

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/27/2016

Contract/Lease Control #: C16-2456-TDD

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF DESTIN

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/22/2016

Expiration Date: UPON FINAL PAYMENT

Description of Contract/Lease: INTERLOCAL AGREEMENT FOR EMERGENCY DREDGING OF OLD PASS LAGOON CHANNEL

Department: TDD

Department Monitor: DUNWORTH

Monitor's Telephone #: 850-609-5385

Monitor's FAX # or E-mail: CDUNWORTH@CO.OKALOOSA.FL.US

Closed: \_\_\_\_\_

Cc: Finance Department Contracts & Grants Office

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USER NAME  PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

# Search Results

**Current Search Terms: CITY\* OF destin\***

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No records found for current search.

## Glossary

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- Entity
- Exclusion
- [Search Filters](#)
- By Record Status
- By Record Type

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**INTERLOCAL AGREEMENT FOR  
EMERGENCY MAINTENANCE DREDGING OF OLD PASS LAGOON CHANNEL**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the effective date below by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "the County") and CITY OF DESTIN, a Florida municipal corporation (hereinafter referred to as "the City").

**WHEREAS**, the County finds that maintaining Old Pass Lagoon Channel is an essential component of promoting the sub-county taxing district as a tourist destination; and

**WHEREAS**, the City has performed an emergency dredging to maintain navigation through Old Pass Lagoon Channel; and

**WHEREAS**, the County determines it would be in the best interest of its visitors to support the City in providing safe navigable waters within the sub-county taxing district.

**NOW, THEREFORE**, acting pursuant to their statutory authority and in consideration of the mutual covenants and agreements of the parties, the County and the City agree as follows:

**Section 1. Recitals.** The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

**Section 2. City's Responsibilities.** The City shall provide documentation, which demonstrates the emergency dredging of Old Pass Lagoon Channel was procured in accordance with all applicable rules and regulations and the project was satisfactorily completed as more fully described in the scope of services as set forth in EXHIBIT A attached hereto and incorporated by reference.

**Section 3. County's Responsibilities.** The County agrees to pay the City FIFTY SEVEN THOUSAND SIX HUNDRED DOLLARS (\$57,600.00) for one-time capital outlay costs for emergency dredging as set forth in EXHIBIT A. Payment shall be made on a reimbursement basis upon receipt of an invoice.

Invoicing detail shall be in sufficient detail for pre- and post-audit review to insure the services were performed and that the correct amount has been invoiced. Copies of third-party vendor invoices shall be included.

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

**Section 4. Use of County Funds.** The funds set forth in Section 3 above shall be used to pay for costs and expenses as set forth in EXHIBIT A. The parties acknowledge that these services are being funded exclusively through proceeds of the Tourist Development Taxes levied by the Okaloosa County Board of County Commissioners.

**CONTRACT # C16-2456-TDD  
CITY OF DESTIN  
INTERLOCAL AGREEMENT FOR EMERGENCY  
DREDGING OF OLD PASS LAGOON CHANNEL  
EXPIRES: UPON FINAL PAYMENT**

**Section 5. Effective Date and Term of Agreement.** This Agreement shall be effective upon execution by the County and shall terminate upon final payment, unless terminated earlier in accordance with the provision contained in this Agreement.

**Section 6. Termination.** Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party of its intent to terminate this Agreement.

**Section 7. Records & Audit.** For the services performed under this Agreement, the City shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the City in connection with the services performed under this Agreement.

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

The City must comply with the public records laws, Chapter 119, F.S., specifically the City must:

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

The County shall have the right from time to time at its sole expense to audit the compliance by the City with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence

reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

**Section 8. Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

**Section 9. Authority.** Each party represents and warrants that it, through its elected board, has the right, power, and authority to execute and deliver this Agreement and to perform all of the obligations stated herein.

**Section 10. Notice.** If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator  
Okaloosa County  
1250 Eglin Pkwy N  
Suite 102  
Shalimar, FL 32579

As to the City as follows:

City Manager  
City of Destin  
4200 Indian Bayou Trail  
Destin, FL 32541

**Section 11. Entire Agreement.** This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.

**Section 12. Governing Law and Venue.** The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

**Section 13. Construction.** The parties acknowledge and agree that this Agreement has been drafted jointly by the parties and that no uncertainty or ambiguity as to the proper application or interpretation of the Agreement or any term herein is to be construed against either party as the drafter of the Agreement.

**Section 14. Assignment.** This Agreement shall not be assigned except by consent of the parties.

**Section 15. Indemnification.** Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, both parties shall indemnify and hold harmless the other from and against any and all third party claims, demands, damages, losses, and expenses, including attorney's fees and costs, arising out of this Agreement, except for those claims, demands, damages, losses, and expenses arising out of the other party's negligence, malfeasance, nonfeasance, or misfeasance.

**Section 16. Severability.** If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

**IN WITNESS WHEREOF**, the parties hereto, by and through the undersigned, have entered into this Agreement.

**CITY OF DESTIN**

By: Scott Fischer  
Scott Fischer, Mayor

Dated: 9/8/16

**ATTEST:**

By: Rey Bailey  
Rey Bailey, City Clerk

**BOARD OF COUNTY COMMISSIONERS OF  
OKALOOSA COUNTY, FLORIDA**

By: Charles K. Windes, Jr.  
Charles K. Windes, Jr., Chairman

Dated: 9/22/16



**ATTEST:**

By: J.D. Peacock II  
J.D. Peacock II, Clerk of Circuit Court



EXHIBIT A  
SCOPE OF SERVICES



# Office of the Mayor

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | Fax: 850-650-9250 | [www.cityofdestin.com](http://www.cityofdestin.com)

July 12, 2016

Mr. Ed Schroeder, Director  
Emerald Coast Convention and Visitors Bureau  
1540 Miracle Strip Parkway SE  
Fort Walton Beach, FL 32548

Dear Mr. Schroeder:

This letter serves as an official request from the City of Destin to be placed on the July 21, 2016, Tourist Development Council meeting's agenda for consideration of reimbursement for the emergency dredging of Old Pass Lagoon Channel.

The Old Pass Lagoon Channel serves as access to and from Destin Harbor and is heavily used, especially in the summer months, by recreational boaters and commercial boats and fishermen. This spring it reached the point where emergency dredging was required to maintain the navigability of the channel and preserve continued safe use of the Destin Harbor. Dredging has been performed in the Old Pass Lagoon Channel in seven of the last nine years due to shoaling that restricts the width and the depth of the channel.

Destin city staff hoped that the dredging of the channel could be accomplished in conjunction with the upcoming Norriego Point hardening project scheduled to begin in the fall of 2016 but the shoaling was too significant to wait until fall and needed to be addressed immediately to safeguard our tourism industry.

On June 6, 2016, Destin City Council awarded a contract to Panhandle Machine and Supply to perform the work. It was estimated at the time of award that 3,000 – 4,000 cubic yards of sand needed to be dredged for a total cost of \$80,000. In actuality, 5,280 cubic yards of material must be removed for a total cost of \$96,000. The work should be substantially complete by the TDC meeting date of June 21<sup>st</sup>.

Destin City Council had no budgeted account to fund this emergency dredging and is subtracting the cost from its ending fund balance account. The TDC has a designated fund for beach and shoreline maintenance activities. Therefore, the City respectfully requests the Tourist Development Council reimburse the City \$96,000 for the 2016 emergency dredging. Of course the City of Destin is most appreciative of any cost-sharing the TDC will provide.

Thank you for your consideration of our request.

Sincerely,

Scott Fischer  
Mayor







**Okaloosa County Tourist Development Department**  
**Operational & Capital Funding Request (Annual Deadline: May 1)**

This form is to be used for all operational and capital requests for tourist development tax funding to facilitate the review and approval process. This form must be completed in its entirety in order for the funding request to be presented to the Tourist Development Council for consideration. Supplemental information may be provided, but summary information must be provided in each section of this form.

**ORGANIZATION INFORMATION:**

Name: City of Destin, Florida  
Tax I.D.: 59-2480854  
Contact Person: David Campbell Title: City Engineer  
Phone: 850-837-4242 Email: dcampbell@cityofdestin.com  
Street Address: 4200 Indian Bayou Trail City/ST/Zip: Destin, FL 32541  
Briefly describe the organization: Municipality

**CATEGORY OF FUNDING REQUESTED:**

**Beaches & Parks (1<sup>st</sup> penny)** *Authorized uses include:*  
*To provide and improve beach park facilities or beach improvements including access;*  
*To provide and improve tourist destination facilities within the subdistrict for which there is public access, including the beaches located within the city limits of Destin.*

**Tourism Administration (2<sup>nd</sup> penny)** *Authorized uses include:*  
*Tourism Services, including visitor services, brochure distribution, communication and research;*  
*Lifeguard services and protection.*

**Convention Center (3<sup>rd</sup> penny)** *Authorized uses include:*  
*To provide for the operations and maintenance of the Convention Center, the Visitor Welcome or Information Centers, and other Tourist Destination Facilities, including aquariums and museums;*  
*To provide for the promotion of the use of the Convention Center and other Tourist Destination Facilities.*

**Tourism Promotion (5<sup>th</sup> penny)** *Authorized uses include:*  
*Tourism promotion.*

**FUNDING REQUEST INFORMATION:**

Describe the funding request in detail. Attach pictures or any other supporting documentation.  
Letter from Mayor attached.

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Describe how the funding request promotes tourism within the sub-county taxing district.  
 Letter from Mayor attached.

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Describe other funding methods pursued and why Tourist Development Tax funding is necessary.  
 Letter from Mayor attached.

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Dates during which expenses will be incurred: Start Month/Year: June 2016 End Month/Year: July 2016

Itemize expenses requested for reimbursement. Denote what portion of the expense, if any, is funded by another source. Attach quotes or any other supporting documentation.

Description	Amount funded by tourist development tax	Amount funded by other sources	
DREDGING - 5,280 cy of sand and spoils placement	\$ 96,000		
<b>TOTAL</b>	<b>\$ 96,000</b>	<b>\$ 0</b>	<b>\$ 96,000</b>

Note: Item(s) may be disqualified individually without impacting other items listed.

Upon completing this funding request in its entirety, please read the following statement and affix your signature.

I am submitting this funding request on behalf of my organization and am aware that this request will be reviewed for final approval. I have completed this funding request fully and accurately, understand that all information submitted will be used to determine funding eligibility, and have not misrepresented any information contained herein.

I understand that if the funding request is approved, payment will be made on a reimbursement basis based on actual expenses incurred. While actual expenses may vary from the amounts noted on this funding request, the total dollar amount reimbursed will not exceed the total dollar amount approved. Copies of vendor invoices, proof of payment, and an invoice from my organization to the County will be required for payment.

*Scott Fischer*

July 12, 2016

Signature of Applicant

Date

Scott Fischer, Mayor

Printed Name of Applicant

\*\*\*\*\*

OFFICIAL USE ONLY

Allowable use of tourist development tax funds per I.S. 123 (0104)? Yes  No

Allowable use of tourist development tax funds per Ordinance 14-08? Yes  No

Fiscal Year in which funds will be disbursed FY 2016

Funding Source: 1<sup>st</sup>  2<sup>nd</sup>  3<sup>rd</sup>  4<sup>th</sup>

Funding Source: Contingency Budget \_\_\_\_\_  
Budget Reallocation  from beach accessway capital line  
Reserves Amendment \_\_\_\_\_

Approved By \_\_\_\_\_ Total Funding Approved \$ \_\_\_\_\_  
*In accordance with county procedures approved with voters*

Title \_\_\_\_\_ Date \_\_\_\_\_

CITY OF DESTIN, FLORIDA

CONTRACT

2016 EMERGENCY OLD PASS LAGOON CHANNEL DREDGING

On June 7, 2016, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the City, accepted the bid of PANHANDLE MACHINE & SUPPLY, Inc., herein referred to as the Contractor, for 2016 Emergency Old Pass Lagoon Channel Dredging as stated in Scope of Work and the Contractor's bid response included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

Terms and conditions of contract for 2016 EMERGENCY OLD PASS LAGOON CHANNEL DREDGING

1. Entire Agreement:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for the placement of sand from the US Coast Guard Navigational Channel the dredging of Old Pass Lagoon Navigational Channel described as 2016 EMERGENCY OLD PASS LAGOON CHANNEL DREDGING, consisting of dredging approximately 4,000 CY of material from the navigational channel and placing it on Norreigo Point. The Scope of Work, herein referred to as the Work, encompasses the foregoing and all descriptive work components described within Exhibit "A"

3. Commencement and Accomplishment of Contract and Time Extensions:

Permitting is mandatory. No work shall be performed by the Contractor prior to the Commencement Date established within the Notice to Proceed. Contractor shall provide notice as may be required within the technical specifications and permits, attached hereto and made a part hereof, to all regulatory agencies or parties having jurisdiction or interest in this contract. Contractor shall diligently pursue the completion of the Work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract.

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

4. Time for Performance:

The Contractor agrees to schedule and complete all authorized Work for the satisfactory approval and acceptance by the City not later than July 1, 2016. City and Contractor recognize that since time is of the essence for this Contract, the City will suffer financial loss if the Work is not completed and approved within the time specified.

Time is of the essence in the performance of the Work under the Contract. Contractor shall commence the Work no later than 2 days from receipt of Notice to Proceed.

5. Compensation:

All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Agreement and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval, and incorporated herein. For purposes of this Contract, total compensation sum shall be \$80,000.00.

In no instance shall the City pay more than ninety-percent (90%) of the total contract sum until its acceptance of the Work. In the event the City agrees to progress payments on the contract, Contractor shall be entitled to not more than two payment applications per month utilizing the payment application form attached as Exhibit "B." An executed and notarized copy of the Release and Affidavit attached as Exhibit "C" shall be supplied prior to release of each progress and the final payment.

6. Changes in the Work:

City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. No addition or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order. No officer, employee or agent of the City is authorized to direct any extra or changed Work orally. A change order, in the form attached as Exhibit "D" shall be issued and executed promptly after an agreement is reached between the Contractor and City concerning any requested changes as detailed by the itemized estimate. Contractor shall promptly perform changes authorized by duly executed change orders.

7. Bonds:

Reserved

8. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance ~~sufficient to secure benefits of the Florida Workmen's Compensation Law~~ for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured and certificate holder. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

9. Licensing:

The Contractor shall obtain all permits and maintain at its expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond its control.

10. Cancellation:

City reserves the right to cancel this Contract prior to issuance of Notice to Proceed.

11. Performance of Work/Responsibilities:

The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A," which includes the following exhibits, attached in their entirety and as completely as if incorporated herein:

Exhibit "A-1": (Contractor's), Bid Form, Bond Insurance and Company Information Submittal

Exhibit "A-2": 2016 EMERGENCY OLD PASS LAGOON CHANNEL DREDGING Bid Documents  
USCOE SAJ-2007-04911 (SP-TSH)

12. Final Payment:

The Contractor shall as an explicit condition precedent for final payment, furnish the City with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit "C," as well as a duly executed copy of the Surety's Consent to Final Payment and such other documentation that may be required by the Contract or the City.

13. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his/her designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his/her designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his/her designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

*In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.*

14. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in his/her discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

15. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

16. Miscellaneous:

16.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida.

16.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection,

term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

#### 16.3 Sovereign Immunity

Nothing in this Agreement is intended to nor shall be construed to waive the CITY's rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time..

#### 16.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

#### 16.5 Venue and Waiver of Jury Trial

The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else. The parties further agree that any controversy which may arise under this agreement would involve complicated and difficult factual and legal issues. Therefore, any action brought by one party against the other party, brought by one party, alone or in combination with others against the other party, whether arising out of this agreement or otherwise, shall be determined by a judge sitting without a jury.

#### 16.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for its respective attorney's fees and costs.

#### 16.7 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

#### 16.8 Public records

Contractor shall comply with Florida Public Records Laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- (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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin



all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:

Interim City Manager/Carisse LeJeune  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541

As to the Contractor:

Gary Duncan  
Panhandle Machine & Supply, Inc.  
16450 SE Main Street  
Bluntstown, FL 32424

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 13TH day of JUNE, 2016.

CITY OF DESTIN

By: Carisse LeJeune  
Carisse LeJeune  
Interim City Manager

ATTEST:



Rey Bailey  
City Clerk

SEAL



APPROVED AS TO LEGAL FORM: ,

Jerome Miller  
Jerome Miller  
City Attorney

CONTRACTOR:

By: Gary Duncan  
Gary Duncan  
President

J. J. BOPPI  
Witness

[Signature]  
Witness

EXHIBIT "A"

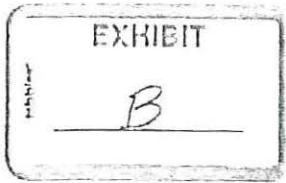
SCOPE OF WORK and BID FORM

OLD PASS LAGOON CHANNEL DREDGING ON NORREIGO POINT

Dredge an approximately 14,000 Cy of material from the Old Pass Lagoon Channel and place behind the flanked T-groin.

Exhibit "A-1": (Contractor's), Bid Form, Bond Insurance and Company Information Submittal

Exhibit "A-2": 2016 EMERGENCY OLD PASS LAGOON CHANNEL DREDGING Bid Documents  
USCOE SAJ-2007-04911 (SP-TSH)



CITY OF DESTIN, FLORIDA  
2016  
EMERGENCY OLD PASS LAGOON DREDGING

BID FORM

PART I Bid submitted by:

Company: Panhandle Machine & Supply  
Address: 110450 SE Main Street  
City & State: Blountstown, Fl. Zip Code: 32424  
Telephone: ( ) 850-1074-2040 Fax: ( ) \_\_\_\_\_  
Number of Years in Business: 5 Email panhandle machine @ fairpoint.net

PART II 2016 Emergency Old Pass Lagoon Dredging, as follows:

The Scope of Work will include mobilization, grading of dredged material management areas (DMMA). Project work generally consists of hydraulically dredging approximately 3,000 to 4,000 cubic yards of sand from the Destin Harbor Entrance Channel in Okaloosa County, Florida. The project includes dredging the Destin Harbor Entrance Channel from Station 14+90 to 17+10 to -6 ft MLLW plus 2 feet of overdredge (-8 ft MLLW total). The project limits, proposed dredging depths and channel side slopes are shown on the attached Drawings. The project intent is to restore a portion of the channel's design template, in accordance with the regulatory permits:

The Contractor will construct and operate temporary dredged material management areas (DMMA's) on adjacent Norriego Point. The City currently has regulatory exemption for constructing two dredge material management areas on Norriego Point. The attached permit drawings do not show engineered dredge material management areas. The DMMA's shown are illustrative only and are meant to show general location and concept only. The Contractor will be responsible for designing and operating the DMMA.

The Contractor shall transport the dredged material via pipeline and place it into the approved DMMA(s) and shall use Best Management Practices during construction to control erosion and turbidity. This project shall be completed and demobilized by July 1, 2016. The contractor is responsible for pre & post construction surveys of the channel.

<u>BASE BID</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>		
1. Mobilization/ Demobilization	_____ LS	_____	Total	\$ <u>24,000.00</u>
2. Temporary DMMA Construction and Operations	_____ LS	_____	Total	\$ <u>3,000.00</u>
3. Pre & Post Construction Surveys	_____ LS	_____	Total	\$ <u>3,000.00</u>
4. Hydraulic Dredging and Material Transfer to DMMA	4,000 CY	<u>12.50</u>	Total	\$ <u>50,000.00</u>
			Grand Total	\$ <u>80,000.00</u>

END OF BID FORM

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

2016

EMERGENCY OLD PASS LAGOON DREDGING

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid 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 bid, 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 occurring in the workplace no later than five (5) working 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 the 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 drug-free workplace requirements.

COMPANY: Panhandle Machine & Supply  
ADDRESS: 16450 SE Main Street  
CITY: Blountstown STATE: FL ZIP CODE: 32424  
TELEPHONE NUMBER: 850-674-8040  
SIGNATURE: Mary Duncan DATE: 5/24/16  
NAME (TYPED OR PRINTED): Gary Duncan  
TITLE: owner

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

2016

EMERGENCY OLD PASS LAGOON DREDGING

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract PSB 16-11-PS

2. This sworn statement is submitted Parkhandle Machine + Supply whose  
business address is 16450 SE Main Street, Blountstown, FL 32424

and (if applicable) Federal Employer Identification Number (FEIN) is 27-3091636 (If the entity has no  
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Gary Duncan and my relationship to the entity named  
above is Owner

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Gary Duncan  
(Signature)

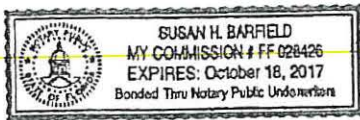
Date: 5-25-16

STATE OF FLORIDA  
COUNTY OF Calhoun

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 25 day of May, 2016, and is personally known to me, or has provided \_\_\_\_\_ as identification.

Susan H. Barfield  
Notary Public

My Commission expires: Oct. 18, 2017





CITY OF DESTIN

# AGENDA ITEM

COUNCIL MEETING DATE: June 6, 2016

TYPE OF AGENDA ITEM: Staff Report and Recommendation

TO: Mayor and City Council

THRU: Interim City Manager/Carisse LeJeune *CLJ*

THRU: Finance Director/Bragg Farmer *BF*

FROM: Public Services Director/David O. Campbell, PE *DOC*

DATE: May 31, 2016

SUBJECT: Emergency Maintenance Dredging of the Old Pass Lagoon Channel

I. **BACKGROUND:** Dredging has been performed in the Old Pass Lagoon Channel, including around the tip of Norriego Point, in seven of nine prior years. The northwest area of Norriego Point has been slowly migrating into the Old Pass Lagoon Channel since the last dredging operation was conducted by the City in 2014. As a result of storms and wind over the last few years, sand from Norriego Point, as well as from other sources, has moved into adjacent water areas to the north and northeast resulting in significant additional shoaling of the Old Pass Lagoon Channel adjacent to Norriego Point. The shoaling has restricted the width of the channel and impaired navigability, as shown on the attached May 15, 2016 *Verification of Exemption Plans*; a copy of which is included herewith as "Attachment A."

II. **DISCUSSION:** It was anticipated that the dredging of the channel could be accomplished in conjunction with the upcoming Norriego Point hardening project scheduled to begin in the fall of 2016 but the shoaling is too significant to wait until fall and needs to be addressed as soon as possible. It is anticipated that 3000 to 4000 cubic yards of sand material will be removed from the Old Pass Lagoon Channel. The dredging activities will be done hydraulically and pumped to the top of the sand dune east of the dredge area. The spoil material will be placed in a self-contained spoil cell to prevent the escape of spoil material into the surface waters of the state.

City staff solicited quotes from five (5) dredging contractors to remove the sand from the channel. The request for quotes resulted in two (2) submittals, with the low quote by Panhandle Machine & Supply in the amount of \$80,000.00 (Attachment B) Gator Dredging came in at \$144,000.

A. **Link to Strategic Goals /Objectives:**

- II. Preservation of Heritage and Environment
  - II.D.2.a. Armoring of Norriego Point

- B. **Effect on Budget (EOB):** There are no funds currently allocated in the FY16 budget for dredging. Funds sufficient to cover the dredging operations will need to be authorized and added to the 2016 budget.
  - C. **Level of Service (LOS):** Safety and accessibility for boat ingress and egress to the Destin Harbor will be substantially improved as a result of the dredging operation.
- III. **CONCLUSION:** This channel is heavily used by recreational boaters and commercial fishermen. It has now reached the point where emergency dredging is required to maintain the navigability of the channel and preserve continued safe use of the Destin Harbor. Staff has solicited quotes from five (5) companies for the dredging and spoil placement and recommends the lowest quote from Panhandle Machine & Supply in the amount of \$80,000.
- IV. **RECOMMENDED MOTION:** I move that City Council authorize the City Manager to execute a contract with Panhandle Machine & Supply for emergency dredging of Old Pass Lagoon Channel and spoil (sand) placement on Norreigo Point in the amount of \$80,000, fund the project from the City's ending fund balance account and make the appropriate budget amendment.

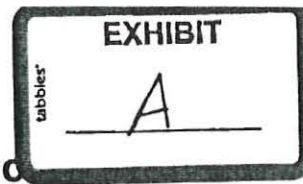
**Attachment A:** Verification of Exemption Plans  
**Attachment B:** Panhandle Machine & Supply Quote  
**Attachment C:** ACOE Permit Cover letter





## Florida Department of Environmental Protection

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



Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

May 25, 2016

The City of Destin  
c/o David Campbell, Public Services Director  
4200 Indian Bayou Trail  
Destin, Florida 32541  
[dcampbell@cityofdestin.com](mailto:dcampbell@cityofdestin.com)

File No.: 46-0266679-005-EE, Okaloosa County

Dear Mr. Campbell:

On May 18, 2016, we received your request for verification of exemption to perform the following activities:

Perform a maintenance dredge, to a depth of -8 feet MLW, of a public channel connecting Choctawhatchee Bay to Destin Harbor, Class III Waters of the State, Prohibited Shellfish Harvesting Area. The material will be dredged and deposited in two upland dredged material management areas located on Norriego Point. There shall be no return water to surface waters of the state. Best management practices such as staked hay bales, silt fence, and/or turbidity curtains shall be used as necessary to prevent violations of state water quality standards. The dredged material will be used on Norriego Point, a property owned and maintained by the City of Destin as a public park for recreational purposes. Therefore, in accordance with Rule 18-21.011(3)(c).1, F.A.C., no severance fee will be charged. The project is located at 30.393321 Degrees North Latitude, 86.512441 Degrees West Longitude in Unsectionalized Township 02 South, Range 23 West, in Okaloosa County.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project did not qualify for the federal review portion of this verification request. **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 dealing with that portion of the review below for advice on how to proceed.

**1. Regulatory Review – Verified**

Based on the information submitted, the Department has verified that the activity as proposed is exempt, under Chapter 62-330.051(7)(a), Florida Administrative Code, from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

**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 of the Florida Statutes and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for an automatic consent by rule under Rule 18-21.005(1)(b) and Section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this consent by rule.

**General Conditions for Authorizations for Activities on State-Owned Submerged Land**

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

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

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

- (c) Authorizations may be modified, suspended, or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
- (g) Structures or activities shall not create a navigational hazard.
- (h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
- (i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(f), F.A.C., or any other applicable law.

### **3. Federal Review – SPGP Not Approved**

Your proposed activity as outlined on your application and attached drawings **does not qualify** for federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **may be required** from the U.S. Army Corps of Engineers (Corps). A copy of your permit application has been forwarded to the Corps for their review. The Corps will issue their authorization directly to you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date your application was received at the local FDEP Office, contact the Corps at the Pensacola Regulatory Field Office at (850)439-3474, for status and further information. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review – an agreement with the Corps 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.

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#### **Additional Information**

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities

are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

### **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice.

#### 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, Florida Statutes. Pursuant to rule 28-106.201, Florida Administrative Code, a petition for an administrative hearing must contain the following information:

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

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 or at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us). 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), Florida Administrative Code, petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under section 120.60(3), Florida Statutes, must be filed within 21 days of

publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under section 120.60(3), Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under sections 120.569 and 120.57, Florida Statutes, 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, Florida Administrative Code.

#### Extension of Time

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

#### Mediation

Mediation is not available in this proceeding.

#### FLAWAC Review

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

#### Judicial Review

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

Executed in Escambia County, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Wade Dandridge at the letterhead address, at 850-595-0655, or at [Wade.Dandridge@dep.state.fl.us](mailto:Wade.Dandridge@dep.state.fl.us)

Sincerely,



Wade Dandridge  
Submerged Lands and Environmental  
Resources Program

Enclosures: Paragraph 62-330.051(7)(a), F.A.C., and Section 403.813(1)(f), F.S., 1 page  
Project Drawings, 5 pages

cc: U.S. Army Corps of Engineers, [lyal.c.payne@usace.army.mil](mailto:lyal.c.payne@usace.army.mil)

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this determination, including all copies, was mailed before the close of business on May 25, 2016, to the above listed persons.

FILING AND ACKNOWLEDGMENT

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

May 25, 2016

Clerk

Date

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under Chapters 253 and 258, F.S., and Chapters 18-18, 18-20, and 18-21, F.A.C., as applicable.

(7) Maintenance and Restoration –

(a) Maintenance dredging under Section 403.813(1)(f), F.S.

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(f) The performance of maintenance dredging of existing manmade canals, channels, intake and discharge structures, and previously dredged portions of natural water bodies within drainage rights-of-way or drainage easements which have been recorded in the public records of the county, where the spoil material is to be removed and deposited on a self-contained, upland spoil site which will prevent the escape of the spoil material into the waters of the state, provided that no more dredging is to be performed than is necessary to restore the canals, channels, and intake and discharge structures, and previously dredged portions of natural water bodies, to original design specifications or configurations, provided that the work is conducted in compliance with s. 379.2431(2)(d), provided that no significant impacts occur to previously undisturbed natural areas, and provided that control devices for return flow and best management practices for erosion and sediment control are utilized to prevent bank erosion and scouring and to prevent turbidity, dredged material, and toxic or deleterious substances from discharging into adjacent waters during maintenance dredging. Further, for maintenance dredging of previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements, an entity that seeks an exemption must notify the department or water management district, as applicable, at least 30 days prior to dredging and provide documentation of original design specifications or configurations where such exist. This exemption applies to all canals and previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements constructed prior to April 3, 1970, and to those canals and previously dredged portions of natural water bodies constructed on or after April 3, 1970, pursuant to all necessary state permits. This exemption does not apply to the removal of a natural or manmade barrier separating a canal or canal system from adjacent waters. When no previous permit has been issued by the Board of Trustees of the Internal Improvement Trust Fund or the United States Army Corps of Engineers for construction or maintenance dredging of the existing manmade canal or intake or discharge structure, such maintenance dredging shall be limited to a depth of no more than 5 feet below mean low water. The Board of Trustees of the Internal Improvement Trust Fund may fix and recover from the permittee an amount equal to the difference between the fair market value and the actual cost of the maintenance dredging for material removed during such maintenance dredging. However, no charge shall be exacted by the state for material removed during such maintenance dredging by a public port authority. The removing party may subsequently sell such material; however, proceeds from such sale that exceed the costs of maintenance dredging shall be remitted to the state and deposited in the Internal Improvement Trust Fund.

CHOCTAWHATCHEE BAY

DESTIN

PROJECT

**OLD PASS LAGOON CHANNEL  
MAINTENANCE DREDGING  
DESTIN, FLORIDA**

NO.	REVISION/ISSUE	DATE

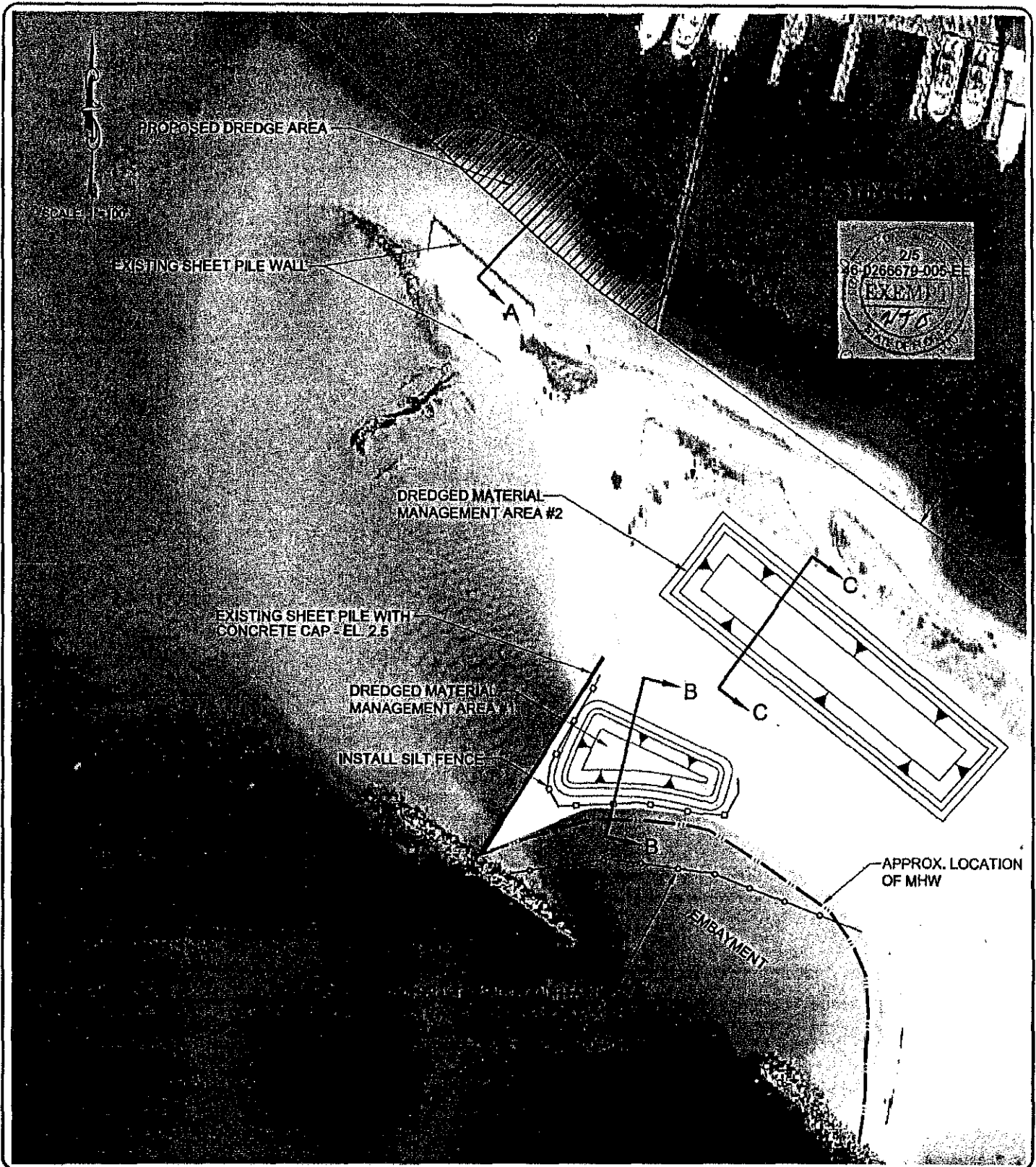
**CITY OF DESTIN  
PUBLIC SERVICES DEPT.  
4200 INDIAN BAYOU TRAIL  
DESTIN, FLORIDA 32541  
PHONE: (850) 837-4242  
FAX: (850) 837-3267**

Drawing Name **LOCATION**

Dep. No.	2016-2	Sheet No.	1
Date	5-17-16		of
Drawn By	DOC		5

THE DESIGN, CONCEPTS, SPECIFICATIONS, AND DOCUMENTS HEREIN ARE THE PROPERTY OF THE CITY OF DESTIN, FLORIDA AND NO PART THEREOF SHALL BE COPIED OR OTHERWISE DISCLOSED TO OR USED BY OTHERS WITHOUT THE WRITTEN CONSENT OF THE CITY OF DESTIN, FLORIDA.





**OLD PASS LAGOON CHANNEL  
MAINTENANCE DREDGING  
DESTIN, FLORIDA**

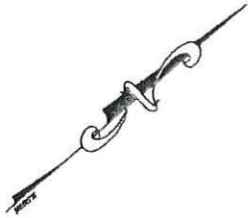
NO.	REVISION/ISSUE	DATE

**CITY OF DESTIN  
PUBLIC SERVICES DEPT.  
4200 INDIAN BAYOU TRAIL  
DESTIN, FLORIDA 32541  
PHONE: (850) 837-4242  
FAX: (850) 837-3267**

Drawing Name  
**SITE PLAN**

Proj. No.	2016-2	Sheet No.	2
Date	5-17-16		OF
Drawn By	DOC		5

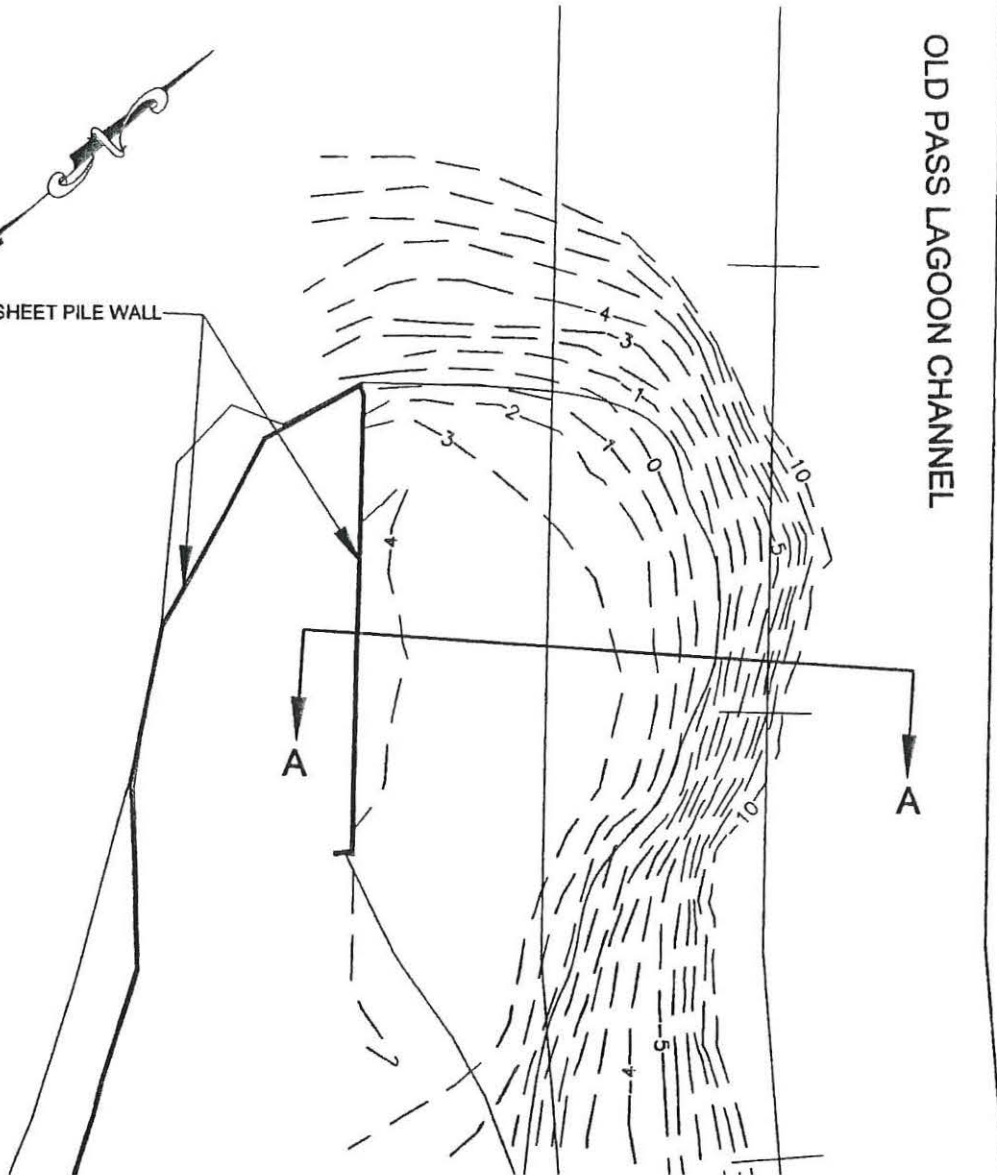
THE DESIGN, CONCEPTS, SPECIFICATIONS, AND DOCUMENTS HEREIN ARE THE PROPERTY OF THE CITY OF DESTIN, FLORIDA AND NO PART THEREOF SHALL BE COPIED OR OTHERWISE DISCLOSED TO OR USED BY OTHERS WITHOUT THE WRITTEN CONSENT OF THE CITY OF DESTIN, FLORIDA.



EXISTING SHEET PILE WALL

OLD PASS LAGOON CHANNEL

15+00/5  
46-0266679-005-EE  
EXEMPT  
NYS  
DATE 11/15



16+00

17+00

**EXISTING CONDITION OF  
DREDGE AREA**

SCALE: 1"=40'

**OLD PASS LAGOON CHANNEL  
MAINTENANCE DREDGING  
DESTIN, FLORIDA**

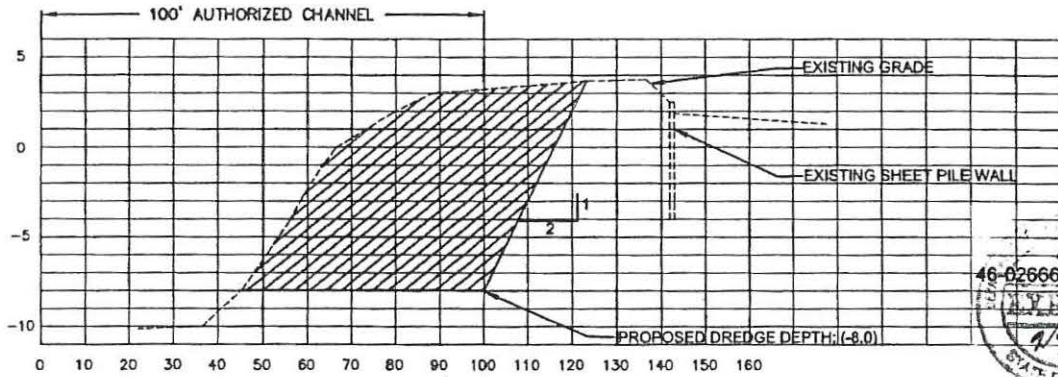
NO.	REVISION/ISSUE	DATE

CITY OF DESTIN  
PUBLIC SERVICES DEPT.  
4200 INDIAN BAYOU TRAIL  
DESTIN, FLORIDA 32541  
PHONE: (850) 837-4242  
FAX: (850) 837-3267

Drawing Name  
**DREDGE AREA**

Proj. No. 2016-2	Sheet No. 3
Date 5-17-16	OF 5
Drawn By DOC	

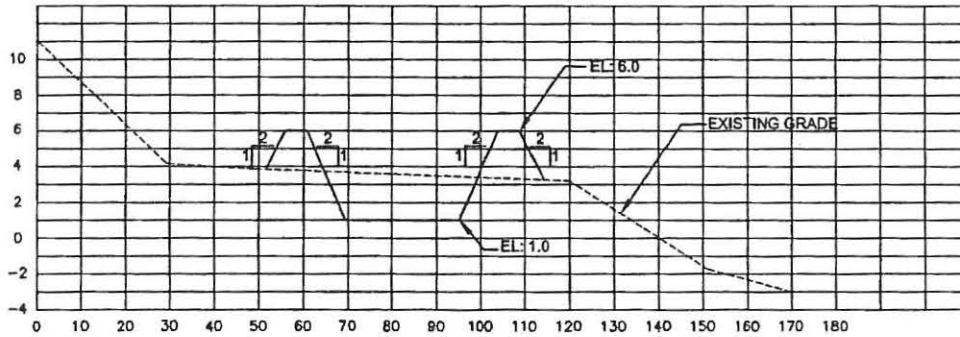
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4/5  
46-0266679-005-EE  
A.S.T.  
1995  
STATE OF FLORIDA

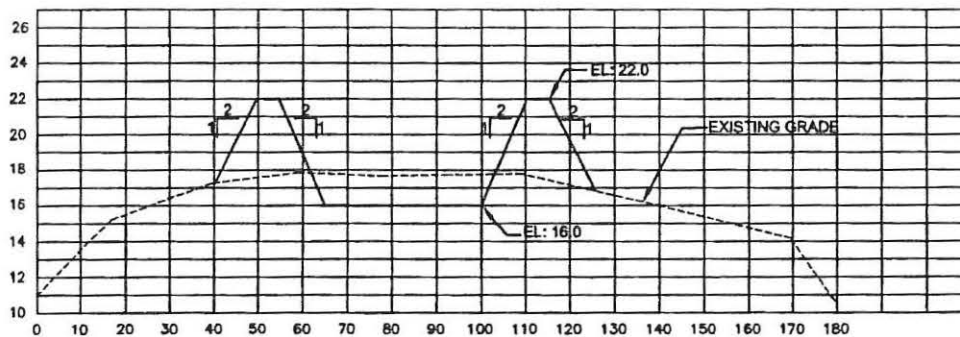
**DREDGE SECTION A**

SCALE: 1"=40' H  
1"=10' V



**DMMA #1 SECTION B**

SCALE: 1"=40' H  
1"=10' V



**DMMA #2 SECTION C**

SCALE: 1"=40' H  
1"=10' V

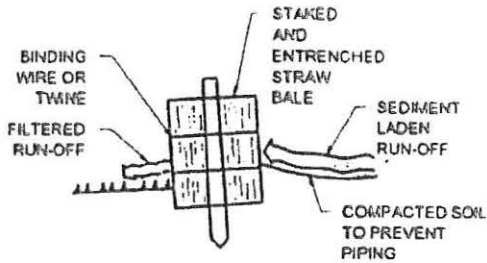
OLD PASS LAGOON CHANNEL  
MAINTENANCE DREDGING  
DESTIN, FLORIDA

NO.	REVISION/ISSUE	DATE

CITY OF DESTIN  
PUBLIC SERVICES DEPT.  
4200 INDIAN BAYOU TRAIL  
DESTIN, FLORIDA 32541  
PHONE: (850) 837-4242  
FAX: (850) 837-3267

Drawing Name		SECTIONS	
Dwg. No.	2016-2	Sheet No.	4
Date	5-17-16		5
Drawn By	DOC		

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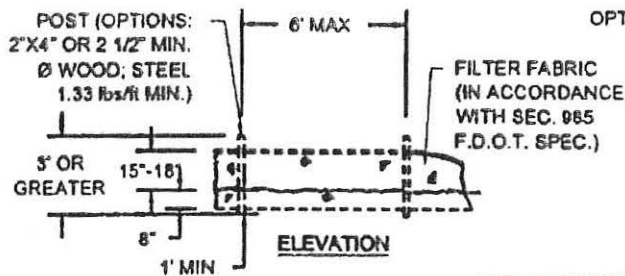
**CROSS SECTION OF A PROPERLY INSTALLED STRAW BALE**



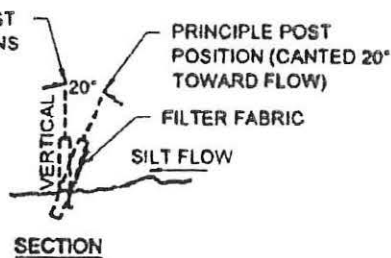
**TYPE III AND IV SILT FENCE**

DITCH INSTALLATION AND SPACING FOR TYPE III AND IV SILT FENCE TO BE IN ACCORDANCE WITH SHEET 1 OF 3, OF THE F.D.O.T. INDEX 48-0268579-005-EE

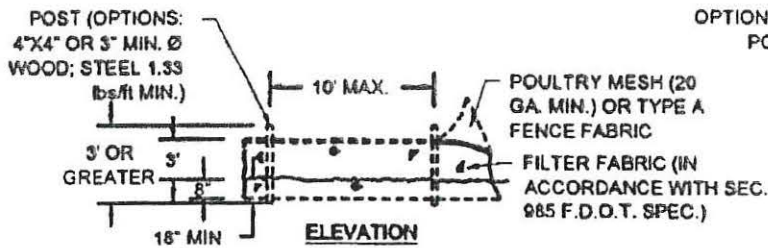
DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.



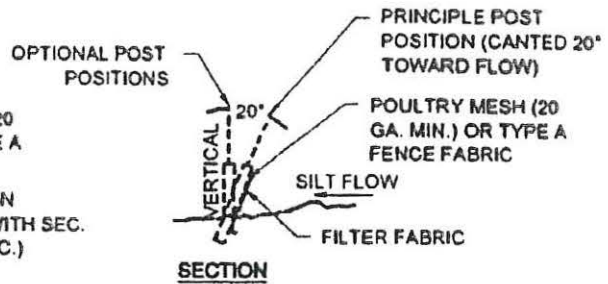
**TYPE III SILT FENCE**



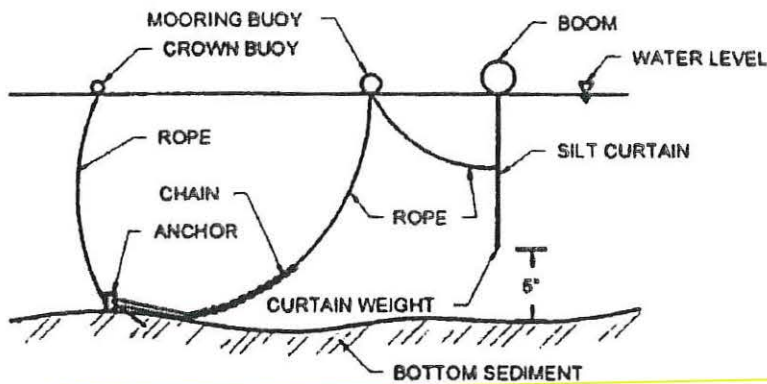
**SECTION**



**TYPE IV SILT FENCE**



**SECTION**



**TURBIDITY CURTAIN DETAIL**

OLD PASS LAGOON CHANNEL  
MAINTENANCE DREDGING  
DESTIN, FLORIDA

NO.	REVISION/ISSUE	DATE

CITY OF DESTIN  
PUBLIC SERVICES DEPT.  
4200 INDIAN BAYOU TRAIL  
DESTIN, FLORIDA 32541  
PHONE: (850) 837-4242  
FAX: (850) 837-3267

Drawing Name  
**TURBIDITY CONTROL  
DETAILS**

Dep. No.	2016-2	Sheet No.
Date	5-17-16	5 OF 5
Drawn By	DOC	



CITY OF DESTIN, FLORIDA  
2016  
EMERGENCY OLD PASS LAGOON DREDGING

BID FORM

PART I Bid submitted by:

Company: Panhandle Machine & Supply

Address: 116450 SE Main Street

City & State: Blountstown, Fl. Zip Code: 32424

Telephone: ( ) 850-674-2040 Fax: ( ) \_\_\_\_\_

Number of Years in Business: 5 Email panhandle machine @fairpoint.net

PART II 2016 Emergency Old Pass Lagoon Dredging, as follows:

The Scope of Work will include mobilization, grading of dredged material management areas (DMMA). Project work generally consists of hydraulically dredging approximately 3,000 to 4,000 cubic yards of sand from the Destin Harbor Entrance Channel in Okaloosa County, Florida. The project includes dredging the Destin Harbor Entrance Channel from Station 14+90 to 17+10 to -6 ft MLLW plus 2 feet of overdredge (-8 ft MLLW total). The project limits, proposed dredging depths and channel side slopes are shown on the attached Drawings. The project intent is to restore a portion of the channel's design template, in accordance with the regulatory permits:

The Contractor will construct and operate temporary dredged material management areas (DMMA's) on adjacent Norriego Point. The City currently has regulatory exemption for constructing two dredge material management areas on Norriego Point. The attached permit drawings do not show engineered dredge material management areas. The DMMA's shown are illustrative only and are meant to show general location and concept only. The Contractor will be responsible for designing and operating the DMMA.

The Contractor shall transport the dredged material via pipeline and place it into the approved DMMA(s) and shall use Best Management Practices during construction to control erosion and turbidity. This project shall be completed and demobilized by July 1, 2016. The contractor is responsible for pre & post construction surveys of the channel.

<u>BASE BID</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>		
1. Mobilization/ Demobilization	_____	LS	_____	Total \$ <u>24,000.00</u>
2. Temporary DMMA Construction and Operations	_____	LS	_____	Total \$ <u>3,000.00</u>
3. Pre & Post Construction Surveys	_____	LS	_____	Total \$ <u>3,000.00</u>
4. Hydraulic Dredging and Material Transfer to DMMA	4,000	CY	<u>12.50</u>	Total \$ <u>50,000.00</u>
				Grand Total \$ <u>80,000.00</u>

END OF BID FORM

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

2016

EMERGENCY OLD PASS LAGOON DREDGING

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid 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 bid, 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 occurring in the workplace no later than five (5) working 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 the 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 drug-free workplace requirements.

COMPANY: Panhandle Machine & Supply  
ADDRESS: 16450 SE Main Street  
CITY: Blountstown STATE: FL ZIP CODE: 32424  
TELEPHONE NUMBER: 850-674-8040  
SIGNATURE: Mary Duncan DATE: 5/24/16  
NAME (TYPED OR PRINTED): Gary Duncan  
TITLE: owner

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

2016

EMERGENCY OLD PASS LAGOON DREDGING

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract PSB 16-11-PS

2. This sworn statement is submitted Panhandle Machine & Supply whose  
business address is 10450 SE Main Street, Blountstown, FL 32424

and (if applicable) Federal Employer Identification Number (FEIN) is 27-3091636 (If the entity has no  
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Gary Durcan and my relationship to the entity named  
above is Owner

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Sary Duncan  
(Signature)

Date: 5-25-16

STATE OF FLORIDA  
COUNTY OF Calhoun

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 25 day of May, 2016, and is personally known to me, or has provided \_\_\_\_\_ as identification.

Susan H. Barfield  
Notary Public

My Commission expires: Oct. 18, 2017

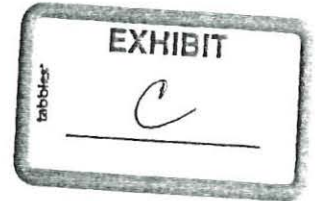






REPLY TO  
ATTENTION OF

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



May 25, 2016

Regulatory Division  
North Permits Branch  
Pensacola Permits Section  
SAJ-2007-04911 (SP-TSH)

Mr. Greg Kisela, City Manager  
City of Destin  
4200 Indian Bayou Trail  
Destin, FL 32541

Dear Mr. Kisela:

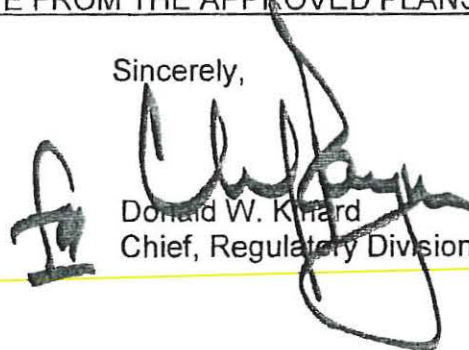
The U.S. Army Corps of Engineers (Corps) is pleased to enclose the Department of the Army permit, which should be available at the construction site. Work may begin immediately but the Corps must be notified of:

- a. The date of commencement of the work,
- b. The dates of work suspensions and resumptions of work, if suspended over a week, and
- c. The date of final completion.

This information should be mailed to the Special Projects and Enforcement Branch of the Regulatory Division of the Jacksonville District at 41 North Jefferson Street, Suite 301, Pensacola, Florida, 32502. The Special Projects and Enforcement Branch is also responsible for inspections to determine whether Permittees have strictly adhered to permit conditions.

IT IS NOT LAWFUL TO DEVIATE FROM THE APPROVED PLANS ENCLOSED.

Sincerely,



Donald W. Khard  
Chief, Regulatory Division

Enclosures

Copies Furnished:  
Mr. Matthew Trammell, Taylor Engineering, agent



CITY OF DESTIN  
**AGENDA ITEM**

**COUNCIL MEETING DATE:** July 18, 2016  
**TYPE OF AGENDA ITEM:** Staff Report and Recommendation

---

**TO:** Mayor and City Council  
**THRU:** City Manager/Carisse LeJeune  
**THRU:** Finance Director/Bragg Farmer  
**FROM:** Public Services Director/David O. Campbell, PE  
**DATE:** July 8, 2016  
**SUBJECT:** Emergency Maintenance Dredging of the Old Pass Lagoon Channel Change Order 2

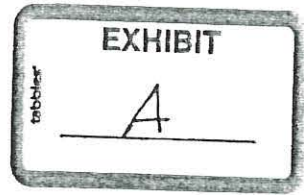
- I. **BACKGROUND:** City Council approved emergency dredging of the Old Pass Lagoon Channel in June, 2016. Based on available data, it was estimated that approximately 4000 cubic yards (cy) of sand material would be removed from the Channel. Dredging activity was completed on June 30, 2016.
- II. **DISCUSSION:** A pre and post survey was required by the construction contract to confirm the dredging activity was in accordance with the permitted drawings and also to determine the amount of material dredged. The contract amount was based on 4000 cy of material being dredged. The survey of the channel pre and post indicated that a total of 5,283 cy of material was removed from the channel to achieve the required depth; 1,283 cy more than the original estimate.

The contracted unit price for sand removal is \$12.50 per cy, therefore the additional cost is \$16,037.50 (Attachment B)

- A. **Link to Strategic Goals /Objectives:**
  - II. Preservation of Heritage and Environment
    - II.D.2.a. Armoring of Norriego Point
- B. **Effect on Budget (EOB):** There are no funds currently allocated in the FY16 budget for dredging. Funds sufficient to cover the dredging operations will need to be authorized and added to the 2016 budget.
- C. **Level of Service (LOS):** Safety and accessibility for boat ingress and egress to the Destin Harbor will be substantially improved as a result of the dredging operation.

- III. **CONCLUSION:** In order to achieve the required depth and width of channel for safe boating activities in the Destin Harbor, it was necessary to dredge 5,283 cy of sand material; 1283 cy more than the original estimate. Based on the contract price for sand removal, the contractor is due an additional \$16,037.50.
- IV. **RECOMMENDED MOTION:** I move that City Council authorize the City Manager to execute a change order to the contract with Panhandle Machine & Supply for emergency dredging of Old Pass Lagoon Channel in the amount of \$16,037.50, fund the change order from the City's ending fund balance account and make the appropriate budget amendment.

**Attachment A:** Surveyor's Certification of material removed  
**Attachment B:** Panhandle Machine & Supply Overage Invoice  
**Attachment C:** Panhandle Machine & Supply original bid



BUCHANAN & HARPER, INC.  
Engineering ~ Planning ~ Surveying ~ Landscape Architecture

735 West 11<sup>th</sup> Street ~ Panama City, Florida 32401

Telephone: (850) 763-7427 ~ Fax: (850) 784-2120

July 5, 2016

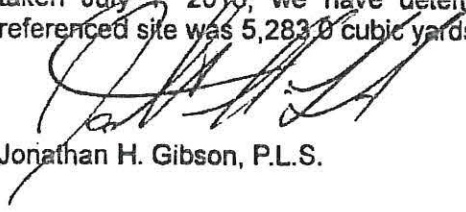
Via U.S. Mail

Gary Duncan  
North Florida Diversified, Inc  
P.O. Box 70  
Clarksville, FL 32430

Re: Dredge volume calculations East Pass Lagoon Destin, Florida  
B&H Job No. 10215

Dear Mr. Duncan:

After review of the pre-dredge soundings taken June 17, 2016 and the post-dredge soundings taken July 1, 2016, we have determined the total volume of material removed from the referenced site was 5,283.0 cubic yards.



Jonathan H. Gibson, P.L.S.

SURFACE TO SURFACE VOLUME REPORT

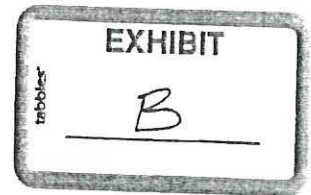
Buchanan & Harper  
735 West 11th Street  
Panama City, Florida 32401  
(850) 763-7427

Project: S:\10000\10200\10215\Terramodel\10215.pro  
Report Generated: Saturday, July 02, 2016 11:29:51 AM

-----  
Where the second surface is above the first the volume is reported as fill.  
Where the second surface is below the first the volume is reported as  
excavation.  
-----

Shrinkage/swell factors:	Excavation	1.0000	Fill	1.0000
First Surface Layer Name	Number of Points	Second Surface Layer Name	Number of Points	
-----	-----	-----	-----	
`DTM-PRE-DREDGE	69	`DTM-POST-DREDGE	59	
Excavation Volume (Cu. Yd.)		Fill Volume (Cu. Yd.)		
-----		-----		
5,283.0		0.0		

Net Difference: 5,283.0 Cu. Yd. Waste



Panhandle Machine & Supply Inc  
16450 SE Main Street  
Blountstown, FL 32424  
(850)674-2040  
panhandlemachine@fairpoint.net

## INVOICE

### BILL TO

The City of Destin  
2016 Emergency Old Pass  
Lagoon Dredging Project  
Project# RSB 16-11-PS

INVOICE # 3689

DATE 07/12/2016

DUE DATE 07/12/2016

TERMS Due on receipt

DATE	ACTIVITY	AMOUNT
07/12/2016	<b>Services</b> Dredging additional 1,283 cubic yards @ \$12.50 per cubic yard Change Order#2	16,037.50
07/12/2016	<b>Services</b> Remaining balance from original contract price	0.01
07/12/2016	Final Invoice for Emergency Old Pass Lagoon Dredging Project	

Payment due upon receipt.  
Thank you for your business.

**BALANCE DUE**

**\$16,037.51**



CITY OF DESTIN, FLORIDA  
2016  
EMERGENCY OLD PASS LAGOON DREDGING

BID FORM

PART I Bid submitted by:

Company: Panhandle Machine & Supply

Address: 116450 SE Main Street

City & State: Blountstown, Fl. Zip Code: 32424

Telephone: ( 850-674-2040 ) Fax: ( )

Number of Years in Business: 5 Email: panhandle.machine@fairpoint.net

PART II 2016 Emergency Old Pass Lagoon Dredging, as follows:

The Scope of Work will include mobilization, grading of dredged material management areas (DMMA). Project work generally consists of hydraulically dredging approximately 3,000 to 4,000 cubic yards of sand from the Destin Harbor Entrance Channel in Okaloosa County, Florida. The project includes dredging the Destin Harbor Entrance Channel from Station 14+90 to 17+10 to -6 ft MLLW plus 2 feet of overdredge (-8 ft MLLW total). The project limits, proposed dredging depths and channel side slopes are shown on the attached Drawings. The project intent is to restore a portion of the channel's design template, in accordance with the regulatory permits:

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<u>BASE BID</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>		
1. Mobilization/ Demobilization	_____ LS	_____	Total	\$ <u>24,000.00</u>
2. Temporary DMMA Construction and Operations	_____ LS	_____	Total	\$ <u>3,000.00</u>
3. Pre & Post Construction Surveys	_____ LS	_____	Total	\$ <u>3,000.00</u>
4. Hydraulic Dredging and Material Transfer to DMMA	4,000 CY	<u>12.50</u>	Total	\$ <u>50,000.00</u>
			Grand Total	\$ <u>80,000.00</u>

END OF BID FORM