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INVITATION TO NEGOTIATE (ITN) & RESPONDENT'S ACKNOWLEDGEMENT

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**ITN TITLE:**  
**Design, Construction and Furnishing of eight (8) moored surface buoys**

**ITN NUMBER:**  
**ITN TDD 61-19**

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**ISSUE DATE:** June 17, 2019 at 8:00 A.M.

**PRE-PROPOSAL MEETING:** June 28, 2019 at 10:00 A.M.

**LAST DAY FOR QUESTIONS:** July 15, 2019 at 3:00 P.M.

**ITN OPENING DATE & TIME:** August 1, 2019 at 3:00 P.M.

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**NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.**

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 Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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

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COMPANY NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ EXT: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL 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 PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: \_\_\_\_\_ TYPED OR PRINTED NAME \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE \_\_\_\_\_

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# NOTICE TO RESPONDENTS

## ITN TDD 61-19

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 PM (CST) on August 1, 2019**, for **Design, Construction and Furnishing of eight (8) moored surface buoys**.

Interested respondents desiring consideration shall provide one (1) original hard copy and one (1) electronic copy on thumb drive of their Invitation to Negotiate (ITN) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

**The hard copy original must have original signatures in blue ink.**

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>

A pre-proposal meeting will be held at 10:00 a.m. (CST), June 28, 2019 at the Okaloosa County TDC Visitor Information Center, 1540 Miracle Strip Parkway SE, Fort Walton Beach, FL 32548.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later 3:00 PM on July 25, 2019 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "**Design, Construction and Furnishing of eight (8) moored surface buoys**". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firms submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the solicitation and the resulting negotiated agreement that is in its best interest and its decision will be final.

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

All submittals should be addressed as follows:

**ITN TDD 61-19**  
**Design, Construction and Furnishing of**  
**eight (8) moored surface buoys**  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

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Jeffrey Hyde  
Purchasing Manager

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Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes Jr., Chairman

# **INVITATION TO NEGOTIATE REQUIREMENTS**

**ITN #: ITN TDD 61-19**

**ITN ITEM: Design, Construction and Furnishing of eight (8) moored surface buoys**

**I. Solicitation Intent:** Okaloosa County has obtained authorization from the U.S. Army Corps of Engineers for placing eight (8) moored surface buoys in the northern Gulf of Mexico to enhance recreational fishing opportunities. Given the unique nature of the project, the County is seeking proposals and guidance from experienced manufacturers and/or contractors to design, construct and deploy the long-term offshore buoy system. As such, the County is advertising the following Intent to Negotiate to identify qualified and experienced manufacturers and marine contractors. Following the solicitation, the County intends to negotiate and solicit proposals from the qualified contractors for implementing (i.e., design and building) the project.

**II. Project Goals/Objectives:** The proposed buoy system(s) shall be designed to meet the goals and objectives of the project: To provide long-term offshore fishing buoys in the northern Gulf of Mexico to attract pelagic game fish and expand recreational and sport fishing opportunities to Okaloosa County residents and visitors.

**III. Project Location:** The proposed buoy sites will be located in the Gulf of Mexico near the DeSoto Canyon, ranging 50 to 80 nautical miles south to southwest of the mouth of East Pass in Destin, Florida. The Draft Construction Drawings show the proposed buoy system area, individual buoy locations, anticipated bottom conditions, and both known and predicted natural resources areas (e.g., deep water coral habitat) that must be avoided.

**IV. Project Description:** The project includes the furnishing of all supervision, labor, materials, equipment and performing all operations in connection with the fishing buoy and mooring system design, material manufacturing, component and system assembly, handling, loading, transport, and deployment/installation of the buoy system within the designated locations in the Gulf of Mexico to enhance recreational fishing opportunities as indicated on the Draft Construction Drawings, regulatory authorizations (Appendix A), and Draft Technical Specifications.

The buoy and mooring system shall be designed to withstand oceanographic conditions within the project area for the proposed design lifespan of approximately 3 to 7+ years. The buoy and mooring system subsequently will be removed, replaced or maintained if the design lifespan of the buoys can be extended due to relatively calm periods in the Gulf of Mexico. The proposed buoy design shall consider and include any and all components necessary to create a robust, long-term resource meeting the goals and objectives of the project. The design shall include but not be limited to, the buoy super-structure, mooring line(s), anchor(s), and all required attachments/connections. Each buoy must also include the following:

1. U.S. Coast Guard approved solar-powered light
2. Integrated radar reflective target
3. Remotely-tracked GPS signaling device for buoy tracking and retrieval in the event of mooring system failure.

Two of the offshore buoys shall be able to be modified to carry additional, limited meteorological equipment and associated power and transmission components (see Construction Drawings for proposed locations). The intent of the instruments is to provide real-time meteorological information to fishermen planning an offshore trip to the buoys. At minimum, the equipment should include an anemometer (wind speed), thermometer, and barometer. The Owner will consider additional scientific probes (water temp, wave height, humidity, etc.) if proposed by the Contractor.

Okaloosa County also requests that one or more of the buoys be a designated vessel mooring buoy (e.g., including larger anchoring and mooring system(s), vessel cleats/tie-offs, etc.). The design shall consider a 50-ft vessel mooring to the buoy for 24 hours in a 3 to 4 ft sea condition or 20 mph winds. See the Draft Technical Specifications for additional information. The Contractor shall recommend cost-effective design(s) and location(s) of the proposed vessel mooring buoys.

The buoy and mooring system design and recommendations should be based on existing successful buoy and mooring system designs to provide a high confidence in the overall system to meet the goals of the project. The design shall focus on reliability, reduced maintenance, ease of transportation, installation and recovery (if necessary) to produce a reliable cost-effective buoy system in the Gulf of Mexico. The Contractor shall also consider and if practical, recommend alternative designs that may provide opportunities for interim maintenance or partial replacement(s) to extend the anticipated design life and reduce long-term costs of the system. For example, the Contractor shall consider recommendations for replacing various mooring system components (those subject to the highest probability of wear, fatigue and/or failure) and maintaining or reusing the surface buoy if these procedures produce a more cost-effective, long-term project. The Contractor shall recommend individual buoy systems for each of the offshore buoys and shall not propose a singular, identical system for all eight (8) buoys unless supported by sound design principals.

**V. Anticipated Selection and Award:** Okaloosa County intends to select one or more responsive qualified contractors to initiate negotiations. Following these negotiations, the County may select a single or multiple contractor(s) to design, manufacture and deploy the full or partial buoy system; as such, deployment of individual buoys may require coordination between one or more contractors to avoid scheduling and deployment conflicts. The respective contractor(s) shall place the buoy(s) selected and authorized by the Owner as depicted in the Final Construction Drawings. The total number of buoys selected will be based on the contractor(s) providing the greatest value project as determined by the Owner. Final buoy design, manufacturing and deployment shall achieve the overall project intent and configuration as provided in the Final Construction drawings produced following negotiations and contract award(s).

**VI. Regulatory Authorization:** Okaloosa County has obtained U.S. Department of the Army (DOA) authorizations for installing eight (8) surface buoys in the northern Gulf of Mexico to enhance recreational fishing opportunities. The Contractor shall familiarize themselves with the DOA authorization and permitting requirements for offshore buoy design and 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 the Draft Technical Specifications may be required for the proposed work. The Contractor shall maintain any and all necessary permits, licenses, and authorizations for constructing, handling and transporting the materials from the Contractor's manufacturing/stockpile area(s) to the offshore buoy sites, and final deployment as indicated on the Draft Construction Drawings and Technical Specifications.

**VII. Submittal Criteria:** All prospective Contractors shall submit the following information to Okaloosa County to be considered for an intent to negotiate.



**Evaluation of Responses:** The selection of a respondent to provide Design and Construction of an Offshore Fishing Buoy System will be based on the criteria described below. The respondent's submission shall include the Respondent Checklist. This is provided as a supplemental document with the ITN. The response should address the following areas:

1. Contractor experience in Offshore Buoy Design and Construction in the Gulf of Mexico or similar open waters – The submittal shall include a detailed description of the Contractor's specific experience and understanding of the following:
  - a. Offshore buoy system design
  - b. Buoy component manufacturing, assembly and construction
  - c. Offshore buoy deployments
  - d. List of buoy design and construction projects within the last 5-10 years
  - e. Offshore buoy monitoring and maintenance experience

The Contractor's experience shall focus on projects with similar conditions to the Northern Gulf of Mexico (e.g., water depth, oceanographic conditions, etc.). If multiple team members are proposed, the submittal shall include a brief summary of the past performance and experience of each team member and their field of expertise. **(50 Points)**

2. Deployment equipment/resources – The Contractor shall provide a list and specifications of all proposed deployment resources (e.g., vessels, barges, crane, etc.) including the specialized equipment for accurate, dynamic positioning in deep offshore waters. The Contractor shall also detail the load capacity of each piece of equipment and the port from where they will be operating from. **(20 Points)**
3. Contractor experience with offshore navigational aids, GPS tracking, and meteorological instrumentation – The submittal shall include a detailed description of the Contractor's experience and understanding of GPS tracking devices, navigational aids (e.g., lights, radar reflectors, etc.) and additional buoy amenities such as meteorological equipment, webcams, etc. The submittal shall clearly indicate the Contractor's experience with these devices as well as equipment setup, maintenance and monitoring requirements. **(20 Points)**
4. References **(10 Points)**

**REFERENCE FORMAT:** Provide at least three (3) public and private sector client references for whom the Respondent has completed similar jobs during the past six (6) years.

At least one (1) of the references should be similar in size to the "Board" and have a similar implementation scope. Each reference should include the following:

1. Name of Client:
2. Address:
3. Client Point of Contact:
4. E-mail address:
5. Telephone number:
6. Dates of service (start/end):
7. Scope of work (brief description):

Prospective Contractors are encouraged to provide numerous options for the County to consider including various buoy designs for the varying water depths and locations, as well as anticipated design life.

**Selection Criteria:** Okaloosa County intends to negotiate with one or more Contractors based on the proposal(s) providing the highest value to the County as determined by the information submitted.

Following Contractor selection, the County may request additional information or details from the Contractor including detailed buoy designs and schematics, deployment plans, recommendations for increasing the design life of the system, cost proposals, etc

**VIII. COMPETITION PROCEDURES:** The ITN is a competitive negotiation process that is used when the scope of the project is not clearly defined and the County has determined that negotiations may be necessary to receive the best value. A short list of acceptable respondents will be created for follow-on concurrent negotiations. The County reserves the right to create a short list of respondents to whom the County wishes to enter negotiations.

#### **IX. PROCEDURES:**

1. Receipt of Responses. Send responses to Okaloosa County Purchasing, 5479A Old Bethel Road, Crestview, FL 32536. Responses received after the deadline will not be considered.
2. Public opening and listing of all responses received.
3. An Evaluation Committee shall meet to evaluate each response in accordance with the requirements of this ITN.
4. A short list of respondents will be selected to go forward into final evaluation.
5. Once the short list of Respondents is selected, further information may be requested and clarifications sought on responses.
6. Short-list Respondents may be requested to make additional written submissions with oral presentation/demonstration/samples on-site or through a hybrid approach using a webinar to the Evaluation Committee. The location for the oral presentation/demonstration/sample presentation will be the **Okaloosa County Administration Building, 1250 Eglin Parkway N., Shalimar, FL 32579.**
7. Negotiations will be conducted with best & final offers requested and reviewed.
8. The Evaluation Committee shall recommend to the Board of County Commissioners the response or responses which the Evaluation Committee deems to be in the best interest of the County.

#### **X. NEGOTIATION PROCESS:**

1. Vendors selected for the negotiation process will be selected from those who submit responses to this ITN. Selection of vendors for this phase will be based on the respective vendor's scores on the criteria outlined in the Evaluation of Responses section. Selected Respondents chosen to enter into the negotiation phase of this ITN will be notified.
2. During the negotiation process Respondents shall be expected to provide responses in writing to questions or requests of clarification from the Okaloosa County Purchasing Department.

3. As a part of the evaluation process, the evaluation committee may schedule presentations from the short-list of respondents selected for the negotiation phase. A standard to follow during the presentations along with time limits will be given to the short-list respondents. Respondent(s) will be expected to follow the presentation standard and a set time limit. Presentation slides containing trade secret or business confidential information will be clearly marked for redaction.
4. Presentations will require Respondent(s) to present information related to the product, implementation, configuration and services. Failure of a Respondent to furnish the product(s) and/or service(s) to meet the specified requirements during the demonstration may result in rejection of the Respondent's response. The successful demonstration of the Respondent's product(s) and/or service(s) does not constitute acceptance by the County.

**XI. TIMELINE GOALS \*\*All times are tentative\*\***

Solicitation available to public:	Date: 17 June 2019, 8:00 a.m.
Pre-Proposal Meeting:	Date: 28 June 2019, 10:00 a.m.
Questions from potential proposers due	Date: 15 July 2019, 3:00 p.m.
Issue Addendum (if necessary)	Date: 18 July 2019
Proposal Response Due	Date: 1 August 2019, 3:00 p.m.
ITN Committee Review to Short List	Date: 13 August 2019
Short List Announcement	Date: 16 August 2019
Oral Presentation/Demonstration with Responses*if needed	Date: 26-30 August 2019
Board Review and Approval	Date: 17 September 2019

**XII. TERM OF CONTRACT:** Subject to adequate funding, the initial term of this contract shall be from completion of signatures by both parties and shall run for a period of one (1) year from the date of signing. The County reserves the right to award to multiple vendors if it is deemed best for the County.

**XIII. RENEWAL OPTION:** Subject to adequate funding, the contract may be renewed for four (4) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

**IV. MULTIPLE AWARDED CONTRACT:** The County reserves the right to award the contract to more than one vendor if it is in the best interest of the County.

## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

### **CONTRACTORS INSURANCE**

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

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

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

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

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

## **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><b>LIMIT</b></u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident

- |    |                                 |  |
|----|---------------------------------|--|
| 2. | Business Automobile             | \$1,000,000 each accident<br>(A combined single limit)   |
| 3. | Commercial General Liability    | \$1,000,000 each occurrence<br>for Bodily Injury & Property Damage<br>\$1,000,000 each occurrence Products<br>and completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence  |

**NOTICE OF CLAIMS OR LITIGATION**

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

**INDEMNIFICATION & HOLD HARMLESS**

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

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

**CERTIFICATE OF INSURANCE**

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

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

## **GENERAL TERMS**

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

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

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

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

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

## **UMBRELLA INSURANCE**

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

# **GENERAL PROPOSAL CONDITIONS**

## **1. PRE-PROPOSAL ACTIVITY**

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

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

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

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

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

- 2. PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and proposal forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Proposal”, “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 numeric figures, the written amount shall govern. Any proposal 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 proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.



A proposal 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 proposal 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 proposal submitted by an individual shall show the respondent's name and official address.

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

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal 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 proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal 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 Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
4. **SUBMITTAL OF PROPOSAL** – A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal 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 proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents. It is the respondent's responsibility to assure that its proposal 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 PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals 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 proposal, that respondent may

withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
7. **IDENTICAL TIE BIDS** – – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
9. **PROPOSAL PRICE** – The proposal 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 proposal 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 proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. 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 proposal 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 proposal 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 proposal:
  - 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 Local, State or Federal Government on its barred/suspended vendor list.

#### **14. AWARD OF CONTRACT**

**Okaloosa County Review** - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

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

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal 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 Department, 101 E. James Lee Blvd, Crestview, FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract number.
- 16. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 proposals 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 proposal package.**

19. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
20. **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.
21. **CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications, Invitations to Negotiate) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

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

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

22. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
23. **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.
24. **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.

25. **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.
26. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
27. **AUDIT** - If requested, respondent shall permit the County or its authorized representative to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract. Respondent shall permit access to premises and employees with adequate notice and during reasonable hours for the purpose of examining and assessing controls in place over the work they perform for the County.
28. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent shall 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.
29. **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.
30. **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.

31. **TITLE VI SOLICITATION NOTICE**-The Okaloosa County Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
  
32. **FEDERAL REGULATIONS**- The parties agree to comply with the Federal Regulations as set forth in Exhibit B, which is expressly incorporated herein as part of the Agreement.
  
33. **The following documents shall be submitted with the bid packet. Failure to submit all required forms might result in your submittal being deemed non-responsive:**
  - A. Drug-Free Workplace Certification Form
  - B. Conflict of Interest
  - C. Federal E-Verify
  - D. Cone of Silence Form
  - E. Recycled Content Form
  - F. Indemnification and Hold Harmless
  - G. Company Data
  - H. System of Awards Management
  - I. Addendum Acknowledgement
  - J. Certification Regarding Lobbying
  - K. Governmental Debarment & Suspension
  - L. Vendors on Scrutinized Companies List

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

## **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.: \_\_\_\_\_

**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)**

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FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

E-MAIL : \_\_\_\_\_

DATE: \_\_\_\_\_



# **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 Securities 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.

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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.: \_\_\_\_\_



# **RECYCLED CONTENT FORM**

## RECYCLED CONTENT INFORMATION

1. Is the material in the proposal: Virgin \_\_\_\_\_ or Recycled \_\_\_\_\_ (Check the applicable blank). If recycled, what percentage \_\_\_\_\_%.

Product Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is your product packaged and/or shipped in material containing recycled content?

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Is your product recyclable after it has reached its intended end use?

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## **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 reasonable 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.

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Respondent's Company Name

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Authorized Signature – Manual

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Physical Address

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Authorized Signature – Typed

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Mailing Address

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Title

---

Phone Number

---

FAX Number

---

Cellular Number

---

After-Hours Number(s)

---

Date

## COMPANY DATA

Respondent's Company Name:

---

Physical Address & Phone #:

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Contact Person (Typed-Printed):

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Phone #:

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Cell #:

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Email:

---

Federal ID or SS #:

---

DUNS #:

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Respondent's License #:

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Fax #:

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Emergency #'s After Hours,  
Weekends & Holidays:

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## SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Offerors SAM information:

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

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

Duns Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_





# **LOBBYING - 31 U.S.C. 1352, as amended**

## 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 influencing or attempting to influence 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
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.

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

## Government Debarment & Suspension

### Instructions

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

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING  
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

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Printed Name and Title of Authorized Representative

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Signature

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Date

## VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

# **PROPOSAL EVALUATION**

**PROPOSAL#:** ITN TDD 61-19

**Date Submitted:** \_\_\_\_\_

**PROPOSAL TITLE:** Design, Construction and Furnishing of eight (8) moored surface buoys

<b>QUALIFICATIONS</b>	<b>COMPANY NAME</b>
Contractor Experience in Offshore Buoy Design and Construction in Gulf of Mexico or similar open waters (50 points max)	
Deployment Equipment/Resources (20 points max)	
Contractor Experience with Offshore navigational aids (20 points max)	
References (10 points max)	
<b>Total (100-point scale)</b>	

**Person Scoring (Print)** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Standard Contract Clauses

### Exhibit "B"

## Title VI Clauses for Compliance with Nondiscrimination Requirements

### Compliance with Nondiscrimination Requirements

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

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

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

### **E-VERIFY**

Enrollment and verification requirements.

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



- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
  - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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

## **DRAFT CONTRACT**

**Please note: this contract is a draft for bidder to view and understand the County's standard terms and conditions, it is subject to revisions. By submitting a bid/proposal bidder/respondent understands and acknowledges that the draft contract is not an offer. Bidders/respondents are not to sign this draft contract.**

### **AGREEMENT FOR ITN TDD 61-19**

#### **Design, Construction and Furnishing of eight (8) moored surface buoys**

This Agreement is entered into by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, FL (hereinafter the "County"), and \_\_\_\_\_ a \_\_\_\_\_, certified to do business in the state of Florida, whose principal address is (hereinafter the "Contractor").

#### **WITNESSETH**

**WHEREAS**, the Contractor responded to the ITN TDD 61-19 for **Design, Construction and Furnishing of eight (8) moored surface buoys**.

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**WHEREAS**, the County has now determined that it is in the best interest of the County to enter into an Agreement with the Contractor.

**NOW, THEREFORE**, the parties hereto agree as follows:

#### **1. INCORPORATION OF DOCUMENTS**

The following documents are incorporated by reference into this Agreement and are attached hereto:

Invitation to Negotiate & Respondent's Acknowledgement, ITN TDD 61-19, **Design, Construction and Furnishing of eight (8) moored surface buoys**, date of opening **August 1, 2019** attached hereto as Exhibit "A" and any addendums thereto.

1. Exhibit "B", Standard Contract Clauses, attached hereto and made a part of the agreement.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

#### **2. SCOPE OF SERVICES**

The Contractor will provide a Design Construction and Furnishing of eight (8) moored surface buoys. Further detail of this scope is outlined in attached "Exhibit A" and any addendums attached hereto.

#### **3. PAYMENT**

The Contractor will be paid upon, receipt of goods and submission of invoice, through the requesting department.

#### **4. DURATION OF AGREEMENT AND TERMINATION**

The Agreement will begin once all parties have signed the contract and run for a period of one (1) year from the date of commencement. The contract may be renewed for four (4) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions.

The County may terminate this Agreement for cause, if it determines that the Contractor is not satisfactorily performing the requirements under this Agreement, upon thirty (30) days written notice of the deficiency in writing. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. The Contractor shall have ten (10) days to cure the deficiency. If the deficiency is not corrected within the time period provided, the County may either (1) terminate the Agreement, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event that the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

This Agreement may be terminated without cause by the County upon thirty (30) days written notice to Contractor. The County further reserves the right to unilaterally cancel this Agreement for refusal of the Contractor to permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt by law.

If the County terminates the Agreement with or without cause, the County will notify the Contractor of such termination in writing, with instructions to the effective date of termination. The Contractor shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

#### **5. AUDIT PROVISION**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

#### **6. INSURANCE PROVISION**

##### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the

company's liability under this policy shall not be reduced by the existence of such other insurance.

4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

#### **WORKERS' COMPENSATION INSURANCE**

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

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## COMMERCIAL GENERAL LIABILITY INSURANCE

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

## 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:

	<b><u>LIMIT</u></b>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

## **NOTICE OF CLAIMS OR LITIGATION**

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

## **INDEMNIFICATION & HOLD HARMLESS**

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

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

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.

8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

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

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

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

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

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

## **UMBRELLA INSURANCE**

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

## **7. INDEPENDENT CONTRACTORS**

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

## **8. ASSIGNMENTS**

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.



## 9. NOTICES

All notices required by this Agreement shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Jennifer Adams, Tourist Development Director  
1540 Miracle Strip Parkway SE  
Fort Walton Beach, FL 32548  
Phone: 850-651-7131  
Email: jadams@myokaloosa.com

The authorized representative(s) for the Contractor shall be:

Courtesy copy to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850-689-5960  
Fax: 850-689-5998  
Email: dmason@myokaloosa.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

## 10. PUBLIC RECORDS

Contractor shall adhere to the Public Records law of Florida.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: 850-689-5977 ([RISKINFO@MYOKALOOSA.COM](mailto:RISKINFO@MYOKALOOSA.COM)).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term

and following completion of the agreement if the contractor does not transfer the records to the County.

4. Upon completion of the agreement, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the agreement, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

## **11. GOVERNING LAW & VENUE**

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

## **12. THIRD PARTY BENEFICIARIES**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

## **13. TAXES**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges for the performance of services under this Agreement when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Agreement.

## **14. ENTIRE AGREEMENT AND WAIVER**

This Agreement and all Exhibit(s) as incorporated herein contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

## **15. SEVERABILITY**

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**16. REPRESENTATION OF AUTHORITY TO CONTRACTOR/SIGNATORY**

The individual signing this Agreement on behalf of \_\_\_\_\_ represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. \_\_\_\_\_ represents and warrants to the County that the execution and delivery of the Agreement and the performance of \_\_\_\_\_ obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

**17. COMPLIANCE WITH LAWS**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor’s personnel, shall comply with all workers’ compensation, employer’s liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor’s personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**18. FEDERAL REGULATIONS**

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit “B”, which is expressly incorporated herein as a part of this agreement.

**IN WITNESS WHEREFORE**, the parties hereto have executed this Agreement as of the day and year written below.

\_\_\_\_\_  
Signature

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

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

OKALOOSA COUNTY, FLORIDA

\_\_\_\_\_  
J.D. Peacock, II, Clerk

\_\_\_\_\_  
Charles K. Windes Jr., Chairman

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

## Exhibit "B"

### Standard Contract Clauses

#### Title VI Clauses for Compliance with Nondiscrimination Requirements

##### Compliance with Nondiscrimination Requirements

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

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

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

### **E-VERIFY**

Enrollment and verification requirements.

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

or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

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

Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

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

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

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

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

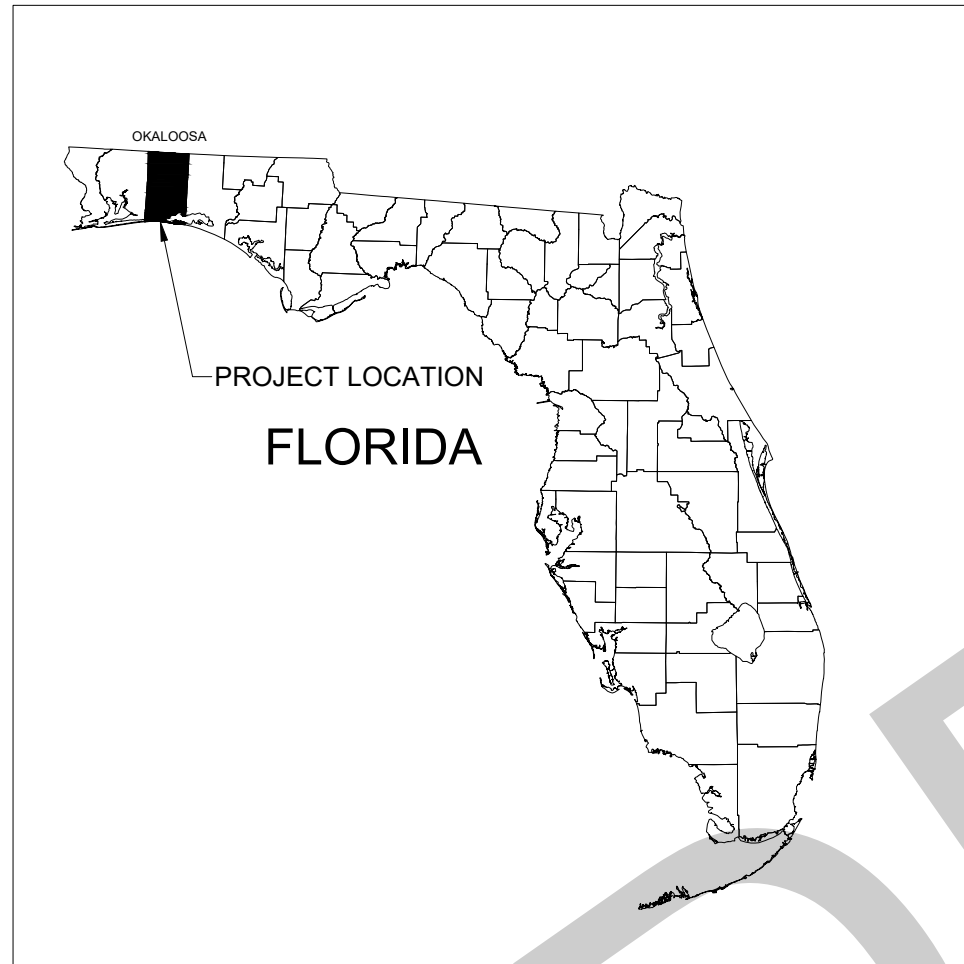
- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS contractor, and are normally provided for that COTS item); or  
(ii) Construction;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



# OKALOOSA COUNTY FISHING BUOYS

## OKALOOSA COUNTY, FLORIDA

# DRAFT



**LOCATION MAP**

N.T.S.

**OWNER CONTACT INFO**  
 OKALOOSA BOARD OF COUNTY COMMISSIONERS  
 1804 LEWIS TURNER BLVD, SUITE 100  
 FT. WALTON BEACH, FL 32547  
 (850) 651-7105

**ENGINEER CONTACT INFORMATION**  
 MATTHEW A. TRAMMELL, P.E.  
 TAYLOR ENGINEERING, INC.  
 4300 LEGENDARY DRIVE, SUITE C246  
 DESTIN, FLORIDA 32541  
 (850) 460-7040



### DRAWING INDEX

- C-1 TITLE SHEET
- C-2 GENERAL NOTES AND BUOY DETAILS
- C-3 PROJECT LOCATION
- C-4 PROJECT OVERVIEW
- C-5 DEPLOYMENT PLAN FOR BUOYS 1-4
- C-6 DEPLOYMENT PLAN FOR BUOYS 5-8



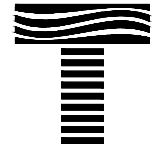
**VICINITY MAP**

1"= 15 MILES (22x34)  
 1"= 30 MILES (11x17)

REFERENCE: ESRI WORLD STREET MAP

**Call 811 before you dig.**

THESE CONSTRUCTION DRAWINGS ARE PROVIDED FOR REVIEW PURPOSES ONLY. THE SELECTED CONTRACTOR WILL BE PROVIDED SIGNED/SEALED CONSTRUCTION DRAWINGS IN DIGITAL AND HARDCOPY FORMATS.

 <b>TAYLOR ENGINEERING INC.</b> 4300 LEGENDARY DRIVE SUITE C246 DESTIN, FL 32541 (850)-460-7040 <small>CERTIFICATE OF AUTHORIZATION # 4815</small>	PROJECT TITLE <b>OKALOOSA COUNTY FISHING BUOYS</b> OKALOOSA COUNTY, FLORIDA	SEAL <h1>DRAFT</h1> MATTHEW A. TRAMMELL P.E. #69244 <h2>C-1</h2> SHEET 1 OF 6
	PROJECT NO C2018-060 DATE FEBRUARY 5, 2019	

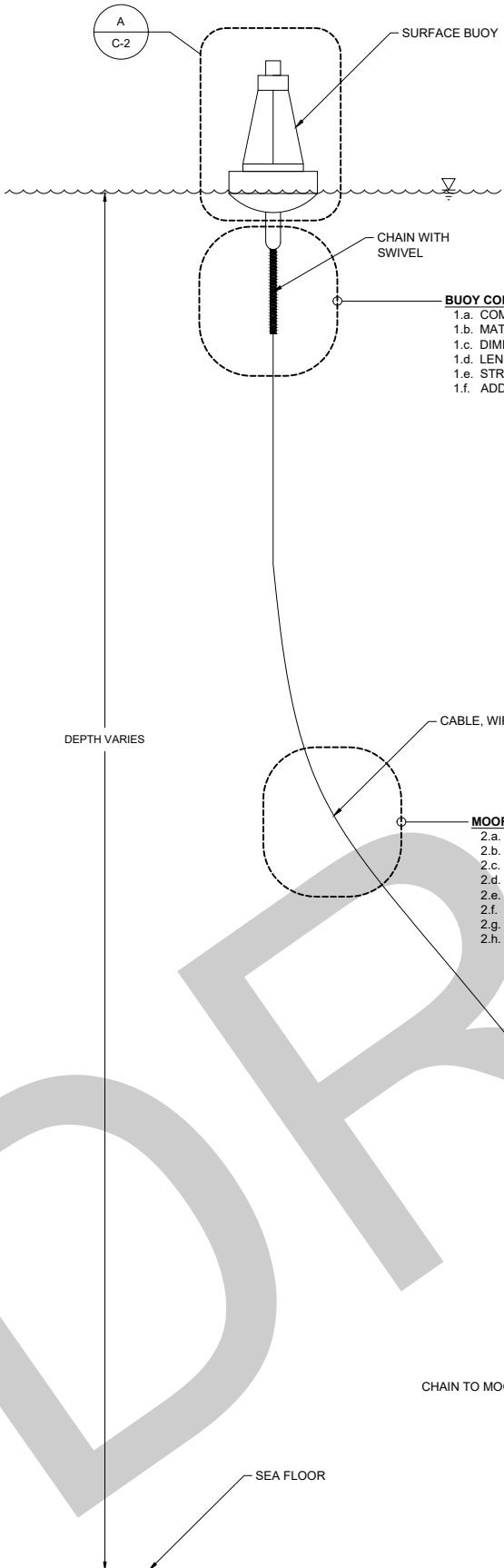
CATHY SHELL, 2/12/2019 3:27:44 PM, X:\layal\Projects\2018\060 Okaloosa FAD\Construction\2018\060-C-1-Title.dwg

**DEFINITIONS**

1. OWNER: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
2. ENGINEER: OWNER'S DESIGNATED REPRESENTATIVE FOR CONSTRUCTION OBSERVATION AND ADMINISTRATION.
3. ENGINEER OF RECORD (EOR): ENGINEER WHOSE NAME AND SEAL IS AFFIXED TO THE DRAWINGS AND SPECIFICATIONS.
4. RECORD DRAWINGS: A COPY OF THE ORIGINAL SIGNED AND SEALED DRAWINGS KEPT ONSITE AT ALL TIMES WHERE THE CONTRACTOR SHALL KEEP A RECORD OF ALL DEVIATIONS FROM THE ORIGINAL DRAWINGS MARKED IN RED PENCIL OR PEN.
5. U.N.O.: UNLESS NOTED OTHERWISE

**GENERAL NOTES**

1. ALL ELEVATIONS REFERENCE MEAN LOWER LOW WATER UNLESS NOTED OTHERWISE.
2. ALL COORDINATES SHOWN REFERENCE NATIONAL GEODETIC DATUM OF 1983 UNLESS NOTED OTHERWISE.
3. EXISTING BATHYMETRY SHOWN OBTAINED FROM NOAA CHART #11360, OCT. 2010 (REV JULY 2018).
4. PREDICTIVE MODELING OF DEEP-SEA CORAL HABITAT DATA FROM NOAA/NOS NATIONAL CENTERS FOR COASTAL OCEAN SCIENCE.
5. CORAL AND CORAL REEF LOCATIONS DATA FROM GULF OF MEXICO FISHERY MANAGEMENT COUNCIL.
6. TIDAL DATUMS OBTAINED FROM NOAA CENTER FOR OPERATIONAL OCEANOGRAPHIC PRODUCTS AND SERVICES FOR EAST PASS (HTTP://TIDESANDCURRENTS.NOAA.GOV/).
7. THE INFORMATION ON THESE DRAWINGS REPRESENTS THE RESULTS OF THE SURVEYS PERFORMED ON THE DATES AS INDICATED. THE INFORMATION FROM THESE SURVEYS CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THE TIME OF THE SURVEYS.
8. THE CONTRACTOR SHALL INVESTIGATE THE PROJECT SITE PRIOR TO INITIATING ANY CONSTRUCTION.
9. THE CONTRACTOR SHALL LOCATE AND FIELD VERIFY ALL STRUCTURES AND EXISTING UTILITIES (ABOVE-GROUND AND BELOW-GROUND), WHETHER SHOWN OR NOT ON THE CONSTRUCTION DRAWINGS, BEFORE BEGINNING WORK. CONTRACTOR SHALL ALSO FIELD VERIFY ALL PROPOSED MATERIAL, TRANSPORT ROUTES, AND STAGING AREAS.
10. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ACTUAL WORK AND STAGING AREAS WITHIN PROJECT LIMITS.
11. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ACCESS AND USE AGREEMENTS ON PROPERTIES NOT OWNED BY OKALOOSA COUNTY.
12. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION TOGETHER WITH THE OWNER AND ENGINEER TO ENSURE PUBLIC AND PRIVATE SAFETY IN AND AROUND THE CONSTRUCTION SITE.
13. THE CONTRACTOR SHALL COORDINATE WORK HOURS WITH OWNER AND ENGINEER TO MEET PROJECT SCHEDULE REQUIREMENTS. WORK HOURS SHALL BE AS SPECIFIED IN THE CONTRACT DOCUMENTS.
14. THE CONTRACTOR IS NOT PERMITTED TO IMPACT OR DISTURB ANY SUBMERGED RESOURCES. THE CONTRACTOR SHALL MAINTAIN SUFFICIENT OFFSETS OR BUFFERS FROM THESE PROTECTED AREAS AS REQUIRED BY THE REGULATORY PERMITS AND CONTRACT DOCUMENTS THROUGHOUT ALL CONSTRUCTION ACTIVITIES (E.G., TRANSPORT, ANCHORING, SPUDDING, BUOY PLACEMENT, ETC.) TO ENSURE THESE AREAS ARE NOT IMPACTED, DAMAGED OR DISTURBED.
15. THE SELECTED CONTRACTOR WILL BE PROVIDED THE PROPOSED BUOY LOCATIONS, POTENTIAL NATURAL RESOURCE AREAS, BUFFERS, AND OFFSETS IN STANDARD COORDINATE FORMATS (EG. LAT/LONG, STATE PLANE, ETC).
16. ALL WORK SHALL CONFORM TO THE CONSTRUCTION DRAWINGS, SPECIFICATIONS, REGULATORY AUTHORIZATIONS, AND ANY OTHER CONTRACT DOCUMENTS. THE CONTRACTOR SHALL POST AT THE PROJECT SITE AND KEEP ON ALL WORK VESSELS ALL PERMIT NOTICES, AND COMPLY WITH ALL TERMS OF THE PERMITS AS PERTAINING TO THE WORK.
17. THE CONTRACTOR IS RESPONSIBLE FOR FAMILIARIZING HIMSELF AND HIS PERSONNEL AND SUBCONTRACTORS WITH THE CONSTRUCTION DRAWINGS, SPECIFICATIONS, REGULATORY AUTHORIZATIONS, AND ALL OTHER CONTRACT DOCUMENTS.
18. 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.



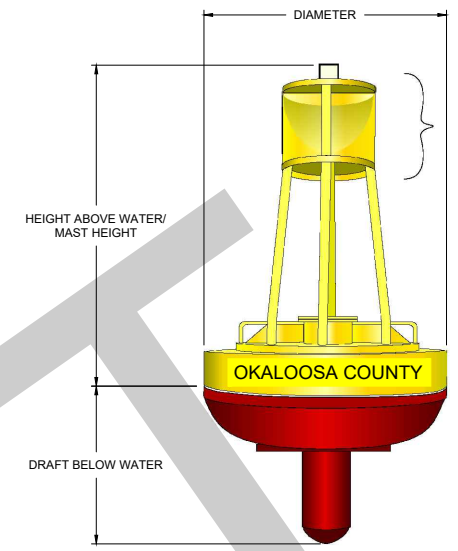
- BUOY CONNECTION**
- 1.a. COMPONENTS (CHAIN, SHACKLE, SWIVEL, ETC.)
  - 1.b. MATERIALS
  - 1.c. DIMENSIONS AND/OR SIZE
  - 1.d. LENGTHS
  - 1.e. STRENGTH (WORKING & BREAKING)
  - 1.f. ADDITIONAL COMPONENTS (BREAK-AWAY SWIVEL, ETC.)

- MOORING LINE / CABLE**
- 2.a. SYSTEM TYPE (SEMI-TAUT, INVERSE CATENARY, ETC.)
  - 2.b. MATERIALS
  - 2.c. LINE/CABLE SIZES AND/OR DIMENSIONS
  - 2.d. LENGTHS
  - 2.e. COATINGS AND/OR TREATMENTS TO EXTEND DESIGN LIFE
  - 2.f. STRENGTH (WORKING & BREAKING)
  - 2.g. ADDITIONAL COMPONENTS (FLOATATION, DRAG REDUCERS, ETC.)
  - 2.h. ANTICIPATED DEPTH, OVERALL MOORING LENGTH & WATCH RADIUS

- ANCHOR CONNECTION**
- 3.a. COMPONENTS (CHAIN, SHACKLE, SWIVEL, ETC.)
  - 3.b. MATERIALS
  - 3.c. DIMENSIONS AND/OR SIZE
  - 3.d. LENGTHS
  - 3.e. STRENGTH
  - 3.f. ADDITIONAL COMPONENTS (BREAK-AWAY SWIVEL, ETC.)

- ANCHOR**
- 4.a. TYPE (CONCRETE BLOCK, STEEL TRAIN WHEEL, ETC.)
  - 4.b. MATERIAL
  - 4.c. WEIGHT
  - 4.d. DIMENSIONS AND/OR SIZE
  - 4.e. CONSIDERATIONS/IMPROVEMENTS TO REDUCE CHAIN FOULING
  - 4.f. REINFORCEMENTS

- BUOY SYSTEM GENERAL NOTES:**
1. ILLUSTRATION IS NOT TO SCALE.
  2. FINAL DESIGN AND DETAILS ABOVE SHALL BE PROVIDED BY THE BUOY MANUFACTURER AND/OR CONTRACTOR.
  3. THE CONTRACTOR MUST PROVIDE DETAILS AND SPECIFIC INFORMATION ON ALL MAJOR COMPONENTS AS OUTLINED ABOVE (SURFACE BUOY, BUOY CONNECTION, MOORING LINE/CABLE, ANCHOR CONNECTION, AND ANCHOR).



**SURFACE BUOY GENERAL NOTES:**

1. ILLUSTRATION IS NOT TO SCALE.
2. FINAL DESIGN AND DETAILS ABOVE SHALL BE PROVIDED BY THE BUOY MANUFACTURER AND/OR CONTRACTOR.
3. CONTRACTOR MUST PROVIDE DETAILS ON BUOY DIMENSIONS, MATERIALS, WEIGHT, DISPLACEMENT, STORAGE CAPACITY, FLOTATION, BALLAST, ANTI-FOULING TREATMENTS, ETC.
4. BUOY SHALL BE EQUIPPED WITH AN INTEGRATED RADAR REFLECTOR. CONTRACTOR MUST PROVIDE REFLECTOR DETAILS, HEIGHT, AND ANTICIPATED RANGE.
5. BUOY SHALL BE EQUIPPED WITH A U.S. COAST GUARD APPROVED SOLAR POWERED LIGHT. CONTRACTOR MUST PROVIDE MANUFACTURER SPECIFICATIONS, CERTIFICATION(S), AND PROPOSED RANGE.
6. BUOY SHALL BE EQUIPPED WITH GPS TRACKING SYSTEM FOR BUOY RETRIEVAL SHOULD THE MOORING SYSTEM FAIL. CONTRACTOR MUST PROVIDE MANUFACTURER SPECIFICATIONS AND DETAILS.
7. CONTRACTOR MUST PROVIDE MOORING ATTACHMENTS OR MOORING INHIBITOR DETAILS.
8. CONTRACTOR MUST PROVIDE RECOMMENDED EDUCATIONAL SIGNAGE AND ATTACHMENT DETAILS.
9. CONTRACTOR MUST PROVIDE A STATEMENT REGARDING USCG & MARITIME CERTIFICATION, APPROVAL, AND/OR COMPLIANCE.

**A REQUIRED SURFACE BUOY DETAIL**  
NOT TO SCALE

**REQUIRED BUOY SYSTEM DETAIL**  
NOT TO SCALE

**TAYLOR ENGINEERING INC.**  
4300 LEGENDARY DRIVE  
SUITE C246  
DESTIN, FL 32541  
(850)-460-7040

CERTIFICATE OF AUTHORIZATION # 4815  
SEAL

**DRAFT**

MATTHEW A. TRAMMELL P.E. #69244  
PROJECT TITLE

**OKALOOSA COUNTY FISHING BUOYS**  
OKALOOSA COUNTY, FLORIDA

**Call 811 before you dig.**  
SEE SHEET C-2 FOR GENERAL NOTES. THIS PAGE NOT VALID WITHOUT SHEET C-2

NO	ZONE	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	C2018-060
DATE	FEBRUARY 5, 2019
DESIGNED	MT
DRAWN	CAS
CHECKED	AF
REVIEWED	DG
SCALE	AS SHOWN

DRAWING TITLE  
**GENERAL NOTES AND BUOY DETAILS**

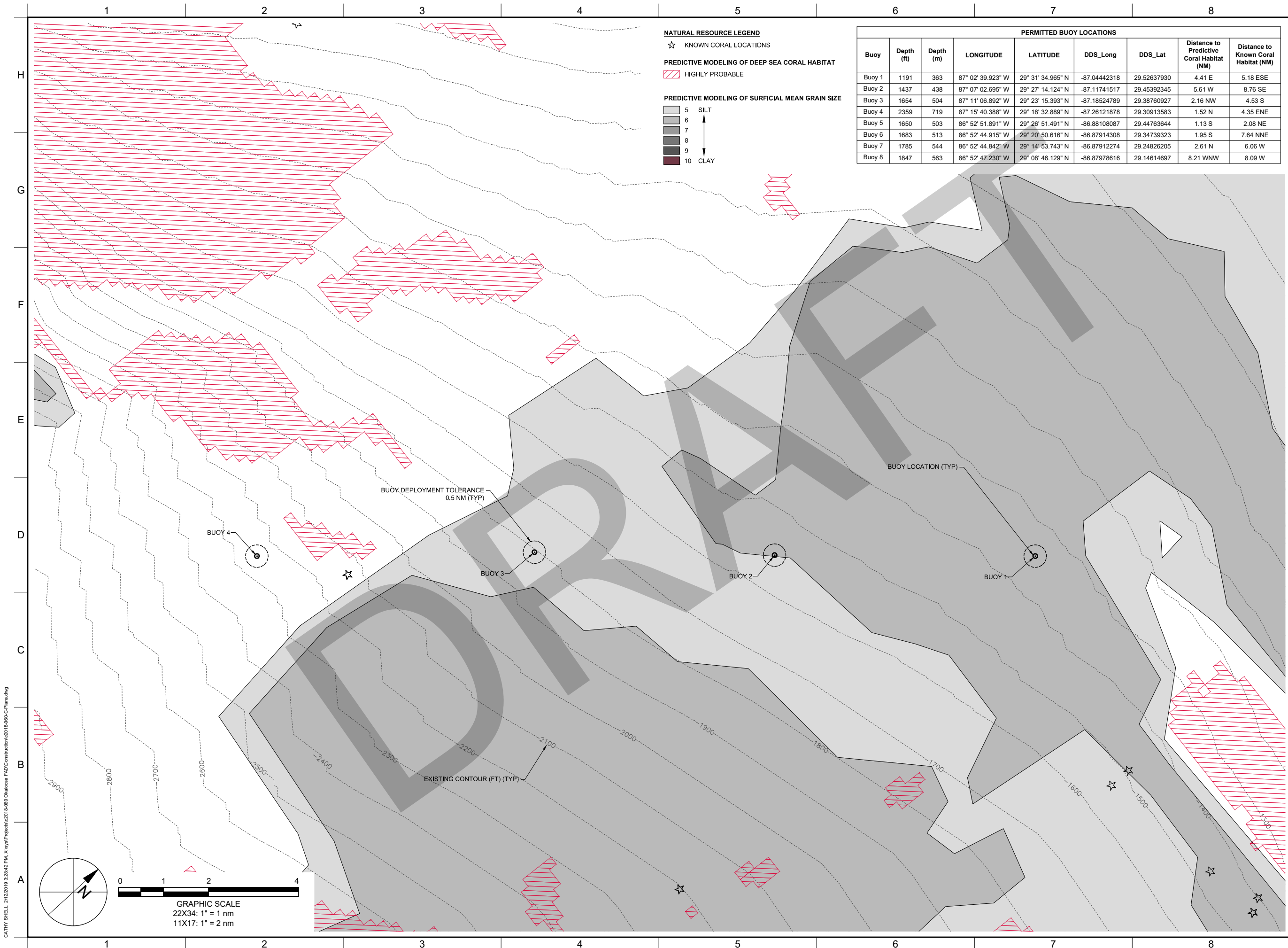
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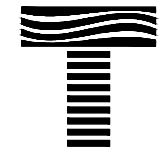








PERMITTED BUOY LOCATIONS								
Buoy	Depth (ft)	Depth (m)	LONGITUDE	LATITUDE	DDS_Long	DDS_Lat	Distance to Predictive Coral Habitat (NM)	Distance to Known Coral Habitat (NM)
Buoy 1	1191	363	87° 02' 39.923" W	29° 31' 34.965" N	-87.04442318	29.52637930	4.41 E	5.18 ESE
Buoy 2	1437	438	87° 07' 02.695" W	29° 27' 14.124" N	-87.11741517	29.45392345	5.61 W	8.76 SE
Buoy 3	1654	504	87° 11' 06.892" W	29° 23' 15.393" N	-87.18524789	29.38760927	2.16 NW	4.53 S
Buoy 4	2359	719	87° 15' 40.388" W	29° 18' 32.889" N	-87.26121878	29.30913583	1.52 N	4.35 ENE
Buoy 5	1650	503	86° 52' 51.891" W	29° 26' 51.491" N	-86.88108087	29.44763644	1.13 S	2.08 NE
Buoy 6	1683	513	86° 52' 44.915" W	29° 20' 50.616" N	-86.87914308	29.34739323	1.95 S	7.64 NNE
Buoy 7	1785	544	86° 52' 44.842" W	29° 14' 53.743" N	-86.87912274	29.24826205	2.61 N	6.06 W
Buoy 8	1847	563	86° 52' 47.230" W	29° 08' 46.129" N	-86.87978616	29.14614697	8.21 WNW	8.09 W



**TAYLOR ENGINEERING INC.**  
4300 LEGENDARY DRIVE  
SUITE C246  
DESTIN, FL 32541  
(850)-460-7040

CERTIFICATE OF AUTHORIZATION # 4815

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DRAFT

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MATTHEW A. TRAMMELL P.E. #69244

PROJECT TITLE

OKALOOSA COUNTY  
FISHING BUOYS  
OKALOOSA COUNTY, FLORIDA

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**Call 811 before you dig.**

SEE SHEET C-2 FOR GENERAL NOTES. THIS PAGE NOT VALID WITHOUT SHEET C-2

NO	ZONE	REVISIONS / SUBMISSIONS	DATE

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PROJECT NO	C2018-060
DATE	FEBRUARY 5, 2019
DESIGNED	MT
DRAWN	CAS
CHECKED	AF
REVIEWED	DG
SCALE	AS SHOWN

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DRAWING TITLE

DEPLOYMENT PLAN FOR BUOYS 1-4

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C-5

SHEET 5 OF 6



# **TECHNICAL SPECIFICATIONS FOR THE OKALOOSA COUNTY FISHING BUOY CONSTRUCTION PROJECT**

## **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 fishing buoy and mooring system design, material manufacturing, component and system assembly, handling, loading, transport, and deployment of the buoy system within the designated locations in the Gulf of Mexico as indicated on the Construction Drawings, regulatory authorizations (Appendix A), and specified herein.
- B. The Contractor is informed that Okaloosa County (County) has obtained U.S. Department of the Army (DOA) authorizations for installing eight (8) surface buoys in the northern Gulf of Mexico to enhance recreational fishing opportunities. The Contractor shall familiarize themselves with the DOA authorization and permitting requirements for offshore buoy 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 constructing, handling and transporting the materials from the Contractor's manufacturing/stockpile area(s) to the offshore buoy sites, and final deployment as indicated on the Construction Drawings and specified herein.

### **1.2 SCOPE OF WORK**

- A. Okaloosa County proposes to install eight (8) surface buoys in the northern Gulf of Mexico to enhance recreational fishing opportunities. The proposed buoy sites will be located in the Gulf of Mexico near the DeSoto Canyon, south southwest of East Pass in Destin, ranging between 50 and 80 nautical miles south of the Florida shoreline. The Construction Drawings show the proposed buoy system area, individual buoy locations, anticipated bottom conditions, and both known and predicted natural resources areas (e.g., deep water coral habitat) that must be avoided.
- B. The proposed buoy system shall be designed to meet the goals and objectives of the project: To provide long-term offshore fishing buoys in the northern Gulf of Mexico to attract pelagic game fish and expand recreational and sport fishing opportunities to Okaloosa County visitors. The buoy and mooring system shall be designed to withstand oceanographic conditions within the project area for the proposed design lifespan of approximately 3 to 7+ years, after which the buoy and mooring system will either be removed, replaced or maintained if the design lifespan of the buoys can be extended due to relatively calm periods in the Gulf of Mexico. The proposed buoy design shall consider and include any and all components necessary to create a robust, long-term resource meeting the goals and objectives of the project. The design shall include but not be limited to, the buoy super-structure, mooring line(s), anchor(s), and all required attachments/connections. Each buoy must include the following:
  - 1. U.S. Coast Guard approved solar-powered light
  - 2. Integrated radar reflection
  - 3. Remotely-tracked GPS signaling device for buoy tracking and retrieval in the event of mooring system failure.

The Contractor shall include alternate buoy system designs that allow for vessel mooring and slight modifications to carry an additional, limited amount of scientific equipment for Owner consideration. Additional design guidance and criteria are provided within these specifications (Part 7 – Buoy System Design and Part 8 – Buoy Deployment).

- C. Notably, the Owner may select a single or multiple contractor(s) to install the full or partial buoy system; as such, deployment of individual buoys may require coordination between one or more contractors to avoid scheduling and deployment conflicts. The respective contractor(s) shall place the buoy(s) selected and authorized by the Owner as depicted in the Final Construction Drawings. The total number of buoys selected will be based on the proposer providing the greatest value project as determined by the Owner. Final buoy design, manufacturing and deployment shall achieve the overall project intent and configuration as provided in the Final Construction drawings produced following contract award(s).
- D. The materials used to construct the buoy system shall consist of clean, durable materials designed and recommended by the Contractor. The project requires specialized buoy system design (including the buoy and all mooring system components); manufacturing, assembling and constructing the entire buoy system; transport to the proposed deployment area (e.g., transporting the proposed buoy system(s) to a waterside loading area, transferring to an appropriate offshore conveyance [e.g. barge], and offshore transport), and deployment/installation at the specified buoy locations shown in the Construction Drawings, and 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. Construction Drawings: 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”. Final Construction Drawings detailing the total number of offshore buoys authorized for deployment will be provided to the selected Contractor(s) with Contract Award.
- C. Offshore Buoy Materials: For the purposes of this project, the term “offshore buoy material,” “offshore buoy” or “buoy system” refers to clean, durable materials or components that will be utilized to fabricate, assemble or construct the complete buoy system. The materials shall meet the environmental safety, durability, and stability requirements of these specifications and the contract documents. The materials shall also meet the overall goals and intent of the project to provide a long-term resource for enhancing offshore recreational fishing opportunities. The materials shall be clearly detailed in the Contractor’s proposal and reviewed and accepted by the Owner and/or Engineer prior to deployment. Contractor proposed materials may vary in accordance with these Specifications and Contract Documents. All materials shall be designed to prevent entrapment of marine life, including sea turtles and whales, as required by regulatory authorizations.
- 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. Buoy Deployment Area: An area for which the County holds a permit to place offshore fishing buoy systems. Areas of exclusion include potential natural resource areas as identified on the construction drawings, and any other areas described by the regulatory authorizations or permit drawings, NOAA nautical charts or contract documents. Specific coordinates of the proposed buoy locations, allowable deployment buffers, and potential resources are provided within the Construction Drawings.
- G. 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. Environmental damage may also include physical damage to existing resources such as natural hardbottom, artificial reefs, seagrasses, or other natural resources.
- H. Owner: The owner for this project is the Okaloosa County Board of County Commissioners. The term "County" is synonymous with the term Owner.
- I. 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.
- B. 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)
- C. Environmental Protection Letter of Understanding: Within ten (10) calendar days of receiving the Notice to Proceed, the Contractor shall submit an Environmental Protection Letter as outlined in Section 4. The letter shall also include a statement acknowledging that the Contractor, including all of its personnel and subcontractors, is responsible for environmental protection.
- D. 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 by the Owner's Representative. The letter must state that the Contractor maintains a CQC system or plan that includes the information outlined in Section 5. The letter shall state the designated QA/QC officers (See Section 5).
- E. 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.
- F. Deployment/Installation Plan: As part of the proposal package, the Contractor shall submit to the Owner and Engineer a detailed Deployment Plan for the project. The plan shall include a detailed construction schedule (including all work from manufacturing through final assembly/installation and demobilization);

description of manufacturing processes; staging areas; a list of all work force and equipment (for manufacturing, handling, transport, and deployment operations); a detailed work plan describing how the materials will be manufactured, loaded, transported and deployed (including proposed transport routes, loading/deployment equipment, and deployment procedures); and the qualifications of supervisor(s). The qualifications shall provide a detailed description of the Contractor's experience and understanding of offshore buoy design, manufacturing, buoy features / accompaniments (navigation lights, radar reflectors, meteorological equipment, etc.), offshore installation, buoy monitoring/maintenance, and a list of similar buoy deployments within the last 5 to 10 years. The Contractor shall also include qualifications for any sub-Contractor's proposed for the work. The Contractor shall provide with the Deployment Plan documentation of any additional required permits, licenses, authorizations, etc. that may be required for buoy fabrication or offshore transport equipment (See Section 8).

- G. Notice of Commencement: The Contractor shall notify the Engineer at least 21 days before initiating the work, including mobilization, material purchasing, staging, buoy fabrication, and/or other field work.
- H. Pre-Deployment Notifications: The Contractor shall notify the Engineer at least 14 days prior to project mobilization, commencement of material loading and transport, and commencement of material deployment offshore.
- I. Cargo Manifest: The Contractor shall submit a *Cargo Manifest* and *Pre-Deployment Notification Form* to the Owner and Engineer at least 14 days prior to material transport or deployment.
- J. Notice of Final Completion: The Contractor shall notify the Engineer at least 7 days before the scheduled final completion.
- K. Post-Deployment Placement Report and As-Built Drawing: The Contractor shall submit the *Materials Placement Report* and *Post-Deployment Notification Form* to the Owner and Engineer within 7 days of completing individual buoy deployments. The Contractor shall also provide a certification letter and as-built drawings of the constructed project in accordance with Section 8 and regulatory permits (Appendix A).
- L. U.S. Coast Guard Certifications: The Contractor shall provide written correspondence certifying that all proposed lights and radar reflectors are sufficient for the proposed buoy system (referencing the specific buoy locations) per current nautical regulations and applicable maritime law(s). The Contractor shall also provide copies of U.S. Coast Guard certifications for all proposed navigation lights and radar reflectors, as necessary.
- M. GPS Tracking Equipment: The Contractor shall provide product specifications for the proposed GPS tracking system. The specifications shall be direct from the equipment manufacturer(s) and detail at minimum, the equipment calibration, warranty, maintenance requirements, proposed life expectancy, onshore equipment/software requirements, and any other applicable information.
- N. Meteorological/Scientific Equipment (if applicable): The Contractor shall provide product specifications for any proposed meteorological data collection system(s). The specifications shall be direct from the equipment manufacturer(s) and detail the equipment calibration, warranty, maintenance requirements, proposed life expectancy, and any other applicable information.

## **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 by the date specified in the County's contract agreement.

Work is permitted seven (7) days a week during daylight hours only (sunrise to sunset). The Contractor will only be allowed to deploy on holidays or holiday weekends with prior approval from the Owner and Engineer.

#### **B. Notifications**

##### **1. Pre-Deployment Notifications**

The Contractor shall contact the Coast Guard Sector Mobile Waterways Management Branch, 1500 15<sup>th</sup> 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 as specified in Section 1 and Section 8.

The Contractor shall notify the Engineer at least 14 days prior to project mobilization or material fabrication, 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 drawing(s) of the project documenting the precise location and details of each buoy within 7 days following project completion. The Post-Deployment Notification and Certifications shall be in accordance with these specifications.

##### **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/sightings, fuel spills, etc.), permit violations, property owner disputes, safety violations, equipment malfunctions, etc.

#### **C. Work**

The Contractor shall manufacture, load, and transport the proposed buoy systems accepted by the Owner and Engineer to a waterside loading area proposed by the Contractor, load the material on suitable offshore conveyance(s), and deploy the materials at the proposed buoy site(s) specified in the Construction Drawings, Specifications, and Contract Documents. The Contractor shall field-verify the specific locations of the work and obtain Owner or Engineer acceptance prior to the transport or deployment of buoy systems 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 follow the Specifications and Construction Documents to define features of the work and document completed work areas.

## 2.2 WORK AREAS AND ACCESS

### A. Manufacturing Yard and Staging Areas

The Contractor shall provide an area suitable to manufacture and assemble clean buoy components and systems meeting the requirements of these contract documents. The proposed manufacturing yard shall be operated in a manner such that all buoy materials and components remain free of soils, oils and greases, debris, litter, putrescible substances or other pollutants. The Contractor will provide access to the manufacturing yard for the Owner, Engineer, USACE, U.S. Coast Guard or any other required regulatory agency to conduct material inspections and observe manufacturing operations.

As necessary, the Contractor shall maintain their manufacturing, stockpile and/or staging area 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 any proposed staging areas not owned by the Contractor to pre-construction conditions. The Contractor shall be responsible for any damage to existing vegetation, infrastructure, private and public property, and staging, work, and access areas not owned by the Contractor. The Contractor shall repair any damage to public or private property 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 Okaloosa County property unless approved 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 staging areas including equipment and materials to be used, schedule, storage areas, haul/access routes, etc.

### B. Waterside Loading Areas

The Contractor shall utilize a suitable waterside loading area for transferring stockpiled buoy components and/or completely assembled buoy systems to an adequate and authorized offshore conveyance or deployment vessel. The proposed loading area shall be operated in a manner such that all buoy materials and components remain free of soils, oils and greases, debris, litter, putrescible substances or other pollutants. The Contractor will be responsible for reviewing a potential site's suitability for the proposed work and, if necessary, obtaining written use agreements with the upland property owner for the proposed work. The Contractor shall document the waterside loading area and activities in the Deployment Plan submitted to the Owner and Engineer for review prior to construction.

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 with the Contractor prior to the commencement of any construction activities.

### C. Access and Haul Routes

As necessary, the Contractor shall propose haul routes to be reviewed by the Owner and Engineer. The Contractor shall not inhibit traffic or any other operations occurring at any of the stockpile, staging or loading areas. The Contractor shall not enter, stockpile material, or do any work on private properties unless specifically approved by the individual property owner(s). The Contractor's use of the access and haul routes shall be planned and executed to minimize potential impacts to traffic. Driving vehicles or equipment outside of proposed haul routes without Owner and Engineer review and acceptance is prohibited. The Contractor shall be responsible for any damage to existing haul routes and shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer.

D. Work Area

The Contractor's active work area shall be minimized to the greatest extent practical to manufacture, load and transport buoy components and completed systems in a continuous, uniform and efficient manner. The Contractor shall maintain all work areas in a neat and orderly fashion.

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**PART 3 - PERMITS, LICENSES, CERTIFICATIONS, AND APPROVALS**

**3.1** Regulatory Authorizations

- A. The proposed offshore fishing buoy project and deployment areas are permitted to Okaloosa County by the U.S. Department of the Army (DOA) and Corps of Engineers (USACE). The table below documents the existing permit number and expiration date for the proposed project. The DOA permit and permit drawings are provided in Appendix A. As shown in the Drawings, the proposed offshore buoy system shall be constructed at the locations defined in the DOA authorization and shall remain a sufficient distance from existing resources or resource areas. Additional construction detail is provided in the Construction Drawings and in Section 8 below.

Location	Latitude	Longitude	USACE Permit Number	USACE Expires	Approximate Depth (ft, MLLW)
Buoy 1	29.526379°	87.044423°	SAJ-2016-02457 (SP-SWA)	04/09/2023	1,191
Buoy 2	29.453923°	87.117415°			1,437
Buoy 3	29.387609°	87.185247°			1,654
Buoy 4	29.309135°	87.261218°			2,359
Buoy 5	29.447636°	86.881080°			1,650
Buoy 6	29.347393°	86.879143°			1,683
Buoy 7	29.248262°	86.879122°			1,785
Buoy 8	29.146146°	86.879786°			1,847

**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 Contractor, 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 building 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 as 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 environmental protection. 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.

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## **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 costs for the manufacture, transport and deployment of the offshore buoy system(s).

### **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 the DOA permit listed in Section 3 above, and all documents referenced in these permits (a copy of the DOA permit is provided in Appendix A). 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, whales) 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, gulf sturgeon, or other protected species, 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 BUOY AND MATERIAL PROTECTION**

The Owner and Engineer shall review the Contractor's proposed buoy components, materials and complete system for regulatory authorization compliance and must confirm that the materials are suitable for in-water deployment prior to material transport, final assembly or deployment. The Contractor shall be responsible for ensuring the buoy components and materials remain 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 or damaged during the handling, loading, and/or transport process, the Contractor shall be responsible for cleaning the material to the satisfaction of the Owner prior to deployment or disposing of and replacing any contaminated or damaged components.

#### **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 natural condition that will 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.

B. Work Area Limits

The Contractor's field offices, staging and stockpile areas, and temporary facilities will be placed in areas approved by the Owner or property owner. Temporary movement or relocation of the Contractor facilities will be made only upon approval by the Owner or the property owner.

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 accepted 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 natural and artificial reefs, seagrasses, and marsh habitat within the Gulf of Mexico and any connected waterbodies such as Choctawhatchee or Pensacola Bays. 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. The Contractor shall not impact or disturb any potential resources depicted in the Construction Drawings during construction activities (e.g. anchoring, spudding, buoy loading, final installation, etc.). The Contractor and his equipment (e.g., anchors, ropes, etc.) shall maintain a sufficient offset distance (in accordance with regulatory authorizations) from any identified, observed, or potential resource to ensure these resources are protected and not impacted at all times throughout construction operations. 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. 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 or fuel 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, Engineer, U.S. Coast Guard, and any other required regulatory agencies. 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 buoy components on the offshore conveyance and placing the buoy system at the proposed site(s) in a manner to avoid picking up, discharging, or disturbing 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 deployment operations in a manner to minimize turbidity 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.

G. Floating Debris

The Contractor shall be prepared to remove any floating debris that might occur during deployment. The Contractor shall have boat hooks, dip nets, or other equipment on-board their vessel(s) to enable collection of unanticipated marine debris. The Contractor will be responsible for ensuring that any floating debris discovered and collected during deployment operations (e.g., wood, floating line, plastic bottles, etc.) shall be transported back to land for proper disposal.

**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 Statute, 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 (work, staging, loading, and access areas) not owned by the Contractor 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 approved 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, 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 work areas. The Contractor shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer.

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## **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 shall cover all manufacturing and 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 the Notice of Award, the Contractor will submit to the Owner and Engineer the Contractor Quality Control (CQC) Certification Letter acknowledging the CQC system requirements defined in this section. The letter must state that the Contractor maintains a CQC system fulfilling all requirements outlined in this section and shall also state the designated QA/QC officers. Further definition or clarification of the CQC system may be requested by the Owner or Engineer. The CQC Certification letter shall be a required prerequisite to the start of construction.

### **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.

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

- A. Appointment designating a QA Officer(s), describing responsibilities, providing required 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 for manufacturing through final construction, environmental protection, equipment, verification of the barge/vessel 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 included 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/vessel manifests for all barge/vessel 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 if required)
  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 or Engineer. 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 or 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 prior to construction. 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.

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## **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 buoy system manufacturing/construction, stockpile, loading, staging, access areas and haul routes, and offshore deployment sites. 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 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 detailed by the Contractor. These procedures shall include local information relative to emergency treatment facilities and methods of transporting personnel as 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 submit to the Owner and Engineer the following information in the Hurricane and Severe Storms Plan, as necessary:
    - 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 manufacturing/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 also include a statement indicating 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 Contractor shall adhere to the haul routes proposed in the Deployment Plan unless otherwise accepted by the Owner.
- B. The Contractor shall provide and maintain fencing, barricades, warning signs/signals, and/or a flag person as necessary to ensure public safety as required by local, State, or Federal regulations or as required by the plans or specifications.

#### **6.6 DOT 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 local state(s) Department of Transportation as well as any other applicable regulatory authority, and proper licenses, certifications, and/or authorizations shall be maintained with the operators, 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 any proposed haul route(s) 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 buoy 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 (as required)

with current certificates of inspection and be capable of working in at least two foot 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 (e.g., manufacturing, staging, loading, and deployment areas) and exclude the public from the immediate work areas at all times during construction operations. 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.

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## PART 7 - BUOY DESIGN

### 7.1 GENERAL

- A. The proposed buoy system(s) shall be designed to meet the goals and objectives of the project: To provide long-term offshore fishing buoys in the northern Gulf of Mexico to attract pelagic game fish and expand recreational and sport fishing opportunities to Okaloosa County visitors.
- B. All materials proposed for the offshore fishing buoy project shall consist of clean, durable, engineered materials designed to withstand the harsh conditions typically experienced within the northern Gulf of Mexico and to meet the design life proposed by the Contractor.
- C. The Contractor's design shall produce a reliable cost-effective buoy system in the proposed project area. The design shall focus on reliability, reduced maintenance, and ease of transportation, installation and recovery (if necessary). The Contractor shall also consider and if practical, recommend alternative designs that may provide opportunities for interim maintenance or partial replacement(s) to extend the anticipated design life and reduce long-term costs of the system. For example, the Contractor may consider replacing various mooring system components (those subject to the highest probability of wear, fatigue and/or failure) and maintaining or reusing the surface buoy.
- D. The Contractor shall design the buoy system (surface buoy, mooring system, and anchor) to resist the anticipated meteorological and oceanographic conditions at the proposed project site(s). The Contractor shall employ state of the art design guidance and tools (e.g., offshore condition hindcasts for the project area, numerical modeling, and design software) to accurately assess the offshore design conditions and design the required structural components to achieve the proposed design life. The Contractor will be responsible for determining the precise siting conditions prior to material fabrication, assembly/construction, and installation. The Contractor will also be required to provide the anticipated design life and final design conditions of the proposed buoy system and components. The Contractor shall also provide recommendations for maintaining and/or replacing specific buoy components to create a more reliable and cost-effective buoy system.
- E. The overall buoy system design and components shall be based on the Contractor's experience with other successful offshore buoy design and installations similar to the proposed project. The recommended buoy design and components shall be based on actual loading conditions from existing meteorological and oceanographic data, not assumed design conditions or component performance. The Contractor shall not propose unproven or experimental designs or components.
- F. The materials shall be designed, sized, and constructed properly, and with sufficient weight, to remain stable and withstand the anticipated coastal conditions within the project area once deployed. The Contractor shall only utilize materials meeting the requirements of the contract documents, and specifically reviewed and accepted by the Owner.
- G. The proposed design shall provide a long-term installation with reduced maintenance and monitoring requirements. The Contractor shall consider various design components to reduce the potential for intentional or unintentional vandalism to individual buoy components and the overall buoy system (e.g., educational signage, webcams, etc.).
- H. The buoy system and components shall be designed to prevent safety hazards to divers, potential snags by fishing gear and entrapment of marine life, including sea turtles.
- I. Each buoy shall have clearly visible surface and hull markings (e.g., alpha-numeric indicator) allowing for easy location and identification of each buoy.

- J. All materials shall be free of soils, oils and greases, debris, litter, putrescible substances, and other pollutants. The Owner and Engineer shall inspect and review the proposed buoy components/materials for regulatory authorization compliance and confirm the Contractor's proposed material(s) are suitable for offshore deployment. The Contractor shall be responsible for ensuring all materials remain suitable for deployment throughout the handling, loading and transport process (e.g., free of soils, oils and greases, debris, litter, putrescible substances, creosote, petroleum, or other hydrocarbons and toxic residues, loose free-floating material, other deleterious substances or pollutants). Should the materials become contaminated or damaged 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 or damaged units or components.
- K. The Contractor shall provide the minimum buoy and mooring system details as outlined in the Construction Drawings, technical specifications and solicitation documents.

## **7.2 BOUY DESIGN**

- A. The Contractor's proposed buoy design(s) shall adhere to national maritime law and guidelines (USCG, NOAA, etc.) regarding the buoy's size, shape, navigational lights, radar reflectors and dayboards (if required). All buoys shall include U.S. Coast Guard (USCG) approved lights, radar reflectors, and dayboards (if required).
- B. All buoys shall be of suitable size to remain adequately visible to avoid collision with passing vessels and to allow fishermen to locate them without difficulty. At minimum, the buoy's mast and radar reflector shall be 8 feet above the water line. USCG-approved navigation light(s) shall be mounted atop the buoy's mast or radar reflector for maximum visibility.
- C. All buoys shall be equipped with a USCG approved navigation light. The light shall be in accordance with USCG regulation and national maritime law and shall have a minimum 3-mile visibility range, or greater if required by national maritime law or guidelines. Light reflecting tape and additional reflectors shall also be considered to assist in locating the buoy(s) at night. The light system shall be solar powered and capable of withstanding the anticipated offshore conditions at the project site (e.g., heavy winds and rain and potential swamping during high-sea conditions). The light and any supporting batteries shall be self-contained or be rigidly mounted within sealed compartment(s). All components shall be easily accessible for ease of maintenance or replacement; however, the Contractor shall also consider vandalism and theft avoidance in the proposed design.
- D. All buoys should be capable of tracking, recapture and potential reuse in the event of mooring system failure. As such, all buoys shall include a GPS tracking system capable of remote monitoring. The GPS system shall be capable of logging buoy positions on a frequent basis (at least every 6 hours) or more frequently if requested by the Owner. The system shall also be capable of sending an alarm notification to the Owner if the signal is lost or in the event of mooring failure (i.e., the buoy has drifted beyond an allowable watch radius). The Contractor shall submit manufacturer specifications and details of the proposed GPS tracking system to the Owner for review and acceptance prior to ordering and installation. At minimum, the submittal shall include manufacturer specifications (including GPS accuracy, reporting frequency, battery life expectancy, maintenance requirements, etc.), buoy mounting location and details, maintenance requirements, required on-shore support equipment, any monthly/annual subscriptions/costs, and any additional information requested by the Owner.
- E. Buoys shall have sufficient floatation and be properly ballasted to remain upright during the anticipated offshore conditions at the proposed locations. Buoys shall remain adequately visible to avoid collision with passing vessels and to allow fishermen to locate them without difficulty. The Contractor shall also consider additional flotation measures (e.g., foam filling) or other enhancements to provide increased buoyancy and reduce the potential for entire buoy loss due to sinking. The Contractor may propose alternative buoy designs that allow for partial submersion during extreme offshore conditions if these designs are shown

to provide a more robust and cost-effective design; however, the buoys must remain upright during moderate and normal conditions.

- F. The buoy and mooring connections shall all be constructed of durable marine grade materials. The Contractor shall provide additional buoy recommendations to provide increased cost-effectiveness (extending the design life). These may include but not be limited to recommended cleaning and maintenance events and/or heavier-gage materials.
- G. The buoy design shall consider rigidly attached emergent or submerged fins (e.g., underwater rudder) to dampen the tendency of the buoy to twist or spin; however, plastic streamers or other synthetic appendages shall not be used.
- H. The buoy structure should be designed such that all compartments and components are easily accessible for anticipated maintenance. For example, should battery compartment or solar panel maintenance, inspection, or replacement be anticipated, these components shall all be easily accessible to capable of being performed by the Owner or their designated representative.
- I. The buoy shall not include any additional appendages such as plastic streamers or other synthetic materials. These materials will likely result in increased maintenance to replace these components, may trap threatened or endangered species (e.g., sea turtles, whales, etc.) or contribute to marine debris. Buoys shall also avoid appendages that may foul vessel propellers or increase the potential for fishing gear entanglement.
- J. The Owner has requested consideration for installing additional meteorological equipment on two of the offshore buoys (see Construction Drawings for proposed locations). The intent of the instruments is to provide real-time meteorological information to fishermen planning an offshore trip to the buoys. The Contractor shall submit the manufacturers specifications and details of the proposed meteorological system to the Owner for review and acceptance prior to ordering and installation. At minimum, the submittal shall include manufacturer specifications (reporting frequency, battery life expectancy, maintenance requirements, etc.), warranties, buoy mounting location and details, maintenance requirements, required on-shore support equipment, and any monthly/annual subscriptions/costs, and any additional information requested by the Owner. At minimum, the equipment should include an anemometer (wind speed), thermometer, and barometer. The Owner will consider additional scientific probes (water temp, wave height, humidity, etc.) if proposed by the Contractor.
- K. All topside components shall be rigidly attached to reduce the potential for damage, vandalism or pilferage of buoy equipment or components. The Contractor shall also consider additional anti-vandalism measures such as webcams or educational warning signs (e.g., "No Mooring" or "Keep Off") to avoid unwanted mooring or associated damage.
- L. The Contractor shall design one or more of the buoy systems to allow for vessel mooring. The design shall consider a 50-ft vessel mooring to the buoy for 24 hours in a 3 to 4 ft sea condition or 15 mph winds. The Contractor shall recommend a mooring tie-off, cleat or stand-post at preferred mooring location(s) on the buoy (e.g., buoy stern) capable of being looped or easily tied off to avoid line cutting or individuals boarding the buoy. Buoys allowing mooring shall include signs indicating the allowable mooring "Emergency Mooring Only" or "No Mooring of Vessels > 50 ft." Likewise, buoys not designed for vessel mooring shall include clearly visible signs indicating "No Mooring" or similar. The Contractor shall recommend cost-effective location(s) of the proposed vessel mooring buoys.
- M. Buoys shall be capable of being lowered into or raised from the water in an upright, vertical position via embedded lifting lug or similar apparatus. All lifting apparatus shall be low-profile, closes loops or lugs, incorporated into the buoy design to avoid snagging hazards and unwanted mooring. All construction/lifting materials (lifting lines, straps, shackles, hooks, ties, ropes, etc.) must be entirely removed from the buoy following construction.

- N. Each buoy shall have clearly visible surface and hull markings (e.g., alpha-numeric indicator) allowing for easy location and identification of each buoy.

### **7.3 MOORING LINES AND HARDWARE**

- A. The mooring line and connections may consist of heavy gauge rope, chain, cable or a combination of these materials. All materials shall be durable, engineered, marine-grade materials designed to withstand the harsh conditions typically experienced within the northern Gulf of Mexico and to meet the design life proposed by the Contractor. The Contractor shall also provide recommendations for maintaining and/or replacing specific buoy components to create a more reliable and cost-effective buoy system.
- B. Per USACE regulatory requirements, the mooring line and connections shall be stiff, taut, and non-looping. Additionally, flexible in-water lines such as nylon rope shall be encased in a synthetic or natural polymer to add rigidity and prevent the line from looping and tangling, either during deployment or typical offshore conditions.
- C. Mooring components/hardware shall consist of durable, heavy-gauge, steel shackles, chains and/or swivels which would sink to the bottom should a break occur. The mooring line system shall be designed such that if a failure in the system did occur, the mooring system would sink to the bottom and not result in a navigational or environmental entanglement hazard. As such, the Contractor shall consider a breakaway swivel, shackle, or similar component placed at or close to the mooring line point of attachment to the buoy to ensure a minimal amount of line remains attached to the buoy should a break occur.
- D. Polyethylene rope shall not be proposed as the ropes are generally deemed unsuitable for marine mooring applications (per NOAA NDBC recommendations).
- E. The Contractor shall calculate a sufficient length of scope for the mooring line taking into account the proposed buoy location, water depth, mooring components (e.g., anchor chain, floating line, sinking line, etc.), and watch radius. The Contractor shall balance the proposed mooring line scope with the associated watch radius to ensure easy location of the buoys.
- F. Mooring line should remain below the surface at all times to avoid potential propeller or other vessel damage, line or buoy entanglement, line chafing, etc.
- G. Line selection shall consider, at minimum, the following: mean and extreme oceanographic conditions at the proposed project site(s), proposed buoy size and function (e.g., mooring buoy or non-mooring buoy), anticipated design life, proposed installation methodology, water depth and conditions (e.g., relatively clear seawater), connection requirements, anticipated maintenance, and resistance to abrasion/chafing, tangling, fish bite, and fishing gear entanglement.
- H. The mooring shall consist of one continuous length of rope, wire, or cable, free from knots, splices, cable clamps or other devices that may decrease its overall strength, to the greatest extent practical. Where multiple coils or sections are used, splicing following proper techniques for the proposed application shall be employed to provide the strongest and most robust mooring.
- I. Mooring lines shall be spliced and not knotted. Connections between wire rope, cables, or other types of line shall include smooth, tapered splices to avoid line fatigue or chafing failures.
- J. Terminations should be eye splices using proper thimble and splicing techniques unless other, proven and more robust methods are known and successfully implemented.
- K. Counterweights within the mooring line shall be reduced or eliminated as introducing counterweights mid-line can create major sources of line chafe and introduces additional linkages and rope terminations.

- L. The Contractor should consider hard plastic or other proven coatings to increase the design life and provide additional resistance to fish bite and entanglements (fishing gear, endangered species, etc.).
- M. The Contractor may propose fairings (small streamers) to be included in the mooring line to reduce strumming, vibrations and drag on the mooring system; however, the Contractor shall keep fairings to a minimum to reduce potential marine debris or plastics in the marine water column. The fairings shall be constructed of natural or biodegradable materials wherever possible.
- N. The length of mooring line proposed shall be estimated based on available NOAA nautical chart bathymetry data and confirmed on-site via sufficient depth sounding equipment on the deployment vessel.
- O. The Contractor shall consider extending the buoy mooring chain to below the anticipated trolling depth to avoid fishing gear entanglement.
- P. Contractor shall consider increased sizes or thicknesses of hardware in the upper mooring system, or other areas that may be prone to increase fatigue or wear, to extend the design life.
- Q. The mooring system design shall also consider the Contractor's proposed installation/deployment procedure(s). For example, if the Contractor proposes to lower the entire anchor and mooring system to the bottom using the mooring line, the Contractor must ensure the mooring line and system is capable of handling these installation/construction loads throughout all probable deployment procedures (e.g., deployment loads shall not exceed the working strength of the mooring components). Conversely, if the Contractor proposes to pay out the buoy and mooring system and drop the anchor, the entire buoy system (buoy, mooring line and components, and anchor) shall be designed to withstand these increased construction loads such as rapid tensile loading, excessive drag, line twisting, etc. These deployment loads shall not exceed the working strength of the buoy system components.
- R. The Contractor shall consider the corrosion potential of all hardware proposed in the buoy and mooring system, including but not limited to shackles, thimbles, or other connectors (submerged or emergent). Dissimilar metals shall be avoided to prevent accelerated corrosion of other components. Stainless steel connectors should not be used in marine moorings unless unavoidable due to the potential for accelerated corrosion when used with dissimilar materials. The Contractor shall clearly identify the special precautions that will be necessary if proposing dissimilar metals.

#### **7.4 ANCHOR**

- A. The Contractor shall design cost-effective anchor system(s) and associated components to adequately anchor the proposed buoy system. The anchor system shall be designed and engineered for the anticipated loading conditions at the project site throughout the proposed design life. Additionally, the anchor system shall be designed and engineered considering the predicted and known bottom conditions within the proposed project area as documented by NOAA/NOS National Centers for Coastal Ocean Science and Gulf of Mexico Fishery Management Council as documented within the Construction Drawings. The Contractor shall consider other data sources if available and notify the Owner and Engineer if additional bottom condition data is discovered that may affect the proposed anchor system design, installation, or anticipated performance.
- B. The Contractor shall also consider the proposed construction and installation/deployment procedures in the anchor system design. The design and proposed procedure(s) shall avoid excessive loading, twisting, strain or any damage to any of the buoy system components (anchor, chain, mooring line, connections, etc.). If the anchor is to be lowered to the bottom, the Contractor shall provide a detailed plan on how the lowering cables/lines will not damage the mooring system.



- C. Modules shall be sufficiently massive to self-anchor on the bottom once deployed and remain stable to withstand the anticipated coastal conditions of the buoy area (e.g., wave and current loadings on the entire buoy system). The anchor system shall not be permitted to drag on the bottom.
- D. Anchor components must be capable of being lowered to the seafloor in an upright, vertical position via embedded lifting lug or similar apparatus. The anchor(s) or anchor components should not include large protrusions or other features that may increase the potential for anchor chain entanglement.
- E. The anchor may consist of steel, concrete or a combination of these materials. A modular anchor consisting of steel train wheels will be acceptable. Modular steel anchors or compact, effective designs (e.g., low-profile anchor with minimal protrusions) are preferred over large-scale anchors to allow smaller deployment vessels and reduced anchor chain snag potential.
- F. Anchor components and the overall anchor system should be a solid mass with adequate reinforcement that will not fracture or become damaged upon impact with seafloor.
- G. Prefabricated concrete anchors shall be engineered with reinforcing to ensure the units have sufficient strength to withstand all conditions associated with material deployment (e.g., lifting, stacking, deployment and long-term, submerged coastal forcing). Concrete anchors must be composed of marine grade concrete with adequate strength and cured for at least 14 days prior to deployment.
- H. Multiple anchors may be used, but they should be all tightly shackled or joined together to form a low-profile, compact, solid mass that does not present potential for anchor chain or shackle entanglement, either during deployment or throughout the buoy system design life.

#### **7.5 MATERIAL COMPOSITION**

- A. All proposed materials shall be durable, marine-grade materials meeting the overall intent and goals of the project.
- B. The buoy system shall not include dissimilar metal components to prevent accelerated corrosion.

#### **7.6 LIABILITY & RESPONSIBILITY FOR BUOY SYSTEM AND MATERIALS**

Upon initiation of manufacturing, handling, assembly and movement of the buoy materials or complete buoy system, all liability, risk of loss, and responsibility for the safe handling, storage, transportation and installation of the buoy system (including all associated materials and components) shall be borne by the Contractor. This liability, assumption of risk and responsibility shall remain with the Contractor until the complete buoy system is deployed/installed at the permitted location(s) in accordance with the contract documents.

## PART 8 - BUOY CONSTRUCTION AND DEPLOYMENT

### 8.1 DEPLOYMENT PLAN

- A. The Contractor shall prepare a deployment plan for the offshore fishing buoy project. Within fourteen (14) 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 material ordering and component manufacturing/assembly through transport, final deployment/installation and site demobilization); manufacturing methods; proposed work/staging areas; a list of all work force and equipment required for each phase (e.g., manufacturing, assembly, handling, transport, and deployment operations); deployment methodology describing how the materials will be loaded, transported and deployed, including details on whether the buoy systems will be assembled prior to loading or on-site (aboard the deployment vessel); and the qualifications of supervisor(s). The qualifications shall provide a detailed description of the Contractor's experience and understanding of offshore buoy deployments, including a list of similar offshore buoy system construction and installation projects within the last 5-10 years. The Contractor's qualifications shall also reference specific experience with buoy system design, component manufacturing/assembly, and offshore transport and deployment for projects with similar conditions to the Northern Gulf of Mexico (e.g., water depth, oceanographic conditions, etc.). The Contractor shall also provide with the deployment plan documentation of any additional required permits, licenses, authorizations, etc. (if any) 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 manufactured and/or deployed). Additional consideration shall be given to scheduling and coordination required for manufacturing and transport 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 (manufacturing, loading, hauling, offshore transport vessel(s), 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 Buoy Construction Methodology including a description of proposed methods for offshore buoy system manufacturing, assembly, material hauling and staging, and proposed waterside loading or staging areas. The methodology shall include all components of the completed buoy system (anchor, mooring line, connections, and surface buoy) and additional amenities such as meteorological equipment, educational signage, etc.
5. Proposed Offshore Buoy Installation / Deployment Methodology to achieve the buoy configuration depicted on the Construction Drawings and described within the Contract Documents. The plan shall include a detailed description of the offshore buoy deployment at the proposed sites, including but not limited to offshore vessel description, waterside loading plan, production rates/haul capacity, positioning plan, markers, communications, proposed deployment procedures, deployment accuracy, and location verification procedures. The plan shall include a detailed schedule for each buoy (referencing the alphanumeric identifiers on each buoy) and any required staging and/or loading site restoration if necessary.
6. Offshore Buoy Schematic detailing each offshore buoy system including the buoy and component dimensions, specifications, weights, and anticipated monitoring, maintenance, and performance (e.g., design life).
7. Subcontractor list.

## **8.2 PRE-DEPLOYMENT NOTIFICATION**

- A. The Contractor shall prepare and submit a Cargo Manifest and Pre-Deployment Notification Form to the Owner and Engineer at least 14 days prior to material loading or transport as required by the regulatory authorization. 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, USCG, FWC, Engineer, or Owner that the material is questionable or unaccepted. 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 Owner, USCG, FWC or their designee(s) to conduct on-site inspections of all phases of the offshore buoy project before, during, and after the deployment. The Contractor shall document the buoy materials on the offshore vessel or barge via written reports and photographs immediately prior to departing, or at the deployment site before deployment.
- D. The Contractor is not permitted to load or deploy any materials until reviewed and authorized by the Owner and/or Engineer. The Contractor shall not deploy any materials not listed on the Cargo Manifest or materials inventory without authorization from the Owner and Engineer.

## **8.3 LOADING & TRANSPORTATION**

- A. The Contractor shall provide all supervision, labor, and equipment necessary for loading buoy materials from the Contractor's proposed manufacturing site to a proposed waterside loading area, loading the material on a suitable offshore conveyance, transporting the materials offshore to the proposed construction site, and precise placement of the material to provide a long-term resource for enhancing offshore recreational fishing opportunities. The Contractor shall maintain any and all necessary permits, licenses, and authorizations for transporting the materials from the staging and/or manufacturing area to the waterside loading area and to the offshore project site.

- B. The Contractor assumes all liability, risk of loss and responsibility for the safe handling, transportation, and storage of all buoy system(s) and materials. The Contractor shall only load or transport materials that have been observed and accepted by the Owner and Engineer. The Contractor shall not drop, push or handle material in such a manner that may damage or compromise the structural integrity of the material. The Contractor shall not load materials that do not meet the requirements within these specifications or the Contract Documents.
- C. The Contractor shall propose material transport routes in the Deployment Plan. The Contractor shall adhere to proposed transport routes unless authorized 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 shall coordinate material manufacturing, staging and loading as required to deploy the offshore buoy system(s) in the configuration shown in the Construction Drawings.
- F. The Contractor will provide sufficiently powered offshore conveyance(s) (e.g., sea-worthy barge and towing vessel, etc.), personnel, and all necessary equipment to transport the buoy materials offshore and complete the deployment in accordance with the contract documents. The Contractor will allow the Owner or their designee to be onboard the material transport vessel during deployment operations to observe material placement. The Contractor may also provide a support vessel for the Owner or their designee during all offshore transport and deployment operations; however, this vessel must be equipped with suitable DGPS and fathometer equipment as required within these specifications.
- G. 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.
- H. The Contractor shall only load and transport a quantity of buoy systems or materials that can be safely placed on the available offshore conveyance, unless the Contractor-proposed waterside loading area property owner approves 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 (as applicable).
- I. Buoys and/or buoy system material(s) loaded onto the upland and offshore transporting equipment (trucks, trailers, vessels, etc.) must be property secured in compliance with the State's Department of Transportation, U.S. Coast Guard, and any other applicable regulatory agency standards and regulations to allow for safe transport to the offshore construction site. The Contractor shall be responsible for retrieving and removing any materials accidentally dropped along upland or offshore transport routes or accidentally dropped or deployed in State or Federal Waters outside of the proposed buoy site(s). The Contractor will not be reimbursed for any materials dropped or deployed outside of the proposed buoy site(s) and shall be responsible for any damages or costs (e.g., damage to private property or roadways) resulting from such occurrences.
- J. The Contractor shall complete and sign a 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 authorization shall be maintained onboard the deployment vessel(s) at all times during transport of materials.

- K. The Contractor shall quantify the number of complete buoy systems (referencing the specific buoy numbers) and estimate the tonnage of buoy 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, if required by the Engineer, perform the measurements and calculations (before and after barge draft calculations) in the presence of the Owner or Engineer.
- L. While loading the offshore vessel(s) with buoy materials, the vessel(s) 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 buoy construction effort (e.g., location verification, visual markers, etc.) as necessary. The support vessel or primary deployment vessel should be capable of comfortably accommodating its crew and three additional individuals — Owner representative(s) and/or project sponsor(s). After assisting in the construction effort, the support vessel and crew shall be made available to support additional observation efforts (e.g., fathometer/GPS surveys of the deployed buoys) by the Owner or their representative. The Owner or their representative designated as an official observer shall remain on-site during the entire deployment phase of the operation to observe and 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 representative(s) and/or project sponsors — shall verify the position and water depth following buoy deployment as required by the Contract Documents. The verification shall occur following each buoy deployment.
- D. The Contractor shall only operate vessels 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 not operate vessels where the draft of the vessel provides less than 3 feet clearance from the bottom or as may be limited by coastal conditions (e.g. swell or currents).
- E. The Contractor shall not operate any vessels or place any equipment or materials (temporarily or permanent) within vessel exclusion zone(s), area of existing reefs or natural resources, or buried cables. The Contractor will be responsible for any damage to these existing resources and/or equipment resulting from their construction operations. The Contractor shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer.

#### **8.5 BOTTOM RESOURCES**

- A. The Construction Drawings document areas of known and potential natural resources (e.g., deepwater corals) in the vicinity of the proposed buoy locations. It is the Contractor's responsibility to avoid impact to existing (documented or undocumented) resources and shall plan deployment operations as necessary to ensure resources are avoided as required by the regulatory authorizations, specifications and contract

documents. The Contractor shall not temporarily place any equipment, anchors, or materials within these or other resource areas.

- B. The Contractor shall notify the Owner, Engineer, and USACE immediately if evidence of cultural/archeological resources, such as sunken vessels or ballast, or natural resources are discovered or impacted during construction operations. The Contractor shall record the location of any disturbance to these areas and report them immediately to the Owner, Engineer, and USACE. The Contractor will be responsible for any damage to these existing resources and shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer.

## **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 the Standard Manatee Conditions for in-water work, as well as additional protected species guidance 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 throughout construction operations.

## **8.7 BUOY DEPLOYMENT**

- A. The Contractor shall have on-site current NOAA nautical charts of the buoy deployment and surrounding areas, with the proposed buoy locations and any adjacent natural resources indicated on the chart. The Contractor shall also be in possession of the individual buoy deployment coordinates 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(s). A marine radio channel shall be designated, used and monitored throughout the offshore transport and deployment operations. The Contractor shall also provide a list of key personnel and contact information (e.g., mobile phone and email) to the Owner and Engineer prior to construction.
- C. In order to ensure accurate buoy placement, 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 for the Northeast and North Central Gulf of Mexico, or as approved by the Owner. Both the Owner and the Engineer have the authority to suspend buoy deployment operations if positioning and other deployment objectives are not being met.
- D. The Contractor shall utilize equipment and methods that ensure accurate buoy placement within the proposed area(s) and that does not result in damage, entanglement, or a position/orientation that compromises the stability or performance of the buoy(s). Buoys that are not sufficiently buoyant, excessively leaning or overturned will not be accepted. Units placed beyond the deployment tolerance(s) in the contract documents will not be accepted unless previously approved by the Engineer or Owner.
- E. Precise placement of all materials is critical to the success of the project. 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 buoy system, as required, in a safe and environmentally sound manner that meets the intent of the contract documents.
- F. The Contractor shall place units in a sequence that avoids potential impact to existing resources and previously placed units. This sequence shall be described in the Contractor's Deployment Plan and reviewed by the Owner and Engineer.

- G. Prior to buoy deployment, the Contractor shall survey the proposed deployment site with a suitable fathometer to confirm the actual water depth at the proposed deployment site. The Contractor shall make any adjustments necessary to the buoy and/or mooring system.
- H. The Contractor shall target a relatively flat area within the proposed deployment area free from ledges, pinnacles or steep slopes. Installation of the anchor within a slight depression is preferred if possible.
- I. The Contractor shall propose the specific deployment procedures in the Deployment Plan for Owner acceptance prior to offshore transport. The proposed procedures shall detail the anticipated deployment accuracy for each buoy location. In all cases, the anchor shall be deployed within 0.25 nautical miles (nm) (approx. 1,500 ft) of the proposed buoy location or as stated in the Contract Documents. Buoy placement greater than 0.25 nm from the proposed location may be authorized by the Engineer or Owner if unanticipated bottom conditions or avoidance of potential resources requires deviation from the locations depicted in the Construction Drawings. The Contractor is not permitted to exceed the 0.25 nm buffer without prior approval from the Owner or Engineer. The Contractor is not permitted to push or indiscriminately dump the buoy anchor or components off the deployment vessel.
- J. As the large water depths likely prohibit anchoring, the Contractor's deployment vessel(s) shall be held in position by on-board dynamic positioning systems or other powered vessel(s) throughout deployment operations. In such cases, the Contractor will be in constant contact with the Owner or Engineer, and all associated vessels via telephone and/or radio to verify the Contractor is meeting positioning requirements. The Owner or Engineer may require the Contractor to stop deployment at any time to reposition the barge or vessels if buoy positioning requirements are not being met.
- K. The Contractor shall deploy the anchor at the proposed location with a GPS-enabled crane or similar device, and slowly release the required amount of line in a controlled manner for stable, accurate positioning and to ensure the buoy system is installed as designed without loops, tangles, or other conditions that may negatively affect the performance and/or design life of the system. The Contractor may propose alternative deployment procedures; however, the proposed procedures must ensure the buoy system and mooring components are not subjected to excessive loadings or loadings exceeding the component(s) working strength. The Contractor should avoid lowering the anchor system to the bottom with a separate cable/line system to avoid potential line chaffing, twisting, and entanglement. Regardless of the deployment procedure proposed, the Contractor shall detail the entire plan and specifically review procedures and practices to ensure the buoy system will not be damaged. The deployment procedures must ensure the complete buoy system and components (e.g., line, shackles, anchor, etc.) are installed as designed and devoid of loops, entanglements, excessive twists, or other conditions that may negatively affect the buoy's performance or reduce the proposed design life.
- L. Winds and currents may change offshore conditions rapidly. Buoy deployment may be stopped or suspended at any time, as often as required by the Owner or Engineer, to confirm correct, accurate placement of the buoy(s) by means deemed suitable by the Contractor and Owner under the prevailing conditions.
- M. The Contractor shall program the exact latitude/longitude coordinates (provided in the Construction Drawings) of each individual buoy into the deployment vessel's GPS unit. GPS coordinate system for location data will be Geographic, National Geodetic Datum of 1983.
- N. The Contractor shall record the precise location of each placed buoy anchor (as recorded by crane-mounted DGPS or similar device), buoy and calculated watch radius. The location of deployed units shall be in latitude/longitude coordinates as required within these specifications. The daily placement records shall be provided to the Engineer following each day of deployment operations and shall also be submitted to the Engineer and Owner with the Contractor's post-deployment records. Additionally, the Contractor shall record and maintain all placed anchor and buoy locations in the vessel's GPS unit for final reporting.

Should the Owner select multiple Contractors, each Contractor shall provide the record of placed anchors and buoys in the daily placement records/report and these records shall be provided to the Engineer following each day of deployment operations. The Owner or Engineer will provide the placed anchor and buoy records to additional Contractors to ensure avoidance during future buoy deployment. The Owner's observer or Engineer may verify the location of placed buoys throughout deployment operations.

- O. The Contractor shall only deploy materials authorized by the Owner, Engineer, and FWC and that are listed on the cargo manifest. At no time shall the Contractor deploy or dispose of any unauthorized, 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.
- P. Under no circumstances shall materials be placed in the water without the on-site Owner's or Engineer's acceptance of the anchor, buoy and/or vessel's 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 offshore vessel, anchor, and buoy is required in order to ensure the buoy system is constructed in accordance with the Construction Drawings and to avoid any impacts to natural resources. Materials shall only be deployed in the configuration as shown in the final Construction Drawings. Material deployment may be stopped at any time by the Owner or Engineer in order to check placement of the buoy components or to require repositioning of the vessel due to other factors.
- Q. The Contractor shall document any deviations or variations from the Owner-accepted Deployment Plan in the daily report(s), deployment and certification records.
- R. The Owner will not pay for materials placed outside the designated deployment location or not meeting the conditions of these specifications or contract documents. The Contractor will be responsible for removing any such materials and relocating them within the proposed buoy locations in accordance with the Contract Documents.
- S. Any machinery used to move and deploy the buoy materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe offloading of materials.
- T. All construction equipment, installation devices, or lifting materials (lifting lines, straps, shackles, hooks, ties, ropes, etc.) must be entirely removed from the buoy system and components following construction.
- U. Deployment of multiple buoys or buoy components at a time shall not occur unless specifically authorized by the Owner and Engineer.

## **8.8 POST-DEPLOYMENT RECORDS**

The Contractor shall maintain detailed, accurate deployment records for archival purposes. These records shall include at minimum, a full schematic of the entire deployed buoy and mooring system, and photos of the assembled materials and system prior to, during and post deployment. The Contractor shall prepare a post-deployment report detailing the dates of deployment, final anchor location coordinates, water depth, anticipated bottom conditions, mooring line components and individual lengths, total mooring line length, and watch radius. The report shall include a statement from the Contractor certifying the buoy system(s) were installed in accordance with the Contract Documents at the proposed location within the allowable tolerance(s) and a statement regarding the condition of the entire buoy and mooring system (including lights, GPS tracking system, and any additional on-board equipment) at the time of deployment. The report shall document any observed damage(s) or items of concern to be reviewed during post-construction observations, monitoring, or maintenance.



The Contractor shall also complete a 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 at the proposed buoy site(s) and meets the allowable tolerances and conditions of the Contract Documents. The Contractor shall attach to the report an as-built drawing documenting the buoy and anchor coordinates, water depth, photos of the buoy system (pre- and post-deployment), and buoy schematic. The report and drawings shall be limited to a few pages per deployment. The Contractor shall also provide digital records of the recorded (placed) locations for each buoy system to the Engineer following construction operations

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## **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.

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## **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 survey(s), as-built drawings, 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 number of offshore buoys deployed in accordance with these Specifications and the Contract Documents. The Contractor may submit monthly partial payment requests upon completing individual offshore buoy construction (e.g., **completing Buoy #1**); however, the contractor may only invoice once a minimum of 25% of a total buoy quantity has been placed.

### **10.2 UNIT PRICE PAYMENT ITEMS**

#### **A. Line Item No. 1.0, "Offshore Buoy Construction":**

Payment for contract line item no. (CLIN) 1.0 will be made as a unit price for costs associated with or incidental to manufacturing, loading, transport, and deployment of Owner-accepted offshore buoy system at the proposed deployment site(s). 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, "Offshore Buoy 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 authorized, completed and accepted offshore buoy system(s) placed within the proposed site(s). Payment quantities shall be determined by the Contractor and confirmed by the Owner immediately following deployment. No payment will be made for buoys or materials that are below the minimum quantity, 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 components that are placed in an orientation that compromises the stability and durability of the overall buoy system (e.g. tangled mooring line, damaged buoy or components, etc.) or placed outside of the proposed orientation or maximum tolerances. No payment will be made for materials placed outside of the designated site(s) 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 site, etc.).

### **10.3 PAYMENT PROCEDURES**

#### **A. Monthly Progress Payment**

Monthly progress payments shall be based on the accepted unit price and the total number of complete installed offshore buoy system(s) placed in accordance with these Specification and Contract Documents and verified by the Owner and Engineer. The Contractor will be eligible for an initial progress payment upon completing offshore buoy construction and placement at the individual site(s), acceptance of that buoy system by the Owner and Engineer, and placement of at least 25% of the total buoy quantity. 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 shall be accompanied by verified quantity measurements, the placement verification report, and additional supporting data and 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 the buoy system(s) transported offshore were accurately placed at the specified buoy location in accordance with the Contract Documents. See Section 8.8 Post Deployment Records for additional submittal requirements.

**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**

Contractor will only be eligible for final payment after all contracted buoy systems have been placed within the proposed area(s) and accepted by the Owner and Engineer. Upon written notice from Contractor that the Work is complete, the Owner and Engineer will observe the Work within fourteen (14) 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. (See Monthly Progress Payment requirements above).

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 final payment within seven (7) days after receipt of the final Application for Payment. If the Engineer is not satisfied that the work is completed or additional submittals are required, 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 --**

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**DRAFT**



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

Pensacola Permits Section  
SAJ-2016-02457 (SP-SWA)

June 4, 2018

Okaloosa Board of County Commissioners  
c/o: Jim Trifilo  
1250 North Eglin Parkway, Suite 100  
Shalimar, Florida 32579

Dear Mr. Trifilo:

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,

A handwritten signature in black ink, appearing to read "Steve Andrews Jr.", written in a cursive style.

For Donald W. Kinard  
Chief, Regulatory Division

Enclosures:  
Proffered Permit w/o attachments

# DEPARTMENT OF THE ARMY PERMIT

**Permittee:** Okaloosa Board of County Commissioners  
c/o: Jim Trifilo  
1250 North Eglin Parkway, Suite 100  
Shalimar, Florida 32579

**Permit No:** SAJ-2016-02457 (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 U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

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

**Project Description:** The project is to place eight (8) moored surface buoys in the northern Gulf of Mexico to enhance recreational fishing opportunities. The buoy and mooring system will be designed to withstand the oceanographic conditions within the project area for the proposed design lifespan, approximately 5 to 7 years, after which the buoy and mooring system will either be removed, replaced or maintained if the design lifespan of the buoys can be extended due to relatively calm periods in the Gulf of Mexico. Each buoy will include the following: Coast Guard approved solar-powered light, integrated radar reflection, and a remotely tracked GPS signaling device (for buoy retrieval in the event of mooring system failure). One of the buoys may be a designed vessel mooring buoy and others may be slightly modified to carry an additional, limited amount of scientific equipment. Additional buoy design criteria includes mooring line material consisting of rope, chain, and/or cable that is stiff, taut, and non-looping. A breakaway swivel/shackle will be placed at or close to the mooring line point of attachment to the buoy to ensure a minimal amount of line remains attached to the buoy should a break occur. Flexible in-water lines, such as nylon rope will be encased in a synthetic or natural polymer to add rigidity and prevent the line from looping and tangling. Mooring components will consist of heavy gauge steel shackles, chains, and swivels which would sink to the bottom should a break occur. The anchor will be composed of heavy gauge steel (e.g., train wheels) and/or concrete.

**Project Location:** The proposed buoy sites will be located in the Gulf of Mexico near the DeSoto Canyon, south southwest of the mouth of East Pass in Destin, ranging between 40 and 80 nautical miles south of the Florida shoreline.

**Approximate Coordinates:**

<b>Location</b>	<b>Latitude</b>	<b>Longitude</b>
<b>Buoy 1</b>	29.526379°	-87.044423°
<b>Buoy 2</b>	29.453923°	-87.117415°
<b>Buoy 3</b>	29.387609°	-87.185247°
<b>Buoy 4</b>	29.309135°	-87.261218°
<b>Buoy 5</b>	29.447636°	-86.881080°
<b>Buoy 6</b>	29.347393°	-86.879143°
<b>Buoy 7</b>	29.248262°	-86.879122°
<b>Buoy 8</b>	29.146146°	-86.879786°

**Permit Conditions**

**General Conditions:**

1. The time limit for completing the work authorized ends on **April 9, 2023**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

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



PERMIT NUMBER: SAJ-2016-02457  
PERMITTEE: Okaloosa BOCC  
PAGE 3 of 9

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

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

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

**Special Conditions:**

**1. Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:

a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson Suite, Suite 301, Pensacola, Florida 32502.

b. For electronic mail SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2016-02457 (SP-SWA), on all submittals.

**2. Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.

**3. Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

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

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

**6. Sea Turtle and Smalltooth Sawfish Conditions:** The Permittee shall comply with the attached National Marine Fisheries Service's “Sea Turtle and Smalltooth Sawfish Construction Conditions” dated March 23, 2006.

**7. Protected Species Guidance:** The Permittee shall comply with the attached “Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting”, for marine turtles and marine mammals.

**8. Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

**9. Cultural Resources/Historic Properties:**

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

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the

PERMIT NUMBER: SAJ-2016-02457  
PERMITTEE: Okaloosa BOCC  
PAGE 5 of 9

Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

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

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

**Further Information:**

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

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

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

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

2. Limits of this authorization.

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


- b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal projects.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.


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

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

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


  
\_\_\_\_\_  
Commissioner Graham W. Fountain



5/15/18  
\_\_\_\_\_  
(DATE)

Chairman, Okaloosa County Board of County Commissioners

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

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

4 June 2018  
\_\_\_\_\_  
(DATE)

PERMIT NUMBER: SAJ-2016-02457  
PERMITTEE: Okaloosa BOCC  
PAGE 8 of 9

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)

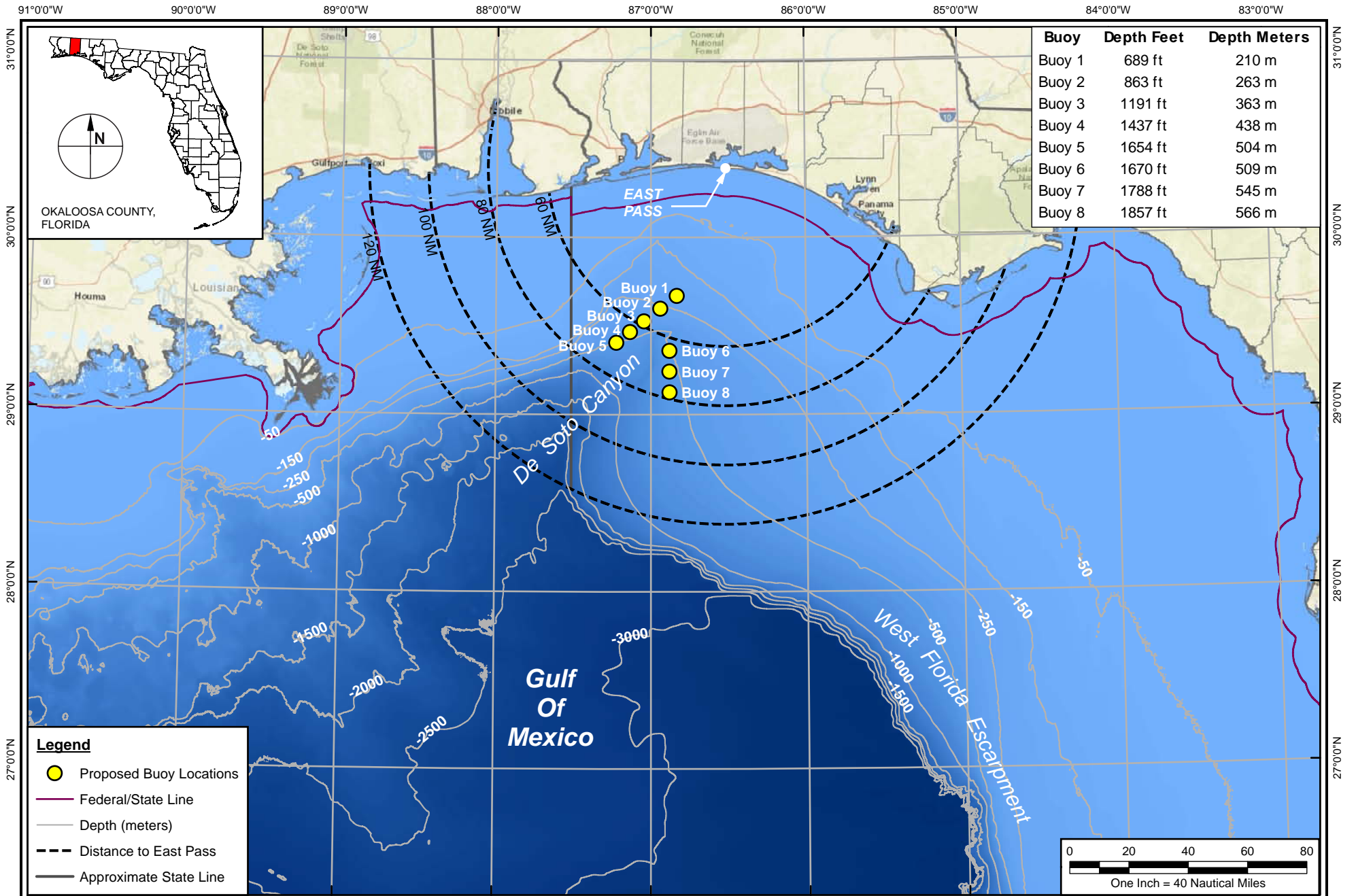
\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2016-02457  
PERMITTEE: Okaloosa BOCC  
PAGE 9 of 9

***Attachments to Department of the Army  
Permit Number SAJ-2016-02457***

1. PERMIT DRAWINGS: Five (5) pages.
2. PRELIMINARY JURISDICTION FORM: Three (3) pages.
3. SELF-CERTIFICATION FORM: One (1) page.
4. MANATEE CONDITIONS: One (1) page.
5. SEA TURTLE, SAWFISH AND STURGEON CONDITIONS: One (1) page.
6. VESSEL STRIKE AVOIDANCE MEASURES: One (1) page.




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

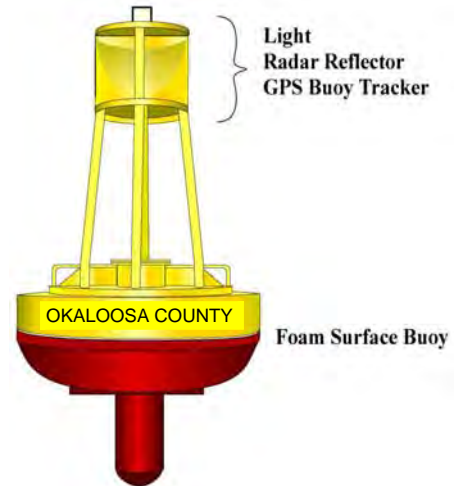
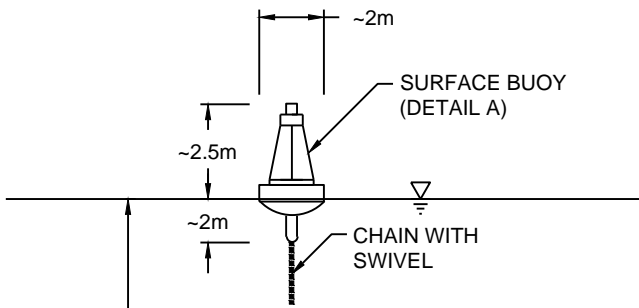
**FIGURE 1**  
 PROPOSED BUOY LOCATIONS  
 OKALOOSA COUNTY FISHING BUOYS  
 OKALOOSA COUNTY, FL

**Notes:**

1. Bathymetry Source: National Geophysical Data Center, NESDIS, NOAA, U.S. Department of Commerce
2. Basemap Source: ESRI, World Street Map
3. Vertical Datum: MLLW Meters
4. Horizontal Datum: NAD 1983

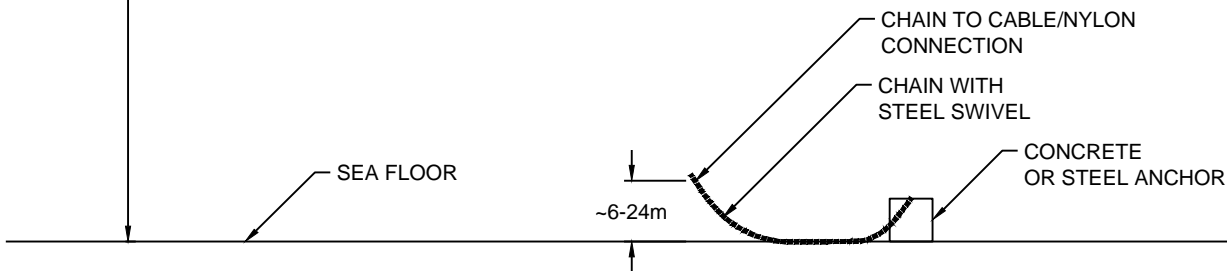
PROJECT	C2015-031
DRAWN BY	MNA
SHEET	1 of 5
DATE	JULY 2016





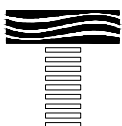
**DETAIL A**  
NOT TO SCALE

200 - 600m  
CABLE OR HEAVY GAUGE NYLON



**NOTES:**

1. ILLUSTRATION IS NOT TO SCALE.
2. PRELIMINARY DESIGN IS BASED ON NATIONAL DATA BUOY CENTER STANDARD SEMI-TAUT MOORING SYSTEM.
3. FINAL DESIGN SHALL BE PROVIDED BY THE BUOY MANUFACTURER.
4. BUOY SHALL BE EQUIPPED WITH AN INTEGRATED RADAR REFLECTOR .
5. BUOY SHALL BE EQUIPPED WITH A U.S. COAST GUARD APPROVED SOLAR POWERED LIGHT.
6. BUOY SHALL BE EQUIPPED WITH GPS TRACKING SYSTEM FOR BUOY RETRIEVAL SHOULD THE MOORING SYSTEM FAIL.
7. BUOY DESIGN CONDITIONS SHALL BE BASED ON A 20-YEAR RETURN PERIOD STORM EVENT.
8. ANCHOR SHALL BE COMPRISED OF CONCRETE, STEEL, OR A COMBINATION THEREOF.



**TAYLOR ENGINEERING INC.**

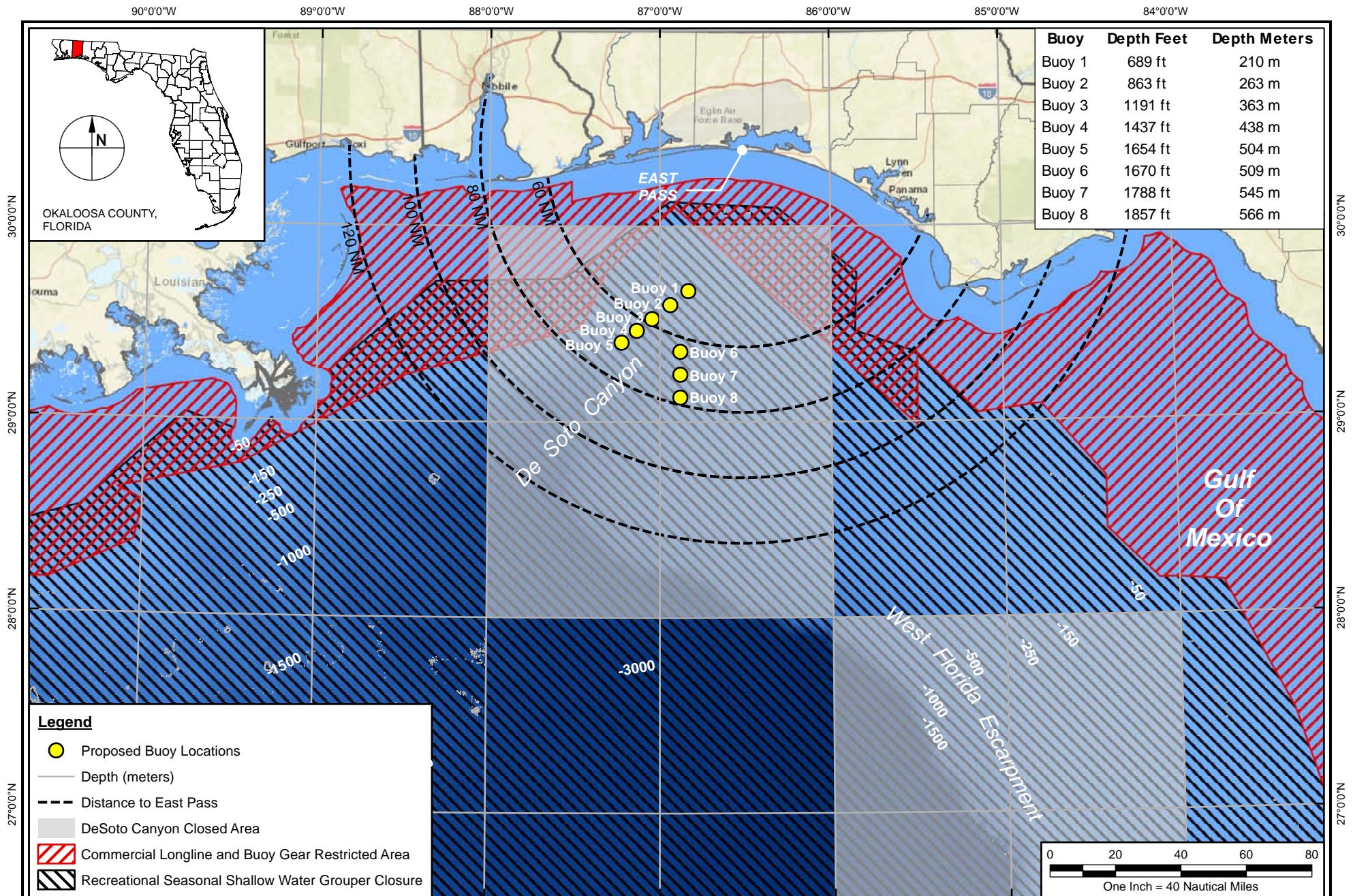
1221 AIRPORT ROAD  
SUITE 210  
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2  
BUOY SECTION  
OKALOOSA COUNTY FISHING BUOYS  
OKALOOSA COUNTY, FL

PROJECT	C2015-031
DRAWN BY	DG
SHEET	2 of 5
DATE	JULY 2016





**Legend**

- Proposed Buoy Locations
- Depth (meters)
- - - Distance to East Pass
- DeSoto Canyon Closed Area
- Commercial Longline and Buoy Gear Restricted Area
- Recreational Seasonal Shallow Water Grouper Closure



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

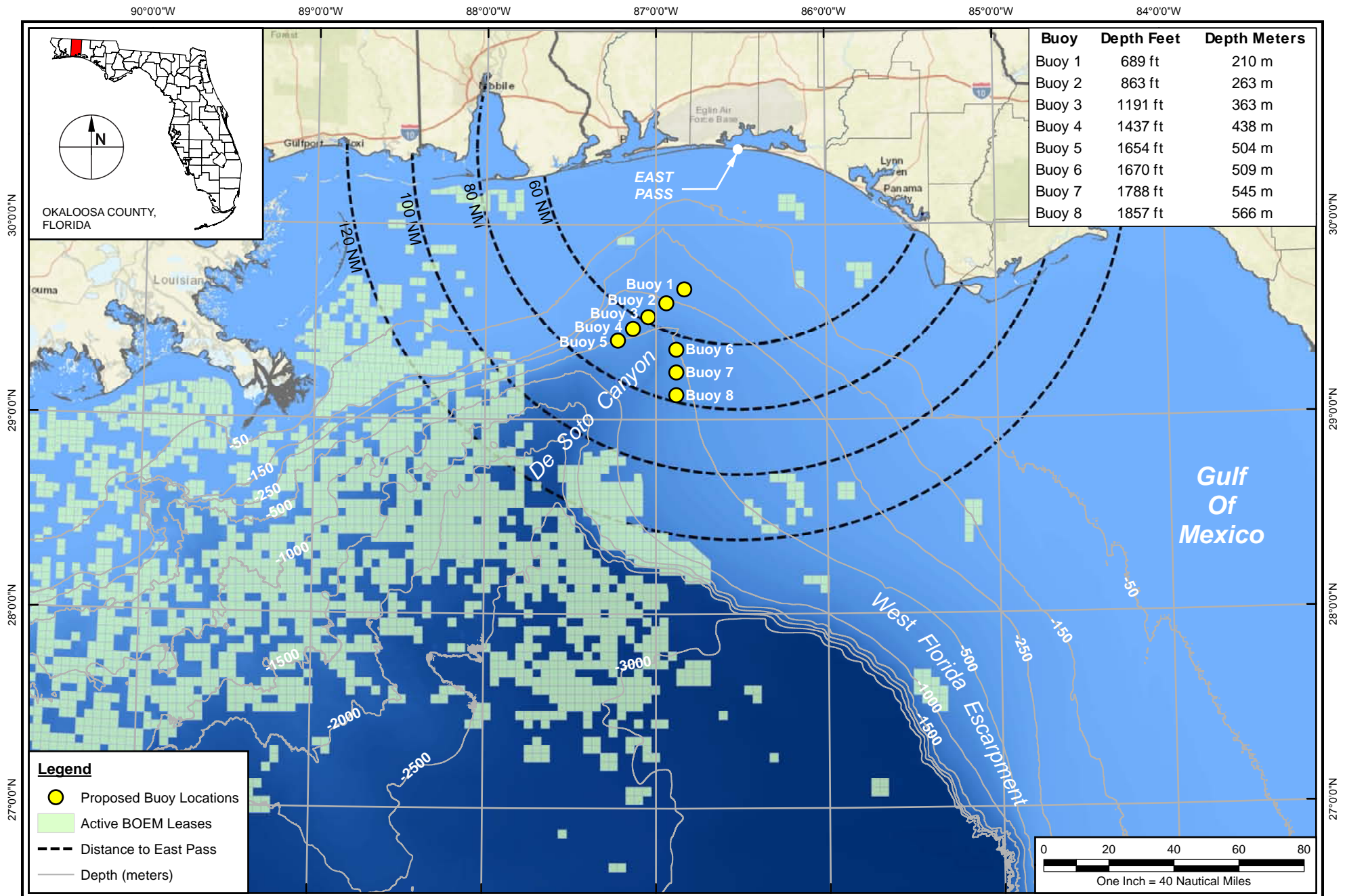
**FIGURE 3**  
 SEASONAL CLOSURE AREAS  
 (PELAGIC LONGLINE GEAR)  
 OKALOOSA COUNTY FISHING BUOYS  
 OKALOOSA COUNTY, FL

**Notes:**

- Bathymetry Source: National Geophysical Data Center, NESDIS, NOAA, U.S. Department of Commerce
- Basemap Source: ESRI, World Street Map
- Vertical Datum: MLLW Meters
- Horizontal Datum: NAD 1983

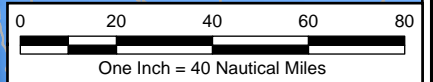
PROJECT	C2015-031
DRAWN BY	MNA
SHEET	3 of 5
DATE	JULY 2016





**Legend**

- Proposed Buoy Locations
- Active BOEM Leases
- Distance to East Pass
- Depth (meters)




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

**FIGURE 4**  
 BUREAU OF OCEAN ENERGY  
 MANAGEMENT (BOEM) LEASES  
 OKALOOSA COUNTY FISHING BUOYS  
 OKALOOSA COUNTY, FL

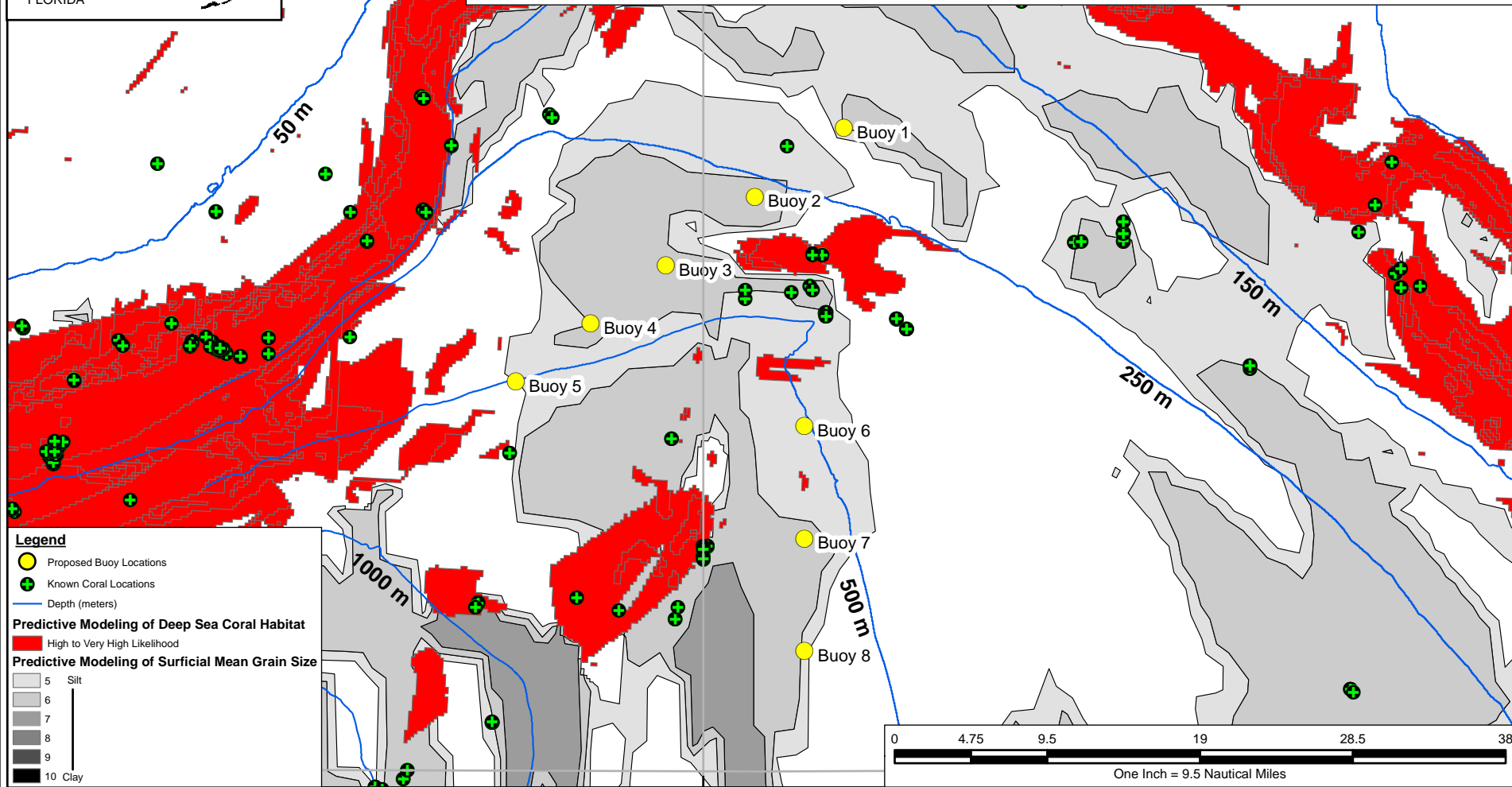
- Notes:**
- Bathymetry Source: National Geophysical Data Center, NESDIS, NOAA, U.S. Department of Commerce
  - Basemap Source: ESRI, World Street map
  - Vertical Datum: MLLW Meters
  - Horizontal Datum: NAD 1983

PROJECT	C2015-031
DRAWN BY	MNA
SHEET	4 of 5
DATE	JULY 2016



OKALOOSA COUNTY, FLORIDA

Buoy	Depth Feet	Depth Meters	Distance to Predicted Coral Habitat	Distance to Known Coral Habitat
Buoy 1	689 ft	210 m	5.50 nm SSE	3.72 nm WSW
Buoy 2	863 ft	263 m	2.71 nm SSE	3.70 nm NE
Buoy 3	1191 ft	363 m	4.41 nm E	5.18 nm ESE
Buoy 4	1437 ft	438 m	5.61 nm W	8.74 nm SE
Buoy 5	1654 ft	504 m	2.16 nm NW	4.58 nm S
Buoy 6	1670 ft	509 m	2.77 nm S	6.95 nm NNE
Buoy 7	1788 ft	545 m	2.97 nm N	6.00 nm W
Buoy 8	1857 ft	566 m	8.76 nm WNW	8.29 nm WNW



**Legend**

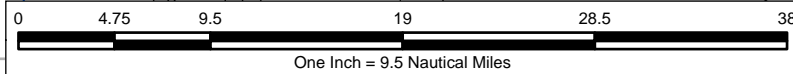
- Proposed Buoy Locations (Yellow circle)
- Known Coral Locations (Green cross)
- Depth (meters) (Blue line)

**Predictive Modeling of Deep Sea Coral Habitat**

- High to Very High Likelihood (Red area)

**Predictive Modeling of Surficial Mean Grain Size**

- 5 Silt (Lightest gray)
- 6
- 7
- 8
- 9
- 10 Clay (Darkest gray)



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

**FIGURE 5**  
 PROPOSED BUOY LOCATIONS  
 PREDICTIVE MODELING MAP  
 OKALOOSA COUNTY FISHING BUOYS  
 OKALOOSA COUNTY, FL

**Notes:**

- Predictive Modeling of Deep-sea Coral Habitat Source: NOAA/NOS National Centers for Coastal Ocean Science
- Coral and Coral Reef Locations Source: Gulf of Mexico Fishery Management Council
- Horizontal Datum: NAD 1983

PROJECT	C2015-031
DRAWN BY	MNA
SHEET	5 of 5
DATE	JULY 2016

**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](mailto:ImperiledSpecies@myFWC.com)



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

## **SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS**

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

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

Revised: March 23, 2006

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## **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](mailto: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 13<sup>th</sup> Avenue South  
St. Petersburg, FL 33701

Tel: (727) 824-5312

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



**SELF-CERTIFICATION STATEMENT OF COMPLIANCE**

**Permit Number: SAJ-2016-02457 (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