the original in-place limits, and will be measured and paid based on the design prism, whether achieved by

slope dredging or box cutting. No payment will be made for material outside these limits, including end slopes, transition slopes, or additional overdredging.

C. ELECTRONIC POSITIONING AND DREDGING ELEVATIONS. The CONTRACTOR is required to have electronic positioning equipment that indicates and records the location of the dredge plant. Electronic positioning equipment shall be kept functioning on the dredge at all times during construction. The CONTRACTOR is required to calibrate the equipment as required by the manufacturers' recommendations. Proof of calibrations may be requested by the ENGINEER. USACE DQM is required by permit conditions for this project, and thus the most stringent of requirements shall apply.

1. EQUIPMENT. The CONTRACTOR shall have, maintain, and use a precision depth recorder capable of determining the dredging depth (e.g., vertical position of the intake) at all times for each piece of dredging equipment. Vertical accuracy for dredge depth monitoring shall be +/- 0.1 foot, and be referenced to MLW or NAVD88.

D. ADJACENT STRUCTURES AND ENVIRONMENTAL RESOURCES. A buffer zone of at least 15 ft for vegetated intertidal marshlands shall be maintained between active dredging. The CONTRACTOR shall conduct dredging adjacent to existing structures shown on the Drawings or as directed by the ENGINEER. Should vegetated intertidal marshlands or adjacent structures become damaged because of dredging activity (directly or indirectly as a result of bank sloughing), the CONTRACTOR will be liable for state and federal penalties and/or the cost of damages to impacted structures/resources.

E. MISPLACED EQUIPMENT. 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 OWNER or ENGINEER 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 OWNER or Engineer, and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the OWNER, and the cost of such removal may be deducted from any money due or to become due to the CONTRACTOR.

F. TURBIDITY CURTAINS. In accordance with the permit requirements (if applicable), a turbidity curtain shall be installed and maintained during the entire excavation process and shall be kept in place until observed levels within the curtains are reduced to normal levels when compared to background observations. Installed curtains, either weighted or staked, should completely contain the entire water column disturbed as a result of the excavation process with the proposed layout approved by the ENGINEER.

Turbidity curtains must be monitored and maintained according to all Federal and State permit requirements and conditions. A maintenance log is also required by permit condition.

3.2 DISPOSAL

A. GENERAL – DISPOSAL AND DISPOSAL SITE. The disposal site is the DMPF Site 1028 W-C site located directly adjacent to and west of the Isle of Palms Connector. The cell is managed and maintained by the US Army Corps. The CONTRACTOR shall have rights to use the area for placement of dredged material in accordance with the Third-Party Use Agreement between the OWNER and the US Army Corps. The CONTRACTOR's proposed material disposal operation shall be included in the required Work Plan submission and may require additional regulatory and disposal area owner coordination for the proposed disposal plan. Spoil material shall be disposed of only in the location shown on the Drawings.

B. DREDGING DISPOSAL METHOD. The CONTRACTOR shall convey excavated material to the disposal site via floating pipeline, submerged pipeline, and booster. Note that the AIWW

and Morgan Creek can have significant navigation traffic. Offsets required in locating the pipeline shall comply with conditions of the permit.

C. LEAKS AND SPILLAGE. The CONTRACTOR is required to maintain state and federal water quality standards throughout project work. Pipeline conveying excavated material to the disposal site should be free of leaks and kept in good condition at all times and any leaks must be promptly and properly repaired. Failure to repair leaks satisfactorily, resulting in spillage will result in suspension of dredging operations and potential state and federal fines. The CONTRACTOR shall conduct daily observations of pipeline and booster pumps.

   The Contractor's method of transporting the dewatered material to the final disposal site shall not allow for the spillage of material or drainage of water during the transport process. Should the loss of material or water be observed, the method of transport shall be immediately shut down and the necessary repairs made. Any material lost during transport will be the Contractor's responsibility as well as any associated fines and cleanup costs.

D. SPOILING SCHEDULE. The CONTRACTOR agrees to conduct the Work in accordance with his approved Work Plan and method statement. The CONTRACTOR is required to closely monitor the transfer site during all active dredging. The CONTRACTOR shall be responsible for adjusting the site's containment structures to allow adequate dewatering or placement requirements and to control any effluent turbidity. The ENGINEER, OWNER, USACE, or SC DES (per the permit) may adjust this schedule throughout the project due to changing site conditions.

E. EFFLUENT SYSTEMS AND TEMPORARY DEWATERING SITE MAINTENANCE. The Contractor shall actively dewater the dredged material using procedures approved by the ENGINEER. Any dewatering measures must be approved by the ENGINEER prior to implementation. Effluent from all dewatering operations shall comply with all standards of the State and Federal permits. Upon completion of the works, water contained in the site shall not exceed the original condition. The CONTRACTOR shall submit a dewatering plan including the original condition water level in the DMPF, as part of the Dredge Plan to the Owner's Representative for approval prior to initiating dredging operations.

F. OBSERVATION AND REPORTS. The CONTRACTOR's representative at the disposal site shall have the authority to stop the conveyance of the dredged material if conditions warrant (ponding height, effluent turbidity, site capacity reached, etc.). The CONTRACTOR shall maintain daily logs of dredge operational hours, approximate quantity dredged and conveyed during operations, approximate dredge location, the name of the CONTRACTOR's representative, and any problems encountered and measures taken/solutions.

G. SURVEY AND MONITORING. The CONTRACTOR shall be responsible for complying with all surveying and monitoring requirements outlined in the Specifications and conditions of Federal and State permits.

END OF SECTION

APPENDIX A- FEDERAL PERMIT

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT
69A HAGOOD AVENUE
CHARLESTON, SC 29403-5107

August 19, 2025

Regulatory Division

Ms. Desiree Fragoso
City of Isle of Palms
1207 Palm Blvd
Isle Of Palms, South Carolina 29451
desireef@iop.net

Dear Ms. Fragoso:

PLEASE READ THIS LETTER CAREFULLY AND COMPLY WITH ITS PROVISIONS

This is in response to your November 6, 2024, application for a Department of the Army permit (SAC-2024-00790) and is part of an overall project known as Isle of Palms Marina Maintenance Dredging.

The public interest review is complete and we conclude the proposed activity is not contrary to the public interest. As such, a permit can be issued under provisions of Federal law for the protection and preservation of waters of the United States.

Attached is Permit SAC-2024-00790 prepared for the District Engineer's signature. Please review the conditions to which this permit is subject and, if acceptable to you, sign and return to

US ARMY CORPS OF ENGINEERS
ATTN: REGULATORY DIVISION
69A HAGOOD AVENUE
CHARLESTON, SC 29403

Please return the documents electronically or by normal mail service. Upon receipt of the properly signed permit, the District Engineer or their designee will sign and return a copy to you. As you review the permit documents, be especially mindful that

IT SHALL NOT BE LAWFUL TO DEVIATE FROM THE PLANS EITHER BEFORE OR AFTER COMPLETION OF THE WORK,

unless a plan reflecting the modification has previously been approved by the Department of Army.

Additionally, the permit not only authorizes the work but also its intended use. No use other than that specified in the permit can be made of permitted work or structures.

Compliance with all conditions of the permit is essential. Failure to do so will tend to invalidate the permit and may result in its revocation.

FOR THE CHIEF, REGULATORY DIVISION Sincerely,



Erica Stone
Chief, Northeast Branch

Attachments
DA Permit SAC-2024-00790
Project Design Criteria/Construction Conditions for Dredging Projects
2020 South Atlantic Regional Biological Opinion (SARBO)
Charleston District's Pre-Post-Construction Report Outline
Appendix E, 2020 SARBO Sturgeon PDCs
State 401 WQC and CZC
Notification of Appeals Options Form

tDEPARTMENT OF THE ARMY PERMIT

Permittee: **Desiree Fragoso** **1207 Palm Blvd**
City of Isle of Palms **Isle of Palms, SC 29451**
desireef@iop.net

Permit No: **SAC-2024-00790**

Issuing Office: **CHARLESTON DISTRICT**

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:
The authorized work consists of maintenance dredging of 20,000 cubic yards of material as-needed from a 6.93-acre site to a depth of -12 feet MLW in the AIWW and -10 feet MLW in the marina adjacent to Morgan Creek Channel plus 2.0 feet of allowable over dredge. The material will be dredged using a hydraulic cutterhead dredge or mechanical dredge with an environmental bucket. Dredge material will be disposed of one of the following approved Dredge Material Placement Facility (DMPF): Goat Island (970S W-C), IOP Connector (1028S W-C & 1006S W-C), Swinton Creek (1056S W-C), or Inlet Creek (1110S W-C & 1088S W-C). The permittee is authorized both forms of dredging to provide for greater flexibility when hydraulic dredging is not available. When hydraulically dredging, the material will be transported via pipeline to the DMPF. If a DMPF is not available, the dredge material would be mechanically excavated with a long-reach excavator from a barge, where it will be offloaded to a container for collection and dewatering. The dewatered sediments would be loaded onto dump trucks and trucked to a pre-approved disposal area or be place in upland portions of the Wild Dunes Harbor Course. All work is to be completed in accordance with attached drawings entitled: “IOP Marina Maintenance Dredging," sheets 1 through 6, and dated October 10, 2024.

Project Location:
The project is located in the Atlantic Intracoastal Waterway (AIWW) and Morgan Creek on property identified as Tax Map Sequence (TMS) # 5710800007 located at 50 41st Av in Isle of Palms, Charleston County, South Carolina (Latitude: 32.8053 °, Longitude: -79.7595 °).

General Permit Conditions:

1. The time limit for completing the work authorized ends on **August 19, 2035**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the

permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

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

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

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

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

Special Permit Conditions:

See Appendix A, pages 5 through 11.

Further information:

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

☒ Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403)

☒ Section 404 of the Clean Water Act (33 USC 1344)

☐ Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 USC 1413)

2. Limits of this authorization.

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

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

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

d. This permit does not authorize interference with any existing or proposed Federal project.

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

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

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

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

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

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

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

5. Reevaluation of Permit Decision. The Corps may reevaluate its decision on this permit any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to:

a. Failure to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which the Corps did not consider in reaching the original public interest decision.

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

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

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE) **(DATE)**
Mr./Ms. Desiree Fragoso
City of Isle of Palms
desireef@iop.net

PRINT NAME

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

(DISTRICT ENGINEER) **(DATE)**
Todd A. Mainwaring
or their Designee
Erica Stone
Chief, Northeast Branch

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

(TRANSFEREE) (PRINT NAME) **(DATE)**

APPENDIX A
SPECIAL CONDITIONS FOR PERMIT SAC-2024-00790

a. **The permittee agrees to provide all contractors associated with construction of the authorized activity a copy of the permit and drawings. A copy of the permit must be available at the construction site at all times.**

b. **The permittee shall submit a signed compliance certification to the Corps within 60 days following completion of the authorized work. The certification will include:**

    1. **A copy of this permit.**

    2. **A statement that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions.**

    3. **The signature of the permittee certifying the completion of the work.**

c. **Approval of this permit provides Federal authorization to conduct maintenance dredging for a period of ten years as identified on page 1 of the DA permit provided all other special conditions are complied with.**

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

e. **Use of the permitted activity must not interfere with the public's right to free navigation on all navigable waters of the U.S.**

f. **It is recognized that this structure is to be constructed on/or adjacent to an area subject to a prism and/or disposal easement held by the United States in perpetuity in conjunction with a Congressionally authorized project for the maintenance and improvement of the Atlantic Intracoastal Waterway (AIWW). This permit does not convey any property rights either in real estate or material or any exclusive use privileges; nor does it relinquish any right the United States has for the use of its easement or the maintenance and future widening or deepening of the AIWW pursuant to its easement rights.**

g. **It is understood and agreed that if the District Commander determines this structure shall in any way in the future conflict with the improvement, operation, maintenance and widening or deepening of the AIWW, the owners themselves, their heirs, successors and assigns will remove said structure within 45 days from the date that written notice is given by the District Commander, and there shall be no entitlement to compensation from the United States for damage or injury.**

h. Conveyance of this permit applies only to the structure authorized and does not authorize the construction of any permanent structure or any structure suitable for habitation or any utility leading either to permanent structures suitable for habitation or to permanent structures within the bounds of areas on which the Corps of Engineers enjoys easement rights.

i. The permittee agrees that no permanent structures, beyond those authorized by this document, will be placed on the prism easement or on any adjacent disposal easement without written approval of the District Commander.

j. That the Secretary of the Army, representing the United States of America, hereby consents to the herein authorized facilities or structures to be located on or across easement lands vested in the United States of America for the construction and operation of the AIWW. The permittee shall not engage in any act which may interfere with or abridge the easement interests of the United States, except those specifically authorized herein.

k. That the permittee must advise the District Engineer, in writing, thirty (30) days prior to commencement of the dredging activity authorized by this document.

l. That the permittee agrees to conduct the work authorized herein in a manner that will not prevent or interfere with full and free use of the adjacent or nearby navigable waters of the United States by the boating public.

m. The permittee must submit the following information to the Seventh Coast Guard District at D07-SMB-D7-LNM@USCG.MIL for publication in the Local Notice to Mariners: 1) date of submission, 2) name, phone number, and email address of the project point of contact, 3) company name, 4) type of work, 5) waterway and location where work will be completed, 6) latitude and longitude of work area (degrees, minutes, thousandths of seconds), 7) work start and stop date, 8) hours of operation, 9) equipment on scene, 10) VHF radio channel monitored, and 11) NOAA chart number for the area.

n. That the permittee is responsible for properly installing and providing appropriate warning and marking devices to alert the boating public of any dangers (such as cables, anchors, buoys and other appurtenances) associated with the proposed dredging activity. All warning and marking devices must be marked and installed in accordance with United States Coast Guard standards.

o. That the permittee agrees to contact the Boating Division of the South Carolina Department of Natural Resources to advise them of the place and time that the dredging activity will be occurring. The permittee will solicit any information that the Department may have on local boating traffic patterns and activities in the project area. Such information will be used to facilitate dredging plant and appurtenances setup and operation to ensure safe navigation through the area of work.

p. The permittee must have a copy of this permit available on the vessel used for the authorized transportation and disposal of dredged material.

q. All excavated material must be discharged and properly contained in the designated upland disposal area.

r. That the permittee agrees to provide the Corps of Engineers bathymetric surveys of the berthing area(s). The surveys will be referenced to "Mean Low Water". This survey must be submitted within sixty (60) days of the completion of the dredging.

s. That prior to commencing any dredging activities the permittee shall establish a buffer of at least 15' between any dredging equipment and marsh grass and oyster resources. This setback should be clearly marked in the field and remain in place and visible until dredging activities are completed. Special precautions should be taken to avoid and minimize disturbance within this setback from dredging equipment mobilization and operation, Including pipelines. Post construction the markers will be promptly removed using best management practices.

t. If at any time mechanical dredging is required, the permittee shall utilize an environmental bucket and follow best management practices to minimize sediment resuspension.

u. The possibility of encountering submerged cultural resources (i.e. materials and/or artifacts fifty years or older) is inherent in dredging, snagging operations and other bottom disturbing activities. If submerged cultural resources or materials are encountered during the operation, the permittee must immediately notify the Corps, of what has been encountered and its location, and to the maximum extent practicable, avoid activities that may affect the submerged cultural materials until the required coordination is completed. Such findings could include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other structural features intact or displaced. Once reported, Corps staff will initiate coordination with the appropriate federal, tribal and state agencies to determine if archaeological investigation is required. Suspected cultural materials inadvertently gathered from a water-saturated context should be kept moist by re-immersion, spraying, or some other expedient means of wetting until the appropriate Corps staff provide further directives.

v. Dredging, dredged sediment discharge/placement, and monitoring of the dredging projects using the Dredging Quality Management (DQM) system shall be implemented for this permit when the project activity is using dredging equipment. The permittee's DQM system must have been certified by the National DQM Support Center (DQM Center) within one calendar year prior to the initiation of the dredging/discharge/placement of sediments. The permittee is responsible for ensuring that the DQM system is operational throughout the dredging and discharge/placement of sediments, and that the project data is submitted to the DQM Center in accordance with the specifications provided at the DQM website. Questions regarding certification and/or additional information about DQM program should be addressed to the DQM Center at (877) 840-8024 and/or https://dqm.usace.army.mil/.

w. Prior to each dredging and disposal event, the permittee must prepare and submit a DQM New Project Request Form to both the Charleston District's Regulatory Division and the DQM Center. A pre-dredging conference with the Corps may be required to review the permittee's proposed work plan and determine whether it is sufficient to comply with the monitoring and reporting requirements of this DA permit and the DQM program.

x. Prior to the placement of any dredged or excavated material in a U.S. Army Corps of Engineers (USACE) Dredged Material Placement Facility (DMPF) associated with a federal navigation project, the Permittee shall enter into a Memorandum of Agreement (MOA) with the USACE, Charleston District. To initiate the process for obtaining this MOA, which is authorized under Section 401(c) of the Federal Water Pollution Control Act (Clean Water Act), the Permittee must submit a formal written request to the Navigation Project Manager, Civil Works Project Management Division, U.S. Army Corps of Engineers, 69A Hagood Avenue, Charleston, South Carolina 29403-5107. This request must be submitted at least ninety (90) days prior to the planned placement activity and shall include, at a minimum:

(1) A detailed description of the purpose and need for the proposed non-federal dredging activity and subsequent DMPF use.
(2) The estimated total volume of material to be dredged and placed in the DMPF.
(3) A comprehensive characterization of the dredged material, conducted in accordance with all applicable USACE sediment testing guidance and requirements.
(4) A detailed description of the proposed methods for accomplishing the dredged material placement within the DMPF, including equipment and operational plans.
(5) A proposed schedule for the dredging and placement activities.
(6) Written documentation of no objection from the non-federal sponsor of the associated federal navigation project.
(7) A brief history of the Department of the Army (DA) Section 10/404 permit authorizations pertinent to the proposed dredging activity, including all relevant permit approval/verification dates and Regulatory Program project identification numbers. This DA authorization must be current and valid.
(8) Documentation demonstrating a legal right of access for the purposes of dredged or excavated material placement from all parties that hold a real property interest in the lands upon which the DMPF is situated, if applicable beyond the rights secured by the Government for the federal project. The Charleston District will use this information to evaluate the request for DMPF use and to prepare the MOA. The Permittee is advised that failure to provide complete information may result in processing delays.

y. The Permittee is hereby notified that the authorized placement of dredged or excavated material in a DMPF may necessitate the acquisition of a specific real estate instrument. If the Charleston District determines that such an instrument is required, the Permittee may be required to obtain a Consent to Easement, outgrant, or other License Instrument prior to commencing placement activities. Any such required real estate instrument will be prepared by the Real Estate Division, Savannah District. If a Consent to Easement of an outgrant is executed in conjunction with the MOA referenced in Special Condition (r), it shall be consistent with the terms of said MOA. In accordance with 10 U.S.C. § 2695, no administrative fees shall be charged for a Consent to Easement. Should an outgrant be required, the USACE may assess administrative expenses attributable to executing and administering the real estate transaction.

z. The Permittee's activities, including the placement of dredged or excavated material and any associated operations within the DMPF, shall be conducted in such a manner as to not interfere with any ongoing or planned Government work, including but not limited to, dredging, diking, dewatering, site maintenance, or other operational activities within the

DMPF. The Government reserves the right to temporarily deny or restrict the Permittee's use of the DMPF, or any portion thereof, to specify the location of any discharge line or placement activity, or to implement any other measures it deems necessary to protect the Government's interest, ensure the operational integrity and availability of the DMPF, and prioritize Federal navigation project needs and other authorized purposes. The Permittee shall immediately comply with any such directive from the USACE.

aa. The permittee understands and agrees that activities authorized by this Department of the Army (DA) permit must comply with the Endangered Species Act (ESA). Specifically, all in-water work must be conducted in accordance with the terms and conditions of [both] the 2020 South Atlantic Regional Biological Opinion (SARBO) in order to protect and prevent potential adverse impacts to ESA-listed species and/or designated critical habitat that are known to occur in the project area.

bb. The permittee understands that SARBO is a programmatic Biological Opinion and additional coordination with the U.S. Army Corps of Engineers, Charleston District (Corps or Charleston District) is required prior to each dredging event so that the Corps may conduct a risk based assessment of project specific information that was not available at the time of DA permit issuance. As described in the attachments to this DA permit and SARBO, the permittee must prepare and submit a detailed, pre-construction report prior to beginning any in-water work.

cc. The permittee understands and agrees that the attached checklist was developed by the Charleston District in order to help summarize and clarify the requirements of SARBO. The Corps should be notified immediately if the permittee identifies any discrepancies between the attached checklist and SARBO, so the Corps can coordinate with NMFS to clarify these discrepancies and address any outstanding issues. In all cases, the permittee must comply with the terms and conditions of SARBO in order to satisfy the requirements of the ESA.

dd. The permittee understands and agrees that the Corps is also required to conduct an annual risk-based assessment of the cumulative effect of all planned work covered by SARBO. This assessment is intended to document the effect of Federal projects and DA permits issued by the Charleston, Jacksonville, Savannah, and Wilmington Districts that are covered by SARBO. Any trends or lessons learned about the effect of other projects on ESA-listed species will be considered when the Corps reviews and approves the permittee's pre-construction report.

ee. The permittee understands and agrees that SARBO includes an incidental take statement and a running three year take limit for all projects and planned work covered by SARBO. The permittee further understands and agrees that take of ESA-listed species by Federal Projects and/or other DA permitted projects covered by SARBO may require modifications to this DA permit as a result of changes to SARBO, the Charleston District's Project Design Criteria/Construction Conditions (per Special Condition gg. below), and/or the avoidance and minimization measures, for this DA permit to comply with SARBO. Finally, the permittee understands and agrees that where a SARBO take limit for an ESA-listed species is met or exceeded during a running three year period, Federal projects and issued DA permits that are covered by SARBO, including the permittee pursuant to this DA permit, may be required

to incorporate measures to help reduce the potential for additional take, such as relocation trawling or conducting in-water work at a different time of year (when take is less likely).

ff. Prior to each dredging and disposal event, the permittee (and their dredging contractor) shall schedule and participate in a pre-dredging conference with the Corps. The purpose of the meeting is to review the permittee's pre-construction report and to verify that the proposed work plan is sufficient to comply with the requirements of this DA permit and the Project Design Criteria/Construction Conditions of the 2020 SARBO identified in Special Condition gg. below.

gg. That the permittee agrees to comply with the attached Project Design Criteria/Construction Conditions for Dredging Projects identified with a ☒ box.

hh. In order to ensure protection of any threatened or endangered species, and designated critical habitat that may be present in the vicinity of the project area during construction activities, the permittee will comply with the following:

1. **The permittee shall instruct all personnel associated with the project of the potential presence of and the need to avoid collisions with protected species, which may include but is not limited to West Indian manatees, Atlantic sturgeon, shortnose sturgeon, sea turtles, wood stork, blue whale, fin whale, North Atlantic right whale, sei whale and sperm whale.**

2. **The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing protected species, to include manatee(s), which are protected under the Marine Mammal Protection Act of 1972 and/or the Endangered Species Act of 1973.**

3. **Any siltation barriers used during the project shall be made of material in which protected species, to include manatee(s), cannot become entangled and must be properly secured, and regularly monitored to avoid protected species entrapment.**

4. **All vessels associated with the project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.**

5. **If protected species, to include manatee(s), are seen within 100 yards of the active construction area all appropriate precautions shall be implemented to ensure protection of the protected species, to include manatee(s). These precautions shall include the operation of all moving equipment no closer than 50 feet to a protected species, to include manatee(s). Operation of any equipment closer than 50 feet to a protected species, to include manatee(s), shall necessitate immediate shutdown of that equipment. Activities will not resume until the protected species, to include manatee(s), has departed the project area of its own volition.**

6. **Incidents where any individuals of sea turtles, Atlantic sturgeon, shortnose sturgeon, blue whale, fin whale, North Atlantic right whale, sei whale and sperm whale listed by NOAA Fisheries under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States authorized by this DA permit shall be reported to NOAA Fisheries, Office of Protected Species at (727) 824-5312, the SCDNR Hotline at 1-800-922-5431, and the Regulatory Office of the Charleston District of the U.S. Army Corps of Engineers at (843) 329-8044. The finder should leave the animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure, or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries, Office of Protected Resources, to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.**

7. **The permittee understands and agrees that all in-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water. Where appropriate, in water wires should be fitted with PVC sleeve from the surface to the bottom to prevent any potential scraping of the passing manatees.**

ii. In order to ensure protection and reduce potential construction-related impacts to West Indian manatees that may be in the vicinity of the project area during construction activities, to discountable and insignificant levels, the permittee will comply with the following for all projects affecting the coastal waters of South Carolina:

1. **The permittee shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel MUST monitor water-related activities for the presence of manatee(s).**

2. **Any collision with and/or injury to a manatee shall be reported immediately to the U.S. Fish and Wildlife Service contacts: Melanie Olds, South Carolina Manatee Lead, Charleston Field Office, at 843-727-4707 ext. 205; or Terri Calleson, Manatee Recovery Coordinator, North Florida Field Office, at 904-731-3286.**

FOR PERMITTING PURPOSES ONLY
"NOT FOR CONSTRUCTION"



PERMITTED PLANS

N

NOAA STATION 8665387, HAMLIN CREEK, ISLE OF PALMS, SC		
DATUM	ABBREVIATION	ELEV. (FT. MLW)
MEAN HIGHER-HIGH WATER	MHHW	5.4
MEAN HIGH WATER	MHW	5.0
NORTH AMERICAN VERTICAL DATUM OF 1988	NAVD88	2.9
MEAN LOW WATER	MLW	0
MEAN LOWER-LOW WATER	MLLW	-0.2

PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

SAC-2024-00790

LOCATION MAP: DREDGE SITE

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

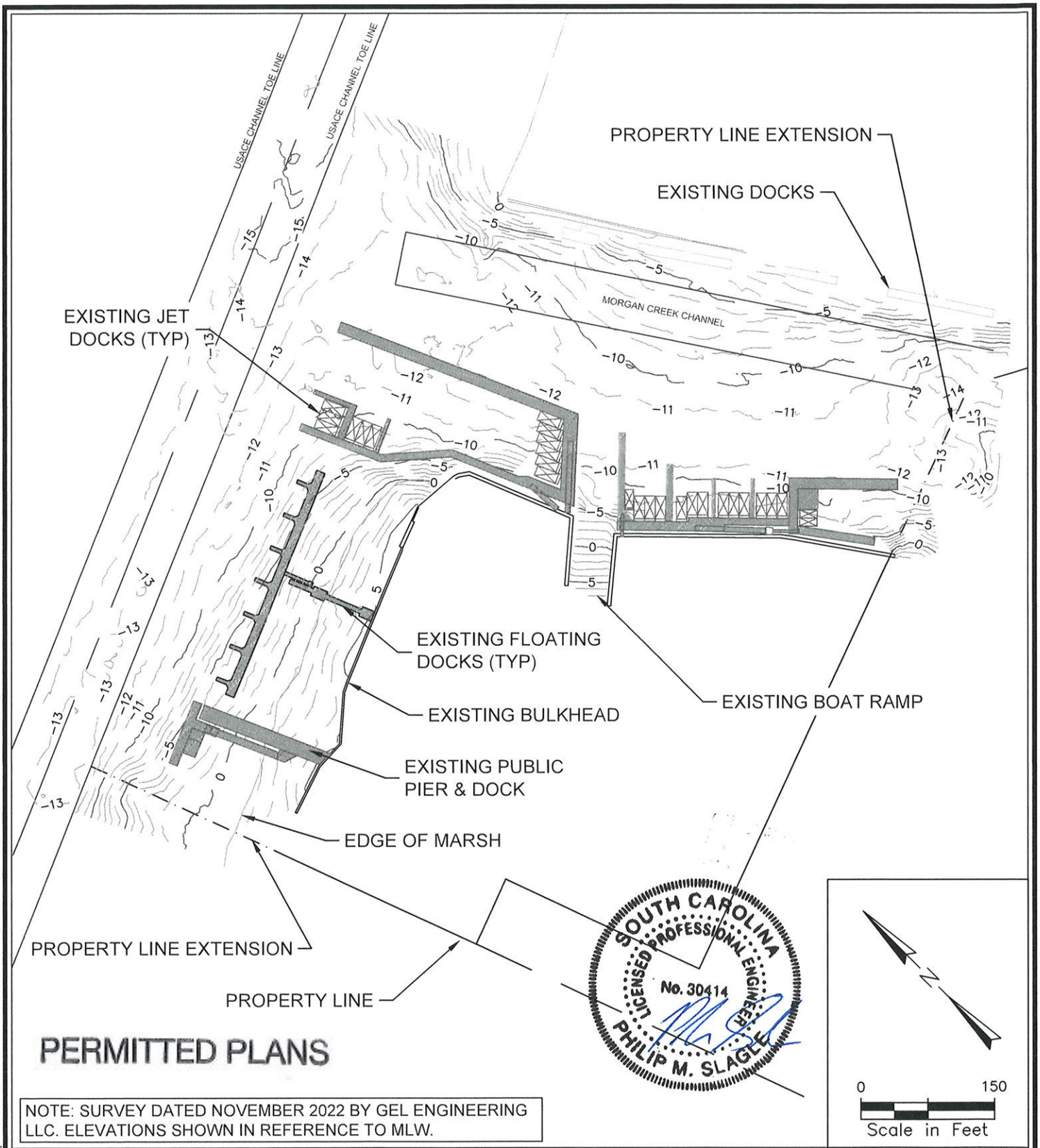
Parcel ID: 5710800007

ATM
A Geosyntec Company

10-OCTOBER-2024
SHEET 01

O:\Projects\23-4011 Isle of Palms Marina Dredging\Drawings\CAD\Permitting\Permit Drawing.dwg 01 10/10/24
NOTE: THESE DRAWINGS AND DESIGNS ARE STRICTLY CONFIDENTIAL AND PROTECTED BY INTERNATIONAL COPYRIGHT LAW. DETAILS MUST NOT BE DISCLOSED, REPRODUCED OR COMMUNICATED TO A 3rd PARTY IN ANY FORM OR MANNER WITHOUT THE PRIOR WRITTEN APPROVAL OF APPLIED TECHNOLOGY & MANAGEMENT.

FOR PERMITTING PURPOSES ONLY
"NOT FOR CONSTRUCTION"



NOTE: SURVEY DATED NOVEMBER 2022 BY GEL ENGINEERING LLC. ELEVATIONS SHOWN IN REFERENCE TO MLW.

PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

SAC-2024-00790

EXISTING CONDITIONS

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

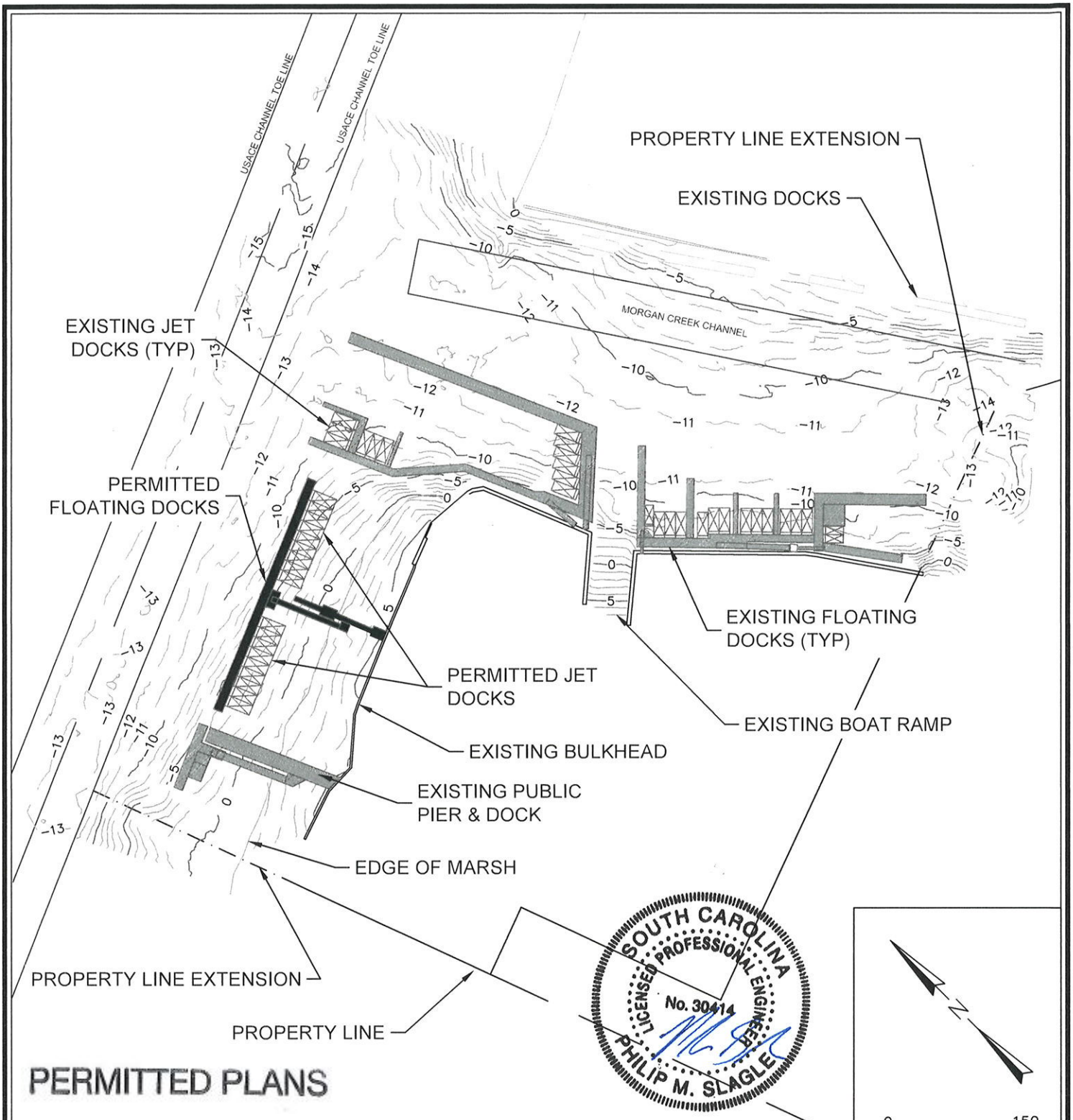
Parcel ID: 5710800007

ATM
A Geosyntec Company

10-OCTOBER-2024
SHEET 02

O:\Projects\23-4011 Isle of Palms Marina Dredging\Drawings\CAD\Permitting\Permit Drawing.dwg 02 10/10/24
NOTE: THESE DRAWINGS AND DESIGNS ARE STRICTLY CONFIDENTIAL AND PROTECTED BY INTERNATIONAL COPYRIGHT LAW. DETAILS MUST NOT BE DISCLOSED, REPRODUCED OR COMMUNICATED TO A 3rd PARTY IN ANY FORM OR MANNER WITHOUT THE PRIOR WRITTEN APPROVAL OF APPLIED TECHNOLOGY & MANAGEMENT.

FOR PERMITTING PURPOSES ONLY
"NOT FOR CONSTRUCTION"



SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER
No. 30414
PHILIP M. SLAGLE

PERMITTED PLANS

NOTE: SURVEY DATED NOVEMBER 2022 BY GEL ENGINEERING LLC. ELEVATIONS SHOWN IN REFERENCE TO MLW.

N

0 150
Scale in Feet

PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

SAC-2024-00790

PERMITTED MARINA LAYOUT
PERMIT NO. SAC-2019-01124

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

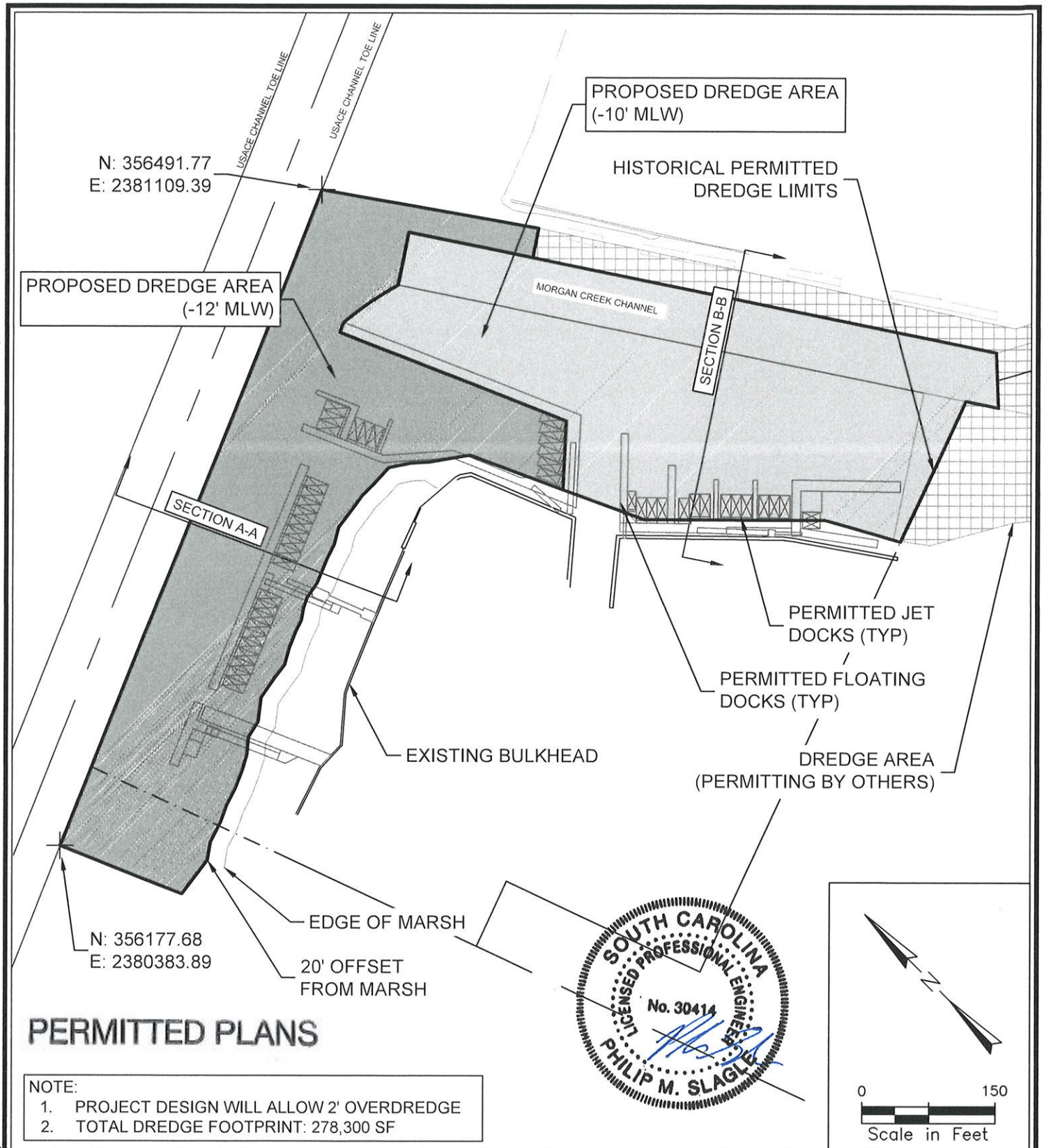
Parcel ID: 5710800007

ATM
A Geosyntec Company

10-OCTOBER-2024
SHEET 03

O:\Projects\23-4011 Isle of Palms Marina Dredging\Drawings\CAD\Permitting\Permit Drawing.dwg 03 10/10/24
NOTE: THESE DRAWINGS AND DESIGNS ARE STRICTLY CONFIDENTIAL AND PROTECTED BY INTERNATIONAL COPYRIGHT LAW. DETAILS MUST NOT BE DISCLOSED, REPRODUCED OR COMMUNICATED TO A 3rd PARTY IN ANY FORM OR MANNER WITHOUT THE PRIOR WRITTEN APPROVAL OF APPLIED TECHNOLOGY & MANAGEMENT.

FOR PERMITTING PURPOSES ONLY
"NOT FOR CONSTRUCTION"



PERMITTED PLANS

NOTE:
1. PROJECT DESIGN WILL ALLOW 2' OVERDREDGE
2. TOTAL DREDGE FOOTPRINT: 278,300 SF

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER
No. 30414
PHILIP M. SLAGLE

PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

SAC-2024-00790

PROPOSED DREDGE SITE PLAN

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

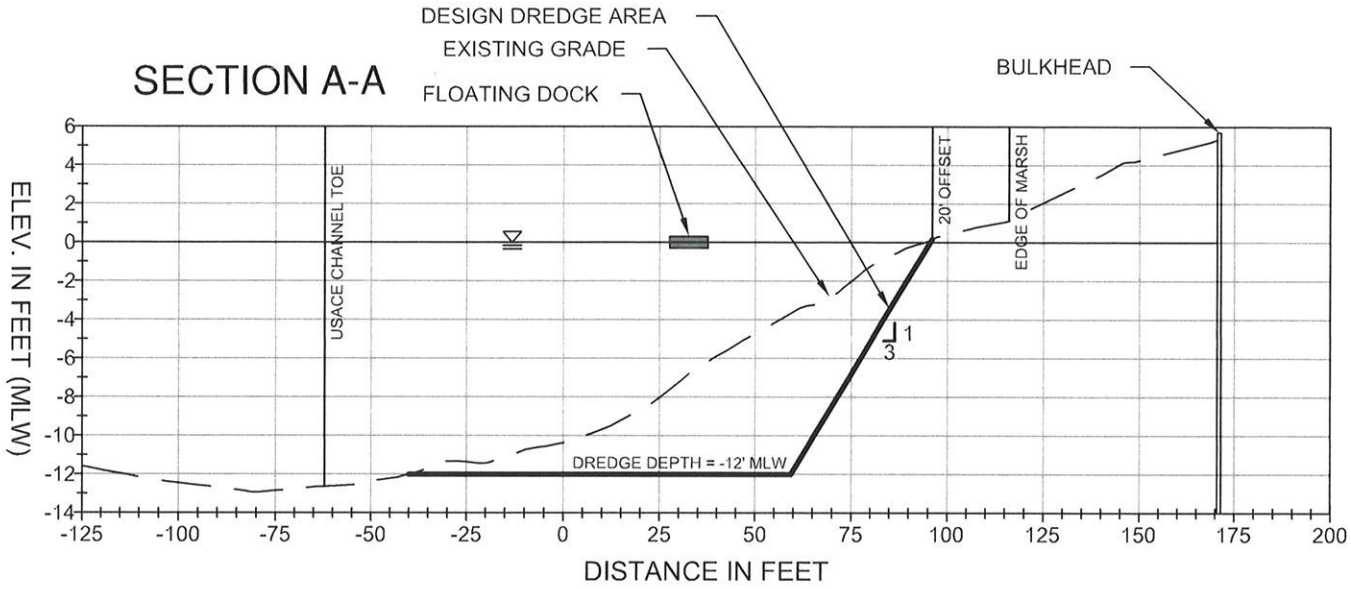
Parcel ID: 5710800007

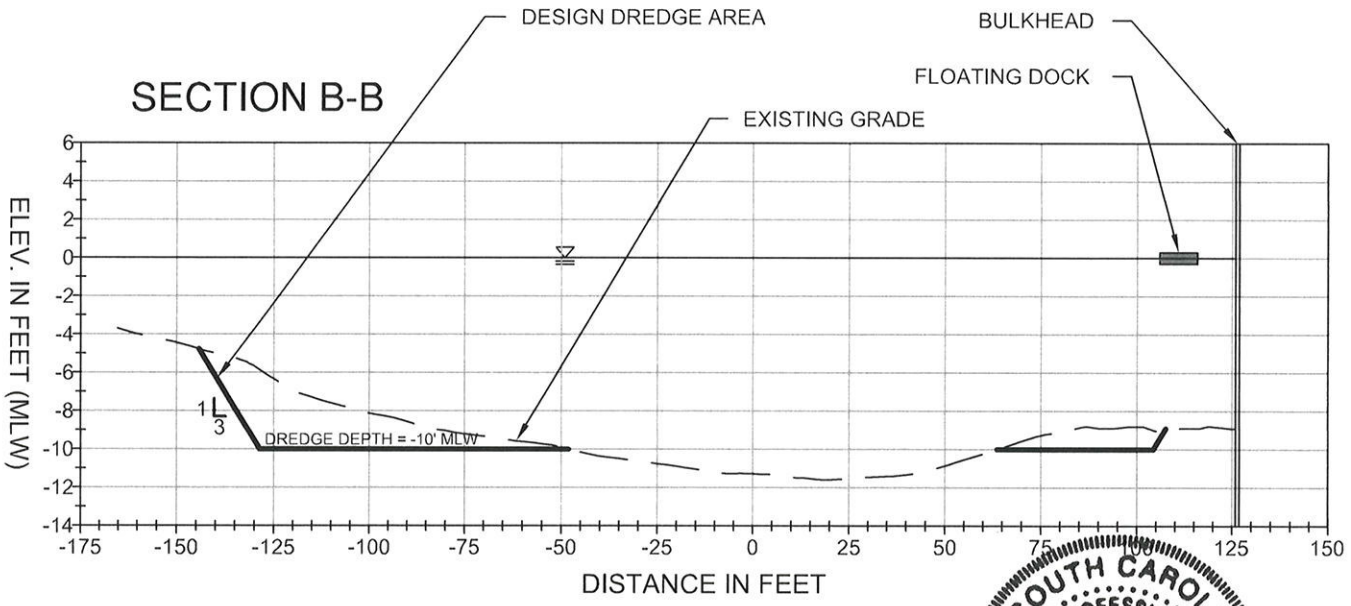
ATM
A Geosyntec Company

10-OCTOBER-2024
SHEET 04

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FOR PERMITTING PURPOSES ONLY
"NOT FOR CONSTRUCTION"





SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER
No. 30414
PHILIP M. SLAGLE

PERMITTED PLANS

0 50
Scale in Feet

NOTE:
1. SURVEY DATED NOVEMBER 2022 BY GEL ENGINEERING LLC. ELEVATIONS SHOWN IN REFERENCE TO MLW.
2. VERTICAL EXAGGERATION = 1V:5H

QUANTITY TABLE	
DREDGE AREA (SF)	278,300
DREDGE VOL. (CY)	19,800

PROJECT:	IOP Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

PROPOSED DREDGE SECTIONS

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

Parcel ID: 5710800007

ATM
A Geosyntec Company

10-OCTOBER-2024
SHEET 05

SAC-2024-00790

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SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER
No. 30414
PHILIP M. SLAGLE

PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

SAC-2024-00790

POTENTIAL CONFINED DISPOSAL FACILITIES (CDF)

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

Parcel ID: 5710800007

ATM
A Geosyntec Company

10-OCTOBER-2024
SHEET 06

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Project Design Criteria/Construction Conditions for Dredging Projects
2020 South Atlantic Regional Biological Opinion (SARBO)
SAC-2024-00790, Isle of Palms Marina Maintenance Dredging

Charleston District's Regulatory Division (SAC-RD) has reviewed the 2020 SARBO and has determined that the above referenced project meets the terms and conditions, with the inclusion of all applicable Project Design Criteria (PDC). The permittee understands and agrees that their commitment to comply with the following checked (☒) PDCs was a deciding factor in the favorable and timely decision on this permit application. If the permittee is unable to comply with all of the applicable PDCs, the permittee must notify this office immediately and may not conduct any in-water work until a project specific Endangered Species Act (ESA) consultation has been completed by SAC-RD:

A. Standard/General PDCs.

☒ The following standard conditions apply to all projects covered under the SARBO:

- EDUCATE.1: The permittee must ensure that all personnel associated with the authorized project are instructed about: 1) the potential presence of species protected under the Endangered Species Act (ESA) and Marine Mammal Protection Act (MMPA) and 2) the necessary protocols if they are encountered, such as the Protected Species Observer (PSO) PDCs attached to this permit (see pages 599 through 628).

- EDUCATE.2: All on-site project personnel are responsible for observing water-related activities for the presence of ESA-listed species.

- EDUCATE.3: All on-site project personnel must be informed of all ESA-listed species that may be present in the area and advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals.

- EDUCATE.4: All on-site project personnel must be briefed that the disposal of waste materials into the marine environment is prohibited. All crew must attempt to remove and properly dispose of all marine debris discovered during dredging operations, to the maximum extent possible.

B. Agency Coordination/Reporting Requirements.

☒ The following information must be submitted to SAC-RD (SAC_SARBO@usace.army.mil):

- The permittee must prepare and submit a detailed pre-construction report to SAC-RD at least 30 days prior to beginning work. The attached Pre/Post Construction Report Outline is intended to provide a general framework for preparing and submitting these reports for review and approval. To prevent delays, permittees are encouraged to coordinate with SAC-RD to verify that pre-construction reports are complete and/or to schedule a pre-construction meeting to review the proposed work plan, to address any outstanding issues, and to provide the information necessary for the Corps to prepare a risk-based assessment.
- All lethal and nonlethal take must be reported within 24 hours. The attached ESA Take Reporting Spreadsheet is intended to help identify information the type of information

that must be provided to SAC-RD and NMFS in order to document any project related takes (see Section 2.9.3.5.2 of the SARBO).

- All observations of North Atlantic right whales must be reported to SAC-RD and NMFS within 24 hours. Information about right whale sightings and aerial surveys can be found at: https://www.fisheries.noaa.gov/southeast/endangered-species-conservation/aerial-survey-results-north-atlantic-right-whales.

- The permittee must prepare and submit a detailed post-construction report to SAC-RD within 30 days of completing any in-water work. This report must update and supplement the information that was included in the pre-construction report described above (actual start and stop dates, actual volume of dredged material, information about any takes, etc.).

C. <u>All In-water dredging activities and material placement:</u>

☒ INWATER.1 - Species Movement: All work, including equipment, staging areas, and placement of materials, must be done in a manner that does not block access of ESA-listed species from moving around or past construction.

(i) Sand placed on the beach or in the nearshore littoral areas must be placed in a manner that does not create mounds or berms that could prevent nesting sea turtles or hatchlings from entering or exiting the beach from nearshore waters.

(ii) All placement, including ODMDS placement, must not create an obstruction of species movement in the area (e.g., does not create a mound that would deter or prevent species from moving through the area).

☒ INWATER.2 - Equipment placement: All equipment must be staged, placed, and moved in areas and ways that minimize effects to species and resources in the area, to the maximum extent possible. Specifically:

(i) All vessels must preferentially follow deep-water routes (e.g., marked channels) to avoid potential groundings or damaging bottom resources whenever possible and practicable.

(ii) If barges, scows, and other similar support equipment are used, they must be positioned away from areas with sensitive bottom resources such as non-ESA-listed seagrasses, corals, and hardbottom, to the maximum extent possible.

(iii) If pipelines are used, they must be placed in areas away from bottom resources and of sufficient size or weight to prevent movement, anchored to prevent movement, or floated over sensitive areas.

☒ INWATER.3 - Turbidity control: All work that may generate turbidity must be completed in a way that minimizes the risk of turbidity and sedimentation reaching non-mobile ESA-listed species (i.e., ESA listed corals and Johnson's seagrasses) as well as other non-ESA-listed non-mobile species (e.g., non-ESA-listed corals, sponges, and other natural resources) to the maximum extent practicable. This may include selecting equipment types that minimize turbidity and positioning equipment away or downstream of non-mobile species.

☐ INWATER.4 - Turbidity curtains: Turbidity curtains must be used to maintain water quality standards where appropriate and practicable with consideration given to ambient turbidity and if the curtains are practical based on current, wave action, or other factors.

(i) If turbidity curtains are used, barriers must be positioned in a way that does not block species' entry to or exit from designated critical habitat and does not entrap species within the construction area or block access for them to navigate around the construction area.

(ii) Project personnel must take measures to monitor for entrapped species in areas contained by turbidity curtains and allow access for them to escape if spotted.

(iii) Beach nourishment projects must be designed to minimize turbidity in nearshore waters by using methods that promote settlement before water returns to the water body (i.e., shore parallel dikes). Turbidity and marine sedimentation must be further controlled using land-based erosion and sediment control measures to the maximum extent practicable. Land-based erosion and sediment control measures must (1) be inspected regularly to remove excess material that could be an entanglement risk, (2) be removed promptly upon project completion, (3) and must not block entry to or exit from designated critical habitat for ESA-listed species.

☒ INWATER.5 - Entanglement: If lines or cables are used (e.g., to mark floating buoys, lines connecting pickup buoy lines, or for turbidity curtains):

(i) In-water lines (rope, chain, and cable) must be stiff, taut, non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and to prevent the line from looping or tangling. In all instances, no excess line is allowed in the water.

(ii) All lines or cables must be immediately removed upon project completion.

(iii) All in-water line and materials must be monitored regularly to ensure nothing has become entangled.

(iv) Cables or lines with loops used to move pipelines or buoys must not be left in the water unattended.

☒ INWATER.7: Dredging or material placement in areas not previously used for dredging or placement, which are now authorized for borrow sites, side-cast dredging, beach nourishment, nearshore placement associated with beach nourishment, must comply with the following conditions:

(i) The permittee must conduct an underwater survey of all proposed borrow areas in order to identify any non-coral hardbottom areas or bottom structures that may serve as attractants to sea turtles for foraging and shelter. All sand removal projects must provide a 400-foot buffer between any significant non-coral hardbottom areas and all equipment.

(a) For this PDC, significant non-coral hardbottom areas are defined as an area with a horizontal distance of 150 feet that has an average elevation above the sand of 1.5 feet or greater and has algae growing on it.

(b) Walls of federally-maintained navigation channels (i.e., jetties and other such man-made structures) are not considered hardbottom for this PDC.

☒ INWATER.8: Lighting near sea turtle nesting beaches:

(i) For dredges and any support vessels operating at night in front of nesting beaches, lighting must be limited to the minimal lighting necessary to comply with U.S. Coast Guard and Occupational Safety and Health Administration requirements (most up-to-date version of Engineering Manual 385-1-1).

(ii) Lighting associated with beach nourishment construction activities must be minimized through reduction, shielding, lowering, and/or use of turtle friendly lights, to the extent practicable without compromising safety, to reduce potential disorientation effects on female sea turtles approaching the nesting beaches and sea turtle hatchlings making their way seaward from their natal beaches.

(iii) New information/technology should be used as soon as published guidance about appropriate types of lights, appropriate shielding, and positioning of lights that is protective of sea turtles is available (e.g., those outlined by the Florida Fish and Wildlife Conservation Commission's website http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/).

D. Geophysical and Geotechnical (G&G) Surveys/ Activities:

☒ G&G.1: For geotechnical surveys, the vibrahead must not be operated until the vibracore platform makes contact with the seabed and core barrel makes contact with the seafloor. The vibrahead must not be operated when the vibracore platform is being retrieved.

☒ G&G.2: Geophysical surveys must not occur at night or during periods of low visibility.

☒ G&G.3: The minimum number of geophysical sources possible must be used to obtain the necessary geophysical data and the acoustic source must be deactivated when not acquiring data or preparing to acquire data, except as necessary for testing.

☒ G&G.4: Only electromechanical sources shall be used during geophysical surveys. Electromechanical sources shall be limited to boomers, chirp sub-bottom profilers, side-scan sonars, and single beam, interferometric, or multibeam depth sounders.

(i) Survey equipment must be operated at the lowest power setting, narrowest beamwidth, and highest frequency possible to fulfill data needs and to effectively reduce exposure and received sound levels.

(ii) Boomers and chirp sub-bottom profilers must be operated below 205 dB re 1 µPa (rms).

(iii) Single beam depth sounders will be operated no lower than 24 kHz.

(iv) Side-scan sonars, single beam, interferometric, and multibeam depth sounders must be operated above 160 kHz.

(v) No airguns or other deep-penetrating geophysical instruments are allowed.

☐ G&G.5: Sturgeon Rivers: Geophysical surveys must not occur upstream of the upper river limits of sturgeon rivers as defined in Table 1 of this attachment.

☒ G&G.6: ESA-listed whales: Between November 1st and April 30th, no geophysical surveys may be conducted that operate between 10 Hz - 22 kHz where North Atlantic right whales may be present.

☒ G&G.7: Geophysical surveys must cease operations if an ESA-listed whale is observed within 500 yards (460 m) of the active geophysical survey equipment. Subsequent restart of the equipment may only occur once all ESA-listed whales are more than 500 yards away from – or have not been observed or detected within 500 yards of – the equipment for a minimum of 30 minutes. If an ESA-listed whale is observed, the permittee must prepare and submit a written report to both the Corps and NMFS within 24 hours that includes the following information:

(i) All species observed, highlighting ESA-listed species
(ii) Activity of vessel when sighting occurred (e.g., survey vessel movement details such as speed and direction and survey equipment in use at the time)
(iii) State if work ceased when a species was observed.
(iv) Species and certainty of identification (i.e., positive identification, most likely, best guess)
(v) Photograph of the animal for identification, if possible
(vi) Total number of animals
(vii) Number of calves and juveniles (if applicable/distinguishable)

(viii) Description (as many distinguishing features as possible) of each individual seen, including length, shape, color and pattern, scars or marks, shape and size of dorsal fin, shape of head, and blow characteristics
(ix) Direction of animal's travel relative to the vessel (drawing preferable); and
(x) Behavior (as explicit and detailed as possible; note any observed changes in behavior).

E. Equipment Specific PDCs

1. Hopper Dredge Requirements:

Hopper dredging requires close coordination between the permittee, the dredging contractor, SAC-RD (SAC_SARBO@usace.army.mil), and NMFS (SERODredge@noaa.gov).

☐ HOPPER.1: During all hopper dredging operations, NMFS-approved Protected Species Observers (PSOs) must monitor for the presence of ESA-listed species (see pages 599 through 628 attached to this permit). The dredging contractor must maintain a safe working environment for the PSO to access and effectively monitor inflow screening, overflow screening, and dragheads for incidental take of ESA-listed species and associated bycatch after every load. All new hopper dredge vessels or modifications made to existing vessels must be designed to allow safe access to and/or visibility of all collected material in both the inflow box and overflow screening areas so that the PSO is able to inspect the contents after every load for evidence of ESA-listed species. The permittee or their dredging contractor must immediately notify SAC-RD and NMFS if conditions limit the ability to safely monitor dredging operations.

☐ Draghead Observation: Upon completion of each load cycle, dragheads must be monitored as the draghead is lifted from the sea floor and placed on the saddle in order to assure that ESA-listed species that may be impinged within the draghead are observed and accounted for. The PSO, or designated dredge crew member under the guidance and supervision of the PSO when safety is of concern, must physically inspect dragheads for evidence of ESA-listed species take after every load.

☐ Inflow Screening Observation:

(i) Inflow screening must be designed to capture and retain material for the PSO to monitor for the presence of ESA-listed species. The screened area must be accessible to the PSO to ensure 100% observer coverage. The PSO must inspect the contents of all inflow screening boxes after every load, including opening the box (where applicable and safely accessible) and looking inside at all contents for evidence of ESA-listed species entrainment. If the contents are not clearly visible and identifiable from a location outside of the box, then in limited instances, the PSO may be required to enter the inflow box to identify contents for evidence of ESA-listed species take.

(ii) All hopper dredges are required to have 100% inflow screening unless they must be removed for safety due to clogging as outlined below.

- Inflow screening size must start at 4-inch by 4-inch, but may be gradually adjusted to a larger screen size if clogging reduces the ability for the PSO to monitor the inflow for the presence of ESA-listed species or if clogging reduces dredging production and thereby expands the time dredging is required. Scenarios that may result in the clogging of inflow and overflow screens are dredge and project specific.

- All modifications require coordination between the permittee, the dredging contractor, PSOs, SAC-RD, and NMFS. For example, the permittee must notify SAC-RD and NMFS when screen sizes are increased or inflow screens are removed. The written notification must include an explanation of what attempts were made to reduce the clogging problem, how long the problem may persist, and how the dredging contractor will ensure that effective overflow screening is achieved.

- If inflow screens are increased to be larger than 4-inch by 4-inch or are removed due to clogging, the permittee must continue to re-evaluate the risk of clogging on a load by load basis and the inflow screens must be reinstalled when clogging is no longer occurring. The permittee must document the specific loads and the total number of loads that inflow screens were removed as part of the reporting requirements.

(iii) Hopper dredge operators must not open the hydraulic doors on the inflow boxes prior to inspection by the PSO for evidence of ESA-listed take.

(iv) If the inflow box cannot be observed due to clogging, the box contents cannot be dumped or flushed unless overflow screening that captures contents for observation by the PSO is operational and monitored for evidence of take. Once overflow screening is operational, PSOs shall also visually monitor box contents as they are dumped or flushed into the hopper.

☐ Overflow Screening Observations:

- All hopper dredges are recommended to have operational overflow screening and monitor for take after each load. Overflow screening is required to be installed and monitored after each load if the inflow screening is removed or bypassed due to clogging.

- Overflow screening must be designed to capture and retain material larger than the screen size for the PSO to monitor for the presence of ESA-listed species. The screened area must be accessible to the PSO to inspect for evidence of ESA-listed species take.

- Screen size must start at 4-inch by 4-inch, but may be adjusted to a larger screen size if clogging reduces the ability for the PSO to monitor the screen for the presence of ESA-listed species or if clogging reduces dredging production and thereby expands the time dredging is required. All modifications must be coordinated with the permittee, their dredging contractor, PSO, SAC-RD, and NMFS. If screen sizes are increased due to clogging, the risk of clogging must be re-evaluated weekly and the overflow screens must be reinstalled using the smallest screen size that can be effectively used (preferably 4 inch by 4 inch) when clogging is no longer occurring.

☐ HOPPER.2: To prevent impingement or entrainment of ESA-listed species within the water column, dredging pumps must be disengaged by the operator when the dragheads are not actively dredging and therefore working to keep the draghead firmly on the bottom. Pumps must be disengaged when lowering dragheads to the bottom to start dredging, turning, or lifting dragheads off the bottom at the completion of dredging. Hopper dredges may utilize a bypass or other system that allows the pumps to remain engaged, but results in no suction passing through the draghead. This dredge modification (when employed) is commonly referred to as a turtle bypass valve. This precaution is especially important during the cleanup phase of navigation dredging operations to remove remaining high spots or when a shallow veneer of compatible sediment remains within a borrow area; thus limiting overdepth dredging and plowing efficacy of the turtle deflector. In these example circumstances, the draghead may frequently come off the bottom and can suck in turtles/sturgeon resting or foraging in shallow depressions.

☐ HOPPER.3: Pumping water through the dragheads is not allowed while maneuvering or during travel to/from the disposal or pumpout area. The dredge operator must ensure the draghead is embedded in sediment when pumps are operational, to the maximum extent practicable.

☐ HOPPER.4: All waterport or other openings on the hopper dredge must be screened to prevent ESA-listed species from entering the dredge.

☐ HOPPER.5: A state-of-the-art solid-faced deflector that is attached to the draghead must be used on all hopper dredges at all times.

2. Munitions and Explosives (MEC) / Unexploded Ordinance (USO) Screening on a Draghead Requirements:

☐ MEC.2: The PSO must inspect the draghead MEC screens after every load to verify that no ESA-listed species are impinged on the screening.
☐ MEC.3: If MEC screening is used on a beach nourishment outflow, screening must be monitored and SAC-RD must be notified of any potential ESA-listed species takes identified in the beach outflow screening box.

3. **Cutterhead Dredge Requirements:**

☒ CUTTER.1: The cutterhead must not be engaged/turned on when not embedded in the sediment, to the maximum extent possible.

**** If utilizing a Cutterhead dredge in sturgeon rivers see time of year restrictions in Section F, Table 1. Sturgeon River Restrictions.****

4. **Bed Leveling Requirements:**

☐ LEVEL.1: Bed-levelers used as part of the proposed action must be of a design that produces a sand wave in front of the leading face of the bed-leveling device such that it disturbs sea turtles off the sea/channel floor bottom. All support structures must be welded to prevent impingement or "pinch points" for passing ESA-listed species. The design analyzed in the Brunswick Harbor study is approved to meet these requirements (Dodd 2003). Any other design must be documented and photographed and submitted to SAC-RD and NMFS as part of the pre-construction report.

☐ LEVEL.2: The bed-leveler must be slowly lowered to the sea/channel bottom and the depth of the bed-leveler must be adjusted constantly to meet required depth and to compensate for tidal fluctuations.

☐ LEVEL.3: The bed-leveler must be towed/pushed along the bottom no faster than needed to move the material at the sea/channel bottom (approximately 1-2 knots).

5. **Relocation Trawling PDCs:**
Relocation trawling requires close coordination between the permittee, the dredging contractor, SAC-RD (SAC_SARBO@usace.army.mil), and NMFS (SERODredge@noaa.gov).

☐ RELOCATE.1: The permittee is authorized and must utilize relocation trawling and/or non-capture trawling in association with dredging activities in reasonable circumstances as an avoidance and minimization measure to reduce the risk of potential lethal take of ESA-listed species.

☐ RELOCATE.2: If relocation trawling is determined to be appropriate to minimize the risk of lethal take on a project using the risk assessment process outlined in Section 2.9.2.2 of the SARBO, trawlers must mobilize as quickly as possible (normally 48 to 72 hours).

☐ RELOCATE.3: Trawling specifications listed below and in the PSO PDCs attached to this permit (see pages 599 through 628) must be followed.

(i) Trawl tow-time duration must not exceed 42 minutes (doors in - doors out).

(ii) Trawl speeds must not exceed 3.5 knots for normal operations; however, speeds may be increased to the minimum speed needed to maintain control of the vessel.

(iii) Lazy lines must be designed according to the specifications in the Relocation Trawling Net Guidelines attached to this permit (see pages 629 through 632) to avoid and minimize the risk of entanglement.

F. Endangered Species Requirements

1. **Sturgeon PDCs** - The following conditions are applicable for ALL Dredging Activities in Sturgeon Rivers.

☐ STURGEON.1: No in-water placement is allowed in sturgeon rivers, including side-cast dredging and nearshore placement.

☐ STURGEON.2: Dredging operations, including related equipment, and projects conducted by other entities in the vicinity must not block more than 50% of the sturgeon river width to allow safe passage of sturgeon.

☐ STURGEON.3: Dredging in sturgeon rivers must follow the time of year and dredge type restrictions identified in Table 1 below (for additional information see pages 563 though 588 of the SARBO).

Table 1. Sturgeon River Restrictions

	River	Section of River (river mile [RM])	Dredging Restrictions
☐	Great Pee Dee River	0-6.3 (near Jehrico Creek)	Cutterhead dredging requires monitoring for take if work occurs from June through September.
☐	Great Pee Dee River	RM 6.3-29.4 (US 701 Bridge)	Cutterhead dredging requires monitoring for take if work occurs from August through September.
☐	Great Pee Dee River	RM 29.4-43 (near Petersfield Landing) (upper river work limit)	Cutterhead dredging requires monitoring for take if work occurs from June through September.
☐	Waccamaw River	0-8.1 (near Hagley Landing)	Cutterhead dredging requires monitoring for take if work occurs from June through September.
☐	Waccamaw River	8.1-21 (near Bucksport Marina) (upper work limit)	Cutterhead dredging requires monitoring for take if work occurs from June through October.
☐	Bull Creek / Big Bull Creek	0-62 (Confluence with Waccamaw River – Confluence with Great Pee Dee River)	No dredging allowed from June through September.
☐	Black River	0-4.1 (near Wedgefield Plantation Country Club)	Cutterhead dredging requires monitoring for take if work occurs from July through September.
☐	Black River	4.1-44 (Simms Reach Rd Bridge) (upper river work limit)	Cutterhead dredging requires monitoring for take if work occurs from June through August.
☐	Sampit River	Any (no upper river work limit)	Cutterhead dredging requires monitoring for take if work occurs from June through September.
☐	Rediversion Canal	0-5 (Confluence with Santee Mainstem – Base of St. Stephen Powerhouse)	No dredging allowed from June through September.

☐	Santee River	Any (no upper river work limit)	None.
☐	North Santee River	0-Confluence with Santee Mainstem	None.
☐	South Santee River	0-Confluence with Santee Mainstem	None.
☐	Cooper River	0-1.9 (US 17 Bridge)	None.
☐	Cooper River	1.9-10.6 (I-526 Bridge)	Cutterhead dredging requires monitoring for take if work occurs from July through September.
☐	Cooper River	10.6-35 (Railroad trestle bridge) (upper river work limit). *Aggregation area between 22.5-31 (near Bushy Point))	Dredging within the sturgeon aggregation areas is not covered by the SARBO. Although dredging may occur year round outside of the sturgeon aggregation areas, cutterhead dredging requires monitoring for take if work occurs from June through October.
☐	Ashley River	0-9.7 (I-526 Bridge)	Cutterhead dredging requires monitoring for take if work occurs from June through September.
☐	Ashley River	9.7-22.5	Cutterhead dredging requires monitoring for take if work occurs from May through September.
☐	Ashley River	22.5+ (no upper river work limit)	Cutterhead dredging requires monitoring for take if work occurs from June through September.
☐	Edisto River	Confluence with North and South Edisto- 49 (US Alternate 17 Bridge)(Upper river work limit)	None.
☐	North Edisto River	0-5 (near Leadenwah Creek)	Cutterhead dredging requires monitoring for take if work occurs during August.
☐	North Edisto River	5-12.5 (Confluence with Edisto River)	Cutterhead dredging requires monitoring for take if work occurs from June through September.
☐	South Edisto River	0-8.8 (near Raccoon Island)	Cutterhead dredging requires monitoring for take if work occurs during July or September.
☐	South Edisto River	8.8-12.5 (Confluence with Edisto River	None.
☐	Ashepoo	Any (no upper work limit)	No dredging allowed June through September.
☐	Combahee – Salkehatchie River	0-8.2 (near Fields Point)	Cutterhead dredging requires monitoring for take if work occurs from July through September.
☐	Combahee – Salkehatchie River	8.2-60 (I-95 Bridge)	No dredging allowed June through September.
☐	Savannah River	0-65 (Railroad Avenue/Clyo Road near Clyo Georgia). *Aggregation area between 21.1 (near Port Wentworth, Ga)-32	Dredging within the sturgeon aggregation areas is not covered by the SARBO. Although dredging may occur year round outside of the sturgeon aggregation areas, cutterhead dredging requires monitoring for take if work occurs from May through October.

☐ Where cutterhead dredging requires monitoring in specific sections of sturgeon rivers during specific timeframes (see the PSO PDCs attached to this permit (pages 599 through 628)):

☐ Monitoring: An approved PSO contractor can be appointed as a designated observer in charge of monitoring the dredged material containment area and each of the associated outfall structures.

☐ Training: The designated observer must have training in identification of fish parts. The designated observer must also train all crew of the presence of sturgeon and that all sturgeon or suspected fish parts must be reported to the designated observer.

☐ Timing: The designated observer must check for fish or fish parts at least twice per day at each of the outfall structures and any other areas where debris collects within the dredged material containment area.

☐ Collection of fish by a designated crew member: The designated crew member must collect, document, and photograph all fish or fish parts according to the handling guidance in the attached PSO PDCs (pages 599 through 628). Collected fish parts must be provided to an approved PSO or a trained biologist for identification.

☐ Collection of fish by an approved PSO/trained biologist: The PSO/trained biologist will collect, document, photograph, and report all fish or fish parts identified as sturgeon or suspected to be sturgeon according to the handling guidance in the attached PSO PDCs (pages 599 through 628).

☐ Genetic Sampling: All fish or fish parts identified as Atlantic sturgeon or suspected to be Atlantic sturgeon must have a genetic sample taken and submitted for testing to help identify whether the fish or fish parts belong to a specific Atlantic sturgeon Distinct Population Segment according to the attached PSO PDCs pages 599 through 628).

☐ Reporting: All sturgeon collected must be reported according to section 2.9 of the SARBO and the attached PSO PDCs (pages 599 through 628).

2. North Atlantic Right Whale – Activities in Atlantic Ocean Waters/Entrance Channel <u>between November 1 and April 30</u>:

☒ NARW.1: All Hopper dredging and survey vessels over 33 feet in length must be scheduled, to the maximum extent practicable, outside of North Atlantic right whale migration and calving season to avoid impacts to North Atlantic right whales, including reproducing females and newborn calves. Project specific information, such as the areas to be dredged or surveyed, the number and the duration of vessel trips, and whether the timing of the dredging or placement of dredged material may result in adverse impacts to other listed species (e.g. sea turtles), must be included in the pre-construction report and must be reviewed and approved by SAC-RD prior to each dredging event.

☒ NARW.2: All on-site project personnel associated with a project including the vessel captain, crew, and PSO on all vessels over 33-ft in length must be instructed on the presence of North Atlantic right whale and other ESA-listed species and the requirements to observe, avoid, and report North Atlantic right whale in the area.

(i) All captains of dredges, relocation trawlers, survey vessels, and support vessels over 33 feet in length must provide a text message address (that is capable of receiving short emails as text messages) to receive real-time whale alerts throughout the calving season. The text message address must be included in the pre-construction report and provided to nmfs.ser.rw.subscribe@noaa.gov at least 14 days prior to the start of any dredging or survey work.

(ii) The permittee and the dredging contractor, before the start of dredging, must provide a single whale observer email address to receive aerial survey-related notifications (status, fly/no-fly plans, etc.) and must immediately coordinate this information with all vessels associated with the project. The email address must be included in the pre-construction report and provided to nmfs.ser.rw.subscribe@noaa.gov at least 14 days prior to the start of any dredging or survey work.

(iii) All hopper dredges and relocation trawlers must have onboard dedicated daytime PSOs that meet the qualifications provided by NMFS and detailed in the SARBO with at-sea, large whale identification experience to conduct observations for the presence of whales and all other ESA-listed species. The PSOs have the primary duty of observation when the vessel is underway.

(iv) PSOs must alternate to reduce observer fatigue. As needed, a crew member on the bridge must assist the PSOs with whale observation duty while the vessel is underway. The PSOs must provide crew members with appropriate training for large whale observation. The permittee must prepare and submit an endangered species watch plan detailing how the requirements to minimize the risk of a North Atlantic right whale/dredge vessel interaction will be accomplished. The watch plan must be included in the pre-construction report and provided to SAC-RD and NMFS for their review and approval prior to the start of any dredging or survey work.

(v) The PSOs must prepare and submit detailed notes of all sightings of ESA-listed species and marine mammals to SAC-RD (SAC_SARBO@usace.army.mil) and NMFS (SERODredge@noaa.gov) within 24 hours. All ESA listed marine mammals spotted must also be immediately reported by calling 1-877-WHALE-HELP (1-877-942-5343).

(vi) All project vessels over 33 feet must carry operational automatic identification system transmitters as required by the U.S. Coast Guard. All transmitters must be powered on and transmitting while vessels are underway. All vessel names and vessel tracking numbers (maritime mobile service identities) must be included in the pre-construction report that is submitted to SAC-RD, emailed to NMFS, and recorded in ODESS (https://dqm.usace.army.mil/odess/#/home).

☒ NARW.3: Speed requirements must be followed if a North Atlantic right whale has been spotted or reported in the project area as defined below. Right whale presence may be determined by observers on the vessel, reports from aerial surveys, or confirmed public sighting reports. All captains must use daily available information on the presence of right whales and aerial survey activities in the project area. These speed restrictions apply to all vessels associated with a project covered under the SARBO.

All vessels greater than 33 ft in length: When a whale is observed or reported within 38 nautical miles of the dredge or support vessels, all vessels must slow to 10 knots or slowest safe navigable speed for 36 hours or until next North Atlantic right whale survey when no whales are observed, whichever is shorter.

G. Observing and Reporting PDCs:

☒ OBSERVE.1: For generally stationary construction with work contained to a specific project area, such as mechanical dredging equipment:

(i) All personnel working on the project must report ESA-listed species observed in the area to the on-site crew member in charge of operations.

(ii) Operations of moving equipment must cease if an ESA-listed species is observed within 150 ft. of operations by any personnel working on a project covered by the SARBO (e.g., sea turtles, sturgeon, elasmobranchs [giant manta ray, scalloped hammerhead shark, oceanic white tip shark] or ESA-listed marine mammal).

(iii) Activities must not resume until the ESA-listed species has departed the project area of its own volition (e.g., species was observed departing or 20 minutes have passed since the animal was last seen in the project area).

☒ OBSERVE.2: For a vessel underway, such as a hopper dredge or support vessel, traveling within or between operations must follow speed and distance requirements, defined below, while ensuring vessel safety:

(i) All personnel working onboard must report ESA-listed species observed in the area to the vessel captain.

(ii) If an ESA-listed species is spotted within a vessel's path, the vessel must initiate evasive maneuvers to avoid collision.

(iii) If a North Atlantic right whale is spotted, all vessels must slow to 10 knots and maintain a distance of at least 1,500 feet in accordance with the North Atlantic Right Whale Protection Rule (62 FR 6729 provides a distance of 500 yards, which is equal to 1,500 feet) and report the observation to 1-877-WHALE-HELP (1-877-942-5343). Requirements for the resumption of speed are described in Section F(2) of this attachment.

(iv) If a whale (other than a North Atlantic right whale) is spotted, all vessels must maintain a distance of at least 300 feet.

☒ OBSERVE.3: All sightings of the North Atlantic Right whale (not encountered, collided with, or injured by a project covered under SARBO) must be reported to SAC-RD and NMFS within 24 hours as described above.

☒ OBSERVE.4: Any collisions with an ESA-listed species must be immediately reported to SAC-RD (SAC_SARBO@usace.army.mil) and NMFS (SERODredge@noaa.gov). The attached ESA Take Reporting spreadsheet is intended to help document lethal and non-lethal take of mobile species (see Section 2.9.3.5.2 of the SARBO). In addition, sea turtle take must also be reported to the appropriate state species representative (https://www.fisheries.noaa.gov/state-coordinators-sea-turtle-stranding-and-salvage-network).

☒ OBSERVE.5: Any collision with a marine mammal must be reported immediately to the Southeast Regional Marine Mammal Stranding hotline at 1-877-WHALE-HELP (1-877-942-5343). This includes both ESA and non-ESA listed marine mammals.

Attachment 1.

Appendix H. Handling and Reporting Protocol for ESA-listed Species Observed or Encountered and Protected Species Observer (PSO) Roles and Responsibilities

All ESA-listed species that are observed or encountered during any activity covered under the 2020 SARBO, will be handled and reported as described in this Appendix, referred to as the PSO PDCs. These PDCs outline the requirements of vessel crew to report observations and for the PSO to observe for and handle ESA-listed species captured during dredging or relocation trawling. These requirements are in addition to any other applicable PDCs outlined in Appendix B-Appendix G and the requirements outlined in the 2020 SARBO. Vessel crew and PSOs working on projects covered under the 2020 SARBO should also be aware of the conditions in the PDCs that are applicable to the project upon which they are working on under the 2020 SARBO. Modifications to the handling procedures may be necessary to improve safe handling practices for both crew and animals. The current handling guidance (PSO PDCs) is available at (SERODredge@noaa.gov).

Alternative review: In limited instances, a project may be authorized under the 2020 SARBO if it does not adhere to all applicable PDCs, under the Alternative Process for Project Specific Review and Inclusion of Projects with Substantially Similar Effects outlined in Section 2.9.5 of the 2020 SARBO. As described in the 2020 SARBO, projects that do not strictly comply with all applicable PDCs, but have substantially similar effects, may be authorized under 2020 SARBO if the project undergoes separate review and approval by NMFS prior to beginning work. Projects that cannot meet all relevant PDC requirements or that do not fit under the alternative review process outlined in Section 2.9.5 of the Opinion, will require individual Section 7 consultation. Any area previously authorized or permitted to be dredged or have material placed within the action area and analyzed in a separate individual Section 7 consultation may be maintained to the same dredge or fill template under this Opinion if it meets all of the PDCs of this Opinion.

1 Observations and Reporting Observations of ESA-listed Species

This outlines how staff operating on a project covered under the 2020 SARBO will respond to ESA-listed species that are observed, but with no physical interaction occurring with the animal.

OBSERVE.1 For generally stationary construction with work contained to a specific project area, such as mechanical dredging equipment:

- All personnel working on the project will report ESA-listed species observed in the area to the on-site crew member in charge of operations.
- Operations of moving equipment will cease if an ESA-listed species is observed within 150 ft of operations by any personnel working on a project covered under this Opinion (e.g., sea turtles, sturgeon, elasmobranchs [smalltooth sawfish, giant manta ray, scalloped hammerhead shark, oceanic white tip shark] or ESA-listed marine mammal).
- Activities will not resume until the ESA-listed species has departed the project area of its own volition (e.g., species was observed departing or 20 minutes have passed since the animal was last seen in the area).

OBSERVE.2 For a vessel underway, such as a hopper dredge or support vessel, traveling within or between operations must follow speed and distance requirements, defined below, while ensuring vessel safety:

- All personnel working onboard will report ESA-listed species observed in the area to the vessel captain.
- If an ESA-listed species is spotted within the vessel's path, initiate evasive maneuvers to avoid collision.
- If a North Atlantic right whale is spotted, slow to 10 knots and maintain a distance of at least 1,500 ft in accordance with the North Atlantic Right Whale Protection Rule (62 FR 6729 provides a distance of 500 yards, which is equal to 1,500 ft) and report the observation to 1-877-WHALE-HELP. Resumption of speed should be according to the North Atlantic Right Whale Conservation Plan (Appendix F).
- If a whale (other than a North Atlantic right whale) is spotted, maintain a distance of at least 300 ft.

OBSERVE.3 Report sightings (not encountered, collided with, or injured by a project covered under 2020 SARBO) of the following species:

- North Atlantic Right whale: As defined in the North Atlantic Right Whale Conservation Plan (Appendix F) and the reporting requirements in the 2020 SARBO Section 2.9.
- Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email Sawfish@MyFWC.com.

OBSERVE.4 Any collision(s) with an ESA-listed species must be immediately reported to the USACE and/or BOEM according to their internal protocol and to NMFS consistent with the reporting requirements in the 2020 SARBO Section 2.9. A vessel collision with an ESA-listed species is counted as take for the project.

In addition, reports of certain species shall also be reported as listed below. A link to the most current contact information will also be available at (SERODredge@noaa.gov).

- Sea turtle take will also be reported to the appropriate state species representative (https://www.fisheries.noaa.gov/state-coordinators-sea-turtle-stranding-and-salvage-network).
- Smalltooth sawfish take will also be reported to 1-844-4SAWFISH or email Sawfish@MyFWC.com.

OBSERVE.5 Any collision with a marine mammal will be reported immediately to the Southeast Regional Marine Mammal Stranding hotline at 1-877-WHALE-HELP (1-877-942-5343) for guidance. This includes both ESA and non-ESA listed marine mammals.

2 PSO Credentials

All handling, tagging, and/or genetic sampling of ESA-listed species captured on projects covered under 2020 SARBO will be conducted by a PSO that meets the qualifications provided by NMFS.

PSO.1 Protected Species Training and Experience: PSOs selected to work on projects covered under 2020 SARBO will meet the following requirements:

- PSOs will meet the training and experience requirements outlined by NMFS. At the time of the completion of 2020 SARBO, PSO qualifications are confirmed by the NMFS Greater Atlantic Region Office, as defined on their website (https://www.fisheries.noaa.gov/new-england-mid-atlantic/careers-and-opportunities/protected-species-observers) for endangered species observers. A link to the current NMFS PSO qualifications will also be available on the NMFS SARBO webpage (SERODredge@noaa.gov).
- PSOs will be trained and have experience to operate on the specific equipment they are aboard (e.g., hopper dredge, relocation trawler, G&G survey vessel). PSO will have training and/or experience to identify and handle all species that may occur in the geographic area of the project.
- PSO will be trained to safely install the specific tags being used and or collect genetic samples required under 2020 SARBO.
- ESA-listed species specific safe handling procedures, tagging procedures, and genetic sampling procedures must be followed, as outlined in these PSO PDCs. The most current procedures will be available on the NMFS SARBO webpage (SERODredge@noaa.gov). The PSO must carry a copy of the PSO PDCs and all other applicable PDCs while on the vessel for easy reference.
- The 2020 SARBO serves as the authority for the PSO to handle, tag, and genetic sample ESA-listed species for those projects.

PSO.2 To minimize the risk of vessel collisions, a PSO trained in species observation is also responsible for monitoring for the presence of ESA-listed species when the vessel is in motion and must therefore have the training and experience needed to identifying ESA-listed species and marine mammals in their natural environment.

3 PSO Responsibilities

The Section outlines the responsibilities of a PSO working on a relocation trawler or hopper dredge. The PSO is also responsible for all other duties outlined in the PDCs of this appendix and those described in:

- The North Atlantic Right Whale Plan in Appendix F, if working in areas when and where North Atlantic right whale may be present as defined in Appendix F.

- The duties outlined in the hopper dredging PDCs in Appendix B, Section 3, if working on a hopper dredge.

Note: PSOs are also trained and may be responsible for monitoring for non-ESA-listed species including marine mammals protected under the Marine Mammal Protection Act. While the requirements outlined in the 2020 SARBO PDCs are limited to ESA-listed species, the PSO PDCs include guidance to minimize the risk of encounter with non-ESA listed marine mammals. The 2020 SARBO does not provide MMPA authorization.

3.1 PSO Guidance for handling ESA-listed species captured or observed injured or dead

The following PDCs describe how the PSO will handle ESA-listed species captured in hopper dredging and relocation trawling. If an ESA-listed species is observed injured or dead during other forms of dredging or material placement, this guidance also applies (e.g., observed during beach sand placement, in an upland disposal area, and while mechanical or cutterhead dredging).

PSO.3 PSOs observer coverage requirements are required to monitor for ESA-listed species as described below. PSOs on any project will not be assigned any other task (i.e., captain or other vessel crew position or task) while performing the role of PSO:

- Hopper dredging:
  - More than 1 PSO will be aboard the hopper dredge at all times.
  - The PSO on-duty is responsible for personally monitoring, handling, and reporting all captured ESA-listed species at all times when the hopper dredge is operating and follow the requirements of this Opinion including the hopper dredging PDCs in Appendix B, Section 3.
  - The PSOs will stand watch to detect ESA-listed species in the area and to alert the captain of their presence to avoid vessel collision whenever the vessel is moving. The on-duty PSO will only be responsible for standing watch and not performing other tasks such as inspecting or handling captures when the vessel is in motion.
- Relocation trawling: A PSO(s) will be aboard the trawling vessel at all times.
  - The PSO is responsible for all handling and reporting of ESA-listed species.
  - Trawling crew may assist in the removal of species from the nets and data recording only and the PSO is responsible for all tagging, genetic sampling, and assuring information reported is accurate.
  - All crew aboard the vessel, including the PSO, are responsible for monitoring for the presence of ESA-listed species in the area and reporting it to the vessel captain and PSO.

PSO.4 Reporting Captures of ESA-listed Species:

- Report to NMFS: All nonlethal captures and dead ESA-listed species observed or collected during a project covered under the 2020 SARBO will be recorded and reported to NMFS according to the procedures outlined in the 2020 SARBO Section 2.9. The captures will be recorded as follows:
  - Nonlethal take:
    - ESA-listed species captured and released back into the wild alive and healthy, will be considered nonlethal take.
    - If a sea turtle is entrained in a hopper dredge and is retrieved alive, the specialist such as a state sea turtle coordinator or sea turtle rehabilitation center specialist must be contacted to determine how the turtle should be handled (e.g., euthanized or taken to a rehabilitation facility). The take for a live turtle entrained in a hopper dredge is considered lethal until deemed healthy after an evaluation or rehabilitation and released back into the wild, then the take can be revised to be nonlethal.
    - If a sea turtle is captured in relocation trawling and is deemed unhealthy or injured and requires being sent to a specialist for further evaluation, the take is considered nonlethal, unless the species cannot be released back into the wild or dies, in which case the take must be updated to a lethal take.
  - Lethal take: All ESA-listed species that are captured that are determined to be fresh dead, will be considered lethal take associated with the project and counted under the total allowed take for the 2020 SARBO. This includes the capture of ESA-listed species in relocation trawling or found within the project area including material removal and material placement areas. An explanation of how to determine if a species is fresh dead or decomposed and how to handle and report the specimen is provided in PSO PDC Section 4 below.
  - Recovered dead: All ESA-listed species captured or observed in the project area that are decomposing will be considered a recovered specimen and will not be counted against the 2020 SARBO Incidental Take Statement. An explanation of how to determine if a species is fresh dead or decomposed and how to handle and report the specimen is provided in PSO PDC Section 4 below.
- Report captures to other agencies:
  - Sea turtles: All captures will be reported to the appropriate state species representative including live, fresh dead, and recovered dead (https://www.fisheries.noaa.gov/state-coordinators-sea-turtle-stranding-and-salvage-network).
  - Smalltooth sawfish take will be reported to 1-844-4SAWFISH or email Sawfish@MyFWC.com.

- Giant manta ray will be reported to manta.ray@noaa.gov.

PSO.5 Photo Documentation: Photograph all captured ESA-listed species for identification purposes and classify sex where applicable (e.g., sea turtles). In addition, take photographs of all injuries to ESA-listed species and provide a high resolution digital image with the take reporting forms as part of the reporting requirements outlined in the 2020 SARBO Section 2.9, as follows:

- Captures in relocation trawling that are not brought aboard the vessel or are released from the net will be photographed for identification purposes. Photographing should be done as quickly as possible to minimize the time the animal is out of the water and will not require manipulating the animal to improve the photograph.
- All injured, deceased, or otherwise debilitated sea turtles encountered during the course of dredging operations, whether intact, damaged, or partial remains, are thoroughly photographed.
- All surfaces should be clearly represented in the photos with both wide vantage and close-up images that portray any injuries and postmortem condition (if deceased).
- Minimally, this includes multiple images of the dorsal (top) and ventral (bottom) aspects of each specimen taken from different angles and perspectives.
- An identification placard and scale should appear in the images but should not obscure the specimen, injury, or specific area of interest. The identification placard will include the location of capture, date, time, and species. In addition, the time settings on the camera should be current so that the time stamp within the photo metadata is accurate.
- For any live capture that is injured or otherwise debilitated and will be taken to a rehabilitation facility, photographs can be delayed in order to minimize stress and risk of further injury prior to veterinary examination.
- For deceased specimens, photos will be taken within 2 hours following discovery so that postmortem state in the images accurately portrays the condition at the time of discovery.

PSO.6 Written Documentation: Document all relevant details of the capture according to the reporting requirements in the 2020 SARBO, Section 2.9 (e.g., species, size, sex, condition upon release, location of capture, and time of capture) that can be observed or measured by the PSO without causing harm to the animal.

PSO.7 Tagging: Nonlethal captures of ESA-listed species captured by projects covered under the 2020 SARBO will be tagged according to the following requirements. Tagging requirements only apply to those ESA-listed species that are brought aboard a relocation trawler (PSO PDC Section 3) or those captured and ultimately released alive from a hopper dredge after being evaluated by a specialist and/or rehabilitated.

- Scanning: All ESA-listed species (live and dead) and/or species parts captured by a hopper dredge or brought aboard a relocation trawler will be scanned for passive integrated transponder (PIT) tags to determine if the animal has been previously tagged. The presence of any external tags (e.g., flipper tags, dart tags) will also be noted. All previous tag numbers must be recorded and reported on the appropriate forms outlined for each species in PSO PDC Sections 5-9 below.
- Tagging: All ESA-listed species captured alive and in good health by a hopper dredge or brought aboard a relocation trawler that are scanned and lack a previous pit tag, will be PIT tagged according to the specific species procedures identified in PDC PSO.7. Additional external tags (e.g., flipper tags) are optional. The cost associated with tagging is the responsibility of the federal action agency overseeing the project (i.e., USACE or BOEM) or the company awarded the contract.

PSO.8 Genetic Sampling: All nonlethal and lethal captures ESA-listed species captured by projects covered under the 2020 SARBO will be have genetic samples taken except:

- Live ESA-listed species that are not brought aboard a relocation trawler (PSO PDC Section 3.2).
- Any leatherback sea turtles, even if brought aboard the vessel to untangle and safely release.
- Any shortnose sturgeon.
- If the PSO believes that collecting a sample would imperil human or animal safety. The rationale for this decision will be recorded on the species observation form and available digitally as part of the reporting requirements outlined in the 2020 SARBO Section 2.9.

PSO.9 Genetic samples will be collected according to the handling procedures defined for each species in the PSO PDCs Section 5-9 below.

- A tissue sample will be collected from any dead ESA-listed species. If multiple dead animal parts are found, a sample will be collected from all parts that are not connected to one another regardless of whether the tissues are believed to be from the same turtle. For example, if part of a sea turtle flipper and a detached head are found at the same time, a sample from each part will be collected for genetic analysis.
- All genetic samples will be preserved in RNAlater™ preservative. Once the sample is in buffer solution, refrigeration/freezing is not required, but care should be taken not to expose the sample to excessive heat or sunlight. Label each sample with the animal's unique identification number (PIT tag number). Since giant mantas will not be pit tagged, label any samples collected with the date, project name, and species name. Do not use glass vials; a 2 millimeter screw top plastic vial is preferred (e.g., MidWest Scientific AVFS2002 and AVC100N). Gently shake the sample to ensure the solution covers the entire sample.

- Genetic samples will be mailed to the addresses listed below with information provided in the container stating the sample was collected under the 2020 SARBO (Project name, SARBO SER-2008-05934). Package the genetic samples with an absorbent material within a double-sealed container (e.g., zip lock bag). If more than 1 sample is being sent to an address, package all of the samples together. The cost associated with taking the sample and delivering it to the appropriate entity listed below is the responsibility of the federal action agency overseeing the project (i.e., USACE or BOEM) or the company awarded the contract.
    - Sea turtles: Sea Turtle Program NOAA Southeast Fisheries Science Center Attn: Lisa Belskis, 75 Virginia Beach Drive, Miami, Florida 33149. Contact number: 305-361-4212 Lisa.Belskis@noaa.gov
    - Sturgeon: Geological Survey Leetown Science Center, Attention Robin Johnson, Aquatic Ecology Branch, 11649 Leetown Road, Kearneysville, West Virginia 25430.
    - Elasmobranchs: NOAA Southeast Fisheries Science Center, Attention Dr. John Carlson, National Marine Fisheries Service, Panama City Laboratory, 3500 Delwood Beach Rd, Panama City, Florida, 32408).

PSO.10 Atlantic Sturgeon Genetic Sampling Testing Requirements under the 2020 SARBO:

- The USACE, BOEM, or entity designated by the USACE or BOEM are responsible for the cost to analyze/test genetic samples from Atlantic sturgeon captured to determine the DPS of Atlantic sturgeon captured (live and dead captures).

- Atlantic sturgeon genetic samples will be recorded on and submitted with the Sturgeon Genetic Sample Submission spreadsheet available on the NMFS dredging webpage https://www.fisheries.noaa.gov/content/southeast-dredging. This form should indicate in the "comment field" if the Atlantic sturgeon was previously PIT tagged. A copy of that reporting spreadsheet will also be sent to NMFS (takereport.nmfsser@noaa.gov), the genetic sampling address in PDC PSO.8 above along with the sample, and to mike_mangold@fws.gov.

3.2 PSO Guidance on Relocation Trawling

The following PDCs describe how the PSO will handle ESA-listed species captured during relocation trawling including a flow chart summarizing how to handle different species and text describing the general handling guidance, the order to release species if multiple ESA-listed species are captured in trawling, and where they should be released. Trawling within the range of ESA-listed corals is not covered under this Opinion (Appendix B, Section 3.5).

Table 59. PSO Handling Guidance

Species and handling protocol	Handling priority for multiple captures	Required to bring aboard (Y/N)	Directly measure all required data (SARBO Section 2.9)[F]	Estimate all required data (SARBO Section 2.9)	Photograph (PDC PSO.5)	Tagging and Genetic Sampling (PDC PSO.7-10)	Relocate
Smalltooth sawfish PSO PDC Section 7	1	A, C	No	Yes	Yes	No	No
Sharks PSO PDC Section 9	2	A	No	Yes	Yes	No	No
Giant manta ray PSO PDC Section 8	3	A, C	No	Yes	Yes	No	No
Leatherback sea turtle PSO PDC Section 5	4	A	No	Yes	Yes	No	No
Sturgeon PSO PDC Section 6	5	B, D, F	Yes	No	Yes	Yes	G
Green, hawksbill, Kemp's ridley, loggerhead sea turtles PSO PDC Section 5	6	B, E	Yes	No	Yes	Yes	F

A. Animals will not be brought aboard and will remain and be released from net while still in water. If necessary, cut the net to expedite release.
B. Animals will be brought aboard, except if the PSO directs removal from net to protect the safety of the animal or crew (e.g., turtle in net with large shark).
C. If juvenile manta rays or smalltooth sawfish need to be brought aboard to safely disentangle, only allowed if animal is small enough to be picked up by crew and released according to PSO handling guidance
D. Sturgeon will be brought aboard and place in holding tank. Must release within 30 minutes (20 minute if tank unavailable), even if not relocated.
E. Turtle will be kept cool, wet, and kept in a safe area such as a kiddie pool to contain for safe transportation to the relocation site. If sick, injured, or requiring resuscitation, see PSO PDC Section 5 for guidance.
F. Animals brought aboard will be measured and data collected as quick as possible to return them to the water safely.
G. Relocate according to guidance in PDC PSO.11-13.

PSO.11 Marine Relocation Trawling: Relocation trawling is authorized in the marine environment as a measure to minimize lethal take of ESA-listed species.

- Sea turtles (with the exception of leatherback sea turtles) and sturgeon will be relocated 3-5 miles from the dredge project, if relocation can be done safely, according to the guidance in PSO PDC Section 5.
- The PSO will determine the appropriate release site based on the species captured and surrounding habitat.

PSO.12 Estuarine Relocation Trawling: Relocation trawling is authorized in the estuarine environment as a measure to minimize lethal take of ESA-listed species.

- For the purposes of relocation trawling authorized in the 2020 SARBO, the estuarine environment consists of bays, harbors, estuaries, or other semi-confined areas inland of the COLREGS Demarcation Line, but outside of a river. The start of a river is not defined and varies by location and should be determined by best professional judgment. When in doubt, NMFS may be contacted for clarification.
- Atlantic sturgeon 4 ft (1.2 m) total length or larger may be relocated to any location, including marine waters. Atlantic sturgeon less than 4ft total length and all shortnose sturgeon must be relocated within the estuary where it was captured.
- The PSO will determine the appropriate release site based on the species captured and surrounding habitat.

PSO.13 Riverine Relocation Trawling: Relocation trawling is not authorized within rivers, as noted in PDC PSO.12 above, the start of a river is not defined and should be determined by best professional judgment.

PSO.14 For relocation trawling:

- If any marine mammals, or aggregation of any other species not targeted for relocation trawling (e.g., fever of rays or school of fish) are sighted prior to deploying the nets and believed to be at-risk of interaction (e.g. moving in the direction of the vessel/gear and moms/calves close to the gear), gear deployment should be delayed until the animal(s) are no longer at-risk or have left the area of their own volition.
- During relocation trawling, the PSO and vessel staff will monitor for species presence at all times. Gear will be immediately retrieved if marine mammals or other species not targeted for relocation trawling are believed to be captured/entangled or at-risk of capture/entanglement. Operations may resume when interaction with these species is deemed unlikely, based on best professional judgment and through coordination with the PSO onboard.
- If a non ESA-listed marine mammal is injured or captured during relocation trawling, we recommend that trawling activities cease if other marine mammals may be in the area that are at risk of capture until provided

guidance on how to proceed by NMFS or the marine mammal stranding staff. The 2020 SARBO does not consider effects to non-ESA-listed marine mammal species.

PSO.15 Relocation trawling handling and training:

- The PSO will train all crew members on the vessel how to safely handle and remove animals from the net and record tow capture data.
    - Training will occur with each new crew before heading out to begin work (e.g., if the crew will be at sea for 3 weeks before rotating staff, the training will be done at the beginning of the 3-week period, even for crews that have worked together before).
    - ESA and non-ESA listed animals captured may be removed from the net by crew other than the PSO, if trained by the PSO on proper handling and release techniques to minimize the risk of harm to these animals.
    - All ESA-listed species tagging, and genetic sampling will be performed by the PSO. Other crew members may assist with data collection, which be checked by the PSO for accuracy before reporting.
- All crew members will have easy access to equipment used to untangle animals from the net or to cut the nets to free the animal including knives, line-cutting poles, long-handled dehookers, and/or boat hooks.
- The nets will be checked during every tow for the presence of ESA-listed species. This may require pulling the tail end of the net to the boat to confirm nothing has been captured.
- For all species, ensure the vessel is in neutral and release animal over the side, head first.

4 Handling and Reporting Dead ESA-listed Species

All dead ESA-listed species collected within the construction area or by equipment used on a project covered under the 2020 SARBO, will be handled and recorded as described in the PSO PDCs and 2020 SARBO Section 2.9.

PSO.16 Dead ESA-listed species collected within the area of work will be rated as fresh dead or decomposed and documented as described in PSO PDC.4. The determination of a specimen's condition (fresh dead or decomposed) is as follows:

- Decomposed specimens are those that exhibit obvious bloating (expansion of the body or tissues by putrefactive gases); detachment of skin upon handling; or liquefaction of organs and tissues. Examples of decomposition in sea turtles are provided in Figure 75 below. Note: foul odor alone is not considered definitive evidence of decomposition.
- If it is not clear whether the specimen is fresh dead or decomposed, the specimen will be retained for further examination by an individual that has demonstrated expertise in sea turtle necropsy and forensic pathology. Such examinations typically include complete gross examination and selective histopathology, depending on postmortem condition. Individuals that will conduct examinations should be identified prior to the onset of dredging operations along with the necessary logistical planning for transportation and storage needs. The associated stranding coordinator for the state or region of the operation may be able to advise or assist in this regard as such needs are regularly required during stranding response. NMFS retains the right to review evidence or seek the opinion of an expert if a take determined to be decomposed should have been listed as fresh take and take associated with the project.

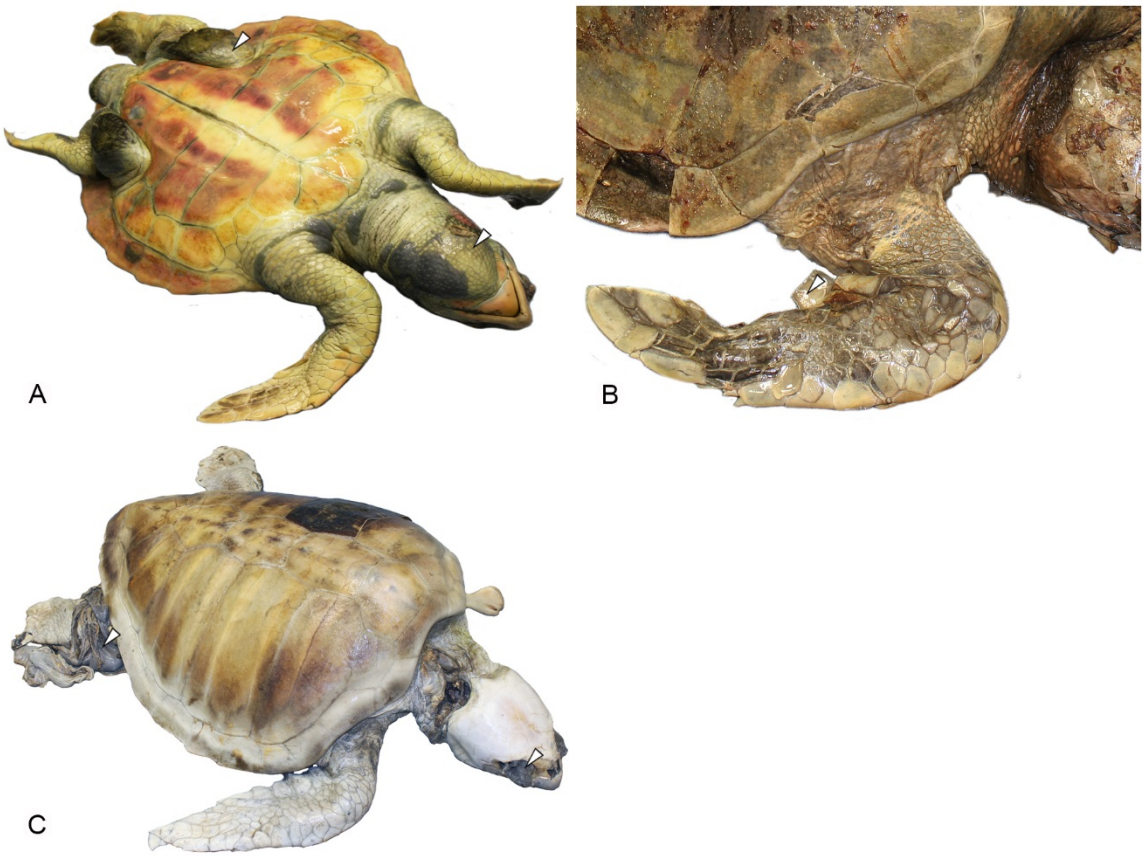


Figure 75. Examples of obvious signs of decomposition.
(A) Bloating expands the loose skin around the flippers and neck. (B) The skin starts to detach in sheets. (C) Soft tissues beginning to fall apart and easily tear when handled.

PSO.18 Dead ESA-listed species and species parts that need further examination by a specialist to determine the cause of death will be refrigerated, iced, or frozen as soon as possible, (must be iced or frozen no more than 2 hours from discovery). The timeline from discovery to transfer for examination, including ambient temperature, must be thoroughly documented. Whether the carcass/part is refrigerated or frozen will depend on predetermined logistical parameters for a given project. In general, a carcass/part may be kept refrigerated or iced, but not frozen if it will be examined within 48 hours. Remains may be frozen if examination will be delayed or maintaining refrigeration is not possible for any reason.

- Dead turtles: Follow the protocol outlined on the *Protocol for Collecting Tissue From Dead Turtles for Genetic Analysis* (https://dqm.usace.army.mil/odess/documents/geneticsampleprotocol.pdf). If a revised document is released, the PSO is required to follow the revised protocols. This document and any revisions will also be available on the NMFS dredging webpage (https://www.fisheries.noaa.gov/content/southeast-dredging).

- Dead sturgeon specimens will be reported to 1-844-STURG911 (1-844-788-7491) and via the Sturgeon Salvage Form (available on our Dredging website at: https://www.fisheries.noaa.gov/content/southeast-dredging). In addition, a fin clip and a fin ray will be collected in accordance with the Genetic Sampling Collection Requirements described in PSO PDC Section 3.1 using the genetic submission form (available on our Dredging website at: https://www.fisheries.noaa.gov/content/southeast-dredging).
- Dead elasmobranchs specimens will be stored as described in PDC PSO.16 until advised how to dispose of or provide to Dr. John Carlson, NOAA Fisheries, Panama City Laboratory at 1-850-234-6541 x 221. Dead smalltooth sawfish will also be reported to 1-844-4SAWFISH (1-844-472-93474).

5 Sea Turtle Handling, Tagging and Genetic Sampling Protocol for Relocation Trawling

5.1 Identification

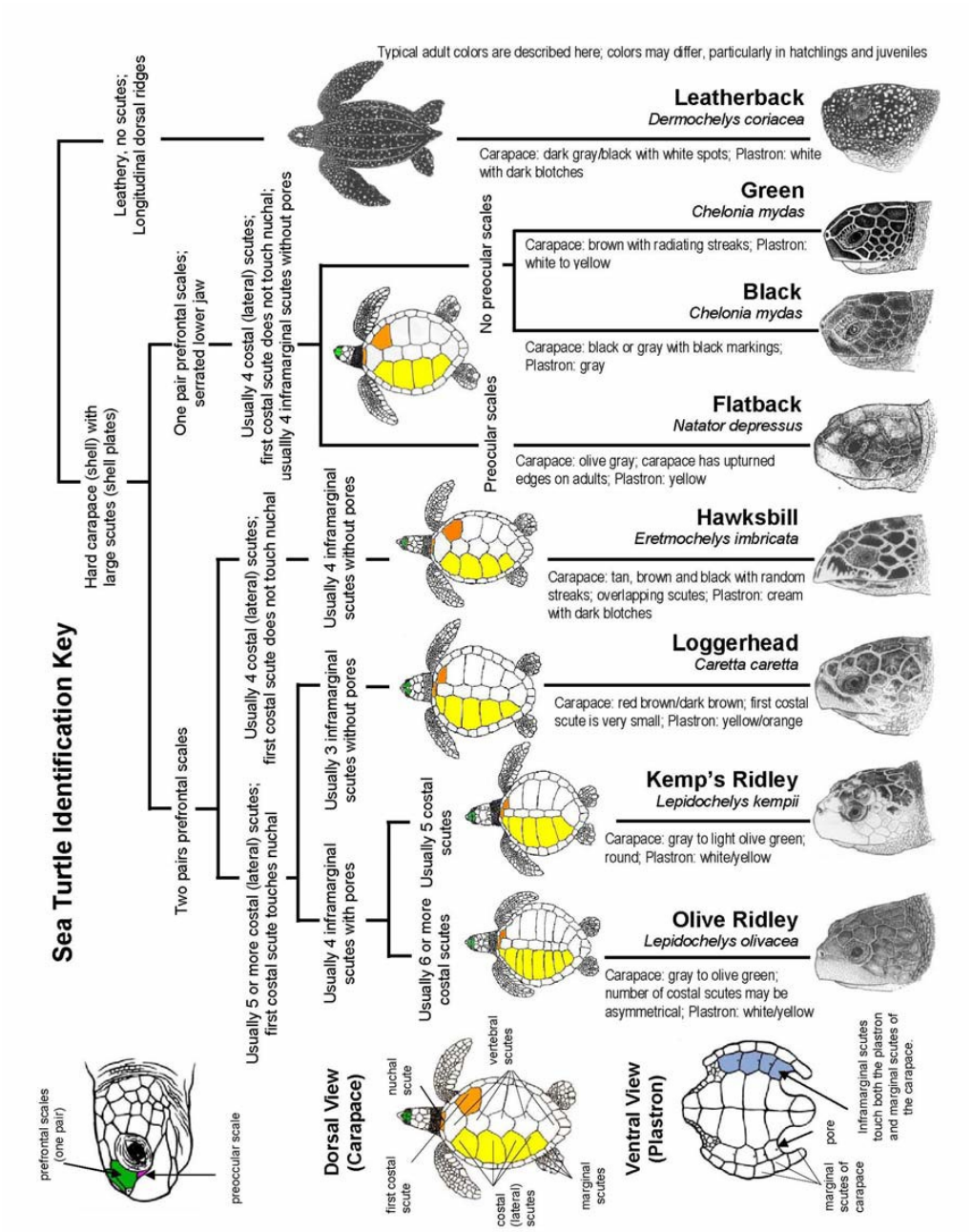


Figure 76. Sea Turtle Identification Key Image from the Southeast Fisheries Science Center Sea Turtle Research Techniques Manual, updated January 2013 (NOAA Technical Memorandum NMFS-SEFSC-579, https://repository.library.noaa.gov/view/noaa/3626)(NMFS 2008)

5.2 Handling

- Sick or injured sea turtles will be evaluated by a specialist to determine the best course of action including euthanizing animals that are severely injured or rehabilitating sea turtles before releasing them back in to the wild.
- A specialist trained to evaluate sea turtles and a sea turtle rehabilitation center will be identified prior to starting a project. Directions of how sick or injured sea turtles will be transported for an evaluation or rehabilitation will be provided to the PSO and dredging or trawling staff. NMFS will assist with identifying specialist and rehabilitation centers, if needed.

5.3 Relocating

- Do not relocate leatherback sea turtles. Release them immediately, as described in PSO Section 3.2 above.
- Green, Kemp's ridley, loggerhead, and hawksbill sea turtles will be relocated and released not less than 3 nautical miles (nmi) from the dredge site, unless sick or injured. If 2 or more released turtles are later recaptured, subsequent turtle captures will be released not less than 5 nmi away. If it can be done safely and without injury to the turtle, turtles may be transferred onto another vessel for transport to the release area to enable the relocation trawler to keep sweeping the dredge site without interruption. These turtles will be kept no longer than 12 hours prior to release. The area in which a turtle will be relocated is determined by the PSO.

5.4 Data Recording

- Record the carapace length and width (straight and curved measurements), plastron length and width, head width, and sex (if possible).
    - Follow the protocol outlined in the *Southeast Fisheries Science Center Sea Turtle Observer Manual*, updated January 2013 (NOAA Technical Memorandum NMFS-SEFSC-589, https://repository.library.noaa.gov/view/noaa/4392). Additional, specific handling techniques are required when handling turtles with fibropapilloma tumors. If a revised document is released, the PSO is required to follow the revised protocols. This document and any revisions will also be available on the NMFS dredge webpage (Https://www.fisheries.noaa.gov/content/southeast-dredging).

5.5 Tagging and Genetic Sampling

- Follow the protocol outlined in the *Southeast Fisheries Science Center Sea Turtle Observer Manual*, Updated January 2013 (NOAA Technical Memorandum NMFS-SEFSC-589, https://repository.library.noaa.gov/view/noaa/4392). If a revised document is released, the PSO is required to follow the revised protocols. This document and any revisions will also be available on the NMFS dredge webpage (Https://www.fisheries.noaa.gov/content/southeast-dredging).

- Tagging and genetic sampling of leatherback sea turtles is not required under this Opinion and priority should be given to quickly and safely release the animals due to the sensitivity of these animals to being handled.

5.6 Resuscitation

- Follow the protocol outlined in the *Southeast Fisheries Science Center Sea Turtle Observer Manual*, Updated January 2013 (NOAA Technical Memorandum NMFS-SEFSC-589, https://repository.library.noaa.gov/view/noaa/4392). If a revised document is released, the PSO is required to follow the revised protocols. This document and any revisions will also be available on the NMFS dredge webpage (https://www.fisheries.noaa.gov/content/southeast-dredging).

6 Sturgeon Handling, Tagging and Genetic Sampling Protocol for Relocation Trawling

6.1 Identification

Shortnose sturgeon are similar in appearance to Atlantic sturgeon, but can be distinguished by their color, generally smaller size, wider mouth, and smaller snout shape (Figure 77).

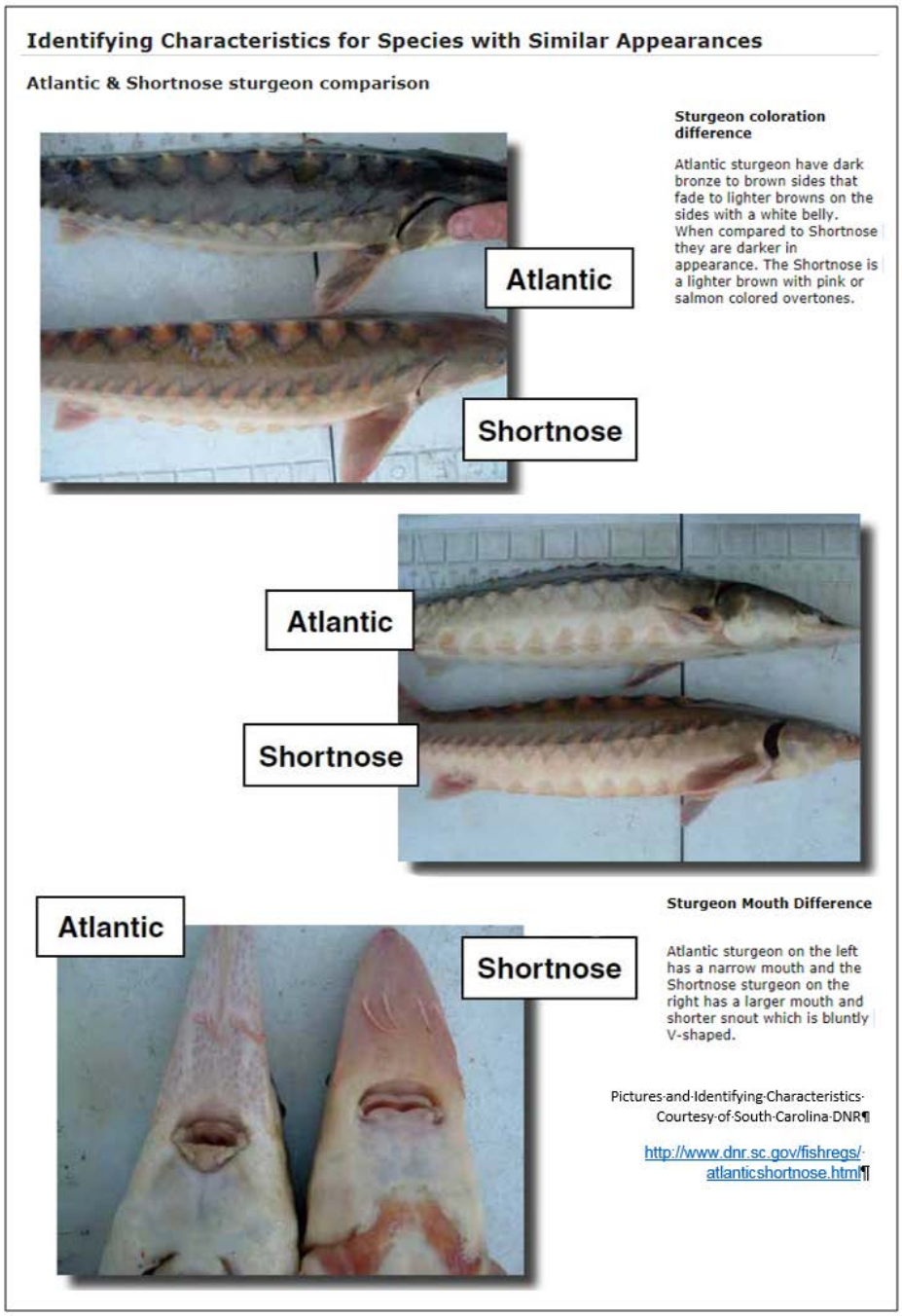


Figure 77. Atlantic and shortnose sturgeon species identification guide

6.2 Handling

- In areas where sturgeon are likely to be captured, the relocation trawler will have a sturgeon holding tank onboard that will be used during handling and relocation. The tank will be of sufficient size and shape to safely hold the size sturgeon that may be captured in the area and water from the surrounding environment must be continuously circulated and exchanged with the water in the tank to ensure it remains the proper temperature and properly oxygenated.
- If a sturgeon cannot be held in a holding tank during handling, the sturgeon will be kept wet at all times using water from the surrounding environment. Other options for holding the sturgeon while handling it include using a net pen/basket floating placed next to the vessel.
- While moving the animal or removing it from gear, covering its eyes with a wet towel may help calm it.
- All handling procedures (i.e., measuring, PIT tagging, photographing, and tissue sampling) should be completed as quickly as possible, and should not exceed 20 minutes from when the sturgeon is first brought on board the vessel or 30 minutes if placed in a holding tank (see above). Handling procedures should be prioritized in the following order: (1) collect a tissue sample (see procedure described below); (2) scan for existing PIT tags, apply new PIT tag if no pre-existing PIT tag is found; (3) measure the animal; (4) photograph the animal. If all of the handling procedures cannot be completed within 20 minutes, the animal should be returned to the water; indicate which procedures were not completed when reporting the incidental take to NMFS.

6.3 Relocating

- Sturgeon will be released immediately after capture, away from the dredge site or into already dredged areas, unless the relocation trawler is equipped with a suitable well-aerated seawater holding tank, container, trough, or pool where a maximum of a single fish may be held for not longer than 30 minutes before it must be released or relocated away from the dredge site. The area in which a sturgeon will be relocated is provided in PDCs PSO.11-13 with the exact location determined by the PSO.

6.4 Data Recording

- Length measurements for all sturgeon should be taken as a straight line measurement from the snout to the fork in the tail (i.e., fork length), and as a straight line measurement from the snout to the tip of the tail (i.e., total length) (Figure 78). Do not measure the curve of the animal's body.

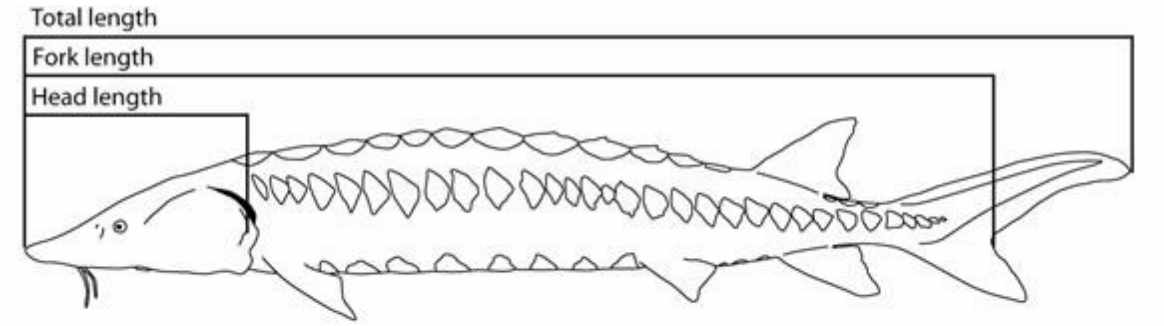


Figure 78. Diagram of different types of measurements for sturgeon.
Drawings by Eric Hilton, Virginia Institute of Marine Science in Mohead and Kahn 2010 (Kahn and Mohead 2010).

6.5 Tagging

- Every sturgeon should be scanned for PIT tags along its entire body surface ensuring it has not been previously tagged. The PIT tag readers must be able to read both 125 kHz and 134 kHz tags.
- Animals without an existing PIT tag will receive one that operates at a frequency of 134.2 kHz.
- Sturgeon smaller than 250mm will not be PIT tagged. Sturgeon measuring 250-350 mm total length will only be tagged with 8mm PIT tags. Sturgeon 350 mm or greater will receive standard sized PIT tags (e.g., 11 or 14 mm).
- PIT tags should be implanted to the left of the spine immediately anterior to the dorsal fin, and posterior to the dorsal scutes (Figure 79). This positioning optimizes the PIT tag's readability over the animal's lifetime. If necessary, to ensure tag retention and prevent harm or mortality to small juvenile sturgeon of all species, the PIT tag can also be inserted at the widest dorsal position just to the left of the 4th dorsal scute.
- Scan the newly implanted tag following insertion to ensure it is readable before the animal is released. If the tag is not readable, 1 additional tag should be implanted on the opposite side following the same procedure, if doing so will not jeopardize the safety of the animal.

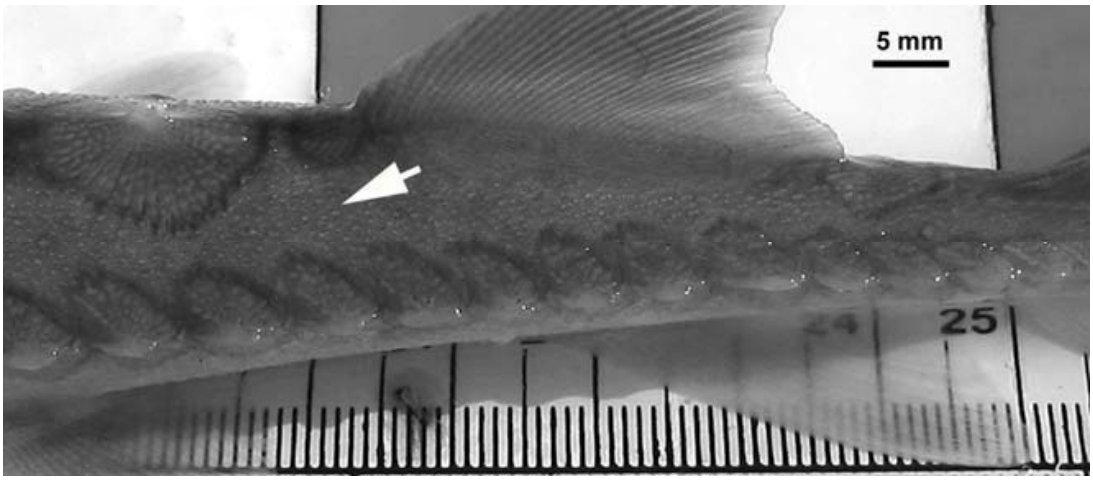


Figure 79. Standardized Location for PIT Tagging all Gulf, Atlantic, and shortnose sturgeon (Photo Credit: J. Henne, USFWS)

6.6 Genetic Sampling

- Tissue samples should be a small (1.0 cm^2) fin clip collected from soft pelvic fin tissue. Use a knife, scalpel, or scissors that has been thoroughly cleaned and wiped with alcohol.
- Collected genetic samples must be stored in accordance with the requirements described in PSO PDC Section 3 above.

7 Smalltooth Sawfish Handling, Tagging and Genetic Sampling Protocol for Relocation Trawling

7.1 Identification

- The smalltooth sawfish is distinguished by the 22 to 29 teeth located on each side of the rostrum and the lack of a bottom lobe on the caudal (tail) fin (Figure 80).

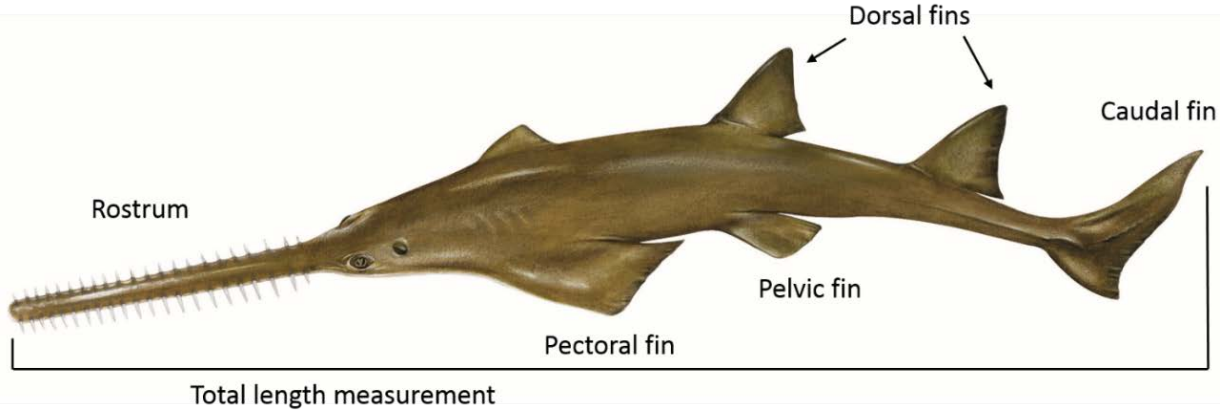


Figure 80. Image of a smalltooth sawfish.

7.2 Handling

- Attempt to release the sawfish directly from the net by pulling the net alongside the vessel and cutting the net sections that are entangled. Keep the sawfish in the water as much as possible during this process.
- Only bring the sawfish aboard the vessel if absolutely necessary to free it from the net. Larger animals should never be brought aboard due to the difficulty of returning them safely to the water. If necessary to bring a smaller animal aboard to free it from the net, make sure to keep sawfish wet and work quickly to get it safely back in the water. Smaller sawfish can be returned to the water by 2 people with the first person grasping the animal at the base of the rostrum with one hand and supporting the mid-section with the other. The second person can grasp the animal at the base of the tail and support the mid-section with the other hand.
- Use caution when near the rostrum as it can sweep side-to-side and cause injury during handling.
- Do not grab the sawfish by the spiracles (holes on the top of the head).

7.3 Relocating

- Do not relocate smalltooth sawfish. It is more important to release them as soon as possible as described above.

7.4 Data Recording

- Record the total length of the sawfish and the number of teeth on each side of the rostrum (saw). Estimate the length and number of teeth based on the photo taken of the sawfish in the net, if necessary.

7.5 Tagging and Genetic Sampling

- Tagging and genetic sampling of smalltooth sawfish is not required under this Opinion and priority should be given to quickly and safely release the animals due to the sensitivity of these animals to being handled.
- If the sawfish is brought aboard the vessel to untangle it from the net, scan the sawfish for a PIT tag generally located in the muscles at the base of the first or second dorsal fin.
- If no PIT tags are found, implant a BIOMARK HPT 12 PIT tag (12.5 mm in length, 134.2 kHz) under the skin directly adjacent to the second dorsal fin.
- Scan the newly implanted tag following insertion to ensure it is readable before the animal is released. If the tag is not readable, 1 additional tag should be implanted on the opposite side following the same procedure, if doing so will not jeopardize the safety of the animal.
- If a tissue sample is taken, it should consist of a small (1.0 cm^2) fin clip taken from the posterior edge of one of the pelvic fins. Use a thoroughly cleaned (wiped with alcohol) knife, scalpel, or scissors to collect the sample.
- Collected genetic samples must be stored in accordance with the requirements described in PSO PDC Section 3 above.

7.6 Additional Resources for Review

- Sawfish Fact Sheet (https://www.fisheries.noaa.gov/resource/educational-materials/endangered-smalltooth-sawfish-fact-sheet)
- Sawfish Handling, Release, and Reporting Procedures (https://www.fisheries.noaa.gov/resource/educational-materials/endangered-sawfish-handling-release-and-reporting-procedures)

8 Giant Manta Handling Data Recording, and Genetic Sampling Protocol for Relocation Trawling

8.1 Identification

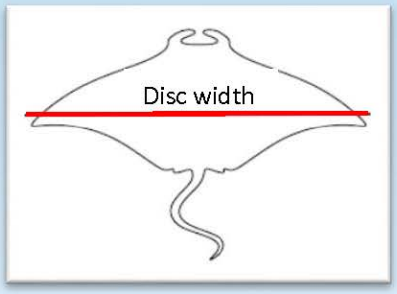
NOAA FISHERIES

Mobula Ray Identification Guide For Fisheries Observers

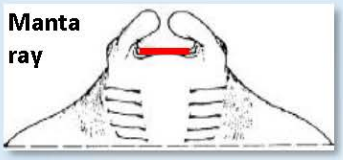
Purpose: This guide is intended to assist fishery observers in the visual identification of the giant manta ray and several devil ray species that occur in the Southeast and Mid-Atlantic.

General Observations: The size, coloring patterns, and a few morphological differences can be used to distinguish between species.

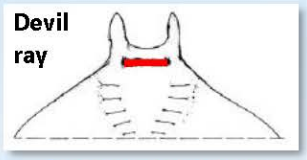
- Giant manta rays are larger than devil rays. Measurements should be taken by estimating the distance over their wingspan ["Disc Width" (DW)].



- Giant manta rays have a terminal mouth (i.e., mouth points straight forward, in front of the head); Devil rays have a sub-terminal mouth (i.e., mouth beneath the head).



Terminal mouth



Sub-terminal mouth

Manta birostris

Common Names: Giant Manta Ray, Oceanic Manta Ray

Status: U.S.: Listed as *Threatened* under Endangered Species Act.

Size: Up to 700 cm DW; appx. 200 cm DW at birth.

Dorsal Coloration: Black with distinct white patches creating a T-shaped shoulder pattern.

Ventral Coloration: White with dark spots; spots rarely found between gill slits. Dark shading along the posterior edges of the pectoral fins.



NOAA Fisheries, Southeast Region, Protected Resources Division

Mobula mobular

Common Names: Giant Devil Ray, Spinetail Devil Ray

Status: U.S.: Not listed. International Union for Conservation of Nature (IUCN): *Endangered*

Size: Up to 520 cm DW

Dorsal Coloration: Predominantly dark gray; with a black (crescent shape) stripe that runs from side to side on upper shoulders. White tip on the dorsal fin.

Ventral Coloration: White.



Mobula tarapacana

Common Names: Chilean Devil Ray, Sicklefin Devil Ray, Box Ray

Status: U.S.: Not listed. IUCN: *Vulnerable*

Size: Up to 340 cm DW

Dorsal Coloration: Golden brown to olive green.

Ventral Coloration: Predominately white with gray shading along the posterior margin of pectoral fins.



Mobula hypostoma

Common Names: Atlantic Devil Ray, Lesser Devil Ray

Status: U.S.: Not listed. IUCN: *Data Deficient*

Size: Up to 120 cm DW

Dorsal Coloration: Variable, brown, gray to black. Sometimes have a dark gray/black stripe that runs from side to side on the "neck" right behind the eyes.

Ventral Coloration: White.



Figure 81. Mobula Ray Identification Guide

8.2 Handling

- Removing the giant manta ray from the water can increase the likelihood of injuries, mostly due to the crushing the animal's organs due to the weight of gravity.
- If a manta ray needs to be brought aboard, support the ray's weight by at least 2 points (i.e. one point of contact being the midsection, and the other being the posterior end of the body) or preferably have 2 or 3 people carry the ray by the sides of each wing.
- Follow the safe handling guidance: https://www.fisheries.noaa.gov/webdam/download/91927887

8.3 Relocating

- Do not relocate giant manta rays. Release them immediately, as described above.

8.4 Data recording

- Record the total disc width from wing tip to wing tip, as shown in the *Mobula Ray Identification Guide for Fisheries Observers* (Figure 81). Estimate the disc width, if released directly from the net and not brought aboard the vessel.
- Photograph animal. Manta's have unique spot patterns on the ventral side used for identification so photograph as much of the animal as possible without flipping or manipulating the animal.

8.5 Tagging and Genetic Sampling

- Tagging and genetic sampling of giant manta rays is not required under this Opinion and priority should be given to quickly and safely release the animals due to the sensitivity of these animals to being handled. Tagging of giant mantas is not recommended under the 2020 SARBO unless it is part of cooperative research with NMFS.
- If a tissue samples is taken, it should be a small tissue (1.0 cm2) fin clip taken from dorsal fin or posterior edge of pectoral fin. Use a knife, scalpel, or scissors that has been thoroughly cleaned and wiped with alcohol.
- Collected genetic samples must be stored in accordance with the requirements described in PSO PDC Section 3 above.

8.6 Additional Resources for Review

- Giant manta ray safe handling guidelines, https://repository.library.noaa.gov/view/noaa/22926 (Carlson et al. 2019).
- The giant manta ray can be visually distinguished from other rays by size, coloring, and a few morphological differences, as shown in *Mobula Ray Identification Guide for Fisheries Observers* (Figure 81).

9 Shark Handling, Tagging and Genetic Sampling Protocol for Relocation Trawling

9.1 Identification

Scalloped hammerhead and oceanic whitetip shark are ESA-listed species occurring within the action area. However, oceanic whitetip shark are a deep water (pelagic) species that are not expected to be captured during relocation trawling. Scalloped hammerhead shark may be encountered during relocation trawling, but are only protected under the ESA if they are a part of the Central and Southwest Atlantic DPS, which would only expected in the U.S. Caribbean (79 FR 38242). Scalloped hammerhead sharks encountered outside of the U.S. Caribbean are not protected under the ESA, but are still expected to be handled according to the PSO guidance in this Appendix.

Identification of both scalloped hammerhead and oceanic whitetip shark are provided on the placard used for the *Shark Identification and Federal Regulations for the Recreational Fishery of the U.S. Atlantic, Gulf of Mexico, and Caribbean* shown in Figure 82 along with identification guidance for other sharks that may be encounter that are not ESA-listed. Safe handling practices outlined in this section will be followed regardless of the ESA-listing status of the shark encountered.

9.2 Handling

- Large sharks should be released directly from the net into the water and not brought aboard the vessel.
- If sharks must be brought aboard to safely remove them from the net, cut the net quickly and release them back to the water. If necessary to bring a smaller animal aboard to free it from the net, make sure to keep shark wet and work quickly to get it safely back in the water. Smaller sharks can be returned to the water by grasping the animal under the jaw and ensuring the jaw is closed. Depending on the size of the shark, this may require 2 hands to hold the jaw closed while a second crew member helps to carry the shark back to the water.
- Sharks are reported to frequently chew through a portion of the net and are retrieved trapped in the net at the gills. In instances such as this, the net will be quickly cut and the shark removed.
- Do not pull sharks free or carry them by the gills.

9.3 Relocating

- Do not relocate sharks. It is more important to release them as soon as possible and described above.

9.4 Data Recording

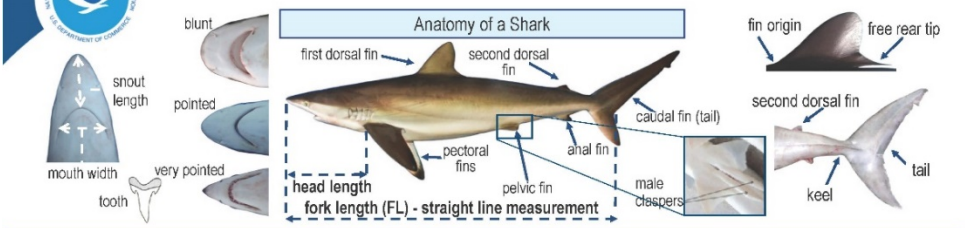
- Record the total length of the shark either by measuring the shark if brought aboard or by estimating the length based on the photo taken of the shark in the net, if necessary.

9.5 Tagging and Genetic Sampling

- Tagging and genetic sampling of sharks is not required under this Opinion and priority should be given to quickly and safely release the animals due to the sensitivity of these animals to being handled.

Shark Identification and Federal Regulations

for the Recreational Fishery of the U.S. Atlantic, Gulf of Mexico and Caribbean



Federal fishing permit required in federal waters. Purchase at hmspermits.noaa.gov.
HMS recreational permit holders that fish for sharks will need to obtain a shark endorsement.

Authorized species	Minimum size (fork lenth)	Bag limit (per trip)
Smoothhound Shark	None	None
Atlantic sharpnose Shark	None	1 per person
Bonnethead Shark	None	1 per person
Shortfin Mako Shark	71 inches male 83 inches female	1 shortfin mako, hammerhead, or other shark per vessel
Hammerheads (great, scalloped, and smooth)	78 inches	
Other sharks	54 inches	

Recreational anglers are required to use non-offset, non-stainless steel circle hooks except when fishing with flies or artificial lures.



All ridgeback sharks are prohibited, except **Tiger, Oceanic Whitetip, and Smoothhound**.
Prohibited ridgeback sharks include **Bignose, Caribbean Reef, Dusky, Galapagos, Night, Sandbar,** and **Silky**. For more details on prohibited species, please refer to the Prohibited Species Placard.

Ridgeback sharks have an **interdorsal ridge** (a visible line, or crease of raised skin between dorsal fins)



Tiger Shark: Snout length much shorter than mouth width; markings fade with age; max. size 15 feet; coastal and offshore



Oceanic Whitetip Shark: Young sharks have black mottling on most fins; does not always have interdorsal ridge; max. size 8 ft; offshore
Cannot be retained if tuna, swordfish, or billfish are onboard

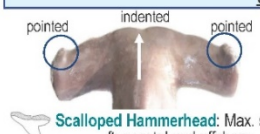


Smoothhound: (a.k.a. smooth dogfish and Florida/Gulf smouthhound) Pre-dorsal ridge present; second dorsal fin slightly smaller than first dorsal fin and much larger than anal fin; max. size 5ft; coastal and offshore



Spiny Dogfish: Max. size 4 ft; coastal and offshore
There are no recreational restrictions for Spiny Dogfish

Scalloped Hammerheads, Great Hammerheads, and Smooth Hammerheads
Cannot be retained if tuna, swordfish, or billfish are onboard



Scalloped Hammerhead: Max. size 11 ft; coastal and offshore

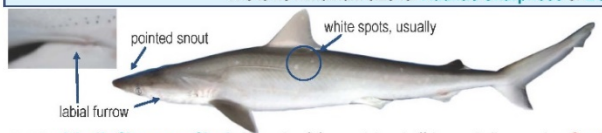


Great Hammerhead: Max. size 15 ft; coastal and offshore



Smooth Hammerhead: Max. size 12 ft; coastal and offshore

There is no minumum size for **Atlantic Sharpnose** or **Bonnethead Sharks**



Atlantic Sharpnose Shark: Max: size 3 ft; coastal and offshore; similar species: Smalltail sharks have very reduced labial furrows and Caribbean Sharpnose sharks lack white spots.



Bonnethead: small, black spots on body; max. size 4 ft; mostly coastal

All sharks are not identical. These are common characteristics. Young sharks can vary in appearance from adults. Maximum sizes are approximate.

Photographs and illustrations provided by NMFS, J. Castro, W.B. Driggers III, E.R. Hoffmayer, and S. Iglésias. Prohibited species are underlined in red
https://www.fisheries.noaa.gov/topic/atlantic-highly-migratory-species. Revised March 2019

If you don't know, let it go

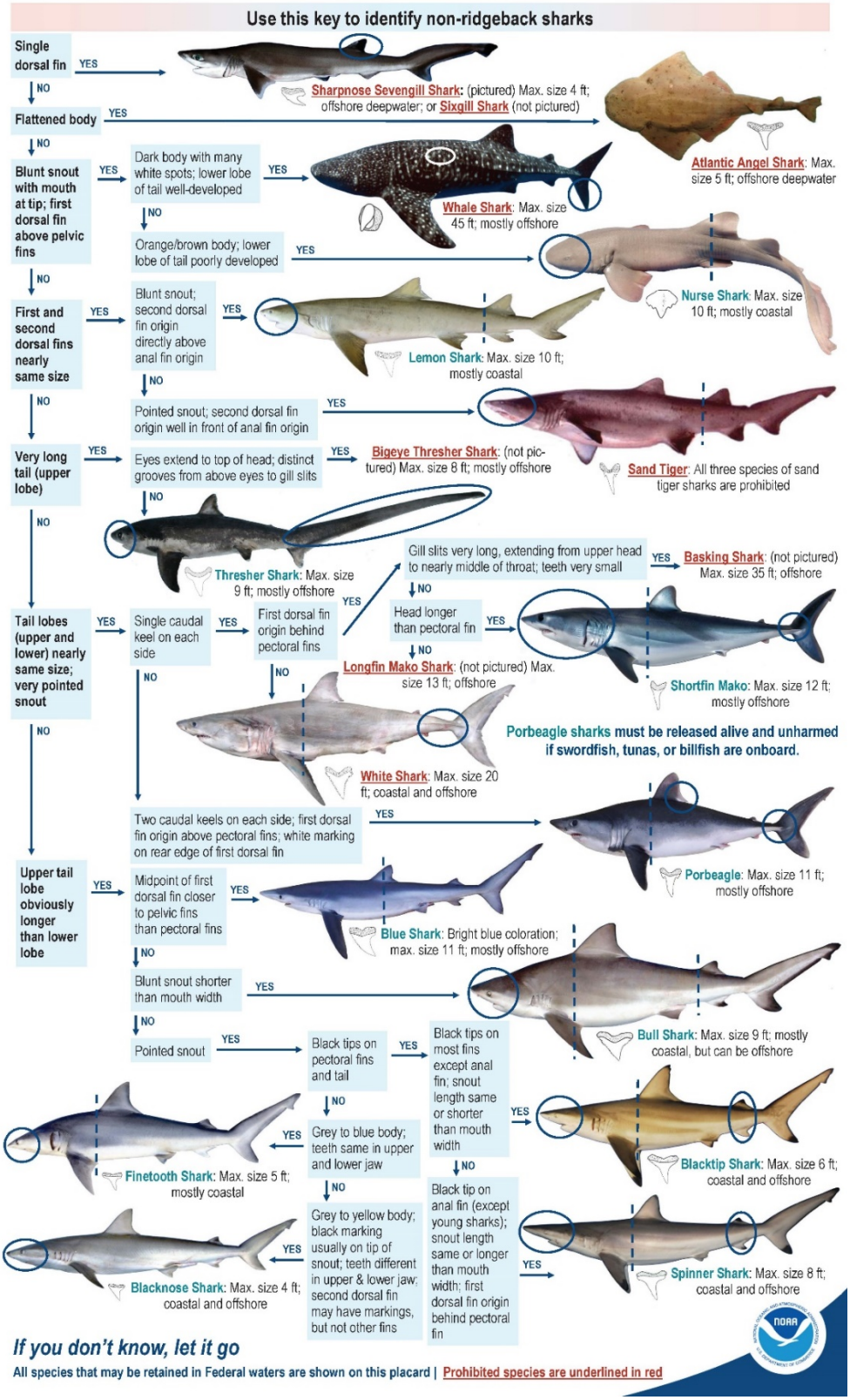


Figure 82. Shark Identification and Federal Regulations for the Recreational Fishery of the U.S. Atlantic, Gulf of Mexico, and Caribbean
(https://www.fisheries.noaa.gov/resource/outreach-and-education/shark-identification-placard)

2020 South Atlantic Regional Biological Opinion (SARBO)
Pre-/Post-Construction Reporting Requirements

All Department of the Army (DA) permits covered by SARBO must comply with the applicable Project Design Criteria (PDCs), including the preparation and submittal of a pre-construction report at least 30 days prior to beginning work and the preparation and submittal of a post-construction report no more than 30 days after completing work in waters of the U.S. This outline is intended to provide a general framework for preparing and submitting pre-/post-construction reports to the Charleston District's Regulatory Division for review and approval. To prevent delays, permittees are encouraged to coordinate with the Corps and to verify that pre-construction reports are complete and include the information necessary for the Corps to prepare the necessary risk-based assessment. Pre-/post-construction reports will also be forwarded to the National Marine Fisheries Service's Southeast Regional Office (see SARBO Section 2.9.5.3, Required Reporting Information) and must include the following information:

File Number: DA Permit Number
Project Name: *For example, (Port Facility) Maintenance Dredging.*
Federal Action Agencies: U.S. Army Corps of Engineers, Charleston District (DA permit). *Other action agencies may include U.S. Environmental Protection Agency (ocean disposal), Bureau of Ocean Energy Management (BOEM) Marine Minerals Program (borrow areas), etc.*
Biological Opinion(s)/Consultations: 2020 SARBO (SERO-2019-03111). *In addition, some projects (beach nourishment, groins, etc.) may require consultation with U.S. Fish and Wildlife Service (FWS Log No. XXXX) and/or additional consultation with NMFS for activities not covered by SARBO (SERO XXXX).* The requirements of each consultation must be included or attached to the pre-/post-construction report to document the effects of the overall project on listed species and designated critical habitat.
Project Location and Summary: A brief description of the project site and the surrounding area. *For example, (the permittee) owns and operates an existing (port facility, marina, etc.), which is located immediately adjacent to the (XXXX River). Although the project site and the upstream and downstream properties are developed with industrial facilities, the (listed species) is known to occur within the (XXXX River) and the area that would be dredged is designated critical habitat for the (listed species). Therefore, the DA permit that was issued by the Corps incudes special conditions requiring the permittee to comply with the applicable PDCs and the permittee has prepared and submitted this pre-construction report and the attached work plan (dated XXXX) to help satisfy this requirement.*
Project Specific Information: A brief description of the previously authorized work and any supplemental (or more detailed) information about the project site or the equipment and methods that will be used to conduct the work since the DA permit was issued. *For example, (the permittee) has conducted additional bathymetric and geotechnical surveys in order to verify that XXXX-cubic yards of beach compatible sand is located within the XXXX-acre borrow area. The available sand will be dredged using a hydraulic cutterhead and pumped to the existing beach using one booster pump and a XXXX-foot long floating pipeline. The work will be conducted in 500-foot sections and a total of XXXX linear feet of existing shoreline will be renourished during the winter months (December through February) to prevent potential impacts to nesting sea turtles. Since the work is being conducted during the North Atlantic right whale migration and calving season, work boats and survey vessels associated with this project will monitor alerts regarding the presence of right whales and comply with the necessary vessel speed*

restrictions when right whales are present in the project area. Post-construction surveys of the borrow area (bathymetric surveys) and the placement areas (beach profile surveys) will be submitted within 30 days of project completion. Long-term monitoring of the borrow area and the beach profile will be prepared and submitted by the permittee in accordance with the (approved monitoring plan dated XXXX).

Contact Information: Address, phone number, and email address for the Corps' project manager, the permittee, the dredging contractor, and the Protected Species Observer (if required).

Protected Species Observations*:* A brief description of any observations that were made by the captain or the crew during construction. If a Protected Species Observer is required (hopper dredging, relocation trawling, etc.) the pre- and post-construction report must include a summary of their observations and findings. The Protected Species Observer's final report should be included as an attachment or submitted separately once any additional information (genetic testing, etc.) is available.

Estimated Start/Stop Date: Required for pre-construction report.

Actual Start/Stop Date: Required for post-construction report.

Project Plans/Supplemental Drawings: Permitted plans are sufficient to document the general location of most project components (acreages, linear footages, and coordinates (latitude and longitude in decimal degrees) of borrow areas, placement areas, etc.). Detailed work plans and contract drawings (vessel routes, pipeline routes, etc.) normally are not available before a DA permit is issued, this additional information must be included in the pre-construction report and is required for the Corps to prepare a risk-based assessment. Coordinates or electronic shape files are also required for each project component and must be forwarded to NMFS for their records.

Designated Critical Habitat (if applicable): Are any of the project components located within designated critical habitat for ESA-listed species (Atlantic sturgeon, North Atlantic right whale)? If so, the location, acreage, square footage, etc. that will be directly impacted (footprint of the borrow area, placement area, etc.) must be documented and reported.

Vessels and Equipment: Describe the specific equipment and the methods that will be used to conduct each project component. All aspects of the project must be identified and described (pre/post construction surveys, maintenance dredging, excavation of borrow areas, beach nourishment, ocean disposal, etc.). This additional information will be used by the Corps and NMFS to prepare a risk-based assessment of the previously authorized work and to improve the quality of future effect determinations for listed species.

Estimated Volume of Dredged Material: Required for the pre-construction report.

Actual Volume of Dredged Material: Required for the post-construction report.

Hopper Dredge Screen Size (if applicable): Justification must be provided for using inflow screens that are larger than 4 by 4 inches. The size of the screen, start and stop dates, number of loads, and the total volume of material dredged using each screen size must be documented and reported.

Unexploded Ordnance (UXO)/Munitions and Explosives of Concern (MEC) Screens (if applicable): Hopper dredging projects that include the use of a UXO/MEC screen require additional coordination with NMFS. Justification must be provided for the specific dimensions of the UXO/MEC screen and the total volume of material dredged using each screen size must be documented and reported. If UXOs/MECs are discovered within the project area or the permittee determines that the use of UXO/MEC screens are required after the DA permit is issued, the permittee must contact the Corps immediately so additional coordination with NMFS can be conducted.

Removal of Hopper Dredge Inflow Screens (if applicable): Justification must be provided for removing inflow screens at any point during the dredging event. Start and stop dates, number of loads, and the total volume of material dredged without inflow screens must be documented and reported. If inflow screens are removed, the permittee must contact the Corps immediately so additional coordination with NMFS can be conducted.

Geophysical and Geotechnical Surveys: Describe the specific equipment (multibeam, singlebeam, towed array, etc.) that was used to gather information about borrow areas and placement areas that are located within waters of the U.S. Prior to conducting any pre-construction or post-construction surveys (including monitoring reports), the permittee must verify that the survey equipment, the settings that will be used, and the timing of the surveys comply with the applicable PDCs. The maximum frequency and power level of the survey equipment, the actual frequency, power level, and duration that the equipment was used, and the dates/times of the surveys must be documented and reported.

Relocation Trawling (if applicable): Describe the specific vessels and equipment that will be used and how the permittee will comply with applicable PDCs, including the requirements of Appendix H (Handling and Reporting Protocol for ESA-listed Species Observed or Encountered and Protected Species Observer Roles and Responsibilities) and Appendix I (Relocation Trawling Net Guidance). Additional information must include the start and end date, total number of days, total number of tows, and an estimate of the number of non-listed species captured during relocation trawling. Please note a separate take report is required to document the lethal or non-lethal take of listed species, and must be included or attached to the pre-/post-construction report.

Other SARBO Requirements (if applicable): SARBO authorizes a variety of different activities and the information that is required to document potential effects to listed species will vary depending on the location and the details of each specific project. *For example, a post-construction report for a beach nourishment project that includes relocation trawling, hopper dredging, a new borrow area in waters of the U.S., and the preparation of detailed monitoring and take reports by NMFS-approved Protected Species Observers would require greater supporting information than a post-construction report for routine maintenance dredging of a berth at an existing port facility.*

Special Conditions of the DA Permit: The following additional information is required to document compliance with the terms and conditions of the DA permit:

Notice of Commencement/Completion: A Notice of Commencement is attached to all DA permits and must be completed and included in the pre-construction report. The Notice of Completion must be completed and included in the post-construction report.

Local Notice to Mariners: A copy of the project specific information that was submitted to the U.S. Coast Guard (USCG) via email must be included in the pre-construction report. The Local Notice to Mariners that was issued by USCG must be included in the post-construction report.

Notice to S.C. Department of Natural Resources' Boating Division: A copy of the project specific information that was submitted to SCDNR and any recommendations/responses that were provided by SCDNR must be included in the pre- and post-construction reports.

Notices to Federal, State or Local Authorities: Some projects require coordination with other Federal, State, or Local Authorities prior to beginning work. *For example, projects that transport and place dredged material in an Ocean Dredged Material Disposal Site require coordination with EPA, or projects that hydraulically pump dredged material into certain Dredged Material Management Areas require coordination with local Mosquito Control Programs.*

Other Permit Requirements: Additional information that may be required to satisfy other special conditions of the DA permit.

Attachments

Appendix A: Approved plans, such as location maps and permit drawings

Appendix B: Supplemental information, such as contract drawings that provide greater detail about the borrow area, placement area, staging area(s), pipeline location, etc.

Appendix C: A copy of the Local Notice to Mariners and/or the information provided to the U.S. Coast Guard and the S.C. Department of Natural Resources' Boating Division

Appendix D: A copy of the information provided to Federal, State, or Local Authorities, such as the Local Mosquito Control Program

Appendix E: A copy of the Notice of Commencement and/or Notice of Completion

Appendix F: A copy of any pre-/post-dredging survey(s). Bathymetric surveys are normally required to document the depth of berths and channels that are dredged to provide navigation access, the footprint and depth of borrow areas and placement areas that are located in waters of the U.S., and the presence or absence of natural resources (hard bottom) or cultural resources.

Appendix G: Any observations or any measures taken by the captain, the crew, and/or the Protected Species Observers (if required) to avoid potential effects to listed species during construction

Appendix H: A copy of the PSO's report and/or any take reports (if required)

Appendix I: Other information required to document or report potential effects to listed species.

Appendix E. 2020 SARBO Sturgeon PDCs

The PDCs in Appendix E apply to all projects that occur within rivers where Atlantic and shortnose sturgeon are known to occur, as defined in this appendix. These requirements are in addition to any other applicable PDCs outlined the 2020 SARBO PDCs.

Alternative review: In limited instances, a project may be authorized under the 2020 SARBO if it does not adhere to all applicable PDCs, under the Alternative Process for Project Specific Review and Inclusion of Projects with Substantially Similar Effects outlined in Section 2.9.5 of the 2020 SARBO. As described in the 2020 SARBO, projects that do not strictly comply with all applicable PDCs, but have substantially similar effects, may be authorized under 2020 SARBO if the project undergoes separate review and approval by NMFS prior to beginning work. Projects that cannot meet all relevant PDC requirements or that do not fit under the alternative review process outlined in Section 2.9.5 of the 2020 SARBO, will require individual Section 7 consultation. Any area previously authorized or permitted to be dredged or have material placed within the action area and analyzed in a separate individual Section 7 consultation may be maintained to the same dredge or fill template under this Opinion if it meets all of the PDCs of this Opinion.

1 Description of the Area Sturgeon PDCs Apply

For the 2020 SARBO, the Sturgeon PDCs were designed to protect all 5 DPSs of Atlantic sturgeon and shortnose sturgeon and critical habitat features for Atlantic sturgeon critical habitat in the action area. Within the action area, there is designated critical habitat for the Carolina and SA DPSs of Atlantic sturgeon. The location of each Atlantic sturgeon critical habitat unit and the features of critical habitat essential to conservation of the Carolina and SA DPSs are provided in the Sturgeon PDC Section 1.1.

Sturgeon PDC Section 1.2 defines the area where these PDCs will apply. This area includes rivers outside of designated critical habitat for Atlantic sturgeon, but where adherence to the sturgeon PDCs is still required for projects covered under 2020 SARBO. Atlantic and shortnose sturgeon have similar life history characteristics, occupy many of the same rivers, and use many of the same general habitat types for similar life cycle functions. Therefore, PDCs protective of one species, will largely be protective of the other.

1.1 Atlantic Sturgeon Critical Habitat and its Features

Fourteen units of Atlantic sturgeon critical habitat occur within action area. This includes 7 units of critical habitat designated for the Carolina distinct population segment (DPS)(i.e., North Carolina to northern portions of South Carolina) and 7 units designated for the SA DPS (i.e., southern portions of South Carolina to the Florida/Georgia border). These critical habitat units are defined in the Final Rule designating Atlantic Sturgeon critical habitat (82 FR 39160; Publication Date August 17, 2017) and provided in Figure 55 below. They are also available for download on the NMFS Southeast Region website at https://sero.nmfs.noaa.gov/maps_gis_data/index.html.

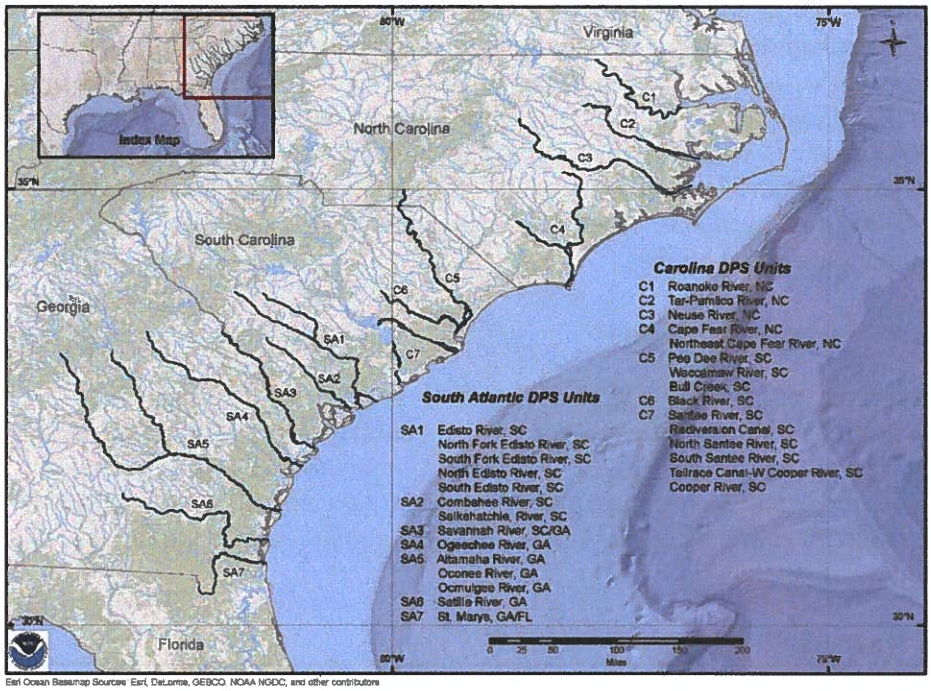


Figure 55. Atlantic sturgeon critical habitat rivers

The Final Rule designating Atlantic sturgeon critical habitat (82 FR 39160; Publication Date August 17, 2017) determined the 4 physical features essential for the conservation of Atlantic sturgeon belonging to the Carolina and SA DPSs are those habitat components that support successful reproduction and recruitment. These are:

(1) Hardbottom substrate (e.g., rock, cobble, gravel, limestone, boulder, etc.) in low salinity waters (i.e., 0.0-0.5 parts per thousand range) for settlement of fertilized eggs and refuge, growth, and development of early life stages;

(2) Aquatic habitat inclusive of waters with a gradual downstream gradient of 0.5 up to as high as 30 parts per thousand and soft substrate (e.g., sand, mud) between the river mouth and spawning sites for juvenile foraging and physiological development;

(3) Water of appropriate depth and absent physical barriers to passage (e.g., locks, dams, thermal plumes, turbidity, sound, reservoirs, gear, etc.) between the river mouth and spawning sites necessary to support:
   (i) Unimpeded movement of adults to and from spawning sites;
   (ii) Seasonal and physiologically dependent movement of juvenile Atlantic sturgeon to appropriate salinity zones within the river estuary; and
   (iii) Staging, resting, or holding of subadults or spawning condition adults. Water depths in main river channels must also be deep enough (at least 1.2 m) to ensure continuous flow in the main channel at all times when any sturgeon life stage would be in the river;

(4) Water quality conditions, especially in the bottom meter of the water column, with temperature and oxygen values that support:
   (i) Spawning;

(ii) Annual and inter-annual adult, subadult, larval, and juvenile survival; and
(iii) Larval, juvenile, and subadult growth, development, and recruitment. Appropriate temperature and oxygen values will vary interdependently, and depending on salinity in a particular habitat. For example, 6.0 mg/L DO or greater likely supports juvenile rearing habitat, whereas DO less than 5.0 mg/L for longer than 30 days is less likely to support rearing when water temperature is greater than 25°C. In temperatures greater than 26°C, DO greater than 4.3 mg/L is needed to protect survival and growth. Temperatures of 13 to 26 °C likely support spawning habitat.

1.2 Area where Sturgeon PDCs Apply

For 2020 SARBO, the Sturgeon PDCs apply in the rivers used by Atlantic and/or shortnose sturgeon, including those designated as Atlantic sturgeon critical habitat for the Carolina and SA DPSs (82 FR 39160, Publication Date August 17, 2017), and also in smaller rivers in the action area that Atlantic and/or shortnose sturgeon occupy for a portion of the year. All rivers where PDCs apply are listed in Table 56 and in Sturgeon PDCs Section 2 and are referred to as sturgeon rivers throughout the document.

2 Sturgeon PDCs for SARBO

The following PDCs apply to all rivers occupied by Atlantic and/or shortnose sturgeon, as defined in Sturgeon PDC Section 1.2 above. The sturgeon PDCs provided below are in addition to any other applicable PDCs provided in 2020 SARBO.

STURGEON.1 No in-water placement is allowed in sturgeon rivers, including side-cast dredging and nearshore placement.

STURGEON.2 Dredging operations, including related equipment, and projects conducted by other entities in the vicinity will not block more than 50% of the sturgeon river width to allow safe passage of sturgeon.

STURGEON.3 Dredging in sturgeon rivers will follow the restrictions in Sturgeon PDC Section 3. Activities are not covered under this Opinion that occur above the upstream river mile identified in the tables in this section for each sturgeon river.

3 Sturgeon River Dredging Restrictions

Table 56 identifies portions of rivers, and times of year, where dredging may be harmful to Atlantic and/or shortnose sturgeon in all known sturgeon spawning rives as well as to protect the essential features of Atlantic sturgeon critical habitat. Information was gathered to identify all of the known Atlantic and shortnose sturgeon aggregation sites so that those sections of the river could be protected during periods of time that higher numbers of sturgeon may be present. In addition, water quality data in these rivers was reviewed from the available water quality monitoring gauges that are referenced in the tables. Areas of the river were identified that had recorded DO levels and temperatures that may be stressful to sturgeon using the limits of DO and temperature identified in Atlantic sturgeon critical habitat rule for critical habitat physical feature 4 (provided in Sturgeon PDC Section 1.1 above).

Table 56 identifies all sturgeon rivers along with the river miles and months the restrictions apply.[89] The restrictions identified are A-D described below. The restrictions are based on a combination of available river water quality and seasonal aggregation information, which will be updated during the SARBO annual review (Section 2.9 of 2020 SARBO) as with any available new information. Aggregation areas identified in Table 56 are also shown in Figure 56-Figure 72 Projects occurring in these sturgeon spawning rivers must follow the most recent information and restrictions in the tables to be covered under 2020 SARBO, which will be available on the NMFS SARBO webpage (https://www.fisheries.noaa.gov/content/southeast-dredging)

[89]River Mile zero – River mile zero is defined as the intersection of the river middle line with a line running from the two farthest downstream natural river edges (does not include jetties).

Table 56. Sturgeon River Dredging Restrictions

River	Section of River (river mile [RM])	Aggregation Data (river mile)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Chowan River	Any (no upper river work limit)	No data	A	A	A	A	A	D	D	D	D	A	A	A
Roanoke River	0-8.8 (near Weyerhaeuser Paper Plant)	No data	A	A	A	A	A	A	B	A	A	A	A	A
Roanoke River	8.8-127 (U.S. 301 Bridge, near Weldon, North Carolina) (upper river work limit)	No data	A	A	A	A	A	A	A	A	A	A	A	A
Tar - Pamlico River	0-21.9 (mouth of Bath Creek)	No data	A	A	A	A	A	B	B	B	B	A	A	A
Tar - Pamlico River	21.9-60 (U.S. Highway 13, near Greenville, North Carolina) (upper river work limit)	No data	A	A	A	A	A	A	A	A	A	A	A	A
Neuse River	0-23.8 (near Neuse River Recreation Area)	No data	A	A	A	B	B	B	B	B	B	B	A	A
Neuse River	23.8-37.5 (near Shad Cove/Goose Creek)	No data	A	A	A	A	A	B	B	B	B	B	A	A
Neuse River	37.5-43 (Route 43 Bridge, near (upper river work limit)	No data	A	A	A	A	A	A	A	A	A	A	A	A
New River	0-5.5 (Sneads Ferry Rd Bridge/Route 172)	No data	A	A	A	A	A	A	A	A	A	A	A	A
New River	5.5+ (no upper river work limit)	No data	A	A	A	A	A	B	B	B	B	A	A	A
Cape Fear River	0-21.9 (near Watermark Marina)	None identified	A	A	A	A	A	A	B	B	B	A	A	A
Cape Fear River	21.9-40 (upstream of Lake Sutton) (upper river work limit)	None identified	A	A	A	A	A	B	B	B	B	A	A	A
Northeast Cape Fear River	0-23.1 (Confluence with Cape Fear River – I-40 Bridge)	No data	A	A	A	A	A	B	B	B	B	B	A	A
Northeast Cape Fear River	23.1-40 (Croomsbridge Road Bridge) (upper river work limit)	No data	A	A	A	A	A	A	B	A	A	A	A	A
Great Pee Dee River	0-6.3 (near Jehrico Creek)	None identified	A	A	A	A	A	B	B	B	B	A	A	A

River	Section of River (river mile [RM])	Aggregation Data (river mile)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Great Pee Dee River	6.3-29.4 (U.S. 701 Bridge)	None identified	A	A	A	A	A	A	A	B	B	A	A	A
Great Pee Dee River	29.4-43 (near Petersfield Landing) (upper river work limit)	None identified	A	A	A	A	A	B	B	B	B	A	A	A
Waccamaw River	0-8.1 (near Hagley Landing)	None identified	A	A	A	A	A	B	B	B	B	A	A	A
Waccamaw River	8.1-21 (near Bucksport Marina) (upper river work limit)	None identified	A	A	A	A	A	B	B	B	B	B	A	A
Bull Creek/Big Bull Creek	0-62 (Confluence with Waccamaw River – Confluence with Great Pee Dee River)	No data	A	A	A	A	A	D	D	D	D	A	A	A
Black River	0-4.1 (near Wedgefield Plantation Country Club)	None identified	A	A	A	A	A	A	B	B	B	A	A	A
Black River	4.1-44 (Simms Reach Rd Bridge) (upper river work limit)	None Identified to RM 15; No data above RM 15	A	A	A	A	A	B	B	B	A	A	A	A
Sampit River	Any (no upper river work limit)	None identified	A	A	A	A	A	B	B	B	B	A	A	A
Rediversion Canal	0-5 (Confluence with Santee Mainstem-Base of St. Stephen Powerhouse)	No data	A	A	A	A	A	D	D	D	D	A	A	A
Santee River	Confluence with North and South Santee-64 (U.S. 52 Bridge) (upper river work limit)	None identified	A	A	A	A	A	A	A	A	A	A	A	A
North Santee River	0-Confluence with Santee Mainstem	None identified	A	A	A	A	A	A	A	A	A	A	A	A
South Santee River	0-Confluence with Santee Mainstem	None identified	A	A	A	A	A	A	A	A	A	A	A	A
Cooper River	0-1.9 (U.S. 17 Bridge)	None identified	A	A	A	A	A	A	A	A	A	A	A	A
Cooper River	1.9-10.6 (I-526 Bridge)	None identified	A	A	A	A	A	A	B	B	B	A	A	A
Cooper River	10.6-35 (Railroad trestle bridge) (upper river work limit)	22.5-31(near Bushy Point)	A	A	A	A	A	C	C	C	C	C	A	A

River	Section of River (river mile [RM])	Aggregation Data (river mile)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Ashley River	0-9.7 (I-526 Bridge)	None identified	A	A	A	A	A	B	B	B	B	A	A	A
Ashley River	9.7-22.5	None identified	A	A	A	A	B	B	B	B	B	A	A	A
Ashley River	22.5+ (no upper river work limit)	None identified	A	A	A	A	A	B	B	B	B	A	A	A
Edisto River	Confluence with North and South Edisto-49 (U.S. Alternate 17 Bridge) (upper river work limit)	None identified	A	A	A	A	A	A	A	A	A	A	A	A
North Edisto River	0-5 (near Leadenwah Creek)	None identified	A	A	A	A	A	A	A	B	A	A	A	A
North Edisto River	5-12.5 (Confluence with Edisto River)	None identified	A	A	A	A	A	B	B	B	B	A	A	A
South Edisto River	0-8.8 (near Raccoon Island)	None identified	A	A	A	A	A	A	B	A	B	A	A	A
South Edisto River	8.8-12.5 (Confluence with Edisto River)	None identified	A	A	A	A	A	A	A	A	A	A	A	A
Ashepoo River	Any (no upper river work limit)	No data	A	A	A	A	A	D	D	D	D	A	A	A
Combahee - Salkehatchie River	0-8.2 (near Fields Point)	No data	A	A	A	A	A	A	B	B	B	A	A	A
Combahee - Salkehatchie River	8.2-60 (I-95 bridge)	No data	A	A	A	A	A	D	D	D	D	A	A	A
Savannah River	0-65 (Railroad Avenue/Clyo Road near Clyo, Georgia)	21.1 (near Port Wentworth, Georgia)-32	A	A	A	A	C	C	C	C	C	C	A	A
Ogeechee River	0-62 (State Route 26/U.S. 80 bridge near Eden, Georgia) (upper river work limit)	24-37 (near Richmond Hill, Georgia)	A	A	A	A	A	C	C	C	C	C	A	A
Altamaha River	0-93 (Confluence Oconee/ Ocmulgee Rivers)	10.5-17.5 (near I-95; U.S. Alternate 17 Bridges)	A	A	A	A	C	C	C	C	C	C	A	A
Satilla River	0-50	20-28.75	A	A	A	A	A	A	C	C	C	C	A	A

River	Section of River (river mile [RM])	Aggregation Data (river mile)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	(Georgia State Route 252 Bridge) (upper river work limit)	(Woodbine, Georgia)												
St. Mary's River	0-4 (Intracoastal Waterway [IWW])	None identified	A	A	A	A	A	A	A	A	A	A	A	A
St. Mary's River	IWW-21 (I-95 bridge) (upper river work limit)	12.5-22	A	A	A	A	C	C	C	C	C	C	A	A
St Johns	0-11 (I-295 bridge near Blount Island, Florida)	None identified	A	A	A	A	A	A	A	B	B	A	A	A
St Johns	11+ (no upper river limit)	None identified	A	A	A	A	A	B	B	B	B	A	A	A

The dredging restriction categories for sturgeon rivers described below apply only to Sturgeon Rivers in the sections and times identified in Table 56. The decision process of how restrictions about restrictions were made is based on the information available as described in Table 57. Sturgeon River Dredging Restriction Decision Process Based on Available Information. These restrictions are in addition to the 2020 SARBO PDCs such as hopper dredging requirements and reporting requirements.

A. All dredge types may be used during these months.

B. All dredge types may be used during these months. However, cutterhead dredging will be monitored for take according to the guidelines in Sturgeon PDC Section 4.

C. All dredge types may be used during these months outside of the aggregation areas identified by time and location in Table 56. Aggregation areas are also shown in Figure 56-Figure 72. Cutterhead dredging will be monitored for take according to the guidelines in Sturgeon PDC Section 4.

D. No dredging allowed during these months

Table 57. Sturgeon River Dredging Restriction Decision Process Based on Available Information

Aggregation Area	Water Quality Data	Sturgeon River Dredging Restriction
Data available: None identified	Data available: Water quality acceptable	A
Data available: None identified	Data available: Historically low DO and high temperatures	B
Data available: None identified	No data available	B (June 1–September 30)
Data available: Areas identified	Data available: Water quality acceptable	C
Data available: Areas identified	Data available: Historically low DO and high temperatures	C
Data available: Areas identified	No data available	C
No data available	Data available: Water quality acceptable	A
No data available	Data available: Historically low DO and high temperatures	B (June 1–September 30)
No data available	No data available	D (June 1–September 30)



Figure 56. Roanoke River
River Mile 0 is marked with a yellow pin and yellow line. The upper river limit is also marked with a yellow pin. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line.



Figure 57. Tar-Pamlico River
River mile 0 is marked with a yellow pin and yellow line. The upper river limit is also marked with a yellow pin. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line.



Figure 58. Neuse River
River mile 0 is marked with a yellow pin and yellow line. The purple-shading indicates the USACE maintained channel in the Neuse River. The upper river limit is also marked with a yellow pin. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line.



Figure 59. Northeast Cape Fear River
River mile 0 is marked with a yellow pin and yellow line. The upper river limit is also marked with a yellow pin. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line.



Figure 60. Cape Fear River
River mile 0 is marked with a yellow pin and yellow line. The purple-shading indicates the USACE maintained channel in and around Wilmington Harbor and the Cape Fear River. The upper river limit is also marked with a yellow pin. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line.



Figure 61. Great Pee Dee River
River mile 0 is marked with a yellow pin and yellow line. The purple-shading indicates the USACE maintained channel in and around Winyah Bay. The upper river limit is also marked with a yellow pin. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line.

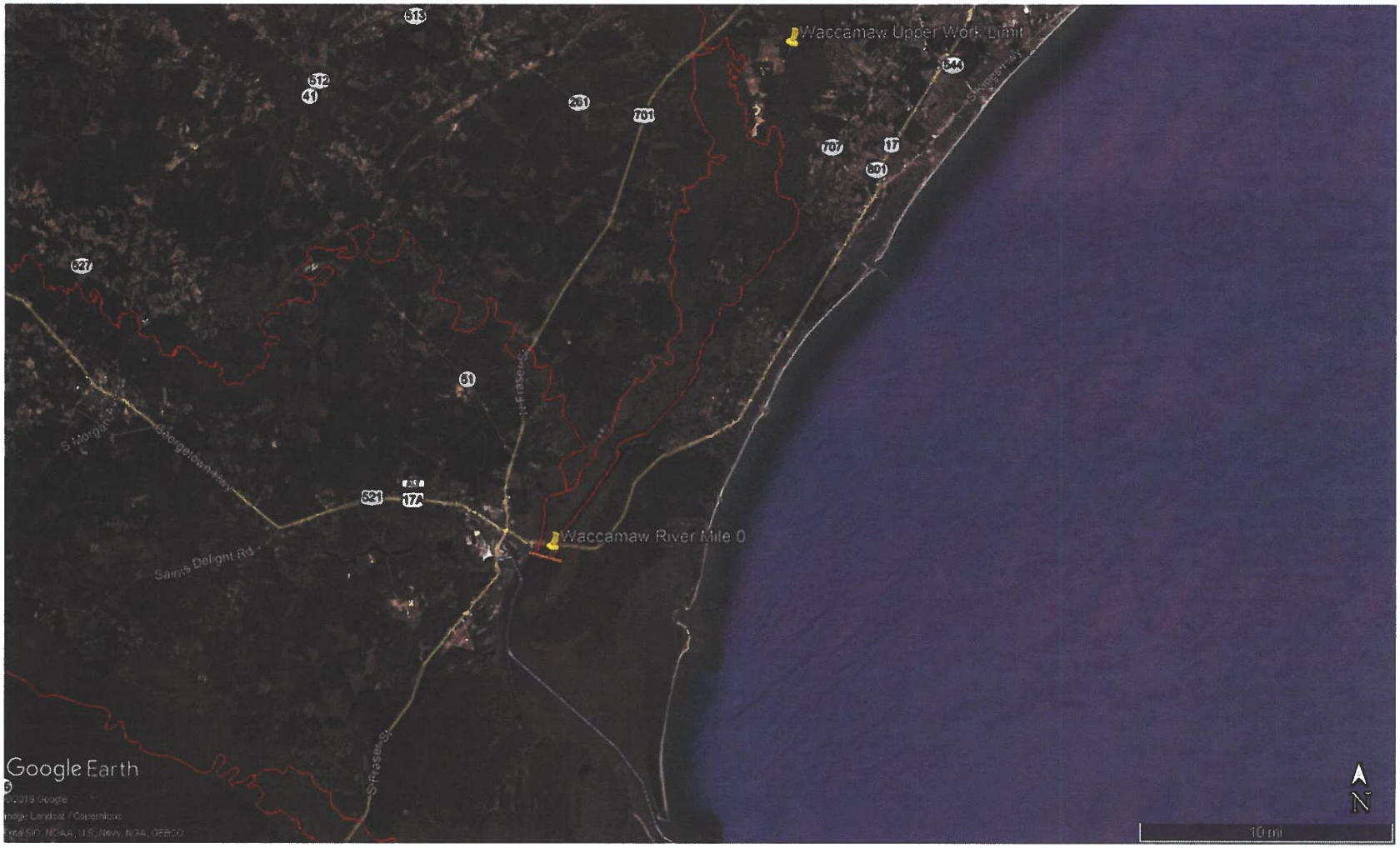


Figure 62. Waccamaw River
River mile 0 is marked with a yellow pin and yellow line. The purple-shading indicates the USACE maintained channel in and around Winyah Bay. The upper river limit is also marked with a yellow pin. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line.



Figure 63. Black River
River mile 0 is marked with a yellow pin and yellow line. The purple-shading indicates the USACE maintained channel in and around Winyah Bay. The upper river limit is also marked with a yellow pin. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line.



Figure 64. North/South and Mainstem Santee River with the Rediversion Canal
River mile 0 for the South Santee and North Santee rivers are marked with a yellow pin and yellow line. Yellow pins also mark the confluence of the South Santee and North Santee river with the mainstem of the Santee River. The upper work limit on the Santee River is also marked, along with the St. Stephen Powerhouse, and the confluence of the Rediversion Canal with the mainstem of the Santee River. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line.



Figure 65. Cooper River
River mile 0 is marked with a yellow pin and yellow line. The purple-shading indicates the USACE maintained channel in and around Charleston Harbor. The white-shaded box is the aggregation area. The upper river limit is marked with a yellow pin. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line.



Figure 66. North/South and Mainstem Edisto River
River mile 0 for both the South Edisto and North Edisto rivers is marked with a yellow pin and yellow line. The upper work limit for the Edisto River marked with a yellow pin. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line.

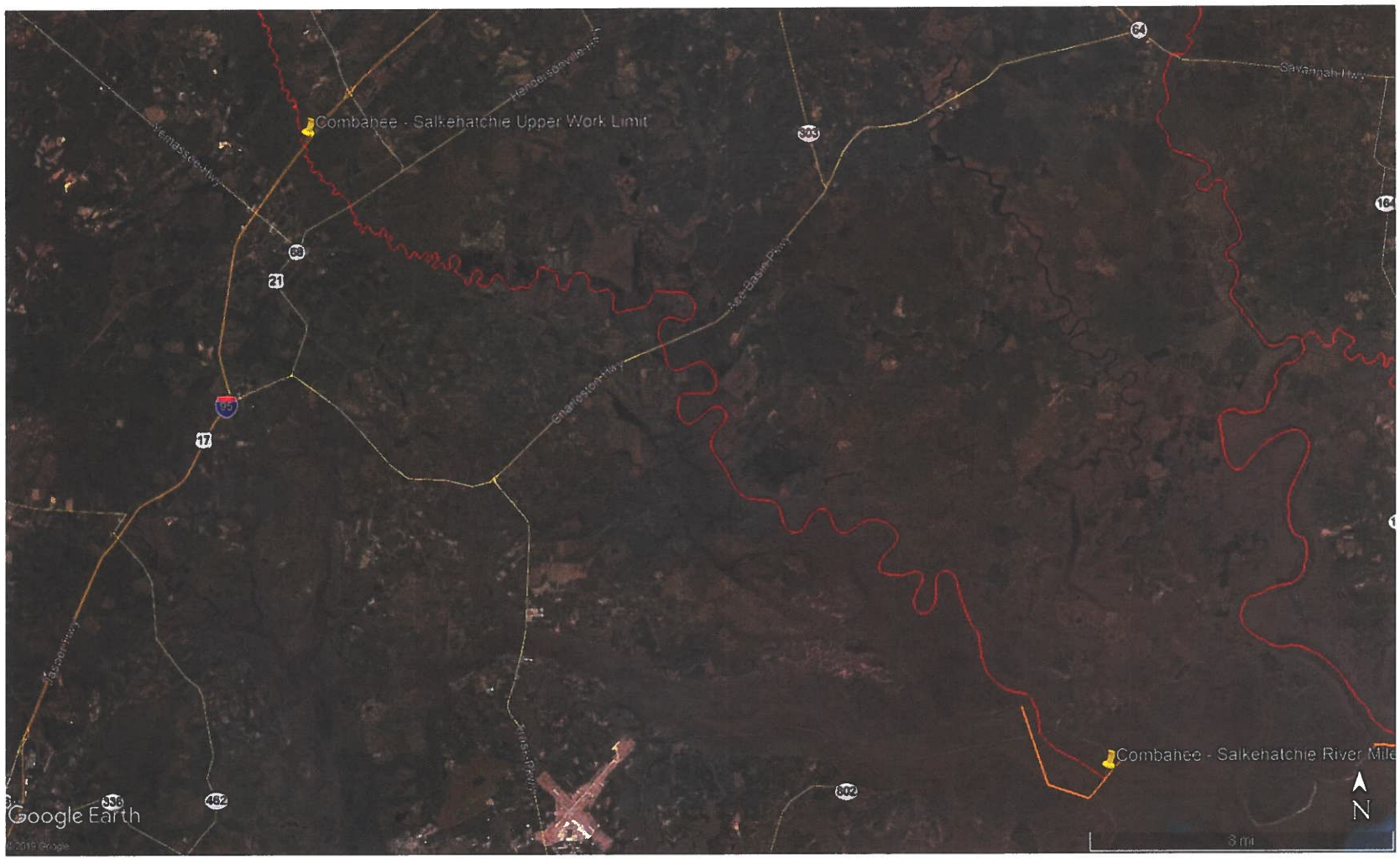


Figure 67. Combahee-Salkehatchie River
River mile 0 is marked with a yellow pin and yellow line. The upper work limit is marked with a yellow pin. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line.



Figure 68. Savannah River
The blue line is the USACE maintained channel and the shaded box is the aggregation area. River mile 0, the upper river limit, and Atlantic sturgeon critical habitat are not shown.



Figure 69. Ogeechee River
River mile 0 is marked with a yellow pin and yellow line. The upper work limit is marked with a yellow pin. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line. The shaded box is the aggregation area.

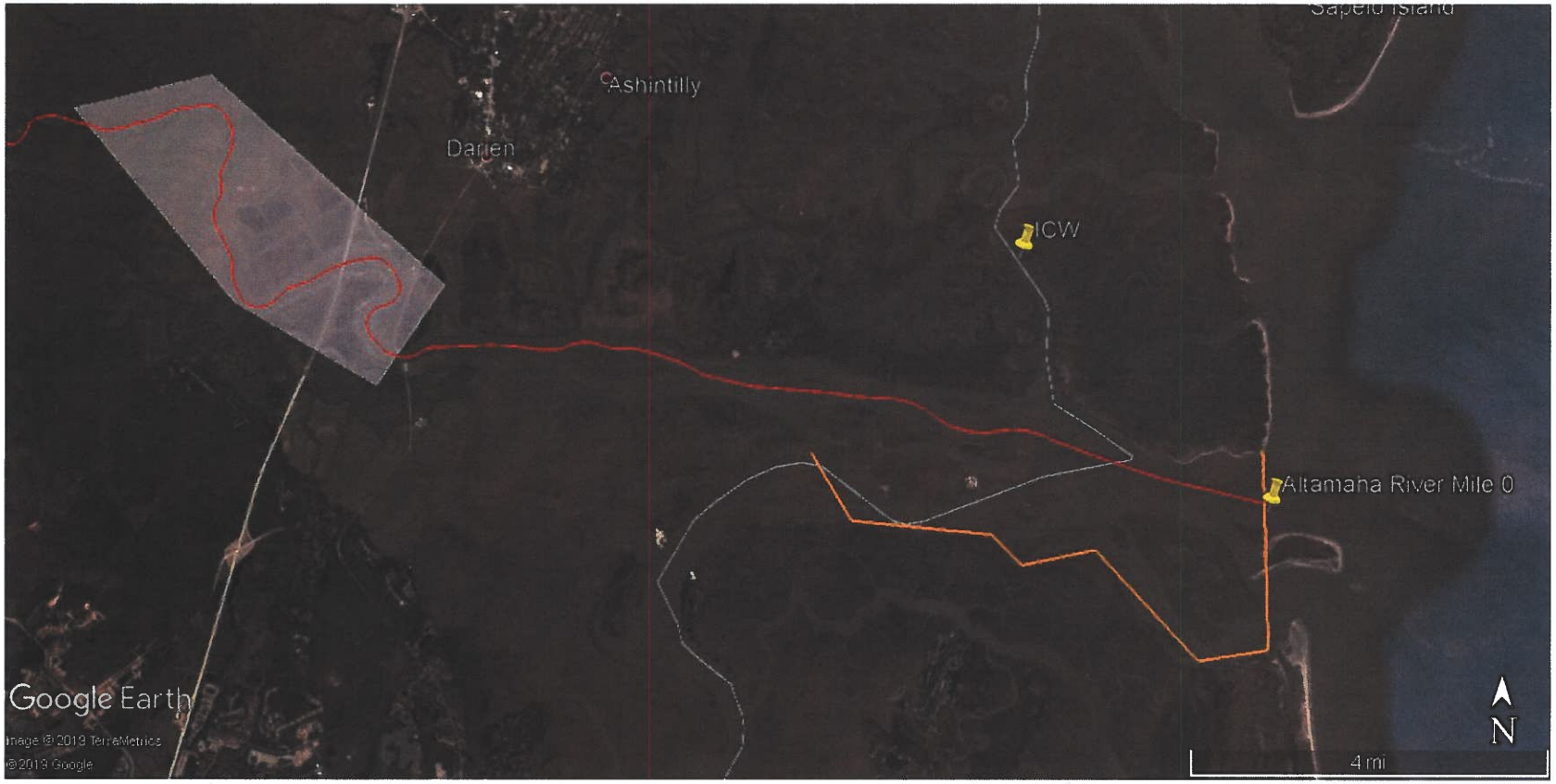


Figure 70. Altamaha River Sturgeon Seasonal Aggregation Area
River mile 0 is marked with a yellow pin and yellow line. The IWW is marked with a yellow pin and blue line. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line. The shaded box is the aggregation area.

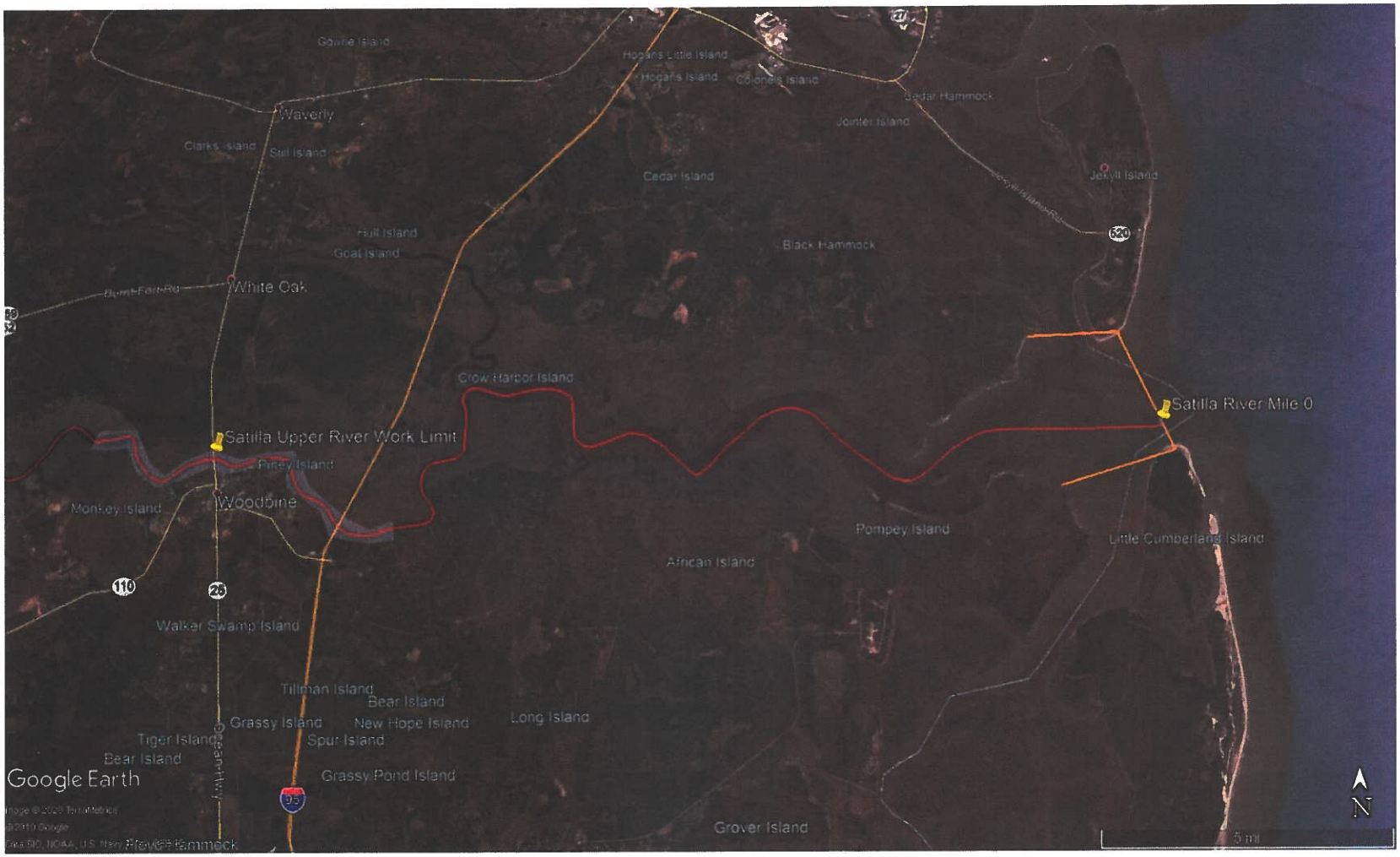


Figure 71. Satilla River
River mile 0 is marked with a yellow pin and yellow line. The upper work limit is marked with a yellow pin. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line. The white-shaded box is the aggregation area.



Figure 72. St Marys River

River mile 0 is marked with a yellow pin and yellow line. The purple-shading indicates the USACE maintained channel to and including the IWW to Kings Bay Base. The white-shaded box is the aggregation area. The upper river limit is marked with a yellow pin at I-95. River stretches designated as Atlantic sturgeon critical habitat are denoted as a red line.

4 Cutterhead Dredging Monitoring in Sturgeon Rivers

Cutterhead dredging in sturgeon rivers will be monitored for take of sturgeon in the sections of rivers and during the times identified in Table 56 with the dredging restriction B or C as described in Sturgeon PDC Section 3.

- Monitoring: An approved PSO (described in the PSO PDCs in Appendix H) or Government Quality Assurance personnel or contractor can be appointed as a designated observer in charge of monitoring the upland discharge/disposal area used for cutterhead dredging in sturgeon rivers.
- Training: The designated observer will have training in identification of fish parts. Information on sturgeon identification is provided PSO PDCs in Appendix H. The designated observer will also train all crew of the presence of sturgeon and that all sturgeon or suspected fish parts will be reported to the designated observer.
- Timing: The designated observer will check for fish or parts at the overflow end of the disposal pond and any other areas where debris collects at least twice per day.
- Collection of fish by a designated crew member: The designated crew member will collect, document, and photograph all parts identified as or suspected to be fish or fish parts according to the handling guidance in the PSO PDCs in Appendix H. Collected fish parts must then be passed to an approved PSO or a trained biologist for identification.
- Collection of fish by an approved PSO/trained biologist: The PSO/trained biologist will collect, document, photograph, and report all parts identified as sturgeon or suspected to be sturgeon parts according to the handling guidance in the PSO PDCs in Appendix H.
- Genetic Sampling: All Atlantic sturgeon or suspected sturgeon parts will have a genetic sample taken and submitted for testing to identify if the fish collected was a sturgeon and the Atlantic sturgeon DPS according to the guidance in the PSO PDCs in Appendix H.
- Reporting: All sturgeon collected will be reported according to the guidance in the PSO PDCs in Appendix H and the 2019 SARBO Section 2.9 of the 2020 SARBO.

Attachment 1: ESA Take Reporting	
Required Reporting Information:	
	Location of take (latitude and longitude)
	Tow Number when take occurred during relocation trawling or dredge load # if during hopper dredging.
	PSO (Name/Company and Contact Info)
	Total # of take
	Previous animal ID/Tracking Tag, if any
	Passive Intragated Transponder (PIT) Tag (See attachment 1)
	Genetic Sample collected, if applicable (See Attachment 1)
	Age class of species (e.g., juvenile, adult)
	Specimen condition (e.g., alive, fresh dead, decomposed) (See Attachment 1)
	Final disposition (e.g., released at site, relocated, rehabilitation & outcome, necropsy, disposal)
	Species Gender
	Species size/length (See Attachment 1)
	Beaufort state at time of take
	Water temp. at time of take (recorded at surface in marine environments and at the bottomg in estuarine/riverine environments)
	Notes about species condition
If take occurred during hopper dredging:	
	Location where take was identified (e.g., draghead, inflow box, overlfow box)
	Screening at the time of take?
	Size of screening used (both inflow and overflow)
	Were UXO/MEC installed at time of take?
	All lethal and non-lethal take of mobile species must be reported within 24 hours. This document summarizes reporting information that is identified in Section 2.9.3.5.2 of SARBO. Additional information about handling and reporting take is included in Attachment H of SARBO, which is also attached to this Department of the Army permit.

SC DEPARTMENT *of*
ENVIRONMENTAL
SERVICES

June 27, 2025

City of Isle of Palms
C/O Desiree Fragoso
1207 Palm Blvd
Isle of Palms, SC 29451

SEE SPECIAL CONDITION(S)

Re: 2024-00790

Dear Ms. Fragoso: 9489 0090 0027 6372 8325 11

The Bureau of Coastal Management (the Department) has reviewed your application to perform maintenance dredging at 50 41st Ave, Isle of Palms, Charleston County, South Carolina and has issued a permit for this work. This Critical Area Permit contains the associated Coastal Zone Consistency Certification and the required 401 Water Quality Certification. You should carefully read the description of the authorized project and special conditions that have been placed on the permit, as these conditions may modify the permitted activity. In addition, there are a series of general conditions that should be reviewed. The original and one photocopy of the permit, as issued, are enclosed. After carefully reading the permit, if you wish to accept the permit as issued, sign and date in the signature block entitled "PERMITTEE" on the original version of the permit **and return it to this Department. Keep the photocopy for your records.**

PLEASE READ CAREFULLY: You are required to sign and return the original version of your permit to this Department within thirty (30) days of issuance. S.C. Code Ann. § 48-6-30(D)(2) provides, "Within thirty calendar days after the mailing of a decision [pursuant to S.C. Code Ann.§ 48-6-30(D)(1)], an applicant, permittee, licensee, certificate holder, or affected person desiring to contest the department decision may request a contested case hearing before the Administrative Law Court, in accordance with the Administrative Procedures Act."

In order to request a construction placard, please submit a critical area placard request through ePermitting. You must send in this request before the time you wish to start construction. At that time, a construction placard will be sent to you to post at the construction site.

PLEASE NOTE: You are not authorized to commence work under the permit until we have received the original version of the entire permit signed and accepted by you, and a construction placard has been issued and posted at the construction site. The receipt of this permit does not relieve you of the responsibility of acquiring any other federal or local permits that may be required. Please return the signed permit to the following address:

Bureau of Coastal Management
1362 McMillan Ave, Suite 400
Charleston, SC 29405

Sincerely,

Sarah E. Reed
Project Manager
Critical Area Permitting Section

Enclosure

ec: Philip Slagle, Agent

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES
BUREAU OF COASTAL MANAGEMENT

CRITICAL AREA PERMIT/COASTAL ZONE CONSISTENCY CERTIFICATION & WATER QUALITY CERTIFICATION

Permittee(s): **City of Isle of Palms**

Permit Number(s): **2024-00790**

Date of Issuance: **June 27, 2025**

Expiration Date: **June 27, 2030**

SEE SPECIAL CONDITION(S)

Location: **On and adjacent to the Atlantic Intracoastal Waterway and Morgan Creek at 50 41st Ave, Isle of Palms, Charleston County, South Carolina (TMS#: 5710800007)**

This permit is issued under the provisions of S. C. Code Ann. Section 48-39-10, et seq., and 23A S.C. Code Ann. Regs. 30-1 through 30-18 (Supp. 2005) and 25A S.C. Code Ann. Regs. 61-101 (Supp. 2005), *et seq*. Additionally, as required by R.61-101, Department staff have reviewed plans for this project and determined there is a reasonable assurance the project will be conducted in a manner consistent with Certification requirements of Section 401 of the Clean Water Act.

This permit contains required certification pursuant to Section 401 of the Clean Water Act.

Please carefully read the project description and any special conditions that may appear on this permit/certification as they will affect the work that is allowed and may modify the work from that shown on the submitted plans. All special conditions attached to the permit will take precedent over submitted plans. If there are no special conditions, then the work is authorized as described in the project description and as modified by general conditions. The general conditions are also a part of this permit/certification and should be read in their entirety. The S. C. Contractor's Licensing Act of 1999, enacted as Section 40-11-5 through 430, requires that all construction with a total cost of $5,000 or more be performed by a licensed contractor with a valid contractor's license for marine class construction, except for construction performed by a private landowner for strictly private purposes. Your signature on and acceptance of this permit denotes your understanding of the stated law regarding use of licensed contractors. **All listed special and general conditions will remain in effect for the life of the project if work commences during the life of the permit. This applies to permittee, future property owners, or permit assignees.**

DESCRIPTION OF THE PROJECT, AS AUTHORIZED

The plans submitted by you, attached hereto, show the work consists of maintenance dredging of 20,000 cubic yards of material as needed from a 6.93-acre site to a depth of -12 feet MLW in the AIWW and -10 feet MLW in the marina adjacent to Morgan Creek Channel plus 2.0 feet of allowable over dredge. The material will be dredged using a hydraulic cutterhead dredge or mechanical dredge. Dredge material will be disposed of in an approved Dredge Material Placement Facility (DMPF). The applicant is requesting both forms of dredging to provide for greater flexibility when hydraulic dredging is not available. When hydraulically dredging, the material would be transported via pipeline to the DMPF. If a DMPF is not available, the dredge material would go through the dewatering process and the dewatered sediments would be loaded onto dump trucks and trucked to a pre-approved disposal area or be placed in upland portions of the Wild Dunes Harbor Course. The applicant is requesting authorization under a ten-year permit. The stated purpose of the project is to restore

adequate operating depths to previously permitted depths for recreational and commercial vessels using the Isle of Palms Marina.

CRITICAL AREA PERMIT SPECIAL CONDITIONS

1. A final dredging plan must be submitted to and approved, in writing, by BCM staff prior to dredging. The dredging plan must include a dredging schedule, the establishment of a dredging log, and procedures to handle emergency situations.

2. The permittee must make every effort to avoid having the dredge pipeline cross the marsh. If the pipeline does cross the marsh and wetlands are unintentionally disturbed, the marsh must be restored to its original contours and conditions. This may involve revegetation.

3. When hydraulic dredging is utilized, a setback of at least 15' should be established between dredging equipment and any oyster resources or vegetation along the pipeline route from the dredge area to the DMPF prior to dredging. This setback should be clearly marked in the field and remain in place and visible until dredging activities are completed. Special precautions should be taken to avoid and minimize disturbance within this setback from dredging equipment mobilization and operation, especially pipelines.

4. BCM staff has the right to stop work at any time if it becomes evident the spoil area cannot hold the spoil, the dikes appear to be in danger of failing, an unacceptable level of turbidity is released from the discharge pipe, or the BCM staff believes a violation of the permit has taken place.

5. Once project construction is initiated, it must be carried to completion in an expeditious manner in order to minimize the period of disturbance to the environment.

6. An as-built survey must be submitted to the Department within 90 days of completion of dredging operations. The survey must be performed by a registered land surveyor.

7. In the event that any historic or cultural resources and/or archaeological materials are found during the course of work, the applicant must notify the State Historic Preservation Office and the South Carolina Institute of Archaeology and Anthropology. Historic or cultural resources consist of those sites listed in the National Register of Historic Places and those sites that are eligible for the National Register. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials.

WATER QUALITY SPECIAL CONDITIONS

1. The applicant must implement best management practices during construction to minimize erosion and migration of sediments off-site. These practices may include use of mulches, hay bales, silt fences, or other devices capable of preventing erosion and migration of sediments. All disturbed land surfaces must be stabilized upon project completion. Once stabilization is accomplished all silt fencing, hay bales, etc. must be removed by the applicant.

2. All necessary measures must be taken to prevent oil, tar, trash, debris and other pollutants from entering the adjacent waters or wetlands during construction.

SEE SPECIAL CONDITION(S)

3. Hydraulic dredging is to be used whenever contractors with hydraulic cutterhead dredges capable of performing maintenance dredging are in the area; the use of mechanical dredging can be used when hydraulic dredging capabilities are not available, provided an "environmental bucket" and best management practices are used to minimize sediment resuspension.

4. All efforts must be made to protect existing native riparian vegetation in and along shoreline areas.

5. All dredged/excavated materials must be hauled off site or placed on high land and properly contained and permanently stabilized to prevent erosion.

6. In the event that dewatering systems are used, the applicant must closely monitor the system and install an earthen berm/silt fencing along the boundaries of the dewatering site.

7. The contractor shall leave a 50-yard buffer from the mixed wading bird habitat area in the northwest area of the DMPF site 970S W-C during the nesting season which is stated to occur approximately between early March to December.

8. The applicant will establish and clearly mark a setback from the shoreline of at least 15 feet that will remain marked until dredging activities are complete.

9. The applicant will implement the following Standard Manatee Construction Conditions:

    a. The permittee shall instruct all personnel associated with the project of the project of the potential presence of manatees and the need to avoid collision with manatees. All construction personnel must monitor water-related activities for the presence of manatee(s) during May 1 – November 15. Construction personnel are requested to monitor outside of that timeframe as manatees may be in the area before or after the above dates.
    b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973.
    c. Any siltation barriers used during the project shall be made of material in which manatees cannot become entangled and must be properly secured, and regularly monitored to avoid manatee entrapment.
    d. All vessels associated with the project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible. e) If manatee(s) are seen within 100 yards of the active construction area all appropriate precautions shall be implemented to ensure protection of the manatee. These precautions shall include the operation of all moving equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment. Activities will not resume until the manatee(s) has departed the project area of its own volition.
    e. The permittee understands and agrees that all in-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taunt, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water. Where appropriate, in water wires, cables, should be fitted with PVC sleeve from the surface to the bottom to prevent any potential scraping of passing manatees.

SEE SPECIAL CONDITION(S)

f. Any collision with and/or injury to a manatee shall reported immediately to the U.S. Fish and Wildlife Service contacts: Melanie Olds, South Carolina Manatee Lead, Charleston Field Office, at 843-727-4707 ext. 205; or Terri Calleson, Manatee Recovery Coordinator, North Florida Field Office, at 904-731-3286. Reports to injured manatees may also be reported to the SCDNR at (800) 922-5431.

10. The applicant must notify the Catawba Indian Nation if any Native American artifacts and/or human remains are located during the ground disturbance phase of the project.

11. Upon completion of construction activities, all disturbed areas must be permanently stabilized with a vegetative cover. This may include sprigging, trees, shrubs, wince, or ground cover.

PERMITTEE'S ATTENTION IS DIRECTED TO GENERAL CONDITIONS NUMBERS FOUR (4) AND (5), BY ACCEPTANCE OF THIS PERMIT, PERMITTEE IS PLACED ON NOTICE THAT THE STATE OF SOUTH CAROLINA, BY ISSUING THIS PERMIT, DOES NOT WAIVE ITS RIGHTS TO REQUIRE PAYMENT OF A REASONABLE FEE FOR USE OF STATE LANDS AT A FUTURE DATE IF SO DIRECTED BY STATUTE.

THE PERMITTEE, BY ACCEPTANCE OF THIS PERMIT, AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND TO PERFORM THE WORK IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONSATTACHED HERETO AND MADE A PART HEREOF. ANY DEVIATION FROM THESE CONDITIONS, TERMS, PLANS AND SPECIFICATIONS SHALL BE GROUNDS FOR REVOCATION, SUSPENSION OR MODIFICATION OF THIS PERMIT AND THE INSTITUTION OF SUCH LEGAL PROCEEDINGS AS THE DEPARTMENT MAY CONSIDER APPROPRIATE.

Permit Number: **2024-00790**

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

PERMITTEE(S)
Desiree Fragoso / City of Isle of Palms

DATE

This permit becomes effective when the State official, designated to act for the Bureau of Coastal Management, has signed below.

CRITICAL AREA PERMITTING PROJECT MANAGER
Sarah E. Reed
Or Other Authorized State Official

6/27/2025
DATE

SEE SPECIAL CONDITION(S)

SEE SPECIAL CONDITION(S)

GENERAL CONDITIONS:

This construction and use permit is expressly contingent upon the following conditions which are binding on the permittee:

1. The permittee, in accepting this permit, covenants and agrees to comply with and abide by the provisions and conditions herein and assumes all responsibility and liability and agrees to save BCM and the State of South Carolina, its employees or representatives, harmless from all claims of damage arising out of operations conducted pursuant to this permit.
2. If the activity authorized herein is not constructed or completed within five years of the date of issuance, this permit shall automatically expire. A request, in writing, for an extension of time shall be made not less than thirty days prior to the expiration date.
3. All authorized work shall be conducted in a manner that minimizes any adverse impact on fish, wildlife and water quality.
4. This permit does not relieve the permittee from the requirements of obtaining a permit from the U. S. Army Corps of Engineers or any other applicable federal agency, nor from the necessity of complying with all applicable local laws, ordinances, and zoning regulations. This permit is granted subject to the rights of the State of South Carolina in the navigable waters and shall be subject, further, to all rights held by the State of South Carolina under the public trust doctrine as well as any other right the State may have in the waters and submerged lands of the coast.
5. This permit does not convey, expressly or impliedly, any property rights in real estate or material nor any exclusive privileges; nor does it authorize the permittee to alienate, diminish, infringe upon or otherwise restrict the property rights of any other person or the public; nor shall this permit be interpreted as appropriating public properties for private use.
6. The permittee shall permit BCM or its authorized agents or representatives to make periodic inspections at any time deemed necessary in order to ensure that the activity being performed is in accordance with the terms and conditions of this permit.
7. Any abandonment of the permitted activity will require restoration of the area to a satisfactory condition as determined by BCM.
8. This permit may not be transferred to a third party without prior written notice to BCM, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit and thereby agreeing to comply.
9. If the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and special signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.
10. The permit construction placard or a copy of the placard shall be posted in a conspicuous place at the project site during the entire period of work.
11. The structure or work authorized herein shall be in accordance with the permit, as issued, and shall be maintained in good condition. Failure to build in accordance with the permit, as issued, or failure to maintain the structure in good condition, shall result in the revocation of this permit.
12. The authorization for activities or structures herein constitutes a revocable license. BCM may require the permittee to modify activities or remove structures authorized herein if it is determined by BCM that such activity or structures violates the public's health, safety, or welfare, or if any activity is inconsistent with the public trust doctrine. Modification or removal under this condition shall be ordered only after reasonable notice stating the reasons therefore and provision to the permittee of the opportunity to respond in writing. When the Permittee is notified that BCM intends to revoke the permit, Permittee agrees to immediately stop work pending resolution of the revocation.
13. BCM shall have the right to revoke, suspend, or modify this permit in the event it is determined the permitted structure (1) significantly impacts the public health, safety and welfare, and/or is violation of Section 48-39-150, (2) adversely impacts public rights, (3) that the information and data which the permittee or any other agencies have provided in connection with the permit application is either false, incomplete or inaccurate, or (4) that the activity is in violation of the terms and/or conditions, including any special conditions of the permit. That the permittee, upon receipt of BCM's written intent to revoke, suspend, or modify the permit has the right to a hearing. Prior to

revocation, suspension, or modification of this permit, BCM shall provide written notification of intent to revoke to the permittee, and permittee can respond with a written explanation to BCM. (South Carolina Code Section 1-23-370 shall govern the procedure for revocation, suspension or modification herein described).

14. Any modification, suspension or revocation of this permit shall not be the basis of any claim for damages against BCM or the State of South Carolina or any employee, agent, or representative of BCM or the State of South Carolina.
15. All activities authorized herein shall, if they involve a discharge or deposit into navigable waters or ocean waters, be at all times consistent with all applicable water quality standards, effluent limitations and standards of performance, prohibitions, and pretreatment standards established pursuant to applicable federal, state and local laws.
16. Extreme care shall be exercised to prevent any adverse or undesirable effects from this work on the property of others. This permit authorizes no invasion of adjacent private property, and BCM assumes no responsibility or liability from any claims of damage arising out of any operations conducted by the permittee pursuant to this permit.

SEE SPECIAL CONDITION(S)

FOR PERMITTING PURPOSES ONLY
"NOT FOR CONSTRUCTION"

SEE SPECIAL CONDITION(S)



NOAA STATION 8665387, HAMLIN CREEK, ISLE OF PALMS, SC		
DATUM	ABBREVIATION	ELEV. (FT. MLW)
MEAN HIGHER-HIGH WATER	MHHW	5.4
MEAN HIGH WATER	MHW	5.0
NORTH AMERICAN VERTICAL DATUM OF 1988	NAVD88	2.9
MEAN LOW WATER	MLW	0
MEAN LOWER-LOW WATER	MLLW	-0.2

PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

LOCATION MAP: DREDGE SITE

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

Parcel ID: 5710800007

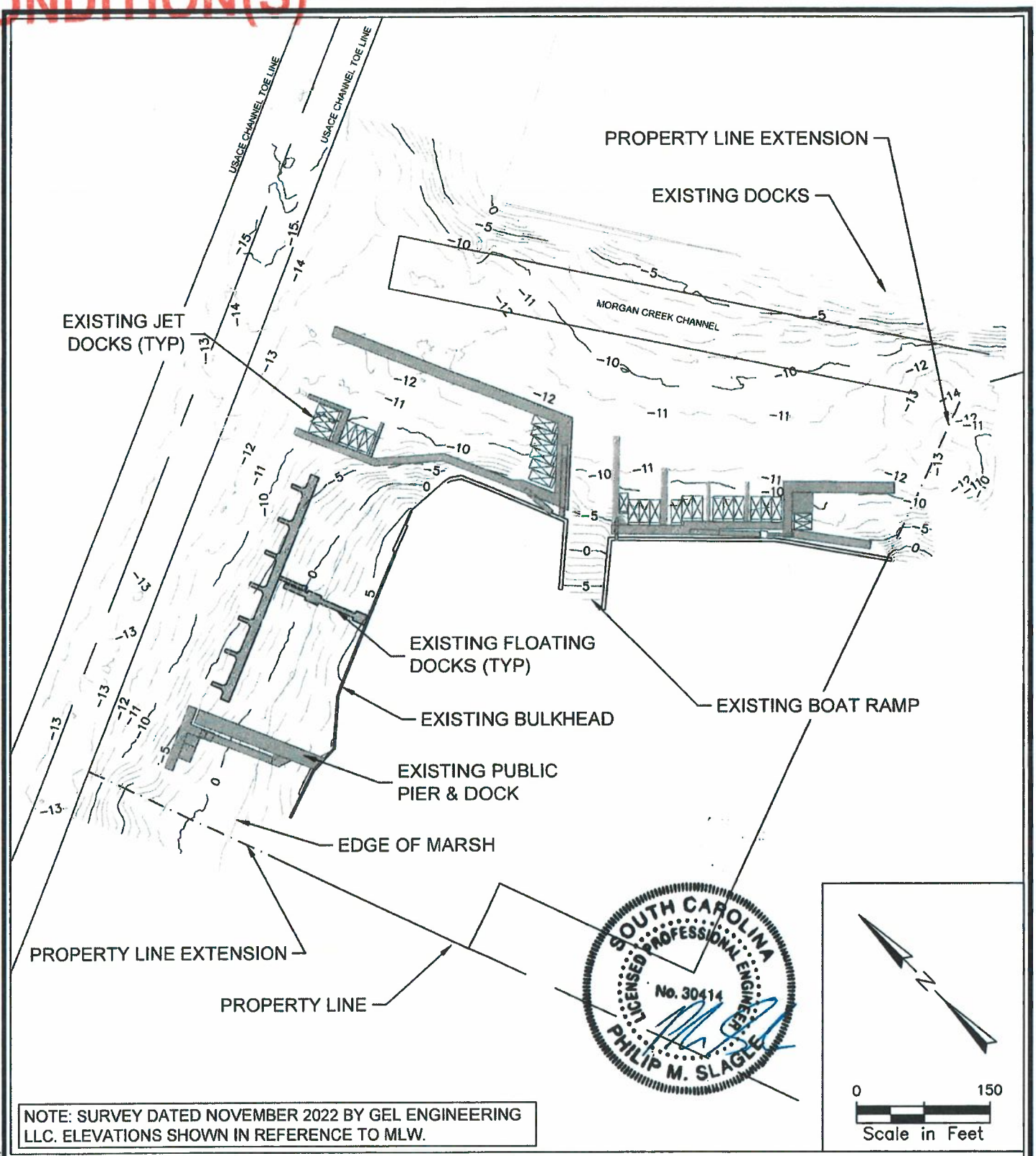
ATM
A Geosyntec Company

10-OCTOBER-2024
SHEET 01

O:\Projects\23-4011 Isle of Palms Marina Dredging\Drawings\CAD\Permitting\Permit Drawing.dwg 01 10/10/24
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SEE SPECIAL CONDITION(S)

FOR PERMITTING PURPOSES ONLY
"NOT FOR CONSTRUCTION"



NOTE: SURVEY DATED NOVEMBER 2022 BY GEL ENGINEERING LLC. ELEVATIONS SHOWN IN REFERENCE TO MLW.

PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

EXISTING CONDITIONS

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

Parcel ID: 5710800007

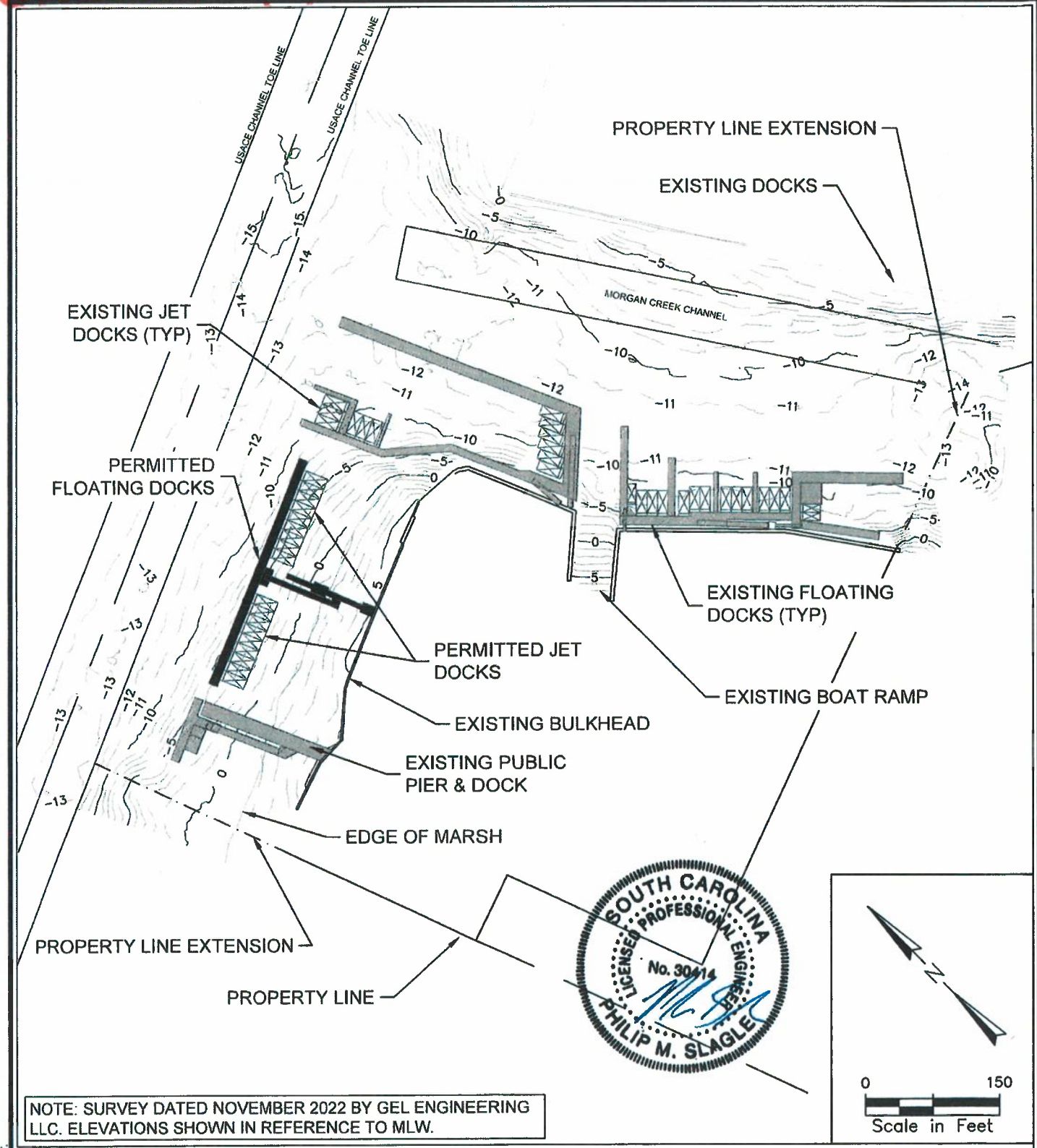
ATM
A Geosyntec Company

10-OCTOBER-2024
SHEET 02

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SEE SPECIAL CONDITION(S)

FOR PERMITTING PURPOSES ONLY
"NOT FOR CONSTRUCTION"



NOTE: SURVEY DATED NOVEMBER 2022 BY GEL ENGINEERING LLC. ELEVATIONS SHOWN IN REFERENCE TO MLW.

PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

PERMITTED MARINA LAYOUT
PERMIT NO. SAC-2019-01124

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

Parcel ID: 5710800007

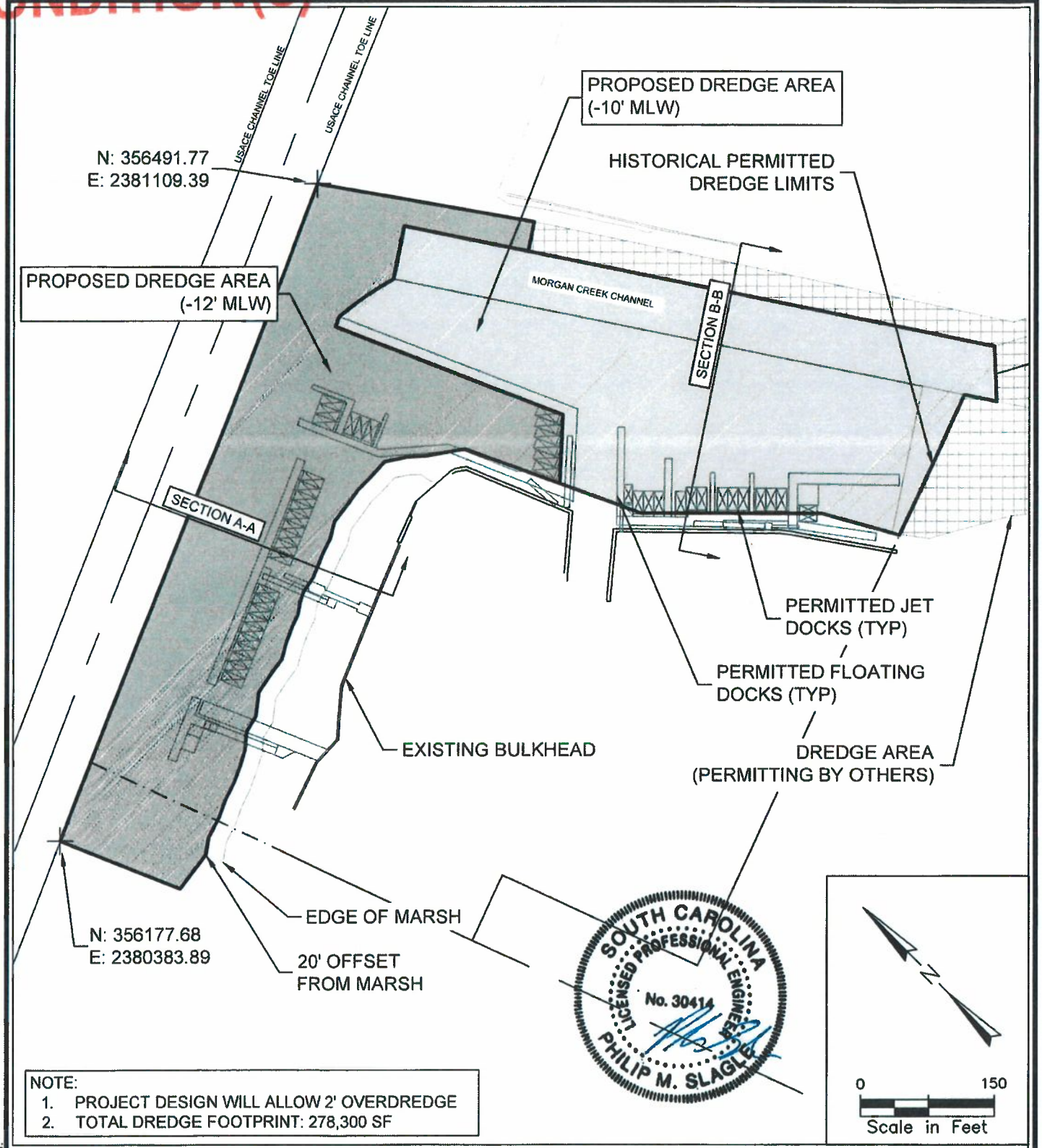
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10-OCTOBER-2024
SHEET 03

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SEE SPECIAL CONDITION(S)

FOR PERMITTING PURPOSES ONLY
"NOT FOR CONSTRUCTION"



NOTE:
1. PROJECT DESIGN WILL ALLOW 2' OVERDREDGE
2. TOTAL DREDGE FOOTPRINT: 278,300 SF

PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

PROPOSED DREDGE SITE PLAN

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

Parcel ID: 5710800007

ATM
A Geosyntec Company

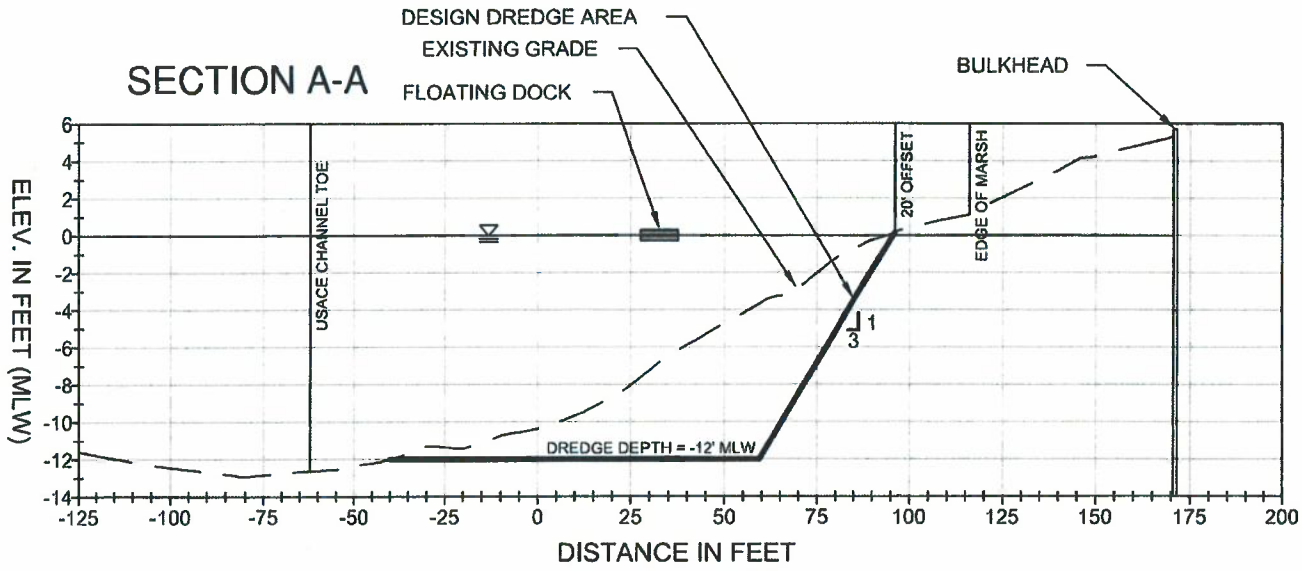
10-OCTOBER-2024
SHEET 04

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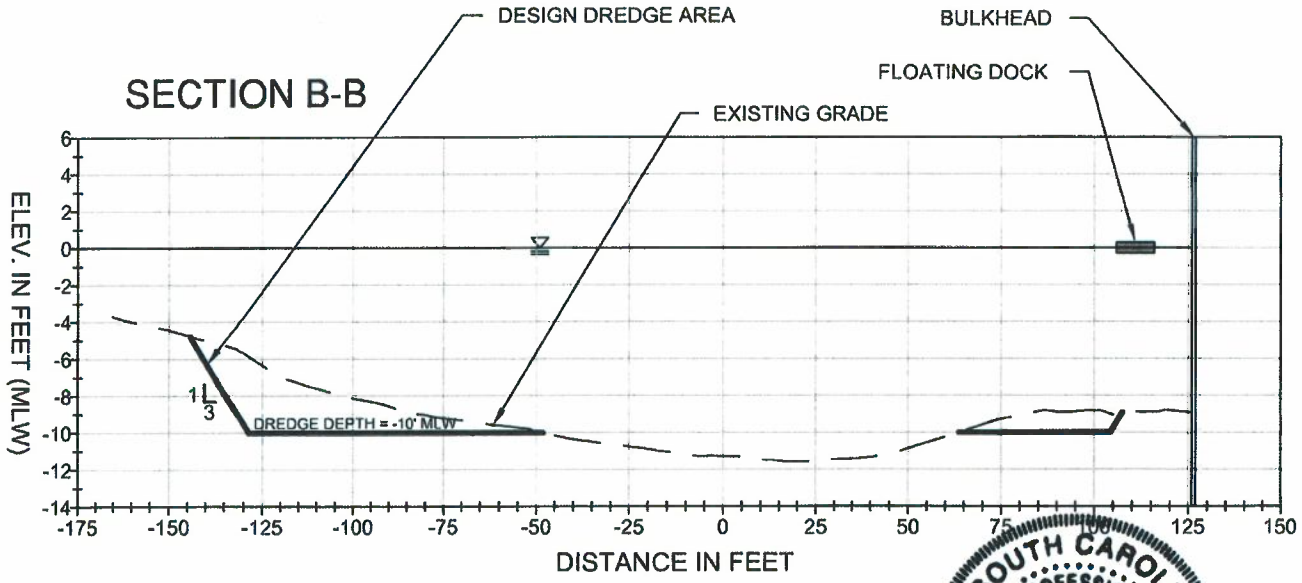
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SECTION A-A



SECTION B-B



SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER No. 30414 PHILIP M. SLAGLE

SEE SPECIAL CONDITION(S)

0 50
Scale in Feet

NOTE:
1. SURVEY DATED NOVEMBER 2022 BY GEL ENGINEERING LLC. ELEVATIONS SHOWN IN REFERENCE TO MLW.
2. VERTICAL EXAGGERATION = 1V:5H

QUANTITY TABLE	
DREDGE AREA (SF)	278,300
DREDGE VOL. (CY)	19,800

PROJECT:	IOP Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

PROPOSED DREDGE SECTIONS

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

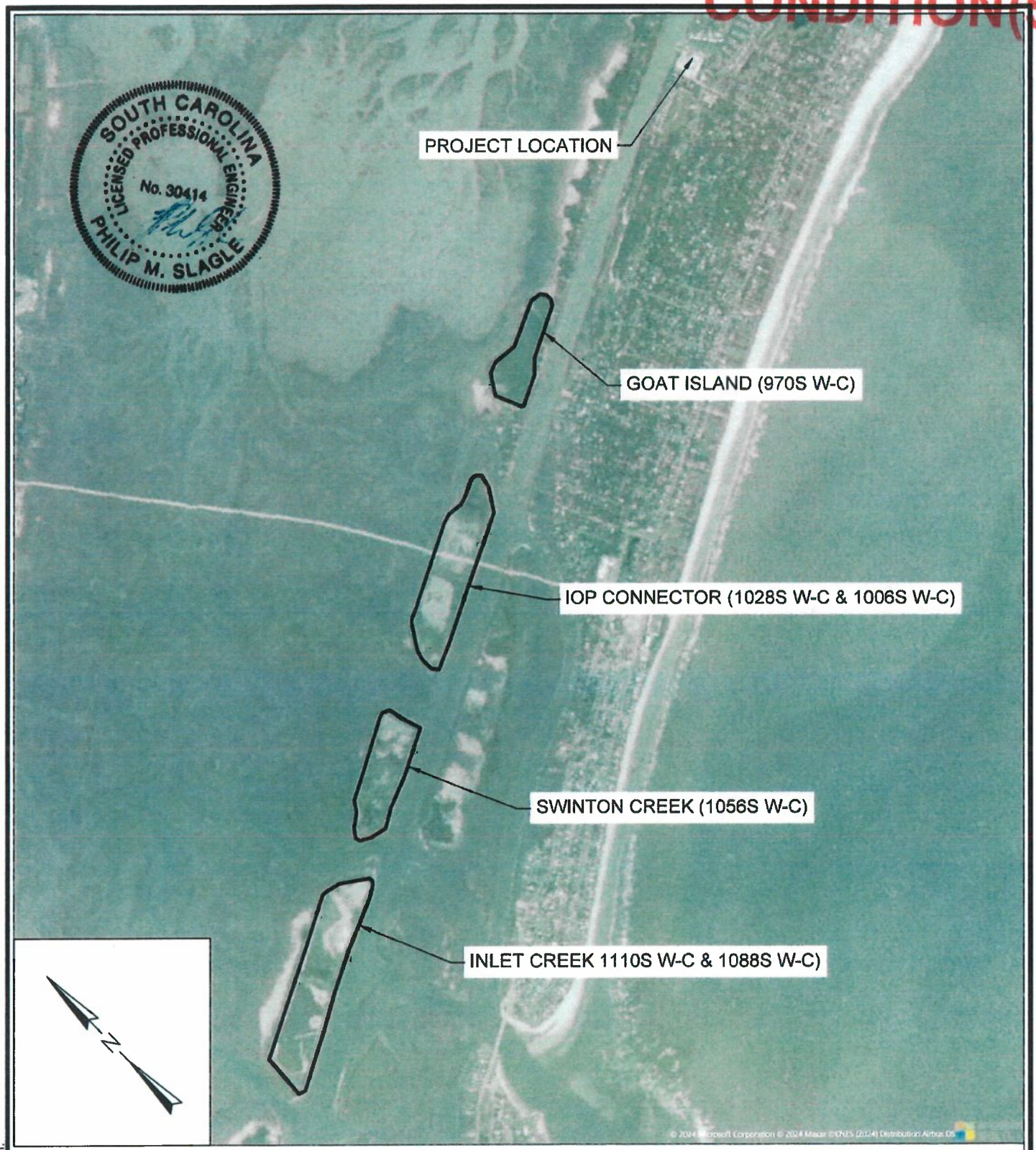
Parcel ID: 5710800007

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10-OCTOBER-2024
SHEET 05

FOR PERMITTING PURPOSES ONLY
"NOT FOR CONSTRUCTION"

SEE SPECIAL CONDITION(S)



PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

POTENTIAL CONFINED DISPOSAL FACILITIES (CDF)

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

Parcel ID: 5710800007

ATM
A Geosyntec Company

10-OCTOBER-2024
SHEET 06

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U.S. Army Corps of Engineers (USACE)

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.

Form Approved -
OMB No. 0710-0003
Expires 2027-10-31

DATA REQUIRED BY THE PRIVACY ACT OF 1974

Authority The authorities for requesting this information are Sections 9, 10, 13, and 14, Rivers and Harbors Act of March 3, 1899; Section 404, Clean Water Act; and Section 103 Marine Protection Research and Sanctuaries Act of 1972.

Principal Purpose This information serves as notification to affected parties regarding the USACE administrative appeal options and process, as well as to facilitate requests for appeal of USACE decisions with which they disagree.

Routine Uses Routine uses will include: (a) To serve as notification to affected parties of the Corps administrative appeal options and process and to facilitate requests for appeal of Corps decisions with which they disagree. (b) Records may be referred to the Department of Justice for possible criminal prosecution. (c) Records may be referred to other Federal, State, and local agencies for evaluation and enforcement purposes.

Disclosure Disclosure of this information is voluntary on your part. However, failure of individual to provide requested information could result in inability to determine all pertinent information regarding a Department of the Army permit matter.

The Agency Disclosure Notice (ADN)

The Public reporting burden for this collection of information, 0710-0003, is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PURPOSE: This form is used to facilitate the initiation of the administrative appeals process. The appeals process allows an affected party to pursue an administrative appeal of certain Corps of Engineers decisions with which they disagree.

Upon release, this form will also be available on the Corps website https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/

Applicant: City of Isle of Palms	File Number: SAC-2024-00790	Date: 2025-08-19

Documents Attached (*select all that apply*):		Form Reference Section:
☒	INITIAL PROFFERED PERMIT (*Standard Permit or Letter of Permission*)	A
☐	PROFFERED PERMIT (*Standard Permit or Letter of Permission*)	B
☐	PERMIT DENIAL WITHOUT PREJUDICE	C
☐	PERMIT DENIAL WITH PREJUDICE	D
☐	APPROVED JURISDICTIONAL DETERMINATION	E
☐	PRELIMINARY JURISDICTIONAL DETERMINATION	F

SECTION I

The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/appeals/ or Corps regulations at 33 CFR Part 331.

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

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

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

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL WITHOUT PREJUDICE: *Not appealable*

You received a permit denial without prejudice because a required Federal, state, and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application. The permit denial without prejudice is not appealable. There is no prejudice to the right of the applicant to reinstate processing of the Army permit application if subsequent approval is received from the appropriate Federal, state, and/or local agency on a previously denied authorization and/or certification.

D: PERMIT DENIAL WITH PREJUDICE: *You may appeal the permit denial*

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

E: APPROVED JURISDICTIONAL DETERMINATION: *You may accept or appeal the approved JD or provide new information for reconsideration*

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

- RECONSIDERATION: You may request that the district engineer reconsider the approved JD by submitting new information or data to the district engineer within 60 days of the date of this notice. The district will determine whether the information submitted qualifies as new information or data that justifies reconsideration of the approved JD. A reconsideration request does not initiate the appeal process. You may submit a request for appeal to the division engineer to preserve your appeal rights while the district is determining whether the submitted information qualifies for a reconsideration.

F: PRELIMINARY JURISDICTIONAL DETERMINATION: *Not appealable*

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:	If you have questions regarding the appeal process, or to submit your request for appeal, you may contact:
Name:	Name: Jessica Comeaux
Street Address, City, State:	Street Address, City, State: South Atlantic Division 60 Forsyth St SW, Floor M9 Atlanta, Georgia 30303-8803
Phone:	Phone: 912-710-1798
Email:	Email: jessica.c.comeaux@usace.army.mil

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

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

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

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

Email address of appellant and/or agent	Telephone number
Signature of appellant or agent	Date

APPENDIX B- STATE PERMIT

SC DEPARTMENT *of*
ENVIRONMENTAL
SERVICES

June 27, 2025

City of Isle of Palms
C/O Desiree Fragoso
1207 Palm Blvd
Isle of Palms, SC 29451

SEE SPECIAL CONDITION(S)

Re: 2024-00790

Dear Ms. Fragoso: 9489 0090 0027 6372 8325 11

The Bureau of Coastal Management (the Department) has reviewed your application to perform maintenance dredging at 50 41st Ave, Isle of Palms, Charleston County, South Carolina and has issued a permit for this work. This Critical Area Permit contains the associated Coastal Zone Consistency Certification and the required 401 Water Quality Certification. You should carefully read the description of the authorized project and special conditions that have been placed on the permit, as these conditions may modify the permitted activity. In addition, there are a series of general conditions that should be reviewed. The original and one photocopy of the permit, as issued, are enclosed. After carefully reading the permit, if you wish to accept the permit as issued, sign and date in the signature block entitled "PERMITTEE" on the original version of the permit **and return it to this Department. Keep the photocopy for your records.**

PLEASE READ CAREFULLY: You are required to sign and return the original version of your permit to this Department within thirty (30) days of issuance. S.C. Code Ann. § 48-6-30(D)(2) provides, "Within thirty calendar days after the mailing of a decision [pursuant to S.C. Code Ann.§ 48-6-30(D)(1)], an applicant, permittee, licensee, certificate holder, or affected person desiring to contest the department decision may request a contested case hearing before the Administrative Law Court, in accordance with the Administrative Procedures Act."

In order to request a construction placard, please submit a critical area placard request through ePermitting. You must send in this request before the time you wish to start construction. At that time, a construction placard will be sent to you to post at the construction site.

PLEASE NOTE: You are not authorized to commence work under the permit until we have received the original version of the entire permit signed and accepted by you, and a construction placard has been issued and posted at the construction site. The receipt of this permit does not relieve you of the responsibility of acquiring any other federal or local permits that may be required. Please return the signed permit to the following address:

Bureau of Coastal Management
1362 McMillan Ave, Suite 400
Charleston, SC 29405

Sincerely,

Sarah E. Reed
Project Manager
Critical Area Permitting Section

Enclosure

ec: Philip Slagle, Agent

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES
BUREAU OF COASTAL MANAGEMENT

CRITICAL AREA PERMIT/COASTAL ZONE CONSISTENCY CERTIFICATION & WATER QUALITY CERTIFICATION

Permittee(s): **City of Isle of Palms**

Permit Number(s): **2024-00790**

Date of Issuance: **June 27, 2025**

Expiration Date: **June 27, 2030**

SEE SPECIAL CONDITION(S)

Location: **On and adjacent to the Atlantic Intracoastal Waterway and Morgan Creek at 50 41st Ave, Isle of Palms, Charleston County, South Carolina (TMS#: 5710800007)**

This permit is issued under the provisions of S. C. Code Ann. Section 48-39-10, et seq., and 23A S.C. Code Ann. Regs. 30-1 through 30-18 (Supp. 2005) and 25A S.C. Code Ann. Regs. 61-101 (Supp. 2005), *et seq*. Additionally, as required by R.61-101, Department staff have reviewed plans for this project and determined there is a reasonable assurance the project will be conducted in a manner consistent with Certification requirements of Section 401 of the Clean Water Act.

This permit contains required certification pursuant to Section 401 of the Clean Water Act.

Please carefully read the project description and any special conditions that may appear on this permit/certification as they will affect the work that is allowed and may modify the work from that shown on the submitted plans. All special conditions attached to the permit will take precedent over submitted plans. If there are no special conditions, then the work is authorized as described in the project description and as modified by general conditions. The general conditions are also a part of this permit/certification and should be read in their entirety. The S. C. Contractor's Licensing Act of 1999, enacted as Section 40-11-5 through 430, requires that all construction with a total cost of $5,000 or more be performed by a licensed contractor with a valid contractor's license for marine class construction, except for construction performed by a private landowner for strictly private purposes. Your signature on and acceptance of this permit denotes your understanding of the stated law regarding use of licensed contractors. **All listed special and general conditions will remain in effect for the life of the project if work commences during the life of the permit. This applies to permittee, future property owners, or permit assignees.**

DESCRIPTION OF THE PROJECT, AS AUTHORIZED

The plans submitted by you, attached hereto, show the work consists of maintenance dredging of 20,000 cubic yards of material as needed from a 6.93-acre site to a depth of -12 feet MLW in the AIWW and -10 feet MLW in the marina adjacent to Morgan Creek Channel plus 2.0 feet of allowable over dredge. The material will be dredged using a hydraulic cutterhead dredge or mechanical dredge. Dredge material will be disposed of in an approved Dredge Material Placement Facility (DMPF). The applicant is requesting both forms of dredging to provide for greater flexibility when hydraulic dredging is not available. When hydraulically dredging, the material would be transported via pipeline to the DMPF. If a DMPF is not available, the dredge material would go through the dewatering process and the dewatered sediments would be loaded onto dump trucks and trucked to a pre-approved disposal area or be placed in upland portions of the Wild Dunes Harbor Course. The applicant is requesting authorization under a ten-year permit. The stated purpose of the project is to restore

adequate operating depths to previously permitted depths for recreational and commercial vessels using the Isle of Palms Marina.

CRITICAL AREA PERMIT SPECIAL CONDITIONS

1. A final dredging plan must be submitted to and approved, in writing, by BCM staff prior to dredging. The dredging plan must include a dredging schedule, the establishment of a dredging log, and procedures to handle emergency situations.

2. The permittee must make every effort to avoid having the dredge pipeline cross the marsh. If the pipeline does cross the marsh and wetlands are unintentionally disturbed, the marsh must be restored to its original contours and conditions. This may involve revegetation.

3. When hydraulic dredging is utilized, a setback of at least 15' should be established between dredging equipment and any oyster resources or vegetation along the pipeline route from the dredge area to the DMPF prior to dredging. This setback should be clearly marked in the field and remain in place and visible until dredging activities are completed. Special precautions should be taken to avoid and minimize disturbance within this setback from dredging equipment mobilization and operation, especially pipelines.

4. BCM staff has the right to stop work at any time if it becomes evident the spoil area cannot hold the spoil, the dikes appear to be in danger of failing, an unacceptable level of turbidity is released from the discharge pipe, or the BCM staff believes a violation of the permit has taken place.

5. Once project construction is initiated, it must be carried to completion in an expeditious manner in order to minimize the period of disturbance to the environment.

6. An as-built survey must be submitted to the Department within 90 days of completion of dredging operations. The survey must be performed by a registered land surveyor.

7. In the event that any historic or cultural resources and/or archaeological materials are found during the course of work, the applicant must notify the State Historic Preservation Office and the South Carolina Institute of Archaeology and Anthropology. Historic or cultural resources consist of those sites listed in the National Register of Historic Places and those sites that are eligible for the National Register. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials.

WATER QUALITY SPECIAL CONDITIONS

1. The applicant must implement best management practices during construction to minimize erosion and migration of sediments off-site. These practices may include use of mulches, hay bales, silt fences, or other devices capable of preventing erosion and migration of sediments. All disturbed land surfaces must be stabilized upon project completion. Once stabilization is accomplished all silt fencing, hay bales, etc. must be removed by the applicant.

2. All necessary measures must be taken to prevent oil, tar, trash, debris and other pollutants from entering the adjacent waters or wetlands during construction.

SEE SPECIAL CONDITION(S)

3. Hydraulic dredging is to be used whenever contractors with hydraulic cutterhead dredges capable of performing maintenance dredging are in the area; the use of mechanical dredging can be used when hydraulic dredging capabilities are not available, provided an "environmental bucket" and best management practices are used to minimize sediment resuspension.

4. All efforts must be made to protect existing native riparian vegetation in and along shoreline areas.

5. All dredged/excavated materials must be hauled off site or placed on high land and properly contained and permanently stabilized to prevent erosion.

6. In the event that dewatering systems are used, the applicant must closely monitor the system and install an earthen berm/silt fencing along the boundaries of the dewatering site.

7. The contractor shall leave a 50-yard buffer from the mixed wading bird habitat area in the northwest area of the DMPF site 970S W-C during the nesting season which is stated to occur approximately between early March to December.

8. The applicant will establish and clearly mark a setback from the shoreline of at least 15 feet that will remain marked until dredging activities are complete.

9. The applicant will implement the following Standard Manatee Construction Conditions:

    a. The permittee shall instruct all personnel associated with the project of the project of the potential presence of manatees and the need to avoid collision with manatees. All construction personnel must monitor water-related activities for the presence of manatee(s) during May 1 – November 15. Construction personnel are requested to monitor outside of that timeframe as manatees may be in the area before or after the above dates.
    b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973.
    c. Any siltation barriers used during the project shall be made of material in which manatees cannot become entangled and must be properly secured, and regularly monitored to avoid manatee entrapment.
    d. All vessels associated with the project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible. e) If manatee(s) are seen within 100 yards of the active construction area all appropriate precautions shall be implemented to ensure protection of the manatee. These precautions shall include the operation of all moving equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment. Activities will not resume until the manatee(s) has departed the project area of its own volition.
    e. The permittee understands and agrees that all in-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taunt, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water. Where appropriate, in water wires, cables, should be fitted with PVC sleeve from the surface to the bottom to prevent any potential scraping of passing manatees.

SEE SPECIAL CONDITION(S)

f. Any collision with and/or injury to a manatee shall reported immediately to the U.S. Fish and Wildlife Service contacts: Melanie Olds, South Carolina Manatee Lead, Charleston Field Office, at 843-727-4707 ext. 205; or Terri Calleson, Manatee Recovery Coordinator, North Florida Field Office, at 904-731-3286. Reports to injured manatees may also be reported to the SCDNR at (800) 922-5431.

10. The applicant must notify the Catawba Indian Nation if any Native American artifacts and/or human remains are located during the ground disturbance phase of the project.

11. Upon completion of construction activities, all disturbed areas must be permanently stabilized with a vegetative cover. This may include sprigging, trees, shrubs, wince, or ground cover.

PERMITTEE'S ATTENTION IS DIRECTED TO GENERAL CONDITIONS NUMBERS FOUR (4) AND (5), BY ACCEPTANCE OF THIS PERMIT, PERMITTEE IS PLACED ON NOTICE THAT THE STATE OF SOUTH CAROLINA, BY ISSUING THIS PERMIT, DOES NOT WAIVE ITS RIGHTS TO REQUIRE PAYMENT OF A REASONABLE FEE FOR USE OF STATE LANDS AT A FUTURE DATE IF SO DIRECTED BY STATUTE.

THE PERMITTEE, BY ACCEPTANCE OF THIS PERMIT, AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND TO PERFORM THE WORK IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONSATTACHED HERETO AND MADE A PART HEREOF. ANY DEVIATION FROM THESE CONDITIONS, TERMS, PLANS AND SPECIFICATIONS SHALL BE GROUNDS FOR REVOCATION, SUSPENSION OR MODIFICATION OF THIS PERMIT AND THE INSTITUTION OF SUCH LEGAL PROCEEDINGS AS THE DEPARTMENT MAY CONSIDER APPROPRIATE.

Permit Number: **2024-00790**

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

PERMITTEE(S)
Desiree Fragoso / City of Isle of Palms

DATE

This permit becomes effective when the State official, designated to act for the Bureau of Coastal Management, has signed below.

CRITICAL AREA PERMITTING PROJECT MANAGER
Sarah E. Reed
Or Other Authorized State Official

6/27/2025
DATE

SEE SPECIAL CONDITION(S)

SEE SPECIAL CONDITION(S)

GENERAL CONDITIONS:

This construction and use permit is expressly contingent upon the following conditions which are binding on the permittee:

1. The permittee, in accepting this permit, covenants and agrees to comply with and abide by the provisions and conditions herein and assumes all responsibility and liability and agrees to save BCM and the State of South Carolina, its employees or representatives, harmless from all claims of damage arising out of operations conducted pursuant to this permit.
2. If the activity authorized herein is not constructed or completed within five years of the date of issuance, this permit shall automatically expire. A request, in writing, for an extension of time shall be made not less than thirty days prior to the expiration date.
3. All authorized work shall be conducted in a manner that minimizes any adverse impact on fish, wildlife and water quality.
4. This permit does not relieve the permittee from the requirements of obtaining a permit from the U. S. Army Corps of Engineers or any other applicable federal agency, nor from the necessity of complying with all applicable local laws, ordinances, and zoning regulations. This permit is granted subject to the rights of the State of South Carolina in the navigable waters and shall be subject, further, to all rights held by the State of South Carolina under the public trust doctrine as well as any other right the State may have in the waters and submerged lands of the coast.
5. This permit does not convey, expressly or impliedly, any property rights in real estate or material nor any exclusive privileges; nor does it authorize the permittee to alienate, diminish, infringe upon or otherwise restrict the property rights of any other person or the public; nor shall this permit be interpreted as appropriating public properties for private use.
6. The permittee shall permit BCM or its authorized agents or representatives to make periodic inspections at any time deemed necessary in order to ensure that the activity being performed is in accordance with the terms and conditions of this permit.
7. Any abandonment of the permitted activity will require restoration of the area to a satisfactory condition as determined by BCM.
8. This permit may not be transferred to a third party without prior written notice to BCM, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit and thereby agreeing to comply.
9. If the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and special signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.
10. The permit construction placard or a copy of the placard shall be posted in a conspicuous place at the project site during the entire period of work.
11. The structure or work authorized herein shall be in accordance with the permit, as issued, and shall be maintained in good condition. Failure to build in accordance with the permit, as issued, or failure to maintain the structure in good condition, shall result in the revocation of this permit.
12. The authorization for activities or structures herein constitutes a revocable license. BCM may require the permittee to modify activities or remove structures authorized herein if it is determined by BCM that such activity or structures violates the public's health, safety, or welfare, or if any activity is inconsistent with the public trust doctrine. Modification or removal under this condition shall be ordered only after reasonable notice stating the reasons therefore and provision to the permittee of the opportunity to respond in writing. When the Permittee is notified that BCM intends to revoke the permit, Permittee agrees to immediately stop work pending resolution of the revocation.
13. BCM shall have the right to revoke, suspend, or modify this permit in the event it is determined the permitted structure (1) significantly impacts the public health, safety and welfare, and/or is violation of Section 48-39-150, (2) adversely impacts public rights, (3) that the information and data which the permittee or any other agencies have provided in connection with the permit application is either false, incomplete or inaccurate, or (4) that the activity is in violation of the terms and/or conditions, including any special conditions of the permit. That the permittee, upon receipt of BCM's written intent to revoke, suspend, or modify the permit has the right to a hearing. Prior to

revocation, suspension, or modification of this permit, BCM shall provide written notification of intent to revoke to the permittee, and permittee can respond with a written explanation to BCM. (South Carolina Code Section 1-23-370 shall govern the procedure for revocation, suspension or modification herein described).

14. Any modification, suspension or revocation of this permit shall not be the basis of any claim for damages against BCM or the State of South Carolina or any employee, agent, or representative of BCM or the State of South Carolina.
15. All activities authorized herein shall, if they involve a discharge or deposit into navigable waters or ocean waters, be at all times consistent with all applicable water quality standards, effluent limitations and standards of performance, prohibitions, and pretreatment standards established pursuant to applicable federal, state and local laws.
16. Extreme care shall be exercised to prevent any adverse or undesirable effects from this work on the property of others. This permit authorizes no invasion of adjacent private property, and BCM assumes no responsibility or liability from any claims of damage arising out of any operations conducted by the permittee pursuant to this permit.

SEE SPECIAL CONDITION(S)

FOR PERMITTING PURPOSES ONLY
"NOT FOR CONSTRUCTION"

SEE SPECIAL CONDITION(S)



NOAA STATION 8665387, HAMLIN CREEK, ISLE OF PALMS, SC		
DATUM	ABBREVIATION	ELEV. (FT. MLW)
MEAN HIGHER-HIGH WATER	MHHW	5.4
MEAN HIGH WATER	MHW	5.0
NORTH AMERICAN VERTICAL DATUM OF 1988	NAVD88	2.9
MEAN LOW WATER	MLW	0
MEAN LOWER-LOW WATER	MLLW	-0.2

PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

LOCATION MAP: DREDGE SITE

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

Parcel ID: 5710800007

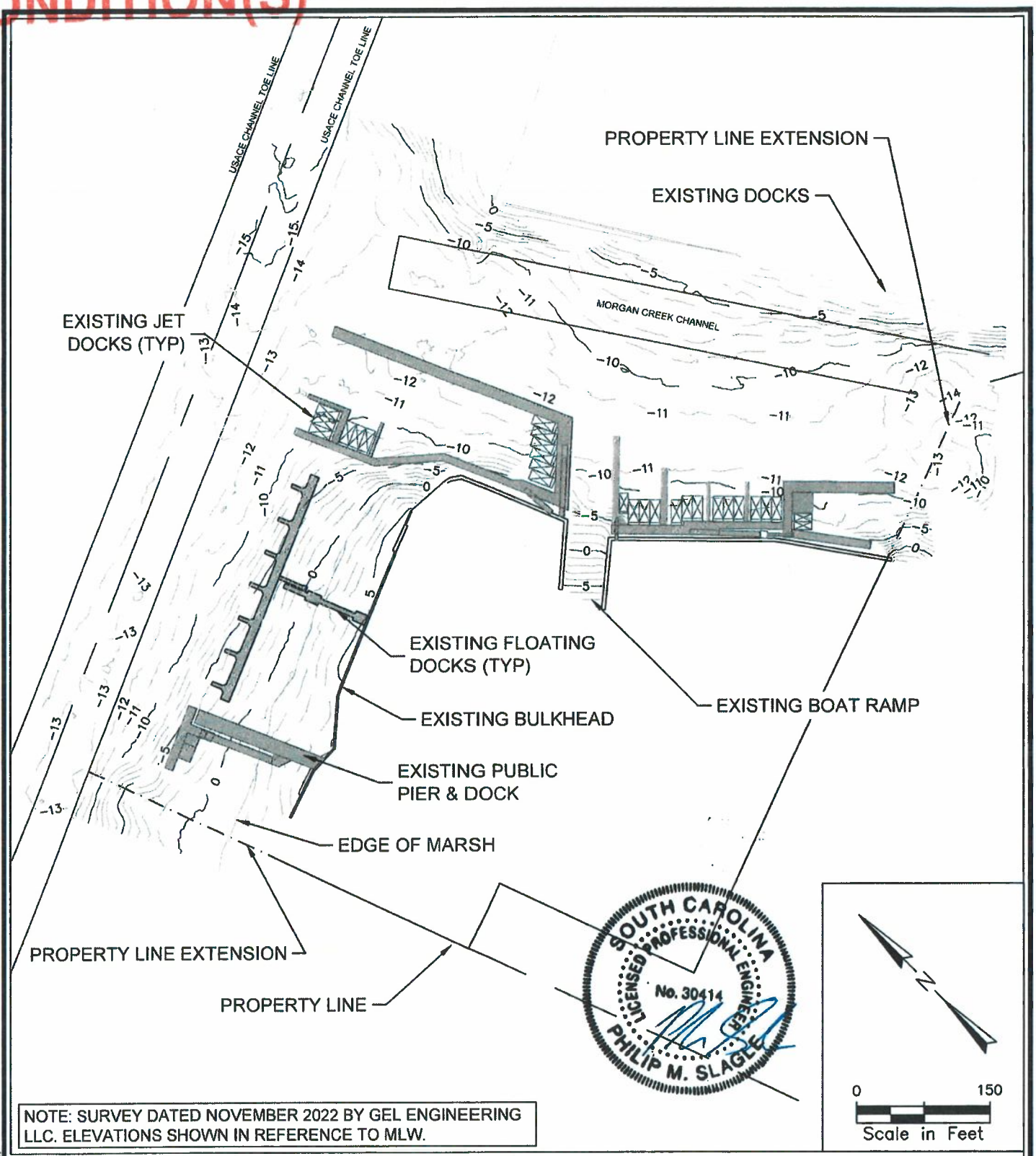
ATM
A Geosyntec Company

10-OCTOBER-2024
SHEET 01

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SEE SPECIAL CONDITION(S)

FOR PERMITTING PURPOSES ONLY
"NOT FOR CONSTRUCTION"



NOTE: SURVEY DATED NOVEMBER 2022 BY GEL ENGINEERING LLC. ELEVATIONS SHOWN IN REFERENCE TO MLW.

PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

EXISTING CONDITIONS

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

Parcel ID: 5710800007

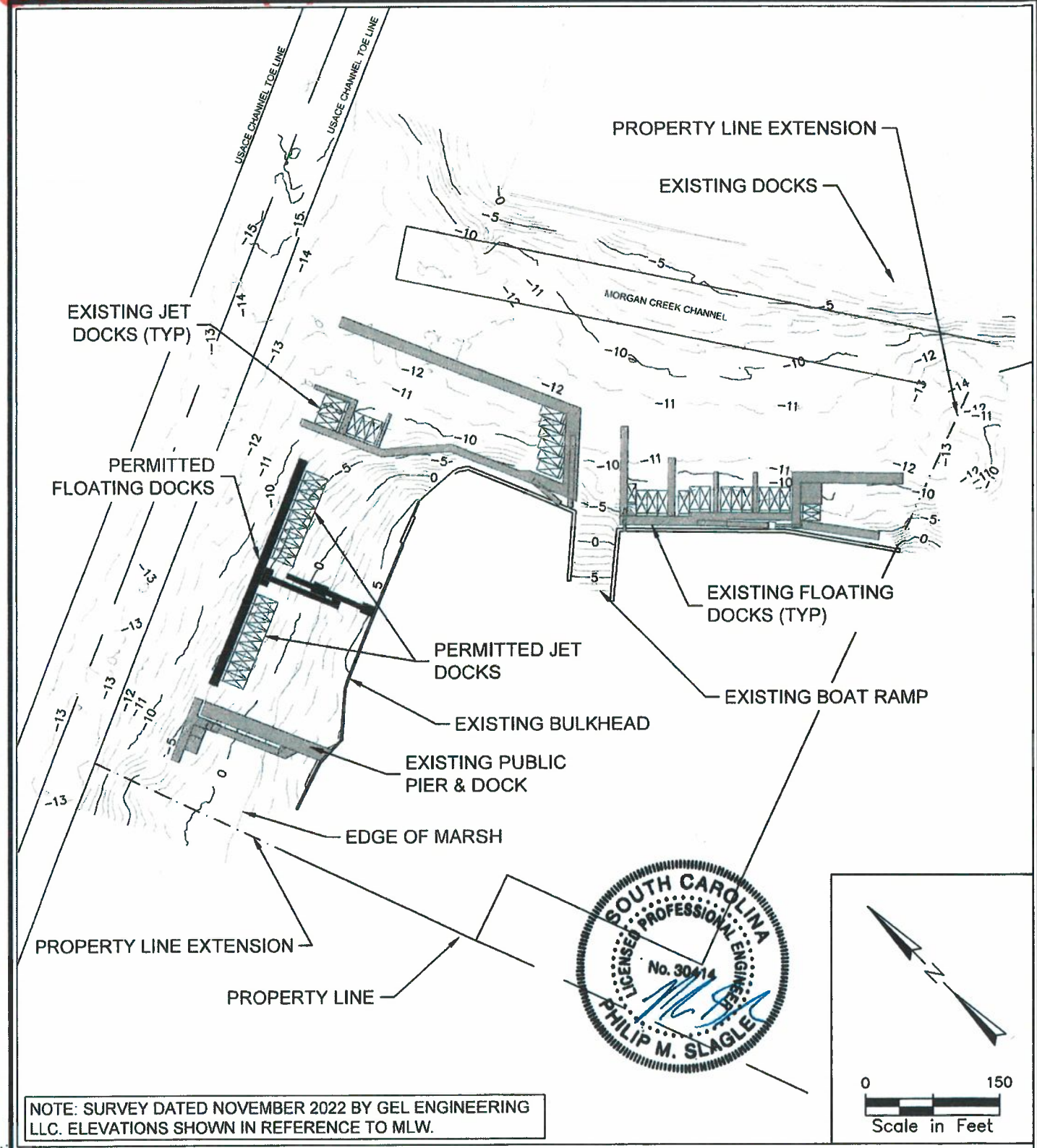
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10-OCTOBER-2024
SHEET 02

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NOTE: SURVEY DATED NOVEMBER 2022 BY GEL ENGINEERING LLC. ELEVATIONS SHOWN IN REFERENCE TO MLW.

PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

PERMITTED MARINA LAYOUT
PERMIT NO. SAC-2019-01124

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

Parcel ID: 5710800007

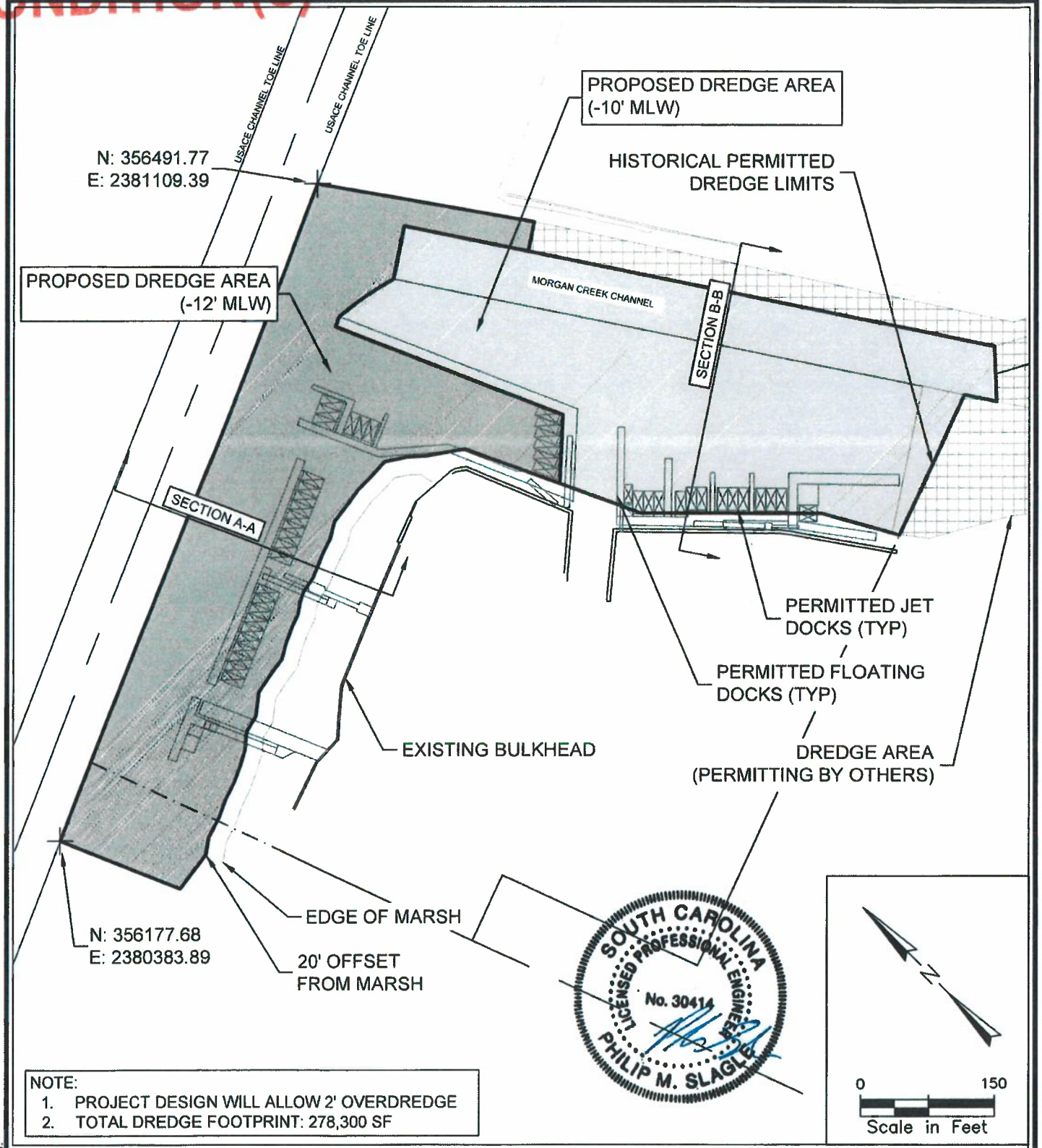
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10-OCTOBER-2024
SHEET 03

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SEE SPECIAL CONDITION(S)

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NOTE:
1. PROJECT DESIGN WILL ALLOW 2' OVERDREDGE
2. TOTAL DREDGE FOOTPRINT: 278,300 SF

PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

PROPOSED DREDGE SITE PLAN

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

Parcel ID: 5710800007

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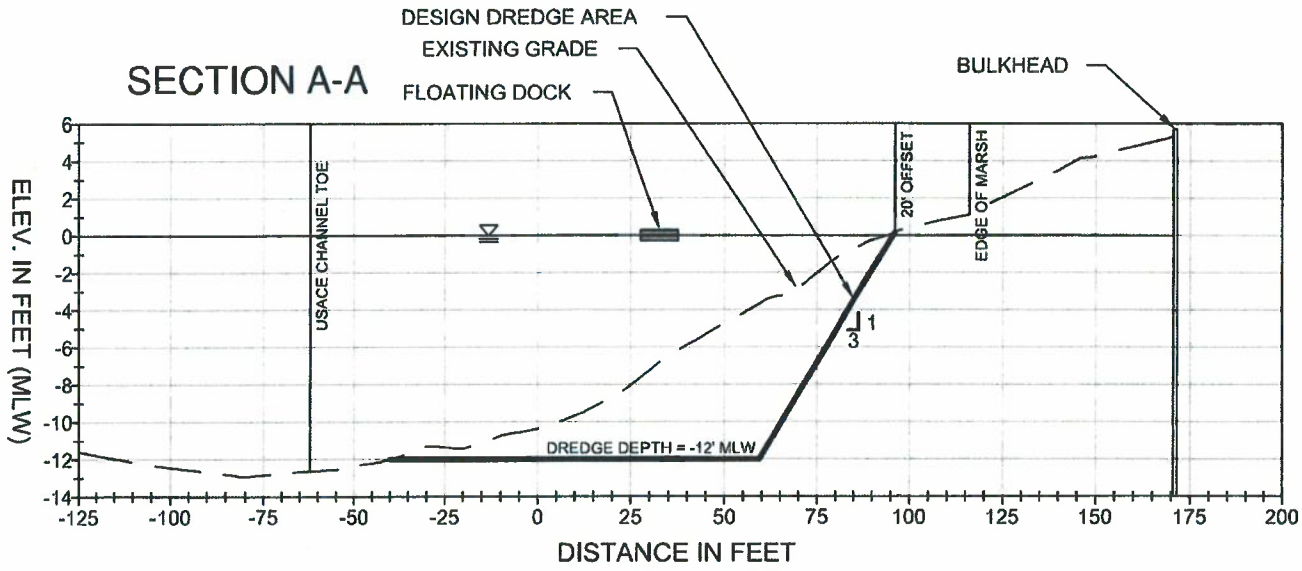
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SHEET 04

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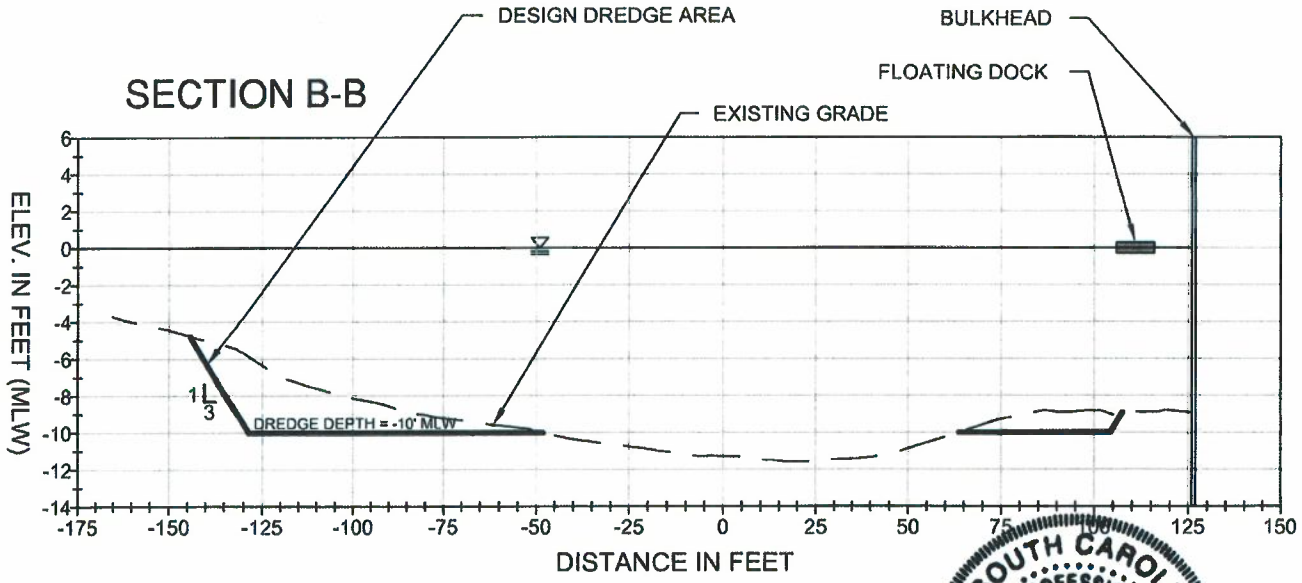
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SECTION A-A



SECTION B-B



SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER No. 30414 PHILIP M. SLAGLE

SEE SPECIAL CONDITION(S)

0 50
Scale in Feet

NOTE:
1. SURVEY DATED NOVEMBER 2022 BY GEL ENGINEERING LLC. ELEVATIONS SHOWN IN REFERENCE TO MLW.
2. VERTICAL EXAGGERATION = 1V:5H

QUANTITY TABLE	
DREDGE AREA (SF)	278,300
DREDGE VOL. (CY)	19,800

PROJECT:	IOP Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

PROPOSED DREDGE SECTIONS

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

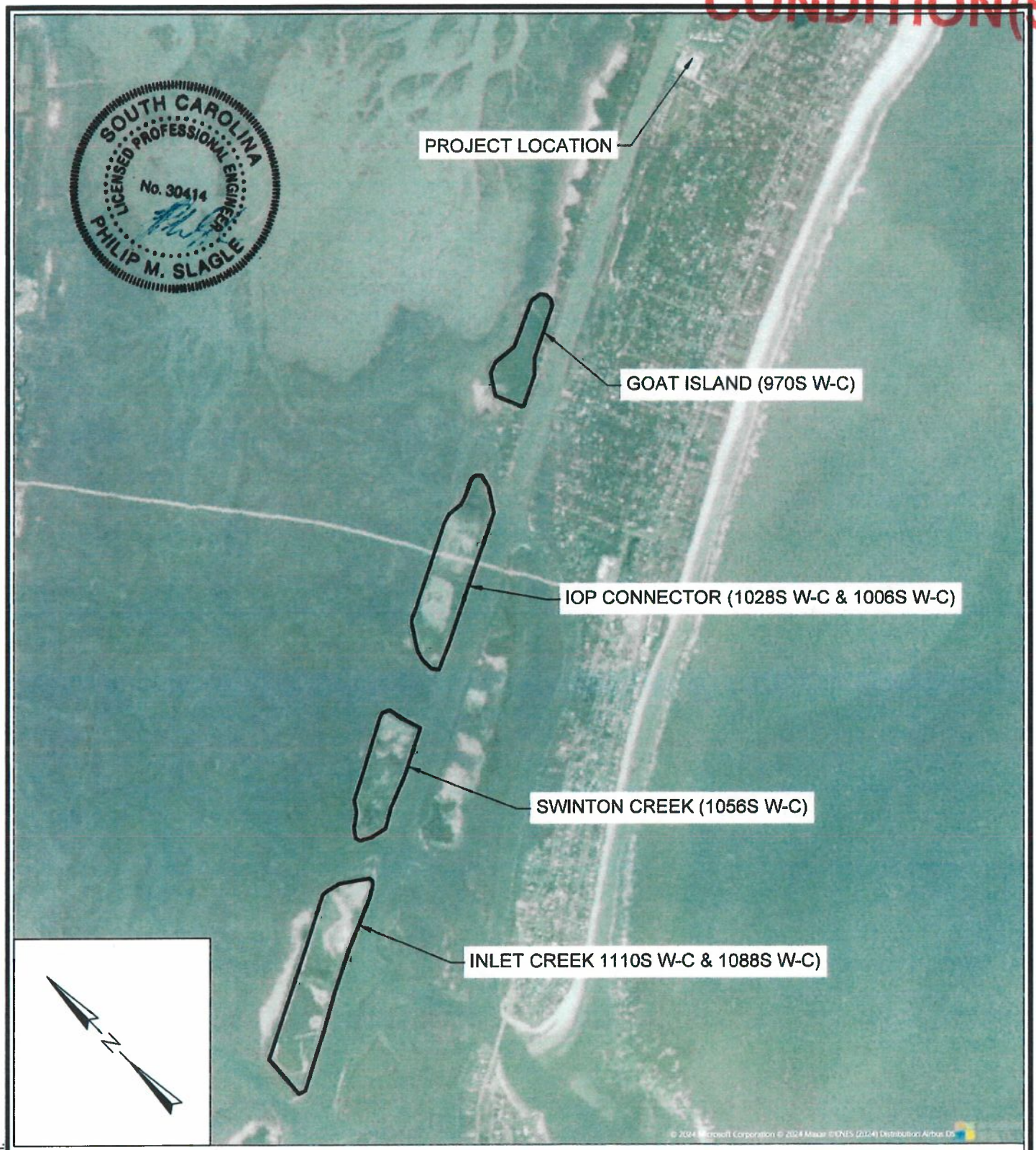
Parcel ID: 5710800007

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SHEET 05

FOR PERMITTING PURPOSES ONLY
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SEE SPECIAL CONDITION(S)



PROJECT:	IOP Marina Maintenance Dredging
WATERBODY:	Atlantic Intracoastal Waterway
COUNTY:	Charleston
STATE:	South Carolina
LATITUDE:	32°48'20.14"N
LONGITUDE:	79°45'39.45"W

POTENTIAL CONFINED DISPOSAL FACILITIES (CDF)

Requested by: City of Isle of Palms

Project Address: 50 41st Avenue, Isle of Palms

Parcel ID: 5710800007

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10-OCTOBER-2024
SHEET 06

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APPENDIX C – DISPOSAL PERMISSION