

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/05/2023

Contract/Lease Control #: C23-3380-TDD

Procurement#: RFP TDD 36-23

Contract/Lease Type: CONTRACT-AGREEMENT

Award To/Lessee: WALTER MARINE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/05/2023

Expiration Date: 06/30/2025

Description of: MIXED MODULE ARTIFICIAL REEF CONSTRUCTION & DEPLOYMENT

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed: _____

CC: BCC RECORDS

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

Procurement/Contract/Lease Number: <u>TBD C23-3380-TDD</u>	Tracking Number: <u>4942-33</u>
Procurement/Contractor/Lessee Name: <u>Watt & Marine</u>	Grant Funded: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Purpose: <u>Artificial Reef mixed module construction and deployment</u>	
Date/Term: <u>6/30/2025</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$100,000
Department #: <u>Grant</u>	2. <input type="checkbox"/> GREATER THAN \$50,000
Account #: <u>TBD</u>	3. <input type="checkbox"/> \$50,000 OR LESS
Amount: <u>\$856,737.50</u>	
Department: <u>TBD</u>	Dept. Monitor Name: <u>ADAMS</u>

Purchasing Review

Procurement or Contract/Lease requirements are met:	Date: <u>10/23/23</u>
<u>[Signature]</u> Purchasing Manager or designee:	DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written:	Grant Name: _____
_____	Date: _____
Grants Coordinator: <u>Suzanne Ulloa</u>	

Risk Management Review

Approved as written:	Date: <u>10/23/23</u>
<u>See attached email</u>	
Risk Manager or designee:	

County Attorney Review

Approved as written:	Date: <u>7/5/23</u>
<u>See attached email</u>	
County Attorney: <u>Lynn Hoshihara, Kerry Parsons or Designee</u>	

Department Funding Review

Approved as written:	Date: _____

IT Review (if applicable)

Approved as written:	Date: _____

Erin Poole

From: Odessa Cooper-Pool
Sent: Friday, June 23, 2023 3:42 PM
To: Erin Poole
Cc: Jacqueline Matichuk
Subject: RE: Agreement for 1Print and Walter Marine for RFP TDD 36-23
Attachments: Agreement 1Print.docx; Agreement Walter Marine (003).docx

Hello Erin,

Please see the attached changes. With these changes, the 1Print agreement and the Walter Marine agreement have been reviewed and are approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool
Public Records & Contracts Specialist
Okaloosa County BCC
302 N. Wilson Street
Crestview, FL 32536
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— **Paulo Coelho, *The Alchemist***

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: Erin Poole <epoole@myokaloosa.com>
Sent: Friday, June 23, 2023 2:48 PM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: RE: Agreement for 1Print and Walter Marine for RFP TDD 36-23

I have attached both with updated Commercial General and Watercraft.



Erin Poole
Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: (850) 689-5960 ext. 6972 Fax: (850) 689-5970
Email: epoole@myokaloosa.com

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From: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Sent: Friday, June 23, 2023 2:44 PM
To: Erin Poole <epoole@myokaloosa.com>
Subject: RE: Agreement for 1Print and Walter Marine for RFP TDD 36-23

Hello Erin,

The watercraft liability insurance doesn't have it automatically in there. You will need to integrate into the insurance. I attached both for you.

Thanks,
Odessa

From: Erin Poole <epoole@myokaloosa.com>
Sent: Friday, June 23, 2023 2:34 PM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Cc: Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: RE: Agreement for 1Print and Walter Marine for RFP TDD 36-23

Yes, 1Print will be deploying them. I pulled this insurance directly from the solicitation. Can you send me the template for watercraft liability? I can't access the transfer file. I see where it is missing the Commercial General Liability. Do you want to see the proposal from 1Print to verify that they will be deploying the reefs?



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From: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Sent: Friday, June 23, 2023 2:28 PM
To: Erin Poole <epoole@myokaloosa.com>
Cc: Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: RE: Agreement for 1Print and Walter Marine for RFP TDD 36-23

Hey Erin,

I saw that they would be doing the artificial reef, but 1Print does 3d printing. Will they be in the water? The insurance now requires them to have Watercraft liability. Walter Marine actually does the reef deployment in the water. Also, neither of them have Commercial General Liability listed. Is there a reason for that? Do you see where I am confused?

Thanks,
Odessa

From: Erin Poole <epoole@myokaloosa.com>
Sent: Friday, June 23, 2023 11:22 AM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Cc: Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: RE: Agreement for 1Print and Walter Marine for RFP TDD 36-23

Deploying artificial reefs



Erin Poole
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From: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Sent: Friday, June 23, 2023 11:21 AM
To: Erin Poole <epoole@myokaloosa.com>
Cc: Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: RE: Agreement for 1Print and Walter Marine for RFP TDD 36-23

Hello Erin,

What exactly are the vendors doing? I need to know for insurance purposes. Reading the agreements, they both say the services are described in Attachment A, but both are blank in attachment A.

Services. Contractor agrees to perform the following services, Okaloosa County Natural Resource Damage Assessment Artificial Reef Construction Project 2023- Mixed Modules. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference.

Thanks,
Odessa

From: Erin Poole <epoole@myokaloosa.com>
Sent: Friday, June 23, 2023 8:06 AM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Cc: Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: Agreement for 1Print and Walter Marine for RFP TDD 36-23

Please see attached for review/approval for Agreements between 1Print and Walter Marine.



Erin Poole
Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: (850) 689-5960 ext. 6972 Fax: (850) 689-5970
Email: epoole@myokaloosa.com

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Erin Poole

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, July 5, 2023 12:49 PM
To: Erin Poole; Lynn Hoshihara
Subject: RE: Agreements for approval/review RFP TDD 36-23, 1Print and Walter Marine

1Print LLC's agreement is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: Erin Poole <epoole@myokaloosa.com>
Sent: Wednesday, July 5, 2023 12:08 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; lhoshihara@myokaloosa.com
Subject: RE: Agreements for approval/review RFP TDD 36-23, 1Print and Walter Marine

Here is 1Print's proposal. Let me know if you need the contract agreement document again for them as well.



Erin Poole
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Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: (850) 689-5960 ext. 6972 Fax: (850) 689-5970
Email: epoole@myokaloosa.com

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From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, July 5, 2023 11:00 AM

To: Erin Poole <epcole@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: Agreements for approval/review RFP TDD 36-23, 1Print and Walter Marine

The Walter Marina contract is approved for legal purposes. Have not seen anything come through on the 1Print proposal.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: Erin Poole <epoole@myokaloosa.com>
Sent: Friday, June 23, 2023 9:06 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; lhoshihara@myokaloosa.com
Subject: Agreements for approval/review RFP TDD 36-23, 1Print and Walter Marine

Please see attached for approval/review for agreements between 1Print and Walter Marine for RFP TDD 36-23.

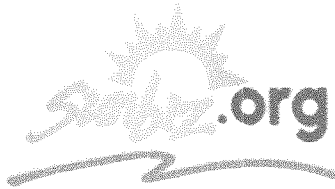


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Fictitious Name Detail

Fictitious Name

WALTER MARINE

Filing Information

Registration Number G02128900237
Status ACTIVE
Filed Date 05/08/2002
Expiration Date 12/31/2027
Current Owners 1
County DUVAL
Total Pages 5
Events Filed 4
FEI/EIN Number NONE

Mailing Address

PO BOX 998, ORANGE BEACH, AL 36561
ORANGE BEACH, AL 36561-099

Owner Information

WALTER MARINE
PO BOX 998
ORANGE BEACH, AL 36561
FEI/EIN Number: N/A
Document Number: G02128900237

Document Images

05/08/2002 -- Fictitious Name Filing	View image in PDF format
09/02/2022 -- Fictitious Name Renewal Filing	View image in PDF format
06/06/2017 -- Fictitious Name Renewal Filing	View image in PDF format
06/05/2012 -- Fictitious Name Renewal Filing	View image in PDF format
01/16/2007 -- RENEWAL	View image in PDF format

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Board of County Commissioners Purchasing Department

State of Florida

Date: May 19, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFP TDD 36-23

Okaloosa County Natural Resource Damage Assessment Artificial Reef
Construction Project 2023- Mixed Modules

Okaloosa County would like to thank all businesses, which submitted bids for Okaloosa County Natural Resource Damage Assessment Artificial Reef Construction Project 2023- Mixed Modules (RFP TDD 36-23)

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:

Walter Marine
PO Box 998
Orange Beach, Alabama 36561

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.

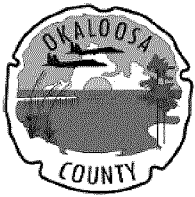
Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a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

Respectfully,

**DeRita
Mason**

Digitally signed by
DeRita Mason
Date: 2023.05.17
09:18:43 -05'00'

DeRita Mason
Purchasing Manager



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: September 5, 2023
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Jennifer Adams
SUBJECT: Request approval of contracts with Walter Marine and 1Print for NRDA reef project
DEPARTMENT: Tourist Development Department
BCC DISTRICT: 2, 5

STATEMENT OF ISSUE: Request approval of the contracts with Walter Marine D.B.A. David Walter and 1Print, LLC to provide Okaloosa County Natural Resource Damage Assessment Artificial Reef Construction Project 2023-Mixed Modules.

BACKGROUND: A Request for Proposals for Okaloosa County Natural Resource Damage Assessment Artificial Reef Construction Project 2023-Mixed Modules was issued with an opening date of April 10, 2023. Purchasing received three (3) responses. After review by the Standing Review Committee, Purchasing and the Tourist Development Department, Walter Marine D.B.A. David Walter and 1Print, LLC. were found to have submitted the most responsive and responsible proposals. (Highest Ranked). The Intent to Award was issued on May 19, 2023 and all parties were notified that Walter Marine D.B.A. David Walter and 1Print, LLC. had been selected. Following negotiations with each contractor, it was determined that 25 modules (single design) from 1Print and 254 modules (four designs) from Walter Marine were the most beneficial to the County and project. The granting agency, Florida Fish and Wildlife Conservation Commission has agreed with the selection and negotiations.

The project scope is to deploy multi-sided, prefabricated artificial reef modules at least six feet tall within one or more of Okaloosa County's ten artificial reef permitted areas in state and federal waters with depths ranging from 50-300 feet. Deployment must be completed by June 30, 2025.

These contracts are 100% grant-funded and therefore do not require a Tourist Development Council recommendation.

FUNDING SOURCE, (If Applicable):

Account #: 563753
Department #: 712372
Amount: \$1,260,000.00

OPTIONS: Approve/Deny/Postpone

RECOMMENDATIONS: Request motion to approve of the contract with Walter Marine D.B.A. David Walter in the amount of \$856,737.50 and 1Print, LLC in the amount of \$403,262.50 for Okaloosa County Natural Resource Damage Assessment Artificial Reef Construction Project 2023-Mixed Modules.

Jennifer Adams
Jennifer Adams, Director, Tourist Development Department 8/28/2023

RECOMMENDED BY:


John Hofstad, County Administrator 8/30/2023

APPROVED BY:

CONTRACT: C23-3380-TDD
WALTER MARINE
MIXED MODULE ARTIFICIAL REEF
CONSTRUCTION & DEPLOYMENT
EXPIRES:06/30/2025

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND Walter Marine
CONTRACT ID C23-3380-TDD**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 5th day of September, 2023, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and David Walter D/B/A Walter Marine, a Foreign Profit Corporation authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose address is P.O. Box 998 Orange Beach, AL 36561, whose Federal I.D. # is 422-58-7980.

RECITALS

WHEREAS, the County is in need of a contractor for Okaloosa County Natural Resource Damage Assessment Artificial Reef Construction Project 2023- Mixed Modules; and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of eight hundred fifty-six thousand, two hundred and sixty-two dollars and fifty cents (\$ 856,737.50), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment “A” – Procurement RFP TDD 36-23 and Contractor’s Response;

Attachment “B” – Insurance Requirements;

Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;

2. Services. Contractor agrees to perform the following services, Okaloosa County Natural Resource Damage Assessment Artificial Reef Construction Project 2023- Mixed Modules. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. This agreement shall be effective when both parties have signed the contract. The contract start time will begin from issuance of Notice to Proceed and will continue until June 30th, 2025. However, if additional funds become available this contract may be extended. Work is permitted seven (7) days a week during daylight hours only (sunrise to sunset) or as restricted by the specific staging or loading areas not owned by the

County.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of eight hundred fifty-six thousand, two hundred and sixty-two dollars and fifty cents (\$ 856,737.50).

a. Contractor shall submit an invoice to the County upon project completion. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. **Disbursement.** Check one:

There are no reimbursable expenses associated with this Agreement.

c. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
 - c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
 - d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

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

stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Jennifer Adams, Director 1540 Miracle Strip Parkway, SE Fort Walton Beach, FL 32548 850-651-7131 jadams@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Walter Marine P.O. Box 998 Orange Beach, AL 36561 251-979-2200 reefmaker@gulftel.com	

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

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

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

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

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and

remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement. The selected Proposer shall secure and maintain during the life of this agreement Workers' Compensation insurance, Jones Act insurance, Maritime insurance or appropriate/applicable coverage that acts or serves as "worker's compensation insurance coverage" for all employees employed including supervision, administration and management personnel. In case any work is sublet with the approval of the COUNTY, the COUNTY shall require the Subcontractor to provide Workers' Compensation insurance for all employees. All contractors/subcontractors will submit a copy of their certificate of Worker's Compensation Insurance with their bids. Bids not containing this certification will be cause for rejection of bid. Evidence of such insurance shall be furnished by Proposer not less than ten (10) days prior to the commencement of any and all contracted or subcontracted work. To the extent required by Chapter 440, F.S., the Proposer will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida

19. Third Party Beneficiaries. 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 party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

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

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

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

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

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

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

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. 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 signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and 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.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Shu Zhu

BY: [Signature]

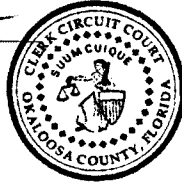
Signature

DAVID WALTON
Print Name

ATTEST

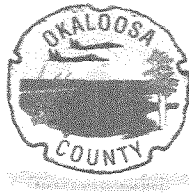
OKALOOSA COUNTY, FLORIDA

BY: [Signature]
J.D. Peacock, II, Clerk



BY: [Signature]
Robert A. "Trey" Goodwin, III, Chairman





REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:

Okaloosa County Natural Resource Damage Assessment Artificial Reef Construction Project 2023- Mixed Modules

RFP NUMBER:

RFP TDD 36-23

ISSUE DATE:	April	10, 2023		
PRE-PROPOSAL MEETING:	April	18, 2023	@	1:00 PM
LAST DAY FOR QUESTIONS:	April	26, 2023	@	3:00 PM
ITB OPENING DATE & TIME:	May	3, 2023	@	3:00 PM

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

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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

COMPANY NAME David Walter D/B/A Walter Marine
MAILING ADDRESS PO Box 998
CITY, STATE, ZIP Orange Beach, AL 36561
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 422-58-7980
TELEPHONE NUMBER: 251-979-2200 EXT: _____ FAX: _____
EMAIL: Reefmaker@gulftel.com

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

AUTHORIZED SIGNATURE:  PRINTED NAME: David Walter
TITLE: Owner DATE: 4/12/23

Rev: September 22, 2015

**Okaloosa County Natural Resource Damage Assessment Artificial Reef Construction Project 2023- Mixed Modules
RFP TDD 36-23**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) May 3, 2023** for the **Okaloosa County Natural Resource Damage Assessment Artificial Reef Construction Project 2023- Mixed Modules**

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST May 3, 2023**, at which time all proposals that are timely submitted will be opened and reviewed.

A **non-mandatory** pre-proposal meeting will be conducted at Destin-Fort Walton Beach Convention Center at 1250 Miracle Strip Pkwy SE, Fort Walton Beach, Florida 32548 on **April 18, 2023 at 1:00 P.M. (CST)**. The meeting is non-mandatory, attendance is not required. Attendees shall meet at the front door of the building for the pre-proposal meeting. Okaloosa County will transmit to all plan holders of record an Addenda in response to written questions received no later than seven (7) days prior to Bid Opening date. Oral statements may not be relied upon and will not be binding or legally effective.

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

For this solicitation please contact:

Erin Poole

Contracts and Lease Coordinator

850-689-5960

epoole@myokaloosa.com

DeRita Mason
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
ROBERT "TREY" GOODWIN, III,
CHAIRMAN

PROPOSAL REQUIREMENTS

PROPOSAL #: RFP TDD 36-23

PROPOSAL ITEM: Okaloosa County Natural Resource Damage Assessment Artificial Reef Construction Project 2023- Mixed Modules

PROPOSER AGREES TO ABIDE BY FULL “Attachment A - SCOPE OF WORK” SECTION OF THE ATTACHED “FWC AGREEMENT 21367: PROJECT NAME Okaloosa NRDA Artificial Reef Construction 2021 – 2022” ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT A.

I. BACKGROUND:

The purpose and intent of this Request for Proposal is to select a qualified contractor for the acquisition, construction, and deployment of multiple offshore marine artificial reefs by deploying numerous multi-sided, prefabricated concrete artificial reef modules. These modules must be at least 6 feet tall. The reefs will be deployed within one or more of Okaloosa County’s ten Artificial Reef Permitted Areas in the Gulf of Mexico, and in State and Federal waters with depths ranging from 50-300ft.

This project is funded by the Deepwater Horizon National Damage Assessment Trustee Council and administered by the Florida Fish and Wildlife Conservation Commission. Available funding for this project is \$1,260,000.00. Contractors must submit proposals for what they can construct and deploy as specified in the deployment plan with the budgeted amount of \$1,260,000.00. All artificial reef construction and deployment must be completed by June 30, 2025.

II. SCOPE OF WORK

A. DEFINITIONS

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

- a) “Artificial reef” means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida’s managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.
- b) “Permitted area” means an area with discrete boundaries inside of which one or more artificial reefs may be located and for which all required permits and authorizations have been obtained. These permits and authorizations include: artificial reef permits issued by the Florida Department of Environmental Protection and/or the Army Corps of Engineers and other permits, licenses, or authorizations required by any governing body.
- c) “Staging site” means a land-based holding area for artificial reef material where such material is stored and prepared for transportation to an approved artificial reef site.
- d) “Prefabricated modules” means structures specifically designed and built for use as artificial reefs and which meet the environmental safety, durability, and stability requirements of this rule, as well as providing complexity and texture which are suitable as habitat for fishes and for colonization by encrusting marine organisms.
- e) “Contractor” means the vendor contracted by the County to provide services defined in the

scope of work and meets the definition of “Contractor” in section 119.0701(1) (a).F.S.

f) “Multi-sided module” means a polyhedral artificial reef unit consisting of three or more polygonal sides. For the purpose of this agreement, a dome shaped module is considered a multi-sided module. A tetrahedron (three sided artificial reef structure with an open or solid fourth side serving as a base) is an example of a multi-sided module.

B. LOCATION

The location of the artificial reef modules are as specified in the deployment plan (see Table 1 and attached maps). The specified artificial reef modules are to be deployed as patch reefs offshore Okaloosa County in permitted areas. This is an authorized artificial reef permit area with the U.S. Army Corps of Engineers and Florida Department of Environmental Protection (where applicable). The permits for these areas are:

Table 1 Artificial Reef Permit and Location Information

Permit Area Name	USACOE Permit Information FDEP Permit Information		Location Information		
	Permit Number	Expiration	Latitude/ Longitude	Depth (ft.)	Navigational Clearance (ft.)
LAARS A	SAJ-1996-03565(SP-SWA)	Mar.10, 2026	30° 05.069' N 86° 23.598' W	110 - 141	60
LAARS B	SAJ-1996-03565(SP-SWA)	Mar.10, 2026	29° 53.760' N 86° 27.190' W	180-300	140
LAARS C	SAJ-1996-03565(SP-SWA)	Mar.10, 2026	30° 08.176' N 86° 40.638' W	90-160	50
Fish Haven 13	SAJ-2011-03485 (SP-SWA) 309090-006-EG/46	Mar.10, 2026 Sept. 22, 2027	30 21.391' N 86 32.876	68-70	38
Fish Haven 14	SAJ-2013-02668 (SP-SWA) 309090-006-EG/46	Mar.10, 2026 Sept. 22, 2027	30 21.121' N 86 36.874	68-70	38
Fish Haven 15	SAJ-2012-03221 (SP-SWA) 309090-006-EG/46	Mar.10, 2026 Sept. 22, 2027	30 21.891' N 86 42.374	68-70	38
Fish Haven 16	SAJ-2012-03222 (SP-SWA) 309090-006-EG/46	Mar.10, 2026 Sept. 22, 2027	30 20.89' N 86 46.874	68-70	38
Fish Haven 20	TBD 0404845-001-EI/46	TBD Dec. 22, 2031	30 21.986' N 86 38.265	60-67	38
Fish Haven 21	TBD 0404845-001-EI/46	TBD Dec. 22, 2031	30 14.731' N 86 30.534	72-96	50
Fish Haven 22	TBD 0404845-001-EI/46	TBD Dec. 22, 2031	30 20.783' N 86 26.348	69-75	38

C. MINIMUM MATERIAL STANDARDS

Artificial reef materials placed in the permitted areas (Table 1) must consist of multi-sided, prefabricated artificial reef modules (at least 6ft tall) each weighing at least 6,000 lbs. All artificial reef modules must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi). Modules shall consist of concrete and embedded stone, shell, or other surface treatments to increase surface roughness (no external metal framework) with multiple openings all the way through the outer surface to allow for water circulation and access by fish.

Open-bottom pre-fabricated reef modules may not be used unless the module has a top opening sufficiently large to allow for turtle escapement. Approved open-bottom modules include.

1. Three-sided modules where each side of the top opening is at least 36-in in length along its edge.
2. Four or more sided modules where each side of the top opening is at least 40-in in length along its edge.
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).
4. Modules that are approved by the Florida Fish and Wildlife Conservation Commission as being turtle friendly.

No open-bottom modules are allowed that include additional modules, discs, or other materials stacked, placed on or immediately adjacent to the top opening, as they may prevent turtles from easily escaping.

D. DEPLOYMENT PATTERN STANDARDS

Materials proposed must be deployed within the specified permitted areas (table 1). The bidder shall state the number of proposed modules in their bid response. All artificial reef modules shall be planned a minimum of ¼ mile from all permitted area boundaries unless stated otherwise. Additionally, modules in the same patch reef should be no more than 100ft. from neighboring modules. For deeper depths, strong current, wind or sea conditions, a greater buffer is strongly encouraged to ensure all deployments fall within the permitted area.

E. CALENDAR OF EVENTS

Project construction and deployment must be completed prior to June 30, 2025. No compensation will be made for any work completed after this date.

F. DEPLOYMENT AND MATERIAL PLACEMENT

1. During deployment of the artificial reef material, the transport vessel must be effectively moored through double anchoring, be spudded down, engage dynamic positioning or otherwise be held securely in place with minimal movement (+/-50 feet) to ensure accurate placement of the modules on the bottom. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel captain, the transport vessel crew, and the designated COUNTY observer on site. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the FWC's observer, the COUNTY's observer or the contractor's vessel captain reserves the right to suspend off-loading operations if positioning or other deployment objectives, including safety of personnel and equipment, are not being met.
2. The Contractor shall provide a complete inventory list to the observer, designed by the County, to validate accuracy of cargo manifests prior deployment.
3. The minimum vertical clearance shall be maintained above the highest point of the reef modules in each of the permitted areas (in accordance with the special conditions of the applicable US Army Corps of Engineers permits (Table 1).
4. All special and standard manatee protection requirements described in the Army Corp of Engineers Permits for these reef sites must be met.
5. The COUNTY'S Contract Manager or COUNTY's designated official observer shall oversee the temporary marking of each reef deployment location permit boundaries in advance of reef materials deployment in order to assist the contractor in the proper placement of the artificial

reef materials. The markers shall be buoys of sufficient size and color to be clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift prior to deployment. Precise GPS placement of marker buoys that do not shift position are important to ensure the reef is constructed within the permitted area and accurately placed at the designated deployment location(s). The COUNTY will not pay for materials placed outside the permitted area.

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

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

8. Both the COUNTY and its CONTRACTOR shall be prepared to remove any floating debris that might occur during deployment. Having boat hooks, dip nets, and other equipment on board to enable efficient collection of unanticipated floating debris is strongly encouraged. The COUNTY shall be responsible for ensuring that any floating debris discovered during deployment operations (e.g., wood, floating line, aluminum cans, plastic bottles, or other floating materials) shall be collected and transported back to land for proper disposal.

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

G. LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

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

H. CONTRACTOR EXPERIENCE

1. Be on file with the Department of State in accordance with provision of Chapter 607, Florida Statutes, the "Florida Business Corporation Act"; (<http://dos.myflorida.com/>)

2. Not be on the federal debarment list;
<http://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>

3. Not be on the state debarment list;
[http://www.dms.myflorida.com/business_operations/state_purchasing/
vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

4. Show they are competent and have the necessary resources to fulfill the conditions of the contract.

5. Have successfully completed at least one artificial reef construction project within the past 5 years, anywhere in the United States.

6. Provide proof of insurance (in accordance with the County liability requirements);

I. REPORTING, PERFORMANCE, AND PUBLICATIONS

1. Any published articles related to this artificial reef activity should reflect the role of the Federal Aid in Sport Fish Restoration Program in assisting in the funding of this activity.

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

3. The Contractor shall comply with all applicable Federal, State and local rules and regulations in providing services to the County under this Agreement, including the general and special

conditions specified in any permits issued by the U. S. Army Corps of Engineers, Florida Department of Environmental Protection, or the Florida Fish & Wildlife Commission. The Contractor acknowledges that this requirement includes compliance with all applicable Federal, State and local health and safety rules and regulations.

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

- a) Title 42, United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964 as amended)
- b) Title 29, United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended)
- c) Title 20, United States Code Section 1681 (Section 901, Title IX, Public Law 92-318, prohibiting discrimination on the basis of sex)
- d) Title 42, United States Code (Section 6101 Title II of Public Law 94-135, prohibiting discrimination on the basis of age)
- e) Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60)
- f) Under Title 40, United States Code Section 276a to a-7 (as supplemented by Department of Labor Regulations, 29 CFR, Part 5), Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of labor. In addition, CONTRACTORS shall be required to pay wages not less often than once a week.

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

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

Liquidated Damages (PER UNIT)		Reduction
1	Unit deployed intact but not lying upright	100% or replaced
2	Unit cracked during handling but is still intact	10%
3	Unit is broken with up to 10% of the material no longer intact	10%
4	Unit is broken with up to 20% of the material no longer intact	20%

5	Unit is broken with up to 30% of the material no longer intact	30%
6	Unit is broken with up to 40% of the material no longer intact	40%
7	Unit is broken with more than 40% of the material no longer intact	100% or replaced
8	Unit was deployed outside of the permitted area.	100% + must be removed

Proposal Sheet

**Okaloosa County Natural Resource Damage Assessment Artificial Reef Construction Project 2023-Mixed Modules
RFP TDD 36-23**

Bidder Contractor Name: _____

Provide the following information for each module type being proposed. If a minimum quantity is required to achieve proposed price, please include in notes. Cost must be all inclusive and include all fabrication, handling and deployment.

Module Name: _____

Module Height: _____

Module Weight: _____

Module Cost: _____

Notes: _____

**Refer to table one for permit information

III. SELECTION CRITERIA

A. **Module Specifications (0 – 40 Points)**

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

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

B. **Reef Price per Unit/Total Project Cost (0 – 20 Points)**

Identify the cost of modules that will be provided. Lowest cost is preferred.

C. **Experience and Understanding (0 – 15 Points)**

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

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

location, description, cost and year of artificial reef construction projects successfully completed. Greater amount of artificial reef projects in the past 5 years are preferred.

D. Schedule of Operations (0 – 15 Points)

Describe the schedule to complete deployment of all modules by June 30, 2025. The contractor must provide the following information:

1. Provide the total number of estimated days at sea number of module manufacturing days and associated vessel loading days that will be required to complete the project prior to the contract expiration date. Shortest periods of time and earliest completion dates are preferred.
2. Describe the step-by-step tasks of procuring, loading, moving, transporting, handling and deploying the selected modules through the time the modules are placed on the bottom. Proven, previously used methods are preferred.
3. Describe how the modules will be safely transported to the reef construction site, including how the modules will be secured for transit to the deployment site.
4. Describe the proposed anchoring system and the proposed method to accurately deploy the modules at the designated coordinates. Describe how coordination with designated County observers will be maintained. Methods with the greatest degree of safety and protection are preferred. Greatest anchoring and deployment methods to ensure placement accuracy are favored.

E. Available Deployment Resources (0 – 10 Points)

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

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

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

IV. SPECIAL INSTRUCTIONS

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

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

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

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

V. TERM OF CONTRACT

The Contract shall be effective when both parties have signed the contract. The contract start time will begin from issuance of Notice to Proceed and will continue until June 30, 2025. However, if additional funds become available this contract may be extended. Work is permitted seven (7) days a week during daylight hours only (sunrise to sunset) or as restricted by the specific staging or loading areas not owned by the County.

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

VI. TIME SCHEDULE (ALL TIMES ARE TENTATIVE)

ACTIVITY	DATE (subject to change)
Issue RFP for 21 days	10 April 2023
Non-mandatory Pre-Proposal Meeting	18 April 2023 @ 1:00 p.m.
Questions from potential proposers due	26 April 2023
Issue Addendum (if necessary)	TBD
Proposal Response Due	3 May 2023
Review Committee Meeting	9 May 2023
Intent to Award	TBD
Board Approval by*if needed	TBD

GENERAL SERVICES INSURANCE REQUIREMENTS FOR WATERCRAFT LIABILITY

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such

evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

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

WATERCRAFT LIABILITY INSURANCE

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

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim

involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

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

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

GENERAL CONDITIONS

PRE-QUALIFICATION ACTIVITY

1. **ADDENDUM** - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed via Vendor Registry:

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement Form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

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

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

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

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

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

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

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

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

All signatures shall be submitted electronically - All names shall be typed or printed below the signature.

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

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. A state contractor license # for the State of Florida shall also be included on the proposal form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
4. **SUBMITTAL OF PROPOSAL** – All proposals shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. **The responses submitted should be one (1) completed document, unless otherwise specified within the document.**
5. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

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

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
7. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
8. **CONTRACT FOR SERVICES** – A copy of the County's standard agreement for professional services such as the ones being procured herein is attached to this procurement. The successful respondent will be required to enter into the County's standard agreement. It is the responsibility of the Respondent to raise any objections to the terms and conditions of the standard agreement at the time of submitting its response to this RFP. Failure to do so will be considered a waiver of respondent's right to raise it later in the process or during negotiations. In the evaluation and negotiation processes the County has the right in its sole discretion to consider any objections raised by Respondent as part of the determination of most responsible and responsive proposer.

9. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County’s best interest.
10. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the services shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein. Further, from time to time the County may be eligible to obtain State of Federal grant funding for some of the services provided hereunder the requirements of the grants will be applicable to the services rendered.
11. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
- a. Submission of more than one proposal for the same work from an individual, firm, agency, or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - f. Default under previous contract.
 - g. Listing of the respondent by the Federal Government on its barred/suspended vendor list.
12. **AWARD OF CONTRACT** -

Okaloosa County Review - Okaloosa County appointed selection committee consisting of the constitutional officers, shall review all proposals and will participate in the recommendations to the Board of County Commissioners. The Board of County Commissioners shall make final determination on any award of Contract.

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

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

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which

make it impossible to determine the true amount of the proposal.

13. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview, FL 32536, for the prices stipulated herein for services rendered. All invoices must show the Contract #. Invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this procurement and resulting contract. A final invoice shall be submitted to the County no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Each invoice and/or piece of documentation submitted to the County should clearly reflect the dates of service.
14. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
15. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
16. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

17. **RECYCLED CONTENT INFORMATION** - Proposer agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S. In support of the Florida Waste Management Law, respondents are encouraged to supply with their proposal any information available regarding recycled material content in the products proposal. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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

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

19. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
20. **CONE OF SILENCE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Purchasing Department.

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

21. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
22. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

23. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

24. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
25. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
26. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
27. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
28. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
29. **FINANCIAL STABILITY**- In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
30. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA**

Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

31. The following documents are to be submitted with the qualification packet. Failure to provide required forms may result in contractor disqualifications.


- RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION
- RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM
- RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION
- RESPONSE DOCUMENT #4: CONE OF SILENCE FORM
- RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS
- RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
- RESPONSE DOCUMENT #7: COMPANY DATA
- RESPONSE DOCUMENT #8: SYSTEM AWARD MANAGEMENT FORM
- RESPONSE DOCUMENT #9: LIST OF REFERENCES
- RESPONSE DOCUMENT #10: CERTIFICATION REGARDING LOBBYING
- RESPONSE DOCUMENT #11: SWORN STATEMENT – PUBLIC ENTITY CRIMES
- RESPONSE DOCUMENT #12: GOVERNMENTAL DEBARMENT & SUSPENSION
- RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LIST
- RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES
- RESPONSE DOCUMENT #15: FWC GRANT FUNDED CLAUSES
- RESPONSE DOCUMENT #16: CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA-PROVIDED BY CONTRACTOR – see above*

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE:	<u>4/12/23</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Walter Marine</u>	NAME:	<u>David Walter</u> (TYPED OR PRINTED)
ADDRESS:	<u>PO Box 998</u> <u>Orange Beach, AL 36561</u>	TITLE:	<u>Owner</u>
PHONE #:	<u>251-979-2200</u>	E-MAIL:	<u>Reefmaker@gulftel.com</u>

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____ NO: X

NAME(S) POTISTION(S)

FIRM NAME: Walter Marine

BY (PRINTED): David Walter

BY (SIGNATURE): 

TITLE: Owner

ADDRESS: PO Box 998

Orange Beach, AL 36561

PHONE NUMBER: 251-979-2200

E-MAIL: Reefmaker@gulftel.com

DATE: 4/12/23

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: 4/12/23 SIGNATURE: 
COMPANY: Walter Marine NAME: David Walter
ADDRESS: PO Box 998 TITLE: Owner
Orange Beach, AL 36561
E-MAIL: Reefmaker@gulftel.com
PHONE #: 251-979-2200

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM


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

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

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


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

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

I,  representing Walter Marine
Signature Company Name
on this 12 day of APRIL 2023, I hereby agree to abide by the
County's "Cone of Silence Clause" and understand violation of this policy shall result in
disqualification of my proposal/submittal.

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

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

<u>Walter Marine</u>	<u></u>
Proposer's Company Name	Authorized Signature – Manual
<u>22605 Andrews Lane, Orange Beach, AL 36561</u>	<u>David Walter</u>
Physical Address	Authorized Signature – Typed
<u>PO Box 998, Orange Beach, AL 36561</u>	<u>Owner</u>
Mailing Address	Title
<u>251-979-2200</u>	
Phone Number	FAX Number
<u>251-979-2200</u>	<u>251-979-9846</u>
Cellular Number	After-Hours Number(s)
<u>4/12/23</u>	
Date	

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RFP TDD 36-23

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

ADDENDUM NO.

DATE

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

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: David Walter D/B/A Walter Marine

Physical Address & Phone #: 22605 Andrews Lane, Orange Beach, AL 36561

Contact Person (Typed-Printed): David Walter

Phone #: 251-979-2200

Cell #: 251-979-2200

Federal ID or SS #: 422-58-7980

DUNNS/SAM #: 929873602

Respondent's License #: SunBiz – Fictious Name 902128900237

Additional License – Trade and Number _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: 251-979-2200 & 251-979-9846

DBE/Minority Number: _____

RESPONSE DOCUMENT #8: 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.

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

*Email: _____

2. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

*Email: _____

3. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

*Email: _____

4. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

*Email: _____

5. Owner's Name and Address: _____

Contract Person: _____ Telephone # (_____) _____

*Email: _____

See Bid Booklet

RESPONSE DOCUMENT #10: 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)

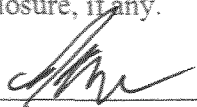
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

David Walter Owner Name and Title of Contractor's Authorized Official

4/12/23 Date

RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER
SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted for David Walter D/B/A Walter Marine
2. This sworn statement is submitted by David Walter whose
business address is: PO Box 998, Orange Beach, AL 36561 and (if
applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement: _____)
3. My name is DAVID WALTER and my relationship to the entity
named above is OWNER - ONE IN THE SAME

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

agents who are active in management of an entity.

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

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

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

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

Date: 4/13/23 Signature: [Signature]

STATE OF: Alabama

COUNTY OF: Baldwin

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 13th day of April, in the year 2023.

My commission expires: 10/06/2024
Candace Ann Jenkins
Notary Public
Candace Ann Jenkins

Print, Type, or Stamp of Notary Public



Personally known to me, or Produced Identification:

Personally Known

Type of ID

RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

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

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

David Walter Owner

Printed Name and Title of Authorized Representative



Signature

4/12/23
Date

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate David Walter D/B/A Walter Marine, 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: 4/12/23 SIGNATURE: 
COMPANY: Walter Marine NAME: David Walter
(Typed or Printed)
ADDRESS: PO Box 998, Orange Beach, AL 36561 TITLE: Owner
 E-MAIL: Reefmaker@gulftel.com

PHONE NO.: 251-979-2200

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES AND FWC NRDA CLAUSES

The OWNER DAVID WALTER on behalf of WALTER MARINE the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made any inquiries and/or further examination of the law and requirements as is necessary to comply.

DATE: 4/12/23

SIGNATURE: 

COMPANY: Walter Marine

NAME: David Walter

ADDRESS: PO Box 998, Orange Beach, AL 36561

TITLE: Owner

E-MAIL: Reefmaker@gulftel.com

PHONE NO.: 251-979-2200

RESPONSE DOCUMENT #15: FWC GRANT FUNDED CLAUSES

HISTORIC ARTIFICAT DISCOVERY

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

MONITORING BY FISH AND WILDLIFE

Monitoring procedures may include, but not be limited to, on-site visits by the Florida Fish and Wildlife Conservation Commission staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Florida Fish and Wildlife Conservation Commission.

PERMIT COMPLIANCE

The Proposer agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to Okaloosa County under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection.

The Owner, David Walter on behalf of Walter Marine the proposer is authorized to sign below and confirm the proposer is fully able to comply with these requirements, federal terms and conditions and has made any inquiries and/or further examination of the law and requirements as is necessary to comply.

DATE: 4/12/23 SIGNATURE: [Signature]
COMPANY: Walter Marine NAME: David Walter
ADDRESS: PO Box 998, Orange Beach, AL 36561 TITLE: Owner
E-MAIL: Reefmaker@gulftel.com
PHONE NO.: 251-979-2200

Attachment "A"
Vendor's Proposal



QUOTATION

Walter Marine
 PO Box 998
 Orange Beach Al 36561

DATE May 25, 2023
 QUOTATION # 214
 CUSTOMER ID

BILL TO
 Alex Fogg
 Okaloosa County

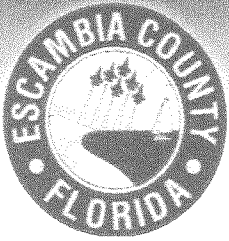
QUOTATION VALID UNTIL August 25, 2023
 PREPARED BY D. Stewart Walter

DESCRIPTION	AMOUNT
Super reefs	\$13,500/unit
Super reef w/ AJ pole	\$14,400/unit
Grouper reef w/ 3 eco disc	\$2,795/unit
	TOTAL

Due upon receipt

If you have any questions concerning this quotation, please reach out to D. Stewart Walter at (251) 979-9846 or stewart@reefmaker.com

THANK YOU FOR YOUR BUSINESS!



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

Workmen's Comp:

Please see Escambia County's solution to the Workmen's Comp requirement.

If the below solution is unacceptable to Okaloosa, Walter Marine will obtain any insurance requirement legally available.

March 12, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.020 Casino Beach Artificial Reef Construction Project

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 1 provides for a clarification regarding the insurance requirements listed on Page 20-24 of 24 of the solicitation.

If the installation of the reefs will occur entirely on water, using a vessel that will arrive in Florida waters from international waters seaward of Florida (Gulf of Mexico), and the vessel will depart the same way having never docked at any location within Florida waters, only then can the following changes be made to the insurance requirements:

- Workmen's Comp will not be required as it cannot be purchased for a vessel at sea. Jones Act coverage will be required as indicated on item "J" on Page 23 of 24 of the solicitation.
- United States Longshoremen and Harbors Act Coverage will not be required as it cannot be purchased for a vessel at sea. Jones Act coverage will be required as indicated on item "J" on Page 23 of 24 of the solicitation.
- The General Automobile and Business Auto Liability are not required if the acquisition of all materials and installation of the reefs will not require the operation of a motor vehicle for the duration of the project.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL





WALTER MARINE
— ARTIFICIAL REEFS —

www.reefmaker.net
251-979-2200

Walter Marine offers the following reefs for consideration to
**Okaloosa County National Resource Damage Assessment Artificial
Reef Construction Project 2023**
RFP TDD 36-23



General Information:

Walter Marine

4651 SW 74th Terrace Dr.

Davie, FL 33314-4127

Main Office:

PO Box 998

22605 Andrews Lane

Orange Beach, AL 36561

251-979-2200

Fax 251-967-2022

SSN#422-58-7980

www.reefmaker.com

Established 1968

Sole Proprietorship-David Walter D/B/A Walter Marine

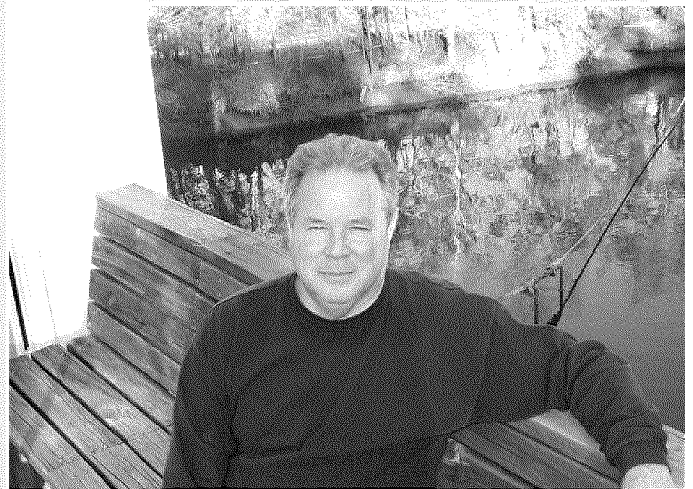
Florida Secretary of State Fictitious Name - Doc. G02128900237

Davie, FL business license #158

Walter Marine was founded by David Walter in 1968 as a vessel repair/shipyard. Walter Marine/Reefmaker was founded in 1986 as the first commercial artificial reef builder on the Gulf Coast. In 1996, we built our first manufactured reef. Our business has grown over the years to include the only Corps of Engineers approved snorkeling reef and an innovative wave attenuator/reef. We have franchises on the east coast of Florida & mid Atlantic states. To date we have deployed over 55,000 artificial reefs. We have an active R&D department that continually experiments with new designs and uses for our products. Our reefs are designed for 100+ year life cycles. We produce different reef models for Snapper, Grouper, juvenile fish, estuary enhancement, snorkeling, oyster restoration and wave attenuation. In addition, we have deployed 25 ships as artificial reefs.

PERSONNEL:

Name: David Walter
Owner/Operator of Walter Marine since founded in 1968.
Time in present position: 55 years
Total years experience in marine operations: 60 years
Veteran: United States Marine Corps 1966-1968, Disabled Vietnam Veteran, Honorably Discharged
Faulkner State College 1969-1971
Licensed pilot single engine seaplane
Licensed Marine Habitat Scientist
100-ton USCG license (expired)
Seventeen years as owner and operator of a shipyard
Thirty-seven years experience as an artificial reef builder



PERSONNEL:

Name: Stewart Walter
Current Manager of Walter
Marine.

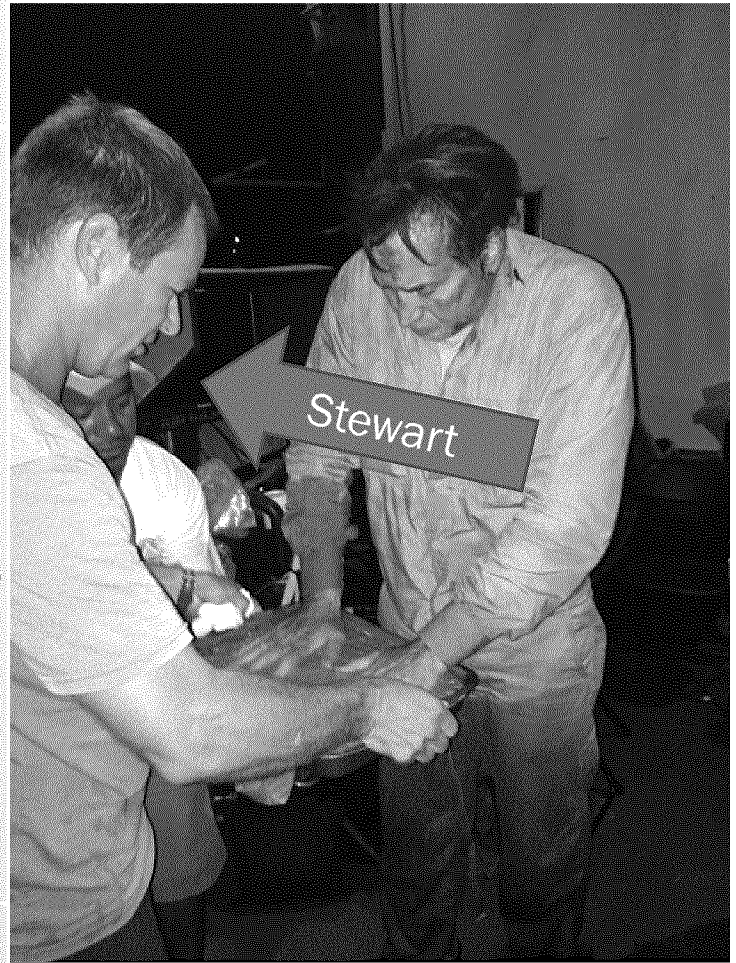
Time in present position: 20
years

36 years total experience with
Walter Marine

Auburn University 2005-2006

Licensed 200-ton US Coast
Guard Captain

Licensed Marine Habitat
Scientist



A. Module Specifications

8' Florida Limestone Reef

Florida Limestone Reef

Materials used: Concrete, steel rebar, and Florida Limestone rocks.

Composition:

1. Three isosceles trapezoid panels are cast with protruding rebar.
2. Panels are 3 inches thick.
3. After drying, the panels are set into a jig and the protruding rebar is welded together.
4. The three corners & connecting rebar are sealed with concrete.

Rebar: 270 feet of welded (1/2") #4 rebar comprise the rebar framework. (See figure 3)

Meets or exceeds DOT method of welding rebar. The heavy welded rebar framework makes the reef virtually indestructible

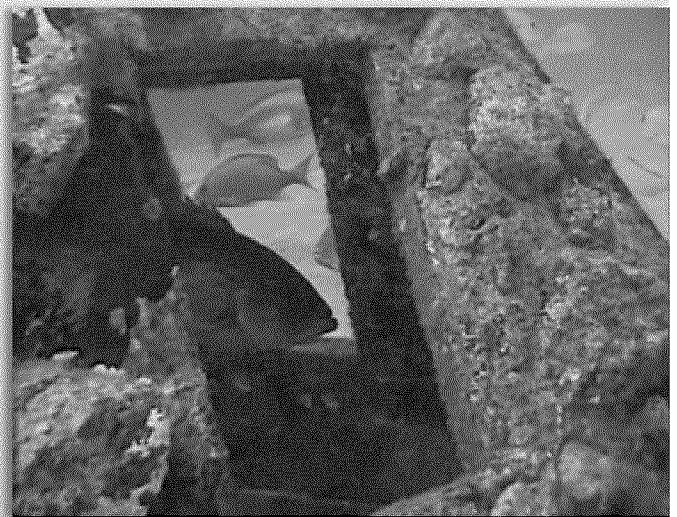
Weight: 6,000 lbs.

Detailed drawing: (See Figures 1-3)

Footprint: 128" X 128" X 128"
triangle

Surface Area:

1. Each reef has approx. 200-230 square feet of outside surface area including rocks.

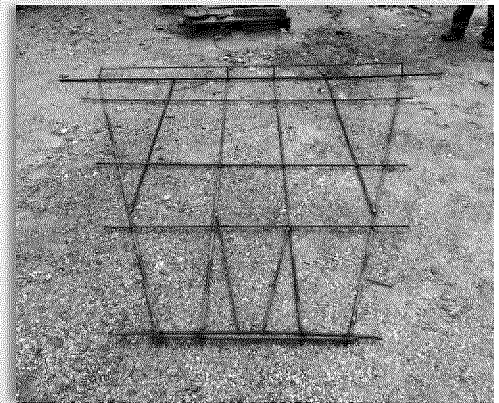


Florida Limestone Reef

2. 382 square feet total (Inside and outside) surface area w/o rocks.
3. Outside surface area without rocks is 143 square feet.
4. Each reef has a volume of 38 cubic ft.
5. Florida Limestone rock adds significantly to the surface area.
6. **Limestone rocks** from a specific area of Florida are the perfect PH for all marine life to live, even boring animals. **It's the only manufactured reef that can support all the marine life that lives on a natural reef. (See figure 6)**
7. No external frame is used and no exposed rebar or metal.
8. Each side of the three-sided structure contains 5 windows, all ranging from 32 to 336 square inches, not counting the top opening.
9. The limestone rocks range from 4 inches to 8 inches in diameter.
10. Reef exceeds 48-inch opening requirement for turtle escape.

Height: Each unit is 100 inches tall with a 128-inch triangular base.

Lifting: Nylon straps attached to the crane are used to lift and place the reef on the bottom. No lifting devices will remain on the reef.



Florida Limestone Reef

Concrete mix: #4,000 lb. (See figure 5)

Accuracy of Placement on Bottom:

Within two meters with any desired pattern

Stability

1. These units have demonstrated good stability during storm events over many years without settling, scouring, turning over or moving. (See figure 4)

Time proven deployments:

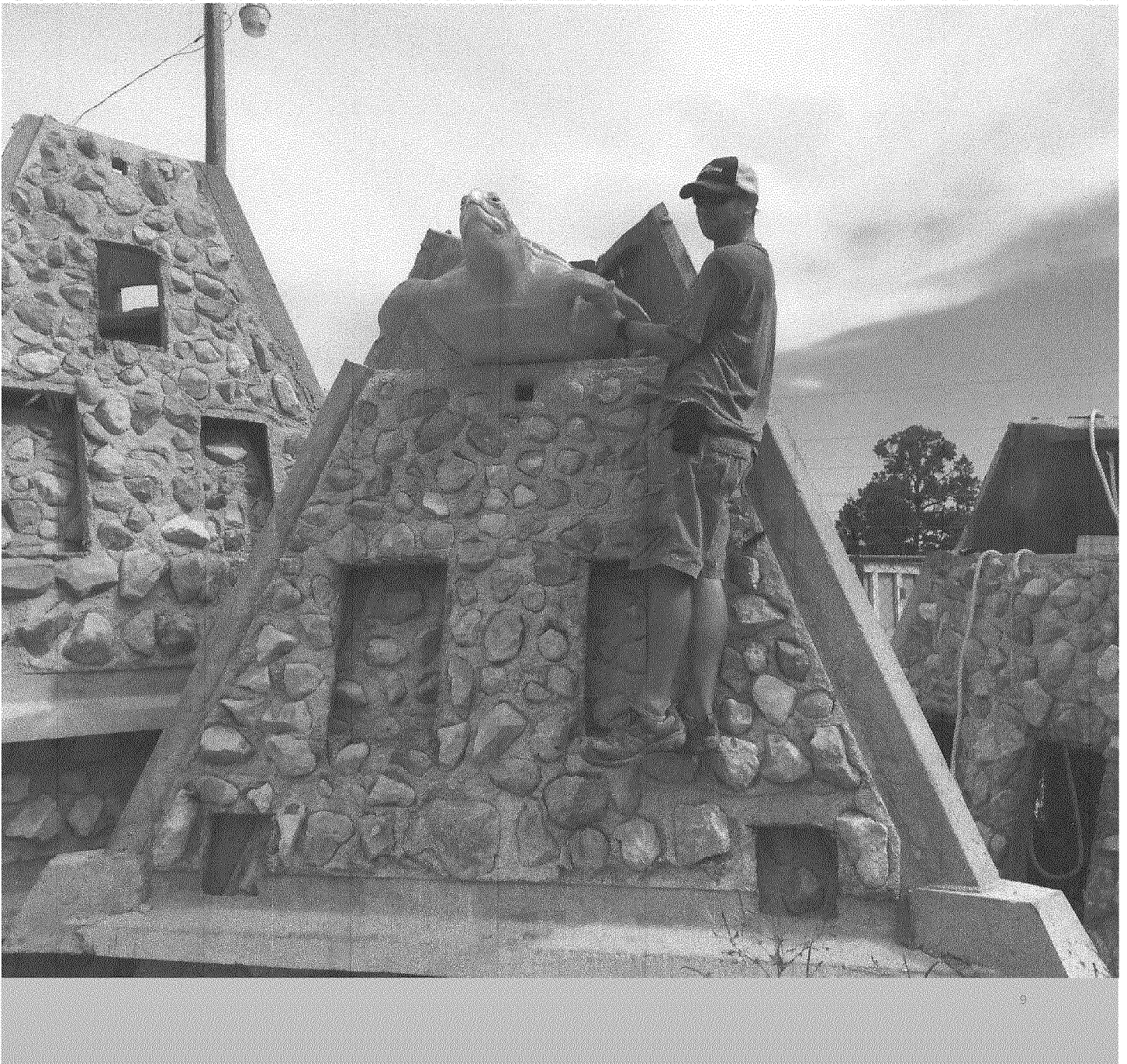
Deployed 75 units MBARA - 2007
Deployed 16 units Escambia Co. 2007
Deployed 225 units State of Mississippi – 2007
Deployed 365 units State of Alabama -2007
Designed for 100+ year life cycle. Of thousands built since 2006, we never had a structural failure.

Durability & Tendency to Subside:

Reef units are designed to prevent scouring and subsiding (See Figure 4).



EXCEEDS REQUIREMENT FOR TURTLE ESCAPE



LIFTING & DEPLOYMENT IS DONE WITH REMOVALABLE LIFTING STRAPS



TAPERED WIDE FOOT PREVENTS SCOURING & SETTLING



Figure 1

2

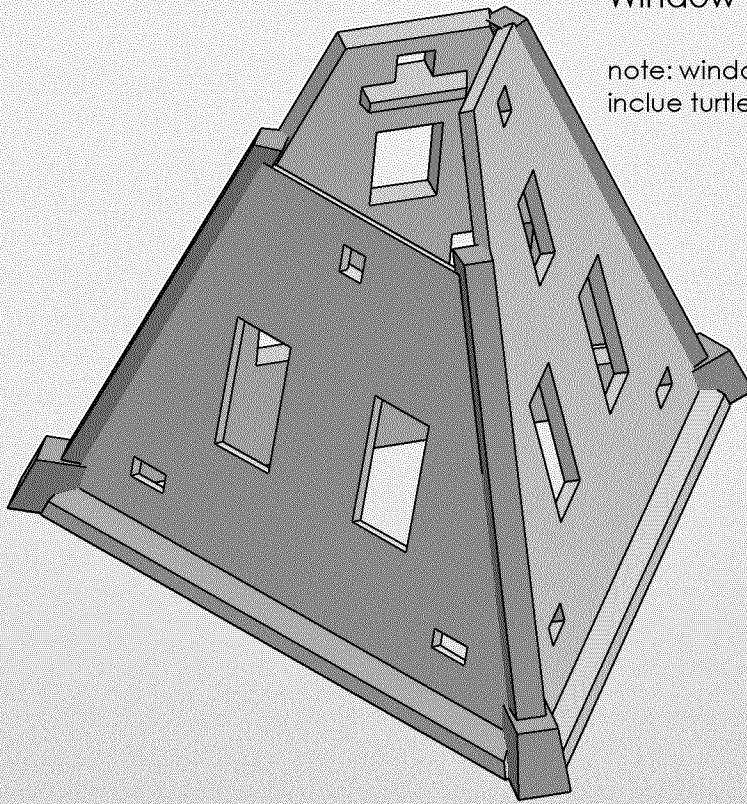
1

3" Thick Concrete Tetrahedron Reef
With Florida Limestone Inbed

With Shortened Panel For Turtle Egress

Total Surface Area:	382.11 sqft
Outer Surface Area:	142.62 sqft
Volume:	37.77 cubic feet
Window Area:	16.15 sqft

note: window area does not
include turtle exculsion area



Isometric View: NOT TO SCALE
For Viewing Purpose Only



Sheet 1 of 3

SIZE DWG. NO.
A

SCALE: 1/64

8' Flar

1

Date: October 13, 2018

1

12

2

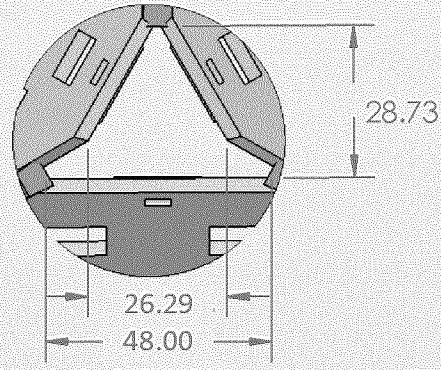
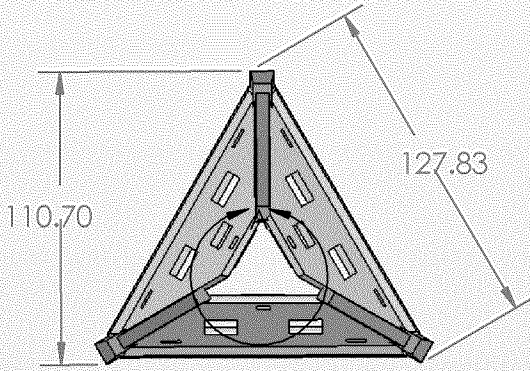
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Figure 2

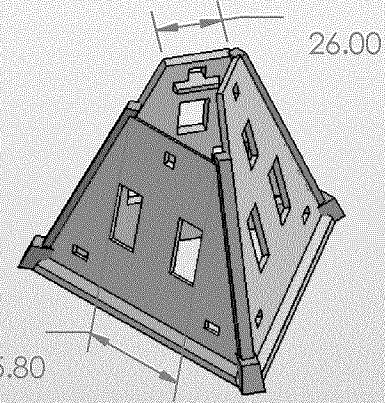
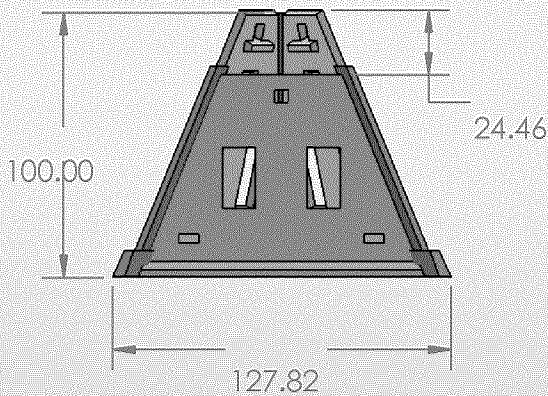
1

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
2	8' flar long panel	Made of Concrete and Limestone	2
2	8' flar short panel	Made of Concrete and Limestone	1
3	8' flar holder	Made of Concrete	1

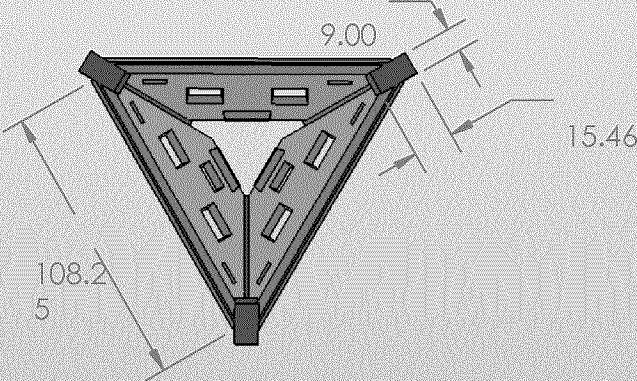
B



B



A



A

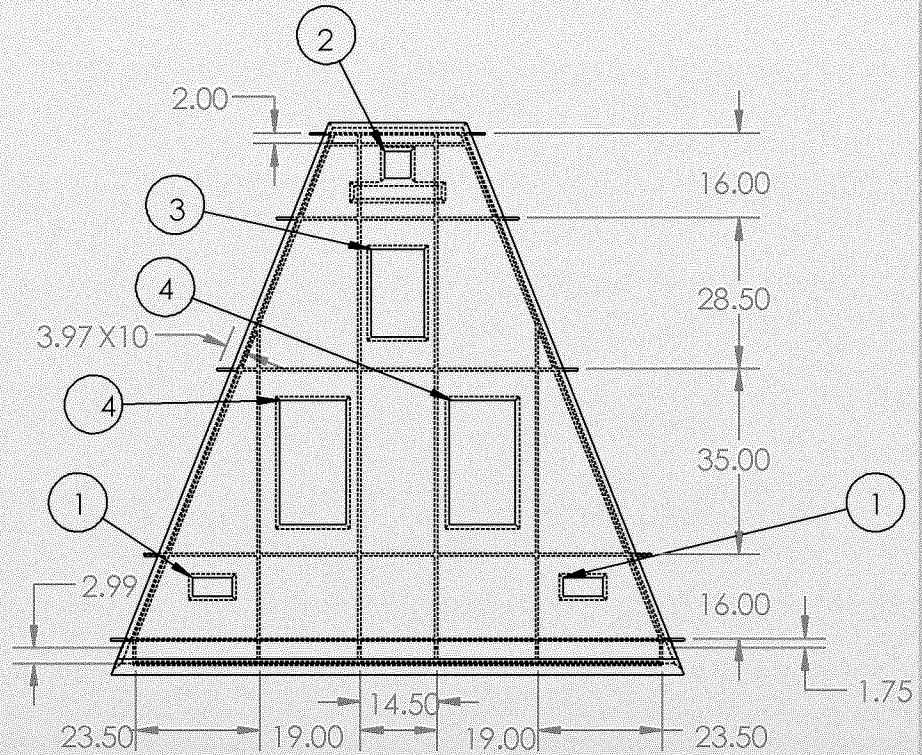


Scale: 1:64
Sheet 2 of 3

Figure 3

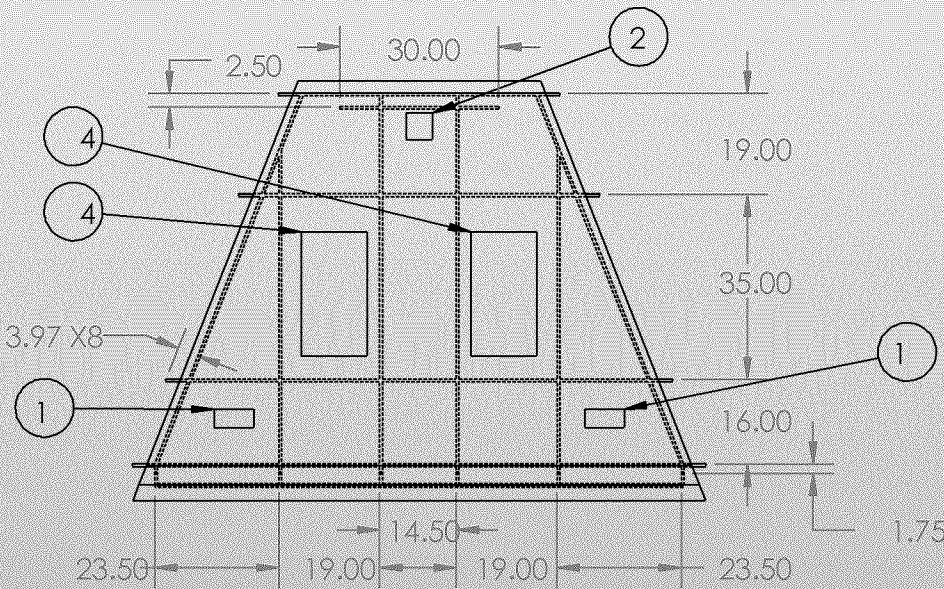
Window Holes	Width (in)	Height (in)
1	7.50	3.50
2	5.00	5.00
3	10.00	16.50
4	12.50	23.50

B



B

A



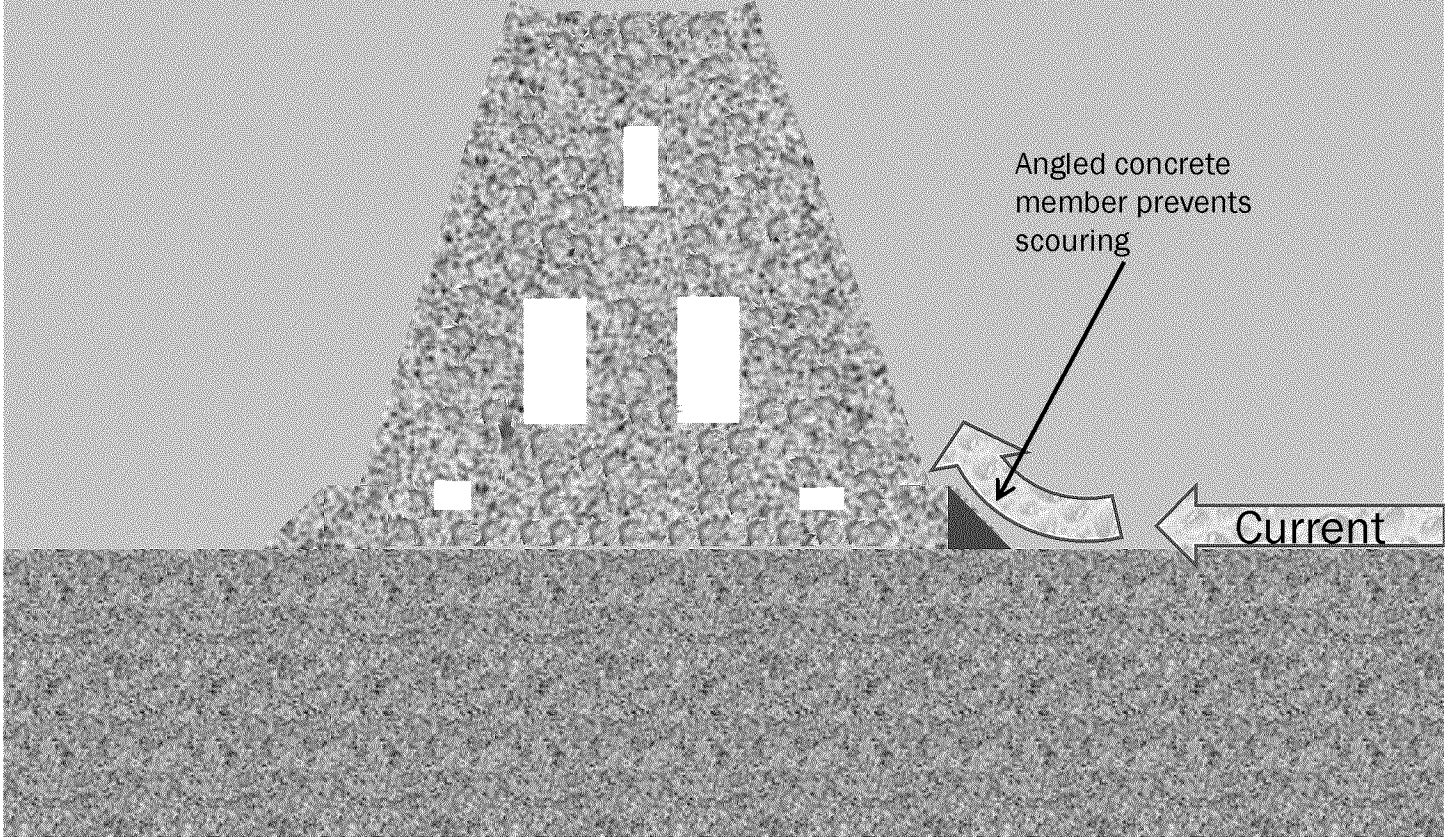
A

Scale: 1:64
Sheet 3 of 3



Figure 4

With Current Deflector



Without Current Deflector

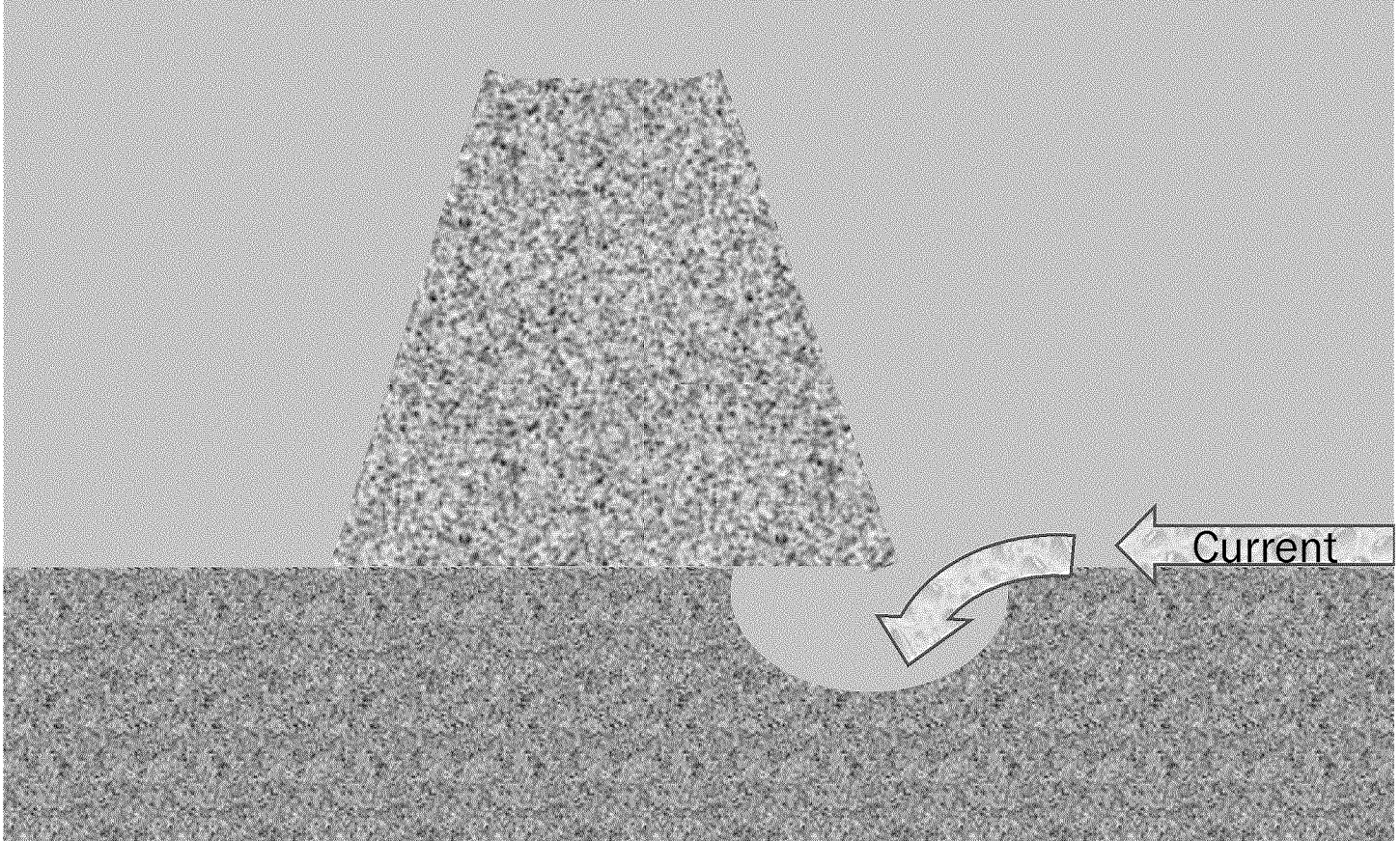


Figure 5



READY MIX USA
A MEMBER OF CONTEC

Mix Design Report

Client :	Walter Marine	Date :	12/18/2015
Project/Contract :	2015-358 - Precast Yard / 2015-358 - OB,Alabama		
Placement :			
Usage :	Reefs		
Mix Design No. :	1528340 (1)	Description :	4000 PSI @ 28 Days

Compressive Strength	4 000 psi at 28 Days	Submittal No.	2015-358 - 358
Aggregate Size	#7 River Gravel	Plant	DOC MCDUFFIE - PLANT 1
Air %	4.0% ± 1.5%	Volume	27.00 ft³
w/cm Ratio	0.37	U.W. at 3.0 % of air	146.1 lb/ft³
Slump	6.00 to 8.00in	Slump with SuperP	

Constituents and Suppliers	Quantity (yd³)	Sp. Gr. SSD	Volume
Cement - 101 - Cement I/II - Cement - .	564 lb	3.150	2.87 ft³
Cement - 110 - Class F Flyash P303 - Class F Flyash - .	141 lb	2.410	0.94 ft³
Water - 601 - City Water - City Water - City	31.0 Gal	1.000	4.14 ft³
Stone - 227 - #7 River Gravel - Natural Gravel - .	1810 lb	2.630	11.02 ft³
Sand - 301 - C-33 Natural Sand - Natural Sand - .	1171 lb	2.630	7.13 ft³
Admixture - 402 - WRDA 64 - Low Range Water Reducers - W. R. Grace, Lithonia /	21.15 oz/yd³	1.000	0.02 ft³ /
Admixture - 442 - ADVA 140 - High Range Water Reducers - W. R. Grace, Lithonia /	63.45 oz/yd³	1.000	0.07 ft³ /
Air Volume			0.81 ft³
Total	3945 lb		27.00 ft³

Optional Products :

Remarks :

003 - This mix will meet design strength requirements, at the specified age when testing and curing are performed using applicable ASTM and/or ACI standards. Please provide our office with copies of all test results per ASTM C94 14.4.

Prepared by : Patrick Brown, Quality Control

Approved by :

Date : 12/18/2015

Date : / /

DOC MCDUFFIE - PLANT 1
21551 DOC MCDUFFIE RD

Figure 6

BOWSER-MORNER, INC.

Delivery / Mailing Address: 3016 Commerce Square South • Birmingham, Alabama 35210

AASHTO/ISO 17025 Accredited

LABORATORY REPORT

Report To: Walter Marine / Reefmaker
Attn: David Walter
P.O. Box 998
Orange Beach, AL 36561

Report Date: June 8, 2017
Job No.: 179970
Report No.: 500546
No. of Pages: 2

Report On: Laboratory Analysis of One Set of Five Limestone Riprap Specimens
Source: Walter Marine – Orange Beach, AL

On June 6, 2017, one set of five limestone riprap specimens were submitted for selected laboratory analysis from the above referenced source. Testing was performed as specified by the client and in accordance with the following procedures:

ASTM D 6473, "Specific Gravity and Absorption of Rock for Erosion Control".

Results are detailed on the attached data sheet.

Should you have any questions or if we may be of further service, please contact me at (205) 956-8805, extension 201.

Respectfully submitted,
BOWSER-MORNER, INC.



Clark H. Lamb, Laboratory Manager
Construction Materials Laboratory
Constructions Services Division
Southeast US Region

CHL/kaf/chl
500546
1-File
1-BMI
1-reefmaker@gulftel.com

Report To: Walter Marine / Reefmaker
Source: Orange Beach, AL

BMI Job No.: 179970
BMI Report No.:500546
Date Received: 6/6/17

TABLE I
Summary of Results

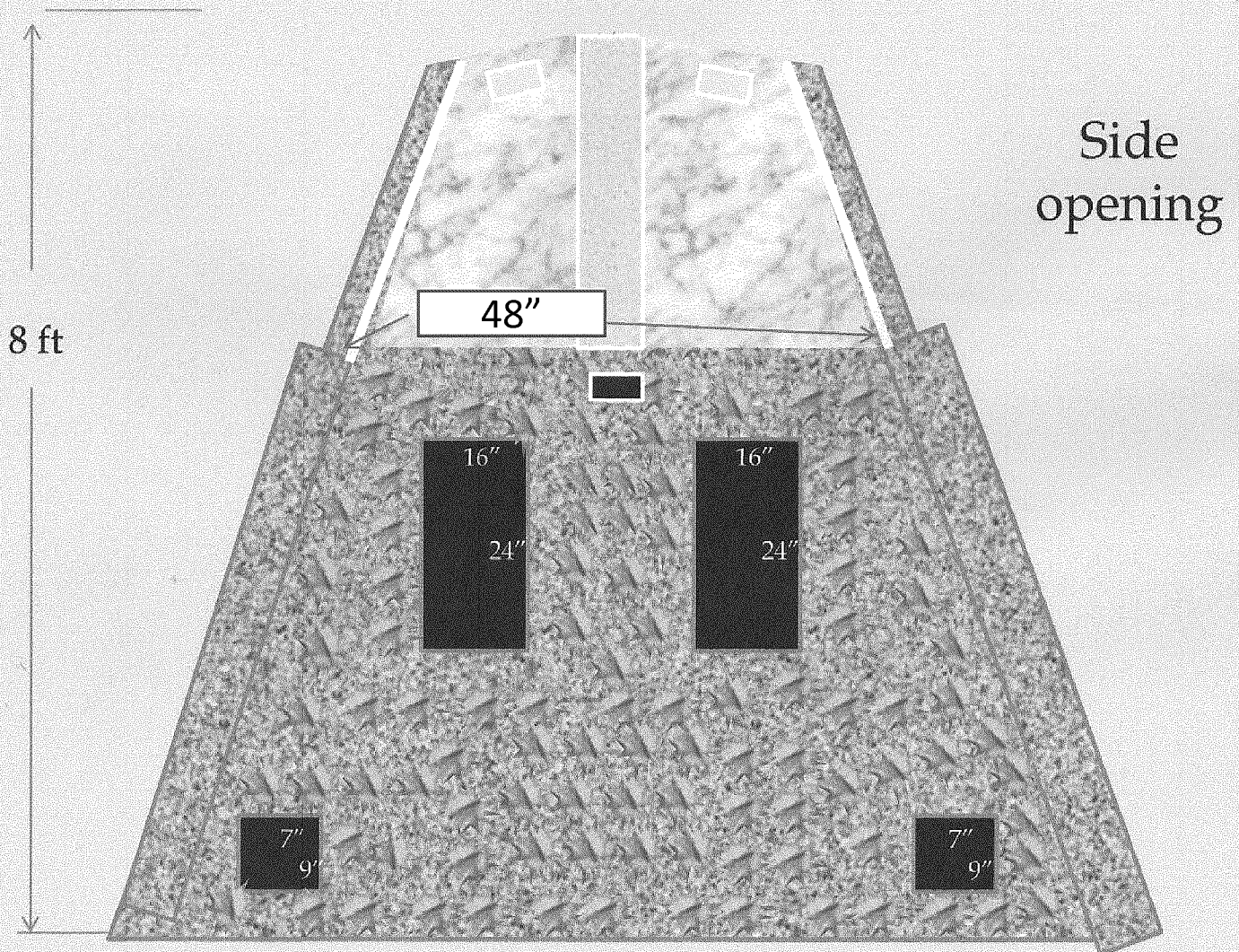
Test Parameter	Test Method	1	2	3	4	5	Average
Bulk Dry Specific Gravity:	ASTM D 6473	2.474	2.201	2.272	1.747	2.211	2.181
Bulk SSD Specific Gravity:	ASTM D 6473	2.558	2.315	2.419	1.933	2.361	2.317
Apparent Specific Gravity:	ASTM D 6473	2.700	2.486	2.663	2.146	2.602	2.519
Absorption, %:	ASTM D 6473	3.4	5.2	6.5	10.6	6.8	6.5
SSD Density, pcf:	ASTM D 6473	159.6	144.5	150.9	120.6	147.3	144.6

Figure 6
page 2

B. Price

Florida limestone Reef

Florida Limestone
w/ turtle Excluder



\$2,395 ea.

C. Experience and Understanding



References/Qualifications:

Walter Marine

Patent holder No. 6,042,300 Artificial Reef.

Patent holder No. 6,824,327 B1 Artificial Reef

Patent holder No. 7,827,937 Marine Line Form Habitat

Patent holder No. 9,339,017 B1 Living Wave Barrier

David Walter D/B/A Walter Marine was founded in 1968. It has remained in the same hands as a sole proprietorship repairing vessels and owning and operating a shipyard until 1986. In 1986 Walter Marine became the first commercial artificial reef builder in the State of Alabama. By the year 2023 Walter Marine had deployed over 55,000 artificial reefs and today is the largest deployer of artificial reefs in the United States. It holds five patents for artificial reefs. In addition, Walter Marine has prepared and deployed 25 ships in the Gulf of Mexico.

Executive Summary:

Walter Marine deployed materials of opportunity until 1996. In 1996 Walter Marine began designing and manufacturing artificial reefs. The majority were undocumented private reefs in the State of Alabama and Florida Panhandle. However, included below is a list of previous experience in manufacturing and deploying artificial reefs, and other government contracts for water-based operations.

Previous Experience:

1990

Escambia County, Florida:

May 29, 1990, completion date/on time

Funding - State of Florida

Contract with Escambia County Florida for the donation, preparation, cleaning, delivery and sinking of a tugboat "Sylvia" cleaning. This vessel was purchased cleaned, prepared, and deployed by Walter Marine.

Robert Turpin Escambia County Reef Coordinator robert_turpin@co.escambia.fl.us for 2003 contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since 1988 (850) 433-4319.

\$25,000

**For the sake of
brevity the years
1990 – 2015
are omitted
But Available
Upon Request**

Texas Parks & Wildlife

September 18, 2014, completion date/on time
155 ft. Ship deployed
Dale Shively [Dale.Shively@tpwd.texas.gov]
\$490,000

2015

City of Mexico Beach

April 8, 2015, completion date/on time
Funding - State of Florida
Designed, manufactured & deployed 18 Florida Limestone
10 Super reefs
8 Grouper Reefs
2 EcoSystems units on pilings
1 Florida Special
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
\$165,000

City of Mexico Beach

April 8, 2015, completion date/on time
Designed, manufactured & deployed 18 Florida Limestone
4 Florida Limestone reefs
4 EcoSystems units on pilings
1 Florida Special
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
\$16,995

City of Carrabelle

July 26, 2015, completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
6 Florida Limestone
8 EcoSystems on Pedestals
12 Lindberg boxes
Alan Richardson alan@talcor.com
\$55,000

Ocean Engineering cable reels

August 10, 2015, completion date/on time

Large 50-ton Cable Reels

Deployed in MBARA reef sites

Robert L. Cox Jr

rcox@mchsi.com

WWW.MBARA.ORG

\$73,000

MoBay Gas Platform

August 2015 completion date/on time

Disassemble, transport & deploy a gas platform.

Reef was paid for by Mobay LLC and deployed as a public reef for the State of Alabama.

Craig Newton (Craig.Newton@dcnr.alabama.gov)

\$1,350,000

Escambia County

August 24, 2015, completion date/on time

Design, manufacture and deploy

12 Florida Limestone

Contact Robert Turpin 850-595-4395 (robert_turpin@co.escambia.fl.us)

\$19,200

City of Gulf Breeze

September 11, 2015, completion date/on time

238 EcoSystems Wave Barrier units

Design, manufacture and deploy

Heather Reed

Project Manager

The City of Gulf Breeze Deadman's Island Restoration Project

Ecological Consulting Services Inc

38 S Blue Angel Pkwy #346

Pensacola, FL 32506

850-417-7008

850-346-2073

\$423,500

Iberia Soil & Water Conservation District

November 14, 2015, completion date/on time

Design, manufacture and install 500 ft. of EcoSystems Wave Attenuator at Shark Island Joey Breaux

Agri. Enviro. Specialist/Admin. Coord.

LDAF/Office of Soil & Water Conservation

225.922.1269

\$677,156

South Walton Artificial Reef Association

Oct. 7, 2015, completion date/on time
58 EcoSystems Snorkeling Reefs on Grayton Beach
SWARA, Inc. P.O. Box 2482 Santa Rosa Beach, FL 32459
info@waltonreefs.org
\$162,250

2016

Escambia County, Florida

January 14, 2016, completion date/on time
Deployed tugboat Ocean Wind
Contact Robert Turpin 850-595-4395 (robert_turpin@co.escambia.fl.us)
\$18,000

Alabama Department of Conservation

March 22, 2016, completion date/on time
Designed, manufactured & deployed
150 - 8' Florida Limestone reef units
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson
(Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.
O. Drawer 458, Gulf Shores, AL 36547
\$315,000

City of Mexico Beach

May 11, 2016, completion date/on time
Designed, manufactured & deployed
18 Florida Limestone
2 Grouper Reefs
1 Florida Special
8 coops
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
\$57,687

Bay County

May 14, 2016, completion date/on time
Designed, manufactured & deployed
5 Super Reefs.
Allen Golden
agolden@baycountyfl.gov

205-567-0173
\$60,000

City of Mexico Beach

May 11, 2016, completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
31 Florida Limestone
15 Grouper Reefs
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
\$84,990

Alabama Department of Conservation

June 30, 2016, completion date/on time
Deployed state supplied 7,289 tons of concrete culvert/boxes.
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson
(Kevin.Anon@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.
O. Drawer 458, Gulf Shores, AL 36547
\$121,000

State of Mississippi

June 16, 2016, completion date/on time
Built molds according to state supplied design, manufactured, and deployed
229 Juvenile reef Fish Habitats
James Sanders - (James.Sanders@dmr.ms.gov) Artificial Reef Bureau Director | Office of
Marine Fisheries Mississippi Department of Marine Resources | dmr.ms.gov 1141 Bayview
Avenue | Biloxi, MS 39530 Office: 228-523-4089
\$194,250

Alabama Department of Conservation

Sept 15, 2016, completion date/on time
Deployed 50 Super Reefs & 125 EcoSystems on Pilings
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson
(Kevin.Anon@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.
O. Drawer 458, Gulf Shores, AL 36547
\$1,041,000

Ocean Engineering cable reels

Sept. 17, 2016, completion date/on time
Five Large 50-ton Cable Reefs
Deployed in MBARA reef sites.
Robert L. Cox Jr
rcox@mchsi.com
\$40,000

City of Mexico Beach

Oct 14, 2016, completion date/on time

Funding - NRDA

Designed, manufactured & deployed

102 Florida Limestone

20 Super Reefs

Robert L. Cox Jr

rcox@mchsi.com

WWW.MBARA.ORG

\$427,174

City of Mexico Beach

Oct 15, 2016, completion date/on time

Funding - NRDA

Designed, manufactured & deployed

54 Florida Limestone

10 Super Reefs

Robert L. Cox Jr

rcox@mchsi.com

WWW.MBARA.ORG

\$219,004

Alabama Department of Conservation

Oct. 26, 2016, completion date/on time

Deployed 2 Super Reefs

Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson

(Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.

O. Drawer 458, Gulf Shores, AL 36547

\$26,025

City of Mexico Beach

Nov. 16, 2016, completion date/on time

Funding - NRDA

Designed, manufactured & deployed

66 Florida Limestone

Robert L. Cox Jr

rcox@mchsi.com

WWW.MBARA.ORG

\$119,999.88

2017

Alabama Department of Conservation

Feb. 15, 2017, completion date/on time

Deployed 132 EcoSystem Reefs on pilings
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson
(Kevin.Anon@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.
O. Drawer 458, Gulf Shores, AL 36547
\$400,000

City of Mexico Beach

Feb. 17, 2017, completion date/on time
Funding - Local
Designed, manufactured & deployed
7 Memorial Reefs
6 Grouper Reefs
2 - EcoSystems on discs
5 Chicken Transport Devices
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
\$23,450

City of Mexico Beach

April 28, 2017, completion date/on time
Funding - FWC
Designed, manufactured & deployed
30 Grouper Reefs
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
\$60,000

City of Mexico Beach

May 10, 2017, completion date/on time
Funding - NRDA
Designed, manufactured & deployed
179 EcoSystems
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
\$568,998

Escambia County, Florida:

May 31, 2017, completion date/on time
Funding - NRDA
30 Florida Limestone Reef units and 8 Super Reefs.
Robert Turpin Escambia County Reef Coordinator robert_turpin@co.escambia.fl.us for 2003
contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since
1988 (850) 433-4319.

\$150,000

Walton County

July 21, 2017, completion date/ on time

Funding NRDA

170 Grouper reefs

185 Florida Limestone Reef units

Melinda Gates

Environmental Specialist, "Coastal Resource Liaison"

Phone: (850)892-8108

\$681,000

Walton County

July 23, 2017, completion date/ on time

Funding NRDA

254 EcoSystems Snorkeling Reefs

Melinda Gates

Environmental Specialist, "Coastal Resource Liaison"

Phone: (850)892-8108

\$803,148

Santa Rosa

Sept. 28, 2017, completion date/ on time

48 EcoSystems Snorkeling Reefs

Sheila Fitzgerald

Grants & Special Programs Director

Santa Rosa County Board of Commissioners

P: 850.981.2016 | C: 850.393.5239 | F: 850.981.2015

\$171,600

2018

City of Mexico Beach

April 23, 2018, completion date/on time

Funding – FWC

Designed, manufactured & deployed

10 Super Reefs

8 Grouper Reefs

5 Florida Limestone pyramid

Robert L. Cox Jr

rcox@mchsi.com

WWW.MBARA.ORG

\$146,710

Mexico Beach Artificial Reef Association

April 23, 2018, completion date/on time

Funding - Private

Designed, manufactured & deployed

7 - 10' Florida Limestone FLAR's

3 - 8' Florida Limestone FLAR's

1 Grouper

Robert L. Cox Jr

rcox@mchsi.com

WWW.MBARA.ORG

\$21,700

Alabama Department of Conservation

April 24, 2017, completion date/on time

Funding - NRDA

Deployed Concrete Pipe & one Tugboat

Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson

(Kevin.Anon@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.

O. Drawer 458, Gulf Shores, AL 36547

\$179,000

Alabama Department of Conservation

June 18,2018 completion date/on time

Funding - NRDA

Deployed 120 Super Reefs

Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson

(Kevin.Anon@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.

O. Drawer 458, Gulf Shores, AL 36547

\$1,209,000

Walton County

June 2018 completion date/ on time

Funding FWC

12 Florida Limestone Pyramid Reefs

10 EcoSystems on Pedestals

14 Lingberg Cubes

Melinda Gates

Environmental Specialist, "Coastal Resource Liaison"

Phone: (850)892-8108

\$59,800

South Walton Artificial Reef Association

June 27, 2018, completion date/on time

Underwater Museum

SWARA, Inc. P.O. Box 2482 Santa Rosa Beach, FL 32459

info@waltonreefs.org
\$10,500

Alabama Department of Conservation

Oct. 15,2018 completion date/on time

Funding - NRDA

Deployed 600 10' Florida Limestone Reefs

Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson

(Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.

O. Drawer 458, Gulf Shores, AL 36547

\$1,200,000

Alabama Department of Conservation

Nov. 20,2018 completion date/on time

Funding - NRDA

Deployed 166 anchored shallow-water limestone and concrete matrix type reefs

Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson

(Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.

O. Drawer 458, Gulf Shores, AL 36547

\$590,345

2019

Escambia County, Florida:

March 15/2019

Funding - NRDA

304 Florida Limestone, 44 Super Reefs

Robert Turpin Escambia County Reef Coordinator robert_turpin@co.escambia.fl.us for 2003

contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since

1988 (850) 433-4319.

\$1,733,996

Santa Rosa

March 15, 2019

Funding - NRDA

269 Florida Limestone Pyramid Reefs

153 Grouper

22 Super Reefs

Sheila Fitzgerald

Grants & Special Programs Director

Santa Rosa County Board of Commissioners

P: 850.981.2016 | C: 850.393.5239 | F: 850.981.2015

\$1,224,200

Okaloosa County

April 19, 2019
Funding - NRDA
205 EcoSystem pile mounted snorkeling reefs.
Okaloosa County Commissioners
Alex Fogg
Marine Resource Coordinator
(850) 609-5394
\$719,998

Okaloosa County

April 30, 2019
Funding - NRDA
14 Super Reefs
310 8' Florida Limestone
113 Grouper
Okaloosa County Commissioners
Alex Fogg
Marine Resource Coordinator
(850) 609-5394
\$978,441

Bay County

May 22, 2019, completion date/on time
Designed, manufactured & deployed 9 Super Reefs & 16 - 8' FLAR's
Allen Golden
agolden@baycountyfl.gov
205-567-0173
\$120,000

Mexico Beach Artificial Reef Association

May 22, 2019, completion date/on time
Funding - Private
Designed, manufactured & deployed
6 - 8' Florida Limestone FLAR's
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
\$11,250

Okaloosa County

July 31, 2019
Funding - NRDA
12 Super Reefs
Okaloosa County Commissioners
Alex Fogg

Marine Resource Coordinator
(850) 609-5394
\$120,000

Okaloosa County

July 18, 2019
Funding - NRDA
14 Super Reefs
Okaloosa County Commissioners
Alex Fogg
Marine Resource Coordinator
(850) 609-5394
\$157,500

Okaloosa County

July 18, 2019
Funding - NRDA
310 - 8' FLAR's
Okaloosa County Commissioners
Alex Fogg
Marine Resource Coordinator
(850) 609-5394
\$560,348

Okaloosa County

July 18, 2019
Funding - NRDA
113 - 8' FLAR's
Okaloosa County Commissioners
Alex Fogg
Marine Resource Coordinator
(850) 609-5394
\$260,591

Walton County

July 31, 2019
Funding FWC
5 Florida Limestone Pyramid Reefs
48 Florida Limestone
4 Grouper
Melinda Gates
Environmental Specialist, "Coastal Resource Liaison"
Phone: (850)892-8108
\$152,000

Texas Parks & Wildlife Department
Purchase Order #518406
November 8, 2019, completion date/on time
Manufactured & deployed
180 Low Relief reefs
Dale Shively 512-389-4686
\$234,000

2020

Boy Scouts of America Troop 49
May 8, 2020, completion date/on time
Funding - Private
Deployed 60' shrimp boat.
Garret Ard
251-979-9266
\$25,000

Mexico Beach Artificial Reef Association
May 18, 2020, completion date/on time
Funding - Private
Designed, manufactured & deployed
6 - 8' Florida Limestone FLAR's
3 – EcoSystems reefs
1 – Grouper reef
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
\$44,739

City of Mexico Beach
May 18, 2020, completion date/on time
Funding – FWC
Designed, manufactured & deployed
6 Super Reefs
17 Florida Limestone pyramid
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
\$92,309

Okaloosa County

May 28, 2020, completion date/on time

Funding - NRDA

35 - 8' FLAR's

5 - Super Reefs

Okaloosa County Commissioners

Alex Fogg

Marine Resource Coordinator

(850) 609-5394

\$120,000

Escambia County, Florida:

June 18/2020 completion date/on time

Funding - NRDA

17 Snorkel reefs

Robert Turpin Escambia County Reef Coordinator robert_turpin@co.escambia.fl.us for 2003 contracts (850) 595-4395. Eileen Beard Escambia County Recreational board member since 1988 (850) 433-4319.

\$59,500

Alabama Department of Conservation

July 8, 2018 completion date/on time

Funding - NRDA

Deployed 327 anchored shallow-water limestone and concrete matrix type reefs

Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson

(Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.

O. Drawer 458, Gulf Shores, AL 36547

\$1,140,000

City of Mexico Beach

August 12, 2020, completion date/on time

Funding – FWC

Designed, manufactured & deployed

9 Super Reefs

27 Florida Limestone pyramid

3 Grouper

Robert L. Cox Jr

rcox@mchsi.com

WWW.MBARA.ORG

\$157,200

Okaloosa County

August 11, 2020, completion date/on time

Funding - NRDA

4 FADs

Okaloosa County Commissioners
Alex Fogg
Marine Resource Coordinator
(850) 609-5394
\$312,996

Alabama Wildlife Federation Inc.
Sept. 8, 2020, completion date/on time
3050 Lanark Rd.
Millbrook, AL 36054
Culverts
\$25,600

Bay County
Oct. 27 completion date/on time
Designed, manufactured & deployed 10 Super Reefs & 23 - 8' FLAR's.
Allen Golden
agolden@baycountyfl.gov
205-567-0173
\$142,179

Bay County
Nov. 2, 2020, completion date/on time
Designed, manufactured & deployed 8 Super Reefs & 23 - 8' FLAR's.
Allen Golden
agolden@baycountyfl.gov
205-567-0173
\$125,749

Bay County
Nov. 16 completion date/on time
Designed, manufactured & deployed 8 Super Reefs & 40- 8' FLAR's.
Allen Golden
agolden@baycountyfl.gov
205-567-0173
\$152,209

Bay County
Nov. 23 completion date/on time
Designed, manufactured & deployed 8 Super Reefs & 23 - 8' FLAR's
Allen Golden
agolden@baycountyfl.gov
205-567-0173
\$125,749

Bay County

Dec. 12 completion date/on time
Designed, manufactured & deployed 9 Super Reefs & 22- 8' FLAR's.

Allen Golden
agolden@baycountyfl.gov
205-567-0173
\$131,129

Bay County

Dec. 22 completion date/on time
Designed, manufactured & deployed 8 Super Reefs & 27- 8' FLAR's.

Allen Golden
agolden@baycountyfl.gov
205-567-0173
\$128,809

2021

Santa Rosa

January 6, 2021
Funding - FWC
31 Florida Limestone Pyramid Reefs
9 Grouper
2 Super Reefs
Sheila Fitzgerald
Grants & Special Programs Director
Santa Rosa County Board of Commissioners
P: 850.981.2016 | C: 850.393.5239 | F: 850.981.2015
\$99,237

Navarre Chamber Foundation

January 6, 2021
Funding – Navarre Beach
5 Super Reefs
Mike Sandler mjsandler@bellsouth.net
8668 Navarre Pkwy #142
Navarre FL 32566
\$55,237

Walton County

February 3, 2021, completion date/ on time
Funding FWC

29 Florida Limestone Pyramid Reefs
29 FLAR's
11 Grouper
Melinda Gates
Environmental Specialist, "Coastal Resource Liaison"
Phone: (850)892-8108
\$114,500

City of Mexico Beach
February 23, 2021, completion date/on time
Funding – FWC
Designed, manufactured & deployed
12 chicken cages
27 Florida Limestone pyramid
7 Grouper
Robert L. Cox Jr
rcox@mchsi.com
\$68,000

Okaloosa County
April 21, 2021, completion date/on time
Funding - NRDA
325 Snorkel reefs
Okaloosa County Commissioners
Alex Fogg
Marine Resource Coordinator
(850) 609-5394
\$1,233,566

Alabama Department of Conservation
May 2021 completion date/on time
Funding - NRDA
Deployed 30 EcoSystems units & 2 super reefs
Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson
(Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.
O. Drawer 458, Gulf Shores, AL 36547
\$65,400

Okaloosa County
May 2021 completion date/on time
Funding - NRDA
60 Florida Limestone units & 2 super reefs
Okaloosa County Commissioners
Alex Fogg
Marine Resource Coordinator
(850) 609-5394
\$132,000

Louisiana Department Wildlife

June 2021

1 Ship

\$55,000

OAR

June 2021

1 Memorial reef

Contact Alan Richardson - (grouperboy@yahoo.comOAR)

2545 Blairstone Pines Drive Tallahassee, FL 32301

at (850) 656-2114.

\$1966

City of St. Marks

June 2021 completion date/on time

Designed, manufactured & deployed

30 Florida Limestone

Contact Alan Richardson - (grouperboy@yahoo.comOAR)

2545 Blairstone Pines Drive Tallahassee, FL 32301

at (850) 656-2114.

\$59,000

Franklin County

June 2021

22 Florida Limestone

Erin Griffith

Fiscal Manager / Grants Coordinator

Franklin County

(850) 653-9783 Ext. 158

\$70,000

2022

Alabama Department of Conservation

April 26, 2022, completion date/on time

Funding - NRDA

Deployed 1203 EcoSystem units on Pedestals

Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson

(Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.

O. Drawer 458, Gulf Shores, AL 36547

\$2,400,000

Alabama Department of Conservation

April 21, 2022, completion date/on time

Funding - NRDA

Deployed 456 Super Reefs completion expected in June 2022

Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson

(Kevin.Ansen@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.

O. Drawer 458, Gulf Shores, AL 36547

\$4,993,200.

Mexico Beach Artificial Reef Association

May 3, 2022, completion date/on time

Funding – FWC & private

Designed, manufactured & deployed

6 Super Reefs

24 Florida Limestone pyramid

4 Grouper Reefs

1 EcoSystem on a Pedestal

Robert L. Cox Jr

rcox@mchsi.com

\$137,880

Okaloosa County

October 10, 2022

Funding –Okaloosa Co.

Deployed 2 FADs

Alex Fogg

Marine Resource Coordinator

(850) 609-5394

\$74,000

D. Schedule of Operations

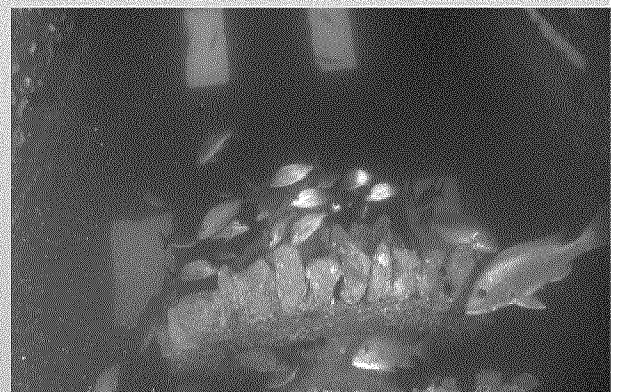
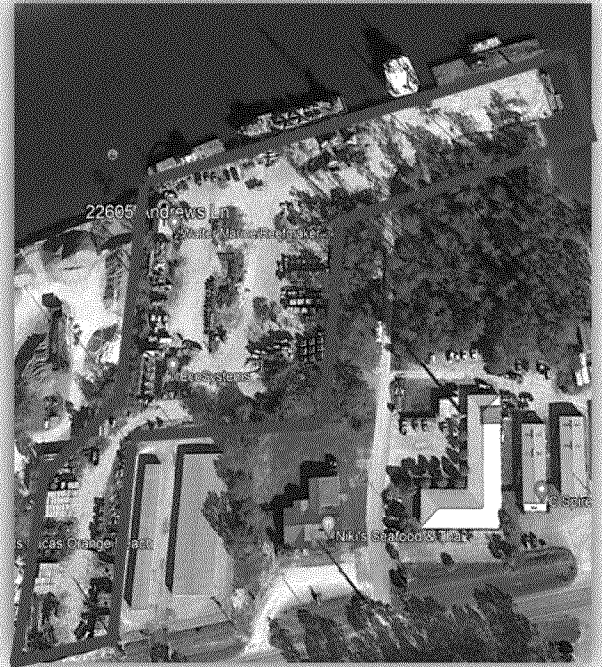
Task Plan and Schedule of Operations:

DAYS AT SEA

1. **Seven (7)** days total estimated days at sea.
2. **Fourteen (14)** days loading.
3. **One hundred (100) working days** to manufacture.
4. **One hundred-twenty-one (121) days** total from contract to deployment factoring weather.
5. This time could be shorter depending on the number of reef units in stock at the time.
6. We own all of our equipment, and it is available for this job.

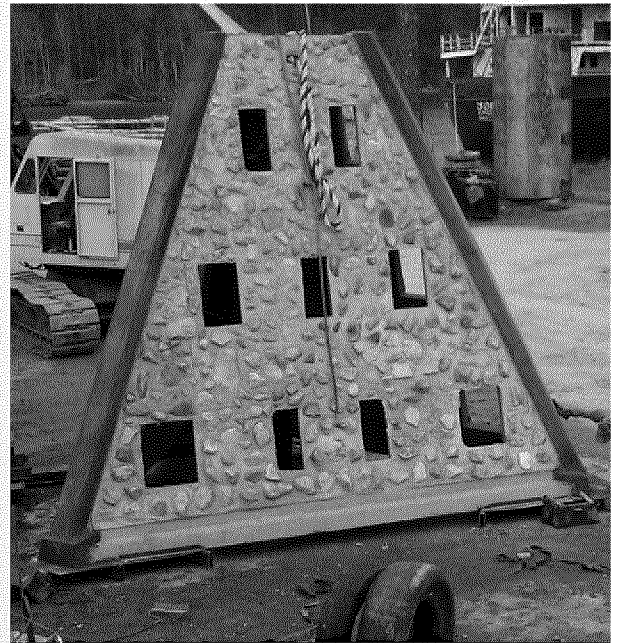
Step by Step

1. We own our own waterfront facility on the Intercoastal Canal in Orange Beach, AL.
2. Concrete is purchased by the truckload from USA Concrete, Foley, AL.
3. We purchase rebar direct from the Nucor Steel manufacturer in Birmingham, AL.
4. We purchase Florida Limestone rock from a mine in Florida. A local trucking company delivers it to our yard.



Manufacture:

1. Rebar is cut, bent and welded together.
2. Molds are cleaned and prepared.
3. Rebar is placed in the molds.
4. Concrete is placed in the molds.
5. Rocks are hand placed in the wet concrete.
6. Panels are placed in a jig, protruding rebar welded together, and the three corners are poured.
7. Reef units are allowed to dry for two weeks before moving to the loading area.
8. This method of manufacture has been in place since 1996 and proven to be efficient and reliable.



Schedule of Operations :

Loading:

1. Reef units are moved to the loading area next to the M/V MARANATHA II.

2. Reef units are lifted onto our vessel via the 85-ton onboard crane.

3. The MARANATHA II can carry up to 84 Florida Limestone reefs units at a time.

4. The reefs are loaded onto predetermined spots painted onto the deck.

Reef units are stacked onto each other up to 3 high

4. The deck is lined with wooden boards to provide sufficient friction between the reef and the deck to prevent movement during rolling motions of the vessel.

5. Once the vessel is loaded and the reefs secured, an inspection is made for damage during loading to the reef units. If any is found the reef unit will be replaced.

6. Numbers are painted onto the reef units with an approved paint to identify the reef to comply with "Liquidated Damages", Page 7 of the RFP.



Available Deployment Resources:

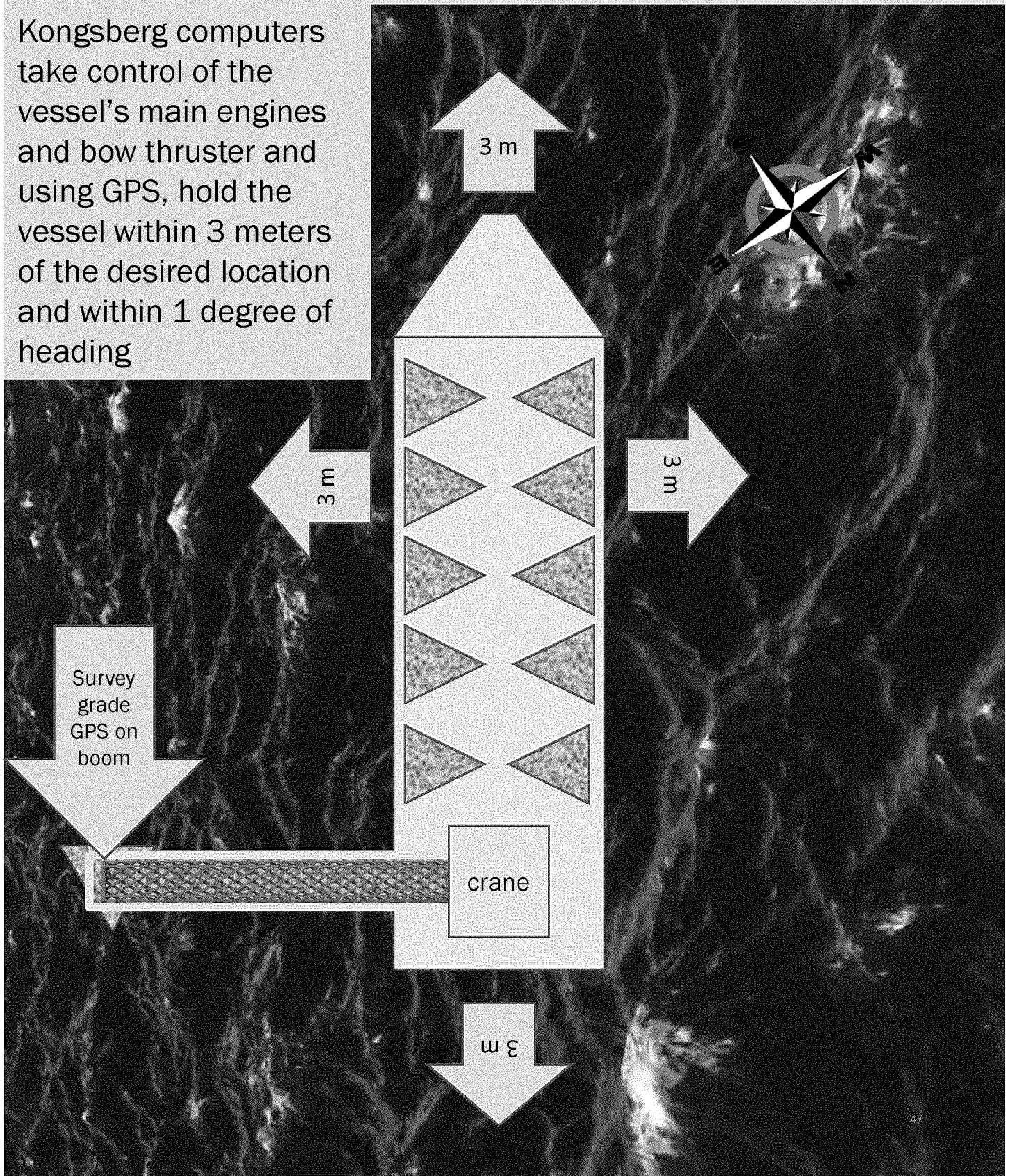
Anchoring & Deployment Pattern:

1. Walter Marine will depart the dock at a time to arrive onsite at the selected time Okaloosa County officials picked.
2. Transit time is 7 hours, dock to site.
3. Once on site, the deployment vessel M/V MARANATHA II will engage it's Dynamic Positioning System.
4. In coordination with Okaloosa County officials, a deployment pattern will be designed and loaded into the onboard computer.
5. The Dynamic positioning System will hold the vessel within 2 meters of the GPS coordinates facing the waves to minimize rolling action. This increases the safety of the crew, prevents damage to the reef units during deployment and increases accuracy.



Deployment Capability: M/V MARANATHA II Dynamic Positioning

Kongsberg computers take control of the vessel's main engines and bow thruster and using GPS, hold the vessel within 3 meters of the desired location and within 1 degree of heading



Deployment Plan

6. The reef units will be attached to the crane, lifted and swung over the side. Stewart Walter will direct the crane operator to position the reef over the exact GPS coordinate using a computer program designed for that purpose.

7. The computer program is connected to a survey grade GPS unit mounted on the crane boom directly over the reef unit.

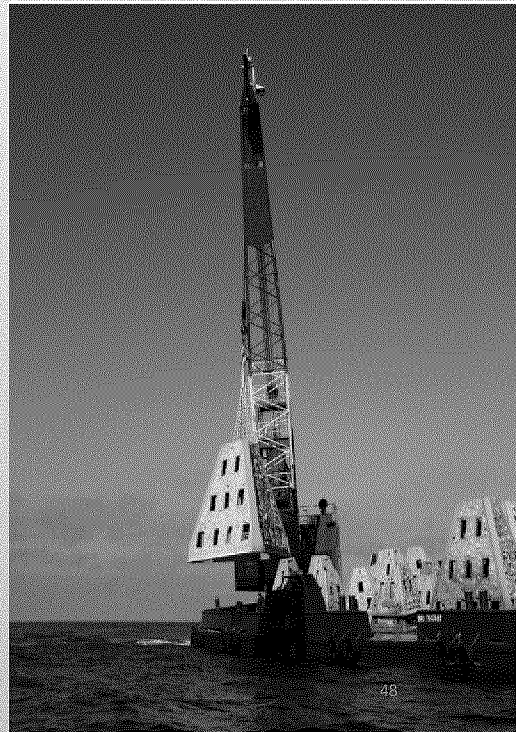
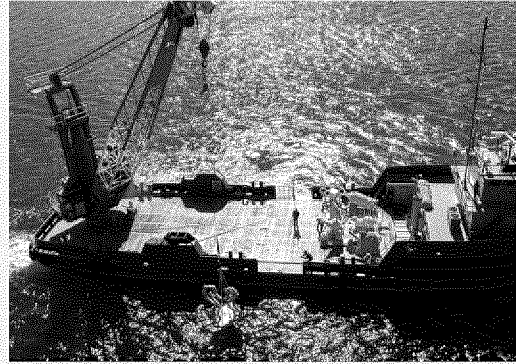
8. This guarantees placement within 2 meters on the bottom of the desired GPS position.

9. Patterns of deployment of any size and shape can be accomplished using this system's incredible accuracy.

Coordination:

1. Coordination with Okaloosa County officials will be made to select a suitable weather day and time for deployment.

2. Satellite phone will provide any necessary communication to Okaloosa County officials while in transit at sea and out of range of radio or cell phones. VHF radio channels will be selected before departure to communicate with Okaloosa County officials onsite.



Available Deployment Resources

Staging Area

22605 Andrews Lane, Orange Beach, Alabama. Officials are welcome anytime to inspect reef units and equipment.

Vessel Specifications:

- M/V MARANATHA II
- 160' X 39' Offshore supply vessel refitted in 2017 for deploying artificial reefs.
- Dry-dock: April 2023, Coast Guard "Certificated" I Class, as required to deploy artificial reefs.
- 3000 hp twin engine with towing capability.
- Kongsberg Dynamic Positioning System able to hold position while deploying.
- 85-ton crane
- Survey Grade GPS unit mounted to the crane boom for pinpoint accuracy in placing the reef units.
- 2 Furuno Radars
- Nobeltec Electronic Charting – for accurately recording reef placements. Also Linked to ComNav AIS Collision Avoidance
- Kongsberg Auto Pilot
- Kongsberg weather Station
- 12 Knots



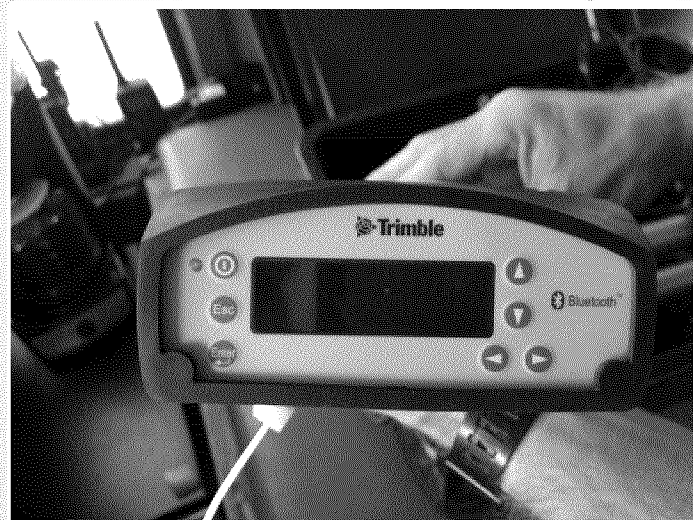
Available Deployment Resources:

Vessel Specs continued:

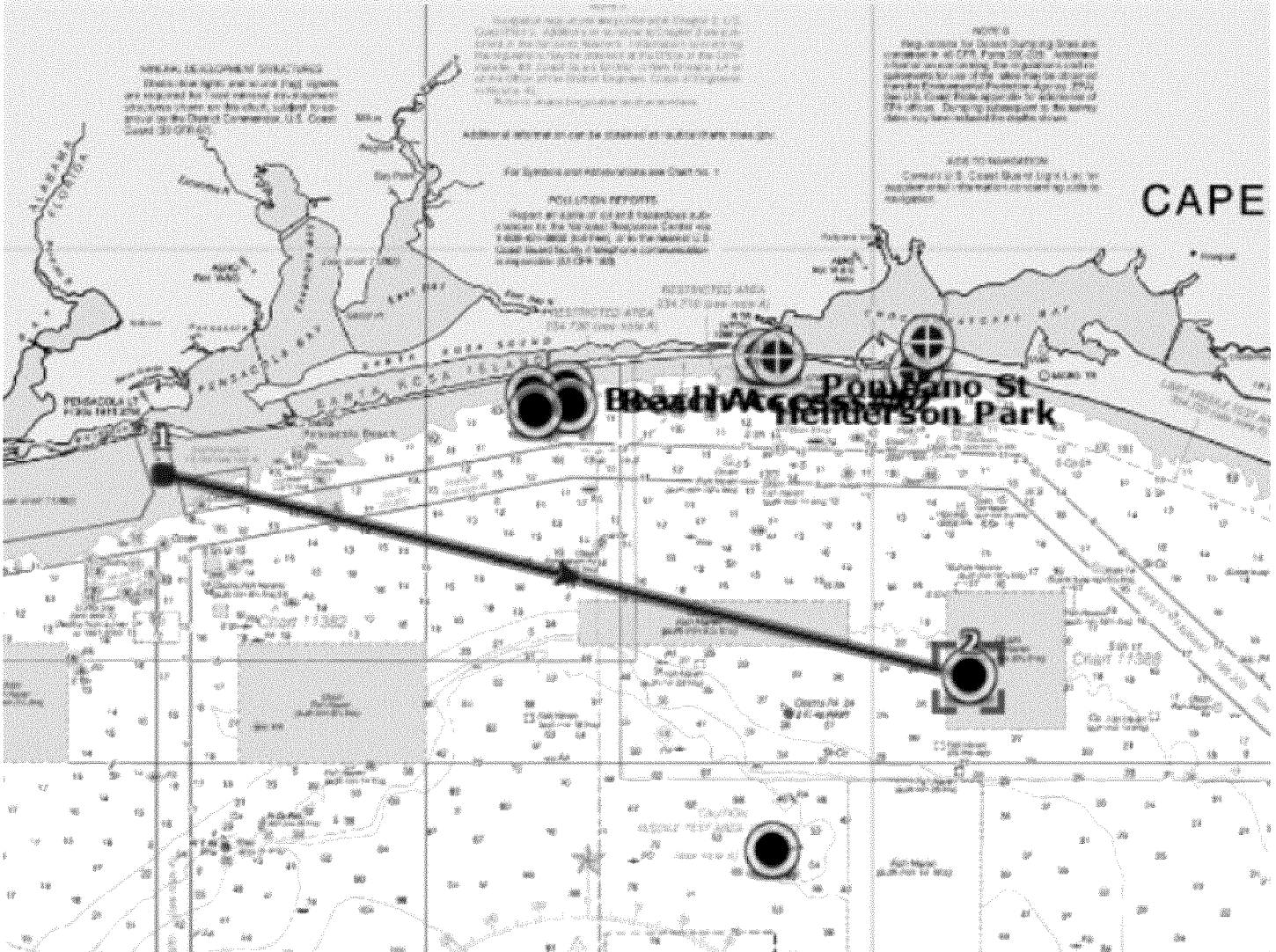
- 250 KW generator capacity
- 2400 sq. feet of deck space
- 350 tons deck-load capacity
- 13,000 gallons potable water
- 25,000 gallons fuel

GPS

- Survey Grade GPS on the end of the crane boom assures accurate placement.
- Trimble SPS351 receiver
- Trimble SPS MSK antenna
- Displayed on Nobeltec
- Navigation Program for pinpoint accuracy.



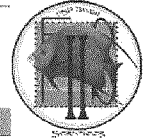
Route



Transit Time:

Loading Site to Pensacola Pass	3 hours
Pensacola Pass to Deployment site	4 hours
TOTAL TRANSIT TIME =	7 hours

FISH HAVEN SERVICES



MARINE REEF CONSULTING

7/1/2016

To whom it may concern:

My name is Bill Horn. I am a retired, Marine Fisheries Biologist IV who worked for 21 years with the Florida artificial reef program, which is currently under the Division of Marine Fisheries Management within the Florida Fish and Wildlife Conservation Commission. During those years, I managed many artificial reef funding contract agreements with local governments, who in turn have contracted through a competitive contracting process, with Walter Marine for the deployment of many types of prefabricated concrete, rock and steel artificial reef units.

The Florida Limestone Reef unit constructed and deployed by Walter Marine is the one of most commonly used reef units in the state. Local governments and others in Florida have constructed at least 198 patch reefs consisting of a total of 555 Florida Limestone Reef units off Florida since April 25, 2006 (FWC Public Reef Deployment database-10/30/2014). As contract manger, I was on site for many of these reef deployment operations without incident.

I have personally performed 14 scientific dive assessments on these types of reef units around Florida and have not observed any structural failure of these reef units on the bottom. Overall, I have observed a total of 34 species of fish on these units in Florida, including recreationally important species like red snapper, gag grouper, gray triggerfish, vermilion snapper, and greater amberjack.

During three days in July and August of 2015, I observed the deployment of 58 piling mounted snorkel reefs on behalf of Walton County, off Grayton Beach, Florida in 12 to 20 feet of water. The reef deployments were completed successfully and very professionally, with no problems and extremely good accuracy for a very complex artificial reef shaped like a turtle from above. A dive assessment the day after the first deployments showed all reef units upright, functioning well as artificial reefs.

I have found the Florida Limestone Reef and the piling mounted snorkel reef units unit to be very stable, very durable and perform very well as valuable habitat for many marine reef fish species. Based on my experience I feel these artificial reef units are unique in the way they are constructed, their design and overall characteristics. I feel they perform exceedingly well in providing long term habitat for marine fish and invertebrates. Contact me at the phone number and address below if you have any additional questions from me about these reef units.

SINCERELY,

WILLIAM HORN
FISH HAVEN SERVICES, LLC
3216 LAKESHORE DRIVE
TALLAHASSEE, FLORIDA 32312
850-566-6176

June 7, 2016

SUBJECT: Historical Observations of Walter Marine Modules and Company Performance

To whom it may concern:

My name is Jon W. Dodrill. I formally retired December 31, 2015 after 33 years of service with the state of Florida working as a biologist for the Florida Department of Natural Resources which later became the Department of Environmental Protection (DEP). In 1994 as an Environmental Administrator, I assumed responsibility for Florida's State Artificial Reef Program which functioned in part to provide federal Sport Fish Restoration dollars and state saltwater fishing license revenue funding in the form of competitive grants to local coastal governments, qualified 501(c)(3) nonprofit organizations, and state universities. The grant funding was utilized for the purpose of constructing and monitoring artificial reefs in Florida's Gulf and Atlantic coast state and adjacent coastal federal waters to provide fishing and diving locations as well as enhancing hard bottom habitat. In 1999 this highly successful and popular state artificial reef program which originated in 1980 as a close working partnership between the state and local coastal governments moved to the constitutionally created Florida Fish and Wildlife Conservation Commission. I continued work there until my retirement in the Division of Marine Fisheries Management as a Biological Administrator, continuing to manage the State's Artificial Reef Program with the assistance of two Marine Fisheries Biologist IVs, long time employees who also served as artificial reef project contract managers. Over the years we administered hundreds of individual reef contracts for artificial reef construction ranging from \$25,000 to \$1,000,000 with larger artificial reef contracts currently pending through the British Petroleum funded Deepwater Horizon Oil Spill Natural Resource Damage Assessment program.

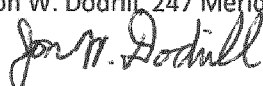
Walter Marine

I have professionally known Mr. David Walter of Walter Marine, Orange Beach Alabama, for at least fifteen years. Mr. Walter was one of the marine contractors who played a key role in assisting the state of Florida and its local coastal governments through the design and development of high quality artificial reef modules such as the concrete, rock and steel Florida Limestone Tetrahedron Reef unit. Hundreds of these units have been accurately placed off Florida alone as well as off other coastal states like Alabama. This Florida Limestone Reef design as well as others produced by Walter Marine that focused on fisheries habitat requirements, stability, durability and were environmentally friendly provided a critical alternative to some of the lesser quality materials of opportunity historically used early on in artificial reef construction. Walter Marine helped the state make an important transition away from light weight artificial reef materials of opportunity such as thin gauge metal materials, fiberglass objects, plastics, rubber, and other materials no longer considered to be environmentally friendly or not having the stability or durability to remain intact and in place or able to resist substantial burial at the depth placed during a hurricane event.

Mr. Walter is sensitive to the needs of the state artificial reef program, county reef managers, recreational fishers and divers as well as environmental requirements. He has designed and modified his modules over the years to meet these needs while both noting reef fish and benthic organism habitat requirements, stability and durability considerations and taking into account research results from artificial reef ecological studies.

In the ten years that the Walter Florida Limestone Reef modules have been in place in Florida, I have personally neither observed nor heard of structural failure of these units. Although no major hurricane has made landfall in Florida since 2006 (as of 2015), hurricanes and tropical storms have passed offshore in the Gulf and have generated seas up to 20 feet in the vicinity of some of the offshore Florida Limestone modules deployed at a depth of 90-130 feet. These Florida Limestone Reef modules remained intact and in place at the depth placed.

From my personal experience in interactions with Mr. Walter, his son Captain Stewart Walter and other Walter Marine vessel crew and construction personnel, Walter Marine is a highly professional company with the expertise, material resources, and a work ethic that consistently accomplishes artificial reef construction projects in a timely manner and to the satisfaction of both the state artificial reef program providing the funding and to the local coastal governments hiring the contractors. —Jon W. Dodrill, 247 Meridianna Drive, Tallahassee, FL 32312; cell ph. 850.766.7679.





DEVELOPMENT SERVICES DEPARTMENT
PLANNING AND ZONING DIVISION
840 West 11th Street, Room 2350
Panama City, FL 32401
Phone: (850) 248-8250
Fax: (850) 248-8267

BOARD OF COUNTY
COMMISSIONERS

www.baycountyfl.gov

November 4, 2014

To whom it may concern,

POST OFFICE BOX 1818
PANAMA CITY, FL 32402

COMMISSIONERS:

MIKE NELSON
DISTRICT I

GEORGE B. GAINER
DISTRICT II

WILLIAM T. DOZIER
DISTRICT III

GUY M. TUNNELL
DISTRICT IV

MIKE THOMAS
DISTRICT V

EDWIN L. SMITH
COUNTY MANAGER

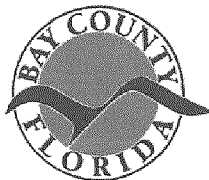
The County Commissioners of Bay County, Florida have purchased Walter Marine's limestone reefs for artificial reef construction projects. Over the years a program has been developed that requires the permitting of selected materials deployed in local waters. The artificial reef coordinator will oversee proposals and recommend the purchase of manufactured artificial reef modules such as Walter Marine's limestone reefs that fulfill the required specifications.

Walter Marine has designed and developed a unique and superior artificial reef module. See picture attached. The wide base and weight of the structure provides structure stability for many years. This increases the project life and creates an underwater landmark for marine organisms. The limestone imbedded in the concrete is ideal for plants and animals to attach. The limestone is softer than concrete and therefore allows boring organisms to colonize faster. The artificial reef develops in months and becomes productive quickly.

Monitoring and producing dive surveys on the Walter Marine limestone reefs have documented and guaranteed a return on the investment. The successful projects have confirmed the artificial reef modules provide essential marine life habitat.

In planning projects we also look at the way Artificial Reefs are fabricated and deployed. Walter Marine has a custom built deployment vessel named the Maranatha. This vessel is equipped with a crane that will rotate 360 degrees and can load and deploy reefs in an identified location. Stacking artificial reefs on board increases the number of modules per load and therefore reduces project costs.

The three items mentioned in this letter that is only found with the Walter Marine limestone reef are; the limestone imbedded in the concrete, the stackable pyramid size and shape with a large base for stability, the custom built Maranatha designed specifically to deploy more stackable artificial reef modules per load.



**BOARD OF COUNTY
COMMISSIONERS**

www.baycountyfl.gov

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PANAMA CITY, FL 32402

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MIKE THOMAS
DISTRICT V

EDWIN L. SMITH
COUNTY MANAGER

Walter Marine is the leader in the Artificial Reef Industry. The Walter Marine limestone reef is the "State of the Art". Their project evaluation scores are higher than other manufactures and dominate the field of bid proposals. This unique artificial reef module design and deployment is better than the rest. The successful projects in Bay County, Florida have earned support for this positive recommendation.

Sincerely,

Allen Golden, P.E.
Florida P.E. Lic. No. 66287
Alabama P.E. Lic. No. 25079
Artificial Reef Coordinator
Development Review Engineer
Planning and Zoning Division
840 W. 11th Street Room 2350
Panama City, FL 32401
E-Mail: agolden@baycountyfl.gov
Office: (850) 248-8250
Fax: (850) 248-8267



Robert J. Bentley
GOVERNOR

N. Gunter Guy, Jr.
COMMISSIONER

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
MARINE RESOURCES DIVISION

POST OFFICE DRAWER 458
GULF SHORES, ALABAMA 36547
TEL (251) 968-7576
FAX (251) 968-7307
anrdgs@gulfel.com

Our mission is to manage the State's marine fishery resources through research, enforcement, and education for the maximum benefit of the resources and the citizens of Alabama.



Christopher M. Blankenship
Acting Director
MARINE RESOURCES DIVISION

11 April 2011

To whom it may concern,

Mr. David Walter of Reefmaker, Inc. has been awarded several contracts from the Department of Conservation and Natural Resources / Marine Resources Division to construct and deploy artificial reef structures in the Gulf of Mexico to serve as public fishing reefs. Mr. Walter and his staff professionally completed the job tasks outlined in these contracts providing a quality product in a timely manner. If Mr. Walter were to submit a bid for any future projects it would be received without any misgivings.

If you require additional information please feel free to contact me.

Sincerely,

Kevin Anson
Chief Biologist



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

64 NORTH UNION STREET, SUITE 479
MONTGOMERY, ALABAMA 36130
(334) 242-3476
FAX (334) 242-0289
www.outdooralabama.com

October 29, 2014

ROBERT BENTLEY
GOVERNOR

N. GUNTER GUY, JR.
COMMISSIONER

CURTIS JONES
DEPUTY COMMISSIONER

TERRY N. BOYD, CHIEF
ENGINEERING SECTION

To whom it may concern,

My name is Terry N. Boyd and I am the Chief Engineer for the Alabama Department of Conservation & Natural Resources. I make all decisions along with our Marine Biologist for the State of Alabama regarding selecting artificial reefs for deployment in state controlled water ways and bodies of water.

I have in the past, in my official capacity, selected Walter Marine's limestone reefs (photo of which is attached as Exhibit A) for deployment in the Gulf of Mexico, under State of Alabama construction contracts. The reason we selected the Walter Marine limestone reefs is because of the unique construction of the reefs and how they attract fish. Specifically, we selected the Walter Marine limestone reefs because they are constructed of a sturdy base, with a large footprint. Strong concrete frame disposed on the base, concrete walls disposed on the frame and including limestone embedded in the walls. The walls disposed on the base provide a hollow interior that attracts fish and other marine life. The limestone in the walls protrude from the walls and provide ample area for boring marine life to bore into. All of these characteristics provide an artificial reef that attracts fish and fulfills our mission – promoting marine life.

I would recommend Walter Marine's limestone reefs to anyone that seeks to promote marine life. I am available to answer any questions you may have about these reefs.

Sincerely,

Terry N. Boyd, PE, PLS
Chief of Engineering

Attachment "B"
Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS FOR WATERCRAFT LIABILITY

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

WATERCRAFT LIABILITY INSURANCE

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

INSURANCE LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence

		for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4.	Watercraft Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers’ Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days’ prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

Civil Rights Clauses Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Attachment “D”

Vendors on Scrutinized List Form

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

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

DATE: 7/5/2023

SIGNATURE: 

COMPANY: WALTER MARINE

NAME: DAVID WALTER

(Type or Print)

ADDRESS: PO Box 998

ORANGE BEACH, AL 36561

TITLE: OWNER

E-MAIL: DAVID@REEFMAKER.COM

PHONE NO.: 251-979-2200



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2023

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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: Carlyn Bridges PHONE (A/C, No, Ext): 251-473-4600 E-MAIL ADDRESS: cbridges@higginbotham.net	FAX (A/C, No): 251-450-0032
	INSURER(S) AFFORDING COVERAGE	
INSURED David Walter dba Walter Marine P. O. Box 998 Orange Beach AL 36561	License#: 2081754 DAVIWAL-04	NAIC # 28932 16691
INSURER A: Markel American Insurance Company		INSURER B: Great American Insurance Company
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1613226255

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 INSD	SUBR 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 <input checked="" type="checkbox"/> BI/PD Ded: 2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			9CC827313	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	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) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	P&I / Jones Act Coverage (2 Crew) Pollution Liability			9CC827313 V-18911-23	6/1/2023 6/6/2023	6/1/2024 6/6/2024	\$2,500 Deduct. Included in Liab. \$5,000,000 per Occ

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Classification Limitation: Manufacture & Placement of Artificial Reefs and non-emergency vessel assistance.

General Liability includes the certificate holder as an additional insured as it pertains to the ongoing operations of the named insured and as required by written contract and subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County BCC
 5479A Old Bethel Road
 Crestview FL 32536
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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