

# **REQUEST FOR BIDS**

**WESTERN DESTIN DUNE VEGETATION PROJECT &  
OKALOOSA ISLAND DUNE FLORA RESTORATION and BEACH ACCESS  
MANAGEMENT PROJECT**

**OKALOOSA COUNTY, FLORIDA**



**BID #: SW 08-13**

**BIDS OPENS: JANUARY 29, 2013 @ 3:00 P.M.**

## NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners (the Board) of Okaloosa County, FL, will accept sealed bids until **3:00 p.m.** (local time) **January 29, 2013**, for the **Western Destin Dune Vegetation Project and Okaloosa Island Dune Flora Restoration and Beach Access Management Project**. Pursuant to copies of bid provisions, bid forms, construction drawings, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536, 850-689-5960 or they may be downloaded from our website at [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us) (navigation thread - Departments / Purchasing / Vendor Registration / Opportunities).

At 3:00PM CST, January 29, 2013, the received bid packages will be opened and read aloud. All bids must be delivered in sealed envelopes reflecting on the outside thereof the **bidder's name** and the following:

**"BID No. 08-13, Western Destin Dune Vegetation Project and  
Okaloosa Island Dune Flora Restoration and Beach Access Management Project  
to be opened at 3:00 p.m., January 29, 2013"**

The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Conference & Training Room #305 located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305, prior to Bid Opening or delivered to the Clerk of Court, 302 N. Wilson St., #203, Crestview, FL 32536.

There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

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

All bids should be addressed as follows:

Clerk of Circuit Court  
Attn: Gary Stanford  
Newman C. Brackin Bldg.  
302 N. Wilson St. #203  
Crestview FL 32536

**//Signed// - J Jack Allen for**  
Richard L Brannon  
Purchasing Director

**01/08/2013**  
Date

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY

Don R. Amunds  
Chairman

# SCOPE OF WORK

**BID #:** SW 08-13

**PROJECT:** WESTERN DESTIN DUNE VEGETATION PROJECT &  
OKALOOSA ISLAND DUNE FLORA RESTORATION and BEACH ACCESS MANAGEMENT  
PROJECT

The purpose of this request for bids is to secure sealed bids for the furnishing of labor, materials, equipment, and performing all operations in connection with dune vegetation, sand fencing, signage, and post and rope installation as described in the Construction Drawings and Specifications. Attachments A and B include the construction drawings and specifications for both the Western Destin and Okaloosa Island projects.

Bidders desiring consideration should provide an original and two (2) copies of their proposal, which should include a description of the bidder's organization, key personnel, experience and approach to the project. Bidders must also provide all the required submittals as outlined in this solicitation and the Specifications to be considered responsive. The County reserves the right to disqualify any Bidder who does not provide the required documentation or does not provide clear and descriptive information.

The Western Destin Dune Vegetation Project includes installation of native dune vegetation, sand fencing, post and rope access enhancements, and educational signage. The materials will be installed along the constructed dune feature of the Western Destin Beach Restoration Project, scheduled for completion by March 15, 2013. The constructed dune feature will have a crest elevation of +14 ft-NAVD and a width of 30 feet. The constructed dune will have a 4:1 (H:V) seaward dune face slope and a varying landward slope. The project area extends from FDEP Reference Monument R-17 to R-20.6 and R-23.5 to R-25.5 in Okaloosa County. Dune planting is anticipated to occur shortly following completion of the Western Destin beach nourishment project, in the spring of 2013. The West Destin beach restoration and dune vegetation work is permitted under FDEP Joint Coastal Permit 0286575-001-JC and U.S. Army Corps of Engineers permit SAJ-2008-00895. The Contactor shall familiarize himself with these regulatory documents and the conditions within pertaining to the proposed work (see Attachment A).

The Okaloosa Island Dune Flora Restoration and Beach Access Management Project includes installation of native dune vegetation, sand fencing, post and rope access enhancements, and educational signage. The materials will be installed along the existing, largely unvegetated Okaloosa Island Dune System. The project area extends from FDEP reference monument R-1 to R-16 in Okaloosa County (see Attachment B). The project will occur on Okaloosa County property with the exception of 6 private properties within this area. The County is currently pursuing temporary construction easements for these 6 properties. Prospective Bidders are informed that Okaloosa County has made a request to the Florida Department of Environmental Protection (FDEP) for a Coastal Construction Control Line (CCCL) Permit exemption as the project does not cause an adverse impact to the coastal system. Bidders shall be aware that the FDEP may require additional permitting requirements beyond those stated in the attached construction documents. Bidders shall familiarize themselves with FDEP permitting requirements for dune restoration and beach access management as they relate to the proposed work.

Both projects aim to restore a diverse dune flora community and enhancement of public beach access to minimize human impacts to this dune community. The projects intend over time to create a self-sustaining dune ecosystem that the public can understand and appreciate via non-damaging access routes. Of note, neither project includes any structural improvements, placement of fill materials, or removal/relocation of existing vegetation. Project construction for

both projects is scheduled for Spring 2013. The selected contractor will be allowed to construct during sea turtle nesting season, however, this shall be avoided if possible. It is the intent of the County to award all work to one contractor.

Prospective Bidders are required to provide bid prices for all components of the project. In addition, Prospective Bidders are required to provide bid prices for both two-inch AND four-inch planting units in accordance with the construction drawings and specifications. It shall be the County's discretion to select the preferred alternative.

Prospective Bidders are required to attend a **MANDATORY pre-bid meeting** on **January 22, 2013** at **9:00 a.m. local time (C.S.T)** at the Emerald Coast Visitors Bureau Office, 1540 Miracle Strip Parkway, Fort Walton beach, FL 32548.

Access to the Beach/Dune areas will be through designated areas only which will be given to the successful bidder.



# BID PROPOSAL

**Place: Okaloosa County**

**Date: \_\_\_\_\_, 2013**

**Project: WESTERN DESTIN DUNE VEGETATION PROJECT & OKALOOSA ISLAND DUNE FLORA RESTORATION and BEACH ACCESS MANAGEMENT PROJECT**

**BID #: SW 08-13**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder") \*a corporation, organized and existing under the laws of the State of \_\_\_\_\_, \*a partnership, or an individual doing business as \_\_\_\_\_ to the Board of County Commissioners, Okaloosa County, Florida (hereinafter called "Owner").

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the bid price and within the bid times indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. BIDDER accepts all of the terms and conditions of the advertisement or Invitation to Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for sixty (60) days after the day of bid opening. BIDDER will sign and deliver the required number of counterparts of the agreement with the bonds, insurance, and other documents required by the bidding requirements within ten (10) days after the date of OWNER's Notice of Award.
3. In submitting this bid, BIDDER represents, as more fully set forth in the agreement, that:
  - a. BIDDER has examined and carefully studied the bidding documents and the following addenda receipt of all which is hereby acknowledged:  
  
(List addenda by Addendum Number and Date)  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work;
  - c. BIDDER is familiar with and is satisfied as to all Federal, State and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
  - d. BIDDER has carefully studied all contract documents, construction drawings, specifications, and referenced materials including regulatory requirements and authorizations. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the

determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

- e. BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this bid is submitted as indicated in the contract documents.
  - f. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
  - g. BIDDER has given ENGINEER written notice of all conflict, errors, ambiguities or discrepancies that BIDDER has discovered in the contract documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
4. BIDDER agrees that the work will be completed by **May 31, 2013**. BIDDER accepts the provisions of the agreement as to **liquidated damages**, as specified, in the event of failure to complete the work within the times specified in the agreement.
  5. BIDDER understands that there is no obligation on the part of the County to award the bid to the lowest BIDDER and the County reserves the right to award the bid to the BIDDER submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.
  6. BIDDER understands that the Board, in its absolute discretion, may reject any bid of a BIDDER that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential BIDDERS.
  7. Terms used in this bid which are defined in the General Conditions or Special Bid Conditions will have the meaning indicated in the General Conditions or Special Bid Conditions.
  8. The Bidder agrees to perform all of the general construction work, complete, at the price shown on the included Bid Schedule.
  9. Terms used in this bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on \_\_\_\_\_, 2013.

State Contractor License No. \_\_\_\_\_

**IF BIDDER IS:**

**A Corporation**

By \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_ (SEAL)  
(Name of person authorized to sign)

\_\_\_\_\_  
(Title)  
(CORPORATE SEAL)

ATTEST \_\_\_\_\_ (Secretary)

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_

**A Partnership**

By (SEAL)  
(Firm Name)  
(General Partner)

Business Address  
Phone #:

**A Joint Venture**

By (SEAL)

**(Name)**

By (SEAL)

Phone number & address for receipt of official communications.

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

# COMPANY DATA

Physical Address & Phone #: \_\_\_\_\_

Proposer's Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Contact Person (Typed-Printed): \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Federal ID or SS #: \_\_\_\_\_

Proposer's License #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Emergency #'s After Hours \_\_\_\_\_

Weekends & Holidays: \_\_\_\_\_

# SPECIAL CONDITIONS

1. **Bid Price** - The bid price shall include all equipment, labor, materials, additional permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work called for.
2. **Applicable Laws and Regulations** - The bidders attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.
3. **Protection of Work Area** – The successful bidder will be required to protect all work areas necessary to prevent accidents and insure safe working conditions for employees, work related personnel, and the general public.
4. **Review of Job Site** – For technical information or to see jobsite, contact Jim Trifilio, Coastal Projects Manager; 850-651-7131; 7:00 a.m. – 4:00 p.m. local time, Monday – Friday.
5. **Addition/Deletion of Items:** 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.
6. **Bid Information** – For information relating to bid specifications, contact Jack Allen at the Okaloosa County Purchasing Department, 602-C North Pearl St, Crestview FL 32536; 850-689-5960.
7. **Specification Exception** – The contractor shall be responsible for any damages to existing property, including, but not limited to utilities, concrete, asphalt, buildings, or grounds, etc., and shall repair or replace any damage at his own expense.
8. **Right to Waive and Reject:**
  - A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
  - B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa 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.
  - C. The Board of County Commissioners 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.

- D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal.

**9. Disqualification of Bidders** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- 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. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.

**10. Conditional and Incomplete Bids** - The Board of County Commissioners specifically reserves the right to reject any conditional bid and will normally reject those that make it impossible to determine the true amount of the bid.

**11. Investigation of Bidder** - The owner may make such investigations as he deems necessary to determine the stability of the bidder to perform the work and that there is no conflict of interest as it relates to the project. The bidder shall furnish to the owner any additional information and financial data for the purpose as the owner may request. The data shall include a detailed and up-to-date list of plant equipment and materials which bidder proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.

**12. Preparation of Bids** - Bids must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting bids.

13. **Bid Bond** – Bidders are required to submit a Bid Bond, Cashier's or Certified Check in the amount of 5% of their total bid and **the Bid Bond is to be attached to their bid.**
14. **Performance/Payment Bond** – The successful contractor will be required to submit a Performance Bond in the amount of 100% of the bid and the bond will be held for the life of the contract. The Performance/Payment Bond, along with Certificates of Insurance and any other necessary contract documents will be returned to the successful bidder upon satisfactory completion of this project.
15. **Hold Harmless** - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

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

16. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal 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.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or spouses or child's interest and the nature of the intended business.

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

17. **Identical Tie Bids** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

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

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

18. **Local Preference** - Okaloosa County reserves the right to grant a preference to in-county bidders **only** when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which a bidder is located. If the political subdivision in which a bidder is located



offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any all bids from that firm will be rejected.

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

19. **Recycled Content Information** - In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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

20. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

21. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

22. **Authority to Piggyback** - All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids 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 bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

23. **Bid Opening Information** - Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the

proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable. **NOTE:** Crestview, Florida is "**not a next day guaranteed delivery location**" by delivery services.

- 24. Payments** – The contractor shall be paid upon submission of invoices, in duplicate to the Okaloosa County Tourism Department, 1540 Miracle Strip Parkway S. E, Ft. Walton Beach, FL 32549; Attn: Jim Trifilio. The invoices must confirm to the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order #.
- 25. Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, 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 Verification. The contractor 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 requirement.

# “NO CONTACT CLAUSE”

The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

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

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

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

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

I \_\_\_\_\_ representing \_\_\_\_\_  
**Signature** **Company Name**

Hereby agree to abide by the County's “**No Contact Clause**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

# INSURANCE REQUIREMENTS

## Contractor's Insurance

- A. 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 Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. 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.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

### **Workers' Compensation Insurance**

- A. 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 of Okaloosa, 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 the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
- B. Such insurance shall comply with the Florida Workers' Compensation Law.
- C. 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 and Commercial General Liability Insurance**

- A. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- B. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
- C. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-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.
- D. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises – Operation Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability
  - 3.) Independent Contractor's Liability
  - 4.) Completed Operations and Products Liability

- E. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

**Limits of Liability**

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

		<b><u>LIMIT</u></b>
A.	Worker's Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$1,000,000 each accident
B.	Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C.	Personal and Advertising Injury	\$250,000

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

**Certificate of Insurance**

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County  
602-C North Pearl Street  
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to

approve or reject all deductible/SIR above \$10,000.

- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. 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.
- F. 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.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

### **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.

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.

# 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, Bidder 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 contractor 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 of such verification to the OWNER 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: \_\_\_\_\_  
(Typed or Printed)

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

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

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

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



# INDEMNIFICATION AND HOLD HARMLESS

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

\_\_\_\_\_  
Bidder'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

**(REVISED: JANUARY 12, 2001)**

# CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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

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

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

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

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

\_\_\_\_\_

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

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

# DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

(Typed or Printed)

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

# RECYCLED CONTENT FORM

## RECYCLED CONTENT INFORMATION

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

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

\_\_\_\_\_  
\_\_\_\_\_

2. Is your product packaged and/or shipped in material containing recycled content? Yes\_\_\_\_\_ No\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

Name of Bidder: \_\_\_\_\_

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

# LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES \_\_\_\_\_

NO \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

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

\_\_\_\_\_  
Authorized Signature – Typed

# LIST OF SUBCONTRACTORS

The BIDDER expressly agrees that:

1. If awarded the contract as a result of the proposal, the subcontractors used in the prosecution of the work will be those listed below.
2. The following list includes all subcontractors who will perform work on this project.
3. The subcontractors listed below are financially responsible and are qualified to do the work required.
4. Use of any of the subcontractors is subject to the approval of the County and Engineer.

CATEGORY	NAME OF SUBCONTRACTOR	ADDRESS

\_\_\_\_\_  
CONTRACTOR'S NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

# PAYMENT BOND

**KNOW ALL PERSONS BY THESE PRESENTS: that**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for

\_\_\_\_\_  
\_\_\_\_\_.  
**NOW, THEREFORE**, if the PRINCIPAL shall properly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder, whether it acquires its lien by operation of State or Federal law, then this obligation shall be void, otherwise to remain in full force and effect.

## **PAYMENT BOND**

**PROVIDED**, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

**PROVIDED, FURTHER**, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

**PROVIDED, FURTHER**, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer; (b) after expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**PROVIDED, FURTHER**, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

**PROVIDED, FURTHER**, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.



**PAYMENT BOND**

**IN WITNESS WHEREOF**, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST

\_\_\_\_\_  
(PRINCIPAL) SECRETARY

\_\_\_\_\_  
PRINCIPAL

(SEAL)

BY: \_\_\_\_\_(S)

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SURETY

ATTEST

BY: \_\_\_\_\_

\_\_\_\_\_  
WITNESS TO SURETY

\_\_\_\_\_  
ATTORNEY-IN-FACT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

**Note:** Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

If CONTRACTOR is partnership, all partners should execute BOND.

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

# PERFORMANCE BOND

**KNOW ALL PERSONS BY THESE PRESENTS: that**

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for \_\_\_\_\_.

**NOW, THEREFORE**, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expenses which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

## **PERFORMANCE BOND**

**PROVIDED, FURTHER**, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

**PROVIDED, FURTHER**, that it is expressly agreed that the BOND shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

**PROVIDED, FURTHER**, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

**PERFORMANCE BOND**

**IN WITNESS WHEREOF**, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST

\_\_\_\_\_  
(PRINCIPAL) SECRETARY

(SEAL)

\_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_(S)

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

ATTEST

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
WITNESS TO SURETY

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

**Note:** Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

If CONTRACTOR is partnership, all partners should execute BOND.

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

# ***REFERENCE DATA SHEET***

## **Refer to Bid Specification**

NAME OF OWNER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF OWNER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF OWNER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF OWNER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF OWNER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

# CONTRACT

This agreement, executed in Crestview, Florida this \_\_\_\_\_ day of \_\_\_\_\_ 2013 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and \_\_\_\_\_ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

**WITNESSETH:**

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work **regarding Installation of the West Destin Dune Vegetation Project & Okaloosa Island Dune Flora Restoration & Beach Accessway Management Project/Unit Price Contract as Per Bid #SW 08-13** for an approximate total price of \$\_\_\_\_\_ in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

As security for the full and faithful performance of this contract and all the incidents thereto, the Party of the Second Part had made and furnished a Contract Bond with \_\_\_\_\_ as Surety (as required per the bid package), which is accepted by Parties of the First Part and made a part of this contract.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin his work.

**REPRESENTATIVES:** The authorized representative of the County shall be:

**JIM TRIFILIO**  
**OKALOOSA COUNTY TOURISM DEPT.**  
**1540 MIRACLE STRIP PKWY, S. E.**  
**FT. WALTON BEACH FL 32549**  
**850-651-7131**  
**E-MAIL: [Jtrifilio@co.okaloosa.fl.us](mailto:Jtrifilio@co.okaloosa.fl.us)**

The authorized representative for \_\_\_\_\_ shall be:

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

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Jack Allen  
Contracts & Leases  
Okaloosa County Purchasing Department  
602-C North Pearl Street  
Crestview, FL 32536  
850-689-5960 / 850-689-5998 (FAX)  
E-Mail: [jallen@co.okaloosa.fl.us](mailto:allen@co.okaloosa.fl.us)

**IN WITNESS WHEREOF**, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said \_\_\_\_\_ has hereto fixed his signature, the day and year above written.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR**

**BY** \_\_\_\_\_

\_\_\_\_\_

**TITLE**

**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

This contract is accepted this \_\_\_\_ day of \_\_\_\_\_ 2013 and is effective on the \_\_\_\_ day of \_\_\_\_\_ 2013.

**ATTEST:**

**COUNTY OF OKALOOSA, FLORIDA**

\_\_\_\_\_  
Gary Stanford  
Deputy Clerk of Court

**BY** \_\_\_\_\_  
Don Amunds, Chairman

# NOTICE OF AWARD

TO:

**PROJECT**

**DESCRIPTION: WESTERN DESTIN DUNE VEGETATION and OKALOOSA ISLAND DUNE FLORA RESTORATION AND BEACH ACCESS MANAGEMENT PROJECT**

The owner has considered the proposal submitted by you for the above-described work in response to its Advertisement for Proposals dated \_\_\_\_\_ and Information for Bidders.

You are hereby notified that your proposal has been accepted for items in the amounts of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required contractor's Performance Bond, Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) calendar days from the date of this notice, said owner will be entitled to consider all your rights arising out of the owner's acceptance of your proposal as abandoned and as a forfeiture of your bid bond. The owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the owner: Okaloosa County Purchasing, 602-C North Pearl St., Crestview, FL 32536. If you have any questions, please call Jack Allen at 850-689-5960.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

**OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

BY: \_\_\_\_\_ TITLE \_\_\_\_\_ Purchasing Director  
Richard L Brannon

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BY: \_\_\_\_\_

Title: \_\_\_\_\_



# NOTICE TO PROCEED

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

TO:

PROJECT: \_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2013, on or before \_\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_. The date of completion of all WORK is therefore \_\_\_\_\_.

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **OWNER**: Okaloosa County Purchasing, 602-C North Pearl St, Crestview, FL 32536.

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

**OWNER**

BY: \_\_\_\_\_

Richard L. Brannon

TITLE: Purchasing Director

## ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

\_\_\_\_\_  
Company Name

This the \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

# BID SCHEDULE

**OKALOOSA COUNTY, FLORIDA  
REQUEST FOR BIDS (RFB) #08-13-CM  
WESTERN DESTIN DUNE VEGETATION PROJECT &  
OKALOOSA ISLAND DUNE FLORA RESTORATION  
& BEACH ACCESS MANAGEMENT PROJECT**

**PART I** Bid submitted by:

Company: \_\_\_\_\_

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

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Fax: \_\_\_\_\_

# of Years in Business: \_\_\_\_\_

**PART 2** Bidding RFB #08-13-CM CM, Western Destin Dune Vegetation Project & Okaloosa Island Dune Flora Restoration & Beach Access Management Project:

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

## BID SCHEDULE

<b>Bid Alternative 1 – Western Destin Option 1 (2” containers)</b>					
Bid Item	Description	Units	Quantity	Unit Cost	Bid Item Cost
1	Sand Fence	Linear Feet	4,290	\$	\$
2	Post & Rope	Linear Feet	458	\$	\$
3	Signage	Sign & Post	98	\$	\$
4	Sea Oats	Planting Unit	327,925	\$	\$
5	Panic Grass	Planting Unit	42,256	\$	\$
6	Diversity Species	Planting Unit	52,375	\$	\$

**Total Cost Bid Items 1-6**                      \$ \_\_\_\_\_

**Total Cost Bid Items 1-6 (Written)** \_\_\_\_\_

\_\_\_\_\_

**BID SCHEDULE**

<b>Bid Alternative 2 – Western Destin Option 2 (4" containers)</b>					
<b>Bid Item</b>	<b>Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Bid Item Cost</b>
7	Sand Fence	Linear Feet	4,290	\$	\$
8	Post & Rope	Linear Feet	458	\$	\$
9	Signage	Sign & Post	98	\$	\$
10	Sea Oats	Planting Unit	145,744	\$	\$
11	Panic Grass	Planting Unit	18,780	\$	\$
12	Diversity Species	Planting Unit	23,278	\$	\$

**Total Cost Bid Items 7-12**      \$ \_\_\_\_\_

**Total Cost Bid Items 7-12 (Written)** \_\_\_\_\_

**BID SCHEDULE**

<b>Bid Alternative 3 – Okaloosa Island Option 1 (2" containers)</b>					
<b>Bid Item</b>	<b>Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Bid Item Cost</b>
13	Sand Fence	Linear Feet	10,230	\$	\$
14	Post & Rope	Linear Feet	3,587	\$	\$
15	Signage	Sign & Post	248	\$	\$
16	Sea Oats	Planting Unit	490,548	\$	\$
17	Panic Grass	Planting Unit	63,519	\$	\$
18	Diversity Species	Planting Unit	81,123	\$	\$

**Total Cost Bid Items 13-18**      \$ \_\_\_\_\_

**Total Cost Bid Items 13-18 (Written)** \_\_\_\_\_

**BID SCHEDULE**

<b>Bid Alternative 4 – Okaloosa Island Option 2 (4" containers)</b>					
<b>Bid Item</b>	<b>Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Bid Item Cost</b>
19	Sand Fence	Linear Feet	10,230	\$	\$
20	Post & Rope	Linear Feet	3,587	\$	\$
21	Signage	Sign & Post	248	\$	\$
22	Sea Oats	Planting Unit	218,021	\$	\$
23	Panic Grass	Planting Unit	28,231	\$	\$
24	Diversity Species	Planting Unit	36,055	\$	\$

**Total Cost Bid Items 19-24**      \$ \_\_\_\_\_

**Total Cost Bid Items 19-24 (Written)** \_\_\_\_\_

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

Addendum # \_\_\_\_\_: \_\_\_\_\_

Date of Receipt: \_\_\_\_\_

Addendum # \_\_\_\_\_: \_\_\_\_\_

Date of Receipt: \_\_\_\_\_

Addendum # \_\_\_\_\_: \_\_\_\_\_

Date of Receipt: \_\_\_\_\_

**Notice to All Bidders:**

1. The Owner reserves the right to waive any informality in any bid, to reject any and all bids, and to delete any part of any of the above items.
2. Bid prices for the various work items are intended to establish a total price for completing the project in its entirety. The contractor shall include in the Bid, any item for which a separate pay item has not been established in the Bid Schedule (under any related pay item), to reflect the total price for completing the project in its entirety.
3. Quantities shown are estimated. Actual quantities may vary. The Owner reserves the right to adjust the final Contract Price by the actual quantities installed (+ or -) and it shall be the successful bidder's responsibility to provide accurate documentation of the **actual** quantities installed.

**PART III** Certifications:

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

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

**SIGNATURE & CERTIFICATION:**

Name & Title of Authorized Representative: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_

Date of Bid: \_\_\_\_\_

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

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

# ATTACHMENT "A"

## WESTERN DESTIN DUNE VEGETATION PROJECT CONSTRUCTION DRAWINGS, SPECIFICATIONS, and REGULATORY AUTHORIZATIONS

### TECHNICAL SPECIFICATIONS FOR THE WESTERN DESTIN DUNE VEGETATION PROJECT

#### PART 1 – GENERAL

##### 1.1 SUMMARY

- A. These specifications include requirements for the furnishing of labor, materials, equipment and performing all operations in connection with dune vegetation, sand fencing, signage, and post and rope installation as indicated on the Construction Drawings (Drawings) and specified herein.

##### 1.2 DEFINITIONS

- A. **Nomenclature:** The scientific and common names of plants herein specified conform to the approved names given in Hortus Third (1976) by Liberty Hyde Bailey Hortorium.
- B. **Planting Unit:** For the purpose of this project, the term "planting unit" refers to vegetative material of any individual, viable, nursery-grown plant installed within a single hole created on the beach or dune system. Planting unit species and size vary in accordance with these Specifications & Contract Documents.
- C. **Engineer:** - The Owner's representative responsible for construction observations.

##### 1.3 SUBMITTALS – The following shall be submitted for Owner & Engineer approval:

- A. **Work Plan:** As part of the bid package, the contractor shall submit to the engineer a detailed work plan for the dune vegetation, sand fence, signage, and post and rope installation. The plan shall include the construction schedule (including plant propagation through installation.), propagation method, types of hydrating gel and fertilizer to be used (including the required manufacturers information), proposed materials, staging areas and access requirements, work force & equipment, and the qualifications of supervisor(s). The contractor shall provide with the work plan documentation as to the source of the planting units to be installed, including collection permits and any other required permits or documentation.
- B. **Watering Plan:** As part of the bid package, the contractor shall furnish to the Engineer a plan for watering the plants and an itemized list of equipment that will be used during watering operations. The watering

plan shall detail the proposed number of irrigation events, irrigation methodology, equipment, water source, labor, required time, notifications, and the physical condition(s) of the planting units that signal the need for maintenance irrigation. The plan shall also include details regarding the hydrating gel requirements and any additional soil amendments (fertilizer) that may be included during the irrigation.

- C. **Certificates of Compliance:** Before delivery of planting materials, the contractor shall submit to the Engineer certificates of compliance and/or documentation certifying that the planting materials meet all of the requirements (plant source, plant size, plant age, plant grade, etc.) for this specification.
- D. **Notice of Commencement:** The contractor shall notify the Engineer at least 3 days before initiating the work, including mobilization, staging, and/or field work.
- E. **Notice for Inspection:** The contractor shall notify the Engineer at least 10 days before the scheduled 180-day inspection that the vegetation is ready for inspection. The contractor shall meet and accompany the Engineer onsite during the inspection.
- F. **Soil Amendments:** The contractor shall submit the required manufacturer's information certifying that soil amendments meet the specifications.

## **PART 2 – EXECUTION**

### **2.1 GENERAL**

- A. **Schedule** – The contractor shall complete all construction activity (plant, sand fence, signage, and post and rope installation) and remove all equipment from the beach and work areas prior to marine turtle nesting season (May 1 – October 31). The contractor shall not commence work until receiving a written Notice to Proceed from the Owner or Engineer. Work is permitted seven (7) days a week during daylight hours only (sunrise to 1 hour after sunset).
- B. **NOTIFICATION** – The contractor shall notify the Engineer at least 3 days prior to project mobilization, commencement of installation, project completion, inspections, and demobilization. The contractor shall notify the Engineer at least 10 days before the scheduled 180-day vegetation inspection. The contractor shall notify the Engineer at least 48 hours prior to the suspension of work. The contractor shall notify the Engineer immediately for any work stoppages resulting from environmental impacts (turtle nest impacts, fuel spills, etc.), permit violations, property owner disputes, safety violations, etc.
- C. **WORK** – The contractor shall install the dune vegetation, sand fencing, signage, and post and rope in accordance with the Construction Drawings. The contractor shall field-verify the specific locations of the work and obtain Engineer approval prior to installation of any work components. The Owner & Engineer reserve the right to suspend the work at any time when the location, layout, or limits established by the

contractor are not sufficient to define the work. The contractor shall utilize the construction baseline and stationing shown in the Construction Drawings to define features of the work and document completed.

- D. **PLANTING LAYOUT** – The contractor shall lay out the locations of the proposed vegetation areas, for approval by the Engineer, prior to planting. At a minimum, the layout shall include markers (e.g., flagging or stakes) at the seaward and landward limits of the planting area, accesses (paths and dune walkovers), and endpoints of the work. The markers shall be placed at 100-foot centers maximum and at reduced distances in non-uniform areas to clearly define the planting area. The contractor will be responsible for tracking & removing all stakes and markers from the beach project area. The work shall be performed in a continuous manner from start to finish without interruption or variation.

## 2.2 WORK AREAS & ACCESS

- A. **Planting Areas** – The plant units shall be installed on the constructed dune crest and seaward dune face within the planting areas shown in the drawings. The contractor shall also provide bid estimates for installing plans units on the landward dune face within the additional planting area.
- B. **Staging Areas** – The contractor shall utilize the staging areas shown in the Drawings. The contractor shall maintain the staging areas in a neat and orderly fashion and minimize the area utilized for staging and/or equipment storage. The contractor will be responsible for cleaning and restoring the staging areas to pre-construction conditions to the satisfaction of the Owner & Engineer prior to demobilization. The contractor shall be responsible for any damage to the existing dunes, dune vegetation, private and public property, and staging, work, and access areas. The contractor shall repair any damage resulting from the contractor's operations at no cost to the Owner or Engineer. The contractor will not be permitted to stockpile equipment or materials on the beach except those required for immediate (same day planting or installation). The contractor is responsible for the collection and removal of any debris and litter associated with the work. The Work Plan submitted by the contractor shall describe the proposed use (including equipment/materials to be stored, schedule, etc.) of the staging areas.
- C. **Beach Access** – The contractor shall utilize only the beach access corridors in the drawings unless otherwise approved by the Owner & Engineer. The contractor shall maintain all beach accesses in working order and shall not inhibit the general public from accessing the beach. The contractor shall not enter or place planting units, sand fence, equipment, or materials on private properties outside of the project area defined in the drawings. The contractor shall minimize access and travel along the beach to avoid disturbance or impacts to the existing beach and dune system. Driving vehicles along any part of the dune or upland of the dune is prohibited. The contractor 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 not exceed 500 linear feet in a shore-parallel direction.

### **PART 3 – PRODUCTS**

#### **3.1 PLANTING MATERIALS**

- A. **Plant Source** – The source of all planting units delivered under this bid item will be limited to seeds and propagated plants collected from the South Alabama & Florida Panhandle coasts. Source material collected from areas other than the South Alabama and the Florida Panhandle coasts (e.g., Florida east coast or Caribbean) will be rejected. The contractor shall provide written documentation as to the source of the planting units in the bid package. Documentation shall include collection permits or contracts from the Florida Department of Environmental Protection (DFEP), the U. S. Department of Agriculture, or other comparable documents. Bids submitted without this documentation will not be considered.

- B. **Plant Species** – The contractor shall plant the native dune species listed below in accordance with the specified percentages of total plants and within the areas shown in the drawings. The contractor shall meet the specified planting percentages over the approximate 1,500 to 2,000-foot long acceptance sections documented in the construction drawings. Section 3.1.C below includes specifications for the diversity species. The contractor’s work plan shall include a detailed description of the proposed planting scheme.

- 1. **Planting Zone I (Seaward Dune Face and Dune Crest):**

- a. Sea Oats (*Uniola paniculata*) – 80%
    - b. Panic Grass (*Panicum amarum*) – 10%
    - c. Diversity Species – 10%

- 2. **Planting Zone II (Landward Dune Face):**

- a. Sea Oats (*Uniola paniculata*) – 70%
    - b. Panic Grass (*Panicum amarum*) – 10%
    - c. Diversity Species – 20%

- C. **Diversity Species** – The contractor shall provide and install a minimum of three (3) additional native species according to the percentages specified above. The contractor shall plant the diversity species intermittently amount the sea oats, in even distributions, and within the areas of greatest survival and function according to standard industry practice. The diverse species provided shall be in event proportions. Diversity species may include (but not be limited to):

Beach Elder (*Iva imbricate*)

Beach Morning Glory (*Ipomaea imperati*)



Railroad Vine (*Ipomoea pes-caprae*)  
Sea Purslane (*Sesuvium portulacastrum*)

Coastal Blue Stem (*Schizachyrium scoparium*)

Dune Sunflower (*Helianthus debilis*)

Blanket Flower (*Gaillardia pulchella*)

Coastal Sea Rocket (*Cakile lanceolata*)

The contractor may recommend additional diversity species for approval by the Engineer. The contractor shall submit appropriate documentation identifying the advantages of the proposed species and certifying the proposed species are suitable for the site.

### 3.2 PROPAGATION METHODS

- A. **Liners** – For 2-inch species, all plant materials shall be grown in multi-well trays (liners) not to exceed a size of approximately 1.5 inches wide by 1.5 inches long and not less than 2.5 inches in depth. Root ball (container) volumes shall not be less than 5 cubic inches.

For 4-inch species, all plant materials shall be grown in multi-well liners not to exceed a size of approximately 3.1 inches wide by 3.1 inches long and not less than 3 inches in depth. Root ball (container) volumes shall not be less than 26 cubic inches.

- B. **Number of seeds per liner** – The nursery shall determine, through germination experiments, the number of seeds placed in each liner such that viable planting units with at least three emergent stems for 2-inch planting units and at least four emergent stems for 4-inch planting units are produced. Planting units with fewer than the specified number of stems will not be accepted. Prior to shipping, roots should fill the entire volume of the container, but the containers shall not be root bound. When the plants are pulled from the liner, the roots shall support the soil volume of the container with minimal soil loss. The Engineer may require the contractor to perform such demonstrations prior to planting.
- C. **Micropropagation** – Planting units grown from approved sources via micropropagation techniques may be accepted. Plants produced from cuttings of the division of larger plants may be used if the materials is derived from South Alabama or Florida Panhandle sources and meets all of the specifications for seed-producing planting units. However, planting units derived from micropropagation techniques shall not exceed 25% of the total number of planting units delivered.
- D. **Inspections** – The contractor shall provide the Engineer & Owner with access to all nursery operations in the manner and time frame requested by the Owner or Engineer for the purpose of performing compliance inspections of the propagation and production methods being employed by the contractor.

### 3.3 PLANT SIZE, AGE & CONDITION

- A. **Plant Size** – For 2-inch planting units, Sea Oats and Panic Grasses shall be 8 – 16 inches in height, as measured from top of the root ball to the apical meristem, and have a minimum of three healthy stems. 2-inch units shall have a root ball volume of at least 5 cubic inches. For 4-inch planting units, Sea Oats and Panic Grasses shall be 12 – 24 inches in height, as measured from the top of the root ball to the apical meristem, and have a minimum of four health stems. All diversity species shall be 4-inch planting units. 4-inch planting units shall have a root ball volume of at least 26 cubic inches. For the purposes of this specification, the plant material in a single liner represents one planting unit, regardless of the soil volume or number of viable stems. The Engineer will reject any plants not meeting these size constraints.
- B. **Plant Age** – Planting units shall be 60 – to 90-days old for 2-inch planting units and 90 – to 120-days old for 4-inch planting units, as measured from the approximate time of germination. The Engineer may reject planting units younger or older than these specifications. The contractor shall coordinate delivery to ensure planting units are installed within five (5) days of the plant being “pulled” at the nursery.
- C. **Plant Condition** – All planting units provided by the contractor shall be of the highest quality and shall have moist, vigorous root systems free of rot, disease, or discoloration at the time of delivery and installation. The Engineer will reject planting units not meeting these specifications. The Engineer will not consider rejected planting units as delivered to the site and will not be eligible for payment for production, delivery, or other costs. The contractor will be responsible for properly disposing of rejected planting units. The contractor shall maintain the high-quality condition of the plants from the time the plants are “pulled” at the nursery through planting and continuing throughout the 180-day warranty period (Section 3.6).

The root ball shall be properly moistened to prevent desiccation. Prior to shipping, roots should fill the entire volume of the container, but should not be root bound. When pulled from the liner/tray, the roots shall support the soil volume of the container with minimum soil loss. All planting units shall be handled, packed, transported, and stored at the installation site in such a manner as to ensure protection against desiccation, thermal stress, disease, or physical damage. The contractor shall make the planting units available at all times for inspection by the Engineer. The Engineer will reject planting units improperly handled, packed, transported, or stored.

- D. **Number of Planting Units Delivered** – The drawings specify the estimated number of planting units required for the work. Varying site conditions may require adjustments beyond or below the estimated quantities. The contractor is required to provide sufficient plant quantities in order to perform the work in accordance with the contract documents. The Engineer will determine the final number of planting units eligible for payment.

Planting units delivered to the work site shall be contained in consistent, accessible, and uniform packing materials such as waxed boxes. Each

box delivered to a work site will be subject to planting unit inspection and counting. The contractor will specify a standard number of within-specification planting units for the packaging (e.g., 500 per box) before the Engineer will accept the delivery of planting units to the work site. The Engineer will reject boxes of planting units that contain fewer than the established standard number of within-specification planting units. If more than one box per delivery is found to contain fewer than the established standard planting unit count, the Engineer will reject all boxes of plants within that delivery. Boxes of planting units found to contain more than the standard number of planting units will be considered to contain only the standard number of planting units per box. The contractor shall coordinate delivery to ensure an excessive number of plant units and/or boxes are not staged at the construction site and all units are installed within five (5) days of the plants being "pulled" at the nursery.

### 3.4 PLANTING DEPTH & SPACING

- A. **Planting Unity Depth** - The contractor shall install all planting units at a minimum depth of 6 inches, as measured from the top of the root ball to the sand surface. The Engineer will reject plants not installed at or below this depth. Planting units out of compliance with this specification and unnoticed by the Engineer will be planted solely at the contractor's risk and will be subject to all of the survival criteria and warranty provisions detailed below in Section 3.6 SUCCESS CRITERIA & REPLANTING. In addition, the Owner may increase the retainage of the contract should the survival and warranty provisions of these specifications not be met.
- B. **Planting Unit Spacing** – The planting areas shall be paid out in 500-foot wide (maximum) sections to ensure property coverage and spacing. Placing units shall be planted in rows, with the most seaward row located along the lower limit of the planting zone marked on the drawings. Successive rows located on the dune shall be 12 inches apart for Option 1 or 18 inches apart for Option 2 and planted parallel to the seaward row. Planting units in each row along the dune slope shall be planted on 12-inch centers for Option 1 and 18-inch centers for Option 2. Planting units in each row shall be staggered mid-way (in the shore-parallel direction) between planting units in the adjacent rows. The contractor may modify the spacing requirements (+/- 4 inches for Option 1 and +/- 6 inches for Option 2) for up to 25% of the plants to achieve a more natural look. Planting units out of compliance with this specification will be planted solely at the contractor's risk and will be subject to all of the survival criteria and warranty provisions detailed below in Section 3.6 SUCCESS CRITERIA & REPLANTING.
- C. **Installation** – The contractor shall install planting units by hand labor and tools (e.g., spades, shovels, hand-held augers, etc.). The contractor shall install planting units to fully cover the planting areas shown in the drawings. Planting units shall be installed up to existing vegetation, existing structures (e.g., dune walkovers) or access paths.
- D. **Final Dressing** – The contractor shall smooth the planting area to remove any large depressions, mounds, or footprints from the finished grade surface. Filling around plants to provide sufficient burial will not be permitted.

### **3.5 SOIL AMENDMENTS**

#### **A. Hydrating Gel & Fertilizer**

The contractor shall utilize a hydrating gel such as Stockabsorb, Terr-asorb, or similar product with all planting units. The contractor shall fully hydrate the gel according to the manufacturer's specifications prior to use. Approximately one-half teaspoon of slow release (90-day) pelletized Osmocote fertilizer, or engineered-approved substitute, with an N:P:K ratio of 18-6-12, plus trace elements shall be added to the hydrating gel material for each 2-inch planting unit. The amount of fertilizer added to 4-inch planting units shall depend on the plant species and manufacturer's recommendations. The contractor shall place a minimum of one-half cup of the hydrated gel/fertilizer mixture at the bottom of the hole beneath the root zone of each planting unit during installation. The plants shall be installed such that the root ball is in contact with the hydrated gel/fertilizer mixture. Dipping the rootball in the hydrating gel/fertilizer mixture prior to installation will not be permitted. The fertilizer shall conform to the applicable State of Florida fertilizer laws.

Fertilizer requirements may vary for the different plant species. The contractor shall place fertilizer in accordance with standard industry practice for each varying species and size of plant, subject to the approval of the Owner & Engineer. The contractor's work plan shall detail the brand name and manufacturer of the proposed hydrating gel and fertilizer and proposed ratios for both 2-inch and 4-inch planting units. The contractor shall include the cost of the hydrating gel and fertilizer within the installed planting unit bid price.

#### **B. Initial & Maintenance Irrigation**

The contractor will be allowed to "water in" (initially irrigate) and maintenance-irrigate all newly installed planting units such that the root zone of all newly installed planting units is thoroughly saturated. The irrigation must be performed in accordance with a contractor-prepared and engineer-approved irrigation schedule within the submitted water plan. The watering plan shall detail the proposed number of irrigation events, irrigation methodology, the equipment, water source, labor, required time, notifications, and they physical condition(s) of the planting units, which signal the need for maintenance irrigation. The contractor shall notify the engineer at least 72 hours prior to the application of initial or maintenance irrigation. The contractor shall apply irrigation to the planting areas utilizing a non-destructive, non-scouring methodology. The contractor will be responsible for all aspects of the irrigation, including but not limited to, compliance with all environment permits, local beach access regulations, and any damages arising from initial or maintenance irrigation. The cost of the initial and/or maintenance irrigation shall be included within the installed planting unit bid price.

#### **C. Irrigation Water**

The contractor will be responsible for obtaining and applying all irrigation water required. All water shall be fresh and free from injurious amount of oil, acid, alkali salts or other materials harmful to the growth of the plants.

The contractor shall comply with all applicable permits and ordinances. No temporary or pipe irrigation systems will be allowed. The contractor will be responsible for coordinating with local agencies if the use of local hydrants is proposed.

- D. **Maintenance Fertilization** – The contractor, if approved by the engineer, may undertake maintenance fertilizer during the warranty period at their discretion. The contractor shall notify the engineer at least 72 hours prior to the application of maintenance fertilizer. The contractor shall not apply maintenance fertilization within 60 days of end of the 180-day warranty period. The contractor shall include the cost of any maintenance fertilization in the unit cost schedule that accompanies the contractor's bid documents. The contractor shall undertake maintenance fertilization, if employed, in a manner that complies with all environmental permits applicable to the project site.
- E. **Vehicle Access** – In developing irrigation plans, the contractor is advised that vehicle access to the beach and in the dune area is restricted and/or prohibited as outlined in Section 2.2.C and Section 7.6.

### 3.6 SUCCESS CRITERIA & REPLANTING

#### A. **Planting Unit Success Criteria**

The Engineer will assess the success of the planting effort approximately 180 days after completion of the planting unit installation (for the entire project) using three criteria: whole-site survival rate, planting unit survival pattern, and planting unit roof penetration. The Engineer will consider the planting effort a success and acceptable if all three of the described criteria (Criteria 1 – 3 below) are met at the 80% level. The Engineer will assess these criteria across the approximately 1,500 to 2,000-foot acceptance sections documented in the construction drawings for the purpose of warranty and payment.

#### B. **Whole-Site Survival Rate (Criteria 1)**

A minimum survival rate of 80% of all planting units installed over the site as a whole shall be achieved. The Engineer will consider plants as surviving if they show clearly vigorous rhizome and white, turgid roots, even in the absence of vital above ground growth.

#### C. **Planting Unit Survival Patter (Criteria 2)**

A minimum of 80% of the planting width perpendicular to the shoreline shall be occupied by surviving planting units at all locations. This survival criterion is needed to minimize the risk of dune over wash during storm events. The Engineer may waive this success criterion in areas where plant survival has been adversely impacted by unexpected pedestrian traffic, erosion, overwash or inundation.

#### D. **Planting Unit Roof Penetration (Criteria 3)**

A minimum of 24 out of 30 (80%) randomly selected plants within each acceptance section shall have achieved root penetration of nine inches

or greater, as measured from the top of the root ball down. The contractor or engineer, immediately following plant installation, shall tag the 30 randomly selected plants used to determine this measure of success. The Engineer may waive this success criterion if lesser root penetration is otherwise determined to be acceptable or if the lesser penetration was caused by factors outside the control of the contractor (e.g., excessive nature rainfall).

**E. Replanting of Units**

If any of the above success criteria are not met, as determined by the Engineer, the contractor shall replant the unsuccessful planting units with viable within-specification planting units of the same type originally installed. The contractor will assume sole responsibility for the replanting of planting units and will complete the replanting at no cost to the Owner. All warranty and survival provisions and requirements will apply to replanted planting units. The contractor will be responsible for properly disposing of all rejected planting units.

**F. Initial Planting Unit Survival**

The Engineer will reject and not consider eligible for payment all planting units that do not survive for a minimum of 10 days after installation. Within 5 days of notification by the Engineer that an area of initial planting units did not survive for 10 days, the contractor shall install new, within-specification planting units in areas identified by the Engineer. The contractor shall assume sole responsibility for installing the new replacement planting units at no cost to the Owner. The Engineer will consider the replacement planting units eligible for payment as "original" planting units only after they have survived a minimum of 10 days after installation. The contractor will be responsible for properly disposing of all rejected planting units.

**PART 4 – SAND FENCE AND POST & ROPE INSTALLATION**

**4.1 MATERIALS**

- A. The construction drawings specify acceptable sand fencing, post and rope materials.

**4.2 INSTALLATION**

- A. The contractor shall install sand fence along with seaward toe of the dune (seaward planting area limit), atop the flat back berm as shown in the drawings. Prior to installation, the contractor shall demonstrate the installation technique to be applied for installing the sand fencing, maintaining proper spacing and attached the rope. The contractor, at the discretion of the Engineer, may be allowed to vary sand fence length and/or spacing requirements in transition areas (e.g., areas adjacent to dune walkovers, accesses, etc.). Following sand fencing installation, the contractor shall attach a single strand of rope to the seaward sand fencing post as shown in the drawings to create a uniform barrier for the dune area. The rope connection shall be threaded through a hole drilled 3 inches from the top of the post and looped around the post. The rope

shall be stapled or nailed on the landward side to inhibit tampering. The contractor shall allow for uniform sag of approximately 12 inches in the rope between sand fence sections. Where the sand fence terminates at an existing dune walkover, the rope shall be tied and secured to the walkover at an area and elevation to keep the rope elevation and length uniform. The rope shall be stapled or nailed to inhibit tampering or disconnection. Where the sand fence terminates at an existing pathway or beach access, the contractor shall install a post and rope system from the seaward toe of the dune to the landward toe of the dune. The contractor shall install the posts and rope in accordance with the drawings. The posts for the post and rope pathways shall be minimum 3-inch diameter wood posts, no less than 7 feet in length, comprised of treated southern yellow pine, spruce or other wood of equal life and strength as may be approved by the Engineer. The contractor shall maintain a minimum access width of 6 feet at all major pathways unless otherwise shown in the drawings or directed by the Engineer. The engineer reserves the right to modify or field-determine the number and location of beach accesses over the dune. The Engineer will attempt to address the preferences of property owners with respect to access location and size through field adjustments.

#### 4.3 WARRANTY

- A. The contractor shall warrant the installed sand fence, posts and rope against deterioration and decay for 12 months following final acceptance. The contractor will not be responsible for warranting materials damaged during extreme storm events.

### PART 5 – SIGNAGE

#### 5.1 SIGNAGE

- A. **Materials** – The signage shall be constructed of 80-gage aluminum or better, shall have minimum dimensions of 12 inches & x 12 inches, and shall have white reflective coating and black lettering capable of withstanding the harsh beach environment. The signs shall read “**Please Keep Off – Dune Restoration in Progress**” and “**Dune Vegetation Protected – Florida Statue Ch. 161**” in accordance with the drawings. The contractor may propose alternative signage materials for approval by the Engineer. The contractor must submit proper documentation for proposed materials and outline the advantages of such materials. Signage posts shall be minimum 3-inch diameter wood posts, no less than 8 feet in length, comprised of treated southern yellow pine, spruce, or other wood of equal life and strength as may be approved by the Engineer. The Contractor’s Work Plan shall include the proposed sign and post details (material type, size, text, etc.).
- B. **Installation** – The contractor shall install signage designating the newly vegetated dune areas in accordance with the construction drawings. The contractor shall install signage posts with a minimum 3-foot embedment into the existing grade. Embedment shall not exceed 4-feet and shall be uniform across the project area. Signage shall be installed at the seaward dune toe immediately landward of the sand fencing and atop the dune crest immediately adjacent to existing dune walkovers and



foot pathways as depicted in the drawings. Signage installed near the seaward dune toe shall be attached to the seaward face of the timber post and face the offshore direction (south) to be viewed from the beach looking landward. Signage installed near the dune crest adjacent to walkways and foot paths shall be placed on both the seaward and landward side of the timber post and face both the offshore (south) and landward (north) directions. Signage shall be attached to the timber posts with stainless steel bolts and nuts or tamper-proof steel screws and plastic washers. The signs shall be placed at the general spacing depicted in the drawings and in close proximity to and in full view of the footpaths and dune walkovers.

- C. **Warranty** – The contractor shall warrant the installed signage against deterioration and decay for twelve months following final acceptance. The contractor will not be responsible for warranting materials damaged during extreme storm events.

## **PART 6 – REPORTING**

### **6.1 REPORTING**

- A. The contractor shall prepare a daily progress report for submittal by fax or electronic mail to the Owner & Engineer. At least five (5) days prior to commencement of the work, the contractor shall submit a sample progress report to the Engineer for review and approval. The daily progress shall include, at a minimum:
1. Project Name
  2. Contractor's name & contact information
  3. Date of report
  4. Weather conditions
  5. Work performed (alongshore limits of work referencing baseline stationing)
  6. Quantity of materials installed, staged, etc.
  7. Problems/delays/issues
  8. Instructions given/received
  9. Deviations from the drawings and/or specifications
  10. Certification statement by the contractor with the contractor's signature verifying the reported information.

## **PART 7 – ENVIRONMENTAL PROTECTION**

### **7.1 GENERAL**



- A. The contractor shall conduct all work related activities in a manner so as to minimize or avoid disturbance to the existing beach and dune environment. The contractor shall comply with all marine nesting turtle, beach mice, and shorebird protection requirements as specified in the Florida Department of Environmental Protection Permit #0286575-001-JC, U. S. Army Corps of Engineers Permit #SAJ-2008-00895, and referenced documents. The contractor and subcontractors are responsible for becoming intimately familiar with the permitting requirements and referenced documents and their potential impact on the proposed work. The regulations, requirements, conditions of these regulatory authorizations are considered a part of the contract and shall be complied with by the contractor and subcontractors. The contractor is responsible for informing its personnel and all subcontractor(s) of the permit requirements and the measures needed to maintain compliance with these requirements.

## **7.2 FUELDING OPEATIONS**

- A. The contractor will not be permitted to dispense fuel on the dune of sandy beach areas. The contractor shall take all responsibility precautions to prevent fuel spills or contamination of the ground with fuel. Should any fuel spills occur, the contractor shall immediately notify the Owner, Engineer, and any other required parties and immediately recover the contaminated ground and dispose of it offsite at an approved facility.

## **7.3 DAILY TURTLE NEST SURVEYS**

- A. Beginning May 1, Okaloosa County shall conduct daily marine turtle nest surveys of the beach within work area prior to 9:00 a.m. (local time). The contractor will be required to coordinate with the designated turtle monitoring personnel prior to commencing any vehicular activity on the beach to determine the location of any tests detected. The turtle monitor shall clearly mark, with stakes and flagging indicating a 3-foot (minimum) buffer radius, any nest discovered. The contractor shall document and verify all daily communication with the turtle monitor in the daily report. If the contractor finds an unmarked nest, the contractor shall prohibit any work within 10 feet of the nest and notify the Owner, Engineer, and turtle monitor immediately. Nests that interfere with the contractor's uncompleted work, shall be left in place and the contractor shall be relieved of installation any materials within 10 feet of the nest site.

## **7.4 IRRIGATION/FERTILIZER**

- A. The contractor is not permitted to irrigate or fertilize within 10 feet or upslope of any marked nest.

## **7.5 LIGHTING**

- A. Lighting of the beach and/or work area is prohibited.

## **7.6 BEACH DRIVING**

- A. The contractor is specifically advised that vehicle driving or parking on the beach is prohibited, expecting lightweight all-terrain vehicles with ground

pressure of 10 psi or less. The contractor shall obtain beach driving permits from the Owner for each vehicle used on the beach. Permits shall remain with each vehicle and be displayed in the driver's side windshield. Vehicle access shall only be through access points designated on the Construction Drawings. The Contractor is advised the proposed work area is soft sand, and only appropriate vehicles shall be utilized in support of the work.

The contractor will be responsible for filling or leveling any alteration of the beach topography (e.g., tire ruts, vehicle tracks, etc.) resulting from vehicular activity. The contractor will not be permitted to store any equipment or materials on the beach. The contractor shall store all equipment and materials not installed/used during the workday in the staging areas show on the drawings.

## **PART 8 – MEASUREMENT & PAYMENT**

### **8.1**

- A. **PAYMENT** – Payment shall be in accordance with the unit prices specified for the work and shall be based on the total number of installed and accepted units as described below and within these specifications and the contract documents. The contractor may submit partial payment requests upon completing the approximate 1,500 to 2,000-foot acceptance sections shown in the Construction Drawings.
1. **Dune Vegetation** – Payment for the number of planting units installed and accepted.
  2. **Sand Fencing** – Payment for the lineal feet of sand fencing installed and accepted. Sand fencing units will also include the rope placed along the seaward boundary of the fence.
  3. **Signage** – Payment for the number of signs and sign post installed and accepted.
  4. **Post & Rope Access Enhancements** – Payment for the lineal feet of post and rope installed and accepted.
  5. Additional payment for items in excess of that indicated on the Drawings and requested by the Owner will be calculated at unit prices stated in the contract.
  6. Unit prices are to include labor, materials, tools, equipment, and incidentals for the installation of all work components as listed herein and on the Drawings.
  7. No payment will be made for rejected items, items that do not comply with applicable sections of these specifications, and those items that are defective or damaged during handling or placement.
  8. No payment will be made for re-planting or other activities to conform to the warranty and success criteria provisions stipulated within these specifications.

## **PART 9 – PUBLIC SAFETY & CONFLICTS**

### **9.1 PUBLIC SAFETY**

- A. **Public Safety** – The contractor shall at all times protect the safety of the general public utilizing the beach and access areas, as well as recreating along the shoreline, within the adjacent to the proposed installation areas. The contractor shall notify the Owner and Engineer immediately of any concerns or issues relating to potential conflicts between work activities and residents or the general public.

### **9.2 CONFLICTS**

- A. **Conflicts** – The contractor is advised that construction work by other contractors may be occurring at the same time as plant installation. The contractor shall direct all concerns or issues relating to potential work conflicts to the Owner and Engineer.

# **ATTACHMENT "B"**

## **OKALOOSA ISLAND DUNE FLORA RESTORATION & BEACH ACCESS MANAGEMENT PROJECT CONSTRUCTION DRAWINGS AND SPECIFICATIONS**

### **TECHNICAL SPECIFICATIONS FOR THE OKALOOSA ISLAND DUNE FLORA RESTORATION AND BEACH ACCESS ENHANCEMENT PROJECT**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. These specifications include requirements for the furnishing of labor, materials, equipment and performing all operations in connection with dune vegetation, sand fencing, signage, and post and rope installation as indicated on the Construction Drawings (Drawings) and specified herein.
- B. The Contractor is informed that Okaloosa County has made a request to the Florida Department of Environmental Protection (FDEP) for a Coastal Construction Control Line (CCCL) Permit exemption as the project does not cause an adverse impact to the coastal system. The Contractor shall be aware that the FDEP may require additional permitting requirements beyond those stated in these specifications. The Contractor shall familiarize themselves with FDEP permitting requirements for dune restoration and beach access management projects as they relate to the proposed work.

##### **1.2 DEFINITIONS**

- A. Nomenclature: The scientific and common names of plants herein specified conform to the approved names given in Hortus Third (1976) by Liberty Hyde Bailey Hortorium.
- B. Planting Unit: For the purposes of this project, the term "planting unit" refers to vegetative material of an individual, viable, nursery-grown plant installed within a single hole created on the beach or dune system. Planting unit species and size vary in accordance with these Specifications and Contract Documents.
- C. Engineer: The Owner's representative responsible for construction observation and project certification.

##### **1.3 SUBMITTALS**

The following shall be submitted for Owner and Engineer approval:

- A. Work Plan: As part of the bid package, the Contractor shall submit to the Engineer a detailed work plan for the dune vegetation, sand fence, signage, and post and rope installation. The plan shall include the construction schedule (including plant propagation through installation), propagation method, types of hydrating gel and

fertilizer to be used (including the required manufacturers information), proposed materials, staging areas and access requirements, work force and equipment, and the qualifications of supervisor(s). The Contractor shall provide with the work plan documentation as to the source of the planting units to be installed, including collection permits and any other required permits or documentation.

- B. Watering Plan: As part of the bid package, the Contractor shall furnish to the Engineer a plan for watering the plants and an itemized list of equipment that will be used during watering operations. The watering plan shall detail the proposed number of irrigation events, irrigation methodology, equipment, water source, labor, required time, notifications, and the physical condition(s) of the planting units that signal the need for maintenance irrigation. The plan shall also include details regarding the hydrating gel requirements and any additional soil amendments (fertilizer) that may be included during the irrigation.
- C. Certificates of Compliance: Before delivery of planting materials, the Contractor shall submit to the Engineer certificates of compliance and/or documentation certifying that the planting materials meet all of the requirements (plant source, plant size, plant age, plant grade, etc.) for this specification.
- D. Notice of Commencement: The Contractor shall notify the Engineer at least 3 days before initiating the work, including mobilization, staging, and/or field work.
- E. Notice for Inspection: The Contractor shall notify the Engineer at least 10 days before the scheduled 180-day inspection that the vegetation is ready for inspection. The Contractor shall meet and accompany the Engineer onsite during the inspection.
- F. Soil Amendments: The Contractor shall submit the required manufacturer's information certifying that soil amendments meet the specifications.

## **PART 2 - EXECUTION**

### **2.1 GENERAL**

#### **A. Schedule**

The Contractor shall complete all construction activity (plant, sand fence, signage, and post and rope installation) and remove all equipment from the beach and work areas prior to marine turtle nesting season (May 1 – October 31). The Contractor shall not commence work until receiving a written Notice to Proceed from the Owner or Engineer. Work is permitted seven (7) days a week during daylight hours only (sunrise to 1 hour after sunset).

#### **B. Notification**

The Contractor shall notify the Engineer at least 3 days prior to project mobilization, commencement of installation, project completion, inspections, and demobilization. The Contractor shall notify the Engineer at least 10 days before the scheduled 180-day vegetation inspection. The Contractor shall notify the Engineer at least 48 hours prior to the suspension of work. The Contractor shall notify the Engineer immediately for any

work stoppages resulting from environmental impacts (turtle nest impacts, fuel spills, etc.), permit violations, property owner disputes, safety violations, etc.

C. Work

The Contractor shall install the dune vegetation, sand fencing, signage, and post and rope in accordance with the Drawings. The Contractor shall field-verify the specific locations of the work and obtain Engineer approval prior to installation of any work components. The Owner and Engineer reserve the right to suspend the work at any time when the location, layout, or limits established by the Contractor are not sufficient to define the work. The Contractor shall utilize the construction baseline and stationing shown in the Drawings to define features of the work and document completed work areas.

D. Planting Layout

The Contractor shall lay out the locations of the proposed vegetation areas, for approval by the Engineer, prior to planting. At a minimum, the layout shall include markers (e.g., flagging or stakes) at the seaward and landward limits of the planting area, accesses (paths and dune walkovers), and endpoints of the work. The markers shall be placed at 100-foot centers maximum and at reduced distances in non-uniform areas to clearly define the planting area. The Contractor will be responsible for tracking and removing all stakes and markers from the beach project area. The work shall be performed in a continuous manner from start to finish without interruption or variation.

## **2.2 WORK AREAS AND ACCESS**

A. Planting Areas

The plant units shall be installed on the existing dune within the planting areas shown in the Drawings. The Zone I planting area primarily represents the seaward dune face and dune crest. The Zone II planting area primarily represents the landward dune face.

B. Staging Areas

The Contractor shall utilize the staging areas shown in the Drawings. The Contractor shall maintain the staging areas in a neat and orderly fashion and minimize the area utilized for staging and/or equipment storage. The Contractor will be responsible for cleaning and restoring the staging areas to pre-construction conditions to the satisfaction of the Owner and Engineer prior to demobilization. The Contractor shall be responsible for any damage to the existing dunes, dune vegetation, private and public property, and staging, work, and access areas. The Contractor shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer. The Contractor will not be permitted to stockpile equipment or materials on the beach except those required for immediate (same day) planting or installation. The Contractor is responsible for the collection and removal of any debris and litter associated with the work. The Work Plan submitted by the Contractor shall describe the proposed use (including equipment/materials to be stored, schedule, etc.) of the staging areas.

C. Beach Access

The Contractor shall utilize only the beach access corridors shown in the Drawings unless otherwise approved by the Owner and Engineer. The Contractor shall maintain all beach accesses in working order and shall not inhibit the general public from accessing the beach. The Contractor shall not enter or place planting units, sand fence, equipment or materials on private properties outside of the project area defined in the Drawings. The Contractor shall minimize access and travel along the beach to avoid disturbance or impacts to the existing beach and dune system. Driving vehicles along any part of the dune or upland of the dune is prohibited. The Contractor 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 not exceed 500 linear feet in a shore-parallel direction.

**PART 3 - PRODUCTS**

**3.1 PLANTING MATERIALS**

A. Plant Source

The source of all planting units delivered under this bid item will be limited to seeds and propagated plants collected from the South Alabama and Florida Panhandle coasts. Source material collected from areas other than the South Alabama and the Florida Panhandle coasts (e.g., Florida east coast or Caribbean) will be rejected. The Contractor shall provide written documentation as to the source of the planting units in the bid package. Documentation shall include collection permits or contracts from the Florida Department of Environmental Protection (FDEP), the U.S. Department of Agriculture, or other comparable documents. Bids submitted without this documentation will not be considered.

B. Plant Species

The Contractor shall plant the native dune species listed below in accordance with the specified percentages of total plants and within the areas shown in the Drawings. The Contractor shall meet the specified planting percentages over the approximately 1,500 to 2,000-foot long acceptance sections documented in the Drawings. Section 3.1.C below includes specifications for the diversity species. The Contractor's Work Plan shall include a detailed description of the proposed planting scheme.

1. Planting Zone I (Seaward Dune Face and Dune Crest):

- a. Sea Oats (*Uniola paniculata*) – 80%
- b. Panic Grass (*Panicum amarum*) – 10%
- c. Diversity Species – 10%

2. Planting Zone II (Landward Dune Face):

- a. Sea Oats (*Uniola paniculata*) – 70%
- b. Panic Grass (*Panicum amarum*) – 10%
- c. Diversity Species – 20%

C. Diversity Species

The Contractor shall provide and install a minimum of three additional native species according to the percentages specified above. The Contractor shall plant the diversity species intermittently among the sea oats, in even distributions, and within the areas of greatest survival and function according to standard industry practice. The diverse species provided shall be in even proportions. Diversity species may include (but not be limited to):

Beach Elder (*Iva imbricata*)

Beach Morning Glory (*Ipomoea imperati*)

Railroad Vine (*Ipomoea pes-caprae*)

Sea Purslane (*Sesuvium portulacastrum*)

Coastal Blue Stem (*Schizachyrium scoparium*)

Dune Sunflower (*Helianthus debilis*)

Blanket Flower (*Gaillardia pulchella*)

Coastal Sea Rocket (*Cakile lanceolata*)

The Contractor may recommend additional diversity species for approval by the Engineer. The Contractor shall submit appropriate documentation identifying the advantages of the proposed species and certifying the proposed species are suitable for the site.

### 3.2 PROPAGATION METHODS

A. Liners

For 2-inch species, all plant materials shall be grown in multi-well trays (liners) not to exceed a size of approximately 1.5 inches wide by 1.5 inches long and not less than 2.5 inches in depth. Root ball (container) volumes shall not be less than 5 cubic inches.

For 4-inch species, all plant materials shall be grown in multi-well liners not to exceed a size of approximately 3.1 inches wide by 3.1 inches long and not less than 3 inches in depth. Root ball (container) volumes shall not be less than 26 cubic inches.

B. Number of Seeds per Liner

The nursery shall determine, through germination experiments, the number of seeds placed in each liner such that viable planting units with at least three emergent stems for 2-inch planting units and at least four emergent stems for 4-inch planting units are



produced. Planting units with fewer than the specified number of stems will not be accepted. Prior to shipping, roots should fill the entire volume of the container, but the containers shall not be root bound. When the plants are pulled from the liner, the roots shall support the soil volume of the container with minimal soil loss. The Engineer may require the Contractor to perform such demonstrations prior to planting.

C. Micropropagation

Planting units grown from approved sources via micropropagation techniques may be accepted. Plants produced from cuttings or the division of larger plants may be used if the material is derived from South Alabama or Florida Panhandle sources and meets all of the specifications for seed-producing planting units. However, planting units derived from micropropagation techniques shall not exceed 25% of the total number of planting units delivered.

D. Inspections

The Contractor shall provide the Engineer and Owner with access to all nursery operations in the manner and time frame requested by the Owner or Engineer for the purpose of performing compliance inspections of the propagation and production methods being employed by the Contractor.

### **3.3 PLANT SIZE, AGE, AND CONDITION**

A. Plant Size

For 2-inch planting units, Sea Oats and Panic Grasses shall be 8 – 16 inches in height, as measured from the top of the root ball to the apical meristem, and have a minimum of three healthy stems. 2-inch units shall have a root ball volume of at least 5 cubic inches. For 4-inch planting units, Sea Oats and Panic Grasses shall be 12 – 24 inches in height, as measured from the top of the root ball to the apical meristem, and have a minimum of four healthy stems. All diversity species shall be 4-inch planting units. 4-inch planting units shall have a root ball volume of at least 26 cubic inches. For the purposes of this specification, the plant material in a single liner represents one planting unit, regardless of the soil volume or number of viable stems. The Engineer will reject any plants not meeting these size constraints.

B. Plant Age

Planting units shall be 60- to 90-days old for 2-inch planting units and 90- to 120-days old for 4-inch planting units, as measured from the approximate time of germination. The Engineer may reject planting units younger or older than these specifications. The Contractor shall coordinate delivery to ensure planting units are installed within five (5) days of the plant being “pulled” at the nursery.

C. Plant Condition

All planting units provided by the Contractor shall be of the highest quality and shall have moist, vigorous root systems free of rot, disease, or discoloration at the time of delivery and installation. The Engineer will reject planting units not meeting these

specifications. The Engineer will not consider rejected planting units as delivered to the site and will not be eligible for payment for production, delivery, or other costs. The Contractor will be responsible for properly disposing of rejected planting units. The Contractor shall maintain the high-quality condition of the plants from the time the plants are "pulled" at the nursery through planting and continuing throughout the 180-day warranty period (Section 3.6).

The root ball shall be properly moistened to prevent desiccation. Prior to shipping, roots should fill the entire volume of the container, but should not be root bound. When pulled from the liner/tray, the roots shall support the soil volume of the container with minimal soil loss. All planting units shall be handled, packed, transported, and stored at the installation site in such a manner as to ensure protection against desiccation, thermal stress, disease, or physical damage. The Contractor shall make the planting units available at all times for inspection by the Engineer. The Engineer will reject planting units improperly handled, packed, transported, or stored.

D. Number of Planting Units Delivered

The Drawings specify the estimated number of planting units required for the work. Varying site conditions may require adjustments beyond or below the estimated quantities. The Contractor is required to provide sufficient plant quantities in order to perform the work in accordance with the Contract Documents. The Engineer will determine the final number of planting units eligible for payment.

Planting units delivered to the work site shall be contained in consistent, accessible, and uniform packing materials such as waxed boxes. Each box delivered to a work site will be subject to planting unit inspection and counting. The Contractor will specify a standard number of within-specification planting units for the packaging (e.g., 500 per box) before the Engineer will accept the delivery of planting units to the work site. The Engineer will reject boxes of planting units that contain fewer than the established standard number of within-specification planting units. If more than one box per delivery is found to contain fewer than the established standard planting unit count, the Engineer will reject all boxes of plants within that delivery. Boxes of planting units found to contain more than the standard number of planting units will be considered to contain only the standard number of planting units per box. The Contractor shall coordinate delivery to ensure an excessive number of plant units and/or boxes are not staged at the construction site and all units are installed within five (5) days of the plants being "pulled" at the nursery.

### **3.4 PLANTING DEPTH AND SPACING**

A. Planting Unit Depth

The Contractor shall install all planting units at a minimum depth of 6 inches, as measured from the top of the root ball to the sand surface. The Engineer will reject plants not installed at or below this depth. Planting units out of compliance with this specification and unnoticed by the Engineer will be planted solely at the Contractor's risk and will be subject to all of the survival criteria and warranty provisions detailed below in Section 3.6 SUCCESS CRITERIA AND REPLANTING. In addition, the Owner may

increase the retainage of the contract should the survival and warranty provisions of these specifications not be met.

**B. Planting Unit Spacing**

The planting areas shall be laid out in 500-foot wide (maximum) sections to ensure proper coverage and spacing. Planting units shall be planted in rows, with the most seaward row located along the lower limit of the planting zone marked on the Drawings. Successive rows located on the dune shall be 12 inches apart for Option 1 or 18 inches apart for Option 2 and planted parallel to the seaward row. Planting units in each row along the dune slope shall be planted on 12-inch centers for Option 1 and 18-inch centers for Option 2. Planting units in each row shall be staggered mid-way (in the shore-parallel direction) between planting units in the adjacent rows. The Contractor may modify the spacing requirements (+/- 4 inches for Option 1 and +/- 6 inches for Option 2) for up to 25% of the plants to achieve a more natural look. Planting units out of compliance with this specification will be planted solely at the Contractor's risk and will be subject to all of the survival criteria and warranty provisions detailed below in Section 3.6 SUCCESS CRITERIA AND REPLANTING.

**C. Installation**

The Contractor shall install planting units by hand labor and tools (e.g., spades, shovels, hand-held augers, etc.). The Contractor shall install planting units to fully cover the planting areas shown in the Drawings. Planting units shall be installed up to existing vegetation, existing structures (e.g., dune walkovers) or access paths.

**D. Final Dressing**

The Contractor shall smooth the planting area to remove any large depressions, mounds, or footprints from the finished grade surface. Filling around plants to provide sufficient burial will not be permitted.

**3.5 SOIL AMENDMENTS**

**A. Hydrating Gel and Fertilizer**

The Contractor shall utilize a hydrating gel such as Stockabsorb, Terra-sorb, or similar product with all planting units. The Contractor shall fully hydrate the gel according to the manufacturer's specifications prior to use. Approximately one-half teaspoon of slow release (90-day) pelletized Osmocote fertilizer, or Engineered-approved substitute, with an N:P:K ratio of 18-6-12, plus trace elements shall be added to the hydrating gel material for each 2-inch planting unit. The amount of fertilizer added to 4-inch planting units shall depend on the plant species and manufacturer's recommendations. The Contractor shall place a minimum of one-half cup of the hydrated gel/fertilizer mixture at the bottom of the hole beneath the root zone of each planting unit during installation. The plants shall be installed such that the root ball is in contact with the hydrated gel/fertilizer mixture. Dipping the rootball in the hydrating gel/fertilizer mixture prior to installation will not be permitted. The fertilizer shall conform to the applicable State of Florida fertilizer laws.

Fertilizer requirements may vary for the different plant species. The Contractor shall place fertilizer in accordance with standard industry practice for each varying species and size of plant, subject to the approval of the Owner and Engineer. The Contractor's work plan shall detail the brand name and manufacturer of the proposed hydrating gel and fertilizer and proposed ratios for both 2-inch and 4-inch planting units. The Contractor shall include the cost of the hydrating gel and fertilizer within the installed planting unit bid price.

**B. Initial and Maintenance Irrigation**

The Contractor will be allowed to "water in" (initially irrigate) and maintenance-irrigate all newly installed planting units such that the root zone of all newly installed planting units is thoroughly saturated. The irrigation must be performed in accordance with a Contractor-prepared and Engineer-approved irrigation schedule within the submitted watering plan. The watering plan shall detail the proposed number of irrigation events, irrigation methodology, the equipment, water source, labor, required time, notifications, and the physical condition(s) of the planting units which signal the need for maintenance irrigation. The Contractor shall notify the Engineer at least 72 hours prior to the application of initial or maintenance irrigation. The Contractor shall apply irrigation to the planting areas utilizing a non-destructive, non-scouring methodology. The Contractor will be responsible for all aspects of the irrigation, including but not limited to, compliance with all environmental permits, local beach access regulations, and any damages arising from initial or maintenance irrigation. The cost of the initial and/or maintenance irrigation shall be included within the installed planting unit bid price.

**C. Irrigation Water**

The Contractor will be responsible for obtaining and applying all irrigation water required. All water shall be fresh and free from injurious amount of oil, acid, alkali salts or other materials harmful to the growth of the plants. The Contractor shall comply with all applicable permits and ordinances. No temporary or piped irrigation systems will be allowed. The Contractor will be responsible for coordinating with local agencies if the use of local hydrants is proposed.

**D. Maintenance Fertilization**

The Contractor, if approved by the Engineer, may undertake maintenance fertilizer during the warranty period at their discretion. The Contractor shall notify the Engineer at least 72 hours prior to the application of maintenance fertilizer. The Contractor shall not apply maintenance fertilization within 60 days of the end of the 180-day warranty period. The Contractor shall include the cost of any maintenance fertilization in the unit cost schedule that accompanies the Contractor's bid documents. The Contractor shall undertake maintenance fertilization, if employed, in a manner that complies with all environmental permits applicable to the project site.

**E. Vehicle Access**

In developing irrigation plans, the Contractor is advised that vehicle access to the beach and in the dune area is restricted and/or prohibited as outlined in Section 2.2.C and Section 7.6.

### **3.6 SUCCESS CRITERIA AND REPLANTING**

#### **A. Planting Unit Success Criteria**

The Engineer will assess the success of the planting effort approximately 180 days after completion of the planting unit installation (for the entire project) using three criteria: whole-site survival rate, planting unit survival pattern, and planting unit root penetration. The Engineer will consider the planting effort a success and acceptable if all three of the described criteria (Criteria 1 – 3 below) are met at the 80% level. The Engineer will assess these criteria across the approximately 1,500 to 2,000-foot acceptance sections documented in the Drawings for the purpose of warranty and payment.

#### **B. Whole-Site Survival Rate (Criteria 1)**

A minimum survival rate of 80% of all planting units installed over the site as a whole shall be achieved. The Engineer will consider plants as surviving if they show clearly vigorous rhizome and white, turgid roots, even in the absence of vital above ground growth.

#### **C. Planting Unit Survival Pattern (Criteria 2)**

A minimum of 80% of the planting width perpendicular to the shoreline shall be occupied by surviving planting units at all locations. This survival criterion is needed to minimize the risk of dune over wash during storm events. The Engineer may waive this success criterion in areas where plant survival has been adversely impacted by unexpected pedestrian traffic, erosion, overwash or inundation.

#### **D. Planting Unit Root Penetration (Criteria 3)**

A minimum of 24 out of 30 (80%) randomly selected plants within each acceptance section shall have achieved root penetration of nine inches or greater, as measured from the top of the root ball down. The Contractor and Engineer, immediately following plant installation, shall tag the 30 randomly selected plants used to determine this measure of success. The Engineer may waive this success criterion if lesser root penetration is otherwise determined to be acceptable or if the lesser penetration was caused by factors outside the control of the Contractor (e.g., excessive natural rainfall).

#### **E. Replanting of Units**

If any of the above success criteria are not met, as determined by the Engineer, the Contractor shall replant the unsuccessful planting units with viable within-specification planting units of the same type originally installed. The Contractor will assume sole responsibility for the replanting of planting units and will complete the replanting at no cost to the Owner. All warranty and survival provisions and requirements will apply to replanted planting units. The Contractor will be responsible for properly disposing of all rejected planting units.

#### **F. Initial Planting Unit Survival**

The Engineer will reject and not consider eligible for payment all planting units that do not survive for a minimum of 10 days after installation. Within 5 days of notification by the Engineer that an area of initial planting units did not survive for 10 days, the Contractor shall install new, within-specification planting units in areas identified by the Engineer. The Contractor shall assume sole responsibility for installing the new replacement planting units at no cost to the Owner. The Engineer will consider the replacement planting units eligible for payment as "original" planting units only after they have survived a minimum of 10 days after installation. The Contractor will be responsible for properly disposing of all rejected planting units.

#### **PART 4 - SAND FENCE and POST & ROPE INSTALLATION**

##### **4.1 MATERIALS**

- A. The Drawings specify acceptable sand fencing, post and rope materials.

##### **4.2 INSTALLATION**

- A. The Contractor shall install sand fence along the seaward toe of the existing dune (seaward planting area limit) as shown in the Drawings. Prior to installation, the Contractor shall demonstrate the installation technique to be applied for installing the sand fencing, maintaining proper spacing and attaching the rope. The Contractor, at the discretion of the Engineer, may be allowed to vary sand fence length and/or spacing requirements in transition areas (e.g., areas adjacent to dune walkovers, accesses, etc.). Following sand fencing installation, the Contractor shall attach a single strand of rope to the seaward sand fencing post as shown in the Drawings to create a uniform barrier for the dune area. The rope connection shall be threaded through a hole drilled 3 inches from the top of the post and looped around the post. The rope shall be stapled or nailed on the landward side to inhibit tampering. The Contractor shall allow for uniform sag of approximately 12 inches in the rope between sand fence sections. Where the sand fence terminates at an existing dune walkover, the rope shall be tied and secured to the walkover at an area and elevation to keep the rope elevation and length uniform. The rope shall be stapled or nailed to inhibit tampering or disconnection. Where the sand fence terminates at an existing pathway or beach access, the Contractor shall install a post and rope system from the seaward toe of the dune to the landward toe of the dune. The Contractor shall install the posts and rope in accordance with the Drawings. The posts for the post and rope pathways shall be minimum 3-inch diameter wood posts, no less than 7 feet in length, comprised of treated southern yellow pine, spruce or other wood of equal life and strength as may be approved by the Engineer. The Contractor shall maintain a minimum access width of 6 feet at all major pathways unless otherwise shown in the Drawings or directed by the Engineer. The Engineer reserves the right to modify or field-determine the number and location of beach accesses over the dune. The Engineer will attempt to address the preferences of property owners with respect to access location and size through field adjustments.

### **4.3 WARRANTY**

- A. The Contractor shall warrant the installed sand fence, posts and rope against deterioration and decay for twelve months following final acceptance. The Contractor will not be responsible for warranting materials damaged during extreme storm events.

## **PART 5 - SIGNAGE**

### **5.1 SIGNAGE**

- A. Materials

The signage shall be constructed of 80-gage aluminum or better, shall have minimum dimensions of 12 inches x 12 inches, and shall have white reflective coating and black lettering capable of withstanding the harsh beach environment. The signs shall read "Please Keep Off – Dune Restoration in Progress" and "Dune Vegetation Protected – Florida Statute Ch. 161" in accordance with the Drawings. The Contractor may propose alternative signage materials for approval by the Engineer. The Contractor must submit proper documentation for proposed materials and outline the advantages of such materials. Signage posts shall be minimum 3-inch diameter wood posts, no less than 8 feet in length, comprised of treated southern yellow pine, spruce, or other wood of equal life and strength as may be approved by the Engineer. The Contractor's Work Plan shall include the proposed sign and post details (material type, size, text, etc.).

- B. Installation

The Contractor shall install signage designating the newly vegetated dune areas in accordance with the Drawings. The Contractor shall install signage posts with a minimum 3-foot embedment into the existing grade. Embedment shall not exceed four feet and shall be uniform across the project area. Signage shall be installed at the seaward dune toe immediately landward of the sand fencing and atop the dune crest immediately adjacent to existing dune walkovers and foot pathways as depicted in the Drawings. Signage installed near the seaward dune toe shall be attached to the seaward face of the timber post and face the offshore direction (south) to be viewed from the beach looking landward. Signage installed near the dune crest adjacent to walkways and foot paths shall be placed on both the seaward and landward side of the timber post and face both the offshore (south) and landward (north) directions. Signage shall be attached to the timber posts with stainless steel bolts and nuts or tamper-proof stainless steel screws and plastic washers. The signs shall be placed at the general spacing depicted in the Drawings and in close proximity to and in full view of the footpaths and dune walkovers.

- C. Warranty

The Contractor shall warrant the installed signage against deterioration and decay for twelve months following final acceptance. The Contractor will not be responsible for warranting materials damaged during extreme storm events.

## **PART 6 - REPORTING**

The Contractor shall prepare a daily progress report for submittal by fax or electronic mail to the Owner and Engineer. At least five (5) days prior to commencement of the work, the Contractor shall submit a sample progress report to the Engineer for review and approval. The daily progress 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 (alongshore limits of work referencing baseline stationing)
6. Quantity of materials installed, staged, etc.
7. Problems/delays/issues
8. Instructions given/received
9. Deviations from the Drawings and/or Specifications
10. Certification statement by the Contractor with the Contractor's signature verifying the reported information

## **PART 7 - ENVIRONMENTAL PROTECTION**

### **7.1 GENERAL**

The Contractor shall conduct all work related activities in a manner so as to minimize or avoid disturbance to the existing beach and dune environment. The Contractor shall comply with all Federal, State, and local environmental and endangered species protection requirements and regulations related to the protection of nesting marine turtles, beach mice, and shorebirds. The Contractor and subcontractors are responsible for becoming intimately familiar with applicable requirements and regulations and their potential impact on the proposed work. Federal, State, and local environmental and endangered species protection requirements and regulations are considered a part of the contract and shall be complied with by the Contractor and subcontractors. The Contractor is responsible for informing its personnel and all subcontractor(s) of all applicable requirements and the measures needed to maintain compliance with these requirements.

### **7.2 FUELING OPERATIONS**

The Contractor will not be permitted to dispense fuel on the dune or sandy beach areas. The Contractor shall take all responsible precautions to prevent fuel spills or contamination of the ground with fuel. Should any fuel spills occur, the Contractor shall immediately notify the Owner, Engineer, and any other required parties and



immediately recover the contaminated ground and dispose of it offsite at an approved facility.

### **7.3 DAILY TURTLE NEST SURVEYS**

Beginning May 1, Okaloosa County shall conduct daily marine turtle nest surveys of the beach within the work area prior to 9:00 am (local time). The Contractor will be required to coordinate with the designated turtle monitoring personnel prior to commencing any vehicular activity on the beach to determine the location of any nests detected. The turtle monitor shall clearly mark, with stakes and flagging indicating a 3-foot (minimum) buffer radius, any nest discovered. The Contractor shall document and verify all daily communication with the turtle monitor in the daily report. If the Contractor finds an unmarked nest, the Contractor shall prohibit any work within 10 feet of the nest and notify the Owner, Engineer, and turtle monitor immediately. Nests that interfere with the Contractor's uncompleted work shall be left in place and the Contractor shall be relieved of installing any materials within 10 feet of the nest site.

### **7.4 IRRIGATION / FERTILIZER**

The Contractor is not permitted to irrigate or fertilize within 10 feet or upslope of any marked nest.

### **7.5 LIGHTING**

Lighting of the beach and/or work area is prohibited.

### **7.6 BEACH DRIVING**

The Contractor is specifically advised that vehicle driving or parking on the beach is prohibited, excepting lightweight all-terrain vehicles with ground pressure of 10 psi or less. The Contractor shall obtain beach driving permits from the Owner for each vehicle used on the beach. Permits shall remain with each vehicle and be displayed in the driver's side windshield. Vehicle access shall only be through access points designated on the Drawings. The Contractor is advised the proposed work area is soft sand, and only appropriate vehicles shall be utilized in support of the work.

The Contractor will be responsible for filling or leveling any alteration of the beach topography (e.g., tire ruts, vehicle tracks, etc.) resulting from vehicular activity. The Contractor will not be permitted to store any equipment or materials on the beach. The Contractor shall store all equipment and materials not installed/used during the workday in the staging areas shown on the Drawings.

## **PART 8 - MEASUREMENT AND PAYMENT**

### **8.1 PAYMENT**

Payment shall be in accordance with the unit prices specified for the work and shall be based on the total number of installed and accepted units as described below and within these Specifications and the Contract Documents. The Contractor may submit partial payment requests upon completing the approximate 1,500 to 2,000-foot acceptance sections shown in the Drawings.

1. Dune Vegetation: Payment for the number of planting units installed and accepted.
2. Sand Fencing: Payment for the lineal feet of sand fencing installed and accepted. Sand fencing units will also include the rope placed along the seaward boundary of the fence.
3. Signage: Payment for the number of signs and sign post installed and accepted.
4. Post and Rope Access Enhancements: Payment for the lineal feet of post and rope installed and accepted.
5. Additional payment for items in excess of that indicated on the Drawings and requested by the Owner will be calculated at unit prices stated in the Contract.
6. Unit prices are to include labor, materials, tools, equipment, and incidentals for the installation of all work components as listed herein and on the Drawings.
7. No payment will be made for rejected items, items that do not comply with applicable sections of these Specifications, and those items that are defective or damaged during handling or placement.
8. No payment will be made for re-planting or other activities required to conform to the warranty and success criteria provisions stipulated within these Specifications.

## **PART 9 - PUBLIC SAFETY AND CONFLICTS**

### **9.1 PUBLIC SAFETY**

The Contractor shall at all times protect the safety of the general public utilizing the beach and access areas, as well as recreating along the shoreline, within and adjacent to the proposed installation areas. The Contractor shall notify the Owner and Engineer immediately of any concerns or issues relating to potential conflicts between work activities and residents or the general public.

## **9.2 CONFLICTS**

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

**-- End of Section --**

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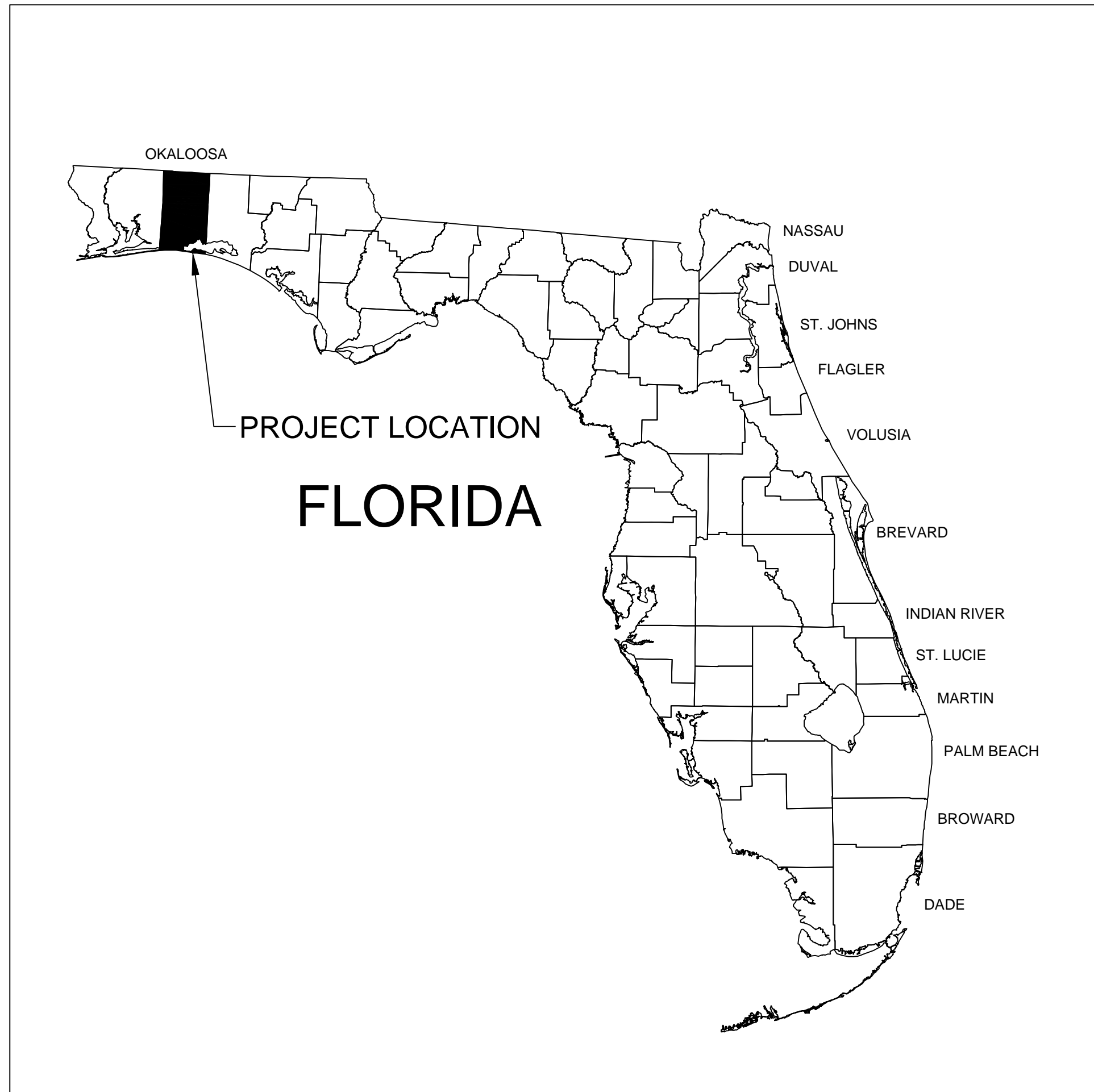
# OKALOOSA ISLAND DUNE FLORA RESTORATION AND BEACH ACCESS MANAGEMENT

## OKALOOSA COUNTY, FLORIDA



### DRAWING INDEX

- C-1 TITLE SHEET
- C-2 OVERVIEW
- C-3 ESTIMATED QUANTITIES SCHEDULE
- C-4 PLANTING DETAILS
- C-5 BEACH PLAN
- C-6 BEACH PLAN
- C-7 BEACH PLAN
- C-8 BEACH PLAN
- C-9 BEACH PLAN
- C-10 BEACH PLAN



**LOCATION MAP**  
N.T.S.



**VICINITY MAP**  
1" = 2000' (22x34)  
1" = 4000' (11x17)

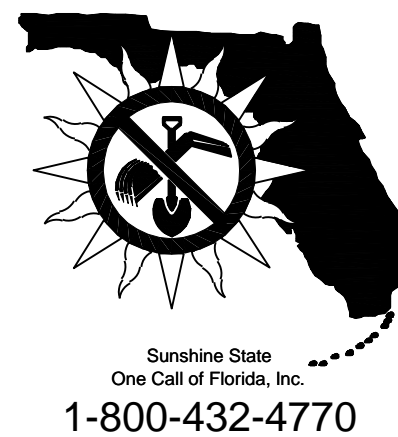
REFERENCE:  
USGS 7.5' QUADRANGLE MAP,  
DESTIN, FLORIDA

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

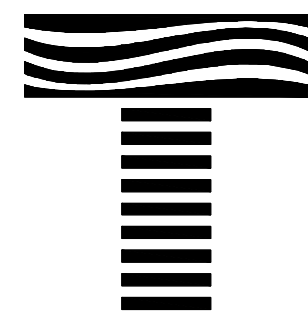
**ENGINEER CONTACT INFORMATION**  
MATTHEW A. TRAMMELL, P.E.  
TAYLOR ENGINEERING, INC.  
1221 AIRPORT ROAD, SUITE 210  
DESTIN, FL 32541  
(850) 460-7040  
(850) 375-8651

**PROJECT LOCATION**  
OKALOOSA ISLAND, OKALOOSA COUNTY, FLORIDA  
SECTIONS 23,24,30; TOWNSHIP 2S; RANGE 23W, 24W  
LATITUDE: 30.3929° - 30.3974°  
LONGITUDE: 86.5827° - 86.6335°  
NORTHING: 512,557 - 514,495  
EASTING: 1,295,896 - 1,311,884  
FDEP REFERENCE MONUMENTS: R-1 TO R-16

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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.

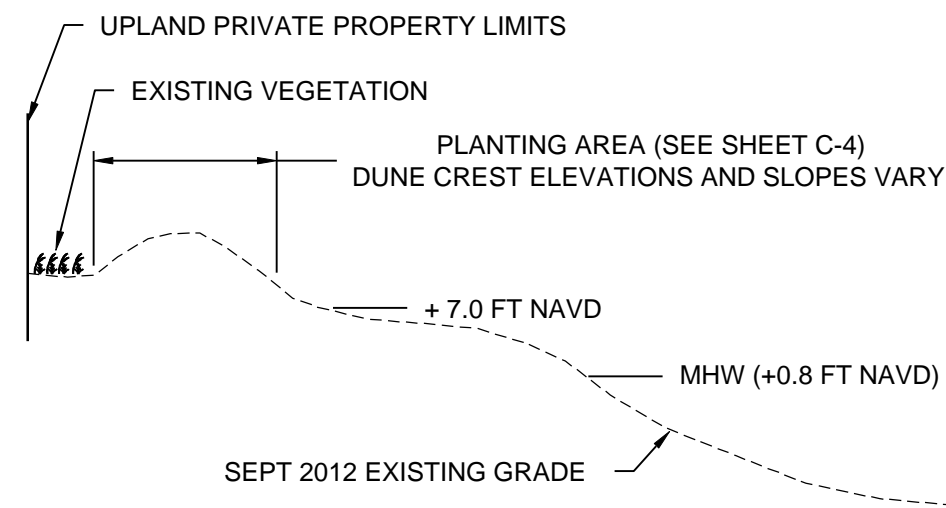
 <b>TAYLOR ENGINEERING INC.</b> 10151 DEERWOOD PARK BLVD. BLDG. 300, SUITE 300 JACKSONVILLE, FLORIDA 32256 (904)-731-7040 1221 AIRPORT ROAD, SUITE 210 DESTIN, FL 32541 (850) 460-7040 <small>CERTIFICATE OF AUTHORIZATION # 4815</small>	PROJECT TITLE <b>OKALOOSA ISLAND DUNE FLORA RESTORATION AND BEACH ACCESS MANAGEMENT</b> OKALOOSA COUNTY, FLORIDA		SEAL   MATTHEW TRAMMELL P.E.# 69244  <h1>C-1</h1> SHEET 1 OF 10
	PROJECT NO C2012-061	DATE DEC 2012	



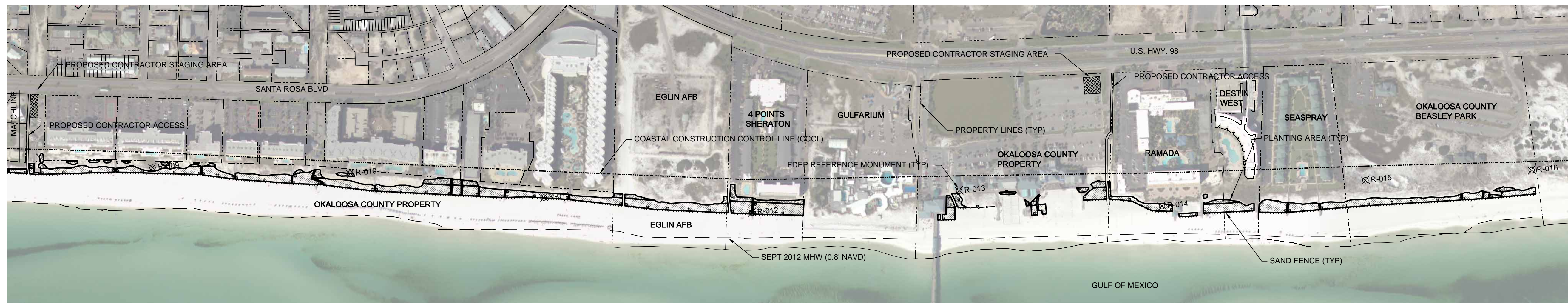
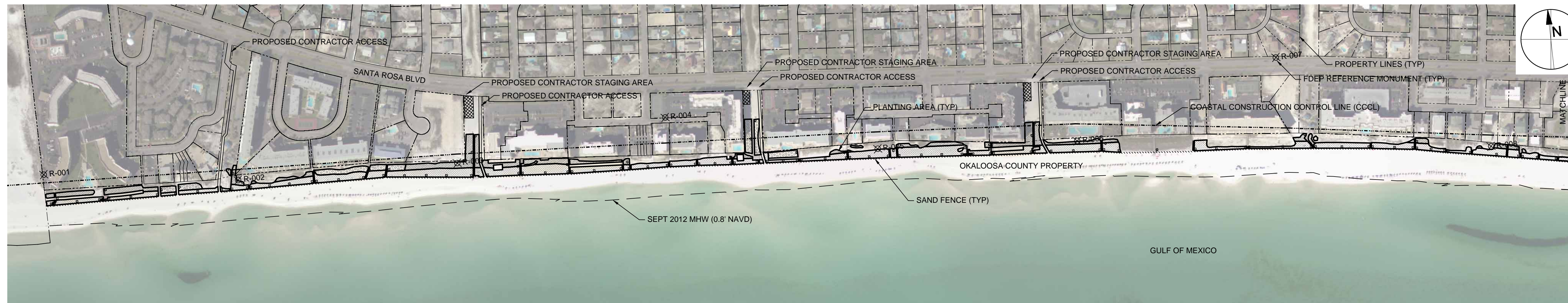
**GENERAL NOTES:**

1. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD 88).
2. ALL COORDINATES REFERENCE STATE PLANE FLORIDA NORTH NAD 83.
3. EXISTING BEACH GRADE SURVEYED SEPTEMBER 2012 BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
4. AERIAL IMAGERY TAKEN IN 2010 AND OBTAINED FROM FDOT AND AERIALS EXPRESS. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY, NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THIS MAP.
5. COASTAL CONSTRUCTION CONTROL LINE (CCCL) OBTAINED FROM FDEP.
6. PROPERTY LINES OBTAINED FROM OKALOOSA COUNTY GIS DEPARTMENT.
7. REACH 1 EXTENDS FROM R-01 TO R-12.4. REACH 2 EXTENDS FROM R-12.9 TO R-16.
8. CONTRACTOR IS RESPONSIBLE FOR LOCATING PROPERTY LINES AT PROJECT LIMITS.
9. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ACCESS AND USE AGREEMENTS ON PROPERTIES NOT OWNED BY OKALOOSA COUNTY.

CONTROL MONUMENT TABLE			
MONUMENT	EASTING	NORTHING	AZIMUTH
R-001	1296013.08	514515.67	180°
R-002	1297021.46	514373.05	180°
R-003	1298171.63	514332.81	180°
R-004	1299280.18	514447.77	180°
R-005	1300368.05	514159.84	180°
R-006	1301410.89	514083.60	180°
R-007	1302493.75	514401.33	180°
R-008	1303561.39	513812.34	180°
R-009	1304652.60	513638.32	180°
R-010	1305677.28	513491.69	185°
R-011	1306669.90	513253.07	185°
R-012	1307745.01	513051.65	185°
R-013	1308835.39	513044.20	185°
R-014	1309882.12	512845.39	185°
R-015	1310956.39	512859.58	185°
R-016	1311826.49	512814.90	185°



**TYPICAL PLANTING SECTION**  
NOT TO SCALE



**BEACH OVERVIEW**

22X34: 1" = 300'  
11X17: 1" = 600'



**TAYLOR ENGINEERING INC.**  
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CERTIFICATE OF AUTHORIZATION # 4815

SEAL

MATTHEW TRAMMELL P.E.# 69244  
PROJECT TITLE  
**OKALOOSA ISLAND DUNE FLORA RESTORATION AND BEACH ACCESS MANAGEMENT**  
OKALOOSA COUNTY, FLORIDA

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NO	ZONE	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	C2012-061
DATE	DEC 2012
DESIGNED	MAT
DRAWN	AF
CHECKED	MAT
REVIEWED	MET/CBE
SCALE	AS SHOWN

DRAWING TITLE  
**OVERVIEW**

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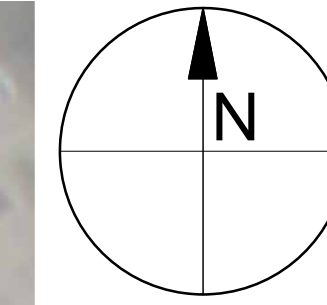
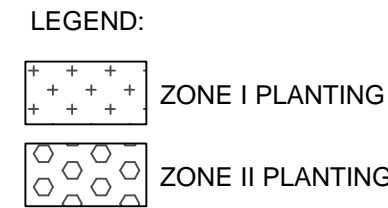








- NOTES:**
- FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENTS SHOWN FOR INFORMATION PURPOSES ONLY.
  - CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL COORDINATES OF ALL BENCHMARKS SHOWN.
  - CONTOURS SHOWN DERIVE FROM THE SEPT 2012 FDEP SURVEY DATA.

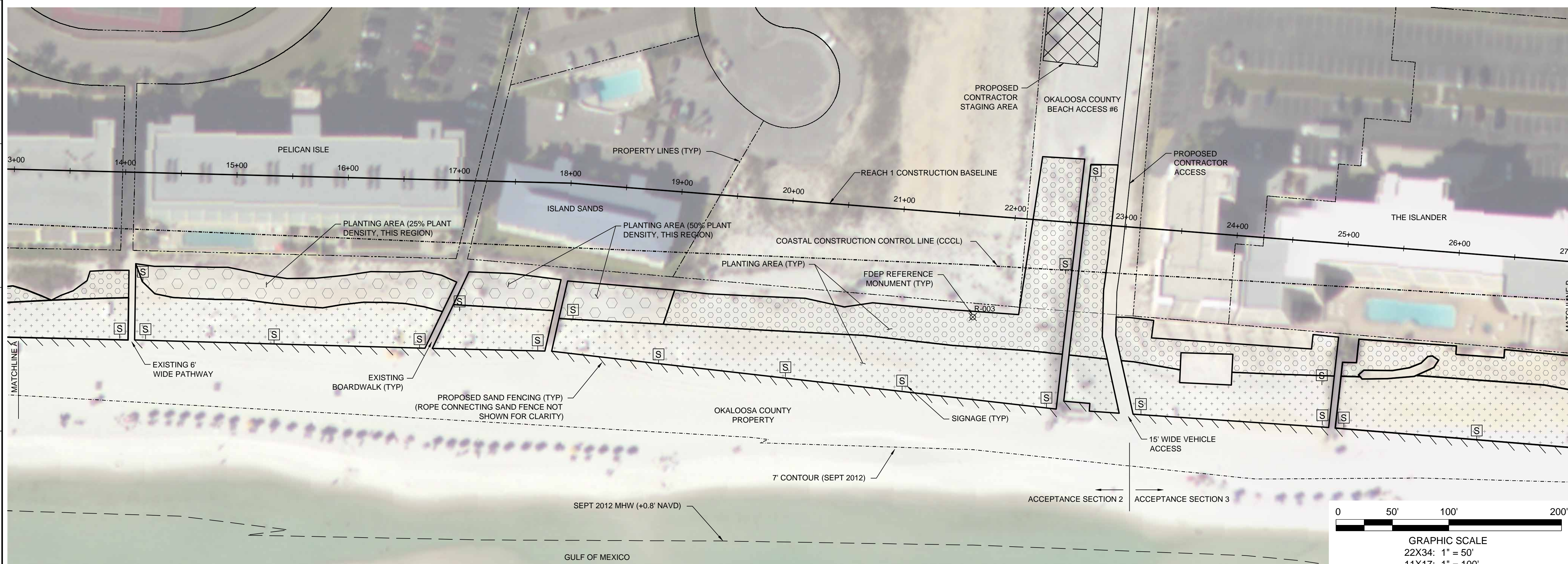
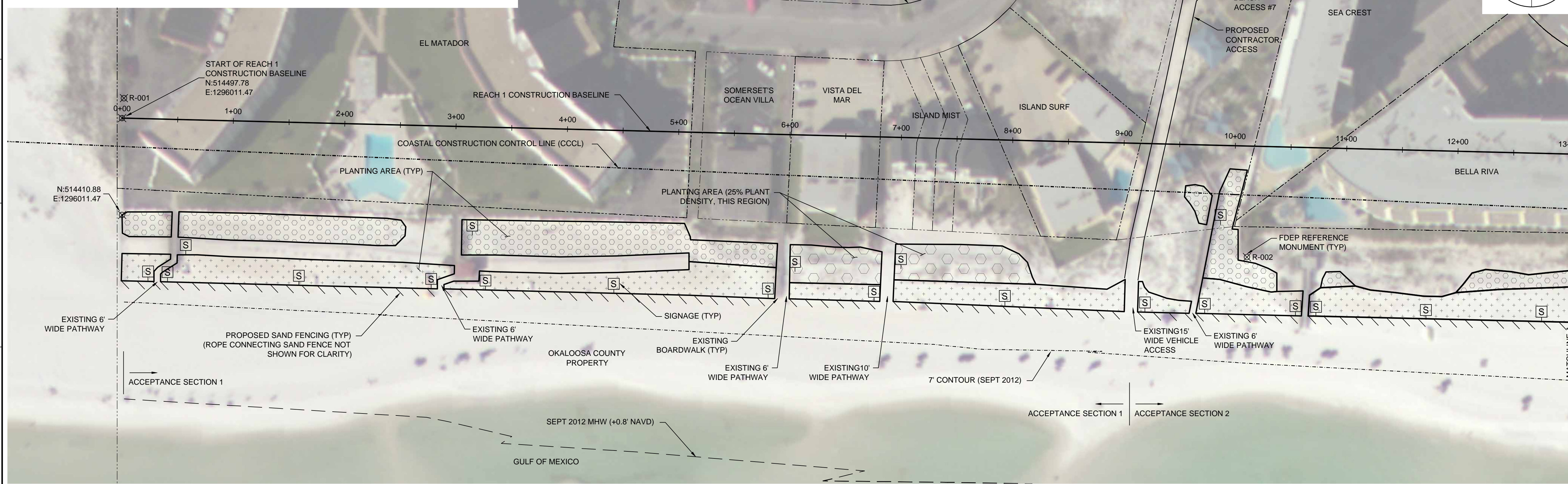


**Taylor Engineering Inc.**  
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**BEACH PLAN**

**C-5**  
 SHEET 5 OF 10





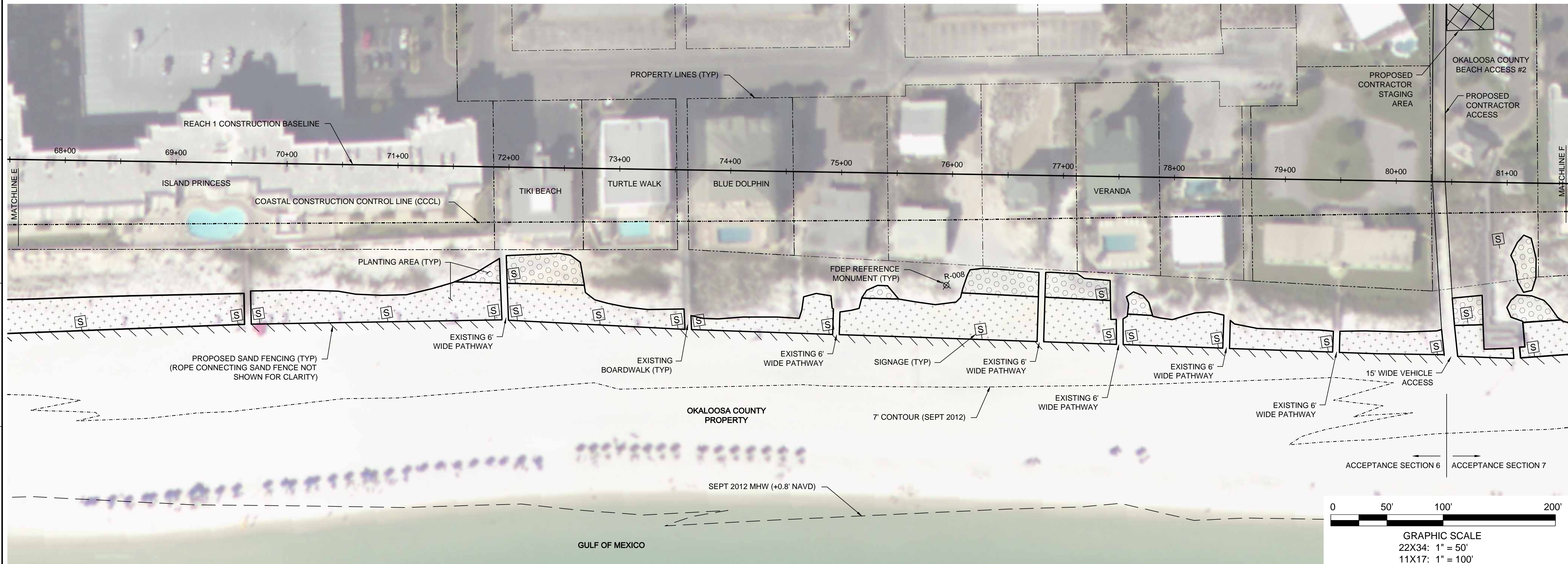
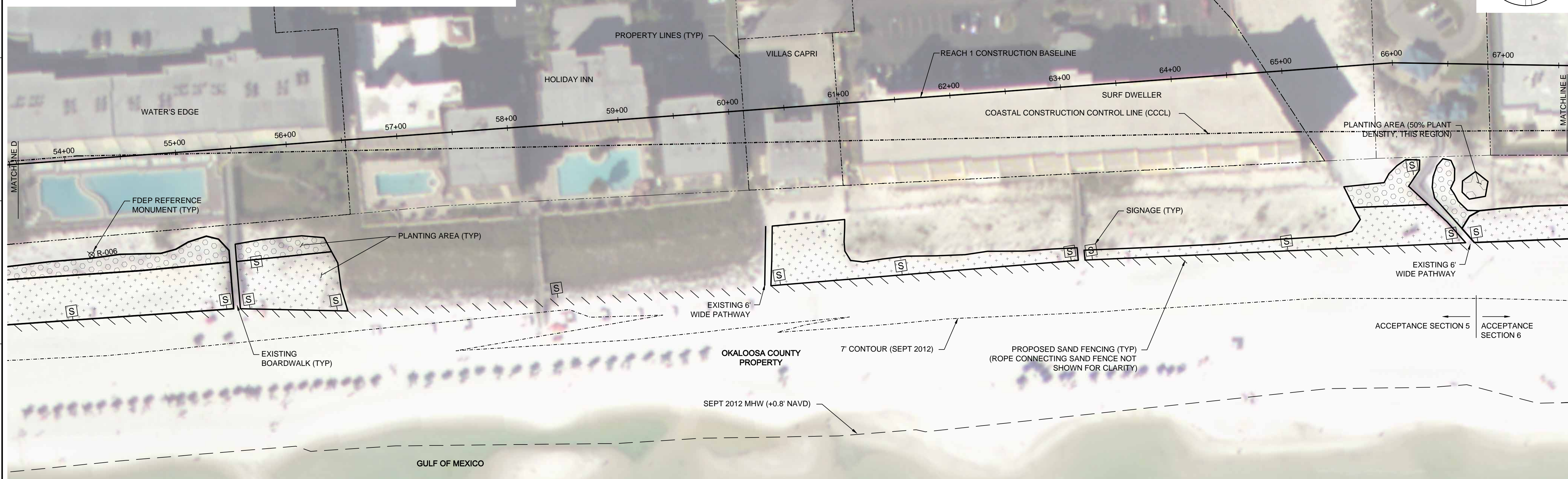
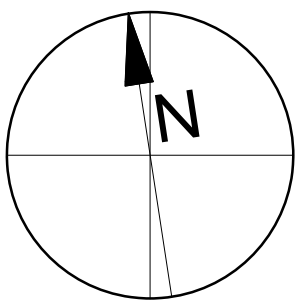


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- 3. CONTOURS SHOWN DERIVE FROM THE SEPT 2012 FDEP SURVEY DATA.

LEGEND:

- ☐ ZONE I PLANTING
- ⊙ ZONE II PLANTING



**TAYLOR ENGINEERING INC.**  
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MATTHEW TRAMMELL P.E.# 69244  
 PROJECT TITLE  
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DRAWING TITLE  
**BEACH PLAN**

**C-7**

SHEET 7 OF 10

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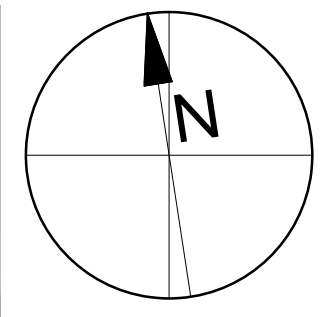


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LEGEND:

- ZONE I PLANTING
- ZONE II PLANTING

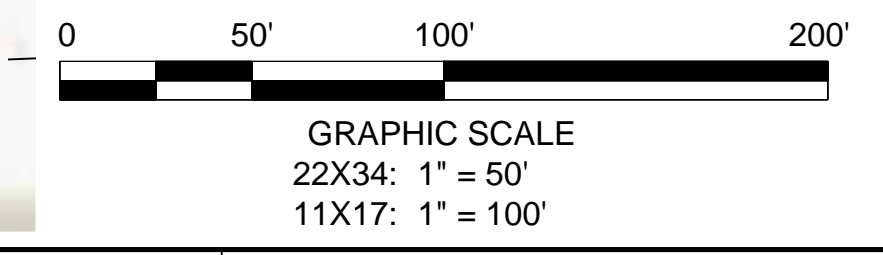
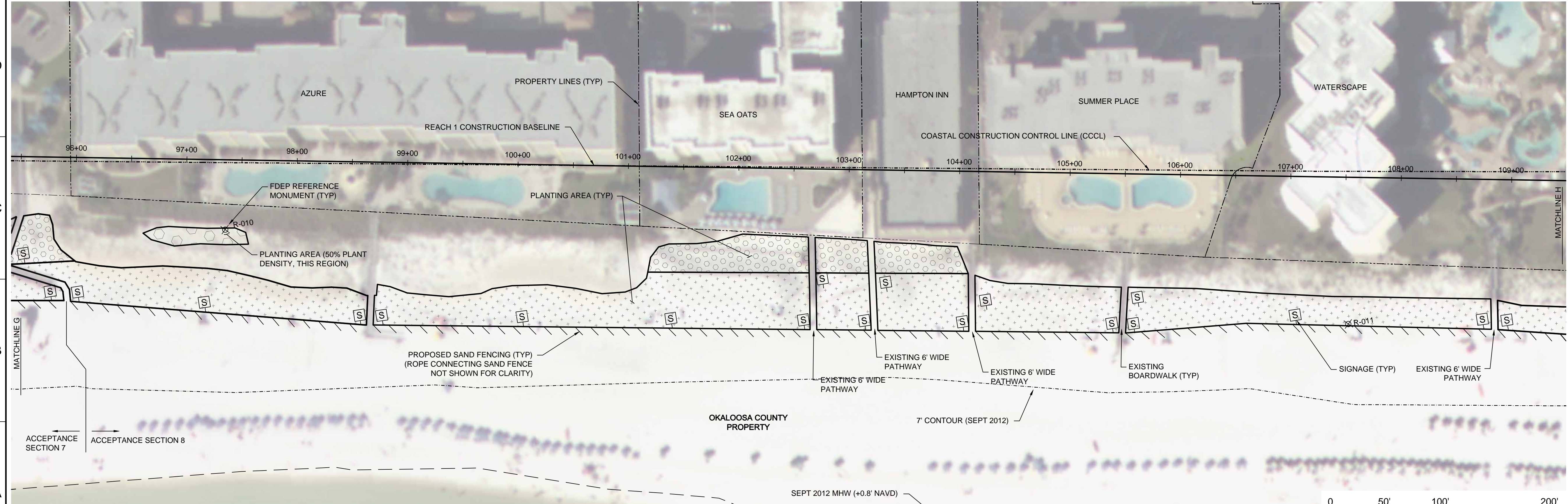
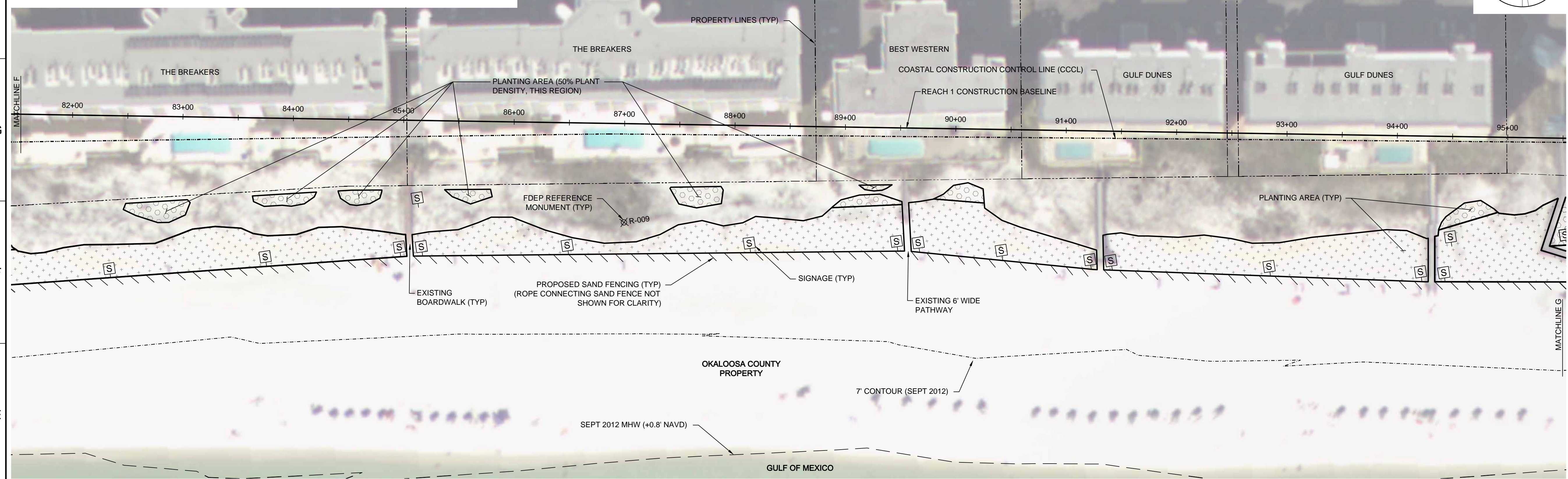


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PROJECT TITLE  
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 DATE: DEC 2012  
 DESIGNED: MAT  
 DRAWN: AF  
 CHECKED: MAT  
 REVIEWED: MET/CBE  
 SCALE: AS SHOWN

DRAWING TITLE  
**BEACH PLAN**

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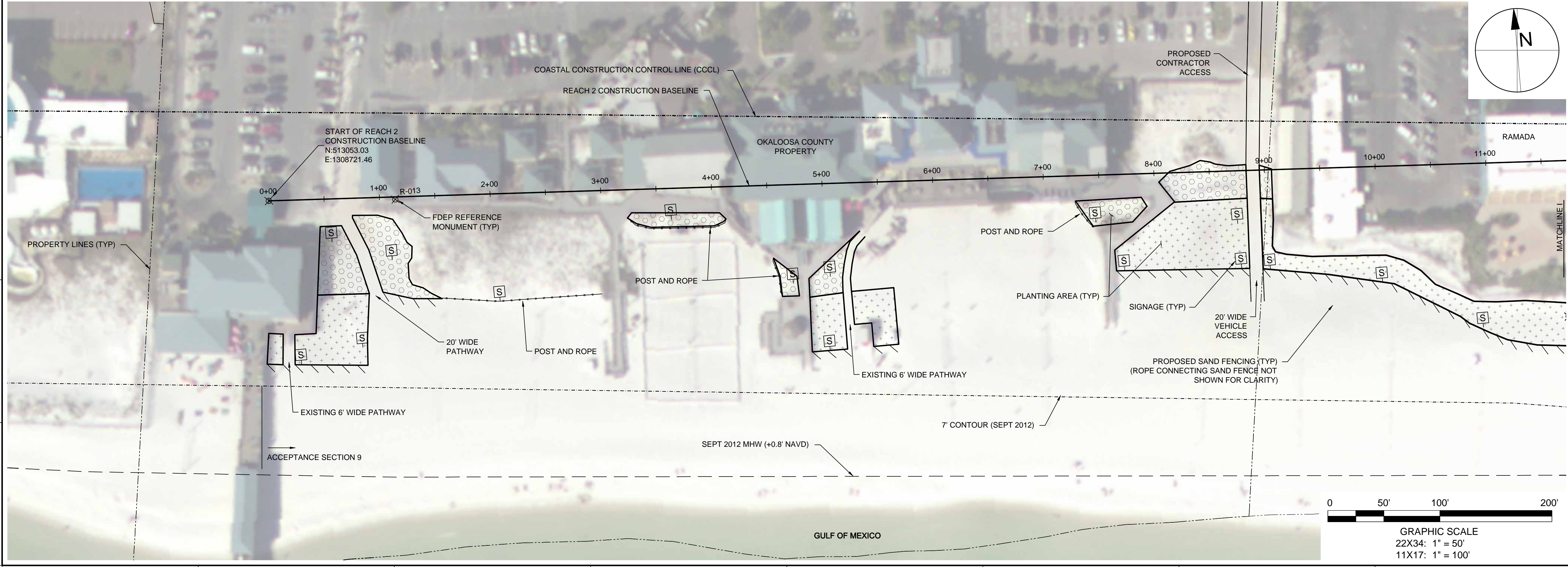
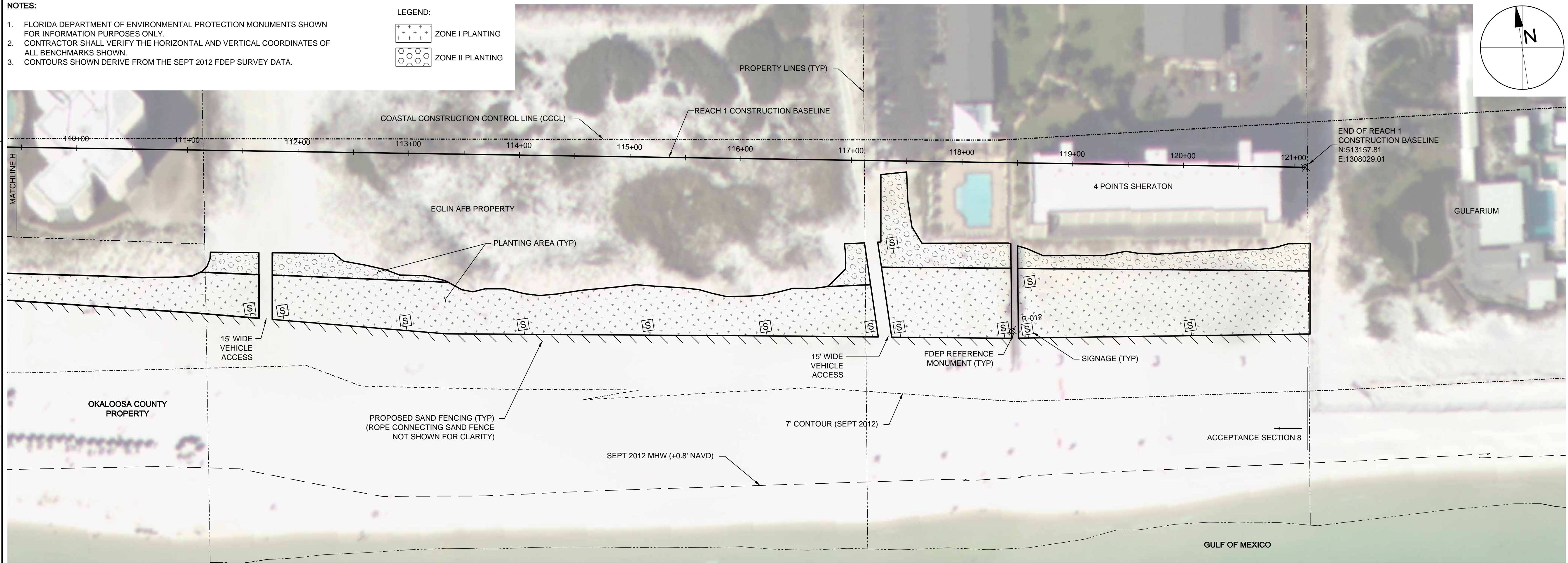


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- CONTOURS SHOWN DERIVE FROM THE SEPT 2012 FDEP SURVEY DATA.

**LEGEND:**

ZONE I PLANTING  
 ZONE II PLANTING



**TAYLOR ENGINEERING INC.**  
 10151 DEERWOOD PARK BLVD.  
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 (904) 731-7040  
 1221 AIRPORT ROAD, SUITE 210  
 DESTIN, FL 32541  
 (850) 460-7040  
 CERTIFICATE OF AUTHORIZATION # 4815

MATTHEW TRAMMELL P.E.# 69244  
**PROJECT TITLE**  
**OKALOOSA ISLAND DUNE**  
**FLORA RESTORATION AND**  
**BEACH ACCESS**  
**MANAGEMENT**  
 OKALOOSA COUNTY, FLORIDA

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NO	ZONE	REVISIONS / SUBMISSIONS	DATE

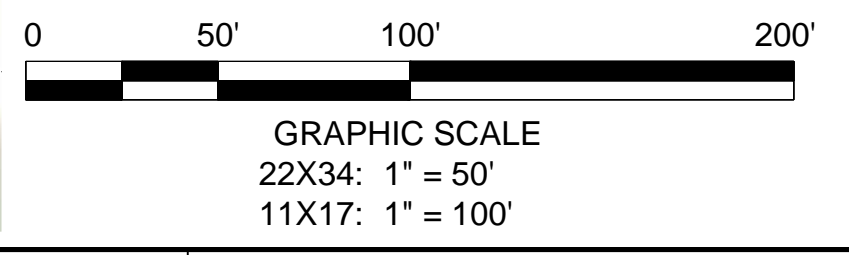
PROJECT NO	C2012-061
DATE	DEC 2012
DESIGNED	MAT
DRAWN	AF
CHECKED	MAT
REVIEWED	MET/CBE
SCALE	AS SHOWN

DRAWING TITLE

**BEACH PLAN**

**C-9**

SHEET 9 OF 10

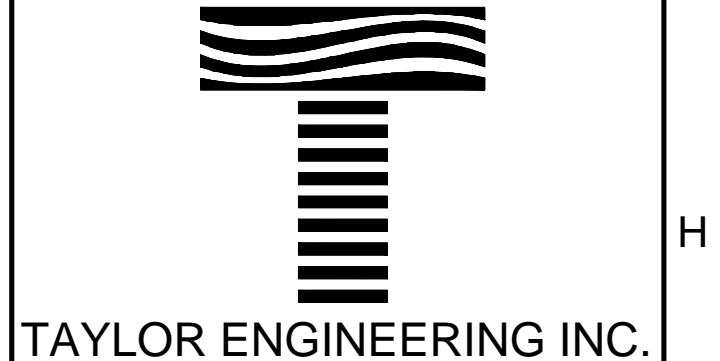
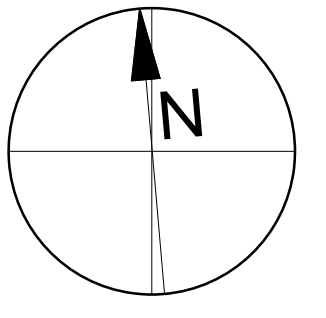
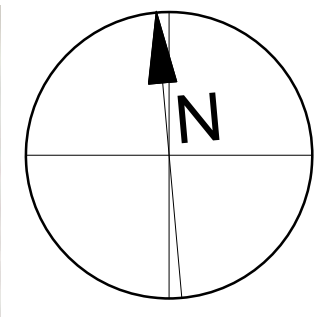
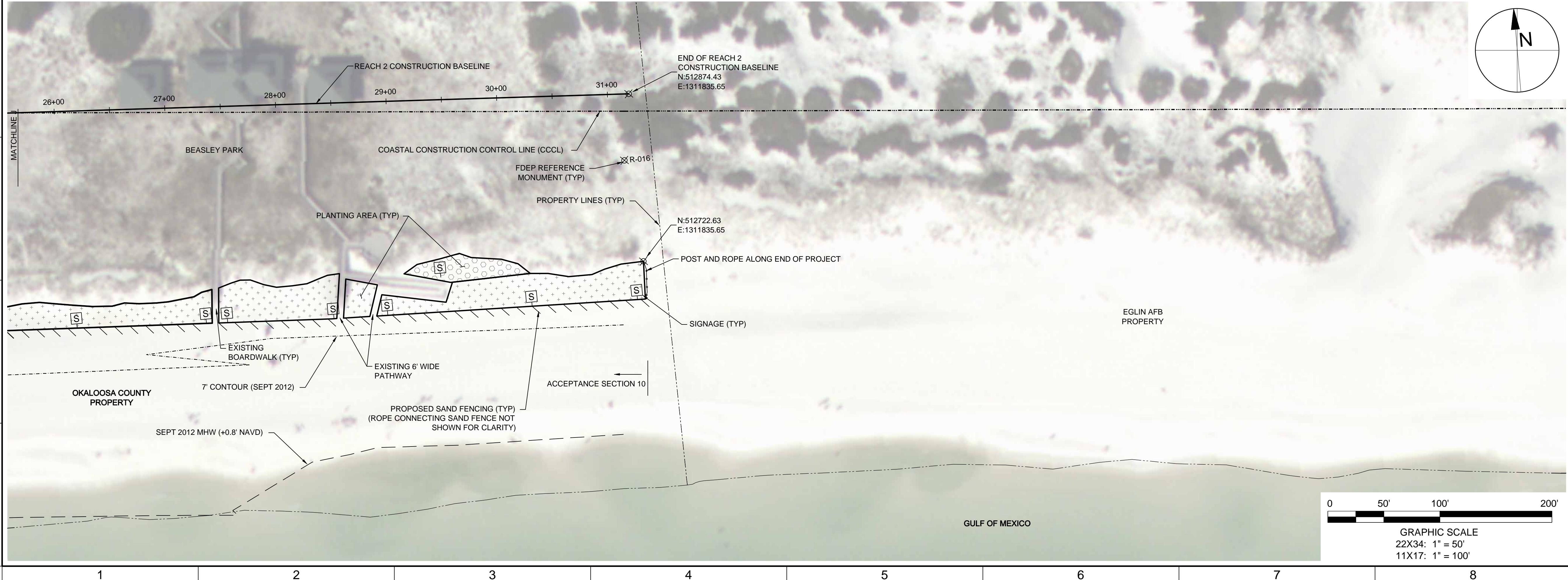
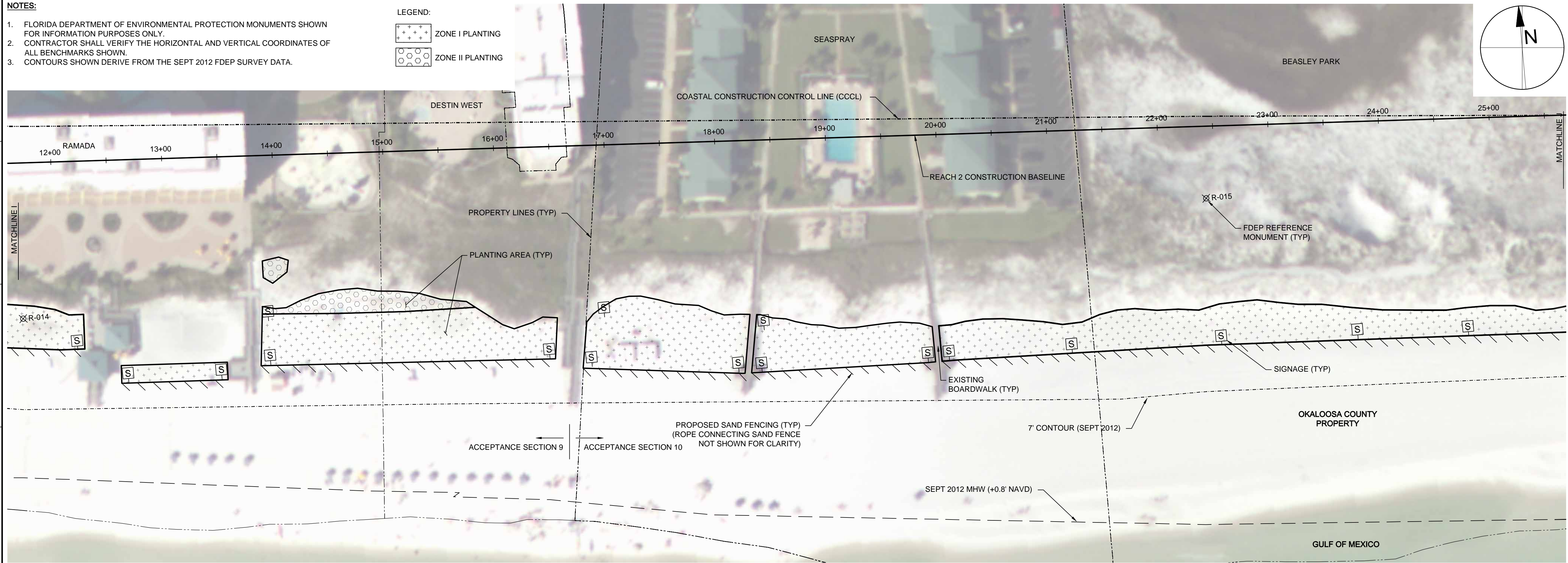


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- NOTES:**
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  - CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL COORDINATES OF ALL BENCHMARKS SHOWN.
  - CONTOURS SHOWN DERIVE FROM THE SEPT 2012 FDEP SURVEY DATA.

- LEGEND:**
- ZONE I PLANTING
  - ZONE II PLANTING



**TAYLOR ENGINEERING INC.**  
 10151 DEERWOOD PARK BLVD.  
 BLDG. 300, SUITE 300  
 JACKSONVILLE, FLORIDA 32256  
 (904)-731-7040  
 1221 AIRPORT ROAD, SUITE 210  
 DESTIN, FL 32541  
 (850) 460-7040  
 CERTIFICATE OF AUTHORIZATION # 4815

MATTHEW TRAMMELL P.E.# 69244  
**PROJECT TITLE**  
**OKALOOSA ISLAND DUNE FLORA RESTORATION AND BEACH ACCESS MANAGEMENT**  
 OKALOOSA COUNTY, FLORIDA



NO	ZONE	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	C2012-061
DATE	DEC 2012
DESIGNED	MAT
DRAWN	AF
CHECKED	MAT
REVIEWED	MET/CBE
SCALE	AS SHOWN

**DRAWING TITLE**  
**BEACH PLAN**

**C-10**  
 SHEET 10 OF 10

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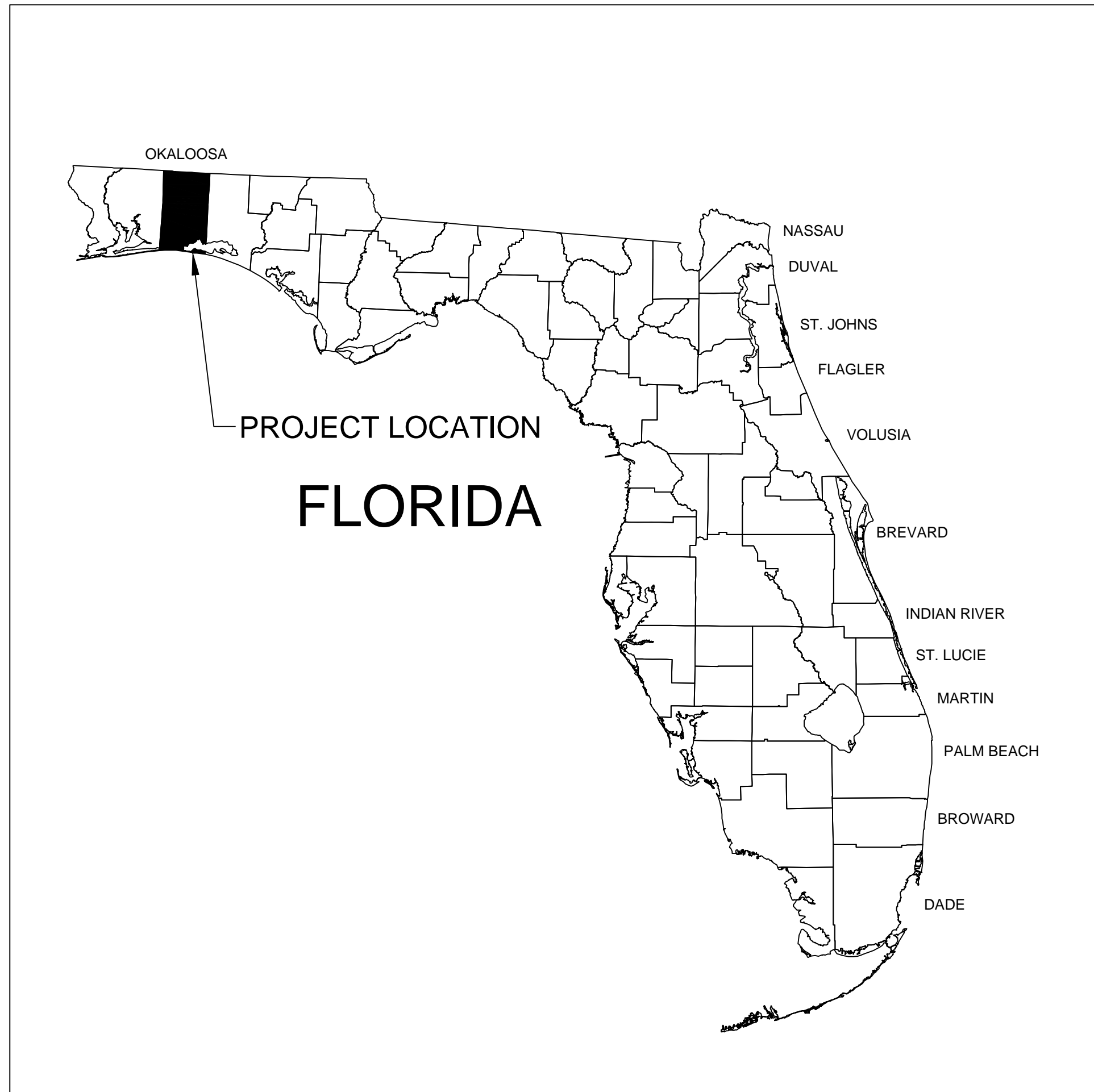
# OKALOOSA ISLAND DUNE FLORA RESTORATION AND BEACH ACCESS MANAGEMENT

## OKALOOSA COUNTY, FLORIDA



### DRAWING INDEX

- C-1 TITLE SHEET
- C-2 OVERVIEW
- C-3 ESTIMATED QUANTITIES SCHEDULE
- C-4 PLANTING DETAILS
- C-5 BEACH PLAN
- C-6 BEACH PLAN
- C-7 BEACH PLAN
- C-8 BEACH PLAN
- C-9 BEACH PLAN
- C-10 BEACH PLAN



**LOCATION MAP**  
N.T.S.



**VICINITY MAP**  
1" = 2000' (22x34)  
1" = 4000' (11x17)

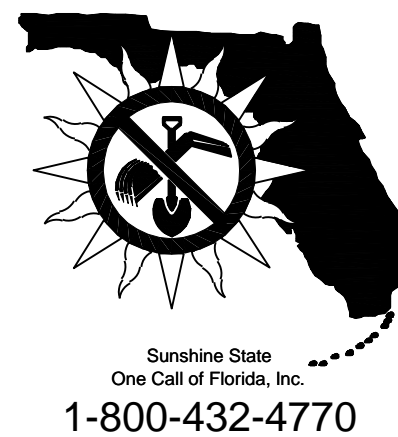
REFERENCE:  
USGS 7.5' QUADRANGLE MAP,  
DESTIN, FLORIDA

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

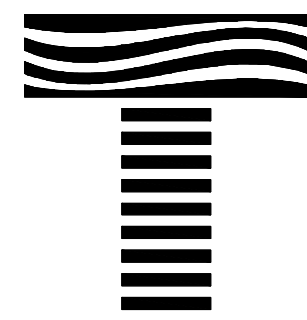
**ENGINEER CONTACT INFORMATION**  
MATTHEW A. TRAMMELL, P.E.  
TAYLOR ENGINEERING, INC.  
1221 AIRPORT ROAD, SUITE 210  
DESTIN, FL 32541  
(850) 460-7040  
(850) 375-8651

**PROJECT LOCATION**  
OKALOOSA ISLAND, OKALOOSA COUNTY, FLORIDA  
SECTIONS 23,24,30; TOWNSHIP 2S; RANGE 23W, 24W  
LATITUDE: 30.3929° - 30.3974°  
LONGITUDE: 86.5827° - 86.6335°  
NORTHING: 512,557 - 514,495  
EASTING: 1,295,896 - 1,311,884  
FDEP REFERENCE MONUMENTS: R-1 TO R-16

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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.

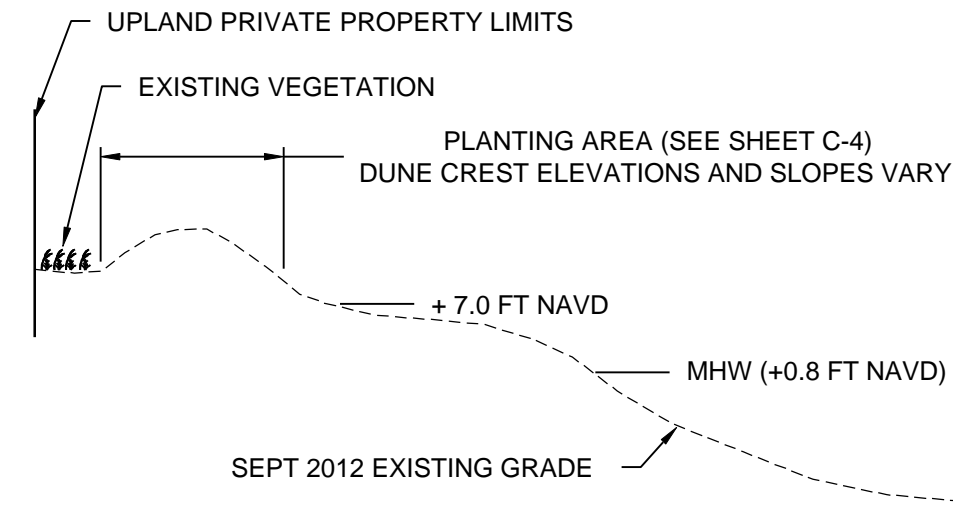
 <b>TAYLOR ENGINEERING INC.</b> 10151 DEERWOOD PARK BLVD. BLDG. 300, SUITE 300 JACKSONVILLE, FLORIDA 32256 (904)-731-7040 1221 AIRPORT ROAD, SUITE 210 DESTIN, FL 32541 (850) 460-7040 <small>CERTIFICATE OF AUTHORIZATION # 4815</small>	PROJECT TITLE <b>OKALOOSA ISLAND DUNE FLORA RESTORATION AND BEACH ACCESS MANAGEMENT</b> OKALOOSA COUNTY, FLORIDA		SEAL           MATTHEW TRAMMELL P.E.# 69244           <b>C-1</b> SHEET 1 OF 10
	PROJECT NO C2012-061	DATE DEC 2012	



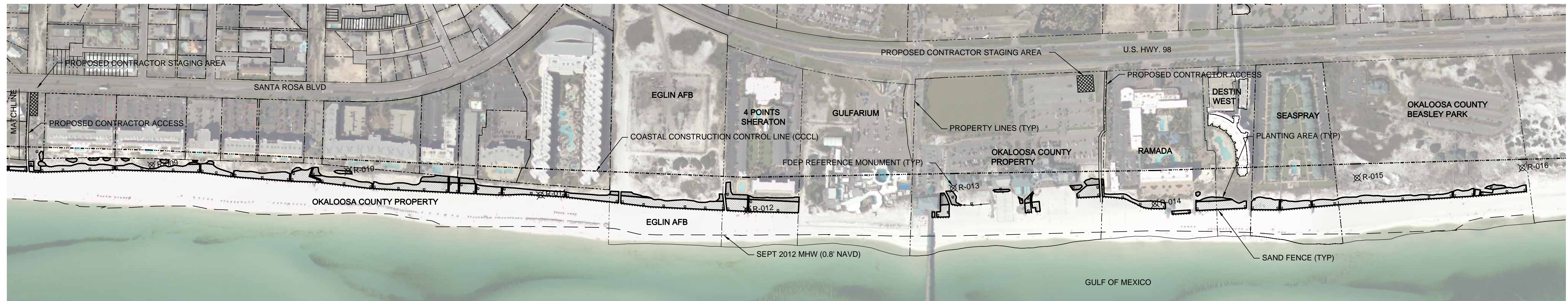
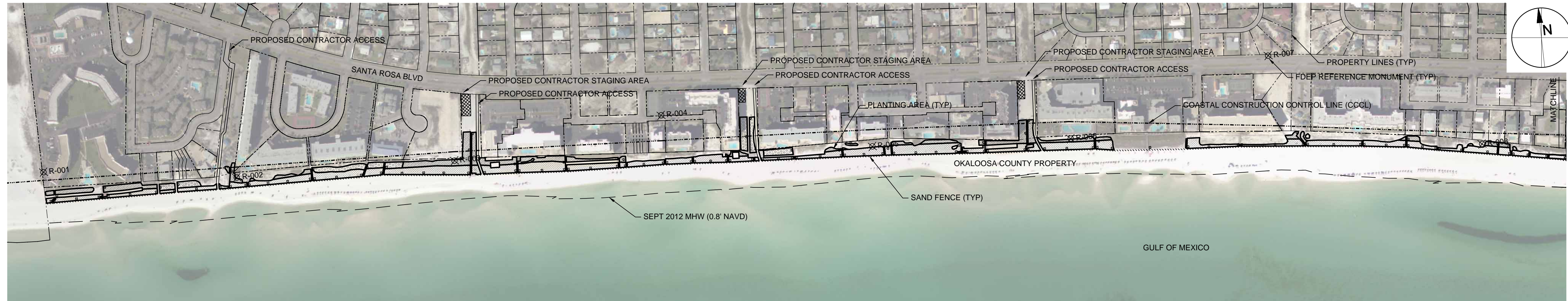
**GENERAL NOTES:**

1. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD 88).
2. ALL COORDINATES REFERENCE STATE PLANE FLORIDA NORTH NAD 83.
3. EXISTING BEACH GRADE SURVEYED SEPTEMBER 2012 BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
4. AERIAL IMAGERY TAKEN IN 2010 AND OBTAINED FROM FDOT AND AERIALS EXPRESS. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY, NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THIS MAP.
5. COASTAL CONSTRUCTION CONTROL LINE (CCCL) OBTAINED FROM FDEP.
6. PROPERTY LINES OBTAINED FROM OKALOOSA COUNTY GIS DEPARTMENT.
7. REACH 1 EXTENDS FROM R-01 TO R-12.4. REACH 2 EXTENDS FROM R-12.9 TO R-16.
8. CONTRACTOR IS RESPONSIBLE FOR LOCATING PROPERTY LINES AT PROJECT LIMITS.
9. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ACCESS AND USE AGREEMENTS ON PROPERTIES NOT OWNED BY OKALOOSA COUNTY.

CONTROL MONUMENT TABLE			
MONUMENT	EASTING	NORTHING	AZIMUTH
R-001	1296013.08	514515.67	180°
R-002	1297021.46	514373.05	180°
R-003	1298171.63	514332.81	180°
R-004	1299280.18	514447.77	180°
R-005	1300368.05	514159.84	180°
R-006	1301410.89	514083.60	180°
R-007	1302493.75	514401.33	180°
R-008	1303561.39	513812.34	180°
R-009	1304652.60	513638.32	180°
R-010	1305677.28	513491.69	185°
R-011	1306669.90	513253.07	185°
R-012	1307745.01	513051.65	185°
R-013	1308835.39	513044.20	185°
R-014	1309882.12	512845.39	185°
R-015	1310956.39	512859.58	185°
R-016	1311826.49	512814.90	185°



**TYPICAL PLANTING SECTION**  
NOT TO SCALE



**BEACH OVERVIEW**  
22X34: 1" = 300'  
11X17: 1" = 600'

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

SEAL

MATTHEW TRAMMELL P.E.# 69244  
PROJECT TITLE  
**OKALOOSA ISLAND DUNE FLORA RESTORATION AND BEACH ACCESS MANAGEMENT**  
OKALOOSA COUNTY, FLORIDA

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1-800-432-4770

NO.	ZONE	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	C2012-061
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DESIGNED	MAT
DRAWN	AF
CHECKED	MAT
REVIEWED	MET/CBE
SCALE	AS SHOWN

DRAWING TITLE  
**OVERVIEW**

ANTON FLEWELLING - 12/10/2012 3:57:25 PM - X:\proj\proj\2012-072 Okaloosa Island Dune Planning\Construction\2012-072-C-Overview.dwg









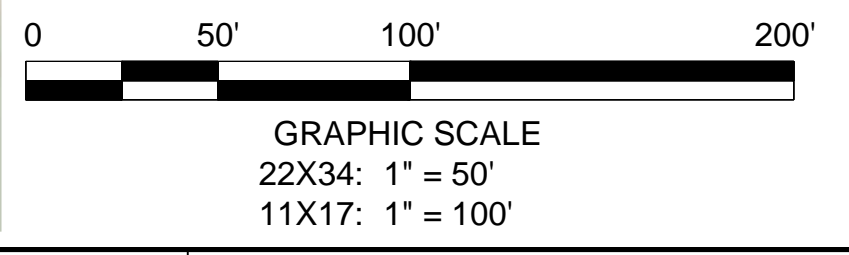
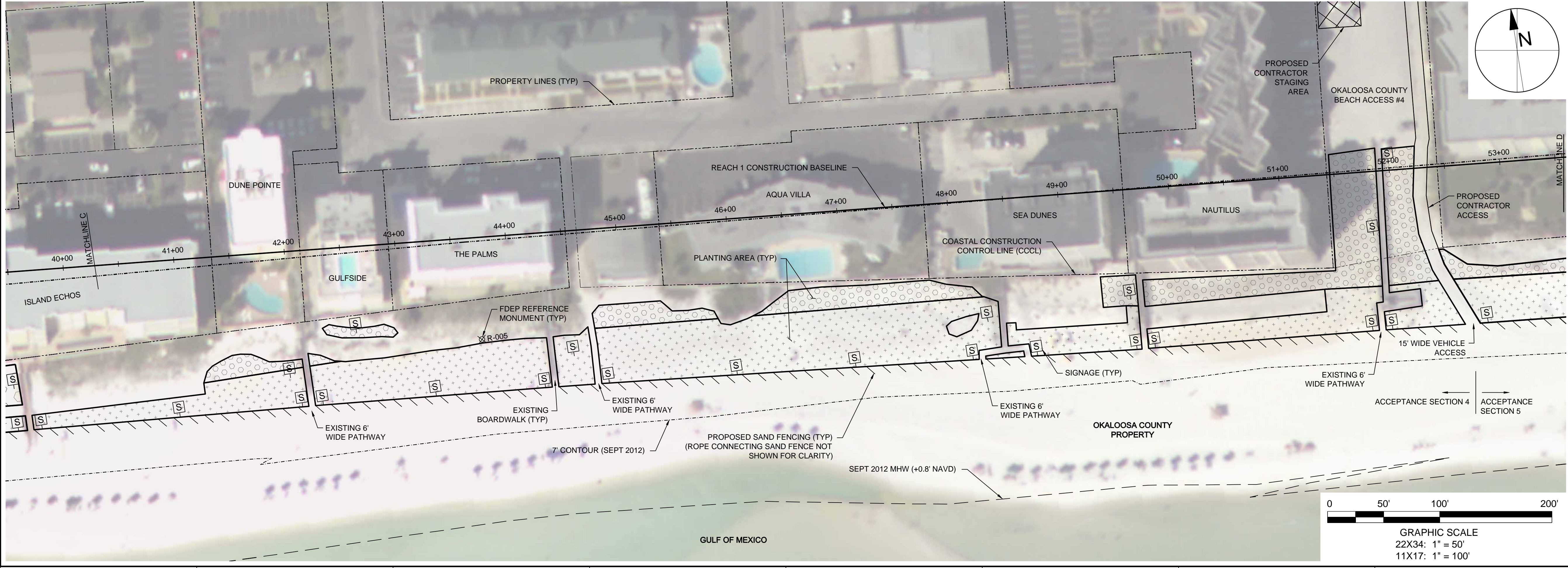
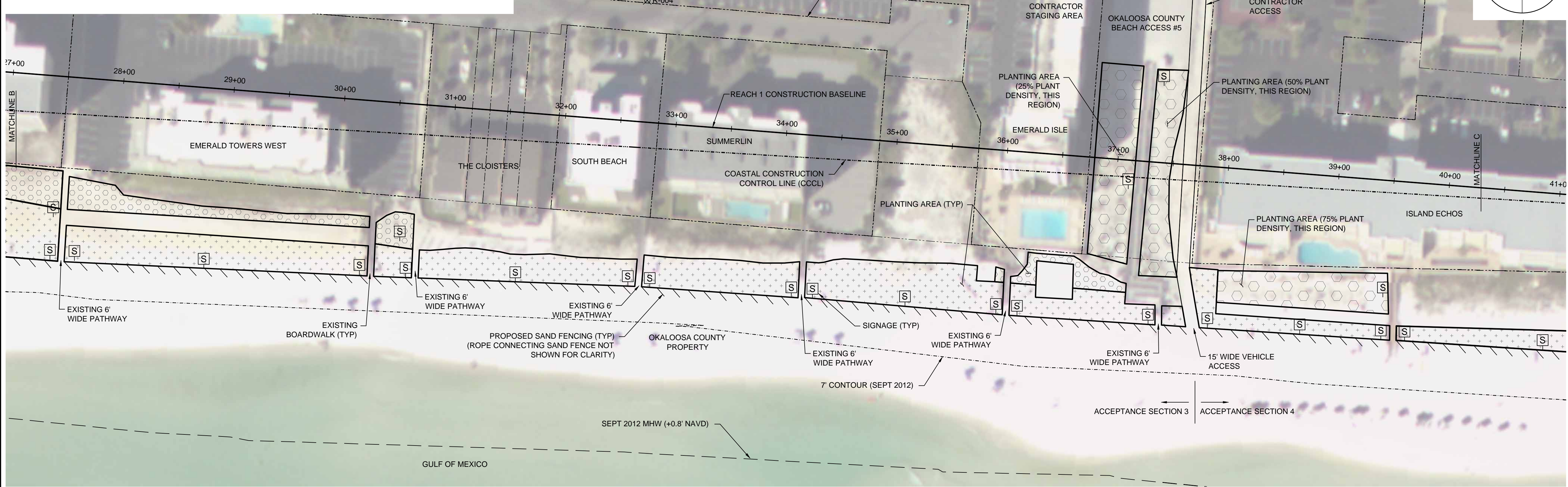




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  3. CONTOURS SHOWN DERIVE FROM THE SEPT 2012 FDEP SURVEY DATA.

**LEGEND:**

- ☐+☐+☐+ ZONE I PLANTING
- +○+○+ ZONE II PLANTING



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DRAWING TITLE

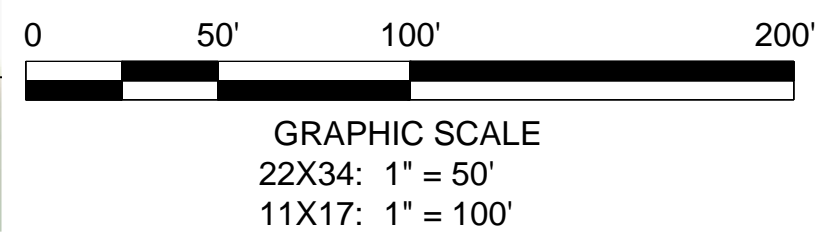
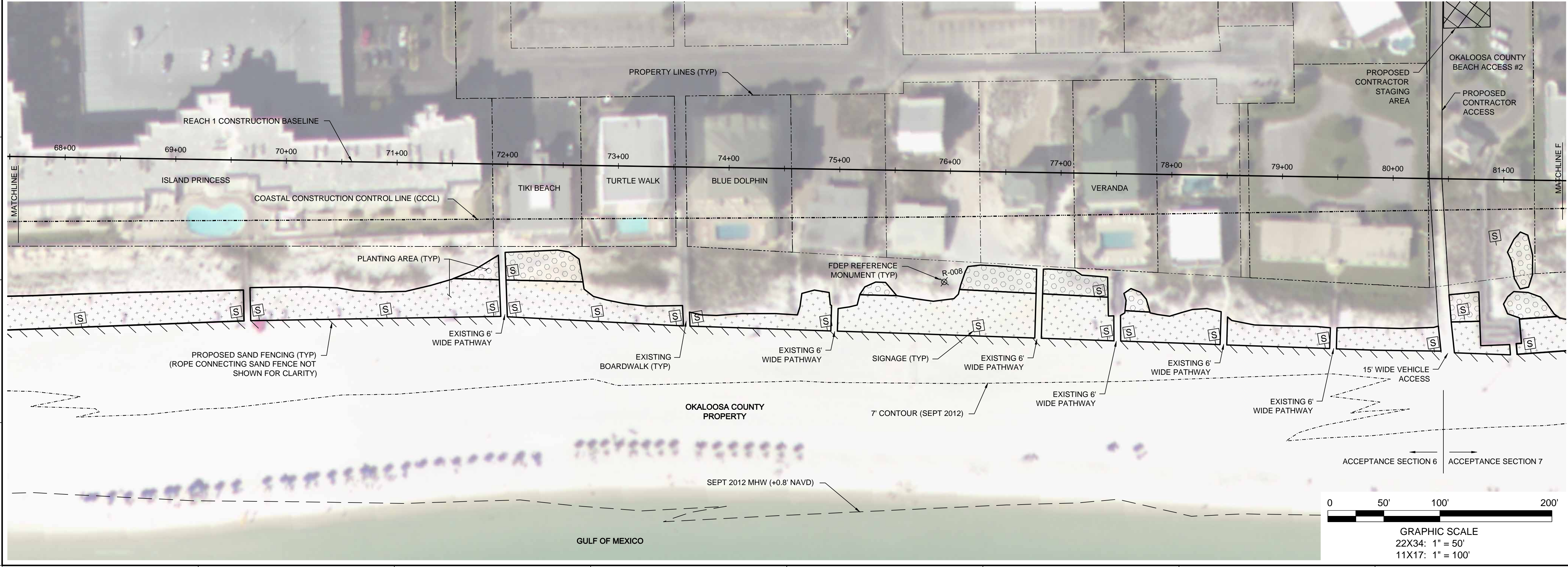
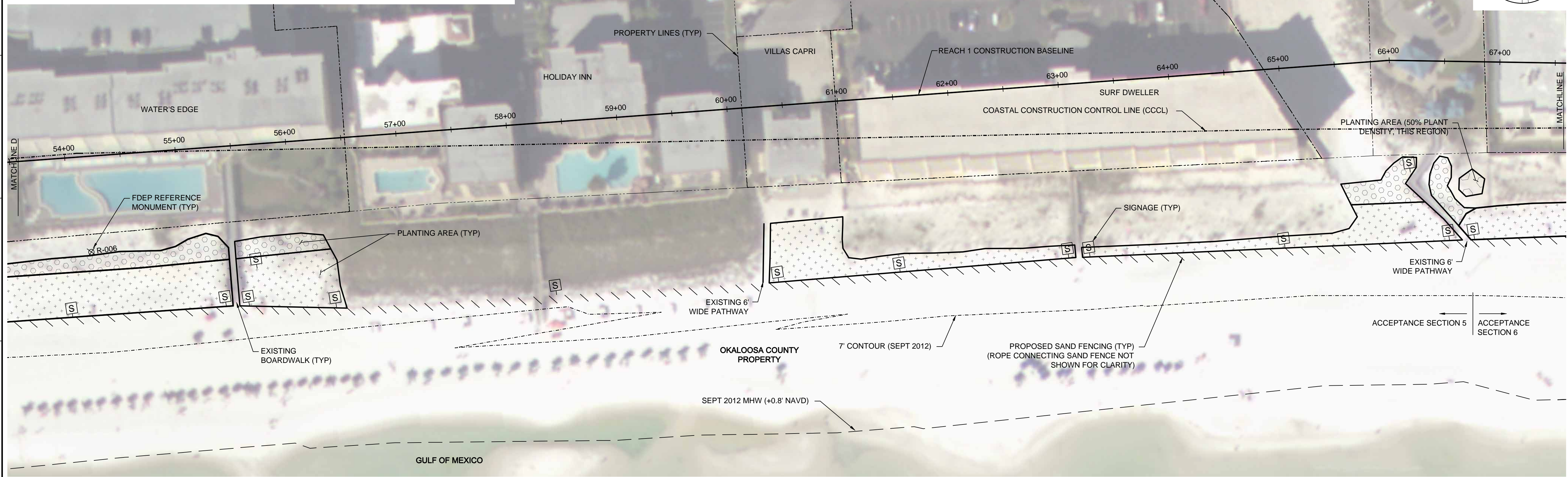
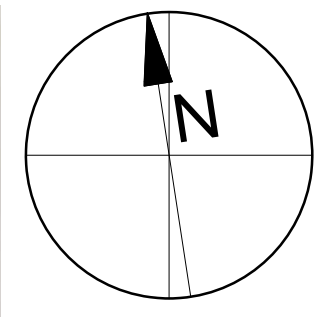
**BEACH PLAN**

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MATTHEW TRAMMELL P.E.# 69244  
**PROJECT TITLE**  
**OKALOOSA ISLAND DUNE**  
**FLORA RESTORATION AND**  
**BEACH ACCESS**  
**MANAGEMENT**  
 OKALOOSA COUNTY, FLORIDA

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<b>DESIGNED</b>	MAT
<b>DRAWN</b>	AF
<b>CHECKED</b>	MAT
<b>REVIEWED</b>	MET/CBE
<b>SCALE</b>	AS SHOWN

**DRAWING TITLE**  
**BEACH PLAN**

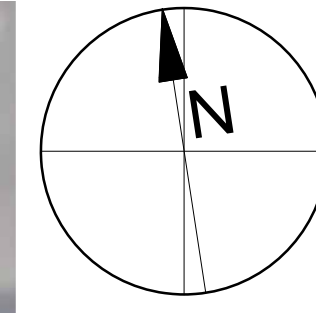
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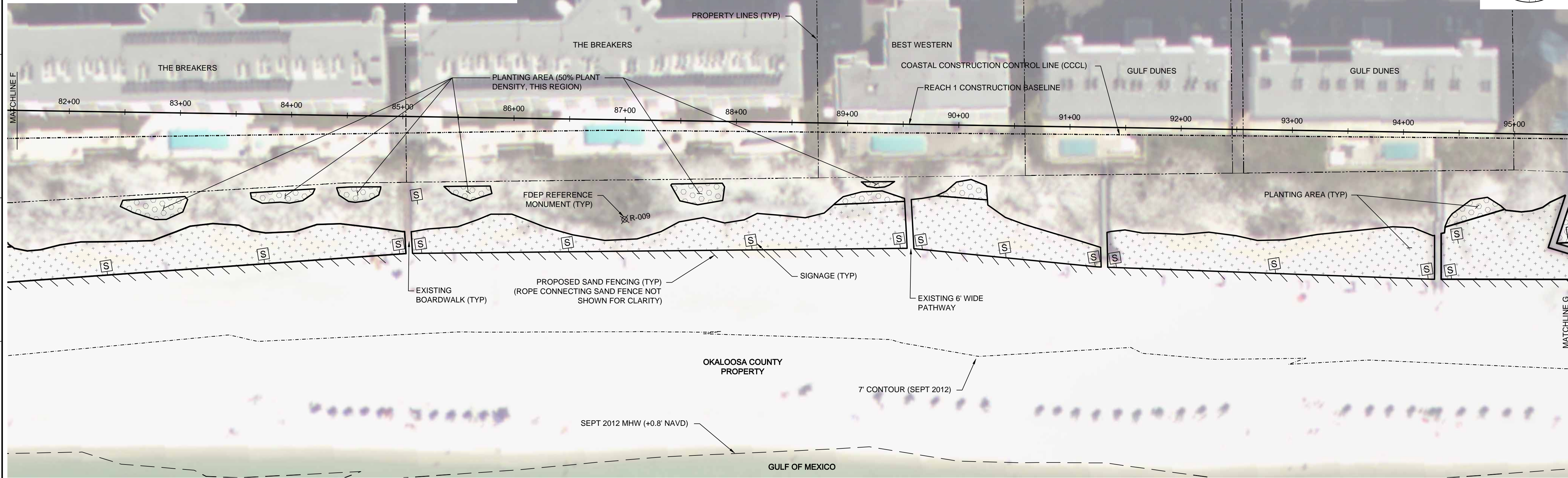
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**LEGEND:**

- ☑ ZONE I PLANTING
- ⊙ ZONE II PLANTING



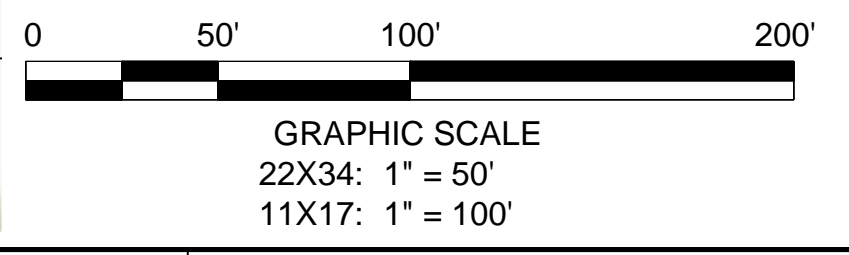
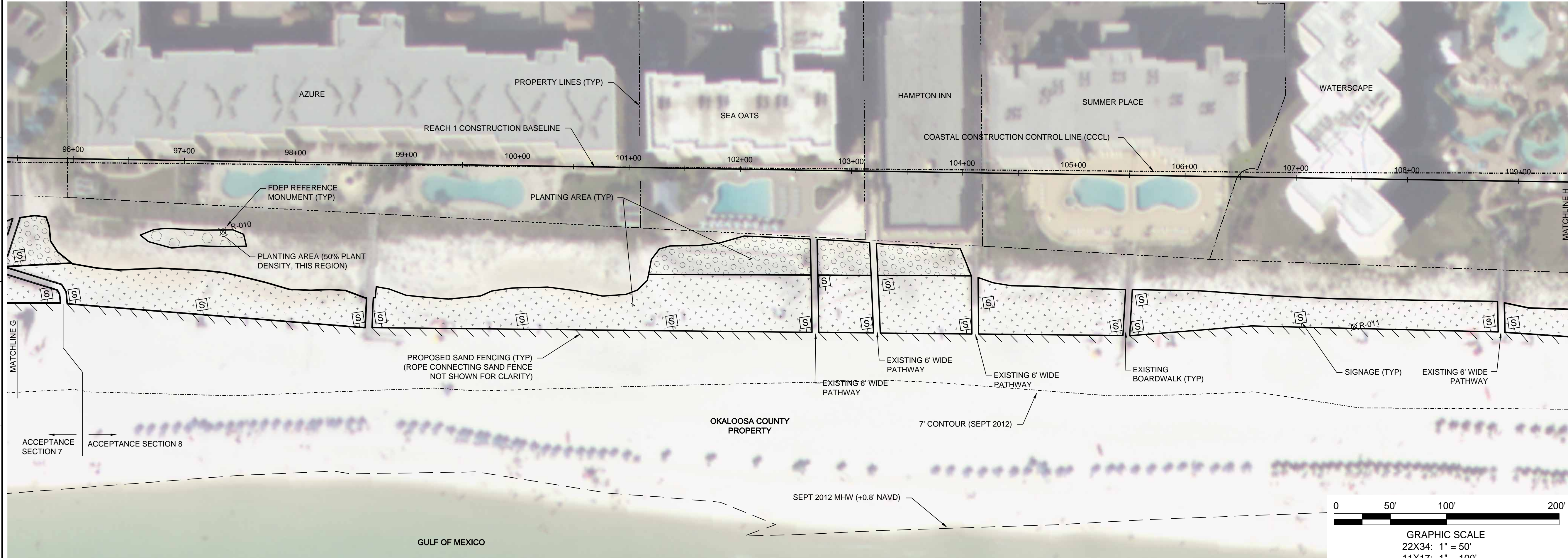
**TAYLOR ENGINEERING INC.**  
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 JACKSONVILLE, FLORIDA 32256  
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PROJECT TITLE  
**OKALOOSA ISLAND DUNE FLORA RESTORATION AND BEACH ACCESS MANAGEMENT**  
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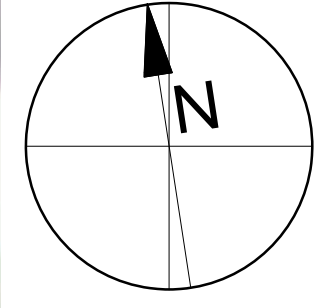
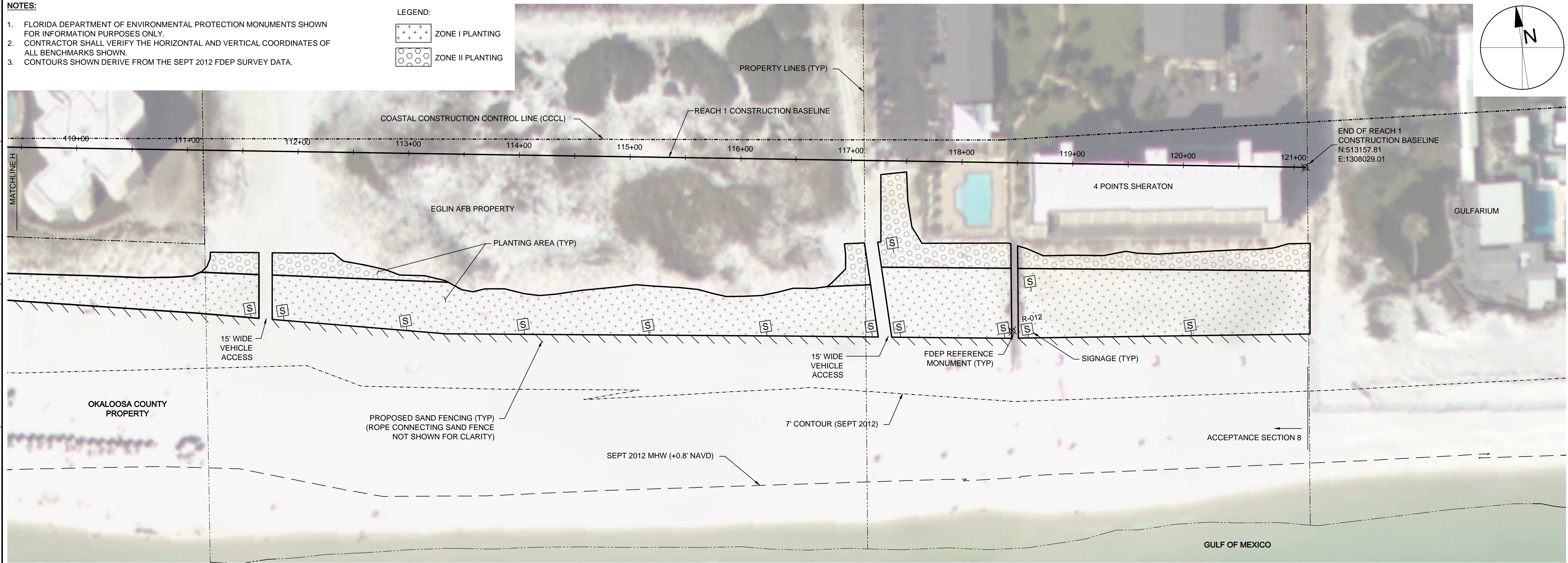
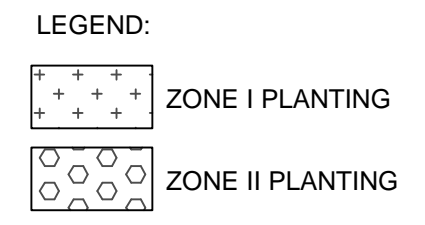
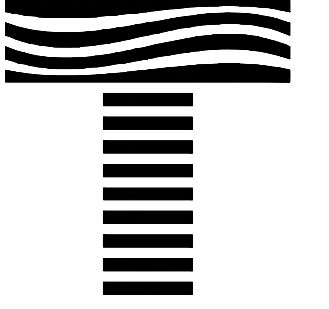
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**BEACH PLAN**

**C-8**  
 SHEET 8 OF 10

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 (904) 731-7040  
 1221 AIRPORT ROAD, SUITE 210  
 DESTIN, FL 32541  
 (850) 460-7040  
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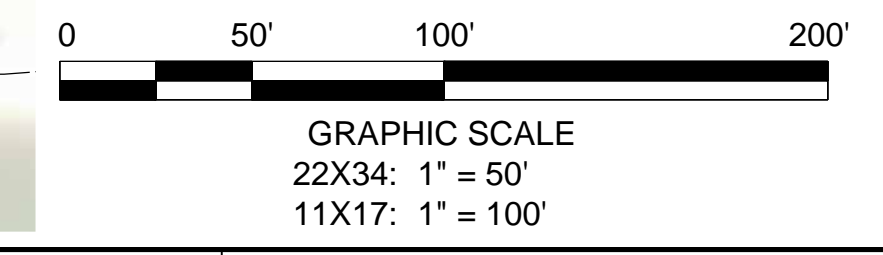
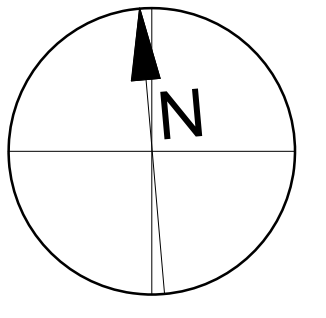
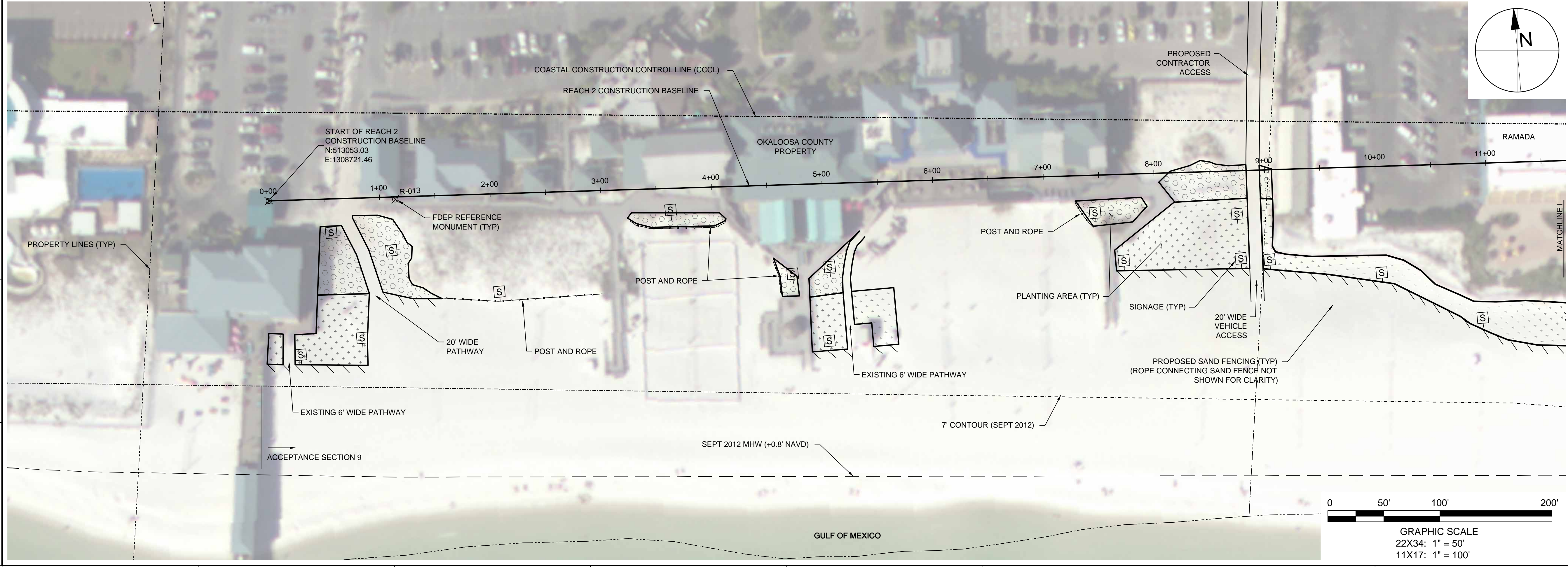
MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE  
**OKALOOSA ISLAND DUNE  
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NO	ZONE	REVISIONS / SUBMISSIONS	DATE

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DRAWN	AF
CHECKED	MAT
REVIEWED	MET/CBE
SCALE	AS SHOWN

DRAWING TITLE  
**BEACH PLAN**

**C-9**  
 SHEET 9 OF 10

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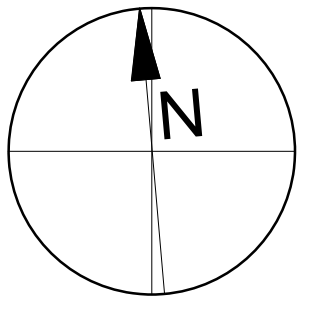
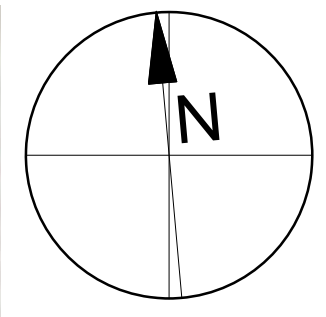
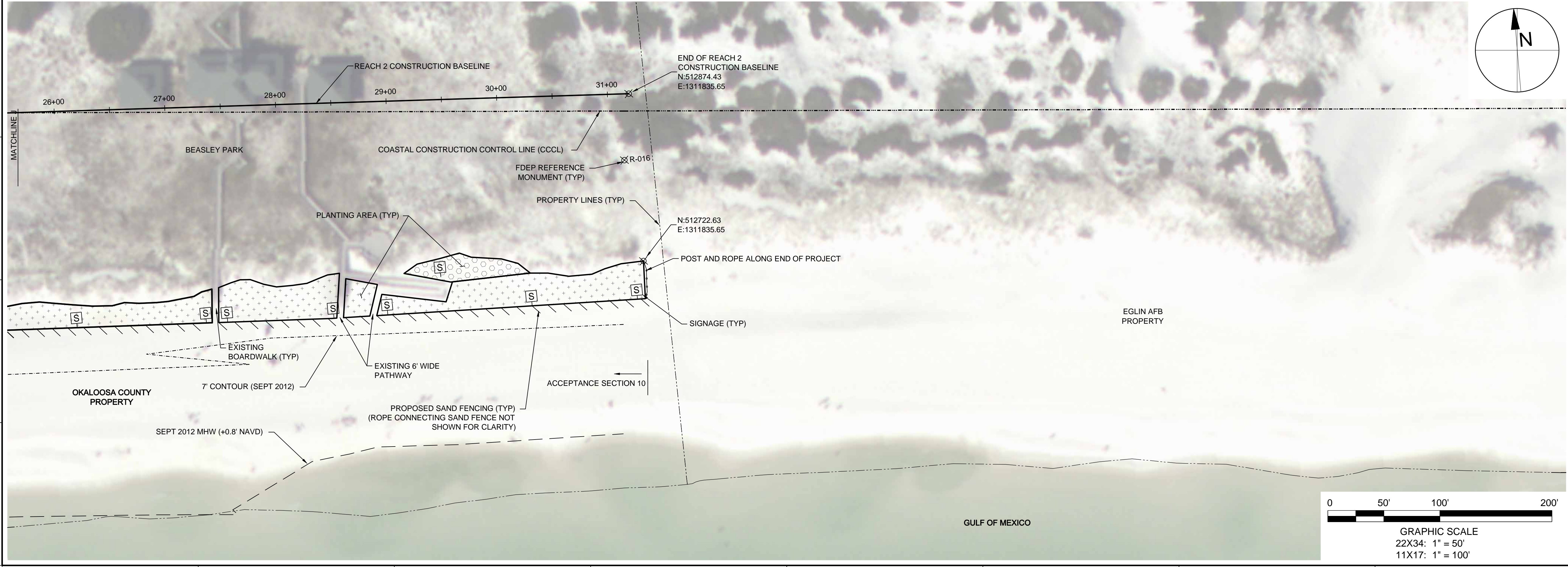
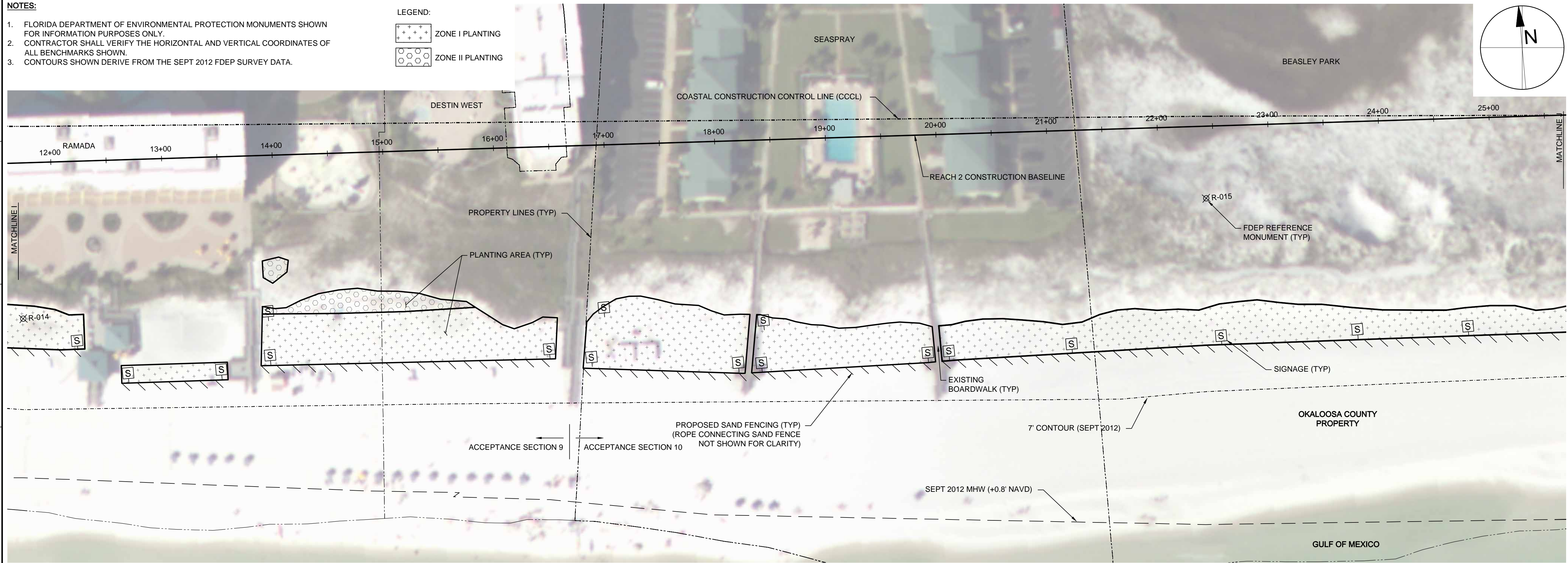
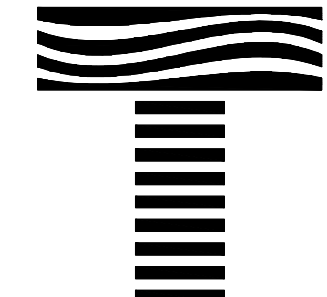


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**LEGEND:**

- [Stippled Area] ZONE I PLANTING
- [Dotted Area] ZONE II PLANTING

**TAYLOR ENGINEERING INC.**  
 10151 DEERWOOD PARK BLVD.  
 BLDG. 300, SUITE 300  
 JACKSONVILLE, FLORIDA 32256  
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SEAL

MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE  
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 FLORA RESTORATION AND  
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 OKALOOSA COUNTY, FLORIDA

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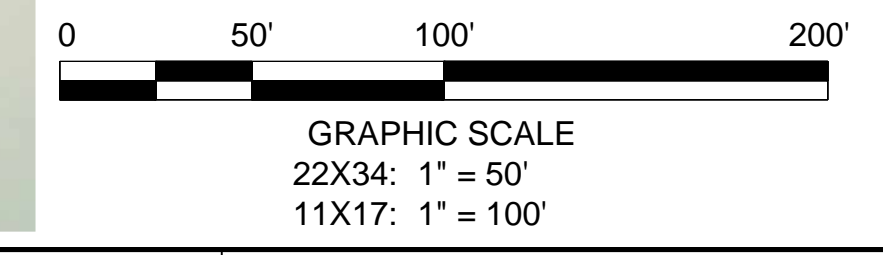


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 1-800-432-4770

NO	ZONE	REVISIONS / SUBMISSIONS	DATE

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CHECKED	MAT
REVIEWED	MET/CBE
SCALE	AS SHOWN

DRAWING TITLE  
**BEACH PLAN**







# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

## CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

### PERMITTEE:

Okaloosa County  
1540 Miracle Strip Parkway, SE  
Ft. Walton Beach, FL 32548

### AGENT:

Michael Trudnak, P.E.  
Taylor Engineering  
10151 Deerwood Park Blvd.  
Bldg. 300, Suite 300  
Jacksonville, FL 32256

### PERMIT INFORMATION:

Permit Number: 0286575-001-JC

Project Name: Western Destin Beach Restoration

County: Okaloosa

Issuance Date: December 16, 2011

Expiration Date: December 16, 2016

---

### REGULATORY AUTHORIZATION:

This permit is issued under the authority of Chapter 161 and Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.). Pursuant to Operating Agreements executed between the Department of Environmental Protection (Department) and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity.

### ACTIVITY DESCRIPTION:

The Western Destin Beach Restoration Project includes the placement of approximately 831,000 cubic yards (cy) of beach quality sand along a 1.7-mile segment of the Okaloosa County coastline immediately east of Destin's East Pass. The project provides an average beach fill volume of 92 cy/foot. The project design includes a 30-foot wide dune crest at +14 feet NAVD, with a transitional slope of 1V:4H from the dune crest to the back-berm, a 30-foot wide back-berm at +8.5 feet NAVD, with a transitional slope of 1V:10H from the back-berm to the berm and a variable width berm at +5.5 feet NAVD, with a transitional slope of 1V:10H from the seaward edge of the berm out to the existing sea bottom.

### ACTIVITY LOCATION:

The beach restoration site is located between FDEP reference monuments R-16.6 (at the east jetty of Destin's East Pass) and R-22.6, and between R-23.2 and R-25.5, in Okaloosa County, Sections 21 through 25, Township 2 South, Range 22 and 23 West, Gulf of Mexico,

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Class III Waters. The fill placement area specifically excludes the Oceania Owner's Association, Inc. members' common elements property, which is located in the area between the two shoreline segments included in the restoration site described above, and as further reflected on sheet 12 of 17 of the approved permit drawings. The borrow area for this project is centered approximately 1.25 miles offshore of Okaloosa Island and 3 miles west of East Pass, within a relic ebb tidal delta in water depths of -36 to -51 feet, NAVD. The edge of the borrow area is within the designated Outstanding Florida Water boundary of the Gulf Islands National Seashore.

**PROPRIETARY AUTHORIZATION:**

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated the Department the responsibility to review and take final action on this request for proprietary authorization in accordance with Rule 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. In addition to the above, this proprietary authorization has been reviewed in accordance with Chapter 253, F.S., Chapter 18-21 and Rule 62-312.065, F.A.C., and the policies of the Board of Trustees.

As staff to the Board of Trustees, the Department has reviewed the project described above, and has determined that both the use of the borrow area for up to 5 years and the fill placement on the beach qualify for a Letter of Consent to use 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. Therefore, consent is hereby granted, pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

**COASTAL ZONE MANAGEMENT:**

This permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act. This permit also constitutes certification of compliance with state water quality standards, outside of the expanded mixing zone, pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341.

**OTHER PERMITS:**

Authorization from the Department does not relieve you from the responsibility of obtaining other permits (Federal, State, or local) that may be required for the project. When the Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (USACE) for review. The USACE will issue their authorization directly to you, or contact you if additional information is needed. If you have not heard from the USACE within 30 days from the date that your application was received by the Department, contact the nearest USACE regulatory office for status and further information. Failure to obtain USACE authorization prior to construction could subject you to federal enforcement action by that agency.

**AGENCY ACTION:**

The above named Permittee is hereby authorized to construct the work outlined in the activity description and activity location of this permit and shown on the approved permit drawings, plans and other documents attached hereto. This agency action is based on the information submitted to the Department as part of the permit application and de novo review process, and adherence with the final details of that proposal shall be a requirement of the permit. **This permit and authorization to use sovereign submerged lands are subject to the General Conditions and Specific Conditions, which are a binding part of this permit and authorization.** Both the Permittee and their Contractor are responsible for reading and understanding this permit (including the permit conditions and the approved permit drawings) prior to commencing the authorized activities, and for ensuring that the work is conducted in conformance with all the terms, conditions and drawings.

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**GENERAL CONDITIONS:**

1. All activities authorized by this permit shall be implemented as set forth in the plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The Permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to section 62B-49.008, Florida Administrative Code.
2. If, for any reason, the Permittee does not comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Bureau of Beaches and Coastal Systems and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance, and the period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local, special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of sovereignty land of Florida seaward of the mean high-water line, or, if established, the erosion control line, unless herein provided and the necessary title, lease, easement, or other form of consent authorizing the proposed use has been obtained from the State. The Permittee is responsible for obtaining any necessary authorizations from the Board of Trustees of the

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Internal Improvement Trust Fund prior to commencing activity on sovereign lands or other state-owned lands.

5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
6. This 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. The issuance of this permit does not convey any vested rights or any exclusive privileges.
7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The Permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
8. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to an copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules. Reasonable time may depend on the nature of the concern being investigated.
9. At least forty-eight (48) hours prior to commencement of activity authorized by this permit, the Permittee shall submit to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer) and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the Permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.
10. If historic or archaeological artifacts, such as, but not limited to, Indian canoes, arrow heads, pottery or physical remains, are discovered at any time on the project site, the Permittee shall immediately stop all activities in the immediate area that disturb the soil in the immediate locale and notify the State Historic Preservation Officer and the Bureau of Beaches and Coastal Systems (JCP Compliance Officer). In the event that unmarked human remains are encountered during permitted activities, all work shall stop in the immediate area and the proper authorities notified in accordance with Section 872.02, F.S.

11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall submit to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer) and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on two paper copies and one electronic copy of as-built drawings submitted to the Bureau of Beaches and Coastal Systems (JCP Compliance Officer)

**SPECIFIC CONDITIONS:**

1. Prior to construction of the beach restoration project, the Board of Trustees will establish an Erosion Control Line along the shoreline of the beach restoration project. The Erosion Control Line shall be established consistent with the provisions of ss. 161.141-161.211, Florida Statutes. An Erosion Control Line shall not be established in conjunction with this joint coastal permit with respect to the shoreline seaward of the Oceania Owner's Association, Inc. members' common elements property. In lieu of conducting a survey, the Board of Trustees may accept and approve a survey as initiated, conducted, and submitted by Okaloosa County if said survey is made in conformity with the appropriate principles set forth in ss. 161.141-161.211.
2. All reports or notices relating to this permit shall be sent to the DEP, Bureau of Beaches and Coastal Systems, JCP Compliance Officer, 3900 Commonwealth Boulevard, Mail Station 300, Tallahassee, Florida 32399-3000 (e-mail address: [JCPCCompliance@dep.state.fl.us](mailto:JCPCCompliance@dep.state.fl.us)) and the DEP NW District Office, Submerged Lands and Environmental Resources, 160 Governmental Center, Pensacola, Florida 32502-5794.
3. No work shall be conducted until and unless the Department issues a Final Order of Variance (File No. 0286575-002-BV) from Rule 62-4.244(5)(c), F.A.C. to establish an expanded mixing zone.
4. No work shall be conducted under this permit until the Permittee has received a written *Notice To Proceed* from the Department. At least 30 days prior to the requested date of issuance of the notice to proceed, the Permittee shall submit the following for review and approval by the Department:
  - a. Two hard copies and an electronic copy of detailed ***final construction plans and specifications*** for all authorized activities that are consistent with the Activity

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Description in this permit and the attached permit drawings. These documents shall be signed and sealed by the design engineer who must be registered in the State of Florida, and shall bear the certifications specified in Rule 62B-41.007(4), F.A.C. The plans and specifications shall include a description of the dredging and beach construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g., anchoring area, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project.

- b. ***Turbidity monitoring qualifications.*** Construction at the project site shall be monitored closely by an experienced person, to assure that turbidity levels do not exceed the compliance standards. Also, an individual familiar with beach construction techniques, the approved Sediment QA/QC Plan, and turbidity monitoring shall be present during daylight hours when fill material is discharged on the beach. This individual shall have authority to alter construction techniques or shut down the dredging or beach construction operations if turbidity levels exceed the compliance standards. The names and qualifications of those individuals performing these functions, along with 24-hour contact information, shall be submitted to the Department for approval.
  - c. Written documentation that the Erosion Control Line required by Special Condition Number 1 has been filed in the public records of Okaloosa County.
5. The Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with Permittee's contractors, the engineer of record and the JCP Compliance Officer. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

DEP Bureau of Beaches & Coastal Systems  
JCP Compliance Officer  
Mail Station 300  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000  
phone: (850) 414-7716  
e-mail: [JCP.Compliance@dep.state.fl.us](mailto:JCP.Compliance@dep.state.fl.us)

DEP NW District Office  
Submerged Lands & Environmental Resources  
160 Governmental Center  
Pensacola, Florida 32502-5794  
phone: (850) 595-8300

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Imperiled Species Management Section  
Florida Fish & Wildlife Conservation Commission  
620 South Meridian Street  
Tallahassee, Florida 32399-1600  
phone: (850) 922-4330  
fax: (850) 921-4369

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of a pre-construction conference, the Permittee shall provide written notification, advising the participants (listed above) of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

6. a. The borrow area to be utilized for this project is also to be utilized by the Eglin AFB Restoration Project (0289154-001-JC) and the pending Okaloosa Island Beach Restoration Project (0286020-001-JC). The attached Borrow Area Conservation Plan (Dredge Plan), dated March 6, 2009, was reviewed and approved by the Department with the understanding that all three projects would be constructed jointly or sequentially within a total period of two (2) years. If all three projects are *not* expected to be constructed jointly or sequentially within a total of two (2) years, then prior to the commencement of construction, the Permittee shall submit to the Department a revised dredge plan that depicts the discrete section or subarea of the borrow area to be dredged for this project. This revised dredge plan is necessary to provide the Department with reasonable assurance that a sufficient quantity of beach-quality material is available for all three projects utilizing this borrow area.
- b. The Deepwater Horizon Incident, which occurred on April 20, 2010, has caused adverse impacts to the coastal system within the State of Florida. It is uncertain whether impacts have occurred to the borrow area or the fill placement area. Therefore, to avoid causing additional or compounding adverse impacts, the Permittee shall inspect the borrow area authorized by this permit prior to construction. Such inspections shall consist of visual inspection and sampling prior to the commencement of dredging operations to confirm that the borrow area is free of signs of oil contaminants caused by the Deepwater Horizon Incident. If portions of the proposed borrow area are contaminated with petroleum products from the Deepwater Horizon Incident, the Permittee shall submit a dredge plan that will quarantine and avoid areas contaminated by oil from the Deepwater Horizon Incident. During discharge of sand from the borrow area onto the beach, the Permittee shall visually inspect the point of discharge of the dredged sand onto the beach for signs of oil contamination. The Permittee shall follow the protocols of the Sediment QA/QC Plan such that any occurrence of oil contaminants will be considered for the purposes of the Sediment QA/QC Plan “unacceptable materials”. The Permittee shall sample discharged sand on a daily basis for the presence of oil contaminants. Further, the Permittee shall be responsible for the removal of contaminated sediment placed on the beach in accordance with Florida Administrative

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Code rule 62B-41.007(2)(j)4. If the Permittee finds any contaminants then such findings shall be reported within 72 hours of the discovery to the Department.

7. The Permittee shall submit a pre-construction bathymetric survey of the Borrow Area to accompany the revised dredge plan if all three projects are *not* expected to be constructed jointly or sequentially within a total time period of two (2) years.
8. Within 90 days following completion of construction, the Permittee shall submit a post-construction bathymetric survey of the borrow area in the first post-construction report.
9. Sediment quality shall be assessed as outlined in the attached Sediment QA/QC Plan, dated March 6, 2009. Any occurrences of unacceptable material will be handled according to the protocols set forth in the approved Sediment QA/QC Plan. The sediment testing result will be submitted to FDEP within 90 days following the completion of beach construction.
10. Following the completion of construction of the dune feature, any portions of the dune feature that the Permittee vegetates shall be subject to the following conditions:
  - a. Permittee shall plant the dune with a minimum of three different species of native salt tolerant vegetation, including a minimum of 70 percent coverage by sea oats. Planting stock shall be appropriate to the region of the planting site. Dune restoration plants shall be spaced throughout the designated area in staggered rows, with a maximum distance of 18 inches on center for 4 inches or smaller plugs, and up to 36 inches on center for gallon size planting units. Dune grass shall be planted a minimum of 6 inches deep. The Permittee shall fertilize and water-in the planting units at the time of installation, and irrigate and fertilize only as necessary until the plants are established and meet the survival criteria below. Irrigation systems shall be installed below grade and shall remain below grade until removal.
  - b. Approximately 180 days after planting, a minimum of 80 percent of the original planting units shall have survived and 80 percent coverage of the planted area shall be achieved with the selected species. In addition to the planted stock, this coverage may include spreading from the original plantings and natural recruitment by those species. If success is not achieved at 180 days, the Permittee shall replant all deficient areas and increase the planting density if necessary. Success will be reassessed approximately 180 days after the additional planting. If success still is not achieved after the second assessment, the Permittee shall propose an alternative planting plan within 90 days as a permit modification. Irrigation systems and other structures placed during plant installation and initial cultivation shall be removed only after approval of planting success by the Department and within thirty days from the submittal for final project certification.



- c. The dune area shall be protected from foot traffic or other encroachments. Signs, rope and post / bollard barriers with weighted surface anchors, or sand fencing shall be constructed to prevent trampling of vegetation and erosion of the restored dune feature.
- d. Within 30 days following project completion, the Permittee shall submit to the Department for approval an as-built plan-view drawing prepared and certified by a licensed landscape architect or professional engineer depicting those areas subjected to dune restoration / replanting.

### **Wildlife Protection Measures**

- 11. All required reports or notices relating to wildlife monitoring shall be sent directly to the Florida Fish & Wildlife Conservation Commission (FWC), at the indicated addresses, and a copy of the cover page emailed to [JCP.Compliance@dep.state.fl.us](mailto:JCP.Compliance@dep.state.fl.us).

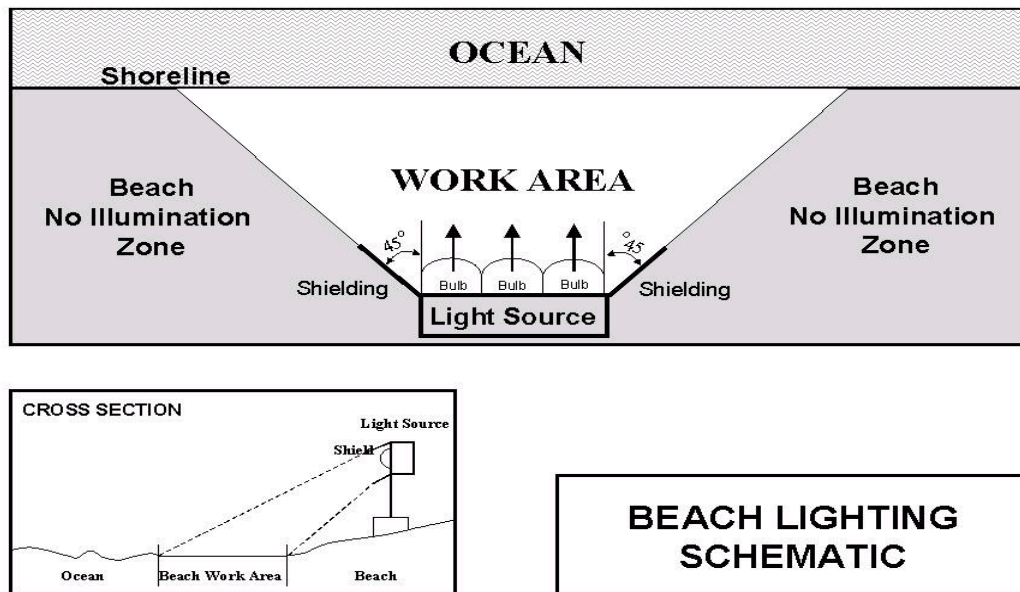
### **Marine Turtle Protection Conditions**

- 12. ***Pre-construction Turtle Meeting.*** A meeting between representatives of the contractor, the U.S. Fish & Wildlife Service (USFWS), the FWC, and the permitted sea turtle surveyor prior to the commencement of work on this project must be held. At least 10 business days advance notice must be provided prior to conducting this meeting. This will provide an opportunity for explanation and/or clarification of the sea turtle and piping plover protection measures as well as additional guidelines when construction occurs during the nesting season such as storing equipment, minimizing driving, and follow up meetings during construction.
- 13. ***Marine Turtle Nest Surveys.*** Sea turtle nesting surveys shall be initiated 70 days prior to sand placement or by May 1, whichever is later. Nesting surveys must continue through the end of the project or through September 1, whichever is earlier. Hatchling and emerging success monitoring will involve checking nests beyond the completion date of the daily early morning nesting surveys.
  - a. Sea turtle nesting surveys and egg relocations shall only be conducted by personnel with prior experience and training in these activities and who is duly authorized to conduct such activities through a valid permit issued by the FWC, pursuant to Florida Administrative Code 68E-1. Nesting surveys shall be conducted daily between sunrise and 9 a.m.
  - b. The contractor shall not initiate work until daily notice has been received from the sea turtle permit holder that the morning survey has been completed. Surveys must be performed in such a manner so as to ensure that construction activity does

not occur in any location prior to completion of the necessary sea turtle protection measures.

- c. The surveys shall be conducted and eggs shall be relocated per the following requirements:
    - i. Only those nests that may be affected by material placement will be relocated. Nests requiring relocation shall be moved no later than 9 a.m. the morning following deposition to a nearby self-release beach site in a secure setting where artificial lighting will not interfere with hatchling orientation. Relocated nests shall not be placed in organized groupings; relocated nests shall be randomly staggered along the length and width of the beach in settings that are not expected to experience daily inundation by high tides or known to routinely experience severe erosion and egg loss, or subject to artificial lighting. Nest relocations in association with construction activities shall cease when construction activities no longer threaten nests.
    - ii. Sea turtle nests deposited where the project activities have ceased or will not occur for 70 days shall be marked and left *in situ* unless other factors threaten the success of the nest. The turtle permit holder shall install an on-beach marker at the nest site and/or a secondary marker at a point landward as possible to assure that future location of the nest will be possible should the on-beach marker be lost. A series of stakes and highly visible survey ribbon or string shall be installed to establish a 10-foot radius around the nest. No activity shall occur within this area, nor will any activities occur which could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and the nest has not been disturbed by the project activities.
    - iii. Reports on all nesting activity shall be provided for the initial nesting season and for a minimum of two additional nesting seasons if placed material still remains on the beach. Monitoring of nesting activity in the seasons following construction shall include daily report sheets noting all activity, nesting success rates, hatching success of all relocated nests, hatching success of a representative sampling of nests left in place (if any), dates of construction and names of all personnel involved in nest surveys and relocation activities. Data should be reported separately for the nourished areas and for an equal length of adjacent beach that is not nourished in accordance with the attached Table. Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets). All reports should be submitted by January 15 of the following year.
14. **Project Lighting.** Lighting on offshore or onshore equipment shall be minimized through reduction, shielding, lowering, and appropriate placement to avoid excessive illumination

of the water's surface and nesting beach while meeting all Coast Guard, EM 385-1-1, and OSHA requirements. Light intensity shall be reduced to the minimum standard required by OSHA for General Construction areas, in order not to misdirect sea turtles. Shields shall be affixed to the light housing and be large enough to block light from all lamps from being transmitted outside the construction area, as illustrated below.



15. **Equipment Storage.** Staging areas for construction equipment for sand placement shall be located off the beach to the maximum extent practicable from May 1 to October 31.
- a. Nighttime storage of the beach restoration project construction equipment not in use shall be off the beach to minimize disturbance to sea turtle nesting and hatching activities.
  - b. All construction pipes that are placed on the beach shall be located as far landward as possible without compromising the integrity of the existing or reconstructed dune system.
    - i. Temporary storage of pipes shall be off the beach to the maximum extent possible.
    - ii. Temporary storage of pipes on the beach shall be in such a manner so as to impact the least amount of nesting habitat and shall not compromise the integrity of the dune systems.

- iii. Pipes placed parallel to the dune shall be five to ten feet away from the toe of the dune.
16. ***Fill Restrictions.*** During nesting season, the contractor shall not extend the beach fill more than 500 feet along the shoreline between dusk and the following day until the daily nesting survey has been completed and the beach cleared for fill advancement.
- a. If the 500 feet is not feasible for the project, an agreed upon distance shall be decided on during the preconstruction meeting.
  - b. Once the beach has been cleared and the necessary nest relocations have been completed, the contractor is allowed to proceed with the placement of fill during daylight hours until dusk at which time the 500-foot length limitation shall apply.
17. ***Beach Maintenance.*** All derelict concrete, metal, and coastal armoring material and other debris shall be removed from the beach prior to any dredged material placement to the maximum extent practicable. If debris removal activities will take place from May 1 through September 1, the work shall be conducted during daylight hours only and shall not commence until completion of the sea turtle survey each day. All excavations and temporary alterations of the beach topography shall be filled or leveled to the natural beach profile prior to 9 p.m. each day.
18. ***Hopper Dredging Requirements.*** In the event a hopper dredge is utilized, the following requirements shall be met in addition to the Terms and Conditions of the NMFS Regional Biological Opinion for Hopper Dredging in the Gulf of Mexico:
- a. Handling of sea turtles captured during hopper dredging projects shall be conducted only by persons with prior experience and training in these activities and who is duly authorized to conduct such activities through a valid permit issued by the FWC, pursuant to Florida Administrative Code 68E-1.
  - b. ***Dredging Pumps.*** Standard operating procedure shall be that dredging pumps shall be disengaged by the operator when the dragheads are not firmly on the bottom, to prevent impingement or entrainment of sea turtles within the water column. This precaution is especially important during the cleanup phase of dredging operations.
  - c. ***Sea Turtle Deflecting Draghead.*** A state-of-the-art rigid deflector draghead must be used on all hopper dredges in all Gulf of Mexico channels at all times of the year.

- d. The Sea Turtle Stranding and Salvage Network (STSSN) Coordinator, Dr. Allen Foley, shall be notified at (904) 573-3930 of the start-up and completion of hopper dredging operations.
  - e. Relocation trawling shall be undertaken at all projects where any of the following conditions are met; however, other ongoing projects not meeting these conditions are not required to conduct relocation trawling:
    - i. Two or more turtles are taken in a 24-hour period in the project
    - ii. Four or more turtles are taken in the project.
  - f. The Permittee shall fax (850-921-6988) or e-mail ([Meghan.Koperski@MyFWC.com](mailto:Meghan.Koperski@MyFWC.com)) weekly reports to the Imperiled Species Management Section on Friday each week that relocation trawling is conducted in Florida water. These faxes shall include: the species and number of turtles captured in Florida waters, general health, and release information. A summary of all turtles captured in Florida waters, including all measurements, the latitude and longitude (in decimal degrees) of captures and tow start-stop points, and times for the start-stop points of the tows, including those tows on which no turtles are captured shall be submitted to the ISM by January 15 of the following year.
19. ***Compaction Sampling.*** Immediately after completion of the beach restoration project and prior to April 15 for 3 subsequent years, sand compaction sampling shall be monitored in the area of sand placement in accordance with the following protocols:
- a. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area) and one station shall be midway between the dune line and the high water line (normal wrack line).
  - b. At each station, the cone penetrometer shall be pushed to a depth of 6, 12, and 18 inches three times (three replicates). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lie over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final values for each depth at each station. Reports shall include all 18 values for each transect line, and the final 6 averaged compaction values.
  - c. If the average value for any depth exceeds 500 psi for any two or more adjacent stations, then that area shall be tilled prior to April 15.

- d. If values exceeding 500 psi are distributed throughout the project area but in no case do those values exist at two adjacent stations at the same depth, then consultation with the FWC shall be required to determine if tilling is required. If a few values exceeding 500 psi are present randomly within the project area, tilling shall not be required.
20. ***Tilling Requirements.*** Immediately after completion of the initial beach fill placement event, and prior to April 15 for 3 subsequent years, if placed sand still remains on the beach, the beach shall be tilled as described below or the Permittee may follow the procedure outlined below to request a waiver of the tilling requirement. During tilling, at a minimum, the protocol provided below shall be followed:
- a. The area shall be tilled to a depth of 36 inches. All tilling activity must be completed prior to April 15. Each pass of the tilling equipment shall be overlapped to allow more thorough and even tilling. Tilling should occur landward of the wrack line and avoid all vegetated areas 3 square feet or greater with a 3 foot buffer around the vegetated areas.
  - b. An annual summary of compaction surveys and the actions taken shall be submitted to the FWC.
  - c. If the project is completed just before the nesting season, tilling shall not occur in areas where nests have been left in place or relocated unless authorized by the USFWS in an Incidental Take Statement.
  - d. This condition shall be evaluated annually and may be modified if necessary to address sand compaction problems identified during the previous year.
  - e. To request a waiver of the tilling requirement, the Permittee may measure sand compaction in the area of restoration in accordance with a protocol agreed to by the FWC, the Department, the USFWS, and the Permittee to determine if tilling is necessary.
21. ***Escarpment Surveys.*** Visual surveys for escarpments along the beach fill area shall be made immediately after completion of the beach restoration project and between March 1 and April 15 for the following three years if placed sand still remains on the beach. All scarps shall be leveled or the beach profile shall be reconfigured to minimize scarp formation. In addition, weekly surveys of the project area shall be conducted during the two nesting seasons following completion of fill placement as follows:
- a. The number of escarpments and their location relative to DNR-DEP reference monuments shall be recorded during each weekly survey and reported relative to the length of the beach surveyed (e.g., 50% scarps). Notations on the height of

these escarpments shall be included (0 to 2 feet, 2 to 4 feet, and 4 feet or higher) as well as the maximum height of all escarpments.

- b. Escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet shall be leveled to the natural beach contour by April 15. Any escarpment removal shall be reported relative to R-monument.
  - c. If weekly surveys during the marine turtle nesting season document subsequent reformation of escarpments that exceed 18 inches in height for a distance of 100 feet, the FWC shall be contacted immediately to determine the appropriate action to be taken. Upon written notification, the Permittee shall level escarpments in accordance with mechanical methods prescribed by the FWC.
22. **Lighting Surveys.** A survey of all artificial lighting visible from the project beach shall be conducted after the beach restoration project. The surveys shall document all lighting visible from the post-project restored beach. The post-project survey shall be conducted by May 15 following the project work and again by June 15, July 15, August 15, and September 15 of that nesting season. For each light source visible, it must be documented that the property owner(s) have been notified of the problem light with recommendations for correcting the light. Recommendations must be in accordance with the Florida Model Lighting Ordinance for Marine Turtle Protection, F.A.C. 62B-55. A summary report of each survey including documentation of property owner notification shall be submitted to the USFWS Panama City Florida field office by the 1st of the following month; and a final summary report provided by December 15 of that year. After the final report is completed, a meeting must be set up with the USFWS to discuss the survey report and documented sea turtle disorientations.
23. **Dune Planting.** Planting of dune vegetation may occur during the sea turtle nesting season under the following conditions:
- a. No dune planting activity shall occur until after the daily turtle survey and nest conservation and protection efforts have been completed.
  - b. Any nests deposited in the dune planting area not requiring relocation for conservation purposes shall be left *in situ*. No planting or other activity shall occur within this area, nor will any activities occur which could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and the nest has not been disturbed by the planting activity.
  - c. If a nest is disturbed or uncovered during planting activity, the contractor, Permittee, or the Permittee's contractors shall cease all work and immediately contact the responsible turtle permit holder. If a nest(s) cannot be safely avoided during planting, all activity within the affected project site shall be delayed until hatching and emerging success monitoring of the nest is completed.

- d. All dune planting activities shall be conducted by hand and only during daylight hours.
  - e. All dune vegetation (refer to Specific Condition No. 10 for additional details) shall consist of coastal dune species native to the local area. Seedlings shall be at least 1 inch by 1 inch with a 2.5-inch pot. Vegetation shall be planted with an appropriate amount of fertilizer and anti-desiccant material for the plant size.
  - f. No use of heavy equipment (trucks) shall occur on the dunes or seaward for planting purposes. A lightweight (ATV type) vehicle with tire pressures of 10 psi or less may be operated on the beach.
24. ***Marine Turtle or Nest Encounters.*** Upon locating a dead, injured, or sick endangered or threatened sea turtle specimen, initial notification must be made to the FWC at 1-888-404-FWCC. Care should be taken in handling sick or injured specimens to ensure effective treatment and care and in handling dead specimens to preserve biological materials in the best possible state for later analysis of cause of death. In conjunction with the care of sick or injured endangered or threatened species or preservation of biological materials from a dead animal, the finder has the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed. In the event a sea turtle nest is excavated during construction activities, all work shall cease in that area immediately and the permitted person responsible for egg relocation for the project should be notified so the eggs can be moved to a suitable relocation site.

### **Shorebird Protection Conditions**

25. ***Shorebird Surveys.*** Shorebird surveys should be conducted by trained, dedicated individuals (Shorebird Monitor) with proven shorebird identification skills and avian survey experience. Credentials of the Shorebird Monitor will be submitted to the FWC Regional Biologist for review and approval. Shorebird Monitors will use the following survey protocols:
- a. ***Nesting Season Surveys.*** Shorebird Monitors should review and become familiar with the general information and data collection protocols outlined on the FWC's Beach-Nesting Bird Website (<http://myfwc.com/shorebirds/>). An outline of what data should be collected, including downloadable field data sheets, is available on the website.
    - i. The nesting season is generally 1 April – 1 September, but some nesting may occur through September. In addition, the imperiled snowy plover (*Charadrius alexandrinus*) may nest as early as February along the west coast and panhandle of Florida.



- ii. Nesting season surveys shall begin on April 1 (or February 15 in snowy plover habitat) or 10 days prior to project commencement (including surveying activities and other pre-construction presence on the beach), whichever is later, and be conducted daily throughout the construction period or through August, whichever is earlier. Weekly surveys of the project site shall continue through August or through fledgling or loss of identified nests or hatchlings, whichever is later.
  - iii. Nesting season surveys shall be conducted in all potential beach-nesting bird habitat within the project boundaries that may be impacted by construction or pre-construction activities during the nesting season. Portions of the project in which there is no potential for project-related activity during the nesting season may be excluded.
  - iv. Surveys for detecting new nesting activity will be completed on a daily basis prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt nesting behavior or cause harm to the birds or their eggs or young.
  - v. Surveys should be conducted by traversing the length of the project area and visually inspecting, using binoculars or spotting scope, for the presence of shorebirds exhibiting breeding behavior.
  - vi. If an ATV or other vehicle is needed to cover large project areas, the vehicle must be operated at a speed <6 mph, shall be run at or below the high-tide line, and the Shorebird Monitor will stop at no greater than 200 meter intervals to visually inspect for nesting activity.
  - vii. Once breeding is confirmed by the presence of a scrape, eggs, or young, the Bird Monitor will notify the Regional Nongame Biologist of the FWC at (850)265-3677 within 24 hours.
  - viii. All breeding activity will be reported to the Beach-Nesting Bird website within one week of data collection.
  - ix. Observations of non-breeding shorebirds should be reported to the Shorebird-Seabird Occurrence Database, as described below.
- b. *Non-Breeding Shorebird Surveys.* Data collected on non-breeding shorebirds should be compatible with, and reported to, the Shorebird-Seabird Occurrence Database (<http://myfwc.com/shorebirds/>).
- i. Surveys for non-breeding shorebirds should begin 14 days prior to construction commencement and be conducted once every 2 weeks for at least

one year post-construction. Data collected during these surveys will provide valuable information on the use of nourished beaches to shorebirds.

- ii. Survey for non-breeding shorebirds will include all potential shorebird habitat within the project boundary.
- iii. Data should be entered into the database within one month of collection.

26. ***Buffer Zones and Travel Corridors.*** Within the project area, the Permittee shall establish a 300 ft-wide buffer zone around any location where shorebirds have been engaged in nesting behavior, including territory defense. Any and all construction activities, including movement of vehicles, should be prohibited in the buffer zone.
- a. The width of the buffer zone shall be increased if birds appear agitated or disturbed by construction or other activities in adjacent areas.
  - b. Site-specific buffers may be implemented upon approval by FWC as needed.
  - c. Reasonable and traditional pedestrian access should not be blocked where nesting birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be tolerated when nesting was initiated within 300 feet of an established beach access pathway. The Permittee shall work with FWC staff to determine if pedestrian access can be accommodated without compromising nesting success.
  - d. Designated buffer zones must be posted with clearly marked signs around the perimeter. If pedestrian pathways are approved within the 300-foot buffer zone, these should be clearly marked. These markings shall be maintained until nesting is completed or terminated. In the case of solitary nesters, nesting is not considered to be completed until all chicks have fledged.
  - e. No construction activities, movement of vehicles, or stockpiling of equipment shall be allowed within the buffer area.
  - f. FWC-approved travel corridors should be designated and marked outside the buffer areas. Heavy equipment, other vehicles, or pedestrians may transit past nesting areas in these corridors. However, other activities such as stopping or turning shall be prohibited within the designated travel corridors adjacent to the nesting site.
    - i. Where such a travel corridor must be established within the project area it should avoid critical areas for shorebirds (known nesting sites, wintering grounds, FWC-designated Critical Wildlife Areas, and USFWS-designated

critical piping plover habitat) as much as possible, and be marked with signs clearly delineating the travel corridor from the shorebird buffer areas described above.

- ii. To the degree possible, the Permittee should maintain some activity within these corridors on a daily basis, without directly disturbing any shorebirds documented on site or interfering with sea turtle nesting, especially when those corridors are established prior to commencement of construction. Passive methods to modify nesting site suitability must be approved by FWC Regional Biologist for that region.
27. ***Placement of Equipment and Sand.*** If it will be necessary to extend construction pipes past a known shorebird nesting site or over-wintering area for piping plovers, then whenever possible those pipes should be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a known shorebird nesting site during the shorebird nesting season.
  28. ***Notification.*** If shorebird nesting occurs within the project area, a bulletin board will be placed and maintained in the construction area with the location map of the construction site showing the bird nesting areas and a warning, clearly visible, stating that “BIRD NESTING AREAS ARE PROTECTED BY THE FLORIDA THREATENED AND ENDANGERED SPECIES ACT AND THE STATE AND FEDERAL MIGRATORY BIRD ACTS”.
  29. ***Beach Contours.*** All tilling and scarp removal should be done outside the shorebird nesting season. It is the responsibility of the contractors to avoid tilling or scarp removal in areas where nesting birds are present.
    - a. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling.
    - b. The slope between the mean high water line and the mean low water line must be maintained in such a manner as to approximate natural slopes.

**MONITORING REQUIRED:**

30. Water Quality - Turbidity shall be monitored as follows:  
Units: Nephelometric Turbidity Units (NTUs).

**Dredging areas**

Frequency: For hopper dredge: During each hopper dredge cycle that occurs during day-light hours, after the plume reaches the monitoring sites, at least 5 discrete sampling events.

Location: If in or immediately up-current of OFW:

Background: Five samples measured at least 5 meters apart (pooled to determine the mean background level for the sampling event), at mid-depth, at least 150 meters up-current from the point of excavation, clearly outside of any turbidity plume.

Compliance Monitoring Sites: At the point where the densest portion of the turbidity plume intersects the periphery of the mixing zone (1,500 meters down-current from the dredge), at mid-depth.

Intermediate Monitoring Sites: Additional samples will be collected within the mixing zone, in the densest portion of the turbidity plume, at distances of 150 meters, 500 meters and 1,000 meters from the dredge, at mid-depth. These measurements will be used to calibrate the size of the mixing zone for future events.

If NOT in OFW:

Background: Five samples measured at least 5 meters apart (pooled to determine the mean background level for the sampling event), at mid-depth, at least 150 meters up-current from the point of excavation, clearly outside of any turbidity plume.

Compliance Monitoring Sites: At the point where the densest portion of the turbidity plume intersects the periphery of the mixing zone, 150 meters down-current from the dredge, at mid-depth.

### **Disposal areas**

Frequency: During daylight hours, at least once during each hopper discharge cycle, when the maximum plume reaches the monitoring sites.

Location: Background: Approximately 500 meters upcurrent of the point where the return water from the dredged discharge reenters the Gulf of Mexico and the same distance offshore as the associated compliance sample.

Compliance Monitoring Sites: Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone, which measures 150 meters from the point where the return water from the dredged discharge reenters the Gulf of Mexico.

**Turbidity Standards:**

Within the Gulf Islands National Seashore, which is designated as Outstanding Florida Waters (OFW), the turbidity level at the compliance site shall not exceed 0 NTUs above the background turbidity level for that sampling event.

The turbidity level at compliance sites located outside of the OFW shall not exceed 29 NTUs above the background turbidity level for that sampling event.

Any project-associated discharge other than dredging, disposing, or nourishing the beach (e.g., scow leakage or runoff from temporary containment area) should be monitored as close to the source as possible every hour until background turbidity levels return or until otherwise directed by the Department. The Permittee shall notify the Department by separate email or telephone to the Permit Processor, or the JCP Compliance Officer, of such an event within 24 hours of the time the Permittee first becomes aware of the discharge.

31. The compliance locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the compliance sites that are greater than 0 NTUs within Outstanding Florida Waters, or 29 NTUs outside of Outstanding Florida Waters, above the corresponding background turbidity levels, or any other project-associated discharge results in a turbidity violation, construction activities shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall also be immediately reported to the Department's Bureau of Beaches and Coastal Systems (BBCS) in Tallahassee at (850) 414-7716 (attn: JCP Compliance Officer) and the Department's Northwest District office in Pensacola.
32. Turbidity monitoring reports shall be submitted to the Department (JCP Compliance Officer) on a weekly basis within seven (7) days of collection. Reports shall be submitted under a cover letter containing the following statement: "**This information is provided in partial fulfillment of the monitoring requirements in Permit No. 0286575-001-JC Western Destin Beach Restoration.**" The cover letter shall summarize any significant compliance issues, summarize any corrective measures taken as result of a turbidity violation and provide the dates or monitoring period of the reports. Also, please clearly reference the permit number and project name on each page of the reports. In addition to analytical results for samples and quality control, each report should also include:
  - a. Specific monitoring requirements for the sampling location;
  - b. Time and date samples were taken;
  - c. Sampling results, the net difference between compliance and background results, and whether the turbidity level is in compliance (any violations of the turbidity

standard shall be highlighted).

- d. Depth of water body and depth of samples;
- e. Water temperature;
- f. Antecedent weather conditions, including wind direction and velocity;
- g. Tidal stage and direction of flow;
- h. A statement describing the methods used in collection, handling and analysis of the samples;
- i. Turbidity meter calibration/verification documentation;
- j. A map indicating the location of the current construction activity, the sampling locations (background and compliance), the visible plume pattern of the applicable mixing zone, and location of nearby Outstanding Florida Waters, if applicable; and
- k. A statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection and accuracy of the data.

**PHYSICAL MONITORING REQUIRED:**

33. Pursuant to Rule 62B-41.005(16), F.A.C., physical monitoring of the project is required through acquisition of project-specific data to include, at a minimum, topographic and bathymetric surveys of the beach, offshore, and borrow site areas, and engineering analysis. The monitoring data are necessary in order for both the project sponsor and the Department to regularly observe and assess, with quantitative measurements, the performance of the project, any adverse effects which have occurred, and the need for any adjustments, modifications, or mitigative response to the project. The scientific monitoring process also provides the project sponsor and the Department information necessary to plan, design, and optimize subsequent follow-up projects, potentially reducing the need for and costs of unnecessary work, as well as potentially reducing any environmental impacts that may have occurred or be expected.

The attached Physical Monitoring Plan, received by the Department on October 6, 2009, is hereby approved and incorporated by reference as a specific condition of this permit. The Plan can be revised at any later time by written request of the Permittee and with the written approval of the Department. If subsequent to approval of the Monitoring Plan

there is a request for modification of the permit, the Department may require revised or additional monitoring requirements as a condition of approval of the permit modification.

As guidance for obtaining Department approval of any changes to the physical monitoring plan, the revised plan shall generally contain the following items:

- a. Topographic and bathymetric profile surveys of the beach and offshore shall be conducted within 90 days prior to commencement of construction, and within 60 days following completion of construction of the project. Thereafter, monitoring surveys shall be conducted annually for a period of three (3) years, then biennially until the next beach nourishment event or the expiration of the project design life, whichever occurs first. The monitoring surveys shall be conducted during a spring or summer month and repeated as close as practicable during that same month of the year. If the time period between the immediate post-construction survey and the first annual monitoring survey is less than six months, then the Permittee may request a postponement of the first monitoring survey until the following spring/summer. A prior design survey of the beach and offshore may be submitted for the pre-construction survey if consistent with the other requirements of this condition.

The monitoring area shall include profile surveys at each of the Department of Environmental Protection's DNR reference monuments within the bounds of the beach fill area and along at least 5,000 feet of the adjacent shoreline on both sides of the beach fill area. For those project areas that contain erosion control structures, such as groins or breakwaters, additional profile lines shall be surveyed at a sufficient number of intermediate locations to accurately identify patterns of erosion and accretion within this subarea. All work activities and deliverables shall be conducted in accordance with the latest update of the Bureau of Beaches and Coastal Systems (BBCS), *Monitoring Standards for Beach Erosion Control Projects, Section 01000 - Beach Profile Topographic Surveying and Section 01100 - Offshore Profile Topographic Surveying*.

- b. Bathymetric surveys of the borrow area(s) shall be conducted within 90 days prior to commencement of construction, and within 60 days following completion of construction of the project concurrently with the beach and offshore surveys required above. A prior design survey of the borrow area may be submitted for the pre-construction survey if consistent with the other requirements of this condition.

Survey grid lines across the borrow area(s) shall be spaced to provide sufficient detail for accurate volumetric calculations but spaced not more than a maximum of 500 feet apart, and shall extend a minimum of 500 feet beyond the boundaries of the borrow site. In all other aspects, work activities and deliverables shall be



consistent with the *BBCS Monitoring Standards for Beach Erosion Control Projects, Section 01200 - Borrow Site, Shoal and Other Bathymetric Surveying.*

- c. The Permittee shall submit an engineering report and the monitoring data to the BBCS within 90 days following completion of the post-construction survey and each annual or biennial monitoring survey.

The report shall summarize and discuss the data, the performance of the beach fill project, and identify erosion and accretion patterns within the monitored area. In addition, the report shall include a comparative review of project performance to performance expectations and identification of adverse impacts attributable to the project.

Appendices shall include plots of survey profiles and graphical representations of volumetric and shoreline position changes for the monitoring area. Results shall be analyzed for patterns, trends, or changes between annual surveys and cumulatively since project construction.

34. Physical monitoring reports and data shall be submitted to the JCP Compliance Officer, at the Bureau of Beaches and Coastal Systems in Tallahassee. Failure to submit reports and data in a timely manner constitutes grounds for revocation of the permit. When submitting any monitoring information to the Bureau, please include a transmittal cover letter clearly labeled with the following at the top of each page: **"This monitoring information is submitted in accordance with Specific Condition Nos. 33 and 34 of Permit No. 0286575-001-JC, for the monitoring period [XX]."**

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



Gene Chalecki, P.E., Acting Bureau Chief  
Bureau of Beaches and Coastal Systems

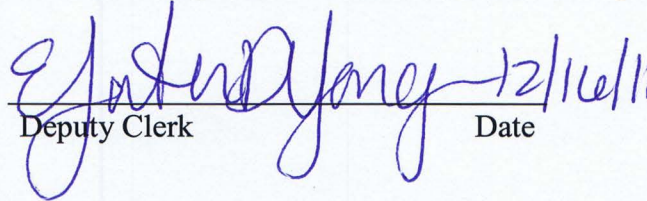
CERTIFICATE OF SERVICE

The undersigned hereby certifies that this Final Order was mailed before the close of business on this 16<sup>th</sup> day of December, 2011, to the above listed persons.



**FILING AND ACKNOWLEDGMENT**

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

  
Deputy Clerk Date

Prepared by Jamie Christoff and Lainie Edwards, PhD.

Attachments:    Approved Permit Drawings (17 pages)  
                      Borrow Area Conservation Plan (Dredge Plan) (received March 6, 2009)  
                      Sediment QA/QC Plan (received and approved on March 6, 2009)  
                      Approved Physical Monitoring Plan (received and approved October 6, 2009)

**Table 1. Marine Turtle Monitoring for Beach Restoration Projects**

The following marine monitoring is required for beach restoration projects by the FWC, Bureau of Protected Species Management. Reports summarizing the nesting should be submitted to the Tequesta office with a copy to the Tallahassee office by January 15 of the subsequent year. Data for nesting activity on filled and nonfilled areas should be reported separately, and should include numbers of nests lost to erosion or washed out.

Characteristic	Parameter	Measurement	Variable
Nesting Success	False crawls - number	Visual assessment of all false crawls	Number and location of false crawls in fill areas, groin areas, and nonfill areas: any interaction of the turtle with obstructions, such as groins, seawalls, or scarps, should be noted.
	False crawl - type	Categorization of the stage at which nesting was abandoned	Number in each of the following categories: emergence-no digging, preliminary body pit, abandoned egg chamber
	Nests	Number	The number of marine turtle nests in filled and nonfilled areas should be noted. If possible, the location of all marine turtle nests shall be marked on map of project, and approximate distance to the groins, sea walls or scarps measured using a meter tape (optional). Any abnormal cavity morphologies should be reported as well as whether turtle touched groins, seawalls, or scarps during nest excavation or beach ascent
		Lost Nests	The number of nests lost to inundation, erosion or the number with lost markers that could not be found
Reproductive Success	Emergence & hatching success	Standard survey protocol	Numbers of the following: unhatched eggs, depredated nests and eggs, live pipped eggs, dead pipped eggs, live hatchlings in nest, dead hatchlings in nest, hatchlings emerged, disoriented hatchlings, depredated hatchlings



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

## **CERTIFIED - RETURN RECEIPT REQUESTED**

July 25, 2012

### **Permittee:**

City of Destin  
c/o Mayor Sam SeEVERS  
4200 Indian Bayou Trail  
Destin, FL 32541

### **Agent:**

Taylor Engineering  
c/o Matthew Trammell, P.E.  
10151 Deerwood Park Blvd.  
Bldg. 300, Suite 300  
Jacksonville, FL 32256

### **PERMIT MODIFICATION**

Permit Modification No. 0286575-004-JN  
Permit No. 0286575-001-JC, Okaloosa County  
Western Destin Beach Restoration

Dear Mr. Trammell:

Your request to modify Permit No. 0286575-001-JC, was received on May 24, 2012, and has been reviewed by Department staff. The proposed permit modification is to reduce the placement of the project fill. The revised project would exclude the placement of fill from R-20.7 to R-23.5.

On December 16, 2011, Permit No. **0286575-001-JC**, was issued to authorize the restoration of a 1.7-mile segment of the Okaloosa County coastline located immediately east of Destin's East Pass. Additionally, the Department issued Variance No. **0286575-002-BV** on December 16, 2011, granting a 1500-meter mixing zone for dredging work within and immediately up current of the Gulf Island National Seashore Boundary, an Outstanding Florida Water.

For additional background, please see the *Consolidated Notice of Intent to Issue Joint Coastal Permit, Variance and Authorization To Use Sovereign Submerged Lands* for Permit No. 0286575-001-JC and Variance No. 0286575-002-BV at the following website:

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<ftp://ftp.dep.state.fl.us/pub/ENV-PRMT/okaloosa/issued/>

On July 19, 2012, the Department issued Permit Modification No. **0286575-003-JN** to transfer Permit No. 0286575-001-JC from Okaloosa County to the City of Destin.

**Justification / Necessity for Modification**

The Permittee has requested to amend the project area, deleting the central segment of fill from the project. This modification request was a result of certain property owners objecting to the project.

**Staff Assessment**

Department staff has reviewed the proposed modification and have determined that the deletion of the central 2,900 feet of project area does not increase the potential for adverse impacts to the coastal system from the project.

Additionally, the Florida Fish and Wildlife Commission (FWC) has reviewed the project and has no concerns with the deletions and/or tapers. The FWC did stipulate that if the deleted areas are to be used as a travel corridor, permit conditions for construction activities should still be applied. In addition, lighting surveys shall be completed within the deleted area. If light sources are visible from the adjacent project (including the tapers), property owner notifications with recommendations for correcting lighting issues shall be sent and reported per the existing permit conditions. These protection measures have been incorporated into the modification.

The project description shall be revised as follows (~~strike throughs~~ are deletions, underlines are additions):

**ACTIVITY DESCRIPTION:**

The Western Destin Beach Restoration Project includes the placement of ~~approximately 831,000 cubic yards (cy) of~~ beach quality sand along a ~~1.7 mile segment~~ two reaches of the Okaloosa County coastline immediately east of Destin's East Pass. Reach 1 extends from the eastern jetty of East pass to approximately 700 feet east of R-20 (R-20.7), and Reach 2 extends from approximately 500 feet east of R-23 (R-23.5) to R-25.5. The approximate 2,900-foot gap between Reach 1 and Reach 2 includes 18 single family lots and 3 condominium properties (Martinique, Oceania, and Holiday Isle Towers). The project provides an average beach fill volume of 92 cy/foot. The project design includes a 30-foot wide dune crest at +14 feet NAVD, with a transitional slope of 1V:4H from the dune crest to the back-berm, a 30-foot wide back-berm at +8.5 feet NAVD, with a transitional slope of 1V:10H from the back-berm to the berm and a

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variable width berm at +5.5 feet NAVD, with a transitional slope of 1V:10H from the seaward edge of the berm out to the existing sea bottom.

The set of approved permit drawings shall be revised as follows: Drawings 1-17 shall be replaced with revised drawings 1-16.

The specific conditions shall be revised as follows (~~striketroughs~~ are deletions, underlines are additions):

**SPECIFIC CONDITIONS:**

1. Prior to construction of the beach restoration project, the Board of Trustees will establish an Erosion Control Line along the shoreline of the beach restoration project. The Erosion Control Line shall be established consistent with the provisions of ss. 161.141-161. 211, Florida Statutes. An Erosion Control Line shall not be established in conjunction with this joint coastal permit with respect to the shoreline seaward of the following properties:
  - a. the Oceania Owner's Association, Inc. members' common elements property.
  - b. Any properties between DEP Monuments R-20.7 and R-23.5 that have been excluded from the restoration project as a result of Modification No. 0286575-004-JN. Any future modifications that may add previously deleted areas back into the project would require an ECL.

In lieu of conducting a survey, the Board of Trustees may accept and approve a survey as initiated, conducted, and submitted by Okaloosa County if said survey is made in conformity with the appropriate principles set forth in ss. 161.141-161.211.

12. ***Pre-construction Turtle Meeting***. A meeting between representatives of the contractor, the U.S. Fish & Wildlife Service (USFWS), the FWC, and the permitted sea turtle surveyor prior to the commencement of work on this project must be held. At least 10 business days advance notice must be provided prior to conducting this meeting. This will provide an opportunity for explanation and/or clarification of the sea turtle and piping plover protection measures as well as additional guidelines when construction occurs during the nesting season such as storing equipment, minimizing driving, and follow up meetings during construction. If deleted portions of the project shall be used as construction travel corridors, permit conditions for construction activities should still be applied.



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22. ***Lighting Surveys.*** A survey of all artificial lighting visible from the project beach shall be conducted after the beach restoration project, and shall include the deleted 2,900-foot segment of the beach. The surveys shall document all lighting visible from the post-project restored beach. The post-project survey shall be conducted by May 15 following the project work and again by June 15, July 15, August 15, and September 15 of that nesting season. For each light source visible, it must be documented that the property owner(s) have been notified of the problem light with recommendations for correcting the light. Recommendations must be in accordance with the Florida Model Lighting Ordinance for Marine Turtle Protection, F.A.C. 62B-55. A summary report of each survey including documentation of property owner notification shall be submitted to the USFWS Panama City Florida field office by the 1st of the following month; and a final summary report provided by December 15 of that year. After the final report is completed, a meeting must be set up with the USFWS to discuss the survey report and documented sea turtle disorientations.

After thorough review of your application, staff finds that the proposed modification is not expected to adversely affect water quality or be contrary to the public interest. Staff has also determined that the proposed alteration does not increase the potential for adverse impact on the coastal system, public beach access seaward of the mean high water line or nesting sea turtles and hatchlings and their habitat, and that the proposed alteration does not reduce the design adequacy of the project. Since the proposed modification is not expected to result in any adverse environmental impact or water quality degradation, the **permit is hereby modified** as stated above. By copy of this letter and the attached drawings, we are notifying all necessary parties of the modification.

This letter of approval does not alter the December 16, 2016 expiration date, other Specific or General Conditions, or monitoring requirements of the permit. This letter and the attached drawings must be attached to the original permit.

This permit is hereby modified unless a sufficient petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, Florida Statutes (F.S.), as provided below. The procedures for petitioning for a hearing are set forth below. Mediation under Section 120.573, F.S., is not available for this proceeding.

### **NOTICE OF RIGHTS**

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. The petition must contain the information set forth below and 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.

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Because the administrative hearing process is designed to redetermine final agency action on the application, the filing of a petition for an administrative hearing may result in further modification of the permit or even a denial of the application. If a sufficient petition for an administrative hearing or request for an extension of time to file a petition is timely filed, this permit modification automatically becomes only proposed agency action on the application subject to the result of the administrative review process. Accordingly, the applicant is advised not to commence construction or other activities under this permit modification until the deadlines noted below for filing a petition for an administrative hearing or request for an extension of time has expired.

Under Rule 62-110.106(4), Florida Administrative Code (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. 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. If a request is filed late, the Department may still grant it upon a motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect.

In the event that a timely and sufficient petition for an administrative hearing is filed, other persons whose substantial interests will be affected by the outcome of the administrative process have the right to petition to intervene in the proceeding. Any intervention will be only at the discretion of the presiding judge upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first.

Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition for an administrative hearing 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.

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In accordance with Rule 28-106.201, F.A.C., a petition that disputes the material facts on which the Department's action is based 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.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C. Under Sections 120.569(2)(c) and (d), F.S., a petition for administrative hearing must be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed.

This action is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above. Upon the timely filing of a petition this order will not be effective until further order of the Department.

This permit modification constitutes an order of the Department. The applicant has the right to seek judicial review of the order under Section 120.68, F.S., by the filing of a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 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 when the final order is filed with the Clerk of the Department.



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When there has been no publication of notice of agency action or notice of proposed agency action as prescribed in Rule 62-110.106, F.A.C., a person may request a copy of the agency action. The Department shall upon receipt of such a request, if agency action has occurred, promptly provide the person with notice. The Department does not require notice of this agency action to be published. However, the applicant may elect to publish notice as prescribed in Rule 62-110.106, F.A.C., which constitutes notice to the public and establishes a time period for submittal of any petition.

If you have any questions regarding this matter, please contact Lainie Edwards at the letterhead address (add Mail Station 300) or by telephone at (850) 414-7796.

Sincerely,



Martin K. Seeling  
Environmental Administrator  
Bureau of Beaches & Coastal Systems

MKS/le

Attachments: 16 drawings

Copies furnished to:

Sam Seevers, City of Destin  
Maryann Ustick, City of Destin  
Gregory Stewart, Esq., Okaloosa County  
Jim Curry, Okaloosa County  
Danielle Fondren, Bureau Chief, BBCS  
Robert Brantly, BBCS  
Ralph Clark, BBCS  
Alex Reed, BBC  
Martin Seeling, BBCS  
El Kromhout, BBCS  
Catherine Florko, BBCS  
Roxane Dow, BBCS  
Rolando Gomez, BBCS  
Walter C. Thompson, Jr

Clif Payne, CORPS Pensacola  
Steve Andrews, CORPS Pensacola  
Jim Trifilio, Okaloosa County  
Michael Trudnak, Taylor Engineering  
Stan Warden, OGC  
Kelly Russell, OGC  
West Gregory, OGC  
Andrew Joslyn, NW District Office  
Robbin Trindell, ISMS, FWC  
Dr. John Himes, FWC, Northwest Region  
Larry Hines, Holiday Isle / City Councilman  
David Sherry  
Rebecca Sherry  
John Donovan

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Kent Safriet, Hopping Green & Sams, P.A.  
Oceania Condominium Association  
BBCS Permit File

JCP Compliance Officer  
Roland Guidry

**FILING AND ACKNOWLEDGMENT**

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

Deborah Bohlen      7/25/12  
Deputy Clerk                      Date

# DEPARTMENT OF THE ARMY PERMIT

**Permittee:** Okaloosa County  
1540 Miracle Strip Parkway SE  
Ft. Walton Beach, FL 32548

**Permit No:** SAJ-2008-00895 (IP-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 project includes the placement of approximately 140,000 cubic yards of beach quality sand along a 2,600 ft beach segment on Western Destin Beach between Department of Environmental Protection Reference Monuments R-17 and R-20. More specifically, the project limits extend from the western property boundary of Destin Pointe (500 feet east of Destin East Pass Jetty) to the east property boundary of Holiday Surf and Racquet Club (located approximately 180 ft west of R-20). The material would be obtained using a hopper dredge with discharge capabilities. The hopper dredge would transport the material to the seaward end of a submerged discharge pipe approximately ½ mile offshore and pump the material to the project site. Heavy machinery would be used to shape the material to the beach design template. The proposed beach template would restore pre-Tropical Storm Ida beach widths and would advance the existing MHWL shoreline approximately 133.5 ft seaward on average. It would include a 30-foot-wide dune crest at an elevation of 10 feet NAVD and a variable width berm at 5.5 feet NAVD. Transitional slopes include a 1:4 (vertical:horizontal) slope from the dune crest to the berm; a 1:10 (vertical:horizontal) slope from the seaward edge of the berm out to the existing sea bottom, and a 1:2 (vertical:horizontal) back dune slope in areas where the landward edge of the dune crest does not tie into the existing dune.

**Project Location:** The project is located in the Gulf of Mexico, and extends from the western property boundary of Destin Pointe (500 feet east of Destin East Pass Jetty) to the east property boundary of Holiday Surf and Racquet Club (located approximately 180 ft west of R-20), within Section 25, Township 2 South, Range 23 West, Okaloosa County, Florida.



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Latitude & Longitude:

West Boundary: Latitude: 30.384052° North  
Longitude: 86.505341° West

East Boundary: Latitude: 30.384052° North  
Longitude: 86.478096° West

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **June 25, 2015**. 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.

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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. All reports, documentation and correspondence required by the conditions of this permit shall be submitted to the following address: U.S. Army Corps of Engineers, Pensacola Regulatory Office, Enforcement Section, 41 North Jefferson Street, Suite 111, Pensacola, FL 32502. The Permittee shall reference this permit number, SAJ-2008-00895 (IP-SWA), on all submittals.

2. Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.

3. Immediately upon completion of the activity authorized, the Permittee shall submit as-built drawings of the authorized work and a completed As-Built Certification Form to the Corps. The drawings shall be signed and sealed by a registered professional engineer and include the following:

a. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings (8½-inch by 11-inch). The drawing should show all "earth disturbance," including wetland impacts, water management structures, and any on-site mitigation areas.

b. List any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the As-Built Certification Form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the U.S. Army Corps of Engineers.

c. The Department of the Army Permit number.

d. Include pre- and post-construction aerial photographs of the project site, if available.



4. The location of any pipeline temporarily located in waters of the United States during the permitted activities shall be marked with clearly visible floats spaced a maximum of 150 feet apart, or as required by USCG regulations.

5. 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.

6. This Corps permit does not authorize you to take an endangered species, in particular the piping plover (*Charadrius melodus*), loggerhead sea turtle (*Caretta caretta*), green sea turtle (*Chelonia mydas*), leatherback sea turtle (*Dermochelys coriacea*), Kemp's ridley sea turtle (*Lepidochelys kempii*), and hawksbill sea turtle (*Eretmochelys imbricata*). In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA) (e.g., an ESA section 10 permit, or a Biological Opinion under ESA section 7, with "incidental take" provisions with which you must comply). The enclosed 23 December 2009, U.S. Fish and Wildlife Service (FWS) Biological Opinion contains mandatory Terms and Conditions to implement the Reasonable and Prudent Measures that are associated with "incidental take" that is also specified in the Biological Opinion. Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory Terms and Conditions associated with incidental take of the attached FWS Biological Opinion, which Terms and Conditions are incorporated by reference in this permit. Failure to comply with the Terms and Conditions associated with incidental take of the FWS Biological Opinion, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your Corps permit. However, the FWS is the appropriate authority to determine compliance with the Terms and Conditions of its Biological Opinion, and with the ESA. For further clarification on this point, you should contact the FWS.

7. The Permittee shall follow the standard manatee construction precautions and manatee special conditions:

- 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 can not 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 FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-232-2580) for north Florida or Vero Beach (1-561-562-3909) for south Florida. 7) The Permittee shall follow the enclosed standard manatee construction precautions and manatee special conditions.

8. Hopper Dredge Conditions: To minimize take of Federally listed species, the Hopper Dredge Conditions attached to this document, should be followed. If the Hopper Dredge Conditions conflict with the Gulf of Mexico Regional Biological Opinion dated 19 November 2003, as amended and modified on 24 June 2005 and 7 January 2009, the most restrictive shall apply as determined by the Corps of Engineers.

9. The Permittee is responsible for coordination with the Sea Turtles Stranding and Salvage Network as referenced in the Terms and Conditions 10 and 11 of the Gulf of Mexico Regional Biological Opinion dated 19 November 2003, as amended and modified on 24 June 2005 and 7 January 2009.

10. The enclosed Corps of Engineers Sea Turtle Inspection Checklist for Hopper Dredges must be utilized and followed prior to initiating dredging with any dredge plant associated with this project.

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11. In the event of a Take involving sea turtles or Gulf sturgeon, notify the following individuals immediately: Steve Andrews Jr., Project Manager at office number 850-439-0707, Clif Payne, Chief, Pensacola Permit Section at office number 850-433-8732 and cell number 850-525-3718, and Jon Griffin, RD-NA-J at office number 904-232-1680.

12. The Corps strongly recommends that the attached FWS Conservation Recommendations and those Conservation Recommendations described in the NMFS GMRBO be implemented by the applicant.

**Further Information:**

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

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

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

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

2. Limits of this authorization.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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.

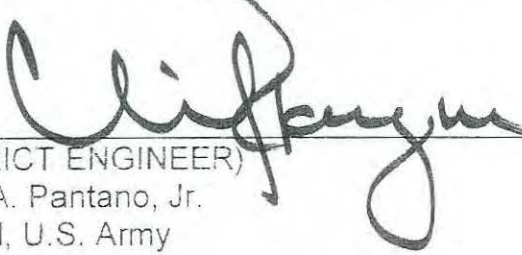
PERMIT NUMBER: SAJ-2008-00895 (IP-SWA)  
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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

James D. Curry 8/18/2010  
(PERMITTEE) (DATE)

JAMES D. CURRY - Okaloosa County Administrator  
(PERMITTEE NAME-PRINTED)

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

 8/20/2010  
(DISTRICT ENGINEER) (DATE)  
Alfred A. Pantano, Jr.  
Colonel, U.S. Army  
District Commander



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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-2008-00895***

1. PERMIT DRAWINGS: 9 pages, dated June 23, 2010.
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. 23 pages.
5. Additional Documents: as required

## CUMULATIVE EFFECTS

This project occurs on non-federal lands. Cumulative effects include the effects of future State, tribal, local, or private actions that are reasonably certain to occur in the action area considered in this biological opinion.

Even with the project area at almost maximum build-out, it is reasonable to expect that human occupancy and recreational use along the Gulf Coast of Florida will increase in the future. Construction and expansion of existing and new highways to connect Walton and Okaloosa counties with a direct road to the new airport facilities in Panama City, Bay County, Florida are actions that target increasing the use of beaches in the project area. Redevelopment along with new developments following the hurricane seasons of 2004 and 2005, occurred as allowed by local zoning standards. It is unknown how much influence providing sand to place on a beach contributes to the development and recreational use of the shoreline. Any projects that are within endangered or threatened species habitat will require section 7 or 10 permitting from the Service to be covered under the Endangered Species Act.

## CONCLUSION

### Sea Turtles

After reviewing the current status of the loggerhead, green, leatherback, and Kemp's ridley sea turtles, the environmental baseline for the Action Area, the effects of the proposed beach restoration project, and the cumulative effects, it is the Service's biological opinion that the project, as proposed, is not likely to jeopardize the continued existence of the loggerhead, green, leatherback, or Kemp's ridley sea turtles. No critical habitat has been designated for any of the sea turtle species in the continental United States; therefore, none will be affected.

Incidental take of loggerhead nesting and hatchling sea turtles and sea turtle nests is anticipated to occur during project construction and during the life of the project. Take will occur on sea turtle nesting habitat consisting of the length of the beach where the material will be placed but is not expected to exceed 4.6 miles of shoreline. The Loggerhead Sea Turtle Recovery Plan identifies five recovery units for the loggerhead sea turtle (NMFS and Service 2008). Conservation of the five recovery units is essential to the recovery of the Northwest Atlantic loggerhead sea turtle population. Each individual recovery unit is necessary to conserve genetic and demographic robustness, or other features necessary for long-term sustainability of the entire population. Thus, maintenance of viable nesting in each unit contributes to the overall population survival and recovery. The Action Area is included in the NGRU. The NGRU averages about 1,000 nests per year. Northwest Florida accounts for 92% of the recovery unit in nest numbers (920 nests) and consists of approximately 234 miles of nesting shoreline. Of the available nesting habitat within the NGRU, project impacts will occur on 4.6 miles with an average nesting density of 0.9 nest per mile. Thus, in any sea turtle nesting season four loggerhead sea turtle nests could be affected. This would account for 0.4% of the nests in the NGRU. The increased sand placement of 4.6 miles of shoreline is expected to occur once in an 8 year period.



Incidental take of green, leatherback, and Kemp's ridley nesting and hatchling sea turtles and sea turtle nests is anticipated to occur during project construction and during the life of the project. Take will occur on nesting habitat consisting of the length of the beach where the material will be placed but is not expected to exceed 4.6 miles. Of the available nesting habitat project impacts will occur on 4.6 miles with an average nesting density of less than 1 nest per mile for each species of green, leatherback, or Kemp's ridley sea turtles. Thus, in any sea turtle nesting season one nest of each species could be affected. The increased sand placement of 4.6 miles of shoreline is expected to occur once in an 8 year period.

### **Piping Plovers**

After reviewing the current status of the wintering population of the northern Great Plains, the Great Lakes and the Atlantic Coast piping plover, the environmental baseline for the beach fill, associated construction activities, and the cumulative effects, it is the Service's Biological Opinion that implementation of the project, as proposed, is not likely to jeopardize the continued existence of non-breeding piping plover. As noted previously, the overall status of the listed entity is stable, if not increasing. No critical habitat is designated in the Action Area; therefore, none is affected.

Ferland and Haig (2002) calculated from the 2001 International Plover Census results that 57% of piping plover sites contained 1-10 birds, 36% contain 11-50 birds, and less than eight percent contain more than 50 piping plovers. Currently, the project area appears to be of minimal importance with regard to piping plovers since nearby sightings are less than 10 birds. Given the developed nature of the area, it is unlikely, that even without the project, that the Action Area would support greater numbers of piping plovers.

Florida's shoreline equates to approximately 825 miles, of which, only 35% (289 miles) remain where the natural coastal processes are allowed to function. Permanent impacts to 1.7 miles of potentially optimal (Destin Beach Harbor and lagoon) habitat and the permanent loss of 2.9 miles of bayside (SRI only) habitat represents less than 0.21% and 0.35%, respectively, of available, but not currently optimal shoreline in Florida. The loss is even less significant considering the entire non-breeding range of the species. The impacted area represents approximately 0.07% of the 2,340 miles of sandy beach shoreline miles available (although not necessarily suitable) throughout the piping plovers wintering range within the conterminous U.S. We estimate that 29% (668 miles pre-project) have permits for nourishment. We did not calculate the temporary loss of less optimal Gulf beach inter-tidal habitat.

The nearest sighting of a piping plover from the Great Lakes population is about 5 miles from the project area. Since the majority of sightings of piping plovers from the Great Lakes population have been in the protected areas of Georgia and the South Carolina coastline, and the relatively small area impacted by the project, we conclude that implementation of the proposed project would not appreciably affect the survival and recovery of the piping plover from the Great Lakes population.



## INCIDENTAL TAKE STATEMENT

Section 9 of the Act and Federal regulation pursuant to section 4(d) of the Act prohibit the take of endangered or threatened species, respectively, without special exemption. Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. Harm is further defined by the Service to include significant habitat modification or degradation that results in death or injury to listed species by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. Harass is defined by the Service as intentional or negligent actions that create the likelihood of injury to listed species to such an extent as to significantly disrupt normal behavior patterns which include, but are not limited to, breeding, feeding, or sheltering. Incidental take is defined as take that is incidental to, and not the purpose of, carrying out an otherwise lawful activity. Under the terms of section 7(b)(4) and section 7(o)(2), taking that is incidental to and not intended as part of the agency action is not considered to be prohibited under the Act provided that such taking is in compliance with the terms and conditions of this incidental take statement.

The measures described below are non-discretionary, and must be implemented by the Corps and/or their contractors completing the project for the exemption in section 7(o)(2) to apply. The Corps has a continuing duty to regulate the activity covered by this incidental take statement. If the Corps and/or their contractors completing the project (1) fail to assume and implement the terms and conditions or (2) fail to require their contractors to adhere to the terms and conditions of the incidental take statement through enforceable terms that are added to the permit or grant document, the protective coverage of section 7(o)(2) may lapse. In order to monitor the impact of incidental take, the Corps must report the progress of the action and its impacts on the species to the Service as specified in the incidental take statement [50 CFR §402.14(i)(3)].

### AMOUNT OR EXTENT OF TAKE

#### Sea Turtles

The Service anticipates nesting habitat along 4.6 miles (1.7 miles Destin Project; 2.9 miles Santa Rosa Island Project) of the GOM beachfront could be taken as a result of beach restoration (Table 16); however, incidental take of sea turtles will be difficult to detect for the following reasons:

- (1) turtles nest primarily at night and all nests are not located because
  - [a] natural factors, such as rainfall, wind, and tides may obscure crawls; and
  - [b] human-caused factors, such as pedestrian and vehicular traffic, may obscure crawls, and result in nests being destroyed because they were missed during a nesting survey and egg relocation program;
- (2) the total number of hatchlings per undiscovered nest is unknown;
- (3) the reduction in percent hatching and emerging success per relocated nest over the natural nest site is unknown;
- (4) an unknown number of females may avoid the project beach and be forced to nest in a less than optimal area;



- (5) lights may misdirect an unknown number of hatchlings and cause death; and
- (6) escarpments may form and cause an unknown number of females from accessing a suitable nesting site.

However, the level of take of these species can be anticipated by the disturbance and nourishment of suitable turtle nesting beach habitat because: (1) turtles nest within the project area; (2) project work will likely occur during a portion of the nesting season; (3) the project will modify the incubation substrate, beach slope, and sand compaction; and (4) artificial lighting from project construction will deter and/or misdirect nesting females and hatchlings.

Take is expected to be in the form of: (1) destruction of all nests that may be constructed and eggs that may be deposited from May 1 through October 31 and missed by a nest survey and egg relocation program within the boundaries of the proposed project; (2) destruction of all nests deposited from November 1 through April 30 when a nest survey and egg relocation program is not required to be in place within the boundaries of the proposed project; (3) reduced hatching success due to egg mortality during relocation and adverse conditions at the relocation site; (4) harassment in the form of disturbing or interfering with female turtles attempting to nest within the construction area or on adjacent beaches as a result of construction activities; (5) misdirection of hatchling turtles on beaches adjacent to the construction area as they emerge from the nest and crawl to the water as a result of project lighting; (6) behavior modification of nesting females due to escarpment formation within the project area during a nesting season, resulting in false crawls or situations where they choose marginal or unsuitable nesting areas to deposit eggs; and (7) destruction of nests from escarpment leveling within a nesting season when such leveling has been approved by the Service.

**Table 16. The amount of sea turtle nesting habitat that will be affected by the project and the monitoring of incidental take for the proposed project.**

SPECIES	CRITICAL HABITAT	HABITAT	Monitoring
<b>Loggerhead, Green, Leatherback, and Kemp's ridley sea turtles</b>	None	4.6 miles	Index and State Nesting Beach Survey protocol

**Piping Plovers**

The Service anticipates that directly and indirectly an unspecified amount of piping plovers, 4.6 miles of GOM shoreline, 2.9 miles of bayside shoreline, and 1.7 miles of shoreline along Destin Beach Harbor and lagoon, all at some point, potentially usable by piping plovers, could be taken in the form of harm and harassment as a result of this proposed action; however, incidental take of piping plovers will be difficult to detect for the following reasons:

- (1) harassment to the level of harm may only be apparent on the breeding grounds the following year; and

(2) dead plovers may be carried away by waves or predators.

The level of take of this species can be anticipated by the proposed activities because (Table 17):

- (1) piping plovers probably migrate and winter in the Action Area;
- (2) the placement of the constructed beach is expected to affect the coastal mainland morphology and prevent early successional stages, thereby precluding the maintenance and creation of additional recovery habitat;
- (3) increased levels of pedestrian disturbance is expected; and
- (4) a temporary reduction of food base will occur.

The Service has reviewed the biological information and other information relevant to this action. The take is expected in the form of harm and harassment because of: (1) decreased fitness and survivorship of wintering plovers due to loss and degradation of foraging and roosting habitat; (2) decreased fitness and survivorship of plovers attempting to migrate to breeding grounds due to loss and degradation of foraging and roosting habitat.

**Table 17. Represents the amount of piping plover roosting and foraging habitat that will be affected by the project and the monitoring of incidental take for the proposed project.**

SPECIES	CRITICAL HABITAT AFFECTED	HABITAT AFFECTED	MONITORING
Piping plover	None	2.9 miles of bayside shoreline, and 1.7 miles of lagoon and harbor shoreline habitat affected by restricted physical alterations; in addition to 4.6 miles of GOM and 1.7 miles if lagoon and harbor shoreline affected by increased human disturbance and temporary loss of foraging habitat.	Surveys/ educational and restrictive measures applied

### EFFECT OF THE TAKE

#### Sea Turtles

In the accompanying biological opinion, the Service determined that this level of anticipated take is not likely to result in jeopardy to the loggerhead, green, leatherback, or Kemp's ridley sea turtle species. Critical habitat has not been designated in the project area; therefore, the project will not result in destruction or adverse modification of critical habitat for any of the sea turtle species.



Incidental take of nesting and hatchling sea turtles is anticipated to occur during project construction and during the life of the project. Take will occur on nesting habitat on the 4.6 miles of beach restoration.

### **Piping Plovers**

In the accompanying biological opinion, the Service determined that this level of anticipated take is not likely to result in jeopardy to the piping plover species or destruction or adverse modification of its critical habitat. Incidental take of piping plovers is anticipated to occur along 4.6 miles of GOM shoreline, 2.9 miles of SRI bayside shoreline, and 1.7 miles of shoreline along Destin Harbor during and following the life of the project.

### **REASONABLE AND PRUDENT MEASURES**

The Service believes the following reasonable and prudent measures (RPMs) are necessary and appropriate to minimize take of nesting and hatchling loggerhead, green, leatherback, and Kemp's ridley sea turtles and non-breeding piping plover in the proposed Okaloosa county beach nourishment project within the Action Area.

1. The RPMs associated with a final statewide Regional BO for sand placement activities will supersede any reasonable and prudent measures applied to this individual consultation.
2. Conservation Measures included in the permit application/project plans shall be implemented (unless revised below in the Terms and Conditions) in the proposed project.
3. Beach quality sand suitable for sea turtle nesting, successful incubation, and hatchling emergence shall be used for sand placement.
4. Material placement may occur during the sea turtle nesting season.
5. All derelict concrete, metal, coastal armoring material or other debris shall be removed from the beach prior to any material placement.
6. The Corps shall continue to work with FDEP, FWC, and the Service to create a sea turtle friendly beach profile for placement of material during construction.
7. During the sea turtle nesting season, surveys for nesting sea turtles shall be conducted. If nests are constructed in the area of material placement the eggs shall be relocated to minimize sea turtle nest burial, crushing of eggs, or nest excavation.
8. Daily sea turtle nesting surveys shall be conducted for ~~two~~ nesting seasons following construction.
9. Construction equipment and materials for sand placement shall be stored in a manner that will minimize impacts to nesting and hatchling sea turtles to the maximum extent practicable.

10. Lighting associated with sand placement shall be reduced to the minimum standard required by OSHA for General Construction areas to minimize to the possibility of disrupting and disorienting nesting and/or hatchling sea turtles.
11. During the sea turtle nesting season, the contractor shall not extend the beach fill more than 500 feet along the shoreline between dusk and the following day until the daily nesting survey has been completed and the beach cleared for fill advancement.
12. Beach compaction shall be monitored and tilling (non-vegetated areas) shall be conducted if needed immediately after completion of the sand placement work and prior to the next three nesting seasons to reduce the likelihood of impacting sea turtle nesting and hatching activities.
13. Escarpment formation shall be monitored and leveling shall be conducted if needed immediately after completion of the sand placement project and prior to the next three nesting seasons to reduce the likelihood of impacting nesting and hatchling sea turtles.
14. If vegetation planting is included in the project, all planting shall be designed and conducted to minimize impacts to sea turtles.
15. Existing vegetated habitat at each of the beach access points shall be protected to the maximum extent practicable and shall be delineated by post and rope or other suitable material to ensure vehicles and equipment transport stay within the access corridor. Any vegetated areas impacted shall be restored to pre-construction conditions. New beach access locations created for the project work shall be approved by the Service.
16. Expanded or newly created beach access points shall be restored to dune habitat within 3 months following project completion. The habitat restoration shall consist of restoring the dune topography and planting with appropriate native dune vegetation (i.e., native to coastal dunes in the respective county and grown from plant stock from that region of Florida).
17. A report describing the actions taken to implement the terms and conditions of this incidental take statement shall be submitted to the Service by March 1 of the year following completion of the proposed work for each year when the activity has occurred.
18. The Service and the FWC shall be notified if a sea turtle adult, hatchling, or egg is harmed or destroyed as a direct or indirect result of the project.
19. After project completion, the Corps' Applicant shall protect wrack and inlet shorelines for roosting and foraging piping plovers.
20. The Corps' Applicant shall take actions toward decreasing human and pet disturbance to piping plovers.
21. A meeting between representatives of the contractor, the Service, the FWC, and the permitted sea turtle and shorebird surveyor(s) shall be held prior to the commencement of work on this



project.

## **TERMS AND CONDITIONS**

In order to be exempt from the prohibitions of section 9 of the Act, the Corps shall include the following terms and conditions, which implement the reasonable and prudent measures, (RPM) described above and outline required reporting/monitoring requirements. These terms and conditions (T&Cs) are non-discretionary.

### **Future Consultation**

1. The T&Cs associated with a final statewide Regional BO for sand placement activities will supersede any T&Cs applied to this individual consultation.

### **Proposed work**

1. Beach compatible fill shall be placed on the beach or in any associated dune system. Beach compatible fill is material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system. Such material shall be predominately of carbonate, quartz or similar material with a particle size distribution ranging between 0.062mm and 4.76mm (classified as sand by either the Unified Soils or the Wentworth classification), shall be similar in color and grain size distribution (sand grain frequency, mean and median grain size and sorting coefficient) to the material in the historic beach sediment at the disposal site, and shall not contain:
  - 1a. Greater than five percent, by weight, silt, clay or colloids passing the #230 sieve;
  - 1b. Greater than five percent, by weight, fine gravel retained on the #4 sieve (- 2.25φ);
  - 1c. Coarse gravel, cobbles or material retained on the 3/4 inch sieve in a percentage or size greater than found on the native beach;
  - 1d. Construction debris, toxic material or other foreign matter; and
  - 1e. Material that will result in cementation of the beach.

If rocks or other non-specified materials appear on the surface of the filled beach in excess of 50% of background in any 10,000 square foot area, then surface rock should be removed from those areas. These areas shall also be tested for subsurface rock percentage and remediated as required. If the natural beach exceeds any of the limiting parameters listed above, then the fill material shall not exceed the naturally occurring level for that parameter on nearby native beaches.

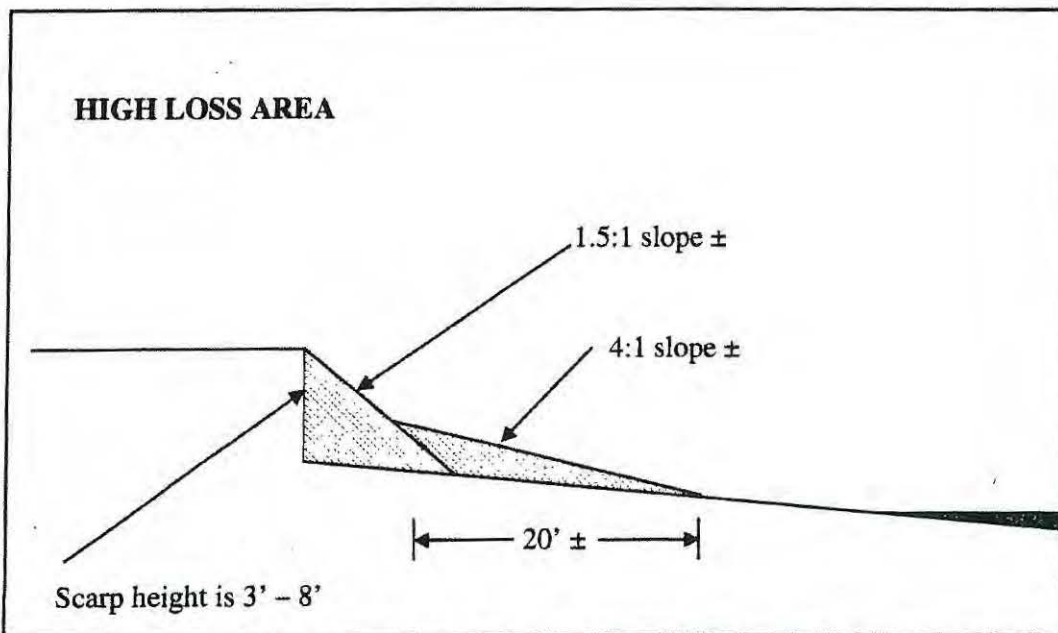
Pursuant to subsection 62B-41.005(15), Florida Administrative Code (F.A.C.), sandy sediment derived from the maintenance of coastal navigation channels shall be deemed suitable for beach placement with up to 10% fine material passing the #230 sieve, provided



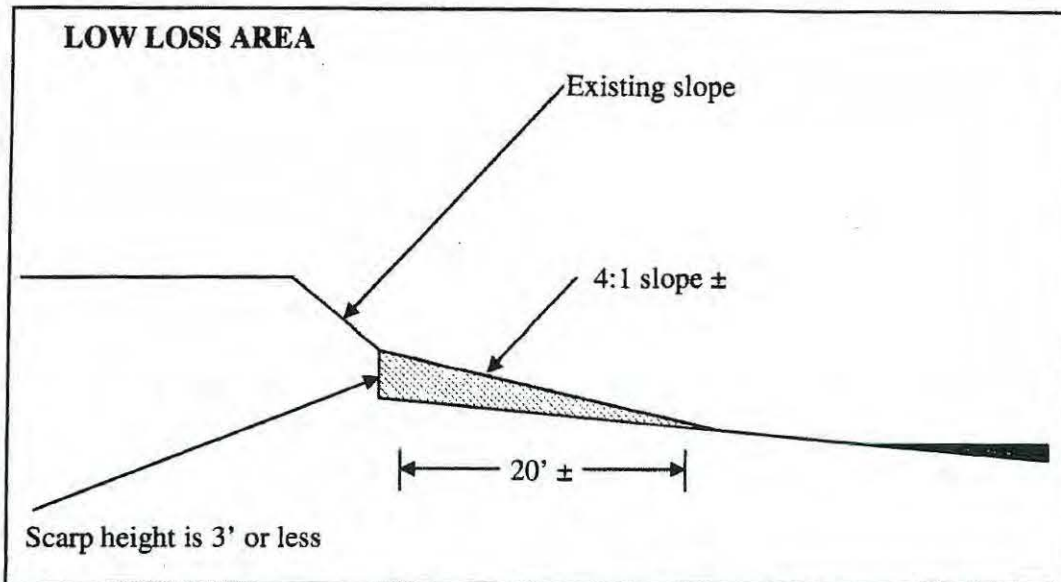
that it meets the criteria contained in 1b to 1e above and water quality standards. If this material contains between 10% and 20% fine material passing the #230 sieve by weight, and it meets all other sediment and water quality standards, it shall be considered suitable for placement in the nearshore portion of the beach.

These standards shall not be exceeded in any 10,000 square foot section extending through the depth of the nourished beach. If the native beach exceeds any of the limiting parameters listed above, then the fill material shall not exceed the naturally occurring level for that parameter on nearby native beaches.

2. All derelict concrete, metal, and coastal armoring material and other debris shall be removed from the beach prior to any dredged material placement to the maximum extent practicable. If debris removal activities will take place from May 1 through September 1, the work shall be conducted during daylight hours only and shall not commence until completion of the sea turtle survey each day.
3. Dune restoration or creation included in the profile design (or project) shall have a slope of 1.5:1 followed by a gradual slope of 4:1 for approximately 20 feet seaward on high erosion beach (**Figure 20**) or only a 4:1 slope (**Figure 21**) on a low erosion beach. If another slope is used, the permittee shall either provide information that the new slope is similar to the preexisting project slope or provide nesting success data (ratio of false crawls to nests) for the sea turtle nesting season following the project completion. This will assist in determining if that slope was feasible for sea turtle nesting success in that area. If it is determined that nesting success was low due to the slope, the permittee will meet with the Service to discuss a new slope for the next nourishment event.



**Figure 20. Recommended slope on a high erosion beach for material placement that include the creation of a dune.**



**Figure 21. Recommended slope on a low erosion beach for material placement that include the creation of a dune.**

4. A meeting between representatives of the contractor, Service, FWC, and the permitted sea turtle surveyor shall be held prior to the commencement of work on this project each time the work is to be conducted. At least 10-business days advance notice shall be provided prior to conducting this meeting. A conference call may be substituted for a meeting if agreed to by all parties. The meeting will provide an opportunity for explanation and/or clarification of the sea turtle protection measures as well as additional guidelines when construction occurs during the sea turtle nesting season, such as storing equipment, minimizing driving, as well as follow up meetings during construction.

#### **Protection of Sea Turtles**

1. For nourishment that occurs during the period from May 1 through October 31, daily early morning surveys shall be conducted and nightly surveys shall be conducted if applicable.

The surveys shall be conducted and eggs shall be relocated per the following requirements.

- 1a. Sea turtle nesting surveys shall be initiated 70 days prior to sand placement or by May 1 whichever is later. Nesting surveys shall continue through the end of the project or through September 1 whichever is earlier. Hatching and emerging success monitoring will involve checking nests beyond the completion date of the daily early morning nesting surveys.
- 1b. Only those nests that may be affected by material placement will be relocated. Nests requiring relocation shall be moved no later than 9 a.m. the morning following deposition to a nearby self-release beach site in a secure setting where artificial lighting will not interfere with hatchling orientation. The Service shall approve of the nest



relocation site. Relocated nests shall not be placed in organized groupings; relocated nests shall be randomly staggered along the length and width of the beach in settings that are not expected to experience daily inundation by high tides or known to routinely experience severe erosion and egg loss, or subject to artificial lighting. Nest relocations in association with construction activities shall cease when construction activities no longer threaten nests.

- 1c. Nests deposited within areas where construction activities have ceased or will not occur for 70 days or nests laid in the sand placement area prior to tilling shall be marked and left in situ unless other factors threaten the success of the nest. The turtle permit holder shall install an on-beach marker at the nest site and/or a secondary marker at a point as far landward as possible to assure that future location of the nest will be possible should the on-beach marker be lost. No activity will occur within this area nor will any activities occur which could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and the nest has not been disturbed by the project activity.
  - 1d. Nesting surveys and egg relocations will only be conducted by persons with prior experience and training in these activities and who are duly authorized to conduct such activities through a valid permit issued by FWC, pursuant to F.A.C 68E-1. Please contact FWC's Marine Turtle Management Program in Tequesta at (561) 575-5408 for information on the permit holder in the project area. Nesting surveys shall be conducted daily between sunrise and 9 a.m. (this is for all time zones).
  - 1e. The contractor shall not extend the dredged material placement more than 500 feet along the shoreline between dusk and the following day until a daily nesting survey has been completed and the beach cleared for fill advancement. This measure will ensure that construction activity does not occur in any location prior to completion of the necessary sea turtle protection measures. An exception to this may occur if there is permitted sea turtle surveyor present on-site to conduct sea turtle nest monitoring. If the 500 feet is not feasible for the project, an agreed upon distance will be decided on during the preconstruction meeting. Once the beach has been cleared and the necessary nest relocations have been completed, the contractor will be allowed to proceed with the placement of fill during daylight hours until dusk at which time the 500-foot length limitation shall apply.
2. Daily early morning nesting surveys shall be conducted for two nesting seasons following construction (May 1 through September 1). Post-construction year one surveys shall record the number of nests, nesting success, reproductive success, and lost nests due to erosion and/or inundation. The second year post-construction shall only need to record nest numbers and nesting success.
  3. Sand compaction shall be monitored in the area of sand placement immediately after completion of the project and prior to April 15 for 3 subsequent years. Sand compaction shall be monitored in accordance with a protocol agreed to by the Service, FWC, and the applicant or local sponsor. At a minimum, the protocol provided under 4a and 4b below shall



- be followed. If tilling is required, the area shall be tilled to a depth of 36 inches. All tilling activity shall be completed prior to those dates listed above.
4. Each pass of the tilling equipment shall be overlapped to allow more thorough and even tilling. If the project is completed during the nesting season, tilling will not be performed in areas where nests have been left in place or relocated. (NOTE: The requirement for compaction monitoring can be eliminated if the decision is made to till regardless of post-construction compaction levels.) A report on the results of the compaction monitoring shall be submitted to the Service's Panama City Florida Field Office prior to any tilling actions being taken. Accomplishing the requirements for tilling during the out years of the project are subject to the availability of funds by Congress. The Corps will exercise its best efforts to secure funding for these activities. In the event that tilling is required and necessary funding is not obtained to accomplish the tilling by the date established above, the Corps shall coordinate with the Service.
    - 4a. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area), and one station shall be midway between the dune line and the high water line (normal wrack line).
    - 4b. At each station, the cone penetrometer shall be pushed to a depth of 6, 12, and 18 inches three times (three replicates). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lie over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final values for each depth at each station. Reports will include all 18 values for each transect line, and the final 6 averaged compaction values.
    - 4c. If the average value for any depth exceeds 500 pounds per square inch (psi) for any two or more adjacent stations, then that area shall be tilled immediately prior to the following dates listed above.
    - 4d. If values exceeding 500 psi are distributed throughout the project area but in no case do those values exist at two adjacent stations at the same depth, then consultation with the Service will be required to determine if tilling is required. If a few values exceeding 500 psi are present randomly within the project area, tilling will not be required.
    - 4e. Tilling shall occur landward of the wrack line and avoid all vegetated areas 3 square feet or greater with a 3 square foot buffer around the vegetated areas.
  5. Visual surveys for escarpments along the project area shall be made immediately after completion of the material placement project and from March to April 15 for 3 subsequent years. Escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of at least 100 feet shall be leveled and the beach profile shall be reconfigured



to minimize scarp formation by April 15. Any escarpment removal shall be reported by location. If the project is completed during the sea turtle nesting and hatching season, escarpments may be required to be leveled immediately, while protecting nests that have been relocated or left in place. The Service shall be contacted immediately if subsequent reformation of escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet occurs during the nesting and hatching season to determine the appropriate action to be taken. If it is determined that escarpment leveling is required during the nesting or hatching season, the Service or FWC will provide a brief written authorization that describes methods to be used to reduce the likelihood of impacting existing nests. An annual summary of escarpment surveys and actions taken shall be submitted to the Service's Panama City Florida Field Office. Accomplishing the monitoring and escarpment removal if needed during the out years of the project are subject to the availability of funds by Congress. The Corps will exercise its best efforts to secure funding for these activities. In the event that escarpment removal is required and necessary funding is not obtained to accomplish the removal by the date established above, the Corps shall coordinate with the Service.

6. Staging areas for construction equipment for the nourishment work shall be located off the beach, if off-beach staging areas are available, during the sea turtle nesting season (May 1 through October 31).

Nighttime storage of construction equipment not in use shall be off the beach to minimize disturbance to sea turtle nesting and hatching activities. In addition, all construction pipes that are placed on the beach shall be located as far landward as possible without compromising the integrity of the existing or reconstructed dune system. Pipes placed parallel to the dune shall be 5 to 10 feet away from the toe of the dune. Temporary storage of pipes shall be off the beach to the maximum extent possible. If the pipes shall be on the beach, they shall be placed in a manner that will minimize the impact to nesting habitat and shall not compromise the integrity of the dune systems.

7. Direct lighting of the beach and nearshore waters shall be limited to the immediate construction area of sand placement during the sea turtle nesting season (May 1 through October 31) and shall comply with safety requirements.

Lighting on offshore or onshore equipment shall be minimized through reduction, shielding, lowering, and appropriate placement to avoid excessive illumination of the water's surface and nesting beach while meeting all Coast Guard, EM 385-1-1, and OSHA requirements. Light intensity of lighting plants shall be reduced to the minimum standard required by OSHA for General Construction areas, in order not to misdirect sea turtles. Shields shall be affixed to the light housing and be large enough to block light from all lamps from being transmitted outside the construction area (**Figure 22**).



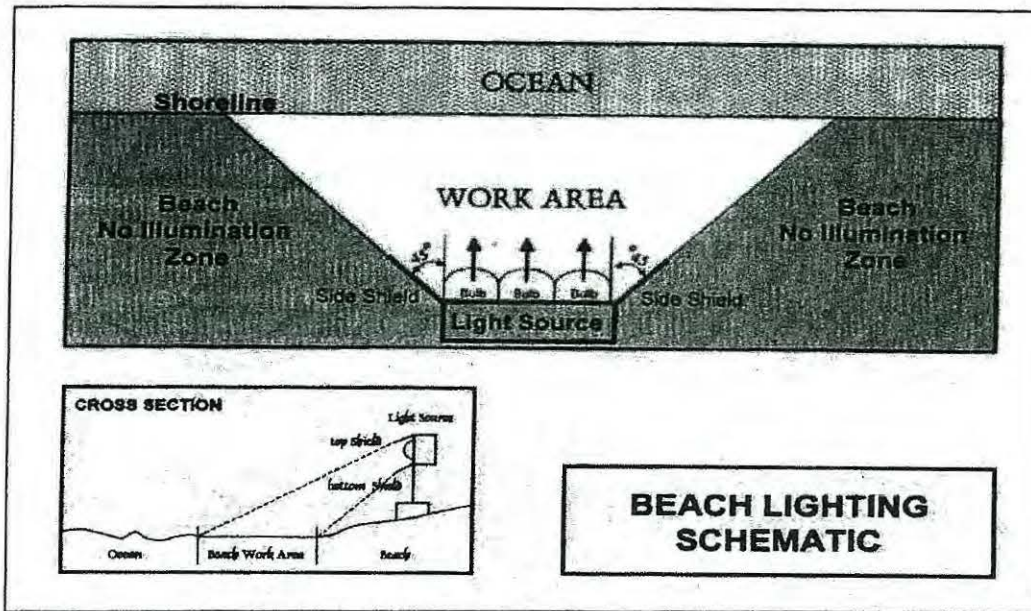


Figure 22. Beach lighting schematic.

8. A survey shall be conducted of all lighting visible from the beach placement area, using standard techniques for such a survey, between May 1 and May 15, and between July 15 and August 1, in the year following construction. For each light source visible, the local sponsor shall take actions to notify the property owner(s) and/or the county/municipality (in which the property(s) may be located) of the light and to specify the action(s) recommended for correcting the light within a reasonable resolution timeframe in accordance with the counties or municipalities lighting ordinance. For counties or municipalities with no lighting ordinance, recommendations shall be in accordance with the Florida Model Lighting Ordinance for Marine Turtle Protection FAC 62B55. A summary report of the surveys and of actions taken toward reduction or elimination of visible lights shall be submitted to the Service by December 1 of each year in which surveys are conducted. After the final report is completed, a meeting shall be set up with the applicant or local sponsor, county or municipality, FWC and the Service to discuss the survey report, as well as any documented sea turtle disorientations in or adjacent to the project area. (NOTE: Lighting surveys are not required if placed material no longer remains on the dry beach.)

### Protection of Piping Plovers

1. To preserve piping plover feeding and roosting habitat, the permittee (Okaloosa County officials) shall limit mechanical cleaning of the dry sand portion of the beach to areas landward of the primary wrack (organic material) line as reasonably determined by the permittee for the life of the project\*. Mechanical removal of wrack in this area of the beach shall be prohibited year-around from East Pass inlet and east, for one mile (1) and along 50% of the shoreline within the project area (the 1 mile east of the inlet counts towards the 50%). This has been identified as important foraging and roosting habitat by piping plovers as well as an abundance of other shorebirds for wintering and migrating. Trash and



litter within the wrack line area may be manually removed. Mechanical removal of wrack is authorized when the permittee reasonably determines that health of humans may be affected. The permittee will notify the Service via phone or electronic mail when wrack removal is necessary.

2. Annually, for the life of the project\*, the permittee shall notify and enforce any permitted beach drivers (includes but not limited to turtle and shorebird surveyors, researchers, recreational vehicles, trash cleaners, beach tillers, beach vendors, law enforcement) to drive their vehicles just above or just below the primary wrack line while on the beach.
3. The permittee will negotiate in good faith with the State of Florida to acquire property rights or approval for use in an area of state owned land adjacent and east of East Pass inlet, that will allow for the creation of a "Disturbance-Free Zone" of at least a one acre area which shall be posted and roped off where potential bird roosting and feeding could occur (if includes the tidal area, consider allowing enough space for walkers to pass through) . This area shall remain roped off year around for the life of the project\*.
4. The permittee shall post, for the life of the project\*, the provisions of the County ordinance prohibiting dogs in the beach area at each beach access point within the project area. Warnings and citations should be issued when appropriate to minimize harassment of piping plovers and other shorebirds (protected under the Migratory Bird Treaty Act).
5. The permittee shall conduct pre- and post- project monitoring surveys. Details are written in in the reporting section below.

\*Given the randomness of storm events and the unknowns associated with defining the "life of the project", we specify that the actions required in the Term and Conditions portion of the biological opinion are implemented for at least two years regardless of the state of the project and no more than 10 years (Figures 2 and 3). The "life of the project" is defined by the point where only 50% of the original placement volume remains.

### **Dune Planting**

1. The planting of dune vegetation may occur during the sea turtle nesting season under the following conditions.
  - 1a. Daily early morning sea turtle nesting surveys shall be conducted during the period from May 1 through October 31 for all counties in Florida where sea turtle nesting occurs. Nesting surveys shall only be conducted by personnel with prior experience and training in nesting surveys. Surveyors shall have a valid FWC permit. Nesting surveys shall be conducted daily between sunrise and 9 a.m. (all times). No dune planting activity shall occur until after the daily turtle survey and nest conservation and protection efforts have been completed. Hatching and emerging success monitoring will involve checking nests beyond the completion date of the daily early morning nesting surveys.

- 1b. Any nests deposited in the dune planting area not requiring relocation for conservation purposes shall be left in situ. The turtle permit holder shall install an on-beach marker at the nest site and/or a secondary marker at a point as far landward as possible to assure that future location of the nest will be possible should the on-beach marker be lost. A series of stakes and highly visible survey ribbon or string shall be installed to establish a 3-foot radius around the nest. No planting or other activity shall occur within this area nor will any activities occur which could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and the nest has not been disturbed by the planting activity.
- 1c. If a nest is disturbed or uncovered during planting activity, the contractor, permittee or the permittee's contractors shall cease all work and immediately contact the responsible turtle permit holder. If a nest(s) cannot be safely avoided during planting, all activity within the affected project site shall be delayed until hatching and emerging success monitoring of the nest is completed.
- 1d. All dune planting activities shall be conducted by hand and only during daylight hours.
- 1e. All dune vegetation shall consist of coastal dune species native to the local area; (i.e., native to coastal dunes in the respective county and grown from plant stock from that region of Florida). Seedlings shall be at least 1 inch by 1 inch with a 2.5-inch pot. Planting shall be on 18-inch centers throughout the created dune; however, 24-inch centers may be acceptable depending on the acreage of the area to be planted and the size of the plants. Vegetation shall be planted with an appropriate amount of fertilizer and anti-desiccant material for the plant size.
- 1f. No use of heavy equipment (trucks) shall occur on the dunes or seaward for planting purposes. A lightweight (ATV type) vehicle, with tire pressures of 10 psi or less may be operated on the beach.
- 1g. All irrigation equipment shall be authorized under a FDEP permit.

### **Monitoring and Reporting**

1. A report describing the work conducted during the year and actions taken to implement the reasonable and prudent measures and terms and conditions of this incidental take statement shall be submitted to the Service's Panama City Florida Field Office by March 1 of the following year of completing the proposed work for each year when the activity has occurred. This report will include the following information for sea turtles and piping plover (Tables 18):



**Table 18. Information to include in the report following the project completion.**

All projects	Project location (include DEP R-Monuments)
	Project description
	Dates of actual construction activities
	Names and qualifications of personnel involved in sea turtle nesting surveys and relocation activities (separate the nests surveys for nourished and non-nourished areas)
	Descriptions and locations of self-release beach sites
	Nest survey and relocation results and the information outlined in <b>Table 7</b>
	Names of personnel involved in piping plover surveys, survey results with GPS coordinates or GIS shape files.[See below for detailed reporting for piping plovers]

**A. Sea Turtle Monitoring Requirements Following Construction of Sand Placement:**

CHARACTERISTIC	PARAMETER	MEASUREMENT	VARIABLE
Nesting Success During and 1 <sup>st</sup> and 2 <sup>nd</sup> -years post-construction	False crawls - number	Visual assessment of all false crawls	Number and location of false crawls in nourished areas and non nourished areas: any interaction of the turtle with obstructions, such as groins, seawalls, or scarps, should be noted.
	False crawl - type	Categorization of the stage at which nesting was abandoned	Number in each of the following categories: emergence-no digging, preliminary body pit, abandoned egg chamber.
	Nests	Number	The number of sea turtle nests in nourished and non nourished areas should be noted. If possible, the location of all sea turtle nests shall be marked on map of project, and approximate distance to sea walls or scarps measured using a meter tape. Any abnormal cavity morphologies should be reported as well as whether turtle touched groins, seawalls, or scarps during nest excavation
		Lost Nests	The number of nests lost to inundation, erosion or the number with lost markers that could not be found.
Reproduction Success During and 1 <sup>st</sup> - year post-construction		Emergence success	The number of hatchling to successfully emerge from the nest
	Lighting Impacts	Disoriented sea turtles	The number of disoriented hatchlings and adults shall be documented and reported in accordance with existing FWC protocol for disorientation events.

In the event a sea turtle nest is excavated during construction activities, the permitted person responsible for egg relocation for the project shall be notified so the eggs can be moved to a suitable relocation site.

**B. Piping Plover Monitoring Pre-and Post Construction of Sand Placement:**

1. Prior to construction, and post-construction, the Corps' Applicant must conduct bi-monthly (2 times/month) surveys for piping plovers in the **Action Areas** (includes bayside shorelines, GOM shoreline, Norreigo Point, and Destin Harbor and lagoon area) covering the non-breeding season for plovers, July 15-May 15 of each year, to monitor and quantify the level of take associated with the project and to evaluate the potential impacts of future projects of similar nature. At least one of the bi-monthly surveys should be conducted on a weekend during the months of October, November, March and April.

Piping plover identification, especially when in non-breeding plumage, can be difficult. Qualified professionals with shorebird/habitat survey experience must conduct required field work.

Collect and report the following:

- a. negative and positive survey data;
- b. the amount and type of recreational use (people, dogs on-off leash, vehicles, kite-boarders, etc);
- c. piping plover locations with a Global Positioning System (GPS—decimal degrees preferred);
- d. habitat feature used by piping plovers when seen (intertidal, fresh wrack, old wrack, dune, mid-beach, vegetation, other);
- e. landscape feature where piping plovers are located (Gulf beach, bay beach, inlet spit, tidal creek, shoals, lagoon shoreline, other);
- f. substrate used by piping plovers (sand, mud/sand, mud, algal mat, other);
- g. behavior of piping plovers (foraging, roosting, preening, bathing, flying, aggression, walking);
- h. color-bands seen on piping plovers; and
- i. all other shorebirds/waterbirds seen within the survey area.

Incorporate all information collected into a database. Guidelines for conducting surveys are included in **Appendix 3**. **Submit** piping plover survey results (datasheets, maps, and database) **prior to project construction** and **annually** to the Service's Panama City Florida Filed Office. Negative data (i.e., no plovers seen) shall also be reported. Plover surveys are required yearly from now until the next nourishment project.

2. Upon locating a dead or injured sea turtle adult, hatchling, egg, or piping plover that may have been harmed or destroyed as a direct or indirect result of the project, the Corps, permittee, and/or local sponsor shall be responsible for notifying FWC Wildlife Alert at 1-



888-404-FWCC (3922) and the Service's Panama City Florida Field Office (850-769-0552).

Care shall be taken in handling injured turtles, eggs, or piping plover to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials in the best possible state for later analysis.

### **CONSERVATION RECOMMENDATIONS**

Section 7(a)(1) of the Act directs Federal agencies to utilize their authorities to further the purposes of the Act by carrying out conservation programs for the benefit of endangered and threatened species. Conservation recommendations are discretionary agency activities to minimize or avoid adverse effects of a proposed action on listed species or critical habitat, to help implement recovery plans, or to develop information.

1. To further protect shorebird habitat and reduce beach erosion, Okaloosa County officials should consider protecting the wrack throughout the project area.
2. Okaloosa County shall consider retro-fitting all poles or pier and boardwalk pilings, including marina areas, with pointy caps in Destin Harbor within 300 feet of the posted "Disturbance-Free Zones" and within the one mile section of Gulf of Mexico shoreline, east and adjacent to East Pass inlet where wrack is protected to reduce avian predation.
3. The Corps should schedule whenever possible to conduct the project work outside of sea turtle nesting season (November 1 through April 30).
4. Okaloosa County officials should consider measures to limit coastal development that might exacerbate coastal erosion and require storm protection in the future.
5. The Applicant should consider purchasing land for shorebird conservation which could include locations where natural shoreline processes can occur unimpeded. These might include not only undeveloped areas, but the potential "buy-out" of developments in areas that are sparsely developed or have been significantly impacted by hurricanes that have high potential habitat value (*e.g.*, proximity to feeding areas, close to coastal dune outlets, near Destin lagoon, etc.).

In order for the Service to be kept informed of actions minimizing or avoiding adverse effects or benefiting listed species or their habitats, the Service requests notification of the implementation of any conservation recommendations.

### **The Migratory Bird Treaty Act (MBTA)**

The Migratory Bird Treaty Act (MBTA) implements various treaties and conventions between the U.S., Canada, Japan, Mexico, and the former Soviet Union for the protection of migratory bird. Under the provisions of the MBTA it is unlawful "by any means or manner to pursue, hunt, take, capture or kill any migratory bird except as permitted by regulations issued by the Fish and

Wildlife Service. The term "take" is not defined in the MBTA, but the Service has defined it by regulation to mean to pursue, hunt, shoot, wound, kill, trap, capture or collect any migratory bird, or any part, nest or egg or any migratory bird covered by the conventions or to attempt those activities.

In order to comply with the MBTA and potential for this project to impact nesting shorebirds, the Corps' Applicant should follow FWC's standard guidelines to protect against impacts to nesting shorebirds during implementation of this project during the periods from February 15-August 31.

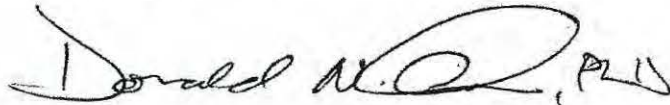
The Fish and Wildlife Service will not refer the incidental take of piping plover for prosecution under the Migratory Bird Treaty Act of 1918, as amended (16 U.S.C. 703-712), if such take is in compliance with the terms and conditions specified here.

#### REINITIATION NOTICE

This concludes formal consultation on the proposed action. As provided in 50 CFR §402.16, reinitiation of formal consultation is required where discretionary Federal agency involvement or control over the action has been retained (or is authorized by law) and if: (1) the amount or extent of incidental take is exceeded; (2) new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered in this opinion; (3) the agency action is subsequently modified in a manner that causes an effect to the listed species or critical habitat not considered in this opinion; or (4) a new species is listed or critical habitat designated that may be affected by the action. In instances where the amount or extent of incidental take is exceeded, any operations causing such take shall cease pending reinitiation.

The above findings and recommendations constitute the report of the Department of the Interior. If you have any questions about this opinion, please contact Richard Zane of this office at extension 241.

Sincerely,

A handwritten signature in black ink, appearing to read "Gail A. Carmody". The signature is fluid and cursive, with a large initial "G" and "C".

Gail A. Carmody  
Project Leader



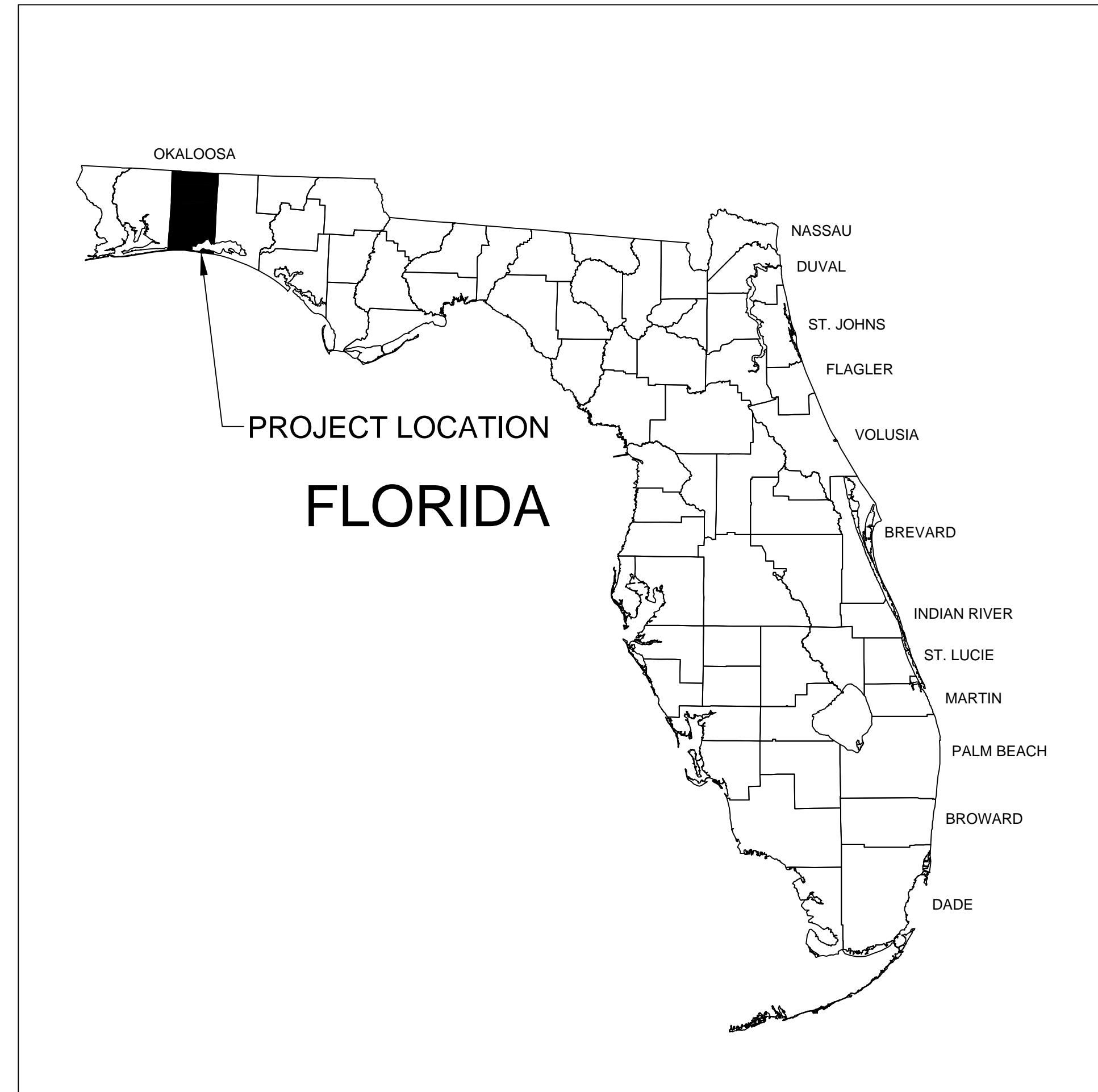
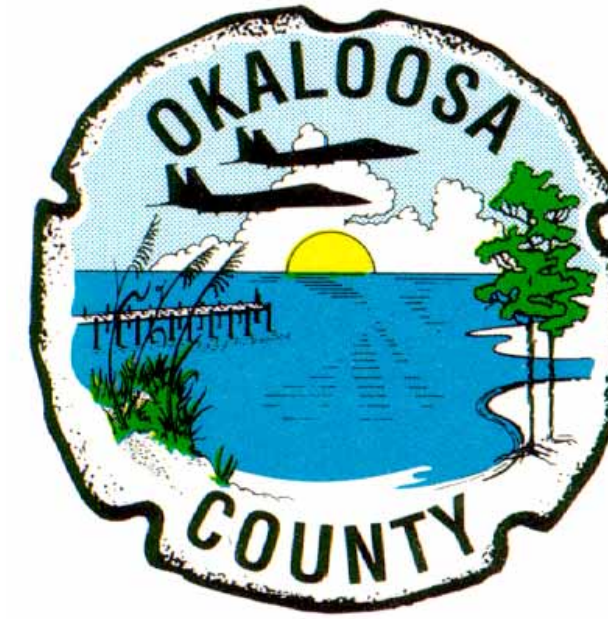
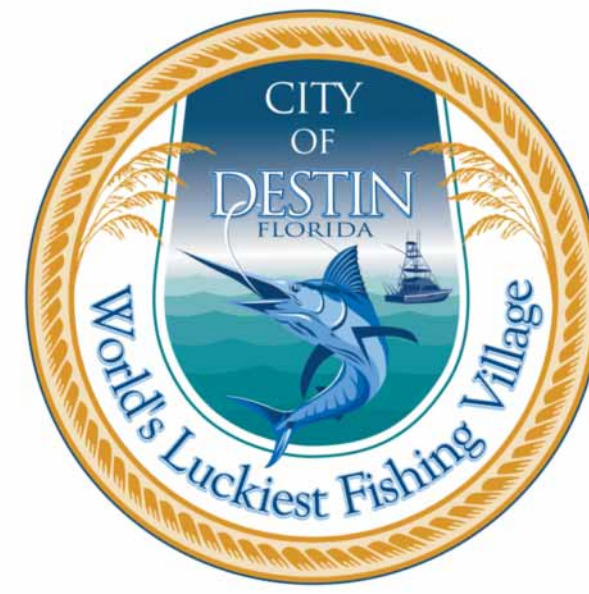
## WESTERN DESTIN & OKALOOSA ISLAND DUNE VEGETATION

- Q-1.** The plans for the Western Destin Beach restoration project does not include a plant material table. Is that information available?
- A.** **The drawings for the Western Destin Dune Vegetation Project include the estimated plant material quantities, proposed staging areas and signage location.**
- Q-2.** The bid schedule under signage shows 98 sign and post for Western Destin and 248 sign and post for Okaloosa. Part 5.1 of the package page 50 and 51 states "Signage installed near the dune crest adjacent to the walkways and foot path shall be placed on both the seaward and landward side of the timber". How many of the 346 post and signs need to have 2 signs per post?
- A.** **The total number of signs per acceptance section and for the total project area are provided in the bid documents and construction drawings. This total number of signs represents both single-sided signs along the toe of the dune (x1) and the double-sided signs (x2) along the dune crest. The contractor is responsible for determining the total number of posts required for these signs as stated in the drawings and specifications.**
- Q-3.** The time frame from the mandatory meeting to bid due date is only 5 days. In view that Crestview Florida is not a Next Day Guaranteed delivery location for Delivery service, Can the Due date be extended to Friday Feb 1<sup>st</sup>.
- A.** **The bid opening is January 29, 2013 and will not be extended. Bids must be received by January 29, 2013 and an award recommended by January 30, 2013 and will not be extended. Bids must be received by January 29, 2013 and an award recommended by January 30, 2013 in order for contract approval by the Okaloosa Board of County Commissioners the following Tuesday (February 5, 2013). Delaying the bid opening would require approval at the subsequent County Commission meeting and delay the project award an additional 2 weeks.**
- Q-4** What is the time frame from closing of Bid to award notification?



# WESTERN DESTIN DUNE VEGETATION PROJECT

## OKALOOSA COUNTY, FLORIDA



LOCATION MAP

N.T.S.

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

**ENGINEER CONTACT INFORMATION**  
 MATTHEW A. TRAMMELL, P.E.  
 TAYLOR ENGINEERING, INC.  
 1221 AIRPORT ROAD, SUITE 210  
 DESTIN, FL 32541  
 (850) 460-7040  
 (850) 375-8651

**PROJECT LOCATION**  
 CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA  
 SECTIONS 25,29,30; TOWNSHIP 2S; RANGE 22W  
 LATITUDE: 30.381° - 30.384°  
 LONGITUDE: 86.507° - 86.478°  
 NORTHING: 508,200 - 508,730  
 EASTING: 1,335,620-1,344,840  
 FDEP REFERENCE MONUMENTS: R-17 TO R-25.5

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

### DRAWING INDEX

- C-1 TITLE SHEET
- C-2 NOTES, KEY MAP, AND OVERVIEW
- C-3 PLANTING DETAILS
- C-4 PLANTING PLAN
- C-5 PLANTING PLAN
- C-6 PLANTING PLAN

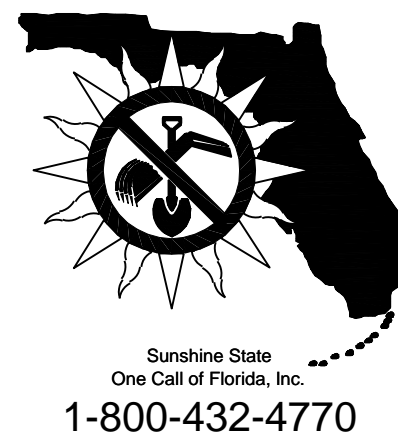


VICINITY MAP

1" = 2000' (22x34)  
 1" = 4000' (11x17)

REFERENCE:  
 USGS 7.5' QUADRANGLE MAP,  
 DESTIN, FLORIDA

Call (2) Business Days Before you Dig. It's the Law!!!



 <b>TAYLOR ENGINEERING INC.</b> 10151 DEERWOOD PARK BLVD. BLDG. 300, SUITE 300 JACKSONVILLE, FLORIDA 32256 (904)-731-7040 1221 AIRPORT ROAD, SUITE 210 DESTIN, FL 32541 (850) 460-7040 <small>CERTIFICATE OF AUTHORIZATION # 4815</small>		PROJECT TITLE <b>WESTERN DESTIN DUNE VEGETATION PROJECT</b> OKALOOSA COUNTY, FLORIDA		SEAL  MATTHEW TRAMMELL P.E.# 69244  <b>C-1</b> SHEET 1 OF 6
		PROJECT NO C2012-065	DATE DEC 2012	

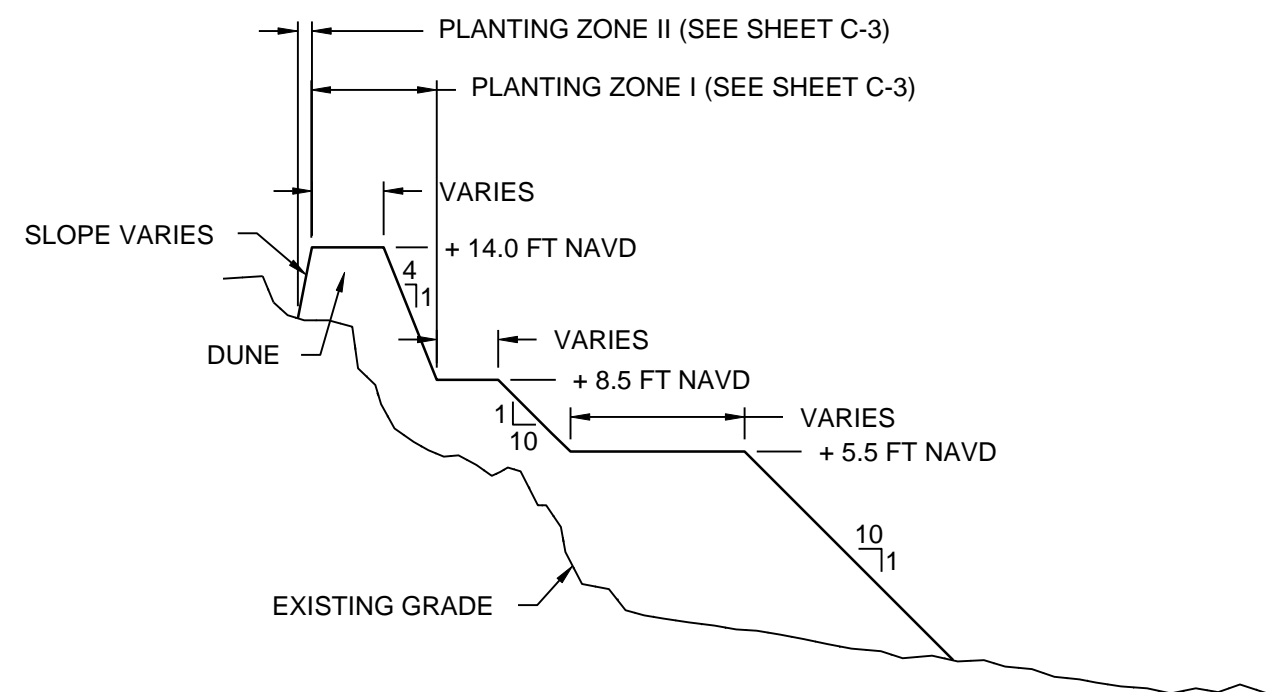
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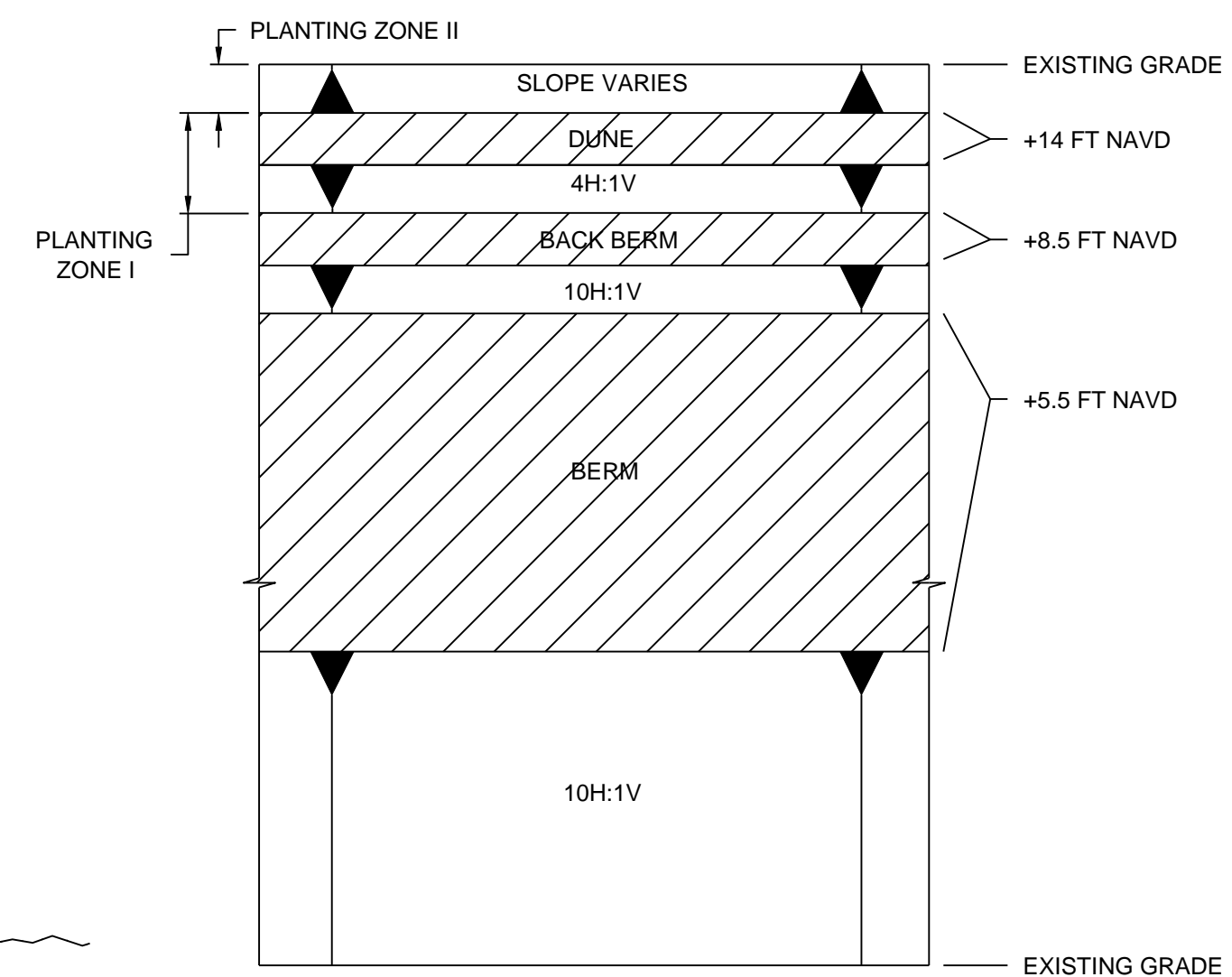
GENERAL NOTES:

- ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD 88).
- ALL COORDINATES REFERENCE STATE PLANE FLORIDA NORTH NAD 83.
- EXISTING BEACH GRADE SURVEYED ON SEPTEMBER 2012 BY MORGAN & EKLUND, INC.
- AERIAL IMAGERY TAKEN IN 2010 AND OBTAINED FROM AERIALS EXPRESS. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY, NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THIS MAP.
- BEACH RESTORATION INCLUDES TWO REACHES:
  - REACH 1 EXTENDS FROM THE EAST JETTY OF EAST PASS TO DESTIN ON THE GULF'S EASTERN PROPERTY BOUNDARY, NEAR R-20.6.
  - REACH 2 EXTENDS FROM THE SANDPIPER COVE WESTERN PROPERTY BOUNDARY, NEAR R-23.5, TO SOUTH BAY BY THE GULF'S EASTERN PROPERTY BOUNDARY NEAR R-25.5.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ACCESS AGREEMENTS WITHIN REACH 1 AND REACH 2 CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO STAGING, STORAGE, AND ACCESS ARE NOT PERMITTED ON ANY PROPERTIES OUTSIDE OF THE REACH 1 AND REACH 2 PROJECT AREA WITHOUT PRIOR WRITTEN APPROVAL FROM THE UPLAND PROPERTY OWNER(S) AND CONTRACTING OFFICER.
- THE CONTRACTOR IS ALLOWED TO TRAVERSE BETWEEN THE REACH 1 AND REACH 2 PROJECT AREAS FOR EMERGENCY PURPOSES ONLY AND MUST REMAIN WITHIN 20' FROM THE HIGH TIDE MARK.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING PROPERTY LINES AT REACH LIMITS.

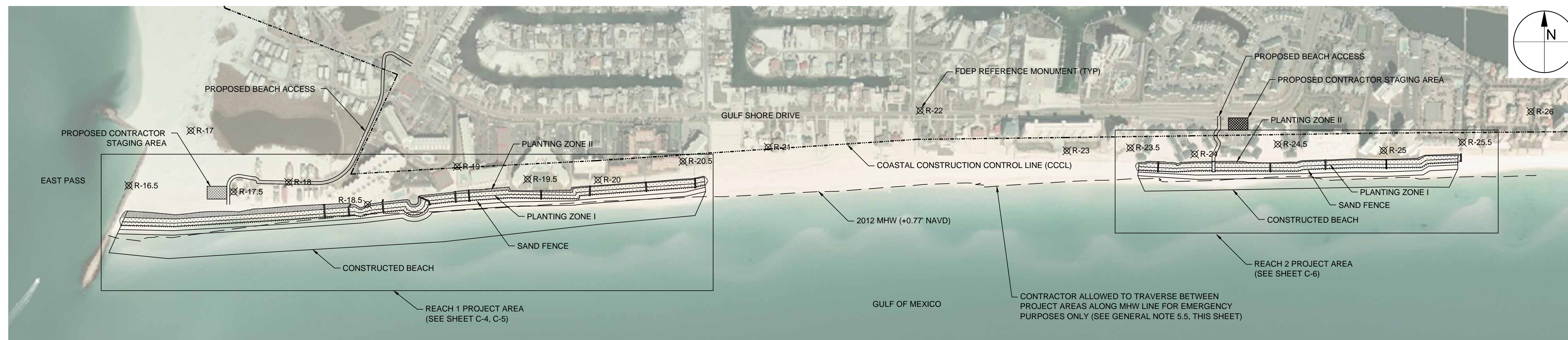
CONTROL MONUMENT TABLE			
MONUMENT	EASTING	NORTHING	AZIMUTH
R-16.5	1335796.36	508516.42	190°
R-17	1336217.36	508888.46	190°
R-17.5	1336506.84	508473.78	190°
R-18	1336880.82	508538.35	190°
R-18.5	1337416.79	508388.72	190°
R-19	1338024.37	508645.16	190°
R-19.5	1338501.69	508559.75	180°
R-20	1338979.00	508554.36	175°
R-20.5	1339555.15	508680.38	175°
R-21	1340133.90	508776.75	175°
R-22	1341163.62	509024.79	175°
R-23	1342158.86	508752.33	175°
R-23.5	1342589.60	508772.34	175°
R-24	1343025.83	508729.61	175°
R-24.5	1343589.51	508797.23	175°
R-25	1344306.88	508754.23	175°
R-25.5	1344841.38	508809.55	175°
R-26	1345305.31	509018.35	175°



TYPICAL ELEVATION SECTION  
NOT TO SCALE



TYPICAL BEACH PLAN VIEW  
NOT TO SCALE



BEACH OVERVIEW

22X34: 1" = 400'  
11X17: 1" = 800'

REACH	Acceptance Section	Approx. Western Limit	Approx. Eastern Limit	Approx. Length (ft)	Sand Fence (ft)	Signage (# of signs)	Post and Rope* (length)	Zone I Planting Area (sf / ac)	Zone II Planting Area (sf / ac)	Sea Oats (Uniola paniculata)	Panic Grasses (Panicum amarum)	Diverse Species**	Total Plants***
Reach 1	1	Sta. 0+40 (East Jetty)	Sta. 22+25 (Islander Boardwalk)	2,265	1,580	35	224	120,826 2.774	66,407 1.524	143,146	18,723	25,364	187,233
	2	Sta. 22+25 (Islander Boardwalk)	Sta. 39+45 (Destin on the Gulf)	1,720	1,180	29	80	86,182 1.978	17,445 0.400	81,157	10,363	12,107	103,627
Reach 2	3	Sta. 0+30 (Okaloosa Island Pier)	Sta. 21+80 (Destin West - East)	2,210	1,530	34	154	114,355 2.625	17,340 0.398	103,622	13,170	14,904	131,695
TOTALS				6,195	4,290	98	458	321,363 7.377	101,192 2.323	327,925	42,256	52,375	422,555

ESTIMATED QUANTITIES SCHEDULE: OPTION 1

2' PLANTS SPACED AT 12" O.C. (SEE SPECIFICATIONS FOR PLANT DETAILS)

REACH	Acceptance Section	Approx. Western Limit	Approx. Eastern Limit	Approx. Length (ft)	Sand Fence (ft)	Signage (# of signs)	Post and Rope* (length)	Zone I Planting Area (sf / ac)	Zone II Planting Area (sf / ac)	Sea Oats (Uniola paniculata)	Panic Grasses (Panicum amarum)	Diverse Species**	Total Plants***
Reach 1	1	Sta. 0+40 (East Jetty)	Sta. 22+25 (Islander Boardwalk)	2,265	1,580	35	224	120,826 2.774	66,407 1.524	63,620	8,321	11,273	83,215
	2	Sta. 22+25 (Islander Boardwalk)	Sta. 39+45 (Destin on the Gulf)	1,720	1,180	29	80	86,182 1.978	17,445 0.400	36,070	4,606	5,381	46,056
Reach 2	3	Sta. 0+30 (Okaloosa Island Pier)	Sta. 21+80 (Destin West - East)	2,210	1,530	34	154	114,355 2.625	17,340 0.398	46,054	5,853	6,624	58,531
TOTALS				6,195	4,290	98	458	321,363 7.377	101,192 2.323	145,744	18,780	23,278	187,802

ESTIMATED QUANTITIES SCHEDULE: OPTION 2

4' PLANTS SPACED AT 18" O.C. (SEE SPECIFICATIONS FOR PLANT DETAILS)

\* ESTIMATED QUANTITY IS LINEAR DISTANCE ALONG DUNE TOE AND PATHWAYS. ESTIMATE DOES NOT INCLUDE ADDITIONAL ROPE NEEDED FOR POST AND BOARDWALK ATTACHMENTS. CONTRACTOR RESPONSIBLE FOR DETERMINING ACTUAL QUANTITY.  
\*\* SPECIES SELECTED BY CONTRACTOR AND APPROVED BY ENGINEER. SEE SPECIFICATIONS.  
\*\*\* ESTIMATED PLANT QUANTITIES PROVIDED ARE BASED ON PROPOSED PLANTING AREAS SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT QUANTITIES NEEDED TO ATTAIN THE INTENT OF THESE CONSTRUCTIONS DRAWINGS AND SPECIFICATIONS.

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1221 AIRPORT ROAD, SUITE 210  
DESTIN, FL 32541  
(850) 460-7040  
CERTIFICATE OF AUTHORIZATION # 4815

MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE

WESTERN DESTIN DUNE VEGETATION PROJECT  
OKALOOSA COUNTY, FLORIDA

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NO	ZONE	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	C2012-065
DATE	DEC 2012
DESIGNED	MET/MAT
DRAWN	AF
CHECKED	MAT
REVIEWED	MET/CBE
SCALE	AS SHOWN

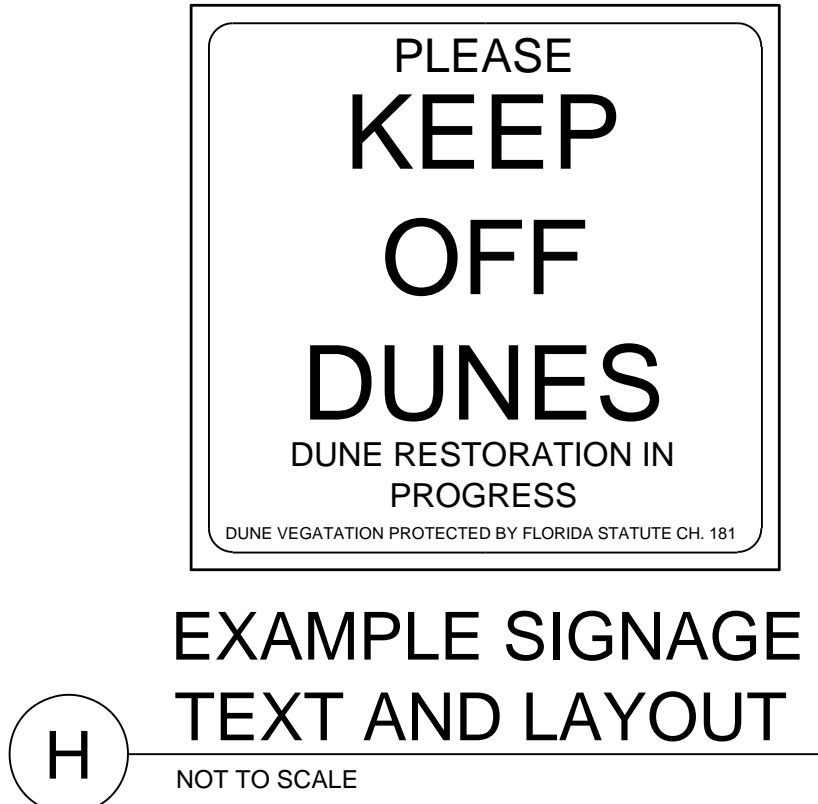
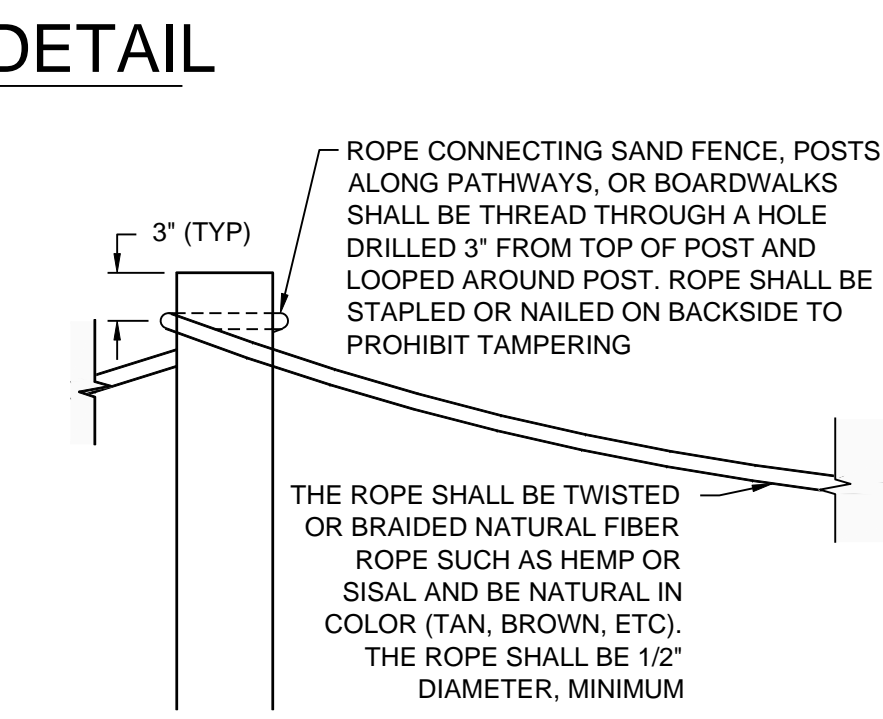
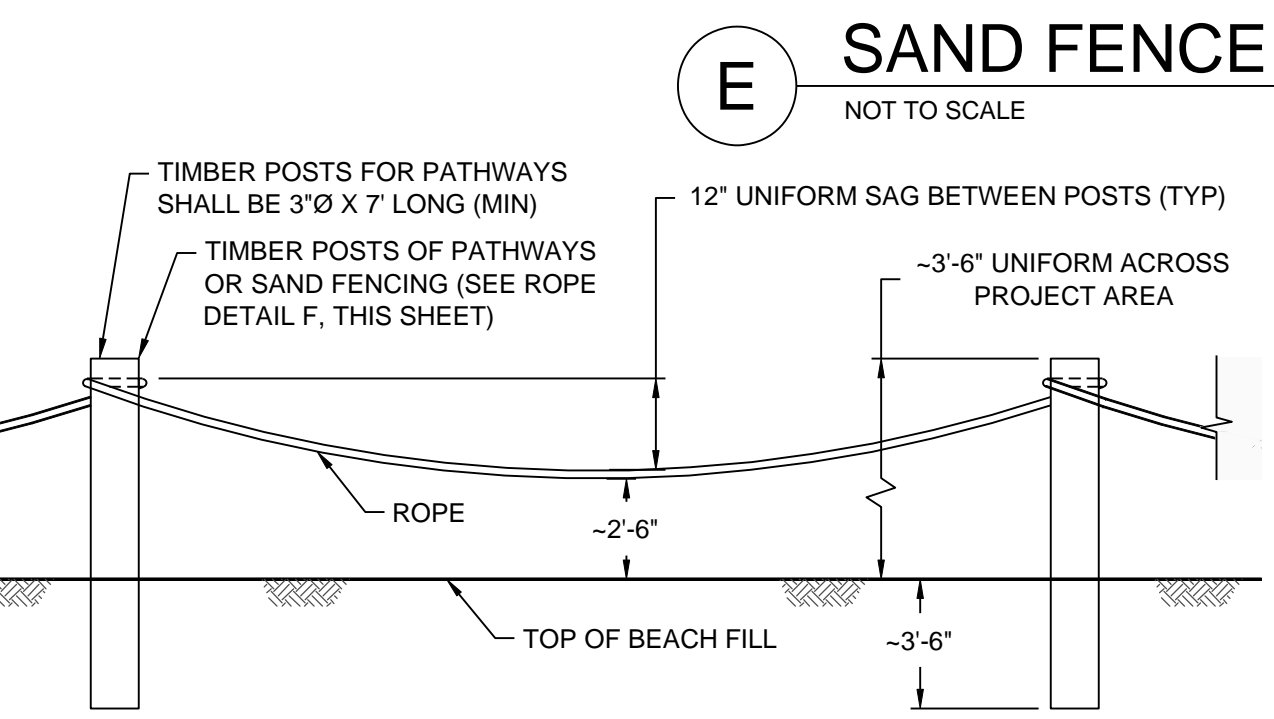
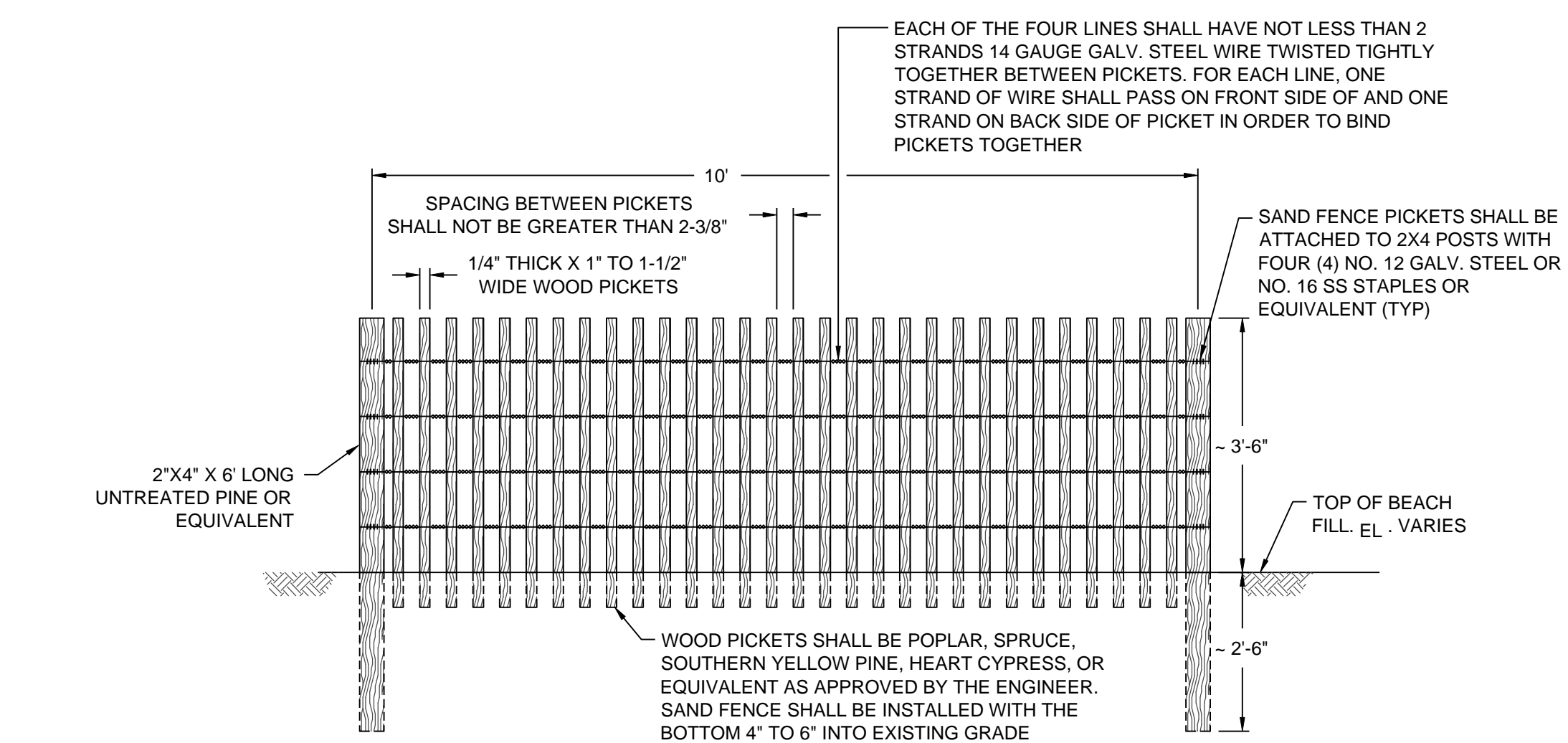
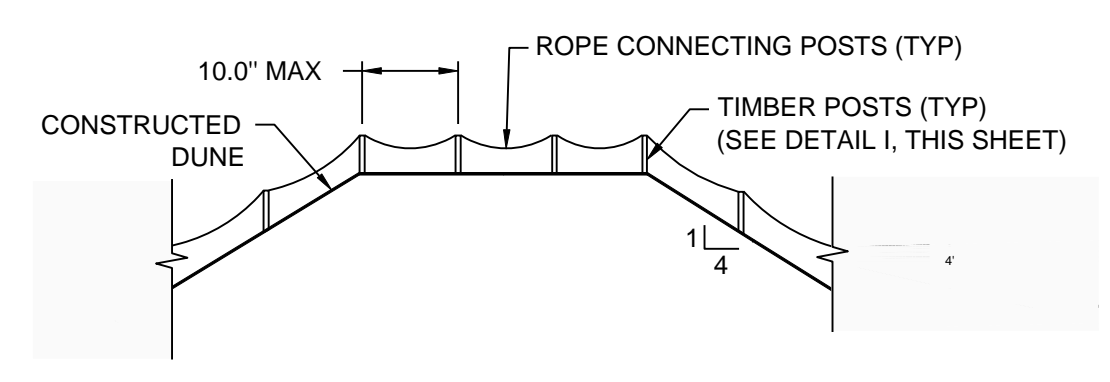
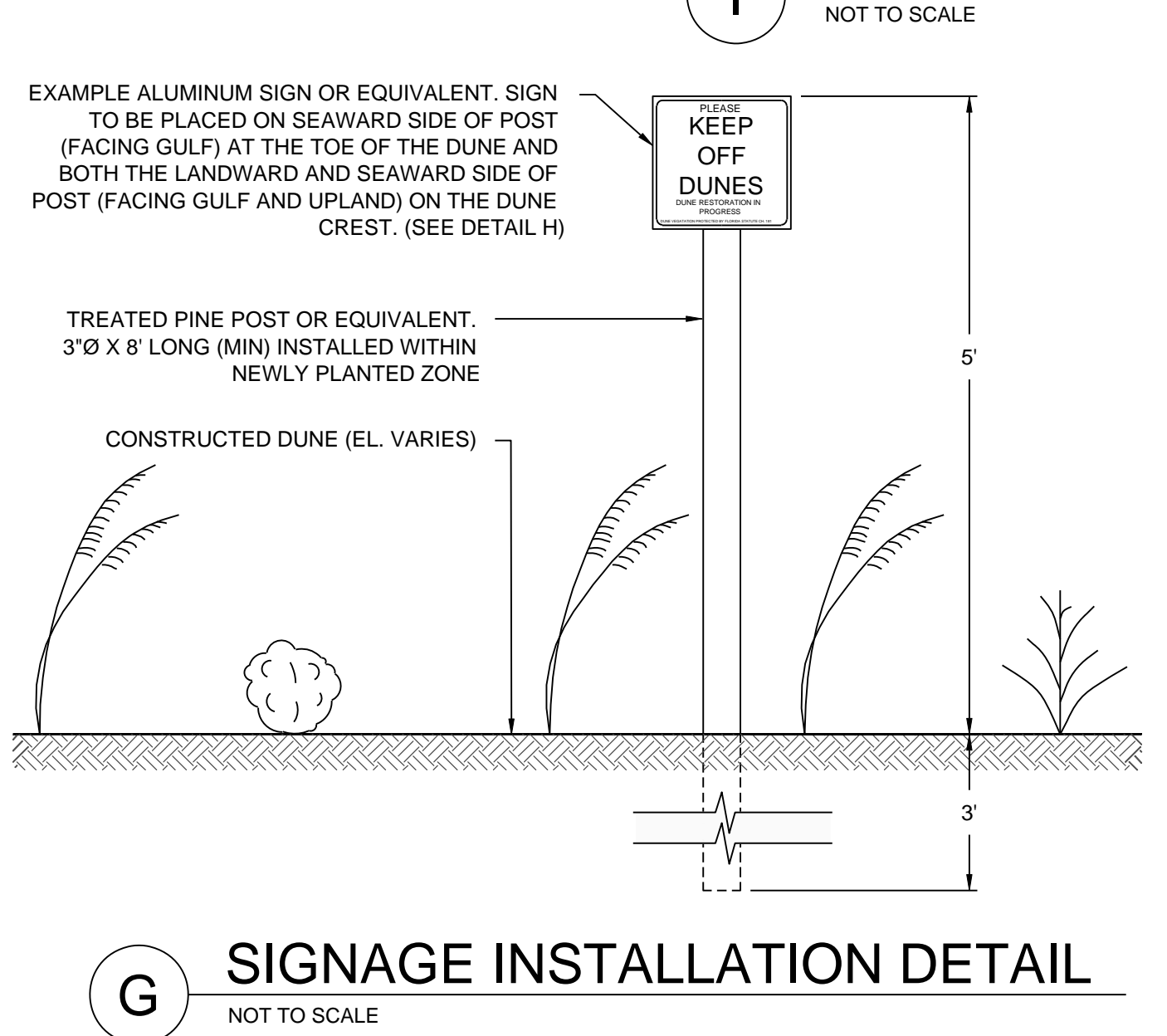
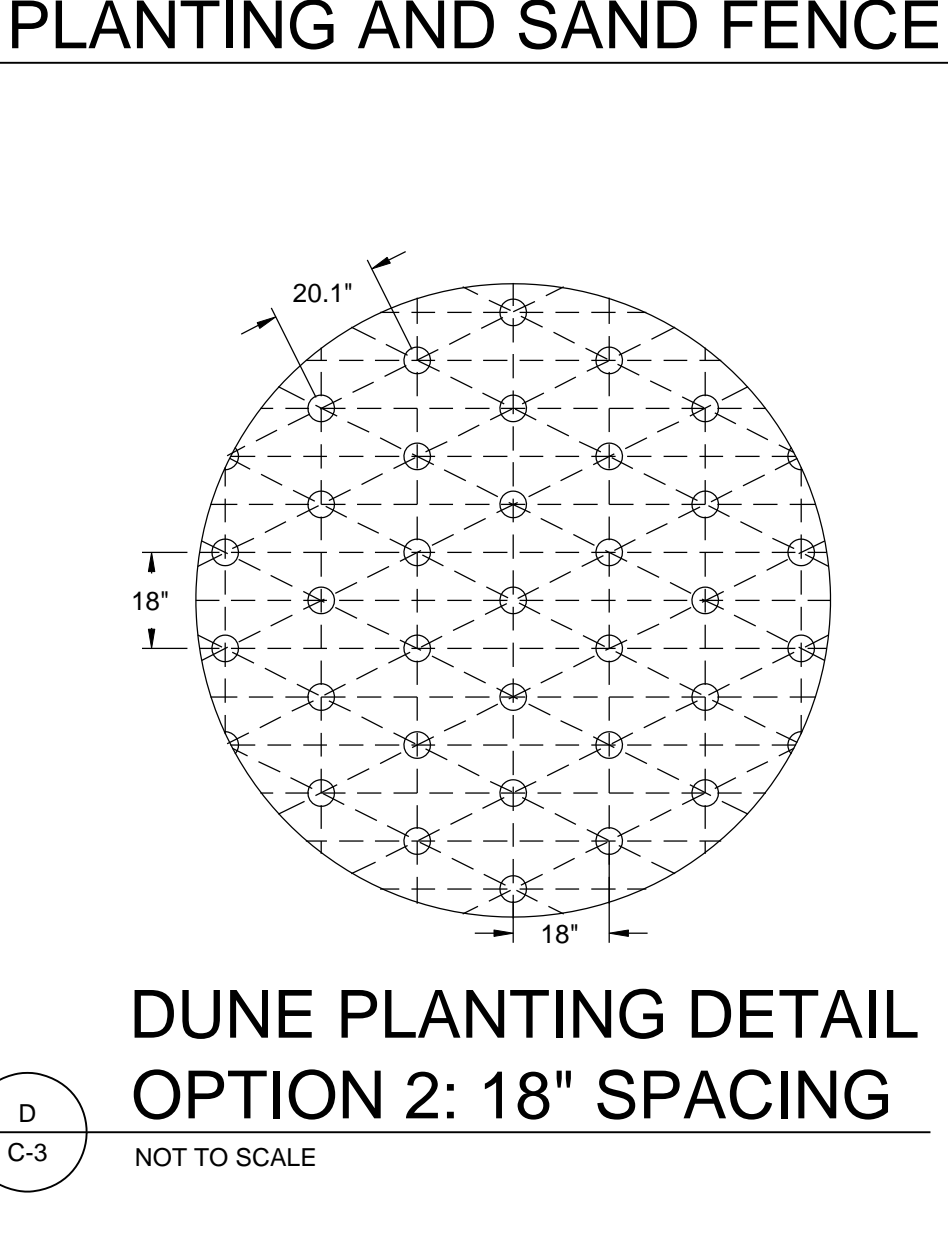
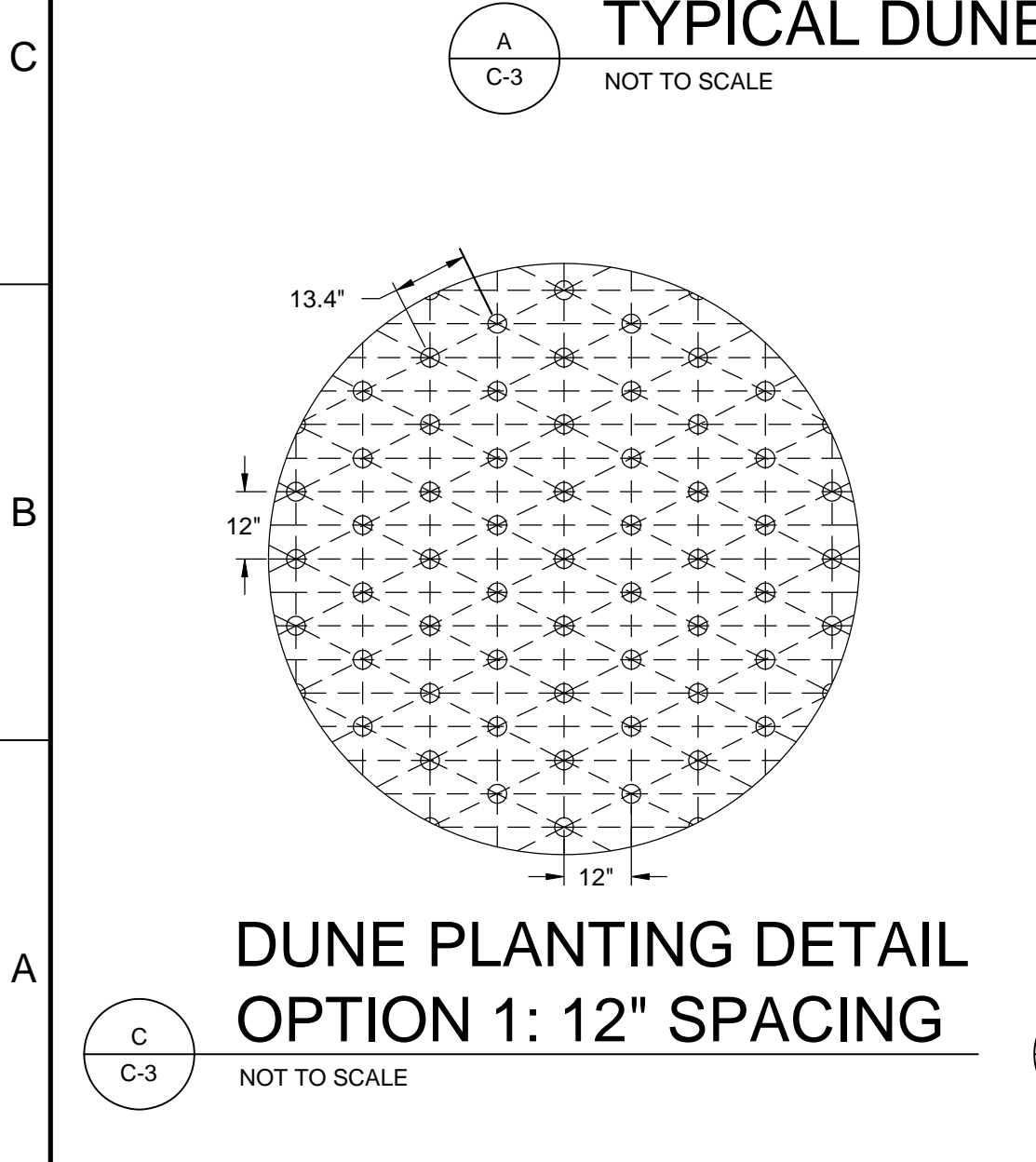
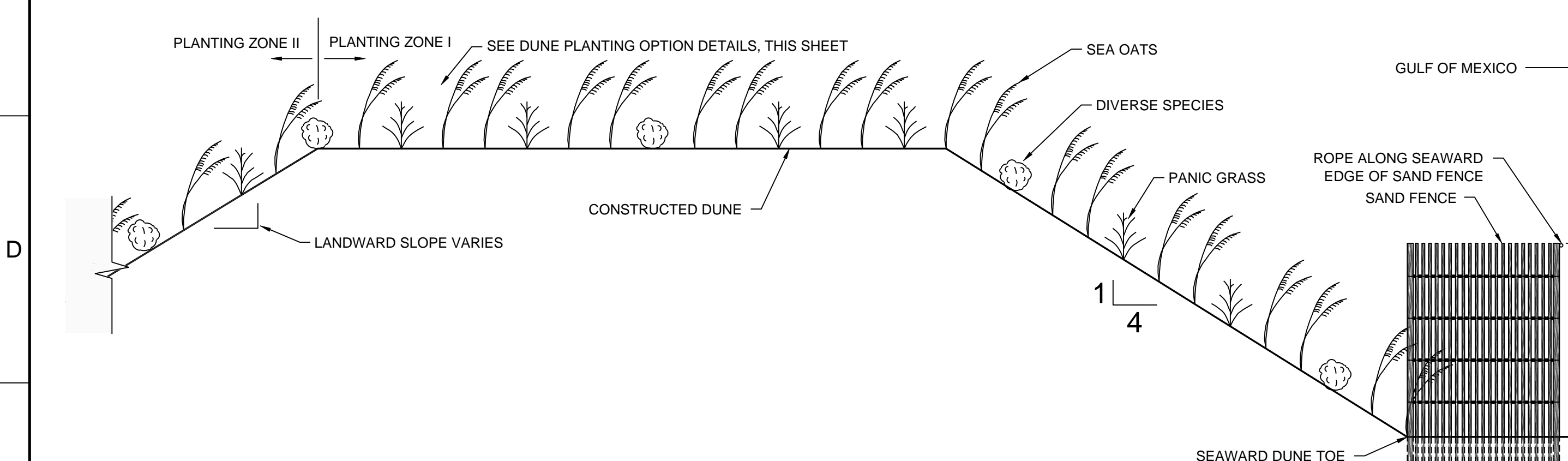
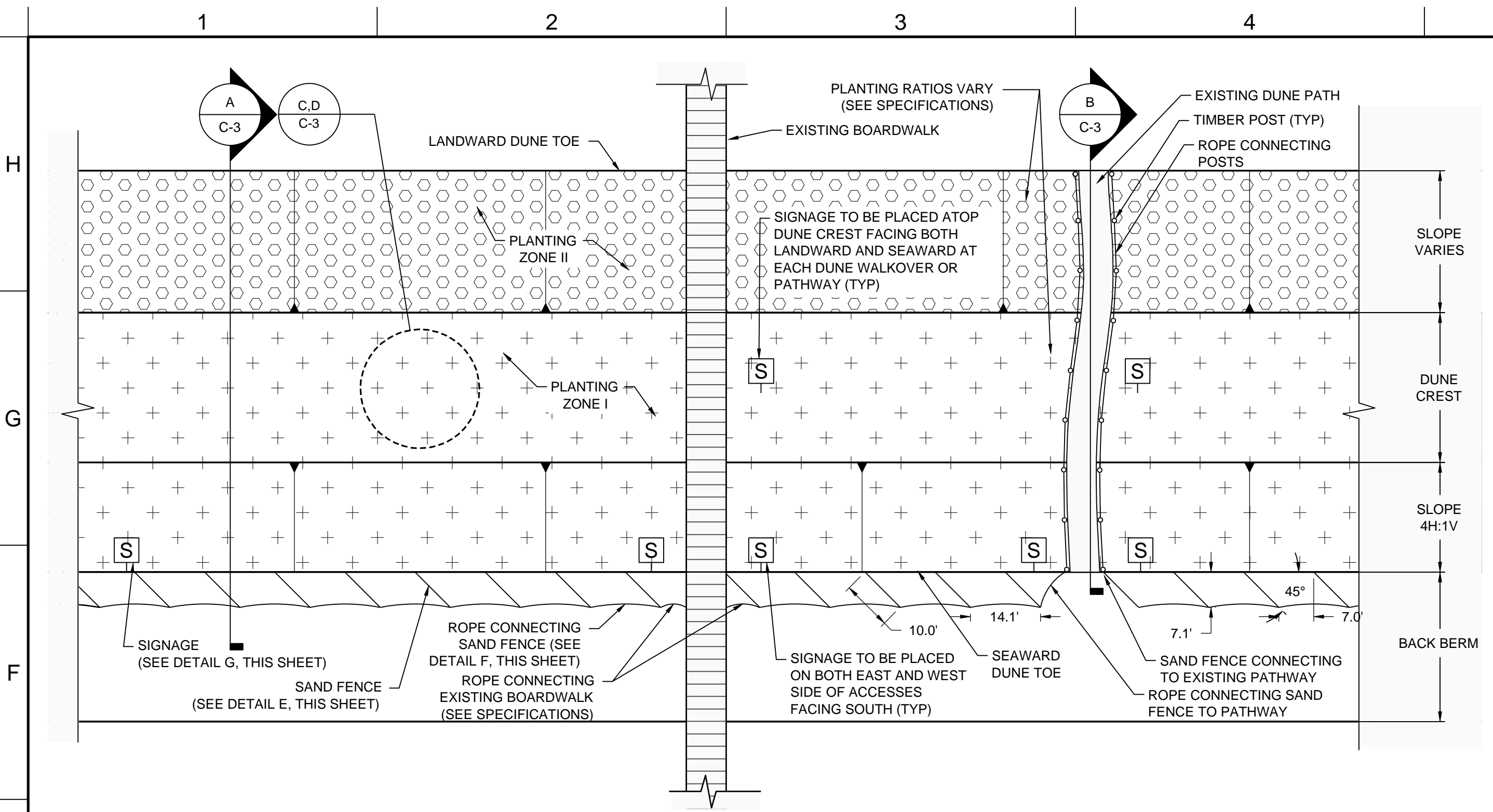
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**NOTES, KEY MAP, AND OVERVIEW**

C-2

SHEET 2 OF 6



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**GENERAL NOTES**

- THE CONTRACTOR SHALL NOT ENCRoACH INTO EXISTING VEGETATION LANDWARD OF THE BEACH AND DUNE FILL.
- PLANTING SHALL BE DONE BY HAND.
- PLANTS SHALL BE PLANTED 12" ON CENTER IN ROWS SPACED 12' APART FOR OPTION 1 AND 18" ON CENTER IN ROWS SPACED 18' APART FOR OPTION 2.
- THE PLANTING DEPTH SHALL BE AT LEAST 6" MEASURED FROM THE TOP OF THE ROOT BALL.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT QUANTITIES NEEDED.
- SEE SPECIFICATIONS FOR ADDITIONAL PLANTING AND MAINTENANCE REQUIREMENTS.

**TAYLOR ENGINEERING INC.**  
 10151 DEERWOOD PARK BLVD.  
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 JACKSONVILLE, FLORIDA 32256  
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 1221 AIRPORT ROAD, SUITE 210  
 DESTIN, FL 32541  
 (850) 460-7040  
 CERTIFICATE OF AUTHORIZATION # 4815

SEAL  
 MATTHEW TRAMMELL P.E.# 69244  
 PROJECT TITLE

**WESTERN DESTIN DUNE VEGETATION PROJECT**  
 OKALOOSA COUNTY, FLORIDA



NO.	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	C2012-065
DATE	DEC 2012
DESIGNED	MET/MAT
DRAWN	AF
CHECKED	MAT
REVIEWED	MET/CBE
SCALE	AS SHOWN

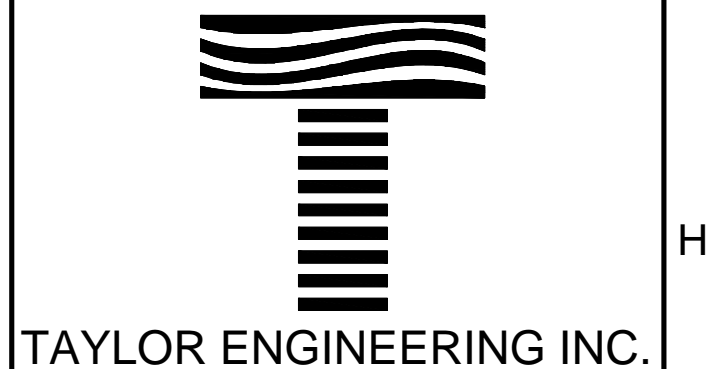
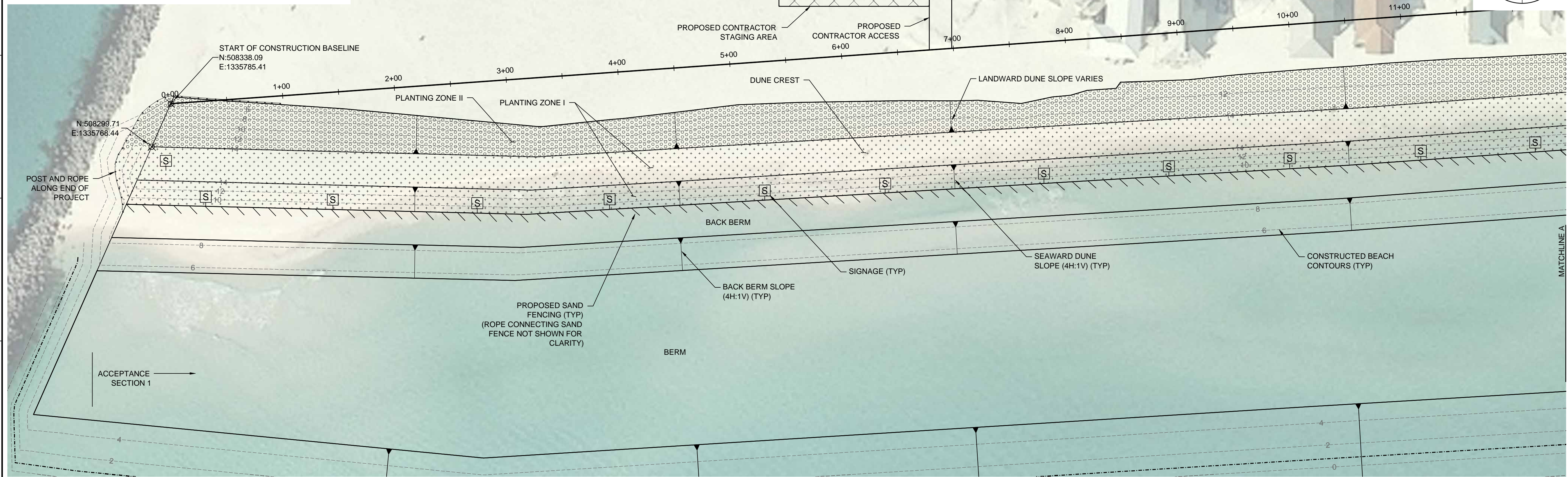
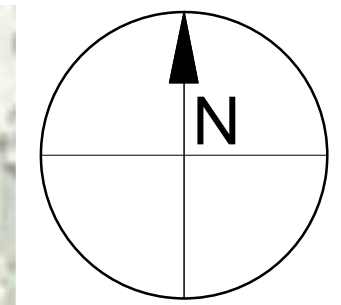
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**PLANTING DETAILS**

**C-3**  
 SHEET 3 OF 6



**NOTES:**

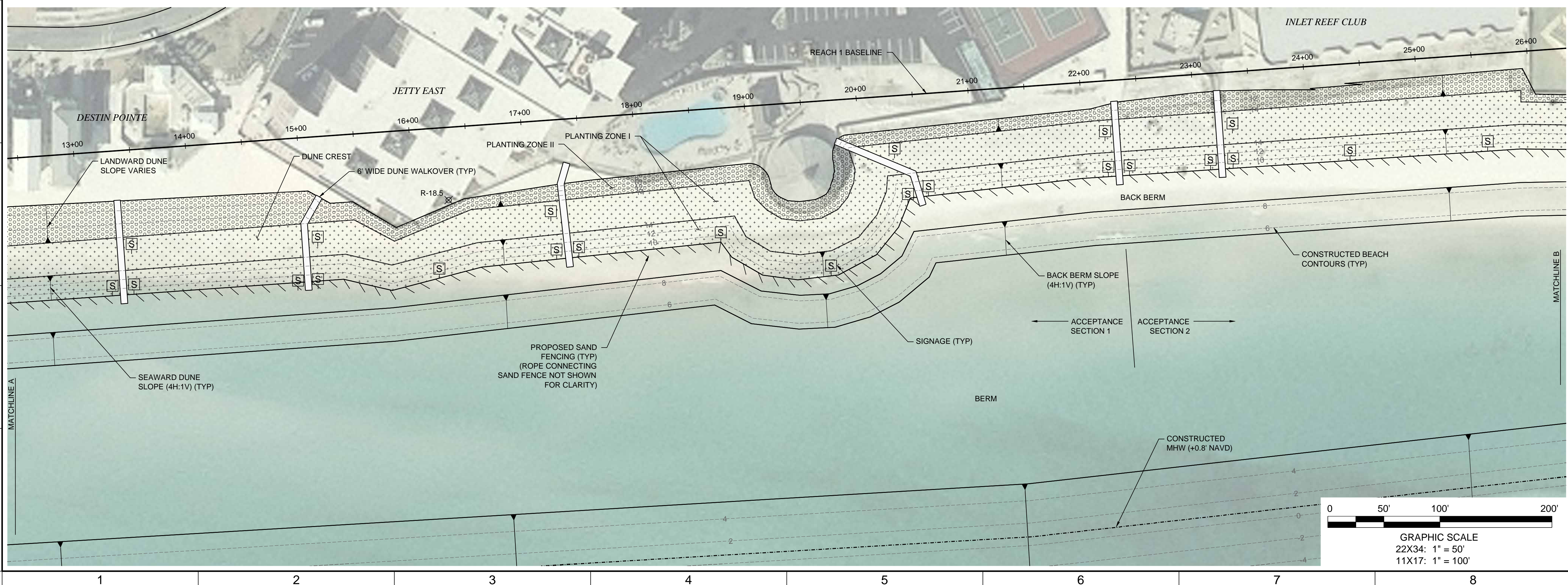
1. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENTS AND AZIMUTHS SHOWN FOR INFORMATION PURPOSES ONLY
2. CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL COORDINATES OF ALL BENCHMARKS SHOWN
3. REACH 1 CONSTRUCTION BASELINE AZIMUTH = 86° FROM TRUE NORTH
4. CONTOURS SHOWN ARE PROPOSED CONTOURS FROM THE WESTERN DESTIN BEACH RESTORATION PROJECT



**TAYLOR ENGINEERING INC.**  
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 1221 AIRPORT ROAD, SUITE 210  
 DESTIN, FL. 32541  
 (850) 460-7040  
 CERTIFICATE OF AUTHORIZATION # 4815

SEAL  
 MATTHEW TRAMMELL P.E.# 69244  
 PROJECT TITLE

**WESTERN DESTIN DUNE VEGETATION PROJECT**  
 OKALOOSA COUNTY, FLORIDA



NO	ZONE	REVISIONS / SUBMISSIONS	DATE

PROJECT NO: C2012-065  
 DATE: DEC 2012  
 DESIGNED: MET/MAT  
 DRAWN: AF  
 CHECKED: MAT  
 REVIEWED: MET/CBE  
 SCALE: AS SHOWN

DRAWING TITLE  
**PLANTING PLAN**

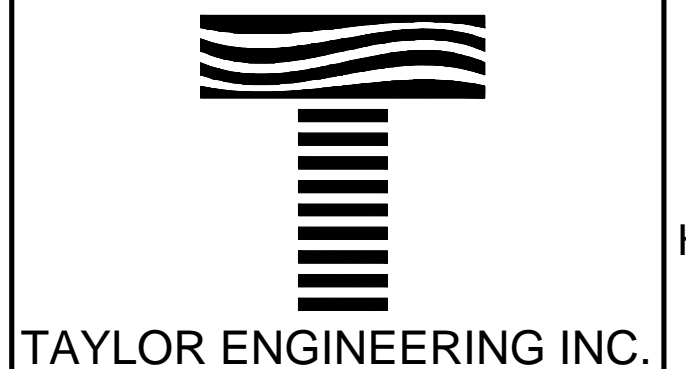
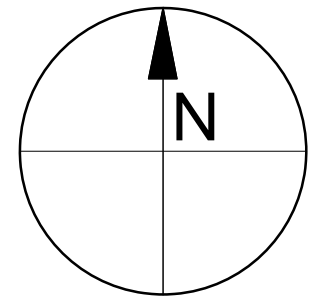
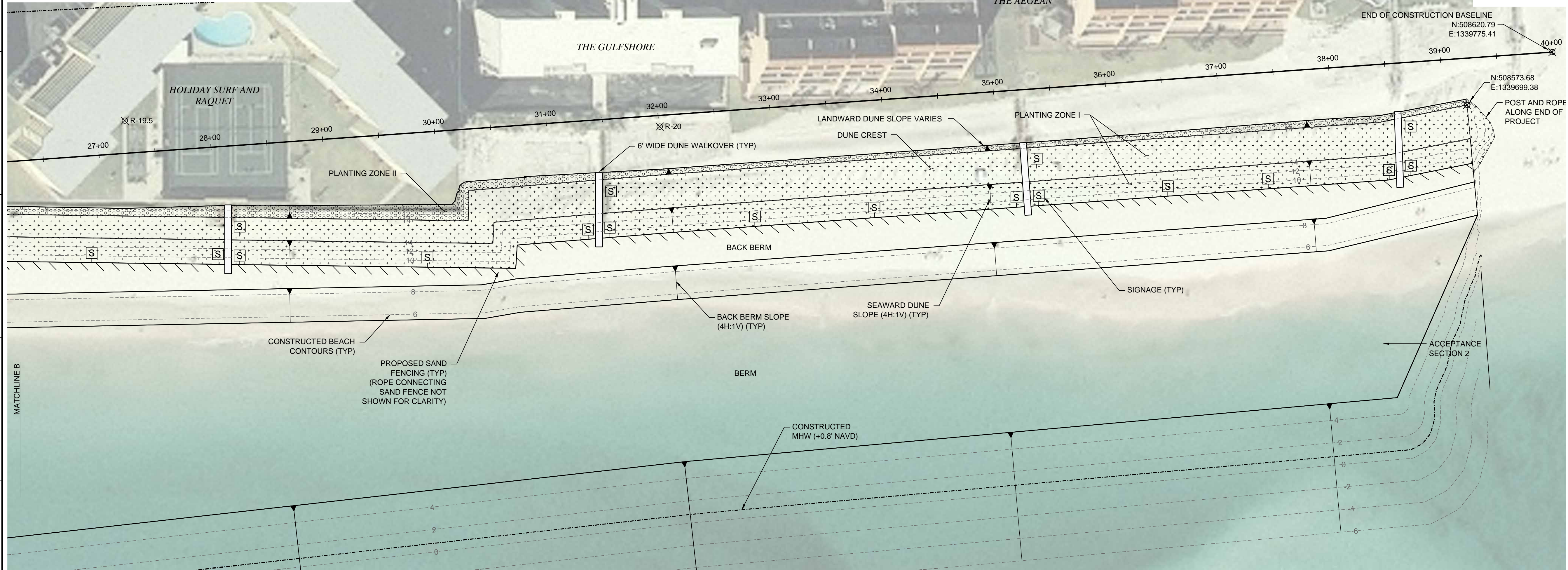
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 SHEET 4 OF 6

ANTON FLEWELLING - 12/7/2012 10:24:02 AM - X:\projects\2012-174 Destin Dune Planting\Construction\2012-174-C-BeachPlans.dwg



**NOTES:**

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 DESTIN, FL 32541  
 (850) 460-7040  
 CERTIFICATE OF AUTHORIZATION # 4815

MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE

**WESTERN DESTIN DUNE VEGETATION PROJECT**  
 OKALOOSA COUNTY, FLORIDA

Call (2) Business Days Before you Dig. It's the Law!!!

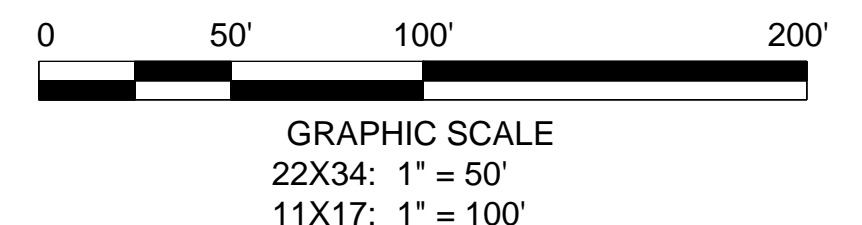


Sunshine State  
 One Call of Florida, Inc.  
 1-800-432-4770

NO	ZONE	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	C2012-065
DATE	DEC 2012
DESIGNED	MET/MAT
DRAWN	AF
CHECKED	MAT
REVIEWED	MET/CBE
SCALE	AS SHOWN

DRAWING TITLE  
**PLANTING PLAN**

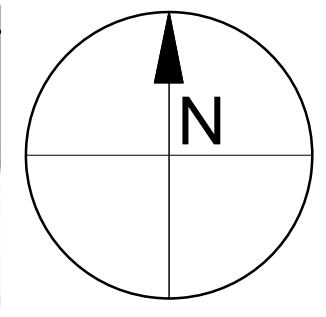
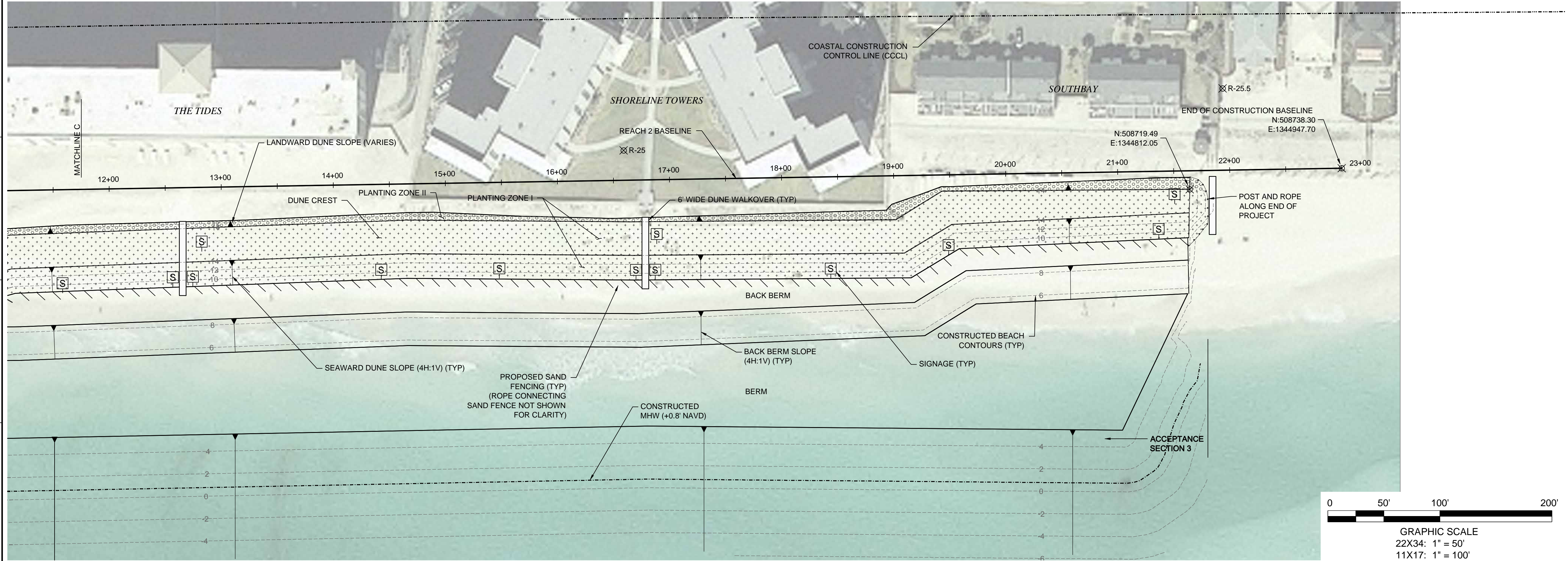
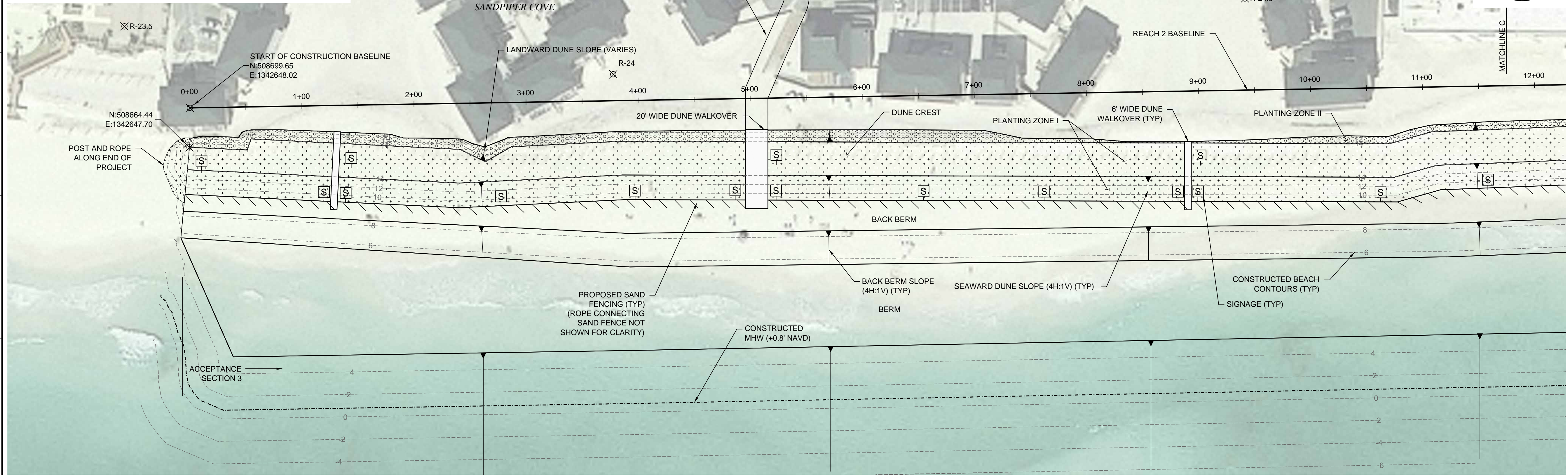


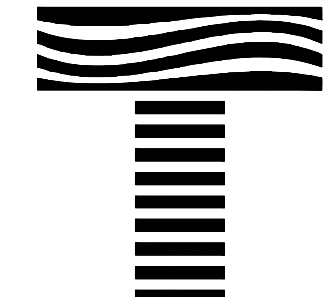
**C-5**  
 SHEET 5 OF 6

ANTON FLEWELLING - 12/7/2012 10:24:08 AM - X:\projects\2012\174 Destin Dune Planting\Construction\2012\174\_C-5\_BeachPlans.dwg



- NOTES:**
1. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENTS AND AZIMUTHS SHOWN FOR INFORMATION PURPOSES ONLY
  2. CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL COORDINATES OF ALL BENCHMARKS SHOWN
  3. REACH 2 CONSTRUCTION BASELINE AZIMUTH = 89° FROM TRUE NORTH
  4. CONTOURS SHOWN ARE PROPOSED CONTOURS FROM THE WESTERN DESTIN BEACH RESTORATION PROJECT





**TAYLOR ENGINEERING INC.**  
 10151 DEERWOOD PARK BLVD.  
 BLDG. 300, SUITE 300  
 JACKSONVILLE, FLORIDA 32256  
 (904)-731-7040  
 1221 AIRPORT ROAD, SUITE 210  
 DESTIN, FL 32541  
 (850) 460-7040  
 CERTIFICATE OF AUTHORIZATION # 4815

SEAL

MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE

**WESTERN DESTIN DUNE VEGETATION PROJECT**  
 OKALOOSA COUNTY, FLORIDA



NO	ZONE	REVISIONS / SUBMISSIONS	DATE

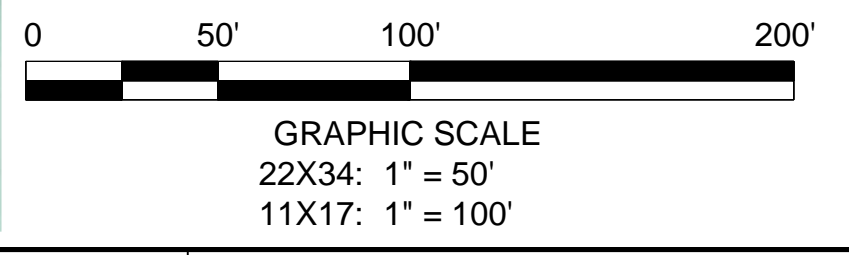
PROJECT NO: C2012-065  
 DATE: DEC 2012  
 DESIGNED: MET/MAT  
 DRAWN: AF  
 CHECKED: MAT  
 REVIEWED: MET/CBE  
 SCALE: AS SHOWN

DRAWING TITLE

**PLANTING PLAN**

**C-6**

SHEET 6 OF 6



ANTON FLEWELLING - 12/7/2012 10:24:18 AM - X:\proj\proj\2012-174\Destin Dune Planting\Construction\2012-174-C-BeachPlans.dwg



## NOTICE TO BIDDERS

### ADDENDUM #2

#### WESTERN DESTIN DUNE VEGETATION PROJECT & OKALOOSA ISLAND DUNE FLORA RESTORATION & BEACH ACCESS MGMT PROJECT

**BID #: TDD 08-13**

The Okaloosa County Board of County Commissioners is submitting the following changes on Specifications **#08-13** on **Western Destin Dune Vegetation Project & Okaloosa Island Dune Flora Restoration & Beach Access Mgmt Project**.

"The project completion date of May 31<sup>st</sup> as indicated on Page 5, #4 of the bid package is deleted. It is the firm intent of the County that the project be completed by May 31, 2013 but the actual required project completion date will be established during the contract preparation and the liquidated damages will be associated with that date."