



REQUEST FOR Proposals (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
Okaloosa County Offshore Artificial Reef Construction Project
Module Type B: Large Tetrahedron

RFP NUMBER:
RFP TDD 79-18

ISSUE DATE: September 24, 2018 8:00 A.M. CST
NON MANDATORY PRE-PROPOSAL MEETING: October 9, 2018 10:00 P.M. CST
LAST DAY FOR QUESTIONS: October 12, 2018 3:00 P.M. CST
RFP OPENING DATE & TIME: October 24, 2018 3:00 P.M. CST

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

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 RFP 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 "RFP Title," "RFP Number," and the "RFP 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 Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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

COMPANY NAME _____
MAILING ADDRESS _____
CITY, STATE, ZIP _____
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____
TELEPHONE NUMBER: _____ EXT: _____ FAX: _____
EMAIL: _____

I CERTIFY THAT THIS 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 _____

**NOTICE TO RESPONDENTS
RFP TDD 79-18**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) October 24th, 2018**, for **Okaloosa County Offshore Artificial Reef Construction Project-Module Type B: Large Tetrahedron**.

Interested respondents desiring consideration shall provide one (1) original and six (6) copies (total of 7) of their Request for Proposals (RFP) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

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

A **non-mandatory pre-bid** meeting will be held at **10:00 a.m. (CST), October 9th, 2018** at **1250 N. Eglin Parkway, Suite 100 Shalimar, FL 32579**. If you are unable to attend in person, you may call in to the following number: **850-609-2070**.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **3:00 p.m. (CST) October 24th, 2018** 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 "**Okaloosa County Offshore Artificial Reef Construction Project-Module Type B: Large Tetrahedron**". 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 firm 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 quote 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:

**Okaloosa County Offshore Artificial Reef Construction Project-Module B: Large Tetrahedron
RFP TDD 79-18**

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Graham W. Fountain.
Chairman

PROPOSAL REQUIREMENTS

PROPOSAL #: RFP TDD 79-18

PROPOSAL ITEM: Okaloosa County Offshore Artificial Reef Construction Project-Module B: Large Tetrahedron

I. INTRODUCTION

The purpose and intent of this Request for Proposal is to select a qualified contractor for the acquisition, construction, and deployment of multiple offshore marine artificial reefs by deploying numerous multi-sided, prefabricated concrete artificial reef modules standing 14-18 feet tall. The reefs will be located in the Gulf of Mexico within active permitted areas in Florida waters offshore of Okaloosa County in depths 50-80ft.

This project is funded by the Deepwater Horizon National Damage Assessment Trustee Council and administered by the Florida Fish and Wildlife Conservation Commission (the "COMMISSION"). Available funding for this phase of the project is \$90,000.00. Contractor selection will be administered through the criteria outlined in the below request for proposal process considering the greatest quantity and quality of product and service offered. Contractors must submit proposals for what they can construct and deploy as specified in the deployment plan with the budgeted amount of \$90,000.00. All artificial reef construction and deployment must be completed by July 31, 2019.

1. Definitions

The terms and abbreviations used herein shall have the meanings as defined below.

- a. "Artificial reef"- means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida's managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.
- b. "Permitted area" means an area with discrete boundaries inside of which one or more artificial reefs may be located and for which all required permits and authorizations have been obtained. These permits and authorizations include: artificial reef permits issued by the Florida Department of Environmental Protection and/or the Army Corps of Engineers and other permits, licenses, or authorizations required by any governing body.
- c. "Staging site" means a land-based holding area for artificial reef material where such material is stored and prepared for transportation to an approved artificial reef site.
- d. "Prefabricated modules" means structures specifically designed and built for use as artificial reefs and which meet the environmental safety, durability, and stability requirements of this rule, as well as providing complexity and texture which are suitable as habitat for fishes and for colonization by encrusting marine organisms.
- e. "Contractor" means the vendor contracted by the GRANTEE/COUNTY to provide services defined in the scope of work and meets the definition of "Contractor" in section 119.0701(1)(a).F.S.

- f. “Offshore fish/dive” means a category of artificial reef permitted areas located in water deeper than 50 ft. where prefabricated artificial reef modules will be deployed.
- g. “Multi-sided module” means a polyhedral artificial reef unit consisting of three or more polygonal sides. For the purpose of this agreement, a dome shaped module is considered a multi-sided module. A tetrahedron (three sided artificial reef structure with an open or solid fourth side serving as a base) is an example of a multi-sided module.

The location of the artificial reef modules are as specified in the deployment plan (see Table 1). The specified artificial reef modules are to be deployed in seven (7) artificial reef permit areas offshore of Okaloosa County. The permitted areas are “Fish Haven 13-19” reef sites. These are authorized artificial reef permit areas with the U.S. Army Corps of Engineers and Florida Department of Environmental Protection. The permits for this area are:

Table 1 Artificial Reef Permit and Location Information

Permit Area Name	USACOE Permit Information FDEP Permit Information		Location Information		
	Offshore FISH/DIVE	Permit Number	Expiration	Latitude/ Longitude	Depth (ft.)
Fish Haven 13	SAJ-2011-03485 (SP-SWA) 46-0309090-004-EG	Mar. 10, 2024 June 6, 2022	30° 21.391' N 86° 32.876' W	68 - 73	33
Fish Haven 14	SAJ-2013-02668 (SP-SWA) 46-0309090-005 EG	Mar.10, 2024 July 28, 2022	30° 21.141' N 86° 36.874' W	68 - 71	38
Fish Haven 15	SAJ-2012-03221(SP-SWA) 46-0315101-002-EG	Mar.10, 2024 July 28, 2022	30° 21.891' N 86° 42.374' W	68 - 72	38
Fish Haven 16	SAJ-2012-03222(SP-SWA) 46-0315102-002-EG	Mar.10, 2024 July 28, 2022	30° 20.891' N 86° 46.874' W	68 - 72	38
Fish Haven 17	SAJ-2014-00103(SP-SWA) 46-0323466-002-EG	June 7, 2027 Aug 20, 2022	30° 19.875' N 86° 46.855' W	68 - 74	43
Fish Haven 18	SAJ-2014-00103(SP-SWA) 46-0323474-002-EG	June 7, 2027 Aug 20, 2022	30° 21.875' N 86° 43.855' W	63 - 67	38
Fish Haven 19	SAJ-2014-00103(SP-SWA) 46-0323475-002-EG	June 7, 2027 Aug 20, 2022	30° 22.375' N 86° 35.855' W	56 - 64	31

Contractors must meet the following minimum qualifications by including a response to each item below at the time of submitting a proposal:

- a. Be on file with the Department of State in accordance with provision of Chapter 607, Florida Statutes, the “Florida Business Corporation Act”; (<http://dos.myflorida.com/>).
- b. Not be on the federal debarment list;
<http://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>
- c. Not be on the state debarment list;
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- d. Show they are competent and have the necessary resources to fulfill the conditions of the contract.
- e. Have successfully completed at least one artificial reef construction project within the past 5 years, anywhere in the United States.
- f. Provide proof of insurance (in accordance with the County liability requirements);

2. **Minimum Material Standards**

Artificial reef materials placed in the “Offshore Fish/Dive Permitted Areas” (Table 1) must consist of multi-sided, prefabricated artificial reef modules (14-18ft tall) each weighing a maximum of 36,000 lbs. All artificial reef modules must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi) and cured for at least 14 days prior to deployment. Modules shall consist of concrete and embedded stone, shell, or other surface treatments to increase surface roughness (no external metal framework) with multiple openings all the way through the outer surface to allow for water circulation and access by fish. All modules must have a solid bottom or the top of the structure must have an opening greater than 36 inches in diameter to allow for sea turtle escapement.

3. **Deployment Pattern Standards**

Materials proposed must be deployed within the specified permitted areas. The respondent shall state the number of proposed modules in their response. All artificial reef modules shall be planned a minimum of 50ft. from all permitted area boundaries. For deeper depths, strong current, wind or sea conditions, a greater buffer is strongly encouraged to ensure all deployments fall within the permitted area.

4. **Calendar of Events**

Project construction and deployment must be completed prior to July 31, 2019. No compensation will be made for any work completed after this date.

5. **Deployment and Material Placement**

a) During deployment of the artificial reef material, the transport vessel must be effectively moored through double anchoring, be spudded down, or otherwise be held securely in place with minimal movement (+/-50 feet) to ensure accurate placement of the modules on the bottom. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel captain, the transport vessel crew, and the designated COUNTY observer on site. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the COMMISSION’s observer, the COUNTY’s observer or the contractor’s vessel captain reserves the right to suspend off-loading operations if positioning or other deployment objectives, including safety of personnel and equipment, are not being met.

b) Contractor must mark all modules with a waterproof inventory identification number to accommodate cargo manifest and post deployment underwater surveys and inspections. The Contractor shall provide a complete inventory list to the observer, designed by the County, to validate accuracy of cargo manifests prior deployment.

c) The minimum vertical clearance shall be maintained above the highest point of the reef modules in each of the permitted areas (in accordance with the special conditions of the applicable US Army Corps of Engineers and Florida Department of Environmental Protection permits (Table 1).

d) All special and standard manatee protection requirements described in the Army Corp of Engineers Permits for these reef sites must be met.

e) The COUNTY'S Contract Manager or COUNTY's designated official observer shall oversee the temporary marking of each reef deployment location permit boundaries in advance of reef materials deployment in order to assist the contractor in the proper placement of the artificial reef materials. The markers shall be buoys of sufficient size and color to be clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift prior to deployment. Precise GPS placement of marker buoys that do not shift position are important to ensure the reef is constructed within the permitted area and accurately placed at the designated deployment location(s). The COMMISSION will not pay for materials placed outside the permitted area.

f) The COUNTY's Project Manager or COUNTY's designated official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the individual placements as well as the maximum vertical relief of the constructed reefs using a fathometer after the reef construction has been completed.

g) Both the COUNTY and its CONTRACTOR shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed patch reef coordinates and the corner coordinates of the permitted area will also be in possession of the COUNTY's observer and the contractor when on site.

h) Both the COUNTY and its CONTRACTOR shall be prepared to remove any floating debris that might occur during deployment. Having boat hooks, dip nets, and other equipment on board to enable efficient collection of unanticipated floating debris is strongly encouraged. The COUNTY shall be responsible for ensuring that any floating debris discovered during deployment operations (e.g., wood, floating line, aluminum cans, plastic bottles, or other floating materials) shall be collected and transported back to land for proper disposal.

i) The CONTRACTOR agrees to allow the COUNTY and COMMISSION to conduct on-site inspection of the artificial reefs before, during, and after the deployment.

6. **Liability and Responsibility for Reef Materials**

Upon initiation of the handling and movement of these artificial reef materials by the COUNTY's contractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the Contractor. This liability, assumption of risk and responsibility shall remain with the Contractor until the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

7. **Reporting, Performance, and Publications**

- a) Any published articles related to this artificial reef activity should reflect the role of the NRDA ERP Phase III in assisting in the funding of this activity.
- b) Proposers must complete Attachment E, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Federally Funded Transactions.
- c) The Contractor shall comply with all applicable Federal, State and local rules and

regulations in providing services to the County under this Agreement, including the general and special conditions specified in any permits issued by the U. S. Army Corps of Engineers, Florida Department of Environmental Protection, or the Florida Fish & Wildlife Commission. The Contractor acknowledges that this requirement includes compliance with all applicable Federal, State and local health and safety rules and regulations.

- d) The Contractor is required to be in compliance with the following Federal employment guidelines when employing individuals with funds obtained through this contract:
1. Title 42, United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964 as amended)
 2. Title 29, United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended)
 3. Title 20, United States Code Section 1681 (Section 901, Title IX, Public Law 92-318, prohibiting discrimination on the basis of sex)
 4. Title 42, United States Code (Section 6101 Title II of Public Law 94-135, prohibiting discrimination on the basis of age)
 5. Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60)
 6. Under Title 40, United States Code Section 276a to a-7 (as supplemented by Department of Labor Regulations, 29 CFR, Part 5), Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of labor. In addition, CONTRACTORS shall be required to pay wages not less often than once a week.
- e) If modules are damaged during transport or deployment, liquidated damages may be assessed giving the County the option of reducing payment for any misplaced, disoriented, cracked or broken modules documented during the County’s post-deployment surveys. The County will report liquidated damages to the Contractor using the assigned unique identifier number within 30 days of material deployment. Claims for liquidated damages may only be applied to the specific modules documented by the County within the 30-day inspection period. Modules not inspected within the 30-day inspection period will not be eligible for liquidated damages. Liquidated damages may be applied per unit according to the liquidated damages schedule (Table 2). Damages can be cumulative; for example, if a unit is found to be lying on its side and was cracked during handling that unit’s price will be reduced by 20%.

Table 2: Schedule of liquidated damages for misplaced, disoriented, cracked or broken modules documented during the post-deployment surveys.

Liquidated Damages (PER UNIT)		Reduction
1	Unit deployed intact but not lying upright	100% or replaced
2	Unit cracked during handling but is still intact	10%
3	Unit is broken with up to 10% of the material no longer intact	10%
4	Unit is broken with up to 20% of the material no longer intact	20%
5	Unit is broken with up to 30% of the material no longer intact	30%
6	Unit is broken with up to 40% of the material no longer intact	40%
7	Unit is broken with more than 40% of the material no longer intact	100% or replaced
8	Unit was deployed outside of the permitted area.	100% + must be removed

Proposal Sheet

Offshore Artificial Reef Construction Project Module Type B: Large Tetrahedron: 79-18

Bidder Contractor Name: _____

Module Type to be deployed according to the attached drawings/coordinates= Large Tetrahedron or facsimile

Total Number of Modules: _____

Price Per Module Deployed: _____

Permitted Area Name	ACOE Permit Number	FDEP Permit Number	Number of Modules
Fish Haven 13	SAJ-2011-03485 (SP-SWA)	46-0309090-003-EG	
Fish Haven 14	SAJ-2013-02668 (SP-SWA)	46-0309090-004 EG	
Fish Haven 15	SAJ-2012-03221(SP-SWA)	46-0315101-002-EG	
Fish Haven 16	SAJ-2012-03222(SP-SWA)	46-0315102-002-EG	
Fish Haven 17	SAJ-2014-00103(SP-SWA)	46-0323466-002-EG	

Fish Haven 18	SAJ-2014-00103(SP-SWA)	46-0323474-002-EG	
Fish Haven 19	SAJ-2014-00103(SP-SWA)	46-0323475-002-EG	

II. SELECTION CRITERIA

A. Experience and Understanding (Average Ranking Weighted 20%)

Describe the qualifications and demonstrate the ability to implement and administer the project. The Contractor must provide the following information:

1. Minimum of three reference names, one of which must be the client from a previous artificial reef project. Addresses and phone numbers must be provided for each reference. Similarly described artificial reef project references are preferred.
2. Number of years of involvement in marine construction projects and the number, name, location, description, cost and year of artificial reef construction projects successfully completed. Greater amount of artificial reef projects in the past 5 years are preferred.

B. Module Specifications (Average Ranking Weighted 40%)

Describe detailed specifications of the module designs proposed to be deployed. The contractor must provide the following information:

1. Detailed description and specifications of modules. Describe the module dimensions, weight and the composition of each component of each module design including wall thickness, what type of material reinforces the module's concrete walls and how and with what material the separate parts of the module are secured to each other. Submit scale engineering drawings (top, side, bottom views) of each module design proposed. Module descriptions exhibiting the greatest detail and performance potential are preferred.
2. Footprint. Provide the area in square feet of the base of each module design proposed.
3. Surface area. Specify the external surface area exposed in the water column (not covered by seafloor) in square feet of each module type to be deployed. Indicate if any material enhancements that will be attached to the module surface such as stone, shell, etc. Greatest amount of surface areas and material enhancements are desired.
4. Height. Identify the maximum height of each type of module to be deployed. Greatest heights meeting specifications and restrictions are desired.
5. Lifting and placement mechanism. Describe how each module is designed to be lifted and released on the bottom. Describe how the lifting lines and/or straps will be temporary/removable.
6. Demonstrate stability of each module design. Documentation of past performance are preferred.

7. Demonstrate durability of each module design. Documentation of past performance at similar deployment depths are preferred.
8. Tendency to subside. Demonstrate the tendency of each module design to subside. Describe any module design elements intended to reduce subsidence. Documentation of past performance and designs with minimal subsidence at similar deployment depths and similar substrate type are preferred. Pilings driven deeper than minimum is also preferred.

C. Reef Price Per Unit/Total Project Cost (Average Ranking Weighted 20%)

1. Identify the total quantity of modules that will be provided. Lowest cost is preferred.

D. Schedule of Operations (Average Ranking Weighted 10%)

Describe the schedule to complete deployment of all modules by July 31, 2019. The contractor must provide the following information:

1. Provide the total number of estimated days at sea, number of module manufacturing days and associated vessel loading days that will be required to complete the project prior to the contract expiration date. Shortest periods of time and earliest completion dates are preferred.
2. Describe the step-by-step tasks of procuring, loading, moving, transporting, handling and deploying the selected modules through the time the modules are placed on the bottom. Proven, previously used methods are preferred.
3. Describe how the modules will be safely transported to the reef construction site, including how the modules will be secured for transit to the deployment site.
4. Describe the proposed anchoring system and the proposed method to accurately deploy the modules at the designated coordinates. Describe how coordination with designated County observers will be maintained. Methods with the greatest degree of safety and protection are preferred. Greatest anchoring and deployment methods to ensure placement accuracy are favored.

E. Available Deployment Resources (Average Ranking Weighted 10%)

Describe the resources available to successfully complete deployment of all proposed modules. The contractor must provide the following information:

1. The staging site where the units will be kept and made available for inspection at least fourteen days prior to deployment. High site capability and accessibility for inspection by the County is preferred.
2. The specifications (load capacity, vessel type, etc.) of the vessel/barge, and crane, and other equipment that will deploy the modules, and the port(s) they will be operating from. Well maintained equipment showing greatest capabilities and dependability are preferred.
3. The specification (load capacity, vessel type, etc.) of the tugboat and/or other support

vessels that will deploy the modules, and the port(s) they will be operating from. Well maintained vessels showing greatest capability and dependability are preferred.

4. The GPS specifications and methods to be used to deploy materials at the target locations and the anticipated deployment accuracy of module placement in relation to the target coordinates. Equipment redundancy and installations with the least offset distances are preferred. Methods and procedures assuring greatest placement accuracy are preferred.

If a selected contractor subsequently proposed change(s) to the “detailed project plan” (vessels, barges, equipment, methodology), these proposed changes must be submitted in writing, and must be approved by the Grantee and Commission in writing prior to implementation.

III. SPECIAL INSTRUCTIONS

The selection of a Respondent to provide professional services will be based on the following criteria:

- (1) All interested parties shall submit written responses that address each aspect of the Scope of Work and Selection Criteria in the sequence presented in the RFP. Respondents may also include additional material they deem relevant to their selection.
- (2) A Review Committee will evaluate the submitted proposals, rank their responsiveness to the Selection Criteria, and identify the top-ranked Respondents.
- (3) The top-ranked Respondents may be invited to make a presentation. Each presentation will be conducted at the Respondent’s expense, including all travel costs.
- (4) The Review Committee shall recommend the final, top-ranked Respondent(s) to the Board of County Commissioners for final approval.

NOTE: Failure to provide all the required information, in the required format, may disqualify the vendor from further consideration

IV. TERM OF CONTRACT

The Contract shall be effective when both parties have signed the contract. The contract start time will begin from issuance of Notice to Proceed and will continue until July 31, 2019. However, if additional funds become available this contract may be extended. Work is permitted seven (7) days a week during daylight hours only (sunrise to sunset) or as restricted by the specific staging or loading areas not owned by the County.

The County reserves the right to award the contract to multiple vendors.

GENERAL SERVICES INSURANCE REQUIREMENTS – w/Watercraft Liability

REVISED: 08/13/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of 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. With the exception of Workers' Compensation policies, the County shall be shown as 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 prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contact
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.

WATERCRAFT LIABILITY INSURANCE

1. The Contractor shall carry Watercraft Liability insurance against all claims for Bodily Injury, Property Damage caused by the Contractor.
2. Contractor shall agree to keep in continuous force Watercraft Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)

- | | | |
|----|----------------------|--|
| 3. | Watercraft Liability | \$1M each occurrence
for Bodily Injury & Property
Damage |
| | | \$1M each occurrence
Products and completed
operations |

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

To the fullest extent permitted by law, 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.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number 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 prior written notice of cancellation; ten (10 days’ prior written 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 to the County. 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.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the 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 employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/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
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & 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 bid 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 Florida.

3. AUTHORITY TO PIGGYBACK –

All respondents submitting a response to this Request for Proposal agree that such response also constitutes a proposal to other Florida local governments under the same conditions, for the same contract price, and for the same effective period, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept this proposal and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFP. This provision in no way restricts or interferes with the right of any governmental agency to independently procure any or all items.

4. 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 wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.

5. 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.

6. 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.

7. 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.

8. IDENTICAL TIE PROPOSALS –

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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. PAYMENTS –

The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract number.

17. 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.

18. 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.

19. 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.

20. REORGANIZATION OR BANKRUPTCY PROCEEDINGS –

Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

21. INVESTIGATION OF RESPONDENT –

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

22. CONE OF SILENCE –

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

All communications shall be directed to the Purchasing Department.

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

23. 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.

24. COMPLIANCE WITH FLORIDA STATUTE 119.0701 –

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

25. PROTECTION OF RESIDENT WORKERS –

The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish

appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

26. SUSPENSION OR TERMINATION FOR CONVENIENCE –

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

27. FAILURE OF PERFORMANCE/DELIVERY –

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

28. AUDIT –

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

29. 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.

30. NON-COLLUSION –

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

31. UNAUTHORIZED ALIENS/PATRIOT'S ACT –

The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

32. The following documents are to be submitted with the proposal packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Governmental Debarment & Suspension
- K. Exhibit "C" General Grant Funding Special Proposal Conditions

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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)

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 Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

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.

Respondent's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

Email

COMPANY DATA

Respondent's Company Name:

Physical Address & Phone #:

Contact Person (Typed-Printed):

Phone #:

Cell #:

Email:

Federal ID or SS #:

Respondent's License #:

Respondent's DUNS #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

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

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

PROPOSAL SHEET

Date Submitted: _____

PROPOSAL#: RFP TDD 79-18

PROPOSAL TITLE: Okaloosa County Offshore Artificial Reef Construction Project-Module B: Large Tetrahedron

Vendor				
Experience and Understanding (20 points max)				
Module Specifications (40 points max)				
Reef Price Per Unit/Total Project Cost (20 points max)				
Schedule of Operations (10 points max)				
Available Deployment Resources (10 points max)				
Total 100 pts				

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
 - 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 of 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.

EXHIBIT C
GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act**: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. **Access to Records and Reports:**

Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. **Record Retention:**

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. **Termination for Default (Breach or Cause):**

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. **Safeguarding Personal Identifiable Information**

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

20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.
22. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.
23. **Energy Policy and Conservation Act (43 U.S.C.§6201)**
 All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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.: _____

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.

EXHIBIT "A"

To be inserted later once submittals have been made- Request for Proposals and Respondents Acknowledgement solicited for an **Okaloosa County Nearshore Offshore Reef Construction Project-Module B: Large Tetrahedron**, date of opening **October 24, 2018** and any addendums thereto.

CONTRACT

For RFP TDD **79-18**

OKALOOSA COUNTY OFFSHORE ARTIFICIAL REEF CONSTRUCTION-MODULE B: LARGE TETRAHEDRON

This Contract executed and entered into this ____ day of _____, 2018, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and _____ (hereinafter the "Contractor"), a foreign entity certified to conduct business in the State of Florida, whose principal address is _____, states as follows:

WITNESSETH:

WHEREAS, the County through an Request for Proposals & Respondent's Acknowledgement solicited for an Okaloosa County Offshore Artificial Reef Construction Project-**Module B: Large Tetrahedron**; and

WHEREAS, after due review of all responses, _____ has been selected for the Okaloosa County Offshore Artificial Reef Construction Project-Small Tetrahedron; and

WHEREAS, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Request for Proposals & Respondent's Acknowledgement solicited for an **Okaloosa County Offshore Artificial Reef Construction Project-Module B: Large Tetrahedron**; date of opening _____, 2018 and any addendums thereto.
2. Exhibit "B", Standard Contract Clauses, attached hereto and made a part of the contract.

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

II. Scope of Work

The Contractor will provide materials and services for the Okaloosa County Offshore Artificial Reef Construction Project-**Module B: Large Tetrahedron**, as further outlined in the attached Exhibit "A". Any changes to the Contract shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

III. Payment

The Contractor will be paid for the services provided in accordance with the terms and conditions of this contract.

IV. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date nor prior to a written Notice to Proceed from the Owner. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Construction activity (material loading, transport, and offshore deployment) and removal of all equipment from the staging and work areas shall be fully completed and ready for final acceptance by the County by July 31, 2017. Additionally, the Contractor shall complete all construction and demobilization activities within 60 calendar days of work commencement, or by July 31, 2017, whichever occurs first. Work is permitted seven (7) days a week during daylight hours only (sunrise to sunset) or as restricted by the specific staging area.

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, \$972 for each calendar day thereafter until completion is achieved. The Project shall be deemed to be completed on the date the Owner issues a final Completion Certificate. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

D. If any part of Contractor's work depends upon other work of Owner or of any other Contractors, Contractor shall inspect and measure such other as soon as the progress thereof will permit, and promptly report to Owner any discrepancies or deficiencies therein which render same unsuitable for the reception of Contractor's work.

E. The terms of Contract with respect to payments and final settlement shall apply as between Owner and Contractor, except as herein modified. Payment for patch reef construction shall be due Contractor within 25 (twenty-five) calendar days from receipt of Contractor's invoice. Should the schedule

of work extend beyond 30 (thirty) calendar days, Contractor shall submit a partial pay estimate for the work completed through the 25th day of the month. Payment shall be construed as an acceptance of work and as an acknowledgment that Contractor has completed his work.

F. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents

G. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

H. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

V. Invoice Requirements

The Contractor shall request payment through monthly submission of a properly completed invoice. County shall make payments within thirty (30) days of receipt of the invoice.

In the event a portion of an invoice submitted to the County for payment to the Contractor, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

VI. Duration of Contract and Termination of the Contract

The Contract shall be effective when both parties have signed the contract. The contract start time will begin from issuance of Notice to Proceed and will continue for six (6) months or until August 31, 2019. However, if additional funds become available this contract may be extended. Work is permitted seven (7) days a week during daylight hours only (sunrise to sunset) or as restricted by the specific staging or loading areas not owned by the County.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency

in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event 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.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

VII. Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

VIII. Intent of Contract Documents

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

IX. Investigation

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

X. Notice

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

The authorized representatives of the County shall be:

Jennifer Adams
1540 Miracle Strip Pkwy SE
Fort Walton Beach, FL 32548
Phone: 850-651-7131
Fax: 850-651-7149
Email: jadams@co.okaloosa.fl.us

The authorized representative for _____ 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.

XI. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

XII Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

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 contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, 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 contract, 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 contract, 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.

XIII. Audit

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 Contract and such right shall extend for a period of three (3) years after termination of this Contract.

XIV. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract 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.

XV. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. 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 Contract 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.

XVI. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract 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.

XVII. Independent Contractor

Contractor enters into this Contract 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, nor 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 Contract.

XIII. Third Party Beneficiaries

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

XIX. Indemnification and Hold Harmless

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

XX. Representation of Authority to Contractor/Signatory

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

XXI. Subcontracting

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XXII. Insurance

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 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 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.

WATERCRAFT LIABILITY INSURANCE

3. The Contractor shall carry other Watercraft Liability insurance against all other Bodily Injury, Property Damage exposures.
4. 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. Contractor shall agree to keep in continuous force Watercraft 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>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each occurrence (A combined single limit)
3. Watercraft Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations

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 to the County. 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. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the 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.

XXIII. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges 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 in accordance with this Agreement. 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 the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

XXIV. 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.

XXV. Supervision and Superintendents

Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Design Professional except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

XXVI. Protection of Work

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

C. Contractor shall not disturb any benchmark established by the Design Professional with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Design Professional's benchmarks, Contractor shall immediately notify the County and Design Professional. The Design Professional shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

XXVII. Emergencies

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or Design Professional is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

XXIII. Tests and Inspections

A. The County, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Design Professional with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Design Professional and the County.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Design Professional, such work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Design Professional timely notice of Contractor's intention to cover the same and Design Professional has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Design Professional, such Work must, if requested by Design Professional, be uncovered for Design Professional's observation and be replaced at Contractor's sole expense.

D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

E. Neither observations nor other actions by the Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

Company

OKALOOSA COUNTY, FLORIDA

Printed Name/Title

Graham W. Fountain
Chairman

Signature

Date:

Date:

ATTEST:

J.D. Peacock, II, Clerk

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:

7. **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.
8. **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.
9. **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.
10. **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.
11. **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.

12. 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.

- (6) 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.)

(7) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of

- a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(8) 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.

(9) 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)
- (10) 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-

- (d) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (e) 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
- (f) 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-

- (4) 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;
- (5) Has a value of more than \$3,500; and
- (6) Includes work performed in the United States.

**TECHNICAL SPECIFICATIONS FOR THE
OKALOOSA COUNTY NRDA ARTIFICIAL REEF CONSTRUCTION PROJECT
(FWC GRANT AGREEMENT NO. 15155)**

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 SCOPE OF WORK

- A. Okaloosa County proposes to create a nearshore artificial reef network consisting of numerous individual patch reefs within seven permitted reef areas (i.e. Fish Havens). The Construction Drawings show the proposed overall reef areas and patch reef locations, as well as existing potential natural resources and existing/historic artificial reefs that must be avoided. A varying number of modules and module types shall be deployed in the proposed patch reef areas. Modules deployed in each patch reef area shall consist only of approved Module Types A, B, and C as described in these specifications (See Part 7 – Artificial Reef Materials). Notably, the County may select a single or multiple contractor(s) to install the specific Type A, B, and C modules; as such, deployment of individual reef modules may require coordination between one or more contractors to avoid scheduling and deployment conflicts. The respective contractor(s) shall place the required number of various modules within the designated patch reefs as depicted in the Construction Drawings to provide the greatest number of completed patch reefs. The total number and configuration of prefabricated modules will be based on the proposer providing the greatest value project as determined by the County's evaluation criteria. Module deployment shall achieve the location, relative spacing, and configuration as provided in the Final Construction drawings produced following contract award(s).
- B. The prefabricated materials used to construct the patch reefs shall consist of clean, durable concrete and/or steel. The project requires manufacturing the proposed reef modules, transport to the proposed deployment area (e.g., transporting the proposed modules to a waterside loading area, transferring the modules to an appropriate offshore conveyance [e.g. barge], and offshore transport), and deployment within the specified artificial reef site in the orientation 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. Plans/Construction Plans: Any drawings as specified in the Contract Documents. The term "Plans" is synonymous with the term "Construction Plans" and the term "Construction Drawings" or "Drawings".
- C. Artificial Reef Materials: For the purposes of this project, the term "artificial reef material" or "reef material" refers to clean prefabricated modules consisting of clean concrete and/or heavy-gauge steel, which shall be reviewed and accepted by the Owner, Engineer, and/or the Florida Fish and Wildlife Conservation Commission (FWC) prior to deployment. Contractor proposed reef materials may vary in size and weight in accordance with these Specifications and Contract Documents.
- D. Prefabricated Modules: Structures specifically designed and built for use as artificial reefs and which meet the environmental safety, durability, and stability requirements of F.A.C. Rule Chapter 68E-9 as well as provide complexity and texture which are suitable as habitat for fishes and for colonization by encrusting marine organisms. For the purposes of this project, the term "prefabricated module" or "reef module" refers to prefabricated modules meeting the three general classifications (i.e. types) defined below. See also Part 7 – Artificial Reef Materials for additional reef module details.
1. Module Type A – Small Tetrahedron: A concrete-walled structure with three or more sides with a minimum vertical height of 6 ft, maximum vertical height of 8 ft, minimum weight of 2.5 tons, and maximum weight of 10 tons. Denoted in the construction drawings as Module "T".
 2. Module Type B – Large Tetrahedron: A concrete-walled structure with three or more sides with a minimum vertical height of 15 ft, maximum vertical height of 18 ft and maximum weight of 18 tons. Denoted in the construction drawings as Module "LT".
 3. Module Type C – Ledge and Disk Reef: A concrete box-shape structure with one or more sides open (minimum opening of 24 inches by 36 inches) providing a horizontal ledge or crevices, supporting a piling or pedestal-mounted or fixed module attached above, or similar design. Minimum vertical height of 6 ft. Denoted in the construction drawings as Module Type "LD".
- All structures shall be designed to prevent entrapment of marine life, including sea turtles, as required by regulatory authorizations and FWC grant requirements.
- E. 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.
- F. 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.
- G. Artificial Reef Area: An area of seafloor for which the County holds a permit to place artificial reef materials. An Artificial Reef Area is typically referred to on the regulatory authorizations and NOAA nautical charts as a "Fish Haven." An artificial reef area typically contains numerous individual artificial reef sites, patch reefs, or deployments. Areas of exclusion include the 50-ft deployment buffer (i.e. offset from the permitted limits), potential resource areas as identified on the construction drawings, and any other areas described by the regulatory authorizations, NOAA nautical charts or contract documents. Specific coordinates of the reef area boundaries, buffer boundaries, and potential resources are provided within the Construction Drawings.

- H. Artificial Reef Site: A region within a permitted artificial reef area where approved materials are deployed. An artificial reef site is typically referred to as a deployment site or "patch" reef. Numerous artificial reef sites typically occur within a permitted artificial reef area. For the purpose of this project, the artificial reef area contains numerous artificial reef sites (i.e. patch reef areas) that are typically 200-ft by 200-ft generally spaced at approximately 400 ft. The Contractor shall install a varying number of modules and module types within the proposed reef sites as shown in the Construction Drawings. Specific coordinates of the reef site boundaries and proposed reef modules are provided within the Construction Drawings.
- I. 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, or seagrasses.
- J. Owner: The owner for this project is the Okaloosa County Board of County Commissioners. The term "County" is synonymous with the term Owner.
- K. 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 of 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 defines all 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 Plan: As part of the bid package, the Contractor shall submit to the Owner and Engineer a detailed Deployment Plan for the artificial reef construction project. The plan shall include a detailed

construction schedule (including all work from manufacturing through final deployment and demobilization); description of manufacturing processes; staging areas; a list of all work force and equipment (for 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 prefabricated module manufacturing and artificial reef deployment and include a list of similar artificial reef deployments within the last 5 years. The Contractor shall also provide with the Deployment Plan documentation of any additional required permits, licenses, authorizations, etc. that may be required for reef material 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, staging, module 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. Artificial Reef Cargo Manifest: The Contractor shall submit the required *Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification Form* to the Owner, Engineer, and all required parties (e.g., U.S. Army Corps of Engineers (USACE), FWC, etc.) at least 14 days prior to material transport or deployment as required by the regulatory permits (See Section 8 and Appendix A).
- J. Notice of Completion: The Contractor shall notify the Engineer at least 7 days before the scheduled completion.
- K. Post-Deployment Placement Report and As-Built Drawing: The Contractor shall submit the required *Florida Artificial Reef Materials Placement Report and Post-Deployment Notification Form* to the Owner, Engineer, and all required parties (e.g., U.S. Army Corps of Engineers (USACE), FWC, etc.) within 7 days of completing the individual reef site deployments. The Contractor shall also provide a certification letter and as-built drawings of the constructed artificial reef site in accordance with Section 8 and regulatory permits (Appendix A).

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 15th Street, Mobile, AL 36615 or by phone at 251-441-5684 to determine if a Notice to Mariners or other Notice is required for the proposed work.

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

The Contractor shall notify the Engineer at least 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 drawings of the constructed artificial reef site documenting the precise location of the reef units within 7 days following completion of deployment of the reef material. The Post-Deployment Notification and Certifications shall be in accordance with Section 8.

3. Additional Notifications

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

C. Work

The Contractor shall manufacture, load, and transport artificial reef materials accepted by the Owner, Engineer, and FWC to a waterside loading area proposed by the Contractor, load the material on suitable offshore conveyance(s), and deploy the materials within the permitted reef area at the deployment 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 artificial reef materials or any related work components. The Owner and Engineer reserve the right to suspend the work at any time when the location, layout, or equipment utilized

by the Contractor is not sufficient to perform the work. The Contractor shall 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 manufacturer clean artificial reef modules meeting the requirements of these contract documents. The proposed manufacturing yard shall be operated in a manner such that artificial reef materials 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, FWC, USACE, U.S. Coast Guard or any other required regulatory agency to conduct material inspections and review/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/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 reef materials to an adequate and authorized offshore conveyance or deployment vessel. The proposed loading area shall be operated in a manner such that artificial reef materials 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 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 accepted artificial reef material in a continuous, uniform and efficient manner. The Contractor shall maintain all work areas in a neat and orderly fashion.

PART 3 - PERMITS, LICENSES, CERTIFICATIONS, AND APPROVALS

3.1 Regulatory Authorizations

- A. The proposed artificial reef deployment areas are permitted to Okaloosa County by the Florida Department of Environmental Protection (FDEP) and U.S. Department of the Army (DOA), Corps of Engineers (USACE). The table below documents the existing permit numbers and expiration dates. The FDEP and DOA permits and permit drawings are provided in Appendix A. As shown in the Drawings, the proposed artificial reef(s) shall be constructed within the permitted reef area defined in these authorizations and shall remain a minimum distance from the artificial reef site boundary. Additional construction detail is provided in the Construction Drawings and in Section 8 below. Notably, the County is currently pursuing FDEP authorizations/extensions for Fish Havens 17 – 19 and anticipates the updated FDEP authorizations to be granted prior to construction.

Reef Area	FDEP Permit Number	FDEP Expires	USACE Permit Number	USACE Expires	Authorized Minimum Depth
Fish Haven 13	0309090-004-EG	6/6/2022	SAJ-2011-03485 (SP-SWA)	4/14/2024	-33 ft-MLLW
Fish Haven 14	0309090-005-EG	7/28/2022	SAJ-2013-02668 (SP-SWA)	4/14/2024	-38 ft-MLLW
Fish Haven 15	0315101-002-EG	7/28/2022	SAJ-2012-03221 (SP-SWA)	4/14/2024	-38 ft-MLLW
Fish Haven 16	0315102-002-EG	7/28/2022	SAJ-2012-03222 (SP-SWA)	4/14/2024	-38 ft-MLLW
Fish Haven 17	46-0323466-001-EG	1/24/2019	SAJ-2014-00103 (SP-SWA)	6/7/2027	-43 ft-MLLW
Fish Haven 18	46-0323474-001-EG	1/27/2019	SAJ-2014-00103 (SP-SWA)	6/7/2027	-38 ft-MLLW
Fish Haven 19	46-0323475-001-EG	1/24/2019	SAJ-2014-00103 (SP-SWA)	6/7/2027	-31 ft-MLLW

3.2 Compliance

- A. The Contractor is responsible for obtaining all environmental, building and related permits not supplied by the Owner, obtaining access and use agreements for work areas not owned by the Owner or 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.

PART 4 - ENVIRONMENTAL PROTECTION

4.1 GENERAL

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

4.2 PERMITS AND AUTHORIZATIONS

The Contractor shall comply with all environmental permits and authorizations obtained by the Contractor or the Owner. Specifically, the Contractor is responsible for complying with all threatened and endangered species protection requirements and all other environmental protection requirements specified in the FDEP and DOA permits listed in Section 3 above, and all documents referenced in these permits (a copy of the FDEP and DOA permits 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, gulf sturgeon) in the waters adjacent to the project area, the need to avoid collisions with these protected species, and specific regulatory measures to protect these species. The Contractor and all personnel shall follow all species protection measures required by regulatory authorizations (e.g., Sea Turtle and Smalltooth Sawfish Construction Conditions, Standard Manatee Conditions for In-Water Work, and Vessel Strike Avoidance Measures and Reporting for Mariners). All construction personnel will be advised that there are civil and criminal penalties for harming, harassing, or killing marine species that are protected under the Endangered Species Act of 1973. The Contractor will be held responsible for any protected, threatened or endangered species harmed, harassed, or killed as a result of construction activities.

Any collisions with a sea turtle, manatee, 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 REEF MATERIAL PROTECTION

The Owner, Engineer, and FWC shall review the Contractor's proposed reef material for regulatory authorization compliance and must confirm that the material is suitable for artificial reef deployment prior to material transport or deployment. The Contractor shall be responsible for ensuring the reef material remains suitable for deployment throughout the handling, loading and transport process. The Contractor shall ensure the materials remain free of soils, oils and greases, debris, litter, putrescible substances, and other pollutants as required by regulatory authorizations. Should the materials become contaminated 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 units.

4.8 PROTECTION OF ENVIRONMENTAL RESOURCES

A. General

It is intended that the land and water resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in the present condition or be restored, after completion of construction, to a 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 artificial and natural reefs, seagrasses, and marsh habitat within Pensacola Bay, Choctawhatchee Bay, the Gulf of Mexico and connected waterbodies. Construction shall be limited to daylight hours only. Care shall be taken to avoid impacts to reefs, oysters, seagrasses, marsh, and any other resources or habitat

in shallow marine or estuarine waters. The Contractor shall not impact or disturb any potential resources depicted in the Construction Drawings during construction activities (e.g. anchoring, spudding, module placement, 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. Oil Spill Prevention

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

Section 13 of the River and Harbor Act of 1899 prohibits any pumping or discharging of bilge water containing oil or any other pollutants into navigable waters or into areas which would permit the flow of oil or other pollutants into such waters. Violation of this prohibition is subject to penalties provided under the referenced Act.

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

F. Turbidity

The Contractor shall use whatever special equipment or methodology necessary to load the reef materials on the offshore conveyance and place the materials at the proposed artificial reef site(s) in a manner to avoid picking up, 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 accordance with FDEP and DOA permits requiring that all artificial reef construction shall commence in a manner to minimize turbidity and shall conform to all water quality standards as prescribed by Chapter 62-302, Florida Administrative Code and as required by approved permits. If the Contractor violates any condition of any Permit or work is stopped by any public entity, any additional costs incurred by the Contractor, including any fines, shall be paid by the Contractor at no additional cost to the Owner.

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.

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, environmental protection, equipment, verification of the barge position, and any other methods the Contractor proposes to assure the quality of their work. These methods shall also be used for any and all work that will be performed by subcontractor(s).
- D. Reporting: Reporting requirements shall be 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 surveys for all barge loads from the first day of mobilization through the last day of work, including site

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

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

PART 6 - SAFETY AND CONFLICTS

6.1 GENERAL

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

6.2 SAFETY CERTIFICATION LETTER

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

6.3 SAFETY

- A. The Contractor shall 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 FDOT REGULATIONS

- A. All trucks and upland hauling equipment utilized by the Contractor, as well as the personnel operating the equipment, shall be approved by the Florida Department of Transportation as well as any other applicable regulatory authority, and proper licenses, certifications, and/or authorizations shall be maintained with the 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 artificial reef materials offshore (barges, tugs, support vessels, cranes, etc.) shall be in compliance with U.S. Coast Guard standards and any other applicable State or Federal regulations for safe offshore transport. All vessels and personnel shall be U.S. Coast Guard certified, and all ocean-going vessels (tugs, barges, etc.) shall be ABS certified

(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.

PART 7 - ARTIFICIAL REEF MATERIALS

7.1 GENERAL

All materials proposed for artificial reef deployment shall consist of clean, engineered pre-fabricated modules consisting of concrete and/or heavy-gauge steel with dimensions and physical characteristics described within these Technical Specifications and Contract Documents. Per the regulatory authorizations, the materials shall be free of soils, oils and greases, debris, litter, putrescible substances, and other pollutants. The materials shall be of sufficient weight to remain stable and withstand 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, Engineer, and/or FWC.

7.2 AUTHORIZED REEF MATERIALS

- A. Contractor shall propose engineered prefabricated units (e.g. modules) that meet the requirements of the FDEP and DOA regulatory authorizations, the FWC grant requirements, and Chapter 62-330.600 of the Florida Administrative Code. This shall include the specified module designs and washing concrete to remove any loose dirt or debris and any other work necessary to ensure the material meets regulatory authorization requirements and inspection by the Owner, Engineer, regulatory agencies or their commenting agencies (e.g. U.S. Coast Guard, FWC, NOAA, etc.).
- B. The Owner, Engineer, and FWC shall inspect and review the proposed reef materials for regulatory authorization compliance and confirm the Contractor's proposed material is suitable for artificial reef deployment. The Contractor shall be responsible for ensuring the reef material remains suitable for deployment throughout the handling, loading and transport process. The Contractor shall ensure the materials remain free of soils, oils and greases, debris, litter, putrescible substances and other pollutants as required by regulatory authorizations. Should the materials become contaminated 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.
- C. All artificial reef materials shall be clean and free from asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free-floating material or other deleterious substances.
- D. Concrete units must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi) and cured for at least 14 days prior to deployment. Units shall have roughened concrete surfaces and embedded limestone rock and/or shell for increased surface area and roughness to enhance marine organism colonization.
- E. Prefabricated concrete units 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 forcings).
- F. Steel products utilized as concrete reinforcement or as part of the module structure must have thickness of ¼ inch or greater. No steel products (rebar, wire, or metal casing) shall be allowed to protrude from the module surface to prevent line entanglement and safety hazards to divers. Large diameter rebar, with both ends encased in concrete, or eye bolts utilized as lifting lugs are acceptable.
- G. Modules shall be sufficiently massive to self-anchor on the bottom and remain stable to withstand the anticipated coastal conditions of the reef area (e.g., wave and current loadings).
- H. Unit design shall incorporate design measures to reduce potential settling and scour (e.g. wider base footprint, scour apron, solid base, etc.).

- I. Units must be capable of being lowered to the seafloor in an upright, vertical position via embedded lifting lug or similar apparatus. The lowering cable-to-unit connection must be remotely detached and returned to the surface once the module is placed on the sea floor. All equipment (lifting lines, straps, shackles, hooks, ties, ropes, etc.) must be entirely removed from the placed unit following construction.
- J. Prior to deployment, the Contractor shall mark each module with a unique alpha-numeric identifier. The unique identifier will be used for tracking purposes during deployment operations and during post-deployment surveys and monitoring activities.
- K. The reef units must be designed to prevent safety hazards to divers, potential snags by fishing gear and entrapment of marine life, including sea turtles.
- L. The Contractor is not permitted to load or deploy any materials until reviewed and authorized by the Owner, Engineer, and/or FWC. The Contractor shall not deploy any materials not listed on the materials inventory without authorization from the Owner and Engineer.
- M. There shall be no "white goods" (inoperative or discarded refrigerators, freezers, ranges, water heaters, washers and other similar domestic or commercial appliances), asphalt materials, tires, or other polluting materials used in construction of the reef.

7.3 REQUIRED MODULE CHARACTERISTICS

The Contractor shall only propose engineered, prefabricated modules meeting the requirements below. The Contractor shall furnish the Owner, Engineer, and FWC with typical dimensions and a certified weight for each of the proposed modules.

Each proposed module must have the following characteristics:

- A. Module Type A: Small Tetrahedron
 - 1. Hollow, concrete walled structure with three or more sides.
 - 2. Certified weight sufficient for the unit to remain stable following deployment. The certified weight of each proposed unit shall be a minimum of 5,000 lbs (2.5 tons) and not exceed 20,000 lbs (10 tons).
 - 3. Height between 6 ft. (minimum) and 8 ft. (maximum)
 - 4. Each unit must have a solid bottom or the top of each structure must have an opening greater than 36 inches in diameter to avoid sea turtle entrapment.
- B. Module Type B: Large Tetrahedron
 - 1. Hollow, concrete walled structure with three or more sides.
 - 2. Certified weight sufficient for the unit to remain stable following deployment. The certified weight of each proposed unit shall not exceed 36,000 lbs (18 tons).
 - 3. Height between 15 ft. (minimum) and 18 ft. (maximum).
 - 4. Each unit must have a solid bottom or the top of each structure must have an opening greater than 36 inches in diameter to avoid sea turtle entrapment.
- C. Module Type C: Ledge and Disk Reef
 - 1. Hollow base concrete structure with at least one side open providing a horizontal ledge or crevice. Opening must be at least 36 inches wide by 24 inches high.

2. Attached to the top of the base structure shall be a vertical reef unit comprised of multiple rock and/or concrete layers set on a non-leaching pile or pedestal, or a hollow reef structure that provides additional horizontal ledges or crevices. The vertical reef component shall meet the following characteristics:
 - a. The width or diameter of each rock/concrete ledge (or disk) shall be 4 to 6 feet (minimum 4 feet)
 - b. At least 4 inches of clear spacing between ledges, but no greater than 8 inches of clear distance.
 - c. Minimum of 3 ledges or discs
3. Certified weight sufficient for the unit to remain stable following deployment. The certified weight of each proposed unit shall not exceed 8,000 lbs (4 tons).
4. Height between 6 ft. (minimum) and 8 ft. (maximum)

7.4 MATERIAL COMPOSITON

Each proposed unit shall be comprised of concrete and heavy gauge steel and shall include embedded stone, shell, or other surface treatments to increase surface roughness. Steel products utilized as concrete reinforcement or as part of the module structure must have thickness of ¼ inch or greater. Concrete must be marine-grade with a strength of 4,000 pounds per square inch and cured for at least 14 days prior to deployment. Alternative concrete reinforcing techniques (e.g. fiberglass reinforcing) may also be proposed.

7.5 LIABILITY & RESPONSIBILITY FOR REEF MATERIALS

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

PART 8 - ARTIFICIAL REEF CONSTRUCTION

8.1 DEPLOYMENT PLAN

- A. The Contractor shall prepare a deployment plan for the artificial reef construction project. Within ten (10) calendar days of the Notice of Award, the Contractor will submit the Deployment Plan for review and acceptance by the Owner and Engineer. The plan shall include the construction schedule (including all work from module manufacturing through deployment and site demobilization); manufacturing methods; proposed work/staging areas; a list of all work force and equipment required for handling, transport, and deployment operations; deployment methodology describing how the materials will be loaded, transported and deployed; and the qualifications of supervisor(s). The qualifications shall provide a detailed description of the Contractor's experience, including a list of similar artificial reef deployments within the last 5 years, and understanding of artificial reef deployments. The Contractor's qualifications shall also reference specific experience with artificial reef manufacturing and construction (including loading, transport, and offshore deployment) utilizing engineered, prefabricated artificial reef units. 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, and deployment). The Contractor shall provide a statement clearly indicating all equipment utilized for the project is properly licensed, certified, approved, and insured in accordance with local, State and Federal law and is sufficient for performing the proposed work within the project schedule and budget.

4. Proposed Construction Methodology including a description of proposed methods for reef unit manufacturing, material hauling and staging, waterside loading, offshore deployment of materials at the reef site (including pre-deployment inspections, anchoring plan, buoy markers, communications, production rates/haul capacity, etc.) and any required staging and/or loading site restoration.
5. Proposed Construction Methodology to achieve the module configuration depicted on the Construction Drawings. The plan shall include details regarding the placement and schedule for each module type, referencing the alphanumeric identifiers on each module.
6. Module type and exact quantity of reef units (modules) proposed for artificial reef deployment, module dimensions, individual reef unit weight(s) (lbs), and a total weight of the proposed deployment (tons).
7. Subcontractor list.

8.2 PRE-DEPLOYMENT NOTIFICATION

- A. The Contractor shall prepare and submit the required Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification Form to the required regulatory agencies, the Owner, and Engineer at least 14 days prior to material loading or transport as required by the regulatory authorizations (Appendix A). 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, 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, FWC or their designee(s) to conduct on-site inspections of all phases of this artificial reef project before, during, and after the deployment. The Contractor shall document the concrete material on the barge via written reports and photographs immediately prior to departing, or at the deployment site immediately before deployment.

8.3 LOADING & TRANSPORTATION

- A. The Contractor shall provide all supervision, labor, and equipment necessary for loading reef construction materials from the 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 reef construction site, and precise placement of the material to create artificial reefs. The Contractor shall maintain any and all necessary permits, licenses, and authorizations for transporting the materials from the existing staging area to the waterside loading area and to the offshore artificial reef site.
- B. The Contractor assumes all liability, risk of loss and responsibility for the safe handling, transportation, and storage of all artificial reef materials. The Contractor shall only load or transport materials that have been observed and accepted by the Owner, Engineer, and FWC. 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 (clean materials, module types, etc.).
- 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 staging and loading as required to deploy the artificial reef units in the configuration proposed by the Contractor and accepted by the Engineer.
- 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 material 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 material 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. Reef material loaded onto the upland and offshore transporting equipment (trucks, trailers, vessels, etc.) must be properly secured in compliance with the Florida Department of Transportation, U.S. Coast Guard, and any other applicable regulatory agency standards and regulations to allow for safe transport to the artificial reef construction site. The Contractor shall be responsible for removing any materials accidentally dropped along upland or offshore transport routes or accidentally dropped or deployed in State Waters outside of the proposed deployment site. The Contractor will not be reimbursed for any materials dropped or deployed outside of the proposed reef site 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 the FWC Artificial Reef Cargo Manifest and Pre-Deployment Notification Form (included within the DOA permit authorization) for each offshore deployment and submit the document(s) to the required regulatory agencies, the Owner, and Engineer a minimum of 14 days prior to offshore deployment. By signing the Pre-Deployment notification, the Contractor certifies that all materials are free from asphalt, petroleum, other hydrocarbons and toxic residues. The Cargo Manifest Form and copies of all regulatory authorizations shall be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 370.25, Florida Statutes.
- K. The Contractor shall quantify the number of reef units by module type and estimate the tonnage of reef material on the barge for each deployment prior to departing the waterside staging area. The Contractor shall document the method for calculating the tonnage and, 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. During the loading of barges with artificial reef materials, the barge shall be sufficiently moored in protected waters approved for mooring/anchoring. The barges shall be made available to the Owner and Engineer while moored in protected waters to record the pre- or post-deployment waterline of the barge or inspect materials prior to deployment.

8.4 OFFSHORE TRANSPORT AND SUPPORT VESSELS

- A. All offshore work vessels (e.g., tug and/or transport vessel, support vessel(s), etc.) shall meet all U.S. Coast Guard certification and safety requirements, be ABS certified (if required), and be equipped with a working Differential Global Positioning System (DGPS) unit accurate within 1 meter and other marine electronics including a working VHF radio and depth sounder/fathometer accurate to within 1 ft. The GPS system shall be capable of producing location data in both geographic coordinates and State Plane Coordinates, North American Datum of 1983 (NAD83), Adjustment of 2007 (NSRS2007), Florida North Zone.
- B. The Contractor shall provide a support vessel, captain and sufficient crew to assist in the reef construction effort as necessary. The support vessel shall be used to place marker buoys at each artificial reef location as a reference for reef material placement. The marker buoys shall be placed, at a minimum, at the four corners and the centroid of the reef, unless otherwise accepted by the Owner or Engineer. The support vessel should be capable of accommodating its crew and three additional individuals — Owner representative(s), FWC staff, 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/fish-finder surveys of the constructed reef) 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 confirm all deployment operations.
- C. The support vessel shall be equipped with an electronic depth sounder accurate to within 1 ft. and a real-time Differential Global Positioning System (DGPS) accurate within 1 meter and capable of navigating to specific sites. The support vessel — accommodating the Owner representatives, FWC staff, and/or project sponsors — shall verify the position, maximum vertical relief and footprint of the reefs following construction as required by regulatory authorizations and these specifications. The verification shall occur following each load or partial load of material placed.
- 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, underwater cameras, 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 PRE-DEPLOYMENT BOTTOM SURVEY

The USACE regulatory authorization requires a bottom survey within one year prior to artificial reef material deployment. Appendix B provides the results of previously performed bottom investigations; SKC, LLC performed bottom surveys of Fish Havens 13–14 on February 28, 2012 and of Fish Havens 15–16 on January 21, 2013; Taylor Engineering performed bottom surveys of Fish Havens 17–19 on December 18, 2013. Techniques used in the bottom surveys included combinations of scuba, underwater videography, and fathometer scans of the permitted reef area(s). The surveys did not identify any areas of potential natural resources (i.e. hardbottom) or potential historic artificial reef sites within the reef areas beyond those shown in the Construction Drawings. However, it is the Contractor's responsibility to avoid impact any existing (documented or undocumented) resources and shall plan deployment operations (including bottom investigations) as necessary to ensure resources are avoided as required by the regulatory authorizations, specifications and contract documents.

To meet USACE permitting requirements, the Owner or their representative shall perform a second assessment of the bottom conditions prior to artificial reef deployment. The assessment shall be accomplished by diver surveys, submersible video camera, fathometer, depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection may occur at the time of deployment but no more than one year prior to deployment. The Owner and Engineer shall notify the Contractor immediately if submerged natural resources (e.g. existing reefs, hard bottom, corals, seagrass beds, etc.) are observed. The Contractor shall notify the Owner, Engineer, and USACE immediately if evidence of cultural/archeological resources, such as sunken vessels or ballast, or natural resources are found during construction operations.

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, and the Standard Manatee Conditions for in-water work throughout transport and deployment operations; these Construction Conditions shall also apply to the Gulf Sturgeon. 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 ARTIFICIAL REEF DEPLOYMENT

- A. The Contractor shall have on-site current NOAA nautical charts of the deployment area, with the overall reef areas and proposed individual patch reef areas (corner coordinates of the reef sites) as well as any adjacent natural reef areas indicated on the chart. The Contractor shall also be in possession of the individual deployment coordinates proposed for individual reef modules when on site.
- B. Effective and reliable communications shall exist at all times between Contractor personnel— including all vessel captains, mates and crew members assisting in the deployment — and with the on-site Owner observer. A marine radio channel shall be designated, used and monitored throughout the offshore transport and deployment operations. 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. Because of concerns about accurate placement of modules, deployment operations will only be initiated when sea height in the project area(s) is no greater than two to three feet as forecast by the NOAA weather service supporting Destin or Pensacola area waters out 20 nautical miles. Both the Owner and the Engineer have the authority to suspend reef deployment operations if positioning and other deployment objectives are not being met.
- D. During the deployment of the reef material, the transport/deployment vessel shall be sufficiently moored through spudding down, double anchoring (minimum), or otherwise be held securely in place with minimal movement (+/-10 feet) to ensure accurate placement of the reef materials on the bottom in the designed configuration. In certain situations, where spudding or anchoring is impossible due to depth or current conditions, the materials barge may be held in position by tug or other powered vessel for the deployment operation. In such cases, the Contractor will be in constant contact with the Owner or Engineer, the tug, and the barge crew via telephone and/or radio to verify the Contractor is meeting positioning requirements. The Owner or Engineer may require the Contractor to stop deployment at any time to reposition the barge if reef positioning requirements are not being met.
- E. Winds and currents may change offshore conditions rapidly. The deployment of materials may be stopped at any time, as often as required by the Owner or Engineer, to confirm correct placement of the materials by means deemed suitable by the Owner under the prevailing conditions.

- F. The Contractor shall program the exact latitude/longitude coordinates (provided in the Construction Drawings) of each individual reef module, as well as the overall artificial reef area, into the deployment vessel's GPS unit. GPS coordinate system for location data will be Geographic, National Geodetic Datum of 1983. Additionally, the Contractor shall record and maintain all placed module locations in the vessels GPS unit to ensure avoidance during subsequent deployment operations. The location of deployed units shall be in latitude/longitude coordinates as required within these specifications. Should the Owner select multiple Contractors, each contractor shall provide the record of placed modules 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 module records to additional Contractors to ensure avoidance during future module deployment.
- G. The Contractor's Project Manager shall oversee the temporary marking of the reef deployment location in advance of reef material deployment in order to ensure proper placement of the reef material. The Contractor's proposed plan for marking the reef site, spudding/anchoring the barge, and deploying the material must receive Owner or Engineer acceptance prior to commencement of offshore transport. The Contractor shall place a minimum of 4 temporary marker buoys, one at each of the artificial reef site's four corners (marking the overall deployment area). The markers shall be buoys 16 inches in diameter minimum – clearly visible to the transport vessel captain and sufficiently anchored to not drift during deployment activities and maintain reef location accurately. Precise GPS placement of marker buoys that do not shift position with time will also be required to ensure the reef is constructed as designed. The Owner's observer or Engineer may verify the location of these buoys prior to or throughout deployment operations. The Contractor may elect to use additional buoys for location or deployment control; however, any additional buoys shall be a separate color than the four required markers to easily distinguish the four corners of the overall reef area.
- H. Under no circumstances shall materials be placed in the water without the on-site Owner's or Engineer's acceptance of the reef area buoys and barge's moored position. The Contractor shall receive a verbal authorization from the Owner or Engineer prior to off-loading any materials and shall remain on-site until released by the Owner or Engineer. Precise positioning of the barge and reef module deployment is required in order to avoid any impacts to existing artificial or natural reef structures, and to ensure the reef is constructed in accordance with the Construction Drawings. Lowering of materials may be stopped at any time by the Owner or Engineer in order to make an inspection dive to check placement of the materials or to require repositioning of the barge due to other factors.
- I. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe offloading of materials.
- J. Material shall be deployed to provide a long-term and stable marine resource with increased habitat complexity. Materials shall only be deployed in the configuration as shown in the final Construction Drawings, which shall be transmitted to the Contractor following bid selection and determination of the total number of modules.
- K. Artificial reef units shall be lowered into place with a GPS-enabled crane or similar device to ensure accurate placement and to achieve the designed reef configuration. The centroid of the placed reef modules shall be within 15 – 20 feet of the proposed module location. Module placement greater than 20 feet from the proposed module location may be authorized by the Engineer or Owner if the location of preceding deployments or avoidance of potential resources requires deviation from the locations depicted in the Construction Drawings. The Contractor is not permitted to exceed the 20 ft buffer without prior approval from the Owner or Engineer. The Contractor is not permitted to push or indiscriminately dump the units off the barge.
- L. Lowering of multiple units at a time shall not occur unless specifically authorized by the Owner and Engineer. The Contractor may propose, for Owner and Engineer approval, to lower multiple units at once

only where the construction drawings propose identical modules within the allowable buffer distance (i.e. neither module will be further than 15 feet from the coordinate location described in the construction drawings). Lowering of multiple modules must be performed with a method that does not result in damage, overturning, or a position/orientation that compromises the stability of the unit(s). The Contractor may propose to lower two Type A Modules (Small Tetrahedron) at the same time; however, the modules must be separated by a steel frame structure (or similar device) or such that the modules rest against each other while being lowered as long as the method does not cause damage to the modules during lowering or placement on the bottom. The Contractor is not permitted to lower multiple Type B modules (Large Tetrahedron). The Contractor may propose to lower two Type C Modules (Ledge and Disk) at the same time; however, the modules must be separated by a steel frame (or similar device) that maintains a minimum 10-foot offset between modules. Modules lowered in multiple must have a mechanism to release both modules simultaneously to avoid dragging, overturning, leaning, or other potential damage to the modules. The Engineer and Owner reserves the right to suspend or cease lowering of multiple units if damage, overturning, or leaning of the units is observed or suspected.

- M. The Contractor shall utilize equipment and methods that ensure accurate, vertical module placement within the reef area and that does not result in damage, overturning, or a position/orientation that compromises the stability of the unit(s). Units that are leaning or overturned will not be accepted. Units placed greater than 20 feet from the proposed locations will not be accepted unless previously approved by the Engineer or Owner.
- N. The installation device or lowering cable-to-unit connection must be remotely detached and returned to the surface once the module is placed on the sea floor. All equipment (straps, rope, shackles, hooks, ties, etc.) must be entirely removed from the placed unit prior to final acceptance and contractor payment.
- O. The Contractor shall place units in a sequence that avoids potential impact to previously placed units. This sequence shall be described in the Contractor's Deployment Plan and reviewed by the Owner and Engineer.
- P. The Contractor shall record the precise location of each placed unit (as recorded by crane-mounted DGPS or similar device) to ensure subsequent deployments do not impact previously placed units. 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.
- Q. The existing, permitted artificial reef areas contain existing natural resources, including existing artificial reefs. The Contractor shall not impact or disturb any potential submerged resources depicted in the Construction Drawings or discovered, during construction related activities (e.g. anchoring, spudding, module placement, etc.). The Contractor shall not temporarily place any equipment, anchors, or materials within these areas. The Contractor shall record the location of any disturbance to these areas and report them immediately to the Engineer and Owner. 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.
- R. The Contractor shall document any deviations or variations from the Owner-accepted Deployment Plan.
- S. The minimum vertical clearance at Mean Lower Low Water above the highest point of the reef material shall not be less than the distance specified in the FDEP and DOA permits (see Section 3.1).
- T. Precise placement of all materials is critical to the success of the project and to ensure existing (i.e. previously placed) structures at the project site are not impacted. Visibility at the site may be limited and tidal currents can be strong, complicating construction. The Contractor shall provide any and all personnel and equipment and employ whatever methodology necessary and acceptable to the Owner and/or

Engineer to construct the reef, as required, in a safe and environmentally sound manner that meets the intent of the contract documents.

- U. 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 reef site in accordance with the Contract Documents.
- V. 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.

8.8 POST-DEPLOYMENT RECORDS

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

PART 9 - PROTECTION OF WORK

9.1 RISK OF LOSS

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

PART 10 - MEASUREMENT AND PAYMENT

10.1 MEASUREMENT AND PAYMENT

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

Payment shall be in accordance with the unit prices specified for the work and shall be based on the total number of artificial reef modules deployed in accordance with these Specifications and the Contract Documents. The Contractor may submit monthly partial payment requests upon completing artificial reef (module) construction at an individual reef site (e.g., Fish Haven 18, Patch Reef 1); however, the contractor may only invoice once a minimum of 25% of a total module quantity has been placed.

10.2 UNIT PRICE PAYMENT ITEMS

A. Line Item No. 1.0, "Artificial Reef Module 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 artificial reef materials within 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, "Artificial Reef Construction" shall also include all other items of cost required by these specifications for which a separate payment is not provided for herein.

Payment for CLIN 1.0 will be made only for authorized and accepted artificial reef materials placed within the proposed reef site(s). Payment quantities shall be determined by the Contractor and confirmed by the Owner immediately following deployment. No payment will be made for units 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 units that are placed in an orientation that compromises the stability and durability of the reef unit (e.g. overturned, leaning, not at the required elevations, etc.) or placed outside of the proposed orientation or maximum tolerances. No payment will be made for materials placed outside of the designated reef site 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 artificial reef modules 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 artificial reef (module) construction at an individual reef site(s) (e.g., Fish Haven Patch Reef Sites 1-4), acceptance of that reef site(s) by the Owner and Engineer, and placement of at least 25% of the total quantity for each individual module. 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 all material transported offshore was accurately placed within the designated reef area, at the specified module location, and at the proper elevation (e.g., providing proper clearance above the reef). The Contractor will be required to submit a certified placement report indicating the exact latitude and longitude coordinates of the artificial reef construction site(s) and deployed modules, accurate within 1 meter horizontal, and the reef height and water depth, verified utilizing a fathometer or depth sounder accurate to within 1 foot. The placement report shall also include information on the condition of the material at the time of deployment and shall include a statement verifying all material transported offshore was deployed within the proposed artificial reef site(s). The Contractor shall also include representative photographs of the material on the offshore conveyance prior to deployment and, if available, pictures and/or video of the material on the bottom. The Contractor shall attach to the report an as-built drawing that contains the approximate deployment configurations and the height of the material after placement. The report and drawings shall be limited to a few pages per deployment.

B. Options and Modification CLINS

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

C. Final Payment

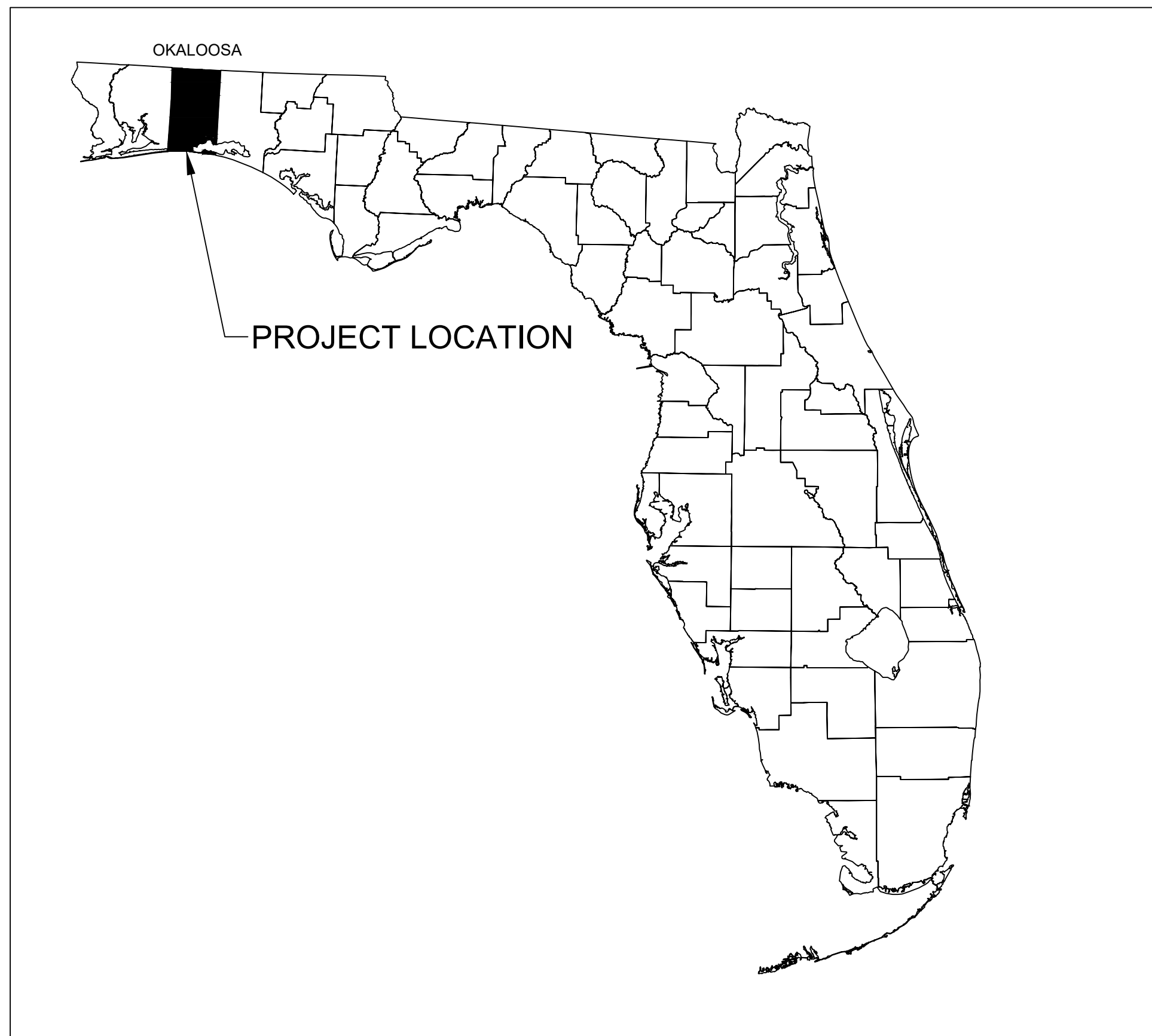
Contractor will only be eligible for final payment after all contracted reef modules have been placed within the proposed reef site and accepted by the Owner and Engineer. Upon written notice from Contractor that the Work is complete, the Owner and Engineer will observe the Work within five (5) days of the receipt of the written notice from the Contractor and, if required, will notify the Contractor in writing of all particulars in which the final inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

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

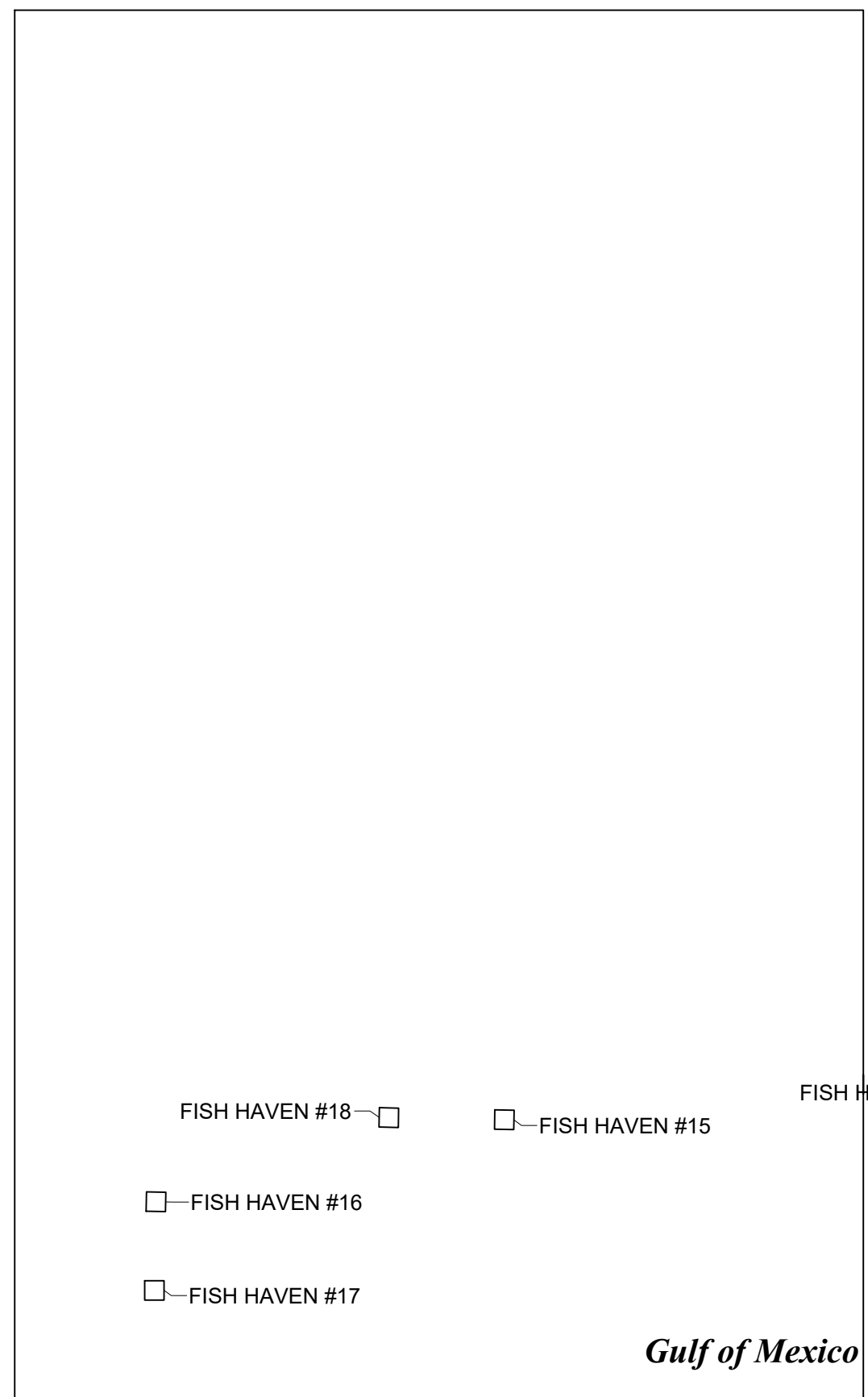
Following receipt of the final Application for Payment as described above, the Engineer will review the submitted information and, if acceptable, submit to the Owner a recommendation for final payment within seven days after receipt of the final Application for Payment. If the Engineer is not satisfied 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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- C-1 COVER SHEET
- C-2 NOTES AND NAUTICAL CHART OVERVIEW PLAN
- C-3 FISH HAVEN #13 REEF PLAN
- C-4 FISH HAVEN #14 REEF PLAN
- C-5 FISH HAVEN #15 REEF PLAN
- C-6 FISH HAVEN #16 REEF PLAN
- C-7 FISH HAVEN #17 REEF PLAN
- C-8 FISH HAVEN #18 REEF PLAN
- C-9 FISH HAVEN #19 REEF PLAN
- C-10 QUANTITIES AND RESOURCE LOCATIONS



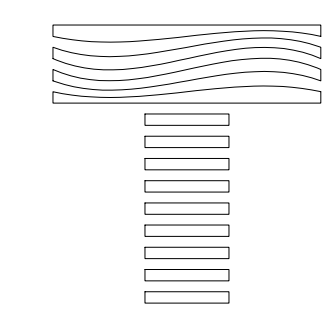
OWNER CONTACT INFO
 OKALOOSA BOARD OF COUNTY COMMISSIONERS
 1804 LEWIS TURNER BLVD, SUITE 100
 FT. WALTON BEACH, FL 32547
 (850) 651-7105

PROJECT CENTROID LOCATIONS
 OKALOOSA COUNTY, FLORIDA

- FISH HAVEN #13:
 LATITUDE: N30.3565
 LONGITUDE: W86.5479
- FISH HAVEN #14:
 LATITUDE: N30.3524
 LONGITUDE: W86.6146
- FISH HAVEN #15:
 LATITUDE: N30.3649
 LONGITUDE: W86.7062
- FISH HAVEN #16:
 LATITUDE: N30.3482
 LONGITUDE: W86.7812
- FISH HAVEN #17:
 LATITUDE: N30.3316
 LONGITUDE: W86.7812
- FISH HAVEN #18:
 LATITUDE: N30.3648
 LONGITUDE: W86.7312
- FISH HAVEN #19:
 LATITUDE: N30.3732
 LONGITUDE: W86.5979

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



PROJECT TITLE

APPENDIX A
REGULATORY AUTHORIZATIONS



Florida Department of Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Ryan E. Matthews
Interim Secretary

June 6, 2017

Okaloosa County Board of County Commissioners
% Jim Trifilio
1250 Eglin Parkway, Suite 100
Shalimar, Florida 32579
Jtrifilio@co.okaloosa.fl.us

File No. 0309090-004-EG, Okaloosa County

Dear Mr. Trifilio:

On May 22, 2017 we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) for the construction of an artificial reef ¼ by ¼ statute mile (40 acres) in State Waters within the Gulf of Mexico, Class III Florida Waterbody. The project is located approximately 1.9 Nautical miles South of the Eastern portion of Okaloosa Island and 2.4 Nautical miles Southwest of Destin Pass, with the central point Latitude 30°21'23.25" North, Longitude 86°32'52.07" West.

Your intent to use a general permit has been reviewed by Department staff for three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project did not qualify for the federal authorization; therefore, additional authorization must be obtained prior to commencement of the proposed activity. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact Douglas Sprague at the letterhead address, at (850) 595-0579 or Douglas.sprague@dep.state.fl.us .

1. Regulatory Review – Approved

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.600, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached), and the specific conditions of Rule 62-330.600, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a letter of consent under Section 253.77, Florida Statutes, to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

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

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, Florida Statutes and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review - Chapter 253 F.S., and Chapter 18-21, F.A.C. and Section 62-330.075, F.A.C. as required.

3. Federal Review – SPGP Not Approved

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

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

Additional Information

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

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

- (a) The name and address of each agency affected and each agency’s file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner’s representative, if any, which shall be the address for service purposes during the course of the proceeding;

and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;

- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

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

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Douglas Sprague
Environmental Specialist
Submerged Lands and Environmental
Resource Program
Northwest District

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this order and all attachments were sent electronically on the filing date below to the following listed persons:

Copies furnished to:

Stephen Andrews, U.S. Army Corps of Engineers, Stephen.w.andrews@usace.army.mil

Florida Fish & Wildlife Conservation Commission, Division of Marine Fisheries,

artificialreefdeployments@myfwc.com

Okaloosa County, mmartinez@co.okaloosa.fl.us jautrey@co.okaloosa.fl.us

sbitterman@co.okaloosa.fl.us psmith@okaloosapa.com

Matthew Trammell, AGENT, Taylor Engineering, Inc. Mtrammell@taylorengeering.com

Duncan Greer, Taylor Engineering, dgreer@taylorengeering.com

FILING AND ACKNOWLEDGMENT

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

Mandakini Patel
Clerk

June 6, 2017
Date

Enclosures:

Chapter. 62-330.600, F.A.C., 1 page.

General Conditions for All General Permits, Ch. 62-330.405, F.A.C., 3 pages.

Special Conditions Related to All Review and Authorizations, 1 page.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands, 1 page.

Project drawings, 3 pages.

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

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

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

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

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

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

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

(a) The permittee shall conduct a survey of the bottom of the waterbody on which the reef is to be built and shall submit the survey to the Agency with the notice required in Rule 62-330.402, F.A.C., demonstrating that the bottom does not have submerged grassbed communities, shellfish or other hardbottom communities, or corals;

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

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

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

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

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

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

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 403.814(1) FS. History—New 10-3-95, Formerly 62-341.600, Amended 10-1-13.

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under Chapter 373, F.S. These conditions do not apply to the general permit in Section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

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

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

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

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

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

(7) This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

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

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.

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

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of*

Environmental Protection and Florida Department of Transportation June 2007), available at www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual_6_07.pdf, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed within 72 hours after the work commences; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in a general permit, activities must not:

(a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;

(b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.; or

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

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at “Idle Speed/No Wake” at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

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

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands:

All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or 258, Part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S. or Chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

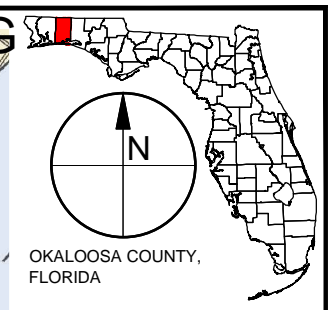
(g) Structures or activities shall not create a navigational hazard.

(h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

(8) Pursuant to Section 253.77(4), F.S., federal, state, or local agencies or political subdivisions, including ports and inland navigation districts, proposing to conduct an activity which qualifies for an exemption under Part IV of Chapter 373, F.S. or Section 403.813(1), F.S., shall be granted a letter of consent or public easement upon receipt of a request and a legal description of the affected land. However, such grant does not release the entity from compliance with other applicable provisions of Chapter 18-18, 18-20 or 18-21, F.A.C.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82, Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09.



G gravel
GK grass
W sand
H hard mud
M mud
Lvs oysters
Rk rock
S sand
Sb soft shells
Ss sticky

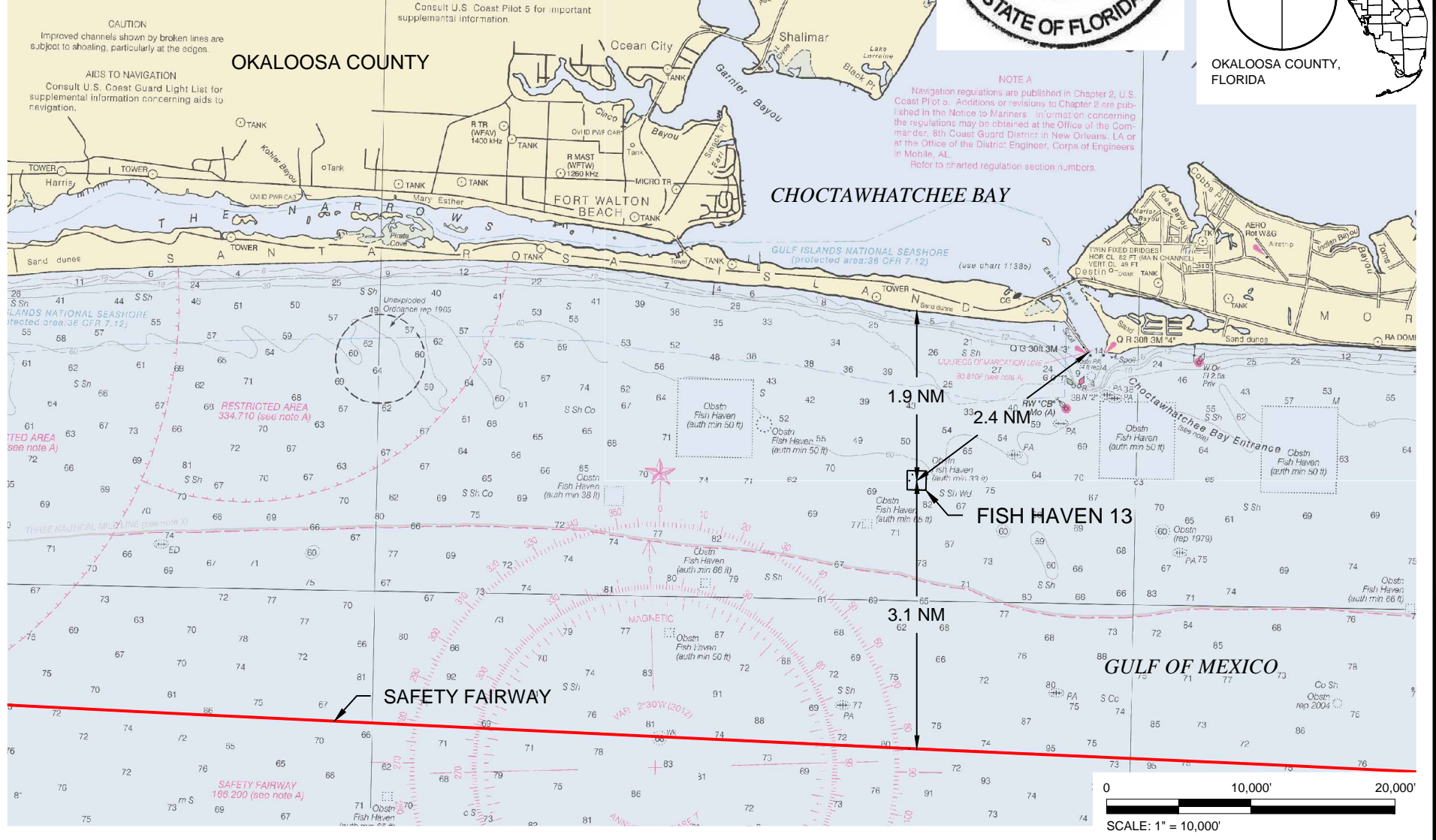
Obstr obstruction
PA position approximate
PD position doubtful
Rk reported
Sb soft shells
Ss sticky
Subm submerged

CAUTION
Improved channels shown by broken lines are subject to shoaling, particularly at the sumps.

AIDS TO NAVIGATION
Consult U.S. Coast Guard Light List for supplemental information concerning aids to navigation.

CHOCTAWHATCHEE BAY ENTRANCE
The buoys in Choctawhatchee Bay Entrance may be relocated due to changing conditions. Mariners should obtain local knowledge before entering the channel.

SUPPLEMENTAL INFORMATION
Consult U.S. Coast Pilot 5 for important supplemental information.



DUNCAN GREER - C:\USERS\DGREER\DESKTOP\FH-RE-AUTHORIZATIONS\FH-FIGURES.DWG 4/24/2017 4:24:14 PM

TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
FISH HAVEN 13
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FL

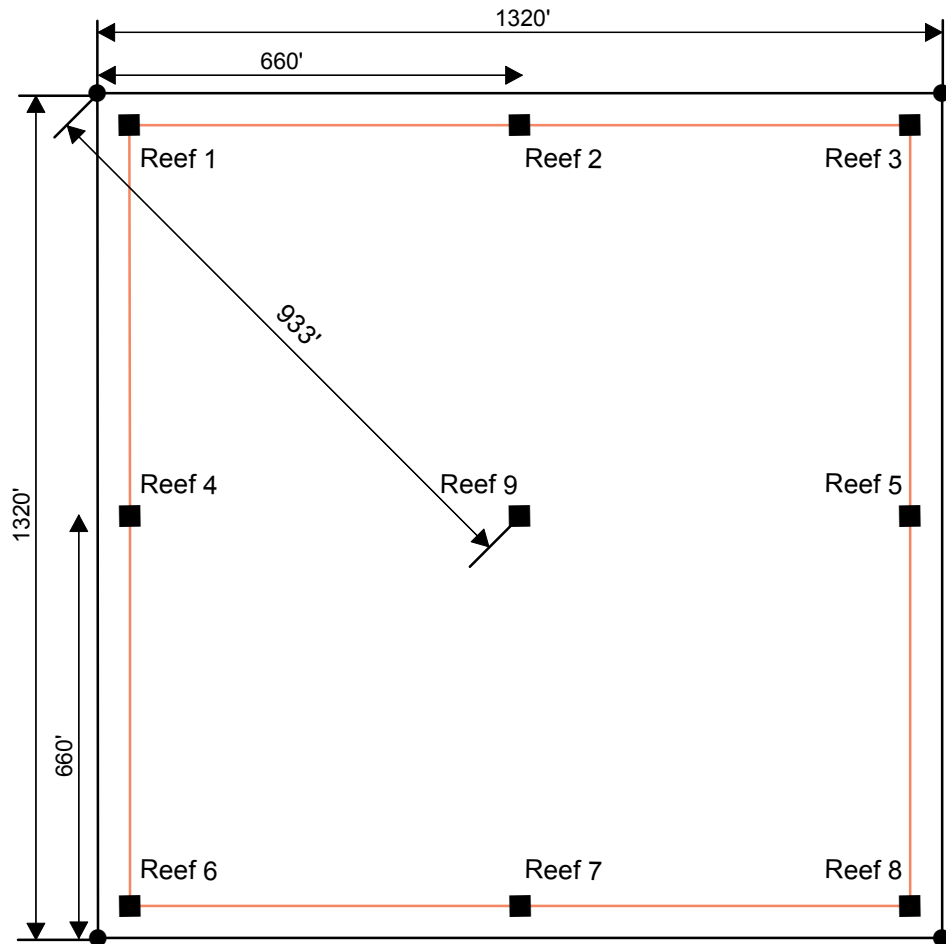
PROJECT	C2014-004
DRAWN BY	AF / DG
SHEET	1 of 3
DATE	APRIL 2017

SEAL

DRAFT

ENG _____ DATE _____

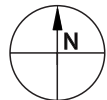
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



Legend

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

Fish Haven 13					
Name	Location	Latitude	Longitude	Latitude	Longitude
Fish Haven 13	Centroid	30° 21.391' N	86° 32.876' W	30.35651893	-86.5479256
Fish Haven 13	Northwest Corner	30° 21.500' N	86° 33.001' W	30.35833333	-86.55001793
Fish Haven 13	Northeast Corner	30° 21.500' N	86° 32.750' W	30.35833333	-86.54583333
Fish Haven 13	Southeast Corner	30° 21.282' N	86° 32.750' W	30.35470453	-86.54583331
Fish Haven 13	Southwest Corner	30° 21.282' N	86° 33.001' W	30.35470449	-86.55001791
Fish Haven 13	Reef 1	30° 21.492' N	86° 32.992' W	30.35819587	-86.54985939
Fish Haven 13	Reef 2	30° 21.492' N	86° 32.876' W	30.35819588	-86.54792563
Fish Haven 13	Reef 3	30° 21.492' N	86° 32.759' W	30.35819585	-86.54599186
Fish Haven 13	Reef 4	30° 21.391' N	86° 32.992' W	30.35651892	-86.54985939
Fish Haven 13	Reef 5	30° 21.391' N	86° 32.759' W	30.35651893	-86.54599184
Fish Haven 13	Reef 6	30° 21.291' N	86° 32.992' W	30.35484197	-86.54985938
Fish Haven 13	Reef 7	30° 21.291' N	86° 32.876' W	30.354842	-86.54792561
Fish Haven 13	Reef 8	30° 21.291' N	86° 32.759' W	30.35484201	-86.54599183
Fish Haven 13	Reef 9	30° 21.391' N	86° 32.876' W	30.35651893	-86.5479256



TAYLOR ENGINEERING INC.
 10151 DEERWOOD PARK BLVD.
 BLDG. 300, SUITE 300
 JACKSONVILLE, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
 FISH HAVEN 13
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

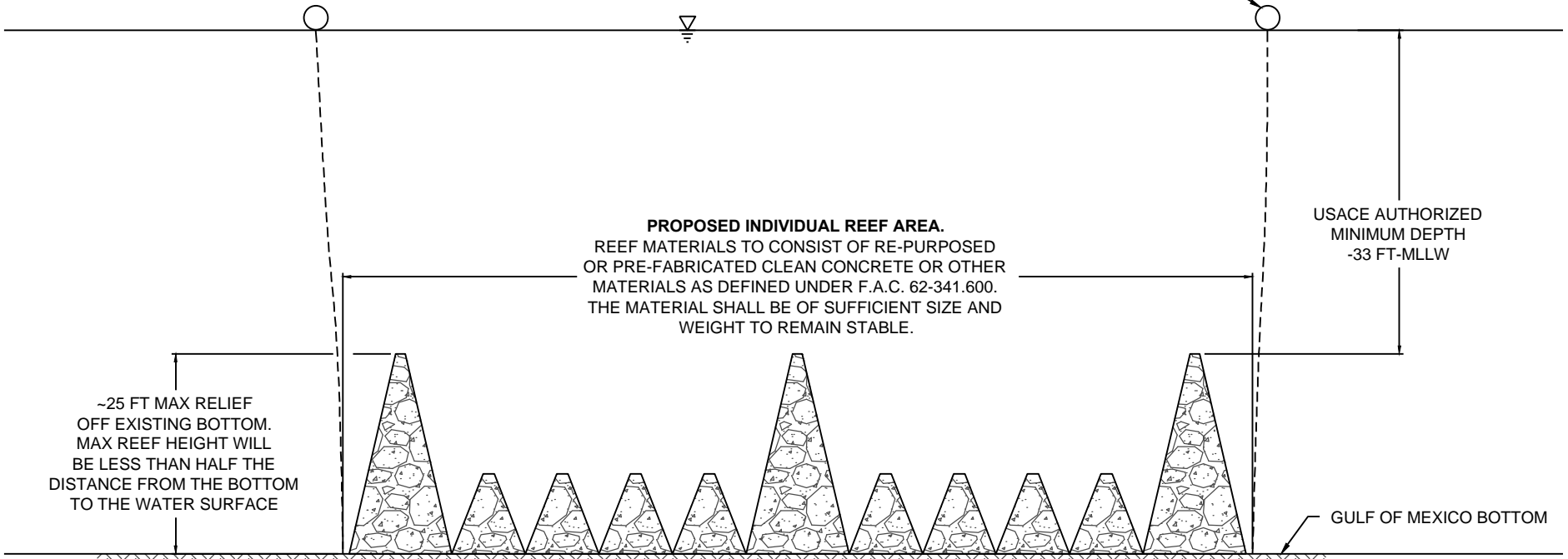
PROJECT	C2012-005	SEAL
DRAWN BY	RC	
SHEET	2 of 3	
DATE	JAN 2012	Matthew A. Trammell DATE



NOTES:

1. MARKER BUOYS WILL BE SECURED ALONG THE PERIMETER OF THE INDIVIDUAL REEF SITES PRIOR TO MATERIAL PLACEMENT TO DEFINE THE DROP AREA AND TO ENSURE ACCURATE PLACEMENT WITHIN THE APPROVED SITE.
2. QUALITY CONTROL DIVES SHALL BE PERFORMED AS NECESSARY TO ENSURE PROPER MATERIAL PLACEMENT AND RELIEF.

TEMPORARY CONSTRUCTION BUOY (TYP)



PROPOSED INDIVIDUAL REEF AREA.
 REEF MATERIALS TO CONSIST OF RE-PURPOSED OR PRE-FABRICATED CLEAN CONCRETE OR OTHER MATERIALS AS DEFINED UNDER F.A.C. 62-341.600. THE MATERIAL SHALL BE OF SUFFICIENT SIZE AND WEIGHT TO REMAIN STABLE.

USACE AUTHORIZED MINIMUM DEPTH -33 FT-MLLW

~25 FT MAX RELIEF OFF EXISTING BOTTOM. MAX REEF HEIGHT WILL BE LESS THAN HALF THE DISTANCE FROM THE BOTTOM TO THE WATER SURFACE

GULF OF MEXICO BOTTOM

TYPICAL REEF SECTION

NOT TO SCALE

DUNCAN GREEN C:\USERS\DOGREER\DESKTOP\FISH RE-AUTHORIZATIONS\DXG\FISH REEF DETAIL.DWG 4/24/2017 3:47:54 PM



TAYLOR ENGINEERING INC.

10151 DEERWOOD PARK BLVD.
 BLDG. 300, SUITE 300
 JACKSONVILLE, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
 FISH HAVEN 13
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FL

PROJECT	C2014-004
DRAWN BY	AF / DG
SHEET	3 of 3
DATE	APRIL 2017

SEAL	
ENG	
DATE	



Florida Department of Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

July 28, 2017

Okaloosa County Board of County Commissioners
% Jim Trifilio
1250 Eglin Parkway, Suite 100
Shalimar, Florida 32579
jtrifilio@co.okaloosa.fl.us

File No. 0309090-005-EG, Okaloosa County

Dear Mr. Trifilio:

On May 22, 2017 we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) for the construction of an artificial reef ¼ by ¼ statute mile (40 acres) in State Waters within the Gulf of Mexico, Class III Florida Waterbody. The project is located approximately 2.6 Nautical miles South 3rd Beach Park, Santa Rosa Boulevard of Santa Rosa Island and 5.7 Nautical miles Southwest of Destin Pass, with the central point Latitude 30°21'08.32" North, Longitude 86°32'52.47" West.

Your intent to use a general permit has been reviewed by Department staff for three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project did not qualify for the federal authorization; therefore, additional authorization must be obtained prior to commencement of the proposed activity. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact Douglas Sprague at the letterhead address, at (850) 595-0579 or Douglas.sprague@dep.state.fl.us .

1. Regulatory Review – Approved

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.600, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached), and the specific conditions of Rule 62-330.600, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a letter of consent under Section 253.77, Florida Statutes, to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

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

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, Florida Statutes and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review - Chapter 253 F.S., and Chapter 18-21, F.A.C. and Section 62-330.075, F.A.C. as required.

3. Federal Review – SPGP Not Approved

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

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

Additional Information

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

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

- (a) The name and address of each agency affected and each agency’s file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner’s representative, if any, which shall be the address for service purposes during the course of the proceeding;

and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;

- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

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

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Douglas Sprague
Environmental Specialist
Submerged Lands and Environmental
Resource Program
Northwest District

Copies furnished to:

Stephen Andrews, U.S. Army Corps of Engineers, Stephen.w.andrews@usace.army.mil
Florida Fish & Wildlife Conservation Commission, Division of Marine Fisheries,
artificialreefdeployments@myfwc.com

Okaloosa County, mmartinez@co.okaloosa.fl.us jautrey@co.okaloosa.fl.us
sbitterman@co.okaloosa.fl.us psmith@okaloosapa.com

Matthew Trammell, AGENT, Taylor Engineering, Inc. Mtrammell@taylorengeering.com
Duncan Greer, Taylor Engineering, dgreer@taylorengeering.com

Enclosures:

Chapter. 62-330.600, F.A.C., 1 page.

General Conditions for All General Permits, Ch. 62-330.405, F.A.C., 3 pages.

Special Conditions Related to All Review and Authorizations, 1 page.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands, 1 page.

Project drawings, 3 pages.

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this order and all attachments were sent electronically on the filing date below to the above listed persons:

FILING AND ACKNOWLEDGMENT

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

Mandakini Patel July 28, 2017
Clerk Date

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

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

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

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

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

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

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

(a) The permittee shall conduct a survey of the bottom of the waterbody on which the reef is to be built and shall submit the survey to the Agency with the notice required in Rule 62-330.402, F.A.C., demonstrating that the bottom does not have submerged grassbed communities, shellfish or other hardbottom communities, or corals;

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

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

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

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

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

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

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 403.814(1) FS. History—New 10-3-95, Formerly 62-341.600, Amended 10-1-13.

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under Chapter 373, F.S. These conditions do not apply to the general permit in Section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

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

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

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

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

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

(7) This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

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

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.

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

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, available at

File Name: Okaloosa County Board of County Commissioners – Fish Haven 14 Artificial Reef

FDEP File No.: 0309090-004-EG

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www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual_6_07.pdf, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed within 72 hours after the work commences; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in a general permit, activities must not:

- (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
- (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.; or

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

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at “Idle Speed/No Wake” at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

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

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands:

All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or 258, Part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S. or Chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

(g) Structures or activities shall not create a navigational hazard.

(h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

(8) Pursuant to Section 253.77(4), F.S., federal, state, or local agencies or political subdivisions, including ports and inland navigation districts, proposing to conduct an activity which qualifies for an exemption under Part IV of Chapter 373, F.S. or Section 403.813(1), F.S., shall be granted a letter of consent or public easement upon receipt of a request and a legal description of the affected land. However, such grant does not release the entity from compliance with other applicable provisions of Chapter 18-18, 18-20 or 18-21, F.A.C.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82, Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09.

G gravel
GK grass
W sand
H hard
M mud
Lvs oysters
Rk rock
S sand
so soft
Sh shells
sy sticky

ozd
doubtful
ok, obstruction, or shall swept clear to the depth indicated at lower and uncover, with heights in feet above datum of soundings.

PD position doubtful
Rco reported
Subm submerged

International Regulations for Preventing Collisions at Sea, 1972
International Rules are shown thus: ---

CHOCTAWHATCHEE BAY ENTRANCE
The buoys in Choctawhatchee Bay Entrance may be relocated due to changing conditions. Mariners should obtain local knowledge before entering the channel.

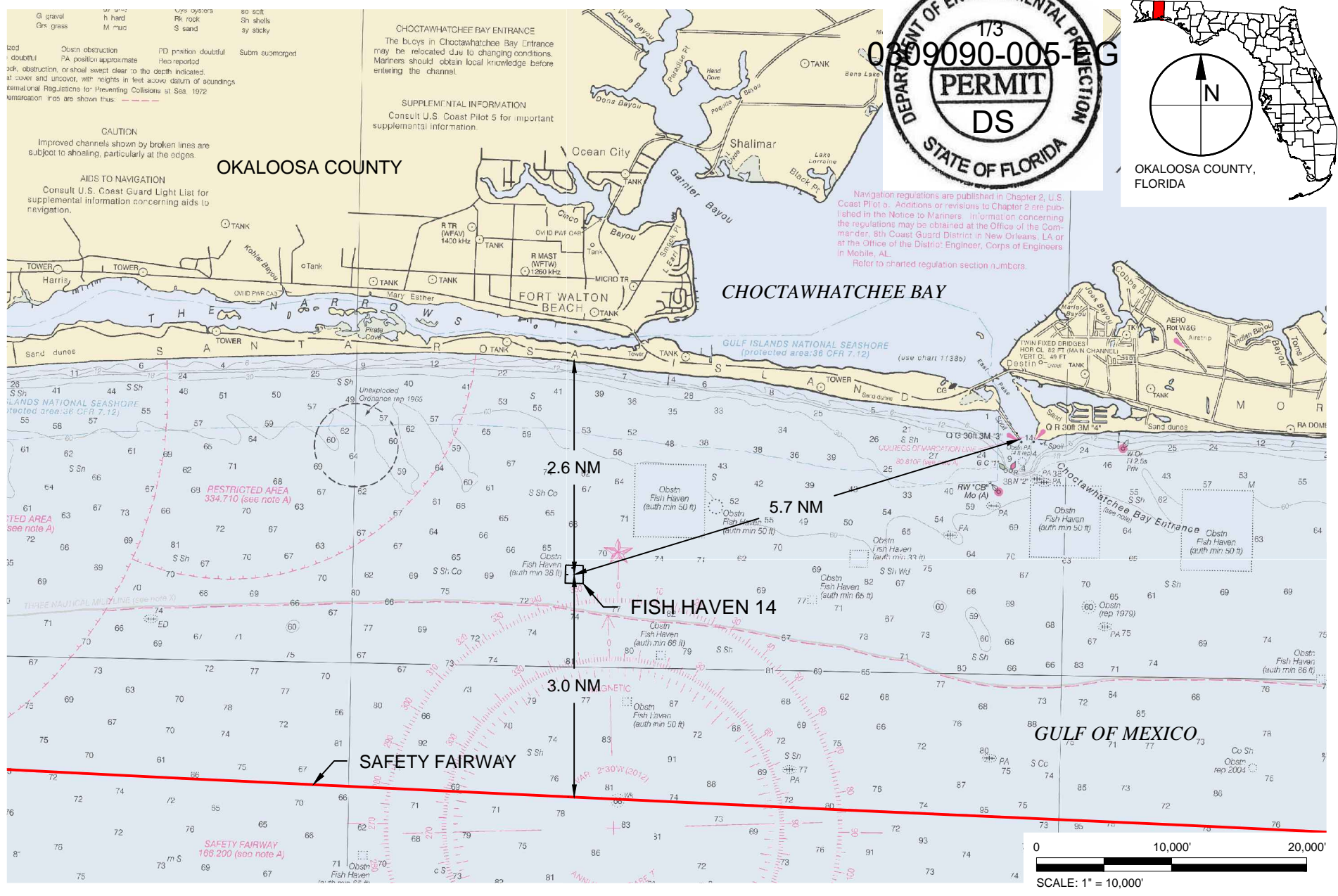
SUPPLEMENTAL INFORMATION
Consult U.S. Coast Pilot 5 for important supplemental information.



Navigation regulations are published in Chapter 2, U.S. Coast Pilot 5. Additions or revisions to Chapter 2 are published in the Notice to Mariners. Information concerning the regulations may be obtained at the Office of the Commander, 8th Coast Guard District in New Orleans, LA or at the Office of the District Engineer, Corps of Engineers in Mobile, AL.
Refer to charted regulation section numbers.

CAUTION
Improved channels shown by broken lines are subject to shoaling, particularly at the edges.

AIDS TO NAVIGATION
Consult U.S. Coast Guard Light List for supplemental information concerning aids to navigation.



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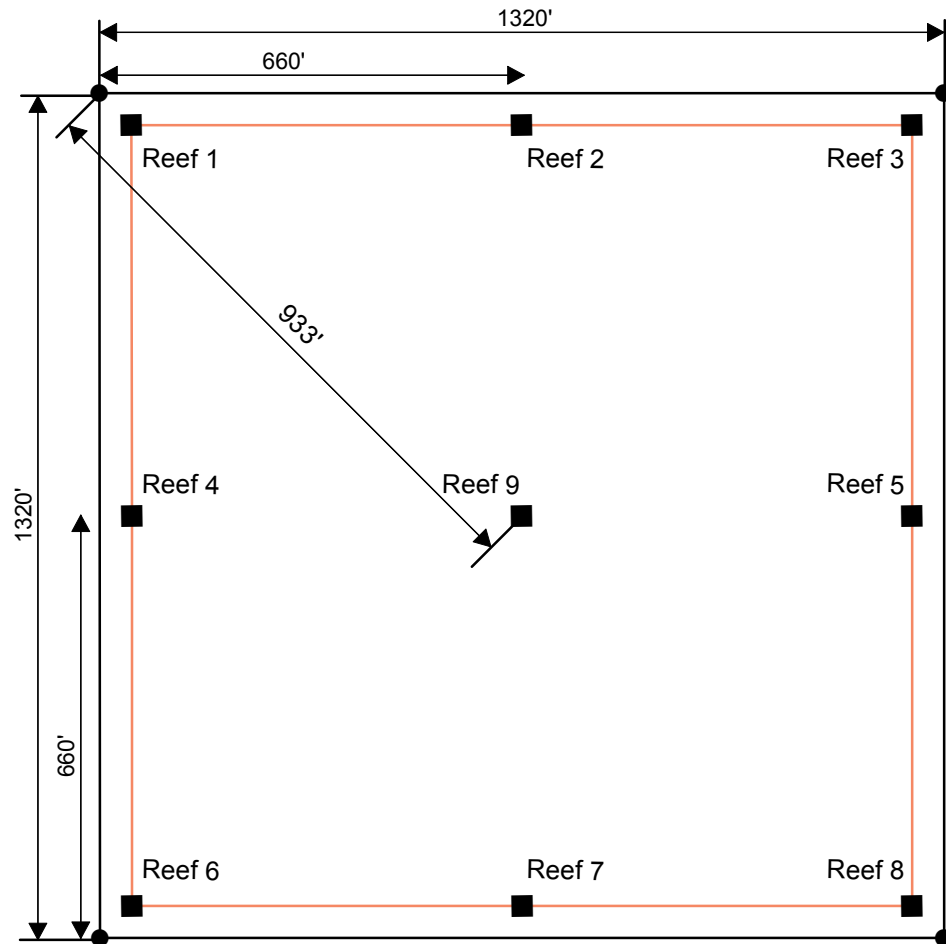


TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
FISH HAVEN 14
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FL

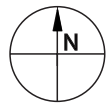
PROJECT	C2014-004
DRAWN BY	AF / DG
SHEET	1 of 3
DATE	APRIL 2017

SEAL	DRAFT
ENG	
DATE	



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

Fish Haven 14					
Name	Location	Latitude	Longitude	Latitude	Longitude
Fish Haven 14	Centroid	30° 21.141' N	86° 36.874' W	30.35235227	-86.61457452
Fish Haven 14	Northwest Corner	30° 21.250' N	86° 37.000' W	30.35416667	-86.61666667
Fish Haven 14	Northeast Corner	30° 21.250' N	86° 36.749' W	30.35416668	-86.61248235
Fish Haven 14	Southeast Corner	30° 21.032' N	86° 36.749' W	30.35053788	-86.6124824
Fish Haven 14	Southwest Corner	30° 21.032' N	86° 37.000' W	30.35053784	-86.6166667
Fish Haven 14	Reef 1	30° 21.242' N	86° 36.990' W	30.35402919	-86.61650815
Fish Haven 14	Reef 2	30° 21.242' N	86° 36.874' W	30.35402921	-86.61457451
Fish Haven 14	Reef 3	30° 21.242' N	86° 36.759' W	30.3540292	-86.61264088
Fish Haven 14	Reef 4	30° 21.141' N	86° 36.990' W	30.35235226	-86.61650816
Fish Haven 14	Reef 5	30° 21.141' N	86° 36.759' W	30.35235228	-86.6126409
Fish Haven 14	Reef 6	30° 21.041' N	86° 36.990' W	30.35067533	-86.61650818
Fish Haven 14	Reef 7	30° 21.041' N	86° 36.874' W	30.35067536	-86.61457455
Fish Haven 14	Reef 8	30° 21.041' N	86° 36.759' W	30.35067536	-86.61264091
Fish Haven 14	Reef 9	30° 21.141' N	86° 36.874' W	30.35235227	-86.61457452



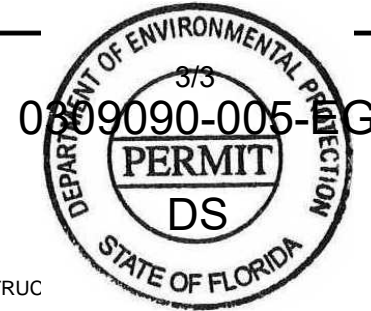
TAYLOR ENGINEERING INC.
 10151 DEERWOOD PARK BLVD.
 BLDG. 300, SUITE 300
 JACKSONVILLE, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
 FISH HAVEN 14
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2012-005	SEAL
DRAWN BY	RC	
SHEET	2 of 3	
DATE	JAN 2012	

Matthew A. Trammell

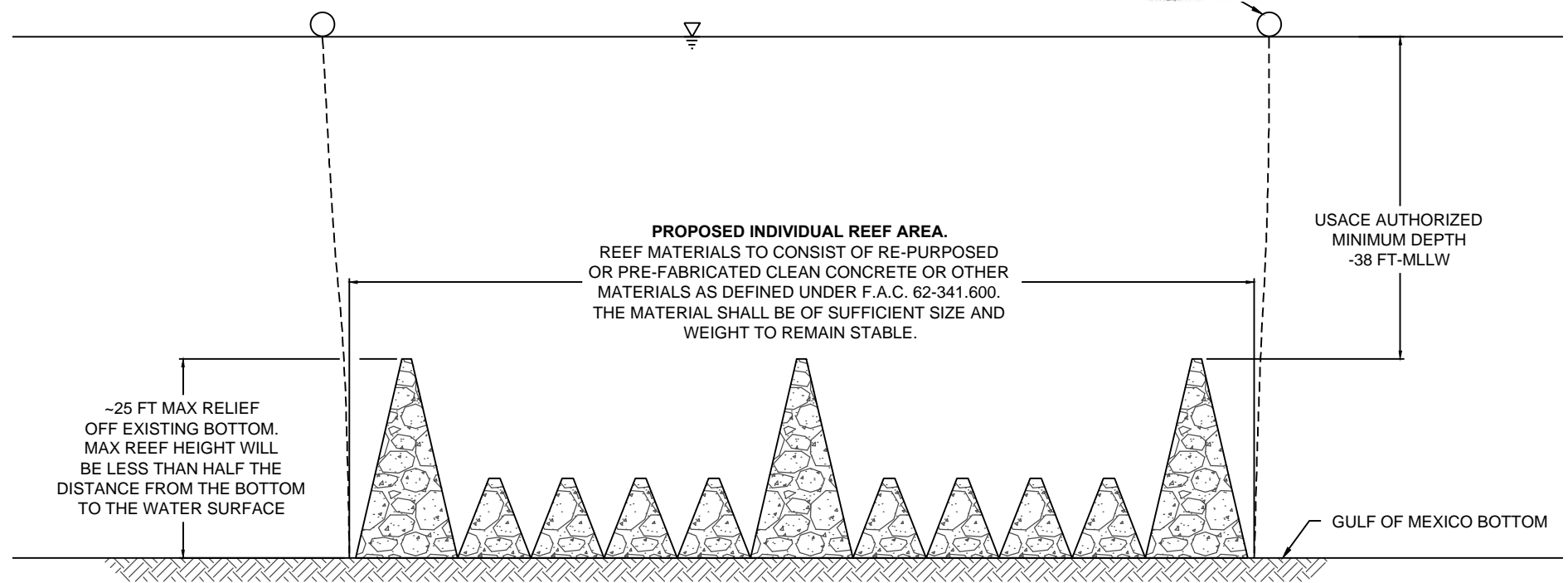
DATE



TEMPORARY CONSTRUC

NOTES:

1. MARKER BUOYS WILL BE SECURED ALONG THE PERIMETER OF THE INDIVIDUAL REEF SITES PRIOR TO MATERIAL PLACEMENT TO DEFINE THE DROP AREA AND TO ENSURE ACCURATE PLACEMENT WITHIN THE APPROVED SITE.
2. QUALITY CONTROL DIVES SHALL BE PERFORMED AS NECESSARY TO ENSURE PROPER MATERIAL PLACEMENT AND RELIEF.



PROPOSED INDIVIDUAL REEF AREA.
 REEF MATERIALS TO CONSIST OF RE-PURPOSED OR PRE-FABRICATED CLEAN CONCRETE OR OTHER MATERIALS AS DEFINED UNDER F.A.C. 62-341.600. THE MATERIAL SHALL BE OF SUFFICIENT SIZE AND WEIGHT TO REMAIN STABLE.

TYPICAL REEF SECTION

NOT TO SCALE

DUNCAN GREEN C:\USERS\DGREER\DESKTOP\FISH RE-AUTHORIZATION\DISIGN\FISH REEF DETAIL.DWG 4/24/2017 3:47:55 PM



TAYLOR ENGINEERING INC.
 10151 DEERWOOD PARK BLVD.
 BLDG. 300, SUITE 300
 JACKSONVILLE, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
 FISH HAVEN 14
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FL

PROJECT	C2014-004	SEAL
DRAWN BY	AF / DG	
SHEET	3 of 3	
DATE	APRIL 2017	ENG _____ DATE _____



Florida Department of Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

July 28, 2017

Okaloosa County Board of County Commissioners
C/o Jim Trifilio
1250 Eglin Parkway, Suite 100
Shalimar, Florida 32579
jtrifilio@co.okaloosa.fl.us

File No. 0315101-002-EG, Okaloosa County

Dear Mr. Trifilio:

On May 22, 2017 we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) for the construction of an artificial reef ¼ by ¼ statute mile (40 acres) in State Waters within the Gulf of Mexico, Class III Florida Waterbody. The project is located approximately 1.8 Nautical miles South of Gulf Island National Seashore of Santa Rosa Island and 10.2 Nautical miles Southwest of Destin Pass, with the central point Latitude 30°21'48.48" North, Longitude 86°42'22.81" West.

Your intent to use a general permit has been reviewed by Department staff for three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project did not qualify for the federal authorization; therefore, additional authorization must be obtained prior to commencement of the proposed activity. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact Douglas Sprague at the letterhead address, at (850) 595-0579 or Douglas.sprague@dep.state.fl.us .

1. Regulatory Review – Approved

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.600, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached), and the specific conditions of Rule 62-330.600, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a letter of consent under Section 253.77, Florida Statutes, to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

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

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, Florida Statutes and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review - Chapter 253 F.S., and Chapter 18-21, F.A.C. and Section 62-330.075, F.A.C. as required.

3. Federal Review – SPGP Not Approved

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

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

Additional Information

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

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

- (a) The name and address of each agency affected and each agency’s file or identification number, if known;

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

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

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

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Douglas Sprague
Environmental Specialist
Submerged Lands and Environmental
Resource Program
Northwest District

TAM:ds

Copies furnished to:

Stephen Andrews, U.S. Army Corps of Engineers, Stephen.w.andrews@usace.army.mil

Florida Fish & Wildlife Conservation Commission, Division of Marine Fisheries,
artificialreefdeployments@myfwc.com

Okaloosa County, mmartinez@co.okaloosa.fl.us jautrey@co.okaloosa.fl.us

sbitterman@co.okaloosa.fl.us psmith@okaloosapa.com

Matthew Trammell, AGENT, Taylor Engineering, Inc. Mtrammell@taylorengeering.com

Duncan Greer, Taylor Engineering, dgreer@taylorengeering.com

Enclosures:

Chapter. 62-330.600, F.A.C., 1 page.

General Conditions for All General Permits, Ch. 62-330.405, F.A.C., 3 pages.

Special Conditions Related to All Review and Authorizations, 1 page.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands, 1 page.

Project drawings, 3 pages.

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this order and all attachments were sent electronically on the filing date below to the above listed persons:

FILING AND ACKNOWLEDGMENT

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

Clerk:  Date: July 28, 2017

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

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

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

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

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

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

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

(a) The permittee shall conduct a survey of the bottom of the waterbody on which the reef is to be built and shall submit the survey to the Agency with the notice required in Rule 62-330.402, F.A.C., demonstrating that the bottom does not have submerged grassbed communities, shellfish or other hardbottom communities, or corals;

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

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

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

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

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

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

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 403.814(1) FS. History—New 10-3-95, Formerly 62-341.600, Amended 10-1-13.

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under Chapter 373, F.S. These conditions do not apply to the general permit in Section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

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

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

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

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

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

(7) This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

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

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.

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

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of*

Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual_6_07.pdf, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed within 72 hours after the work commences; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in a general permit, activities must not:

- (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
- (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.; or

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

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at “Idle Speed/No Wake” at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

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

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands:

All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or 258, Part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S. or Chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

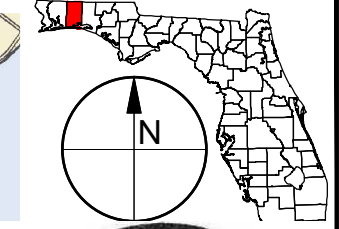
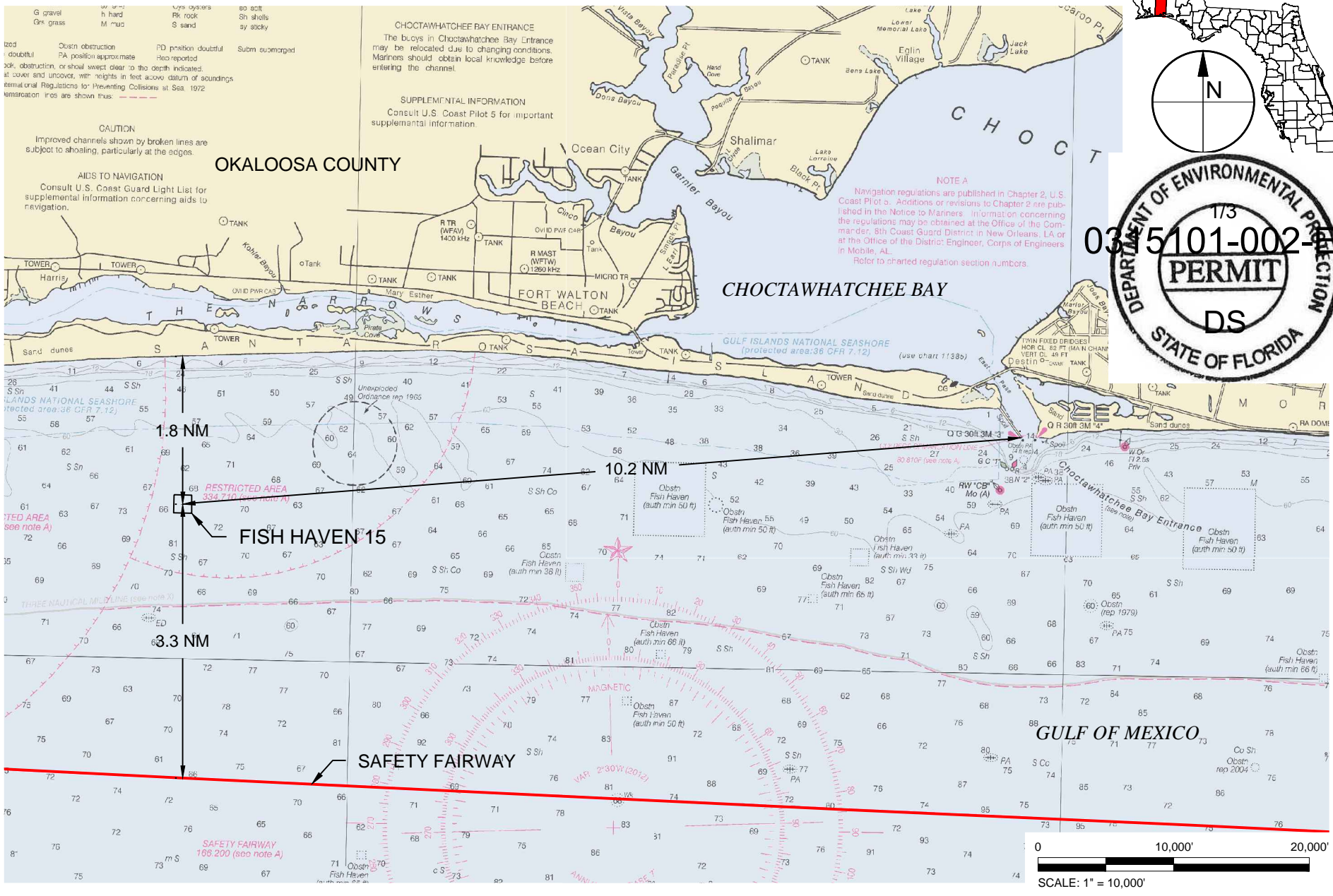
(g) Structures or activities shall not create a navigational hazard.

(h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

(8) Pursuant to Section 253.77(4), F.S., federal, state, or local agencies or political subdivisions, including ports and inland navigation districts, proposing to conduct an activity which qualifies for an exemption under Part IV of Chapter 373, F.S. or Section 403.813(1), F.S., shall be granted a letter of consent or public easement upon receipt of a request and a legal description of the affected land. However, such grant does not release the entity from compliance with other applicable provisions of Chapter 18-18, 18-20 or 18-21, F.A.C.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82, Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09.



NOTE A
 Navigation regulations are published in Chapter 2, U.S. Coast Pilot 5. Additions or revisions to Chapter 2 are published in the Notice to Mariners. Information concerning the regulations may be obtained at the Office of the Commander, 8th Coast Guard District in New Orleans, LA or at the Office of the District Engineer, Corps of Engineers in Mobile, AL.
 Refer to charted regulation section numbers.

G gravel
 OX grass
 W sand
 H hard
 M mud
 Lvs oysters
 Rk rock
 S sand
 so soft
 Sh shells
 sy sticky
 tzd
 doubtful
 jck, obstruction, or shall swept clear to the depth indicated at lower and uncover, with heights in feet above datum of soundings.
 International Regulations for Preventing Collisions at Sea, 1972
 transmittal lines are shown thus:

CAUTION
 Improved channels shown by broken lines are subject to shoaling, particularly at the edges.
AIDS TO NAVIGATION
 Consult U.S. Coast Guard Light List for supplemental information concerning aids to navigation.

CHOCTAWHATCHEE BAY ENTRANCE
 The buoys in Choctawhatchee Bay Entrance may be relocated due to changing conditions. Mariners should obtain local knowledge before entering the channel.
SUPPLEMENTAL INFORMATION
 Consult U.S. Coast Pilot 5 for important supplemental information.

OKALOOSA COUNTY

CHOCTAWHATCHEE BAY

GULF OF MEXICO

1.8 NM

10.2 NM

3.3 NM

FISH HAVEN 15

SAFETY FAIRWAY

TAYLOR ENGINEERING INC.
 10151 DEERWOOD PARK BLVD.
 BLDG. 300, SUITE 300
 JACKSONVILLE, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

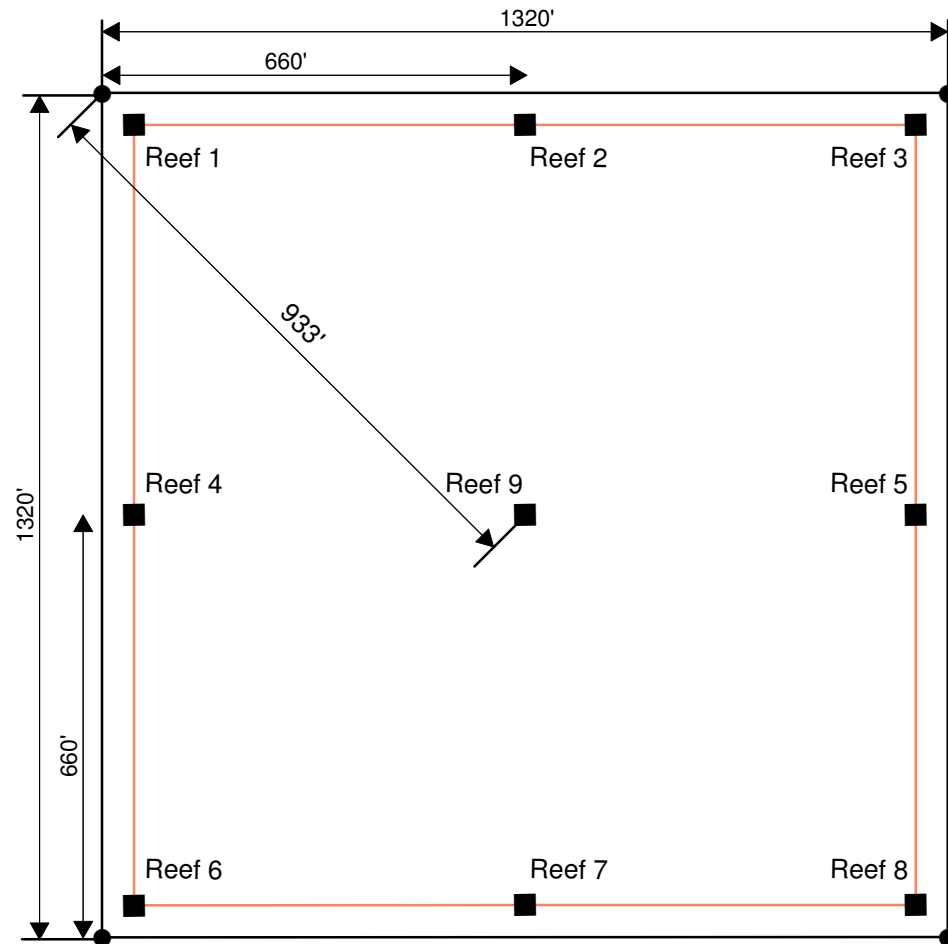
FIGURE 1
FISH HAVEN 15
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FL

PROJECT	C2014-004
DRAWN BY	AF / DG
SHEET	1 of 3
DATE	APRIL 2017

SEAL	DRAFT
ENG	
DATE	

DUNCAN GREER - C:\USERS\GREER\DESKTOP\FH-RE-AUTHORIZATIONS\FH-FIGURES.DWG 4/24/2017 4:24:16 PM

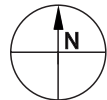
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



Legend

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

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



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

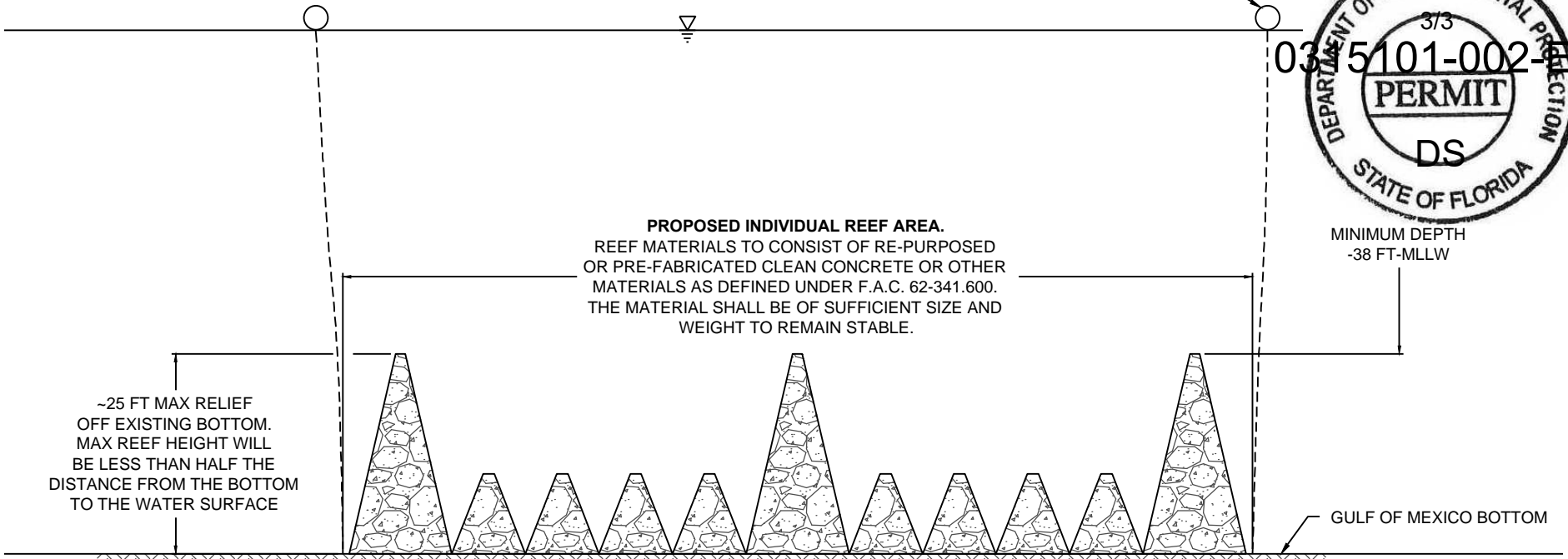
FIGURE 2
 FISH HAVEN 15
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2012-052	SEAL
DRAWN BY	PL	
SHEET	2 of 3	
DATE	NOV 2012	MATTHEW E. TRAMMELL P.E. # 69244
		DATE

NOTES:

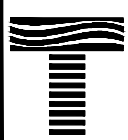
1. MARKER BUOYS WILL BE SECURED ALONG THE PERIMETER OF THE INDIVIDUAL REEF SITES PRIOR TO MATERIAL PLACEMENT TO DEFINE THE DROP AREA AND TO ENSURE ACCURATE PLACEMENT WITHIN THE APPROVED SITE.
2. QUALITY CONTROL DIVES SHALL BE PERFORMED AS NECESSARY TO ENSURE PROPER MATERIAL PLACEMENT AND RELIEF.

TEMPORARY CONSTRUCTION BUOY (TYP)



TYPICAL REEF SECTION
NOT TO SCALE

DUNCAN GREEN C:\USERS\DGREER\DESKTOP\FISH RE-AUTHORIZATION\DS\G\FISH\REEF\DETAIL.DWG 4/24/2017 3:47:56 PM



TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
FISH HAVEN 15
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FL

PROJECT	C2014-004	SEAL
DRAWN BY	AF / DG	
SHEET	3 of 3	
DATE	APRIL 2017	ENG _____ DATE _____



Florida Department of Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

July 28, 2017

Okaloosa County Board of County Commissioners
C/o Jim Trifilio
1250 Eglin Parkway, Suite 100
Shalimar, Florida 32579
jtrifilio@co.okaloosa.fl.us

File No. 0315102-002-EG, Okaloosa County

Dear Mr. Trifilio:

On May 22, 2017 we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) for the construction of an artificial reef $\frac{1}{4}$ by $\frac{1}{4}$ statute mile (40 acres) in State Waters within the Gulf of Mexico, Class III Florida Waterbody. The project is located approximately 2.4 Nautical miles South of Gulf Island National Seashore of Santa Rosa Island and 14.2 Nautical miles Southwest of Destin Pass, with the central point Latitude 30°20'53.51" North, Longitude 86°46'52.31" West.

Your intent to use a general permit has been reviewed by Department staff for three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project did not qualify for the federal authorization; therefore, additional authorization must be obtained prior to commencement of the proposed activity. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact Douglas Sprague at the letterhead address, at (850) 595-0579 or Douglas.sprague@dep.state.fl.us.

1. Regulatory Review – Approved

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.600, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached), and the specific conditions of Rule 62-330.600, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a letter of consent under Section 253.77, Florida Statutes, to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

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

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, Florida Statutes and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review - Chapter 253 F.S., and Chapter 18-21, F.A.C. and Section 62-330.075, F.A.C. as required.

3. Federal Review – SPGP Not Approved

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

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

Additional Information

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

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

- (a) The name and address of each agency affected and each agency’s file or identification number, if known;

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

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

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

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Douglas Sprague
Environmental Specialist
Submerged Lands and Environmental
Resource Program
Northwest District

TAM:ds

Copies furnished to:

Stephen Andrews, U.S. Army Corps of Engineers, Stephen.w.andrews@usace.army.mil
Florida Fish & Wildlife Conservation Commission, Division of Marine Fisheries,
artificialreefdeployments@myfwc.com

Okaloosa County, mmartinez@co.okaloosa.fl.us jautrey@co.okaloosa.fl.us
sbitterman@co.okaloosa.fl.us psmith@okaloosapa.com

Matthew Trammell, AGENT, Taylor Engineering, Inc. Mtrammell@taylorengeering.com
Duncan Greer, Taylor Engineering, dgreer@taylorengeering.com

Enclosures:

Chapter. 62-330.600, F.A.C., 1 page.

General Conditions for All General Permits, Ch. 62-330.405, F.A.C., 3 pages.

Special Conditions Related to All Review and Authorizations, 1 page.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands, 1 page.

Project drawings, 3 pages.

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this order and all attachments were sent electronically on the filing date below to the above listed persons:

FILING AND ACKNOWLEDGMENT

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



Clerk _____ Date July 28, 2017

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

File Name: Okaloosa County Board of County Commissioners – Fish Haven 16 Artificial Reef

FDEP File No.: 0315102-002-EG

Page 6 of 12

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

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

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

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

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

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

(a) The permittee shall conduct a survey of the bottom of the waterbody on which the reef is to be built and shall submit the survey to the Agency with the notice required in Rule 62-330.402, F.A.C., demonstrating that the bottom does not have submerged grassbed communities, shellfish or other hardbottom communities, or corals;

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

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

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

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

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

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

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 403.814(1) FS. History–New 10-3-95, Formerly 62-341.600, Amended 10-1-13.

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under Chapter 373, F.S. These conditions do not apply to the general permit in Section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

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

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

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

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

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

(7) This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

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

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.

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

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of*

Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual_6_07.pdf, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed within 72 hours after the work commences; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in a general permit, activities must not:

- (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
- (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.; or

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

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at “Idle Speed/No Wake” at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

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

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands:

All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or 258, Part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S. or Chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

(g) Structures or activities shall not create a navigational hazard.

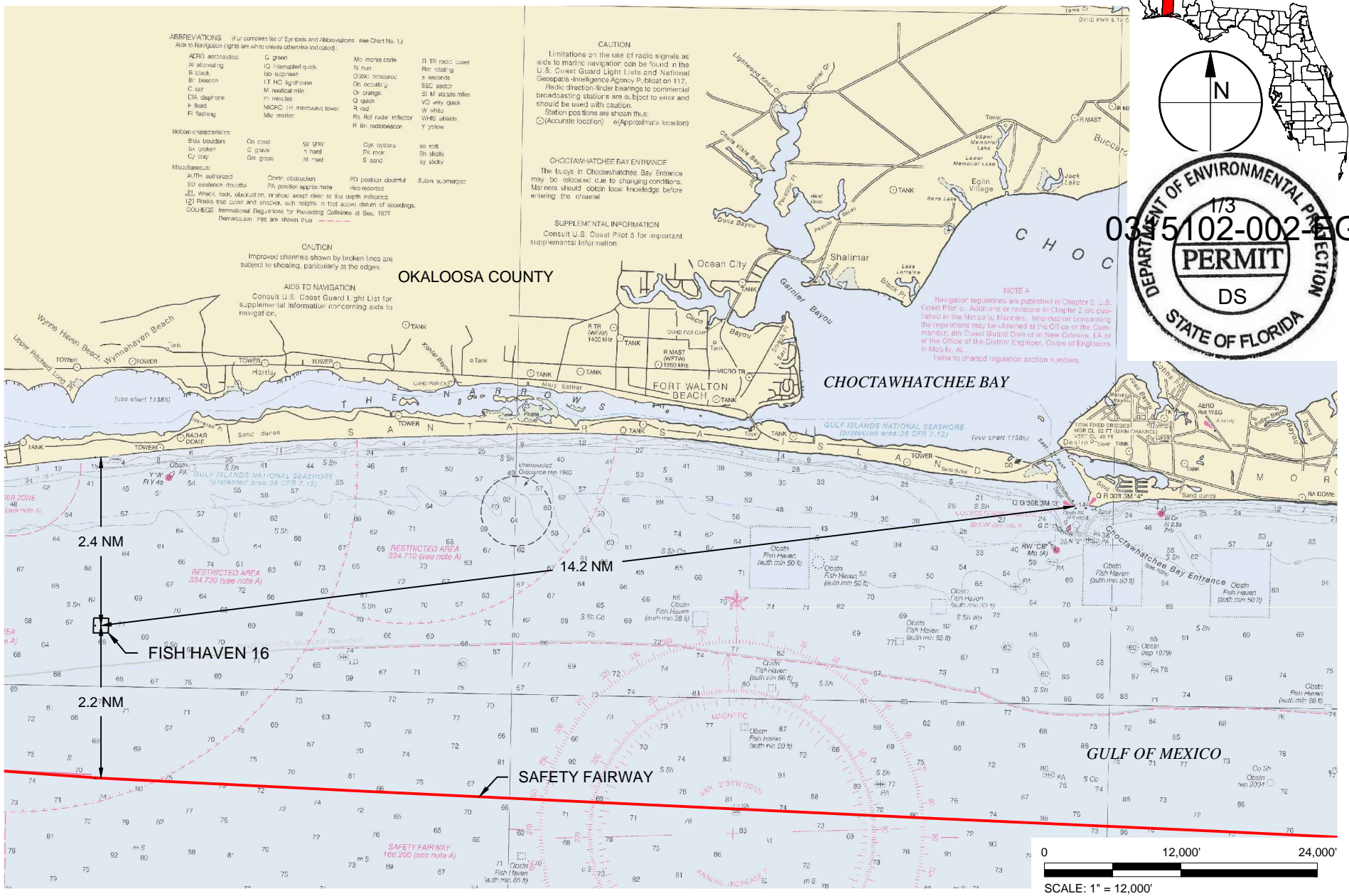
(h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

(8) Pursuant to Section 253.77(4), F.S., federal, state, or local agencies or political subdivisions, including ports and inland navigation districts, proposing to conduct an activity which qualifies for an exemption under Part IV of Chapter 373, F.S. or Section 403.813(1), F.S., shall be granted a letter of consent or public easement upon receipt of a request and a legal description of the affected land. However, such grant does not release the entity from compliance with other applicable provisions of Chapter 18-18, 18-20 or 18-21, F.A.C.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82, Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09.

DUNCAN GREER C:\USERS\GREER\DESKTOP\FH-RE-AUTHORIZATIONS\FH-FIGURES.DWG 4/24/2017 4:24:17 PM



ABBREVIATIONS (For complete list of Symbols and Abbreviations see Chart No. 1)
 Aids to Navigation (lights are shown unless otherwise indicated):

AERO Aerobeacons	G green	IQ interrupted quick	N nun	TR radio tower
Al alternating	IQ interrupted quick	Is isophase	N nun	TR radio tower
B black	IT HC light house	M masthead	OC occulting	SEC sector
Bt beacon	M masthead	m minutes	OC occulting	SEC sector
C cur	MICRO HC microwave tower	MW marker	OC occulting	SEC sector
DA diaphane	MW marker	OC occulting	OC occulting	SEC sector
F float	OC occulting	OC occulting	OC occulting	SEC sector
FL flashing	OC occulting	OC occulting	OC occulting	SEC sector

Bottom characters:

Bu boulders	Co coral	G gray	Gr gravel	Sh shells
lv broken	G gravel	h hard	M mud	S sand
Cy clay	Gr grass	M mud	S sand	Sy silt

Miscellaneous:

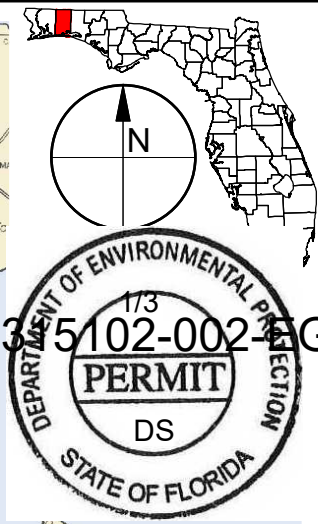
AUTH authorized	Obn obstruction	PD position doubtful	Subn submerged
ED evidence doubtful	PA position approximate	Re reported	
(1) Wreck, rock, obstruction or shoal, except when to the depth indicated.			
(2) Rocks that cover and uncover, with depths in feet above datum of soundings.			

COLLEGE International Regulations for Preventing Collisions at Sea, 1972
 Navigation rules are shown thus: ---

CAUTION
 Limitations on the use of radio signals as aids to marine navigation can be found in the U.S. Coast Guard Light Lists and National Geographic Intelligence Agency Publication 117.
 Radio direction-finder bearings to commercial broadcasting stations are subject to error and should be used with caution.
 Station positions are shown thus:
 (O) (Accurate location) (e) (Approximate location)

CHOCOTAWHATCHEE BAY ENTRANCE
 The buoy in Choctawhatchee Bay Entrance may be relocated due to changing conditions. Mariners should obtain local knowledge before entering the channel.

SUPPLEMENTAL INFORMATION
 Consult U.S. Coast Pilot 5 for important supplemental information.

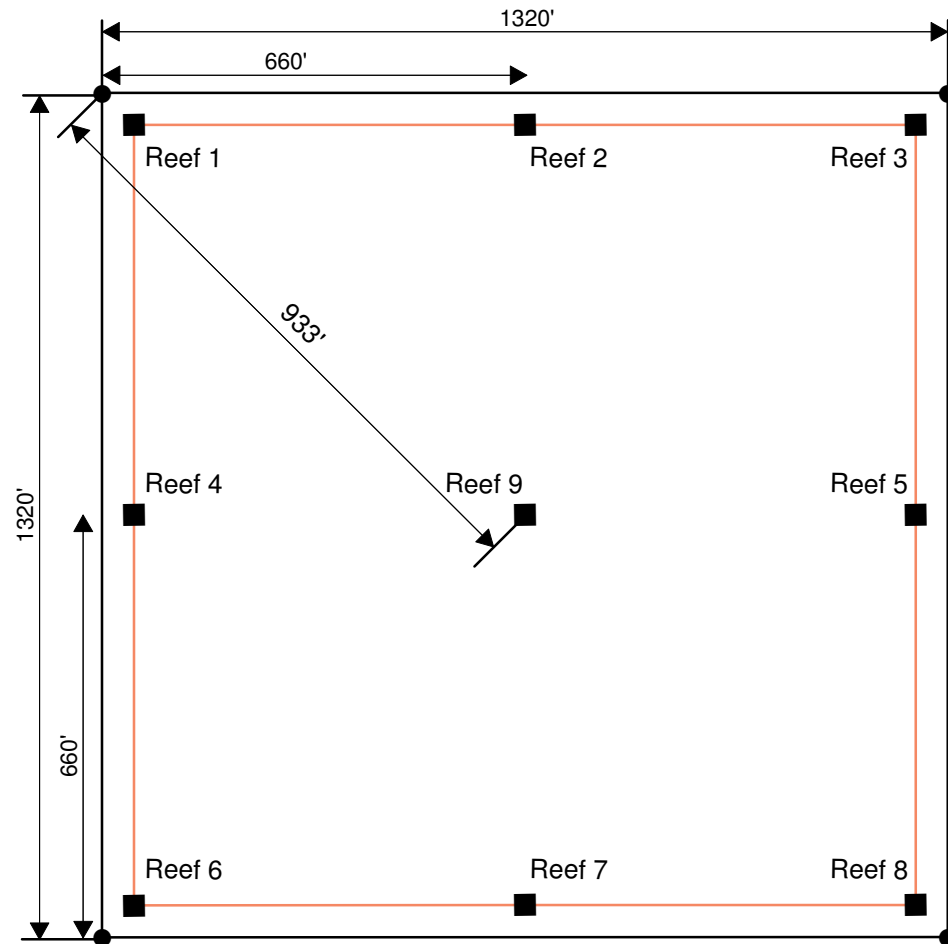


TAYLOR ENGINEERING INC.
 10151 DEERWOOD PARK BLVD.
 BLDG. 300, SUITE 300
 JACKSONVILLE, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
FISH HAVEN 16
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FL

PROJECT	C2014-004	SEAL	
DRAWN BY	AF / DG	DRAFT	
SHEET	1 of 3		
DATE	APRIL 2017		
		ENG	DATE

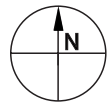
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



Legend

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

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



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

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

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

SEAL	
MATTHEW E. TRAMMELL P.E. # 69244	DATE

NOTES:

1. MARKER BUOYS WILL BE SECURED ALONG THE PERIMETER OF THE INDIVIDUAL REEF SITES PRIOR TO MATERIAL PLACEMENT TO DEFINE THE DROP AREA AND TO ENSURE ACCURATE PLACEMENT WITHIN THE APPROVED SITE.
2. QUALITY CONTROL DIVES SHALL BE PERFORMED AS NECESSARY TO ENSURE PROPER MATERIAL PLACEMENT AND RELIEF.

TEMPORARY CONSTRUCTION BUOY (TYP)



USACE AUTHORIZED
MINIMUM DEPTH
-38 FT-MLLW

PROPOSED INDIVIDUAL REEF AREA.
REEF MATERIALS TO CONSIST OF RE-PURPOSED OR PRE-FABRICATED CLEAN CONCRETE OR OTHER MATERIALS AS DEFINED UNDER F.A.C. 62-341.600. THE MATERIAL SHALL BE OF SUFFICIENT SIZE AND WEIGHT TO REMAIN STABLE.

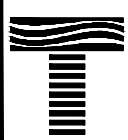
~25 FT MAX RELIEF
OFF EXISTING BOTTOM.
MAX REEF HEIGHT WILL
BE LESS THAN HALF THE
DISTANCE FROM THE BOTTOM
TO THE WATER SURFACE

GULF OF MEXICO BOTTOM

TYPICAL REEF SECTION

NOT TO SCALE

DUNCAN GREEN C:\USERS\DGREER\DESKTOP\FISH RE-AUTHORIZATION\DS\FIG3\FISH REEF DETAIL.DWG 4/24/2017 3:47:57 PM



TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION # 4815

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

PROJECT	C2014-004
DRAWN BY	AF / DG
SHEET	3 of 3
DATE	APRIL 2017

SEAL	
ENG	
DATE	

DEPARTMENT OF THE ARMY PERMIT

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

Permit No: SAJ-2011-03485 (SP-SWA)

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

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

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

Project Description: The applicant proposes to establish an artificial reef area, which would be referred to as the "Fish Haven #13". It would consist of a ¼ by ¼ mile deployment area, totaling 40 acres, which would provide enhanced habitat and recreational fishing and diving opportunities upon implementation of the project. Additionally, there would be a deployment buffer of 50 feet on each side. Material to be deployed would consist of clean concrete or rock and prefabricated structures that are a mixture of clean concrete and heavy gauge steel. The material to be deployed would have a maximum profile height of no more than 30 feet and would result in a minimum authorized depth of -33 feet at mean lower low water MLLW. The work described above is to be completed in accordance with the three (3) pages of drawings affixed at the end of this permit instrument.

Project Location: The project site is located in the Gulf of Mexico, 2.43 nautical miles southwest of Destin pass, 3.06 nautical miles north of the East-West Safety Fairway and 1.93 nautical miles south of Okaloosa Island off of Okaloosa County, Florida.

Latitude & Longitude:

NE Site Corner:	Latitude: 30.358333° North Longitude: 86.545833° West
NW Site Corner:	Latitude: 30.358333° North Longitude: 86.550016° West
SE Site Corner:	Latitude: 30.3547° North Longitude: 86.545833° West

Special Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Cultural Resources/Historic Properties:

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

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the

subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Corps. The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. A cultural resources assessment may be required of the permit area, if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO and the Corps.

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

e. In the unlikely event that human remains are encountered on federal or tribal lands, or in situations where Archaeological Resources Protection Act of 1979, or Native American Graves Protection Repatriation Act of 1990 applies, all work in the vicinity shall immediately cease and the Permittee immediately notify the Corps. The Corps shall then notify the appropriate THPO(s) and SHPO. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or appropriate THPO(s), SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the appropriate THPO(s) and the Corps.

Further Information:

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

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

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

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

2. Limits of this authorization.

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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


PERMIT NUMBER: SAJ-2011-03485 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 9 of 11

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

Charles H. Windes, Jr.  April 1, 2014
(PERMITTEE) (DATE)

Charles H. Windes, Jr.
(PERMITTEE NAME-PRINTED)

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

 APRIL 14, 2014
(DISTRICT ENGINEER) (DATE)
for Alan M. Dodd,
Colonel, U.S. Army
District Commander

PERMIT NUMBER: SAJ-2011-03485 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 10 of 11

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

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2011-03485 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 11 of 11

***Attachments to Department of the Army
Permit Number SAJ-2011-03485***

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

DEPARTMENT OF THE ARMY PERMIT

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

Permit No: SAJ-2013-02668 (SP-SWA)

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

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

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

Project Description: The applicant proposes to establish an artificial reef area, which would be referred to as the "Fish Haven #14". It would consist of a ¼ by ¼ mile deployment area, totaling 40 acres, which would provide enhanced habitat and recreational fishing and diving opportunities upon implementation of the project. Additionally, there would be a deployment buffer of 50 feet on each side. Material to be deployed would consist of clean concrete or rock and prefabricated structures that are a mixture of clean concrete and heavy gauge steel. The material to be deployed would have a maximum profile height of no more than 30 feet and would result in a minimum authorized depth of -38 feet at mean lower low water MLLW. The applicant would implement a monitoring plan. The work described above is to be completed in accordance with the three (3) pages of drawings affixed at the end of this permit instrument.

Project Location: The project site is located in the Gulf of Mexico, 5.66 nautical miles southwest of Destin pass, 2.71 nautical miles north of the East-West Safety Fairway and 2.59 nautical miles south of Okaloosa Island off of Okaloosa County, Florida.

Latitude & Longitude:

NE Site Corner: Latitude: 30.354166° North
Longitude: 86.612483° West

NW Site Corner: Latitude: 30.354166° North
Longitude: 86.616666° West

SE Site Corner: Latitude: 30.350533° North

PERMIT NUMBER: SAJ-2013-02668 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 2 of 11

Longitude: 86.612483° West

SW Site Corner: Latitude: 30.350533° North
Longitude: 86.616666° West

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **March 10, 2024**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Addresses:** The Permittee shall reference this permit number, SAJ-2013-02668 (SP-SWA), on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Cultural Resources/Historic Properties:

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

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the

subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Corps. The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. A cultural resources assessment may be required of the permit area, if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO and the Corps.

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

e. In the unlikely event that human remains are encountered on federal or tribal lands, or in situations where Archaeological Resources Protection Act of 1979, or Native American Graves Protection Repatriation Act of 1990 applies, all work in the vicinity shall immediately cease and the Permittee immediately notify the Corps. The Corps shall then notify the appropriate THPO(s) and SHPO. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or appropriate THPO(s), SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the appropriate THPO(s) and the Corps.

Further Information:

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

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

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

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

2. Limits of this authorization.

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

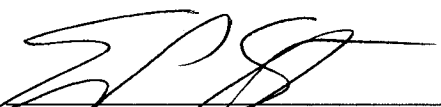
PERMIT NUMBER: SAJ-2013-02668 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 9 of 11

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

Charles K. Windes Jr.  April 1, 2014
(PERMITTEE) (DATE)

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

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

 APRIL 14, 2014
for (DISTRICT ENGINEER) (DATE)
Alan M. Dodd,
Colonel, U.S. Army
District Commander

PERMIT NUMBER: SAJ-2013-02668 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 10 of 11

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

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2013-02668 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 11 of 11

***Attachments to Department of the Army
Permit Number SAJ-2013-02668***

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

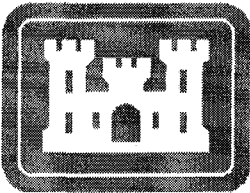
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Number: 2012-03221

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

REPLY TO
ATTENTION OF

April 14, 2014

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

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

Ladies and Gentlemen:

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "D. Kinard", written over a horizontal line.

for Donald W. Kinard
Chief, Regulatory Division

Enclosures:
Proffered Permit



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

REPLY TO
ATTENTION OF

March 10, 2014

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

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

Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Donald W. Kinard
Chief, Regulatory Division

Enclosures

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Okaloosa County BOCC		File Number: SAJ-2012-03221	Date: 10 March 2014
Attached is:		See Section below	
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL	C	
	APPROVED JURISDICTIONAL DETERMINATION	D	
	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

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

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

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

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

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

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

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

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

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

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

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

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

Project Manager as noted in letter

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

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

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

Signature of appellant or agent.

Date: _____

Telephone number: _____

DEPARTMENT OF THE ARMY PERMIT

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

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

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

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

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

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

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

Latitude & Longitude:

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

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

SE Site Corner: Latitude: 30.3630° North

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

Longitude: 86.7041° West

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

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **March 10, 2024**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Cultural Resources/Historic Properties:

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

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the

subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Corps. The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. A cultural resources assessment may be required of the permit area, if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO and the Corps.

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

e. In the unlikely event that human remains are encountered on federal or tribal lands, or in situations where Archaeological Resources Protection Act of 1979, or Native American Graves Protection Repatriation Act of 1990 applies, all work in the vicinity shall immediately cease and the Permittee immediately notify the Corps. The Corps shall then notify the appropriate THPO(s) and SHPO. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or appropriate THPO(s), SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the appropriate THPO(s) and the Corps.

Further Information:

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

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

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

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

2. Limits of this authorization.

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

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

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

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

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

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

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

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

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

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

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

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
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PAGE 8 of 11

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

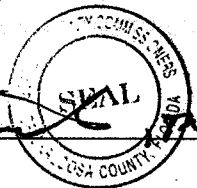
- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- c. Significant new information surfaces which this office did not consider in reaching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

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

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


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

Charles K. Windes Jr.  April 1, 2014
(PERMITTEE) (DATE)

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

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

 APRIL 14, 2014
for (DISTRICT ENGINEER) (DATE)
Alan M. Dodd,
Colonel, U.S. Army
District Commander

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

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

(PERMITTEE)

(DATE)

(PERMITTEE NAME-PRINTED)

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

(DISTRICT ENGINEER)

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

(DATE)

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
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When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

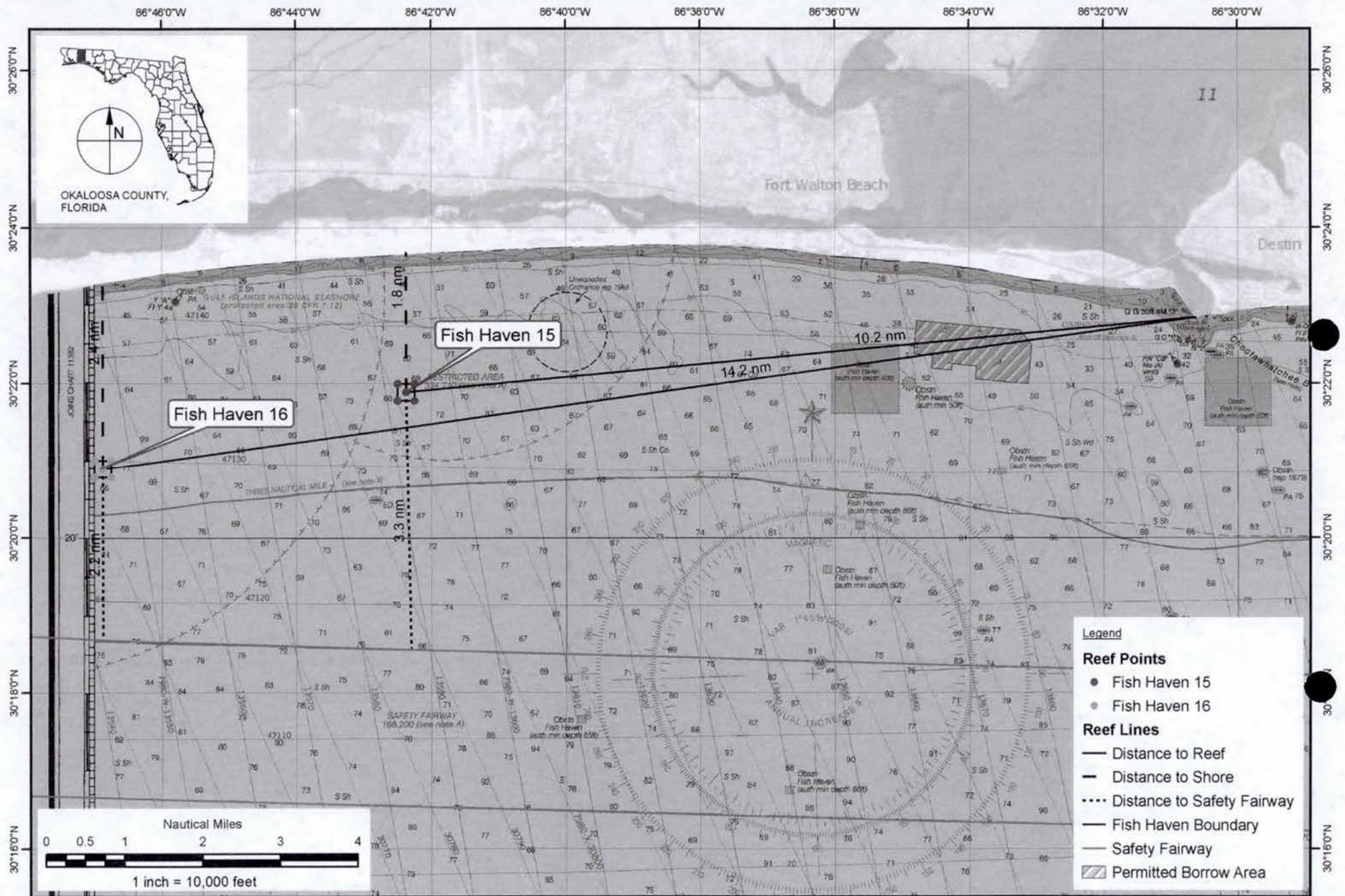
(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
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***Attachments to Department of the Army
Permit Number SAJ-2012-03221***

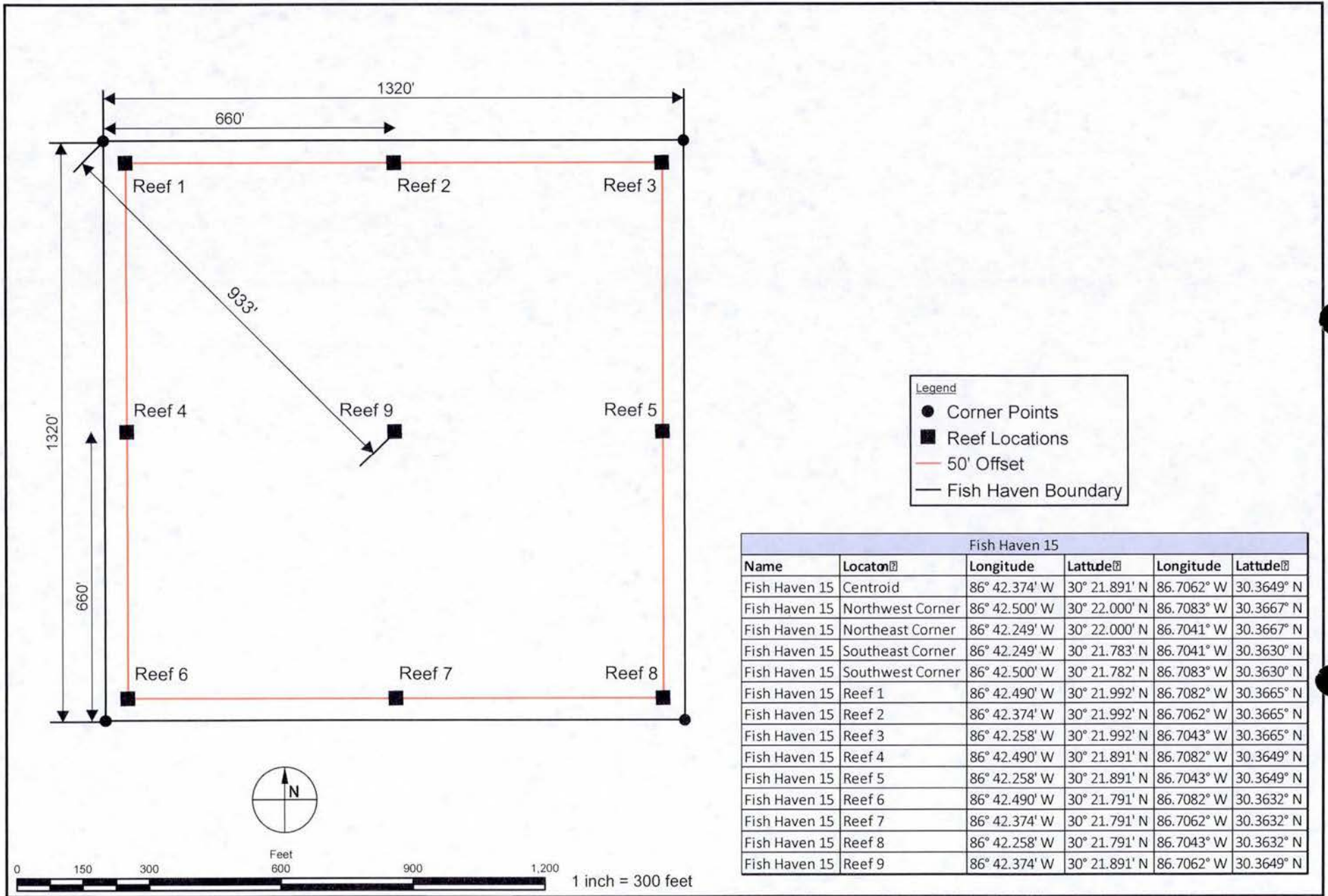
1. PERMIT DRAWINGS: Three (3) pages, dated 25 February 2014.
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 3 of this DA permit. Six (6) pages.
3. SEA TURTLE, SAWFISH AND STURGEON CONDITIONS: One (1)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



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

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

PROJECT	C2012-052	SEAL
DRAWN BY	PL	
SHEET	1 of 3	
DATE	OCT 2012	MATTHEW E. TRAMMELL P.E. # 96244
		DATE



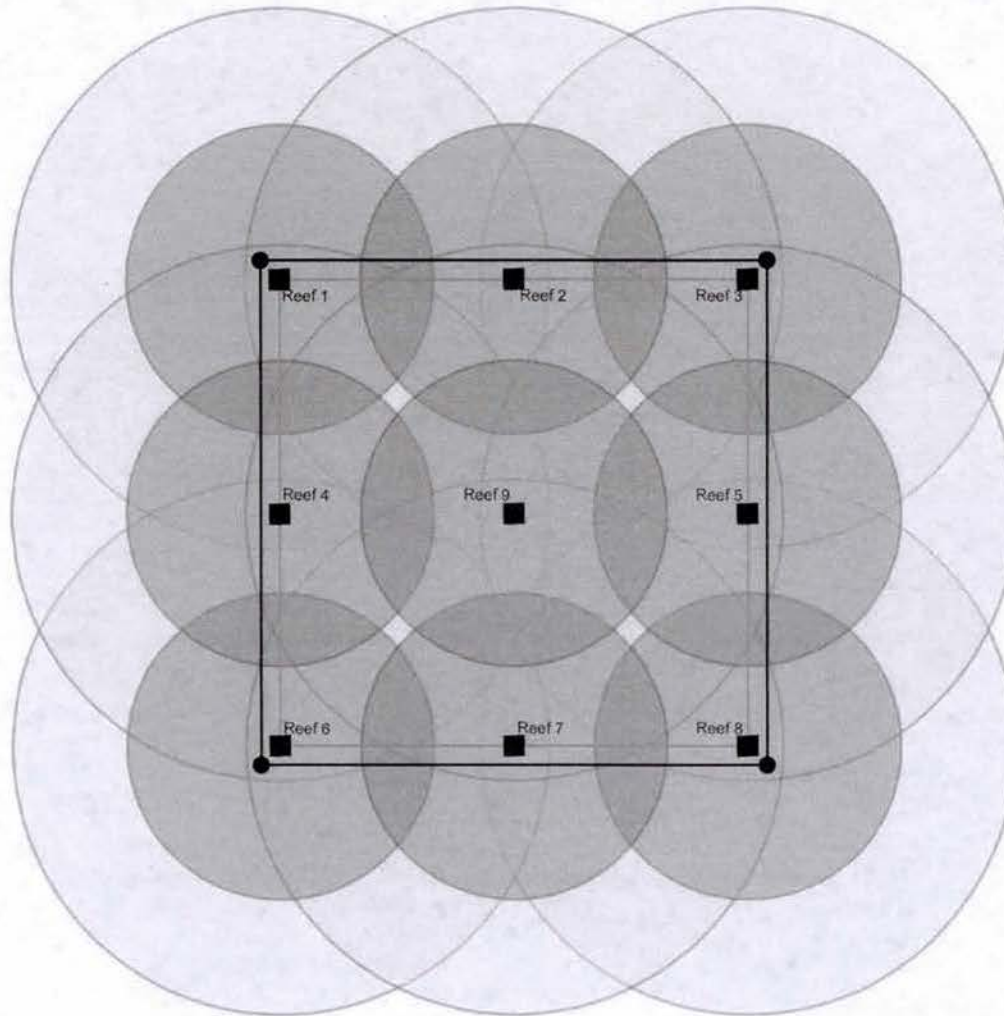
Legend	
●	Corner Points
■	Reef Locations
— (red)	50' Offset
— (black)	Fish Haven Boundary

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

Applicant: Okaloosa County BOCC
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 Date: 24 February 2014
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FIGURE 2
 FISH HAVEN 15
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT:	C2012-052	SEAL	
DRAWN BY:	PL		
SHEET:	2 of 4		
DATE:	OCT 2012	Matthew A. Tammol	DATE



Legend

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

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



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

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

PROJECT	C2012-052	SEAL
DRAWN BY	PL	
SHEET	3 of 3	
DATE	NOV 2012	MATTHEW E. TRAMMELL P.E. # 19044
		DATE



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

RICK SCOTT
GOVERNOR

JENNIFER CARROLL
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

January 25, 2013

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

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

Dear Okaloosa County Board of County Commissioners:

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

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

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

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

Authorization to use sovereignty submerged lands – Required

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

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

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

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

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

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

NOTICE OF RIGHTS OF SUBSTANTIALLY AFFECTED PERSONS

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

Petition for Administrative Hearing

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

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

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

Time Period for Filing a Petition

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

Noticed General Permit Qualification

Project Name: Okaloosa County Fish Haven 15

Permittee: Okaloosa County Board of County Commissioners

File Number: 46-0315101-001-EG

Page 3 of 6

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

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

Judicial Review

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

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

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

Executed in Escambia County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Elizabeth Mullins Orr
Program Administrator
Submerged Lands & Environmental
Resource Program

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

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

CERTIFICATE OF SERVICE

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

FILING AND ACKNOWLEDGMENT

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

Clerk

Date

Brandy Bass

1/25/2013



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

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

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

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

Revised: March 23, 2006

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



STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

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

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com



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

Background

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

Protected Species Identification Training

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

Vessel Strike Avoidance

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

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

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

Additional Requirements for the North Atlantic Right Whale

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

Injured or Dead Protected Species Reporting

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

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

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

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

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

NOAA Fisheries Service
Southeast Regional Office

263 13th Avenue South
St. Petersburg, FL 33701

Tel: (727) 824-5312

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

EXPLANATION SHEET FOR THE ARTIFICIAL REEF MATERIALS CARGO MANIFEST FORM

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

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

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

INSTRUCTIONS

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

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

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

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

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

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



FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION



US Army Corps
of Engineers

To Be Completed For Each Deployment Location or Date of Deployment

County or Municipality: _____

Date of Placement: _____

Grant No. FWC - _____
(if applicable)

U.S. Army Corps Permit No.: _____

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

Name of Permitted Reef Site: _____

Location Name for This Deployment: _____

Latitude: _____° _____' _____" North
Degrees minutes decimal minutes

Longitude: _____° _____' _____" West
Degrees minutes decimal minutes

GPS Brand: _____ GPS Model number: _____

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

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

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

Primary Type of Material: _____ Number of Pieces: _____

Dimensions: _____

Secondary Type of Material: _____ Number of Pieces: _____

Dimensions: _____

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

Known weight of individual pieces

Trucking receipts

TOTAL TONNAGE FOR THIS DEPLOYMENT: _____

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

Observer's Name: _____
(PLEASE PRINT)

Title: _____
(PLEASE PRINT)

Observer's Signature: _____

Date: _____

Observer's Remarks: _____

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

Permittee's Staff Name: _____
(PLEASE PRINT)

Title: _____
(PLEASE PRINT)

Permittee's Staff Signature: _____

Date: _____

Local Tracking number _____ FWC Tracking number _____ Entered by _____ on _____ date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

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

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

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

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

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

Describe Mitigation completed (if applicable): _____

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

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

Signature of Permittee

Date

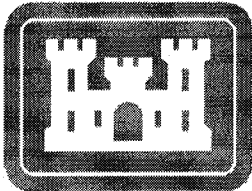
PERMIT

Number: 2012-03222

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

REPLY TO
ATTENTION OF

April 14, 2014

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

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

Ladies and Gentlemen:

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

- a. The date of commencement of the work,
- b. The dates of work suspensions and 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,

bu Donald W. Kinard
Chief, Regulatory Division

Enclosures:
Proffered Permit



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

REPLY TO
ATTENTION OF

March 10, 2014

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

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

Gentlemen:

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

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

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

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

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

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

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

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

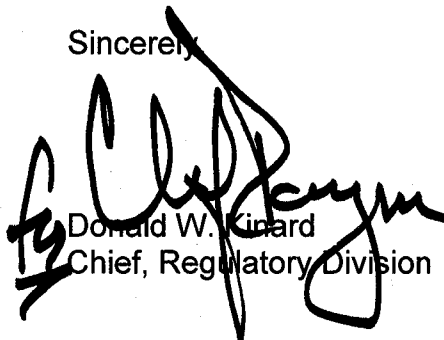
Please note U.S. Coast Guard regulations may require you as permittee to provide information for a Notice to the maritime community regarding your project. You should contact the Coast Guard Sector Mobile Waterways Management Branch (spw), 1500 15th Street, Mobile, AL 36615 or by phone at 251-441-5684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

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

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

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

Sincerely,



Donald W. Kinard
Chief, Regulatory Division

Enclosures

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Okaloosa County BOCC		File Number: SAJ-2012-03222	Date: 10 March 2014
Attached is:			
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL	C	
	APPROVED JURISDICTIONAL DETERMINATION	D	
	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

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

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

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

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

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

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

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

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

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

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

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

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

Project Manager as noted in letter

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

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

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

Signature of appellant or agent.

Date:

Telephone number:

DEPARTMENT OF THE ARMY PERMIT

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

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

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

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

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

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

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

Latitude & Longitude:

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

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

SE Site Corner: Latitude: 30.3630° North

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

Longitude: 86.7041° West
SW Site Corner: Latitude: 30.3464° North
Longitude: 86.7833° West

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **March 10, 2024**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

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

Special Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
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6. Ownership/Maintenance/Liability: By signing this permit, the Permittee certifies and acknowledges ownership of all artificial reef materials deployed on the reef, accepts responsibility for maintenance of the artificial reef, and possesses the ability to assume liability for all damages that may arise with respect to the artificial reef.

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

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

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

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

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

12. Cultural Resources/Historic Properties:

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

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
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b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Corps. The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. A cultural resources assessment may be required of the permit area, if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO and the Corps.

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

e. In the unlikely event that human remains are encountered on federal or tribal lands, or in situations where Archaeological Resources Protection Act of 1979, or Native American Graves Protection Repatriation Act of 1990 applies, all work in the vicinity shall immediately cease and the Permittee immediately notify the Corps. The Corps shall then notify the appropriate THPO(s) and SHPO. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or appropriate THPO(s), SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the appropriate THPO(s) and the Corps.

Further Information:

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
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1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

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

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

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

2. Limits of this authorization.

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

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

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

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

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

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

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

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

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

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

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

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


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

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

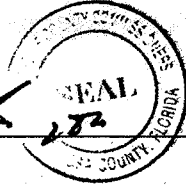
6. **Extensions:** General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give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

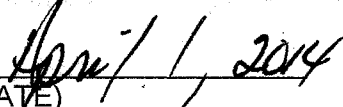
PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 9 of 11

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



(PERMITTEE)






(DATE)

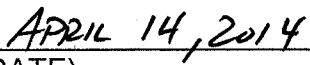


(PERMITTEE NAME-PRINTED)

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



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



(DATE)

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
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When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

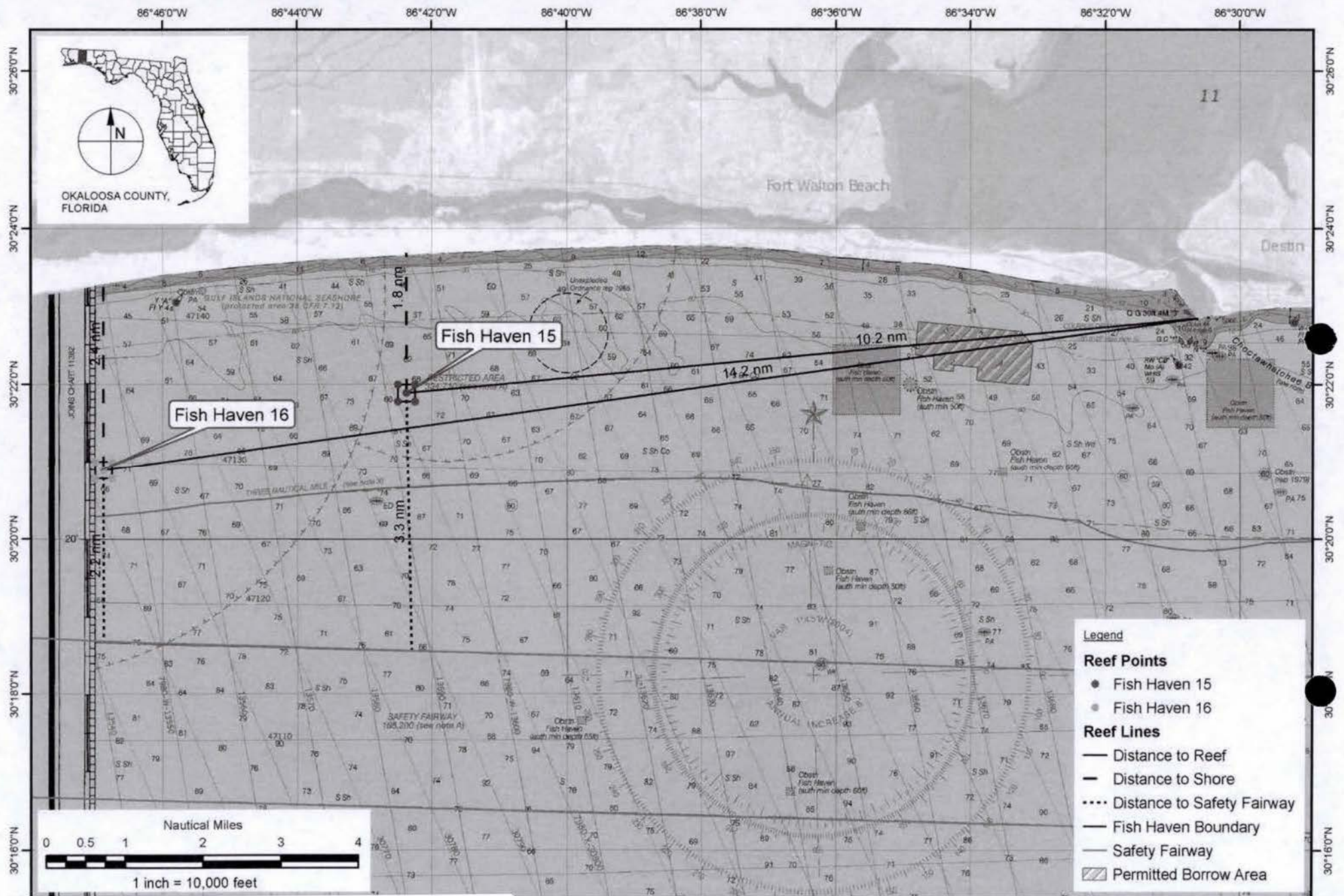
(ADDRESS)

(CITY, STATE, AND ZIP CODE)

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

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

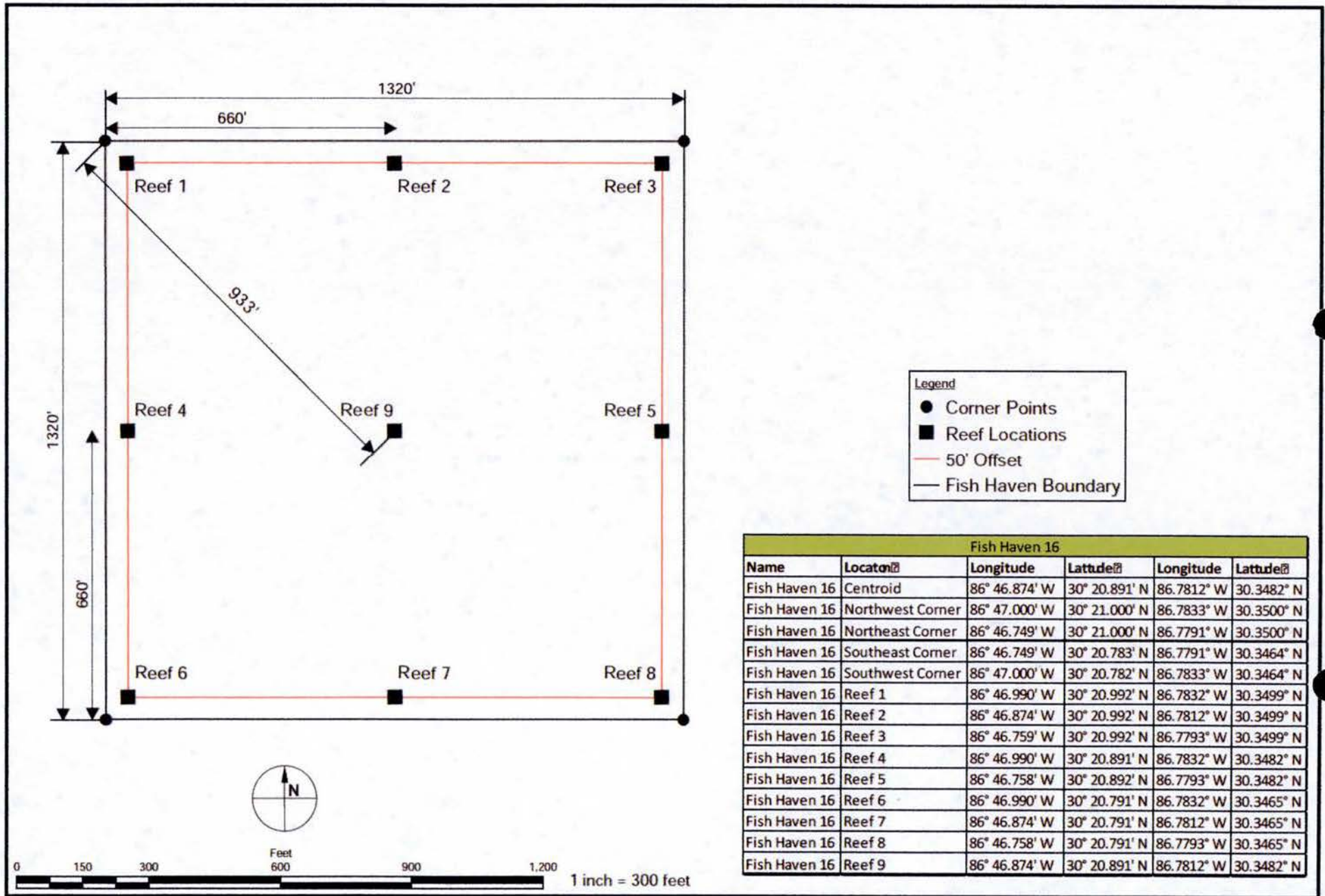
1. PERMIT DRAWINGS: Three (3) pages, dated 24 February 2014.
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 3 of this DA permit. Six (6) pages.
3. SEA TURTLE, SAWFISH AND STURGEON CONDITIONS: One (1)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



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

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

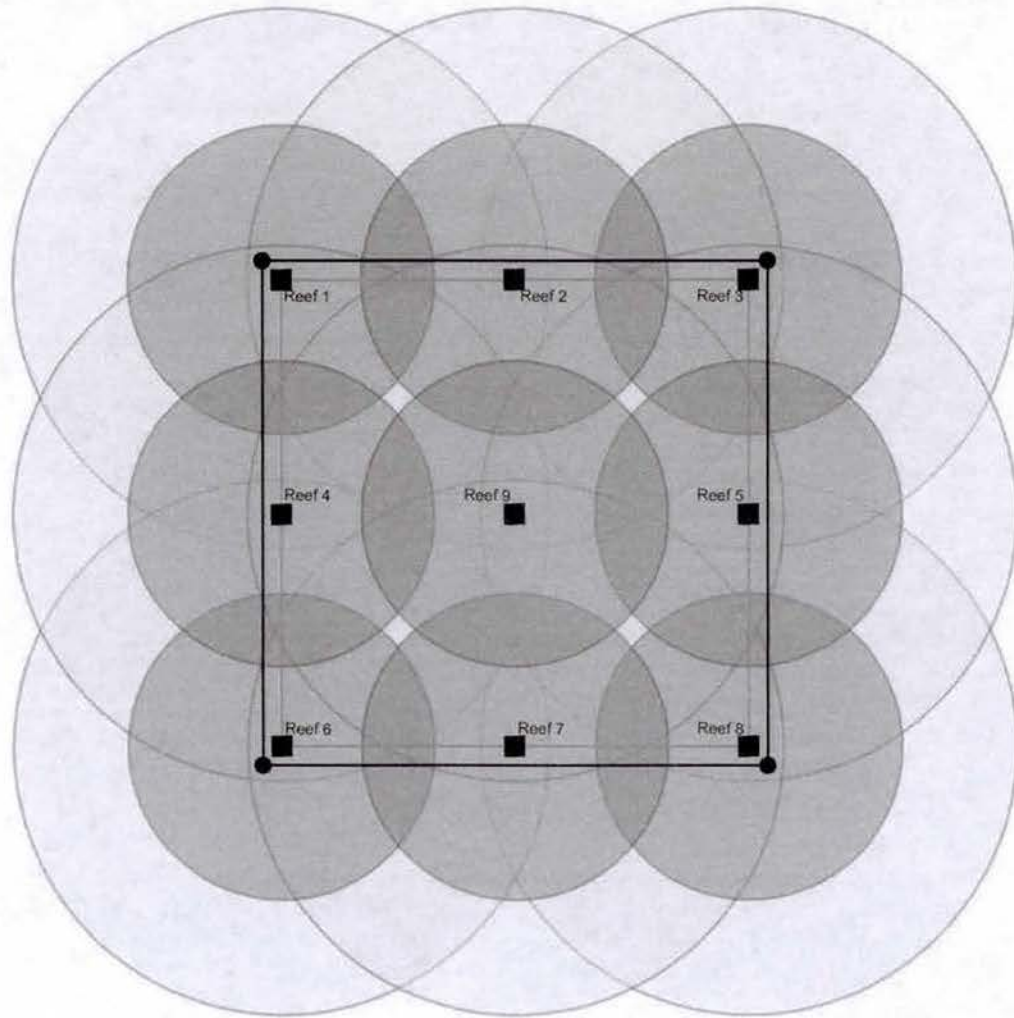
PROJECT	C2012-052	SEAL
DRAWN BY	PL	
SHEET	1 of 3	
DATE	OCT 2012	MATTHEW E. TRAMMELL P.E. # 68244
		DATE



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

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

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



Legend

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

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



Applicant: Okaloosa County BOCC
 File: 2012-03222 (SP-SWA)
 Date: 24 February 2014
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FIGURE 3
 TYPICAL FORAGING PRESSURE
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2012-052	SEAL	
DRAWN BY	PL		
SHEET	3 of 3		
DATE	NOV 2012	MATTHEW E. TRAMMELL P. E. # 88244	DATE



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

RICK SCOTT
GOVERNOR

JENNIFER CARROLL
I.T. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

January 25, 2013

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

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

Dear Okaloosa County Board of County Commissioners:

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

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

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

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

Authorization to use sovereignty submerged lands – Required

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

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

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

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

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

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

NOTICE OF RIGHTS OF SUBSTANTIALLY AFFECTED PERSONS

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

Petition for Administrative Hearing

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

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

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

Time Period for Filing a Petition

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

Noticed General Permit Qualification

Project Name: Okaloosa County Fish Haven 16

Permittee: Okaloosa County Board of County Commissioners

File Number: 46-0315102-001-EG

Page 3 of 6

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

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

Judicial Review

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

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

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

Executed in Escambia County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Elizabeth Mullins Orr
Program Administrator
Submerged Lands & Environmental
Resource Program

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

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

CERTIFICATE OF SERVICE

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

FILING AND ACKNOWLEDGMENT

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

Clerk

Date

Branchy Bass

1/25/2013



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

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

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

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

Revised: March 23, 2006

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



STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

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

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com



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

Background

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

Protected Species Identification Training

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

Vessel Strike Avoidance

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

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

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

Additional Requirements for the North Atlantic Right Whale

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

Injured or Dead Protected Species Reporting

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

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

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

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

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

NOAA Fisheries Service
Southeast Regional Office

263 13th Avenue South
St. Petersburg, FL 33701

Tel: (727) 824-5312

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

EXPLANATION SHEET FOR THE ARTIFICIAL REEF MATERIALS CARGO MANIFEST FORM

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

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

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

INSTRUCTIONS

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

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

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

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

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

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



FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION



US Army Corps
of Engineers

To Be Completed For Each Deployment Location or Date of Deployment

County or Municipality: _____

Date of Placement: _____

Grant No. FWC - _____
(if applicable)

U.S. Army Corps
Permit No.: _____

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

Name of Permitted Reef Site: _____

Location Name for This Deployment: _____

Latitude: _____ ° _____ ' North
Degrees minutes decimal minutes

Longitude: _____ ° _____ ' West
Degrees minutes decimal minutes

GPS Brand: _____ GPS Model number: _____

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

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

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

Primary Type of Material: _____ Number of Pieces: _____

Dimensions: _____

Secondary Type of Material: _____ Number of Pieces: _____

Dimensions: _____

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

Known weight of individual pieces

Trucking receipts

TOTAL TONNAGE FOR THIS DEPLOYMENT: _____

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

Observer's Name: _____
(PLEASE PRINT)

Title: _____
(PLEASE PRINT)

Observer's Signature: _____

Date: _____

Observer's Remarks: _____

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

Permittee's Staff Name: _____
(PLEASE PRINT)

Title: _____
(PLEASE PRINT)

Permittee's Staff Signature: _____

Date: _____

Local Tracking number _____ FWC Tracking number _____ Entered by _____ on _____ date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

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

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

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

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

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

Describe Mitigation completed (if applicable): _____

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

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

Signature of Permittee

Date



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

October 3, 2017

Pensacola Permits Section
SAJ-2014-00103 (SP-SWA)

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

Dear Applicant:

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 Enforcement Section of the Regulatory Division of the Jacksonville District at 41 North Jefferson Street, Suite 301, Pensacola, Florida 32502. The Enforcement Section 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 cursive script, appearing to read "Steve Anderson Jr.".

For Donald W. Kinard
Chief, Regulatory Division

Enclosures

DEPARTMENT OF THE ARMY PERMIT

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

Permit No: SAJ-2014-00103 (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 establish three ¼-statute mile square (40 acres) artificial reef deployment areas which would be referred to as "Fish Havens 17, 18, and 19". Material to be deployed would consist of clean concrete or rock, heavy gauge steel products (¼-inch thickness or greater), and prefabricated structures that are a mixture of clean concrete and heavy gauge steel. Additionally, there would be a deployment buffer of 25 feet on each side. The material to be deployed would have a maximum profile height of no more than 25 feet and would result in a minimum authorized depth of -43 feet at mean lower low water MLLW within Fish Haven 17, -38 feet at MLLW within Fish Haven 18 and -31 feet at MLLW within Fish Haven 19.

Project Location: The proposed reef sites would be located in the Gulf of Mexico, between 1.2 and 3.4 nautical miles offshore and between 1.2 and 4.0 nautical miles north of the Safety Fairway, off of Okaloosa County, Florida.

Approximate Coordinates:

Fish Haven 17	Latitude	Longitude
Centroid	30.3316°	-86.7812°
Northeast Corner	30.3334°	-86.7792°
Northwest Corner	30.3334°	-86.7833°
Southeast Corner	30.3298°	-86.7792°
Southwest Corner	30.3298°	-86.7833°

Fish Haven 18	Latitude	Longitude
Centroid	30.3648°	-86.7312°
Northeast Corner	30.3667°	-86.7291°
Northwest Corner	30.3667°	-86.7333°
Southeast Corner	30.3630°	-86.7291°
Southwest Corner	30.3630°	-86.7333°

Fish Haven 19	Latitude	Longitude
Centroid	30.3732°	-86.5976°
Northeast Corner	30.3750°	-86.5958°
Northwest Corner	30.3750°	-86.6000°
Southeast Corner	30.3714°	-86.5958°
Southwest Corner	30.3714°	-86.6000°

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **June 7, 2027**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

PERMIT NUMBER: SAJ-2014-00103 (SP-SWA)
PERMITTEE: Okaloosa BOCC
PAGE 3 of 13

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 Addresses:** The Permittee shall reference this permit number, SAJ-2014-00103, on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

- a. U.S. Army Corps of Engineers
41 North Jefferson Street, Suite 301
Pensacola, FL 32502

or by email at CESAJ-ComplyDocs@usace.army.mil

- b. National Oceanic and Atmospheric Administration
Marine Chart Division
Office of Coast Survey, N/CS26, Sta. 7317
1315 East-West Highway
Silver Springs, MD 20910-3282

or email at ocs.ndb@noaa.gov

- c. Commander, U.S. Coast Guard (USCG)
8th Coast Guard District
Hale Boggs Federal Building
500 Poydras Street
New Orleans, LA 70130
- d. Florida Fish and Wildlife Conservation Commission
Artificial Reef Program
620 S. Meridian Street, Box 4B2
Tallahassee, Florida 32399

PERMIT NUMBER: SAJ-2014-00103 (SP-SWA)
PERMITTEE: Okaloosa BOCC
PAGE 4 of 13

Or email at artificialreefdeployments@MyFWC.com

2. Initial Agency Notification: The Permittee shall provide to the U.S. Army Corps of Engineers (Corps), National Oceanic and Atmospheric Administration (NOAA), and U.S. Coast Guard (USCG) written notification of the planned deployment start date at least 2 weeks prior to the initial deployment on the authorized artificial reef site.

3. Endangered Species: The permittee agrees to comply with all of the activity specific Project Design Criteria (PDCs) listed in the National Marine Fisheries Service's (NMFS) Statewide Programmatic Biological Opinion (SWPBO), dated December 4, 2015. Failure to comply with these conditions could result in enforcement action by the Corps and/or NMFS.

4. Right Whale Protection: It is illegal to approach within 500 yards of a right whale by vessel, aircraft, or any other means (50 CFR 224.103 (c)). Any vessel finding itself within 500 yards of a right whale must depart immediately at a slow speed.

5. Species reporting: Any collision(s) with and/or injuries to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (727-824-5312) or by email to takereport.nmfs@noaa.gov and CESAJ-ComplyDocs@usace.army.mil. Sea turtle and marine mammal stranding/rescue organizations' contact information is available by region at <http://www.nmfs.noaa.gov/pr/health/networks.htm>. Smalltooth sawfish encounters shall be reported to <http://www.flmnh.ufl.edu/fish/sharks/sawfish/sawfishencounters.html>.

*Failure to report take of a federally listed threatened or endangered species may lead to suspension, revocation, or modification of this authorization. (From Section 3(18) of the Federal Endangered Species Act: The term 'take' means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct.)

6. Reef Materials: Reef materials shall be clean and free from asphalt, creosote, petroleum, other hydrocarbons and toxic residues, loose free-floating material or other deleterious substances.

7. Assessment of bottom conditions: No artificial reef materials shall be deployed until an assessment of the bottom conditions has been accomplished by diver or submersible video camera. The inspection of the deployment area may occur at the time of deployment but no more than 1 year prior to deployment.

8. Protection of adjacent resources: The permittee shall maintain a deployment buffer of at least 500 feet from any submerged aquatic resources including seagrasses, macroalgae, hard or soft coral, sponges, oysters, hard bottom, or areas where there are unique or unusual concentrations of bottom-dwelling marine organisms.

9. Size of reef materials: No individual reef unit or module will weigh less than 500 pounds (lb). Reef materials shall be clean and free from asphalt, petroleum, other hydrocarbons and toxic residues, as well as loose, free-floating material, or other deleterious substances. All artificial reef materials and/or structures will be selected, designed, constructed, and deployed to create stable and durable marine habitat.

10. Authorized Reef Materials: The Permittee shall deploy only the following authorized reef materials: clean concrete or rock, heavy gauge steel products ($\frac{1}{4}$ -inch thickness or greater), and prefabricated structures that are a mixture of clean concrete and heavy gauge steel.

11. Reef structures, materials, and installation methods shall be designed and deployed to prevent entanglement and entrapment of listed species. The use of open-bottom structures is not authorized unless the structure has at least a 3-ft opening at the top of the structure for turtles to escape.

12. Reef Parameters: The Permittee shall deploy all reef materials within the buffer boundary as defined on attached permit drawings. A minimum clearance of -43 feet at MLLW within Fish Haven 17, -38 feet at MLLW within Fish Haven 18 and -31 feet at MLLW within Fish Haven 19 shall be maintained.

13. Violation of Reef Parameters Notification: In the event reef material is deployed in a location or manner contrary to the Reef Parameters Special Condition, the Permittee shall immediately notify the USCG Station and provide information as requested by the station. The Permittee shall notify NOAA, USCG and Corps in writing within 24 hours of the occurrence. At a minimum the written notification shall explain how the deployed material exceeds the authorized reef parameters, a description of the material, a description of the vessel traffic in the area, the deployment location in nautical miles at compass bearing from obvious landmarks, the location of the unauthorized material in latitude and longitude coordinates (degree, minute, decimal minute format to the third decimal place), and the water depth above the material from MLW. The document will list the information provided by telephone to the USCG as noted above and include the time of the call and the name of the USCG personnel receiving the information.

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

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

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

17. 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

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Permittee will be required, upon due notice from the Corps, 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.

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

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21. Cultural Resources/Historic Properties:

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

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

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in

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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.

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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



(PERMITTEE)




9/7/17

(DATE)

Carolyn N. Ketchel, Chairman
Okaloosa County Board of County Commissioners

(PERMITTEE NAME-PRINTED)

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



(DISTRICT ENGINEER)

for Jason A. Kirk, P.E.
Colonel, U.S. Army
District Commander

3 October 2017

(DATE)

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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)

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***Attachments to Department of the Army
Permit Number SAJ-2014-00103***

1. PERMIT DRAWINGS: Seven (7) pages, dated June 1, 2017.
2. SEA TURTLE, SAWFISH AND STURGEON CONDITIONS: One (1) page.
3. MANATEE CONDITIONS: One (1) page.
4. FLORIDA ARTIFICIAL REEF MATERIALS CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION FORM: Two (2) pages.
5. FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION FORM: One (1) page.
6. VESSEL STRIKE AVOIDANCE MEASURES: Two (2) pages.
7. SELF-CERTIFICATION FORM: One (1) page.



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

October 3, 2017

Pensacola Permits Section
SAJ-2014-00103 (SP-SWA)

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

Dear Applicant:

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 Enforcement Section of the Regulatory Division of the Jacksonville District at 41 North Jefferson Street, Suite 301, Pensacola, Florida 32502. The Enforcement Section 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 cursive script, appearing to read "Steve Anderson Jr.", written in black ink.

For Donald W. Kinard
Chief, Regulatory Division

Enclosures

DEPARTMENT OF THE ARMY PERMIT

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

Permit No: SAJ-2014-00103 (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 establish three ¼-statute mile square (40 acres) artificial reef deployment areas which would be referred to as "Fish Havens 17, 18, and 19". Material to be deployed would consist of clean concrete or rock, heavy gauge steel products (¼-inch thickness or greater), and prefabricated structures that are a mixture of clean concrete and heavy gauge steel. Additionally, there would be a deployment buffer of 25 feet on each side. The material to be deployed would have a maximum profile height of no more than 25 feet and would result in a minimum authorized depth of -43 feet at mean lower low water MLLW within Fish Haven 17, -38 feet at MLLW within Fish Haven 18 and -31 feet at MLLW within Fish Haven 19.

Project Location: The proposed reef sites would be located in the Gulf of Mexico, between 1.2 and 3.4 nautical miles offshore and between 1.2 and 4.0 nautical miles north of the Safety Fairway, off of Okaloosa County, Florida.

Approximate Coordinates:

Fish Haven 17	Latitude	Longitude
Centroid	30.3316°	-86.7812°
Northeast Corner	30.3334°	-86.7792°
Northwest Corner	30.3334°	-86.7833°
Southeast Corner	30.3298°	-86.7792°
Southwest Corner	30.3298°	-86.7833°

Fish Haven 18	Latitude	Longitude
Centroid	30.3648°	-86.7312°
Northeast Corner	30.3667°	-86.7291°
Northwest Corner	30.3667°	-86.7333°
Southeast Corner	30.3630°	-86.7291°
Southwest Corner	30.3630°	-86.7333°

Fish Haven 19	Latitude	Longitude
Centroid	30.3732°	-86.5976°
Northeast Corner	30.3750°	-86.5958°
Northwest Corner	30.3750°	-86.6000°
Southeast Corner	30.3714°	-86.5958°
Southwest Corner	30.3714°	-86.6000°

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **June 7, 2027**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

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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 Addresses:** The Permittee shall reference this permit number, SAJ-2014-00103, on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

- a. U.S. Army Corps of Engineers
41 North Jefferson Street, Suite 301
Pensacola, FL 32502

or by email at CESAJ-ComplyDocs@usace.army.mil

- b. National Oceanic and Atmospheric Administration
Marine Chart Division
Office of Coast Survey, N/CS26, Sta. 7317
1315 East-West Highway
Silver Springs, MD 20910-3282

or email at ocs.ndb@noaa.gov

- c. Commander, U.S. Coast Guard (USCG)
8th Coast Guard District
Hale Boggs Federal Building
500 Poydras Street
New Orleans, LA 70130
- d. Florida Fish and Wildlife Conservation Commission
Artificial Reef Program
620 S. Meridian Street, Box 4B2
Tallahassee, Florida 32399

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Or email at artificialreefdeployments@MyFWC.com

2. Initial Agency Notification: The Permittee shall provide to the U.S. Army Corps of Engineers (Corps), National Oceanic and Atmospheric Administration (NOAA), and U.S. Coast Guard (USCG) written notification of the planned deployment start date at least 2 weeks prior to the initial deployment on the authorized artificial reef site.

3. Endangered Species: The permittee agrees to comply with all of the activity specific Project Design Criteria (PDCs) listed in the National Marine Fisheries Service's (NMFS) Statewide Programmatic Biological Opinion (SWPBO), dated December 4, 2015. Failure to comply with these conditions could result in enforcement action by the Corps and/or NMFS.

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PERMITTEE: Okaloosa BOCC
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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.

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PAGE 9 of 13

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

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

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

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

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

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

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

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

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

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

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

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

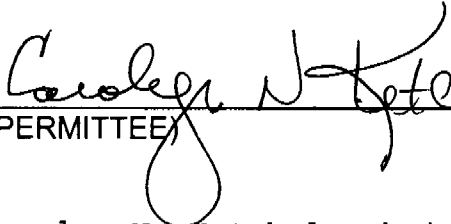
PERMIT NUMBER: SAJ-2014-00103 (SP-SWA)
PERMITTEE: Okaloosa BOCC
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certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

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

PERMIT NUMBER: SAJ-2014-00103 (SP-SWA)
PERMITTEE: Okaloosa BOCC
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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



(PERMITTEE)




9/7/17

(DATE)

Carolyn N. Ketchel, Chairman
Okaloosa County Board of County Commissioners

(PERMITTEE NAME-PRINTED)

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



(DISTRICT ENGINEER)

for Jason A. Kirk, P.E.
Colonel, U.S. Army
District Commander

3 October 2017

(DATE)

PERMIT NUMBER: SAJ-2014-00103 (SP-SWA)
PERMITTEE: Okaloosa BOCC
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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-2014-00103 (SP-SWA)
PERMITTEE: Okaloosa BOCC
PAGE 13 of 13

***Attachments to Department of the Army
Permit Number SAJ-2014-00103***

1. PERMIT DRAWINGS: Seven (7) pages, dated June 1, 2017.
2. SEA TURTLE, SAWFISH AND STURGEON CONDITIONS: One (1) page.
3. MANATEE CONDITIONS: One (1) page.
4. FLORIDA ARTIFICIAL REEF MATERIALS CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION FORM: Two (2) pages.
5. FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION FORM: One (1) page.
6. VESSEL STRIKE AVOIDANCE MEASURES: Two (2) pages.
7. SELF-CERTIFICATION FORM: One (1) page.

APPENDIX B
BOTTOM SURVEY REPORT

SKC, LLC
96 YACHT CLUB DR. #4
FORT WALTON BEACH, FL. 32548
850.225.1478

February. 29th, 2012

Scott R. Henson
Artificial Reef Program Manager
Okaloosa County
1759 South Ferdon Blvd.
Crestview Florida 32536

Fish Haven 13 and Fish Haven 14 Site Surveys

On Feb. 28th, 2012, underwater surveys for the two proposed artificial reef sites, Fish Haven 13 and Fish Haven 14, were conducted. The survey was requested by Mr. Scott Henson, Okaloosa County Artificial Reef Program Manager, to support the County permit applications for the subject sites. The vessel utilized by the dive crew was the *Intrepid One*. Visibility was estimated to be 60 feet on both sites. No current on the bottom was noted and water temperature. was 62 degrees.

The survey methodology employed at both sites was identical and consisted of the following activities:

- Buoys were deployed at the center coordinates provided by the County for each of the two sites as follows:
 - 30° 21.391' N / 86° 32.876' W– Fish Haven #13 Centroid
 - 30° 21.141' N/ 86° 36.874' W – Fish Haven #14 Centroid
- Two divers using Self contained Breathing Apparatus (SCUBA) descended to the bottom - one of the divers using an underwater scooter while the other diver carried the underwater video.
- The diver with the camera swam a circular grid pattern beginning at the buoy anchor out to approximately 100'. The diver with the scooter proceeded swam a random pattern to a distance of approximately 300'.
- The diver on the scooter stopped randomly to compare the sediment for inconsistencies with sediment characteristics observed at the centerpoint.
- Survey grid transects were completed in each of the four cardinal directions, elevated off the bottom approximately 10'.

Fish Haven #13

Observations of the substrate were unremarkable when compared to the sand formation characteristic of the seafloor in waters offshore from Northwest Florida counties. No samples were collected for verification but the sandy formation appears ideal habitat for micro-algae and bacteria documented to thrive in this environment. No attached sessile organisms or limestone formations (hardbottom) were observed at this site during the survey. The water depth varied from 69-72 feet.

The following motile organisms were observed:

Sand dollars (*Clypeater subdepressus*)

Gray sandstar (*Luidia clathrata*)

Fish Haven #14

Observations of the substrate were unremarkable when compared to the sand formation characteristic of the seafloor in waters offshore from Northwest Florida counties. No samples were collected for verification but the sandy formation appears ideal habitat for micro-algae and bacteria documented to thrive in this environment. No attached sessile organisms or limestone formations were observed. The water depth varied from 74-76 feet.

The following organisms were observed:

Sand dollars (*Clypeater subdepressus*)

Gray sandstar (*Luidia clathrata*)

Pearly razorfish (*Xyrichtys novacula*)

Fathometer Survey

An additional fathometer survey was conducted across both sites. No anomalies were indicated within the perimeter of either site. There were no anomalies indicating the potential for hard bottom.

The sites, Fish Haven 13 and Fish Haven 14, proposed for the two artificial reef permits are located within State waters off the northwestern coast of Florida. It is well documented that this region has the lowest concentration of naturally occurring hard bottom habitat in the state. There were no features observed during either the bottom surveys or the fathometer surveys that indicated the presence of natural or man-made structures. Marine organisms observed are common inhabitants of the benthic profile for the region. Historical placement of material on this substrate within the vicinity of Fish Haven 13 and Fish Haven 14, has shown that a wide variety of marine species will propagate rapidly with the introduction of habitat including species of commercial and recreational importance.

Mark Christy

Mchristy47@gmail.com

850.225.1478

SKC, LLC

96 YACHT CLUB DR. #4

FORT WALTON BEACH, FL. 32548

850.225.1478

Jan. 21st, 2013

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

Method: D/V Intrepid 1, Garmin 42132

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

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

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

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

Fish Haven #15

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

The following motile organisms were observed:

Hundreds of sand dollars (*Clypeaster subdepressus*)

Many pearly razorfish (*Xyrichtys novacula*)

Many beaded sea stars (*Astropecten articulatus*)

Fish Haven #16

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

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

Mark Christy

Mchristy47@gmail.com

850.225.1478

Okaloosa County Artificial Reef Bottom Investigations Fish Haven #17, #18, and #19

Overview

Okaloosa County has a limited number of artificial reefs in the waters offshore of its shoreline. The County now plans to expand its reef program with three ¼-nautical mile square artificial reef areas (Fish Havens). These reefs will receive materials from public agencies only.

The proposed Okaloosa County Fish Haven 17 (FH17), Fish Haven 18 (FH18), and Fish Haven 19 (FH19) sites comprise three ¼-nautical mile (1,519 ft x 1,519 ft) areas located approximately 3.4, 1.7, and 1.2 nautical miles offshore of Okaloosa County in the state waters of the Gulf of Mexico (Figures 1 – 4). The County intends to construct up to nine separate artificial reefs in each Fish Haven area in depths ranging from about 60 – 75 ft below mean lower low water (MLLW). Figures 2 – 4 provide location information for the proposed fish havens and the individual reef sites.

Permit Requirements

Okaloosa County is currently seeking authorization for the proposed FH17, FH18, and FH19 artificial reef sites through the Florida Department of Environmental Protection (FDEP) Submerged Lands and Environmental Resources Program (SLERP). Section 62-330.600 of the Florida Administrative Code (FAC) provides authorization for the proposed activity through a noticed general permit. The County demonstrates that the proposed project meets the requirements of 62-330.600 FAC in the attached permit application package. This document fulfills the requirement specified by 62-330.600(2)(a) FAC. Specifically, this condition states:

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

Desktop Investigations

Prior to performing the bottom survey of the proposed artificial reef sites, Taylor Engineering performed detailed desktop analyses during the artificial reef siting process to ensure the proposed sites would not impact submerged resources. These investigations included review of navigation charts (documenting natural and artificial reef areas and average bottom depths) and recent ecological maps/surveys. Based on these investigations, Taylor Engineering determined that site conditions (e.g., depth, etc.) would not support seagrasses or shellfish communities, and no other natural resources had been documented within the proposed areas. In addition, Taylor Engineering made request to the Florida State Historic Preservation Office (SHPO) to inquire whether there were any recorded archeological resources within the proposed reef locations. The results of the request (included within the permit application) showed that no previously recorded archeological sites or standing structures were found within a 1-mile radius of the proposed sites.

Field Investigations

Taylor Engineering performed the following field investigations to verify that the proposed artificial reef sites do not contain hardbottom or corals.

1. Survey transects of the proposed ¼-nautical mile artificial reef sites. Three survey transects, running north-south and above the nine individual reef sites, within the ¼-nautical mile and extending 200 ft north and south, were surveyed (Figures 2 – 4). Surveyors used a standard fathometer (e.g., fish finder) to document any abrupt bottom changes or vertical relief over 0.5 – 1 ft. The survey transects were obtained by a vessel traveling at 4 – 5 knots. Average water depth at the individual reef sites, abrupt bathymetry changes, changes in bottom reflection, and any fish signatures on the fathometer were recorded. Field observation procedures required areas of abrupt change in depth or display of fish signature be marked on an on-board GPS system and later investigated with an underwater camera.
2. Underwater videography of bottom conditions within the proposed artificial reef sites. Surveyors obtained video imagery of the bottom substrate by lowering an underwater camera near the artificial reef site centroid. The topside vessel was slowly maneuvered in a small (40- to 50-ft diameter) and large (150- to 400-ft diameter) circles to document the bottom conditions surrounding the centroid. The average water depth, observed bottom conditions, and organisms were recorded. The depth of the camera off the bottom varied to provide both narrower and broader perspectives of the proposed reef site and bottom substrate. Near the end of each video, observers lowered the camera to the bottom to provide a detailed view of the substrate.

Field Results

Taylor Engineering conducted the field investigation December 18, 2013. This section documents the field observations at FH17, FH18, and FH19. Digital files of the underwater video documenting the bottom conditions at each of the proposed fish havens are included on the attached CD.

Fish Haven #17

The survey transects at FH17 began at approximately 11:14 am and the underwater video collection began at approximately 11:54 am. Conditions during the FH17 investigations included 10 – 15 mph northeasterly winds, clear skies, 2 foot seas, and good water clarity ranging from 20 – 30 feet depending on the vertical location (clearer near the surface). Table 1 summarizes the survey transects and average depth at each of the individual reefs. All transects showed gradual bathymetry changes. No abrupt changes in bathymetry, changes in bottom reflection, or fish signatures were observed during the surveys.

Table 1 Fish Haven #17 survey transects and water depths.

Transect 1	Transect 2	Transect 3
North → South	North ← South	North → South
Reef 1 (-68 ft)	Reef 2 (-70 ft)	Reef 3 (-67 ft)
Reef 4 (-69 ft)	Reef 5 (-70 ft)	Reef 6 (-68 ft)
Reef 7 (-67 ft)	Reef 8 (-69 ft)	Reef 9 (-71 ft)

Beginning at approximately 11:54 am, surveyors lowered the underwater video camera to the bottom near the proposed reef site centroid and slowly towed the camera in small (40- to 50-ft diameter) and large (150- to 400-ft diameter) circles around this point. During the video collection, a few starfish and sandollars were observed. Review of the video file indicates substrate conditions consisting of unvegetated sand with no evidence of hardbottom or coral communities.

Fish Haven #18

The survey transects at FH18 began at approximately 9:07 am and the underwater video collection began at approximately 10:28 am. Site conditions during the FH18 investigations included 10 – 15 mph northeasterly winds, clear skies, 1 – 2 foot seas, and good water clarity (20 – 30 feet) depending on the vertical location (clearer near the surface). Table 2 summarizes the survey transects and average depth at each of the individual reefs. All transects showed gradual bathymetry changes. No abrupt changes in bathymetry, changes in bottom reflection, or fish signatures were observed during the surveys.

Table 2 Fish Haven #18 survey transects and water depths.

Transect 1		Transect 2		Transect 3	
North →	South	North ←	South	North →	South
Reef 1 (-63 ft)		Reef 2 (-64 ft)		Reef 3 (-64 ft)	
Reef 4 (-62 ft)		Reef 5 (-64 ft)		Reef 6 (-64 ft)	
Reef 7 (-61 ft)		Reef 8 (-62 ft)		Reef 9 (-62 ft)	

Beginning at approximately 10:28 am, surveyors lowered the underwater video camera to the bottom near the proposed reef site centroid and slowly towed the camera in small (40- to 50-ft diameter) and large (150- to 400-ft diameter) circles around this point. During the video collection, a few starfish and sand dollars were observed. Review of the video file indicates substrate conditions consisting of unvegetated sand with no evidence of hardbottom or coral communities.

Fish Haven #19

The survey transects at FH19 began at approximately 12:49 pm and the underwater video collection began at approximately 1:10 pm. Site conditions during the FH19 investigations included 5 – 10 mph northeasterly winds, clear skies, 0 – 1 foot seas, and good water clarity (10 – 20 feet) depending on the vertical location (clearer near the surface). Table 2 summarizes the survey transects and average depth at each of the individual reefs. All transects showed gradual bathymetry changes. No abrupt changes in bathymetry, changes in bottom reflection, or fish signatures were observed during the surveys.

Table 2 Fish Haven #19 survey transects and water depths.

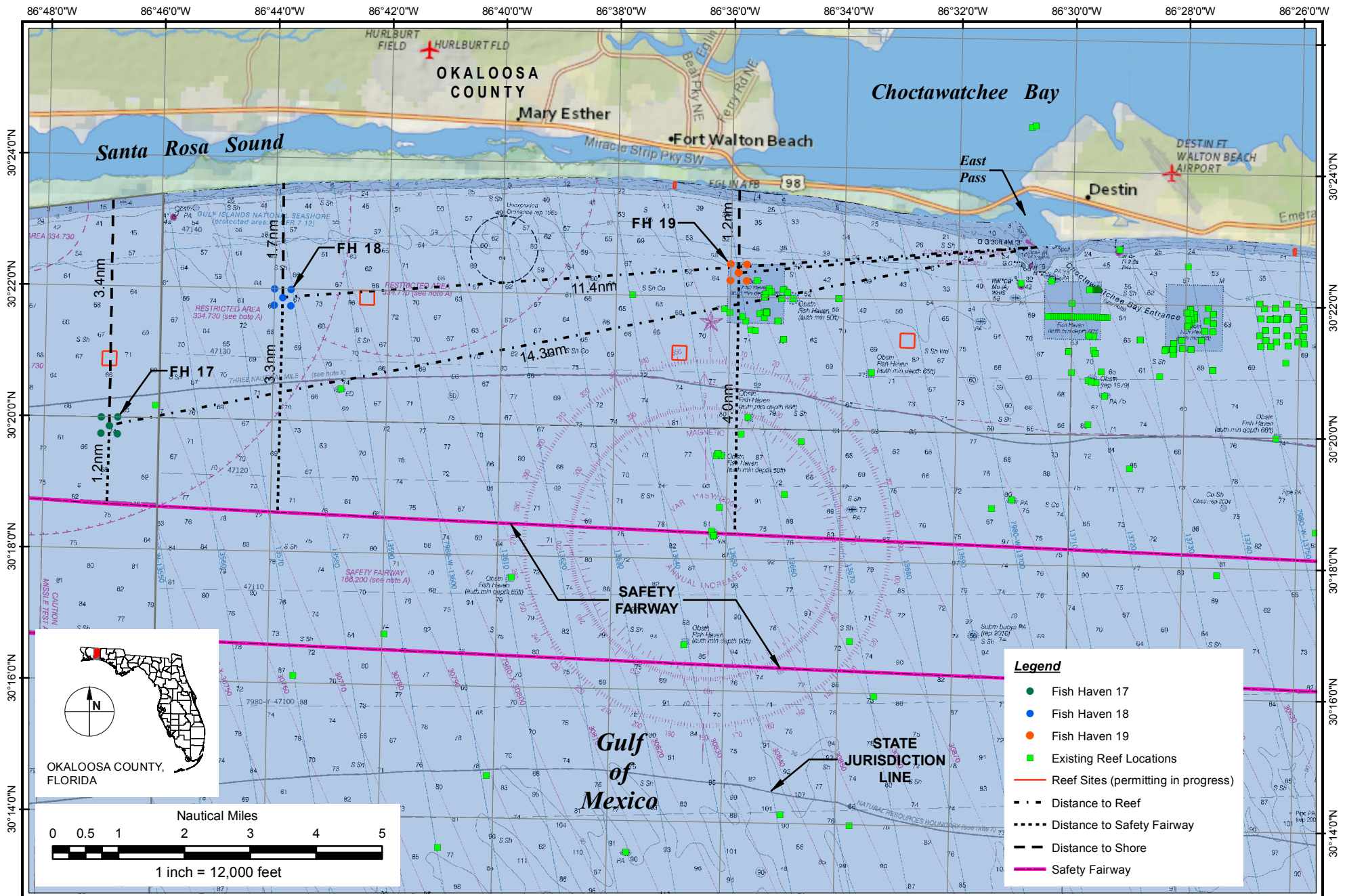
Transect 1		Transect 2		Transect 3	
North →	South	North ←	South	North →	South
Reef 1 (-60 ft)		Reef 2 (-62 ft)		Reef 3 (-63 ft)	
Reef 4 (-63 ft)		Reef 5 (-65 ft)		Reef 6 (-66 ft)	
Reef 7 (-63 ft)		Reef 8 (-65 ft)		Reef 9 (-67 ft)	

Beginning at approximately 1:09 pm, surveyors lowered the underwater video camera to the bottom near the proposed reef site centroid and slowly towed the camera in small (40- to 50-ft diameter) and large (150- to 400-ft diameter) circles around this point. During the video collection, a few starfish and sand dollars were observed. Review of the video file indicates substrate conditions consisting of unvegetated sand with no evidence of hardbottom or coral communities.

Conclusion

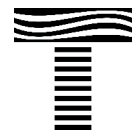
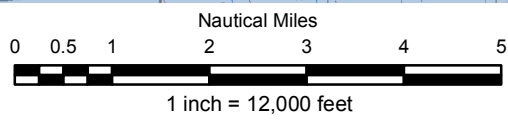
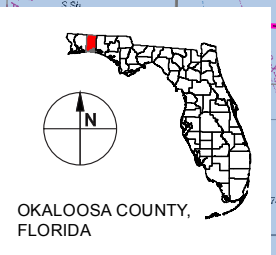
Taylor Engineering performed numerous desktop and field investigations to determine whether the proposed artificial reef sites contained submerged resources (seagrasses, hardbottom, corals, etc.). Desktop investigations (included within the permit application package) concluded the existing conditions (i.e., water depths) are unfavorable to support seagrass and shellfish communities. These desktop analyses also concluded that there was no record of mapped archeological sites, hardbottom, corals, or other submerged resources within the proposed artificial reef sites.

To verify the desktop investigations and meet the bottom survey requirements of 62-330.600 FAC, Taylor Engineering performed fathometer surveys and obtained video footage of the bottom substrate within the proposed sites. Three fathometer transects were performed over each of the individual reef sites within the proposed reef areas and an underwater camera was lowered near the centroid of the proposed reef site to record the bottom conditions. The survey transects at FH17, FH18, and FH19 showed no abrupt bathymetry changes, changes in bottom reflection, or any fish signatures. These results indicate a relatively flat bottom with gradual bathymetry change and no hardbottom outcrops or ledges and minimal fish communities. The underwater video showed sandy substrate near the reef centroid with some benthic organisms (e.g., starfish and sand dollars) and minimal fish present. The field investigations support the findings of the desktop analyses that indicated bottom conditions within FH17, FH18, and FH19 are devoid of submerged resources including seagrass, shellfish, hardbottom, and coral communities. These investigations provide reasonable assurance that the proposed artificial reefs sites meet the conditions of 62-3330.600 FAC and provide suitable locations for deployment of artificial reef material.



Legend

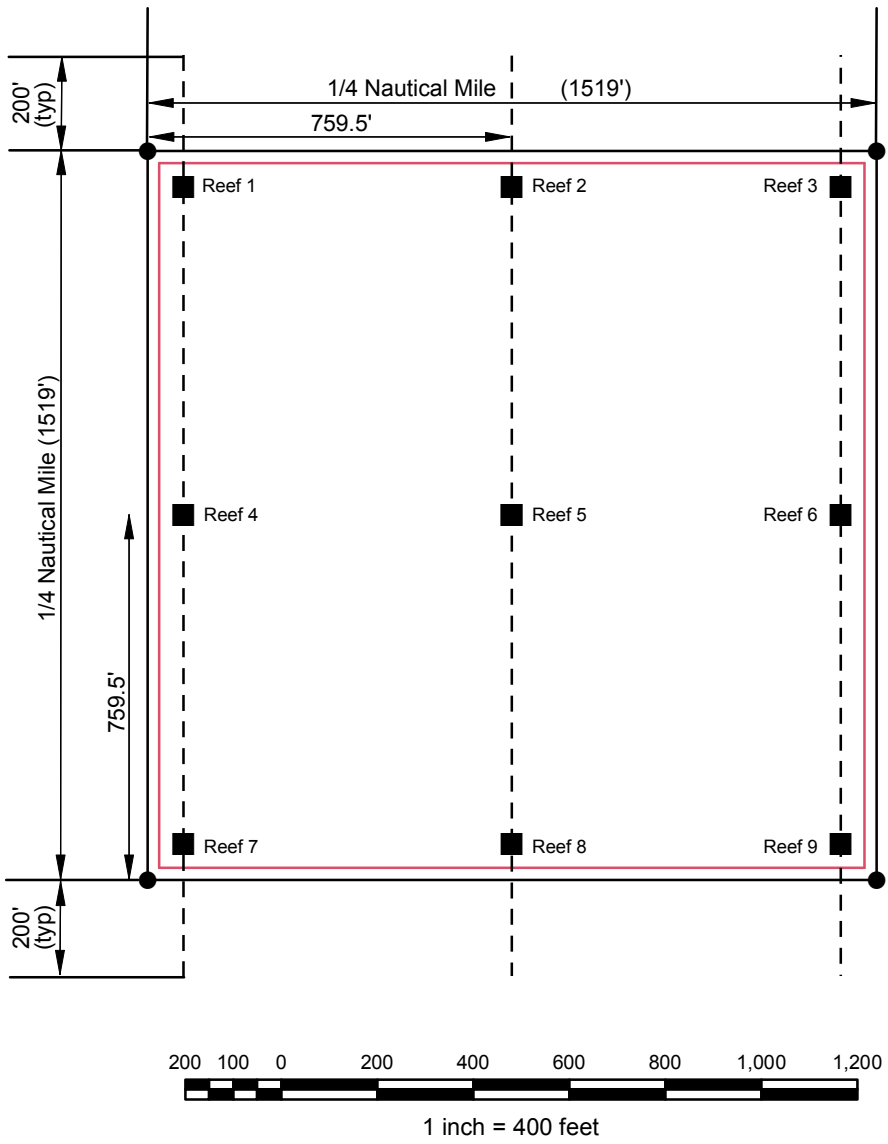
- Fish Haven 17
- Fish Haven 18
- Fish Haven 19
- Existing Reef Locations
- Reef Sites (permitting in progress)
- - - Distance to Reef
- Distance to Safety Fairway
- Distance to Shore
- Safety Fairway



Taylor Engineering Inc.
 1221 Airport Road, Suite 210
 Destin, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

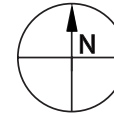
FIGURE 1
 BOTTOM SURVEY OVERVIEW
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2013-051	SEAL
DRAWN BY	PL	
SHEET	1 of 4	
DATE	OCT 2013	MATTHEW E. TRAMMELL P.E. # 69244
		DATE



Notes:

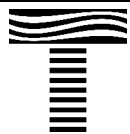
1. Transects extend a minimum of 200' beyond the Fish Haven Boundary.



Legend

- Reef Area Corner Points
- Individual Reef Locations
- Reef Area Boundary
- - - Site Survey Transect Lines
- 25' Buffer

Fish Haven 17				
Location	Longitude	Latitude	Longitude	Latitude
Centroid	86° 46.855' W	30° 19.875' N	86.7809° W	30.3312° W
Northeast Corner	86° 46.711' W	30° 20.000' N	86.7785° W	30.3333° W
Northwest Corner	86° 47.000' W	30° 20.000' N	86.7833° W	30.3333° W
Southeast Corner	86° 46.711' W	30° 19.749' N	86.7785° W	30.3292° W
Southwest Corner	86° 47.000' W	30° 19.749' N	86.7833° W	30.3292° W
Reef 1	86° 46.986' W	30° 19.988' N	86.7831° W	30.3331° W
Reef 2	86° 46.855' W	30° 19.988' N	86.7809° W	30.3331° W
Reef 3	86° 46.725' W	30° 19.988' N	86.7788° W	30.3331° W
Reef 4	86° 46.986' W	30° 19.875' N	86.7831° W	30.3312° W
Reef 5	86° 46.855' W	30° 19.875' N	86.7809° W	30.3312° W
Reef 6	86° 46.725' W	30° 19.875' N	86.7788° W	30.3312° W
Reef 7	86° 46.986' W	30° 19.762' N	86.7831° W	30.3294° W
Reef 8	86° 46.855' W	30° 19.762' N	86.7809° W	30.3294° W
Reef 9	86° 46.725' W	30° 19.762' N	86.7788° W	30.3294° W



Taylor Engineering Inc.
 1221 Airport Road, Suite 210
 Destin, FL 32541

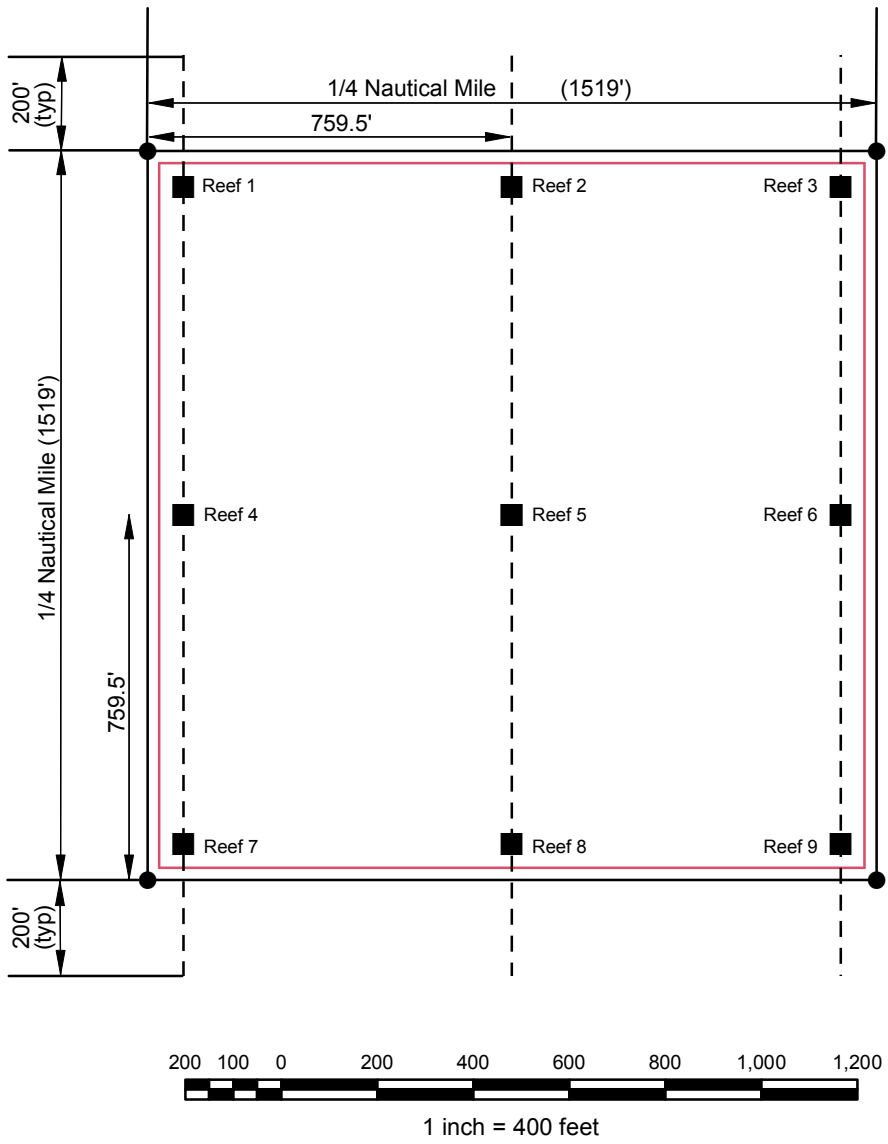
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
 FISH HAVEN 17
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2013-051	SEAL
DRAWN BY	PL	
SHEET	2 of 4	
DATE	DEC 2013	

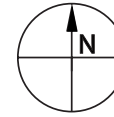
MATTHEW E. TRAMMELL P.E. # 69244

DATE



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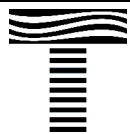
1. Transects extend a minimum of 200' beyond the Fish Haven Boundary.



Legend

- Reef Area Corner Points
- Individual Reef Locations
- Reef Area Boundary
- - - Site Survey Transect Lines
- 25' Buffer

Fish Haven 18				
Location	Longitude	Latitude	Longitude	Latitude
Centroid	86° 43.855' W	30° 21.875' N	86.7309° W	30.3646° N
Northeast Corner	86° 43.711' W	30° 22.000' N	86.7285° W	30.3667° N
Northwest Corner	86° 44.000' W	30° 22.000' N	86.7333° W	30.3667° N
Southeast Corner	86° 43.711' W	30° 21.749' N	86.7285° W	30.3625° N
Southwest Corner	86° 44.000' W	30° 21.749' N	86.7333° W	30.3625° N
Reef 1	86° 43.986' W	30° 21.988' N	86.7331° W	30.3665° N
Reef 2	86° 43.855' W	30° 21.988' N	86.7309° W	30.3665° N
Reef 3	86° 43.725' W	30° 21.988' N	86.7288° W	30.3665° N
Reef 4	86° 43.986' W	30° 21.875' N	86.7331° W	30.3646° N
Reef 5	86° 43.855' W	30° 21.875' N	86.7309° W	30.3646° N
Reef 6	86° 43.725' W	30° 21.875' N	86.7288° W	30.3646° N
Reef 7	86° 43.986' W	30° 21.762' N	86.7331° W	30.3627° N
Reef 8	86° 43.855' W	30° 21.762' N	86.7309° W	30.3627° N
Reef 9	86° 43.725' W	30° 21.762' N	86.7288° W	30.3627° N



Taylor Engineering Inc.
 1221 Airport Road, Suite 210
 Destin, FL 32541

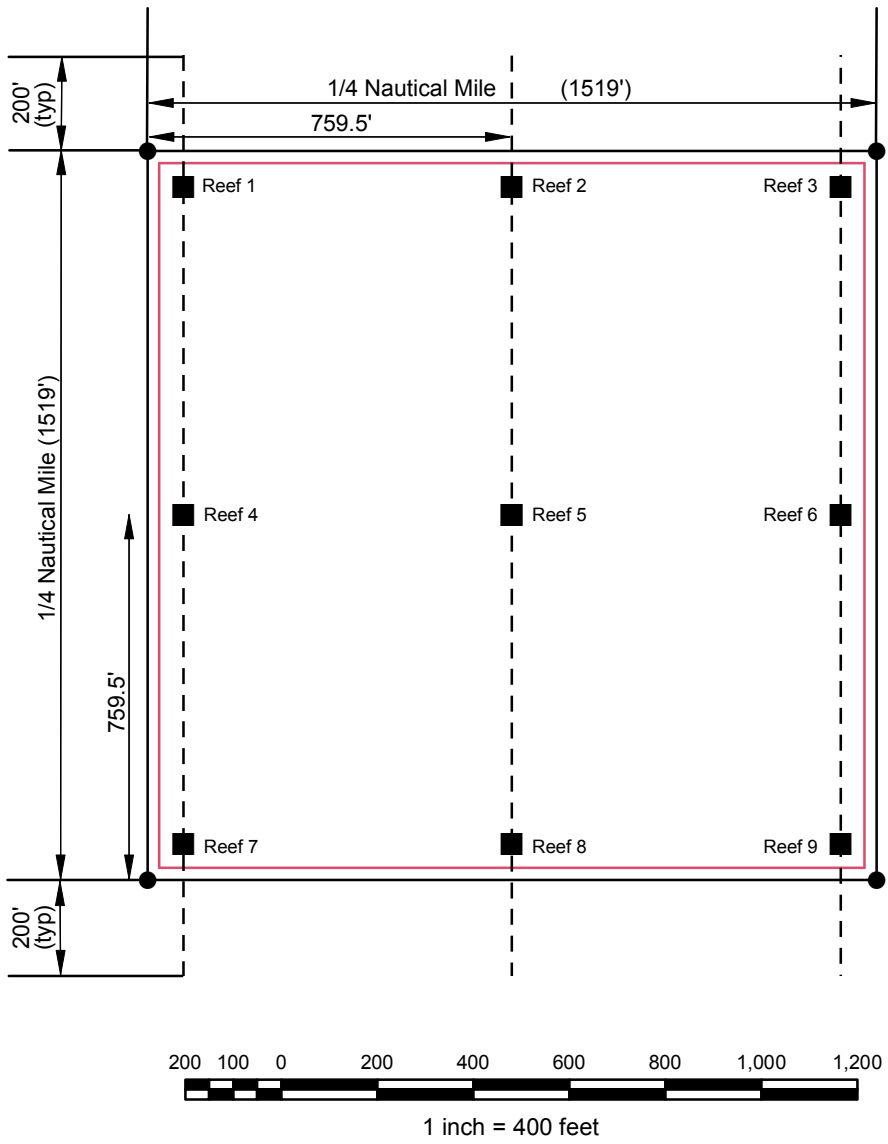
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
 FISH HAVEN 18
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2013-051	SEAL
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DATE	DEC 2013	

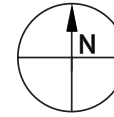
MATTHEW E. TRAMMELL P.E. # 69244

DATE



Notes:

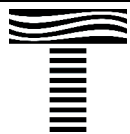
1. Transects extend a minimum of 200' beyond the Fish Haven Boundary.



Legend

- Reef Area Corner Points
- Individual Reef Locations
- Reef Area Boundary
- - - Site Survey Transect Lines
- 25' Buffer

Fish Haven 19				
Location	Longitude	Latitude	Longitude	Latitude
Centroid	86° 35.855' W	30° 22.375' N	86.5976° W	30.3729° W
Northeast Corner	86° 35.711' W	30° 22.500' N	86.5952° W	30.3750° W
Northwest Corner	86° 36.000' W	30° 22.500' N	86.6000° W	30.3750° W
Southeast Corner	86° 35.711' W	30° 22.250' N	86.5952° W	30.3708° W
Southwest Corner	86° 36.000' W	30° 22.250' N	86.6000° W	30.3708° W
Reef 1	86° 35.986' W	30° 22.488' N	86.5998° W	30.3748° W
Reef 2	86° 35.855' W	30° 22.488' N	86.5976° W	30.3748° W
Reef 3	86° 35.725' W	30° 22.488' N	86.5954° W	30.3748° W
Reef 4	86° 35.986' W	30° 22.375' N	86.5998° W	30.3729° W
Reef 5	86° 35.855' W	30° 22.375' N	86.5976° W	30.3729° W
Reef 6	86° 35.725' W	30° 22.375' N	86.5954° W	30.3729° W
Reef 7	86° 35.986' W	30° 22.262' N	86.5998° W	30.3710° W
Reef 8	86° 35.855' W	30° 22.262' N	86.5976° W	30.3710° W
Reef 9	86° 35.725' W	30° 22.262' N	86.5954° W	30.3710° W



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FIGURE 4
 FISH HAVEN 19
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

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