

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/09/2021

Contract/Lease Control #: C22-3141-PW

Procurement#: ITB PW 57-21

Contract/Lease Type: AGREEMENT

Award To/Lessee: DALTON BROTHERS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/07/2021

Expiration Date: 225 DAYS FROM NTP

Description of: OKALOOSA ISLAND-SOUNDSIDE ACCESS NO. 2

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Performance Bond

This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes, and Section 255.05(10) Florida Statutes.

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

Dalton Brothers, Inc. P.O. Box 426 , Fort Walton Beach, FL 32549
as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

The Gray Insurance Company PO Box 6202 Metairie, LA 70009
as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Okaloosa County Board of County Commissioners 1250 Eglin Parkway N Shalimar, FL 32579
as Obligee, hereinafter called Owner, in the amount of

One million, one hundred twenty three thousand, four hundred and twenty six dollars and no cents Dollars
(\$1,123,426.00)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated 12-07-2021 , entered into a contract with Owner for
(Here insert full name, address and description of project)

Project : Okaloosa Island- Soundside Access No. 2

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

AIA DOCUMENT A311 - PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND - AIA @
FEBRUARY 1970 ED. - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N Y. AVE., N.W., WASHINGTON, D. C. 20006

Inst. #3512281 Bk: 3592 Pg: 3163
Page 1 of 5 Recorded: 12/13/2021 12:03 PM
RECORDING ARTICLE V: \$20.00 RECORDING: \$24.00

DEPUTY CLERK APRESTWOOD
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

CONTRACT: C22-3141-PW
DALTON BROTHERS, INC.
OKALOOSA ISLAND SOUND-SIDE-
ACCESS #2
EXPIRES: 225 DAYS FROM NTP

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 30th day of November 2021.

[Signature]

Dalton Brothers, Inc.
(Principal)
Michael A. Dalton
Mike Dalton, President



The Gray Insurance Company
(Surety)
K. Wayne Walker
K Wayne Walker, Attorney-in-Fact
& FL Licensed Resident Agent



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes, and Section 255.05(10) Florida Statutes.

KNOW ALL MEN BY THESE PRESENTS: that as

(Here insert full name and address or legal title of contractor)

Dalton Brothers, Inc. P.O. Box 426 Fort Walton Beach, FL 32549 as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

The Gray Insurance Company PO Box 6202 Metairie, LA 70009 as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Okaloosa County Board of County Commissioners 1250 Eglin Parkway N Shalimar, FL 32579 as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

One million, one hundred twenty three thousand, four hundred and twenty six dollars and no cents Dollars (\$1,123,426.00)

(here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 12-07-2021, entered into a contract with Owner for (Here insert full name, address and description of project)

Project : Okaloosa Island- Soundside Access No.

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions

1. A claimant is defined as one having a direct contract with the Principal or, with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

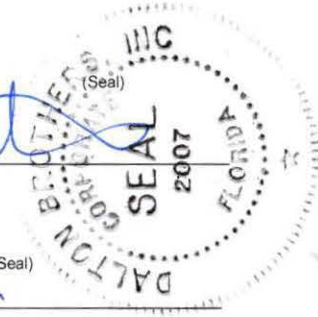
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien 'be presented under and against this bond.

Signed and sealed this 30th day of November 2007

Dalton Brothers, Inc.

(Principal)

Michael H. Dalton
Mike Dalton, President



The Gray Insurance Company

(Surety)

(Seal)

K. Wayne Walker
K. Wayne Walker, Attorney-in-Fact
& FL Licensed Resident Agent

[Signature]



**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS55100050 **Principal:** Dalton Brothers, Inc.

Project: Okaloosa Island- Soundside Access No. 2

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Benjamin H. French, Rebekah G. Wolf, L. Dale Waldorff, K. Wayne Walker, Pamela L. Jarman, and Paul A. Locascio of Fort Walton Beach, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this day of



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
M.E. Wilson Company LLC
Waldorff Insurance & Bonding
45 Eglin Parkway NE Ste 202
Fort Walton Beach FL 32548

INSURED
Dalton Brothers, Inc.
P.O. Box 426
Fort Walton Beach FL 32549

CONTACT NAME: Dale Waldorff
PHONE (A/C, No., Ext): 850-581-4925
FAX (A/C, No.): 850-581-4930
E-MAIL ADDRESS: receptionist@waldorffinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Builders Ins Co.	11240
INSURER B: National Builders Ins. Co.	16632
INSURER C: Federal Insurance Company	20281
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2020794682 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. JECT <input type="checkbox"/> LOC OTHER:	Y Y	GLP 0095535 11	12/7/2021	12/7/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB 0206875 06	12/7/2021	12/7/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCV 0094630 11	12/7/2021	12/7/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater		45472493	5/18/2021	5/18/2022	Leased/Rented Equip: 100,000 Scheduled Equip: 28,000 Deductible: 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Equipment Floater Scheduled Equipment: Komatsu 140WB Backhoe Loader #KMTWB001E36A21280
 Certificate Holder is listed as Additional Insured, when required by written contract, as pertains to General Liability.
 Waiver of Subrogation applies when required by written contract in favor of the Certificate Holder as respects to General Liability.

CONTRACT: C22-3141-PW
DALTON BROTHERS, INC.
OKALOOSA ISLAND SOUNDSIDE- ACCESS #2
EXPIRES: 225 DAYS FROM NTP

CERTIFICATE HOLDER

Okaloosa County Board of County Commissioners
 5479 Old Bethel Road
 Crestview FL 32536

CAN(C)

SHO THE ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TR30 Tracking Number: 4458-22
Procurement/Contractor/Lessee Name: Dalton Brothers Grant Funded: YES ___ NO X
Purpose: Okaloosa Island - Soundside Access #2
Date/Term: 225 days from NTP 1. GREATER THAN \$100,000
Department #: 3170 2. GREATER THAN \$50,000
Account #: 563764 3. \$50,000 OR LESS
Amount: \$1,123,426.00
Department: PW Dept. Monitor Name: Auty

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 11-17-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____
Date: _____
Grants Coordinator

Risk Management Review

Approved as written: see email attached Date: 11-17-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 11-24-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

COA-3141-PW

DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, November 24, 2021 9:47 AM
To: DeRita Mason
Cc: Kerry Parsons
Subject: Re: Soundside Access 2 - ITB PW 57-21
Attachments: ITB PW 57-21 - Contract final 11.24.21.doc

DeRita,

Attached are my changes to this contract. With these changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Wednesday, November 17, 2021 7:05:15 AM
To: Lynn Hoshihara
Cc: Karen Donaldson; Kerry Parsons
Subject: FW: Soundside Access 2 - ITB PW 57-21

Good morning,
Please review and approve.
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPF
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536

DeRita Mason

From: Kristina LoFria
Sent: Wednesday, November 17, 2021 9:44 AM
To: DeRita Mason
Subject: FW: Soundside Access 2 - ITB PW 57-21
Attachments: ITB PW 57-21 - Contract final.doc; ITB PW 57-21 - Contract final.pdf

This is approved by risk management for insurance purposes with bonding in place.

Thank You

Kristy LoFria

From: Karen Donaldson <kdonaldson@myokaloosa.com>
Sent: Wednesday, November 17, 2021 8:51 AM
To: Kristina LoFria <klofria@myokaloosa.com>
Subject: FW: Soundside Access 2 - ITB PW 57-21

From: DeRita Mason
Sent: Wednesday, November 17, 2021 6:05 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Kerry Parsons <kparsons@myokaloosa.com>
Subject: FW: Soundside Access 2 - ITB PW 57-21

Good morning,
Please review and approve.
Thank you,

DeRita Mason



DeRita Mason, CFPB, NIGP-CFP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

Named insured

DALTON BROTHERS INC
103 MEIGS DR
SHALIMAR, FL 32579

Policy number: 02776822-6

Underwritten by:
Progressive Express Ins Company
September 23, 2021
Policy Period: Nov 13, 2021 - Nov 13, 2022
Page 1 of 3

progressiveagent.com

Online Service
Make payments, check billing activity, print policy documents, or check the status of a claim.

1-800-444-4487

For customer service and claims service,
24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary

This is your Renewal Declarations Page

This Renewal Declarations Page is effective only if the minimum amount due to renew your policy is received or postmarked by November 13, 2021.

Your coverage begins on November 13, 2021 at 12:01 a.m. This policy expires on November 13, 2022 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852FL (02/19), 1652FL (02/19), 4757FL (02/19), 1198 (01/04), 4852FL (02/19), 4881FL (02/19) and Z228 (01/11).

The named insured organization type is a corporation.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$2,623
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured Motorist Non-Stacked	\$1,000,000 combined single limit		447
Basic Personal Injury Protection			79
Without Work Comp-Named Insured & Relatives	\$10,000 each person	\$0	
Medical Payments	\$5,000 each person		13
Comprehensive			322
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			231
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			\$3,715
Fees			100
Total 12 month policy premium and fees			\$3,815
Discount if paid in full			-510
Total 12 month policy premium if paid in full			\$3,305

Rated driver

- MICHAEL H DALTON
- FORREST B DALTON

Auto coverage schedule

1. **2013 Ford F250** Actual Cash Value (plus \$2,000.00 Permanently Attached Equip)
 VIN: 1FT7W2BT2DEA78529 Garaging Zip Code: 32579 Radius: 100

Liability Premium	Liability	UM/UIM BI	PIP	Med Pay	
	\$2,623	\$447	\$79	\$13	
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
	\$500	\$322	\$500	\$231	\$3,715

Premium discounts

Policy: 02776822-6 Business Experience and Package
 Vehicle: 2013 Ford F250 Air Bag, Anti-Lock Brakes and Anti-Theft Device 2

Loss Payee information

1. Loss Payee Auto 1 FORD MOTOR CREDIT
 PD BOX 390910 MINNEAPOLIS, MN 55439
 2013 Ford F250 (1FT7W2BT2DEA78529)

Additional Insured information

1. Additional Insured LYNX FBO DESTIN
 1001 AIRPORT DR DESTIN, FL 32541
 2. Additional Insured EGLIN FCU
 838 EGLIN PKWY FT WALTON BCH, FL 32547
 3. Additional Insured OKALOOSA CTY BOCC
 302 N WILSON ST CRESTVIEW, FL 32536
 4. Additional Insured CONTINENTAL REALTY
 1427 CLARKSVIEW BALTIMORE, MD 21209
 5. Additional Insured H & E EQUIPMENT-SER
 7500 PECUE LANE BATON ROUGE, LA 70809

Agent signature

Mark P... [Handwritten Signature]





GEICO MARINE INSURANCE COMPANY
 5323 PORT ROYAL RD
 SPRINGFIELD VA 22151
 Policy Service: 877-581-2628
 Claims: 877-970-2628

DECLARATIONS PAGE

Named Insured MICHAEL DALTON
Address 103 MEIGS DRIVE
 SHALIMAR, FL 32579

Policy No. BSP5032807-01

Policy Period: From 09/21/2021 to 09/21/2022 beginning and ending at 12:01 A.M. at the address on this page for the **Named Insured**.

Underwriting Company: GEICO MARINE INSURANCE COMPANY

Insured Boat 2000 ANGLER BOATS 19 Runabout Angc1019L900
 YEAR MANUFACTURER LENGTH TYPE IDENTIFICATION NUMBER

COVERAGE IS PROVIDED ONLY WHERE AN AMOUNT OF INSURANCE IS SHOWN			
COVERAGES	AMOUNT OF INSURANCE		
Hull and Equipment	Actual Cash Value	Actual Cash Value	Incl
Towing and Assistance	Each Incident	\$3,000	Incl
Boat Trailer	Amount of Insurance	\$0	Incl
Personal Effects	Replacement Cost	\$0	Incl
Boating Liability (Protection and Indemnity)	Limit Each Occurrence, Bodily Injury and Property Damage	\$100,000	Incl
Medical Payments	Limit Per Person Each Occurrence	\$1,000	Incl
Fuel and Other Spill Liability	Limit Each Occurrence	\$997,100	Incl
Uninsured Boater	Limit Each Occurrence	\$100,000	Incl

FORMS AND ENDORSEMENTS made a part of this Policy at time of issue:
 FL001 FL030

Total Premium	\$261.00
State Taxes/Fees	\$0.00
Net Annual Premium	\$261.00

DEDUCTIBLES: Hull and Equipment: \$500
 Named Storm: Refer to your Marine Insurance Policy
 Theft of Insured Boat: Refer to your Marine Insurance Policy
 Other Deductibles may apply. Please refer to your Marine Insurance Policy and any applicable Endorsements.

CRUISING LIMITS: While afloat the **insured boat** must be confined to the area indicated below:
 Coastal and Inland waters of the U.S. and Canada

LOSS PAYEE:



Board of County Commissioners Purchasing Department

State of Florida

Date: November 19, 2021

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
ITB PW 57-21

Okaloosa Island-Soundside Access No. 2

Okaloosa County would like to thank all businesses, which submitted responses to Okaloosa Island-Soundside Access No. 2. (ITB PW 57-21)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Dalton Brothers, Inc.
P.O. Box 426
Fort Walton Beach, FL 32549

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,


Jeffrey Hyde
Purchasing Manager

DALTON BROTHERS, INC.

DUNS Unique Entity ID 860037881	SAM Unique Entity ID KJ25B3A3WW78	CAGE / NCAGE 53E74
Purpose of Registration All Awards	Expiration Date Jul 23, 2020	Registration Status Expired
Physical Address 103 Meigs DR Shalimar, Florida 32579-2212 United States	Mailing Address 103 Meigs Drive Shalimar, Florida 32579-2212 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 01	State / Country of Incorporation Florida / United States	URL http://www.daltonbrothersinc.com

Registration Dates

Activation Date Jul 24, 2019	Submission Date Jul 24, 2019	Initial Registration Date May 27, 2008
--	--	--

Entity Dates

Entity Start Date Aug 10, 2007	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Economically Disadvantaged Women Owned

Woman Owned Business

Entrance Date: **Currently Not Available**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Accepts Credit Card Payments
No

Debt Subject To Offset
No

Electronic Business

⌘
Anna B Dalton

**P O Box 426
Fort Walton Beach, Florida 32549
United States**

Michael H DALTON

103 Meigs Drive
Shalimar, Florida 32579
United States

Government Business

⌘
Michael H DALTON

**P O Box 426
Fort Walton Beach, Florida 32549
United States**

Michael H DALTON

103 Meigs Drive
Shalimar, Florida 32579
United States

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	236220	Commercial And Institutional Building Construction
	236118	Residential Remodelers
	236210	Industrial Building Construction
	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238120	Structural Steel And Precast Concrete Contractors
	238130	Framing Contractors
	238140	Masonry Contractors
	238160	Roofing Contractors
	238220	Plumbing, Heating, And Air-Conditioning Contractors
	238910	Site Preparation Contractors
	238990	All Other Specialty Trade Contractors

Yes, this entity appears in the disaster response registry.

States
Florida

Counties

Metropolitan Statistical Areas



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
DALTON BROTHERS, INC.

Filing Information

Document Number	P07000090566
FEI/EIN Number	26-0714266
Date Filed	08/10/2007
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/19/2012
Event Effective Date	NONE

Principal Address

103 MEIGS DRIVE
SHALIMAR, FL 32579

Changed: 01/10/2012

Mailing Address

P O BOX 426
FORT WALTON BEACH, FL 32549

Changed: 01/10/2012

Registered Agent Name & Address

DALTON, MICHAEL H
103 MEIGS DRIVE
SHALIMAR, FL 32579

Name Changed: 08/07/2008

Address Changed: 01/10/2012

Officer/Director Detail

Name & Address

Title P

DALTON, ANNA
103 MEIGS DR
SHALIMAR, FL 32579

Title VP

DALTON, MICHAEL
103 MEIGS DR
SHALIMAR, FL 32579

Title D

DALTON, JACOB
103 MEIGS DR
SHALIMAR, FL 32579

Title D

DALTON, FORREST
90 MEIGS DR
SHALIMAR, FL 32579

Title Director

Dalton, Griffin Spencer
P O Box 426
Fort Walton Beach, FL 32549

Annual Reports

Report Year	Filed Date
2019	02/07/2019
2020	02/06/2020
2021	01/12/2021

Document Images

01/12/2021 -- ANNUAL REPORT	View image in PDF format
02/06/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
03/27/2018 -- ANNUAL REPORT	View image in PDF format
02/17/2017 -- ANNUAL REPORT	View image in PDF format
04/08/2016 -- ANNUAL REPORT	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
03/18/2014 -- ANNUAL REPORT	View image in PDF format
04/01/2013 -- ANNUAL REPORT	View image in PDF format
03/19/2012 -- Amendment	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
02/02/2011 -- ANNUAL REPORT	View image in PDF format
02/26/2010 -- ANNUAL REPORT	View image in PDF format
04/30/2009 -- ANNUAL REPORT	View image in PDF format
08/07/2008 -- Reg. Agent Change	View image in PDF format
04/01/2008 -- ANNUAL REPORT	View image in PDF format
03/28/2008 -- ANNUAL REPORT	View image in PDF format

[08/10/2007 -- Domestic Profit](#)

[View image in PDF format](#)

Contract Documents - Specifications – Drawings



ITB PW 57-21
OKALOOSA ISLAND - SOUNDSIDE ACCESS NO. 2

Fort Walton Beach, Florida

OKALOOSA COUNTY COMMISSIONERS

Carolyn Ketchel, Chair, District 2
Mel Ponder, Vice Chair, District 5
Paul Mixon, District 1
Nathan Boyles, District 3
Trey Goodwin, District 4

COUNTY ADMINISTRATOR

John Hofstad

PUBLIC WORKS DIRECTOR

Jason Autrey, P.E.

COUNTY ENGINEER

Scott Bitterman, P.E.

CONTRACT: C22-3141-PW
DALTON BROTHERS, INC.
OKALOOSA ISLAND SOUNDSIDE-
ACCESS #2
EXPIRES: 225 DAYS FROM NTP

DOCUMENT 00520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, Florida (“OWNER”) and Dalton Brothers Inc. of 103 Meigs Drive Shalimar, FL 32579, certified to do business in the state of Florida (“CONTRACTOR”).

OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The WORK is generally described as follows: Okaloosa Island - Soundside Access No. 2.

ARTICLE 2 – THE PROJECT

2.01 The project includes the seaward demolition of an existing marginal dock, piles, bulkhead, and wave attenuators. These will be replaced by a living shoreline, ADA kayak launch, bulkhead, wave attenuators, rip rap, and marginal dock with pier. Upland improvements include the grading and construction of a parking lot, sidewalk, curb and gutter, as well as an interconnected stormwater management system. Additional improvements include landscaping, fencing, and lighting.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the WORK has been designed by MRD Associates, Inc.
 3.02 The OWNER has retained the County Engineer (“ENGINEER”) to act as OWNER’s representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence
 A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days
 A. The Work will be substantially completed within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 225 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages
 A. Section 337.18(2) of the Florida Statutes, requires the OWNER adopt regulations for the determination of default and provisions that the Contractor pay liquidated damages (daily charge per calendar day) for any failure of the Contractor to complete the Contract work within the Contract Time.
 B. Applicable liquidated damages are based on the total awarded contract.
 C. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and

CONTRACTOR agree that as liquidated damages for delay. Contractor specifically acknowledges that the liquidated damages is not a penalty and waives any right to argue such at a later time.

1. Substantial Completion: CONTRACTOR shall pay OWNER \$750.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER \$750.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the amounts equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Paragraph 10.06 of the General Conditions. Unit prices have been computed as proved in Paragraph 13.03 of the General Conditions.

Contract Amount of \$1,123,426.00 (one million one hundred twenty-three thousand four hundred twenty-six dollars and zero cents).

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment in accordance with § 218.70-218.79 F.S. (Local Government Prompt Payment Act) during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established in Paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - a. 95 percent of Work completed (with the balance being retainage)
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1% percent per month in accordance with § 218.735 F.S. (Local Government Prompt Payment Act).

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:
 - A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all Federal, State and Local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. CONTRACTOR has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to CONTRACTORS doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports, if any, and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. CONTRACTOR’s entry into this Contract constitutes an incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Bid Form with Attachments (pages 00410-1 to 00410-24, inclusive).
 - 2. This Agreement (pages 00520-1 to 00520-13, inclusive).
 - 3. Performance bond (pages 00610-1 to 00610-3, inclusive).
 - 4. Payment bond (pages 00620-1 to 00620-3, inclusive).
 - 5. EJCDC General Conditions (pages 00700-1 to 00700-62, inclusive).
 - 6. Supplementary Conditions (pages 00800-1 to 00800-10, inclusive).
 - 7. Special Conditions (page 00810-1 and Appendix A consisting of 131 pages, inclusive).
 - 8. Summary of Work (page 01010-2, inclusive).
 - 9. Project Coordination (pages 01040-1 to 01040-3, inclusive).
 - 10. Temporary Facilities (pages 01500-1 to 01500-3, inclusive).
 - 11. Project Closeout (pages 01700-1 to 01700-3, inclusive).
 - 12. Record Documents (pages 01750-1 to 01750-2, inclusive).
 - 13. Construction Drawings and Technical Specifications consisting of 21 sheets with each sheet bearing the following general title: Okaloosa Island - Soundside Access No. 2, Fort Walton Beach, Florida (incorporated by reference).
 - 14. Addenda (numbers 1 to 1, inclusive).
 - 15. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Contractor's Application for Payment
 - d. Change Orders.
 - e. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 CONTRACTOR's Certifications

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Independent CONTRACTORS

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

10.07 Audit Provision

- A. The OWNER and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the CONTRACTOR with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement.

10.08 Public Records

- A. CONTRACTOR shall adhere to the Public Records law of Florida.
- B. Specifically, CONTRACTOR must:
 - 1. Keep and maintain public records required by the OWNER to perform the service.
 - 2. Upon request from the OWNER's custodian of public records, provide the OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the OWNER.
 - 4. Upon completion of the Agreement, transfer, at no cost, to the OWNER all public records in possession of the CONTRACTOR or keep and maintain public records required by the OWNER

to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the OWNER, upon the request from the OWNER's custodian of public records, in a format that is compatible with the information technology system of the OWNER.

- C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE (850) 689-5977 riskinfo@myokaloosa.com.**

10.09 Third Party Beneficiaries

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

10.10 Other Provisions

- A. OWNER stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the ENGINEERS Joint Contract Documents Committee®, and if OWNER is the party that has furnished said General Conditions, then OWNER has plainly shown all modifications to the standard wording of such published document to the CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. The individual signing this Agreement on behalf of CONTRACTOR represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The CONTRACTOR represent and warrants to the OWNER that the execution and delivery of the Agreement and the performance of CONTRACTOR's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the CONTRACTOR and enforceable in accordance with its terms.
- C. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the OWNER to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the OWNER thereafter to enforce such provisions.
- D. All notices required by this Agreement shall be in writing to the representatives listed below:

AUTHORIZED REPRESENTATIVES:

OWNER:

Chairman – Board of County Commissioners

Address

1250 N. Eglin Parkway
Shalimar, FL 32579

Phone

850-651-7105

CONTRACTOR:

Dalton Brothers Inc.

Address

103 Meigs Drive
Shalimar, FL 32579

Phone

850-685-5897

10.11 Equal Opportunity Employment

A. During the performance of this CONTRACT, the contractor agrees as follows:.

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any

subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 Federal Fair Labor Standards Act (Federal Minimum Wage)

- A. 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.
- B. The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

10.13 Occupational Safety and Health Act of 1970

- A. 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.

10.14 COPELAND ANTI-KICKBACK ACT

- A. The Contractor shall comply with the following:
 - 1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - 2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - 3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10.15 CONTRACT WORK HOURS AND SAFETY STANDARDS

- A. If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for 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 must be 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.

10.16 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- A. If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:
 - 1. 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

10.17 SUSPENSION AND DEBARMENT

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.18 BYRD ANTI-LOBBYING AMENDMENT

- A. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

10.19 E-Verify

- A. 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 (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 (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.

- 1) 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 (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 (3.) of this section; or
 - 1) 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 (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 (1.) or (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-
 - a. Enrollment in the E-Verify program; or
 - b. 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.
 - a. 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.
 - b. 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.
 - c. 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>.
 - d. Individuals previously verified. The CONTRACTOR is not required by this clause to perform additional employment verification using E-Verify for any employee-
 - 1) Whose employment eligibility was previously verified by the CONTRACTOR through the E-Verify program;

- 2) 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
 - 3) 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.
6. Subcontracts. The CONTRACTOR shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that -
- a. Is for
 - 1) 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
 - 2) Construction;
 - b. Has a value of more than \$3,500; and
 - c. Includes work performed in the United States.

10.20 Vendors on Scrutinized Companies List

- A. By executing this Agreement, the CONTRACTOR 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.
- B. Pursuant to section 287.135(5), Florida Statutes, the OWNER may immediately terminate this Agreement for cause if the CONTRACTOR 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 OWNER determines that the CONTRACTOR has submitted a false certification, the OWNER will provide written notice to the CONTRACTOR. Unless the CONTRACTOR demonstrates in writing, within 90 calendar days of receipt of the notice, that the OWNER's determination of false certification was made in error, the OWNER shall bring a civil action against the CONTRACTOR. If the OWNER's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the CONTRACTOR, and the CONTRACTOR will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of OWNER's determination of false certification by CONTRACTOR. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 10.20, this Section 10.20 shall be null and void.

10.21 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms.

- A. The CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

10.22 Procurement of Recovered Materials

- A. 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.

10.23 Energy Policy and Conservation Act (43 U.S.C. §6201)

- A. 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].

10.24 Safeguarding Personal Identifiable Information

- A. 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.

10.25 Record Retention

- A. Contractor will retain of all required records pertinent to this contract for a period of five (5) 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.

10.26 Access to Public Records

- A. CONTRACTOR will make available to the OWNER'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 OWNER'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.

10.27 Federal Changes

- A. 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.

10.28 Buy America

A. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on December 7, 2021 (which is the Effective Date of the Contract).

OWNER:
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

CONTRACTOR:
Dalton Brothers Inc.

Carolee N. Ketchel
Carolee N. Ketchel, Chairman

Michael H. Dalton
Title: VP

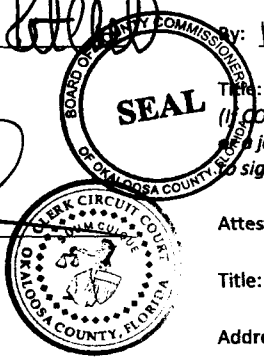
Attest: *JD Peacock II*
JD Peacock II, Clerk of Courts

Attest: *Anna Brooks Dalton*
Title: P

Address for giving notices:
1250 N. Egin Parkway
Shalimar, FL 32579

Address for giving notices:
103 Meigs Drive
Shalimar, FL 32579

License No.: CDC 1514857



END OF DOCUMENT 00520 – AGREEMENT BETWEEN OWNER & CONTRACTOR
FOR CONSTRUCTION CONTRACT

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Performance Bond

This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes, and Section 255.05(10) Florida Statutes.

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

Dalton Brothers, Inc. P.O. Box 426 , Fort Walton Beach, FL 32549 as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

The Gray Insurance Company PO Box 6202 Metairie, LA 70009 as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Okaloosa County Board of County Commissioners 1250 Eglin Parkway N Shalimar, FL 32579 as Obligee, hereinafter called Owner, in the amount of

One million, one hundred twenty three thousand, four hundred and twenty six dollars and no cents Dollars (\$1,123,426.00)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated 11-30-2021, entered into a contract with Owner for (Here insert full name, address and description of project)

Project : Okaloosa Island- Soundside Access No. 2

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 30th day of November 2021.

Dalton Brothers, Inc.

(Principal)

(Seal)

Mike Dalton, President

The Gray Insurance Company

(Surety)

(Seal)

K Wayne Walker, Attorney-in-Fact & FL Licensed Resident Agent

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes, and Section 255.05(10) Florida Statutes.

KNOW ALL MEN BY THESE PRESENTS: that as

(Here insert full name and address or legal title of contractor)

Dalton Brothers, Inc. P.O. Box 426 Fort Walton Beach, FL 32549 as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

The Gray Insurance Company PO Box 6202 Metairie, LA 70009 as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Okaloosa County Board of County Commissioners 1250 Eglin Parkway N Shalimar, FL 32579 as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

One million, one hundred twenty three thousand, four hundred and twenty six dollars and no cents Dollars (\$1,123,426.00)

(here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 11-30-2021, entered into a contract with Owner for (Here insert full name, address and description of project)

Project : Okaloosa Island- Soundside Access No.

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions

1. A claimant is defined as one having a direct contract with the Principal or, with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one 1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien 'be presented under and against this bond.

Signed and sealed this 30th day of November 2021

Dalton Brothers, Inc.

(Principal)

Michael H. Dalton (Seal)
Mike Dalton, President

The Gray Insurance Company

(Surety)

K. Wayne Walker (Seal)
K. Wayne Walker, Attorney-in-Fact
& FL Licensed Resident Agent

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS55100050 **Principal:** Dalton Brothers, Inc.

Project: Okaloosa Island- Soundside Access No. 2

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Benjamin H. French, Rebekah G. Wolf, L. Dale Waldorff, K. Wayne Walker, Pamela L. Jarman, and Paul A. Locascio of Fort Walton Beach, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this day of ,



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

Soundside Access No. 2, Okaloosa Island, Florida Boat Basin and Park Improvements Bid Schedule					
Item	Description	Quantity	Unit	Unit Cost	Subtotal
1	Insurance, Bonds and Contract Security	1	L.S.	\$42,000.00	\$42,000.00
2	Mobilization and General Conditions (5% max of bid)	1	L.S.	\$50,000.00	\$50,000.00
3	Demobilization	1	L.S.	\$5,500.00	\$5,500.00
4	Traffic Control	1	L.S.	\$2,500.00	\$2,500.00
5	Construction Surveying and As-Built Drawings	1	L.S.	\$7,500.00	\$7,500.00
6	Temporary Erosion and Sedimentation Control (TESC)	1	L.S.	\$5,200.00	\$5,200.00
7	Demolition, Clearing & Grubbing and Disposal	1	L.S.	\$18,600.00	\$18,600.00
8	Replacement Bulkhead	246	L.F.	\$380.00	\$93,480.00
9	Filter Fabric - Bulkhead	475	S.Y.	\$12.00	\$5,750.00
10	Coarse Aggregate - Bulkhead	105	T	\$71.00	\$7,455.00
11	Marginal Dock	1,116	S.F.	\$78.00	\$87,048.00
12	Sunset Pier	256	S.F.	\$78.00	\$19,968.00
13	Wave Attenuators (east and west)	42	L.F.	\$160.00	\$6,720.00
14	ADA Kayak and Canoe Launch	1	L.S.	\$90,000.00	\$90,000.00
15	Fill - all inclusive	950	C.Y.	\$60.00	\$57,000.00
16	Filter Fabric - Shoreline Revetment	66	S.Y.	\$20.00	\$1,320.00
17	Bedding Stone (FDOT Code 33) - Shoreline Revetment	9	T	\$250.00	\$2,250.00
18	Rip-Rap (FDOT Code 32) - Shoreline Revetment	38	T	\$250.00	\$9,500.00
19	Minor Grading - Living Shoreline	900	S.F.	\$5.00	\$4,500.00
20	Oyster Breakwaters - Living Shoreline	5	EA	\$4,000.00	\$20,000.00
21	Site Preparation and Grading	1	L.S.	\$22,000.00	\$22,000.00
22	Filter Fabric - Stormwater Outfall	92	S.Y.	\$12.00	\$1,104.00
23	Bedding Stone (FDOT Code 33) - Stormwater Outfall	3	T	\$250.00	\$750.00
24	Rip-Rap (FDOT Code 32) - Stormwater Outfall	38	T	\$250.00	\$9,500.00
25	Concrete Wall and Weir - Stormwater Outfall	14	L.F.	\$350.00	\$4,900.00
26	CMI UC-30 Composite Wall - Stormwater Outfall	16	L.F.	\$200.00	\$3,200.00
27	12-inch HDPE with 12-inch ADS Flaired Ends	52	L.F.	\$32.00	\$1,664.00
28	16-inch HDPE with 16-inch ADS Flaired Ends	243	L.F.	\$32.00	\$7,776.00

\$5,700.00

K.M.
M.D.

ADDENDUM No. 01

Item	Description	Quantity	Unit	Unit Cost	Sub-Total
29	FDOT Type "C" DBI (Modified)	1	EA	\$7,000.00	\$7,000.00
30	FDOT Type "C" DBI	2	EA	\$7,000.00	\$14,000.00
31	Concrete Flumes	16	S.Y.	\$275.00	\$4,400.00
32	Filter Fabric - Flume and Erosion Control	86	S.Y.	\$12.00	\$1,032.00
33	Rip-Rap (FDOT Code 33) - Flume and Erosion Control	22	T	\$250.00	\$5,500.00
34	Base, Subgrade, and Asphalt Pavement	2,046	S.Y.	\$110.00	\$225,060.00
35	Concrete Sidewalk - New and Replacement	405	S.Y.	\$50.00	\$20,250.00
36	Curb and Gutter - FDOT Type "D"	490	L.F.	\$35.00	\$17,150.00
37	Curb and Gutter - FDOT Modified Type "F"	927	L.F.	\$35.00	\$32,445.00
38	Detectable Warning	48	L.F.	\$38.00	\$1,824.00
39	Chain Linked Fence - 6' High Black Vinyl Coated	400	L.F.	\$40.00	\$16,000.00
40	Shadow Box Fence - 6' High	1,020	L.F.	\$30.00	\$30,600.00
41	Signage and Striping	1	L.S.	\$12,000.00	\$12,000.00
42	Parking Lot Lighting - Design/Build	3	EA	\$12,667.00	\$38,001.00
43	Entrance Gate - UPSWING MB832	1	EA	\$10,500.00	\$10,500.00
44	Bike Rack - Belson Outdoors Model No. CHP-5-1G-S	1	EA	\$1,500.00	\$1,500.00
45	Relocate Cabbage Palms	5	EA	\$200.00	\$1,000.00
46	Salt Meadow Cordgrass (4 in.) - Living Shoreline	1,102	EA	\$8.00	\$8,816.00
47	Smooth Cordgrass (4 in.) - Living Shoreline	649	EA	\$8.00	\$5,192.00
48	Yaupon (15 gal.) - Landscape Vegetation	6	EA	\$280.00	\$1,680.00
49	Sand Live Oak (30 gal.) - Landscape Vegetation	5	EA	\$350.00	\$1,750.00
50	Cabbage Palm - Landscape Vegetation	12	EA	\$600.00	\$7,200.00
51	Saw Palmetto (3 gal.) - Landscape Vegetation	73	EA	\$100.00	\$7,300.00
52	Parsons Juniper (1 gal.) - Landscape Vegetation	106	EA	\$40.00	\$4,240.00
53	Sand Cord Grass (1 gal.) - Landscape Vegetation	320	EA	\$8.00	\$2,560.00
54	Salt Meadow Cordgrass (4 in.) - Landscape Vegetation	1,528	EA	\$8.00	\$12,224.00
55	Bermuda Grass - Landscape Vegetation	2,910	S.Y.	\$7.20	\$20,952.00
56	Permanent Irrigation System - Design/Build	1	L.S.	\$5,000.00	\$5,000.00
57	Reinforced Concrete Pile Cap	57	L.F.	\$175.00	\$9,975.00
Total Base Bid:					\$1,112,336.00

L.S. = Lump Sum; C.Y. = Cubic Yard; S.Y. = Square Yard;
L.F. = Linear Foot; S.F. = Square Foot; T = Tons; EA = Each

\$1,112,286.00

*K.M.
M.D.*

A.D.	Alternate Bid Items	Quantity	Unit	Unit Cost	Sub-Total
A.1	Substitute Item 13 - "TRIMAX" for wood wave fence panels	42	L.F.	\$20.00	\$840.00
A.2	Substitute Item 14 - ADA Kayak/Canoe Launch - "Eco-Piles" for wood	4	EA	\$2,000.00	\$8,000.00
A.3	Substitute Item 46 Living Shoreline - Salt Meadow Cordgrass (1 gal.)	620	EA	\$14.00	\$8,680.00
A.4	Substitute 47 Living Shoreline - Smooth Cordgrass (1 gal.)	365	EA	\$14.00	\$5,110.00
A.5	Substitute Item 54 Salt Meadow Cordgrass (1 gal.)	859	EA	\$14.00	\$12,026
A.6	Add Belson Outdoors Model No. CBPB-6SB-BK w/ Concrete Pad	1	EA	\$2,300.00	\$2,300.00

BID: For all work required to perform the work specified in the Base Bid Tabulation above in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a total amount of:

TOTAL BASE BID: (Amount in words):

One Million One Hundred & Twelve Thousand Two Hundred & Eighty-Six

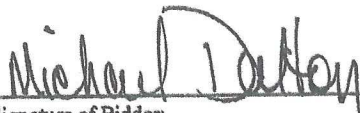
~~One Million One Hundred & Twelve Thousand Three Hundred & Thirty-Six~~ Dollars and

No _____ Cents

\$1,112,286.00

TOTAL BASE BID: (\$ ~~1,112,336.00~~)
(Amount in numbers)

*** Please Refer to Adjusted Contract Amount Below


Signature of Bidder: _____

10-6-21
Date: _____

Notes:

- (1) Quantities are estimated. Actual quantities may vary.
- (2) All bids must be for the entire work and must have each blank space completed.

Contract Total Amount to include Alternate Bid Items:	
A.1 (TRIMAX wood fence panels)	\$ 840.00
A.2 (Eco-Piles)	\$ 8,000.00
A.6 (Outdoor Bench)	\$ 2,300.00
Total Alternate Bid Items:	\$ 11,140.00
Total Base Bid:	\$1,112,286.00
Alternate Bid Items:	\$ 11,140.00
Contract Total Amount:	\$1,123,426.00

ARTICLE 10 – BID SUBMITTAL

Bidder: Indicate correct name of bidding entity:

Dalton Brothers Inc.

By:
Signature:

Michael Dalton

Printed name:

Michael Dalton

(If BIDDER is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
Signature:

Anna Brooks Dalton

Printed name:

Anna Dalton

Title:

P

Submittal Date:

~~9-22-2021~~ ^{MD} October 6, 2021

Address for giving notices:

P O Box 426 Fort Walton Beach FL 32549

Telephone Number:

850-226-8333

Fax Number:

NA

Contact Name:

Michael Dalton

Contact Phone Number:

850-226-8333 cell

Contact Email Address:

michael@daltonbrothersinc.com

Federal ID or SS Number:

26-0714266

Bidder's License No.:

CGC1514857

DUNS Number:

.860037881

CAGE Code:

530E+75

DOCUMENT 00410 – ADDENDUM ACKNOWLEDGEMENT – ATTACHMENT “A”

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

ADDENDUM NUMBER	DATE
1	September 23, 2021

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

DOCUMENT 00410 – CONFLICT OF INTEREST DISCLOSURE – ATTACHMENT “C”

For purposes of determining any possible conflict of interest, all BIDDERS, must disclose if any Okaloosa Board of County commissioner, employee(s), elected official(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: X

NAME

POSITION

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

09-20-2021

Date

Michael Dalton
By (Signature)

Dalton Brothers Inc.

Firm Name

Michael Dalton
By (Printed)

P O Box 426 FWB, FL 32549

Address

VP
Title

Address

michael@daltonbrothersinc.com
Email

850-226-8333

Office Number

850-685-5897
Cell Number

DOCUMENT 00410 - RECYCLED CONTENT - ATTACHMENT "D"

1. Material: NA

Is the above material: Virgin _____ Recycled _____ If recycled, what percentage _____ %

Describe: _____

Is the material packaged/shipped in packaging containing recycled content? Yes _____ No _____

If yes, specify packaging: _____

Is the material recyclable after it has reached the end of its intended use? Yes _____ No _____

If yes, explain: _____

2. Material: NA

Is the above material: Virgin _____ Recycled _____ If recycled, what percentage _____ %

Describe: _____

Is the material packaged/shipped in packaging containing recycled content? Yes _____ No _____

If yes, specify packaging: _____

Is the material recyclable after it has reached the end of its intended use? Yes _____ No _____

If yes, explain: _____

3. Material: NA

Is the above material: Virgin _____ Recycled _____ If recycled, what percentage _____ %

Describe: _____

Is the material packaged/shipped in packaging containing recycled content? Yes _____ No X

If yes, specify packaging: _____

Is the material recyclable after it has reached the end of its intended use? Yes X No _____

If yes, explain: concrete, asphalt and Aluminum

DOCUMENT 00410 – VENDORS ON SCRUTINIZED COMPANIES LISTS – ATTACHMENT “E”

By executing this Certificate DALTON BROTHERS INC., 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: 9-20-2021

SIGNATURE: Michael Dalton

COMPANY: Dalton Brothers Inc.

NAME: Michael Dalton
(Typed or Printed)

ADDRESS: P O Box 426

TITLE: VP

FWB, FL32549

E-MAIL: Michael@daltonbrothersinc.com

PHONE NO.: 850-226-8333

DOCUMENT 00410 – DRUG-FREE WORKPLACE PROGRAM CERTIFICATION – ATTACHMENT “F”

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, 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.

9-20-2021
Date

Dalton Brothers Inc.
Company Name

P O Box 426
Address

Fort Walton Beach, FL 32549
Address

850-226-8333
Office Number


By (Signature)

Michael Dalton
By (Printed)

VP
Title

michael@daltonbrothersinc.com
Email

850-685-5897
Cell Number

DOCUMENT 00410 – INDEMNIFICATION AND HOLD HARMLESS – ATTACHMENT “G”

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

9-20-2021
Date

Dalton Brothers Inc.
Firm Name

P O Box 426
Address

FWB, FL 32549
Address

850-226-8333
Office Number

NA
Fax Number


By (Signature)

Michael Dalton
By (Printed)

VP
Title

michael@daltonbrothersinc.com
Email

850-685-5897
Cell Number

850-685-5897
After-Hour Number(s)

DOCUMENT 00410 – INSURANCE COMPLIANCE CERTIFICATION – ATTACHMENT “H”

This form is to be completed and signed by you certifying that your policy either meets the insurance requirements as specified in Bid No. ~~ITB PW 46-21~~, or that the insurance company has reviewed the bid requirements and certifies that you were quoted any price increase due to required coverage.

ITB PW 57-21 MD

I certify that the insurance requirements have been reviewed.

9-20-2021
Date

Dalton Brothers Inc.
Firm Name

P O Box 426
Address

FWB, FL 32549
Address

850-266-8333
Office Number

Michael Dalton
By (Signature)

Michael Dalton
By (Printed)

VP
Title

michael@daltonbrothersinc.com
Email

850-685-5897
Cell Number

DOCUMENT 00410 – CONE OF SILENCE CLAUSE – ATTACHMENT “I”

The 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 (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 subconsultants, 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 Director or an appointed representative. It shall be the Purchasing Director’s decision whether to consider this information in the decision process.

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

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

I, Michael Dalton, representing Dalton Brothers Inc.
Signature Company Name

On this 20th day of September, 2021 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.

DOCUMENT 00410 – FEDERAL E-VERIFY COMPLIANCE CERTIFICATION – ATTACHMENT “J”

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


9-20-2021
Date

Dalton Brothers Inc.
Firm Name

P O Box
Address

Fort Walton Beach, FL 32549
Address

850-226-8333
Office Number


By (Signature)

Michael Dalton
By (Printed)

VP
Title

michael@daltonbrothersinc.com
Email

850-685-5897
Cell Number

DOCUMENT 00410 – CERTIFICATION REGARDING CHILD LABOR – ATTACHMENT “K”

In accordance with solicitation provision 45 CFR 22.15, BIDDER hereby certifies the review of the “List of Products Requiring Contractor Certification or Indentured Child Labor” as published by the Department of Labor in accordance with Executive Order 13126 of June 12, 1999 if any end products are used within this Contract as required by the Prohibition of Acquisition of Products Produced by Forced or Indentured Child Labor, 48 CFR 52.222-18. The list identifies products by their country of origin that the Departments of Labor, Treasury and State have a reasonable basis to believe might have been mined, produced or manufactured by forced or indentured child labor. (www.dol.gov/ilab/) see (22.1505(a))

The BIDDER certifies that they have made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture as listed for that end product. On the basis of those efforts, the BIDDER certifies that it is not aware of any such use of child labor. Specifically, any electrical equipment is not allowed from China per ORCA Certification 52.222-18.

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


9-20-2021
Date

Dalton Brothers Inc.
Firm Name

P O Box 426
Address

Fort Walton Beach, FL32549
Address

850-226-8333
Office Number


By (Signature)

Michael Dalton
By (Printed)

VP
Title


michael@daltonbrothersinc.com
Email

850-685-5897
Cell Number

DOCUMENT 00410 – NON-COLLUSION STATEMENT – ATTACHMENT “L”

The below signed BIDDER has not divulged to, discussed or compared his bid with other BIDDERS and has not colluded with any other BIDDER or parties to bid whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of materials.) Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

9-20-2021
Date


By (Signature)

Dalton Brothers Inc.
Firm Name

Michael Dalton
By (Printed)

P O Box426
Address

VP
Title

FWB, FL 32549
Address

michael@daltonbrothersinc.com
Email

850-226-8333
Office Number

850-685-5897
Cell Number

DOCUMENT 00410 – COMPANY DATA – ATTACHMENT “M”

Bidder's Company Name: Dalton Brothers Inc.

Physical Address: 103 Meigs Drive Shalimar, FL 32579

Contact Person (printed): Michael Dalton

Phone Number: 850-685-5897 Fax Number: NA

Cell Number: 850-685-5897

Email: michael@daltonbrothersinc.com

Federal ID or SS Number: 26-0714266

Bidder's License Number: CDC 1514857

Emergency After-Hours,
Weekend or Holiday Contact
with Number: 850-685-5897

DOCUMENT 00410 – LIST OF REFERENCES – ATTACHMENT “N”

1. Gulf Coast Engineering
 Company Name
174 Monahan Drive
 Address
FWB FL 32547
 City, State, Zip

Michael Newell
 Contact Person
850-864-3100
 Telephone Number
mdnewell@cox.net
 Email

2. Eglin Federal Credit Union
 Company Name
838 Eglin Parkway NE
 Address
FWB, FL 32547
 City, State, Zip

Alan Campbell
 Contact Person
850-862-0111 ext. 1001
 Telephone Number
acampbell@eglinfcu.org
 Email

3. Okaloosa County
 Company Name
1759 S Ferdon Blvd
 Address
Crestview, FL 32536
 City, State, Zip

Roy Petrey
 Contact Person
Telephone Number
rpetrey@myokaloosa.com
 Email

DOCUMENT 00410 – CERTIFICATION REGARDING LOBBYING – ATTACHMENT “O”

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, Dalton Brothers Inc., 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.

Dalton Brothers Inc.
Company Name

Michael Dalton
Contractor's Authorized Official (Signature)

9-20-2021
Date

VP
Title

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 response 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 response 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.

- 1. The prospective lower tier participant certifies, by submission of this response, 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 response.

Printed Name and Title of Authorized Representative

Michael Dalton

Michael Dalton

Signature

9-20-2021

Date

END OF DOCUMENT 00410 – BID FORM WITH ATTACHMENTS

Exhibit A**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: Dalton Brothers Inc.

Entity Address: P O BOX 426 Fort Walton Beach FL

Duns Number: 860037881

CAGE Code: 530E75

Licensee Details

Licensee Information

Name: **DALTON, JACOB SAXON (Primary Name)**
DALTON BROTHERS INC (DBA Name)

Main Address: **103 MEIGS DRIVE**
SHALIMAR Florida 32579

County: **OKALOOSA**

License Mailing:

LicenseLocation:

License Information

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC1514857**

Status: **Current,Active**

Licensure Date: **02/01/2008**

Expires: **08/31/2022**

Special Qualifications **Qualification Effective**
Construction Business **02/01/2008**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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DOCUMENT 00610 – PERFORMANCE BOND

CONTRACTOR (name and address):

Dalton Brothers Inc.
103 Meigs Drive
Shalimar, FL 32579

SURETY (name and address of principal place of business):

The Gray Insurance Company
P.O. Box 6202
Metairie, LA 70009

OWNER (name and address): Okaloosa Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, FL 32579

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount: \$1,123,426.00 (one million one hundred twenty-three thousand four hundred twenty-six dollars and zero cents).
Description (name and location): Okaloosa Island - Soundside Access No. 2 (Fort Walton Beach, FL)

BOND

Bond Number:
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount: \$1,123,426.00 (one million one hundred twenty-three thousand four hundred twenty-six dollars and zero cents).
Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Contractor's Name and Corporate Seal (seal)

SURETY
Surety's Name and Corporate Seal (seal)

By: Signature

By: Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: Signature

Attest: Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

END OF DOCUMENT 00610 – PERFORMANCE BOND

DOCUMENT 00620 – PAYMENT BOND

CONTRACTOR (name and address):

Dalton Brothers Inc.
103 Meigs Drive
Shalimar, FL 32579

SURETY (name and address of principal place of business):

The Gray Insurance Company
P.O. Box 6202
Metairie, LA 70009

OWNER (name and address): Okaloosa Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, FL 32579

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount: \$1,123,426.00 (one million one hundred twenty-three thousand four hundred twenty-six dollars and zero cents).
Description (name and location): Okaloosa Island - Soundside Access No. 2 (Fort Walton Beach, FL)

BOND

Bond Number:
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount: \$1,123,426.00 (one million one hundred twenty-three thousand four hundred twenty-six dollars and zero cents).
Modifications to this Bond Form: [] None [] See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: Signature

By: Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: Signature

Attest: Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants who do not have a direct contract with the Contractor,

5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver

of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

- 1. The name of the Claimant;
- 2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 4. A brief description of the labor, materials, or equipment furnished;
- 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 7. The total amount of previous payments received by the Claimant; and
- 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar

statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

END OF DOCUMENT 00620 – PAYMENT BOND

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC’s Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c)

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- the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Engineer*—The individual or entity named as such in the Agreement.
 21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
 22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
 23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
 25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
 26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
 27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
 28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
 29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

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30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities)

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or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*:
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*:
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*:
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

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- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

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1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- 2.04 Preconstruction Conference; Designation of Authorized Representatives
- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
 - B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.
- 2.05 Initial Acceptance of Schedules
- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
- 2.06 Electronic Transmittals
- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
 - B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
 - C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

- A. *Reporting Discrepancies:*
 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved,

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by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

- 4.01 Commencement of Contract Times; Notice to Proceed
- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.
- 4.02 Starting the Work
- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.
- 4.03 Reference Points
- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- 4.04 Progress Schedule
- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.
- 4.05 Delays in Contractor's Progress
- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and

interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas:*
 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

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2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing

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of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

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2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
 - D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
 - E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
 - F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
 - G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
 - H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
 - I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that

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such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

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- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and

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automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

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- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 Property Insurance

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

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10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 Waiver of Rights

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.
- 6.07 Receipt and Application of Property Insurance Proceeds
- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and

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- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
 - C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
 - D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
 - E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

- c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.
- 7.06 Concerning Subcontractors, Suppliers, and Others
- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
 - B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
 - C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
 - D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
 - E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain

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Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to

patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but

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not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance

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with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 Shop Drawings, Samples, and Other Submittals

- A. *Shop Drawing and Sample Submittal Requirements:*
1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.

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- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
 1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or

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entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE**8.01 Other Work**

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid

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or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

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- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 Change Orders
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Limitations on Owner's Responsibilities
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 Undisclosed Hazardous Environmental Condition
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 Evidence of Financial Arrangements
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).
- 9.12 Safety Programs
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

- 10.01 Owner's Representative
- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.
- 10.02 Visits to Site
- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.
- 10.03 Project Representative
- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.
- 10.04 Rejecting Defective Work
- A. Engineer has the authority to reject Work in accordance with Article 14.
- 10.05 Shop Drawings, Change Orders and Payments
- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.
- 10.06 Determinations for Unit Price Work
- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.
- 10.07 Decisions on Requirements of Contract Documents and Acceptability of Work
- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- 10.08 Limitations on Engineer's Authority and Responsibilities
- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
 - D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
 - E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.
- 10.09 Compliance with Safety Program
- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. Change Orders:
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. Work Change Directives: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - 3. Field Orders: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or

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both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. Contractor's Fee: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any

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Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 1. Procedures: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. Engineer's Action: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. Binding Decision: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other

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engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 Claims

- A. Claims Process: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

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- C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. Mediation:
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the

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performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. Costs Excluded: The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. Contractor's Fee: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

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2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. Contingency Allowance: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

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- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. Contractor's Obligation: It is Contractor's obligation to assure that the Work is not defective.
- B. Engineer's Authority: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Notice of Defects: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or

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replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

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14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**15.01 Progress Payments**

- A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. Applications for Payments:
 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

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3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. Review of Applications:
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;

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- b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. Payment Becomes Due:
- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. Reductions in Payment by Owner:
- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
 - 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such

action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

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15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

- A. Application for Payment:
1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
 2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that:

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(a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. Payment Becomes Due: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 1. correct the defective repairs to the Site or such other adjacent areas;

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2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.

- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such

suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. Final Resolution of Disputes: For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated

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specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF DOCUMENT 00700 – GENERAL CONDITIONS

DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS

GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

ARTICLE 2 – PRELIMINARY MATTERS**2.02 Copies of Documents**

Delete Paragraph 2.02.A in its entirety and insert the following in its place.

- A. Owner shall furnish to Contractor one printed copy of the Contract including one fully executed counterpart of the Agreement. An electronic portable document format (PDF) may be requested by Contractor.

2.03 Before Starting Construction

Delete Paragraph 2.03 in its entirety.

2.04 Preconstruction Conference; Designation of Authorized Representatives

Delete Paragraph 2.04.A in its entirety and insert the following in its place:

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

2.05 Initial Acceptance of Schedules

Delete Paragraph 2.05 in its entirety.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**3.04 Requirements of the Contract Documents**

Delete Paragraph 3.04.C in its entirety and insert the following:

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**4.01 Commencement of Contract Times; Notice to Proceed**

Delete Paragraph 4.01.A in its entirety and insert the following in its place.

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the one hundred twenty-fifth (125th) day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.03 Reference Points

Delete Paragraph 4.03 in its entirety.

4.04 Progress Schedule

- A. Amend Paragraph 4.04 where all references to Paragraph 2.05 should now read FDOT Section 8-3.2 Submission of Working Schedule.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.02 Use of Site and Other Areas

Delete Paragraph 5.02.A.2 in its entirety and insert the following:

- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by mediation, or at law; and (c) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation cost) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

5.03 Subsurface and Physical Conditions

Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- C. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

5.06 Hazardous Environmental Conditions

Delete Paragraphs 5.06.B and 5.06.I in their entirety.

Delete Paragraphs 5.06.A and 5.06.J in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- J. Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is

responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment and Other Bonds

Add the following paragraph immediately after Paragraph 6.01.C:

1. All bonds shall be written by a surety with no less than an "A" rating by national rating agency. All sureties must be on the U.S. Department of Treasury's Listing of Approved Sureties (Department Circular 570) and bonds must be within the Treasury's underwriting limitation.

6.02 Insurance – General Requirements

Delete Paragraph 6.02.B in its entirety and insert the following:

- B. All insurance required by the Contract to be purchased and maintained by OWNER and CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this CONTRACT shall have a minimum A+, Class X or higher in the Bests Key Rating Guide.

Add the following new paragraph immediately after Paragraph 6.02.J:

- K. Where applicable, Okaloosa County Board of County Commissioners shall be shown as an Additional Insured on all applicable insurance policies except Workers Compensation Insurance.
- L. Where applicable, a waiver of subrogation should be included on all Workers Compensation Insurance policies.

6.03 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's Jones Act):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>500,000</u>
Bodily injury by disease, each employee	\$ <u>500,000</u>
Bodily injury/disease aggregate	\$ <u>500,000</u>

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>1,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>
Property Damage:	
Each accident	\$ <u>500,000</u>
[or]	
Combined Single Limit of	\$ <u>1,000,000</u>
4. Additional Insureds: In addition to Owner (Okaloosa County Board of County Commissioners) include as additional insureds the following: MRD Associates, Inc., 543 Harbor Boulevard, Suite 204, Destin, Florida 32541.	
5. Contractor's Pollution under Paragraph 6.03.F of the General Conditions	
Each Occurrence	\$ <u>Not Required</u>
General Aggregate	\$ <u>Not Required</u>
6. Contractor's Professional Liability under Paragraph 6.03.H of the General Conditions	
Each Occurrence	\$ <u>Not Required</u>
Annual Aggregate	\$ <u>Not Required</u>
7. Watercraft Liability Insurance against all claims for Bodily Injury, Property Damage caused by Contractor with limits meeting the following:	
Bodily Injury (Each Occurrence)	\$ <u>1,000,000</u>
Property Damage (Each Occurrence)	\$ <u>1,000,000</u>
Products and Completed Operations	\$ <u>1,000,000</u>

Delete Paragraph 6.03.C.1 in its entirety and insert the following in its place:

1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence continuation of such insurance at final payment and two years thereafter.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.02 Labor; Working Hours

Delete Paragraph 7.02 B. in its entirety and insert the following:

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during the hours of 7 AM to 7 PM, Monday through Saturday. Contractor will not perform Work on a Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

Add the following new paragraph immediately after Paragraph 7.02.B:

1. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.07 Patent Fees and Royalties

Delete Paragraphs 7.07.B and C in their entirety and replace with the following:

- C. Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.10 Laws and Regulations

Delete Paragraph 7.10.B in its entirety and replace with the following:

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

7.16 Shop Drawings, Samples and Other Submittals

Delete Paragraph 7.16 in its entirety.

7.18 Indemnification

Delete Paragraph 7.18.A in its entirety and insert the following:

- A. Contractor shall indemnify and hold harmless the Owner and the design Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

ARTICLE 8 – OTHER WORK AT THE SITE

8.03 Legal Relationships

Delete Paragraph 8.03.D in its entirety and insert the following:

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer (both Design and CEI, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by mediation or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Project Representative

Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
10. Records:
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - c. Maintain records for use in preparing Project documentation.
11. Reports:
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 14. Completion:
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.03 Unit Price Work

Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 1. if the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

Delete Paragraph 15.01.B.1 in its entirety and insert the following in its place:

B. Applications for Payment

1. Application for payment shall generally be submitted on a monthly basis (no more than once per month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

Delete Paragraph 15.01.C.1 in its entirety and insert the following in its place:

C. Review of Application

1. Engineer will within 5 business days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

15.03 Substantial Completion

Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.04 Contractor May Stop Work or Terminate

Delete Paragraphs 16.04.A and 16.04.B in their entirety and insert the following in their place:

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 18 – MISCELLANEOUS

18.07 Controlling Law

Delete paragraph 18.07.A in its entirety and replace the following in its place:

- A. This Contract shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. The parties agree that venue for any legal proceedings arising out of this Contract shall be in the state courts of Okaloosa County, Florida.

Add the following two sub articles to Article 18.

18.09 Coordination of Contract Documents

- A. The following documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. All parts of the Contract are complementary and describe and provide for a complete Work. In addition to the work and materials specified in the Standard Specifications as being included in any specific pay item, include in such pay items additional, incidental work not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the Work under such pay item and not stipulated as being covered under other pay items.
- B. In cases of discrepancy, the governing order of the documents is as follows:
 1. Modifications issued after the execution of the Agreement
 2. Agreement between Owner & Contractor for Construction Contract
 3. Addenda issued after the Bid Specifications were advertised to potential Bidders
 4. Supplementary Conditions
 5. EJCDC General Conditions, 2013 Edition
 6. Construction Drawings
 7. Computed dimensions govern over scaled dimensions

18.10 Construction Closeout Requirements to County

- C. Immediately after being notified by the Engineer that all other requirements of the Agreement have been completed Contractor shall complete the following items
 1. Signed Release of Liens;
 2. Certificate of Insurance for two-year period, letter from Contractor stating Certificate of Insurance will be maintained for two (2) years;
 3. Certifications from Surety that Payment/Performance Bond shall remain in effect one year following final payment;
 4. Consent of Surety for Final Payment;
 5. Final Invoice with Engineer's Recommendation, final payment of this Contract shall be made within sixty (60) days after completion by the Contractor of all Work covered by the Agreement and acceptance of such Work by the County;
 6. Record (As-Built) Drawing

END OF DOCUMENT 00800 – SUPPLEMENTARY CONDITION

DOCUMENT 00810 – SPECIAL CONDITIONS

SC-01: Contractor shall comply with the requirements of FDEP Permit No. 0383121-001-EI/46 (60 Pages) and USACOE Permit No. SAJ-2020-00468 (SP-HMM) (70 Pages). Annotated copies (with highlighting for emphasis) are found in Appendix A to this Section. Note – Drawings within the permits may be reduced.

**APPENDIX A
SPECIAL CONDITIONS**

Contents: USACOE Permit No. SAJ-2020-00468 (Annotated), 70 pages
FDEP Permit No. 0383121-001-EI/46 (Annotated), 60 pages



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

June 16, 2021

REPLY TO
ATTENTION OF

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2020-00468 (SP-HMM)

Okaloosa County Board of County Commissioners
c/o Scott Bitterman
1250 North Eglin Parkway
Shalimar, Florida 32579

Dear Mr. Bitterman:

The U.S. Army Corps of Engineers (Corps) has completed the review and evaluation of your Department of the Army permit application, number SAJ-2020-00468. 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 2 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 14, 2021.

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 AND RETURN THE ENTIRE PERMIT (ORIGINAL COPY, INCLUDING ALL ATTACHMENTS), TO THE LETTERHEAD ADDRESS.

The permit will be signed by the District Engineer and returned to you. It is important to note that the permit is not valid until the District Engineer 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 Holly Millsap in writing at the letterhead address, by electronic mail at Holly.M.Millsap@usace.army.mil, or by telephone at 850-470-9823.

Sincerely,

A handwritten signature in black ink, appearing to read 'SZ' followed by a stylized flourish.

for Shawn Zinszer
Chief, Regulatory Division

Enclosures:
Appeal Form
Initially Proffered Permit (w/ attachments)

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Okaloosa County Board of County Commissioners		File Number: SAJ-2020-00468	Date: June 16, 2021
Attached is:		See Section below	
<input checked="" type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
<input type="checkbox"/>	PERMIT DENIAL	C	
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D	
<input type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

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

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

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

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

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

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

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

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

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

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

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Project Manager as noted in letter

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

**Philip A. Shannin
404-562-5136**

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
c/o Scott Bitterman
1250 North Eglin Parkway
Shalimar, Florida 32579

Permit No: SAJ-2020-00468 (SP-HMM)

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

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

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

Project Description: To reconfigure and upgrade the existing boat basin and structures. The existing structures and invasive emergent vegetation will be removed. The new structures will include the construction of a 1,368-square foot marginal dock (along the east side of the basin), a 246-linear foot bulkhead with backfill (east and south side of the basin), an ADA accessible 216-square foot kayak launch and 134-square foot stormwater outfall (south side of the basin), and a 3,685-square foot living shoreline (west side of the basin). The living shoreline will consist of the installation of five 5-foot by 25-foot oyster breakwaters and planting native emergent vegetation comprised of 618 *Spartina alterniflora* (below the 1-foot contour line on the west side of the basin) and 1,020 *Spartina patens* (above the 1-foot contour line on the east and west sides of the basin). At the basin entrance, the proposed work will consist of a 16-linear foot east wave attenuator with 73-square feet of adjacent riprap and a 12-linear foot west wave attenuator with 153-square feet of adjacent riprap. The wave attenuators will be placed within the footprints of the existing attenuators. No dredging is proposed.

The work described above is to be completed in accordance with the 22 (twenty-two) pages of drawings (Attachment 1) and 6 additional attachments affixed at the end of this permit instrument.

Project Location: The project would affect waters of the United States associated with Santa Rosa Sound. The project is located at Santa Rosa Boulevard, in Section 0, Township 2 South, Range 24 West, in Fort Walton Beach, Okaloosa County, Florida.

Directions to site: From Hurlburt Field Air Force Base, head east on US Highway 98/Miracle Strip Parkway (6.4 miles) over Brooks bridge/Santa Rosa Sound. Turn right onto Santa Rosa Boulevard and head west (0.6 miles). The project will be on the north side of the road, on the undeveloped lot 550 feet west of Bluefish Drive.

Approximate Central Coordinates: *Latitude* 30.398389° North
Longitude 86.607278° West

PERMIT CONDITIONS

General Conditions:

1. The time limit for completing the work authorized ends on **June 16, 2026**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided, and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions. (Attachment 2)
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 Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:
 - a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson St, Suite 301, Pensacola, FL 32502.
 - b. For electronic mail SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2020-00468 (SP-HMM), on all submittals.
2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit. (Attachment 3)
3. **Self-Certification:** Within 60 days of completion of the authorized work or at the expiration of the construction authorization of this permit, whichever occurs first, the Permittee shall complete the attached “Self-Certification Statement of Compliance” form (Attachment 4) and submit to the Corps. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.
4. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
5. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon

stabilization of the work area.

6. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.
7. **Regulatory Agency Changes:** Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Regulatory Office.
8. **Eastern Indigo Snake Protection Measures and Inspection:** Permittee shall comply with the attached U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated August 12, 2013. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at <http://myfwc.com/gophertortoise>. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.
9. **Manatee Conditions:** The Permittee shall comply with the attached "Standard Manatee Conditions for In-Water Work – 2011". (Attachment 6)
10. **Jacksonville District Programmatic Biological Opinion (JAXBO), November 2017, Project Design Criteria (PDCs):** Structures authorized under this permit must comply with all applicable PDCs, based on the permitted activity, as required by JAXBO. Please note that failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take, and noncompliance with this permit. The NMFS is the appropriate authority to enforce the terms and conditions of JAXBO. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division internet webpage in the Endangered Species section of the Sourcebook located at:

<http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

Note - JAXBO may be subject to revision at any time. The most recent version of these conditions must be utilized during the design and construction of the permitted work. In accordance with the Endangered Species Act, and for those projects which do not comply with JAXBO, the Corps will seek individual consultation with the NMFS.

Note - some authorized activities may deviate from the PDCs. In cases, where the activity (i.e., structure dimensions, length, etc.) deviates from the PDCs, the permit drawings shall supersede the PDCs.

For each of the following authorized activities subject of this permit, the permittee shall adhere to the following PDCs, which are attached to, and made part of, this authorization/verification letter (Attachment 7):

Activity 1 – Shoreline Stabilization: (AP.1-11; A1.1-12; S.2)

Activity 2 - Pile-supported Structures: (AP.1-11; A2.1-16; S.2)

Activity 4 – Water Management Outfall Structures and Endwalls: (AP.1-11; A4.1-7)

Activity 7 – Aquatic Habitat Enhancement, Establishment and Restoration: (AP.1-11; A7.1-31)

11. Posting of Permit: The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

12. Cultural Resources/Historic Properties:

- a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.
- b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work 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.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
 - () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.

- d. This permit does not authorize interference with any existing or proposed Federal projects.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

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

specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

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

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)
Andrew D. Kelly, P.E.
Colonel, U.S. Army
District Commander

(DATE)

PERMIT NUMBER: SAJ-2020-00468
PERMITTEE: Okaloosa County – Soundside Access 2
PAGE 9 of 10

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)

***Attachments to Department of the Army
Permit Number SAJ-2020-00468***

1. PERMIT DRAWINGS (22 pages)
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. (5 pages)
3. COMMENCEMENT NOTIFICATION: (1 page)
4. SELF-CERTIFICATION FORM: (1 page)
5. EASTERN INDIGO SNAKE CONDITIONS (6 pages)
6. STANDARD MANATEE CONDITIONS: (1 page)
7. JAXBO PROJECT DESIGN CRITERIA (PDC's) (20 pages):
 - a. PDC's for In-Water Activities (AP 1-11)
 - b. PDC's Specific to Activity 1 (A1.1-12)
 - c. PDC's Specific to Activity 2 (A2.1-16)
 - d. PDC's Specific to Activity 4 (A4.1-7)
 - e. PDC's Specific to Activity 7 (A7.1-31)
 - f. PDC's for In-Water Noise (S.2)

**Permit Sketches
and
General Notes**

***Okaloosa Island -
Soundside Access No. 2***

Section 00, Township 02 S, Range 24 W
Okaloosa County, Florida
30.397° N, 86.607° W

APPLICANT NAME AND ADDRESS

Okaloosa County Board of County Commissioners
c/o Scott Bitterman, P.E., County Engineer
1250 N. Eglin Parkway
Shalimar, Florida 32579

INDEX OF SHEETS

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	Cover Sheet and Index of Sheets
2	Project Location
3-1	Existing Conditions and Demolition Plan
3-2	Site Survey
4	Proposed Site Plan
5	Proposed Basin Plan
6	Existing and Proposed Docks and Bulkheads
7	Proposed Dimension Plan
8	Proposed Section Views (1 of 3)
9	Proposed Section Views (2 of 3)
10	Proposed Section Views (3 of 3)
11	Proposed Floating Kayak Launch Plan
12	ADA Floating Kayak Launch Section View
13	East Wave Attenuator Plan
14	East Wave Attenuator Section Views
15	West Wave Attenuator Plan
16	West Wave Attenuator Section Views
17	Stormwater Outfall Plan and Details
18	Typical Section Details
19	Drainage Basin
20	Erosion Control Plan
21	General Notes



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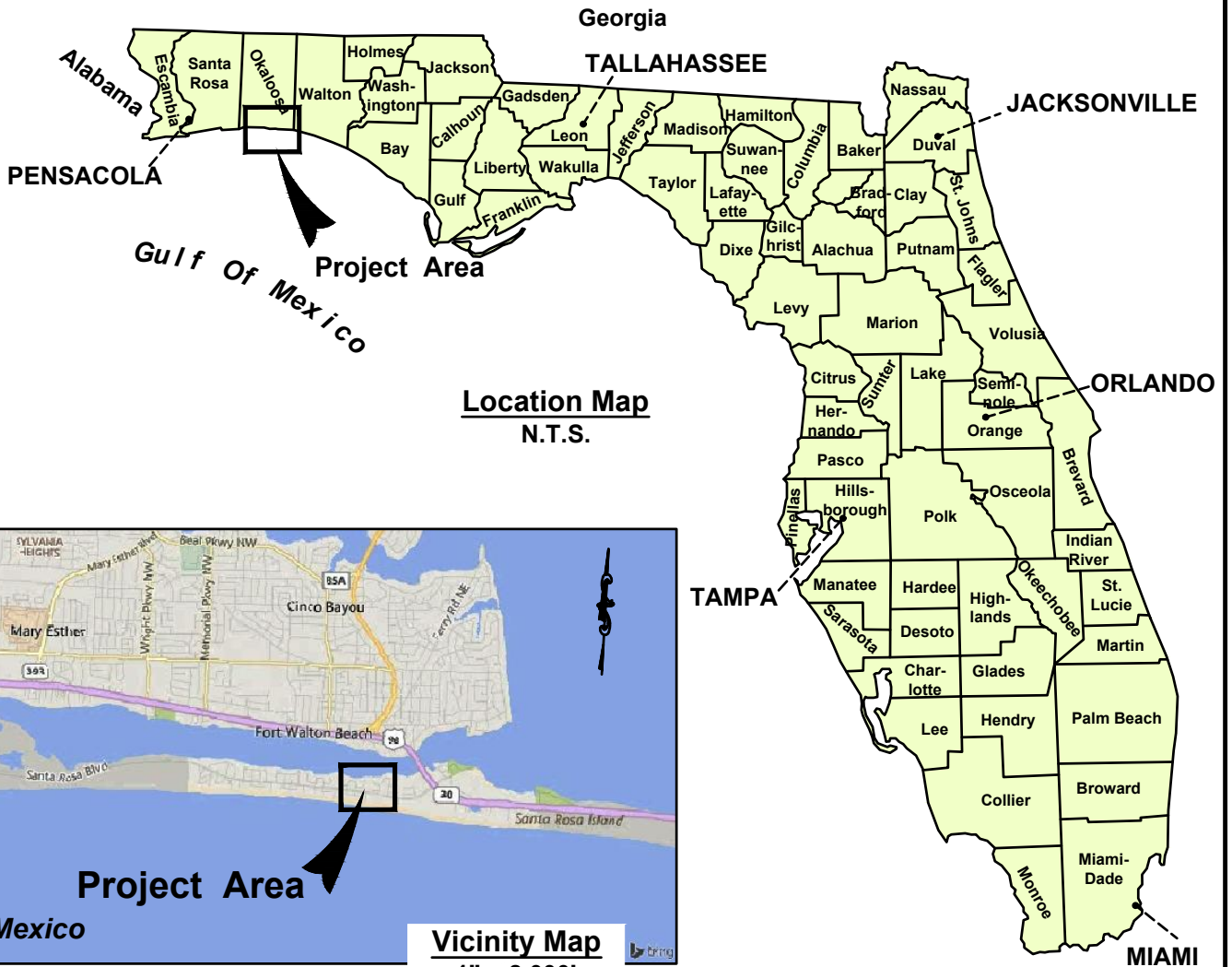
COVER SHEET AND INDEX OF SHEETS
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: November 1, 2019
Sheet Rev Date: August 13, 2020

PROJECT NUMBER	SHEET NUMBER
17-441.4	1




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Coastal, Marina & Water Resources Engineering

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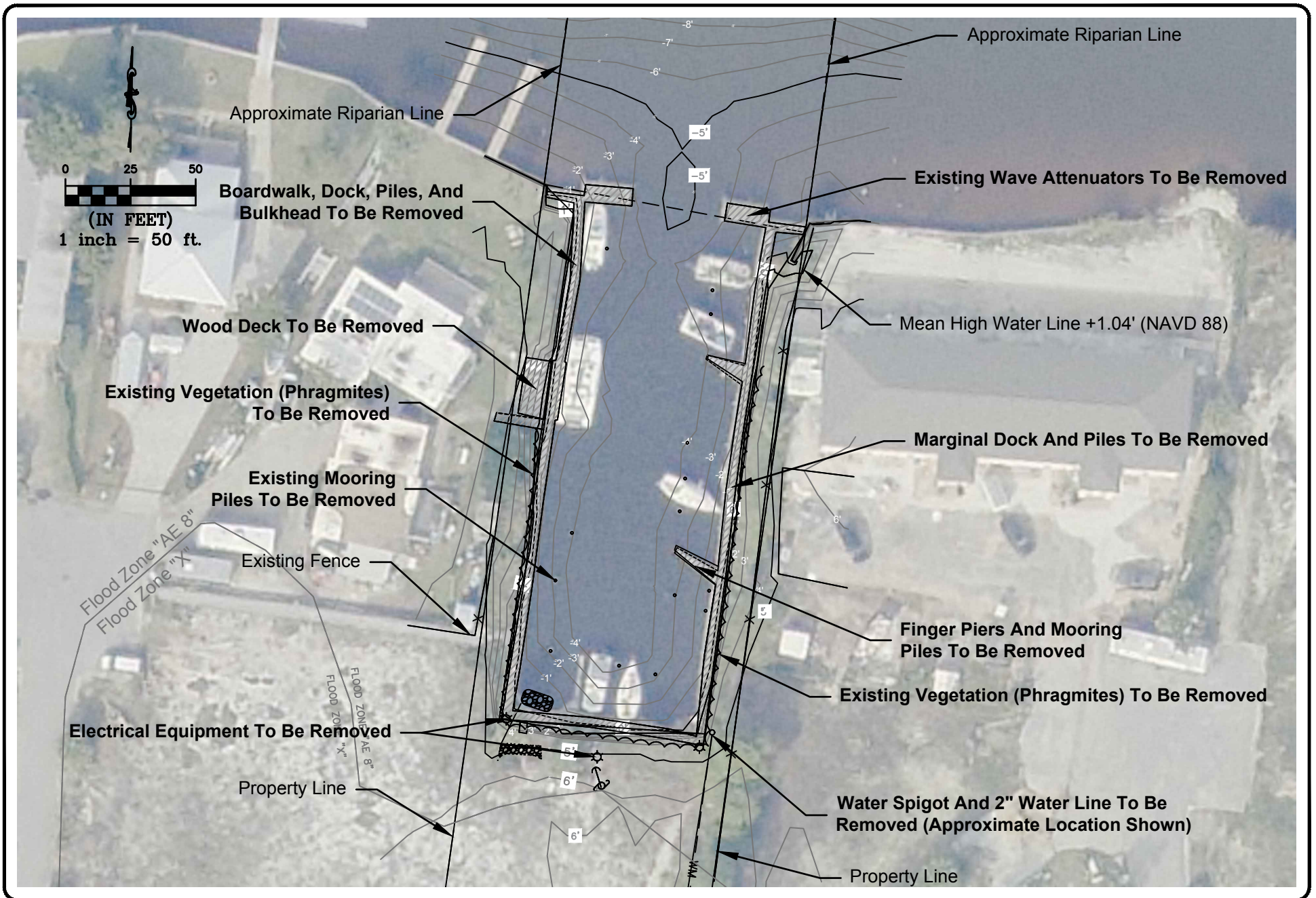
PROJECT LOCATION
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: November 1, 2019
Sheet Rev Date: August 13, 2020

PROJECT NUMBER	SHEET NUMBER
17-441.4	2



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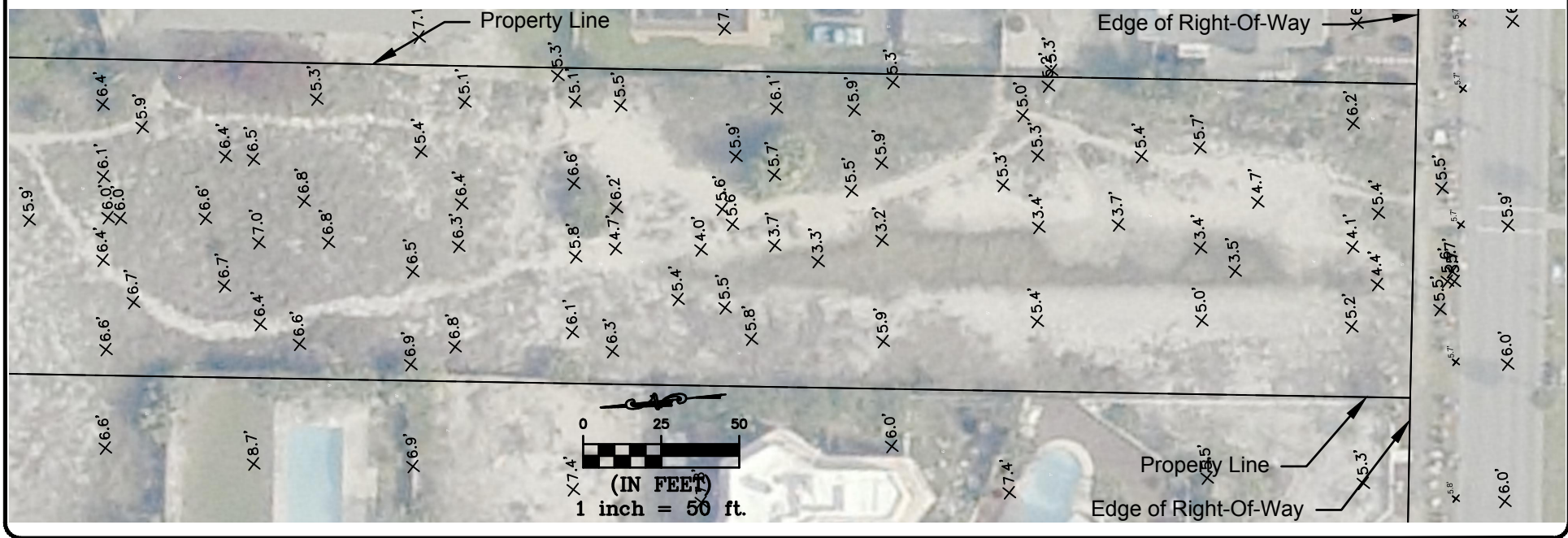
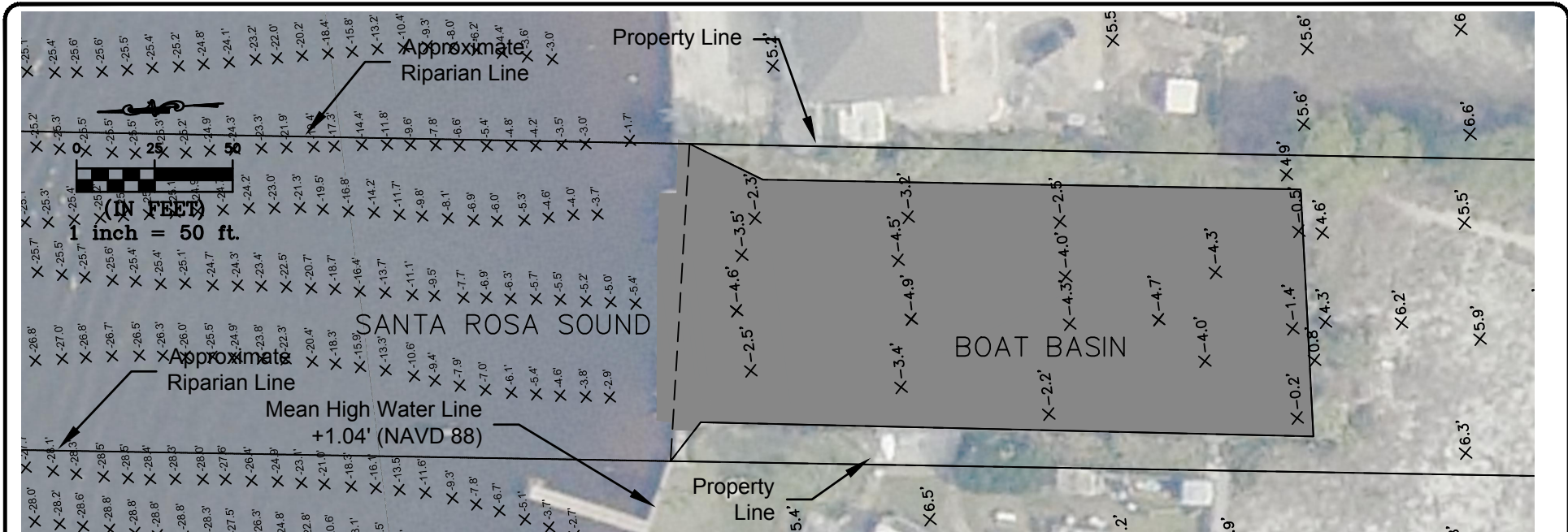
EXISTING CONDITIONS AND DEMOLITION PLAN
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
 Florida P.E. Number 55255

Date: November 1, 2019
 Sheet Rev Date: August 13, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 3-1
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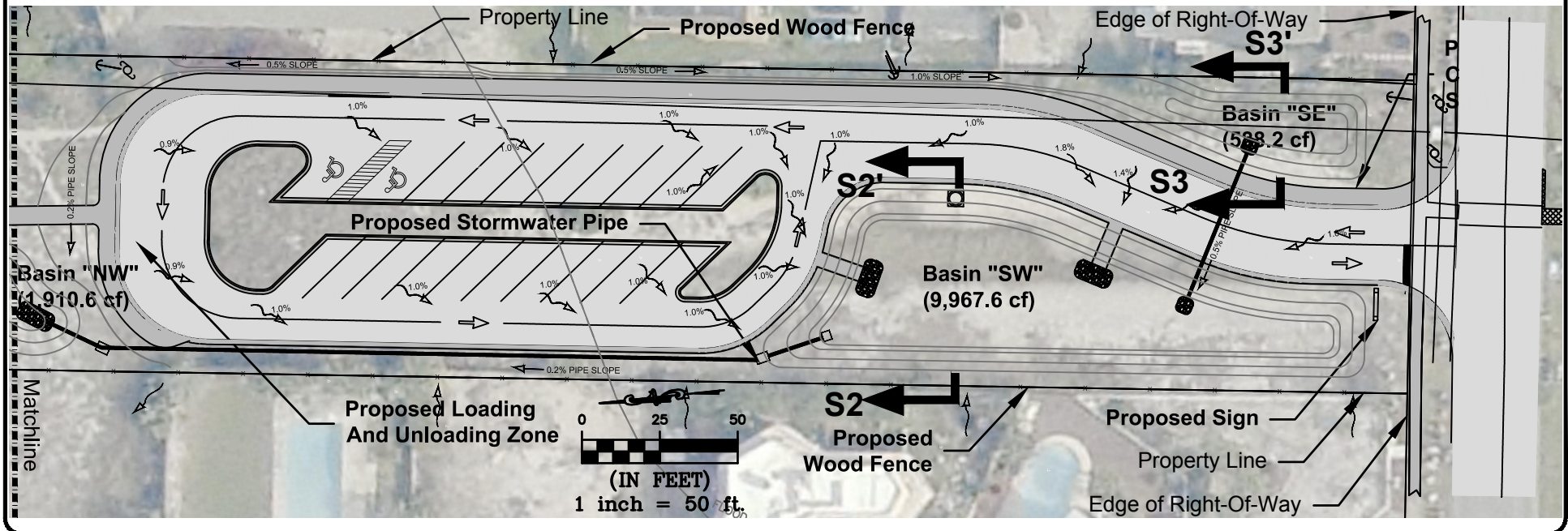
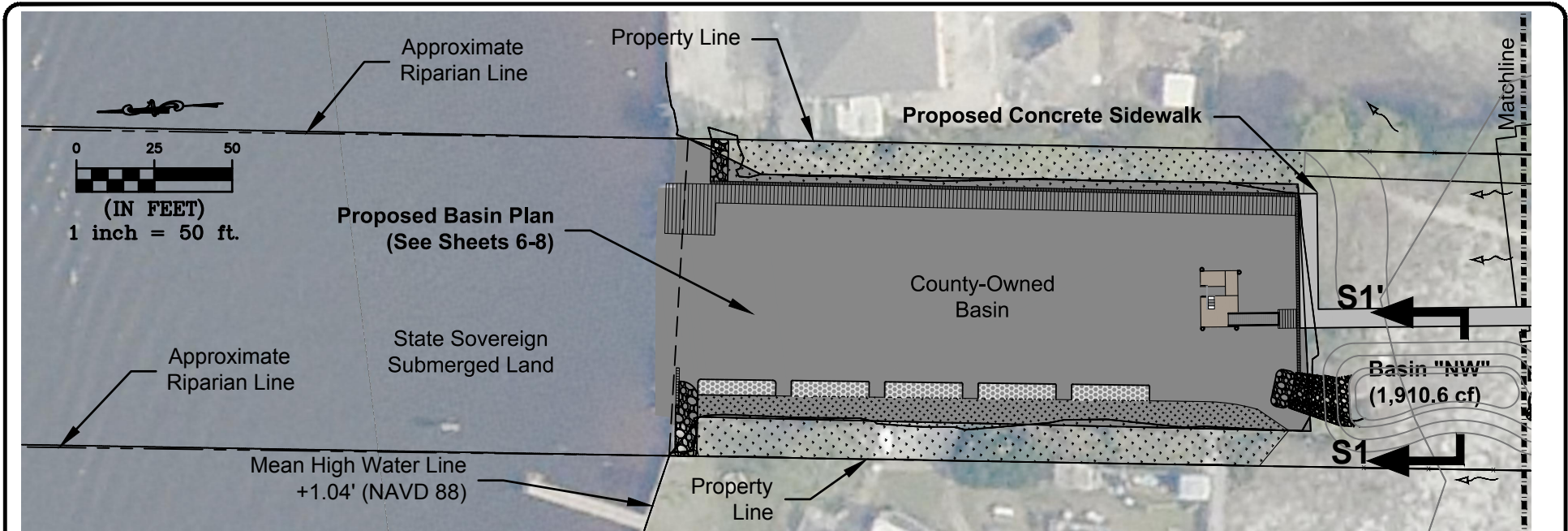
SITE SURVEY
Okealoosa Island - Soundside Access No. 2

Okealoosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
 Florida P.E. Number 55255

Date: August 13, 2020
 Sheet Rev Date:

PROJECT NUMBER 17-441.4	SHEET NUMBER 3-2
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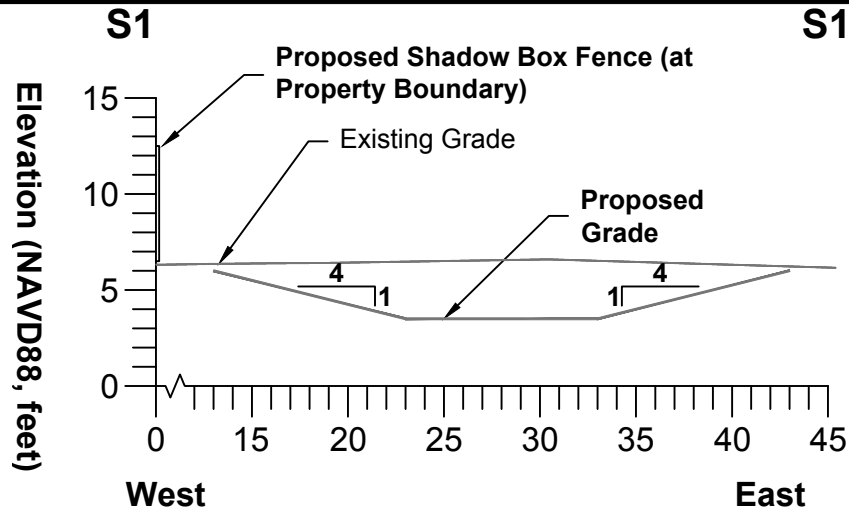
PROPOSED SITE PLAN
Ocalaosa Island - Soundside Access No. 2

Ocalaosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
 Florida P.E. Number 55255

Date: November 1, 2019
 Sheet Rev Date: August 13, 2020

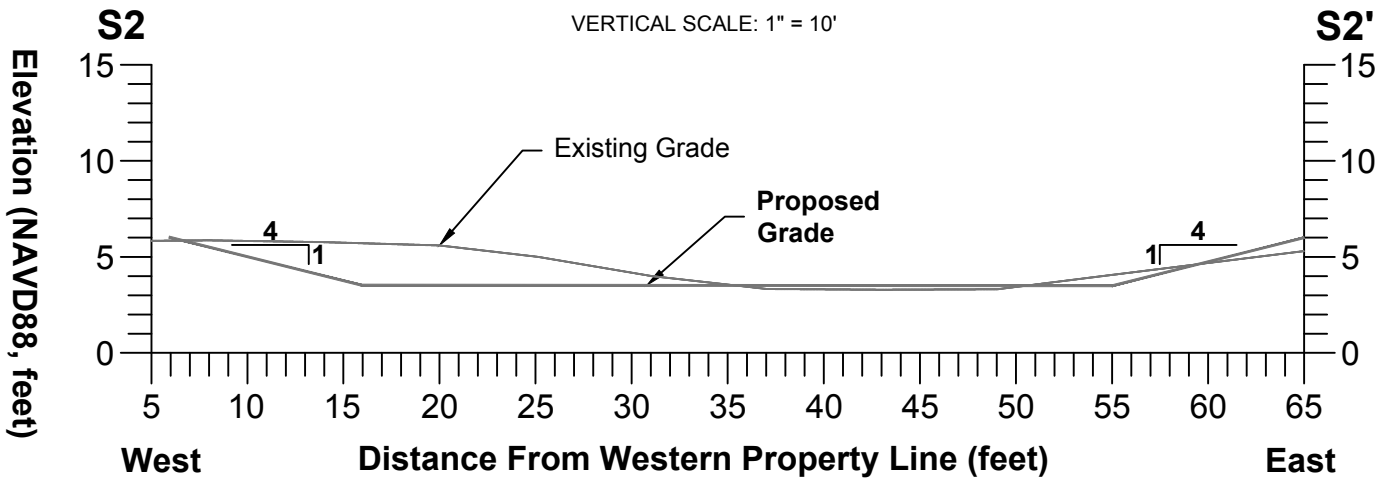
PROJECT NUMBER 17-441.4	SHEET NUMBER 4-1
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SECTION S1-S1'

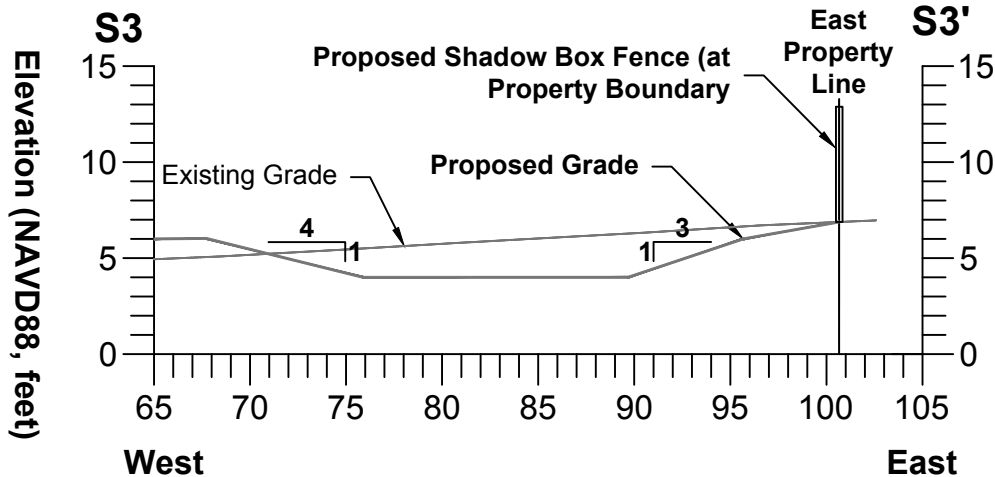
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VERTICAL SCALE: 1" = 10'



SECTION S3-S3'

HORIZONTAL SCALE: 1" = 10' VERTICAL SCALE: 1" = 10'



SECTION S4-S4'

HORIZONTAL SCALE: 1" = 10' VERTICAL SCALE: 1" = 10'



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STORMWATER MANAGEMENT SECTION VIEWS
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

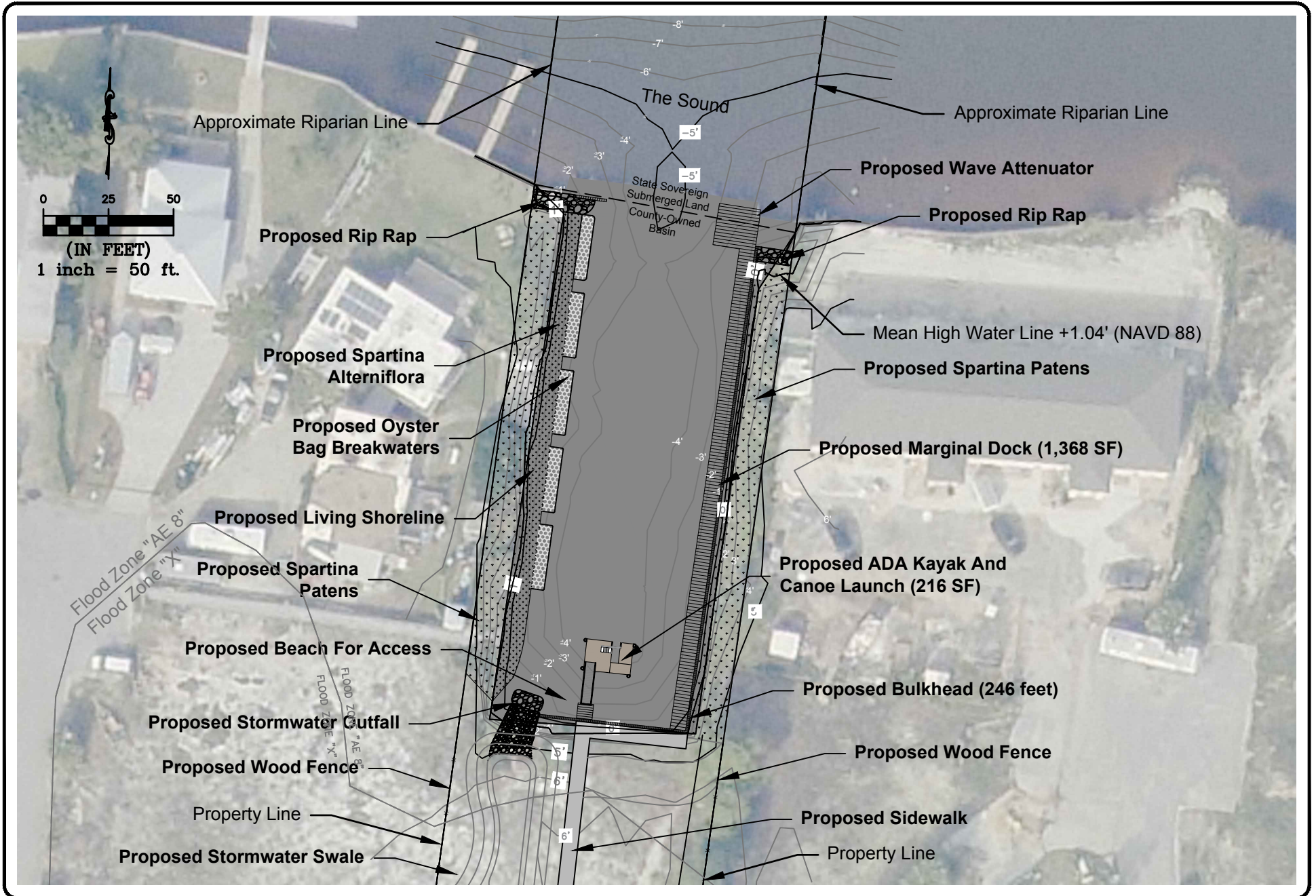
Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: January 23, 2020

Sheet Rev Date: August 13, 2020

PROJECT NUMBER
17-441.4

SHEET NUMBER
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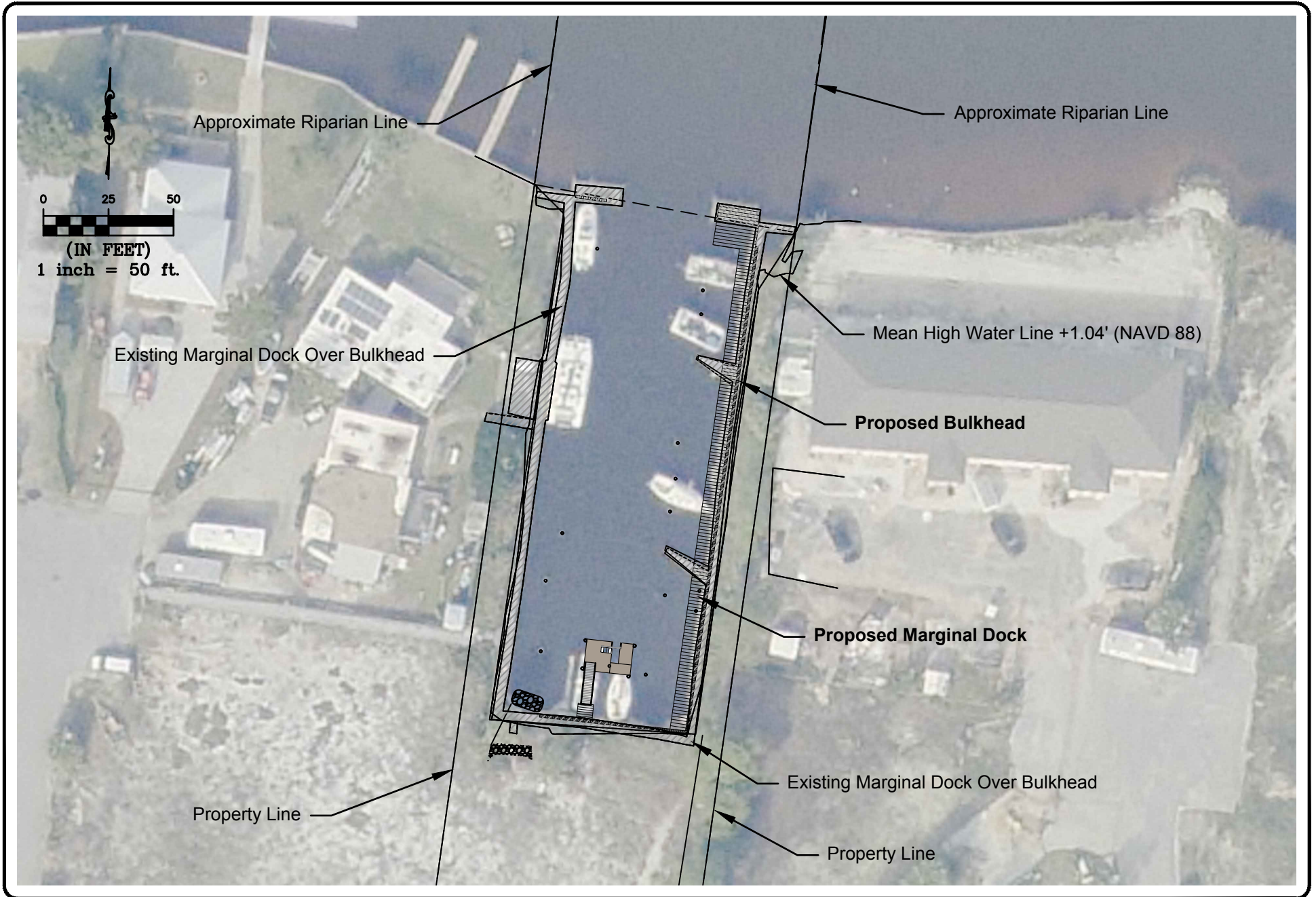
PROPOSED BASIN PLAN
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
 Florida P.E. Number 55255

Date: November 1, 2019
 Sheet Rev Date: August 13, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 6
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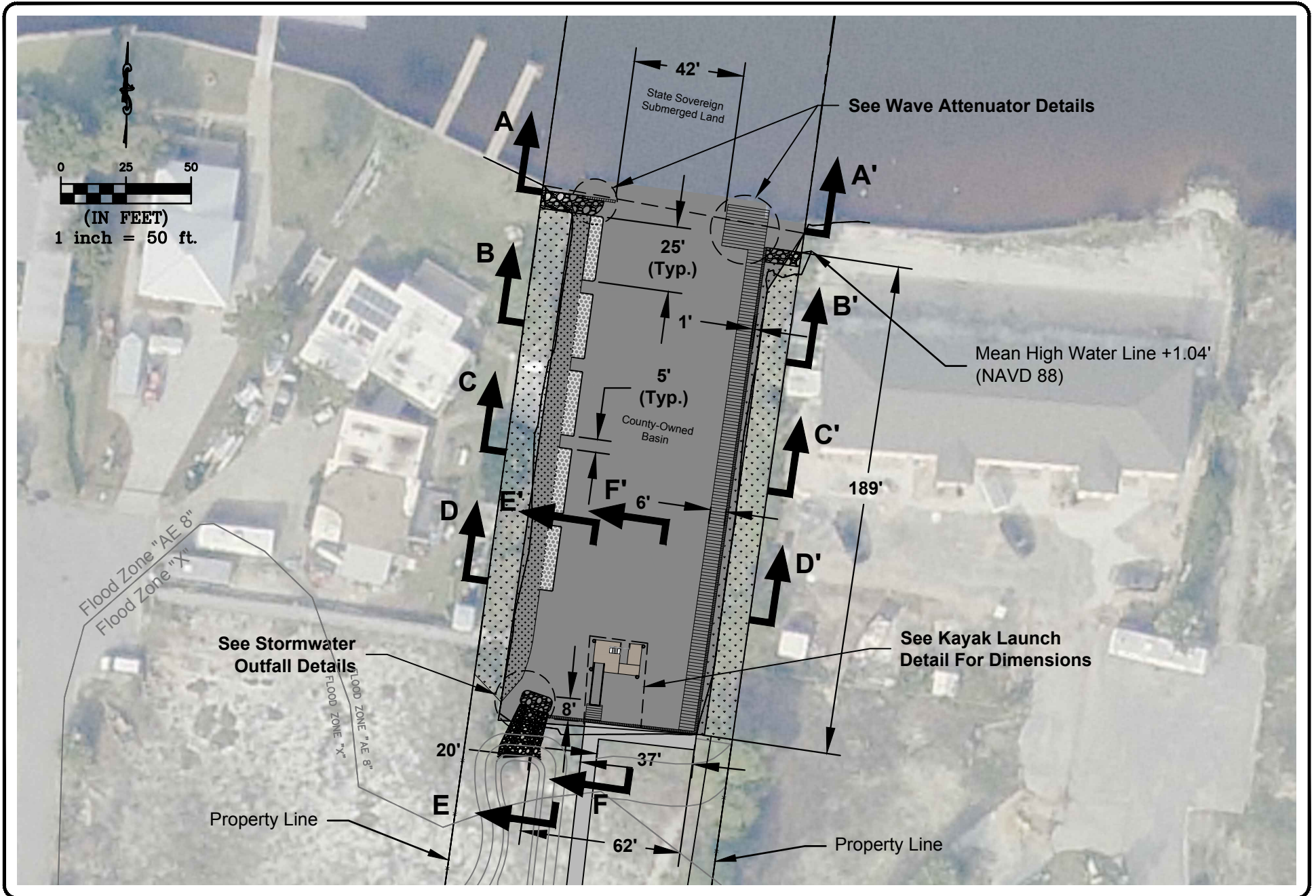
EXISTING AND PROPOSED DOCKS AND BULKHEADS
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: January 23, 2020
Sheet Rev Date: August 13, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 7
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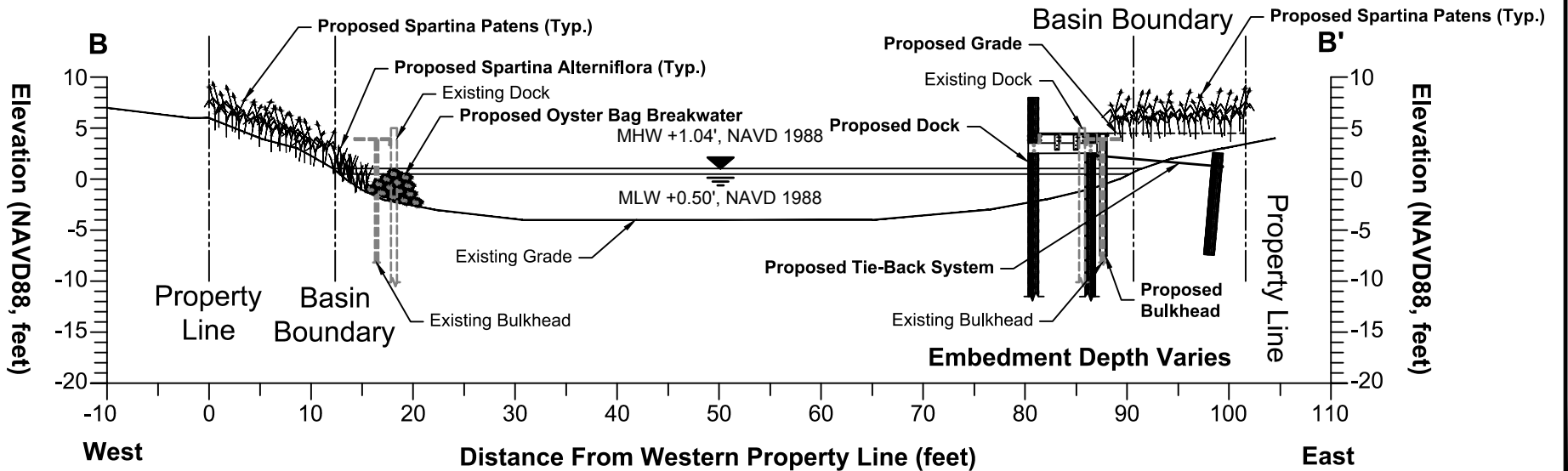
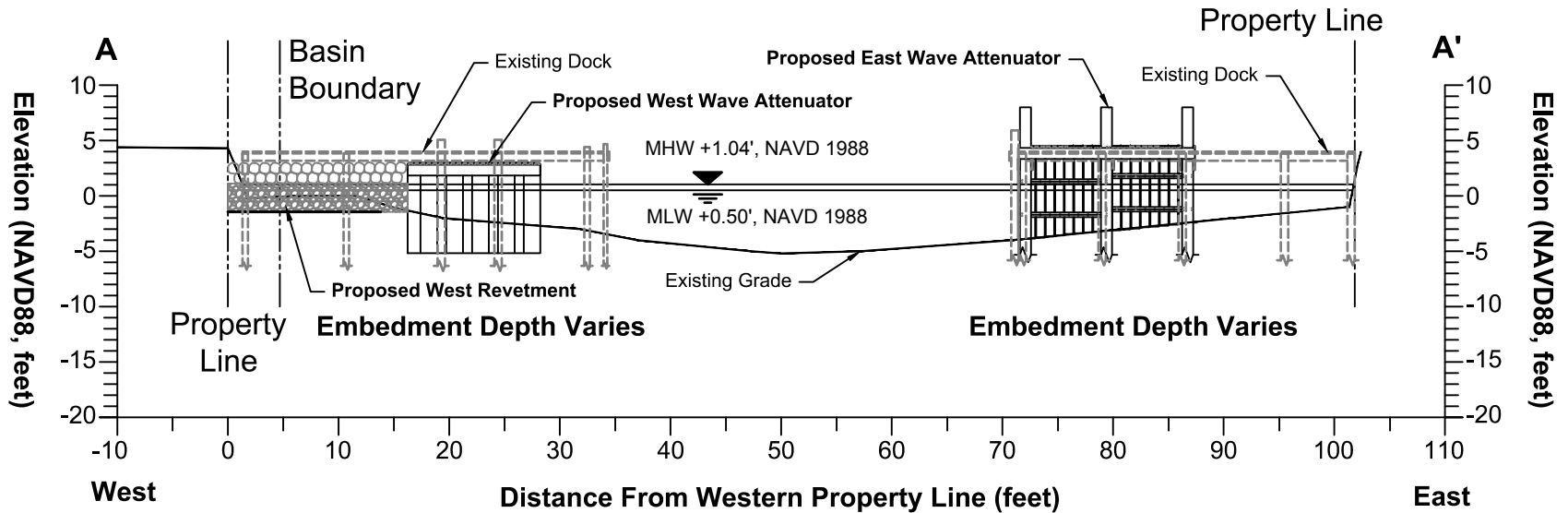
PROPOSED DIMENSION PLAN
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
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Michael R. Dombrowski, P.E.
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Date: November 1, 2019
 Sheet Rev Date: August 13, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 8
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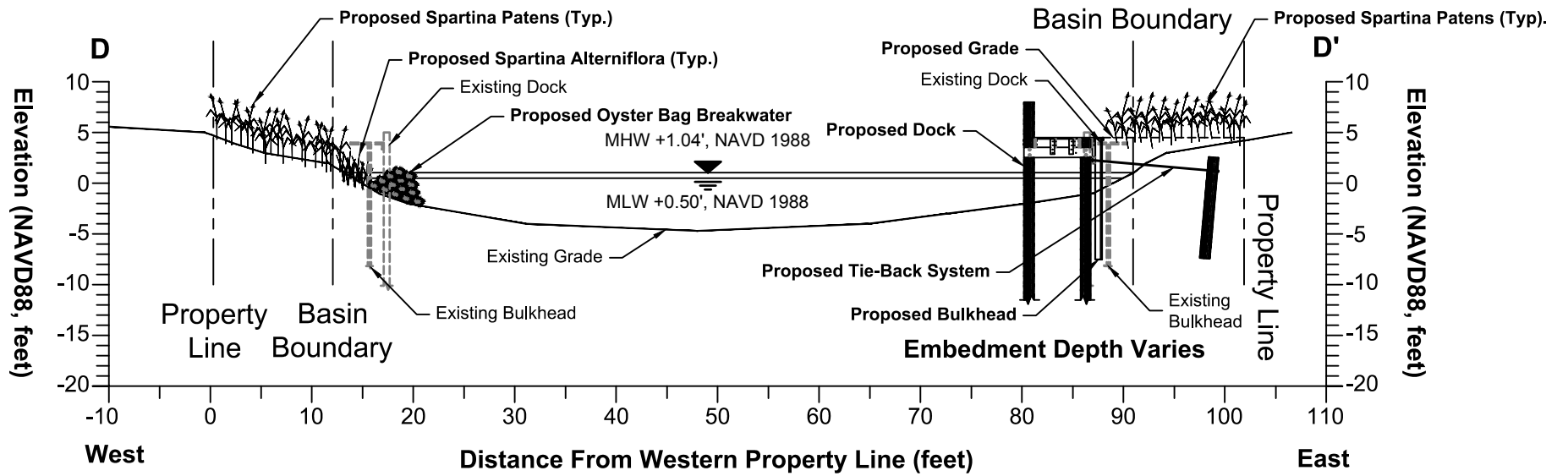
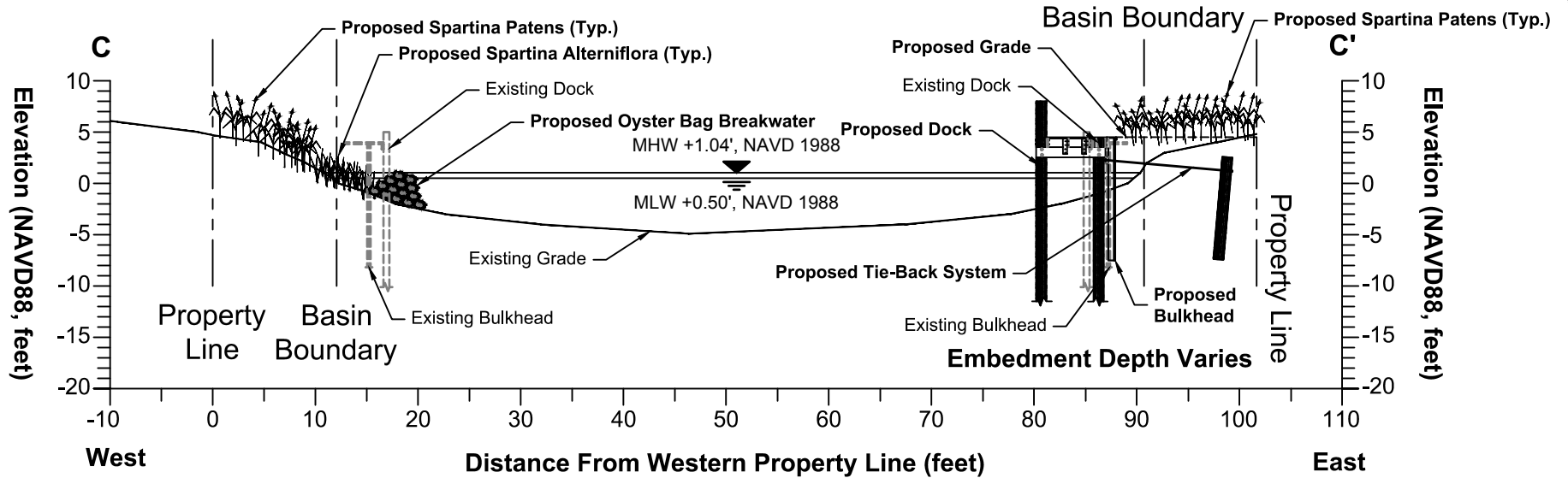


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PROPOSED SECTION VIEWS (1 OF 3)
Okaloosa Island - Sideside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E. Florida P.E. Number 55255	
Date: November 1, 2019	
Sheet Rev Date: August 13, 2020	
PROJECT NUMBER 17-441.4	SHEET NUMBER 9

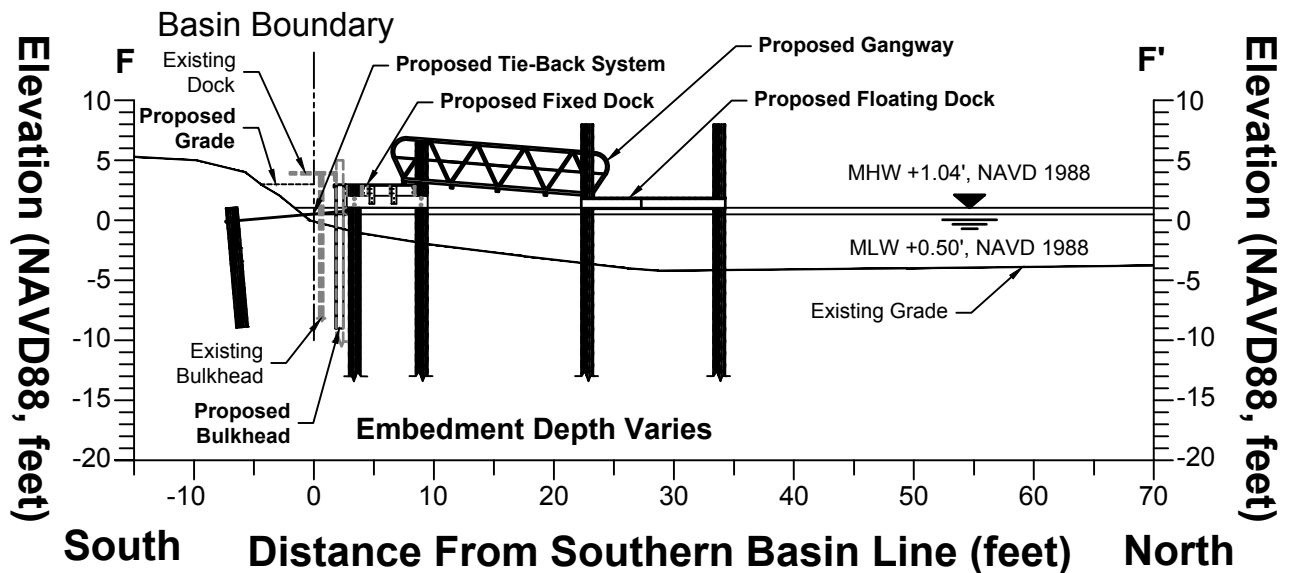
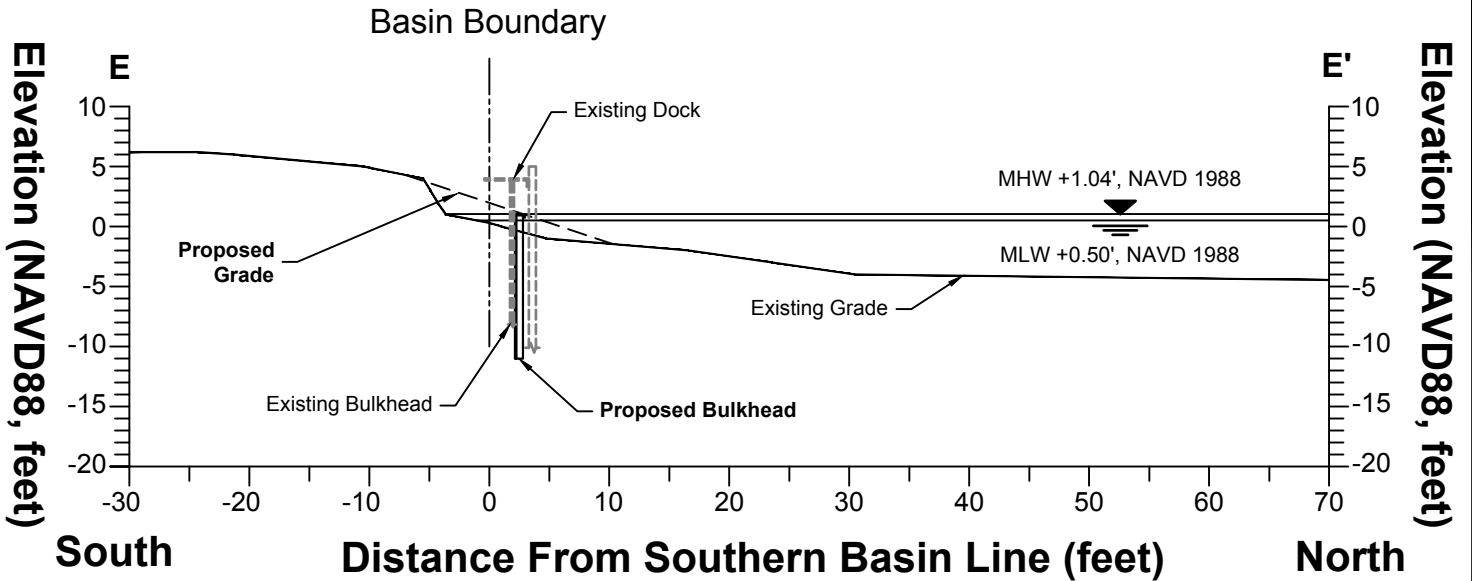


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PROPOSED SECTION VIEWS (2 OF 3)
Okaloosa Island - Sideside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E. Florida P.E. Number 55255	
Date: November 1, 2019	
Sheet Rev Date: August 13, 2020	
PROJECT NUMBER 17-441.4	SHEET NUMBER 10



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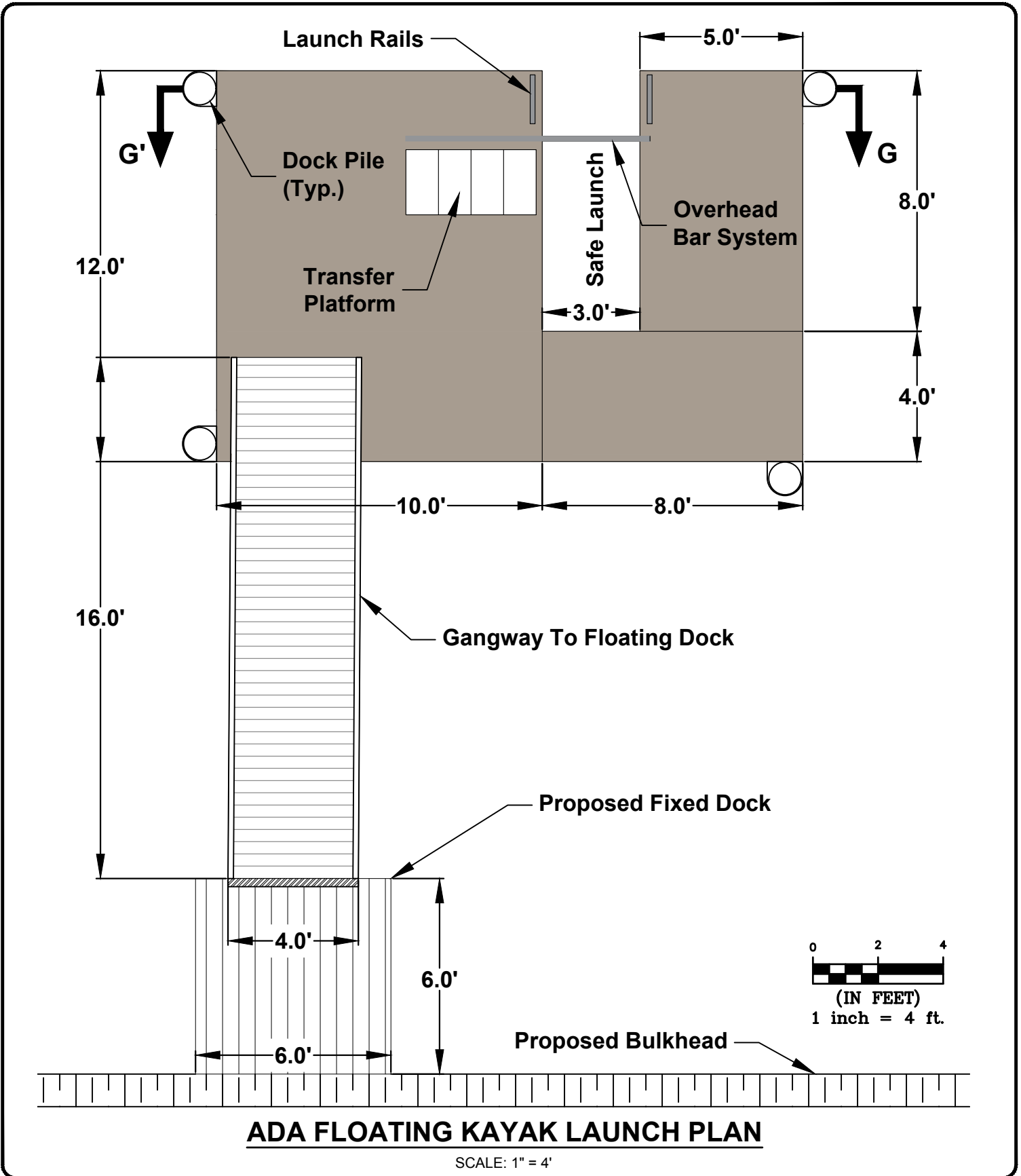
PROPOSED SECTION VIEWS (3 OF 3)
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
 Florida P.E. Number 55255

Date: November 1, 2019
 Sheet Rev Date: August 13, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 11
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ADA FLOATING KAYAK LAUNCH PLAN

SCALE: 1" = 4'

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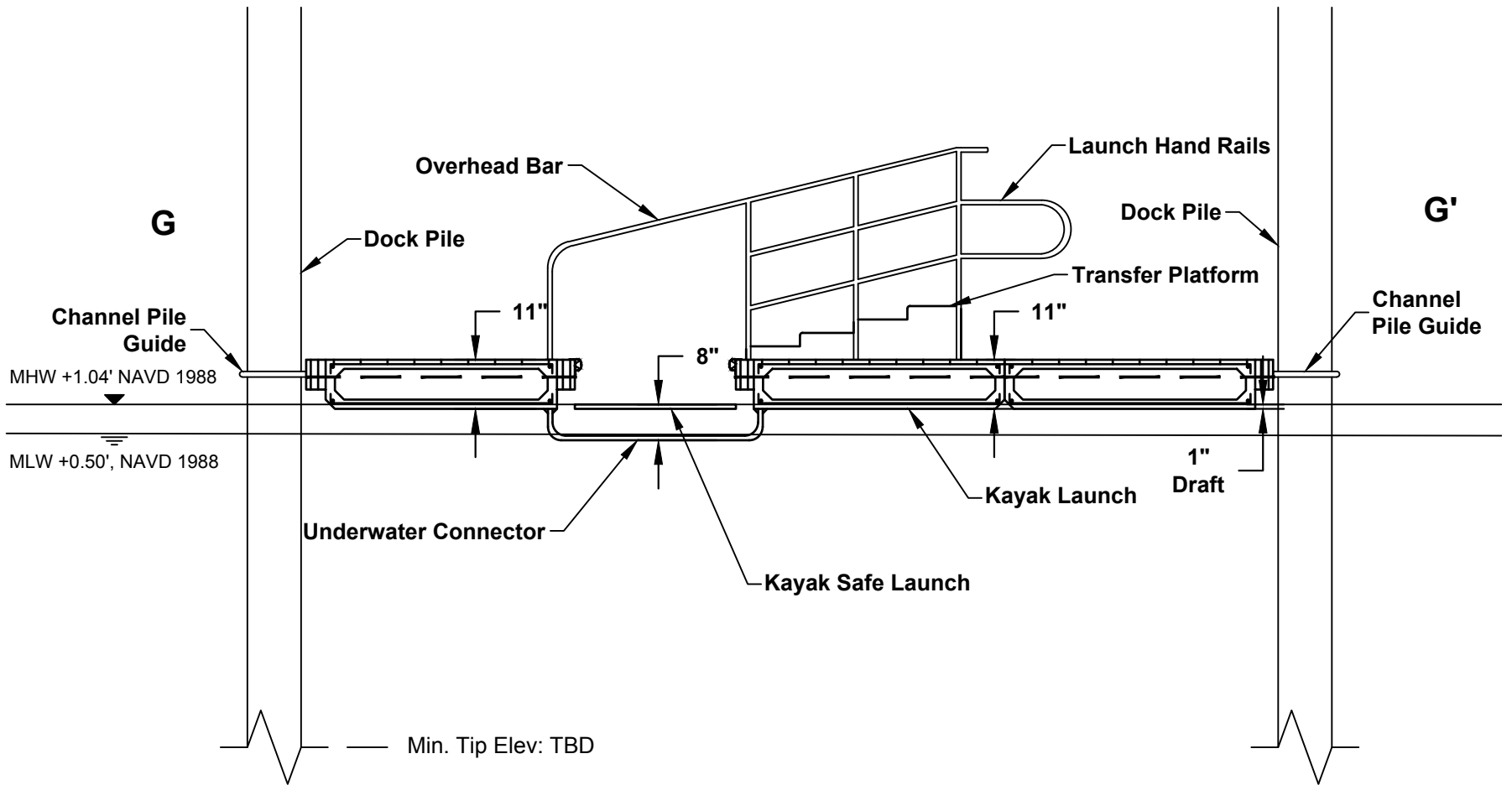
PROPOSED FLOATING KAYAK LAUNCH PLAN
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

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 Florida P.E. Number 55255

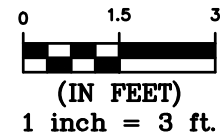
Date: November 1, 2019
 Sheet Rev Date: August 13, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 12
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KAYAK LAUNCH SECTION G-G'

SCALE: 1" = 3'



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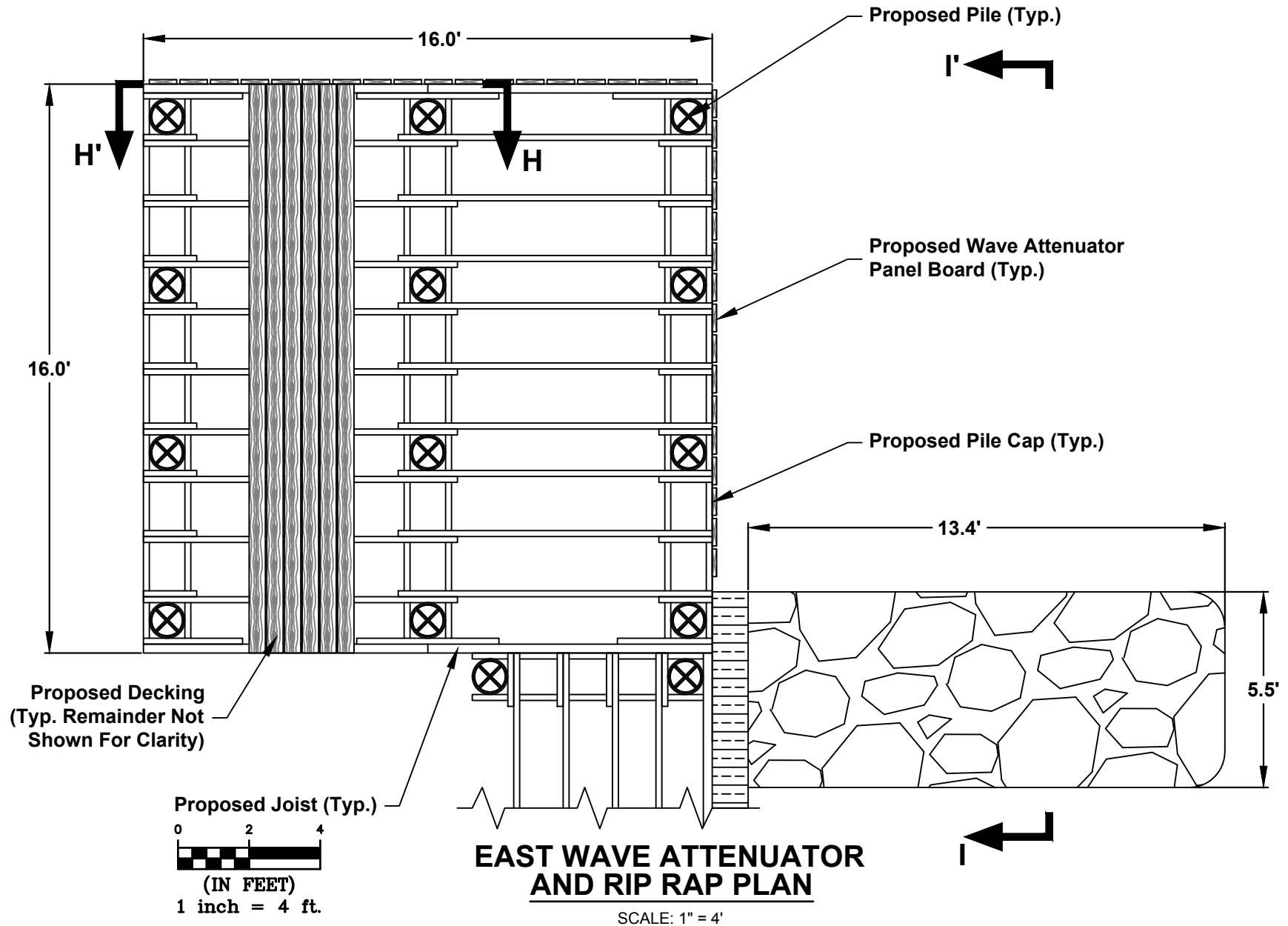
ADA FLOATING KAYAK LAUNCH SECTION VIEW
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: November 1, 2019
Sheet Rev Date: August 13, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 13
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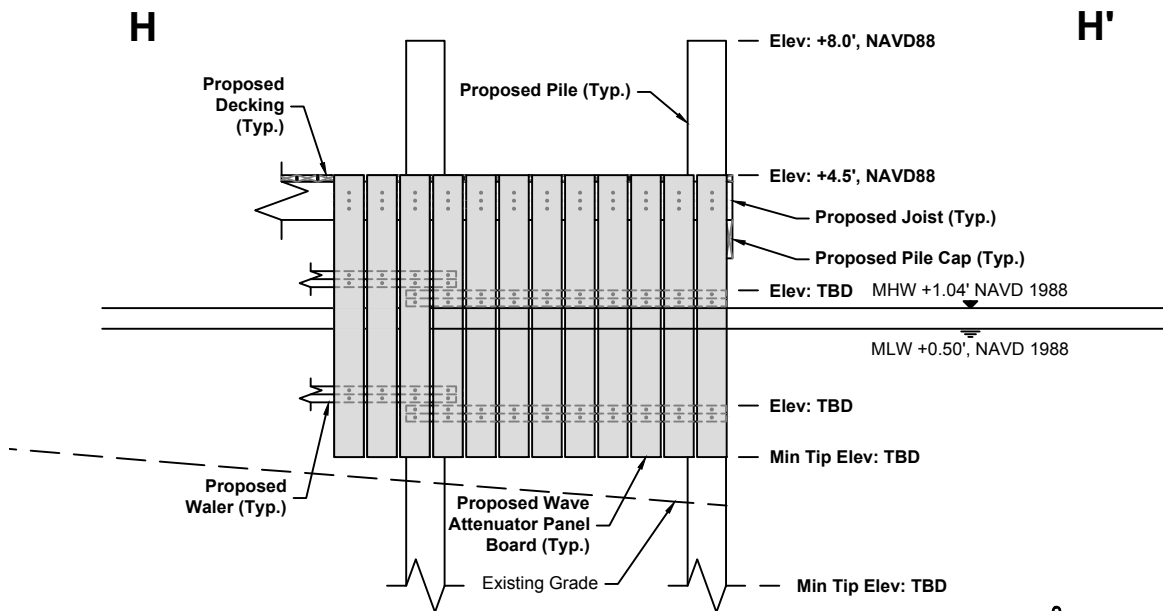

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EAST WAVE ATTENUATOR PLAN
Okaloosa Island - Soundside Access No. 2

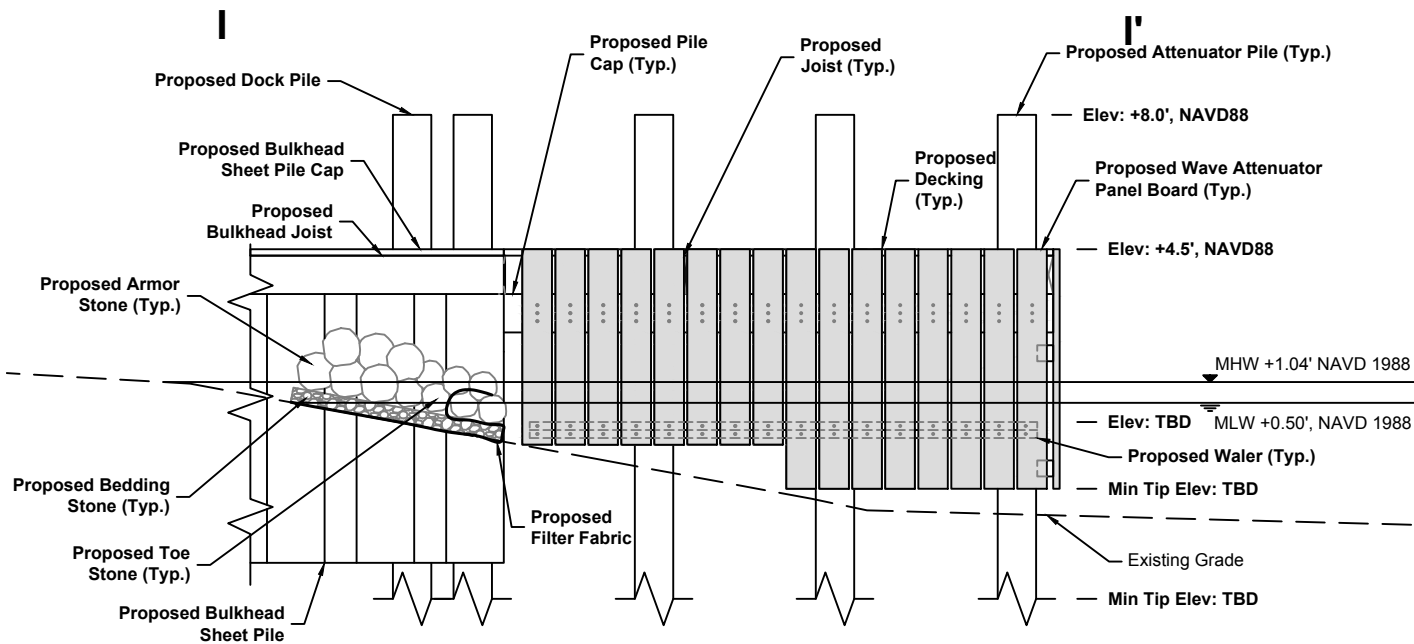
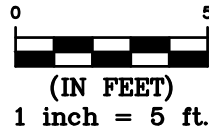
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Michael R. Dombrowski, P.E. Florida P.E. Number 55255	
Date: November 1, 2019	
Sheet Rev Date: August 13, 2020	
PROJECT NUMBER 17-441.4	SHEET NUMBER 14



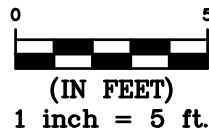
SECTION VIEW H-H'

SCALE: 1" = 5'



SECTION VIEW I-I'

SCALE: 1" = 5'



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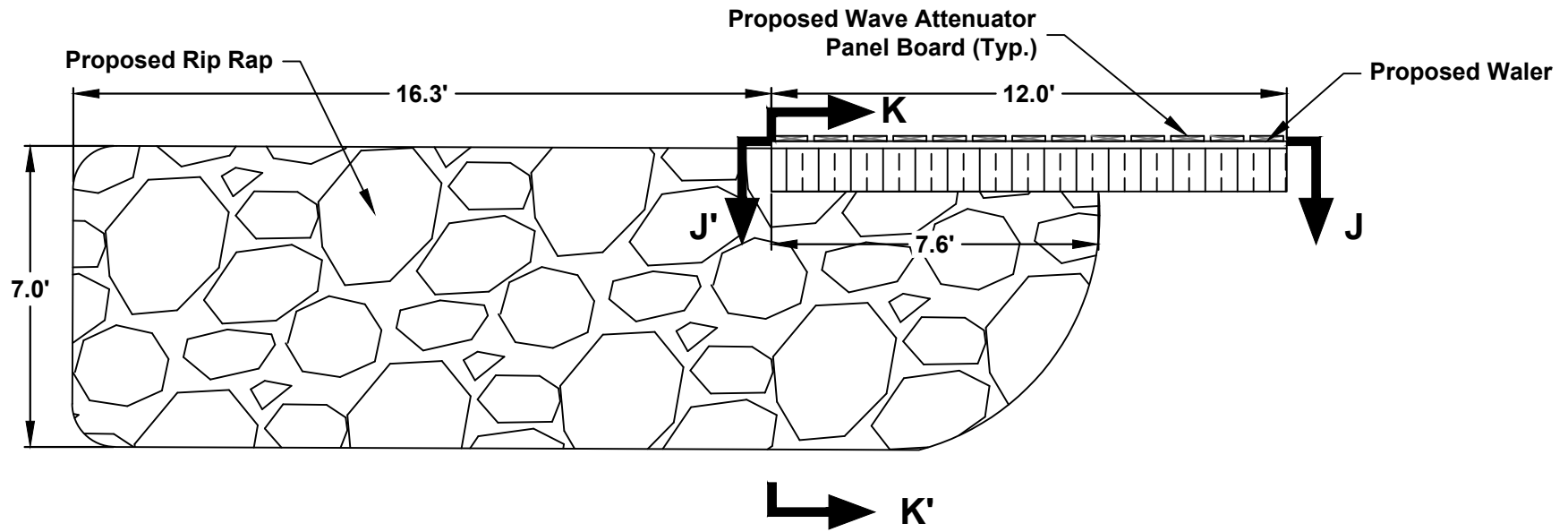
EAST WAVE ATTENUATOR SECTION VIEWS
Ocalaosa Island - Soundside Access No. 2

Ocalaosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

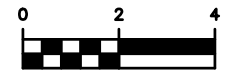
Date: November 1, 2019
Sheet Rev Date: August 13, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 15
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**WEST WAVE ATTENUATOR
AND RIP RAP PLAN**

SCALE: 1" = 4'



(IN FEET)
1 inch = 4 ft.



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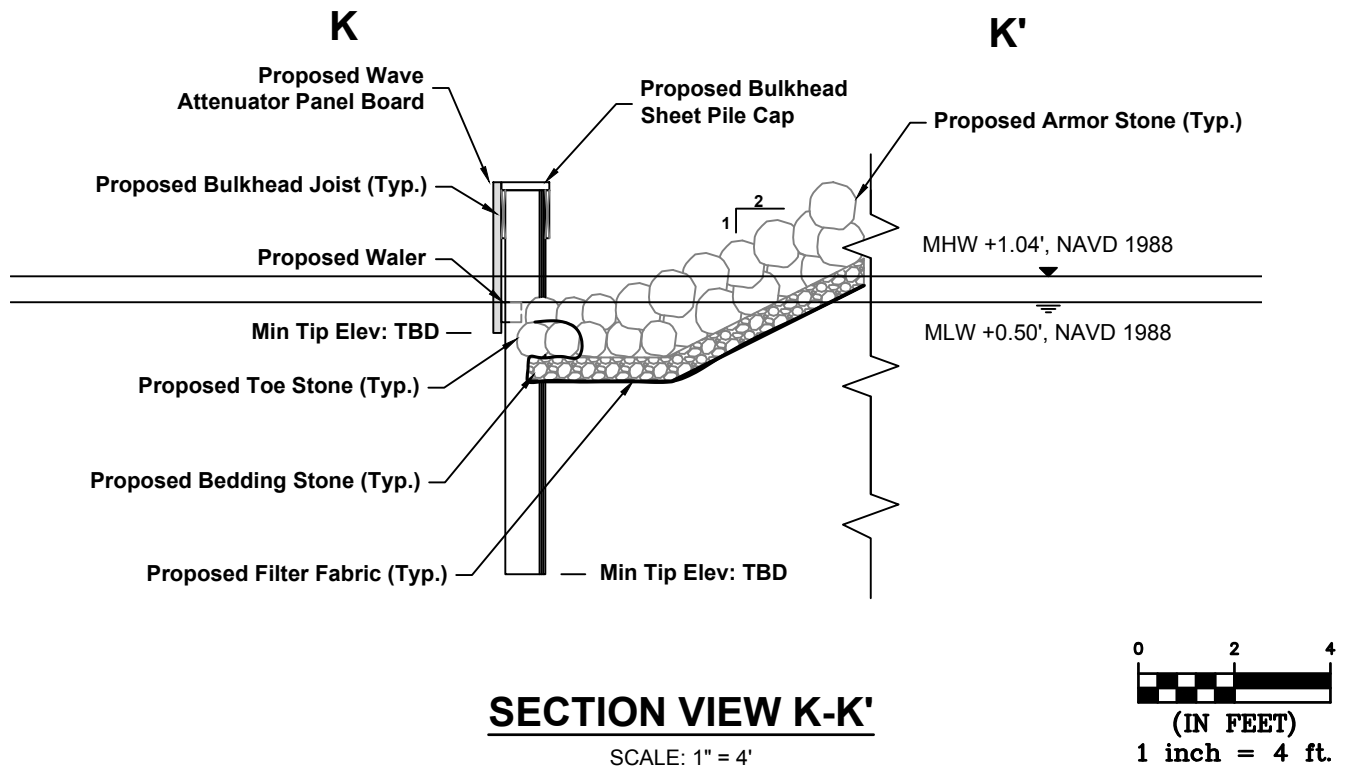
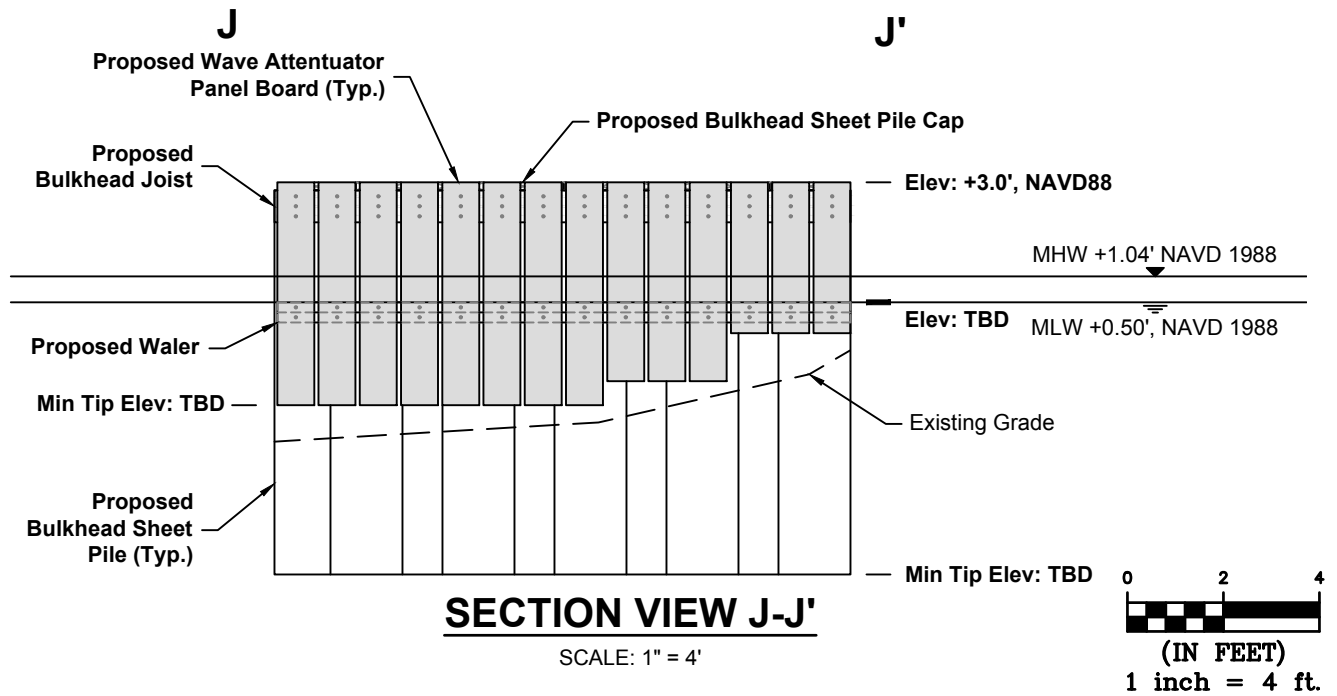
WEST WAVE ATTENUATOR PLAN
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: November 1, 2019
Sheet Rev Date: August 13, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 16
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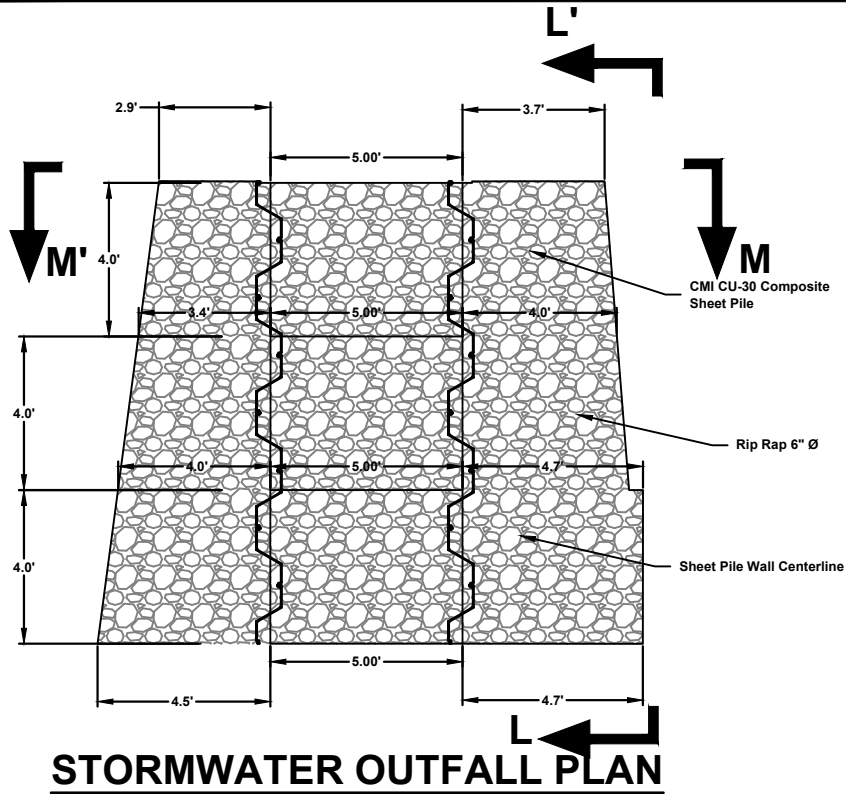
WEST WAVE ATTENUATOR SECTION VIEWS
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
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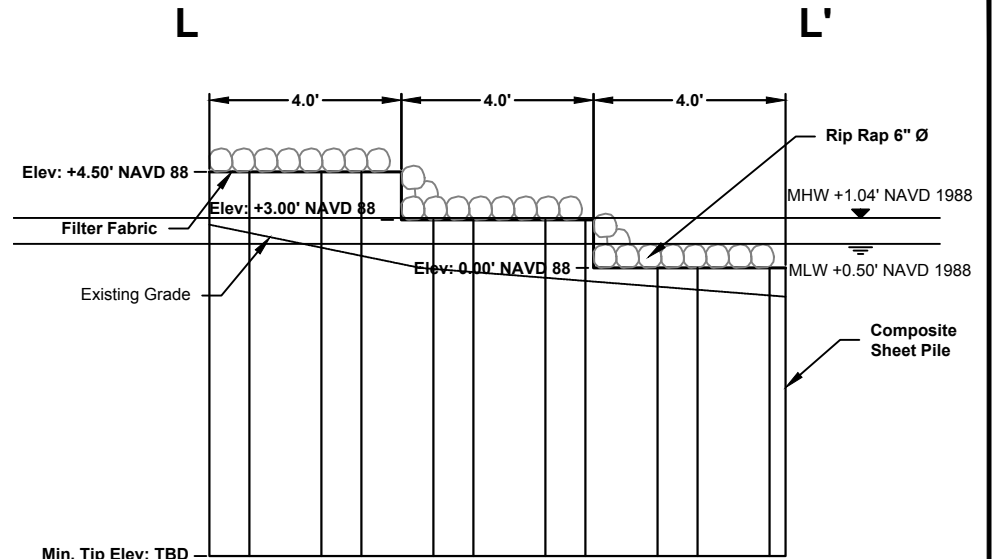
Date: November 1, 2019
Sheet Rev Date: August 13, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 17
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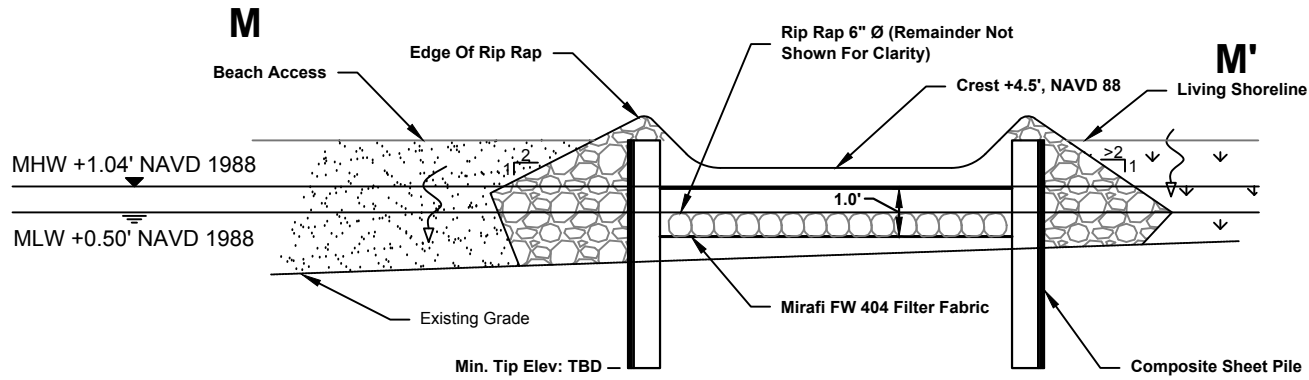
STORMWATER OUTFALL PLAN

SCALE: 1" = 4'



SECTION L-L'

SCALE: 1" = 4'



SECTION M-M'

SCALE: 1" = 3'



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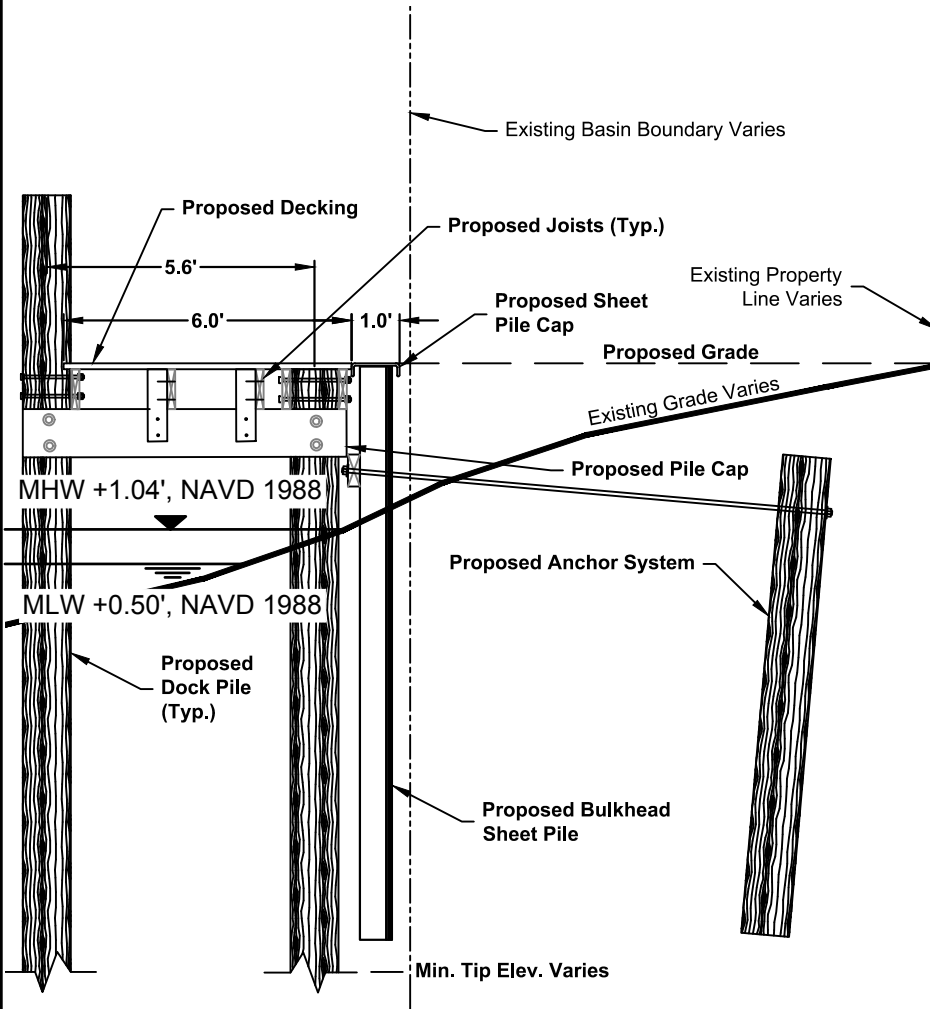
STORMWATER OUTFALL PLAN AND DETAILS
Ocalaosa Island - Soundside Access No. 2

Ocalaosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

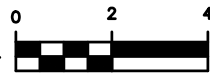
Date: November 1, 2019
Sheet Rev Date: August 13, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 18
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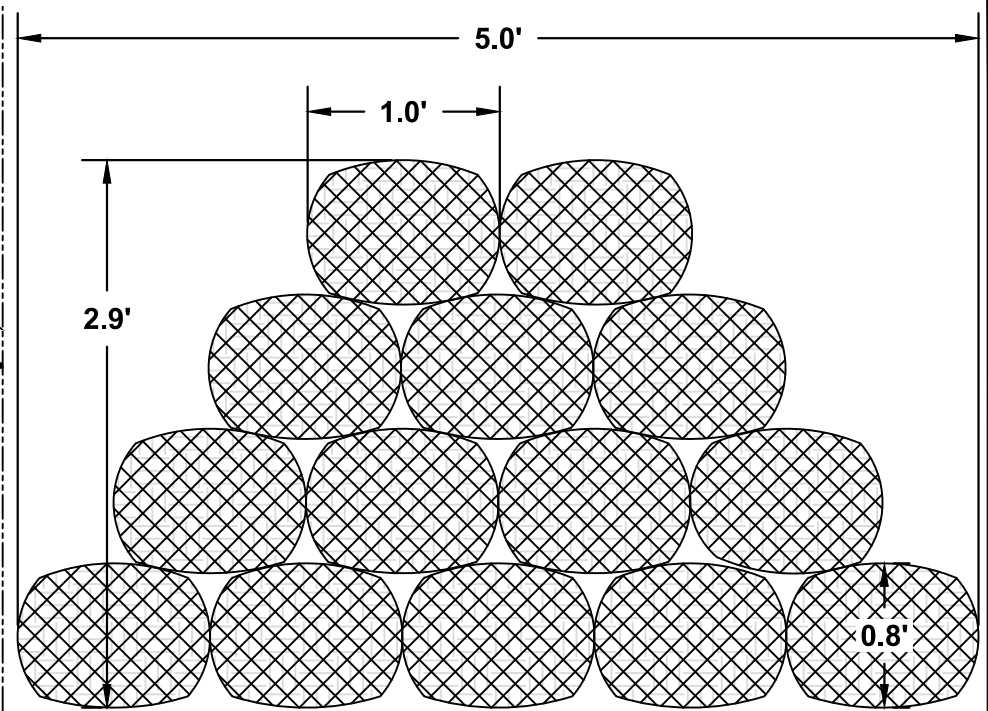


TYPICAL MARGINAL DOCK SECTION

SCALE: 1" = 4'

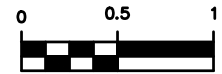


(IN FEET)
1 inch = 4 ft.



TYPICAL BREAKWATER DETAIL

SCALE: 1" = 1'



(IN FEET)
1 inch = 1 ft.



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TYPICAL SECTION DETAILS
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

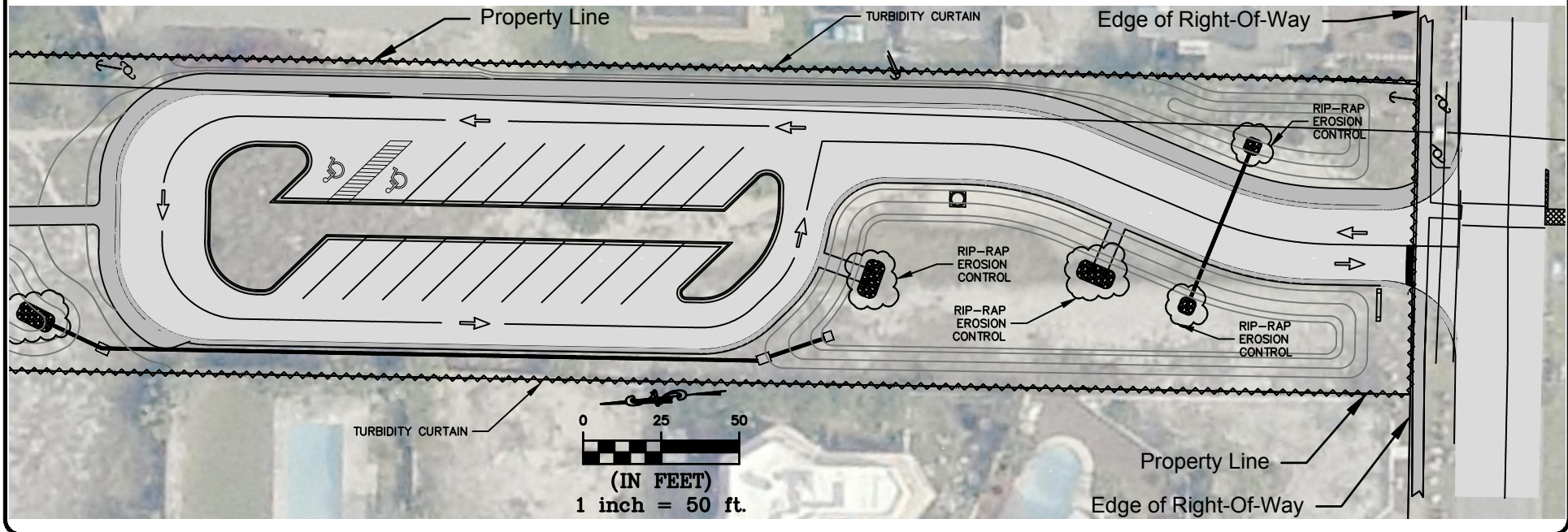
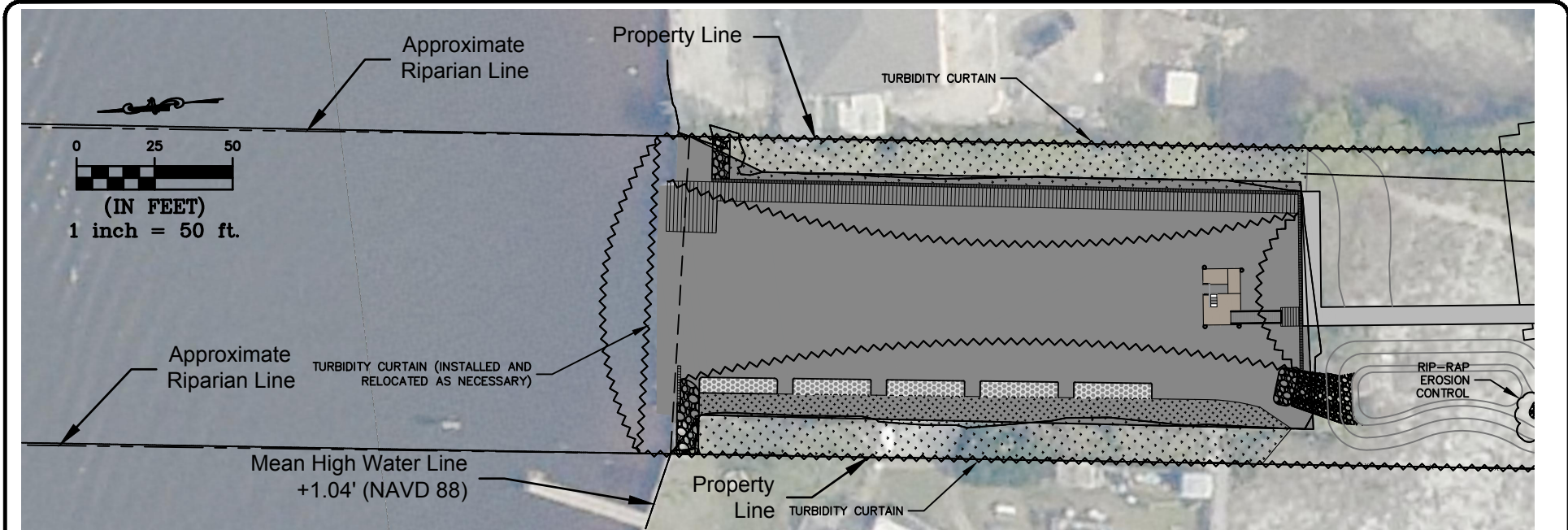
Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: November 1, 2019

Sheet Rev Date: August 13, 2020

PROJECT NUMBER
17-441.4

SHEET NUMBER
19



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EROSION CONTROL PLAN
Ocalaosa Island - Soundside Access No. 2

Ocalaosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: August 13, 2020
Sheet Rev Date:

PROJECT NUMBER 17-441.4	SHEET NUMBER 4-2
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NOTES:

- Drawing referenced to Florida State Plane North, North American Datum of 1983 (NAD 83).
- Elevations shown hereon are based on North American Vertical Datum of 1988 (NAVD 88).
- Boundary survey performed by Dewberry Engineers, Inc., dated 06-24-2019.
- Topographic survey performed by Dewberry Engineers, Inc., dated 06-24-2019.
- Bathymetric survey performed by Dewberry Engineers, Inc., dated 06-24-2019.
- Approximate Federal Navigation Channel limits obtained from USACE-Mobile District website, www.sam.usace.army.mil/op/nav/CS-default.htm.
- Construction should not violate State of Florida water quality standards
- No liveaboards will be allowed.
- Materials are subject to change. Pile dimensions will be determined during final design.
- Aerial photography obtained from LABINS and flown 12-2015 to 02-2016. The location of all objects in the photograph are approximate and may not represent currently existing conditions.
- The location of turbidity curtains shown on these drawings is for illustrative purposes only. Turbidity curtains will be located to best assure water quality standards and relocated as construction activities warrant to ensure water quality standards are maintained throughout construction.

SCHEDULE:

Bulkhead

Total length: 246 LF (189 LF behind marginal dock, 57 LF supporting southern basin boundary)
 Materials: Composite sheet pile. Final material selection will be determined during final design.
 Installation: Proposed bulkhead installation shall be from upland, no barge construction. All staging areas for materials and equipment for construction of the bulkhead must be on the upland.

Fixed Wave Attenuator

Total area: East = 274 ft², West = 12 ft²
 Materials: Final material selection will be determined during final design.

Fixed Marginal Dock

Total area: 1,368 ft² of deck area, 40 dock piles
 Materials: Timber piles and pile caps, and wood panel decking. Final material selection will be determined during final design.

Floating PVC Kayak Launch

Total area: 216 ft² of deck area, 4 dock piles
 Materials: PVC panel decking from pre-manufactured launch and timber piles. Final material selection will be determined during final design.

Entrance Scour Protection

Armor Stone: East ≈ 10 tons (including toe stone), West ≈ 11 tons (including toe stone), Stone Density 165 pounds per cubic foot
 Bedding Stone: East ≈ 4 tons, West ≈ 4 tons
 Filter Fabric: East ≈ 120 ft², West ≈ 180 ft²
 Total Volume: East ≈ 170 ft³, West ≈ 182 ft³

Stormwater Outfall Scour Protection (Seaward of MHW Line):

Total Area: 134 ft²
 Total Volume: 67 ft³

Approximate Pre-empted Area

Total Area: Submerged Land Lease area to be determined from SSL survey.

UTILITIES:

- No fueling facilities or liveaboards are proposed at this facility.
- No light fixtures are proposed at this facility.
- Irrigation will be provided through shallow well water.
- NFPA Fire Stations.



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GENERAL NOTES
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
 Florida P.E. Number 55255

Date: November 1, 2019
 Sheet Rev Date: August 13, 2020

PROJECT NUMBER	SHEET NUMBER
17-441.4	21

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

1. The permittee shall be responsible for keeping records documenting that relevant permit conditions are met. This documentation shall include, at a minimum, the date of each inspection, the name and qualifications of the inspector, any maintenance actions taken, and a determination by the inspector as to whether the system is operating as intended. Inspection documentation must be readily available and shall be provided at the Department's request. Submittal of the inspection documentation to the Department is not required.

2. Within 30 day of any failure of a stormwater management system or deviation from the permit, a report shall be submitted to the Department on Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure or deviation. This report shall be signed and sealed by a registered professional.

3. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.

4. The mailing address for submittal of forms for the "Construction Commencement Notice", "As-Built Certification ...", "Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase", or other correspondence is FDEP, SLERP, 160 W Government Street, Suite 308, Pensacola, Florida 32502.

5. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit, unless an application for extension is received and approved pursuant to Rule 62-330.320, F.A.C. If construction of the stormwater management system authorized by this environmental resource permit has not been completed and continued use of the system formally transferred to the operating phase before the expiration date of the permit, or an authorized extension, then at least 60 days before such expiration date, the permittee shall apply for another individual stormwater permit, using the forms and accompanied by the fee required by rules in effect at that time.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

6. The Permittee shall instruct all personnel associated with the project about the presence of manatees, and the need to avoid collisions with (and injury to) this protected marine species. The Permittee shall be responsible for harm to these resources and shall require their contractors to advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Endangered Species Act, the Marine Mammal Protection Act, and the Florida Manatee Sanctuary Act.

7. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU's above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.

8. Best management practices for erosion control shall be implemented prior to construction commencement and shall be maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, staged construction and the installation of turbidity screens around the immediate project site.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

9. This permit does not authorize the construction of additional structures not illustrated on the permit drawings. Examples of additional structures, which are not authorized by this permit include but are not limited to: walkways, doors, awnings, and decking around or under the bottom of the pile supported structures. Storage of equipment, pesticides, herbicides, construction material, trash receptacles, or part of a septic tank system beneath the pile-supported structure is prohibited.

10. All wetland areas or water bodies which are adjacent to the specific limits of construction authorized by this permit shall be protected from erosion, sedimentation, siltation, scouring, excess turbidity or dewatering.

11. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.

12. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

13. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

14. Any damage to wetlands outside of the authorized impact areas as a result of construction shall be immediately reported to the Department at (850)595-8300 and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size, and density as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30-day period.

15. The following measures shall be taken immediately by the permittee when turbidity levels within waters of the State surrounding the project site exceed 29 NTUs above background:

- a. Immediately cease work contributing to the water quality violation.

- b. Stabilize exposed soils contributing to the violation. Modify the work procedures responsible for the violation, install additional turbidity containment devices and repair non-functioning turbidity containment devices.
- c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected

16. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth to preclude bottom scouring and prop dredging.

17. All CCA-treated pilings associated with the permitted activity shall be wrapped with impermeable plastic or PVC sleeves with a minimum of 30 mil thickness. The sleeves shall be installed concurrently with the installation of the pilings, shall extend from at least 6 inches below the level of the substrate to at least 2 feet above the mean high water line. Pilings which have to be replaced during the life of the facility shall meet the requirements of this condition.

18. The bulkhead shall be fully constructed, prior to the placement of backfill material.

19. Dredging within waters of the State for the purpose of providing backfill is prohibited.

20. All material used as fill for the living shoreline, fill for the sandy boat ramp, and backfill for construction of the of the bulkhead shall be clean material and shall not be contaminated with vegetation, garbage, trash, tires, hazardous, toxic waste or other materials that are not suitable construction within waters of the State as so determined by the department.

21. "Riprap" shall consist of unconsolidated boulders, rocks, or clean concrete rubble with no exposed reinforcing rods or similar protrusions. The riprap shall be free of sediment, debris and toxins or otherwise deleterious substances. Riprap shall have a diameter of at least 12 inches to 3 feet.

22. The slope of the riprap shall be no steeper than 2:1 (Horizontal/Vertical) and the distance the riprap extends waterward from the top of slope shall be no more than seven (7) feet.

23. Oyster reef breakwaters shall be composed predominantly of natural oyster shell cultch (clean and fossilized oyster shell) or other stable, non-degradable materials such as oyster reef, reef balls, unconsolidated boulders, clean concrete or limestone rubble, rip rap, rock sills, or triangular concrete forms. Oyster shell cultch, if used, shall be enclosed in mesh bags having openings of no more than 3 inches, or securely fixed to matting prior to placement in the water. Oyster bags and mats must be anchored to prevent movement of shell from the project area.

24. Breakwaters shall be placed in a manner to not substantially impede the tidal flow of water or create entrapments.

25. The breakwaters shall not be placed over seagrasses or emergent vegetation.

26. The breakwaters shall not be placed where or in a manner in which they present a hazard to navigation or public safety.

27. Planting shall occur between the oyster reef breakwaters and the wetland extent of the project area consisting primarily of *Spartina patens* (Marsh-Hay Cord Grass) and *Spartina alterniflora* (saltmarsh cord grass) supplemented with other appropriate native wetland vegetation that is matched to tidal hydrology and salinity.

SPECIFIC CONDITIONS – MANATEE

28. The Standard Manatee Construction Conditions for In-water Work (2011) must be followed for all in-water activity.

29. The Permittee shall install one (1) permanent manatee educational sign, the “Caution Boaters” sign, at the entrance to the kayak launch, facing land. This sign shall be maintained for the life of the facility and installed no later than 30 days after construction commencement. Signs shall be replaced by the Permittee in accordance with FWC guidance is outdated, damaged, or faded. Information on how to obtain this sign can be found at FWC’s website: <http://www.myfwc.com/wildlifehabitats/managed/manatee/education-for-marinas/> and questions regarding this requirement can be sent to ImperiledSpecies@myFWC.com.

30. To reduce the risk of entrapment and drowning of manatees, manatee exclusion devices (such as grating) shall be installed and maintained over any existing or proposed pipes or culverts greater than 8 inches, but smaller than 8 feet in diameter that are submerged or partially submerged and reasonably accessible to manatees. If horizontal or vertical bars are used, no more than 8-inch gaps on center shall be allowed. Grates shall be in place at the accessible end(s) during all phases of the construction process and as a final design element to restrict manatee access.

SPECIFIC CONDITIONS – OTHER LISTED SPECIES

31. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

32. Temporary mooring shall be allowed at the facility. Overnight mooring is strictly prohibited.

33. There shall be no boat repair facilities on any structure that is over the water. No overboard discharges of trash, human or animal waste, or fuel shall occur at the docks.

34. All structures authorized by this permit shall remain in operable condition and shall not be allowed to deteriorate or otherwise contribute to a water quality violation for the life of the facility.

35. The Stormwater Operation and Maintenance Plan, as approved and enclosed with this permit, shall be implemented.

36. The stormwater management systems shall be inspected by a registered professional to evaluate whether the system is functioning as designed and permitted. Percolation performance should specifically be addressed. The registered professional may record his inspection on Form No. 62-330.311(1), Operation and Maintenance Inspection Certification or may provide his evaluation in any other format; however, any report must be signed and sealed by the registered professional. Submittal of the inspection report to the Department is not required; but the report shall be made available to the Department upon request. Inspections shall be made by the registered professional in accordance with this schedule:

For Dry Retention:

- a. On the first anniversary of the date of conversion to Operation and Maintenance Phase.
- b. Every fifth year on the anniversary of conversion to Operation and Maintenance Phase, after the first year of successful operation.

37. Percolation performance shall be evaluated within the pond at least every third year. If there is evidence of inadequate percolation, the pond bottom must be re-scarified or deep-raked to restore percolation characteristics. If reworking the pond bottom fails to restore adequate percolation, additional retention area restoration shall be performed as follows:

- a. Remove the top layer of the retention area bottom material to a depth of 2 to 3 inches and scarify or deep-rake the excavated bottom.
- b. Replace excavated bottom material with suitably permeable material and restore the pond bottom to design grade.

38. Inspections by the Permittee:

- a. The stormwater system shall be inspected periodically for accumulation of debris and trash. Accumulations of debris and trash that negatively affect the function of the system shall be removed upon discovery.
- b. The stormwater system shall be inspected periodically for silt accumulation. Accumulations of silt that negatively affect the function of the system shall be removed.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

COMMENCEMENT NOTIFICATION

*Within ten (10) days of initiating the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. Department of the Army Permit Number: SAJ-2020-00468 (SP-HMM)

2. Permittee Information:

Name: _____

Email: _____

Address: _____

Phone: _____

3. Construction Start Date: _____

4. Contact to Schedule Inspection:

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2020-00468 (SP-HMM)

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

**TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____**

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 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

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE
U.S. Fish and Wildlife Service
August 12, 2013

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or “approval” from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or “approval” from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11” x 17” or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands

and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336
Panama City Field Office – (850) 769-0552
South Florida Field Office – (772) 562-3909

PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.

2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.

3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).

2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.

3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



ATTENTION:

THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!!!

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- Cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site without interference.
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- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate U.S. Fish and Wildlife Service (USFWS) office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

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Panama City Field Office – (850) 769-0552

South Florida Field Office – (772) 562-3909

Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

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LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

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**USFWS Florida Field Offices to be
contacted if a live or dead eastern indigo
snake is encountered:**

North Florida ES Office – (904) 731-3336
Panama City ES Office – (850) 769-0552
South Florida ES Office – (772) 562-3909

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LEGAL STATUS: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.



August 12, 2013

ATTENTION:
THREATENED EASTERN INDIGO
SNAKES MAY BE PRESENT ON
THIS SITE!!!



Please read the following information provided by the U.S. Fish and Wildlife Service to become familiar with standard protection measures for the eastern indigo snake.

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. [Omitted]
- 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 emailed to FWC at ImperiledSpecies@myFWC.com.
- f. [Omitted]

[Conditions "c" and "f" have been omitted as they are not applicable in this location.]

Project Design Criteria (PDCs) Applicable to All Projects

NOTE - You are required to comply with the following PDCs, which serve to address requirements pursuant to Section 7, Endangered Species Act (ESA) for those listed species and designated critical habitat under purview of the National Marine Fisheries Service Protected, Resources Division. These PDCs are taken from the Programmatic Biological Opinion (PBO) referred to as JaxBO. These criteria serve to address ESA requirements only, and additional conditions may be required to address other Federal laws, including the Magnuson-Stevens Fishery Conservation and Management Reauthorization Act. Authorization under this permit is conditional upon your compliance with all applicable PDCs, which are made part of this permit. You are reminded that you must complete the attached self-certification statement of compliance following completion of the authorized work. Your statement of compliance does not obviate the need to satisfy all PDCs, including those requirements (e.g., such as structural dimensions and educational signs) that are observable post-construction, and those requirements (e.g., construction methods or procedures to be followed) that are not observable post-construction. Please note that failure to comply with the applicable PDCs of this PBO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute noncompliance with this permit. The NMFS is the appropriate authority to determine compliance with the terms and conditions of this PBO.

AP.1. The applicant must agree to adhere to PDCs for *In-Water Activities* (provided below).

AP.2. All projects involving the installation of piles or sheet piles shall follow the PDCs for *In-Water Noise from Pile and Sheet Pile Installation* (Section 2.2). This Opinion does not cover projects that use seismic surveys, low frequency sonar, explosions, and seismic air guns.

AP.3. All projects proposed in or near areas with mangroves, seagrasses, corals, or hard bottom habitat must refer to PDCs for *Mangroves, Seagrasses, Corals, and Hard Bottom for All Projects* (provided below) to determine whether the project is covered under the Opinion and, if it is covered, to ensure it is sited, designated, and implemented following all of the PDCs in that section.

AP.4. For every project, the USACE must determine if the project is located within:

- a) Smalltooth sawfish critical habitat limited exclusion zones (Section 2.1.1.1)
- b) Gulf sturgeon critical habitat migratory restriction zones (Section 2.1.1.2)
- c) Atlantic sturgeon critical habitat exclusion zone (St. Marys River) (Section 2.1.1.3)
- d) North Atlantic right whale educational sign zones (Section 2.1.1.4)
- e) U.S. Caribbean sea turtle critical habitat restriction zones (Section 2.1.1.5)
- f) Bryde's whale exclusion zone (Section 2.1.1.6)

Where the activity is excluded from the Opinion within a particular zone, the application must be processed under a separate consultation. Where additional restrictions apply to activities within that zone, the USACE or other authorizing entity must ensure that the project meets the requirements for that zone.

AP.5. This Opinion only covers new construction (i.e., installation, repair, replacement) and does not apply to after-the-fact consultations or enforcement actions handled by the Corps.

AP.6. All activities must be completed during daylight hours.

Project Design Criteria (PDCs) for In-Water Activities

AP.7. Education and Observation: The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at:

http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html

AP.8. Reporting Interactions with Protected Species:

- a) Any collision(s) with and/or injury 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 (1-727-824-5312) or by email to: takereport.nmfs@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
- b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email: Sawfish@MyFWC.com
- c) Sturgeon: Report dead sturgeon to 1-844-STURG 91 (1-844-788-7491) or email: nmfs.ser.sturgeonnetwork@noaa.gov
- d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
- e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.

AP.9. Vessel Traffic and Construction Equipment: All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:

- a) *Construction Equipment*.
 - i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
 - ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
 - iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of construction equipment and shall not resume until the species has departed the area of its own volition.
 - iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

- b) *All Vessels:*
- i) Sea turtles: Maintain a minimum distance of 150 ft.
 - ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
 - iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (<http://www.fisheries.noaa.gov/pr/shipstrike/>).
 - iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
 - v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
 - vi) When these animals are sighted while the 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 they have left the area.
 - vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

AP.10. Turbidity Control Measures during Construction: Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

- a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
- b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
- c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
- d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
- e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):
 - i. Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
 - ii. The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cable

line). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.

AP.11. Entanglement: All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.

- a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
- b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

Project Design Criteria (PDCs) specific to Activity 1 for Shoreline Stabilization

A1.1. Activities covered by this Opinion include:

- A1.1.1. New shoreline stabilization: New shoreline stabilization projects cannot exceed 500 ft in length. New seawalls and footers cannot extend any further waterward than 1.5 ft (18 in) from MHW, unless necessary to align a new seawall with 1 or more adjacent seawalls.
Repair or replacement of existing vertical seawalls: The repair, and replacement of seawalls and footers cannot extend any further waterward than 1.5 ft (18 in) from the wet face of the existing seawall or MHW, unless necessary to align with 1 or more adjacent seawalls. The repair or replacement of an existing seawall is not restricted to the 500 ft in length limit in PDC A1.1.1.
- A1.1.2. Shoreline stabilization materials may consist of riprap, articulating blocks or mats, and sand cement, geotextile/ filter fabric and mattresses. Installation of new shoreline stabilization materials where none previously existed may not extend more than 10 ft waterward of MHW (including the toe of the riprap). Riprap repair, and replacement may occur at its previous location, upland of, or within 1.5 ft (18 in) waterward of its previous location.
- A1.1.3. The Opinion does not cover removal of any length of seawall or other shoreline stabilization materials if such removal would result in an unstabilized shoreline.
- A1.1.4. The Opinion covers installation, repair, replacement, and removal of seawall footers.
- A1.1.5. This Opinion covers the removal/fill of upland cut boat ramps, slips, and basins to return the shoreline to the natural contour and/or to bring the shoreline into alignment with the adjacent property shorelines.

The following PDCs apply to all the activities described in PDC A1.1 above:

- A1.2.** Placement of backfill is limited to those situations where it is necessary to level the land behind seawalls or riprap. This includes backfill associated with installation of a seawall or riprap to remove/fill in an upland cut area (e.g., boat slip, boat ramp, boat basins) to return the shoreline to the original shape or to connect to adjacent seawalls to bring the shoreline into alignment with adjacent property shorelines.
- A1.3.** Shoreline stabilization materials must be placed by hand around red mangrove prop roots.
- A1.4.** Shoreline stabilization structures, other than vertical seawalls, shall be no steeper than a 2:1 Horizontal: Vertical slope for riprap, or the appropriate slope necessary to ensure shoreline stability while minimizing the total footprint when using materials other than riprap.

- A1.5.** Installation and/or repairs to groins, jetties, or other structures placed perpendicular to shore, and beach nourishment/renourishment are not covered in this Opinion. Breakwaters/living shorelines are covered as described in Activity 7.
- A1.6.** No placement of riprap below MHW is covered under this Opinion within the boundary of the FKNMS unless the FKNMS issues a NOAA permit or authorization that signifies the proposed activity is consistent with Title III of the Marine Protection, Research, and Sanctuaries Act of 1972, as amended. Proof of approval from the FKNMS is required as part of the project level review submission, described in Section 2.3, below
- A1.7.** Shoreline protection shall not occur on ocean beaches used for sea turtle nesting.

Additional PDCs for Activity 1 applicable if project occurs in Critical Habitat

- A1.8.** Smalltooth sawfish critical habitat: Installation of new shoreline stabilization materials in smalltooth sawfish critical habitat under this Opinion is limited to:
- A1.8.1. Placement of new shoreline stabilization materials (i.e. riprap, articulated concrete mats) in water depths deeper than -3 ft MLLW. No stabilization materials can be placed in waters between the MHWL and -3 ft MLLW.
 - A1.8.2. Installation of new or repair/replacement seawalls within 1.5 ft waterward of the existing seawall or MHW.
 - A1.8.3. Repair and replacement of shoreline stabilization materials (i.e., riprap, articulated concrete mats) within the same footprint of existing materials in depths between the MHWL and -3 ft MLLW. This means that these materials cannot result in the waterward extension or lateral expansion of materials beyond the previous footprint. Shoreline stabilization materials can be expanded in water depths deeper than -3 ft MLLW, as defined in PDC A1.1.3.
 - A1.8.4. Removal/filling of man-made upland cut areas (e.g., upland cut boat basins or boat ramps) to return the shoreline to its original contour are allowed, even if it removes the shallow, euryhaline essential feature.
 - A1.8.5. To be covered under this Opinion, activities cannot occur in areas identified as smalltooth sawfish limited exclusion zones, as defined in Section 2.1.1.1.
- A1.9.** Gulf sturgeon critical habitat: All new shoreline stabilization materials (e.g., riprap, articulating concrete mats) can only be placed between the shoreline and where the water reaches a depth of -6 ft MHW. Additional noise restrictions are required for pile and sheet pile installation in the Gulf sturgeon critical habitat migratory restriction zones defined in Section 2.1.1.2.
- A1.10.** *Acropora* critical habitat: To be covered under this Opinion, new or repair/replacement of shoreline protection cannot occur in *Acropora* critical habitat if the essential feature is present. Repair and replacement of shoreline protection within *Acropora* critical habitat is covered if it is within the existing footprint.
- A1.11.** Johnson's seagrass critical habitat: To be covered under this Opinion, installation of shoreline stabilization material (e.g., riprap and scour control materials, not vertical seawalls and footers) cannot occur if essential features are present. Repair and replacement of these materials (riprap and scour) is covered within the existing footprint. Vertical seawalls and footers can be installed, repaired, and replaced in Johnson's seagrass critical habitat even if the essential features are present, as long as the project is consistent with the applicable PDCs, including PDC A1.1.1 and A1.1.2 regarding overall length and waterward extension limit.
- A1.12.** U.S. Caribbean sea turtle critical habitat (hawksbill, leatherback, and the NA DPS of green sea turtle critical habitat): This Opinion does not apply to new structures in sea turtle critical habitat in the U.S. Caribbean. This Opinion does apply to repair and replacement of shoreline protection materials within U.S. Caribbean sea turtle critical habitat if the repair or replacement is within the existing footprint.

Project Design Criteria (PDCs) Specific to Activity 2 for Pile-Supported Structures and Anchored Buoys

A2.1. Activities covered by this Opinion include the installation, repair, replacement, and removal of structures as described below:

- A2.1.1. The pile-supported and anchored structures included in this Opinion are: docks and piers, boatlifts, mooring piles and dolphin piles associated with docks/piers; ATONs and PATONs; floating docks; pile-supported chickees (i.e., small, back-country, over-water, pile-supported, primitive camping shelters); boardwalks (as long as they are designed and clearly marked to prohibit fishing and vessel mooring); mooring fields and buoys; and other minor pile-supported structures. This does not include structures that support large commercial vessels including ferries, tankers, and cargo ships such as ferry terminals and large ports.
- A2.1.2. Pile-supported docks/piers for a single-family residential lot are limited to 4 slips for motorized vessels. Slips for non-motorized vessels (e.g., kayak, canoe, and paddleboard) and associated launching areas do not count toward the total slip number.
- A2.1.3. Pile-supported structures for marinas, multi-family facilities (e.g., condo complexes, trailer parks, subdivisions when the homeowners association owns and controls the in-water structures). Docks and piers for multi-family residential properties (e.g., condos, trailer parks, apartment complexes), and marinas are limited to a maximum of 50 total slips (i.e., combination of wet and dry slips for existing plus proposed slips).
- A2.1.4. Anchored buoys and temporary pile-supported structures associated with marine events. Upon completion of the event, these structures must be removed and, to the maximum extent practical, the site must be restored to pre-construction elevations. Water depths in the area of marine events must be deep enough to support at least 5 ft of water depth under the keel of a vessel and between the keel of a vessel and ESA-listed coral colonies when transiting to the mooring areas. There is no limit on the number of vessel slips allowed for temporary structures associated marine events such as boat shows.
- A2.1.5. Mooring fields are limited to a maximum of 50 motorized vessels (there is no limit on the number of non-motorized vessels).
- A2.1.6. All pile-supported structures constructed must comply with PDC 2.17 for *Docks or Other Minor Structures Constructed in Florida Under this Opinion* (see below).

The following PDCs apply to all the activities described in PDC A2.1 above:

A2.2. For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at:

(http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html). The signs required to be posted by area are stated below:

- A2.2.1. All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine

- mammal stranding networks and smalltooth sawfish encounter database.
- A2.2.2. Projects within the North Atlantic right whale educational sign zone (as defined in Section 2.1.1.4) shall post the Help Protect North Atlantic Right Whales sign.
 - A2.2.3. On the east coast of Florida, projects located within the St. John's River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.
 - A2.2.4. We are still developing the signs to be used in the U.S. Caribbean. Once developed, those signs will be included at the website above.

A2.3. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:

- A2.3.1. Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.
 - A2.3.2. Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.
- A2.4.** For any dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of North Atlantic right whale critical habitat (as measured in a radius from the center of the nearest inlet to open ocean and described in Section 2.1.1.4), the property owner will be provided a handout with their USACE permit describing the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales (Appendix C).
- A2.5.** ATONs and PATONs must be approved by and installed in accordance with the requirements of the USCG (see 33 CFR, chapter I, subchapter C, part 66 and RHA Section 10 and any other pertinent requirements).
- A2.6.** Chickees must be less than 500 ft² and support no more than 2 slips.
- A2.7.** No activities associated with municipal or commercial fishing piers are covered under this Opinion.
- A2.8.** Docks installed within visible distance of ocean beaches are required to comply with turtle-friendly lighting, if lighting is necessary to the project. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website:
<http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/>
- A2.9.** Project construction will take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited.

Additional PDCs for Activity 2 applicable in Critical Habitat

- A2.10.** *Acropora* critical habitat and the U.S. Caribbean: This Opinion does not cover new and expanded pile-supported structures in *Acropora* critical habitat where the essential features are present. The distance from ATONs to ESA-listed corals and *Acropora* critical habitat shall ensure there are no impacts to the corals or the essential feature of *Acropora* critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom.
- A2.11.** Gulf sturgeon critical habitat: Additional noise restrictions are required for pile and sheet pile installation in the Gulf sturgeon critical habitat migratory restriction zones defined in Section 2.1.1.2. The noise restrictions are described in that section.
- A2.12.** Smalltooth sawfish critical habitat: This Opinion does not cover activities occurring in areas identified as smalltooth sawfish limited exclusion zones defined in Section 2.1.1.1.
- A2.13.** North Atlantic right whale critical habitat: This Opinion does not cover installation of anchored ATONs and permanent buoys in North Atlantic right whale critical habitat; temporary buoys for marine events are allowed in North Atlantic right whale critical habitat.
- A2.14.** Johnson's seagrass critical habitat: This Opinion does not cover new marinas or multi-family facilities in Johnson's seagrass critical habitat. Repair, replacement, and reconfiguration of existing marinas or multi-family facilities may be covered if it (1) occurs within same overall footprint (out to the perimeter of the facility, including the outer limits of the structure and permitted mooring locations), (2) does not increase the total aerial extent (i.e., area of coverage from the dock structures) of the existing facility, and (3) does not affect Johnson's seagrass. Mooring fields are allowed in Johnson's seagrass critical habitat and within the range of Johnson's seagrass so long as they occur in waters deeper than -13 ft (-4 m).
- A2.15.** NWA DPS of loggerhead sea turtle critical habitat: ATONs (pile-supported and anchored buoys) are allowed in nearshore reproductive habitat of the NWA DPS of loggerhead sea turtles under this Opinion. No other pile-supported structures are allowed in nearshore reproductive habitat under this Opinion.
- A2.16.** U.S. Caribbean sea turtle critical habitat (hawksbill, leatherback, and the NA DPS of green sea turtle critical habitat): ATONs (pile-supported and anchored buoys) are allowed near sea turtle nesting beaches under this Opinion. No other pile-supported structures are allowed near sea turtle nesting beaches under this Opinion.

JaxBO, National Marine Fisheries Service

**Project Design Criteria (PDCs) specific to Activity 4 for Water-Management
Outfall Structures and Associated Endwalls**

A4.1. Activities covered by this Opinion include:

- 4.1.1 Installation, repair, replacement, extension, and removal of existing metal or concrete pipes, culverts, or other drainage conveyance structures that discharge storm water, surface water, or connect existing water bodies.
- 4.1.2 Installation of new outfall structures to connect 2 existing water bodies to improve water flow and quality or restore hydrology.
- 4.1.3 Installation of metal manatee grates. Grates are installed for manatee protection on all culverts that are between 8-in and 8-ft of diameter.

The following PDCs apply to all the activities described in PDC A4.1 above:

A4.2. This Opinion only covers water-management outfall structures when the effluent from the outfall is authorized, conditionally authorized, specifically exempted, or in compliance with the National Pollutant Discharge Elimination System Program (CWA section 402 or state water quality permit and any implementing regulations). The construction of intake structures is not covered unless it is directly associated with a USACE authorized outfall structure.

A4.3. All outfall discharge shall be designed and implemented to prevent erosion and scour.

Additional PDCs for Activity 4 applicable in Critical Habitat

- A4.4.** *Acropora* critical habitat, Johnson's seagrass critical habitat, and throughout the U.S. Caribbean (whether in critical habitat units or not): All outfall structures for stormwater- management systems, including replacements and repairs, in these areas must be designed as follows:
- A4.4.1. Structures that result in water discharge into nearshore waters must not be part of a combined-sewer system (sanitary and storm sewers that are connected).
 - A4.4.2. Meet current state and federal water quality standards.
 - A4.4.3. In addition to any requirements contained in state and federal water quality standards, outfall structures shall be designed to include a treatment structure that reduces water velocities, sedimentation, nutrients, and pollutants discharged from the outfall structure into marine waters to protect surrounding seagrasses or corals. These methods may include nutrient baffle structures, control structures with sediment forebays, filters, natural bio filters, velocity baffles at outfall, and low impact development such as infiltration basins, rain gardens, and trenches or vegetative swales. These requirements do not apply to installation of manatee grates on existing culverts or maintenance of the head wall or other shoreline stabilization activities associated with the outfall.
- A4.5.** Smalltooth sawfish critical habitat: This Opinion does not cover activities in areas identified as smalltooth sawfish limited exclusion zones, as defined in Section 2.1.1.1.
- A4.6.** Gulf sturgeon critical habitat: Additional noise restrictions are required for pile and sheet pile installation in the Gulf sturgeon critical habitat migratory restriction zones defined in Section 2.1.1.2.
- A4.7.** U.S. Caribbean sea turtle critical habitat (hawksbill, leatherback, and the NA DPS of green sea turtle critical habitat): This Opinion does not apply to water management outfall structures proposed in U.S. Caribbean sea turtle critical habitat.

Project Design Criteria (PDCs) Specific to Activity 7 for Aquatic Habitat Enhancement, Establishment, and Restoration Activities

A7.1. Only native plant species can be planted.

Additional Conditions for living shoreline and oyster habitat on unvegetated bottom in tidal waters:

A7.2. Oyster reef materials shall be placed and constructed in a manner that ensures that materials will remain stable and that prevents movement of materials to surrounding areas (e.g., oysters will be contained in bags or attached to mats and loose cultch must be surrounded by contained bagged oysters or another stabilizing feature).

A7.3. Oyster reef materials must be placed in designated locations only (i.e., the materials shall not be indiscriminately or randomly dumped or allowed to spread outside of the reef structure).

A7.4. Living shorelines can only be constructed in unvegetated, nearshore water along shorelines to create tidal marshes or mangrove habitat for the purpose of shoreline erosion control or aquatic habitat enhancement. Native plants can be placed along the shoreline or between the shoreline and the living shoreline structure.

A7.5. Living shoreline structures and permanent wave attenuation structures can only be constructed out of the following materials: oyster breakwaters (described above in the project description and A7.2), clean limestone boulders or stone (sometimes contained in metal baskets or cages to contain the material), small mangrove islands, biologs, coir, rock sills, and pre-fabricated structures made of concrete and rebar that are designed in a manner so that they do not trap sea turtles, smalltooth sawfish, or sturgeon. Reef balls or similar structures that are not open on the bottom, open-bottom structures with a top opening of at least 4 ft, and reef discs stacked on a pile are pre-fabricated structures are designed in a manner so that they do not trap sea turtles. Other materials may be used for living shorelines if pre-approved by NMFS to ensure that they are stable and not an entanglement risk to listed species. The approval process to use other materials is described in the Section 2.3 (Project-Specific Review).

A7.6. Both living shoreline and oyster reefs must have 5 ft gaps at least every 75 ft in length, as measured parallel to the shoreline and at the sea floor, to allow for tidal flushing and species movement.

Additional Conditions for the establishment or restoration of submerged aquatic vegetation:

A7.7. The placement of loose or bagged sediment suitable for the project site in blowholes/dredge holes or in prop scars, and berm redistribution or sod replacement in excavations, must be to an elevation level with or otherwise consistent with the adjacent area.

- A7.8.** This Opinion covers leveling submerged spoil piles or berms if necessary to level the restoration area to match the elevation of adjacent seagrass beds.
- A7.9.** Exclusion cages may be used around seagrass restoration areas if necessary to allow the seagrass beds to establish themselves to the point where they are sustainable after the cages are removed. Exclusion cages can only be used on a temporary basis, for a period not to exceed 4 months. Each exclusion cage must be securely fastened to the substrate so that it does not become detached. All cages must be constructed of firm, taut materials and cannot include any loose mesh, thin twistable wire, or rope that could twist or become entangled or present an entanglement risk to species.
- A7.10.** Seagrass transplantation and harvesting from the donor site may occur only by hand. Donor sites could include (i) upland seagrass farms, (ii) areas with seagrasses that would be impacted by another project, or (iii) existing seagrass beds, as long as the seagrass is removed in a manner that is not detrimental to the existing seagrass bed. Transplantation methods may include, but are not limited to, plugging devices, manual transplant, peat pellets, peat pots, and coconut fiber mats. No in-water machinery (e.g., marsh buggies, track hoe) may be used in harvesting or transplanting the seagrasses.
The selection of and harvesting from seagrass donor sites shall be coordinated with NMFS Habitat Conservation Division. This Opinion does not cover transplantation of the invasive seagrasses (e.g., *Halophila stipulacea*).
- A7.11.** In Florida, this Opinion covers installation of stakes to attract birds, if necessary or appropriate for the project. Bird stakes should not be used in areas where additional nutrients may be detrimental to the seagrass. Bird stakes are not authorized in the U.S. Caribbean.
- A7.12.** This Opinion covers installation of signage (supported on piles or anchored) if the signs are necessary to prevent motorized boats from entering the area and anchoring. Signs must be sized and placed in a manner that prevents the loss of native seagrasses from sign shading.

Additional conditions for the installation of artificial reefs from the placement of man-made materials:

- A7.13.** Artificial reef materials shall be clean and free from asphalt, creosote, petroleum, other hydrocarbons and toxic residues, loose free-floating material, or other deleterious substances.
- A7.14.** New reef sections are limited to 1 reef section measuring ¼- by ¼-nmi area (40 ac)

in size with a distance of 500 ft between each section. Offshore reefs shall maintain a minimum vertical clearance of twice the height of the structure from the top of the deployed material relative to the MLW at all times.

A7.15. Reauthorization of existing reefs is limited to the previously permitted size.

Approved materials defined in PDC A7.19 can be added to the existing reef area.

A7.16. No artificial reef materials shall be deployed until a benthic 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. The permittee shall maintain a deployment buffer of at least 200 ft from any submerged aquatic resources, including seagrasses, macroalgae, hard or soft coral (including coral reefs), sponges, oysters, or hard bottom when placed in areas of sand. If materials are off-loaded from a barge or placed in areas that may generate turbidity (e.g., areas with fines or muck), a 500 ft buffer is required.

A7.17. This Opinion does not cover the use of mid-water fish aggregation devices.

A7.18. All reefs must be cleaned annually to remove marine debris and derelict fishing line in areas safely accessible to recreational SCUBA divers. Cleanup efforts shall follow the PDCs for Activity 9, marine debris removal, and all pertinent general PDCs.

Additional conditions for reef materials:

A7.19. Individual reef units or modules must weigh at least 500 pounds. 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. Only the following reef materials may be used under this Opinion:

A7.19.1. Prefabricated artificial reef modules composed of ferrous and/or aluminum- alloy metals, concrete, rock, or a combination of these materials.

A7.19.2. Natural rock boulders and pre-cast concrete material, such as culverts, stormwater junction boxes, power poles, railroad ties, jersey barriers, or other similar concrete material.

A7.19.3. Clean steel and concrete bridge or large building demolition materials such as slabs or piles with all steel reinforcement rods cut at the base of the concrete so no rebar or metal protrudes from the concrete.

A7.20. Reef structures, materials, and installation methods shall be designed and deployed to prevent entanglement and entrapment of listed species. Open-bottom pre-fabricated reef modules may not be used unless the module also has a top opening sufficiently large to allow a turtle to escape. Approved open-bottom modules include:

A7.20.1. Three-sided modules where each side of the top opening is at least 36-in in length along its edge.

A7.20.2. Four or more sided modules where each side of the top opening is at least 40-in in length along its edge.

A7.20.3. Modules with a round opening with a diameter of at least 40-in (oval openings are not allowed unless a 40-in diameter circle space can fit within the oval).

A7.20.4. Modules that are approved by the FWS Artificial Reef Program as being turtle friendly. FWS is currently working on developing this list.

No open-bottom modules are allowed that include additional modules, discs, or other materials stacked or placed on or immediately adjacent to the top opening, as they may prevent turtles from easily escaping.

A7.21. This Opinion does not cover projects that use explosives to deploy reef material.

A7.22. If pile placement is required in the construction of a reef, such placement must comply with the PDCs for Activity 2, pile-supported structures, and all applicable general PDCs.

Fill to restore natural contours or improve water quality:

A7.23. Fill of scars or ruts caused by vessel groundings or similar activities must match the surrounding natural elevation.

A7.24. This Opinion covers fill of deep holes or canal bottoms that are determined to be hypoxic (i.e., that have critically low dissolved oxygen levels).

Additional PDCs Specific to Activity 7 if in Critical Habitat

- A7.25.** Smalltooth sawfish critical habitat: Oyster reefs, living shorelines, and artificial reefs cannot be placed in waters containing the shallow, euryhaline essential feature. Fill to restore natural contours or improve water quality and seagrass restoration can occur in waters containing the shallow, euryhaline essential feature, as long as the activity meets the PDCs for Activity 7 and all pertinent general PDCs. No aquatic habitat enhancement, establishment, or restoration activities are allowed in areas identified as smalltooth sawfish limited exclusion zones (Section 2.1.1.1).
- A7.26.** Gulf sturgeon critical habitat: Oyster reefs, living shorelines, and seagrass restoration in Gulf sturgeon critical habitat are restricted to areas that are in water depths shallower than -6 ft (-2 m) MHW (i.e., between the shoreline and -6 ft deep). Artificial reef structures cannot be placed in Gulf sturgeon critical habitat. Fill to restore natural contours or improve water quality can occur in Gulf sturgeon critical habitat, regardless of project depth. Living shorelines, oyster reefs, and artificial reefs cannot be placed in Gulf sturgeon critical habitat migratory restriction zones, defined in Section 2.1.1.2.
- A7.27.** North Atlantic right whale critical habitat: All artificial reefs must meet specifications below. Oyster reefs, living shorelines, seagrass restoration, and fill to restore natural contours or improve water quality can occur in North Atlantic right whale critical habitat, as long as those activities meet the PDCs for Activity 7 and any pertinent general PDCs, as described above.
- A7.27.1. No artificial reefs can be placed in water shallower than 30 ft deep
- A7.27.2. The maximum reef height off the sea floor is 20 ft
- A7.27.3. The maximum footprint of new reefs shall be 1 nmi². If a new reef is added to an existing artificial reef, the total footprint of the combined reefs must not exceed 1 nmi².
- A7.27.4. Density of newly permitted reefs shall not exceed 2 reefs (old or new) per 10 nmi²

A7.27.5. All effort should be made to avoid placing reef material during North Atlantic right whale calving season (November 15 through April 15). If reef material has to be placed during North Atlantic right whale calving season, then the following additional measures are required:

- The maximum speed for all vessels involved in placing the reef material is 10 knots.
- Deployments cannot be conducted at any time when lighting or weather or sea conditions (e.g., darkness, rain, fog, sea state) prevent visual monitoring of the project area.
- Deployment activities will not commence until the protected species observer reports that no marine mammals or sea turtles have been sighted for at least 60 minutes.
- Deployment activities will cease immediately if sea turtles or marine mammals are sighted within the project area.
- Deployment activities will not recommence until the protected species observer reports that no marine mammals or sea turtles have been sighted for at least 60 minutes.

A7.28. *Acropora* critical habitat: This Opinion does not cover any aquatic habitat enhancement, establishment, or restoration activities in *Acropora* critical habitat where the essential feature is present.

A7.29. Johnson's seagrass critical habitat: Living shorelines, oyster reefs, and artificial reefs cannot be placed in waters shallower than -13 ft MHW within the geographic boundaries of Johnson's seagrass critical habitat. Seagrass restoration and fill to restore natural contours or improve water quality can occur in Johnson's seagrass critical habitat regardless of depth, as long as those activities meet the PDCs for Activity 7 and any pertinent general PDCs, as described above.

A7.30. Loggerhead critical habitat: Living shorelines, oyster reefs, and artificial reefs cannot be placed in nearshore reproductive habitat of loggerhead critical habitat. Seagrass restoration and fill to restore natural contours or improve water quality can occur in nearshore reproductive habitat of loggerhead critical habitat, as long as those activities meet the PDCs for Activity 7 and any pertinent general PDCs, as described above.

A7.31. U.S. Caribbean Sea Turtle Critical Habitat (NA DPS of green, Hawksbill, and Leatherback Sea Turtle Critical Habitat): No aquatic enhancement activities (living shorelines, oyster reefs, artificial reefs, seagrass restoration, and fill to restore natural contours or improve water quality) can occur within sea turtle critical habitat in the U.S. Caribbean.

Project Design Criteria (PDCs) for In-Water Noise from Pile and Sheet Pile Installation

Open Water

The letters A-E in the tables below specify the PDC category. Activities labeled A-D must follow the corresponding PDCs for labeled Category A-D below. Activities labeled E are excluded from this Opinion, as stated in Category E below.

	Trench and	Pilot hole (auger or	Jetting	Vibratory	Impact hammer
Wood piles 14-inch (in) diameter or less when installed via impact hammer and 36-in or less for all other installation methods	A	A	A	A	B
Concrete pile 24-in diameter/width or less in open	A	A	A	A	B
Metal pipe pile 36-in diameter or less	A	A	A	A	E
2 metal boatlift I-beams	A	A	A	A	B
Concrete slab wall- any size	A	A	A	A	B
Vinyl sheet pile- any size	A	A	A	A	B
Metal sheet pile- any size	A	A	A	A	E

Confined Space

In Florida, we consider the confined space to be any area that has a solid object (e.g., shorelines or seawalls) within 150 ft of the pile installation site and in the U.S. Caribbean we consider confined space to be any area that has a solid object within 260 ft of the pile installation site.

	Trench and	Pilot hole (auger or	Jetting	Vibratory	Impact hammer
Wood pile 14-in diameter or less when installed via impact hammer and 36-in or less for all other installation methods	A	A	A	A	B
Concrete pile 24-in diameter/width or less (5 piles	A	A	A	A	C
Concrete pile 24-in diameter/width or less (6-10	A	A	A	A	D
Metal pipe pile 36-in diameter or less	A	A	A	A	E
2 metal boatlift I-beams	A	A	A	A	B
Vinyl sheet pile – any size	A	A	A	A	B
Concrete slab wall- any size (5 slabs or less	A	A	A	A	C
Concrete slab wall- any size (6-10 slabs installed/day)	A	A	A	A	D
Metal sheet pile- any size	A	A	A	A	E

- A. The Projects identified as A above must comply with PDCs identified for all projects in this Opinion. Specific PDCs related to noise include:**
1. All work must occur during daylight hours only (PDC AP.6).
 2. All construction personnel are responsible for observing water-related activities to detect the presence of these species and avoid them (PDC AP.7).
- B. The projects identified as B above must follow all of the conditions under A, above, **AND** also must limit the maximum number of piles installed per day to no more than 10 piles per day.**
- C. The projects identified as C above must follow all of the conditions under A, above, **AND** also must limit the maximum number of piles installed per day to no more than 5 piles per day.**
- D. The projects identified as D above must follow all of the conditions under A and B, above, **AND** also must abide by one of the noise abatement measures below, as chosen by the applicant:**
1. Bubble curtain: The bubble curtain design must adhere to the guidelines for unconfined and confined bubble curtains described in Appendix B.
 2. Temporary noise attenuation pile (TNAP) also known as a pile isolation casing: The TNAP design must be constructed of a double-walled tubular casing (a casing within a larger casing), with at least a 5-in-wide area between the casings that is dewatered to create a hollow space or 5-in wide area between the casings completely filled with closed-cell foam or other noise dampening material between the walls. The TNAP must be long enough to be seated firmly on the sea bottom, fit over the pile being driven, and extend at least 3 ft above the surface of the water.
 3. The use of any other alternative noise control method must receive prior approval by NMFS and the USACE, as described in Section 2.3.
- E. The projects identified as E are not covered under this Opinion.**



FLORIDA DEPARTMENT OF Environmental Protection

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Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

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Soundside Basin

Authorized Agent:

Michael Dombrowski
543 Harbor Blvd, Ste 204
Destin, Florida 32541
md@mrd-associates.com

Environmental Resource Permit State-owned Submerged Lands Authorization – Granted

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

Okaloosa County
Permit No.: 0383121-001-EI/46

Permit Issuance Date: August 24, 2020
Permit Construction Phase Expiration Date: August 24, 2025

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Okaloosa County BOCC
Permit No: 0383121-001-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located on the north side of Santa Rosa Blvd, Fort Walton Beach, Florida 32548, Parcel ID 00-2S-24-2185-02ND-ROAD, in Section 24, Township 02 South, Range 24 West in Okaloosa County, at 30°23'53.92" North Latitude, 86°36'26.35" West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to renovate an existing man-made basin for recreational use adjacent to Santa Rosa Sound, a Class III Outstanding Florida Waterbody, Prohibited Shellfish Harvesting Area. Those activities include replacing the eastern dock with a new 1,189 square foot marginal dock, replacing 265 feet of bulkhead along the east and south sides and planting native vegetation behind the eastern bulkhead, replacing the western dock and bulkhead with a living shoreline consisting of 5,050 square feet of native vegetation and oyster bag breakwaters with 5 foot spacing, replacing the wave attenuators, and adding riprap to the outer shorelines of each new attenuator. A 216 square foot floating kayak and canoe launch, 36 square foot fixed dock, and 16-foot long gangway will be constructed on the southern side of the basin. A sandy boat ramp will be created adjacent to the dock. A 18,409 square foot parking lot and roadway, 3,840 square feet of sidewalks, curbs, and gutters, and a stormwater management system will be constructed on the uplands. The activities comprise approximately 230 square feet of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Soundside Basin

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described 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.

Federal Authorization

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 U.S. Army Corps of Engineers (Corps). You must apply separately to the Corps using the federal application form (ENG 4345). More information about Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook. **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.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida’s Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT / SOVEREIGNTY SUBMERGED LANDS CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The Special Consent Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

1. The permittee shall be responsible for keeping records documenting that relevant permit conditions are met. This documentation shall include, at a minimum, the date of each inspection, the name and qualifications of the inspector, any maintenance actions taken, and a determination by the inspector as to whether the system is operating as intended. Inspection documentation must be readily available and shall be provided at the Department's request. Submittal of the inspection documentation to the Department is not required.
2. Within 30 day of any failure of a stormwater management system or deviation from the permit, a report shall be submitted to the Department on Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure or deviation. This report shall be signed and sealed by a registered professional.
3. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.
4. The mailing address for submittal of forms for the "Construction Commencement Notice", "As-Built Certification ...", "Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase", or other correspondence is FDEP, SLERP, 160 W Government Street, Suite 308, Pensacola, Florida 32502.
5. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit, unless an application for extension is received and approved pursuant to Rule 62-330.320, F.A.C. If construction of the stormwater management system authorized by this environmental resource permit has not been completed and continued use of the system formally transferred to the operating phase before the expiration date of the permit, or an authorized extension, then at least 60 days before such expiration date, the permittee shall apply for another individual stormwater permit, using the forms and accompanied by the fee required by rules in effect at that time.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

6. The Permittee shall instruct all personnel associated with the project about the presence of manatees, and the need to avoid collisions with (and injury to) this protected marine species. The Permittee shall be responsible for harm to these resources and shall require their contractors to advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Endangered Species Act, the Marine Mammal Protection Act, and the Florida Manatee Sanctuary Act.

7. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU's above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.

8. Best management practices for erosion control shall be implemented prior to construction commencement and shall be maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, staged construction and the installation of turbidity screens around the immediate project site.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

9. This permit does not authorize the construction of additional structures not illustrated on the permit drawings. Examples of additional structures, which are not authorized by this permit include but are not limited to: walkways, doors, awnings, and decking around or under the bottom of the pile supported structures. Storage of equipment, pesticides, herbicides, construction material, trash receptacles, or part of a septic tank system beneath the pile-supported structure is prohibited.

10. All wetland areas or water bodies which are adjacent to the specific limits of construction authorized by this permit shall be protected from erosion, sedimentation, siltation, scouring, excess turbidity or dewatering.

11. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.

12. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

13. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

14. Any damage to wetlands outside of the authorized impact areas as a result of construction shall be immediately reported to the Department at (850)595-8300 and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size, and density as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30-day period.

15. The following measures shall be taken immediately by the permittee when turbidity levels within waters of the State surrounding the project site exceed 29 NTUs above background:

- a. Immediately cease work contributing to the water quality violation.

- b. Stabilize exposed soils contributing to the violation. Modify the work procedures responsible for the violation, install additional turbidity containment devices and repair non-functioning turbidity containment devices.
- c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected

16. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth to preclude bottom scouring and prop dredging.

17. All CCA-treated pilings associated with the permitted activity shall be wrapped with impermeable plastic or PVC sleeves with a minimum of 30 mil thickness. The sleeves shall be installed concurrently with the installation of the pilings, shall extend from at least 6 inches below the level of the substrate to at least 2 feet above the mean high water line. Pilings which have to be replaced during the life of the facility shall meet the requirements of this condition.

18. The bulkhead shall be fully constructed, prior to the placement of backfill material.

19. Dredging within waters of the State for the purpose of providing backfill is prohibited.

20. All material used as fill for the living shoreline, fill for the sandy boat ramp, and backfill for construction of the of the bulkhead shall be clean material and shall not be contaminated with vegetation, garbage, trash, tires, hazardous, toxic waste or other materials that are not suitable construction within waters of the State as so determined by the department.

21. "Riprap" shall consist of unconsolidated boulders, rocks, or clean concrete rubble with no exposed reinforcing rods or similar protrusions. The riprap shall be free of sediment, debris and toxins or otherwise deleterious substances. Riprap shall have a diameter of at least 12 inches to 3 feet.

22. The slope of the riprap shall be no steeper than 2:1 (Horizontal/Vertical) and the distance the riprap extends waterward from the top of slope shall be no more than seven (7) feet.

23. Oyster reef breakwaters shall be composed predominantly of natural oyster shell cultch (clean and fossilized oyster shell) or other stable, non-degradable materials such as oyster reef, reef balls, unconsolidated boulders, clean concrete or limestone rubble, rip rap, rock sills, or triangular concrete forms. Oyster shell cultch, if used, shall be enclosed in mesh bags having openings of no more than 3 inches, or securely fixed to matting prior to placement in the water. Oyster bags and mats must be anchored to prevent movement of shell from the project area.

24. Breakwaters shall be placed in a manner to not substantially impede the tidal flow of water or create entrapments.

25. The breakwaters shall not be placed over seagrasses or emergent vegetation.

26. The breakwaters shall not be placed where or in a manner in which they present a hazard to navigation or public safety.

27. Planting shall occur between the oyster reef breakwaters and the wetland extent of the project area consisting primarily of *Spartina patens* (Marsh-Hay Cord Grass) and *Spartina alterniflora* (saltmarsh cord grass) supplemented with other appropriate native wetland vegetation that is matched to tidal hydrology and salinity.

SPECIFIC CONDITIONS – MANATEE

28. The Standard Manatee Construction Conditions for In-water Work (2011) must be followed for all in-water activity.

29. The Permittee shall install one (1) permanent manatee educational sign, the “Caution Boaters” sign, at the entrance to the kayak launch, facing land. This sign shall be maintained for the life of the facility and installed no later than 30 days after construction commencement. Signs shall be replaced by the Permittee in accordance with FWC guidance is outdated, damaged, or faded. Information on how to obtain this sign can be found at FWC’s website: <http://www.myfwc.com/wildlifehabitats/managed/manatee/education-for-marinas/> and questions regarding this requirement can be sent to ImperiledSpecies@myFWC.com.

30. To reduce the risk of entrapment and drowning of manatees, manatee exclusion devices (such as grating) shall be installed and maintained over any existing or proposed pipes or culverts greater than 8 inches, but smaller than 8 feet in diameter that are submerged or partially submerged and reasonably accessible to manatees. If horizontal or vertical bars are used, no more than 8-inch gaps on center shall be allowed. Grates shall be in place at the accessible end(s) during all phases of the construction process and as a final design element to restrict manatee access.

SPECIFIC CONDITIONS – OTHER LISTED SPECIES

31. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

32. Temporary mooring shall be allowed at the facility. Overnight mooring is strictly prohibited.

33. There shall be no boat repair facilities on any structure that is over the water. No overboard discharges of trash, human or animal waste, or fuel shall occur at the docks.

34. All structures authorized by this permit shall remain in operable condition and shall not be allowed to deteriorate or otherwise contribute to a water quality violation for the life of the facility.

35. The Stormwater Operation and Maintenance Plan, as approved and enclosed with this permit, shall be implemented.

36. The stormwater management systems shall be inspected by a registered professional to evaluate whether the system is functioning as designed and permitted. Percolation performance should specifically be addressed. The registered professional may record his inspection on Form No. 62-330.311(1), Operation and Maintenance Inspection Certification or may provide his evaluation in any other format; however, any report must be signed and sealed by the registered professional. Submittal of the inspection report to the Department is not required; but the report shall be made available to the Department upon request. Inspections shall be made by the registered professional in accordance with this schedule:

For Dry Retention:

- a. On the first anniversary of the date of conversion to Operation and Maintenance Phase.
- b. Every fifth year on the anniversary of conversion to Operation and Maintenance Phase, after the first year of successful operation.

37. Percolation performance shall be evaluated within the pond at least every third year. If there is evidence of inadequate percolation, the pond bottom must be re-scarified or deep-raked to restore percolation characteristics. If reworking the pond bottom fails to restore adequate percolation, additional retention area restoration shall be performed as follows:

- a. Remove the top layer of the retention area bottom material to a depth of 2 to 3 inches and scarify or deep-rake the excavated bottom.
- b. Replace excavated bottom material with suitably permeable material and restore the pond bottom to design grade.

38. Inspections by the Permittee:

- a. The stormwater system shall be inspected periodically for accumulation of debris and trash. Accumulations of debris and trash that negatively affect the function of the system shall be removed upon discovery.
- b. The stormwater system shall be inspected periodically for silt accumulation. Accumulations of silt that negatively affect the function of the system shall be removed.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. 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 installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be 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), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

- a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
- b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
- b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
- b. Convey to the permittee or create in the permittee any interest in real property;
- c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
- d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

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

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered

binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

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 SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions, which are binding upon the applicant and are enforceable under Chapter 253, F.S.

1. Sovereignty submerged lands may be used 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 will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will 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.
6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.
9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.
10. 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.
11. 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.

12. 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.

13. 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.

14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

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 to 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 will not apply to persons who have not received written notice of this action.

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.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Whitney Bretana at the letterhead address, at (850)595-0658, or at Whitney.Bretana@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Kimberly R. Allen
Permitting Program Administrator

KRA:wb

Attachments:

Standard Manatee Construction Conditions 2011, 2 pages
Project Drawings and Design Specs., 40 pages
Operation & Maintenance Plan, 2 pages

Copies of 62-330 forms may be obtained at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>

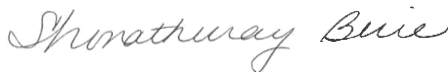
CERTIFICATE OF SERVICE

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:

Kimberly R. Allen, DEP, Kim.Allen@FloridaDEP.gov
Wade Dandridge, DEP, Wade.Dandridge@FloridaDEP.gov
Blake Chapman, DEP Stormwater Engineer, Blake.A.Chapman@FloridaDEP.gov
Zach Schang, DEP, Zachary.Schang@FloridaDEP.gov
FWC, Imperiled Species Management Section, ImperiledSpecies@myFWC.com
Colton Manning, cm@mrd-associates.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

August 24, 2020
Date

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
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



**Permit Sketches
and
General Notes**

***Okaloosa Island -
Soundside Access No. 2***

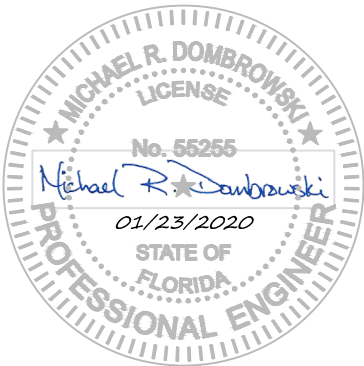
Section 00, Township 02 S, Range 24 W
Okaloosa County, Florida
30.397° N, 86.607° W

APPLICANT NAME AND ADDRESS

Okaloosa County Board of County Commissioners
c/o Scott Bitterman, P.E., County Engineer
1250 N. Eglin Parkway
Shalimar, Florida 32579

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	..... Cover Sheet and Index of Sheets
2	..... Project Location
3	..... Existing Conditions and Demolition Plan
4	..... Proposed Site Plan
5	..... Stormwater Management Section Views
6	..... Proposed Basin Plan
7	..... Existing and Proposed Plan
8	..... Proposed Dimension Plan
9	..... Proposed Section Views (1 of 3)
10	..... Proposed Section Views (2 of 3)
11	..... Proposed Section Views (3 of 3)
12	..... Proposed Floating Kayak Launch Plan
13	..... ADA Floating Kayak Launch Section View
14	..... East Wave Attenuator Plan
15	..... East Wave Attenuator Section Views
16	..... West Wave Attenuator Plan
17	..... West Wave Attenuator Section Views
18 Stormwater Outfall Plan and Details
19 Typical Section Details
20 Drainage Basin
21 General Notes



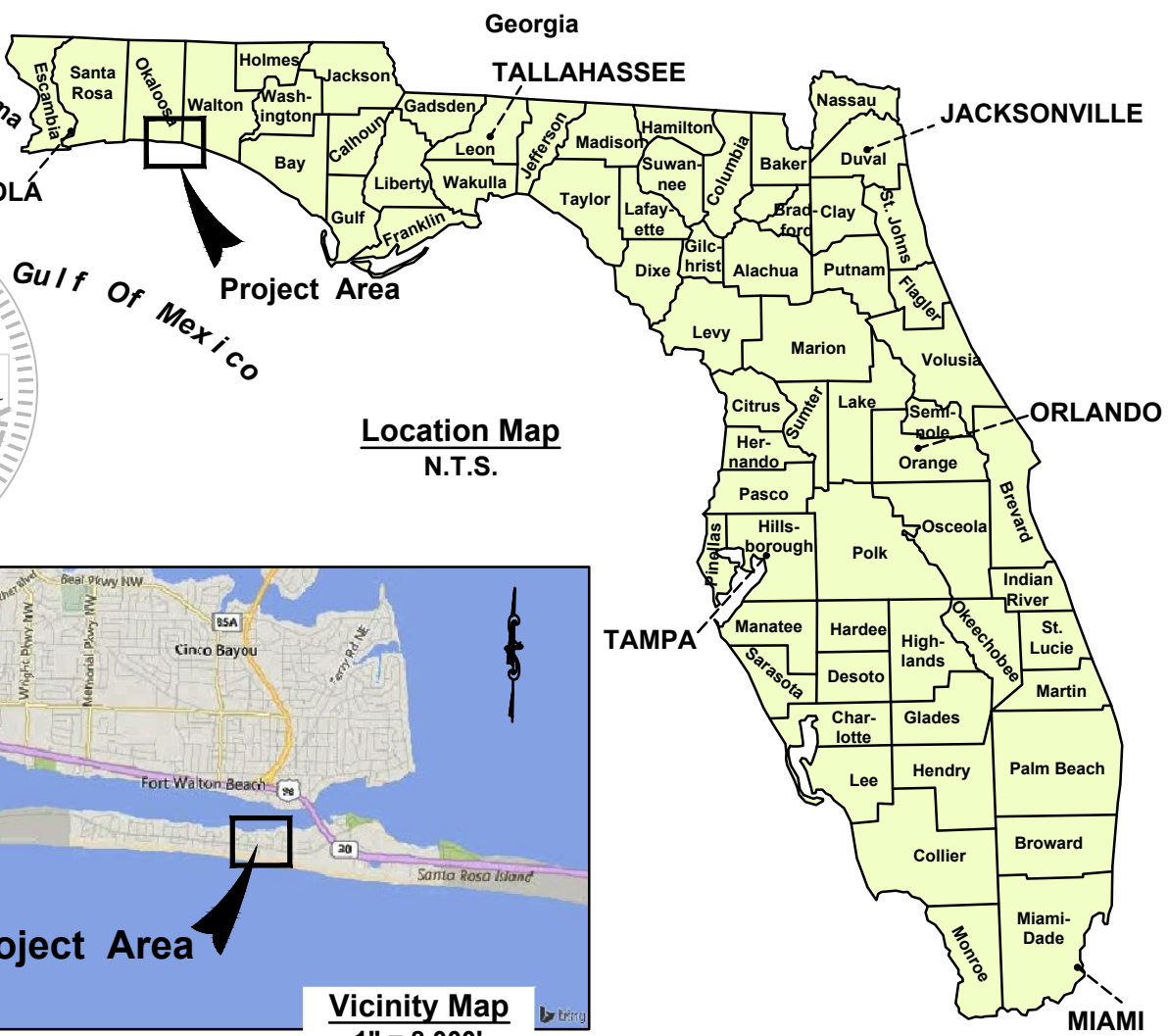
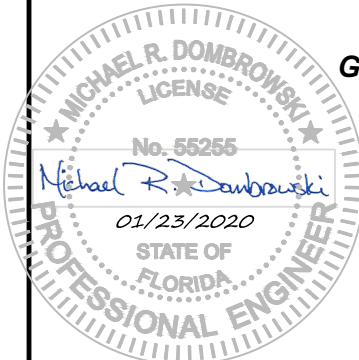
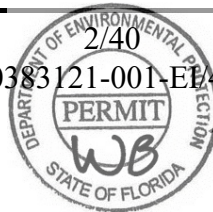
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Destin, Florida 32541
Certification of Authorization Number 9482
850.654.1555 (voice) • 850.654.0550 (fax)
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COVER SHEET AND INDEX OF SHEETS
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E. Florida P.E. Number 55255	
Date: November 1, 2019	
Sheet Rev Date: January 23, 2020	
PROJECT NUMBER 17-441.4	SHEET NUMBER 1

0383121-001-ET/46
2/40



Location Map
N.T.S.



Vicinity Map
1" = 8,000'



Street Map
1" = 500'

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PROJECT LOCATION
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

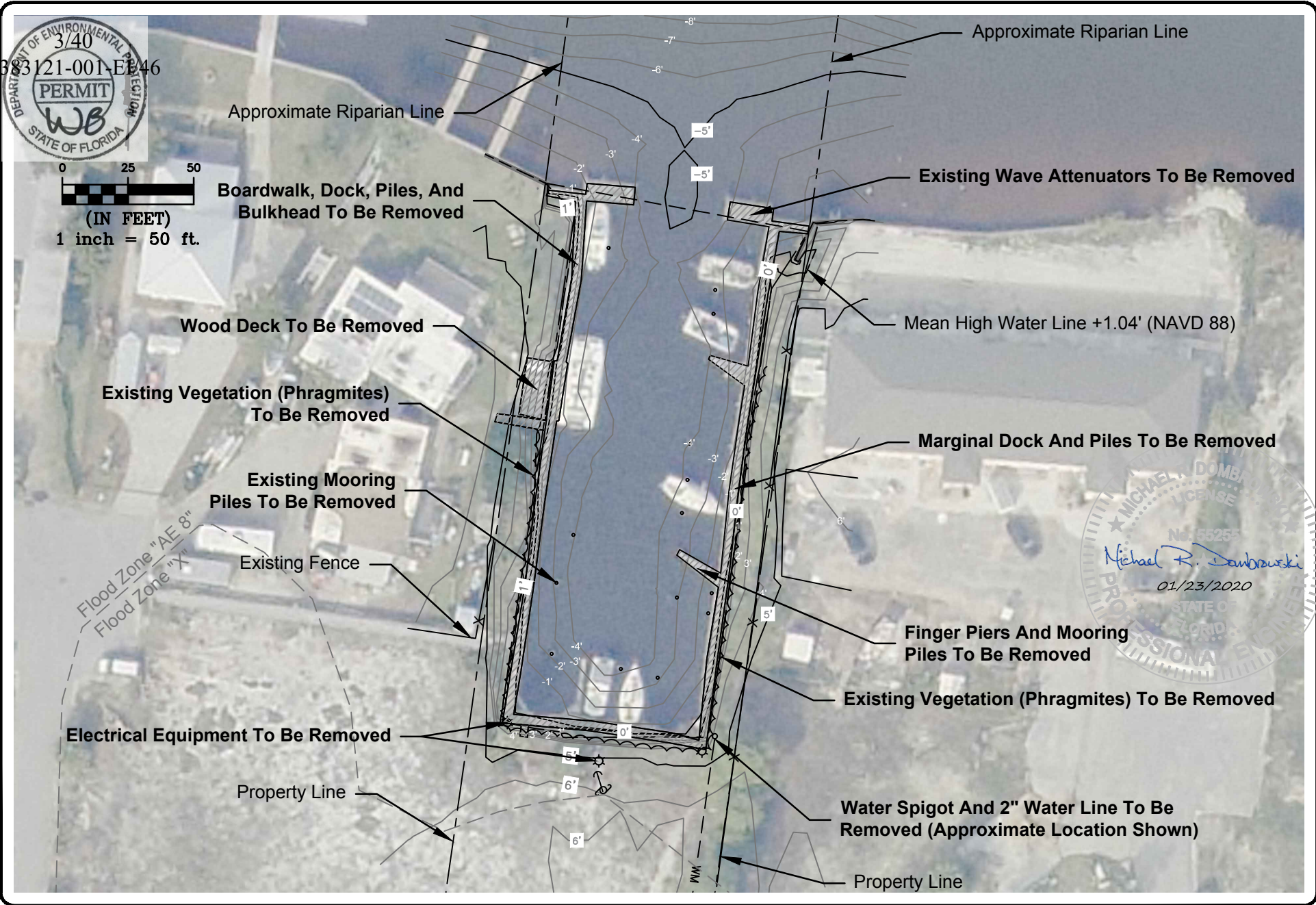
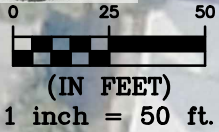
Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: November 1, 2019
Sheet Rev Date: January 23, 2020

PROJECT NUMBER	SHEET NUMBER
17-441.4	2



0803121-001-EE46




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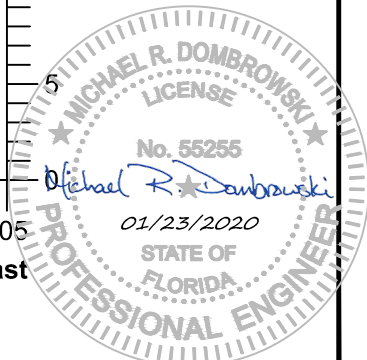
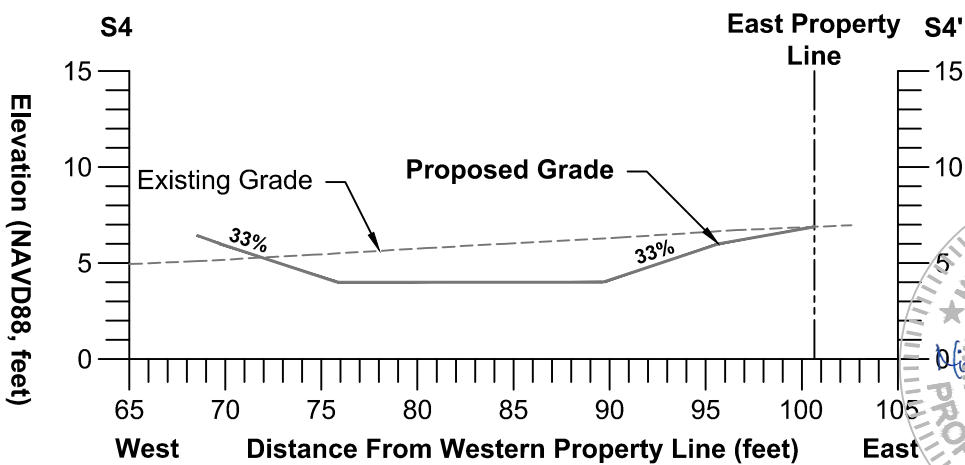
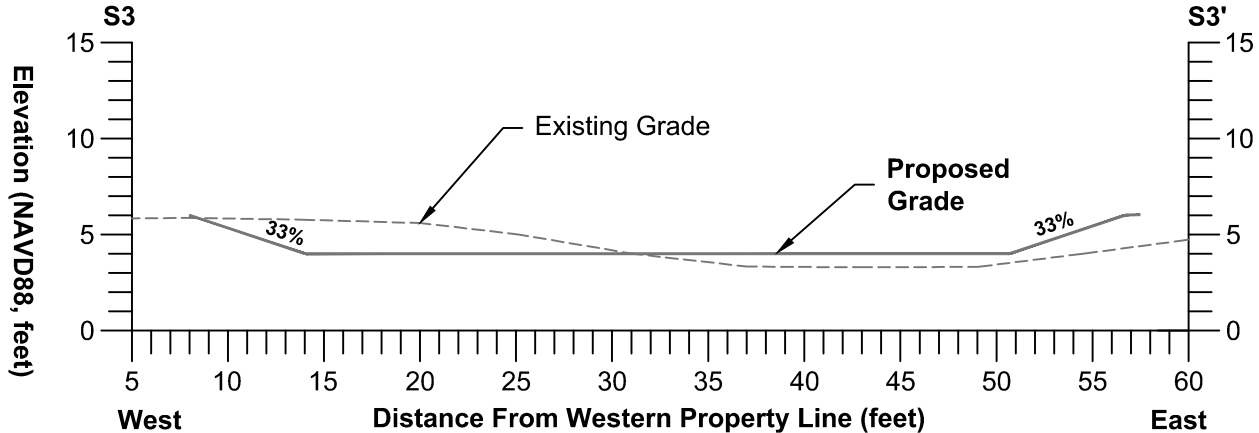
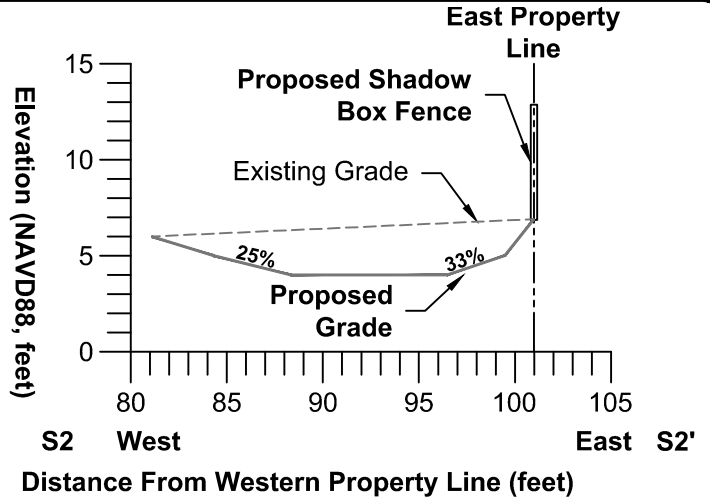
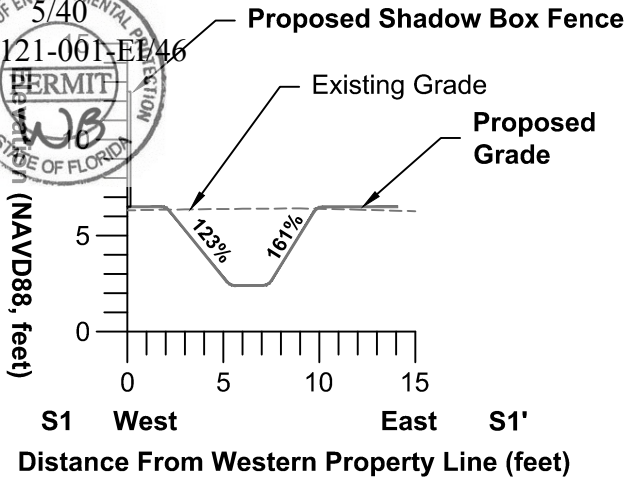
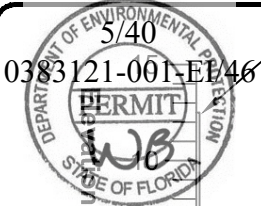
EXISTING CONDITIONS AND DEMOLITION PLAN
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: November 1, 2019
Sheet Rev Date: January 23, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 3
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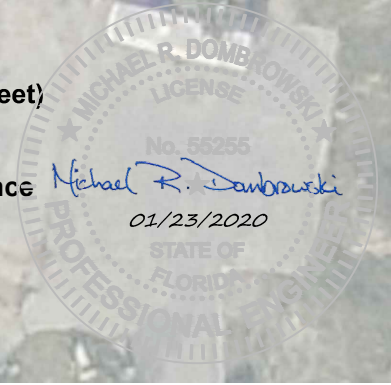
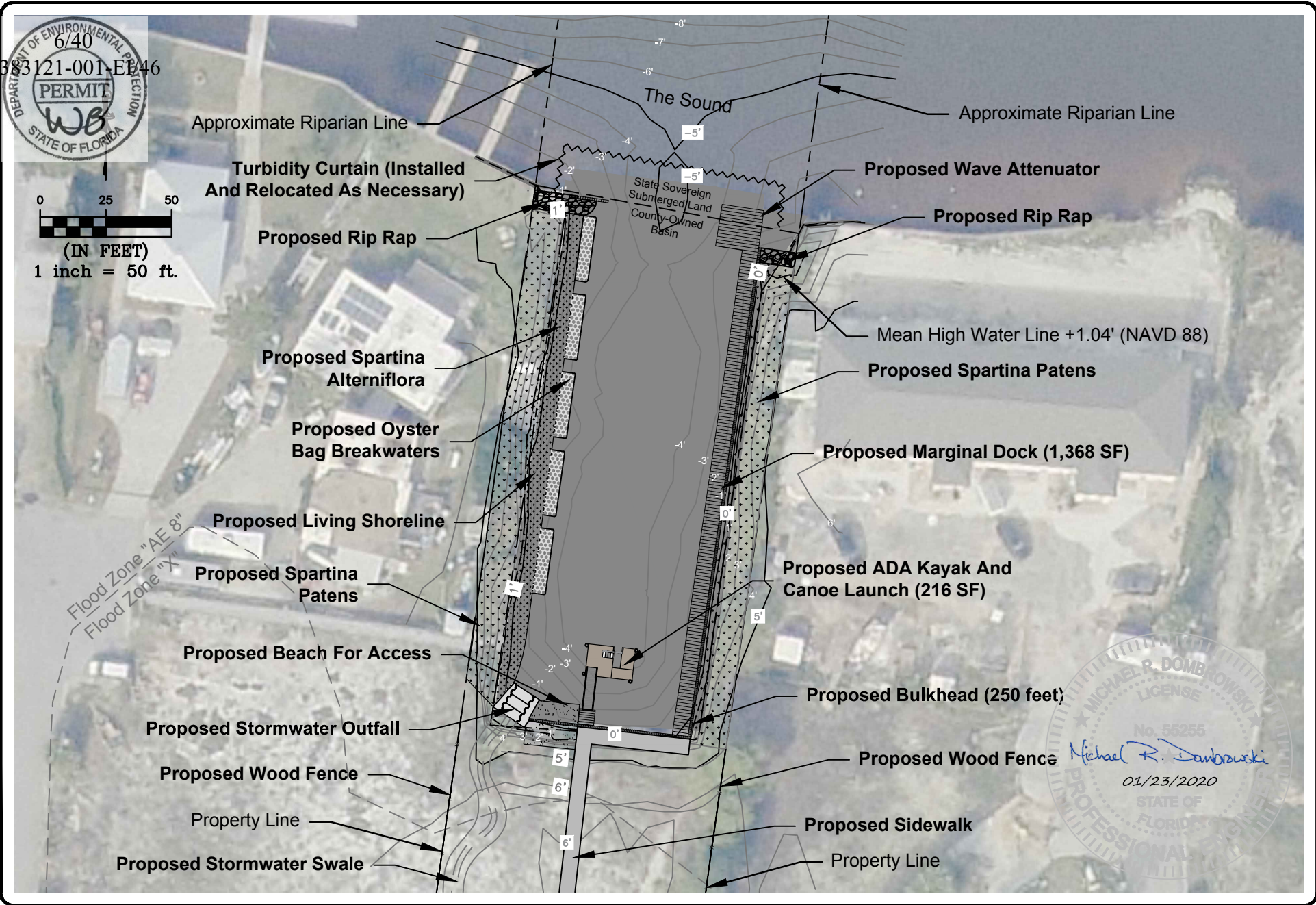
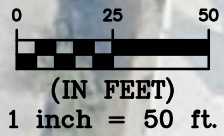
STORMWATER MANAGEMENT SECTION VIEWS
 Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
 Florida P.E. Number 55255

Date: January 23, 2020
 Sheet Rev Date:

PROJECT NUMBER 17-441.4	SHEET NUMBER 5
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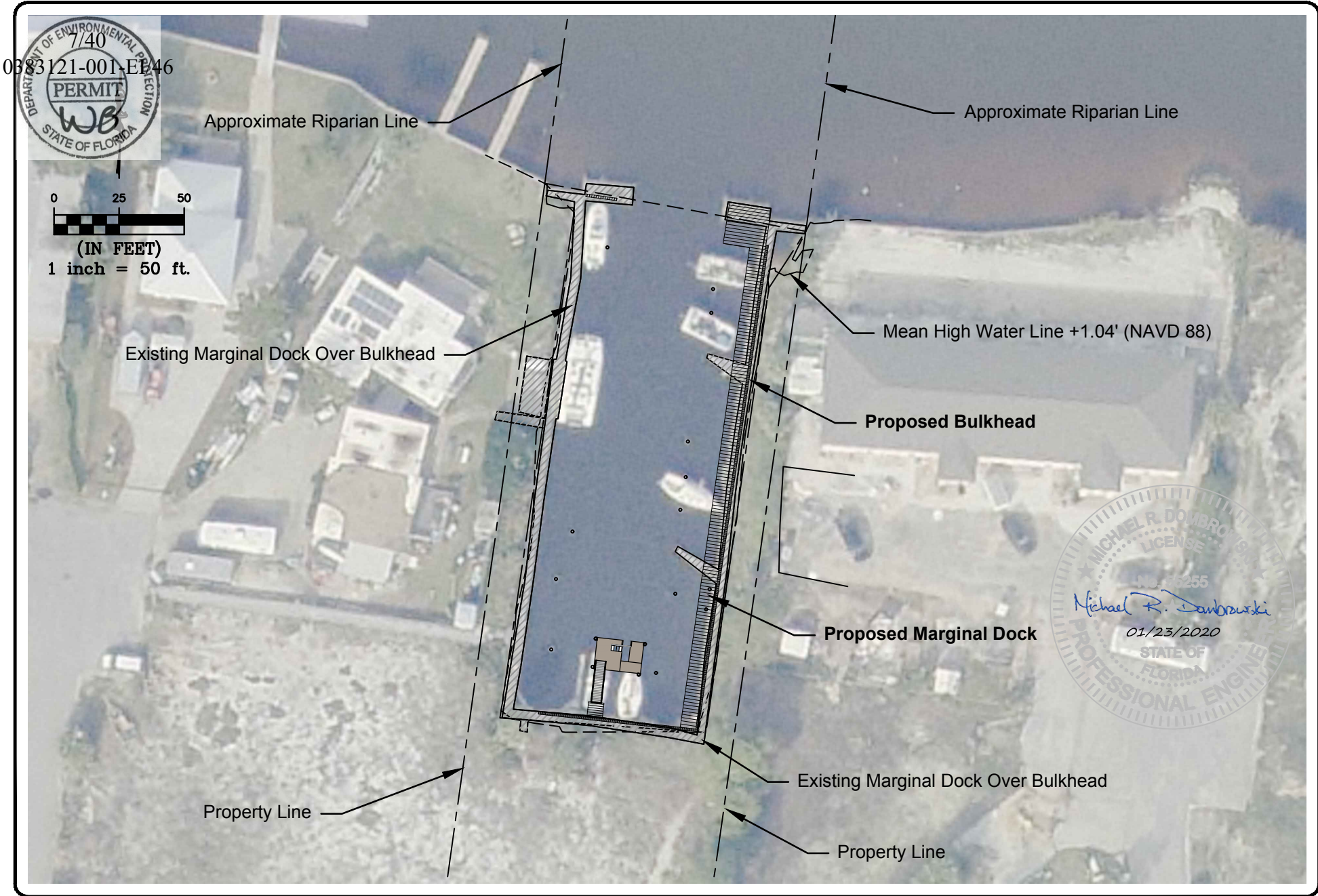
PROPOSED BASIN PLAN
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
 Florida P.E. Number 55255

Date: November 1, 2019
 Sheet Rev Date: January 23, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 6
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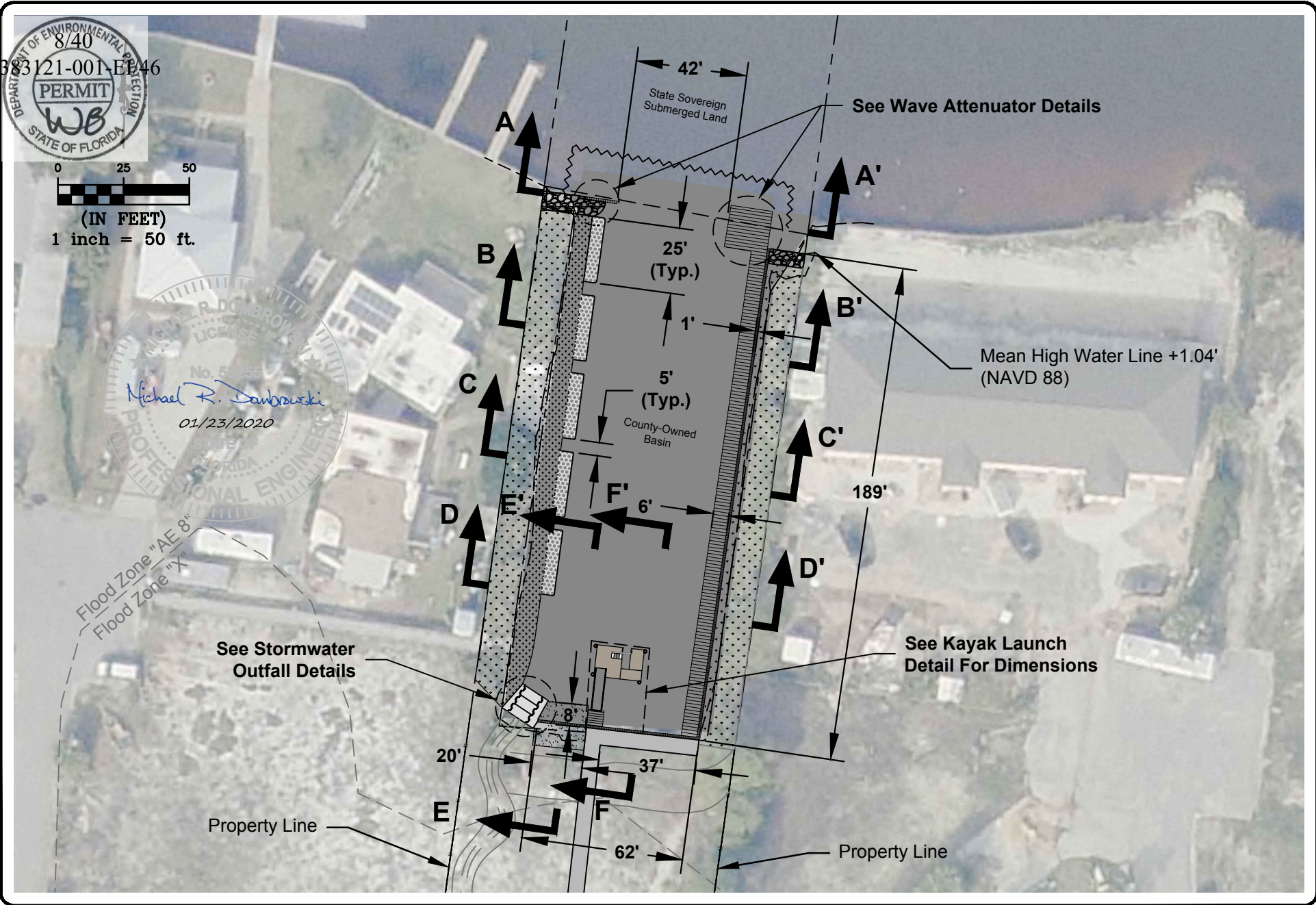
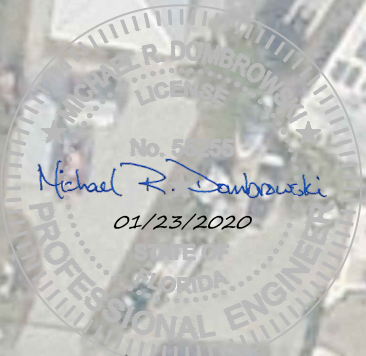
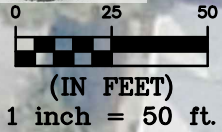
EXISTING AND PROPOSED DOCKS AND BULKHEADS
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: January 23, 2020
Sheet Rev Date: January 23, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 7
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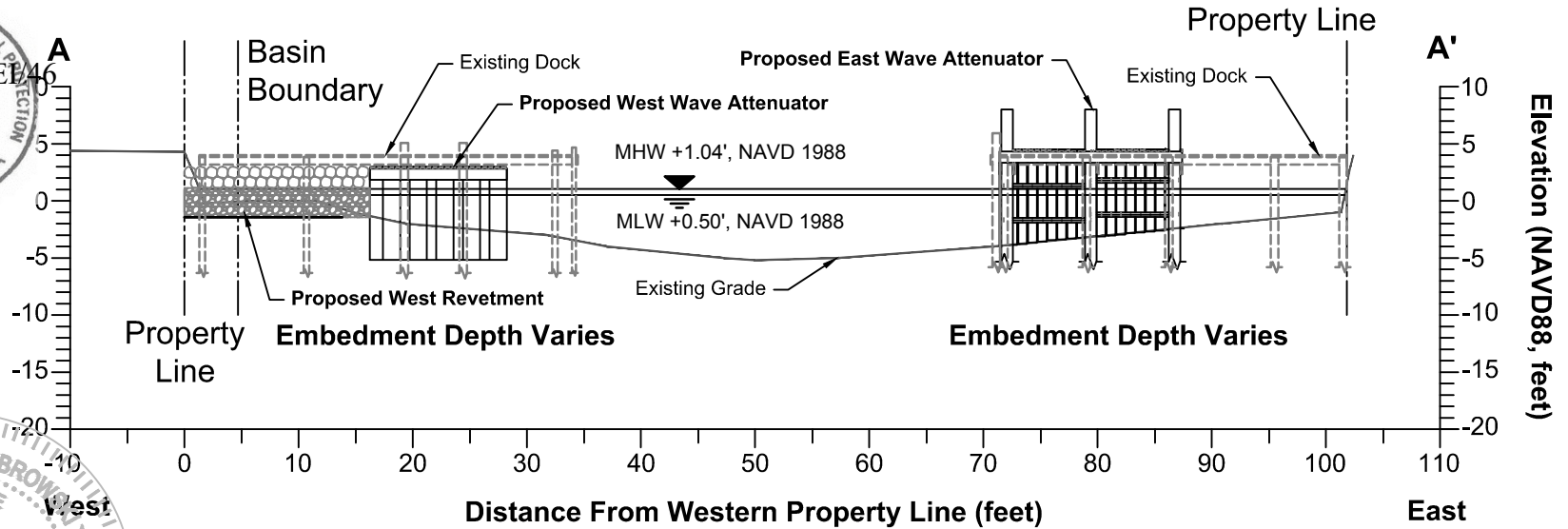
PROPOSED DIMENSION PLAN
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E. Florida P.E. Number 55255	
Date: November 1, 2019	
Sheet Rev Date: January 23, 2020	
PROJECT NUMBER 17-441.4	SHEET NUMBER 8

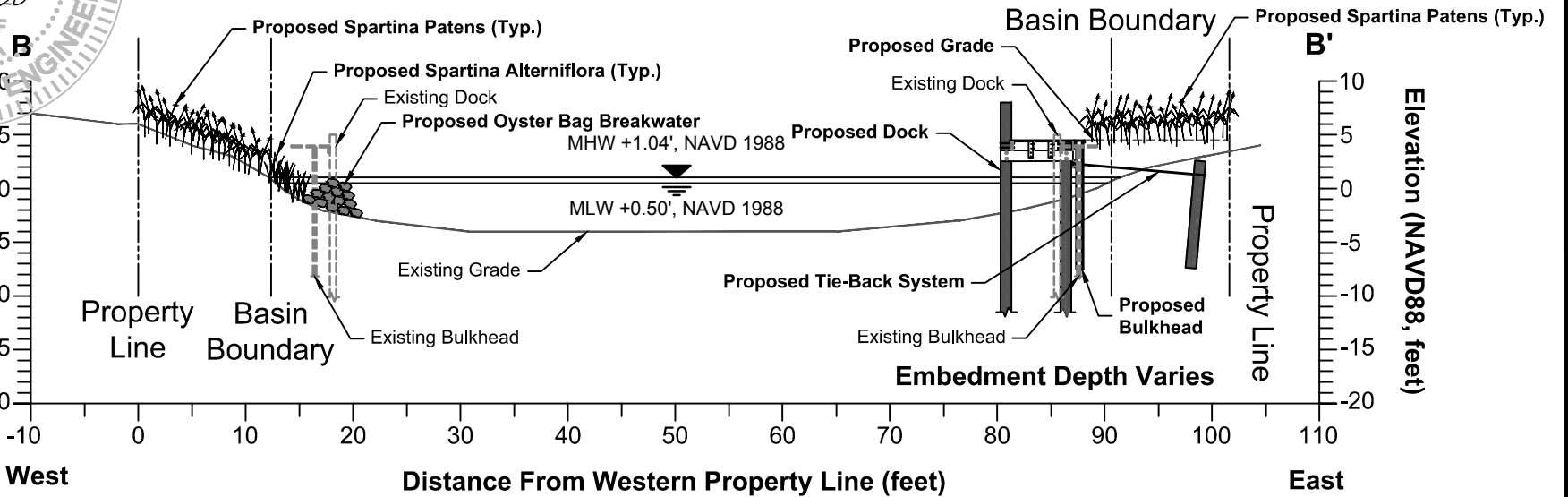
0383121-001-EP/46
 9/40
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 PERMIT
 STATE OF FLORIDA

Elevation (NAVD88, feet)



MICHAEL R. DOMBROWSKI
 LICENSE
 No. 55255
 Michael R. Dombrowski
 01/23/2020
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER

Elevation (NAVD88, feet)

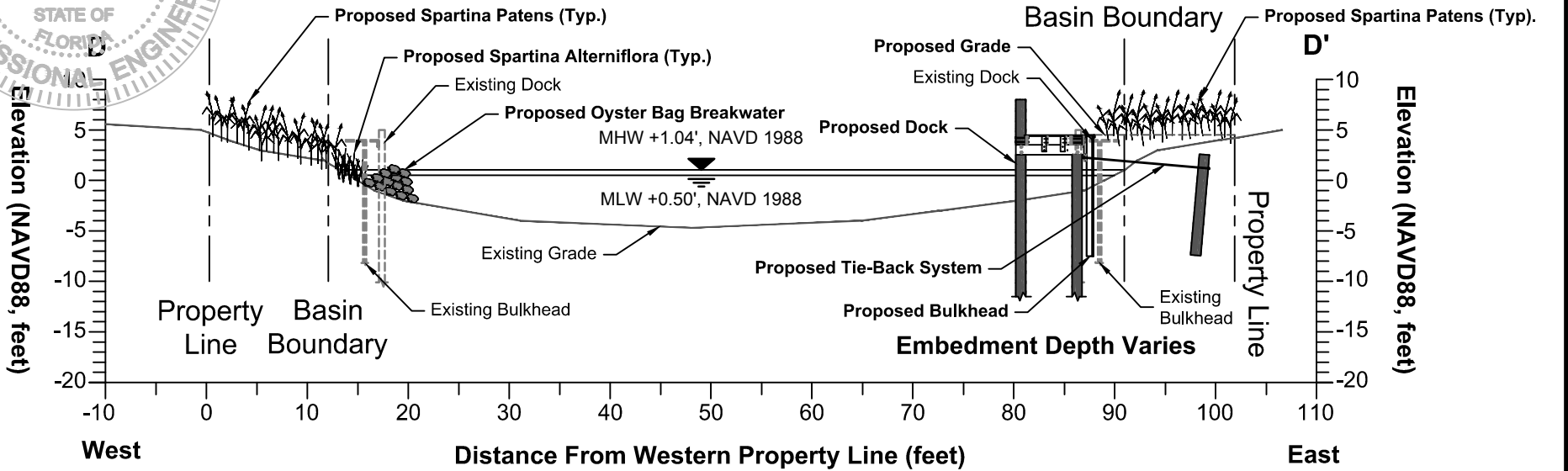
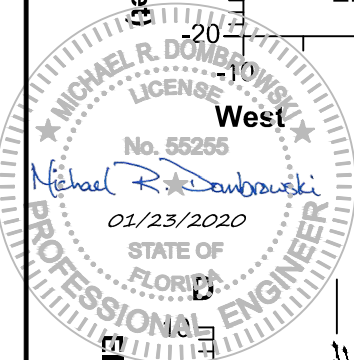
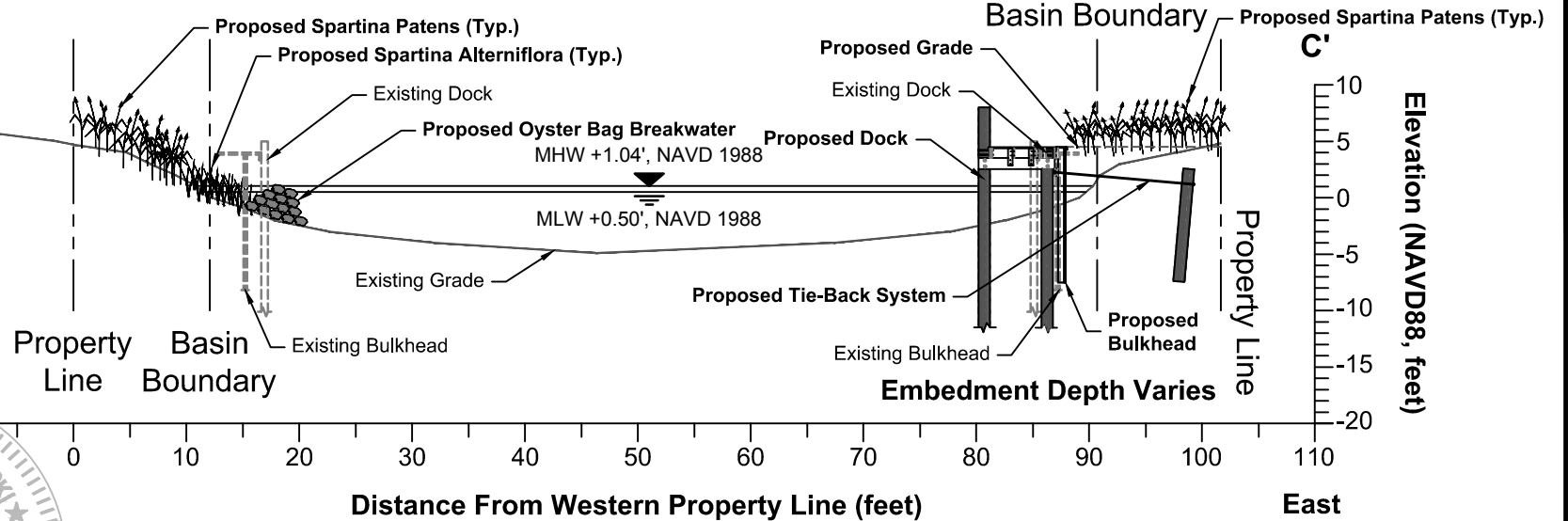
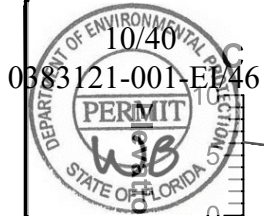


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PROPOSED SECTION VIEWS (1 OF 3)
Okaloosa Island - Sideside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E. Florida P.E. Number 55255	
Date: November 1, 2019	
Sheet Rev Date: January 23, 2020	
PROJECT NUMBER 17-441.4	SHEET NUMBER 9

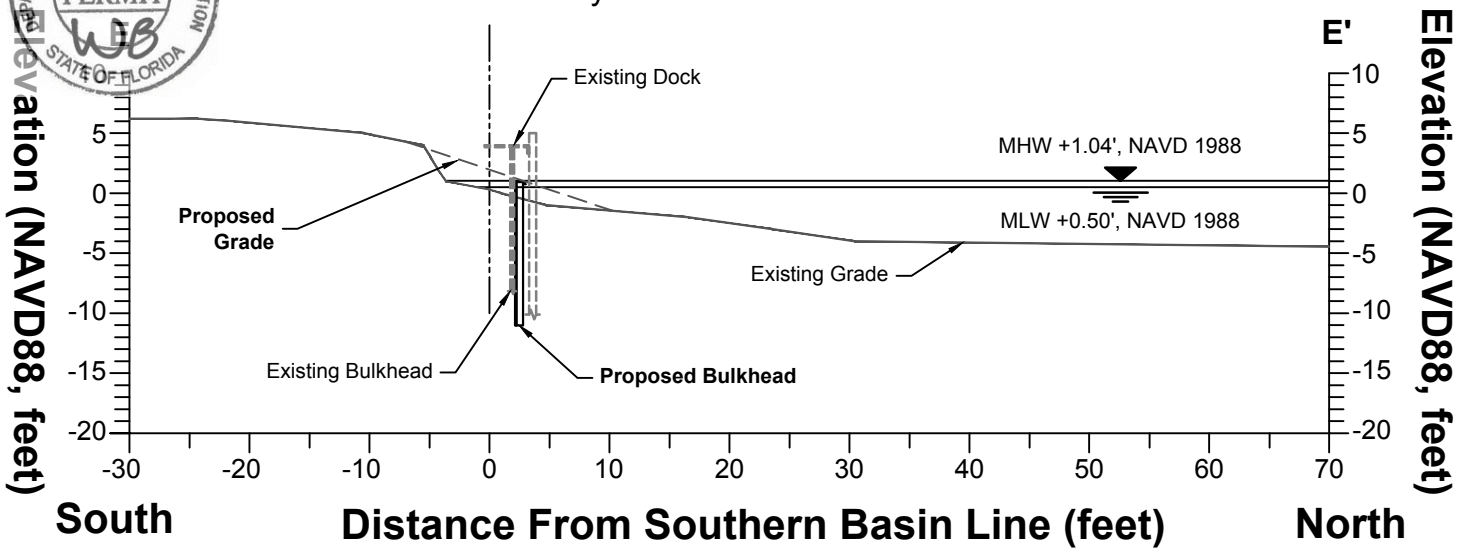


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PROPOSED SECTION VIEWS (2 OF 3)
Okaloosa Island - Sideside Access No. 2

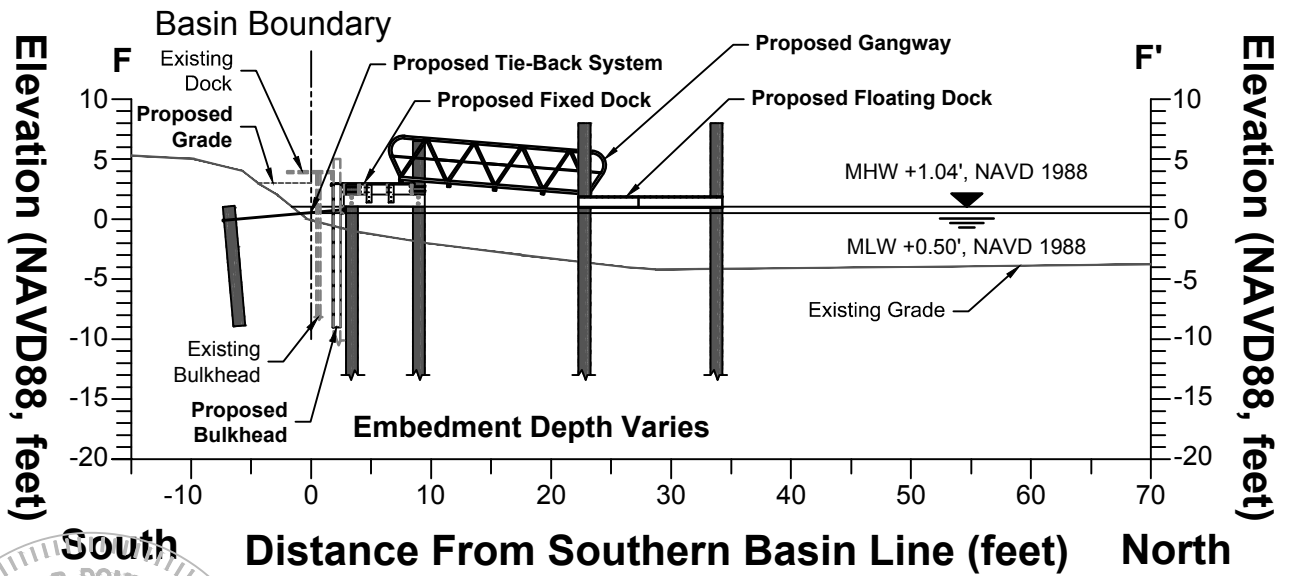
Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E. Florida P.E. Number 55255	
Date: November 1, 2019	
Sheet Rev Date: January 23, 2020	
PROJECT NUMBER 17-441.4	SHEET NUMBER 10



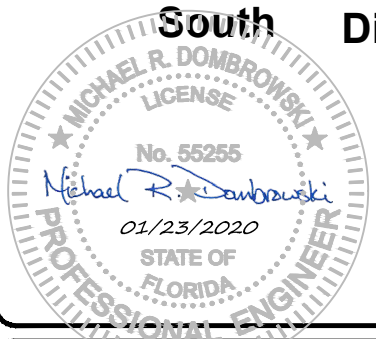
SECTION E-E'

HORIZONTAL SCALE: 1" = 16', VERTICAL SCALE: 1" = 16'



SECTION F-F'

HORIZONTAL SCALE: 1" = 16', VERTICAL SCALE: 1" = 16'



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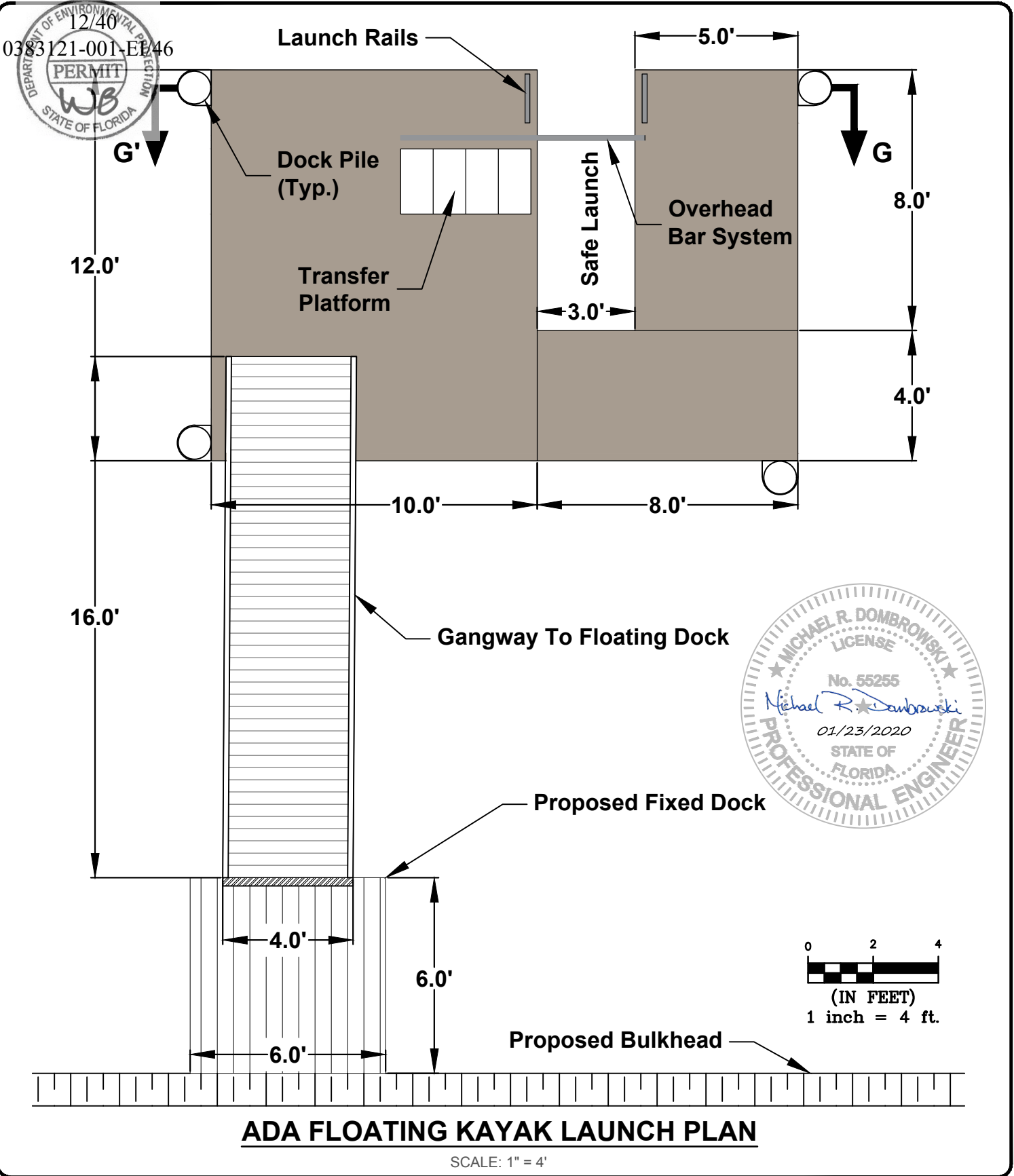
PROPOSED SECTION VIEWS (3 OF 3)
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
 Florida P.E. Number 55255

Date: November 1, 2019
 Sheet Rev Date: January 23, 2020

PROJECT NUMBER	SHEET NUMBER
17-441.4	11



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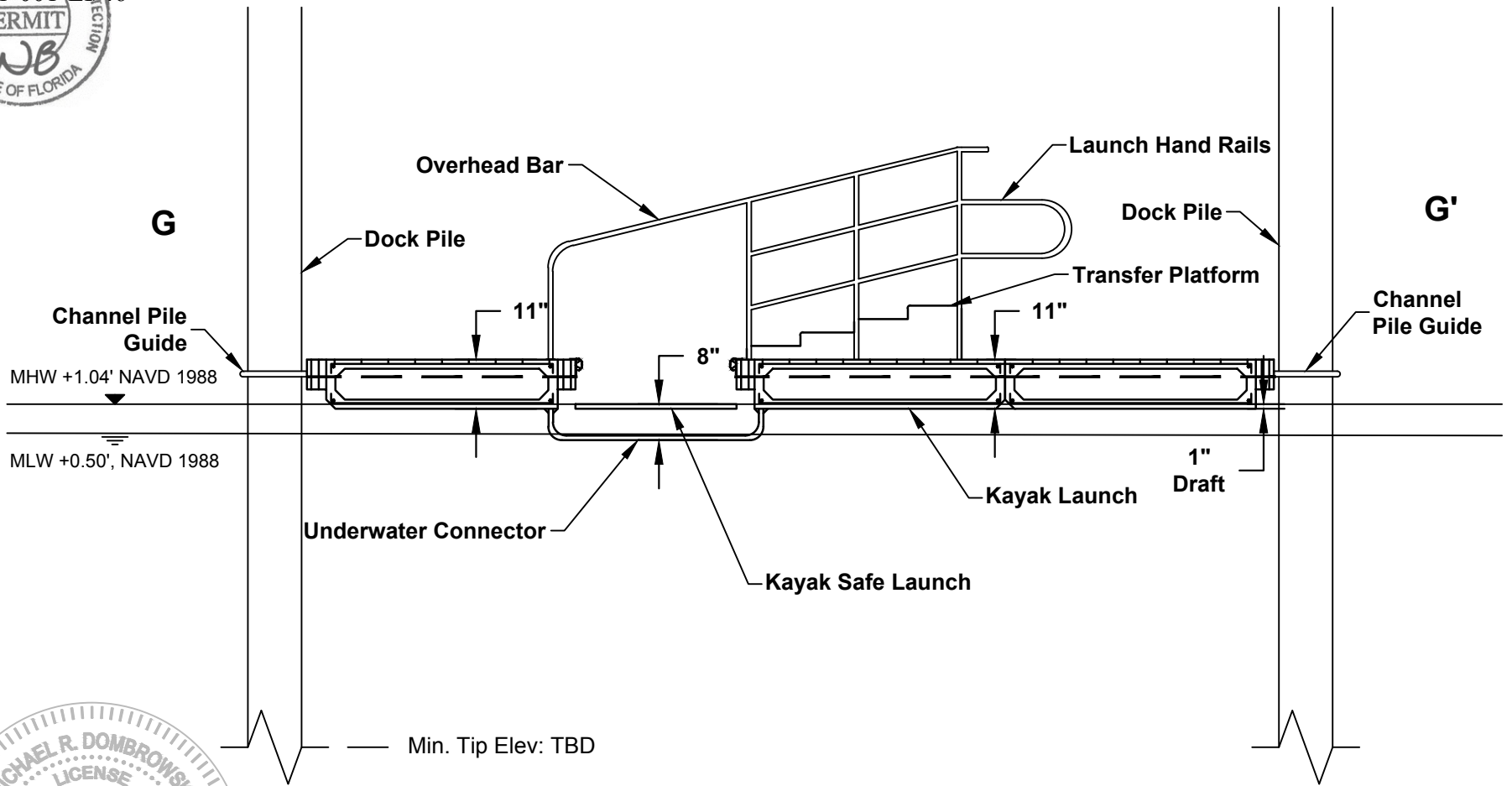
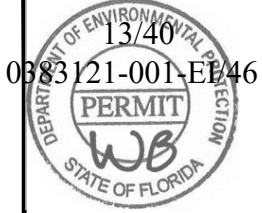
PROPOSED FLOATING KAYAK LAUNCH PLAN
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: November 1, 2019
Sheet Rev Date: January 23, 2020

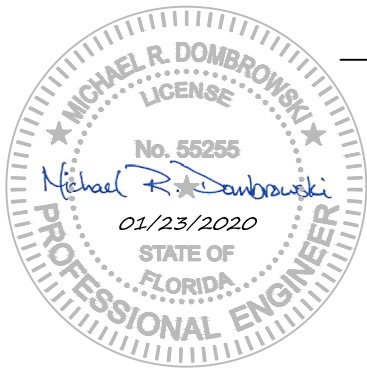
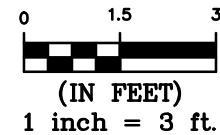
PROJECT NUMBER 17-441.4	SHEET NUMBER 12
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Min. Tip Elev: TBD

KAYAK LAUNCH SECTION G-G'

SCALE: 1" = 3'



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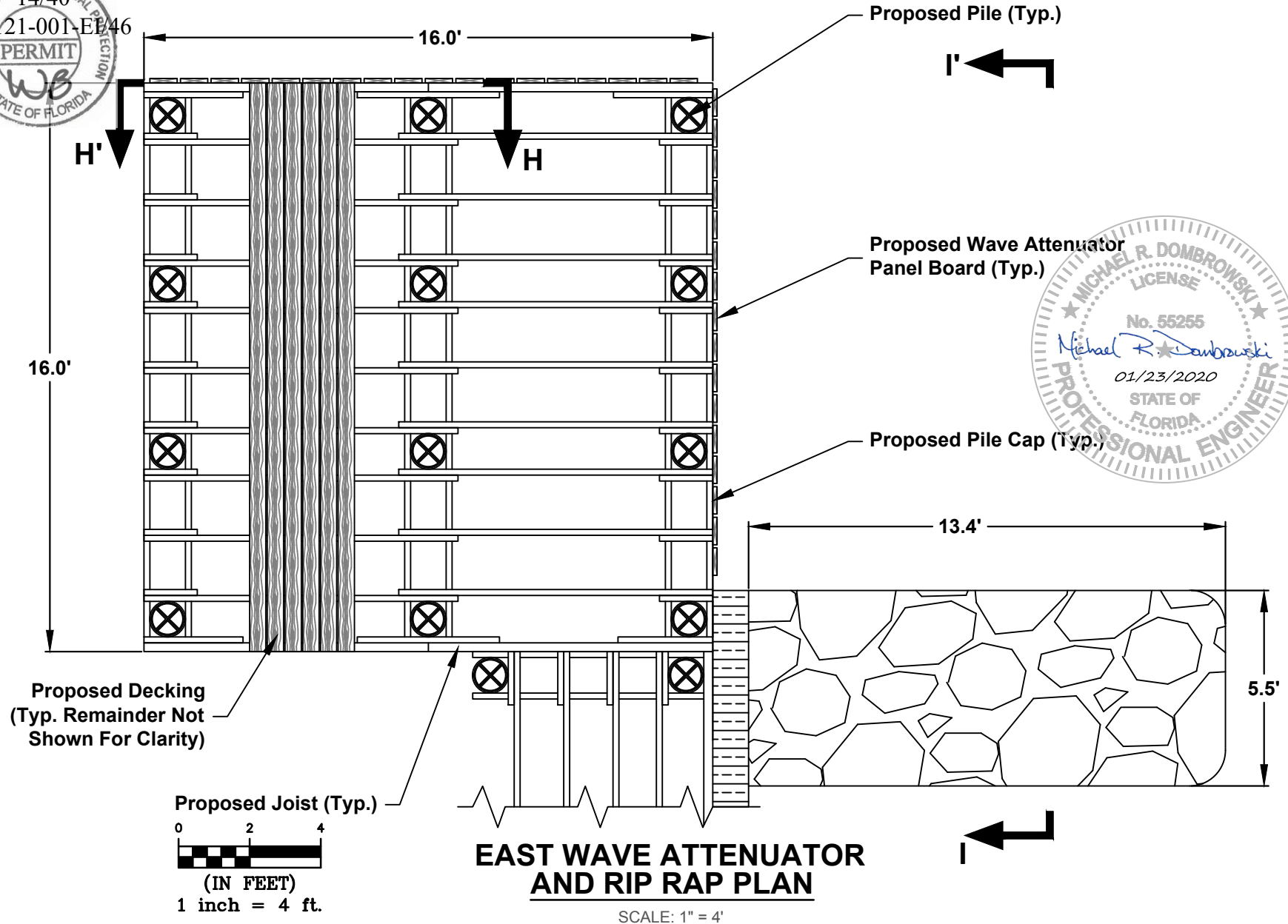
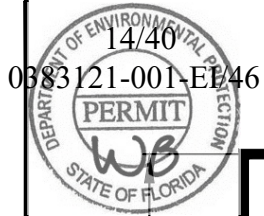
ADA FLOATING KAYAK LAUNCH SECTION VIEW
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: November 1, 2019
Sheet Rev Date: January 23, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 13
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EAST WAVE ATTENUATOR PLAN
Okaloosa Island - Soundside Access No. 2

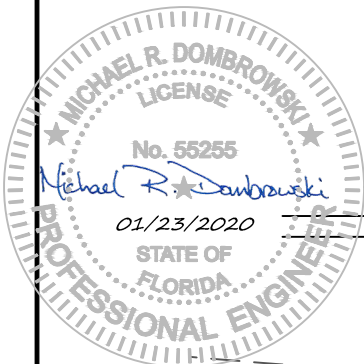
Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
 Florida P.E. Number 55255

Date: November 1, 2019
 Sheet Rev Date: January 23, 2020

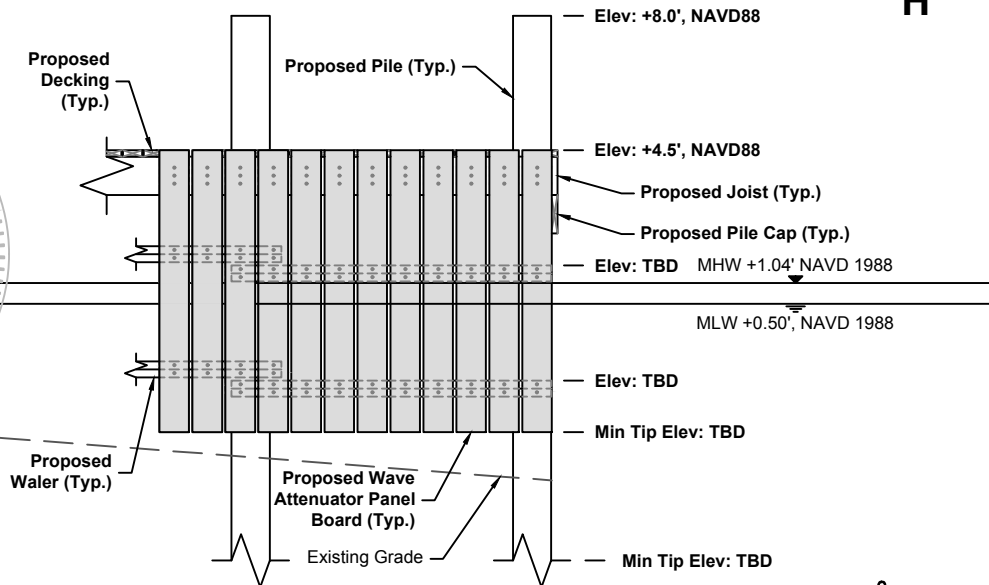
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15/40
0383121-001-ET/46



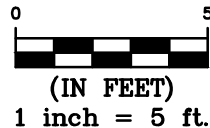
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H'



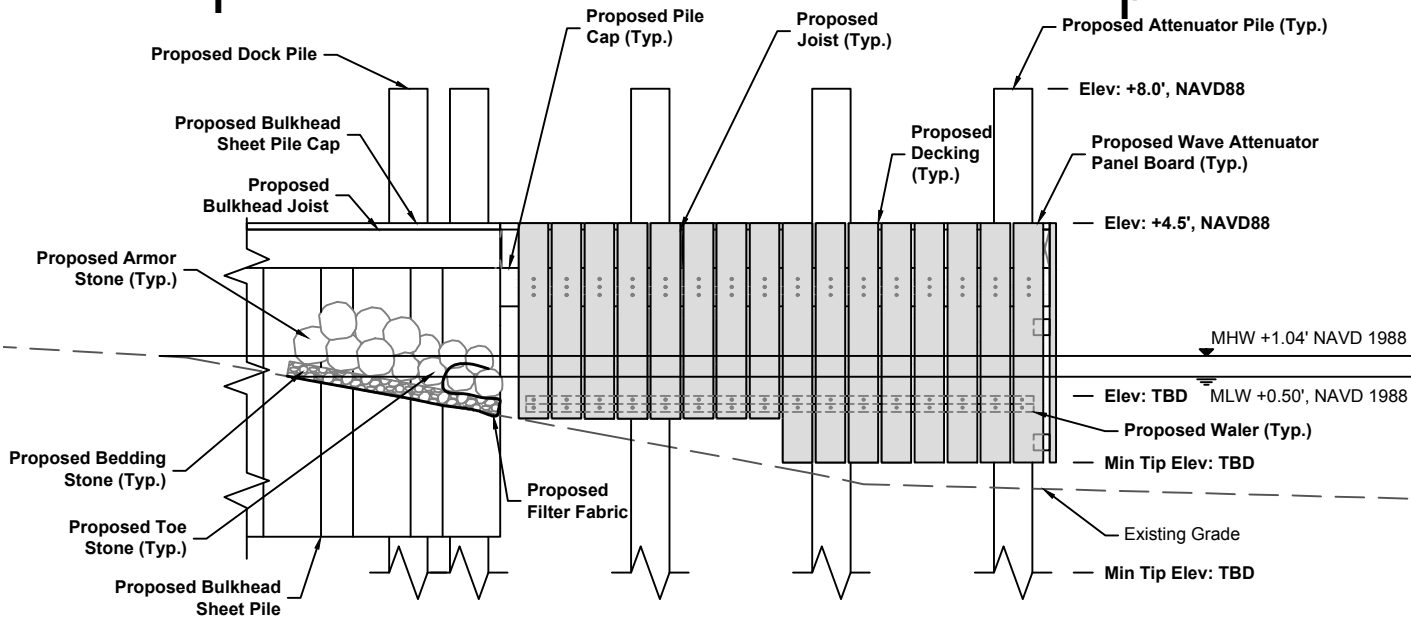
SECTION VIEW H-H'

SCALE: 1" = 5'



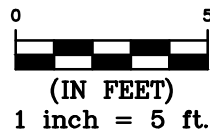
I

I'



SECTION VIEW I-I'

SCALE: 1" = 5'



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EAST WAVE ATTENUATOR SECTION VIEWS
Ocalaosa Island - Soundside Access No. 2

Ocalaosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

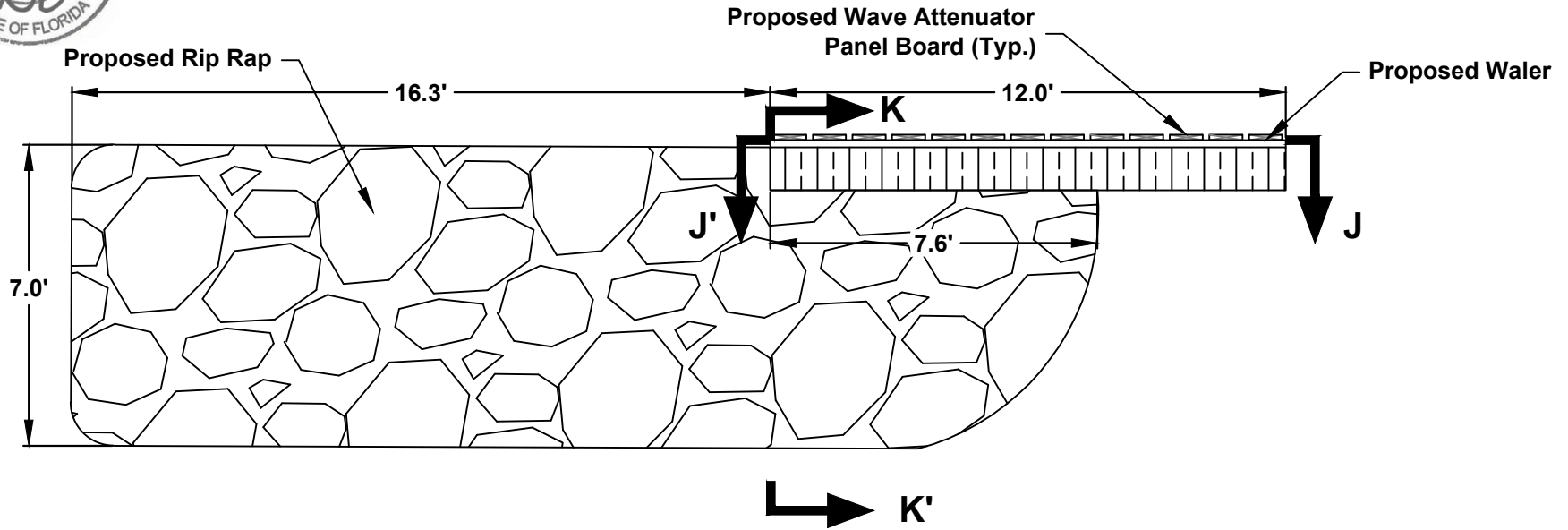
Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: November 1, 2019
Sheet Rev Date: January 23, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 15
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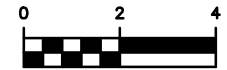


0383121-001-EP46



WEST WAVE ATTENUATOR AND RIP RAP PLAN

SCALE: 1" = 4'



(IN FEET)
1 inch = 4 ft.



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WEST WAVE ATTENUATOR PLAN
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

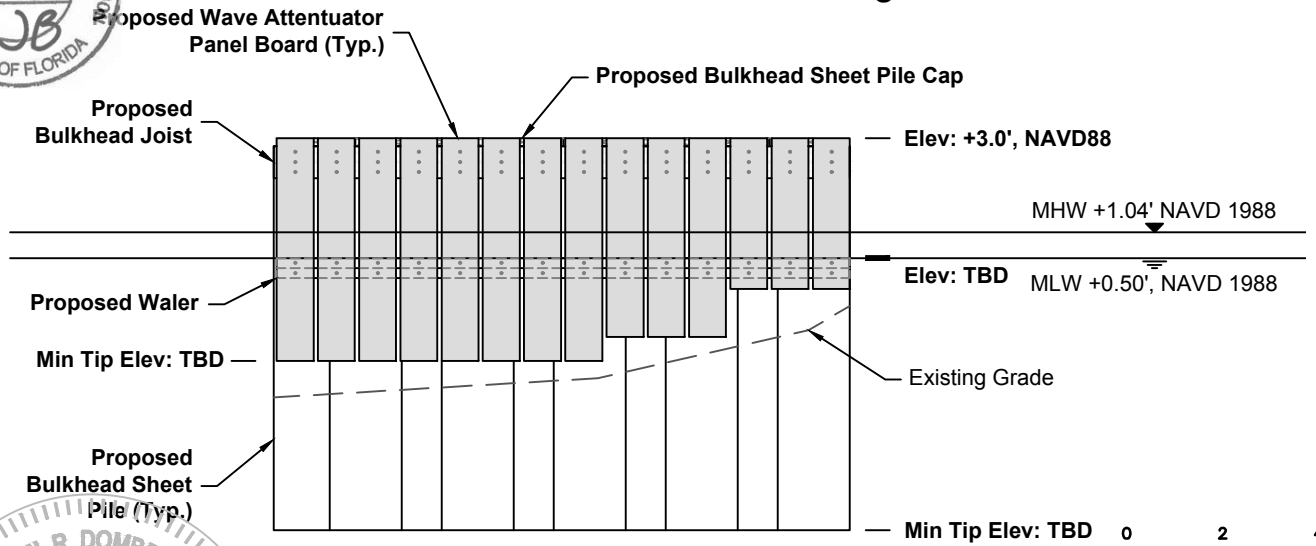
Date: November 1, 2019
Sheet Rev Date: January 23, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 16
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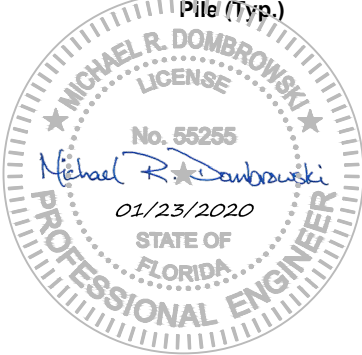
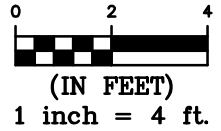
J

J'



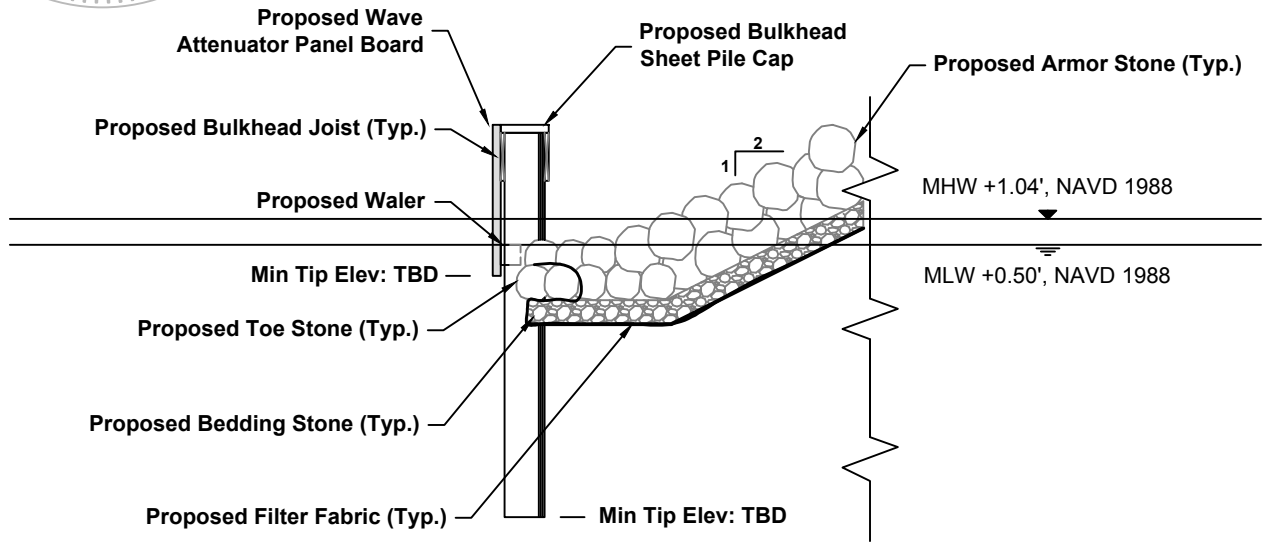
SECTION VIEW J-J'

SCALE: 1" = 4'



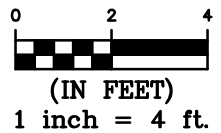
K

K'



SECTION VIEW K-K'

SCALE: 1" = 4'

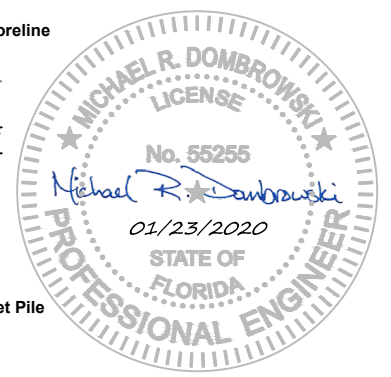
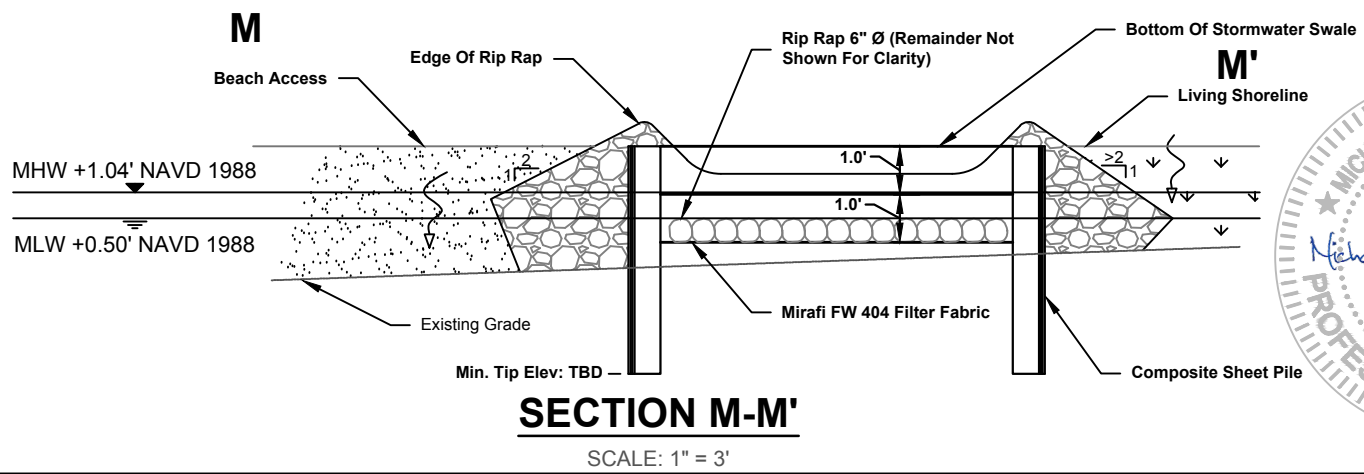
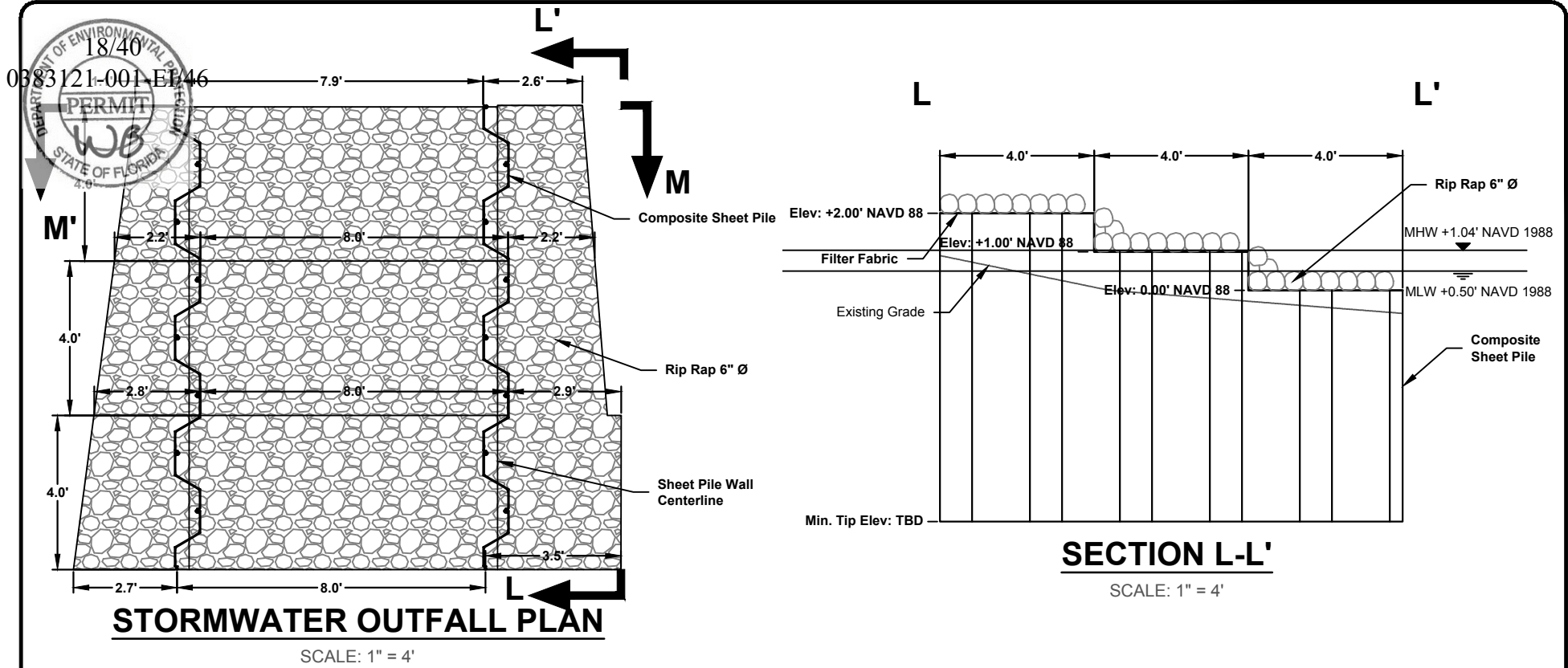


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WEST WAVE ATTENUATOR SECTION VIEWS
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E. Florida P.E. Number 55255	
Date: November 1, 2019	
Sheet Rev Date: January 23, 2020	
PROJECT NUMBER 17-441.4	SHEET NUMBER 17



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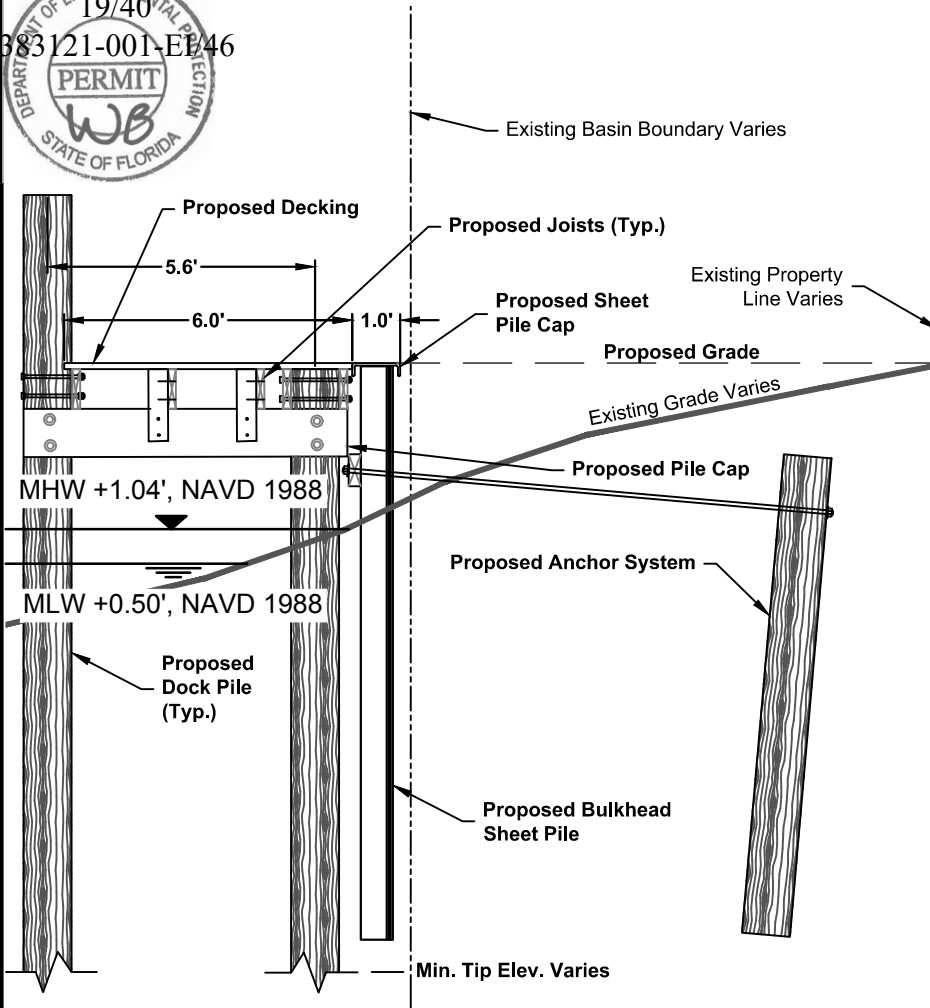
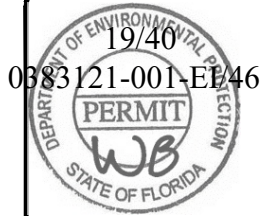
STORMWATER OUTFALL PLAN AND DETAILS
Ocalaosa Island - Soundside Access No. 2

Ocalaosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

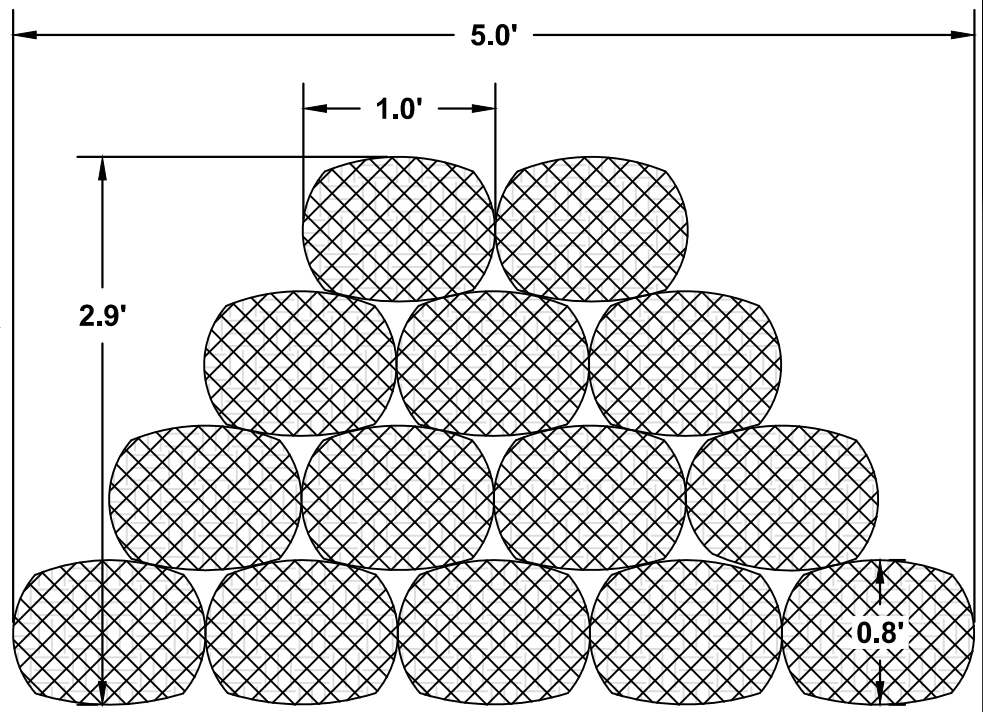
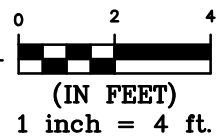
Date: November 1, 2019
Sheet Rev Date: January 23, 2020

PROJECT NUMBER 17-441.4	SHEET NUMBER 18
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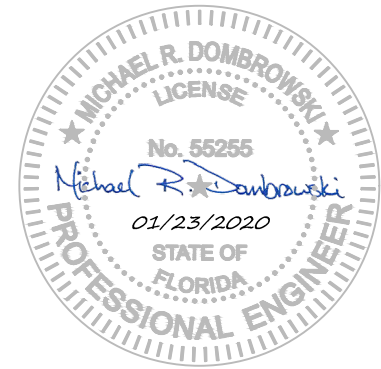
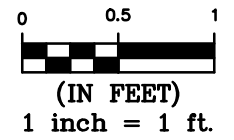
TYPICAL MARGINAL DOCK SECTION

SCALE: 1" = 4'



TYPICAL BREAKWATER DETAIL

SCALE: 1" = 1'



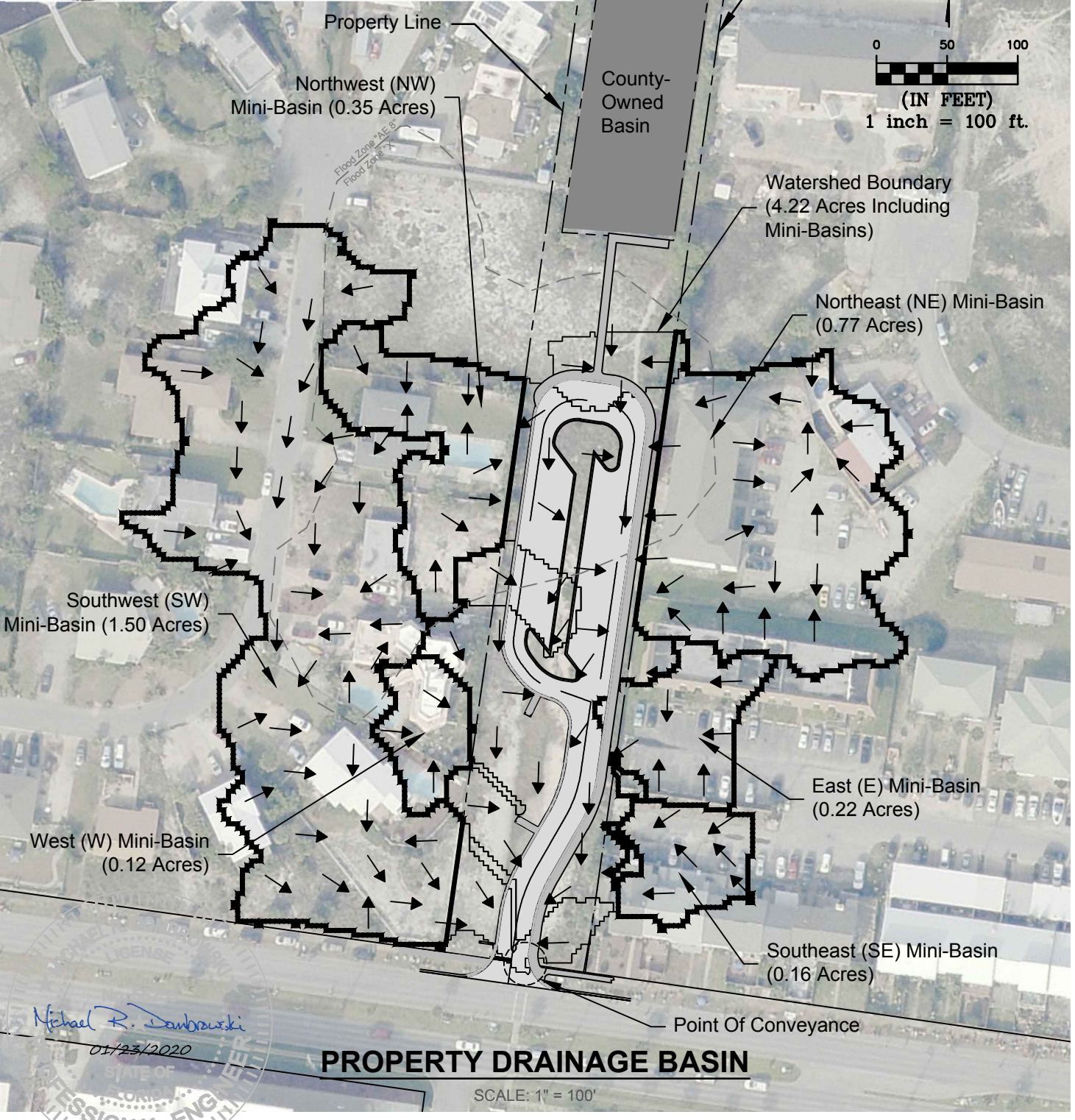
TYPICAL SECTION DETAILS
Okaloosa Island - Sounside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E. Florida P.E. Number 55255	
Date: November 1, 2019	
Sheet Rev Date: January 23, 2020	
PROJECT NUMBER 17-441.4	SHEET NUMBER 19

Not to scale
 20/40
 0383121-001-EP46
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 PERMIT
 W-13
 STATE OF FLORIDA

The watershed boundary encompasses all off-site and on-site stormwater flow that converges to the southern portion of the project site. Other flow that enters the property north of the watershed boundary naturally flows to the county-owned boat basin.
 There is no contribution of runoff from Santa Rosa Boulevard to the



PROPERTY DRAINAGE BASIN

SCALE: 1" = 100'

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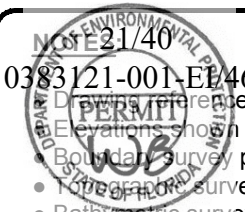
DRAINAGE BASIN
 Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E.
 Florida P.E. Number 55255

Date: November 1, 2019
 Sheet Rev Date: January 23, 2020

PROJECT NUMBER	SHEET NUMBER
17-441.4	20



0383121-001-EP46

- Drawings referenced to Florida State Plane North, North American Datum of 1983 (NAD 83).
- Elevations shown hereon are based on North American Vertical Datum of 1988 (NAVD 88).
- Boundary survey performed by Dewberry Engineers, Inc., dated 06-24-2019.
- Topographic survey performed by Dewberry Engineers, Inc., dated 06-24-2019.
- Bathymetric survey performed by Dewberry Engineers, Inc., dated 06-24-2019.
- Approximate Federal Navigation Channel limits obtained from USACE-Mobile District website, www.sam.usace.army.mil/op/nav/CS-default.htm.
- Construction should not violate State of Florida water quality standards
- No liveaboards will be allowed.
- Materials are subject to change. Pile dimensions will be determined during final design.
- Aerial photography obtained from LABINS and flown 12-2015 to 02-2016. The location of all objects in the photograph are approximate and may not represent currently existing conditions.
- The location of turbidity curtains shown on these drawings is for illustrative purposes only. Turbidity curtains will be located to best assure water quality standards and relocated as construction activities warrant to ensure water quality standards are maintained throughout construction.

SCHEDULE:

Bulkhead

Total length: 189 LF behind marginal dock, 62 LF supporting southern basin boundary
 Materials: Composite sheet pile. Final material selection will be determined during final design.
 Installation: Proposed bulkhead installation shall be from upland, no barge construction. All staging areas for materials and equipment for construction of the bulkhead must be on the upland.

Fixed Wave Attenuator

Total area: East = 274 ft², West = 12 ft²
 Materials: Final material selection will be determined during final design.

Fixed Marginal Dock

Total area: 1,368 ft² of deck area, 40 dock piles
 Materials: Timber piles and pile caps, and wood panel decking. Final material selection will be determined during final design.

Floating PVC Kayak Launch

Total area: 216 ft² of deck area, 4 dock piles
 Materials: PVC panel decking from pre-manufactured launch and timber piles. Final material selection will be determined during final design.

Scour Protection

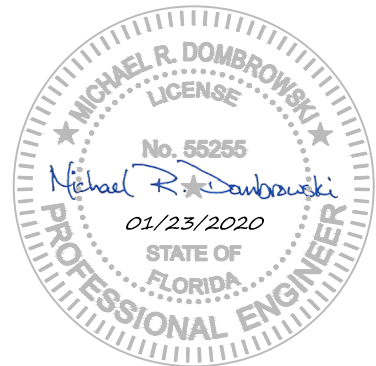
Armor Stone: East ≈ 10 tons (including toe stone), West ≈ 11 tons (including toe stone), Stone Density 165 pounds per cubic foot
 Bedding Stone: East ≈ 4 tons, West ≈ 4 tons
 Filter Fabric: East ≈ 120 ft², West ≈ 180 ft²

Approximate Pre-empted Area

Total Area: Submerged Land Lease area to be determined from SSL survey.

UTILITIES:

- No fueling facilities or liveaboards are proposed at this facility.
- No light fixtures are proposed at this facility.
- Irrigation will be provided through shallow well water.
- NFPA Fire Stations.

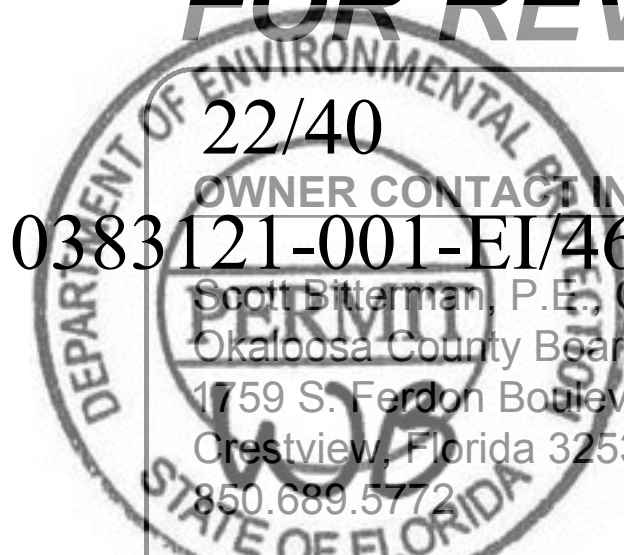



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GENERAL NOTES
Okaloosa Island - Soundside Access No. 2

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

Michael R. Dombrowski, P.E. Florida P.E. Number 55255	
Date: November 1, 2019	
Sheet Rev Date: January 23, 2020	
PROJECT NUMBER 17-441.4	SHEET NUMBER 21



22/40
 OWNER CONTACT INFORMATION
 Scott Blumenthal, P.E. County Engineer
 Okaloosa County Board of County Commissioners
 1759 S. Ferdon Boulevard
 Crestview, Florida 32536
 850.654.1555 (voice)
 850.654.0550 (fax)

ENGINEER CONTACT INFORMATION

Michael Dombrowski, P.E.
 MRD Associates, Inc.
 543 Harbor Boulevard, Suite 204
 Destin, Florida 32541
 850.654.1555
 850.654.0550 fax

PROJECT LOCATION

Section 00, Township 02 S, Range 24 W
 Okaloosa County, Florida
 Lat 30°23'49"N, Long 86°36'27"W (NAD83)

PROJECT DESCRIPTION

The project is located between Santa Rosa Sound and Santa Rosa Boulevard of the proposed Soundside Access No. 2 development, Fort Walton Beach, Okaloosa County, Florida. The project consists of: 1) the demolition of dilapidated marginal docks, piles, bulkhead, and wave attenuators; 2) the construction of new marginal docks, wave attenuators, a fishing pier, rip rap revetments, bulkheads, a living shoreline, a beach access area, and an ADA-accessible floating kayak and canoe launch; and, 3) a 20-space parking lot with stormwater management and pedestrian sidewalks.

GENERAL NOTES

- The work consists of furnishing all labor, equipment, and materials (except where indicated) and performing all operations in connection with construction of the project.
- All work shall conform to the plans, specifications, and approved permits. The CONTRACTOR shall post at the project site all permit placards, and comply with all terms of the permits as pertaining to the performance of the work.
- Prior to construction, between the CONTRACTOR, OWNER, and ENGINEER shall meet to verify construction access locations, design details, and methods of construction.
- All elevations as shown are referenced to North American Vertical Datum, 1988 (NAVD88).
- The OWNER will provide a benchmark(s) located in close proximity to the proposed project. Prior to construction, the CONTRACTOR shall be responsible to verify the vertical and horizontal control.
- The CONTRACTOR shall submit two samples of the sand proposed to be used for this project for approval by the ENGINEER. The first sample will be submitted with the bid and the second sample at the pre-construction meeting.

INDEMNIFICATION REQUIREMENTS

The CONTRACTOR shall indemnify and hold harmless the OWNER and ENGINEER and their respective representatives, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney fees, caused by, resulting from, and/or incidental to the performance of the work under the full extent as allowed by the laws of the State of Florida and not beyond any extent which would render these provisions void or unenforceable. In the event of any such injury, death or loss or damage, or claims therefore, the CONTRACTOR shall give prompt notice to the OWNER and ENGINEER.

UTILITY NOTE

The CONTRACTOR shall field verify the location of existing utilities and coordinate with Utility Companies 48 hours prior to construction.

UTILITY COMPANIES

The CONTRACTOR shall have all existing buried utilities "Line Spotted" by calling 1.800.432.4770 (CALL SUNSHINE).

Construction Drawings and Technical Specifications

OKALOOSA ISLAND - SOUND SIDE ACCESS NO. 2

Fort Walton Beach, Florida



Okaloosa County Board of County Commissioners

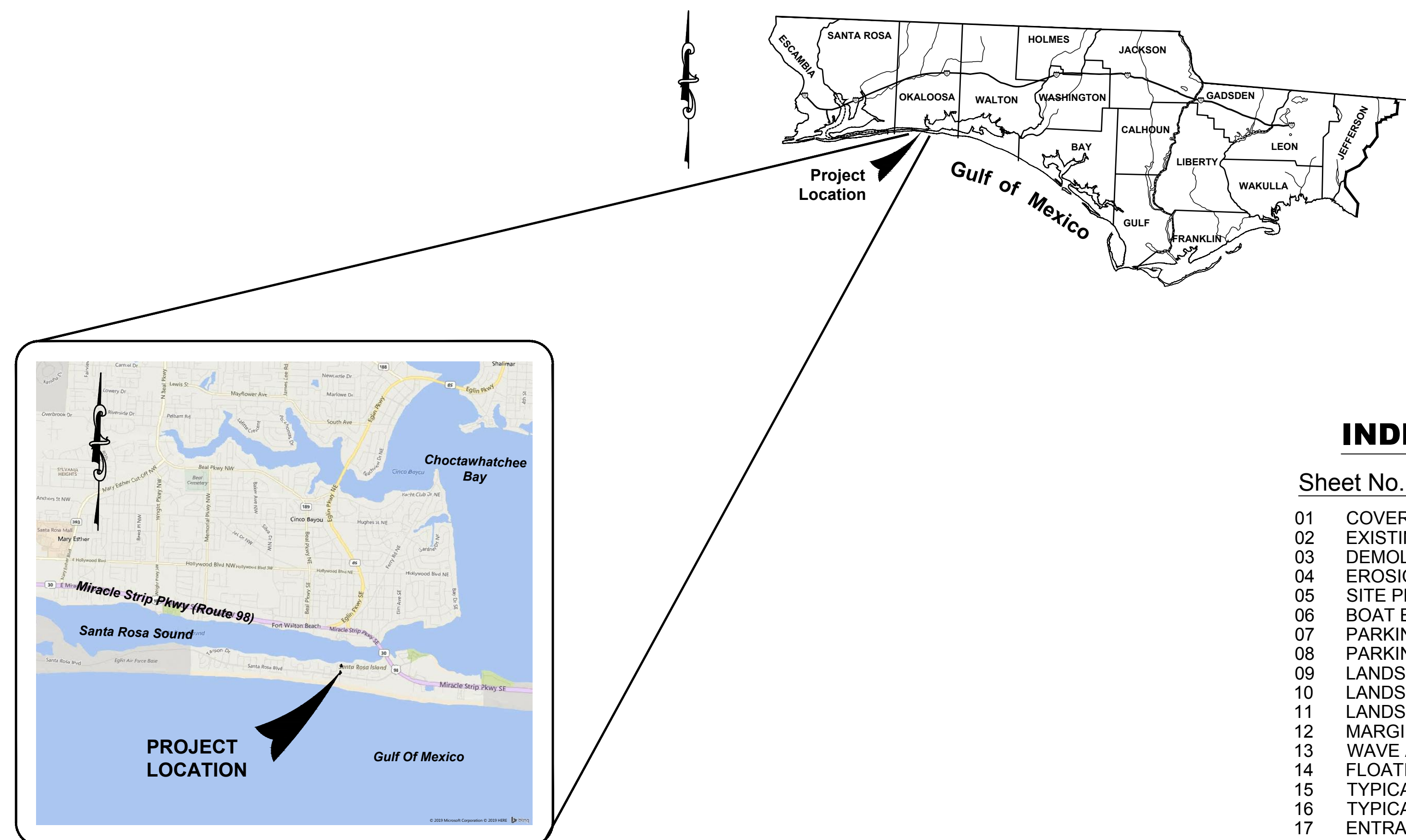
1250 N. Eglin Parkway, Shalimar, Florida 32579

Commissioners

- District 1 - Graham Fountain
- District 2 - Carolyn Ketchel
- District 3 - Nathan Boyles
- District 4 - Trey Goodwin (Vice Chairman)
- District 5 - Kelly Windes (Chairman)

John Hofstad,
 County Administrator

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LOCATION MAP

SCALE: 1" = 5,000'

INDEX OF SHEETS

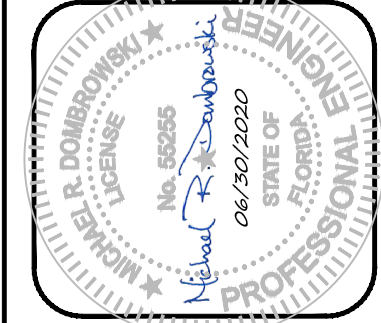
Sheet No.	Description
01	COVER SHEET AND INDEX OF SHEETS
02	EXISTING CONDITIONS
03	DEMOLITION PLAN
04	EROSION CONTROL PLAN
05	SITE PLAN
06	BOAT BASIN CROSS SECTIONS
07	PARKING LOT GEOMETRY PLAN
08	PARKING LOT GRADING AND DRAINAGE PLAN
09	LANDSCAPE PLAN
10	LANDSCAPE SPECIFICATIONS
11	LANDSCAPE DETAILS
12	MARGINAL DOCK/STORMWATER OUTFALL DETAILS
13	WAVE ATTENUATOR DETAILS
14	FLOATING ADA KAYAK LAUNCH DETAILS
15	TYPICAL DETAILS (1 OF 2)
16	TYPICAL DETAILS (2 OF 2)
17	ENTRANCE SIGN DETAILS
18	TECHNICAL SPECIFICATIONS (1 OF 2)
19	TECHNICAL SPECIFICATIONS (2 OF 2)

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NOTES:

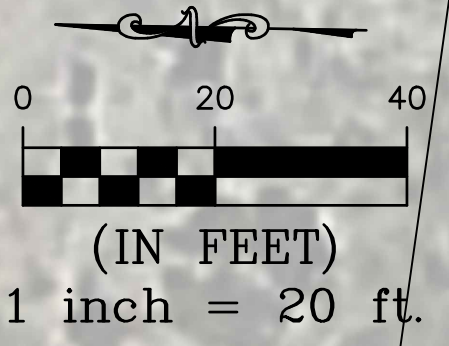
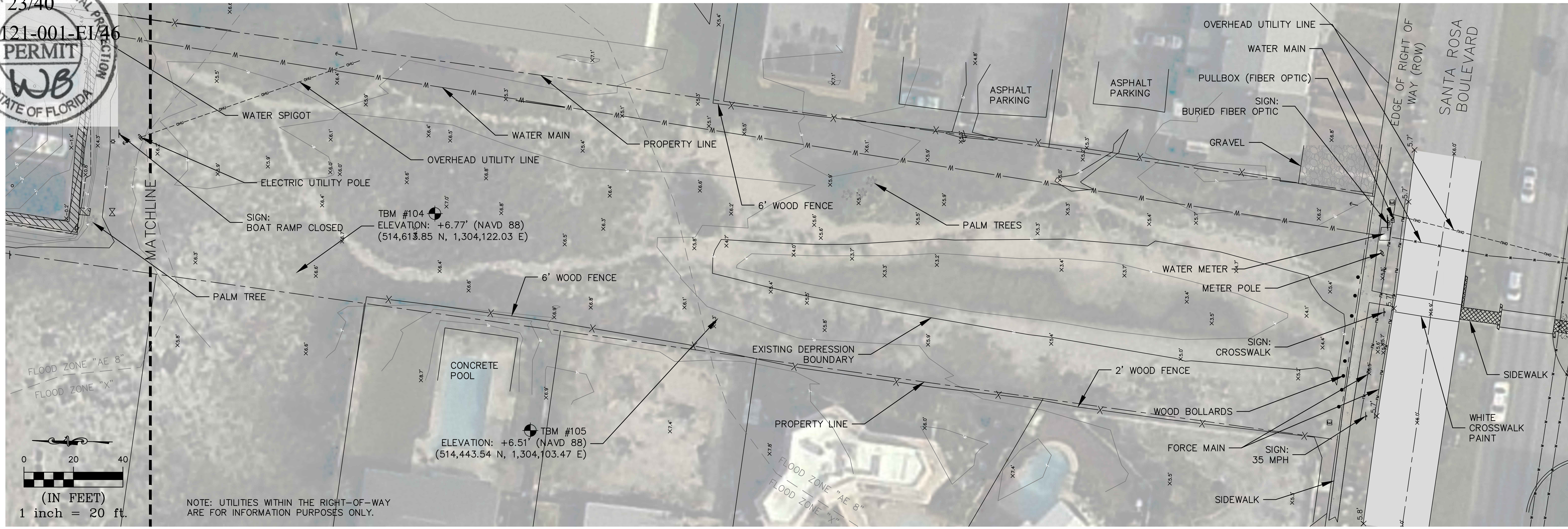
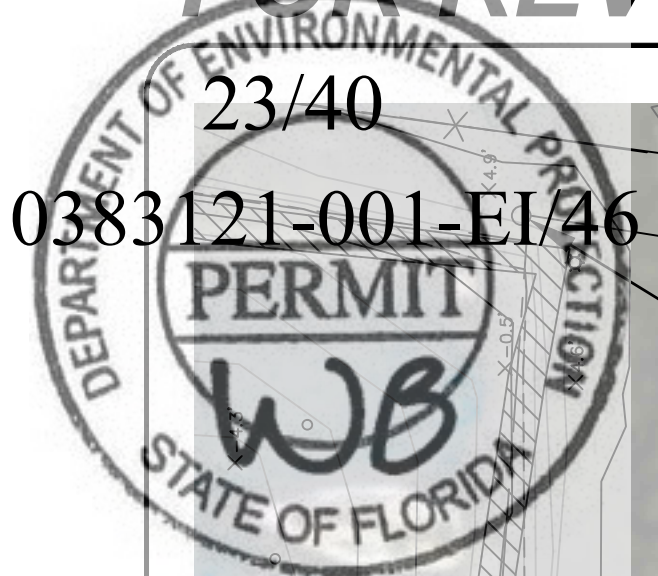
- Drawings are not valid for construction without being stamped and sealed.
- Survey by Boundary Engineers, Inc. performed on 06-24-19 and dated 06-25-19.
- Elevations referenced to NAVD88. Labels and from 12-29-18 to 02-20-16. The horizontal and vertical control points are approximate and may not represent currently existing conditions.



COVER SHEET AND INDEX OF SHEETS
 Soundside Access No. 2 Amenities

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

DESIGNED BY: **mrd**
 DATE: November 1, 2019
 REV DATE: June 30, 2020
 REV # 1 DRAWN: CKM
 REVIEWED: MRD
 PROJECT NUMBER:
17-441.4
 SHEET NUMBER:
1

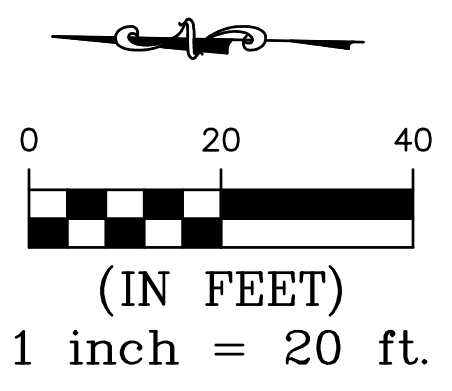
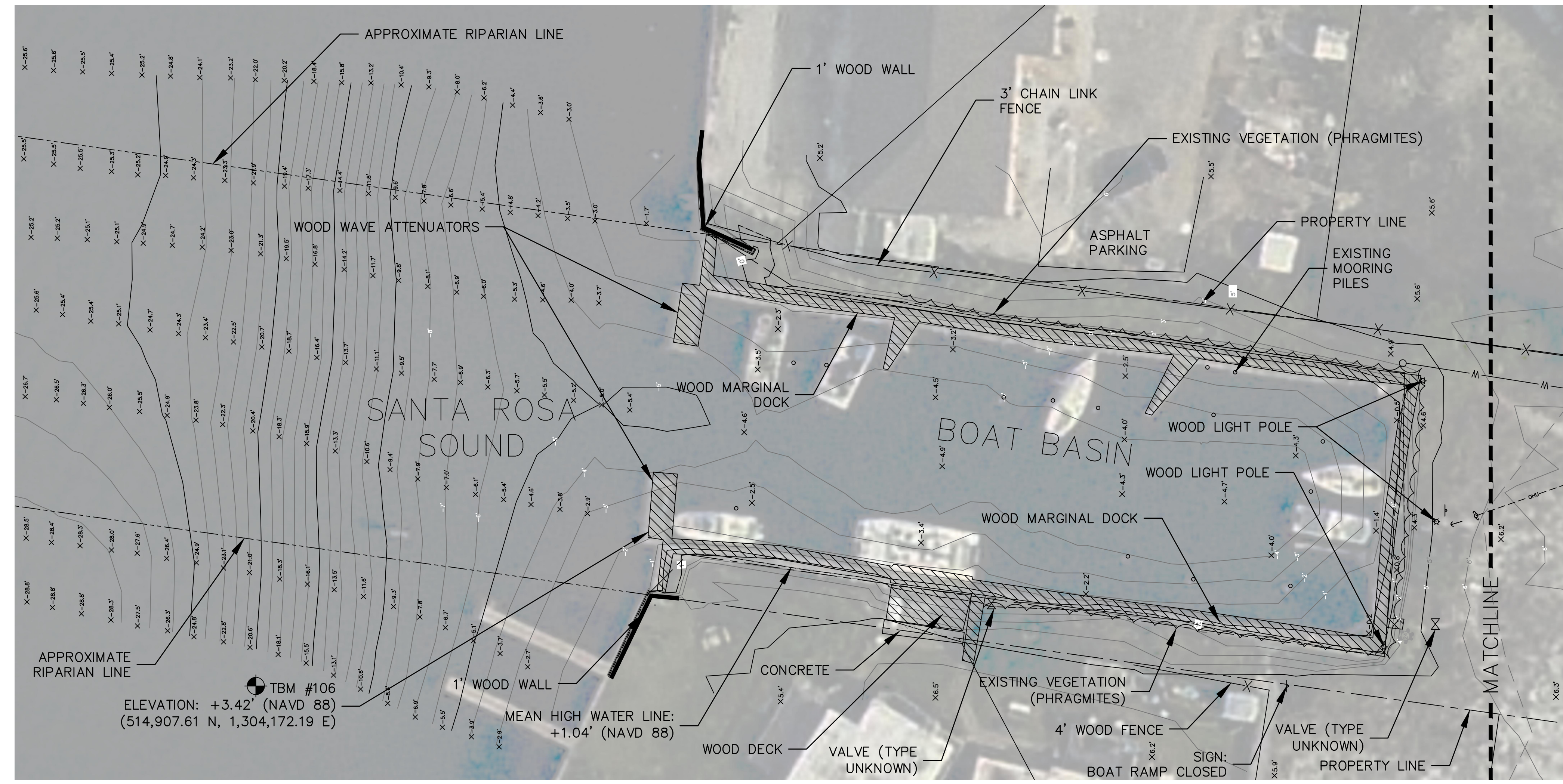


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NOTES:

- Drawings are not valid for construction without being stamped and sealed.
- Survey by Beverly Engineers, Inc. performed on 06-24-19 and dated 06-25-19.
- Elevations are referenced to NAVD88. Labels and flow to 2016 is to 06-2016. The horizontal and vertical coordinates are approximate and may not represent currently existing conditions.



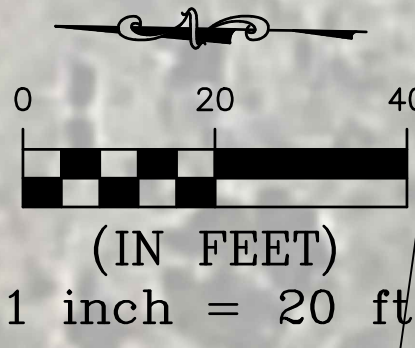
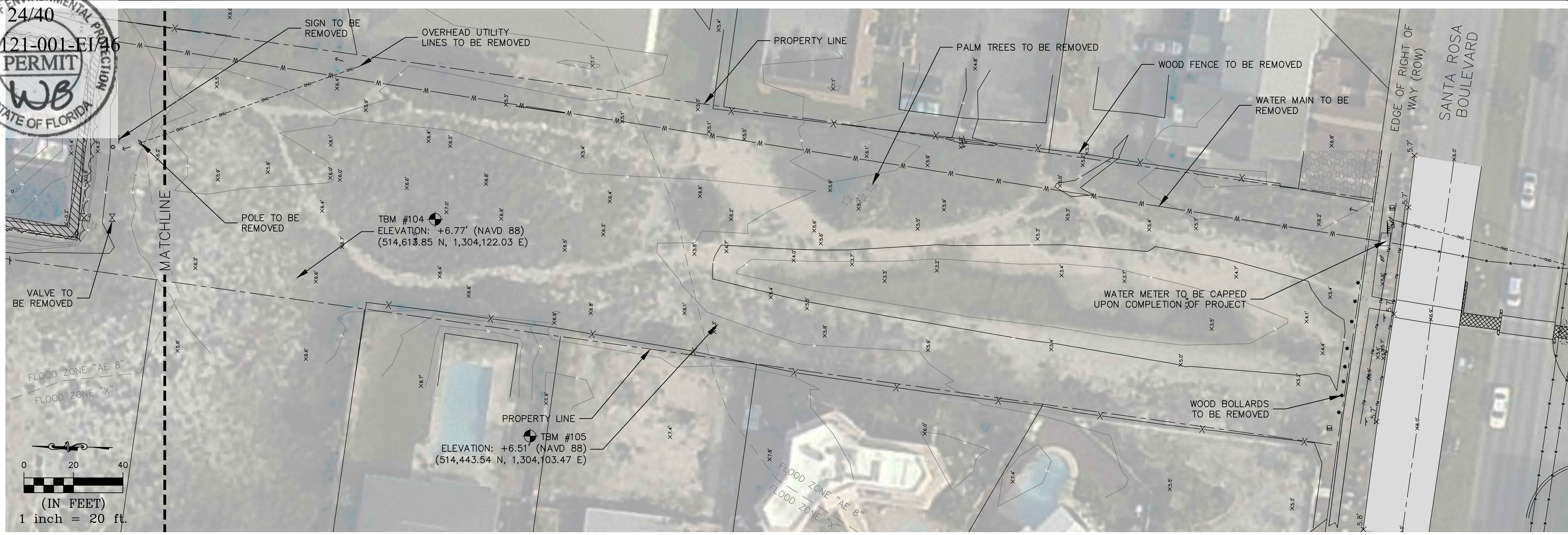
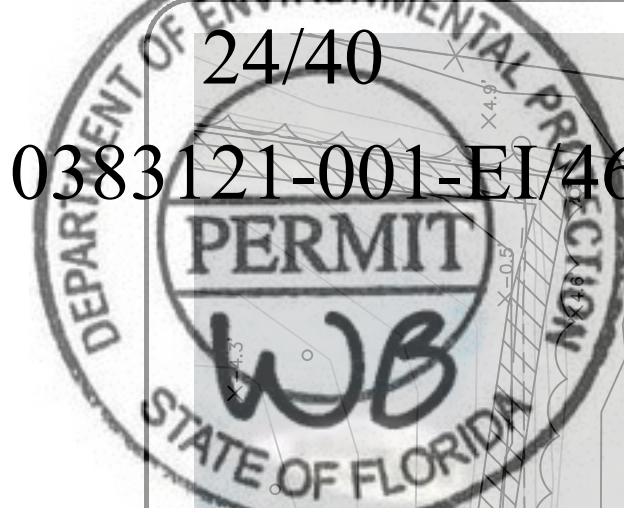
EXISTING CONDITIONS
Soundside Access No. 2 Amenities

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

DESIGNED BY: **mrd**

DATE: November 1, 2019
REV DATE: June 30, 2020

REV # 1	DRAWN: CKM
REVIEWED: MRD	
PROJECT NUMBER: 17-441.4	
SHEET NUMBER: 2	

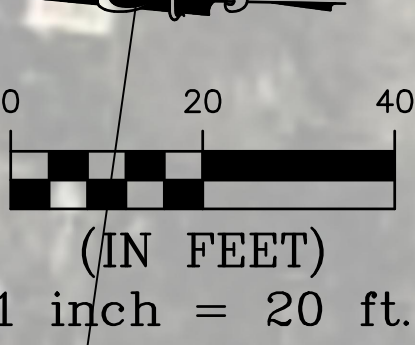
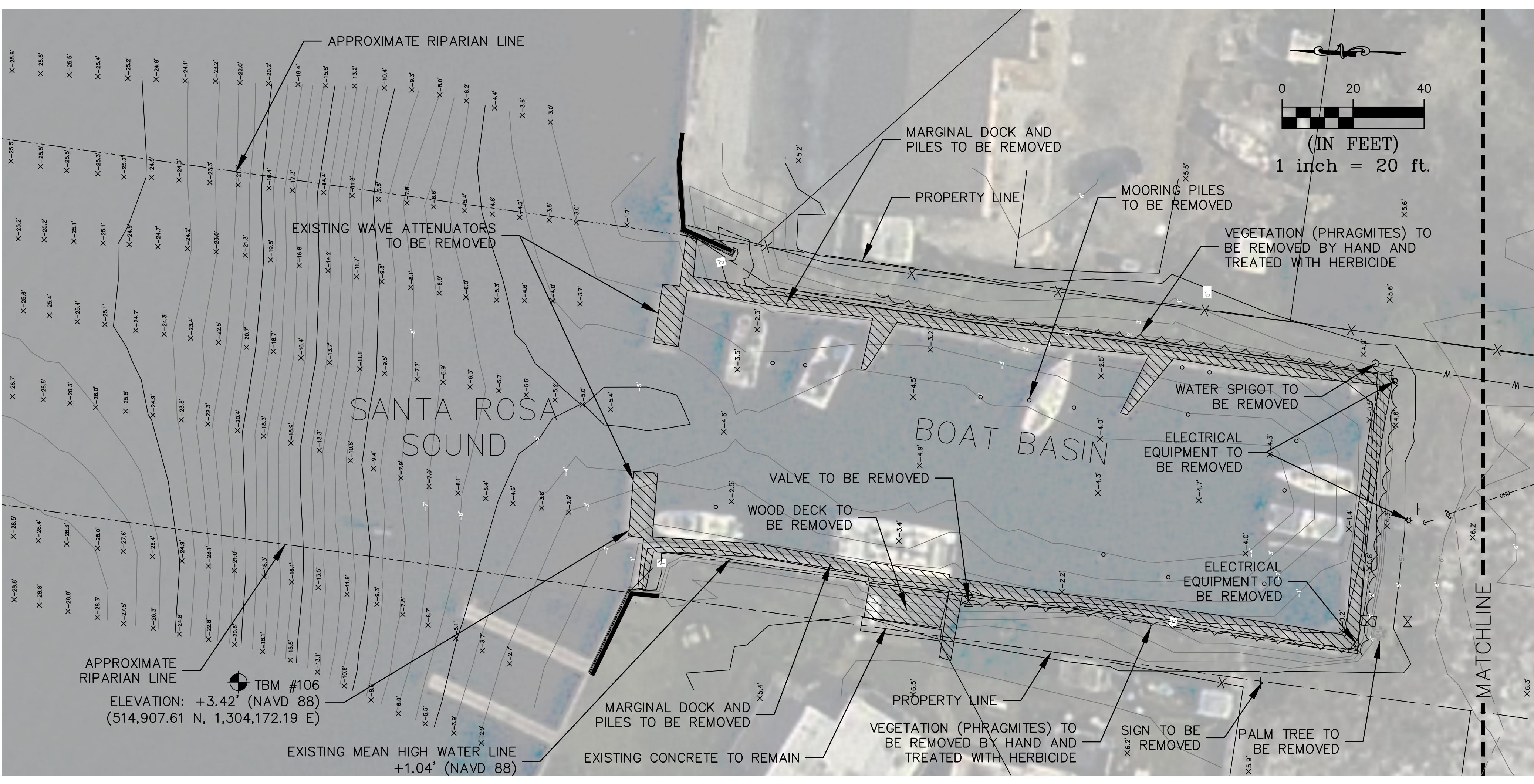


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NOTES:

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- Survey by Demery Engineers, Inc. performed on 06-24-19 and dated 06-25-19.
- Drawing is referenced to Florida State Plane, North Zone, NAD83.
- Elevations referenced to NAVD83. Lows and flows 12.2918 to 02-2016. The hydrographic data used in this program are approximate and may not represent currently existing conditions.



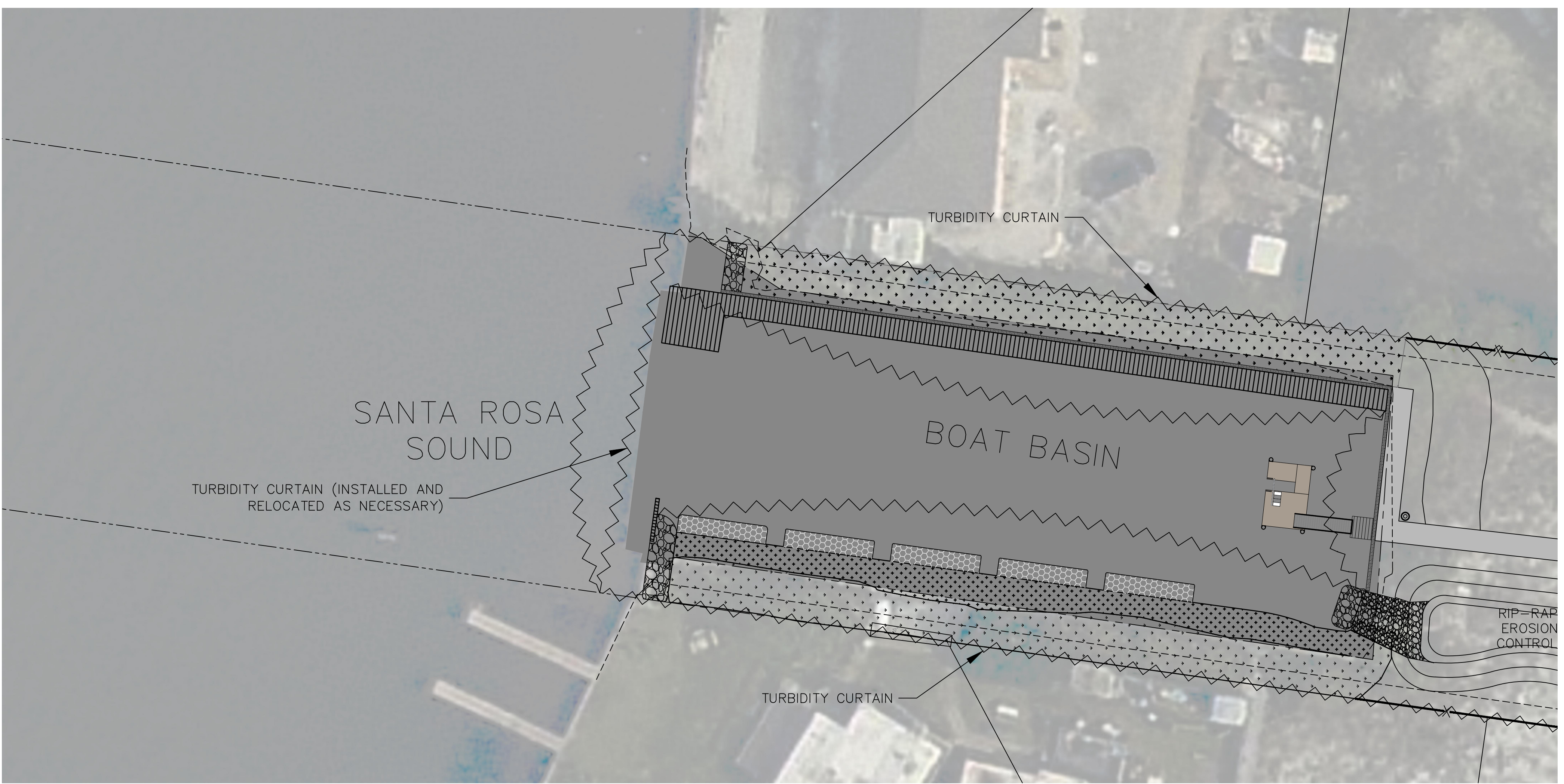
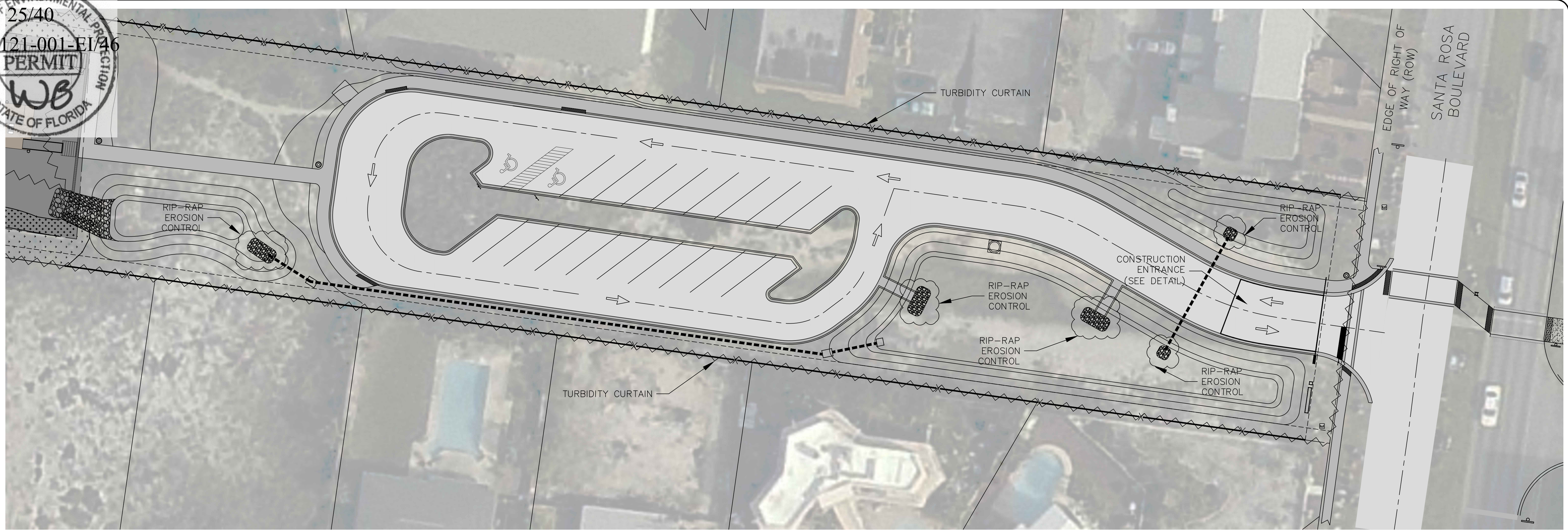
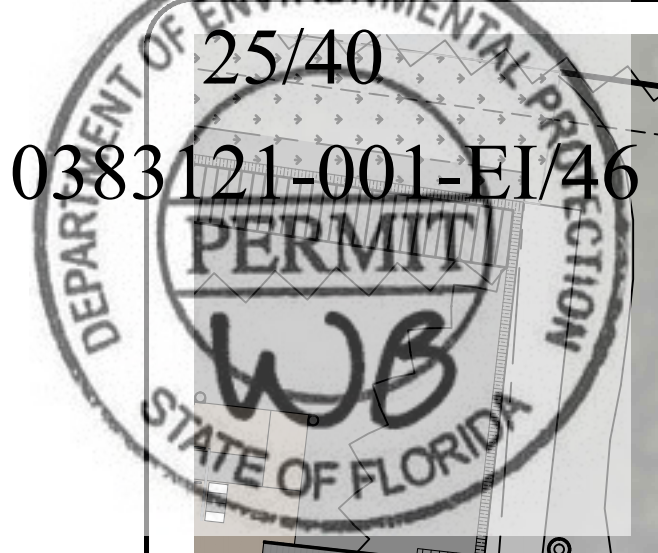
NOTES:

- 1) UTILITIES WITHIN THE RIGHT-OF-WAY ARE FOR INFORMATION PURPOSES ONLY.
- 2) CONTRACTOR IS RESPONSIBLE FOR CONTINUAL REMOVAL OF EXISTING VEGETATION (PHRAGMITES) FOR 365 DAYS UPON COMPLETION OF THE PROJECT.

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DEMOLITION PLAN
Soundside Access No. 2 Amenities
Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

DESIGNED BY: **mrd**
DATE: November 1, 2019
REV DATE: June 30, 2020
REV # 1 DRAWN: CKM
REVIEWED: MRD
PROJECT NUMBER:
17-441.4
SHEET NUMBER:
3



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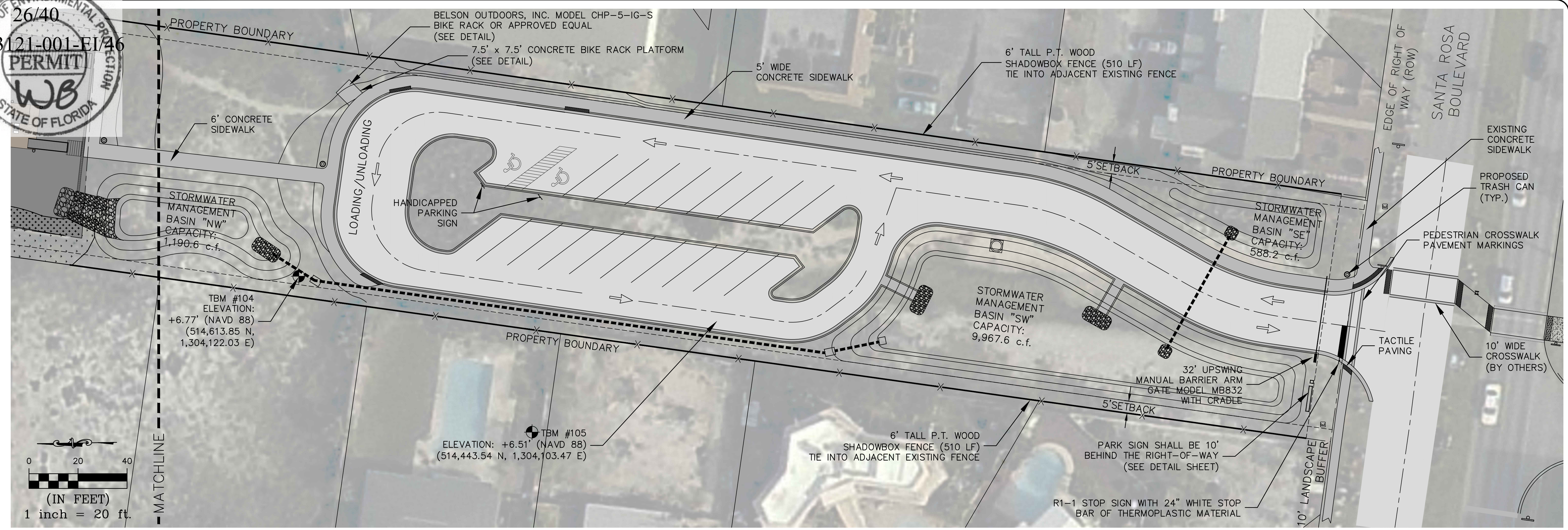
NOTES:

- Drawings are not valid for construction without being placed and sealed.
- Survey by Beverly Engineers, Inc. performed on 06-24-19 and dated 06-25-19.
- Drawing is referenced to NAVD83.
- Elevations referenced to NAVD83. Levels and flows 12-29-16 to 02-2016. The photographic data and the photographs are approximate and may not represent currently existing conditions.



EROSION PLAN
Soundside Access No. 2 Amenities
Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

DESIGNED BY: **mrd**
 DATE: November 1, 2019
 REV DATE: June 30, 2020
 REV # 1 DRAWN: CKM
 REVIEWED: MRD
 PROJECT NUMBER:
17-441.4
 SHEET NUMBER:
5

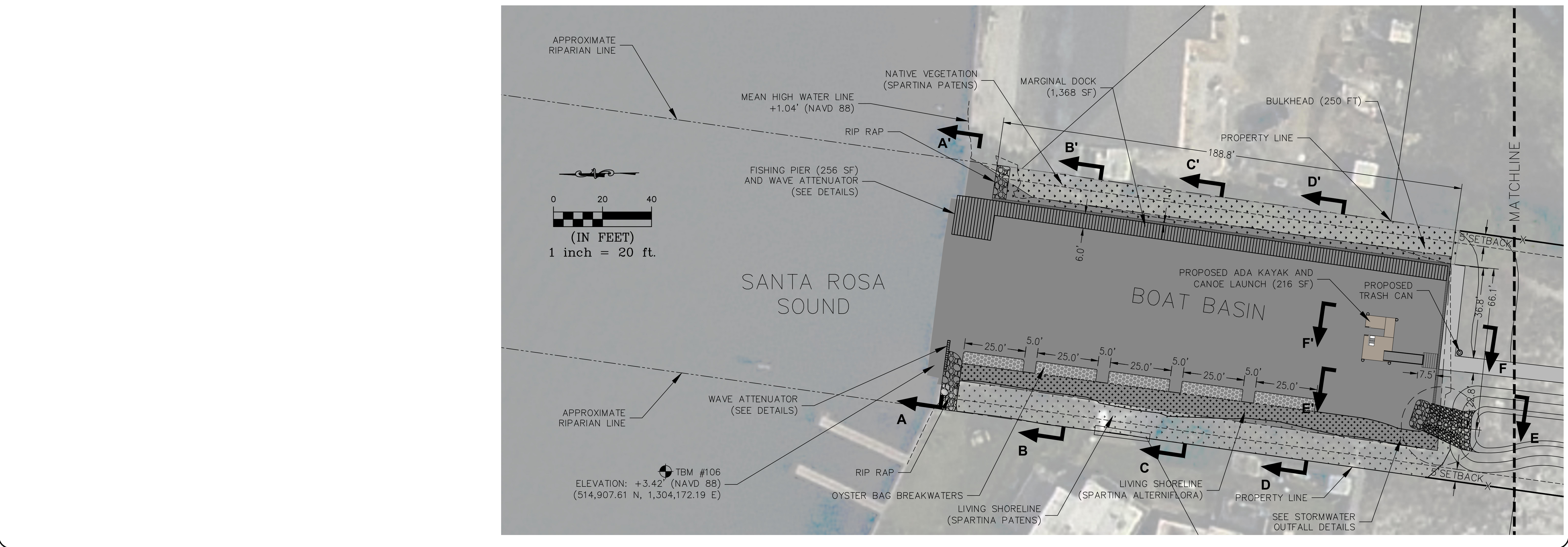


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NOTES:

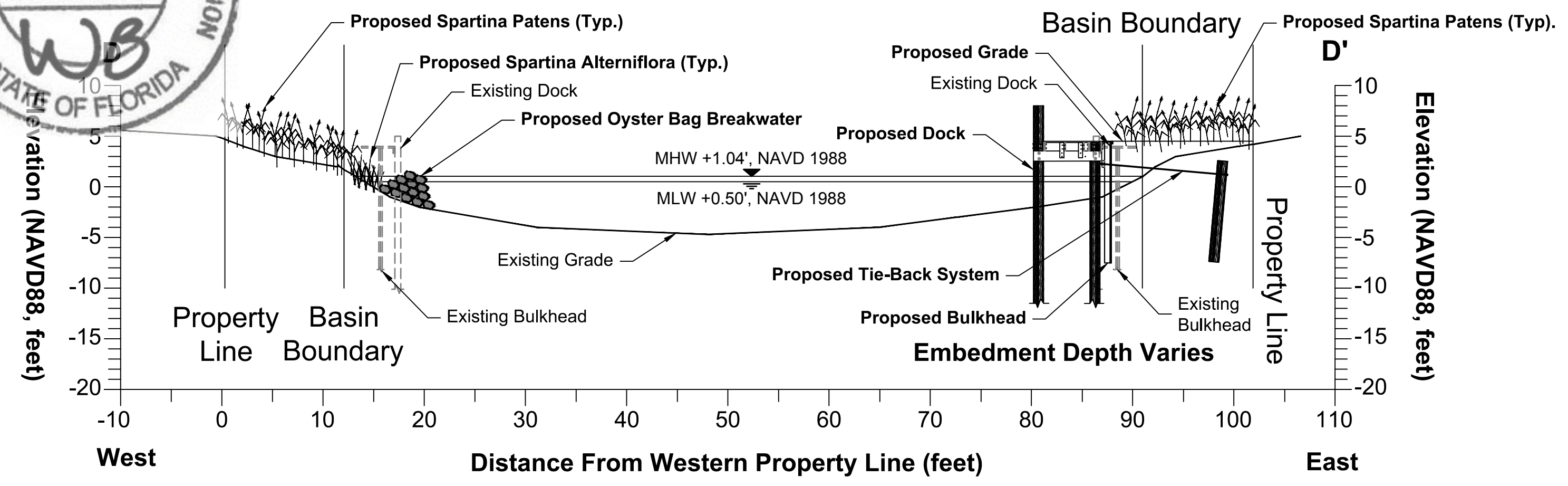
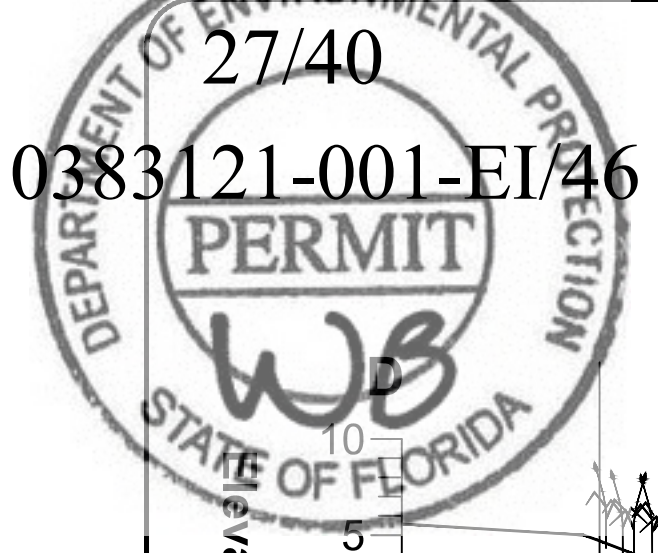
- Drawings are not valid for construction without being signed and sealed.
- Drawings prepared by mrd associates, inc. performed on 06-24-19 and dated 06-25-19.
- Elevations referenced to NAVD88. L-ships and flow 12-2016 to 02-2016. The geographic coordinate system used in this drawing is NAD83.
- Elevation data for this project is approximate and may not represent currently existing conditions.



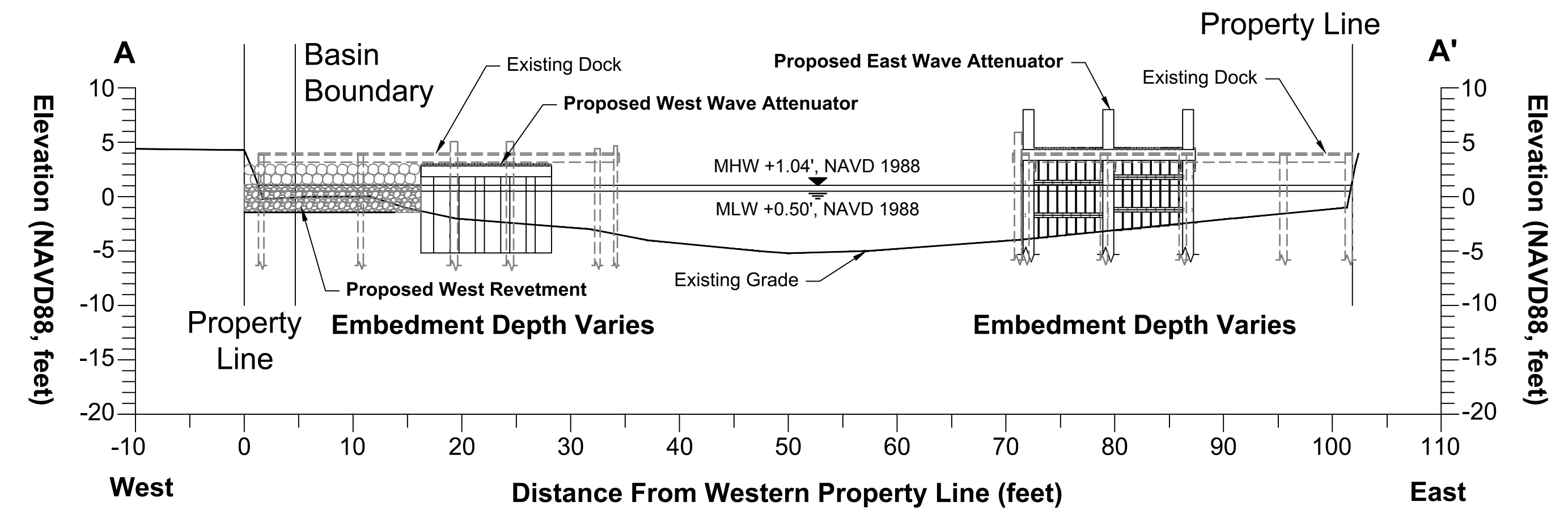
SITE PLAN
Soundside Access No. 2 Amenities

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

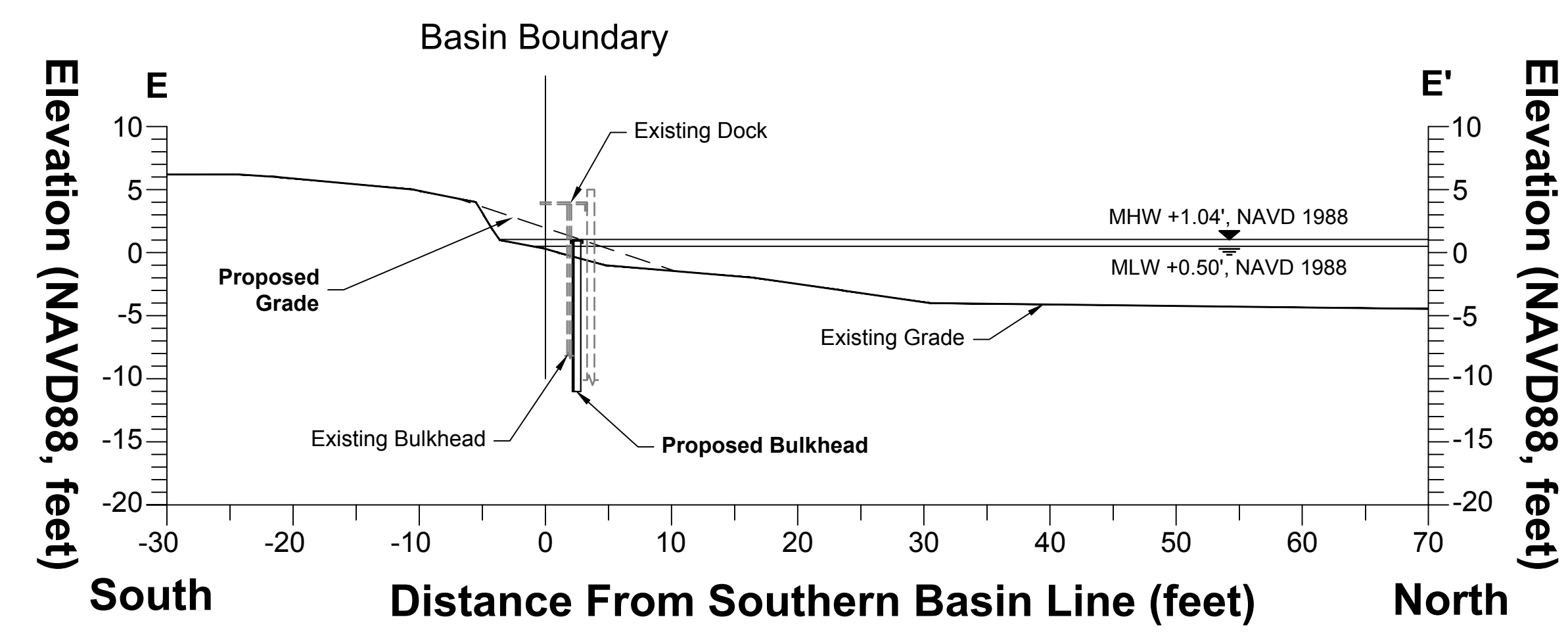
DESIGNED BY: **mrd**
DATE: November 1, 2019
REV DATE: June 30, 2020
REV # 1 DRAWN: CKM
REVIEWED: MRD
PROJECT NUMBER: 17-441.4
SHEET NUMBER: 5



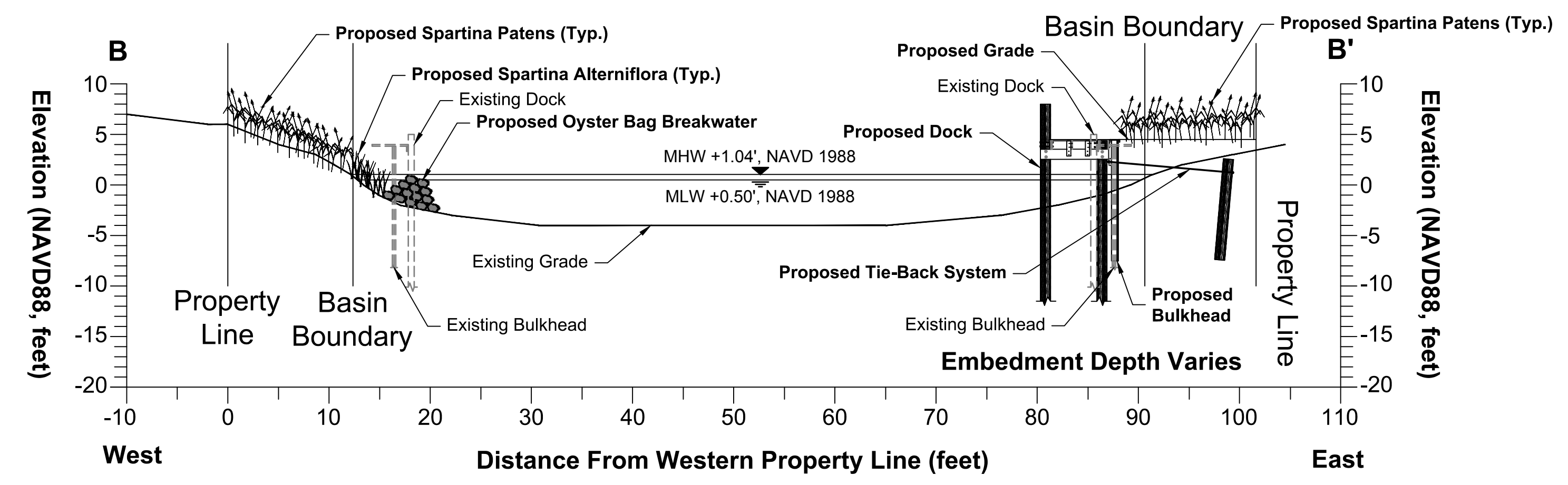
SECTION D-D'
HORIZONTAL SCALE: 1" = 10', VERTICAL SCALE: 1" = 10'



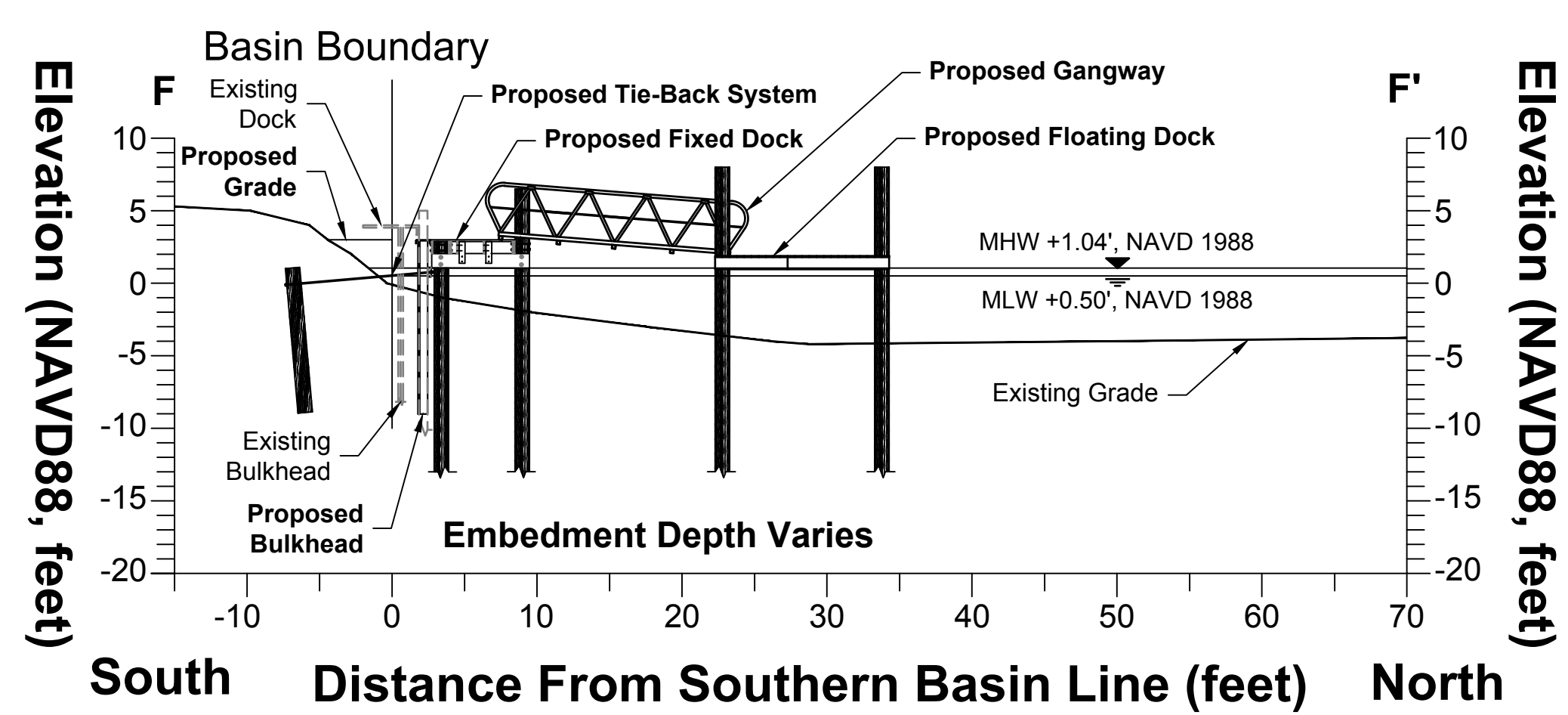
SECTION A-A'
HORIZONTAL SCALE: 1" = 10', VERTICAL SCALE: 1" = 10'



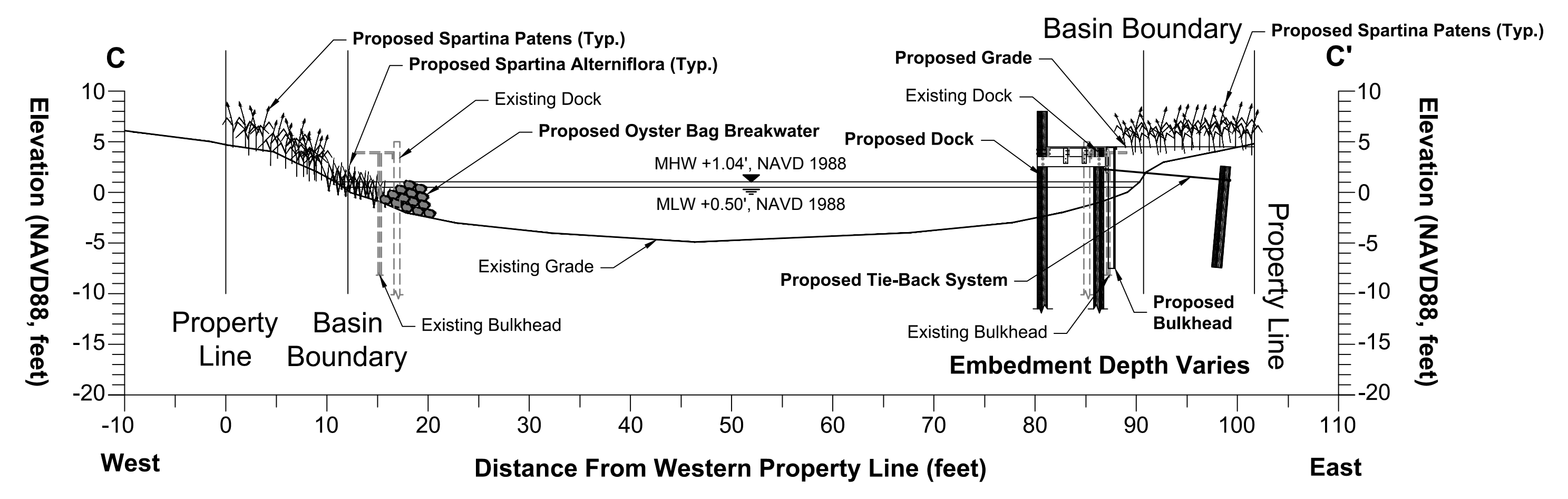
SECTION E-E'
HORIZONTAL SCALE: 1" = 10', VERTICAL SCALE: 1" = 10'



SECTION B-B'
HORIZONTAL SCALE: 1" = 10', VERTICAL SCALE: 1" = 10'



SECTION F-F'
HORIZONTAL SCALE: 1" = 10', VERTICAL SCALE: 1" = 10'



SECTION C-C'
HORIZONTAL SCALE: 1" = 10', VERTICAL SCALE: 1" = 10'

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Coastal, Marina & Water Resources Engineering

NOTES:

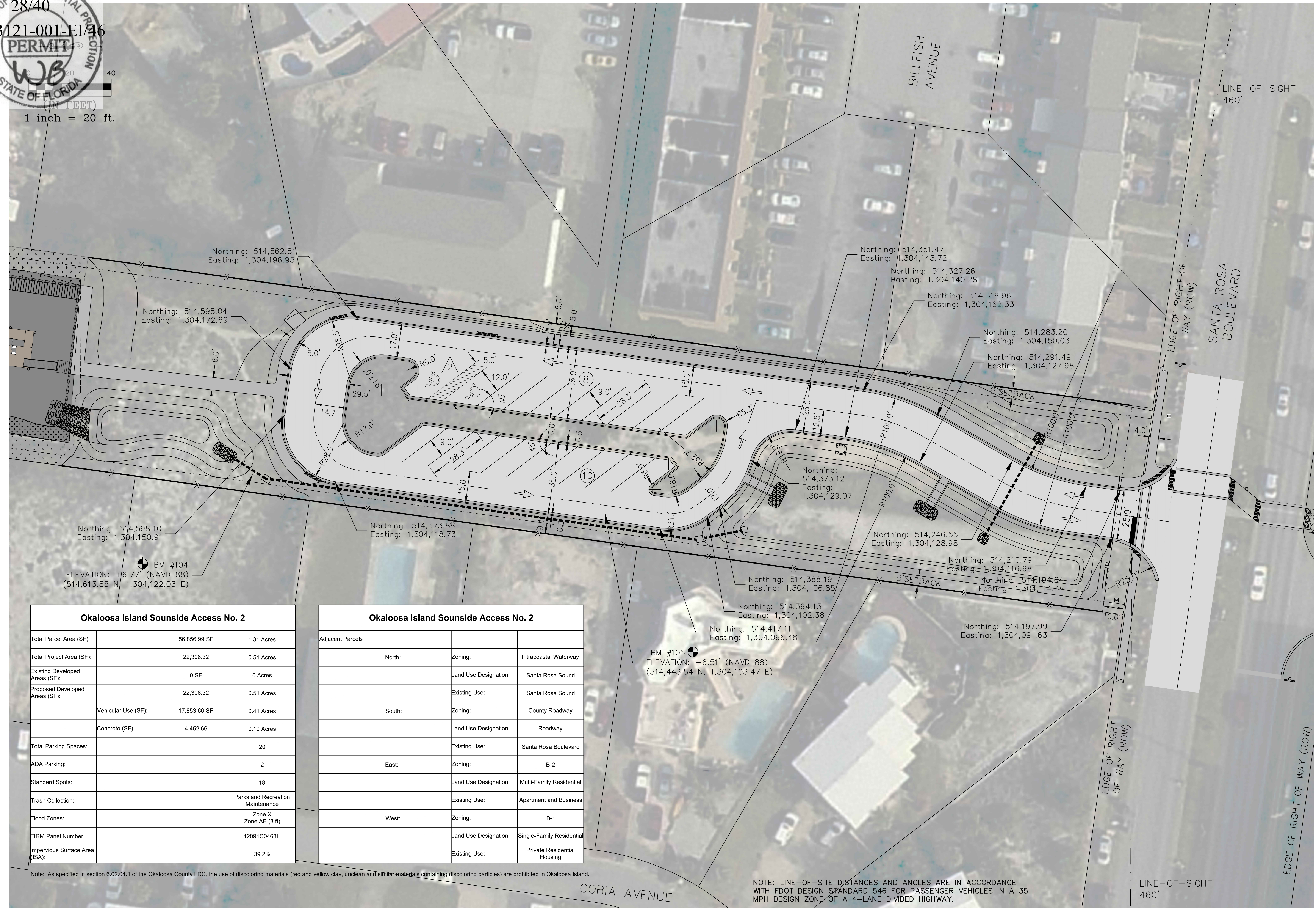
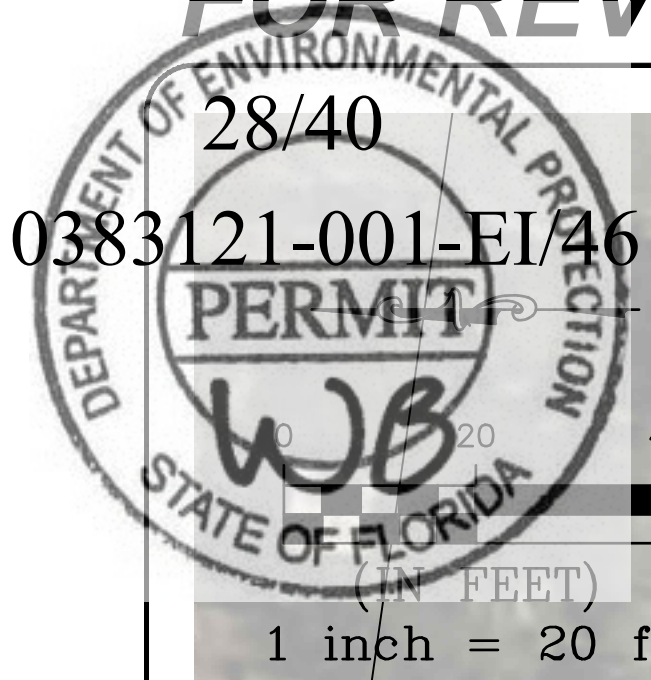
- Drawings are not valid for construction without being signed and sealed.
- Survey performed by Survey Engineers, Inc. performed on 06-24-19 and dated 06-25-19.
- Drawing is referenced to Florida State Plane, North Zone, NAD83.
- Elevations referenced to NAVD88. Labels and from 0.2016 to 02-2016. The
- All property data and dimensions are approximate and may not
- Locations shown on this program are approximate and may not
- represent currently existing conditions.



BOAT BASIN CROSS SECTIONS
Soundside Access No. 2 Boat Basin and Amenities

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

DESIGNED BY:	mrd
DATE:	November 1, 2019
REV DATE:	June 30, 2020
REV #:	1
DRAWN:	CKM
REVIEWED:	MRD
PROJECT NUMBER:	17-441.4
SHEET NUMBER:	6



Okaloosa Island Sounside Access No. 2

Total Parcel Area (SF):	56,856.99 SF	1.31 Acres
Total Project Area (SF):	22,306.32	0.51 Acres
Existing Developed Areas (SF):	0 SF	0 Acres
Proposed Developed Areas (SF):	22,306.32	0.51 Acres
Vehicular Use (SF):	17,853.66 SF	0.41 Acres
Concrete (SF):	4,452.66	0.10 Acres
Total Parking Spaces:		20
ADA Parking:		2
Standard Spots:		18
Trash Collection:		Parks and Recreation Maintenance
Flood Zones:		Zone X Zone AE (8 ft)
FIRM Panel Number:		12091C0463H
Impervious Surface Area (ISA):		39.2%

Okaloosa Island Sounside Access No. 2

Adjacent Parcels	North:	Zoning:	Intracoastal Waterway
		Land Use Designation:	Santa Rosa Sound
		Existing Use:	Santa Rosa Sound
	South:	Zoning:	County Roadway
		Land Use Designation:	Roadway
		Existing Use:	Santa Rosa Boulevard
	East:	Zoning:	B-2
		Land Use Designation:	Multi-Family Residential
		Existing Use:	Apartment and Business
	West:	Zoning:	B-1
		Land Use Designation:	Single-Family Residential
		Existing Use:	Private Residential Housing

Note: As specified in section 6.02.04.1 of the Okaloosa County LDC, the use of discoloring materials (red and yellow clay, unclean and similar materials containing discoloring particles) are prohibited in Okaloosa Island.

NOTE: LINE-OF-SITE DISTANCES AND ANGLES ARE IN ACCORDANCE WITH FDOT DESIGN STANDARD 546 FOR PASSENGER VEHICLES IN A 35 MPH DESIGN ZONE OF A 4-LANE DIVIDED HIGHWAY.

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Coastal, Marina & Water Resources Engineering

NOTES:

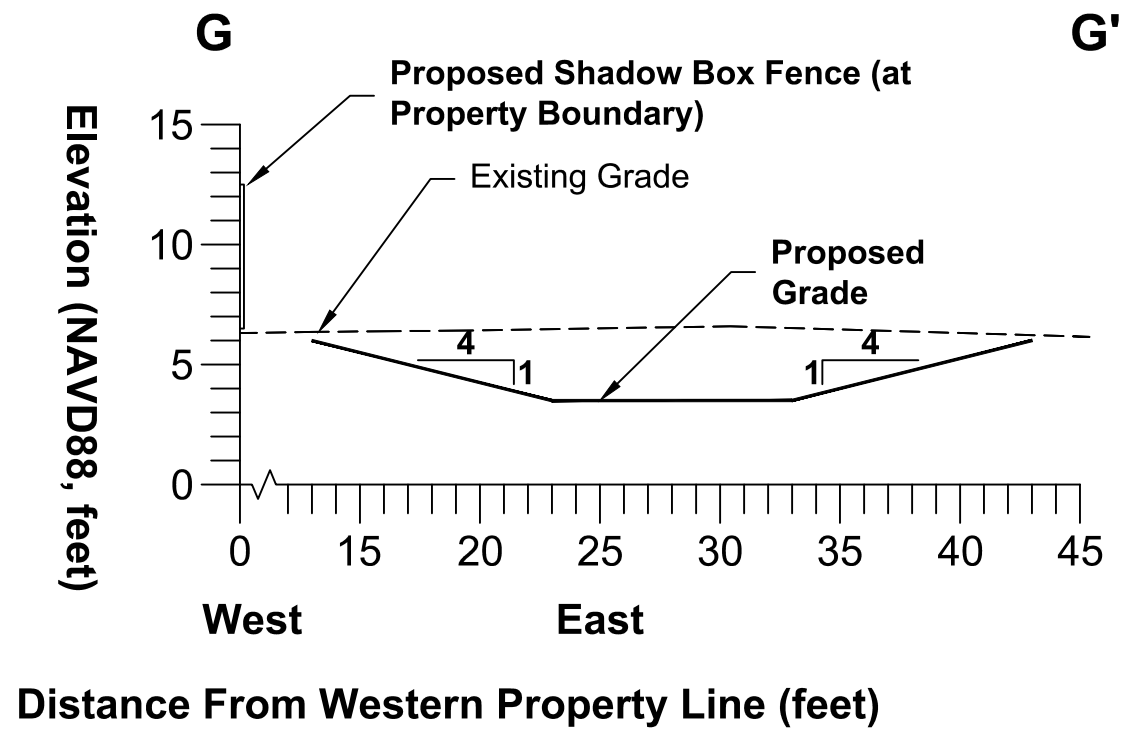
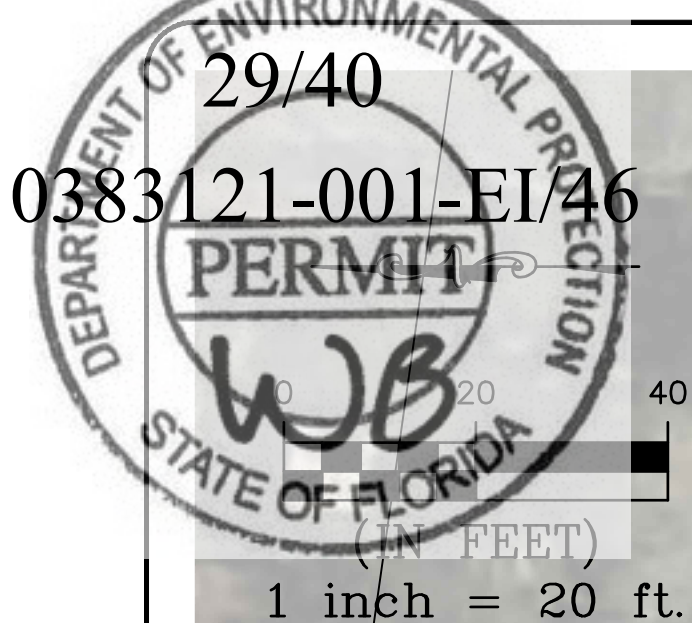
- Drawings are not valid for construction without being signed and sealed.
- Survey by Beverly Engineers, Inc. performed on 06-24-19 and dated 06-25-19.
- Drawing is referenced to Florida State Plane, North Zone, NAD83.
- Elevation is referenced to NAVD83. Labels and flow 12-29-18 to 02-20-16. The
- All proposed utility lines are shown in gray. The locations of these lines are approximate and may not represent currently existing conditions.



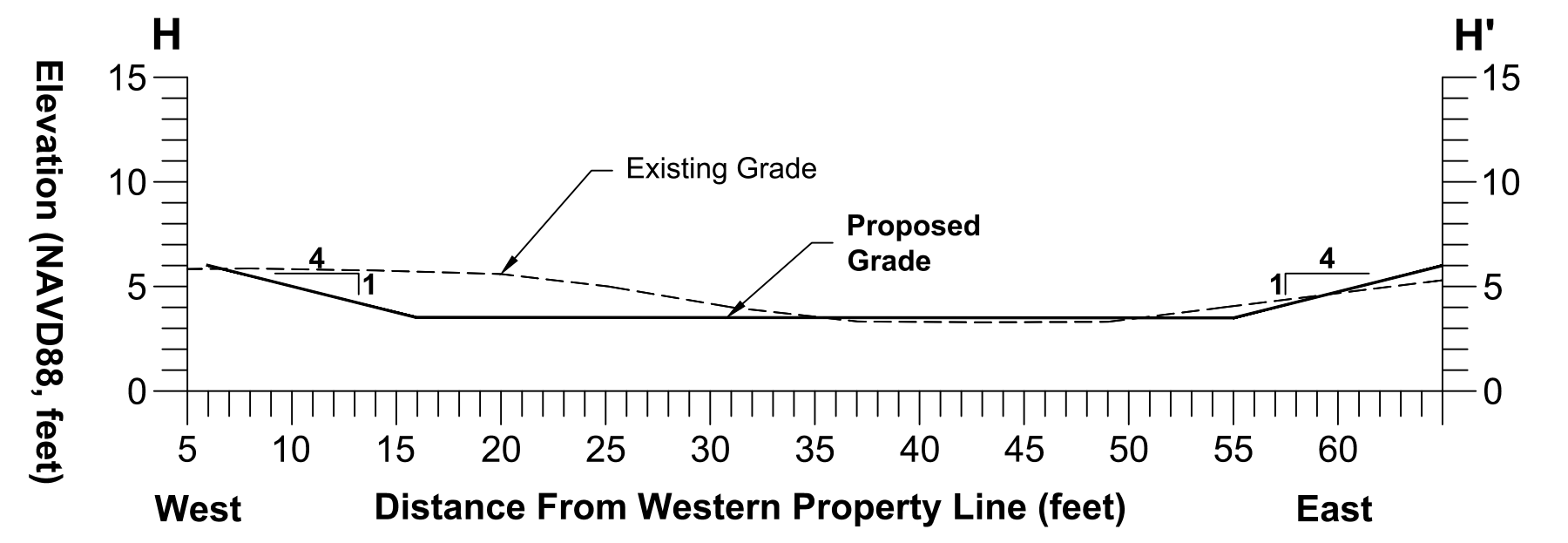
PARKING LOT GEOMETRY PLAN
Sounside Access No. 2 Boat Basin and Amenities

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

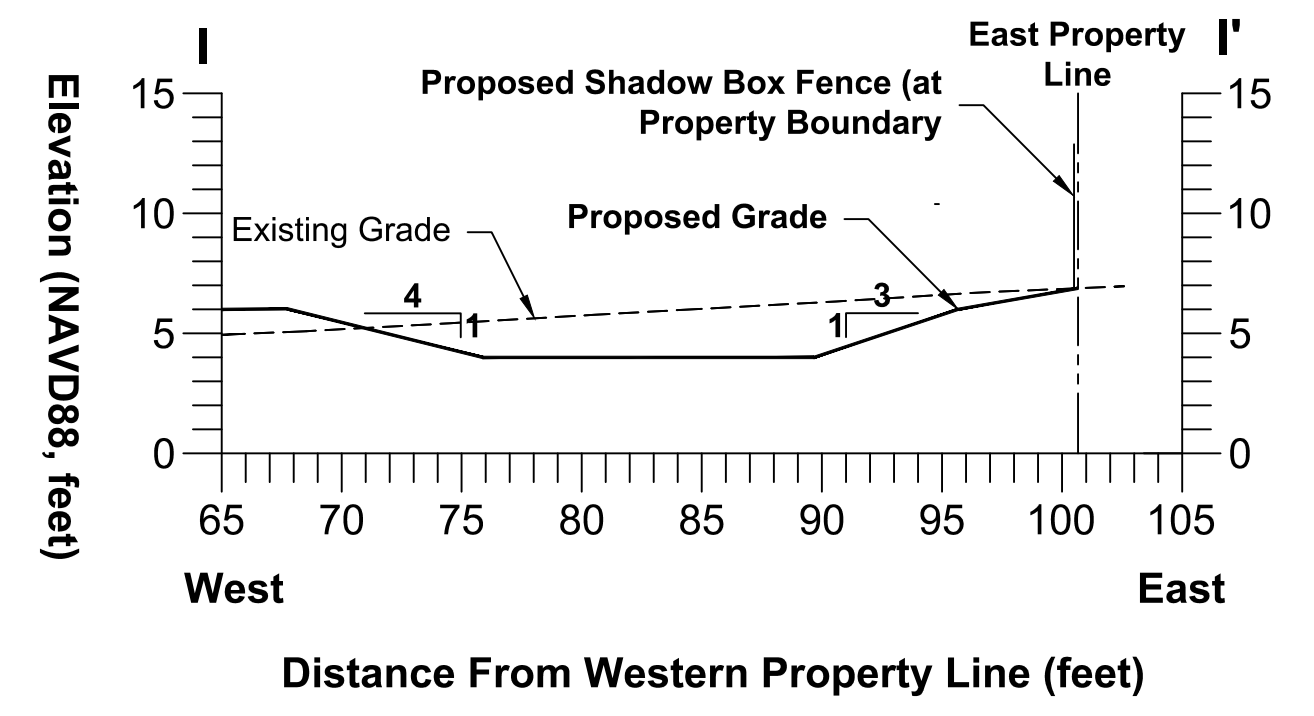
DESIGNED BY: **mrd**
 DATE: November 1, 2019
 REV DATE: June 30, 2020
 REV # 1 DRAWN: CKM
 REVIEWED: MRD
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17-441.4
 SHEET NUMBER:
7



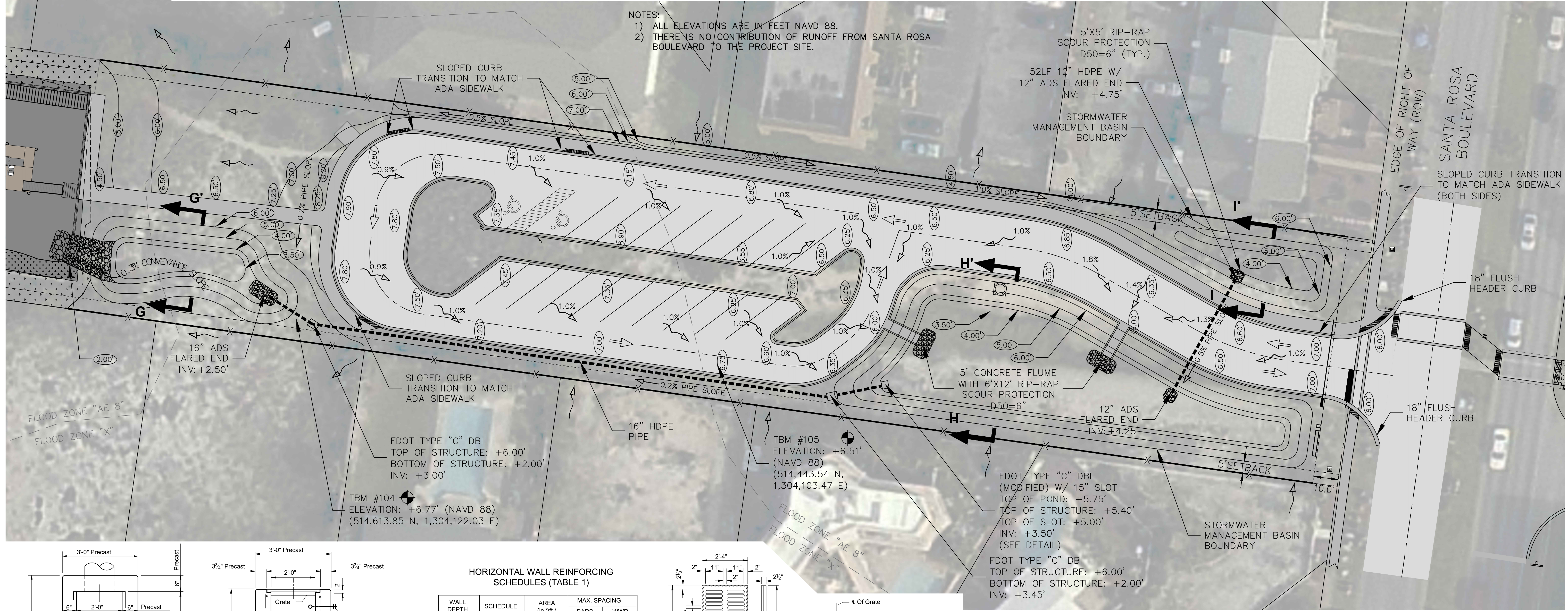
SECTION G-G'
HORIZONTAL SCALE: 1" = 8'
VERTICAL SCALE: 1" = 8'



SECTION H-H'
HORIZONTAL SCALE: 1" = 8'
VERTICAL SCALE: 1" = 8'

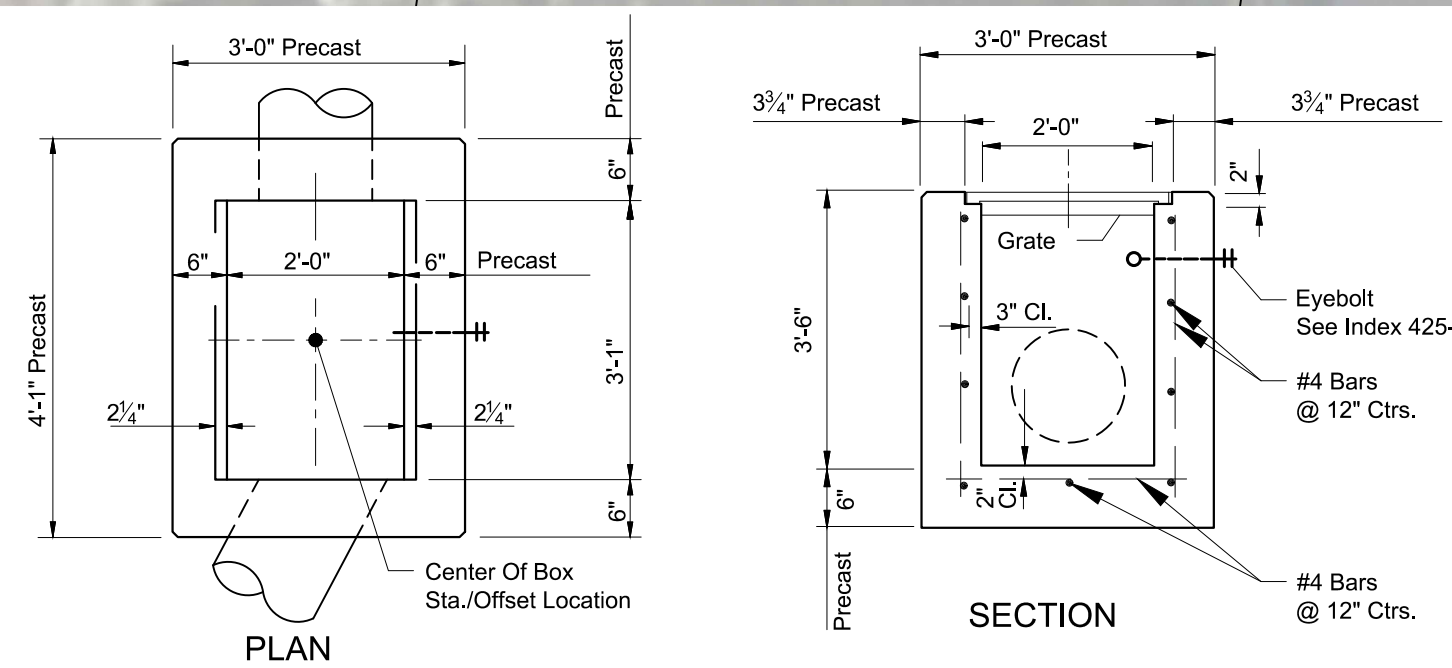


SECTION I-I'
HORIZONTAL SCALE: 1" = 8'
VERTICAL SCALE: 1" = 8'



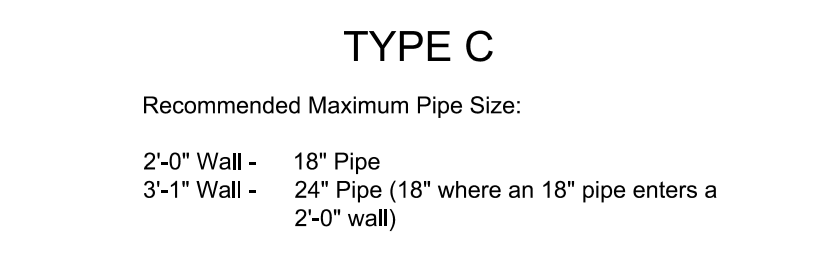
NOTES:
1) ALL ELEVATIONS ARE IN FEET NAVD 88.
2) THERE IS NO CONTRIBUTION OF RUNOFF FROM SANTA ROSA BOULEVARD TO THE PROJECT SITE.

NOTES:
• Drawings are not valid for construction without being signed and sealed.
• Prepared by: mrd associates, inc. performed on 06-24-19 and dated 06-25-19.
• Drawing is referenced to NAVD88, North Zone, NAD83.
• Elevation data was obtained from a topographic survey performed on 05-20-16. The accuracy of the elevation data is approximately ±0.20 feet and may not represent currently existing conditions.

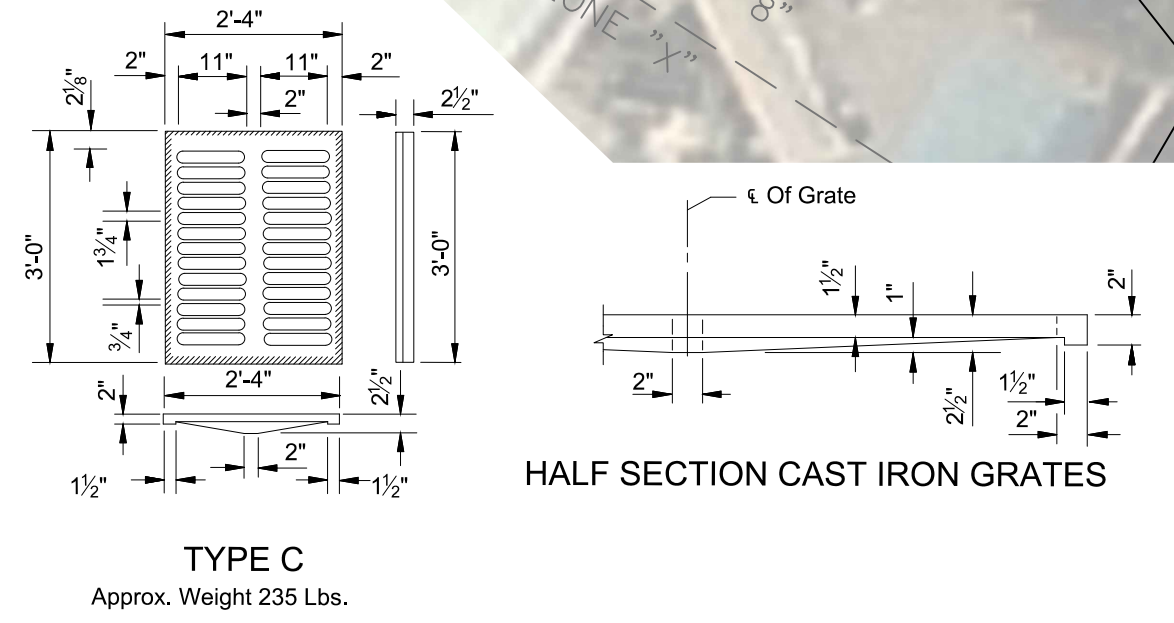


HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 1)

WALL DEPTH	SCHEDULE	AREA (in. ² /ft.)	MAX. SPACING	
			BARS	WWR
0'-15"	A12	0.20	12"	8"



GENERAL NOTES
Recommended Maximum Pipe Size:
2'-0" Wall - 18" Pipe
3'-1" Wall - 24" Pipe (18" where an 18" pipe enters a 2'-0" wall)

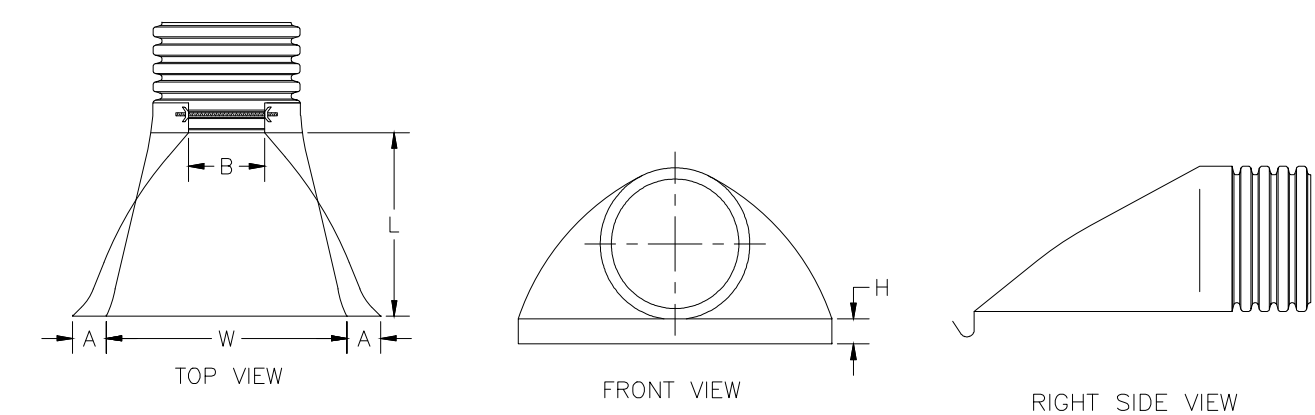


- These inlets are suitable for bicycle traffic and are to be used in ditches, medians and other areas subject to infrequent traffic loadings but are not to be placed in areas subject to any heavy wheel loads. These inlets may be placed in areas subject to occasional pedestrian traffic such as landscaped areas and pavement areas where pedestrians can walk around the inlet.
- Inlets subject to minimal debris should be constructed without slots. Where debris is a problem inlets should be constructed with slots. Slotted inlets located within roadway clear zones and areas subject to pedestrian traffic shall have traversable slots. The traversable slot modification is not adaptable to inlet Type H. Slots may be constructed at either or both ends as shown on plans. Traversable slots shall not be used in areas subject to occasional bicycle traffic.
- Steel grates are to be used on all inlets where bicycle traffic is anticipated. Steel grates are to be used on all inlets with traversable slots. Either cast iron or steel grates may be used on inlets without slots where bicycle traffic is not anticipated. Either cast iron or steel grates may be used on all inlets with
- Recommended maximum pipe sizes shown are for concrete pipe. Size for other types of pipe must be checked for fit.
- All exposed edges and corners shall be 3/4" chamfer or tool to 1/4" radius.
- Concrete inlet pavement to be used on inlets without slots and inlets with non-traversable slots only when called for in the plans; but required on all traversable slot inlets. Cost to be included in contract unit price for inlets. Quantities shown are for information only.
- Traversable slots constructed in existing inlets shall be paid for as inlets partial. For conversion work and method of payment see 'TRAVERSABLE SLOT INLETS (PARTIAL) FOR EXISTING INLETS'.
- Sodding to be used on all inlets not located in paved areas and paid for under contract unit price for Performance Turf, SY.
- For supplementary details see Index 425-001.
- All reinforcing is Grade 60 bars with 2" min. cover unless otherwise noted. Bars to be cut or bent for 1 1/2" clearance around pipe opening. Provide one additional #4 bar above and at each side of pipe opening.

FDOT TYPE C DBI
NOT TO SCALE

The ADS Flared End Section shall be high density polyethylene meeting ASTM D3350 minimum cell classification 213320C.

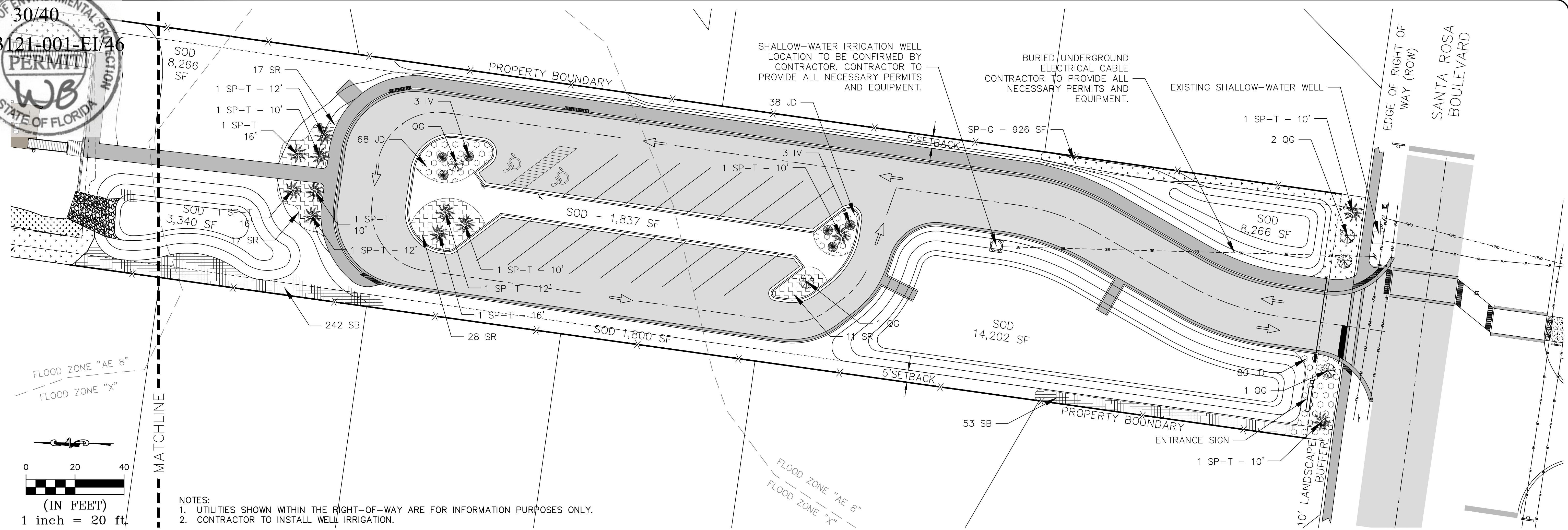
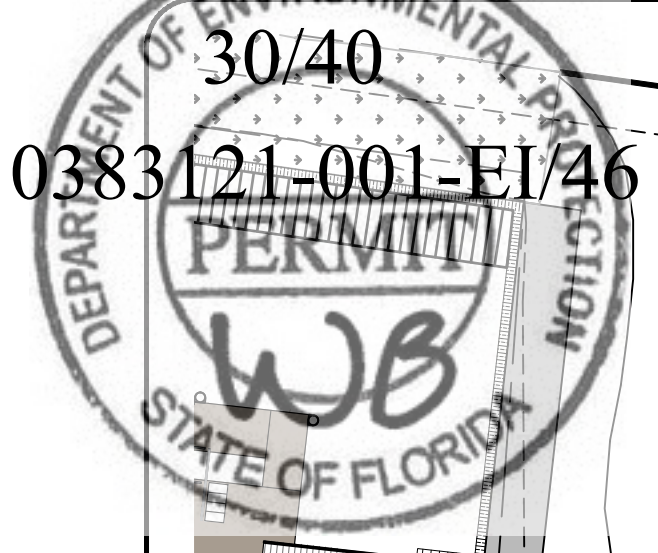
Diameter in (mm)	PIPE DIAMETER, in (mm)		
	12 (300)	15 (375)	18 (450)
A	6.5 (165)	6.5 (165)	7.5 (191)
B (max)	10.0 (254)	10.0 (254)	15.0 (381)
H	6.5 (165)	6.5 (165)	6.5 (165)
L	25.0 (635)	25.0 (635)	32.0 (813)
W	29.0 (737)	29.0 (737)	35.0 (889)



ADS FLARED END DETAIL
NOT TO SCALE

PARKING LOT GRADING AND DRAINAGE PLAN
Soundside Access No. 2 Boat Basin and Amenities
Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

DESIGNED BY: **mrd**
DATE: November 1, 2019
REV DATE: June 30, 2020
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DRAWN: CKM
REVIEWED: MRD
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17-441.4
SHEET NUMBER:
8



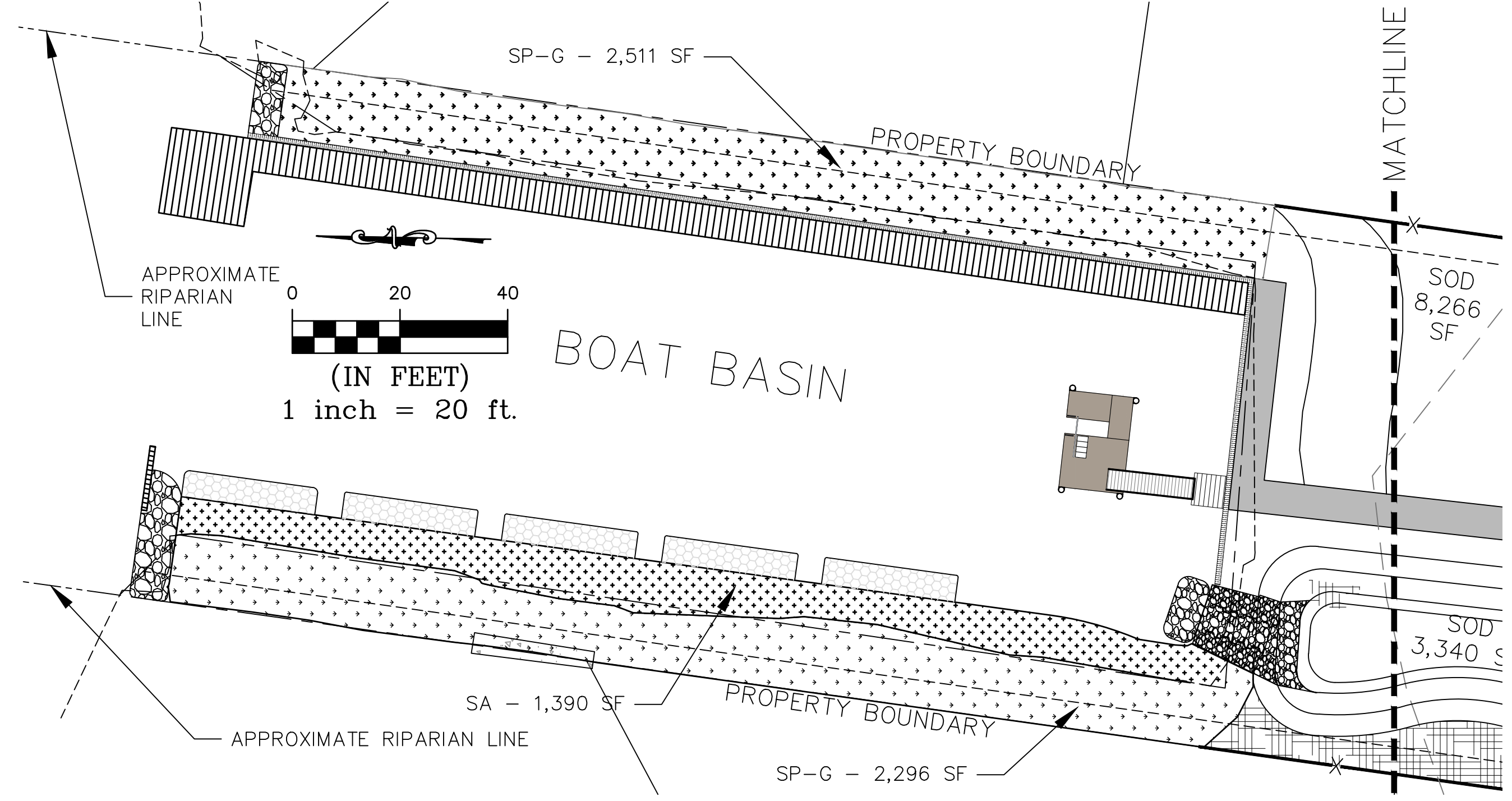
NOTES:
 1. UTILITIES SHOWN WITHIN THE RIGHT-OF-WAY ARE FOR INFORMATION PURPOSES ONLY.
 2. CONTRACTOR TO INSTALL WELL IRRIGATION.

Landscape Plan Summary

Zoning: B4					
Front Perimeter Landscape (10' Wide Strip)				Required	Provided
Perimeter Trees (1 Tree for Each 25 L.F. of VUA Frontage)	(101 L.F. Div. by 25) =	5	5		
(50% of Required Trees Shall Be Shade)	(50% of 5) =	3	5		
(Shrubs, Groundcover, and Turf Grass)	(Minimum 10' Wide Strip)	650 S.F.	985 S.F.		
Parking Lot Landscape				Required	Provided
Canopy Trees (1 Per Each 15 Spaces)	(20 Spaces Div. by 15) =	2	5		
Understory Trees (1 Per Each 10 Spaces)	(20 Spaces Div. by 10) =	2	6		
Shrubs (1 Per Each 4 Spaces)	(20 Spaces Div. by 4) =	5	259		
Landscape Area Requirement				Required	Provided
15% of Total Developed Area	(56,857 S.F. x 15%) =	8,529 S.F.	34,636 S.F.		

Upland Plant Schedule (Excludes Living Shoreline)

Key	Quantity	Botanical Name	Common Name	Minimum Spacing On Center	Pot Size	Minimum Number of Emergent Stems	Minimum Plant Height (Above Root Ball)	Planting Depth (To Top of Root Ball)
Trees								
IV	6	Ilex vomitoria	Yaupon	Per plan	15 gal.	3	4 ft.	Plant to standard
QG	5	Quercus geminata	Sand Live Oak	Per plan	30 gal.	1	7 ft.	Plant to standard
SP-T	12	Sabel palmetto	Cabbage Palm	Per plan	Regenerated root ball	1	Per plan	Plant to standard
Shrubs								
SR	73	Serenoa repens	Saw Palmetto	4 ft.	3 gal.	3	18 in.	1 in.
JD	186	Juniperus davurica	Parsons Juniper	2.5 ft.	1 gal.	4 runners per plant	8 in.	1 in.
Groundcover								
SB	295	Spartina bakeri	Sand Cordgrass	24 in.	1 gal.	6	18 in.	6 in.
SP-G	1,528	Spartina patens	Salt Meadow Cordgrass	18 in.	4 in.	10	16 in.	6 in.
	859			24 in.	1 gal.	15	18 in.	6 in.
Sod								
CD	24,305 S.F.	Cynodon dactylon	Bermudagrass					N/A



Living Shoreline Plant Schedule

Key	Quantity	Botanical Name	Common Name	Minimum Spacing On Center	Pot Size	Minimum Number of Emergent Stems	Minimum Plant Height (Above Root Ball)	Planting Depth (To Top of Root Ball)
Groundcover								
SP-G	1,020	Spartina patens	Salt Meadow Cordgrass	18 in.	4 in.	10	16 in.	6 in.
	574			24 in.	1 gal.	15	18 in.	6 in.
SA	618	Spartina alterniflora	Smooth Cordgrass	18 in.	4 in.	4	16 in.	6 in.
	347			24 in.	1 gal.	6	18 in.	6 in.

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NOTES:
 • Drawings are not valid for construction without being placed and sealed.
 • Sealing by Registered Professional Engineer, Inc. performed on 06-24-19 and dated 06-25-19.
 • Drawing is referenced to NAVD83. Lathings and flows 12-29-16 to 02-2016. The geographic information system data used in this drawing are approximate and may not represent currently existing conditions.



LANDSCAPE PLAN
 Soundside Access No. 2 Boat Basin and Amenities

Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

DESIGNED BY: **mrd**
 DATE: November 1, 2019
 REV DATE: June 30, 2020
 REV # 1 DRAWN: CKM
 REVIEWED: MRD
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17-441.4
 SHEET NUMBER:
9



1.0. GENERAL NOTES

- 1. The Landscape Contractor is solely responsible for quality control of the Work and shall maintain, on site, a planting who can communicate verbally in English with the Engineer. The Landscape Contractor shall coordinate with all other Work that may impact the completion of the plantings.
2. The Landscape Contractor shall verify the location of all existing buried utilities "Line Spotted" at least 48-hours prior to any excavation by calling 811 or 1.800.432.4770 (CALL SUNSHINE). Any damaged utility services will be replaced at the expense of the Landscape Contractor.
3. The Landscape Contractor shall be aware of all surface and sub-surface conditions, be familiar with local planting and growing conditions, use plants that thrive in Okaloosa County, and avoid any conflicts with these conditions notify the Engineer, in writing, of any circumstances that would negatively impact the health of plantings and shall not proceed with Work until unsatisfactory conditions have been corrected.
4. All trees, shrubs and groundcovers shall be guaranteed by the Landscape Contractor to be healthy, and in flourishing condition of active growth for the 365-day Warranty Period. Sod shall be guaranteed to be healthy, free of noxious weeds, disease and insect infestation for the 60-day Warranty Period.
5. All trees and shrubs shall be of the sizes as specified in the plant materials schedule. Any plant materials as determined by the Engineer not meeting the sizes and quality as specified shall be removed and replaced. The Landscape Contractor shall anticipate field adjustments to the locations of plants.
6. All plant materials shall be equivalent to Florida #1 or better as outlined by Grades and Standards for Nursery Plants, Division of Plant Industry, Florida Department of Agriculture and Consumer Services.
7. Types, sizes and quantities listed on the schedule shall govern. The Landscape Contractor shall verify that the quantities indicated will provide the coverage as specified and report any discrepancies at the time of bidding to the Engineer.
8. The Landscape Contractor shall include the cost of the fertilizer, hydrating gel and initial irrigation within the installed planting unit bid price.

2.0. DEFINITIONS

- 1) Defective Plant: Any plant that fails to meet the plant quality requirement of this specification.
2) End of Warranty Final Acceptance: The date when the Engineer accepts that the plants and work in this section meet all the requirements of the warranty.
3) Healthy: Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural description as adjusted for the planting site soil, drainage, and weather conditions.
4) Maintenance: Actions that preserve the health of plants after installation as defined herein.
5) Maintenance Period: The time period, as defined in these Specifications, which the Landscape Contractor is to provide maintenance.
6) Planting Unit: For the purpose of this project, the term "planting unit" refers to vegetative material of any individual, viable, nursery-grown plant installed within a single hole created in the project area. Planting unit species and size vary in accordance with these Drawings and Specifications.
7) Reasonable and Reasonably: In reference to plant quality, the conditions will not affect the establishment or long-term stability, health or growth of the plant. When used in relation to other issues such as weeds, diseases, and insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management.

3.0. SUBMITTALS

- 1) The Work Plan shall include: construction schedule, propagation schedule and methods, hydrating gel and fertilizer specifications, materials, staging areas and access requirements, coordination with other trades, work force and equipment, and the qualifications of supervisor(s). Documentation of the planting unit(s) sources including collection permits and any other required will be included in the Plan.
2) The Watering Plan will list the watering equipment, detail the proposed number of irrigation events, irrigation methodology, equipment, water source, labor, required time, notifications, and the physical condition(s) of the planting units that signal the need for maintenance irrigation.
3) The Landscape Contractor shall notify the Engineer: i) at least 7-days prior to project mobilization, commencement of installation, project completion, inspections, and demobilization; ii) at least 7-days before the scheduled 90-day and 365-day vegetation inspections; iii) 48-hours prior to the application of initial or maintenance irrigation; iv) at least 48-hours prior to the suspension of Work; and v) immediately for any work stoppages resulting from environmental impacts (e.g., wildlife impacts, fuel spills, etc.), permit violations, property owner disputes, safety violations, etc.
4) Submit (2) 1/2 cubic foot samples of proposed topsoil material with Test Report from a commercial soil testing laboratory with analysis of the following: available Phosphorus, exchangeable Potassium, Magnesium and Calcium, soil pH (water and buffer), cation exchange capacity and percent base saturation of cation elements, plus Sulphate Sulphur, Boron, Zinc, Manganese, Iron, and Copper, organic matter, soil texture and soluble salts. The Soil Test Report for pH will include recommendation for pH adjustment for all landscape planting area, imported topsoil and planting backfill mix. Pre-Approved Testing Laboratory: Waters Agricultural Laboratories, Inc., 257 Newton Highway, Camilla, GA. 229-336-7216.
5) Submit the required manufacturer's information certifying that soil amendments meet the specifications.
6) Before delivery of planting materials, certification documentation that the planting materials meet all the requirements (i.e., plant source, plant size, plant age, plant grade, etc.) in these Specification. The source documentation will include collection permits or contracts from the DEP, the U. S. Department of Agriculture, or other comparable documents.
7) The Landscape Contractor shall submit complete Shop Drawings for approval of the Permanent Irrigation System prior to installation showing size, type and location of all components along with manufacturer's data sheets. Prior to final inspection, submit two copies of written operating and maintenance instruction, complete parts list and As-Built Drawings.

4.0. IRRIGATION SYSTEM

- 1) Each planting unit shall be initially watered the same day it is installed. The Landscape Contractor shall be fully responsible to ensure that adequate water is provided to all plants from the point of installation until the date of Substantial Completion Acceptance. The Landscape Contractor will be allowed to "water in" (initially irrigate) all newly installed planting units such that the root zone of all newly installed planting units is thoroughly saturated. The Landscape Contractor is responsible for all aspects of the irrigation to ensure the specified survival rate as specified herein. The Landscape Contractor shall apply irrigation to the planting areas utilizing a non-destructive, non-scouring methodology, and be responsible for any damages associated with the initial irrigation. The Landscape Contractor will be responsible for obtaining and applying all irrigation water required for the initial irrigation. All water shall be fresh and free from injurious amount of oil, acid, alkali salts or other materials harmful to the growth of the plants. The Landscape Contractor will be responsible for obtaining approvals and coordinating with local agencies if the use of local hydrants is proposed.
2) Permanent Irrigation System: The Landscape Contractor shall be responsible to design and install a completely automated, electronic irrigation system for all landscaped and grassed areas shown on Planting Plan, including a well and pump of sufficient capacity and pressure for proper operation of the system. The maximum Chloride content of water shall not exceed 450 PPM and Iron content shall not exceed 0.3 PPM. The system will provide 100% coverage of the planting and lawn areas, with adequate water to sustain healthy plant growth under drought conditions. The system will comply with all applicable laws, ordinances and codes.

5.0. SOIL SPECIFICATIONS

- 1) Imported Top Soil, if needed for landscape planting, shall be obtained from sources that comply with the Okaloosa County White Sand Ordinance.

- 2) Prior to soil preparation, areas to be sodded shall be brought to final grade in accordance with the approval plan. These operations shall leave as much topsoil as possible or replace the topsoil to a depth of 4 inches.
3) Remove stones over 1 1/2" in diameter and shall be clear of trash, debris, sticks, roots, branches, rubbish and other extraneous matter from all lawn areas. branches, stones and clods in excess of 2 inches in length or diameter. Sod shall not be applied to gravel or other non-soil surfaces.
4) Roto-till soil 4" deep and rake lawn areas to a smooth even surface. In areas to be sodded, allow for sod thickness, providing a finish grade 2" below adjacent pavement. Any irregularities in the soil surface resulting from topsoil or other operations shall be filled or leveled in order to prevent the formation of depressions or water pockets.
5) Planting Soil Backfill Mix for tree pits, shrubs and groundcovers. Mix 75% existing topsoil to 25% soil admixture comprised of 1/3 parts aged pine bark, 1/3 parts composted cow manure and 1/3 parts finished mushroom compost and soil amendments as required to bring the pH to between 5.5 and 6.5. Pre-approved source for backfill mix: Graco Fertilizer Company, (229) 377-1602.
6) Topsoil Material: Indigenous to the area suitable for plant growth that is free of weeds, roots, stumps, rocks larger than 2" in diameter, organic muck, hard pan, toxic substances detrimental to plant growth, and construction debris such as limerock, concrete, and asphalt pieces. Deliver in normally moist condition.
7) Fertilizer: For plant beds use 8-8-8 ratio, and for lawn areas use 16-4-8 ratio, each with at least 25% of the Nitrogen in a water insoluble organic slow release form. Lime and fertilizer shall be incorporated into the top 2 to 4 inches of the soil. Apply fertilizer over prepared soil in all areas to be sodded except slopes adjacent to water's edge. Apply material at a rate of 6 lbs. per 1,000 square feet. Second application - as specified under lawn maintenance and warranty.
8) Prior to planting, moisten prepared lawn areas if dry. New seedlings shall be supplied with adequate moisture. Irrigate areas to be sodded with a minimum of 1/2 inch of water unless recent rains have provided equivalent moisture. Supply water as needed, especially late in the season, in abnormally hot or dry weather, or on adverse sites. Water application rates shall be controlled to prevent runoff.

6.0. SEED AND SOD SPECIFICATIONS

- 1) Seeding and sod shall not be established on slopes that are unsuitable due to soil texture, poor internal structure or drainage, volume of overland flow, or excessive steepness, until measures have been taken to correct these problems.
2) Seeding:
a) All disturbed areas of the project site that are not identified to be sodded shall be seeded.
b) Apply quick growing / temporary seed uniformly with certified seeding with a mixture of annual and perennial plant species:
i. Cool season plantings shall contain 1.4lb./1000 sf of Pensacola Bahia and 0.9lb./1000sf Ryegrass.
ii. Warm season plantings shall contain 1.4lb./1000 sf of Pensacola Bahia and 0.9lb./1000sf of Browntop Millet.
c) Seeding shall be applied uniformly in accordance with the manufacturer's recommendations and sound horticultural practices. The seed can be applied uniformly with a cyclone seeder, drill, culti-packer seeder, or hydro-seeder on a firm, friable seedbed. Maximum seeding depth shall be 1/4 inches.
d) Rake soil to cover seed with 1" to 2" of soil, roll lightly and water with a fine spray to avoid washing.
3) Sodding:
a) Sod species shall be Cynodon Dactylon, "Bermudagrass".
b) Sod shall be harvested, delivered, and installed within a period of 36 hours.
c) Sod shall not be cut of laid in excessively wet or dry weather.
d) Sod shall be machine cut at a uniform soil thickness of 3/4 in., plus or minus 1/4 in. at the time of cutting. This thickness shall exclude shoot growth and thatch.
e) Pieces of sod shall be cut to the supplier's standard width and length, with a maximum allowable deviation in any dimension of 5%. Torn or uneven pad shall not be acceptable.
f) Standard size section of sod shall be strong enough to support their own weight and retain their size and shape when suspended from a firm grasp on one end of the section.
g) The first row of sod shall be laid in a straight line with subsequent rows place parallel to and butting tightly against each other. Lateral joints shall be staggered to promote uniform growth and strength. Care shall be exercised to insure the sod is not stretched or overlapped and that all joints are butted tight in order to prevent voids which would cause drying of the roots. Work topsoil into minor joints.
h) On slopes 3:1 or greater, or wherever erosion may be a problem, sod shall be laid with staggered joints and secured by pegging or other approved methods, Sod shall be installed with the length perpendicular to the slope (on the contour). Begin laying sod at the bottom of the slope and work uphill.
i) Roll entire sodded area with a 200 lb. roller and tamped to provide firm contact between roots and soil.
j) Water sod immediately after rolling. Thereafter water sufficiently to keep soil moist to a depth of 4" until established.
4) Sod and Seed Coverage Maintenance:
a) Inspect the vegetated areas weekly for signs of poor or no germination and indications of erosion. Areas which fail to establish vegetative cover adequately to prevent rill erosion shall be filled in with proper topsoil and re-seeded as soon as such areas are identified.
b) Areas where seeding and sodding have been established shall be mowed every two weeks.
c) Seeding shall be fertilized on year after planting to insure proper stand density.

7.0. LANDSCAPE SPECIFICATIONS

These specifications include, but not limited to the living shoreline, shrubs, trees, ground covers.

- 1) Execution
a) Planting Layout:
i. The Landscape Contractor shall lay out the locations of the proposed vegetation areas in accordance with the Drawings and clearly staked for approval by the Engineer, prior to planting.
ii. All shrub material shall be planted in staggered rows spaced at the on-center dimension.
iii. Minor adjustments in the layout may be required and these adjustments may not be apparent until some or all of the plants are installed. The Landscape Contractor will adjust as required by the Engineer including relocating previously installed plants.
iv. The Landscape Contractor shall observe each plant after delivery and prior to installation for damage of other characteristics shall be rejected and not installed.
v. No more plants shall be distributed about the planting bed area than can be planted and watered on the same day.
2) Plant Materials
a) The source of all planting units will be limited to seeds and propagated plants collected from South Alabama and Florida Gulf coasts or if collected from any other area will be rejected.
b) The native plant species listed in accordance with these Drawings and "Planting Species, Size, and Spacing" and "Planting Quantities" tables estimate the number of planting units that will shall be supplied and installed by the Landscape Contractor. The Landscape Contractor is required to verify the number of plants required to plant and fully cover the identified planting areas.
c) Height of planting units, measured from the top of the root ball to the apical meristem, shall meet the minimum requirements and number of healthy emergent stems listed in the "Planting Dimensions" table.
d) Planting units shall be delivered to the work site in the containers in which they were grown. Each packaging unit delivered to a work site will be subject to inspection and counting.

- e) When the plants are pulled from the container, the roots shall support the soil volume of the container with minimal soil loss. The Engineer may require the Landscape Contractor to perform such demonstrations prior to planting.
f) Planting units shall be of sufficient age to develop healthy root systems throughout the soil medium within each planting container in accordance with best horticultural practices.
g) The Landscape Contractor shall coordinate delivery to ensure planting units are installed within 5-days of the plant being "pulled" at the nursery. Prior to shipping, roots should fill the entire volume of the container, but should not be root bound. When pulled from the container, the roots shall support the soil volume of the container with minimum soil loss.
h) All planting units shall be of the highest quality, healthy and shall have moist, vigorous root systems free of rot, disease, or discoloration at the time of delivery and installation. Planting units not meeting these specifications will be rejected and shall be immediately removed from the site and acceptable replacement plants provided at no cost to the Owner.
i) The root ball shall be properly moistened to prevent desiccation. All planting units shall be handled, packed, transported, and stored at the installation site in such a manner as to ensure protection against desiccation, thermal stress, disease, or physical damage.
3) Planting Depth and Spacing
a) The Landscape Contractor shall install all planting units at a minimum depth of 6 inches, as measured from the top of the root ball to the sand surface, and if not installed at or below this depth will be rejected.
b) Planting units may be staggered between planting units and the spacing requirements (+/- 6 inches) may be modified for up to 25% of the plants to achieve a more natural look.
c) The planting units will be installed by hand labor and tools (spades, shovels, hand-held augers, etc.) and shall fully cover the planting areas shown in the Drawings. Planting units shall be installed up to existing vegetation, structures, parking, driveways, sidewalks or access paths.
d) Mounding of soil around plants to provide specified burial depth will not be permitted.
4) Soil Amendments
a) Fertilizer: No fertilizer is allowed waterward of the MHWL. Slow release (90-day) pelletized Osmocote fertilizer, or approved substitute, with an N:P:K ratio of 18-6-12, plus trace elements shall be mixed into the bottom of the hole beneath the root zone of each planting unit during installation in accordance to standard industry practice and the manufacturer's specifications for each varying plant species and size. Dipping the root ball in the fertilizer prior to installation will not be permitted.
b) Hydrating Gel: No hydrating gel is permitted below the MHWL. A hydrating gel such as Stockosorb or similar product shall be used to prepare the plants for installation of the planting unit according to and the manufacturer's specifications and standard industry practice for each varying plant species and size. Dipping the root ball in a hydrating gel/fertilizer mixture prior to installation will not be permitted.
5) Finish
a) Apply 2 1/2 inches of mulch (after setline) to all planting restoration areas. Planting Bed and Tree Mulch: Pine straw will be clean and bright, and free of weeds, sticks, and other debris.
b) After plants are installed, each tree shall have 1/2 lbs. of 8-8-8 fertilizer applied per caliper inch.
c) All trees shall be staked and guyed as shown to maintain vertical alignment.
d) All trees placed in lawn or planting areas shall be installed with a minimum 3-foot diameter circle of mulch, unless otherwise shown on the DRAWINGS. Sod shall be removed.

8.0. PLANT MAINTENANCE AND SUBSTANTIAL COMPLETION

During the project work period and prior to Substantial Completion Acceptance, the Landscape Contractor shall maintain all plants. Maintenance during the period prior to Substantial Completion Acceptance shall consist of watering, weeding, resetting plants to proper grades and upright position, and any other measures necessary to keep plantings in healthy condition.

- 1) Once the Landscape Contractor completes the installation of all items in this section, the Engineer will observe all work for Substantial Completion Acceptance upon written request of the Landscape Contractor. The request shall be received at least 7-calendar days before the anticipated date of the site visit.
2) Substantial Completion Acceptance by the Engineer shall be for general conformance to specified size, character, and quality and not relieve the Landscape Contractor of responsibility for full conformance to the contract documents, correct species and survival rate requirements.
3) Any plants that are deemed defective as defined by the Engineer under the guidelines provided herein shall not be accepted.
4) The Engineer will provide the Landscape Contractor with a notice of Substantial Completion including the Warranty Period.
5) The Warranty Period shall continue for 365 days. All plants shall be Warranty to meet all the requirements for plant quality at installation in these Specifications. The Landscape Contractor shall replace defective WORK and defective plants that do not meet these Specifications as determined by the Engineer.

9.0. PLANT WARRANTY

- 1) Inspections will be conducted on 90-day intervals throughout the establishment period to assure all planting are being maintained in a condition of good health and active growth. Any dead or dying plants shall be promptly removed and replaced within 3 weeks following the date of inspection. Failure to replace planting within the 3-week period will extend the warranty period one day for each day of delay. The Owner reserves the right to substitute replacement plants with alternative plant species of equal value throughout the Warranty Period, if desired. Alternative species replacements shall remain within the same Warranty Period as initiated from the date of initial acceptance for all other planting. During this period, the Landscape shall reset settled plants to proper grade and position and tighten or repair guys and stakes as necessary. Re-mulch trees and beds as necessary to maintain a 2 1/2" mulch layer (after settling) throughout the establishment period.
2) Lawn Maintenance and Warranty: Maintain lawns for a minimum period of 60-days after initial acceptance; Water lawn sufficiently to maintain moist soil to a depth of 4" until final acceptance; Mow lawns when sod is firmly rooted and top growth exceeds 4". Mow to a height of no less than 2 1/2" and Fertilize lawns 6 weeks after planting with a 16-4-8 at a rate of 6 lbs. per 1,000 square feet.
3) Defective Plants shall be removed immediately upon notification by the Engineer and replaced without cost to the OWNER, as soon as weather conditions permit and within the specified planting period. The Landscape Contractor is not responsible for replacing plants, after Substantial Completion Acceptance and during the warranty period, that are removed by others, lost or damaged by a third party, vandalism, natural disaster or abnormal weather conditions such as floods, excessive wind damage of severe freezing.
4) Replacements shall closely match adjacent specimens of the same species and shall be subject to all requirements stated herein. The Warranty Period of the replacement plants shall be extended for an additional 180-days from the date of their acceptance after replacement. If a replacement plant is not acceptable during or at the end of the said extended Warranty Period, the Engineer may elect one more replacement items or credit for each item.
5) The Landscape Contractor is responsible for the maintenance of the plants during the Warranty Period. No third party other than the Landscape Contractor will maintain the plants during the Warranty Period. If the Landscape Contractor fails to visit the site and or notify, in writing, the Engineer of maintenance needs, lack of maintenance shall not be used as grounds for voiding or modifying the provisions of the warranty.

10.0. SUCCESS CRITERIA

- 1) Initial Planting Unit Survival: Planting units that do not survive for a minimum of 10-days after installation will be rejected and will not be eligible for planting. Within 5-days of notification, the Landscape Contractor shall install new, within-specification planting units in these areas. The Landscape Contractor shall assume sole responsibility for installing the new replacement planting units and properly disposing the rejected planting units at no cost to the Owner. The replacement planting units will be eligible for payment as "original" only after they have survived a minimum of 10 days after installation.

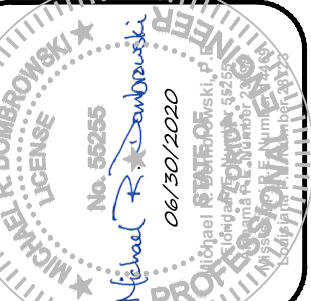
- 2) The Engineer will assess the success of the planting effort approximately every 90-days (and 365-day final) after completion of the planting unit installation (for the entire project) using two criteria: 1) whole-site survival rate and, 2) planting unit survival pattern. The Engineer will consider the planting effort a success and acceptable if both of the following criteria are met.
a) Whole-Site Survival Rate: A minimum survival rate of 90% of all planting units installed over the entire site is achieved. Plants will be considered as surviving if they show clearly vigorous rhizome and white, turgid roots, even in the absence of vital above ground growth.
b) Survival Rate by Species: A minimum survival rate of 90% of all planting units for each species installed over the entire site is achieved. The Engineer may waive this success criterion in areas where surrounding plant coverage has restricted the available planting area.
3) Defective Plants shall be removed immediately upon notification by the Engineer and replaced without cost to the Owner, as soon as weather conditions permit and within the specified planting period. The Landscape Contractor is not responsible for replacing plants during the Warranty Period that are removed by others, lost or damaged by a third party, vandalism, or any natural disaster.
4) If the two above success criteria are not met, as determined by the Engineer, the Landscape Contractor shall replant the unsuccessful planting units with viable within-specification planting units of the same type originally installed and specified on the Drawings. The Landscape Contractor will assume sole responsibility for the replanting of planting units and will complete the replanting at no cost to the Owner. All warranty and survival provisions and requirements will apply to replanted planting units. The Landscape Contractor will be responsible for properly disposing of all rejected planting units.

11.0. FINAL ACCEPTANCE

At the end of the Warranty and Maintenance Period, the Engineer shall observe the Work and determine if all provisions of the contract are complete and the Work is satisfactory. Replace any material not in healthy condition or which fails to meet specifications. Deciduous material will be guaranteed to break dormancy is planted in dormant season. At the time of final inspection, sodded lawns will be acceptable provided a healthy, well-rooted, even-colored lawn is established, free of weeds, disease and insect infestation. There shall be no open joints or bare areas. Seeded areas shall exhibit no less than 85% coverage, uniformly throughout. Grass stands shall be well-rooted, even-colored and free of weeds, disease and insect infestation.
1) Satisfactory: If the Work is satisfactory, the Maintenance Period will end on the date of the final observation.
2) Unsatisfactory: If the Work is deemed unsatisfactory, the Maintenance Period will continue at no additional expense to the Owner until the Work has been completed, observed, and approved by the Engineer.
3) Failure to Pass Observation: If the Work fails to pass final observation, any subsequent observations must be rescheduled as per above. The cost to the Owner for additional observations will be charged to the Landscape Contractor at the prevailing hourly rate of the Engineer.
4) End of Warranty Final Acceptance: At the end of the Warranty Period, the Engineer shall observe all warranted work upon written request of the Landscape Contractor. The request shall be received at least 10-calendar days before the anticipated date for final observation. Notice of the end of the Warranty and Maintenance Period Final Acceptance will be given only when all the requirements of the Work under this specification have been met.

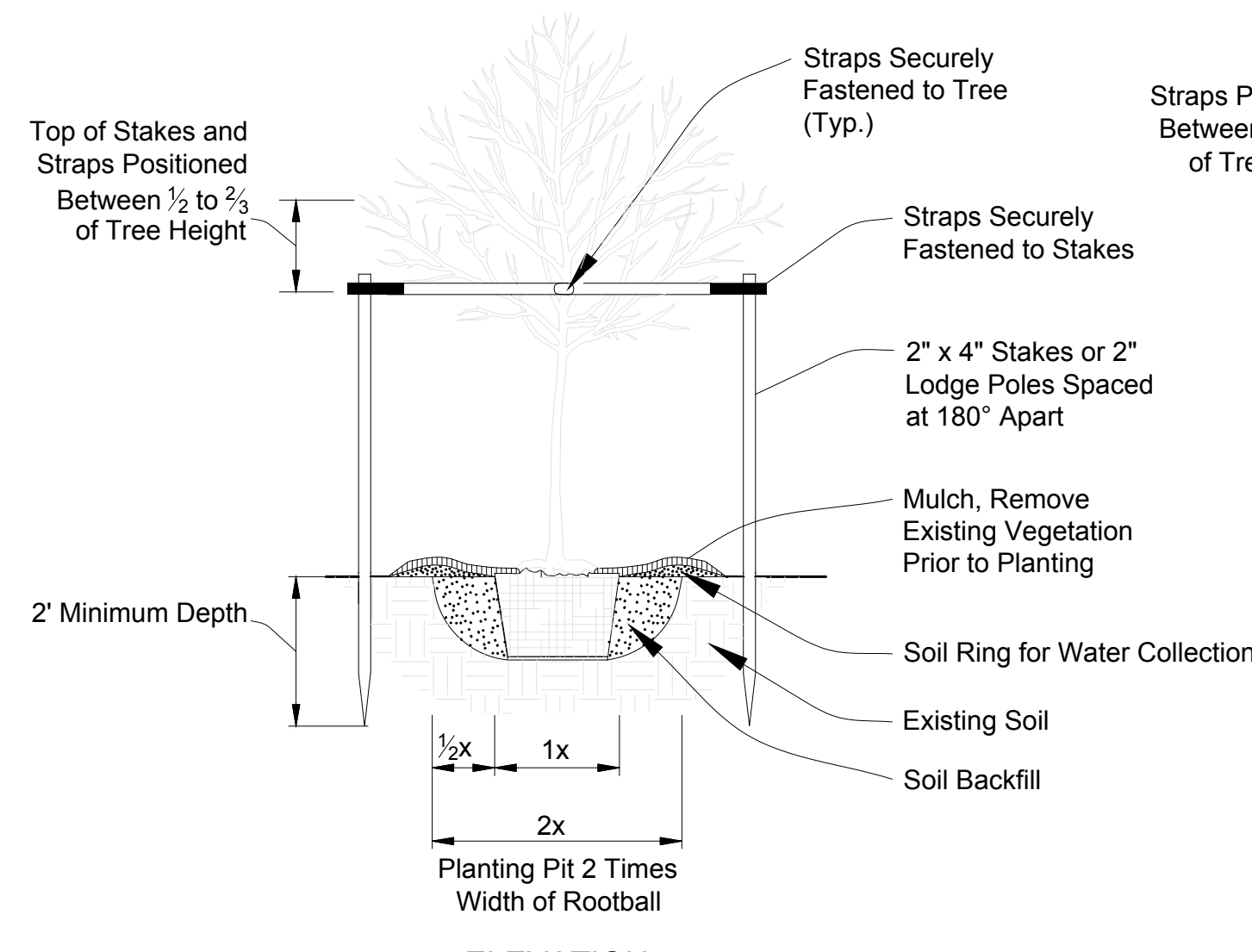
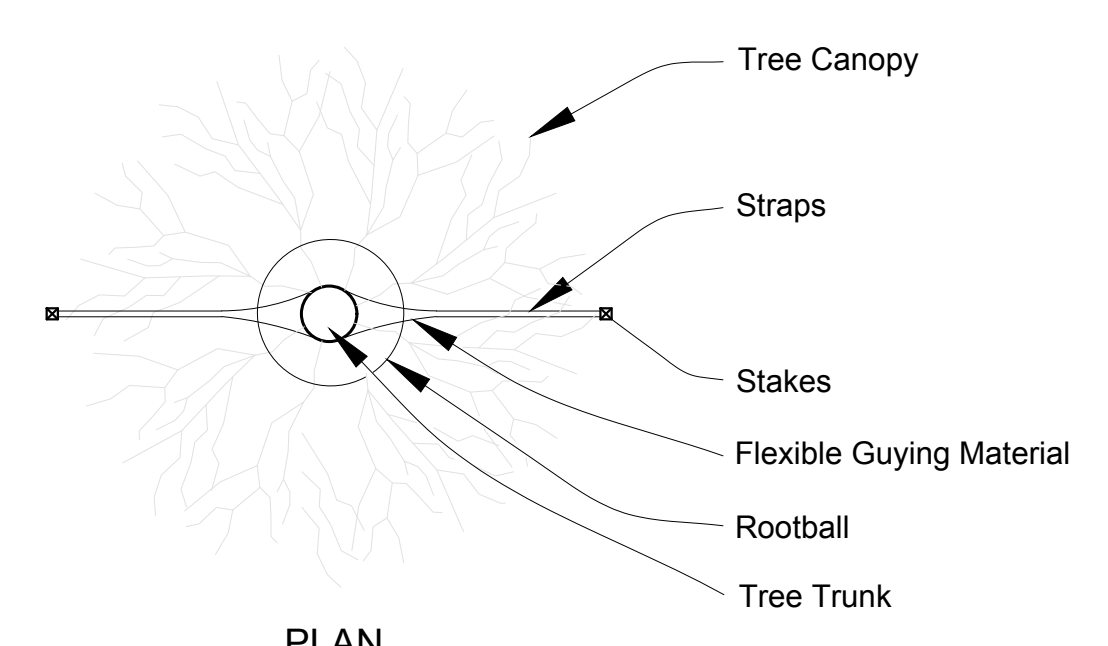
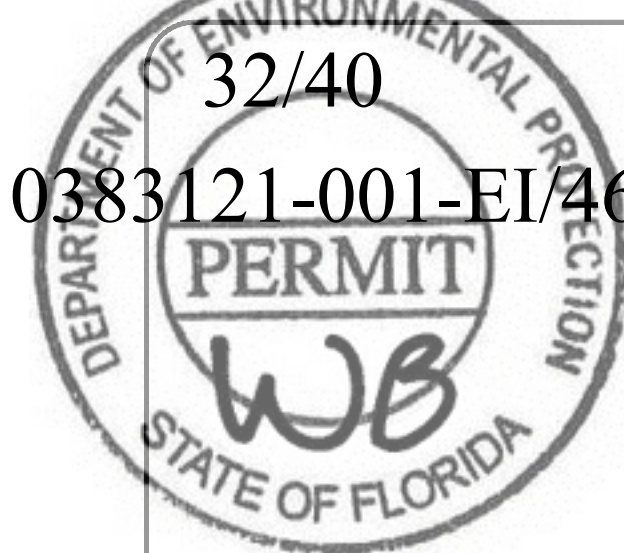
543 Harbor Boulevard, Suite 204
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mrd associates, inc.
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NOTES:
• Drawings are not valid for construction without being signed and sealed.
• Sealed by Professional Engineers, Inc. performed on 06-24-19 and dated 06-25-19.
• Drawing is referenced to Florida State Plane, North Zone, NAD83.
• Elevation referenced to NAVD88.
• All proprietary details and dimensions are approximate and may not represent currently existing conditions.

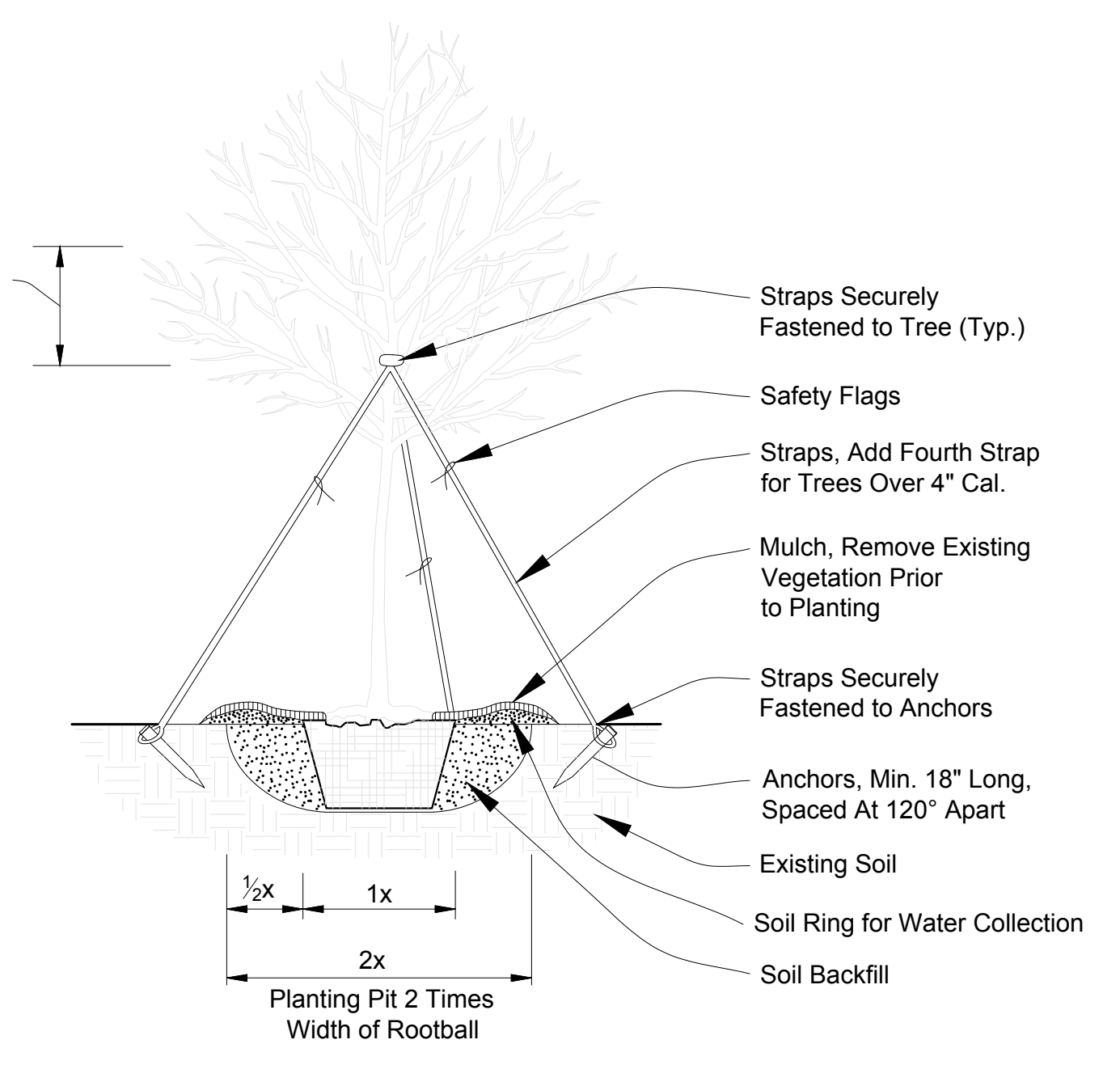
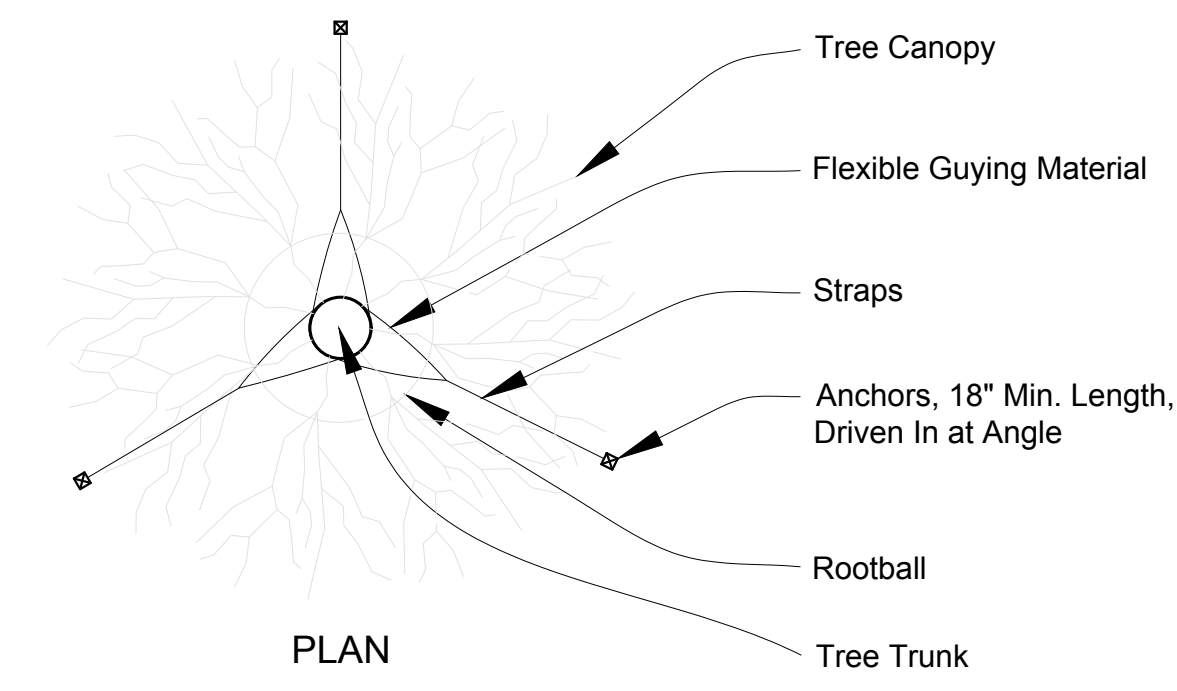


LANDSCAPE SPECIFICATIONS
Soundside Access No. 2 Boat Basin and Amenities
Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Table with project details: DESIGNED BY: mrd, DATE: November 1, 2019, REV DATE: June 30, 2020, REV # 1, DRAWN: CKM, REVIEWED: MRD, PROJECT NUMBER: 17-441.4, SHEET NUMBER: 10

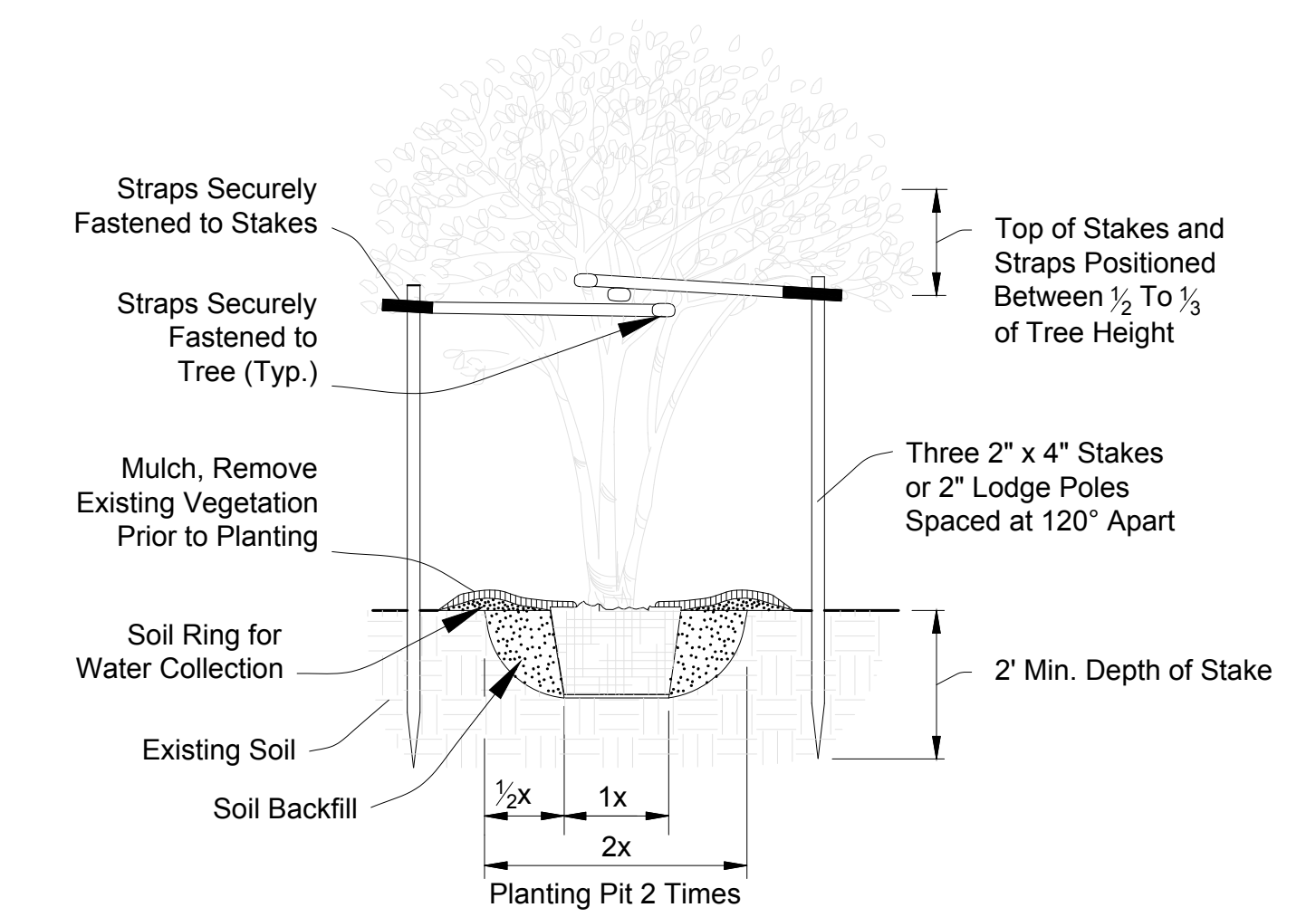
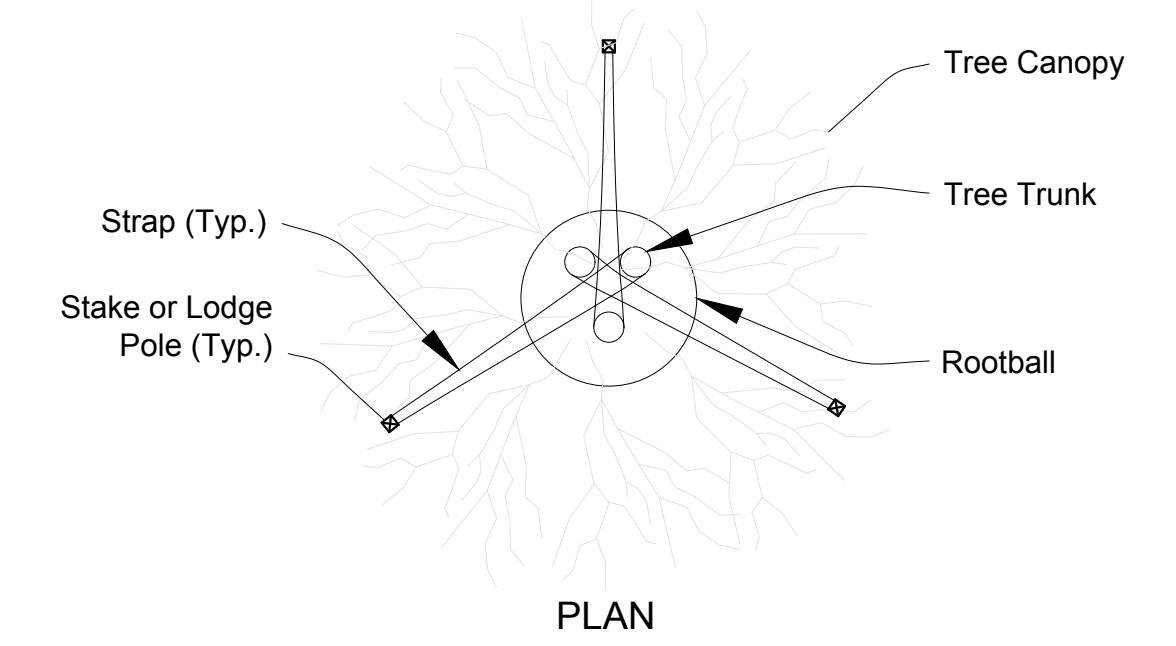


UNDER 2 1/2" CALIPER TREE PLANTING

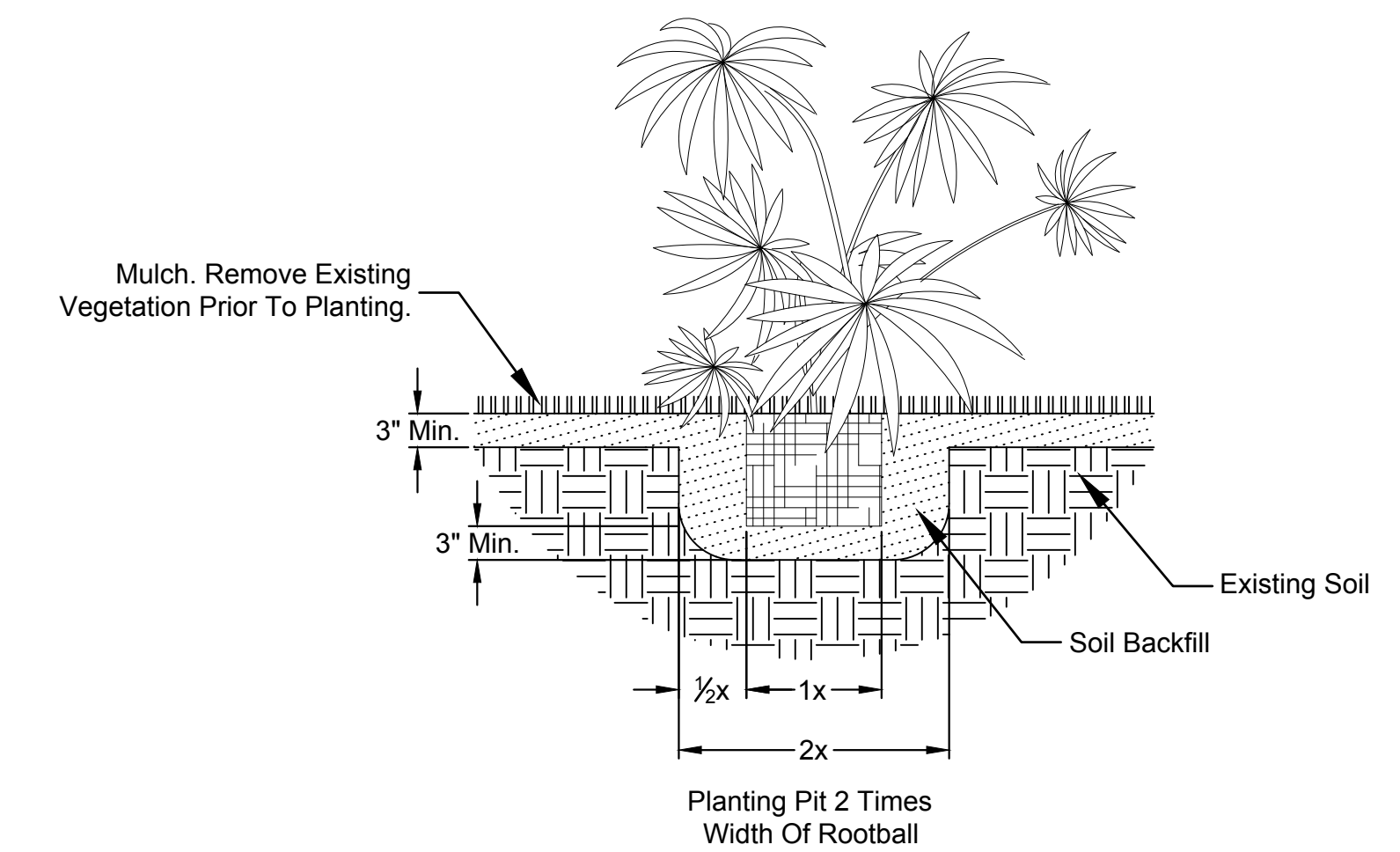


2 1/2" TO 6" CALIPER TREE PLANTING

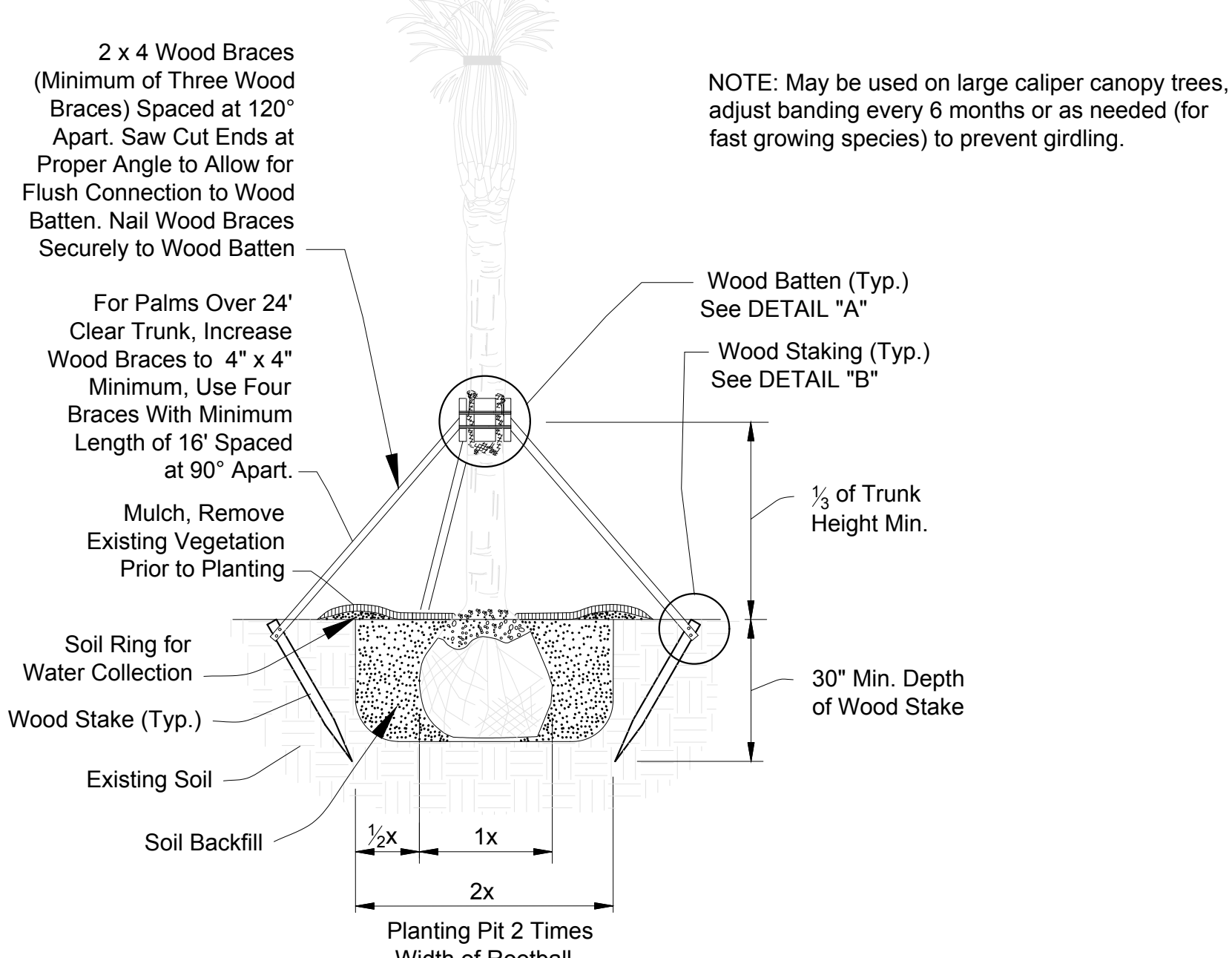
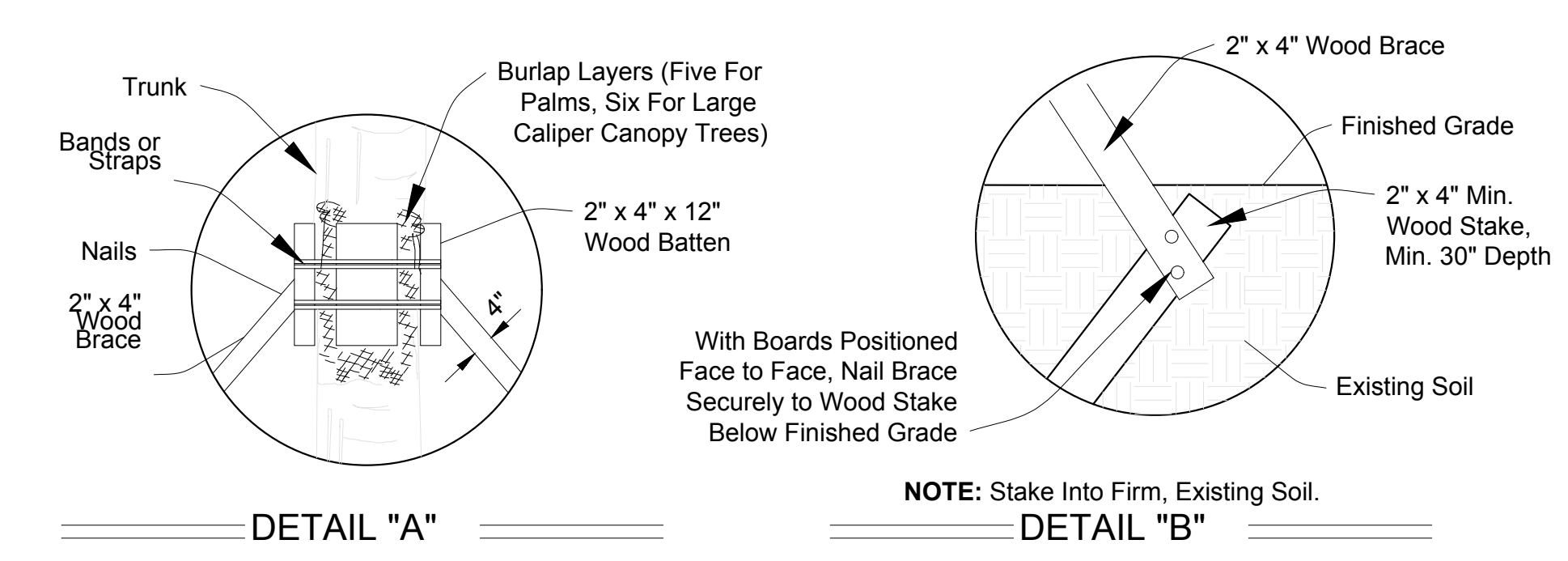
SINGLE-TRUNK TREE PLANTING
NOT TO SCALE



MULTI-TRUNK TREE PLANTING
NOT TO SCALE



SHRUB PLANTING
NOT TO SCALE



SABLE PALMETTO PLANTING
NOT TO SCALE

GENERAL NOTES:

- All dimensions 6" and less are exaggerated for illustrative purposes only. All dimensions provided for wood materials are nominal.
- Remove plant containers prior to planting. If plants are not container grown, remove a minimum of the top 1/3 of burlap, fabric, or wire mesh.
- Allow no more than 1" of soil to cover the uppermost root on all trees. Set the top of root ball 1"-2" above finish grade after settling and set plumb to the horizon.
- Backfill with loosened existing soil or as shown in the plans. Remove rocks, sticks, or other deleterious material greater than 1" in any direction prior to backfilling. Water and tamp to remove air pockets. If existing soils contain excessive sand, clay, or other material not conducive to proper plant growth, contact Engineer prior to planting.
- Except when a permanent, subsurface or drip irrigation system is provided, construct soil rings at the outer edge of the planting pit, with a height of 3" and gently sloping sides. Do not pile soil on top of rootball.
- Construct a 3" deep layer of mulch placed 2" off the edge of the trunk flare, around the base of shrub, or solidly around ground cover. Never pile mulch against the tree trunk.
- Install guying with minimum 1" wide nylon or polypropylene straps. Check straps monthly and adjust as required to eliminate girdling of tree. Locate all wood stakes or anchors beyond the edge of soil ring in undisturbed soil and located below finished grade, unless otherwise specified. Alternate tree bracing and guying systems specified or approved by the Engineer may be used in lieu of the tree bracing and guying methods detailed on the Index.
- Relocated Trees and Palms: Brace relocated trees and palms in accordance with the Contract Documents. Remove bracing at the conclusion of the contract or as directed by the Engineer. Bracing or straps must not damage or become embedded in the tree bark.

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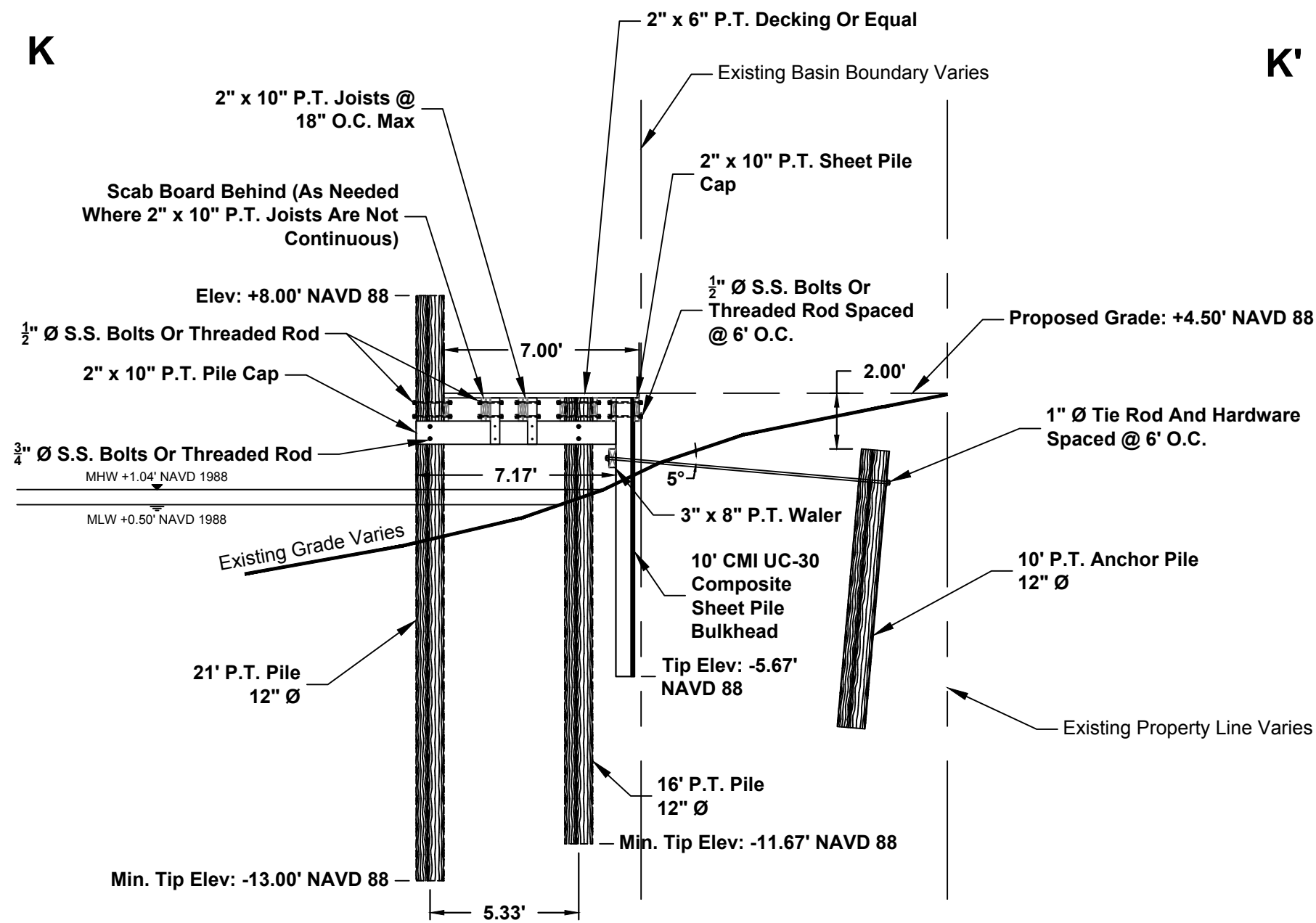
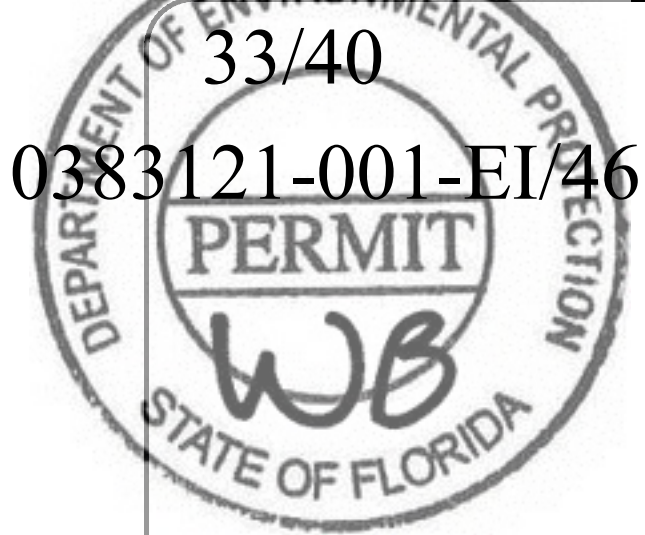
NOTES:

- Drawings are not valid for construction without being placed and sealed.
- Drawings by Mendenhall Engineers, Inc. performed on 06-24-19 and dated 06-25-19.
- Drawings referenced to Florida State Plane, North Zone, NAD83.
- Elevations referenced to NAVD83. Labels and flow 12-29-16 to 02-2016. The geographic relationship between the drawings are approximate and may not represent currently existing conditions.

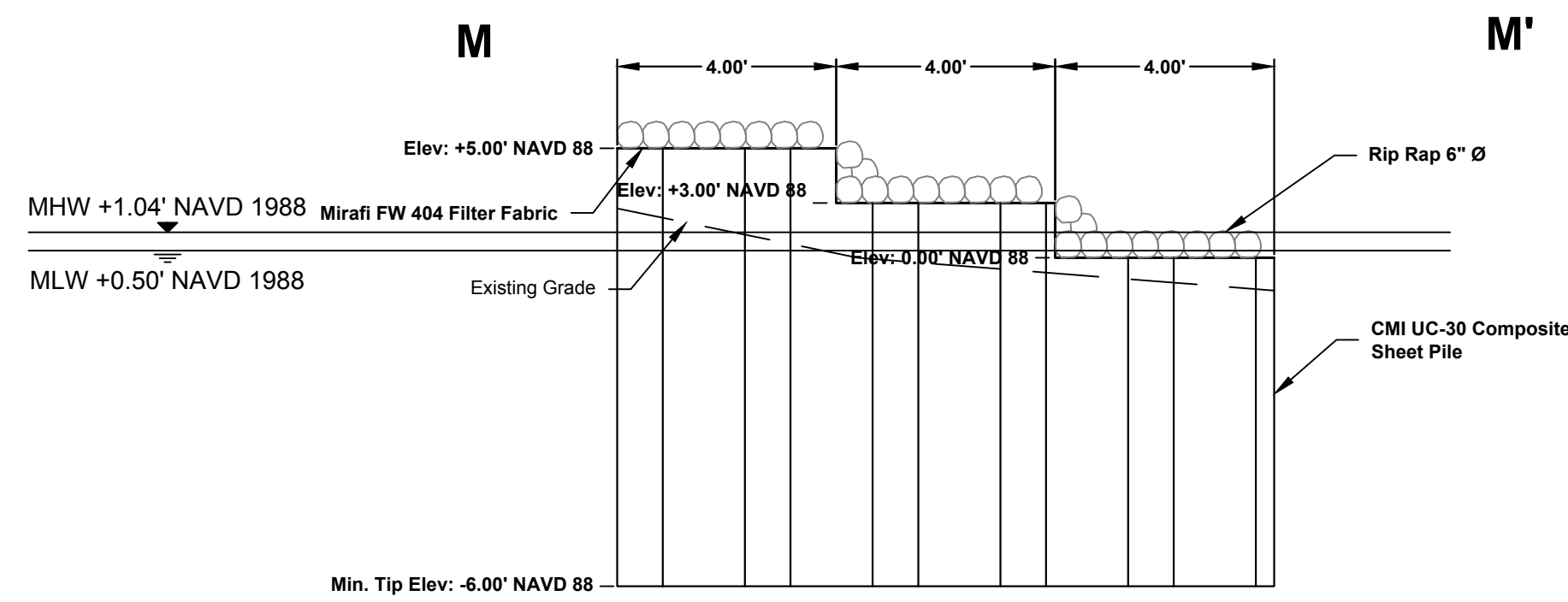
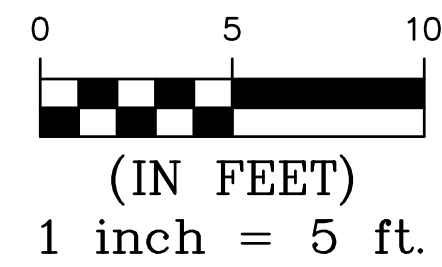


LANDSCAPE DETAILS
Soundside Access No. 2 Boat Basin and Amenities
Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

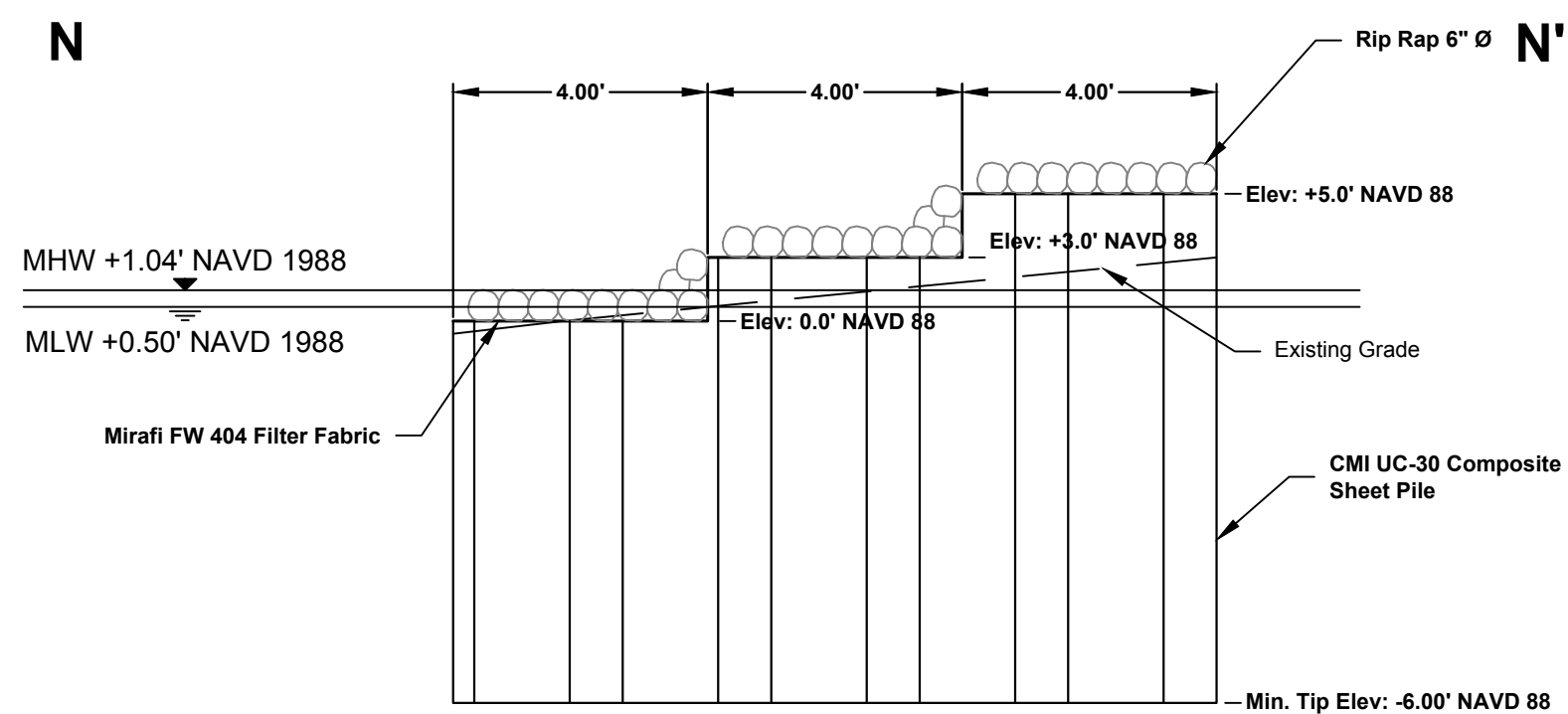
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DATE:	November 1, 2019
REV DATE:	JUNE 30, 2020
REV #:	1
DRAWN:	CKM
REVIEWED:	MRD
PROJECT NUMBER:	17-441.4
SHEET NUMBER:	11



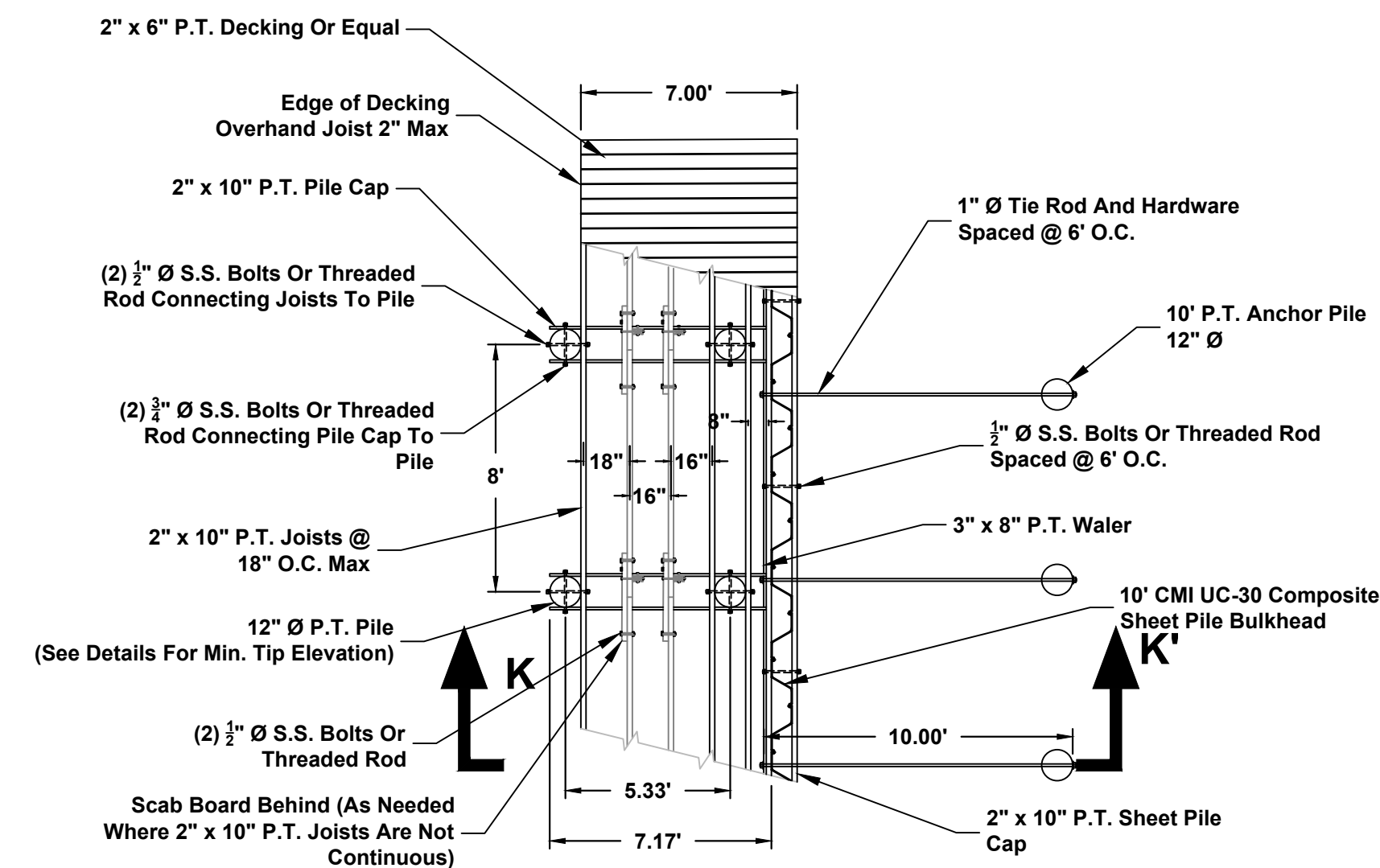
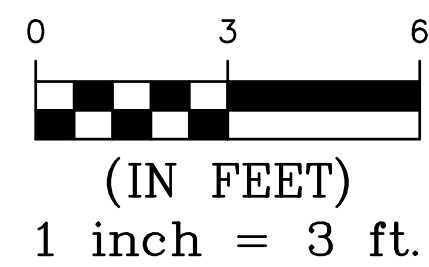
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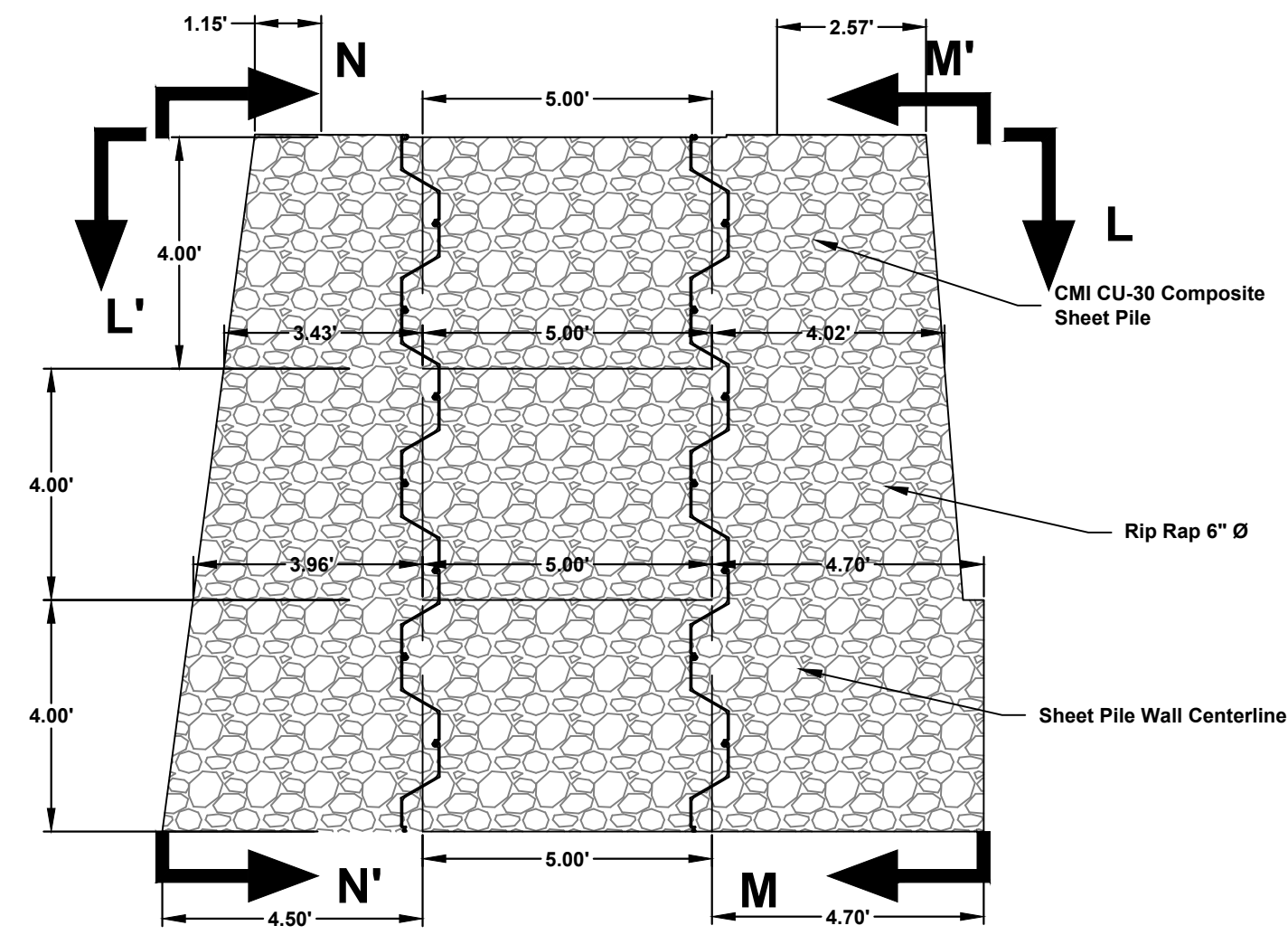
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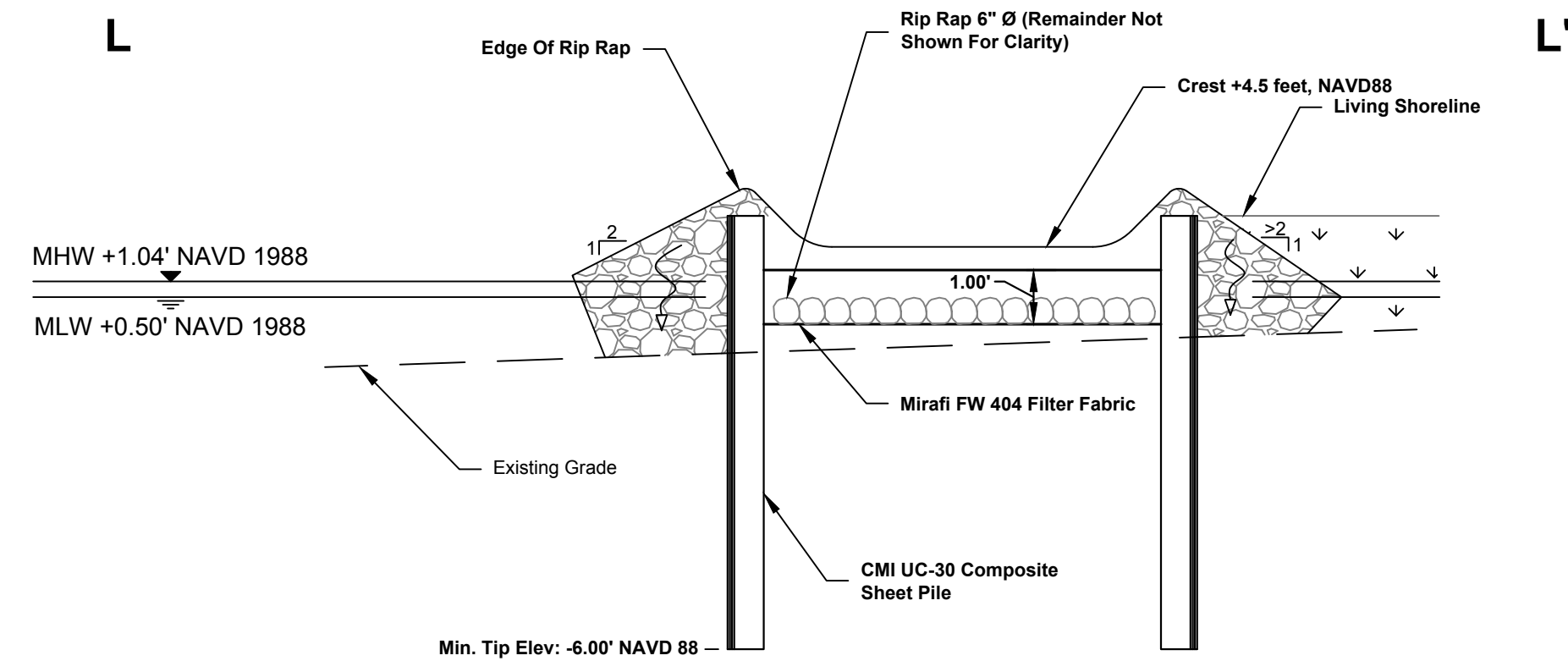
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N.T.S.



MARGINAL DOCK PLAN
SCALE: 1" = 5'



TYPICAL STORMWATER OUTFALL PLAN
N.T.S.



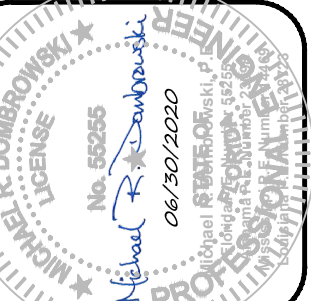
SECTION L-L'
N.T.S.

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NOTES:

- Drawings are not valid for construction without being signed and sealed.
- Drawings prepared by mrd associates, inc. performed on 06-24-19 and dated 06-25-19.
- Drawing is referenced to Florida State Plane, North Zone, NAD83.
- Elevation markers are referenced to NAVD88. Labels and flow directions are to NAVD88.
- All proposed details are shown on this drawing. All other details are shown on other drawings.
- All elevations are approximate and may not represent currently existing conditions.

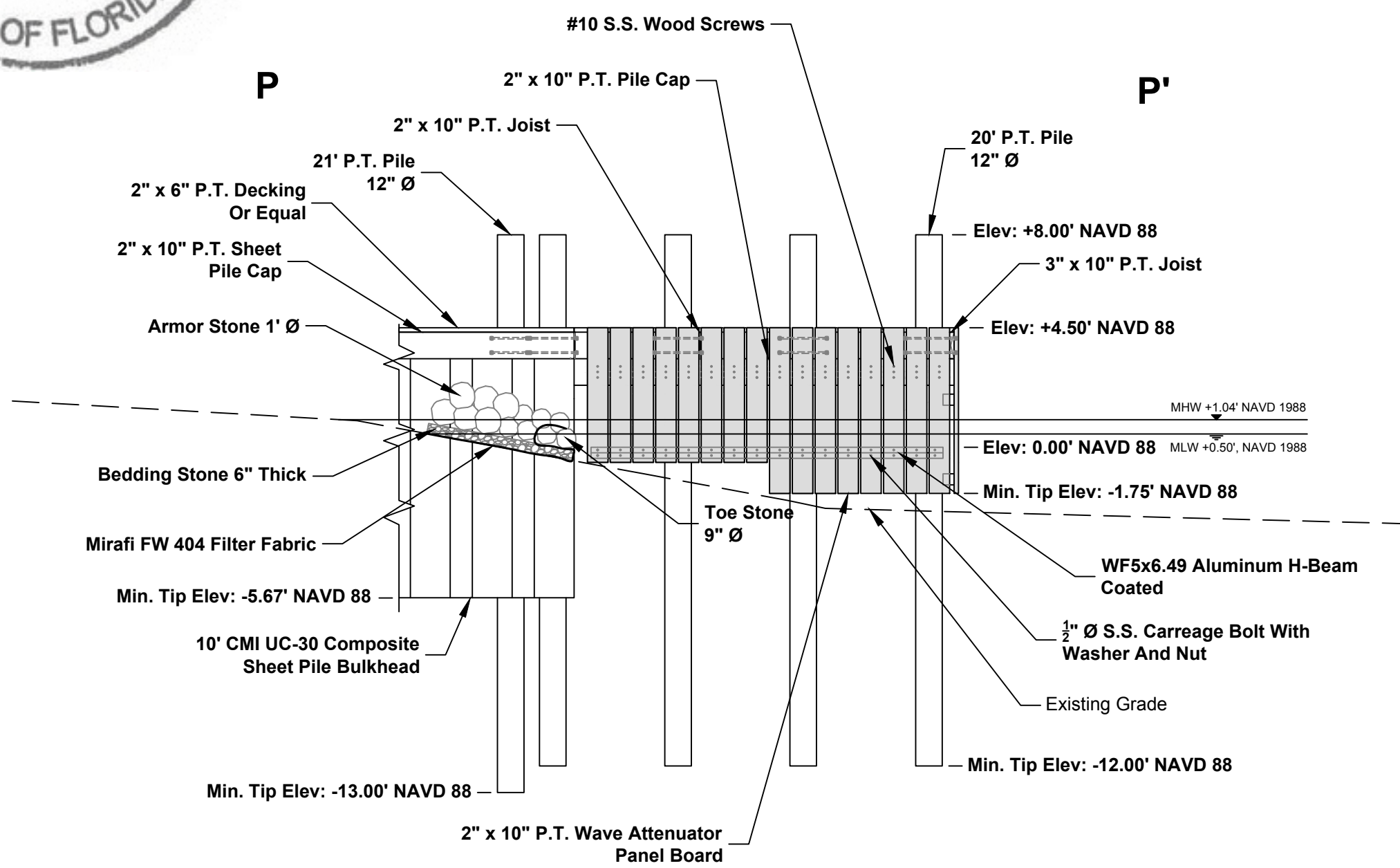


MARGINAL DOCK/STORMWATER OUTFALL DETAILS
Soundside Access No. 2 Boat Basin and Amenities

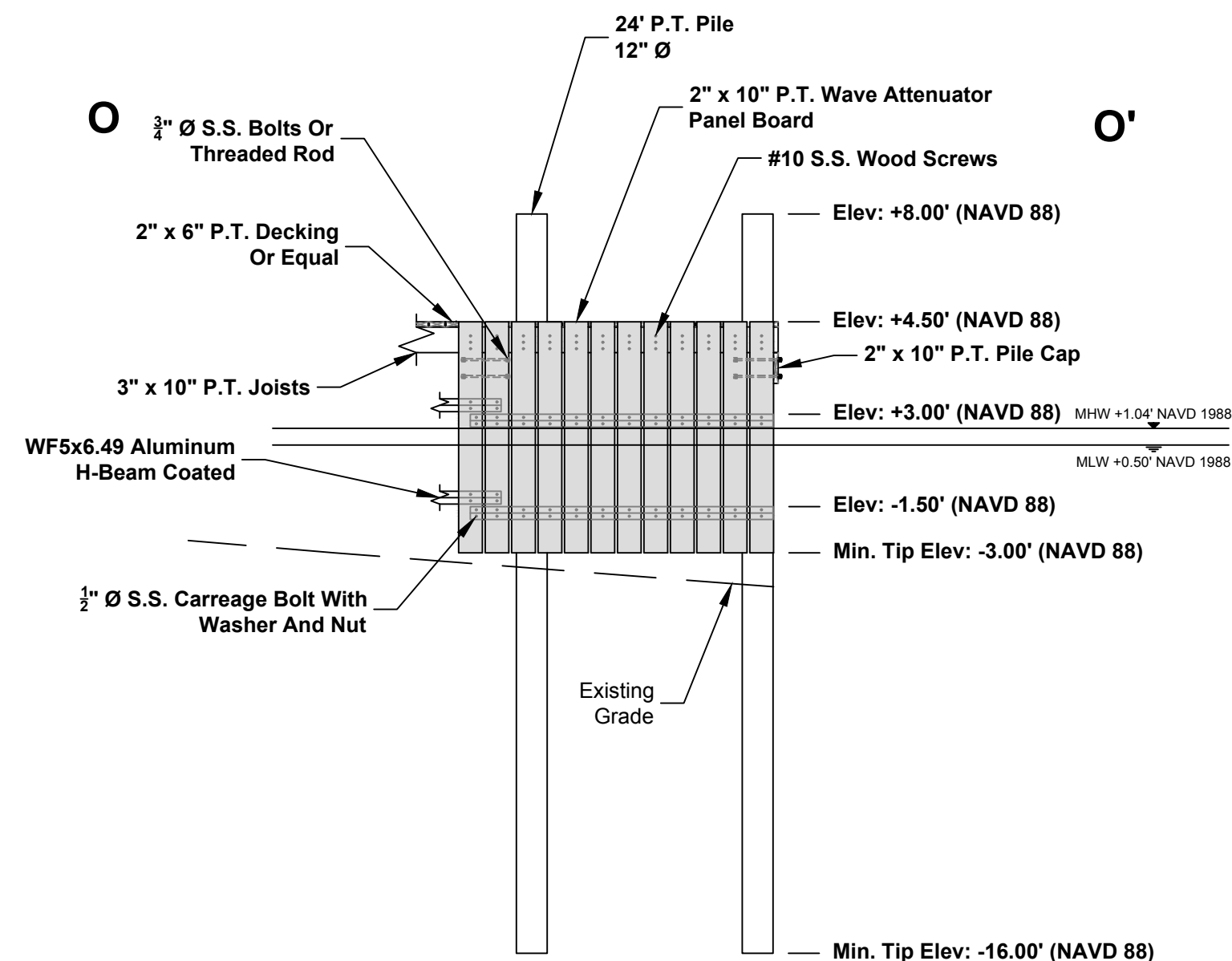
Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

DESIGNED BY:	mrd
DATE:	November 1, 2019
REV DATE:	JUNE 30, 2020
REV #:	1
DRAWN:	CKM
REVIEWED:	MRD
PROJECT NUMBER:	17-441.4
SHEET NUMBER:	12

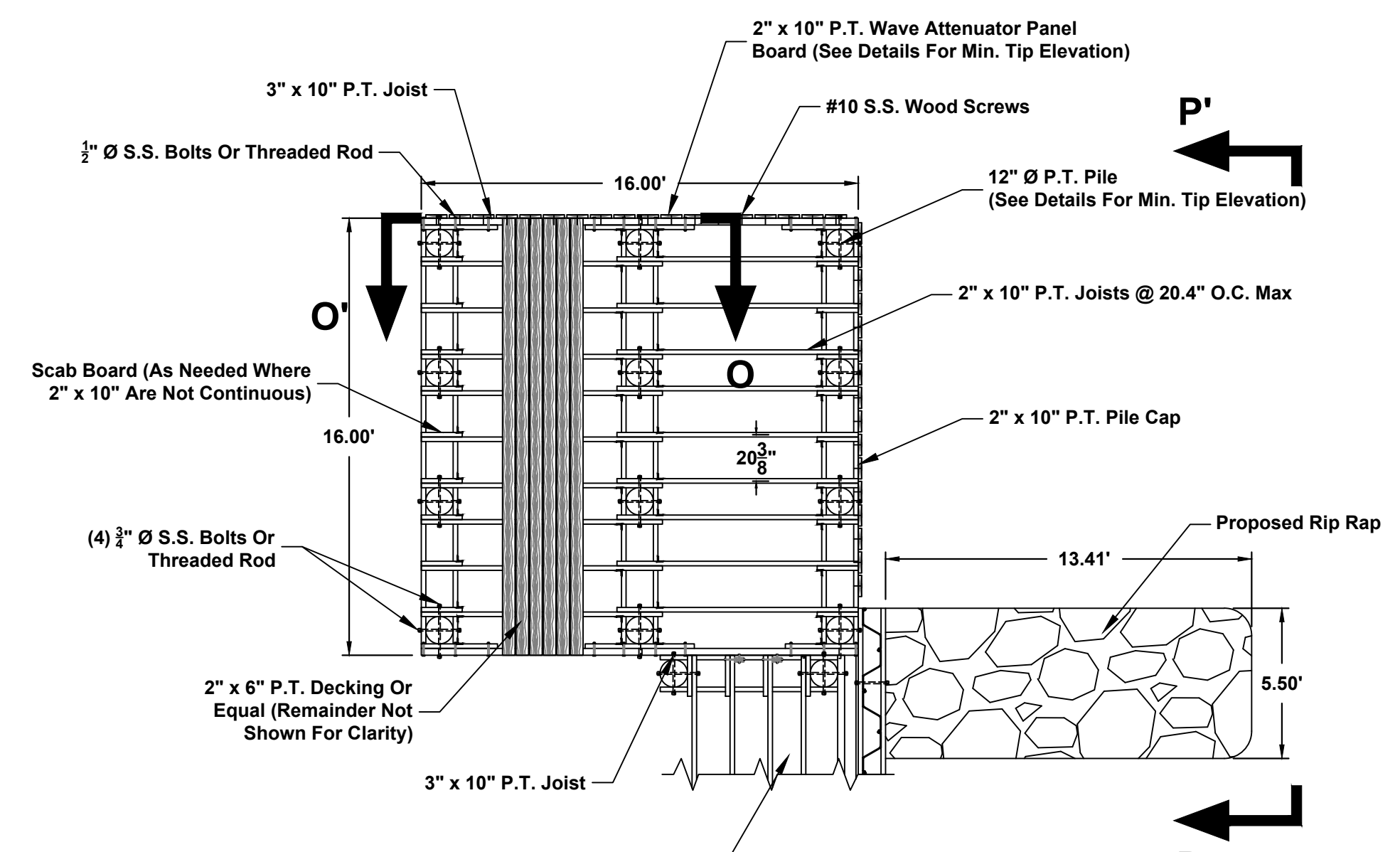
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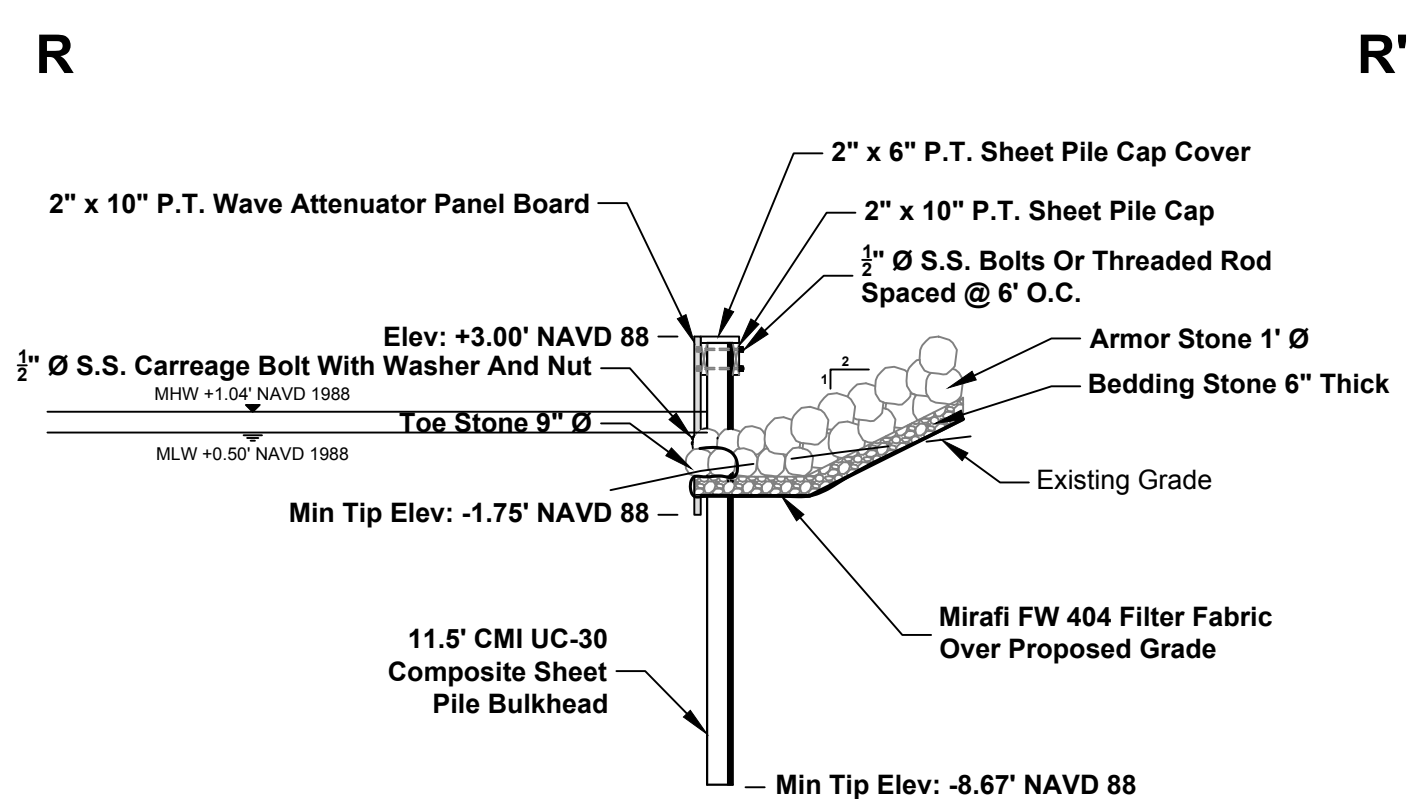
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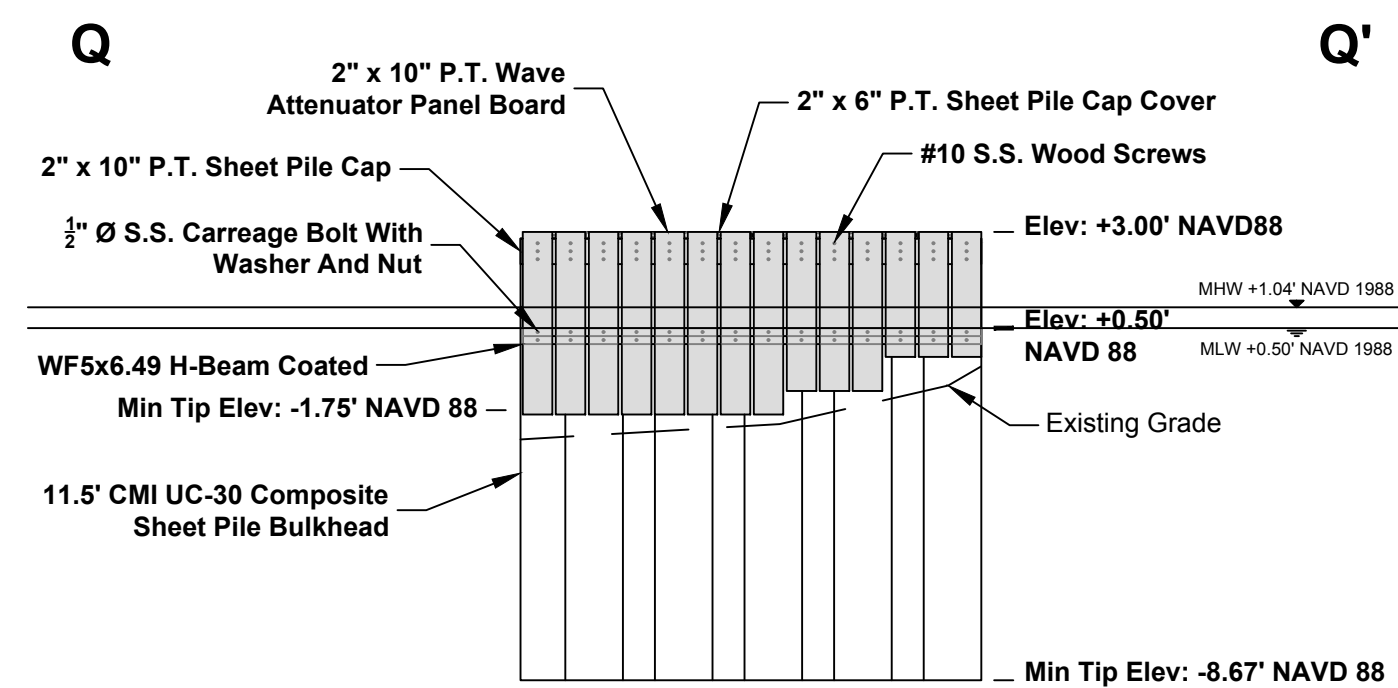
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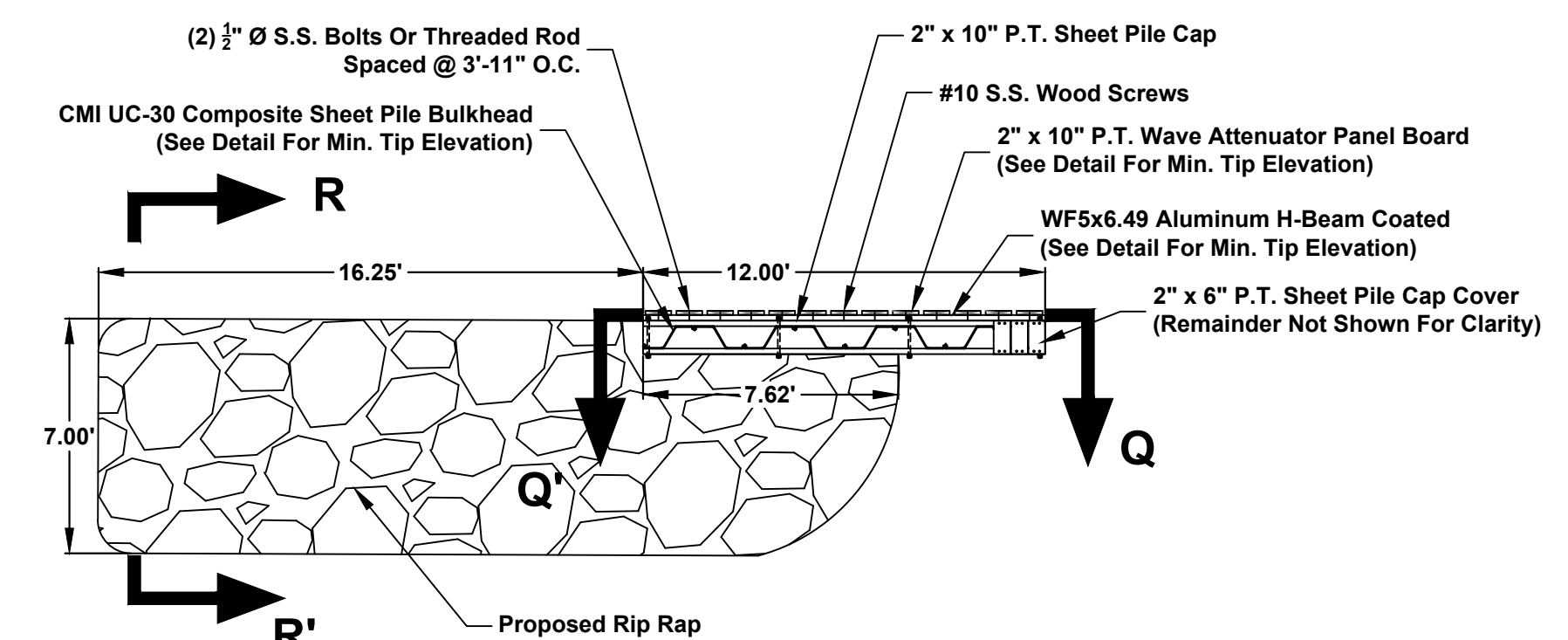
EAST WAVE ATTENUATOR PLAN
SCALE: 1" = 5'



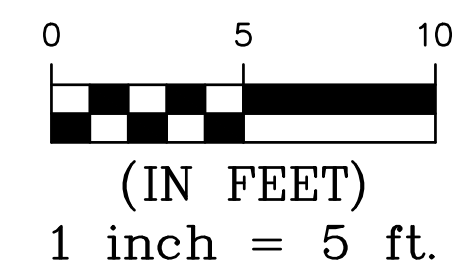
SECTION R-R'
SCALE: 1" = 5'



SECTION Q-Q'
SCALE: 1" = 5'

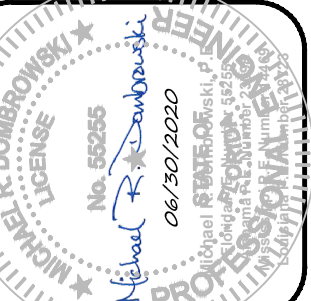


WEST WAVE ATTENUATOR PLAN
SCALE: 1" = 5'



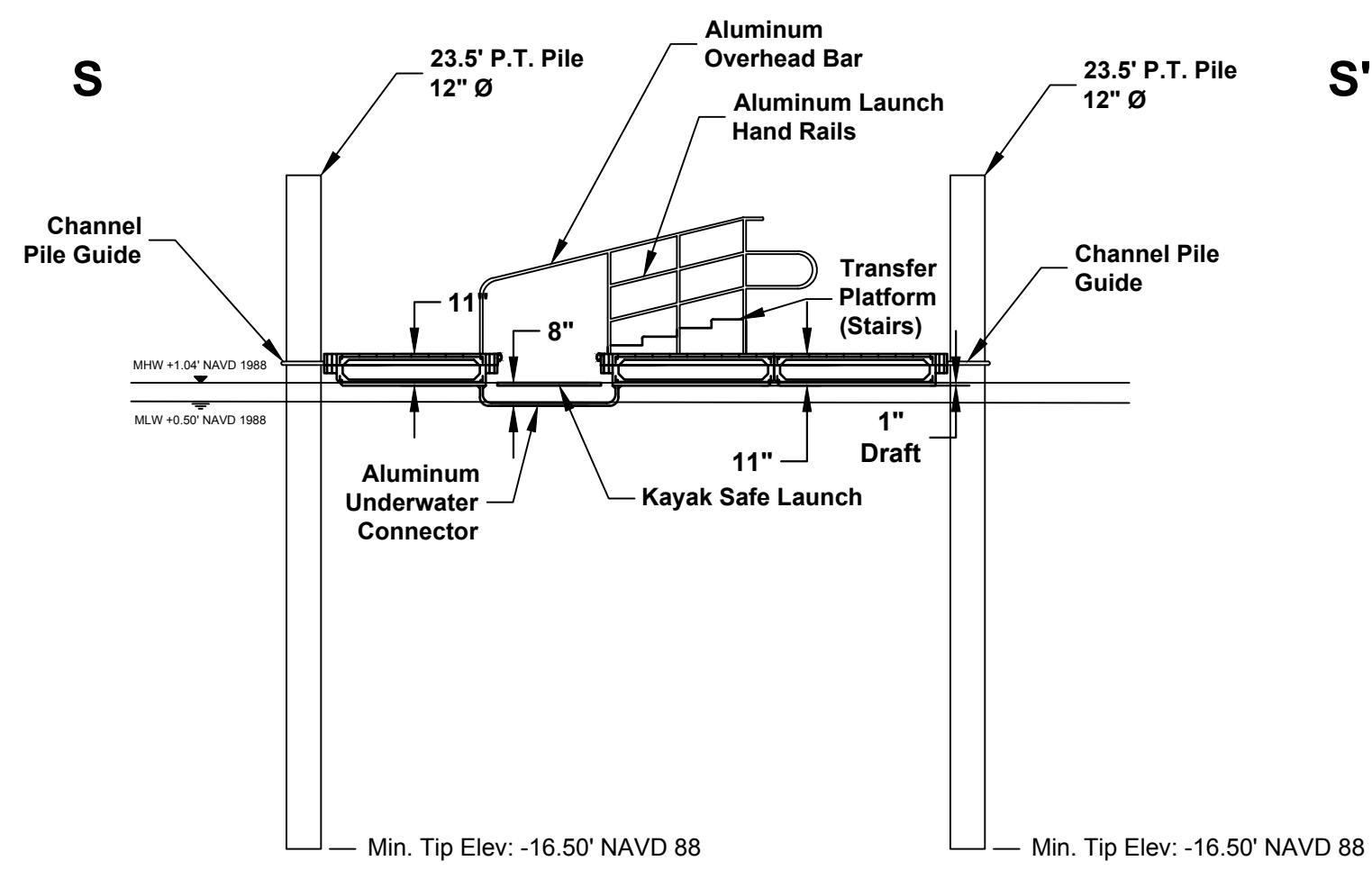
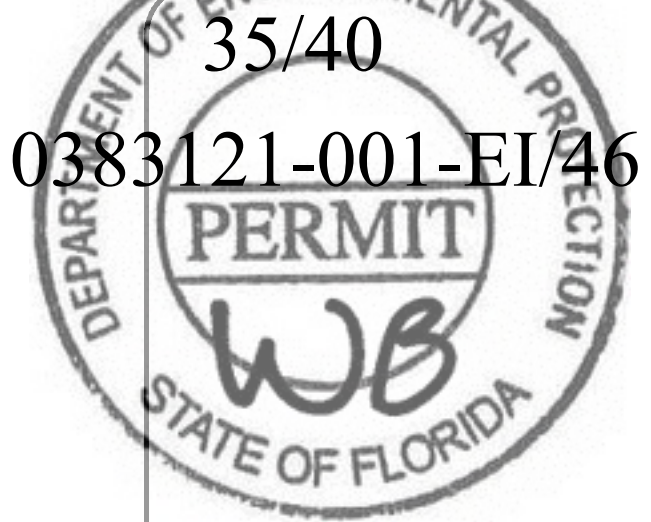
543 Harbor Boulevard, Suite 204
Destin, Florida 32541
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NOTES:
• The net will be for construction without being placed and sealed.
• Drawings by mrd associates, inc. performed on 06-24-19 and dated 06-25-19.
• Drawing is referenced to NAVD88. L-ships and from 12-2016 to 02-2016. The geographic information system data are approximate and may not represent currently existing conditions.

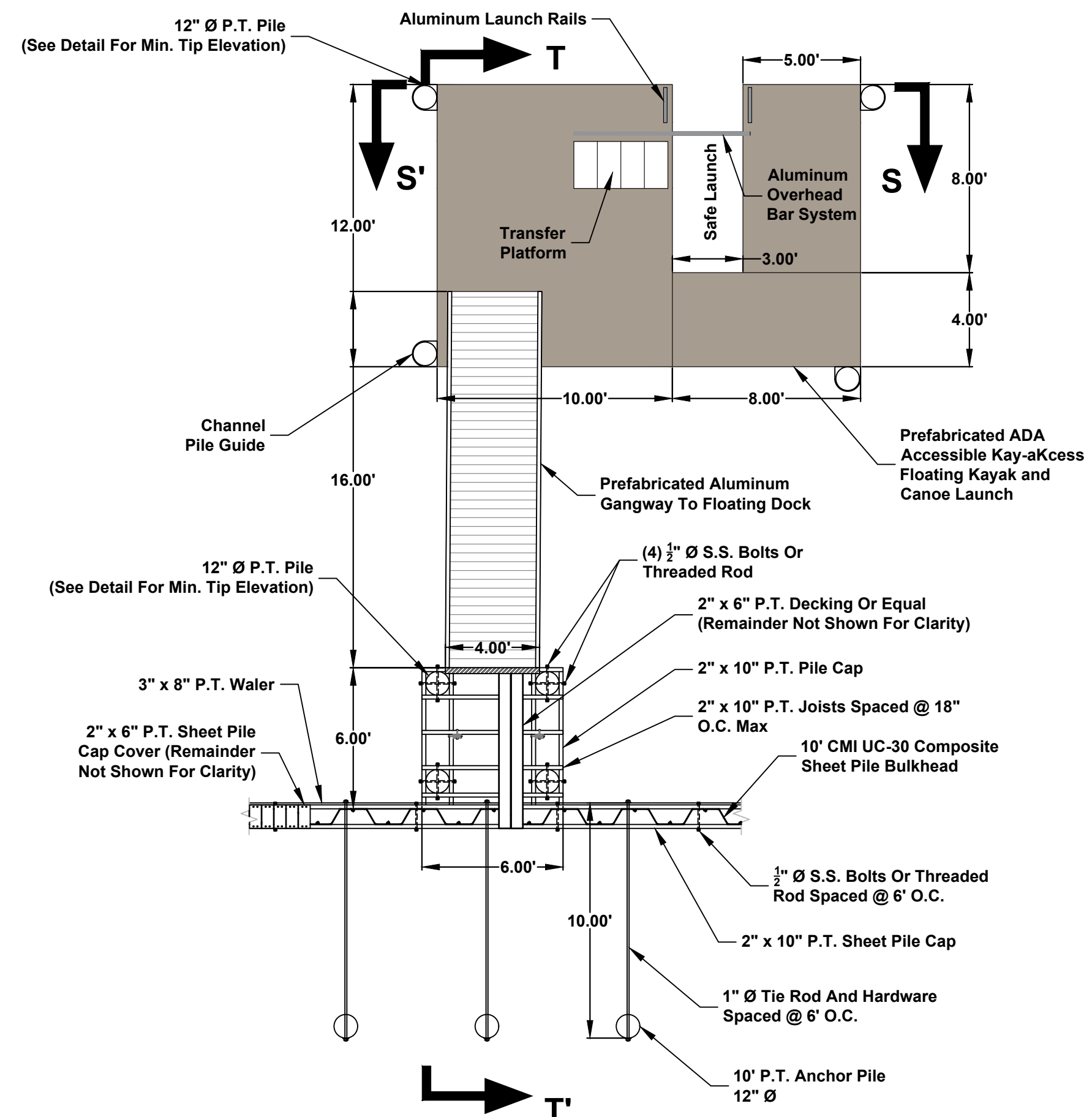


WAVE ATTENUATOR DETAILS
Soundside Access No. 2 Boat Basin and Amenities
Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

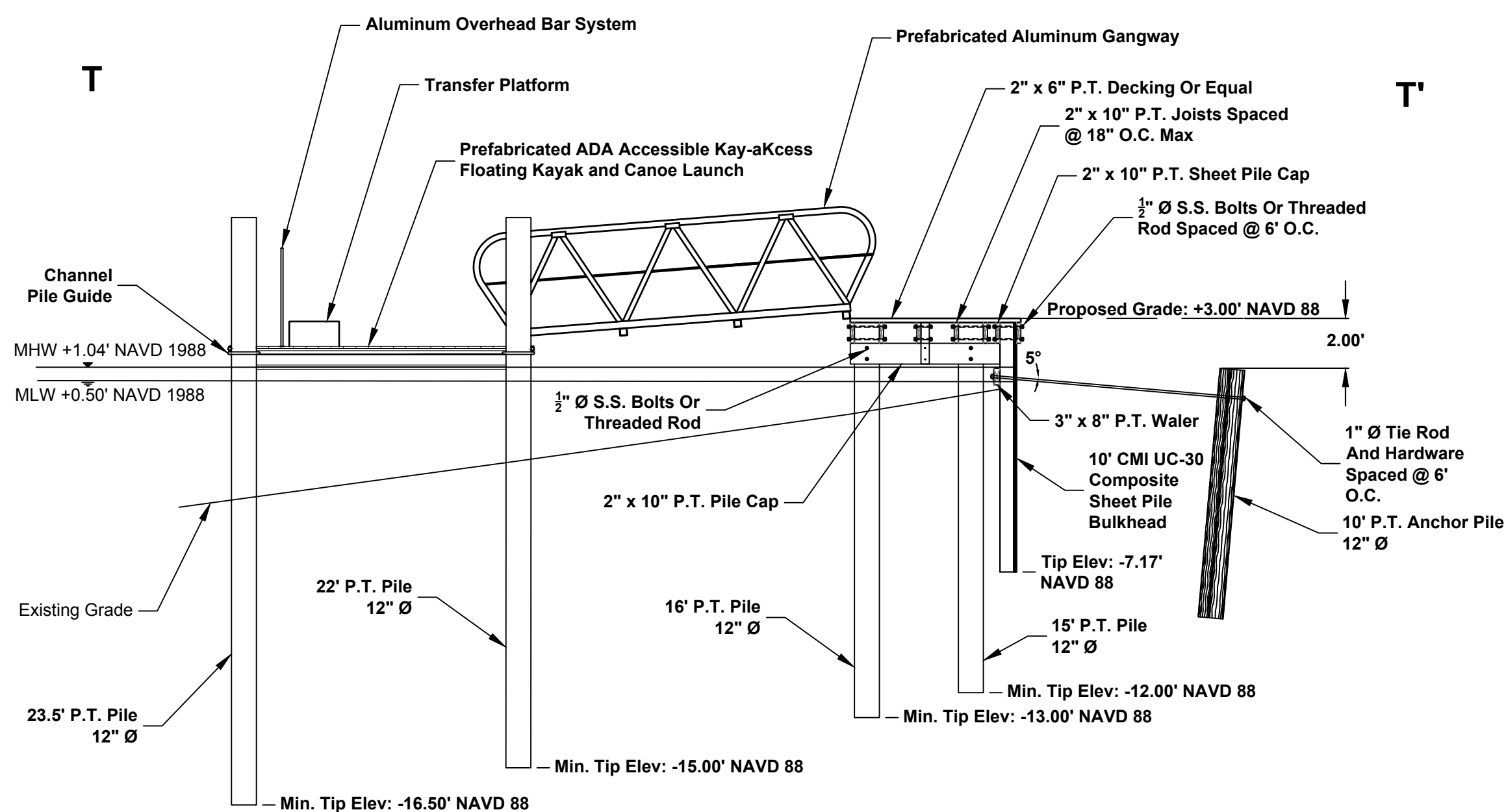
DESIGNED BY: **mrd**
DATE: November 1, 2019
REV DATE: June 30, 2020
REV # 1 DRAWN: CKM
REVIEWED: MRD
PROJECT NUMBER:
17-441.4
SHEET NUMBER:
13



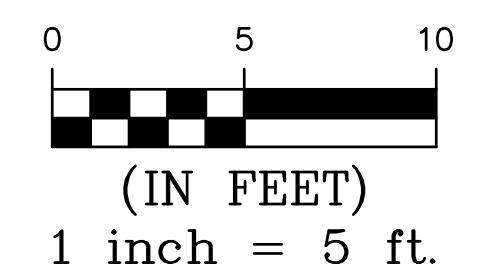
SECTION S-S'
SCALE: 1" = 5'



FLOATING ADA KAYAK LAUNCH PLAN
SCALE: 1" = 5'



SECTION T-T'
SCALE: 1" = 5'



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NOTES:

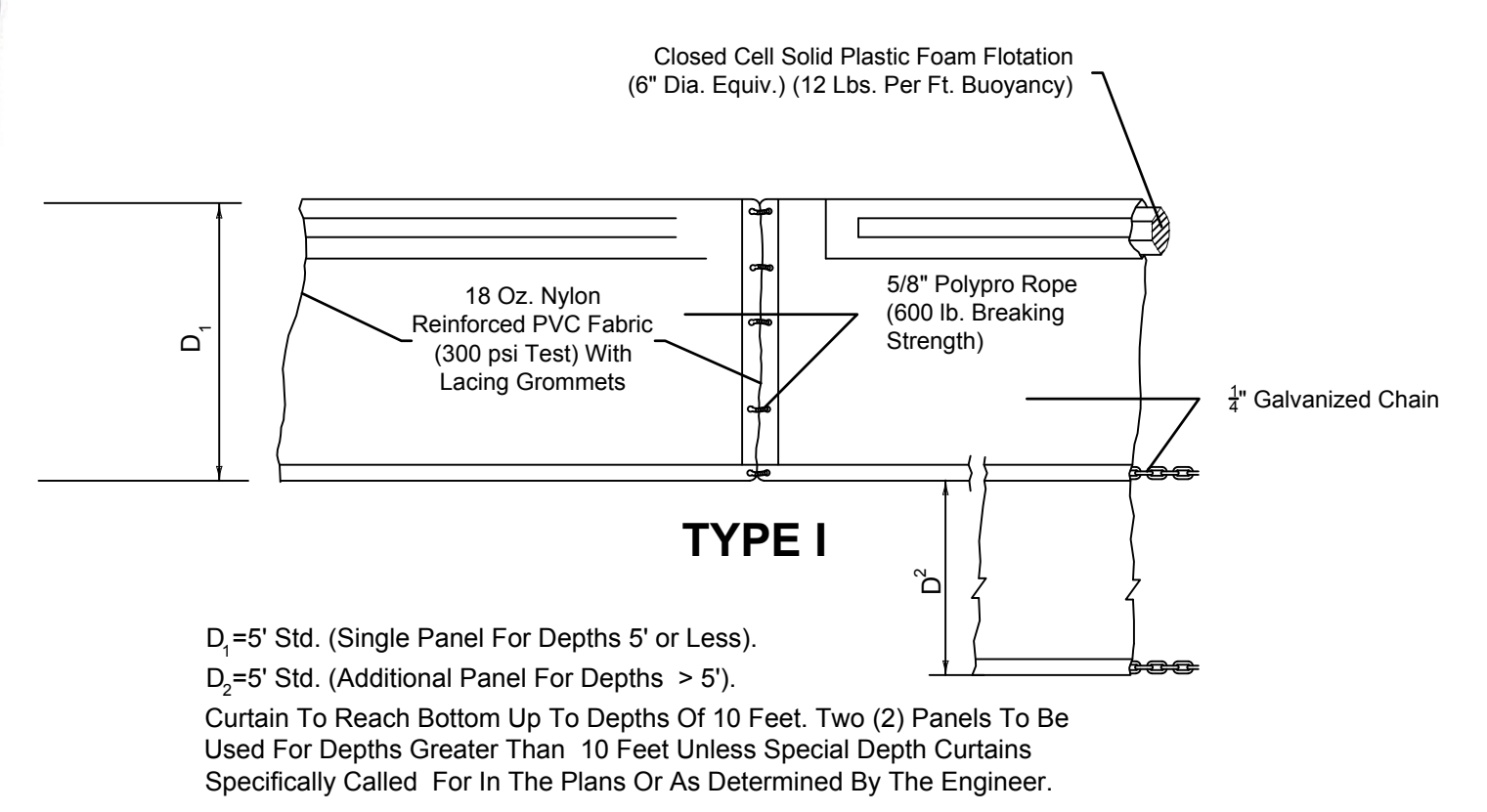
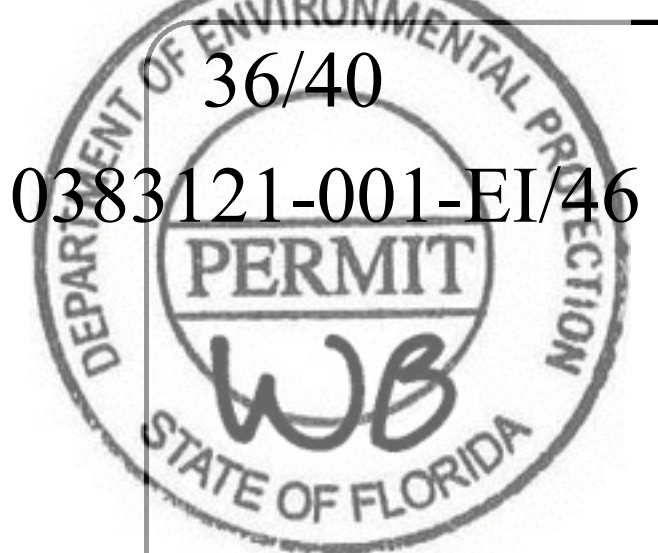
- Drawings are not valid for construction without being placed and sealed.
- Drawings prepared by mrd associates, inc. performed on 06-24-19 and dated 06-25-19.
- Drawing is referenced to Florida State Plane, North Zone, NAD83.
- Elevations referenced to NAVD88. Labels and flow to 06-2016. The elevations are approximate and may not represent existing conditions.



FLOATING ADA KAYAK LAUNCH DETAILS
Soundside Access No. 2 Boat Basin and Amenities

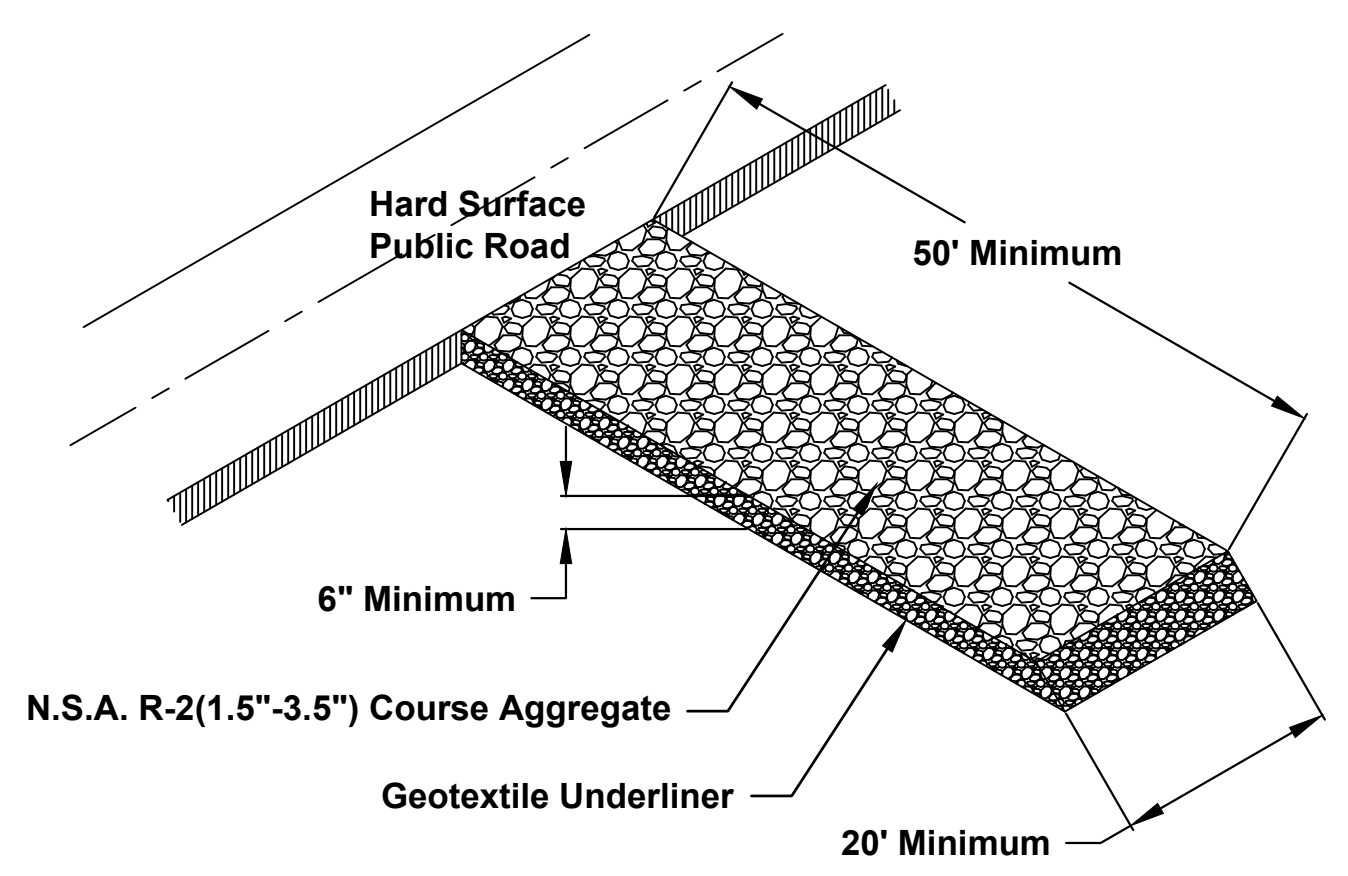
Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

DESIGNED BY:	mrd
DATE:	November 1, 2019
REV DATE:	June 30, 2020
REV #:	1
DRAWN:	CKM
REVIEWED:	MRD
PROJECT NUMBER:	17-441.4
SHEET NUMBER:	14

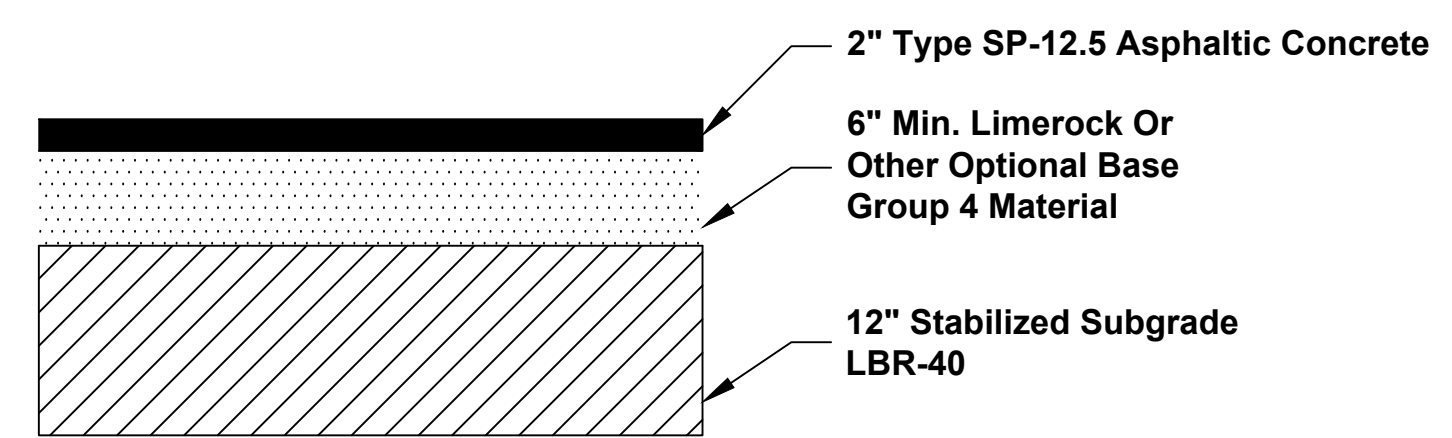


NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

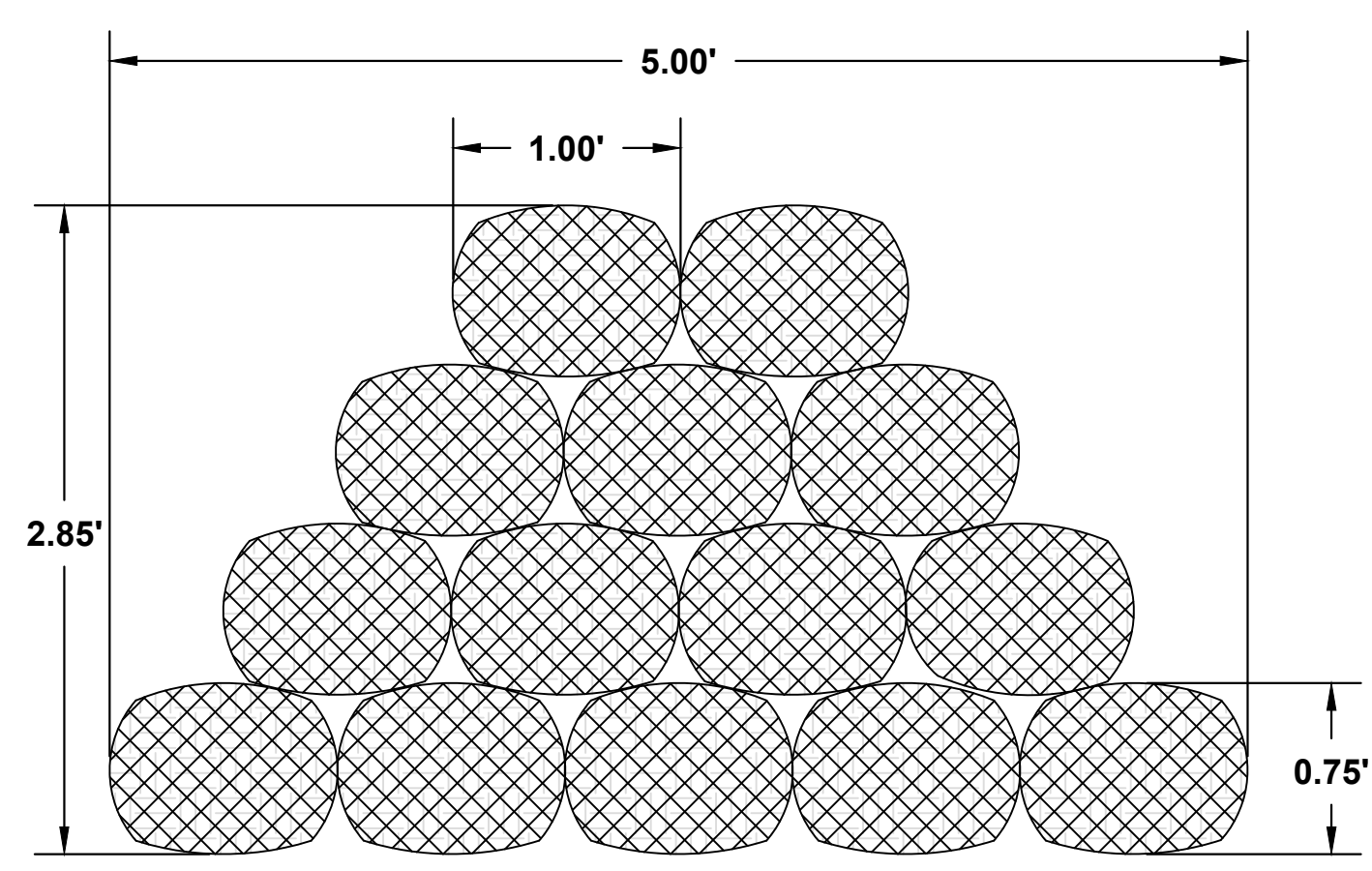
TURBIDITY CURTAIN
NOT TO SCALE



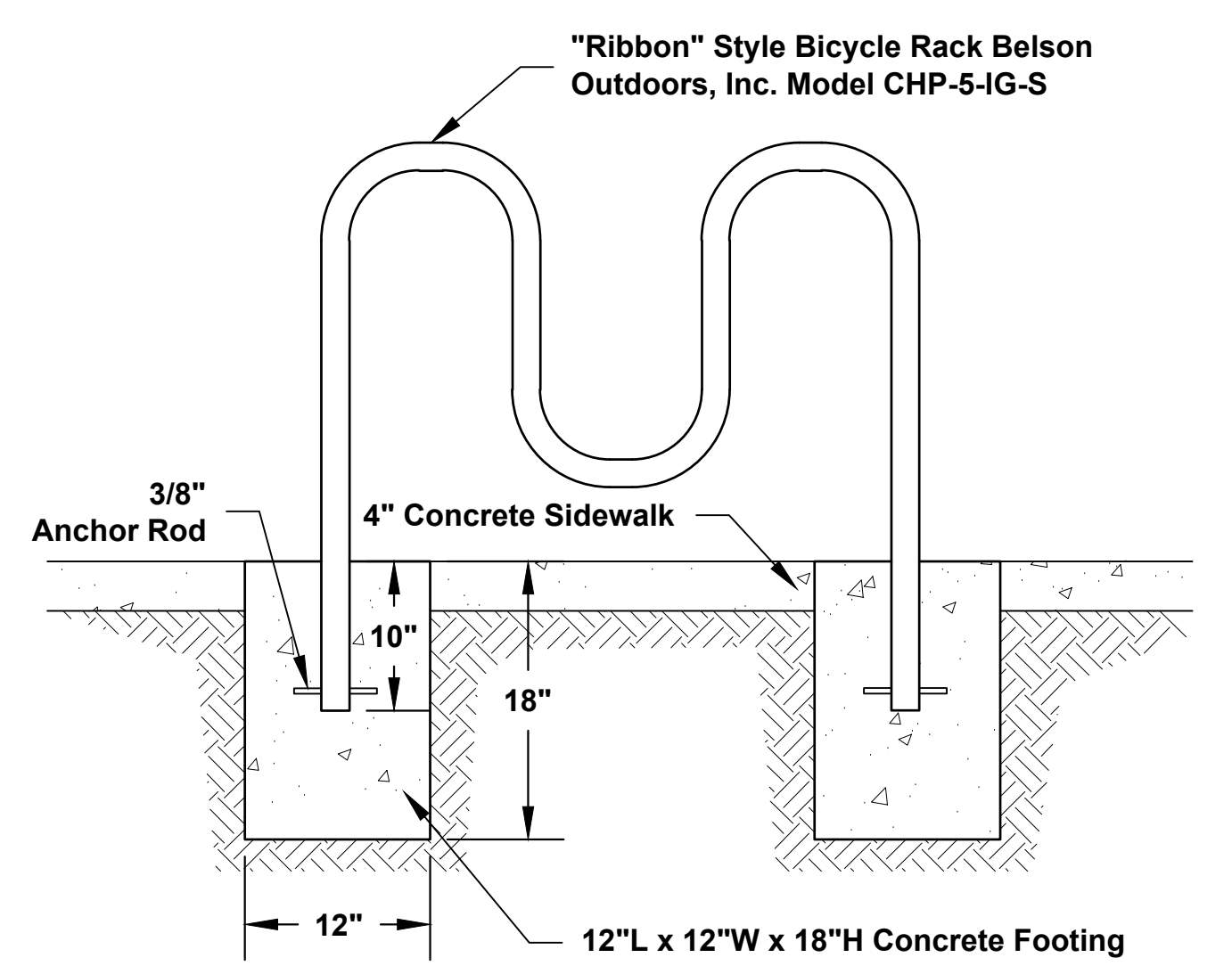
CONSTRUCTION ENTRANCE DETAIL
NOT TO SCALE



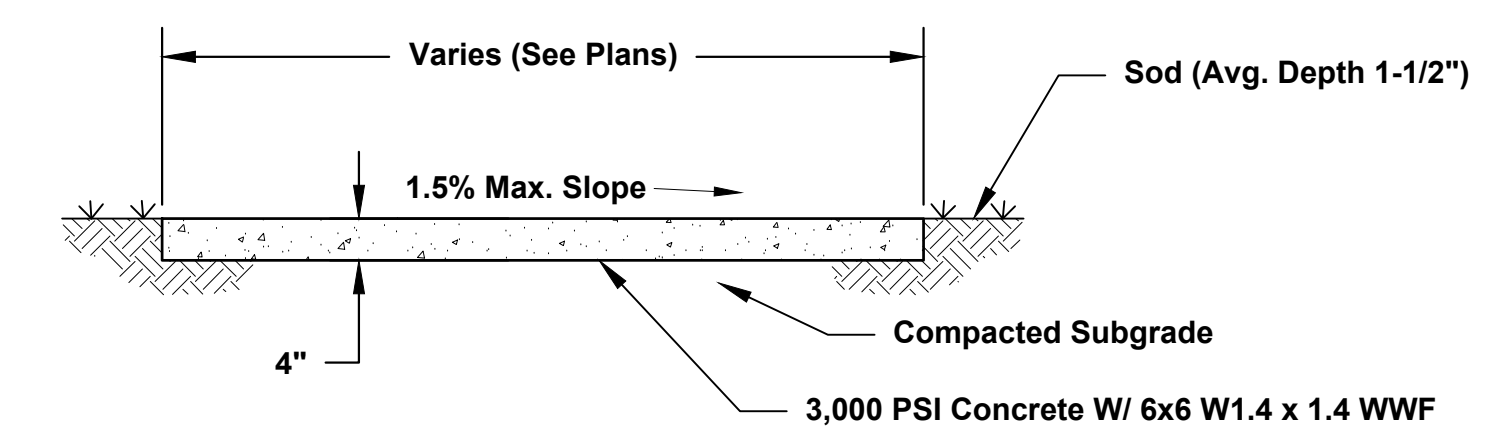
TYPICAL PAVEMENT DETAIL
NOT TO SCALE



TYPICAL OYSTER BREAKWATER DETAIL
NOT TO SCALE

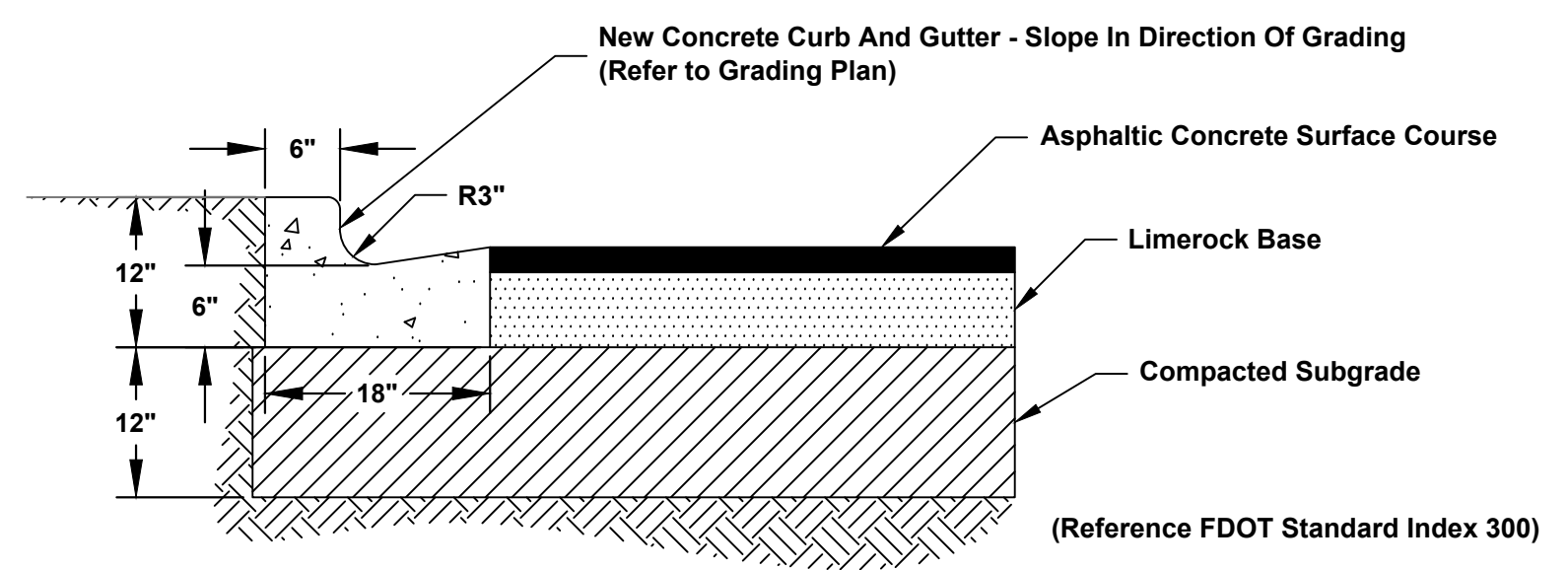


BIKE RACK DETAIL
NOT TO SCALE

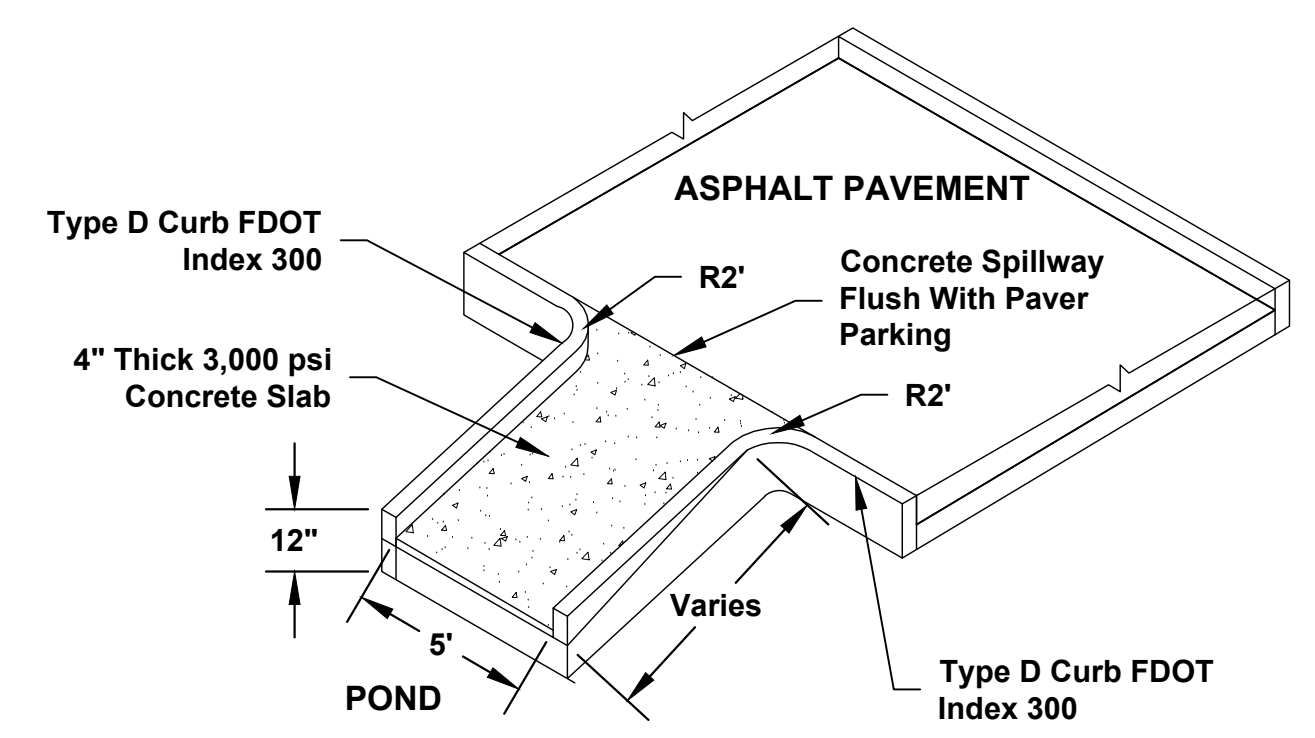


Note: Refer to FDOT Standard Index 310 for Expansion Joints.

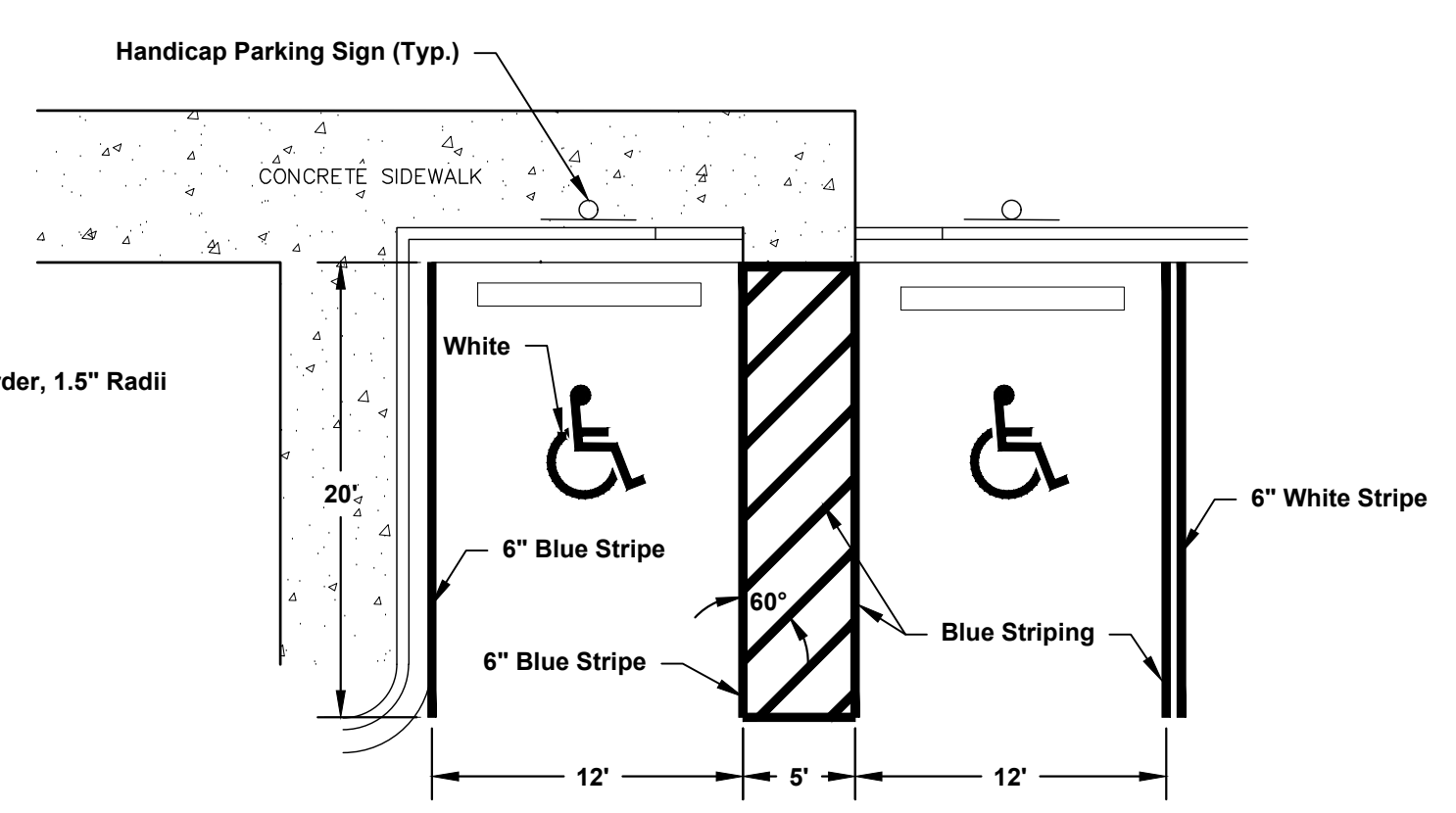
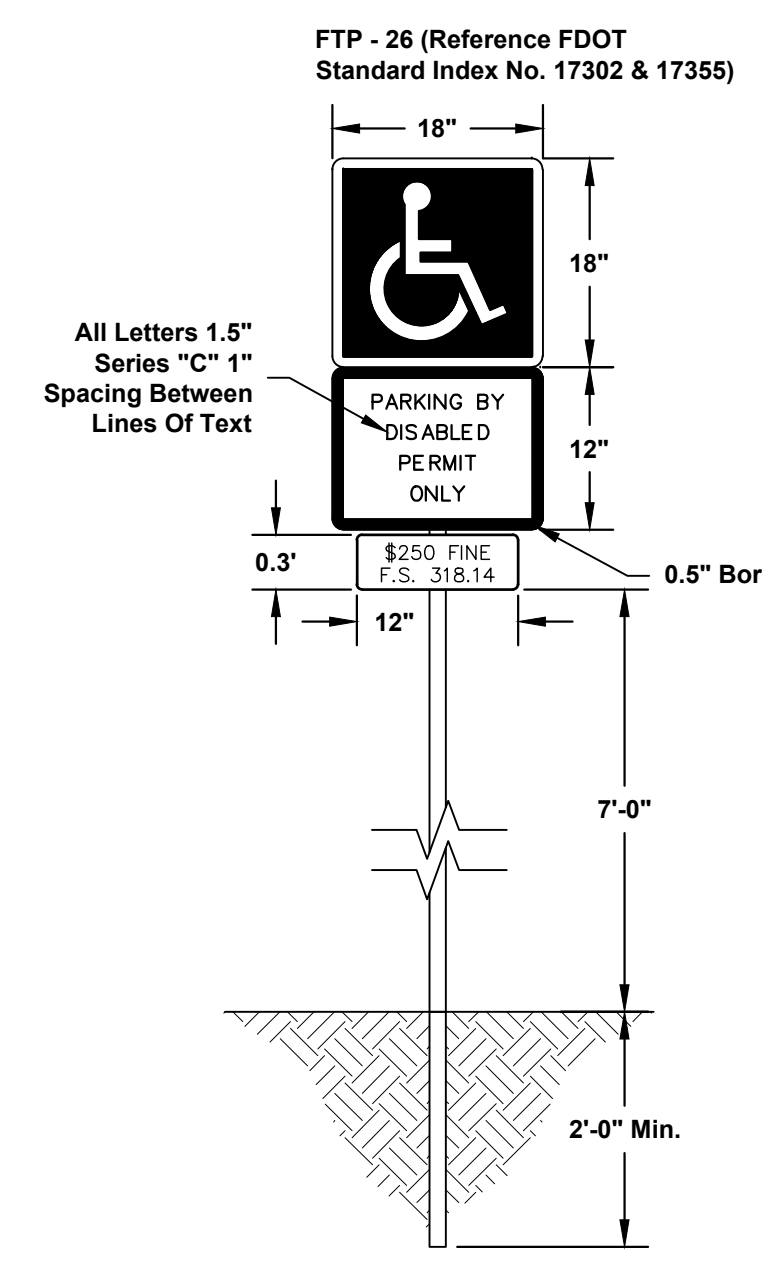
TYPICAL SIDEWALK DETAIL
NOT TO SCALE



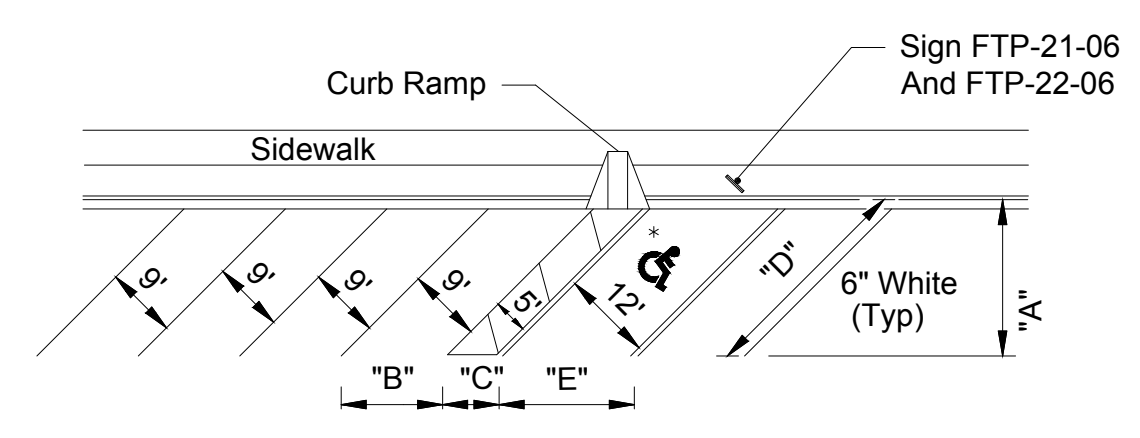
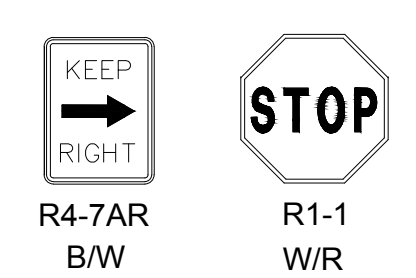
MODIFIED FDOT TYPE F CURB AND GUTTER
NOT TO SCALE



CONCRETE FLUME DETAIL
NOT TO SCALE



- Notes:
- All standard spaces shall have 6" white striping.
 - All handicap spaces shall have thermoplastic striping.
 - Handicapped parking and access aisle shall not be sloped more than 2.0% in any direction.
 - Striping shall be in accordance with FDOT Index 17346.

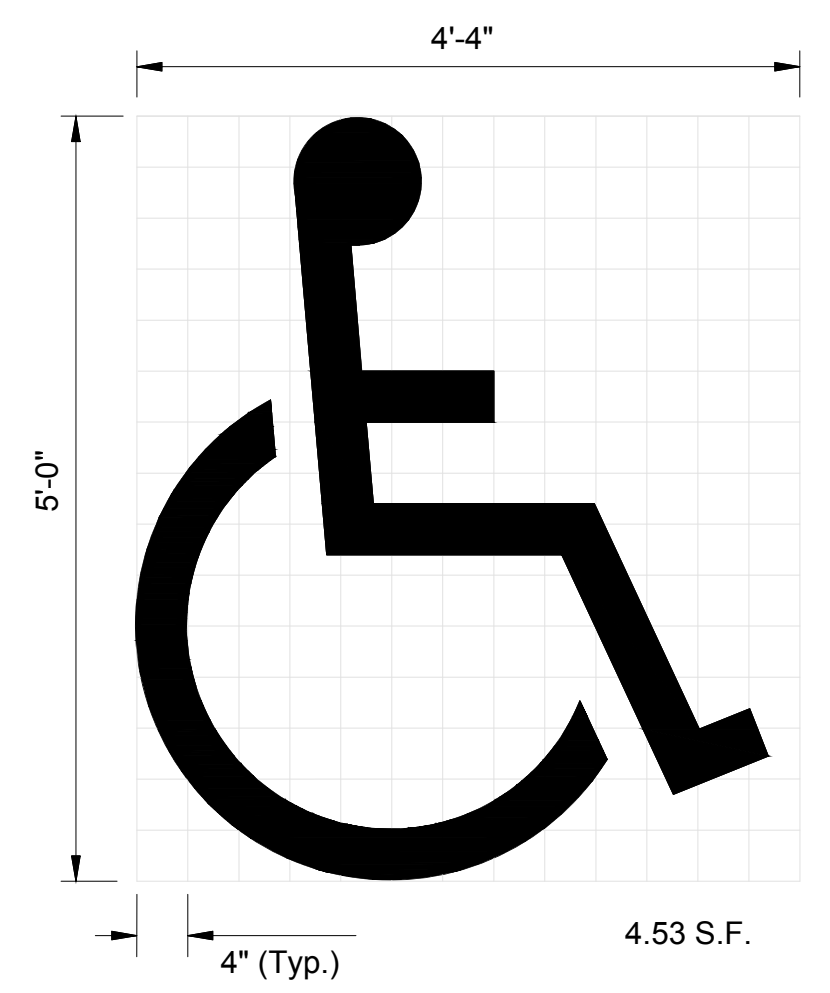


REVERSE-IN PARKING

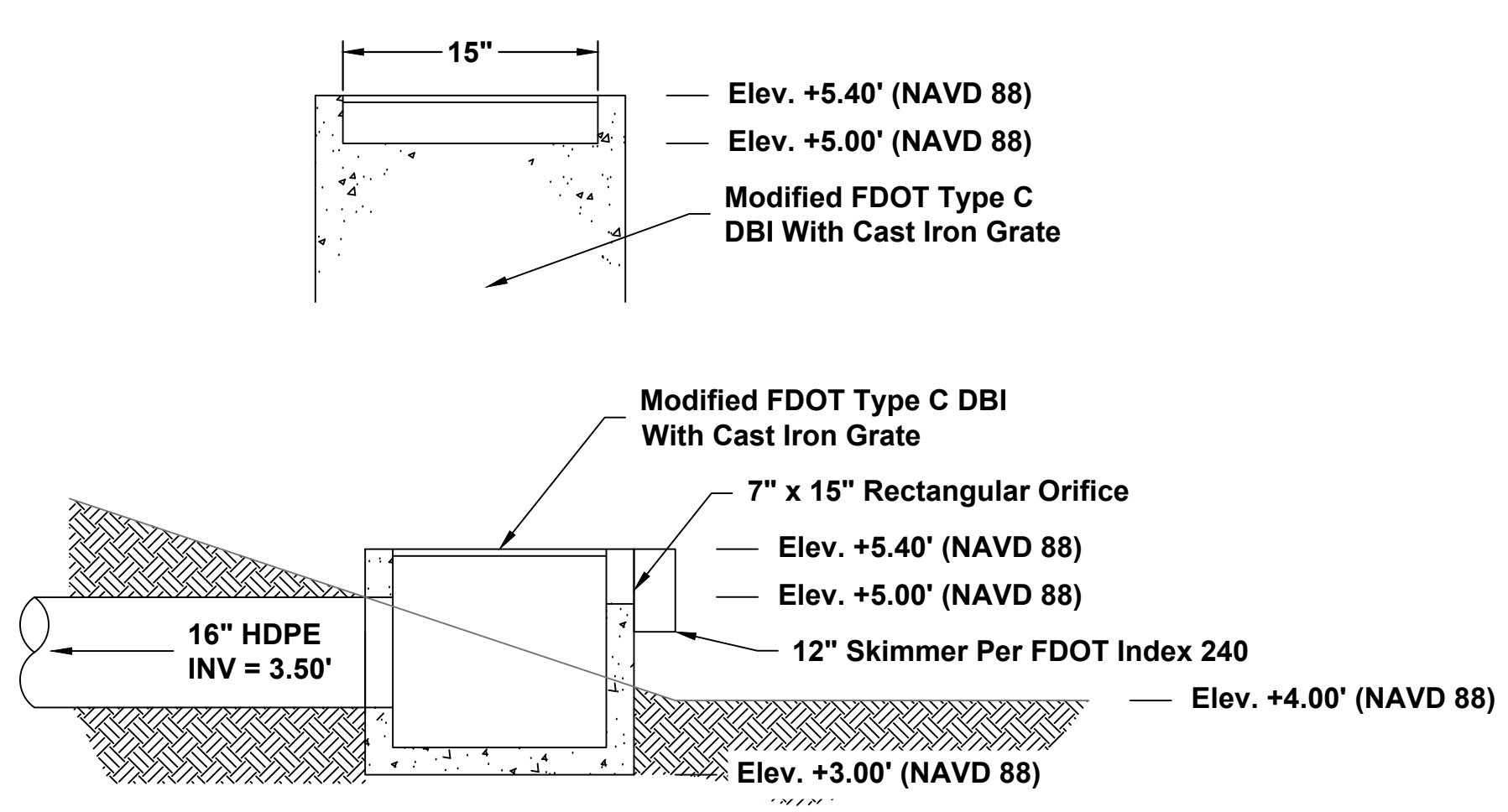
FOR ACCESSIBLE MARKINGS - SEE ABOVE

"DIMENSIONS"					
Ø	"A"	"B"	"C"	"D"	"E"
45°	19'-1"	12'-9"	7'-0"	27'-0"	17'-0"

HANDICAPPED PARKING AND SIGNAGE
NOT TO SCALE



Use of pavement symbol in accessible parking spaces is optional, when used the symbol shall be 3' or 5' high and white in color.



Notes: All pond slopes shall be stabilized with sod.

MODIFIED FDOT TYPE C CATCH BASIN
NOT TO SCALE

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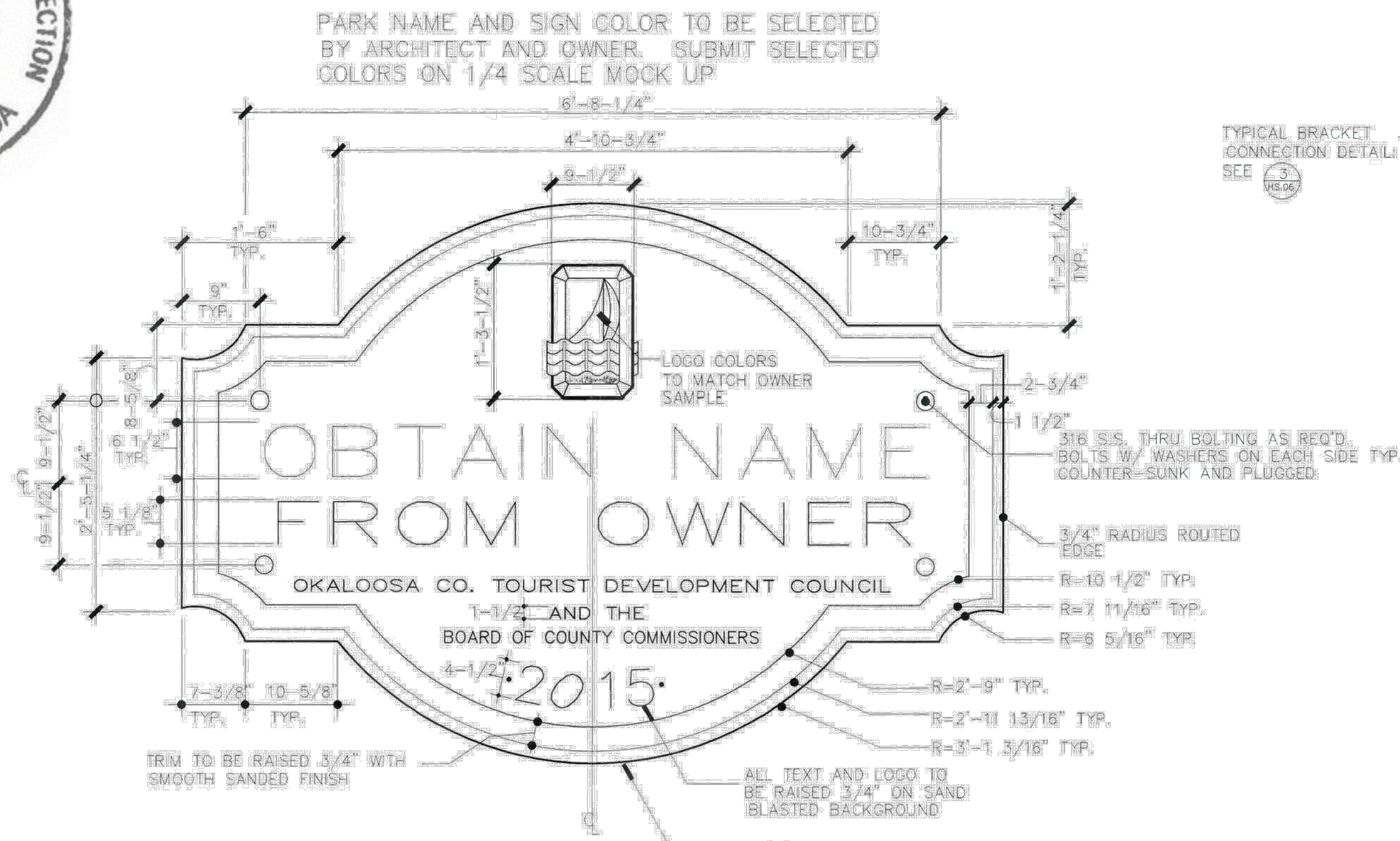
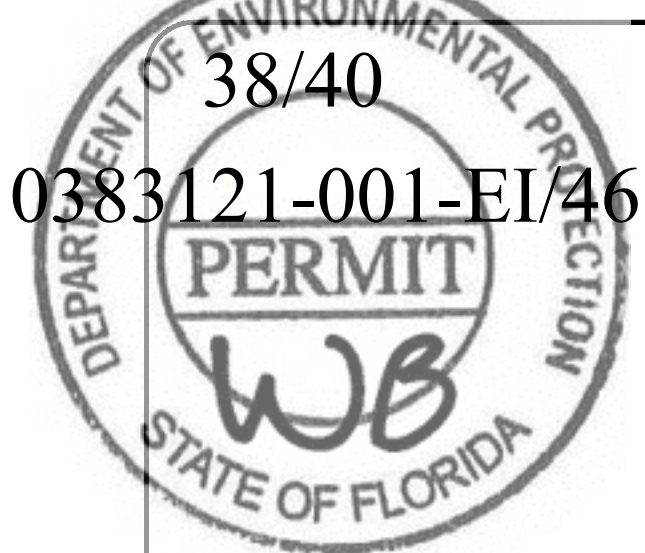
NOTES:

- Drawings are not valid for construction without being placed and sealed.
- Drawings prepared by mrd associates, inc. performed on 06-24-19 and dated 06-25-19.
- Drawings are referenced to Florida State Plane, North Zone, NAD83.
- Elevations referenced to NAVD83. Labels and flow directions are to NAVD83.
- Proprietary details are shown in this drawing. All dimensions are approximate and may not represent currently existing conditions.

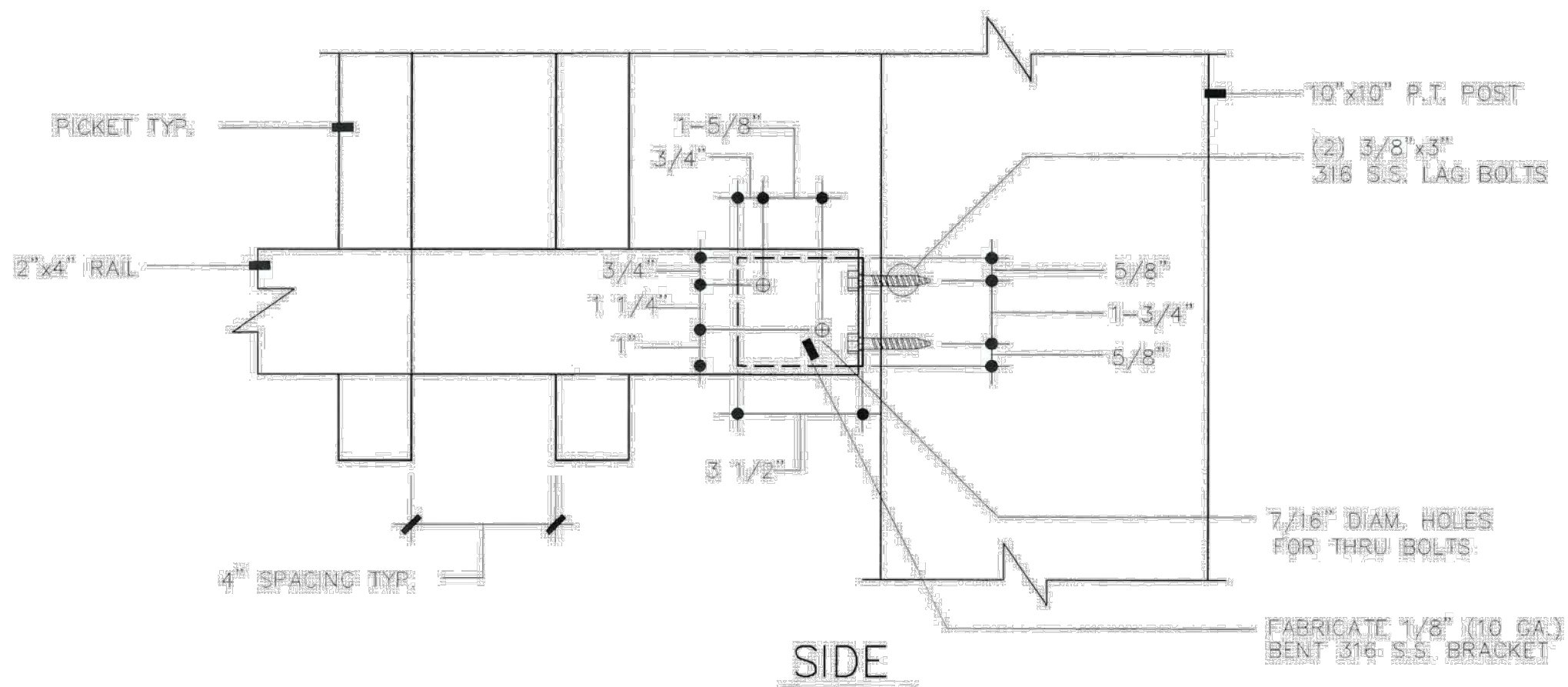


TYPICAL DETAILS (1 OF 2)
Soundside Access No. 2 Boat Basin and Amenities
 Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

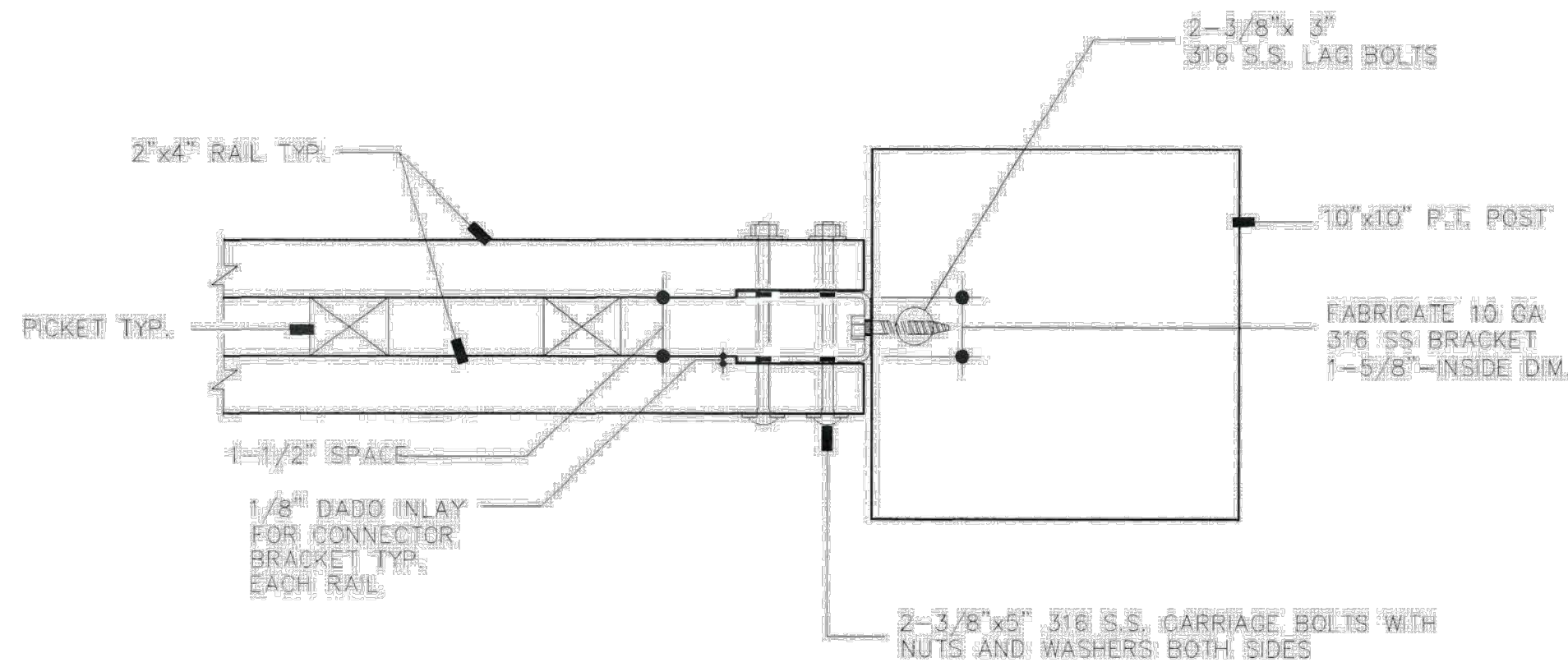
DESIGNED BY: **mrd**
 DATE: November 1, 2019
 REV DATE: June 30, 2020
 REV # 1 DRAWN: CKM
 REVIEWED: MRD
 PROJECT NUMBER:
17-441.4
 SHEET NUMBER:
15



1 SIGN DETAIL
HS.06 SCALE: 1"=1'-0"

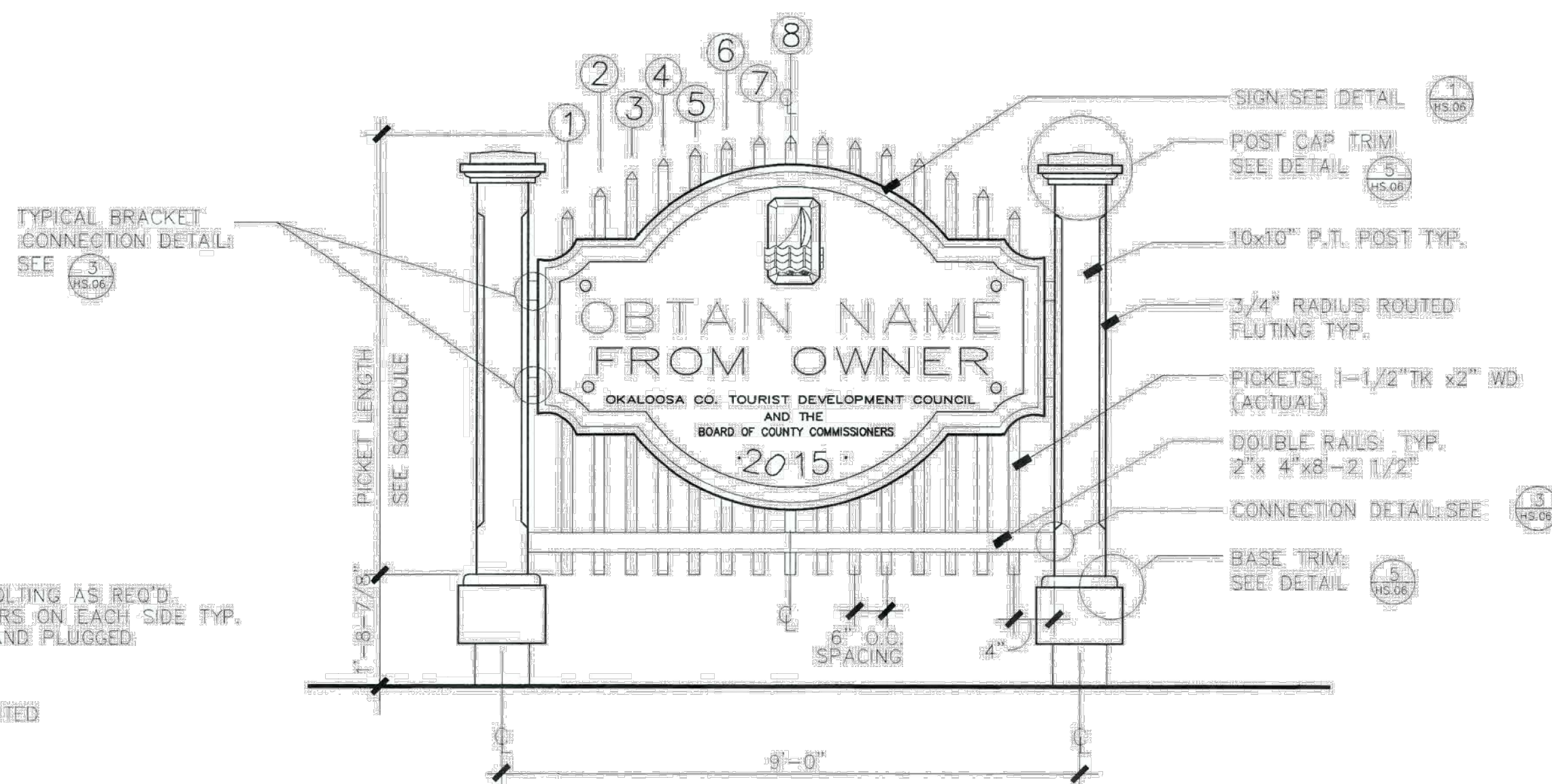


SIDE



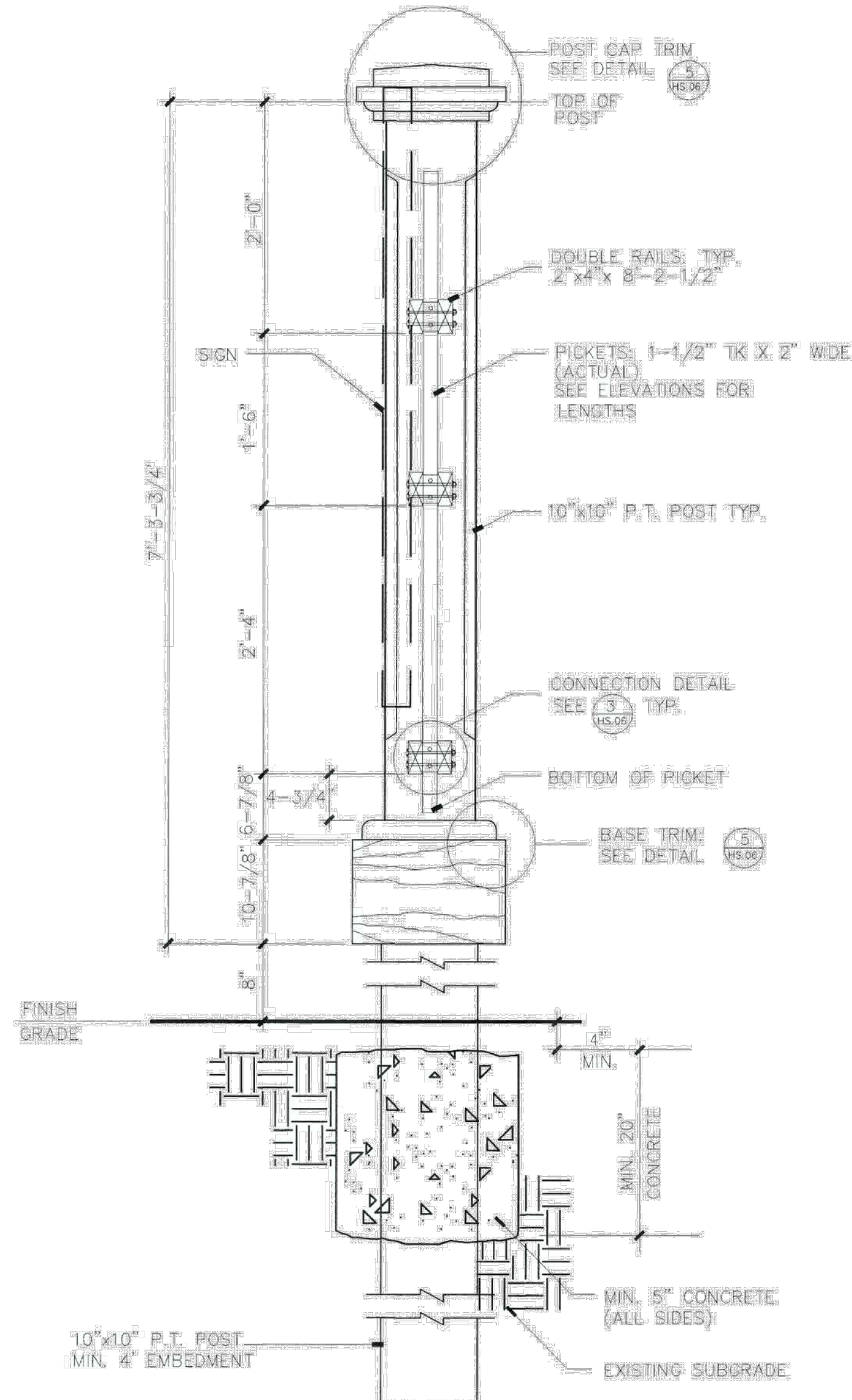
PLAN

3 RAIL TO POST CONNECTION DETAIL
HS.06 SCALE: 3/8"=1'-0"

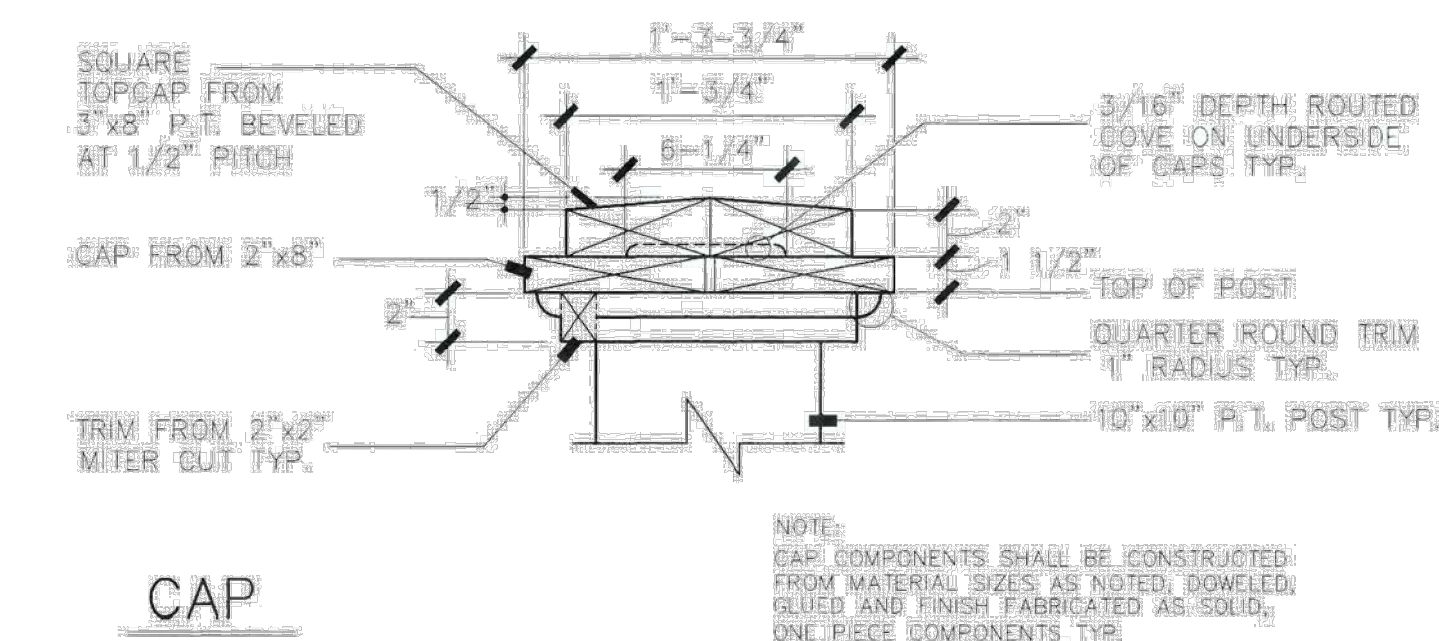


2 SIGN ELEVATION
HS.06 SCALE: 1/2"=1'-0"

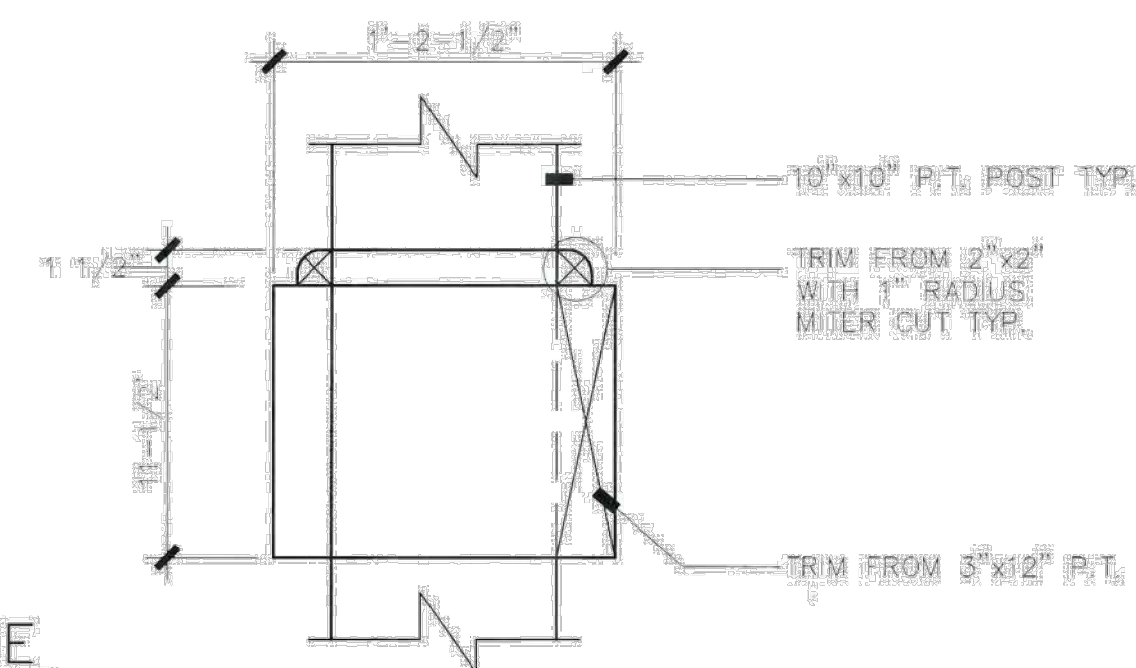
PICKET LENGTH/SCHEDULE	
1	6'-7 3/4"
2	6'-1 7/8"
3	6'-3"
4	6'-5 1/2"
5	6'-7 7/16"
6	6'-8 3/4"
7	6'-9 1/2"
8	6'-9 3/4"



4 TYPICAL POST / FOOTING SECTION
HS.06 SCALE: 1"=1'-0"



CAP



BASE

5 POST TRIM DETAIL
HS.06 SCALE: 1-1/2"=1'-0"

CONSTRUCTION NOTES AND SPECIFICATIONS:

- TREATED WOODS
ALL WOODS SPECIFIED AS PRESERVATIVE TREATED (P.T.) SHALL BE ALKALINE COPPER QUATERNARY (ACQ) IN ACCORDANCE WITH NES REPORT NO. NER-643 AND ICBO ES ER-4981.
MATERIAL STANDARDS: SHALL COMPLY WITH A.W.P.A. STANDARD UI (CATEGORY UC1, UC2, UC3A, UC3B, UC4A, UC4B), T1.
TREATMENT RETENTION: .60 LB/CF FOR GROUND CONTACT MATERIALS AND .40 LB/CF FOR NON-GROUND CONTACT MATERIALS.
MOISTURE CONTENT: ALL 2x DIMENSIONAL LUMBER FOR THIS PROJECT SHALL BE KILN-DRIED AFTER TREATMENT (KDAT).
- WOOD FINISH: ALL WOOD SHALL RECEIVE TWO (2) FLOOD COATS VINYL ACRYLIC LATEX SOLID PAINT WITH MILDEWICIDE, ENDURON "KONEOHE BAY" #9723, AND "AGATE" #19367 ARE RECOMMENDED OR APPROVED EQUAL. APPLY AS PER MANUFACTURER'S SPECIFICATIONS.
- ALL METAL CONNECTORS SHALL BE SIMPSON (OR APPROVED EQUAL) - #316 STAINLESS STEEL MINIMUM 16 GAUGE UNLESS OTHERWISE NOTED ON PLANS. SUBMIT SHOP DRAWINGS FOR ALL FABRICATED CONNECTORS.
- ALL BOLTS, NUTS, AND WASHERS SHALL BE #316 STAINLESS STEEL.
- ALL WOOD CONNECTIONS - UNLESS OTHERWISE DETAILED, SHALL BE WITH SQUARE DRIVE, SELF COUNTERSINKING, #316 STAINLESS STEEL SCREWS (BUGLE HEAD) #10 OF AN APPROPRIATE LENGTH FOR THE CONNECTION.
- TRIM NAILS: SHALL BE #316 STAINLESS STEEL UNLESS OTHERWISE NOTED.
- CONCRETE: TYPE I, 2000 PSI @ 28 DAYS.
- NAILS AND SCREWS SHALL NOT PROTRUDE FROM VISIBLY EXPOSED SURFACES.
- SUBMITTALS: SUBMIT MANUFACTURER'S SPECIFICATIONS AND TECHNICAL DATA FOR ALL PAINT PRODUCTS PRIOR TO APPLICATION.

NOTES:
 • Drawings are not valid for construction without being signed and sealed.
 • Sealing by Penney Engineers, Inc. performed on 06-24-19 and dated 06-25-19.
 • Drawing is referenced to FDOT Standard Plans, North Zone, NAD83.
 • Elevation is referenced to NAVD83. Labels and from 12-2016 to 02-2016. The photographic data used in this program are approximate and may not represent currently existing conditions.



ENTRANCE SIGN DETAILS
 Soundside Access No. 2 Boat Basin and Amenities
 Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

DESIGNED BY: **mrd**
 DATE: November 1, 2019
 REV DATE: June 30, 2020
 REV # 1 DRAWN: CKM
 REVIEWED: MRD
 PROJECT NUMBER:
 17-441.4
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 mrd associates, inc.
 Coastal, Marine & Water Resources Engineering



1.0. CONTACTS

Design Engineer/Project Manager
Phone: 850.689.5772
Fax: 850.689.5715
Email: rptrev@myokaloosa.com

Principal Engineer
Phone: 850.654.1555
Fax: 850.654.0550
Email: mjd@mrd-associates.com

2.0. GENERAL NOTES

- 2.1. These Construction Drawings and Technical Specifications are not valid for construction without being signed and sealed by a Registered Professional Engineer licensed in the State of Florida.
2.2. The Contractor is responsible for and shall verify all quantities, measurements, conditions, plans and drawings PRIOR to submission of bid.
2.3. The Work consists of furnishing all labor, equipment, and materials (except where indicated) and performing all operations in connection with the construction of the PROJECT as described and inclusive in these Construction Drawings and Technical Specifications (also referred to Drawings and Specifications).
2.4. All Work shall conform to the Drawings and Specifications, and approved permits. The Contractor shall post at the Project site all permit placards and comply with all terms of the permits as pertaining to the performance of the Work.
2.5. Prior to mobilization to the site, a Pre-Construction Conference between the Contractor, Engineer and Owner shall meet to verify construction access and staging locations, design details, and methods of construction.
2.6. The Contractor will take all the necessary measures to preserve all benchmarks, control points and monuments, and areas not included in the footprint of this Work are to be protected from construction impacts throughout the duration of construction.
2.7. The Aerial Photograph were obtained from LABINS.org and were flown between December 2015 and February 2016. The location of all objects in the aerial are approximate and may not represent currently existing conditions.
2.8. Construction Drawings and Technical Specifications are all inclusive.
2.9. Engineer - unless clearly stated or implied otherwise, Engineer shall mean the Owner's designated representative.
2.10. Signed and sealed - refers to a signed and sealed document of a Registered Professional Engineer or Surveyor (as appropriate for the type of Work) licensed in the State of Florida.

3.0. INDEMNIFICATION REQUIREMENTS

The Contractor shall indemnify and hold harmless the Owner and their respective engineers, representatives, and employees, in both individual and official capacities, against all lawsuits, claims, damages, losses and expenses, including attorney fees, caused by, resulting from, and/or incidental to the performance of the WORK under the full extent as allowed by the laws of the State of Florida and not beyond any extent which would render these provisions void or unenforceable. In the event of any such injury, death, loss, or damage, or claims thereof, the Contractor shall give the Owner prompt notice.

4.0. REFERENCED CODES AND STANDARDS

Standards listed by reference, including revisions by issuing authority, form a part of these Specifications to the extent indicated. Standards listed are identified by issuing authority, authority abbreviation, designation number, title, or other designation established by issuing authority. Standards subsequently referenced herein are referred to by issuing authority abbreviation and standard designation. In case of conflict, the requirement in these Specification shall prevail. Other codes and standards not listed herein may apply and are required to be adhered to. The latest publication as of the issue of this specification shall govern, unless indicated otherwise.

- 1) Okaloosa County Land Development Code
2) Aluminum 6061-T6, 6000 Series Aluminum Alloy; Aluminum Alloy; Metal; Nonferrous Metal.
3) American Concrete Institute (ACI) 117, Tolerances for Concrete Construction and Materials, Commentary.
4) American Concrete Institute (ACI) 318, Building Code Requirements for Reinforced Concrete.
5) Book of Standards of the American Wood-Preservers Association (AWPA).
6) Florida Building Code and any municipal building codes.
7) Portland Cement Association (PCA), Design and Control of Concrete Mixtures.
8) SPIB Standard Grading Rules for Southern Pine Lumber, 2014 edition or recent edition.
9) ANSI B18.2 - Sae Bolts and Screws (inch series) Including Hex Cap Screws and Lag Screws.
10) ASTM A29/A29M - Steel Bars, Carbon and Alloy, Hot-Wrought and Cold Finished.
11) ASTM A36/A36M - Structural Steel.
12) ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
13) ASTM A153 - Zinc Coating (Hot Dip) on Iron and Steel Hardware.
14) ASTM C33 - Concrete Aggregates.
15) ASTM C39 - Test Methods for Compressive Strength of Cylindrical Concrete Specimens.
16) ASTM D698 - Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.
17) ASTM D1785 - Poly-Vinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80, and 120.
18) ASTM D3034 - Type PSM Poly Vinyl Chloride (PVC) Sewer Pipe and Fittings.
19) ASTM D3889 - Method of Testing Individual Piles Under Static Axial Tensile Load.
20) ASTM D4216 - Standard Specifications for Rigid Poly (Vinyl Chloride) (PVC) and Related PVC and Chlorinated Poly (Vinyl Chloride) (CPVC) Building Product Compounds.
21) ASTM D4226 - Test Methods for Impact Resistance of Rigid Poly (Vinyl Chloride)s (PVC) Building Products.
22) ASTM F593-02 - Stainless Steel Bolts, Hex Cap Screws, and Studs.
23) ASTM F594-09 - Stainless Steel Nuts.
24) ASTM F606-09 - Standard Test Method for Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, and Rivets.
25) ASTM F1554 - Anchor Bolts.
26) ASTM F2329-11 - Standard Specification for Zinc Coating, Hot-Dip, Requirements for Application to Carbon and Alloy Steel Bolts, Screws, Washers, Nuts, and Special Threaded Fasteners.
27) FDOT - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.
28) FDOT - Roadway Plans Preparation Manual.
29) FDOT - Standard Specifications for Road and Bridge Construction
30) FDOT - Procedures Manual for Flexible Pavement Design.
31) FDOT - Utility Accommodation Guide.
32) FDOT - Roadway and Traffic Design Standards.
33) FDOT - Drainage Manual.
34) FDOT - Bicycle Facilities Planning & Design Manual.
35) AASHTO - A Policy on Geometric Design of Highways and Streets.
36) AASHTO - Standard Specifications for Highway Bridges
37) AASHTO - Guide for Development of New Bicycle Facilities.
38) USDOT, FHWA - Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).
39) Transportation Research Board, Special Report 209, Highway Capacity Manual.
40) ASCE and WPCF, Design and Construction of Sanitary & Storm Sewers, 1986 edition.
41) ITE - Traffic Calming reference.
42) OSHA - All OSHA Safety Regulations, current edition.
43) American with Disabilities Act Accessibility Guidelines (ADAAG).

5.0. SUBMITTALS

- 5.1. Daily Quality Control Reports
The Contractor will prepare Daily Quality Control Reports for submittal to the Engineer documenting the progress of the Project. At least seven (7) days prior to Pre-Construction Meeting, the Contractor shall submit a sample progress report to the Engineer for review and approval. The report shall include, at a minimum: 1) Project Name; 2) Contractor's name and contact information; 3) On-site Supervisor; 4) date of report; 5) weather conditions; 6) Work performed; 7) quantity of materials installed, staged, etc.; 8) problems/delays/issues; 9) instructions given/received; 10) deviations from the Drawings and/or Specifications; and, 11) certification statement by the Contractor with the Contractor's signature verifying the reported information.
5.2. Construction Sequence and QA/QC Plan
The Contractor shall submit a Construction Sequencing Plan and Quality Assurance/Quality Control (QA/QC) Plan to be approved by Engineer. The Plan will be submitted to the Engineer a minimum of 30 days prior to mobilization to the site. Construction shall be sequenced as to avoid or minimize disruptions to the public normal use of the property. The Contractor shall comply with the approved Construction Sequence Plan throughout the mobilization/demobilization and construction of the Project.
The QA/QC Plan shall indicate the protocol for ensuring that all excavation/fill, pile and structure placement, dimensions and spacing meets the requirements of these Drawings and Specifications. The Plan should also identify options to correct the configuration of the Work is not accepted by the Engineer.
5.3. Schedule of Values
The Contractor shall submit a Schedule of Values to the Engineer for review and acceptance. The pay items in the Schedule of Values shall be used by the Engineer to evaluate the project's progress, review monthly request for payment, and make recommendations for the Contractors payment to the Owner. The Schedule of Values is a start-to-finish list of Work items broken down into the component parts and with corresponding values that, in total, represent the entire project from beginning to end and the entire contract price. The Schedule of Values will allocate the entire contract sum among the various portions of the Work and these items shall be visible and verifiable to the Engineer during site visits. The quantities shall be presented for payment based on the Method of Measurement listed in the Schedule of Values. No front-end loading is allowed.
5.4. Vibration Monitoring Plan
The Contractor shall include a Specialty Engineer to develop and submit a Vibration Monitoring Plan to the Engineer for review and acceptance. The Plan, at a minimum, shall include the type of equipment, number of units deployed and operational at any given time and locations of monitoring locations. The Plan will also include acceptable velocity ranges and standards that will be allowed during the installation of sheet-pile and/or piles to ensure that construction activities will not result in damage to the adjacent structures. The Plan shall also include corrective action procedures upon detecting exceeded vibration levels.
5.5. Equivalent or Substitute Materials
The Contractor shall supply the materials specified in these Drawings and Specifications. Any proposed changes in the materials by the Contractor must be submitted to the Engineer for review and approval prior to the ordering or installation of materials by the Contractor. The written request to the Engineer must state the justification for the substitution, include copies of the technical specifications and data-sheets of the proposed materials, and include a detailed side-by-side comparison of the specified materials versus the proposed materials indicating how the proposed materials meet or exceed the specified materials. The intent of allowing Equivalent or Substitute Materials is to use identical or similar materials produced by the specified or different manufacturer or supplier that will be available at the time of installation. A substitution will not be considered for a change in the type of material, different product, change in configuration or any other change not in conformance with the specified product. A proposed change in materials will also not be considered if the project or connecting members need to be re-designed or permits need to be modified to accommodate the proposed change in materials. The Engineer has the ultimate authority to approve or deny the equivalent and substitute materials proposed by the Contractor. In addition, the Engineer also has the authority change materials as the Engineer deems appropriate. The Engineer's decision to approve or deny substitute materials or initiate a change in materials is final and does not require explanation or justification to the Contractor.
5.6. Sheet Pile Certifications
The Contractor shall submit manufacturer's Certificate of Quality verifying the Vinyl, Composite and/or Steel Sheet Piles that meet these Specifications.
5.7. Pavement
Materials and testing procedures and reports per FDOT Standard Specifications for Road and Bridge Construction.
5.8. Concrete Strength Tests
The Contractor shall submit to the Engineer one concrete 28-day strength tests per ASTM C39 for every batch of concrete delivered to the site for the concrete pile cap and drainage pipe replacement and repairs documenting the concrete meets the requirements contained in these Specifications.
5.9. Timber Certifications
The Contractor shall submit manufacturer's certificate of quality verifying the timber components meet these Specifications. These certifications should describe the lumber species, grade, and preservative treatment of the piles, timber pile caps, and joists.
5.10. TRIMAX Product Certifications
The Contractor shall submit manufacturer's certificate of quality verifying the TRIMAX picket planks meet these Specifications.
5.11. Connection Certifications
The Contractor shall submit manufacturers certifications for each type of fastener used in construction. The certification shall provide evidence that the fastener meets the requirements of these Specifications.
5.12. Fill and Fill Compaction Test Results
The backfill materials shall consist of clean sand and free of all lumber, trash or other debris. The fill shall be paced in successive uniform layers not more than twelve (12) inches and brought to an elevation above the finished grade sufficient to provide settlement. Areas to be compacted shall be moistened and compacted by either rolling, tamping, or any other method proposed by the Contractor and approved by the Engineer to achieve the desired density. The Engineer shall review all compacted areas prior to further construction operations. The soils adjacent and below the structures shall be compacted to a density of not less than 95% of the Modified Proctor Maximum Density as determined by ASTM D-1557 unless otherwise specified on the Drawings. The Contractor shall ensure that no damage occurs to the sheet pile or other infrastructure during construction or compaction activities. Compaction requirements for non-paved areas which are not part of a Storm Water Management System may be reduced to 90%. The Contractor shall submit samples and gradation analysis of backfill material to be placed behind and between the bulkhead and the anchors prior to ordering the materials. The compaction summary report will be signed and sealed by a Professional Engineer registered in the State of Florida, or as approved by the Engineer.
Imported Top Soil: If additional soil is needed for landscape planting, it shall be obtained from sources that comply with the Okaloosa County White Sand Ordinance.
5.13. Filter Fabric Certification
The Contractor shall submit manufacturer's information verifying the material meets these Specifications. The Shop Drawings shall be submitted by the Contractor for the Engineer's review and approval prior to ordering the materials by the Contractor.
5.14. Drainage and Rip Rap Stone Test Results
The Contractor shall submit a certified copy(s) of gradation and material quality testing results and certification that the Stone meets all the requirements of the Specifications. The test results shall be submitted by the Contractor for the Engineer's review and approval prior to ordering the materials by the Contractor.

5.15. Oyster Material and Bags

The Contractor will furnish the Engineer with specifications and samples of the Oyster Bag Breakwaters for review and approval. The material will be biodegradable new bags containing pre-washed cured recycled or pre-washed fossilized oyster shell.

5.16. Vegetation Materials

Refer to Landscape Plan.

5.17. As-Built Surveys

Within 7-days of the Project completion, the Contractor shall perform an As-Built Survey of the features constructed both below and above ground, and waterside. Features that will be installed and buried during the completion of the Project should be surveyed after the features have been installed and the Contractor is not required to wait until the entire Project completion. The survey shall be prepared by a Professional Land Surveyor Licensed in the State of Florida and experienced in As-Built Surveys. The certified survey shall be provided to the Engineer within 14-days of completion of the survey or no later than 21-days after Project completion in hardcopy and digital (AutoCAD) format and clearly marked with the plan extent and elevations of the Project. The Engineer shall review, comment and approve the information provided on the As-Built Survey. If the survey is deemed incomplete, the Contractor shall re-survey those deficiencies as outlined by the Engineer and re-submit the As-Built Survey for approval by the Engineer. An approved As-Built survey is a condition of project acceptance and recommendation for final payment.

6.0. SITE PROTECTION

During construction operations, the Contractor shall assume responsibility for protecting the site as well as any structures (newly constructed or existing) in the vicinity of active construction operations. Repair of site features or structures damaged during the construction period shall be at Contractor's expense.

6.1. Erosion Control and Construction Fencing

The Contractor is responsible for controlling site erosion and shall not unnecessarily remove existing vegetation or alter existing topography unless shown in the Drawings. The Contractor shall install and maintain all erosion control measures (BMPs) along any proposed staging areas, stockpiles, access ways and construction areas or as required to prevent windblown and direct and indirect runoff sedimentation from reaching water bodies or wetland areas. Any temporary stockpiles shall not be located adjacent to undisturbed wetlands. Any stockpiles to remain longer than 24-hours shall be confined by erosion control measures. Erosion control measures may include silt fencing or hay bales as deemed appropriate for the condition and site activities. Construction fencing shall be placed along the upland construction limits, including material and equipment storage areas. The construction fencing shall restrict public access into the construction area and impede any construction equipment form impacting any existing upland or submerged vegetation or natural areas not identified for removal.

6.2. Turbidity Control Measures

The Contractor shall place turbidity control measures (BMPs) along any proposed staging areas adjacent to, or construction areas within protected waters to prohibit the discharge of unregulated waters and soils from entering the waters of the State and impede any activity from impacting any existing upland or submerged vegetation or natural areas not identified for removal.

All erosion and turbidity control measures shall be in place a minimum of two (2) days prior to the mobilization of equipment and/or materials to the site. All BMPs will be inspected on a regular basis to ensure proper function. BMPs will also be inspected immediately after a significant rainfall event. Once construction is completed and prior to final acceptance, all erosion and turbidity control measures may be removed to the satisfaction of the Engineer.

6.3. Vibration Monitoring

The Contractor shall provide a Specialty Engineer to continuously monitor and record vibration levels during the installation of sheet-pile and piles in accordance to the accepted Vibration Monitoring Plan. The vibration records shall be provided to the Engineer within 24 hours of monitoring installation or sooner if the velocities exceed the specified standards. The Contractor shall provide vibration monitoring equipment capable of detecting velocities of 0.01 inches per second or less. The Contractor shall stop the sheet pile installation, backfill any open excavations, notify the Engineer, and provide a corrective action plan for acceptance by the Engineer upon detecting vibration levels reaching 0.5 inches per second (or as specified in the Plan) or damage to the structure.

7.0. UTILITIES

The Contractor shall take full responsibility for works in the vicinity of existing utility lines. Information shown on the Drawings concerning the type, size, and location of utilities is based on the County's Utility Records and surveys provided by others. The Drawings may not show all utilities (active or inactive) within the project limits, or that utilities are in the actual horizontal or vertical positions shown on the Drawings. The Contractor shall field verify and coordinate the location of all existing utilities, including buried water, sewer, electric lines, etc. The Contractor shall determine the type, size, and location of underground utilities to establish their location and to avoid damage to other utilities. The Contractor shall have all existing buried utilities "Line Spotted" at least 48-hours prior to any excavation by calling 811 or 1.800.432.4770 (CALL SUNSHINE).

8.0. CONSTRUCTION SURVEY AND STAKING

- 8.1. The Contractor shall retain a qualified Surveyor Licensed in the State of Florida to provide all necessary construction survey and stakeout. Upon completion of construction, the Contractor shall provide a Signed and Sealed As-Built Survey of the Project.
8.2. Spot topographic, bathymetric elevations and existing conditions were surveyed by Dewberry Engineers, Inc., dated June 6, 2018 and are presented in these Drawings.
8.3. A benchmark(s) is provided on the Drawings. Prior to construction, the Contractor shall be responsible to verify the vertical and horizontal control. If the benchmark is not recoverable the Contractor will be responsible for re-establishing the benchmark from other benchmarks within the immediate area. The Contractor will provide this information to the Engineer prior to project commencement.
8.4. The tidal elevations shown on Drawings are based on LABINS (Land Boundary Information System). Horizontal coordinates are referenced to Florida State Plane North, North American Datum of 1983 (NAD83). Elevations are referenced to North American Vertical Datum, 1988 (NAVD88).
MHW (Mean High Water) level +1.04 feet NAVD (1988)
MLW (Mean Low Water) level +0.50 feet NAVD (1988)

9.0. SITE GEOTECHNICAL CONDITIONS

According to the United States Department of Agriculture (USDA), soils within the project site are Newhan-Corolla Complex, Rolling (Soil Number 18). The soil is classified as being excessively drained, with slow runoff and rapid permeability with a hydrologic soil group classification mixture of A and C. The permeability rate for this type of soil is approximately 20 inches per hour (in/hr) or greater and is considered to have a very low potential for runoff. Type A soils have been characterized to have higher infiltration rates compared to Type C soils. Groundwater was struck onsite at location 30°23'50.4"N, 86°36'26.9"W 15 inches below the surface, giving the groundwater elevation to be approximately 1.75 feet, NAVD88.

10.0. DEMOLITION

- 10.1. The Contractor will be responsible to abide by all applicable Federal, State and Local laws, regulations and permit throughout demolition activities. The removal and transportation of debris generated by demolition activities to an appropriate and legal upland disposal facility is the responsibility of the Contractor. Equipment, labor, identification of permitted disposal facilities, permissions and if necessary regulatory and disposal fees and permits for disposal of materials is the responsibility of the Contractor. The Contractor shall be responsible for complying with all Federal, State and Local regulations concerning site safety and handling and disposal of contaminated soils and materials.
10.2. Items and/or materials identified by the Engineer or Owner at the Pre-Construction Meeting as reusable shall be sorted and stored appropriately by the Contractor.

- 10.3. Clearing and grubbing includes the removal of all incidental items including but not limited to structures, concrete, asphalt, gravel, fencing and any other improvements to be removed. Construction activities will be limited to areas of disturbance identified in the Demolition Plan. The Contractor shall survey and stake the clearing limits as indicated by the plans and receive approval from the Engineer prior to commencing with the clearing and grubbing operation.
10.4. The CONTRACTOR shall coordinate removal and/or relocation of all utility services with Okaloosa County Public Works.
10.5. No grubbing or spraying of herbicide is allowed within the footprint or adjacent to the vegetation installation. However, prior to fill placement and vegetation installation, the Contractor shall remove all snags, driftwood and similar debris lying within the construction limits. All rocks or stones larger than 6-inches in diameter shall be removed from the backfill material. Backfill material placed within 1-foot of piping and appurtenances shall not contain any stones larger than 2-inches in diameter.
10.6. All materials removed will be disposed of in an appropriate and legal manner and at the expense of the Contractor.
10.7. The Contractor shall remove the existing phragmites australis vegetation by hand. The Contractor shall apply herbicides as treatment after removal. Rodeo glyphosate, or an approved equal, shall be applied where the phragmites australis was removed 4 to 6 quarts per acre by broadcast treatment or 0.75% to 2% by spot treatment. Old and dead stalks shall be removed prior to herbicide treatment. Application shall be done during postemergence in the late summer or fall when the vegetation fully blooms. If application cannot be conducted during this timeframe, the Contractor will provide reasoning as to how the herbicide will effectively prevent phragmites australis regrowth. For additional information, please reference "Common Reed" from Weed Control in Natural Areas in the Western United States. Reference: DiTomaso, J.M., G.B. Kyser et al. 2013. Weed Control in Natural Areas in the Western United States. Weed Research and Information Center, University of California. 544 pp.
10.8. The Contractor is responsible for the continual removal of the existing phragmites australis vegetation along the boat basin boundary for 365 days upon completion of the project.
10.9. For the demolition debris such as the clearing and grubbing materials to be removed and disposed of off-site, the Contractor shall stockpile the debris and coordinate with Okaloosa County Public Works for the removal of the debris from the site. It will be the responsibility of the Contractor to dispose of such items off-site as approved by Okaloosa County Public Works.
10.10. For existing items or material to be removed from the site and retained by the Okaloosa County Public Works. The Contractor shall coordinate removal and stockpile of these items or materials with Okaloosa County Public Works prior to clearing and grubbing activities. Materials shall be transported to the Okaloosa County South Maintenance Yard at 84 Ready Avenue, approximately 6-miles from the site.
10.11. The burning of materials and/or debris as a means of disposal is prohibited within the project limits. The Contractor is responsible for obtaining written permission from Okaloosa County Public Works prior to storing or staging any equipment or materials on any property not owned by the CONTRACTOR. A copy of the written permission will be provided to the ENGINEER prior to storing or staging.

11.0. PILE DRIVING AND INSTALLATION

- 11.1. Pile Driving Equipment
Pile driving equipment shall have a capacity at least equal to the manufacturer's recommendation for the total weight of pile, type of pile, and character of subsurface material to be encountered. The Contractor shall select the size and type of hammer, which will drive the piles to the specified bearing capacity or minimum tip elevation without damaging the pile. Splicing of piles will not be permitted.
11.2. Tolerances in Driving
All piles shall be driven with a variation of not more than 0.06-inch per foot of pile length from the vertical. Butts shall be within 2-inches of the location indicated. The Contractor shall check all piles for heave. Piles found to have heaved shall be re-driven to the required tip elevation. Piles damaged, mis-located, or driven out of alignment shall be replaced or additional piles driven as directed.
11.3. Pile Installation Depth and Bearing Capacity
The Contractor shall drive all piles to the depth necessary to reach the required bearing capacity of five (5) tons or greater or the minimum pile tip elevation, whichever is greater as indicated on these Drawings.
11.4. Timber Pile Installation
The Contractor may install timber piles using a combination of jetting and/or driving. However, the Contractor shall drive main dock support piles the final 5 feet of penetration and must verify that all piles supporting main dock structures provide the minimum bearing capacity based on pile hammer blow counts.
11.5. Handling of Timber Piles
Cant hooks shall not be used in handling treated piles. Cutting of piles shall be with pneumatic tools, sawing, or other means approved by the Engineer. Holes for bolts shall be of a size that will ensure a driving fit. Where indicated, holes shall be countersunk for the bolt heads and washers. After the piles have been driven and cut off, all cut, bored, and dapped surfaces shall be field treated with preservative as specified in AWWA M4.
11.6. Pile Driving Record
The Contractor shall prepare and submit pile driving records. Pile driving records shall show the structure type, pile location, pile type, pile number, date, time, pile hammer operator, pile hammer and rated energy, final pile tip elevation, recorded blow counts during driving of the pile, final bearing capacity as determined by blow counts, and the method (dynamic formula and safety factor) used to compute the capacity. The records shall also include notes on whether jetting was utilized, comments on obstructions or soft soil layers, and other pertinent information. The Contractor shall number the piles and record the number and location on a set of Drawings. These Drawings shall be kept neat and legible and shall be stored with the driving records at the Project. The markups will be made available to the Engineer throughout construction until completion of pile installation at which time a complete package will be submitted to the Engineer.

12.0. TIMBER STRUCTURAL COMPONENTS

- 12.1. Timber Piles
All pier, dock and mooring piles shall be southern pine, pressure treated with Chromated-Copper-Arsenate (CCA), water borne preservative. 2.5 pounds dry chemical retention per cubic foot in accordance with AWWA standards C3 and C18. The wood piles shall be new, in one piece, and of approved timber containing no evidence of decay, free from short kinks or reverse bends, and having uniform taper from butt to tip. A straight line drawn from the center of the butt to the center of the tip shall lie wholly within the body of the pile. Piles specified on the Drawings are called out by pile butt diameter. All pilings shall have a minimum sapwood thickness of three and one-half (3½) inches. The piles shall meet all the requirements of ASTM D-25 standard Specifications for timber piles.
Prior to the installation of any CCA treated piles, and as a condition of its acceptance, the Contractor shall furnish the Engineer with a manufacturer's certificate of quality and compliance with Specifications for marine piles, pile material, water-borne preservatives, and method of pressure treatment, as set forth in these Specifications. If regulatory permits require wrapping or coating of treated piles, the Contractor shall treat the piles as per permit requirements.
Mooring and dock piles shall be installed to the minimum pile penetration depth shown on the Drawings. Extreme care is required to plumb and space the piling according to the dimensions indicated on the Drawings. The Contractor shall present a Pile Installation Quality Control Plan to the Engineer for approval prior to mobilization to the site. The Quality Control Plan should indicate the protocol for ensuring the spacing is met and identify options to correct the configuration of the pilings if the Work is not accepted by the Engineer. The Contractor will order and install piles for true length and will not cut long piles or use pile cut-offs where shorter piles are required.
Where shown on the Drawings, the Contractor shall dap the piles to receive the pile caps and allow for direct bearing of the pile caps onto the piles. The tops of exposed piles shall be capped with plastic pile caps. Pile caps shall be secured with stainless steel fasteners.

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NOTES:
• Drawings are not valid for construction without being signed and sealed.
• Drawings by Dewberry Engineers, Inc. performed on 06-24-19 and dated 06-25-19.
• Drawing is referenced to Florida State Plane, North Zone, NAD83.
• Photographic data obtained from LABINS. Labels and from 12-20-16 to 02-20-16. The location of these photographs are approximate and may not represent currently existing conditions.



TECHNICAL SPECIFICATIONS (1 OF 2)
Soundside Access No. 2 Boat Basin and Amenities
Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

Table with project details: DESIGNED BY: mrd, DATE: November 1, 2019, REV DATE: June 30, 2020, REV # 1, DRAWN: CKM, REVIEWED: MRD, PROJECT NUMBER: 17-441.4, SHEET NUMBER: 18



40/40
12. Timber Pile Caps
Timber pile caps shall be the size specified on the Drawings and shall be pressure treated Southern Pine No. 1 grade lumber with S4S surface texture. The lumber shall be pressure treated to a minimum retention (pounds per cubic foot) of 0.6 CCA in accordance with the AWWA standard C2/C18 for saltwater splash. The Contractor shall accomplish fastening using stainless-steel fasteners with the sizes, dimensions, and spacing shown on these Drawings.

13. Timber Joists
Joists shall be the size specified on the Drawings and shall be pressure treated Southern Pine No. 1 grade lumber with S4S surface texture. The lumber shall be pressure treated to a minimum retention (pounds per cubic foot) of 0.6 CCA in accordance with the AWWA standard C2/C18 for saltwater splash. Splices of joists may be made only over supports with alternating patterns. Scab boards and overlapping joists shall be fastened as shown on the Drawings. Splices shall only occur over pile caps as indicated on these Drawings. Under no condition will a splice be accepted between supports.

Connections between the wood pile caps and concrete piles, and wood joists and concrete piles shall be as shown on these Drawings. Stainless steel threaded rod cut to appropriate length and double-nutted may be substituted for bolts as necessary. All threaded rods shall be 316 stainless steel per ASTM F593 and have a minimum nominal tensile strength of 52.5 ksi per ASTM F606. The diameter of all fasteners shall not be decreased from that as indicated on these Drawings and Specifications. All hardware including, but not limited to, nails, screws, bolts, nuts, and washers shall be 316 stainless steel meeting ASTM F593 and F594.

14.4. Timber Connection(s)
Connections between the joist and timber pile caps shall be as shown on these Drawings. The number of bolts per connection shall be specified on the Drawings. Connections between the stringers and scab boards shall be as shown on the Drawings. Stainless steel threaded rod cut to appropriate length and "double" nutted may be substituted for bolts as necessary. All threaded rods shall be 316 stainless steel per ASTM F593 and have a minimum nominal tensile strength of 52.5 ksi per ASTM F606. The diameter of all fasteners shall not be decreased from that as indicated on these Drawings and Specifications. All hardware including, but not limited to, nails, screws, bolts, nuts, and washers shall be 316 stainless steel meeting ASTM F593 and F594.

Connection between the joists and timber pile caps shall be accomplished with pressure treated 2x4 boards with #10 3-1/2-inch stainless steel screws meeting ASTM F593-02. A minimum of two (2) screws will be installed in the pile cap and two into the joist. The boards shall extend full to the bottom of the pile cap and all boards shall be consistent lengths.

Any aluminum plates, structural shapes, channels, and hardware specified on the Drawings shall be Aluminum Alloy 6061-T6.

12.5. Timber Decking
Decking shall be the size specified on the Drawings and shall be pressure treated Southern Pine No. 1 grade lumber with S4S surface texture. The lumber shall be pressure treated to a minimum retention (pounds per cubic foot) of 0.6 CCA in accordance with the AWWA standard C2/C18 for saltwater splash. All lumber for pier widths of less than or equal to 16" shall be one piece. Deck lumber shall be fastened at joint supports with 3 #10 3-1/2 inch stainless steel screws meeting ASTM F593-02. Decking shall be installed "cup-down" with the gap spacing of 1/8". All deck lumber for pier widths of less than or equal to 16 feet shall be one piece.

12.6. Dock Cleats
Location and size of cleats will be as shown on the Drawings and should be field verified by the Owner. Cleats shall be through-bolted into the structural frame using stainless steel bolts, washers, and nuts, and/or aluminum sections as shown on the Drawings. Bolt heads shall be recessed to prevent line chafing.

12.7. Handrails
Hand rails shall match the existing design currently constructed along the perimeter of the pavilion. Hand rails shall meet all criteria established in the Florida Building Code and shall be able to withstand a force of 200-pounds applied in any direction at any point. Clearance between the railings shall be secured using similar mesh materials that are currently installed on the pavilion.

12.8. Wave Attenuator Picket Planks
The wave attenuator fence shall be constructed to the plans and dimensions shown on the Drawings. Timber picket planks for the wave fence shall be No.1 Southern Pine pressure treated with 2.5 pounds per cubic foot of Chromated Copper Arsenate (CCA) or TRIMAX structural composite lumber as shown on the Drawings. Aluminum support beams shall be alloy 6061-T6. All fasteners shall be 316 Stainless Steel.

13.0. SHEET PILE BULKHEAD

13.1. Construction Sequences and Conditions
The sheet pile wall has been designed to support full backfill and live loads as shown on these Drawings. The Contractor is noticed that construction sequencing may impact the structural stability of the bulkhead systems. In particular, manipulations of ground and surface water levels, backfill levels and slopes shall not be considered without approval of the Engineer. As such, prior to commencing construction, the Contractor shall submit a complete description of the proposed construction sequences and conditions. Additionally, the Contractor shall not park heavy construction equipment or stock pile construction materials and soils within a minimum of 20-feet from the landside of the wall.

13.2. Sheet Pile
The sheet pile shall conform to ISO 9001:2008 and be Structural Composite sheet pile CMI UC-30 or equivalent with a Section Modulus (Z) of 13 in³/ft and Allowable Moment (M) of 10,833 ft-lb/ft or greater. The composite sheet pile shall be stabilized during production to exhibit UV resistant characteristics, enhance impact resistance characteristics and shall exhibit weather resistant characteristics. All male interlocks must incorporate I-Beam Lock reinforcement to decrease seepage and resist lock separation. The site must be prepared accordingly prior to sheet pile installation to avoid over burden on the sheet pile wall inflicted by heavy machinery.

Material handling shall be conducted in such a manner as to implement suitable precautions to prevent splitting, warping, distortion, breaking, or any other type of damage to the piling. If damage occurs the sheet pile will be deemed unsuitable and rejected at the cost to the Contractor. The sheet pile shall be handled with nylon slings or by hand to avoid damages to the material.

Driving the sheet pile shall be competed based on the Manufacture's recommendations. To avoid damage to the top of the sheet pile timber cushion blocks should be used during driving operations. The Contractor shall determine the appropriate thickness of the cushion block. The Contractor is responsible to ensure lock engagement and integrity of the sheet pile connections are maintained throughout the entire length. Any sheet pile that is damaged or exhibiting a ruptured interlock shall be pulled and replaced. In order to ensure proper alignment, frames or other suitable temporary guide structures may be used during installation. All sheet pile shall be driven to the elevations depicted in the Drawings, cut-offs will not be acceptable without prior approval by the Engineer.

13.3. Fill Material
Fill material placed behind the bulkhead wall shall consist of clean sand with less than 10% fine material passing the 200 sieve and less than 1% organic matter by weight. Material shall be compacted to at least 95% max density per ASTM D698. The Contractor may not use blading or rolling equipment to compact the soil immediately behind the wall; other acceptable methods must be employed.

13.4. Filter Fabric
Filter fabric shall be Mirafi FW 404 as specified on the Drawings. The filter fabric shall be stored in a clean, dry area where it will not be damaged. Fabric rolls shall remain in their original packaging until needed. Filter fabric shall be secured against sliding or shifting during construction. Fabric seam overlaps shall be a minimum of 48" or sewn unless noted otherwise. The fabric shall be laid flat along the slopes/walls and pulled tight and pinned where necessary to hold it in place until the Stone is placed. Under no condition shall any STONE be placed without filter fabric. Torn, punctured or over- elongated sections of filter fabric shall be removed and replaced with new, undamaged fabric.

13.5. Drainage Stone
Drainage Stone shall consist of FDOT 57 STONE course aggregate meeting the gradation requirements of Table 1, Section 901-1.4, of the Florida Department of Transportation's Standard Specification.

14.0. RIP-RAP STONE

14.1. Material Handling and Storage
Stone shall be transported and handled in a manner that minimizes Stone breakdown and contamination with dirt, organic matter, or other objectionable material and debris. The filter fabric shall be stored in a clean, dry area where it will not be damaged. Fabric rolls shall remain in their original packaging until needed.

14.2. Site Preparation
Areas to be covered by STONE shall be free of all debris. Prior to placement, the shoreline in the areas to be covered by STONE shall be graded as required to provide the slopes and final grades shown on the DRAWINGS. The CONTRACTOR shall remove all surface irregularities within the STONE placement footprint.

14.3. Filter Fabric
Filter fabric shall be Mirafi FW 404, or equivalent as approved by Engineer. Filter fabric shall be placed on all areas to be covered by Stone in a manner recommended by the Geotextile manufacturer. The fabric shall be laid flat along the slopes and pulled tight and pinned where necessary to hold it in place until the stone is placed. Filter fabric shall be secured against sliding or shifting during construction. The seaward end of the filter fabric shall be wrapped around the last two (minimum) bottom stones and covered with at least one layer of stone to anchor the filter fabric and prevent the filter fabric from becoming dislodged. A 48" (4 foot) minimum overlap shall be required at all seams. Under no condition shall any Stone be placed without filter fabric. Torn, punctured or over-elongated sections of filter fabric shall be removed and replaced with new, undamaged fabric.

14.4. Stone Placement
Stone shall be placed in a manner that prevents damage to the filter fabric or adjacent structures and minimizes Stone breakage. Stone shall be handled in a manner that minimizes the introduction of dirt, organic matter, or other objectionable materials. Placement shall also be accomplished in such a way as to minimize the creation of turbidity in the surrounding waters. Turbidity barriers and/or other measures shall be used to insure compliance with permit requirements and state water quality standards.

The Contractor shall place all Stone by clamshell, bucket, stone grab, or other method as approved by the Engineer. The Stone shall be placed in such a manner that they will be properly interlocked with the underlying or adjacent Stone to resist displacement and to form a uniform and compact section. The Stone shall be placed carefully as to not damage the sheet pile bulkhead.

14.5. Rip Rap Stone
All Stone shall be a hard, durable Stone, such that it will not disintegrate under the elements or break during handling. As such, the Stone shall meet the following physical characteristics:
a) Unit Weight = 165 lb/ft³ (minimum)
b) Specific Gravity = 2.6 (minimum)
c) Absorption = 5% (maximum)
d) Los Angeles Abrasion (FM-1-T-096) = 45% loss (maximum)
e) Soundness (AASHTO T 104) = 12% loss (maximum)

The Rip-Rap Stone shall be Bank and Shore Rip-Rap (FDOT Code 32) and range in size between 10" and 24", with not more than 50% of the material less than 18". The Stone shall be angular material with the axis length of any one side not greater than twice the shortest axis and shall be clean and free from earth, dust or other refuse. The Rip-Rap shall consist of two layers with a minimum total thickness of 2.5 feet.

The Rip-Rap Stone for the concrete flume, flared end scour protection, and stormwater outfall shall be Ditch Lining Rip-Rap (FDOT Code 33) and range in size between 4" and 12", with not more than 50% of the material less than 6". The Stone shall be angular material with the axis length of any one side not greater than twice the shortest axis and shall be clean and free from earth, dust or other refuse.

14.6. Tolerances
The Contractor shall place all Stone to the lines shown on the Drawing. The final constructed template will have an allowable tolerance of plus or minus one (1) foot.

15.0. OYSTER BREAKWATERS

It is the responsibility of the Contractor to provide all materials, equipment, and labor necessary to complete the installation of the oyster bag breakwater shown in these Drawings.

15.1. Materials
Each breakwater will be constructed using a biodegradable bag containing pre-washed cured recycled or pre-washed fossilized oyster shell. The oyster shell material will be primarily whole shell with minimal broken or fragments (shell hash) so that the material is completely contained within the bags. All materials shall be in good condition and placed as specified in these Drawings. The bags will be filled so that there is no loose shell material. Oyster bags can be obtained from SWM International, 2810 Weeks Avenue SE, Minneapolis, MN 55414, 612-623-2595 (OFFICE), 612-623-2589 (FAX) or from an appropriate equivalent as approved by the Engineer. SWM offers a netting bag NR888-001 in 3,000-foot rolls. The filled bag will have a minimum diameter of 18-inch and 24-inches long. The tail ends will be tucked under the bags so not to be exposed and sway or move.

15.2. Installation
Breakwaters will be constructed to a minimum height of +1.0 feet NAVD88 (MHW) and a maximum of +1.5 feet, NAVD88 and in the locations and orientations as specified on the provided Drawings. Placement and spacing varies as shown and the breakwaters shall be constructed in accordance with these Drawings. Each bag shall be firmly fixed on the substrate and to each other and contained in such a way as to prevent movement away from the footprint, through use of designs such as bagged shell, loose cultch surrounded and contained by bagged shell, or shell securely fixed to aquaculture grade mesh material.

16.0. SIDEWALKS

16.1. Sidewalks shall be constructed of concrete meeting or exceeding the Florida Department of Transportation Specifications for Class I concrete. The minimum 28-day compressive strength for sidewalks shall be 3,000 psi.
16.2. Sidewalks in non-traffic areas shall have a minimum thickness of 4-inches. Sidewalks crossing alleys or driveways and subject to vehicular traffic shall have a minimum thickness of 6-inches.
16.3. To the maximum extend practical, slope or grade of the back of the sidewalk parallel to the edge of the street pavement profile.
16.4. Handicapped ramps shall be provided at the intersections of all sidewalks with the street curb line. However, no more than one ramp will be required at any intersection corner unless shown on the Drawings.
16.5. Handicapped ramps shall include FDOT approved truncated domes. Color shall be yellow.
16.6. Excavation shall be made to the required depth and the foundation material on which the sidewalk is to be set shall be compacted to a firm even surface, true to grade and cross-section, and shall be moist at the time the concrete is placed.
16.7. Sidewalk forms shall have sufficient rigidity to hold the concrete firmly in place and retain proper grade and alignment.

16.8. The concrete shall be placed in the forms and tamped and spaded to prevent honeycomb and until the top of the sidewalk can be floated smooth and edges rounded.
16.9. The concrete shall be struck off by means of a wood or metal screen used perpendicular to the forms in order to obtain the required grade and remove surplus water and laitance.

16.10. The concrete shall be given a broom finish. Surface variations shall not be more than 1/4-inch under a 10-foot straight edge or more than 1/8-inch on a 5-foot transverse section. The edge of the sidewalk shall be carefully finished with an edging tool with a 1/2-inch radius.
16.11. Expansion joints shall be placed at intersections with sidewalk and curb, and at intersections with sidewalk and other fixed objects. The joints shall be 1/2-inch wide using a preformed joint filler.

16.12. Contraction joints shall be placed at intervals of 30-feet or less and may be finished over the joint and may be of the open type or sawed. For open joints, after the sidewalk has been finished over the joint, the slot shall be edged with a tool having a 1/2-inch radius. Sawed joints shall be approximately 3/16-inches wide and not less than 1-1/2-inches deep and shall be cut with a concrete saw within 24-hours after finishing.
16.13. Dummy joints shall be placed at intervals of 5-feet along sidewalk.
16.14. Curing the concrete may in special cases be continuously cured for at least 72-hours utilizing the wet burlap method. Membrane curing compound method, polyethylene sheeting method or other approved method approved by the Engineer.

16.15. Existing curbs through with the driveway openings are requested shall be neatly cut with a concrete saw, or removed at a joint, and the section removed.
16.16. New header curb with height transition as indicated on the Drawings shall be poured integral with the driveway or drop curb may be poured with an expansion joint formed between the curb and driveway.

17.0. DRIVEWAY AND PARKING PAVEMENT

17.1. The Driveway and Parking pavement sections shall meet the requirements of FDOT Standard Specifications for Road and Bridge Construction and the Okaloosa County Land Development Code, Chapter 6 Development Design Standards. If there are conflicts between the two, the more stringent shall apply.
17.2. The Contractor shall construct the surface of the earthwork to such lines and elevations that will provide a smooth surface at the given finished grades and slopes upon completion of the prepared soil operations. In general, the route of the driveway and parking spaces shall be graded to allow for appropriate runoff and storm water infiltration.

17.3. The Contractor shall leave the surface of the earthwork in a roughened and loose condition. Contamination of the materials by other construction operations shall be prevented. There shall be a maximum cross-slope of 2% on all newly constructed sections of the pavement. At locations where the new pavement will be butted up against existing asphalt, the Contractor shall assume that the existing asphalt meet the 2% cross-slope requirements and shall not be required to adjust the cross-slope of these features. In certain locations, fill may be required to insure an acceptable profile for the new pavement, and the Contractor shall make all reasonable efforts to utilize existing excess earth material associated with the rough grading of the pavement route for any areas requiring fill dirt. In instances where outside fill dirt must be hauled to the project area, the Contractor shall work cooperatively with the Engineer to determine the volume of fill dirt necessary, and the Engineer shall approve the delivery of, and the Owner may be responsible for payment of cost of said fill dirt volumes over the volume in the Schedule of Values.

17.4. Compact the 12-inches (minimum) of Stabilized Subgrade underneath 6-inches (minimum) of Stabilized Aggregate Base. Within the entire limits of the width and depth of the Subgrade, obtain a minimum density of 98% of modified Proctor maximum density as determined by FM 1-T180, Method D or the Pit Proctor when using the Pit Proctor option.
17.5. After completing the stabilizing and compacting operations, the Contractor shall ensure that the Subgrade is firm and substantially unyielding to the extent that it will support the intended use and the construction equipment. The Contractor shall remove all soft and yielding material, and any other portions of the Subgrade which will not compact readily and replace it with suitable material so that the whole Subgrade is brought to line and grade, with proper allowance for subsequent compaction.

17.6. The Contractor shall install the Stabilized Aggregate Base for all paved areas shall be a minimum of 6-inches deep and compacted and extend a minimum of 6-inches wider on each side of the finished asphalt. The Stabilized Aggregate Subgrade shall be shaped to conform to the elevations indicated on the Grading and Drainage Plan. The Stabilized Aggregate Base shall be graded Lime Rock Stabilized Base material that at least 97% (by weight) of the material shall pass a 3-1/2-inch sieve and the material shall be graded uniformly down to dust. The fine material shall consist entirely of dust of fracture. For this use the Lime rock material shall meet the requirements of Section 911-2.3 of the Department of Transportation's Standard Specification except that 97% shall pass the 1-1/2-inch sieve. Materials may be either lime rock, shell rock, cemented coquina or shell base sources approved in accordance with Section 6-3.3.

17.7. Compact the Stabilized Aggregate Base within the entire limits of the width and depth of the Base, obtain a minimum density of 98% of maximum density as determined by FM 1-T180, Method D or the Pit Proctor when using the Pit Proctor option.
17.8. Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

17.9. The finished asphalt surface shall be a minimum of 2-inches thick and consist of Type 12.5 hot mix material and shall meet FDOT specifications. The asphalt will be placed and shall be rolled to maintain a smooth, clean riding surface, free of obstructions. This includes ensuring drainage inlets and utility covers that cannot be moved out of the travel way are flush with grade, well seated, and use bicycle compatible inlets, grates and covers.

18.0. FINAL CLEANUP

Upon completion of the Work, the Contractor will remove and properly dispose of all debris, materials, equipment, etc. within the limits of construction and as generated by this Work.

543 Harbor Boulevard, Suite 204
Destin, Florida 32541
(FL) Certification of Authorization Number 9482
850.654.1555 (voice) • 850.650.0550 (fax)
www.mrd-associates.com
mrd associates, inc.
Coastal, Marine & Water Resources Engineering

NOTES:
• Drawings are not valid for construction without being signed and sealed.
• Sealing by: mrd Associates, Inc. performed on 06-24-19 and dated 06-25-19.
• Drawing is referenced to Florida State Plane, North Zone, NAD83.
• Elevations referenced to NAVD88. Labels and from 12-2018 to 02-2016. The contractor shall verify that the elevations are appropriate and may not represent currently existing conditions.



TECHNICAL SPECIFICATIONS (2 OF 2)
Soundside Access No. 2 Boat Basin and Amenities
Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

DESIGNED BY: mrd
DATE: November 1, 2019
REV DATE: JUNE 30, 2020
REV # 1 DRAWN: CKM
REVIEWED: MRD
PROJECT NUMBER:
17-441.4
SHEET NUMBER:
19



Soundside Basin Access No. 2
Okaloosa County, Florida
Stormwater Management Facility
Operation & Maintenance Plan
December 16, 2019

1.0. Property Information

Tax Parcel Identification Number(s):
00-2S-24-2185-02ND-ROAD

Address: Santa Rosa Boulevard, Fort Walton Beach, Florida 32548

Project Area: 1.31 Acres

Owner: Okaloosa County Board of County Commissioners
c/o Scott Bitterman, County Engineer
Public Works Department
1759 S. Ferdon Boulevard
Crestview, Florida 32536-8449
(850) 689-5772

Entity Responsible for Maintenance:
Okaloosa County Public Works Department

Proposed Use: Public park

2.0. General Maintenance

The system shall be kept free of grass, leaves, limbs, trash, or other debris that can impede the free flow of water through the system. The pond(s), swales and green area will be on a regular mowing and maintenance schedule throughout the year and implemented by the Okaloosa County Public Works Department. From October to March, the retention basin(s) will be inspected bi-monthly (every two-months or more frequent) for signs of high growing vegetation, and will be trimmed or mowed, as necessary. Between the months of April and September, the retention basin(s) ponds will be inspected on a monthly basis for signs of high growing vegetation, and will be trimmed or mowed, as necessary. The following items shall be completed weekly or within three days of a significant (greater than 1/2") rainfall event:

- 1) Examine the stormwater management system for evidence of erosion, scour or damage. Repair any bare spots greater than five (5) square feet in area with sod to replace the grass cover.
- 2) In case of erosion, scour or damage where underlying soil is missing, the missing soil shall be replaced and the area brought back to grade with new sod, as required.
- 3) Debris and litter shall be removed from the stormwater management system on a regular basis.

3.0. Annual General Maintenance

In addition to the General Maintenance, the stormwater management system will be thoroughly inspected at least once a year. The annual inspection should include:

- 1) Basin Side Slopes: Examined for erosion, scour or damage of side slopes creating channelization and deposits of sediment in the basin. Repair side slopes, compact fill soils and stabilize the repaired area with new sod.

- 2) Structures: Inspect concrete outfall structures for cracking and spalling and other potential damage. The weirs and pipes should be inspected for debris, build-up of sediment or other sources of clogging.
- 3) Skimmer: Check attachment of skimmer and repair as necessary.
- 4) Retention Basin: The dry basin shall be inspected for a build-up of any excessive sediment or vegetation and removed.
- 5) Rip-rap: The stone shall be inspected for movement, settlement or missing stone and replaced, if necessary. The underlying filter fabric shall also be inspected and repaired or replaced to ensure the material functions as designed.

4.0. Costs and Maintenance

All costs and maintenance will be the responsibility of Okaloosa County. Maintenance and inspection costs are anticipated to be minimal and will be part of the ongoing and frequent landscaping schedule and other maintenance activities for the public recreational facility conducted by the Okaloosa County Public Works Department. The only costs that may be incurred is for materials required for the necessary repairs. Any anticipated costs do not include landscaping associated with the stormwater that will be part of the properties regular landscaping schedule.

DOCUMENT 01010 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 Work Covered by the Contract Documents

- A. The proposed activities are located within a man-made basin. The proposed improvements include: new 1,116 sq. ft. marginal wood dock with 256 sq. ft. pier along the east side replacing a 2,215 sq. ft. dilapidated dock; new 246 feet of sheet pile bulkhead along the east and south sides replacing 483 feet of dilapidated bulkhead (the western 237-ft. bulkhead will be removed to construct the living shoreline); removal of existing vegetation species "phragmites"; installation of 3,936 sq. ft. of living shoreline with native vegetation spartina patens above the 1-ft. contour line and spartina alterniflora below the 1-ft. contour line) and oyster bag breakwaters (350 bags at 5 feet long, 1 foot wide, and 10 inches tall); and installation of 2,511 sq. ft. of spartina patens behind the eastern bulkhead. The 38-ft. long east attenuator will be replaced with a 29-ft. structure and the 37-ft. west wave attenuator will be replaced with a 12-ft. structure within the existing footprint. Approximately 73 sq. ft. (5.4 cu. yds.) of rip-rap revetment will be placed at a 2H:1V slope along the eastern shoreline adjacent to the east wave attenuator, and approximately 153 sq. ft. (11.3 cu. yds.) of rip-rap revetment will be placed at a 2H:1V slope west of the west wave attenuator. An ADA accessible 216 sq. ft. floating kayak and canoe launch will be placed in the south center of the basin that will attach to a 36 sq. ft. fixed dock to support connection to a 16-ft. long gangway.

Upland improvements include: an 18,409 sq. ft. parking lot and roadway with 20 parking spots (2 of which are ADA accessible) including curb and gutter, signage, striping, lighting, and entrance gate, as well as an additional 3,605 sq. ft. of sidewalk constructed upland between Santa Rosa Blvd. and the man-made basin. Approximately 11,369 sq. ft. of pervious land will be regraded to construct a series of interconnected stormwater management basins with pipes, water control structures, and an outfall into Santa Rosa Sound.

- B. The project includes the seaward demolition of an existing marginal dock, piles, bulkhead, and wave attenuators. These will be replaced by a living shoreline, ADA kayak launch, bulkhead, wave attenuators, rip rap, and marginal dock with pier. Upland improvements include the grading and construction of a parking lot, sidewalk, curb and gutter, as well as an interconnected stormwater management system. Additional improvements include landscaping, fencing, and lighting..

1.02 Work Sequence

- A. The work sequence will be determined by the CONTRACTOR and will incorporate Utility Work Schedules provided in the Supplemental Conditions.

1.03 Contractor's Use of Premises

- A. The CONTRACTOR use and responsibilities of premises as shown on the construction drawings.
B. CONTRACTOR shall assume full responsibility for safety at the work site for all workers and visitors.
C. The CONTRACTOR shall send proper notices, make all necessary arrangements, and perform all services required in the care and maintenance of all public utilities within the construction limits.

PART 2 - PRODUCTS OMITTED**PART 3 - EXECUTION OMITTED**

END OF DOCUMENT 01010 – SUMMARY OF WORK

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DOCUMENT 01040 – PROJECT COORDINATION

PART 1 - GENERAL

1.01 Related Documents

- A. Drawings and general provisions of CONTRACT, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 Summary

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
 - 1. Coordination.
 - 2. Administrative and supervisory personnel.
 - 3. General installation provisions.
 - 4. Cleaning and protection.

1.03 Coordination

- A. Coordination: Coordinate construction activities included under various sections of these Specifications to assure efficient and orderly installation of each part of the WORK. Coordinate construction operations included under different sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
 - 1. Where installation of one part of the WORK is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the OWNER and separate CONTRACTORS where coordination of their WORK is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the WORK. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of schedules.
 - 2. Installation and removal of temporary facilities.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Project Close-out activities.

1.04 Submittal

- A. Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
 - 1. Show the interrelationship of components shown on separate Shop Drawings.
 - 2. Indicate required installation sequences.
 - 3. Comply with requirements contained in Section 00700 Article 7.16

- B. Staff Names: Within 15 days of Notice to Proceed, submit a list of the CONTRACTOR's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

PART 2 - PRODUCTS OMITTED

PART 3 - EXECUTION

3.01 General Installation Provisions

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which WORK is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing WORK. Secure WORK true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed WORK. Arrange joints in exposed WORK to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- F. Recheck measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

3.02 Cleaning and Protection

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading
 - 2. Excessive internal or external pressures
 - 3. Excessively high or low temperatures
 - 4. Thermal shock
 - 5. Excessively high or low humidity
 - 6. Air contamination or pollution
 - 7. Water
 - 8. Solvents

9. Chemicals
10. Puncture
11. Abrasion
12. Heavy traffic
13. Soiling, staining and corrosion
14. Bacteria
15. Rodent and insect infestation
16. Combustion
17. Electrical current
18. Improper lubrication
19. Unusual wear or other misuse
20. Contact between incompatible materials
21. Misalignment
22. Excessive weathering
23. Unprotected storage
24. Improper shipping or handling
25. Theft
26. Vandalism

END OF DOCUMENT 01040 – PROJECT COORDINATION

DOCUMENT 01500 – TEMPORARY FACILITIES

PART 1 – GENERAL

1.01 Temporary Storage and Office

- A. The CONTRACTOR shall provide for his own use at project site, such storage and office space as deemed necessary.
- B. Provide Construction barriers and /or barricades, locations will be coordinated with the OWNER's Representative on the site, before installation.
- C. Trailers and sheds as necessary shall be located with-in the construction barriers, and only with the ENGINEER's and OWNER's approval.

1.02 Use Charges

- A. Usage charges for temporary services of facilities are not chargeable to the Owner or the ENGINEER.

1.03 Regulations

- A. Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation of temporary services and facilities.

1.04 Standards

- A. Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-AIO Series standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services".

1.05 Inspections

- A. Inspect and test each service before placing temporary utilities in use. Arrange for inspections and tests by governing authorities, and obtain certifications and permits for use.

1.06 Submittals

- A. Submit copies of reports and permits required or necessary for the installation and operation; including any reports of tests, inspections and / or permits necessary for installation, use and operation of the temporary facilities.

1.07 Temporary Services

- A. Toilet Facilities
 - 1. The CONTRACTOR shall provide temporary, on-site toilet facilities for the duration of construction. Cleaning shall conducted in accordance with 1.12.
- B. General Utilities
 - 1. Water: The CONTRACTOR shall pay and provide for water needed for the Project during Construction.
 - 2. Power: The CONTRACTOR shall pay for electricity used for the Project during the Construction. CONTRACTOR shall coordinate with Gulf Power for connection.
 - a. Comply with applicable requirements of NEMA, NECA and UL standards and governing regulations. Install temporary lighting of adequate illumination levels to perform the WORK specified as needed.
 - b. Comply with NECA pertaining to installation of temporary wiring service and grounding. Provide transformers, and over current protective devices at main distribution panel for power and light circuitry.
 - c. Provide disconnects for equipment circuits.

1.08 Protection of Occupants

- A. Provide all warning signs, temporary fencing, barricades, supports, partitions, etc. as required to provide protection to the occupants, and to exclude unauthorized persons from the WORK areas.
 - 1. Comply with recognized standards and code requirements for erection of barricades where needed to prevent accidents. Paint with appropriate colors and warning signs to inform personnel at the site and the public of the hazard being protected against. Provide lighting where needed, including flashing red lights where appropriate.

1.09 Lifting Devices and Hoisting

- A. Provide cranes, hoists, towers and other lifting devices necessary for the proper and efficient movement of materials; provide operating personnel for equipment as required. Equipment shall be provided with proper guys, bracing and other safety devices as required by Local or State codes.
- B. Remove towers and hoisting equipment when they are no longer needed, or as directed by the Architect.

1.10 First Aid Supplies

- A. Comply with governing regulations and recognized recommendations within the construction industry.

1.11 Rodent and Pest Control

- A. The CONTRACTOR shall retain a local exterminator and/or pest control company to perform extermination and control procedures at regular intervals so that the project will be relatively free of pests and their residues at all times during the construction project.
- B. Any pest control operations will be done in a lawful manner using environmentally safe materials.

1.12 Collection and Disposal of Waste

- A. Establish a system for collection and disposal of waste materials. Enforce requirements strictly. Do not hold collected materials longer than seven (7) days during normal weather or three (3) days when the daily temperature is expected to rise above 80 degrees F. (27 degrees C).
- B. Handle waste materials that are hazardous, dangerous, or unsanitary separately from other waste by containerizing.
- C. Dispose of all waste material in a lawful manner.

1.13 Site Drainage

- A. Utilize the existing facilities for temporary drainage where feasible.
- B. Maintain the existing site, existing building and construction areas free of water.
- C. Dispose of rainwater in a lawful manner which will not result in flooding in project, nor endanger either existing or new WORK or temporary facilities.
- D. Take necessary measures to prevent erosion.

1.14 Environmental Protection

- A. Conduct all construction activities, by means and methods that comply with any and all environmental regulations, to minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result from the performance of WORK at the site.

1.15 General Protection

- A. Provide protection from damage, dust, etc. to all items in vicinity of the CONTRACT WORK including, but not limited to, existing building surfaces, finishes, items of equipment, utilities, etc. The CONTRACTOR will repair any new damage caused and / or created due to this construction

project, to Owner's satisfaction at no additional cost to Owner. (Non-Construction related damage would be exempt from this clause)

PART 2 – PRODUCTS OMITTED

PART 3 - EXECUTION

3.01 General Operations

- A. Supervision: Limit the availability of temporary services and facilities to essential and intended uses to minimize waste and abuse.
 - 1. Do not permit temporary installation to be abused or endangered.
- B. Maintenance: Operate and maintain temporary services and facilities in good operating condition and in a safe and efficient manner until removal is authorized.
 - 1. Do not overload services or facilities.
 - 2. Protect from damage by freezing temperatures and/or similar elements.
 - 3. Do not allow unsanitary and/or hazardous conditions to develop or persist on site.
- C. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour basis where required to achieve indicated results and avoid the possibility of damage to the WORK or to temporary facilities.

3.02 General Removal

- A. Remove each temporary service and facility promptly when need has ended, or when it is replaced by use of a permanent facility, but no later than Substantial Completion.
- B. Complete or, if necessary, restore permanent WORK delayed because of interference with the temporary service or facility.
- C. Repair all damaged WORK, clean exposed surfaces and replace any WORK which cannot be repaired.
- D. Clean and renovate any permanent services and/or facilities that may have been used to provide a temporary service and/or facilities during the construction period.

END OF DOCUMENT 01500 – TEMPORARY FACILITIES

DOCUMENT 01700 – PROJECT CLOSE-OUT

PART 1 - GENERAL

1.01 Related Documents

- A. Drawings and general provisions of Contract, including General and Supplementary General Conditions and other Division-0 Specification sections, apply to the WORK of this section.

1.02 Description of Requirements

- A. Definitions: Close-out is hereby defined to include general requirements near end of the Contract Time, in preparation for final acceptance, final payment and normal termination of contract.
- B. Specific requirements for individual units of WORK are specified in sections of Division 0 through 16. Time of close-out is directly related to the "Substantial Completion", and must be a single time period for entire WORK.

1.03 Prerequisites to Substantial Completion

- A. General: Prior to requesting the ENGINEER's inspection for certification of Substantial Completion, complete the following and list any known exceptions (if any) in request.
 - 1. The in progress payment request will coincident with or first following date claimed, show either 100% completion for portion of WORK claimed as "Substantially Complete", or list incomplete items, value of incompleteness, and reasons for the items being incomplete.
 - 2. Include any supporting documentation required for completion as indicated in these Contract Documents.
 - 3. Submit statement showing accounting of any changes to the Contract Sum.
 - 4. Contractor shall notify and advise the OWNER of any pending insurance change over requirements.
 - 5. Submit specific warranties, workmanship / maintenance bonds, maintenance agreements, final certifications and similar documents.
 - 6. Obtain and submit releases enabling OWNER's full and unrestricted use of the WORK and access to services and utilities, including, where required, Occupancy Permits, operating certificates, and similar releases.
 - 7. Deliver tools, spare parts, extra stocks of materials, and similar physical items to the OWNER.
 - 8. Complete the start-up testing of the systems, and deliver the instructions of the operating systems to the OWNER and / or maintenance personnel. Discontinue (or change over) and remove from project site all temporary facilities and services, along with any construction tools and facilities, mock-ups, and similar elements.
 - 9. Complete the final cleaning up requirements, including the touch-up of any marred surfaces as required.
 - 10. Touch-up and otherwise repair and restore marred exposed finishes.

1.04 Inspection Procedures

- A. Upon the receipt of the Contractor's request. The Engineer of Record will either proceed with the inspection or advise the Contractor of any prerequisites not fulfilled.
- B. Following the initial inspection the Engineer of Record will either prepare a Certificate of Substantial Completion, or advise the Contractor of WORK that must be performed prior to the issuance of the certificate; and repeat the inspection when requested and assured that WORK has been substantially completed.
- C. The Contractor shall prepare a type written "punch-list" of items to be completed and attach it to the Substantial Completion Form. Results of the completed inspection will form initial "punch-list" for the final acceptance.

1.05 Prerequisites to Final Acceptance

- A. General: Prior to requesting the ENGINEER's final construction review for certification of final acceptance and final payment, as required by General Conditions, complete the following and list any known exceptions (if any) in request:
 - 1. Submit final payment request with final releases and supporting documentation not previously submitted and/or accepted. Include certificates of insurance for products and completed operations where required.
 - 2. Submit updated final statement, accounting for additional (final) changes to Contract Sum.
 - 3. Submit a certified copy of ENGINEER's "final punch-list" of itemized WORK to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the ENGINEER.
 - 4. Submit Consent of Surety.
 - 5. Submit Certified and Notarized Lien Release stating that all parties have been or will be paid (showing amounts).
 - 6. Submit final liquidated damages settlement statement, acceptable to OWNER.
 - 7. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Review Procedure: Upon receipt of Contractor's notice that WORK has been completed, including punch-list items resulting from earlier construction reviews, and excepting incomplete items delayed because of acceptable circumstances. The ENGINEER will re-inspect the WORK.
- C. Upon completion of review, the ENGINEER will either prepare the Certificate of Final Acceptance or advise the Contractor of WORK not completed or of obligations not fulfilled as required for final acceptance.
- D. If necessary, procedure will be repeated.

1.06 Equipment Close-out

- A. General Operating / Maintenance Instructions: Arrange for each installer of the WORK that requires a continuing maintenance or operation, to meet with OWNER's personnel, at the project site, to provide basic instructions needed for the proper operation and any type of equipment maintenance.
 - 1. Include instructions by manufacturer's representatives where installers are not experts in the required procedures.
 - 2. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities.
 - 3. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy /efficiency adjustments, and similar operations.
 - 4. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments

1.07 Final Cleaning

- A. For any special cleaning requirements for the specific units of WORK, would be specified in individual sections, of Divisions 2 through 16.
- B. General cleaning during the progress of WORK is specified in General Conditions and as temporary services in "Temporary Facilities" section of this Division.
- C. Provide final cleaning of the WORK, at time indicated, consisting of cleaning each surface or unit of WORK to normal "clean" condition as expected for a first-class building cleaning and maintenance program.
- D. Comply with the manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:
 - 1. Remove labels which are not required as permanent labels.

2. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing any substances which are noticeable as a vision obscuring material. Replace broken glass and all damaged transparent materials.
 3. Clean all exposed exterior and interior hard-surfaced finishes, to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to the original reflective condition.
 4. Wipe surfaces of mechanical and electrical equipment clean; remove any excess lubrication and other substances.
 5. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, attics and similar spaces.
 6. Clean all light fixtures and lamps so as to function with full efficiency.
 7. Clean the project site (within limits of construction), including landscape areas, of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits.
- E. Removal of Protection: Except as otherwise indicated or requested by the ENGINEER and / or OWNER. Remove all temporary protection devices and facilities.
- F. Comply with safety standards and governing regulations for the cleaning operations. Do not burn waste materials at site, or bury any debris or excess materials on the OWNER's property, or discharge volatile or other harmful or dangerous materials into the drainage systems. Remove all waste materials from site and dispose of in a lawful manner.
- G. When extra materials are remaining after the completion of associated WORK, which have become the OWNER's property, dispose of these to OWNER's best advantage as directed.

END OF DOCUMENT 01700 – PROJECT CLOSE-OUT

DOCUMENT 01750 – RECORD DOCUMENTS

PART 1 – GENERAL

1.01 Related Documents

- A. Drawings and general provisions of CONTRACT, including General and Supplementary General Conditions and other Division-0 Specification sections, apply to the WORK of this section.

1.02 Summary

- A. Section includes administrative and procedural requirements for the record set of documents, including the following;
 - 1. Record Set of Drawings.
- B. Related Sections:
 - 1. Section 01700 - Project Close-Out.

1.03 Record Document Submittal

- A. Submit the following copies of the Record Documents during or prior to the Project Close-out:
 - 1. Provide one complete full size color copies, of the "marked-up" record set of drawings.
 - 2. Provide one complete "marked-up" record set of specifications.
- B. Copies are to be distributed, one of each type to the OWNER.

1.04 Use and Storage

- A. Store the Record Documents in the field office apart from the documents used for the construction. Do not use the Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition. Make all documents and samples available at all times for the OWNER, ENGINEERs and / or Building Inspectors as needed.
- B. Each CONTRACTOR is responsible for obtaining, recording, and maintaining the Record Documents information for its own WORK. The CONTRACTOR is responsible for coordinating the information, where information from more than one CONTRACTOR is to be integrated with the information from other CONTRACTORs to form one combined record.

1.05 Record Drawings

- A. Mark the Record Drawings to show the actual installation where the locations vary from the installation locations shown originally. Give particular attention to information on the concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:
 - 1. Measured horizontal and vertical locations of underground utilities and other appurtenances, referenced to permanent surface improvements.
 - 2. Locations of concealed internal utilities and appurtenances.
 - 3. Actual equipment locations.
 - 4. Revisions to routing of piping and conduits.
 - 5. Duct size and routing.
 - 6. Depths of foundations below the first floor.
 - 7. Revisions to electrical circuitry.
 - 8. Dimensional changes to the Drawings.
 - 9. Revisions to details on the Drawings.
 - 10. Details not on the original CONTRACT Drawings.
 - 11. Changes made following the OWNER's written orders.
 - 12. Changes made by Addendum, Change Orders, Requests for Information (RFIs), or ENGINEER's Supplemental Instructions (ASIs).

- B. Mark the Record Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in the production of the marked-up Record Documents.

PART 2 – PRODUCT OMITTED

PART 3 – EXECUTION

3.01 Preparation

- A. Daily mark the Record Documents to show the actual conditions where the installation varies from that shown originally. Require the individual or entity who obtained the record data, whether that individual or entity is the Installer, Sub-contractor or similar entity to provide the information for the preparation of the corresponding marked-up Record Set of Drawings.
1. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 2. Accurately record information in an acceptable drawing technique.
 3. Record data as soon as possible after obtaining it.
 4. Record and check the mark-up before enclosing the concealed installations.
 5. Record the changes and modifications as they occur. Do not wait until the end of the Project.

3.02 Recording

- A. During construction, maintain an extra set of the CONTRACT Documents specifically for the purpose of creating the Record Documents. Keep them separate from the set used for construction.
1. Stamp each sheet of the Record Drawings in the lower right-hand corner with a reasonably large ink stamp to read "Record Set".
 2. Mark Record Set Documents with a red pencil or pen. Use other colors to distinguish between changes for different categories of the WORK at the same location or for clarity. (All marks shall be photo reproducible.)
 3. Mark the record documents completely and accurately.
 4. Indicate any additional important information that was either shown schematically or omitted from the CONTRACT Documents.
 5. Mark the Record Documents to indicate actual WORK done that deviates from the CONTRACT Documents.
- B. Maintain the Record Documents in good order and in a clean, dry, legible condition.
- C. Make all Record Documents and samples available at all times for the OWNER, ENGINEERS and / or Building Inspectors as needed.
- D. After completing the preparation of the Record Documents, prepare the drawings and specifications for distribution.
- E. Submit the Record Documents, whether or not any changes and / or additional information was recorded.

END OF DOCUMENT 01750 – RECORD DOCUMENTS



ADDENDUM NO. 1

DATE: SEPTEMBER 23, 2021
TO: ALL BIDDERS
PROJECT: ITB PW 57-21 – OKALOOSA ISLAND – SOUND SIDE ACCESS NO. 2
BID TIME AND DATE: 3:15 PM LOCAL TIME, October 6, 2021 (*NEW DATE & TIME*)

The following items are hereby incorporated into the project manual, procurement documents, contract documents, plans and specifications:

ITEM NO. 1 – SECTION 00100 INSTRUCTIONS TO BIDDERS

The date and time to receive bids has been changed. Revise Article 15.03 of Document 00100 to read in part:

15.03 If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "Okaloosa Island - Soundside Access No. 2", ITB PW 57-21" and the ~~"September 29, 2021 3:00PM"~~ "October 6, 2021 3:15PM". A mailed Bid or a bid delivered....

ITEM NO. 2 – SECTION 00100 INSTRUCTIONS TO BIDDERS

The last day for questions is hereby revised. Revise Article 7.01 of Document 00100 to read in part:

15.03 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Purchasing in writing prior to last day for questions. The last day for questions will be ~~02:00 PM~~ 10:00 AM local time on September 29 27, 2021 and shall be submitted on the Pre-Bid Question Form (Section 00150-1). Interpretations or clarifications considered necessary by...

ITEM NO. 3 – SECTION 00150 PRE-BID QUESTION FORM

Revise the top of this document to reflect:

Bid #: ITB PW 57-21 Bid Date and Time: October 6, 2021 at 3:15 PM local time
Question Deadline: September 27, 2021 at 10:00 AM local time

ITEM NO. 4 – SECTION 00410 BID FORM WITH ATTACHMENTS

New pay item #57 has been added to the bid form. Replace existing Page 00410-4 with the revised page 00410-4 included with this Addendum No. 1.

ITEM NO. 5 – SECTION 00410 BID FORM WITH ATTACHMENTS

There is a typo on Document 00410-Insurance Compliance Certification – Attachment “H”, found on page 00410. Bidders to strike through “46-21” immediately following “Bid No. **ITB** **PW**” and in pen, write above “57-21.”

ITEM NO. 6 – SECTION 00430 BID BOND

The Bid Due Date has been revised. Replace page 00430-1 with the revised page 00430-1 included with this Addendum No. 1.

ITEM NO. 7 – SECTION 00810 SPECIAL CONDITIONS

Revise SC-01 to read as follows:

SC-01: Contractor shall comply with the requirements of FDEP Permit No. 0383121-001-EI/46 (60 Pages) and USACOE Permit No. SAJ-2020-00468 (SP-HMM) (70 Pages). Annotated copies (with highlighting for emphasis) are found in Appendix A to this Section. Note – Drawings within the permits may be reduced. Further, in accordance with Permit 0383121-001-EI/46 Item #17, all CCA-treated pilings associated with the permitted activity shall be wrapped with impermeable plastic with a minimum of 30 mil thickness. The sleeves shall be installed concurrently with the installation of the pilings, shall extend from at least 6 inches below the level of the substrate to at least 2 feet above the mean high-water line. These costs should be incorporated in the appropriate Bid Items (11, 12, 13 and 14).

ITEM NO. 8 – DRAWING SHEET NUMBER 8

Add the following Note No. 9 to the General Notes on Sheet Number 8 (note – a revised drawing will not be issued at this time reflecting this change):

9. There is no warranty period for the existing palm trees which are to be relocated.

ITEM NO. 9 – DRAWING SHEET NUMBERS 13 AND 14

The following describes the changes indicated on SHEETS 13 and 14. The length of the proposed gangway has been increased from 16 feet to 36 feet to meet ADA requirements. Measurement and payment for the ramp will be included in Bid Item No. 14 ADA Kayak and Canoe Launch. The wood cap along the 57 feet of replacement bulkhead along the southern edge of the basin will be replaced with a reinforced concrete pile cap. Measurement and payment will be on a linear foot basis and will be included in Bid Item No. 57. Elevation of the western wave attenuator raised to +4.5 feet NAVD 88 to be consistent with the eastern wave attenuator. "Caution Boaters" manatee sign added to western wave attenuator. Measurement and payment of the manatee sign will be included in the Bid Item No. 13 Wave Attenuators (east and west).

Replace existing Sheet Nos. 13 and 14 with revised sheets 13 and 14 marked Addendum 1. The changes have been identified by a revision cloud.

ITEM NO. 10 – DRAWING SHEET NO. 19 TECHNICAL SPECIFICATIONS (1 OF 2)

Revise Sheet No.19 to add the following item 5.23 to Section 5.0 Submittals (note – a revised drawing will not be issued at this time reflecting this change):

5.23 Kayak Launch and Gangway

The Contractor shall submit signed and sealed Shop Drawings with specifications to the Engineer for review and approval. The contractor is responsible for the design-build of the kayak launch and gangway as shown in the Construction Drawings and Technical Specifications.

ITEM NO. 11 – DRAWING SHEET NO. 20 TECHNICAL SPECIFICATIONS (2 OF 2)

Revise Sheet No. 20 to add the following specification (note – a revised drawing will not be issued at this time reflecting this change):

19.0 Concrete Pile Cap

19.1 Formwork

Formwork shall be constructed in a neat, workmanlike manner and shall be free of all debris and foreign matter prior to concrete pour. The CONTRACTOR shall construct formwork and shoring to the level necessary to support the weight of casting. At no time during casting shall the formwork fail, shift, bulge or leak excessive amounts of concrete. Edges of the pile cap shall be chamfered 3/4" unless noted otherwise.

19.2 Concrete

The concrete for the pile cap shall be 5,000 psi with a maximum water to cement ratio of 0.4. Maximum aggregate size shall be 3/4" diameter and shall conform to ASTM C33. Concrete

shall be placed, finished, and cured in accordance with ACI 318 and the Portland Cement Association's Design and Control of Concrete Mixtures. A minimum of one 28-day compressive test per ASTM C39 shall be performed for each batch of concrete delivered to the site documenting the concrete meets the requirements contained in these SPECIFICATIONS.

19.3 Steel Reinforcement

Reinforcement shall consist of Grade 60 (ksi) steel conforming to ASTM A615. Reinforcement shall be placed in accordance with ACI 318 and ACI 117 Tolerances for Concrete Construction and Materials. Lap splice for reinforcement shall be not less than 44 bar diameters for reinforcement bar sizes less than #6 and 55 bar diameters for reinforcement bar sizes #7 and greater. Welds in accordance with American Welding Society AWS D1.4 Structural Welding Code – Reinforcing Steel may be used in lieu of lap splices.

19.4 All concrete shall be placed in single vertical lifts without construction joints along the height of the wall. Expansion joints shall be placed at intervals not to exceed 100 feet. Expansion joints shall be used as construction joints, and the CONTRACTOR shall plan concrete pours accordingly. CONTRACTOR shall submit SHOP DRAWINGS and details of expansion and construction joints for approval by ENGINEER. Expansion and construction joints shall be placed such that they fall midway between two anchor rods and at least 50 feet from corners or direction changes.

ITEM NO. 12 – DOCUMENT 01010

A measurement and payment section has been added to Document 01010. Replace existing Document 01010 with revised Document 01010 marked Addendum 1 (11 pages) and included with this addendum.

ITEM NO. 13 – OTHER

1. There may be a cost from Gulf Power for making ready the feed to the new electrical service location. If so, the COUNTY will bear that direct cost from Gulf Power. The Contractor will be responsible for coordinating the required work with Gulf Power.
2. A roster of attendees to the Pre-Bid meeting held September 14th is attached for bidder's convenience but is not a part of this Addendum.

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED BY WRITING THIS ADDENDUM NUMBER AND DATE IN THE SPACE PROVIDED ON DOCUMENT 00410-8, *ADDENDUM ACKNOWLEDGEMENT – ATTACHMENT "A"*.

/s/ Roy Petrey

Roy Petrey, P.E.
Project Manager

ADDENDUM No. 01

Item	Description	Quantity	Unit	Unit Cost	Sub-Total
29	FDOT Type "C" DBI (Modified)	1	EA		
30	FDOT Type "C" DBI	2	EA		
31	Concrete Flumes	16	S.Y.		
32	Filter Fabric - Flume and Erosion Control	86	S.Y.		
33	Rip-Rap (FDOT Code 33) - Flume and Erosion Control	22	T		
34	Base, Subgrade, and Asphalt Pavement	2,046	S.Y.		
35	Concrete Sidewalk - New and Replacement	405	S.Y.		
36	Curb and Gutter - FDOT Type "D"	490	L.F.		
37	Curb and Gutter - FDOT Modified Type "F"	927	L.F.		
38	Detectable Warning	48	L.F.		
39	Chain Linked Fence - 6' High Black Vinyl Coated	400	L.F.		
40	Shadow Box Fence - 6' High	1,020	L.F.		
41	Signage and Striping	1	L.S.		
42	Parking Lot Lighting - Design/Build	3	EA		
43	Entrance Gate - UPSWING MB832	1	EA		
44	Bike Rack - Belson Outdoors Model No. CHP-5-1G-S	1	EA		
45	Relocate Cabbage Palms	5	EA		
46	Salt Meadow Cordgrass (4 in.) - Living Shoreline	1,102	EA		
47	Smooth Cordgrass (4 in.) - Living Shoreline	649	EA		
48	Yaupon (15 gal.) - Landscape Vegetation	6	EA		
49	Sand Live Oak (30 gal.) - Landscape Vegetation	5	EA		
50	Cabbage Palm - Landscape Vegetation	12	EA		
51	Saw Palmetto (3 gal.) - Landscape Vegetation	73	EA		
52	Parsons Juniper (1 gal.) - Landscape Vegetation	106	EA		
53	Sand Cord Grass (1 gal.) - Landscape Vegetation	320	EA		
54	Salt Meadow Cordgrass (4 in.) - Landscape Vegetation	1,528	EA		
55	Bermuda Grass - Landscape Vegetation	2,910	S.Y.		
56	Permanent Irrigation System - Design/Build	1	L.S.		
57	Reinforced Concrete Pile Cap	57	L.F.		
L.S. = Lump Sum; C.Y. = Cubic Yard; S.Y. = Square Yard; L.F. = Linear Foot; S.F. = Square Foot; T = Tons; EA = Each				Total Base Bid:	

ADDENDUM NO. 1

DOCUMENT 00430 – BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name, and Address of Principal Place of Business):*

OWNER *(Name and Address):*

Okaloosa Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, FL 32579

BID

Bid Due Date:

October 6, 2021

Description *(Project Name— Include Location):*

Okaloosa Island - Soundside Access No. 2
(Fort Walton Beach, FL)

BOND

Bond Number:

Date:

Penal sum:

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

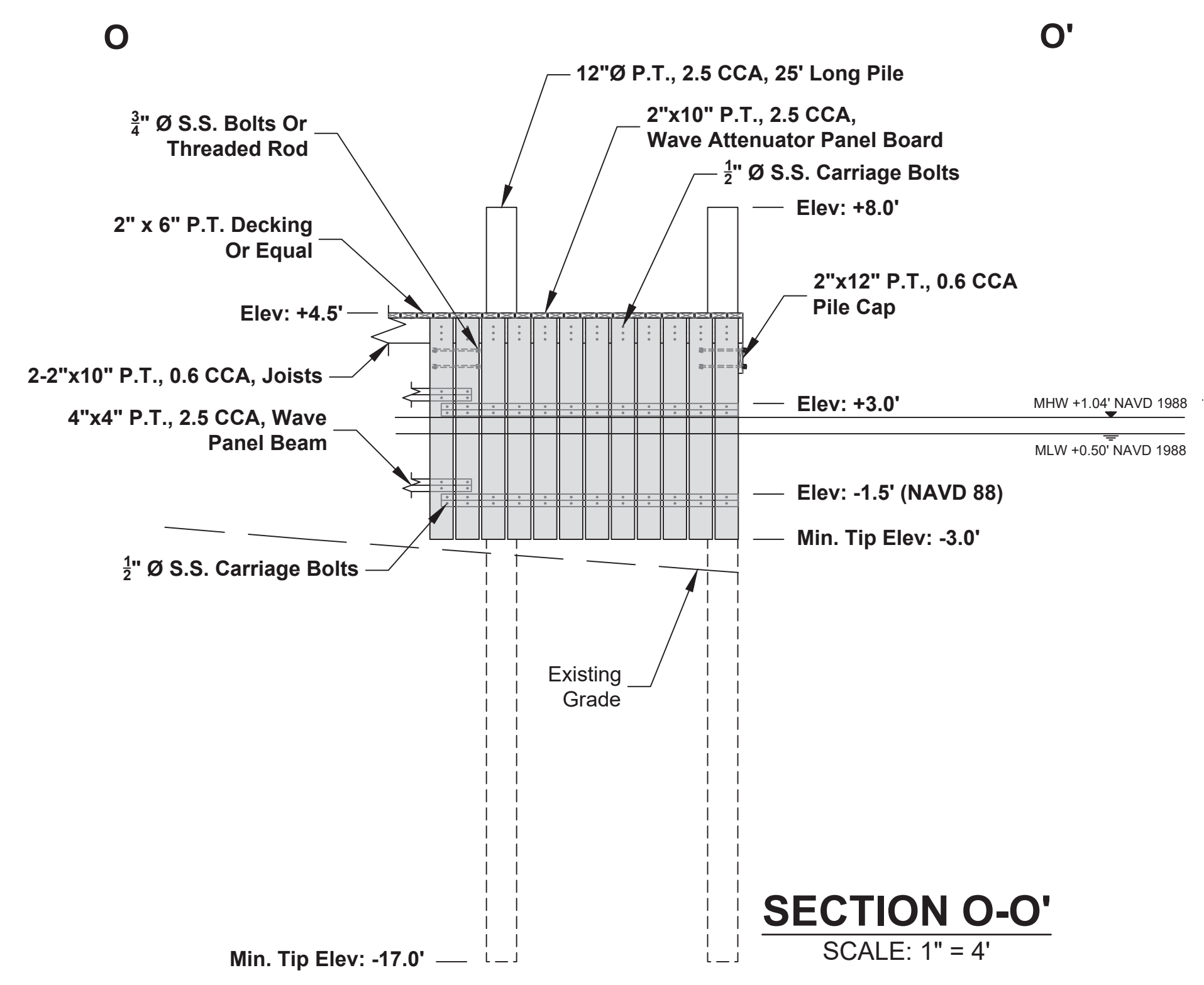
Title

Title

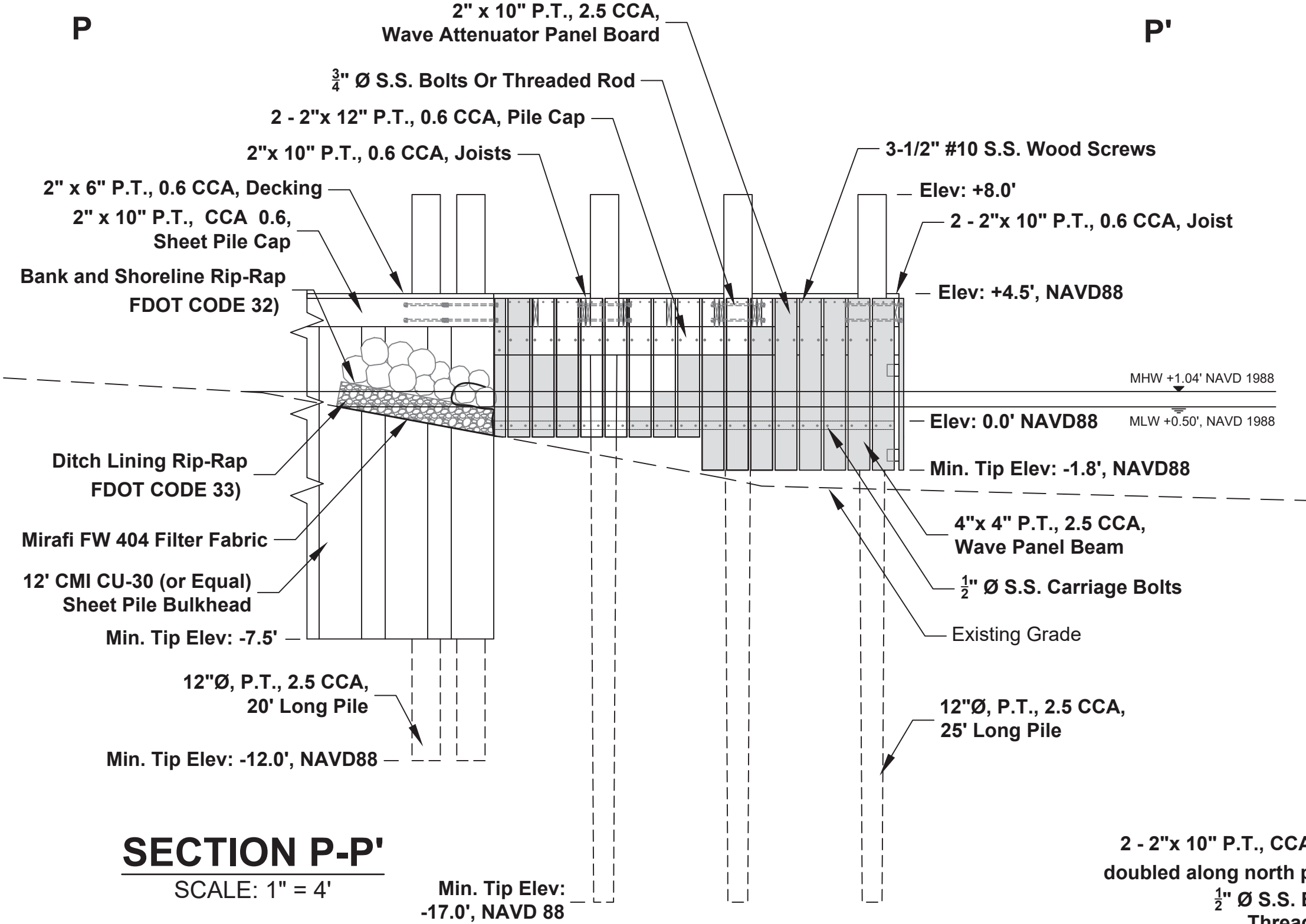
Note: Addresses are to be used for giving any required notice.

Provide execution by additional parties, such as joint venturers, if necessary.

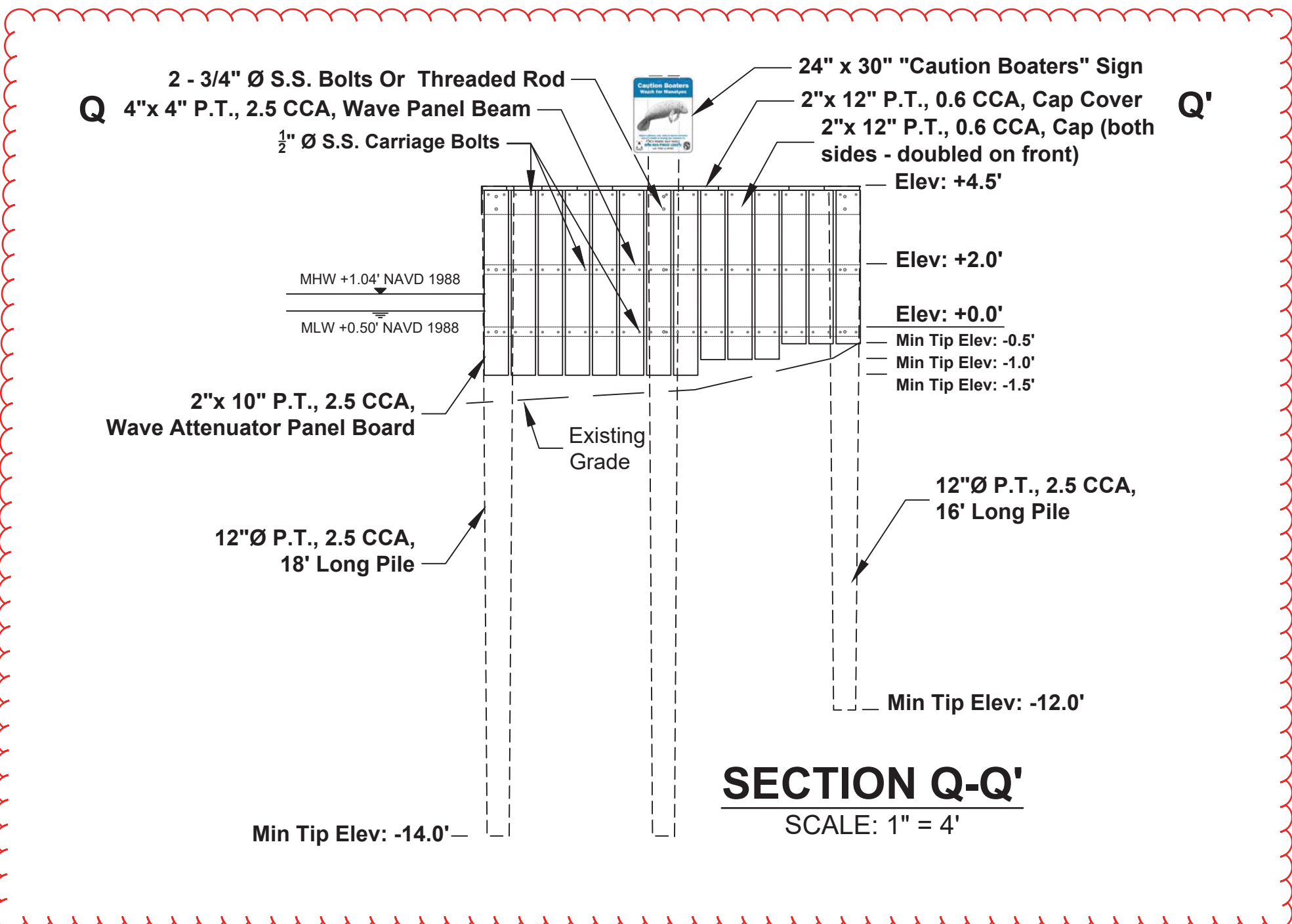
ADDENDUM 1



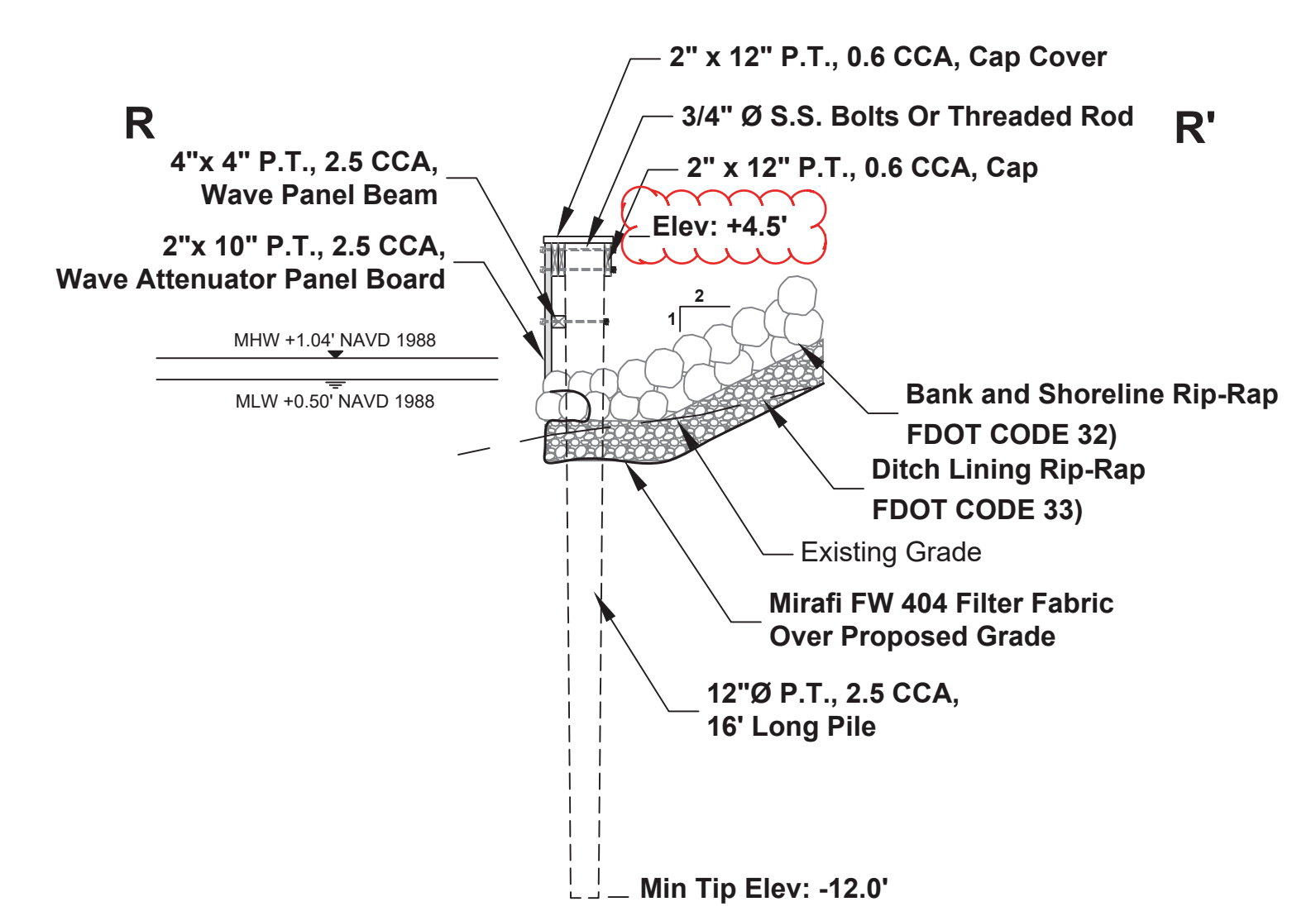
SECTION O-O'
SCALE: 1" = 4'



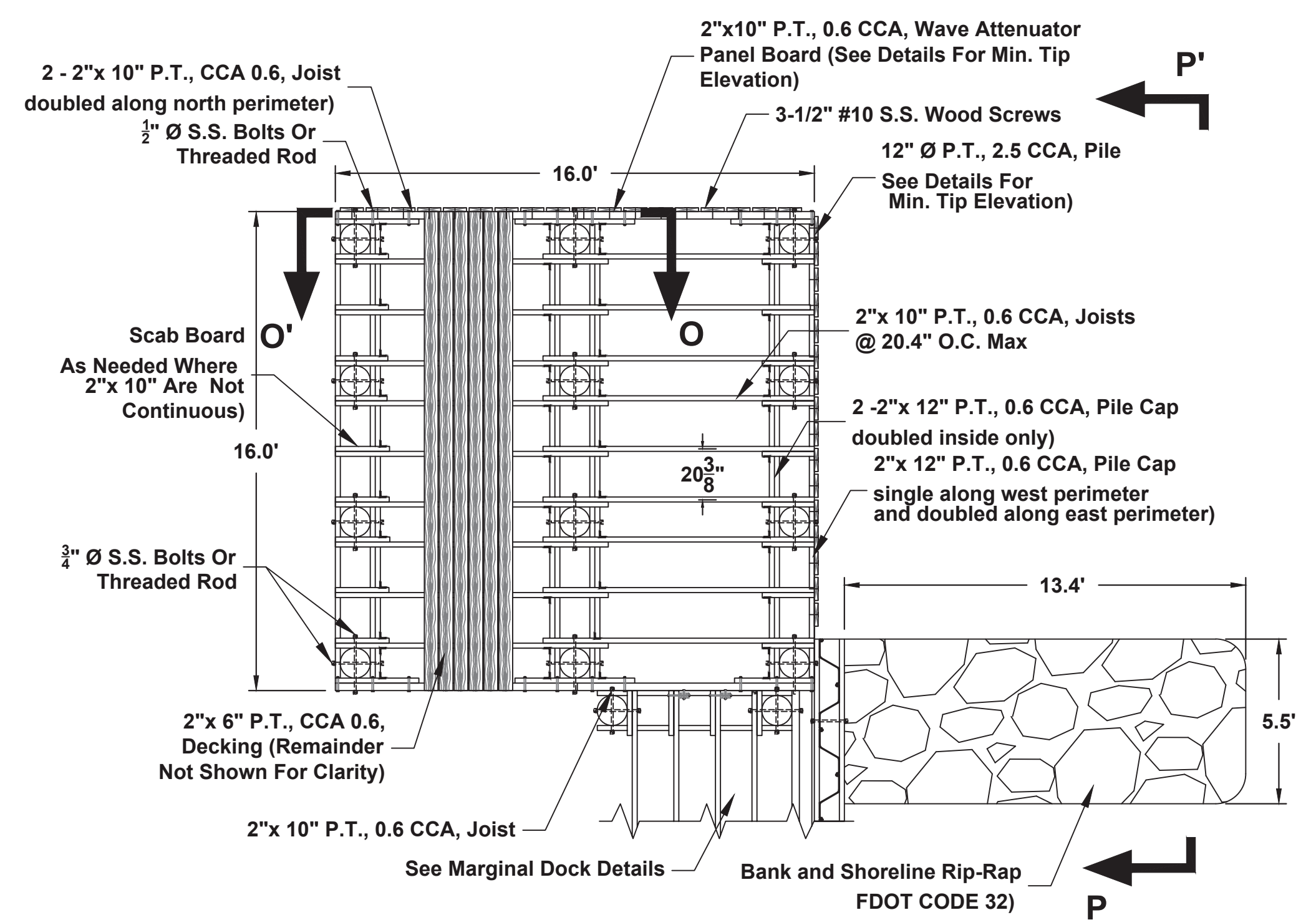
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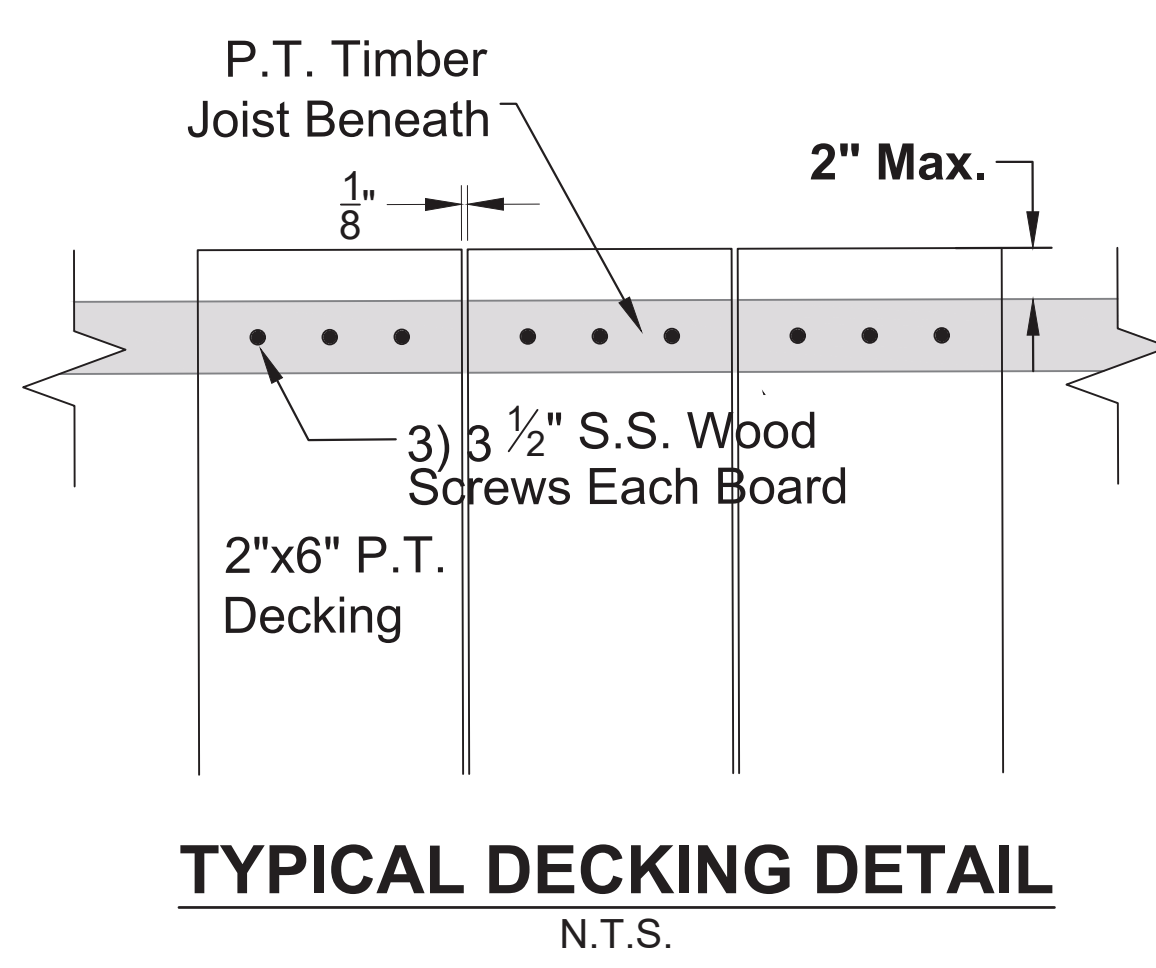
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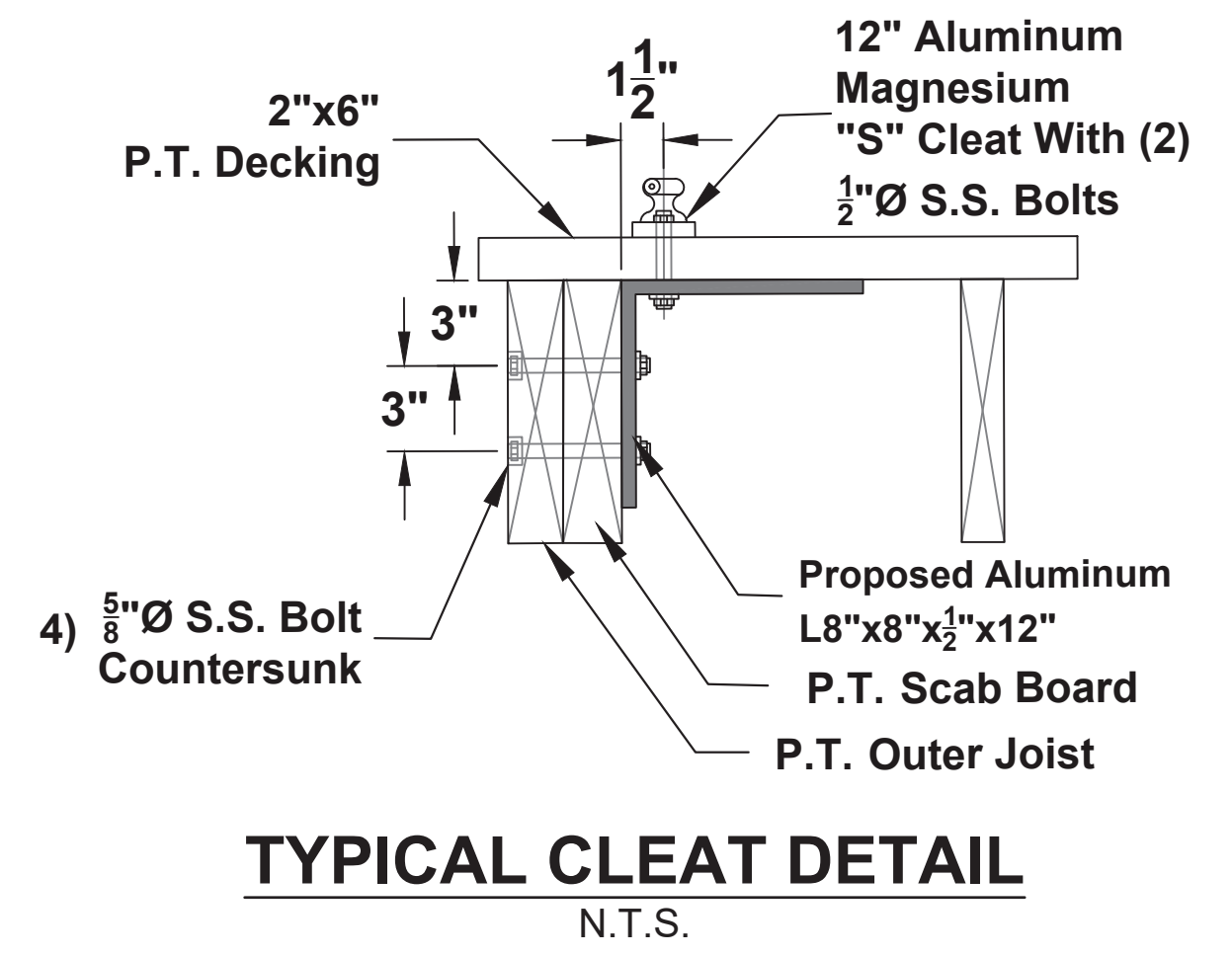
SECTION R-R'
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EAST WAVE ATTENUATOR PLAN
SCALE: 1" = 4'



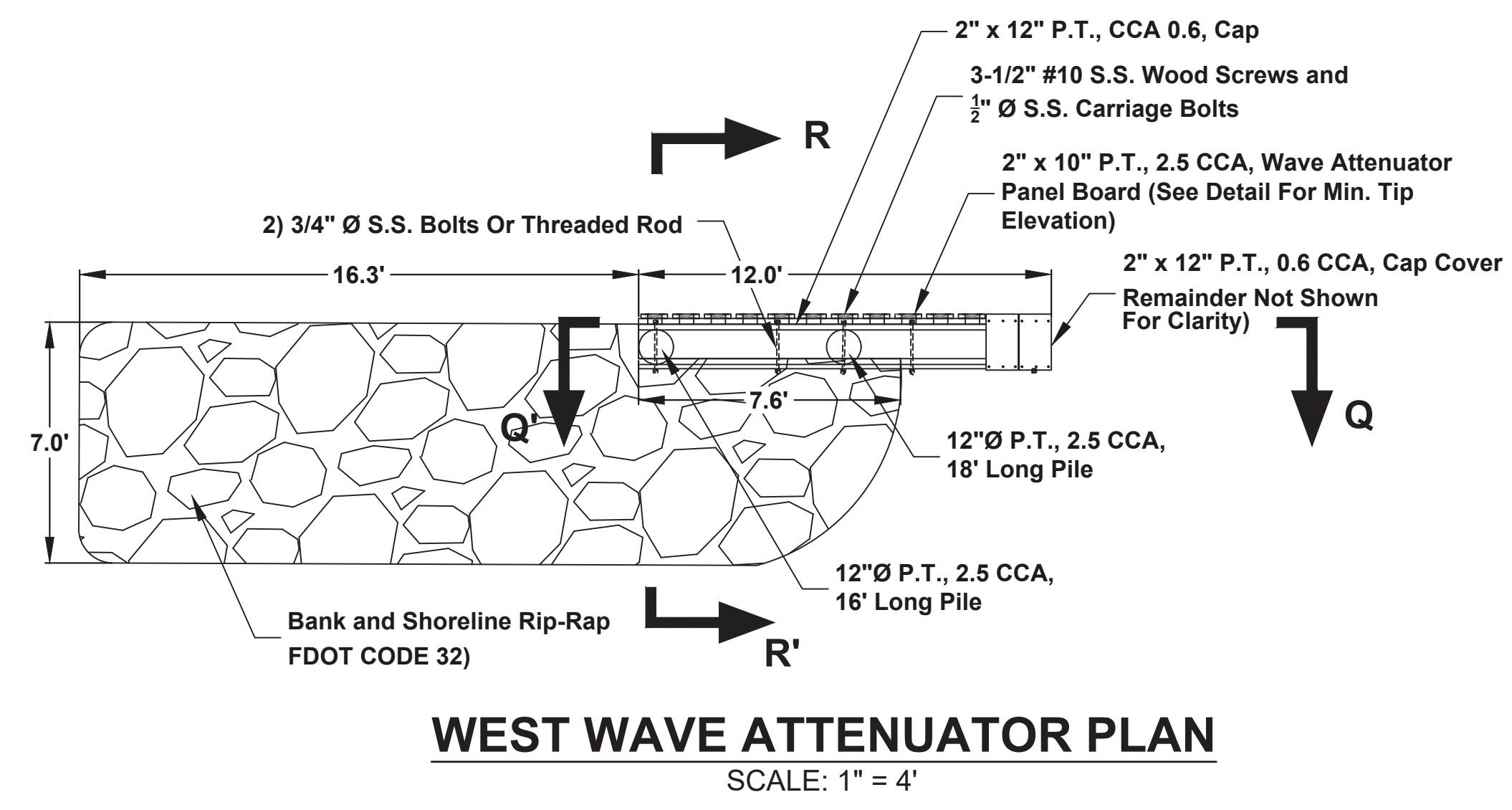
TYPICAL DECKING DETAIL
N.T.S.



TYPICAL CLEAT DETAIL
N.T.S.

NOTES

- All Bolts Shall Have The Appropriate Washers And Nuts
- Any P.T. Wood In Direct Contact With Water Shall Be 2.5 CCA



WEST WAVE ATTENUATOR PLAN
SCALE: 1" = 4'

543 Harbor Boulevard, Suite 204
Destin, Florida 32541
FL Certification of Authorization Number 9462
850.654.1555 (voice) • 850.654.0550 (fax)
www.mrd-associates.com

mrd
mrd associates, inc.
Coastal, Marine & Water Resources Engineering

NOTES:

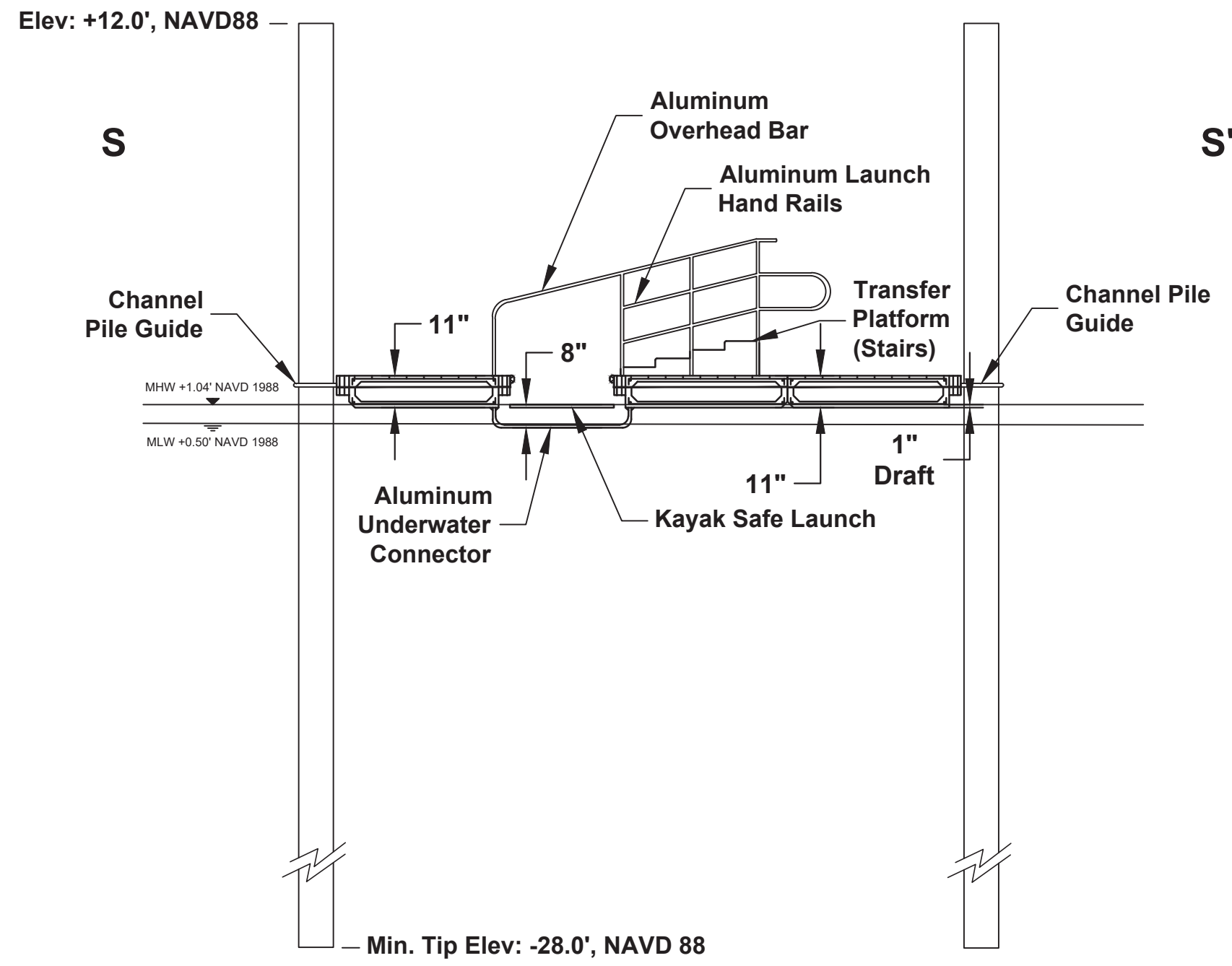
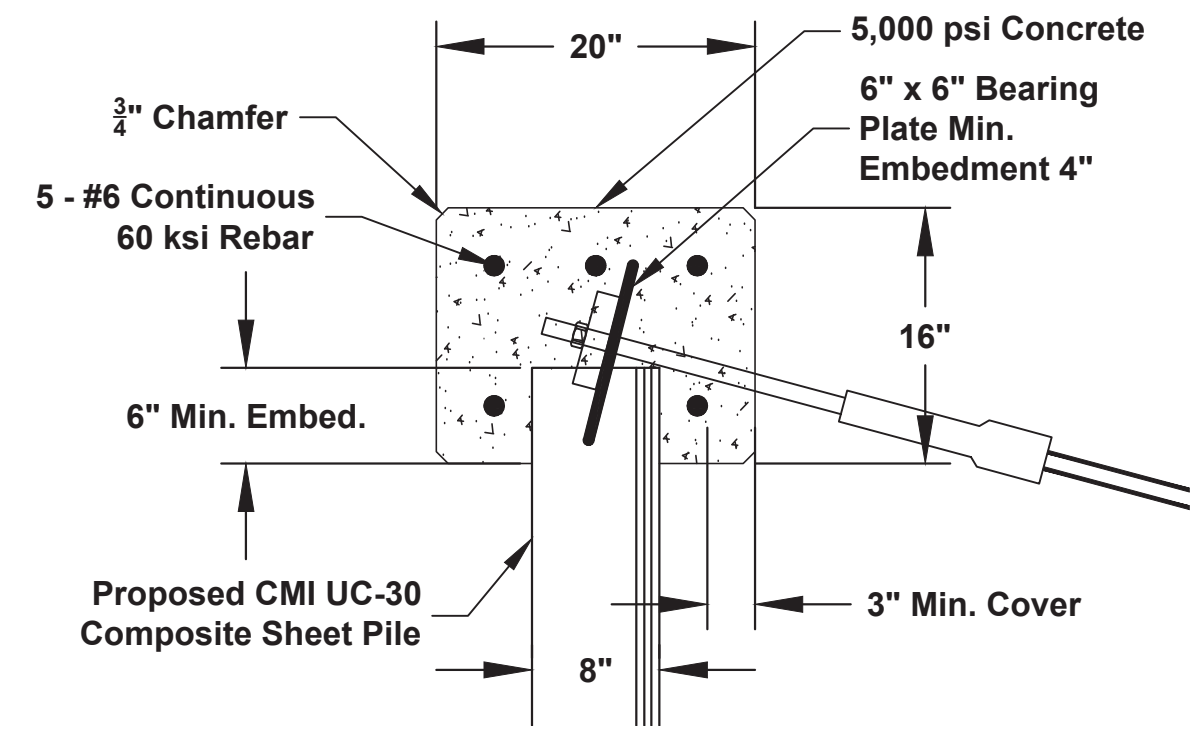
- Drawings are not valid for construction without being signed and sealed.
- Drawings prepared by: mrd associates, inc. performed on 06-24-19 and dated 06-25-19.
- Drawing is referenced to NAVD88, North Zone, NAD83.
- Elevations are referenced to NAVD88. Labels and flow 12.2016 to 02.2016. The accuracy of the elevations and flow data are approximate and may not represent currently existing conditions.

Drawings not valid for Construction unless signed and sealed by the Engineer of Record.

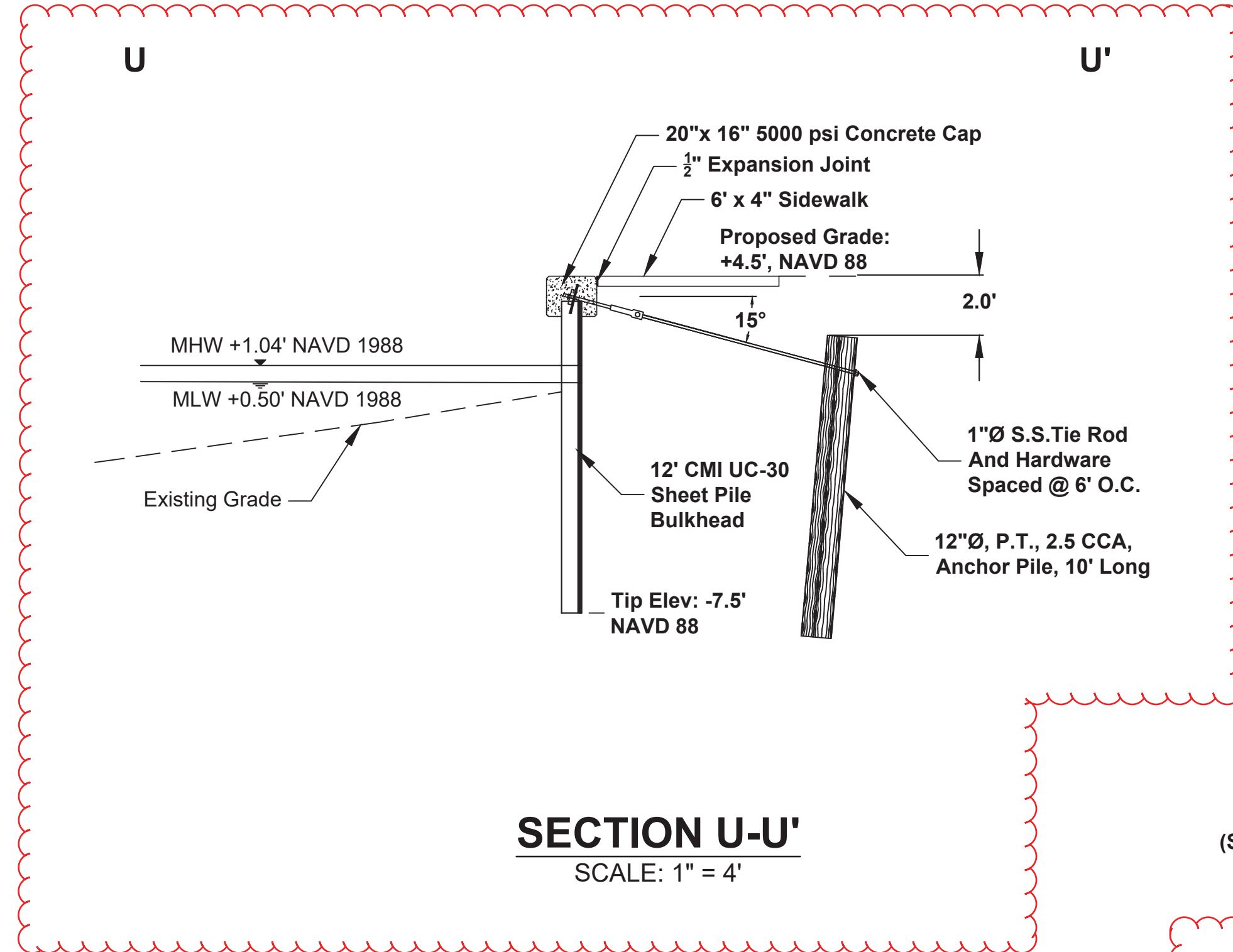
WAVE ATTENUATOR DETAILS
Soundside Access No. 2 Boat Basin and Amenities
Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Shalimar, Florida 32579

DESIGNED BY: **mrd**
DATE: November 1, 2019
REV DATE: Sep. 20, 2021
REV #: 4 DRAWN: CKM
REVIEWED: MRD
PROJECT NUMBER:
17-441.4
SHEET NUMBER:
13

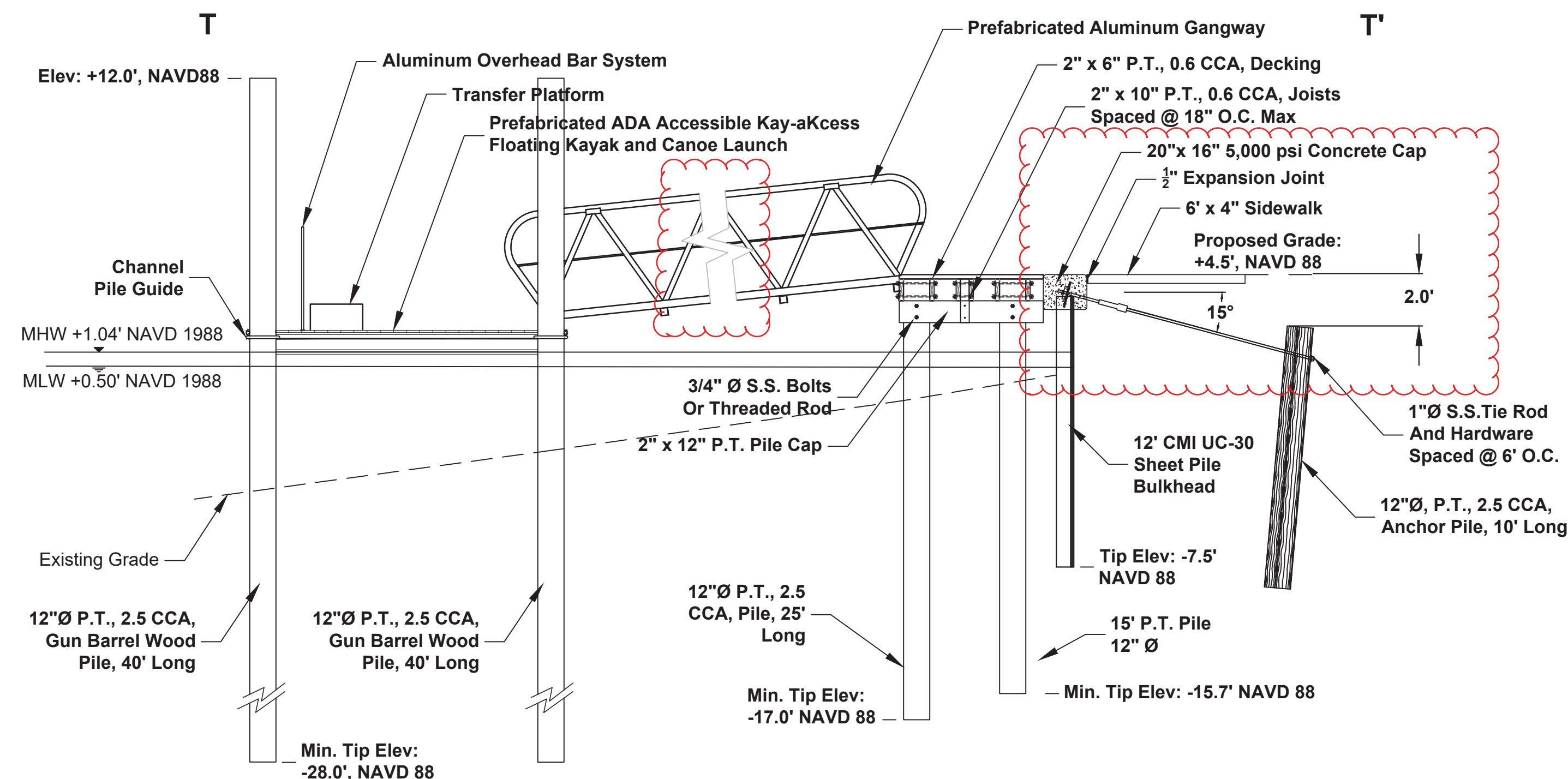
REINFORCED CONCRETE PILE CAP
SCALE: N.T.S.



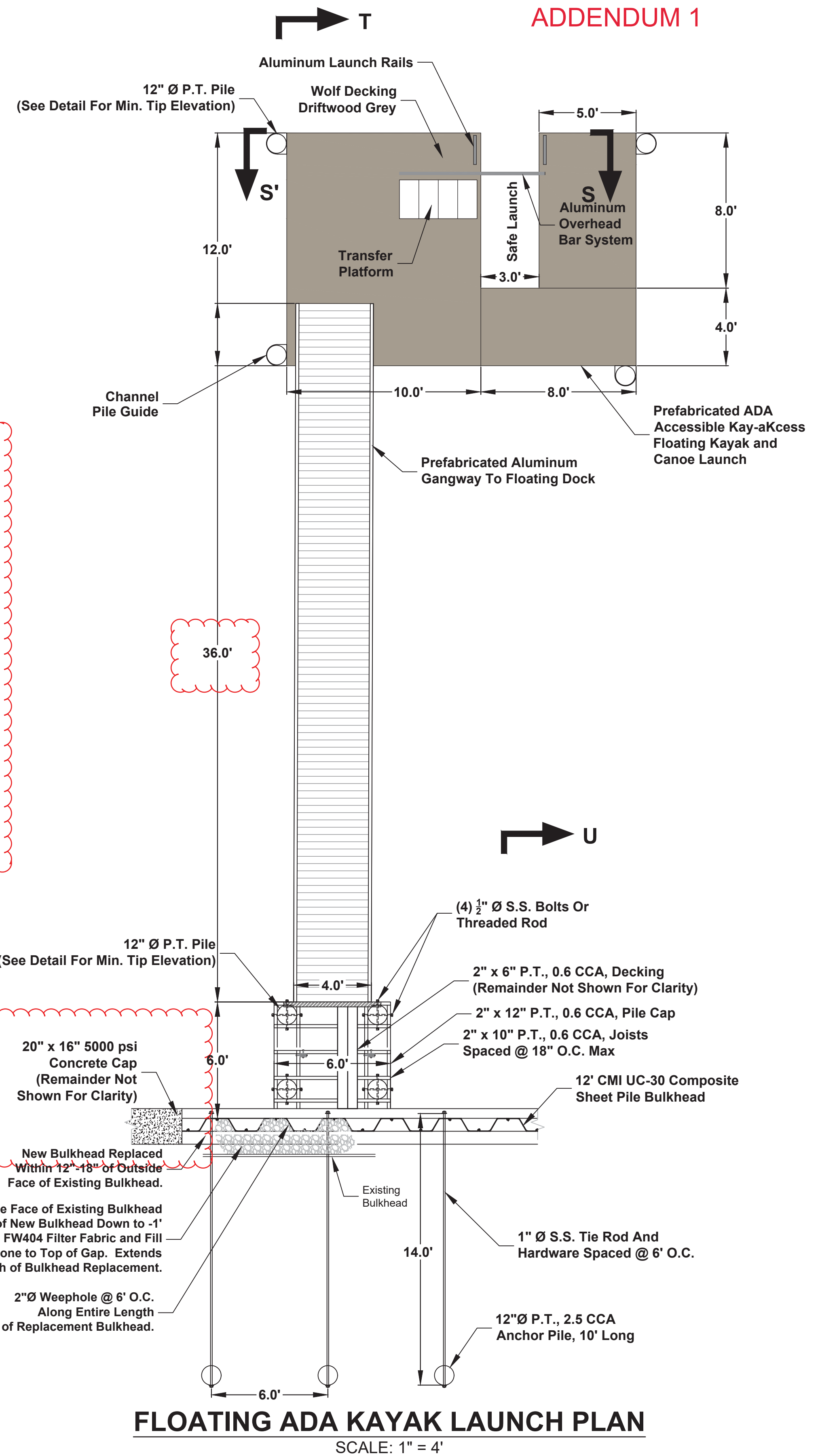
SECTION S-S'
SCALE: 1" = 4'



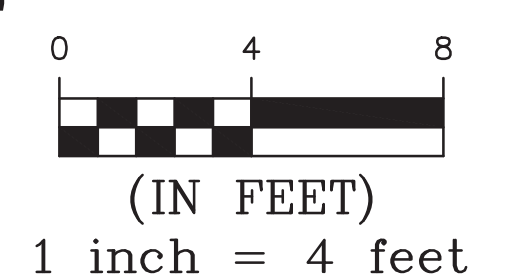
SECTION U-U'
SCALE: 1" = 4'



SECTION T-T'
SCALE: 1" = 4'



FLOATING ADA KAYAK LAUNCH PLAN
SCALE: 1" = 4'



NOTES:
 • Drawings are not valid for construction without being signed and sealed.
 • Survey by Forestry Engineers, Inc. performed on 06-24-19 and dated 06-25-19.
 • Existing is referenced to Florida State Plane, North Zone, NAD83.
 • Elevations referenced to NAVD88.
 • Aerial photography obtained from Lantana and from 12-2016 to 02-2016. The location of all objects in the photographs are approximate and may not represent currently existing conditions.

Drawings not valid for construction unless signed and sealed by the Engineer of Record.

FLOATING ADA KAYAK LAUNCH DETAILS
 Soundside Access No. 2 Boat Basin and Amenities
 Okaloosa County Board of County Commissioners
 1250 N. Eglin Parkway, Shalimar, Florida 32579

DESIGNED BY: **mrd**
 DATE: November 1, 2019
 REV DATE: Sep. 20, 2021
 REV #: 4 DRAWN: CKM
 REVIEWED: MRD
 PROJECT NUMBER: 17-441.4
 SHEET NUMBER: 14

543 Harbor Boulevard, Suite 204
 Destin, Florida 32541
 (FL) Certification of Authorization Number 9482
 850.654.1555 (voice) • 850.654.0550 (fax)
 www.mrd-associates.com
mrd mrd associates, inc.
 Coastal, Marina & Water Resources Engineering

DOCUMENT 01010 – SUMMARY OF WORK WITH MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 Work Covered by the Contract Documents

- A. The proposed activities are located within a man-made basin. The proposed improvements include: new 1,116 sq. ft. marginal wood dock with 256 sq. ft. pier along the east side replacing a 2,215 sq. ft. dilapidated dock; new 246 feet of sheet pile bulkhead along the east and south sides replacing 483 feet of dilapidated bulkhead (the western 237-ft. bulkhead will be removed to construct the living shoreline); removal of existing vegetation species "phragmites"; installation of 3,936 sq. ft. of living shoreline with native vegetation spartina patens above the 1-ft. contour line and spartina alterniflora below the 1-ft. contour line) and oyster bag breakwaters (350 bags at 5 feet long, 1 foot wide, and 10 inches tall); and installation of 2,511 sq. ft. of spartina patens behind the eastern bulkhead. The 38-ft. long east attenuator will be replaced with a 29-ft. structure and the 37-ft. west wave attenuator will be replaced with a 12-ft. structure within the existing footprint. Approximately 73 sq. ft. (5.4 cu. yds.) of rip-rap revetment will be placed at a 2H:1V slope along the eastern shoreline adjacent to the east wave attenuator, and approximately 153 sq. ft. (11.3 cu. yds.) of rip-rap revetment will be placed at a 2H:1V slope west of the west wave attenuator. An ADA accessible 216 sq. ft. floating kayak and canoe launch will be placed in the south center of the basin that will attach to a 36 sq. ft. fixed dock to support connection to a 16-ft. long gangway.

Upland improvements include: an 18,409 sq. ft. parking lot and roadway with 20 parking spots (2 of which are ADA accessible) including curb and gutter, signage, striping, lighting, and entrance gate, as well as an additional 3,605 sq. ft. of sidewalk constructed upland between Santa Rosa Blvd. and the man-made basin. Approximately 11,369 sq. ft. of pervious land will be regraded to construct a series of interconnected stormwater management basins with pipes, water control structures, and an outfall into Santa Rosa Sound.

- B. The project includes the seaward demolition of an existing marginal dock, piles, bulkhead, and wave attenuators. These will be replaced by a living shoreline, ADA kayak launch, bulkhead, wave attenuators, rip rap, and marginal dock with pier. Upland improvements include the grading and construction of a parking lot, sidewalk, curb and gutter, as well as an interconnected stormwater management system. Additional improvements include landscaping, fencing, and lighting..

1.02 Work Sequence

- A. The work sequence will be determined by the CONTRACTOR and will incorporate Utility Work Schedules provided in the Supplemental Conditions.

1.03 Contractor's Use of Premises

- A. The CONTRACTOR use and responsibilities of premises as shown on the construction drawings.
- B. CONTRACTOR shall assume full responsibility for safety at the work site for all workers and visitors.
- C. The CONTRACTOR shall send proper notices, make all necessary arrangements, and perform all services required in the care and maintenance of all public utilities within the construction limits.

PART 2 - MEASUREMENT AND PAYMENT

2.1 SUMMARY

- A. This section includes requirements for the basis of measurement and payment. The Contractor shall receive and accept the compensation provided in the Bid Schedule as full payment for furnishing all materials, labor, tools, and equipment for performing all operations necessary to complete the Work under the Contract. Payment for all loss or damages arising from the nature of the Work, or from the action of the elements or any unforeseen difficulties, encountered during the Work until final acceptance by the Owner is also included in the compensation provided in the BID SCHEDULE.
- B. Bid prices for the various work items are to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid, any item for which a separate pay item has not been established in the Bid Schedule, to reflect the total price for completing the project in its entirety, as depicted in the Construction Drawings, Specifications, and Bid Schedule. Unless there is a specific line item for administrative costs (e.g., Project Management, Quality Control and Safety), Contractor shall allocate such costs proportionally across all line items. The Contractor's Bid Schedule must include all costs to complete all work, in total, designated in the Construction Drawings, Specifications, and Bid Schedule.

2.2 SUBMITTALS

The following submittals shall be submitted in accordance with contract requirements prior to the start of construction.

A. Schedule of Values

1. The Contractor will submit a printed Schedule of Values on Contractor's standard form in electronic printout for review and approval prior to the first Payment Application by the Engineer. List payment items sequentially in the same order as they appear in the Bid Schedule.
2. Lump Sum items are to have adequate breakdown of components to facilitate evaluating completeness for payment by the Owner. Breakdown components shall appear directly under the payment item heading to which they apply.
3. The Contractor will revise the Schedule of Value to list approved Change Orders with each Application for Payment. The Contractor will submit the revised Schedule of Values in accordance with this specification.

B. Construction Schedule

The Contractor will submit a Construction Schedule in the form of a progress chart. The Contractor shall indicate on the progress chart the bid items contained in the contract, showing the amount of the item and its relative weighted percentage of the total contract. The Contractor may separate features of work under each item to show salient work elements such as procurement of materials, equipment, and supplemental work elements such as excavation, etc.

All Submittals shall be submitted in accordance with contract requirements during the construction period.

2.3 MEASUREMENT

- A. Measurement for Payment for this Project shall be based on completion of the Work in accordance with the Construction Drawings and Specifications for each of the items. Field measurements will determine the percent complete of work components when listed on the approved Schedule of Values. Measurements will be made using linear, area, volumetric units, or by unit quantities, as listed on the BID SCHEDULE for unit quantity items and at the Engineer's sole discretion for Lump Sum items.

- B. The Contractor will assist the Owner by providing necessary equipment, workers, and personnel as required.
- C. Unit Measurement: Measured by the number of units installed.
- D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord, in feet and hundredths of a foot.
- E. Measurement by Area: Measured by square dimension using mean length and width or radius, in feet and hundredths of a foot.
- F. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness, in feet and hundredths of a foot.
- G. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

2.4 BASIS FOR PAYMENT

- A. Unless indicated on the Contract Documents, all work indicated on the Construction Drawings and specified in the Bid Documents and Contract shall be included in the Contract Sum indicated on the Bid Schedule.
- B. Prices stated in the Bid Schedule shall include all costs and expenses for taxes, labor, equipment, insurance, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as depicted on the Construction Drawings and in the Specifications. The basis of payment for an item in the amount shown in the Bid Schedule shall be in accordance with the description of that item provided in this Section.
- C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the Work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, the Contractor shall include the cost for that work in another applicable bid item, in order that the Proposal for the project reflects the total price to be paid by the Owner for completing the Work in its entirety.
- D. Changes in the Contract Price and Contract Time require prior authorization in writing from the Owner, in the form of a Change Order or Work Change Directive. The Contractor is responsible for verification of all bid quantities and to report to the Owner any discrepancies found prior to ordering materials and/or equipment for construction.
- E. The various major items of Work will be paid for either by 1) the quantity of the actual Work complete by the Contractor and accepted by the Owner multiplied by the unit price or 2) the lump sum amount indicated for each Bid Schedule Item. The Work shall include all miscellaneous and ancillary items necessary to construct a complete and functional Project.

2.5 SCHEDULE OF VALUES

- A. The below descriptions generally outline the Scope of Work required for those elements of the Work to be paid for under each item listed in the Schedule of Bid Items. The Contractor shall submit a Schedule of Values and shall be consistent with the contract requirements prior to the start of construction.

2.6 PAYMENT ITEMS

- A. Basis of Payment for Unit Price Items
 - 1. Quantities indicated in the Bid Schedule are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Owner determine payment.

2. If the actual Work requires more or fewer quantities than those quantities indicated, the Contractor will provide the required quantities at the unit prices contracted.
 3. If the actual Work requires a fifty percent (50%) or greater change in quantity than those quantities indicated, the Owner or Contractor may claim for a Contract Price adjustment for that item.
- B. Basis of Payment for Lump Sum Items
1. Payment for lump sum items for this Project will be made at the lump sum price named in the Contract. The contract price shall constitute full compensation for each item, including all required labor, products, tools, equipment, plant, transportation, services and incidentals, erection, application, or installation of an item of the Work, overhead and profit as required to complete the item as indicated in the Construction Drawings and Specifications.
- C. Progress Payments
1. The Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed and verified during the pay period.
 2. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Owner multiplied by a unit price of the item. Final payment for unit price Work will be accomplished by reconciliation Change Orders to adjust quantities at the end of the Project.
 3. No payment, partial or complete, will be made for defective or rejected Work. The Contractor will not receive payment for any work installed outside limits or locations of the of the work as indicated in the Construction Drawings.
 4. No separate payment will be made for additional labor and materials required for accomplishing the Project in its entirety. All labor, materials, and incidental costs shall be included for payment as part of the Proposal and the Contract, under the several scheduled items of the Project.
- 2.7 DESCRIPTION OF WORK ITEMS AND SCHEDULE OF VALUES

- A. The following Work items are described in order to assist the Contractor in the preparation of the Proposal and to assist the Owner in the evaluation of Bids and evaluation of progress payments during construction. The Contractor shall submit a Schedule of Values containing the work components of each Bid Item of the Proposal for approval prior to the first Payment Application for Payment for work in progress.
- B. No separate payment will be made for any testing and/or surveying performed to complete the Work; costs for testing and/or surveying (as applicable), are included in the cost to complete the work item.
- C. Submittals are considered part of the Contractor's administrative and overhead costs. The Contactor will not be compensated separately for submittals required by these specifications or those listed on the Construction Drawings.
- D. Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated there with shall be included in the applicable unit prices or lump sum prices contained in the Bid Schedule.
- E. For the purpose of the work items listed in the Bid Schedule below, complete installation will mean the inclusion of demolition work, site restoration to existing or better conditions, and testing, all included in the cost to complete the work item (as applicable).
- F. All work shall be completed in accordance with all applicable permits and owner requirements.

- G. The following are the Bid Item descriptions and units of measurement that should be used as a guide for preparing the Bid Schedule. This list consists of items to complete the work and but is not intended to be a complete and all-inclusive record of the required work items. However, it is the bidder's responsibility to include all costs in the Bid Schedule to complete the entire project as shown on the Construction Drawings. These costs shall have their cost for material, equipment, labor, overhead and profits included in the prices bid. Any item not listed in the bid but shown on the drawings or called for in the specifications shall have its cost included in the items listed below.

Item Name Units of Measurement	Description
Insurance, Bonds and Contract Security Lump Sum	The Contractor shall purchase and maintain such insurance as required by the Contract Documents. Payment for the costs of insurance, bonds and contract security shall be made at the Lump Sum bid price for "Insurance, Bonds and Contract Security" . If no separate item is provided in the bid, the costs shall be uniformly distributed to other bid items.
Mobilization and General Conditions Lump Sum	Mobilization includes full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals at the project site in preparation for work on the project that will be completed by the Contractor. This shall include all incidental items are items that are required to complete the Work but shall not be measured or paid for separately unless otherwise specified in the Contract Documents. Costs for incidental items shall be included in the various bid items as required. No additional payments shall be made to the contractor for incidental items. All work covered by this section will be paid at the Lump Sum bid price for "Mobilization and General Conditions". The lump sum bid price shall not exceed 5% of the total project bid.
Traffic Control Lump Sum	Traffic Control Includes full compensation for all materials, labor, supervision, temporary signage, tools, equipment, supplies, and incidentals necessary to furnish, install, establish, and maintain all pedestrian and vehicular traffic control items required for the duration of the project. This also includes the removal of all traffic control items at the project's completion. All work covered by this section will be paid at the Lump Sum bid price for "Traffic Control".
Construction Surveying and As-Built Drawings Lump Sum	Surveying services includes full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals necessary to survey critical areas, clearing limits, layout, cut and fill, As-Built and all other surveying necessary to provide compliance with the Contract Documents. All surveying shall be completed by a professional land surveyor licensed and registered in the State of Florida. All work covered by this section will be paid at the Lump Sum bid price for "Construction Surveying and As-Built Drawings", completed.
Demobilization Lump Sum	Demobilization includes full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals for the complete demobilization of contractor's personnel, equipment and supplies offsite and the cleanup of the project site. Cleanup of the site shall restore the project site to preconstruction conditions or better. All work covered by this section will be paid at the Lump Sum bid price for "Demobilization".

<p>Temporary Erosion and Sedimentation Control (TESC) Lump Sum</p>	<p>Includes full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals for the preparation of the Contractor’s Erosion and Sediment Control Plan (ESCP) and the installation of a temporary construction entrance, installation of temporary orange PVC fencing, installation of turbidity curtains, installation of the TESCs as shown on the drawings and included in the technical specifications.</p> <p>All work covered by this section will be paid for at the Lump Sum bid price for “TESC”. Payment also includes the removal of all of these TESC measures after the construction of the project is complete and the restoration of the site to its pre-construction condition. Upon acceptance of the Contractor’s Erosion and Sediment Control Plan (ESCP) and TESC personnel with listed certifications, 25 percent.</p> <p>After NTP and before Substantial Completion, 50 percent will be prorated and paid monthly for compliance with ESCP. Non-compliance will result in withholding of payment for the month of non-compliance.</p> <p>At final payment, 25 percent for a clean site.</p>
<p>Demolition, Clearing & Grubbing and Disposal Lump Sum</p>	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete the removal of existing structures, appurtenances, and all clearing & grubbing activities necessary to construct the improvements as shown in the construction drawings and included in the technical specifications. Also includes, but not limited to, removal of all ground cover, phragmites and herbicides treatment within Living Shoreline, sidewalk along Santa Rosa Boulevard. All work covered by this section will be paid for at the Lump Sum bid price for “Demolition, Clearing & Grubbing and Disposal”, completed.</p>
<p>Replacement Bulkhead Linear Foot</p>	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified new bulkhead waterward of the existing bulkhead as shown in the construction drawings and included in the technical specifications. The unit bid price also includes the costs for, but not limited to the piles, CMI UC-30 sheet-pile, walers, tie-rods, anchor piles, wood cap, connectors, and weep holes. Drainage stone (coarse aggregate) and filter fabric is covered separately.</p> <p>All work covered by this section will be paid at the unit bid price per linear foot for “Replacement Bulkhead”, installed, and completed.</p>
<p>Marginal Dock and Sunset Pier Square Foot</p>	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified replacement pile-supported boardwalk, landing to floating kayak/canoe launch and sunset deck as shown in the construction drawings and included in the technical specifications.</p> <p>All work covered by this section will be paid at the unit bid price per square foot for “Marginal Dock” and “Sunset Pier”, installed, and completed.</p>
<p>Wave Attenuators Linear Foot</p>	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified wave attenuator on the east (connected to the sunset deck) and west side (stand-alone) of the boat basin as shown in the construction drawings and included in the technical specifications. This bid item is for CCA panel boards.</p> <p>All work covered by this section will be paid at the unit bid price per linear foot for “Wave Attenuators”, installed, and completed.</p> <p>The Alternate Bid Items include the substitution of CCA panel boards with equivalent TRIMAX panel boards. The addition or subtraction cost for each of these items must be included in the Bid Schedule but will not be a basis for award.</p>
<p>ADA Kayak and</p>	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified ADA Kayak and Canoe Launch as shown in the</p>

Canoe Launch Lump Sum	<p>construction drawings and included in the technical specifications. The Lump Sum bid price also includes the costs for, but not limited to the Pre-fabricated ADA Accessible Kay-aKcess Floating Kayak and Canoe Launch, gangway, stairs, piles, and all connectors.</p> <p>All work covered by this section will be paid at the Lump Sum bid price for an “ADA Kayak and Canoe Launch”, installed, and completed.</p> <p>The Alternate Bid Items include substitution for using equivalent 12” “Eco-piles”. The addition or subtraction cost for this item must be included in the Bid Schedule but will not be a basis for award.</p>
Fill Cubic Yard	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, place and grade fill as shown in the construction drawings and included in the technical specifications. The fill areas include, but not limited to, backfill bulkhead, fill within the Living Shoreline, if needed, fill within the stormwater outfall, and upland site fill to bring site up to grade as shown on the construction drawings and included in the technical specifications. The fill shall meet the provisions contained in the County’s White Sands Ordinance and any other requirements.</p> <p>All work covered by this section will be paid at the unit bid price per cubic yard for “Fill”, installed, and completed.</p>
Filter Fabric Square Yards	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified Mirafi FW 404 filter fabric between the new and existing bulkhead, and under the flume rip-rap scour protection, rip-rap erosion control, stormwater outfall structure, and shoreline rip-rap revetment as shown in the construction drawings and included in the technical specifications. Note the fabric shall be double layered with specified overlapped.</p> <p>All work covered by this section will be paid at the unit bid price per square yards for “Filter Fabric”, installed, and completed.</p>
Rip Rap, Bedding Stone and Coarse Aggregate Tons	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified rip rap for the construction of the flume rip-rap scour protection and rip-rap erosion control, and bedding stone and rip rap for the construction of the stormwater outfall structure and shoreline revetment over the filter fabric, except excavation, as shown in the construction drawings and included in the technical specifications. Coarse Aggregate is to backfill the void between the new and existing bulkhead, and the base of the concrete wall and weir (stormwater outfall). When it is necessary to dump and sort individual loads, payment will be made only for that portion accepted by the Owner’s Representative.</p> <p>All work covered by this section will be paid at the unit bid price per ton for “Rip Rap”, “Bedding Stone” and “Coarse Aggregate” based on approved truck tickets, installed, and completed.</p>
Minor Grading - Living Shoreline Square Feet	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified minor grading within the Living Shoreline to achieve a consistent grade and slope necessary to install the vegetation as shown in the construction drawings and included in the technical specifications. If fill is required, the material and cost is covered under “Fill – Living Shoreline”.</p> <p>All work covered by this section will be paid at the unit bid price per square foot for “Minor Grading – Living Shoreline”, completed.</p>
Fill - Living Shoreline Cubic Yards	<p>Full compensation all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified additional fill to grade within the Living Shoreline to achieve a consistent grade and slope necessary to install the vegetation as shown in the construction drawings and included in the technical specifications.</p> <p>All work covered by this section will be paid at the unit bid price per cubic yard for “Fill – Living Shoreline”, installed.</p>

Oyster Bags - Living Shoreline Each	Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified Oyster Bay breakwaters within the Living Shoreline as shown in the construction drawings and included in the technical specifications. All work covered by this section will be paid at the unit bid price per breakwater for "Oyster Bags - Living Shoreline", installed.
Site Preparation and Grading Lump Sum	Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and complete specified site preparation and grading of the site (excluding the Living Shoreline) as shown in the construction drawings and included in the technical specifications. This includes, but not limited to the construction of the stormwater management system, site grading, stormwater outfall, concrete flumes and other site preparation and grading not covered in other items. All work covered by this section will be paid at the Lump Sum bid price for "Site Preparation and Grading", completed.
Grading - Stormwater Outfall Lump Sum	Full compensation all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and grade within the stormwater outfall to achieve a consistent grade and slope necessary to install the stormwater outfall structure as shown in the construction drawings and included in the technical specifications. All work covered by this section will be paid at the Lump Sum bid price for "Grading – Stormwater Outfall", completed.
Concrete Weir and CMI UC-30 Composite Wall – Stormwater Outfall Linear Foot	Full compensation all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified concrete weir and CMI UC-30 wall as a necessary element to the Stormwater Outfall as shown in the construction drawings and included in the technical specifications. All work covered by this section will be paid at the unit bid price per linear foot for "Concrete Weir – Stormwater Outfall" and "CMI UC-30 Wall – Stormwater Outfall", installed.
HDPE with ADS Flared Ends Linear Foot	Full compensation all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified HDPE "12-inch" and "16-inch" stormwater pipe with ADS flared ends as shown in the construction drawings and included in the technical specifications. The unit bid price also includes the costs for, but not limited to, the ADS flared ends. All work covered by this section will be paid at the unit bid price per linear foot for "12-inch HDPE with 12-inch ADS Flared Ends" and "16-inch HDPE with 16-inch ADS Flared Ends", installed.
FDOT Type "C" DBI Each	Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified FDOT Type "C" DBI and FDOT Type "C" DBI (Modified) stormwater control structures as shown in the construction drawings and included in the technical specifications. The unit bid price also includes the costs for, but not limited to, appropriate base stabilization. All work covered by this section will be paid at the unit bid price per structure for "FDOT Type "C" DBI (Modified)" and "FDOT Type "C" DBI, installed.
Base, Subgrade and Asphalt Pavement Square Yards	Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified base, subgrade, and asphalt pavement to construct the entrance, access driveway, loading/unloading area and parking lot as shown in the construction drawings, included in the technical specifications and in accordance with FDOT specifications. The unit price shall include, but not limited to, all other work, not included under other items, necessary to complete the work as specified. These prices shall include preparing, shaping and placement of the subgrade or subbase and shoulders, adding moisture, compaction requirements and

	<p>compaction testing, remove and replace unstable subgrade or subbase and constructing the base course thereon, fine grading, meeting required grades and slopes to ensure proper drainage, and testing and filling test holes.</p> <p>All work covered by this section will be paid at the unit bid price per square yard for “Base, Subgrade and Asphalt Pavement”, installed. Asphalt replacement that is either damaged or removed outside of the defined limits are excluded.</p>
Concrete Sidewalk and Concrete Flumes Square Yards	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified concrete sidewalk along Santa Rosa Boulevard and within the project site, and the concrete flumes as shown in the construction drawings, included in the technical specifications and in accordance with FDOT specifications. The unit price shall include, but not limited to, tying the new sidewalk into the existing sidewalk, preparation and shaping the subgrade or subbase and shoulders, fine grading, adding moisture, compaction requirements and compaction testing, concrete testing, saw cutting and for all other incidental work for the new sidewalk and the removal and replacement of the existing sidewalk, installed and completed.</p> <p>All work covered by this section will be paid at the unit bid price per square yard for “Concrete Sidewalk” and “Concrete Flumes”. Sidewalk replacement that is either damaged or removed outside of the defined limits are excluded.</p>
Curb and Gutter – FDOT Type D and Curb and Gutter – FDOT Modified Type F. Linear Foot	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified concrete curb and gutter as shown in the construction drawings and included in the technical specifications and in accordance with FDOT specifications. The Modified</p> <p>All work covered by this section will be paid at the unit bid price per linear foot for “Curb and Gutter – FDOT Type D” and “Curb and Gutter – FDOT Modified Type F”, installed, and completed. The cost of the Gutter Ends and Sidewalk Curb Ramps will be included in the unit bid price for the “Curb and Gutter – FDOT Modified Type F”</p>
Chain Linked Fence – 6’ High Black Vinyl Coated and Shadow Box Fence – 6’ High. Linear Foot	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified fences as shown in the construction drawings and included in the technical specifications.</p> <p>All work covered by this section will be paid at the unit bid price per linear foot for “Chain Linked Fence – 6’ High Black Vinyl” and “Shadow Box Fence – 6’ High”, installed, and completed.</p>
Signage and Striping Lump Sum Detectable Warning Linear Foot	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified signage, striping and detectable warning as shown in the construction drawings and included in the technical specifications. Signage and striping shall include all traffic, parking, handicapped parking and signage, and Entrance Sign. All striping will be thermo.</p> <p>All work covered by this section will be paid at the Lump Sum bid price for “Signage and Striping”, installed, and completed. The cost of the “Detectable Warning” will be paid at the unit bid price per linear foot.</p>
Parking Lot Lighting Each	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to design, complete, provide, and install the parking lot lighting system as shown in the construction drawings, included in the technical specifications, and per manufacture’s recommendations. The Lump Sum bid price also include the costs for, but not limited to layout and design and furnishing of AMERON Pole Part Number SER04SPL, VISIONAIRE Part Number VSX-II-T5W-32LC-5-TS-UNV-AM-BK- 6” FOUR-SIDED SHIELD-RBOAA-S1-BK, and electrical service drop and meter. The design and furnished design shall be consistent with other lighting systems existing at County parks on</p>

	<p>Okaloosa Island. The contractor will be responsible for coordinating and obtaining any approvals through Gulf Power.</p> <p>All work covered by this section will be paid at the unit bid price per light for the "Parking Lot Lighting", installed, and completed.</p>
<p>Entrance Gate Lump Sum</p>	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified entrance gate as shown in the construction drawings, included in the technical specifications and per manufacture's recommendations. The Lump Sum bid price also include the costs for, but not limited to layout and design and furnishing of an entrance gage Model No. MB832 manufactured by UPSWING, or equivalent.</p> <p>All work covered by this section will be paid at the Lump Sum bid price for "Entrance Gate", installed, and completed.</p>
<p>Bike Rack Lump Sum</p>	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install specified bike rack (Belson Outdoors Model No. CHP-5-1G-S, 5-bike) as shown in the construction drawings and included in the technical specifications.</p> <p>All work covered by this section will be paid at the Lump Sum bid price for "Bike Rack", installed, and completed.</p>
<p>Park Bench Lump Sum</p>	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and install surface mounted the specified park bench (Belson Outdoors Model No. CBPB-6SB-BK) as shown in the construction drawings, included in the technical specifications, and per manufacture's recommendations. The cost will also include the 8'x3'x4" concrete slab</p> <p>All work covered by this section will be paid at the Lump Sum bid price for "Park Bench", installed, and completed.</p>
<p>Relocate Cabbage Palms, Vegetation and Sod</p> <p>Unit Bid Price Per Palm to be Relocated,</p> <p>Unit Bid Price Per Plant and Unit Bid Price Per Square Yard</p>	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to complete, provide, and remove (palm tree relocation), and install the specified Cabbage Palms, landscape vegetation and Living Shoreline vegetation as shown in the construction drawings and included in the technical specifications. The unit bid price also includes the costs for, but not limited to fertilizer, hydrating gel, mulch, initial irrigation, Watering Plan, top-soil testing and treatment, soil preparation, stone and debris removal, roto-tilling, and maintenance during the warranty period.</p> <p>All work covered by this section will be paid at the unit bid price per plant for each plant included under "Relocate Cabbage Palms", "Living Shoreline Vegetation" and "Landscape Vegetation", and "Sod" will be paid at the unit bid price per square yard. There will be no additional payment for plants and sod that are defected, rejected or that are required to be replaced during the warranty period.</p> <p>The Alternate Bid Items include substitution for larger plants at larger size and spacing. The addition or subtract cost for each of these items must be included in the Bid Schedule but will not be a basis for award.</p>

<p>Permanent Irrigation System</p> <p>Lump Sum</p>	<p>Full compensation for all materials, labor, supervision, tools, equipment, supplies, and incidentals to design, complete, provide, and install a permanent irrigation system as shown in the construction drawings and included in the technical specifications. The Lump Sum bid price also include the costs for, but not limited to layout and design and furnishing of a 2hp (min.) lawn pump, well, Rainbird ESP controller, Rainbird valves and electrical service drop. The design and furnished design shall be consistent with other irrigation systems existing at County parks on Okaloosa Island. The well shall produce fresh water suitable for irrigating the types of species existing and proposed. The contractor will be responsible for coordinating and obtaining any approvals through Gulf Power.</p> <p>All work covered by this section will be paid at the Lump Sum bid price for the "Permanent Irrigation System", installed, and completed.</p>
<p>Reinforced Concrete Pile Cap</p>	<p>Full compensation for all material, labor, supervision, tools, equipment, supplies and incidentals for installation of reinforced concrete pile cap. Measurement shall be per linear foot and paid at the unit bid price.</p>

2.8 DEFECTIVE WORK

- A. The Contractor shall replace the Work, or portions of the Work, not conforming to specified requirements as directed by the Engineer.
- B. If, in the opinion of the Engineer or of the Owner, it is not practical to remove and replace the Work, the Engineer will direct one of the following remedies:
 1. The defective Work may remain, but the unit or lump sum price for the item will be adjusted to a new price. The adjustment will be performed at the sole discretion of the Owner. The Engineer will determine the adjustment; the Engineer's determination will be final.
 2. The defective Work will be partially repaired to the instructions of the Engineer, and the unit or lump sum price will be adjusted to a new price at the sole discretion of the Owner. The Engineer will determine the adjustment; the Engineer's determination will be final.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
- D. The authority of the Engineer to assess the defect and identify payment adjustment is final.
- E. Payment will not be made for any of the following:
 1. Products wasted or disposed of in a manner that is not acceptable.
 2. Products determined as unacceptable before or after placement.
 3. Products damaged in transit, during handling, or due to improper storage.
 4. Products not completely unloaded from the transporting vehicle.
 5. Products placed beyond the lines and levels of the required Work.
 6. Products remaining on hand after completion of the Work.
 7. Removing, demolishing, and disposing of rejected Work.
 8. Loading, hauling, and disposing of rejected Products.

PART 3 - EXECUTION OMITTED

END OF DOCUMENT 01010 – SUMMARY OF WORK

Named insured

DALTON BROTHERS INC
103 MEIGS DR
SHALIMAR, FL 32579

Policy number: 02776822-6

Underwritten by:
Progressive Express Ins Company
September 23, 2021
Policy Period: Nov 13, 2021 - Nov 13, 2022
Page 1 of 3

progressiveagent.com

Online Service

Make payments, check billing activity, print policy documents, or check the status of a claim.

1-800-444-4487

For customer service and claims service,
24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary

This is your Renewal Declarations Page

This Renewal Declarations Page is effective only if the minimum amount due to renew your policy is received or postmarked by November 13, 2021.

Your coverage begins on November 13, 2021 at 12:01 a.m. This policy expires on November 13, 2022 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852FL (02/19), 1652FL (02/19), 4757FL (02/19), 1198 (01/04), 4852FL (02/19), 4881FL (02/19) and Z228 (01/11).

The named insured organization type is a corporation.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$2,623
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured Motorist Non-Stacked	\$1,000,000 combined single limit		447
Basic Personal Injury Protection			79
Without Work Comp-Named Insured & Relatives	\$10,000 each person	\$0	
Medical Payments	\$5,000 each person		13
Comprehensive			322
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			231
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			\$3,715
Fees			100
Total 12 month policy premium and fees			\$3,815
Discount if paid in full			-510
Total 12 month policy premium if paid in full			\$3,305

Rated driver

- MICHAEL H DALTON
- FORREST B DALTON

Auto coverage schedule

1. **2013 Ford F250** Actual Cash Value (plus \$2,000.00 Permanently Attached Equip)
 VIN: 1FT7W2BT2DEA78529 Garaging Zip Code: 32579 Radius: 100

Liability Premium	Liability	UM/UIM BI	PIP	Med Pay	
	\$2,623	\$447	\$79	\$13	
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
	\$500	\$322	\$500	\$231	\$3,715

Premium discounts

Policy	
02776822-6	Business Experience and Package
Vehicle	
2013 Ford F250	Air Bag, Anti-Lock Brakes and Anti-Theft Device 2

Loss Payee information

1. Loss Payee Auto 1 FORD MOTOR CREDIT
 PO BOX 390910 MINNEAPOLIS, MN 55439
 2013 Ford F250 (1FT7W2BT2DEA78529)

Additional Insured information

1. Additional Insured LYNX FBO DESTIN
 1001 AIRPORT DR DESTIN, FL 32541

2. Additional Insured EGLIN FCU
 838 EGLIN PKWY FT WALTON BCH, FL 32547

3. Additional Insured OKALOOSA CTY BOCC
 302 N WILSON ST CRESTVIEW, FL 32536

4. Additional Insured CONTINENTAL REALITY
 1427 CLARKSVIEW BALTIMORE, MD 21209

5. Additional Insured H & E EQUIPMENT SER
 7500 PECUE LANE BATON ROUGE, LA 70809

Agent signature

Mark Pasch

