



ADDENDUM 1

June 24, 2020

RFP TDD 60-20

Okaloosa County 2020 Nearshore Artificial Reef Construction Project

This addendum is being issued to provide (1) additional project specifications and drawings; (2) response to a question asked by a potential vendor during the pre-bid meeting; and (3) an update to the original RFP.

Question – Could deployment accuracy be changed from one (1) meter to five (5) feet?

Answer – Responses for both a deployment accuracy under five (5) feet and a deployment accuracy under (1) meter can be submitted. Project budget will determine which option will be utilized.

The proposal opening date remains July 15, 2020 at 3:00 P.M.



REQUEST FOR PROPOSALS (“RFP”) & RESPONDENT’S ACKNOWLEDGEMENT

RFP TITLE:
Okaloosa County 2020 Nearshore Artificial Reef Construction Project

RFP NUMBER:
RFP TDD 60-20

ISSUE DATE:	June 15, 2020	9:00 A.M. CST
NON-MANDATORY PRE-PROPOSAL MEETING:	June 24, 2020	9:00 A.M. CST
LAST DAY FOR QUESTIONS:	June 26, 2020	9:00 A.M. CST
RFP OPENING DATE & TIME:	July 15, 2020	3:00 P.M. CST

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

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 Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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

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

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

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE: _____

**NOTICE TO RESPONDENTS
RFP TDD 60-20**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) July 15, 2020**, for **Okaloosa County 2020 Nearshore Artificial Reef Construction Project**. Interested respondents desiring consideration shall provide one (1) original and one (1) thumb drive of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the following sites:

<http://www.myokaloosa.com/purchasing/hom>

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

A **non-mandatory pre-bid** meeting will be held at **9:00 a.m. (CST), June 24th, 2020 at 1540 Miracle Strip Parkway SE Fort Walton Beach, FL 32548**. If you are unable to attend in person, you may call in to the following number: **850-306-2101. Once you hear dial tone, dial 6966 # #.**

Proposals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **3:00 p.m. (CST) July 15, 2020** 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 2020 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 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:
2020 Nearshore Artificial Reef Construction Project
RFP TDD 60-20
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Robert A. "Trey" Goodwin, III
Chairman

PROPOSAL REQUIREMENTS

RFP TDD 60-20

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. Four 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 RESTORE Act. Available funding for this phase of the project is \$1,233,566.00. 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 \$1,233,566.00. All artificial reef construction and deployment must be completed by December 31, 2020.

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 and 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 Okaloosa County to provide services defined in the scope of work and meets the definition of "Contractor" in section 119.0701(1) (a).F.S.

- f. “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.

2. Location

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 #2”, “Beach Access #6”, “Henderson Park West”, and “Pompano St” reef sites. These are authorized artificial reef permitted areas with the U.S. Army Corps of Engineers and Florida Department of Environmental Protection. The permits for this area are:

Table 1 Nearshore Artificial Reef Permitted Areas associated with this project

Permit Area Name	USACOE Permit Information		Location Information		
	FDEP Permit Information				
Nearshore	Permit Number	Expiration	Latitude/ Longitude	Depth (ft.)	Navigational Clearance (ft.)
Beach Access #2	SAJ-2014-03328(SP-SWA)	June 8, 2022	30° 23.602'N	13 - 23	6
	0330615-002-EG-46	January 17, 2025	86° 36.482'W		
Beach Access #6	SAJ-2014-03328(SP-SWA)	June 8, 2022	30° 23.673'N	13 - 23	6
	0330622-002-EG-46	January 17, 2025	86° 37.572'W		
Pompano St	SAJ-2014-03328(SP-SWA)	June 8, 2022	30° 22.735'N	15 - 24	6
	0330616-002-EG-46	January 21, 2025	86° 25.128'W		
Henderson Park West	SAJ-2014-03328(SP-SWA)	April 9, 2019	30° 22.892'N	12 - 24	6
	0330620-002-EG-46	January 17, 2025	86° 27.164'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).

3. 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. Four 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 and supporting pilings 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.

4. 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 20ft. 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 20 ft. buffer may be reduced as approved by the County based on the anchoring mechanism used.

5. Calendar of Events

Project construction and deployment must be completed prior to March 31, 2021. No compensation will be made for any work completed after this date.

6. 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 FWC’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 County 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 County representatives to conduct on-site inspection of the artificial reefs before, during, and after the deployment.

7. 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.

8. Contractor Experience

- 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/businessoperations/statepurchasing/vendorinformation/convictedsuspendedisriminatorycomplaintsvendorlists>
- 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).

9. Reporting, Performance, and Publications

- a. Any published articles related to this artificial reef activity should reflect the role of the Federal Aid in Sport Fish Restoration Program in assisting in funding 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 (attached to each reef) 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

III. SELECTION CRITERIA

1. Module Specifications (Average Ranking Weighted 30%)

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

- a. 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 drawings (top, side, bottom views) of each module design proposed. Module descriptions exhibiting the greatest detail and performance potential are preferred.

- b. Footprint. Provide the area in square feet of the base of each module design proposed.
- c. 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.
- d. Height. Identify the maximum height of each type of module to be deployed. Greatest heights meeting specifications and restrictions are desired.
- e. 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.
- f. Demonstrate stability of each module design. Documentation of past performance are preferred.
- g. Demonstrate durability of each module design. Documentation of past performance at similar deployment depths are preferred.
- h. 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.
- i. Identify the total quantity of modules that will be provided. Lowest cost is preferred.

2. 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:

- a. 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.
- b. 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.

3. 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:

- a. 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.
- b. 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.

- c. 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.
- d. 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.

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

Describe the schedule to complete deployment of all modules by July 31, 2020. The contractor must provide the following information:

- a. 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.
- b. 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.
- c. 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.
- d. 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.

5. Reef Price per Unit/Total Project Cost (Average Ranking Weighted 10%)

Identify the total quantity of modules that will be provided. Lowest cost (greatest number of modules) is preferred.

IV. 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.

V. 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 December 31, 2020. However, if additional funds become available this contract may be extended. Work is permitted seven (7) days a week during daylight hours only (sunrise to sunset) or as restricted by the specific staging or loading areas not owned by the County.

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

VI. TIME SCHEDULE (ALL TIMES ARE TENTATIVE)

ACTIVITY	DATE (subject to change)
Issue RFP for 30 days	15 June 2020
Non-mandatory Pre-Proposal Meeting	24 June 2020
Questions from potential proposers due	26 June 2020
Issue Addendum (if necessary)	29 June 2020
Proposal Response Due	15 July 2020
Review Committee Meeting	11 August 2020
Intent to Award	14 August 2020
Board Approval by (if needed)	01 September 2020

GENERAL SERVICES INSURANCE REQUIREMENTS – w/Watercraft Liability

REVISED: 08/13/2018

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

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

BUSINESS AUTOMOBILE LIABILITY

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

WATERCRAFT LIABILITY INSURANCE

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

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

GENERAL PROPOSAL CONDITIONS

I. 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: aetheridge@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 RFP documents will be issued by the County five (5) days prior to the date and time of 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.

II. PREPARATION OF PROPOSAL

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

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

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

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

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

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

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

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

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

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

III. 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.

IV. 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.

V. 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.

VI. 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.

VII. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

VII. 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.

VIII. 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.

IX. 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 contractor list.

X. 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.

XI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory contractor 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.

XII. 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 contractor list.

XIII. 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.

XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

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

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV: ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data

- G. System of Awards Management
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Governmental Debarment & Suspension
- K. Vendors on Scrutinized Companies List
- L. List of References
- M. Exhibit C – General Grant Funding Special Proposal Conditions

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DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE #.: _____

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 contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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 _____ 2020, I 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

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 60-20

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, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Government Debarment & Suspension

Instructions

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

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

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

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative _____

Signature

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

LIST OF REFERENCES

1. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

2. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

3. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

4. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

5. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

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.: _____

**ARTIFICIAL REEF CONSTRUCTION PROJECT
RFP TDD 60-20
RANKING SHEET**

VENDORS

RANKING CRITERIA			
Module Specifications – 0 – 30 Points			
Available Deployment Resources 0 – 20 Points			
Experience and Understanding 0 – 20 Points			
Schedule of Operations 0 – 20 Points			
Reef Price per Unit/Total Project Cost 0 – 10 Points			
TOTAL POSSIBLE – 100 PTS			

COMMITTEE MEMBER: _____

DATE: _____

SIGNATURE:

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 **July 15, 2020** and any addendums thereto.



FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, FL 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

January 17, 2020

Okaloosa County Board of County Commissioners
c/o Alexander Fogg
1250 N. Eglin Parkway, Suite 100
Shalimar, Florida 32579
afogg@myokaloosa.com

File No.: 0330622-002-EG/46, Okaloosa County

Dear Mr. Fogg:

On January 10, 2020, we received your notice of intent to use a General Permit (GP) pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) to construct an artificial reef made from clean concrete materials firmly anchored to the bottom and does not exceed half the distance from the bottom to the surface. Deployment is to occur within the project area beginning approximately 100 feet offshore and extending another 1,090 feet offshore from Beach Access #6, Okaloosa Island, Okaloosa County, within the Gulf of Mexico, Class III Florida Waters. The project is located within the boundary of the coordinates listed in the following table:

Beach Access #6	Latitude	Longitude
Northeast Corner	30° 23.7614'	-86° 37.5330'
Northwest Corner	30° 23.7652'	-86° 37.5976'
Southeast Corner	30° 23.5820'	-86° 37.5473'
Southwest Corner	30° 23.5859'	-86° 37.6119'

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

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

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

1. Regulatory Review – Approved

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

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

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

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258, F.S. and Chapters 18-20 and 18-21, F.A.C.

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

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

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

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

3. Federal Review – Not Included

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

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

Additional Information

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department’s action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

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

- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

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

If you have any questions regarding this matter, please contact Ian Rehrig at the letterhead address, at (850)595-0645, or at Ian.Rehrig@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Ian Rehrig
Environmental Specialist
Submerged Lands and Environmental Resources Program

Attachments:

1. Rule 62-330.600, F.A.C., 1 page
2. General Conditions for All General Permits, Rule 62-330.405, F.A.C., 3 pages
3. Special Consent Conditions for Use of Sovereignty Submerged Lands, 1 page
4. General Consent Conditions for Use of Sovereignty Submerged Lands, 2 pages
5. Project Drawings, 6 pages

CERTIFICATE OF SERVICE

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

Wade Dandridge, DEP, Wade.Dandridge@FloridaDEP.gov
Duncan Greer, Taylor Engineering, Inc., dgreer@taylorengeering.com
Okaloosa County, mmartinez@co.okaloosa.fl.us jautrey@co.okaloosa.fl.us
sbitterman@co.okaloosa.fl.us propertyappraiser@okaloosapa.com

FILING AND ACKNOWLEDGMENT

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

Rachel Harris
Clerk

January 17, 2020
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

62-330.405 General Conditions for All General Permits.

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

- (1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.
- (2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the “take” of listed species).
- (3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
- (4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
- (5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
- (6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.
- (7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
- (8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
- (9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.
- (10) A permittee’s right to conduct a specific activity under the general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

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

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

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

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

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

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

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee

shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

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

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

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

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

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

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

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

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

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

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

Special Consent Conditions

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

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

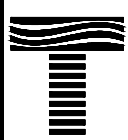
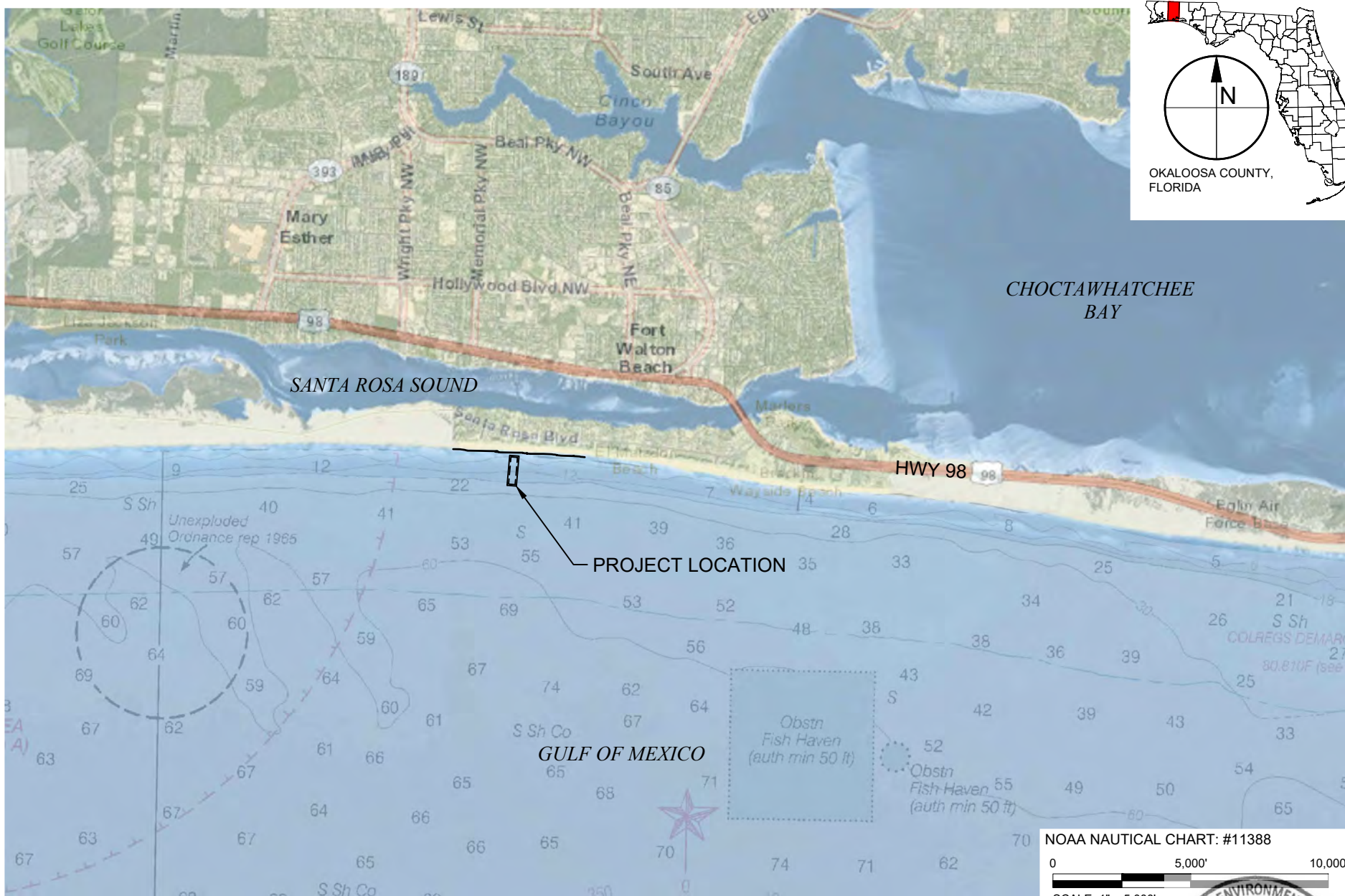
All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding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

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.
- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
- (g) Structures or activities shall not create a navigational hazard.
- (h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
- (i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
- (j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.0347, 253.665, 253.71, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82,

Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09, 3-21-19.

ANTON FLEWELLING \S\SYSTEMS\PROJECTS\2014-058 OKA SNORKEL REEF\PERMIT\C2014-058-PLLOCATION\MAP BEACH ACCESS 6.DWG 1/6/2020 5:15:54 PM



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 1
LOCATION MAP
BEACH ACCESS #6 NEARSHORE REEF
OKALOOSA COUNTY, FLORIDA

PROJECT	C2019-069
DRAWN BY	AF
SHEET	1 of 6
DATE	JAN 2020

NOAA NAUTICAL CHART: #11388

0 5,000' 10,000'

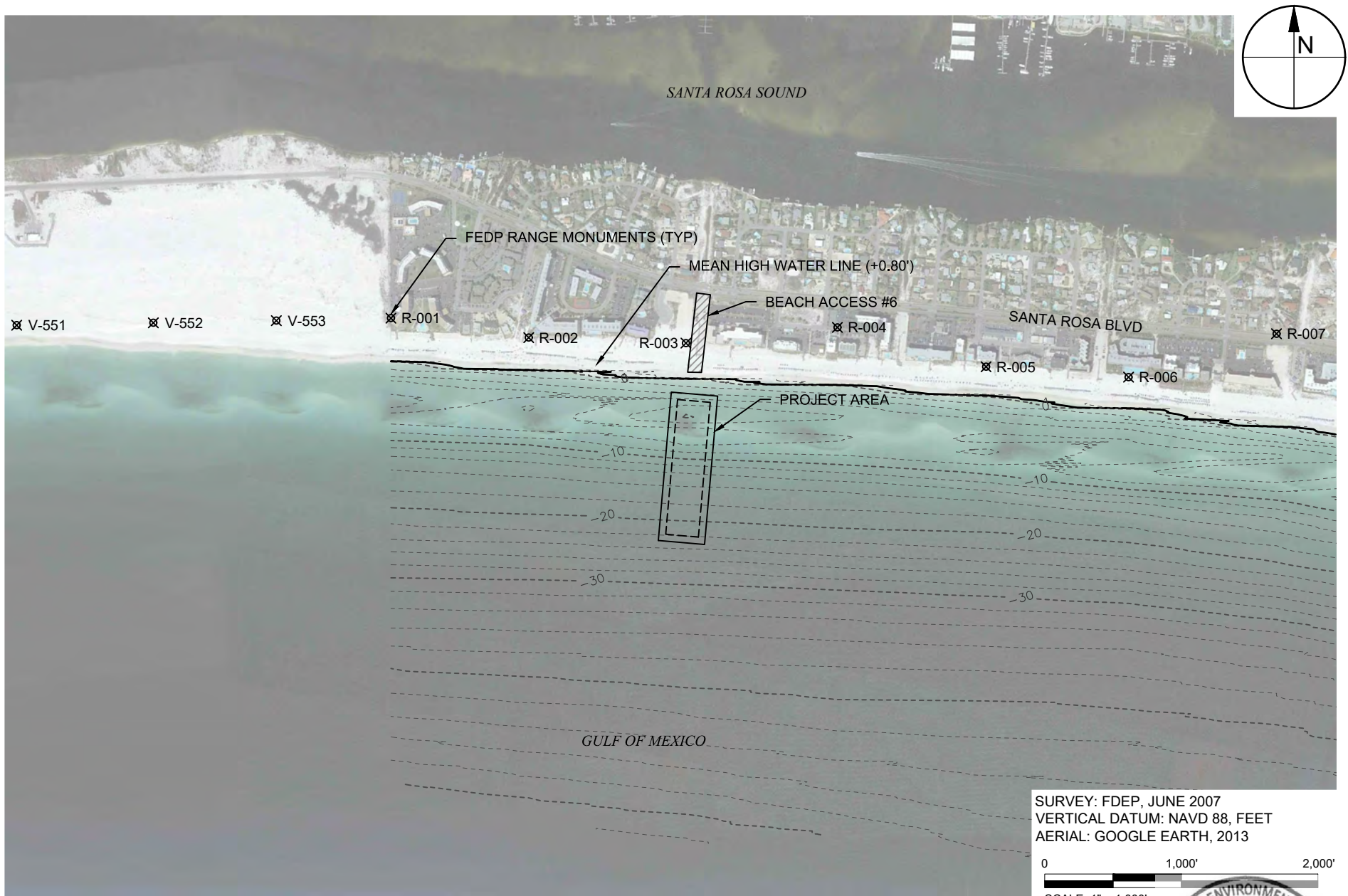
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1/6
0330622-002-EG/46

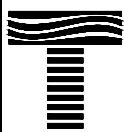
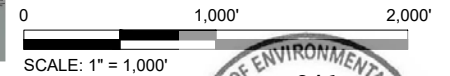
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
STATE OF FLORIDA

MATTHEW TRIMM 03/15/2024 DATE

ANTON FLEWELLING \A\SYSTEMS\PROJECTS\C2019-069 OKA SNORKEL REEF\PERMITS\C2019-069-006-PREF\OVERVIEWS ACCESS 6.DWG 1/2/2020 5:16:01 PM



SURVEY: FDEP, JUNE 2007
 VERTICAL DATUM: NAVD 88, FEET
 AERIAL: GOOGLE EARTH, 2013



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
 REGISTRY # 4815

FIGURE 2
 PROJECT OVERVIEW
 BEACH ACCESS #6 NEARSHORE REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2019-069
DRAWN BY	AF
SHEET	2 of 6
DATE	JAN 2020

SEAL

2/6

0330622-002-EG/46

DEPARTMENT OF ENVIRONMENTAL PROTECTION

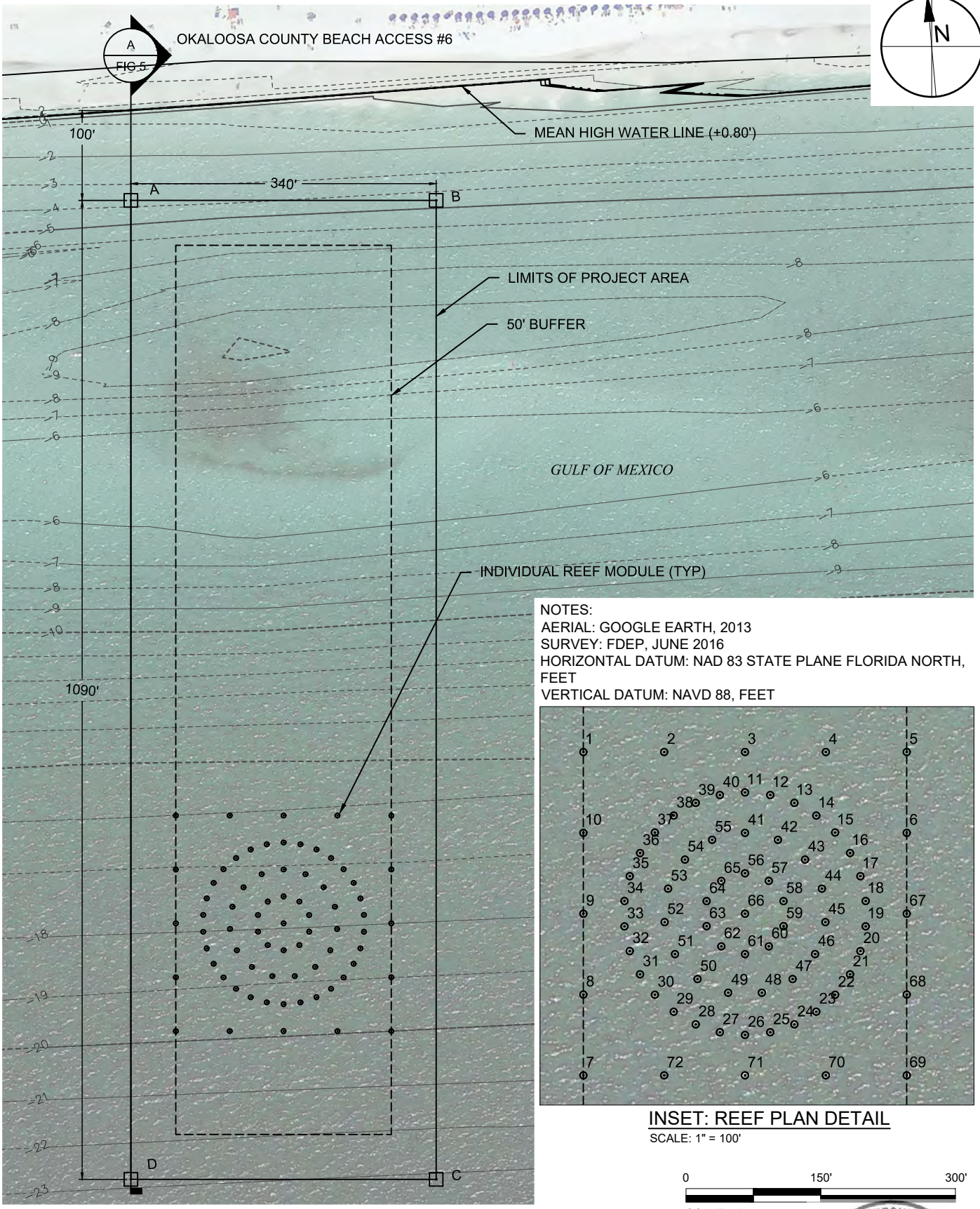
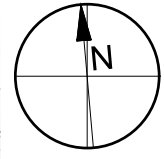
PERMIT

STATE OF FLORIDA

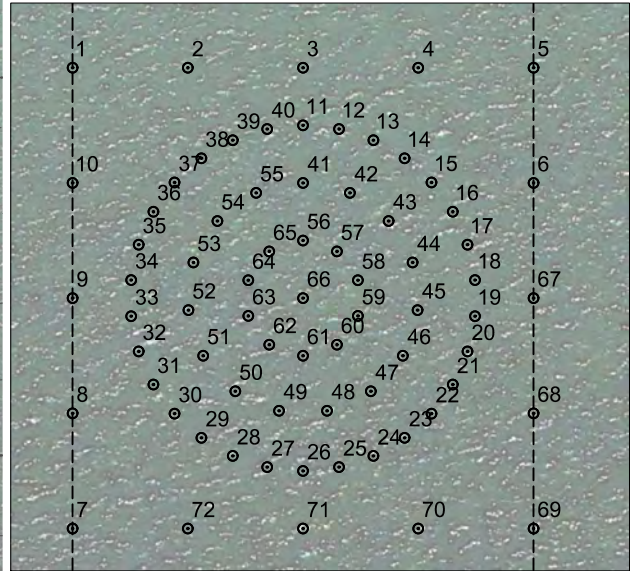
MATTHEW TRIMM, P.E. 199244 DATE

A
FIG. 5

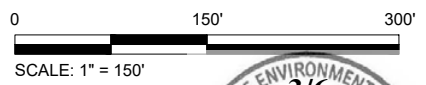
OKALOOSA COUNTY BEACH ACCESS #6



NOTES:
 AERIAL: GOOGLE EARTH, 2013
 SURVEY: FDEP, JUNE 2016
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET



INSET: REEF PLAN DETAIL
 SCALE: 1" = 100'



ANTON FLEWELLING X:\SYSTEM\PROJECTS\C2019-069 OKA SNORKEL REEF\PERMIT\C2019-069-R-REEF PLANS.DWG 1/6/2020 5:16:35 PM

TAYLOR ENGINEERING INC.
 4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
 REGISTRY # 4815

FIGURE 3 REEF PLAN BEACH ACCESS #6 NEARSHORE REEF OKALOOSA COUNTY, FLORIDA					
PROJECT	DRAWN BY	SHEET	DATE		
C2019-069	AF	3 of 6	JAN 2020		

SEAL
 3/6
0330622-002-EG/46
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 PERMIT
 STATE OF FLORIDA

BEACH ACCESS #6 PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,298,065.02	513,974.60	N30.396087	W86.626627	N30° 23.7652'	W86° 37.5976'
B	1,298,403.72	513,944.89	N30.396023	W86.625551	N30° 23.7614'	W86° 37.5330'
C	1,298,308.45	512,859.06	N30.393033	W86.625789	N30° 23.5820'	W86° 37.5473'
D	1,297,969.75	512,888.77	N30.393098	W86.626864	N30° 23.5859'	W86° 37.6119'

NOTES:
HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
VERTICAL DATUM: NAVD 88, FEET
LAT/LONG: NAD 83 DATUM, DECIMAL DEGREES AND DEGREES/DECIMAL MINUTES

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
1	1,298,054.96	513,287.85	N30.394199	W86.626618	N30° 23.6519'	W86° 37.5971'
2	1,298,114.73	513,282.61	N30.394188	W86.626428	N30° 23.6513'	W86° 37.5857'
3	1,298,174.50	513,277.37	N30.394176	W86.626238	N30° 23.6506'	W86° 37.5743'
4	1,298,234.27	513,272.12	N30.394165	W86.626048	N30° 23.6499'	W86° 37.5629'
5	1,298,294.04	513,266.88	N30.394154	W86.625858	N30° 23.6492'	W86° 37.5515'
6	1,298,288.80	513,207.11	N30.393989	W86.625872	N30° 23.6393'	W86° 37.5523'
7	1,298,033.98	513,048.77	N30.393541	W86.626670	N30° 23.6124'	W86° 37.6002'
8	1,298,039.23	513,108.54	N30.393705	W86.626657	N30° 23.6223'	W86° 37.5994'
9	1,298,044.47	513,168.31	N30.393870	W86.626644	N30° 23.6322'	W86° 37.5986'
10	1,298,049.72	513,228.08	N30.394034	W86.626631	N30° 23.6421'	W86° 37.5979'
11	1,298,171.88	513,247.48	N30.394094	W86.626245	N30° 23.6456'	W86° 37.5747'
12	1,298,190.35	513,243.89	N30.394085	W86.626186	N30° 23.6451'	W86° 37.5712'
13	1,298,207.67	513,236.53	N30.394066	W86.626131	N30° 23.6439'	W86° 37.5678'
14	1,298,223.07	513,225.73	N30.394037	W86.626081	N30° 23.6422'	W86° 37.5649'
15	1,298,235.90	513,211.97	N30.394000	W86.626040	N30° 23.6400'	W86° 37.5624'
16	1,298,245.59	513,195.84	N30.393956	W86.626008	N30° 23.6374'	W86° 37.5605'
17	1,298,251.71	513,178.05	N30.393907	W86.625987	N30° 23.6344'	W86° 37.5592'
18	1,298,254.00	513,159.37	N30.393856	W86.625979	N30° 23.6314'	W86° 37.5587'
19	1,298,252.35	513,140.63	N30.393804	W86.625983	N30° 23.6283'	W86° 37.5590'
20	1,298,246.85	513,122.64	N30.393755	W86.626000	N30° 23.6253'	W86° 37.5600'
21	1,298,237.72	513,106.18	N30.393709	W86.626028	N30° 23.6225'	W86° 37.5617'
22	1,298,225.38	513,091.99	N30.393669	W86.626066	N30° 23.6202'	W86° 37.5640'
23	1,298,210.35	513,080.67	N30.393637	W86.626113	N30° 23.6182'	W86° 37.5668'
24	1,298,193.29	513,072.72	N30.393615	W86.626166	N30° 23.6169'	W86° 37.5700'
25	1,298,174.96	513,068.49	N30.393602	W86.626224	N30° 23.6161'	W86° 37.5735'
26	1,298,156.15	513,068.17	N30.393600	W86.626284	N30° 23.6160'	W86° 37.5770'
27	1,298,137.68	513,071.76	N30.393609	W86.626343	N30° 23.6166'	W86° 37.5806'
28	1,298,120.36	513,079.12	N30.393629	W86.626398	N30° 23.6177'	W86° 37.5839'
29	1,298,104.95	513,089.92	N30.393657	W86.626448	N30° 23.6194'	W86° 37.5869'
30	1,298,092.12	513,103.68	N30.393695	W86.626489	N30° 23.6217'	W86° 37.5893'
31	1,298,082.44	513,119.81	N30.393738	W86.626521	N30° 23.6243'	W86° 37.5912'
32	1,298,076.31	513,137.60	N30.393787	W86.626541	N30° 23.6272'	W86° 37.5925'
33	1,298,074.03	513,156.28	N30.393838	W86.626550	N30° 23.6303'	W86° 37.5930'
34	1,298,075.67	513,175.02	N30.393890	W86.626546	N30° 23.6334'	W86° 37.5927'
35	1,298,081.18	513,193.01	N30.393940	W86.626529	N30° 23.6364'	W86° 37.5917'
36	1,298,090.30	513,209.46	N30.393985	W86.626501	N30° 23.6391'	W86° 37.5901'
37	1,298,102.65	513,223.66	N30.394025	W86.626463	N30° 23.6415'	W86° 37.5878'
38	1,298,117.68	513,234.98	N30.394057	W86.626416	N30° 23.6434'	W86° 37.5850'
39	1,298,134.73	513,242.93	N30.394080	W86.626362	N30° 23.6448'	W86° 37.5817'
40	1,298,153.07	513,247.16	N30.394092	W86.626304	N30° 23.6455'	W86° 37.5783'
41	1,298,169.26	513,217.60	N30.394012	W86.626251	N30° 23.6407'	W86° 37.5751'
42	1,298,193.11	513,210.29	N30.393993	W86.626175	N30° 23.6396'	W86° 37.5705'
43	1,298,211.94	513,193.92	N30.393949	W86.626114	N30° 23.6369'	W86° 37.5669'
44	1,298,222.48	513,171.31	N30.393887	W86.626080	N30° 23.6332'	W86° 37.5648'
45	1,298,222.91	513,146.36	N30.393819	W86.626077	N30° 23.6291'	W86° 37.5646'

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
46	1,298,213.15	513,123.40	N30.393755	W86.626106	N30° 23.6253'	W86° 37.5664'
47	1,298,194.90	513,106.39	N30.393707	W86.626163	N30° 23.6224'	W86° 37.5698'
48	1,298,171.31	513,098.27	N30.393684	W86.626238	N30° 23.6210'	W86° 37.5743'
49	1,298,146.46	513,100.45	N30.393689	W86.626317	N30° 23.6213'	W86° 37.5790'
50	1,298,124.64	513,112.55	N30.393721	W86.626387	N30° 23.6232'	W86° 37.5832'
51	1,298,109.63	513,132.48	N30.393775	W86.626435	N30° 23.6265'	W86° 37.5861'
52	1,298,104.02	513,156.79	N30.393841	W86.626455	N30° 23.6305'	W86° 37.5873'
53	1,298,108.79	513,181.28	N30.393909	W86.626441	N30° 23.6345'	W86° 37.5865'
54	1,298,123.10	513,201.72	N30.393966	W86.626397	N30° 23.6379'	W86° 37.5838'
55	1,298,144.49	513,214.56	N30.394002	W86.626330	N30° 23.6401'	W86° 37.5798'
56	1,298,166.63	513,187.71	N30.393929	W86.626258	N30° 23.6358'	W86° 37.5755'
57	1,298,183.70	513,180.46	N30.393910	W86.626203	N30° 23.6346'	W86° 37.5722'
58	1,298,193.25	513,164.57	N30.393867	W86.626172	N30° 23.6320'	W86° 37.5703'
59	1,298,191.62	513,146.10	N30.393816	W86.626176	N30° 23.6290'	W86° 37.5706'
60	1,298,179.46	513,132.11	N30.393777	W86.626214	N30° 23.6266'	W86° 37.5728'
61	1,298,161.39	513,127.94	N30.393765	W86.626271	N30° 23.6259'	W86° 37.5763'
62	1,298,144.33	513,135.19	N30.393784	W86.626325	N30° 23.6270'	W86° 37.5795'
63	1,298,134.78	513,151.08	N30.393827	W86.626357	N30° 23.6296'	W86° 37.5814'
64	1,298,136.40	513,169.55	N30.393878	W86.626353	N30° 23.6327'	W86° 37.5812'
65	1,298,148.57	513,183.54	N30.393917	W86.626315	N30° 23.6350'	W86° 37.5789'
66	1,298,164.01	513,157.82	N30.393847	W86.626264	N30° 23.6308'	W86° 37.5759'
67	1,298,283.55	513,147.34	N30.393824	W86.625885	N30° 23.6295'	W86° 37.5531'
68	1,298,278.31	513,087.57	N30.393660	W86.625898	N30° 23.6196'	W86° 37.5539'
69	1,298,273.07	513,027.80	N30.393495	W86.625911	N30° 23.6097'	W86° 37.5546'
70	1,298,213.29	513,033.04	N30.393507	W86.626101	N30° 23.6104'	W86° 37.5660'
71	1,298,153.52	513,038.28	N30.393518	W86.626291	N30° 23.6111'	W86° 37.5774'
72	1,298,093.75	513,043.53	N30.393529	W86.626480	N30° 23.6118'	W86° 37.5888'

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TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 4
PROJECT AREA AND REEF MODULE TABLES
BEACH ACCESS #6 NEARSHORE REEF
OKALOOSA COUNTY, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2019-069	AF	4 of 6	JAN 2020

SEAL

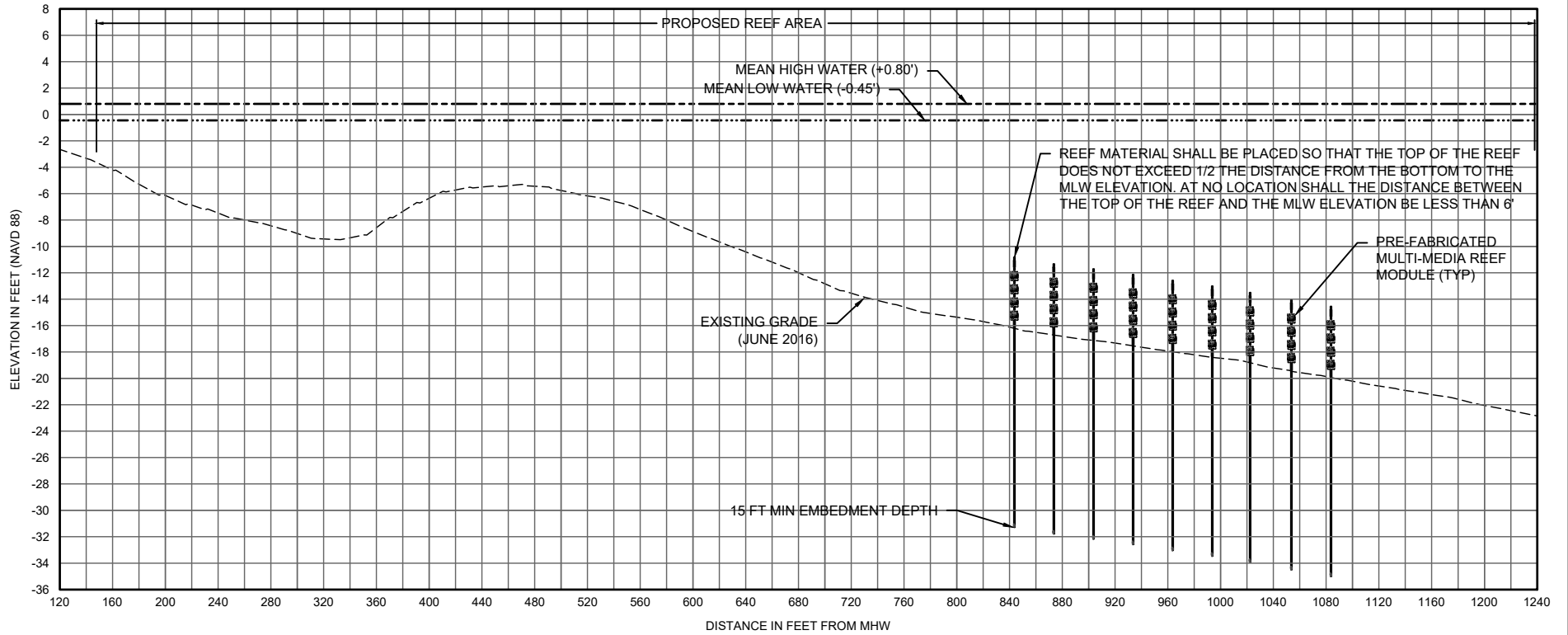
4/6
0330622-002-EG/46



DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
STATE OF FLORIDA

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

ANTON FLEWELLING \A\SYSTEMS\PROJECTS\C2019-069 OKA SNORKEL REEF\PERMIT\C2019-069-P-REEF SECTIONS.DWG - 1/9/2020 5:17:08 PM



A **TYPICAL SECTION**
FIG 3 SCALE: 1" = 120'
 V-SCALE: 1" = 12' 0 120'

SURVEY: FDEP, JUNE 2016
 VERTICAL DATUM: NAVD 88, FEET

TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
 REGISTRY # 4815

FIGURE 5
 TYPICAL SECTION
 BEACH ACCESS #6 NEARSHORE REEF
 OKALOOSA COUNTY, FLORIDA

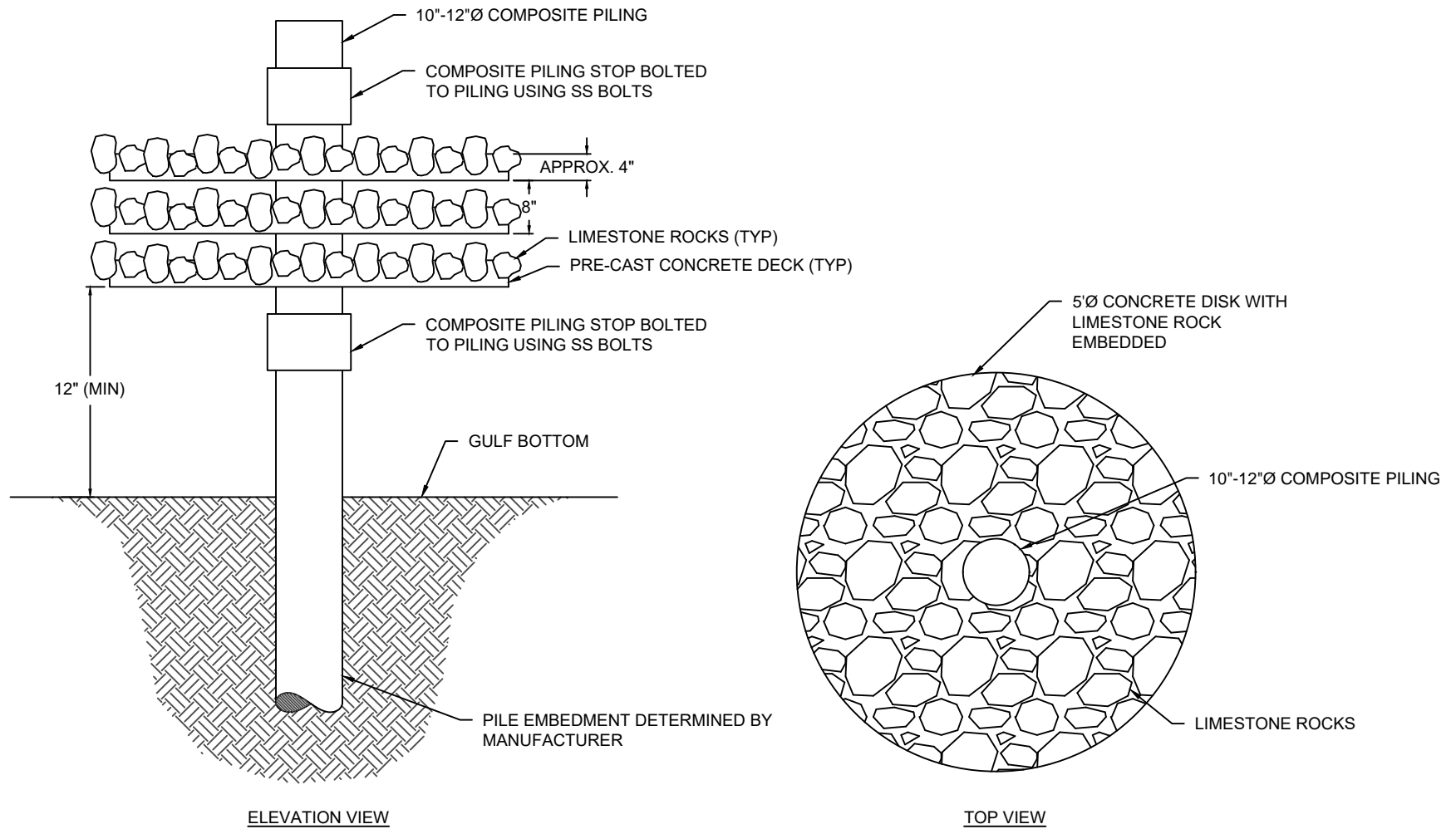
PROJECT	C2019-069
DRAWN BY	AF
SHEET	5 of 6
DATE	JAN 2020

SEAL

5/6

0330622-002-EG/46

MATTHEW TRIMM, P.E. 12169244 DATE



PRE-FABRICATED MULTI-MEDIA REEF MODULE

NOT TO SCALE



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 6
REEF DETAILS
BEACH ACCESS #6 NEARSHORE REEF
OKALOOSA COUNTY, FLORIDA

PROJECT	C2019-069
DRAWN BY	AF
SHEET	6 of 6
DATE	JAN 2020

SEAL

6/6
0330622-002-EG/46

DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
STATE OF FLORIDA

MATTHEW TRIMM, P.E. 1219244 DATE

ANTON.FLEVELLING\A\SYSTEMS\PROJECTS\C2019-069 OKA SNORKEL REEF\PERMIT\C2019-069-P-DETAILS.DWG 1/6/2020 5:17:17 PM



FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, FL 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

January 17, 2020

Okaloosa County Board of County Commissioners
c/o Alexander Fogg
1250 N. Eglin Parkway, Suite 100
Shalimar, Florida 32579
afogg@myokaloosa.com

File No.: 0330615-002-EG/46, Okaloosa County

Dear Mr. Fogg:

On January 10, 2020, we received your notice of intent to use a General Permit (GP) pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) to construct an artificial reef made from clean concrete materials firmly anchored to the bottom and does not exceed half the distance from the bottom to the surface. Deployment is to occur within the project area beginning approximately 100 feet offshore and extending another 1,090 feet offshore from Beach Access #2, Okaloosa Island, Okaloosa County, within the Gulf of Mexico, Class III Florida Waters. The project is located within the boundary of the coordinates listed in the following table:

Beach Access #2	Latitude	Longitude
Northeast Corner	30° 23.6873'	-86° 36.4341'
Northwest Corner	30° 23.6960'	-86° 36.4980'
Southeast Corner	30° 23.5096'	-86° 36.4664'
Southwest Corner	30° 23.5184'	-86° 36.5303'

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

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

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

1. Regulatory Review – Approved

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

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

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

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258, F.S. and Chapters 18-20 and 18-21, F.A.C.

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

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

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

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

3. Federal Review – Not Included

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

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

Additional Information

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department’s action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

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

- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

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

If you have any questions regarding this matter, please contact Ian Rehrig at the letterhead address, at (850)595-0645, or at Ian.Rehrig@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Ian Rehrig
Environmental Specialist
Submerged Lands and Environmental Resources Program

Attachments:

1. Rule 62-330.600, F.A.C., 1 page
2. General Conditions for All General Permits, Rule 62-330.405, F.A.C., 3 pages
3. Special Consent Conditions for Use of Sovereignty Submerged Lands, 1 page
4. General Consent Conditions for Use of Sovereignty Submerged Lands, 2 pages
5. Project Drawings, 6 pages

CERTIFICATE OF SERVICE

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

Keith Mille, FWC, Keith.Mille@myFWC.com
Wade Dandridge, DEP, Wade.Dandridge@FloridaDEP.gov
Duncan Greer, Taylor Engineering, Inc., dgreer@taylorengeering.com
Okaloosa County, mmartinez@co.okaloosa.fl.us jautrey@co.okaloosa.fl.us
sbitterman@co.okaloosa.fl.us propertyappraiser@okaloosapa.com

FILING AND ACKNOWLEDGMENT

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



Clerk

January 17, 2020

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

62-330.405 General Conditions for All General Permits.

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

- (1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.
- (2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the “take” of listed species).
- (3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
- (4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
- (5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
- (6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.
- (7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
- (8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
- (9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.
- (10) A permittee’s right to conduct a specific activity under the general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

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

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

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

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

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

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

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee

shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

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

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

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

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

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

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

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

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

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

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

Special Consent Conditions

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

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

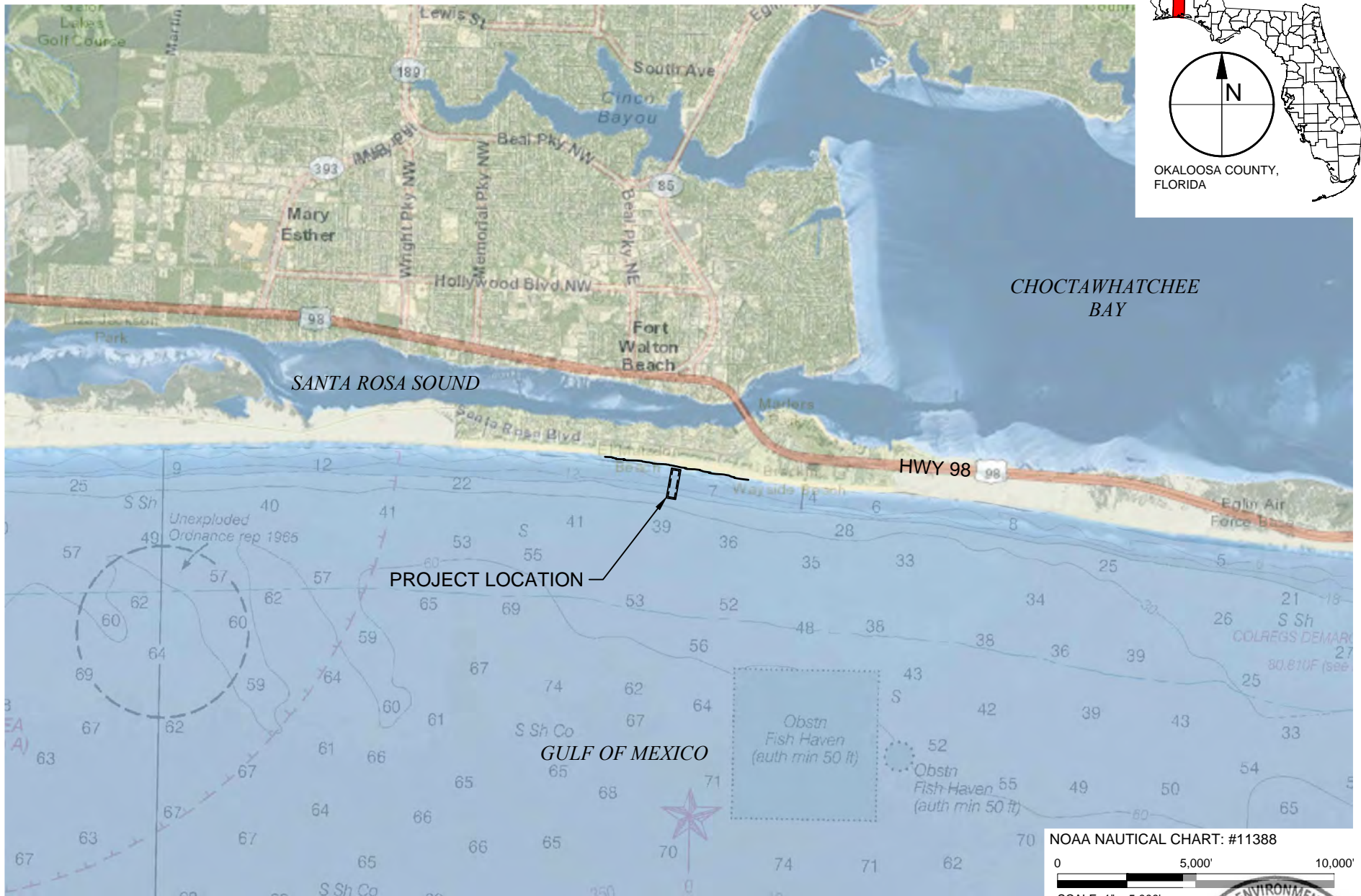
All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding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

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.
- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
- (g) Structures or activities shall not create a navigational hazard.
- (h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
- (i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
- (j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

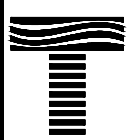
Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.0347, 253.665, 253.71, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82,

Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09, 3-21-19.

ANTON FLEWELLING \S\SYSTEMS\PROJECTS\C2019-069 OKA SNORKEL REEF\PERMIT\C2019-069-PLLOCATION\MAP BEACH-ACCESS 2.DWG 1/6/2020 5:08:01 PM



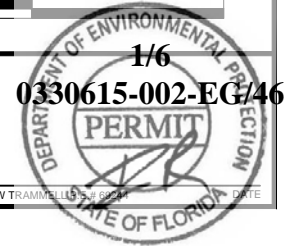
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 SCALE: 1" = 5,000'



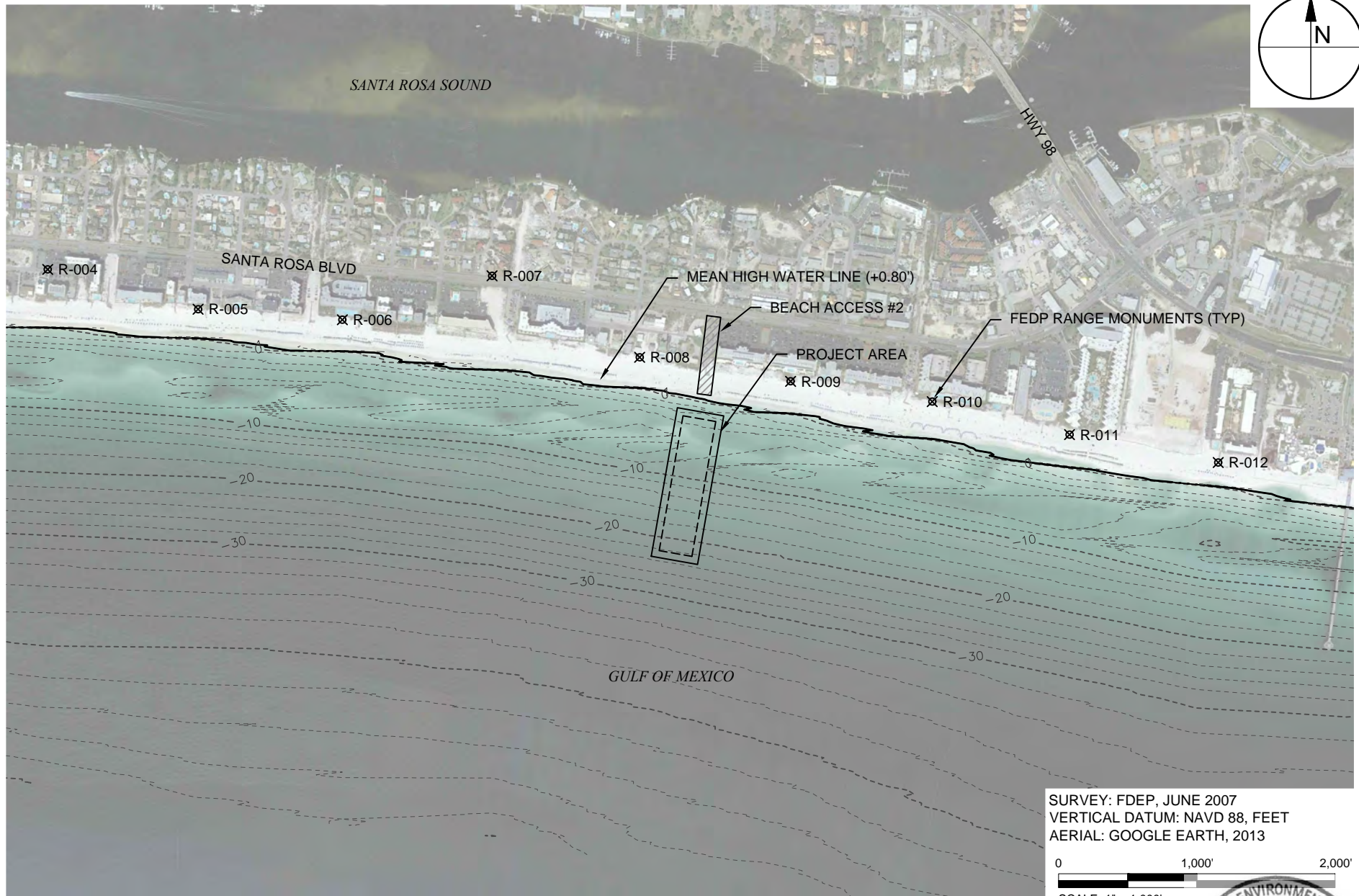
TAYLOR ENGINEERING INC.
 4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
 REGISTRY # 4815

FIGURE 1
 LOCATION MAP
 BEACH ACCESS #2 NEARSHORE REEF
 OKALOOSA COUNTY, FLORIDA

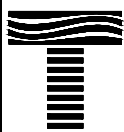
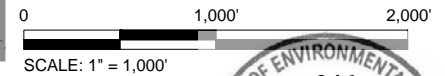
PROJECT	C2019-069	SEAL
DRAWN BY	AF	
SHEET	1 of 6	
DATE	JAN 2020	



ANTON FLEVELLING \S\SYSTEMS\PROJECTS\C2019-069 OKA SNORKEL REEF\PERMIT\C2019-069 OKA SNORKEL REEF OVERVIEWS ACCESS 2.DWG 1/6/2020 5:09:13 PM



SURVEY: FDEP, JUNE 2007
 VERTICAL DATUM: NAVD 88, FEET
 AERIAL: GOOGLE EARTH, 2013



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
 REGISTRY # 4815

FIGURE 2
 PROJECT OVERVIEW
 BEACH ACCESS #2 NEARSHORE REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2019-069
DRAWN BY	AF
SHEET	2 of 6
DATE	JAN 2020

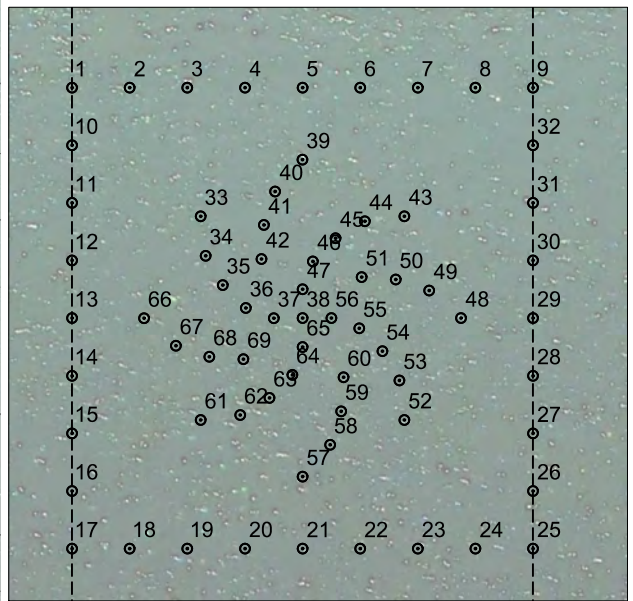
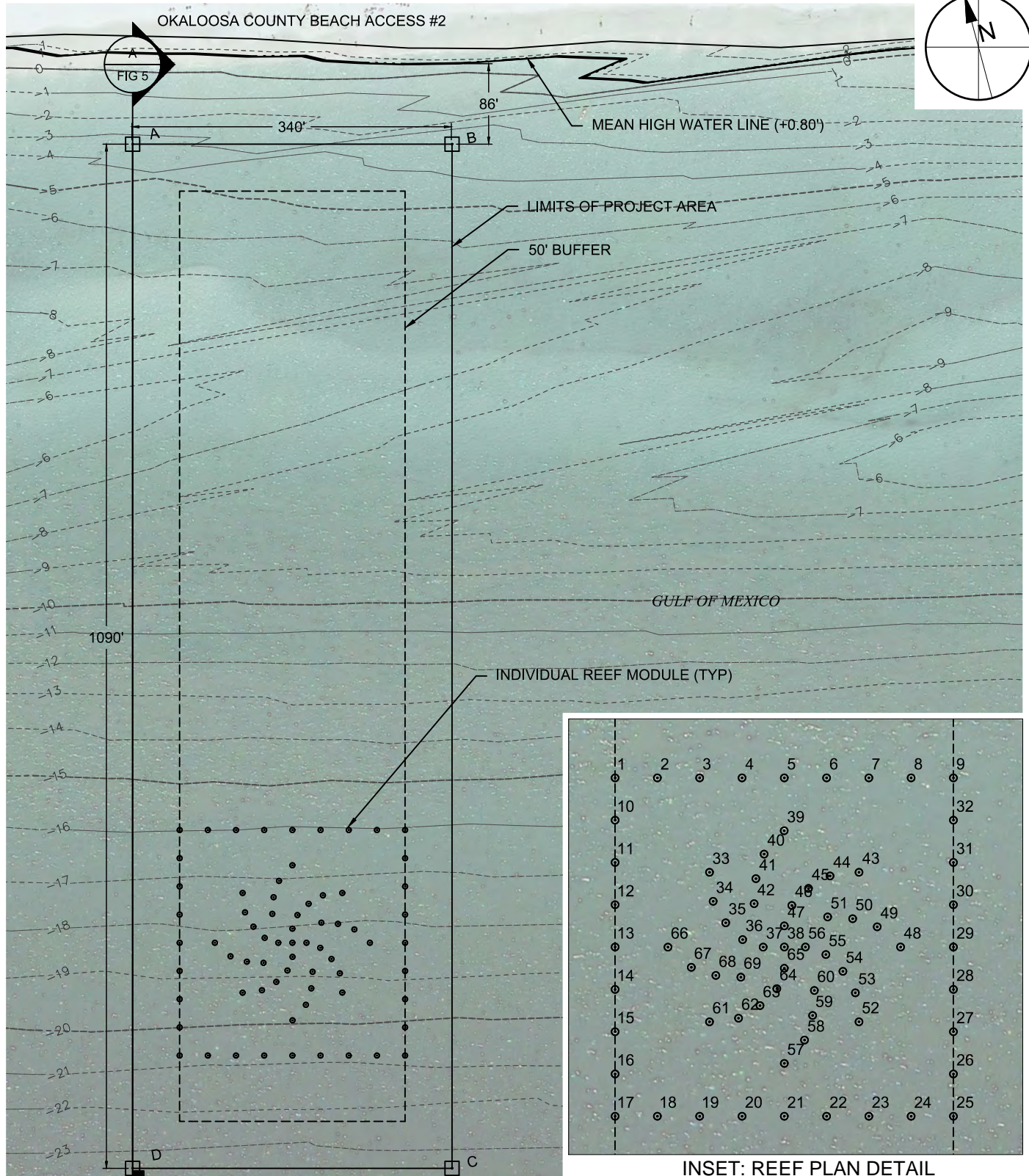
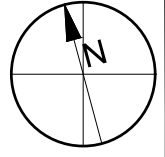
SEAL

2/6
 0330615-002-EG/46

DEPARTMENT OF ENVIRONMENTAL PROTECTION
 PERMIT
 STATE OF FLORIDA

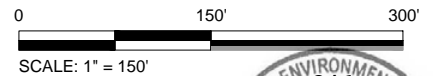
MATTHEW TRAMMELLUS DATE

OKALOOSA COUNTY BEACH ACCESS #2



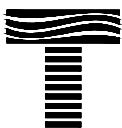
INSET: REEF PLAN DETAIL

SCALE: 1" = 100'



NOTES:

- AERIAL: GOOGLE EARTH, 2013
- SURVEY: FDEP, JUNE 2016
- HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
- VERTICAL DATUM: NAVD 88, FEET



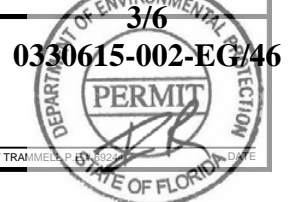
TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 3
REEF PLAN
BEACH ACCESS #2 NEARSHORE REEF
OKALOOSA COUNTY, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2019-069	AF	3 of 6	JAN 2020

SEAL



BEACH ACCESS #2 PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,303,834.27	513,447.53	N30.394933	W86.608300	N30° 23.6960'	W86° 36.4980'
B	1,304,169.09	513,388.40	N30.394788	W86.607235	N30° 23.6873'	W86° 36.4341'
C	1,303,979.54	512,315.01	N30.391827	W86.607773	N30° 23.5096'	W86° 36.4664'
D	1,303,644.72	512,374.13	N30.391973	W86.608838	N30° 23.5184'	W86° 36.5303'

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
1	1,303,756.56	512,719.96	N30.392929	W86.608504	N30° 23.5757'	W86° 36.5102'
2	1,303,786.11	512,714.74	N30.392916	W86.608410	N30° 23.5750'	W86° 36.5046'
3	1,303,815.65	512,709.52	N30.392903	W86.608316	N30° 23.5742'	W86° 36.4989'
4	1,303,845.19	512,704.30	N30.392890	W86.608222	N30° 23.5734'	W86° 36.4933'
5	1,303,874.74	512,699.09	N30.392878	W86.608128	N30° 23.5727'	W86° 36.4877'
6	1,303,904.28	512,693.87	N30.392865	W86.608034	N30° 23.5719'	W86° 36.4820'
7	1,303,933.82	512,688.65	N30.392852	W86.607940	N30° 23.5711'	W86° 36.4764'
8	1,303,963.36	512,683.44	N30.392839	W86.607846	N30° 23.5703'	W86° 36.4707'
9	1,303,992.91	512,678.22	N30.392826	W86.607752	N30° 23.5696'	W86° 36.4651'
10	1,303,751.35	512,690.41	N30.392848	W86.608518	N30° 23.5709'	W86° 36.5111'
11	1,303,746.13	512,660.87	N30.392766	W86.608533	N30° 23.5660'	W86° 36.5120'
12	1,303,740.91	512,631.33	N30.392685	W86.608548	N30° 23.5611'	W86° 36.5129'
13	1,303,735.70	512,601.78	N30.392603	W86.608563	N30° 23.5562'	W86° 36.5138'
14	1,303,730.48	512,572.24	N30.392522	W86.608578	N30° 23.5513'	W86° 36.5147'
15	1,303,725.26	512,542.70	N30.392440	W86.608592	N30° 23.5464'	W86° 36.5155'
16	1,303,720.05	512,513.15	N30.392359	W86.608607	N30° 23.5415'	W86° 36.5164'
17	1,303,714.83	512,483.61	N30.392277	W86.608622	N30° 23.5366'	W86° 36.5173'
18	1,303,744.37	512,478.40	N30.392264	W86.608528	N30° 23.5359'	W86° 36.5117'
19	1,303,773.92	512,473.18	N30.392251	W86.608434	N30° 23.5351'	W86° 36.5060'
20	1,303,803.46	512,467.96	N30.392239	W86.608340	N30° 23.5343'	W86° 36.5004'
21	1,303,833.00	512,462.74	N30.392226	W86.608246	N30° 23.5335'	W86° 36.4948'
22	1,303,862.54	512,457.53	N30.392213	W86.608152	N30° 23.5328'	W86° 36.4891'
23	1,303,892.09	512,452.31	N30.392200	W86.608058	N30° 23.5320'	W86° 36.4835'
24	1,303,921.63	512,447.09	N30.392187	W86.607964	N30° 23.5312'	W86° 36.4778'
25	1,303,951.17	512,441.88	N30.392174	W86.607870	N30° 23.5305'	W86° 36.4722'
26	1,303,956.39	512,471.42	N30.392256	W86.607855	N30° 23.5354'	W86° 36.4713'
27	1,303,961.61	512,500.96	N30.392337	W86.607841	N30° 23.5402'	W86° 36.4704'
28	1,303,966.82	512,530.51	N30.392419	W86.607826	N30° 23.5451'	W86° 36.4695'
29	1,303,972.04	512,560.05	N30.392500	W86.607811	N30° 23.5500'	W86° 36.4687'
30	1,303,977.26	512,589.59	N30.392582	W86.607796	N30° 23.5549'	W86° 36.4678'
31	1,303,982.47	512,619.13	N30.392663	W86.607781	N30° 23.5598'	W86° 36.4669'
32	1,303,987.69	512,648.68	N30.392745	W86.607766	N30° 23.5647'	W86° 36.4660'
33	1,303,810.85	512,642.35	N30.392718	W86.608327	N30° 23.5631'	W86° 36.4996'
34	1,303,809.81	512,621.64	N30.392661	W86.608329	N30° 23.5597'	W86° 36.4997'
35	1,303,815.92	512,605.09	N30.392616	W86.608309	N30° 23.5570'	W86° 36.4985'
36	1,303,825.72	512,591.30	N30.392579	W86.608277	N30° 23.5547'	W86° 36.4966'
37	1,303,839.10	512,583.52	N30.392558	W86.608234	N30° 23.5535'	W86° 36.4940'
38	1,303,853.87	512,580.92	N30.392552	W86.608187	N30° 23.5531'	W86° 36.4912'
39	1,303,868.19	512,662.16	N30.392776	W86.608146	N30° 23.5665'	W86° 36.4888'
40	1,303,851.22	512,648.36	N30.392737	W86.608199	N30° 23.5642'	W86° 36.4920'
41	1,303,842.51	512,632.17	N30.392692	W86.608226	N30° 23.5615'	W86° 36.4936'
42	1,303,838.17	512,614.97	N30.392645	W86.608239	N30° 23.5587'	W86° 36.4943'
43	1,303,915.30	512,623.93	N30.392673	W86.607995	N30° 23.5604'	W86° 36.4797'
44	1,303,894.60	512,624.98	N30.392675	W86.608060	N30° 23.5605'	W86° 36.4836'
45	1,303,878.05	512,618.87	N30.392657	W86.608112	N30° 23.5594'	W86° 36.4867'

NOTES:
HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
VERTICAL DATUM: NAVD 88, FEET
LAT/LONG: NAD 83 DATUM, DECIMAL DEGREES AND DEGREES/DECIMAL MINUTES

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
46	1,303,864.25	512,609.06	N30.392630	W86.608156	N30° 23.5578'	W86° 36.4893'
47	1,303,856.47	512,595.69	N30.392592	W86.608179	N30° 23.5555'	W86° 36.4908'
48	1,303,935.12	512,566.59	N30.392516	W86.607928	N30° 23.5510'	W86° 36.4757'
49	1,303,921.32	512,583.57	N30.392562	W86.607973	N30° 23.5537'	W86° 36.4784'
50	1,303,905.12	512,592.28	N30.392586	W86.608025	N30° 23.5551'	W86° 36.4815'
51	1,303,887.92	512,596.62	N30.392597	W86.608080	N30° 23.5558'	W86° 36.4848'
52	1,303,896.89	512,519.48	N30.392385	W86.608047	N30° 23.5431'	W86° 36.4828'
53	1,303,897.93	512,540.19	N30.392442	W86.608045	N30° 23.5465'	W86° 36.4827'
54	1,303,891.82	512,556.74	N30.392487	W86.608065	N30° 23.5492'	W86° 36.4839'
55	1,303,882.01	512,570.53	N30.392525	W86.608097	N30° 23.5515'	W86° 36.4858'
56	1,303,868.64	512,578.31	N30.392545	W86.608140	N30° 23.5527'	W86° 36.4884'
57	1,303,839.54	512,499.67	N30.392328	W86.608228	N30° 23.5397'	W86° 36.4937'
58	1,303,856.52	512,513.47	N30.392366	W86.608175	N30° 23.5420'	W86° 36.4905'
59	1,303,865.23	512,529.66	N30.392411	W86.608148	N30° 23.5447'	W86° 36.4889'
60	1,303,869.57	512,546.86	N30.392459	W86.608135	N30° 23.5475'	W86° 36.4881'
61	1,303,792.43	512,537.90	N30.392430	W86.608379	N30° 23.5458'	W86° 36.5028'
62	1,303,813.14	512,536.86	N30.392429	W86.608313	N30° 23.5457'	W86° 36.4988'
63	1,303,829.69	512,542.96	N30.392446	W86.608261	N30° 23.5468'	W86° 36.4957'
64	1,303,843.48	512,552.77	N30.392474	W86.608218	N30° 23.5484'	W86° 36.4931'
65	1,303,851.26	512,566.14	N30.392511	W86.608194	N30° 23.5507'	W86° 36.4917'
66	1,303,772.62	512,595.24	N30.392587	W86.608445	N30° 23.5552'	W86° 36.5067'
67	1,303,786.42	512,578.27	N30.392541	W86.608401	N30° 23.5525'	W86° 36.5040'
68	1,303,802.61	512,569.55	N30.392518	W86.608349	N30° 23.5511'	W86° 36.5009'
69	1,303,819.81	512,565.22	N30.392507	W86.608294	N30° 23.5504'	W86° 36.4976'

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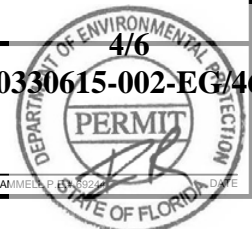
TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 4
PROJECT AREA AND REEF MODULE TABLES
BEACH ACCESS #2 NEARSHORE REEF
OKALOOSA COUNTY, FLORIDA

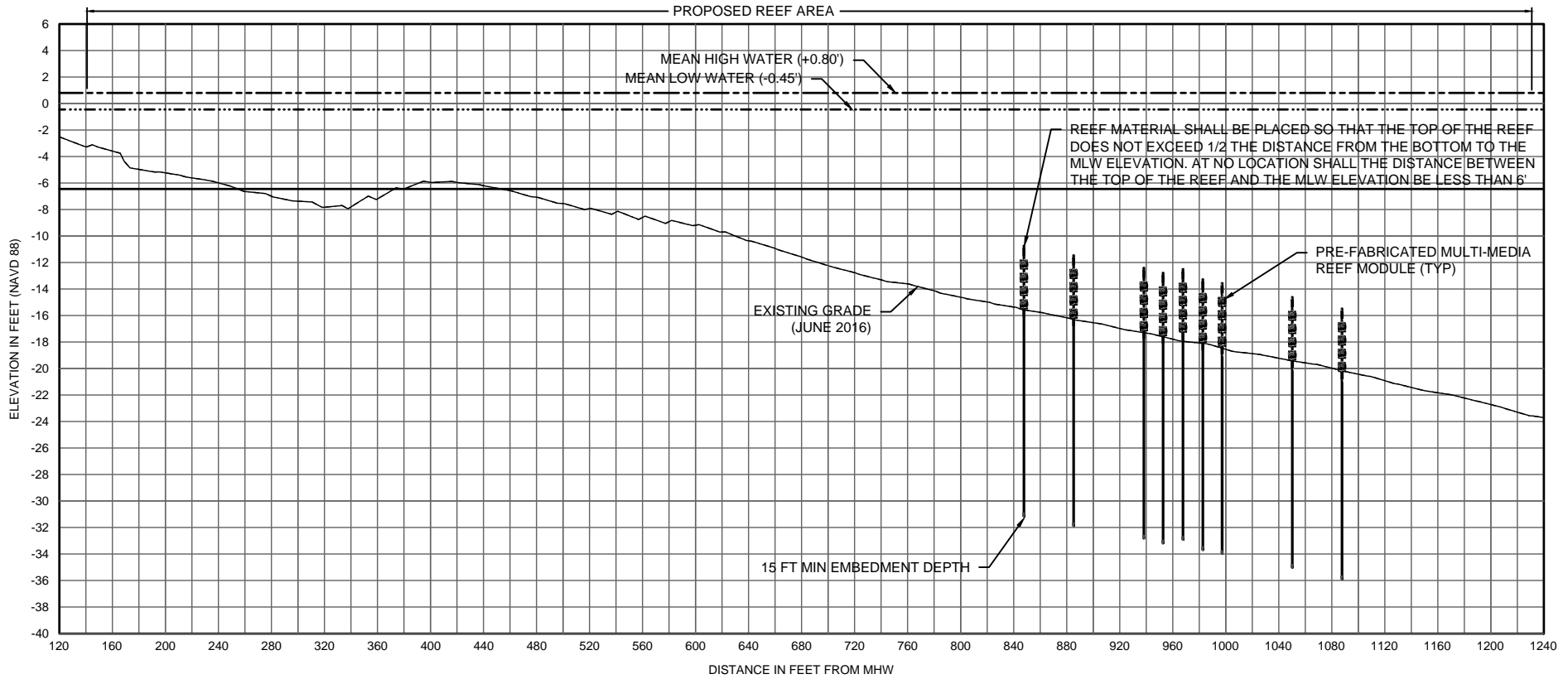
PROJECT: C2019-069 DRAWN BY: AF SHEET: 4 of 6 DATE: JAN 2020

SEAL

4/6
0330615-002-EG/46

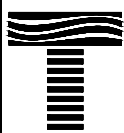


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TYPICAL SECTION
 SCALE: 1" = 120'
 V-SCALE: 1" = 12'

SURVEY: FDEP, JUNE 2016
 VERTICAL DATUM: NAVD 88, FEET

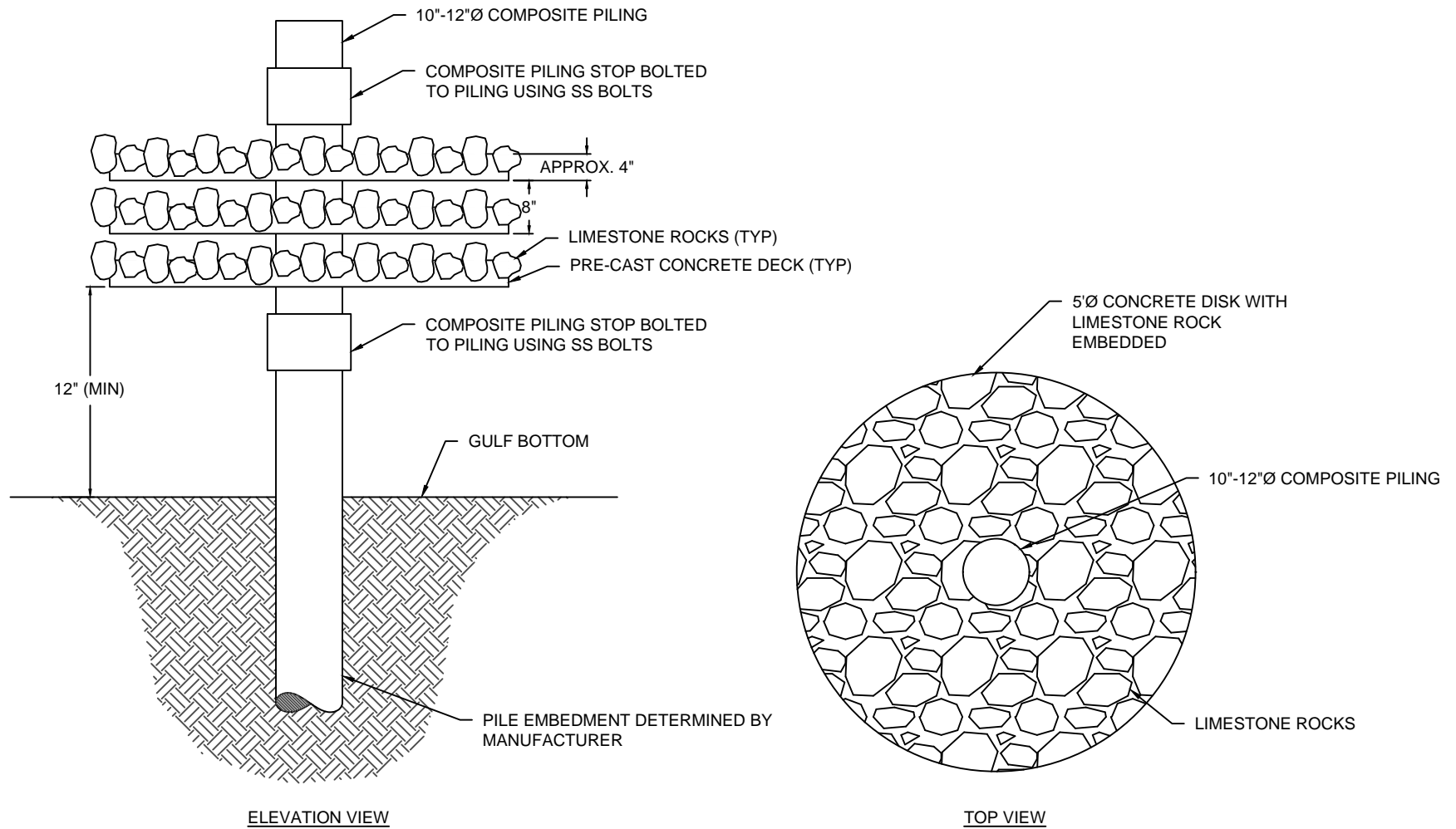


TAYLOR ENGINEERING INC.
 4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
 REGISTRY # 4815

FIGURE 5
 TYPICAL SECTION
 BEACH ACCESS #2 NEARSHORE REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2019-069	SEAL
DRAWN BY	AF	
SHEET	5 of 6	
DATE	JAN 2020	





PRE-FABRICATED MULTI-MEDIA REEF MODULE

NOT TO SCALE



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 6
REEF DETAILS
BEACH ACCESS #2 NEARSHORE REEF
OKALOOSA COUNTY, FLORIDA

PROJECT	C2019-069	SEAL
DRAWN BY	AF	
SHEET	6 of 6	
DATE	JAN 2020	



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FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, FL 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

January 17, 2020

Okaloosa County Board of County Commissioners
c/o Alexander Fogg
1250 N. Eglin Parkway, Suite 100
Shalimar, Florida 32579
afogg@myokaloosa.com

File No.: 0330620-002-EG/46, Okaloosa County

Dear Mr. Fogg:

On January 10, 2020, we received your notice of intent to use a General Permit (GP) pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) to construct an artificial reef made from clean concrete materials that are firmly anchored to the bottom and does not exceed half the distance from the bottom to the surface. Deployment is to occur within the project area beginning approximately 23 feet offshore from the mean high-water line and extending another 1,090 feet waterward of Henderson Beach State Park, Okaloosa County, within the Gulf of Mexico, Class III Florida Waters. The project is located within the boundary of the coordinates listed in the following table:

Henderson Beach State Park Nearshore Reef Coordinates	Latitude	Longitude
Northeast Corner	30° 22.9802'	-86° 27.1249'
Northwest Corner	30° 22.9841'	-86° 27.1894'
Southeast Corner	30° 22.8008'	-86° 27.1394'
Southwest Corner	30° 22.8047'	-86° 27.2039'

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

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

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

1. Regulatory Review – Approved

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

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

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

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258, F.S. and Chapters 18-20 and 18-21, F.A.C.

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

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

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

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

3. Federal Review – Not Included

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

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

Additional Information

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department’s action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency’s file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner’s representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner’s substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

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

If you have any questions regarding this matter, please contact Jacob Hullett at the letterhead address, at (850)595-0638, or at Jacob.Hullett@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Jacob Hullett
Environmental Specialist
Submerged Lands and Environmental Resources Program

Attachments:

1. Rule 62-330.600, F.A.C., 1 page
2. General Conditions for All General Permits, Rule 62-330.405, F.A.C., 3 pages
3. Special Consent Conditions for Use of Sovereignty Submerged Lands, 1 page
4. General Consent Conditions for Use of Sovereignty Submerged Lands, 2 pages
5. Project Drawings, 7 pages

CERTIFICATE OF SERVICE

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

Keith Mille, FWC, Keith.Mille@myFWC.com
Chris L. Hawthorne, Park Manager, Chris.Hawthorne@DEP.state.FL.us
Wade Dandridge, DEP, Wade.Dandridge@FloridaDEP.gov
Duncan Greer, Taylor Engineering, Inc., dgreer@taylorengeering.com
Okaloosa County, mmartinez@co.okaloosa.fl.us jautrey@co.okaloosa.fl.us
sbitterman@co.okaloosa.fl.us propertyappraiser@okaloosapa.com

FILING AND ACKNOWLEDGMENT

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



Clerk

January 17, 2020
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

62-330.405 General Conditions for All General Permits.

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

- (1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.
- (2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the “take” of listed species).
- (3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
- (4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
- (5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
- (6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.
- (7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
- (8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
- (9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.
- (10) A permittee’s right to conduct a specific activity under the general permit is authorized for a duration of five years.
- (11) Activities shall be conducted in a manner that does not cause or contribute to violations of

state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

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

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

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

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

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

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

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office.

Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

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

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

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

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

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

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

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

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

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

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

Special Consent Conditions

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

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

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

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

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

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

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

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

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

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

(h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

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

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

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.0347, 253.665, 253.71, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82, Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09, 3-21-19.

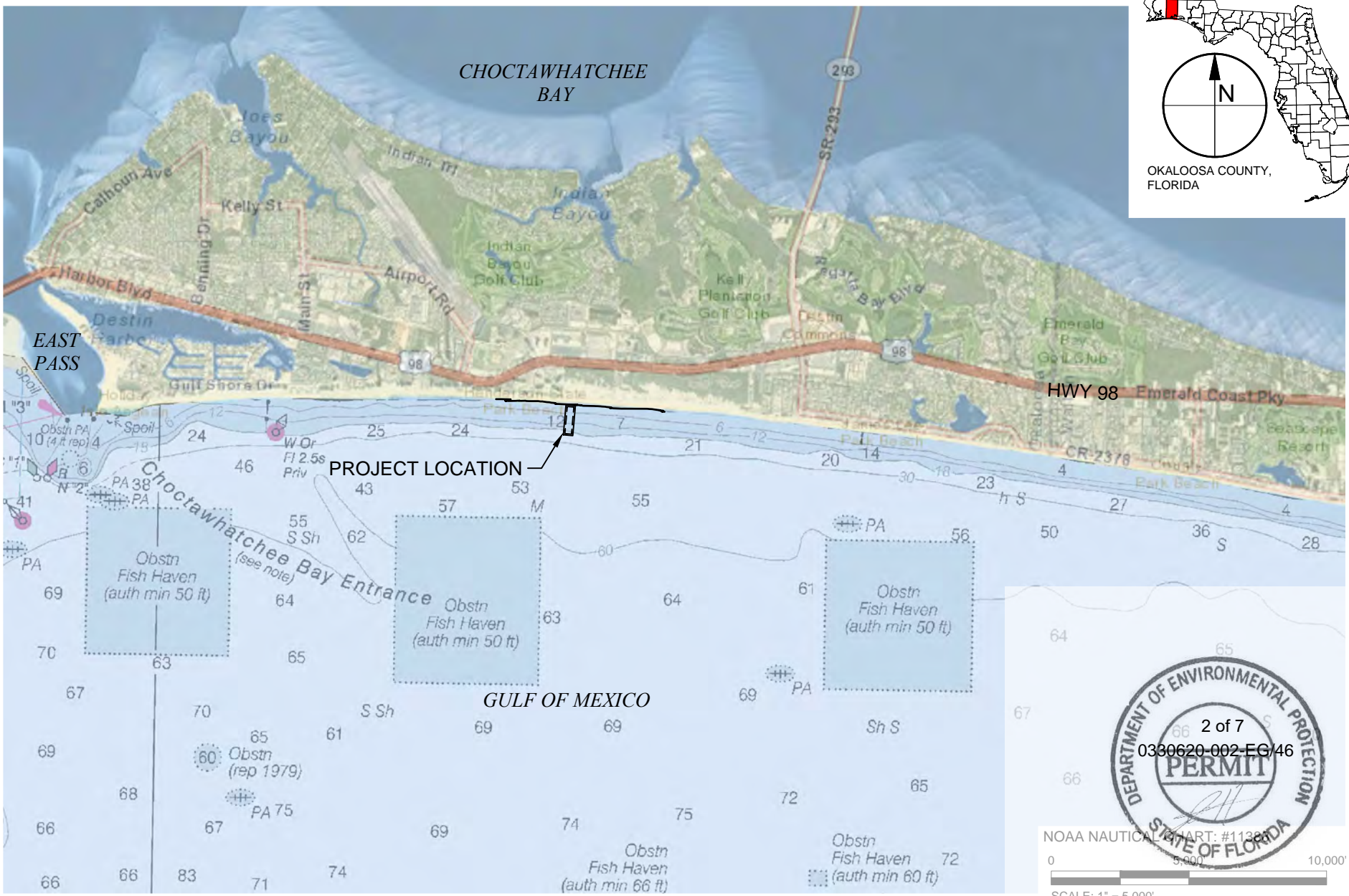
**ENVIRONMENTAL RESOURCE GENERAL PERMIT
APPLICATION
JANUARY 2020**

**OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
HENDERSON BEACH STATE PARK NEARSHORE REEF
OKALOOSA COUNTY, FLORIDA**

**ATTACHMENT A
PERMIT DRAWINGS**



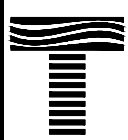
ANTON FLEWELLING \S\SYSTEMS\PROJECTS\2014-059 OKA SNORKEL REEF\PERMIT\2014-059-PL\LOCATION\MAP HENDERSON.DWG 1/6/2020 9:06:54 PM



OKALOOSA COUNTY, FLORIDA



NOAA NAUTICAL CHART: #11388
SCALE: 1" = 5,000'



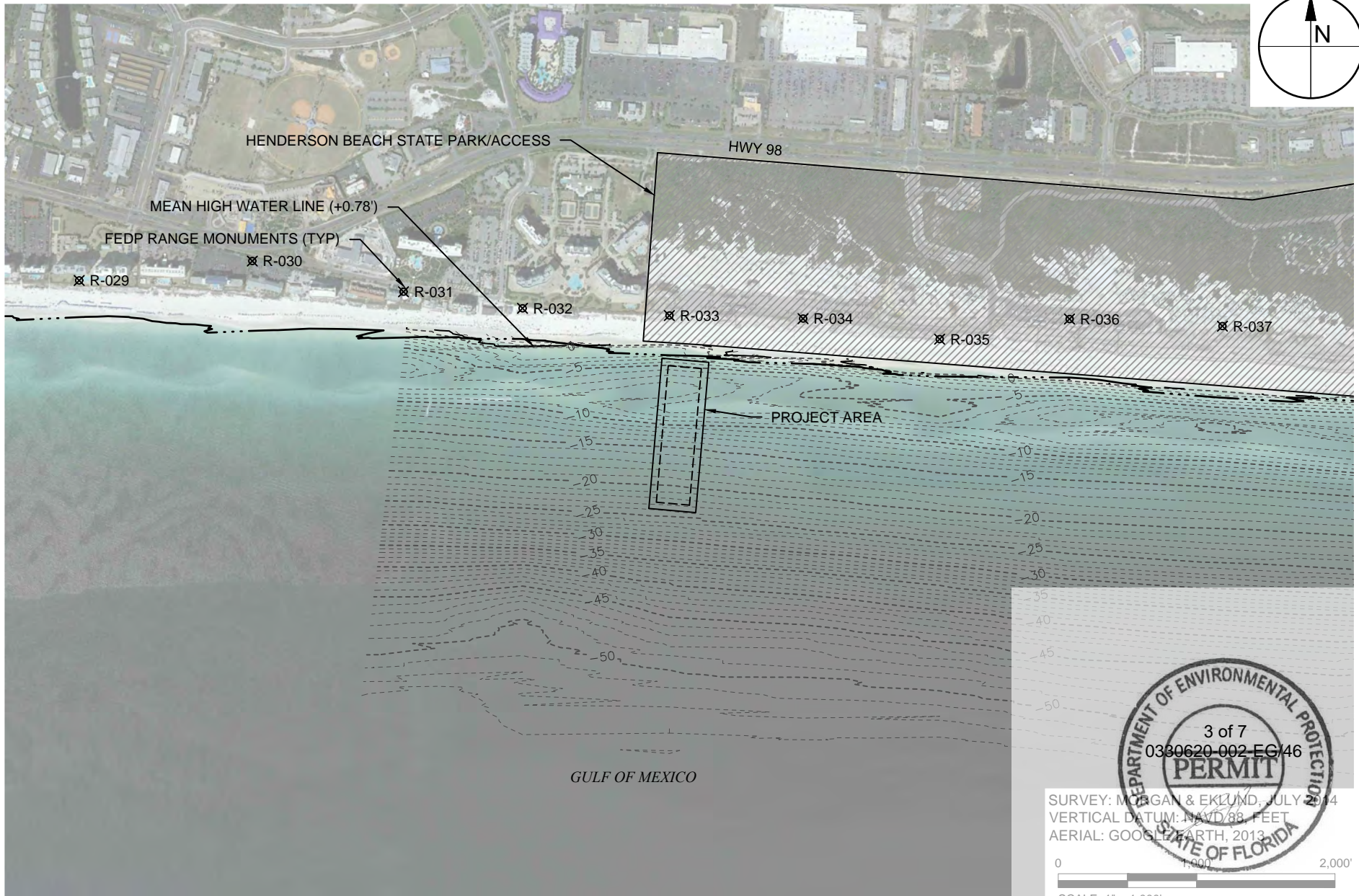
TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 1
LOCATION MAP
HENDERSON BEACH STATE PARK NEARSHORE REEF
OKALOOSA COUNTY, FLORIDA

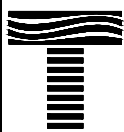
PROJECT	C2019-069	SEAL
DRAWN BY	AF	
SHEET	1 of 6	
DATE	JAN 2020	MATTHEW TRAMMELL P.E.# 69244
		DATE

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

ANTON FLEWELLING \A\SYSTEMS\PROJECTS\C2019-069 OKA SNORKEL REEF\PERMIT\C2019-069-PREF OVERVIEWS HENDERSON.DWG 1/6/2020 5:07:00 PM



SURVEY: MORGAN & EKLUND, JULY 2014
 VERTICAL DATUM: MVD/88 FEET
 AERIAL: GOOGLE EARTH, 2013



TAYLOR ENGINEERING INC.

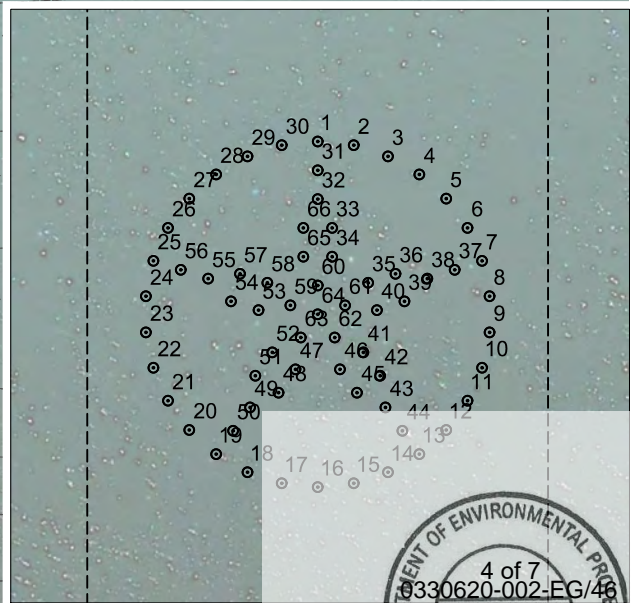
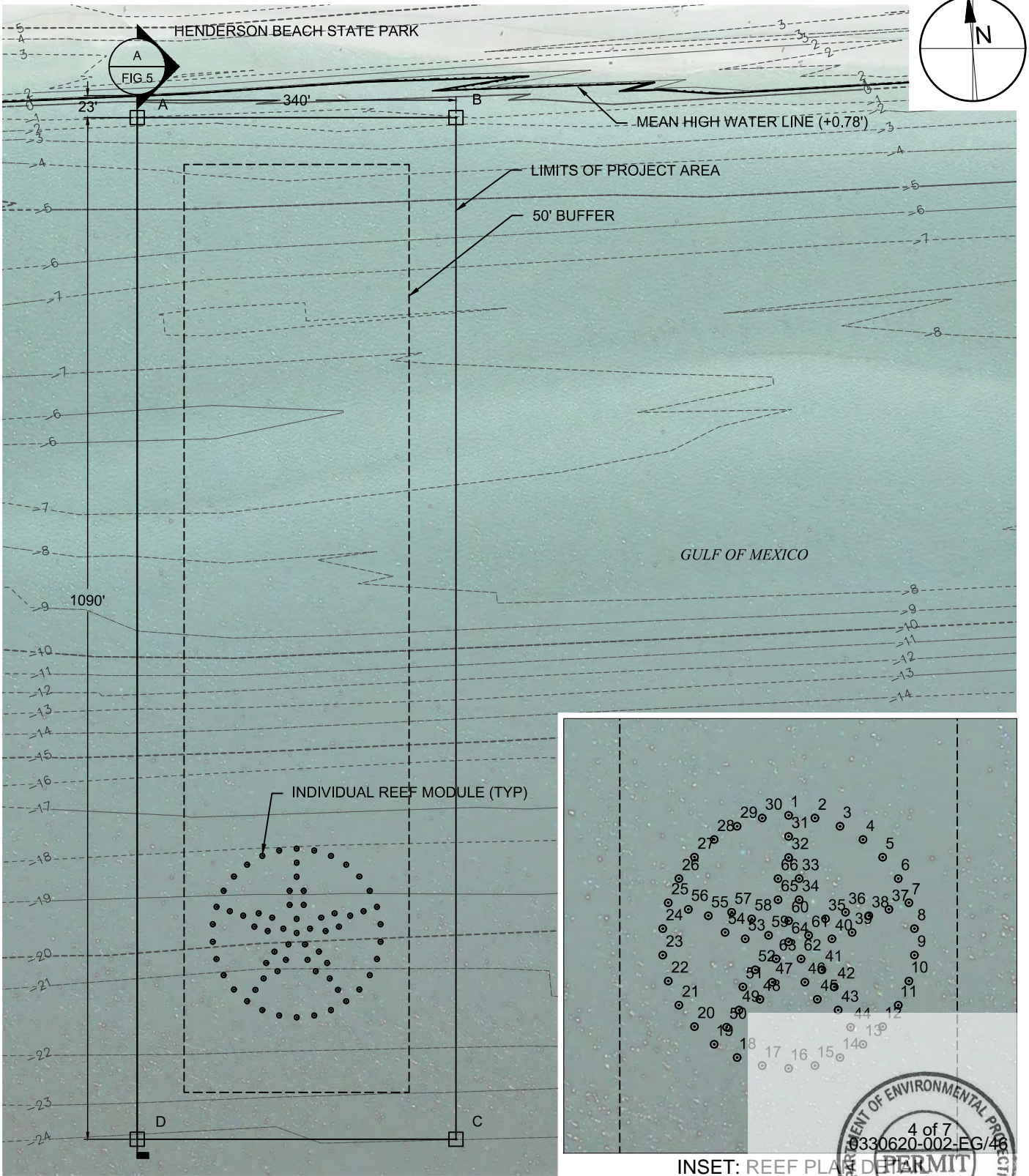
4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
 REGISTRY # 4815

FIGURE 2
 PROJECT OVERVIEW
 HENDERSON BEACH STATE PARK NEARSHORE REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2019-069
DRAWN BY	AF
SHEET	2 of 6
DATE	JAN 2020

SEAL	
DATE	MATTHEW TRAMMELL P.E.# 69244

ANTON FLEWELLING X:\S\PROJECTS\C2019-069 OKA SNORKEL REEFS\PERMIT\C2019-069-R-REEF PLANS.DWG 1/6/2020 5:07:33 PM

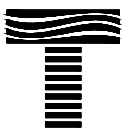


INSET: REEF PLAN
 SCALE: 1" = 100'

0 150 300
 SCALE: 1" = 150'



NOTES:
 AERIAL: GOOGLE EARTH, 2013
 SURVEY: MORGAN & EKLUND, JULY 2017
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
 REGISTRY # 4815

FIGURE 3
 REEF PLAN
 HENDERSON BEACH STATE PARK NEARSHORE
 REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2019-069	AF	3 of 6	JAN 2020

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

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

HENDERSON PARK PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,352,666.37	508,261.76	N30.383068	W86.453157	N30° 22.9841'	W86° 27.1894'
B	1,353,005.08	508,232.13	N30.383003	W86.452081	N30° 22.9802'	W86° 27.1249'
C	1,352,910.08	507,146.28	N30.380013	W86.452323	N30° 22.8008'	W86° 27.1394'
D	1,352,571.37	507,175.91	N30.380078	W86.453399	N30° 22.8047'	W86° 27.2039'

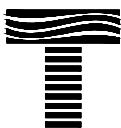
NOTES:
HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
VERTICAL DATUM: NAVD 88, FEET
LAT/LONG: NAD 83 DATUM, DECIMAL DEGREES AND DEGREES/DECIMAL MINUTES

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
1	1,352,767.74	507,469.92	N30.380896	W86.452792	N30° 22.8538'	W86° 27.1675'
2	1,352,786.21	507,466.33	N30.380887	W86.452733	N30° 22.8532'	W86° 27.1640'
3	1,352,803.53	507,458.97	N30.380868	W86.452678	N30° 22.8521'	W86° 27.1607'
4	1,352,818.94	507,448.18	N30.380839	W86.452629	N30° 22.8503'	W86° 27.1577'
5	1,352,831.77	507,434.42	N30.380801	W86.452587	N30° 22.8481'	W86° 27.1552'
6	1,352,841.46	507,418.29	N30.380757	W86.452556	N30° 22.8454'	W86° 27.1533'
7	1,352,847.59	507,400.50	N30.380709	W86.452535	N30° 22.8425'	W86° 27.1521'
8	1,352,849.88	507,381.83	N30.380658	W86.452527	N30° 22.8395'	W86° 27.1516'
9	1,352,848.24	507,363.08	N30.380606	W86.452531	N30° 22.8364'	W86° 27.1519'
10	1,352,842.74	507,345.09	N30.380556	W86.452548	N30° 22.8334'	W86° 27.1529'
11	1,352,833.62	507,328.64	N30.380511	W86.452576	N30° 22.8306'	W86° 27.1545'
12	1,352,821.28	507,314.44	N30.380471	W86.452614	N30° 22.8283'	W86° 27.1568'
13	1,352,806.25	507,303.11	N30.380439	W86.452661	N30° 22.8264'	W86° 27.1597'
14	1,352,789.20	507,295.16	N30.380417	W86.452715	N30° 22.8250'	W86° 27.1629'
15	1,352,770.86	507,290.93	N30.380404	W86.452772	N30° 22.8242'	W86° 27.1663'
16	1,352,752.05	507,290.60	N30.380402	W86.452832	N30° 22.8241'	W86° 27.1699'
17	1,352,733.58	507,294.19	N30.380411	W86.452891	N30° 22.8247'	W86° 27.1735'
18	1,352,716.26	507,301.54	N30.380431	W86.452946	N30° 22.8258'	W86° 27.1768'
19	1,352,700.85	507,312.33	N30.380460	W86.452996	N30° 22.8276'	W86° 27.1797'
20	1,352,688.02	507,326.09	N30.380497	W86.453037	N30° 22.8298'	W86° 27.1822'
21	1,352,678.33	507,342.22	N30.380541	W86.453069	N30° 22.8324'	W86° 27.1841'
22	1,352,672.20	507,360.01	N30.380589	W86.453089	N30° 22.8354'	W86° 27.1853'
23	1,352,669.91	507,378.69	N30.380641	W86.453097	N30° 22.8384'	W86° 27.1858'
24	1,352,671.55	507,397.43	N30.380692	W86.453093	N30° 22.8415'	W86° 27.1856'
25	1,352,677.05	507,415.42	N30.380742	W86.453077	N30° 22.8445'	W86° 27.1846'
26	1,352,686.17	507,431.88	N30.380788	W86.453049	N30° 22.8473'	W86° 27.1829'
27	1,352,698.52	507,446.08	N30.380827	W86.453010	N30° 22.8496'	W86° 27.1806'
28	1,352,713.54	507,457.40	N30.380859	W86.452963	N30° 22.8515'	W86° 27.1778'
29	1,352,730.60	507,465.35	N30.380882	W86.452910	N30° 22.8529'	W86° 27.1746'
30	1,352,748.93	507,469.59	N30.380894	W86.452852	N30° 22.8536'	W86° 27.1711'
31	1,352,766.43	507,454.97	N30.380855	W86.452795	N30° 22.8513'	W86° 27.1677'
32	1,352,765.13	507,440.03	N30.380814	W86.452799	N30° 22.8488'	W86° 27.1679'
33	1,352,771.29	507,424.43	N30.380771	W86.452778	N30° 22.8463'	W86° 27.1667'
34	1,352,769.98	507,409.49	N30.380730	W86.452782	N30° 22.8438'	W86° 27.1669'
35	1,352,787.44	507,394.31	N30.380689	W86.452726	N30° 22.8413'	W86° 27.1635'
36	1,352,802.06	507,397.69	N30.380699	W86.452679	N30° 22.8419'	W86° 27.1608'
37	1,352,832.97	507,397.13	N30.380699	W86.452581	N30° 22.8419'	W86° 27.1549'
38	1,352,818.36	507,393.75	N30.380689	W86.452627	N30° 22.8413'	W86° 27.1576'
39	1,352,805.43	507,383.07	N30.380659	W86.452668	N30° 22.8395'	W86° 27.1601'
40	1,352,790.81	507,379.70	N30.380649	W86.452714	N30° 22.8389'	W86° 27.1628'
41	1,352,781.78	507,358.41	N30.380590	W86.452742	N30° 22.8354'	W86° 27.1645'
42	1,352,789.50	507,345.55	N30.380555	W86.452716	N30° 22.8333'	W86° 27.1630'
43	1,352,790.80	507,328.83	N30.380509	W86.452711	N30° 22.8305'	W86° 27.1627'
44	1,352,798.52	507,315.97	N30.380474	W86.452686	N30° 22.8285'	W86° 27.1612'
45	1,352,776.64	507,337.82	N30.380533	W86.452757	N30° 22.8320'	W86° 27.1654'

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
46	1,352,768.92	507,350.68	N30.380568	W86.452782	N30° 22.8341'	W86° 27.1669'
47	1,352,745.88	507,352.70	N30.380573	W86.452855	N30° 22.8344'	W86° 27.1713'
48	1,352,736.03	507,341.38	N30.380541	W86.452886	N30° 22.8325'	W86° 27.1731'
49	1,352,720.53	507,334.98	N30.380523	W86.452934	N30° 22.8314'	W86° 27.1761'
50	1,352,710.69	507,323.65	N30.380491	W86.452965	N30° 22.8295'	W86° 27.1779'
51	1,352,724.71	507,351.22	N30.380568	W86.452922	N30° 22.8341'	W86° 27.1753'
52	1,352,734.55	507,362.54	N30.380599	W86.452892	N30° 22.8360'	W86° 27.1735'
53	1,352,729.35	507,385.08	N30.380661	W86.452909	N30° 22.8397'	W86° 27.1746'
54	1,352,715.54	507,390.94	N30.380676	W86.452953	N30° 22.8406'	W86° 27.1772'
55	1,352,704.67	507,403.70	N30.380711	W86.452989	N30° 22.8427'	W86° 27.1793'
56	1,352,690.86	507,409.56	N30.380726	W86.453033	N30° 22.8436'	W86° 27.1820'
57	1,352,721.40	507,404.74	N30.380715	W86.452935	N30° 22.8429'	W86° 27.1761'
58	1,352,735.21	507,398.88	N30.380699	W86.452891	N30° 22.8419'	W86° 27.1735'
59	1,352,746.09	507,386.12	N30.380665	W86.452856	N30° 22.8399'	W86° 27.1714'
60	1,352,761.20	507,395.20	N30.380690	W86.452809	N30° 22.8414'	W86° 27.1685'
61	1,352,774.51	507,383.63	N30.380659	W86.452766	N30° 22.8395'	W86° 27.1660'
62	1,352,767.62	507,367.40	N30.380614	W86.452787	N30° 22.8368'	W86° 27.1672'
63	1,352,750.06	507,368.94	N30.380618	W86.452843	N30° 22.8371'	W86° 27.1706'
64	1,352,759.90	507,380.26	N30.380649	W86.452812	N30° 22.8389'	W86° 27.1687'
65	1,352,755.04	507,410.80	N30.380733	W86.452829	N30° 22.8440'	W86° 27.1698'
66	1,352,756.35	507,425.74	N30.380774	W86.452826	N30° 22.8464'	W86° 27.1696'



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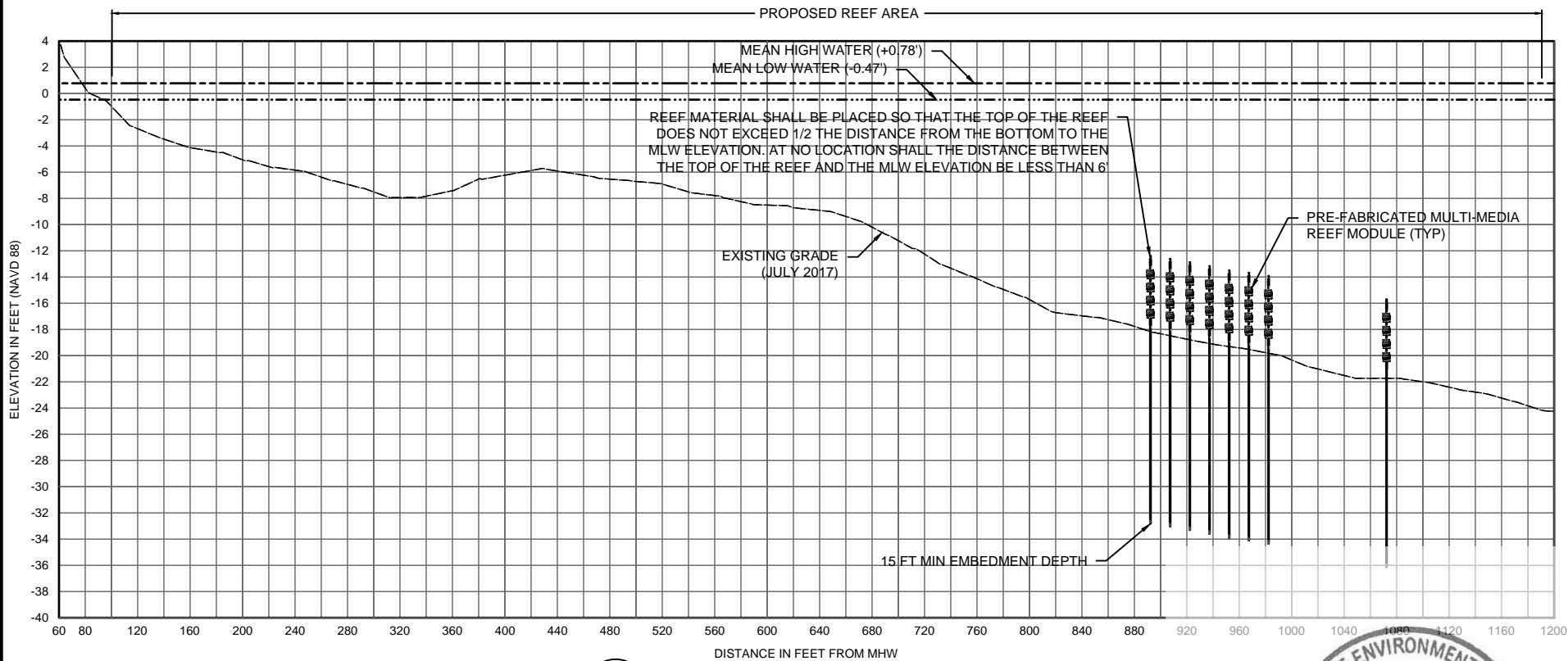
TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
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REGISTRY # 4815

FIGURE 4
PROJECT AREA AND REEF MODULE TABLES
HENDERSON BEACH STATE PARK NEARSHORE REEF
OKALOOSA COUNTY, FLORIDA

PROJECT: C2019-069 DRAWN BY: AF SHEET: 4 of 6 DATE: JAN 2020

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

ANTON FLEVELLING \A\SYSTEMS\PROJECTS\C2014-069 OKA SNORKEL REEF\PERMIT\C2014-069-P-REEF SECTIONS.DWG 1/6/2020 5:08:05 PM



A **TYPICAL SECTION**
FIG 3 SCALE: 1" = 120'
 V-SCALE: 1" = 12'



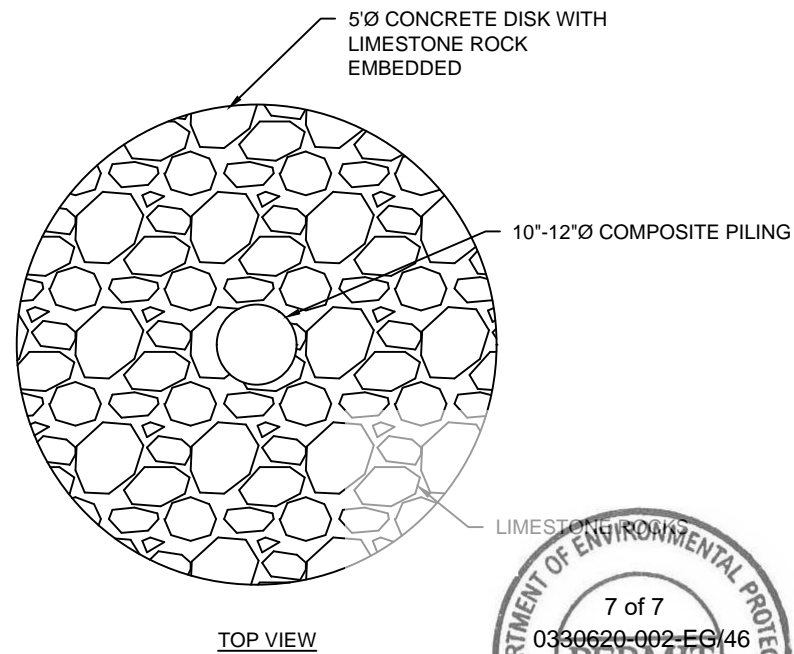
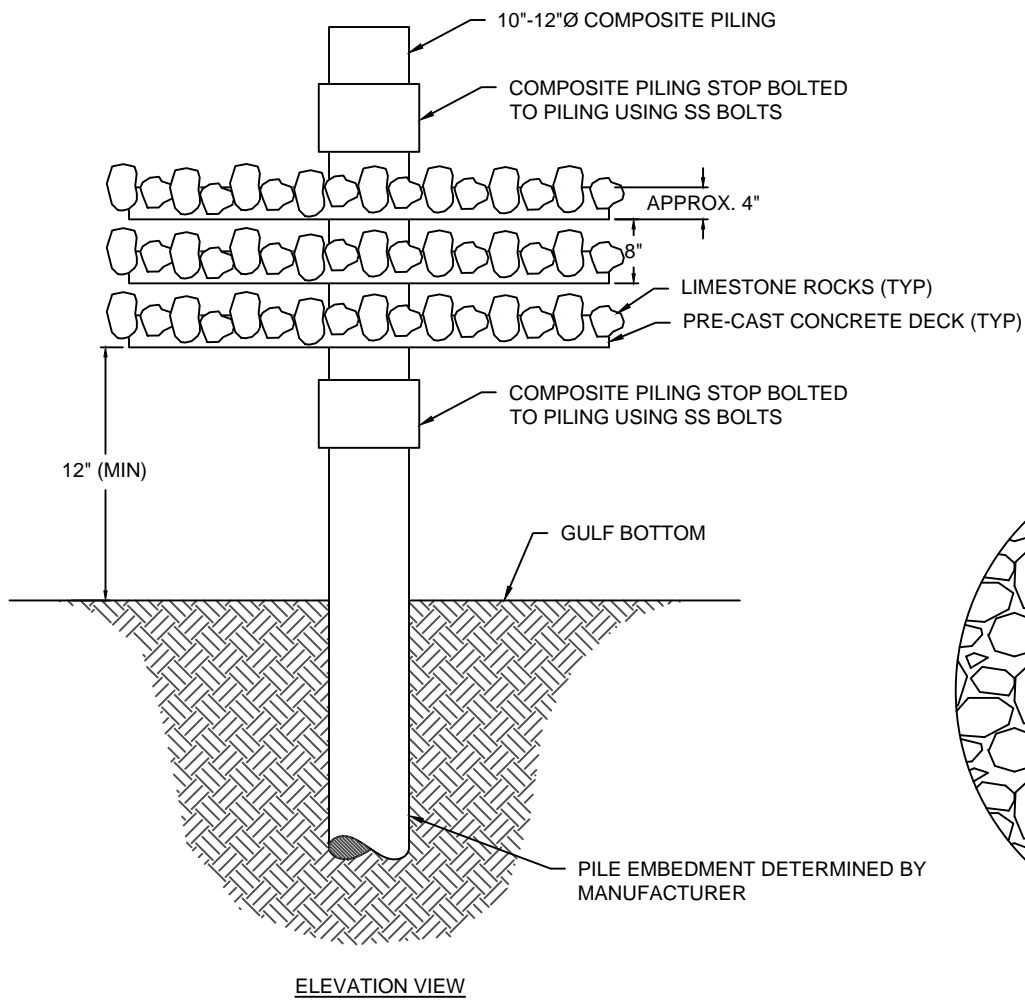
SURVEY: MORGAN & EKLUND, JULY 2014
 VERTICAL DATUM: NAVD 88, FEET

TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
 REGISTRY # 4815

FIGURE 5
TYPICAL SECTION
 HENDERSON BEACH STATE PARK NEARSHORE REEF
 OKALOOSA COUNTY, FLORIDA

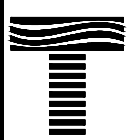
PROJECT	C2019-069	SEAL
DRAWN BY	AF	
SHEET	5 of 6	
DATE	JAN 2020	
	MATTHEW TRAMMELL P.E.# 69244	DATE



PRE-FABRICATED MULTI-MEDIA REEF MODULE
NOT TO SCALE



ANTON FLEVELLING \A\SYSTEMS\PROJECTS\C2019-069 OKA SNORKEL REEF\PERMIT\C2019-069-P-DETAILS.DWG 1/6/2020 5:08:13 PM



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 6
REEF DETAILS
HENDERSON BEACH STATE PARK NEARSHORE REEF
OKALOOSA COUNTY, FLORIDA

PROJECT	C2019-069
DRAWN BY	AF
SHEET	6 of 6
DATE	JAN 2020

SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

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



FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, FL 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

January 21, 2020

Okaloosa County Board of County Commissioners
c/o Alexander Fogg
1250 N. Eglin Parkway, Suite 100
Shalimar, Florida 32579
afogg@myokaloosa.com

File No.: 0330616-002-EG/46, Okaloosa County

Dear Mr. Fogg:

On January 10, 2020, we received your notice of intent to use a General Permit (GP) pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) to construct an artificial reef made from clean concrete materials that are firmly anchored to the bottom and does not exceed half the distance from the bottom to the surface. Deployment is to occur within the project area beginning approximately 62 feet offshore from the mean high-water line and extending another 1,090 feet waterward, Okaloosa Island, Okaloosa County, within the Gulf of Mexico, Class III Florida Waters. The project is located within the boundary of the coordinates listed in the following table:

Pompano St. Beach Access	Latitude	Longitude
Northeast Corner	30° 22.8199'	-86° 25.0801'
Northwest Corner	30° 22.8287'	-86° 25.1440'
Southeast Corner	30° 22.6423'	-86° 25.1127'
Southwest Corner	30° 22.6511'	-86° 25.1766'

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

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

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

1. Regulatory Review – Approved

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

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

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

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258, F.S. and Chapters 18-20 and 18-21, F.A.C.

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

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

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

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

3. Federal Review – Not Included

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

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

Additional Information

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department’s action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency’s file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner’s representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner’s substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

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

If you have any questions regarding this matter, please contact Jacob Hullett at the letterhead address, at (850)595-0638, or at Jacob.Hullett@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Jacob Hullett
Environmental Specialist
Submerged Lands and Environmental Resources Program

Attachments:

1. Rule 62-330.600, F.A.C., 1 page
2. General Conditions for All General Permits, Rule 62-330.405, F.A.C., 3 pages
3. Special Consent Conditions for Use of Sovereignty Submerged Lands, 1 page
4. General Consent Conditions for Use of Sovereignty Submerged Lands, 2 pages
5. Project Drawings, 7 pages

CERTIFICATE OF SERVICE

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

Keith Mille, FWC, Keith.Mille@myFWC.com
Wade Dandridge, DEP, Wade.Dandridge@FloridaDEP.gov
Duncan Greer, Taylor Engineering, Inc., dgreer@taylorengeering.com
Okaloosa County, mmartinez@co.okaloosa.fl.us jautrey@co.okaloosa.fl.us
sbitterman@co.okaloosa.fl.us propertyappraiser@okaloosapa.com

FILING AND ACKNOWLEDGMENT

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

Mandakini Patel January 21, 2020
Clerk Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

62-330.405 General Conditions for All General Permits.

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

- (1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.
- (2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the “take” of listed species).
- (3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
- (4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
- (5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
- (6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.
- (7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
- (8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
- (9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.
- (10) A permittee’s right to conduct a specific activity under the general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

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

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

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

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

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

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

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee

shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

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

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

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

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

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

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

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

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

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

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

Special Consent Conditions

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

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

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

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.
- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
- (g) Structures or activities shall not create a navigational hazard.
- (h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
- (i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
- (j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.0347, 253.665, 253.71, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82,

Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09, 3-21-19.

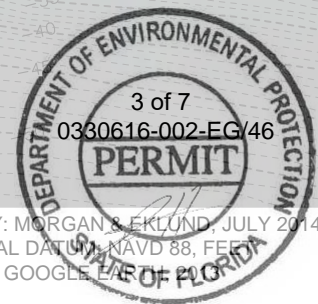
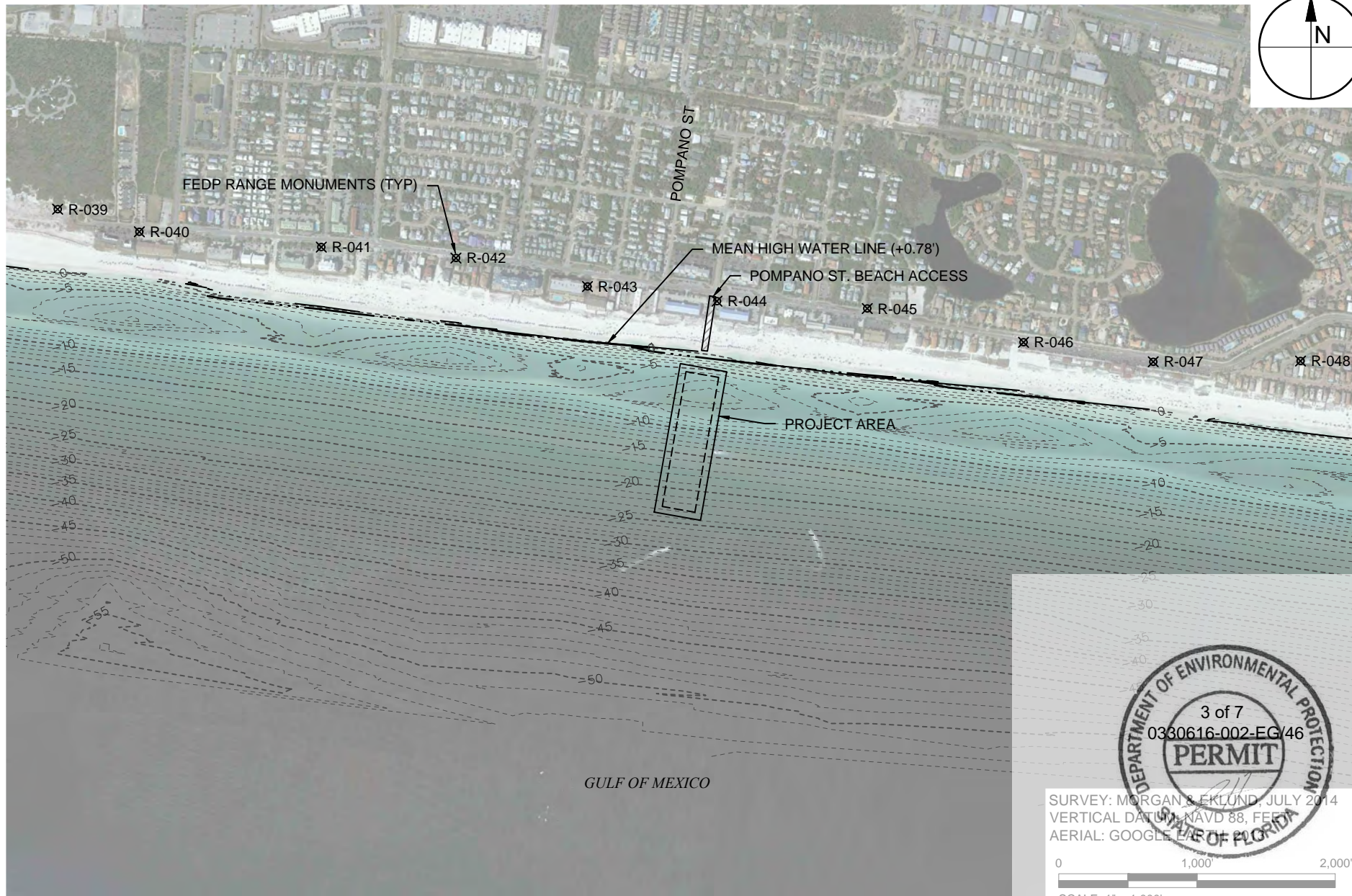
**ENVIRONMENTAL RESOURCE GENERAL PERMIT
APPLICATION
JANUARY 2020**

**OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
POMPANO STREET BEACH ACCESS NEARSHORE REEF
OKALOOSA COUNTY, FLORIDA**

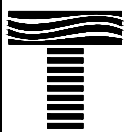
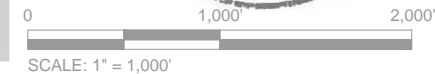
**ATTACHMENT A
PERMIT DRAWINGS**



ANTON FLEWELLING \A\SYSTEMS\PROJECTS\C2019-069 OKA SNORKEL REEF\PERMIT\C2019-069-PREF OVERVIEWS POMPANO.DWG 1/8/2020 5:14:08 PM



SURVEY: MORGAN & EKLUND, JULY 2014
 VERTICAL DATUM: NAVD 88, FEET
 AERIAL: GOOGLE EARTH



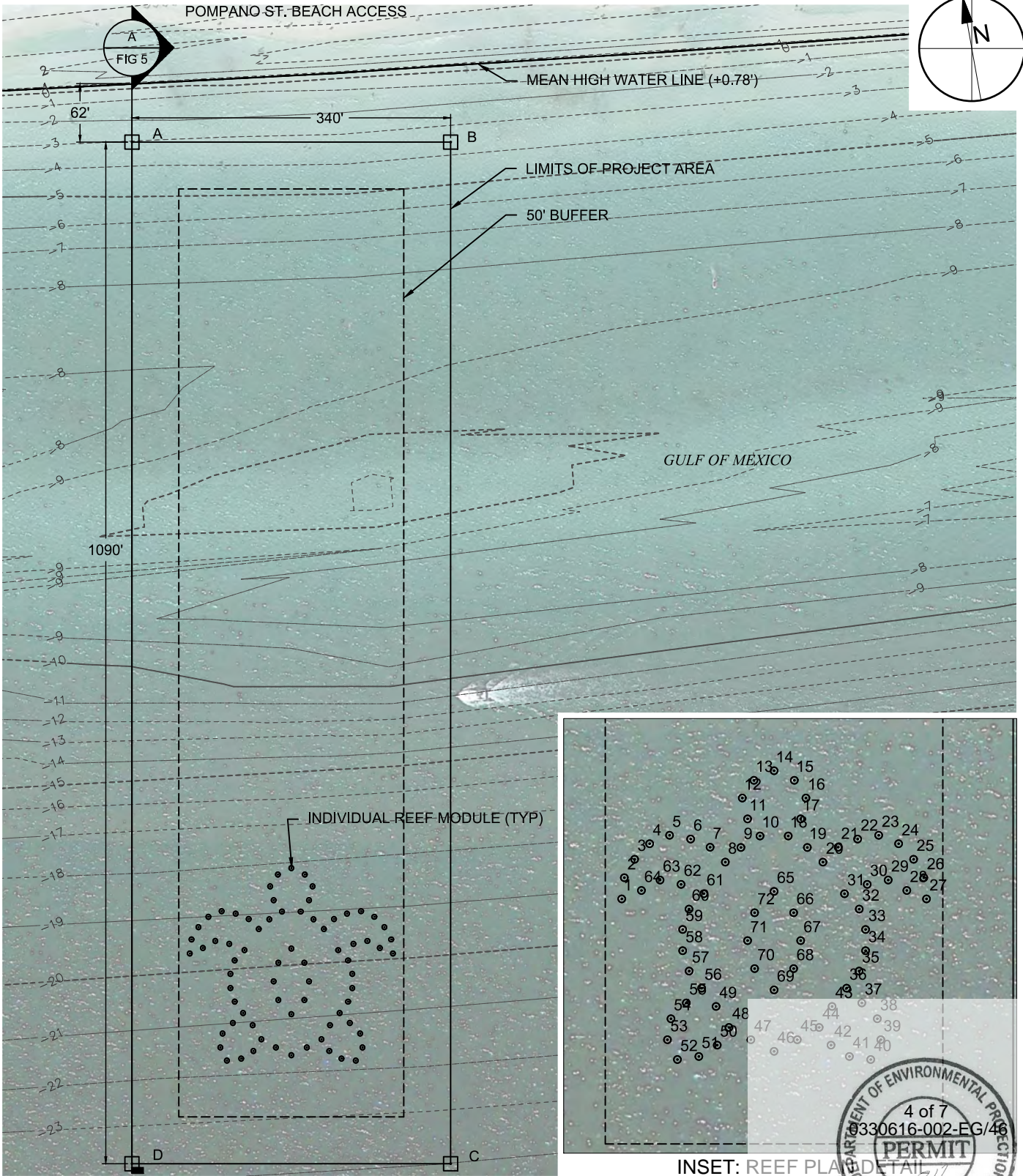
TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
 REGISTRY # 4815

FIGURE 2
 PROJECT OVERVIEW
 POMPANO ST BEACH ACCESS NEARSHORE REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2019-069
DRAWN BY	AF
SHEET	2 of 6
DATE	JAN 2020

SEAL	
	MATTHEW TRAMMELL P.E.# 69244
DATE	



NOTES:
 AERIAL: GOOGLE EARTH, 2013
 SURVEY: MORGAN & EKLUND, JULY 2017
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET

INSET: REEF PLAN DETAIL
 SCALE: 1" = 100'
 0 150' 300'
 SCALE: 1" = 150'



ANTON FLEWELLING X:\SYSPROJECTS\C2019-069 OVA SNORKEL REEFS\PERMIT\C2019-069-P-REEF PLANS.DWG 1/6/2020 5:14:33 PM


TAYLOR ENGINEERING INC.
 4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
 REGISTRY # 4815

FIGURE 3
REEF PLAN
 POMPANO ST BEACH ACCESS NEARSHORE REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2019-069	AF	3 of 6	JAN 2020

SEAL

 MATTHEW TRAMMELL P.E.# 69244
 DATE

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

POMPANO STREET PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,363,398.23	507,137.44	N30.380478	W86.419066	N30° 22.8287'	W86° 25.1440'
B	1,363,733.06	507,078.40	N30.380331	W86.418002	N30° 22.8199'	W86° 25.0801'
C	1,363,543.79	506,004.96	N30.377372	W86.418544	N30° 22.6423'	W86° 25.1127'
D	1,363,208.95	506,064.00	N30.377518	W86.419609	N30° 22.6511'	W86° 25.1766'

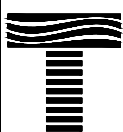
INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
1	1,363,308.59	506,274.14	N30.378101	W86.419305	N30° 22.6860'	W86° 25.1583'
2	1,363,313.07	506,288.62	N30.378141	W86.419291	N30° 22.6884'	W86° 25.1575'
3	1,363,322.53	506,300.27	N30.378173	W86.419262	N30° 22.6904'	W86° 25.1557'
4	1,363,334.94	506,309.33	N30.378199	W86.419223	N30° 22.6919'	W86° 25.1534'
5	1,363,349.90	506,312.76	N30.378209	W86.419176	N30° 22.6925'	W86° 25.1505'
6	1,363,364.24	506,307.57	N30.378195	W86.419130	N30° 22.6917'	W86° 25.1478'
7	1,363,376.87	506,299.42	N30.378173	W86.419089	N30° 22.6904'	W86° 25.1454'
8	1,363,385.65	506,287.07	N30.378140	W86.419061	N30° 22.6884'	W86° 25.1437'
9	1,363,398.44	506,295.46	N30.378163	W86.419021	N30° 22.6898'	W86° 25.1413'
10	1,363,413.23	506,301.15	N30.378180	W86.418974	N30° 22.6908'	W86° 25.1385'
11	1,363,406.60	506,314.62	N30.378216	W86.418996	N30° 22.6930'	W86° 25.1398'
12	1,363,405.45	506,329.87	N30.378258	W86.419000	N30° 22.6955'	W86° 25.1400'
13	1,363,415.79	506,340.89	N30.378289	W86.418968	N30° 22.6973'	W86° 25.1381'
14	1,363,431.14	506,345.09	N30.378301	W86.418920	N30° 22.6981'	W86° 25.1352'
15	1,363,444.13	506,335.89	N30.378277	W86.418878	N30° 22.6966'	W86° 25.1327'
16	1,363,450.07	506,322.00	N30.378239	W86.418859	N30° 22.6943'	W86° 25.1315'
17	1,363,443.78	506,308.06	N30.378200	W86.418878	N30° 22.6920'	W86° 25.1327'
18	1,363,432.94	506,297.67	N30.378171	W86.418912	N30° 22.6903'	W86° 25.1347'
19	1,363,444.90	506,287.26	N30.378143	W86.418873	N30° 22.6886'	W86° 25.1324'
20	1,363,454.04	506,275.01	N30.378110	W86.418843	N30° 22.6866'	W86° 25.1306'
21	1,363,466.52	506,283.61	N30.378134	W86.418804	N30° 22.6880'	W86° 25.1283'
22	1,363,481.17	506,286.95	N30.378144	W86.418758	N30° 22.6886'	W86° 25.1255'
23	1,363,496.42	506,286.92	N30.378145	W86.418710	N30° 22.6887'	W86° 25.1226'
24	1,363,509.31	506,278.58	N30.378122	W86.418668	N30° 22.6873'	W86° 25.1201'
25	1,363,517.87	506,265.83	N30.378088	W86.418641	N30° 22.6852'	W86° 25.1184'
26	1,363,522.77	506,251.64	N30.378049	W86.418624	N30° 22.6829'	W86° 25.1175'
27	1,363,522.03	506,236.50	N30.378007	W86.418626	N30° 22.6804'	W86° 25.1175'
28	1,363,509.28	506,244.82	N30.378029	W86.418667	N30° 22.6818'	W86° 25.1200'
29	1,363,497.51	506,254.44	N30.378055	W86.418705	N30° 22.6833'	W86° 25.1223'
30	1,363,482.32	506,254.01	N30.378053	W86.418753	N30° 22.6832'	W86° 25.1252'
31	1,363,465.19	506,250.24	N30.378042	W86.418807	N30° 22.6825'	W86° 25.1284'
32	1,363,473.66	506,237.63	N30.378008	W86.418779	N30° 22.6805'	W86° 25.1268'
33	1,363,475.58	506,222.60	N30.377967	W86.418772	N30° 22.6780'	W86° 25.1263'
34	1,363,472.92	506,207.76	N30.377926	W86.418780	N30° 22.6755'	W86° 25.1268'
35	1,363,465.94	506,194.29	N30.377888	W86.418801	N30° 22.6733'	W86° 25.1281'
36	1,363,455.01	506,183.85	N30.377859	W86.418836	N30° 22.6716'	W86° 25.1301'
37	1,363,463.91	506,171.60	N30.377826	W86.418807	N30° 22.6696'	W86° 25.1284'
38	1,363,472.75	506,158.61	N30.377791	W86.418778	N30° 22.6674'	W86° 25.1267'
39	1,363,472.58	506,143.50	N30.377749	W86.418778	N30° 22.6649'	W86° 25.1267'
40	1,363,463.16	506,130.87	N30.377714	W86.418807	N30° 22.6628'	W86° 25.1284'
41	1,363,448.55	506,135.65	N30.377726	W86.418853	N30° 22.6636'	W86° 25.1312'
42	1,363,437.13	506,145.91	N30.377754	W86.418890	N30° 22.6652'	W86° 25.1334'
43	1,363,442.64	506,172.84	N30.377828	W86.418874	N30° 22.6697'	W86° 25.1324'
44	1,363,431.03	506,159.74	N30.377792	W86.418910	N30° 22.6675'	W86° 25.1346'
45	1,363,414.16	506,153.83	N30.377775	W86.418963	N30° 22.6665'	W86° 25.1378'

NOTES:
HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
VERTICAL DATUM: NAVD 88, FEET
LAT/LONG: NAD 83 DATUM, DECIMAL DEGREES AND DEGREES/DECIMAL MINUTES

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
46	1,363,396.49	506,148.56	N30.377760	W86.419019	N30° 22.6656'	W86° 25.1412'
47	1,363,381.68	506,159.56	N30.377789	W86.419067	N30° 22.6673'	W86° 25.1440'
48	1,363,367.85	506,170.88	N30.377820	W86.419111	N30° 22.6692'	W86° 25.1467'
49	1,363,361.42	506,187.16	N30.377864	W86.419132	N30° 22.6718'	W86° 25.1479'
50	1,363,357.39	506,159.97	N30.377789	W86.419144	N30° 22.6673'	W86° 25.1486'
51	1,363,343.14	506,154.24	N30.377773	W86.419189	N30° 22.6664'	W86° 25.1513'
52	1,363,327.79	506,154.74	N30.377773	W86.419237	N30° 22.6664'	W86° 25.1542'
53	1,363,323.25	506,169.83	N30.377815	W86.419253	N30° 22.6689'	W86° 25.1552'
54	1,363,328.26	506,184.09	N30.377854	W86.419237	N30° 22.6712'	W86° 25.1542'
55	1,363,341.01	506,193.27	N30.377880	W86.419197	N30° 22.6728'	W86° 25.1518'
56	1,363,353.56	506,201.74	N30.377904	W86.419158	N30° 22.6742'	W86° 25.1495'
57	1,363,346.86	506,215.29	N30.377941	W86.419180	N30° 22.6764'	W86° 25.1508'
58	1,363,344.91	506,230.33	N30.377982	W86.419187	N30° 22.6789'	W86° 25.1512'
59	1,363,347.49	506,245.18	N30.378023	W86.419180	N30° 22.6814'	W86° 25.1508'
60	1,363,354.43	506,258.65	N30.378060	W86.419158	N30° 22.6836'	W86° 25.1495'
61	1,363,366.71	506,267.60	N30.378085	W86.419120	N30° 22.6851'	W86° 25.1472'
62	1,363,351.89	506,277.01	N30.378111	W86.419167	N30° 22.6866'	W86° 25.1500'
63	1,363,337.77	506,282.61	N30.378125	W86.419213	N30° 22.6875'	W86° 25.1528'
64	1,363,323.42	506,277.59	N30.378111	W86.419258	N30° 22.6867'	W86° 25.1555'
65	1,363,416.24	506,260.56	N30.378068	W86.418963	N30° 22.6841'	W86° 25.1378'
66	1,363,427.27	506,243.25	N30.378021	W86.418927	N30° 22.6813'	W86° 25.1396'
67	1,363,428.77	506,222.78	N30.377965	W86.418921	N30° 22.6779'	W86° 25.1352'
68	1,363,420.36	506,204.05	N30.377913	W86.418946	N30° 22.6748'	W86° 25.1368'
69	1,363,404.07	506,191.56	N30.377878	W86.418997	N30° 22.6727'	W86° 25.1398'
70	1,363,393.03	506,208.87	N30.377925	W86.419033	N30° 22.6755'	W86° 25.1420'
71	1,363,391.54	506,229.34	N30.377981	W86.419039	N30° 22.6789'	W86° 25.1424'
72	1,363,399.94	506,248.07	N30.378033	W86.419014	N30° 22.6820'	W86° 25.1408'



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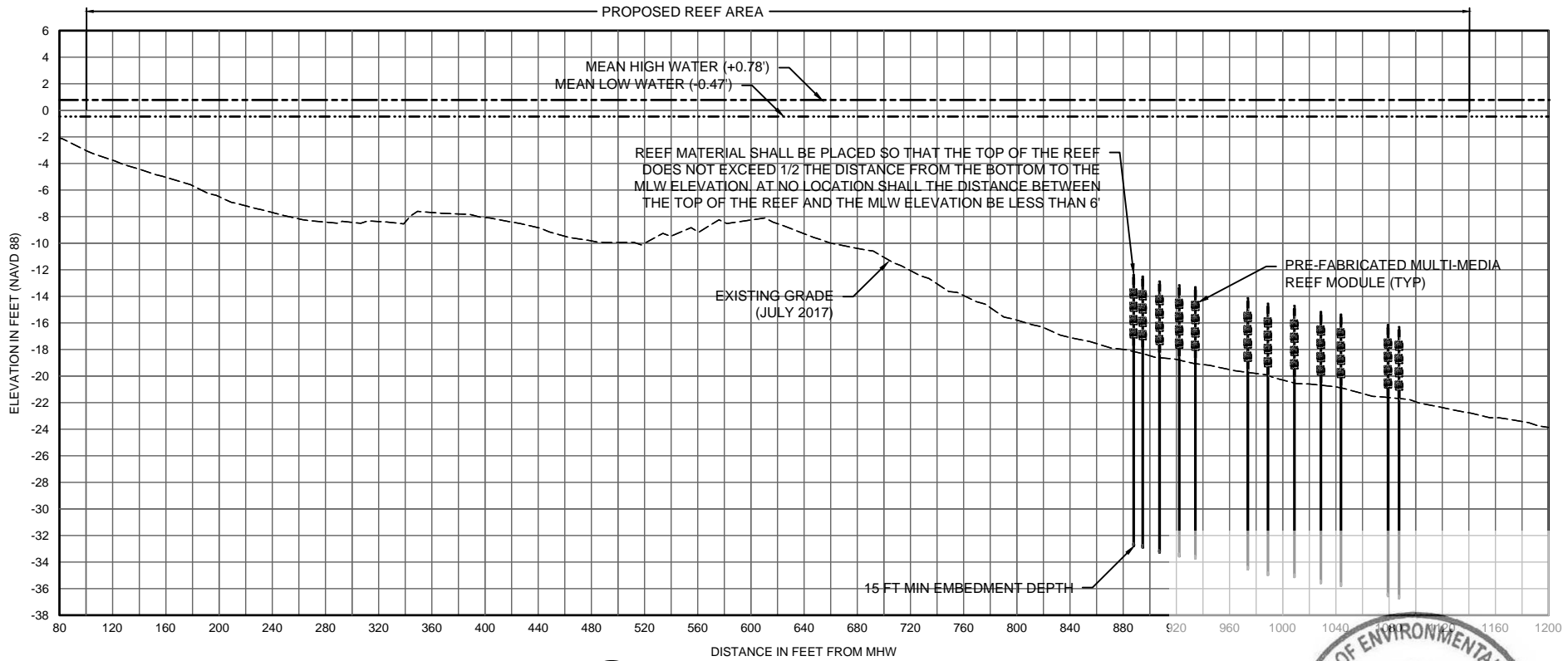
TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 4
PROJECT AREA AND REEF MODULE TABLES
POMPANO ST BEACH ACCESS NEARSHORE REEF
OKALOOSA COUNTY, FLORIDA

PROJECT: C2019-069 DRAWN BY: AF SHEET: 4 of 6 DATE: JAN 2020

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

ANTON FLEVELLING \A\SYSTEMS\PROJECTS\C2019-069 OKA S\WORK\REFS\PERMIT\C2019-069-REF SECTIONS.DWG - 1/9/2020 5:14:57 PM



A
FIG 3
TYPICAL SECTION
 SCALE: 1" = 120'
 V-SCALE: 1" = 12'

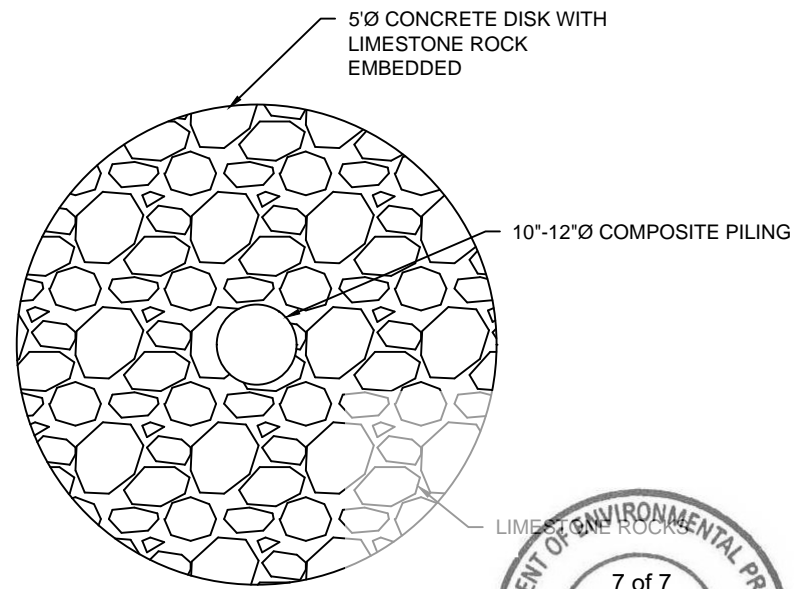
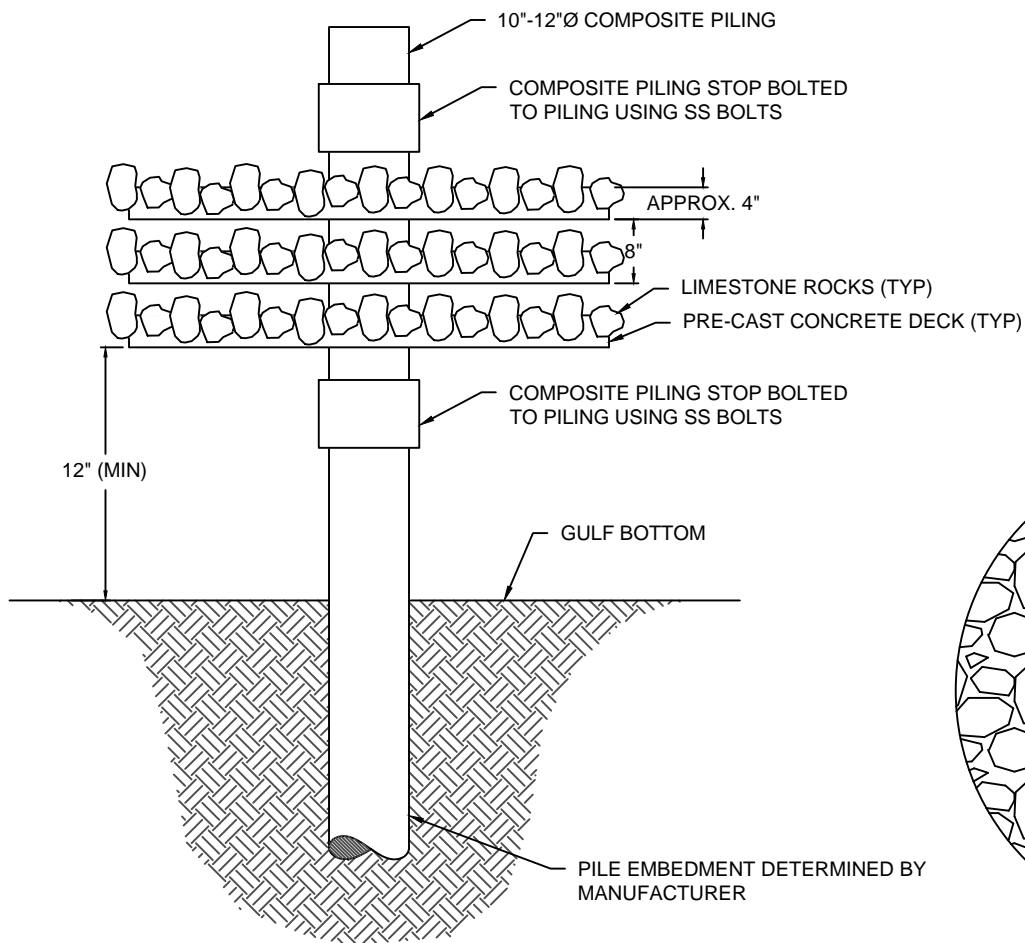


SURVEY: MORGAN & EKLUND, JULY 2017
 VERTICAL DATUM: NAVD 88, FEET

TAYLOR ENGINEERING INC.
 4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FL 32541
 REGISTRY # 4815

FIGURE 5
 TYPICAL SECTION
 POMPANO ST BEACH ACCESS NEARSHORE REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2019-069	SEAL
DRAWN BY	AF	
SHEET	5 of 6	
DATE	JAN 2020	
		MATTHEW TRAMMELL P.E.# 69244
		DATE



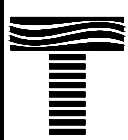
ELEVATION VIEW

TOP VIEW

PRE-FABRICATED MULTI-MEDIA REEF MODULE
NOT TO SCALE



ANTON FLEVELLING X:\S\SYSTEMS\PROJECTS\C2019-069 OKA SNORKEL REEFS\PERMIT\C2019-069-P-DETAILS.DWG 1/6/2020 5:15:08 PM



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 6
REEF DETAILS
POMPANO ST BEACH ACCESS NEARSHORE REEF
OKALOOSA COUNTY, FLORIDA

PROJECT	C2019-069
DRAWN BY	AF
SHEET	6 of 6
DATE	JAN 2020

SEAL	
	MATTHEW TRAMMELL P.E.# 69244
	DATE

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



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

REPLY TO
ATTENTION OF

June 8, 2017

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2014-03328 (SP-SWA)

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

Dear Applicant:

The U.S. Army Corps of Engineers (Corps) has completed the review and evaluation of your Department of the Army permit application, number SAJ-2014-03328. Our regulations require that you have an opportunity to review the terms and conditions prior to final signature by the Department of the Army. Enclosed is an unsigned Department of the Army permit instrument (permit).

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

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

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria under 33 CFR Part 331.5, and that it has been received by the District office within 60 days of the date of the RFA. Should you decide to submit an RFA form, it must be received at the letterhead address by **August 7, 2017**.

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

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

SIGN (PAGE #11) AND RETURN TO THE LETTERHEAD ADDRESS.

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

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

If you have any questions concerning this application, you may contact Steve Andrews Jr. in writing at the letterhead address, by electronic mail at stephen.w.andrews@usace.army.mil, or by telephone at 850-439-0707.

Sincerely,

A handwritten signature in black ink that reads "Steve Andrews Jr." with a stylized flourish at the end.

FOR Donald W. Kinard
Chief, Regulatory Division

Enclosures

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Okaloosa BOCC		File Number: SAJ-2014-03328	Date: 8 June 2017
Attached is:		See Section below	
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL	C	
	APPROVED JURISDICTIONAL DETERMINATION	D	
	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

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

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

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

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

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

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

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

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

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

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

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

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:

Project Manager as noted in letter

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

Jason W. Steele
Administrative Appeals Review Officer
USACE – South Atlantic Division
60 Forsyth Street SW, Room 10M15
Atlanta, Georgia 30303-8801
(404) 562-5137

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

Signature of appellant or agent.

Date:

Telephone number:

DEPARTMENT OF THE ARMY PERMIT

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

Permit No: SAJ-2014-03328 (SP-SWA)

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

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

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

Project Description: The project is to establish six nearshore artificial reef deployment areas, which would be referred to as Beach Access #6, Beach Access #2, Beasley Park, Henderson Beach State Park, Pompano Street Beach Access, and The Crab Trap Snorkel Reef Areas. Specifically, the applicant proposes to install approximately 74 - 80 pre-fabricated, pile-supported multi-media reef modules (e.g., Walter Eco-Systems Reef Modules or similar pre-fabricated units) within each of the proposed artificial reef sites. The pre-fabricated reef modules comprise a stack of concrete disks, approximately 5 feet in diameter, with a center support pole extending into the substrate to ensure the modules remain firmly anchored to the bottom and do not subside. The top of each reef will extend upward in the water column to a maximum of 6 feet below the mean low water elevation and at no time shall exceed 1/2 the distance between the seafloor and the mean low water elevation.

Project Location: The proposed artificial reef sites would be located at six public beach access areas, in the Gulf of Mexico, approximately 100 – 150 feet offshore of Okaloosa County, Florida.

Approximate Coordinates:

Beach Access #6 Snorkel Reef	Latitude	Longitude
Northwest Corner	30.396087	-86.626627
Northeast Corner	30.396023	-86.625551
Southeast Corner	30.393033	-86.625789
Southwest Corner	30.393098	-86.626864

Beach Access #2 Snorkel Reef	Latitude	Longitude
Northwest Corner	30.394933	-86.608300
Northeast Corner	30.394788	-86.607235
Southeast Corner	30.391827	-86.607773
Southwest Corner	30.391973	-86.608838
Beasley Park Snorkel Reef	Latitude	Longitude
Northwest Corner	30.392609	-86.585579
Northeast Corner	30.392626	-86.584500
Southeast Corner	30.389629	-86.584437
Southwest Corner	30.389612	-86.585515
Henderson Beach State Park Snorkel Reef	Latitude	Longitude
Northwest Corner	30.383068	-86.453157
Northeast Corner	30.383003	-86.452081
Southeast Corner	30.380013	-86.452323
Southwest Corner	30.380078	-86.453399
Pompano St Beach Access Snorkel Reef	Latitude	Longitude
Northwest Corner	30.380478	-86.419066
Northeast Corner	30.380331	-86.418002
Southeast Corner	30.377372	-86.418544
Southwest Corner	30.377518	-86.419609
The Crab Trap Snorkel Reef	Latitude	Longitude
Northwest Corner	30.379439	-86.408194
Northeast Corner	30.379292	-86.407129
Southeast Corner	30.376333	-86.407672
Southwest Corner	30.376479	-86.408737

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **June 8, 2022**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith

PERMIT NUMBER: SAJ-2014-03328 (SP-SWA)
PERMITTEE: Okaloosa BOCC
PAGE 3 of 13

transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

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

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

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

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

Special Conditions:

1. **Reporting Addresses:** The Permittee shall reference this permit number, SAJ-2014-03328, on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

- a. U.S. Army Corps of Engineers
41 North Jefferson Street, Suite 301
Pensacola, FL 32502

or by email at CESAJ-ComplyDocs@usace.army.mil

- b. National Oceanic and Atmospheric Administration
Marine Chart Division
Office of Coast Survey, N/CS26, Sta. 7317
1315 East-West Highway

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PERMITTEE: Okaloosa BOCC
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Silver Springs, MD 20910-3282

or email at ocs.ndb@noaa.gov

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

- d. Florida Fish and Wildlife Conservation Commission
Artificial Reef Program
620 S. Meridian Street, Box 4B2
Tallahassee, Florida 32399

Or email at artificialreefdeployments@MyFWC.com

2. Initial Agency Notification: The Permittee shall provide to the U.S. Army Corps of Engineers (Corps), National Oceanic and Atmospheric Administration (NOAA), and U.S. Coast Guard (USCG) written notification of the planned deployment start date at least 2 weeks prior to the initial deployment on the authorized artificial reef site.

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

4. Endangered Species: The permittee agrees to comply with all of the activity specific Project Design Criteria (PDCs) listed in the National Marine Fisheries Service's (NMFS) Statewide Programmatic Biological Opinion (SWPBO), dated December 4, 2015. Failure to comply with these conditions could result in enforcement action by the Corps and/or NMFS.

5. Right Whale Protection: It is illegal to approach within 500 yards of a right whale by vessel, aircraft, or any other means (50 CFR 224.103 (c)). Any vessel finding itself within 500 yards of a right whale must depart immediately at a slow speed.

6. **Species reporting:** Any collision(s) with and/or injuries to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (727-824-5312) or by email to takereport.nmfs@noaa.gov and CESAJ-ComplyDocs@usace.army.mil. Sea turtle and marine mammal stranding/rescue organizations' contact information is available by region at <http://www.nmfs.noaa.gov/pr/health/networks.htm>. Smalltooth sawfish encounters shall be reported to <http://www.flmnh.ufl.edu/fish/sharks/sawfish/sawfishencounters.html>.

*Failure to report take of a federally listed threatened or endangered species may lead to suspension, revocation, or modification of this authorization. (From Section 3(18) of the Federal Endangered Species Act: The term 'take' means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct.)

7. **Reef Materials:** Reef materials shall be clean and free from asphalt, creosote, petroleum, other hydrocarbons and toxic residues, loose free-floating material or other deleterious substances.

8. **Assessment of bottom conditions:** No artificial reef materials shall be deployed until an assessment of the bottom conditions has been accomplished by diver or submersible video camera. The inspection of the deployment area may occur at the time of deployment but no more than 1 year prior to deployment.

9. **Protection of adjacent resources:** The permittee shall maintain a deployment buffer of at least 500 feet from any submerged aquatic resources including seagrasses, macroalgae, hard or soft coral, sponges, oysters, hard bottom, or areas where there are unique or unusual concentrations of bottom-dwelling marine organisms.

10. **Size of reef materials:** No individual reef unit or module will weigh less than 500 pounds (lb). Reef materials shall be clean and free from asphalt, petroleum, other hydrocarbons and toxic residues, as well as loose, free-floating material, or other deleterious substances. All artificial reef materials and/or structures will be selected, designed, constructed, and deployed to create stable and durable marine habitat.

11. **Authorized Reef Materials:** The Permittee shall deploy only the following authorized reef materials: pre-fabricated, pile-supported multi-media reef modules (e.g., Walter Eco-Systems Reef Modules or similar pre-fabricated units).

12. **Reef structures, materials, and installation methods:** Shall be designed and deployed to prevent entanglement and entrapment of listed species. The use of open-

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bottom structures is not authorized unless the structure has at least a 3-ft opening at the top of the structure for turtles to escape.

13. Reef Parameters: The Permittee shall deploy all reef materials within the buffer boundary as defined on attached permit drawings. A minimum clearance of 1/2 the distance between the seafloor and the mean low water elevation (MLLW) shall be maintained.

14. Violation of Reef Parameters Notification: In the event reef material is deployed in a location or manner contrary to the Reef Parameters Special Condition, the Permittee shall immediately notify the USCG Station and provide information as requested by the station. The Permittee shall notify NOAA, USCG and Corps in writing within 24 hours of the occurrence. At a minimum the written notification shall explain how the deployed material exceeds the authorized reef parameters, a description of the material, a description of the vessel traffic in the area, the deployment location in nautical miles at compass bearing from obvious landmarks, the location of the unauthorized material in latitude and longitude coordinates (degree, minute, decimal minute format to the third decimal place), and the water depth above the material from MLW. The document will list the information provided by telephone to the USCG as noted above and include the time of the call and the name of the USCG personnel receiving the information.

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

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

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

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

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

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

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

21. Monitoring: As part of the yearly monitoring program the Permittee will conduct an inspection once per year of each deployment within the six artificial reef deployment areas to verify material location and condition and compare to such information from previous monitoring events to distinguish changes in either. The monitoring report should include a spreadsheet representation of the site inspected and data gained with a written narrative and submitted in accordance with Special Condition 1.

22. Cultural Resources/Historic Properties:

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

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

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

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

PERMIT NUMBER: SAJ-2014-03328 (SP-SWA)
PERMITTEE: Okaloosa BOCC
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Further Information:

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

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

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

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

2. Limits of this authorization.

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

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

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

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

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

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

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

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

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

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

PERMIT NUMBER: SAJ-2014-03328 (SP-SWA)
PERMITTEE: Okaloosa BOCC
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4. **Reliance on Applicant's Data:** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

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

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

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

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

PERMIT NUMBER: SAJ-2014-03328 (SP-SWA)
PERMITTEE: Okaloosa BOCC
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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE)

(DATE)

(PERMITTEE NAME-PRINTED)

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

(DISTRICT ENGINEER)

(DATE)

FOR

Jason A. Kirk, P.E.
Colonel, U.S. Army
District Commander

PERMIT NUMBER: SAJ-2014-03328 (SP-SWA)
PERMITTEE: Okaloosa BOCC
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When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

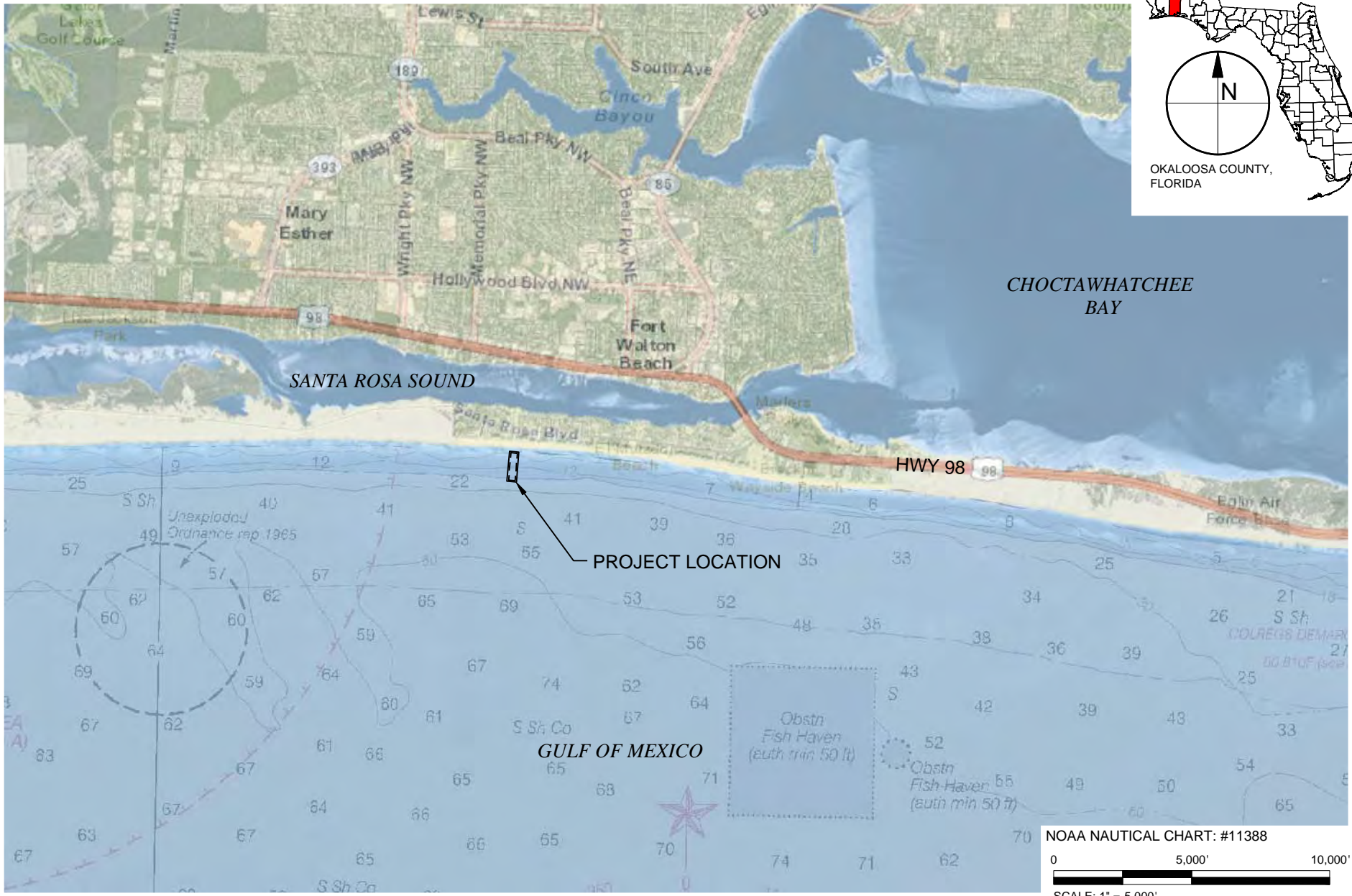
(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2014-03328 (SP-SWA)
PERMITTEE: Okaloosa BOCC
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***Attachments to Department of the Army
Permit Number SAJ-2014-03328***

1. PERMIT DRAWINGS: Thirty-six (36) pages, dated June 6, 2017.
2. SEA TURTLE, SAWFISH AND STURGEON CONDITIONS: One (1) page.
3. MANATEE CONDITIONS: One (1) page.
4. FLORIDA ARTIFICIAL REEF MATERIALS CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION FORM: Two (2) pages.
5. FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION FORM: One (1) page.
6. VESSEL STRIKE AVOIDANCE MEASURES: Two (2) pages.
7. SELF-CERTIFICATION FORM: One (1) page.



NOAA NAUTICAL CHART: #11388
 0 5,000' 10,000'
 SCALE: 1" = 5,000'



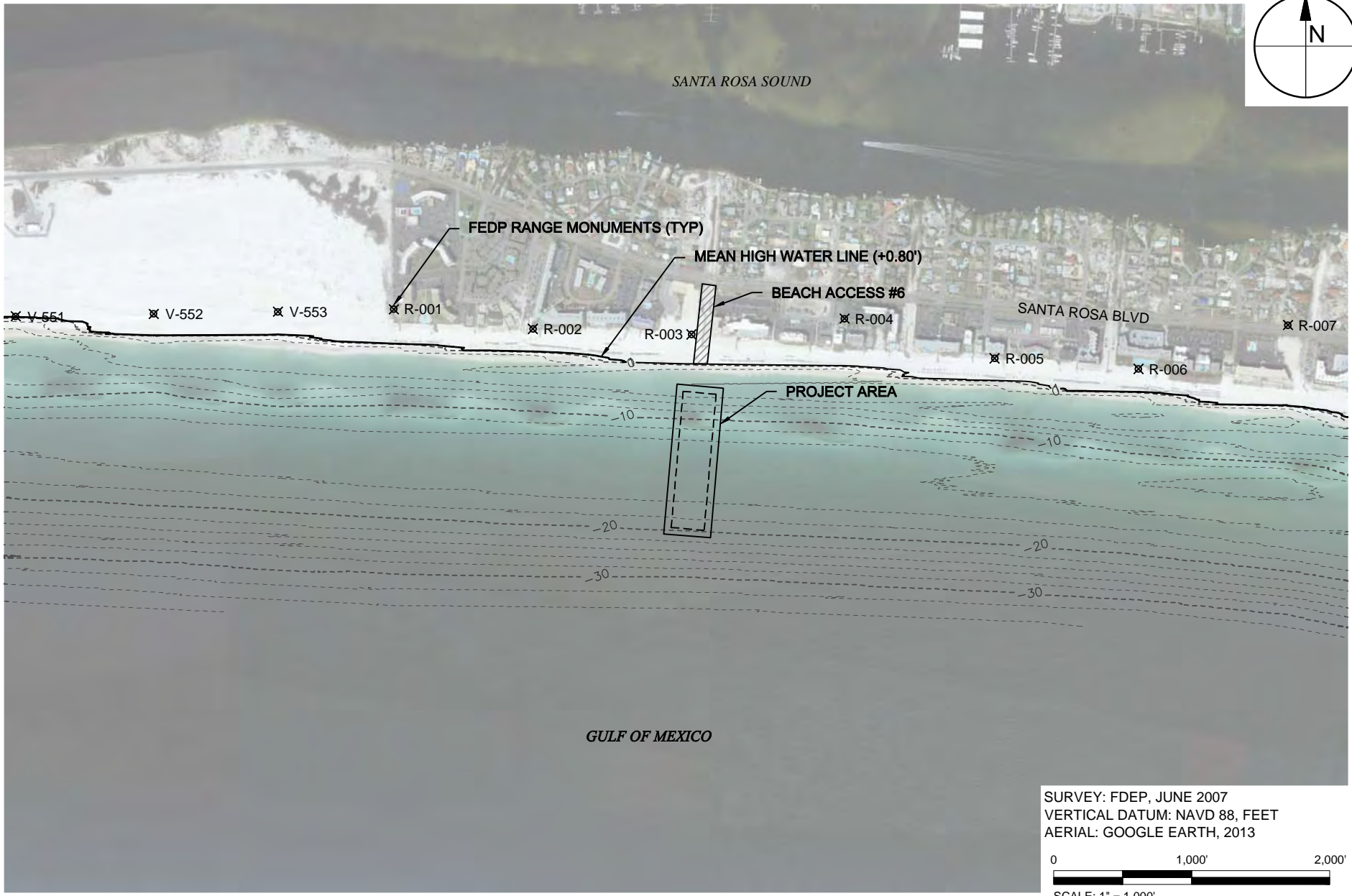
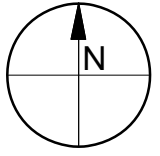
TAYLOR ENGINEERING INC.
 1221 AIRPORT ROAD
 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
 LOCATION MAP
 BEACH ACCESS #6 SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058	SEAL
DRAWN BY	AF	
SHEET	1 of 6	
DATE	OCT 2014	DATE
		MATTHEW TRAMMELL P.E.# 69244

ANTON_X:\S\PROJECTS\C2014-058 OKA SNORKEL REEF\PERMIT\C2014-058-P-LOCATION.MXD BEACH ACCESS 6.DWG 10/22/2014 4:42:20 PM

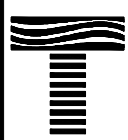
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



SURVEY: FDEP, JUNE 2007
 VERTICAL DATUM: NAVD 88, FEET
 AERIAL: GOOGLE EARTH, 2013



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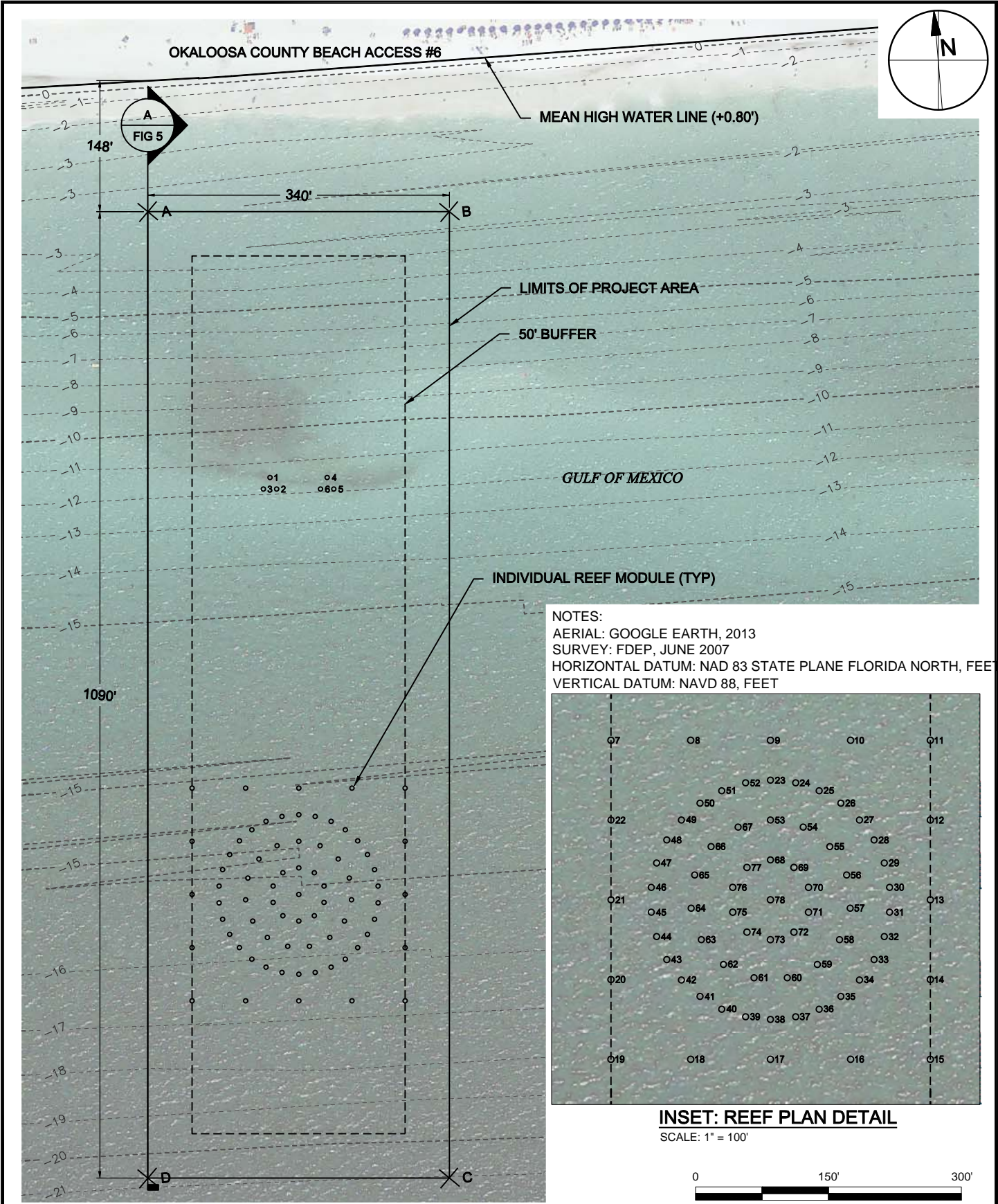
TAYLOR ENGINEERING INC.
 1221 AIRPORT ROAD
 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
 PROJECT OVERVIEW
 BEACH ACCESS #6 SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

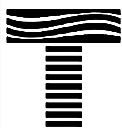
PROJECT	C2014-058
DRAWN BY	AF
SHEET	2 of 6
DATE	OCT 2014

SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

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



ANTON_X:\S\PROJECTS\C2014-058 OKA SNORKEL REEF\PERMIT\C2014-058-P-REF PLAN.DWG 10/23/2014 11:46:40 AM



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
 SUITE 210
 DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
REEF PLAN
 BEACH ACCESS #6 SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2014-058	AF	3 of 6	OCT 2014

SEAL	DATE
MATTHEW TRAMMELL P.E.# 69244	

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

PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,298,065.02	513,974.60	N30.396087	W86.626627	N30° 23.7652'	W86° 37.5976'
B	1,298,403.72	513,944.89	N30.396023	W86.625551	N30° 23.7614'	W86° 37.5330'
C	1,298,308.45	512,859.06	N30.393033	W86.625789	N30° 23.5820'	W86° 37.5473'
D	1,297,969.75	512,888.77	N30.393098	W86.626864	N30° 23.5859'	W86° 37.6119'

NOTES:
HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
VERTICAL DATUM: NAVD 88, FEET
LAT/LONG: NAD 83 DATUM, DECIMAL DEGREES AND DEGREES/DECIMAL MINUTES

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
1	1,298,175.90	513,663.71	N30.395239	W86.626257	N30° 23.7143'	W86° 37.5754'
2	1,298,182.24	513,650.12	N30.395201	W86.626236	N30° 23.7121'	W86° 37.5741'
3	1,298,167.30	513,651.43	N30.395204	W86.626283	N30° 23.7123'	W86° 37.5770'
4	1,298,240.40	513,658.05	N30.395226	W86.626052	N30° 23.7136'	W86° 37.5631'
5	1,298,246.73	513,644.46	N30.395189	W86.626031	N30° 23.7114'	W86° 37.5618'
6	1,298,231.79	513,645.77	N30.395192	W86.626078	N30° 23.7115'	W86° 37.5647'
7	1,298,058.02	513,322.72	N30.394295	W86.626610	N30° 23.6577'	W86° 37.5966'
8	1,298,117.79	513,317.48	N30.394284	W86.626420	N30° 23.6570'	W86° 37.5852'
9	1,298,177.56	513,312.23	N30.394272	W86.626231	N30° 23.6563'	W86° 37.5738'
10	1,298,237.33	513,306.99	N30.394261	W86.626041	N30° 23.6557'	W86° 37.5624'
11	1,298,297.10	513,301.74	N30.394250	W86.625851	N30° 23.6550'	W86° 37.5510'
12	1,298,291.86	513,241.97	N30.394085	W86.625864	N30° 23.6451'	W86° 37.5518'
13	1,298,286.61	513,182.20	N30.393920	W86.625877	N30° 23.6352'	W86° 37.5526'
14	1,298,281.37	513,122.43	N30.393756	W86.625890	N30° 23.6254'	W86° 37.5534'
15	1,298,276.12	513,062.66	N30.393591	W86.625903	N30° 23.6155'	W86° 37.5542'
16	1,298,216.35	513,067.91	N30.393603	W86.626093	N30° 23.6162'	W86° 37.5656'
17	1,298,156.58	513,073.15	N30.393614	W86.626283	N30° 23.6168'	W86° 37.5770'
18	1,298,096.81	513,078.39	N30.393625	W86.626473	N30° 23.6175'	W86° 37.5884'
19	1,298,037.04	513,083.64	N30.393637	W86.626663	N30° 23.6182'	W86° 37.5998'
20	1,298,042.29	513,143.41	N30.393801	W86.626650	N30° 23.6281'	W86° 37.5990'
21	1,298,047.53	513,203.18	N30.393966	W86.626636	N30° 23.6380'	W86° 37.5982'
22	1,298,052.78	513,262.95	N30.394130	W86.626623	N30° 23.6478'	W86° 37.5974'
23	1,298,174.94	513,282.35	N30.394190	W86.626237	N30° 23.6514'	W86° 37.5742'
24	1,298,193.41	513,278.75	N30.394181	W86.626178	N30° 23.6509'	W86° 37.5707'
25	1,298,210.72	513,271.40	N30.394162	W86.626123	N30° 23.6497'	W86° 37.5674'
26	1,298,226.13	513,260.60	N30.394133	W86.626073	N30° 23.6480'	W86° 37.5644'
27	1,298,238.96	513,246.84	N30.394096	W86.626032	N30° 23.6457'	W86° 37.5619'
28	1,298,248.65	513,230.71	N30.394052	W86.626000	N30° 23.6431'	W86° 37.5600'
29	1,298,254.77	513,212.91	N30.394003	W86.625980	N30° 23.6402'	W86° 37.5588'
30	1,298,257.06	513,194.24	N30.393952	W86.625971	N30° 23.6371'	W86° 37.5583'
31	1,298,255.41	513,175.50	N30.393900	W86.625976	N30° 23.6340'	W86° 37.5585'
32	1,298,249.91	513,157.50	N30.393851	W86.625992	N30° 23.6310'	W86° 37.5595'
33	1,298,240.78	513,141.05	N30.393805	W86.626020	N30° 23.6283'	W86° 37.5612'
34	1,298,228.44	513,126.85	N30.393765	W86.626058	N30° 23.6259'	W86° 37.5635'
35	1,298,213.41	513,115.53	N30.393733	W86.626105	N30° 23.6240'	W86° 37.5663'
36	1,298,196.35	513,107.59	N30.393711	W86.626159	N30° 23.6226'	W86° 37.5695'
37	1,298,178.02	513,103.36	N30.393698	W86.626217	N30° 23.6219'	W86° 37.5730'
38	1,298,159.21	513,103.04	N30.393696	W86.626276	N30° 23.6218'	W86° 37.5766'
39	1,298,140.74	513,106.63	N30.393705	W86.626335	N30° 23.6223'	W86° 37.5801'
40	1,298,123.42	513,113.99	N30.393725	W86.626390	N30° 23.6235'	W86° 37.5834'
41	1,298,108.01	513,124.78	N30.393753	W86.626440	N30° 23.6252'	W86° 37.5864'
42	1,298,095.18	513,138.55	N30.393791	W86.626481	N30° 23.6274'	W86° 37.5889'
43	1,298,085.49	513,154.68	N30.393834	W86.626513	N30° 23.6301'	W86° 37.5908'
44	1,298,079.37	513,172.47	N30.393883	W86.626534	N30° 23.6330'	W86° 37.5920'
45	1,298,077.09	513,191.14	N30.393934	W86.626542	N30° 23.6361'	W86° 37.5925'

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
46	1,298,078.73	513,209.89	N30.393986	W86.626538	N30° 23.6392'	W86° 37.5923'
47	1,298,084.24	513,227.88	N30.394036	W86.626521	N30° 23.6421'	W86° 37.5913'
48	1,298,093.36	513,244.33	N30.394081	W86.626494	N30° 23.6449'	W86° 37.5896'
49	1,298,105.71	513,258.53	N30.394121	W86.626455	N30° 23.6473'	W86° 37.5873'
50	1,298,120.74	513,269.85	N30.394153	W86.626408	N30° 23.6492'	W86° 37.5845'
51	1,298,137.79	513,277.79	N30.394176	W86.626355	N30° 23.6505'	W86° 37.5813'
52	1,298,156.13	513,282.02	N30.394188	W86.626297	N30° 23.6513'	W86° 37.5778'
53	1,298,172.32	513,252.46	N30.394108	W86.626244	N30° 23.6465'	W86° 37.5746'
54	1,298,196.17	513,245.16	N30.394089	W86.626168	N30° 23.6453'	W86° 37.5701'
55	1,298,215.00	513,228.79	N30.394045	W86.626107	N30° 23.6427'	W86° 37.5664'
56	1,298,225.54	513,206.17	N30.393983	W86.626072	N30° 23.6390'	W86° 37.5643'
57	1,298,225.97	513,181.23	N30.393915	W86.626069	N30° 23.6349'	W86° 37.5642'
58	1,298,216.21	513,158.26	N30.393851	W86.626099	N30° 23.6311'	W86° 37.5659'
59	1,298,197.96	513,141.25	N30.393803	W86.626156	N30° 23.6282'	W86° 37.5693'
60	1,298,174.37	513,133.14	N30.393780	W86.626230	N30° 23.6268'	W86° 37.5738'
61	1,298,149.52	513,135.32	N30.393785	W86.626309	N30° 23.6271'	W86° 37.5785'
62	1,298,127.70	513,147.42	N30.393817	W86.626379	N30° 23.6290'	W86° 37.5827'
63	1,298,112.69	513,167.35	N30.393871	W86.626428	N30° 23.6322'	W86° 37.5857'
64	1,298,107.08	513,191.66	N30.393937	W86.626447	N30° 23.6362'	W86° 37.5868'
65	1,298,111.85	513,216.15	N30.394005	W86.626433	N30° 23.6403'	W86° 37.5860'
66	1,298,126.16	513,236.58	N30.394062	W86.626389	N30° 23.6437'	W86° 37.5833'
67	1,298,147.55	513,249.43	N30.394098	W86.626322	N30° 23.6459'	W86° 37.5793'
68	1,298,169.69	513,222.58	N30.394025	W86.626250	N30° 23.6415'	W86° 37.5750'
69	1,298,186.76	513,215.33	N30.394006	W86.626196	N30° 23.6404'	W86° 37.5717'
70	1,298,196.30	513,199.43	N30.393963	W86.626164	N30° 23.6378'	W86° 37.5699'
71	1,298,194.68	513,180.96	N30.393912	W86.626168	N30° 23.6347'	W86° 37.5701'
72	1,298,182.52	513,166.97	N30.393873	W86.626206	N30° 23.6324'	W86° 37.5724'
73	1,298,164.45	513,162.81	N30.393861	W86.626263	N30° 23.6317'	W86° 37.5758'
74	1,298,147.38	513,170.05	N30.393880	W86.626318	N30° 23.6328'	W86° 37.5791'
75	1,298,137.84	513,185.95	N30.393923	W86.626349	N30° 23.6354'	W86° 37.5809'
76	1,298,139.46	513,204.42	N30.393974	W86.626345	N30° 23.6384'	W86° 37.5807'
77	1,298,151.63	513,218.41	N30.394013	W86.626307	N30° 23.6408'	W86° 37.5784'
78	1,298,167.07	513,192.69	N30.393943	W86.626257	N30° 23.6366'	W86° 37.5754'

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

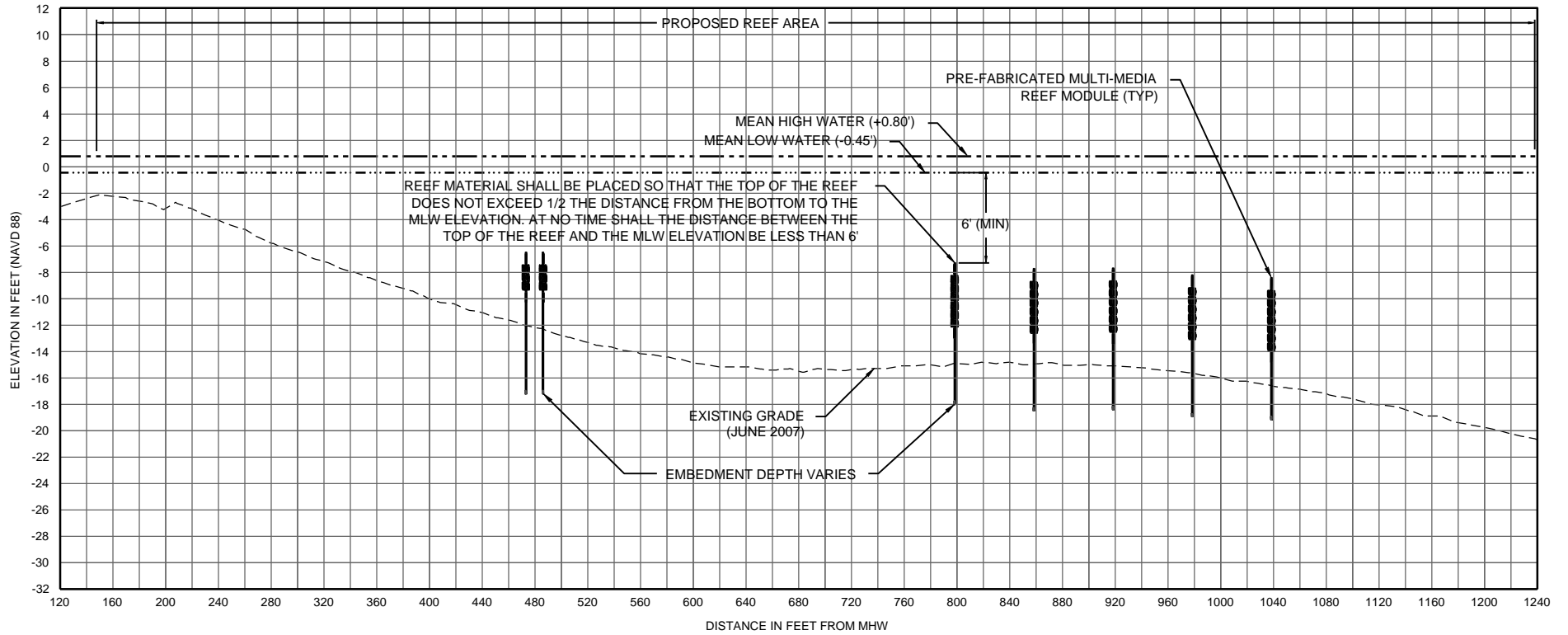
FIGURE 4
PROJECT AREA AND REEF MODULE TABLES
BEACH ACCESS #6 SNORKEL REEF
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058	DRAWN BY	AF	SHEET	4 of 6	DATE	OCT 2014
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SEAL _____
DATE _____
MATTHEW TRAMMELL P.E.# 69244

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

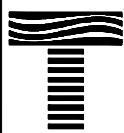
ANTON_X:\S\PROJECTS\C2014-058 OKA SNORKEL REEF\PERMIT\C2014-058-P-REEF SECTIONS.DWG 10/22/2014 6:38:15 PM



A **TYPICAL SECTION**
FIG 3

SCALE: 1" = 120'
 V-SCALE: 1" = 12'

SURVEY: FDEP, JUNE 2007
 VERTICAL DATUM: NAVD 88, FEET

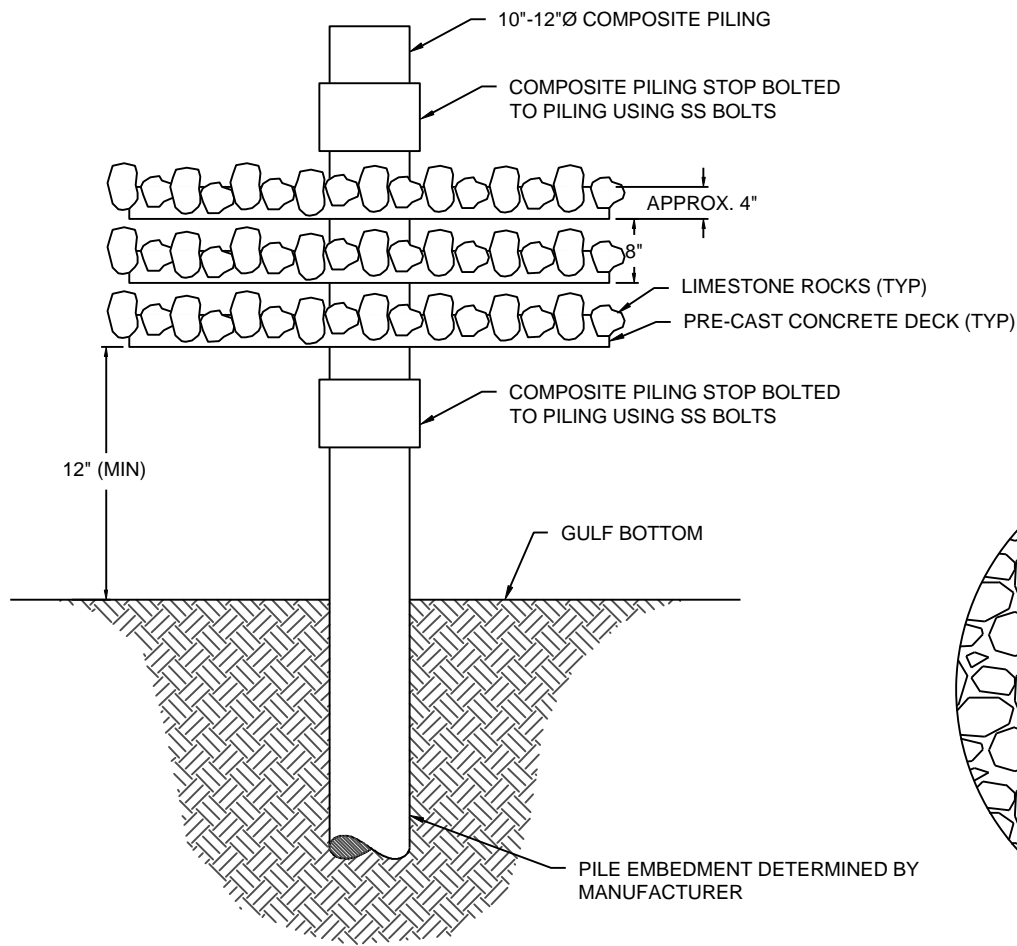


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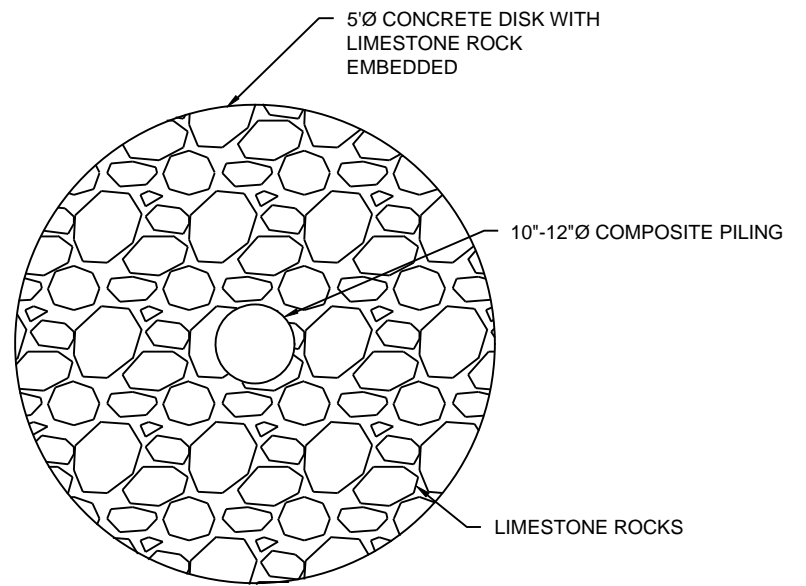
FIGURE 5
 TYPICAL SECTION
 BEACH ACCESS #6 SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058	SEAL
DRAWN BY	AF	
SHEET	5 of 6	
DATE	OCT 2014	DATE
		MATTHEW TRAMMELL P.E.# 69244

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



ELEVATION VIEW

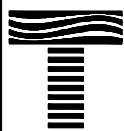


TOP VIEW

PRE-FABRICATED MULTI-MEDIA REEF MODULE

NOT TO SCALE

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FIGURE 6
REEF DETAILS
BEACH ACCESS #6 SNORKEL REEF
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058
DRAWN BY	AF
SHEET	6 of 6
DATE	OCT 2014

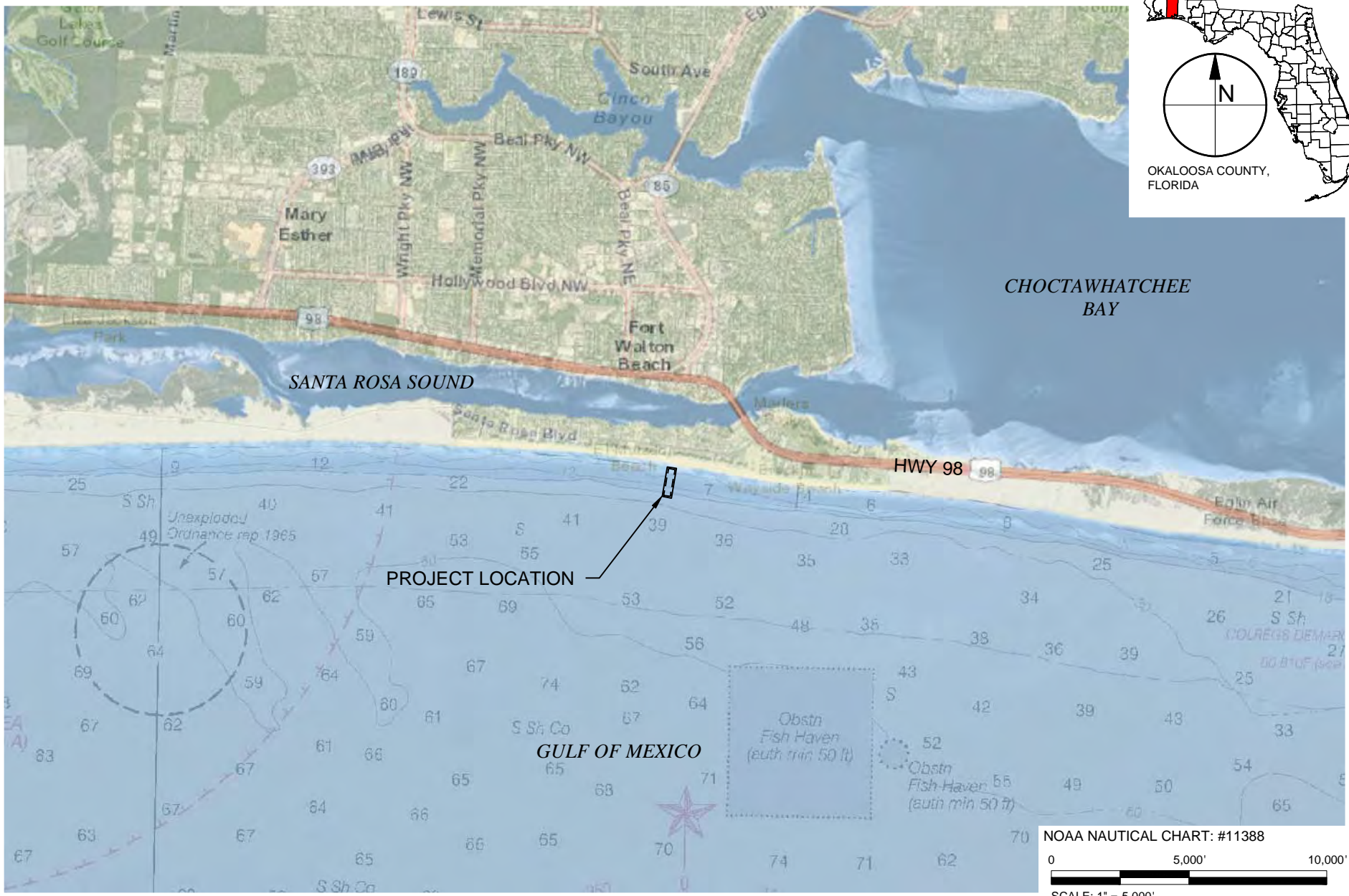
SEAL

MATTHEW TRAMMELL P.E.# 69244

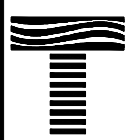
DATE

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

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NOAA NAUTICAL CHART: #11388
 0 5,000' 10,000'
 SCALE: 1" = 5,000'

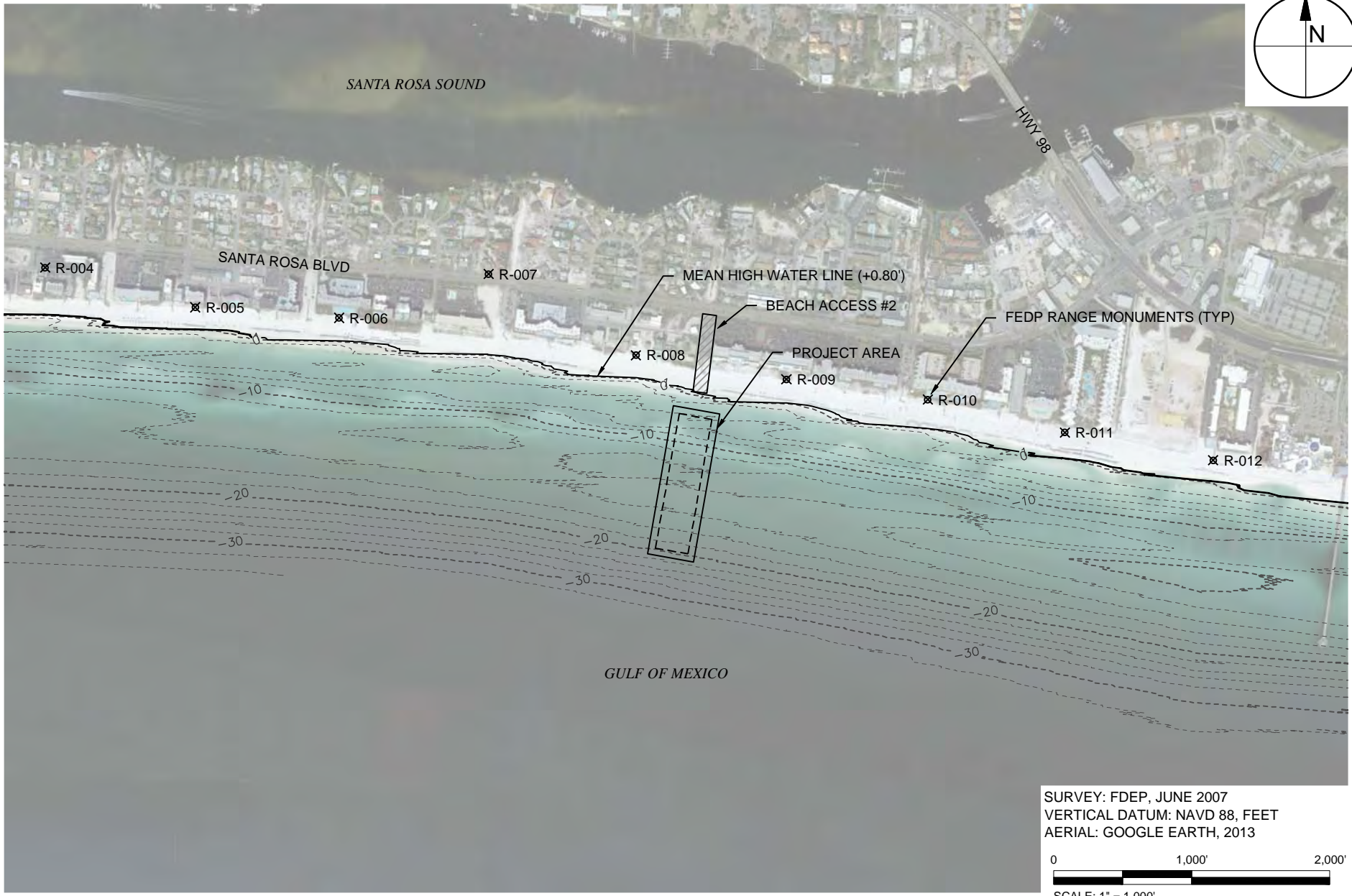
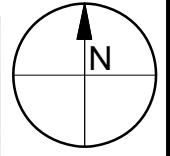


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FIGURE 1
 LOCATION MAP
 BEACH ACCESS #2 SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058	SEAL
DRAWN BY	AF	
SHEET	1 of 6	
DATE	OCT 2014	DATE
		MATTHEW TRAMMELL P.E.# 69244

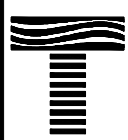
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



SURVEY: FDEP, JUNE 2007
 VERTICAL DATUM: NAVD 88, FEET
 AERIAL: GOOGLE EARTH, 2013



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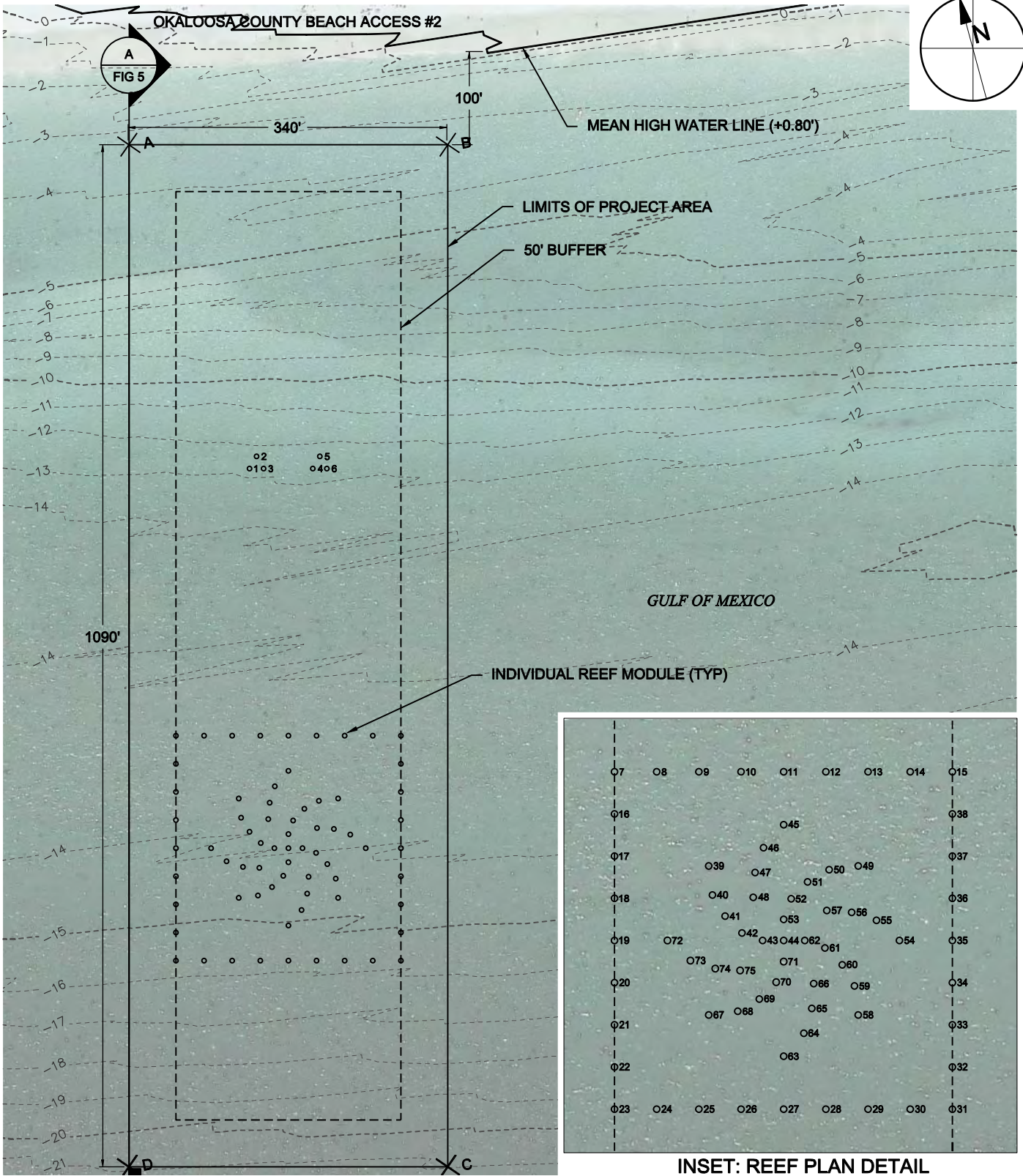
FIGURE 2
 PROJECT OVERVIEW
 BEACH ACCESS #2 SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058
DRAWN BY	AF
SHEET	2 of 6
DATE	OCT 2014

SEAL	
DATE	

MATTHEW TRAMMELL P.E.# 69244

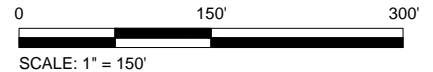
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



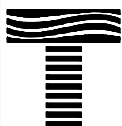
NOTES:
 AERIAL: GOOGLE EARTH, 2013
 SURVEY: FDEP, JUNE 2007
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET

INSET: REEF PLAN DETAIL

SCALE: 1" = 100'



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**FIGURE 3
 REEF PLAN
 BEACH ACCESS #2 SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA**

SEAL

PROJECT	DRAWN BY	SHEET	DATE
C2014-058	AF	3 of 6	OCT 2014

MATTHEW TRAMMELL P.E.# 69244

DATE

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

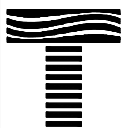
PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEC MIN)	LONG (DEC MIN)
A	1,303,834.27	513,447.53	N30.394933	W86.608300	N30° 23.6960'	W86° 36.4980'
B	1,304,169.09	513,388.40	N30.394788	W86.607235	N30° 23.6873'	W86° 36.4341'
C	1,303,979.54	512,315.01	N30.391827	W86.607773	N30° 23.5096'	W86° 36.4664'
D	1,303,644.72	512,374.13	N30.391973	W86.608838	N30° 23.5184'	W86° 36.5303'

NOTES:
HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
VERTICAL DATUM: NAVD 88, FEET
LAT/LONG: NAD 83 DATUM, DECIMAL DEGREES AND DEGREES/DECIMAL MINUTES

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEC MIN)	LONG (DEC MIN)
1	1,303,900.92	513,084.82	N30.393939	W86.608067	N30° 23.6364'	W86° 36.4840'
2	1,303,910.56	513,096.31	N30.393971	W86.608037	N30° 23.6383'	W86° 36.4822'
3	1,303,915.69	513,082.22	N30.393933	W86.608020	N30° 23.6360'	W86° 36.4812'
4	1,303,967.48	513,073.07	N30.393910	W86.607855	N30° 23.6346'	W86° 36.4713'
5	1,303,977.12	513,084.56	N30.393943	W86.607826	N30° 23.6366'	W86° 36.4695'
6	1,303,982.25	513,070.46	N30.393904	W86.607808	N30° 23.6342'	W86° 36.4685'
7	1,303,773.95	512,818.43	N30.393201	W86.608454	N30° 23.5920'	W86° 36.5073'
8	1,303,803.50	512,813.21	N30.393188	W86.608360	N30° 23.5913'	W86° 36.5016'
9	1,303,833.04	512,808.00	N30.393175	W86.608266	N30° 23.5905'	W86° 36.4960'
10	1,303,862.58	512,802.78	N30.393162	W86.608172	N30° 23.5897'	W86° 36.4903'
11	1,303,892.12	512,797.56	N30.393149	W86.608078	N30° 23.5890'	W86° 36.4847'
12	1,303,921.67	512,792.35	N30.393136	W86.607984	N30° 23.5882'	W86° 36.4791'
13	1,303,951.21	512,787.13	N30.393124	W86.607890	N30° 23.5874'	W86° 36.4734'
14	1,303,980.75	512,781.91	N30.393111	W86.607796	N30° 23.5866'	W86° 36.4678'
15	1,304,010.30	512,776.70	N30.393098	W86.607702	N30° 23.5859'	W86° 36.4621'
16	1,303,768.74	512,788.89	N30.393119	W86.608469	N30° 23.5871'	W86° 36.5081'
17	1,303,763.52	512,759.35	N30.393038	W86.608484	N30° 23.5823'	W86° 36.5090'
18	1,303,758.30	512,729.80	N30.392956	W86.608499	N30° 23.5774'	W86° 36.5099'
19	1,303,753.09	512,700.26	N30.392875	W86.608513	N30° 23.5725'	W86° 36.5108'
20	1,303,747.87	512,670.72	N30.392793	W86.608528	N30° 23.5676'	W86° 36.5117'
21	1,303,742.65	512,641.17	N30.392712	W86.608543	N30° 23.5627'	W86° 36.5126'
22	1,303,737.44	512,611.63	N30.392630	W86.608558	N30° 23.5578'	W86° 36.5135'
23	1,303,732.22	512,582.09	N30.392549	W86.608573	N30° 23.5529'	W86° 36.5144'
24	1,303,761.76	512,576.87	N30.392536	W86.608479	N30° 23.5522'	W86° 36.5087'
25	1,303,791.30	512,571.65	N30.392523	W86.608385	N30° 23.5514'	W86° 36.5031'
26	1,303,820.85	512,566.44	N30.392510	W86.608291	N30° 23.5506'	W86° 36.4974'
27	1,303,850.39	512,561.22	N30.392497	W86.608197	N30° 23.5498'	W86° 36.4918'
28	1,303,879.93	512,556.00	N30.392485	W86.608103	N30° 23.5491'	W86° 36.4862'
29	1,303,909.48	512,550.79	N30.392472	W86.608009	N30° 23.5483'	W86° 36.4805'
30	1,303,939.02	512,545.57	N30.392459	W86.607915	N30° 23.5475'	W86° 36.4749'
31	1,303,968.56	512,540.35	N30.392446	W86.607821	N30° 23.5468'	W86° 36.4692'
32	1,303,973.78	512,569.90	N30.392528	W86.607806	N30° 23.5517'	W86° 36.4684'
33	1,303,979.00	512,599.44	N30.392609	W86.607791	N30° 23.5565'	W86° 36.4675'
34	1,303,984.21	512,628.98	N30.392690	W86.607776	N30° 23.5614'	W86° 36.4666'
35	1,303,989.43	512,658.53	N30.392772	W86.607762	N30° 23.5663'	W86° 36.4657'
36	1,303,994.65	512,688.07	N30.392853	W86.607747	N30° 23.5712'	W86° 36.4648'
37	1,303,999.86	512,717.61	N30.392935	W86.607732	N30° 23.5761'	W86° 36.4639'
38	1,304,005.08	512,747.15	N30.393016	W86.607717	N30° 23.5810'	W86° 36.4630'
39	1,303,828.24	512,740.83	N30.392990	W86.608278	N30° 23.5794'	W86° 36.4967'
40	1,303,827.20	512,720.12	N30.392933	W86.608280	N30° 23.5760'	W86° 36.4968'
41	1,303,833.31	512,703.57	N30.392888	W86.608259	N30° 23.5733'	W86° 36.4956'
42	1,303,843.11	512,689.78	N30.392850	W86.608227	N30° 23.5710'	W86° 36.4936'
43	1,303,856.49	512,682.00	N30.392830	W86.608185	N30° 23.5698'	W86° 36.4911'
44	1,303,871.26	512,679.39	N30.392823	W86.608138	N30° 23.5694'	W86° 36.4883'
45	1,303,885.58	512,760.64	N30.393047	W86.608097	N30° 23.5828'	W86° 36.4858'

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEC MIN)	LONG (DEC MIN)
46	1,303,868.61	512,746.84	N30.393009	W86.608150	N30° 23.5805'	W86° 36.4890'
47	1,303,859.89	512,730.65	N30.392964	W86.608177	N30° 23.5778'	W86° 36.4906'
48	1,303,855.56	512,713.45	N30.392916	W86.608189	N30° 23.5750'	W86° 36.4914'
49	1,303,932.69	512,722.41	N30.392945	W86.607945	N30° 23.5767'	W86° 36.4767'
50	1,303,911.99	512,723.45	N30.392947	W86.608011	N30° 23.5768'	W86° 36.4807'
51	1,303,895.44	512,717.35	N30.392929	W86.608063	N30° 23.5757'	W86° 36.4838'
52	1,303,881.64	512,707.54	N30.392901	W86.608106	N30° 23.5741'	W86° 36.4864'
53	1,303,873.86	512,694.16	N30.392864	W86.608130	N30° 23.5718'	W86° 36.4878'
54	1,303,952.50	512,665.07	N30.392788	W86.607879	N30° 23.5673'	W86° 36.4727'
55	1,303,938.71	512,682.04	N30.392834	W86.607924	N30° 23.5700'	W86° 36.4754'
56	1,303,922.51	512,690.76	N30.392857	W86.607976	N30° 23.5714'	W86° 36.4785'
57	1,303,905.31	512,695.09	N30.392868	W86.608030	N30° 23.5721'	W86° 36.4818'
58	1,303,914.28	512,617.96	N30.392657	W86.607997	N30° 23.5594'	W86° 36.4798'
59	1,303,915.32	512,638.66	N30.392714	W86.607995	N30° 23.5628'	W86° 36.4797'
60	1,303,909.21	512,655.21	N30.392759	W86.608016	N30° 23.5655'	W86° 36.4809'
61	1,303,899.40	512,669.01	N30.392796	W86.608048	N30° 23.5678'	W86° 36.4829'
62	1,303,886.03	512,676.79	N30.392817	W86.608091	N30° 23.5690'	W86° 36.4854'
63	1,303,856.93	512,598.15	N30.392599	W86.608178	N30° 23.5560'	W86° 36.4907'
64	1,303,873.91	512,611.94	N30.392638	W86.608125	N30° 23.5583'	W86° 36.4875'
65	1,303,882.62	512,628.14	N30.392683	W86.608098	N30° 23.5610'	W86° 36.4859'
66	1,303,886.96	512,645.34	N30.392730	W86.608086	N30° 23.5638'	W86° 36.4851'
67	1,303,809.82	512,636.37	N30.392702	W86.608330	N30° 23.5621'	W86° 36.4998'
68	1,303,830.53	512,635.33	N30.392700	W86.608264	N30° 23.5620'	W86° 36.4958'
69	1,303,847.08	512,641.44	N30.392718	W86.608212	N30° 23.5631'	W86° 36.4927'
70	1,303,860.87	512,651.25	N30.392745	W86.608169	N30° 23.5647'	W86° 36.4901'
71	1,303,868.65	512,664.62	N30.392783	W86.608145	N30° 23.5670'	W86° 36.4887'
72	1,303,790.01	512,693.72	N30.392859	W86.608396	N30° 23.5715'	W86° 36.5038'
73	1,303,803.81	512,676.74	N30.392813	W86.608351	N30° 23.5688'	W86° 36.5011'
74	1,303,820.00	512,668.03	N30.392789	W86.608299	N30° 23.5674'	W86° 36.4980'
75	1,303,837.20	512,663.69	N30.392778	W86.608245	N30° 23.5667'	W86° 36.4947'

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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
PROJECT AREA AND REEF MODULE TABLES
BEACH ACCESS #2 SNORKEL REEF
OKALOOSA COUNTY, FLORIDA

PROJECT: C2014-058 DRAWN BY: AF SHEET: 4 of 6 DATE: OCT 2014

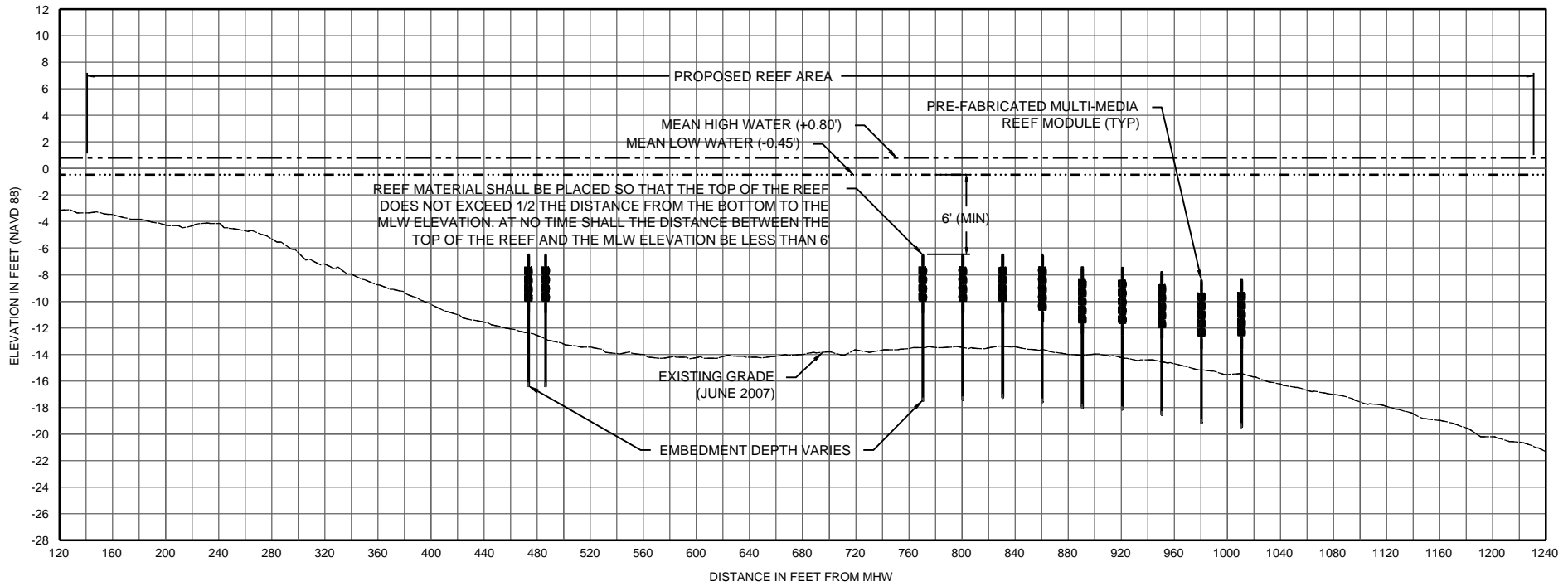
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MATTHEW TRAMMELL P.E.# 69244

DATE

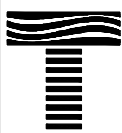
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A **TYPICAL SECTION**
FIG 3 SCALE: 1" = 120'
 V-SCALE: 1" = 12' 0 120'

SURVEY: FDEP, JUNE 2007
 VERTICAL DATUM: NAVD 88, FEET



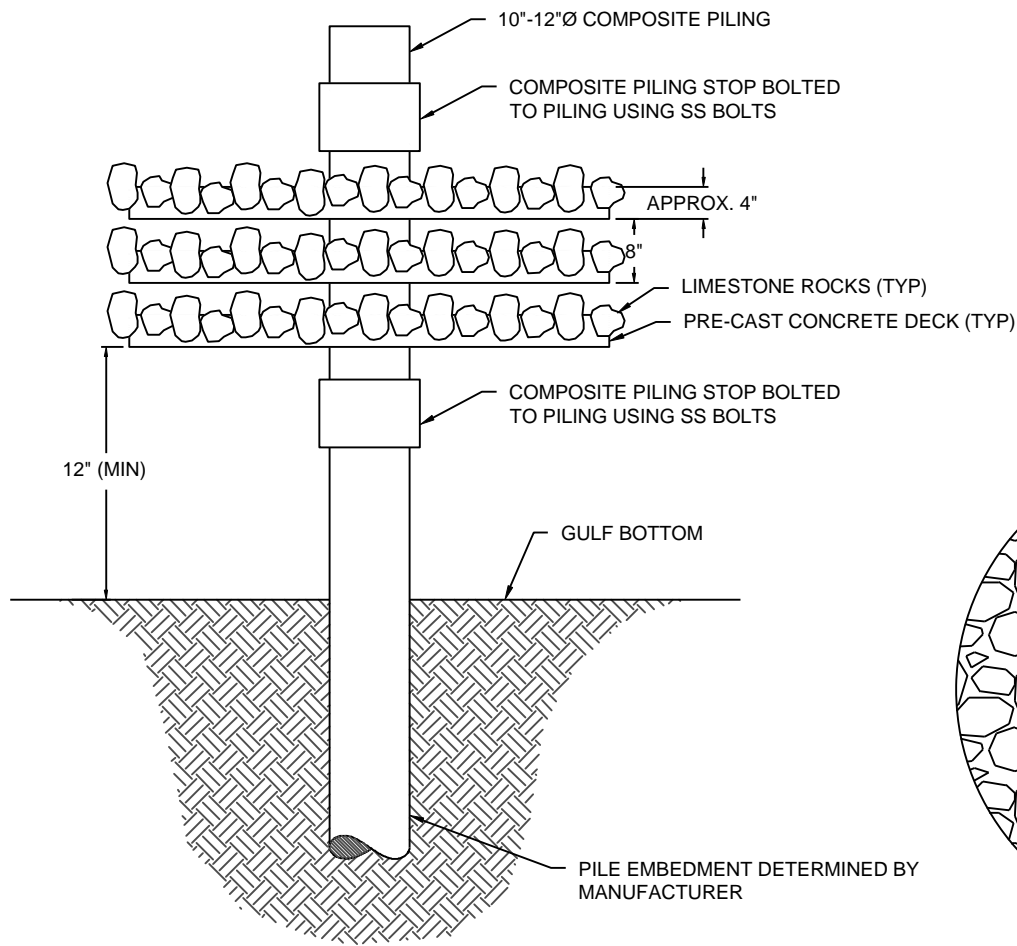
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 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 5
 TYPICAL SECTION
 BEACH ACCESS #2 SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

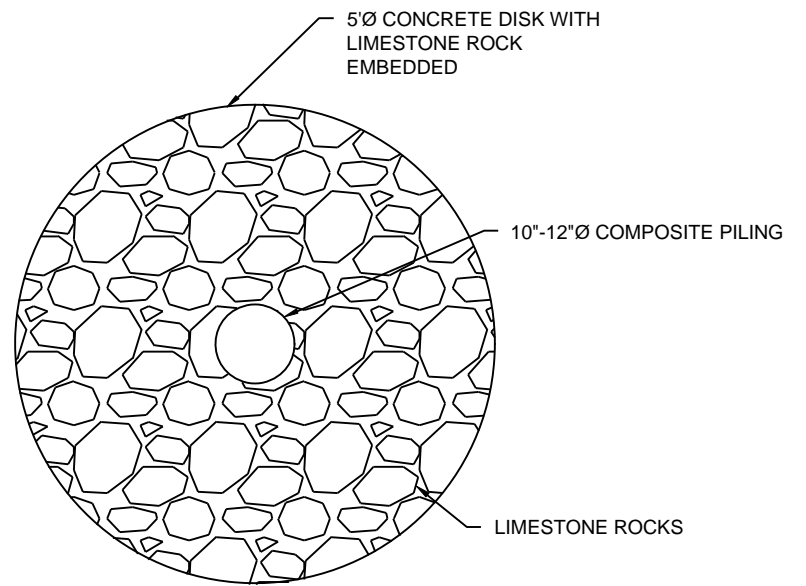
PROJECT	C2014-058
DRAWN BY	AF
SHEET	5 of 6
DATE	OCT 2014

SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

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



ELEVATION VIEW

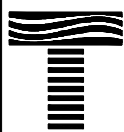


TOP VIEW

PRE-FABRICATED MULTI-MEDIA REEF MODULE

NOT TO SCALE

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FIGURE 6
REEF DETAILS
BEACH ACCESS #2 SNORKEL REEF
OKALOOSA COUNTY, FLORIDA

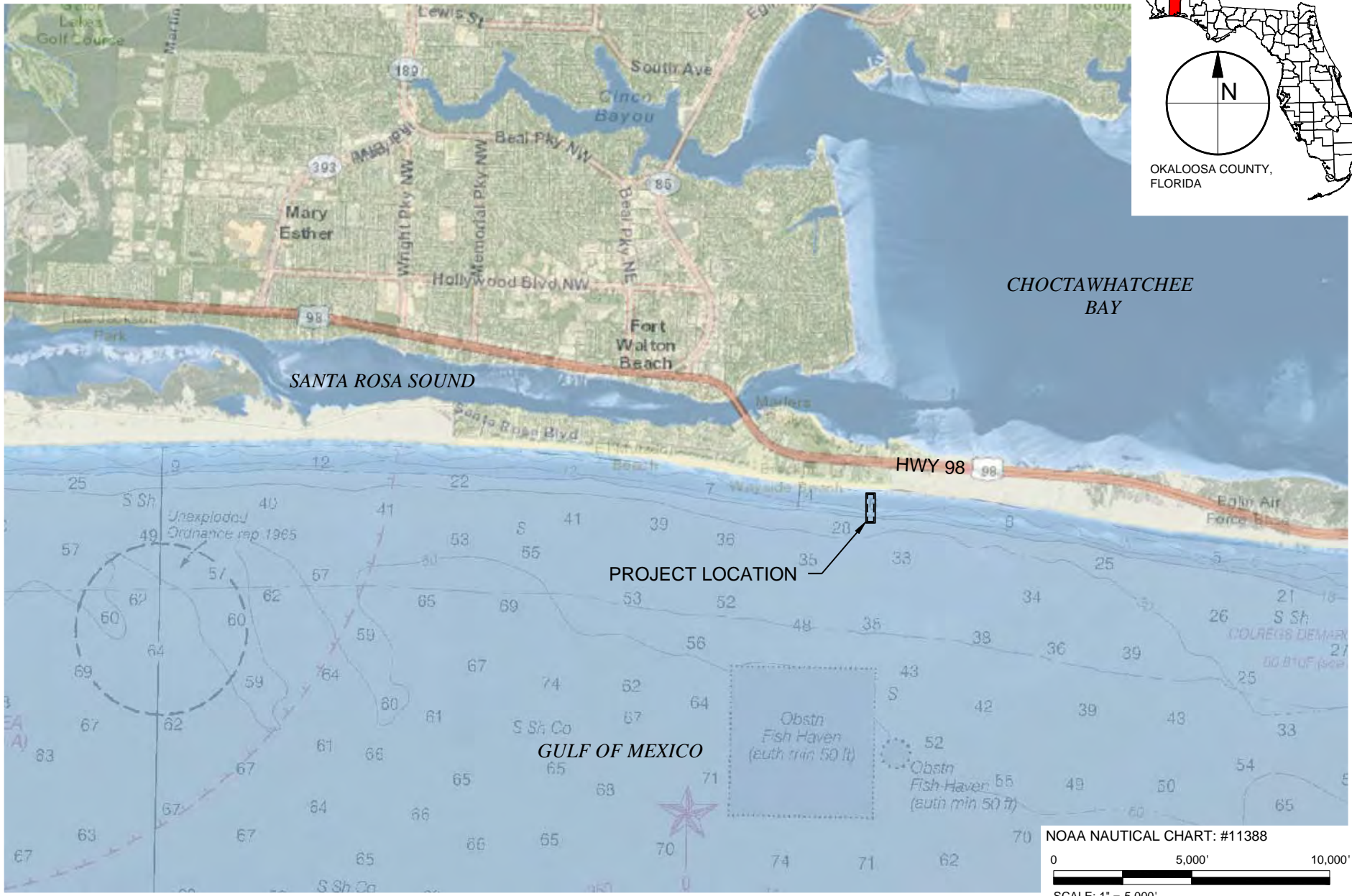
PROJECT	C2014-058
DRAWN BY	AF
SHEET	6 of 6
DATE	OCT 2014

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

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



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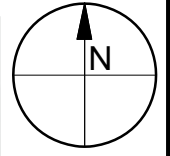
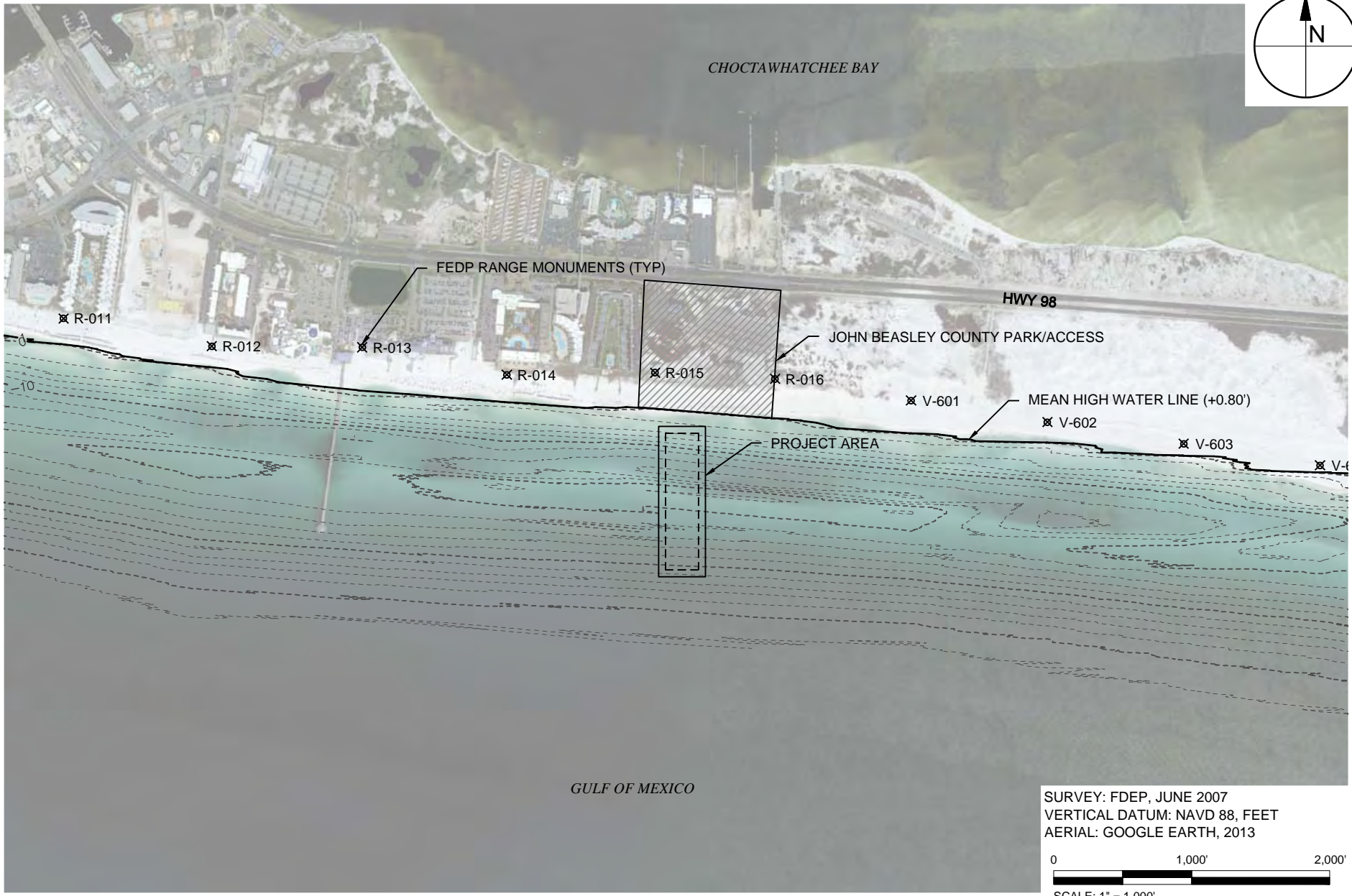
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FIGURE 1
 LOCATION MAP
 BEASLEY PARK SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

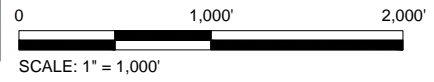
PROJECT	C2014-058
DRAWN BY	AF
SHEET	1 of 6
DATE	OCT 2014

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NOAA NAUTICAL CHART: #11388	
0 5,000' 10,000'	
SCALE: 1" = 5,000'	
MATTHEW TRAMMELL P.E. # 69244	DATE

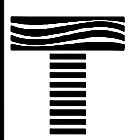
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SURVEY: FDEP, JUNE 2007
 VERTICAL DATUM: NAVD 88, FEET
 AERIAL: GOOGLE EARTH, 2013



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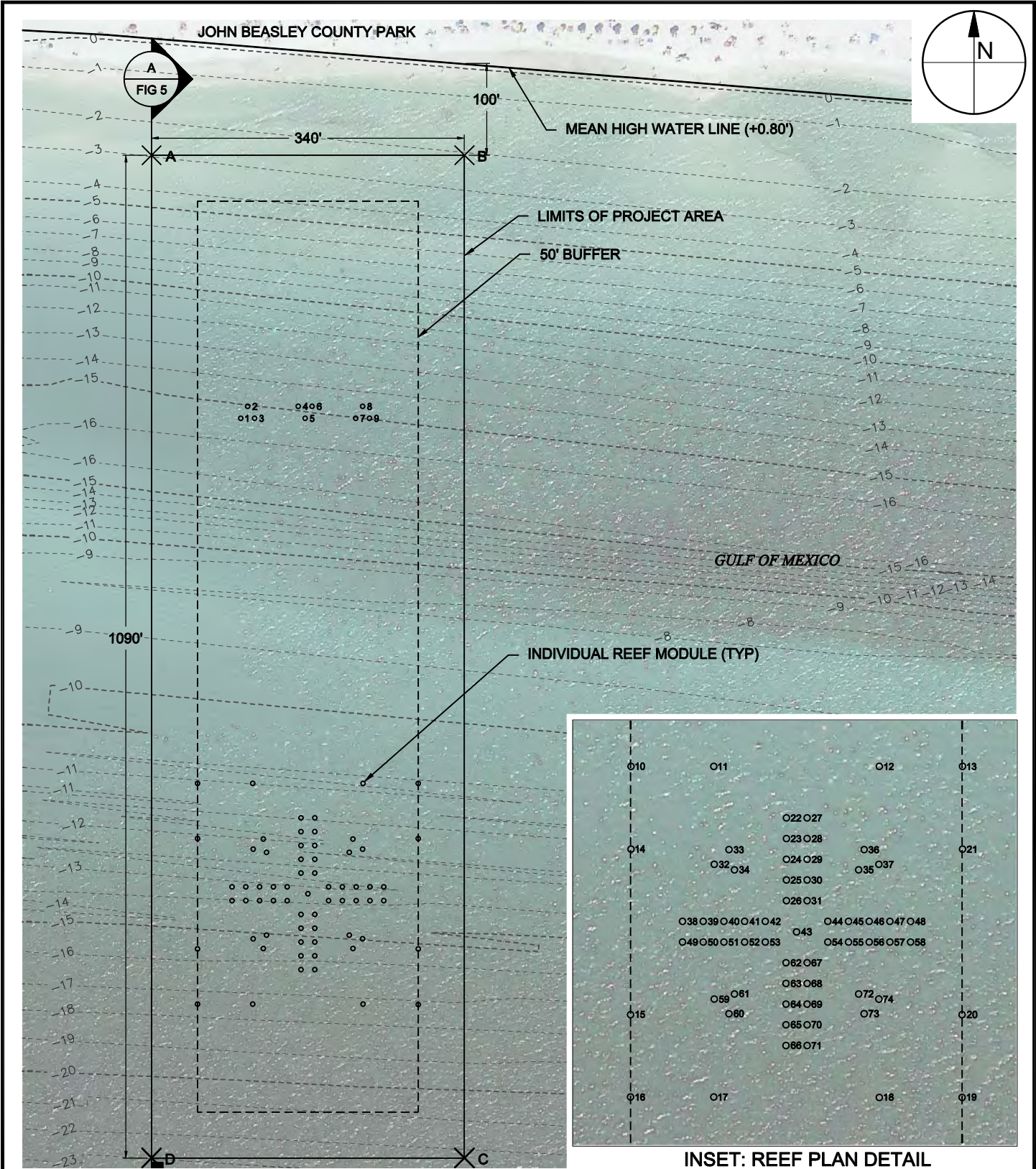
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FIGURE 2
 PROJECT OVERVIEW
 BEASLEY PARK SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058
DRAWN BY	AF
SHEET	2 of 6
DATE	OCT 2014

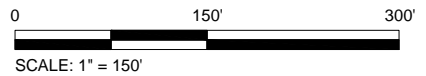
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MATTHEW TRAMMELL P.E.# 69244	DATE

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



NOTES:
 AERIAL: GOOGLE EARTH, 2013
 SURVEY: FDEP, JUNE 2007
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET

INSET: REEF PLAN DETAIL
 SCALE: 1" = 100'



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 CERTIFICATE OF AUTHORIZATION # 4815

**FIGURE 3
 REEF PLAN
 BEASLEY PARK SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA**

PROJECT	DRAWN BY	SHEET	DATE
C2014-058	AF	3 of 6	OCT 2014

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

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

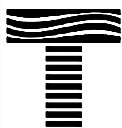
PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEC MIN)	LONG (DEC MIN)
A	1,310,981.21	512,470.53	N30.392609	W86.585579	N30° 23.5565'	W86° 35.1347'
B	1,311,321.21	512,470.53	N30.392626	W86.584500	N30° 23.5575'	W86° 35.0700'
C	1,311,321.21	511,380.53	N30.389629	W86.584437	N30° 23.3778'	W86° 35.0662'
D	1,310,981.21	511,380.53	N30.389612	W86.585515	N30° 23.3767'	W86° 35.1309'

NOTES:
HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
VERTICAL DATUM: NAVD 88, FEET
LAT/LONG: NAD 83 DATUM, DECIMAL DEGREES AND DEGREES/DECIMAL MINUTES

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEC MIN)	LONG (DEC MIN)
1	1,311,078.14	512,184.45	N30.391827	W86.585255	N30° 23.5096'	W86° 35.1153'
2	1,311,085.64	512,197.44	N30.391863	W86.585231	N30° 23.5118'	W86° 35.1139'
3	1,311,093.14	512,184.45	N30.391828	W86.585207	N30° 23.5097'	W86° 35.1124'
4	1,311,140.64	512,197.44	N30.391866	W86.585057	N30° 23.5120'	W86° 35.1034'
5	1,311,148.14	512,184.45	N30.391831	W86.585033	N30° 23.5098'	W86° 35.1020'
6	1,311,155.64	512,197.44	N30.391867	W86.585010	N30° 23.5120'	W86° 35.1006'
7	1,311,203.14	512,184.45	N30.391833	W86.584858	N30° 23.5100'	W86° 35.0915'
8	1,311,210.64	512,197.44	N30.391869	W86.584835	N30° 23.5122'	W86° 35.0901'
9	1,311,218.14	512,184.45	N30.391834	W86.584811	N30° 23.5100'	W86° 35.0886'
10	1,311,031.27	511,787.61	N30.390734	W86.585380	N30° 23.4440'	W86° 35.1228'
11	1,311,091.27	511,787.59	N30.390737	W86.585190	N30° 23.4442'	W86° 35.1114'
12	1,311,211.27	511,787.56	N30.390743	W86.584809	N30° 23.4446'	W86° 35.0886'
13	1,311,271.27	511,787.55	N30.390746	W86.584619	N30° 23.4447'	W86° 35.0771'
14	1,311,031.26	511,727.61	N30.390569	W86.585377	N30° 23.4341'	W86° 35.1226'
15	1,311,031.23	511,607.61	N30.390239	W86.585370	N30° 23.4143'	W86° 35.1222'
16	1,311,031.21	511,547.61	N30.390074	W86.585366	N30° 23.4044'	W86° 35.1220'
17	1,311,091.21	511,547.59	N30.390077	W86.585176	N30° 23.4046'	W86° 35.1106'
18	1,311,211.21	511,547.56	N30.390083	W86.584796	N30° 23.4050'	W86° 35.0877'
19	1,311,271.21	511,547.55	N30.390086	W86.584605	N30° 23.4052'	W86° 35.0763'
20	1,311,271.23	511,607.55	N30.390251	W86.584609	N30° 23.4150'	W86° 35.0765'
21	1,311,271.26	511,727.55	N30.390581	W86.584616	N30° 23.4348'	W86° 35.0769'
22	1,311,143.79	511,750.05	N30.390636	W86.585021	N30° 23.4382'	W86° 35.1013'
23	1,311,143.79	511,735.05	N30.390595	W86.585020	N30° 23.4357'	W86° 35.1012'
24	1,311,143.79	511,720.05	N30.390554	W86.585019	N30° 23.4332'	W86° 35.1012'
25	1,311,143.79	511,705.05	N30.390512	W86.585019	N30° 23.4307'	W86° 35.1011'
26	1,311,143.79	511,690.05	N30.390471	W86.585018	N30° 23.4283'	W86° 35.1011'
27	1,311,158.79	511,750.05	N30.390637	W86.584974	N30° 23.4382'	W86° 35.0984'
28	1,311,158.79	511,735.05	N30.390596	W86.584973	N30° 23.4357'	W86° 35.0984'
29	1,311,158.79	511,720.05	N30.390554	W86.584972	N30° 23.4333'	W86° 35.0983'
30	1,311,158.79	511,705.05	N30.390513	W86.584971	N30° 23.4308'	W86° 35.0983'
31	1,311,158.79	511,690.05	N30.390472	W86.584970	N30° 23.4283'	W86° 35.0982'
32	1,311,091.78	511,716.44	N30.390541	W86.585184	N30° 23.4325'	W86° 35.1110'
33	1,311,102.38	511,727.04	N30.390571	W86.585151	N30° 23.4342'	W86° 35.1091'
34	1,311,106.26	511,712.56	N30.390531	W86.585138	N30° 23.4319'	W86° 35.1083'
35	1,311,196.22	511,712.55	N30.390536	W86.584853	N30° 23.4321'	W86° 35.0912'
36	1,311,200.10	511,727.04	N30.390576	W86.584841	N30° 23.4345'	W86° 35.0905'
37	1,311,210.71	511,716.43	N30.390547	W86.584807	N30° 23.4328'	W86° 35.0884'
38	1,311,068.76	511,675.08	N30.390426	W86.585255	N30° 23.4256'	W86° 35.1153'
39	1,311,083.76	511,675.08	N30.390427	W86.585207	N30° 23.4256'	W86° 35.1124'
40	1,311,098.76	511,675.08	N30.390428	W86.585160	N30° 23.4257'	W86° 35.1096'
41	1,311,113.76	511,675.08	N30.390429	W86.585112	N30° 23.4257'	W86° 35.1067'
42	1,311,128.76	511,675.08	N30.390429	W86.585064	N30° 23.4258'	W86° 35.1039'
43	1,311,151.24	511,667.58	N30.390410	W86.584993	N30° 23.4246'	W86° 35.0996'
44	1,311,173.74	511,675.05	N30.390431	W86.584922	N30° 23.4259'	W86° 35.0953'
45	1,311,188.74	511,675.05	N30.390432	W86.584874	N30° 23.4259'	W86° 35.0925'

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEC MIN)	LONG (DEC MIN)
46	1,311,203.74	511,675.05	N30.390433	W86.584827	N30° 23.4260'	W86° 35.0896'
47	1,311,218.74	511,675.05	N30.390434	W86.584779	N30° 23.4260'	W86° 35.0867'
48	1,311,233.74	511,675.05	N30.390434	W86.584732	N30° 23.4261'	W86° 35.0839'
49	1,311,068.76	511,660.08	N30.390385	W86.585254	N30° 23.4231'	W86° 35.1152'
50	1,311,083.76	511,660.08	N30.390386	W86.585206	N30° 23.4231'	W86° 35.1124'
51	1,311,098.76	511,660.08	N30.390387	W86.585159	N30° 23.4232'	W86° 35.1095'
52	1,311,113.76	511,660.08	N30.390387	W86.585111	N30° 23.4232'	W86° 35.1067'
53	1,311,128.76	511,660.08	N30.390388	W86.585064	N30° 23.4233'	W86° 35.1038'
54	1,311,173.74	511,660.05	N30.390390	W86.584921	N30° 23.4234'	W86° 35.0953'
55	1,311,188.74	511,660.05	N30.390391	W86.584873	N30° 23.4235'	W86° 35.0924'
56	1,311,203.74	511,660.05	N30.390392	W86.584826	N30° 23.4235'	W86° 35.0895'
57	1,311,218.74	511,660.05	N30.390392	W86.584778	N30° 23.4235'	W86° 35.0867'
58	1,311,233.74	511,660.05	N30.390393	W86.584731	N30° 23.4236'	W86° 35.0838'
59	1,311,091.77	511,618.72	N30.390272	W86.585178	N30° 23.4163'	W86° 35.1107'
60	1,311,102.38	511,608.11	N30.390244	W86.585144	N30° 23.4146'	W86° 35.1087'
61	1,311,106.26	511,622.60	N30.390284	W86.585133	N30° 23.4170'	W86° 35.1080'
62	1,311,143.74	511,645.10	N30.390348	W86.585015	N30° 23.4209'	W86° 35.1009'
63	1,311,143.74	511,630.10	N30.390306	W86.585014	N30° 23.4184'	W86° 35.1009'
64	1,311,143.74	511,615.10	N30.390265	W86.585013	N30° 23.4159'	W86° 35.1008'
65	1,311,143.74	511,600.10	N30.390224	W86.585013	N30° 23.4134'	W86° 35.1008'
66	1,311,143.74	511,585.10	N30.390183	W86.585012	N30° 23.4110'	W86° 35.1007'
67	1,311,158.74	511,645.10	N30.390348	W86.584968	N30° 23.4209'	W86° 35.0981'
68	1,311,158.74	511,630.10	N30.390307	W86.584967	N30° 23.4184'	W86° 35.0980'
69	1,311,158.74	511,615.10	N30.390266	W86.584966	N30° 23.4160'	W86° 35.0980'
70	1,311,158.74	511,600.10	N30.390225	W86.584965	N30° 23.4135'	W86° 35.0979'
71	1,311,158.74	511,585.10	N30.390183	W86.584964	N30° 23.4110'	W86° 35.0979'
72	1,311,196.22	511,622.59	N30.390288	W86.584848	N30° 23.4173'	W86° 35.0909'
73	1,311,200.10	511,608.11	N30.390249	W86.584834	N30° 23.4149'	W86° 35.0901'
74	1,311,210.71	511,618.71	N30.390278	W86.584801	N30° 23.4167'	W86° 35.0881'

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SUITE 210
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
PROJECT AREA AND REEF MODULE TABLES
BEASLEY PARK SNORKEL REEF
OKALOOSA COUNTY, FLORIDA

PROJECT: C2014-058 DRAWN BY: AF SHEET: 4 of 6 DATE: OCT 2014

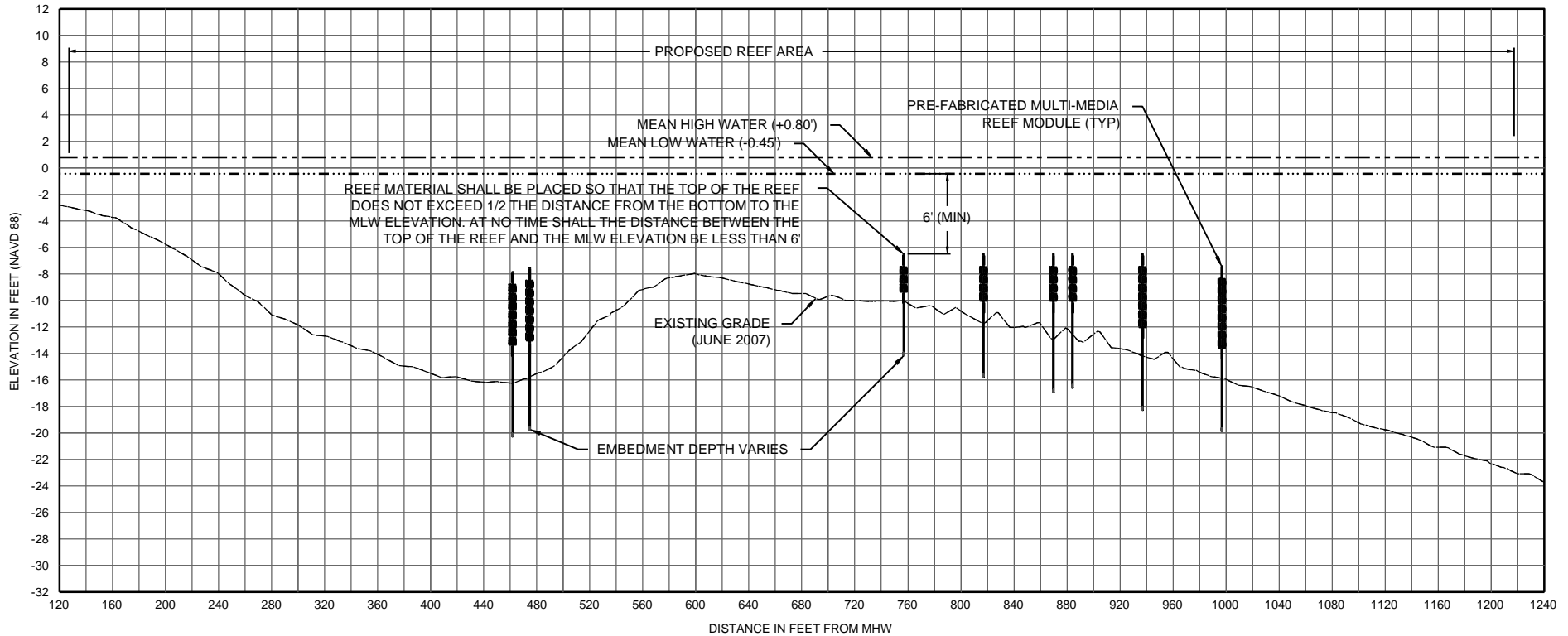
SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

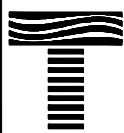
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

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A **TYPICAL SECTION**
FIG 3 SCALE: 1" = 120'
 V-SCALE: 1" = 12'

SURVEY: FDEP, JUNE 2007
 VERTICAL DATUM: NAVD 88, FEET



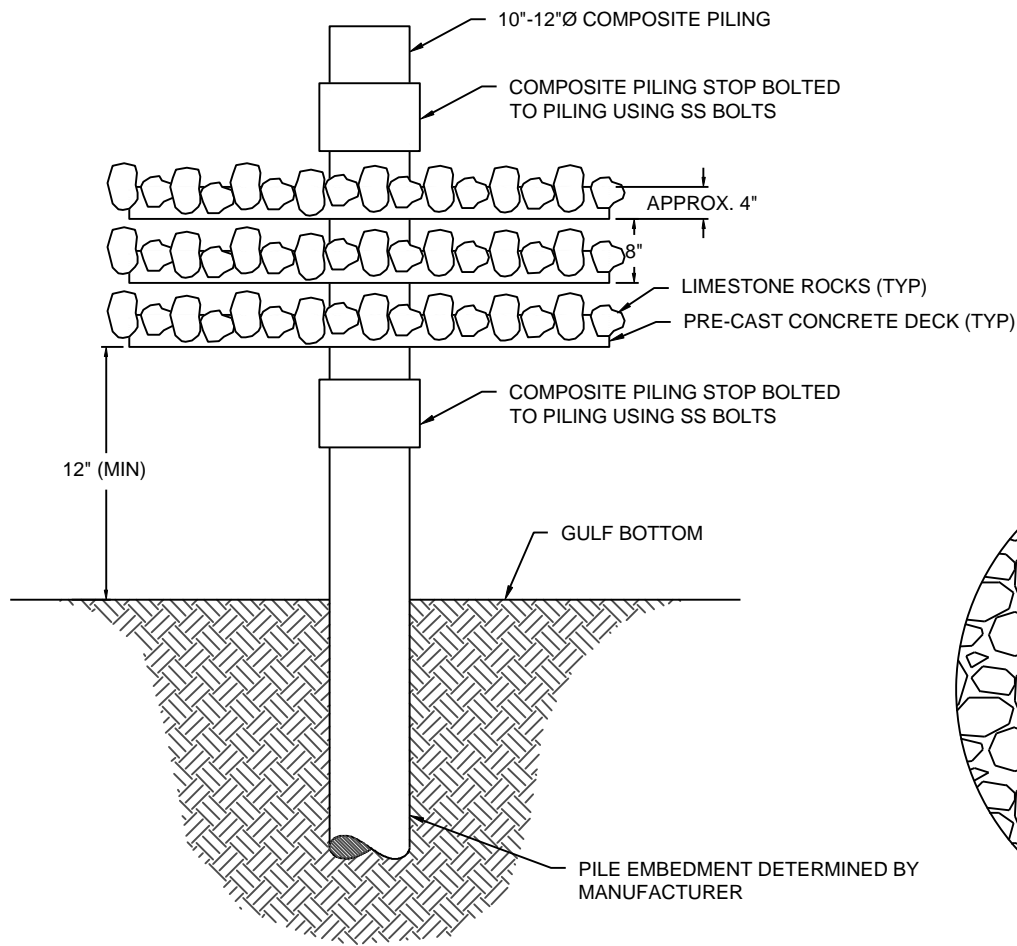
TAYLOR ENGINEERING INC.
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 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 5
 TYPICAL SECTION
 BEASLEY PARK SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

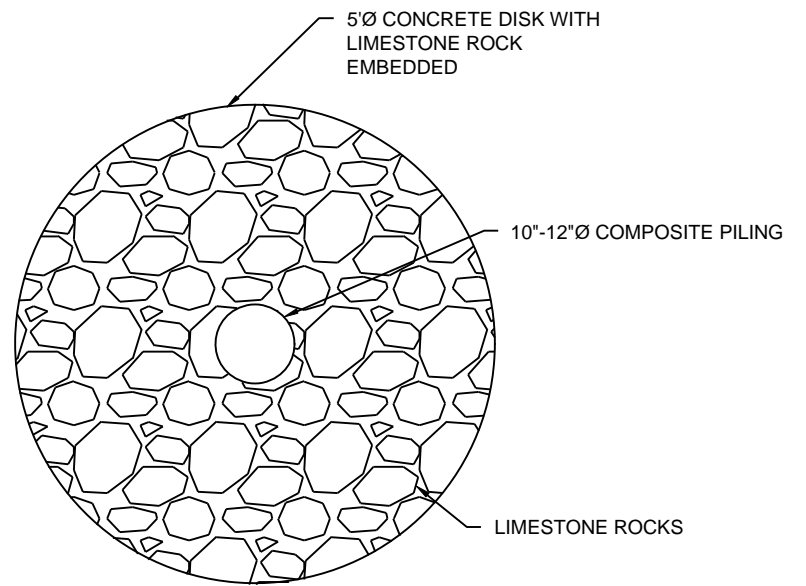
PROJECT	C2014-058
DRAWN BY	AF
SHEET	5 of 6
DATE	OCT 2014

SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

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



ELEVATION VIEW

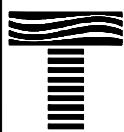


TOP VIEW

PRE-FABRICATED MULTI-MEDIA REEF MODULE

NOT TO SCALE

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FIGURE 6
REEF DETAILS
BEASLEY PARK SNORKEL REEF
OKALOOSA COUNTY, FLORIDA

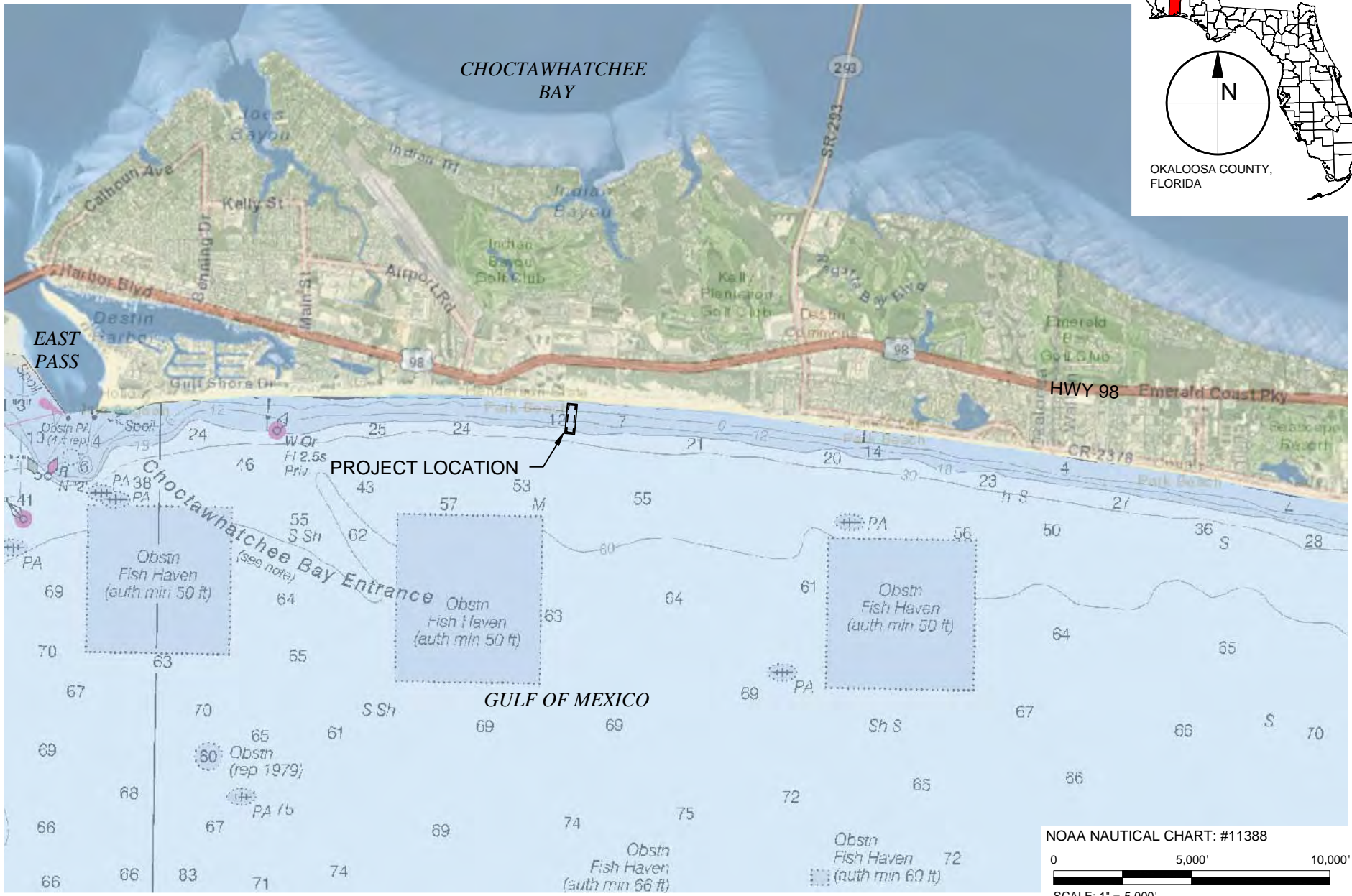
PROJECT	C2014-058
DRAWN BY	AF
SHEET	6 of 6
DATE	OCT 2014

SEAL

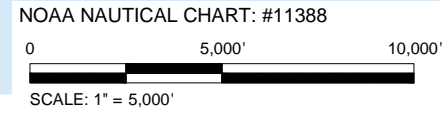
MATTHEW TRAMMELL P.E.# 69244

DATE

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



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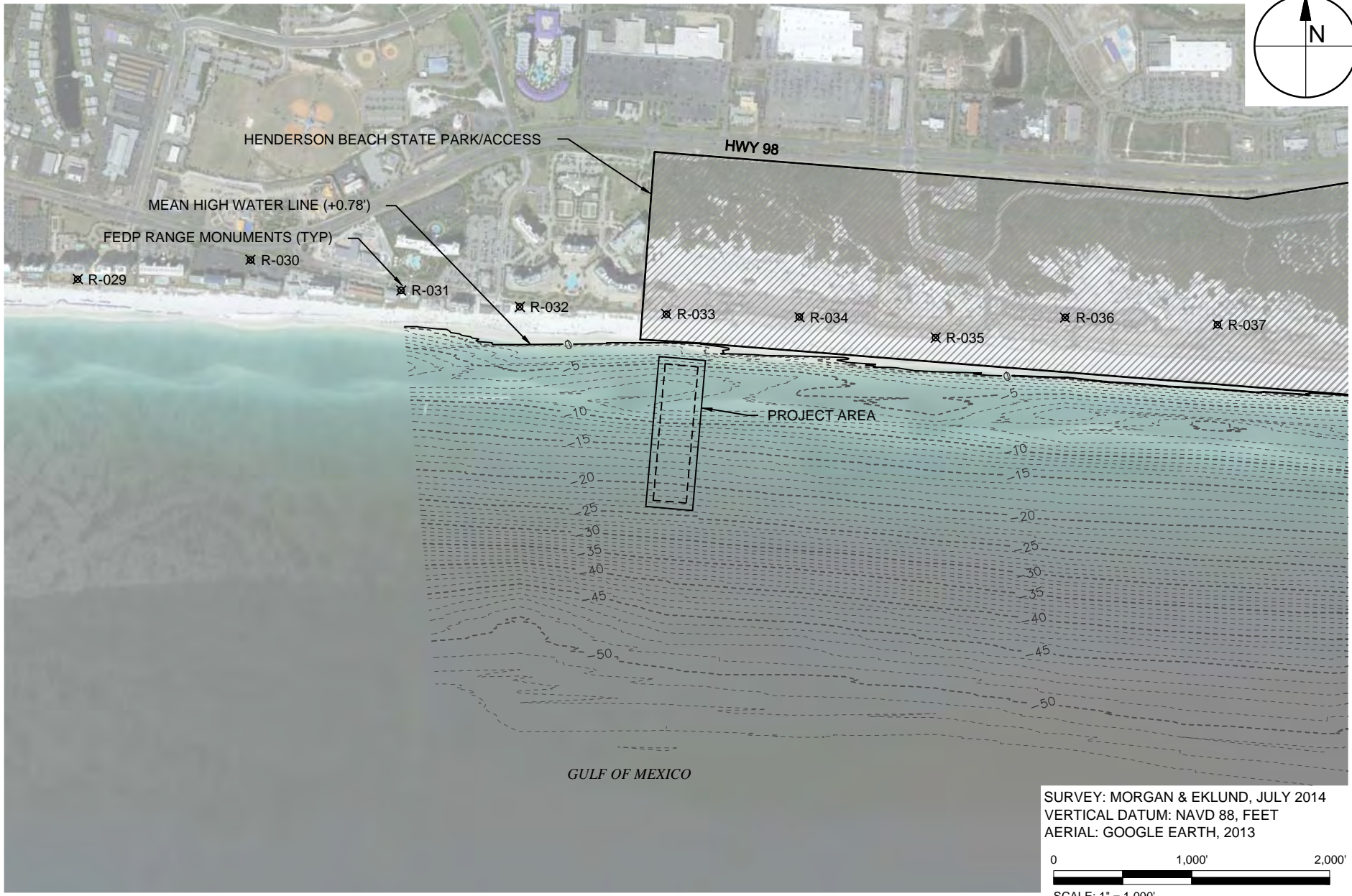
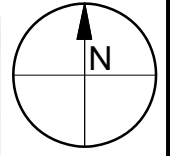



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FIGURE 1
 LOCATION MAP
 HENDERSON BEACH STATE PARK SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

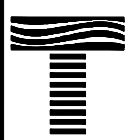
PROJECT	C2014-058	SEAL
DRAWN BY	AF	
SHEET	1 of 6	
DATE	OCT 2014	DATE
		MATTHEW TRAMMELL P.E.# 69244

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



SURVEY: MORGAN & EKLUND, JULY 2014
 VERTICAL DATUM: NAVD 88, FEET
 AERIAL: GOOGLE EARTH, 2013
 0 1,000' 2,000'
 SCALE: 1" = 1,000'

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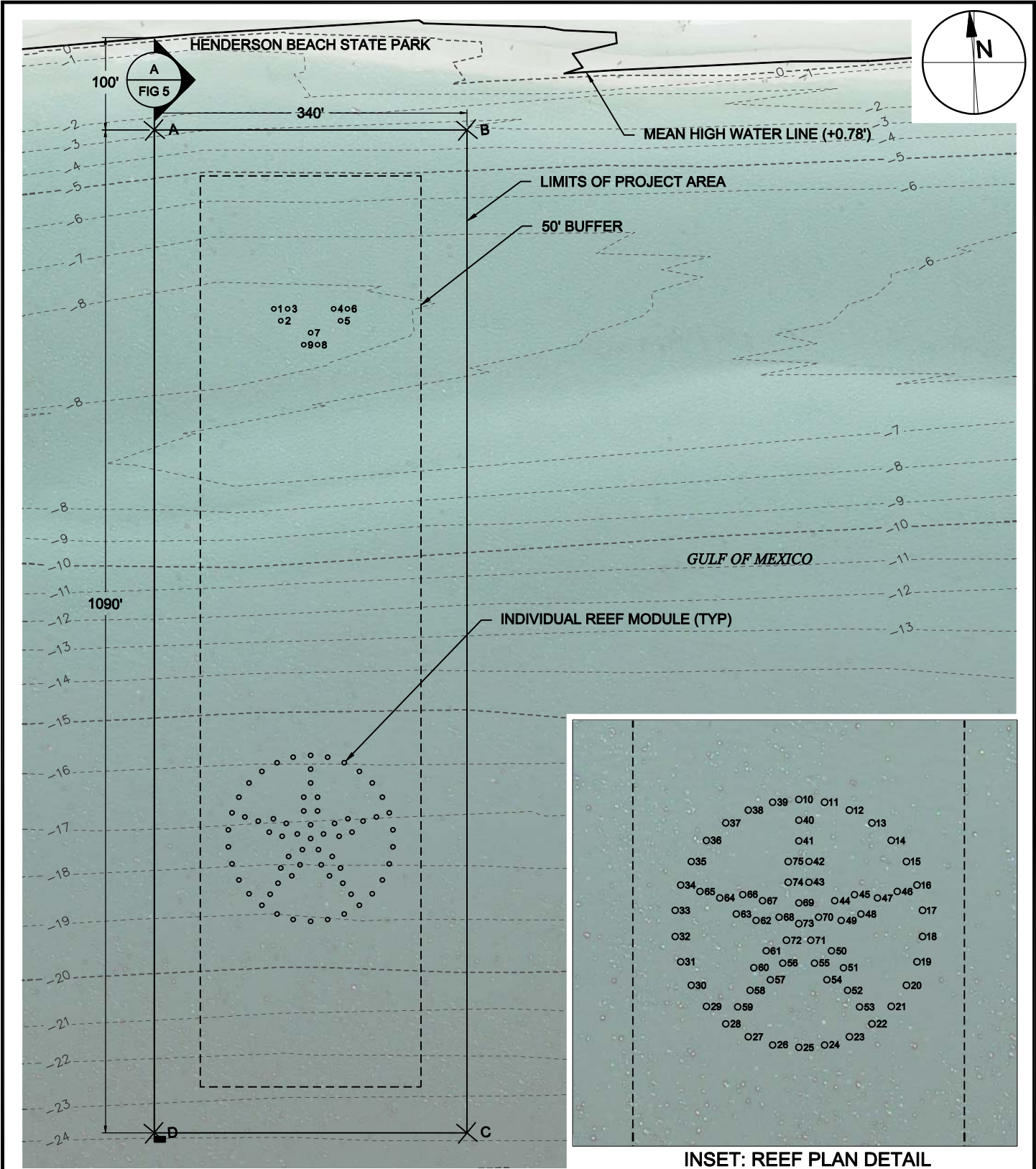
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FIGURE 2
 PROJECT OVERVIEW
 HENDERSON BEACH STATE PARK SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058
DRAWN BY	AF
SHEET	2 of 6
DATE	OCT 2014

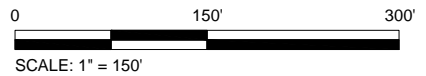
SEAL	
MATTHEW TRAMMELL P.E. # 69244	DATE

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

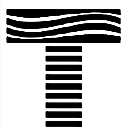


NOTES:
 AERIAL: GOOGLE EARTH, 2013
 SURVEY: MORGAN & EKLUND, JULY 2014
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET

INSET: REEF PLAN DETAIL
 SCALE: 1" = 100'



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 DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
REEF PLAN
 HENDERSON BEACH STATE PARK SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2014-058	AF	3 of 6	OCT 2014

SEAL	DATE
MATTHEW TRAMMELL P.E.# 69244	

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

PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,352,666.37	508,261.76	N30.383068	W86.453157	N30° 22.9841'	W86° 27.1894'
B	1,353,005.08	508,232.13	N30.383003	W86.452081	N30° 22.9802'	W86° 27.1249'
C	1,352,910.08	507,146.28	N30.380013	W86.452323	N30° 22.8008'	W86° 27.1394'
D	1,352,571.37	507,175.91	N30.380078	W86.453399	N30° 22.8047'	W86° 27.2039'

NOTES:
HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
VERTICAL DATUM: NAVD 88, FEET
LAT/LONG: NAD 83 DATUM, DECIMAL DEGREES AND DEGREES/DECIMAL MINUTES

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
1	1,352,779.05	508,056.72	N30.382510	W86.452788	N30° 22.9506'	W86° 27.1673'
2	1,352,785.39	508,043.12	N30.382473	W86.452767	N30° 22.9484'	W86° 27.1660'
3	1,352,794.00	508,055.41	N30.382507	W86.452741	N30° 22.9504'	W86° 27.1644'
4	1,352,843.55	508,051.08	N30.382497	W86.452583	N30° 22.9498'	W86° 27.1550'
5	1,352,849.89	508,037.48	N30.382460	W86.452562	N30° 22.9476'	W86° 27.1537'
6	1,352,858.50	508,049.77	N30.382494	W86.452536	N30° 22.9497'	W86° 27.1521'
7	1,352,816.49	508,027.17	N30.382430	W86.452668	N30° 22.9458'	W86° 27.1601'
8	1,352,822.83	508,013.58	N30.382393	W86.452647	N30° 22.9436'	W86° 27.1588'
9	1,352,807.89	508,014.88	N30.382396	W86.452694	N30° 22.9438'	W86° 27.1617'
10	1,352,776.46	507,569.53	N30.381170	W86.452770	N30° 22.8702'	W86° 27.1662'
11	1,352,794.93	507,565.94	N30.381161	W86.452711	N30° 22.8697'	W86° 27.1627'
12	1,352,812.24	507,558.59	N30.381142	W86.452656	N30° 22.8685'	W86° 27.1593'
13	1,352,827.66	507,547.80	N30.381113	W86.452606	N30° 22.8668'	W86° 27.1564'
14	1,352,840.49	507,534.04	N30.381076	W86.452565	N30° 22.8645'	W86° 27.1539'
15	1,352,850.18	507,517.91	N30.381032	W86.452533	N30° 22.8619'	W86° 27.1520'
16	1,352,856.31	507,500.12	N30.380983	W86.452513	N30° 22.8590'	W86° 27.1508'
17	1,352,858.60	507,481.45	N30.380932	W86.452505	N30° 22.8559'	W86° 27.1503'
18	1,352,856.96	507,462.70	N30.380880	W86.452509	N30° 22.8528'	W86° 27.1505'
19	1,352,851.46	507,444.71	N30.380831	W86.452525	N30° 22.8498'	W86° 27.1515'
20	1,352,842.34	507,428.26	N30.380785	W86.452553	N30° 22.8471'	W86° 27.1532'
21	1,352,829.99	507,414.06	N30.380745	W86.452592	N30° 22.8447'	W86° 27.1555'
22	1,352,814.97	507,402.73	N30.380713	W86.452639	N30° 22.8428'	W86° 27.1583'
23	1,352,797.91	507,394.78	N30.380691	W86.452692	N30° 22.8414'	W86° 27.1615'
24	1,352,779.58	507,390.55	N30.380678	W86.452750	N30° 22.8407'	W86° 27.1650'
25	1,352,760.77	507,390.22	N30.380677	W86.452810	N30° 22.8406'	W86° 27.1686'
26	1,352,742.30	507,393.81	N30.380686	W86.452869	N30° 22.8411'	W86° 27.1721'
27	1,352,724.98	507,401.16	N30.380705	W86.452924	N30° 22.8423'	W86° 27.1754'
28	1,352,709.57	507,411.95	N30.380734	W86.452973	N30° 22.8440'	W86° 27.1784'
29	1,352,696.73	507,425.71	N30.380771	W86.453015	N30° 22.8463'	W86° 27.1809'
30	1,352,687.04	507,441.84	N30.380815	W86.453046	N30° 22.8489'	W86° 27.1828'
31	1,352,680.92	507,459.63	N30.380864	W86.453067	N30° 22.8518'	W86° 27.1840'
32	1,352,678.63	507,478.31	N30.380915	W86.453075	N30° 22.8549'	W86° 27.1845'
33	1,352,680.27	507,497.05	N30.380966	W86.453071	N30° 22.8580'	W86° 27.1843'
34	1,352,685.77	507,515.04	N30.381016	W86.453054	N30° 22.8610'	W86° 27.1833'
35	1,352,694.89	507,531.50	N30.381062	W86.453026	N30° 22.8637'	W86° 27.1816'
36	1,352,707.23	507,545.70	N30.381101	W86.452988	N30° 22.8661'	W86° 27.1793'
37	1,352,722.26	507,557.02	N30.381133	W86.452941	N30° 22.8680'	W86° 27.1765'
38	1,352,739.31	507,564.97	N30.381156	W86.452887	N30° 22.8694'	W86° 27.1732'
39	1,352,757.64	507,569.21	N30.381168	W86.452830	N30° 22.8701'	W86° 27.1698'
40	1,352,775.15	507,554.59	N30.381129	W86.452773	N30° 22.8677'	W86° 27.1664'
41	1,352,773.84	507,539.65	N30.381088	W86.452777	N30° 22.8653'	W86° 27.1666'
42	1,352,780.01	507,524.05	N30.381045	W86.452756	N30° 22.8627'	W86° 27.1654'
43	1,352,778.70	507,509.11	N30.381004	W86.452759	N30° 22.8603'	W86° 27.1656'
44	1,352,796.16	507,493.93	N30.380963	W86.452703	N30° 22.8578'	W86° 27.1622'
45	1,352,810.77	507,497.31	N30.380973	W86.452657	N30° 22.8584'	W86° 27.1594'

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
46	1,352,841.69	507,496.75	N30.380973	W86.452559	N30° 22.8584'	W86° 27.1535'
47	1,352,827.07	507,493.37	N30.380963	W86.452605	N30° 22.8578'	W86° 27.1563'
48	1,352,814.15	507,482.69	N30.380933	W86.452646	N30° 22.8560'	W86° 27.1587'
49	1,352,799.53	507,479.32	N30.380923	W86.452692	N30° 22.8554'	W86° 27.1615'
50	1,352,790.49	507,458.02	N30.380864	W86.452719	N30° 22.8519'	W86° 27.1632'
51	1,352,798.22	507,445.17	N30.380829	W86.452694	N30° 22.8498'	W86° 27.1616'
52	1,352,799.51	507,428.45	N30.380783	W86.452689	N30° 22.8470'	W86° 27.1613'
53	1,352,807.24	507,415.59	N30.380748	W86.452664	N30° 22.8449'	W86° 27.1598'
54	1,352,785.36	507,437.44	N30.380807	W86.452734	N30° 22.8484'	W86° 27.1641'
55	1,352,777.63	507,450.30	N30.380842	W86.452760	N30° 22.8505'	W86° 27.1656'
56	1,352,754.59	507,452.32	N30.380847	W86.452833	N30° 22.8508'	W86° 27.1700'
57	1,352,744.75	507,440.99	N30.380815	W86.452863	N30° 22.8489'	W86° 27.1718'
58	1,352,729.25	507,434.59	N30.380797	W86.452912	N30° 22.8478'	W86° 27.1747'
59	1,352,719.41	507,423.27	N30.380765	W86.452943	N30° 22.8459'	W86° 27.1766'
60	1,352,733.43	507,450.84	N30.380842	W86.452900	N30° 22.8505'	W86° 27.1740'
61	1,352,743.27	507,462.16	N30.380873	W86.452869	N30° 22.8524'	W86° 27.1722'
62	1,352,738.07	507,484.70	N30.380935	W86.452887	N30° 22.8561'	W86° 27.1732'
63	1,352,724.26	507,490.56	N30.380951	W86.452931	N30° 22.8570'	W86° 27.1759'
64	1,352,713.38	507,503.32	N30.380985	W86.452966	N30° 22.8591'	W86° 27.1780'
65	1,352,699.57	507,509.18	N30.381001	W86.453010	N30° 22.8600'	W86° 27.1806'
66	1,352,730.12	507,504.36	N30.380989	W86.452913	N30° 22.8593'	W86° 27.1748'
67	1,352,743.93	507,498.50	N30.380973	W86.452869	N30° 22.8584'	W86° 27.1722'
68	1,352,754.80	507,485.74	N30.380939	W86.452834	N30° 22.8563'	W86° 27.1700'
69	1,352,769.92	507,494.82	N30.380965	W86.452787	N30° 22.8579'	W86° 27.1672'
70	1,352,783.23	507,483.25	N30.380933	W86.452744	N30° 22.8560'	W86° 27.1646'
71	1,352,776.34	507,467.02	N30.380888	W86.452765	N30° 22.8533'	W86° 27.1659'
72	1,352,758.77	507,468.56	N30.380892	W86.452820	N30° 22.8535'	W86° 27.1692'
73	1,352,768.61	507,479.88	N30.380923	W86.452790	N30° 22.8554'	W86° 27.1674'
74	1,352,763.76	507,510.42	N30.381007	W86.452807	N30° 22.8604'	W86° 27.1684'
75	1,352,765.06	507,525.36	N30.381048	W86.452804	N30° 22.8629'	W86° 27.1682'

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DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
PROJECT AREA AND REEF MODULE TABLES
HENDERSON BEACH STATE PARK SNORKEL REEF
OKALOOSA COUNTY, FLORIDA

SEAL

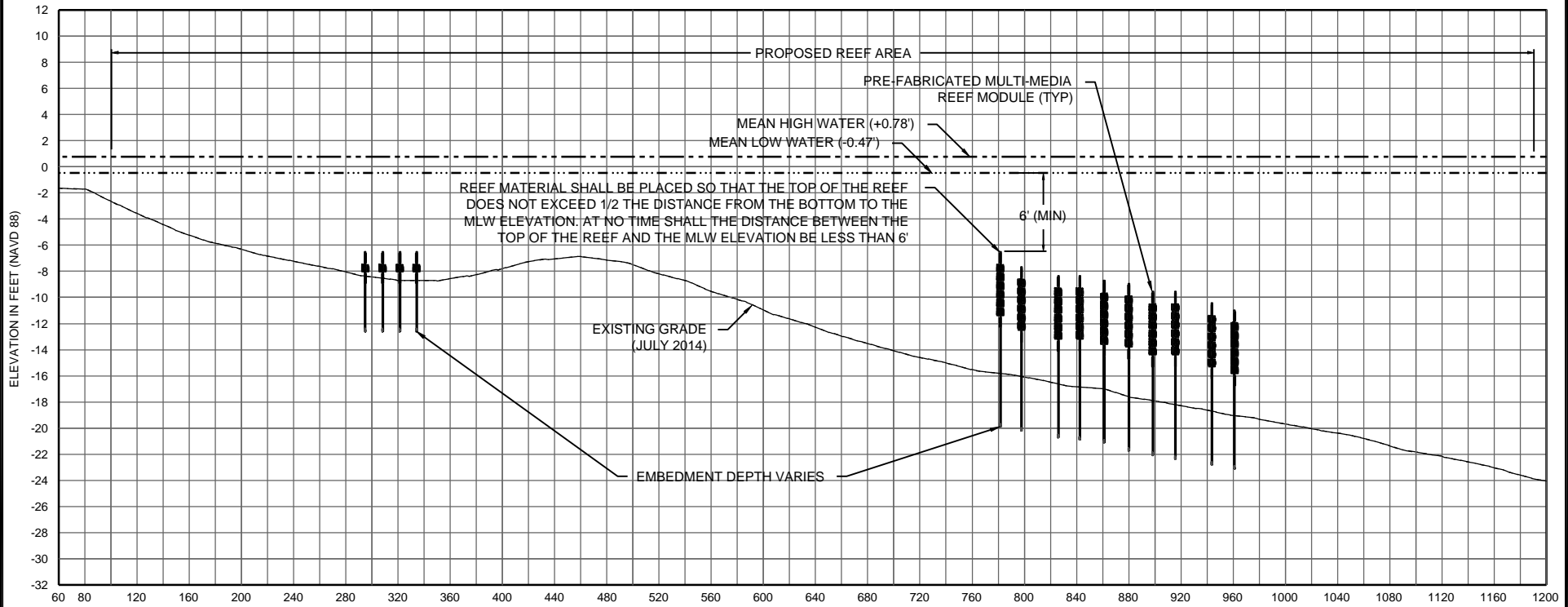
PROJECT: C2014-058 DRAWN BY: AF SHEET: 4 of 6 DATE: OCT 2014

MATTHEW TRAMMELL P.E.# 69244

DATE

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

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A **TYPICAL SECTION**
FIG 3

SCALE: 1" = 120'
 V-SCALE: 1" = 12'

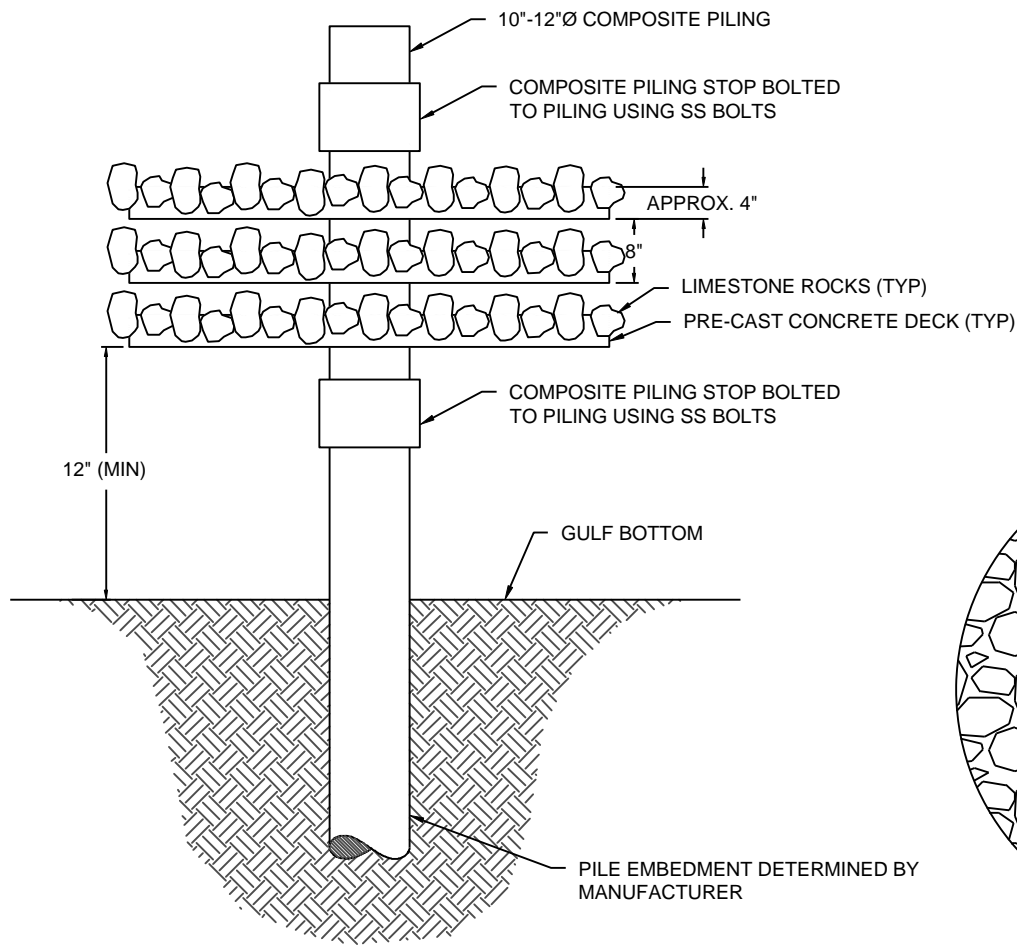
SURVEY: MORGAN & EKLUND, JULY 2014
 VERTICAL DATUM: NAVD 88, FEET

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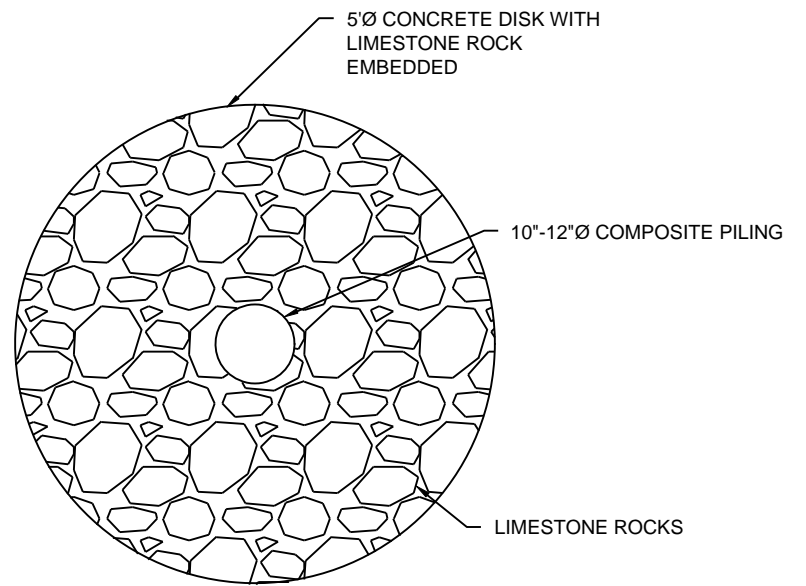
FIGURE 5
 TYPICAL SECTION
 HENDERSON BEACH STATE PARK SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058	SEAL
DRAWN BY	AF	
SHEET	5 of 6	
DATE	OCT 2014	
		MATTHEW TRAMMELL P.E.# 69244
		DATE

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



ELEVATION VIEW

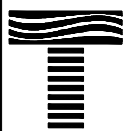


TOP VIEW

PRE-FABRICATED MULTI-MEDIA REEF MODULE

NOT TO SCALE

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FIGURE 6
REEF DETAILS
HENDERSON BEACH STATE PARK SNORKEL REEF
OKALOOSA COUNTY, FLORIDA

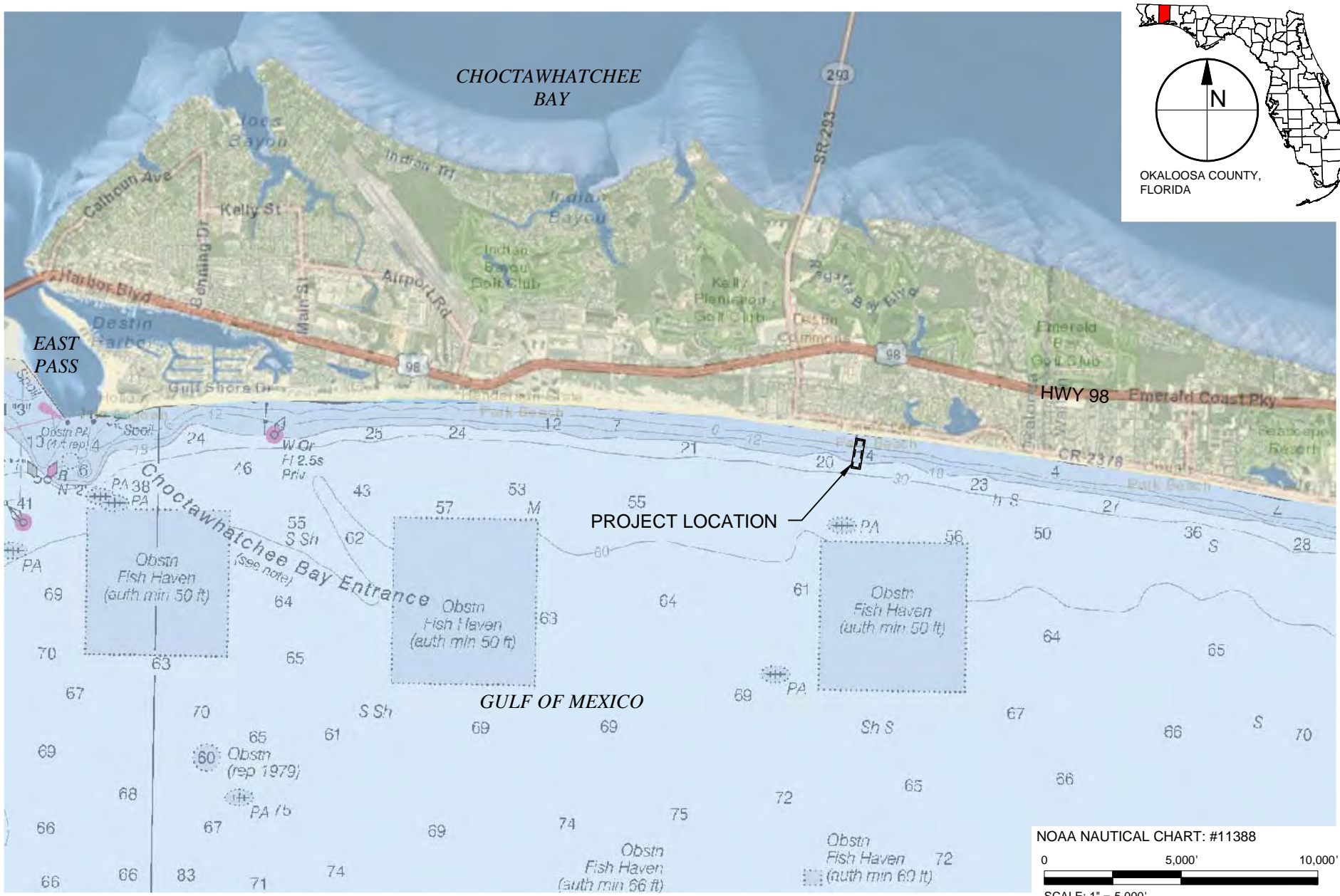
PROJECT	C2014-058
DRAWN BY	AF
SHEET	6 of 6
DATE	OCT 2014

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

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



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NOAA NAUTICAL CHART: #11388
 0 5,000' 10,000'
 SCALE: 1" = 5,000'

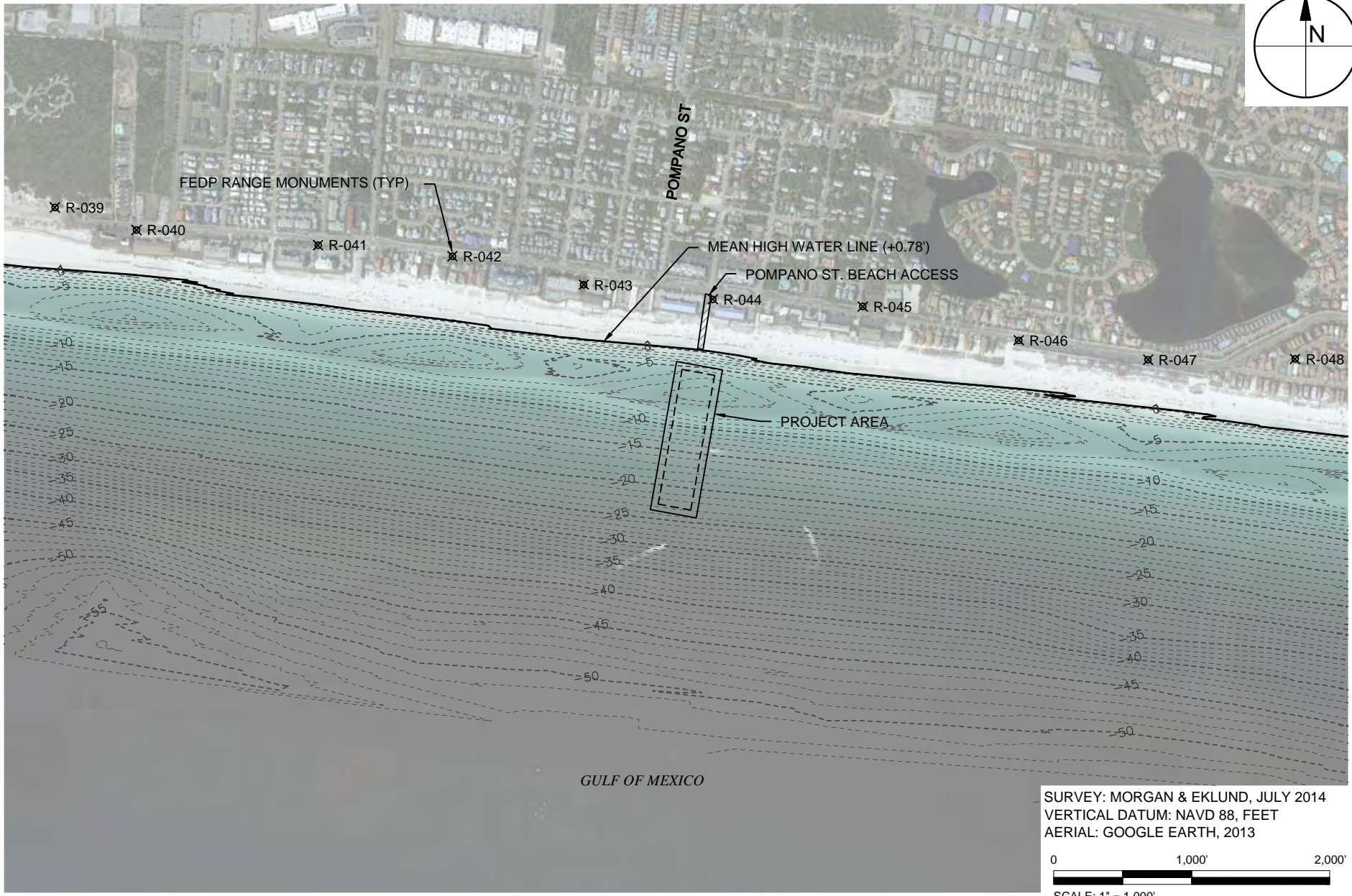
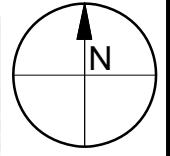


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FIGURE 1
 LOCATION MAP
 POMPANO ST BEACH ACCESS SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058	SEAL
DRAWN BY	AF	
SHEET	1 of 6	
DATE	OCT 2014	DATE
		MATTHEW TRAMMELL P.E.# 69244

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



SURVEY: MORGAN & EKLUND, JULY 2014
 VERTICAL DATUM: NAVD 88, FEET
 AERIAL: GOOGLE EARTH, 2013

0 1,000' 2,000'
 SCALE: 1" = 1,000'

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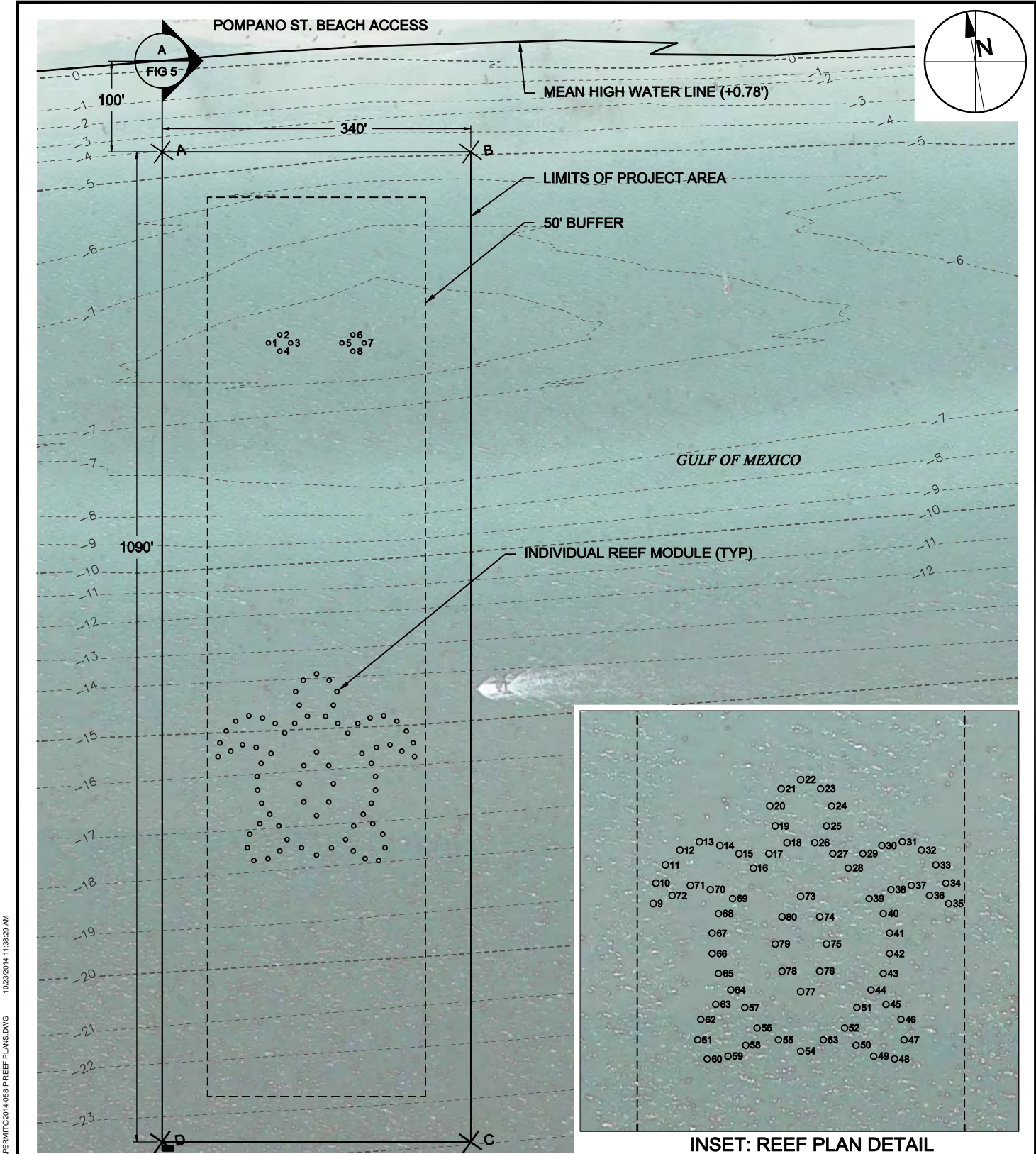


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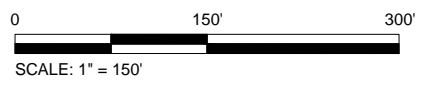
FIGURE 2
 PROJECT OVERVIEW
 POMPANO ST BEACH ACCESS SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058	SEAL
DRAWN BY	AF	
SHEET	2 of 6	
DATE	OCT 2014	DATE
		MATTHEW TRAMMELL P.E.# 69244

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



INSET: REEF PLAN DETAIL
SCALE: 1" = 100'



NOTES:
 AERIAL: GOOGLE EARTH, 2013
 SURVEY: MORGAN & EKLUND, JULY 2014
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET

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**FIGURE 3
 REEF PLAN**
 POMPANO ST BEACH ACCESS SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2014-058	AF	3 of 6	OCT 2014

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

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

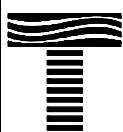
PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEC MIN)	LONG (DEC MIN)
A	1,363,398.23	507,137.44	N30.380478	W86.419066	N30° 22.8287'	W86° 25.1440'
B	1,363,733.06	507,078.40	N30.380331	W86.418002	N30° 22.8199'	W86° 25.0801'
C	1,363,543.79	506,004.96	N30.377372	W86.418544	N30° 22.6423'	W86° 25.1127'
D	1,363,208.95	506,064.00	N30.377518	W86.419609	N30° 22.6511'	W86° 25.1766'

NOTES:
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET
 LAT/LONG: NAD 83 DATUM, DECIMAL DEGREES AND DEGREES/DECIMAL MINUTES

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEC MIN)	LONG (DEC MIN)
1	1,363,477.38	506,910.03	N30.379857	W86.418803	N30° 22.7914'	W86° 25.1282'
2	1,363,490.86	506,916.61	N30.379875	W86.418761	N30° 22.7925'	W86° 25.1257'
3	1,363,501.28	506,905.82	N30.379846	W86.418727	N30° 22.7908'	W86° 25.1236'
4	1,363,487.80	506,899.24	N30.379827	W86.418770	N30° 22.7896'	W86° 25.1262'
5	1,363,557.01	506,895.99	N30.379822	W86.418550	N30° 22.7893'	W86° 25.1130'
6	1,363,570.49	506,902.57	N30.379840	W86.418508	N30° 22.7904'	W86° 25.1105'
7	1,363,580.91	506,891.78	N30.379811	W86.418474	N30° 22.7887'	W86° 25.1084'
8	1,363,567.43	506,885.20	N30.379793	W86.418516	N30° 22.7876'	W86° 25.1110'
9	1,363,343.32	506,471.10	N30.378644	W86.419205	N30° 22.7186'	W86° 25.1523'
10	1,363,347.80	506,485.58	N30.378684	W86.419192	N30° 22.7210'	W86° 25.1515'
11	1,363,357.26	506,497.23	N30.378716	W86.419162	N30° 22.7230'	W86° 25.1497'
12	1,363,369.67	506,506.29	N30.378742	W86.419123	N30° 22.7245'	W86° 25.1474'
13	1,363,384.63	506,509.72	N30.378752	W86.419076	N30° 22.7251'	W86° 25.1446'
14	1,363,398.97	506,504.53	N30.378738	W86.419030	N30° 22.7243'	W86° 25.1418'
15	1,363,411.60	506,496.38	N30.378716	W86.418990	N30° 22.7230'	W86° 25.1394'
16	1,363,420.38	506,484.03	N30.378683	W86.418961	N30° 22.7210'	W86° 25.1377'
17	1,363,433.17	506,492.42	N30.378707	W86.418921	N30° 22.7224'	W86° 25.1353'
18	1,363,447.96	506,498.11	N30.378723	W86.418875	N30° 22.7234'	W86° 25.1325'
19	1,363,441.33	506,511.58	N30.378760	W86.418896	N30° 22.7256'	W86° 25.1338'
20	1,363,440.18	506,526.83	N30.378801	W86.418901	N30° 22.7281'	W86° 25.1341'
21	1,363,450.52	506,537.85	N30.378832	W86.418869	N30° 22.7299'	W86° 25.1321'
22	1,363,465.87	506,542.05	N30.378844	W86.418820	N30° 22.7307'	W86° 25.1292'
23	1,363,478.86	506,532.85	N30.378820	W86.418779	N30° 22.7292'	W86° 25.1267'
24	1,363,484.80	506,518.96	N30.378782	W86.418759	N30° 22.7269'	W86° 25.1255'
25	1,363,478.51	506,505.03	N30.378743	W86.418778	N30° 22.7246'	W86° 25.1267'
26	1,363,467.67	506,494.63	N30.378714	W86.418812	N30° 22.7229'	W86° 25.1287'
27	1,363,479.63	506,484.23	N30.378686	W86.418773	N30° 22.7212'	W86° 25.1264'
28	1,363,488.77	506,471.97	N30.378653	W86.418744	N30° 22.7192'	W86° 25.1246'
29	1,363,501.25	506,480.57	N30.378677	W86.418705	N30° 22.7206'	W86° 25.1223'
30	1,363,515.90	506,483.91	N30.378687	W86.418658	N30° 22.7212'	W86° 25.1195'
31	1,363,531.15	506,483.89	N30.378688	W86.418610	N30° 22.7213'	W86° 25.1166'
32	1,363,544.04	506,475.54	N30.378665	W86.418569	N30° 22.7199'	W86° 25.1141'
33	1,363,552.60	506,462.79	N30.378631	W86.418541	N30° 22.7178'	W86° 25.1125'
34	1,363,557.50	506,448.60	N30.378592	W86.418525	N30° 22.7155'	W86° 25.1115'
35	1,363,556.76	506,433.46	N30.378550	W86.418526	N30° 22.7130'	W86° 25.1116'
36	1,363,544.01	506,441.78	N30.378572	W86.418567	N30° 22.7143'	W86° 25.1140'
37	1,363,532.23	506,451.40	N30.378598	W86.418605	N30° 22.7159'	W86° 25.1163'
38	1,363,517.05	506,450.97	N30.378596	W86.418653	N30° 22.7158'	W86° 25.1192'
39	1,363,499.92	506,447.20	N30.378585	W86.418707	N30° 22.7151'	W86° 25.1224'
40	1,363,508.39	506,434.59	N30.378551	W86.418680	N30° 22.7131'	W86° 25.1208'
41	1,363,510.31	506,419.56	N30.378510	W86.418673	N30° 22.7106'	W86° 25.1204'
42	1,363,507.65	506,404.72	N30.378469	W86.418680	N30° 22.7081'	W86° 25.1208'
43	1,363,500.67	506,391.25	N30.378432	W86.418702	N30° 22.7059'	W86° 25.1221'
44	1,363,489.74	506,380.81	N30.378402	W86.418736	N30° 22.7041'	W86° 25.1242'
45	1,363,498.64	506,368.56	N30.378369	W86.418707	N30° 22.7021'	W86° 25.1224'

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEC MIN)	LONG (DEC MIN)
46	1,363,507.48	506,355.58	N30.378334	W86.418678	N30° 22.7000'	W86° 25.1207'
47	1,363,507.31	506,340.46	N30.378292	W86.418678	N30° 22.6975'	W86° 25.1207'
48	1,363,497.89	506,327.83	N30.378257	W86.418707	N30° 22.6954'	W86° 25.1224'
49	1,363,483.28	506,332.61	N30.378270	W86.418754	N30° 22.6962'	W86° 25.1252'
50	1,363,471.86	506,342.87	N30.378297	W86.418791	N30° 22.6978'	W86° 25.1274'
51	1,363,477.37	506,369.80	N30.378371	W86.418775	N30° 22.7023'	W86° 25.1265'
52	1,363,465.76	506,356.70	N30.378335	W86.418811	N30° 22.7001'	W86° 25.1286'
53	1,363,448.89	506,350.79	N30.378318	W86.418864	N30° 22.6991'	W86° 25.1318'
54	1,363,431.22	506,345.52	N30.378303	W86.418920	N30° 22.6982'	W86° 25.1352'
55	1,363,416.41	506,356.52	N30.378332	W86.418967	N30° 22.6999'	W86° 25.1380'
56	1,363,402.58	506,367.84	N30.378363	W86.419012	N30° 22.7018'	W86° 25.1407'
57	1,363,396.15	506,384.12	N30.378407	W86.419033	N30° 22.7044'	W86° 25.1420'
58	1,363,392.12	506,356.93	N30.378332	W86.419044	N30° 22.6999'	W86° 25.1426'
59	1,363,377.87	506,351.20	N30.378316	W86.419089	N30° 22.6989'	W86° 25.1453'
60	1,363,362.52	506,351.70	N30.378316	W86.419138	N30° 22.6990'	W86° 25.1483'
61	1,363,357.98	506,366.79	N30.378358	W86.419153	N30° 22.7015'	W86° 25.1492'
62	1,363,362.99	506,381.05	N30.378397	W86.419138	N30° 22.7038'	W86° 25.1483'
63	1,363,375.74	506,390.23	N30.378423	W86.419098	N30° 22.7054'	W86° 25.1459'
64	1,363,388.29	506,398.70	N30.378447	W86.419059	N30° 22.7068'	W86° 25.1435'
65	1,363,381.59	506,412.25	N30.378484	W86.419081	N30° 22.7090'	W86° 25.1448'
66	1,363,379.64	506,427.29	N30.378525	W86.419088	N30° 22.7115'	W86° 25.1453'
67	1,363,382.22	506,442.15	N30.378566	W86.419080	N30° 22.7140'	W86° 25.1448'
68	1,363,389.16	506,455.62	N30.378603	W86.419059	N30° 22.7162'	W86° 25.1435'
69	1,363,401.44	506,464.56	N30.378628	W86.419020	N30° 22.7177'	W86° 25.1412'
70	1,363,386.62	506,473.97	N30.378654	W86.419068	N30° 22.7192'	W86° 25.1441'
71	1,363,372.50	506,479.57	N30.378668	W86.419113	N30° 22.7201'	W86° 25.1468'
72	1,363,358.15	506,474.55	N30.378654	W86.419158	N30° 22.7192'	W86° 25.1495'
73	1,363,450.96	506,457.52	N30.378611	W86.418863	N30° 22.7167'	W86° 25.1318'
74	1,363,462.00	506,440.21	N30.378564	W86.418827	N30° 22.7139'	W86° 25.1296'
75	1,363,463.50	506,419.74	N30.378508	W86.418821	N30° 22.7105'	W86° 25.1293'
76	1,363,455.09	506,401.01	N30.378456	W86.418847	N30° 22.7074'	W86° 25.1308'
77	1,363,438.80	506,388.52	N30.378421	W86.418898	N30° 22.7053'	W86° 25.1339'
78	1,363,427.76	506,405.83	N30.378468	W86.418934	N30° 22.7081'	W86° 25.1360'
79	1,363,426.27	506,426.30	N30.378524	W86.418940	N30° 22.7115'	W86° 25.1364'
80	1,363,434.67	506,445.03	N30.378576	W86.418914	N30° 22.7146'	W86° 25.1348'

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 DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
 PROJECT AREA AND REEF MODULE TABLES
 POMPANO ST BEACH ACCESS SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT: C2014-058 DRAWN BY: AF SHEET: 4 of 6 DATE: OCT 2014

SEAL

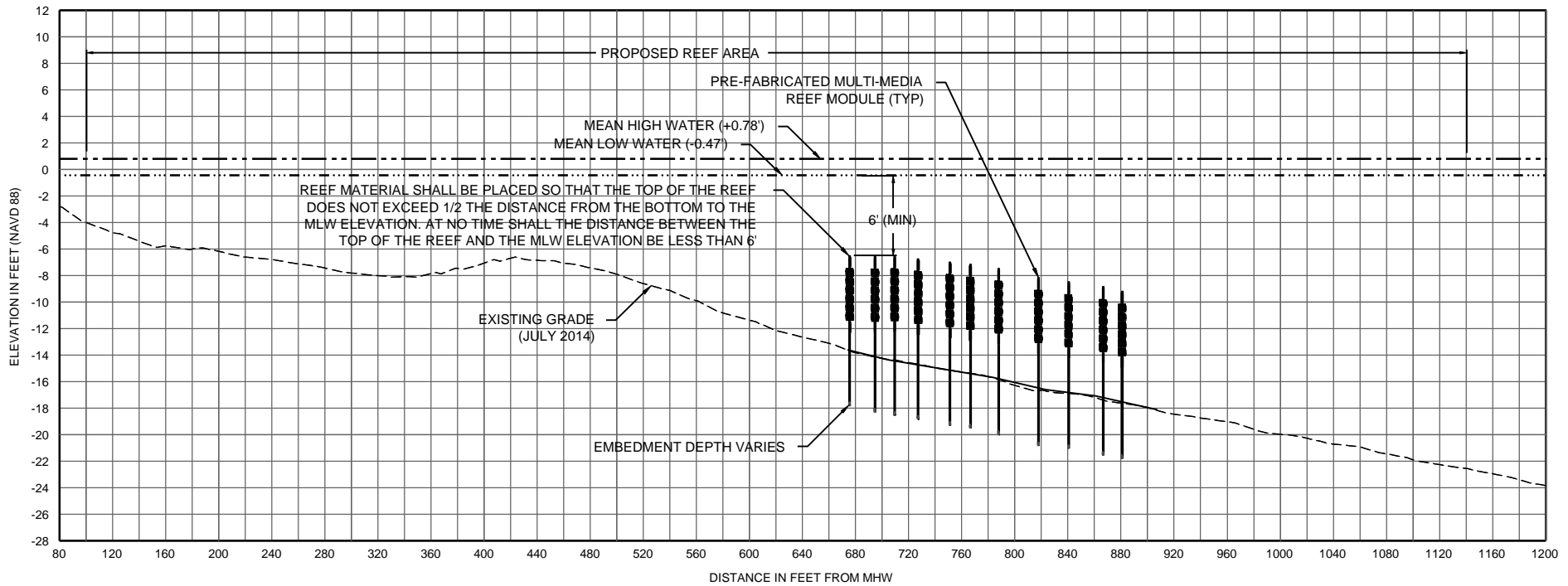
MATTHEW TRAMMELL P.E.# 69244

DATE

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

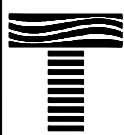
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A
FIG 3
TYPICAL SECTION
 SCALE: 1" = 120'
 V-SCALE: 1" = 12'

SURVEY: MORGAN & EKLUND, JULY 2014
 VERTICAL DATUM: NAVD 88, FEET



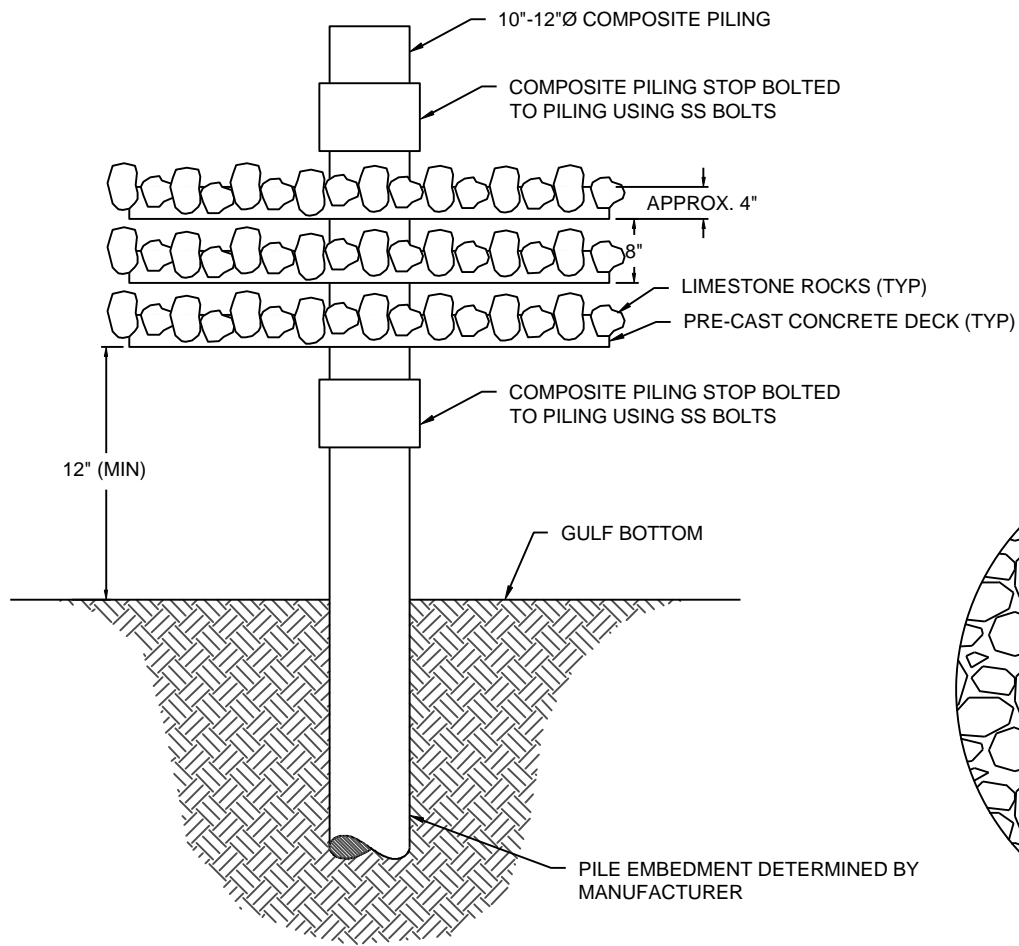
TAYLOR ENGINEERING INC.
 1221 AIRPORT ROAD
 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 5
TYPICAL SECTION
 POMPANO ST BEACH ACCESS SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

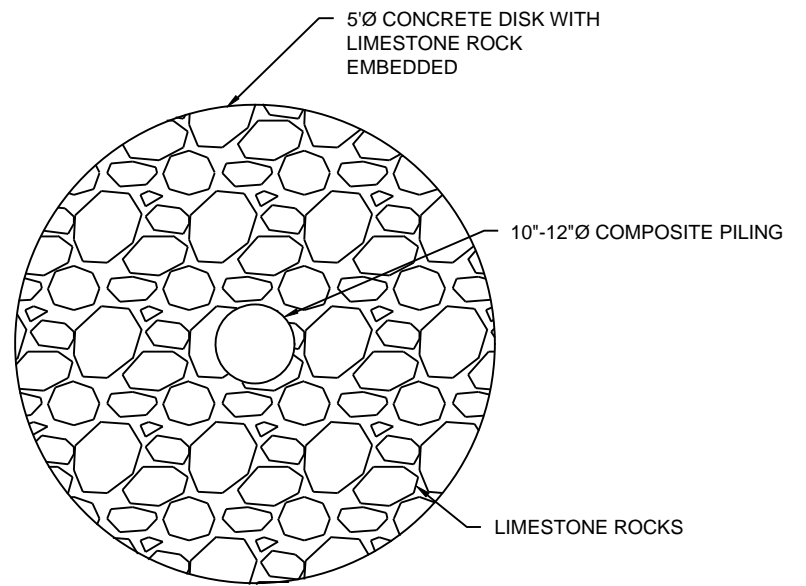
PROJECT	C2014-058
DRAWN BY	AF
SHEET	5 of 6
DATE	OCT 2014

SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

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



ELEVATION VIEW

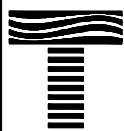


TOP VIEW

PRE-FABRICATED MULTI-MEDIA REEF MODULE

NOT TO SCALE

ANTON_X:\S\PROJECTS\C2014-058 OKA SNORKEL REEF\PERMIT\C2014-058-P-DETAILS.DWG 10/22/2014 5:28:17 PM



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FIGURE 6
REEF DETAILS
POMPANO ST BEACH ACCESS SNORKEL REEF
OKALOOSA COUNTY, FLORIDA

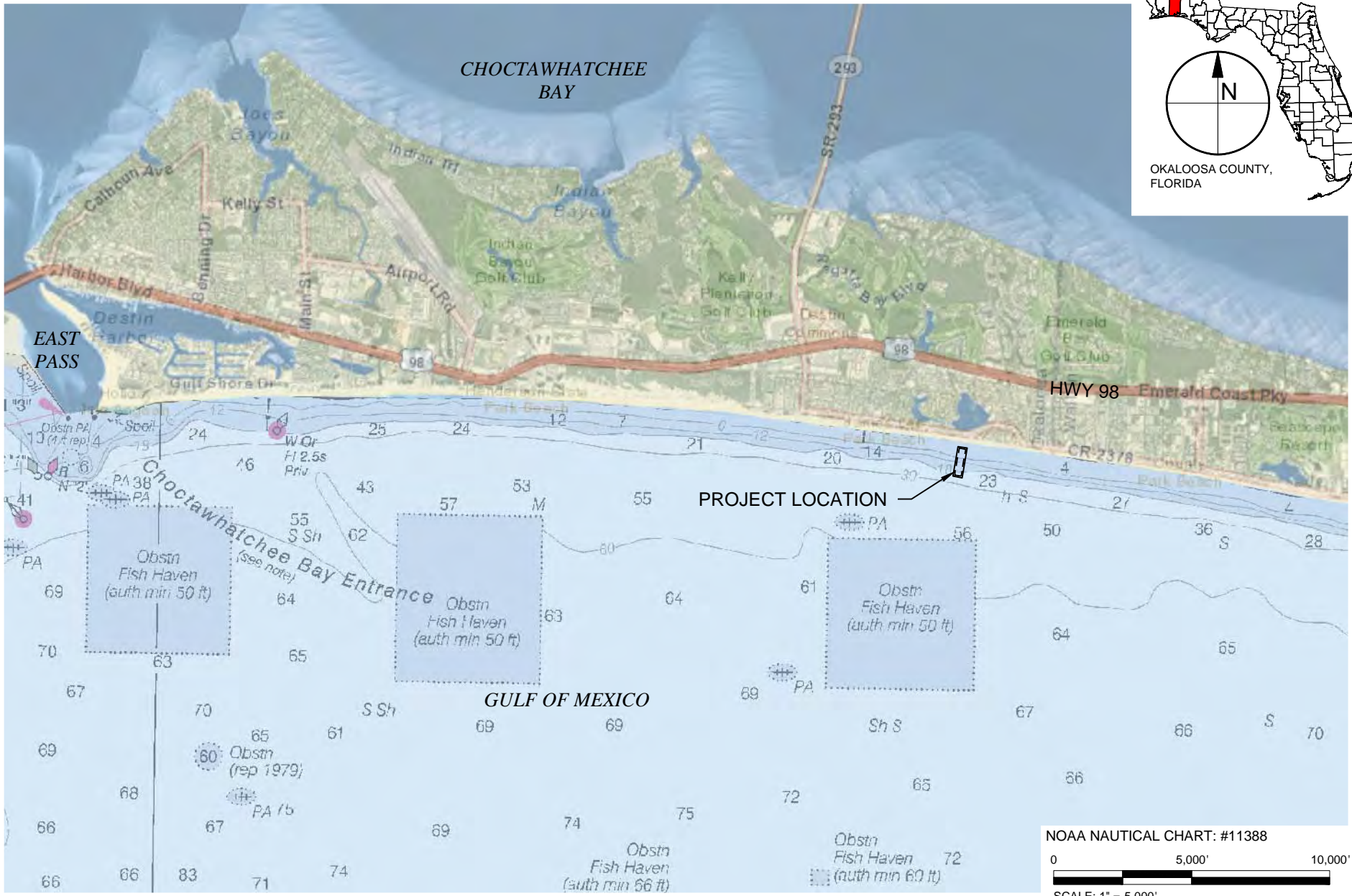
PROJECT	C2014-058
DRAWN BY	AF
SHEET	6 of 6
DATE	OCT 2014

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

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



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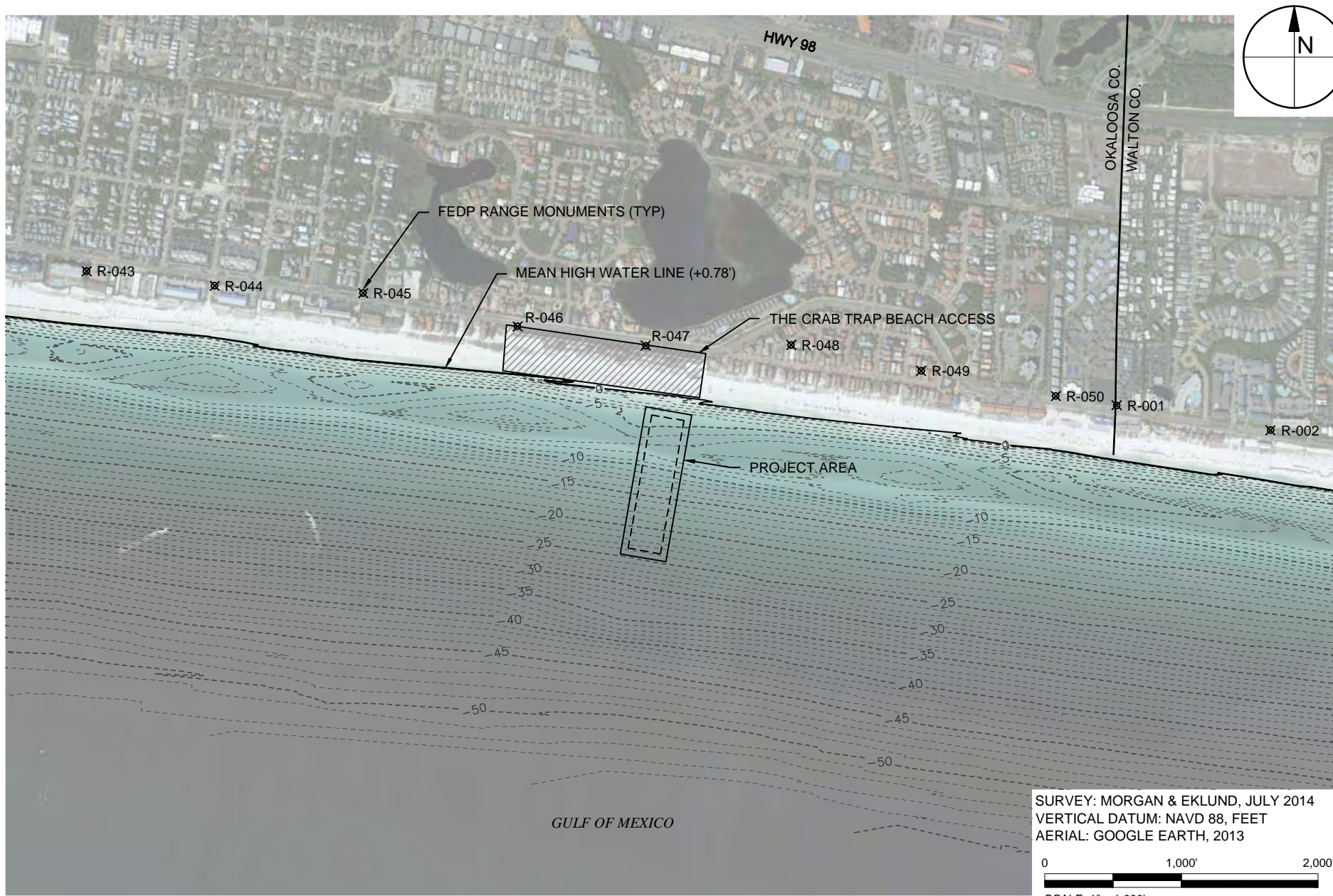
TAYLOR ENGINEERING INC.
 1221 AIRPORT ROAD
 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
 LOCATION MAP
 THE CRAB TRAP SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

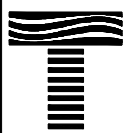
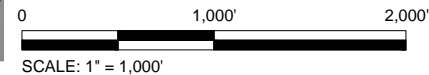
PROJECT	C2014-058	SEAL
DRAWN BY	AF	
SHEET	1 of 6	
DATE	OCT 2014	DATE
		MATTHEW TRAMMELL P.E.# 69244

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

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SURVEY: MORGAN & EKLUND, JULY 2014
 VERTICAL DATUM: NAVD 88, FEET
 AERIAL: GOOGLE EARTH, 2013



TAYLOR ENGINEERING INC.

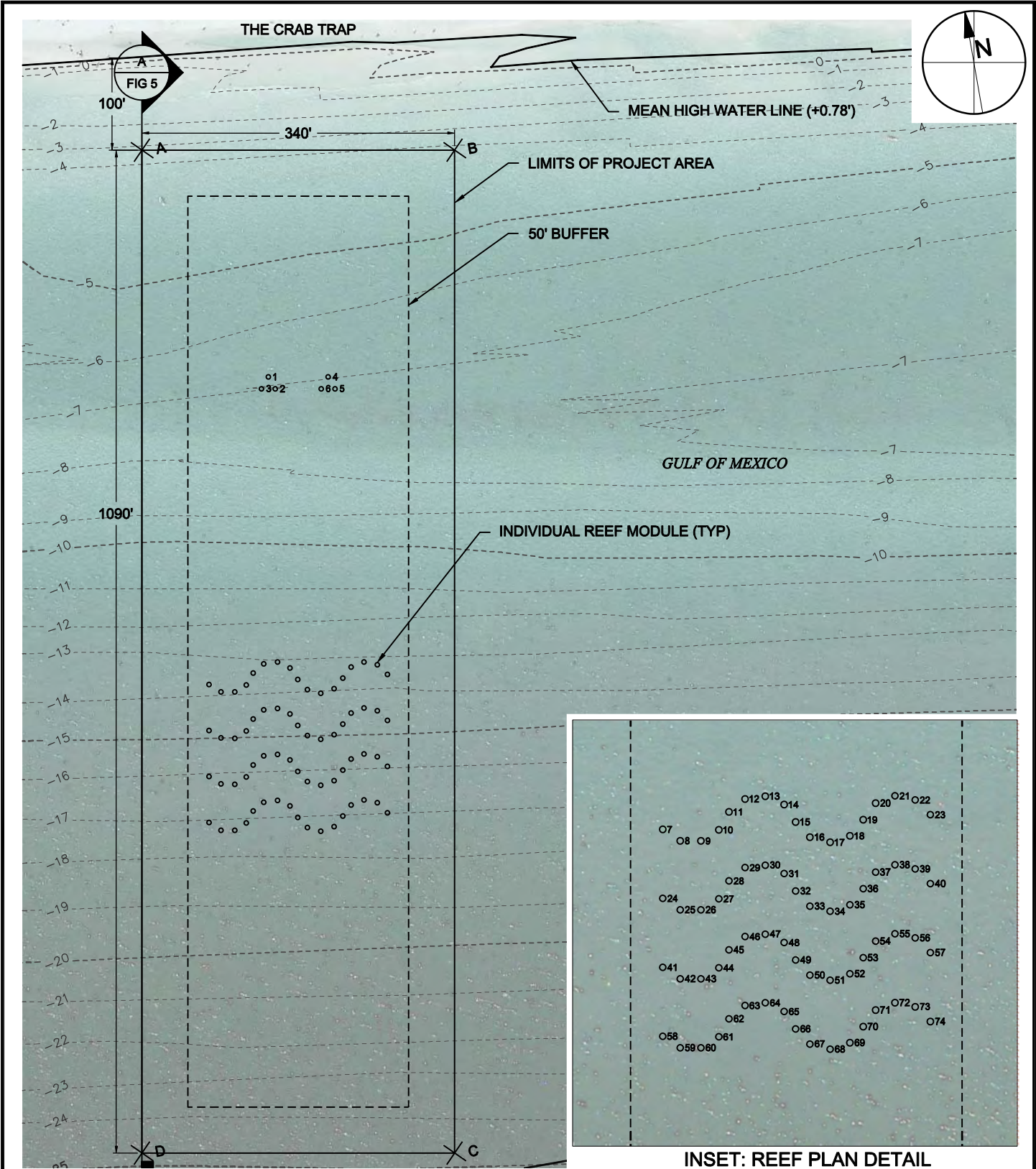
1221 AIRPORT ROAD
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 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
 PROJECT OVERVIEW
 THE CRAB TRAP SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058
DRAWN BY	AF
SHEET	2 of 6
DATE	OCT 2014

SEAL	
MATTHEW TRAMMELL P.E.# 69244	DATE

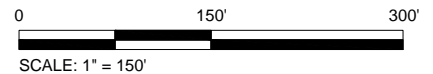
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



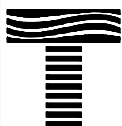
NOTES:
 AERIAL: GOOGLE EARTH, 2013
 SURVEY: MORGAN & EKLUND, JULY 2014
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET

INSET: REEF PLAN DETAIL

SCALE: 1" = 100'



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**FIGURE 3
 REEF PLAN
 THE CRAB TRAP SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA**

PROJECT	DRAWN BY	SHEET	DATE
C2014-058	AF	3 of 6	OCT 2014

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

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

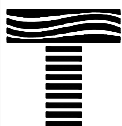
PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEC MIN)	LONG (DEC MIN)
A	1,366,819.81	506,702.09	N30.379439	W86.408194	N30° 22.7664'	W86° 24.4916'
B	1,367,154.64	506,643.05	N30.379292	W86.407129	N30° 22.7575'	W86° 24.4277'
C	1,366,965.37	505,569.61	N30.376333	W86.407672	N30° 22.5800'	W86° 24.4603'
D	1,366,630.53	505,628.65	N30.376479	W86.408737	N30° 22.5888'	W86° 24.5242'

NOTES:
HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
VERTICAL DATUM: NAVD 88, FEET
LAT/LONG: NAD 83 DATUM, DECIMAL DEGREES AND DEGREES/DECIMAL MINUTES

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEC MIN)	LONG (DEC MIN)
1	1,366,912.60	506,435.73	N30.378711	W86.407886	N30° 22.7227'	W86° 24.4731'
2	1,366,917.73	506,421.63	N30.378673	W86.407869	N30° 22.7204'	W86° 24.4721'
3	1,366,902.95	506,424.24	N30.378679	W86.407916	N30° 22.7208'	W86° 24.4749'
4	1,366,976.36	506,424.49	N30.378683	W86.407683	N30° 22.7210'	W86° 24.4610'
5	1,366,981.49	506,410.39	N30.378645	W86.407666	N30° 22.7187'	W86° 24.4600'
6	1,366,966.71	506,413.00	N30.378651	W86.407713	N30° 22.7191'	W86° 24.4628'
7	1,366,790.92	506,117.57	N30.377831	W86.408255	N30° 22.6699'	W86° 24.4953'
8	1,366,802.02	506,107.22	N30.377803	W86.408219	N30° 22.6682'	W86° 24.4931'
9	1,366,816.80	506,104.56	N30.377796	W86.408172	N30° 22.6678'	W86° 24.4903'
10	1,366,830.82	506,110.12	N30.377812	W86.408128	N30° 22.6687'	W86° 24.4977'
11	1,366,840.39	506,121.70	N30.377845	W86.408098	N30° 22.6707'	W86° 24.4859'
12	1,366,853.49	506,129.11	N30.377866	W86.408057	N30° 22.6719'	W86° 24.4834'
13	1,366,868.39	506,128.46	N30.377864	W86.408010	N30° 22.6719'	W86° 24.4806'
14	1,366,880.77	506,119.94	N30.377842	W86.407970	N30° 22.6705'	W86° 24.4782'
15	1,366,886.77	506,106.16	N30.377804	W86.407950	N30° 22.6682'	W86° 24.4770'
16	1,366,895.07	506,093.55	N30.377770	W86.407923	N30° 22.6662'	W86° 24.4754'
17	1,366,908.78	506,087.31	N30.377753	W86.407879	N30° 22.6652'	W86° 24.4728'
18	1,366,923.69	506,089.44	N30.377760	W86.407832	N30° 22.6656'	W86° 24.4699'
19	1,366,935.09	506,099.30	N30.377787	W86.407796	N30° 22.6672'	W86° 24.4678'
20	1,366,946.05	506,109.57	N30.377816	W86.407762	N30° 22.6690'	W86° 24.4657'
21	1,366,960.80	506,112.41	N30.377825	W86.407716	N30° 22.6695'	W86° 24.4629'
22	1,366,974.79	506,106.91	N30.377810	W86.407671	N30° 22.6686'	W86° 24.4603'
23	1,366,983.74	506,094.45	N30.377776	W86.407642	N30° 22.6666'	W86° 24.4585'
24	1,366,782.24	506,068.33	N30.377695	W86.408279	N30° 22.6617'	W86° 24.4968'
25	1,366,793.34	506,057.98	N30.377667	W86.408244	N30° 22.6600'	W86° 24.4946'
26	1,366,808.12	506,055.32	N30.377661	W86.408197	N30° 22.6596'	W86° 24.4918'
27	1,366,822.14	506,060.88	N30.377677	W86.408153	N30° 22.6606'	W86° 24.4892'
28	1,366,831.71	506,072.46	N30.377709	W86.408123	N30° 22.6625'	W86° 24.4874'
29	1,366,844.81	506,079.87	N30.377730	W86.408082	N30° 22.6638'	W86° 24.4849'
30	1,366,859.70	506,079.22	N30.377729	W86.408034	N30° 22.6637'	W86° 24.4821'
31	1,366,872.08	506,070.70	N30.377706	W86.407995	N30° 22.6623'	W86° 24.4797'
32	1,366,878.08	506,056.92	N30.377668	W86.407975	N30° 22.6601'	W86° 24.4785'
33	1,366,886.38	506,044.31	N30.377634	W86.407948	N30° 22.6580'	W86° 24.4769'
34	1,366,900.09	506,038.07	N30.377617	W86.407904	N30° 22.6570'	W86° 24.4743'
35	1,366,915.00	506,040.20	N30.377624	W86.407857	N30° 22.6574'	W86° 24.4714'
36	1,366,926.40	506,050.06	N30.377652	W86.407821	N30° 22.6591'	W86° 24.4693'
37	1,366,937.37	506,060.33	N30.377680	W86.407787	N30° 22.6608'	W86° 24.4672'
38	1,366,952.12	506,063.17	N30.377689	W86.407741	N30° 22.6613'	W86° 24.4644'
39	1,366,966.11	506,057.67	N30.377674	W86.407696	N30° 22.6605'	W86° 24.4618'
40	1,366,975.05	506,045.21	N30.377640	W86.407667	N30° 22.6584'	W86° 24.4600'
41	1,366,773.56	506,019.09	N30.377559	W86.408304	N30° 22.6536'	W86° 24.4983'
42	1,366,784.66	506,008.73	N30.377531	W86.408269	N30° 22.6519'	W86° 24.4961'
43	1,366,799.44	506,006.08	N30.377525	W86.408222	N30° 22.6515'	W86° 24.4933'
44	1,366,813.45	506,011.64	N30.377541	W86.408177	N30° 22.6524'	W86° 24.4906'
45	1,366,823.02	506,023.22	N30.377573	W86.408148	N30° 22.6544'	W86° 24.4889'

INDIVIDUAL REEF MODULE TABLE						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEC MIN)	LONG (DEC MIN)
46	1,366,836.12	506,030.63	N30.377594	W86.408107	N30° 22.6556'	W86° 24.4864'
47	1,366,851.02	506,029.98	N30.377593	W86.408059	N30° 22.6556'	W86° 24.4836'
48	1,366,863.40	506,021.46	N30.377570	W86.408020	N30° 22.6542'	W86° 24.4812'
49	1,366,869.40	506,007.68	N30.377532	W86.408000	N30° 22.6519'	W86° 24.4800'
50	1,366,877.70	505,995.07	N30.377498	W86.407973	N30° 22.6499'	W86° 24.4784'
51	1,366,891.41	505,988.83	N30.377482	W86.407929	N30° 22.6489'	W86° 24.4757'
52	1,366,906.32	505,990.96	N30.377488	W86.407882	N30° 22.6493'	W86° 24.4729'
53	1,366,917.72	506,000.82	N30.377516	W86.407846	N30° 22.6509'	W86° 24.4708'
54	1,366,928.69	506,011.09	N30.377545	W86.407812	N30° 22.6527'	W86° 24.4687'
55	1,366,943.44	506,013.93	N30.377553	W86.407765	N30° 22.6532'	W86° 24.4659'
56	1,366,957.43	506,008.43	N30.377539	W86.407721	N30° 22.6523'	W86° 24.4632'
57	1,366,966.37	505,995.97	N30.377505	W86.407692	N30° 22.6503'	W86° 24.4615'
58	1,366,764.87	505,969.85	N30.377424	W86.408329	N30° 22.6454'	W86° 24.4998'
59	1,366,775.98	505,959.49	N30.377396	W86.408294	N30° 22.6437'	W86° 24.4976'
60	1,366,790.76	505,956.84	N30.377389	W86.408247	N30° 22.6433'	W86° 24.4948'
61	1,366,804.77	505,962.40	N30.377405	W86.408202	N30° 22.6443'	W86° 24.4921'
62	1,366,814.34	505,973.98	N30.377437	W86.408173	N30° 22.6462'	W86° 24.4904'
63	1,366,827.44	505,981.39	N30.377458	W86.408132	N30° 22.6475'	W86° 24.4879'
64	1,366,842.34	505,980.74	N30.377457	W86.408084	N30° 22.6474'	W86° 24.4851'
65	1,366,854.72	505,972.22	N30.377434	W86.408045	N30° 22.6461'	W86° 24.4827'
66	1,366,860.72	505,958.44	N30.377397	W86.408025	N30° 22.6438'	W86° 24.4815'
67	1,366,869.02	505,945.83	N30.377362	W86.407998	N30° 22.6417'	W86° 24.4799'
68	1,366,882.73	505,939.58	N30.377346	W86.407954	N30° 22.6408'	W86° 24.4772'
69	1,366,897.64	505,941.72	N30.377352	W86.407907	N30° 22.6411'	W86° 24.4744'
70	1,366,909.04	505,951.58	N30.377380	W86.407871	N30° 22.6428'	W86° 24.4723'
71	1,366,920.00	505,961.85	N30.377409	W86.407837	N30° 22.6445'	W86° 24.4702'
72	1,366,934.75	505,964.69	N30.377417	W86.407790	N30° 22.6450'	W86° 24.4674'
73	1,366,948.75	505,959.19	N30.377403	W86.407746	N30° 22.6442'	W86° 24.4647'
74	1,366,957.69	505,946.73	N30.377369	W86.407717	N30° 22.6421'	W86° 24.4630'

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TAYLOR ENGINEERING INC.

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SUITE 210
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
PROJECT AREA AND REEF MODULE TABLES
THE CRAB TRAP SNORKEL REEF
OKALOOSA COUNTY, FLORIDA

PROJECT C2014-058 DRAWN BY AF SHEET 4 of 6 DATE OCT 2014

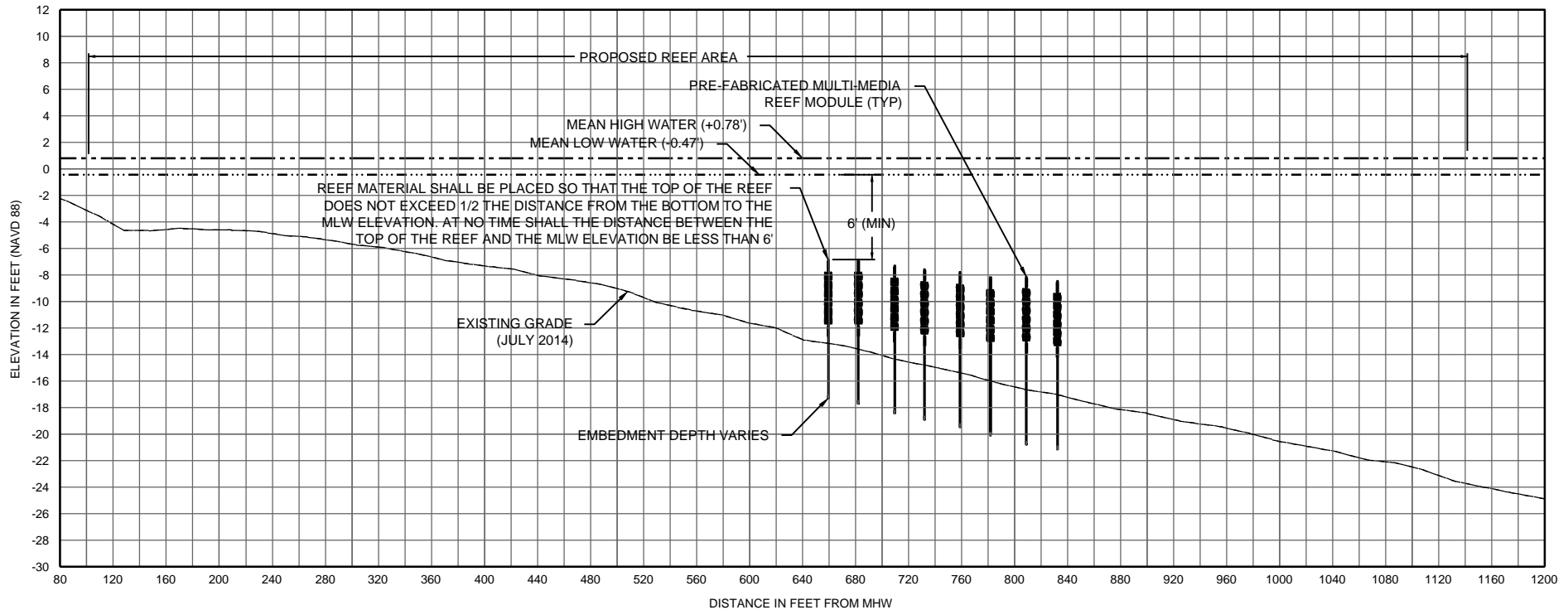
SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

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

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A
FIG 3
TYPICAL SECTION
 SCALE: 1" = 120'
 V-SCALE: 1" = 12'

SURVEY: MORGAN & EKLUND, JULY 2014
 VERTICAL DATUM: NAVD 88, FEET

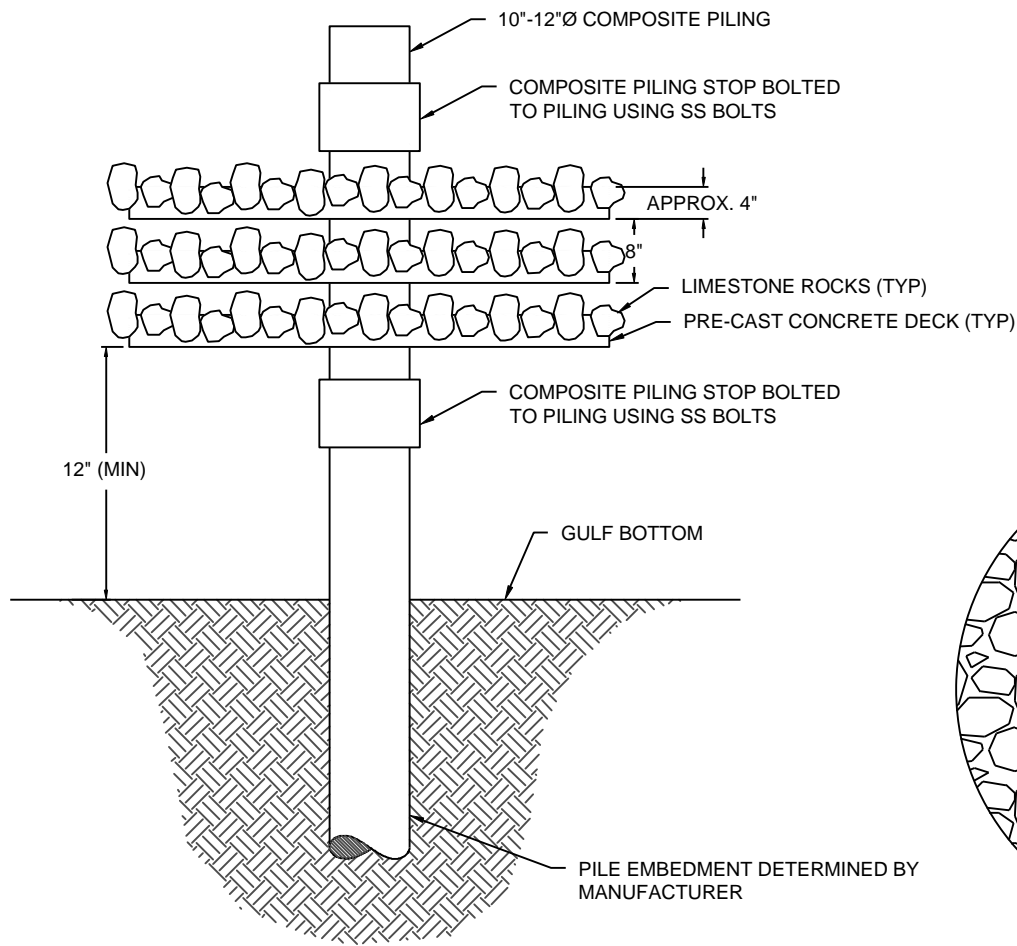
TAYLOR ENGINEERING INC.

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CERTIFICATE OF AUTHORIZATION # 4815

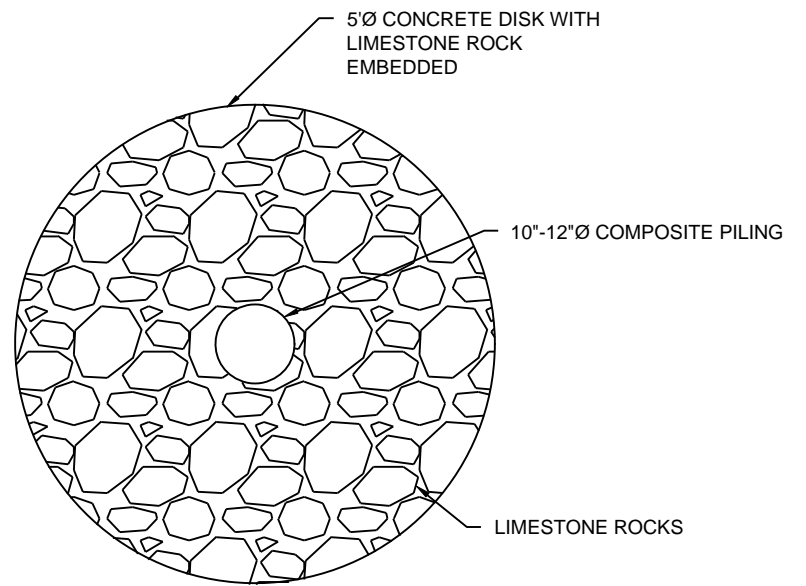
FIGURE 5
 TYPICAL SECTION
 THE CRAB TRAP SNORKEL REEF
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058	SEAL
DRAWN BY	AF	
SHEET	5 of 6	
DATE	OCT 2014	<small>MATTHEW TRAMMELL P.E.# 69244</small>
		<small>DATE</small>

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



ELEVATION VIEW

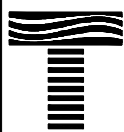


TOP VIEW

PRE-FABRICATED MULTI-MEDIA REEF MODULE

NOT TO SCALE

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TAYLOR ENGINEERING INC.

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SUITE 210
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 6
REEF DETAILS
THE CRAB TRAP SNORKEL REEF
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058
DRAWN BY	AF
SHEET	6 of 6
DATE	OCT 2014

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

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



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

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

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

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

Revised: March 23, 2006

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



STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com



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

Background

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

Protected Species Identification Training

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

Vessel Strike Avoidance

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

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

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

Additional Requirements for the North Atlantic Right Whale

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

Injured or Dead Protected Species Reporting

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

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

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

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

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

NOAA Fisheries Service
Southeast Regional Office

263 13th Avenue South
St. Petersburg, FL 33701

Tel: (727) 824-5312

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



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



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

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

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

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

Transporting Vessel Registration Number: _____

Vessel Owner: _____ Vessel Operator: _____

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

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

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

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

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

ACOE permit number _____, permitted site name _____

issued on _____ and has an expiration date of _____.

Local tracking number (if applicable): _____

 (Name of FWC authorized Artificial Reef Inspector, printed)

 (Signature) _____ (Date)

EXPLANATION SHEET FOR THE ARTIFICIAL REEF MATERIALS CARGO MANIFEST FORM

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

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

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

INSTRUCTIONS

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

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

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

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

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

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



FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION



US Army Corps
of Engineers

To Be Completed For Each Deployment Location or Date of Deployment

County or Municipality: _____

Date of Placement: _____

Grant No. FWC - _____
(if applicable)

U.S. Army Corps Permit No.: _____

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

Name of Permitted Reef Site: _____

Location Name for This Deployment: _____

Latitude: _____° _____' _____" North
Degrees minutes decimal minutes

Longitude: _____° _____' _____" West
Degrees minutes decimal minutes

GPS Brand: _____ GPS Model number: _____

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

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

TYPE AND AMOUNT OF MATERIAL DEPLOYED AT THE LOCATION DESCRIBED ABOVE:

(ATTACH A PHOTOGRAPH OF THE MATERIAL ON THE BARGE IMMEDIATELY PRIOR TO DEPLOYMENT)

Primary Type of Material: _____ Number of Pieces: _____

Dimensions: _____

Secondary Type of Material: _____ Number of Pieces: _____

Dimensions: _____

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

Known weight of individual pieces

Trucking receipts

TOTAL TONNAGE FOR THIS DEPLOYMENT: _____

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

Observer's Name: _____
(PLEASE PRINT)

Title: _____
(PLEASE PRINT)

Observer's Signature: _____

Date: _____

Observer's Remarks: _____

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

Permittee's Staff Name: _____
(PLEASE PRINT)

Title: _____
(PLEASE PRINT)

Permittee's Staff Signature: _____

Date: _____

Local Tracking number _____ FWC Tracking number _____ Entered by _____ on _____ date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2014-03328 (SP-SWA)

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

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.):

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from the Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

**Bottom Survey Report
Beach Access #6, Beach Access #2, John Beasley Park,
Henderson Beach State Park, Pompano Street Beach Access,
and The Crab Trap Snorkel Reefs
Okaloosa County, FL**

Overview

Okaloosa County has a limited number of artificial reefs in the waters offshore of its shoreline. Okaloosa County now plans to expand the County's artificial reef program with six artificial snorkeling reefs. From west to east, the proposed Snorkel Reefs are named in reference to the upland location as follows; Beach Access #6, Beach Access #2, Beasley Park, Henderson Beach State Park, Pompano Street Beach Access, and The Crab Trap.

The proposed snorkel reef areas share the same dimensions and are located just offshore of public beach access locations or County parks in Okaloosa County, at varying distances from the MHW shoreline, generally between 100 – 150 ft (Figures 1). The proposed snorkel reef permit areas are 340 ft x 1,090 ft (approximately 8.5 acres each), which includes a 50-ft buffer between module locations and the proposed permit boundary.

Okaloosa County intends to deploy pre-fabricated, pile-supported multi-media reef modules (e.g., Walter Eco-Systems Reef Modules or similar pre-fabricated units) within the proposed reef area as shown in Figures 2 – 7.

Permit Requirements

Okaloosa County seeks authorization for the proposed nearshore artificial reef site through the Florida Department of Environmental Protection (FDEP) Submerged Lands and Environmental Resources Program (SLERP). Section 62-330.600 of the Florida Administrative Code (FAC) provides authorization for the proposed activity through a noticed general permit. The County has demonstrated the proposed project meets the requirements of 62-330.600 FAC in the permit application package; however, 62-330.600(2)(a) states:

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

As such, Taylor Engineering performed numerous desktop investigations and a field investigation (bottom survey), to fulfill the above condition.

Desktop Investigations

Prior to performing the bottom survey of the proposed artificial reef areas, Taylor Engineering performed detailed desktop analyses during the artificial reef siting process to ensure the proposed sites would not impact submerged resources. These investigations included review of navigation charts (documenting natural and artificial reef areas and average bottom depths) and recent ecological maps/surveys. Taylor Engineering determined that based on the above information, past surveys and existing site conditions (e.g. depth, salinity, open-coast shoreline, etc), the proposed site would not likely

support seagrass or shellfish communities. In addition, no other natural resources were previously documented within the proposed area.

Taylor Engineering also made request to the Florida State Historic Preservation Office (SHPO) to inquire whether there were any recorded archeological resources within the proposed reef area. The results of the request (included as Appendix B) show that SHPO found no previously recorded archeological sites or structures within the proposed artificial reef areas.

Field Investigations

Taylor Engineering performed the following field investigations to verify the proposed artificial reef site does not contain grassbed communities, shellfish or other hardbottom communities, or corals.

1. Survey transects of the proposed artificial reef area. Taylor Engineering conducted four approximately 1,100-ft survey transects with fathometer and underwater videography, running approximately north-south (varying with area rotation) along the length of the proposed permit area. The four transects were centered within the proposed reef permit areas and spaced at approximately 100 ft, with the two outermost transects approximately 20 ft inside of the eastern and western boundaries of the proposed snorkel reef area (Figures 2 – 7). All transects extended south of the proposed areas and extended as far north as the draft of the vessel allowed (depth of approximately 2.5 ft), which resulted in some underwater video transects not capturing the northern extents of the proposed areas (Figures 2 – 7); however, bottom conditions were verified via snorkeling observations (see below). The transect position and tracks were recorded from the vessel with onboard DGPS. Surveyors logged depths via a standard fathometer (e.g. fish finder) at the site boundaries. Surveyors visually observed the bottom conditions from the surface and recorded any natural resources observed during the investigation.
2. Underwater videography of bottom conditions within the proposed artificial reef areas. During the survey transects, surveyors obtained video imagery of the bottom substrate by lowering an underwater camera until they obtained view of the Gulf of Mexico bottom. In the attached video files, Transects 1 – 4 begin from West to East. Before each transect begins, a whiteboard is displayed that indicates the proposed reef area, date, time, transect number, and direction of the survey (ie. North → South). The depth of the camera off the bottom varied to provide both narrower and broader perspectives of the proposed reef site and bottom substrate. The reflection of light off the white sand may cause the video to appear washed-out; however, the occasional clusters of seaweed or “June Grass” indicates the video is in focus and viewing the bottom.
3. Snorkeling observations within the proposed artificial reef areas. Taylor Engineering also conducted a snorkeling transect oriented approximately north to south that ran through the center of each proposed snorkel reef site. The snorkeling observer swam the transect and maintained position by following the vessel with onboard DGPS. Upon encountering any anomalies the surveyor could further investigate and report the location to vessel-based surveyors. During the snorkel survey, Taylor Engineering also captured representative photographs of the bottom conditions and water clarity using a handheld underwater camera (Appendix B).

Field Results

Taylor Engineering conducted the field investigation of the proposed snorkel reef areas on July 17, 2014. Survey results indicate bottom conditions within the proposed artificial reef area consist of unvegetated sand with no evidence of shellfish, hardbottom or coral communities. During the survey, additional observations included typical nearshore benthic organisms (e.g., sand dollars, starfish, olive snails, auger snails, and tube worms, etc). During the survey, various amounts of cyanobacteria and algae, commonly known as “June Grass”, is present along the bottom and suspended within the water column.

Digital files of the underwater video documenting the bottom conditions at each transect of the proposed snorkel reef areas are included on the attached CD. Notably, the time shown on the board in the beginning of each video may not exactly match that of the video.

Beach Access #6 Snorkel Reef Area

Taylor Engineering conducted the bottom survey and investigation of the proposed Beach Access #6 Snorkel Reef Area on July 17, 2014. The survey and underwater video began simultaneously at approximately 11:31 am. Conditions during the investigations included 5 – 7 mph southeasterly winds, clear skies, 0 – 1 foot seas, and water clarity ranging from 20 – 30 feet. Notably, depths observed by Taylor Engineering showed reasonable agreement with the FDEP survey (within 1 – 2 feet) conducted June 2007. All transects showed bathymetry changes indicative of the sandy nearshore environment and surveyors observed no abrupt changes in bathymetry that would indicate rock ledges or hardbottom.

Surveyors lowered the underwater video camera to the bottom at the southern limit of Transect 1 approximately 30 feet south of the proposed area and towed the camera north until the depth reached approximately 2.5 ft, to the end of the illustrated extent of Transect 1. Transect 2 began approximately 100 feet to the east and was towed south ending approximately 30 feet south of the proposed reef area. Transects 3 and 4 were conducted in the same fashion (Figure 2). The attached videos provide evidence of the bottom conditions throughout Transects 1 – 4. During the video collection and snorkel observation, surveyors observed a few sand dollars and nearshore benthic organisms. Review of the video file indicates substrate conditions consisting of unvegetated sand with no evidence of hardbottom or coral communities. Snorkeling transect observations verified these conditions.

Beach Access #2 Snorkel Reef Area

Taylor Engineering conducted the bottom survey and investigation of the proposed Beach Access #2 Snorkel Reef Area on July 17, 2014. The survey and underwater video began simultaneously at approximately 12:33 pm. Conditions during the investigations included 10 – 15 mph southerly winds, clear skies, 0 – 1 foot seas, and water clarity ranging from 15 – 20 feet. Notably, depths observed by Taylor Engineering showed reasonable agreement with the FDEP survey, conducted June 2007. All transects showed bathymetry changes indicative of the sandy nearshore environment and surveyors observed no abrupt changes in bathymetry that would indicate rock ledges or hardbottom.

Surveyors lowered the underwater video camera to the bottom at the southern limit of Transect 1 approximately 90 feet south of the proposed area and towed the camera north until the depth reached approximately 2.5 ft, to the end of the illustrated extent of Transect 1. Transect 2 began approximately 100 feet to the east and was towed south ending approximately 90 feet south of the

proposed reef area. Transects 3 and 4 were conducted in the same fashion (Figure 3). The attached videos provide evidence of the bottom conditions throughout Transects 1 – 4. During the video collection and snorkel observation, surveyors observed a few sand dollars and nearshore benthic organisms. Review of the video file indicates substrate conditions consisting of unvegetated sand with no evidence of hardbottom or coral communities. Snorkeling transect observations verified these conditions.

Beasley Park Snorkel Reef Area

Taylor Engineering conducted the bottom survey and investigation of the proposed Beasley Park Snorkel Reef Area on July 17, 2014. The survey and underwater video began simultaneously at approximately 1:36 pm. Conditions during the investigations included 10 – 15 mph southerly winds, clear skies, 1 – 2 foot seas, and water clarity ranging from 10 – 15 feet. Notably, depths observed by Taylor Engineering showed reasonable agreement with the FDEP survey conducted June 2007. All transects showed bathymetry changes indicative of the sandy nearshore environment and surveyors observed no abrupt changes in bathymetry that would indicate rock ledges or hardbottom.

Surveyors lowered the underwater video camera to the bottom at the southern limit of Transect 1 approximately 110 feet south of the proposed area and towed the camera north until the depth reached approximately 2.5 ft, to the end of the illustrated extent of Transect 1. Transect 2 began approximately 100 feet to the east and was towed south ending approximately 50 feet south of the proposed reef area. Transects 3 and 4 were conducted in the same fashion (Figure 4). The attached videos provide evidence of the bottom conditions throughout Transects 1 – 4. During the video collection and snorkel observation, surveyors observed a few sand dollars and nearshore benthic organisms. Review of the video file indicates substrate conditions consisting of unvegetated sand with no evidence of hardbottom or coral communities. Snorkeling transect observations verified these conditions.

Henderson Beach State Park Snorkel Reef Area

Taylor Engineering conducted the bottom survey and investigation of the proposed Henderson Beach State Park Snorkel Reef Area on July 17, 2014. The survey and underwater video began simultaneously at approximately 9:37 am. Conditions during the investigations included 5 – 7 mph northeasterly winds, clear skies, 0 – 1 foot seas, and water clarity ranging from 20 – 30 feet. Notably, depths observed by Taylor Engineering showed relatively good agreement with the Morgan & Eklund survey (within 1 – 2 feet) conducted July 2014. All transects showed bathymetry changes indicative of the sandy nearshore environment and surveyors observed no abrupt changes in bathymetry that would indicate rock ledges or hardbottom.

Surveyors lowered the underwater video camera to the bottom at the southern limit of Transect 1 approximately 90 feet south of the proposed area and towed the camera north until the depth reached approximately 2.5 ft, to the end of the illustrated extent of Transect 1. Transect 2 began approximately 100 feet to the east and was towed south ending approximately 90 feet south of the proposed reef area. Transects 3 and 4 were conducted in the same fashion (Figure 5). The attached videos provide evidence of the bottom conditions throughout Transects 1 – 4. During the video collection and snorkel observation, surveyors observed a few sand dollars and nearshore benthic organisms. Review of the video file indicates substrate conditions consisting of unvegetated sand

with no evidence of hardbottom or coral communities. Snorkeling transect observations verified these conditions.

Pompano Street Beach Access Snorkel Reef Area

Taylor Engineering conducted the bottom survey and investigation of the proposed Pompano Street Snorkel Reef Area on July 17, 2014. The survey and underwater video began simultaneously at approximately 9:17 am. Conditions during the investigations included 5 – 7 mph northeasterly winds, clear skies, 0 – 1 foot seas, and water clarity ranging from 20 – 30 feet. Notably, depths observed by Taylor Engineering showed relatively good agreement with the Morgan & Eklund survey (within 1 – 3 feet) conducted July 2014. All transects showed bathymetry changes indicative of the sandy nearshore environment and surveyors observed no abrupt changes in bathymetry that would indicate rock ledges or hardbottom.

Surveyors lowered the underwater video camera to the bottom at the southern limit of Transect 1 near the southern boundary of the proposed area and towed the camera north until the depth reached approximately 2.5 ft, to the end of the illustrated extent of Transect 1. Transect 2 began approximately 100 feet to the east and was towed south ending near the southern boundary of the proposed reef area. Transects 3 and 4 were conducted in the same fashion (Figure 6). The attached videos provide evidence of the bottom conditions throughout Transects 1 – 4. During the video collection and snorkel observation, surveyors observed a few sand dollars and nearshore benthic organisms. Review of the video file indicates substrate conditions consisting of unvegetated sand with no evidence of hardbottom or coral communities. Snorkeling transect observations verified these conditions.

The Crab Trap Snorkel Reef Area

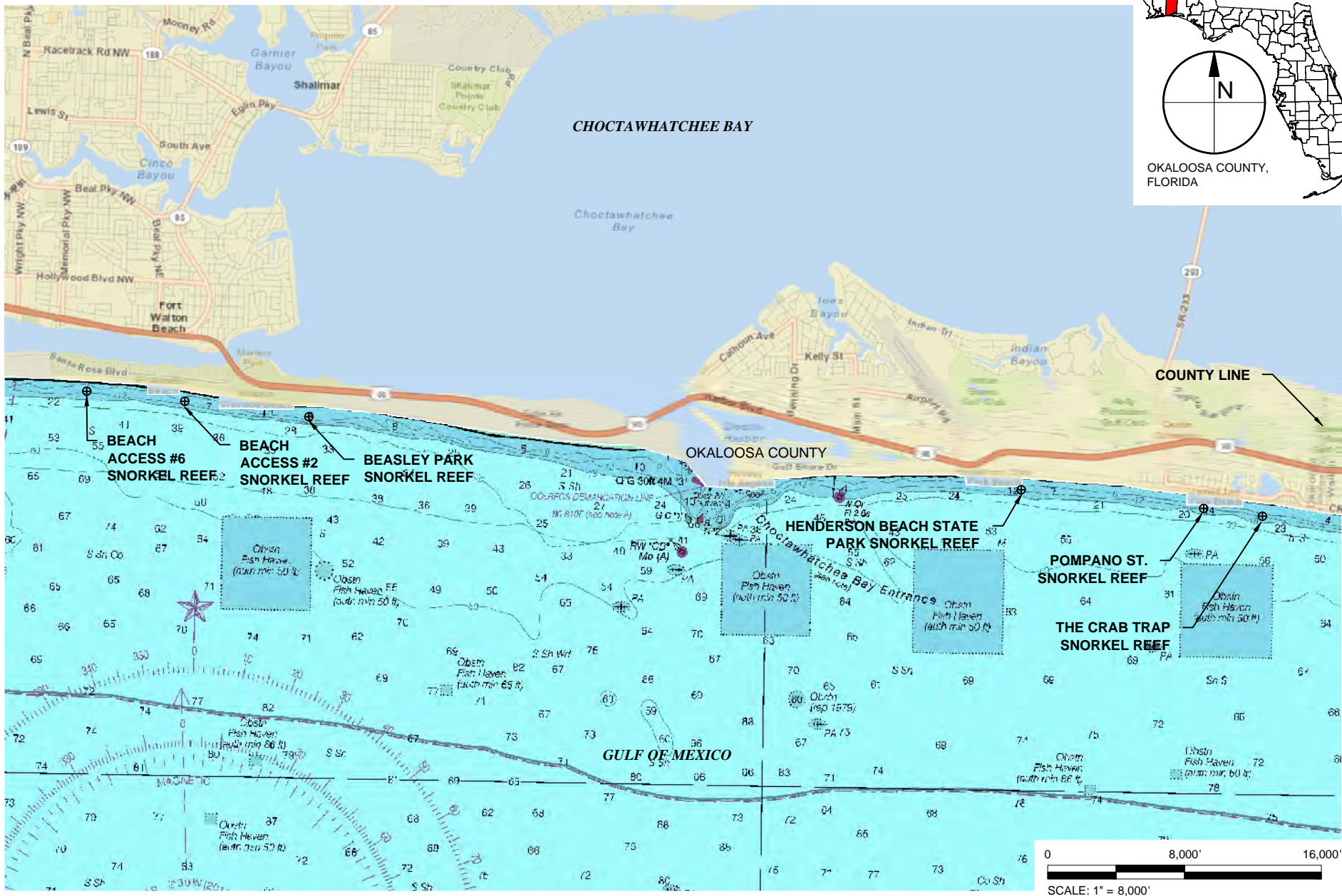
Taylor Engineering conducted the bottom survey and investigation of the proposed The Crab Trap Snorkel Reef Area on July 17, 2014. The survey and underwater video began simultaneously at approximately 8:07 am. Conditions during the investigations included 5 – 7 mph northeasterly winds, clear skies, 0 – 1 foot seas, and water clarity ranging from 20 – 30 feet. Notably, depths observed by Taylor Engineering showed relatively good agreement with the Morgan & Eklund survey (within 1 – 2 feet) conducted July 2014. All transects showed bathymetry changes indicative of the sandy nearshore environment and surveyors observed no abrupt changes in bathymetry that would indicate rock ledges or hardbottom.

Surveyors lowered the underwater video camera to the bottom at the southern limit of Transect 1 near the southern boundary of the proposed area and towed the camera north until the depth reached approximately 2.5 ft, to the end of the illustrated extent of Transect 1. Transect 2 began approximately 100 feet to the east and was towed south ending near the southern boundary of the proposed reef area. Transects 3 and 4 were conducted in the same fashion (Figure 7). The attached videos provide evidence of the bottom conditions throughout Transects 1 – 4. During the video collection and snorkel observation, surveyors observed a few sand dollars and nearshore benthic organisms. Review of the video file indicates substrate conditions consisting of unvegetated sand with no evidence of hardbottom or coral communities. Snorkeling transect observations verified these conditions. Notably, the underwater video for the proposed snorkel area is contained on a single video. The video begins as described above, at the southern end of Transect 1 and ends at the southern end of Transect 4. At the end of each transect, the camera is brought to the surface to indicate the upcoming transect and direction on the white board.

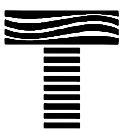
Conclusion

Taylor Engineering performed numerous desktop and field investigations to determine whether the proposed artificial reef site contained submerged resources (seagrasses, hardbottom, corals, etc.). Desktop investigations concluded the existing conditions (water depth, salinity, energetic shoreline, etc) are unfavorable to support seagrass and shellfish communities. These desktop analyses also concluded there was no record of mapped archeological sites, hardbottom, corals, or other submerged resources within the proposed artificial reef area.

To verify the desktop investigations and meet the bottom survey requirements of 62-330.600 FAC, Taylor Engineering performed surveys that included fathometer and underwater video transects, a snorkel transect, and surface observations of the bottom substrate within the proposed snorkel reef areas. Taylor Engineering conducted four north-south underwater video and fathometer survey transects, Transect 1 was approximately 20 ft inside of western boundary and Transect 4 was approximately 20 ft inside of eastern boundary of the proposed snorkel reef areas. Transects 2 and 3 were offset 100 ft inside the proposed snorkel reef area (Figures 2 – 7). All transects extended south of the southern reef area boundary and extended north until the water depth reached approximately 2.5 ft. This underwater video survey was verified with a snorkeling survey transect that ran through the center of the proposed reef area, which extended approximately the same distance as Transects 1 – 4. The survey showed no seagrasses, shellfish, hardbottom, or coral communities within the three proposed snorkel reef areas. Surveyors did observe benthic organisms (e.g., sand dollars, starfish, snails, tube worms, etc.) common to the nearshore beach environment. The field investigations support the findings of the desktop analyses and indicate bottom conditions within the proposed Snorkel Reefs Areas (Beach Access #6, Beach Access #2, John Beasley Park, Henderson Beach State Park, Pompano Street Beach Access, and The Crab Trap Snorkel Reefs) are devoid of submerged resources including seagrass, shellfish, hardbottom, and coral communities. These investigations provide reasonable assurance that the proposed artificial reef site meets the conditions of 62-330.600 FAC and provides a suitable location for placement of artificial reef structures.



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TAYLOR ENGINEERING INC.

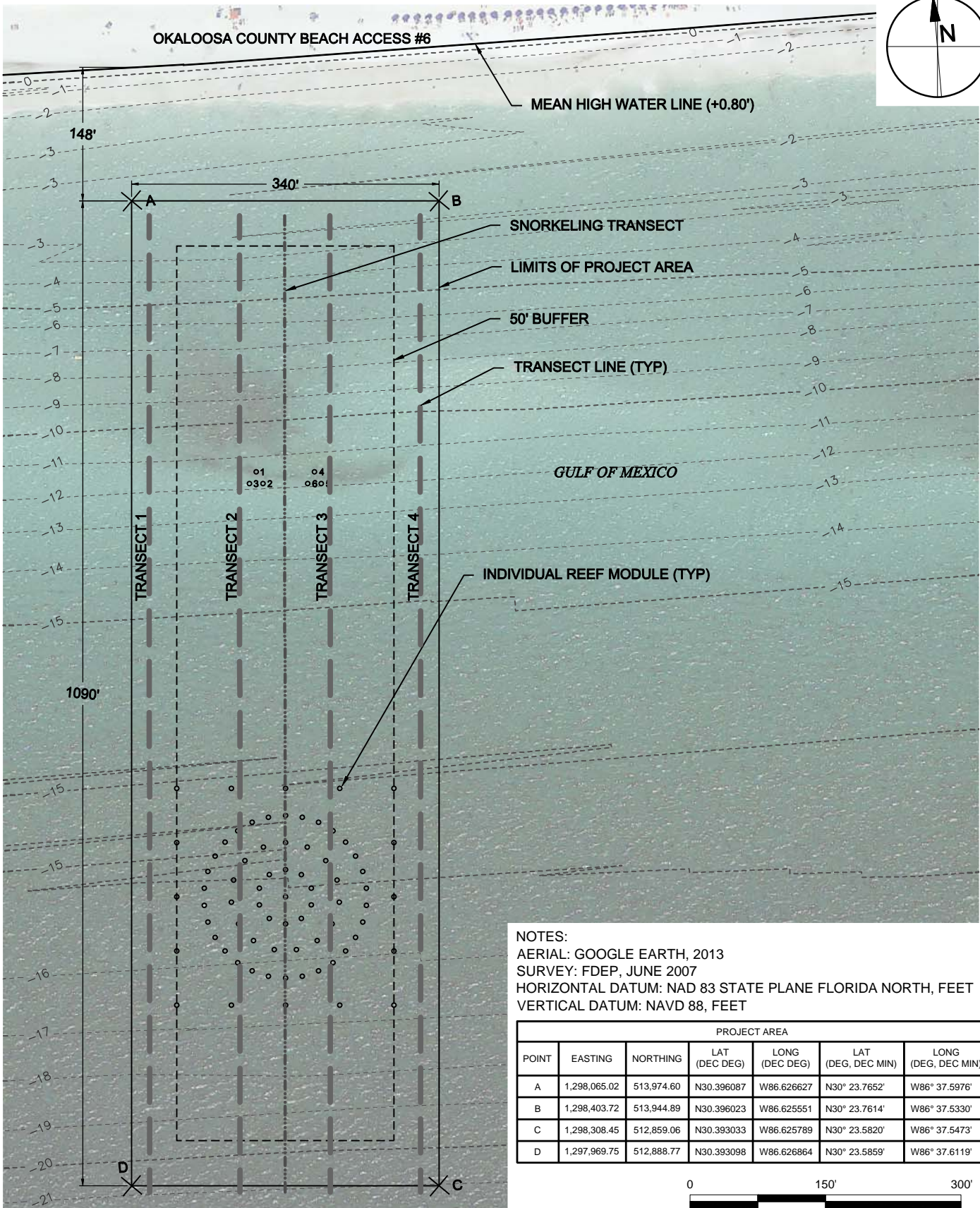
1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
BOTTOM SURVEY OVERVIEW
OKALOOSA SNORKEL REEFS BOTTOM SURVEY
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058
DRAWN BY	AF
SHEET	1 of 7
DATE	OCT 2014

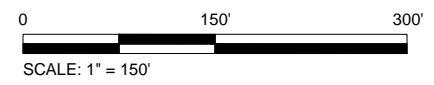
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NOTES:
 AERIAL: GOOGLE EARTH, 2013
 SURVEY: FDEP, JUNE 2007
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET

PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEC MIN)	LONG (DEC MIN)
A	1,298,065.02	513,974.60	N30.396087	W86.626627	N30° 23.7652'	W86° 37.5976'
B	1,298,403.72	513,944.89	N30.396023	W86.625551	N30° 23.7614'	W86° 37.5330'
C	1,298,308.45	512,859.06	N30.393033	W86.625789	N30° 23.5820'	W86° 37.5473'
D	1,297,969.75	512,888.77	N30.393098	W86.626864	N30° 23.5859'	W86° 37.6119'



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

FIGURE 2
 BEACH ACCESS #6 SNORKEL REEF
 OKALOOSA SNORKEL REEFS BOTTOM SURVEY
 OKALOOSA COUNTY, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2014-058	AF	2 of 7	OCT 2014

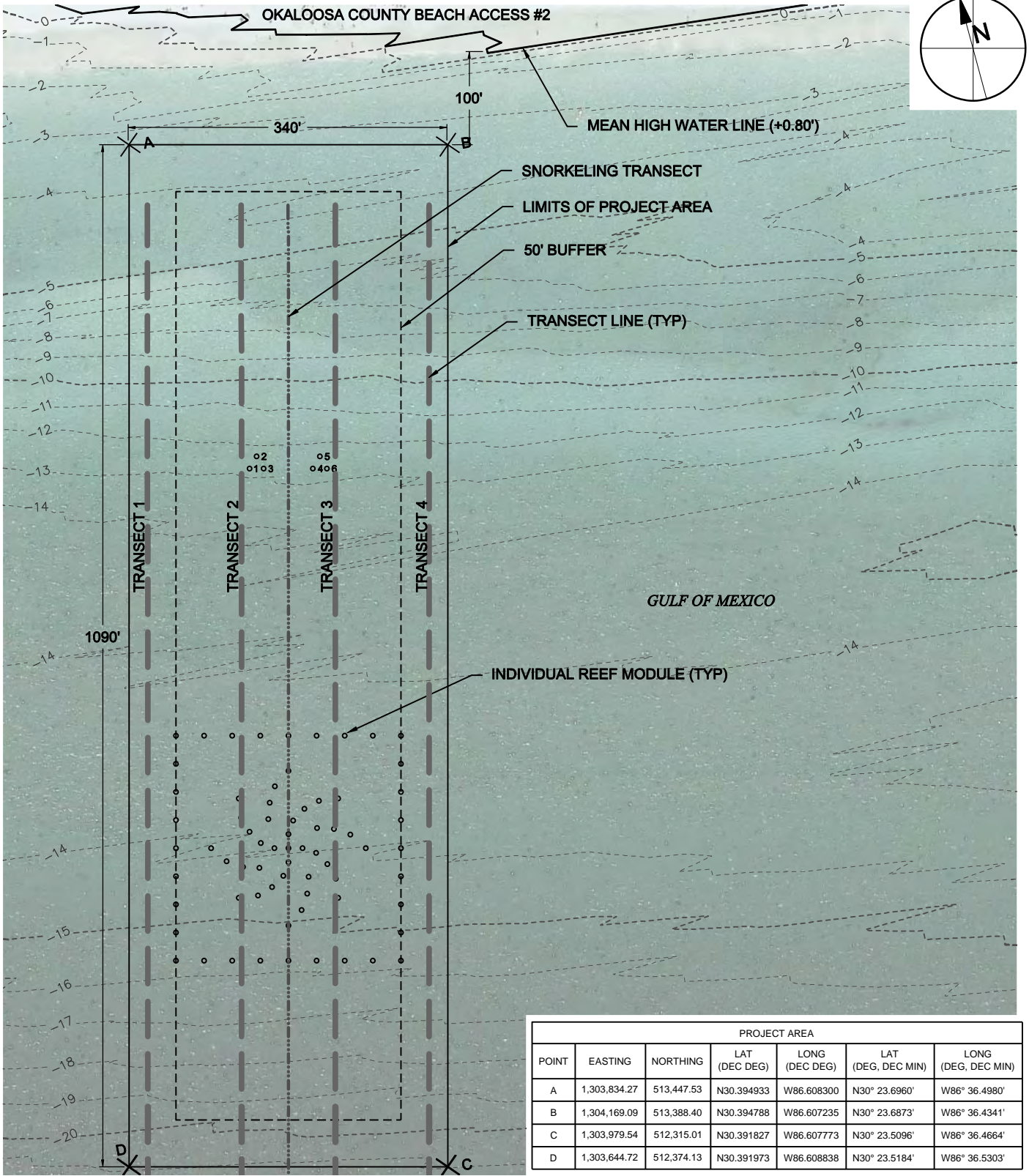
SEAL

DRAFT

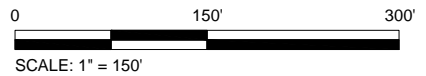
ENG _____ DATE _____

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

ANTON_X:\S\PROJECTS\C2014-058 OKA SNORKEL REEF\PERMIT\BOTTOMSURVEY\C2014-058-P-REEF\PLANS BOTTOM SURVEY.DWG 10/27/2014 9:53:25 AM



NOTES:
 AERIAL: GOOGLE EARTH, 2013
 SURVEY: FDEP, JUNE 2007
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET



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FIGURE 3
 BEACH ACCESS #2 SNORKEL REEF
 OKALOOSA SNORKEL REEFS BOTTOM SURVEY
 OKALOOSA COUNTY, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2014-058	AF	3 of 7	OCT 2014

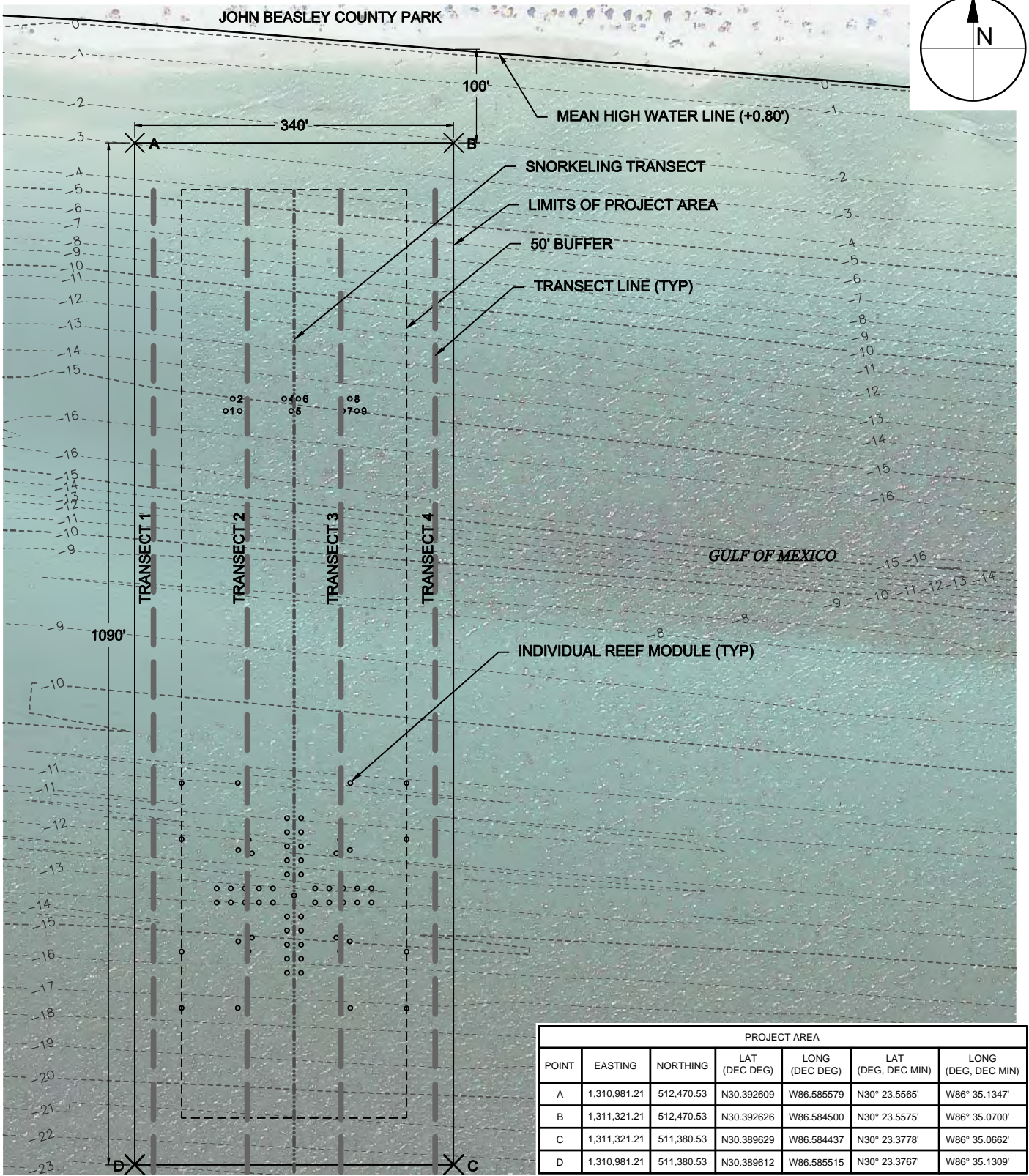
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ENG _____ DATE _____

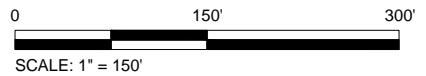
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

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PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,310,981.21	512,470.53	N30.392609	W86.585579	N30° 23.5565'	W86° 35.1347'
B	1,311,321.21	512,470.53	N30.392626	W86.584500	N30° 23.5575'	W86° 35.0700'
C	1,311,321.21	511,380.53	N30.389629	W86.584437	N30° 23.3778'	W86° 35.0662'
D	1,310,981.21	511,380.53	N30.389612	W86.585515	N30° 23.3767'	W86° 35.1309'

NOTES:
 AERIAL: GOOGLE EARTH, 2013
 SURVEY: FDEP, JUNE 2007
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET



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FIGURE 4
 BEASLEY PARK SNORKEL REEF
 OKALOOSA SNORKEL REEFS BOTTOM SURVEY
 OKALOOSA COUNTY, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2014-058	AF	4 of 7	OCT 2014

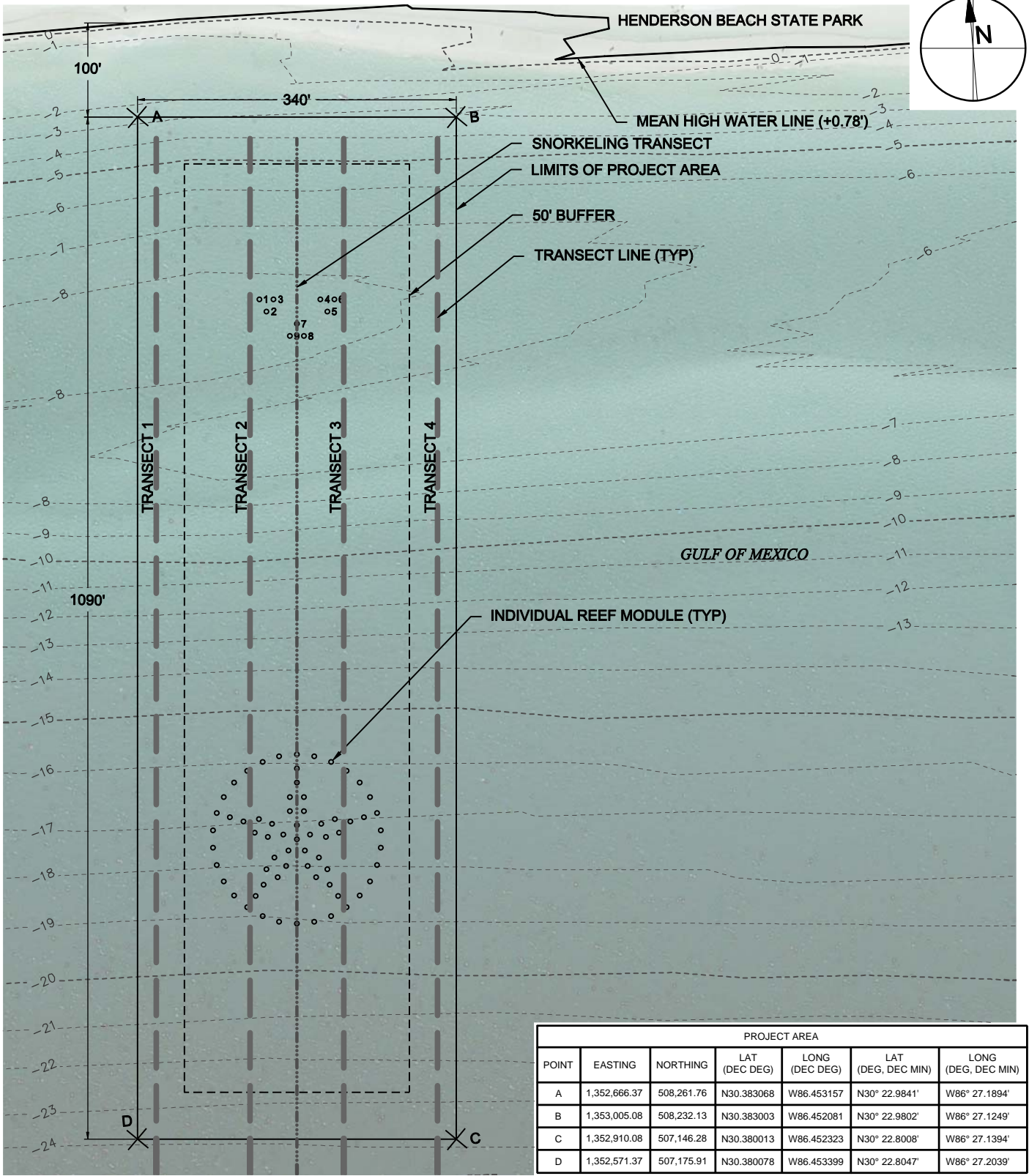
SEAL

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ENG _____ DATE _____

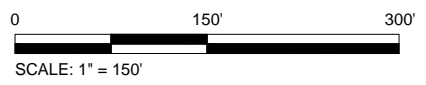
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

ANTON_X:\IS\PROJECTS\C2014-058 OKA SNORKEL REEF\PERMIT\BOTTOMSURVEY\C2014-058-P-REEF\PLANS BOTTOM SURVEY.DWG 10/27/2014 9:54:09 AM



PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,352,666.37	508,261.76	N30.383068	W86.453157	N30° 22.9841'	W86° 27.1894'
B	1,353,005.08	508,232.13	N30.383003	W86.452081	N30° 22.9802'	W86° 27.1249'
C	1,352,910.08	507,146.28	N30.380013	W86.452323	N30° 22.8008'	W86° 27.1394'
D	1,352,571.37	507,175.91	N30.380078	W86.453399	N30° 22.8047'	W86° 27.2039'

NOTES:
 AERIAL: GOOGLE EARTH, 2013
 SURVEY: MORGAN & EKLUND, JULY 2014
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET



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FIGURE 5
 HENDERSON BEACH STATE PARK SNORKEL REEF
 OKALOOSA SNORKEL REEFS BOTTOM SURVEY
 OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-058	DRAWN BY	AF	SHEET	5 of 7	DATE	OCT 2014
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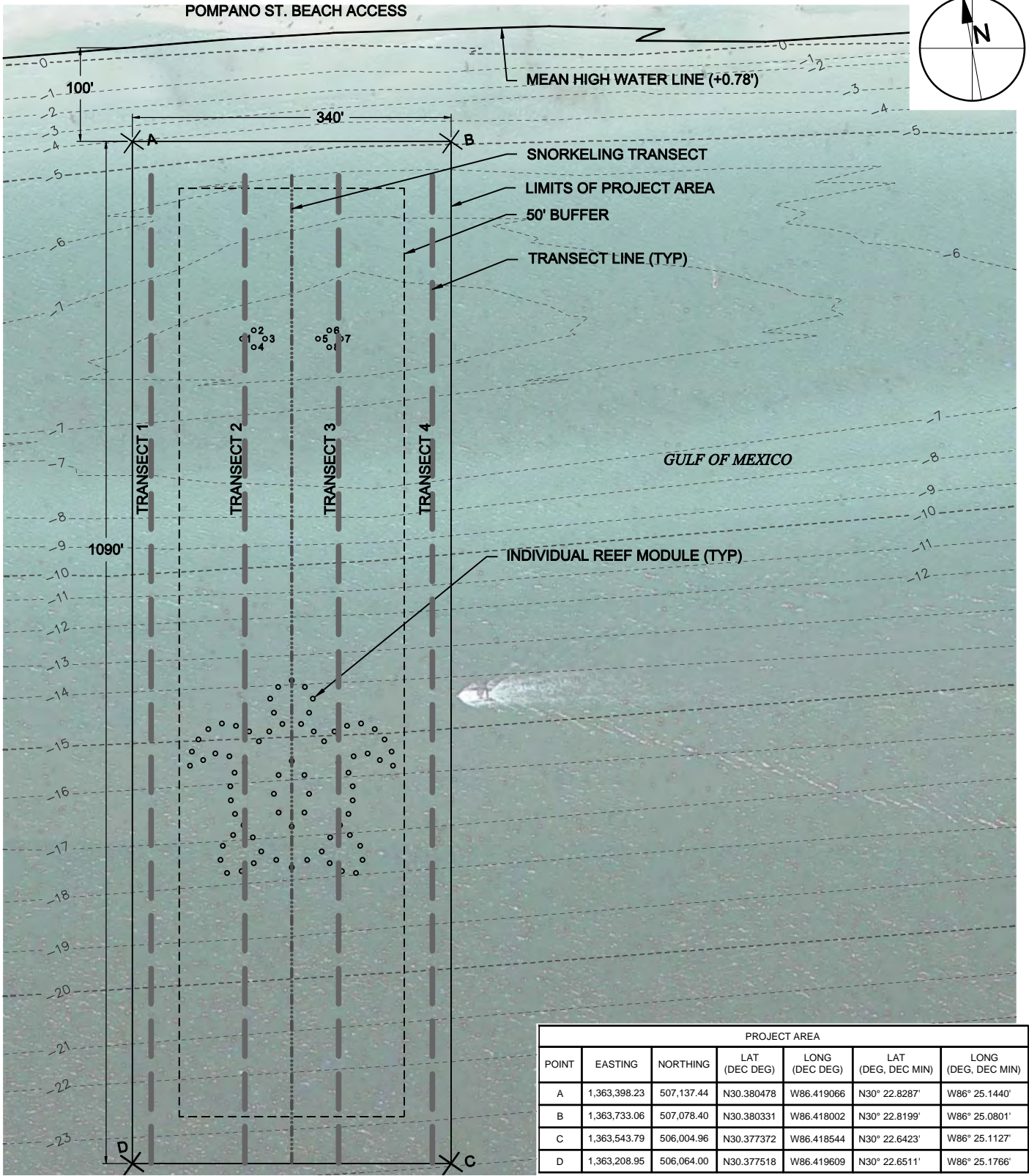
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ENG _____ DATE _____

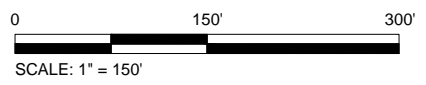
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

ANTON X:\IS\PROJECTS\C2014-058 OKA SNORKEL REEF\PERMIT\BOTTOMSURVEY\C2014-058-P-REEF\PLANS BOTTOM SURVEY.DWG 10/27/2014 9:54:24 AM



PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,363,398.23	507,137.44	N30.380478	W86.419066	N30° 22.8287'	W86° 25.1440'
B	1,363,733.06	507,078.40	N30.380331	W86.418002	N30° 22.8199'	W86° 25.0801'
C	1,363,543.79	506,004.96	N30.377372	W86.418544	N30° 22.6423'	W86° 25.1127'
D	1,363,208.95	506,064.00	N30.377518	W86.419609	N30° 22.6511'	W86° 25.1766'

NOTES:
 AERIAL: GOOGLE EARTH, 2013
 SURVEY: MORGAN & EKLUND, JULY 2014
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET



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FIGURE 6
 POMPANO ST SNORKEL REEF
 OKALOOSA SNORKEL REEF'S BOTTOM SURVEY
 OKALOOSA COUNTY, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2014-058	AF	6 of 7	OCT 2014

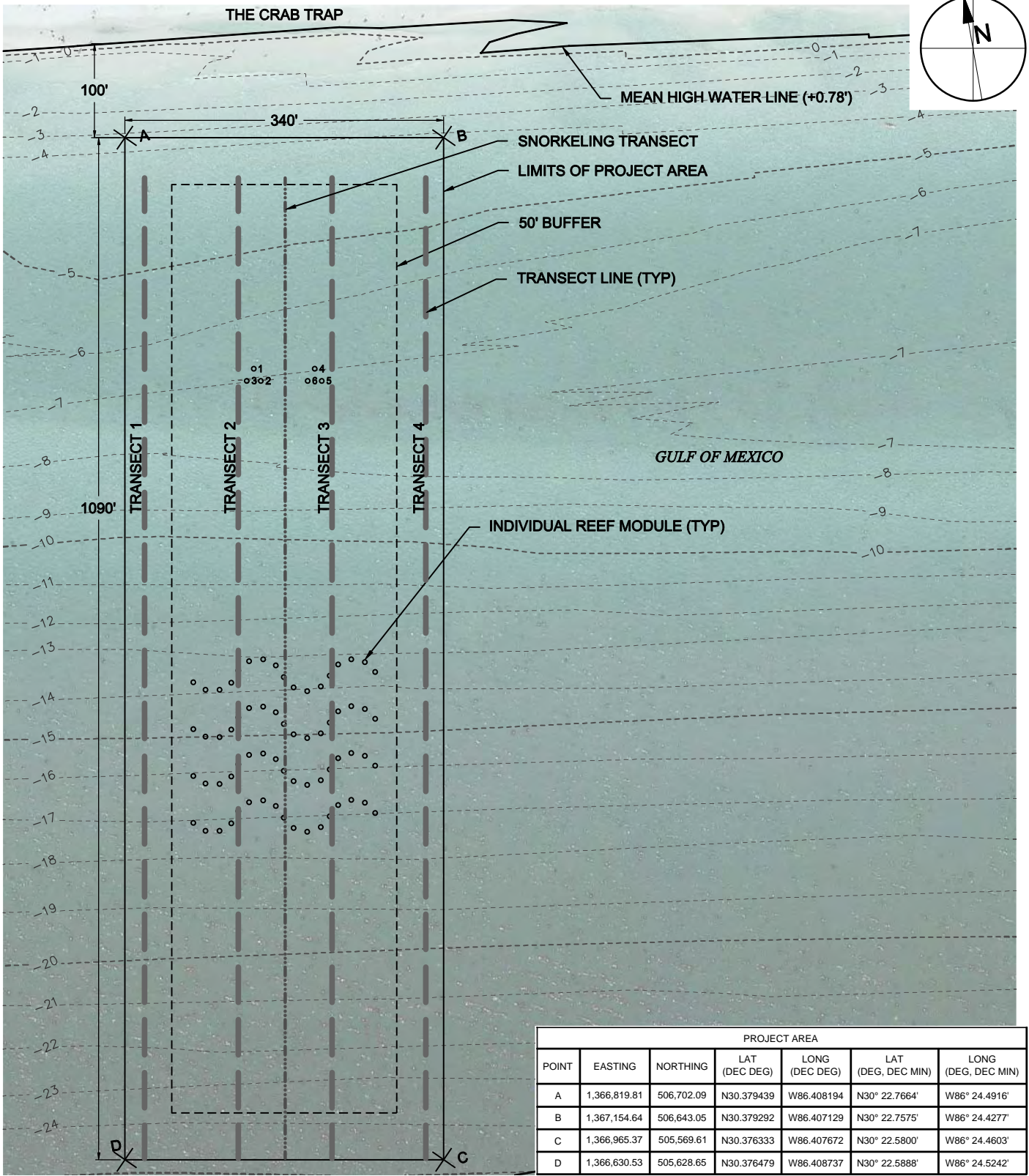
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ENG _____ DATE _____

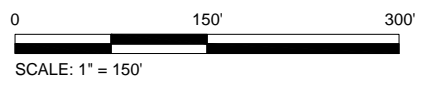
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

ANTON_X:\S\PROJECTS\C2014-058 OKA SNORKEL REEF\PERMIT\BOTTOMSURVEY\C2014-058-P-REEF\PLANS BOTTOM SURVEY.DWG 10/27/2014 9:54:44 AM



PROJECT AREA						
POINT	EASTING	NORTHING	LAT (DEC DEG)	LONG (DEC DEG)	LAT (DEG, DEC MIN)	LONG (DEG, DEC MIN)
A	1,366,819.81	506,702.09	N30.379439	W86.408194	N30° 22.7664'	W86° 24.4916'
B	1,367,154.64	506,643.05	N30.379292	W86.407129	N30° 22.7575'	W86° 24.4277'
C	1,366,965.37	505,569.61	N30.376333	W86.407672	N30° 22.5800'	W86° 24.4603'
D	1,366,630.53	505,628.65	N30.376479	W86.408737	N30° 22.5888'	W86° 24.5242'

NOTES:
 AERIAL: GOOGLE EARTH, 2013
 SURVEY: MORGAN & EKLUND, JULY 2014
 HORIZONTAL DATUM: NAD 83 STATE PLANE FLORIDA NORTH, FEET
 VERTICAL DATUM: NAVD 88, FEET



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FIGURE 7
 THE CRAB TRAP SNORKEL REEF
 OKALOOSA SNORKEL REEFS BOTTOM SURVEY
 OKALOOSA COUNTY, FLORIDA

PROJECT	DRAWN BY	SHEET	DATE
C2014-058	AF	7 of 7	OCT 2014

SEAL

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ENG _____ DATE _____

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

APPENDIX A

**Bottom Survey Photographs
Photographs taken July 17, 2014**



Figure A.1 Representative bottom conditions at proposed Beach Access #6 Snorkel Reef

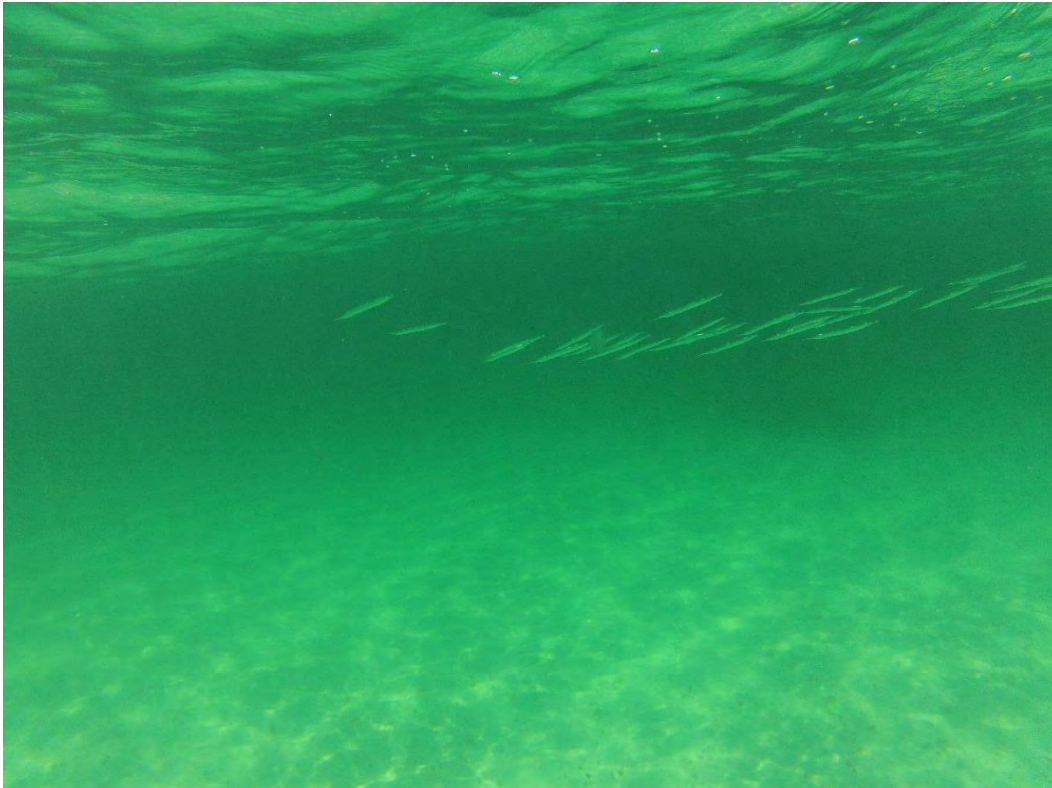


Figure A.2 Representative bottom conditions at proposed Beach Access #6 Snorkel Reef

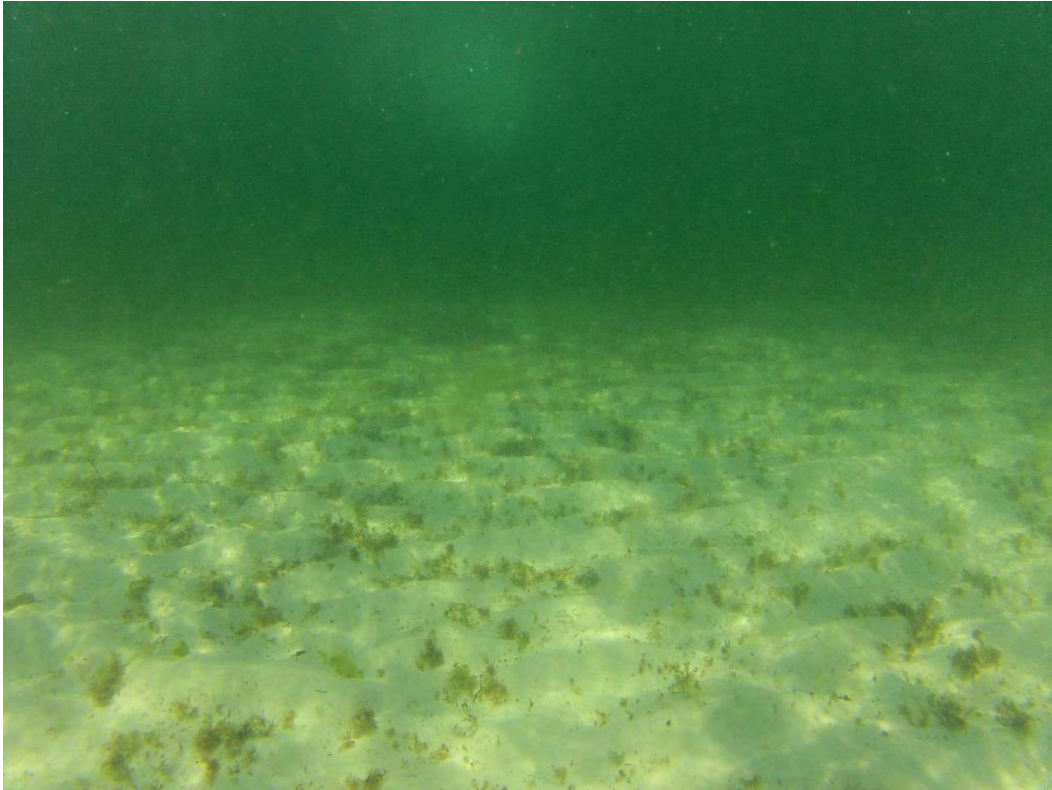


Figure A.3 Representative bottom conditions at proposed Beach Access #2 Snorkel Reef
(Seaweed and “June Grass” evident)



Figure A.4 Representative bottom conditions at proposed Beach Access #2 Snorkel Reef

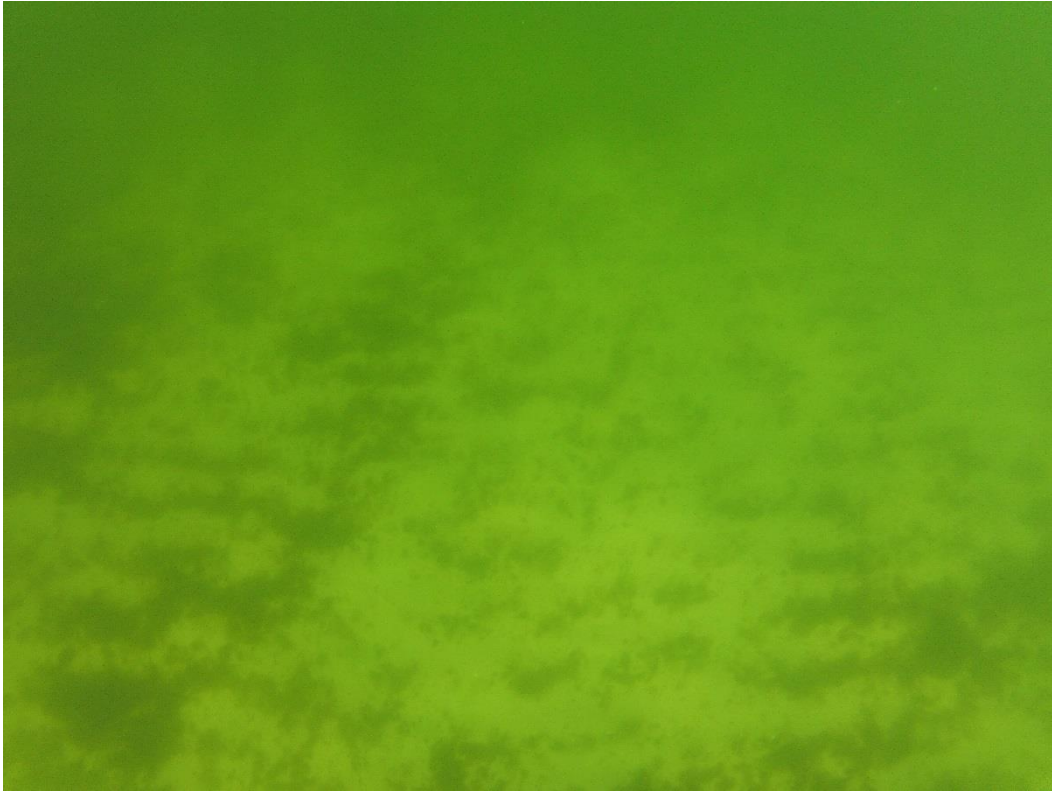


Figure A.5 Representative bottom conditions at proposed Beasley Park Snorkel Reef (Seaweed and “June Grass” evident)



Figure A.6 Representative bottom conditions at proposed Beasley Park Snorkel Reef



Figure A.7 Representative bottom conditions at proposed Henderson Beach State Park Snorkel Reef (“June Grass” evident)



Figure A.8 Representative bottom conditions at proposed Henderson Beach State Park Snorkel Reef



Figure A.9 Representative bottom conditions at proposed Henderson Beach State Park Snorkel Reef



Figure A.10 Representative bottom conditions at proposed Pompano Street Beach Access Snorkel Reef



Figure A.11 Representative bottom conditions at proposed Pompano Street Beach Access Snorkel Reef ("June Grass" evident)



Figure A.12 Representative bottom conditions at proposed Pompano Street Beach Access Snorkel Reef (Seaweed and "June Grass" evident)



Figure A.13 Representative bottom conditions at proposed The Crab Trap Snorkel Reef
("June Grass" evident)

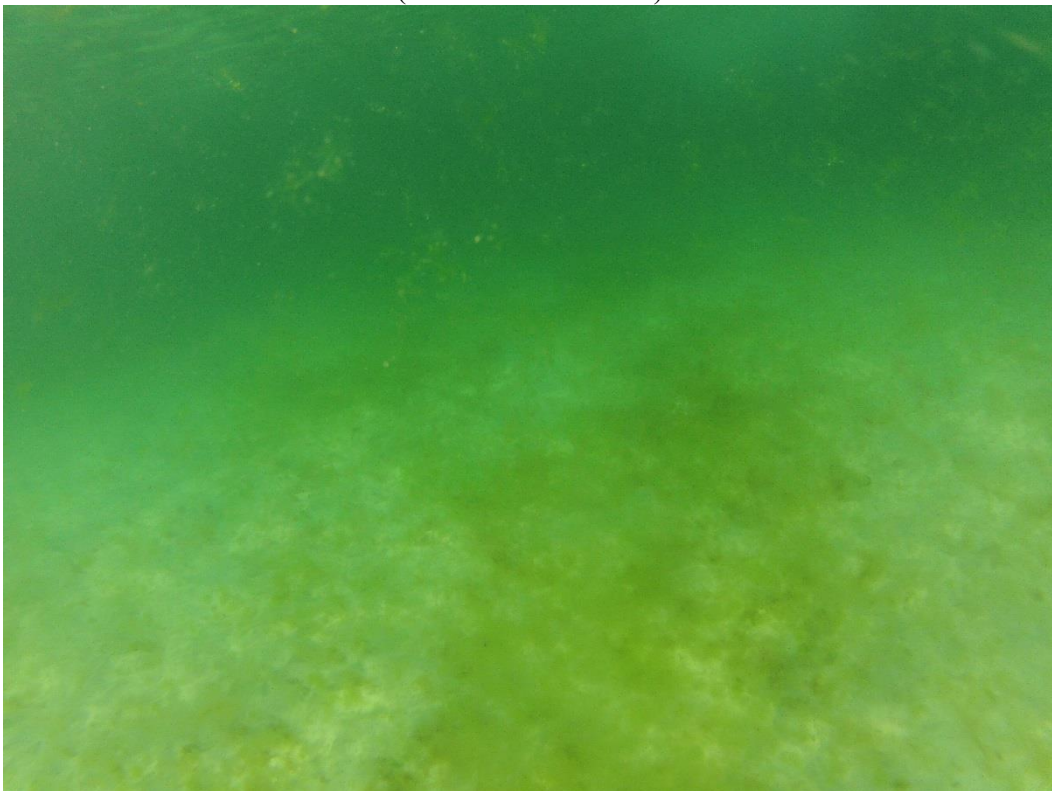


Figure A.14 Representative bottom conditions at proposed The Crab Trap Snorkel Reef
("June Grass" evident)



Figure A.15 Representative bottom conditions at proposed The Crab Trap Snorkel Reef
("June Grass" evident)

APPENDIX B

Florida Master File Cultural Resources Search Results



This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

June 26, 2014



Duncan Greer
Taylor Engineering, Inc.
1221 Airport Drive, Suite 210
Destin, FL 32541
Phone: 850.460.7040
Email: dgreer@tayloengineering.com

In response to your inquiry of June 26, 2014, the Florida Master Site File lists seven previously recorded archaeological sites, eighteen surveys, two resource groups, one National Register listing, and eight standing structures found in the following location: **Beach Access #6**
A centroid at Longitude 86° 37.571'W and Latitude 30° 23.705'N (including a 1 mile radius buffer from project area as shown on the map included in the request) indicated on the corresponding map.

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Gabrielle McDonnell
Archaeological Data Analyst
Florida Master Site File
Gabrielle.McDonnell@DOS.MyFlorida.com



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June 26, 2014



Duncan Greer
Taylor Engineering, Inc.
1221 Airport Drive, Suite 210
Destin, FL 32541
Phone: 850.460.7040
Email: dgreer@tayloengineering.com

In response to your inquiry of June 26, 2014, the Florida Master Site File lists eleven previously recorded archaeological sites, thirty-one surveys, four resource groups, two National Register listings, one bridge, one cemetery, and seventy-eight standing structures found in the following location: **Beach Access #2 A centroid at Longitude 86° 36.469'W and Latitude 30° 23.636'N (including a 1 mile radius buffer from project area as shown on the map included in the request) indicated on the corresponding map.**

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
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Sincerely,

Gabrielle McDonnell
Archaeological Data Analyst
Florida Master Site File
Gabrielle.McDonnell@DOS.MyFlorida.com





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June 26, 2014



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Taylor Engineering, Inc.
1221 Airport Drive, Suite 210
Destin, FL 32541
Phone: 850.460.7040
Email: dgreer@tayloengineering.com

In response to your inquiry of June 26, 2014, the Florida Master Site File lists three previously recorded archaeological sites, eighteen surveys, and one standing structure found in the following location:

John Beasley Park

A centroid at Longitude 86° 35.126'W and Latitude 30° 23.477'N (including a 1 mile radius buffer from project area as shown on the map included in the request) indicated on the corresponding map.

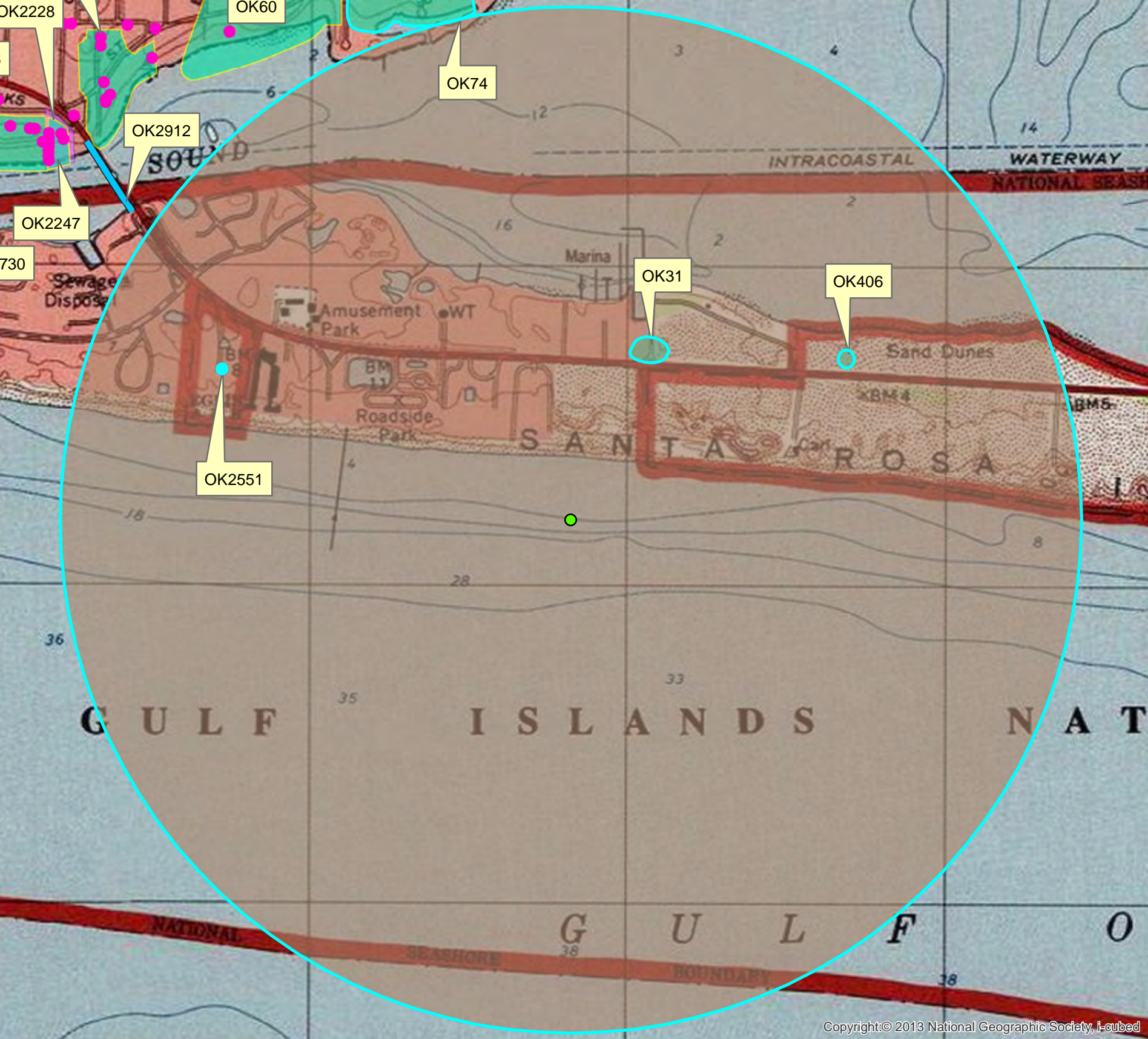
When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
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Sincerely,

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Archaeological Data Analyst
Florida Master Site File
Gabrielle.McDonnell@DOS.MyFlorida.com





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June 26, 2014



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Taylor Engineering, Inc.
1221 Airport Road, Suite 210
Destin, FL 32541
Phone: 850.460.7040
Email: dgreer@Taylorengeering.com

In response to your inquiry of June 26, 2014, the Florida Master Site File lists no previously recorded cultural resources found in the following location:

The Henderson Beach State Park Site with a centroid at Longitude 86° 27.146'W and Latitude 30° 22.874'N, (including a 1 mile radius buffer from project area as shown on the map included in the request) indicated on the corresponding map.

When interpreting the results of our search, please consider the following information:

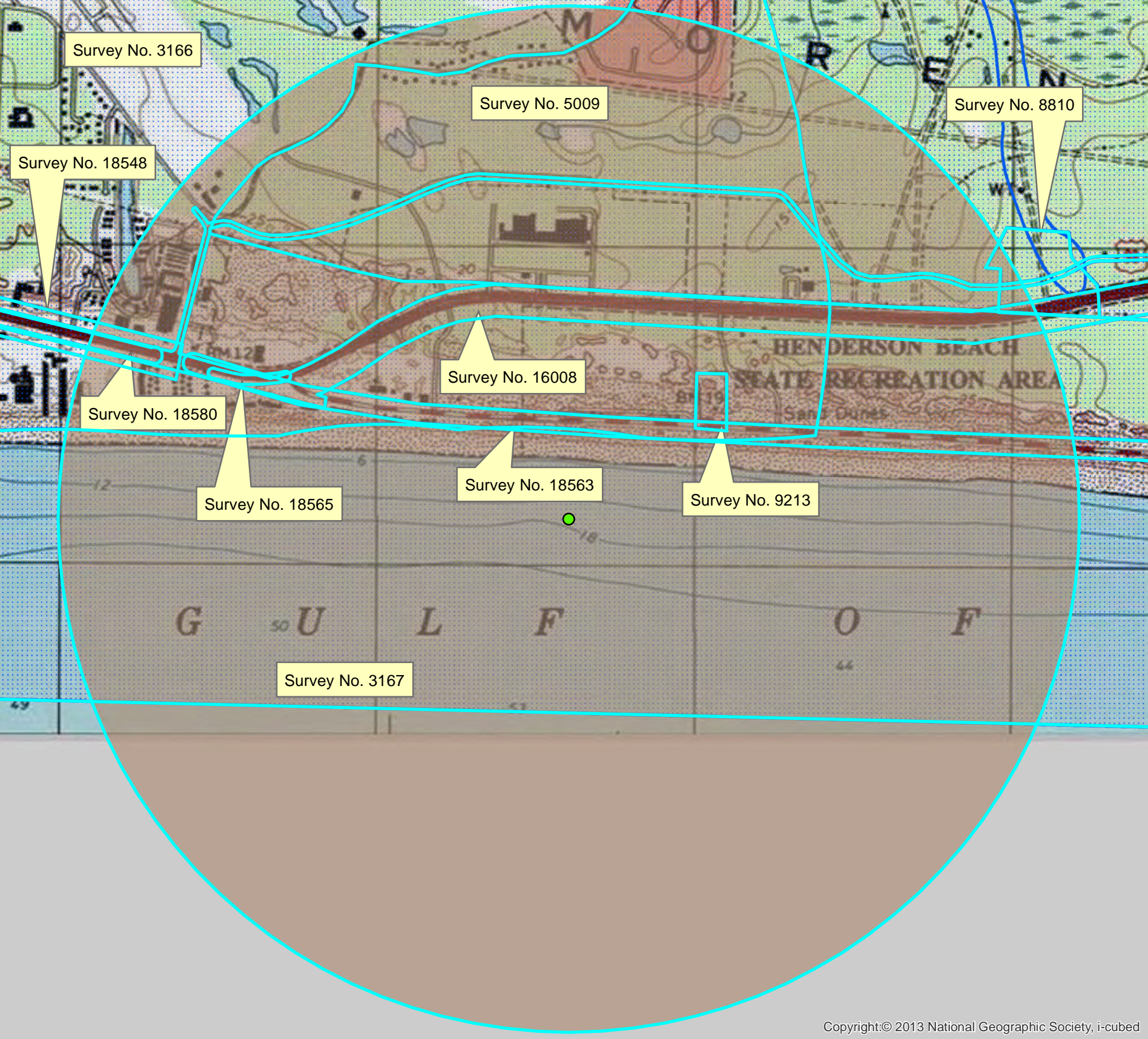
- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
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Sincerely,

Gabrielle McDonnell
Archaeological Data Analyst
Florida Master Site File
Gabrielle.McDonnell@DOS.MyFlorida.com

500 South Bronough Street • Tallahassee, FL 32399-0250 • www.flheritage.com/preservation/sitefile
850.245.6440 ph | 850.245.6439 fax | SiteFile@dos.state.fl.us



Survey No. 3166

Survey No. 5009

Survey No. 8810

Survey No. 18548

Survey No. 18580

Survey No. 16008

Survey No. 18565

Survey No. 18563

Survey No. 9213

Survey No. 3167



This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

June 26, 2014



Duncan Greer
Taylor Engineering, Inc.
1221 Airport Road, Suite 210
Destin, FL 32541
Phone: 850.460.7040
Email: dgreer@Taylorengeering.com

In response to your inquiry of June 26, 2014, the Florida Master Site File lists no previously recorded cultural resources found in the following location:

The Pompano St Beach Access Site with a centroid at Longitude 86° 25.120'W and Latitude 30° 22.732'N, (including a 1 mile radius buffer from project area as shown on the map included in the request) indicated on the corresponding map.

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
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Sincerely,

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Archaeological Data Analyst
Florida Master Site File
Gabrielle.McDonnell@DOS.MyFlorida.com

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850.245.6440 ph | 850.245.6439 fax | SiteFile@dos.state.fl.us

810

Survey No. 5009

Survey No. 16008

Survey No. 18563

Survey No. 3167





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June 26, 2014



Duncan Greer
Taylor Engineering, Inc.
1221 Airport Road, Suite 210
Destin, FL 32541
Phone: 850.460.7040
Email: dgreer@Taylorengeering.com

In response to your inquiry of June 26, 2014, the Florida Master Site File lists no previously recorded cultural resources found in the following location:

The Crab Trap Site with a centroid at Longitude 86° 24.452'W and Latitude 30° 22.673'N, (including a 1 mile radius buffer from project area as shown on the map included in the request) indicated on the corresponding map.

When interpreting the results of our search, please consider the following information:

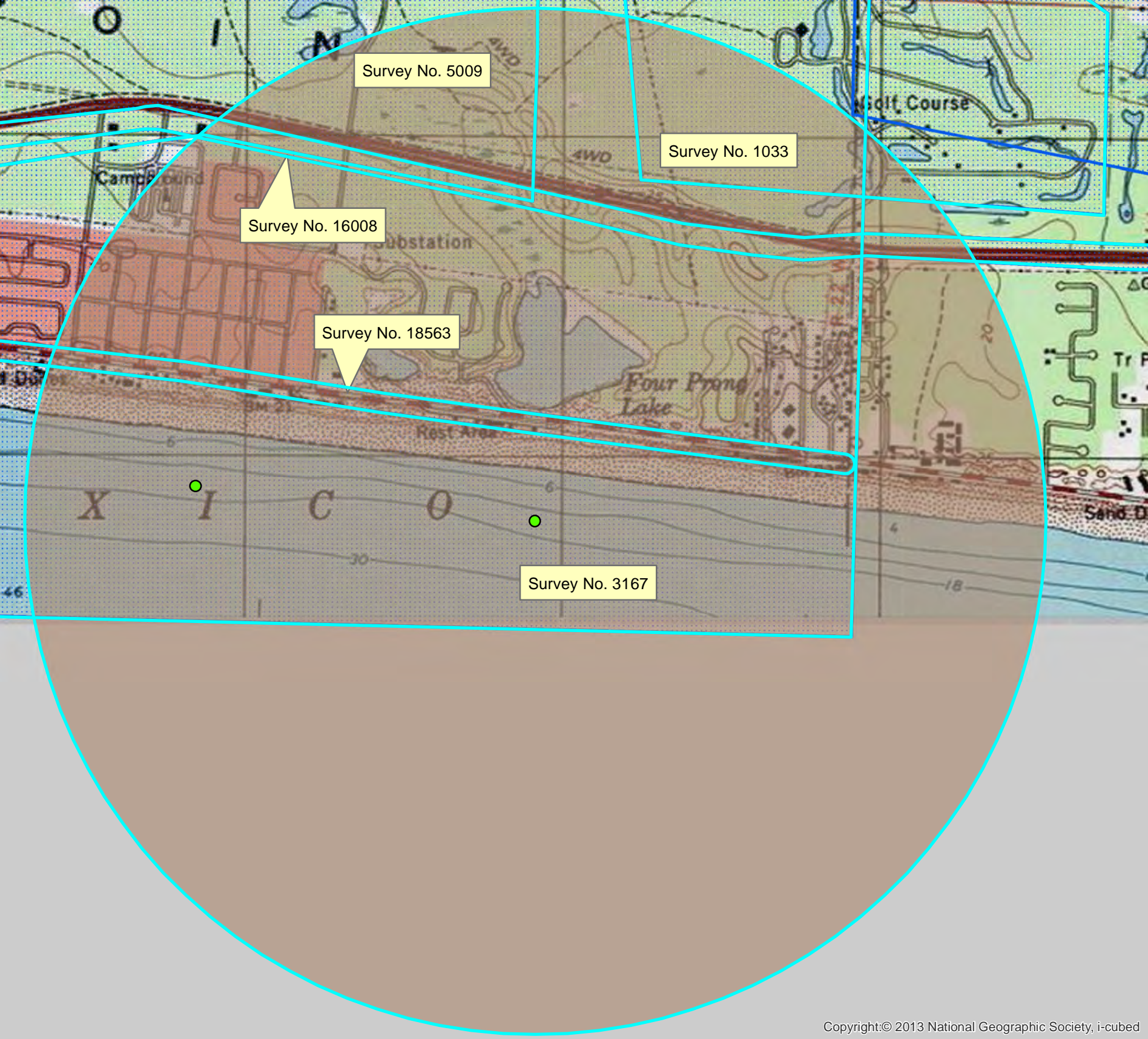
- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
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500 South Bronough Street • Tallahassee, FL 32399-0250 • www.flheritage.com/preservation/sitefile
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Survey No. 5009

Survey No. 1033

Survey No. 16008

Survey No. 18563

Survey No. 3167

Golf Course

Campground

Substation

Four Prong Lake

Rest Area

X I C O

Sand D.



TECHNICAL SPECIFICATIONS FOR THE OKALOOSA COUNTY NEARSHORE ARTIFICIAL REEF CONSTRUCTION PROJECT

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 SCOPE OF WORK

- A. Okaloosa County proposes to create a nearshore artificial reef network consisting of eight (8) individual nearshore artificial reef sites. The nearshore artificial reef sites are located offshore of public parks within Okaloosa County and each site shall contain a varying number of pile-supported reef units. The Construction Drawings show the overall permitted reef areas, proposed number of pile-supported reef modules to be placed within each individual reef area, and proposed reef module locations. The County constructed the first phase of the project April 2019 which included the following four artificial reef sites: Beach Access #4, Beasley Park, Henderson Park East, and Crab Trap. The proposed project includes constructing the remaining 4 reefs sites: Beach Access #6, Beach Access #2, Henderson Park West, and Pompano Street.
- B. The prefabricated materials used to construct the reef shall consist of clean, durable concrete disks, mounted on a composite, concrete, or other non-leaching piling material. The concrete disks shall contain sufficient reinforcement to withstand the anticipated coastal conditions of the reef area (e.g., wave and current loadings); include rock or shell embedment for increased surface area and marine organism colonization; be separated a minimum of four (4) inches between disks; and, be mounted rigidly to the piling to ensure the disks do not slide or move on the mounting piling. The project requires all phases of construction, including but not limited to, the manufacturing of the proposed reef units, transport to the proposed deployment area (e.g., transporting the proposed units to a waterside loading area, transferring the units to an appropriate offshore conveyance [e.g. barge], and offshore transport), and deployment within the specified artificial reef site, in the orientation shown in the Construction Drawings, and in accordance with the contract documents. Failure to comply with any of the contract documents and requirements or addendums may constitute immediate termination of this contract.



1.3 DEFINITIONS

- A. Contract Documents: Technical Specifications and its attachments, Permits and other regulatory authorizations, Construction Plans, Contract, General Conditions, Supplemental General Conditions, Bid Proposal, Written Amendments, Addenda, Change Orders, Work Orders, Work Supplements and any other documents or required Contractor Submittals related to the work.
- B. Plans/Construction Plans: Any drawings as specified in the Contract Documents. The term “Plans” is synonymous with the term “Construction Plans” and the term “Construction Drawings” or “Drawings”.
- C. Artificial Reef Materials: For the purposes of this project, the term “artificial reef material” or “reef material” refers to clean pile-supported, prefabricated modules consisting of clean, durable concrete, mounted on a composite, concrete, or other non-leaching piling which shall be reviewed and accepted by the Owner, Engineer, and the Florida Fish and Wildlife Conservation Commission (FWC) prior to deployment. Proposed reef materials shall be in accordance with these Specifications and Contract Documents.
- D. Prefabricated Modules: Structures specifically designed and built for use as artificial reefs and which meet the environmental safety, durability, and stability requirements of F.A.C. Rule Chapter 68E-9 as well as provide complexity and texture which are suitable as habitat for fishes and for colonization by encrusting marine organisms. For the purposes of this project, the term “prefabricated module” or “reef module” refers to clean pile-supported, prefabricated modules consisting of clean, durable concrete, mounted on a composite, concrete, or other non-leaching piling which shall be reviewed and accepted by the Owner, Engineer, and the Florida Fish and Wildlife Conservation Commission (FWC) prior to deployment.
- E. Mobilization: The deployment by the Contractor of such equipment and material as is necessary to perform the work as detailed in the Contract Documents and in compliance with State, Federal and local laws and regulations.
- F. Demobilization: The removal of all equipment and material associated with this Contract from the staging location(s) and work areas and doing so in a manner which leaves the staging site(s) and work areas in the original condition or in a condition acceptable to the Owner.
- G. Artificial Reef Area: An area of seafloor for which the County holds a permit to place artificial reef materials. An Artificial Reef Area is typically referred on a NOAA nautical chart as a “Fish Haven.” An artificial reef area may contain a single or multiple artificial reef sites, patch reefs, or deployments within the area. For this project, the term “Artificial Reef Area” is synonymous with the term “Artificial Reef Site,” and the eight (8) permitted artificial reef areas are approximately 1,090-ft x 340-ft or 590-ft x 200-ft areas (north-south length x east-west width). Specific coordinates of the reef area boundaries and proposed reef modules are provided within the Construction Drawings. Each reef site contains a varying number of artificial reef modules and the Contractor shall install the total number of modules as shown within the Construction Drawings within each of the reef areas unless otherwise directed by the Owner or Engineer.
- H. Environmental Damage and/or Pollution: The presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, historical and/or recreational purposes. The control of environmental pollution and damage requires consideration of air, water, land, biological, and cultural resources and includes management of construction activities, visual aesthetics, noise, solid waste, and radiant energy, as well as other pollutants. Pollutants include, but are not limited to, fuel and other hydrocarbons such as hydraulic fluid, paints and solvents; bilge water; solid wastes; and noise.
- I. Owner: The Owner for this project is the Okaloosa County Board of County Commissioners. The term “County” is synonymous with the term Owner.



- J. Engineer: The Owner's representative responsible for construction administration.

1.4 SUBMITTALS

The following shall be submitted to the Owner and Engineer:

- A. Letter of Understanding: The Contractor shall submit a letter of understanding confirming that they have read, understand, and will abide by all terms and conditions of the Contract and all of the permits, easements and any applicable ordinances, statutes, laws, rules, regulations and standards (i.e., OSHA, FDOT, USCG, etc.) which may affect the Work and that they shall take responsibility for ensuring that their subcontractors have the same understanding and agree to abide by the same terms and conditions.
- B. Permits, Licenses, Certifications, and Approvals: The Contractor shall submit to the Owner copies of any additional permits, licenses, certifications, and approvals required for the proposed work. (See Section 3)
- C. Environmental Protection Letter of Understanding: Within ten (10) calendar days of receiving the Notice to Proceed, the Contractor shall submit an Environmental Protection Letter of as outlined in Section 4. The letter shall also include a statement acknowledging that the Contractor, including all of its personnel and subcontractors, is responsible for environmental protection.
- D. Quality Control (QC) Certification Letter: Within ten (10) calendar days of receiving the Notice of Award, the Contractor will submit the Contractor Quality Control (CQC) Certification Letter for review by the Owner's Representative. The letter must state that the Contractor maintains a CQC system or plan that defines all information outlined in Section 5. The letter will state the designated QA/QC officers (See Section 5).
- E. Safety Certification Letter: The Contractor shall submit to the Owner and Engineer a Certification Letter stating that the Contractor will maintain a plan for all safety and inspection procedures as outlined in Section 6. The letter shall designate personnel responsible for supervising accident prevention activities and insuring compliance with safety measures.
- F. Deployment Plan: As part of the bid package, the Contractor shall submit to the Owner and Engineer a detailed Deployment Plan for the artificial reef construction project. The plan shall include a detailed construction schedule (including all work from manufacturing through final deployment and demobilization); description of manufacturing processes; staging areas; a list of all work force and equipment (for handling, transport, and deployment operations); a detailed work plan describing how the materials will be manufactured, loaded, transported and deployed (including proposed transport routes, loading/deployment equipment, and deployment procedures); and the qualifications of supervisor(s). The qualifications shall provide a detailed description of the Contractor's experience and understanding of prefabricated module manufacturing and artificial reef deployment and include a list of similar artificial reef deployments within the last 5 years. The Contractor shall also provide with the Deployment Plan documentation of any additional required permits, licenses, authorizations, etc. that may be required for reef material fabrication or offshore transport equipment (See Section 8).
- G. Notice of Commencement: The Contractor shall notify the Engineer at least 21 days before initiating the work, including mobilization, staging, module fabrication, and/or other field work.
- H. Pre-deployment Notifications: The Contractor shall notify the Engineer at least 7 days prior to project mobilization, commencement of material loading and transport, and commencement of material deployment offshore.
- I. Artificial Reef Cargo Manifest: The Contractor shall submit the required *Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification Form* to the U.S. Army Corps of Engineers (USACE), the FWC, and the Engineer at least 14 days prior to material transport or deployment as required by the Department of the Army permit (See Section 8 and Permits within Appendix A and B).



- J. Notice of Completion: The Contractor shall notify the Engineer at least 7 days before the scheduled completion.
- K. Post-Deployment Placement Report and As-Built Drawing: The Contractor shall submit the required *Florida Artificial Reef Materials Placement Report and Post-Deployment Notification Form* to the USACE, FWC, and the Engineer within 7 days of completing the individual reef site deployments. The Contractor shall also provide a certification letter and as-built drawing(s) of the constructed artificial reef site(s) in accordance with Section 8.



PART 2 - EXECUTION

2.1 GENERAL

A. Schedule

The Contractor shall not commence work until receiving a written Notice to Proceed from the Owner. The Contractor shall complete all construction activity by the date specified in the County's contract agreement.

Work is permitted seven (7) days a week during daylight hours only (sunrise to sunset).

B. Notifications

1. Pre-Deployment Notifications

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

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

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

2. Post-Deployment Notifications and Certification

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

3. Additional Notifications

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

C. Work

The Contractor shall manufacture, load, and transport artificial reef materials accepted by the Owner, Engineer, and FWC to a waterside loading area proposed by the Contractor, load the material on suitable offshore conveyance(s), and deploy the materials within the permitted reef area at the deployment site(s) specified in the Construction Drawings, Specifications, and Contract Documents. The Contractor shall field-verify the specific locations of the work and obtain Owner or Engineer acceptance prior to the transport or deployment of artificial reef materials or any related work components. The Owner and Engineer reserve the right to suspend the work at any time when the location, layout, or equipment utilized by the Contractor is not sufficient to perform the work. The Contractor shall follow the Specifications and Construction Documents to define features of the work and document completed work areas.



2.2 WORK AREAS AND ACCESS

A. Manufacturing Yard and Staging Areas

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

As necessary, the Contractor shall maintain their manufacturing, stockpile and/or staging area in a neat and orderly fashion and minimize the area utilized for staging and/or equipment storage. The Contractor will be responsible for cleaning and restoring any proposed staging areas not owned by the Contractor to pre-construction conditions. The Contractor shall be responsible for any damage to existing vegetation, infrastructure, private and public property, and staging, work, and access areas not owned by the Contractor. The Contractor shall repair any damage to public or private property resulting from the Contractor's operations at no cost to the Owner or Engineer. The Contractor will not be permitted to store construction equipment or materials within Okaloosa County property unless approved otherwise by the Owner and individual property owners. The Contractor is responsible for the collection and removal of any debris and litter associated with the work. The Deployment Plan submitted by the Contractor shall describe the proposed use of staging areas including equipment/materials to be used, schedule, storage areas, haul/access routes, etc.

B. Waterside Loading Areas

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

The Contractor shall provide information necessary to accurately describe the proposed waterside staging area and related work (e.g., location, haul routes, use agreements, etc.) in the Deployment Plan for Engineer and Owner review and acceptance. The Engineer and Owner shall review the proposed waterside staging area and Deployment Plan prior to the commencement of any construction activities.

C. Access and Haul Routes

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

D. Work Area

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



PART 3 - PERMITS, LICENSES, CERTIFICATIONS, AND APPROVALS

3.1 Regulatory Authorizations

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

Reef Area	FDEP Permit Number	FDEP Permit Expiration Date	DOA Permit Number	DOA Permit Expiration Date
Beach Access #6	0330622-002-EG/46	1/10/2025	SAJ-2014-03328 (SP-SWA)	6/8/2022
Beach Access #4	0314207-002-EG	6/6/2022	SAJ-2012-02734 (SP-SWA)	4/9/2019
Beach Access #2	0330615-002-EG/46	1/10/2025	SAJ-2014-03328 (SP-SWA)	6/8/2022
Beasley Park	46-0330366-001-EG	11/14/2019	SAJ-2014-03328 (SP-SWA)	6/8/2022
Henderson Park (West)	0330620-002-EG/46	1/10/2025	SAJ-2014-03328 (SP-SWA)	6/8/2022
Henderson Park (East)	311243-002-EG	6/6/2022	SAJ-2012-01104 (SP-SWA)	4/9/2019
Pompano Street	0330616-002-EG/46	1/10/2025	SAJ-2014-03328 (SP-SWA)	6/8/2022
Crab Trap	46-0330621-001-EG	11/14/2019	SAJ-2014-03328 (SP-SWA)	6/8/2022

3.2 Compliance

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



Contractor shall be solely responsible for ensuring their personnel and subcontractors are informed of any modifications to any such applicable permits, ordinances, statutes, laws, rules or regulations.

3.3 Non-Compliance

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



PART 4 - ENVIRONMENTAL PROTECTION

4.1 GENERAL

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

4.2 PERMITS AND AUTHORIZATIONS

The Contractor shall comply with all environmental permits and authorizations obtained by the Contractor or the Owner. Specifically, the Contractor is responsible for complying with all threatened and endangered species protection requirements and all other environmental protection requirements specified in the FDEP and DOA Permits listed in Section 3 above, and all documents referenced in these permits (a copy of the FDEP and DOA permits is provided in Appendix A and B). The Contractor is also responsible for complying with all other permits and authorizations obtained by the Contractor. The regulations, requirements, and conditions of all Federal, State, and local environmental permits and authorizations, obtained by Owner or Contractor, are considered a part of the contract and shall be complied with by the Contractor and all subcontractors. The Contractor shall be responsible for ensuring that all Contractor personnel and subcontractors are all familiar with these and any other applicable permits, including referenced documents, their potential impact on the proposed work, and the measures needed to maintain compliance with these permits and authorizations. The Contractor will be responsible for all fines and fees associated with not obtaining the proper permits or authorizations, not following the permit conditions, and improper documentation or reporting required by regulatory authorities.

4.3 QUALITY CONTROL

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

4.4 ENDANGERED SPECIES PROTECTION

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

Any collisions with a sea turtle, manatee, gulf sturgeon, or other protected species, or sighting of any injured or incapacitated animal will be reported immediately to the Owner, Engineer and all other organizations/individuals as required by regulatory authorizations. The Contractor will be required to abide by and implement all safeguards, reporting criteria, special operating conditions, lighting requirements, and other measures required by State and Federal permits to protect endangered species potentially occurring within and adjacent to the project limits during the entire period of construction.



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

4.5 ENVIRONMENTAL PROTECTION CERTIFICATION LETTER

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

4.6 NOTIFICATION

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

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

4.7 REEF MATERIAL PROTECTION

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

4.8 PROTECTION OF ENVIRONMENTAL RESOURCES

A. General

It is intended that the land and water resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in the present condition or be restored, after completion of construction, to a natural condition that will not detract from the appearance of the project.



As much as possible, the Contractor will confine his construction activities to areas defined by the plans and specifications.

B. Work Area Limits

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

C. Disposal of Wastes

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

D. Dispensing of Fuel

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

E. Disposal of Chemical Wastes

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

F. Disposal of Discarded Materials

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

4.9 PROTECTION OF WATER RESOURCES

A. General

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

B. Marine and Estuarine Resources

The Contractor shall avoid impacts to any protected species and marine resources such as existing artificial and natural reefs, seagrasses, and marsh habitat within Pensacola Bay, Choctawhatchee Bay, the Gulf of Mexico and connected waterbodies. Construction shall be limited to daylight hours only. Care shall be taken to avoid impacts to reefs, oysters, seagrasses, marsh, and any other resources or habitat



in shallow marine or estuarine waters. All personnel should be advised there are civil and criminal penalties for damaging natural resources.

C. Navigation

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

D. Washing and Curing Water

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

E. Oil Spill Prevention

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

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

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

F. Turbidity

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

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



G. Floating Debris

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

4.10 PROTECTION OF AIR RESOURCES

A. General

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

B. Noise

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

C. Air Pollution

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

4.11 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor will train his personnel in all phases of environmental protection. The training will include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities to ensure adequate and continuous environmental pollution control. Quality Control and supervisory personnel will be thoroughly trained in the proper use of monitoring devices and abatement equipment, and will be thoroughly knowledgeable of Federal, State, and local laws, regulations, and permits. Quality Control personnel will be identified in the Quality Control Certification Letter submitted in accordance with Section 5.

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

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



4.13 POST-CONSTRUCTION CLEANUP

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

4.14 PRESERVATION AND RESTORATION OF LANDSCAPE AND MARINE RESOURCE DAMAGES

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



PART 5 - QUALITY ASSURANCE AND QUALITY CONTROL

5.1 GENERAL

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

5.2 QUALITY CONTROL CERTIFICATION LETTER

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

5.3 CONTRACTOR QUALITY CONTROL SYSTEM

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

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

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



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

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

5.4 COORDINATION MEETING

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

5.5 NOTIFICATION OF NONCOMPLIANCE

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



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



PART 6 - SAFETY AND CONFLICTS

6.1 GENERAL

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

6.2 SAFETY CERTIFICATION LETTER

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

6.3 SAFETY

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



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

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

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

6.4 ACCIDENTS

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

6.5 TRAFFIC SAFETY

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

6.6 FDOT REGULATIONS

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

6.7 U.S. COAST GUARD REGULATIONS

- A. All personnel and equipment necessary to load, transport, and deploy artificial reef materials offshore (barges, tugs, support vessels, cranes, etc.) shall be in compliance with U.S. Coast Guard standards and any other applicable State or Federal regulations for safe offshore transport. All vessels and personnel shall be U.S. Coast Guard certified, and all ocean-going vessels (tugs, barges, etc.) shall be ABS certified (as required) with current certificates of inspection and be capable of working in at least two foot seas and other such wind, weather, and sea conditions typical to the northern Gulf of Mexico.



6.8 EXCLUSION OF THE PUBLIC

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

6.9 CONFLICTS

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



PART 7 - ARTIFICIAL REEF MATERIALS

7.1 GENERAL

All materials proposed for artificial reef deployment shall consist of pile-supported multi-media reef units (clean, reinforced concrete disks rigidly mounted to a composite non-leaching piling) with dimensions and physical characteristics described within these Technical Specifications and Contract Documents. Per the regulatory authorizations, the materials shall be free of soils, oils and greases, debris, litter, putrescible substances, and other pollutants. The materials shall be rigidly attached to a non-leaching piling and the piling shall be installed into the Gulf bottom a sufficient distance (via pile driving and/or jetting) to remain stable and withstand coastal conditions within the project area. The Contractor shall utilize only materials authorized by the Owner, Engineer, and FWC as shown on the Drawings.

7.2 AUTHORIZED REEF MATERIALS

- A. Contractor shall propose engineered prefabricated units (e.g. modules) that meet the requirements of the FDEP and DOA regulatory authorizations, and Chapter 62-330.600 of the Florida Administrative Code. This shall include washing modules to remove any loose dirt or debris and any other work necessary to ensure the material meets regulatory authorization requirements and inspection by the Owner, Engineer, regulatory agencies or their commenting agencies (e.g. U.S. Coast Guard, FWC, NOAA, etc.).
- B. The Owner, Engineer, and FWC shall inspect and review the proposed reef materials for regulatory authorization compliance and confirm the Contractor's proposed material is suitable for artificial reef deployment. The Contractor shall be responsible for ensuring the reef material remains suitable for deployment throughout the handling, loading and transport process. The Contractor shall ensure the materials remain free of soils, oils and greases, debris, litter, putrescible substances and other pollutants as required by regulatory authorizations. Should the materials become contaminated during the handling, loading, or transport process, the Contractor shall be responsible for cleaning the material to the satisfaction of the Owner or disposing of and replacing any contaminated units.
- C. All artificial reef materials shall be clean and free from asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances.
- D. Concrete disks must be composed of marine-grade concrete (i.e., concrete mixture designed for continued submergence in a marine environment) with a minimum strength of 4,000 pounds per square inch (psi) and cured for at least 14 days prior to deployment. Units shall also include rock or shell embedment for increased surface area and marine organism colonization.
- E. Steel products utilized as concrete reinforcement must have thickness of ¼ inch or greater. No steel products shall be allowed to protrude from the module or as part of the module structure.
- F. Prefabricated concrete units shall be engineered with reinforcing to ensure the units have sufficient strength to withstand all conditions associated with material deployment (e.g., lifting, stacking, deployment and long-term, submerged coastal forcings). No rebar, wire, or metal casing shall protrude beyond the surface of the units to prevent line entanglement and safety hazards to divers. Large diameter rebar, with both ends encased in concrete, eye bolts utilized as lifting lugs, or stainless steel bolts for disk/piling attachment(s) are acceptable.
- G. Units must be capable of being lowered to the seafloor in an upright, vertical position via embedded lifting lug, "A-frame," or similar apparatus. The lowering cable-to-unit connection must be remotely detached and returned to the surface once the module is mounted within the sea floor. All equipment (lifting lines, straps, shackles, hooks, ties, ropes, etc.) must be entirely removed from the placed unit following construction.



- H. Prior to deployment, the Contractor shall mark each module with a unique alpha-numeric identifier. The unique identifier will be used for tracking purposes during deployment operations and during post-deployment surveys and monitoring activities.
- I. The reef units must be designed to prevent safety hazards to divers and potential snags by fishing gear.
- J. The Contractor is not permitted to load or deploy any materials until reviewed, inspected, and authorized by the Owner, Engineer, and FWC. The Contractor shall not deploy any materials not listed on the materials inventory without authorization from the Owner and Engineer.
- K. There shall be no “white goods” (inoperative or discarded refrigerators, freezers, ranges, water heaters, washers and other similar domestic or commercial appliances), asphalt materials, tires, or other potentially polluting materials used in construction of the reef.

7.3 MINIMUM CHARACTERISTICS

- A. The Contractor shall only propose engineered, prefabricated modules meeting the minimum requirements below. The Contractor shall furnish the Owner, Engineer, and FWC with typical dimensions and a certified weight of the proposed units.
- B. Each proposed unit must have the following minimum characteristics:
 - 1. The diameter of each disk shall be 4 to 5 feet
 - 2. At least 4 inches of clear spacing between disks, but no greater than 8 inches of clear distance
 - 3. A certified weight greater than 500 lbs. per disk
 - 4. Minimum piling diameter of 10 inches
 - 5. Minimum piling embedment of 15 feet (from the surface of the Gulf bottom to the bottom tip of the piling)
 - 6. Concrete disks shall have embedded shell or rock, or a roughened concrete surface for increased surface area and marine organism colonization.

7.4 MATERIAL COMPOSITON

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

7.5 LIABILITY & RESPONSIBILITY FOR REEF MATERIALS

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



PART 8 - ARTIFICIAL REEF CONSTRUCTION

8.1 DEPLOYMENT PLAN

- A. The Contractor shall prepare a deployment plan for the artificial reef construction project. Within ten (10) calendar days of the Notice of Award, the Contractor will submit the Deployment Plan for review and acceptance by the Owner and Engineer. The plan shall include the construction schedule (including all work from module manufacturing through deployment and site demobilization); manufacturing methods; proposed work/staging areas; a list of all work force and equipment required for handling, transport, and deployment operations; deployment methodology describing how the materials will be loaded, transported and deployed; and the qualifications of supervisor(s). The qualifications shall provide a detailed description of the Contractor's experience, including a list of similar artificial reef deployments within the last 5 years, and understanding of artificial reef deployments. The Contractor's qualifications shall also reference specific experience with artificial reef manufacturing and construction (including loading, transport, and offshore deployment) utilizing engineered, prefabricated, pile-supported artificial reef units. The Contractor shall also provide with the deployment plan documentation of any additional required permits, licenses, authorizations, etc. that may be necessary to perform the work.
- B. The Deployment Plan will be reviewed and discussed at the Pre-Construction Conference. Owner and Engineer acceptance of the Deployment Plan shall be a required prerequisite to the start of construction. The Deployment Plan shall include the following:
1. **Work Progress Schedule:** A Work Progress Schedule shall be developed and provided to the Owner and Engineer showing the time allotted for each of the various tasks. The schedule shall show the various tasks of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract Period. The Schedule shall show the order and interdependence of tasks and the sequence in which the work is to be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each task can be readily measured. Each task shall show a beginning work date and duration. Tasks shall include procurement time for materials, plants and equipment, various tasks involved in mobilization/demobilization, and rate of operations (including anticipated daily volumes of material manufactured and/or deployed). Additional consideration shall be given to scheduling and coordination required for manufacturing and transport as well as potential weather delays. The list of tasks shall also include milestones when indicated by the Contract Documents.

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

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



4. Proposed Construction Methodology including a description of proposed methods for reef unit manufacturing, material hauling and staging, waterside loading, offshore deployment of materials at the reef site (including pre-deployment inspections, anchoring plan, buoy markers, communications, production rates/haul capacity, etc.) and any required staging and/or loading site restoration. Construction Methodology shall also consider reef module installation in a sequential manner that meets the required tolerances and design intent, while also avoids any impact or potential damage to previously installed modules.
5. Reef module configuration and spacing including alphanumeric identifiers on each module.
6. Exact quantity of reef units (modules) proposed for artificial reef deployment, individual reef unit weight(s) (lbs), measurements, and a total weight of the proposed deployment (tons).
7. Subcontractor list.

8.2 PRE-DEPLOYMENT NOTIFICATION

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

8.3 LOADING & TRANSPORTATION

- A. The Contractor shall provide all supervision, labor, and equipment necessary for loading reef construction materials from the Contractor's proposed manufacturing site to a proposed waterside loading area, loading the material on a suitable offshore conveyance, transporting the materials offshore to the reef construction site, and precise placement of the material to create artificial reefs. The Contractor shall maintain any and all necessary permits, licenses, and authorizations for transporting the materials from the existing staging area to the waterside loading area and to the offshore artificial reef site.
- B. The Contractor assumes all liability, risk of loss and responsibility for the safe handling, transportation, and storage of all artificial reef materials. The Contractor shall only load or transport materials that have been observed and authorized by the Owner, Engineer, and FWC. The Contractor shall not drop, push or handle material in such a manner that may damage or compromise the structural integrity of the material. The Contractor shall not load materials that do not meet the requirements within these specifications (clean materials, etc.).
- C. The Contractor shall propose material transport routes in the Deployment Plan. The Contractor shall adhere to proposed transport routes unless authorized by the Owner.



- D. The proposed material loading, handling and hauling operations shall be performed in such a manner as to minimize the work area footprint, reduce damage to upland property, and reduce the potential deterioration of existing access and haul routes.
- E. The Contractor shall coordinate material staging and loading as required to deploy the artificial reef units and configuration as proposed by the Contractor and accepted by the Engineer.
- F. The Contractor will provide sufficiently powered offshore conveyance (sea-worthy barge and towing vessel, etc.) personnel, and all necessary equipment to transport the material offshore and complete the deployment in accordance with the contract documents. The Contractor will allow the Owner or their designee to be onboard the material transport vessel or the Contractor shall provide a support vessel for the Owner or their designee during all offshore transport and deployment operations. The Contractor shall also provide offshore transport to and from the offshore transport vessel for the Owner (or designee) observation.
- G. All offshore conveyance equipment (barges, tugs, etc.), support vessels, and operators shall be licensed and approved by the U.S. Coast Guard and any other applicable regulatory authorities and maintain the necessary insurances for the work as required.
- H. The Contractor shall only load and transport a quantity of material that can be safely placed on the available offshore conveyance, unless the Contractor-proposed waterside loading area property owner approves stockpiling of materials at the waterside loading area. This requirement is intended to reduce additional material handling and eliminate the need for additional waterside staging areas (as applicable).
- I. Reef material loaded onto the upland and offshore transporting equipment (trucks, trailers, vessels, etc.) must be properly secured in compliance with the Florida Department of Transportation, U.S. Coast Guard, and any other applicable regulatory agency standards and regulations to allow for safe transport to the artificial reef construction site. The Contractor shall be responsible for removing any materials accidentally dropped along upland or offshore transport routes or accidentally dropped or deployed in State Waters outside of the proposed deployment site. The Contractor will not be reimbursed for any materials dropped or deployed outside of the proposed reef site and shall be responsible for any damages or costs (e.g., damage to private property or roadways) resulting from such occurrences.
- J. The Contractor shall complete and sign the FWC Artificial Reef Cargo Manifest and Pre-Deployment Notification Form (included within the DOA permit authorization) for each offshore deployment and submit the document(s) to the required regulatory agencies, the Owner, and Engineer a minimum of 14 days prior to offshore deployment. By signing the Pre-Deployment notification, the Contractor certifies that all materials are free from asphalt, petroleum, other hydrocarbons and toxic residues. The Cargo Manifest Form and copies of all regulatory authorizations shall be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 370.25, Florida Statutes.
- K. The Contractor shall quantify the number of reef units (including the number of disks per unit) and estimate the tonnage of reef material on the barge for each deployment prior to departing the waterside staging area. The Contractor shall document the method for calculating the tonnage and, if required by the Owner or Engineer, perform the measurements and calculations (before and after barge draft calculations) in the presence of the Owner or Engineer.
- L. During the loading of barges with artificial reef materials, the barge shall be sufficiently moored in protected waters approved for mooring/anchoring. The barges shall be made available to the Owner and Engineer while moored in protected waters to record the pre- or post-deployment waterline of the barge or inspect materials prior to deployment. The Contractor shall also provide transportation to and from the barges or offshore vessel for the Owner and Engineer.



8.4 OFFSHORE TRANSPORT AND SUPPORT VESSELS

- A. All offshore work vessels (e.g., tug and/or transport vessel, support vessel(s), etc.) shall meet all U.S. Coast Guard certification and safety requirements, be ABS certified (if required), and be equipped with a working Differential Global Positioning System (DGPS) unit accurate within 1 meter and other marine electronics including a working VHF radio and depth sounder/fathometer accurate to within 1 ft. The GPS system shall be capable of producing location data in both geographic coordinates and State Plane Coordinates, North American Datum of 1983 (NAD83), Adjustment of 2007 (NSRS2007), Florida North Zone.
- B. The Contractor shall provide a support vessel, captain and sufficient crew to assist in the reef construction effort. The support vessel shall be used to place marker buoys at each artificial reef location as a reference for reef material placement. The marker buoys shall be placed, at a minimum, at the four corners and the centroid of the reef, unless otherwise accepted by the Owner or Engineer. The support vessel should be capable of accommodating its crew and three additional individuals — Owner representative(s), FWC staff, and/or project sponsor(s) — and their dive gear. After assisting in the construction effort, the support vessel and crew shall be made available to support FWC and/or Owner staff to perform a monitoring dive of the constructed reef. FWC will be required to coordinate for these dives with the Contractor prior to artificial reef deployment. The Owner’s representative designated as an official observer shall remain on-site during the entire deployment phase of the operation to confirm all deployment operations.
- C. The support vessel shall be equipped with an electronic depth sounder accurate to within 1 ft. and a real-time Differential Global Positioning System (DGPS) accurate within 1 meter and capable of navigating to specific sites. The support vessel — accommodating the Owner representatives, FWC staff, and/or project sponsors — shall verify the maximum vertical relief and footprint of the reefs following construction as required by regulatory authorizations and these specifications. The verification shall occur following each load or partial load of material placed.
- D. The Contractor shall only operate vessels at minimum speeds necessary to maintain steerage while operating in shallow waters or channels where the draft of the vessel provides less than 3 feet clearance from the bottom. The Contractor shall not operate vessels where the draft of the vessel provides less than 3 feet clearance from the bottom or as may be limited by coastal conditions (e.g. swell or currents).
- E. The Contractor shall not operate any vessels or place any equipment or materials (temporarily or permanent) within vessel exclusion zone(s) or area of existing reefs or natural resources, underwater cameras, or buried cables. The Contractor will be responsible for any damage to these existing resources and/or equipment resulting from their construction operations. The Contractor shall repair any damage resulting from the Contractor’s operations at no cost to the Owner or Engineer.

8.5 PRE-DEPLOYMENT BOTTOM SURVEY

The USACE regulatory authorization requires a bottom survey within one year prior to artificial reef material deployment. The County performed a bottom survey of the permitted reef areas in July 2014; the most recent report is included within Appendix C. The bottom survey included fathometer transect surveys and an underwater (snorkeling) observations within the proposed reef areas. The surveys generally concluded the bottom conditions within the proposed reef areas consisted of sand substrate with no indication of potential hard bottom, seagrasses, or coral communities. To meet USACE permitting requirements, the County shall perform a second assessment of the bottom conditions prior to artificial reef deployment. The assessment shall be accomplished by diver surveys, submersible video camera, fathometer, depth/bottom sounder (e.g. “fish finder”), or side-scan sonar. The Owner or Engineer shall notify the Contractor immediately if submerged natural resources (e.g. seagrass beds, hard bottom, corals, etc.) are observed. The Owner and Engineer shall also notify the Contractor and USACE immediately if evidence of cultural/archeological resources, such as sunken vessels or ballast, are found.



8.6 REGULATORY AUTHORIZATIONS AND CONDITIONS

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

8.7 ARTIFICIAL REEF DEPLOYMENT

- A. The Contractor shall have on-site current NOAA nautical charts of the deployment area, with the overall reef areas (corner coordinates of the reef sites) as well as any adjacent natural reef areas indicated on the chart. The Contractor shall also be in possession of the individual deployment site coordinates proposed for individual reef modules when on site.
- B. Effective and reliable communications shall exist at all times between Contractor personnel— including all vessel captains, mates and crew members assisting in the deployment — and with the on-site Owner observer. A marine radio channel shall be designated, used and monitored throughout the offshore transport and deployment operations. The Contractor shall also provide a list of key personnel and contact information (e.g., mobile phone and email) to the Owner and Engineer prior to construction.
- C. Because of concerns about accurate placement of modules, deployment operations will only be initiated when sea height in the project area(s) is no greater than two to three feet as forecast by the NOAA weather service supporting Destin area waters out 20 nautical miles. Both the Owner and the Engineer have the authority to suspend reef deployment operations if positioning and other deployment objectives are not being met.
- D. During the deployment of the reef material, the transport/deployment vessel shall be sufficiently moored through spudding down, double anchoring (minimum), or otherwise be held securely in place with minimal movement (+/-10 feet) to ensure accurate placement of the reef materials on the bottom in the designed configuration. In certain situations, where spudding or anchoring is impossible due to depth or current conditions, the materials barge may be held in position by tug or other powered vessel for the deployment operation. In such cases, the Contractor will be in constant contact with the Owner or Engineer, the tug, and the barge crew via telephone and/or radio to verify the Contractor is meeting positioning requirements. The Owner or Engineer may require the Contractor to stop deployment at any time to reposition the barge if reef positioning requirements are not being met.
- E. Winds and currents may change offshore conditions rapidly. The deployment of materials may be stopped at any time, as often as required by the Owner or Engineer, to confirm correct placement of the materials by means deemed suitable by the Owner under the prevailing conditions.
- F. The Contractor shall program the exact latitude/longitude coordinates (provided in the Construction Drawings) of each individual reef module, as well as the overall artificial reef area, into the deployment vessel's GPS unit. GPS coordinate system for location data will be Geographic, National Geodetic Datum of 1983.
- G. The Contractor's Project Manager shall oversee the temporary marking of the reef deployment location in advance of reef material deployment in order to ensure proper placement of the reef material. The Contractor's proposed plan for marking the reef site, spudding/anchoring the barge, and deploying the material must receive Owner or Engineer acceptance prior to commencement of offshore transport. The Contractor shall place a minimum of 4 temporary marker buoys, one at each of the artificial reef site's four



corners (marking the overall deployment area). The markers shall be buoys 16 inches in diameter minimum – clearly visible to the transport vessel captain and sufficiently anchored to not drift during deployment activities and maintain reef location accurately. Precise GPS placement of marker buoys that do not shift position with time will also be required to ensure the reef is constructed as designed. The Owner's observer or Engineer may verify the location of these buoys prior to or throughout deployment operations. The Contractor may elect to use additional buoys for location or deployment control; however, any additional buoys shall be a separate color than the four required markers to easily distinguish the four corners of the overall reef area.

- H. Under no circumstances shall materials be placed in the water without the on-site Owner's or Engineer's acceptance of the reef area buoys and barge's moored position. The Contractor shall receive a verbal authorization from the Owner or Engineer prior to off-loading any materials and shall remain on-site until released by the Owner or Engineer. Precise positioning of the barge and reef module deployment is required in order to avoid any impacts to existing artificial or natural reef structures and ensure the reef is constructed in accordance with the Construction Drawings. Lowering of materials may be stopped at any time by the Owner or Engineer in order to make an inspection dive to check placement of the materials or to require repositioning of the barge due to other factors.
- I. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe offloading of materials.
- J. Material shall be deployed to provide a long-term and stable marine resource with increased habitat complexity. Materials shall only be deployed in the configuration as shown in the final Construction Drawings, which shall be transmitted to the Contractor following bid selection.
- K. Artificial reef units shall be lowered into place with a GPS-enabled crane or similar device to ensure accurate placement and to achieve the designed reef configuration. The centroid of the placed reef modules shall be within 3 feet of the proposed module location. The Contractor is not permitted to push or indiscriminately dump the units off the barge. Lowering of multiple units at a time shall not occur.
- L. The Contractor shall utilize equipment and methods that ensure accurate, vertical module placement within the reef area and that does not result in damage, overturning, or a position/orientation that compromises the stability of the unit(s). Units that are leaning or installed at an angle greater than 5 degrees will not be accepted.
- M. The units shall all be embedded into the Gulf bottom a minimum of 15 feet as measured from the Gulf bottom to the bottom tip of the piling. The bottom of the reef module (lowest disk) shall be no more than 12 inches above the Gulf bottom. The Contractor shall propose suitable piling installation/embedment methods (e.g., pile driving, low-pressure jetting, etc.) that ensures suitable embedment, stability and accurate horizontal and vertical positioning.
- N. The Contractor may utilize an A-frame, tripod, or other installation device to ensure accurate positioning and vertical installation. The installation device or lowering cable-to-unit connection must be remotely detached and returned to the surface once the module is embedded into the sea floor. All equipment (straps, rope, shackles, hooks, ties, etc.) must be entirely removed from the placed unit prior to contractor payment.
- O. The Contractor shall place units in a sequence that avoids potential impact to previously placed units. This sequence shall be described in the Contractor's Deployment Plan and reviewed by the Engineer.
- P. The Contractor shall record the precise location of each placed unit to ensure subsequent placements do not impact previously placed units. The location of deployed units shall be in either latitude/longitude or state plane coordinates as required within these specifications. The daily placement records shall be



provided to the Engineer following each day of deployment operations and shall also be submitted to the Engineer and Owner with the Contractor's post-deployment records.

- Q. The Contractor shall document any deviations or variations from the accepted Deployment Plan.
- R. The minimum vertical clearance at Mean Lower Low Water above the highest point of the reef material shall not be less than 6 feet as specified in the FDEP and DOA permits and the Construction Drawings.
- S. Precise placement of all materials is critical to the success of the project. Visibility at the site may be limited and tidal currents can be strong, complicating construction. The Contractor shall provide any and all personnel and equipment and employ whatever methodology necessary and acceptable to the Owner and/or Engineer to construct the reef, as required, in a safe and environmentally sound manner that meets the intent of the contract documents.
- T. The Owner will not pay for materials placed outside the designated deployment location or not meeting the conditions of these specifications or contract documents. The Contractor will be responsible for removing any such materials and relocating them within the proposed reef site in accordance with the Contract Documents.
- U. The Contractor shall only deploy materials authorized by the Owner, Engineer, and FWC and that are listed on the cargo manifest. At no time shall the Contractor deploy or dispose of any unauthorized, on-board materials not meeting the regulatory authorizations or contract documents. Any trash, refuse or materials deployed or accidentally dropped by the Contractor shall be removed from State waters at the Contractor's expense.

8.8 POST-DEPLOYMENT RECORDS

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



PART 9 - PROTECTION OF WORK

9.1 RISK OF LOSS

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



PART 10 - MEASUREMENT AND PAYMENT

10.1 MEASUREMENT AND PAYMENT

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

Payment shall be in accordance with the unit prices specified for the work and shall be based on the total number of artificial reef modules deployed in accordance with these Specifications and the Contract Documents. The Contractor may submit partial payment requests upon completing artificial reef construction at an individual reef site (e.g., completion of Beach Access #6 Reef Site).

10.2 UNIT PRICE PAYMENT ITEMS

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

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

Payment for CLIN 1.0 will be made only for authorized and accepted artificial reef materials placed within the proposed reef site(s) in accordance with the Contract Documents. Payment quantities shall be determined by the Contractor and confirmed by the Engineer or Owner immediately following deployment. No payment will be made for units that constitute only partial completion of an individual reef site, rejected materials, materials that do not comply with applicable sections of these Specifications, and those materials that are defective or damaged during handling or placement. No payment will be made for units that are placed in an orientation that compromises the stability and durability of the reef unit (e.g. overturned, leaning, not at the required elevations, etc.) or placed outside of the proposed orientation or maximum tolerances. No payment will be made for materials placed outside of the designated reef site or other activities required to conform to the provisions stipulated within these specifications or the contract documents (e.g., removal and relocation of material placed outside of the proposed site, etc.).

10.3 PAYMENT PROCEDURES

A. Monthly Progress Payment

Monthly progress payments shall be based on the contracted unit price and the total number of artificial reef modules placed in accordance with these Specification and Contract Documents, and verified by the Owner and Engineer. The Contractor will be eligible for an initial progress payment after the completion of one or more artificial reef areas (e.g., Beach Access #6 Reef Area) and acceptance by the Owner and Engineer. The Contractor shall submit to the Owner and Engineer for review, not more often than monthly, an Application for Progress Payment filled out and signed by the Contractor. The Application shall describe the Work completed and shall be accompanied by verified quantity measurements, the placement verification report, and additional supporting data and documentation as is required by the Contract Documents and also as may reasonably be required by the Owner and Engineer. The Post-Deployment



Verification Report shall verify that all material transported offshore was accurately placed within the designated reef area, at the specified module locations, and at the proper elevation (e.g., providing proper clearance above the reef). The Contractor will be required to submit a certified placement report indicating the exact latitude and longitude coordinates of the artificial reef construction site(s) and deployed modules, accurate within 3 meters horizontal, and the reef height and water depth, verified utilizing a fathometer or depth sounder accurate to within 1 foot. The placement report shall also include information on the condition of the material at the time of deployment and shall include a statement verifying all material transported offshore was deployed within the proposed artificial reef site(s). The Contractor shall also include representative photographs of the material on the offshore conveyance prior to deployment and, if available, pictures and/or video of the material on the bottom. The Contractor shall attach to the report an as-built drawing that contains the approximate deployment configurations and the height of the material after placement. The report and drawings shall be limited to a few pages per deployment.

B. Options and Modification CLINS

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

C. Final Payment

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

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

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

-- End of Section --



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OKALOOSA COUNTY NEARSHORE REEFS

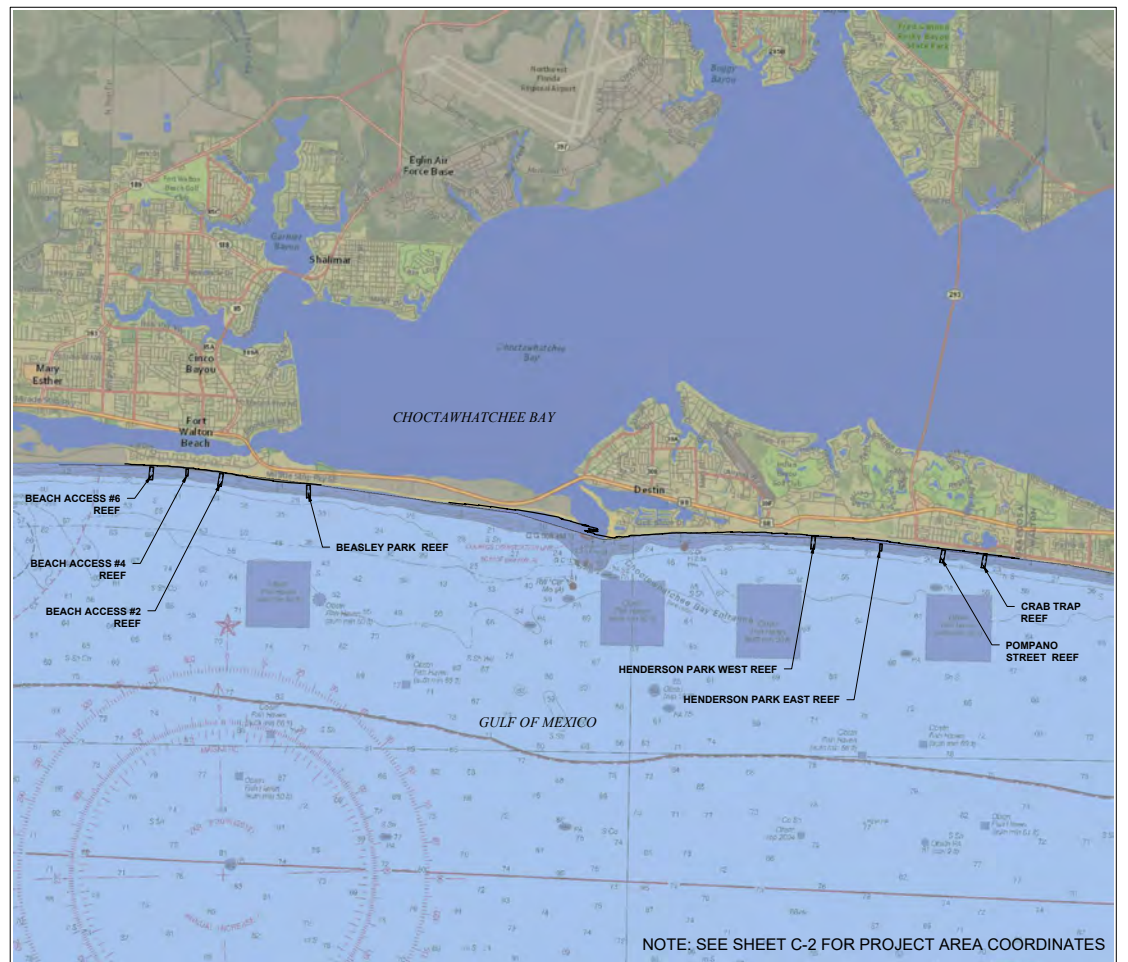
OKALOOSA COUNTY, FLORIDA

DRAFT



DRAWING INDEX

- C-1 TITLE SHEET
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- C-3 BEACH ACCESS #6 REEF PLAN AND SECTION
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- C-7 BEACH ACCESS #2 REEF PLAN AND SECTION
- C-8 BEACH ACCESS #2 REEF DEPLOYMENT PLAN
- ~~C-9 BEASLEY PARK REEF PLAN AND SECTION~~
- ~~C-10 BEASLEY PARK REEF DEPLOYMENT PLAN~~
- C-11 HENDERSON PARK WEST REEF PLAN AND SECTION
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- ~~C-17 CRAB TRAP REEF PLAN AND SECTION~~
- ~~C-18 CRAB TRAP REEF DEPLOYMENT PLAN~~
- C-19 TYPICAL REEF MODULE DETAIL



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

LOCATION MAP N.T.S.

OWNER CONTACT INFO
OKALOOSA BOARD OF COUNTY COMMISSIONERS
1250 N. EGLIN PARKWAY, SUITE 100
SHALIMAR, FL 32579
(850) 689-5050

ENGINEER CONTACT INFORMATION
MATTHEW A. TRAMMELL, P.E.
TAYLOR ENGINEERING, INC.
4300 LEGENDARY DRIVE, SUITE C246
DESTIN, FL 32541
(850) 460-7040
(850) 375-8651



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 REGISTRY # 4815	OKALOOSA COUNTY NEARSHORE REEFS OKALOOSA COUNTY, FLORIDA	DRAFT
	PROJECT TITLE OKALOOSA COUNTY NEARSHORE REEFS OKALOOSA COUNTY, FLORIDA	SEAL MATTHEW TRAMMELL P.E.# 69244
PROJECT NO DATE	C2017-025 / C2019-069 05-19-2020	C-1 SHEET 1 OF 19

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