



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:
DESIGN SERVICES FOR VETERANS PARK

RFQ NUMBER:
RFQ TDD 79-19

<u>ISSUE DATE:</u>	September 2, 2019 at 8:00 A.M. CST
<u>LAST DAY FOR QUESTIONS:</u>	September 23, 2019 at 3:00 P.M. CST
<u>RFQ OPENING DATE & TIME:</u>	October 3, 2019 at 3:00 P.M. CST

NOTE: RESPONSES RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a response on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All envelopes containing sealed bids must reference the "RFQ Title", "RFQ Number" and the "RFQ Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____ PRINTED NAME: _____

TITLE: _____ DATE: _____

**DESIGN SERVICES FOR VETERANS PARK ON OKALOOSA ISLAND
FOR OKALOOSA TOURIST DEVELOPMENT DEPARTMENT**

Pursuant to Chapter 287.055, Florida Statutes and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants who can provide Design Services for Veterans Park.

Individuals and firms desiring consideration shall provide an original and one (1) thumb drive of their Statement of Qualifications (Statement) with copies of all licenses and a current business tax receipt issued by the County Tax Collector. Statements shall be portrait orientation, unbound, and 8 ½” x 11” where practical. Guidelines detailing form and content requirements for the Statement are available by contacting Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536, 850-689-5960, or download them from our website at http://www.myokaloosa.com/dept_purchasing.html and <https://www.bidnetdirect.com/florida>.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **October 3, 2019 at 3:00 PM CST** to be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non- delivery.

All submittals must be in sealed envelopes reflecting on the outside thereof **“Design Services for Veterans Park.”** Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting qualifications with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality. Okaloosa County shall be the sole judge of the submittal and the resulting negotiating agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:

Okaloosa County Purchasing Department
RE: Design Services for Veterans Park
RFQ TDD 79-19
5479A Old Bethel Road
Crestview, FL 32536

Jeff Hyde
Purchasing Manager

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FL

Charles K. Windes Jr., Chairman

**RFQ TDD 79-19: DESIGN SERVICES FOR VETERANS PARK
ON OKALOOSA ISLAND**

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RFQ TDD 79-19: DESIGN SERVICES FOR VETERANS PARK

PART 1 – GENERAL INFORMATION

The purpose of this Request for Qualification is to seek the services of a design professional for the design of Veterans Park on Okaloosa Island. This document provides the guidelines by which interested consultants are to submit their interest, qualifications, and proposal. Selection and negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.055, Florida Statutes and County policy. The proposed draft agreement for the work contemplated by this RFQ is attached and may be subject to change.

It is the intent of Okaloosa County, on behalf of its Public Works (PW) and Tourist Development (TDD) Departments, to contract with a professional design firm for the preparation and delivery of design plans, specifications, and cost estimates for the construction of improvements to Veterans Park on Okaloosa Island. The construction of the project will be traditional Design/Bid/Construct delivery system.

The project site is located on Okaloosa Island near the Emerald Coast Convention Center. The project site fronts Choctawhatchee Bay and adjoins Marler Park on Okaloosa Island. A conceptual plan has been developed and a USACOE permit (Permit No. SAJ-2012-02569-EP) and FDEP Environmental Resource Permit (Permit No.: 0210188-004-EI/46) have been obtained for the proposed development. Copies of these permits are provided with this RFQ package. The concept plan is included as attachments to the permits. It is the goal of the County to follow the concept plan to the extent possible.

In general the project consists of the construction of living shorelines to stabilize the eroding shoreline and create, restore, and enhance natural communities including oyster habitat breakwaters and saltwater marsh. The project also includes upland and wetland natural community enhancements including removal of exotic vegetation, native species plantings, and construction of osprey nesting platforms. A total of 0.24-acre of freshwater wetlands and 1.34 acres of uplands will be enhanced. Recreational and educational features including a primary elevated timber or concrete boardwalk with educational signage/kiosks providing information about the local ecosystem and memorial statues will be constructed. Public access improvements including a 22-slip public access pier with 577 linear feet of wave attenuation fence to provide temporary, day-use docking, staging dock improvements at the existing boat ramp, and a kayak/paddleboard launch are also components of the project. Additional ancillary design services for the project will include electrical system, security lighting, security cameras, and landscaping.

Services of the consultant shall be under the general direction of the County Public Works Director or his/her designee, who shall act as the County's representative during the performance of the scope of services.

The project is being funded by multiple sources and is estimated between \$4.5M and \$8M. Delivery of design documents and final permits should not exceed 12 months.

PART 2 – SCOPE OF SERVICES

The scope of services contemplated by this RFQ is for the design of improvements to develop Veterans Park on Okaloosa Island as has been detailed in concept drawings and has been permitted through the USACOE. Services also include assisting Owner with additional permits required by this project to include but not limited to, the USACOE, Florida Department of Environmental Protection, Northwest Florida Water Management District, and building permits from Okaloosa County Department of Growth Management. The consultant will be responsible for the design of the proposed Veterans Park development. Plans will be developed for site improvements to

include pier with boat slips, pier gazebo, wave attenuation wall, staging dock at existing boat ramp at adjoining Marler Park, living shoreline, pathways, observation areas, living shoreline, upland and wetland natural community enhancements. The park will be dedicated as a Veterans Memorial. The design will incorporate observation areas that will also serve to showcase bronze sculptures honoring veterans (the specific number of observation points and number of statues TBD (anticipated 6 – 10); statues will be supplied by others). No improved parking is proposed for this development. Parking will be provided at the Emerald Coast Convention Center.

PART 3 – QUALIFICATION PREPARATION INSTRUCTIONS

The original unbound copy of the response (Response) to the Request for Qualification (RFQ) and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. The Response must be completely responsive to the RFQ guidelines for consideration by the County.

All Responses received will be reviewed by the County’s Procurement Selection Committee. Responses should be responsive to the items identified in this RFQ and contain no more than 25 pages, #12 font minimum. One piece of paper printed front and back is considered two pages. The 25 page maximum excludes the cover, table of contents, section dividers, and copies of required forms. In addition to the paper original, an electronic copy of the signed response including all required forms shall be submitted on a thumb drive as a single-file, pdf document.

The Committee will review the Responses received unless determined to be non-responsive or non-responsible. The Committee will rank each Response based on the scoring criteria provided below which demonstrate firm’s capabilities, ability, and adequacy of personnel, past record, recent experience, current workload, and the overall adherence to the RFQ. At the sole discretion of the Procurement Selection Committee, oral presentations may be requested.

The top ranked firm will be recommended to the Board of County Commissioners for approval. If the Board of County Commissioners agrees with the Procurement Selection Committee’s recommendation, contract price negotiations will begin between the selected firm and Okaloosa County. Should contract negotiations fail, negotiations will begin immediately with the next highest ranked firm.

At such time when an approval is granted by the Okaloosa County Board of Commissioners, notification will be provided to each firm in accordance with the County’s Purchasing Manual. Failure to file a protest within the time prescribed in accordance with the County’s Purchasing Manual, Section 30, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under law.

Response to the RFQ shall be submitted in the format described below:

1. **Letter of Interest** shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm’s office that will be the lead office for this contract and any anticipated sub-consultants.

The Letter of Interest does not count toward the 25 page maximum.

2. **Experience of Firm/Team Members (25 Points)** – In this section you will highlight the firm’s experience. Teaming is allowed. Provide sufficient information clearly demonstrating successful completion of a minimum of 3 similar projects or projects that depict the overall design elements

(parks, coastal development, and coastal/marine design). Clearly show what elements may be provided by each team. State if the proposed team(s) has/have worked together on other projects.

This section counts toward the 25 page maximum.

3. **Organization & Staffing (15 Points)** – In this section the respondent will provide an organizational chart showing key areas of responsibility. At a minimum, the organizational chart will show an overall project manager, project engineer/architect, coastal/marine engineer, and environmental specialist. Resumes for the team members will be provided in this section.

This section counts toward the 25 page maximum.

4. **Quality Assurance (15 Points)** – Describe the firm’s quality assurance program that will be utilized in the delivery of this project and how the program will help to ensure errors, omissions, and conflicts may be eliminated and/or minimized.

This section counts toward the 25 page maximum.

5. **Project Understanding & Approach (30 Points)** - Describe the firm’s understanding of the project including the firm’s assessment of the project’s challenges and how the firm is uniquely qualified to monitor and/or mitigate those challenges. Describe the firm’s approach to controlling costs while maintaining high project quality assurance standards.

This section counts toward the 25 page maximum.

6. **Availability of Workload and Willingness to Meet Time Requirement (15 Points)** - Discuss the ability of the firm to manage this project within the specified project time and within budget. Prepare a simple Gantt chart outlining deliverables with the anticipated durations to deliver the project with submittal milestones at 10%, 30%, 60%, 90% and 100% in a timeframe of no longer than one year. Assume a two week turnaround for submittal reviews. For the personnel identified for the key positions stated in No. 3 above, show as a percentage, their time committed to other projects and their time available to devote to this project for each milestone deliverable. Note – this chart will be incorporated into the subsequent negotiated contract. When evaluating staff commitments/availability, assume the notice-to-proceed will be issued January 1, 2020.

This section counts toward the 25 page maximum.

7. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not otherwise requested in the RFQ.

This section counts toward the 25 page maximum.

8. **Business Credentials and Other** – Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida

licensing/registration qualifications of the firm and key personnel. Copies of all completed forms required by this RFQ are included in this section.

This section does not count toward the 25 page maximum.

PART 4 – PROCUREMENT SCHEDULE (ANTICIPATED)

RFQ Advertised & Posted on Website	9-02-19
Deadline for Questions	9-23-19
RFQ Response Due Date	10-03-19
Procurement Selection Committee Meeting	10-22-19
Recommend Award to BCC via ITA	10-25-19
Contract Negotiations	10-31-19 – 11-06-19
Finalize/Execute Agreement	11-19-19 est.
Issue Notice to Proceed	12-02-19 est.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers'

Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

- | | <u>LIMIT</u> |
|--------------------------|---------------------|
| 1. Worker's Compensation | |
| 1.) State | Statutory |

2.)	Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Professional Liability (E&O)	\$1,000,000 each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the

expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@myokaloosa.com
Phone: (850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> to access the Okaloosa County Web Site go to: <http://www.myokaloosa.com/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the RFQ documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their documents. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF QUALIFICATIONS – Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.

- A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.
- B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
- C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- D. Qualifications submitted by an individual shall show the respondent's name and official address.
- E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated

in the Request for Qualification. The official address of the joint venture must be shown below the signature.

- F. All signatures shall be in blue ink. All names should be typed or printed below the signature.
- G. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.
- H. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

3. INTEGRITY OF QUALIFICATIONS DOCUMENTS - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.

4. SUBMITTAL OF QUALIFICATIONS – Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

Note: Crestview, Florida is “not a next day guaranteed delivery location” by delivery services.

5. MODIFICATION & WITHDRAWAL OF SUBMITTAL – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.

6. QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE – All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.

7. CONDITIONAL & INCOMPLETE QUALIFICATIONS - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.

8. ADDITION/DELETION OF ITEM – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.

- 9. APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.
- 10. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
- 11. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 12. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 13. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.
- Note:** For respondent’s convenience, this certification form is enclosed and is made part of the RFQ package.
- 14. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 15. INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
- 16. REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 17. COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c)

ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon being removed from the Active Contractors List or termination of any contract resulting from this solicitation.

18. PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

19. SUSPENSION OR TERMINATION FOR CONVENIENCE - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of any contract resulting from this solicitation for the County’s convenience.

Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

20. FAILURE OF PERFORMANCE/DELIVERY - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.

21. AUDIT - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.

22. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

23. NON-COLLUSION – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

24. UNAUTHORIZED ALIENS/PATRIOT’S ACT – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List . In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

25. IDENTICAL TIE PROPOSAL - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

26. CONE OF SILENCE CLAUSE – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

Note: For respondent’s convenience, this certification form is enclosed and is made a part of the bid package.

27. DRUG-FREE WORKPLACE -Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at a minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize **DRUG-FREE WORKPLACE PROGRAM CERTIFICATION FORM** provided to make this certification.

28. INDEMNIFICATION & HOLD HARMLESS -CONSULTANT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Respondent shall acknowledge and agree to the Indemnification and Hold Harmless clause

29. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)- Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall disclose lobbying activity

using the **CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES** Form provided.

- 30. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12698)**-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. Respondents shall utilize **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS** form provided to make this certification.

- 31. MANDATORY DISCLOSURES-** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

- 32. The following documents are to be submitted with the qualifications packet. Failure to provide required forms may result in contractor disqualification.**
 - A. Drug-Free Workplace Certification Form
 - B. Conflict of Interest
 - C. Federal E-Verify
 - D. Cone of Silence Form
 - E. Indemnification and Hold Harmless
 - F. Addendum Acknowledgement
 - G. Company Data
 - H. System Award Management Form
 - I. List of References
 - J. Certification Regarding Lobbying
 - K. Sworn Statement – Public Entity Crimes
 - L. Governmental Debarment & Suspension
 - M. Vendors on Scrutinized Companies List

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee’s community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: ADDRESS: _____

NAME: _____

(Typed or Printed)

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent while the respondent is on the Active Contractors List , and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the time the respondent is on the Active Contractors List; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to place respondents on the Active Contractors List or award a particular contract, other than the Purchasing Department Staff..

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager’s decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ **presenting** _____
Signature **Company Name**

On this _____ day of _____ 2019 hereby agree to abide by the County’s “**Cone of Silence Clause**” and understand violation of this policy shall result in disqualification of my qualification/proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Proposer's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

ADDENDUM ACKNOWLEDGEMENT
RFQ TD 79-19

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

COMPANY DATA

Respondent's Company Name: _____

Physical Address & Phone #: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

DUNNS/SAM #: _____

Respondent's License #: _____

Additional License – Trade and Number _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

DBE/Minority Number: _____

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

LIST OF REFERENCES

1. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

2. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

3. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

4. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

5. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31,U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor,__, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for _____

2. This sworn statement is submitted by _____

Whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is .

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is _____ and my relationship to the entity named above is _____

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

- _____ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

- _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

- _____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

- _____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____ Signature: _____

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, in the year _____.

My commission expires: _____
Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification: _____

Type of ID

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative

Signature

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate _____, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County’s determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County’s determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County’s determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

Standard Contract Clauses

Exhibit “B”

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the

contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

**DESIGN SERVICE FOR VETERANS PARK
RFQ TDD 79-19
RANKING SHEET**

RANKING CRITERIA	
<p>Experience of Firm/Team Members: Provide sufficient information clearly demonstrating successful completion of a minimum of 3 similar projects or projects that depict the overall design elements (parks, coastal development, and coastal/marine design). Clearly show what elements may be provided by each team. State if the proposed team(s) has/have worked together on other projects. (25 Points)</p>	
<p>Organization & Staffing: In this section the respondent will provide an organizational chart showing key areas of responsibility. At a minimum, the organizational chart will show an overall project manager, project engineer/architect, coastal/marine engineer, and environmental specialist. Resumes for the team members will be provided in this section. (15 Points)</p>	
<p>Quality Assurance: Describe the firm's quality assurance program that will be utilized in the delivery of this project and how the program will help to ensure errors, omissions, and conflicts may be eliminated and/or minimized. (15 Points)</p>	
<p>Project Understanding & Approach: Describe the firm's understanding of the project including the firm's assessment of the project's challenges and how the firm is uniquely qualified to monitor and/or mitigate those challenges. Describe the firm's approach to controlling costs while maintaining high project quality assurance standards. (30 Points)</p>	
<p>Availability of Workload and Willingness to Meet Time Requirements: Discuss the ability of the firm to manage this project within the specified project time and within budget. Prepare a simple Gantt chart outlining deliverables with the anticipated durations to deliver the project with submittal milestones at 10%, 30%, 60%, 90% and 100% in a timeframe of no longer than one year. Assume a two week turnaround for submittal reviews. For the personnel identified for the key positions stated in No. 3 above, show as a percentage, their time committed to other projects and their time available to devote to this project for each milestone deliverable. Note – this chart will be incorporated into the subsequent negotiated contract. When evaluating staff commitments/availability, assume the notice-to-proceed will be issued January 1, 2020. (15 Points)</p>	
<p>TOTAL POSSIBLE – 100 PTS</p>	

PART 5 – EXHIBITS

- A. Sample Form of Agreement (Professional Services Agreement)
 - Sample Form of Agreement Exhibits
 - A. Concept Plans from USACOE and FDEP Permits
 - B. Scope of Services of the Consultant
 - C. Payment for Services
 - D. Insurance Requirements
 - E. Forms and Certifications (*place holders for the following documents that are to be provided with the RFQ*)
 - 1) Drug Free Work Place Certification
 - 2) Sworn Statement on Public Entity Crimes
 - 3) Conflict of Interest Disclosure
 - 4) Federal E-Verify Workplace Certification
 - 5) Indemnification and Hold Harmless
 - 6) Certification for Disclosure of Lobbying Activities
 - 7) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - 8) Vendors on Scrutinized Companies List

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

**DESIGN SERVICES
FOR
VETERANS PARK**

OKALOOSA BOARD OF COUNTY COMMISSIONERS

Sample Contract – Do Not Sign

This Sample Contract is subject to revision and not binding until fully approved by the BoCC and executed by all parties.

PROFESSIONAL SERVICES AGREEMENT - DESIGN SERVICES FOR VETERANS PARK

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AGREEMENT

THIS AGREEMENT is by and between Okaloosa County through its Board of County Commissioners ("Owner"), situated at 1250 N. Eglin Parkway, Shalimar, Florida 32579, and _____ ("Consultant"), a [type of entity] certified to do work in the State of Florida, whose address is _____.

WITNESSETH

WHEREAS, the Board has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, Consultant was chosen pursuant to that professional services selection process; and

WHEREAS, Owner and Consultant have negotiated the scope and fee for services contemplated in for the below described project.

NOW, THEREFORE, in consideration of payments, hereinafter mentioned, to be made by the Owner, the Consultant agrees to furnish all labor to perform work for RFQ TD79-19; Design Services for Veterans Park for a [LUMP SUM / NOT TO EXCEED] without an amendment to the Agreement amount of \$_____ in strict conformity with the provisions of this Agreement.

Owner and Consultant further agree as follows:

ARTICLE 1 THE PROJECT

1.01 The Project, of which the Services may be the whole or only a part, is identified as follows:

Improvements to Veterans Park to include boardwalks, coastal and shoreline improvements, environmental resource improvements, pier, pier gazebo, observation areas, and kayak launch. The Project will incorporate statues recognizing female veterans. Statues will be by others; platforms, boardwalks and foundations for placing the statues will be included

ARTICLE 2 SERVICES OF CONSULTANT

2.01 Consultant shall provide or cause to be provide, the services set forth as set forth herein and in Exhibit B.

2.02 Design services for Veterans Park to take from concept to final design drawings and specifications for the purposing of competitive bidding and construction by a general contractor. The services in general will follow the concept plans in Exhibit A that part of USACOE permit (Permit No. SAJ-2012-02569-EP) obtained for this project and incorporated by reference to this Agreement. Services may include but not limited to the

following disciplines: civil/environmental engineering, coastal engineering, architecture, landscape architecture, survey, electrical design, lighting, and security monitoring.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.01 General

- A. Owner will furnish the following documents. These documents may be provided in either paper or electronic format.
 - 1. USACOE permit (Permit No. SAJ-2012-02569-EP) and Plans,
 - 2. FDEP Environmental Resource Permit (Permit No.: 0210188-004-EI/46)
 - 3. Boundary Survey
- B. Owner shall pay Consultant as set forth in Exhibit C.
- C. Owner shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 4 INSURANCE AND INDEMNIFICATION

4.01 Insurance

- A. The Consultant shall furnish certificates of insurance demonstrating coverage meeting conditions and limits as outlined in Exhibit D.

4.02 Indemnification

- A. Consultant shall indemnify and hold harmless the Okaloosa Board of County Commissioners, and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and other persons employed or utilized by Consultant in the performance of this Contract.
- B. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of Okaloosa County's sovereign immunity.

4.03 Errors and Omissions

- A. Acceptance of the work by the County or Agreement termination does not constitute County approval and will not relieve the Party of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Party shall make all necessary revisions or corrections resulting from errors and/or omissions on part of the Party without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

ARTICLE 5 SCHEDULE FOR RENDERING SERVICE AND TERM

5.01 Commencement

- A. Consultant is authorized to begin rendering services as of the Effective Date of this Agreement and upon issuance of a Notice to Proceed by Owner.

5.02 Time for Completion

- A. The term of contract will run for three (3) years from the date of Notice to Proceed, The agreement may be extended by mutual agreement of both parties.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely matter so as not to delay the Consultant's performance of its services.
- E. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 6 INVOICES AND PAYMENTS

6.01 Invoices

- A. The Consultant will be eligible for progress payments under this Agreement at intervals not less than monthly.
- B. The Consultant will maintain for this purpose a job cost accounting system for the work performed by the Consultant but not its Subconsultants.
- C. Invoices for this Method of Compensation will be prepared by the Consultant, submitted, and supported by such information as may be required by the Owner to substantiate the charges being invoiced. The Consultant will promptly pay all Subconsultants their proportionate share of payments received from the Owner.
- D. The Owner will render a decision on the acceptability of services within five working days of receipt of either the services, invoice, or progress report, whichever is later. The Owner reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Owner. Any payment withheld will be released and paid to the Consultant promptly when the work is subsequently performed.

- E. Consultant shall submit invoices on a monthly basis and in a form agreeable to Owner. Invoices are due and payable within 25 days of receipt and in accordance with the Florida Prompt Payment Act (Chapter 218 F.S).

6.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Consultant and then to principal.
- B. Payment for hourly services shall be submitted with back-up documentation (i.e. staff timesheets) to support time spent and charges accrued.
- C. Each invoice shall show the total contract amount, any approved contract amount amendments, the amount previously billed, the current bill amount, and the balance remaining as of the pay ending date.
- D. Invoices shall be mailed directly to the Owner's designated representative.
- E. If Owner contests an invoice, Owner shall promptly advise Consultant of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

6.03 Project Closeout

A. Final Audit

1. If requested by the Owner, the Consultant will permit the Owner and/or its designee to perform an audit of the time based and reimbursable expense records of the Consultant and any or all Subconsultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the services. In the event funds paid to the Consultant are subsequently properly disallowed by the Owner because of accounting errors or charges not in conformity with this Method of Compensation, the Consultant agrees that such disallowed amounts are due to the Owner upon demand.
2. A Certificate of Completion will be prepared for execution by both parties stating the total compensation due to the Consultant, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the Consultant will either submit a termination invoice for an amount due or refund to the Owner for overpayment, provided the net difference is not zero.

ARTICLE 7 CONSULTANT'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Consultant makes the following representations:

- A. Consultant is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Services under this Agreement.
- B. Consultant has carefully studied, considered, and correlated the information known to Consultant, information commonly known to Consultants providing similar services doing business in the locality where the Services will be provided, and with respect to the effect of such information on the cost, progress, and performance of Consultant's obligations under this Agreement.

ARTICLE 8 MISCELLANEOUS

8.01 Successors and Assigns

- A. Owner and Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.02 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.03 Consultant's Certifications

- A. Consultant certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.03:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding or selection process or the execution of the Agreement to the detriment of Owner, (b) to Agreement prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition; and
 - 3. "collusive practice" means a scheme or arrangement between two or more Consultants, with or without the knowledge of Owner, a purpose of which is to establish prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection or negotiating process or affect the execution of the Agreement.

8.04 Limitations

- A. Owner and Consultant waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 8.4.A shall be binding upon the assignee with respect to Consultant and assignor.

8.05 Third Party Beneficiaries

- A. It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or

any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

8.06 Notices

- A. All notices required or made pursuant to this Agreement by the Consultant to the Owner shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Okaloosa County Administrator
1250 N. Eglin Parkway
Shalimar, FL 32579

- B. All notices required or made pursuant to this Agreement by the Owner to Consultant shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

[name}
[firm].
[address]
[address]
[address]

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

8.07 Contractor Compliance

- A. The Consultant shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

8.08 Audit

- A. The Owner and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Consultant with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of three (3) years after the termination of the Contract.
- B. Consultant represents, that as it pertains to any federal funds utilized under this Agreement, it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards applicable to its performance as a recipient of U.S. governmental funds and that such audit has revealed no material findings.

- C. Consultant understands the requirements of and agrees to comply with the requirements of Florida Statutes, section 20.055(5).

8.09 Independent Contractor

- A. The parties enter into this Contract as, and shall continue to be, independent contractors. All services shall be performed only by Consultant, Consultant's employees, and Consultant's subconsultants. Under no circumstances shall Consultant or any of Consultant's employees or any or Consultant's subconsultants or lower tiered subconsultants to look to the Owner as his/her employer, or as partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to the Owner's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultants name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

8.10 Public Records

- A. Consultant shall adhere to the Public Records law of Florida.
- B. Specifically, Consultant must:
 - 1. Keep and maintain public records require by the Owner to perform the service.
 - 2. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Owner.
 - 4. Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the Consultant or keep and maintain public records required by the Owner to perform the service. If the Consultant transfers all public records to the Owner upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the Owner, upon the request from the Owner's custodian of public records, in a format that is compatible with the information technology system of the Owner.

- C. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY
RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL
ROAD CRESTVIEW, FL 32536 PHONE (850) 689-5977
riskinfo@myokaloosa.com.**

8.11 Safeguarding Personal Identifiable Information

- A. Consultant will take reasonable measures to safeguard protected personally identifiable information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding obligations of confidentiality .

8.12 Controlling Law

- A. This Contract shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Contract shall be in the state courts of Okaloosa County, Florida.

8.13 Compliance with the Law

- A. The Consultant shall comply with all applicable federal, state, and local rules and regulation in providing services to the Owner under this Contract. Consultant acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local rules and regulations.

8.14 Standards of Performance

A. Standard of Care

The standard of care for all performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances as the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Subconsultants

Consultant may employ such subconsultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

C. Cooperation and Performance

1. During the life of this Agreement, the Owner will conduct reviews of the services assigned. The Consultant shall cooperate with and assist the Owner or designee in reviewing the services.
2. If the Owner determines that the performance of the Consultant is unsatisfactory, the Owner shall notify the Consultant of the deficiency to be corrected. The Consultant shall, within five days after notice from the Owner provide the Owner with a corrective action plan describing how the Consultant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

8.15 Termination or Suspension

- A. The Owner may, by written notice to the Consultant, suspend any or all of the Consultant's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Owner may terminate this Agreement in whole or in part at any time the interest of the Owner requires such termination. If the Owner determines that the performance of the Consultant is not satisfactory, the Owner shall notify the Consultant of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Consultant of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Owner may either (1) immediately terminate the Agreement as set forth in paragraph 8.13.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Owner chooses to take action and not terminate the Agreement, the Consultant shall, upon demand, promptly reimburse the Owner for any and all costs and expenses incurred by the Owner in correcting the deficiency.
- B. If the Owner terminates the Agreement, the Owner shall notify the Consultant of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. In the event this Agreement is terminated by either party, the Consultant shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the Agreement or subsequent Amendments, unless otherwise agreed.
- D. The Owner reserves the right to unilaterally cancel this Agreement for refusal by the Consultant or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 8.13., the Consultant shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:
 1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or
 2. Furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Owner or upon the basis of terms and conditions imposed by the Owner upon the failure of the Consultant to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Owner may otherwise have arising out of this Agreement. In the event of termination of this Agreement by either party, the Owner shall within twenty five (25) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

8.16 Drug-Free Work Place

- A. Consultant hereby certified that it is and shall continue to comply with the requirements of the Drug-Free Work Place Act of 1988.

8.17 Resource Recovery

- A. Consultant hereby certifies that it shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, but are not limited to, procuring only items designated in guidelines of the Environmental Protection agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, April. 19, 1995]

8.18 Compliance with Certain Environmental Standards.

- A. Consultant certifies and agrees to comply with all of the following applicable standards, orders or regulations issued pursuant to:
 - 1. Clean Air Act, 42 U.S.C., 7401, et seq.;
 - 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
 - 3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
 - 4. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- B. Violations must be reported to the Owner and the Regional Office of the EPA.

8.19 Public Entity Crime Information

- A. Consultant acknowledges and certifies that it is not on the convicted vendor list with the state of Florida.

8.20 Equal Employment Opportunity

- A. In accordance with Executive Order 11246, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8.21 Employment Eligibility Verification

- A. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm employment eligibility of all persons employed by the Consultant during the term of this Agreement to perform employment duties within Florida and all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the Agreement.

8.22 Records

- A. Records of time based and reimbursable expense costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Owner at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Owner upon request. Records of costs incurred include the Consultant's general accounting records, the project records, together with supporting documents and records, of all subconsultants performing work on the project, and all other records of the Consultant and subconsultants and/or contractors considered necessary by the Owner or state or federal agency for a proper audit of costs.

8.23 Access to Records

- A. The Consultant shall allow the Owner, or any State of Florida or Federal Agency or their designee access to such records upon request. This shall include but not be limited to the Florida Department of Transportation, the CFO or State of Florida Auditor General, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent for the purpose of making audit, examination, excerpts, and transcriptions.

8.24 Copeland Anti-Kickback Act

- A. Contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

8.25 Federal Fair Labor Standards Act (Federal Minimum Wage)

- A. All contracts and subcontractors that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8.26 Occupational Safety and Health Act of 1970

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the requirement of 29 CFR 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

8.27 Nondiscrimination

- A. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:
 - 1. Compliance with Regulations: The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations

under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities:

- 1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- 4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9 The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 9 EXHIBITS AND SPECIAL PROVISIONS

9.01 Exhibits Included:

- A. Exhibit A – Concept Drawings from Permits (pages
- B. Exhibit B – Services of the Consultant (pages 1 to 28 , inclusive);
Exhibit C – Payment for Services (pages 1 to 2 , inclusive);
Exhibit D – Insurance Requirements (pages 1 to 4 , inclusive);
Exhibit E – Forms and Certifications
Drug Free Work Place Certification (1 page)
Sworn Statement on Public Entity Crimes (2 pages)
Conflict of Interest Disclosure (1 page)
Federal E-Verify Workplace Certification (1 page)
Indemnification and Hold Harmless (1 page)
Certification for Disclosure of Lobbying Activities (1 page)
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (2 pages)
Vendors on Scrutinized Companies List (1 page)
- C. The following permits have been obtained by Owner for this project and are incorporated by reference:
 - 1. USACOE permit (Permit No. SAJ-2012-02569-EP);
 - 2. FDEP Environmental Resource Permit (Permit No.: 0210188-004-EI/46) have been obtained for the proposed development.

9.02 Total Agreement:

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Owner and Consultant have signed this Agreement. Counterparts have been delivered to Owner and Consultant. All portions of the Contract Documents have been signed or identified by Owner and Consultant or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

Owner: Okaloosa County _____ Consultant: [Name] _____

By: _____ By: _____
Charles K. Windes, Jr.
Chairman, Board of County
Commissioners

Attest: _____ Witness: _____
J.D. Peacock, II, Clerk

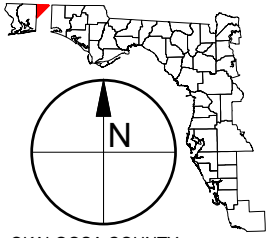
Address for giving notice: _____ Address for giving notice: _____
1250 N. Eglin Parkway _____ [Address] _____
Shalimar, FL 32579 _____ [Address] _____
[Address] _____

Agent for service of process:

(If Consultant is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative: _____ Designated Representative: _____
Jason Autrey, P.E. _____ [Name] _____
1759 S. Ferdon Blvd. _____ [Address] _____
Crestview, FL 32536 _____ [Address] _____
Phone: (850) 689-5772 _____ [Phone] _____

**EXHIBIT "A" - CONCEPT PLANS FROM PERMITS FOR VETERANS PARK on
OKALOOSA ISLAND**



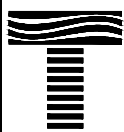
OKALOOSA COUNTY,
FLORIDA



REFERENCE: USGS 7.5 QUADRANGLE MAP FORT WALTON BEACH, 1992

0 1,000' 2,000'

SCALE: 1" = 1,000'



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
PROJECT LOCATION MAP
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	1 of 28
DATE	FEB 2017

SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

CATHY SHELL X:\SIS\PROJECTS\2013-065 OKA GREENSHORE\2015 BAYWALK\C2014-006 OKA GREENSHORE BAYWALK\PERMIT\C2014-006-P-LOCATION.MAP.DWG 2/22/2017 11:01:30 AM

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GENERAL NOTES:

- DRAWING REFERENCES THE FLORIDA STATE PLANE NORTH, NORTH AMERICAN DATUM OF 1983 (NAD83)
- ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD88). ELEVATIONS IN FEET UNLESS NOTED OTHERWISE.
- AERIAL IMAGERY OBTAINED FROM ESRI (2010) AND GOOGLE EARTH (2013). AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY. NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THESE MAPS.
- FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT DRAWING FILE "GULF INTRACOASTAL WATERWAY WEST BAY TO SANTA ROSA SOUND CHOCTAWHATCHEE BAY, GIWW M. 224.0 - 225.0, 9897+00 - 9948+00, CONDITION SURVEY." SHEET 30 OF 59, DATED MARCH 2016.
- PARCEL BOUNDARIES OBTAINED FROM THE OKALOOSA COUNTY GIS DEPARTMENT ([HTTP://WEBGIS.OKALOOSAFL.COM/WEBGIS/](http://webgis.okaloosafl.com/webgis/)).
- EXISTING BOAT RAMP, RAMP STAGING DOCKS, AND FISHING PIER PERMITTED UNDER THE MARLER PARK RENOVATION PROJECT (FDEP PERMIT NO. 46-0210188-001-DF ISSUED JULY 2003 AND USACE PERMIT NO. 200202278(1P-TLZ) ISSUED MARCH 2004).
- BATHYMETRIC AND MEAN HIGH WATER LINE (MHWL) SURVEY PERFORMED BY SEASIDE ENGINEERING AND SURVEYING, LLC SEPTEMBER 2013. MHWL FIELD VERIFIED DECEMBER 2014.
- TOPOGRAPHIC SURVEY PERFORMED BY SEASIDE ENGINEERING AND SURVEYING, LLC DECEMBER 2014
- SEAGRASS SURVEY PERFORMED BY TAYLOR ENGINEERING, INC. SEPTEMBER 2013
- COASTAL WETLAND DELINEATION PERFORMED BY TAYLOR ENGINEERING, INC. SEPTEMBER 2013 AND FIELD VERIFIED BY FDEP ON SEPTEMBER 30, 2014.
- INLAND WETLAND DELINEATION PERFORMED BY TAYLOR ENGINEERING, INC. OCTOBER 2014 AND FIELD VERIFIED BY FDEP ON DECEMBER 16, 2014.
- OBSERVATION AREAS SHALL CONSIST OF MAINTAINED NATURAL AREAS. THE AREA SHALL BE BOUND BY POST AND ROPE, OR SIMILAR, TO DISCOURAGE FOOT TRAFFIC OUTSIDE OF THE MAINTAINED AREA. GROUND SURFACE TREATMENTS WITHIN THESE AREAS MAY INCLUDE GRAVEL, WOODCHIPS, OR SIMILAR.
- ALL FILL MATERIAL SHALL BE COMPRISED OF CLEAN SAND IN ACCORDANCE WITH THE OKALOOSA ISLAND COVENANTS AND RESTRICTIONS.

GENERAL DOCKING FACILITY NOTES:

- CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS
- BERTH DIMENSIONS REPRESENT THE OVERALL SLIP LENGTH AND WIDTH.
- NO LIVEBOARDS ARE PROPOSED
- NO FUELING FACILITIES OR SEWAGE PUMPOUTS ARE PROPOSED AT THIS FACILITY

- MATERIALS ARE SUBJECT TO CHANGE. PILE EMBEDMENT AND DIMENSIONS WILL BE DETERMINED DURING FINAL DESIGN.
- DOCK PILINGS WILL BE WRAPPED OR OTHERWISE MADE FROM NON-LEACHING MATERIALS.
- THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.

PROPOSED DOCK PLAN:

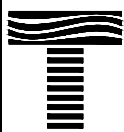
- TOTAL NUMBER OF SLIPS: 22
- TOTAL FIXED TIMBER PIER AREA = ~21,765 S.F.
 - ~407 S.F. EXISTING (RIGHT BOAT RAMP DOCK)
 - ~432 S.F. EXISTING (LEFT BOAT RAMP DOCK)
 - ~100 S.F. DEMOLISHED (TO BE REMOVED TO EXTEND RIGHT BOAT RAMP DOCK)
 - ~659 S.F. PROPOSED RIGHT BOAT RAMP DOCK EXTENSION
 - ~16,101 S.F. PROPOSED (MAIN ACCESS PIER; W/ GAZEBO & FINGER PIERS)
 - ~1,586 S.F. PROPOSED (KAYAK LAUNCH DOCK)
- FLEXIBLE MOORING AREA: ~500 LINER FEET
- PROPOSED SUBMERGED LAND LEASE TOTAL AREA: 48,230 S.F.
 - AREA 1: 1,325 S.F.
 - AREA 2: 1,776 S.F.
 - AREA 3: 7,768 S.F.
 - AREA 4: 37,361 S.F.

PROPOSED GRADING PLAN

- TOTAL MARSH CREATION FILL VOLUME = ~2,300 CY

ENVIRONMENTAL RESTORATION

- OYSTER REEF (BREAKWATER) HABITAT: 1.42 ACRES
- SEAGRASS RECRUITMENT AREA: 1.23 ACRES
- SALTMARSH CREATION AREA: 1.03 ACRES
- SALTMARSH ENHANCEMENT AREA: 0.58 ACRES
- COASTAL UPLAND ENHANCEMENT AREA: 1.34 ACRES
- FRESHWATER WETLAND ENHANCEMENT AREA: 0.24 ACRES



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
PROJECT NOTES
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

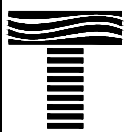
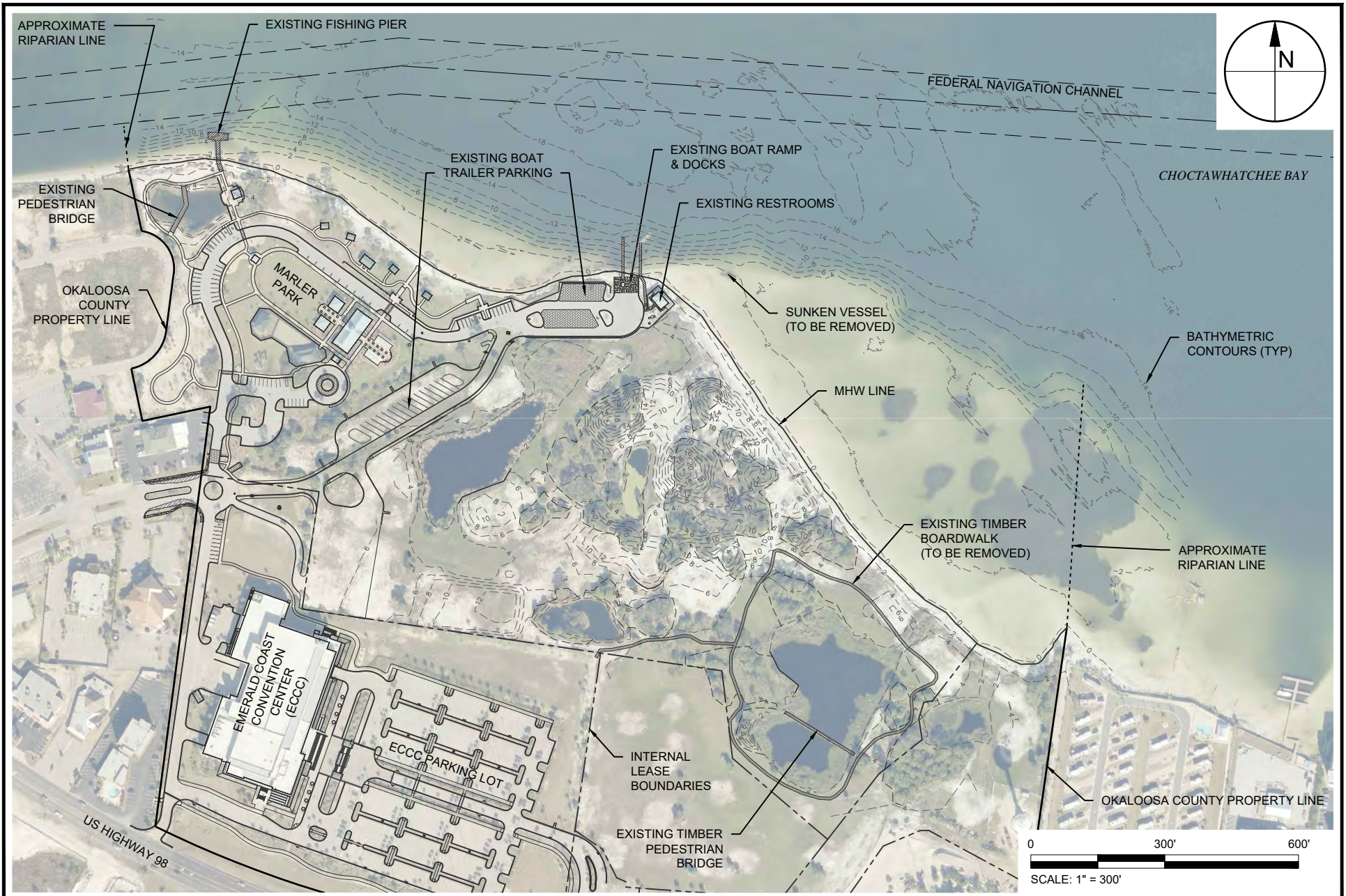
PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	2 of 28
DATE	FEB 2017

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

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TAYLOR ENGINEERING INC.

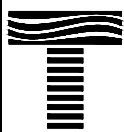
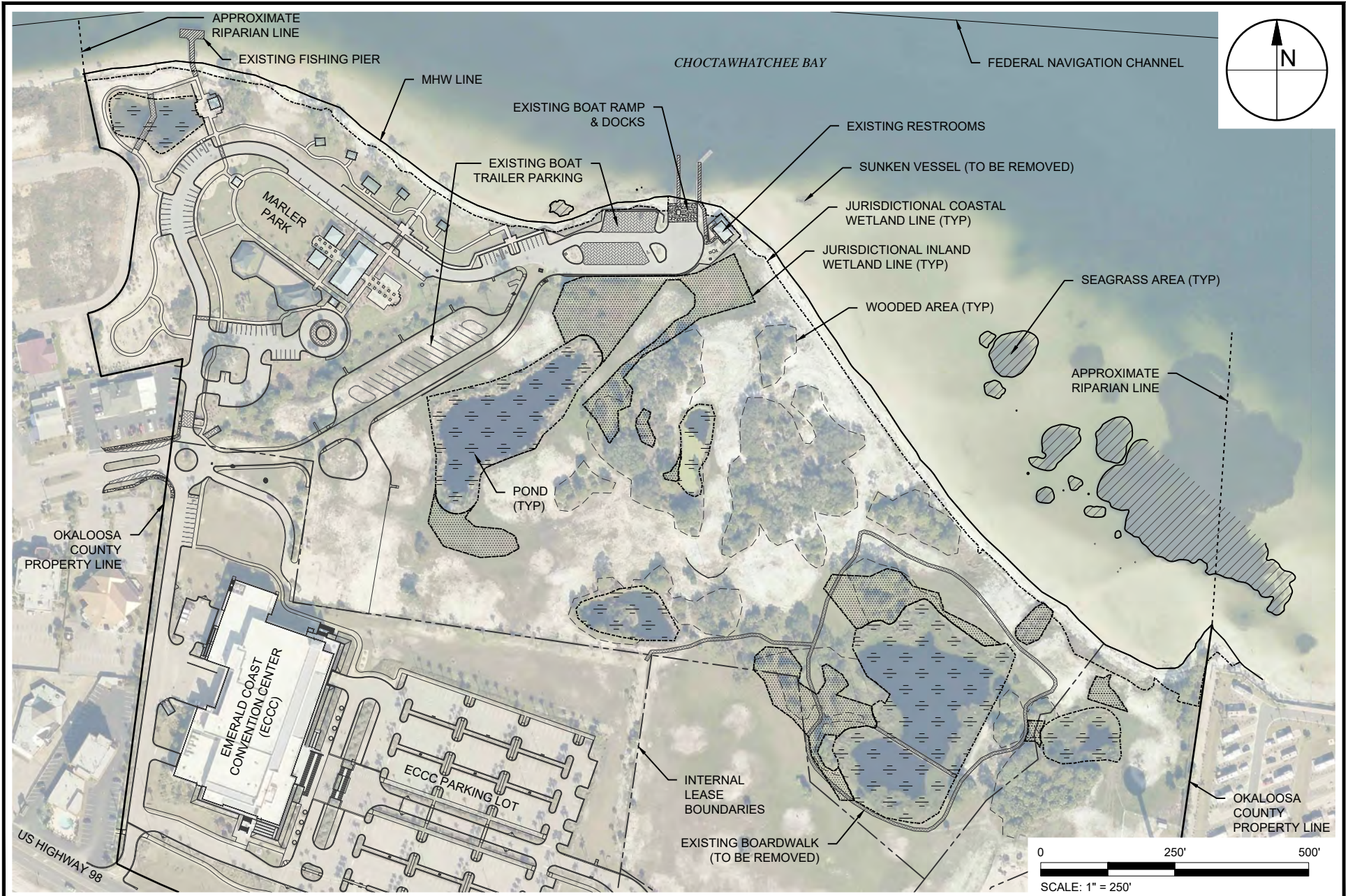
1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
EXISTING CONDITIONS
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	3 of 28
DATE	FEB 2017

SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

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TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

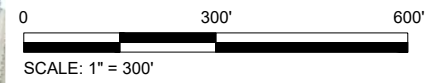
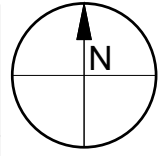
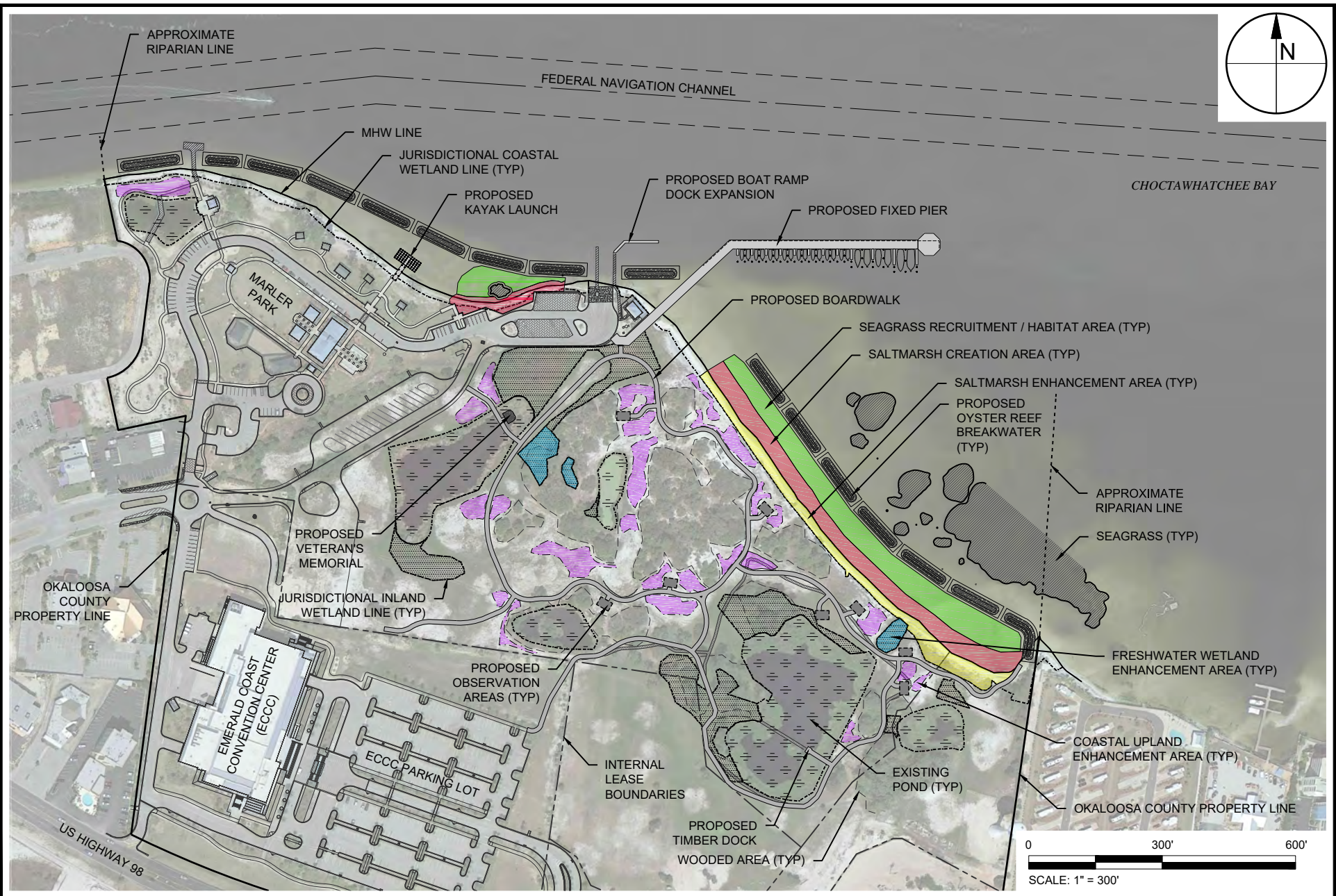
FIGURE 4
EXISTING ENVIRONMENTAL RESOURCES MAP
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	4 of 28
DATE	FEB 2017

SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

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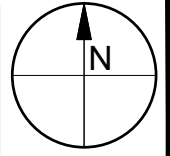


TAYLOR ENGINEERING INC.
 1221 AIRPORT ROAD
 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 5
 PROJECT OVERVIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069	SEAL
DRAWN BY	AF / RLJ	
SHEET	5 of 28	
DATE	FEB 2017	
		MATTHEW TRAMMELL P.E.# 69244
		DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



**WEST SHORELINE
FIGURE 7**

**CENTRAL
SHORELINE
FIGURE 8**

**EAST SHORELINE
FIGURE 9**

**UPLAND IMPROVEMENTS
FIGURE 10**

APPROXIMATE
RIPARIAN LINE

FEDERAL NAVIGATION CHANNEL

CHOCTAWHATCHEE BAY

SANTA ROSA BLVD

OKALOOSA COUNTY
PROPERTY LINE

EMERALD COAST
CONVENTION
CENTER (ECCC)

ECCC PARKING LOT

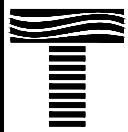
US HIGHWAY 98

APPROXIMATE
RIPARIAN LINE

OKALOOSA COUNTY
PROPERTY LINE



SCALE: 1" = 400'



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FIGURE 6
SHEET INDEX
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

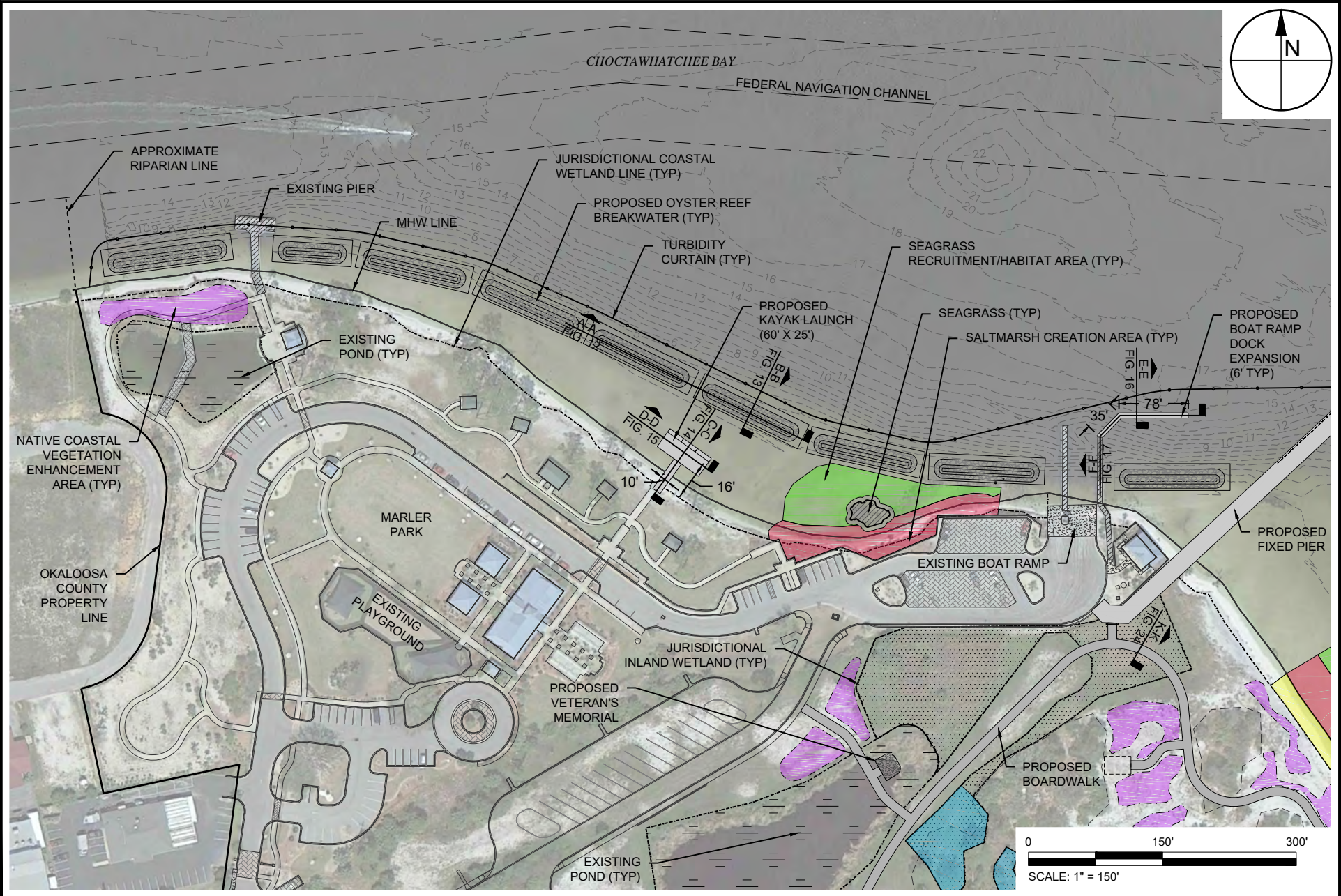
PROJECT	C2014-006/069
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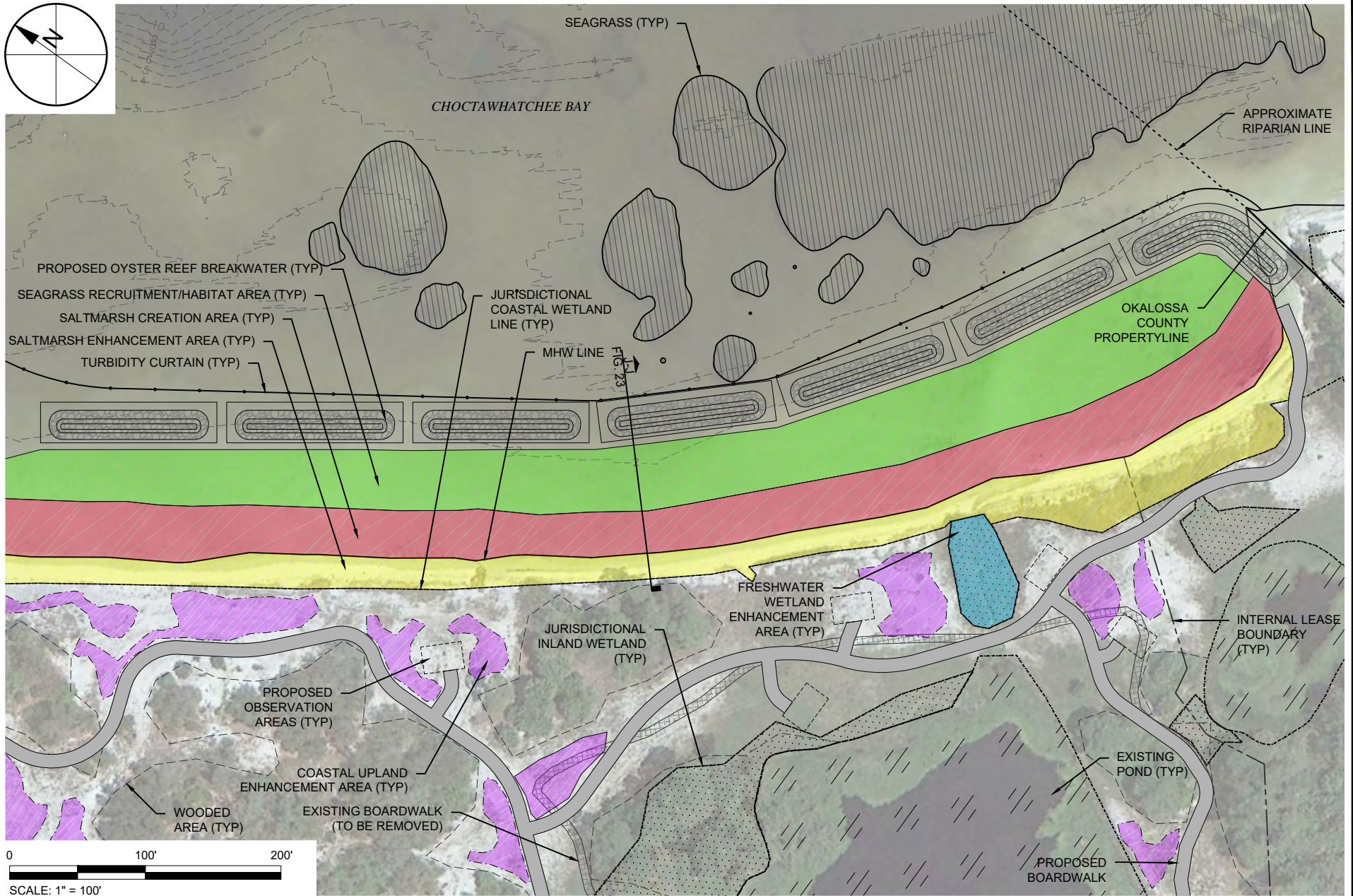
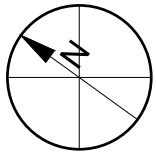


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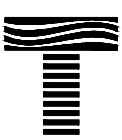
FIGURE 7
 PROPOSED WEST SHORELINE PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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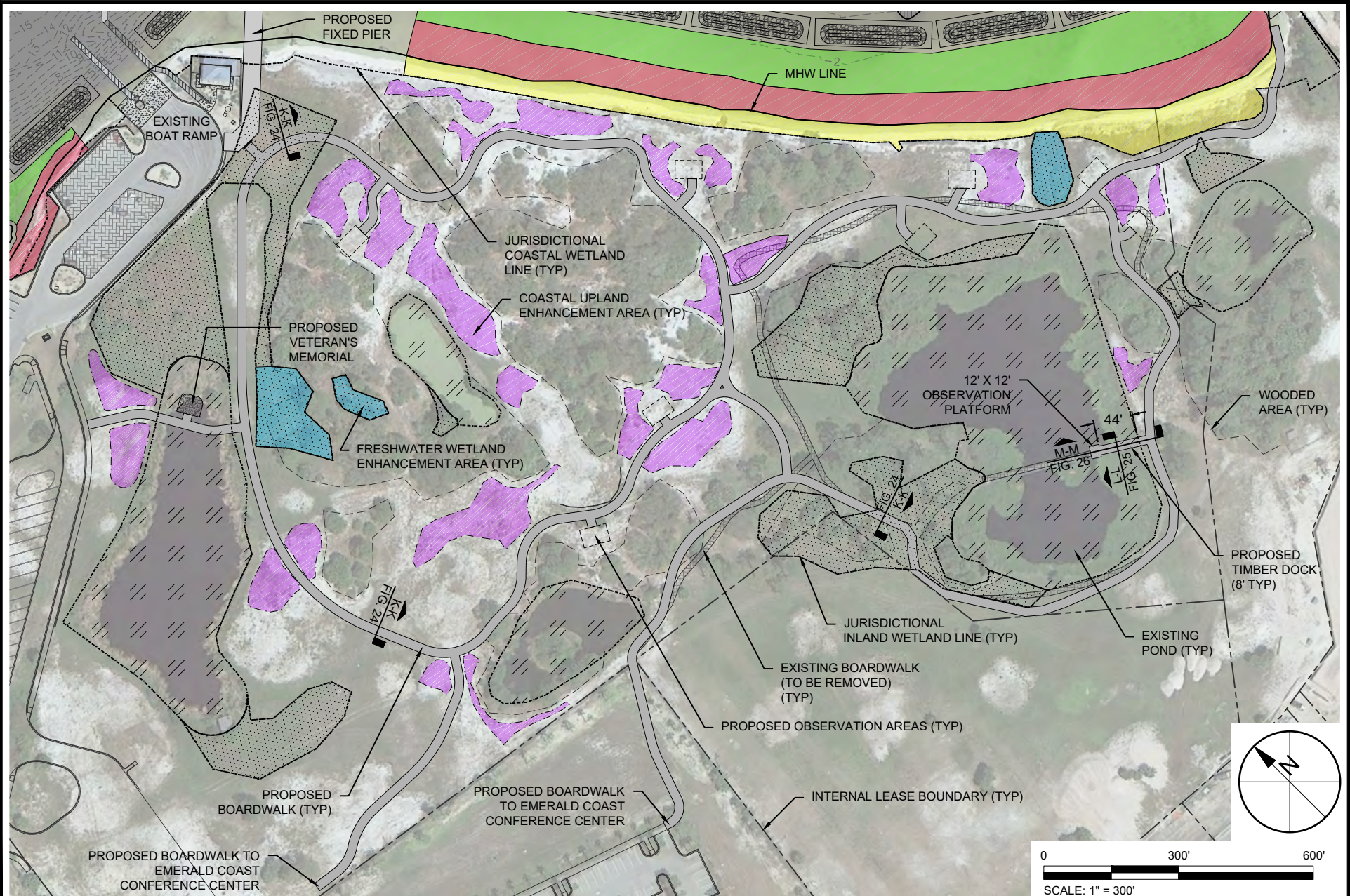
TAYLOR ENGINEERING INC.
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FIGURE 9
 PROPOSED EAST SHORELINE PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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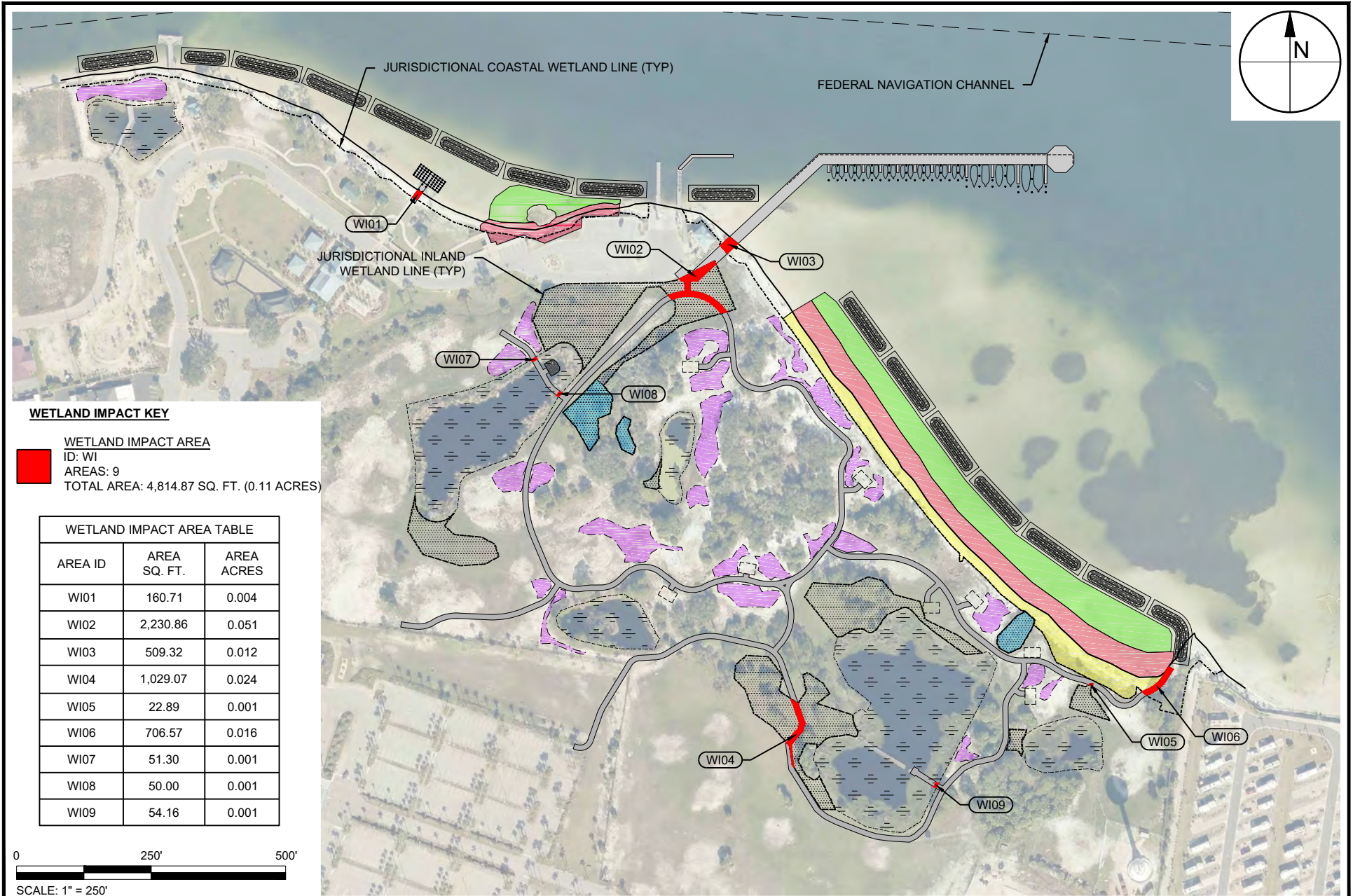
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FIGURE 10
 PROPOSED UPLAND IMPROVEMENTS PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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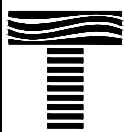
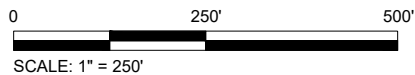
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WETLAND IMPACT KEY

WETLAND IMPACT AREA
 ID: WI
 AREAS: 9
 TOTAL AREA: 4,814.87 SQ. FT. (0.11 ACRES)

WETLAND IMPACT AREA TABLE		
AREA ID	AREA SQ. FT.	AREA ACRES
WI01	160.71	0.004
WI02	2,230.86	0.051
WI03	509.32	0.012
WI04	1,029.07	0.024
WI05	22.89	0.001
WI06	706.57	0.016
WI07	51.30	0.001
WI08	50.00	0.001
WI09	54.16	0.001



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FIGURE 11
 WETLAND IMPACT MAP
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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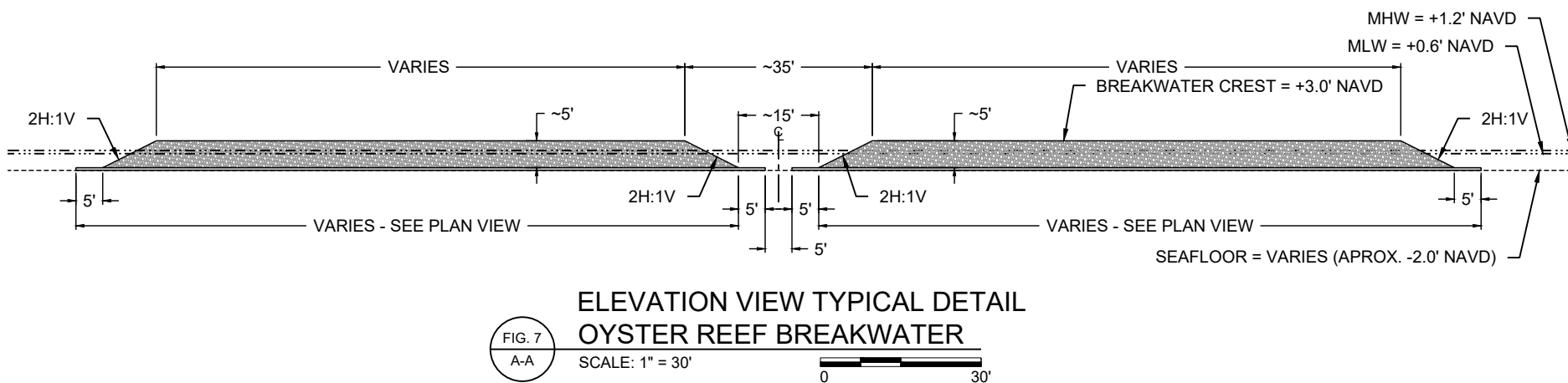
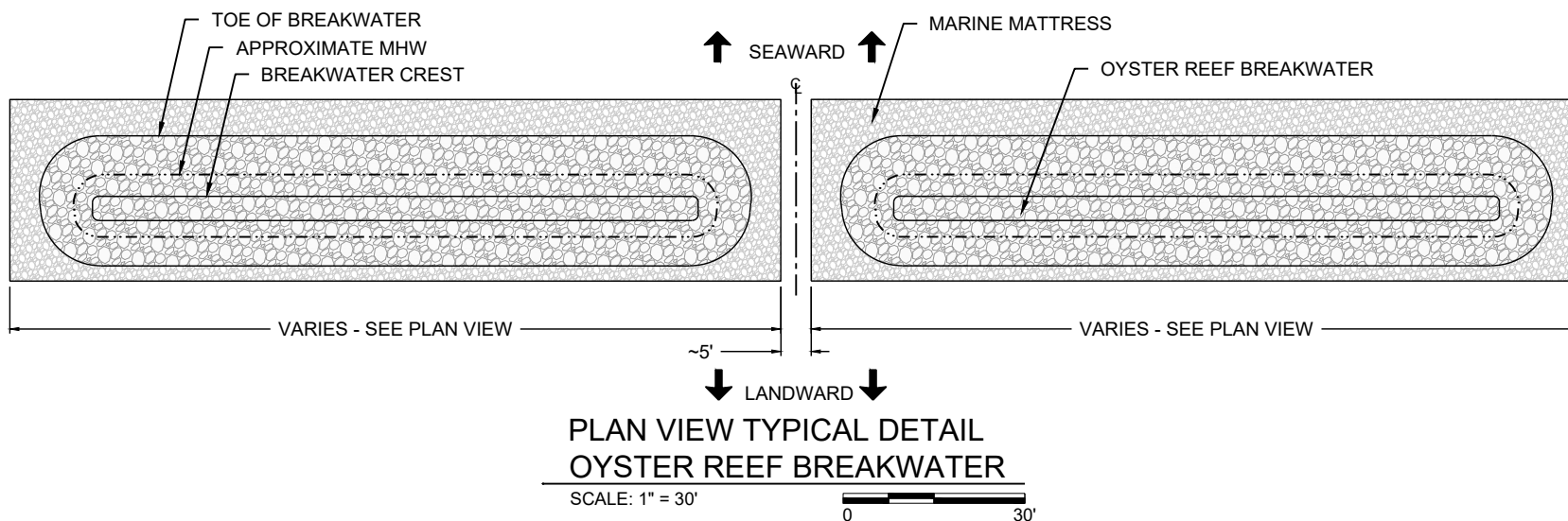
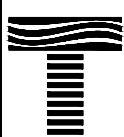


FIG. 7
A-A



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FIGURE 12
 BREAKWATER DETAILS
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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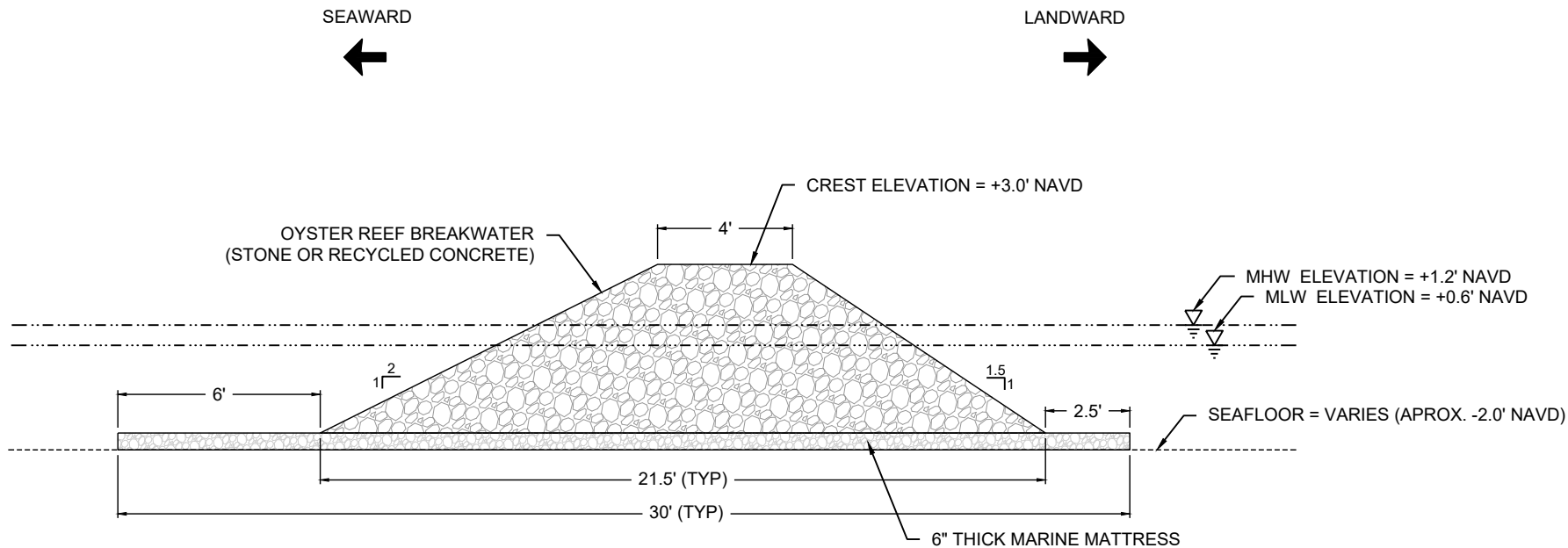
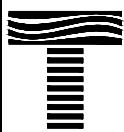


FIG. 7
B-B
**SECTION VIEW TYPICAL DETAIL
OYSTER REEF BREAKWATER**
 SCALE: 1" = 5'



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FIGURE 13
 OYSTER REEF BREAKWATER SECTION DETAIL
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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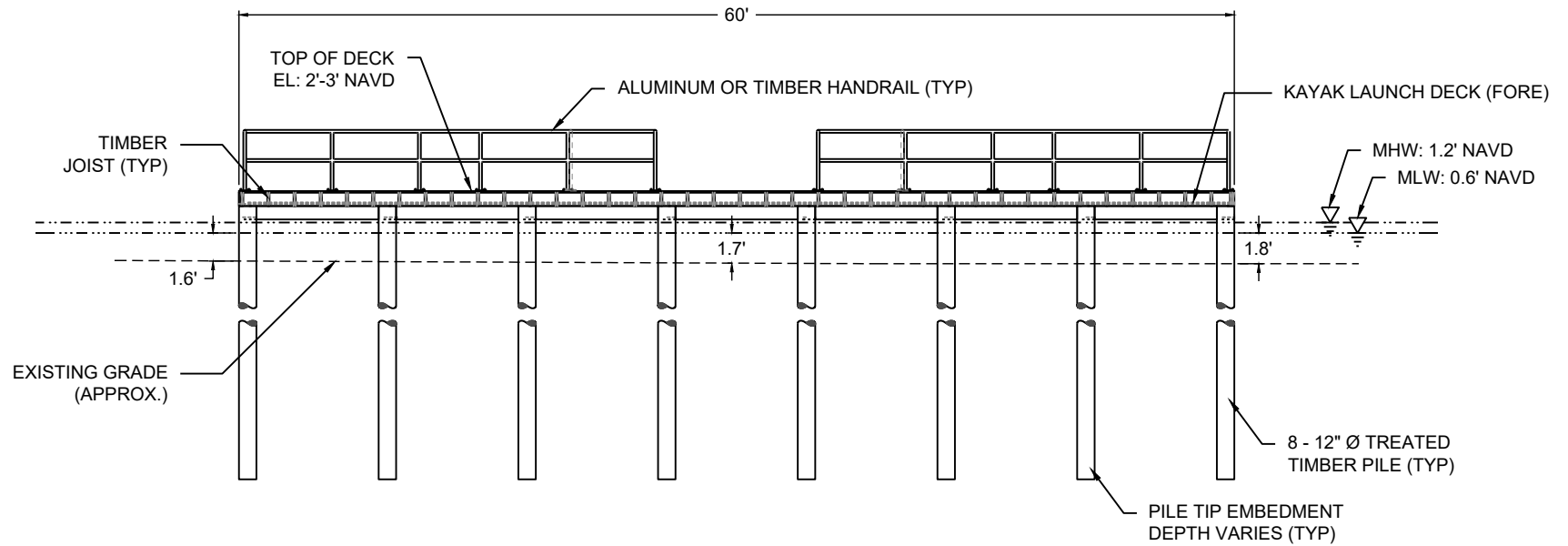
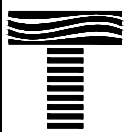
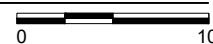


FIG. 7
D-D

TYPICAL SECTION VIEW KAYAK LAUNCH

SCALE: 1" = 10'



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FIGURE 15
KAYAK LAUNCH SECTION DETAIL D-D
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

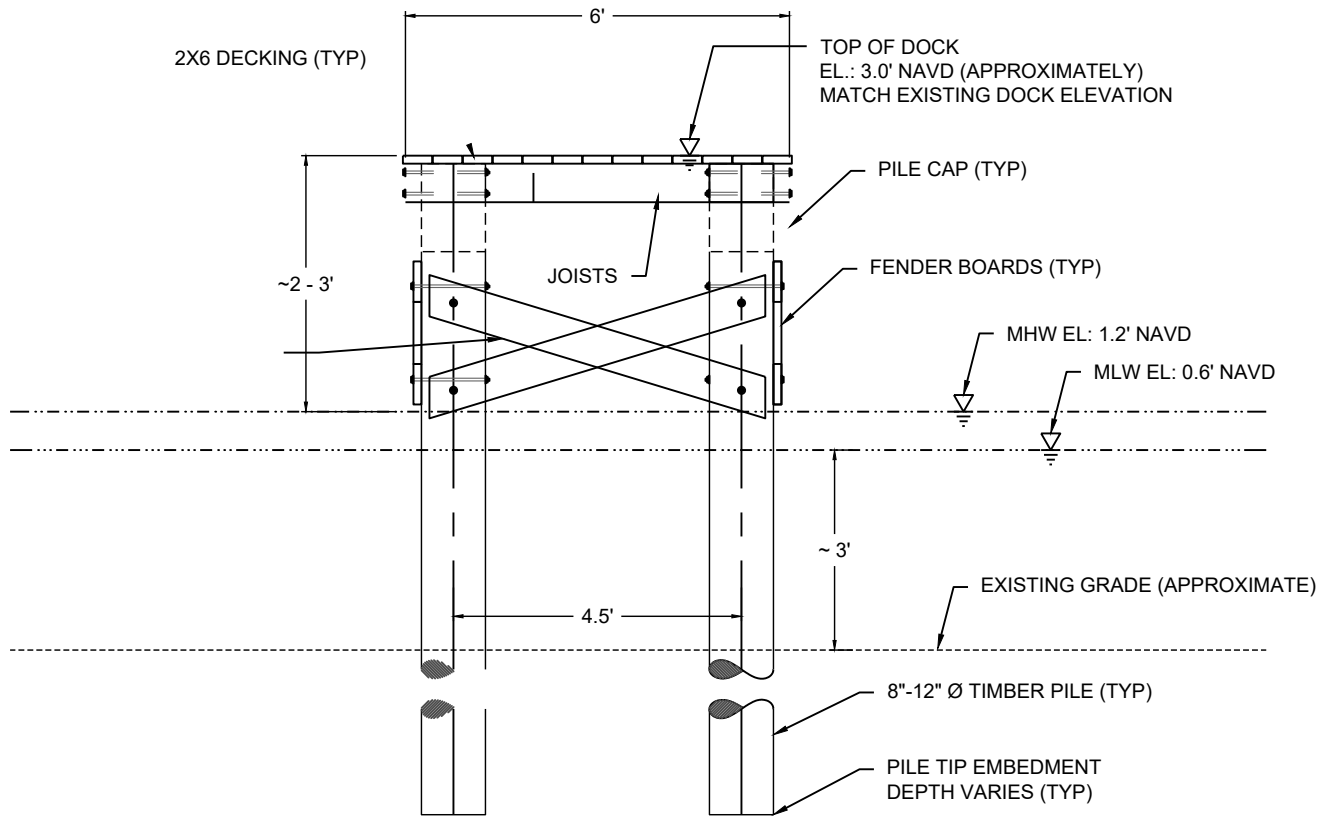
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F7 & F8
E-E

**SECTION VIEW TYPICAL DETAIL
TIMBER DOCK EXTENSION**

SCALE: 1" = 3'



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FIGURE 16
TIMBER DOCK SECTION VIEW TYPICAL DETAIL E-E
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

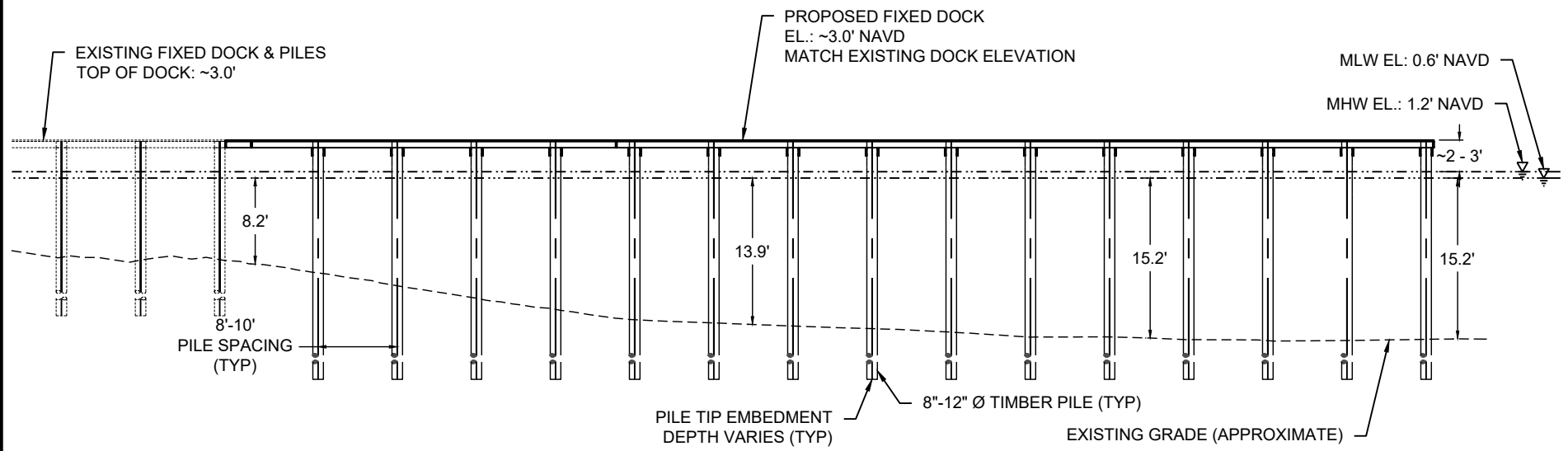
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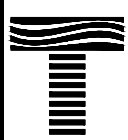
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**SECTION VIEW TYPICAL DETAIL
TIMBER DOCK EXTENSION**

F7 & F8
F-F

SCALE: 1" = 15'



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FIGURE 17
 TIMBER DOCK SECTION VIEW TYPICAL DETAIL F-F
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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C:\HY_SHELL_X\IS\PROJECTS\2013_065_OKA_GREENSHORES\2015_BAYWALK\C2014-068_OKA_GREENSHORES_BAYWALK\PERMIT\C2014-068-P-PIER DETAIL.DWG 2/2/2017 11:03:20 AM

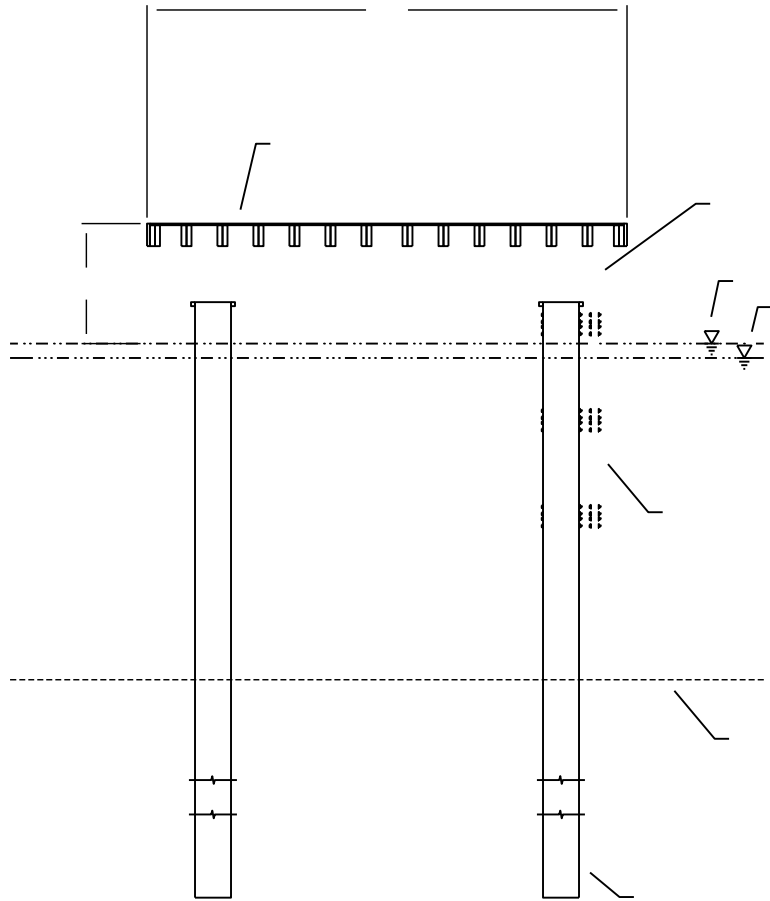


FIG. 8
G-G

SECTION VIEW TYPICAL DETAIL
FIXED PIER DOCK

SCALE: 1" = 8'

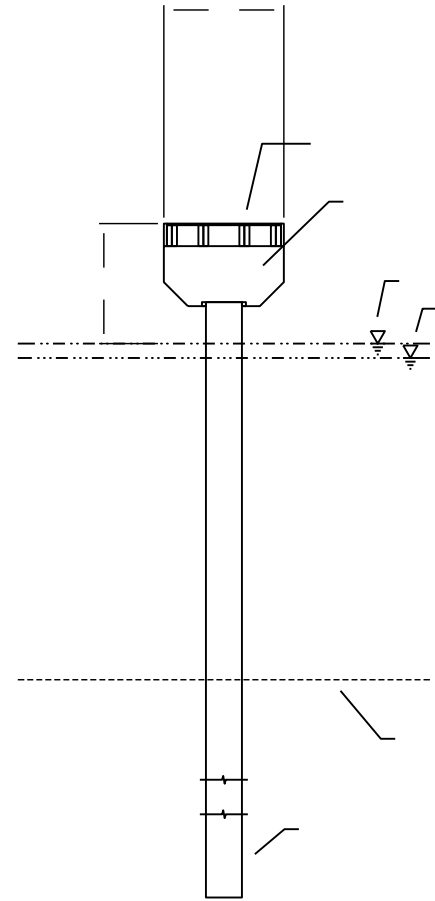
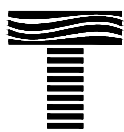


FIG. 8
H-H

SECTION VIEW TYPICAL DETAIL
FINGER PIER DOCKS

SCALE: 1" = 8'



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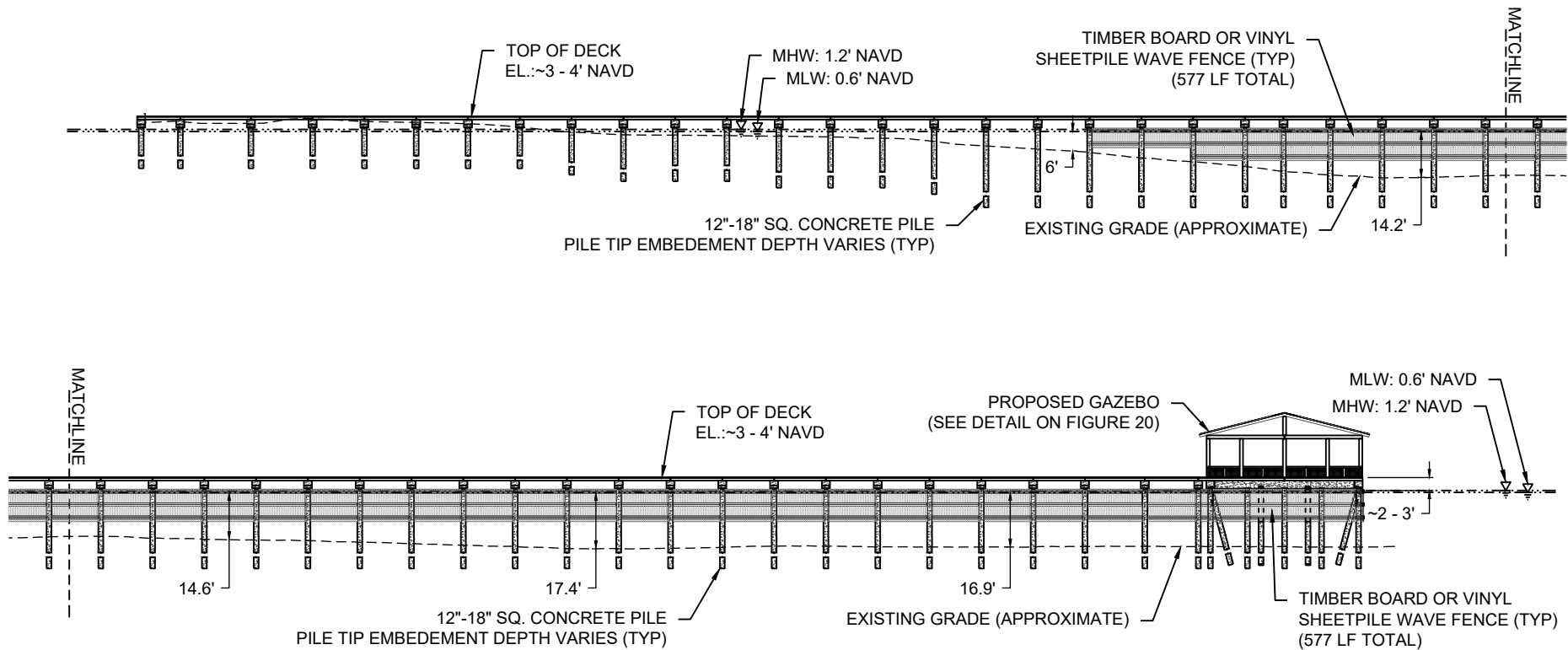
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FIGURE 18
FIXED PIER DOCK SECTION VIEW TYPICAL DETAILS G-G & H-H
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

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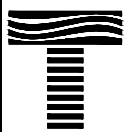
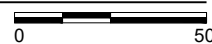
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**SECTION VIEW TYPICAL DETAIL
FIXED PIER DOCK**

FIG. 8
I-I

SCALE: 1" = 50'



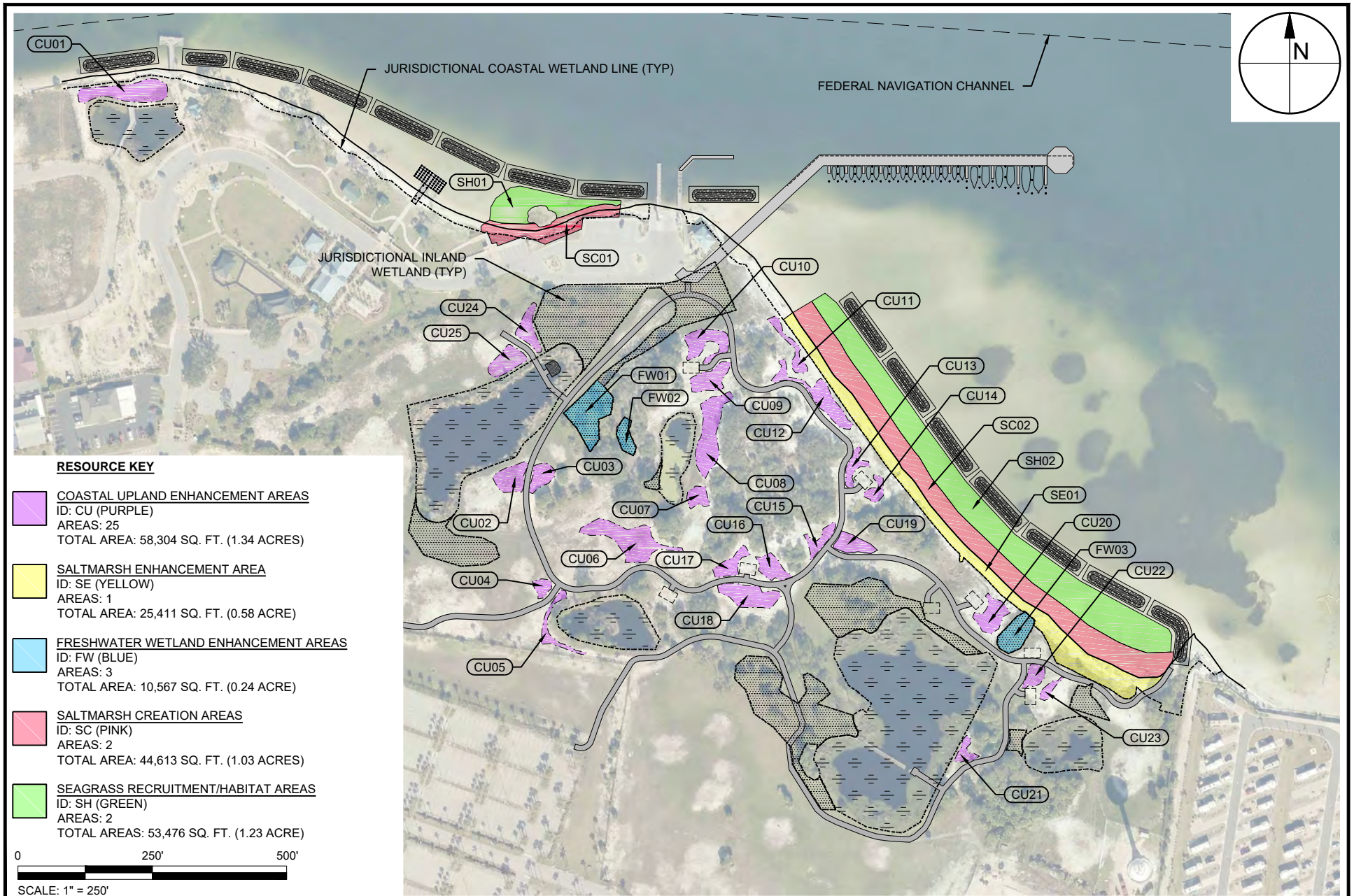
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FIGURE 19
FIXED PIER DOCK SECTION VIEW TYPICAL DETAIL I-I
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

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FIGURE 21
 ENVIRONMENTAL RESOURCES IMPROVEMENTS MAP
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

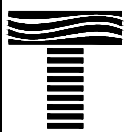
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		DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

RESOURCES AREA TABLE		
AREA ID	AREA SQ. FT.	AREA ACRES
CU01	4,905.95	0.11
CU02	2,483.82	0.06
CU03	1,659.52	0.04
CU04	889.89	0.02
CU05	1,602.14	0.04
CU06	6,137.69	0.14
CU07	1,292.96	0.03
CU08	5,240.61	0.12
CU09	2,511.00	0.06
CU10	3,098.17	0.07
CU11	1,601.62	0.04
CU12	3,878.71	0.09
CU13	1,355.37	0.03
CU14	1,045.66	0.02
CU15	1,377.45	0.03
CU16	1,903.47	0.04
CU17	1,694.89	0.04
CU18	3,636.00	0.08
CU19	1,976.43	0.05

RESOURCES AREA TABLE		
AREA ID	AREA SQ. FT.	AREA ACRES
CU20	2,576.78	0.06
CU21	1,008.46	0.02
CU22	1,266.67	0.03
CU23	687.51	0.02
CU24	2,024.59	0.05
CU25	2,448.62	0.06
FW01	5,966.47	0.14
FW02	1,516.69	0.03
FW03	3,084.00	0.07
SC01	7,650.67	0.18
SC02	36,962.07	0.85
SE01	25,410.91	0.58
SH01	8,157.13	0.19
SH02	45,318.81	1.04

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FIGURE 22
 ENVIRONMENTAL RESOURCES IMPROVEMENTS TABLE
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

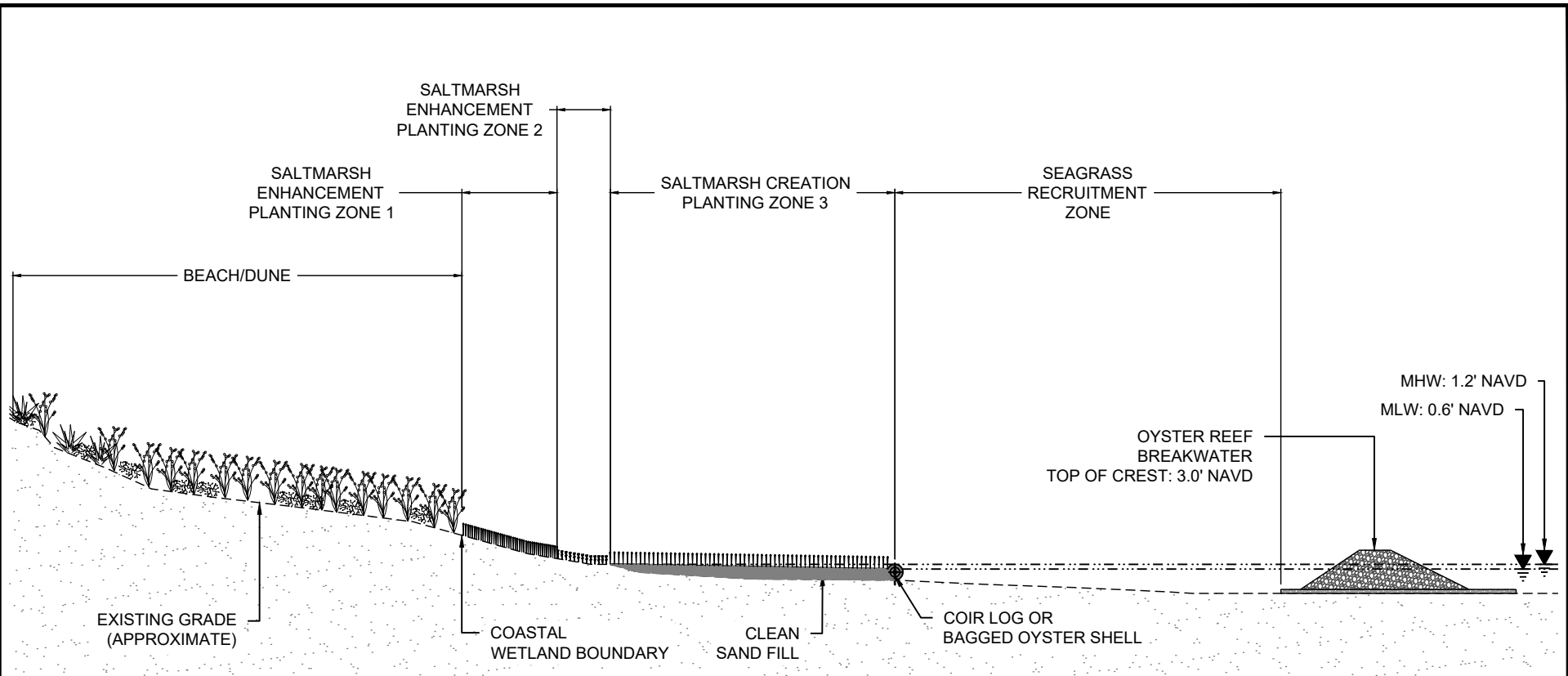
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PLANTING SCHEDULE				
ZONE	COMMON NAME	SCIENTIFIC NAME	SIZE	DENSITY
1	MARSH-HAY CORDGRASS	<i>Spartina patens</i>	2" LINER	12" ON CENTER
2	BLACK NEEDLERUSH	<i>Juncus roemerianus</i>	2" LINER	12" ON CENTER
3	SMOOTH CORDGRASS	<i>Spartina alterniflora</i>	2" LINER	12" ON CENTER

FIG. 9
J-J

LIVING SHORELINE TYPICAL CROSS SECTION
NOT TO SCALE



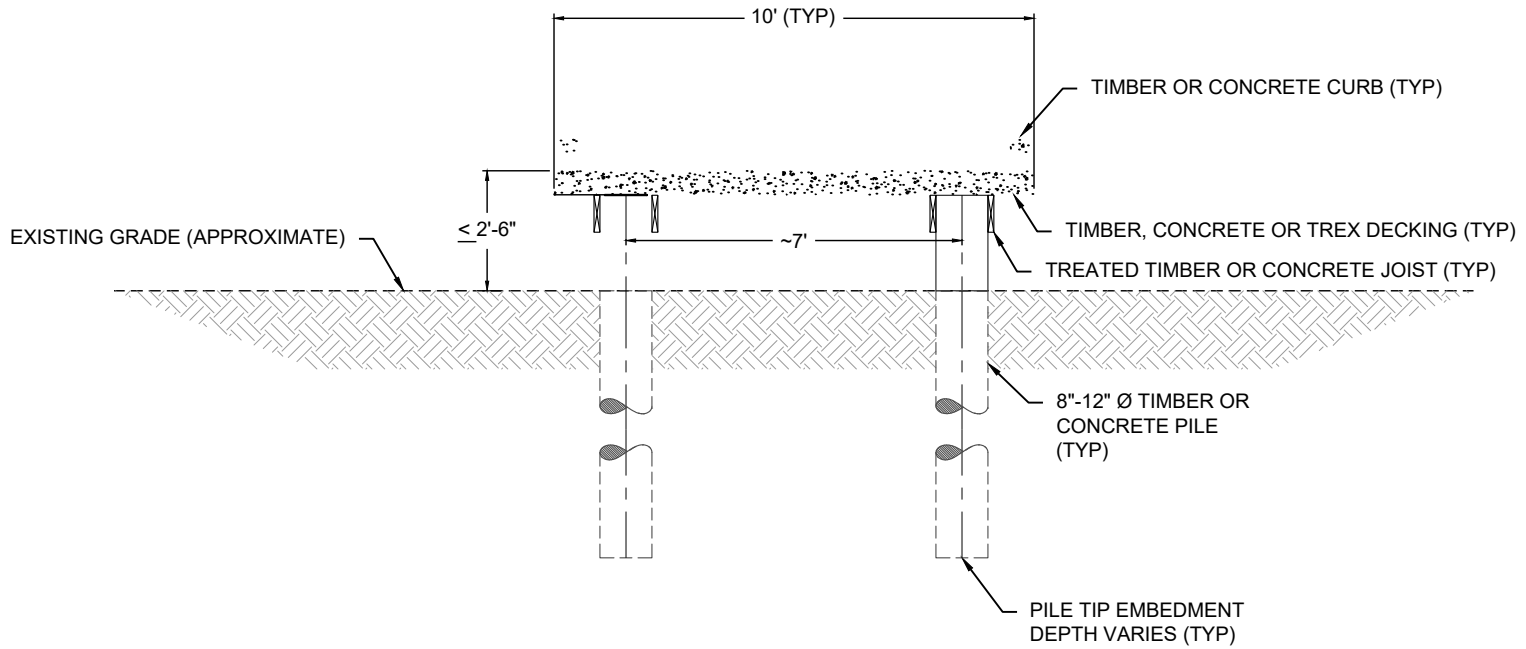
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FIGURE 23
LIVING SHORELINE TYPICAL CROSS SECTION
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

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**TYPICAL SECTION DETAIL
BOARDWALK**

FIG. 10
K-K

SCALE: 1" = 4'



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FIGURE 24
BOARDWALK TYPICAL SECTION DETAIL L-L
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

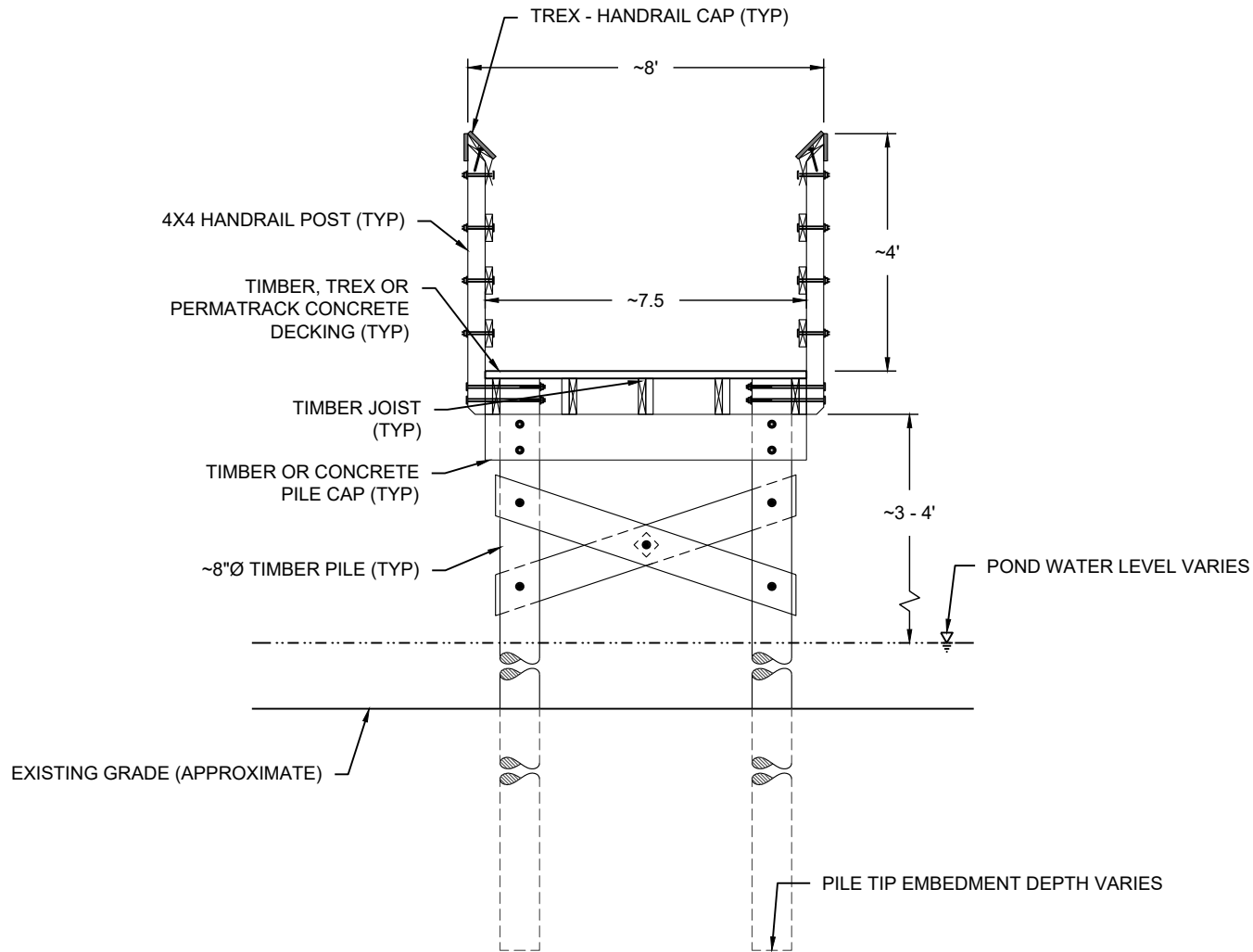
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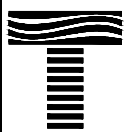
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SECTION VIEW TYPICAL DETAIL
TIMBER DOCK AT POND

FIG. 10
L-L

SCALE: 1" = 3'



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FIGURE 25
TIMBER DOCK AT POND TYPICAL SECTION VIEW DETAIL L-L
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

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MATTHEW TRAMMELL P.E.# 69244

DATE

CATHY SHELL X:\SIS\PROJECTS\C2013-0653 OKA GREENSHORE\2015 BAYWALK\C2014-088 OKA GREENSHORE BAYWALK\PERMIT\C2014-088-P-POINDOCK.DWG 2/22/2017 11:03:49 AM

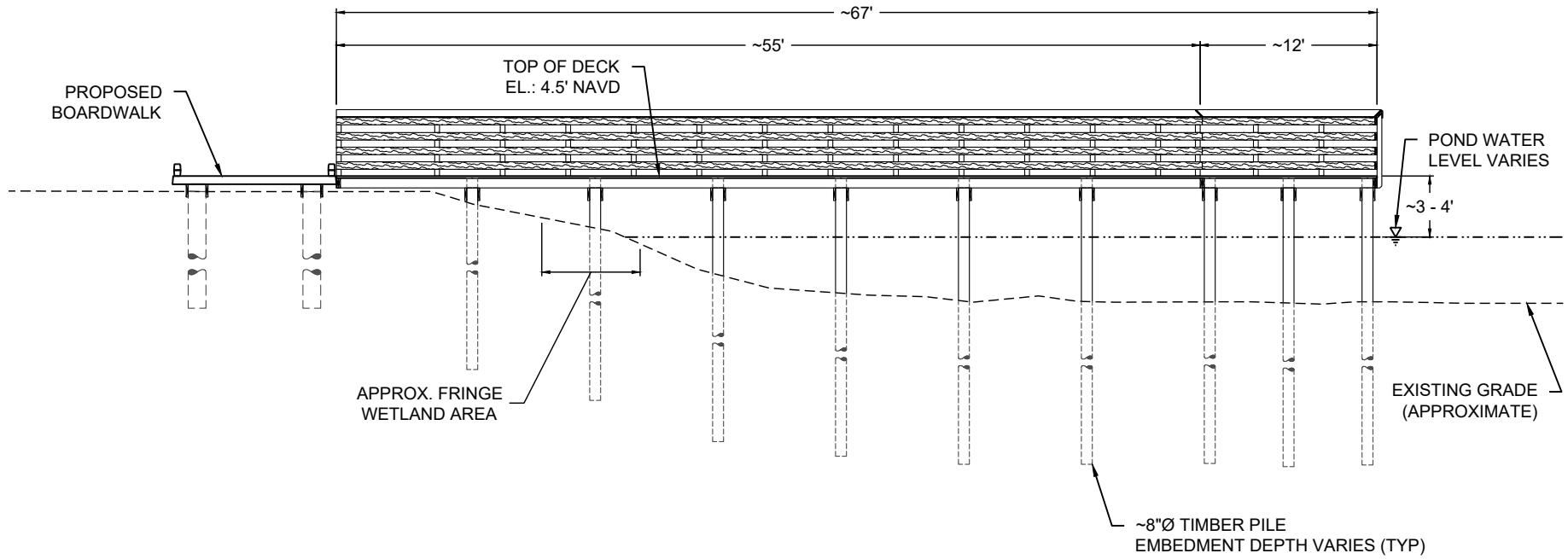


FIG. 10
M-M

**SECTION VIEW TYPICAL DETAIL
TIMBER DOCK AT POND**

SCALE: 1" = 10'



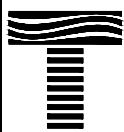
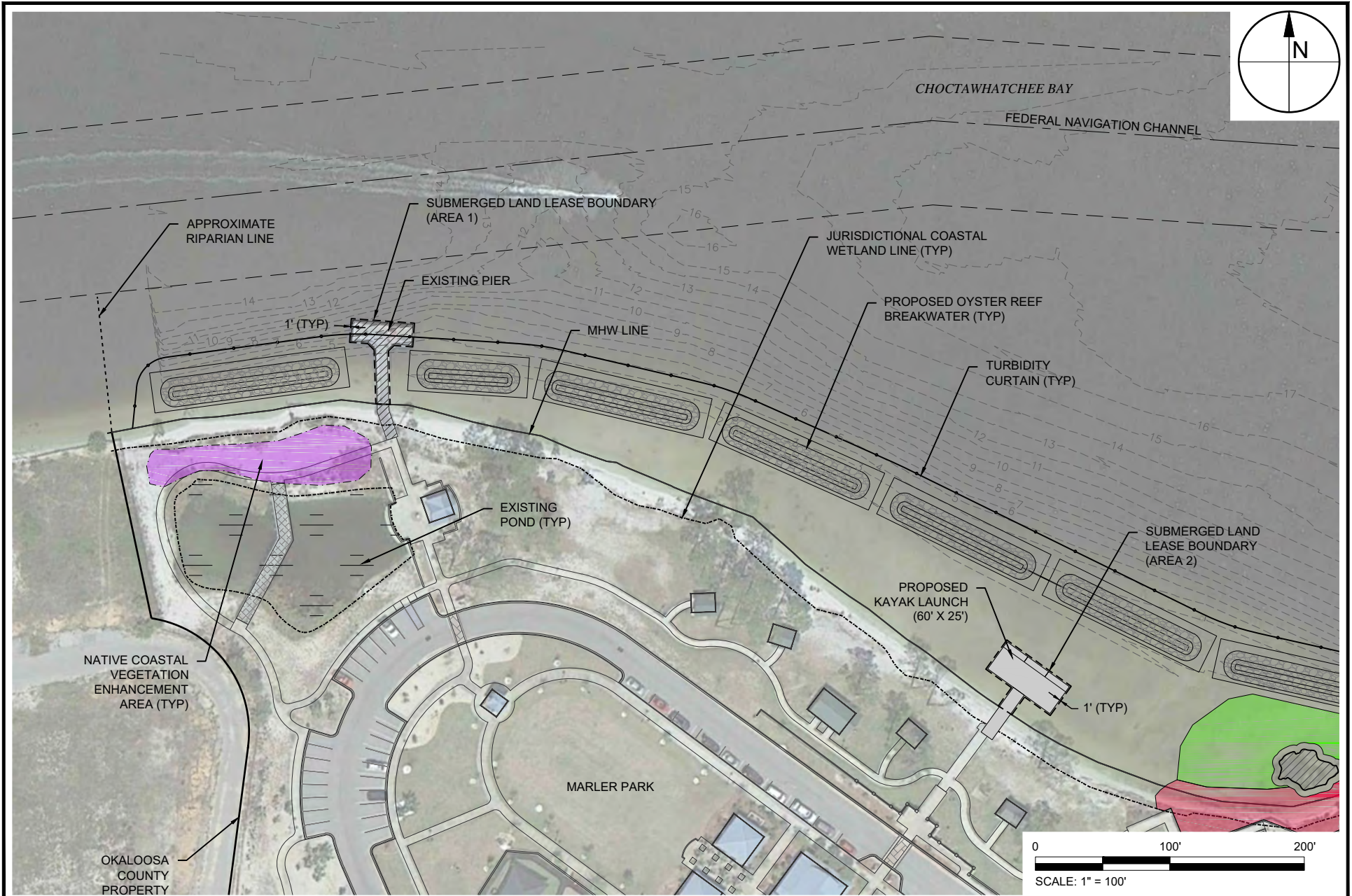
TAYLOR ENGINEERING INC.
1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 26
TIMBER DOCK AT POND TYPICAL SECTION VIEW DETAIL M-M
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	26 of 28
DATE	FEB 2017

SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

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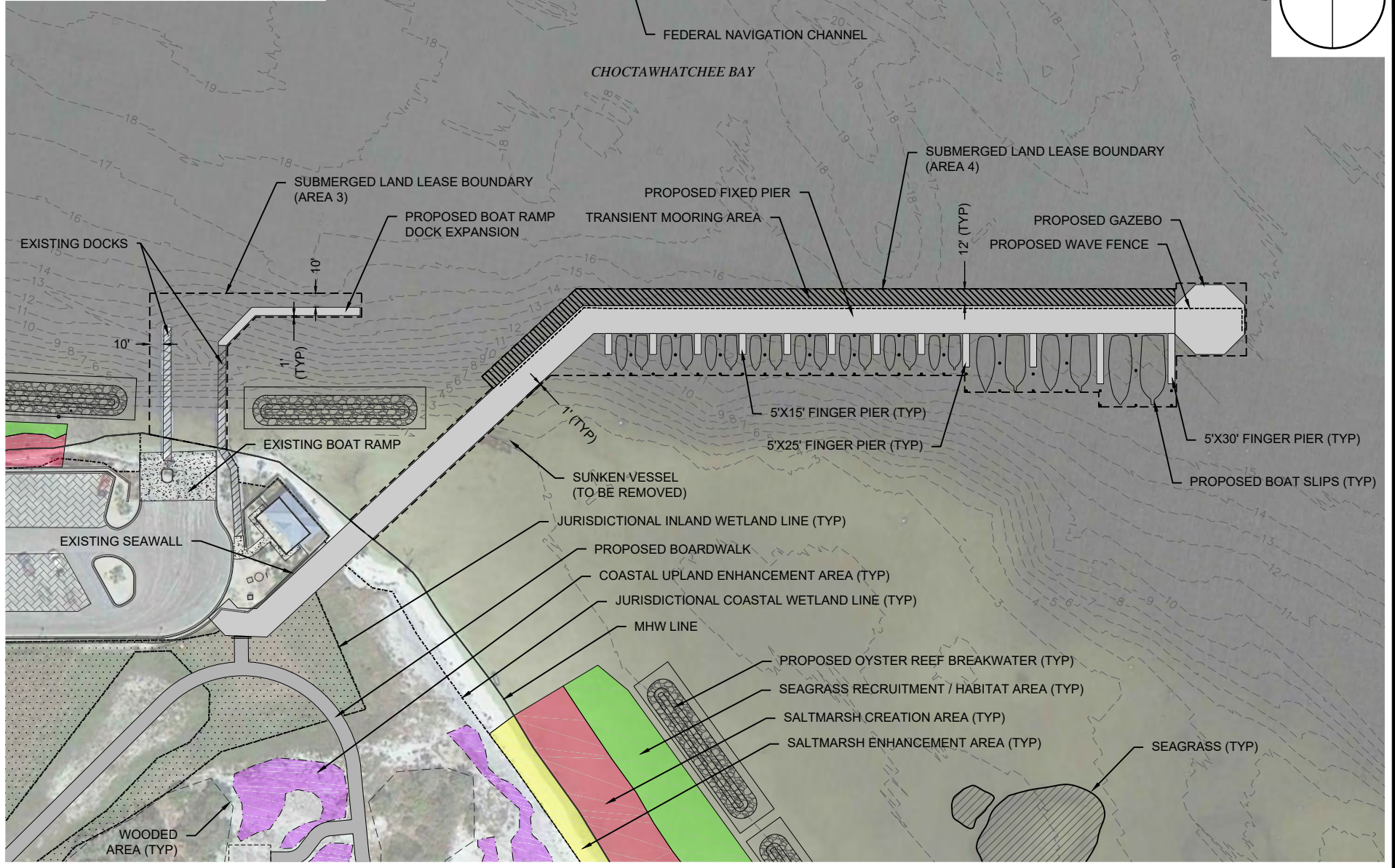
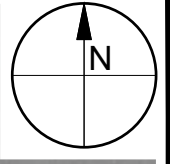
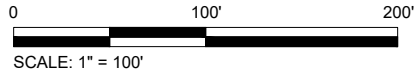
TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 27
 PROPOSED WEST SUBMERGED LAND LEASE AREAS
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	27 of 28
DATE	FEB 2017

SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE



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TAYLOR ENGINEERING INC.
 1221 AIRPORT ROAD
 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 28
 PROPOSED CENTRAL SUBMERGED LAND LEASE AREAS
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069	SEAL
DRAWN BY	AF / RLJ	
SHEET	28 of 28	
DATE	FEB 2017	
		MATTHEW TRAMMELL P.E.# 69244
		DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

EXHIBIT "B" – SCOPE OF SERVICES OF THE CONSULTANT

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

PART 1 – BASIC SERVICES

BACKGROUND

The Okaloosa Board of County Commissioners plans to design and construct improvement to Veterans Park on Okaloosa Island. The project will provide recreational and educational outreach and will also incorporate into its layout the display of statues to depict and honor a memorial to female veterans. The project is being funded by local sources and it is anticipated that grants from outside agencies, state and federal, will be obtained.

PROJECT DESCRIPTION

The project site is located on Okaloosa Island near the Emerald Coast Convention Center. The project site fronts Choctawhatchee Bay and adjoins Marler Park on Okaloosa Island. A conceptual plan has been developed and a USACOE permit (Permit No. SAJ-2012-02569-EP) and FDEP Environmental Resource Permit (Permit No.: 0210188-004-EI/46) have been obtained for the proposed development. A copies of these permit are provided with this RFQ package. The concept plan is included as attachments to the permits. It is the goal of the County to follow the concept plan to the extent possible.

In general the project consists of the construction of living shorelines to stabilize the eroding shoreline and create, restore, and enhance natural communities including oyster habitat breakwaters and saltwater marsh. The project also includes upland and wetland natural community enhancements including removal of exotic vegetation, native species plantings, and construction of osprey nesting platforms. A total of 0.24-acre of freshwater wetlands and 1.34 acres of uplands will be enhanced. Recreational and educational features including a primary elevated timber or concrete boardwalk with educational signage/kiosks providing information about the local ecosystem and memorial statues will be constructed. Public access improvements including a 22-slip public access pier with 577 linear feet of wave attenuation fence to provide temporary, day-use docking, staging dock improvements at the existing boat ramp, and a kayak/paddleboard launch are also components of the project. Additional ancillary design services for the project will include electrical system, security lighting, security cameras, and landscaping.

Basic Services included in this Agreement consists of Phase I – Preliminary Design, Phase II – Final Design, Phase III – Limited Bid Phase Services, and Phase IV – Limited Construction Phase Services.

[SCOPE OF SERVICES FOR THE FOLLOWING TO BE NEGOTIATED]

PHASE I – PRELIMINARY DESIGN

PHASE II – FINAL DESIGN

PHASE III – LIMITED BID PHASE SERVICES

PHASE IV – LIMITED CONSTRUCTION PHASE SERVICES

EXHIBIT "C" – PAYMENTS FOR SERVICES

Article 3 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 3 – OWNER’S RESPONSIBILITIES

C3.01 Compensation for Services

D. Owner shall pay Consultant for Basic Services as set forth in Exhibit B as follows:

1. For PHASE I, III, and IV Services, an amount equal to the cumulative hours charged to the Project by each class of Consultant’s personnel times the Standard Hourly Rates set forth in Table 2.
2. For PHASE II, a lump sum amount as set forth in Table 1.
3. For (Other) services rendered by a subconsultant (i.e. Survey, Geotechnical Engineer, Specialty Engineer, or other) that will be provided by other than the Consultant’s personnel, compensation will be based on the direct cost from the subconsultant and shall be without mark-up from the consultant.
4. Total compensation paid shall not exceed the Total Estimated Compensation in Table 1 without an amendment to this Agreement.

Table 1 – Estimated Compensation and Basis

Compensation for:	Basis	Amount
PHASE I – PRELIMINARY DESIGN	Hourly – Not to Exceed	\$nn,nnn.nn
PHASE II – FINAL DESIGN	Lump Sum	\$nnn,nnn.nn
PHASE III – BID PHASE SVRS	Hourly – Not to Exceed	\$nn,nnn.nn
PHASE IV – CONSTRUCTION PHASE SRVS	Hourly – Not to Exceed	\$nn,nnn.nn
OTHER SERVICES	At Cost	\$nn,nnn.nn
	Total Estimated Compensation	\$nnn,nnn.nn

C3.02 Invoicing Procedure

- A. The Consultant will be eligible for progress payments under this agreement at intervals not less than monthly. The Consultant will maintain for this purpose a job cost accounting system for the work performed by the Consultant but not its Subconsultants. Invoices shall be submitted in form acceptable to Owner and at a minimum include hours worked, itemized subconsultant services, totals, subtotals, amount currently earned, amount previously paid, and balance remaining.

EXHIBIT D – INSURANCE REQUIREMENTS

Revised: 08/01/2018

Article 4 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 4 – INSURANCE

D4.01 CONSULTANTS INSURANCE

- A. The Consultant shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- B. All insurance policies shall be with insurers authorized to do business in the State of Florida.
- C. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa Owner. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. Where applicable, the Owner shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
- E. The Owner shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the Owner reserves the right to change these insurance requirements with 60-day notice to the Consultant.
- F. The Owner reserves the right at any time to require the Consultant to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- G. The designation of Consultant shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- H. Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

D4.02 WORKERS' COMPENSATION INSURANCE

- 4. The Consultant shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the Owner, the Consultant shall require

the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the Owner not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the Owner.

5. Consultant must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
6. No class of employee, including the Consultant himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

D4.03 BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Consultant must maintain this insurance coverage throughout the life of this Agreement.

D4.04 COMMERCIAL GENERAL LIABILITY INSURANCE

6. The Consultant shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
7. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Consultant shall notify the Owner representative in writing. The Consultant shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
8. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
9. Consultant shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

D4.05 PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Consultant must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the Owner.

D4.06 INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
A. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
B. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
C. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage; \$1,000,000 each occurrence for Products and Completed Operations
D. Personal and Advertising Injury	\$1,000,000 each occurrence
E. Professional Liability (E&O)	\$1,000,000 each claim

D4.07 NOTICE OF CLAIMS OR LITIGATION

The Consultant agrees to report any incident or claim that results from performance of this Agreement. The Owner representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Consultant's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Consultant becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

D4.08 CERTIFICATE OF INSURANCE

- A. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- B. The Consultant shall provide a Certificate of Insurance to the Owner with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- C. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification shall

be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

- D. In the event the contract term goes beyond the expiration date of the insurance policy, the Consultant shall provide the Owner with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Owner reserves the right to suspend the contract until this requirement is met.
- E. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- F. All certificates shall be subject to Owner's approval of adequacy of protection and the satisfactory character of the Insurer.
- G. All deductibles or SIRs, whether approved by Owner or not, shall be the Consultant's full responsibility. In particular, the Consultant shall afford full coverage as specified herein to entities listed as Additional Insured.
- H. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

D4.09 GENERAL TERMS

- A. Any type of insurance or increase of limits of liability not described above which, the Consultant required for its own protection or on account of statute shall be its own responsibility and at its own expense.
- B. Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.
- C. The carrying of the insurance described shall in no way be interpreted as relieving the Consultant of any responsibility under this contract.
- D. Should the Consultant engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.
- E. The Consultant hereby waives all rights of subrogation against Owner and its consultants and other indemnities of the Consultant under all the foregoing policies of insurance.

D4.10 UMBRELLA INSURANCE

- A. The Consultant shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

EXHIBIT D – FORMS AND CERTIFICATIONS

EXHIBIT D – PLACE HOLDER FOR DRUG FREE WORK PLACE CERTIFICATION (1 PAGE)

**EXHIBIT D – PLACE HOLDER FOR SWORN STATEMENT ON PUBLIC ENTITY CRIMES PAGE 1
OF 2**

**EXHIBIT D – PLACE HOLDER FOR SWORN STATEMENT ON PUBLIC ENTITY CRIMES PAGE 2
OF 2**

EXHIBIT D – PLACE HOLDER FOR CONFLICT OF INTEREST DISCLOSURE 1 PAGE

EXHIBIT D – PLACE HOLDER FOR FEDERAL E-VERIFY WORKPLACE CERTIFICATION 1 PAGE

EXHIBIT D – PLACE HOLDER FOR INDEMNIFICATION AND HOLD HARMLESS 1 PAGE

**EXHIBIT D – PLACE HOLDER FOR CERTIFICATION FOR DISCLOSURE OF LOBBYING
ACTIVITIES 1 PAGE**

EXHIBIT D – PLACE HOLDER FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (PAGE 1 OF 2)

EXHIBIT D – PLACE HOLDER FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (PAGE 2 OF 2)

EXHIBIT D – PLACE HOLDER FOR VENDORS ON SCRUTINIZED COMPANIES LIST 1 PAGE



Florida Department of Environmental Protection

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740

Ryan E. Matthews
Interim Secretary

Permittee/Authorized Entity:

Okaloosa County Board of County Commissioners
c/o John Hofstad – County Administrator
1540 Miracle Strip Parkway, SE
Fort Walton Beach, Florida 32548, Okaloosa County
jtrifilio@co.okaloosa.fl.us

Okaloosa Baywalk Project

Authorized Agent:

Matthew Trammell
1221 Airport Road, Suite 210
Destin, Florida 32541
mtrammell@taylorengeering.com

Environmental Resource Permit

**State-owned Submerged Lands Authorization – Granted Pending Document
Execution**

**U.S. Army Corps of Engineers Authorization – Separate Corps Authorization
Required**

Okaloosa County
Permit No.: 0210188-004-EI/46
Lease File No.: 460033321

Permit Issuance Date: June 1, 2017
Permit Construction Phase Expiration Date: May 31, 2027

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee / Grantee: Okaloosa County Board of County Commissioners
Permit No: 0210188-004-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 1275 Santa Rosa Boulevard, Fort Walton Beach, FL 32548, Parcel IDs [00-2S-24-2185-0012-0180](#), [00-2S-24-2185-0018-0020](#), [00-2S-24-2185-0018-0000](#) in Section 00, Township 02 South, Range 24 West in Okaloosa County, at 30.400305 Degrees North Latitude, 86.592577 Degrees West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to construct a network of elevated boardwalks across privately owned wetlands and uplands, a 22 slip public docking facility for daytime use with 520 linear feet of 12 foot wide transient mooring area, 590 linear feet of wave attenuation fence beneath the access pier of the marina, a floating kayak launching dock, access piers associated with an existing boat ramp, off-shore breakwater & oyster habitat structures, 1.03 acres of saltmarsh creation area with fill below MHWL, 0.24 acres of freshwater wetland enhancement and 0.58 acres of shoreline saltmarsh restoration & enhancement. The project is located within Choctawhatchee Bay, a Class III Outstanding Florida Waterbody, Prohibited Shellfish Harvesting Area. Those activities include the preemption 48,503 square feet of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

To offset unavoidable impacts that will occur from these authorized activities, the permittee shall enhance 0.58 acres of existing shoreline saltmarsh area by removing exotic vegetation & planting of native species, enhance 0.24 acres of existing freshwater wetland area by removing exotic vegetation & planting native species and create 1.03 acres of living shoreline/saltmarsh area by planting native species.

In order to satisfy public interest requirements, the permittee is required to provide monofilament line recycling bins, educational signage regarding the dangers associated with fishing line & bird entanglement, and remove a derelict vessel from within the project area.

AUTHORIZATIONS

Okaloosa Baywalk Project

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes(FS), and Chapter 62-330, Florida Administrative Code(FAC).

Sovereignty Submerged Lands Authorization

Breakwater/Riprap Structures, Shoreline Restoration and Stabilization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement

Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Docking Facilities

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the appropriate form of proprietary authorization is a lease. Based on the information submitted, we have begun processing your application to use sovereign submerged lands (BOT # 460033321). Please contact Wade Dandridge at 850-595-0655 for additional information.

The final documents required to execute the lease will be sent to the permittee/lessee by the Department's Division of State Lands for execution. The Department intends to issue the lease, upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions in the previously issued Consolidated Intent to Issue. **You may not begin construction of the activities described until you receive a copy of the executed lease from the Department.**

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. A copy of your permit application has been forwarded to the Corps for their review. The Corps will issue their authorization directly to you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date your application was received at the local FDEP Office, contact the Corps for status and further information. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

1. All contractors involved in this permitted activity shall be provided copies of this permit in its entirety. A copy shall remain onsite at all times during the activities.

2. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not degrade the ambient water quality of Outstanding Florida Waters. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

3. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed the ambient water quality levels of the Outstanding Florida Waters:
 - a. Immediately cease all work contributing to the water quality violation.
 - b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
 - c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.
4. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.
5. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.
6. The mailing address for submittal of forms for the “Construction Commencement Notice”, “As-Built Certification ...”, “Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase”, or other correspondence is FDEP, SLERP, 160 W. Government Street, Pensacola, Florida, 32502-0574.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

7. "Riprap" shall consist of unconsolidated boulders, rocks, or clean concrete rubble with no exposed reinforcing rods or similar protrusions. The riprap shall be free of sediment, debris and toxins or otherwise deleterious substances. Riprap shall have a diameter of at least 12 inches to 3 feet.
8. Dredging within waters of the State for the purpose of providing backfill is prohibited.
9. The boardwalk shall be elevated at least 2.5 feet above wetland grade.
10. If the approved permit drawings and/or narrative conflict with the specific conditions, then the specific conditions shall prevail.
11. All CCA-treated pilings associated with the permitted activity shall be wrapped with impermeable plastic or PVC sleeves with a minimum of 30 mil thickness. The sleeves shall be installed concurrently with the installation of the pilings, shall extend from at least 6 inches below the level of the substrate to at least 2 feet above the mean high water line. Pilings which have to be replaced during the life of the facility shall meet the requirements of this condition.
12. Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation and turbid discharges in excess of State water

quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site.

13. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters of the state.

14. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

15. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

16. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.

17. Any damage to wetlands, seagrasses or the littoral zone outside of the authorized impact area as a result of construction shall be immediately reported to the Department at (850)595-8300, and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size, and density as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30 day period.

18. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings. Examples of additional structures include but are not limited to walkways, awnings, enclosed sides and covers over slip areas, finger piers, step-down stairs, storage closets and decking.

SPECIFIC CONDITIONS – PUBLIC INTEREST

19. Prior to opening the facility to the public, the permittee shall install educational displays informing the general public on the dangers associated with fishing line and bird entanglement. The educational display shall be approved by the State of Florida Department of Environmental Protection, Northwest District, Submerged Lands and Environmental Resources, 160 West Government Street, Suite 308, Pensacola, FL 32502, (850-595-8300). The permittee shall maintain the display for the life of the facility and shall be required to replace the display in the event it becomes faded, damaged or outdated. The permittee shall ensure that the view of the display is not obstructed by vegetation or structures.

20. Prior to opening the facility to the public, the applicant shall remove the derelict vessel, as depicted on the project drawings, from within the project area.

21. Prior to opening the facility to the public, the applicant shall install monofilament recycling bins at the facility. The monofilament recycling bins will be maintained for the life of the facility.

22. The docking facility shall be for the sole use of the general public and government agencies. Any fee charged for use of the approved facility shall be nominal and used exclusively for maintenance of the facility. Prior to any change in use of the approved facility to a revenue-generating/income-related activity as defined in Section 18-21.003(44), F.A.C., the grantee and/or successor will be required to obtain a submerged land lease modification and be assessed a fee for the use of the sovereignty submerged land. Failure to notify the Department could result in assessment of lease fees in arrears and an administrative fine.

SPECIFIC MANATEE CONDITIONS

23. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with, and injury to manatees. 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, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

24. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.

25. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee movement.

26. All on-site project personnel are responsible for observing water-related activities for the presence of manatees. All in-water operations, including vessels, shall be shutdown if a manatee comes within 50 feet of the operation. Activities shall not resume until every manatee has moved beyond the 50-foot radius of the project operation, or until 30 minutes has elapsed wherein a manatee has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.

27. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.

28. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used. One sign measuring at least 3 ft. by 4 ft. which reads Caution: Manatee Area must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Please see the Florida Fish and Wildlife Conservation Commission website for information on how to obtain appropriate signs:

http://www.myfwc.com/docs/WildlifeHabitats/Manatee_EducationalSign.pdf

SPECIFIC CONDITIONS FOR OTHER LISTED SPECIES

Marine Turtles

29. In order to minimize impacts to nearby marine turtle nesting beaches, all permanent exterior lighting fixtures associated with the development should minimize light contribution to urban sky glow which could be visible from the marine turtle nesting beach. Possible recommendations include use of full-cutoff (well shielded) fixtures that allow no emission of light above the horizontal plane of the fixture. FWC staff is available to assist in the selection of acceptable fixtures and lamps based on the FWC Approved Sea Turtle Lighting guidelines. FWC certified wildlife friendly lighting fixtures may be found at <http://myfwc.com/wildlifehabitats/managed/sea-turtles/>.

Migratory Bird Species

30. Construction activities should be conducted outside of the breeding season (generally March through August), if feasible. Clear the site only when ready to build, avoid leaving cleared areas with little to no activity for an extended amount of time, and monitor daily during the nesting season any cleared sites to ensure no active nests of ground nesting birds are present prior to the commencement of construction activities. If nesting is observed during the construction phase, we recommend contacting FWC staff to discuss necessary nest buffers and potential permitting alternatives. For additional information, please refer to FWC's Florida Shorebird Alliance located at the following web address: <http://www.flshorebirdalliance.org/>.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

31. All vessels that moor, dock, or otherwise use the permitted docking facility shall be maintained in a fully operational condition.

32. Waterborne craft moored over sovereign submerged lands at the docking facility, on either a temporary or permanent basis, shall not extend beyond the limits of the sovereignty submerged land lease. The slip sizes shown on the attached permit drawings and on the survey to be attached to the sovereignty submerged land lease indicate a length over all (LOA) for the slips designated. A permanent sign shall be installed within the slips to notify boat owners of boat size restrictions.

33. Temporary daytime mooring shall be allowed at the facility. Overnight mooring is strictly prohibited.

34. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the docks.

35. There shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the bottom of the waterbody at mean low water so as to preclude bottom scouring or prop dredging.

36. The slips shall not be occupied by liveaboards. A liveaboard is defined as a vessel docked at a facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within any thirty (30) day period.

37. The waterward corners of the docks shall be marked by a sufficient number of reflectors so as to be visible from the water at night by reflected light. The reflectors shall not be green or red in color.

38. The dock structures shall be inspected by the permittee at least once per year and shall be maintained in a functional condition for the life of the structures.

39. All future replacement pilings for navigational aids, support of the docking structures, and for boat mooring shall be non-CCA-leaching (recycled plastic, concrete, greenheart, or wrapped with impermeable or PVC sleeves).

40. After the project moves into an operational phase, state-listed seabirds and shorebirds could still potentially utilize the coastal scrub habitat to overwinter and nest in the vicinity of the proposed project. Minimization of species and habitat disturbance during nesting and overwintering is recommended. Such minimization measures may include avoidance of visitor foot traffic and discouraging access by cats and dogs to this habitat, which should decrease predation on shorebirds during nesting or overwintering. It is recommended to identify and post nesting areas, and to include appropriate signage to avoid nesting areas. Florida Fish and Wildlife Conservation Commission (FWC) typically recommends avoiding nesting areas by a minimum distance of 300 feet. FWC staff also recommends providing informational material and educational signage about seabirds and shorebirds that may use the site. FWC staff is available to assist with planning to incorporate the information above and additional information about seabirds and shorebirds can be found on-line at <http://myfwc.com/Shorebirds>.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source*

Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

- a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
- b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
- b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
- b. Convey to the permittee or create in the permittee any interest in real property;

- c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
- d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

SPECIAL CONSENT CONDITIONS

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.
9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.
10. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
11. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

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13. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Wade Dandridge at the letterhead address, at 850-595-0655, or at Wade.Dandridge@dep.state.fl.us

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



For Emile D. Hamilton
Director

EDH:wtd

Attachments:

Project Drawings and Design Specs., 28 pages

Copies furnished to:

Lea Crandall, DEP Office of General Counsel, lea.crandall@dep.state.fl.us
Kathy Griffin, DEP Division of State Lands, Kathy.griffin@dep.state.fl.us
Clif Payne, U.S. Army Corps of Engineers, lyal.c.payne@usace.army.mil
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us,
sbitterman@co.okaloosa.fl.us, psmith@okaloosapa.com
Department of Community Affairs, Ray.Eubanks@deo.myflorida.com,
DCPPermits@deo.myflorida.com
Christopher Ellis, Consultant, cellis@taylorengeering.com
cinderella-rn@hotmail.com, malcolmmarkswan@gmail.com,

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit and authorization to use sovereignty submerged lands, including all copies, were mailed before the close of business on June 1, 2017, to the above listed persons.

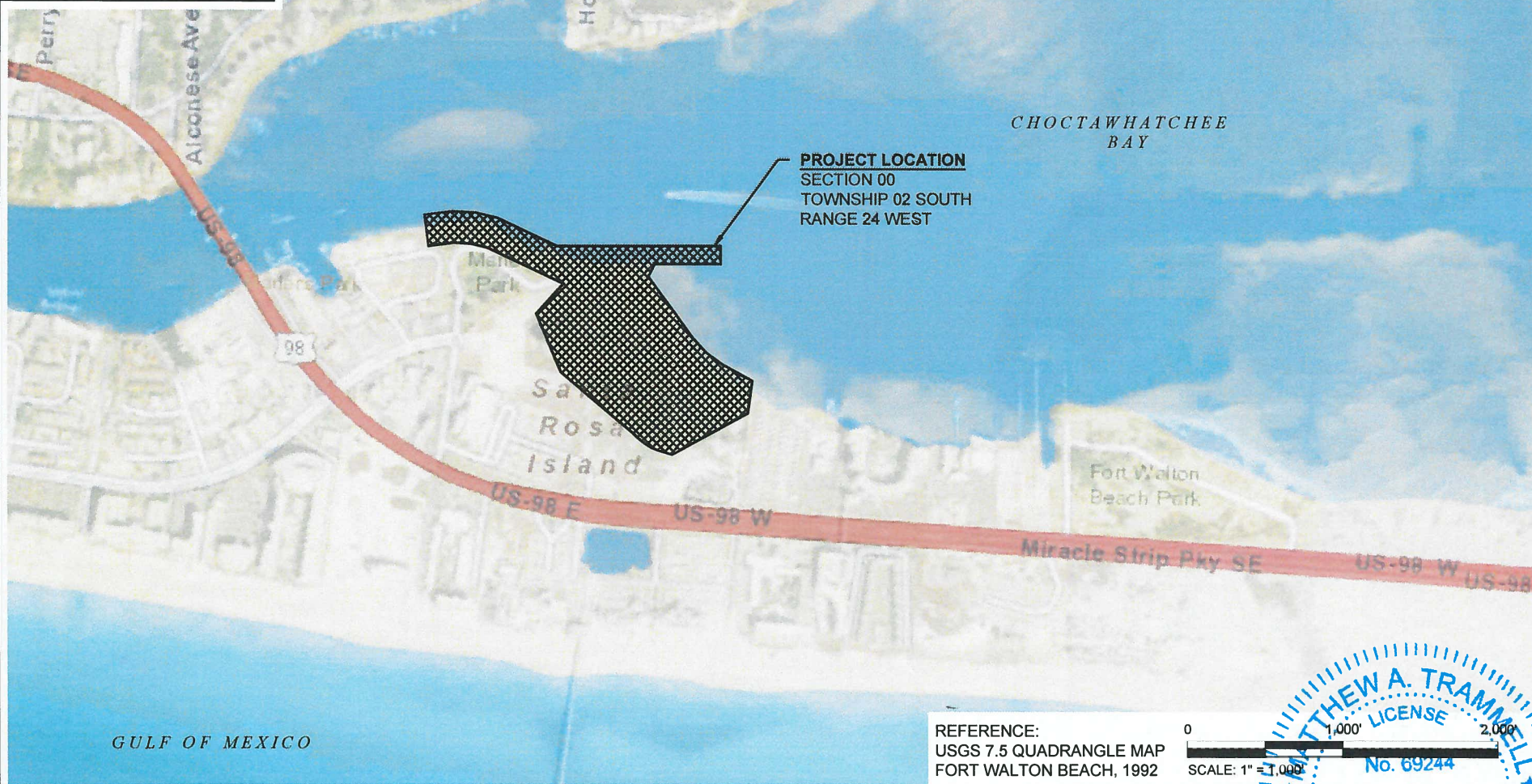
FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.


Clerk June 1, 2017
Date



OKALOOSA COUNTY,
FLORIDA

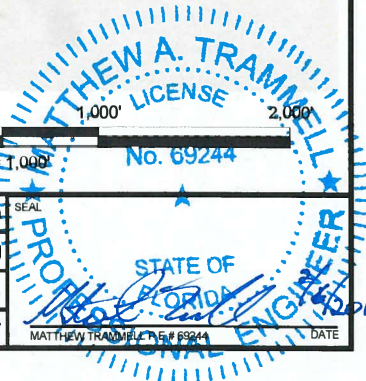


PROJECT LOCATION
SECTION 00
TOWNSHIP 02 SOUTH
RANGE 24 WEST

CHOCTAWHATCHEE
BAY

GULF OF MEXICO

REFERENCE:
USGS 7.5 QUADRANGLE MAP
FORT WALTON BEACH, 1992



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
PROJECT LOCATION MAP
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	1 of 28
DATE	FEB 2017

SEAL	
STATE OF FLORIDA	
PROFESSIONAL ENGINEER	
MATTHEW A. TRAMMELL	
DATE	2/2017

CATHY SHELL X:\ISYS\PROJECTS\C2013-063 OKA GREENSHORE\2015 BAYWALK\C2014-068 OKA GREENSHORE\2015 BAYWALK\C2014-068-P-LOCATION MAP.DWG 2/22/2017 11:01:30 AM

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

CATHY SHELL X:\S\PROJECTS\2013\063 OKA GREENSHORES\2015 BAYWALK\PERMIT\2014\069-P-NOTES.DWG 2/22/2017 11:01:32 AM

GENERAL NOTES:

1. DRAWING REFERENCES THE FLORIDA STATE PLANE NORTH, NORTH AMERICAN DATUM OF 1983 (NAD83)
2. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD88). ELEVATIONS IN FEET UNLESS NOTED OTHERWISE.
3. AERIAL IMAGERY OBTAINED FROM ESRI (2010) AND GOOGLE EARTH (2013). AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY. NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THESE MAPS.
4. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT DRAWING FILE "GULF INTRACOASTAL WATERWAY WEST BAY TO SANTA ROSA SOUND CHOCTAWHATCHEE BAY, GIWW M. 224.0 - 225.0, 9897+00 - 9948+00, CONDITION SURVEY." SHEET 30 OF 59, DATED MARCH 2016.
5. PARCEL BOUNDARIES OBTAINED FROM THE OKALOOSA COUNTY GIS DEPARTMENT ([HTTP://WEBGIS.OKALOOSAFL.COM/WEBGIS/](http://webgis.okaloosafl.com/webgis/)).
6. EXISTING BOAT RAMP, RAMP STAGING DOCKS, AND FISHING PIER PERMITTED UNDER THE MARLER PARK RENOVATION PROJECT (FDEP PERMIT NO. 46-0210188-001-DF ISSUED JULY 2003 AND USACE PERMIT NO. 200202278(1P-TLZ) ISSUED MARCH 2004).
7. BATHYMETRIC AND MEAN HIGH WATER LINE (MHWL) SURVEY PERFORMED BY SEASIDE ENGINEERING AND SURVEYING, LLC SEPTEMBER 2013. MHWL FIELD VERIFIED DECEMBER 2014.
8. TOPOGRAPHIC SURVEY PERFORMED BY SEASIDE ENGINEERING AND SURVEYING, LLC DECEMBER 2014
9. SEAGRASS SURVEY PERFORMED BY TAYLOR ENGINEERING, INC. SEPTEMBER 2013
10. COASTAL WETLAND DELINEATION PERFORMED BY TAYLOR ENGINEERING, INC. SEPTEMBER 2013 AND FIELD VERIFIED BY FDEP ON SEPTEMBER 30, 2014.
11. INLAND WETLAND DELINEATION PERFORMED BY TAYLOR ENGINEERING, INC. OCTOBER 2014 AND FIELD VERIFIED BY FDEP ON DECEMBER 16, 2014.
12. OBSERVATION AREAS SHALL CONSIST OF MAINTAINED NATURAL AREAS. THE AREA SHALL BE BOUND BY POST AND ROPE, OR SIMILAR, TO DISCOURAGE FOOT TRAFFIC OUTSIDE OF THE MAINTAINED AREA. GROUND SURFACE TREATMENTS WITHIN THESE AREAS MAY INCLUDE GRAVEL, WOODCHIPS, OR SIMILAR.
13. ALL FILL MATERIAL SHALL BE COMPRISED OF CLEAN SAND IN ACCORDANCE WITH THE OKALOOSA ISLAND COVENANTS AND RESTRICTIONS.

GENERAL DOCKING FACILITY NOTES:

1. CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS
2. BERTH DIMENSIONS REPRESENT THE OVERALL SLIP LENGTH AND WIDTH.
3. NO LIVEBOARDS ARE PROPOSED
4. NO FUELING FACILITIES OR SEWAGE PUMPOUTS ARE PROPOSED AT THIS FACILITY

5. MATERIALS ARE SUBJECT TO CHANGE. PILE EMBEDMENT AND DIMENSIONS WILL BE DETERMINED DURING FINAL DESIGN.
6. DOCK PILINGS WILL BE WRAPPED OR OTHERWISE MADE FROM NON-LEAKING MATERIALS.
7. THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.



PROPOSED DOCK PLAN:

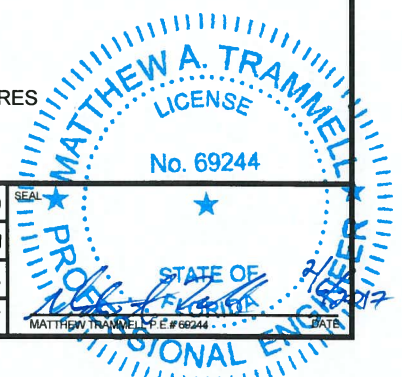
1. TOTAL NUMBER OF SLIPS: 22
2. TOTAL FIXED TIMBER PIER AREA = ~21,765 S.F.
 - A. ~407 S.F. EXISTING (RIGHT BOAT RAMP DOCK)
 - B. ~432 S.F. EXISTING (LEFT BOAT RAMP DOCK)
 - C. ~100 S.F. DEMOLISHED (TO BE REMOVED TO EXTEND RIGHT BOAT RAMP DOCK)
 - D. ~659 S.F. PROPOSED RIGHT BOAT RAMP DOCK EXTENSION
 - E. ~16,101 S.F. PROPOSED (MAIN ACCESS PIER; W/ GAZEBO & FINGER PIERS)
 - F. ~1,586 S.F. PROPOSED (KAYAK LAUNCH DOCK)
3. FLEXIBLE MOORING AREA: ~500 LINER FEET
4. PROPOSED SUBMERGED LAND LEASE TOTAL AREA: 48,230 S.F.
 - AREA 1: 1,325 S.F.
 - AREA 2: 1,776 S.F.
 - AREA 3: 7,768 S.F.
 - AREA 4: 37,361 S.F.

PROPOSED GRADING PLAN

1. TOTAL MARSH CREATION FILL VOLUME = ~2,300 CY

ENVIRONMENTAL RESTORATION

1. OYSTER REEF (BREAKWATER) HABITAT: 1.42 ACRES
2. SEAGRASS RECRUITMENT AREA: 1.23 ACRES
3. SALTMARSH CREATION AREA: 1.03 ACRES
4. SALTMARSH ENHANCEMENT AREA: 0.58 ACRES
5. COASTAL UPLAND ENHANCEMENT AREA: 1.34 ACRES
6. FRESHWATER WETLAND ENHANCEMENT AREA: 0.24 ACRES



TAYLOR ENGINEERING INC.

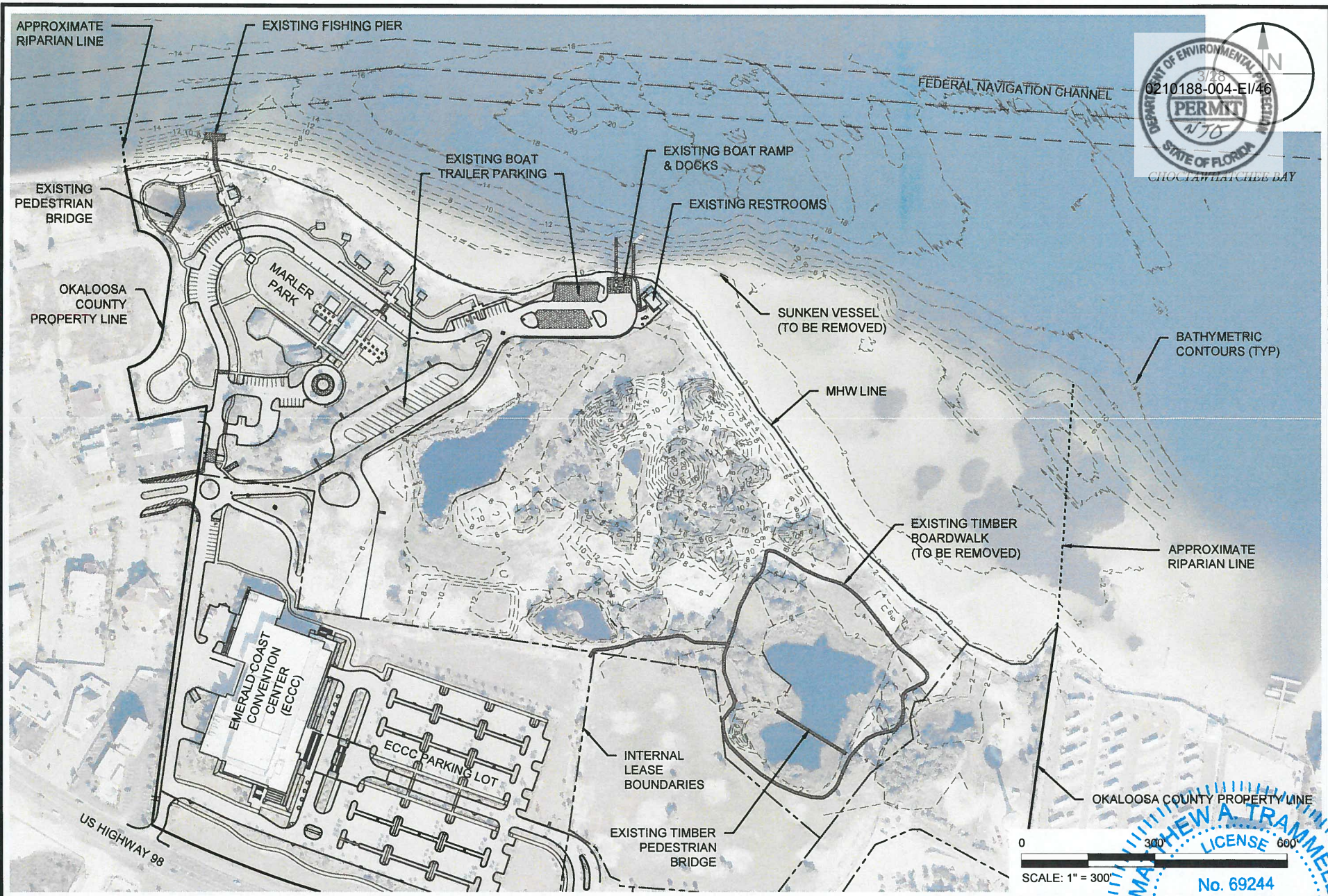
1221 AIRPORT ROAD
SUITE 210
DESTIN FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
PROJECT NOTES
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	2 of 28
DATE	FEB 2017

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CATHY SHELL X:\S\PROJECTS\C2013-063 OKA GREENSHORES\2015 BAYWALK\C2014-068 OKA GREENSHORE BAYWALK\KIPERMIT\C2014-068-P-EXISTING CONDITIONS UPLAND.DWG 2/22/2017 11:01:46 AM




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FIGURE 3
 EXISTING CONDITIONS
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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SHEET	3 of 28
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SCALE: 1" = 300'

0 300 600

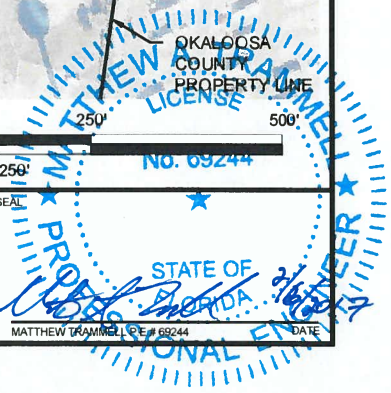
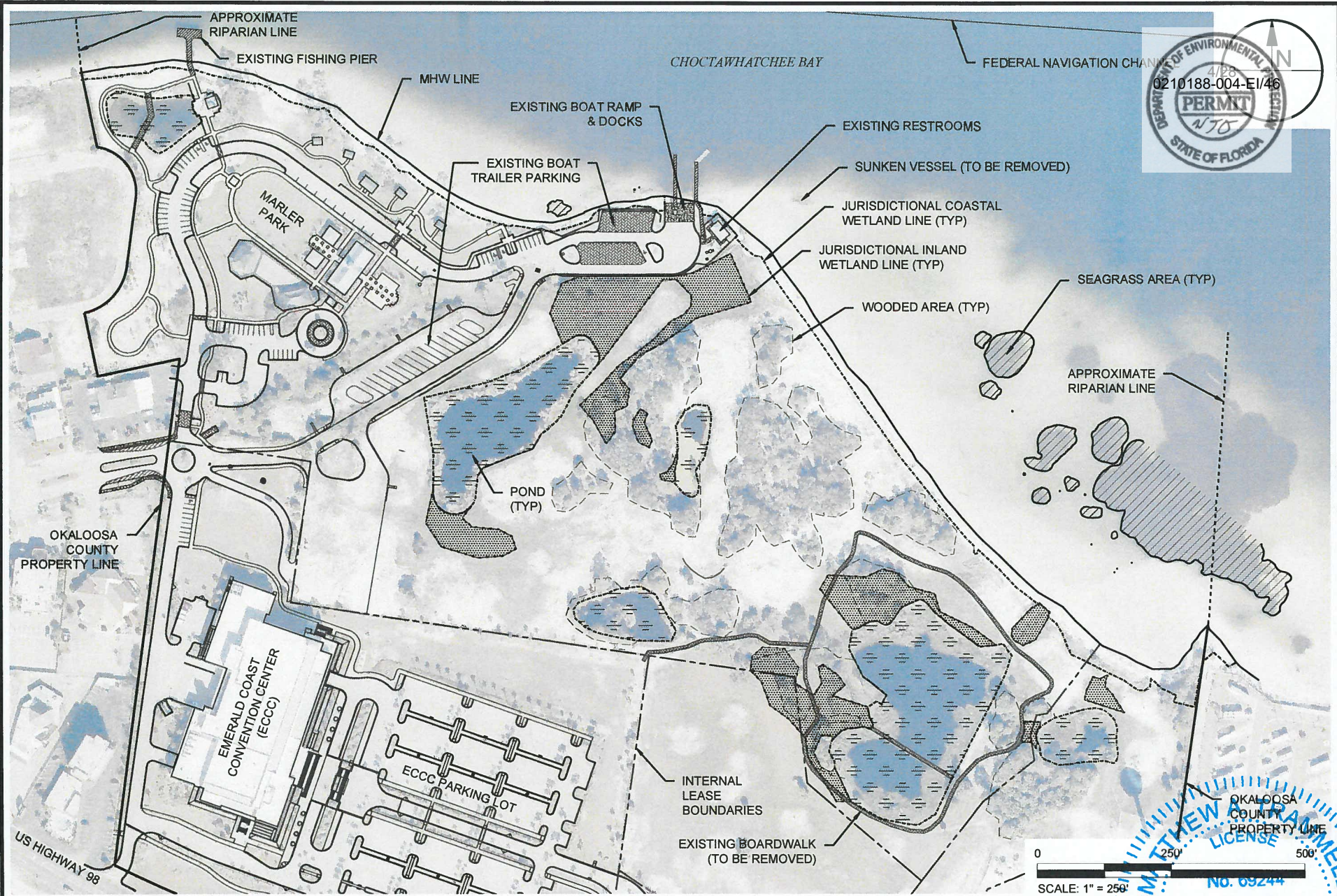
SEAL

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 LICENSE
 No. 69244

STATE OF FLORIDA
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PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

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FIGURE 4
 EXISTING ENVIRONMENTAL RESOURCES MAP
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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SCALE: 1" = 250'

0 250' 500'

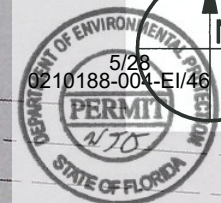
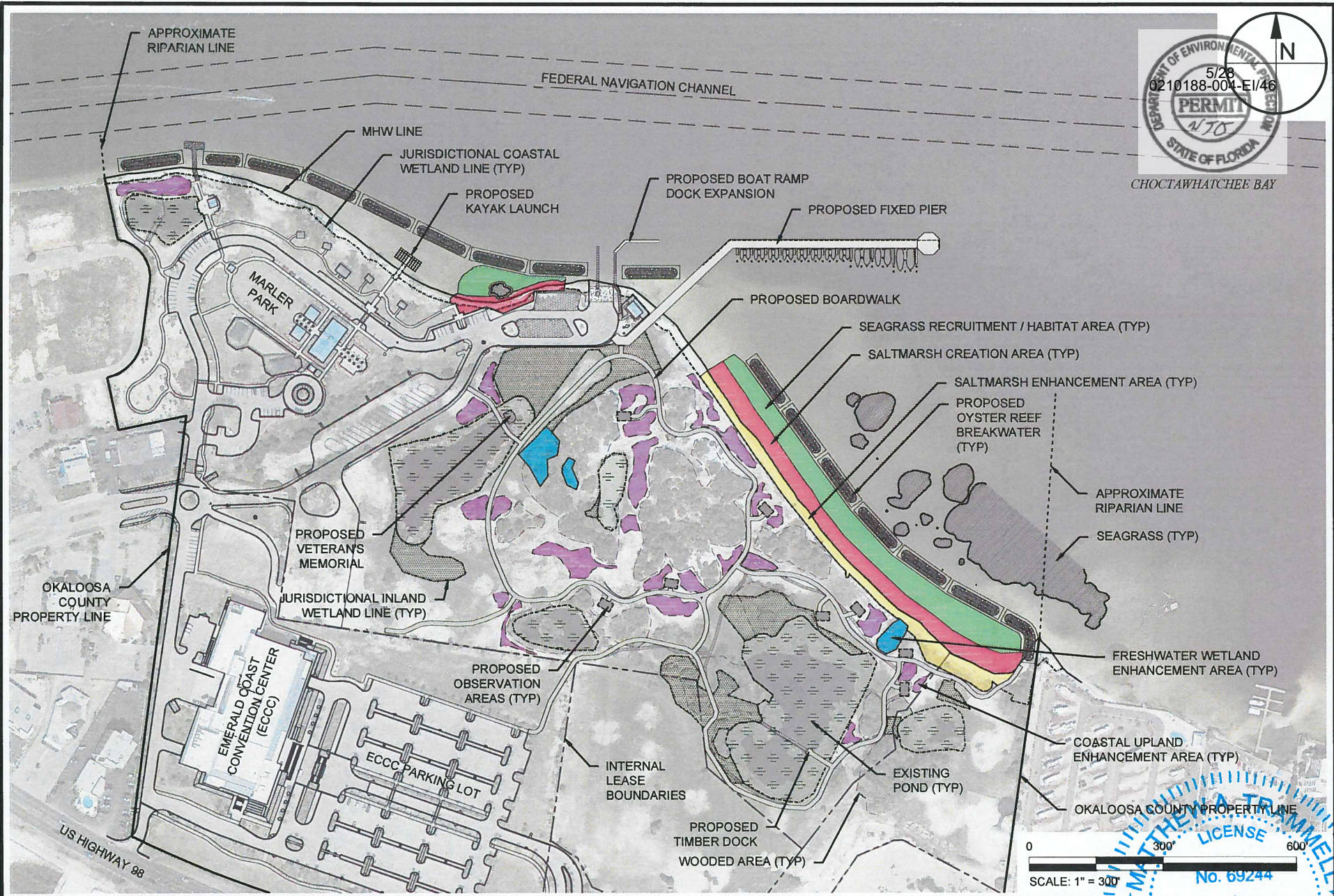
SEAL

STATE OF FLORIDA

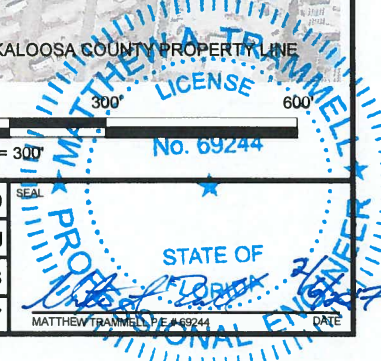
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CHOCTAWHATCHEE BAY



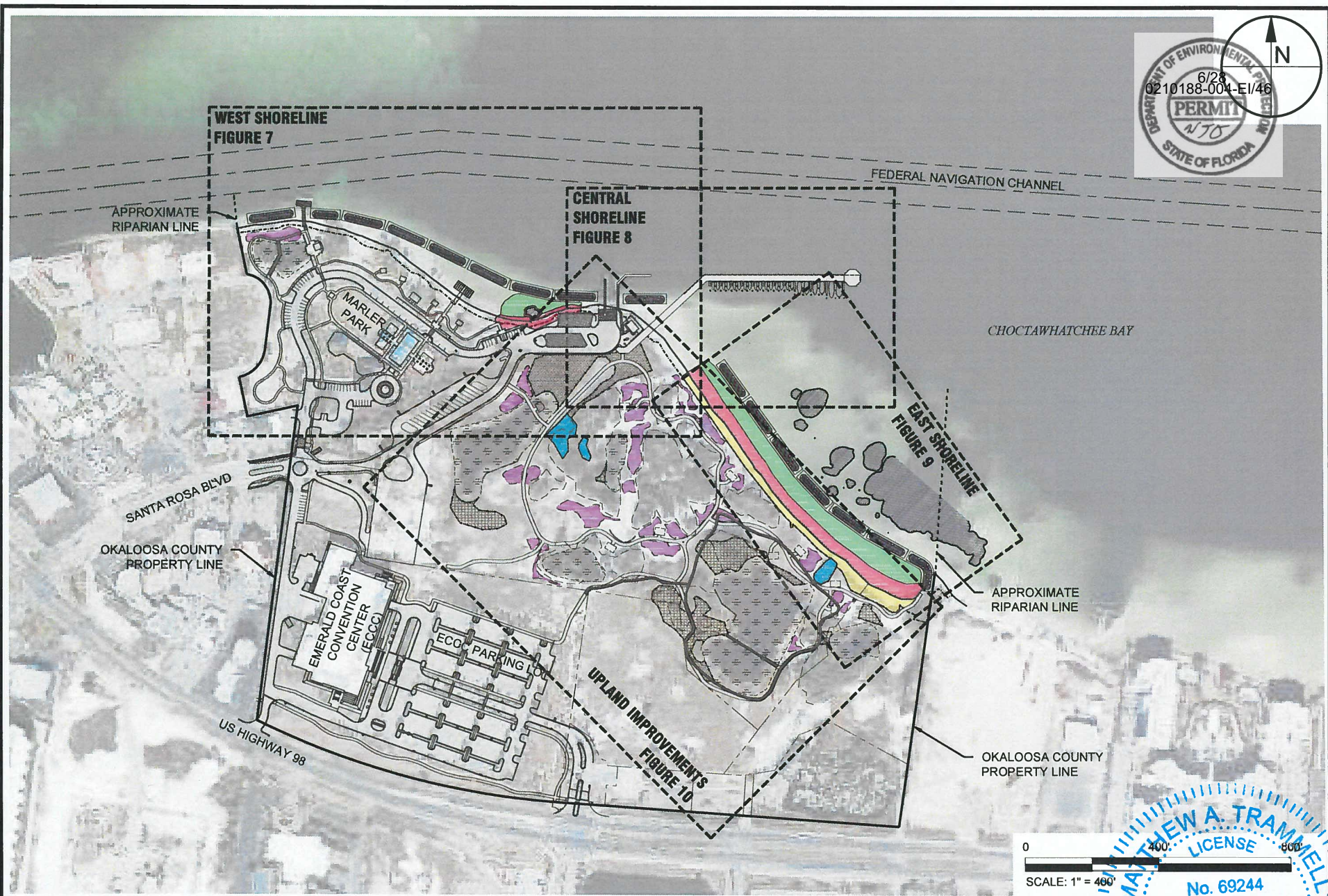
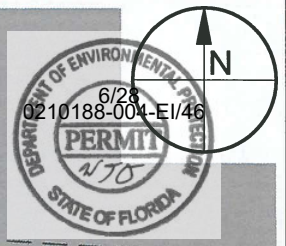
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FIGURE 5
 PROJECT OVERVIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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SHEET	5 of 28
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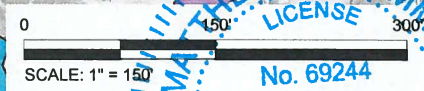
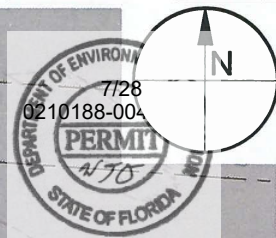
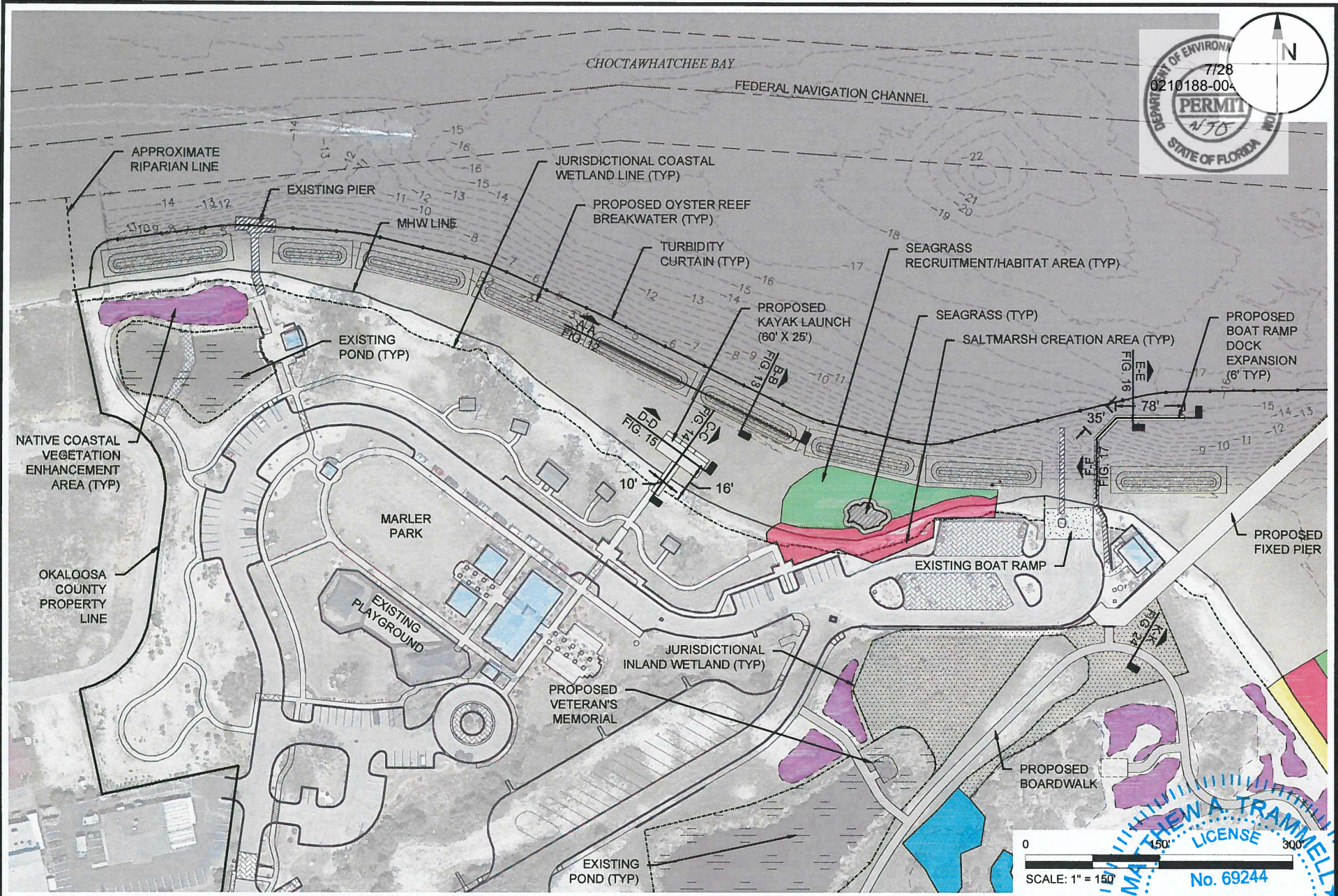
FIGURE 6
SHEET INDEX
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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CATHY SHELL X:\ISV\PROJECTS\C2013-093 OKA GREENSHORE\0215 BAYWALK\C2014-069 OKA GREENSHORE BAYWALK\PERMIT\C2014-069-P-SHEET-INDEX.DWG 2/22/2017 11:02:12 AM

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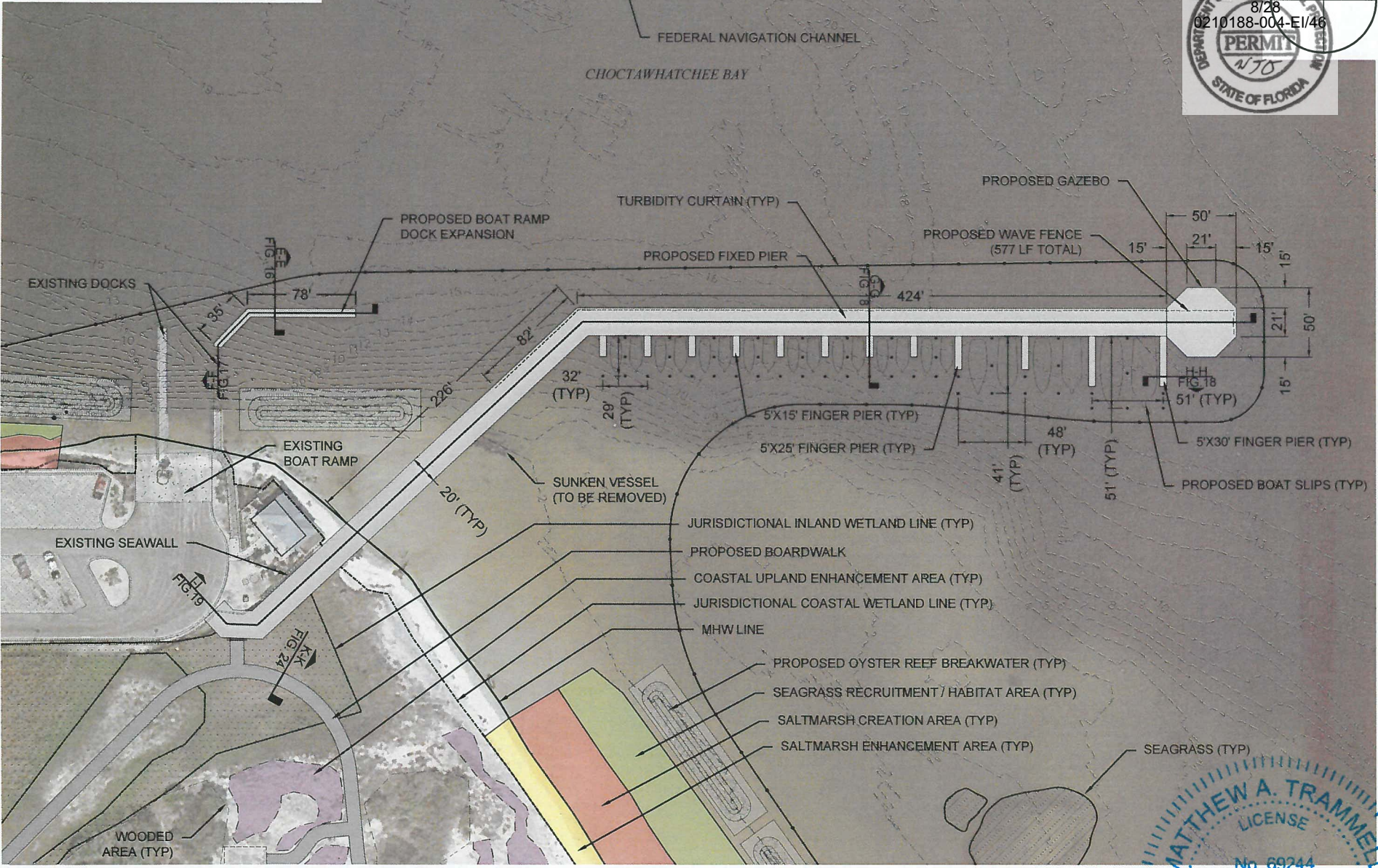
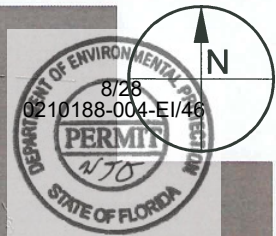
FIGURE 7
 PROPOSED WEST SHORELINE PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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0 100' 200'

SCALE: 1" = 100'



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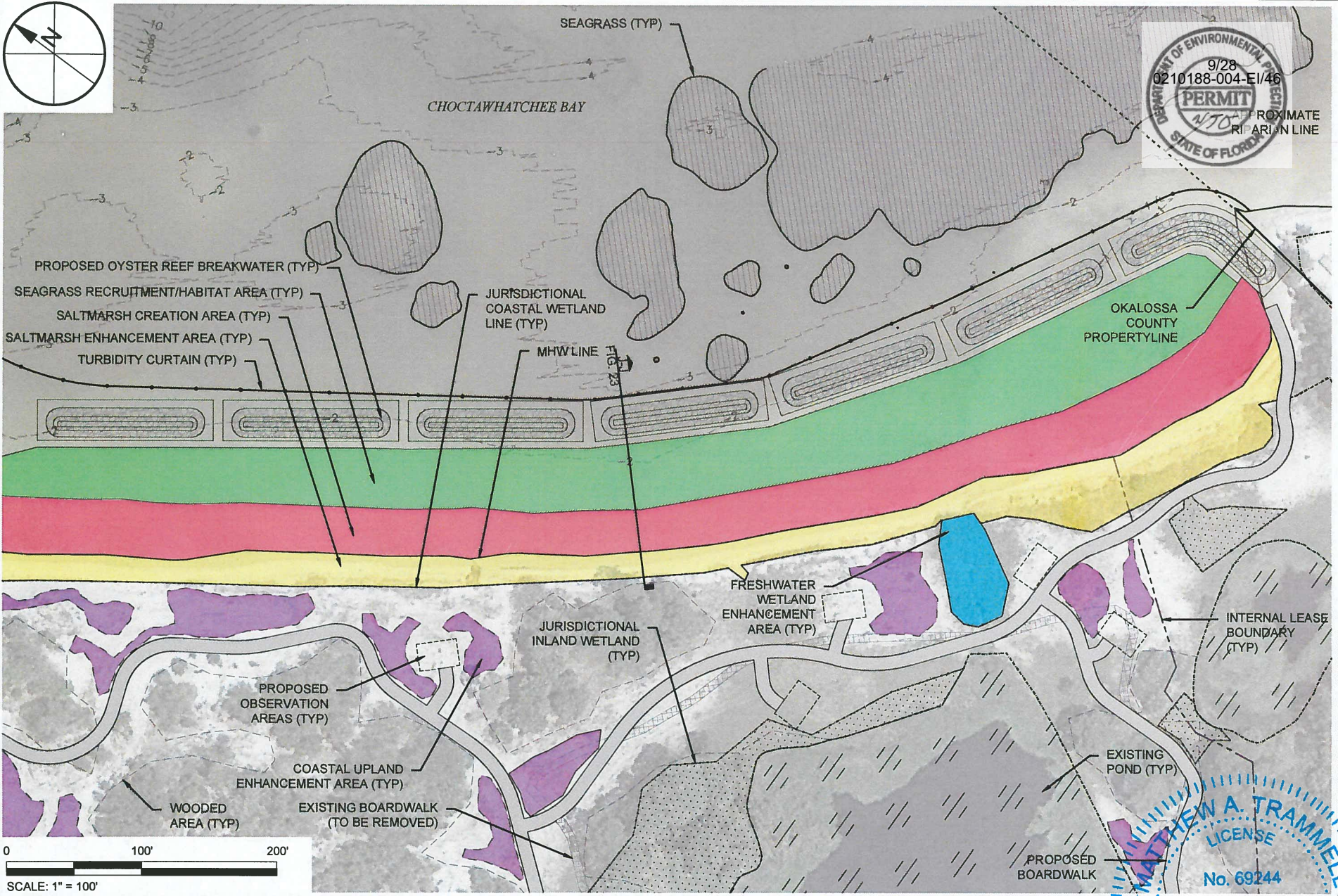
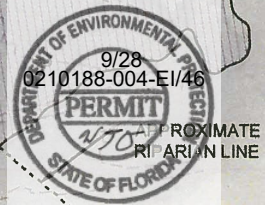
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FIGURE 8
PROPOSED CENTRAL SHORELINE PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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CATHY SHELL X:\SVP\PROJECTS\2013-063 OKA GREENSHORES\2015 BAYWALK\2014-068 OKA GREENSHORES BAYWALK\KPERMIT\2014-068-P-EASTPLAN.DWG 2/22/2017 11:02:39 AM



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FIGURE 9
 PROPOSED EAST SHORELINE PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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SEAL

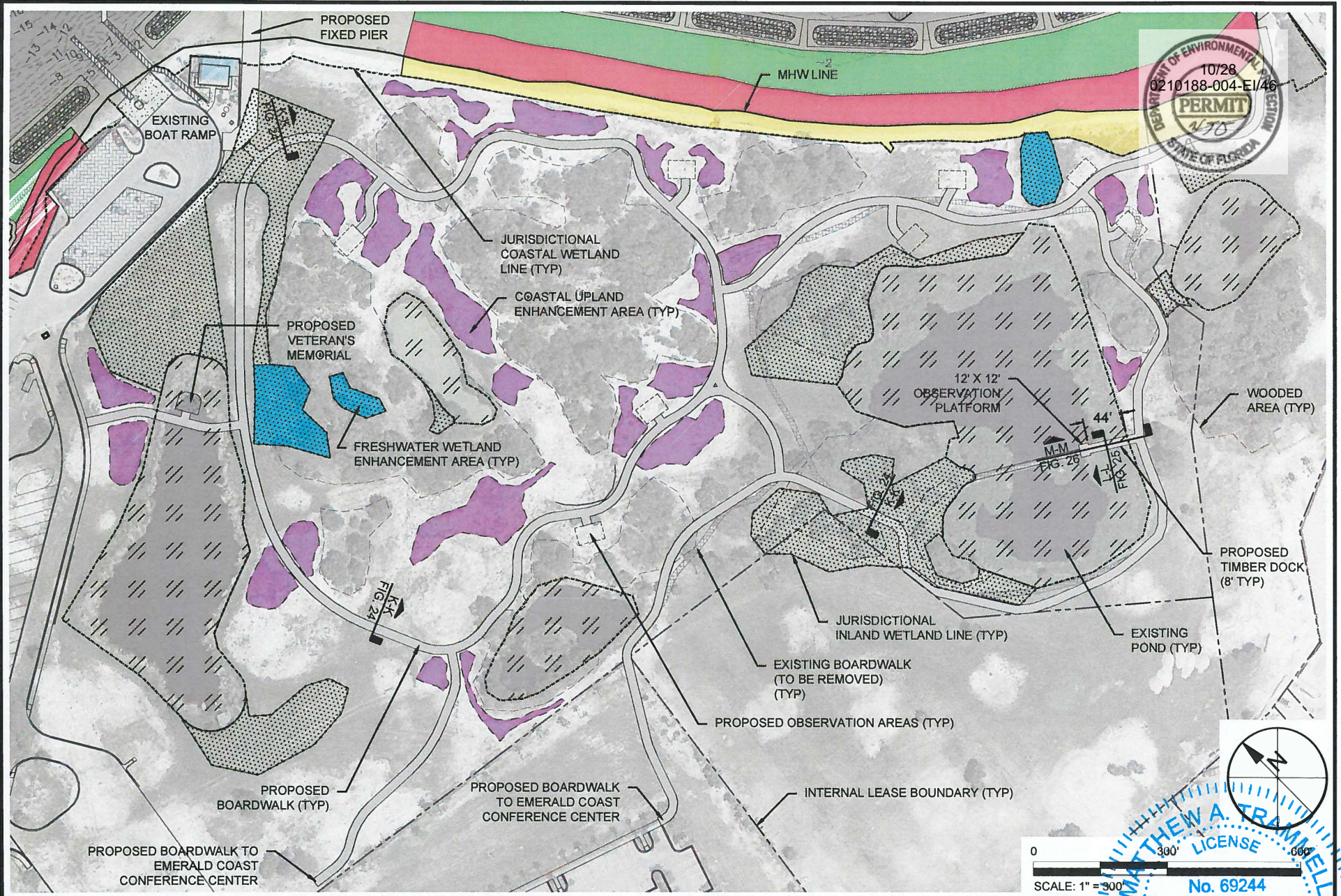
MATTHEW A. TRAMMELL
 LICENSE
 No. 69244

STATE OF FLORIDA
 PROFESSIONAL ENGINEER

MATTHEW TRAMMELL, P.E. # 69244

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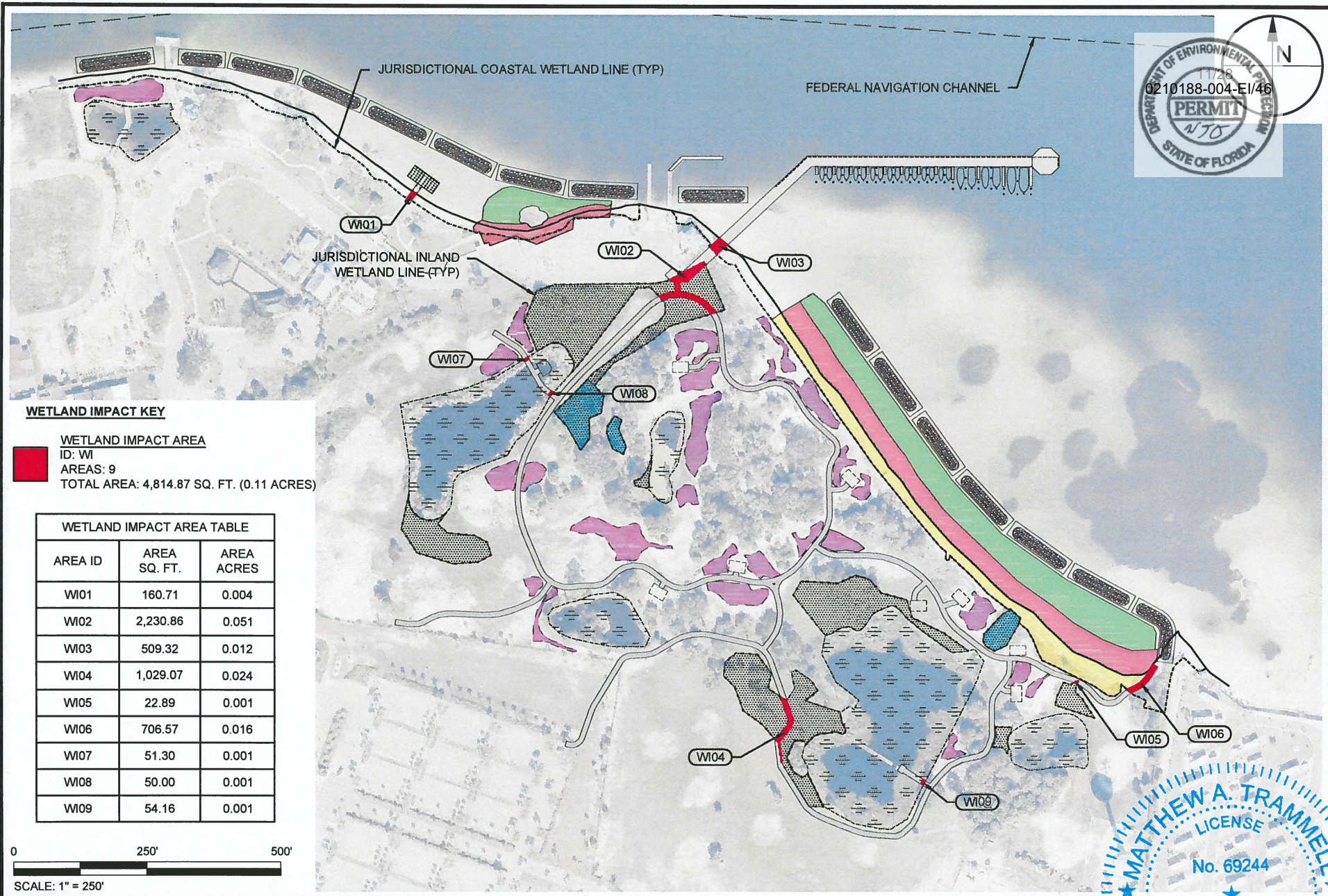
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FIGURE 10
 PROPOSED UPLAND IMPROVEMENTS PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069	SCALE	1" = 300'
DRAWN BY	AF / RLJ	DATE	FEB 2017
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WETLAND IMPACT KEY

WETLAND IMPACT AREA
 ID: WI
 AREAS: 9
 TOTAL AREA: 4,814.87 SQ. FT. (0.11 ACRES)

WETLAND IMPACT AREA TABLE		
AREA ID	AREA SQ. FT.	AREA ACRES
WI01	160.71	0.004
WI02	2,230.86	0.051
WI03	509.32	0.012
WI04	1,029.07	0.024
WI05	22.89	0.001
WI06	706.57	0.016
WI07	51.30	0.001
WI08	50.00	0.001
WI09	54.16	0.001



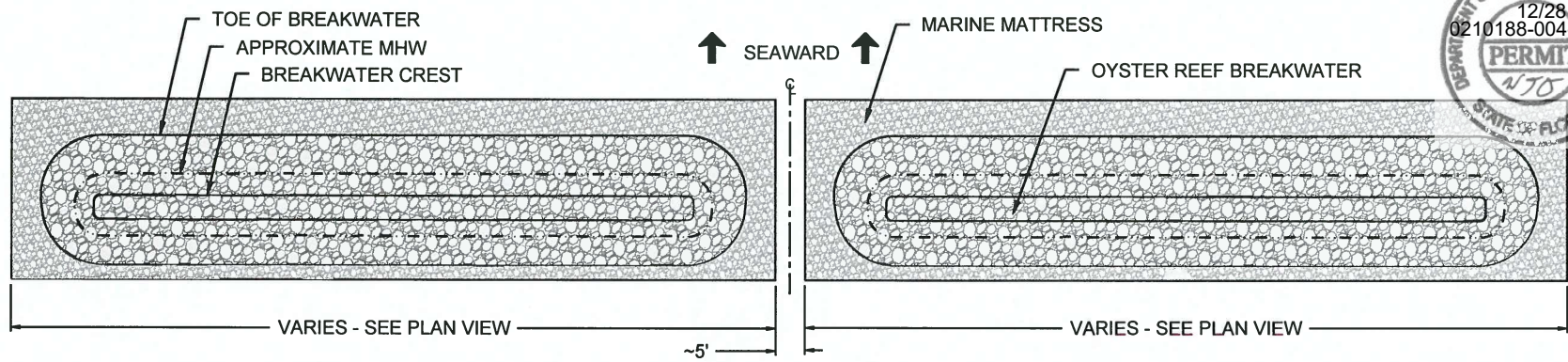
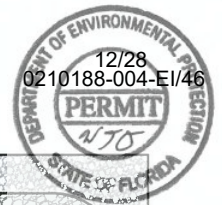
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FIGURE 11
 WETLAND IMPACT MAP
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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DATE	FEB 2017

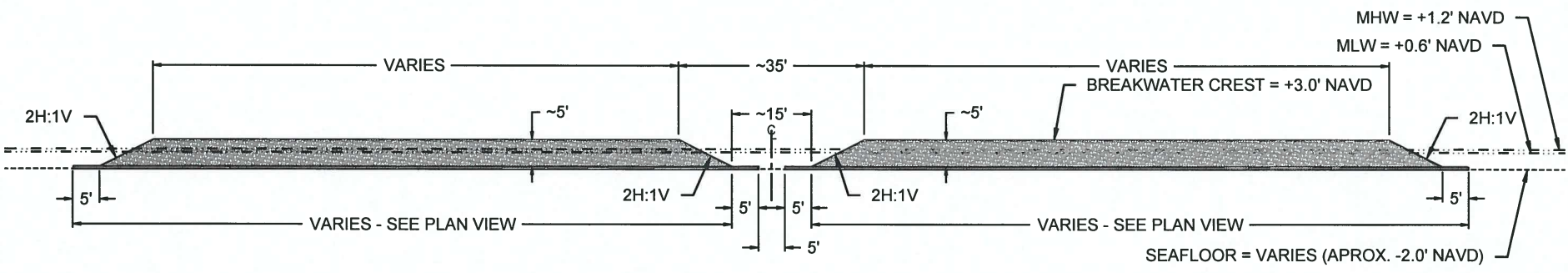
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 MATTHEW A. TRAMMELL
 LICENSE
 No. 69244
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 DATE

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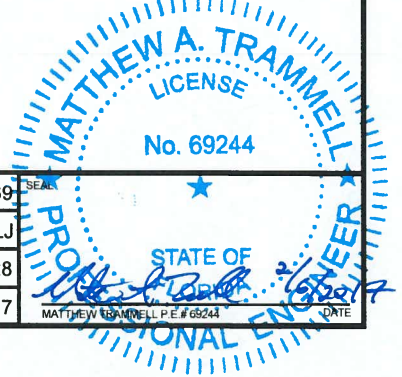
**PLAN VIEW TYPICAL DETAIL
OYSTER REEF BREAKWATER**

SCALE: 1" = 30'
0 30'



**ELEVATION VIEW TYPICAL DETAIL
OYSTER REEF BREAKWATER**

FIG. 7
A-A
SCALE: 1" = 30'
0 30'



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FIGURE 12
BREAKWATER DETAILS
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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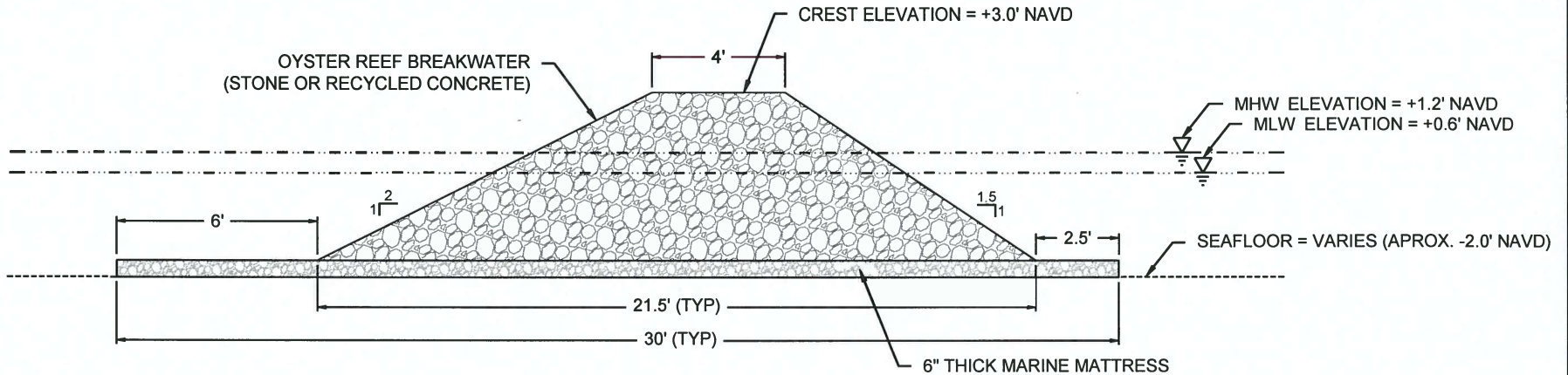
SEAL
MATTHEW A. TRAMMELL
LICENSE
No. 69244
STATE OF
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PROFESSIONAL ENGINEER
DATE



SEAWARD



LANDWARD



SECTION VIEW TYPICAL DETAIL
OYSTER REEF BREAKWATER

FIG. 7
B-B

SCALE: 1" = 5'

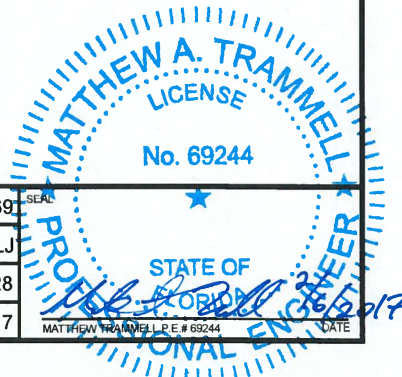


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FIGURE 13
OYSTER REEF BREAKWATER SECTION DETAIL
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

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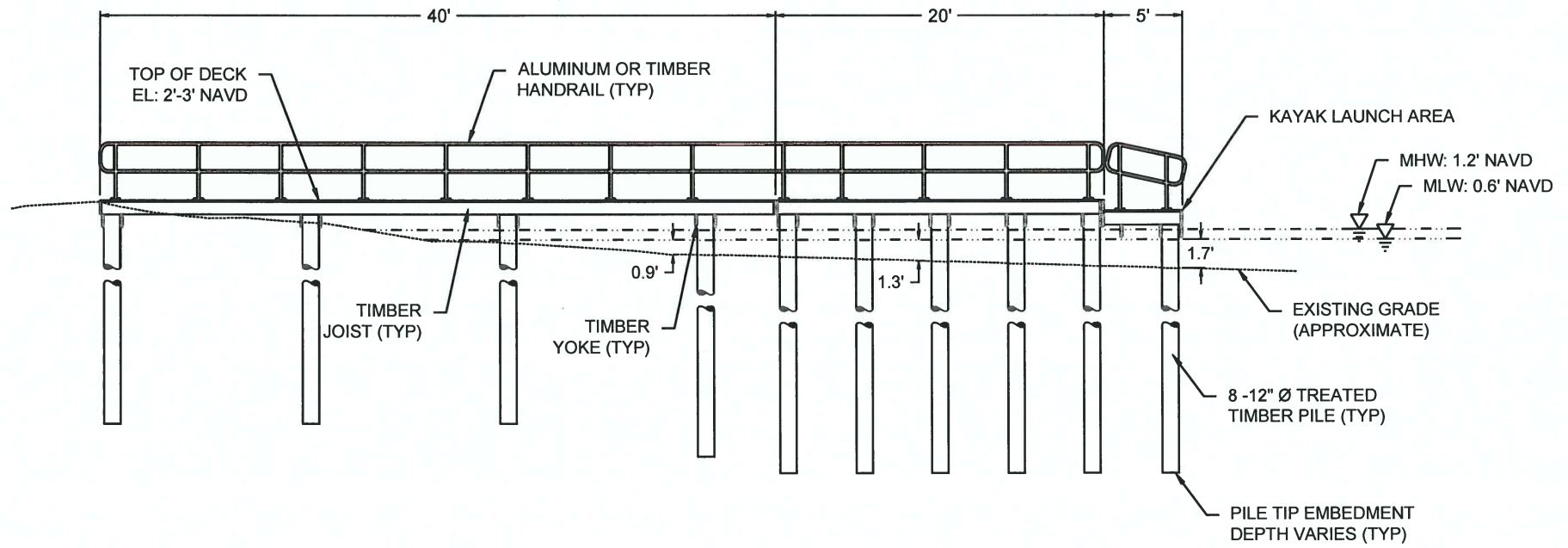
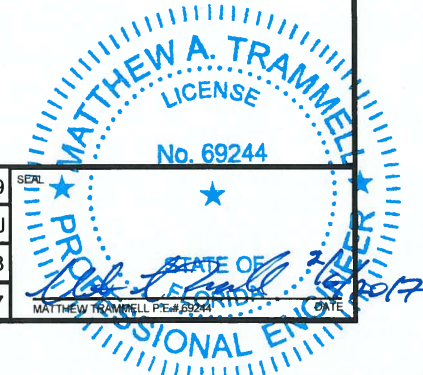


FIG. 7 C-C
 TYPICAL SECTION VIEW KAYAK LAUNCH
 SCALE: 1" = 10'



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FIGURE 14
 KAYAK LAUNCH SECTION DETAIL C-C
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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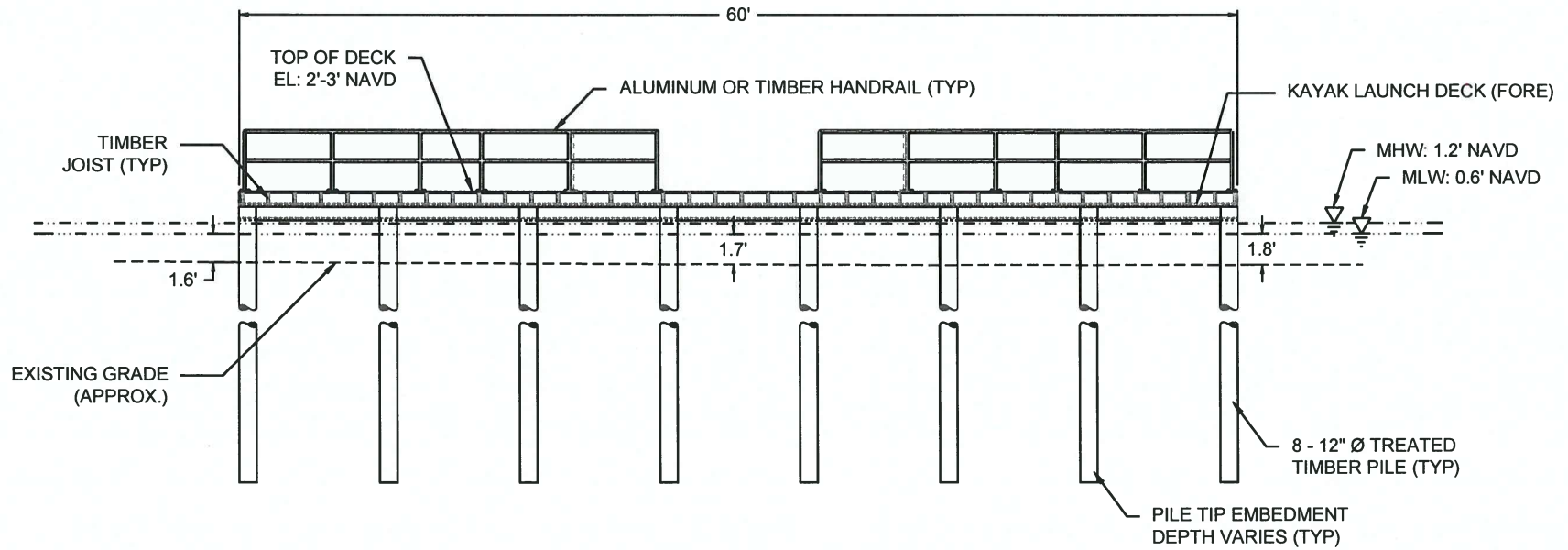


FIG. 7
D-D

TYPICAL SECTION VIEW KAYAK LAUNCH

SCALE: 1" = 10'



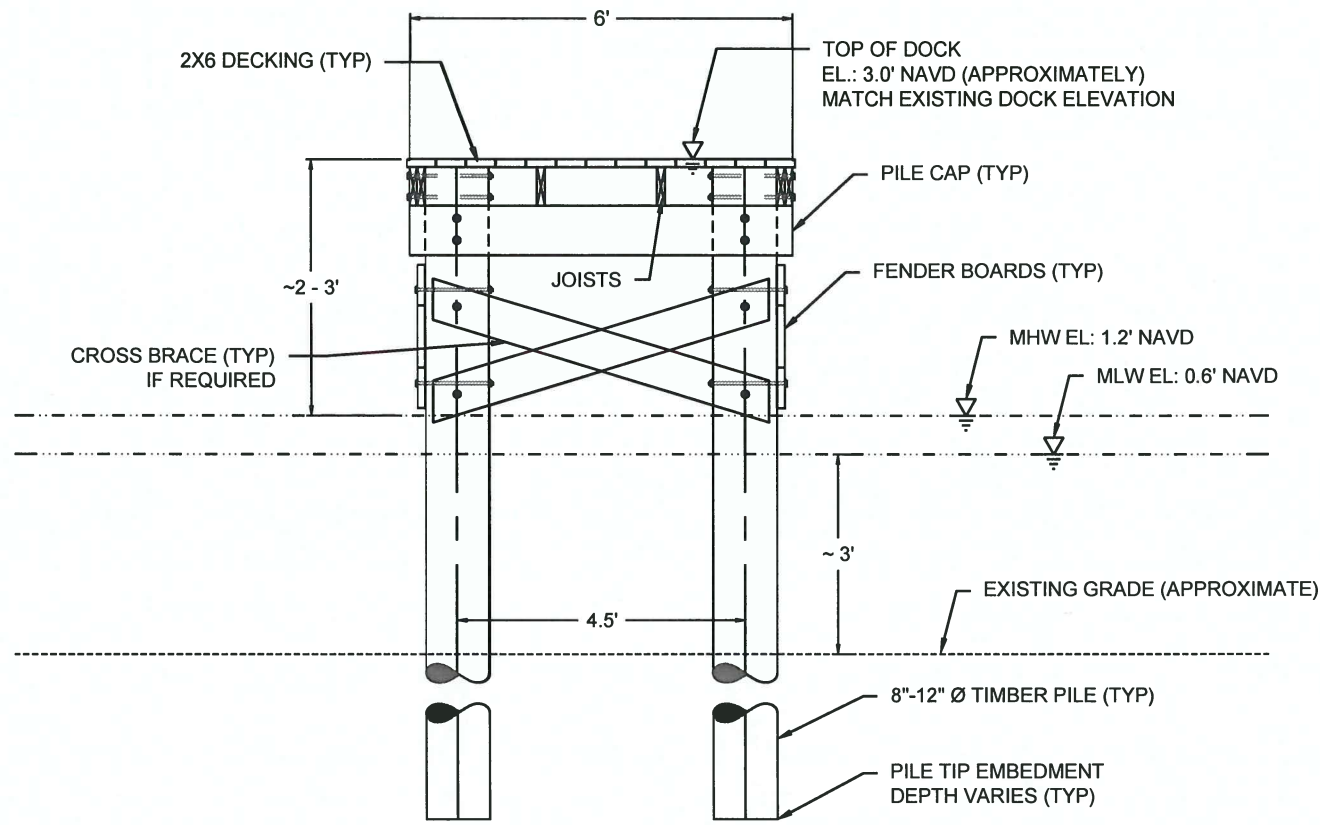
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FIGURE 15
KAYAK LAUNCH SECTION DETAIL D-D
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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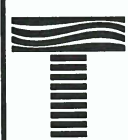




SECTION VIEW TYPICAL DETAIL
TIMBER DOCK EXTENSION

F7 & F8
E-E

SCALE: 1" = 3'



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FIGURE 16
TIMBER DOCK SECTION VIEW TYPICAL DETAL E-E
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

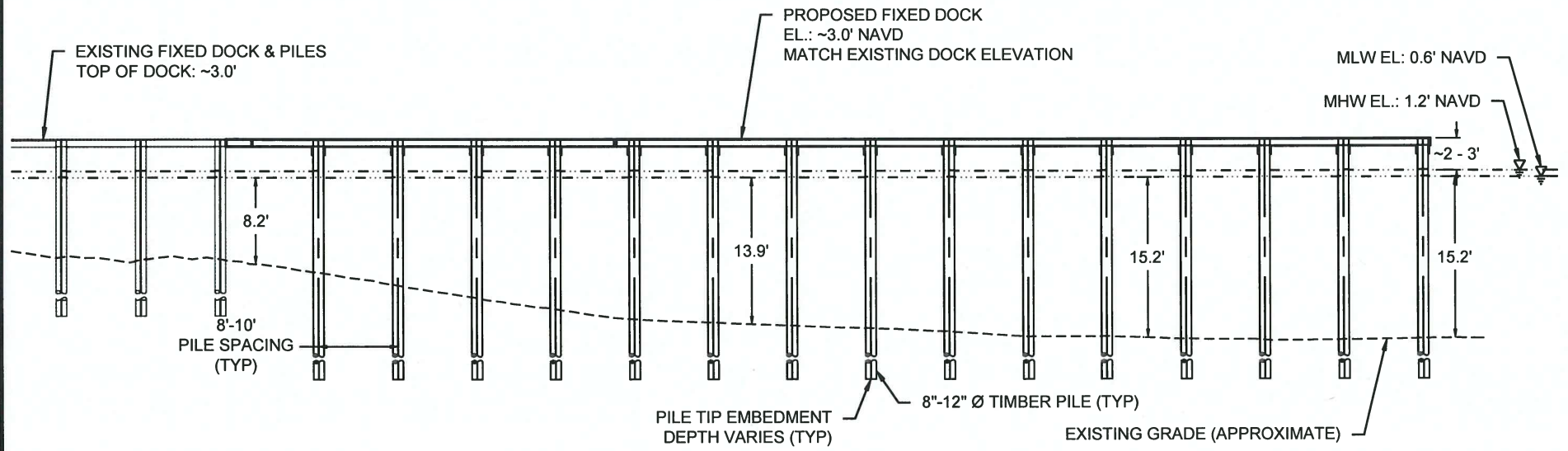
PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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DATE	FEB 2017



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**SECTION VIEW TYPICAL DETAIL
TIMBER DOCK EXTENSION**

F7 & F8
F-F

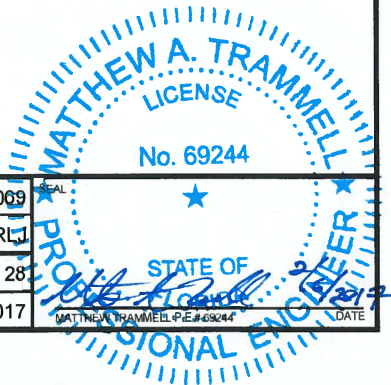
SCALE: 1" = 15'

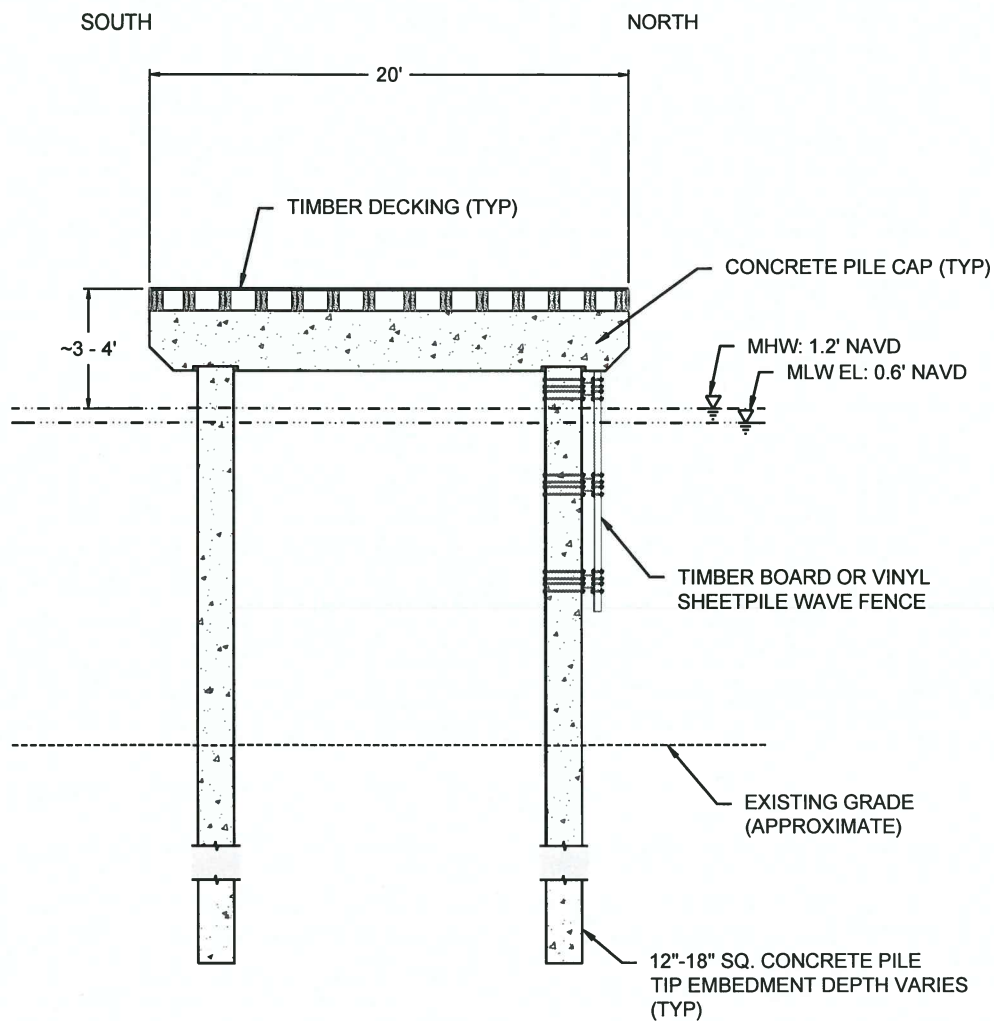


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FIGURE 17
TIMBER DOCK SECTION VIEW TYPICAL DETAIL F-F
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

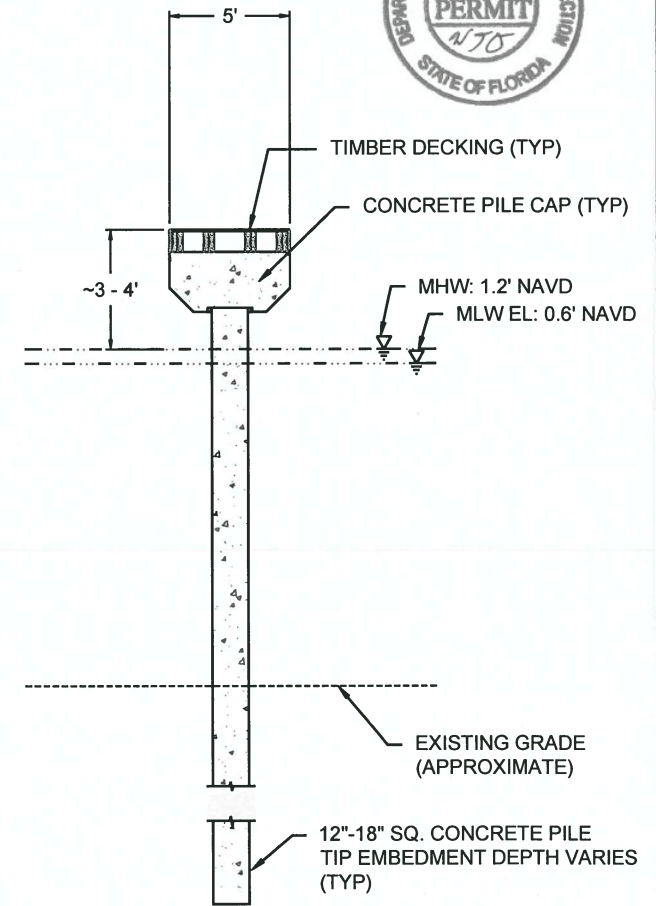
PROJECT	C2014-006/009
DRAWN BY	AF / RL
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**SECTION VIEW TYPICAL DETAIL
FIXED PIER DOCK**

FIG. 8
G-G
SCALE: 1" = 8'



**SECTION VIEW TYPICAL DETAIL
FINGER PIER DOCKS**

FIG. 8
H-H
SCALE: 1" = 8'



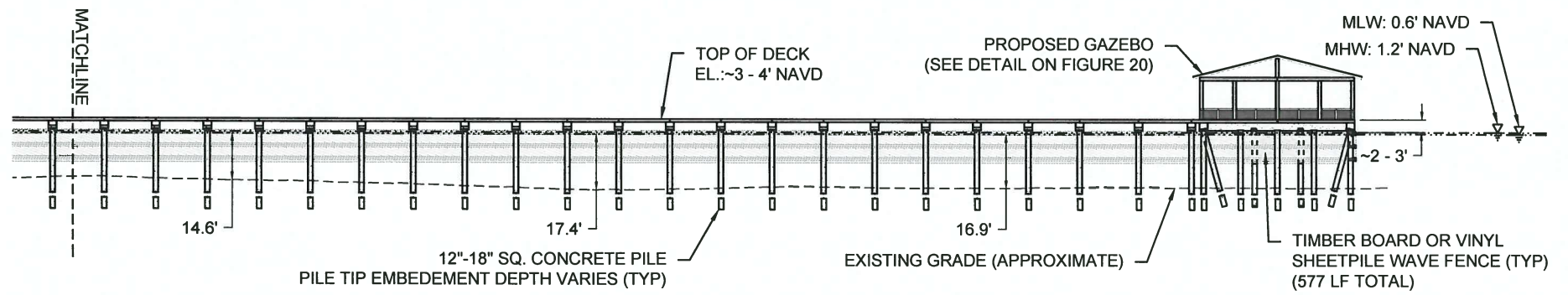
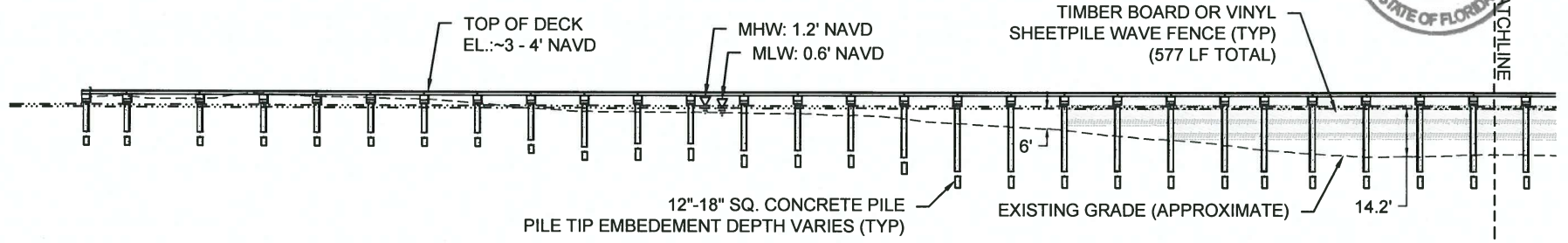
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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 18
FIXED PIER DOCK SECTION VIEW TYPICAL DETAILS G-G & H-H
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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SEAL
MATTHEW A. TRAMMELL
No. 69244
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE

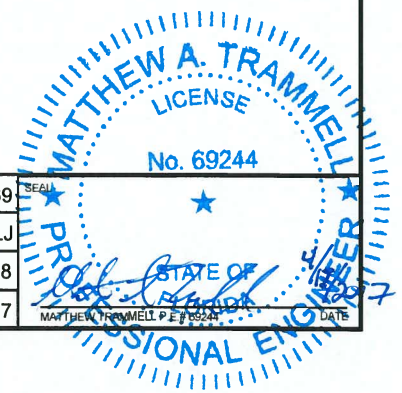
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**SECTION VIEW TYPICAL DETAIL
FIXED PIER DOCK**

FIG. 8
I-I

SCALE: 1" = 50'

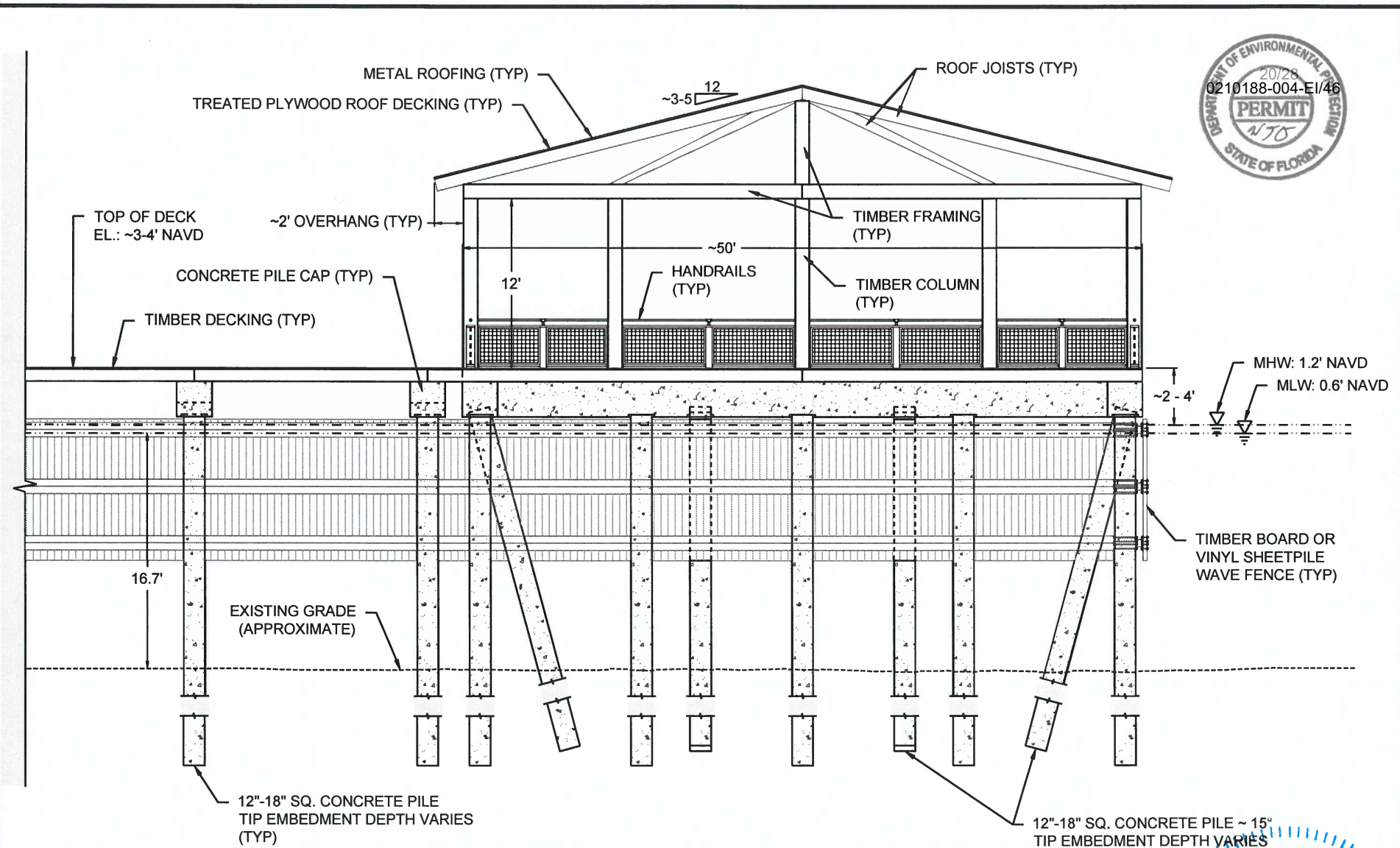


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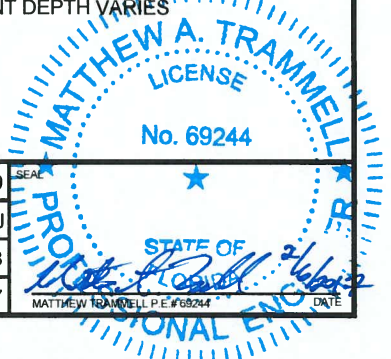
FIGURE 19
 FIXED PIER DOCK SECTION VIEW TYPICAL DETAIL I-I
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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**SECTION VIEW TYPICAL DETAIL
FIXED PIER DOCK GAZEBO**
SCALE: 1" = 10'



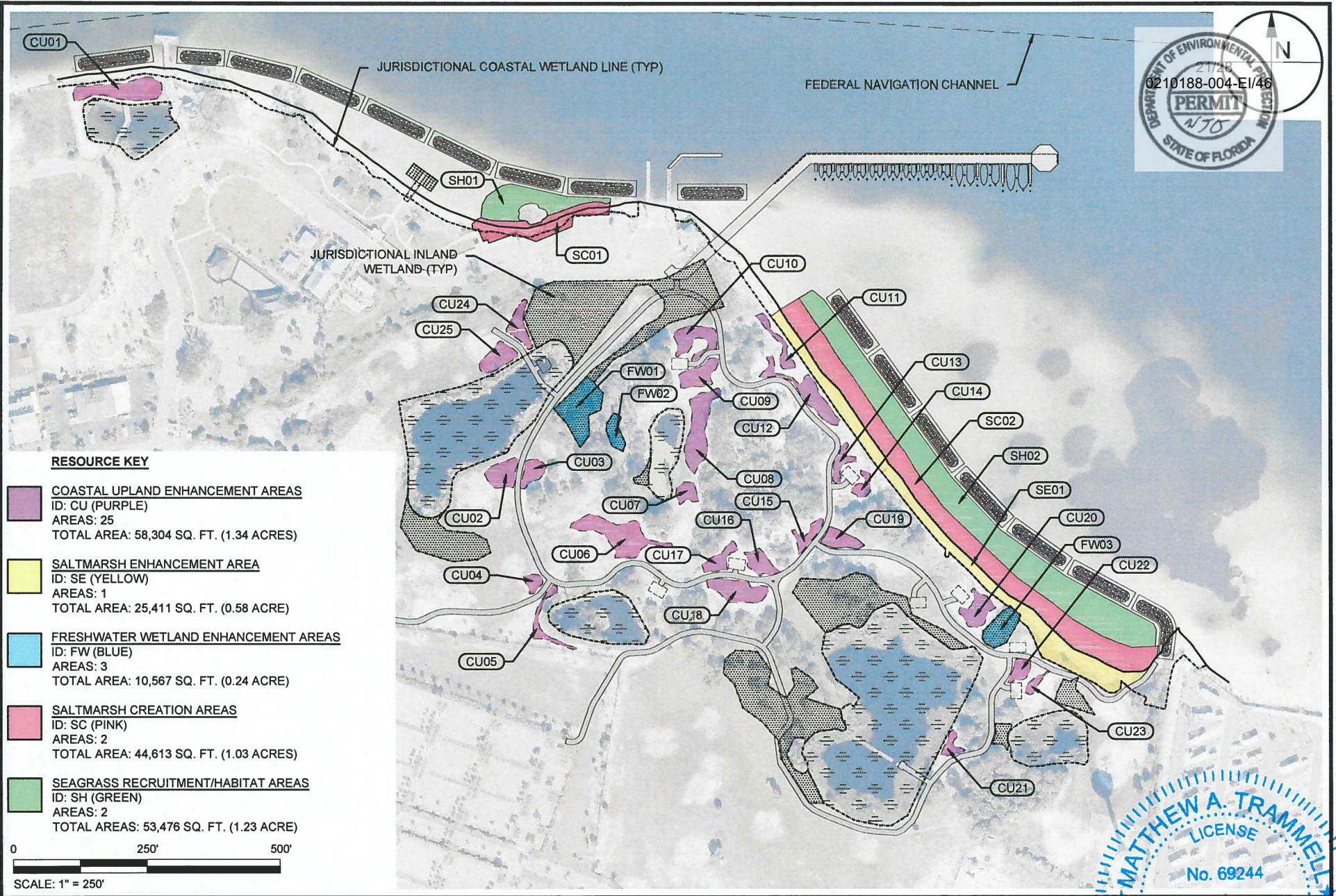
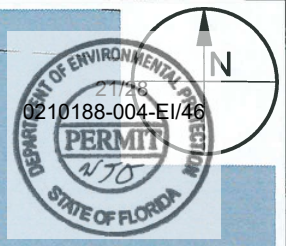
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FIGURE 20
FIXED PIER DOCK GAZEBO SECTION VIEW TYPICAL DETAIL
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

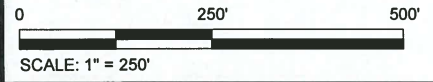
PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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DATE	FEB 2017

SEALED
DATE
MATTHEW TRAMMELL P.E. #69244



RESOURCE KEY

- COASTAL UPLAND ENHANCEMENT AREAS**
 ID: CU (PURPLE)
 AREAS: 25
 TOTAL AREA: 58,304 SQ. FT. (1.34 ACRES)
- SALTMARSH ENHANCEMENT AREA**
 ID: SE (YELLOW)
 AREAS: 1
 TOTAL AREA: 25,411 SQ. FT. (0.58 ACRE)
- FRESHWATER WETLAND ENHANCEMENT AREAS**
 ID: FW (BLUE)
 AREAS: 3
 TOTAL AREA: 10,567 SQ. FT. (0.24 ACRE)
- SALTMARSH CREATION AREAS**
 ID: SC (PINK)
 AREAS: 2
 TOTAL AREA: 44,613 SQ. FT. (1.03 ACRES)
- SEAGRASS RECRUITMENT/HABITAT AREAS**
 ID: SH (GREEN)
 AREAS: 2
 TOTAL AREAS: 53,476 SQ. FT. (1.23 ACRE)



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FIGURE 21
ENVIRONMENTAL RESOURCES IMPROVEMENTS MAP
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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DATE	FEB 2017

SEAL
 STATE OF
 FLORIDA
 MATTHEW A. TRAMMELL
 LICENSE
 No. 69244
 DATE

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RESOURCES AREA TABLE		
AREA ID	AREA SQ. FT.	AREA ACRES
CU01	4,905.95	0.11
CU02	2,483.82	0.06
CU03	1,659.52	0.04
CU04	889.89	0.02
CU05	1,602.14	0.04
CU06	6,137.69	0.14
CU07	1,292.96	0.03
CU08	5,240.61	0.12
CU09	2,511.00	0.06
CU10	3,098.17	0.07
CU11	1,601.62	0.04
CU12	3,878.71	0.09
CU13	1,355.37	0.03
CU14	1,045.66	0.02
CU15	1,377.45	0.03
CU16	1,903.47	0.04
CU17	1,694.89	0.04
CU18	3,636.00	0.08
CU19	1,976.43	0.05

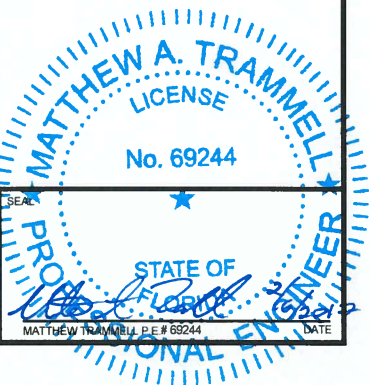
RESOURCES AREA TABLE		
AREA ID	AREA SQ. FT.	AREA ACRES
CU20	2,576.78	0.06
CU21	1,008.46	0.02
CU22	1,266.67	0.03
CU23	687.51	0.02
CU24	2,024.59	0.05
CU25	2,448.62	0.06
FW01	5,966.47	0.14
FW02	1,516.69	0.03
FW03	3,084.00	0.07
SC01	7,650.67	0.18
SC02	36,962.07	0.85
SE01	25,410.91	0.58
SH01	8,157.13	0.19
SH02	45,318.81	1.04

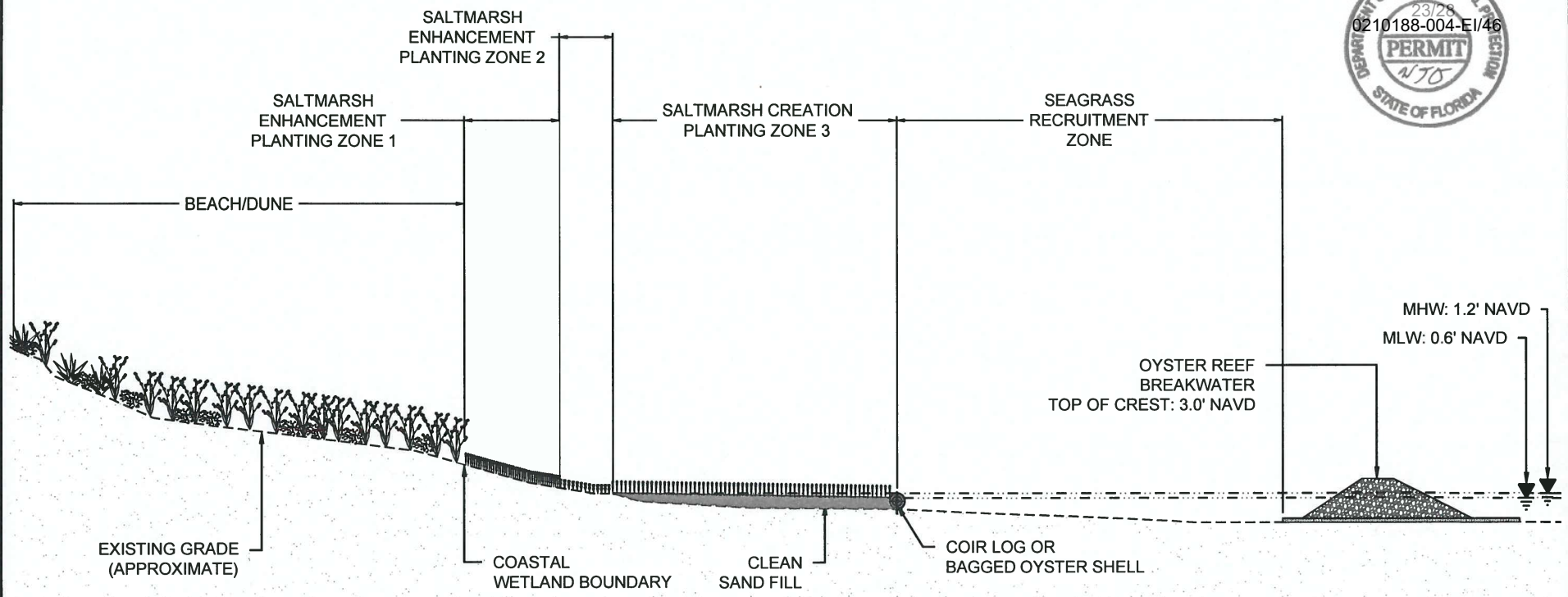


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FIGURE 22
 ENVIRONMENTAL RESOURCES IMPROVEMENTS TABLE
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

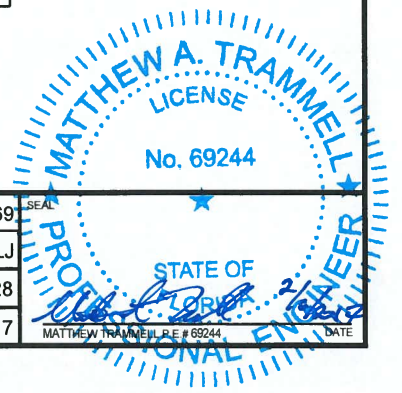
PROJECT	C2014-006/069
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PLANTING SCHEDULE				
ZONE	COMMON NAME	SCIENTIFIC NAME	SIZE	DENSITY
1	MARSH-HAY CORDGRASS	<i>Spartina patens</i>	2" LINER	12" ON CENTER
2	BLACK NEEDLERUSH	<i>Juncus roemerianus</i>	2" LINER	12" ON CENTER
3	SMOOTH CORDGRASS	<i>Spartina alterniflora</i>	2" LINER	12" ON CENTER

FIG. 9 LIVING SHORELINE TYPICAL CROSS SECTION
 J-J NOT TO SCALE

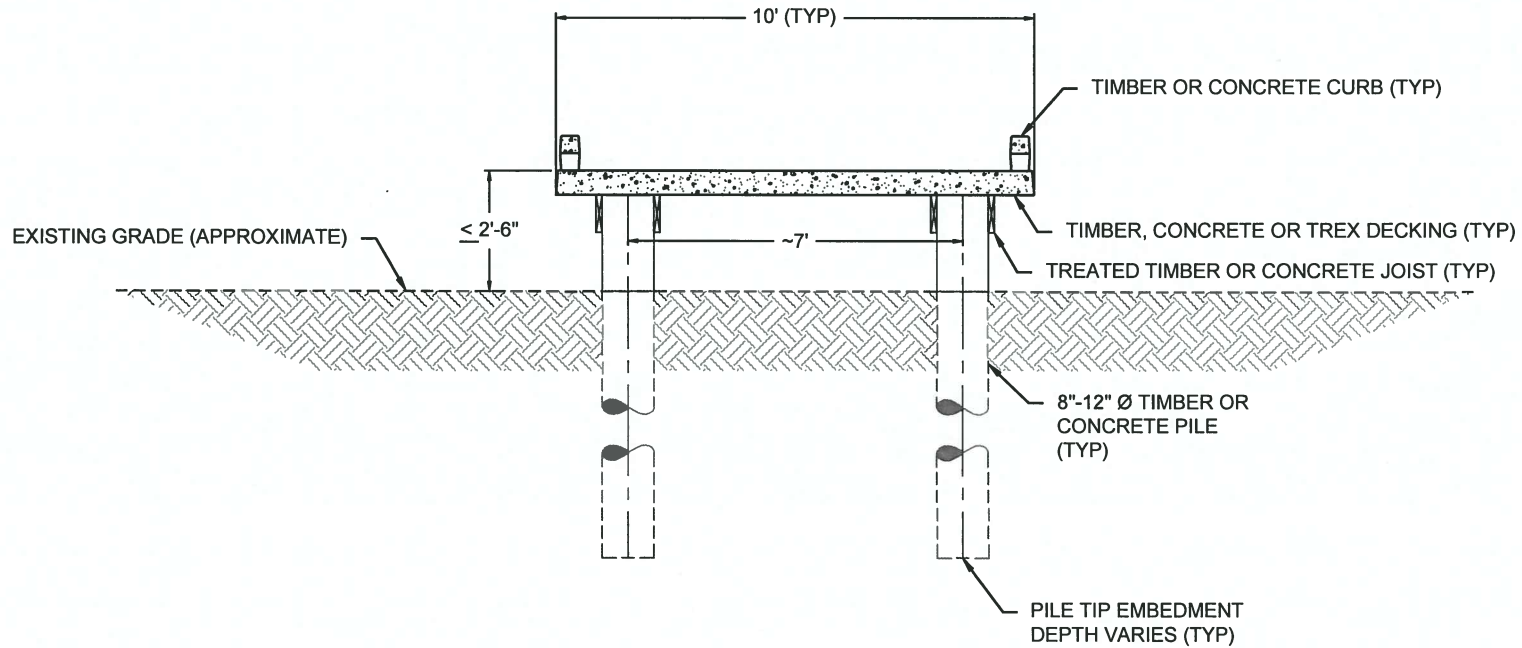


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FIGURE 23
 LIVING SHORELINE TYPICAL CROSS SECTION
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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**TYPICAL SECTION DETAIL
BOARDWALK**

FIG. 10
K-K

SCALE: 1" = 4'



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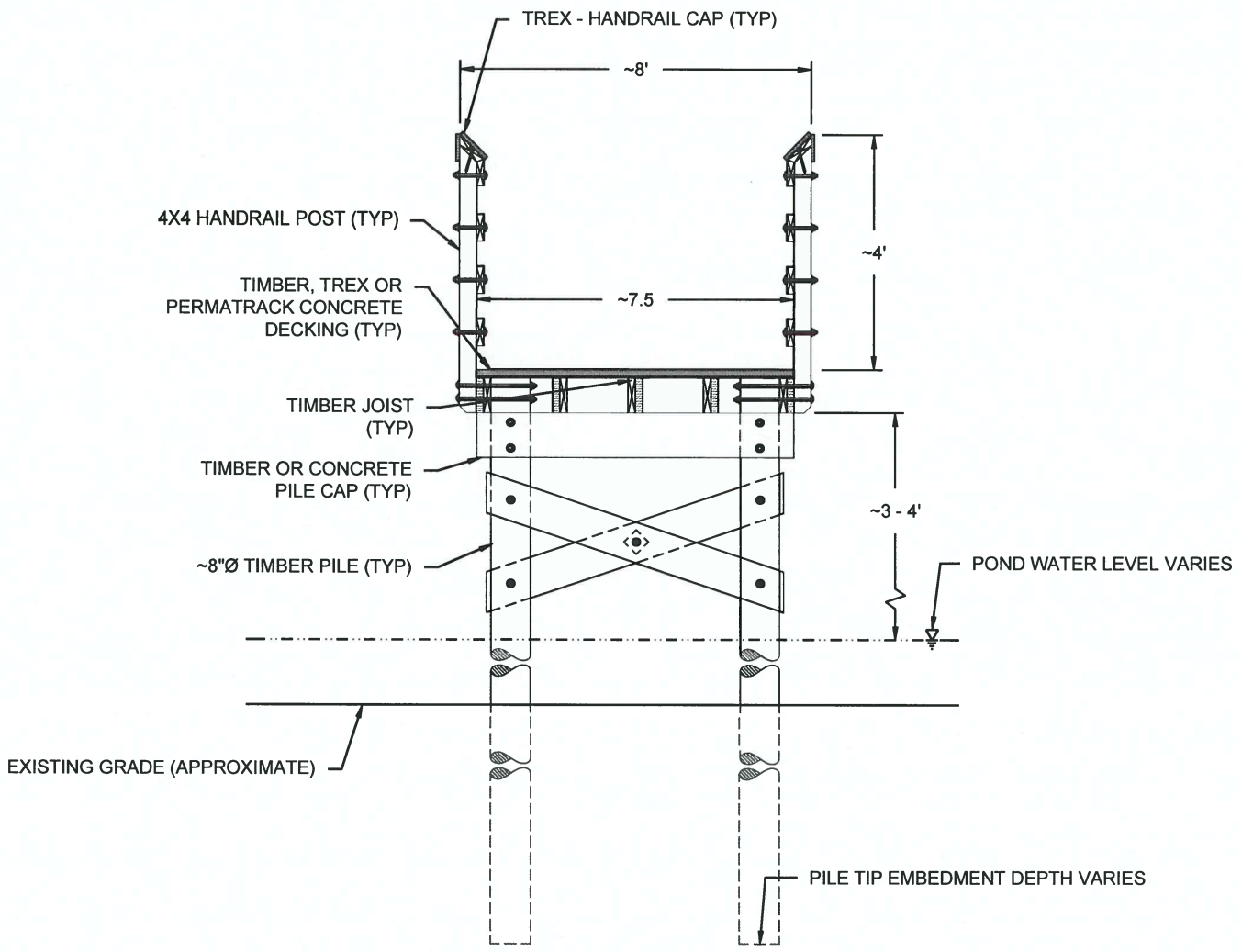
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FIGURE 24
BOARDWALK TYPICAL SECTION DETAIL L-L
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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DATE	FEB 2017

SEAL	MATTHEW A. TRAMMELL
LICENSE	No. 69244
STATE OF	FLORIDA
PROFESSIONAL ENGINEER	DATE

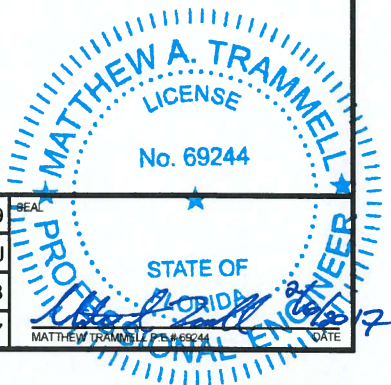
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SECTION VIEW TYPICAL DETAIL
TIMBER DOCK AT POND

FIG. 10
L-L

SCALE: 1" = 3'



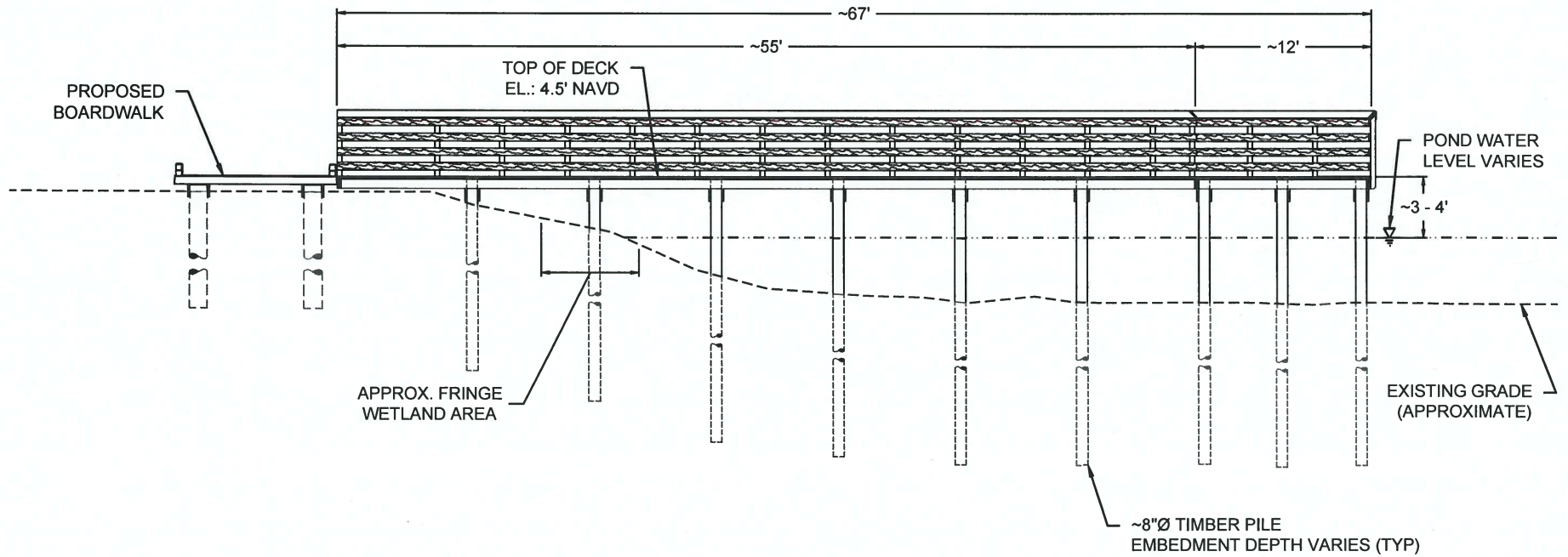
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FIGURE 25
TIMBER DOCK AT POND TYPICAL SECTION VIEW DETAIL L-L
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

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SEAL
MATTHEW A. TRAMMELL
No. 69244
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE

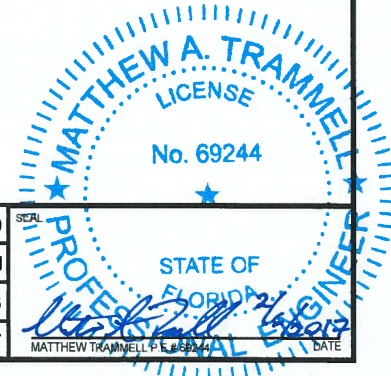
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SECTION VIEW TYPICAL DETAIL
TIMBER DOCK AT POND

FIG. 10
M-M

SCALE: 1" = 10'



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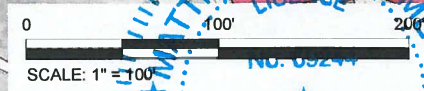
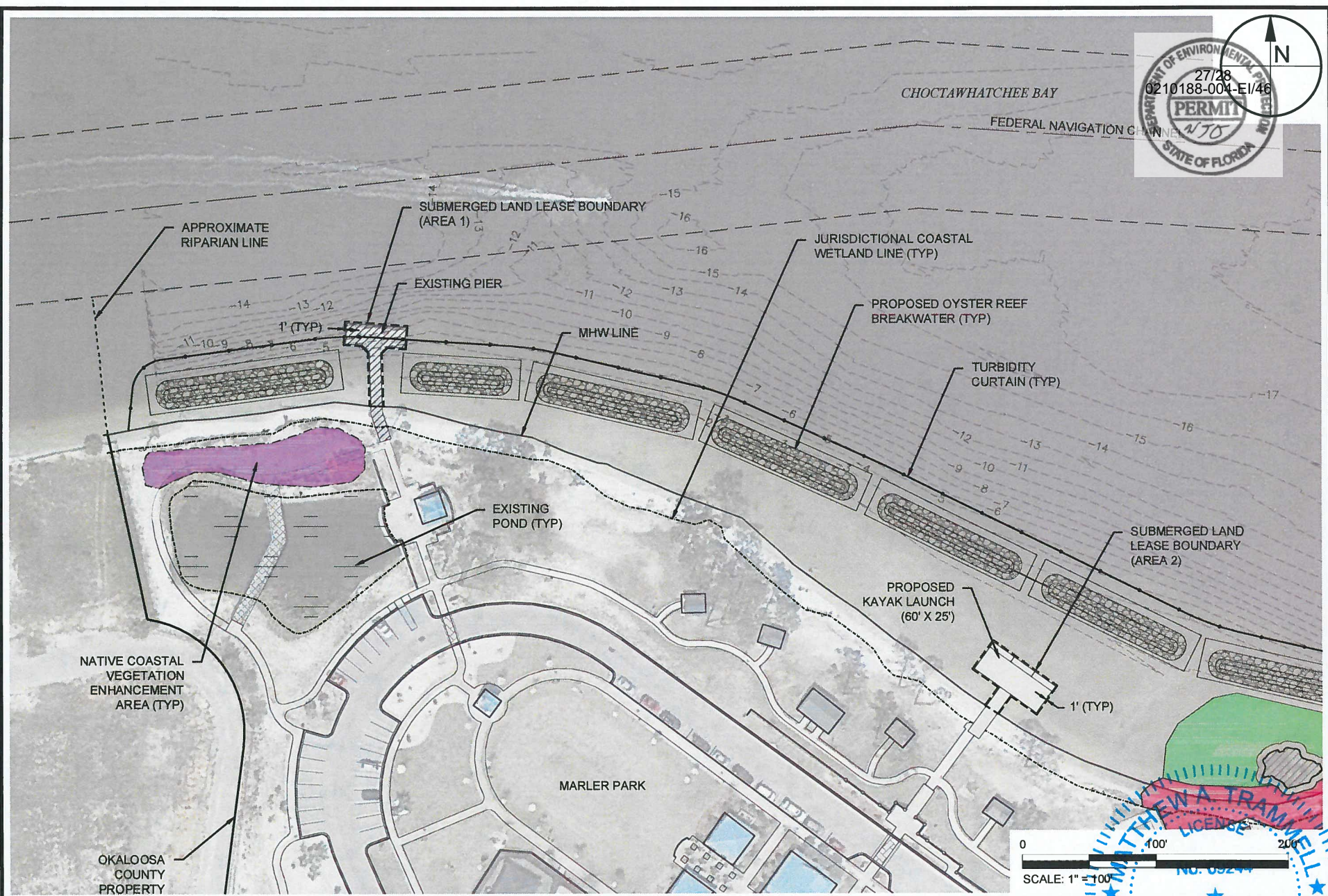
FIGURE 26
TIMBER DOCK AT POND TYPICAL SECTION VIEW DETAIL M-M
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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MATTHEW A. TRAMMELL, P.E. #69244
DATE

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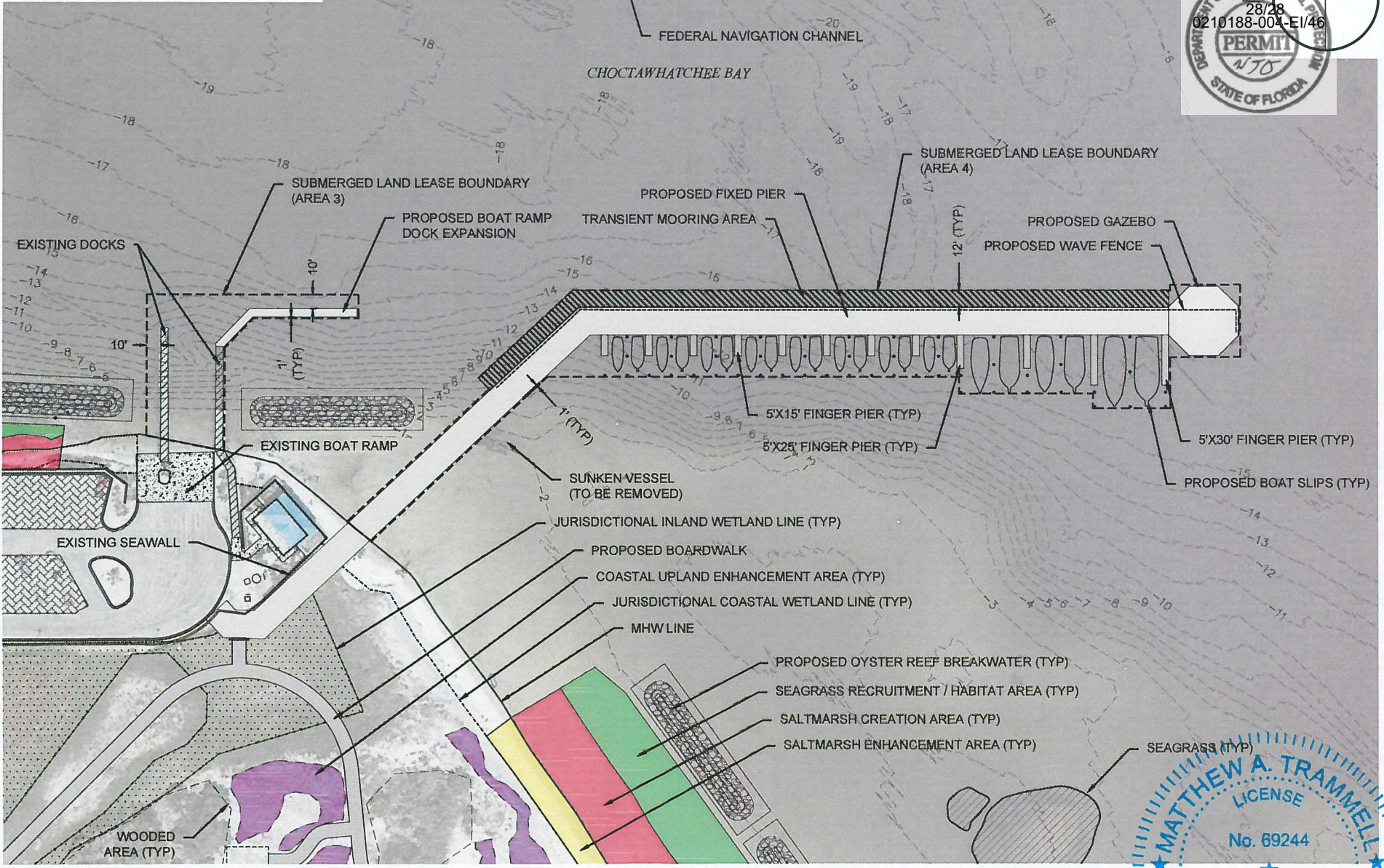
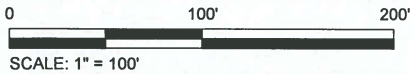

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FIGURE 27
 PROPOSED WEST SUBMERGED LAND LEASE AREAS
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 MATTHEW TRAMMELL
 LICENSE NO. 05244
 DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



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FIGURE 28
 PROPOSED CENTRAL SUBMERGED LAND LEASE AREAS
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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DATE	FEB 2017

STATE OF FLORIDA
 PROFESSIONAL ENGINEER
MATTHEW A. TRAMMELL
 LICENSE No. 69244
 DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

DEPARTMENT OF THE ARMY PERMIT

Permittee: Okaloosa County Board of County Commissioners
c/o John Hofstad, County Administrator
1250 N. Eglin Parkway, Suite 100
Shalimar, FL 32579

Permit No: SAJ-2012-02569-SP-EPS

Issuing Office: U.S. Army Engineer District, Jacksonville

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 U.S. Army Corps of Engineers (Corps) 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 construction of 3.03 acres of living shorelines to stabilize the eroding shoreline and create, restore, and enhance natural communities including oyster habitat breakwaters and saltwater marsh. An additional 1.23 acres landward of the breakwaters is for seagrass recruitment area; no work will occur within this 1.23-acre area. The project includes upland and wetland natural community enhancements including removal of exotic vegetation, native species plantings, and construction of osprey nesting platforms. A total of 0.24-acre of freshwater wetlands and 1.34 acres of uplands will be enhanced. Recreational and educational features including a primary elevated timber or concrete boardwalk with educational signage/kiosks providing information about the local ecosystem will also be constructed. The boardwalk will cross a total of 0.11-acre of wetlands over nine locations. Public access improvements including a 22-slip public access pier (0.40-acre over surface waters) with 577 linear feet of wave attenuation fence to provide temporary, day-use docking, staging dock improvements at the existing boat ramp (0.02-acre over surface waters), and a kayak/paddleboard launch (0.04-acre over surface waters) are also components of the project. The work described above is to be completed in accordance with the 5 pages of drawings and 4 attachments affixed at the end of this permit instrument.

Project Location: Waters of the United States (WOTUS) associated with Choctawhatchee Bay immediately north of the mouth of Santa Rosa Sound. The project site is located within and adjacent to Marler Park at 1275 Santa Rosa Boulevard, Ft. Walton Beach, FL 325484.

PERMIT NUMBER: SAJ-2012-02569-SP-EPS
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 2 of 10

Approximate Central Coordinates: Latitude: 30.399807°
Longitude: -86.592209°

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **May 16, 2023**. 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 and the mailing address 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 Conditions:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:
 - a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Special Projects and Enforcement Branch, Enforcement PM Address.
 - b. For electronic mail SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB).

The Permittee shall reference this permit number, SAJ-2012-02569 (SP-EPS), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit/Within 10 days from the date of initiating the work authorized by this permit for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.
3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attachment) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
4. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his 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. Permittee understands and agrees that Permittee shall have no claim against the Government for any loss of use of, or damage to, said permitted structure by the Government's actions taken in furtherance of navigation.

5. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

6. Erosion Control: Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work

areas to prevent the displacement of fill material outside the work area. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work has been completed and the site has been stabilized.

7. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.
8. **Regulatory Agency Changes:** Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Regulatory Office.
9. **Sea Turtle and Smalltooth Sawfish Conditions:** The Permittee shall comply with the attached National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006.
10. **Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with the attached National Marine Fisheries Service's "PDCs for In-Water Activities" dated November 20, 2017.
11. **Turbidity controls:**
 - a. Shall be used throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
 - b. Shall be made of material in which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]), and shall be monitored to ensure listed species are not entangled or trapped in the project area.
 - c. Shall be removed promptly when the work is complete and the water quality in the project area has returned to background conditions.
 - d. Shall not block entry to or exit from designated critical habitat.

12. All work on projects shall be performed only during daylight hours.
13. **Educational Signs:** Signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at:
(http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html). The signs required to be posted by area are stated below:
 - a. All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.
 - b. Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.
 - c. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.
14. **Monofilament Recycling Bins:** Monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:
 - a. Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.
 - b. Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.
15. **Manatee Conditions:** The Permittee shall comply with the attached "Standard Manatee Conditions for In-Water Work – 2011".
16. Seagrass bed edges shall be marked prior to any construction within 500 feet to ensure existing aquatic resources are protected. Vessels and equipment shall be excluded from operating, maneuvering, or anchoring/spudding in areas containing seagrasses. No staging of materials, vessels or equipment will occur in areas containing seagrasses. No impacts to seagrasses are authorized by this permit. Any impacts to seagrasses that may occur must be detailed on the Self Certification Form.
17. The living shoreline components shall be constructed in accordance with the attached Living Shorelines Monitoring and Adaptive Management Plan.

18. No building or fill materials, tools or other equipment shall be stockpiled in waters of the United States.

19. All contractors involved in this permitted activity shall be provided copies of this permit in its entirety. A copy shall remain on site at all times during construction.

Further Information:

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

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403)

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344)

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413)

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 projects.

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

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

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

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

c. Significant new information surfaces which this office 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 comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

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.

PERMIT NUMBER: SAJ-2012-02569-SP-EPS
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 9 of 10

(PERMITTEE)

(DATE)

(PERMITTEE NAME-PRINTED)

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

(DISTRICT ENGINEER)
Jason A. Kirk, P.E.
Colonel, U.S. Army
District Commander

(DATE)

PERMIT NUMBER: SAJ-2012-02569-SP-EPS
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 10 of 10

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-SIGNATURE)

(DATE)

(NAME-PRINTED)

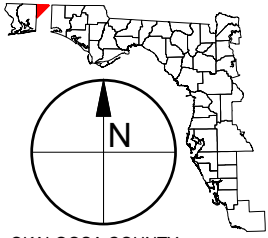
(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2012-02569-SP-EPS
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 11 of 10

***Attachments to Department of the Army
Permit Number SAJ-2012-02569***

1. PERMIT DRAWINGS: 28 pages, dated May 15, 2018
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. 3 pages.
3. MANATEE CONDITIONS: 2 pages, *Standard Manatee Conditions for In-Water Work – 2011*
4. SEA TURTLE – SAWFISH CONDITIONS: 1 page, *Sea Turtle and Smalltooth Sawfish Construction Conditions, revised March 23, 2006*
5. USACE JACKSONVILLE DISTRICT'S PROGRAMMATIC BIOLOGICAL OPINION (JaxBO) PROJECT DESIGN CRITERIA FOR IN-WATER ACTIVITIES
6. SELF-CERTIFICATION FORM: 1 page
7. LIVING SHORELINES MONITORING AND ADAPTIVE MANAGEMENT PLAN



OKALOOSA COUNTY,
FLORIDA

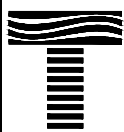
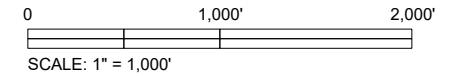


PROJECT LOCATION
SECTION 00
TOWNSHIP 02 SOUTH
RANGE 24 WEST

CHOCTAWHATCHEE
BAY

GULF OF MEXICO

REFERENCE:
USGS 7.5 QUADRANGLE MAP
FORT WALTON BEACH, 1992



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
PROJECT LOCATION MAP
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	1 of 28
DATE	FEB 2017

SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

CATHY SHELL X:\SIS\PROJECTS\2013-065 OKA GREENSHORE\2015 BAYWALK\C2014-006 OKA GREENSHORE\2015 BAYWALK\C2014-006-PL-LOCATION.MAP.DWG 2/22/2017 11:01:30 AM

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GENERAL NOTES:

- DRAWING REFERENCES THE FLORIDA STATE PLANE NORTH, NORTH AMERICAN DATUM OF 1983 (NAD83)
- ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD88). ELEVATIONS IN FEET UNLESS NOTED OTHERWISE.
- AERIAL IMAGERY OBTAINED FROM ESRI (2010) AND GOOGLE EARTH (2013). AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY. NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THESE MAPS.
- FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT DRAWING FILE "GULF INTRACOASTAL WATERWAY WEST BAY TO SANTA ROSA SOUND CHOCTAWHATCHEE BAY, GIWW M. 224.0 - 225.0, 9897+00 - 9948+00, CONDITION SURVEY." SHEET 30 OF 59, DATED MARCH 2016.
- PARCEL BOUNDARIES OBTAINED FROM THE OKALOOSA COUNTY GIS DEPARTMENT ([HTTP://WEBGIS.OKALOOSAFL.COM/WEBGIS/](http://webgis.okaloosafl.com/webgis/)).
- EXISTING BOAT RAMP, RAMP STAGING DOCKS, AND FISHING PIER PERMITTED UNDER THE MARLER PARK RENOVATION PROJECT (FDEP PERMIT NO. 46-0210188-001-DF ISSUED JULY 2003 AND USACE PERMIT NO. 200202278(1P-TLZ) ISSUED MARCH 2004).
- BATHYMETRIC AND MEAN HIGH WATER LINE (MHWL) SURVEY PERFORMED BY SEASIDE ENGINEERING AND SURVEYING, LLC SEPTEMBER 2013. MHWL FIELD VERIFIED DECEMBER 2014.
- TOPOGRAPHIC SURVEY PERFORMED BY SEASIDE ENGINEERING AND SURVEYING, LLC DECEMBER 2014
- SEAGRASS SURVEY PERFORMED BY TAYLOR ENGINEERING, INC. SEPTEMBER 2013
- COASTAL WETLAND DELINEATION PERFORMED BY TAYLOR ENGINEERING, INC. SEPTEMBER 2013 AND FIELD VERIFIED BY FDEP ON SEPTEMBER 30, 2014.
- INLAND WETLAND DELINEATION PERFORMED BY TAYLOR ENGINEERING, INC. OCTOBER 2014 AND FIELD VERIFIED BY FDEP ON DECEMBER 16, 2014.
- OBSERVATION AREAS SHALL CONSIST OF MAINTAINED NATURAL AREAS. THE AREA SHALL BE BOUND BY POST AND ROPE, OR SIMILAR, TO DISCOURAGE FOOT TRAFFIC OUTSIDE OF THE MAINTAINED AREA. GROUND SURFACE TREATMENTS WITHIN THESE AREAS MAY INCLUDE GRAVEL, WOODCHIPS, OR SIMILAR.
- ALL FILL MATERIAL SHALL BE COMPRISED OF CLEAN SAND IN ACCORDANCE WITH THE OKALOOSA ISLAND COVENANTS AND RESTRICTIONS.

GENERAL DOCKING FACILITY NOTES:

- CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS
- BERTH DIMENSIONS REPRESENT THE OVERALL SLIP LENGTH AND WIDTH.
- NO LIVEBOARDS ARE PROPOSED
- NO FUELING FACILITIES OR SEWAGE PUMPOUTS ARE PROPOSED AT THIS FACILITY

- MATERIALS ARE SUBJECT TO CHANGE. PILE EMBEDMENT AND DIMENSIONS WILL BE DETERMINED DURING FINAL DESIGN.
- DOCK PILINGS WILL BE WRAPPED OR OTHERWISE MADE FROM NON-LEACHING MATERIALS.
- THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.

PROPOSED DOCK PLAN:

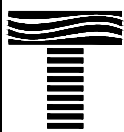
- TOTAL NUMBER OF SLIPS: 22
- TOTAL FIXED TIMBER PIER AREA = ~21,765 S.F.
 - ~407 S.F. EXISTING (RIGHT BOAT RAMP DOCK)
 - ~432 S.F. EXISTING (LEFT BOAT RAMP DOCK)
 - ~100 S.F. DEMOLISHED (TO BE REMOVED TO EXTEND RIGHT BOAT RAMP DOCK)
 - ~659 S.F. PROPOSED RIGHT BOAT RAMP DOCK EXTENSION
 - ~16,101 S.F. PROPOSED (MAIN ACCESS PIER; W/ GAZEBO & FINGER PIERS)
 - ~1,586 S.F. PROPOSED (KAYAK LAUNCH DOCK)
- FLEXIBLE MOORING AREA: ~500 LINER FEET
- PROPOSED SUBMERGED LAND LEASE TOTAL AREA: 48,230 S.F.
 - AREA 1: 1,325 S.F.
 - AREA 2: 1,776 S.F.
 - AREA 3: 7,768 S.F.
 - AREA 4: 37,361 S.F.

PROPOSED GRADING PLAN

- TOTAL MARSH CREATION FILL VOLUME = ~2,300 CY

ENVIRONMENTAL RESTORATION

- OYSTER REEF (BREAKWATER) HABITAT: 1.42 ACRES
- SEAGRASS RECRUITMENT AREA: 1.23 ACRES
- SALTMARSH CREATION AREA: 1.03 ACRES
- SALTMARSH ENHANCEMENT AREA: 0.58 ACRES
- COASTAL UPLAND ENHANCEMENT AREA: 1.34 ACRES
- FRESHWATER WETLAND ENHANCEMENT AREA: 0.24 ACRES



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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
PROJECT NOTES
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

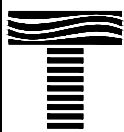
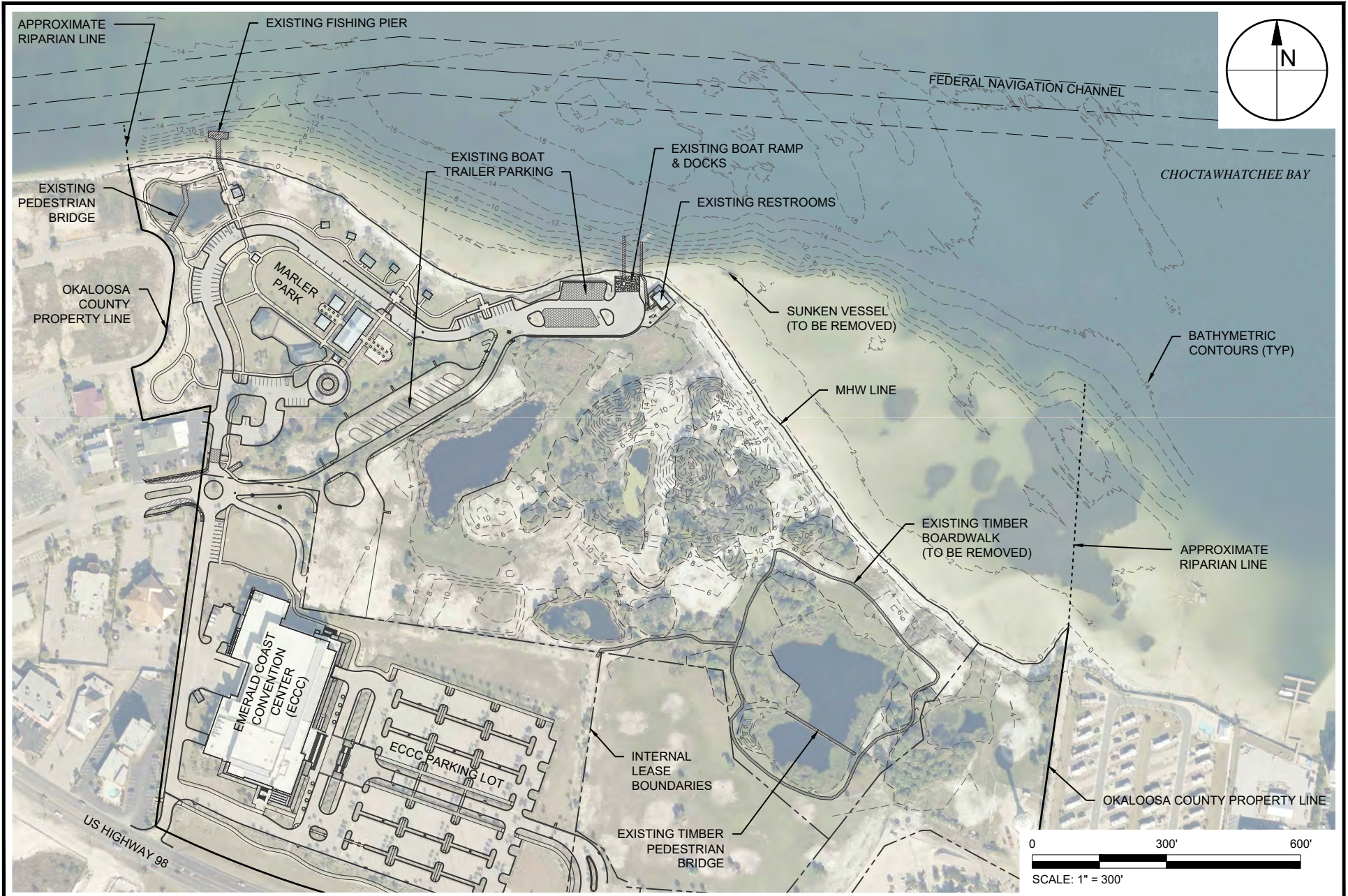
PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	2 of 28
DATE	FEB 2017

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

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TAYLOR ENGINEERING INC.

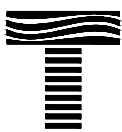
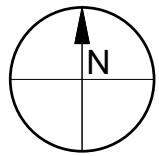
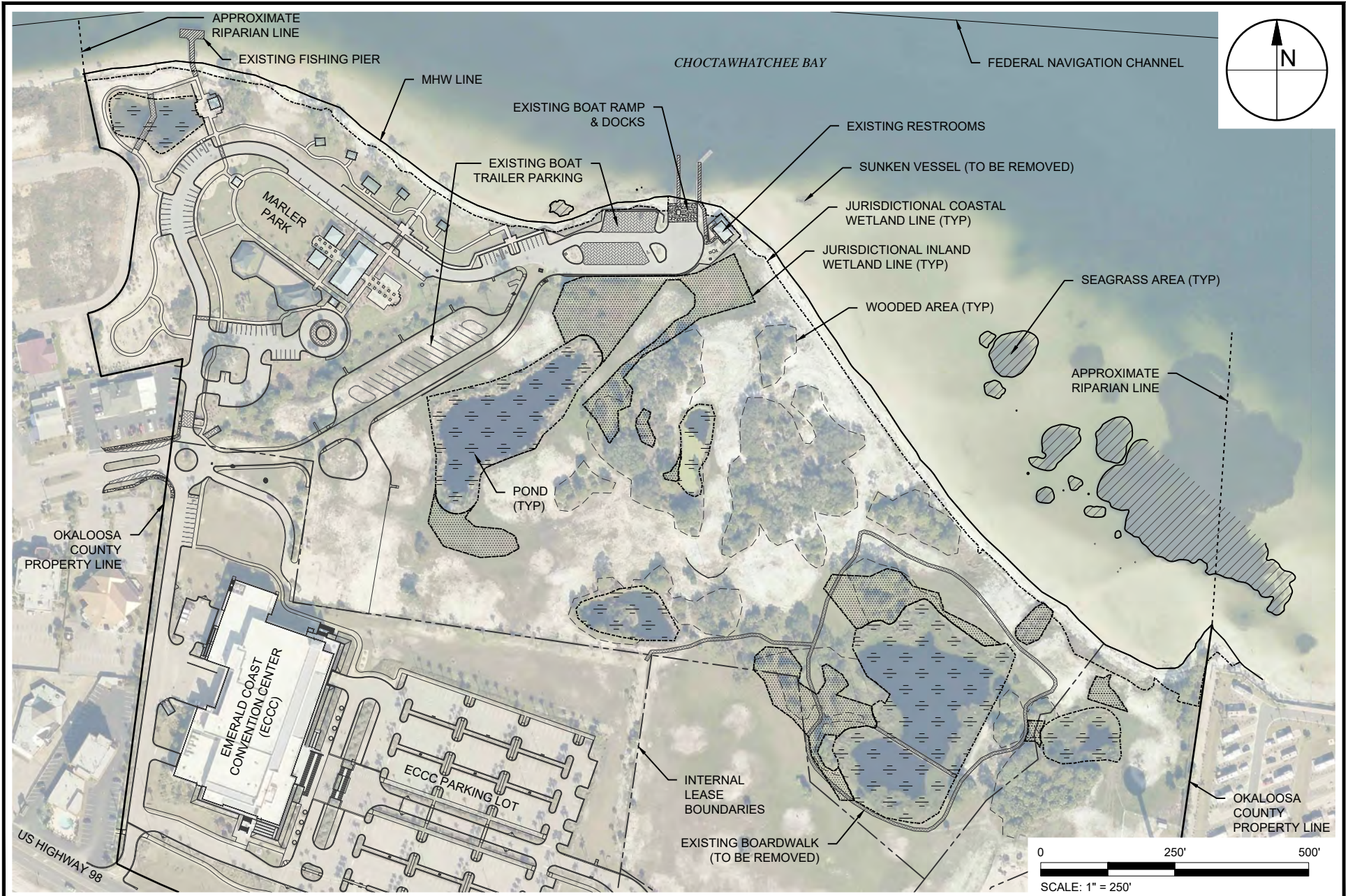
1221 AIRPORT ROAD
 SUITE 210
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 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
 EXISTING CONDITIONS
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	3 of 28
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MATTHEW TRAMMELL P.E.# 69244	DATE

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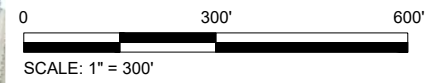
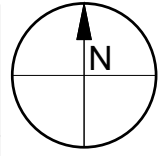
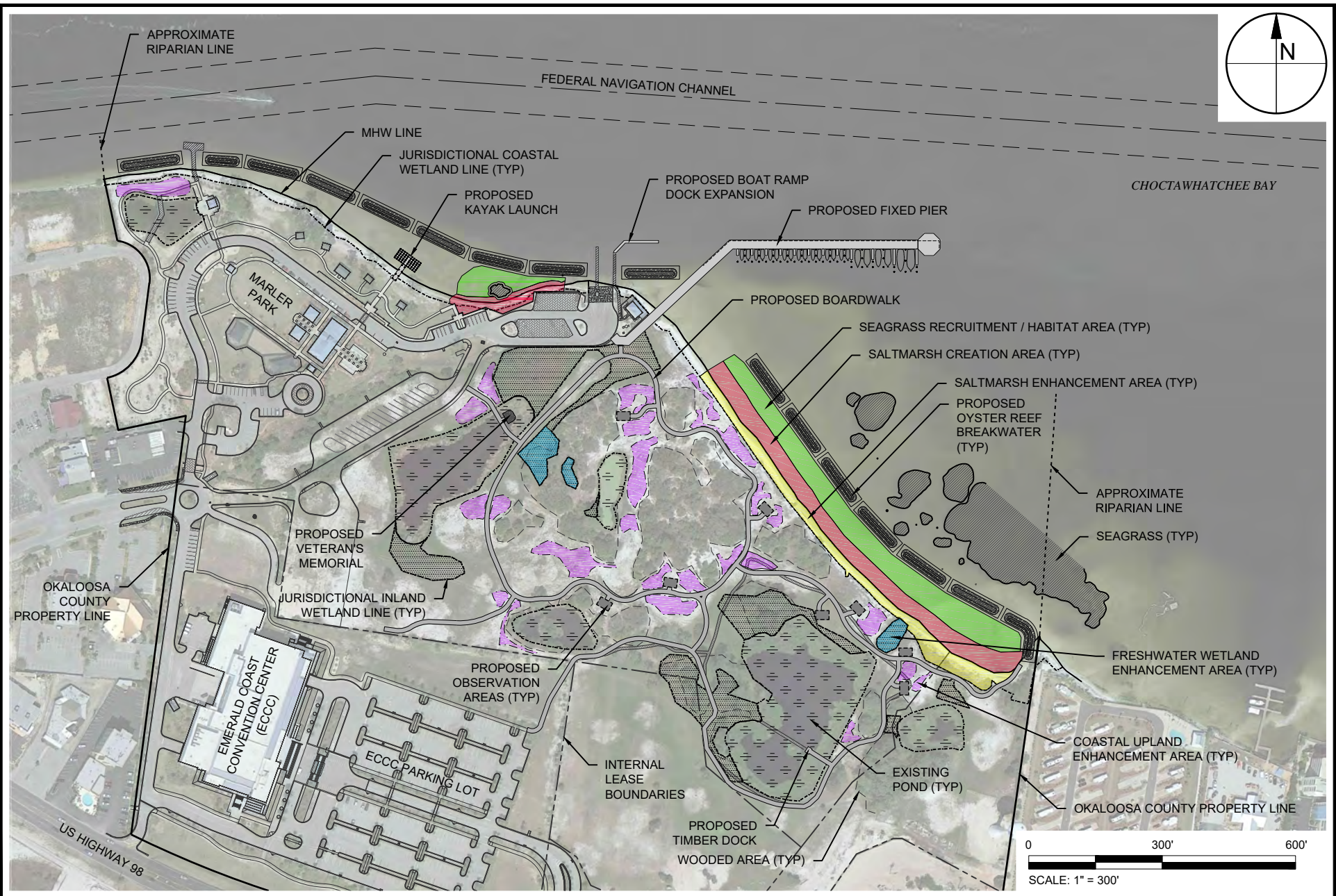
FIGURE 4
 EXISTING ENVIRONMENTAL RESOURCES MAP
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
SHEET	4 of 28
DATE	FEB 2017

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MATTHEW TRAMMELL P.E.# 69244	DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

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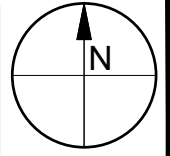


TAYLOR ENGINEERING INC.
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FIGURE 5
 PROJECT OVERVIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069	SEAL
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		DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



**WEST SHORELINE
FIGURE 7**

**CENTRAL
SHORELINE
FIGURE 8**

**EAST SHORELINE
FIGURE 9**

**UPLAND IMPROVEMENTS
FIGURE 10**

APPROXIMATE
RIPARIAN LINE

FEDERAL NAVIGATION CHANNEL

CHOCTAWHATCHEE BAY

SANTA ROSA BLVD

OKALOOSA COUNTY
PROPERTY LINE

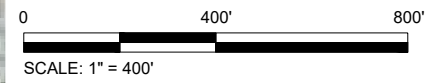
EMERALD COAST
CONVENTION
CENTER (ECCC)

ECCC PARKING LOT

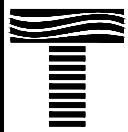
US HIGHWAY 98

APPROXIMATE
RIPARIAN LINE

OKALOOSA COUNTY
PROPERTY LINE



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FIGURE 6
SHEET INDEX
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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MATTHEW TRAMMELL P.E.# 69244	DATE

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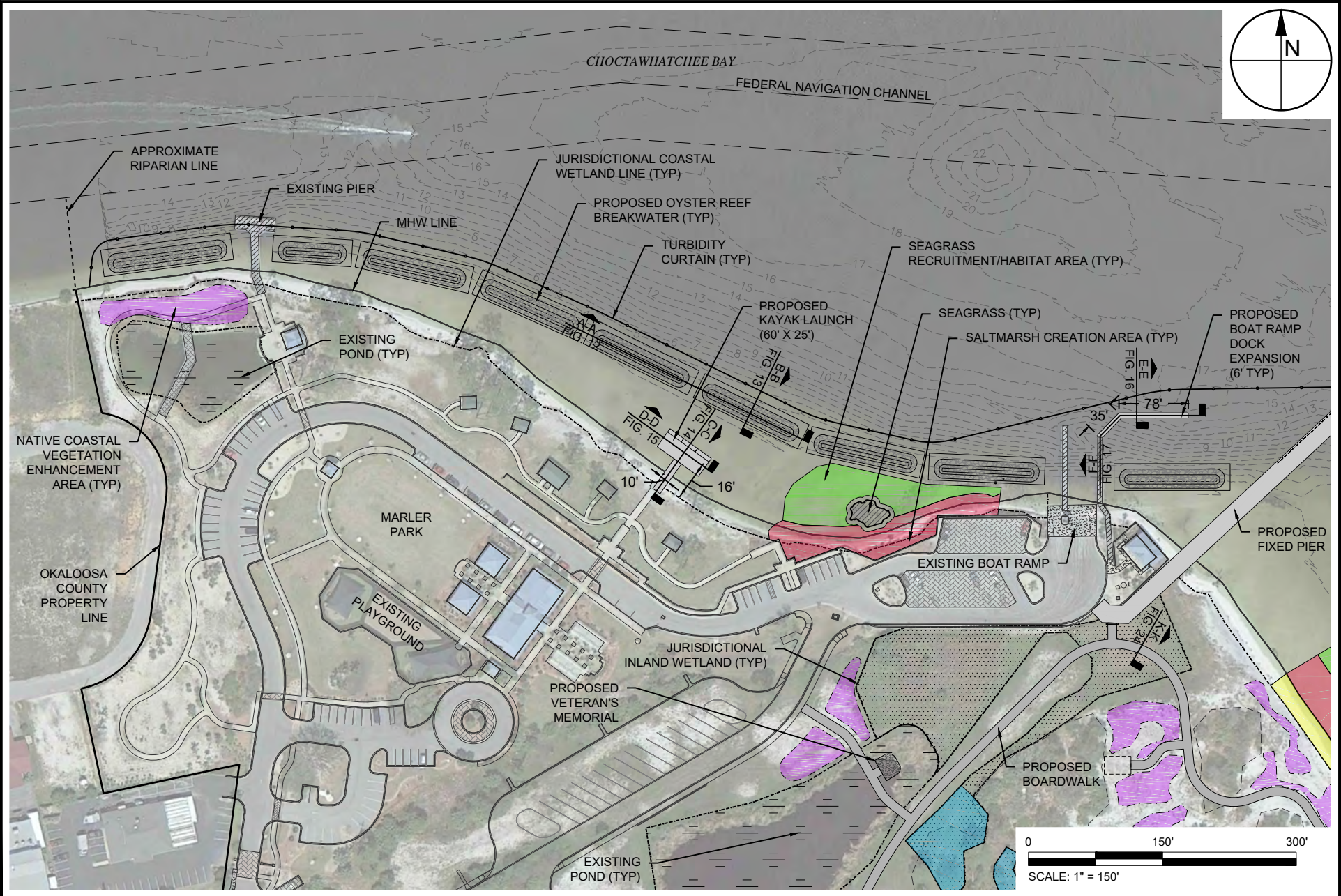
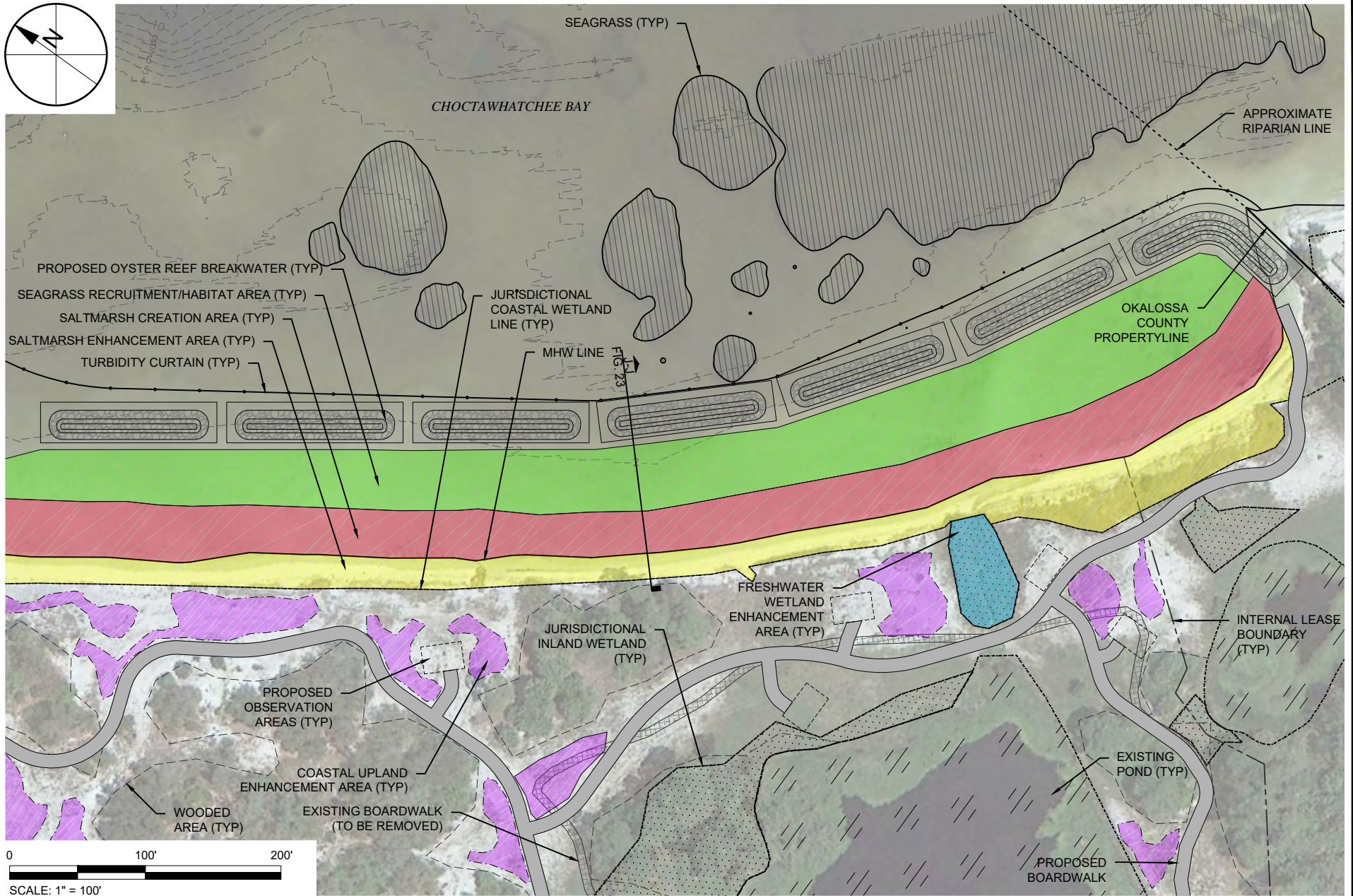
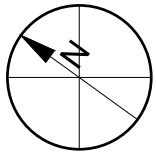


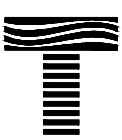
FIGURE 7
 PROPOSED WEST SHORELINE PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069	SEAL
DRAWN BY	AF / RLJ	
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		MATTHEW TRAMMELL P.E.# 69244
		DATE

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TAYLOR ENGINEERING INC.
 1221 AIRPORT ROAD
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 CERTIFICATE OF AUTHORIZATION # 4815

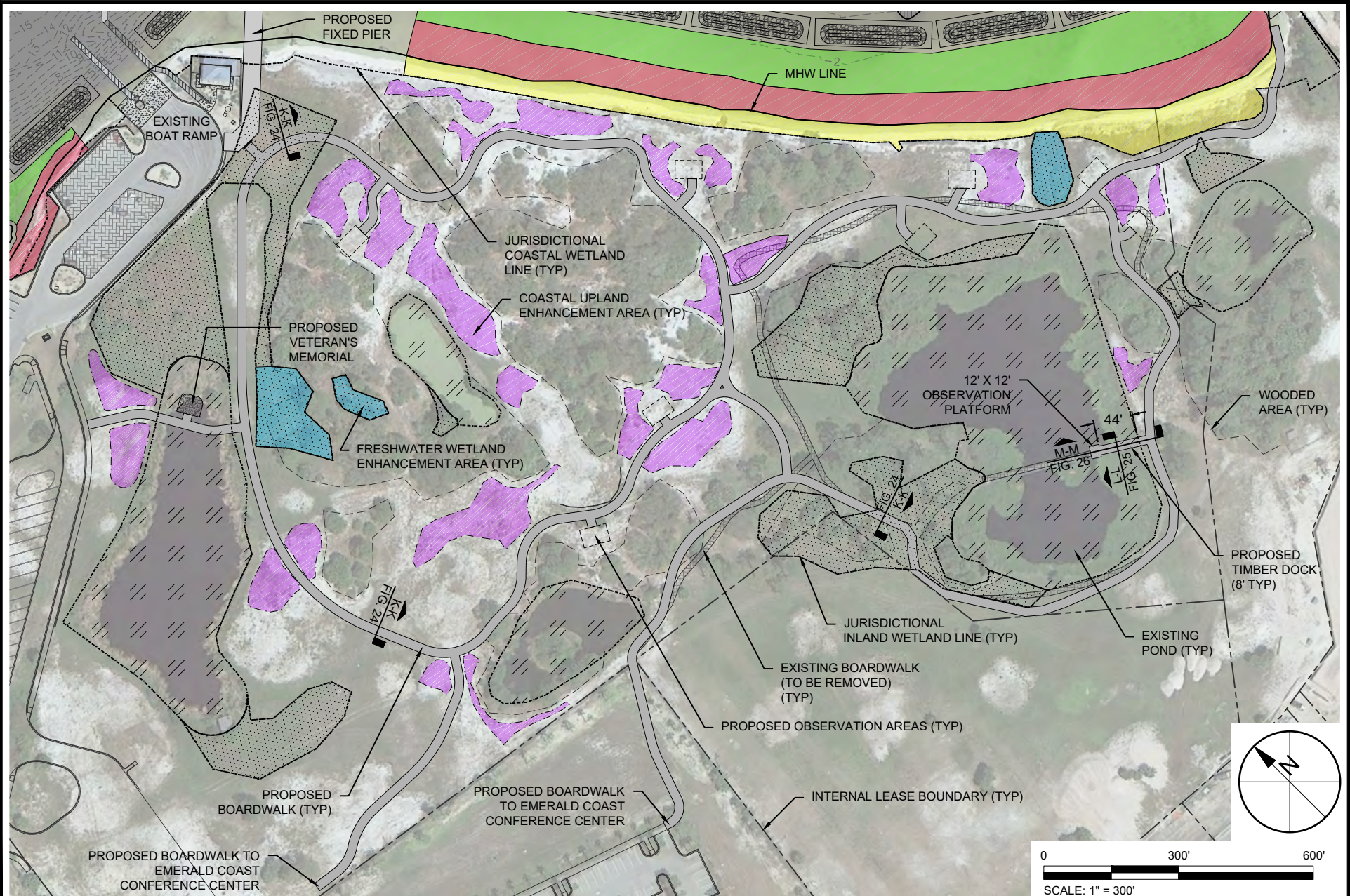
FIGURE 9
 PROPOSED EAST SHORELINE PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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MATTHEW TRAMMELL P.E.# 66244	
DATE	

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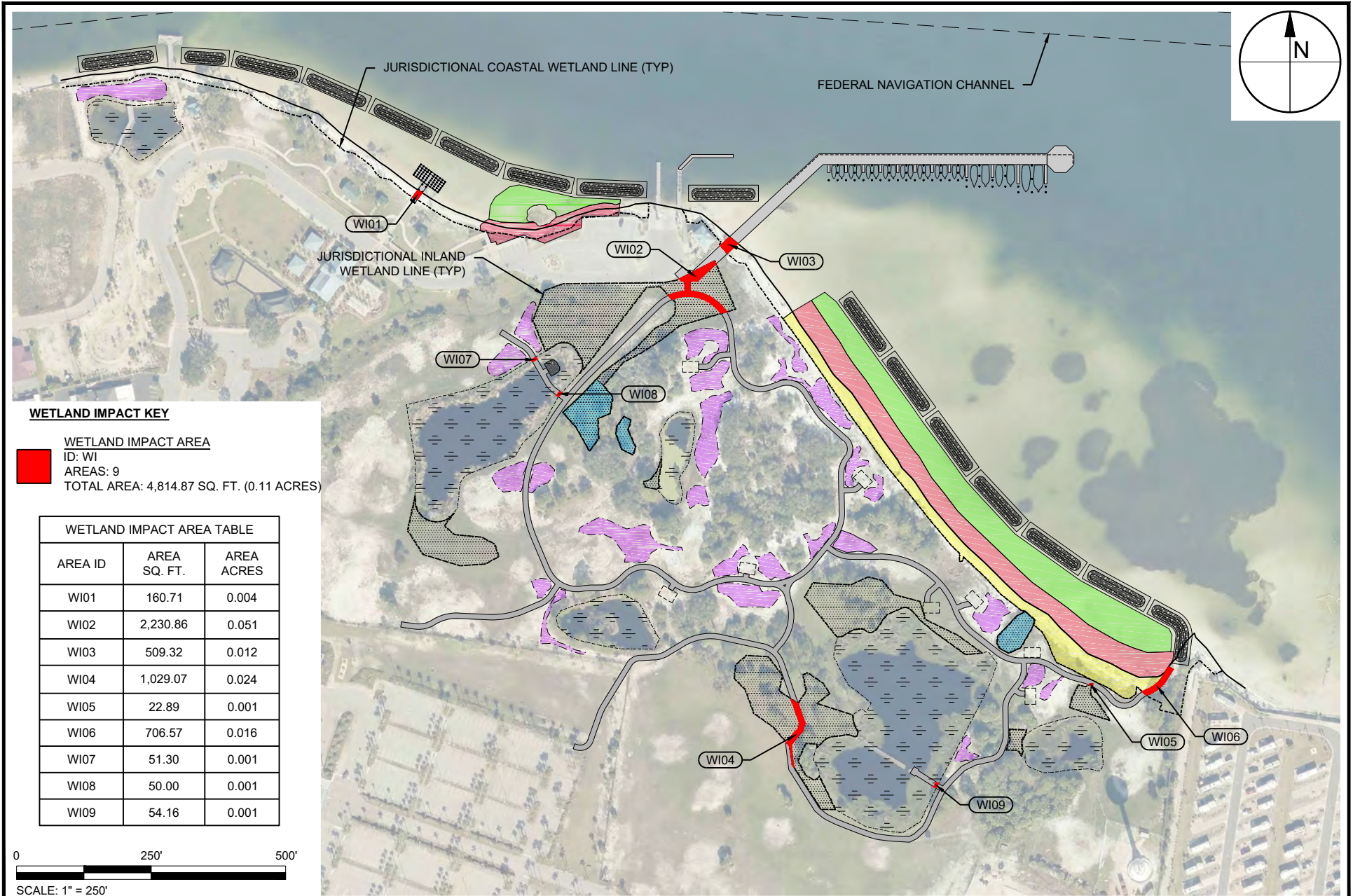
TAYLOR ENGINEERING INC.
 1221 AIRPORT ROAD
 SUITE 210
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 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 10
 PROPOSED UPLAND IMPROVEMENTS PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069	SEAL
DRAWN BY	AF / RLJ	
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		DATE

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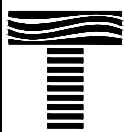
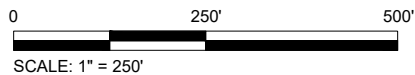
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WETLAND IMPACT KEY

WETLAND IMPACT AREA
 ID: WI
 AREAS: 9
 TOTAL AREA: 4,814.87 SQ. FT. (0.11 ACRES)

WETLAND IMPACT AREA TABLE		
AREA ID	AREA SQ. FT.	AREA ACRES
WI01	160.71	0.004
WI02	2,230.86	0.051
WI03	509.32	0.012
WI04	1,029.07	0.024
WI05	22.89	0.001
WI06	706.57	0.016
WI07	51.30	0.001
WI08	50.00	0.001
WI09	54.16	0.001



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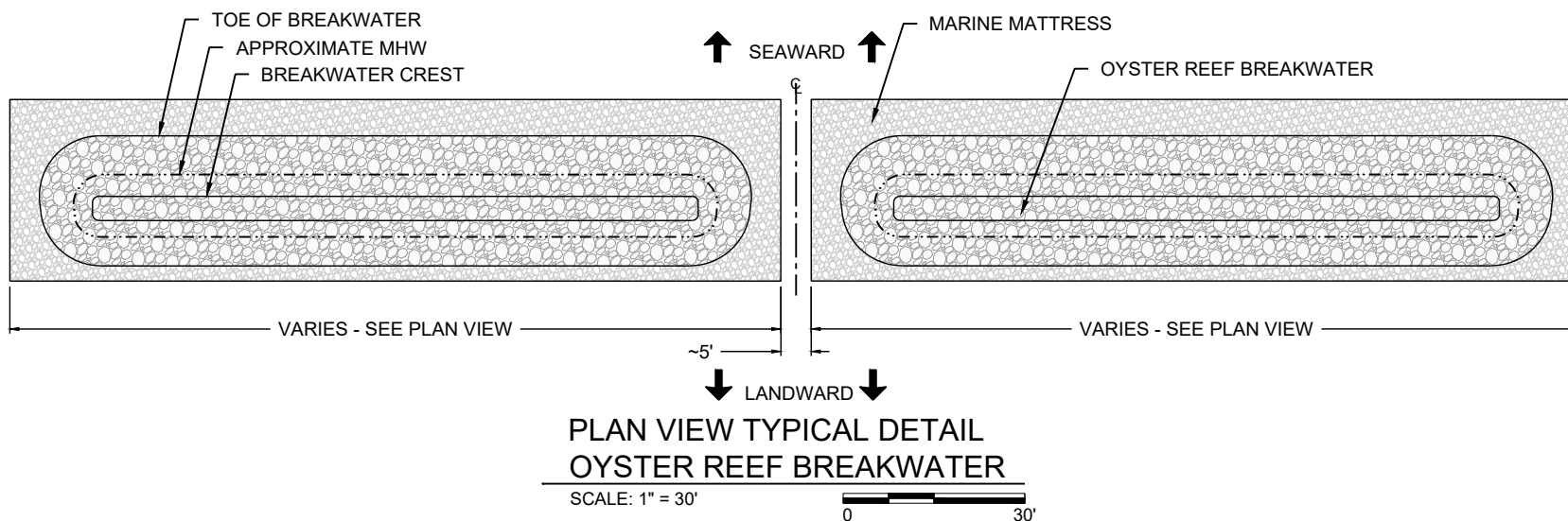
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 SUITE 210
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FIGURE 11
 WETLAND IMPACT MAP
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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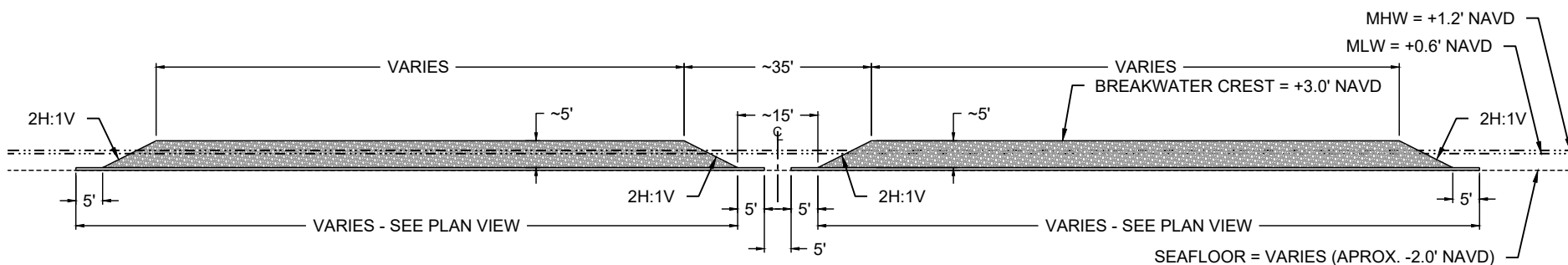
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MATTHEW TRAMMELL P.E. # 69244	DATE

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**PLAN VIEW TYPICAL DETAIL
OYSTER REEF BREAKWATER**

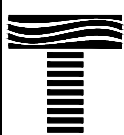
SCALE: 1" = 30'
0 30'



**ELEVATION VIEW TYPICAL DETAIL
OYSTER REEF BREAKWATER**

FIG. 7
A-A

SCALE: 1" = 30'
0 30'



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FIGURE 12
BREAKWATER DETAILS
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

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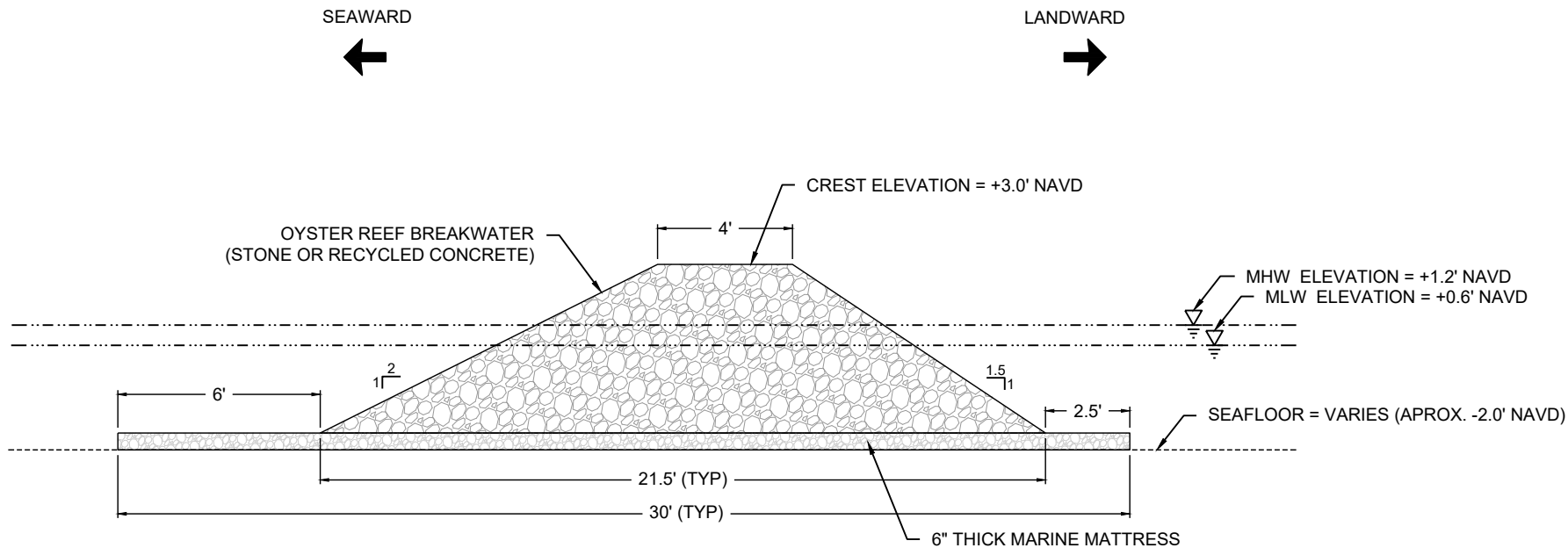
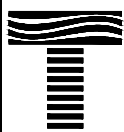


FIG. 7
B-B
**SECTION VIEW TYPICAL DETAIL
OYSTER REEF BREAKWATER**
 SCALE: 1" = 5'

0
5'



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FIGURE 13
 OYSTER REEF BREAKWATER SECTION DETAIL
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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DATE	

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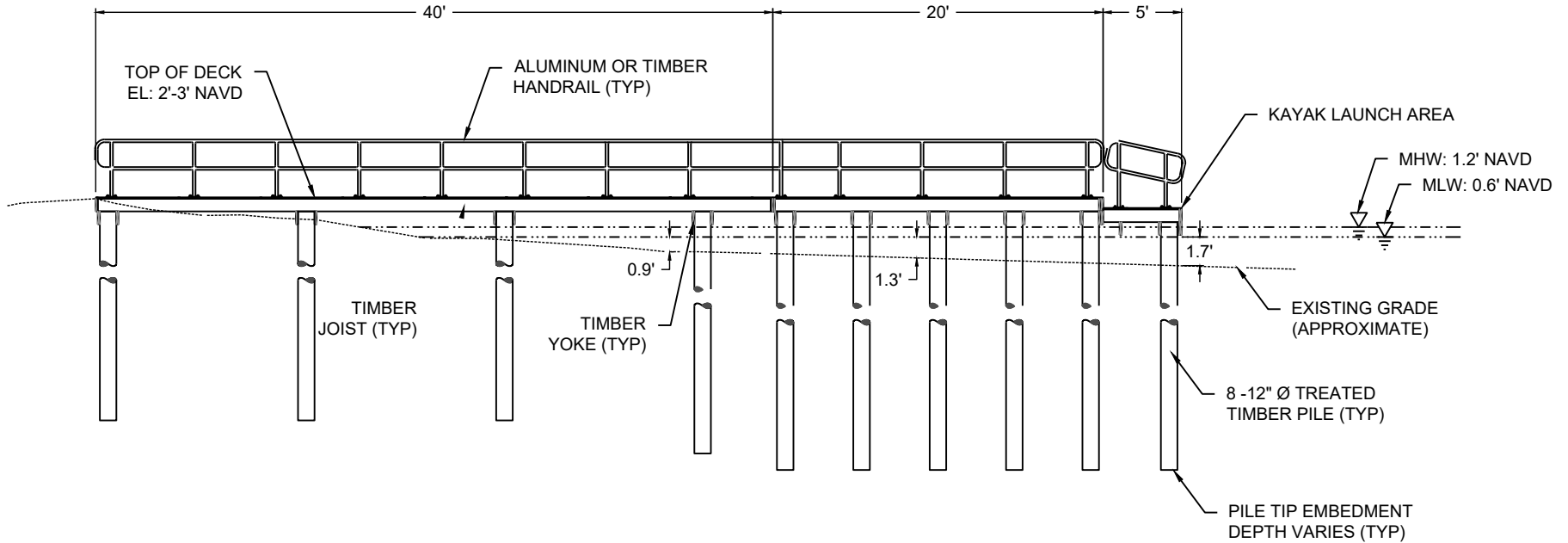
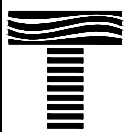


FIG. 7
C-C

TYPICAL SECTION VIEW KAYAK LAUNCH

SCALE: 1" = 10'



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FIGURE 14
KAYAK LAUNCH SECTION DETAIL C-C
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
DRAWN BY	AF / RLJ
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DATE	FEB 2017

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DATE

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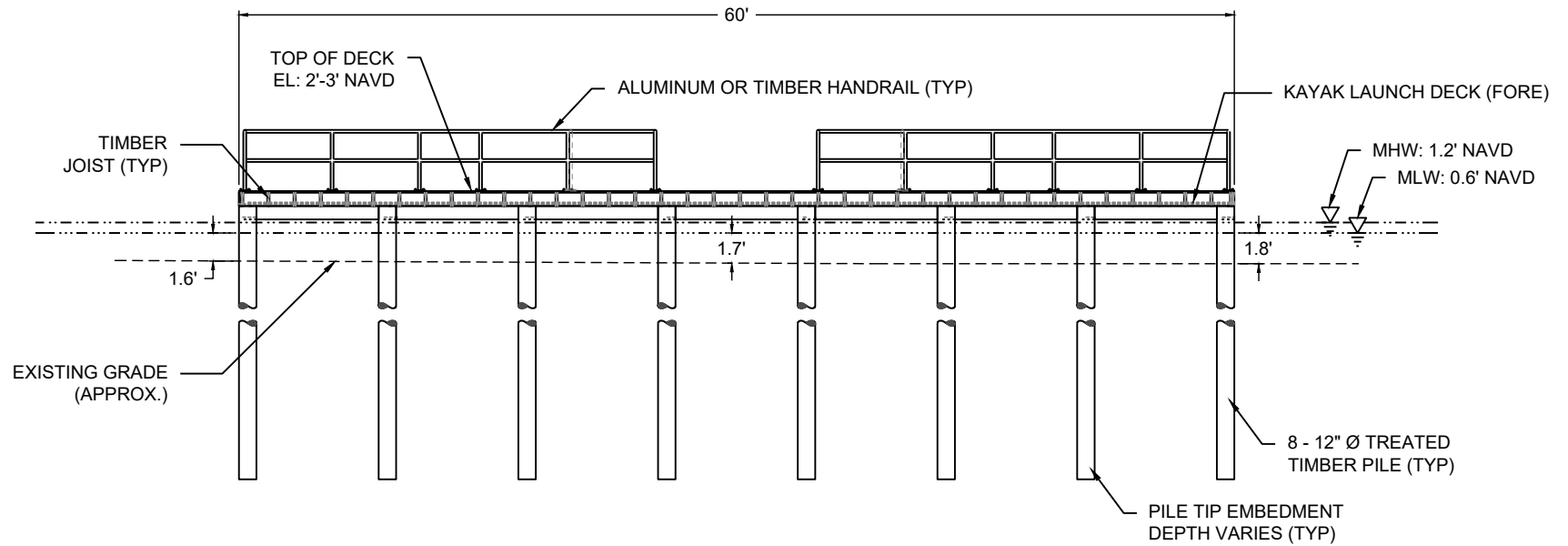
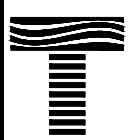


FIG. 7
D-D
TYPICAL SECTION VIEW KAYAK LAUNCH
SCALE: 1" = 10'



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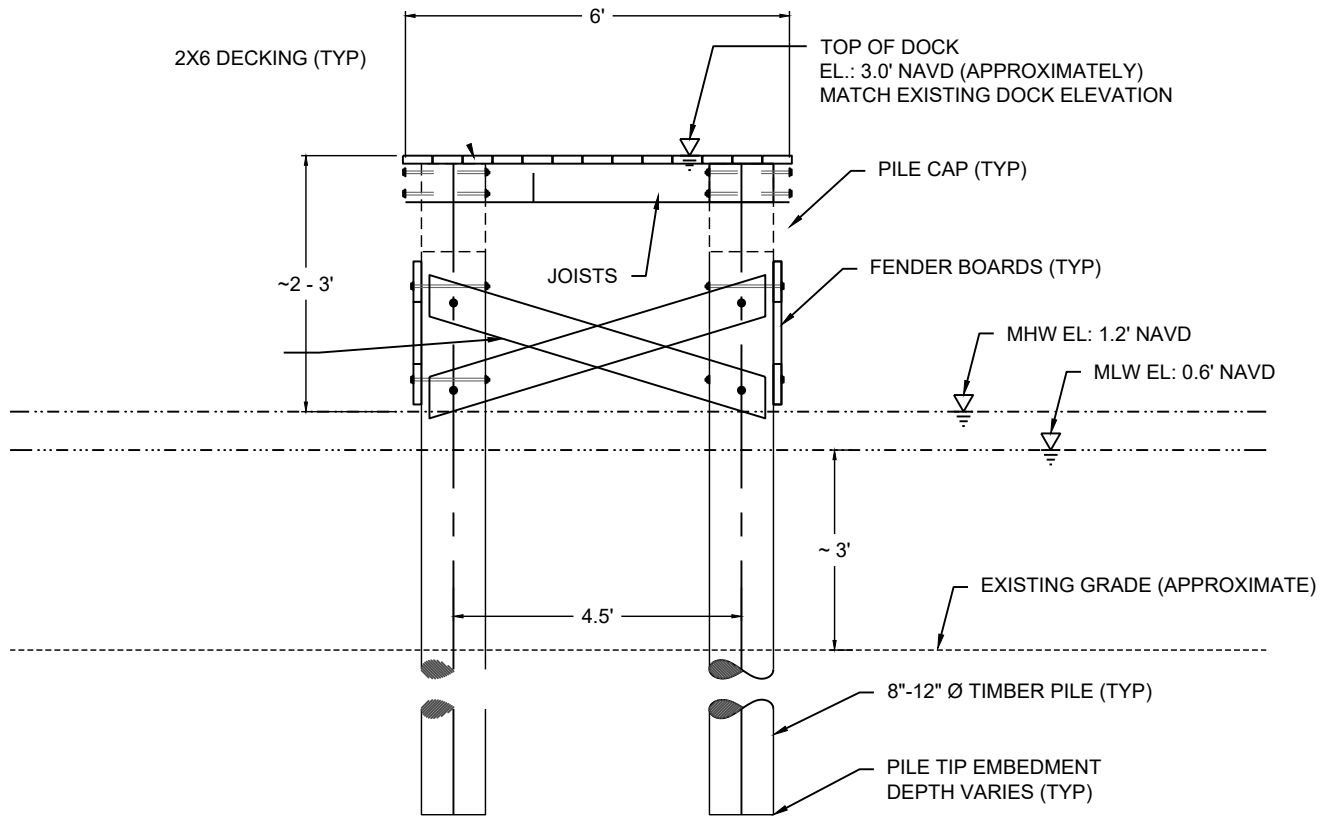
FIGURE 15
KAYAK LAUNCH SECTION DETAIL D-D
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

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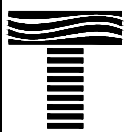
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F7 & F8
E-E

**SECTION VIEW TYPICAL DETAIL
TIMBER DOCK EXTENSION**

SCALE: 1" = 3'



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FIGURE 16
TIMBER DOCK SECTION VIEW TYPICAL DETAIL E-E
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

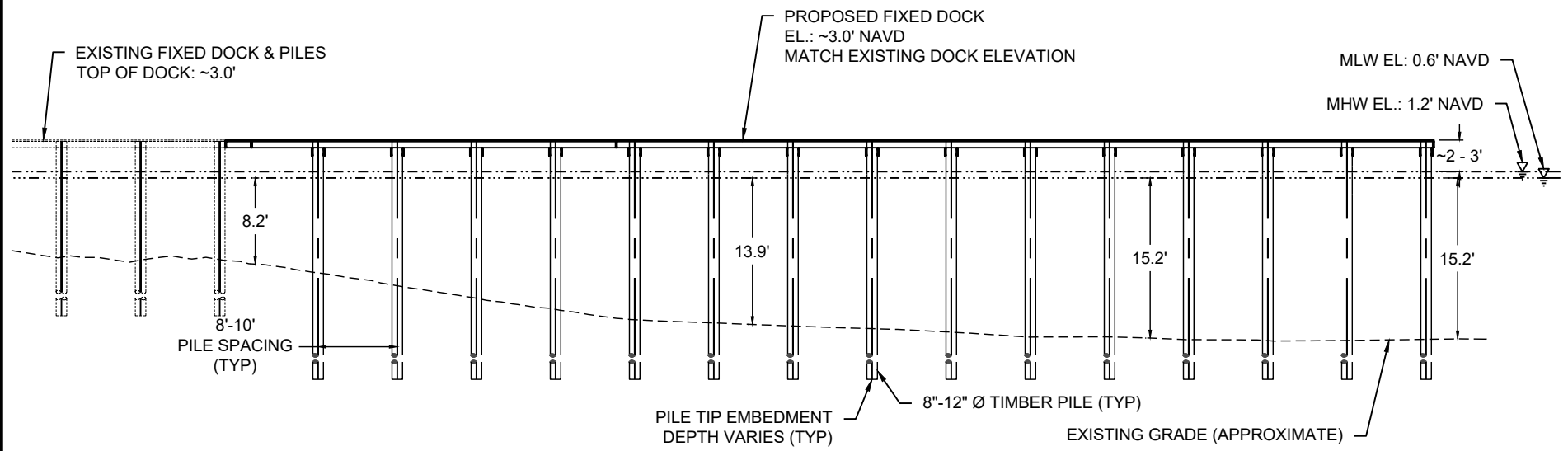
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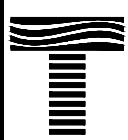
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**SECTION VIEW TYPICAL DETAIL
TIMBER DOCK EXTENSION**

F7 & F8
F-F

SCALE: 1" = 15'



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FIGURE 17
 TIMBER DOCK SECTION VIEW TYPICAL DETAIL F-F
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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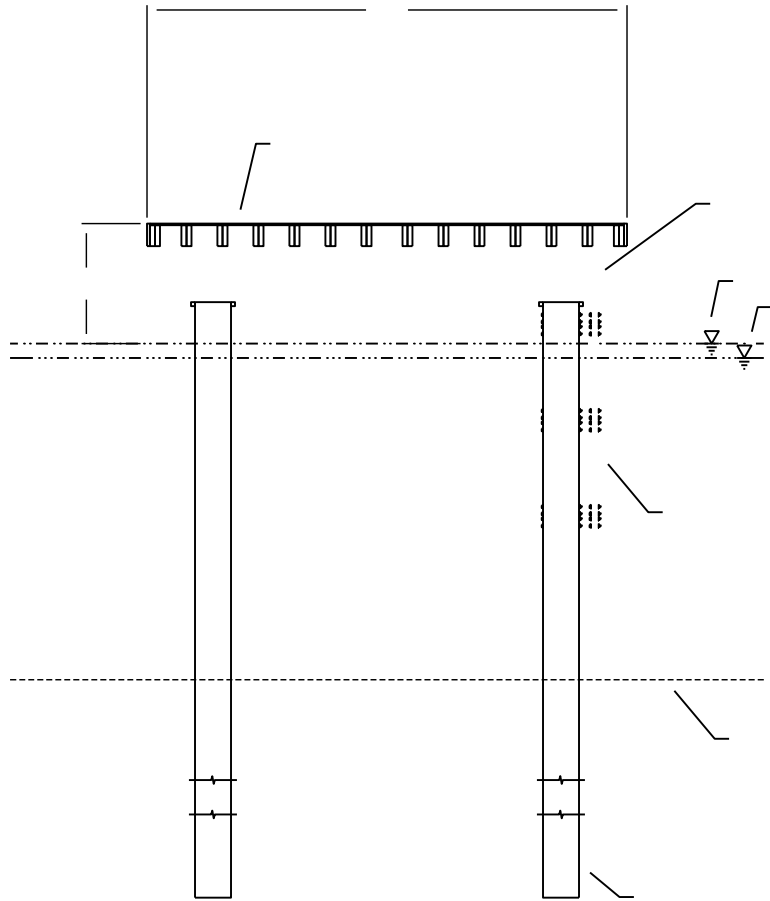


FIG. 8
G-G

SECTION VIEW TYPICAL DETAIL
FIXED PIER DOCK

SCALE: 1" = 8'

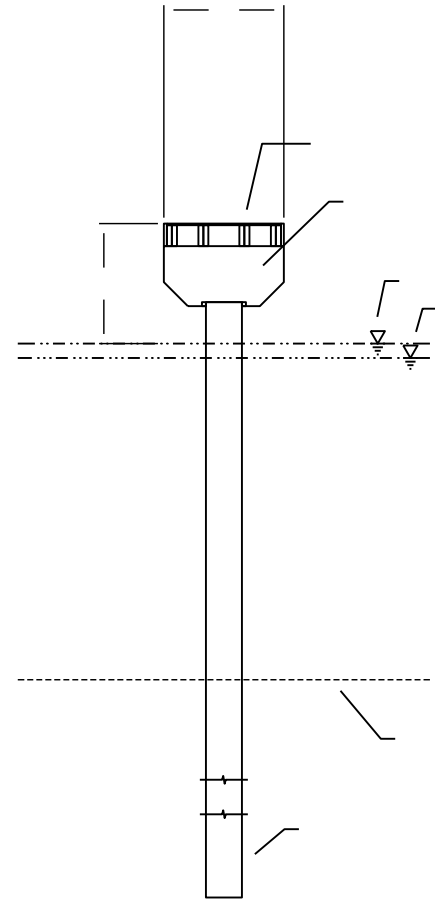
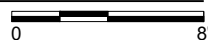
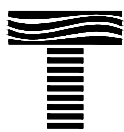
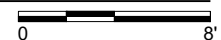


FIG. 8
H-H

SECTION VIEW TYPICAL DETAIL
FINGER PIER DOCKS

SCALE: 1" = 8'



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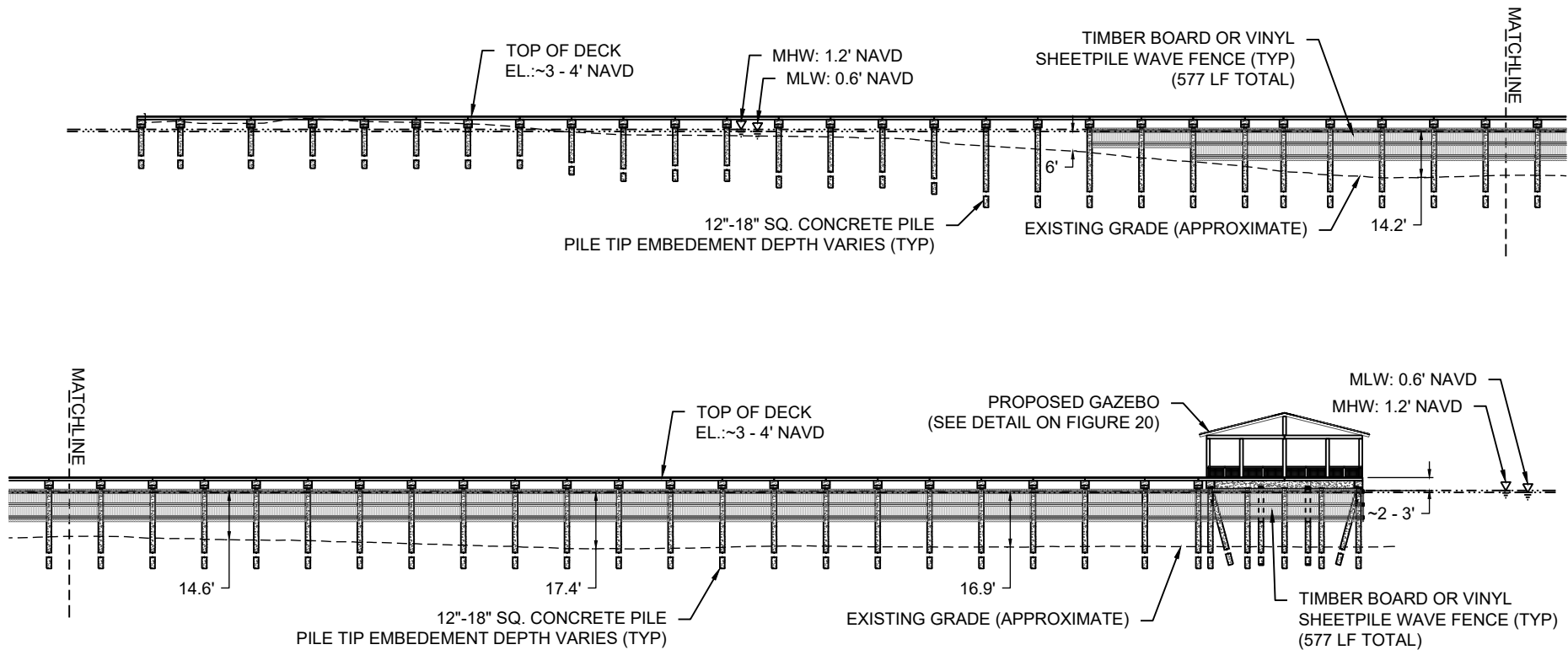
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FIGURE 18
FIXED PIER DOCK SECTION VIEW TYPICAL DETAILS G-G & H-H
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

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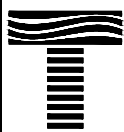
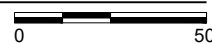
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**SECTION VIEW TYPICAL DETAIL
FIXED PIER DOCK**

FIG. 8
I-I

SCALE: 1" = 50'



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FIGURE 19
FIXED PIER DOCK SECTION VIEW TYPICAL DETAIL I-I
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

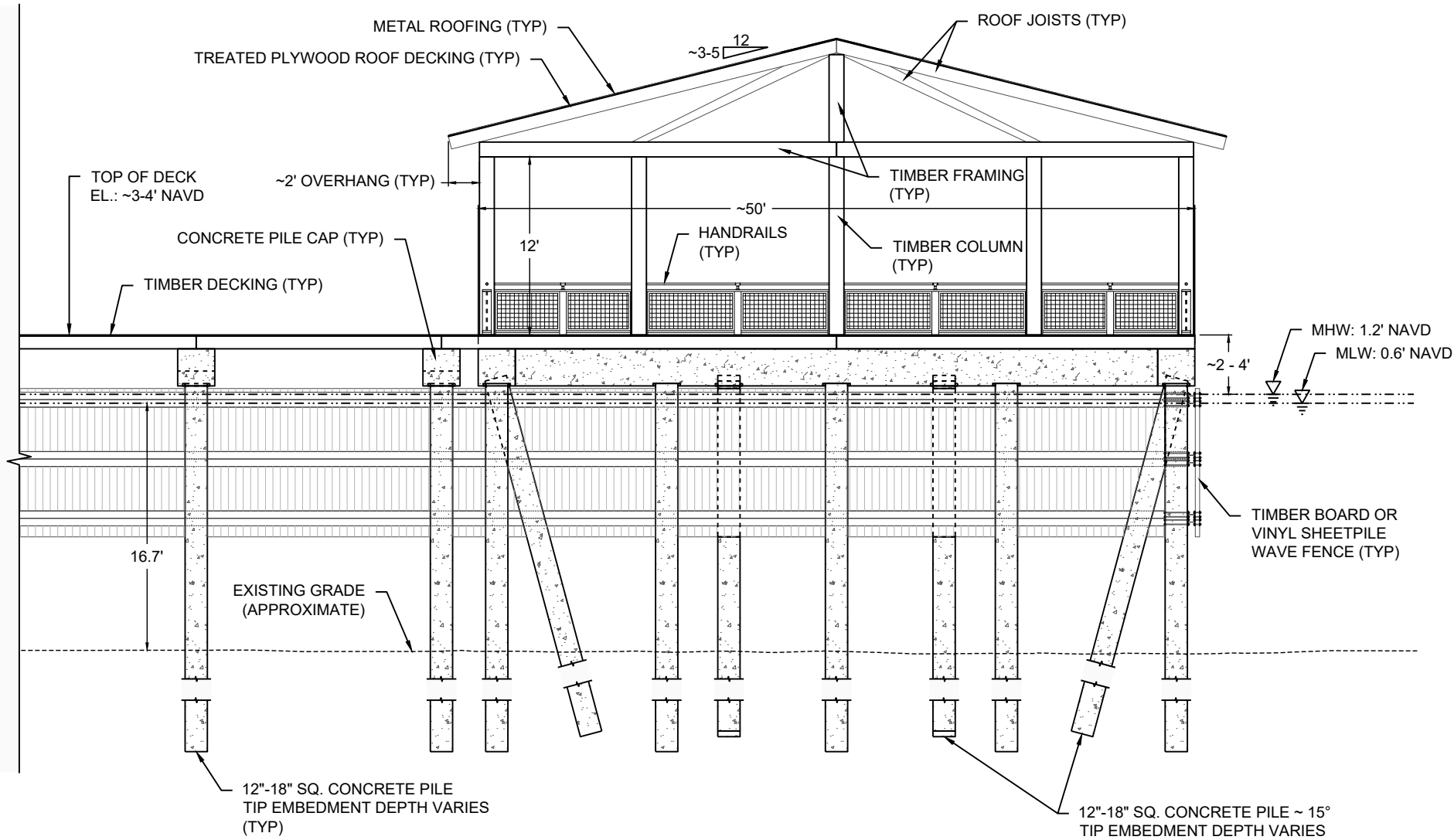
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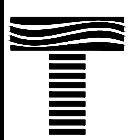
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**SECTION VIEW TYPICAL DETAIL
FIXED PIER DOCK GAZEBO**
SCALE: 1" = 10'



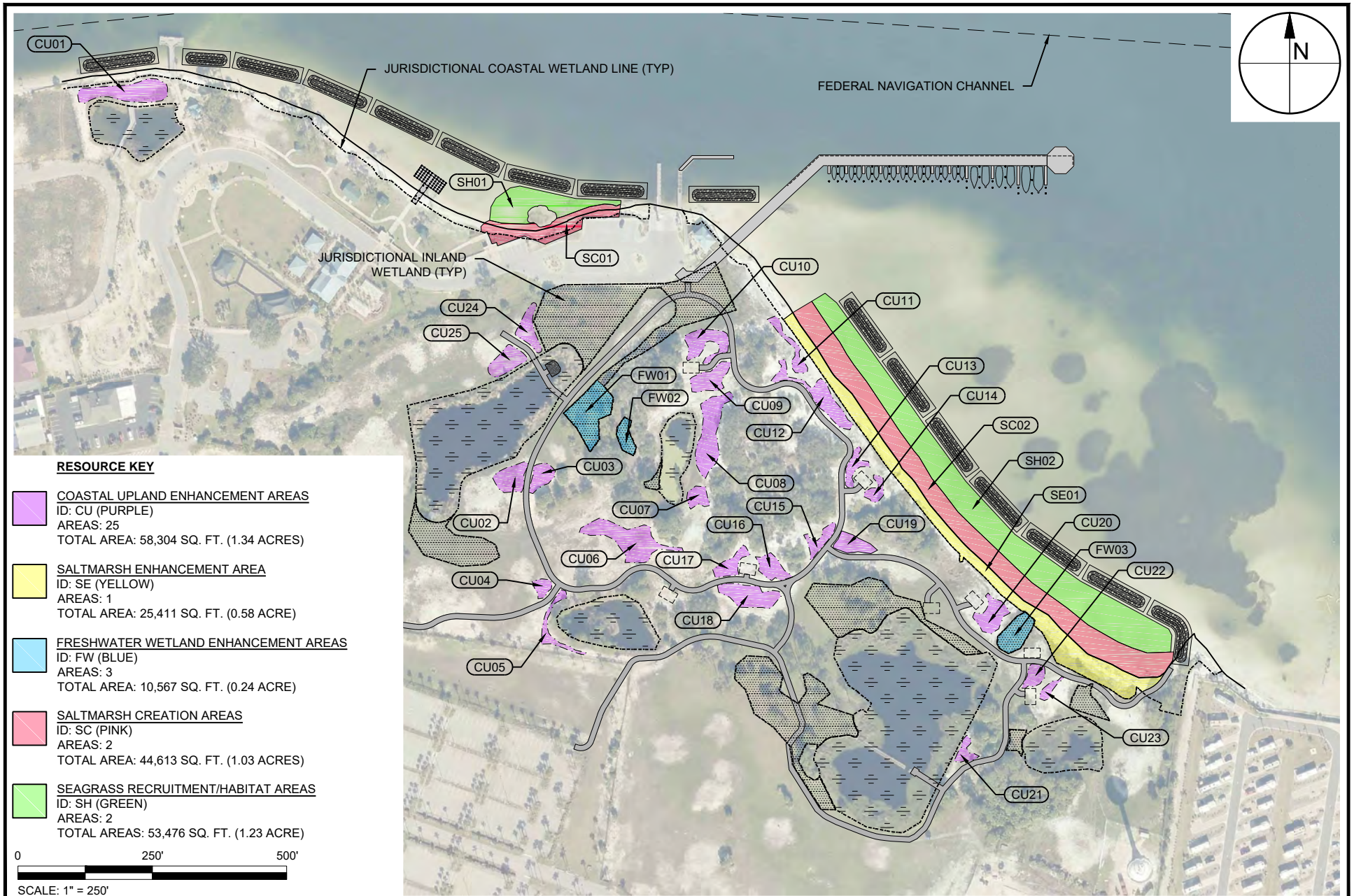
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FIGURE 20
FIXED PIER DOCK GAZEBO SECTION VIEW TYPICAL DETAIL
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

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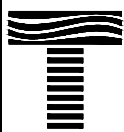
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RESOURCE KEY

- COASTAL UPLAND ENHANCEMENT AREAS**
 ID: CU (PURPLE)
 AREAS: 25
 TOTAL AREA: 58,304 SQ. FT. (1.34 ACRES)
- SALTMARSH ENHANCEMENT AREA**
 ID: SE (YELLOW)
 AREAS: 1
 TOTAL AREA: 25,411 SQ. FT. (0.58 ACRE)
- FRESHWATER WETLAND ENHANCEMENT AREAS**
 ID: FW (BLUE)
 AREAS: 3
 TOTAL AREA: 10,567 SQ. FT. (0.24 ACRE)
- SALTMARSH CREATION AREAS**
 ID: SC (PINK)
 AREAS: 2
 TOTAL AREA: 44,613 SQ. FT. (1.03 ACRES)
- SEAGRASS RECRUITMENT/HABITAT AREAS**
 ID: SH (GREEN)
 AREAS: 2
 TOTAL AREAS: 53,476 SQ. FT. (1.23 ACRE)

0 250' 500'
 SCALE: 1" = 250'



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FIGURE 21
 ENVIRONMENTAL RESOURCES IMPROVEMENTS MAP
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

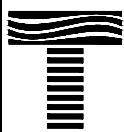
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RESOURCES AREA TABLE		
AREA ID	AREA SQ. FT.	AREA ACRES
CU01	4,905.95	0.11
CU02	2,483.82	0.06
CU03	1,659.52	0.04
CU04	889.89	0.02
CU05	1,602.14	0.04
CU06	6,137.69	0.14
CU07	1,292.96	0.03
CU08	5,240.61	0.12
CU09	2,511.00	0.06
CU10	3,098.17	0.07
CU11	1,601.62	0.04
CU12	3,878.71	0.09
CU13	1,355.37	0.03
CU14	1,045.66	0.02
CU15	1,377.45	0.03
CU16	1,903.47	0.04
CU17	1,694.89	0.04
CU18	3,636.00	0.08
CU19	1,976.43	0.05

RESOURCES AREA TABLE		
AREA ID	AREA SQ. FT.	AREA ACRES
CU20	2,576.78	0.06
CU21	1,008.46	0.02
CU22	1,266.67	0.03
CU23	687.51	0.02
CU24	2,024.59	0.05
CU25	2,448.62	0.06
FW01	5,966.47	0.14
FW02	1,516.69	0.03
FW03	3,084.00	0.07
SC01	7,650.67	0.18
SC02	36,962.07	0.85
SE01	25,410.91	0.58
SH01	8,157.13	0.19
SH02	45,318.81	1.04

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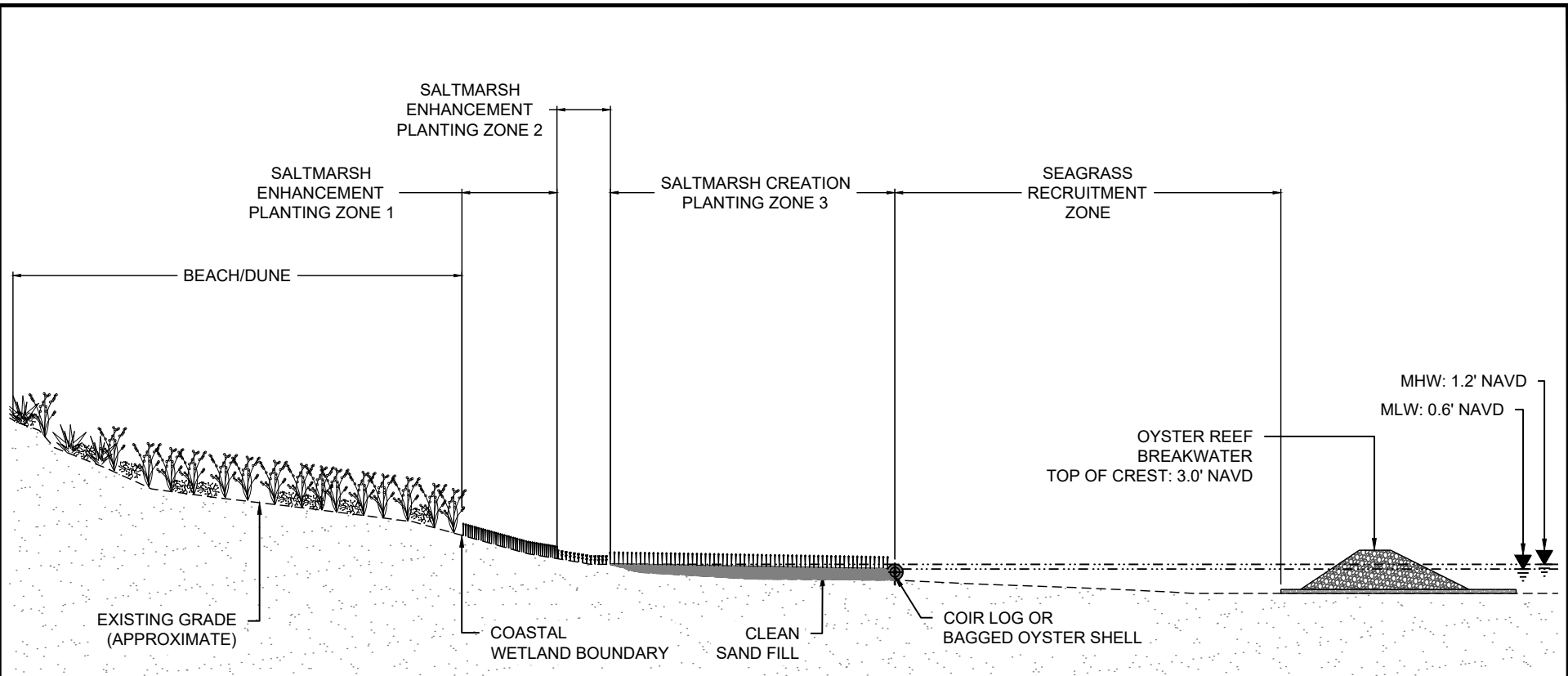
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FIGURE 22
 ENVIRONMENTAL RESOURCES IMPROVEMENTS TABLE
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

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PLANTING SCHEDULE				
ZONE	COMMON NAME	SCIENTIFIC NAME	SIZE	DENSITY
1	MARSH-HAY CORDGRASS	<i>Spartina patens</i>	2" LINER	12" ON CENTER
2	BLACK NEEDLERUSH	<i>Juncus roemerianus</i>	2" LINER	12" ON CENTER
3	SMOOTH CORDGRASS	<i>Spartina alterniflora</i>	2" LINER	12" ON CENTER

FIG. 9 LIVING SHORELINE TYPICAL CROSS SECTION
J-J NOT TO SCALE



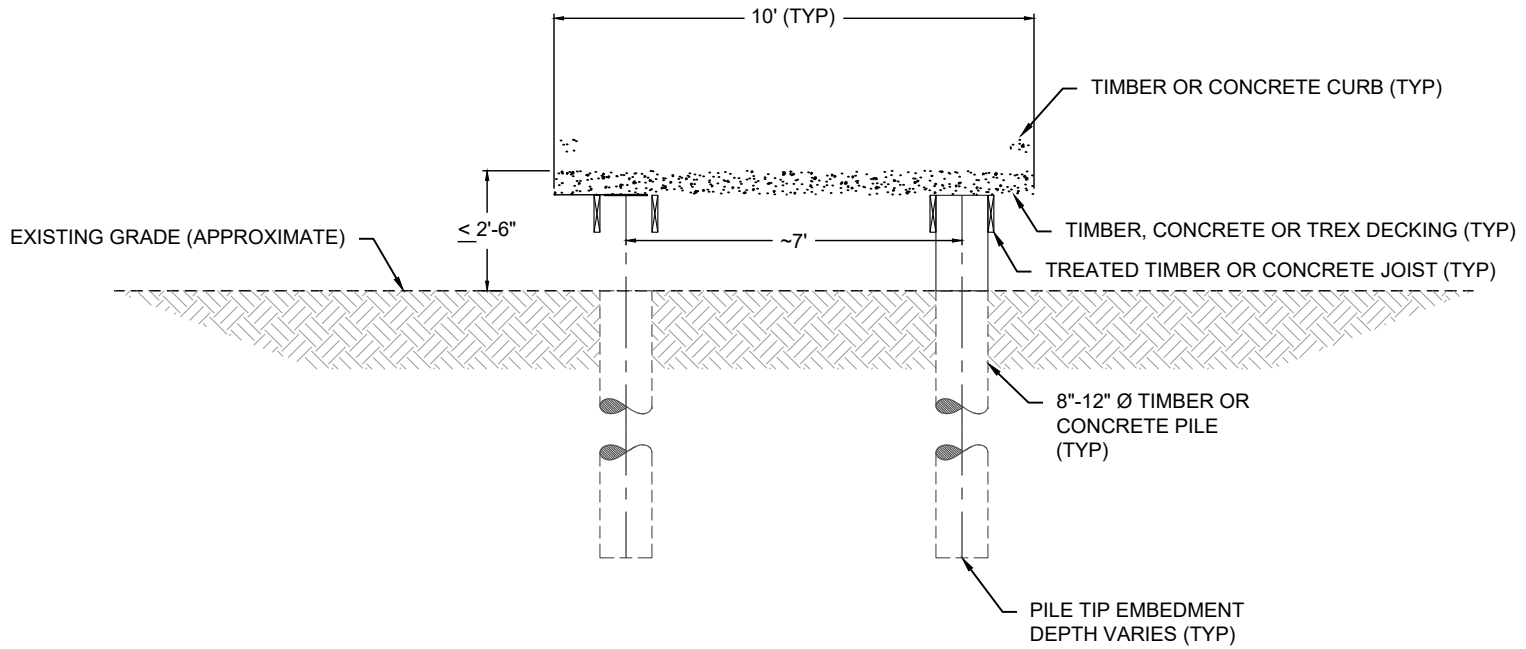
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FIGURE 23
LIVING SHORELINE TYPICAL CROSS SECTION
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069	SEAL
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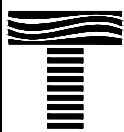
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**TYPICAL SECTION DETAIL
BOARDWALK**

FIG. 10
K-K

SCALE: 1" = 4'



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FIGURE 24
BOARDWALK TYPICAL SECTION DETAIL L-L
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

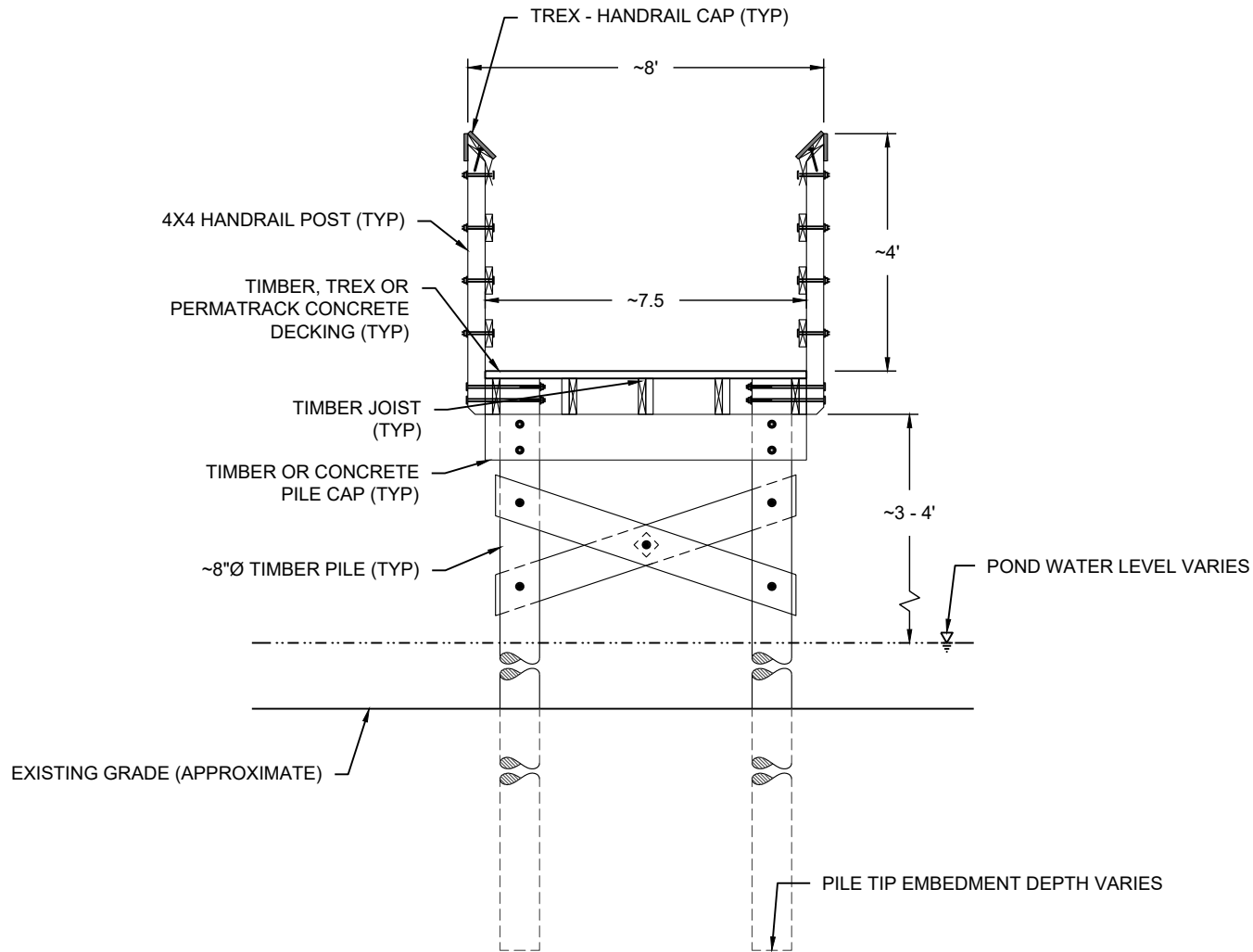
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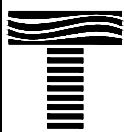
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**SECTION VIEW TYPICAL DETAIL
TIMBER DOCK AT POND**

FIG. 10
L-L

SCALE: 1" = 3'



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FIGURE 25
TIMBER DOCK AT POND TYPICAL SECTION VIEW DETAIL L-L
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

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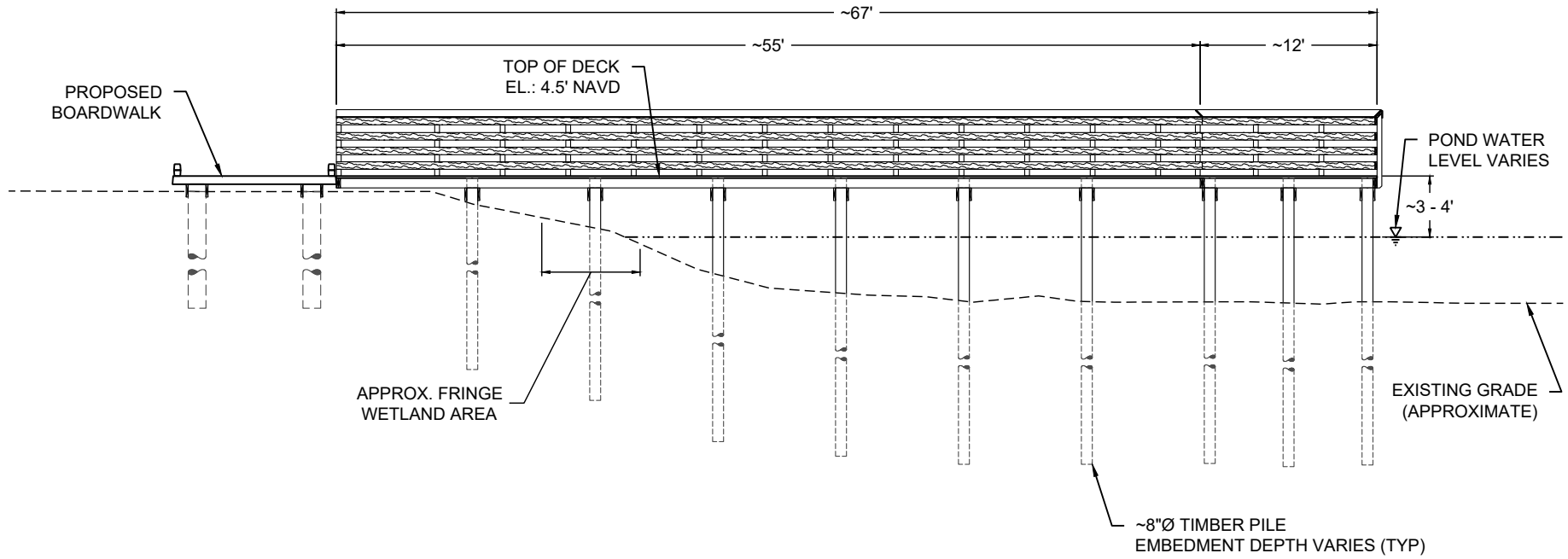
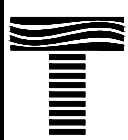


FIG. 10
M-M

**SECTION VIEW TYPICAL DETAIL
TIMBER DOCK AT POND**

SCALE: 1" = 10'



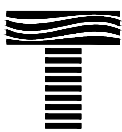
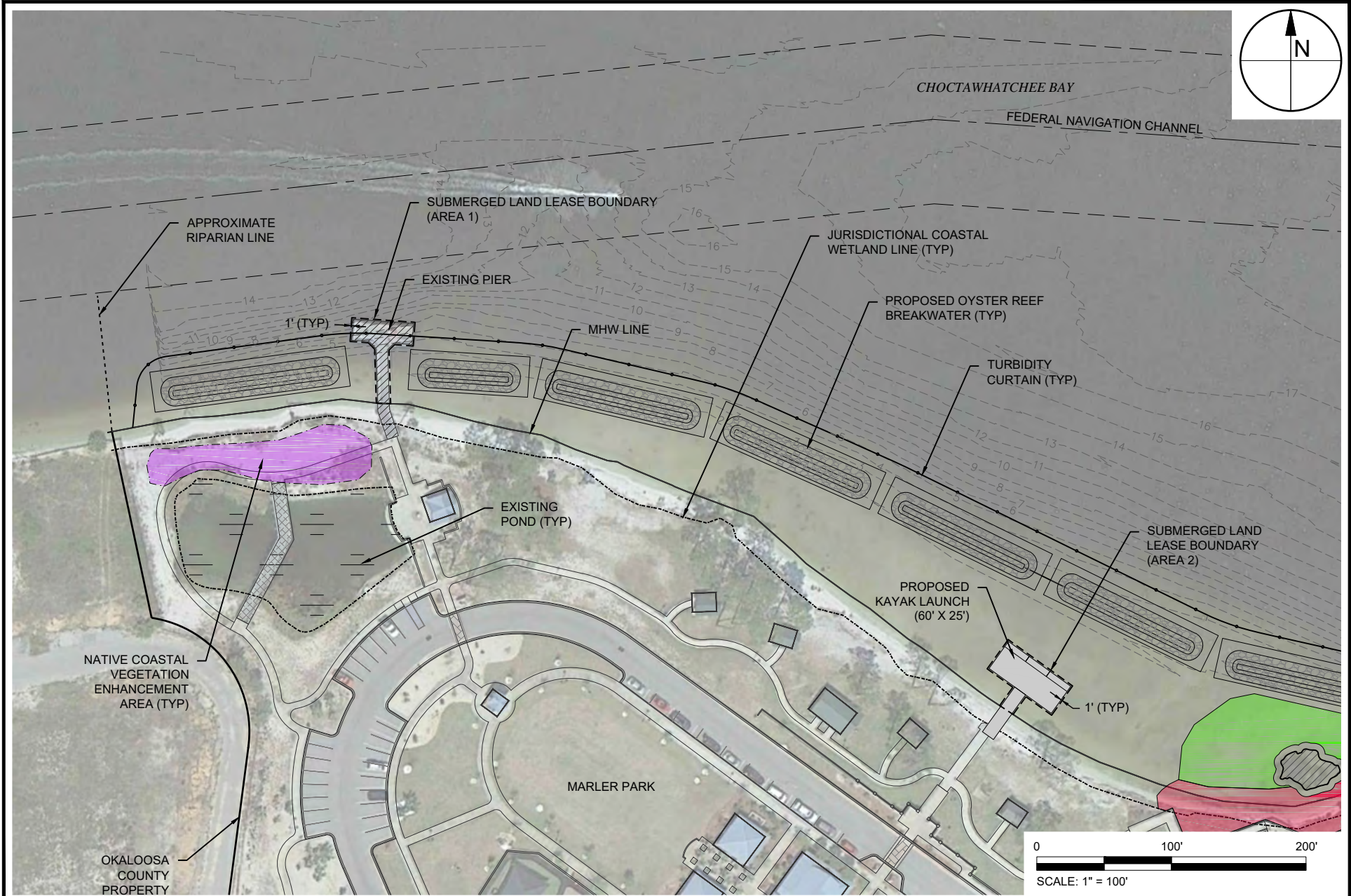
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FIGURE 26
TIMBER DOCK AT POND TYPICAL SECTION VIEW DETAIL M-M
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

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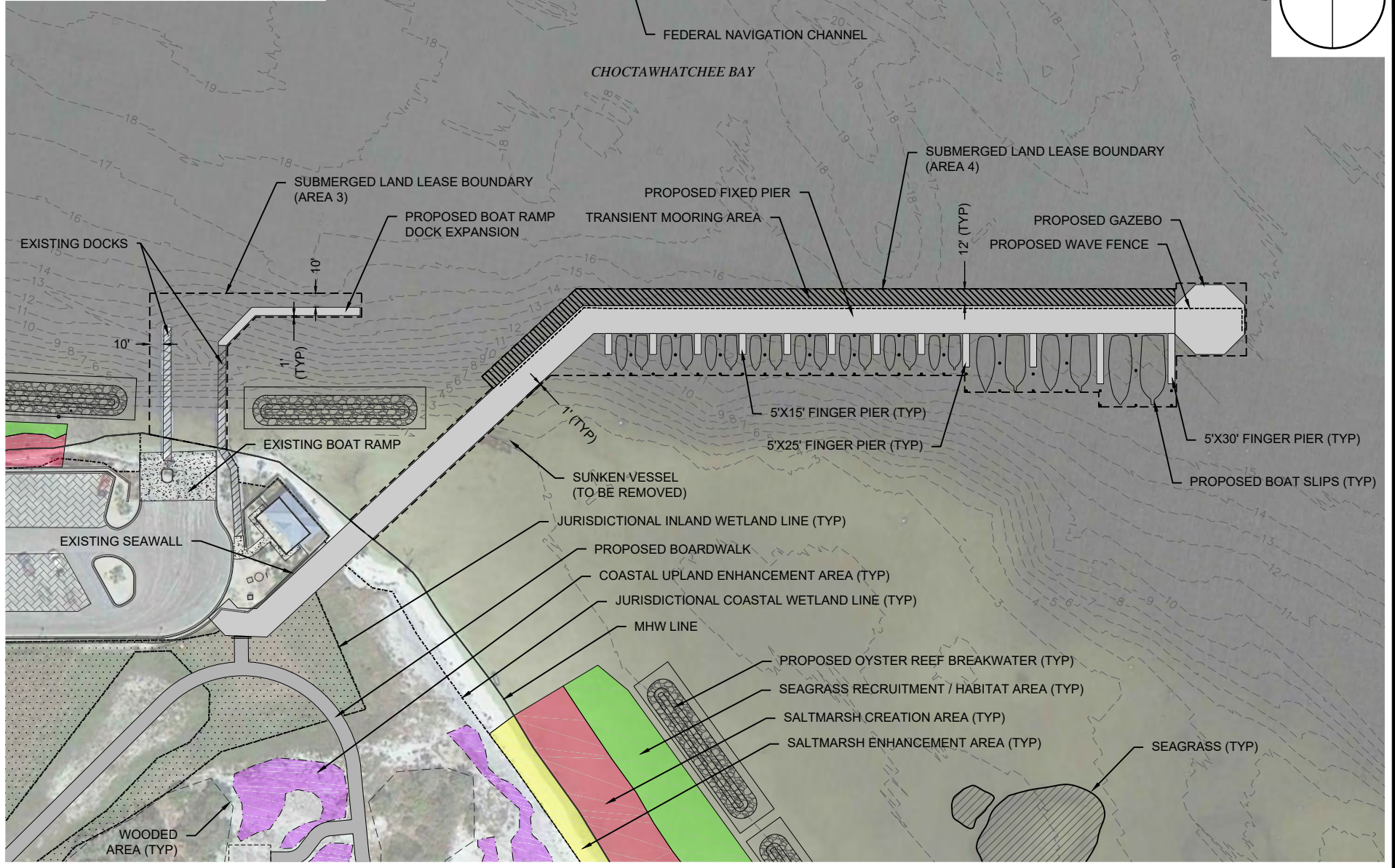
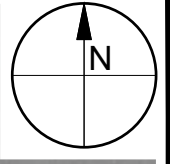
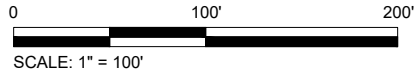
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FIGURE 27
PROPOSED WEST SUBMERGED LAND LEASE AREAS
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069
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FIGURE 28
 PROPOSED CENTRAL SUBMERGED LAND LEASE AREAS
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-006/069	SEAL
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		DATE

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STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. 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, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate 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.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

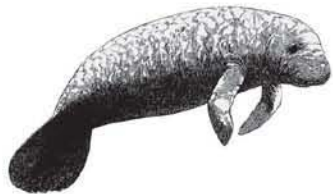
All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

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U.S. Army Corps of Engineers Jacksonville District's Programmatic Biological Opinion (JaxBO) Project Design Criteria (PDCs) for In-Water Activities

November 20, 2017

- 1) **(AP.7.) Education and Observation:** The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at:
http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html
- 2) **(AP.8.) Reporting** of interactions with protected species:
 - a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to takereport.nmfs@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
 - b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email Sawfish@MyFWC.com
 - c) Sturgeon: Report dead sturgeon to 1-844-STURG 911 (1-844-788-7491) or email nmfs.ser.sturgeonnetwork@noaa.gov
 - d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
 - e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.
- 3) **(AP.9.) Vessel Traffic and Construction Equipment:** All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:
 - a) *Construction Equipment:*
 - i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
 - ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
 - iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of

construction equipment and shall not resume until the species has departed the area of its own volition.

- iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

b) *All Vessels:*

- i) Sea turtles: Maintain a minimum distance of 150 ft.
- ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
- iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (<http://www.fisheries.noaa.gov/pr/shipstrike/>).
- iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
- v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
- vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
- vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

- 4) **(AP.10.) Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

- a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
- b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
- c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
- d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
- e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm

Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):

- i) Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
 - ii) The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cableline). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.
- 5) **(AP.11.) Entanglement:** All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.
- a) 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.
 - b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2012-02569-SP-EPS

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

**TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____**

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks,
dredging,
etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

Living Shorelines Monitoring and Adaptive Management Plan
Okaloosa Baywalk Project
Okaloosa County, Florida

Introduction

The living shoreline component of the Okaloosa Baywalk Project focuses on a robust design that emphasizes stability, simplicity, and therefore, high success probability. The design components comprise a series of zones that reduce wave energy and create a sustainable shoreline ecosystem. The nearshore zone includes a segmented, partially exposed breakwater composed of natural limestone or clean repurposed concrete underlain by a marine mattress to reduce settlement and maintain design elevations. The breakwater will attenuate wave energy and erosional forces while providing hard substrate that will serve as oyster culch, or attachment sites for oysters. The open water zone landward of the breakwaters will provide a lower energy environment that should facilitate development of subtidal natural communities including seagrass. Landward of the open water/seagrass recruitment area, successive planting zones (low and high saltmarsh) will include smooth cordgrass (*Spartina alterniflora*), black needlerush (*Juncus roemerianus*), and marsh-hay cordgrass (*Spartina patens*) to create vegetation communities common to the regional estuarine ecosystem. The saltmarsh vegetation will further attenuate wave energy and reduce shoreline erosion. The low saltmarsh (smooth cordgrass) planting zone will require addition of clean sand fill to establish elevations suitable for vegetation establishment. Coconut fiber (coir) logs will provide temporary toe stabilization of the fill area during the vegetation establishment period (1-2 years).

Project Objectives

The project objectives include stabilization of the eroding shoreline within the project area and mitigation of the past shoreline and habitat losses through restoration of a natural sustainable shoreline ecosystem. Inherent objectives include increasing the biodiversity and sustainability of Choctawhatchee Bay and creating new recreational and educational opportunities for both residents and tourists.

Risks and Uncertainties

The most prominent risk for the living shorelines project, particularly during the first two years (vegetation establishment period), likely includes extreme storm events (e.g., hurricane) where wave energy would overwhelm the wave attenuation structures and eroded the created saltmarsh and shoreline (prior to vegetation establishment). Other risks include plant mortality (caused by a variety of factors) resulting in bare patches within saltmarsh creation area. This could lead to sediment instability and erosion of the creation area. Improper breakwater gap sizing and spacing could lead to undesirable conditions (e.g., higher energy) in the lee of the breakwaters, or insufficient spacing between the breakwaters could result in development of fine sediment deposits. However, the applicant's consultant performed detailed numerical modeling (hydrodynamic and wave transformation) simulations to greatly reduce the potential for such adverse effects. Exotic, invasive vegetation may establish within the saltmarsh creation and enhancement areas and threaten to outcompete native, desirable species. Pest species such as Canada geese could feed on newly planted material thereby reducing the likelihood of success. A primary uncertainty includes the effects of sea level rise and its effects on long-term performance.

Adaptive Management Plan

The Adaptive Management Plan for the living shorelines project supports the implementation of this plan, focusing on the wetland planting zones (the most sensitive portions of the living shoreline), but also includes sufficient monitoring of the other zones to verify successful performance of those project components.

Monitoring for Adaptive Management

Adaptive management monitoring will begin the growing season following completion and acceptance of project construction and initial plantings. Monitoring in the middle of each growing season for the first few years will include recording visual observations by an experienced biologist of plant survival and (if appropriate) expansion, estimating increase in stem density (negative, positive or none). Identification of exotic invasive species, and approximate densities will complete the wetland monitoring. Observations of physical conditions, particularly of sediment quality and structure condition, combined with plant and animal species observed within the open water area and wave attenuation structures will provide the basis for adaptive management of those areas.

Success Criteria

For the wetlands, success is defined as visually estimated 80% cover after 4 growing seasons with less than 5% invasive or exotic species. For the open water areas sediment shall remain sandy. Flora and fauna shall be typical in diversity and cover of similar habitats within the Choctawhatchee Bay. For the wave attenuation structure the materials will have remained largely in place with only minor movement of individual pieces onto the adjacent bottom. Attached flora and fauna will be abundant with few natural predators.