



REQUEST FOR BID (RFB) & RESPONDENT'S ACKNOWLEDGEMENT

RFB TITLE:
**OKALOOSA COUNTY ARTIFICIAL REEF
CONSTRUCTION PROJECT**

RFB NUMBER:
RFB TDD 78-16

<u>NON-MANDATORY PRE-BID MEETING:</u>	October 4, 2016	10: 00 A.M. cst
<u>LAST DAY FOR QUESTIONS:</u>	October 11, 2016	3:00 P.M. cst
<u>RFB OPENING DATE & TIME:</u>	October 19, 2016	3:00 P.M. cst

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this RFB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "RFB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFB Title", "RFB Number" and the "RFB 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 Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

NOTICE TO RESPONDENTS
RFB TDD 78-16

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until, for the **“Okaloosa County Artificial Reef Construction Project”**.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Request for Bids (RFB) response with the respondent’s areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½” x 11” where practical.

All originals must have original signatures in blue ink.

A **non-mandatory pre-bid** meeting will be held at **10:00 a.m. (CST), October 4, 2016** at **-1250 N. Eglin Parkway, Suite 100 Shalimar, FL 32579**.

At 3:00 p.m. (CST), October 19, 2016, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent’s name and **“Okaloosa County Artificial Reef Construction Project”**. The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted prior to bid opening by being delivered in person or by mail to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Respondents using mail or delivery services assume all risks of late or non-delivery.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Okaloosa County Artificial Reef Construction Project
Clerk of Circuit Court
Attn: Teresa Ward
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536

Zan Fedorak
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.
Chairman

BID REQUIREMENTS

BID #: RFB TDD 78-16

I. SCOPE OF WORK

The purpose of this RFB is to secure sealed bids for the construction of two large-scale artificial reefs in State waters offshore Okaloosa County, Florida. The construction will involve the loading and vehicle transport of approved concrete materials from land-based staging areas to a proposed waterside loading area, transferring the material to an appropriate offshore conveyance, offshore transport, and placement within designated permitted artificial reef areas in accordance with the contract documents. The approved materials used to construct the two reefs shall consist of re-purposed concrete targets of various sizes from Eglin Air Force Base (AFB) and surplus concrete materials (e.g. culverts) from Okaloosa County and Fort Walton Beach public works departments. Further details related to the project are listed under the General Bid Conditions.

This project is funded by the U. S. Fish & Wildlife Service – Federal Aid in Sport Fish Restoration Program, and the Florida Fish & Wildlife Conservation Commission – Division of Marine Fisheries Artificial Reef Grants Program, Grant No. FWC-15274. Accordingly, all work performed under this Agreement shall be in compliance with all applicable grant requirements, local, state and federal rules and regulations.

II. TERM OF CONTRACT:

The Contractor shall complete all construction activity (material loading, transport, and offshore deployment) and remove all equipment from the staging and work areas by November 30, 2016. Additionally, the Contractor shall complete all construction and demobilization activities within 60 calendar days of work commencement, or by November 30, 2016, whichever occurs first.

III. RFB SUBMITTAL REQUIREMENTS:

In addition to the forms required for submittal, bidders must also include the following:

1. A description of the proposed equipment resources that are proposed to be used to complete the deployment.
2. A deployment plan describing the bidders approach to the project and how the material will be loaded, transported, and ultimately deployed in accordance with the contract documents. The Plan shall also include a proposed schedule of operations outlining key work tasks and the overall timeline.
3. A detailed description of experience and understanding of artificial reef deployments, including a description of the bidder's organizational structure, key personnel, and a list of artificial reef deployments conducted within at least the last 5 years. Bidders shall also provide specific detail as it relates to the proposed project (i.e., repurposed concrete material handling, upland and offshore transport, and deployment).

The County reserves the right to disqualify any RFB it deems does not provide clear descriptive information.

Selection preference will favor the qualified bidder who proposes to deploy the largest volume of artificial reef material (measured in U.S. tons) in accordance with and as described in the Construction Drawings and Specifications (included within Attachment "A" and "B").

IV. FWC GRANT REQUIREMENT

In accordance with Executive Order 12549, Debarment and Suspension, the County agrees and certifies 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 department or agency; and, that the County shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the COMMISSION by the federal agency issuing the grant award. The County is required to include the language of this section, in all subcontracts or lower tier agreements executed to support the County's work under this Agreement.

Upon execution of subcontracts funded by this Agreement, the County will require subcontractors to complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Federally Funded Transactions", attached hereto and made a part hereof as Form. As required by sentences 1 and 2 above, the County will include the language of this section, and Attachment F in all subcontracts or lower tier agreements executed to support the County's work under this Agreement.

GENERAL SUPPLY/ CONSTRUCTION INSURANCE REQUIREMENTS

REVISED: 02/09/2016

BONDING REQUIREMENTS

A Bid Bond is required in an amount equal to 5% of the total bid. A Performance Bond equal to the amount of the Project will be required 10 days after Notice to Award has been issued.

RESPONDENT'S INSURANCE

1. The Respondent 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 licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts 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 Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent 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.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent shall secure and maintain during the life of this agreement, Worker's Compensation Insurance coverage for all employees, subcontractors, volunteers and workers performing work or providing services in response to this contract, at STATUTORY Limits in compliance with applicable state and federal laws. If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and if applicable the Jones Act. State Employer's Liability limits for not less than \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee must be included.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. 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 Respondent shall notify the County representative in writing. The Respondent 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.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability

5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

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	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

The RESPONDENT 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 Respondent’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 Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Rd, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, of the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County’s approval of adequacy of protection and the

satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

UMBRELLA INSURANCE

The Respondent 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 BID CONDITIONS

- 1. PROJECT DESCRIPTION** – The proposed project includes the construction of large-scale artificial reefs within two permitted artificial reef areas in State Waters offshore of Okaloosa County. A single artificial reef shall be constructed at the centroid of each of the two permitted reef areas – Fish Haven #15 and #16 – located approximately 10.2 and 14.2 nautical miles from East Pass. The Construction Drawings (Attachment “A”) show the proposed overall reef areas and artificial reef site locations and the Technical Specifications (Attachment “B”) provide additional project detail and requirements. An approximately equal volume of material shall be placed at each patch reef and the total volume of reef material transported and deployed will be based on the lowest, qualified bid. The total project budget for the project is \$127,000. The funding for the project is provided by a not to exceed \$60,000 grant from the Florida Fish and Wildlife Conservation Commission (FWC) with a cash match not to exceed \$67,000 from Okaloosa County. The approved materials used to construct the two patch reefs shall consist of re-purposed concrete targets of various sizes from Eglin Air Force Base (AFB) and surplus concrete materials from Okaloosa County and Fort Walton Beach public works departments. The project requires loading and hauling the proposed concrete materials from existing stockpile areas to a proposed waterside loading area, transferring the material to an appropriate offshore conveyance (e.g. barge, etc.), offshore transport, and deployment within the specified artificial reef site(s) in accordance with the contract documents.

SCHEDULE –The Contractor shall complete all construction activity (material loading, transport, and offshore deployment) and remove all equipment from the staging and work areas by November 30, 2016. Additionally, the Contractor shall complete all construction and demobilization activities within 60 calendar days of work commencement, or by November 30, 2016, whichever occurs first. Work is permitted seven (7) days a week during daylight hours only (sunrise to sunset) or as restricted by the specific staging areas.

- 1. PRE-BID ACTIVITY** – Prospective Bidders are strongly encouraged to attend a recommended non-mandatory pre-bid meeting on October 4, 2016 at 10:00 a.m. local time (CST) at the County Commissions Office located at 1250 N. Eglin Parkway, Suite 100Shalimar, FL 32579.

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: zfedorak@co.okaloosa.fl.us
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFB & 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 written addenda, and will be posted to <http://www.tcgeng.com/Documents/> and the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the bid 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 bid. No respondent may rely upon any verbal modification or interpretation.

- 2. PREPARATION OF BID** –The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains 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 inviting bids may be rejected.

A bid 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.

A bid 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.

A bid submitted by an individual shall show the respondent’s name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid 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 bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent’s authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

- 3. INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid 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 Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent’s response in the form of an addendum to the original bid documents.

4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid 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 bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

5. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids 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 bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
7. **IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

8. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
9. **BID PRICE** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a

foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

12. 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 bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

13. DISQUALIFICATION OF RESPONDENTS - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF BID

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County may reject any bid from a bidder that fails to complete or perform an Okaloosa County contracted project in a timely fashion.
- C. The County will award the bid to the lowest respondent, however, the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

D. The County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

E. The County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

15. 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 #.

16. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

17. 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.

18. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids 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 a part of the bid package.

19. LOCAL PREFERENCE - Okaloosa County reserves the right to grant a preference to in-county respondents only when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

20. REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

21. 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 to the Owner any additional information and financial data for this purpose as the County may request.

22. NO CONTACT CLAUSE - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact 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 when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

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

23. REVIEW OF PROCUREMENT DOCUMENTS - Per Florida Statute 119.071 (2) 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 County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

24. 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 termination of the contract.

25. 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.

26. 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 the Contract 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.

- 27. 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 award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 28. 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 this bid from the date of the award through three (3) years after the expiration of contract.
- 29. 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.
- 30. 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.
- 31. 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 contract. 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 contract. 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.

1. The following documents shall be submitted with the bid packet:

- A. Company Data
- B. Drug-Free Workplace Certification
- C. Federal E-Verify
- D. Conflict of Interest
- E. No Contact Clause Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- I. Addendum Acknowledgement
- J. Bid Bond
- K. Anti-Collusion Statement
- L. Bid Sheet

COMPANY DATA

Respondent's Company Name:

Physical Address & Phone #:

Contact Person (Typed-Printed):

Phone #:

Cell #:

Federal ID or SS #:

Respondent's License #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT 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, Florida Statutes, 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: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

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 during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; 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.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or 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 _____

DATE _____

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact 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 upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the No Contact Clause is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board, the County Administrator or members of the Board-approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information that may affect the Review Committee or staff recommendation, submitted after bids/responses are due, shall be directed to the Purchasing Director or designee. The Purchasing Director, or designee, shall determine whether such information should be considered by the Review Committee, staff or Board 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 _____ representing _____
Signature Company Name

On this _____ day of _____ 2016 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

Respondent'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

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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal 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.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person 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 Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal 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 proposal that it will include the 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
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.

ADDENDUM ACKNOWLEDGEMENT

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

<u>ADDENDUM NO.</u>	<u>DATE</u>

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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and
_____ as Surety, are hereby held firmly
bound unto _____ as the County in the penal sum of
_____ for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
assigns.

SIGNED this _____ day of _____, 2016.

The condition of the above obligation is such that whereas the Principal has submitted
to _____ a certain bid attached
hereto and hereby made a part hereof to enter into a contract in writing,
for the _____.

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

Bid Bond

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension. **IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by the proper officer, the day and year first set forth above.

_____ L.S.
Principal

Surety

BY: _____

SEAL:

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

BID SHEET

Date Submitted: _____

BID#: RFB TDD 78-16

BID TITLE: Okaloosa County Artificial Reef Construction Project

PART I. Bid submitted by:

Company: _____

Address: _____

City & State: _____

Zip Code: _____

Telephone: () _____

Fax: () _____

Number of Years in Business: _____

PART II. Bidding **RFB TDD 78-16** – Okaloosa County Artificial Reef Construction Project:

All bid items shall include all costs for furnishing to the Owner all labor, materials, equipment, tools, machinery, utilities, insurance, supplies, permits, and all costs incurred in providing all work shown on the Construction Drawings and outlined in the Contract Specifications and all other Contract Documents.

BID SCHEDULE

Bid Item	Description	Units	Quantity	Unit Cost	Bid Item Cost
1	Artificial Reef Construction	U.S. Ton (2,000 lbs)		\$	\$

Total Cost Bid Item 1: \$ _____

Total Cost Bid Item 1 (Written): _____

Bidder shall sign below that they have read and understood all addenda, if any, related to this project. Failure to acknowledge any addendum issued shall disqualify the Bidder.

Addendum No.: _____

Date of Receipt: _____

Addendum No.: _____

Date of Receipt: _____

Addendum No.: _____

Date of Receipt: _____

Notice to All Bidders:

1. The Owner reserves the right to waive any informality in any bid, to reject any and all bids, and to delete any part of any of the above items

2. Bid prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid, any item for which a separate pay item has not been established in the Bid Schedule (under any related pay item), to reflect the total price for completing the project in its entirety.

3. Quantities shown are estimated. Actual quantities may vary. The Owner reserves the right to adjust the final Contract Price by the actual quantities installed (+ or -) and it shall be the successful bidder's responsibility to provide accurate documentation of the actual quantities installed.

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with Okaloosa County, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to Okaloosa County at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). The undersigned further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: _____
(Print or Type)

Signature: _____

Date of Bid: _____

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

Okaloosa County reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by Okaloosa County to be in the County's best interest. Okaloosa County also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

ATTACHMENT A
FWC GRANT AGREEMENT NO. 15274
TECHNICAL SPECIFICATIONS



TECHNICAL SPECIFICATIONS FOR THE OKALOOSA COUNTY ARTIFICIAL REEF CONSTRUCTION PROJECT

PHASE II (FWC GRANT AGREEMENT NO. 15274)

PART 1 - GENERAL

1.1 SUMMARY

- A. These specifications include requirements for the furnishing of all supervision, labor, materials, equipment and performing all operations in connection with artificial reef material handling, loading, transport, and deployment within permitted reef areas in the Gulf of Mexico as indicated on the Construction Drawings (Drawings) and specified herein.
- B. The Contractor is informed that Okaloosa County (County) has obtained Florida Department of Environmental Protection (FDEP) and U.S. Department of the Army (DOA) authorizations for placing clean, durable concrete materials within designated areas of the Gulf of Mexico. The Contractor shall familiarize themselves with the FDEP and DOA authorizations and general permitting requirements for artificial reef deployment as they relate to the proposed work. The Contractor shall be aware that additional regulatory authorizations or requirements beyond those obtained by the County or stated in these specifications may be required for the proposed work. The Contractor shall maintain any and all necessary permits, licenses, and authorizations for handling and transporting the materials from the existing stockpile areas to the offshore artificial reef sites as indicated on the Construction Drawings and specified herein.

1.2 SCOPE OF WORK

- A. Okaloosa County proposes to construct a large-scale artificial reef (patch reef) within two permitted artificial reef areas – Fish Haven #15 and Fish Haven #16. A single patch reef shall be constructed at the centroid of each of the two permitted reef areas. The Construction Drawings show the proposed overall reef areas and patch reef site locations. An approximately equal volume of material shall be placed at each patch reef and the total volume placed will be based on the winning lowest, qualified bid. The materials used to construct the two patch reefs shall consist of re-purposed concrete targets of various sizes from Eglin Air Force Base (AFB) and surplus concrete materials from Okaloosa County and Fort Walton Beach public works departments. The project requires loading and hauling the proposed concrete materials from existing stockpile areas to a proposed waterside loading area, transferring the material to an appropriate offshore conveyance (e.g. barge), offshore transport, and deployment within the specified artificial reef sites in accordance with the contract documents. Failure to comply with any of the contract documents and requirements or addendums may constitute immediate termination of this contract.

1.3 DEFINITIONS

- A. Contract Documents: Technical Specifications and its attachments, Permits and other regulatory authorizations, Construction Plans, Contract, General Conditions, Supplemental General Conditions, Bid Proposal, Written Amendments, Addenda, Change Orders, Work Orders, Work Supplements and any other required Contractor Submittals related to the work.
- B. Plans/Construction Plans: Any drawings as specified in the Contract Documents. The term "Plans" is synonymous with the term "Construction Plans" and the term "Construction Drawings" or "Drawings".



- C. Artificial Reef Materials: For the purposes of this project, the term “artificial reef material” or “reef material” refers to approved clean concrete products previously reviewed and approved for deployment by the Owner, Engineer, and the Florida Fish and Wildlife Conservation Commission (FWC). Materials generally include re-purposed concrete target material from Eglin AFB and public works material (culverts, catch basins, etc.) from Okaloosa County and Fort Walton Beach. A general inventory of approved artificial reef materials is provided in Appendix A and B. Reef material may vary in size and weight in accordance with these Specifications and Contract Documents.
- D. Mobilization: The deployment by the Contractor of such equipment and material as is necessary to perform the work as detailed in the Contract Documents and in compliance with State, Federal and local laws and regulations.
- E. Demobilization: The removal of all equipment and material associated with this Contract from the staging location(s) and work areas and doing so in a manner which leaves the staging site(s) and work areas in the original condition or in a condition acceptable to the Owner.
- F. Artificial Reef Area: An area of seafloor for which the County holds a permit to place artificial reef materials. An Artificial Reef Area is typically referred on a NOAA nautical chart as a “Fish Haven.” An artificial reef area typically contains numerous individual artificial reef sites, patch reefs, or deployments. For the purpose of this project, the permitted artificial reef areas (Fish Haven #15 and #16) are ¼ mile square areas (1,320 feet x 1,320 feet).
- G. Artificial Reef Site: A region within a permitted artificial reef area where approved materials are deployed. An artificial reef site is typically referred to as a deployment site or “patch” reef. Numerous artificial reef sites typically occur within a permitted artificial reef area; however, the individual reef or deployment sites are typically spaced 150 – 500 feet from one another. For the purpose of this project, the proposed artificial reef sites are located at the centroid of the permitted Fish Haven #15 and #16 artificial reef areas. Specific coordinates of the centroids and boundaries of the artificial reef sites are provided within the construction drawings and these specifications.
- H. Environmental Damage and/or Pollution: The presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, historical and/or recreational purposes. The control of environmental pollution and damage requires consideration of air, water, land, biological, and cultural resources and includes management of construction activities, visual aesthetics, noise, solid waste, and radiant energy, as well as other pollutants. Pollutants include, but are not limited to, fuel and other hydrocarbons such as hydraulic fluid, paints and solvents; bilge water; solid wastes; and noise.
- I. Owner: The owner for this project is the Okaloosa County Board of County Commissioners. The term “County” is synonymous with the term Owner.
- J. Engineer: The Owner’s representative responsible for construction administration.

1.4 SUBMITTALS

The following shall be submitted to the Owner and Engineer:

- A. Letter of Understanding: The Contractor shall submit a letter of understanding confirming that they have read, understand, and will abide by all terms and conditions of the Contract and all of the permits, easements and any applicable ordinances, statutes, laws, rules, regulations and standards (i.e., OSHA, FDOT, USCG, etc.) which may affect the Work and that they shall take responsibility for ensuring that their subcontractors have the same understanding and agree to abide by the same terms and conditions. The letter of understanding shall also include a statement acknowledging that the Contractor, including all



of its personnel and subcontractors, is responsible for environmental protection as related to the proposed work.

- B. Base Access and Scheduling Requirements: The Contractor shall submit the required information (background check forms and detailed construction schedule) as outlined in Section 2 for accessing Eglin AFB Range C-72 and C-74, and the Okaloosa Count Wright Landfill where artificial reef materials are currently stockpiled.
- C. Permits, Licenses, Certifications, and Approvals: The Contractor shall submit to the Owner copies of any additional permits, licenses, certifications, and approvals required for the proposed work. (See Section 3)
- D. Environmental Protection Letter of Understanding: Within ten (10) calendar days of receiving the Notice to Proceed, the Contractor shall submit an Environmental Protection Letter of Understanding confirming that they have read, understand, and will abide by all terms and conditions of the Contract as outlined in Section 4 and the regulatory authorizations.
- E. Quality Control (QC) Certification Letter: Within ten (10) calendar days of receiving the Notice of Award, the Contractor will submit the Contractor Quality Control (CQC) Certification Letter for review and acceptance by the Owner's Representative. The letter must state that the Contractor maintains a CQC system or plan fulfilling all requirements outlined in Section 5. The letter will state the designated QA/QC officers (See Section 5).
- F. Safety Certification Letter: The Contractor shall submit to the Owner and Engineer a Certification Letter stating that the Contractor will maintain a plan for all safety and inspection procedures as outlined in Section 6. The letter shall designate personnel responsible for supervising accident prevention activities and insuring compliance with safety measures.
- G. Deployment Plan: As part of the bid package, the Contractor shall submit to the Owner and Engineer a detailed Deployment Plan for the artificial reef construction project. The plan shall include a detailed construction schedule (including all work from initial mobilization through demobilization); staging area and access requirements; a list of all work force and equipment (for handling, transport, and deployment operations); a detailed work plan describing how the materials will be loaded, transported and deployed (including proposed haul routes, equipment and maintenance of traffic and safety protocols); and the qualifications of supervisor(s). The qualifications shall provide a detailed description of the Contractor's experience and understanding of artificial reef deployments and include a list of artificial reef deployments within the last 5 years. The Contractor shall also provide with the deployment plan documentation of any additional required permits, licenses, authorizations, etc. that may be required for operating proposed upland handling/hauling or offshore transport equipment. (See Section 8)
- H. Notice of Commencement: The Contractor shall notify the Engineer at least 21 days before initiating the work, including mobilization, staging, and/or other field work.
- I. Pre-deployment Notifications: The Contractor shall notify the Engineer at least 7 days prior to project mobilization, commencement of material loading and transport, and commencement of material deployment offshore.
- J. Artificial Reef Cargo Manifest: The Contractor shall submit the required *Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification Form* to the U.S. Army Corps of Engineers (USACE), the FWC, and the Engineer at least 14 days prior to material transport or deployment as required by the Department of the Army permit (See Section 8 and DOA Permits – Appendix C).
- K. Notice of Completion: The Contractor shall notify the Engineer at least 5 days before the scheduled completion. The Contractor shall meet and accompany the Engineer onsite during the final work area observation.



- L. Post-Deployment Placement Report and As-Built Drawing: The Contractor shall submit the required *Florida Artificial Reef Materials Placement Report and Post-Deployment Notification Form* to the USACE, FWC, and the Engineer within 7 days of completing the individual reef site deployments. The Contractor shall also provide a certification letter and as-built drawings of the constructed artificial reef sites in accordance with Section 8.



PART 2 - EXECUTION

2.1 GENERAL

A. Schedule

The Contractor shall not commence work until receiving a written Notice to Proceed from the Owner. The Contractor shall complete all construction activity (material loading, transport, and offshore deployment) and remove all equipment from the staging and work areas by November 30, 2016. Additionally, the Contractor shall complete all construction and demobilization activities within 60 calendar days of work commencement, or by November 30, 2016, whichever occurs first. Work is permitted seven (7) days a week during daylight hours only (sunrise to sunset) or as restricted by the specific staging areas.

B. Notifications

1. Pre-Deployment Notifications

The Contractor shall contact the Coast Guard Sector Mobile Waterways Management Branch, 1500 15th Street, Mobile, AL 36615 or by phone at 251-441-5684 to determine if a Notice to Mariners or other Notice is required for the proposed work.

The Contractor shall also provide the required Notice of Commencement and Pre-Deployment Notification as specified in Section 1 and Section 8.

The Contractor shall notify the Engineer at least 7 days prior to project mobilization, commencement of material loading and transport, and commencement of material deployment offshore.

2. Post-Deployment Notifications and Certification

The Contractor shall notify the Engineer at least 7 days prior to project completion and demobilization. The Contractor shall provide the Owner and Engineer with a post-construction certification letter and as-built drawings of the constructed artificial reef sites documenting the precise location of the reef (lateral extents and centroid) within 7 days following completion of deployment of the reef material. The Post-Deployment Notification and Certifications shall be in accordance with Section 8.

3. Additional Notifications

The Contractor shall notify the Owner and Engineer at least 48 hours prior to any suspension of work. The Contractor shall notify the Owner and Engineer immediately for any work stoppages resulting from environmental impacts (endangered species impacts, fuel spills, etc.), permit violations, property owner disputes, safety violations, etc.

C. Work

The Contractor shall load and transport approved artificial reef materials from the existing stockpile areas to the proposed waterside loading area, load the material on suitable approved offshore conveyance(s), and deploy the materials within the permitted reef areas at the deployment sites specified in the Construction Drawings, Specifications, and Contract Documents. The Contractor shall field-verify the specific locations of the work (both upland and offshore work) and obtain Owner or Engineer acceptance prior to the transport or deployment of artificial reef materials or any related work components. The Owner and Engineer reserve the right to suspend the work at any time when the location, layout, or equipment



utilized by the Contractor is not sufficient to perform the work. The Contractor shall utilize the construction documents to define features of the work and document completed work areas.

2.2 WORK AREAS AND ACCESS

A. Stockpile Areas

The Contractor shall evaluate, load, and haul designated artificial reef material from the Eglin Air Force Base (AFB) Stockpile Areas C-72 and C-74, and the Okaloosa County Wright Landfill to the proposed waterside loading/staging area. The location of stockpile areas as well as the proposed haul routes are shown in the Construction Drawings. The Contractor shall identify any proposed equipment haul routes, staging/storage areas, or any additional work areas not shown in the Construction Drawings in the Deployment Plan submitted to Owner and Engineer for acceptance (see Section 8).

B. Eglin AFB Background Check

All Contractor personnel desiring access to Ranges C-72 and C-74 must pass a background check performed by Eglin's 96 Security Forces Squadron. The background check must be initiated at least 1 week prior to the earliest date access is requested by submitting an affidavit (Eglin AFB Form 90) to the Eglin AFB 96th Test Wing (96TW) Fixed Targets Engineer, Chris Brunson, at christopher.brunson@us.af.mil (see Appendix D for required forms).

C. Eglin AFB Range C-72 and C-74 Staging Areas

Access to Eglin AFB Ranges C-72 and C-74 shall be coordinated through the Engineer, and through the Eglin AFB 96th Test Wing (96TW) Fixed Targets Engineer, Chris Brunson, at 850-882-7043 or christopher.brunson@us.af.mil. The contractor must coordinate the desired range access schedule with the Eglin AFB 96TW Fixed Targets Engineer at least 30 days prior to the work start date. The Contractor will only be able to access the Eglin AFB C-72 and C-74 staging areas during normal business hours (7:30am – 4:30pm) Monday through Friday, except legal/federal holidays, unless otherwise approved by the Eglin AFB 96TW Fixed Targets Engineer. No Range schedule conflicts are anticipated Friday – Monday. Access will not be provided on federal holidays. The Contractor's performance may be interrupted due to high-priority mission schedules, particularly at site C-72. For each calendar day or portion of any calendar day the contractor is removed from the job site by Eglin AFB personnel, the Contractor's schedule will be adjusted one calendar day. Any work desired to be accomplished during other than normal working hours will require approval by the Eglin AFB 96TW Fixed Targets Engineer.

The Contractor will be required to notify the following everyday he is on site:

- a. Joint Test and Training Operations Control Center (JTTOCC) at (850) 882-5800. The Contractor shall obtain a "Z" clearance, which is a verbal approval to enter a closed access range area for a specific time, not to be given more than one hour prior to entering the area, IAW Eglin AFB OI 13-204. Contractor must provide:
 - 1) Exact clearance location
 - 2) Reason clearance is needed
 - 3) Proposed routes to access the location
 - 4) Time on location
 - 5) Number of Contractor personnel
 - 6) Number of vehicles and equipment
- b. C-72 Range Manager, Troy Howell (850) 882-1515/9426; C74 Range Manager, Brad Prescott (850) 882-1534. The Contractor will be required to call the C-72/C-74 Range Manager prior



to arrival and additionally sign-in his personnel and equipment with the C-72/C-74 Range Manager each morning prior to construction and afternoon upon completion of the work day.

- c. 96th TW Fixed Targets Engineer, Chris Brunson (850) 882-7043. Contractor must provide:
 - 1) Time on location
 - 2) Proposed transport routes

D. Eglin AFB Range C-72 and C-74 Training

All personnel working on the C-72/C-74 range must have a range hazard familiarization briefing to include Unexploded Ordnance (UXO) hazards, IAW Eglin AFB OI 13-204 (Chapter 9), which the 96TW will provide to the Contractor prior to construction.

E. Okaloosa County Wright Landfill Access

Access to the Okaloosa County Wright Landfill shall be coordinated through the Okaloosa County Marine Economic and Tourist Development Resource Coordinator, Erika Zambello, 850-609-5394 and ezambello@co.okaloosa.fl.us. The Contractor shall coordinate the desired landfill access schedule with the Marine Economic Coordinator at least 14 days prior to the work start date. The Contractor will only be able to access the Okaloosa County Wright Landfill staging area during normal business hours (7:30am – 4:30pm), Monday through Friday, except legal/federal holidays, unless otherwise approved by the Okaloosa County Marine Economic Coordinator.

F. Waterside Loading Areas

The Contractor shall utilize a suitable waterside loading area for transferring stockpiled materials to an adequate and authorized offshore conveyance or deployment vessel. The Owner has preliminarily coordinated with Vulcan Materials (contact information below) and received conceptual approval for Contractor use of the proposed waterside loading area as shown on the construction drawings. The Contractor will be responsible for reviewing the site's suitability for the proposed work and, if acceptable, obtaining written use agreements with the upland property owner for the proposed work. The Contractor shall document the waterside loading area activities in the Deployment Plan submitted to the Owner and Engineer for acceptance prior to construction.

Vulcan Materials Company
157 North John Sims Parkway, Valparaiso, FL 32580
Site Manager, Terry McGraw: (850) 729-8830
Area Manager, Phil Pfeiffer: (251) 583-9688

The Contractor may propose additional or alternative waterside loading areas for transferring the reef materials to the offshore conveyance. The contractor shall provide information necessary to accurately describe the proposed waterside staging area and related work (e.g., location, haul routes, use agreements, etc.) in the Deployment Plan for Engineer and Owner review and acceptance. The Engineer and Owner shall review the proposed waterside staging area and Deployment Plan prior to the commencement of any construction activities.

G. Stockpile and Staging Areas

The Contractor shall utilize only the stockpile and staging areas shown in the Drawings unless otherwise accepted by the Owner and Engineer. The Contractor shall maintain the stockpile and staging areas in a neat and orderly fashion and minimize the area utilized for staging and/or equipment storage. The Contractor will be responsible for cleaning and restoring the staging areas to pre-construction conditions to the satisfaction of the Owner and Engineer prior to demobilization. The Contractor shall be responsible for any damage to existing vegetation, infrastructure, private and public property, and staging, work, and access areas. The Contractor shall repair any damage resulting from the Contractor's operations at no



cost to the Owner or Engineer. The Contractor will not be permitted to store construction equipment or materials within the stockpile areas on Eglin AFB property or Okaloosa County property unless accepted otherwise by the Owner and individual property owners. The Contractor is responsible for the collection and removal of any debris and litter associated with the work. The Deployment Plan submitted by the Contractor shall describe the proposed use of the staging areas including equipment/materials to be used, schedule, storage areas, haul/access routes, etc.

H. Access and Haul Routes

The Contractor shall utilize the stockpile access corridors and haul routes shown in the Drawings unless otherwise accepted by the Owner and Engineer. The Contractor shall maintain all accesses in working order and shall not inhibit traffic or any other operations occurring at any of the stockpile, staging or loading areas (e.g., Eglin AFB, Wright Landfill, or proposed waterside loading area). The Contractor shall not enter, stockpile material, or do any work on private properties outside of the project areas shown in the Drawings unless specifically approved by the individual property owner. The Contractor's use of the access and haul routes shall be planned and executed to minimize potential impacts to traffic and other activities occurring on Eglin AFB, Okaloosa County Wright Landfill, and the proposed waterside staging area. Driving vehicles or equipment outside of designated access and haul routes without acceptance by the Owner and Engineer is prohibited. The Contractor shall be responsible for any damage to existing access and haul routes and shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer.

I. Work Area

The Contractor's active work area shall be minimized to the greatest extent practical to load and transport approved artificial reef material in a continuous, uniform and efficient manner. The Contractor shall maintain all work areas in a neat and orderly fashion. The Contractor will be responsible for cleaning and restoring the work areas to pre-construction conditions to the satisfaction of the Engineer and 96TW Fixed Targets Engineer prior to demobilization. The Contractor shall be responsible for any damage to existing vegetation, infrastructure, property, work areas, and access areas. The Contractor shall repair any damage resulting from the Contractor's operations at no cost to the Engineer, Eglin AFB, or the Owner.



PART 3 - PERMITS, LICENSES, CERTIFICATIONS, AND APPROVALS

3.1 Regulatory Authorizations

- A. The proposed artificial reef deployment areas (Fish Haven #15 and #16) are permitted to Okaloosa County by the Florida Department of Environmental Protection (FDEP) and U.S. Department of the Army (DOA), Corps of Engineers (USACE). The table below documents the existing permit numbers and expiration dates. The FDEP and DOA permits and permit drawings are provided in Appendix C. As shown in the Drawings, the proposed artificial reefs (Reef Site #1 and #2) shall be constructed at the centroids of the permitted reef areas defined in these authorizations. Reef Site #1 shall be constructed at the centroid of Fish Haven #15 and Reef Site #2 shall be constructed at the centroid of Fish Haven #16. Additional construction detail is provided in the Construction Drawings and in Section 8 below.

Reef Area	FDEP Permit Number	FDEP Permit Expiration Date	DOA Permit Number	DOA Permit Expiration Date
Fish Haven #15	46-0315101-001-EG	January 25, 2018	SAJ-2012-03221 (SP-SWA)	April 14, 2024
Fish Haven #16	46-0315102-001-EG	January 25, 2018	SAJ-2012-03222 (SP-SWA)	April 14, 2024

3.2 Compliance

- A. The Contractor is responsible for obtaining all environmental, building and related permits not supplied by the Owner, obtaining access and use agreements for work areas not owned by the Owner, and maintaining all the required licenses, certifications and approvals required for the work. The Contractor is responsible for complying with all requirements of the environmental and construction permits, access/use agreements, easements, licenses, certifications, and approvals obtained by the Contractor or the Owner, and all conditions of the Contract Documents. The Contractor will be responsible for all fines and fees associated with not obtaining the proper permits, authorizations, or licenses; not following the permit conditions; or improper documentation as required by permit authorities. The Contractor shall post copies of all permits conspicuously on the job site and maintain copies on the deployment and support vessel(s) at all times during construction. Any other licenses or approvals required for the execution of this work shall be secured and paid for by the Contractor. The Contractor shall be responsible for ensuring that all project personnel of the Contractor and their subcontractors are fully aware of and abide by all applicable requirements and conditions stated in the attached permits and any applicable ordinances, statutes, laws, rules or regulations which may affect this project or the Contractor's/subcontractor's work under this project, including but not limited to safety regulations and minimum wage regulations. The Contractor shall be solely responsible for ensuring their personnel and subcontractors are informed of any modifications to any such applicable permits, ordinances, statutes, laws, rules or regulations.

3.3 Non-Compliance

- A. The Contractor shall immediately notify the Owner and Engineer of any non-compliance with the permits, access/use agreements, easements, licenses or terms and conditions of this contract. Any non-compliance noted by the Owner or Engineer shall be brought to the attention of the Contractor and the appropriate regulatory agencies. The responsible regulatory agency will determine the action to be taken and the Owner or Engineer will notify the Contractor. Such actions may include temporarily discontinuing construction of the project. The Contractor shall comply and require all subcontractors to comply with all applicable Federal, State, and local laws, regulations, permits, and easements and all elements of the Environmental Protection Plan. The Contractor shall be liable for any actions, delays and costs resulting



from any violation or non-compliance with the conditions of the permits, easements, and terms of this contract attributable to their personnel or subcontractors.



PART 4 - ENVIRONMENTAL PROTECTION

4.1 GENERAL

The Contractor shall conduct all work related activities in a manner so as to prevent pollution and other environmental damage and minimize or avoid disturbance to the existing natural upland and offshore environment throughout construction operations. The Contractor shall fulfill these specifications at the Contractor's expense. All costs associated with these sections shall be included in the unit costs for the transport and deployment of artificial reef materials.

4.2 PERMITS AND AUTHORIZATIONS

The Contractor shall comply with all environmental permits and authorizations obtained by the Contractor or the Owner. Specifically, the Contractor is responsible for complying with all threatened and endangered species protection requirements and all other environmental protection requirements specified in FDEP Permit No. 46-0315101-001-EG and 46-0315102-001-EG, DOA Permit No. SAJ-2012-03221 (SP-SWA) and SAJ-2012-03222 (SP-SWA), and all documents referenced in these permits; a copy of these FDEP and DOA permits is provided in Appendix C. The Contractor is also responsible for complying with all other permits and authorizations obtained by the Contractor. The regulations, requirements, and conditions of all Federal, State, and local environmental permits and authorizations, obtained by Owner or Contractor, are considered a part of the contract and shall be complied with by the Contractor and subcontractors. The Contractor shall be responsible for ensuring that all Contractor personnel and subcontractors are all familiar with these and any other applicable permits, including referenced documents, their potential impact on the proposed work, and the measures needed to maintain compliance with these permits and authorizations. The Contractor will be responsible for all fines and fees associated with not obtaining the proper permits or authorizations, not following the permit conditions, and improper documentation or reporting required by regulatory authorities.

4.3 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection for all items set forth herein. The Contractor shall record on Daily Quality Control reports any problems in complying with laws, regulations, ordinances, and project permits and any corrective action taken (See Section 5 for daily reporting requirements).

4.4 ENDANGERED SPECIES PROTECTION

The Contractor shall not impact any protected marine species. Construction operations shall be limited to daylight hours only. The Contractor will instruct all personnel associated with the project of the potential presence of protected species (e.g. sea turtles, manatees, gulf sturgeon) in the waters adjacent to the project area, the need to avoid collisions with these protected species, and specific regulatory measures to protect these species. The Contractor and all personnel shall follow all species protection measures required by regulatory authorizations (e.g., Sea Turtle and Smalltooth Sawfish Construction Conditions, Standard Manatee Conditions for In-Water Work, and Vessel Strike Avoidance Measures and Reporting for Mariners). All construction personnel will be advised that there are civil and criminal penalties for harming, harassing, or killing marine species that are protected under the Endangered Species Act of 1973. The Contractor will be held responsible for any protected, threatened or endangered species harmed, harassed, or killed as a result of construction activities.

Any collisions with a sea turtle, manatee or gulf sturgeon, or sighting of any injured or incapacitated animal will be reported immediately to the Owner, Engineer and all other organizations/individuals as required by regulatory authorizations. The Contractor will be required to abide by and implement all safeguards, reporting criteria, special operating conditions, lighting requirements, and other measures required by



State and Federal permits to protect endangered species potentially occurring within and adjacent to the project limits during the entire period of construction.

The Contractor shall maintain an Environmental Log detailing all incidents, including sightings, collisions with, injuries, or killing of sea turtles or other marine species occurring during the contract period. The log shall be recorded on a standardized form developed by the Contractor and accepted by the Owner and Engineer; the form is to be entitled "Environmental and Endangered Species Reporting Log." Copies of the log and all supporting data in its original form shall be forwarded directly to the Owner and Engineer within 10 days of recording. Following project completion, the Contractor shall submit an Environmental Final Summary Report summarizing the above incidents and sightings to the Owner and Engineer.

4.5 ENVIRONMENTAL PROTECTION CERTIFICATION LETTER

Within ten (10) calendar days after Notice to Proceed, the Contractor will submit in writing a Letter of Understanding clearly acknowledging receipt, review, and understanding of all environmental permits applicable to the project and the conditions in the permits, environmental protection outlined in this Section, and as defined by all applicable regulations, requirements, and conditions of all Federal, State, and local environmental permits and authorizations. The Contractor must also acknowledge responsibility for ensuring that all Contractor personnel and subcontractors are all familiar with these and any other applicable permits, including referenced documents, their potential impact on the proposed work, and the measures needed to maintain compliance with these permits and authorizations. The Contractor must acknowledge responsibility for all fines and fees associated with all environmental protection violations, not obtaining the proper permits or authorizations, not following the permit conditions, and improper documentation or reporting required by regulatory authorities.

4.6 NOTIFICATION

The Owner or Engineer will notify the Contractor in writing of any observed noncompliance with the aforementioned federal, state, or local laws, regulations, and permits and other elements of Environmental Protection. The Contractor will, after receipt of such notice, inform the Owner and Engineer of proposed corrective action and take such action as may be accepted. If the Contractor fails to comply promptly, the Owner or Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted for any such suspension, and any additional costs incurred by the Contractor shall be paid by the Contractor at no additional cost to the Owner.

The Contractor will immediately notify the Owner and Engineer, in writing, of the occurrence of any environmental incidents or violations of the permit requirements or environmental protection laws.

4.7 REEF MATERIAL PROTECTION

The Owner, Engineer, and FWC have reviewed the proposed reef material for regulatory authorization compliance and confirmed the material is suitable for artificial reef deployment. Appendix A and B provides a draft inventory of the approved reef materials. The Contractor shall be responsible for ensuring the reef material remains suitable for deployment throughout the handling, loading and transport process. The Contractor shall ensure the materials remain free of soils, oils and greases, debris, litter, putrescible substances, and other pollutants as required by regulatory authorizations. Should the materials become contaminated during the handling, loading, and transport process, the Contractor shall be responsible for cleaning the material to the satisfaction of the Owner and Engineer prior to deployment or disposing of and replacing any contaminated units.



4.8 PROTECTION OF ENVIRONMENTAL RESOURCES

A. General

It is intended that the land and water resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in the present condition or be restored, after completion of construction, to a condition that will appear to be natural and not detract from the appearance of the project. As much as possible, the Contractor will confine his construction activities to areas defined by the plans and specifications. Where vegetation must be impacted for purposes of accessing the stockpiled artificial reef material, the Contractor shall minimize the limits of impact to the greatest extent practical; mark areas for review and acceptance by the Owner, Engineer and property owner; and impact only those areas specifically accepted for necessary work. Driving of vehicles and stockpiling or placement of equipment or materials outside the limit of accepted work areas is specifically prohibited.

B. Work Area Limits

1. The Contractor's field offices, staging and stockpile areas, and temporary facilities will be placed in areas accepted by the Owner or described on the Drawings. Temporary movement or relocation of the Contractor facilities will be made only upon acceptance by the Owner.
2. Prior to any construction, the Contractor will mark the areas that are not required to accomplish all work to be performed under this contract. Isolated areas within the general work area that are to be saved and/or protected will also be marked or fenced. Markers must be clearly visible during all construction times and operations. The Contractor will convey to his personnel the purpose of marking and/or protection of all necessary objects.

C. Disposal of Wastes

Solid wastes (excluding clearing debris) shall be placed in containers that are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. The Contractor shall transport all solid waste off the properties within the project limits and dispose of it in compliance with federal, state, and local requirements for solid waste disposal. Discarded materials other than those that can be handled in the solid waste category will be handled as directed by the Owner.

D. Dispensing of Fuel

The Contractor shall take all responsible precautions to prevent fuel spills or contamination of the ground with fuel. Fuel dispensers shall have a 4-foot square, 16-gauge metal pan with borders banded up and welded at corners right below the bibb. Edges of the pans shall be 8-inch minimum in depth to ascertain that no contamination of the ground takes place. Pans shall be cleaned by an approved method immediately after every dispensing of fuel and wastes disposed of offsite in an approved area. Should any fuel spills occur, the Contractor shall immediately notify the Owner, Engineer, property owner, and any other required parties and immediately remove the contaminated ground and dispose of it offsite at an approved facility.

E. Disposal of Chemical Wastes

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local regulations.

F. Disposal of Discarded Materials



Discarded materials other than those that can be included in the solid waste category shall be handled as directed by the Owner or Engineer.

4.9 PROTECTION OF WATER RESOURCES

A. General

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. The Contractor shall conduct his operations in a manner to minimize run-off and erosion, and shall conform to all water quality standards as prescribed by Chapter 63-302 of the Florida Administrative Code. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities that are included in this contract.

B. Marine and Estuarine Resources

The Contractor shall avoid impacts to any protected species and marine resources such as existing artificial and natural reefs, seagrasses, and marsh habitat within Choctawhatchee Bay, the Gulf of Mexico and connected waterbodies. Construction shall be limited to daylight hours only. Care shall be taken to avoid impacts to reefs, oysters, seagrasses, marsh, and any other resources or habitat in shallow marine or estuarine waters. All personnel should be advised there are civil and criminal penalties for damaging natural resources.

C. Navigation

The Contractor's equipment shall remain within navigable water depths to avoid equipment groundings or impacts to submerged aquatic resources. The Contractor shall maintain current navigational charts of all work and transport areas at all times aboard the deployment and support vessels. The Contractor shall not obstruct navigation channels during material loading, transport or deployment operations. All vessels shall operate at minimum speeds necessary to maintain steerage while operating in shallow waters or channels where the draft of the vessel provides less than 3 feet clearance from the bottom. The Contractor shall immediately stop work and notify the Owner, Engineer, and Florida Fish & Wildlife Conservation Commission of any collision with or injury to submerged natural resources (e.g., reefs, seagrasses, etc.) or protected species (e.g., manatees, turtles, etc.).

D. Washing and Curing Water

Wastewaters directly derived from construction activities shall not be allowed to enter open surface waters or waters of the State. Any wastewater generated shall be collected or controlled through retention ponds or other environmental controls where suspended materials can settle out or the water evaporation can separate pollutants from the water.

E. Oil Spill Prevention

The Contractor shall prevent oil, fuel, or other hazardous substances from entering the ground, drainage system, or local bodies of water. Containment, diversionary structures, or equipment shall be implemented by the Contractor to prevent discharged oil from reaching a watercourse. Should a spill occur, the Contractor shall take immediate action to contain and clean up any spill of oily substances, petroleum products, or hazardous substances and immediately report such spills to the Owner and Engineer. The Contractor shall supply oil spill containment materials such as oil booms and absorbent materials at each site and offshore conveyance where the potential for an oil spill may exist.

Section 13 of the River and Harbor Act of 1899 prohibits any pumping or discharging of bilge water containing oil or any other pollutants into navigable waters or into areas which would permit the flow of



oil or other pollutants into such waters. Violation of this prohibition is subject to penalties provided under the referenced Act.

Liabilities: The Contractor shall be liable for the damage caused by oil or fuel spills when it can be shown that materials were discharged as a result of willful negligence or willful misconduct. The penalty for failure to report the discharge of oil shall be in accordance with state and federal laws.

F. Turbidity

The Contractor shall use whatever special equipment or methodology necessary to load the reef materials on the offshore conveyance and place the materials at the proposed artificial reef site(s) in a manner to avoid picking up quantities of sand or soil that might cause turbidity violations. The Contractor shall ensure that all employees involved in loading and placing material in the water understand the causes of turbidity and need to avoid water quality violations.

Contractor shall conduct his disposal operations in accordance with FDEP permits requiring that all artificial reef construction shall commence in a manner to minimize turbidity and shall conform to all water quality standards as prescribed by Chapter 62-302, Florida Administrative Code and as required by approved permits. If the Contractor violates any condition of any Permit or work is stopped by any public entity, any additional costs incurred by the Contractor, including any fines, shall be paid by the Contractor at no additional cost to the Owner.

4.10 PROTECTION OF AIR RESOURCES

A. General

The Contractor shall continuously monitor and manage all construction activities to comply with the following requirements for environmental pollution prevention.

B. Noise

The Contractor shall make all possible efforts to minimize noise pollution. The Contractor will keep construction activities under surveillance and control to minimize damage to the environment by noise and to comply with all federal, state, and local noise ordinances. All equipment shall be equipped with satisfactory mufflers or other noise abatement devices. The use of horns, bells or the use of whistle signals shall be held to a minimum necessary in order to ensure as safe and as quiet an operation as possible.

C. Air Pollution

The Contractor will keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Florida (Florida Statue, Chapter 403 and others) and all Federal emission and performance laws and standards.

4.11 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor will train his personnel in all phases of environmental protection. The training will include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities to ensure adequate and continuous environmental pollution control. Quality Control and supervisory personnel will be thoroughly trained in the proper use of monitoring devices and abatement equipment, and will be thoroughly knowledgeable of Federal, State,



and local laws, regulations, and permits. Quality Control personnel will be identified in the Quality Control Certification Letter submitted in accordance with Section 5.

4.12 PRESERVATION AND RECOVERY OF HISTORIC, ARCHEOLOGICAL, AND CULTURAL RESOURCES

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

4.13 POST-CONSTRUCTION CLEANUP

The Contractor will be responsible for cleaning and restoring all construction areas (material stockpile, work, staging, loading, and access areas) to pre-construction conditions to the satisfaction of the Owner and Engineer prior to demobilization. Post-Construction Cleanup shall include removal of all Contractors' equipment and the removal and disposal of all waste generated during the construction process. The Contractor will not abandon any equipment or materials at any of the work areas, haul routes, etc. unless accepted otherwise in writing by the Owner, Engineer and Property Owner. The Contractor shall be responsible for repairing any environmental damage to any of the work, stockpile, staging, loading, and access areas. The Contractor shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer.

4.14 PRESERVATION AND RESTORATION OF LANDSCAPE AND MARINE RESOURCE DAMAGES

The Contractor will restore all upland landscape features and marine resources (seagrass, reefs, etc.) damaged or destroyed during construction operations within and outside the limits of the approved work areas. The Contractor shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer.



PART 5 - QUALITY ASSURANCE AND QUALITY CONTROL

5.1 GENERAL

The Contractor shall be solely responsible for assuring the quality of all work conducted by the Contractor or its subcontractors in association with the contract for this project. The Contractor will establish and maintain an effective quality control system in compliance with the Contract Documents and General Conditions. The quality control system will consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system will cover all construction operations, both onsite and offsite, and will be keyed to the proposed construction sequence. The Contractor shall designate a Quality Assurance (QA) Officer for this contract to assume responsibility for compliance with all requirements of this contract including permit conditions, easements, statutes, laws and applicable regulations. The QA officer will be held responsible for the quality of work on the job and is subject to removal by the Owner or Engineer for non-compliance with quality requirements specified in the Contract and Specifications. The QA Officer in this context will mean the individual with the responsibility for the overall management of the project including quality and production.

5.2 QUALITY CONTROL CERTIFICATION LETTER

Within ten (10) calendar days of receiving the Notice of Award, the Contractor will submit to the Owner and Engineer a Contractor Quality Control (CQC) Certification Letter for review and acceptance. The letter must state that the Contractor maintains a CQC system fulfilling all requirements outlined in this section. The letter will state the designated QA/QC officers. Further definition or clarification of the CQC system may be requested by the Owner.

5.3 CONTRACTOR QUALITY CONTROL SYSTEM

The Contractor shall provide the Owner access to all QC procedures, data, and reports at any time at the request of the Owner. All costs related to activities associated with QA/QC shall be borne by the Contractor. The Contractor shall revise the CQC system at the discretion of the Owner and Engineer. Owner and Engineer accepted of the CQC Plan shall be a required prerequisite to the start of construction.

The CQC system shall include but not be limited to the following:

- A. Appointment designating a QA Officer(s), describing responsibilities, providing qualifications and delineating the line of authority and organizational reporting requirements of the QA Officer.
- B. Personnel Training: Personnel responsible for initial training and dissemination of updated information throughout the term of the contract shall be specified as well as a comprehensive list of training issues covered. Training shall include review of all applicable Technical Specifications; permit conditions; licenses, easements, statutes, laws, and other regulations; environmental resource protection; methods of detecting and avoiding pollution; and statutory and contractual pollution standards. QA/QC and supervisory personnel shall be thoroughly trained in the proper use of pollution monitoring devices and abatement equipment and shall be thoroughly knowledgeable of applicable Federal, State, and local laws, regulations, permits, easements and other applicable requirements.
- C. Quality Control Methods: Methods shall include those requirements specified for environmental protection, equipment, verification of the barge position, and any other methods the Contractor proposes to assure the quality of their work. These methods shall also be used for any and all work that will be performed by subcontractor(s).
- D. Reporting: Reporting requirements shall be specified in the CQC system. The Contractor is required to prepare and submit to the Owner and Engineer the Daily CQC Report. The daily reports shall include all work activity, weather and sea conditions, personnel, on-site materials and equipment list, and/or barge surveys for all barge loads from the first day of mobilization through the last day of work, including site



restoration. Reports in electronic format shall be provided to the Owner or Engineer daily and signed hardcopies of the daily reports shall be submitted weekly. Each report shall describe each day's work and include a narrative describing the length and nature of any delays in work. With the CQC Certification Letter, the Contractor shall provide a sample daily report for Engineer review and acceptance. The daily report shall include, at a minimum:

1. Project name
 2. Contractor's name and contact information
 3. Date of report
 4. Weather conditions
 5. Work performed
 6. On-site materials and equipment
 7. Quantity of materials loaded, transported, deployed, etc. (including barge displacement measurements and calculations)
 8. Problems/delays/issues
 9. Environmental compliance/Species sightings/Environmental issues (indicating whether all operations remain within compliance, species, sightings, etc.)
 10. Instructions given/received
 11. Deviations from the Drawings and/or Specifications
 12. Certification statement by the Contractor with the Contractor's signature verifying the reported information
- E. QA Inspections: All compliance inspections conducted by the Contractor, Owner or the Engineer shall be individually recorded on the daily CQC Report. The inspector shall also record the recommended corrective action to be taken and shall conduct a follow-up inspection within 24 hours to ensure compliance with the corrective action.
- F. QA/QC Deficiencies: The Contractor is responsible for implementing any corrective actions recommended by the Quality Assurance Officer, Owner or Engineer. Reported deficiencies shall require follow-up inspection within 24 hours by the Contractor and/or the Owner. Recurring deficiencies in an item or items may indicate inadequacies in the Contractor's CQC System, and the Contractor may be required to revise the System as directed by the Owner/Engineer and advise appropriate personnel of any modifications required.

5.4 COORDINATION MEETING

The Contractor will meet with the Owner and Engineer to discuss the Contractor's quality control system and general construction operations. Meeting topics shall include review of the daily CQC Report and administration of the system for both onsite and offsite work. There may also be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

5.5 NOTIFICATION OF NONCOMPLIANCE

The Owner or Engineer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor will take immediate corrective action after receipt of such notice. Such notices may be delivered to the Contractor at the work site or sent electronically and will be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Owner or Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been



taken. No part of the time lost due to such stop orders will be made the subject of claim for extension of time or for excess costs or damages by the Contractor.



PART 6 - SAFETY AND CONFLICTS

6.1 GENERAL

The Contractor shall at all times protect the safety of the general public and all personnel within and immediately adjacent to all active construction areas, including material stockpile, loading, staging, and access areas and haul routes. The contractor shall notify the Owner and Engineer immediately of any concerns or issues relating to potential safety conflicts between work activities and the general public and immediately following any accidents.

6.2 SAFETY CERTIFICATION LETTER

Within ten (10) calendar days of the Notice of Award, the Contractor will submit to the Owner and Engineer a letter stating that the Contractor maintains a plan for all safety and inspection procedures and that designates personnel responsible for supervising accident prevention activities and insuring compliance with safety measures. The minimum safety requirements are defined below. The Contractor shall maintain Safety procedures and overseeing personnel as well as a maintenance of traffic plan.

6.3 SAFETY

- A. The Contractor shall implement and maintain all safety and inspection procedures and designate personnel responsible for supervising accident prevention activities and ensuring compliance with safety measures. The Contractor shall implement and maintain safety procedures which shall include but not be limited to the following:
1. Letter of Appointment: Designating a Safety Officer(s), describing responsibilities, providing qualifications and delineating the line of authority and organizational reporting requirements of the Safety Officer.
 2. OSHA Standards: The Contractor shall review the latest U.S. Army Corps of Engineers Manual, General Safety Requirements EM 385-1-1, and the latest Occupational Safety and Hazard Agency (OSHA) standards, become fully knowledgeable of the personal protective equipment that must be provided workers, be familiar with the safety standards applicable to the prevention of accidents during the construction of this project, and comply with all applicable provisions.
 3. Medical Emergencies Plan: The criteria for designating a medical emergency and the procedures to be followed shall be specified by the Contractor. These procedures shall include local information relative to emergency treatment facilities and methods of transporting personnel if necessary.
 4. Weather Conditions: The Project Area may be affected by tropical storms and hurricanes and by windy and/or rainy weather, including severe electrical storms. The Contractor shall be responsible for obtaining information concerning conditions that could influence project operations prior to making a bid.
 5. Hurricanes and Severe Storms Plan: The Contractor shall monitor the NOAA marine weather broadcasts and other local commercial weather forecasting services throughout construction operations. The Contractor shall notify the Owner and Engineer at the time of any decision to move equipment in preparation for potential storms. The Contractor shall prepare and implement a Hurricane and Severe Storms Plan including, but not limited to, the following:
 - a. Prioritized Methods for Storm Preparations: The Contractor shall prepare a schedule and prioritized list of actions to be taken in the event of an impending storm and assign personnel to each action. The Contractor shall specify how each piece of equipment will be secured in place or moved to a safe harbor including the details of all required equipment (e.g., tugs: size, capacity, number; work boats: size, capacity, number; storm anchors: type, size number;



chain or line: size, lengths, etc.). The Contractor shall indicate action upon the following events:

- 1) Action to be taken within 24 hours of a severe or tropical storm.
- 2) Action to be taken within 72, 48, and 24 hours of an impending hurricane.

6. Maintenance of Traffic Plan (as necessary): The contractor shall implement a Maintenance of Traffic Plan including, at a minimum, designation of access and haul routes to and from stockpile and waterside staging areas and safety features such as FDOT-approved warning signs at all areas where heavy equipment and/or trucks will be entering major roadways. The plan shall require all trucks and hauling equipment (e.g. trailers, etc.), as well as their operators, are approved by the FDOT and any other applicable regulatory agencies. Proper licenses, certifications, and/or authorizations shall be maintained with the vehicles, equipment, and/or operators at all times throughout construction.

6.4 ACCIDENTS

- A. All accidents causing personal injury, death, or property damage shall be reported to the Owner and Engineer immediately. The Contractor shall provide such equipment and medical facilities and notify emergency medical personnel as necessary to supply first aid service to anyone who may be injured in connection with the performance of the work, on or adjacent to the site. The Contractor shall prepare an accident report providing full details of the accident including statements from witnesses.

6.5 TRAFFIC SAFETY

- A. The proposed material transport routes are shown in the Construction Drawings. The Contractor shall adhere to these haul routes unless otherwise proposed in the Deployment Plan and accepted by the Owner.
- B. The Contractor shall provide and maintain fencing, barricades, warning signs/signals, and/or a flag person in the project area as necessary to ensure public safety as required by local, State, or Federal regulations.

6.6 FDOT REGULATIONS

- A. All trucks and upland hauling equipment utilized by the Contractor, as well as the personnel operating the equipment, shall be approved by the Florida Department of Transportation as well as any other applicable regulatory authority, and proper licenses, certifications, and/or authorizations shall be maintained with the vehicles or equipment at all times throughout the work. The Contractor shall be familiar with the weight and specifications (height, width, etc.) of all equipment and materials and restrictions (height, weight, width, etc.) of all roadways and bridges that are necessary to perform the work. The Contractor is responsible for adhering to all weight and traffic regulations on all roadways. The Contractor shall adhere to the proposed haul route shown in the Construction Drawings unless otherwise documented in the Deployment Plan and accepted by the Owner.
- B. The Contractor shall be liable for any damage caused by hauling or transport operations when it can be shown that damage resulted from willful negligence or willful misconduct. The Contractor shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer.

6.7 U.S. COAST GUARD REGULATIONS

- A. All personnel and equipment necessary to load, transport, and deploy artificial reef materials offshore (barges, tugs, support vessels, cranes, etc.) shall be in compliance with U.S. Coast Guard standards and any other applicable State or Federal regulations for safe offshore transport. All vessels and personnel shall be U.S. Coast Guard certified, and all ocean-going vessels (tugs, barges, etc.) shall be ABS certified



with current certificates of inspection and be capable of working in at least two ft. seas and other such wind, weather, and sea conditions typical to the northern Gulf of Mexico.

6.8 EXCLUSION OF THE PUBLIC

- A. The contractor shall secure all working areas (stockpile, staging, loading, deployment, etc.) and exclude the public from the immediate work areas at all times during construction. If the Contractor is not able to keep and maintain the public at a safe distance from construction activity, the Contractor shall notify the Owner and Engineer immediately.

6.9 CONFLICTS

- A. The Contractor is advised that construction work by other contractors may be occurring at the same time as the proposed work. The Contractor shall direct all concerns or issues relating to potential work conflicts to the Owner and Engineer immediately upon discovery.



PART 7 - ARTIFICIAL REEF MATERIALS

7.1 GENERAL

All materials proposed for artificial reef deployment shall consist of clean, re-purposed concrete materials from the proposed locations provided in the Construction Drawings and these specifications. Per the regulatory authorizations, the materials shall be free of soils, oils and greases, debris, litter, putrescible substances, and other pollutants. The materials shall be solid and of sufficient weight to remain stable once deployed. The Contractor shall utilize only the approved materials described in these specifications and inventoried in Appendix A and B unless specifically authorized by the Owner or Engineer.

7.2 APPROVED REEF MATERIALS

- A. The Owner, Engineer, and FWC have reviewed the proposed reef material for regulatory authorization compliance and confirmed the material is suitable for artificial reef deployment. The Contractor shall be responsible for ensuring the reef material remains suitable for deployment throughout the handling, loading and transport process. The Contractor shall ensure the materials remain free of soils, oils and greases, debris, litter, putrescible substances and other pollutants as required by regulatory authorizations. Should the materials become contaminated during the handling, loading, or transport process, the Contractor shall be responsible for cleaning the material to the satisfaction of the Owner or disposing of and replacing any contaminated units.
- B. The approved materials generally consist of large pre-cast concrete and concrete and steel military targets at Eglin AFB Range C-72 and C-74. Additional approved material currently stockpiled at the Okaloosa County Wright Landfill generally consists of, but are not limited to, pre-cast culverts, manholes, junction boxes, and bridge beams. Material from both locations includes both steel reinforced and non-reinforced concrete units.
- C. The Contractor may propose to "nest" culverts during transportation and deployment as accepted by the Engineer. All proposed methods of material "nesting" shall ensure the materials are transported and secured in a safe manner that results in no structural damage to the concrete units.
- D. The Contractor shall be responsible for ensuring the concrete meets the requirements of the FDEP and DOA regulatory authorizations. This shall include washing concrete to remove any loose dirt or debris; cutting off exposed rebar, metal, or wire protruding from the concrete units to a maximum length of 1 – 2 inches; and any other work necessary to ensure the material meets regulatory authorization requirements and inspection by the Owner, Engineer, regulatory agencies or their commenting agencies (e.g. U.S. Coast Guard, FWC, NOAA, etc.).
- E. The Contractor shall cut or trim any exposed rebar, wire, or metal casing that extends beyond 2 inches from the surface of the concrete to prevent safety hazards to divers and potential snags by fishing gear. Large diameter rebar, with both ends encased in concrete, utilized for lifting lugs may be left in place. Any rebar not used as a lifting lug or with exposed ends shall be trimmed. Any rebar, wire, and/or metal casing shall be trimmed to a maximum length of 1 – 2 inches from the concrete surface, or as close as practical, to prevent line entanglement and safety hazards to divers.
- F. A preliminary list of approved materials is provided for Contractor review in Appendix A and B. All materials approved for offshore deployment have been field-labeled (spray painted with a red "R" or red inventory identification number) to assist the Contractor in field identification of approved reef materials. Questionable materials not listed on the inventory or not clearly labeled in the field shall be left in place unless otherwise directed by the Owner or Engineer.
- G. The Contractor shall deploy all materials listed on the inventory or field labeled for artificial reef deployment. However, upon Contractor request, the Engineer may allow the Contractor to not deploy



(leave in place) specific units that have compromised durability or pose significant safety hazards during proposed loading and transport operations.

- H. The Contractor may propose to cut units with a width greater than 10 ft to widths no less than 5 ft, or from a weight greater than 8 tons to a weight no less than 4 tons, as necessary to allow for safe and permissible transportation. The Contractor shall notify the Engineer prior to cutting any concrete or steel units.
- I. The Contractor is not permitted to load or deploy any materials not previously reviewed and approved by the Owner, Engineer, or FWC. The Contractor shall not deploy any materials not listed on the materials inventory without authorization from the Owner and Engineer. There shall be no "white goods" (inoperative or discarded refrigerators, freezers, ranges, water heaters, washers and other similar domestic or commercial appliances), asphalt materials, tires, or other polluting materials used in construction of the reef.

7.3 APPROVED MATERIAL LOCATION

All artificial reef materials shall originate from the Eglin Air Force Base – Range C-72 and C-74, and the Okaloosa County Wright Landfill stockpile areas. The location of these stockpile areas is shown on the Construction Drawings. The Contractor shall not move, handle, load, or deploy any materials that do not originate from these locations or meet the approved material criteria above, unless specifically directed by the Owner or Engineer. Prior to the execution of the work, the Contractor, Owner and Engineer will meet at the existing stockpile areas to field review the existing materials and identify specific stockpiles and material to be utilized for the project.

7.4 MINIMUM WEIGHT

At least 80% of the individual concrete materials loaded shall weigh in excess of 1,000 lbs. and no more than 20% of the reef materials at the time of placement on the vessel for deployment will consist of broken concrete rubble pieces or concrete units weighing between 500 and 1,000 lbs. At no time shall the contractor load, haul or deploy materials weighing less than 500 lbs.

7.5 MATERIAL COMPOSITON

The majority of the concrete targets from Eglin AFB were used to conduct sub-scale testing of advanced penetrator weapons. These subscale penetrator tests use inert (non-explosive) projectiles made of steel, which are propelled at high velocity by a large gun into the concrete targets. A few of the targets were impacted by inert tungsten projectiles and are marked with elemental symbol "W". After the impact test, the projectiles are recovered from the concrete by coring out the area around the projectile if they do not pass through it completely or are not easily recovered by other means. No explosive-containing projectiles were fired into the approved materials. However, because these targets were tested on an active explosives test range, Eglin AFB's Explosive Ordnance Disposal (EOD) office will certify the targets to be free of any explosive hazards prior to being removed from the test range as required by Eglin AFB's standard range procedures. The concrete targets at this site are clean, and do not contain any hazardous material that would result in contamination of the environment. The Contractor shall be provided with a copy of the certification from EOD for their records.

7.6 LIABILITY & RESPONSIBILITY FOR REEF MATERIALS

Upon initiation of the handling and movement of the artificial reef materials, all liability, risk of loss, and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the Contractor. This liability, assumption of risk and responsibility shall remain with the Contractor until the materials are deployed at the permitted reef site(s) in accordance with the contract documents.



PART 8 - ARTIFICIAL REEF CONSTRUCTION

8.1 DEPLOYMENT PLAN

A. The Contractor shall prepare a deployment plan for the artificial reef construction project. Within ten (10) calendar days of the Notice of Award, the Contractor will submit the Deployment Plan for review and acceptance by the Owner and Engineer. The plan shall include the construction schedule (including all work from initial mobilization through demobilization); staging area and access requirements; a list of all work force and equipment required for handling, transport, and deployment operations; deployment methodology describing how the materials will be loaded, transported and deployed; and the qualifications of supervisor(s). The qualifications shall provide a detailed description of the Contractor's experience, including a list of artificial reef deployments within the last 5 years, and understanding of artificial reef deployments. The Contractor's qualifications shall also reference specific experience with artificial reef construction (including loading, transport, and offshore deployment) utilizing repurposed concrete materials. The Contractor shall also provide with the deployment plan documentation of any additional required permits, licenses, authorizations, etc. that may be necessary to perform the work.

B. The Deployment Plan will be reviewed and discussed at the Pre-Construction Conference. Owner and Engineer acceptance of the Deployment Plan shall be a required prerequisite to the start of construction. The Deployment Plan shall include the following:

1. Work Progress Schedule: A Work Progress Schedule shall be developed and provided to the Owner and Engineer showing the time allotted for each of the various tasks. The schedule shall show the various tasks of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract Period. The Schedule shall show the order and interdependence of tasks and the sequence in which the work is to be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each task can be readily measured. Each task shall show a beginning work date and duration. Tasks shall include procurement time for materials, plants and equipment, various tasks involved in mobilization/demobilization, and rate of operations (including anticipated daily volumes of material transported). Additional consideration shall be given to scheduling and coordination required to access the stockpile areas as well as potential weather delays. The list of tasks shall also include milestones when indicated by the Contract Documents.

If the Owner determines that the Schedule submitted by the Contractor is inadequate, the Owner shall return the schedule to the Contractor for correction. The Contractor shall have five (5) calendar days from the date of transmittal to submit a corrected schedule. Failure to provide the revised Schedule in the time specified shall result in withholding of all Contract Payments until the revised Schedule is accepted. This item shall be performed at the expense of the Contractor. Acceptance of the Schedule shall be a required prerequisite to the start of construction. When accepted, this original Schedule shall become part of the Contract Documents and shall constitute the baseline against which progress is measured.

2. Letter or Statement of Appointment designating a Project Construction Manager, describing responsibilities, and providing qualifications.
3. Proposed Equipment List including all equipment required to perform the work (loading, hauling, offshore transport, and deployment). The Contractor shall provide a statement clearly indicating all equipment utilized for the project is properly licensed, certified, approved, and insured in accordance with local, State and Federal law and is sufficient for performing the proposed work within the project schedule and budget.
4. Proposed Construction Methodology including a description of proposed methods for accessing the staging site, material hauling, waterside loading, offshore deployment of materials at the reef



sites (including pre-deployment inspections, anchoring plan, buoy markers, communications, production rates/haul capacity, etc.) and staging site restoration.

5. Exact quantity (tons) of concrete material proposed for artificial reef deployment.
6. Subcontractor list.

8.2 PRE-DEPLOYMENT NOTIFICATION

- A. The Contractor shall prepare and submit the required Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification Form to the USACE, FWC, and Engineer at least 14 days prior to material loading or transport as required by the DOA permit (Appendix C). The Contractor shall not handle, load, transport or deploy materials until the end of the 14-day inspection period. The Contractor is encouraged to submit the required forms earlier than 14 days prior to construction commencement to reduce the potential for construction delays.
- B. The Contractor shall not load, transport or deploy materials if notified by the USACE or FWC that the material is questionable. The Contractor shall only handle, load, transport and deploy materials deemed acceptable by the Owner, USACE and FWC, and only after the 14-day inspection period has expired.
- C. The Owner and Contractor agree to allow the FWC or its designee to conduct on-site inspections of all phases of this artificial reef project before, during, and after the deployment. The Contractor shall document the concrete material on the barge via written reports and photographs at the deployment site immediately before deployment.

8.3 LOADING & TRANSPORTATION

- A. The Contractor shall provide all supervision, labor, and equipment necessary for loading reef construction materials from the current stockpile areas to the proposed waterside loading area, loading the material on a suitable offshore conveyance, transporting the materials offshore to the reef construction sites, and precise placement of the material to create artificial reefs. The Contractor shall maintain any and all necessary permits, licenses, and authorizations for transporting the materials from the existing staging area to the waterside loading area and to the offshore artificial reef site.
- B. The Contractor assumes all liability, risk of loss and responsibility for the safe handling, transportation, and storage of all artificial reef materials. The Contractor shall not drop, push or handle material in such a manner that may compromise the structural integrity of the material. The Contractor shall not load materials that appear (as observed by the Contractor) structurally compromised, do not meet the weight requirements, or do not meet any other requirements within these specifications (clean materials, etc.). The Contractor shall mark these materials and notify the Engineer upon discovery.
- C. The proposed material transport routes are shown in the Construction Drawings. The Contractor shall adhere to these haul routes unless otherwise proposed in the Deployment Plan and accepted by the Owner.
- D. The proposed material loading, handling and hauling operations shall be performed in such a manner as to minimize the work area footprint, reduce damage to upland property, and reduce the potential deterioration of existing access and haul routes.
- E. The Contractor will provide sufficiently powered offshore conveyance (sea-worthy barge and towing vessel, etc.) personnel, and all necessary equipment to transport the material offshore and complete the deployment. The Contractor will allow the Owner or their designee to be onboard the material transport vessel or the Contractor shall provide a support vessel for the Owner or their designee during all offshore transport and deployment operations.



- F. All offshore conveyance equipment (barges, tugs, etc.), support vessels, and operators shall be licensed and approved by the U.S. Coast Guard and any other applicable regulatory authorities and maintain the necessary insurances for the work required.
- G. The Contractor shall only load and transport the volume of material that can be safely placed on the available offshore conveyance, unless the Engineer and waterside loading area property owner approve stockpiling of materials at the waterside loading area. This requirement is intended to reduce additional material handling and eliminate the need for additional waterside staging areas.
- H. Reef material loaded onto the upland and offshore transporting equipment (trucks, trailers, vessels, etc.) must be property secured in compliance with the Florida Department of Transportation, U.S. Coast Guard, and any other applicable regulatory agency standards and regulations to allow for safe transport to the waterside loading area and artificial reef construction site. The Contractor shall be responsible for removing any materials accidentally dropped along upland or offshore transport routes or accidentally dropped or deployed in State Waters outside of the proposed deployment sites (Reef Sites #1 and #2). The Contractor will not be reimbursed for any materials dropped or deployed outside of the proposed reef site(s) and shall be responsible for any damages or costs (e.g., damage to private property or roadways) resulting from such occurrences.
- I. The Contractor shall complete and sign the FWC Artificial Reef Cargo Manifest and Pre-Deployment Notification Form (included within the DOA permit authorization) for each offshore deployment and submit the document(s) to the required regulatory agencies, the Owner, and Engineer a minimum of 14 days prior to offshore deployment. By signing the Pre-Deployment notification, the Contractor certifies that all materials are free from asphalt, petroleum, other hydrocarbons and toxic residues. The Cargo Manifest Form and copies of all regulatory authorizations shall be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 370.25, Florida Statutes.
- J. The Contractor shall estimate the tonnage of reef material on the barge for each deployment prior to departing the waterside staging area. The Contractor shall document the method for calculating the tonnage and perform the measurements and calculations (before and after barge draft calculations) in the presence of the Owner or Engineer in accordance with the proposed measurement procedures discussed in Section 10.
- K. The Contractor shall coordinate material staging and loading to provide a diverse mix of materials at each deployment site (Reef Sites #1 and #2). This coordination shall include necessary planning to ensure that more fragile units (e.g. culverts) are deployed last as to not be damaged during the placement of larger materials (e.g. concrete slabs and targets).
- L. While loading artificial reef materials on the barge, the barge shall be sufficiently moored in protected waters approved for mooring/anchoring. The barges shall be made available to the Owner and Engineer while moored in protected waters to record the pre- or post-deployment waterline of the barge or inspect materials prior to deployment.

8.4 OFFSHORE TRANSPORT AND SUPPORT VESSELS

- A. All offshore work vessels (e.g., tug and/or transport vessel, support vessel(s), etc.) shall meet all U.S. Coast Guard certification and safety requirements, be ABS certified (if required), and be equipped with a working Differential Global Positioning System (DGPS) unit accurate within 1 meter and other marine electronics including a working VHF radio and depth sounder/fathometer accurate to within 1 ft. The GPS system shall be capable of producing location data in both geographic coordinates and State Plane Coordinates, North American Datum of 1983 (NAD83), Adjustment of 2007 (NSRS2007), Florida North Zone.



- B. The Contractor shall provide a support vessel, captain and sufficient crew to assist in the reef construction effort. The support vessel shall be used to place marker buoys at each artificial reef location as a reference for reef material placement. The marker buoys shall be placed, at a minimum, at the four corners and the centroid of the reef, unless accepted otherwise by the Owner or Engineer. The support vessel should be capable of accommodating its crew and three additional individuals — Owner representatives, FWC staff, and/or project sponsors — and their dive gear. After assisting in the construction effort, the support vessel and crew shall be made available to support a minimum of two reef monitoring dives to be performed by FWC agents. FWC will be required to coordinate for these dives with the Contractor prior to artificial reef deployment. The Owner's representative designated as an official observer shall remain on-site during the entire deployment phase of the operation to confirm all deployment operations.
- C. The support vessel shall be equipped with an electronic depth sounder accurate to within 1 ft. and a real-time Differential Global Positioning System (DGPS) accurate within 1 meter and capable of navigating to specific sites. The support vessel — accommodating the Owner representatives, FWC staff, and/or project sponsors — shall verify the maximum vertical relief and footprint of the reefs following construction as required by regulatory authorizations and these specifications. The verification shall occur following each load or partial load of material placed.

8.5 PRE-DEPLOYMENT BOTTOM SURVEY

The USACE regulatory authorization requires a bottom survey within one year prior to artificial reef material deployment. The County performed a bottom survey of the two permitted fish havens (Fish Haven #15 and #16) on January 21, 2013; the report is included within Appendix E. The bottom survey included fathometer transect surveys and visual (scuba diver) observations at the centroids of both areas. The report concluded the bottom conditions within both Fish Haven #15 and #16 consisted of sand substrate with no indication of potential hard bottom. To meet USACE permitting requirements, the Contractor shall perform a second assessment of the bottom conditions prior to artificial reef deployment. The assessment shall be accomplished by diver surveys, submersible video camera, fathometer, depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection may occur at the time of deployment but no more than one year prior to deployment. The Contractor shall notify the Owner and Engineer immediately if submerged natural resources (e.g. seagrass beds, hard bottom, corals, etc.) are observed. The Contractor shall notify the Owner, Engineer, and USACE immediately if evidence of cultural/archeological resources, such as sunken vessels or ballast, are found.

8.6 REGULATORY AUTHORIZATIONS AND CONDITIONS

The Contractor shall maintain copies of all regulatory authorizations, attachments, and cargo manifests onboard the deployment vessel and support vessel(s) at all times. The Contractor shall comply with the Sea Turtle and Smalltooth Sawfish Construction Conditions throughout transport and deployment operations; these Construction Conditions shall also apply to the Gulf Sturgeon. The Contractor shall comply with the Standard Manatee Conditions for in-water work throughout transport and deployment operations. The Contractor shall comply with the Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting guidance for marine turtles and marine mammals throughout transport and deployment operations. The Contractor shall be responsible for ensuring that all permit conditions are met.

8.7 ARTIFICIAL REEF DEPLOYMENT

- A. The Contractor shall have on-site current NOAA nautical charts of the deployment area, with the overall Fish Haven and individual deployment sites (Reef Sites #1 and #2) as well as any adjacent natural reef areas indicated on the chart. The proposed artificial reef coordinates for Reef Sites #1 and #2 (centroid and corner coordinates of the reef site) shall also be in possession of the Contractor when on site.



- B. Effective and reliable communications shall exist at all times between Contractor personnel— including all vessel captains, mates and crew members assisting in the deployment — and with the on-site Owner observer. A marine radio channel shall be designated, used and monitored throughout the offshore transport and deployment operations.
- C. Deployment operations will only be initiated when sea height in the project area(s) is no greater than two to three feet as forecast by the NOAA weather service supporting Destin area waters out 20 nautical miles. Both the Owner and the Engineer have the authority to suspend reef deployment operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met.
- D. During the deployment of the reef material, the transport/deployment vessel shall be sufficiently moored through double anchoring (minimum), be spudded down, or otherwise be held securely in place with minimal movement (+/-10 feet) to ensure accurate placement of the reef materials on the bottom in the designed configuration. In certain situations, where spudding or anchoring is impossible due to depth or current conditions, the materials barge may be held in position by tug or other powered vessel for the deployment operation. In such cases, the Owner or Engineer will be in constant contact with Contractor, the tug, and the barge crew via telephone and/or radio to verify the Contractor is meeting positioning requirements. The Owner or Engineer may require the Contractor to stop offloading at any time to reposition the barge if reef positioning requirements are not being met.
- E. Winds and currents may change offshore conditions rapidly. The deployment of materials may be stopped at any time, as often as required by the Owner or Engineer, to confirm correct placement of the materials by means deemed suitable by the Owner under the prevailing conditions.
- F. The Contractor shall program the exact latitude/longitude coordinates (provided in the Construction Drawings) of each patch reef, as well as the overall artificial reef area, into the deployment vessel's GPS unit. GPS coordinate system for location data will be Geographic, National Geodetic Datum of 1983.
- G. The Contractor's Project Manager shall oversee the temporary marking of the reef deployment location in advance of reef material deployment in order to ensure proper placement of the reef material. The Contractor's proposed plan for marking the reef sites, mooring the barge, and deploying the material must receive Owner or Engineer acceptance prior to commencement of offshore transport. The Contractor shall place 5 temporary marker buoys, one at each of the artificial reef site's four corners (marking the deployment area) and one at the centroid. The markers shall be buoys 16 inches in diameter minimum – clearly visible to the transport vessel captain and sufficiently anchored to not drift during deployment activities and maintain reef location accurately. Precise GPS placement of marker buoys that do not shift position with time will also be required to ensure the reef is constructed as designed. The Owner's observer or Engineer may verify the location of these buoys prior to or throughout deployment operations. The Contractor may elect to use additional buoys for location or deployment control; however, any additional buoys shall be a separate color than the five required markers to easily distinguish the four corners and centroid.
- H. Under no circumstances shall materials be placed in the water without the on-site Owner's acceptance of the barge's final moored position. The Contractor shall receive a verbal authorization from the Owner or Engineer prior to off-loading any materials and shall remain on-site until released by the Owner or Engineer. Precise positioning of the barge is required in order to avoid any impacts from materials to existing artificial or natural reef structures. Offloading of materials may be stopped at any time by the Owner or Engineer in order to make an inspection dive to check placement of the materials or to require repositioning of the barge due to other factors.
- I. The Contractor shall provide a diverse mix of materials within each deployment site. Additionally, an approximately equal volume of material shall be placed at each artificial reef site. Each completed artificial



reef site and the project overall shall contain approximately 70% materials sourced from Eglin AFB Range C-72/C74 and approximately 30% materials sourced from the Okaloosa County Wright Landfill.

- J. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe offloading of materials.
- K. Material shall be deployed in the configuration shown in the Construction Drawings to provide a long-term and stable marine resource with increased habitat complexity. As shown in the Construction Drawings, materials placed within artificial reef site #1 shall be tightly stacked and piled to achieve a vertical relief of 10 – 20 ft. within a square footprint of approximately 50 ft. Materials placed within artificial reef site #2 shall be placed along the centerline of the proposed rectangle area to result in a linear reef approximately 30 – 50 ft. wide, 75 – 100 ft. long, and 5 – 10 ft. high. The Contractor may propose, for acceptance by the Owner and Engineer, alternative deployment configurations within the proposed reef sites to provide enhanced reef complexity and diversity.
- L. The Contractor shall initially place large concrete pieces as a base layer at the centroid or along the centerline of the reef to help stabilize the reef foundation and secondary materials. Following the initial deployment of the base/anchor materials, the Contractor shall survey the reef via underwater camera, fathometer, side scan sonar or divers to record the placement of base/anchor material. The Contractor shall determine if the site will require additional base material; if so, the Contractor shall mark the locations with buoys and GPS for subsequent deployments. Following the successful deployment of anchor/base materials, the Contractor shall deploy secondary material along the centerline and ends of the reef until the desired configuration and relief is achieved. Culverts and other fragile concrete materials shall be deployed last to avoid damage or breakage during deployment of larger materials (concrete slabs or targets).
- M. Any materials with a surface area greater than 50 square ft. on a single side shall be lowered into place with a crane to ensure accurate placement within the designed reef configuration. The contractor may propose, for acceptance by the Owner or Engineer, other placement methods that will ensure accurate placement and minimize the potential for material “drifting” or “sailing” during descent through the water column. Such placement methods may include releasing these units from the surface vertically. The Owner or Engineer may require the Contractor to drop test materials prior to actual deployment to verify accurate placement. This procedure shall be repeated as necessary until it can be assured all materials will be placed within the approved areas as proposed.
- N. The Contractor shall place the artificial reef materials to maximize the stacking and interlocking of individual pieces. The stacking and interlocking of large concrete materials shall create varying sized interspatial spaces or void space and provide shelter to target reef species.
- O. Individual reef materials should not be widely scattered.
- P. The Contractor shall document any deviations or variations from the Owner-accepted Deployment Plan.
- Q. The minimum vertical clearance at Mean Lower Low Water above the highest point of the reef material shall not be less than 38 feet for Reef #1 (Fish Haven 15) and 38 feet for Reef #2 (Fish Haven 16) as specified in the DOA permit for the sites.
- R. Precise placement of all materials is critical to the success of the project and to ensure existing structures at the project site are not impacted. Visibility at the site may be limited and tidal currents can be strong, complicating construction. The Contractor shall provide any and all personnel and equipment and employ whatever methodology necessary and acceptable to the Owner and/or Engineer to construct the reef, as required, in a safe and environmentally sound manner.



- S. The Owner will not pay for materials placed outside the designated deployment locations. The Contractor will be responsible for removing any such materials and relocating them within the proposed reef sites.
- T. The Contractor shall not deploy any materials not included on the approved material inventory or cargo manifest. At no time shall the Contractor deploy or dispose of any unapproved, on-board materials not meeting the regulatory authorizations or contract documents. Any trash, refuse or materials deployed or accidentally dropped by the Contractor shall be removed from State waters at the Contractor's expense.

8.8 POST-DEPLOYMENT RECORDS

The Contractor shall complete the Florida Artificial Reef Materials Placement Report and Post-Deployment Notification for each deployment location or date of deployment. The Contractor shall verify all material transported offshore was accurately placed within the proposed artificial reef construction site(s) and meets the specified deployment depth (relief of the reef) and final depth (clearance above the reef). Per the DOA permit, the Contractor will be required to submit a certified placement report indicating the exact latitude and longitude coordinates of the artificial reef construction site(s), accurate within 5 meters horizontal, and the reef height and water depth, verified utilizing a fathometer or depth sounder accurate to within 1 foot. The placement report shall also include information on the condition of the material at the time of deployment and shall include a statement verifying all material transported offshore was deployed within the proposed artificial reef site(s). The Contractor shall also include representative photographs of the material on the offshore conveyance prior to deployment and, if available, pictures and/or video of the material on the bottom. The Contractor shall attach to the report an as-built drawing that contains the approximate deployment configurations and the height of the material after placement. The report and drawings shall be limited to a few pages per deployment.



PART 9 - PROTECTION OF WORK

9.1 RISK OF LOSS

- A. All construction and associated activities specified in the Contract Documents for this project shall be performed at the sole risk and cost of the Contractor from commencement until final payment by the Owner. Any specific references, contained in the Contract Documents, regarding the Contractor's sole responsibility for risk and cost for the work or any part thereof are not intended to be, nor shall they be construed to be, an exclusive listing of the circumstances in which the Contractor bears the risk of loss. Rather, such specific references are intended only to be exemplary. All loss or damage caused by the nature of the work or work environment, acts of nature such as storms, unusual obstructions to the work, or any other natural or existing circumstances either known or unforeseen that may be encountered in the conduct of the work shall be sustained and borne by the Contractor at its own cost and expense. Notwithstanding any other provision of this Contract, the Contractor's obligation to accept the risk of loss shall exist without regard to the availability of any insurance, either of the Owner or the Contractor, to indemnify, hold harmless or reimburse the Contractor for the cost incurred in making such restoration.



PART 10 - MEASUREMENT AND PAYMENT

10.1 MEASUREMENT AND PAYMENT

This section describes how Line Items will be measured and paid for when making progress payments. Work to be measured is described below in sections listed specifically for each Line Item. Measurement procedures for payment, required quantity survey or procurement documentation and payment restrictions are described in applicable specification sections. The Contractor shall allocate costs for work not specifically mentioned in the Line Items to those line items most closely associated with work involved. Unless there is a specific Line Item for administrative costs, such as Quality Control and Safety, such costs shall be allocated proportionally across all Line Items.

Payment shall be in accordance with the unit prices specified for the work and shall be based on the total weight of concrete artificial reef materials deployed in accordance with these Specifications and the Contract Documents. The Contractor may submit partial payment requests upon completing artificial reef construction at an individual reef site.

10.2 UNIT PRICE PAYMENT ITEMS

A. Line Item No. 1.0, "Artificial Reef Construction":

Payment for contract line item no. (CLIN) 1.0 will be made for costs associated with or incidental to loading, transport, and deployment of approved artificial reef materials within the proposed deployment sites. Associated and incidental costs may include: submittals; providing labor, materials, tools, equipment, and incidentals for the installation of all work components as listed herein and on the drawings; pollution control; and all other appropriate costs in connection therewith or incidental thereto. CLIN 1.0, "Artificial Reef Construction" shall also include all other items of cost required by these specifications for which a separate payment is not provided for herein.

Payment for CLIN 1.0 will be made only for approved artificial reef materials placed within the proposed reef sites in accordance with the Contract Documents. Payment quantities shall be determined by the Contractor and confirmed by the Owner using barge displacement measurements prior to and immediately following offshore transport. No payment will be made for rejected materials, materials that do not comply with applicable sections of these Specifications, and those materials that are defective or damaged during handling or placement. No payment will be made for materials placed outside of the designated reef sites or other activities required to conform to the provisions stipulated within these specifications or the contract documents (e.g., removal and relocation of material placed outside of the proposed sites, etc.).

Measurement: Barge displacement shall be utilized for measurement of material tonnages to determine payments made to the Contractor. The Contractor shall furnish the Owner and Engineer with barge displacement formulas not less than ten (10) work days prior to loading approved reef materials to any barge. The Owner and Engineer shall use methods of measuring and calculating mutually acceptable to the Owner and the Contractor to determine an accurate tonnage of approved reef material on each barge. The Owner or Engineer shall record the waterline length, width, and draft (to the nearest inch) of the barge at all four corners and at the midpoints to calculate the average displacement of water due to the weight of the artificial reef materials. The Owner or Engineer, together with the Contractor, will perform these measurements and calculations before each barge departs the staging area for material deployment and again when the barge returns to shore after the deployment has been completed. The Contractor will provide the measurements of each barge load to the Owner or Engineer for acceptance. The measurements may not be taken while the barge is moving or offshore at the deployment site. The Contractor shall not be paid for quantities that have not been verified and accepted by the Owner or Engineer. In certain situations, as determined by the Owner, truck weigh tickets may be acceptable for verification of tonnage.



Unit of Measure: U.S. Ton (2,000 pounds)

10.3 PAYMENT PROCEDURES

A. Monthly Progress Payment

Monthly progress payments shall be based on the weight of artificial reef material placed in accordance with the Contract Documents and verified by the Contractor and Owner. The Contractor will be eligible for initial progress payment after the first load of material (minimum 400 tons) has been placed within the proposed reef site(s) and accepted by the Owner and Engineer. The Contractor shall submit to the Owner and Engineer for review, not more often than monthly, an Application for Progress Payment filled out and signed by the Contractor. The Application shall describe the Work completed and be accompanied by verified quantity measurements, the placement verification report, and additional supporting documentation as is required by the Contract Documents and also as may reasonably be required by the Owner and Engineer. The Post-Deployment Verification Report shall verify that all material transported offshore was accurately placed within the designated artificial reef construction site(s) at the specified deployment depth (relief of the reef) and final depth (clearance above the reef). The Contractor will be required to submit a certified placement report indicating the exact latitude and longitude coordinates of the artificial reef construction site(s), accurate within 5 meters horizontal, and the reef height and water depth, verified utilizing a fathometer or depth sounder accurate to within 1 foot. The placement report shall also include information on the condition of the material at the time of deployment and shall include a statement verifying all material transported offshore was deployed within the proposed artificial reef site(s). The Contractor shall also include representative photographs of the material on the offshore conveyance prior to deployment and, if available, pictures and/or video of the material on the bottom. The Contractor shall attach to the report an as-built drawing that contains the approximate deployment configurations and the height of the material after placement. The report and drawings shall be limited to a few pages per deployment.

B. Options and Modification CLINS

When additional work is added by modification, existing CLINs funding amounts must be updated, or new CLINs for modification will be created. If contract has option CLINs not yet awarded, option CLINs will appear as zero dollar CLINs until option is awarded by modification. No payment may be requested for Options or Modification CLINs until contract modification has been funded and signed.

C. Final Payment

Upon written notice from Contractor that the Work is complete, the Owner and Engineer will observe the Work within five (5) days of the receipt of the written notice from the Contractor and, if required, will notify the Contractor in writing of all particulars in which the final inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

After the Contractor has completed all such corrections to the satisfaction of the Owner and Engineer and provided any required quality control reports, post-construction verification reports, data requested by the Engineer, guarantees, bonds, certificates of inspection, as-built or record documents, and all other documents as required by the Contract Documents or Owner, and after the Engineer has indicated that the Work is acceptable to the Owner, the Contractor may make application for final payment. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and other data and schedules as the Owner may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of, or filed in connection with, the Work.



Following receipt of the final Application for Payment as described above, the Engineer will review the submitted information and, if acceptable, submit to the Owner a recommendation for payment within seven days after receipt of the final Application for Payment. If the Engineer is not satisfied that the work is completed, the Engineer will return the application to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the application.

-- End of Section --



THIS PAGE INTENTIONALLY LEFT BLANK

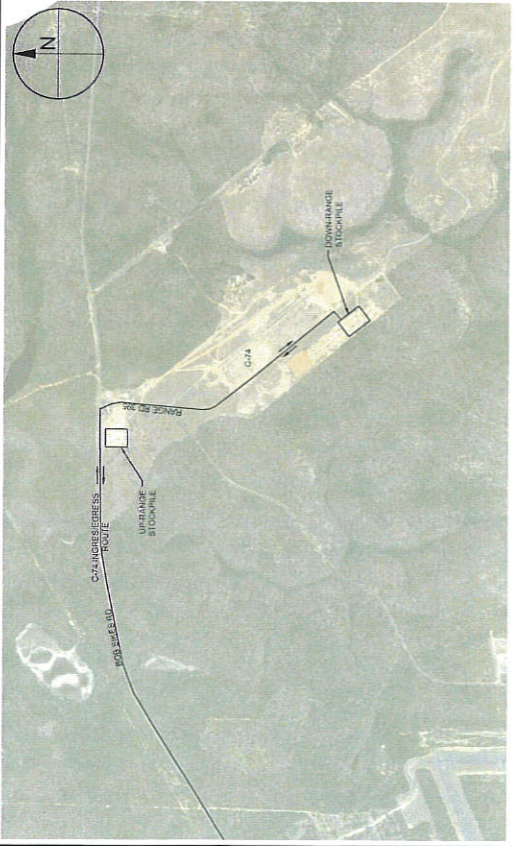
ATTACHMENT B-DRAWINGS

FWC GRANT #15247

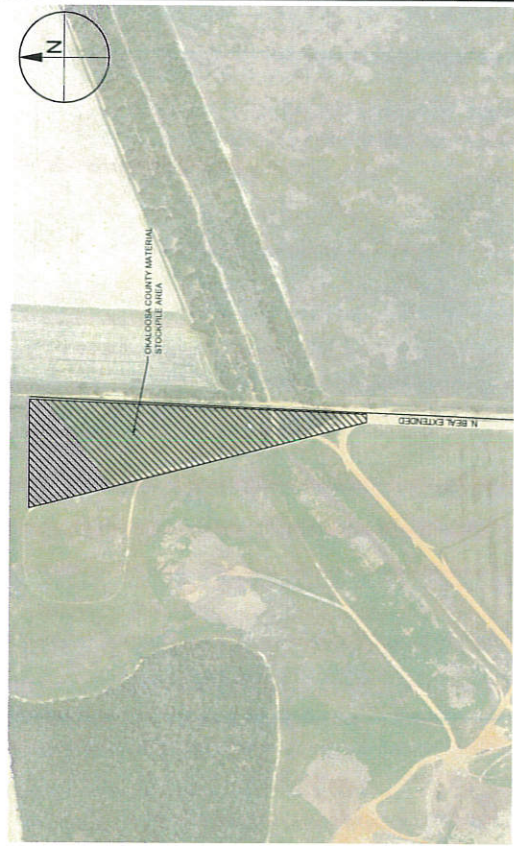
CONSTRUCTION DRAWINGS



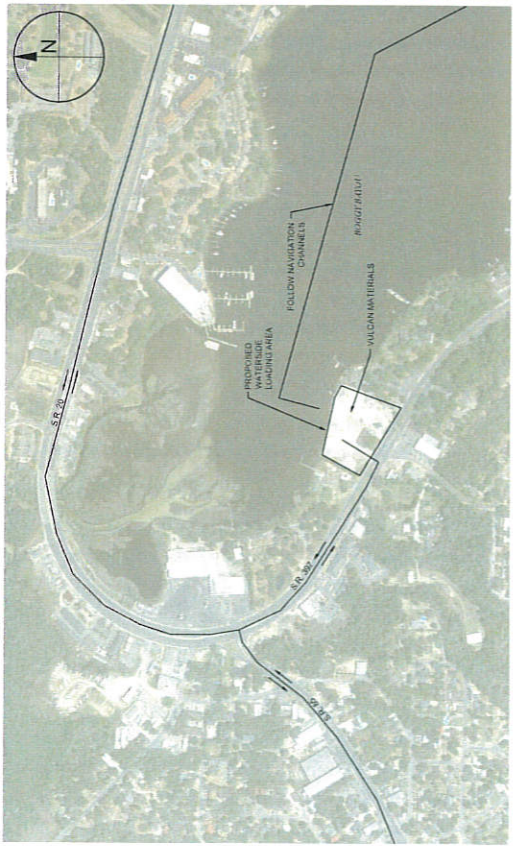
C-72 MATERIAL STOCKPILE AREA
 22534 1" = 800'
 11817 1" = 800'




C-74 MATERIAL STOCKPILE AREA
 22534 1" = 1000'
 11817 1" = 2000'



OKALOOSA CO STOCKPILE AREA
 22534 1" = 800'
 11817 1" = 800'



PROPOSED WATERSIDE LOADING AREA
 22534 1" = 800'
 11817 1" = 800'

 TAYLOR ENGINEERING INC. 1207 W. UNIVERSITY BLVD DEPT. 100, FLOOR 10 DEPT. 100, FLOOR 10 1801-800-7040 1915 DEERWOOD PARK BLVD JACKSONVILLE, FLORIDA 32206 (904) 723-7040 (904) 723-7040 (904) 723-7040 STATE OF FLORIDA REGISTERED PROFESSIONAL ENGINEER	DRAFT SEAL	MATTHEW A. TRAMMELL P.E. # 0224 PROJECT TITLE	OKALOOSA COUNTY ARTIFICIAL REEF CONSTRUCTION PROJECT (FWC GRANT #19274) OKALOOSA COUNTY, FLORIDA	SUNSHINE STATE ONE CALL OF SUNSHINE #11 - ALWAYS CALL 811 BEFORE YOU DIG 1-800-438-4387	PRELIMINARY DRAWINGS - THESE DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY NOTED OTHERWISE TRANSMITTED FOR REVIEW AND APPROVAL ONLY	DATE	REVISIONS / SUBMISSIONS	NO. ZONE	PROJECT NO. C019432	DATE JUN 2018	DESIGNED JMAT	DRAWN AFDDG	CHECKED JMAT	CHECKED JMAT	SCALE AS SHOWN	DRAWING TITLE
						LOADING AND STAGING PLAN							C-3	SHEET 3 OF 6		

APPENDIX B

OKALOOSA COUNTY WRIGHT LANDFILL MATERIAL INVENTORY

Material Inventory

Location: Okaloosa County, Wright Landfill

Inventory Date: 7/8/2016

Estimated Gross (tons)	345.63
------------------------	--------

Description	Inner Dia (in)	Length (ft)	Estimated Weight (lbs)
concrete culvert	21	8.3	1776
concrete culvert	15	8.3	1062
concrete culvert	18	8.3	1394
concrete culvert	24	8.3	2224
concrete culvert	24	8.3	2224
concrete culvert	24	3.3	884
concrete culvert	18	3.6	605
concrete culvert	24	4.3	1152
concrete culvert	36	4	2096
concrete culvert	42	4.3	2941
concrete culvert	48	3	2604
concrete culvert	48	7.7	6684
concrete culvert	30	4	1540
concrete culvert	48	3.2	3435
concrete culvert	30	2.8	1078
concrete culvert	24	2.7	724
MANWAY	N/A	N/A	2250
concrete culvert	24	4.3	1152
concrete culvert	48	3.8	3298
concrete culvert	15	1.7	218
concrete culvert	48	2.5	2170
concrete culvert	18	2.8	470
concrete culvert	48	4.3	3732
concrete culvert	18	3.3	554
concrete culvert	48	4.3	3732
concrete culvert	18	1.9	319
concrete culvert	48	4.3	3732
concrete culvert	18	3.8	638
concrete culvert	48	3.5	3038
concrete culvert	36	4.3	2253
concrete culvert	18	2.1	353
concrete culvert	18	3.6	605
concrete culvert	48	2.2	1910
concrete culvert	15	6.1	781
JUNCTION COVER (round)	N/A	N/A	3238
concrete culvert	42	8.3	5677
JUNCTION (round/broken)	N/A	N/A	4000
JUNCTION COVER (round)	N/A	N/A	3238
concrete culvert	42	4.3	2941
JUNCTION (round)	N/A	N/A	8100
JUNCTION COVER (round)	N/A	N/A	4141

Eglin Small Targets	N/A	N/A	2500
Eglin Small Targets	N/A	N/A	2500
Eglin Small Targets	N/A	N/A	2500
Eglin Small Targets	N/A	N/A	2500
Eglin Small Targets (broken)	N/A	N/A	1625
Eglin Small Targets (broken)	N/A	N/A	1625
Eglin Small Targets (broken)	N/A	N/A	1625
Eglin Small Targets (broken)	N/A	N/A	1625
Eglin Small Targets (broken)	N/A	N/A	1625
concrete culvert	48	4.2	3646
concrete culvert	48	4.2	3646
concrete culvert	48	4.2	3646
concrete culvert	48	4.2	3646
Manhole	60	3	5127
Eglin Manhole w/ Cap	N/A	N/A	14000
Eglin Manhole w/ Cap	N/A	N/A	14000
Eglin Manhole w/ Cap	N/A	N/A	14000
Eglin Manhole w/ Cap	N/A	N/A	14000
Eglin Manhole w/ Cap	N/A	N/A	14000
Eglin Manhole w/ Cap	N/A	N/A	14000
Eglin Manhole	N/A	N/A	14000
Eglin Manhole	N/A	N/A	14000
Eglin Manhole	N/A	N/A	14000
Eglin Manhole	N/A	N/A	14000
Eglin Manhole	N/A	N/A	14000
JUNCTION COVER (round)	56	0.8	1924
JUNCTION COVER (round)	56	0.8	1924
JUNCTION COVER (round)	56	0.8	1924
JUNCTION COVER (round)	72	0.8	3181
Junction Square	N/A	N/A	1000
Junction Square	N/A	N/A	1200
Column	18	7	1856
Column	18	7	1856
Column	18	7	1856

ATTACHMENT C
SPECIFICATIONS

APPENDIX A

EGLIN AFB C-72 and C-74 MATERIAL INVENTORY

Eglin Material Inventory

Date: 4/20/2016
 Site: TA C-74

Density: 150 lb/cf

Inventory #	Description	Dimension (ft)		
1	Slab	10	10	1
2	Slab	10	10	0.75
3	Slab	10	10	0.5
4	Slab	10	10	1
5	Slab	15	6	0.8
6	Slab	15	6	0.8
7	Slab	6	6	1.5
8	Block	6	6	3
9	Block	6	6	3
10	Block	6	6	3
11	Block	6	6	3
12	Block	6	6	3
13	Block	6	6	3
14	Slab	6	6	1.3
15	Slim Slab	10	10	0.3
16	Slim Slab	10	10	0.3
17	Slim Slab	10	10	0.3
18	Slim Slab	10	10	0.3
19	Slim Slab	10	10	0.3
20	Slim Slab	10	10	0.3
21	Slim Slab	10	10	0.3
22	Slab	15	6	1.5
23	Slab	15	6	1.5
24	Slab	6	6	1
25	Slab	6	6	1
26	Slim Slab	10	10	0.3
27	Slim Slab	10	10	0.3
28	Slim Slab	10	10	0.3
29	Steel Cased Concrete	10	10	1
30	Steel Cased Concrete	10	10	1
31	Block	10	2	1
32	Slab	5	5	1
33	Large Slab	15	15	1
34	Large Slab	15	15	1
35	Large Slab	15	15	1
36	Large Slab	15	15	1
37	Large Slab	15	15	1
38	Large Slab	15	15	1
39	Large Slab	15	15	1
40	Large Slab	15	15	0.8
41	Large Slab	10	10	4
42	Large Cylinder	10		6
43	Large Cylinder	10		3

Volume (cf/ea)	Volume (cy/ea)	Weight (lb/ea)	Weight (Tons)
100.0	3.7	15,000	7.5
75.0	2.8	11,250	5.6
50.0	1.9	7,500	3.8
100.0	3.7	15,000	7.5
72.0	2.7	10,800	5.4
72.0	2.7	10,800	5.4
54.0	2.0	8,100	4.1
108.0	4.0	16,200	8.1
108.0	4.0	16,200	8.1
108.0	4.0	16,200	8.1
108.0	4.0	16,200	8.1
108.0	4.0	16,200	8.1
108.0	4.0	16,200	8.1
46.8	1.7	7,020	3.5
30.0	1.1	4,500	2.3
30.0	1.1	4,500	2.3
30.0	1.1	4,500	2.3
30.0	1.1	4,500	2.3
30.0	1.1	4,500	2.3
30.0	1.1	4,500	2.3
135.0	5.0	20,250	10.1
135.0	5.0	20,250	10.1
36.0	1.3	5,400	2.7
36.0	1.3	5,400	2.7
30.0	1.1	4,500	2.3
30.0	1.1	4,500	2.3
30.0	1.1	4,500	2.3
100.0	3.7	15,000	7.5
100.0	3.7	15,000	7.5
20.0	0.7	3,000	1.5
25.0	0.9	3,750	1.9
225.0	8.3	33,750	16.9
225.0	8.3	33,750	16.9
225.0	8.3	33,750	16.9
225.0	8.3	33,750	16.9
225.0	8.3	33,750	16.9
225.0	8.3	33,750	16.9
225.0	8.3	33,750	16.9
225.0	8.3	33,750	16.9
180.0	6.7	27,000	13.5
400.0	14.8	60,000	30.0
471.2	17.5	70,686	35.3
235.6	8.7	35,343	17.7

TOTAL

Volume (cf)	Volume (cy)	Weight (lbs)	Weight (tons)
4,970	184	745,000	372

Eglin Material Inventory Summary

Date: 4/20/2016

Range	Volume (cf)	Volume (cy)	Weight (lbs)	Weight (tons)
C-72	4,310	160	647,000	323
C-74	4,970	184	745,000	372
Total	9,280	344	1,392,000	695

APPENDIX C

REGULATORY AUTHORIZATIONS



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
160 W GOVERNMENT STREET, SUITE 308
PENSACOLA, FLORIDA 32502-5794

RICK SCOTT
GOVERNOR

JENNIFER CARROLL
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

January 25, 2013

Okaloosa County Board of County Commissioners
1804 Lewis Turner Blvd, Suite 100
Fort Walton Beach, FL 32547

Okaloosa County Fish Haven 15
File Number: 46-0315101-001-EG, Okaloosa County

Dear Okaloosa County Board of County Commissioners:

This is to acknowledge receipt of your Notice, (File No. 46-0315101-001-EG), received on November 13, 2012, of Intent to use the Noticed General Permit for the construction of an artificial reef, pursuant to Rule 62-346, and 62-330.600, Florida Administrative Code (F.A.C.). The project is located approximately 1.8 nautical miles south of Okaloosa Island, Latitude 30.3649° N/Longitude 86.7062° W, in the Gulf of Mexico south of Okaloosa County. Based on the forms, drawings, and documents submitted with your application and attached to this letter, it appears that the project meets the requirements for the general permit listed above.

Any activities performed under a Noticed General Permit are subject to general conditions required in Rule 62-330.405, F.A.C. (enclosed), and the specific conditions of Rule 62-330.600(enclosed). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the Noticed General Permit must be completed within five years from the date the Notice to use the Noticed General Permit was received by the Department. Also note that **the construction phase cannot be extended**, per section 6.1.2.1, Volume I of the Applicant's Handbooks.

Please note: This letter confirms that your proposed project qualifies for the Noticed General Permit identified herein, but does not constitute the Department's determination of the wetland boundary depicted in the attached drawings of the property.

Authorization to use sovereignty submerged lands – Required

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under chapters 253 and 258 of the Florida Statutes, and Chapter 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a Letter of Consent under rule 18-21.005(1)(c)(9), F.A.C. and section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this.

Be advised that your neighbors and other parties who may be substantially affected by the proposed activity allowed under this determination of approval of the Noticed General Permit have a right to request an administrative hearing on the Department's decision that the proposed activity qualifies for this general permit. If an administrative hearing is timely requested by a substantially affected person, the finding that the proposed activity qualifies for this general permit must be reconsidered, and it is possible that the hearing could result in a determination that the proposed activity does not qualify for the general permit. Under Rule 28-106.111 of the Florida Administrative Code, a request for such an administrative hearing must be filed with the Department's Clerk in the Office of General Counsel within 14 days of publication of notice in a newspaper of general circulation in the county where the activity is to take place.

The Department will not publish notice of this determination. *Publication of this notice by you is optional and not required for you to proceed.* However, in the event that an administrative hearing is held and the Department's determination is reversed, proceeding with the proposed activity before the time period for requesting an administrative hearing has expired would mean that the activity was conducted without the required permits.

If you wish to limit the time within which all substantially affected persons may request an administrative hearing, you may elect to publish the notice of rights of substantially affected persons, at your own expense one time only in the legal advertisement section of a newspaper of general circulation in the county where the activity is to take place. If you wish to limit the time within which any specific person(s) may request an administrative hearing, you may provide such person(s), by certified mail, a copy of this determination.

For the purposes of publication, a newspaper of general circulation means a newspaper meeting the requirements of Sections 50.011 and 50.031 of the Florida Statutes. In the event you do publish this notice, within seven days of publication, you must provide to the following address a certification or affidavit of publication issued by the newspaper. If you provide direct written notice to any person as noted above, you must provide to the following address a copy of the direct written notice: Department of Environmental Protection, at 160 W. Government Street, Pensacola, Florida 32501-5740.

NOTICE OF RIGHTS OF SUBSTANTIALLY AFFECTED PERSONS

Use of the Noticed General Permit authorized by Rule 62-330.600, F.A.C. is hereby granted. This determination is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this determination.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Subsection 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any

persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Subsection 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

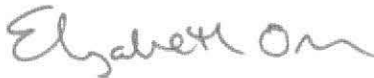
Any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, 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.

A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency.

If you have any questions, please contact Heather Mason at the letterhead address above, by phone at (850) 595-0608, or by e-mail at Heather.Mason@dep.state.fl.us. When referring to this project, please use the file number listed above.

Executed in Escambia County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Elizabeth Mullins Orr
Program Administrator
Submerged Lands & Environmental
Resource Program

Enclosures: Drawings (7 pages)
Rule 62-330.405, F.A.C., General Conditions (2 pages)
Rule 62-330.600, F.A.C., NGP for the Construction of Artificial Reefs (1 page)

c: U.S. Army Corps of Engineers
Scott Henson, Agent
Jon Dodrill, FWC

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit, including all copies,
was mailed or emailed before the close of business on
January 25, 2013 to the above listed persons.

FILING AND ACKNOWLEDGMENT

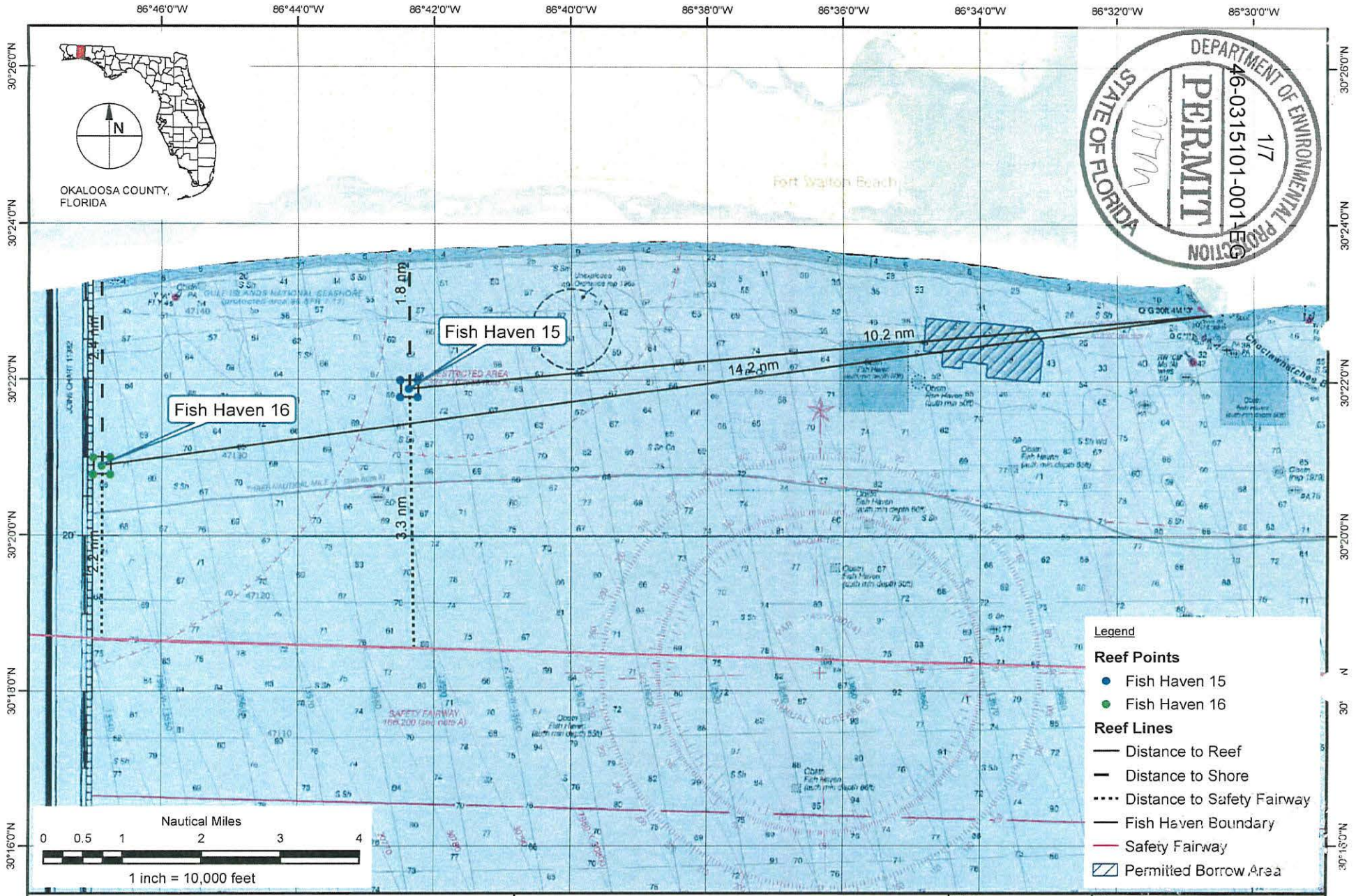
FILED, on this date, pursuant to Section 120.52(7),
Florida Statutes, with the designated Department Clerk,
receipt of which is hereby acknowledged.

Clerk

Date

Branchy Bass

1/25/2013



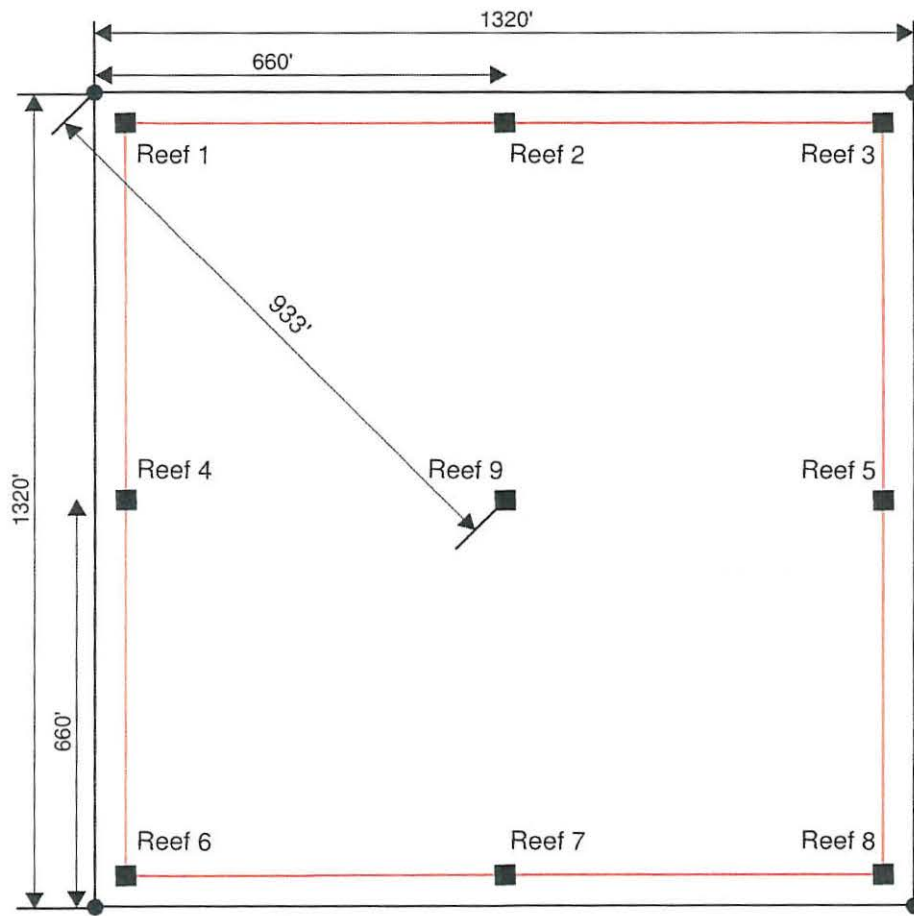
Taylor Engineering Inc.
10151 Deerwood Park Blvd.
Bldg. 300, Suite 300
Jacksonville, FL 32256
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
FISH HAVEN 15 & 16
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FLORIDA

PROJECT	C2012-052
DRAWN BY	PL
SHEET	1 of 3
DATE	OCT 2012

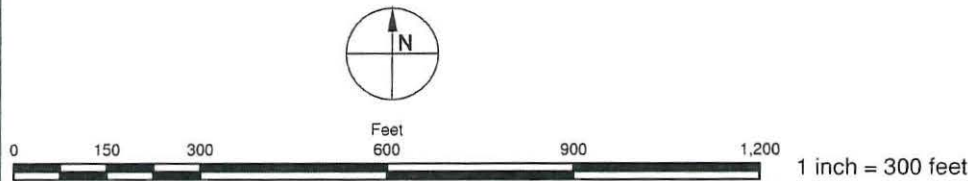
SEAL

 MATTHEW E. TRAMMELL, P.E. # 60344
 DATE 11/12



Legend	
●	Corner Points
■	Reef Locations
— (red)	50' Offset
— (black)	Fish Haven Boundary


Fish Haven 15					
Name	Location	Longitude	Latitude	Longitude	Latitude
Fish Haven 15	Centroid	86° 42.374' W	30° 21.891' N	86.7062° W	30.3649° N
Fish Haven 15	Northwest Corner	86° 42.500' W	30° 22.000' N	86.7083° W	30.3667° N
Fish Haven 15	Northeast Corner	86° 42.249' W	30° 22.000' N	86.7041° W	30.3667° N
Fish Haven 15	Southeast Corner	86° 42.249' W	30° 21.783' N	86.7041° W	30.3630° N
Fish Haven 15	Southwest Corner	86° 42.500' W	30° 21.782' N	86.7083° W	30.3630° N
Fish Haven 15	Reef 1	86° 42.490' W	30° 21.992' N	86.7082° W	30.3665° N
Fish Haven 15	Reef 2	86° 42.374' W	30° 21.992' N	86.7062° W	30.3665° N
Fish Haven 15	Reef 3	86° 42.258' W	30° 21.992' N	86.7043° W	30.3665° N
Fish Haven 15	Reef 4	86° 42.490' W	30° 21.891' N	86.7082° W	30.3649° N
Fish Haven 15	Reef 5	86° 42.258' W	30° 21.891' N	86.7043° W	30.3649° N
Fish Haven 15	Reef 6	86° 42.490' W	30° 21.791' N	86.7032° W	30.3632° N
Fish Haven 15	Reef 7	86° 42.374' W	30° 21.791' N	85.7062° W	30.3632° N
Fish Haven 15	Reef 8	86° 42.258' W	30° 21.791' N	86.7043° W	30.3632° N
Fish Haven 15	Reef 9	86° 42.374' W	30° 21.891' N	86.7062° W	30.3649° N

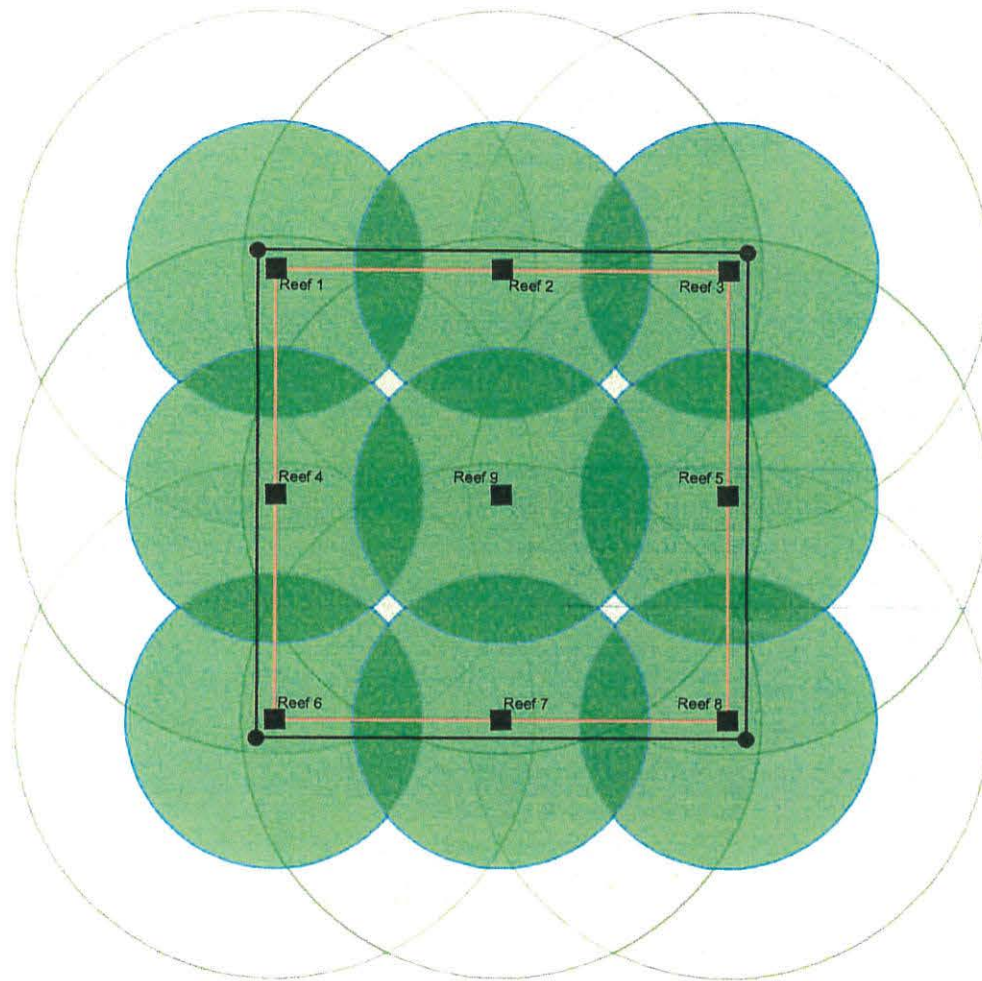



Taylor Engineering Inc.
 10151 Deerwood Park Blvd.
 Bldg. 300, Suite 300
 Jacksonville, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
 FISH HAVEN 15
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT: C2012-052
 DRAWN BY: PL
 SHEET: 2 of 3
 DATE: NOV 2012

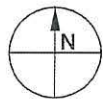
SEAL

 MATTHEW E. TAYLOR, P.E. # 10061



Legend

- Corner Points
- Reef Locations
- 50' Offset
- Fish Haven Boundary

Foraging pressure is greater in the darker shaded areas. Foraging characteristics on the perimeter represent an infinite foraging prospect. The two circles around each reef location represent a 400' and 700' foraging radius, characteristic of target species such as red snapper and gag grouper.



Taylor Engineering Inc.
 10151 Deerwood Park Blvd.
 Bldg. 300, Suite 300
 Jacksonville, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
 TYPICAL FORAGING PRESSURE
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2012-052
DRAWN BY	PL
SHEET	3 of 3
DATE	NOV 2012

SEAL

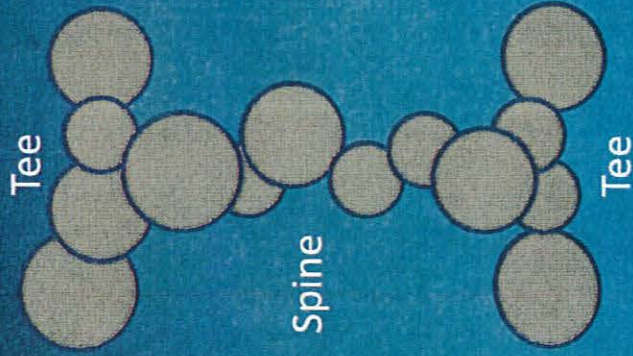
Matthew E. Trammell 11/2/12

MATTHEW E. TRAMMELL, P.E. # 61244 DATE

Attachment A – Typical Reef Structure Fish Haven 15 & 16 – Plan View
Okaloosa County, Florida



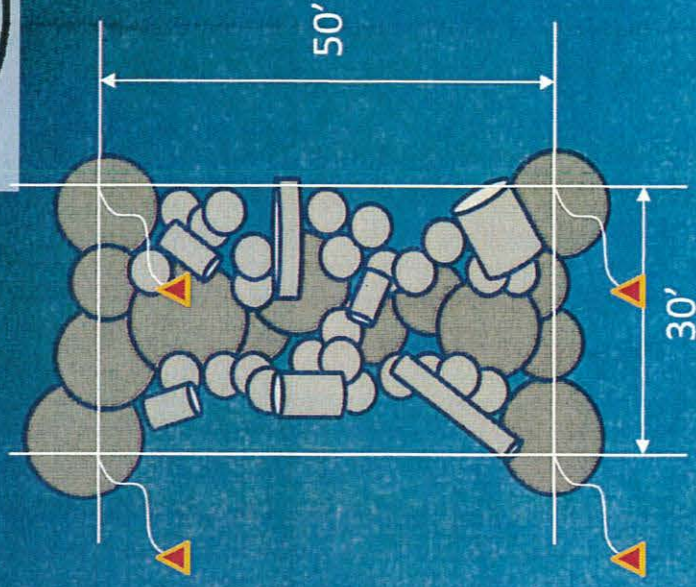
Base Layer



Secondary Layer



Final Configuration



The Base Layer will be placed first. A quality control dive will be performed prior to approval of the base. Once complete, an estimate of the number of pieces for the secondary layer materials will be calculated and placed to reach the maximum relief. Dimensions are approximate



Attachment A – Typical Reef Structure Fish Haven 15 & 16 - Oblique View Okaloosa County , Florida

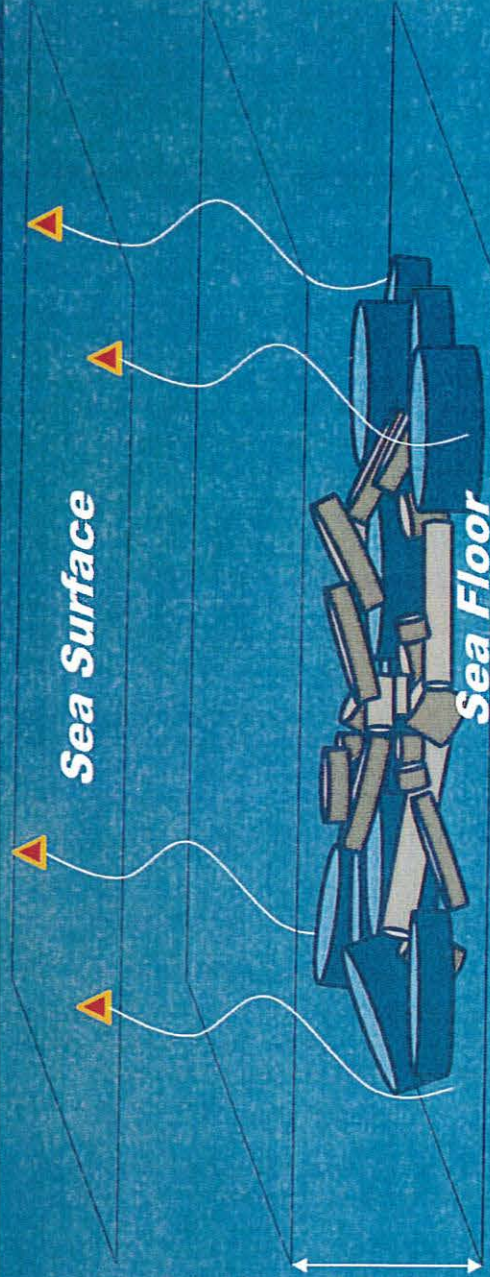
Base Anchor Layer



Secondary Anchor Layer Materials

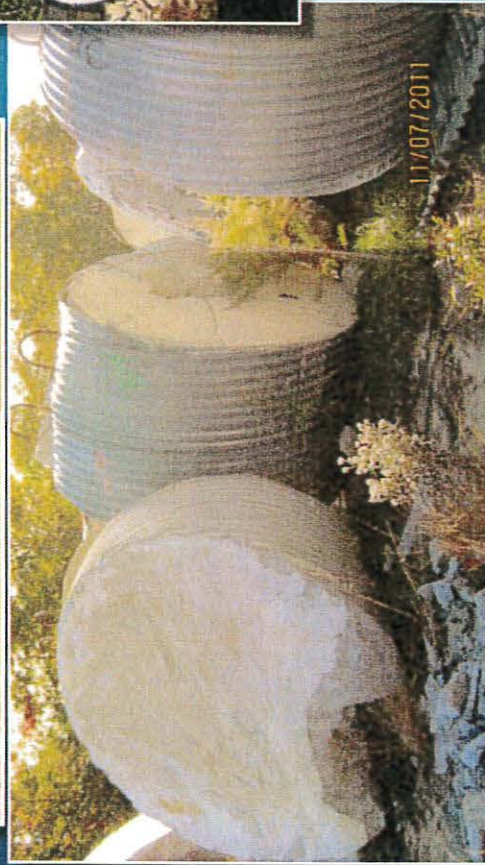
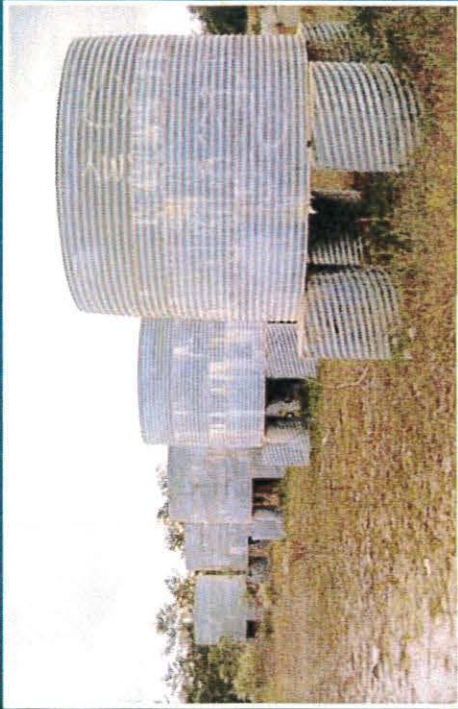


Final Configuration

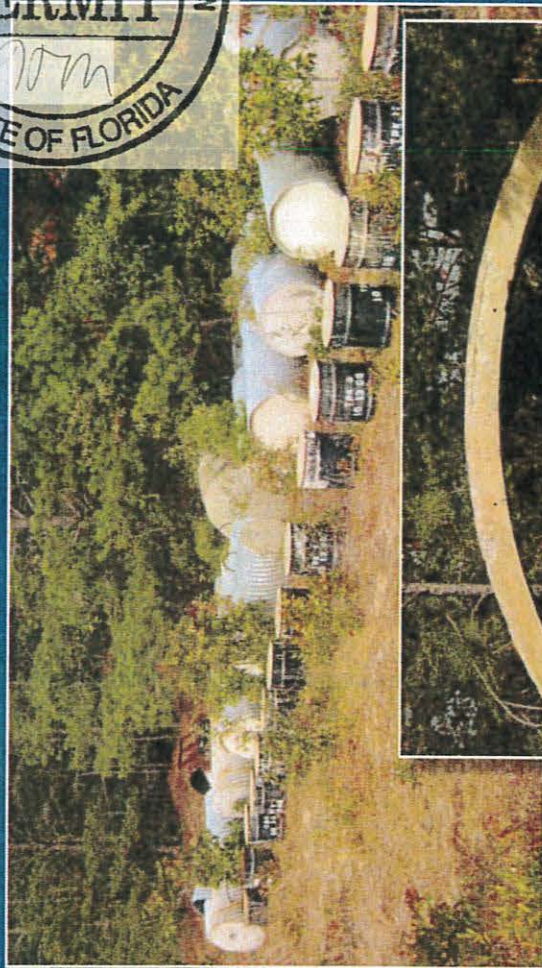


The Base Layer will contain larger anchor material. The Secondary Layer will contain smaller anchor material and larger targets that have lost structural integrity. The layers will be built up until the desired relief is achieved. Marker buoys will be secured prior to material placement to define drop area and serve as a material placement aide.

Attachment B – Typical AFRL Materials for Construction of Fish Haven 15 and 16
Okaloosa County , Florida



Attachment B – Typical AFRL Materials for Construction of
Fish Haven 15 and 16
Okaloosa County, Florida



62-330.405 General Conditions for All Noticed General Permits.

(1) The terms, conditions, requirements, limitations, and restrictions set forth in this section are general permit conditions and are binding upon the permittee for all noticed general permits in this chapter. These conditions are enforceable under Part IV of Chapter 373, F.S.

(2) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. A violation of the permit is a violation of Part IV of Chapter 373, F.S., and may result in suspension or revocation of the permittee's right to conduct such activity under the general permit. The Department also may begin legal proceedings seeking penalties or other remedies as provided by law for any violation of these conditions.

(3) This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

(4) This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(5) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution in contravention of Florida Statutes and Department rules.

(6) The permittee is hereby advised that Section 253.77, F.S., states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereign lands or other state-owned lands.

(7) The authorization to conduct activities pursuant to a general permit may be modified, suspended or revoked in accordance with Chapter 120 and Section 373.429, F.S.

(8) This permit shall not be transferred to a third party except pursuant to Rule 62-343.130, F.A.C., or, for activities within the geographical area of the Northwest Florida Water Management District, Rule 62-346.130, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located.

(9) Upon reasonable notice to the permittee, Department staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to insure conformity with the plans and specifications approved by the permit.

(10) The permittee shall maintain any permitted system in accordance with the plans submitted to

the Department and authorized in this general permit.

(11) A permittee's right to conduct a specific noticed activity under this noticed general permit is authorized for a duration of five years.

(12) Construction, alteration, operation, maintenance, removal and abandonment approved by this general permit shall be conducted in a manner which does not cause violations of state water quality standards, including any antidegradation provisions of paragraphs 62-4.242(1)(a) and (b), subsections 62-4.242(2) and (3) and Rule 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. The permittee shall implement best management practices for erosion, turbidity, and other pollution control to prevent violation of state water quality standards. Temporary erosion control measures such as sodding, mulching, and seeding shall be implemented and shall be maintained on all erodible ground areas prior to and during construction. Permanent erosion control measures such as sodding and planting of wetland species shall be completed within seven days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and other surface waters exists due to the permitted activity. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

(13) The permittee shall hold and save the Department harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.

(14) The permittee shall immediately notify the Department in writing of any previously submitted information that is later discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.406(5), 373.118(1), 373.129, 373.136, 373.413, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429 FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215.

62-330.600 General Permit for the Construction of Artificial Reefs.

(1) A general permit is hereby provided for the construction of an artificial reef by any person, provided:

(a) The material to be used shall be clean concrete or rock, clean steel boat hulls, other clean, heavy gauge steel products with a thickness of 1/4 inch or greater, and prefabricated structures that are a mixture of clean concrete and heavy gauge steel;

(b) The material shall be free of soils, oils and greases, debris, litter, putrescible substances or other pollutants;

(c) The material shall be firmly anchored to the bottom and shall not be indiscriminately dumped; and

(d) The material shall be placed so that the top of the reef does not exceed 1/2 the distance from the bottom to the surface of the water unless a greater distance from the surface is required for safe navigation. At no time shall the distance between the top of the reef and the surface of the water be less than 6 feet.

(2) This general permit shall be subject to the following specific conditions:

(a) The permittee shall conduct a survey of the bottom of the waterbody on which the reef is to be built and shall submit the survey to the Department with the notice required in subsection 62-343.090(1), F.A.C., demonstrating that the bottom does not have submerged grassbed communities, shellfish or other hardbottom communities, or corals;

(b) There shall be no reefs constructed in bays, lagoons, or estuaries that are less than 12 feet deep;

(c) There shall be no "white goods" (inoperative and discarded refrigerators, freezers, ranges, water heaters, washers, and other similar domestic and commercial appliances), asphalt material, tires, other polluting materials used in construction of the reef;

(d) The site shall be marked with perimeter buoys during construction to ensure that no material is deposited outside of the site;

(e) The size of the boundaries within which the artificial reef is to be deposited shall not exceed 1/4 mile on any side;

(f) The artificial reef site shall not be established within any shipping lanes; and

(g) The permittee shall notify the National Ocean Service, National Oceanographic and Atmospheric Association, U.S. Department of Commerce, Rockville, Maryland, and the Florida Fish and Wildlife Conservation Commission, Division of Marine Fisheries Management, via e-mail at artificialreefdeployments@myfwc.com of the precise location of the reef within 30 days of placement of the reef material.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.414(9), 373.416, 373.418 FS. History—New 10-3-95, Formerly 62-341.600.



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
160 W GOVERNMENT STREET, SUITE 308
PENSACOLA, FLORIDA 32502-5794

RICK SCOTT
GOVERNOR

JENNIFER CARROLL
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

January 25, 2013

Okaloosa County Board of County Commissioners
1804 Lewis Turner Blvd, Suite 100
Fort Walton Beach, FL 32547

Okaloosa County Fish Haven 16
File Number: 46-0315102-001-EG, Okaloosa County

Dear Okaloosa County Board of County Commissioners:

This is to acknowledge receipt of your Notice, (File No. 46-0315102-001-EG), received on November 13, 2012, of Intent to use the Noticed General Permit for the construction of an artificial reef, pursuant to Rule 62-346, and 62-330.600, Florida Administrative Code (F.A.C.). The project is located approximately 1.8 nautical miles south of Okaloosa Island, Latitude 30.3482° N/Longitude 86.7812° W, in the Gulf of Mexico south of Okaloosa County. Based on the forms, drawings, and documents submitted with your application and attached to this letter, it appears that the project meets the requirements for the general permit listed above.

Any activities performed under a Noticed General Permit are subject to general conditions required in Rule 62-330.405, F.A.C. (enclosed), and the specific conditions of Rule 62-330.600(enclosed). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the Noticed General Permit must be completed within five years from the date the Notice to use the Noticed General Permit was received by the Department. Also note that **the construction phase cannot be extended**, per section 6.1.2.1, Volume I of the Applicant's Handbooks.

Please note: This letter confirms that your proposed project qualifies for the Noticed General Permit identified herein, but does not constitute the Department's determination of the wetland boundary depicted in the attached drawings of the property.

Authorization to use sovereignty submerged lands – Required

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under chapters 253 and 258 of the Florida Statutes, and Chapter 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a Letter of Consent under rule 18-21.005(1)(c)(9), F.A.C. and section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this.

Be advised that your neighbors and other parties who may be substantially affected by the proposed activity allowed under this determination of approval of the Noticed General Permit have a right to request an administrative hearing on the Department's decision that the proposed activity qualifies for this general permit. If an administrative hearing is timely requested by a substantially affected person, the finding that the proposed activity qualifies for this general permit must be reconsidered, and it is possible that the hearing could result in a determination that the proposed activity does not qualify for the general permit. Under Rule 28-106.111 of the Florida Administrative Code, a request for such an administrative hearing must be filed with the Department's Clerk in the Office of General Counsel within 14 days of publication of notice in a newspaper of general circulation in the county where the activity is to take place.

The Department will not publish notice of this determination. *Publication of this notice by you is optional and not required for you to proceed.* However, in the event that an administrative hearing is held and the Department's determination is reversed, proceeding with the proposed activity before the time period for requesting an administrative hearing has expired would mean that the activity was conducted without the required permits.

If you wish to limit the time within which all substantially affected persons may request an administrative hearing, you may elect to publish the notice of rights of substantially affected persons, at your own expense one time only in the legal advertisement section of a newspaper of general circulation in the county where the activity is to take place. If you wish to limit the time within which any specific person(s) may request an administrative hearing, you may provide such person(s), by certified mail, a copy of this determination.

For the purposes of publication, a newspaper of general circulation means a newspaper meeting the requirements of Sections 50.011 and 50.031 of the Florida Statutes. In the event you do publish this notice, within seven days of publication, you must provide to the following address a certification or affidavit of publication issued by the newspaper. If you provide direct written notice to any person as noted above, you must provide to the following address a copy of the direct written notice: Department of Environmental Protection, at 160 W. Government Street, Pensacola, Florida 32501-5740.

NOTICE OF RIGHTS OF SUBSTANTIALLY AFFECTED PERSONS

Use of the Noticed General Permit authorized by Rule 62-330.600, F.A.C. is hereby granted. This determination is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this determination.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Subsection 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any

persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Subsection 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

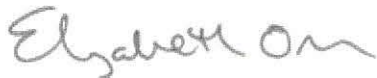
Any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, 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.

A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency.

If you have any questions, please contact Heather Mason at the letterhead address above, by phone at (850) 595-0608, or by e-mail at Heather.Mason@dep.state.fl.us. When referring to this project, please use the file number listed above.

Executed in Escambia County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Elizabeth Mullins Orr
Program Administrator
Submerged Lands & Environmental
Resource Program

Enclosures: Drawings (7 pages)
Rule 62-330.405, F.A.C., General Conditions (2 pages)
Rule 62-330.600, F.A.C., NGP for the Construction of Artificial Reefs (1 page)

c: U.S. Army Corps of Engineers
Scott Henson, Agent
Jon Dodrill, FWC

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit, including all copies,
was mailed or emailed before the close of business on
January 25, 2013 _____ to the above listed persons.

FILING AND ACKNOWLEDGMENT

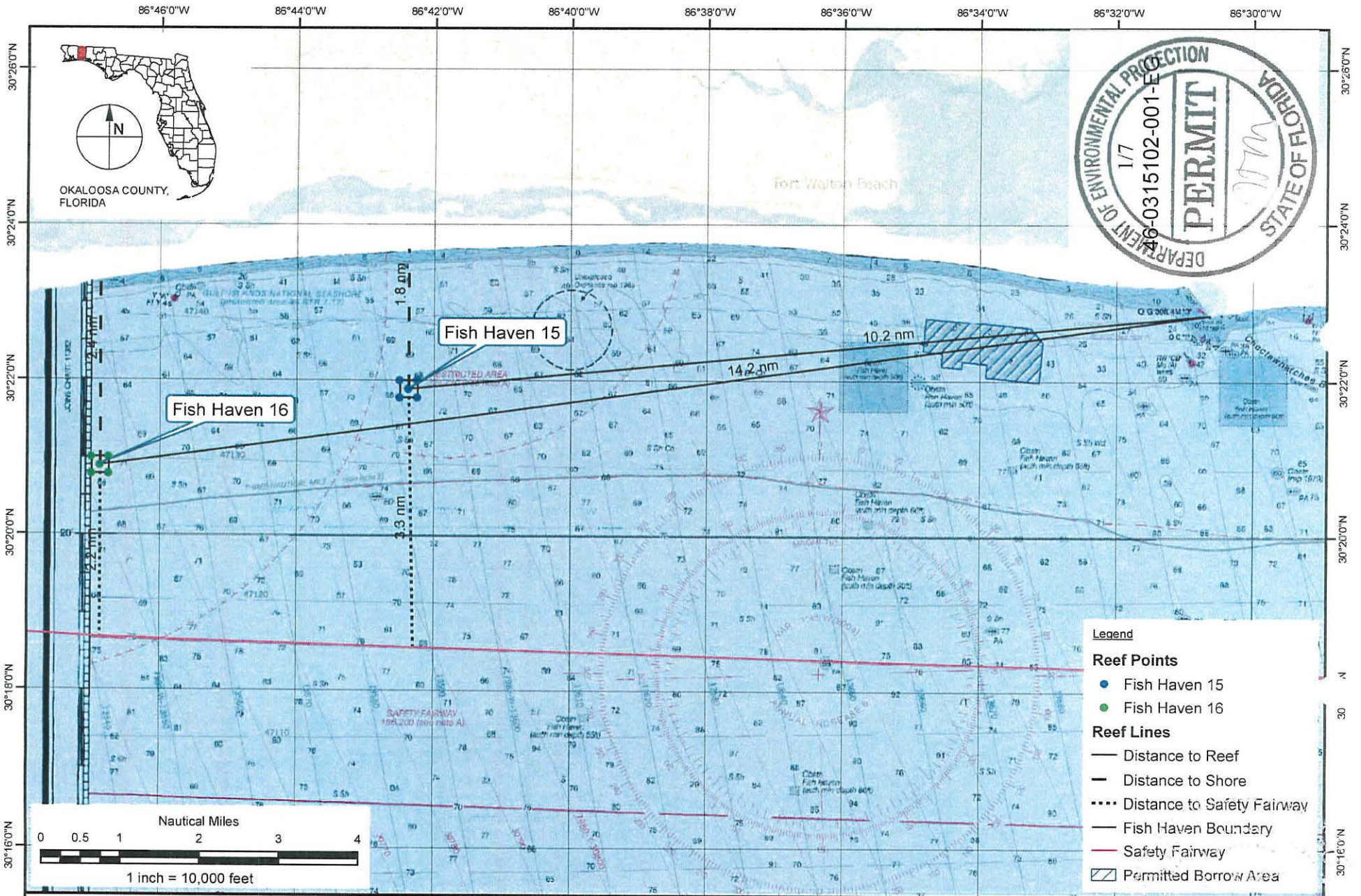
FILED, on this date, pursuant to Section 120.52(7),
Florida Statutes, with the designated Department Clerk,
receipt of which is hereby acknowledged.

Clerk

Date

Brandy Bass


1/25/2013

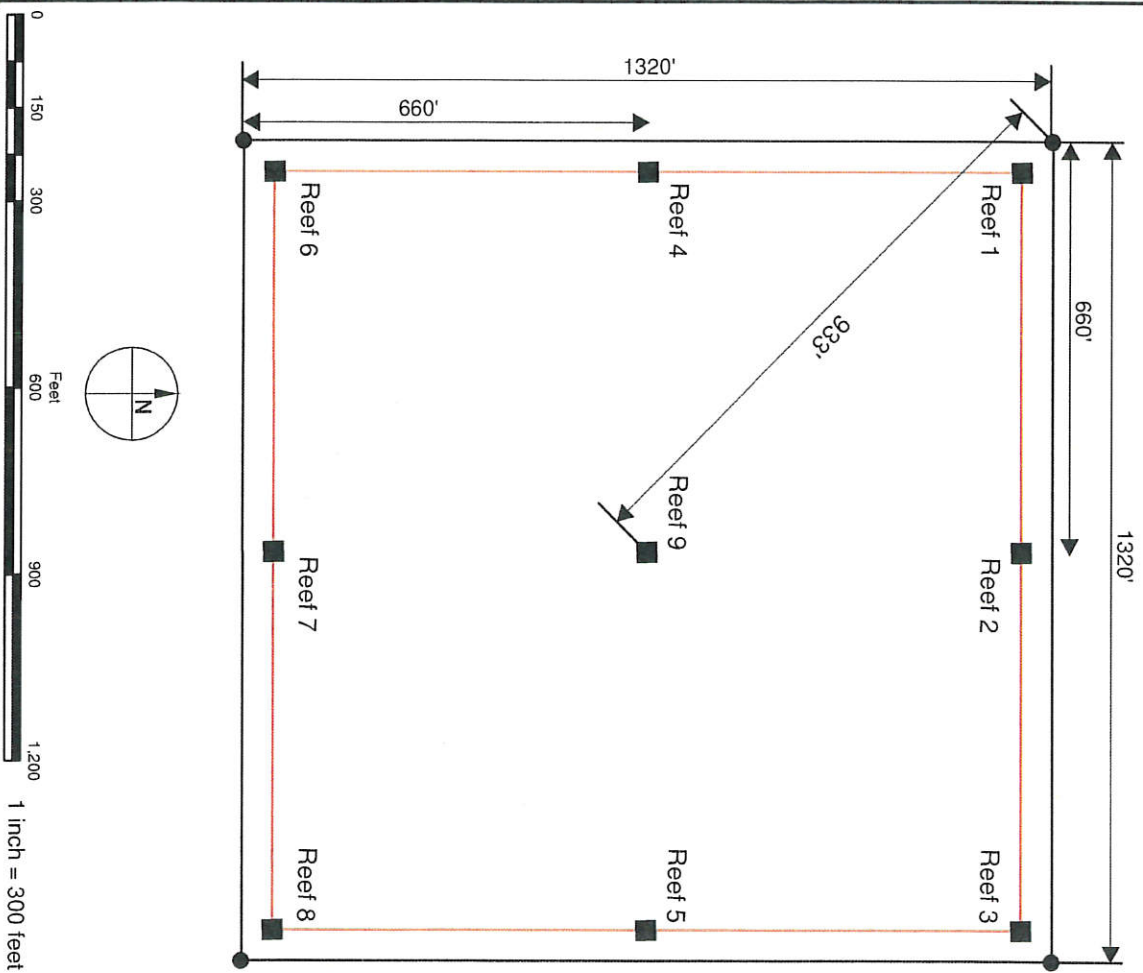
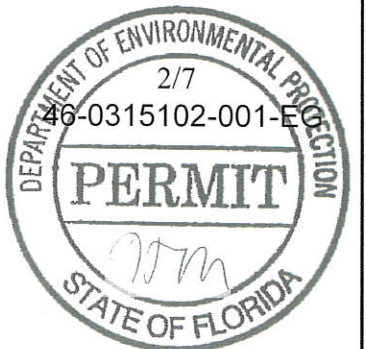


Taylor Engineering Inc.
 10151 Deerwood Park Blvd.
 Bldg. 300, Suite 300
 Jacksonville, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
FISH HAVEN 15 & 16
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2012-052
DRAWN BY	PL
SHEET	1 of 3
DATE	OCT 2012

SEAL

 MATTHEW E. TRIVILL P.E. # 65374
 DATE 11/7/12



Fish Haven 16			
Name	Location	Longitude	Latitude
Fish Haven 16	Centroid	86° 46.874' W	30° 20.891' N
Fish Haven 16	Northwest Corner	86° 47.000' W	30° 21.000' N
Fish Haven 16	Northeast Corner	86° 46.749' W	30° 21.000' N
Fish Haven 16	Southwest Corner	86° 46.749' W	30° 20.782' N
Fish Haven 16	Reef 1	86° 47.000' W	30° 20.782' N
Fish Haven 16	Reef 2	86° 46.990' W	30° 20.992' N
Fish Haven 16	Reef 3	86° 46.874' W	30° 20.992' N
Fish Haven 16	Reef 4	86° 46.759' W	30° 20.992' N
Fish Haven 16	Reef 5	86° 46.758' W	30° 20.891' N
Fish Haven 16	Reef 6	86° 46.990' W	30° 20.891' N
Fish Haven 16	Reef 7	86° 46.874' W	30° 20.791' N
Fish Haven 16	Reef 8	86° 46.758' W	30° 20.791' N
Fish Haven 16	Reef 9	86° 46.874' W	30° 20.891' N


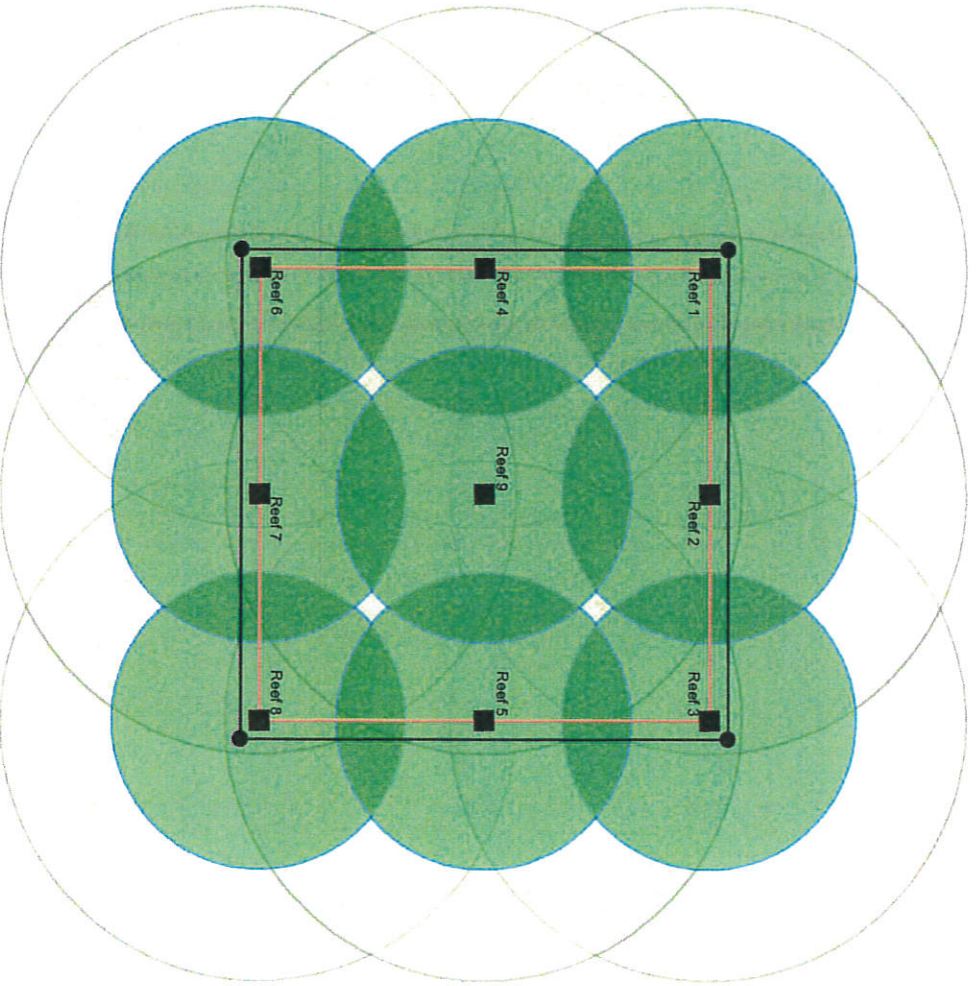

Taylor Engineering Inc.
 10151 Deenwood Park Blvd.
 Bldg. 300, Suite 300
 Jacksonville, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
 FISH HAVEN 16
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT: C2012-052
 DRAWING BY: PL
 SHEET: 2 of 3
 DATE: NOV 2012
 DATE: 11/12



- Legend**
- Corner Points
 - Reef Locations
 - 50' Offset
 - Fish Haven Boundary

Foraging pressure is greater in the darker shaded areas. Foraging characteristics on the perimeter represent an infinite foraging prospect. The two circles around each reef location represent a 400' and 700' foraging radius, characteristic of target species such as red snapper and gag grouper.



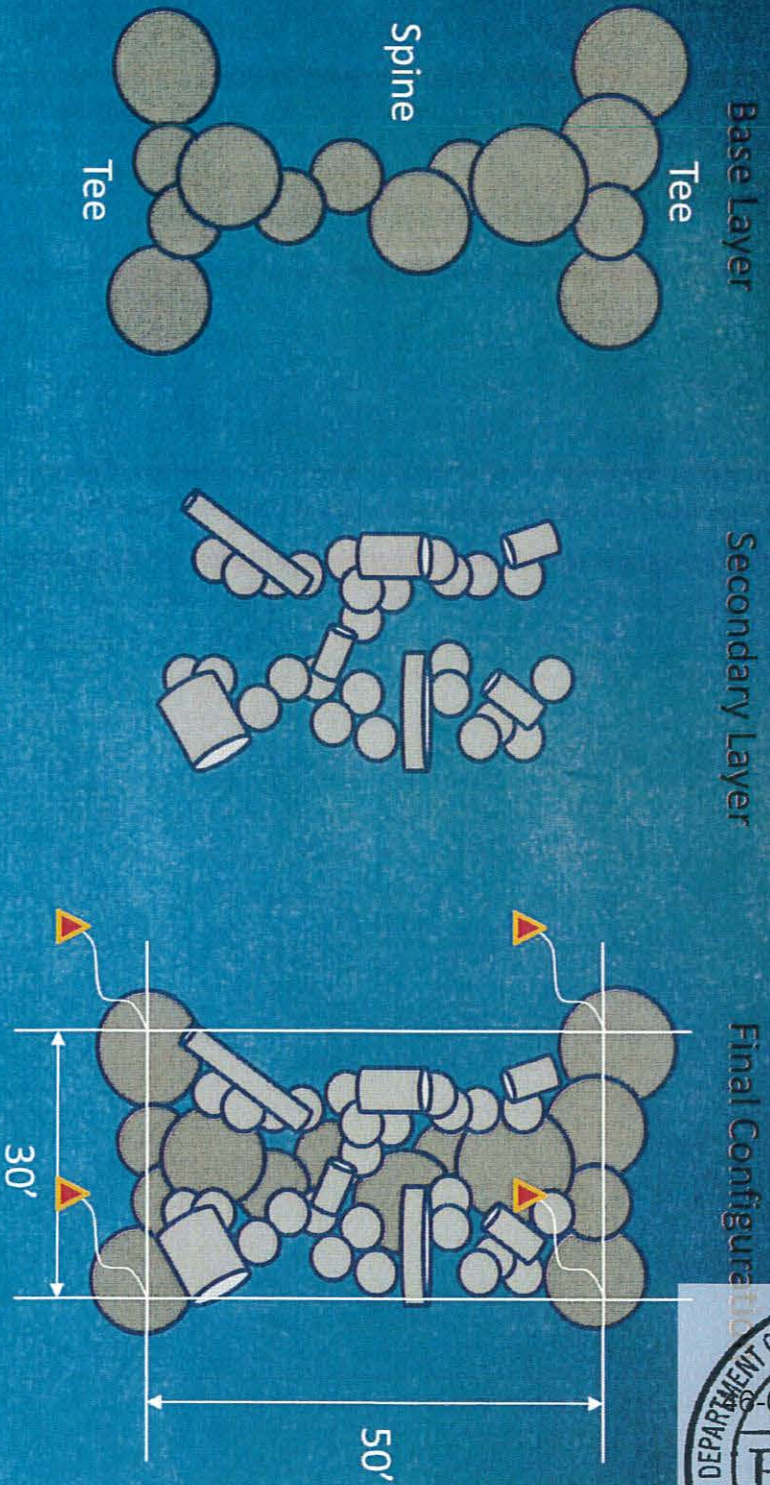
Taylor Engineering Inc.
 10151 Deenwood Park Blvd.
 Bldg. 300, Suite 300
 Jacksonville, FL 32256
 CERTIFICATE OF AUTHORIZATION #4815

FIGURE 3
 TYPICAL FORAGING PRESSURE
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2012-052	SCALE	
DRAWN BY	PL		
SHEET	3 of 3		
DATE	NOV 2012		

MATTHEW PAVANICH, P.L. # 906-A
 DATE

Attachment A – Typical Reef Structure Fish Haven 15 & 16 – Plan View
Okaloosa County, Florida



The Base Layer will be placed first. A quality control dive will be performed prior to approval of the base. Once complete, an estimate of the number of pieces for the secondary layer materials will be calculated and placed to reach the maximum relief. Dimensions are approximate



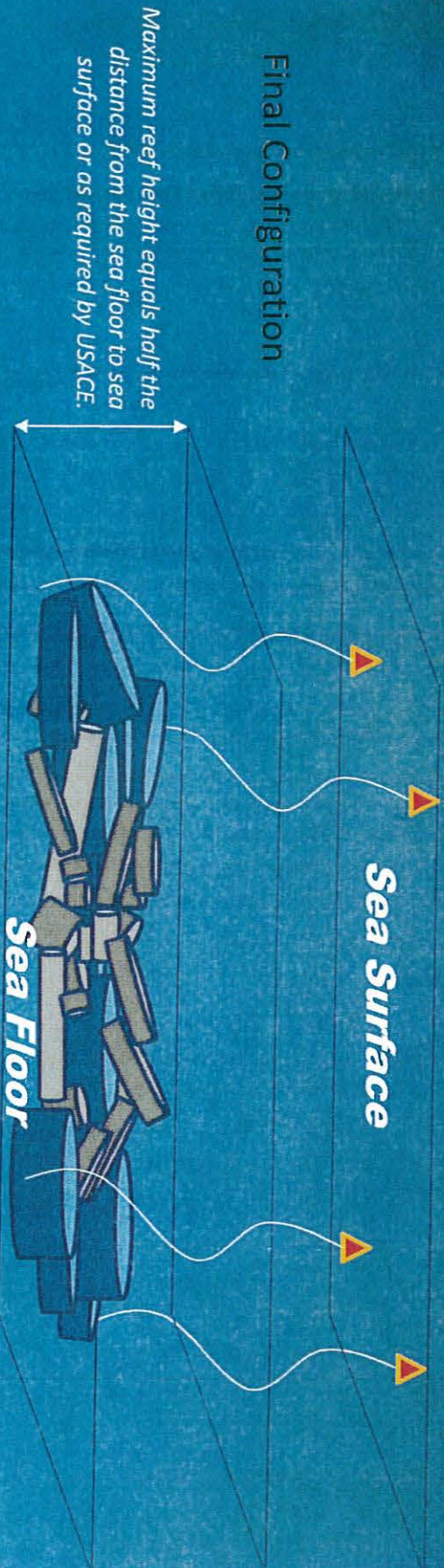
Attachment A – Typical Reef Structure Fish Haven 15 & 16 - Oblique View Okaloosa County, Florida



Secondary Anchor Layer Materials



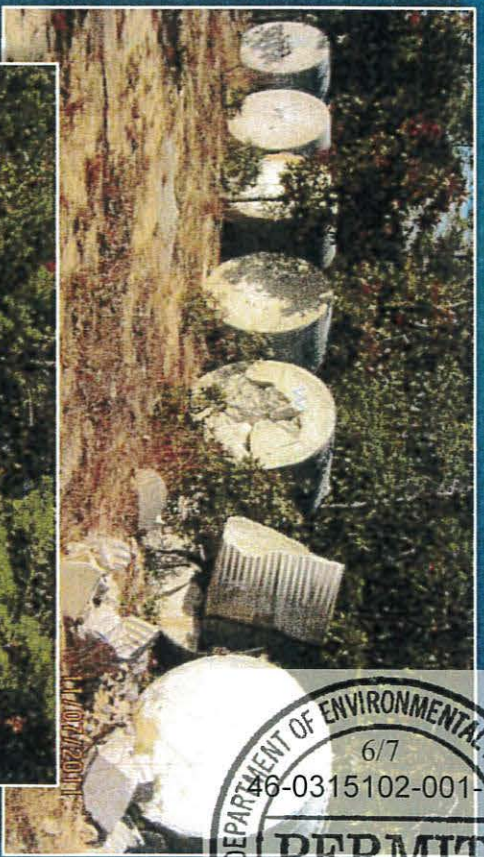
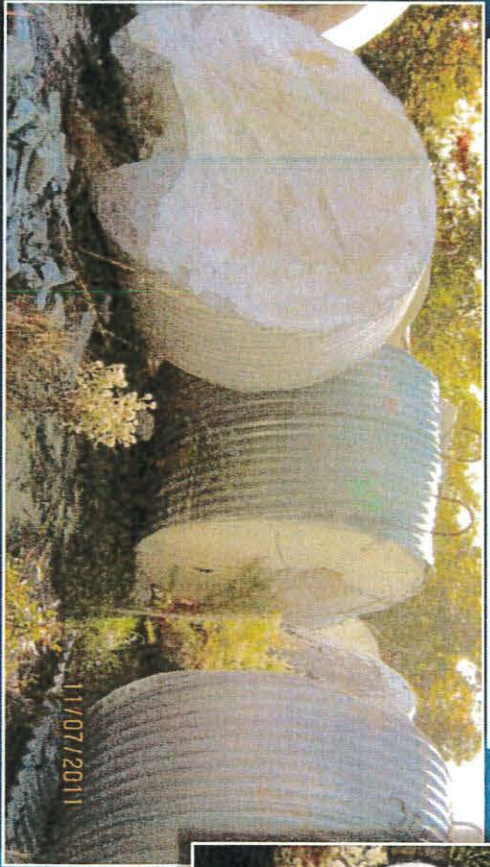
Final Configuration



The Base Layer will contain larger anchor material. The Secondary Layer will contain smaller anchor material and larger targets that have lost structural integrity. The layers will be built up until the desired relief is achieved. Marker buoys will be secured prior to material placement to define drop area and serve as a material placement aide.

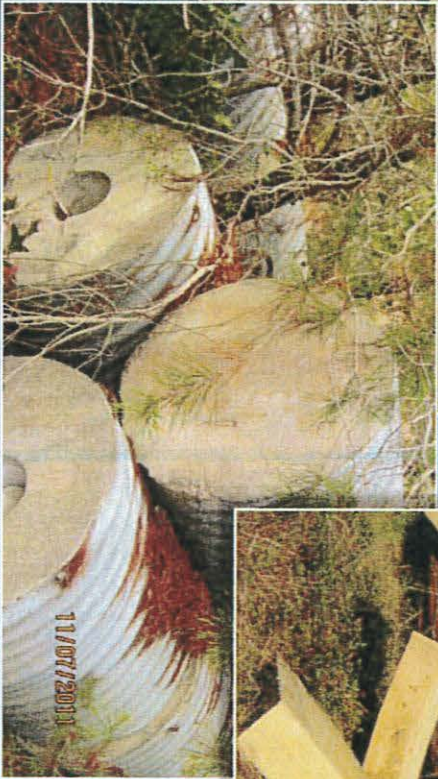
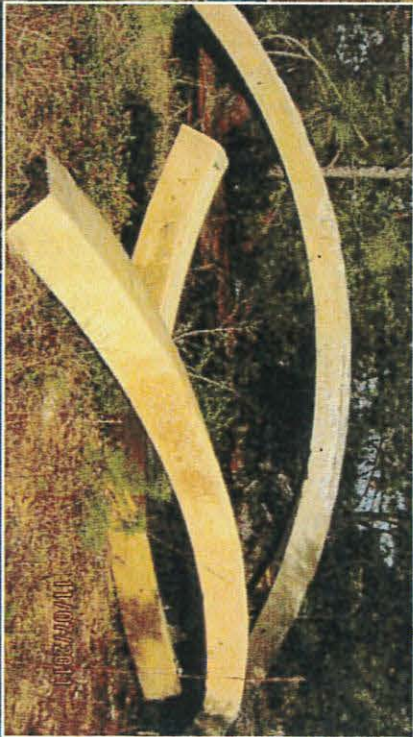
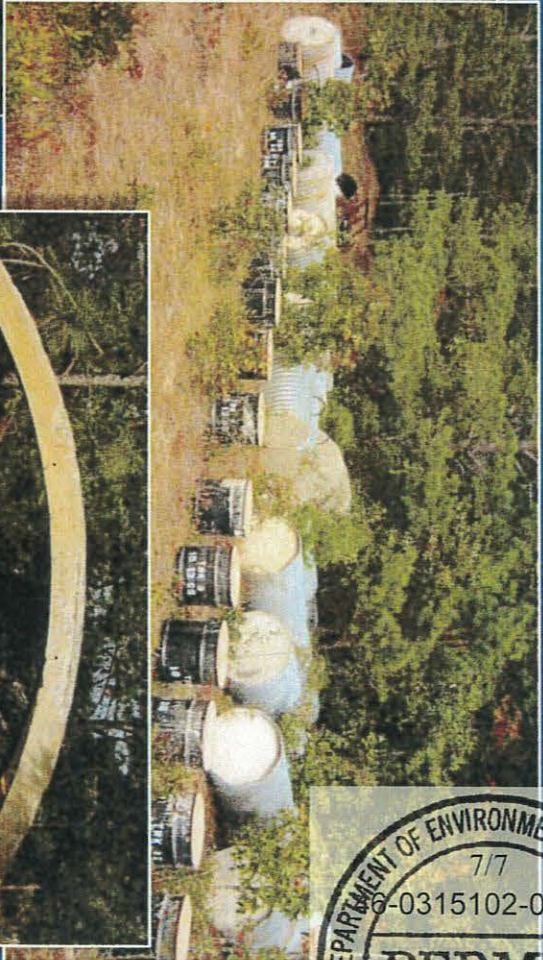


Attachment B – Typical AFRL Materials for Construction of Fish Haven 15 and 16
Okaloosa County, Florida



DEPARTMENT OF ENVIRONMENTAL PROTECTION
6/7
46-0315102-001
PERMIT
JSM
STATE OF FLORIDA

Attachment B – Typical AERL Materials for Construction of
Fish Haven 15 and 16
Okaloosa County, Florida



62-330.405 General Conditions for All Noticed General Permits.

(1) The terms, conditions, requirements, limitations, and restrictions set forth in this section are general permit conditions and are binding upon the permittee for all noticed general permits in this chapter. These conditions are enforceable under Part IV of Chapter 373, F.S.

(2) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. A violation of the permit is a violation of Part IV of Chapter 373, F.S., and may result in suspension or revocation of the permittee's right to conduct such activity under the general permit. The Department also may begin legal proceedings seeking penalties or other remedies as provided by law for any violation of these conditions.

(3) This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

(4) This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(5) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution in contravention of Florida Statutes and Department rules.

(6) The permittee is hereby advised that Section 253.77, F.S., states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereign lands or other state-owned lands.

(7) The authorization to conduct activities pursuant to a general permit may be modified, suspended or revoked in accordance with Chapter 120 and Section 373.429, F.S.

(8) This permit shall not be transferred to a third party except pursuant to Rule 62-343.130, F.A.C., or, for activities within the geographical area of the Northwest Florida Water Management District, Rule 62-346.130, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located.

(9) Upon reasonable notice to the permittee, Department staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to insure conformity with the plans and specifications approved by the permit.

(10) The permittee shall maintain any permitted system in accordance with the plans submitted to

the Department and authorized in this general permit.

(11) A permittee's right to conduct a specific noticed activity under this noticed general permit is authorized for a duration of five years.

(12) Construction, alteration, operation, maintenance, removal and abandonment approved by this general permit shall be conducted in a manner which does not cause violations of state water quality standards, including any antidegradation provisions of paragraphs 62-4.242(1)(a) and (b), subsections 62-4.242(2) and (3) and Rule 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. The permittee shall implement best management practices for erosion, turbidity, and other pollution control to prevent violation of state water quality standards. Temporary erosion control measures such as sodding, mulching, and seeding shall be implemented and shall be maintained on all erodible ground areas prior to and during construction. Permanent erosion control measures such as sodding and planting of wetland species shall be completed within seven days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and other surface waters exists due to the permitted activity. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

(13) The permittee shall hold and save the Department harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.

(14) The permittee shall immediately notify the Department in writing of any previously submitted information that is later discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.406(5), 373.118(1), 373.129, 373.136, 373.413, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429 FS. History--New 10-3-95, Amended 10-1-07, Formerly 62-341.215.

62-330.600 General Permit for the Construction of Artificial Reefs.

(1) A general permit is hereby provided for the construction of an artificial reef by any person, provided:

(a) The material to be used shall be clean concrete or rock, clean steel boat hulls, other clean, heavy gauge steel products with a thickness of 1/4 inch or greater, and prefabricated structures that are a mixture of clean concrete and heavy gauge steel;

(b) The material shall be free of soils, oils and greases, debris, litter, putrescible substances or other pollutants;

(c) The material shall be firmly anchored to the bottom and shall not be indiscriminately dumped; and

(d) The material shall be placed so that the top of the reef does not exceed 1/2 the distance from the bottom to the surface of the water unless a greater distance from the surface is required for safe navigation. At no time shall the distance between the top of the reef and the surface of the water be less than 6 feet.

(2) This general permit shall be subject to the following specific conditions:

(a) The permittee shall conduct a survey of the bottom of the waterbody on which the reef is to be built and shall submit the survey to the Department with the notice required in subsection 62-343.090(1), F.A.C., demonstrating that the bottom does not have submerged grassbed communities, shellfish or other hardbottom communities, or corals;

(b) There shall be no reefs constructed in bays, lagoons, or estuaries that are less than 12 feet deep;

(c) There shall be no "white goods" (inoperative and discarded refrigerators, freezers, ranges, water heaters, washers, and other similar domestic and commercial appliances), asphalt material, tires, other polluting materials used in construction of the reef;

(d) The site shall be marked with perimeter buoys during construction to ensure that no material is deposited outside of the site;

(e) The size of the boundaries within which the artificial reef is to be deposited shall not exceed 1/4 mile on any side;

(f) The artificial reef site shall not be established within any shipping lanes; and

(g) The permittee shall notify the National Ocean Service, National Oceanographic and Atmospheric Association, U.S. Department of Commerce, Rockville, Maryland, and the Florida Fish and Wildlife Conservation Commission, Division of Marine Fisheries Management, via e-mail at artificialreefdeployments@myfwc.com of the precise location of the reef within 30 days of placement of the reef material.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.414(9), 373.416, 373.418 FS. History—New 10-3-95, Formerly 62-341.600.

APPENDIX D
PERMITS

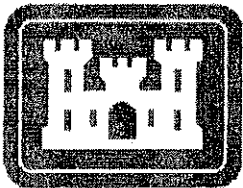
PERMIT

Number: 2012-03221

6 point Times New Roman |@#%&*^(^)+-<'>?;:"\|/~/~¹²³⁴⁵⁶⁷⁸⁹⁰ 1234567890 {1/4 1/2 3/4 á é ú ñ} + ó ¶
ABCDEF GHIJK LMNOP QRSTUVW XYZ abcdefghijklmnopqrstuvwxyz1234567890 \$12.50
ABCDEF GHIJK LMNOP QRSTUVW XYZ abcdefghijklmnopqrstuvwxyz1234567890 33°31'20"
ABCDEF GHIJK LMNOP QRSTUVW XYZ abcdefghijklmnopqrstuvwxyz 1234567890

8 point Times New Roman |@#%&*^(^)+-<'>?;:"\|/~/~¹²³⁴⁵⁶⁷⁸⁹⁰ 1234567890 {1/4 1/2 3/4 á é ú ñ} + ó ¶
ABCDEF GHIJK LMNOP QRSTUVW XYZ abcdefghijklmnopqrstuvwxyz1234567890 \$12.50
ABCDEF GHIJK LMNOP QRSTUVW XYZ abcdefghijklmnopqrstuvwxyz1234567890 33°31'20"
ABCDEF GHIJK LMNOP QRSTUVW XYZ abcdefghijklmnopqrstuvwxyz 1234567890

10 point Times New Roman |@#%&*^(^)+-<'>?;:"\|/~/~¹²³⁴⁵⁶⁷⁸⁹⁰ 1234567890 {1/4 1/2 3/4 á é ú ñ} + ó ¶
ABCDEF GHIJK LMNOP QRSTUVW XYZ abcdefghijklmnopqrstuvwxyz1234567890 \$12.50
ABCDEF GHIJK LMNOP QRSTUVW XYZ abcdefghijklmnopqrstuvwxyz1234567890 33°31'20"
ABCDEF GHIJK LMNOP QRSTUVW XYZ abcdefghijklmnopqrstuvwxyz 1234567890



123456789012345678901234567890123456789012345678901234567890123456789012345678901234567890



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

REPLY TO
ATTENTION OF

April 14, 2014

Pensacola Permits Section
SAJ-2012-03221 (SP-SWA)

Okaloosa County Board of County Commissioners
1804 Lewis Turner Boulevard, Suite 100
Ft. Walton Beach, Florida 32547

Ladies and Gentlemen:

The U.S. Army Corps of Engineers (Corps) is pleased to enclose the Department of the Army permit, which should be available at the construction site. Work may begin immediately but the Corps must be notified of:

- a. The date of commencement of the work,
- b. The dates of work suspensions and resumptions of work, if suspended over a week, and
- c. The date of final completion.

This information should be mailed to the Special Projects and Enforcement Branch of the Regulatory Division of the Jacksonville District at 41 North Jefferson Street, Suite 301, Pensacola, Florida 32502. The Special Projects and Enforcement Branch is also responsible for inspections to determine whether Permittees have strictly adhered to permit conditions.

IT IS NOT LAWFUL TO DEVIATE FROM
THE APPROVED PLANS ENCLOSED.

Sincerely,

for Donald W. Kinard
Chief, Regulatory Division

Enclosures:
Proffered Permit



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

REPLY TO
ATTENTION OF

March 10, 2014

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2012-03221 (SP-SWA)

Okaloosa County Board of County Commissioners
1804 Lewis Turner Boulevard, Suite 100
Ft. Walton Beach, Florida 32547

Gentlemen:

The U.S. Army Corps of Engineers (Corps) has completed the review and evaluation of your Department of the Army permit application, number SAJ-2012-03221. Our regulations require that you have an opportunity to review the terms and conditions prior to final signature by the Department of the Army. Enclosed is an unsigned Department of the Army permit instrument (permit).

Please read carefully the Special Conditions beginning on page 3 of the permit. These were developed to apply specifically to your project. Water Quality Certification is also required prior to issuance of a permit. The Corps has received a copy of the State of Florida certification for your project. In accordance with General Condition 5 of the permit, any special conditions of the Water Quality Certification have been attached to the Department of the Army permit.

Instructions for Objecting to Permit Terms and Conditions: This letter contains an initial proffered permit for your proposed project. If you object to certain terms and conditions contained within the permit, you may request that the permit be modified. Enclosed you will find a Notification of Administrative Appeal Options and Process fact sheet and Request for Appeal (RFA) form. If you choose to object to certain terms and conditions of the permit, you must follow the directions provided in Section 1, Part A and submit the completed RFA form to the letterhead address.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria under 33 CFR Part 331.5, and that it has been received by the District office within 60 days of the date of the RFA. Should you decide to submit an RFA form, it must be received at the letterhead address by **May 9, 2014**.

Instructions for Accepting Terms and Conditions and Finalizing Your Permit: It is not necessary to submit an RFA form to the District office, if you do not object to the decision in this letter. In this case, the permit must be signed by the applicant in the space provided on the signature page of the permit. In the case of corporations,

acceptance must be by an officer of that corporation authorized to sign on behalf of the corporation. The party responsible for assuring the work is done in accordance with the permit terms and conditions must sign the permit. Please type or print the name and title of the person signing below the signature and the date signed.

SIGN (PAGE 9) AND RETURN THE ENTIRE PERMIT, INCLUDING ALL ATTACHMENTS, TO THE LETTERHEAD ADDRESS

The permit will be signed by the District Engineer or his representative. The Corps will add the permit expiration date to the permit and return the permit to you. It is important to note that the permit is not valid until the District Engineer or his representative signs it.

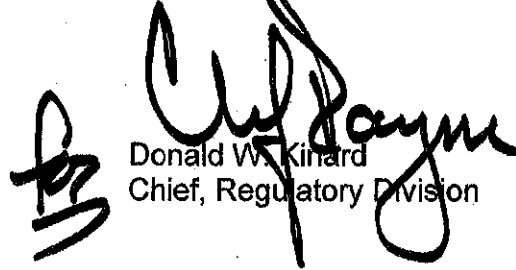
Please note U.S. Coast Guard regulations may require you as permittee to provide information for a Notice to the maritime community regarding your project. You should contact the Coast Guard Sector Mobile Waterways Management Branch (spw), 1500 15th Street, Mobile, AL 36615 or by phone at 251-441-5684 to determine if a Notice is necessary. Also any safety lights, signs and signals prescribed by the U.S. Coast Guard through their regulations or otherwise, must be installed and maintained at your expense as permittee on authorized facilities in navigable waters of the United States. To receive a U.S. Coast Guard Private Aids to Navigation marking determination, you are advised to contact the Eighth Coast Guard District (dpw), 500 Poydras St. Suite 1230, New Orleans, LA 70130, 504-671-2328 or via email to: D8oanPATON@uscg.mil prior to installation/construction of any fixed structures. For general information related to Private Aids to Navigation please visit the Eighth CG District web site at: <http://www.uscg.mil/d8/waterways/PATON.Home.asp>.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

If you have any questions concerning this application, you may contact Steve Andrews Jr. in writing at the letterhead address, by electronic mail at

stephen.w.andrews@usace.army.mil, or by telephone at 850-439-0707.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Kinard', is written over the typed name and title.

Donald W. Kinard
Chief, Regulatory Division

Enclosures

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Okaloosa County BOCC | File Number: SAJ-2012-03221 | Date: 10 March 2014

Attached is: See Section below

X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Project Manager as noted in letter

If you only have questions regarding the appeal process you may also contact:

**for process:
Stuart Santos 904-232-2018**

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:

DEPARTMENT OF THE ARMY PERMIT

Permittee: Okaloosa County Board of County Commissioners
1804 Lewis Turner Boulevard, Suite 100
Ft. Walton Beach, Florida 32547

Permit No: SAJ-2012-03221 (SP-SWA)

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 Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

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

Project Description: The applicant proposes to establish an artificial reef area, which would be referred to as the "Fish Haven #15". It would consist of a ¼ by ¼ mile deployment area, totaling 40 acres, which would provide enhanced habitat and recreational fishing and diving opportunities upon implementation of the project. Additionally, there would be a deployment buffer of 50 feet on each side. Material to be deployed would consist of clean concrete or rock and prefabricated structures that are a mixture of clean concrete and heavy gauge steel. The material to be deployed would have a maximum profile height of no more than 30 feet and would result in a minimum authorized depth of -38 feet at mean lower low water MLLW. The applicant would implement a monitoring plan. The work described above is to be completed in accordance with the three (3) pages of drawings affixed at the end of this permit instrument.

Project Location: The project site is located in the Gulf of Mexico, 10.2 nautical miles southwest of Destin pass, 3.3 nautical miles north of the East-West Safety Fairway and 1.8 nautical miles south of Okaloosa Island off of Okaloosa County, Florida.

Latitude & Longitude:

NE Site Corner: Latitude: 30.3667° North
Longitude: 86.7041° West

NW Site Corner: Latitude: 30.3667° North
Longitude: 86.7083° West

SE Site Corner: Latitude: 30.3630° North

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 2 of 11

Longitude: 86.7041° West

SW Site Corner: Latitude: 30.3630° North
Longitude: 86.7083° West

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **March 10, 2024**. 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.

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 3 of 11

Special Conditions:

1. **Reporting Addresses:** The Permittee shall reference this permit number, SAJ-2012-03221 (SP-SWA), on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

- (a) U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section
41 North Jefferson Street, Suite 301
Pensacola, Florida 32502
The Permittee shall reference this permit number,
SAJ-2010-03163 (SP-SWA), on all submittals.
Or email at: CESAJ-ComplyDocs@usace.army.mil
- (b) National Oceanic and Atmospheric Administration
(NOAA), Marine Chart Division, Office of
Coast Survey, N/CS26, Sta. 7317
1315 East-West Highway
Silver Springs, MD, 20910-3282
Or email at: ocs.ndb@noaa.gov
- (c) Commander, U.S. Coast Guard (USCG)
8th Coast Guard District
Hale Boggs Federal Building
500 Poydras Street
New Orleans, LA 70130
- (d) Florida Fish and Wildlife Conservation Commission
(FWC), Artificial Reef Program,
620 S. Meridian Street, Box 4B2
Tallahassee, FL 32399.
Or email at: artificialreefdeployments@MyFWC.com

2. **Initial Agency Notification:** The Permittee shall provide to the Corps, NOAA and USCG written notification of the planned deployment start date at least two weeks prior to the initial deployment on the authorized artificial reef site.

3. **Protection of Existing Resources:** The Permittee shall not deploy artificial reef materials until an assessment of the bottom conditions have been accomplished by diver, submersible video camera, fathometer, depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection of the deployment area may occur at the time of deployment, but no more than one year prior to deployment. The Permittee shall

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 4 of 11

maintain a deployment buffer of at least 200 feet from any submerged beds of sea grasses, coral reefs, live bottom, areas supporting growth of sponges, sea fans, soft corals, and other sessile macroinvertebrates generally associated with rock outcrops, oyster reefs, scallop beds, clam beds, or areas where there are unique or unusual concentrations of bottom-dwelling marine organisms. If, during the inspection, evidence is observed of cultural/archaeological resources, such as sunken vessels, ballast, historic refuse piles, or careenage areas the Corps will be notified by the Permittee and the above referenced deployment buffer will be implemented. The Permittee shall maintain a record of the information gained during the inspection such that it can be provided upon request to the Corps.

4. Pre-Deployment Notification: No less than 14 days prior to deployment of material on an artificial reef, the Permittee shall transmit by electronic mail ("email") a complete and signed "*Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification*" form, attached to this permit, to the Corps and FWC to allow inspection of the proposed reef materials as deemed necessary by the agencies. Inspection is allowable at the staging area. By signing the Pre-Deployment Notification the Permittee certifies that all materials are free from asphalt, petroleum, other hydrocarbons and toxic residues. The Permittee shall not deploy material if notified by the Corps or FWC that the material is questionable. The material needs to be evaluated before it is released for deployment. Any material that is deemed unacceptable for reef material will be disposed in an approved upland disposal site.

Deployment of the material shall not occur until after the end of the 14-day inspection period. The Permittee shall ensure both a copy of the Corps permit and the signed "*Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification Form*" are maintained aboard the deployment vessel at all times during loading, transit, and deployment.

5. Post-Deployment Placement Report/As-Built Drawing: No less than 30 days after deployment at the reef site, the Permittee shall transmit by email to the Corps, FWC, and NOAA a complete and signed "*Florida Artificial Reef Materials Placement Report and Post-Deployment Notification*" form attached to this permit. Please note, the Corps requires the latitude and longitude to be accurate within 5 meters horizontal distance on the post-deployment report. Attach to the report, an as-built drawing that contains the approximate deployment configurations and the height of the material after placement. Depth shall be verified utilizing fathometer, depth sounder, or similar device accurate to within 1 meter. Also, include information on the condition of the material at the time of deployment. The report and drawing shall be limited to a few pages per deployment. Representative photographs and/or video, if available, are encouraged to be submitted.

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 5 of 11

6. Ownership/Maintenance/Liability: By signing this permit, the Permittee certifies and acknowledges ownership of all artificial reef materials deployed on the reef, accepts responsibility for maintenance of the artificial reef, and possesses the ability to assume liability for all damages that may arise with respect to the artificial reef.

7. 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.

8. Sea Turtle, Smalltooth Sawfish and Sturgeon Conditions: The Permittee shall comply with the attached National Marine Fisheries Service's "*Sea Turtle and Smalltooth Sawfish Construction Conditions*", which also applies to sturgeon.

9. Manatee Conditions: The Permittee shall comply with the attached "*Standard Manatee Conditions for In-Water Work – 2011.*"

10. Protected Species Guidance: The Permittee shall comply with the attached "*Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting*" guidance for marine turtles and marine mammals.

11. Self-Certification: Within 60 days of completion of the authorized work or at the expiration of the construction authorization of this permit, whichever occurs first, the Permittee shall complete the attached "*Self-Certification Statement of Compliance*" form and submit to the Corps. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.

12. 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

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 6 of 11

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 in the vicinity and notify the Corps. 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. A cultural resources assessment may be required of the permit area, 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 and 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 in the vicinity shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist. 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, SHPO and the Corps.

e. In the unlikely event that human remains are encountered on federal or tribal lands, or in situations where Archaeological Resources Protection Act of 1979, or Native American Graves Protection Repatriation Act of 1990 applies, all work in the vicinity shall immediately cease and the Permittee immediately notify the Corps. The Corps shall then notify the appropriate THPO(s) and SHPO. 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. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or appropriate THPO(s), SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the appropriate THPO(s) and the Corps.

Further Information:

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

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 7 of 11

(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.

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 8 of 11

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:

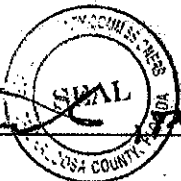
- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- c. Significant new information surfaces which this office did not consider in reaching 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.


PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 9 of 11

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

A circular seal for Okaloosa County, Florida, featuring the word "SEAL" in the center and "OKALOOSA COUNTY, FLORIDA" around the perimeter.
Charles K. Windes Jr. (PERMITTEE) April 1, 2014 (DATE)

Charles K. Windes Jr.
(PERMITTEE NAME-PRINTED)

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

A handwritten signature in black ink, appearing to read "AM Dodd".
for (DISTRICT ENGINEER) APRIL 14, 2014 (DATE)
Alan M. Dodd,
Colonel, U.S. Army
District Commander

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 9 of 11

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

(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)

Alan M. Dodd,
Colonel, U.S. Army
District Commander

(DATE)

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 10 of 11

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.

(TRANSFEEE-SIGNATURE)

(DATE)

(NAME-PRINTED)

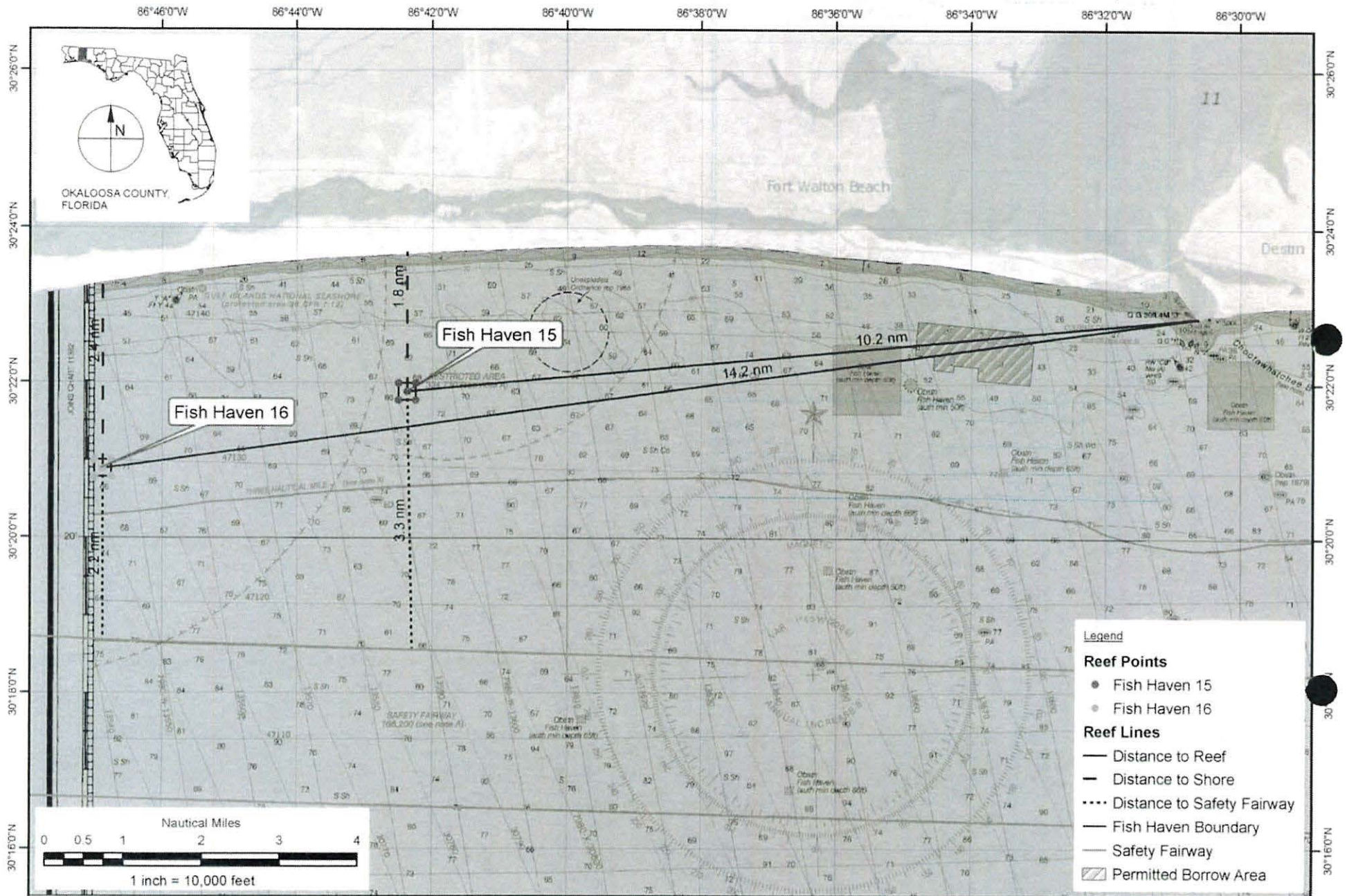
(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 11 of 11

***Attachments to Department of the Army
Permit Number SAJ-2012-03221***

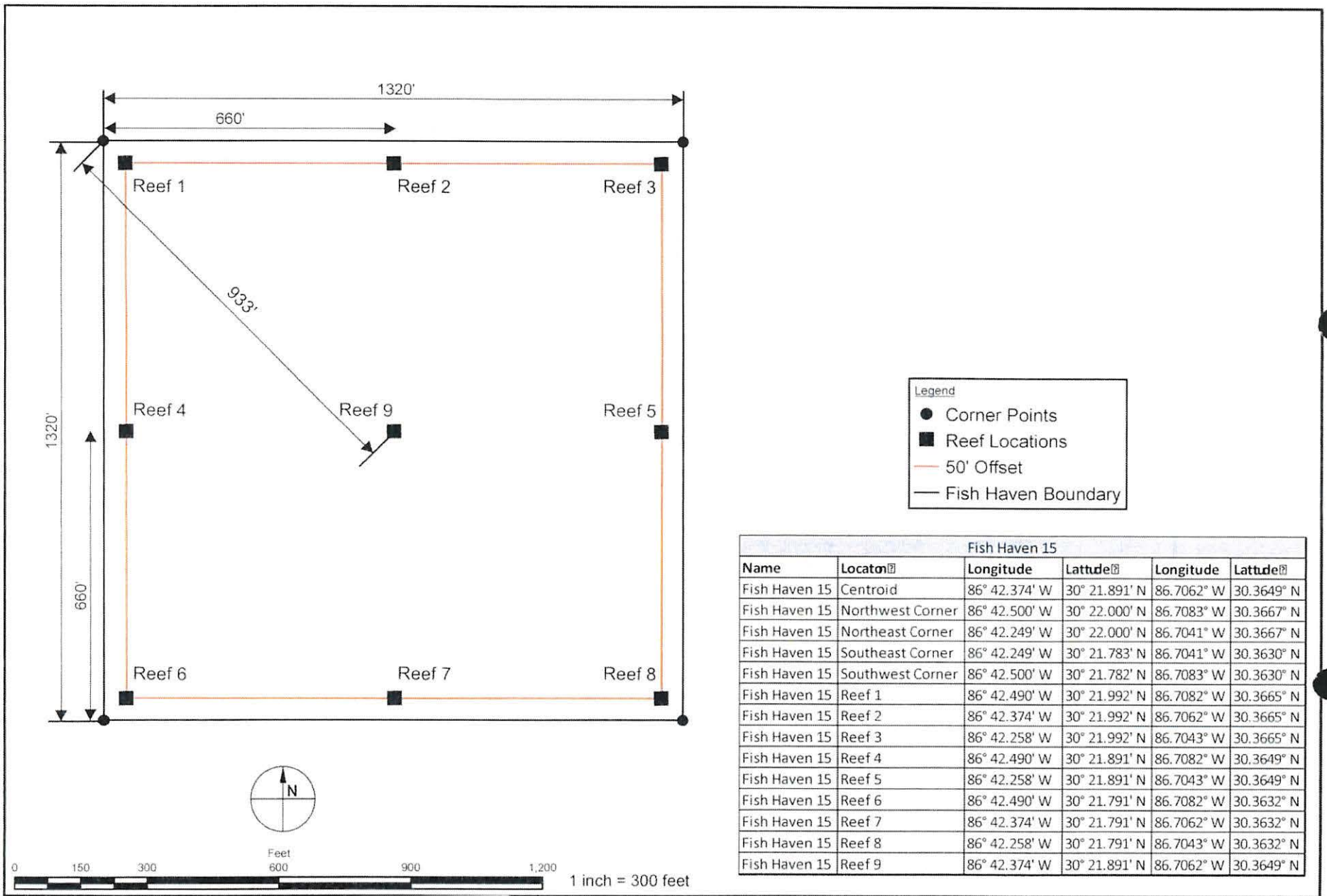
1. PERMIT DRAWINGS: Three (3) pages, dated 25 February 2014.
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 3 of this DA permit. Six (6) pages.
3. SEA TURTLE, SAWFISH AND STURGEON CONDITIONS: One (1) page.
4. MANATEE CONDITIONS: One (1) page.
5. VESSEL STRIKE AVOIDANCE MEASURES: Two (2) pages.
6. FLORIDA ARTIFICIAL REEF MATERIALS CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION FORM:
7. FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION FORM:
8. SELF-CERTIFICATION FORM: One (1) page.



Applicant: Okaloosa County BOCC
 File: 2012-03221 (SP-SWA)
 Date: 24 February 2014
 Page 1 of 3

FIGURE 1
 FISH HAVEN 15 & 16
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

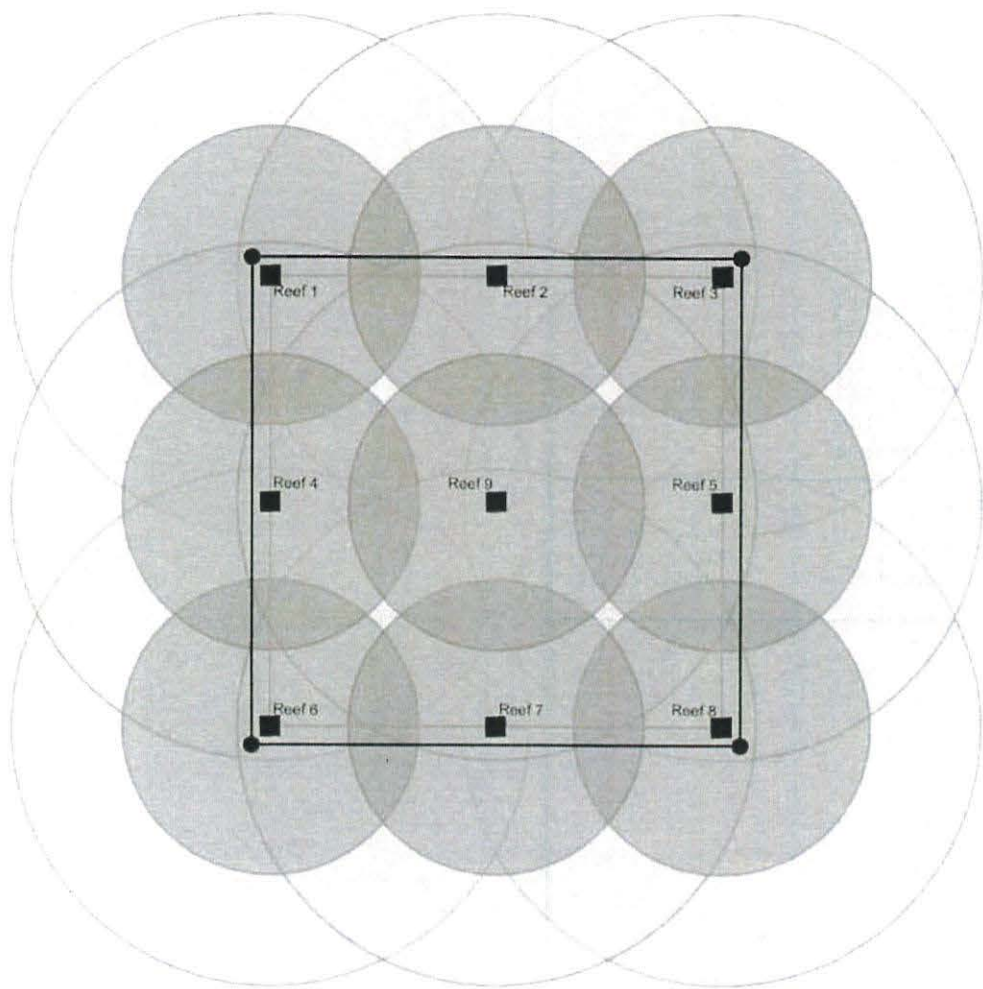
PROJECT	C2012-052	SEAL	
DRAWN BY	PL		
SHEET	1 of 3		
DATE	OCT 2012	MATTHEW E. TRAMMELL P.E. # 8024	DATE



Applicant: Okaloosa County BOCC
 File: 2012-03221 (SP-SWA)
 Date: 24 February 2014
 Page 2 of 3

FIGURE 2
 FISH HAVEN 15
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2012-052	SCALE	
DRAWN BY	PL		
SHEET	2 of 4		
DATE	OCT 2012	Matthew A. Tamm	DATE



Legend

- Corner Points
- Reef Locations
- - - 50' Offset
- Fish Haven Boundary

Foraging pressure is greater in the darker shaded areas. Foraging characteristics on the perimeter represent an infinite foraging prospect. The two circles around each reef location represent a 400' and 700' foraging radius, characteristic of target species such as red snapper and gag grouper.



Applicant: Okaloosa County BOCC
 File: 2012-03221 (SP-SWA)
 Date: 24 February 2014
 Page 3 of 3

FIGURE 3
 TYPICAL FORAGING PRESSURE
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2012-052	SEAL	
DRAWN BY	PL		
SHEET	3 of 3		
DATE	NOV 2012	MATTHEWS, TRAMMELL, P.E. # 8044	DATE



FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
160 W GOVERNMENT STREET, SUITE 308
PENSACOLA, FLORIDA 32502-5794

RICK SCOTT
GOVERNOR

JENNIFER CARROLL
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

January 25, 2013

Okaloosa County Board of County Commissioners
1804 Lewis Turner Blvd, Suite 100
Fort Walton Beach, FL 32547

Okaloosa County Fish Haven 15
File Number: 46-0315101-001-EG, Okaloosa County

Dear Okaloosa County Board of County Commissioners:

This is to acknowledge receipt of your Notice, (File No. 46-0315101-001-EG), received on November 13, 2012, of Intent to use the Noticed General Permit for the construction of an artificial reef, pursuant to Rule 62-346, and 62-330.600, Florida Administrative Code (F.A.C.). The project is located approximately 1.8 nautical miles south of Okaloosa Island, Latitude 30.3649° N/Longitude 86.7062° W, in the Gulf of Mexico south of Okaloosa County. Based on the forms, drawings, and documents submitted with your application and attached to this letter, it appears that the project meets the requirements for the general permit listed above.

Any activities performed under a Noticed General Permit are subject to general conditions required in Rule 62-330.405, F.A.C. (enclosed), and the specific conditions of Rule 62-330.600(enclosed). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the Noticed General Permit must be completed within five years from the date the Notice to use the Noticed General Permit was received by the Department. Also note that **the construction phase cannot be extended**, per section 6.1.2.1, Volume I of the Applicant's Handbooks.

Please note: This letter confirms that your proposed project qualifies for the Noticed General Permit identified herein, but does not constitute the Department's determination of the wetland boundary depicted in the attached drawings of the property.

Authorization to use sovereignty submerged lands – Required

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under chapters 253 and 258 of the Florida Statutes, and Chapter 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a Letter of Consent under rule 18-21.005(1)(c)(9), F.A.C. and section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this.

Be advised that your neighbors and other parties who may be substantially affected by the proposed activity allowed under this determination of approval of the Noticed General Permit have a right to request an administrative hearing on the Department's decision that the proposed activity qualifies for this general permit. If an administrative hearing is timely requested by a substantially affected person, the finding that the proposed activity qualifies for this general permit must be reconsidered, and it is possible that the hearing could result in a determination that the proposed activity does not qualify for the general permit. Under Rule 28-106.111 of the Florida Administrative Code, a request for such an administrative hearing must be filed with the Department's Clerk in the Office of General Counsel within 14 days of publication of notice in a newspaper of general circulation in the county where the activity is to take place.

The Department will not publish notice of this determination. *Publication of this notice by you is optional and not required for you to proceed.* However, in the event that an administrative hearing is held and the Department's determination is reversed, proceeding with the proposed activity before the time period for requesting an administrative hearing has expired would mean that the activity was conducted without the required permits.

If you wish to limit the time within which all substantially affected persons may request an administrative hearing, you may elect to publish the notice of rights of substantially affected persons, at your own expense one time only in the legal advertisement section of a newspaper of general circulation in the county where the activity is to take place. If you wish to limit the time within which any specific person(s) may request an administrative hearing, you may provide such person(s), by certified mail, a copy of this determination.

For the purposes of publication, a newspaper of general circulation means a newspaper meeting the requirements of Sections 50.011 and 50.031 of the Florida Statutes. In the event you do publish this notice, within seven days of publication, you must provide to the following address a certification or affidavit of publication issued by the newspaper. If you provide direct written notice to any person as noted above, you must provide to the following address a copy of the direct written notice: Department of Environmental Protection, at 160 W. Government Street, Pensacola, Florida 32501-5740.

NOTICE OF RIGHTS OF SUBSTANTIALLY AFFECTED PERSONS

Use of the Noticed General Permit authorized by Rule 62-330.600, F.A.C. is hereby granted. This determination is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this determination.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Subsection 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any

persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Subsection 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

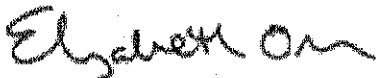
Any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, 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.

A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency.

If you have any questions, please contact Heather Mason at the letterhead address above, by phone at (850) 595-0608, or by e-mail at Heather.Mason@dep.state.fl.us. When referring to this project, please use the file number listed above.

Executed in Escambia County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Elizabeth Mullins Orr
Program Administrator
Submerged Lands & Environmental
Resource Program

Enclosures: Drawings (7 pages)
Rule 62-330.405, F.A.C., General Conditions (2 pages)
Rule 62-330.600, F.A.C., NGP for the Construction of Artificial Reefs (1 page)

c: U.S. Army Corps of Engineers
Scott Henson, Agent
Jon Dodrill, FWC

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit, including all copies,
was mailed or emailed before the close of business on
January 25, 2013 to the above listed persons.

FILING AND ACKNOWLEDGMENT

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

Clerk

Date

Brandy Bass

1/25/2013



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

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



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



Vessel Strike Avoidance Measures and Reporting for Mariners NOAA Fisheries Service, Southeast Region

Background

The National Marine Fisheries Service (NMFS) has determined that collisions with vessels can injure or kill protected species (e.g., endangered and threatened species, and marine mammals). The following standard measures should be implemented to reduce the risk associated with vessel strikes or disturbance of these protected species to discountable levels. NMFS should be contacted to identify any additional conservation and recovery issues of concern, and to assist in the development of measures that may be necessary.

Protected Species Identification Training

Vessel crews should use an Atlantic and Gulf of Mexico reference guide that helps identify protected species that might be encountered in U.S. waters of the Atlantic Ocean, including the Caribbean Sea, and Gulf of Mexico. Additional training should be provided regarding information and resources available regarding federal laws and regulations for protected species, ship strike information, critical habitat, migratory routes and seasonal abundance, and recent sightings of protected species.

Vessel Strike Avoidance

In order to avoid causing injury or death to marine mammals and sea turtles the following measures should be taken when consistent with safe navigation:

1. Vessel operators and crews should maintain a vigilant watch for marine mammals and sea turtles to avoid striking sighted protected species.
2. When whales are sighted, maintain a distance of 100 yards or greater between the whale and the vessel.
3. When sea turtles or small cetaceans are sighted, attempt to maintain a distance of 50 yards or greater between the animal and the vessel whenever possible.
4. When small cetaceans are sighted while a 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 the cetacean has left the area.
5. Reduce vessel speed to 10 knots or less when mother/calf pairs, groups, or large assemblages of cetaceans are observed near an underway vessel, when safety permits. A single cetacean at the surface may indicate the presence of submerged animals in the vicinity; therefore, prudent precautionary measures should always be exercised. The vessel should attempt to route around the animals, maintaining a minimum distance of 100 yards whenever possible.

6. Whales may surface in unpredictable locations or approach slowly moving vessels. When an animal is sighted in the vessel's path or in close proximity to a moving vessel and when safety permits, reduce speed and shift the engine to neutral. Do not engage the engines until the animals are clear of the area.

Additional Requirements for the North Atlantic Right Whale

1. If a sighted whale is believed to be a North Atlantic right whale, federal regulation requires a minimum distance of 500 yards be maintained from the animal (50 CFR 224.103 (c)).
2. Vessels entering North Atlantic right whale critical habitat are required to report into the Mandatory Ship Reporting System.
3. Mariners should check with various communication media for general information regarding avoiding ship strikes and specific information regarding North Atlantic right whale sighting locations. These include NOAA weather radio, U.S. Coast Guard NAVTEX broadcasts, and Notices to Mariners. Commercial mariners calling on United States ports should view the most recent version of the NOAA/USCG produced training CD entitled "A Prudent Mariner's Guide to Right Whale Protection" (contact the NMFS Southeast Region, Protected Resources Division for more information regarding the CD).
4. Injured, dead, or entangled right whales should be immediately reported to the U.S. Coast Guard via VHF Channel 16.

Injured or Dead Protected Species Reporting

Vessel crews should report sightings of any injured or dead protected species immediately, regardless of whether the injury or death is caused by your vessel.

Report marine mammals to the Southeast U.S. Stranding Hotline: 877-433-8299
Report sea turtles to the NMFS Southeast Regional Office: 727-824-5312

If the injury or death of a marine mammal was caused by a collision with your vessel, responsible parties should remain available to assist the respective salvage and stranding network as needed. NMFS' Southeast Regional Office should be immediately notified of the strike by email (takereport.nmfsser@noaa.gov) using the attached vessel strike reporting form.

For additional information, please contact the Protected Resources Division at:

NOAA Fisheries Service
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701
Tel: (727) 824-5312
Visit us on the web at <http://sero.nmfs.noaa.gov>



FLORIDA ARTIFICIAL REEF MATERIALS CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION

(Issued pursuant to Ch. 379.249(6)(b), Florida Statutes)



I, _____
Name of individual managing reef deployment (print) Signature Date

whose address is _____ (____) _____
Street City State Zip Code Phone

declare that I am staging and transporting the following artificial reef construction materials allowable pursuant to the U.S. Army Corps of Engineers Artificial Reef Permit referenced below and agree to comply with all permit conditions in the permit listed below and attached to this manifest. I understand this artificial reef site is open to public access and this authorization does not provide any rights or exclusive private use over those rights or uses to the general public.

The address of the land based reef materials staging area is: _____

Transporting Vessel Registration Number: _____

Vessel Owner: _____ Vessel Operator: _____

The following items are to be deployed as reef material (attach additional sheets when more than four locations):

MATERIAL TAG ID NUMBER(S), if applicable	Descriptions of material (number of pieces, type, dimension, weight)	GPS Coordinates <small>degrees, minutes, decimal minutes (DD°MM.mmm')</small>
		Lat: _____ ° _____ ' _____ '' Lon: _____ ° _____ ' _____ ''
		Lat: _____ ° _____ ' _____ '' Lon: _____ ° _____ ' _____ ''
		Lat: _____ ° _____ ' _____ '' Lon: _____ ° _____ ' _____ ''
		Lat: _____ ° _____ ' _____ '' Lon: _____ ° _____ ' _____ ''

A copy of the below referenced permit(s) and all associated conditions is attached to this manifest and shall be carried on board the vessel during loading, storing, or transporting artificial reef material.

-- OFFICIAL USE ONLY --
(TO BE COMPLETED BY PERMIT HOLDER, OR AUTHORIZED ARTIFICIAL REEF INSPECTOR)

Permit Holder: _____
Name of U.S. Department of the Army, Corps of Engineers (ACOE) Permit Holder

ACOE permit number _____, permitted site name _____
issued on _____ and has an expiration date of _____

Local tracking number (if applicable): _____

(Name of FWC authorized Artificial Reef Inspector, printed)

(Signature)

(Date)

EXPLANATION SHEET FOR THE ARTIFICIAL REEF MATERIALS CARGO MANIFEST FORM

The attached artificial reef cargo manifest has been developed in compliance with subsection 379.249(6)(b), Florida Statutes, which states that:

"It is unlawful for any person to: store, possess or transport on or across state waters any materials reasonably suited for artificial reef construction and stored in such a manner providing ready access for use and placement as an artificial reef, unless a valid cargo manifest issued by the commission or a commission-certified inspector is onboard the transporting vessel. The manifest will serve as authorization to use a valid permitted site or land-based staging area, which will validate that the type of artificial reef construction material being transported is permissible for use at the permitted site, and will describe and quantify the artificial reef material being transported. The manifest will also include the latitude and longitude coordinates of the proposed deployment location, the valid permit number, and the copy off the permit conditions for the permitted site. The manifest must be available for inspection by any authorized law enforcement officer or commission employee."

This requirement for a cargo manifest became part of the statutory revision of the artificial reef program statute Section 379.249 Florida Statutes (F.S.), modified during the 2000 State of Florida Legislature. The statutory language allows a "commission certified inspector" to complete and approve the artificial reef materials cargo manifest. Therefore, we are providing the attached cargo manifest form to all local coastal government artificial reef coordinators and eligible non-profit corporations who may physically construct artificial reefs with the approval of the permit holders.

INSTRUCTIONS

A separate cargo manifest form is to be completed for each load to be transported offshore (i.e., one manifest per voyage). The manifest is to list all, and only, the reef materials onboard.

The top of the form is to be filled out by the reef builder with his/her contact information and the information about the proposed reef materials to be deployed written into the boxes. If several materials are identical but have different tag numbers, please write "SAME" in the box for the other materials. Also put "SAME" under additional coordinates if all materials are going to the same deployment site.

The shaded portion of the form at the bottom is to be filled out by the materials inspector. The cargo manifest must be completed by an entity representing the holder of the applicable artificial reef permit to assure that all materials meet the requirements of the permit.

Completion of the artificial reef materials cargo manifest is required for all construction activities.

The requirement to complete this document is not intended to be an undue burden on entities wishing to legally construct artificial reefs within permitted sites, but is a tool to assist law enforcement personnel in preventing the illegal construction of artificial reefs without the knowledge of the permit holder or in areas outside of legally permitted sites. It is intended to allow law enforcement staff to determine whether or not a load of materials is legal under the permit conditions. Without a properly completed Cargo Manifest Form on board, reef builders will be returned to port pursuant to Chapter 379.249 (6) (b). It is not necessary to send a copy of the Cargo Manifest Form to the FWC artificial reef section in Tallahassee. Documentation of the reef building activity should be maintained by the entity issuing the manifest in the event of any FWC inquiries.

Reminder: the placement of all public artificial reefs in state or adjacent federal waters requires the submittal of a Materials Placement Report to the FWC artificial reef program within 30 days of public reef deployment in accordance with s. 379.249 F.S.

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2012-03221 (SP-SWA)

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

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

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 the 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

APPENDIX E
FISH HAVEN #15 and #16 BOTTOM SURVEY REPORT

SKC, LLC

96 YACHT CLUB DR. #4

FORT WALTON BEACH, FL. 32548

850.225.1478

Jan. 21st, 2013

Scott R. Henson
Environmental Regulatory Manager
Artificial Reef Program Manager
Mosquito Control Interim Director
Okaloosa County
1759 South Ferdon Blvd.
Crestview Florida 32536

Method: D/V Intrepid 1, Garmin 42132

Conditions: Seas calm, winds out of the SW at about 3mph. Visibility was about 70' water temp. 65. Air temp. in the upper 60's.

Chronology: On Jan. 21st 2013, underwater surveys for the two proposed artificial reef sites were conducted. The survey methodology employed at both sites was identical and consisted of the following procedures:

The buoy was deployed at the center of the coordinate for each of the two sites
30 21.891 / 86 42.374 – Fish Haven #15
30 20.891 / 86 46.874 – Fish Haven #16

Two divers using SCUBA descended to the bottom and worked a pattern (starfish) out and back, approximately 70' on each leg. Randomly a fiberglass probe was inserted into the sand to check for any hard substrate.

Fish Haven #15

No attached sessile organisms nor limestone formations (hardbottom) were observed at this site during the bottom survey. The water depth was approximately 70'.

The following motile organisms were observed:

Hundreds of sand dollars (*Clypeaster subdepressus*)

Many pearly razorfish (*Xyrichtys novacula*)

Many beaded sea stars (*Astropecten articulatus*)

Fish Haven #16

The results were the same, no attached sessile organisms nor limestone formations. The water depth was approximately 68'. The same motile organisms were noted on this dive.

An additional fathometer survey was conducted on both sites. No noticeable variations were observed on either site, determining that no hard bottom was present. It is in my opinion that these two sites are suitable for the deployment of artificial reef material.

Mark Christy

Mchristy47@gmail.com

850.225.1478

APPENDIX F
EGLIN ACCESS AFFIDAVIT FORM

EGLIN AIR FORCE BASE ACCESS AFFIDAVIT

PRIVACY ACT STATEMENT

AUTHORITY: Section 3101, Title 44, United States Code, AFI 33-332, 5 USC 552A

PURPOSE: Used for requesting personal information to assist security personnel in developing records to document contractor employee suitability for access to Eglin Air Force Base, Florida to work under Air Force contracts. The SSN and Date of Birth (DOB) are necessary to identify the person and records. This information may be used to determine suitability of persons desiring access to Eglin Air Force Base as well as for other lawful purposes including law enforcement and litigation.

ROUTINE USES: All contractors, subcontractors, unit's or sponsoring activities who have employees not authorized a Command Access Card or security clearance and requires access to Eglin Air Force Base in performance of their official duties, and/or whose contract expires in less than one year.

DISCLOSURE: Disclosure of requested information is voluntary. Failure to provide information could result in access privileges being refused or withdrawn. The Privacy Act Statement will apply throughout the duration of the Air Force contract while serving in the capacity of prime contractor or subcontractor/supplier employee.

COMPANY

NAME	PHONE
WORK SITE LOCATION	TYPE OF WORK(<i>Employee</i>)

AUTHORIZATION TO ENTER EGLIN AFB FOR BUSINESS PURPOSES ONLY

DAYS OF WEEK(<i>Check on that Apply</i>)	HOURS
<input type="checkbox"/> MONDAY <input type="checkbox"/> TUESDAY <input type="checkbox"/> WEDNESDAY <input type="checkbox"/> THURSDAY	EARLIEST ENTRY HOUR
<input type="checkbox"/> FRIDAY <input type="checkbox"/> SATURDAY <input type="checkbox"/> SUNDAY	LATEST ENTRY HOUR

CONTRACTOR

NAME (<i>Last, First, Middle (Add Suffix Sr., Jr. after last name)</i>)		SSN
OTHER NAMES ALSO USED (<i>If none, write "NONE"</i>)		HOME PHONE
DATE OF BIRTH	DRIVER LICENSE NUMBER	STATE
BIRTHPLACE (<i>City/State/Country</i>)		COUNTRY OF CITIZENSHIP
RESIDENT ALIEN NUMBER OR IMMIGRATION DOCUMENT NUMBER AND DESCRIPTION		
STREET ADDRESS (<i>No P.O. Boxes</i>)		CITY
		STATE
		ZIP CODE
<input type="checkbox"/> MALE	RACE	HAIR COLOR
<input type="checkbox"/> FEMALE		EYE COLOR
		HEIGHT
		WEIGHT

PHYSICAL BODY CHANGES OR TATTOOS

THE INFORMATION ON THIS FORM IS BEING COLLECTED IN ACCORDANCE WITH FEDER LAW PERMITTING THE INSTALLATION COMMANDER TO LIMIT ACCESS TO THE INSTALLATION FOR SECURITY REASONS (50 U.S.C. 797 AND DoD INSTRUCTION 5200.8) THIS DATA WILL BE USED TO SCREEN INDIVIDUALS WHO HAVE OR ARE ARE SEEKING ACCESS TO EGLIN AIR FORCE BASE, FLORIDA. FAILURE TO PROVIDE TRUTHFUL, COMPLETE AND ACCURATE RESPONSES MAY BE USED AS A BASIS TO DENY ENTRY TO EGLIN AIR FORCE BASE AND IS ALSO PUNISHABLE AS A CRIMINAL OFFENSE

FOR OFFICIAL USE ONLY

PLEASE ANSWER EACH OF THE FOLLOWING QUESTIONS BY CHECKING THE CORRECT ANSWER. THE INFORMATION YOU PROVIDE WILL BE VERIFIED THROUGH STATE AND FEDERAL CRIMINAL HISTORY RECORD CHECKS.

	YES	NO
CAN U.S. CITIZENSHIP, IMMIGRATION STATUS, OR SOCIAL SECURITY ACCOUNT NUMBER BE VERIFIED?	<input type="checkbox"/>	<input type="checkbox"/>
HAVE YOU EVER BEEN BARRED FROM ENTRY/ACCESS TO ANY FEDERAL/MILITARY INSTALLATION OR FACILITY?	<input type="checkbox"/>	<input type="checkbox"/>
ARE YOU WANTED BY FEDERAL OR CIVIL LAW ENFORCEMENT AUTHORITIES, REGARDLESS OF OFFENSE/VIOLATION (i.e., an "order to arrest" has been issued by a judge) ?	<input type="checkbox"/>	<input type="checkbox"/>
HAVE YOU BEEN CONVICTED OF ANY OFFENSE THAT INVOLVED VIOLENCE IN THE WORKPLACE?	<input type="checkbox"/>	<input type="checkbox"/>
HAVE YOU BEEN CONVICTED OF ANY VIOLENT CRIMINAL OFFENSE THAT RESULTED IN DEATH?	<input type="checkbox"/>	<input type="checkbox"/>
HAVE YOU BEEN CONVICTED OF ANY OFFENSE THAT INVOLVED USE OF A WEAPON?	<input type="checkbox"/>	<input type="checkbox"/>
HAVE YOU BEEN INCARCERATED FOR 12 MONTHS OR LONGER, REGARDLESS OF OFFENSE/VIOLATION, UNLESS RELEASED ON PROOF OF INNOCENCE?	<input type="checkbox"/>	<input type="checkbox"/>
HAVE YOU EVER BEEN CONVICTED OF ESPIONAGE, SABOTAGE, TREASON, OR TERRORISM OR MURDER?	<input type="checkbox"/>	<input type="checkbox"/>
DOES YOUR NAME APPEAR ON ANY FEDERAL AGENCY'S "WATCH LIST" OR "HIT LIST" FOR CRIMINAL BEHAVIOR OR TERRORIST ACTIVITY?	<input type="checkbox"/>	<input type="checkbox"/>
HAVE YOU BEEN PREVIOUSLY DENIED ACCESS TO ANY DOD INSTALLATIONS?	<input type="checkbox"/>	<input type="checkbox"/>
HAVE YOU BEEN CONVICTED OF FIREARMS OR EXPLOSIVES VIOLATION?	<input type="checkbox"/>	<input type="checkbox"/>
HAVE YOU BEEN CONVICTED OF SEXUAL ASSAULT/ROBBERY, RAPE, CHILD MOLESTATION, DRUG POSSESSION WITH INTENT TO SELL, DRUG DISTRIBUTION, OR TRAFFICKING IN HUMANS?	<input type="checkbox"/>	<input type="checkbox"/>
ARE YOU A REGISTERED SEX OFFENDER?	<input type="checkbox"/>	<input type="checkbox"/>
ARE YOU AN UNDOCUMENTED, NON-US., CITIZEN (FOREIGN NATIONAL)?	<input type="checkbox"/>	<input type="checkbox"/>

NOTE TO APPLICANT: ATTESTATION

I UNDERSTAND THAT BY SIGNING THIS APPLICATION, THE INFORMATION I HAVE PROVIDED ON THIS APPLICATION IS TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IS PROVIDED IN GOOD FAITH. I UNDERSTAND THAT A KNOWING AND WILLFUL FALSE STATEMENT ON THIS APPLICATION CAN BE PUNISHED BY BARMENT FROM THE INSTALLATION, A FINE, IMPRISONMENT OR BOTH. (18 U.S.C. SECTION 1001)

FURTHER, I UNDERSTAND THAT UNDER THE AUTHORITY OF 50 U.S.C. SECTION 797 AND DoDI 5200.8, THE INSTALLATION COMMANDER HAS IMPOSED A CONTINUING OBLIGATION FOR ME TO DISCLOSE TO EGLIN AIR FORCE BASE, WITHIN 24 HOURS, IF I AM CONVICTED OR FOUND NOT GUILTY BY REASON OF INSANITY OF ANY OF THE ABOVE CRIMINAL OFFENSES THAT OCCURS WHILE I HAVE UNESCORTED ACCESS AUTHORITY WITHIN EGLIN AIR FORCE BASE

APPLICANT NAME (print legibly)

APPLICANT SIGNATURE

DATE

COMPANY NAME

COMPANY REPRESENTATIVE NAME

COMPANY REPRESENTATIVE SIGNATURE



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

REPLY TO
ATTENTION OF

April 14, 2014

Pensacola Permits Section
SAJ-2012-03222 (SP-SWA)

Okaloosa County Board of County Commissioners
1804 Lewis Turner Boulevard, Suite 100
Ft. Walton Beach, Florida 32547

Ladies and Gentlemen:

The U.S. Army Corps of Engineers (Corps) is pleased to enclose the Department of the Army permit, which should be available at the construction site. Work may begin immediately but the Corps must be notified of:

- a. The date of commencement of the work,
- b. The dates of work suspensions and resummptions of work, if suspended over a week, and
- c. The date of final completion.

This information should be mailed to the Special Projects and Enforcement Branch of the Regulatory Division of the Jacksonville District at 41 North Jefferson Street, Suite 301, Pensacola, Florida 32502. The Special Projects and Enforcement Branch is also responsible for inspections to determine whether Permittees have strictly adhered to permit conditions.

IT IS NOT LAWFUL TO DEVIATE FROM
THE APPROVED PLANS ENCLOSED.

Sincerely,

DK Donald W. Kinard
Chief, Regulatory Division

Enclosures:
Proffered Permit



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

March 10, 2014

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2012-03222 (SP-SWA)

Okaloosa County Board of County Commissioners
1804 Lewis Turner Boulevard, Suite 100
Ft. Walton Beach, Florida 32547

Gentlemen:

The U.S. Army Corps of Engineers (Corps) has completed the review and evaluation of your Department of the Army permit application, number SAJ-2012-03222. Our regulations require that you have an opportunity to review the terms and conditions prior to final signature by the Department of the Army. Enclosed is an unsigned Department of the Army permit instrument (permit).

Please read carefully the Special Conditions beginning on page 3 of the permit. These were developed to apply specifically to your project. Water Quality Certification is also required prior to issuance of a permit. The Corps has received a copy of the State of Florida certification for your project. In accordance with General Condition 5 of the permit, any special conditions of the Water Quality Certification have been attached to the Department of the Army permit.

Instructions for Objecting to Permit Terms and Conditions: This letter contains an initial proffered permit for your proposed project. If you object to certain terms and conditions contained within the permit, you may request that the permit be modified. Enclosed you will find a Notification of Administrative Appeal Options and Process fact sheet and Request for Appeal (RFA) form. If you choose to object to certain terms and conditions of the permit, you must follow the directions provided in Section 1, Part A and submit the completed RFA form to the letterhead address.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria under 33 CFR Part 331.5, and that it has been received by the District office within 60 days of the date of the RFA. Should you decide to submit an RFA form, it must be received at the letterhead address by **May 9, 2014**.

Instructions for Accepting Terms and Conditions and Finalizing Your Permit: It is not necessary to submit an RFA form to the District office, if you do not object to the decision in this letter. In this case, the permit must be signed by the applicant in the space provided on the signature page of the permit. In the case of corporations,

acceptance must be by an officer of that corporation authorized to sign on behalf of the corporation. The party responsible for assuring the work is done in accordance with the permit terms and conditions must sign the permit. Please type or print the name and title of the person signing below the signature and the date signed.

SIGN (PAGE 9) AND RETURN THE ENTIRE PERMIT, INCLUDING ALL ATTACHMENTS, TO THE LETTERHEAD ADDRESS

The permit will be signed by the District Engineer or his representative. The Corps will add the permit expiration date to the permit and return the permit to you. It is important to note that the permit is not valid until the District Engineer or his representative signs it.

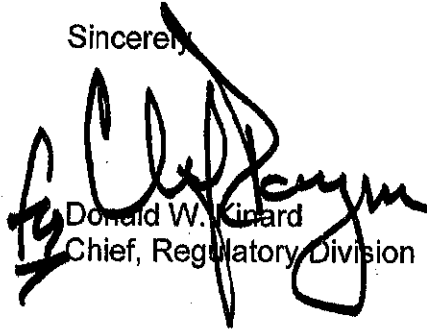
Please note U.S. Coast Guard regulations may require you as permittee to provide information for a Notice to the maritime community regarding your project. You should contact the Coast Guard Sector Mobile Waterways Management Branch (spw), 1500 15th Street, Mobile, AL 36615 or by phone at 251-441-5684 to determine if a Notice is necessary. Also any safety lights, signs and signals prescribed by the U.S. Coast Guard through their regulations or otherwise, must be installed and maintained at your expense as permittee on authorized facilities in navigable waters of the United States. To receive a U.S. Coast Guard Private Aids to Navigation marking determination, you are advised to contact the Eighth Coast Guard District (dpw), 500 Poydras St. Suite 1230, New Orleans, LA 70130, 504-671-2328 or via email to: D8oanPATON@uscg.mil prior to installation/construction of any fixed structures. For general information related to Private Aids to Navigation please visit the Eighth CG District web site at: <http://www.uscg.mil/d8/waterways/PATON.Home.asp>.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

If you have any questions concerning this application, you may contact Steve Andrews Jr. in writing at the letterhead address, by electronic mail at

stephen.w.andrews@usace.army.mil, or by telephone at 850-439-0707.

Sincerely,



Donald W. Kinard
Chief, Regulatory Division

Enclosures

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Okaloosa County BOCC

File Number: SAJ-2012-03222

Date: 10 March 2014

Attached is:

See Section below

X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Project Manager as noted in letter

If you only have questions regarding the appeal process you may also contact:

**for process:
Stuart Santos 904-232-2018**

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:

DEPARTMENT OF THE ARMY PERMIT

Permittee: Okaloosa County Board of County Commissioners
1804 Lewis Turner Boulevard, Suite 100
Ft. Walton Beach, Florida 32547

Permit No: SAJ-2012-03222 (SP-SWA)

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 Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

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

Project Description: The applicant proposes to establish an artificial reef area, which would be referred to as the "Fish Haven #16". It would consist of a ¼ by ¼ mile deployment area, totaling 40 acres, which would provide enhanced habitat and recreational fishing and diving opportunities upon implementation of the project. Additionally, there would be a deployment buffer of 50 feet on each side. Material to be deployed would consist of clean concrete or rock and prefabricated structures that are a mixture of clean concrete and heavy gauge steel. The material to be deployed would have a maximum profile height of no more than 30 feet and would result in a minimum authorized depth of -38 feet at mean lower low water MLLW. The applicant would implement a monitoring plan. The work described above is to be completed in accordance with the three (3) pages of drawings affixed at the end of this permit instrument.

Project Location: The project site is located in the Gulf of Mexico, 14.2 nautical miles southwest of Destin pass, 2.2 nautical miles north of the East-West Safety Fairway and 2.4 nautical miles south of Okaloosa Island off of Okaloosa County, Florida.

Latitude & Longitude:

NE Site Corner: Latitude: 30.3500° North
Longitude: 86.7791° West

NW Site Corner: Latitude: 30.3500° North
Longitude: 86.7833° West

SE Site Corner: Latitude: 30.3630° North

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 2 of 11

Longitude: 86.7041° West

SW Site Corner: Latitude: 30.3464° North
Longitude: 86.7833° West

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **March 10, 2024**. 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.

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 3 of 11

Special Conditions:

1. **Reporting Addresses:** The Permittee shall reference this permit number, SAJ-2011-03485 (SP-SWA), on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

(a) U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section
41 North Jefferson Street, Suite 301
Pensacola, Florida 32502

The Permittee shall reference this permit number,
SAJ-2010-03163 (SP-SWA), on all submittals.
Or email at: CESAJ-ComplyDocs@usace.army.mil

(b) National Oceanic and Atmospheric Administration
(NOAA), Marine Chart Division, Office of
Coast Survey, N/CS26, Sta. 7317
1315 East-West Highway
Silver Springs, MD, 20910-3282
Or email at: ocs.ndb@noaa.gov.

(c) Commander, U.S. Coast Guard (USCG)
8th Coast Guard District
Hale Boggs Federal Building
500 Poydras Street
New Orleans, LA 70130

(d) Florida Fish and Wildlife Conservation Commission
(FWC), Artificial Reef Program,
620 S. Meridian Street, Box 4B2
Tallahassee, FL 32399.
Or email at: artificialreefdeployments@MyFWC.com

2. **Initial Agency Notification:** The Permittee shall provide to the Corps, NOAA and USCG written notification of the planned deployment start date at least two weeks prior to the initial deployment on the authorized artificial reef site.

3. **Protection of Existing Resources:** The Permittee shall not deploy artificial reef materials until an assessment of the bottom conditions have been accomplished by diver, submersible video camera, fathometer, depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection of the deployment area may occur at the time of

deployment, but no more than one year prior to deployment. The Permittee shall maintain a deployment buffer of at least 200 feet from any submerged beds of sea grasses, coral reefs, live bottom, areas supporting growth of sponges, sea fans, soft corals, and other sessile macroinvertebrates generally associated with rock outcrops, oyster reefs, scallop beds, clam beds, or areas where there are unique or unusual concentrations of bottom-dwelling marine organisms. If, during the inspection, evidence is observed of cultural/archaeological resources, such as sunken vessels, ballast, historic refuse piles, or careenage areas the Corps will be notified by the Permittee and the above referenced deployment buffer will be implemented. The Permittee shall maintain a record of the information gained during the inspection such that it can be provided upon request to the Corps.

4. Pre-Deployment Notification: No less than 14 days prior to deployment of material on an artificial reef, the Permittee shall transmit by electronic mail ("email") a complete and signed "*Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification*" form, attached to this permit, to the Corps and FWC to allow inspection of the proposed reef materials as deemed necessary by the agencies. Inspection is allowable at the staging area. By signing the Pre-Deployment Notification the Permittee certifies that all materials are free from asphalt, petroleum, other hydrocarbons and toxic residues. The Permittee shall not deploy material if notified by the Corps or FWC that the material is questionable. The material needs to be evaluated before it is released for deployment. Any material that is deemed unacceptable for reef material will be disposed in an approved upland disposal site.

Deployment of the material shall not occur until after the end of the 14-day inspection period. The Permittee shall ensure both a copy of the Corps permit and the signed "*Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification Form*" are maintained aboard the deployment vessel at all times during loading, transit, and deployment.

5. Post-Deployment Placement Report/As-Built Drawing: No less than 30 days after deployment at the reef site, the Permittee shall transmit by email to the Corps, FWC, and NOAA a complete and signed "*Florida Artificial Reef Materials Placement Report and Post-Deployment Notification*" form attached to this permit. Please note, the Corps requires the latitude and longitude to be accurate within 5 meters horizontal distance on the post-deployment report. Attach to the report, an as-built drawing that contains the approximate deployment configurations and the height of the material after placement. Depth shall be verified utilizing fathometer, depth sounder, or similar device accurate to within 1 meter. Also, include information on the condition of the material at the time of deployment. The report and drawing shall be limited to a few pages per deployment. Representative photographs and/or video, if available, are encouraged to be submitted.

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 5 of 11

6. Ownership/Maintenance/Liability: By signing this permit, the Permittee certifies and acknowledges ownership of all artificial reef materials deployed on the reef, accepts responsibility for maintenance of the artificial reef, and possesses the ability to assume liability for all damages that may arise with respect to the artificial reef.

7. 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.

8. Sea Turtle, Smalltooth Sawfish and Sturgeon Conditions: The Permittee shall comply with the attached National Marine Fisheries Service's "*Sea Turtle and Smalltooth Sawfish Construction Conditions*", which also applies to sturgeon.

9. Manatee Conditions: The Permittee shall comply with the attached "*Standard Manatee Conditions for In-Water Work – 2011.*"

10. Protected Species Guidance: The Permittee shall comply with the attached "*Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting*" guidance for marine turtles and marine mammals.

11. Self-Certification: Within 60 days of completion of the authorized work or at the expiration of the construction authorization of this permit, whichever occurs first, the Permittee shall complete the attached "*Self-Certification Statement of Compliance*" form and submit to the Corps. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.

12. 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.

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 6 of 11

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 in the vicinity and notify the Corps. 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. A cultural resources assessment may be required of the permit area, 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 and 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 in the vicinity shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist. 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, SHPO and the Corps.

e. In the unlikely event that human remains are encountered on federal or tribal lands, or in situations where Archaeological Resources Protection Act of 1979, or Native American Graves Protection Repatriation Act of 1990 applies, all work in the vicinity shall immediately cease and the Permittee immediately notify the Corps. The Corps shall then notify the appropriate THPO(s) and SHPO. 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. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or appropriate THPO(s), SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the appropriate THPO(s) and the Corps.

Further Information:

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 7 of 11

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.

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 8 of 11

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.

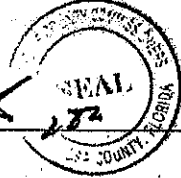
6. **Extensions:** General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give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

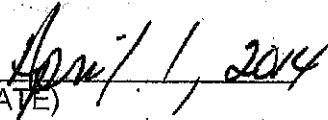
PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 9 of 11

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



(PERMITTEE)






(DATE)

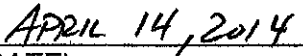


(PERMITTEE NAME-PRINTED)

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



for (DISTRICT ENGINEER)
Alan M. Dodd,
Colonel, U.S. Army
District Commander



(DATE)

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 10 of 11

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)

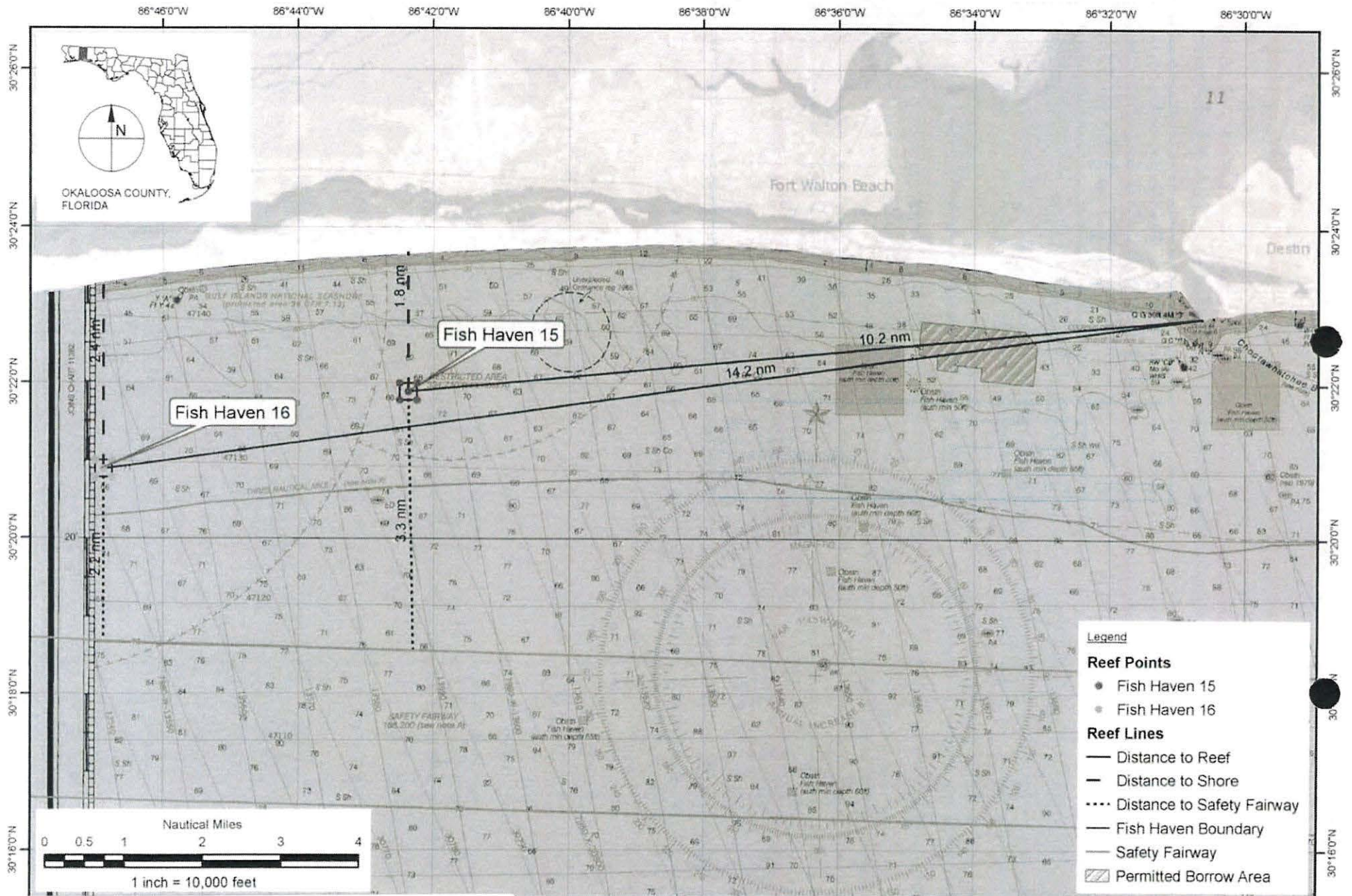
(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 11 of 11

***Attachments to Department of the Army
Permit Number SAJ-2012-03222***

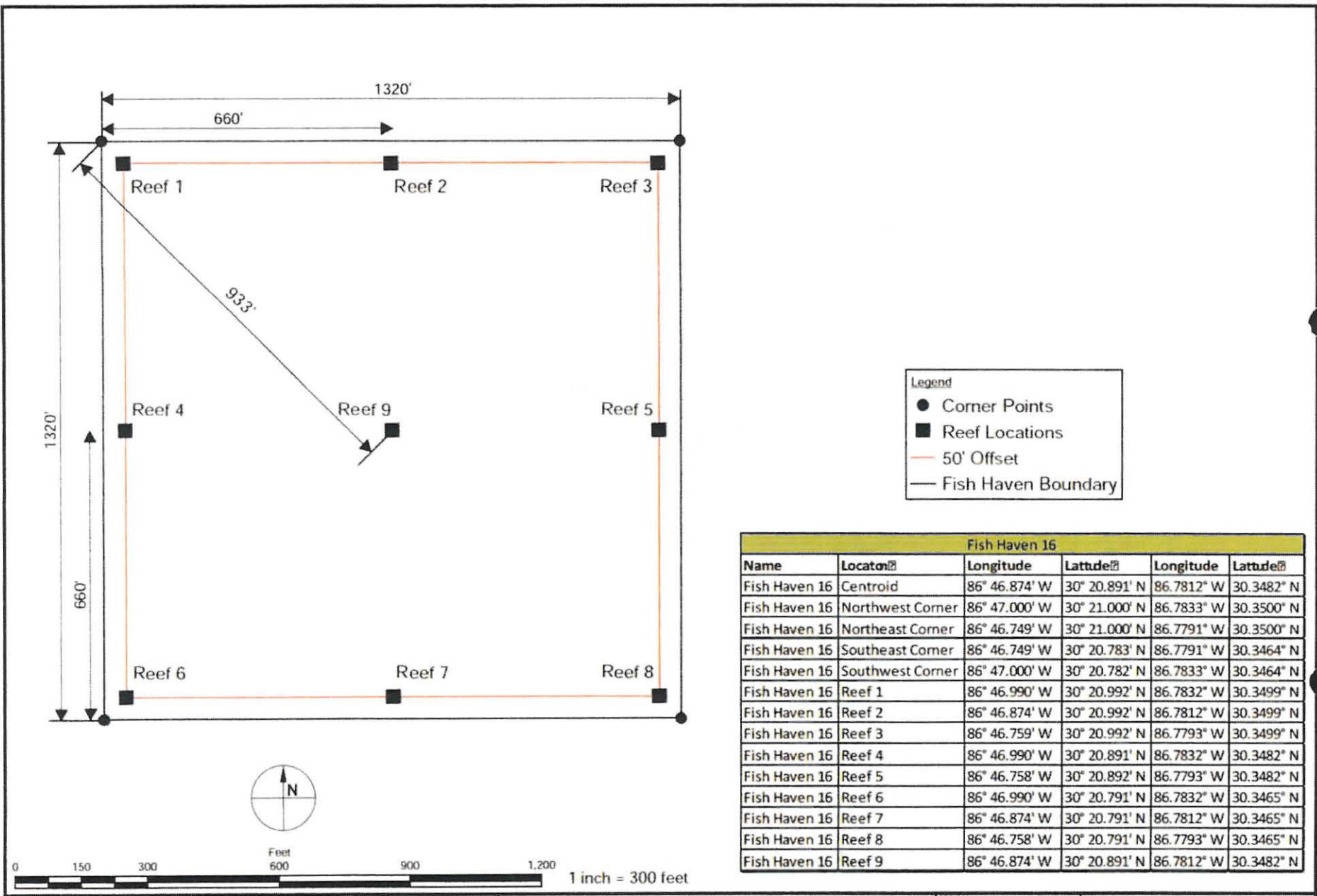
1. PERMIT DRAWINGS: Three (3) pages, dated 24 February 2014.
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 3 of this DA permit. Six (6) pages.
3. SEA TURTLE, SAWFISH AND STURGEON CONDITIONS: One (1) page.
4. MANATEE CONDITIONS: One (1) page.
5. VESSEL STRIKE AVOIDANCE MEASURES: Two (2) pages.
6. FLORIDA ARTIFICIAL REEF MATERIALS CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION FORM:
7. FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION FORM:
8. SELF-CERTIFICATION FORM: One (1) page.



Applicant: Okaloosa County BOCC
 File: 2012-03222 (SP-SWA)
 Date: 24 February 2014
 Page 1 of 3

FIGURE 1
 FISH HAVEN 15 & 16
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2012-052	SEAL
DRAWN BY	PL	
SHEET	1 of 3	
DATE	OCT 2012	MATTHEW E. TRAMMELL P.E. # 69244
		DATE

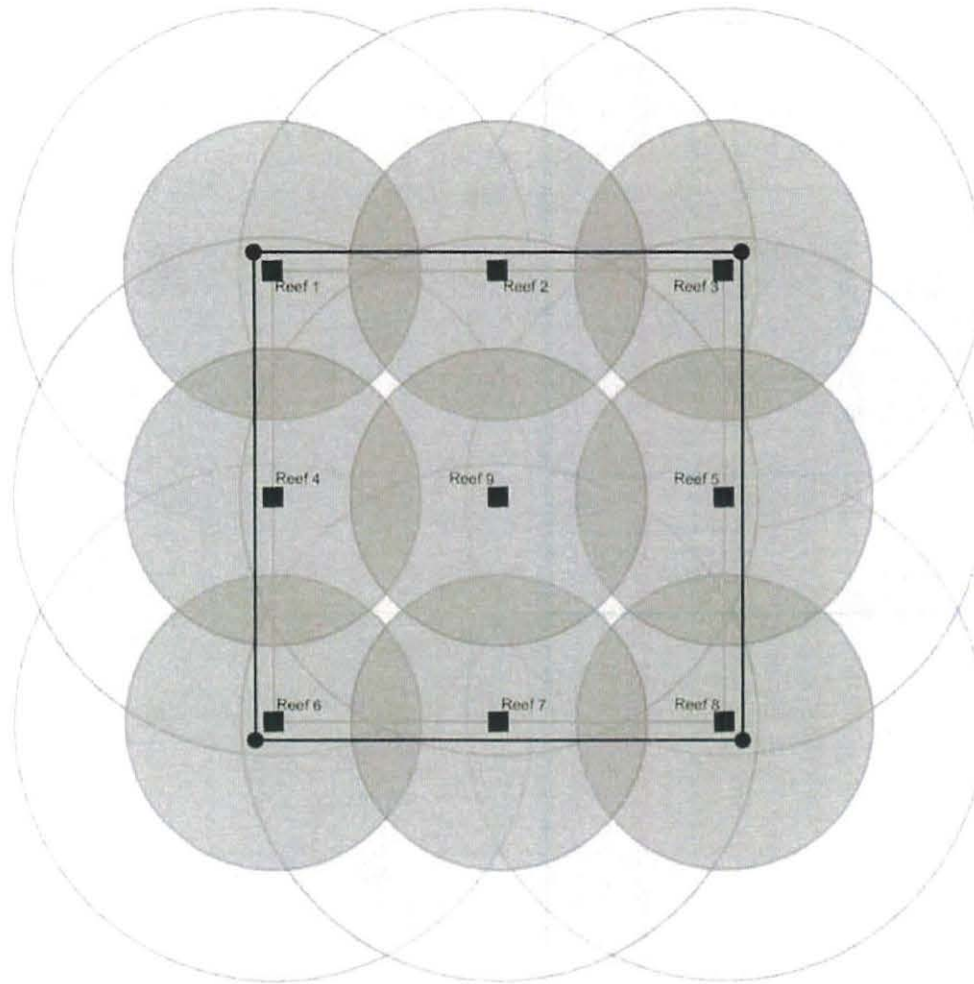


Fish Haven 16					
Name	Location	Longitude	Latitude	Longitude	Latitude
Fish Haven 16	Centroid	86° 46.874' W	30° 20.891' N	86.7812° W	30.3482° N
Fish Haven 16	Northwest Corner	86° 47.000' W	30° 21.000' N	86.7833° W	30.3500° N
Fish Haven 16	Northeast Corner	86° 46.749' W	30° 21.000' N	86.7791° W	30.3500° N
Fish Haven 16	Southeast Corner	86° 46.749' W	30° 20.783' N	86.7791° W	30.3464° N
Fish Haven 16	Southwest Corner	86° 47.000' W	30° 20.782' N	86.7833° W	30.3464° N
Fish Haven 16	Reef 1	86° 46.990' W	30° 20.992' N	86.7832° W	30.3499° N
Fish Haven 16	Reef 2	86° 46.874' W	30° 20.992' N	86.7812° W	30.3499° N
Fish Haven 16	Reef 3	86° 46.759' W	30° 20.992' N	86.7793° W	30.3499° N
Fish Haven 16	Reef 4	86° 46.990' W	30° 20.891' N	86.7832° W	30.3482° N
Fish Haven 16	Reef 5	86° 46.758' W	30° 20.892' N	86.7793° W	30.3482° N
Fish Haven 16	Reef 6	86° 46.990' W	30° 20.791' N	86.7832° W	30.3465° N
Fish Haven 16	Reef 7	86° 46.874' W	30° 20.791' N	86.7812° W	30.3465° N
Fish Haven 16	Reef 8	86° 46.758' W	30° 20.791' N	86.7793° W	30.3465° N
Fish Haven 16	Reef 9	86° 46.874' W	30° 20.891' N	86.7812° W	30.3482° N

Applicant: Okaloosa County BOCC
 File: 2012-03222 (SP-SWA)
 Date: 24 February 2014
 Page 2 of 3

FIGURE 3
 FISH HAVEN 16
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

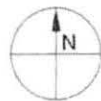
PROJECT	C2012-052	SEAL	
DRAWN BY	PL		
SHEET	3 of 4		
DATE	OCT 2012	Matthew A. Townsend	DATE



Legend

- Corner Points
- Reef Locations
- 50' Offset
- - - Fish Haven Boundary

Foraging pressure is greater in the darker shaded areas. Foraging characteristics on the perimeter represent an infinite foraging prospect. The two circles around each reef location represent a 400' and 700' foraging radius, characteristic of target species such as red snapper and gag grouper.



Applicant: Okaloosa County BOCC
 File: 2012-03222 (SP-SWA)
 Date: 24 February 2014
 Page 3 of 3

FIGURE 3
 TYPICAL FORAGING PRESSURE
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2012-052	SEAL
DRAWN BY	PL	
SHEET	3 of 3	
DATE	NOV 2012	MATTHEW E. TRAMMELL P.E. # 8004
		DATE



FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
160 W GOVERNMENT STREET, SUITE 308
PENSACOLA, FLORIDA 32502-5794

RICK SCOTT
GOVERNOR

JENNIFER CARROLL
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

January 25, 2013

Okaloosa County Board of County Commissioners
1804 Lewis Turner Blvd, Suite 100
Fort Walton Beach, FL 32547

Okaloosa County Fish Haven 16
File Number: 46-0315102-001-EG, Okaloosa County

Dear Okaloosa County Board of County Commissioners:

This is to acknowledge receipt of your Notice, (File No. 46-0315102-001-EG), received on November 13, 2012, of Intent to use the Noticed General Permit for the construction of an artificial reef, pursuant to Rule 62-346, and 62-330.600, Florida Administrative Code (F.A.C.). The project is located approximately 1.8 nautical miles south of Okaloosa Island, Latitude 30.3482° N/Longitude 86.7812° W, in the Gulf of Mexico south of Okaloosa County. Based on the forms, drawings, and documents submitted with your application and attached to this letter, it appears that the project meets the requirements for the general permit listed above.

Any activities performed under a Noticed General Permit are subject to general conditions required in Rule 62-330.405, F.A.C. (enclosed), and the specific conditions of Rule 62-330.600(enclosed). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the Noticed General Permit must be completed within five years from the date the Notice to use the Noticed General Permit was received by the Department. Also note that **the construction phase cannot be extended**, per section 6.1.2.1, Volume I of the Applicant's Handbooks.

Please note: This letter confirms that your proposed project qualifies for the Noticed General Permit identified herein, but does not constitute the Department's determination of the wetland boundary depicted in the attached drawings of the property.

Authorization to use sovereignty submerged lands – Required

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under chapters 253 and 258 of the Florida Statutes, and Chapter 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a Letter of Consent under rule 18-21.005(1)(c)(9), F.A.C. and section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this.

Be advised that your neighbors and other parties who may be substantially affected by the proposed activity allowed under this determination of approval of the Noticed General Permit have a right to request an administrative hearing on the Department's decision that the proposed activity qualifies for this general permit. If an administrative hearing is timely requested by a substantially affected person, the finding that the proposed activity qualifies for this general permit must be reconsidered, and it is possible that the hearing could result in a determination that the proposed activity does not qualify for the general permit. Under Rule 28-106.111 of the Florida Administrative Code, a request for such an administrative hearing must be filed with the Department's Clerk in the Office of General Counsel within 14 days of publication of notice in a newspaper of general circulation in the county where the activity is to take place.

The Department will not publish notice of this determination. *Publication of this notice by you is optional and not required for you to proceed.* However, in the event that an administrative hearing is held and the Department's determination is reversed, proceeding with the proposed activity before the time period for requesting an administrative hearing has expired would mean that the activity was conducted without the required permits.

If you wish to limit the time within which all substantially affected persons may request an administrative hearing, you may elect to publish the notice of rights of substantially affected persons, at your own expense one time only in the legal advertisement section of a newspaper of general circulation in the county where the activity is to take place. If you wish to limit the time within which any specific person(s) may request an administrative hearing, you may provide such person(s), by certified mail, a copy of this determination.

For the purposes of publication, a newspaper of general circulation means a newspaper meeting the requirements of Sections 50.011 and 50.031 of the Florida Statutes. In the event you do publish this notice, within seven days of publication, you must provide to the following address a certification or affidavit of publication issued by the newspaper. If you provide direct written notice to any person as noted above, you must provide to the following address a copy of the direct written notice: Department of Environmental Protection, at 160 W. Government Street, Pensacola, Florida 32501-5740.

NOTICE OF RIGHTS OF SUBSTANTIALLY AFFECTED PERSONS

Use of the Noticed General Permit authorized by Rule 62-330.600, F.A.C. is hereby granted. This determination is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this determination.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Subsection 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any

persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Subsection 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

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.

A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency.

If you have any questions, please contact Heather Mason at the letterhead address above, by phone at (850) 595-0608, or by e-mail at Heather.Mason@dep.state.fl.us. When referring to this project, please use the file number listed above.

Executed in Escambia County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Elizabeth Mullins Orr
Program Administrator
Submerged Lands & Environmental
Resource Program

Enclosures: Drawings (7 pages)
Rule 62-330.405, F.A.C., General Conditions (2 pages)
Rule 62-330.600, F.A.C., NGP for the Construction of Artificial Reefs (1 page)

c: U.S. Army Corps of Engineers
Scott Henson, Agent
Jon Dodrill, FWC

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit, including all copies,
was mailed or emailed before the close of business on
January 25, 2013 to the above listed persons.

FILING AND ACKNOWLEDGMENT

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

Clerk

Date

Brandy Bass

1/25/2013



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

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



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



Vessel Strike Avoidance Measures and Reporting for Mariners NOAA Fisheries Service, Southeast Region

Background

The National Marine Fisheries Service (NMFS) has determined that collisions with vessels can injure or kill protected species (e.g., endangered and threatened species, and marine mammals). The following standard measures should be implemented to reduce the risk associated with vessel strikes or disturbance of these protected species to discountable levels. NMFS should be contacted to identify any additional conservation and recovery issues of concern, and to assist in the development of measures that may be necessary.

Protected Species Identification Training

Vessel crews should use an Atlantic and Gulf of Mexico reference guide that helps identify protected species that might be encountered in U.S. waters of the Atlantic Ocean, including the Caribbean Sea, and Gulf of Mexico. Additional training should be provided regarding information and resources available regarding federal laws and regulations for protected species, ship strike information, critical habitat, migratory routes and seasonal abundance, and recent sightings of protected species.

Vessel Strike Avoidance

In order to avoid causing injury or death to marine mammals and sea turtles the following measures should be taken when consistent with safe navigation:

1. Vessel operators and crews should maintain a vigilant watch for marine mammals and sea turtles to avoid striking sighted protected species.
2. When whales are sighted, maintain a distance of 100 yards or greater between the whale and the vessel.
3. When sea turtles or small cetaceans are sighted, attempt to maintain a distance of 50 yards or greater between the animal and the vessel whenever possible.
4. When small cetaceans are sighted while a 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 the cetacean has left the area.
5. Reduce vessel speed to 10 knots or less when mother/calf pairs, groups, or large assemblages of cetaceans are observed near an underway vessel, when safety permits. A single cetacean at the surface may indicate the presence of submerged animals in the vicinity; therefore, prudent precautionary measures should always be exercised. The vessel should attempt to route around the animals, maintaining a minimum distance of 100 yards whenever possible.

6. Whales may surface in unpredictable locations or approach slowly moving vessels. When an animal is sighted in the vessel's path or in close proximity to a moving vessel and when safety permits, reduce speed and shift the engine to neutral. Do not engage the engines until the animals are clear of the area.

Additional Requirements for the North Atlantic Right Whale

1. If a sighted whale is believed to be a North Atlantic right whale, federal regulation requires a minimum distance of 500 yards be maintained from the animal (50 CFR 224.103 (c)).
2. Vessels entering North Atlantic right whale critical habitat are required to report into the Mandatory Ship Reporting System.
3. Mariners should check with various communication media for general information regarding avoiding ship strikes and specific information regarding North Atlantic right whale sighting locations. These include NOAA weather radio, U.S. Coast Guard NAVTEX broadcasts, and Notices to Mariners. Commercial mariners calling on United States ports should view the most recent version of the NOAA/USCG produced training CD entitled "A Prudent Mariner's Guide to Right Whale Protection" (contact the NMFS Southeast Region, Protected Resources Division for more information regarding the CD).
4. Injured, dead, or entangled right whales should be immediately reported to the U.S. Coast Guard via VHF Channel 16.

Injured or Dead Protected Species Reporting

Vessel crews should report sightings of any injured or dead protected species immediately, regardless of whether the injury or death is caused by your vessel.

Report marine mammals to the Southeast U.S. Stranding Hotline: 877-433-8299

Report sea turtles to the NMFS Southeast Regional Office: 727-824-5312

If the injury or death of a marine mammal was caused by a collision with your vessel, responsible parties should remain available to assist the respective salvage and stranding network as needed. NMFS' Southeast Regional Office should be immediately notified of the strike by email (takereport.nmfs@noaa.gov) using the attached vessel strike reporting form.

For additional information, please contact the Protected Resources Division at:

NOAA Fisheries Service
Southeast Regional Office

263 13th Avenue South
St. Petersburg, FL 33701

Tel: (727) 824-5312

Visit us on the web at <http://sero.nmfs.noaa.gov>



**FLORIDA ARTIFICIAL REEF MATERIALS
CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION**
(Issued pursuant to Ch. 379.249(6)(b), Florida Statutes)



I, _____
Name of individual managing reef deployment (print) Signature Date

whose address is _____ (____) _____
Street City State Zip Code Phone

declare that I am staging and transporting the following artificial reef construction materials allowable pursuant to the U.S. Army Corps of Engineers Artificial Reef Permit referenced below and agree to comply with all permit conditions in the permit listed below and attached to this manifest. I understand this artificial reef site is open to public access and this authorization does not provide any rights or exclusive private use over those rights or uses to the general public.

The address of the land based reef materials staging area is: _____

Transporting Vessel Registration Number: _____

Vessel Owner: _____ Vessel Operator: _____

The following items are to be deployed as reef material (attach additional sheets when more than four locations):

MATERIAL TAG ID NUMBER(S), if applicable	Descriptions of material (number of pieces, type, dimension, weight)	GPS Coordinates degrees, minutes, decimal minutes (DD°MM.mmm')
		Lat: _____ ° _____ ' _____ '' Lon: _____ ° _____ ' _____ ''
		Lat: _____ ° _____ ' _____ '' Lon: _____ ° _____ ' _____ ''
		Lat: _____ ° _____ ' _____ '' Lon: _____ ° _____ ' _____ ''
		Lat: _____ ° _____ ' _____ '' Lon: _____ ° _____ ' _____ ''

A copy of the below referenced permit(s) and all associated conditions is attached to this manifest and shall be carried on board the vessel during loading, storing, or transporting artificial reef material.

-- OFFICIAL USE ONLY --
(TO BE COMPLETED BY PERMIT HOLDER, OR AUTHORIZED ARTIFICIAL REEF INSPECTOR)

Permit Holder: _____
Name of U.S. Department of the Army, Corps of Engineers (ACOE) Permit Holder

ACOE permit number _____, permitted site name _____
issued on _____ and has an expiration date of _____

Local tracking number (if applicable): _____

(Name of FWC authorized Artificial Reef Inspector, printed)

(Signature)

(Date)

EXPLANATION SHEET FOR THE ARTIFICIAL REEF MATERIALS CARGO MANIFEST FORM

The attached artificial reef cargo manifest has been developed in compliance with subsection 379.249(6)(b), Florida Statutes, which states that:

"It is unlawful for any person to: store, possess or transport on or across state waters any materials reasonably suited for artificial reef construction and stored in such a manner providing ready access for use and placement as an artificial reef, unless a valid cargo manifest issued by the commission or a commission-certified inspector is onboard the transporting vessel. The manifest will serve as authorization to use a valid permitted site or land-based staging area, which will validate that the type of artificial reef construction material being transported is permissible for use at the permitted site, and will describe and quantify the artificial reef material being transported. The manifest will also include the latitude and longitude coordinates of the proposed deployment location, the valid permit number, and the copy off the permit conditions for the permitted site. The manifest must be available for inspection by any authorized law enforcement officer or commission employee."

This requirement for a cargo manifest became part of the statutory revision of the artificial reef program statute Section 379.249 Florida Statutes (F.S.), modified during the 2000 State of Florida Legislature. The statutory language allows a "commission certified inspector" to complete and approve the artificial reef materials cargo manifest. Therefore, we are providing the attached cargo manifest form to all local coastal government artificial reef coordinators and eligible non-profit corporations who may physically construct artificial reefs with the approval of the permit holders.

INSTRUCTIONS

A separate cargo manifest form is to be completed for each load to be transported offshore (i.e., one manifest per voyage). The manifest is to list all, and only, the reef materials onboard.

The top of the form is to be filled out by the reef builder with his/her contact information and the information about the proposed reef materials to be deployed written into the boxes. If several materials are identical but have different tag numbers, please write "SAME" in the box for the other materials. Also put "SAME" under additional coordinates if all materials are going to the same deployment site.

The shaded portion of the form at the bottom is to be filled out by the materials inspector. The cargo manifest must be completed by an entity representing the holder of the applicable artificial reef permit to assure that all materials meet the requirements of the permit.

Completion of the artificial reef materials cargo manifest is required for all construction activities.

The requirement to complete this document is not intended to be an undue burden on entities wishing to legally construct artificial reefs within permitted sites, but is a tool to assist law enforcement personnel in preventing the illegal construction of artificial reefs without the knowledge of the permit holder or in areas outside of legally permitted sites. It is intended to allow law enforcement staff to determine whether or not a load of materials is legal under the permit conditions. Without a properly completed Cargo Manifest Form on board, reef builders will be returned to port pursuant to Chapter 379.249 (6) (b). It is not necessary to send a copy of the Cargo Manifest Form to the FWC artificial reef section in Tallahassee. Documentation of the reef building activity should be maintained by the entity issuing the manifest in the event of any FWC inquiries.

Reminder: the placement of all public artificial reefs in state or adjacent federal waters requires the submittal of a Materials Placement Report to the FWC artificial reef program within 30 days of public reef deployment in accordance with s. 379.249 F.S.



FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION



US Army Corps
of Engineers

To Be Completed For Each Deployment Location or Date of Deployment

County or Municipality: _____ Date of Placement: _____

Grant No. FWC - _____ (if applicable) U.S. Army Corps Permit No.: _____

Total project cost: \$ _____ (Funding Source(s) and Amount(s): FWC \$ _____ Local \$ _____ Other \$ _____)

Name of Permitted Reef Site: _____ Location Name for This Deployment: _____

Latitude: _____ ° _____ ' North Longitude: _____ ° _____ ' West
Degrees minutes decimal minutes Degrees minutes decimal minutes

GPS Brand: _____ GPS Model number: _____

Geographical Location: _____ at _____ degrees from _____
(nautical miles) (bearing) (reference inlet)

Water Depth: _____ feet (minus) Max. Material Height: _____ feet (equals) Actual Vertical Clearance: _____ feet

TYPE AND AMOUNT OF MATERIAL DEPLOYED AT THE LOCATION DESCRIBED ABOVE:
 (ATTACH A PHOTOGRAPH OF THE MATERIAL ON THE BARGE IMMEDIATELY PRIOR TO DEPLOYMENT)

Primary Type of Material: _____ Number of Pieces: _____

Dimensions: _____

Secondary Type of Material: _____ Number of Pieces: _____

Dimensions: _____

How was tonnage calculated?(Check all that apply, attach additional sheets if necessary): Before & after barge draft calculation

Known weight of individual pieces

Trucking receipts

TOTAL TONNAGE FOR THIS DEPLOYMENT: _____

I DO HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Observer's Name: _____ (PLEASE PRINT) Title: _____ (PLEASE PRINT)

Observer's Signature: _____ Date: _____

Observer's Remarks: _____

I DO HEREBY CERTIFY THAT THE ABOVE INFORMATION COMPLIES WITH THE ABOVE REFERENCED PERMIT CONDITIONS

Permittee's Staff Name: _____ (PLEASE PRINT) Title: _____ (PLEASE PRINT)

Permittee's Staff Signature: _____ Date: _____

Local Tracking number _____ FWC Tracking number _____ Entered by _____ on _____
Rev. 4/23/2007 FWC initials date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2012-03222 (SP-SWA)

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

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

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 the 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