



REQUEST FOR Proposals (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
Okaloosa County Nearshore Artificial Reef Construction Project

RFP NUMBER:
RFP TDD 30-18

NON MANDATORY PRE-PROPOSAL MEETING: May 7, 2018 1:00 P.M. CST

LAST DAY FOR QUESTIONS: May 10, 2018 3:00 P.M. CST

RFP OPENING DATE & TIME: May 16, 2018 3:00 P.M. CST

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

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Due Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of sixty (60) days after the proposal opening unless otherwise specified.

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

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

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

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

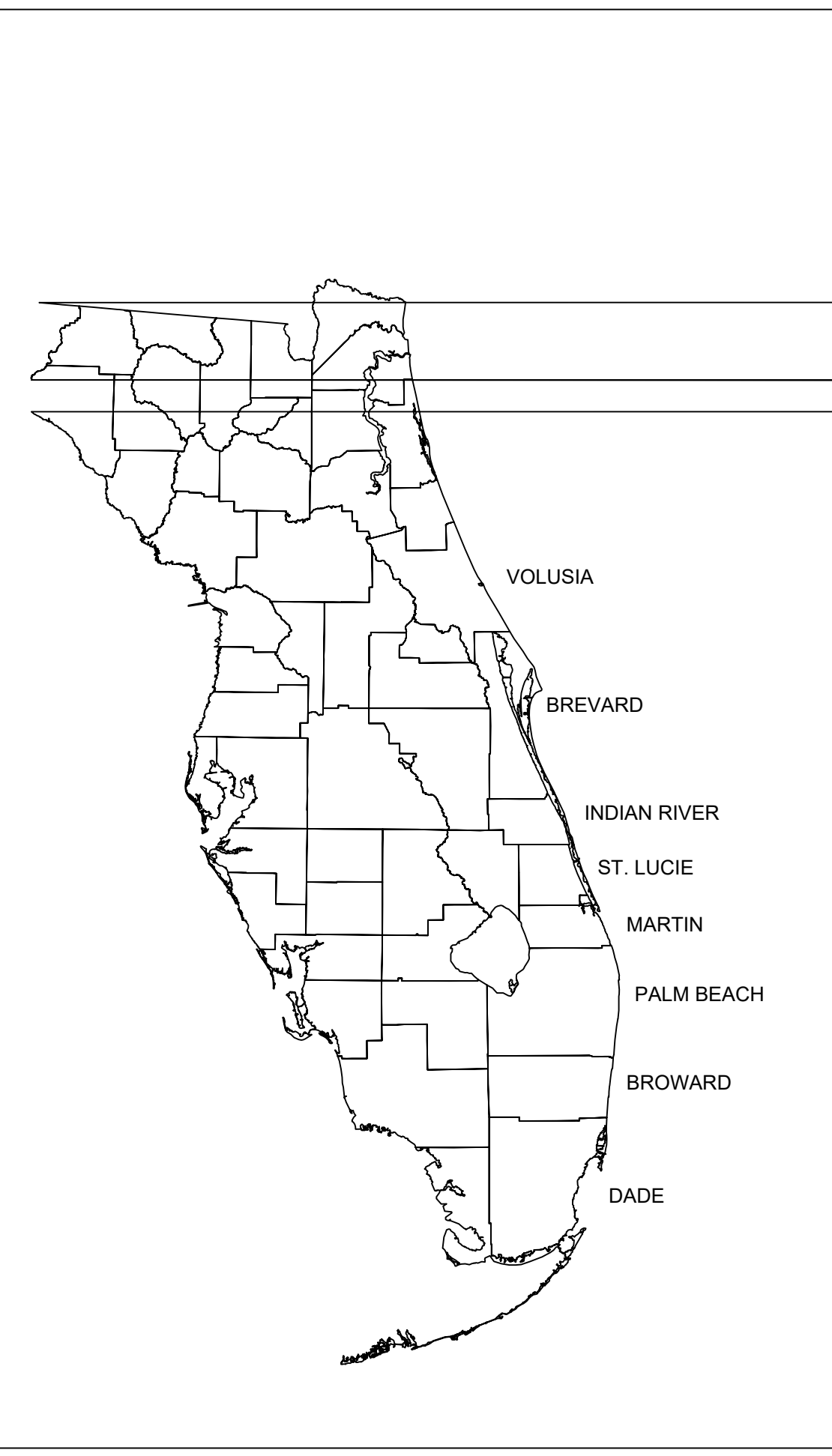
TITLE: _____ DATE _____

OKALOOSA COUNTY NEARSHORE REEFS

FWC GRANT # 15155

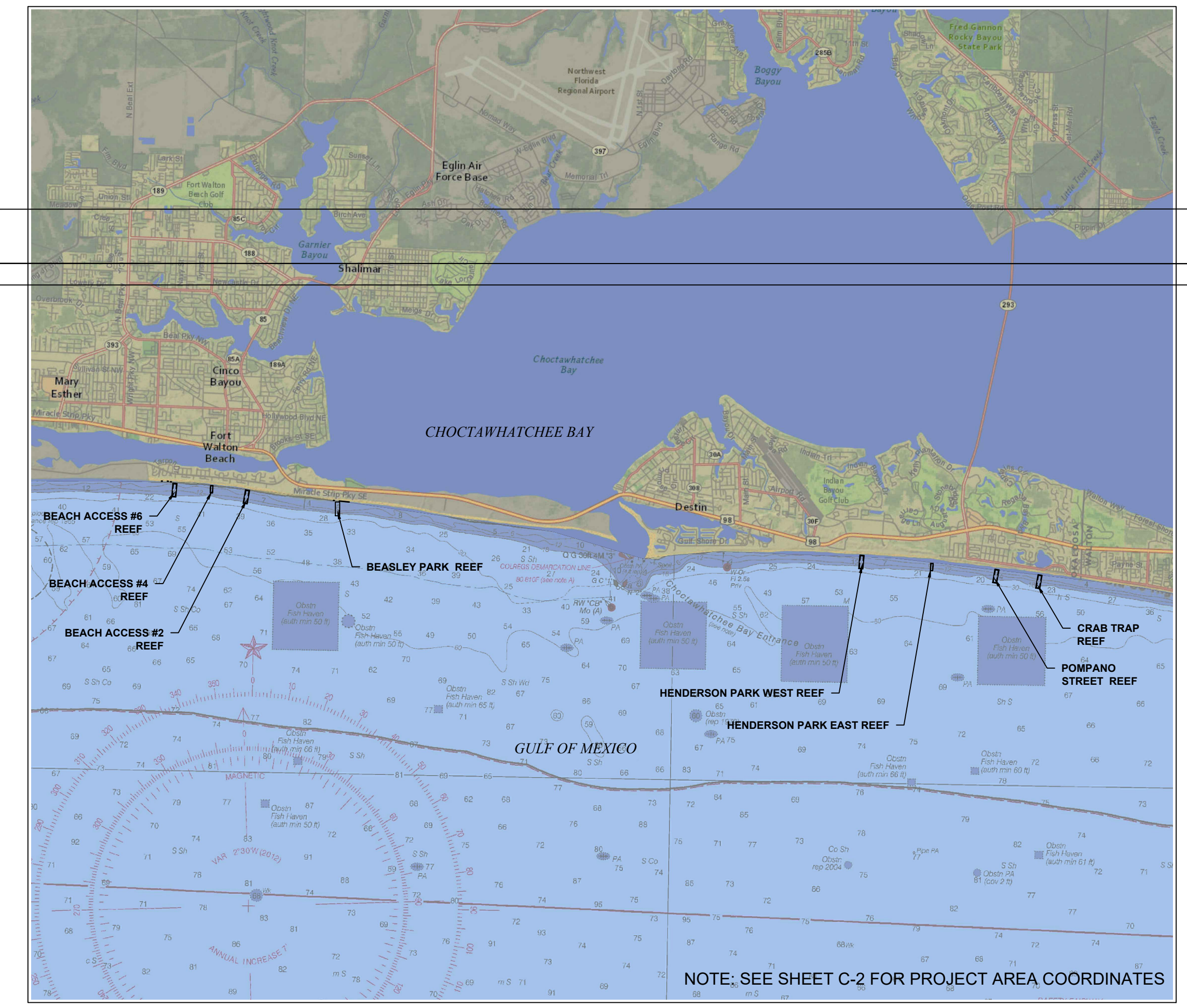
OKALOOSA COUNTY, FLORIDA

DRAFT



DRAWING INDEX

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VICINITY MAP

1"= 1.5 MILES (22x34)
1"= 3 MILES (11x17)

REFERENCES:
USGS 7.5' QUADRANGLE MAP,
MARY ESTHER, FLORIDA 1987
FORT WALTON BEACH, FLORIDA 1992
DESTIN, FLORIDA 1987
NOAA COASTAL CHART NO. 11388,
CHOCTAWHATCHEE BAY, EDITION 18, JUNE 1, 2012

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

 TAYLOR ENGINEERING INC. 4300 LEGENDARY DRIVE SUITE C246 DESTIN, FL 32541 (850)-460-7040 10151 DEERWOOD PARK BLVD BLDG 300, SUITE 300 JACKSONVILLE, FLORIDA 32256 (904)-731-7040 <small>CERTIFICATE OF AUTHORIZATION # 4815</small>	PROJECT TITLE OKALOOSA COUNTY NEARSHORE REEFS FWC GRANT # 15155 OKALOOSA COUNTY, FLORIDA		SEAL <h1 style="font-size: 24pt; opacity: 0.5;">DRAFT</h1>
	PROJECT NO C2017-025 DATE 03-21-18	MATTHEW TRAMMELL P.E.# 69244 <h1 style="font-size: 24pt; opacity: 0.5;">C-1</h1> SHEET 1 OF 19	

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5

6

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8

ALL ELEVATIONS REFERENCE MEAN LOWER LOW WATER UNLESS NOTED OTHERWISE.

ALL COORDINATES SHOWN REFERENCE NATIONAL GEODETIC DATUM OF 1983 UNLESS NOTED OTHERWISE.

EXISTING OKALOOSA ISLAND BATHYMETRY SHOWN SURVEYED BY MORGAN AND EKLUND, JULY 2016.

EXISTING DESTIN BATHYMETRY SHOWN SURVEYED BY MORGAN AND EKLUND, JULY 2014.

THE INFORMATION ON THESE DRAWINGS REPRESENTS THE RESULTS OF THE SURVEYS PERFORMED ON THE DATES AS INDICATED. THE INFORMATION FROM THESE SURVEYS CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THE TIME OF

AERIAL IMAGERY TAKEN IN SEPTEMBER 2015 AND OBTAINED FROM NATIONAL AGRICULTURE IMAGERY PROGRAM (NAIP). AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY. NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THESE MAPS.

TIDAL DATUMS OBTAINED FROM NOAA CENTER FOR OPERATIONAL OCEANOGRAPHIC PRODUCTS AND SERVICES FOR EAST PASS

THE CONTRACTOR SHALL INVESTIGATE THE PROJECT SITE PRIOR TO INITIATING ANY CONSTRUCTION.

THE CONTRACTOR SHALL LOCATE AND FIELD VERIFY ALL STRUCTURES AND EXISTING UTILITIES (ABOVE-GROUND AND BELOW-GROUND), WHETHER SHOWN OR NOT ON THE CONSTRUCTION DRAWINGS, BEFORE BEGINNING WORK. CONTRACTOR SHALL ALSO FIELD VERIFY ALL PROPOSED MATERIAL, TRANSPORT ROUTES, AND STAGING AREAS.

THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ACTUAL WORK AND STAGING AREAS WITHIN PROJECT LIMITS.

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ACCESS AND USE AGREEMENTS ON PROPERTIES NOT OWNED BY OKALOOSA

THE CONTRACTOR SHALL COORDINATE CONSTRUCTION TOGETHER WITH THE OWNER AND ENGINEER TO ENSURE PUBLIC AND PRIVATE

BEACH ACCESS #6 PERMITTED LIMITS (FDEP)						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,298,065.0	513,974.6	N30.396090	W86.626618	N30° 23.7654'	W86° 37.5971'
B	1,298,403.7	513,944.9	N30.396026	W86.625543	N30° 23.7616'	W86° 37.5325'
C	1,298,308.5	512,859.1	N30.393036	W86.625780	N30° 23.5822'	W86° 37.5468'
D	1,297,969.8	512,888.8	N30.393101	W86.626856	N30° 23.5860'	W86° 37.6113'

BEACH ACCESS #4 PERMITTED LIMITS (FDEP)						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,301,056.7	513,781.1	N30.395712	W86.617119	N30° 23.7427'	W86° 37.0271'
B	1,301,026.4	513,192.5	N30.394092	W86.617181	N30° 23.6455'	W86° 37.0308'
C	1,301,226.2	513,182.2	N30.394074	W86.616547	N30° 23.6444'	W86° 36.9928'
D	1,301,256.5	513,770.8	N30.395694	W86.616485	N30° 23.7416'	W86° 36.9891'

BEACH ACCESS #2 PERMITTED LIMITS (FDEP)						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,303,834.3	513,447.5	N30.394936	W86.608292	N30° 23.6962'	W86° 36.4974'
B	1,304,169.1	513,388.4	N30.394791	W86.607226	N30° 23.6874'	W86° 36.4335'
C	1,303,979.5	512,315.0	N30.391830	W86.607765	N30° 23.5098'	W86° 36.4658'
D	1,303,644.7	512,374.1	N30.391976	W86.608830	N30° 23.5185'	W86° 36.5297'


BEASLEY PARK PERMITTED LIMITS (FDEP)						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,310,981.2	512,470.5	N30.392612	W86.585570	N30° 23.5567'	W86° 35.1342'
B	1,311,321.2	512,470.5	N30.392629	W86.584492	N30° 23.5577'	W86° 35.0695'
C	1,311,321.2	511,380.5	N30.389632	W86.584429	N30° 23.3779'	W86° 35.0657'
D	1,310,981.2	511,380.5	N30.389615	W86.585507	N30° 23.3769'	W86° 35.1304'

HENDERSON PARK WEST PERMITTED LIMITS (FDEP)						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,352,666.4	508,261.8	N30.383071	W86.453148	N30° 22.9843'	W86° 27.1888'
B	1,353,005.1	508,232.1	N30.383005	W86.452072	N30° 22.9803'	W86° 27.1243'
C	1,352,910.1	507,146.3	N30.380016	W86.452315	N30° 22.8009'	W86° 27.1388'
D	1,352,571.4	507,175.9	N30.380081	W86.453390	N30° 22.8049'	W86° 27.2034'

HENDERSON PARK EAST PERMITTED LIMITS (FDEP)						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,358,299.5	507,601.0	N30.381518	W86.435250	N30° 22.8911'	W86° 26.1150'
B	1,358,260.0	507,012.9	N30.379900	W86.435344	N30° 22.7940'	W86° 26.1206'
C	1,358,459.6	506,999.5	N30.379872	W86.434710	N30° 22.7923'	W86° 26.0826'
D	1,358,499.0	507,587.6	N30.381491	W86.434617	N30° 22.8895'	W86° 26.0770'

POMPANO STREET PERMITTED LIMITS (FDEP)						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,363,398.2	507,137.4	N30.380481	W86.419058	N30° 22.8289'	W86° 25.1434'
B	1,363,733.1	507,078.4	N30.380334	W86.417993	N30° 22.8201'	W86° 25.0795'
C	1,363,543.8	506,005.0	N30.377374	W86.418536	N30° 22.6425'	W86° 25.1121'
D	1,363,209.0	506,064.0	N30.377521	W86.419601	N30° 22.6513'	W86° 25.1760'

CRAB TRAP PERMITTED LIMITS (FDEP)						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,366,819.8	506,702.1	N30.379442	W86.408185	N30° 22.7665'	W86° 24.4911'
B	1,367,154.6	506,643.0	N30.379295	W86.407121	N30° 22.7577'	W86° 24.4272'
C	1,366,965.4	505,569.6	N30.376335	W86.407664	N30° 22.5801'	W86° 24.4598'
D	1,366,630.5	505,628.6	N30.376482	W86.408729	N30° 22.5889'	W86° 24.5237'



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
(850)-460-7040
10151 DEERWOOD PARK BLVD
BLDG 300, SUITE 300
JACKSONVILLE, FLORIDA 32256
(904)-731-7040
CERTIFICATE OF AUTHORIZATION # 4815

SEAL

DRAFT

MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE

**OKALOOSA COUNTY
NEARSHORE REEFS
FWC GRANT # 15155
OKALOOSA COUNTY, FLORIDA**

SUNSHINE STATE ONE CALL OF
FLORIDA
SUNSHINE 811 - ALWAYS CALL 811
BEFORE YOU DIG
1-800-638-4097

CHOCTAWHATCHEE BAY

EAST PASS TIDAL DATUM

Hwy 98

S.R. 283

BEACH ACCESS #2 REEF

BEASLEY PARK REEF

EAST PASS

FDEP RANGE MONUMENTS (TYP)

HENDERSON PARK WEST REEF

HENDERSON PARK EAST REEF

POMPANO STREET REEF

CRAB TRAP REEF

GULF OF MEXICO

~5.17 NM, ~3.96 NM, ~5.63 NM, ~6.11 NM, ~2.92 NM, ~3.84 NM, ~4.68 NM, ~5.25 NM

1" = 0.5 MILES

NO	ZONE	REVISIONS / SUBMISSIONS	DATE

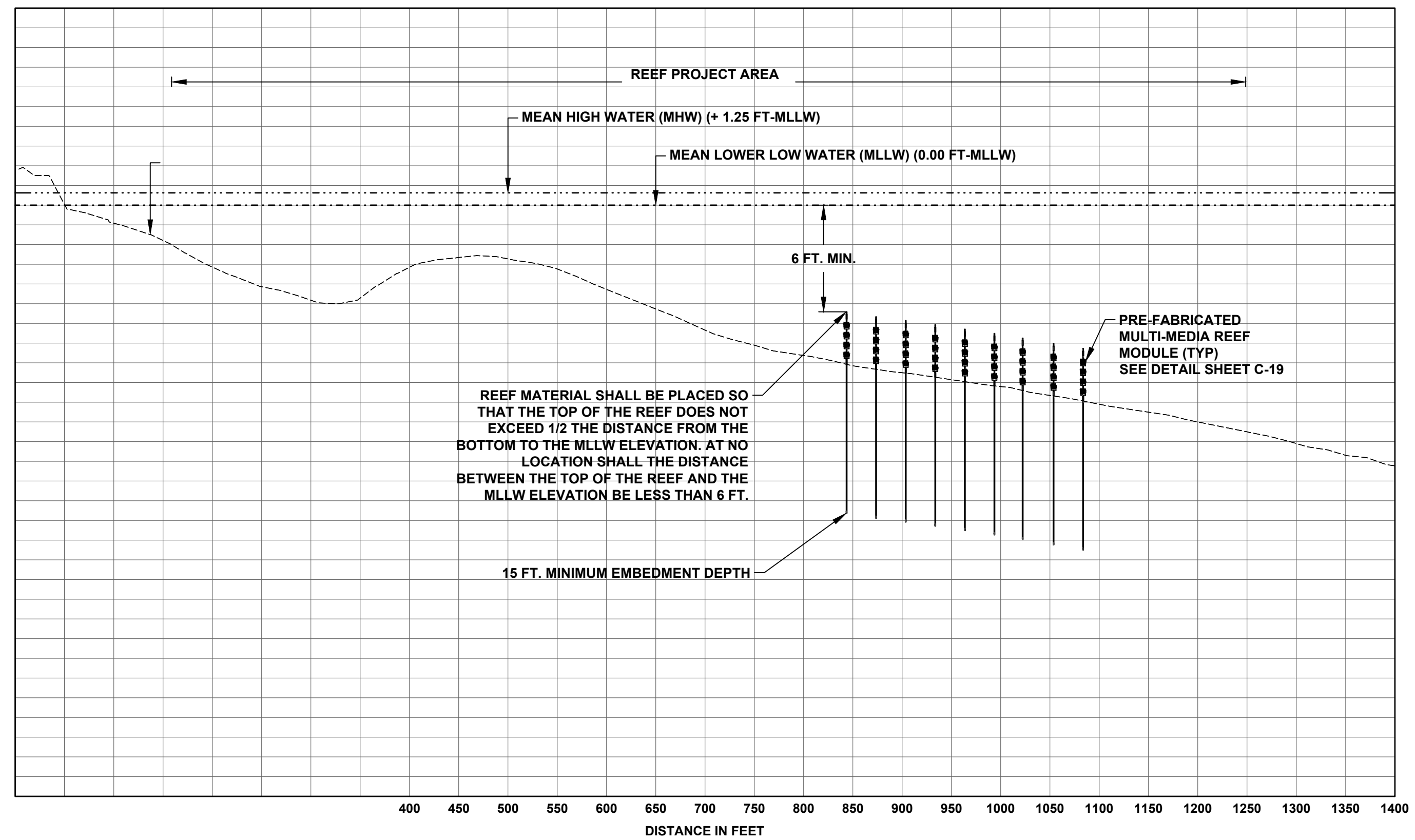
PROJECT NO	C2017-025
DATE	03-21-18
DESIGNED	DG/MT
DRAWN	CAS
CHECKED	DG
REVIEWED	MAT
SCALE	AS SHOWN

DRAWING TITLE

PROJECT OVERVIEW

C-2

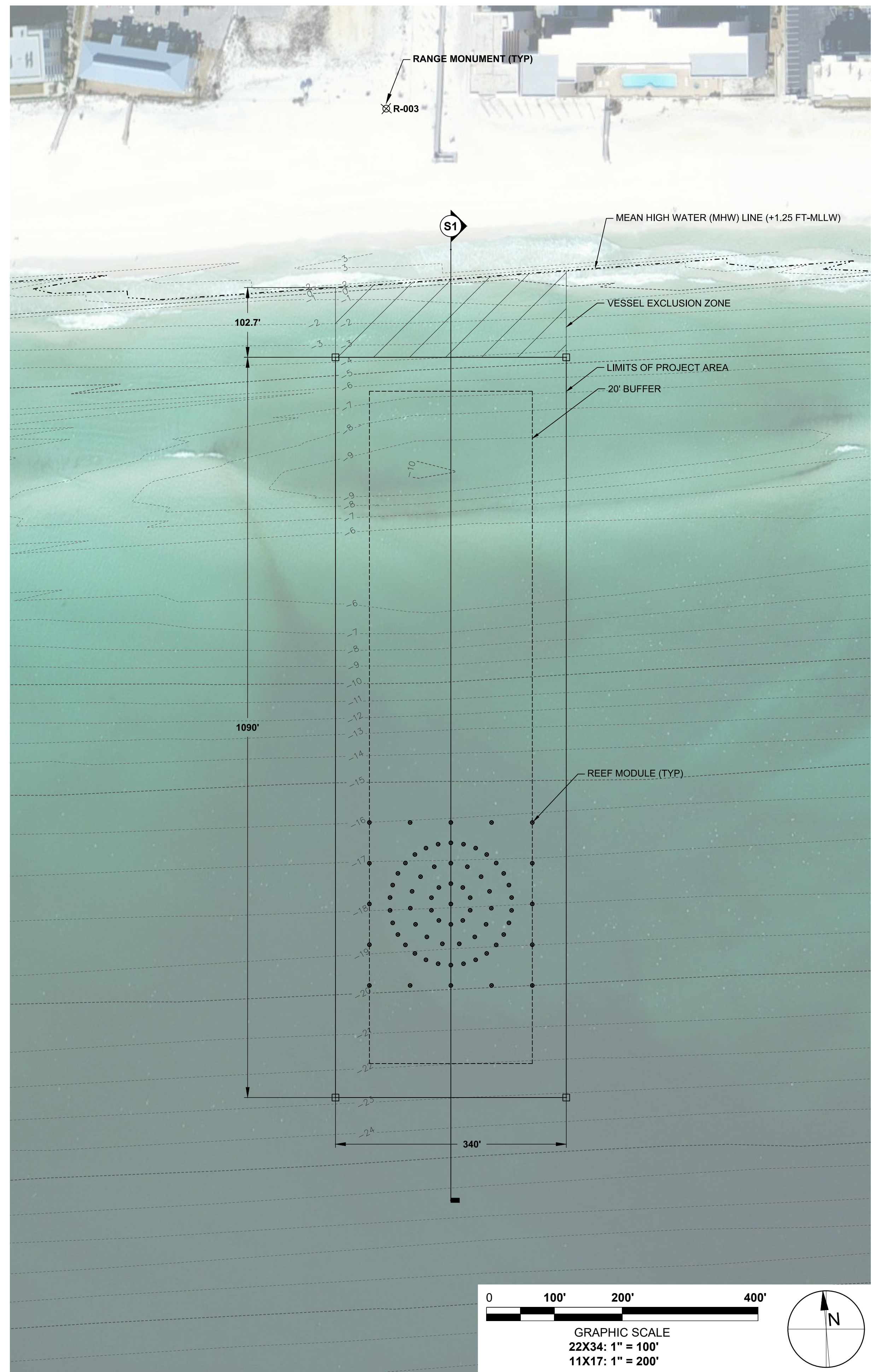
SHEET 2 OF 19



BEACH ACCESS #6 TYPICAL SECTION

22x34: 1" = 100'
 11x17: 1" = 200'
 V-SCALE: 1" = 10' (22X34)
 V-SCALE: 1" = 20' (11X17)

0 100' 200'




TAYLOR ENGINEERING INC.
 4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
 (850)-460-7040
 10151 DEERWOOD PARK BLVD
 BLDG 300, SUITE 300
 JACKSONVILLE, FLORIDA 32256
 (904)-731-7040
 CERTIFICATE OF AUTHORIZATION # 4815

SEAL

DRAFT

MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE

**OKALOOSA COUNTY
 NEARSHORE REEFS
 FWC GRANT # 15155
 OKALOOSA COUNTY, FLORIDA**

SUNSHINE STATE ONE CALL OF
 FLORIDA
 SUNSHINE 811 - ALWAYS CALL 811
 BEFORE YOU DIG
 1-800-638-4097

NO	ZONE	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	C2017-025
DATE	03-21-18
DESIGNED	DG/MT
DRAWN	CAS
CHECKED	DG
REVIEWED	MAT
SCALE	AS SHOWN

DRAWING TITLE

**BEACH ACCESS #6 REEF
 PLAN AND SECTION**

C-3

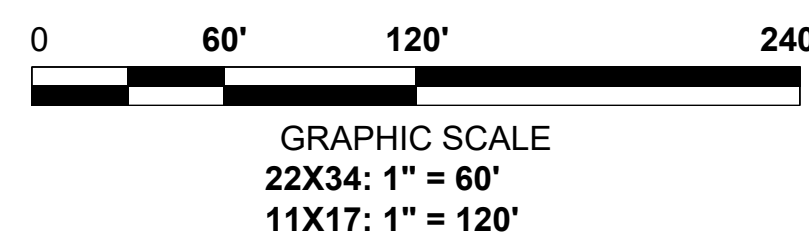
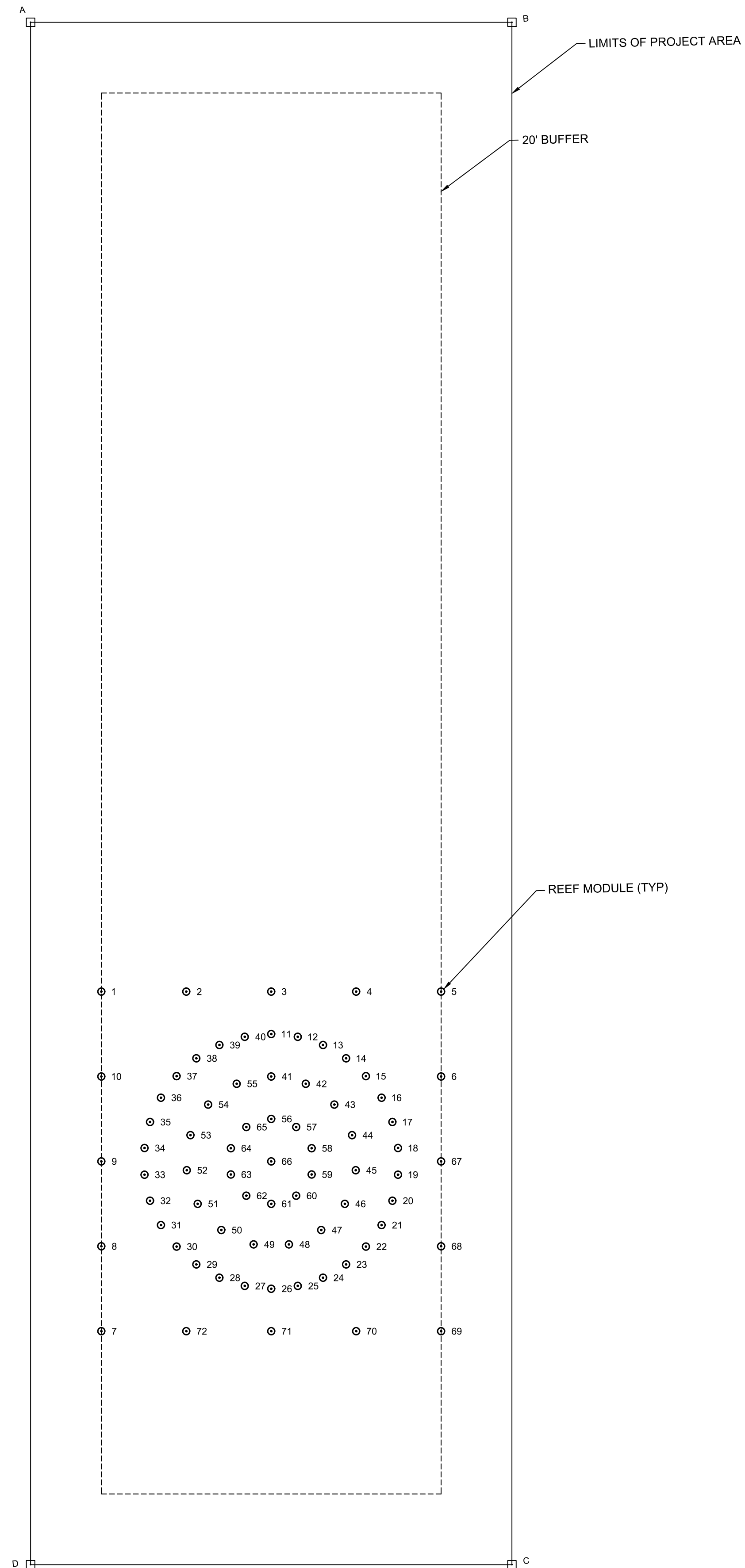
SHEET 3 OF 19

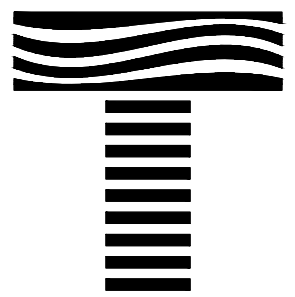
BEACH ACCESS #6 PERMITTED LIMITS (FDEP)						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,298,065.0	513,974.6	N30.396090	W86.626618	N30° 23.7654'	W86° 37.5971'
B	1,298,403.7	513,944.9	N30.396026	W86.625543	N30° 23.7616'	W86° 37.5325'
C	1,298,308.5	512,859.1	N30.393036	W86.625780	N30° 23.5822'	W86° 37.5468'
D	1,297,969.8	512,888.8	N30.393101	W86.626856	N30° 23.5860'	W86° 37.6113'

BEACH ACCESS #6 REEF MODULE DISC CONFIGURATION		
TYPE	QUANTITY	POINT ID
4 DISC MODULE	72	1-72

REEF TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
1	1,298,055.0	513,287.9	N30.394202	W86.626610	N30° 23.6521'	W86° 37.5965'
2	1,298,114.7	513,282.6	N30.394191	W86.626420	N30° 23.6514'	W86° 37.5851'
3	1,298,174.5	513,277.4	N30.394179	W86.626230	N30° 23.6507'	W86° 37.5737'
4	1,298,234.3	513,272.1	N30.394168	W86.626040	N30° 23.6500'	W86° 37.5624'
5	1,298,294.0	513,266.9	N30.394157	W86.625850	N30° 23.6493'	W86° 37.5510'
6	1,298,288.8	513,207.1	N30.393992	W86.625863	N30° 23.6395'	W86° 37.5518'
7	1,298,034.0	513,048.8	N30.393544	W86.626662	N30° 23.6126'	W86° 37.5997'
8	1,298,039.2	513,108.5	N30.393708	W86.626649	N30° 23.6224'	W86° 37.5989'
9	1,298,044.5	513,168.3	N30.393873	W86.626636	N30° 23.6323'	W86° 37.5981'
10	1,298,049.7	513,228.1	N30.394037	W86.626623	N30° 23.6422'	W86° 37.5973'
11	1,298,171.9	513,247.5	N30.394097	W86.626237	N30° 23.6458'	W86° 37.5741'
12	1,298,190.3	513,243.9	N30.394088	W86.626178	N30° 23.6452'	W86° 37.5706'
13	1,298,207.7	513,236.5	N30.394069	W86.626122	N30° 23.6441'	W86° 37.5673'
14	1,298,223.1	513,225.7	N30.394040	W86.626073	N30° 23.6423'	W86° 37.5643'
15	1,298,235.9	513,212.0	N30.394003	W86.626031	N30° 23.6401'	W86° 37.5618'
16	1,298,245.6	513,195.8	N30.393959	W86.626000	N30° 23.6375'	W86° 37.5599'
17	1,298,251.7	513,178.0	N30.393910	W86.625979	N30° 23.6346'	W86° 37.5587'
18	1,298,254.0	513,159.4	N30.393859	W86.625971	N30° 23.6315'	W86° 37.5582'
19	1,298,252.4	513,140.6	N30.393807	W86.625975	N30° 23.6284'	W86° 37.5585'
20	1,298,246.8	513,122.6	N30.393758	W86.625991	N30° 23.6254'	W86° 37.5594'
21	1,298,237.7	513,106.2	N30.393712	W86.626019	N30° 23.6227'	W86° 37.5611'
22	1,298,225.4	513,092.0	N30.393672	W86.626058	N30° 23.6203'	W86° 37.5634'
23	1,298,210.3	513,080.7	N30.393640	W86.626105	N30° 23.6184'	W86° 37.5662'
24	1,298,193.3	513,072.7	N30.393618	W86.626158	N30° 23.6170'	W86° 37.5694'
25	1,298,175.0	513,068.5	N30.393605	W86.626216	N30° 23.6163'	W86° 37.5729'
26	1,298,156.1	513,068.2	N30.393603	W86.626276	N30° 23.6161'	W86° 37.5765'
27	1,298,137.7	513,071.8	N30.393612	W86.626335	N30° 23.6167'	W86° 37.5800'
28	1,298,120.4	513,079.1	N30.393632	W86.626390	N30° 23.6178'	W86° 37.5833'
29	1,298,105.0	513,089.9	N30.393660	W86.626439	N30° 23.6196'	W86° 37.5863'
30	1,298,092.1	513,103.7	N30.393698	W86.626481	N30° 23.6218'	W86° 37.5888'
31	1,298,082.4	513,119.8	N30.393741	W86.626513	N30° 23.6244'	W86° 37.5907'
32	1,298,076.3	513,137.6	N30.393790	W86.626533	N30° 23.6274'	W86° 37.5919'
33	1,298,074.0	513,156.3	N30.393841	W86.626541	N30° 23.6304'	W86° 37.5924'
34	1,298,075.7	513,175.0	N30.393893	W86.626537	N30° 23.6335'	W86° 37.5922'
35	1,298,081.2	513,193.0	N30.393943	W86.626521	N30° 23.6365'	W86° 37.5912'
36	1,298,090.3	513,209.5	N30.393988	W86.626493	N30° 23.6392'	W86° 37.5895'
37	1,298,102.6	513,223.7	N30.394028	W86.626455	N30° 23.6416'	W86° 37.5872'
38	1,298,117.7	513,235.0	N30.394060	W86.626408	N30° 23.6435'	W86° 37.5844'
39	1,298,134.7	513,242.9	N30.394083	W86.626354	N30° 23.6449'	W86° 37.5812'
40	1,298,153.1	513,247.2	N30.394095	W86.626296	N30° 23.6457'	W86° 37.5777'
41	1,298,169.3	513,217.6	N30.394015	W86.626243	N30° 23.6408'	W86° 37.5745'
42	1,298,193.1	513,210.3	N30.393996	W86.626167	N30° 23.6397'	W86° 37.5700'
43	1,298,211.9	513,193.9	N30.393952	W86.626106	N30° 23.6371'	W86° 37.5663'
44	1,298,222.5	513,171.3	N30.393890	W86.626072	N30° 23.6334'	W86° 37.5642'
45	1,298,222.9	513,146.4	N30.393822	W86.626069	N30° 23.6292'	W86° 37.5641'
46	1,298,213.2	513,123.4	N30.393758	W86.626098	N30° 23.6254'	W86° 37.5658'
47	1,298,194.9	513,106.4	N30.393710	W86.626155	N30° 23.6226'	W86° 37.5693'
48	1,298,171.3	513,098.3	N30.393687	W86.626230	N30° 23.6212'	W86° 37.5737'
49	1,298,146.5	513,100.5	N30.393692	W86.626308	N30° 23.6214'	W86° 37.5785'
50	1,298,124.6	513,112.6	N30.393724	W86.626378	N30° 23.6234'	W86° 37.5827'

REEF TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
51	1,298,109.6	513,132.5	N30.393778	W86.626427	N30° 23.6266'	W86° 37.5856'
52	1,298,104.0	513,156.8	N30.393844	W86.626446	N30° 23.6306'	W86° 37.5867'
53	1,298,108.8	513,181.3	N30.393912	W86.626433	N30° 23.6347'	W86° 37.5859'
54	1,298,123.1	513,201.7	N30.393969	W86.626388	N30° 23.6381'	W86° 37.5833'
55	1,298,144.5	513,214.6	N30.394005	W86.626321	N30° 23.6403'	W86° 37.5792'
56	1,298,166.6	513,187.7	N30.393992	W86.626250	N30° 23.6359'	W86° 37.5749'
57	1,298,183.7	513,180.5	N30.393913	W86.626195	N30° 23.6348'	W86° 37.5717'
58	1,298,193.2	513,164.6	N30.393870	W86.626164	N30° 23.6322'	W86° 37.5698'
59	1,298,191.6	513,146.1	N30.393819	W86.626168	N30° 23.6291'	W86° 37.5700'
60	1,298,179.5	513,132.1	N30.393780	W86.626206	N30° 23.6268'	W86° 37.5723'
61	1,298,161.4	513,127.9	N30.393768	W86.626263	N30° 23.6260'	W86° 37.5757'
62	1,298,144.3	513,135.2	N30.393787	W86.626317	N30° 23.6272'	W86° 37.5790'
63	1,298,134.8	513,151.1	N30.393830	W86.626348	N30° 23.6298'	W86° 37.5809'
64	1,298,136.4	513,169.6	N30.393881	W86.626344	N30° 23.6328'	W86° 37.5806'
65	1,298,148.6	513,183.5	N30.393920	W86.626307	N30° 23.6352'	W86° 37.5784'
66	1,298,164.0	513,157.8	N30.393850	W86.626256	N30° 23.6310'	W86° 37.5753'
67	1,298,283.6	513,147.3	N30.393827	W86.625876	N30° 23.6296'	W86° 37.5525'
68	1,298,278.3	513,087.6	N30.393663	W86.625890	N30° 23.6197'	W86° 37.5533'
69	1,298,273.1	513,027.8	N30.393498	W86.625903	N30° 23.6098'	W86° 37.5541'
70	1,298,213.3	513,033.0	N30.393510	W86.626093	N30° 23.6105'	W86° 37.5655'
71	1,298,153.5	513,038.3	N30.393521	W86.626282	N30° 23.6112'	W86° 37.5769'
72	1,298,093.8	513,043.5	N30.393532	W86.626472	N30° 23.6119'	W86° 37.5883'





TAYLOR ENGINEERING INC.
 4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
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 10151 DEERWOOD PARK BLVD
 BLDG 300, SUITE 300
 JACKSONVILLE, FLORIDA 32256
 (904)-731-7040
CERTIFICATE OF AUTHORIZATION # 4815

DRAFT

MATTHEW TRAMMELL P.E. # 69244

PROJECT TITLE

**OKALOOSA COUNTY
NEARSHORE REEFS
FWC GRANT # 15155
OKALOOSA COUNTY, FLORIDA**

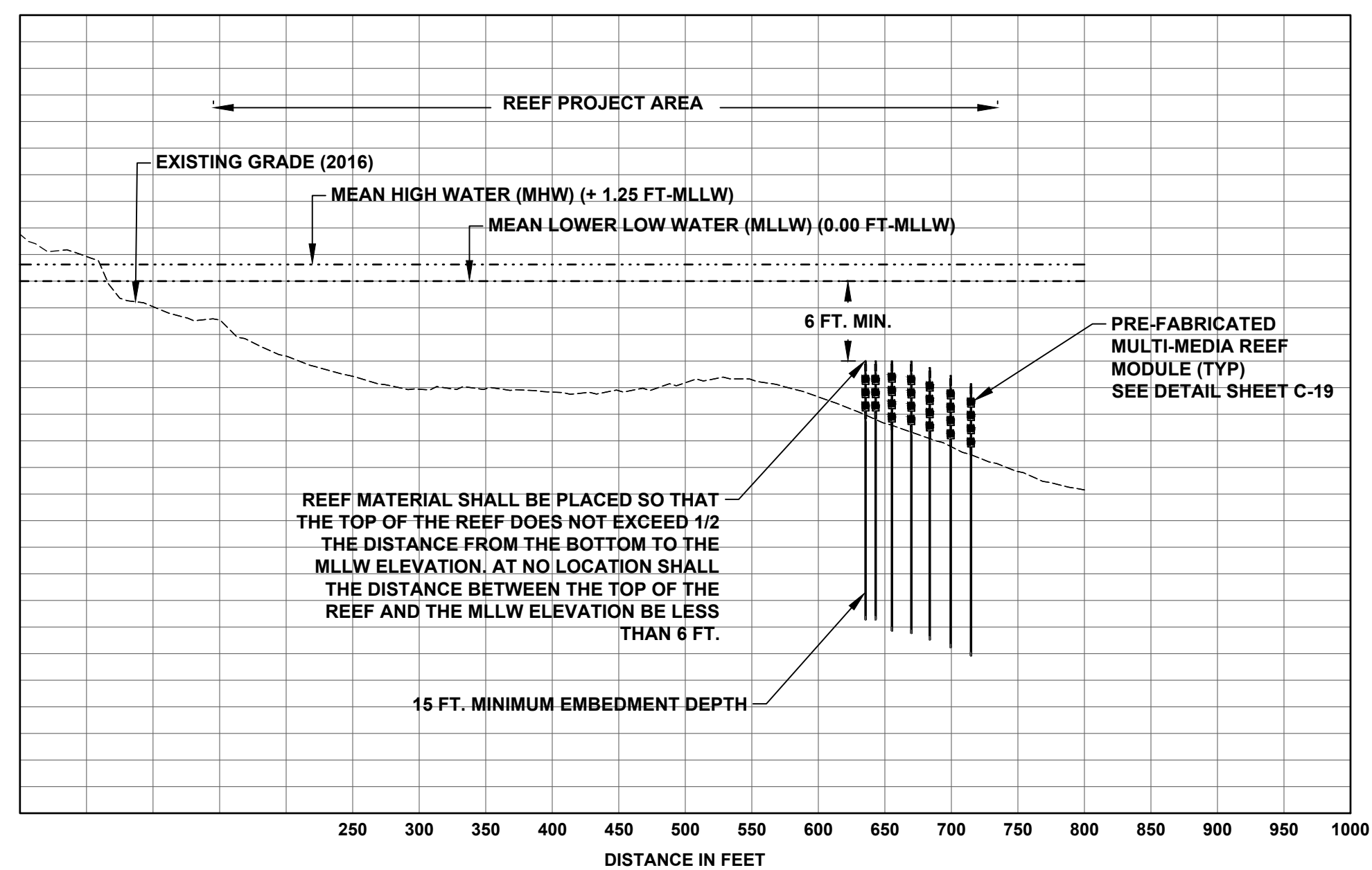
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FLORIDA
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NO	ZONE	REVISIONS / SUBMISSIONS	DATE

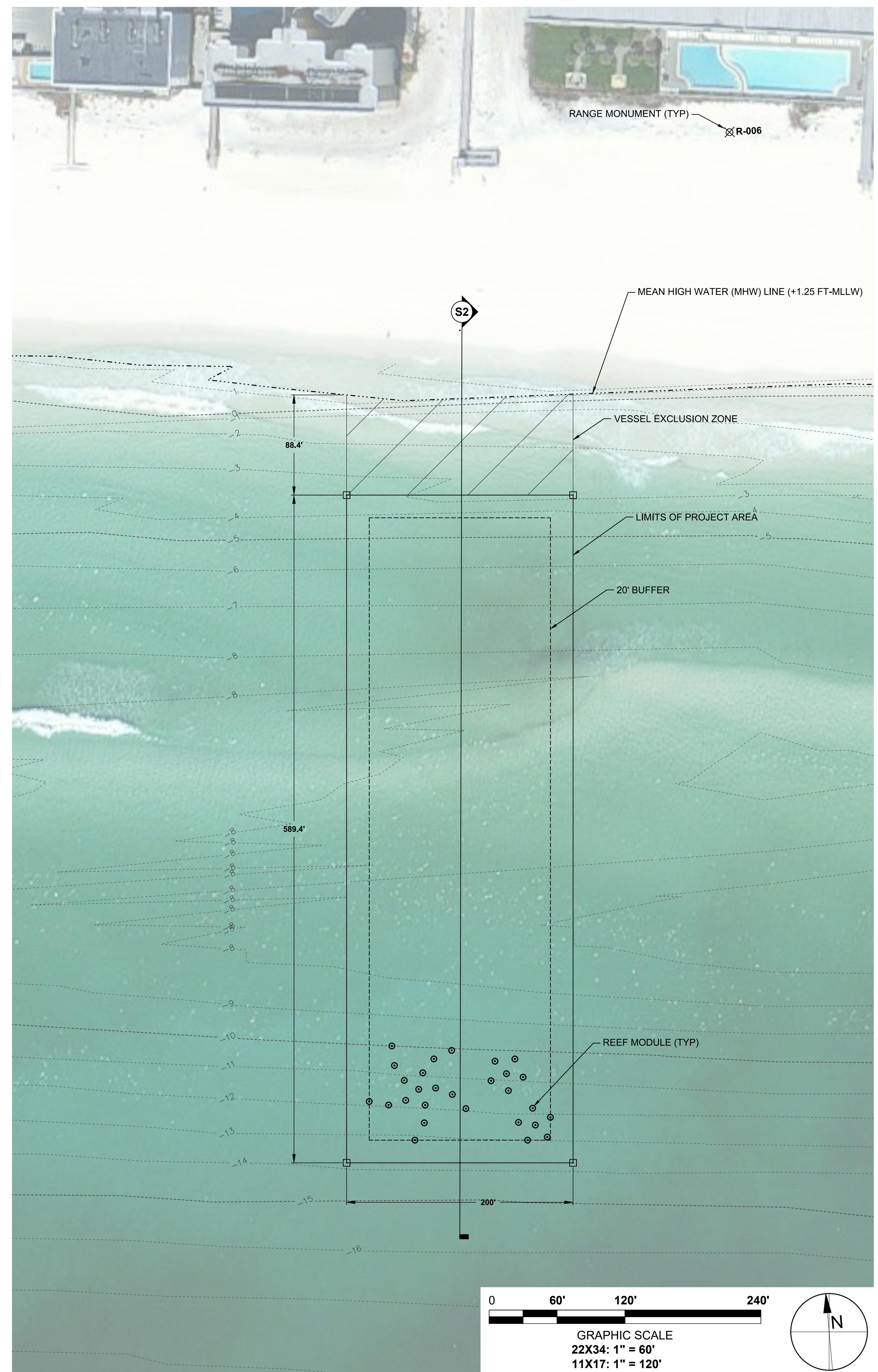
PROJECT NO	C2017-025
DATE	03-21-18
DESIGNED	DG/MT
DRAWN	CAS
CHECKED	DG
REVIEWED	MAT
SCALE	AS SHOWN

**BEACH ACCESS #6 REEF
DEPLOYMENT PLAN**

C-4
SHEET 4 OF 19



BEACH ACCESS #4 TYPICAL SECTION
 22x34: 1" = 100'
 11x17: 1" = 200'
 V-SCALE: 1" = 10' (22X34)
 V-SCALE: 1" = 20' (11X17)



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 CERTIFICATE OF AUTHORIZATION # 4815

SEAL

DRAFT

MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE

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 FWC GRANT # 15155
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NO		ZONE		REVISIONS / SUBMISSIONS		DATE	

PROJECT NO	C2017-025
DATE	03-21-18
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DRAWN	CAS
CHECKED	DG
REVIEWED	MAT
SCALE	AS SHOWN

DRAWING TITLE

**BEACH ACCESS #4 REEF
 PLAN AND SECTION**

C-5

SHEET 5 OF 19

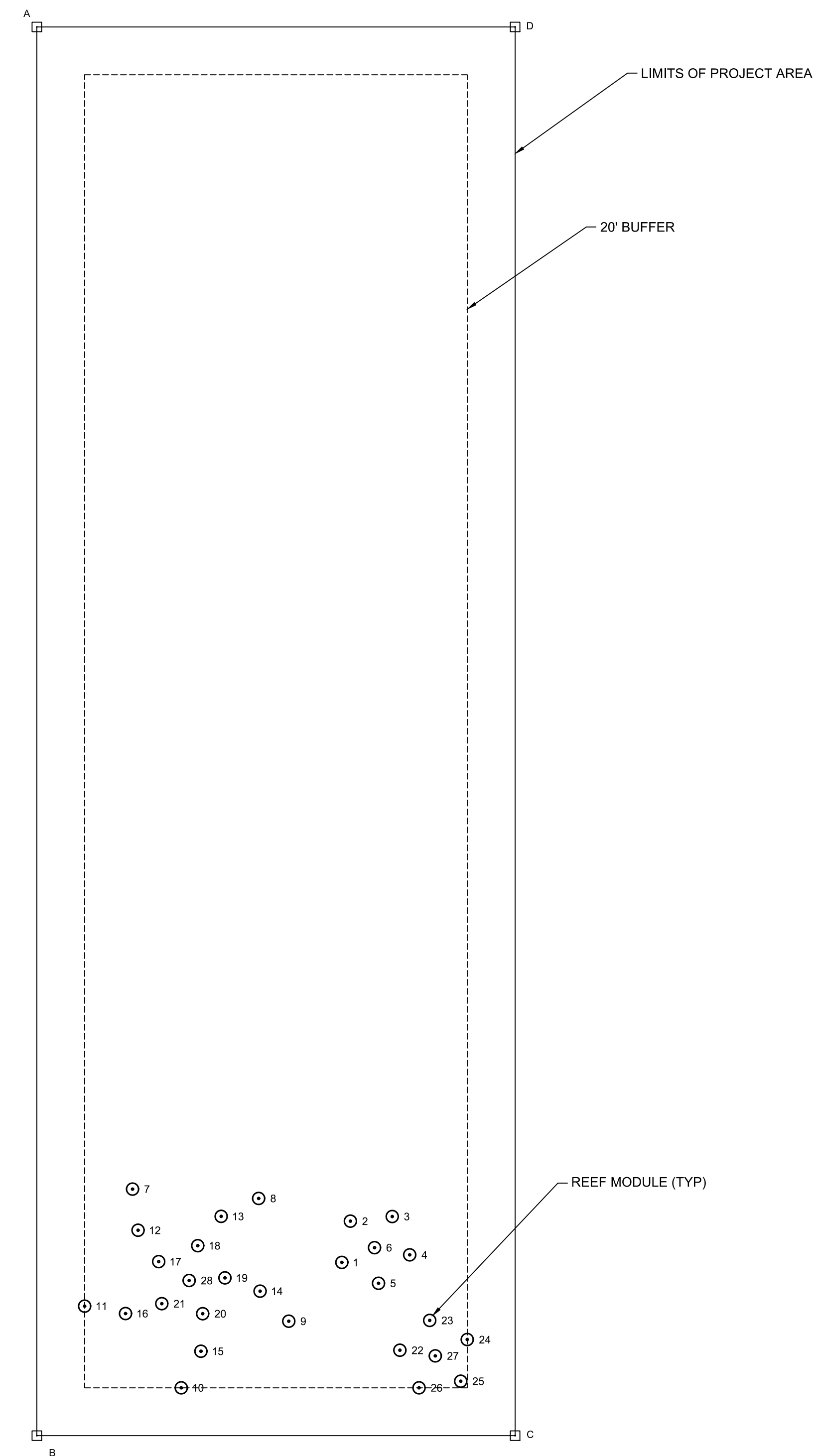
BEACH ACCESS #4
PERMITTED LIMITS (FDEP)

LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
W86.617119	N30° 23.7427'	W86° 37.0271'
W86.617181	N30° 23.6455'	W86° 37.0308'
W86.616547	N30° 23.6444'	W86° 36.9928'
W86.616485	N30° 23.7416'	W86° 36.9891'

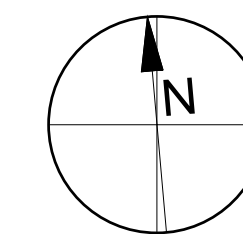
BEACH ACCESS #4
REEF MODULE DISC CONFIGURATION

TYPE	QUANTITY	POINT ID
3 DISC MODULE	6	2-3, 7-8, 12-13
4 DISC MODULE	22	1, 4-6, 9-11, 14-28

LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
W86.616769	N30° 23.6567'	W86° 37.0061'
W86.616756	N30° 23.6596'	W86° 37.0053'
W86.616700	N30° 23.6598'	W86° 37.0020'
W86.616679	N30° 23.6571'	W86° 37.0007'
W86.616721	N30° 23.6552'	W86° 37.0032'
W86.616725	N30° 23.6577'	W86° 37.0035'
W86.617043	N30° 23.6623'	W86° 37.0225'
W86.616876	N30° 23.6613'	W86° 37.0125'
W86.616842	N30° 23.6528'	W86° 37.0105'
W86.616987	N30° 23.6484'	W86° 37.0192'
W86.617112	N30° 23.6543'	W86° 37.0267'
W86.617038	N30° 23.6594'	W86° 37.0222'
W86.616927	N30° 23.6602'	W86° 37.0156'
W86.616879	N30° 23.6549'	W86° 37.0127'
W86.616960	N30° 23.6509'	W86° 37.0175'
W86.617058	N30° 23.6537'	W86° 37.0234'
W86.617012	N30° 23.6572'	W86° 37.0207'
W86.616959	N30° 23.6582'	W86° 37.0175'
W86.616925	N30° 23.6559'	W86° 37.0154'
W86.616956	N30° 23.6535'	W86° 37.0173'
W86.617010	N30° 23.6543'	W86° 37.0205'
W86.616696	N30° 23.6505'	W86° 37.0017'
W86.616655	N30° 23.6525'	W86° 36.9993'
W86.616606	N30° 23.6511'	W86° 36.9963'
W86.616617	N30° 23.6483'	W86° 36.9970'
W86.616672	N30° 23.6479'	W86° 37.0003'
W86.616649	N30° 23.6501'	W86° 36.9989'
W86.616972	N30° 23.6558'	W86° 37.0183'



GRAPHIC SCALE
22X34: 1" = 40'
11X17: 1" = 80'



TAYLOR ENGINEERING INC.
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DRAFT

MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE

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NEARSHORE REEFS
FWC GRANT # 15155
OKALOOSA COUNTY, FLORIDA**

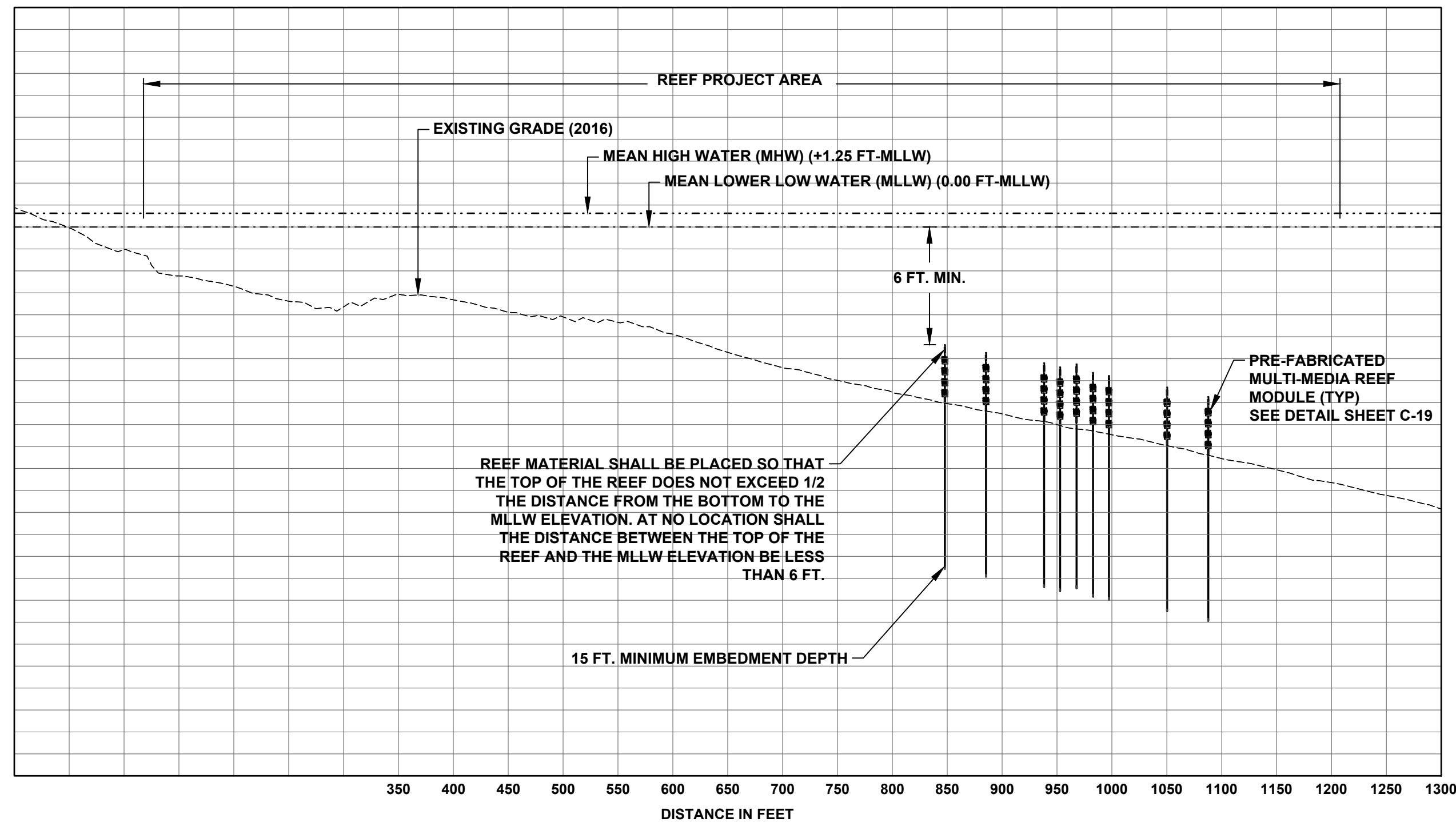
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					DATE		
					NO.	ZONE	REVISIONS / SUBMISSIONS

PROJECT NO	C2017-025
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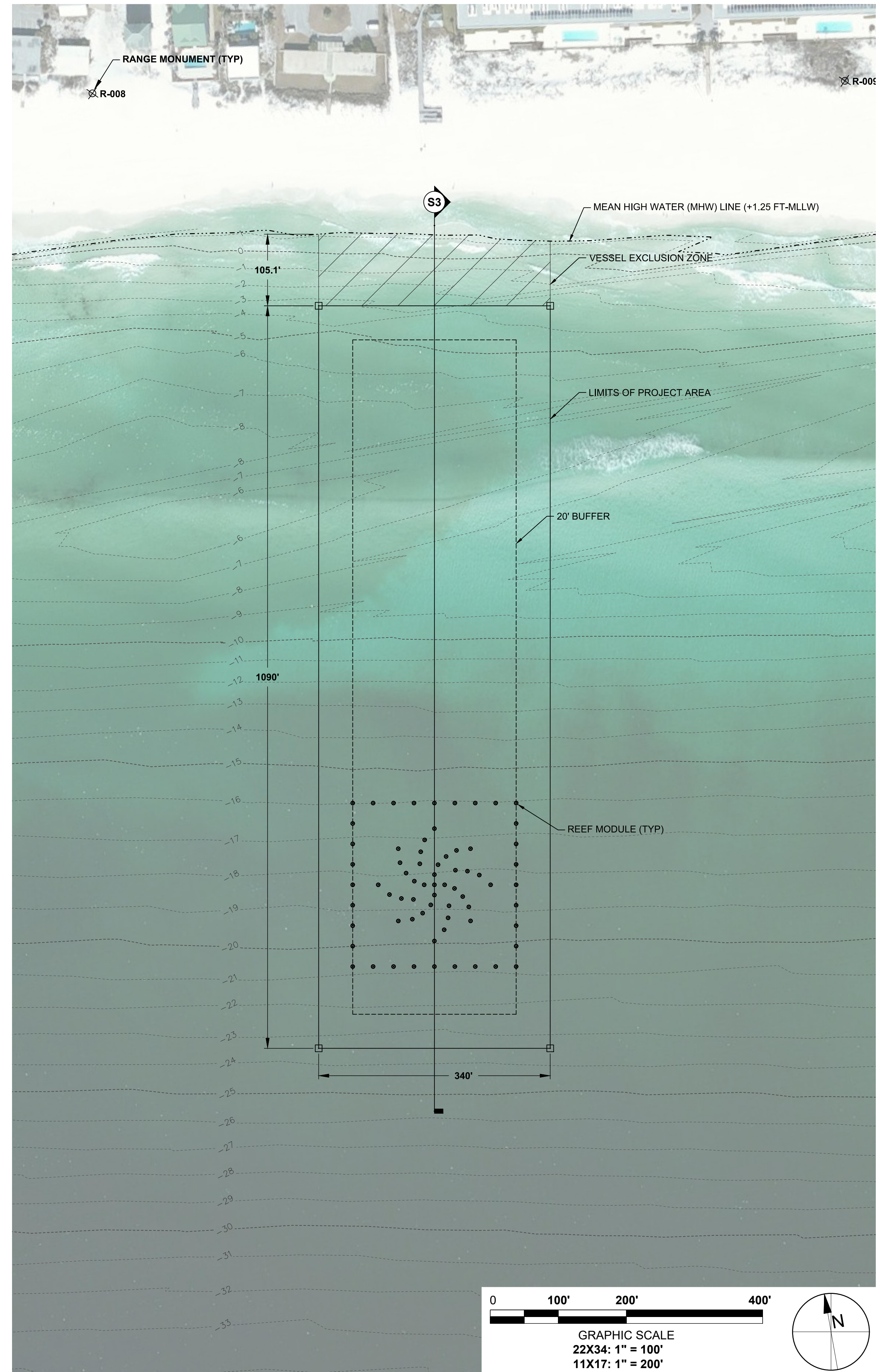
DRAWING TITLE

**BEACH ACCESS #4 REEF
DEPLOYMENT PLAN**



BEACH ACCESS #2 TYPICAL SECTION

22x34: 1" = 100'
 11x17: 1" = 200'
 V-SCALE: 1" = 10' (22X34)
 V-SCALE: 1" = 20' (11X17)



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 NEARSHORE REEFS
 FWC GRANT # 15155
 OKALOOSA COUNTY, FLORIDA**

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PROJECT NO	C2017-025
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SCALE	AS SHOWN

DRAWING TITLE

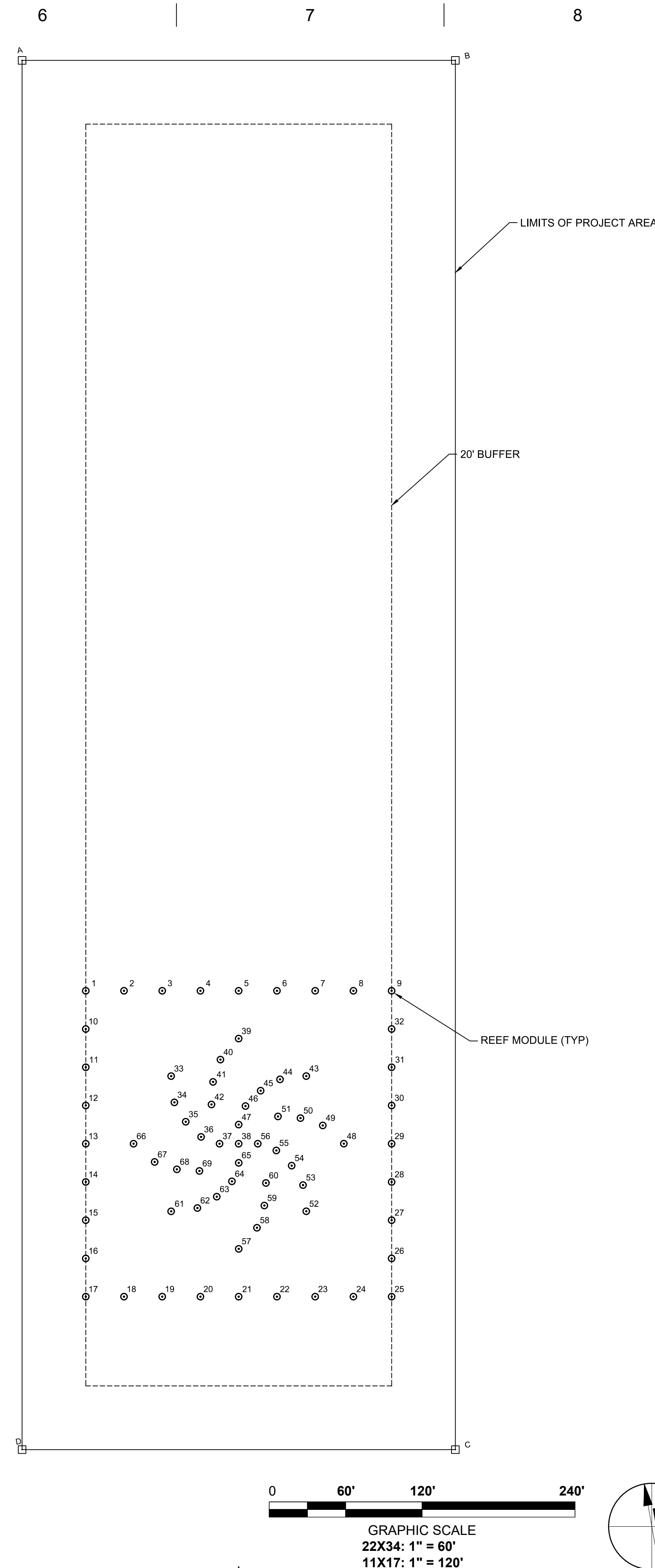
**BEACH ACCESS #2 REEF
 PLAN AND SECTION**

BEACH ACCESS #2
PERMITTED LIMITS (FDEP)

LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
W86.608292	N30° 23.6962'	W86° 36.4974'
W86.607226	N30° 23.6874'	W86° 36.4335'
W86.607765	N30° 23.5098'	W86° 36.4658'
W86.608830	N30° 23.5185'	W86° 36.5297'

BEACH ACCESS #2 REEF MODULE DISC CONFIGURATION		
TYPE	QUANTITY	POINT ID
4 DISC MODULE	69	1-69

REEF TABLE									
LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)	POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
W86.608495	N30° 23.5759'	W86° 36.5097'	51	1,303,887.9	512,596.6	N30.392600	W86.608072	N30° 23.5559'	W86° 36.4842'
W86.608401	N30° 23.5751'	W86° 36.5040'	52	1,303,896.9	512,519.5	N30.392388	W86.608039	N30° 23.5432'	W86° 36.4823'
W86.608307	N30° 23.5743'	W86° 36.4984'	53	1,303,897.9	512,540.2	N30.392445	W86.608037	N30° 23.5466'	W86° 36.4821'
W86.608213	N30° 23.5736'	W86° 36.4928'	54	1,303,891.8	512,556.7	N30.392490	W86.608057	N30° 23.5494'	W86° 36.4834'
W86.608119	N30° 23.5728'	W86° 36.4871'	55	1,303,882.0	512,570.5	N30.392528	W86.608089	N30° 23.5516'	W86° 36.4853'
W86.608025	N30° 23.5720'	W86° 36.4815'	56	1,303,868.6	512,578.3	N30.392548	W86.608132	N30° 23.5528'	W86° 36.4879'
W86.607931	N30° 23.5712'	W86° 36.4758'	57	1,303,839.5	512,499.7	N30.392331	W86.608219	N30° 23.5398'	W86° 36.4931'
W86.607837	N30° 23.5705'	W86° 36.4702'	58	1,303,856.5	512,513.5	N30.392369	W86.608166	N30° 23.5421'	W86° 36.4899'
W86.607743	N30° 23.5697'	W86° 36.4646'	59	1,303,865.2	512,529.7	N30.392414	W86.608140	N30° 23.5448'	W86° 36.4883'
W86.608510	N30° 23.5710'	W86° 36.5106'	60	1,303,869.6	512,546.9	N30.392462	W86.608127	N30° 23.5477'	W86° 36.4876'
W86.608525	N30° 23.5661'	W86° 36.5115'	61	1,303,792.4	512,537.9	N30.392433	W86.608371	N30° 23.5459'	W86° 36.5022'
W86.608540	N30° 23.5612'	W86° 36.5123'	62	1,303,813.1	512,536.9	N30.392431	W86.608305	N30° 23.5458'	W86° 36.4983'
W86.608555	N30° 23.5563'	W86° 36.5132'	63	1,303,829.7	512,543.0	N30.392449	W86.608253	N30° 23.5469'	W86° 36.4951'
W86.608569	N30° 23.5514'	W86° 36.5141'	64	1,303,843.5	512,552.8	N30.392477	W86.608210	N30° 23.5486'	W86° 36.4925'
W86.608584	N30° 23.5465'	W86° 36.5150'	65	1,303,851.3	512,566.1	N30.392514	W86.608186	N30° 23.5508'	W86° 36.4911'
W86.608599	N30° 23.5416'	W86° 36.5159'	66	1,303,772.6	512,595.2	N30.392590	W86.608437	N30° 23.5553'	W86° 36.5062'
W86.608614	N30° 23.5368'	W86° 36.5168'	67	1,303,786.4	512,578.3	N30.392544	W86.608392	N30° 23.5526'	W86° 36.5035'
W86.608520	N30° 23.5360'	W86° 36.5111'	68	1,303,802.6	512,569.6	N30.392521	W86.608341	N30° 23.5512'	W86° 36.5004'
W86.608426	N30° 23.5352'	W86° 36.5055'	69	1,303,819.8	512,565.2	N30.392510	W86.608286	N30° 23.5505'	W86° 36.4971'
W86.608332	N30° 23.5344'	W86° 36.4999'							
W86.608238	N30° 23.5337'	W86° 36.4942'							
W86.608144	N30° 23.5329'	W86° 36.4886'							
W86.608050	N30° 23.5321'	W86° 36.4829'							
W86.607956	N30° 23.5314'	W86° 36.4773'							
W86.607862	N30° 23.5306'	W86° 36.4717'							
W86.607847	N30° 23.5355'	W86° 36.4708'							
W86.607832	N30° 23.5404'	W86° 36.4699'							
W86.607818	N30° 23.5453'	W86° 36.4690'							
W86.607803	N30° 23.5501'	W86° 36.4681'							
W86.607788	N30° 23.5550'	W86° 36.4672'							
W86.607773	N30° 23.5599'	W86° 36.4663'							
W86.607758	N30° 23.5648'	W86° 36.4654'							
W86.608319	N30° 23.5632'	W86° 36.4699'							
W86.608321	N30° 23.5598'	W86° 36.4992'							
W86.608300	N30° 23.5571'	W86° 36.4980'							
W86.608269	N30° 23.5549'	W86° 36.4961'							
W86.608226	N30° 23.5536'	W86° 36.4935'							
W86.608179	N30° 23.5532'	W86° 36.4907'							
W86.608138	N30° 23.5667'	W86° 36.4882'							
W86.608191	N30° 23.5643'	W86° 36.4914'							
W86.608218	N30° 23.5616'	W86° 36.4930'							
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W86.607986	N30° 23.5605'	W86° 36.4791'							
W86.608052	N30° 23.5606'	W86° 36.4831'							
W86.608104	N30° 23.5596'	W86° 36.4862'							
W86.608147	N30° 23.5579'	W86° 36.4888'							
W86.608171	N30° 23.5557'	W86° 36.4902'							
W86.607920	N30° 23.5511'	W86° 36.4752'							
W86.607965	N30° 23.5539'	W86° 36.4778'							
W86.608017	N30° 23.5553'	W86° 36.4810'							



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
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CERTIFICATE OF AUTHORIZATION # 4815

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DRAFT
MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE
**OKALOOSA COUNTY
NEARSHORE REEFS
FWC GRANT # 15155
OKALOOSA COUNTY, FLORIDA**

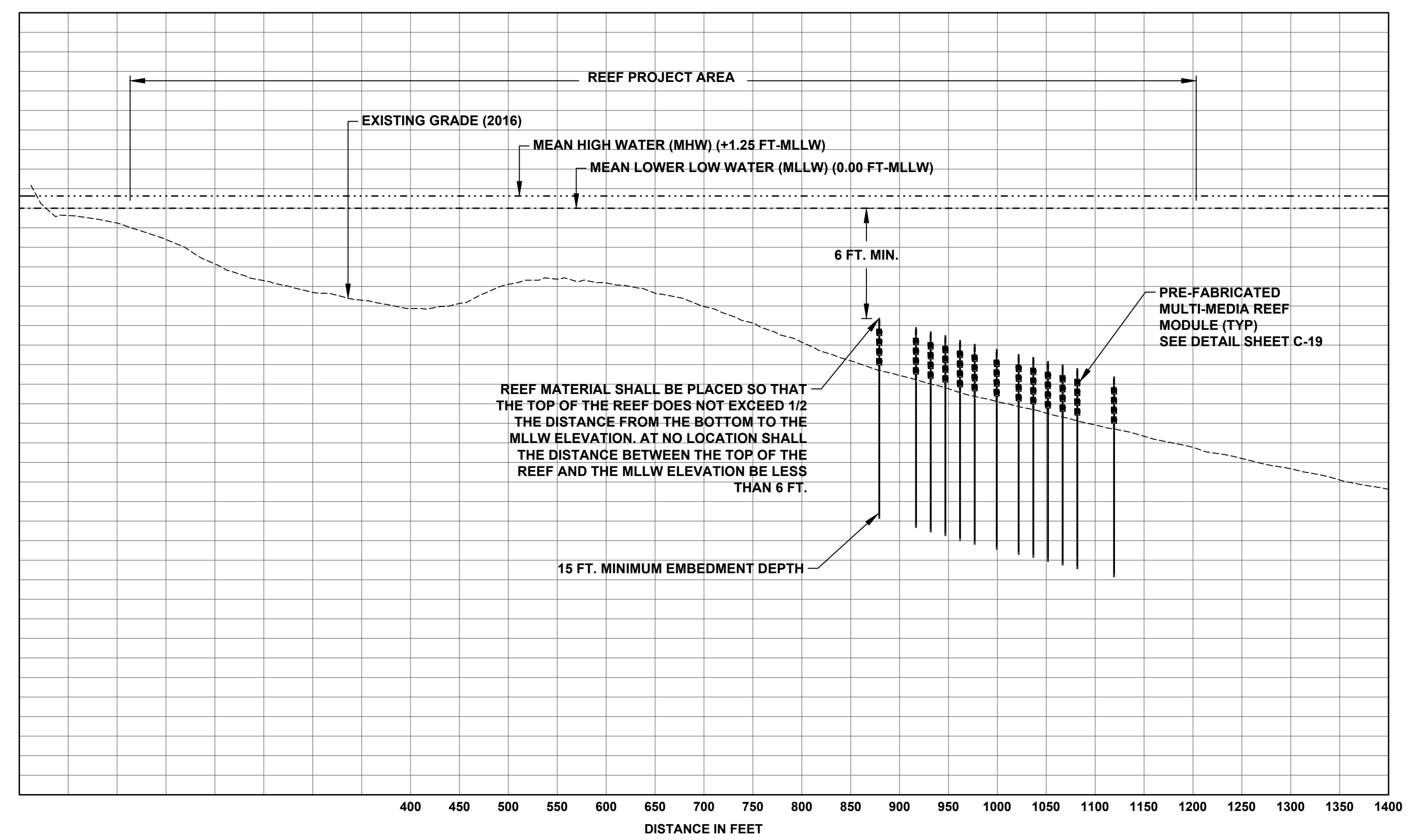
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NO	ZONE	REVISIONS / SUBMISSIONS	DATE

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DRAWN	CAS
CHECKED	DG
REVIEWED	MAT
SCALE	AS SHOWN

DRAWING TITLE
**BEACH ACCESS #2 REEF
DEPLOYMENT PLAN**

C-8
SHEET 8 OF 19



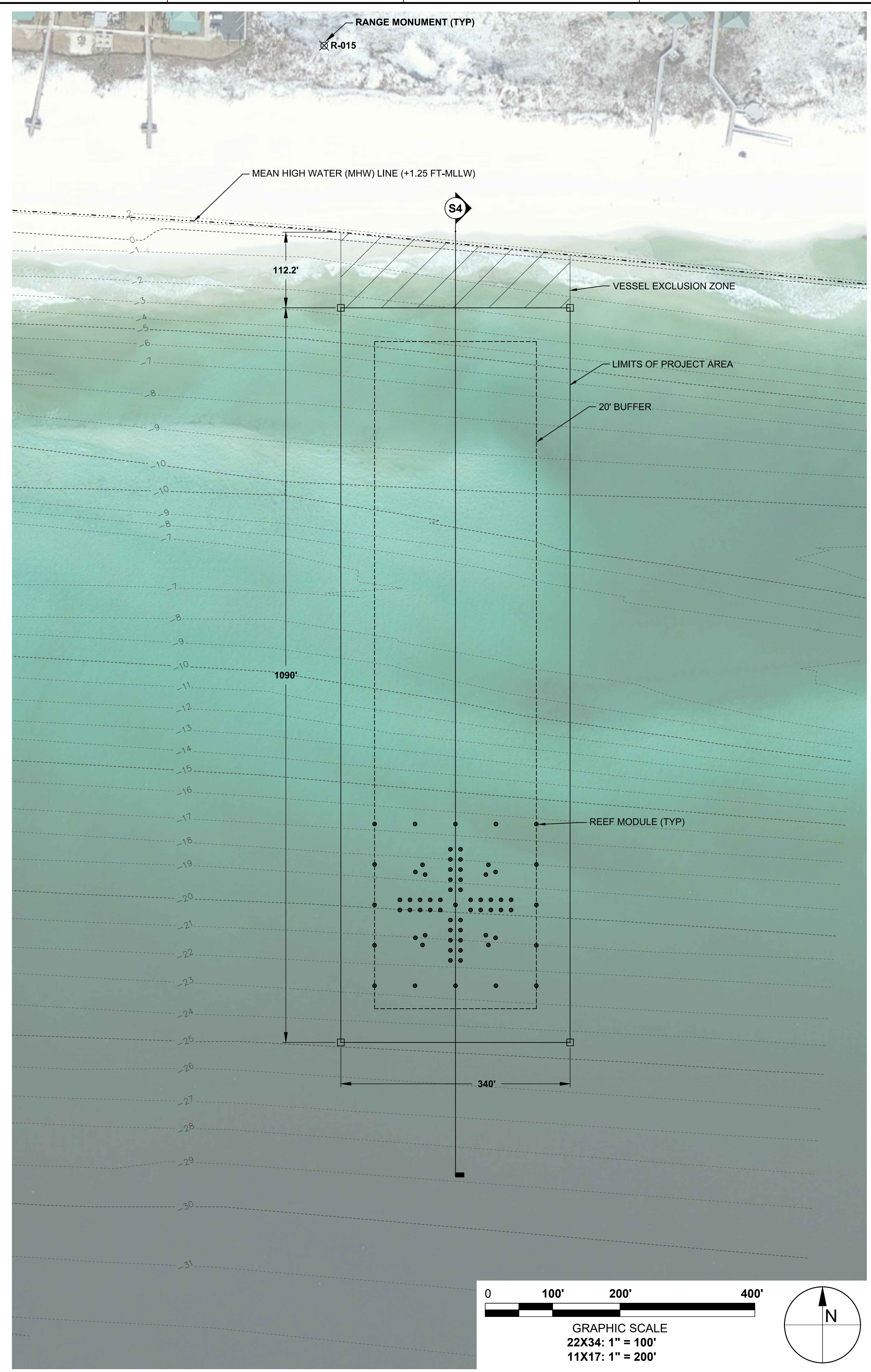
S4
C-9

BEASLEY PARK TYPICAL SECTION

22x34: 1" = 100'
11x17: 1" = 200'

V-SCALE: 1" = 10' (22X34)
V-SCALE: 1" = 20' (11X17)

0 100' 200'



Taylor Engineering Inc.
4300 LEGENDARY DRIVE
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PROJECT TITLE

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DRAWING TITLE

**BEASLEY PARK REEF PLAN
AND SECTION**

C-9

SHEET 9 OF 19

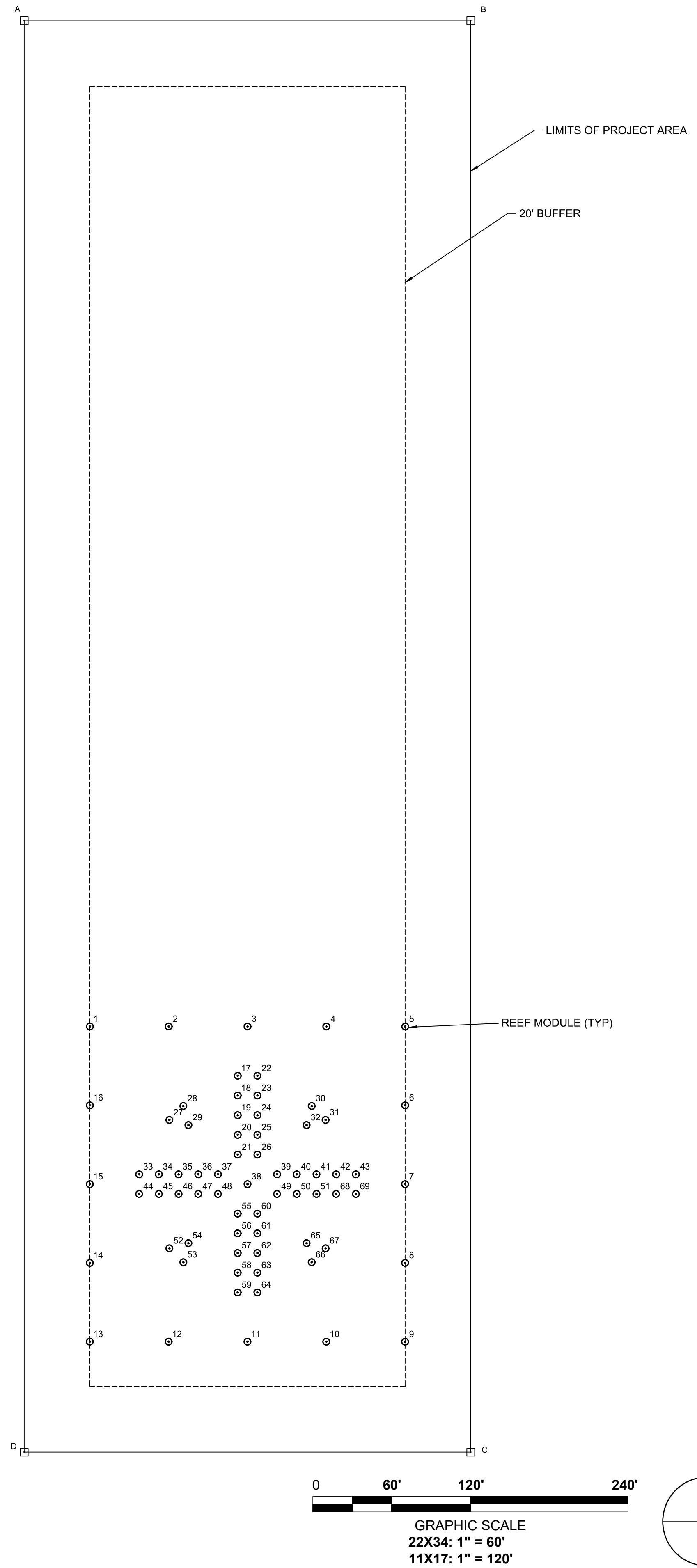
BEASLEY PARK
PERMITTED LIMITS (FDEP)

LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
W86.585570	N30° 23.5567'	W86° 35.1342'
W86.584492	N30° 23.5577'	W86° 35.0695'
W86.584429	N30° 23.3779'	W86° 35.0657'
W86.585507	N30° 23.3769'	W86° 35.1304'

BEASLEY PARK REEF MODULE DISC CONFIGURATION		
TYPE	QUANTITY	POINT ID
4 DISC MODULE	69	1-69

LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)	POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
W86.585367	N30° 23.4305'	W86° 35.1220'	51	1,311,203.7	511,577.1	N30.390167	W86.584813	N30° 23.4099'	W86° 35.0887'
W86.585177	N30° 23.4306'	W86° 35.1106'	52	1,311,091.8	511,535.7	N30.390047	W86.585165	N30° 23.4028'	W86° 35.1099'
W86.584987	N30° 23.4308'	W86° 35.0991'	53	1,311,102.4	511,525.1	N30.390019	W86.585131	N30° 23.4011'	W86° 35.1078'
W86.584796	N30° 23.4310'	W86° 35.0877'	54	1,311,106.3	511,539.6	N30.390059	W86.585120	N30° 23.4035'	W86° 35.1071'
W86.584606	N30° 23.4312'	W86° 35.0763'	55	1,311,143.7	511,562.1	N30.390122	W86.585002	N30° 23.4073'	W86° 35.1001'
W86.584603	N30° 23.4213'	W86° 35.0761'	56	1,311,143.7	511,547.1	N30.390081	W86.585001	N30° 23.4048'	W86° 35.1000'
W86.584599	N30° 23.4114'	W86° 35.0759'	57	1,311,143.7	511,532.1	N30.390040	W86.585000	N30° 23.4023'	W86° 35.1000'
W86.584596	N30° 23.4015'	W86° 35.0757'	58	1,311,143.7	511,517.1	N30.389999	W86.585000	N30° 23.3999'	W86° 35.0999'
W86.584592	N30° 23.3916'	W86° 35.0755'	59	1,311,143.7	511,502.1	N30.389957	W86.584999	N30° 23.3974'	W86° 35.0999'
W86.584783	N30° 23.3914'	W86° 35.0869'	60	1,311,158.7	511,562.1	N30.390123	W86.584955	N30° 23.4073'	W86° 35.0972'
W86.584973	N30° 23.3912'	W86° 35.0983'	61	1,311,158.7	511,547.1	N30.390082	W86.584954	N30° 23.4049'	W86° 35.0972'
W86.585163	N30° 23.3911'	W86° 35.1097'	62	1,311,158.7	511,532.1	N30.390041	W86.584953	N30° 23.4024'	W86° 35.0971'
W86.585353	N30° 23.3909'	W86° 35.1212'	63	1,311,158.7	511,517.1	N30.389999	W86.584952	N30° 23.3999'	W86° 35.0971'
W86.585357	N30° 23.4008'	W86° 35.1214'	64	1,311,158.7	511,502.1	N30.389958	W86.584951	N30° 23.3974'	W86° 35.0970'
W86.585360	N30° 23.4107'	W86° 35.1216'	65	1,311,196.2	511,539.6	N30.390063	W86.584834	N30° 23.4037'	W86° 35.0900'
W86.585364	N30° 23.4206'	W86° 35.1218'	66	1,311,200.1	511,525.1	N30.390024	W86.584821	N30° 23.4014'	W86° 35.0892'
W86.585008	N30° 23.4246'	W86° 35.1004'	67	1,311,210.7	511,535.7	N30.390053	W86.584788	N30° 23.4031'	W86° 35.0872'
W86.585007	N30° 23.4221'	W86° 35.1004'	68	1,311,218.7	511,577.1	N30.390167	W86.584765	N30° 23.4100'	W86° 35.0859'
W86.585006	N30° 23.4197'	W86° 35.1003'	69	1,311,233.7	511,577.1	N30.390168	W86.584718	N30° 23.4100'	W86° 35.0830'
W86.585005	N30° 23.4172'	W86° 35.1003'							
W86.585005	N30° 23.4147'	W86° 35.1002'							
W86.584961	N30° 23.4247'	W86° 35.0976'							
W86.584960	N30° 23.4222'	W86° 35.0975'							
W86.584959	N30° 23.4197'	W86° 35.0975'							
W86.584958	N30° 23.4172'	W86° 35.0974'							
W86.584957	N30° 23.4148'	W86° 35.0974'							
W86.585171	N30° 23.4189'	W86° 35.1102'							
W86.585138	N30° 23.4207'	W86° 35.1082'							
W86.585125	N30° 23.4183'	W86° 35.1074'							
W86.584828	N30° 23.4210'	W86° 35.0896'							
W86.584794	N30° 23.4193'	W86° 35.0876'							
W86.584840	N30° 23.4186'	W86° 35.0903'							
W86.585242	N30° 23.4120'	W86° 35.1144'							
W86.585194	N30° 23.4121'	W86° 35.1116'							
W86.585147	N30° 23.4121'	W86° 35.1087'							
W86.585099	N30° 23.4121'	W86° 35.1059'							
W86.585051	N30° 23.4122'	W86° 35.1030'							
W86.584980	N30° 23.4110'	W86° 35.0987'							
W86.584909	N30° 23.4123'	W86° 35.0945'							
W86.584861	N30° 23.4124'	W86° 35.0916'							
W86.584814	N30° 23.4124'	W86° 35.0888'							
W86.584766	N30° 23.4125'	W86° 35.0859'							
W86.584718	N30° 23.4125'	W86° 35.0831'							
W86.585241	N30° 23.4095'	W86° 35.1144'							
W86.585193	N30° 23.4096'	W86° 35.1115'							
W86.585146	N30° 23.4096'	W86° 35.1087'							
W86.585098	N30° 23.4097'	W86° 35.1058'							
W86.585051	N30° 23.4097'	W86° 35.1030'							
W86.584908	N30° 23.4099'	W86° 35.0944'							
W86.584860	N30° 23.4099'	W86° 35.0916'							

REEF TABLE										
LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)	POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
N30.390167	W86.584813	N30° 23.4099'	W86° 35.0887'	51	1,311,203.7	511,577.1	N30.390167	W86.584813	N30° 23.4099'	W86° 35.0887'
N30.390047	W86.585165	N30° 23.4028'	W86° 35.1099'	52	1,311,091.8	511,535.7	N30.390047	W86.585165	N30° 23.4028'	W86° 35.1099'
N30.390019	W86.585131	N30° 23.4011'	W86° 35.1078'	53	1,311,102.4	511,525.1	N30.390019	W86.585131	N30° 23.4011'	W86° 35.1078'
N30.390059	W86.585120	N30° 23.4035'	W86° 35.1071'	54	1,311,106.3	511,539.6	N30.390059	W86.585120	N30° 23.4035'	W86° 35.1071'
N30.390122	W86.585002	N30° 23.4073'	W86° 35.1001'	55	1,311,143.7	511,562.1	N30.390122	W86.585002	N30° 23.4073'	W86° 35.1001'
N30.390081	W86.585001	N30° 23.4048'	W86° 35.1000'	56	1,311,143.7	511,547.1	N30.390081	W86.585001	N30° 23.4048'	W86° 35.1000'
N30.390040	W86.585000	N30° 23.4023'	W86° 35.1000'	57	1,311,143.7	511,532.1	N30.390040	W86.585000	N30° 23.4023'	W86° 35.1000'
N30.389999	W86.585000	N30° 23.3999'	W86° 35.0999'	58	1,311,143.7	511,517.1	N30.389999	W86.585000	N30° 23.3999'	W86° 35.0999'
N30.389957	W86.584999	N30° 23.3974'	W86° 35.0999'	59	1,311,143.7	511,502.1	N30.389957	W86.584999	N30° 23.3974'	W86° 35.0999'
N30.390123	W86.584955	N30° 23.4073'	W86° 35.0972'	60	1,311,158.7	511,562.1	N30.390123	W86.584955	N30° 23.4073'	W86° 35.0972'
N30.390082	W86.584954	N30° 23.4049'	W86° 35.0972'	61	1,311,158.7	511,547.1	N30.390082	W86.584954	N30° 23.4049'	W86° 35.0972'
N30.390041	W86.584953	N30° 23.4024'	W86° 35.0971'	62	1,311,158.7	511,532.1	N30.390041	W86.584953	N30° 23.4024'	W86° 35.0971'
N30.389999	W86.584952	N30° 23.3999'	W86° 35.0971'	63	1,311,158.7	511,517.1	N30.389999	W86.584952	N30° 23.3999'	W86° 35.0971'
N30.389958	W86.584951	N30° 23.3974'	W86° 35.0970'	64	1,311,158.7	511,502.1	N30.389958	W86.584951	N30° 23.3974'	W86° 35.0970'
N30.390063	W86.584834	N30° 23.4037'	W86° 35.0900'	65	1,311,196.2	511,539.6	N30.390063	W86.584834	N30° 23.4037'	W86° 35.0900'
N30.390024	W86.584821	N30° 23.4014'	W86° 35.0892'	66	1,311,200.1	511,525.1	N30.390024	W86.584821	N30° 23.4014'	W86° 35.0892'
N30.390053	W86.584788	N30° 23.4031'	W86° 35.0872'	67	1,311,210.7	511,535.7	N30.390053	W86.584788	N30° 23.4031'	W86° 35.0872'
N30.390167	W86.584765	N30° 23.4100'	W86° 35.0859'	68	1,311,218.7	511,577.1	N30.390167	W86.584765	N30° 23.4100'	W86° 35.0859'
N30.390168	W86.584718	N30° 23.4100'	W86° 35.0830'	69	1,311,233.7	511,577.1	N30.390168	W86.584718	N30° 23.4100'	W86° 35.0830'



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

SEAL
 DRAFT
 MATTHEW TRAMMELL P.E.# 69244

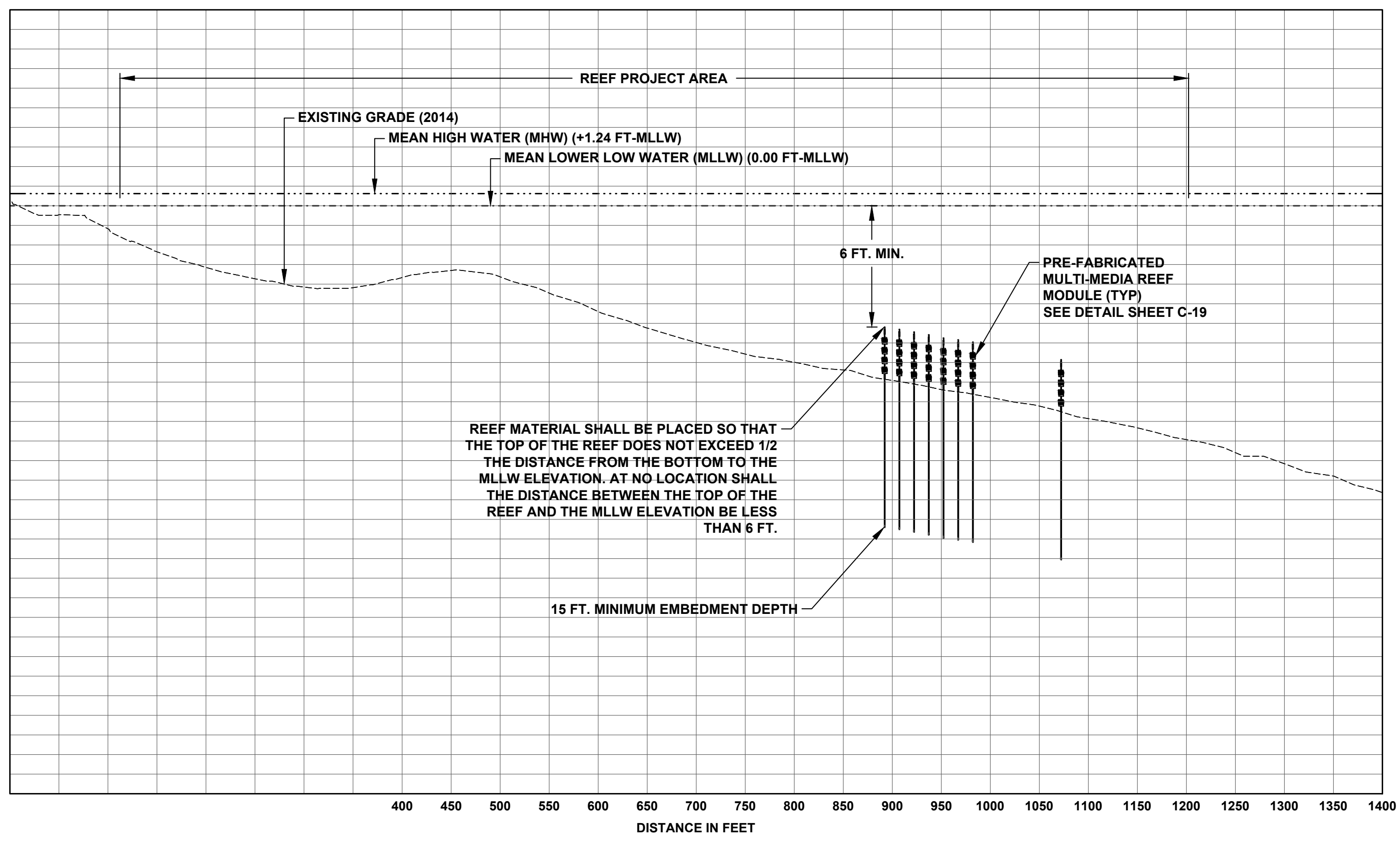
PROJECT TITLE
 OKALOOSA COUNTY
 NEARSHORE REEFS
 FWC GRANT # 15155
 OKALOOSA COUNTY, FLORIDA

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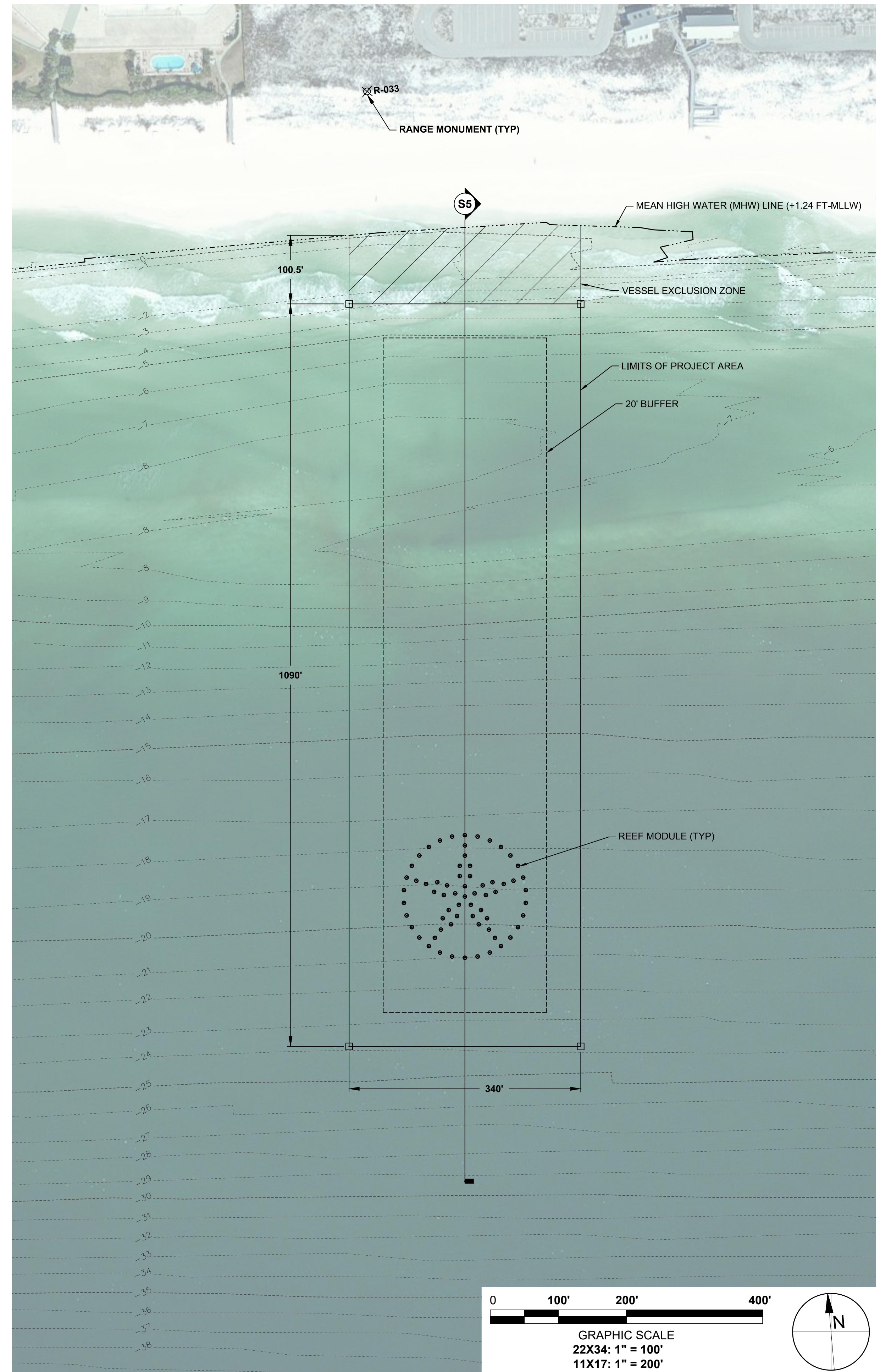
NO	ZONE	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	C2017-025
DATE	03-21-18
DESIGNED	DG/MT
DRAWN	CAS
CHECKED	DG
REVIEWED	MAT
SCALE	AS SHOWN

DRAWING TITLE
 BEASLEY PARK REEF
 DEPLOYMENT PLAN



HENDERSON PARK WEST TYPICAL SECTION
 22x34: 1" = 100'
 11x17: 1" = 200'
 V-SCALE: 1" = 10' (22X34)
 V-SCALE: 1" = 20' (11X17)



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PROJECT TITLE
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 NEARSHORE REEFS
 FWC GRANT # 15155
 OKALOOSA COUNTY, FLORIDA**

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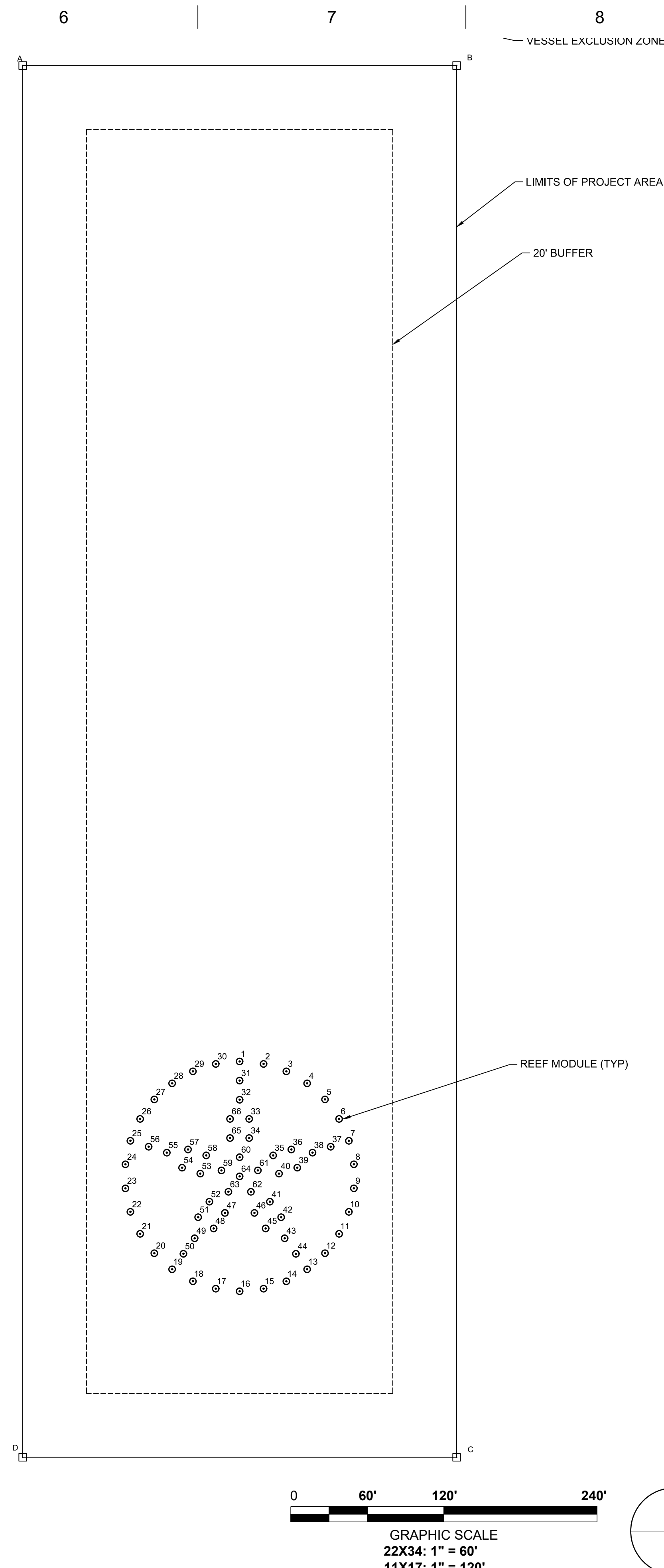
DRAWING TITLE
**HENDERSON PARK WEST
 REEF PLAN AND SECTION**

HENDERSON PARK WEST
PERMITTED LIMITS (FDEP)

LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
W86.453148	N30° 22.9843'	W86° 27.1888'
W86.452072	N30° 22.9803'	W86° 27.1243'
W86.452315	N30° 22.8009'	W86° 27.1388'
W86.453390	N30° 22.8049'	W86° 27.2034'

HENDERSON PARK WEST REEF MODULE DISC CONFIGURATION		
TYPE	QUANTITY	POINT ID
4 DISC MODULE	66	1-66

LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)	REEF TABLE						
			POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
W86.452784	N30° 22.8539'	W86° 27.1670'	51	1,352,724.7	507,351.2	N30.380571	W86.452914	N30° 22.8342'	W86° 27.1748'
W86.452725	N30° 22.8533'	W86° 27.1634'	52	1,352,734.6	507,362.5	N30.380602	W86.452883	N30° 22.8361'	W86° 27.1729'
W86.452670	N30° 22.8522'	W86° 27.1601'	53	1,352,729.4	507,385.1	N30.380664	W86.452901	N30° 22.8398'	W86° 27.1740'
W86.452620	N30° 22.8504'	W86° 27.1572'	54	1,352,715.5	507,390.9	N30.380679	W86.452945	N30° 22.8407'	W86° 27.1766'
W86.452579	N30° 22.8482'	W86° 27.1547'	55	1,352,704.7	507,403.7	N30.380714	W86.452980	N30° 22.8428'	W86° 27.1787'
W86.452547	N30° 22.8456'	W86° 27.1528'	56	1,352,690.9	507,409.6	N30.380729	W86.453024	N30° 22.8437'	W86° 27.1814'
W86.452527	N30° 22.8427'	W86° 27.1515'	57	1,352,721.4	507,404.7	N30.380718	W86.452927	N30° 22.8430'	W86° 27.1756'
W86.452518	N30° 22.8396'	W86° 27.1511'	58	1,352,735.2	507,398.9	N30.380702	W86.452883	N30° 22.8421'	W86° 27.1729'
W86.452523	N30° 22.8365'	W86° 27.1513'	59	1,352,746.1	507,386.1	N30.380667	W86.452848	N30° 22.8400'	W86° 27.1708'
W86.452539	N30° 22.8335'	W86° 27.1523'	60	1,352,761.2	507,395.2	N30.380693	W86.452800	N30° 22.8415'	W86° 27.1680'
W86.452567	N30° 22.8308'	W86° 27.1540'	61	1,352,774.5	507,383.6	N30.380662	W86.452757	N30° 22.8397'	W86° 27.1654'
W86.452605	N30° 22.8284'	W86° 27.1563'	62	1,352,767.6	507,367.4	N30.380617	W86.452778	N30° 22.8370'	W86° 27.1667'
W86.452652	N30° 22.8265'	W86° 27.1591'	63	1,352,750.1	507,368.9	N30.380620	W86.452834	N30° 22.8372'	W86° 27.1700'
W86.452706	N30° 22.8251'	W86° 27.1623'	64	1,352,759.9	507,380.3	N30.380652	W86.452804	N30° 22.8391'	W86° 27.1682'
W86.452764	N30° 22.8244'	W86° 27.1658'	65	1,352,755.0	507,410.8	N30.380736	W86.452821	N30° 22.8441'	W86° 27.1692'
W86.452824	N30° 22.8243'	W86° 27.1694'	66	1,352,756.3	507,425.7	N30.380777	W86.452817	N30° 22.8466'	W86° 27.1690'
W86.452882	N30° 22.8248'	W86° 27.1729'							
W86.452938	N30° 22.8260'	W86° 27.1762'							
W86.452987	N30° 22.8277'	W86° 27.1792'							
W86.453029	N30° 22.8299'	W86° 27.1817'							
W86.453060	N30° 22.8326'	W86° 27.1836'							
W86.453081	N30° 22.8355'	W86° 27.1848'							
W86.453089	N30° 22.8386'	W86° 27.1853'							
W86.453085	N30° 22.8417'	W86° 27.1850'							
W86.453068	N30° 22.8446'	W86° 27.1840'							
W86.453040	N30° 22.8474'	W86° 27.1824'							
W86.453002	N30° 22.8498'	W86° 27.1801'							
W86.452955	N30° 22.8517'	W86° 27.1772'							
W86.452901	N30° 22.8530'	W86° 27.1740'							
W86.452843	N30° 22.8538'	W86° 27.1705'							
W86.452787	N30° 22.8514'	W86° 27.1672'							
W86.452790	N30° 22.8489'	W86° 27.1674'							
W86.452770	N30° 22.8464'	W86° 27.1661'							
W86.452773	N30° 22.8439'	W86° 27.1663'							
W86.452717	N30° 22.8415'	W86° 27.1630'							
W86.452671	N30° 22.8421'	W86° 27.1602'							
W86.452573	N30° 22.8421'	W86° 27.1543'							
W86.452619	N30° 22.8415'	W86° 27.1571'							
W86.452659	N30° 22.8397'	W86° 27.1595'							
W86.452706	N30° 22.8391'	W86° 27.1623'							
W86.452733	N30° 22.8355'	W86° 27.1639'							
W86.452708	N30° 22.8334'	W86° 27.1624'							
W86.452703	N30° 22.8307'	W86° 27.1621'							
W86.452678	N30° 22.8286'	W86° 27.1606'							
W86.452748	N30° 22.8321'	W86° 27.1648'							
W86.452773	N30° 22.8342'	W86° 27.1664'							
W86.452847	N30° 22.8345'	W86° 27.1707'							
W86.452877	N30° 22.8326'	W86° 27.1726'							
W86.452926	N30° 22.8315'	W86° 27.1755'							
W86.452957	N30° 22.8296'	W86° 27.1773'							



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4300 LEGENDARY DRIVE
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JACKSONVILLE, FLORIDA 32256
(904)-731-7040
CERTIFICATE OF AUTHORIZATION # 4815

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MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE
**OKALOOSA COUNTY
NEARSHORE REEFS
FWC GRANT # 15155
OKALOOSA COUNTY, FLORIDA**

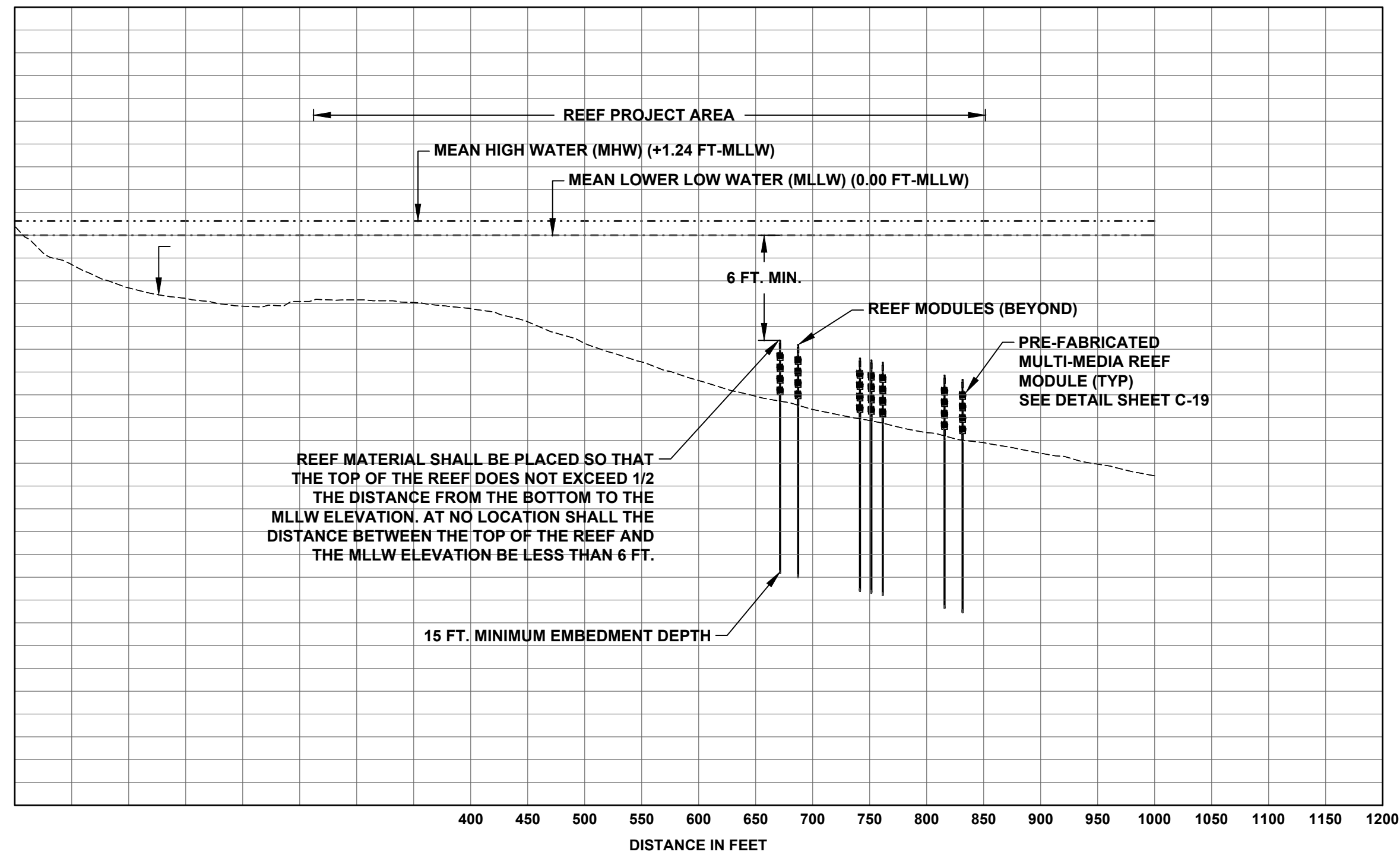
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NO	ZONE	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	C2017-025
DATE	03-21-18
DESIGNED	DG/MT
DRAWN	CAS
CHECKED	DG
REVIEWED	MAT
SCALE	AS SHOWN

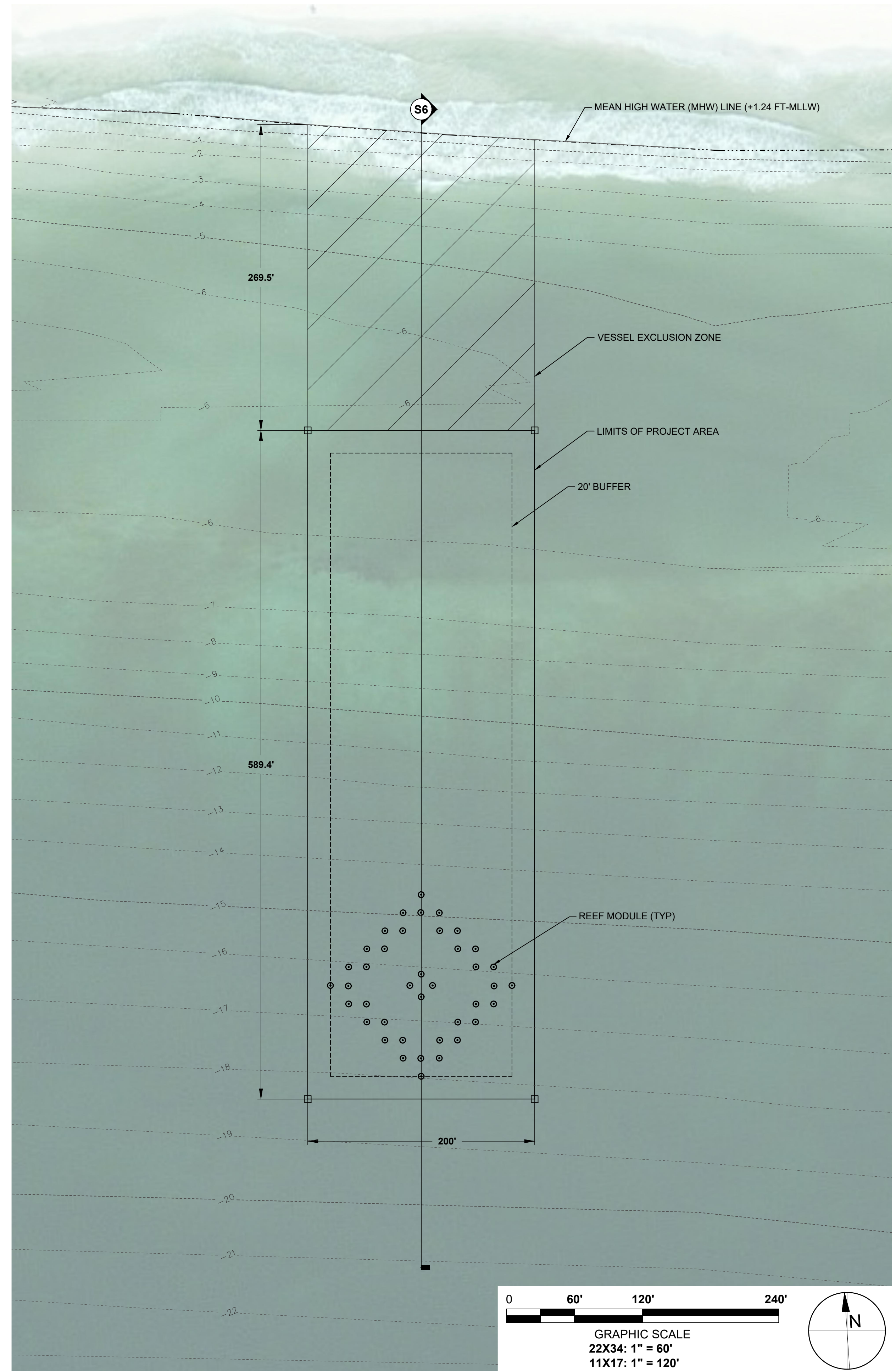
DRAWING TITLE
**HENDERSON PARK WEST
REEF DEPLOYMENT PLAN**

C-12
SHEET 12 OF 19



HENDERSON PARK EAST TYPICAL SECTION

(22X34)
(11X17)



GRAPHIC SCALE
22X34: 1" = 60'
11X17: 1" = 120'

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NEARSHORE REEFS
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REVIEWED	MAT
SCALE	AS SHOWN

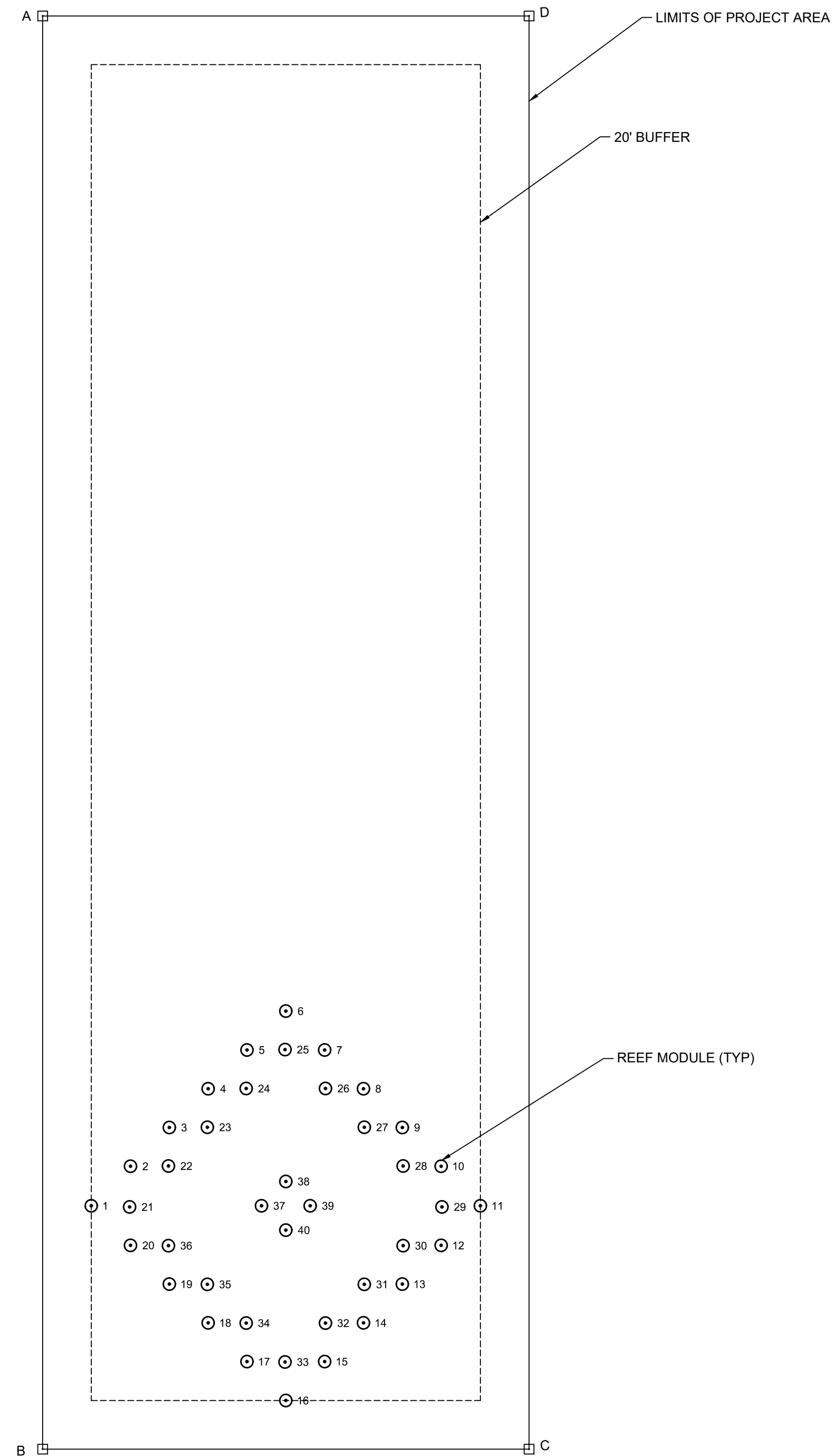
DRAWING TITLE
**HENDERSON PARK EAST
REEF PLAN AND SECTION**

C-13
SHEET 13 OF 19

HENDERSON PARK EAST PERMITTED LIMITS (FDEP)						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,358,299.5	507,601.0	N30.381518	W86.435250	N30° 22.8911'	W86° 26.1150'
B	1,358,260.0	507,012.9	N30.379900	W86.435344	N30° 22.7940'	W86° 26.1206'
C	1,358,459.6	506,999.5	N30.379872	W86.434710	N30° 22.7923'	W86° 26.0826'
D	1,358,499.0	507,587.6	N30.381491	W86.434617	N30° 22.8895'	W86° 26.0770'

HENDERSON PARK EAST REEF MODULE DISC CONFIGURATION		
TYPE	QUANTITY	POINT ID
4 DISC MODULE	40	1-40

REEF TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
1	1,358,286.7	507,111.4	N30.380172	W86.435264	N30° 22.8103'	W86° 26.1158'
2	1,358,303.8	507,126.6	N30.380215	W86.435211	N30° 22.8128'	W86° 26.1126'
3	1,358,320.8	507,141.4	N30.380256	W86.435158	N30° 22.8153'	W86° 26.1094'
4	1,358,337.8	507,156.2	N30.380298	W86.435105	N30° 22.8178'	W86° 26.1062'
5	1,358,354.8	507,171.1	N30.380339	W86.435052	N30° 22.8203'	W86° 26.1030'
6	1,358,371.8	507,186.0	N30.380381	W86.434998	N30° 22.8228'	W86° 26.0999'
7	1,358,386.7	507,168.9	N30.380335	W86.434950	N30° 22.8200'	W86° 26.0970'
8	1,358,401.6	507,152.0	N30.380289	W86.434902	N30° 22.8173'	W86° 26.0941'
9	1,358,416.4	507,135.0	N30.380243	W86.434854	N30° 22.8145'	W86° 26.0912'
10	1,358,431.3	507,118.0	N30.380197	W86.434806	N30° 22.8118'	W86° 26.0883'
11	1,358,446.3	507,100.7	N30.380150	W86.434758	N30° 22.8090'	W86° 26.0854'
12	1,358,429.1	507,085.5	N30.380108	W86.434811	N30° 22.8064'	W86° 26.0886'
13	1,358,412.1	507,070.7	N30.380066	W86.434864	N30° 22.8039'	W86° 26.0918'
14	1,358,395.1	507,055.9	N30.380024	W86.434918	N30° 22.8014'	W86° 26.0950'
15	1,358,378.1	507,041.1	N30.379983	W86.434971	N30° 22.7989'	W86° 26.0982'
16	1,358,361.1	507,026.2	N30.379941	W86.435024	N30° 22.7964'	W86° 26.1014'
17	1,358,346.3	507,043.2	N30.379987	W86.435072	N30° 22.7992'	W86° 26.1043'
18	1,358,331.4	507,060.2	N30.380033	W86.435120	N30° 22.8019'	W86° 26.1071'
19	1,358,316.5	507,077.1	N30.380079	W86.435168	N30° 22.8047'	W86° 26.1100'
20	1,358,301.7	507,094.1	N30.380125	W86.435216	N30° 22.8075'	W86° 26.1129'
21	1,358,302.4	507,109.9	N30.380169	W86.435215	N30° 22.8101'	W86° 26.1128'
22	1,358,319.4	507,125.6	N30.380213	W86.435161	N30° 22.8127'	W86° 26.1096'
23	1,358,336.4	507,140.5	N30.380254	W86.435108	N30° 22.8152'	W86° 26.1064'
24	1,358,353.4	507,155.3	N30.380296	W86.435055	N30° 22.8177'	W86° 26.1033'
25	1,358,370.4	507,170.2	N30.380337	W86.435002	N30° 22.8202'	W86° 26.1001'
26	1,358,386.0	507,153.1	N30.380291	W86.434952	N30° 22.8174'	W86° 26.0971'
27	1,358,400.9	507,136.1	N30.380245	W86.434904	N30° 22.8147'	W86° 26.0942'
28	1,358,415.7	507,119.2	N30.380199	W86.434856	N30° 22.8119'	W86° 26.0913'
29	1,358,430.5	507,101.3	N30.380151	W86.434808	N30° 22.8090'	W86° 26.0884'
30	1,358,413.5	507,086.5	N30.380109	W86.434861	N30° 22.8065'	W86° 26.0916'
31	1,358,396.5	507,071.7	N30.380068	W86.434914	N30° 22.8040'	W86° 26.0948'
32	1,358,379.5	507,056.8	N30.380026	W86.434967	N30° 22.8015'	W86° 26.0980'
33	1,358,361.8	507,042.0	N30.379985	W86.435022	N30° 22.7990'	W86° 26.1013'
34	1,358,347.0	507,059.0	N30.380031	W86.435070	N30° 22.8018'	W86° 26.1042'
35	1,358,332.1	507,076.0	N30.380077	W86.435118	N30° 22.8046'	W86° 26.1071'
36	1,358,317.3	507,093.0	N30.380123	W86.435167	N30° 22.8073'	W86° 26.1099'
37	1,358,356.5	507,106.7	N30.380162	W86.435043	N30° 22.8097'	W86° 26.1025'
38	1,358,367.2	507,116.0	N30.380188	W86.435010	N30° 22.8113'	W86° 26.1005'
39	1,358,376.5	507,105.4	N30.380160	W86.434979	N30° 22.8095'	W86° 26.0987'
40	1,358,365.8	507,096.1	N30.380134	W86.435013	N30° 22.8080'	W86° 26.1007'



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 (850)-460-7040
 10151 DEERWOOD PARK BLVD
 BLDG 300, SUITE 300
 JACKSONVILLE, FLORIDA 32256
 (904)-731-7040
 CERTIFICATE OF AUTHORIZATION # 4815

SEAL

DRAFT

MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE

**OKALOOSA COUNTY
 NEARSHORE REEFS
 FWC GRANT # 15155
 OKALOOSA COUNTY, FLORIDA**

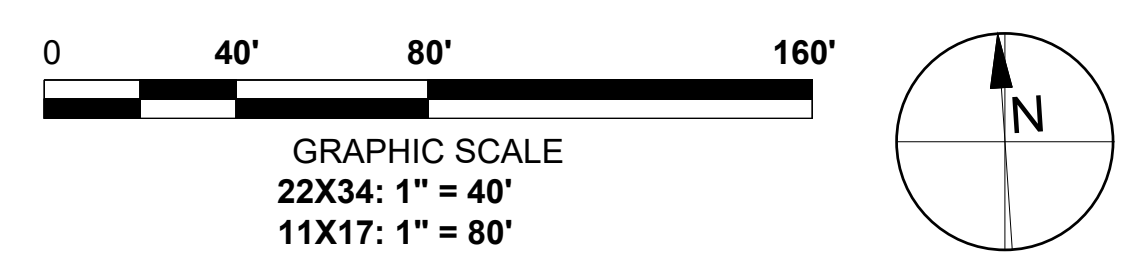
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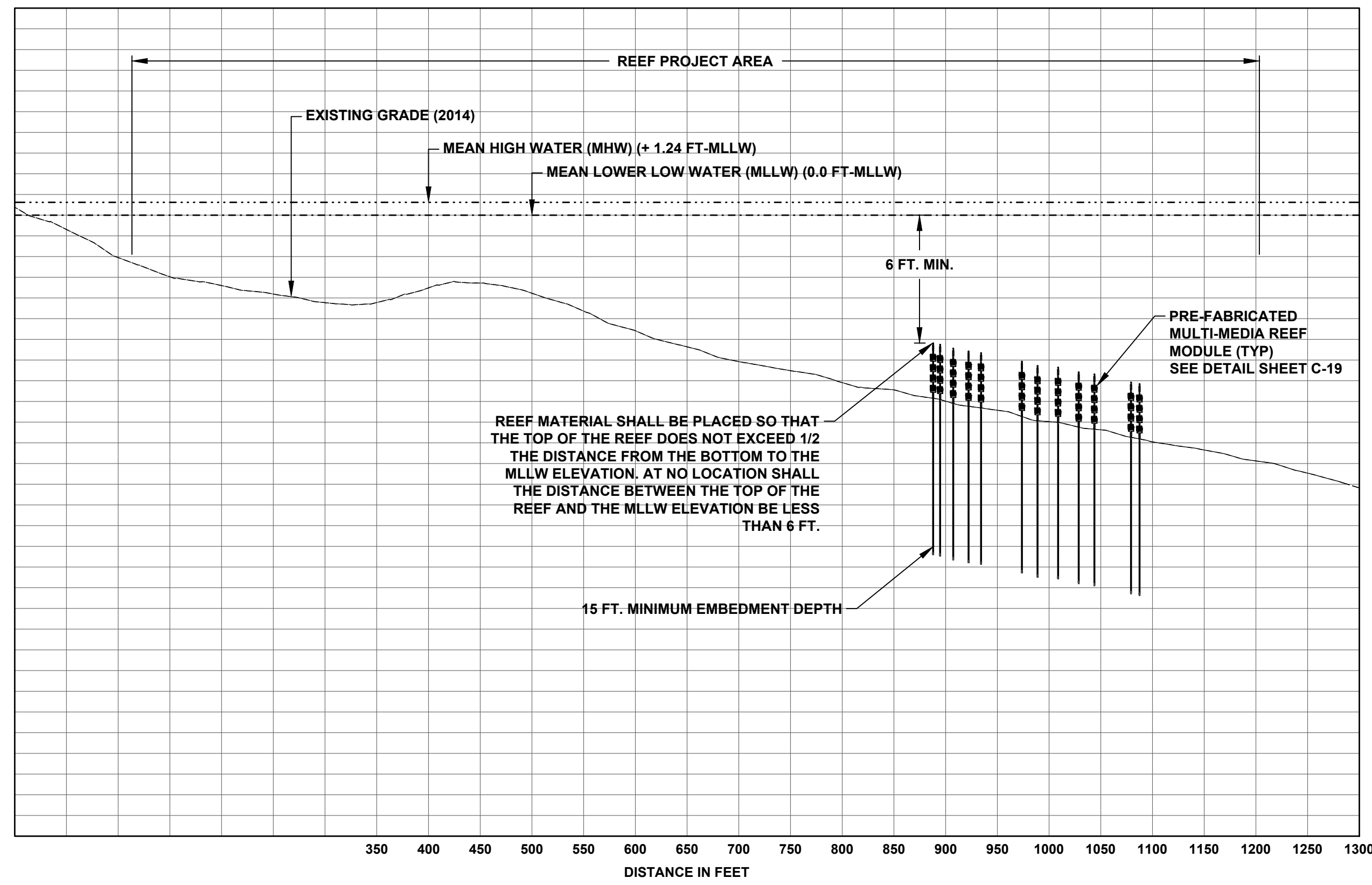
NO	ZONE	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	C2017-025
DATE	03-21-18
DESIGNED	DG/MT
DRAWN	CAS
CHECKED	DG
REVIEWED	MAT
SCALE	AS SHOWN

DRAWING TITLE

**HENDERSON PARK EAST
 REEF DEPLOYMENT PLAN**

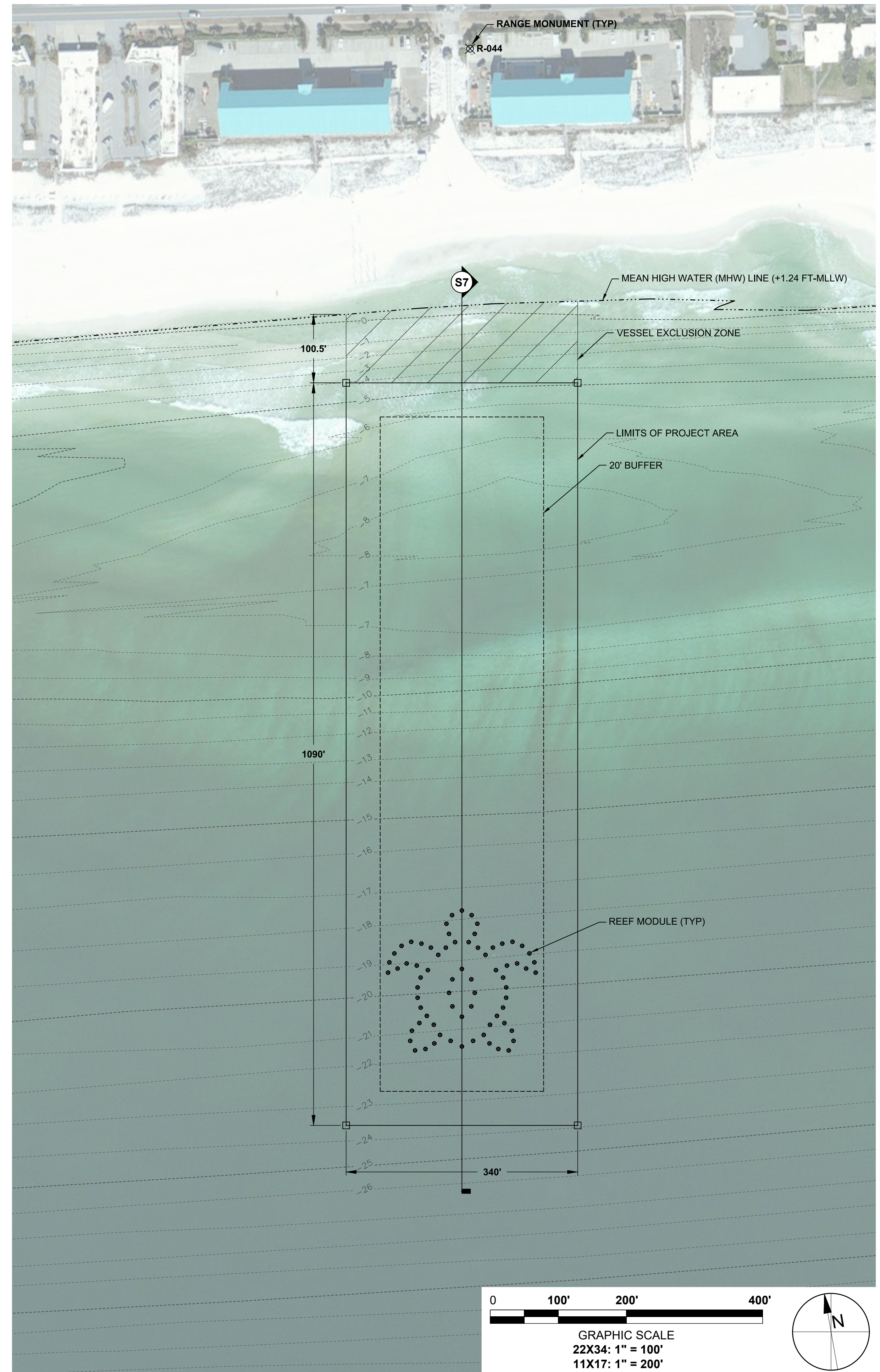




POMPANO STREET TYPICAL SECTION

22x34: 1" = 100'
 11x17: 1" = 200'
 V-SCALE: 1" = 10' (22X34)
 V-SCALE: 1" = 20' (11X17)

0 100' 200'



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DRAWING TITLE

**POMPANO STREET REEF
 PLAN AND SECTION**

C-15

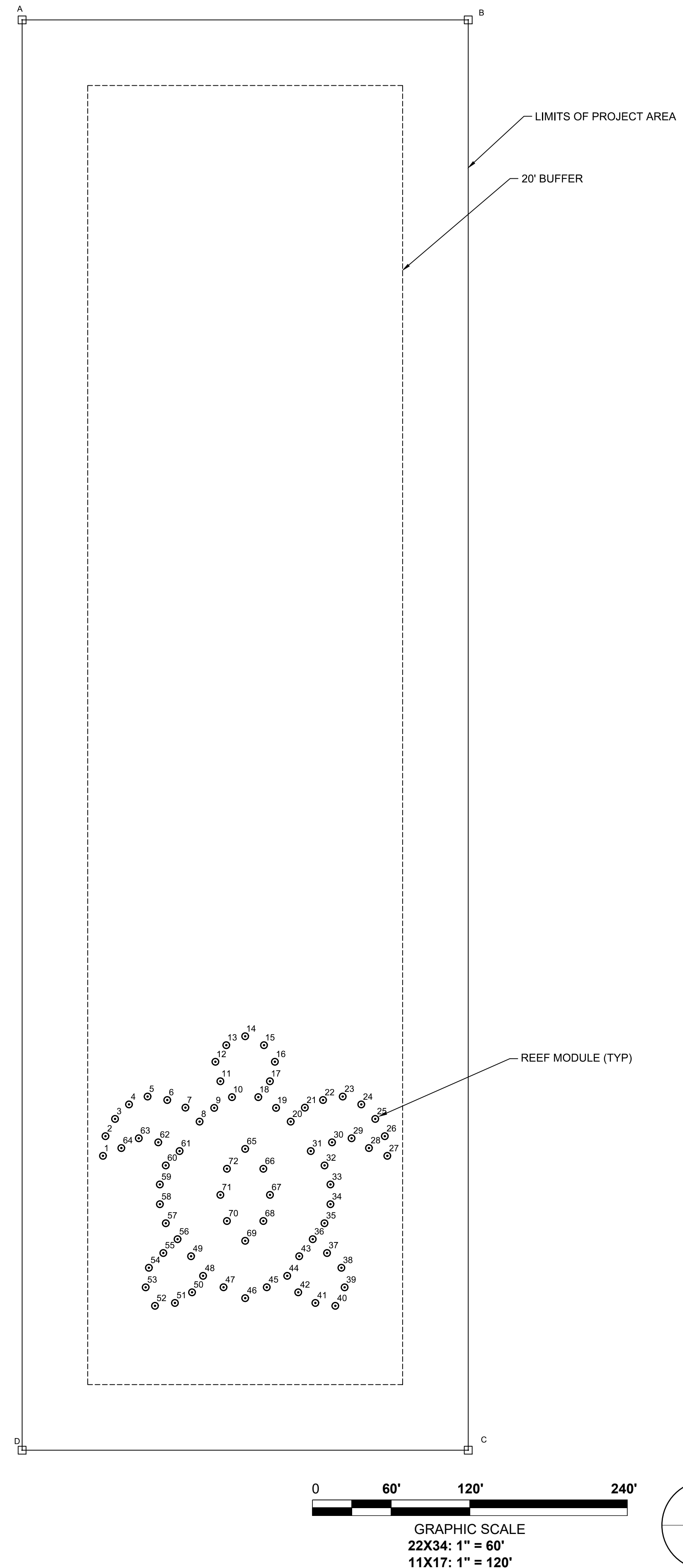
SHEET 15 OF 19

POMPANO STREET PERMITTED LIMITS (FDEP)

LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
W86.419058	N30° 22.8289'	W86° 25.1434'
W86.417993	N30° 22.8201'	W86° 25.0795'
W86.418536	N30° 22.6425'	W86° 25.1121'
W86.419601	N30° 22.6513'	W86° 25.1760'

POMPANO STREET REEF MODULE DISC CONFIGURATION		
TYPE	QUANTITY	POINT ID
4 DISC MODULE	72	1-72

LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)	REEF TABLE						
			POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
W86.419296	N30° 22.6862'	W86° 25.1577'	51	1,363,343.1	506,154.2	N30.377776	W86.419180	N30° 22.6665'	W86° 25.1508'
W86.419283	N30° 22.6886'	W86° 25.1569'	52	1,363,327.8	506,154.7	N30.377776	W86.419229	N30° 22.6665'	W86° 25.1537'
W86.419253	N30° 22.6905'	W86° 25.1551'	53	1,363,323.3	506,169.8	N30.377817	W86.419244	N30° 22.6690'	W86° 25.1546'
W86.419214	N30° 22.6920'	W86° 25.1528'	54	1,363,328.3	506,184.1	N30.377857	W86.419229	N30° 22.6714'	W86° 25.1537'
W86.419167	N30° 22.6926'	W86° 25.1500'	55	1,363,341.0	506,193.3	N30.377883	W86.419189	N30° 22.6729'	W86° 25.1513'
W86.419121	N30° 22.6918'	W86° 25.1472'	56	1,363,353.6	506,201.7	N30.377907	W86.419150	N30° 22.6743'	W86° 25.1489'
W86.419081	N30° 22.6905'	W86° 25.1448'	57	1,363,346.9	506,215.3	N30.377944	W86.419172	N30° 22.6766'	W86° 25.1502'
W86.419052	N30° 22.6885'	W86° 25.1431'	58	1,363,344.9	506,230.3	N30.377985	W86.419179	N30° 22.6790'	W86° 25.1507'
W86.419012	N30° 22.6899'	W86° 25.1407'	59	1,363,347.5	506,245.2	N30.378026	W86.419171	N30° 22.6815'	W86° 25.1502'
W86.418966	N30° 22.6909'	W86° 25.1379'	60	1,363,354.4	506,258.7	N30.378063	W86.419150	N30° 22.6837'	W86° 25.1489'
W86.418987	N30° 22.6931'	W86° 25.1392'	61	1,363,366.7	506,267.6	N30.378088	W86.419111	N30° 22.6852'	W86° 25.1466'
W86.418992	N30° 22.6956'	W86° 25.1395'	62	1,363,351.9	506,277.0	N30.378113	W86.419159	N30° 22.6868'	W86° 25.1495'
W86.418960	N30° 22.6975'	W86° 25.1375'	63	1,363,337.8	506,282.6	N30.378128	W86.419204	N30° 22.6876'	W86° 25.1522'
W86.418911	N30° 22.6982'	W86° 25.1346'	64	1,363,323.4	506,277.6	N30.378114	W86.419249	N30° 22.6868'	W86° 25.1549'
W86.418870	N30° 22.6967'	W86° 25.1321'	65	1,363,416.2	506,260.6	N30.378071	W86.418954	N30° 22.6842'	W86° 25.1372'
W86.418850	N30° 22.6945'	W86° 25.1309'	66	1,363,427.3	506,243.2	N30.378024	W86.418918	N30° 22.6814'	W86° 25.1350'
W86.418869	N30° 22.6921'	W86° 25.1321'	67	1,363,428.8	506,222.8	N30.377968	W86.418912	N30° 22.6780'	W86° 25.1347'
W86.418903	N30° 22.6904'	W86° 25.1341'	68	1,363,420.4	506,204.0	N30.377916	W86.418938	N30° 22.6749'	W86° 25.1362'
W86.418865	N30° 22.6887'	W86° 25.1318'	69	1,363,404.1	506,191.6	N30.377881	W86.418989	N30° 22.6728'	W86° 25.1393'
W86.418835	N30° 22.6867'	W86° 25.1300'	70	1,363,393.0	506,208.9	N30.377928	W86.419025	N30° 22.6756'	W86° 25.1414'
W86.418796	N30° 22.6882'	W86° 25.1277'	71	1,363,391.5	506,229.3	N30.377984	W86.419031	N30° 22.6790'	W86° 25.1418'
W86.418749	N30° 22.6888'	W86° 25.1249'	72	1,363,399.9	506,248.1	N30.378036	W86.419005	N30° 22.6821'	W86° 25.1402'
W86.418701	N30° 22.6888'	W86° 25.1220'							
W86.418660	N30° 22.6875'	W86° 25.1195'							
W86.418632	N30° 22.6854'	W86° 25.1179'							
W86.418616	N30° 22.6830'	W86° 25.1169'							
W86.418617	N30° 22.6805'	W86° 25.1170'							
W86.418658	N30° 22.6819'	W86° 25.1194'							
W86.418696	N30° 22.6834'	W86° 25.1217'							
W86.418744	N30° 22.6833'	W86° 25.1246'							
W86.418798	N30° 22.6827'	W86° 25.1278'							
W86.418771	N30° 22.6806'	W86° 25.1262'							
W86.418764	N30° 22.6781'	W86° 25.1258'							
W86.418771	N30° 22.6757'	W86° 25.1262'							
W86.418793	N30° 22.6734'	W86° 25.1275'							
W86.418827	N30° 22.6717'	W86° 25.1296'							
W86.418798	N30° 22.6697'	W86° 25.1278'							
W86.418769	N30° 22.6676'	W86° 25.1261'							
W86.418769	N30° 22.6651'	W86° 25.1261'							
W86.418798	N30° 22.6630'	W86° 25.1278'							
W86.418845	N30° 22.6637'	W86° 25.1306'							
W86.418882	N30° 22.6654'	W86° 25.1328'							
W86.418866	N30° 22.6698'	W86° 25.1319'							
W86.418902	N30° 22.6676'	W86° 25.1341'							
W86.418955	N30° 22.6666'	W86° 25.1372'							
W86.419011	N30° 22.6657'	W86° 25.1406'							
W86.419058	N30° 22.6675'	W86° 25.1434'							
W86.419103	N30° 22.6693'	W86° 25.1461'							
W86.419124	N30° 22.6720'	W86° 25.1474'							
W86.419135	N30° 22.6675'	W86° 25.1481'							



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 CERTIFICATE OF AUTHORIZATION # 4815

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MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE

OKALOOSA COUNTY NEARSHORE REEFS FWC GRANT # 15155
 OKALOOSA COUNTY, FLORIDA

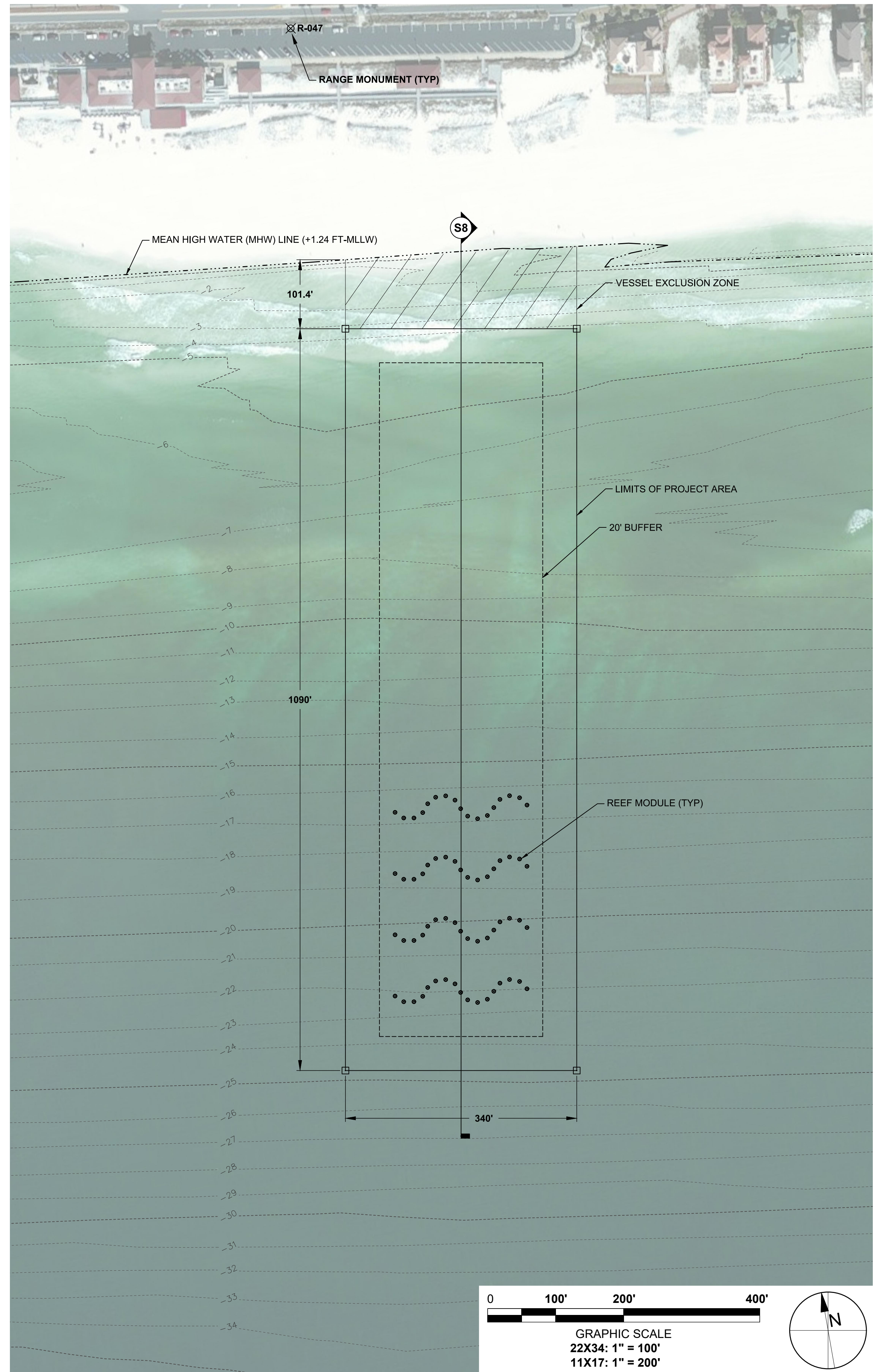
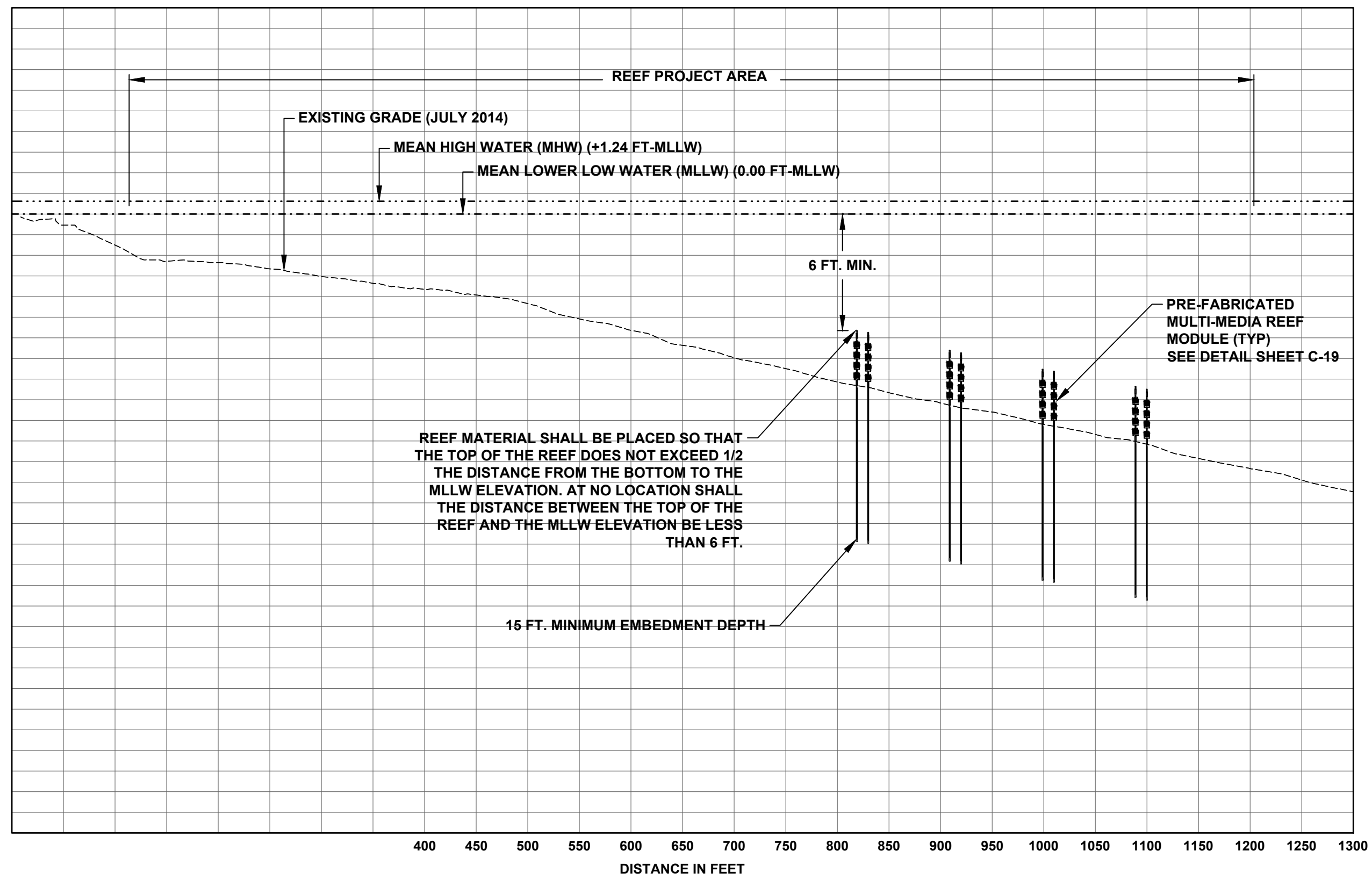
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REVISIONS / SUBMISSIONS											DATE	
NO	REVISIONS / SUBMISSIONS										ZONE	

PROJECT NO	C2017-025
DATE	03-21-18
DESIGNED	DG/MT
DRAWN	CAS
CHECKED	DG
REVIEWED	MAT
SCALE	AS SHOWN

DRAWING TITLE

POMPANO STREET REEF DEPLOYMENT PLAN



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 CERTIFICATE OF AUTHORIZATION # 4815

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 MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE
**OKALOOSA COUNTY
 NEARSHORE REEFS
 FWC GRANT # 15155
 OKALOOSA COUNTY, FLORIDA**

SUNSHINE STATE ONE CALL OF
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NO	ZONE	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	C2017-025
DATE	03-21-18
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DRAWN	CAS
CHECKED	DG
REVIEWED	MAT
SCALE	AS SHOWN

DRAWING TITLE
CRAB TRAP REEF PLAN AND SECTION

C-17
 SHEET 17 OF 19

PERMITTED LIMITS (FDEP)

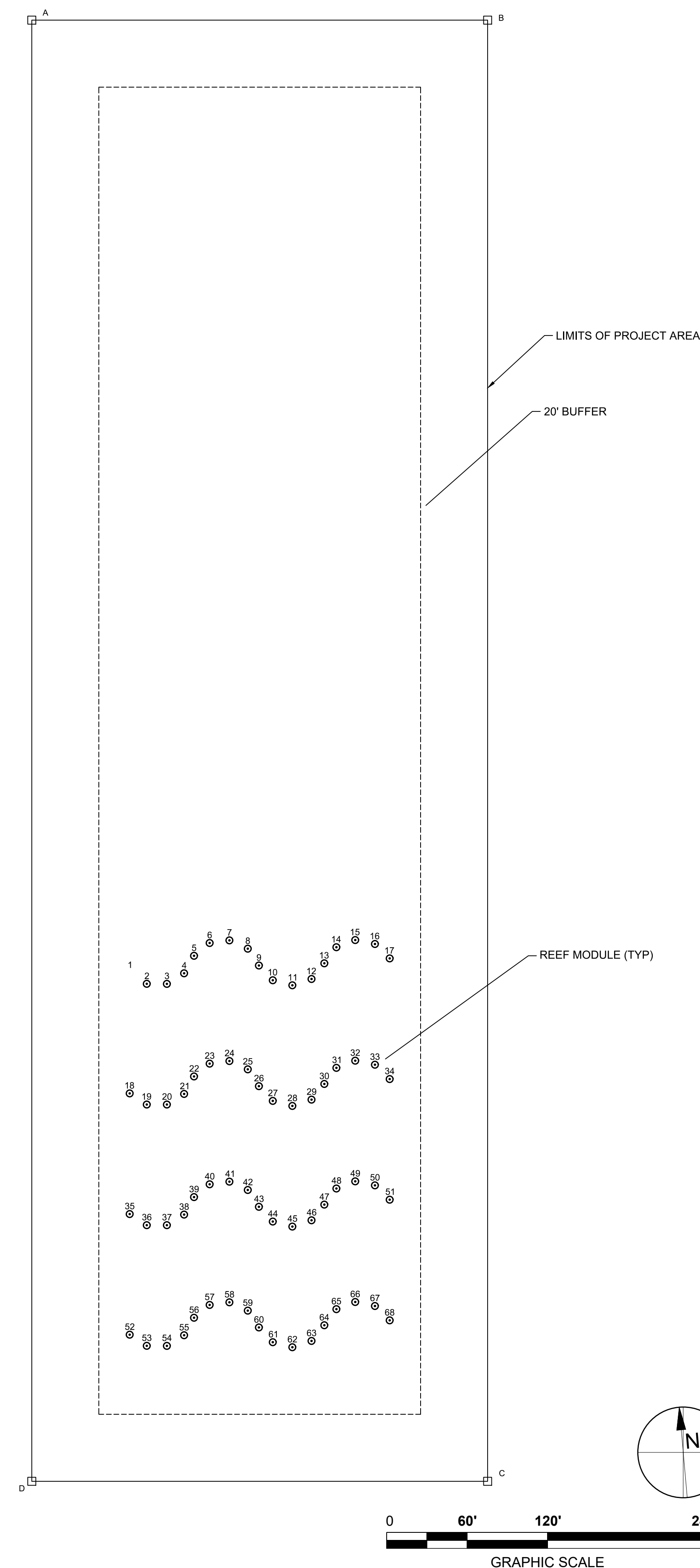
LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
W86.408185	N30° 22.7665'	W86° 24.4911'
W86.407121	N30° 22.7577'	W86° 24.4272'
W86.407664	N30° 22.5801'	W86° 24.4598'
W86.408729	N30° 22.5889'	W86° 24.5237'

CRAB TRAP REEF MODULE DISC CONFIGURATION

TYPE	QUANTITY	POINT ID
4 DISC MODULE	68	1-68

REEF TABLE

LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)	POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
W86.408311	N30° 22.6488'	W86° 24.4986'	51	1,366,929.9	505,789.2	N30.376937	W86.407788	N30° 22.6162'	W86° 24.4672'
W86.408275	N30° 22.6471'	W86° 24.4964'	52	1,366,721.5	505,723.6	N30.376748	W86.408445	N30° 22.6048'	W86° 24.5067'
W86.408228	N30° 22.6467'	W86° 24.4936'	53	1,366,732.6	505,713.3	N30.376720	W86.408410	N30° 22.6031'	W86° 24.5045'
W86.408184	N30° 22.6477'	W86° 24.4910'	54	1,366,747.3	505,710.6	N30.376713	W86.408363	N30° 22.6027'	W86° 24.5017'
W86.408154	N30° 22.6496'	W86° 24.4892'	55	1,366,761.4	505,716.2	N30.376729	W86.408318	N30° 22.6037'	W86° 24.4991'
W86.408113	N30° 22.6509'	W86° 24.4867'	56	1,366,770.9	505,727.8	N30.376761	W86.408289	N30° 22.6056'	W86° 24.4973'
W86.408066	N30° 22.6508'	W86° 24.4839'	57	1,366,784.0	505,735.2	N30.376782	W86.408248	N30° 22.6069'	W86° 24.4948'
W86.408026	N30° 22.6494'	W86° 24.4815'	58	1,366,798.9	505,734.5	N30.376781	W86.408200	N30° 22.6068'	W86° 24.4920'
W86.408006	N30° 22.6472'	W86° 24.4803'	59	1,366,811.3	505,726.0	N30.376758	W86.408161	N30° 22.6055'	W86° 24.4896'
W86.407979	N30° 22.6451'	W86° 24.4787'	60	1,366,817.3	505,712.2	N30.376721	W86.408141	N30° 22.6032'	W86° 24.4884'
W86.407935	N30° 22.6441'	W86° 24.4761'	61	1,366,825.6	505,699.6	N30.376686	W86.408114	N30° 22.6011'	W86° 24.4868'
W86.407888	N30° 22.6445'	W86° 24.4732'	62	1,366,839.3	505,693.4	N30.376670	W86.408070	N30° 22.6001'	W86° 24.4841'
W86.407853	N30° 22.6462'	W86° 24.4711'	63	1,366,854.2	505,695.5	N30.376676	W86.408023	N30° 22.6005'	W86° 24.4813'
W86.407818	N30° 22.6479'	W86° 24.4691'	64	1,366,865.6	505,705.4	N30.376704	W86.407987	N30° 22.6022'	W86° 24.4792'
W86.407772	N30° 22.6484'	W86° 24.4663'	65	1,366,876.6	505,715.6	N30.376733	W86.407953	N30° 22.6039'	W86° 24.4771'
W86.407727	N30° 22.6476'	W86° 24.4636'	66	1,366,891.3	505,718.5	N30.376741	W86.407906	N30° 22.6044'	W86° 24.4743'
W86.407698	N30° 22.6455'	W86° 24.4618'	67	1,366,905.3	505,713.0	N30.376727	W86.407862	N30° 22.6036'	W86° 24.4717'
W86.408356	N30° 22.6341'	W86° 24.5013'	68	1,366,914.3	505,700.5	N30.376693	W86.407833	N30° 22.6015'	W86° 24.4699'
W86.408320	N30° 22.6325'	W86° 24.4991'							
W86.408273	N30° 22.6321'	W86° 24.4963'							
W86.408229	N30° 22.6330'	W86° 24.4937'							
W86.408199	N30° 22.6350'	W86° 24.4919'							
W86.408158	N30° 22.6362'	W86° 24.4894'							
W86.408111	N30° 22.6361'	W86° 24.4866'							
W86.408071	N30° 22.6348'	W86° 24.4842'							
W86.408051	N30° 22.6325'	W86° 24.4830'							
W86.408024	N30° 22.6305'	W86° 24.4814'							
W86.407980	N30° 22.6295'	W86° 24.4788'							
W86.407933	N30° 22.6299'	W86° 24.4759'							
W86.407898	N30° 22.6315'	W86° 24.4738'							
W86.407863	N30° 22.6332'	W86° 24.4717'							
W86.407817	N30° 22.6338'	W86° 24.4689'							
W86.407772	N30° 22.6329'	W86° 24.4663'							
W86.407743	N30° 22.6309'	W86° 24.4645'							
W86.408400	N30° 22.6195'	W86° 24.5040'							
W86.408365	N30° 22.6178'	W86° 24.5018'							
W86.408318	N30° 22.6174'	W86° 24.4990'							
W86.408274	N30° 22.6184'	W86° 24.4964'							
W86.408244	N30° 22.6203'	W86° 24.4946'							
W86.408203	N30° 22.6216'	W86° 24.4921'							
W86.408155	N30° 22.6215'	W86° 24.4893'							
W86.408116	N30° 22.6201'	W86° 24.4869'							
W86.408096	N30° 22.6179'	W86° 24.4857'							
W86.408069	N30° 22.6158'	W86° 24.4841'							
W86.408025	N30° 22.6148'	W86° 24.4815'							
W86.407978	N30° 22.6152'	W86° 24.4786'							
W86.407942	N30° 22.6169'	W86° 24.4765'							
W86.407908	N30° 22.6186'	W86° 24.4744'							
W86.407862	N30° 22.6191'	W86° 24.4716'							
W86.407817	N30° 22.6182'	W86° 24.4690'							



TAYLOR ENGINEERING INC.
 4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
 (850)-460-7040
 10151 DEERWOOD PARK BLVD
 BLDG 300, SUITE 300
 JACKSONVILLE, FLORIDA 32256
 (904)-731-7040
 CERTIFICATE OF AUTHORIZATION # 4815

SEAL
DRAFT
 MATTHEW TRAMMELL P.E.# 69244

PROJECT TITLE
**OKALOOSA COUNTY
 NEARSHORE REEFS
 FWC GRANT # 15155
 OKALOOSA COUNTY, FLORIDA**

SUNSHINE STATE ONE CALL OF
 FLORIDA
 SUNSHINE 811 - ALWAYS CALL 811
 BEFORE YOU DIG
 1-800-638-4097

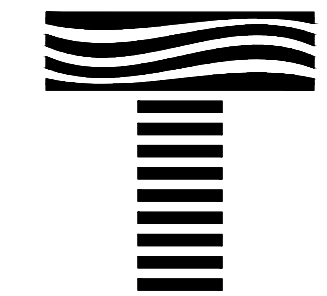
NO	ZONE	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	C2017-025
DATE	03-21-18
DESIGNED	DG/MT
DRAWN	CAS
CHECKED	DG
REVIEWED	MAT
SCALE	AS SHOWN

DRAWING TITLE
**CRAB TRAP REEF
 DEPLOYMENT PLAN**

C-18
 SHEET 18 OF 19

REEF AREA	REEF MODULE TYPE		TOTAL REEF MODULES
	3-DISK MODULE	4-DISK MODULE	
BEACH ACCESS #6	0	72	72
BEACH ACCESS #4	6	22	28
BEACH ACCESS #2	0	69	69
BEASLEY PARK	0	69	69
HENDERSON PARK WEST	0	66	66
HENDERSON PARK EAST	0	40	40
POMPANO STREET	0	72	42
CRAB TRAP	0	68	68
TOTAL REEF MODULES	6	478	484



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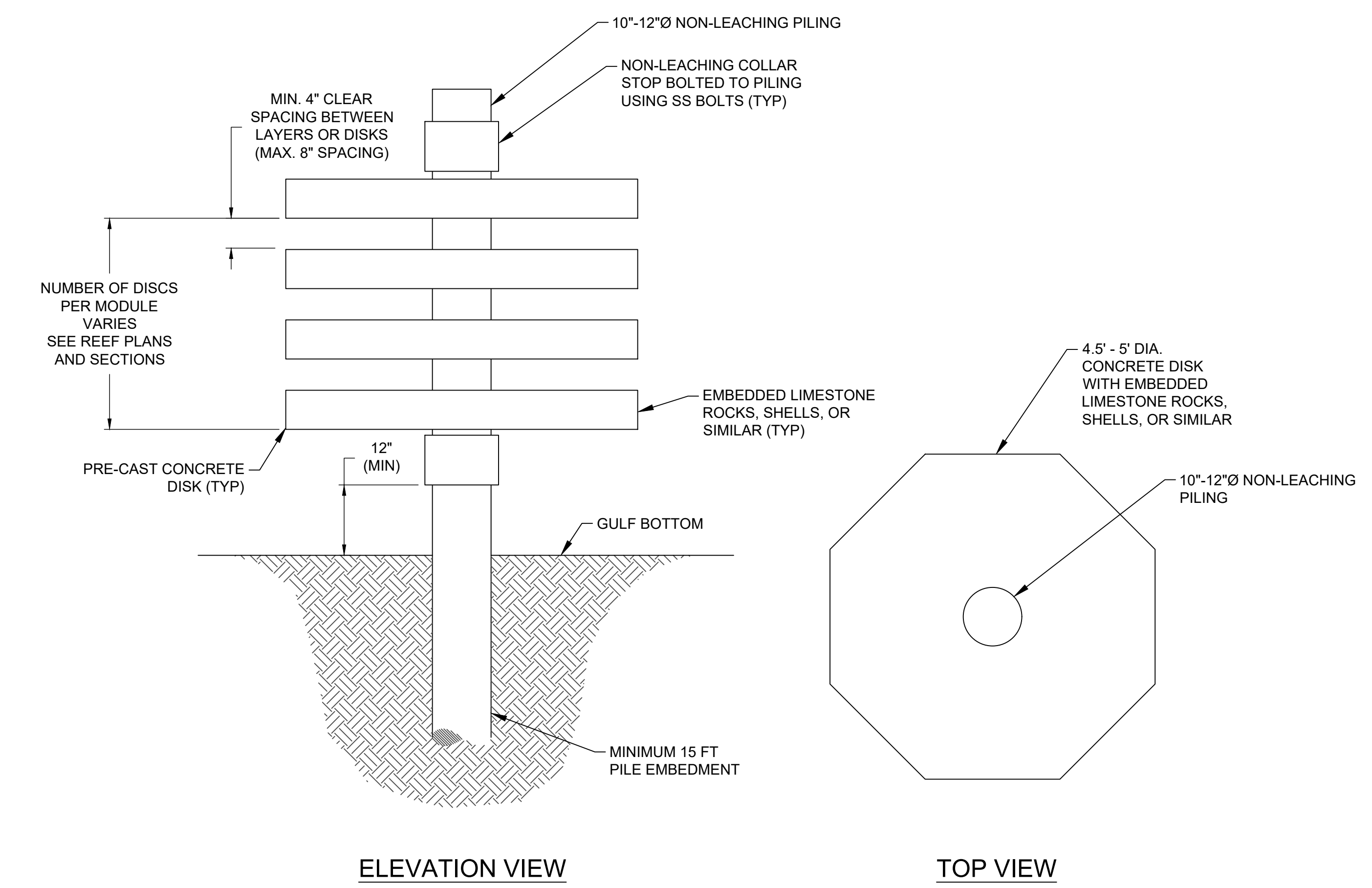
SEAL

DRAFT

MATTHEW TRAMMELL P.E.# 69244
PROJECT TITLE

**OKALOOSA COUNTY
NEARSHORE REEFS
FWC GRANT # 15155
OKALOOSA COUNTY, FLORIDA**

SUNSHINE STATE ONE CALL OF
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1-800-638-4097



NOTE: REEF MODULE DETAILS ARE FOR REPRESENTATIVE PURPOSES ONLY.
SEE FWC GRANT AGREEMENT FOR FURTHER MODULE DETAILS.

REVISIONS / SUBMISSIONS											DATE

PROJECT NO	C2017-025
DATE	03-21-18
DESIGNED	DG/MT
DRAWN	CAS
CHECKED	DG
REVIEWED	MAT
SCALE	AS SHOWN

DRAWING TITLE
**TYPICAL REEF MODULE
DETAIL**

C-19
SHEET 19 OF 19

NOTICE TO RESPONDENTS

RFP TDD 30-18

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) May 16th, 2018**, for **Okaloosa County Nearshore Artificial Reef Construction Project**.

Interested respondents desiring consideration shall provide one (1) original and six (6) copies (total of 7) of their Request for Proposals (RFP) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 1/2" x 11" where practical.

All originals must have original signatures in blue ink.

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

A **non-mandatory pre-bid** meeting will be held at **1:00 p.m. (CST), May 7th, 2018** at **1250 N. Eglin Parkway, Suite 100 Shalimar, FL 32579**. If you are unable to attend in person, you may call in to the following number: **850-609-2070**.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **3:00 p.m. (CST) May 16th, 2018** in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "**Okaloosa County Nearshore Artificial Reef Construction Project**". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

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

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

All submittals should be addressed as follows:

Okaloosa County Nearshore Artificial Reef Construction Project
RFP TDD 30-18

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

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Graham W. Fountain
Chairman

PROPOSAL REQUIREMENTS

PROPOSAL #: RFP TDD 30-18

PROPOSAL ITEM: Okaloosa County Nearshore Artificial Reef Construction Project

I. INTRODUCTION

The purpose and intent of this Request for Proposal is to select a qualified contractor for the acquisition, construction, and deployment of multiple nearshore snorkel reefs by deploying numerous pilings embedded at least 15 ft. into the seafloor to prevent movement due to the oceanographic forces associated with the shallow water depth. Three or more rock or shell embedded concrete layers are to be mounted on each piling with at least four (4) inches separating each layer. The reefs will be located in the Gulf of Mexico within active permitted areas in Florida waters offshore of Okaloosa County in depths less than 25ft.

This project is funded by the Deepwater Horizon National Damage Assessment Trustee Council and administered by the Florida Fish and Wildlife Conservation Commission. Available funding for this phase of the project is \$720,000.00. Contractor selection will be administered through the criteria outlined in the below request for proposal process considering the greatest quantity and quality of product and service offered. Contractors must submit proposals for what they can construct and deploy as specified in the deployment plan with the budgeted amount of \$720,000.00. All artificial reef construction and deployment must be completed by July 31, 2019.

II. SCOPE OF WORK

1. Definitions

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

a. "Artificial reef" means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida's managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.

b. "Permitted area" means an area with discrete boundaries inside of which one or more artificial reefs may be located and for which all required permits and authorizations have been obtained. These permits and authorizations include: artificial reef permits issued by the Florida Department of Environmental Protection and/or the Army Corps of Engineers and other permits, licenses, or authorizations required by any governing body.

c. "Staging site" means a land-based holding area for artificial reef material where such material is stored and prepared for transportation to an approved artificial reef site.

d. “Prefabricated modules” means structures specifically designed and built for use as artificial reefs and which meet the environmental safety, durability, and stability requirements of this rule, as well as providing complexity and texture which are suitable as habitat for fishes and for colonization by encrusting marine organisms.

e. “Contractor” means the vendor contracted by the GRANTEE to provide services defined in the scope of work and meets the definition of “Contractor” in section 119.0701(1)(a).F.S.

f. “Nearshore snorkel” means a category of artificial reef permitted areas located in water shallower than 25 ft. where pilings are used to stabilize concrete artificial reef layers through which pilings run.

The location of the artificial reef modules are as specified in the deployment plan (see Table 1). The specified artificial reef modules are to be deployed in four (4) artificial reef permit areas offshore of Okaloosa County. The permitted areas are “Beach Access #4 (Okaloosa Island Reef)”, “Beasley Park”, “Henderson Park East (Crystal Beach)”, and “Crab Trap” reef sites. These are authorized artificial reef permit areas with the U.S. Army Corps of Engineers and Florida Department of Environmental Protection. The permits for this area are:

Table 1 Artificial Reef Permit and Location Information

Permit Area Name	USACOE Permit Information FDEP Permit Information		Location Information		
	Nearshore	Permit Number	Expiration	Latitude/ Longitude	Depth (ft.)
Beach Access #4 (Okaloosa Island Reef)	SAJ-2012-02734(SP-SWA)	April 9, 2019	30° 23.694' N	9-14	6
	0314207-002-EG	June 6, 2022	86° 37.008' W		
Beasley Park	SAJ-2014-03328(SP-SWA)	June 8, 2022	30° 23.467' N	13 - 21	6
	46-0330366-001-EG	Nov. 14, 2019	86° 35.100' W		
Crab Trap	SAJ-2014-03328(SP-SWA)	June 8, 2022	30° 22.673' N	8 - 24	6
	46-0330621-001-EG	Nov. 14, 2019	86° 24.475' W		
Henderson Beach East (Crystal Beach)	SAJ-2012-01104(SP-SWA)	April 9, 2019	30° 22.841' N	9-18	6
	11243-002-EG	June 6, 2022	86° 26.099' W		

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

- a. Be on file with the Department of State in accordance with provision of Chapter 607, Florida Statutes, the “Florida Business Corporation Act”; (<http://dos.myflorida.com/>).
- b. Not be on the federal debarment list;
<http://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>
- c. Not be on the state debarment list;
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

- d. Show they are competent and have the necessary resources to fulfill the conditions of the contract.
- e. Have successfully completed at least one artificial reef construction project within the past 5 years, anywhere in the United States.
- f. Provide proof of insurance (in accordance with the County liability requirements);

2. Minimum Material Standards

Artificial reef materials placed in the “Nearshore Snorkel Reef Permitted Areas” (Table 1) must consist of an environmentally non-hazardous piling embedded at least 15 ft. into the seafloor to prevent movement due to oceanographic forces associated with the shallow water depth. Three or more rock or shell embedded concrete layers are mounted on the piling with at least four (4) inches separating each layer. The concrete structures shall have sufficient thickness, strength, and reinforcement to withstand the environmental conditions (e.g., waves, currents, etc.) associated with a 20-year storm event pursuant to language outlined in the Guidelines for Marine Artificial Reef Material. All artificial reef modules must be composed of reinforced marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi) and cured for at least 14 days prior to deployment. Units must be capable of being lowered to an upright position on the seafloor. Any lifting lines, straps or equipment used during deployment must be temporary and removed by the contractor prior to reimbursement.

3. Deployment Pattern Standards

Materials proposed must be deployed within the specified permitted areas. The respondent shall state the number of proposed modules in their RFP response. All artificial reef modules shall be planned a minimum of 50ft. from all permitted area boundaries. For deeper depths, strong current, wind or sea conditions, a greater buffer is strongly encouraged to ensure all deployments fall within the permitted area. In instances where the deployment vessel is spudded down in shallow water and accurate deployment locations can be determined (snorkel reefs), this 50 ft. buffer may be reduced as approved by the County based on the anchoring mechanism used.

4. Calendar of Events

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

5. Deployment and Material Placement

- a) During deployment of the artificial reef material, the transport vessel must be effectively moored through double anchoring, be spudded down, or otherwise be held securely in place with minimal movement (+/-50 feet) to ensure accurate placement of the modules on the bottom. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel

captain, the transport vessel crew, and the designated COUNTY observer on site. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the COMMISSION's observer, the COUNTY's observer or the contractor's vessel captain reserves the right to suspend off-loading operations if positioning or other deployment objectives, including safety of personnel and equipment, are not being met.

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

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

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

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

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

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

h) Both the COUNTY and its CONTRACTOR shall be prepared to remove any floating debris that might occur during deployment. Having boat hooks, dip nets, and other equipment on board to enable efficient collection of unanticipated floating debris is strongly

encouraged. The COUNTY shall be responsible for ensuring that any floating debris discovered during deployment operations (e.g., wood, floating line, aluminum cans, plastic bottles, or other floating materials) shall be collected and transported back to land for proper disposal.

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

6. Liability and Responsibility for Reef Materials

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

7. Reporting, Performance, and Publications

a. Any published articles related to this artificial reef activity should reflect the role of the NRDA ERP Phase III in assisting in the funding of this activity.

b. Proposers must complete Attachment E, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Federally Funded Transactions.

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

d. The Contractor is required to be in compliance with the following Federal employment guidelines when employing individuals with funds obtained through this contract:

1. Title 42, United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964 as amended)
2. Title 29, United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended)
3. Title 20, United States Code Section 1681 (Section 901, Title IX, Public Law 92-318, prohibiting discrimination on the basis of sex)
4. Title 42, United States Code (Section 6101 Title II of Public Law 94-135, prohibiting discrimination on the basis of age)

5. Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60)
6. Under Title 40, United States Code Section 276a to a-7 (as supplemented by Department of Labor Regulations, 29 CFR, Part 5), Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of labor. In addition, CONTRACTORS shall be required to pay wages not less often than once a week.

e. If modules are damaged during transport or deployment, liquidated damages may be assessed giving the County the option of reducing payment for any misplaced, disoriented, cracked or broken modules documented during the County’s post-deployment surveys. The County will report liquidated damages to the Contractor using the assigned unique identifier number within 30 days of material deployment. Claims for liquidated damages may only be applied to the specific modules documented by the County within the 30-day inspection period. Modules not inspected within the 30-day inspection period will not be eligible for liquidated damages. Liquidated damages may be applied per unit according to the liquidated damages schedule (Table 2). Damages can be cumulative; for example, if a unit is found to be lying on its side and was cracked during handling that unit’s price will be reduced by 20%.

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

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

Proposal Sheet

Okaloosa County NRDA Nearshore Snorkel Reef Construction RFP: TDD 30-18

Bidder Contractor Name: _____

Module Type to be deployed according to the attached drawings/coordinates= Piling mounted module or facsimile

Total Number of Modules: _____

Price Per Module Deployed: _____

Permitted Snorkel Sites	ACOE Permit Number	FDEP Permit	Number of Modules
Beach Access #4 (Okaloosa Island Reef)	SAJ-2012-02734(SP-SWA)	0314207-002-EG	
Beasley Park	SAJ-2014-03328(SP-SWA)	46-0330366-001 EG	
Crab Trap	SAJ-2014-03328(SP-SWA)	46-0330621-001 EG	
Henderson Beach East (Crystal Beach)	SAJ-2012-01104(SP-SWA)	11243-002-EG	

III. SELECTION CRITERIA

To be considered, interested Respondents shall submit or address the following:
(See enclosed Artificial Reef Project Proposal Evaluation for more details)

The Contractor shall develop as part of the proposal, in draft form, a detailed project plan for the procurement, labor, construction, staging, transport and deployment on which the Contractor intends to bid. The Contractor must provide as part of the proposed project plan the following:

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

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

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

B. Module Specifications (Average Ranking Weighted 40%)

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

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

C. Schedule of Operations (Average Ranking Weighted 20%)

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

1. Provide the total number of estimated days at sea number of module manufacturing days and associated vessel loading days that will be required to complete the project prior to the contract expiration date. Shortest periods of time and earliest completion dates are preferred.

2. Describe the step-by-step tasks of procuring, loading, moving, transporting, handling and deploying the selected modules through the time the modules are placed on the bottom. Proven, previously used methods are preferred.
3. Describe how the modules will be safely transported to the reef construction site, including how the modules will be secured for transit to the deployment site.
4. Describe the proposed anchoring system and the proposed method to accurately deploy the modules at the designated coordinates. Describe how coordination with designated County observers will be maintained. Methods with the greatest degree of safety and protection are preferred. Greatest anchoring and deployment methods to ensure placement accuracy are favored.

D. Available Deployment Resources (Average Ranking Weighted 20%)

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

1. The staging site where the units will be kept and made available for inspection at least fourteen days prior to deployment. High site capability and accessibility for inspection by the County is preferred.
2. The specifications (load capacity, vessel type, etc.) of the vessel/barge, and crane, and other equipment that will deploy the modules, and the port(s) they will be operating from. Well maintained equipment showing greatest capabilities and dependability are preferred.
3. The specification (load capacity, vessel type, etc.) of the tugboat and/or other support vessels that will deploy the modules, and the port(s) they will be operating from. Well maintained vessels showing greatest capability and dependability are preferred.
4. The GPS specifications and methods to be used to deploy materials at the target locations and the anticipated deployment accuracy of module placement in relation to the target coordinates. Equipment redundancy and installations with the least offset distances are preferred. Methods and procedures assuring greatest placement accuracy are preferred.

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

V. SPECIAL INSTRUCTIONS

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

- (1) All interested parties shall submit written responses that address each aspect of the Scope of Work and Selection Criteria in the sequence presented in the RFP. Respondents may also include additional material they deem relevant to their selection.
- (2) A Review Committee will evaluate the submitted proposals, rank their responsiveness to the Selection Criteria, and identify the top-ranked Respondents.

- (3) The top-ranked Respondents may be invited to make a presentation. Each presentation will be conducted at the Respondent's expense, including all travel costs.
- (4) The Review Committee shall recommend the final, top-ranked Respondent(s) to the Board of County Commissioners for final approval.

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

VI. TERM OF CONTRACT

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

GENERAL SERVICES INSURANCE REQUIREMENTS – w/Watercraft Liability

REVISED: 02/08/2018

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

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

WATERCRAFT LIABILITY INSURANCE

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

LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

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

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

7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

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

UMBRELLA INSURANCE

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

GENERAL PROPOSAL CONDITIONS

1. PRE-PROPOSAL ACTIVITY -

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

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

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

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

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

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

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

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

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

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

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

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

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

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

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

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

4. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
5. **SUBMITTAL OF PROPOSAL** – A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

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

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

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

7. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
8. **IDENTICAL TIE PROPOSALS** – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
9. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
10. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
11. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
12. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
13. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
14. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
 - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

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

15. AWARD OF CONTRACT -

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

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

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

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

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

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

18. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

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

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

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

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

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

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

25. PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination.

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

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

26. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
27. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
28. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.
29. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
30. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
31. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate

termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

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

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

(This part of the page left blank intentionally)

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____

NO: _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO.: _____

E-MAIL: _____

DATE: _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONE OF SILENCE

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

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

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

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

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

I _____ representing _____
Signature Company Name

On this _____ day of _____ 2018 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

Respondent's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

Email

COMPANY DATA

Respondent's Company Name:

Physical Address & Phone #:

Contact Person (Typed-Printed):

Phone #:

Cell #:

Email:

Federal ID or SS #:

Respondent's License #:

Respondent's DUNS #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

ADDENDUM ACKNOWLEDGEMENT

RFP TDD 30-18

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

ADDENDUM NO.

DATE

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

PROPOSAL SHEET

Date Submitted: _____

PROPOSAL#: RFP TDD 30-18

PROPOSAL TITLE: Okaloosa County Nearshore Artificial Reef Construction Project

Vendor				
Experience and Understanding (20 points max)				
Module Specifications (40 points max)				
Schedule of Operations (20 points max)				
Available Deployment Resources (20 points max)				
Total 100 pts				

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment

eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

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

- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

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

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

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

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

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

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

EXHIBIT C
GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

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

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

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

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

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

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

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

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

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

16. **Record Retention:**

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

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

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

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

19. **Safeguarding Personal Identifiable Information**

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

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

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

DRAFT CONTRACT

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

EXHIBIT "A"

To be inserted later once submittals have been made- Request for Proposals and Respondents Acknowledgement solicited for an **Okaloosa County Nearshore Artificial Reef Construction Project**, date of opening **May 16, 2018** and any addendums thereto.

CONTRACT

For RFP TDD 30-18

OKALOOSA COUNTY NEARSHORE ARTIFICIAL REEF CONSTRUCTION

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

WITNESSETH:

WHEREAS, the County through an Request for Proposals & Respondent's Acknowledgement solicited for an Okaloosa County Nearshore Artificial Reef Construction Project; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

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

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

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

II. Scope of Work

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

III. Payment

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

IV. Contract Time and Liquidated Damages

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

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

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

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

E. The terms of Contract with respect to payments and final settlement shall apply as between Owner and Contractor, except as herein modified. Payment for patch reef construction shall be due Contractor within 25 (twenty-five) calendar days from receipt of Contractor's invoice. Should the schedule of work extend beyond 30 (thirty) calendar days, Contractor shall submit a partial pay estimate for the work completed through the 25th day of the month. Payment shall be construed as an acceptance of work and as an acknowledgment that Contractor has completed his work.

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

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

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

V. Invoice Requirements

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

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

VI. Duration of Contract and Termination of the Contract

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

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

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate

the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

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

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

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

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

VII. Remedies

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

VIII. Intent of Contract Documents

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

IX. Investigation

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

X. Notice

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

The authorized representatives of the County shall be:

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

The authorized representative for _____ shall be:

Courtesy copy to:

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

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

XI. Governing Law & Venue

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

XII Public Records

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

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

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

XIII. Audit

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

XIV. Assignment

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

XV. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any

statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

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

XVI. Severability

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

XVII. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XIII. Third Party Beneficiaries

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

XIX. Indemnification and Hold Harmless

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

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

XX. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of _____ represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory

represents and warrants to the County that the execution and delivery of this Contract and the performance of _____ obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XXI. Subcontracting

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

XXII. Insurance

CONTRACTORS INSURANCE

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

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

WORKERS' COMPENSATION INSURANCE

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

BUSINESS AUTOMOBILE LIABILITY

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

WATERCRAFT LIABILITY INSURANCE

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

LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

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

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

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

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

UMBRELLA INSURANCE

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

XXIII. Taxes and Assessments

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

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

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

XXIV. Compliance with Laws

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

XXV. Supervision and Superintendents

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

XXVI. Protection of Work

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

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

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

XXVII. Emergencies

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

XXIII. Tests and Inspections

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

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

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

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

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

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

Company

OKALOOSA COUNTY, FLORIDA

Printed Name/Title

Graham W. Fountain
Chairman

Signature

Date:

Date:

ATTEST:

J.D. Peacock, II, Clerk

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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

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

(10) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

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

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

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

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

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

(4) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(5) Has a value of more than \$3,500; and

(6) Includes work performed in the United States.