

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/1/2019

Contract/Lease Control #: C19-2773-TDD

Procurement#: RFP TDD 79-18

Contract/Lease Type: CONTRACT

Award To/Lessee: WALTER MARINE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/15/2019

Expiration Date: 08/31/2019

Description of Contract/Lease: ARTIFICIAL REEF PROJECT: TYPE B LARGE TETRAHEDRON

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: Finance Department Contracts & Grants Office

NOTICE TO PROCEED

**TO: Walter Marine
P.O. Box 998
Orange Beach, FL 36561**

PROJECT: Artificial Reef Project: Module Type B: Large Tetrahedron

DESCRIPTION: RFP TDD 79-18, Contract C19-2773-TDD

You are hereby notified you are able to commence WORK in accordance with the Agreement dated January 15, 2019. The work shall be completed by August 31, 2019.

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **OWNER:** Okaloosa County Purchasing, Attention: DeRita Mason, 5479A Old Bethel Road, Crestview, FL 32536, within 15 days from the date this **NOTICE TO PROCEED** is fully executed.

Dated this 31st day of JANUARY, 2019

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
OWNER

BY: [Signature]
Greg Kisela, Deputy County Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Date of Commencement of Work: MARCH 1, 2019

WALTER MARINE
Company Name

This the 4th day of FEBRUARY, 2019

[Signature]
Signature

By: DAVID WALTER OWNER
Type or Print Name/Title

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

Procurement/Contract/Lease Number: RFP TDD TA-18 Tracking Number: _____
Procurement/Contractor/Lessee Name: Water Marine Grant Funded: YES NO _____
Purpose: contract
Date/Term: August 31, 2019
Amount: 11,250 per reef
Department: TDD
Dept. Monitor Name: Adams

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
Water Marine Date: 1-4-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: FWC 15155
Danielle Garcia Date: 1.7.19
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 1-4-19
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 1-4-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

Client#: 26207

WALMA4

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/14/2018

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 any rights to the certificate holder in lieu of such endorsement(s):

PRODUCER: Lyon Fry Cadden Ins Agency Inc, P. O. Box 160927, (251) 473-4600, Mobile, AL 36616. CONTACT NAME: Becky Ward, PHONE (A/C, No, Ext): 251 473-4600, FAX (A/C, No): 251-450-0032, E-MAIL ADDRESS: bwad@lyonfrycadden.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Market American Insurance Company, NAIC #: 28932. INSURED: David Walter dba: Walter Marine, P. O. Box 998, Orange Beach, AL 36561.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and P&I Coverage.

RECEIVED AUG 17 2018 BY: POACH

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. General Liability includes Certificate Holder as an Additional Insured as respects the ongoing operations of the named Insured and as required by written contract subject to policy terms and conditions.

C18-2708-TOP

CERTIFICATE HOLDER: Okaloosa County, 5479A Old Bethel Road, Crestview, FL 32536. CANCELLATION: 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: Gaylord C. Lyon, Jr.

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, January 04, 2019 8:35 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Contract with Walter Marine

This is approved.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
REGISTERED ATTORNEYS

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

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, January 4, 2019 9:17 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: Contract with Walter Marine

Kerry,

Here is the second one for the artificial reef contract.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road



Board of County Commissioners Purchasing Department

State of Florida

Date: November 30, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFP TDD 79-18

Okaloosa County Offshore Artificial Reef Construction Project Module Type B: Large Tetrahedron

The Tourist Development Department would like to thank all businesses which submitted responses to the Okaloosa County Offshore Artificial Reef Construction Project Module Type B: Large Tetrahedron. (RFP TDD 79-18)

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
P.O. Box 998
Orange Beach, FL 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 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

Jeffrey Hyde
Purchasing Manager

DeRita Mason

From: Mille, Keith <keith.mille@MyFWC.com>
Sent: Wednesday, November 21, 2018 5:59 PM
To: Alex Fogg; Resko, Devin
Cc: Kittle, Christine; DeRita Mason
Subject: RE: NRDA Artificial Reef Proposal Opening Results?

Hello Alex and DeRita.

We have completed review of the responses transmitted to FWC via DropBox yesterday (11/20/2018).

From the 10/30/2018 email from Okaloosa County Procurement Officer, DeRita Mason, we acknowledge that following public advertisement via the County's RFP advertisement system (advertised 9/24/2018, RFP Opening 10/30/2018), a single response was received for each of the three RFPs, all from Walter Marine. No other vendors submitted proposals. And we acknowledge from the below emails that Okaloosa County proposes to proceed with an intent to award to Walter Marine.

The technical specifications (module specs, equipment, and schedule of operations) submitted by Walter Marine for all three RFPs all meet the minimum standards required by FWC Grant FWC-15155.

Review of the unit costs submitted by Walter Marine are about average from similar projects (not the lowest, and not the highest). Interestingly, as we have seen with other similar large projects, despite the large scale of this project (over \$1M) there does not appear to be an economy of scale. Cost break-downs submitted by Walter Marine are as follows:

Module A (RFP TDD 70-18), small tetrahedron: \$1,807.58 per unit. **343 units, total \$619,999.94**

Module B (RFP TDD 79-18), large tetrahedron: \$11,250 per unit with inserts (8 units, subtotal \$90,000); \$10,000 per unit no inserts (9 units, subtotal \$90,000). **17 units, total 180,000**

Module C (RFP TDD 80-18), ledge and disc: \$2,306.12 per unit. **98 units, total \$225,999.76**

Grand total: 458 units, Grand Total: \$1,025,999.70

Therefore, in consideration of the above review, we have no objection to Okaloosa County proceeding with the intent to award to Walter Marine for the above referenced RFPs.

Please provide me with a copy of the notice of intent to award letter, a copy of the signed subcontracts with Walter Marine once executed, and please keep us informed of the anticipated deployment schedule.

Let me know if you have any questions, or if you need any additional information. We look forward to the construction phase of this portion of the project.

Regards,

Keith

Keith Mille, Biological Administrator II
Division of Marine Fisheries Management - Artificial Reef Program
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street, Box 4B2



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. [Log In](#)

[Login.gov FAQs](#)

- ⚠ ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.
- ⚠ ALERT - There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.

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|---|---|
| <p>Entity Dashboard</p> <ul style="list-style-type: none"> Entity Overview Entity Registration <ul style="list-style-type: none"> Core Data Assertions Reps & Certs POCs Exclusions <ul style="list-style-type: none"> Active Exclusions Inactive Exclusions Excluded Family Members <p>RETURN TO SEARCH</p> | <p>Walter, David DUNS: 929873602 CAGE Code: 1LDR2 Status: Active Expiration Date: 12/13/2019 Purpose of Registration: All Awards</p> <p>22605 Andrews Ln Orange Beach, AL, 36561-8803, UNITED STATES</p> <hr/> <p>Entity Overview</p> <div style="border: 1px solid black; padding: 5px;"> <p>Entity Registration Summary</p> <p>Name: Walter, David Doing Business As: Walter Marine Business Type: Business or Organization Last Updated By: David Walter Registration Status: Active Activation Date: 12/13/2018 Expiration Date: 12/13/2019</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p>Exclusion Summary</p> <p>Active Exclusion Records? No</p> </div> |
|---|---|



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WWW4

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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

CONTRACT#: C19-2773-TDD
WALTER MARINE
ARTIFICIAL REEF PROJECT: TYPE B
LARGE TETRAHEDRON
EXPIRES: 08/31/2019

CONTRACT
For RFP TDD 79-18
OKALOOSA COUNTY OFFSHORE ARTIFICIAL REEF CONSTRUCTION-MODULE
B: LARGE TETRAHEDRON

This Contract executed and entered into this 15th day of January, 2019, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Walter Marine (hereinafter the "Contractor"), certified to conduct business in the State of Florida, whose principal address is P.O. Box 998, Orange Beach, AL 36561, states as follows:

WITNESSETH:

WHEREAS, the County through an Request for Proposals & Respondent's Acknowledgement solicited for an Okaloosa County Offshore Artificial Reef Construction Project-Module B: Large Tetrahedron; and

WHEREAS, after due review of all responses, Walter Marine has been selected for the Okaloosa County Offshore Artificial Reef Construction Project-Large Tetrahedron; and

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

NOW, THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

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

1. Exhibit "A", Request for Proposals & Respondent's Acknowledgement solicited for an **Okaloosa County Offshore Artificial Reef Construction Project-Module B: Large Tetrahedron**; date of opening October 24, 2018 and any addendums thereto.
2. Exhibit "B", Standard Contract Clauses, attached hereto and made a part of the contract.

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

II. Scope of Work

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

III. Payment

The Contractor will be paid for the services provided in accordance with the terms and conditions of this contract. The contractor will be paid \$11,250 per each module installed.

IV. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date nor prior to a written Notice to Proceed from the Owner. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Construction activity (material loading, transport, and offshore deployment) and removal of all equipment from the staging and work areas shall be fully completed and ready for final acceptance by the County by July 31, 2019. Additionally, the Contractor shall complete all construction and demobilization activities within 60 calendar days of work commencement, or by July 31, 2019, whichever occurs first. Work is permitted seven (7) days a week during daylight hours only (sunrise to sunset) or as restricted by the specific staging area.

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

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

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

E. The terms of Contract with respect to payments and final settlement shall apply as between Owner and Contractor, except as herein modified. Payment for patch reef construction shall be due Contractor within 25 (twenty-five) calendar days from receipt of Contractor's invoice.

Should the schedule of work extend beyond 30 (thirty) calendar days, Contractor shall submit a partial pay estimate for the work completed through the 25th day of the month. Payment shall be construed as an acceptance of work and as an acknowledgment that Contractor has completed his work.

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

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

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

V. Invoice Requirements

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

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

VI. Duration of Contract and Termination of the Contract

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

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

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

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

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

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

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

VII. Remedies

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

VIII. Intent of Contract Documents

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

IX. Investigation

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

X. Notice

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

The authorized representatives of the County shall be:

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

The authorized representative for Walter Marine shall be:

David Walter, Owner
P.O. Box 998
Orange Beach, AL 36561
Phone: 251-979-2200
Fax: 251-967-2022
Email: reefmaker@gulftel.com

Courtesy copy to:

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

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

XI. Governing Law & Venue

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

XII Public Records

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

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

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

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

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

XIII. Audit

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

XIV. Assignment

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

XV. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

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

XVI. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract

shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XVII. Independent Contractor

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

XIII. Third Party Beneficiaries

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

XIX. Indemnification and Hold Harmless

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

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

XX. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of Walter Marine represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Walter Marine's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XXI. Subcontracting

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

XXII. Insurance

CONTRACTORS INSURANCE

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

subsidiary company involved in the project must be named in the Workers' Compensation coverage.

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

WORKERS' COMPENSATION INSURANCE

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

BUSINESS AUTOMOBILE LIABILITY

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

WATERCRAFT LIABILITY INSURANCE

1. The Contractor shall carry other Watercraft Liability insurance against all other Bodily Injury, Property Damage exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits

of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. Contractor shall agree to keep in continuous force Watercraft Liability coverage for the length of the contract.

LIMITS OF LIABILITY

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

| | <u>LIMIT</u> |
|--------------------------|--|
| 1. Worker's Compensation | |
| 1.) State | Statutory |
| 2.) Employer's Liability | \$500,000 each accident |
| 2. Business Automobile | \$1,000,000.00 each occurrence (A combined single limit) |
| 3. Watercraft Liability | \$1,000,000.00 each occurrence for Bodily Injury & Property Damage \$1,000,000.00 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

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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

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

UMBRELLA INSURANCE

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

XXIII. Taxes and Assessments

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

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

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

XXIV. Compliance with Laws

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

XXV. Supervision and Superintendents

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

XXVI. Protection of Work

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

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

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

XXVII. Emergencies

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

XXIII. Tests and Inspections

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

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

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

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

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

XXIV. Federal Regulations

The parties agree to comply with the Federal Regulations as set forth in Exhibit A, which is expressly incorporated herein as part of the Agreement.

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

Walter Marine

DAVID WALTER OWNER
Printed Name/Title

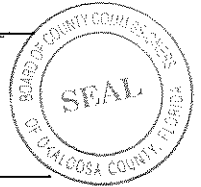
[Signature]
Signature

1/4/2019
Date:

OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman

1/15/19
Date:



ATTEST:

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

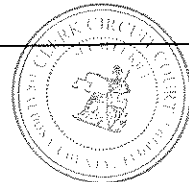


Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable

requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

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

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

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

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

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



ORIGINAL

REQUEST FOR Proposals (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
Okaloosa County Offshore Artificial Reef Construction Project
Module Type B: Large Tetrahedron

RFP NUMBER:
RFP TDD 79-18

ISSUE DATE: September 24, 2018 8:00 A.M. CST
NON MANDATORY PRE-PROPOSAL MEETING: October 9, 2018 10:00 P.M. CST
LAST DAY FOR QUESTIONS: October 12, 2018 3:00 P.M. CST
RFP OPENING DATE & TIME: October 24, 2018 3:00 P.M. CST

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

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

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

COMPANY NAME David Walter D/B/A Walter Marine UEI 929873602
MAILING ADDRESS PO Box 998
Orange Beach, AL 36561
CITY, STATE, ZIP _____
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 422-58-7980
TELEPHONE NUMBER: 251-979-2200 EXT: _____ FAX: 251-967-2022
EMAIL: reefmaker@gulftel.com

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

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME David Walter

TITLE: Owner DATE 10/24/18

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: 10/24/18

COMPANY: Walter Marine

ADDRESS: PO Box 998
Orange Beach, AL 36561

PHONE NO.: 251-979-2200

SIGNATURE: 

NAME: David Walter
(Typed or Printed)

TITLE: Owner

E-MAIL: reefmaker@gulftel.com

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: Walter Marine

BY (PRINTED): David Walter

BY (SIGNATURE): 

TITLE: Owner

ADDRESS: PO Box 998, Orange Beach, AL 36561

PHONE NO. 251-979-2200

E-MAIL reefmaker@gulftel.com

DATE 10/24/18

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

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

DATE: 10/24/18

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

CONE OF SILENCE

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


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

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director 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 24 day of October 2018 hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

Walter Marine

Respondent's Company Name



Authorized Signature – Manual

22605 Andrews Ln., Orange Beach, AL 36561

Physical Address

David Walter

Authorized Signature – Typed

PO Box 998, Orange Beach, AL 36561

Mailing Address

Owner

Title

251-979-2200

Phone Number

251-967-2022

FAX Number

251-979-2200

Cellular Number

251-9797-2200

After-Hours Number(s)

Date

10/24/18

reefmaker@gulftel.com

Email

COMPANY DATA

Respondent's Company Name: Walter Marine

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

251-979-2200

Contact Person (Typed-Printed): David Walter

Phone #: 251-979-2200

Cell #: 251-979-2200

Email: reefmaker@gulftel.com

Federal ID or SS #: 422-58-7980

Respondent's License #: State of Florida, Dept. of State
G02128900237

Respondent's DUNS #: 929873602

Fax #: 251-967-2022

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

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Offerors SAM information:

Entity Name: David Walter D/B/A Walter Marine

Entity Address: PO Box 998, Orange Beach, AL 36561

Duns Number: 929873602

CAGE Code: 1LDR2

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

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

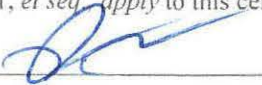
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

The Contractor, Walter Marine, 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

10/29/18 Date

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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

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

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

- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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

EXHIBIT C
GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

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

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

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

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

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

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

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

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

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

16. **Record Retention:**

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

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

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

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

19. **Safeguarding Personal Identifiable Information**

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

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

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

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

DATE: 10/24/18

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

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

Required for all contractors and subcontractors on procurement (vendor) contracts of \$100,000 or more, and for all contracts and grants with sub-recipients regardless of amount, when funded by a federal grant.

1. The undersigned hereby certifies 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 department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 24 day of OCTOBER, 2018

By: 
Authorized Signature/Contractor

Typed Name/Title **David Walter Owner**

Grantee Name/Contractor Name **Okaloosa County/Walter Marine**

Street Address **PO Box 998**

Building, Suite Number

City/State/Zip Code **Orange Beach, AL 36561**

Area Code/Telephone Number **251-979-2200**



6591 SW 45th St
Davie, FL 33314

TOWN OF DAVIE BUSINESS TAX RECEIPT

First-Class Mail
PRSR
U S Postage Paid
PDS

Name and Location of Business Tax Receipt

WALTER MARINE
4651 SW 74 TER

Davie, FL 33314

License Type: **Offices Desk Space No Stock**
Licensed For & Quantity: **Offices Desk Space No Stock 1**

| | | | |
|----------------------|-------------------------------------|------------------|----------------|
| License #: | 158 | Phone #: | (251) 979-2200 |
| Effective Date: | 10/1/2018 | Expiration Date: | 9/30/2019 |
| REFERENCE: | MAILING ADDRESS: | | |
| | TO: WALTER MARINE 4651 SW 74 TER | | |
| <u>Restrictions:</u> | DAVIE FL, 33314 | | |

David Walter Owner

Okaloosa County/Walter Marine

PO Box 998

Orange Beach, AL 36561

251-979-2200

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 39083
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

WALTER MARINE

ORANGE BEACH,AL 36561

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

H/RR-S: MARINE CONSTRUCTION

until July 31, 2019 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

16th day of October, 2018

147202

Marc H. O'Quinn

SECRETARY-TREASURER

Ally Walsh

CHAIRMAN

State of Florida

Department of State

I certify from the records of this office that WALTER MARINE is a Fictitious Name registered with the Department of State on May 8, 2002.

The Registration Number of this Fictitious Name is G02128900237.

I further certify that said Fictitious Name Registration is active.

I further certify that said Fictitious Name Registration filed a renewal on June 6, 2017, and expires on December 31, 2022.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Seventh day of June, 2017*

Ken DeFina

Secretary of State



Authentication ID: 100300043281-060717-G02128900237

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



ORIGINAL

WALTER MARINE
— ARTIFICIAL REEFS —

www.reefmaker.net
251-979-2200

Walter Marine offers the following reefs for consideration to
Okaloosa County
MODULE B
Large Tetrahedron
RFP TDD 70-18
OFFSHORE ARTIFICIAL REEF
CONSTRUCTION PROJECT



General Information:

Walter Marine

Branch Office:

4651 SW 74 Terrace Drive

Davie, FL 33314-3399

Main Office:

PO Box 998

22605 Andrews Lane

Orange Beach, AL 36561

251-979-2200

251-967-2022

www.reefmaker.com

Established 1968

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

Florida Secretary of State Fictitious Name - Doc. G02128900237

Florida Business License #158- Davie, Florida, Walter Marine

Alabama Marine Contractor License Unlimited 39083

Fully Licensed and Insured

Founded by David Walter in 1968 as vessel repair/shipyard. Walter Marine/Reefmaker started building artificial reefs in 1986 and became the first commercial artificial reef builder on the Gulf Coast. Walter Marine/Reefmaker's artificial reef business is the only full time artificial reef business exclusive to artificial reefs. It owns all of the equipment and vessels to operate without subcontractors. 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 and Mid Atlantic states. To date we have deployed over 45,000 artificial reefs. We hold 5 patents for artificial reefs with more pending. We have an active R&D department that continually experiments with new designs and uses for our products.

PERSONNEL:

Name: David Walter

- Owner and operator of Walter Marine since founded in 1968.
- Time in present position: 50 years
- Total years experience in marine operations: 55 years
- Veteran: United States Marine Corps 1966-1968, Disabled Vietnam Veteran, Honorably discharged.
- Faulkner State College 1969-1971
- Licensed pilot single engine seaplane
- Eighteen years as owner and operator of a shipyard
- 100 ton USCG license (expired)
- Thirty-two years experience as an artificial reef builder
- Licensed Marine Habitat Scientist

David spent the first 18 years as owner of a yacht repair facility. In 1986, he began building private artificial reefs for local fishermen using materials of opportunity. In 1995, he designed his first patented manufactured artificial reef.



Feedback from fishermen taught David what worked and what didn't. What stayed put after a storm event, what broke and what moved or buried. What material, size and shape produces which species. His previous business experience taught him how to manufacture a reef efficiently and how to refit a vessel for the sole purpose of building reefs. Walter Marine is not a marine construction or other business that decided to venture into artificial reef building as a side-line from another trade. Walter Marine has exclusively built artificial reefs since 1986, deploying to date, over 45,000 reefs in Texas, Louisiana, Mississippi, west & east coast of Florida and North Carolina.

PERSONNEL:

Name: Stewart Walter

- Current Manager of Walter Marine.
- Time in present position: 15 years
- Total years experience with Walter Marine: 27 years total experience with Walter Marine
- Auburn University 2005-2006
- Licensed 200 ton US Coast Guard Master
- Licensed Marine Habitat Scientist
- Walter Marine's Environmental, Quality Control, & Safety Officer

Stewart is a partner and second in command of the Walter Marine Company. He runs the day to day operation including, master of Walter Marine's vessels. He has extensive experience in crane operation, vessel handling, mechanical systems and electronic navigation devices. His personnel skills in choosing crew makes Walter Marine a very efficient company, as the accompanying letters indicate.



PERSONNEL:

Name: Wes Morgan
Owner: Wes Morgan Creative.
Produced, directed and wrote
for development of HD
television programming on
various National networks.
Wes Morgan is Walter Marine's
Producer for the TV series
Reefmaker.

Walter Marine official
photographer



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, vermillion 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.

Jon W. Dodrill



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

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

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,

A handwritten signature in blue ink that reads "Allen Golden".

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
amrdgs@gulftel.com



Christopher M. Blankenship
Acting Director
MARINE RESOURCES DIVISION

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.

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



WWW.MBARA.ORG

4 Nov 2014

FROM: Mexico Beach Artificial Reef Association, Inc.
P.O. Box 13006
Mexico Beach, FL 32410-3006

SUBJECT: Walter Marine Artificial Reef Products

To who it may concern,

My name is Robert L. Cox and I am the President of the Mexico Beach Artificial Reef Association in Mexico Beach, Florida. I have been managing our artificial reef program since 2009 and I plan artificial reef construction projects for the City of Mexico Beach and obtain funding for the projects. I'm also a research diver monitoring the condition and performance of our artificial reefs built by various manufactures in the Gulf of Mexico in permitted sites off the coast of Mexico Beach, FL.

Over the past 12 years, I've been involved with the planning and monitoring of our artificial reefs. When Walter Marine introduced their Florida Limestone Artificial Reef, we became interested and purchased their products because we believed they best emulated the components of natural reefs that consist of limestone substrates. We also learned from studies conducted by marine biologists that limestone is a better substrate because it's favorably softer than concrete and the PH of the limestone is better suited for the establishment and growth of marine organisms. Additionally, our reef monitoring program observations show that artificial reefs embedded with limestone are better at promoting natural marine growth over artificial reefs without embedded limestone. Therefore, over the past 5 years we have made the use of embedded limestone a standard requirement in all our artificial reef construction contracts. As a result, we have consistently selected and awarded our contracts to Walter Marine because no other artificial reef manufacturer has been able to meet our requirements for embedded limestone on the exterior of artificial reef structure surfaces.

I would recommend Walter Marine's limestone reefs to anyone that seeks to promote highly productive artificial reefs comparable to the natural limestone reefs. I am available to answer any questions you may have about these reefs.

Robert L. Cox, President
Mexico Beach Artificial Reef Association



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

A. Experience and Understanding



WALTER MARINE
—ARTIFICIAL REEFS—
www.reefmaker.net
251-979-2200

References/Qualifications:

Walter Marine

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

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

Patent holder No. 7513711 Artificial Marine Reef Inducement

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 2016 Walter Marine had deployed over 40,000 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 22 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 is a list of documented public reefs.

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

Escambia County, Florida:

June 15, 1990 completion date/on time

Funding - State of Florida

Purchase Order #09100. Contract with Escambia County Florida for turnkey project.

"Furnishing, cleaning (to all required agency specifications-Coast Guard, U. S. Army Corps of Engineers, Florida Department of Environmental Regulation, and Florida Department of Natural Resources) one LCM donated by Gulf Islands National Seashore and one 56' Tugboat "Heron". The LCM donated by Gulf Islands National Seashore was sunk at their dock.

Walter Marine raised the vessel without incident and towed it its facility. The Heron was located at Radcliff Material in Mobile, Alabama. It was purchased by Walter Marine, raised and towed to Walter Marine's facility. Both vessels were 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.
\$30,000

Escambia County, Florida:

1990

Funding - State of Florida

Contract with Escambia County, Florida for the preparation and deployment of the Tugboat "Phillip" (to all required agency specifications-Coast Guard, U. S. Army Corps of Engineers, Florida Department of Environmental Regulation, and Florida Department of Natural Resources). 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

State of Alabama

1990

Contract with Alabama Department of Conservation for the preparation and deployment of a US Coast Guard buoy tender. Tender was towed from Mobile, AL Coast Guard Base and cleaned to all required agency specifications-Coast Guard, U. S. Army Corps of Engineers, Florida Department of Environmental Regulation, and Florida Department of Natural Resources) and deployed without incident. This vessel was deployed by Walter Marine.

Contact: Craig Newton (Craig.Newton@dcnr.alabama.gov) Kevin Anson (Kevin.Anson@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P. O. Drawer 458, Gulf Shores, AL 36547

Payment in form of material/equipment removed from vessel

\$- Records lost in flood

1991

Escambia County, Florida:

January 1, 1991 completion date/on time

Funding - State of Florida

Purchase Order #03961. Contract with Escambia County Florida for turnkey project for deployment of tugboat "Born Again" and a FAA tower (to all required agency specifications-Coast Guard, U. S. Army Corps of Engineers, Florida Department of Environmental Regulation, and Florida Department of Natural Resources). This vessel was purchased cleaned, prepared and deployed by Walter.

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

Escambia County, Florida:

May 16, 1991 completion date/on time

Funding - State of Florida

Purchase Order #06358. Contract with Escambia County Florida for preparation, transportation and deployment of the dredge "Avocet" (to all required agency specifications-Coast Guard, U. S. Army Corps of Engineers, Florida Department of Environmental Regulation, and Florida Department of Natural Resources). 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.

\$55,000

1993

Escambia County, Florida:

April 23, 1993 completion date/on time

Funding - State of Florida

Purchase Order #5305. Contract with Escambia County Florida for the design, Manufacture, transportation, deployment and study of 12 experimental reef modules.

Deployed on time and regular dive reports were issued for 3 years.

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.

\$1,500

Escambia County, Florida:

1993

Funding - State of Florida

Purchased, cleaned & deployed 180' ship "Pete Tide"

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.
\$55,000

1995

U. S. Coast Guard:

June 1995 completion date/on time

Funding - United States Coast Guard

Contract #DTCG84-95-R-HYU469. Walter Marine worked as a subcontractor under Oil Recovery Company for the preparation, cleaning and deployment of a 3,000 ton vessel "Antares". This is one of the largest vessels deployed as an artificial reef in the Gulf of Mexico. This vessel was cleaned, prepared and deployed by Walter Marine.

Contact: Oil Recovery Company President Paul 251-432-4223

\$50,000

1999

U. S. Navy:

May 17, 1999 completion date/on time

Funding - United States Navy

Purchase Order #N61331-99-M-1860 and N61331-99-M-1862. Towing and disposal of two Navy Ships YDT-14 & YDT-15, Navy Base - Coastsysta Dahlgren in Panama City, Florida. Cleaned, prepared and deployed vessels in Escambia County's reef site.

Ed Delanoy at the Craft Office 850-234-5230 or Mr. Art Ducette, NDSTC Code 09, Naval Diving and Salvage Training Center, 350 Craig Rd., Panama City, FL 32407-7016.

\$28,000 plus equipment and material removed from vessels

2001

Military Sealift Command N00031-01-C-1005

February 2001 completion date/on time

Walter Marine ferried two Naval vessels, 131 ft. YTB tugs from Virginia to Guantanamo Bay, Cuba

Achille Broennimann 202-685-5965

\$150,000

Military Sealift Command N00031-01-C-1005

July 2001 completion date/on time

Walter Marine ferried naval vessel "C-Note" from Virginia to Roosevelt Roads, Puerto Rico

Achille Broennimann 202-685-5965

\$31,000

U. S. Army Corps of Engineers:

November 13, 2001 completion date/on time
Evans-Hamilton, Inc. Purchase Order # 6000-28-11. Remove and replace a wave action POD located Gulf of Mexico near Alabama Point. This project is ongoing and Walter Marine has provided this service three times since 11-13-2001. Contact Larry G. Caviness U. S. Army Corps of Engineer Research & Development Center, Vicksburg, Mississippi, 601-634-2338 \$5,000

2002**Florida Fish & Wildlife Conservation Commission:**

December 17, 2002 completion date/on time
FWC Contract #FWCC-02097. Designed, manufactured & deployed 227 artificial reefs as pictured below. Patent holder No. 6,824,327 B1 Artificial Reef Model: Florida Special "FSMR"
Contact: Keith Mille, Biological Administrator
Division of Marine Fisheries Management - Artificial Reef Program
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street, Box 4B2
Tallahassee, FL 32399-1600
web: <http://myfwc.com/conservation/saltwater/artificial-reefs/>
office: (850) 617-9633
mobile: (850) 509-2974
fax: (850) 487-4847
email: keith.mille@myfwc.com
\$ Record destroyed in flood

2003**Bay County, FL**

February 19, 2003 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
57 "Florida Specials"
Allen Golden
agolden@baycountyfl.gov
205-567-0173
\$ record destroyed in flood

Destin, Okaloosa County

March 24, 2003 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
56 "Florida Special" reefs
Contact Cindy Halsey, Board of County Commissioners

602C North Pearl St., Crestview, FL 32536 850-651-7394
\$ record destroyed in flood

Escambia County, Florida:

May 12, 2003 completion date/on time

Funding - State of Florida

Purchase Order #231562-1. Contract with Escambia County, Florida for the design, manufacture & deployment of 113 "Florida Special" artificial reefs.

Contact: Trey Goodman at the Parks and Recreation Department of Escambia for projects from 1990 to 1993. 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.

\$ record destroyed in flood

Taylor County, Florida

2002 & 2003 completion date/on time

Sub-contacted to ARI. Precision deployment of ARI reef units. Contact Clay Olsen at (850) 838-3508.

\$ record destroyed in flood

Organization for Artificial Reefs (OAR):

2003 Contracted to ARI. Precision deployment of ARI reef units. Contact Alan Richardson - (grouperboy@yahoo.comOAR)

2545 Blairstone Pines Drive Tallahassee, FL 32301
at (850) 656-2114.

\$ record destroyed in flood

2004

Destin, Okaloosa County, Florida

June 8, 2004 completion date/on time

Designed, manufactured & deployed

60 "Florida Special" reefs

Contact Cindy Halsey, Board of County Commissioners

602C North Pearl St., Crestview, FL 32536 850-651-7394

\$ record destroyed in flood

2005

Martin County, Florida

June, 2005 completion date/on time

Funding - State of Florida

Designed, manufactured & deployed

60 "Florida Specials. Contact: Kathy

Fitzpatrick, PE, Coastal Engineer, Martin County Engineering Department

2401 SE Monterey Rd., Stuart, FL 34996
\$ record destroyed in flood

Mexico Beach, FL

January 11, 2005 completion date/on time
Designed, manufactured & deployed
33 "Florida Special" reefs
Contact Robert Cox
rcox@mchsi.com
WWW.MBARA.ORG
\$ record destroyed in flood

Okaloosa County, Florida

June 2005 completion date/on time
Funding - State of Florida \$100,000 project
Okaloosa County Reef development Project 2004, "Starfish Artificial Reef"
Designed, manufactured & deployed 120 "Florida Special" artificial reefs
Contact Cindy Halsey, Board of County Commissioners
602C North Pearl St., Crestview, FL 32536 850-651-7394
\$ record destroyed in flood

2006

Escambia County, Florida

June 2006 completion date/on time
Funding - State of Florida
Contract # PD05-06.064
Designed, manufactured & deployed 20 "Florida Special" reefs. Contact Robert Turpin
Escambia County Reef Coordinator (robert_turpin@co.escambia.fl.us) 850-595-4395
\$ record destroyed in flood

State of Alabama

2004 – 2006 completion date/on time
Designed, manufactured & deployed 460 "Florida Specials". Contact: 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
\$ record destroyed in flood

Santa Rosa County, Florida

June 2006 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
30 "Florida Limestone" reefs
Contact Contact: Keith Mille, Biological Administrator
Division of Marine Fisheries Management - Artificial Reef Program

Florida Fish and Wildlife Conservation Commission
620 South Meridian Street, Box 4B2
Tallahassee, FL 32399-1600
web: <http://myfwc.com/conservation/saltwater/artificial-reefs/>
office: (850) 617-9633
mobile: (850) 509-2974
fax: (850) 487-4847
email: keith.mille@myfwc.com
\$ record destroyed in flood

City of Destin, Florida

June 2006 completion date/on time

Funding - State of Florida

RFP # P06-01A "Barnacle" Artificial Reef Project

Designed, manufactured & deployed 30 "Florida Special" reefs Contact Cindy Halsey 850-651-7394 or Scott 850-978-0009

\$ record destroyed in flood

Okaloosa County, Florida

September 2006 completion date/on time

Funding - State of Florida

Purchased, cleaned & deployed 129' Tugboat

Contact Cindy Halsey 850-651-7394 or Scott 850-978-0009

\$ record destroyed in flood

2007**Mexico Artificial Reef Program**

2007 completion date/on time

Funding - State of Florida

Designed, manufactured & deployed 75 Florida Limestone reef units

Mexico Artificial Reef Association

Contact Robert L. Cox Jr

rcox@mchsi.com

WWW.MSARA.ORG

\$ record destroyed in flood

Escambia County, Florida

April 2007 completion date/on time

Funding - State of Florida

Deployed approx. 200 tons of pipe + designed, manufactured & deployed 16 Florida Limestone reef units

Contact Robert Turpin Escambia County Reef Coordinator

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

\$ - record destroyed in flood

State of Mississippi

July, 2007 completion date/on time

Designed, manufactured & deployed 240 reef units (15 Florida Specials & 225 Florida Limestone)

Contact: 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

§ - record destroyed in flood

State of Alabama

2007 completion date/on time

Designed, manufactured & deployed (50 Florida Specials & 365 Florida Limestone)

Contact 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

§ - record destroyed in flood

State of Alabama

2007 completion date/on time

Designed, manufactured & deployed
(40 Florida Specials & 20 Florida Limestone)

Contact 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

§ - record destroyed in flood

Panama City, Bay County, FL - Organization of Artificial Reefs

2007 completion date/on time

Designed, manufactured & deployed

25 "Florida Limestone" reefs

Contact Alan Richardson - (grouperboy@yahoo.comOAR)
2545 Blairstone Pines Drive Tallahassee, FL 32301
at (850) 656-2114.

§ - record destroyed in flood

2008**State of Mississippi**

2008 completion date/on time

Designed, manufactured & deployed 60 Florida Limestone reef units

Contact 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

§ - record destroyed in flood

Escambia County, Florida

2008 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
30 Florida Limestone reef units
Contact Robert Turpin Escambia County Reef Coordinator
(robert_turpin@co.escambia.fl.us) 850-595-4395
\$ - record destroyed in flood

Mexico Beach Artificial Reef Association

2008 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
100+ Florida Special – Florida Limestone reef units
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
Mexico Beach Artificial Reef Association 850-819-2333
\$ - record destroyed in flood

2009**State of Mississippi**

2009 completion date/on time
Purchased, cleaned and deployed 85' Shrimp boat
Contact 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
Vessel was acquired by Walter Marine and cleaned to U.S. army Corps of Engineers/U.S.
Coast Guard specifications, towed to site in Gulf of Mexico and sunk. The vessel was
anchored and sunk offshore from Biloxi, MS.
\$25,000

City of Mexico Beach

June 2009 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
29 Florida special & 26 Grouper reefs
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
Mexico Beach Artificial Reef Association 850-819-2333
\$ - record destroyed in flood

Escambia County

June 2009 completion date/on time

Deployed residue of ARI reefs and designed, manufactured & deployed 3 Florida Limestone & 1 grouper reef

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

§ - record destroyed in flood

State of Alabama

June 2009 completion date/on time

Deployed 2 barge loads of concrete rubble from old Gulf State Park fishing pier

Contact Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson
(Kevin.Ans@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.

O. Drawer 458, Gulf Shores, AL 36547

§ - record destroyed in flood

State of Alabama

July 2009 completion date/on time

Designed, manufactured & deployed

12 Florida Limestone reefs next to new Gulf State Park Fishing Pier

Contact Craig Newton (Craig.Newton@dcnr.alabama.gov) or Kevin Anson
(Kevin.Ans@dcnr.alabama.gov) 251-968-7576, Alabama Department of Conservation, P.

O. Drawer 458, Gulf Shores, AL 36547

§ - record destroyed in flood

City of Gulf Breeze

September 1, 2009 completion date/on time

400 ft. EcoSystems Wave Barrier

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

\$201,000

2010

State of Alabama project:

March, 2010 completion date/on time

Manufactured 546 Wave Attenuator Devices – 13,000 lbs ea. and delivered to Bayou

LaBatre, AL

J & W Marine Enterprises, Inc.

Wayne Eldridge, President 251-751-4127

\$546,000

Mexico Beach Artificial Reef Association

September 28, 2010 completion date/on time

Funding - State of Florida

Designed, manufactured & deployed

1 Florida special, 18 Florida limestone & 3 EcoSystems on pedestals

Robert L. Cox Jr

rcox@mchsi.com

WWW.MBARA.ORG

Mexico Beach Artificial Reef Association (850) 647-6169

§-Record destroyed in flood

2011**Organization of Artificial Reefs**

May 3, 2011 completion date/on time

Designed, manufactured & deployed

15 Florida Special Artificial Reefs

Contact Alan Richardson - (grouperboy@yahoo.comOAR)

2545 Blairstone Pines Drive Tallahassee, FL 32301

at (850) 656-2114.

§-Record destroyed in flood

Mexico Beach Artificial Reef Association

May 5, 2011 completion date/on time

Funding - State of Florida

Designed, manufactured & deployed

22 Florida Limestone, 8 EcoSystems & 5 Grouper artificial reef units

Robert L. Cox Jr

rcox@mchsi.com

WWW.MBARA.ORG

Mexico Beach Artificial Reef Association (850) 647-6169

§-Record destroyed in flood

Florida Fish & Wildlife FWC 09/10-102

May 23, 2011 completion date/on time

Manufactured & deployed 1800 Artificial reefs. Designed and built a device to deploy 4 units at a time maintaining 6 inches clearance between.

Contact: Keith Mille, Biological Administrator

Division of Marine Fisheries Management - Artificial Reef Program

Florida Fish and Wildlife Conservation Commission

620 South Meridian Street, Box 4B2

Tallahassee, FL 32399-1600

web: <http://myfwc.com/conservation/saltwater/artificial-reefs/>

office: (850) 617-9633

mobile: (850) 509-2974

fax: (850) 487-4847

email: keith_mille@myfwc.com
 Bill Lindberg - WjLindberg@mail.ifas.ufl.edu
 352-392-9617 ext 239 & 352-871-5104
 Funding - State of Florida \$508,333.00 .

City of Gulf Breeze, Florida

June, 2011 completion date/on time
 Designed, manufactured & deployed
 Deadman's Island EcoSystems Living Wave Barrier
 Heather Reed
 Project Manager
 The City of Gulf Breeze Deadman's Island Restoration Project
 Ecological Consulting Services Inc
 38 S Blue Angel Parkway #346
 Pensacola FL 32506
 850-417-7008
 850-346-2073 (cell preferred)
 \$325,000

Texas Parks & Wildlife Department

Contract 802-11-13077
 April 15, 2011 to August 31, 2011 completion date/on time
 Designed, manufactured & deployed
 200 "Florida Specials" & 200 "Florida Limestone" reef units offshore.
 Dale Shively 512-389-4686
 \$498,000

Escambia County, Florida

July, 2011 completion date/on time
 Designed, manufactured and deployed
 33 EcoSystems Snorkeling Reefs on Pensacola
 Beach. Designed and built a special device to install the reefs on 20' pilings driven
 Piling without the use of divers
 Contact Robert Turpin (robert_turpin@co.escambia.fl.us) 850-595-4395
 \$60,000

Okaloosa County

July 28, 2011 completion date/on time
 Design, Manufacture and Deploy
 32 Florida Limestone reefs
 Scott Henson
shenson@co.okaloosa.fl.us
 \$48,400

2012

Mexico Artificial Reef Association

April, 2012 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
31 Florida Limestone
10 EcoSystems
13 Grouper Reefs
Robert L. Cox Jr
rcax@mchsi.com
WWW.MBARA.ORG
\$-Destroyed in flood

Mexico Beach, FL
April 6, 2012 completion date/on time
Designed, manufactured & deployed
3 piling mounted EcoSystems
Robert L. Cox Jr
rcax@mchsi.com
WWW.MBARA.ORG
\$3,000

Santa Rosa County
May 21, 2012 & September 21, 2012 completion date/on time
Designed, manufactured & deployed
135 EcoSystem Snorkeling Reefs
Mark Griffith
mark.griffith.home@gmail.com
850.677.1875
\$199,995

Okaloosa County
August 7, 2012 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
40 Florida Limestone Reefs
Scott Henson
shenson@co.okaloosa.fl.us
850-978-0009
\$-Record destroyed in flood

Panama City, Bay County, FL
July 10, 2012 completion date/on time
Designed, manufactured & deployed
20 Florida Limestone, 10 Grouper reefs & 10 EcoSystems
units.
Allen Golden
agolden@baycountyfl.gov

205-567-0173
\$63,000

2013

Yellow River Marsh Preserve

March 2013 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
1000' EcoSystem Wave Attenuators
Earth Ethics 850-549-7472
\$349,275

Mexico Beach

April, 2013 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
10 EcoSystems Reefs
28 Florida Limestone
10 Grouper
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
\$79,950

Alabama Reef Foundation

June, 2013 completion date/on time
Purchased, cleaned and deployed 271 ship "The Lulu"
Vince Lucido, PE & PLS
Lucido Engineering and Surveying, LLC
24693 Canal Rd. Suite A
Orange Beach, AL 36561
251 967 3250 office
VinceLucido@Lucidoeng.com
\$500,000

Alabama Department of Conservation

July 2013 completion date/on time
Designed, manufactured & deployed
220 - 6' Florida Limestone reef units
34 - EcoSystems reef units mounted 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
\$374,000

State of Alabama

August 2013 completion date/on time

Designed, manufactured & deployed

30 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

\$402,000

State of Mississippi

September, 2013 completion date/on time

Designed, manufactured & deployed

50 Florida Limestone reefs.

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

\$96,000

2014**Alabama Poseidon's Playground**

January, 2014 completion date/on time

Walter Marine has an ongoing contract to deploy various structures in this area. It has included statues and 6 ft. versions of Florida Limestone with famous actors handprints.

Vince Lucido, PE & PLS

Lucido Engineering and Surveying, LLC

24693 Canal Rd. Suite A

Orange Beach, AL 36561

251 967 3250 office

VinceLucido@Lucidoeng.com

\$4,300

Escambia County

March 12, 2014 completion date/on time

Designed, manufactured & deployed

Snorkeling reef on Perdido Key

33 Reef units

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

\$60,000

City of Mexico Beach

April 2, 2014 completion date/on time

Funding - State of Florida

Designed, manufactured & deployed 15 Grouper/EcoSystems

33 Florida Limestone

10 Super reefs

Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
 \$60,000

MBARA
 April 2, 2014 completion date/on time
 Designed, manufactured & deployed
 3 Florida Limestone
 1 Grouper reef
 Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG
 \$3,400

Panama City, Bay County
 June 10, 2014 completion date/on time
 Designed, manufactured & deployed
 18 Florida Limestone & 18 Grouper reefs
 Allen Golden
agolden@baycountyfl.gov
 205-567-0173
 \$60,000

Panama City, Bay County
 June 30, 2014 completion date/on time
 Deployed two fighter jets
 Allen Golden
agolden@baycountyfl.gov
 205-567-0173
 \$22,500

Organization for Artificial Reefs
 June 20, 2014 completion date/on time
 4 Florida Limestone
 2 Super Reefs
 4 Grouper reefs
 Alan Richardson alan@talcor.com
 \$43,050

City of St. Marks
 October 23, 2014 completion date/on time
 Designed, manufactured & deployed
 68 Lingberg cubes & 18 EcoSystems reefs.
 Contact Alan Richardson - (grouperboy@yahoo.comOAR)
 2545 Blairstone Pines Drive Tallahassee, FL 32301

at (850) 656-2114.
\$67,000

Texas Parks & Wildlife

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

City of Carrabelle

July 26, 2015 completion date/on time
Funding - State of Florida
Designed, manufactured & deployed
30 Florida Limestone
1 Super Reef
Alan Richardson (alan@talcor.com)
\$67,000

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@rncsi.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 depoy
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 depoy
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.Anon@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@mchsl.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.Anson@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.Anson@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 Reels
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 - NARDA
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 - NARDA
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 - NARDA
Designed, manufactured & deployed
66 Florida Limestone
Robert L. Cox Jr
rcox@mchsi.com
WWW.MBARA.ORG

\$119,999.88

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.Anson@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 - NARDA

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 - NARDA

30 Florida Limesone 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 NARDA

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 NARDA

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

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 Pyramids
3 - 8' Florida Limestone Pyramids
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 - NARDA
Deployed Concrete Pipe & one Tugboat
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
\$179,000

Alabama Department of Conservation

June 18, 2018 completion date/on time
Funding - NARDA
Deployed 120 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
\$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 Muesum

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

info@waltonreefs.org

\$10,500

Escambia County, Florida:

Sept 20, 2018 ongoing project scheduled completion 1/31/2019

Funding - NARDA

36 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

Sept. 24, 2018 Ongoing project scheduled completion 12/31/2018

Funding - NARDA

40 Florida Limestone Pyramid Reefs

26 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

B. Module Specifications

Super Reef

B1. Module Specifications:

Detailed drawing

(See Figure 1-4)



Figure 1

Super Reef

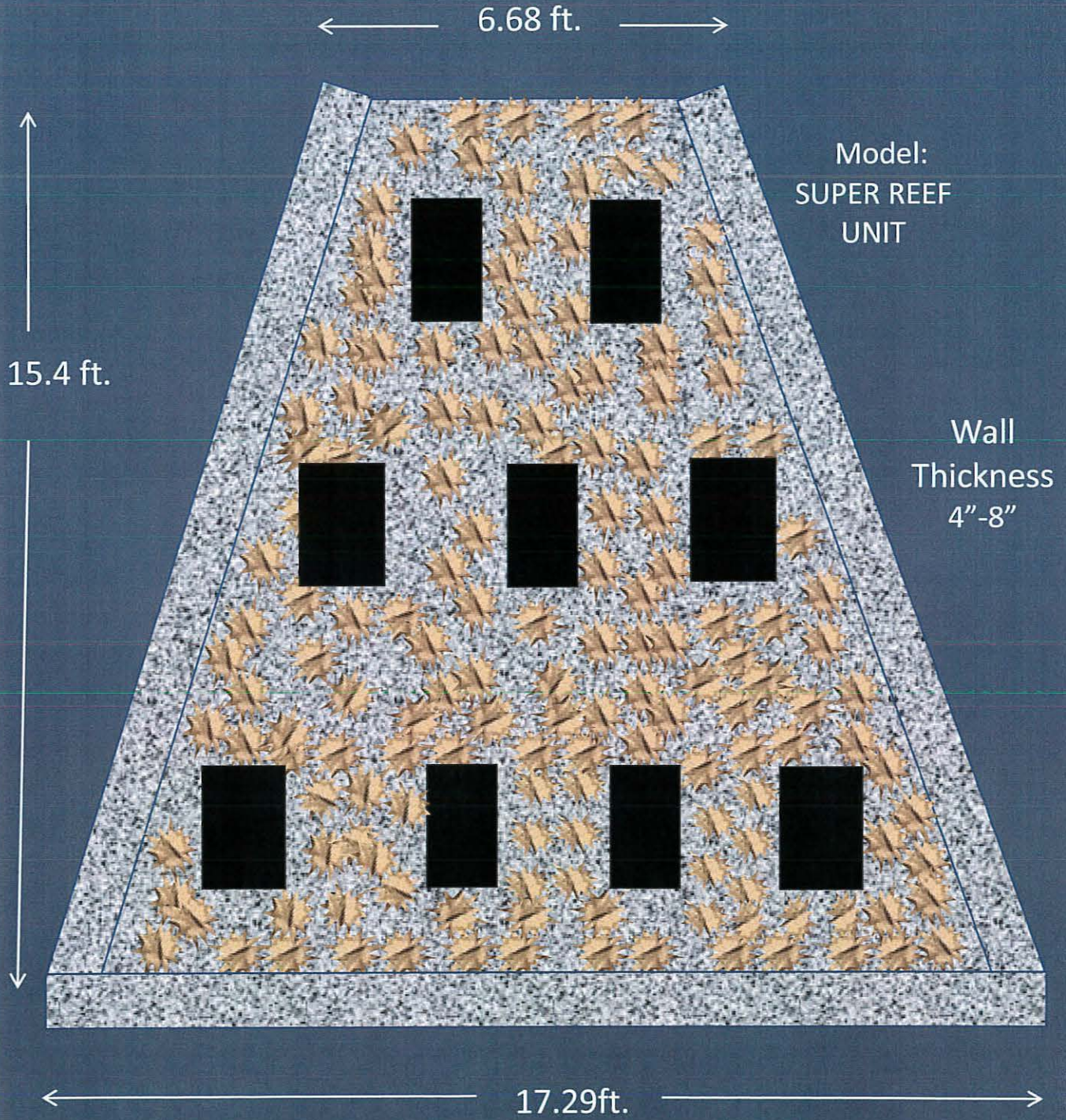


Figure 2

2

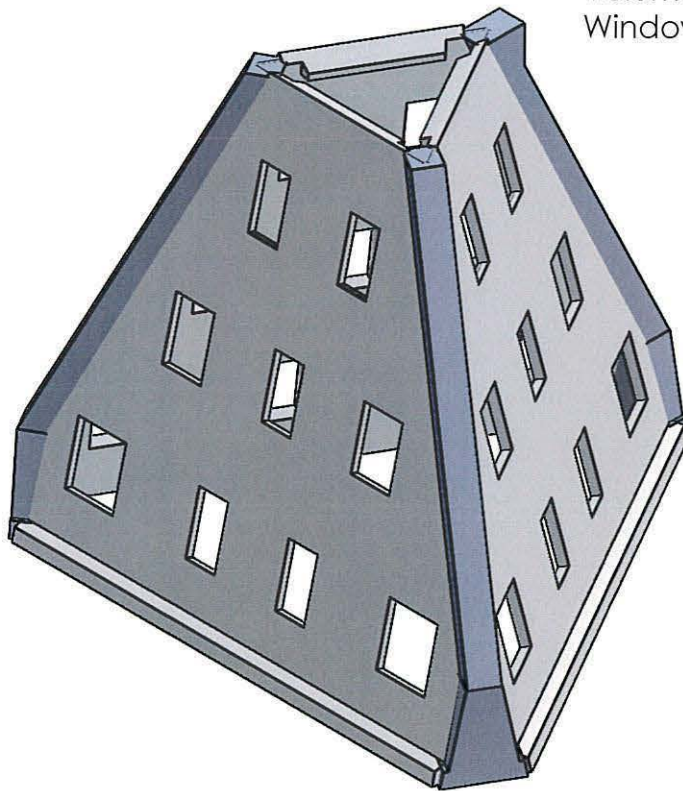
1

4" Thick Concrete Tetrahedron Reef
With Florida Limestone Inbed

Total Surface Area: 1355.55 sqft
Outer Surface Area: 546.06 sqft
Volume: 185.84 cubic feet
Window Area: 66.00 sqft

B

B



A

A

Isometric View: NOT TO SCALE
For Viewing Purpose Only



Sheet 1 of 3

WALTER MARINE
ARTIFICIAL REEFS

15' (Super) Flar

SIZE DWG. NO.

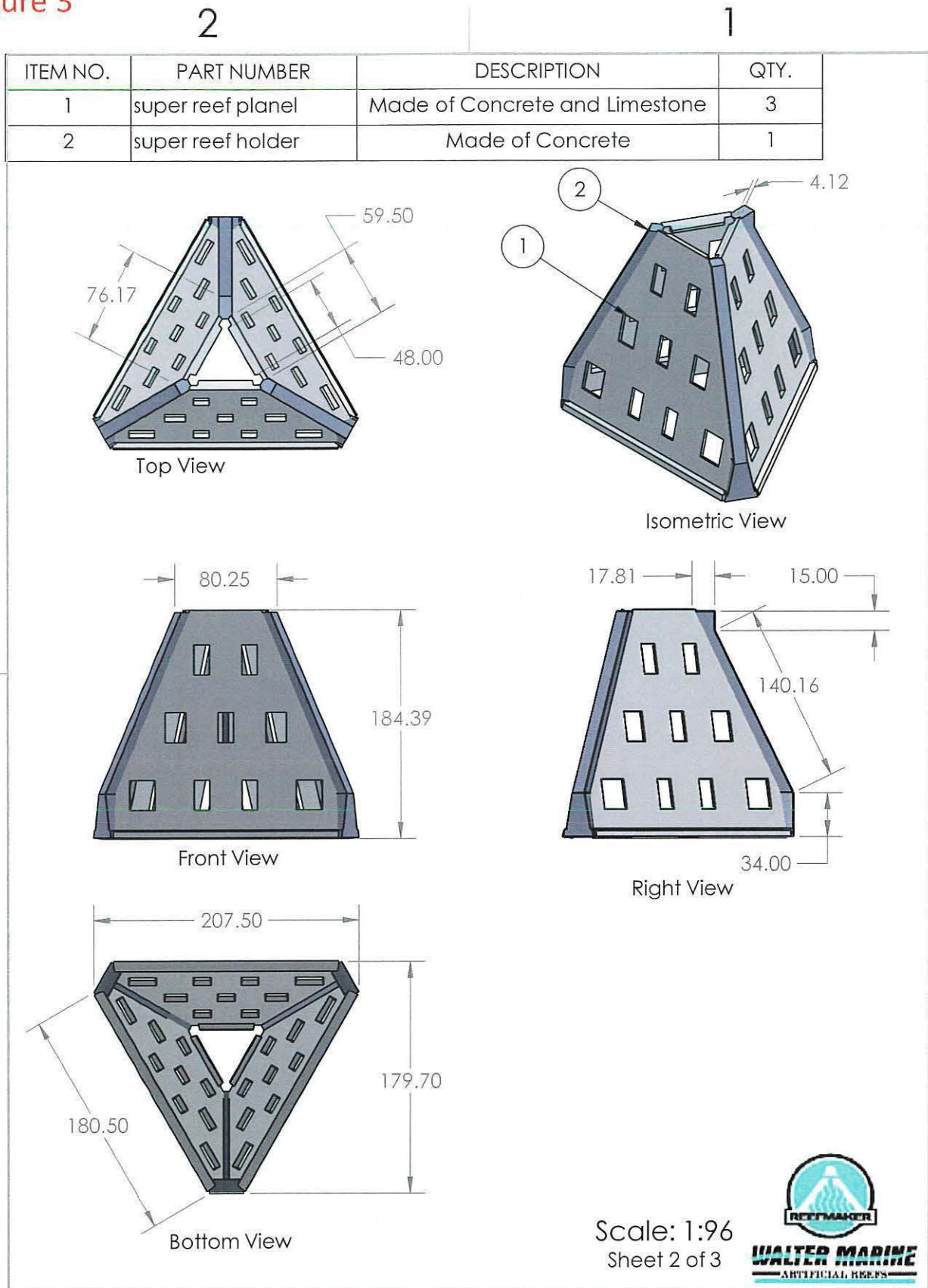
A

1

SCALE:1/96

Date: October 13, 2018

Figure 3



Scale: 1:96
Sheet 2 of 3



Figure 4

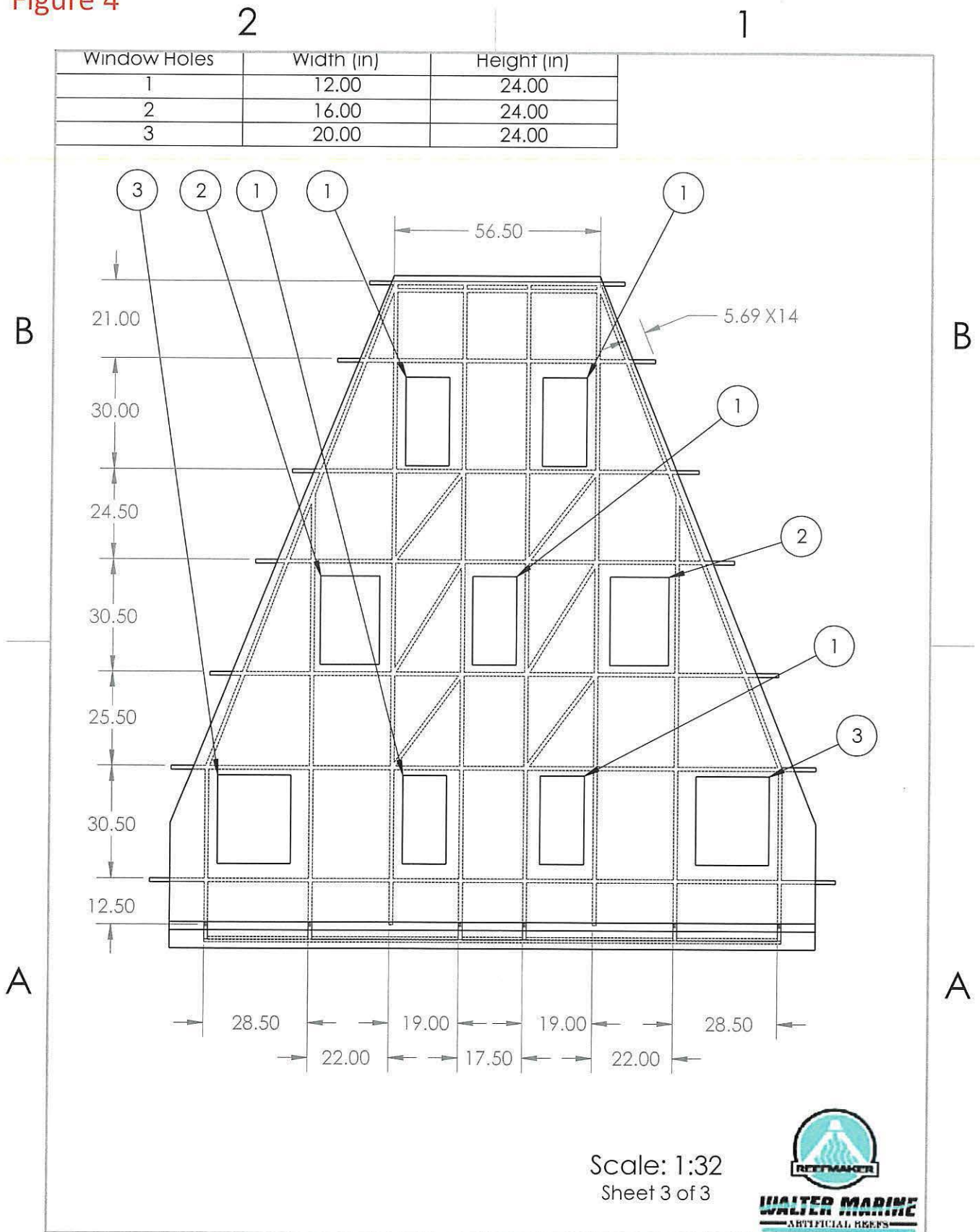
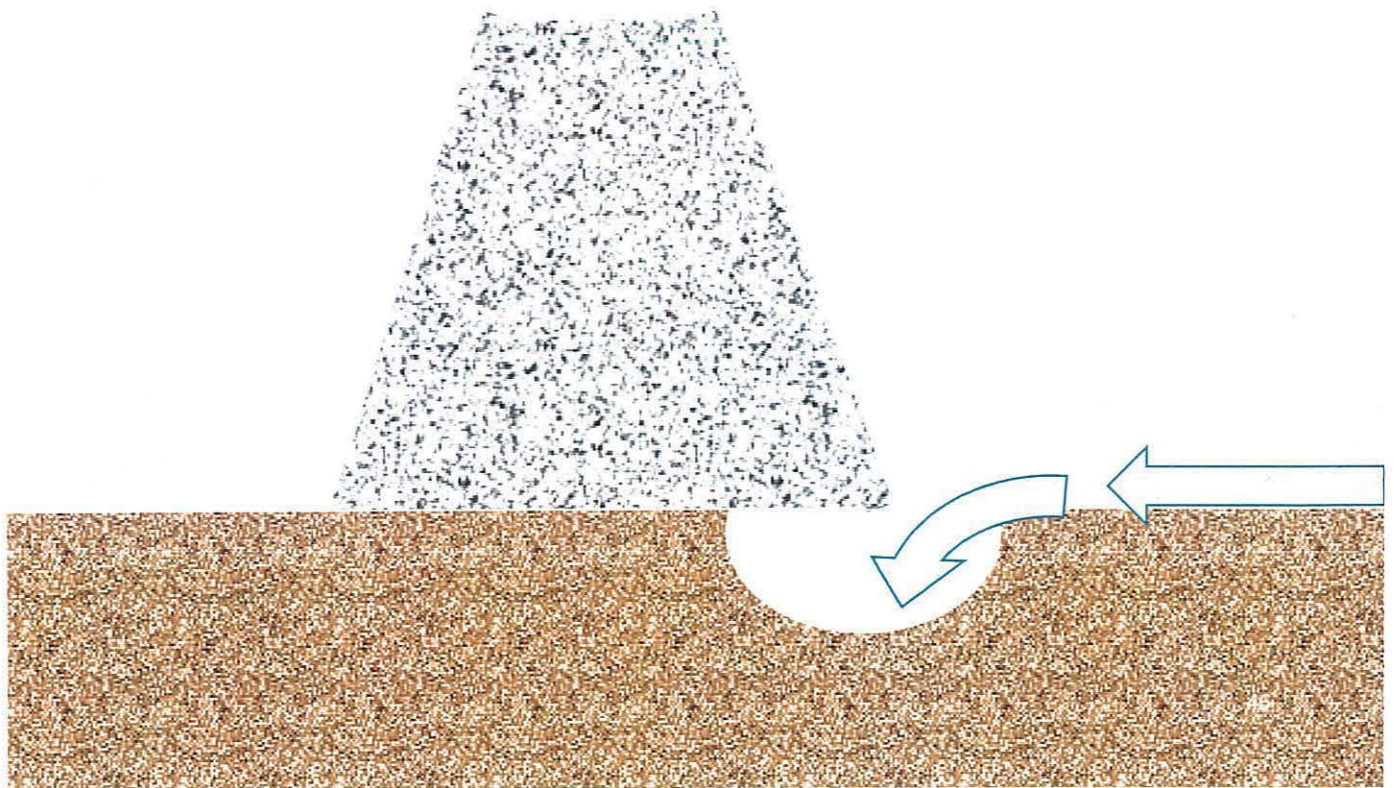
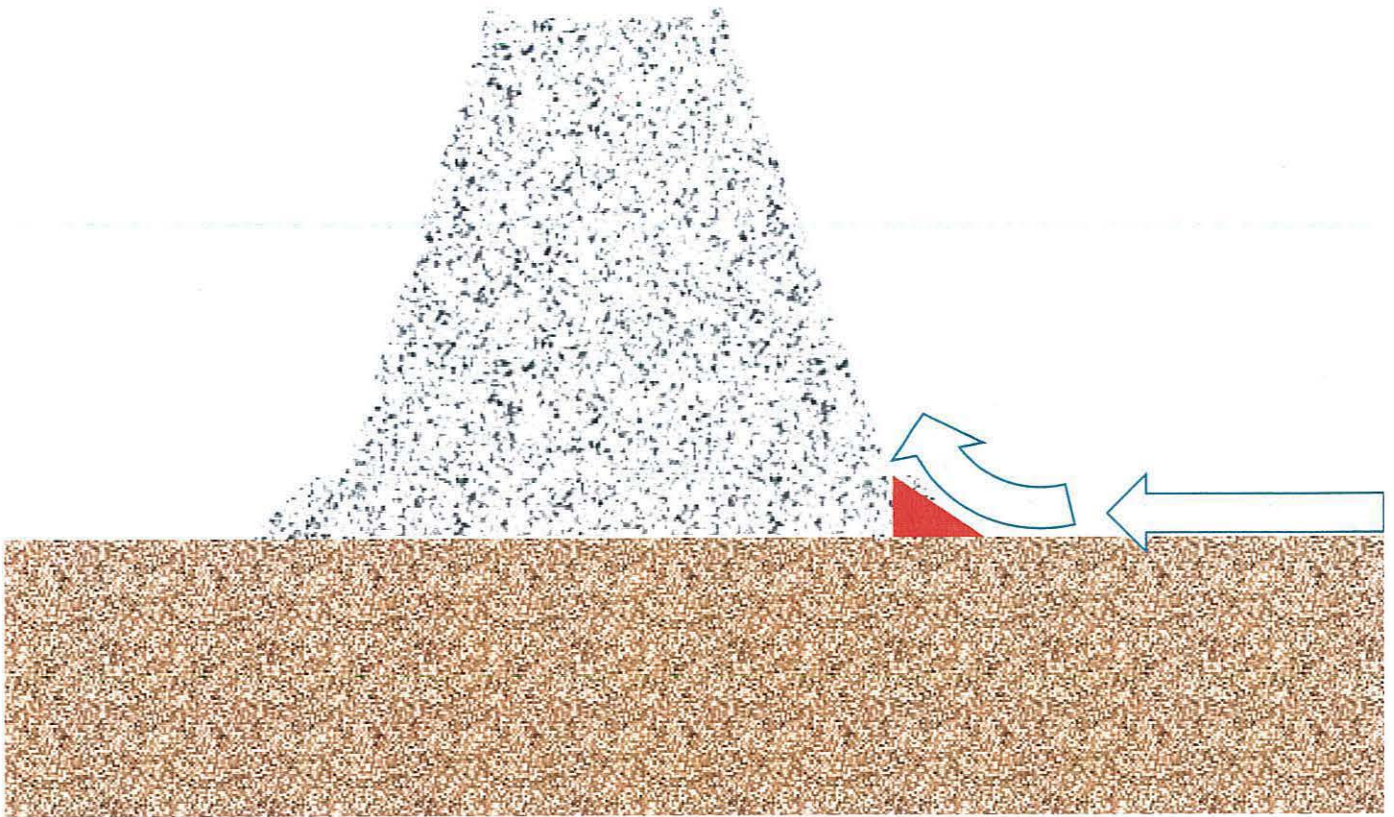


Figure 5



Super Reef

MODULE SPECIFICATIONS:

Materials used:

1. Concrete, rebar & Florida Limestone rocks.
2. The wall thickness is 4-8 inches.
3. Three panels are joined together in a jig, the protruding rebar is welded together, then the 3 corners are covered with a mold and poured with concrete, leaving **NO** exposed rebar.
4. If added as an accessory, EcoSystems discs are stacked on 5 x 5 x .5 ft concrete base. This module is placed in the center of the pyramid and lowered to the bottom at the same time. See pages 26-28

Concrete:

1. #4,000 lb marine grade concrete mix (See figure 6)
2. All reefs will cure at least fourteen days before deployment

Manufacturing:

Inventory as of 8/25 is 1 module. Manufacturing capability is 2 modules per day.



Super Reef

MODULE SPECIFICATIONS:

Rebar:

670 ft. feet of welded #8 (1 inch) rebar comprise rebar framework. Meets or exceeds DOT method of welding rebar. The heavy welded rebar framework makes the reef virtually indestructible.

(See Figure 4)

Rebar corrosion: All rebar is encapsulated in concrete. No rebar corrosion issues have been observed in our reefs since first deployed in 1995.

Weight is 32-36,000 lbs.

B2. Foot Print is a 17.29' X 17.29' X 17.29' triangle = 130.1 Sq. Ft.

B3. Surface Area

1. Each reef has 546.06 square feet of outside surface area without rocks.
2. Approx. 750 sq. ft including rocks of outside surface area.



Window size and arrangement can be altered at no extra cost as per customer request.



Super Reef

3. 1355.55 sq. ft. total surface area inside and out without rocks.

4. Approx. 1509 sq. ft. total surface area with rocks.

4. Each reef has a volume of 185.84 cubic ft.

5. Florida Limestone rock adds approx. 30% to the surface area.

6. Limestone rocks 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 7-7a)

B4. Height is a 15.4 Ft.

B5. Lifting:

No permanent lines or lifting devices will be used. Any lifting lines/ropes will be removed by divers within 7 days after deployment.

A special release hook is used to automatically release the reef once it lands safely on the bottom.



Super Reef

B6/7/8. Stability, Durability,

Tendency to subside:

1. These modules have demonstrated good stability during storm events over many years without breaking, settling, scouring, turning over or moving.

(See figure 5)

2. Alabama Dept. of Conservation deployed 30 Super reefs in 2013 – 5 years, with no reported stability/durability problems to date.

3. MBARA deployed 20 Super reefs in 2014 & 2015 - 4 years, with no reported stability/durability problems to date.

4. Bay County deployed 5 Super Reefs in 2016 with no reported stability/durability problems to date.

5. Alabama Dept. of Conservation deployed 50 Super Reefs in 2016 with no reported stability/durability problems to date.

6. Escambia County deployed 12 units in 2017 with no reported stability/durability problems to date.



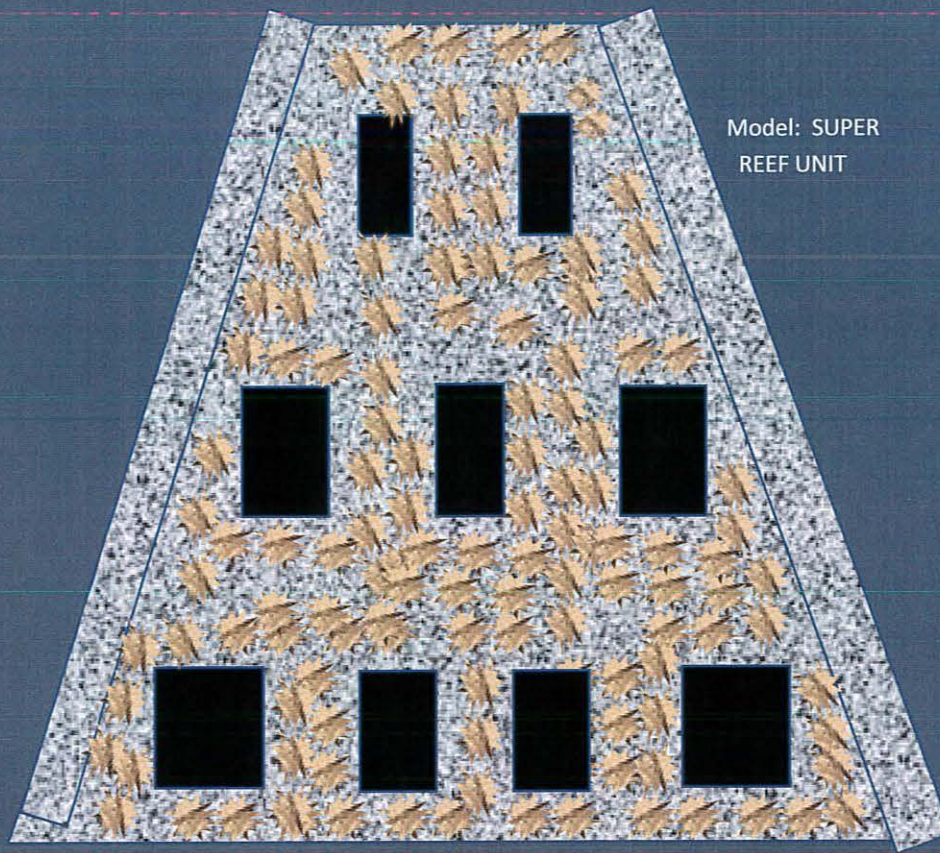
Super Reef

Designs: The Super Reefs comes with many different accessories to enhance the complexity and provide greater and more varied marine life. In this bid we offer this reef in two styles at two different prices.

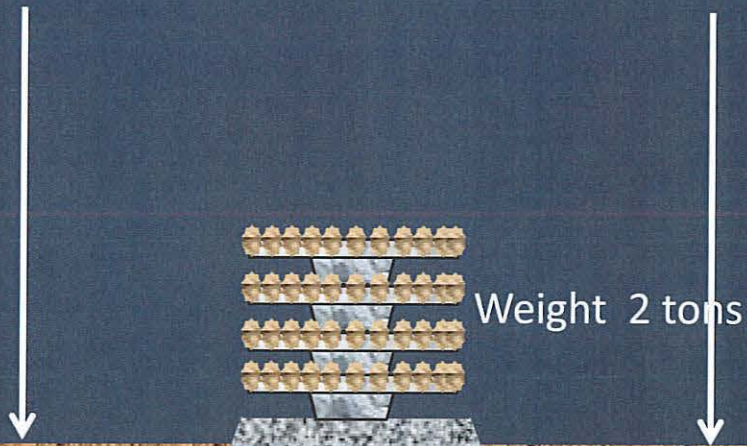
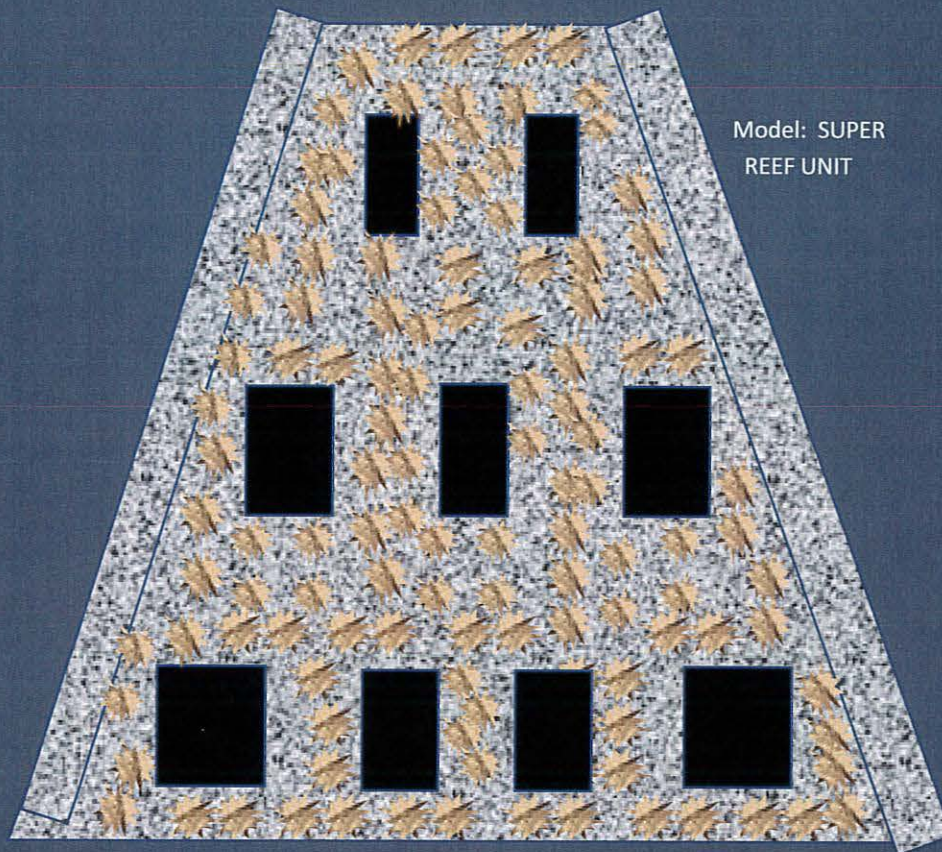
1. The reef by itself.
2. The reef with our EcoSystem Reef unit inside. This provides complexity for juvenile fish and other small marine life to gain shelter and protection.



Super Reef without EcoSystem included inside



Super Reef with EcoSystem included inside



EcoSystems Reef

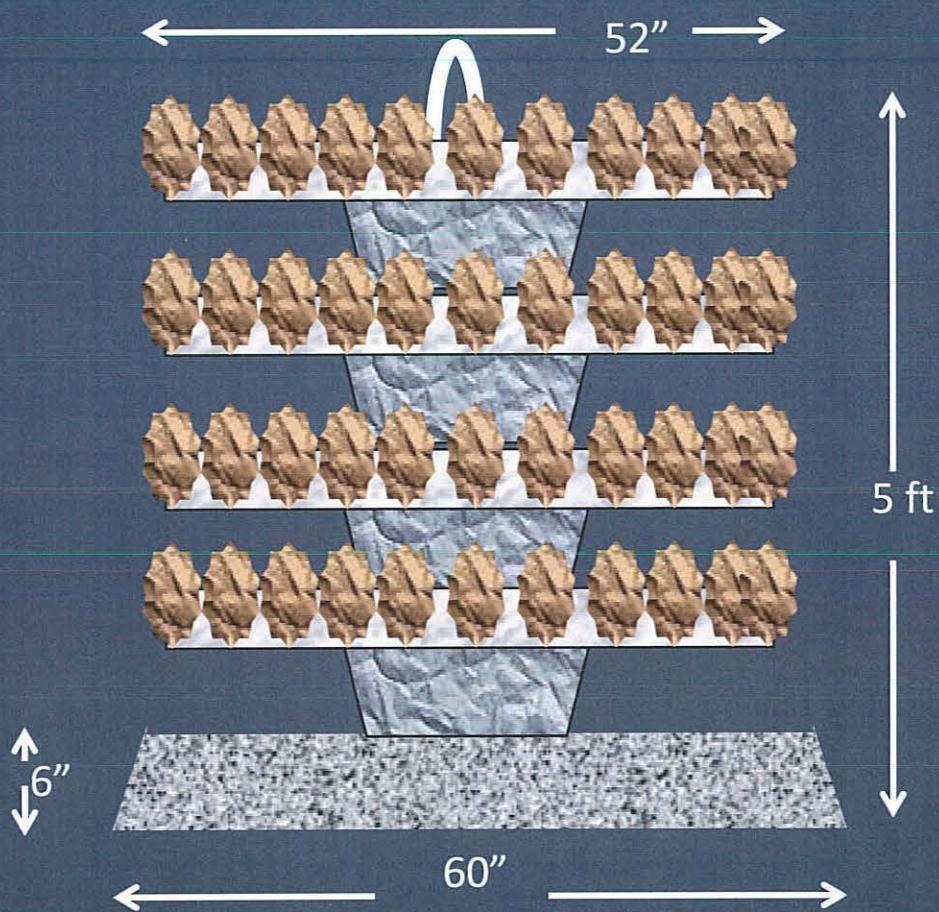
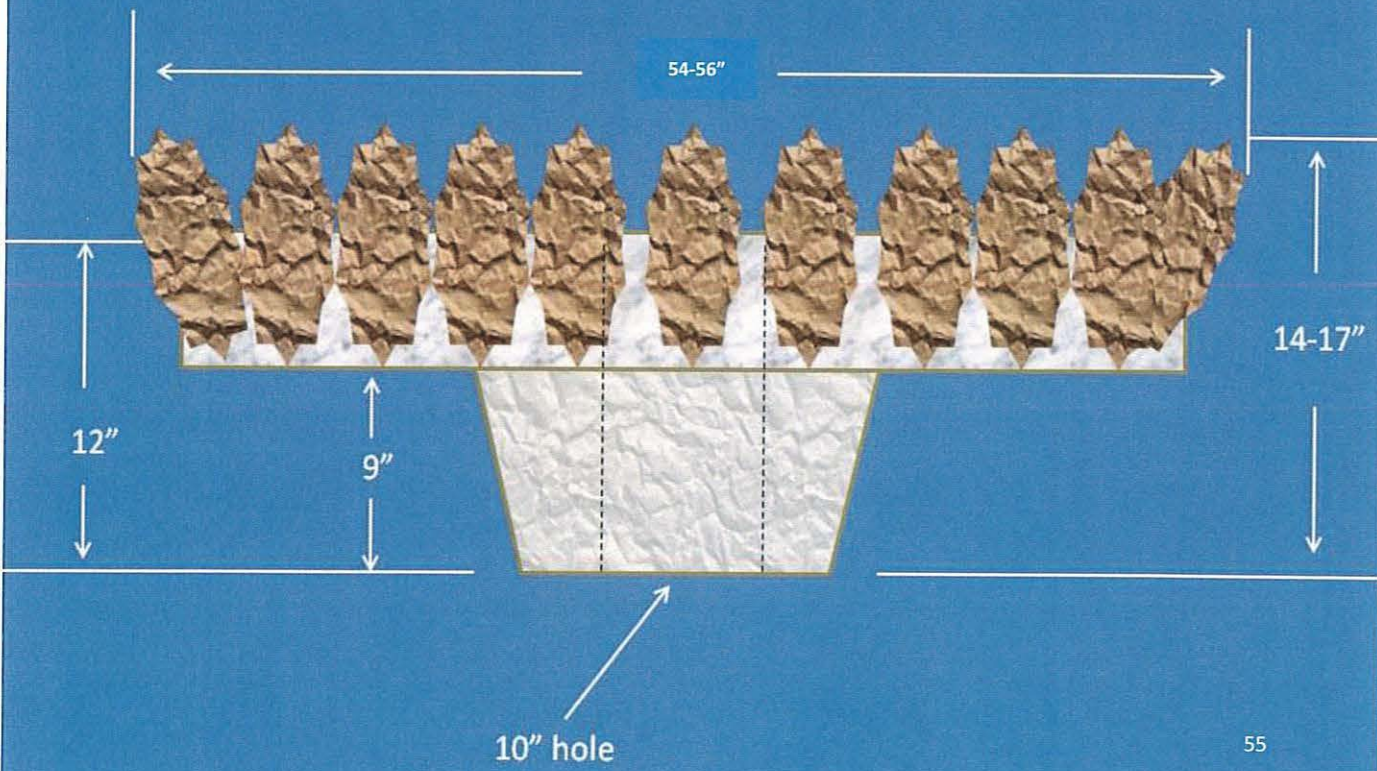
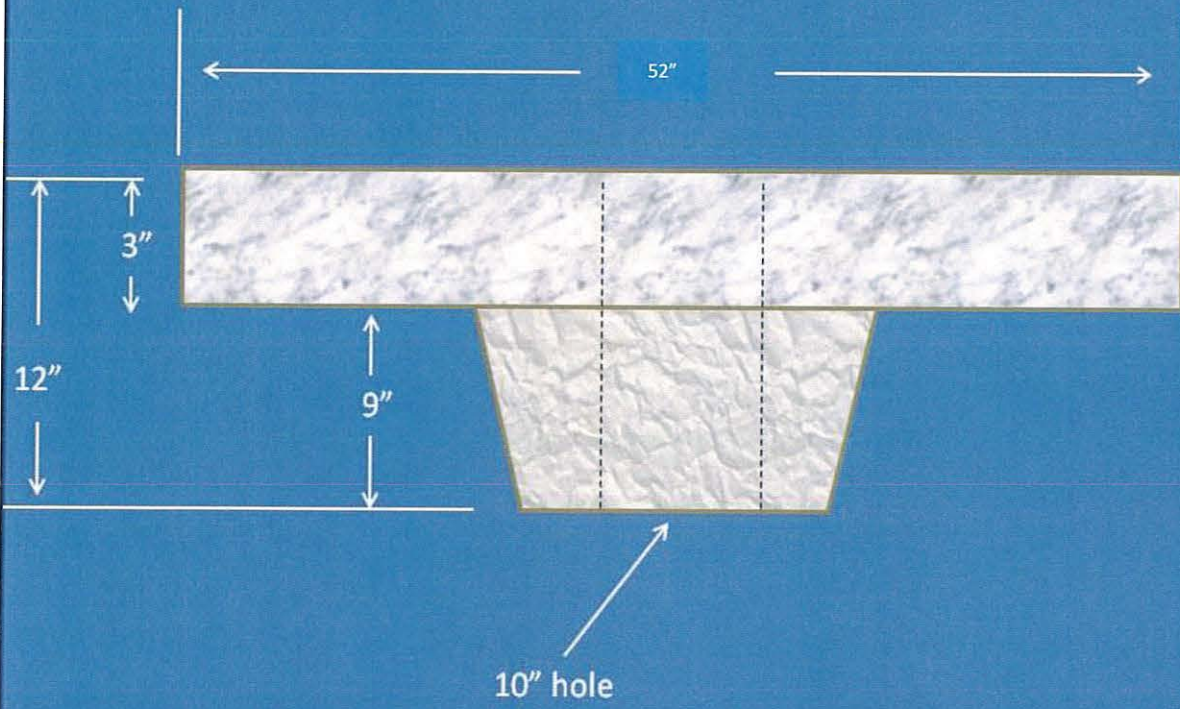
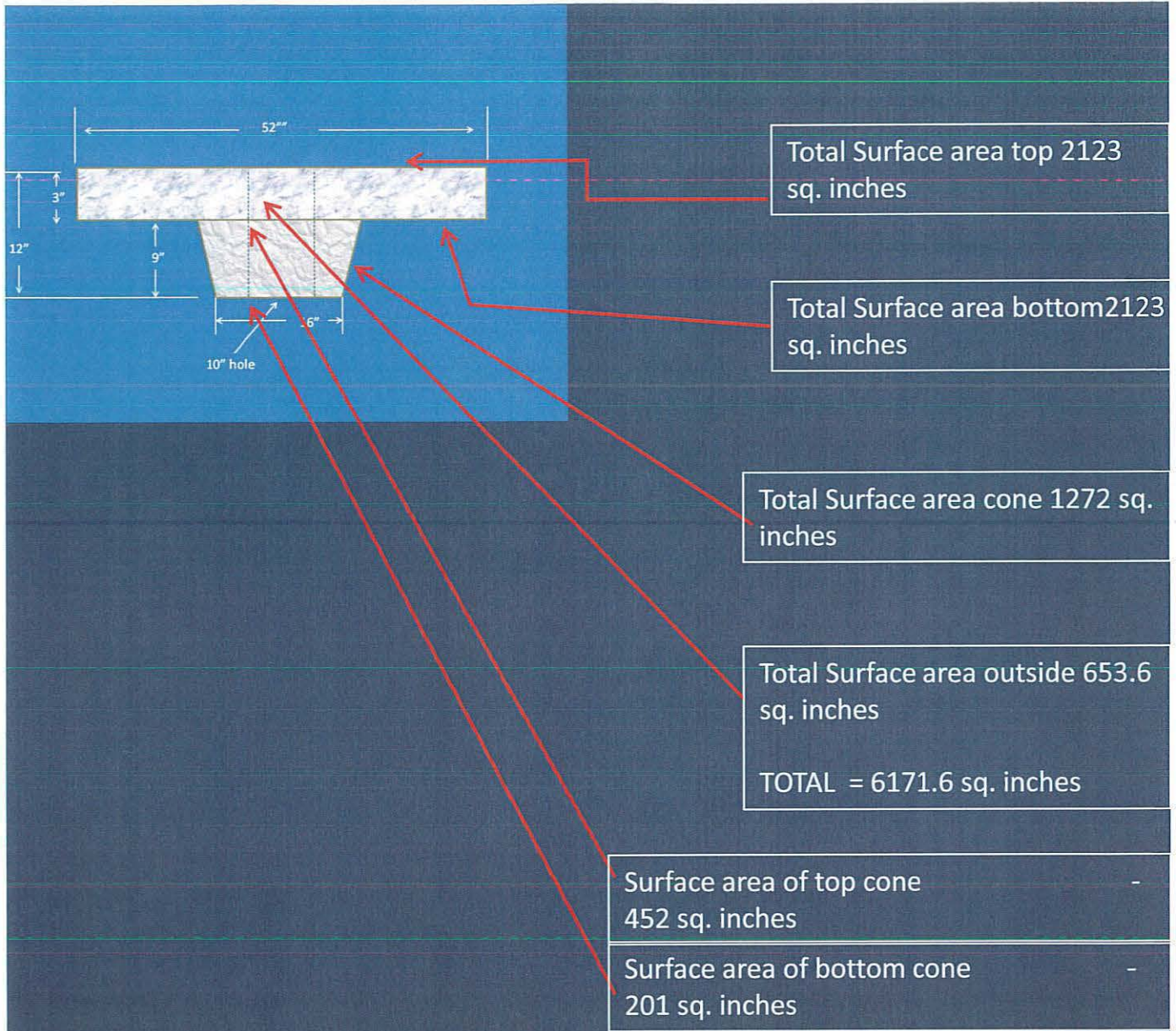


Figure 4





TOTAL SURFACE AREA
38.38 sq. ft



READY MIX USA
A DIVISION OF CEDEX

Figure 6

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 | Sp. Gr. | Volume |
|--|----------------|---------|------------------|
| | (yd³) | SSD | |
| 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

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

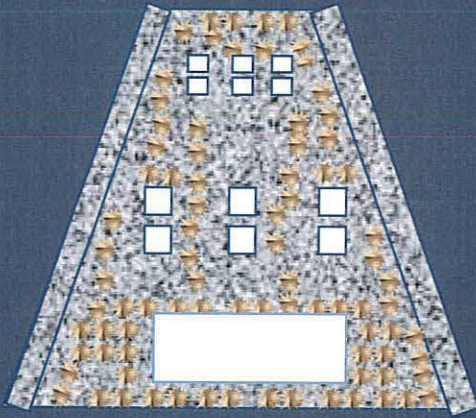
BMI Job No.: 179970
BMI Report No.:500546
Date Received: 6/6/17

TABLE I
Summary of Results

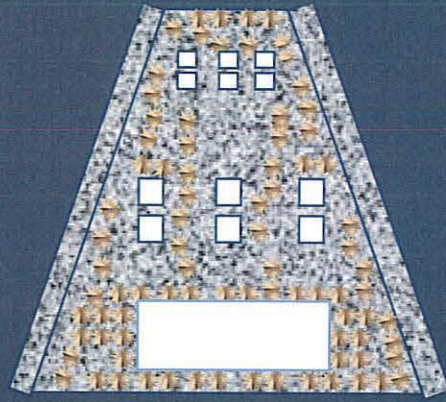
| Test Parameter | Test Method | 1 | 2 | 3 | 4 | 5 | Average |
|----------------------------|-------------|-------|-------|-------|-------|-------|---------|
| Bulk Dry Specific Gravity: | ASTM D 6473 | 2.474 | 2.201 | 2.272 | 1.747 | 2.211 | 2.181 |
| Bulk SSD Specific Gravity: | ASTM D 6473 | 2.558 | 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 7a

C. Reef Price per Unit



\$11,250 each
X8
=\$90,000



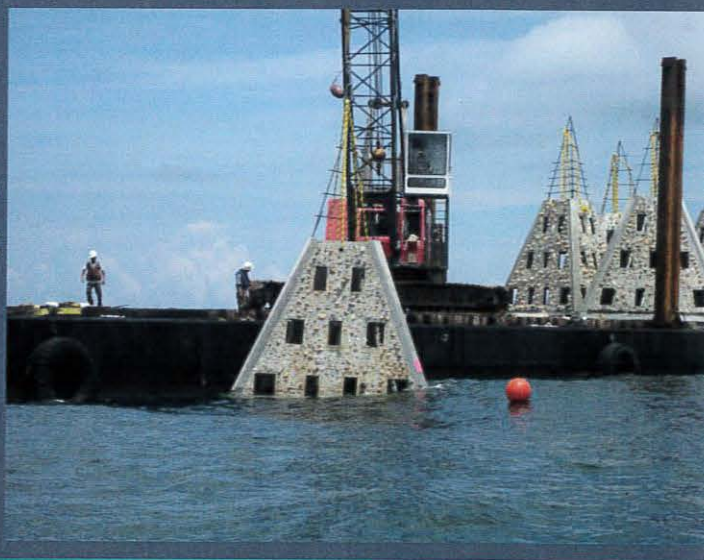
\$10,000 each
X9
=\$90,000

D. Schedule of Operations

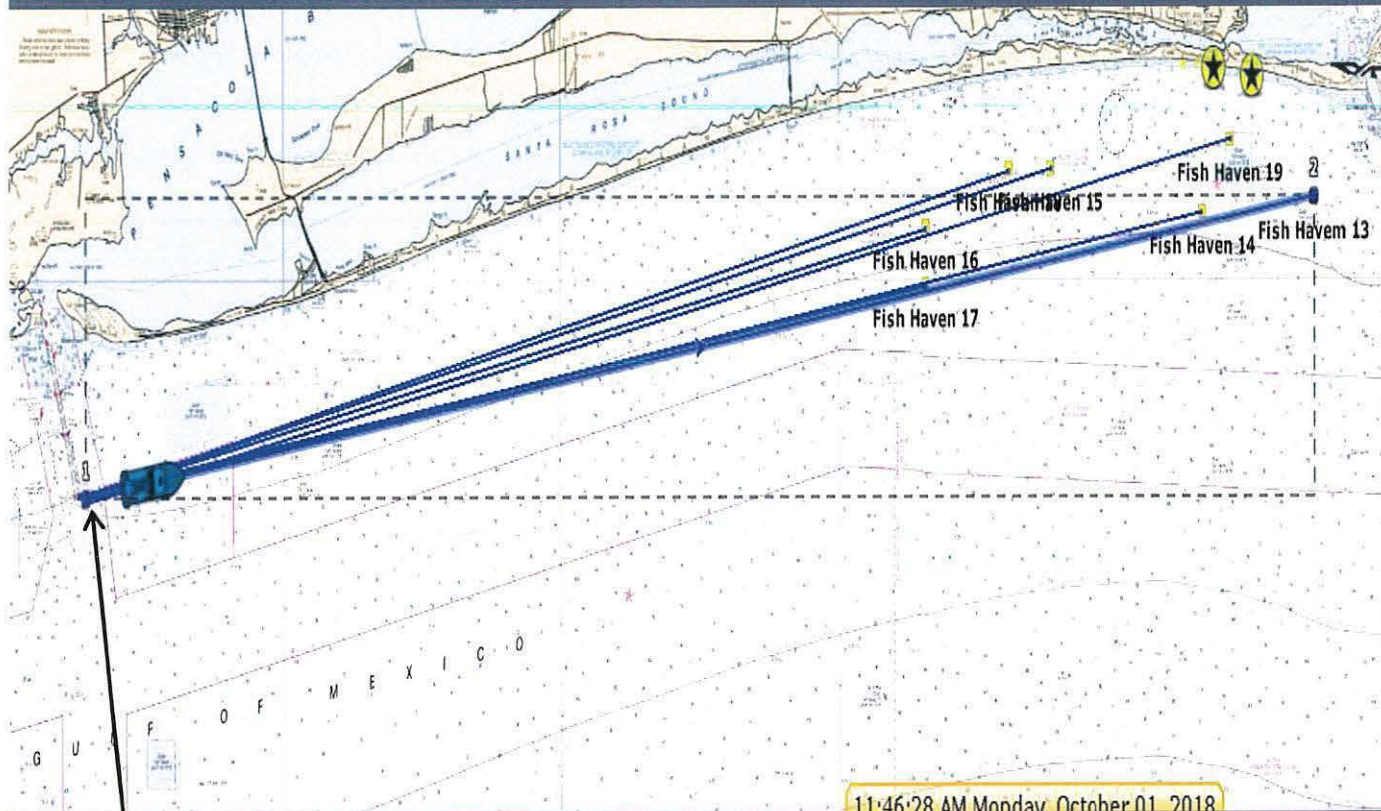
Schedule of Operation:

D1.

1. Total estimated days of manufacturing, loading, travel & deployment is 150 working days.
2. Estimated number of separate trips is 1.
3. Loading will take a total of 1 day .
4. Transit per trip to deployment site = 5.9 to 7.9 hours.
5. Days at sea: 1 days.
6. MARANATHA II is capable of transporting & deploying up to 12 Super Reefs for deployment at a time.
7. Each boatload will be deployed in one day.
8. Estimated date of completion without weather problems is within 150 days.



Route



Pensacola
Pass Sea
Buoy

Transit Time from Walter Marine dock to deployment site:

| | | | |
|----------------|-----------|----------------------|-----------|
| Fish Haven #13 | - 61.4 NM | - Total transit Time | 7.3 hours |
| Fish Haven #14 | - 57.9 NM | - Total transit Time | 7.9 hours |
| Fish Haven #15 | - 53.4 NM | - Total transit Time | 6.4 hours |
| Fish Haven #16 | - 49.3 NM | - Total transit Time | 5.9 hours |
| Fish Haven #17 | - 49.2 NM | - Total transit Time | 6.9 hours |
| Fish Haven #18 | - 49.2 NM | - Total transit Time | 6.9 hours |
| Fish Haven #19 | - 59.0 NM | - Total transit Time | 7.0 hours |

Schedule of Operation:

D.2-3 Loading/transport

1. Walter Marine will consult with Okaloosa County officials concerning a suitable day to inspect.
2. Walter Marine will fill out and submit the Cargo Manifest to the owner and engineer 14 days prior to loading.
3. The vessel will lift, via crane, the reefs from the shoreline onto the vessel and secure for transport.
4. Vessel is fitted with wood lined deck to cushion and prevent movement.
5. MARANATHA II is capable of transporting & deploying up to 12 Super Reefs at a time.
6. After the vessel is loaded, the QC inspector will check for damaged units and replace any found.
7. The safety inspector will come after that and check for stability and security of the material on deck.
8. A suitable day will be chosen in coordination with Okaloosa officials not exceed 2 to 4 foot seas.
9. Walter Marine will provide an air conditioned stateroom, food and comfortable arrangements for an observer.

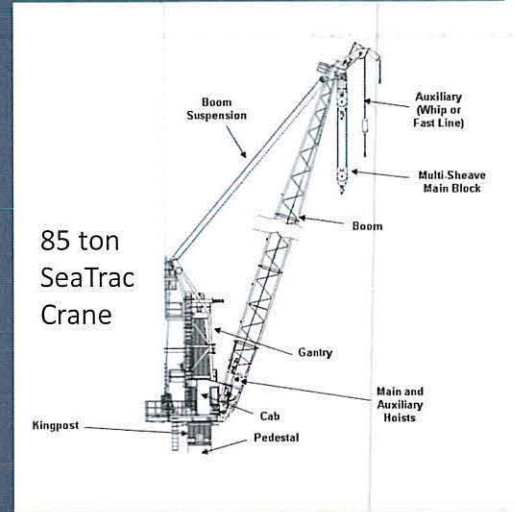
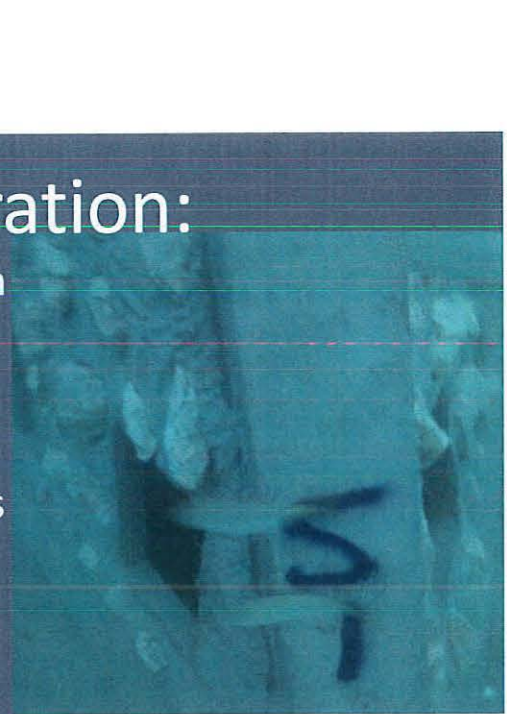


Schedule of Operation:

10. All reef modules will be marked with an individual number with waterproof paint.

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

12. Walter Marine will maintain effective and reliable communications at all times with Okaloosa officials via VHF marine radio, cell phone or satellite phone.



Schedule of Operation:

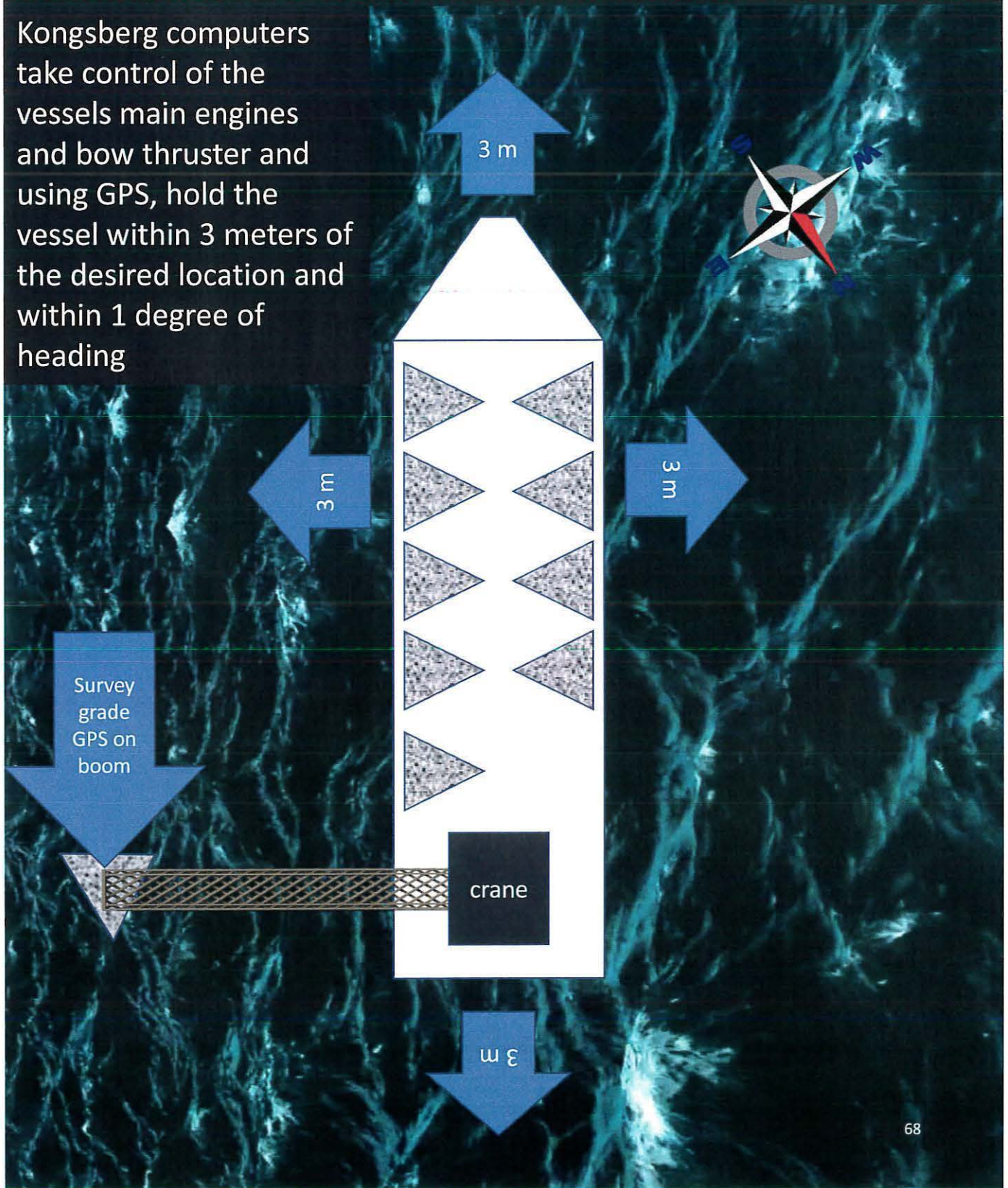
D4. Deployment

1. Setting of the reef modules will be arranged carefully with Okaloosa County officials, (buoys, small vessels, positions, communications, etc.)
2. . The MARANATHA II is equipped with 4 GPS units, 3 are survey grade units. All are cross checked to insure accuracy. With our GPS system, no buoy will required for individual reef deployments.
3. The MARANATHA II will maneuver next to the GPS coordinates using Dynamic Positioning. This is a computer program that holds the vessel's position and heading within 3 feet.
4. If the EcoSystem reef is included, both reef units will be deployed at the same time.
5. Corrections to the vessel's position will be coordinated via radio between the crane operator and the captain.
5. The crane operator will place each reef at the exact preprogramed location within 10 feet before releasing it.
6. Reef locations will be recorded on the GPS computer program. Coordinates will be delivered to Okaloosa County.



Deployment Capability: M/V MARANATHA II Dynamic Positioning

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



Schedule of Operation:

7. All reef modules are guaranteed to be within the specified permitted areas and a minimum of 50ft. from all permitted area boundaries.
8. All modules will be placed within accuracy of 10 feet.



E. Available Deployment Resources

Walter Marine's Yard Located at 22605 Andrews Lane, Orange Beach, AL



E. Available Deployment Resources:

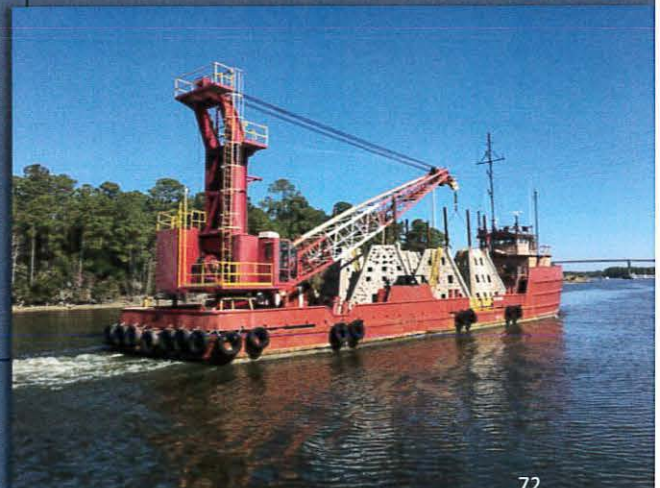
E1. 1. Walter Marine owns 521 ft. of waterfront on the Intracoastal canal at 22505 Andrews Lane, Orange Beach, AL.

2. Facility & reef modules are available for inspection at any time.

E2. Vessel Specifications:

MARANATHA II:

- 170' X 39' Offshore supply vessel refitted in 2017 for deploying artificial reefs.
- Dry-dock scheduled 2019
- 3000 hp twin engine with towing capability.
- Kongsberg Dynamic Positioning System able to hold position while deploying
- Survey Grade GPS unit mounted to crane boom for recording deployment coordinates.
- 2 Furuno Radars
- Nobeltec Electronic Charting – Linked to ComNav AIS Collision Avoidance
- Kongsberg Auto Pilot
- Kongsberg weather Station



Available Deployment Resources:

- FCV 1220L Furno Sounder 200 KHZ Processor
- Remote mounted thermal imaging camera
- 85 ton crane
- 3000 HP
- 12 Knots
- 250 KW generator capacity
- 2400 sq. feet of deck space
- 350 tons deck capacity
- 13,000 gallons potable water
- 25,000 gallons fuel

4. Our equipment & vessels are properly licensed, certified and approved as required for this project. Land operated equipment to include, but not limited to:

- A. Two (2) 10K tele-handler forklifts.
- B. One (1) 10K Case front loader forklift.
- C. Two (2) 20 ton rough terrain cranes
- D. One (1) 65 ton Grove rough terrain crane



Available Deployment Resources:

E. One (1) International front end loader

F. Four (4) Welding machines

Other Floating Equipment:

A. 170' X 39' X 3' draft spud barge w/110 ton Lima crane

B. M/V MARANATHA 114' X 30' X 5.5' draft w/20 ton crane

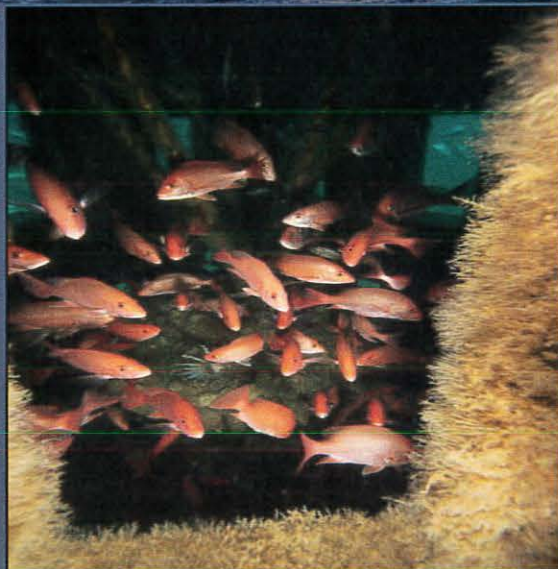
5. Specialized Equipment:

A. Other equipment may include specialized equipment for loading and deploying the reefs.

6. Walter Marine owns all of the equipment needed for the manufacture and deployment. No subcontractors are used.

7. All equipment and personnel are available for this project.

E4. See D4



**TECHNICAL SPECIFICATIONS FOR THE
OKALOOSA COUNTY NRDA ARTIFICIAL REEF CONSTRUCTION PROJECT
(FWC GRANT AGREEMENT NO. 15155)**

PART 1 - GENERAL

1.1 SUMMARY

- A. These specifications include requirements for the furnishing of all supervision, labor, materials, equipment and performing all operations in connection with artificial reef material fabrication, construction, handling, loading, transport, and deployment within permitted reef areas in the Gulf of Mexico as indicated on the Construction Drawings (Drawings) and specified herein.
- B. The Contractor is informed that Okaloosa County (County) has obtained Florida Department of Environmental Protection (FDEP) and U.S. Department of the Army (DOA) authorizations for placing clean, durable, prefabricated artificial reef materials within designated areas of the Gulf of Mexico. The Contractor shall familiarize themselves with the FDEP and DOA authorizations and general permitting requirements for artificial reef deployment as they relate to the proposed work. The Contractor shall be aware that additional regulatory authorizations or requirements beyond those obtained by the County or stated in these specifications may be required for the proposed work. The Contractor shall maintain any and all necessary permits, licenses, and authorizations for constructing, handling and transporting the materials from the Contractor's manufacturing/stockpile area(s) to the offshore artificial reef site as indicated on the Construction Drawings and specified herein.

1.2 SCOPE OF WORK

- A. Okaloosa County proposes to create a nearshore artificial reef network consisting of numerous individual patch reefs within seven permitted reef areas (i.e. Fish Havens). The Construction Drawings show the proposed overall reef areas and patch reef locations, as well as existing potential natural resources and existing/historic artificial reefs that must be avoided. A varying number of modules and module types shall be deployed in the proposed patch reef areas. Modules deployed in each patch reef area shall consist only of approved Module Types A, B, and C as described in these specifications (See Part 7 – Artificial Reef Materials). Notably, the County may select a single or multiple contractor(s) to install the specific Type A, B, and C modules; as such, deployment of individual reef modules may require coordination between one or more contractors to avoid scheduling and deployment conflicts. The respective contractor(s) shall place the required number of various modules within the designated patch reefs as depicted in the Construction Drawings to provide the greatest number of completed patch reefs. The total number and configuration of prefabricated modules will be based on the proposer providing the greatest value project as determined by the County's evaluation criteria. Module deployment shall achieve the location, relative spacing, and configuration as provided in the Final Construction drawings produced following contract award(s).
- B. The prefabricated materials used to construct the patch reefs shall consist of clean, durable concrete and/or steel. The project requires manufacturing the proposed reef modules, transport to the proposed deployment area (e.g., transporting the proposed modules to a waterside loading area, transferring the modules to an appropriate offshore conveyance [e.g. barge], and offshore transport), and deployment within the specified artificial reef site in the orientation shown in the Construction Drawings, and in accordance with the contract documents. Failure to comply with any of the contract documents and requirements or addendums may constitute immediate termination of this contract.

1.3 DEFINITIONS

- A. Contract Documents: Technical Specifications and its attachments, Permits and other regulatory authorizations, Construction Plans, Contract, General Conditions, Supplemental General Conditions, Bid Proposal, Written Amendments, Addenda, Change Orders, Work Orders, Work Supplements and any other required Contractor Submittals related to the work.
- B. Plans/Construction Plans: Any drawings as specified in the Contract Documents. The term “Plans” is synonymous with the term “Construction Plans” and the term “Construction Drawings” or “Drawings”.
- C. Artificial Reef Materials: For the purposes of this project, the term “artificial reef material” or “reef material” refers to clean prefabricated modules consisting of clean concrete and/or heavy-gauge steel, which shall be reviewed and accepted by the Owner, Engineer, and/or the Florida Fish and Wildlife Conservation Commission (FWC) prior to deployment. Contractor proposed reef materials may vary in size and weight in accordance with these Specifications and Contract Documents.
- D. Prefabricated Modules: Structures specifically designed and built for use as artificial reefs and which meet the environmental safety, durability, and stability requirements of F.A.C. Rule Chapter 68E-9 as well as provide complexity and texture which are suitable as habitat for fishes and for colonization by encrusting marine organisms. For the purposes of this project, the term “prefabricated module” or “reef module” refers to prefabricated modules meeting the three general classifications (i.e. types) defined below. See also Part 7 – Artificial Reef Materials for additional reef module details.
1. Module Type A – Small Tetrahedron: A concrete-walled structure with three or more sides with a minimum vertical height of 6 ft, maximum vertical height of 8 ft, minimum weight of 2.5 tons, and maximum weight of 10 tons. Denoted in the construction drawings as Module “T”.
 2. Module Type B – Large Tetrahedron: A concrete-walled structure with three or more sides with a minimum vertical height of 15 ft, maximum vertical height of 18 ft and maximum weight of 18 tons. Denoted in the construction drawings as Module “LT”.
 3. Module Type C – Ledge and Disk Reef: A concrete box-shape structure with one or more sides open (minimum opening of 24 inches by 36 inches) providing a horizontal ledge or crevices, supporting a piling or pedestal-mounted or fixed module attached above, or similar design. Minimum vertical height of 6 ft. Denoted in the construction drawings as Module Type “LD”.
- All structures shall be designed to prevent entrapment of marine life, including sea turtles, as required by regulatory authorizations and FWC grant requirements.
- E. Mobilization: The deployment by the Contractor of such equipment and material as is necessary to perform the work as detailed in the Contract Documents and in compliance with State, Federal and local laws and regulations.
- F. Demobilization: The removal of all equipment and material associated with this Contract from the staging location(s) and work areas and doing so in a manner which leaves the staging site(s) and work areas in the original condition or in a condition acceptable to the Owner.
- G. Artificial Reef Area: An area of seafloor for which the County holds a permit to place artificial reef materials. An Artificial Reef Area is typically referred to on the regulatory authorizations and NOAA nautical charts as a “Fish Haven.” An artificial reef area typically contains numerous individual artificial reef sites, patch reefs, or deployments. Areas of exclusion include the 50-ft deployment buffer (i.e. offset from the permitted limits), potential resource areas as identified on the construction drawings, and any other areas described by the regulatory authorizations, NOAA nautical charts or contract documents. Specific coordinates of the reef area boundaries, buffer boundaries, and potential resources are provided within the Construction Drawings.

- H. Artificial Reef Site: A region within a permitted artificial reef area where approved materials are deployed. An artificial reef site is typically referred to as a deployment site or “patch” reef. Numerous artificial reef sites typically occur within a permitted artificial reef area. For the purpose of this project, the artificial reef area contains numerous artificial reef sites (i.e. patch reef areas) that are typically 200-ft by 200-ft generally spaced at approximately 400 ft. The Contractor shall install a varying number of modules and module types within the proposed reef sites as shown in the Construction Drawings. Specific coordinates of the reef site boundaries and proposed reef modules are provided within the Construction Drawings.
- I. Environmental Damage and/or Pollution: The presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, historical and/or recreational purposes. The control of environmental pollution and damage requires consideration of air, water, land, biological, and cultural resources and includes management of construction activities, visual aesthetics, noise, solid waste, and radiant energy, as well as other pollutants. Pollutants include, but are not limited to, fuel and other hydrocarbons such as hydraulic fluid, paints and solvents; bilge water; solid wastes; and noise. Environmental damage may also include physical damage to existing resources such as natural hardbottom, artificial reefs, or seagrasses.
- J. Owner: The owner for this project is the Okaloosa County Board of County Commissioners. The term “County” is synonymous with the term Owner.
- K. Engineer: The Owner’s representative responsible for construction administration.

1.4 SUBMITTALS

The following shall be submitted to the Owner and Engineer:

- A. Letter of Understanding: The Contractor shall submit a letter of understanding confirming that they have read, understand, and will abide by all terms and conditions of the Contract and all of the permits, easements and any applicable ordinances, statutes, laws, rules, regulations and standards (i.e., OSHA, FDOT, USCG, etc.) which may affect the Work and that they shall take responsibility for ensuring that their subcontractors have the same understanding and agree to abide by the same terms and conditions.
- B. Permits, Licenses, Certifications, and Approvals: The Contractor shall submit to the Owner copies of any additional permits, licenses, certifications, and approvals required for the proposed work. (See Section 3)
- C. Environmental Protection Letter of Understanding: Within ten (10) calendar days of receiving the Notice to Proceed, the Contractor shall submit an Environmental Protection Letter of as outlined in Section 4. The letter shall also include a statement acknowledging that the Contractor, including all of its personnel and subcontractors, is responsible for environmental protection.
- D. Quality Control (QC) Certification Letter: Within ten (10) calendar days of receiving the Notice of Award, the Contractor will submit the Contractor Quality Control (CQC) Certification Letter for review by the Owner’s Representative. The letter must state that the Contractor maintains a CQC system or plan that defines all information outlined in Section 5. The letter shall state the designated QA/QC officers (See Section 5).
- E. Safety Certification Letter: The Contractor shall submit to the Owner and Engineer a Certification Letter stating that the Contractor will maintain a plan for all safety and inspection procedures as outlined in Section 6. The letter shall designate personnel responsible for supervising accident prevention activities and insuring compliance with safety measures.
- F. Deployment Plan: As part of the bid package, the Contractor shall submit to the Owner and Engineer a detailed Deployment Plan for the artificial reef construction project. The plan shall include a detailed

construction schedule (including all work from manufacturing through final deployment and demobilization); description of manufacturing processes; staging areas; a list of all work force and equipment (for handling, transport, and deployment operations); a detailed work plan describing how the materials will be manufactured, loaded, transported and deployed (including proposed transport routes, loading/deployment equipment, and deployment procedures); and the qualifications of supervisor(s). The qualifications shall provide a detailed description of the Contractor's experience and understanding of prefabricated module manufacturing and artificial reef deployment and include a list of similar artificial reef deployments within the last 5 years. The Contractor shall also provide with the Deployment Plan documentation of any additional required permits, licenses, authorizations, etc. that may be required for reef material fabrication or offshore transport equipment (See Section 8).

- G. Notice of Commencement: The Contractor shall notify the Engineer at least 21 days before initiating the work, including mobilization, staging, module fabrication, and/or other field work.
- H. Pre-deployment Notifications: The Contractor shall notify the Engineer at least 14 days prior to project mobilization, commencement of material loading and transport, and commencement of material deployment offshore.
- I. Artificial Reef Cargo Manifest: The Contractor shall submit the required *Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification Form* to the Owner, Engineer, and all required parties (e.g., U.S. Army Corps of Engineers (USACE), FWC, etc.) at least 14 days prior to material transport or deployment as required by the regulatory permits (See Section 8 and Appendix A).
- J. Notice of Completion: The Contractor shall notify the Engineer at least 7 days before the scheduled completion.
- K. Post-Deployment Placement Report and As-Built Drawing: The Contractor shall submit the required *Florida Artificial Reef Materials Placement Report and Post-Deployment Notification Form* to the Owner, Engineer, and all required parties (e.g., U.S. Army Corps of Engineers (USACE), FWC, etc.) within 7 days of completing the individual reef site deployments. The Contractor shall also provide a certification letter and as-built drawings of the constructed artificial reef site in accordance with Section 8 and regulatory permits (Appendix A).

PART 2 - EXECUTION

2.1 GENERAL

A. Schedule

The Contractor shall not commence work until receiving a written Notice to Proceed from the Owner. The Contractor shall complete all construction activity by the date specified in the County's contract agreement.

Work is permitted seven (7) days a week during daylight hours only (sunrise to sunset). The Contractor will only be allowed to deploy on holidays or holiday weekends with prior approval from the Owner and Engineer.

B. Notifications

1. Pre-Deployment Notifications

The Contractor shall contact the Coast Guard Sector Mobile Waterways Management Branch, 1500 15th Street, Mobile, AL 36615 or by phone at 251-441-5684 to determine if a Notice to Mariners or other Notice is required for the proposed work.

The Contractor shall also provide the required Notice of Commencement and Pre-Deployment Notification as specified in Section 1 and Section 8.

The Contractor shall notify the Engineer at least 14 days prior to project mobilization or material fabrication, commencement of material loading and transport, and commencement of material deployment offshore.

2. Post-Deployment Notifications and Certification

The Contractor shall notify the Engineer at least 7 days prior to project completion and demobilization. The Contractor shall provide the Owner and Engineer with a post-construction certification letter and as-built drawings of the constructed artificial reef site documenting the precise location of the reef units within 7 days following completion of deployment of the reef material. The Post-Deployment Notification and Certifications shall be in accordance with Section 8.

3. Additional Notifications

The Contractor shall notify the Owner and Engineer at least 48 hours prior to any suspension of work. The Contractor shall notify the Owner and Engineer immediately for any work stoppages resulting from environmental impacts (endangered species impacts, fuel spills, etc.), permit violations, property owner disputes, safety violations, equipment malfunctions, etc.

C. Work

The Contractor shall manufacture, load, and transport artificial reef materials accepted by the Owner, Engineer, and FWC to a waterside loading area proposed by the Contractor, load the material on suitable offshore conveyance(s), and deploy the materials within the permitted reef area at the deployment site(s) specified in the Construction Drawings, Specifications, and Contract Documents. The Contractor shall field-verify the specific locations of the work and obtain Owner or Engineer acceptance prior to the transport or deployment of artificial reef materials or any related work components. The Owner and Engineer reserve the right to suspend the work at any time when the location, layout, or equipment utilized

by the Contractor is not sufficient to perform the work. The Contractor shall follow the Specifications and Construction Documents to define features of the work and document completed work areas.

2.2 WORK AREAS AND ACCESS

A. Manufacturing Yard and Staging Areas

The Contractor shall provide an area suitable to manufacturer clean artificial reef modules meeting the requirements of these contract documents. The proposed manufacturing yard shall be operated in a manner such that artificial reef materials remain free of soils, oils and greases, debris, litter, putrescible substances or other pollutants. The Contractor will provide access to the manufacturing yard for the Owner, Engineer, FWC, USACE, U.S. Coast Guard or any other required regulatory agency to conduct material inspections and review/observe manufacturing operations.

As necessary, the Contractor shall maintain their manufacturing, stockpile and/or staging area in a neat and orderly fashion and minimize the area utilized for staging and/or equipment storage. The Contractor will be responsible for cleaning and restoring any proposed staging areas not owned by the Contractor to pre-construction conditions. The Contractor shall be responsible for any damage to existing vegetation, infrastructure, private and public property, and staging, work, and access areas not owned by the Contractor. The Contractor shall repair any damage to public or private property resulting from the Contractor's operations at no cost to the Owner or Engineer. The Contractor will not be permitted to store construction equipment or materials within Okaloosa County property unless approved otherwise by the Owner and individual property owners. The Contractor is responsible for the collection and removal of any debris and litter associated with the work. The Deployment Plan submitted by the Contractor shall describe the proposed use of staging areas including equipment/materials to be used, schedule, storage areas, haul/access routes, etc.

B. Waterside Loading Areas

The Contractor shall utilize a suitable waterside loading area for transferring stockpiled reef materials to an adequate and authorized offshore conveyance or deployment vessel. The proposed loading area shall be operated in a manner such that artificial reef materials remain free of soils, oils and greases, debris, litter, putrescible substances or other pollutants. The Contractor will be responsible for reviewing a potential site's suitability for the proposed work and, if necessary, obtaining written use agreements with the upland property owner for the proposed work. The Contractor shall document the waterside loading area and activities in the Deployment Plan submitted to the Owner and Engineer for review prior to construction.

The Contractor shall provide information necessary to accurately describe the proposed waterside staging area and related work (e.g., location, haul routes, use agreements, etc.) in the Deployment Plan for Engineer and Owner review and acceptance. The Engineer and Owner shall review the proposed waterside staging area and Deployment Plan prior to the commencement of any construction activities.

C. Access and Haul Routes

As necessary, the Contractor shall propose haul routes to be reviewed by the Owner and Engineer. The Contractor shall not inhibit traffic or any other operations occurring at any of the stockpile, staging or loading areas. The Contractor shall not enter, stockpile material, or do any work on private properties unless specifically approved by the individual property owner(s). The Contractor's use of the access and haul routes shall be planned and executed to minimize potential impacts to traffic. Driving vehicles or equipment outside of proposed haul routes without Owner and Engineer review and acceptance is prohibited. The Contractor shall be responsible for any damage to existing haul routes and shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer.

D. Work Area

The Contractor's active work area shall be minimized to the greatest extent practical to manufacture, load and transport accepted artificial reef material in a continuous, uniform and efficient manner. The Contractor shall maintain all work areas in a neat and orderly fashion.

PART 3 - PERMITS, LICENSES, CERTIFICATIONS, AND APPROVALS

3.1 Regulatory Authorizations

- A. The proposed artificial reef deployment areas are permitted to Okaloosa County by the Florida Department of Environmental Protection (FDEP) and U.S. Department of the Army (DOA), Corps of Engineers (USACE). The table below documents the existing permit numbers and expiration dates. The FDEP and DOA permits and permit drawings are provided in Appendix A. As shown in the Drawings, the proposed artificial reef(s) shall be constructed within the permitted reef area defined in these authorizations and shall remain a minimum distance from the artificial reef site boundary. Additional construction detail is provided in the Construction Drawings and in Section 8 below. Notably, the County is currently pursuing FDEP authorizations/extensions for Fish Havens 17 – 19 and anticipates the updated FDEP authorizations to be granted prior to construction.

| Reef Area | FDEP Permit Number | FDEP Expires | USACE Permit Number | USACE Expires | Authorized Minimum Depth |
|---------------|--------------------|--------------|-------------------------|---------------|--------------------------|
| Fish Haven 13 | 0309090-004-EG | 6/6/2022 | SAJ-2011-03485 (SP-SWA) | 4/14/2024 | -33 ft-MLLW |
| Fish Haven 14 | 0309090-005-EG | 7/28/2022 | SAJ-2013-02668 (SP-SWA) | 4/14/2024 | -38 ft-MLLW |
| Fish Haven 15 | 0315101-002-EG | 7/28/2022 | SAJ-2012-03221 (SP-SWA) | 4/14/2024 | -38 ft-MLLW |
| Fish Haven 16 | 0315102-002-EG | 7/28/2022 | SAJ-2012-03222 (SP-SWA) | 4/14/2024 | -38 ft-MLLW |
| Fish Haven 17 | 46-0323466-001-EG | 1/24/2019 | SAJ-2014-00103 (SP-SWA) | 6/7/2027 | -43 ft-MLLW |
| Fish Haven 18 | 46-0323474-001-EG | 1/27/2019 | SAJ-2014-00103 (SP-SWA) | 6/7/2027 | -38 ft-MLLW |
| Fish Haven 19 | 46-0323475-001-EG | 1/24/2019 | SAJ-2014-00103 (SP-SWA) | 6/7/2027 | -31 ft-MLLW |

3.2 Compliance

- A. The Contractor is responsible for obtaining all environmental, building and related permits not supplied by the Owner, obtaining access and use agreements for work areas not owned by the Owner or Contractor, and maintaining all the required licenses, certifications and approvals required for the Work. The Contractor is responsible for complying with all requirements of the environmental and building permits, access/use agreements, easements, licenses, certifications, and approvals obtained by the Contractor or the Owner, and all conditions of the Contract Documents. The Contractor will be responsible for all fines and fees as associated with not obtaining the proper permits, authorizations, or licenses; not following the permit conditions; or improper documentation as required by permit authorities. The Contractor shall post copies of all permits conspicuously on the job site and maintain copies on the deployment and support vessel(s) at all times during construction. Any other licenses or approvals required for the execution of this work shall be secured and paid for by the Contractor. The Contractor shall be responsible for ensuring that all project personnel of the Contractor and their subcontractors are fully aware of and abide by all applicable requirements and conditions stated in the attached permits and any applicable ordinances, statutes, laws, rules or regulations which may affect this project or the Contractor's/subcontractor's work under this project, including but not limited to safety regulations and minimum wage regulations. The

Contractor shall be solely responsible for ensuring their personnel and subcontractors are informed of any modifications to any such applicable permits, ordinances, statutes, laws, rules or regulations.

3.3 Non-Compliance

- A. The Contractor shall immediately notify the Owner and Engineer of any non-compliance with the permits, access/use agreements, easements, licenses or terms and conditions of this contract. Any non-compliance noted by the Owner or Engineer shall be brought to the attention of the Contractor and the appropriate regulatory agencies. The responsible regulatory agency will determine the action to be taken and the Owner or Engineer will notify the Contractor. Such actions may include temporarily discontinuing construction of the project. The Contractor shall comply and require all subcontractors to comply with all applicable Federal, State, and local laws, regulations, permits, and easements and all elements of environmental protection. The Contractor shall be liable for any actions, delays and costs resulting from any violation or non-compliance with the conditions of the permits, easements, and terms of this contract attributable to their personnel or subcontractors.

PART 4 - ENVIRONMENTAL PROTECTION

4.1 GENERAL

The Contractor shall conduct all work-related activities in a manner so as to prevent pollution and other environmental damage and minimize or avoid disturbance to the existing natural upland and offshore environment throughout construction operations. The Contractor shall fulfill these specifications at the Contractor's expense. All costs associated with these sections shall be included in the unit costs for the manufacture, transport and deployment of artificial reef materials.

4.2 PERMITS AND AUTHORIZATIONS

The Contractor shall comply with all environmental permits and authorizations obtained by the Contractor or the Owner. Specifically, the Contractor is responsible for complying with all threatened and endangered species protection requirements and all other environmental protection requirements specified in the FDEP and DOA permits listed in Section 3 above, and all documents referenced in these permits (a copy of the FDEP and DOA permits is provided in Appendix A). The Contractor is also responsible for complying with all other permits and authorizations obtained by the Contractor. The regulations, requirements, and conditions of all Federal, State, and local environmental permits and authorizations, obtained by Owner or Contractor, are considered a part of the contract and shall be complied with by the Contractor and subcontractors. The Contractor shall be responsible for ensuring that all Contractor personnel and subcontractors are all familiar with these and any other applicable permits, including referenced documents, their potential impact on the proposed work, and the measures needed to maintain compliance with these permits and authorizations. The Contractor will be responsible for all fines and fees associated with not obtaining the proper permits or authorizations, not following the permit conditions, and improper documentation or reporting required by regulatory authorities.

4.3 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection for all items set forth herein. The Contractor shall record on Daily Quality Control reports any problems in complying with laws, regulations, ordinances, and project permits and any corrective action taken (See Section 5 for daily reporting requirements).

4.4 ENDANGERED SPECIES PROTECTION

The Contractor shall not impact any protected marine species. Construction operations shall be limited to daylight hours only. The Contractor will instruct all personnel associated with the project of the potential presence of protected species (e.g. sea turtles, manatees, gulf sturgeon) in the waters adjacent to the project area, the need to avoid collisions with these protected species, and specific regulatory measures to protect these species. The Contractor and all personnel shall follow all species protection measures required by regulatory authorizations (e.g., Sea Turtle and Smalltooth Sawfish Construction Conditions, Standard Manatee Conditions for In-Water Work, and Vessel Strike Avoidance Measures and Reporting for Mariners). All construction personnel will be advised that there are civil and criminal penalties for harming, harassing, or killing marine species that are protected under the Endangered Species Act of 1973. The Contractor will be held responsible for any protected, threatened or endangered species harmed, harassed, or killed as a result of construction activities.

Any collisions with a sea turtle, manatee, gulf sturgeon, or other protected species, or sighting of any injured or incapacitated animal will be reported immediately to the Owner, Engineer and all other organizations/individuals as required by regulatory authorizations. The Contractor will be required to abide by and implement all safeguards, reporting criteria, special operating conditions, lighting requirements, and other measures required by State and Federal permits to protect endangered species potentially occurring within and adjacent to the project limits during the entire period of construction.

The Contractor shall maintain an Environmental Log detailing all incidents, including sightings, collisions with, injuries, or killing of sea turtles or other marine species occurring during the contract period. The log shall be recorded on a standardized form developed by the Contractor and accepted by the Owner and Engineer; the form is to be entitled "Environmental and Endangered Species Reporting Log." Copies of the log and all supporting data in its original form shall be forwarded directly to the Owner and Engineer within 10 days of recording. Following project completion, the Contractor shall submit an Environmental Final Summary Report summarizing the above incidents and sightings to the Owner and Engineer.

4.5 ENVIRONMENTAL PROTECTION CERTIFICATION LETTER

Within ten (10) calendar days after Notice to Proceed, the Contractor will submit in writing a Letter of Understanding clearly acknowledging receipt, review, and understanding of all environmental permits applicable to the project and the conditions in the permits, environmental protection outlined in this Section, and as defined by all applicable regulations, requirements, and conditions of all Federal, State, and local environmental permits and authorizations. The Contractor must also acknowledge responsibility for ensuring that all Contractor personnel and subcontractors are all familiar with these and any other applicable permits, including referenced documents, their potential impact on the proposed work, and the measures needed to maintain compliance with these permits and authorizations. The Contractor must acknowledge responsibility for all fines and fees associated with all environmental protection violations, not obtaining the proper permits or authorizations, not following the permit conditions, and improper documentation or reporting required by regulatory authorities.

4.6 NOTIFICATION

The Owner or Engineer will notify the Contractor in writing of any observed noncompliance with the aforementioned federal, state, or local laws, regulations, and permits and other elements of Environmental Protection. The Contractor will, after receipt of such notice, inform the Owner and Engineer of proposed corrective action and take such action as may be accepted. If the Contractor fails to comply promptly, the Owner or Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted for any such suspension, and any additional costs incurred by the Contractor shall be paid by the Contractor at no additional cost to the Owner.

The Contractor will immediately notify the Owner and Engineer, in writing, of the occurrence of any environmental incidents or violations of the permit requirements or environmental protection laws.

4.7 REEF MATERIAL PROTECTION

The Owner, Engineer, and FWC shall review the Contractor's proposed reef material for regulatory authorization compliance and must confirm that the material is suitable for artificial reef deployment prior to material transport or deployment. The Contractor shall be responsible for ensuring the reef material remains suitable for deployment throughout the handling, loading and transport process. The Contractor shall ensure the materials remain free of soils, oils and greases, debris, litter, putrescible substances, and other pollutants as required by regulatory authorizations. Should the materials become contaminated or damaged during the handling, loading, and/or transport process, the Contractor shall be responsible for cleaning the material to the satisfaction of the Owner prior to deployment or disposing of and replacing any contaminated or damaged units.

4.8 PROTECTION OF ENVIRONMENTAL RESOURCES

A. General

It is intended that the land and water resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in the present condition or be restored, after completion of construction, to a natural condition that will not detract from the appearance of the project.

As much as possible, the Contractor will confine his construction activities to areas defined by the plans and specifications.

B. Work Area Limits

The Contractor's field offices, staging and stockpile areas, and temporary facilities will be placed in areas approved by the Owner or property owner. Temporary movement or relocation of the Contractor facilities will be made only upon approval by the Owner or the property owner.

C. Disposal of Wastes

Solid wastes (excluding clearing debris) shall be placed in containers that are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. The Contractor shall transport all solid waste off the properties within the project limits and dispose of it in compliance with federal, state, and local requirements for solid waste disposal. Discarded materials other than those that can be handled in the solid waste category will be handled as directed by the Owner.

D. Dispensing of Fuel

The Contractor shall take all responsible precautions to prevent fuel spills or contamination of the ground with fuel. Fuel dispensers shall have a 4-foot square, 16-gauge metal pan with borders banded up and welded at corners right below the bibb. Edges of the pans shall be 8-inch minimum in depth to ascertain that no contamination of the ground takes place. Pans shall be cleaned by an accepted method immediately after every dispensing of fuel and wastes disposed of offsite in an approved area. Should any fuel spills occur, the Contractor shall immediately notify the Owner, Engineer, property owner, and any other required parties and immediately remove the contaminated ground and dispose of it offsite at an approved facility.

E. Disposal of Chemical Wastes

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local regulations.

F. Disposal of Discarded Materials

Discarded materials other than those that can be included in the solid waste category shall be handled as directed by the Owner or Engineer.

4.9 PROTECTION OF WATER RESOURCES

A. General

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. The Contractor shall conduct his operations in a manner to minimize run-off and erosion, and shall conform to all water quality standards as prescribed by Chapter 63-302 of the Florida Administrative Code. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities that are included in this contract.

B. Marine and Estuarine Resources

The Contractor shall avoid impacts to any protected species and marine resources such as existing artificial and natural reefs, seagrasses, and marsh habitat within Pensacola Bay, Choctawhatchee Bay, the Gulf of Mexico and connected waterbodies. Construction shall be limited to daylight hours only. Care shall be taken to avoid impacts to reefs, oysters, seagrasses, marsh, and any other resources or habitat

in shallow marine or estuarine waters. The Contractor shall not impact or disturb any potential resources depicted in the Construction Drawings during construction activities (e.g. anchoring, spudding, module placement, etc.). The Contractor and his equipment (e.g., anchors, ropes, etc.) shall maintain a sufficient offset distance (in accordance with regulatory authorizations) from any identified, observed, or potential resource to ensure these resources are protected and not impacted at all times throughout construction operations. All personnel should be advised there are civil and criminal penalties for damaging natural resources.

C. Navigation

The Contractor's equipment shall remain within navigable water depths to avoid equipment groundings or impacts to submerged aquatic resources. The Contractor shall maintain current navigational charts of all work and transport areas at all times aboard the deployment and support vessels. The Contractor shall not obstruct navigation channels during material loading, transport or deployment operations. All vessels shall operate at minimum speeds necessary to maintain steerage while operating in shallow waters or channels where the draft of the vessel provides less than 3 feet clearance from the bottom. The Contractor shall immediately stop work and notify the Owner, Engineer, and Florida Fish & Wildlife Conservation Commission of any collision with or injury to submerged natural resources (e.g., reefs, seagrasses, etc.) or protected species (e.g., manatees, turtles, etc.).

D. Washing and Curing Water

Wastewaters directly derived from construction activities shall not be allowed to enter open surface waters or waters of the State. Any wastewater generated shall be collected or controlled through retention ponds or other environmental controls where suspended materials can settle out or the water evaporation can separate pollutants from the water.

E. Oil Spill Prevention

The Contractor shall prevent oil, fuel, or other hazardous substances from entering the ground, drainage system, or local bodies of water. Containment, diversionary structures, or equipment shall be implemented by the Contractor to prevent discharged oil from reaching a watercourse. Should a spill occur, the Contractor shall take immediate action to contain and clean up any spill of oily substances, petroleum products, or hazardous substances and immediately report such spills to the Owner and Engineer. The Contractor shall supply oil spill containment materials such as oil booms and absorbent materials at each site and offshore conveyance where the potential for an oil spill may exist.

Section 13 of the River and Harbor Act of 1899 prohibits any pumping or discharging of bilge water containing oil or any other pollutants into navigable waters or into areas which would permit the flow of oil or other pollutants into such waters. Violation of this prohibition is subject to penalties provided under the referenced Act.

Liabilities: The Contractor shall be liable for the damage caused by oil or fuel spills when it can be shown that materials were discharged as a result of willful negligence or willful misconduct. The penalty for failure to report the discharge of oil shall be in accordance with state and federal laws.

F. Turbidity

The Contractor shall use whatever special equipment or methodology necessary to load the reef materials on the offshore conveyance and place the materials at the proposed artificial reef site(s) in a manner to avoid picking up, discharging, or disturbing quantities of sand or soil that might cause turbidity violations. The Contractor shall ensure that all employees involved in loading and placing material in the water understand the causes of turbidity and need to avoid water quality violations.

Contractor shall conduct his deployment operations in accordance with FDEP and DOA permits requiring that all artificial reef construction shall commence in a manner to minimize turbidity and shall conform to all water quality standards as prescribed by Chapter 62-302, Florida Administrative Code and as required by approved permits. If the Contractor violates any condition of any Permit or work is stopped by any public entity, any additional costs incurred by the Contractor, including any fines, shall be paid by the Contractor at no additional cost to the Owner.

G. Floating Debris

The Contractor shall be prepared to remove any floating debris that might occur during deployment. The Contractor shall have boat hooks, dip nets, or other equipment on-board their vessel(s) to enable collection of unanticipated marine debris. The Contractor will be responsible for ensuring that any floating debris discovered and collected during deployment operations (e.g., wood, floating line, plastic bottles, etc.) shall be transported back to land for proper disposal.

4.10 PROTECTION OF AIR RESOURCES

A. General

The Contractor shall continuously monitor and manage all construction activities to comply with the following requirements for environmental pollution prevention.

B. Noise

The Contractor shall make all possible efforts to minimize noise pollution. The Contractor will keep construction activities under surveillance and control to minimize damage to the environment by noise and to comply with all federal, state, and local noise ordinances. All equipment shall be equipped with satisfactory mufflers or other noise abatement devices. The use of horns, bells or the use of whistle signals shall be held to a minimum necessary in order to ensure as safe and as quiet an operation as possible.

C. Air Pollution

The Contractor will keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Florida (Florida Statute, Chapter 403 and others) and all Federal emission and performance laws and standards.

4.11 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor will train his personnel in all phases of environmental protection. The training will include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities to ensure adequate and continuous environmental pollution control. Quality Control and supervisory personnel will be thoroughly trained in the proper use of monitoring devices and abatement equipment, and will be thoroughly knowledgeable of Federal, State, and local laws, regulations, and permits. Quality Control personnel will be identified in the Quality Control Certification Letter submitted in accordance with Section 5.

4.12 PRESERVATION AND RECOVERY OF HISTORIC, ARCHEOLOGICAL, AND CULTURAL RESOURCES

If, during construction activities, the Contractor observes items that may have historic or archeological value, such observations shall be reported immediately to the Owner and Engineer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special

disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

4.13 POST-CONSTRUCTION CLEANUP

The Contractor will be responsible for cleaning and restoring all construction areas (work, staging, loading, and access areas) not owned by the Contractor to pre-construction conditions to the satisfaction of the Owner and Engineer prior to demobilization. Post-Construction Cleanup shall include removal of all Contractors' equipment and the removal and disposal of all waste generated during the construction process. The Contractor will not abandon any equipment or materials at any of the work areas, haul routes, etc. unless approved otherwise in writing by the Owner, Engineer and Property Owner. The Contractor shall be responsible for repairing any environmental damage to any of the work, staging, loading, and access areas. The Contractor shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer.

4.14 PRESERVATION AND RESTORATION OF LANDSCAPE AND MARINE RESOURCE DAMAGES

The Contractor will restore all upland landscape features and marine resources (seagrass, reefs, etc.) damaged or destroyed during construction operations within and outside the limits of the work areas. The Contractor shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer.

PART 5 - QUALITY ASSURANCE AND QUALITY CONTROL

5.1 GENERAL

The Contractor shall be solely responsible for assuring the quality of all work conducted by the Contractor or its subcontractors in association with the Contract for this project. The Contractor will establish and maintain an effective quality control system in compliance with the Contract Documents and General Conditions. The quality control system will consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all manufacturing and construction operations, both onsite and offsite, and will be keyed to the proposed construction sequence. The Contractor shall designate a Quality Assurance (QA) Officer for this contract to assume responsibility for compliance with all requirements of this contract including permit conditions, easements, statutes, laws and applicable regulations. The QA officer will be held responsible for the quality of work on the job and is subject to removal by the Owner or Engineer for non-compliance with quality requirements specified in the Contract and Specifications. The QA Officer in this context will mean the individual with the responsibility for the overall management of the project including quality and production.

5.2 QUALITY CONTROL CERTIFICATION LETTER

Within ten (10) calendar days of the Notice of Award, the Contractor will submit to the Owner and Engineer the Contractor Quality Control (CQC) Certification Letter acknowledging the CQC system requirements defined in this section. The letter must state that the Contractor maintains a CQC system fulfilling all requirements outlined in this section and shall also state the designated QA/QC officers. Further definition or clarification of the CQC system may be requested by the Owner or Engineer. The CQC Certification letter shall be a required prerequisite to the start of construction.

5.3 CONTRACTOR QUALITY CONTROL SYSTEM

The Contractor shall provide the Owner access to all QC procedures, data, and reports at any time at the request of the Owner. All costs related to activities associated with QA/QC shall be borne by the Contractor. The Contractor shall revise the CQC system at the discretion of the Owner and Engineer.

The CQC system shall include but not be limited to the following:

- A. Appointment designating a QA Officer(s), describing responsibilities, providing required qualifications and delineating the line of authority and organizational reporting requirements of the QA Officer.
- B. Personnel Training: Personnel responsible for initial training and dissemination of updated information throughout the term of the contract shall be specified as well as a comprehensive list of training issues covered. Training shall include review of all applicable Technical Specifications; permit conditions; licenses, easements, statutes, laws, and other regulations; environmental resource protection; methods of detecting and avoiding pollution; and statutory and contractual pollution standards. QA/QC and supervisory personnel shall be thoroughly trained in the proper use of pollution monitoring devices and abatement equipment and shall be thoroughly knowledgeable of applicable Federal, State, and local laws, regulations, permits, easements and other applicable requirements.
- C. Quality Control Methods: Methods shall include those requirements for manufacturing, environmental protection, equipment, verification of the barge position, and any other methods the Contractor proposes to assure the quality of their work. These methods shall also be used for any and all work that will be performed by subcontractor(s).
- D. Reporting: Reporting requirements shall be included in the CQC system. The Contractor is required to prepare and submit to the Owner and Engineer the Daily CQC Report. The daily reports shall include all work activity, weather and sea conditions, personnel, on-site materials and equipment list, and/or barge surveys for all barge loads from the first day of mobilization through the last day of work, including site

restoration. Reports in electronic format shall be provided to the Owner or Engineer daily and signed hardcopies of the daily reports shall be submitted weekly. Each report shall describe each day's work and include a narrative describing the length and nature of any delays in work. With the CQC Certification Letter, the Contractor shall provide a sample daily report for Engineer review and acceptance. The daily report shall include, at a minimum:

1. Project name
 2. Contractor's name and contact information
 3. Date of report
 4. Weather conditions
 5. Work performed
 6. On-site materials and equipment
 7. Quantity of materials loaded, transported, deployed, etc. (including barge displacement measurements and calculations)
 8. Problems/delays/issues
 9. Environmental compliance/Species sightings/Environmental issues (indicating whether all operations remain within compliance, species, sightings, etc.)
 10. Instructions given/received
 11. Deviations from the Drawings and/or Specifications
 12. Certification statement by the Contractor with the Contractor's signature verifying the reported information
- E. QA Inspections: All compliance inspections conducted by the Contractor, Owner or the Engineer shall be individually recorded on the daily CQC Report. The inspector shall also record the recommended corrective action to be taken and shall conduct a follow-up inspection within 24 hours to ensure compliance with the corrective action.
- F. QA/QC Deficiencies: The Contractor is responsible for implementing any corrective actions recommended by the Quality Assurance Officer, Owner or Engineer. Reported deficiencies shall require follow-up inspection within 24 hours by the Contractor and/or the Owner or Engineer. Recurring deficiencies in an item or items may indicate inadequacies in the Contractor's CQC System, and the Contractor may be required to revise the System as directed by the Owner or Engineer and advise appropriate personnel of any modifications required.

5.4 COORDINATION MEETING

The Contractor will meet with the Owner and Engineer to discuss the Contractor's quality control system and general construction operations prior to construction. Meeting topics shall include review of the daily CQC Report and administration of the system for both onsite and offsite work. There may also be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

5.5 NOTIFICATION OF NONCOMPLIANCE

The Owner or Engineer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor will take immediate corrective action after receipt of such notice. Such notices may be delivered to the Contractor at the work site or sent electronically and will be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Owner or Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been

taken. No part of the time lost due to such stop orders will be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

PART 6 - SAFETY AND CONFLICTS

6.1 GENERAL

The Contractor shall at all times protect the safety of the general public and all personnel within and immediately adjacent to all active construction areas, including material manufacturing, stockpile, loading, staging, and access areas and haul routes. The Contractor shall notify the Owner and Engineer immediately of any concerns or issues relating to potential safety conflicts between work activities and the general public and immediately following any accidents.

6.2 SAFETY CERTIFICATION LETTER

Within ten (10) calendar days of the Notice of Award, the Contractor will submit to the Owner and Engineer a letter stating that the Contractor maintains a plan for all safety and inspection procedures and that designates personnel responsible for supervising accident prevention activities and insuring compliance with safety measures. The minimum safety requirements are defined below. The Contractor shall maintain Safety procedures and overseeing personnel as well as a maintenance of traffic plan.

6.3 SAFETY

- A. The Contractor shall maintain all safety and inspection procedures and designate personnel responsible for supervising accident prevention activities and ensuring compliance with safety measures. The Contractor shall implement and maintain Safety procedures which shall include but not be limited to the following:
1. Letter of Appointment: Designating a Safety Officer(s), describing responsibilities, providing qualifications and delineating the line of authority and organizational reporting requirements of the Safety Officer.
 2. OSHA Standards: The Contractor shall review the latest U.S. Army Corps of Engineers Manual, General Safety Requirements EM 385-1-1, and the latest Occupational Safety and Hazard Agency (OSHA) standards, become fully knowledgeable of the personal protective equipment that must be provided workers, be familiar with the safety standards applicable to the prevention of accidents during the construction of this project, and comply with all applicable provisions.
 3. Medical Emergencies Plan: The criteria for designating a medical emergency and the procedures to be followed shall be detailed by the Contractor. These procedures shall include local information relative to emergency treatment facilities and methods of transporting personnel as necessary.
 4. Weather Conditions: The Project Area may be affected by tropical storms and hurricanes and by windy and/or rainy weather, including severe electrical storms. The Contractor shall be responsible for obtaining information concerning conditions that could influence project operations prior to making a bid.
 5. Hurricanes and Severe Storms Plan: The Contractor shall monitor the NOAA marine weather broadcasts and other local commercial weather forecasting services throughout construction operations. The Contractor shall notify the Owner and Engineer at the time of any decision to move equipment in preparation for potential storms. The Contractor shall submit to the Owner and Engineer the following information in the Hurricane and Severe Storms Plan, as necessary:
 - a. Prioritized Methods for Storm Preparations: The Contractor shall prepare a schedule and prioritized list of actions to be taken in the event of an impending storm and assign personnel to each action. The Contractor shall specify how each piece of equipment will be secured in place or moved to a safe harbor including the details of all required equipment (e.g., tugs: size, capacity, number; work boats: size, capacity, number; storm anchors: type, size number;

chain or line: size, lengths, etc.). The Contractor shall indicate action upon the following events:

- 1) Action to be taken within 24 hours of a severe or tropical storm.
- 2) Action to be taken within 72, 48, and 24 hours of an impending hurricane.

6. Maintenance of Traffic Plan (as necessary): The Contractor shall implement a Maintenance of Traffic Plan including, at a minimum, designation of access and haul routes to and from manufacturing/stockpile and waterside staging areas and safety features such as FDOT-approved warning signs at all areas where heavy equipment and/or trucks will be entering major roadways. The plan shall also include a statement indicating all trucks and hauling equipment (e.g. trailers, etc.), as well as their operators, are approved by the FDOT and any other applicable regulatory agencies. Proper licenses, certifications, and/or authorizations shall be maintained with the vehicles, equipment, and/or operators at all times throughout construction.

6.4 ACCIDENTS

- A. All accidents causing personal injury, death, or property damage shall be reported to the Owner and Engineer immediately. The Contractor shall provide such equipment and medical facilities and notify emergency medical personnel as necessary to supply first aid service to anyone who may be injured in connection with the performance of the work, on or adjacent to the site. The Contractor shall prepare an accident report providing full details of the accident including statements from witnesses.

6.5 TRAFFIC SAFETY

- A. The Contractor shall adhere to the haul routes proposed in the Deployment Plan unless otherwise accepted by the Owner.
- B. The Contractor shall provide and maintain fencing, barricades, warning signs/signals, and/or a flag person as necessary to ensure public safety as required by local, State, or Federal regulations or as required by the plans or specifications.

6.6 FDOT REGULATIONS

- A. All trucks and upland hauling equipment utilized by the Contractor, as well as the personnel operating the equipment, shall be approved by the Florida Department of Transportation as well as any other applicable regulatory authority, and proper licenses, certifications, and/or authorizations shall be maintained with the operators, vehicles or equipment at all times throughout the work. The Contractor shall be familiar with the weight and specifications (height, width, etc.) of all equipment and materials and restrictions (height, weight, width, etc.) of all roadways and bridges that are necessary to perform the work. The Contractor is responsible for adhering to all weight and traffic regulations on all roadways. The Contractor shall adhere to any proposed haul route(s) shown in the Construction Drawings unless otherwise documented in the Deployment Plan and accepted by the Owner.
- B. The Contractor shall be liable for any damage caused by hauling or transport operations when it can be shown that damage resulted from willful negligence or willful misconduct. The Contractor shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer.

6.7 U.S. COAST GUARD REGULATIONS

- A. All personnel and equipment necessary to load, transport, and deploy artificial reef materials offshore (barges, tugs, support vessels, cranes, etc.) shall be in compliance with U.S. Coast Guard standards and any other applicable State or Federal regulations for safe offshore transport. All vessels and personnel shall be U.S. Coast Guard certified, and all ocean-going vessels (tugs, barges, etc.) shall be ABS certified

(as required) with current certificates of inspection and be capable of working in at least two foot seas and other such wind, weather, and sea conditions typical to the northern Gulf of Mexico.

6.8 EXCLUSION OF THE PUBLIC

- A. The Contractor shall secure all working areas (e.g., manufacturing, staging, loading, and deployment areas) and exclude the public from the immediate work areas at all times during construction operations. If the Contractor is not able to keep and maintain the public at a safe distance from construction activity, the Contractor shall notify the Owner and Engineer immediately.

6.9 CONFLICTS

- A. The Contractor is advised that construction work by other contractors may be occurring at the same time as the proposed work. The Contractor shall direct all concerns or issues relating to potential work conflicts to the Owner and Engineer immediately upon discovery.

PART 7 - ARTIFICIAL REEF MATERIALS

7.1 GENERAL

All materials proposed for artificial reef deployment shall consist of clean, engineered pre-fabricated modules consisting of concrete and/or heavy-gauge steel with dimensions and physical characteristics described within these Technical Specifications and Contract Documents. Per the regulatory authorizations, the materials shall be free of soils, oils and greases, debris, litter, putrescible substances, and other pollutants. The materials shall be of sufficient weight to remain stable and withstand coastal conditions within the project area once deployed. The Contractor shall only utilize materials meeting the requirements of the contract documents, and specifically reviewed and accepted by the Owner, Engineer, and/or FWC.

7.2 AUTHORIZED REEF MATERIALS

- A. Contractor shall propose engineered prefabricated units (e.g. modules) that meet the requirements of the FDEP and DOA regulatory authorizations, the FWC grant requirements, and Chapter 62-330.600 of the Florida Administrative Code. This shall include the specified module designs and washing concrete to remove any loose dirt or debris and any other work necessary to ensure the material meets regulatory authorization requirements and inspection by the Owner, Engineer, regulatory agencies or their commenting agencies (e.g. U.S. Coast Guard, FWC, NOAA, etc.).
- B. The Owner, Engineer, and FWC shall inspect and review the proposed reef materials for regulatory authorization compliance and confirm the Contractor's proposed material is suitable for artificial reef deployment. The Contractor shall be responsible for ensuring the reef material remains suitable for deployment throughout the handling, loading and transport process. The Contractor shall ensure the materials remain free of soils, oils and greases, debris, litter, putrescible substances and other pollutants as required by regulatory authorizations. Should the materials become contaminated or damaged during the handling, loading, or transport process, the Contractor shall be responsible for cleaning the material to the satisfaction of the Owner or disposing of and replacing any contaminated or damaged units.
- C. All artificial reef materials shall be clean and free from asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free-floating material or other deleterious substances.
- D. Concrete units must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi) and cured for at least 14 days prior to deployment. Units shall have roughened concrete surfaces and embedded limestone rock and/or shell for increased surface area and roughness to enhance marine organism colonization.
- E. Prefabricated concrete units shall be engineered with reinforcing to ensure the units have sufficient strength to withstand all conditions associated with material deployment (e.g., lifting, stacking, deployment and long-term, submerged coastal forcings).
- F. Steel products utilized as concrete reinforcement or as part of the module structure must have thickness of ¼ inch or greater. No steel products (rebar, wire, or metal casing) shall be allowed to protrude from the module surface to prevent line entanglement and safety hazards to divers. Large diameter rebar, with both ends encased in concrete, or eye bolts utilized as lifting lugs are acceptable.
- G. Modules shall be sufficiently massive to self-anchor on the bottom and remain stable to withstand the anticipated coastal conditions of the reef area (e.g., wave and current loadings).
- H. Unit design shall incorporate design measures to reduce potential settling and scour (e.g. wider base footprint, scour apron, solid base, etc.).

- I. Units must be capable of being lowered to the seafloor in an upright, vertical position via embedded lifting lug or similar apparatus. The lowering cable-to-unit connection must be remotely detached and returned to the surface once the module is placed on the sea floor. All equipment (lifting lines, straps, shackles, hooks, ties, ropes, etc.) must be entirely removed from the placed unit following construction.
- J. Prior to deployment, the Contractor shall mark each module with a unique alpha-numeric identifier. The unique identifier will be used for tracking purposes during deployment operations and during post-deployment surveys and monitoring activities.
- K. The reef units must be designed to prevent safety hazards to divers, potential snags by fishing gear and entrapment of marine life, including sea turtles.
- L. The Contractor is not permitted to load or deploy any materials until reviewed and authorized by the Owner, Engineer, and/or FWC. The Contractor shall not deploy any materials not listed on the materials inventory without authorization from the Owner and Engineer.
- M. There shall be no "white goods" (inoperative or discarded refrigerators, freezers, ranges, water heaters, washers and other similar domestic or commercial appliances), asphalt materials, tires, or other polluting materials used in construction of the reef.

7.3 REQUIRED MODULE CHARACTERISTICS

The Contractor shall only propose engineered, prefabricated modules meeting the requirements below. The Contractor shall furnish the Owner, Engineer, and FWC with typical dimensions and a certified weight for each of the proposed modules.

Each proposed module must have the following characteristics:

- A. Module Type A: Small Tetrahedron
 - 1. Hollow, concrete walled structure with three or more sides.
 - 2. Certified weight sufficient for the unit to remain stable following deployment. The certified weight of each proposed unit shall be a minimum of 5,000 lbs (2.5 tons) and not exceed 20,000 lbs (10 tons).
 - 3. Height between 6 ft. (minimum) and 8 ft. (maximum)
 - 4. Each unit must have a solid bottom or the top of each structure must have an opening greater than 36 inches in diameter to avoid sea turtle entrapment.
- B. Module Type B: Large Tetrahedron
 - 1. Hollow, concrete walled structure with three or more sides.
 - 2. Certified weight sufficient for the unit to remain stable following deployment. The certified weight of each proposed unit shall not exceed 36,000 lbs (18 tons).
 - 3. Height between 15 ft. (minimum) and 18 ft. (maximum).
 - 4. Each unit must have a solid bottom or the top of each structure must have an opening greater than 36 inches in diameter to avoid sea turtle entrapment.
- C. Module Type C: Ledge and Disk Reef
 - 1. Hollow base concrete structure with at least one side open providing a horizontal ledge or crevice. Opening must be at least 36 inches wide by 24 inches high.

2. Attached to the top of the base structure shall be a vertical reef unit comprised of multiple rock and/or concrete layers set on a non-leaching pile or pedestal, or a hollow reef structure that provides additional horizontal ledges or crevices. The vertical reef component shall meet the following characteristics:
 - a. The width or diameter of each rock/concrete ledge (or disk) shall be 4 to 6 feet (minimum 4 feet)
 - b. At least 4 inches of clear spacing between ledges, but no greater than 8 inches of clear distance.
 - c. Minimum of 3 ledges or discs
3. Certified weight sufficient for the unit to remain stable following deployment. The certified weight of each proposed unit shall not exceed 8,000 lbs (4 tons).
4. Height between 6 ft. (minimum) and 8 ft. (maximum)

7.4 MATERIAL COMPOSITON

Each proposed unit shall be comprised of concrete and heavy gauge steel and shall include embedded stone, shell, or other surface treatments to increase surface roughness. Steel products utilized as concrete reinforcement or as part of the module structure must have thickness of ¼ inch or greater. Concrete must be marine-grade with a strength of 4,000 pounds per square inch and cured for at least 14 days prior to deployment. Alternative concrete reinforcing techniques (e.g. fiberglass reinforcing) may also be proposed.

7.5 LIABILITY & RESPONSIBILITY FOR REEF MATERIALS

Upon initiation of manufacturing, handling, and movement of the artificial reef materials, all liability, risk of loss, and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the Contractor. This liability, assumption of risk and responsibility shall remain with the Contractor until the materials are deployed at the permitted reef site(s) in accordance with the contract documents.

PART 8 - ARTIFICIAL REEF CONSTRUCTION

8.1 DEPLOYMENT PLAN

A. The Contractor shall prepare a deployment plan for the artificial reef construction project. Within ten (10) calendar days of the Notice of Award, the Contractor will submit the Deployment Plan for review and acceptance by the Owner and Engineer. The plan shall include the construction schedule (including all work from module manufacturing through deployment and site demobilization); manufacturing methods; proposed work/staging areas; a list of all work force and equipment required for handling, transport, and deployment operations; deployment methodology describing how the materials will be loaded, transported and deployed; and the qualifications of supervisor(s). The qualifications shall provide a detailed description of the Contractor's experience, including a list of similar artificial reef deployments within the last 5 years, and understanding of artificial reef deployments. The Contractor's qualifications shall also reference specific experience with artificial reef manufacturing and construction (including loading, transport, and offshore deployment) utilizing engineered, prefabricated artificial reef units. The Contractor shall also provide with the deployment plan documentation of any additional required permits, licenses, authorizations, etc. (if any) that may be necessary to perform the work.

B. The Deployment Plan will be reviewed and discussed at the Pre-Construction Conference. Owner and Engineer acceptance of the Deployment Plan shall be a required prerequisite to the start of construction. The Deployment Plan shall include the following:

1. **Work Progress Schedule:** A Work Progress Schedule shall be developed and provided to the Owner and Engineer showing the time allotted for each of the various tasks. The schedule shall show the various tasks of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract Period. The Schedule shall show the order and interdependence of tasks and the sequence in which the work is to be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each task can be readily measured. Each task shall show a beginning work date and duration. Tasks shall include procurement time for materials, plants and equipment, various tasks involved in mobilization/demobilization, and rate of operations (including anticipated daily volumes of material manufactured and/or deployed). Additional consideration shall be given to scheduling and coordination required for manufacturing and transport as well as potential weather delays. The list of tasks shall also include milestones when indicated by the Contract Documents.

If the Owner determines that the Schedule submitted by the Contractor is inadequate, the Owner shall return the schedule to the Contractor for correction. The Contractor shall have five (5) calendar days from the date of transmittal to submit a corrected schedule. Failure to provide the revised Schedule in the time specified shall result in withholding of all Contract Payments until the revised Schedule is accepted. This item shall be performed at the expense of the Contractor. Acceptance of the Schedule shall be a required prerequisite to the start of construction. When accepted, this original Schedule shall become part of the Contract Documents and shall constitute the baseline against which progress is measured.

2. Letter or Statement of Appointment designating a Project Construction Manager, describing responsibilities, and providing qualifications.
3. Proposed Equipment List including all equipment required to perform the work (manufacturing, loading, hauling, offshore transport, and deployment). The Contractor shall provide a statement clearly indicating all equipment utilized for the project is properly licensed, certified, approved, and insured in accordance with local, State and Federal law and is sufficient for performing the proposed work within the project schedule and budget.

4. Proposed Construction Methodology including a description of proposed methods for reef unit manufacturing, material hauling and staging, waterside loading, offshore deployment of materials at the reef site (including pre-deployment inspections, anchoring plan, buoy markers, communications, production rates/haul capacity, etc.) and any required staging and/or loading site restoration.
5. Proposed Construction Methodology to achieve the module configuration depicted on the Construction Drawings. The plan shall include details regarding the placement and schedule for each module type, referencing the alphanumeric identifiers on each module.
6. Module type and exact quantity of reef units (modules) proposed for artificial reef deployment, module dimensions, individual reef unit weight(s) (lbs), and a total weight of the proposed deployment (tons).
7. Subcontractor list.

8.2 PRE-DEPLOYMENT NOTIFICATION

- A. The Contractor shall prepare and submit the required Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification Form to the required regulatory agencies, the Owner, and Engineer at least 14 days prior to material loading or transport as required by the regulatory authorizations (Appendix A). The Contractor shall not handle, load, transport or deploy materials until the end of the 14-day inspection period. The Contractor is encouraged to submit the required forms earlier than 14 days prior to construction commencement to reduce the potential for construction delays.
- B. The Contractor shall not load, transport or deploy materials if notified by the USACE, FWC, Engineer, or Owner that the material is questionable or unaccepted. The Contractor shall only handle, load, transport and deploy materials deemed acceptable by the Owner, USACE and FWC, and only after the 14-day inspection period has expired.
- C. The Owner and Contractor agree to allow the Owner, FWC or their designee(s) to conduct on-site inspections of all phases of this artificial reef project before, during, and after the deployment. The Contractor shall document the concrete material on the barge via written reports and photographs immediately prior to departing, or at the deployment site immediately before deployment.

8.3 LOADING & TRANSPORTATION

- A. The Contractor shall provide all supervision, labor, and equipment necessary for loading reef construction materials from the Contractor's proposed manufacturing site to a proposed waterside loading area, loading the material on a suitable offshore conveyance, transporting the materials offshore to the reef construction site, and precise placement of the material to create artificial reefs. The Contractor shall maintain any and all necessary permits, licenses, and authorizations for transporting the materials from the existing staging area to the waterside loading area and to the offshore artificial reef site.
- B. The Contractor assumes all liability, risk of loss and responsibility for the safe handling, transportation, and storage of all artificial reef materials. The Contractor shall only load or transport materials that have been observed and accepted by the Owner, Engineer, and FWC. The Contractor shall not drop, push or handle material in such a manner that may damage or compromise the structural integrity of the material. The Contractor shall not load materials that do not meet the requirements within these specifications (clean materials, module types, etc.).
- C. The Contractor shall propose material transport routes in the Deployment Plan. The Contractor shall adhere to proposed transport routes unless authorized by the Owner.

- D. The proposed material loading, handling and hauling operations shall be performed in such a manner as to minimize the work area footprint, reduce damage to upland property, and reduce the potential deterioration of existing access and haul routes.
- E. The Contractor shall coordinate material staging and loading as required to deploy the artificial reef units in the configuration proposed by the Contractor and accepted by the Engineer.
- F. The Contractor will provide sufficiently powered offshore conveyance(s) (e.g., sea-worthy barge and towing vessel, etc.), personnel, and all necessary equipment to transport the material offshore and complete the deployment in accordance with the contract documents. The Contractor will allow the Owner or their designee to be onboard the material transport vessel during deployment operations to observe material placement. The Contractor may also provide a support vessel for the Owner or their designee during all offshore transport and deployment operations; however, this vessel must be equipped with suitable DGPS and fathometer equipment as required within these specifications.
- G. All offshore conveyance equipment (barges, tugs, etc.), support vessels, and operators shall be licensed and approved by the U.S. Coast Guard and any other applicable regulatory authorities and maintain the necessary insurances for the work required.
- H. The Contractor shall only load and transport a quantity of material that can be safely placed on the available offshore conveyance, unless the Contractor-proposed waterside loading area property owner approves stockpiling of materials at the waterside loading area. This requirement is intended to reduce additional material handling and eliminate the need for additional waterside staging areas (as applicable).
- I. Reef material loaded onto the upland and offshore transporting equipment (trucks, trailers, vessels, etc.) must be properly secured in compliance with the Florida Department of Transportation, U.S. Coast Guard, and any other applicable regulatory agency standards and regulations to allow for safe transport to the artificial reef construction site. The Contractor shall be responsible for removing any materials accidentally dropped along upland or offshore transport routes or accidentally dropped or deployed in State Waters outside of the proposed deployment site. The Contractor will not be reimbursed for any materials dropped or deployed outside of the proposed reef site and shall be responsible for any damages or costs (e.g., damage to private property or roadways) resulting from such occurrences.
- J. The Contractor shall complete and sign the FWC Artificial Reef Cargo Manifest and Pre-Deployment Notification Form (included within the DOA permit authorization) for each offshore deployment and submit the document(s) to the required regulatory agencies, the Owner, and Engineer a minimum of 14 days prior to offshore deployment. By signing the Pre-Deployment notification, the Contractor certifies that all materials are free from asphalt, petroleum, other hydrocarbons and toxic residues. The Cargo Manifest Form and copies of all regulatory authorizations shall be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 370.25, Florida Statutes.
- K. The Contractor shall quantify the number of reef units by module type and estimate the tonnage of reef material on the barge for each deployment prior to departing the waterside staging area. The Contractor shall document the method for calculating the tonnage and, if required by the Engineer, perform the measurements and calculations (before and after barge draft calculations) in the presence of the Owner or Engineer.
- L. During the loading of barges with artificial reef materials, the barge shall be sufficiently moored in protected waters approved for mooring/anchoring. The barges shall be made available to the Owner and Engineer while moored in protected waters to record the pre- or post-deployment waterline of the barge or inspect materials prior to deployment.

8.4 OFFSHORE TRANSPORT AND SUPPORT VESSELS

- A. All offshore work vessels (e.g., tug and/or transport vessel, support vessel(s), etc.) shall meet all U.S. Coast Guard certification and safety requirements, be ABS certified (if required), and be equipped with a working Differential Global Positioning System (DGPS) unit accurate within 1 meter and other marine electronics including a working VHF radio and depth sounder/fathometer accurate to within 1 ft. The GPS system shall be capable of producing location data in both geographic coordinates and State Plane Coordinates, North American Datum of 1983 (NAD83), Adjustment of 2007 (NSRS2007), Florida North Zone.
- B. The Contractor shall provide a support vessel, captain and sufficient crew to assist in the reef construction effort as necessary. The support vessel shall be used to place marker buoys at each artificial reef location as a reference for reef material placement. The marker buoys shall be placed, at a minimum, at the four corners and the centroid of the reef, unless otherwise accepted by the Owner or Engineer. The support vessel should be capable of accommodating its crew and three additional individuals — Owner representative(s), FWC staff, and/or project sponsor(s). After assisting in the construction effort, the support vessel and crew shall be made available to support additional observation efforts (e.g., fathometer/fish-finder surveys of the constructed reef) by the Owner or their representative. The Owner or their representative designated as an official observer shall remain on-site during the entire deployment phase of the operation to confirm all deployment operations.
- C. The support vessel shall be equipped with an electronic depth sounder accurate to within 1 ft. and a real-time Differential Global Positioning System (DGPS) accurate within 1 meter and capable of navigating to specific sites. The support vessel — accommodating the Owner representatives, FWC staff, and/or project sponsors — shall verify the position, maximum vertical relief and footprint of the reefs following construction as required by regulatory authorizations and these specifications. The verification shall occur following each load or partial load of material placed.
- D. The Contractor shall only operate vessels at minimum speeds necessary to maintain steerage while operating in shallow waters or channels where the draft of the vessel provides less than 3 feet clearance from the bottom. The Contractor shall not operate vessels where the draft of the vessel provides less than 3 feet clearance from the bottom or as may be limited by coastal conditions (e.g. swell or currents).
- E. The Contractor shall not operate any vessels or place any equipment or materials (temporarily or permanent) within vessel exclusion zone(s), area of existing reefs or natural resources, underwater cameras, or buried cables. The Contractor will be responsible for any damage to these existing resources and/or equipment resulting from their construction operations. The Contractor shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer.

8.5 PRE-DEPLOYMENT BOTTOM SURVEY

The USACE regulatory authorization requires a bottom survey within one year prior to artificial reef material deployment. Appendix B provides the results of previously performed bottom investigations; SKC, LLC performed bottom surveys of Fish Havens 13–14 on February 28, 2012 and of Fish Havens 15–16 on January 21, 2013; Taylor Engineering performed bottom surveys of Fish Havens 17–19 on December 18, 2013. Techniques used in the bottom surveys included combinations of scuba, underwater videography, and fathometer scans of the permitted reef area(s). The surveys did not identify any areas of potential natural resources (i.e. hardbottom) or potential historic artificial reef sites within the reef areas beyond those shown in the Construction Drawings. However, it is the Contractor's responsibility to avoid impact any existing (documented or undocumented) resources and shall plan deployment operations (including bottom investigations) as necessary to ensure resources are avoided as required by the regulatory authorizations, specifications and contract documents.

To meet USACE permitting requirements, the Owner or their representative shall perform a second assessment of the bottom conditions prior to artificial reef deployment. The assessment shall be accomplished by diver surveys, submersible video camera, fathometer, depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection may occur at the time of deployment but no more than one year prior to deployment. The Owner and Engineer shall notify the Contractor immediately if submerged natural resources (e.g. existing reefs, hard bottom, corals, seagrass beds, etc.) are observed. The Contractor shall notify the Owner, Engineer, and USACE immediately if evidence of cultural/archeological resources, such as sunken vessels or ballast, or natural resources are found during construction operations.

8.6 REGULATORY AUTHORIZATIONS AND CONDITIONS

The Contractor shall maintain copies of all regulatory authorizations, attachments, and cargo manifests onboard the deployment vessel and support vessel(s) at all times. The Contractor shall comply with the Sea Turtle and Smalltooth Sawfish Construction Conditions, and the Standard Manatee Conditions for in-water work throughout transport and deployment operations; these Construction Conditions shall also apply to the Gulf Sturgeon. The Contractor shall comply with the Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting guidance for marine turtles and marine mammals throughout transport and deployment operations. The Contractor shall be responsible for ensuring that all permit conditions are met throughout construction operations.

8.7 ARTIFICIAL REEF DEPLOYMENT

- A. The Contractor shall have on-site current NOAA nautical charts of the deployment area, with the overall reef areas and proposed individual patch reef areas (corner coordinates of the reef sites) as well as any adjacent natural reef areas indicated on the chart. The Contractor shall also be in possession of the individual deployment coordinates proposed for individual reef modules when on site.
- B. Effective and reliable communications shall exist at all times between Contractor personnel— including all vessel captains, mates and crew members assisting in the deployment — and with the on-site Owner observer. A marine radio channel shall be designated, used and monitored throughout the offshore transport and deployment operations. The Contractor shall also provide a list of key personnel and contact information (e.g., mobile phone and email) to the Owner and Engineer prior to construction.
- C. Because of concerns about accurate placement of modules, deployment operations will only be initiated when sea height in the project area(s) is no greater than two to three feet as forecast by the NOAA weather service supporting Destin or Pensacola area waters out 20 nautical miles. Both the Owner and the Engineer have the authority to suspend reef deployment operations if positioning and other deployment objectives are not being met.
- D. During the deployment of the reef material, the transport/deployment vessel shall be sufficiently moored through spudding down, double anchoring (minimum), or otherwise be held securely in place with minimal movement (+/-10 feet) to ensure accurate placement of the reef materials on the bottom in the designed configuration. In certain situations, where spudding or anchoring is impossible due to depth or current conditions, the materials barge may be held in position by tug or other powered vessel for the deployment operation. In such cases, the Contractor will be in constant contact with the Owner or Engineer, the tug, and the barge crew via telephone and/or radio to verify the Contractor is meeting positioning requirements. The Owner or Engineer may require the Contractor to stop deployment at any time to reposition the barge if reef positioning requirements are not being met.
- E. Winds and currents may change offshore conditions rapidly. The deployment of materials may be stopped at any time, as often as required by the Owner or Engineer, to confirm correct placement of the materials by means deemed suitable by the Owner under the prevailing conditions.

- F. The Contractor shall program the exact latitude/longitude coordinates (provided in the Construction Drawings) of each individual reef module, as well as the overall artificial reef area, into the deployment vessel's GPS unit. GPS coordinate system for location data will be Geographic, National Geodetic Datum of 1983. Additionally, the Contractor shall record and maintain all placed module locations in the vessels GPS unit to ensure avoidance during subsequent deployment operations. The location of deployed units shall be in latitude/longitude coordinates as required within these specifications. Should the Owner select multiple Contractors, each contractor shall provide the record of placed modules in the daily placement records/report and these records shall be provided to the Engineer following each day of deployment operations. The Owner or Engineer will provide the placed module records to additional Contractors to ensure avoidance during future module deployment.
- G. The Contractor's Project Manager shall oversee the temporary marking of the reef deployment location in advance of reef material deployment in order to ensure proper placement of the reef material. The Contractor's proposed plan for marking the reef site, spudding/anchoring the barge, and deploying the material must receive Owner or Engineer acceptance prior to commencement of offshore transport. The Contractor shall place a minimum of 4 temporary marker buoys, one at each of the artificial reef site's four corners (marking the overall deployment area). The markers shall be buoys 16 inches in diameter minimum – clearly visible to the transport vessel captain and sufficiently anchored to not drift during deployment activities and maintain reef location accurately. Precise GPS placement of marker buoys that do not shift position with time will also be required to ensure the reef is constructed as designed. The Owner's observer or Engineer may verify the location of these buoys prior to or throughout deployment operations. The Contractor may elect to use additional buoys for location or deployment control; however, any additional buoys shall be a separate color than the four required markers to easily distinguish the four corners of the overall reef area.
- H. Under no circumstances shall materials be placed in the water without the on-site Owner's or Engineer's acceptance of the reef area buoys and barge's moored position. The Contractor shall receive a verbal authorization from the Owner or Engineer prior to off-loading any materials and shall remain on-site until released by the Owner or Engineer. Precise positioning of the barge and reef module deployment is required in order to avoid any impacts to existing artificial or natural reef structures, and to ensure the reef is constructed in accordance with the Construction Drawings. Lowering of materials may be stopped at any time by the Owner or Engineer in order to make an inspection dive to check placement of the materials or to require repositioning of the barge due to other factors.
- I. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe offloading of materials.
- J. Material shall be deployed to provide a long-term and stable marine resource with increased habitat complexity. Materials shall only be deployed in the configuration as shown in the final Construction Drawings, which shall be transmitted to the Contractor following bid selection and determination of the total number of modules.
- K. Artificial reef units shall be lowered into place with a GPS-enabled crane or similar device to ensure accurate placement and to achieve the designed reef configuration. The centroid of the placed reef modules shall be within 15 – 20 feet of the proposed module location. Module placement greater than 20 feet from the proposed module location may be authorized by the Engineer or Owner if the location of preceding deployments or avoidance of potential resources requires deviation from the locations depicted in the Construction Drawings. The Contractor is not permitted to exceed the 20 ft buffer without prior approval from the Owner or Engineer. The Contractor is not permitted to push or indiscriminately dump the units off the barge.
- L. Lowering of multiple units at a time shall not occur unless specifically authorized by the Owner and Engineer. The Contractor may propose, for Owner and Engineer approval, to lower multiple units at once

only where the construction drawings propose identical modules within the allowable buffer distance (i.e. neither module will be further than 15 feet from the coordinate location described in the construction drawings). Lowering of multiple modules must be performed with a method that does not result in damage, overturning, or a position/orientation that compromises the stability of the unit(s). The Contractor may propose to lower two Type A Modules (Small Tetrahedron) at the same time; however, the modules must be separated by a steel frame structure (or similar device) or such that the modules rest against each other while being lowered as long as the method does not cause damage to the modules during lowering or placement on the bottom. The Contractor is not permitted to lower multiple Type B modules (Large Tetrahedron). The Contractor may propose to lower two Type C Modules (Ledge and Disk) at the same time; however, the modules must be separated by a steel frame (or similar device) that maintains a minimum 10-foot offset between modules. Modules lowered in multiple must have a mechanism to release both modules simultaneously to avoid dragging, overturning, leaning, or other potential damage to the modules. The Engineer and Owner reserves the right to suspend or cease lowering of multiple units if damage, overturning, or leaning of the units is observed or suspected.

- M. The Contractor shall utilize equipment and methods that ensure accurate, vertical module placement within the reef area and that does not result in damage, overturning, or a position/orientation that compromises the stability of the unit(s). Units that are leaning or overturned will not be accepted. Units placed greater than 20 feet from the proposed locations will not be accepted unless previously approved by the Engineer or Owner.
- N. The installation device or lowering cable-to-unit connection must be remotely detached and returned to the surface once the module is placed on the sea floor. All equipment (straps, rope, shackles, hooks, ties, etc.) must be entirely removed from the placed unit prior to final acceptance and contractor payment.
- O. The Contractor shall place units in a sequence that avoids potential impact to previously placed units. This sequence shall be described in the Contractor's Deployment Plan and reviewed by the Owner and Engineer.
- P. The Contractor shall record the precise location of each placed unit (as recorded by crane-mounted DGPS or similar device) to ensure subsequent deployments do not impact previously placed units. The location of deployed units shall be in latitude/longitude coordinates as required within these specifications. The daily placement records shall be provided to the Engineer following each day of deployment operations and shall also be submitted to the Engineer and Owner with the Contractor's post-deployment records.
- Q. The existing, permitted artificial reef areas contain existing natural resources, including existing artificial reefs. The Contractor shall not impact or disturb any potential submerged resources depicted in the Construction Drawings or discovered, during construction related activities (e.g. anchoring, spudding, module placement, etc.). The Contractor shall not temporarily place any equipment, anchors, or materials within these areas. The Contractor shall record the location of any disturbance to these areas and report them immediately to the Engineer and Owner. The Contractor will be responsible for any damage to these existing resources and shall repair any damage resulting from the Contractor's operations at no cost to the Owner or Engineer.
- R. The Contractor shall document any deviations or variations from the Owner-accepted Deployment Plan.
- S. The minimum vertical clearance at Mean Lower Low Water above the highest point of the reef material shall not be less than the distance specified in the FDEP and DOA permits (see Section 3.1).
- T. Precise placement of all materials is critical to the success of the project and to ensure existing (i.e. previously placed) structures at the project site are not impacted. Visibility at the site may be limited and tidal currents can be strong, complicating construction. The Contractor shall provide any and all personnel and equipment and employ whatever methodology necessary and acceptable to the Owner and/or

Engineer to construct the reef, as required, in a safe and environmentally sound manner that meets the intent of the contract documents.

- U. The Owner will not pay for materials placed outside the designated deployment location or not meeting the conditions of these specifications or contract documents. The Contractor will be responsible for removing any such materials and relocating them within the proposed reef site in accordance with the Contract Documents.
- V. The Contractor shall only deploy materials authorized by the Owner, Engineer, and FWC and that are listed on the cargo manifest. At no time shall the Contractor deploy or dispose of any unauthorized, on-board materials not meeting the regulatory authorizations or contract documents. Any trash, refuse or materials deployed or accidentally dropped by the Contractor shall be removed from State waters at the Contractor's expense.

8.8 POST-DEPLOYMENT RECORDS

The Contractor shall complete the Florida Artificial Reef Materials Placement Report and Post-Deployment Notification for each deployment location or date of deployment. The Contractor shall verify all material transported offshore was accurately placed within the proposed artificial reef construction site(s) and meets the specified deployment depth (relief of the reef) and final depth (clearance above the reef). Per the DOA permit, the Contractor will be required to submit a certified placement report indicating the exact latitude and longitude coordinates of the artificial reef construction site(s) and individual module locations, accurate within 1 meter horizontal, and the reef height and water depth, verified utilizing a fathometer or depth sounder accurate to within 1 foot. The placement report shall also include information on the condition of the material at the time of deployment and shall include a statement verifying all material transported offshore was deployed within the proposed artificial reef site(s). The Contractor shall also include representative photographs of the material on the offshore conveyance prior to deployment and, if available, pictures and/or video of the material on the bottom. The Contractor shall attach to the report an as-built drawing that contains the placed unit coordinates, the approximate placed unit configuration, and the height of the material after placement. The report and drawings shall be limited to a few pages per deployment. The Contractor shall also provide digital records of the recorded (placed) locations for each reef module to the Engineer following construction operations.

PART 9 - PROTECTION OF WORK

9.1 RISK OF LOSS

- A. All construction and associated activities specified in the Contract Documents for this project shall be performed at the sole risk and cost of the Contractor from commencement until final payment by the Owner. Any specific references, contained in the Contract Documents, regarding the Contractor's sole responsibility for risk and cost for the work or any part thereof are not intended to be, nor shall they be construed to be, an exclusive listing of the circumstances in which the Contractor bears the risk of loss. Rather, such specific references are intended only to be exemplary. All loss or damage caused by the nature of the work or work environment, acts of nature such as storms, unusual obstructions to the work, or any other natural or existing circumstances either known or unforeseen that may be encountered in the conduct of the work shall be sustained and borne by the Contractor at its own cost and expense. Notwithstanding any other provision of this Contract, the Contractor's obligation to accept the risk of loss shall exist without regard to the availability of any insurance, either of the Owner or the Contractor, to indemnify, hold harmless or reimburse the Contractor for the cost incurred in making such restoration.

PART 10 - MEASUREMENT AND PAYMENT

10.1 MEASUREMENT AND PAYMENT

This section describes how Line Items will be measured and paid for when making progress payments. Work to be measured is described below in sections listed specifically for each Line Item. Measurement procedures for payment, required quantity survey or procurement documentation and payment restrictions are described in applicable specification sections. The Contractor shall allocate costs for work not specifically mentioned in the Line Items to those line items most closely associated with work involved. Unless there is a specific Line Item for administrative costs, such as Quality Control and Safety, such costs shall be allocated proportionally across all Line Items.

Payment shall be in accordance with the unit prices specified for the work and shall be based on the total number of artificial reef modules deployed in accordance with these Specifications and the Contract Documents. The Contractor may submit monthly partial payment requests upon completing artificial reef (module) construction at an individual reef site (e.g., Fish Haven 18, Patch Reef 1); however, the contractor may only invoice once a minimum of 25% of a total module quantity has been placed.

10.2 UNIT PRICE PAYMENT ITEMS

A. Line Item No. 1.0, "Artificial Reef Module Construction":

Payment for contract line item no. (CLIN) 1.0 will be made as a unit price for costs associated with or incidental to manufacturing, loading, transport, and deployment of owner-accepted artificial reef materials within the proposed deployment site(s). Associated and incidental costs may include: submittals; providing labor, materials, tools, equipment, and incidentals for the installation of all work components as listed herein and on the drawings; pollution control; and all other appropriate costs in connection therewith or incidental thereto. CLIN 1.0, "Artificial Reef Construction" shall also include all other items of cost required by these specifications for which a separate payment is not provided for herein.

Payment for CLIN 1.0 will be made only for authorized and accepted artificial reef materials placed within the proposed reef site(s). Payment quantities shall be determined by the Contractor and confirmed by the Owner immediately following deployment. No payment will be made for units that are below the minimum quantity, rejected materials, materials that do not comply with applicable sections of these Specifications, and those materials that are defective or damaged during handling or placement. No payment will be made for units that are placed in an orientation that compromises the stability and durability of the reef unit (e.g. overturned, leaning, not at the required elevations, etc.) or placed outside of the proposed orientation or maximum tolerances. No payment will be made for materials placed outside of the designated reef site or other activities required to conform to the provisions stipulated within these specifications or the contract documents (e.g., removal and relocation of material placed outside of the proposed site, etc.).

10.3 PAYMENT PROCEDURES

A. Monthly Progress Payment

Monthly progress payments shall be based on the accepted unit price and the total number of artificial reef modules placed in accordance with these Specification and Contract Documents, and verified by the Owner and Engineer. The Contractor will be eligible for an initial progress payment upon completing artificial reef (module) construction at an individual reef site(s) (e.g., Fish Haven Patch Reef Sites 1-4), acceptance of that reef site(s) by the Owner and Engineer, and placement of at least 25% of the total quantity for each individual module. The Contractor shall submit to the Owner and Engineer for review, not more often than monthly, an Application for Progress Payment filled out and signed by the Contractor.

The Application shall describe the Work completed and shall be accompanied by verified quantity measurements, the placement verification report, and additional supporting data and documentation as is required by the Contract Documents and also as may reasonably be required by the Owner and Engineer. The Post-Deployment Verification Report shall verify that all material transported offshore was accurately placed within the designated reef area, at the specified module location, and at the proper elevation (e.g., providing proper clearance above the reef). The Contractor will be required to submit a certified placement report indicating the exact latitude and longitude coordinates of the artificial reef construction site(s) and deployed modules, accurate within 1 meter horizontal, and the reef height and water depth, verified utilizing a fathometer or depth sounder accurate to within 1 foot. The placement report shall also include information on the condition of the material at the time of deployment and shall include a statement verifying all material transported offshore was deployed within the proposed artificial reef site(s). The Contractor shall also include representative photographs of the material on the offshore conveyance prior to deployment and, if available, pictures and/or video of the material on the bottom. The Contractor shall attach to the report an as-built drawing that contains the approximate deployment configurations and the height of the material after placement. The report and drawings shall be limited to a few pages per deployment.

B. Options and Modification CLINS

When additional work is added by modification, existing CLINs funding amounts must be updated, or new CLINs for modification will be created. If contract has option CLINs not yet awarded, option CLINs will appear as zero dollar CLINs until option is awarded by modification. No payment may be requested for Options or Modification CLINs until contract modification has been funded and signed.

C. Final Payment

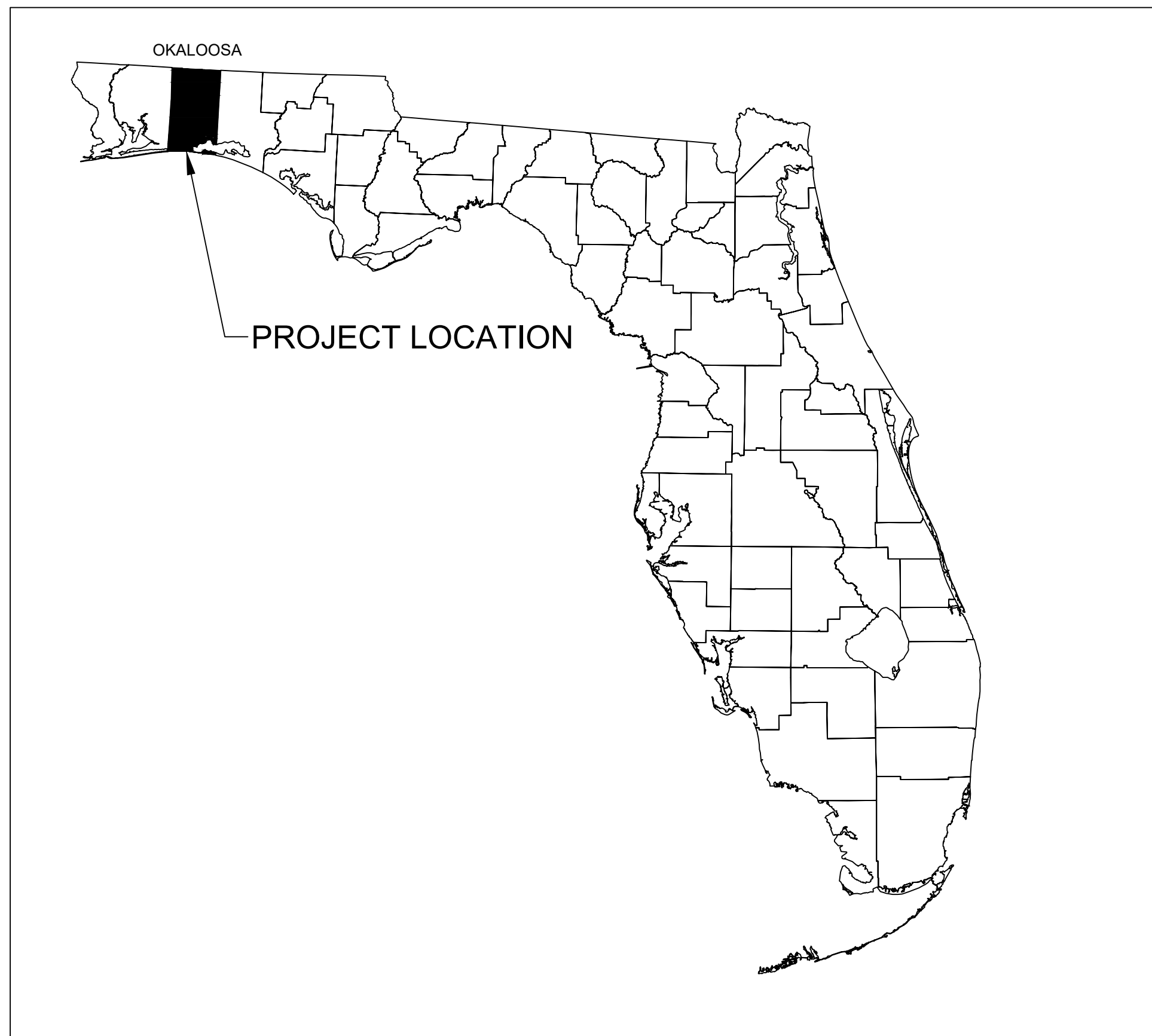
Contractor will only be eligible for final payment after all contracted reef modules have been placed within the proposed reef site and accepted by the Owner and Engineer. Upon written notice from Contractor that the Work is complete, the Owner and Engineer will observe the Work within five (5) days of the receipt of the written notice from the Contractor and, if required, will notify the Contractor in writing of all particulars in which the final inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

After the Contractor has completed all such corrections to the satisfaction of the Owner and Engineer and provided any required quality control reports, post-construction verification reports, data requested by the Engineer, guarantees, bonds, certificates of inspection, as-built or record documents, and all other documents as required by the Contract Documents or Owner, and after the Engineer has indicated that the Work is acceptable to the Owner, the Contractor may make application for final payment. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and other data and schedules as the Owner may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of, or filed in connection with, the Work. (See Monthly Progress Payment requirements above).

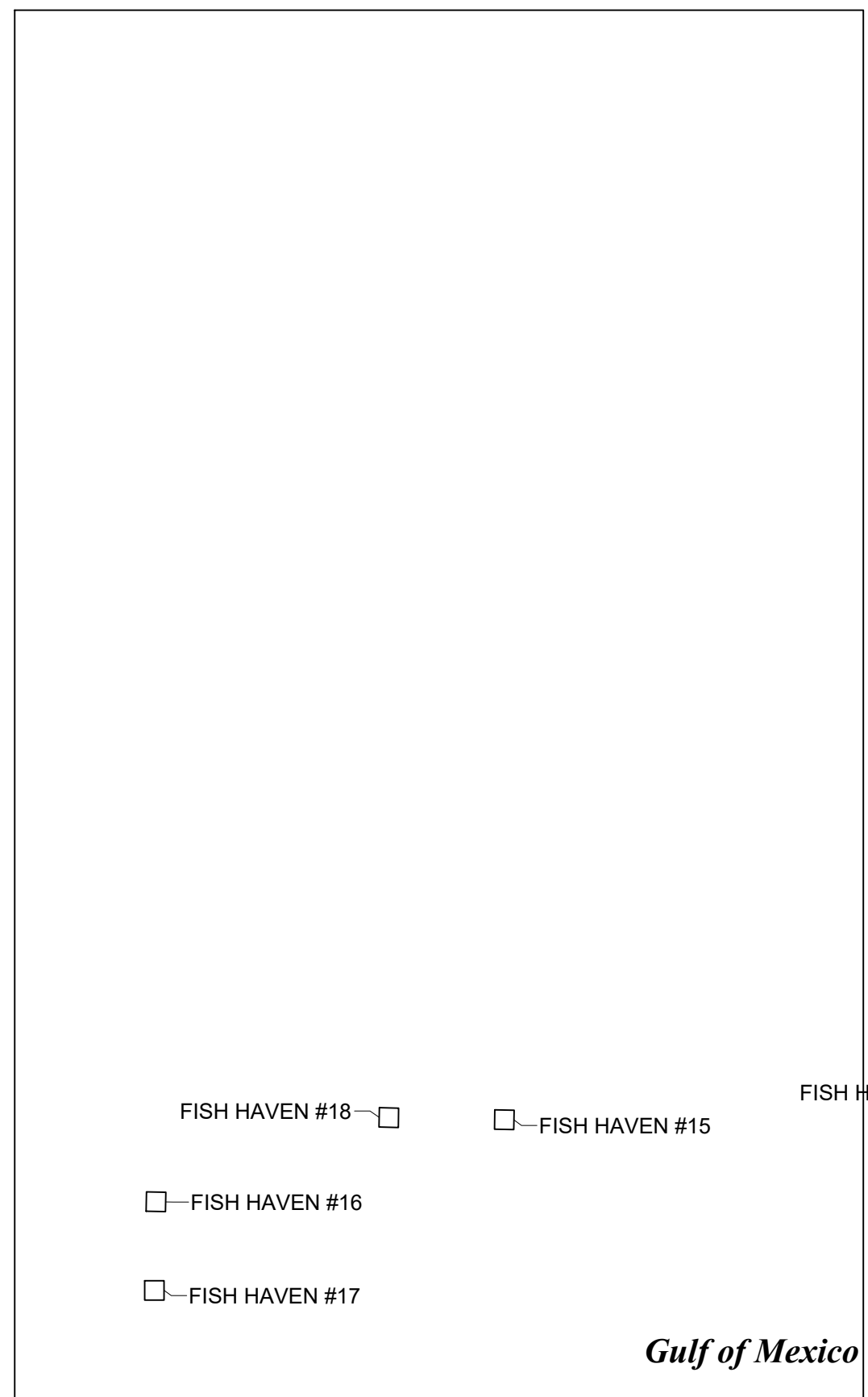
Following receipt of the final Application for Payment as described above, the Engineer will review the submitted information and, if acceptable, submit to the Owner a recommendation for final payment within seven days after receipt of the final Application for Payment. If the Engineer is not satisfied that the work is completed or additional submittals are required, the Engineer will return the application to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the application.

-- End of Section --

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- C-1 COVER SHEET
- C-2 NOTES AND NAUTICAL CHART OVERVIEW PLAN
- C-3 FISH HAVEN #13 REEF PLAN
- C-4 FISH HAVEN #14 REEF PLAN
- C-5 FISH HAVEN #15 REEF PLAN
- C-6 FISH HAVEN #16 REEF PLAN
- C-7 FISH HAVEN #17 REEF PLAN
- C-8 FISH HAVEN #18 REEF PLAN
- C-9 FISH HAVEN #19 REEF PLAN
- C-10 QUANTITIES AND RESOURCE LOCATIONS



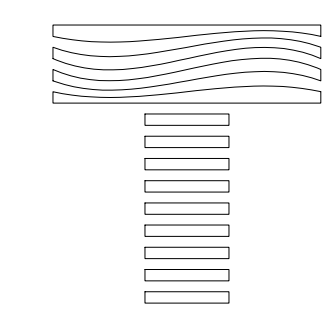
OWNER CONTACT INFO
 OKALOOSA BOARD OF COUNTY COMMISSIONERS
 1804 LEWIS TURNER BLVD, SUITE 100
 FT. WALTON BEACH, FL 32547
 (850) 651-7105

PROJECT CENTROID LOCATIONS
 OKALOOSA COUNTY, FLORIDA

- FISH HAVEN #13:
 LATITUDE: N30.3565
 LONGITUDE: W86.5479
- FISH HAVEN #14:
 LATITUDE: N30.3524
 LONGITUDE: W86.6146
- FISH HAVEN #15:
 LATITUDE: N30.3649
 LONGITUDE: W86.7062
- FISH HAVEN #16:
 LATITUDE: N30.3482
 LONGITUDE: W86.7812
- FISH HAVEN #17:
 LATITUDE: N30.3316
 LONGITUDE: W86.7812
- FISH HAVEN #18:
 LATITUDE: N30.3648
 LONGITUDE: W86.7312
- FISH HAVEN #19:
 LATITUDE: N30.3732
 LONGITUDE: W86.5979

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 1-800-638-4097

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



PROJECT TITLE

APPENDIX A
REGULATORY AUTHORIZATIONS



Florida Department of Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Ryan E. Matthews
Interim Secretary

June 6, 2017

Okaloosa County Board of County Commissioners
% Jim Trifilio
1250 Eglin Parkway, Suite 100
Shalimar, Florida 32579
Jtrifilio@co.okaloosa.fl.us

File No. 0309090-004-EG, Okaloosa County

Dear Mr. Trifilio:

On May 22, 2017 we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) for the construction of an artificial reef ¼ by ¼ statute mile (40 acres) in State Waters within the Gulf of Mexico, Class III Florida Waterbody. The project is located approximately 1.9 Nautical miles South of the Eastern portion of Okaloosa Island and 2.4 Nautical miles Southwest of Destin Pass, with the central point Latitude 30°21'23.25" North, Longitude 86°32'52.07" West.

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

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

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

If you have any questions regarding this matter, please contact Douglas Sprague at the letterhead address, at (850) 595-0579 or Douglas.sprague@dep.state.fl.us .

1. Regulatory Review – Approved

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

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

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

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

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

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

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

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

3. Federal Review – SPGP Not Approved

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

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

Additional Information

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

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

- (a) The name and address of each agency affected and each agency’s file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner’s representative, if any, which shall be the address for service purposes during the course of the proceeding;

and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;

- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

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

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Douglas Sprague
Environmental Specialist
Submerged Lands and Environmental
Resource Program
Northwest District

CERTIFICATE OF SERVICE

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

Copies furnished to:

Stephen Andrews, U.S. Army Corps of Engineers, Stephen.w.andrews@usace.army.mil

Florida Fish & Wildlife Conservation Commission, Division of Marine Fisheries,

artificialreefdeployments@myfwc.com

Okaloosa County, mmartinez@co.okaloosa.fl.us jautrey@co.okaloosa.fl.us

sbitterman@co.okaloosa.fl.us psmith@okaloosapa.com

Matthew Trammell, AGENT, Taylor Engineering, Inc. Mtrammell@taylorengeering.com

Duncan Greer, Taylor Engineering, dgreer@taylorengeering.com

FILING AND ACKNOWLEDGMENT

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

Mandakini Patel
Clerk

June 6, 2017
Date

Enclosures:

Chapter. 62-330.600, F.A.C., 1 page.

General Conditions for All General Permits, Ch. 62-330.405, F.A.C., 3 pages.

Special Conditions Related to All Review and Authorizations, 1 page.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands, 1 page.

Project drawings, 3 pages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under Chapter 373, F.S. These conditions do not apply to the general permit in Section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

(3) This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.

(7) This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.

(10) A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of*

Environmental Protection and Florida Department of Transportation June 2007), available at www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual_6_07.pdf, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

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

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed within 72 hours after the work commences; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

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

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

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

(a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;

(b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.; or

(16) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

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

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

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

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

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

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

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

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

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

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

Special Consent Conditions

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

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

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

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

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

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

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

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

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

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

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

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

(8) Pursuant to Section 253.77(4), F.S., federal, state, or local agencies or political subdivisions, including ports and inland navigation districts, proposing to conduct an activity which qualifies for an exemption under Part IV of Chapter 373, F.S. or Section 403.813(1), F.S., shall be granted a letter of consent or public easement upon receipt of a request and a legal description of the affected land. However, such grant does not release the entity from compliance with other applicable provisions of Chapter 18-18, 18-20 or 18-21, F.A.C.

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



G gravel
GK grass
W sand
H hard
M mud
Lvs oysters
Rk rock
S sand
Sb soft
Sh shells
Sv sticky

Obstr
doubtful
PA position approximate
PD position doubtful
Rk reported
Subm submerged

Obstr, obstruction, or shoal swept clear to the depth indicated at lower and uncover, with heights in feet above datum of soundings.

International Regulations for Preventing Collisions at Sea, 1972

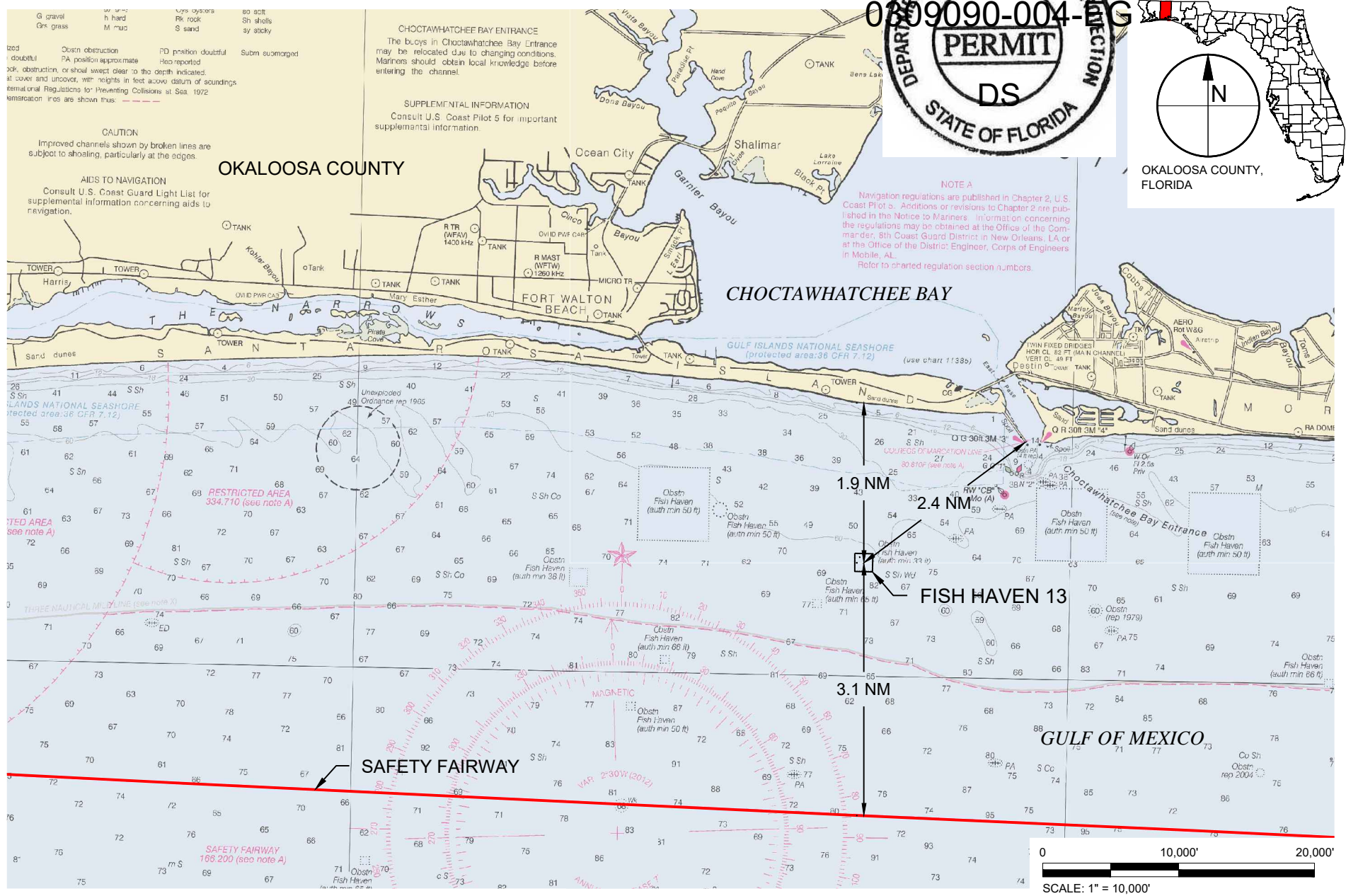
Remarications are shown thus: ---

CHOCTAWHATCHEE BAY ENTRANCE
The buoys in Choctawhatchee Bay Entrance may be relocated due to changing conditions. Mariners should obtain local knowledge before entering the channel.

SUPPLEMENTAL INFORMATION
Consult U.S. Coast Pilot 5 for important supplemental information.

CAUTION
Improved channels shown by broken lines are subject to shoaling, particularly at the edges.

AIDS TO NAVIGATION
Consult U.S. Coast Guard Light List for supplemental information concerning aids to navigation.



NOTE A
Navigation regulations are published in Chapter 2, U.S. Coast Pilot 5. Additions or revisions to Chapter 2 are published in the Notice to Mariners. Information concerning the regulations may be obtained at the Office of the Commander, 8th Coast Guard District in New Orleans, LA or at the Office of the District Engineer, Corps of Engineers in Mobile, AL.
Refer to charted regulation section numbers.

DUNCAN GREER - C:\USERS\GREER\DESKTOP\FH RE-AUTHORIZATIONS\FH-FIGURES.DWG 4/24/2017 4:24:14 PM



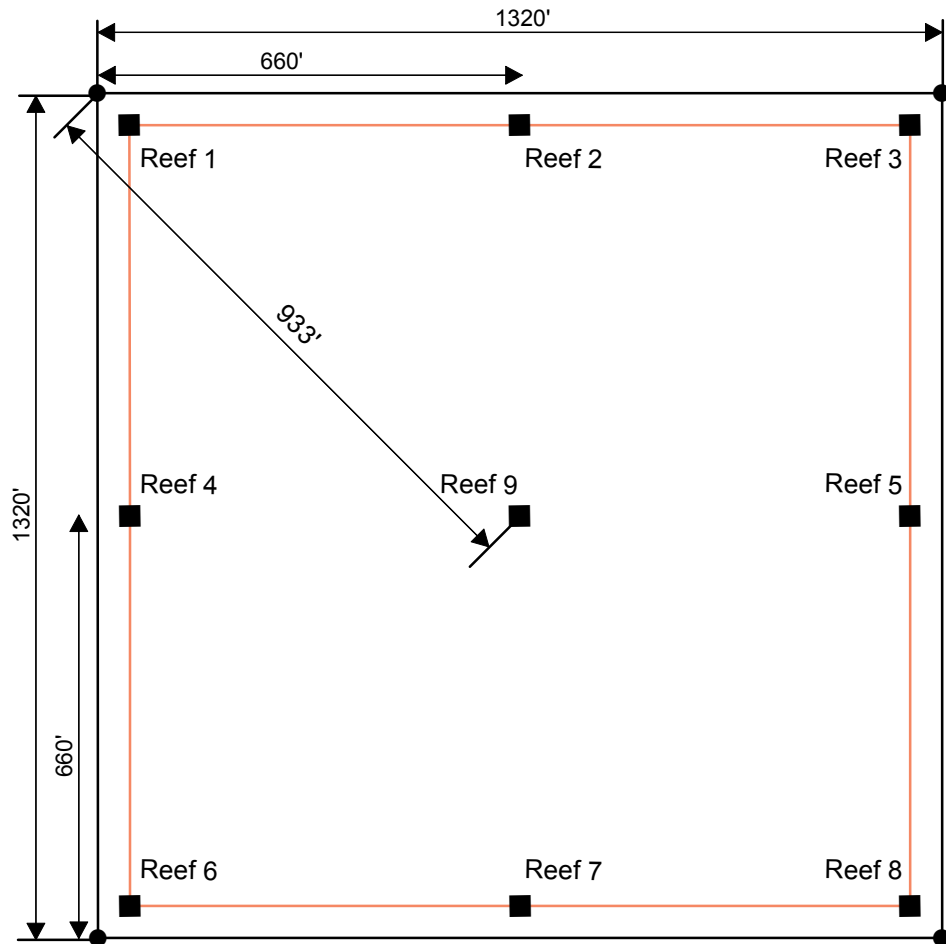
TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
FISH HAVEN 13
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FL

| | |
|----------|------------|
| PROJECT | C2014-004 |
| DRAWN BY | AF / DG |
| SHEET | 1 of 3 |
| DATE | APRIL 2017 |

| | |
|------|--------------|
| SEAL | DRAFT |
| ENG | |
| DATE | |

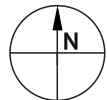
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



Legend

- Corner Points
- Reef Locations
- 50' Offset
- Fish Haven Boundary

| Fish Haven 13 | | | | | |
|---------------|------------------|---------------|---------------|-------------|--------------|
| Name | Location | Latitude | Longitude | Latitude | Longitude |
| Fish Haven 13 | Centroid | 30° 21.391' N | 86° 32.876' W | 30.35651893 | -86.5479256 |
| Fish Haven 13 | Northwest Corner | 30° 21.500' N | 86° 33.001' W | 30.35833333 | -86.55001793 |
| Fish Haven 13 | Northeast Corner | 30° 21.500' N | 86° 32.750' W | 30.35833333 | -86.54583333 |
| Fish Haven 13 | Southeast Corner | 30° 21.282' N | 86° 32.750' W | 30.35470453 | -86.54583331 |
| Fish Haven 13 | Southwest Corner | 30° 21.282' N | 86° 33.001' W | 30.35470449 | -86.55001791 |
| Fish Haven 13 | Reef 1 | 30° 21.492' N | 86° 32.992' W | 30.35819587 | -86.54985939 |
| Fish Haven 13 | Reef 2 | 30° 21.492' N | 86° 32.876' W | 30.35819588 | -86.54792563 |
| Fish Haven 13 | Reef 3 | 30° 21.492' N | 86° 32.759' W | 30.35819585 | -86.54599186 |
| Fish Haven 13 | Reef 4 | 30° 21.391' N | 86° 32.992' W | 30.35651892 | -86.54985939 |
| Fish Haven 13 | Reef 5 | 30° 21.391' N | 86° 32.759' W | 30.35651893 | -86.54599184 |
| Fish Haven 13 | Reef 6 | 30° 21.291' N | 86° 32.992' W | 30.35484197 | -86.54985938 |
| Fish Haven 13 | Reef 7 | 30° 21.291' N | 86° 32.876' W | 30.354842 | -86.54792561 |
| Fish Haven 13 | Reef 8 | 30° 21.291' N | 86° 32.759' W | 30.35484201 | -86.54599183 |
| Fish Haven 13 | Reef 9 | 30° 21.391' N | 86° 32.876' W | 30.35651893 | -86.5479256 |



TAYLOR ENGINEERING INC.
 10151 DEERWOOD PARK BLVD.
 BLDG. 300, SUITE 300
 JACKSONVILLE, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
 FISH HAVEN 13
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

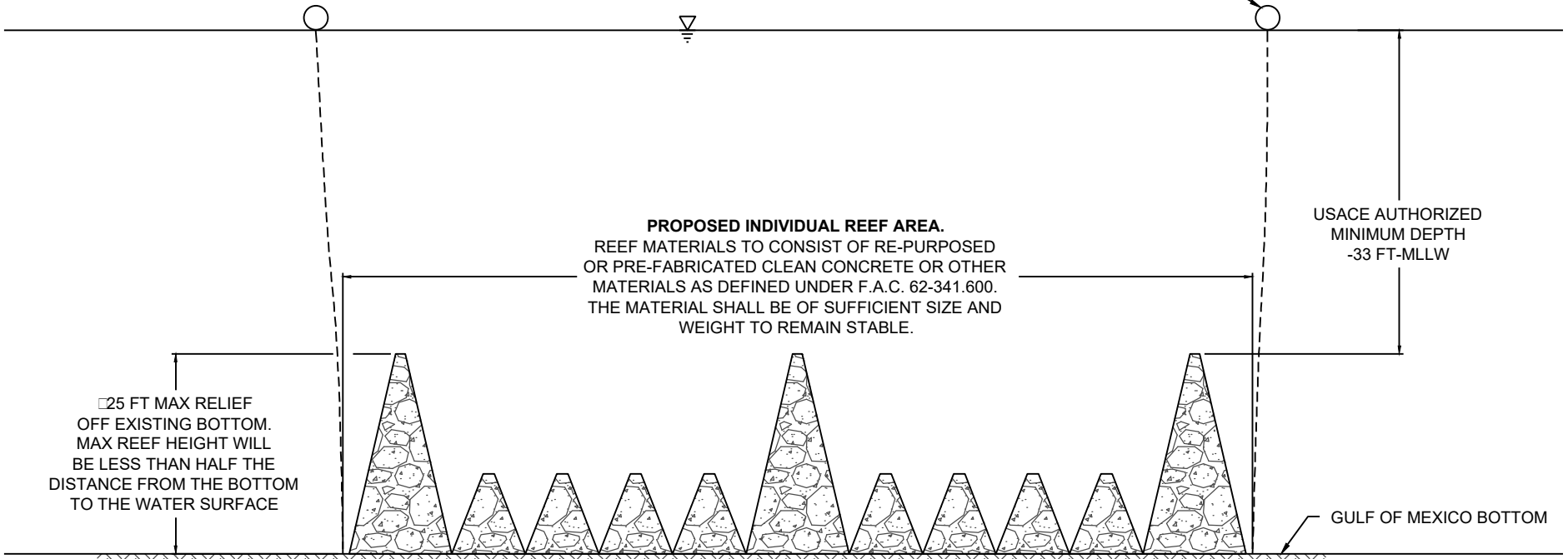
| | | | |
|----------|-----------|---------------------|------|
| PROJECT | C2012-005 | SEAL | |
| DRAWN BY | RC | | |
| SHEET | 2 of 3 | | |
| DATE | JAN 2012 | Matthew A. Trammell | DATE |



NOTES:

1. MARKER BUOYS WILL BE SECURED ALONG THE PERIMETER OF THE INDIVIDUAL REEF SITES PRIOR TO MATERIAL PLACEMENT TO DEFINE THE DROP AREA AND TO ENSURE ACCURATE PLACEMENT WITHIN THE APPROVED SITE.
2. QUALITY CONTROL DIVES SHALL BE PERFORMED AS NECESSARY TO ENSURE PROPER MATERIAL PLACEMENT AND RELIEF.

TEMPORARY CONSTRUCTION BUOY (TYP)

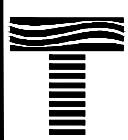


□ 25 FT MAX RELIEF OFF EXISTING BOTTOM. MAX REEF HEIGHT WILL BE LESS THAN HALF THE DISTANCE FROM THE BOTTOM TO THE WATER SURFACE

TYPICAL REEF SECTION

NOT TO SCALE

DUNCAN GREER C:\USERS\DGREER\DESKTOP\FISH RE-AUTHORIZATION\DISIGN\FISH REEF\DETAIL.DWG 4/24/2017 3:47:54 PM



TAYLOR ENGINEERING INC.
 10151 DEERWOOD PARK BLVD.
 BLDG. 300, SUITE 300
 JACKSONVILLE, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
 FISH HAVEN 13
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FL

| | |
|----------|------------|
| PROJECT | C2014-004 |
| DRAWN BY | AF / DG |
| SHEET | 3 of 3 |
| DATE | APRIL 2017 |

SEAL

 ENG

 DATE



Florida Department of Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

July 28, 2017

Okaloosa County Board of County Commissioners
% Jim Trifilio
1250 Eglin Parkway, Suite 100
Shalimar, Florida 32579
jtrifilio@co.okaloosa.fl.us

File No. 0309090-005-EG, Okaloosa County

Dear Mr. Trifilio:

On May 22, 2017 we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) for the construction of an artificial reef ¼ by ¼ statute mile (40 acres) in State Waters within the Gulf of Mexico, Class III Florida Waterbody. The project is located approximately 2.6 Nautical miles South 3rd Beach Park, Santa Rosa Boulevard of Santa Rosa Island and 5.7 Nautical miles Southwest of Destin Pass, with the central point Latitude 30°21'08.32" North, Longitude 86°32'52.47" West.

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

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

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

If you have any questions regarding this matter, please contact Douglas Sprague at the letterhead address, at (850) 595-0579 or Douglas.sprague@dep.state.fl.us .

1. Regulatory Review – Approved

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

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

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

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

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

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

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

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

3. Federal Review – SPGP Not Approved

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

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

Additional Information

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

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

- (a) The name and address of each agency affected and each agency’s file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner’s representative, if any, which shall be the address for service purposes during the course of the proceeding;

and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;

- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

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

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Douglas Sprague
Environmental Specialist
Submerged Lands and Environmental
Resource Program
Northwest District

Copies furnished to:

Stephen Andrews, U.S. Army Corps of Engineers, Stephen.w.andrews@usace.army.mil
Florida Fish & Wildlife Conservation Commission, Division of Marine Fisheries,
artificialreefdeployments@myfwc.com

Okaloosa County, mmartinez@co.okaloosa.fl.us jautrey@co.okaloosa.fl.us
sbitterman@co.okaloosa.fl.us psmith@okaloosapa.com

Matthew Trammell, AGENT, Taylor Engineering, Inc. Mtrammell@taylorengeering.com
Duncan Greer, Taylor Engineering, dgreer@taylorengeering.com

Enclosures:

Chapter. 62-330.600, F.A.C., 1 page.

General Conditions for All General Permits, Ch. 62-330.405, F.A.C., 3 pages.

Special Conditions Related to All Review and Authorizations, 1 page.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands, 1 page.

Project drawings, 3 pages.

CERTIFICATE OF SERVICE

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

FILING AND ACKNOWLEDGMENT

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

Mandakini Patel July 28, 2017
Clerk Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under Chapter 373, F.S. These conditions do not apply to the general permit in Section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

(3) This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.

(7) This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.

(10) A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, available at

File Name: Okaloosa County Board of County Commissioners – Fish Haven 14 Artificial Reef

FDEP File No.: 0309090-004-EG

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www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual_6_07.pdf, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

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

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed within 72 hours after the work commences; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

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

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

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

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

(16) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

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

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

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

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

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

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

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

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

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

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

Special Consent Conditions

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

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

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

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

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

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

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

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

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

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

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

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

(8) Pursuant to Section 253.77(4), F.S., federal, state, or local agencies or political subdivisions, including ports and inland navigation districts, proposing to conduct an activity which qualifies for an exemption under Part IV of Chapter 373, F.S. or Section 403.813(1), F.S., shall be granted a letter of consent or public easement upon receipt of a request and a legal description of the affected land. However, such grant does not release the entity from compliance with other applicable provisions of Chapter 18-18, 18-20 or 18-21, F.A.C.

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

G gravel
 Gk grass
 W sand
 H hard
 M mud
 Lvs oysters
 Rk rock
 S sand
 so soft
 Sh shells
 sy sticky

ozd
 doubtful
 ok, obstruction, or shall swept clear to the depth indicated at lower and uncover, with heights in feet above datum of soundings.
 International Regulations for Preventing Collisions at Sea, 1972
 International Regulations for Preventing Collisions at Sea, 1972

CHOCTAWHATCHEE BAY ENTRANCE
 The buoys in Choctawhatchee Bay Entrance may be relocated due to changing conditions. Mariners should obtain local knowledge before entering the channel.

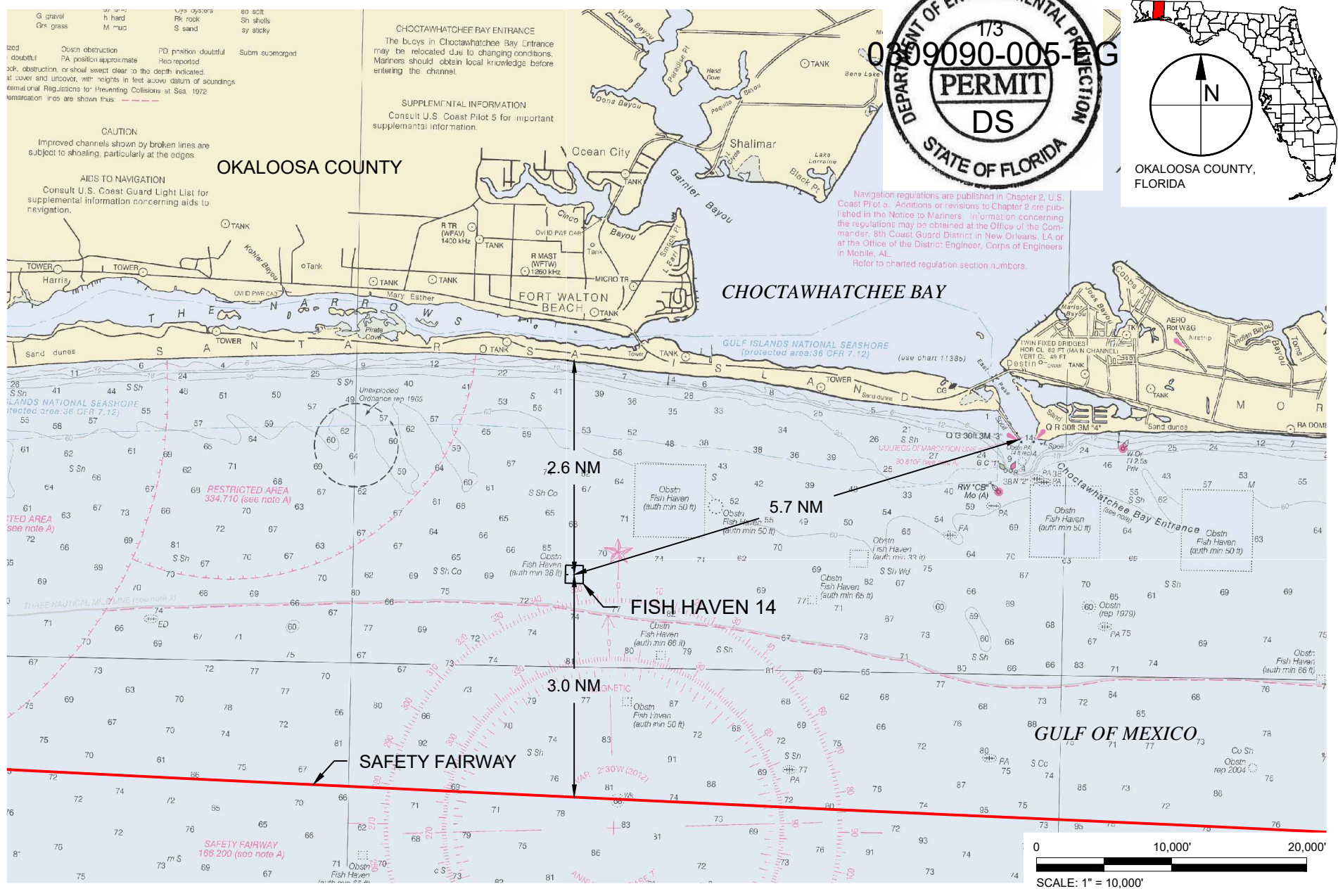
SUPPLEMENTAL INFORMATION
 Consult U.S. Coast Pilot 5 for important supplemental information.



Navigation regulations are published in Chapter 2, U.S. Coast Pilot 5. Additions or revisions to Chapter 2 are published in the Notice to Mariners. Information concerning the regulations may be obtained at the Office of the Commander, 8th Coast Guard District in New Orleans, LA or at the Office of the District Engineer, Corps of Engineers in Mobile, AL.
 Refer to charted regulation section numbers.

CAUTION
 Improved channels shown by broken lines are subject to shoaling, particularly at the edges.

AIDS TO NAVIGATION
 Consult U.S. Coast Guard Light List for supplemental information concerning aids to navigation.



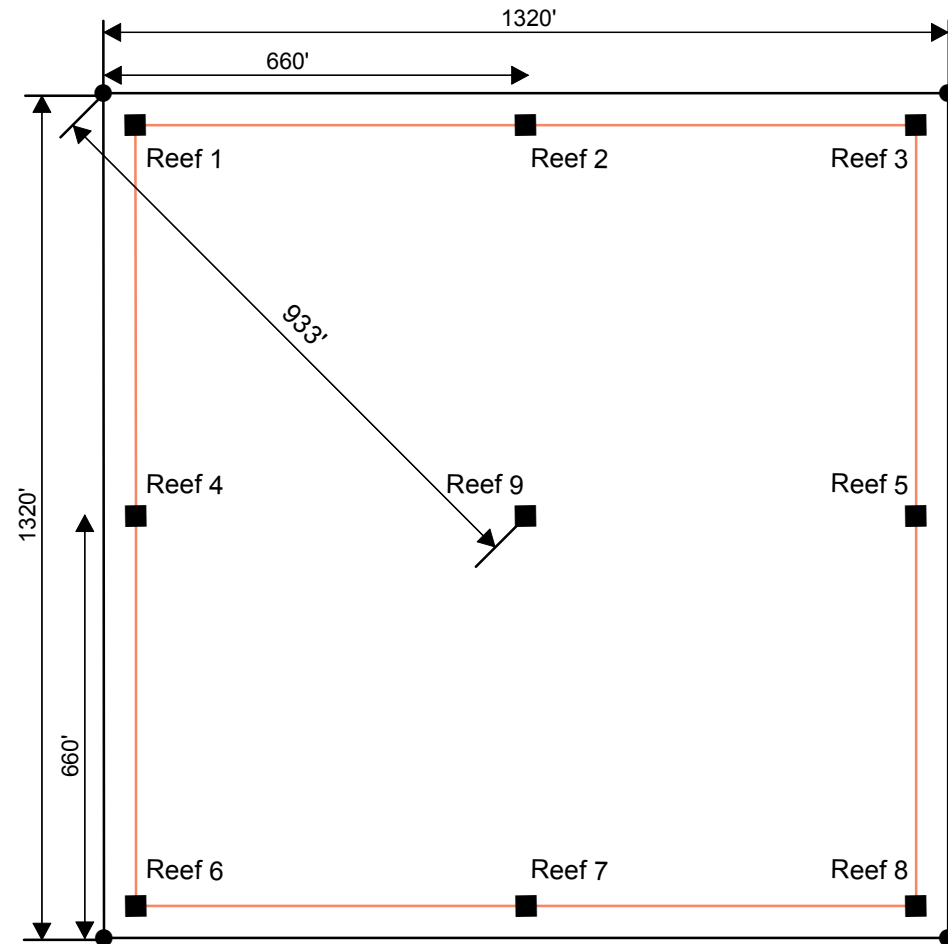
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TAYLOR ENGINEERING INC.
 10151 DEERWOOD PARK BLVD.
 BLDG. 300, SUITE 300
 JACKSONVILLE, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
FISH HAVEN 14
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FL

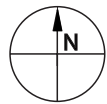
| | | | |
|----------|------------|------|--------------|
| PROJECT | C2014-004 | SEAL | DRAFT |
| DRAWN BY | AF / DG | | |
| SHEET | 1 of 3 | | |
| DATE | APRIL 2017 | ENG | |

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



| Legend | |
|-----------|---------------------|
| ● | Corner Points |
| ■ | Reef Locations |
| — (red) | 50' Offset |
| — (black) | Fish Haven Boundary |

| Fish Haven 14 | | | | | |
|---------------|------------------|---------------|---------------|-------------|--------------|
| Name | Location | Latitude | Longitude | Latitude | Longitude |
| Fish Haven 14 | Centroid | 30° 21.141' N | 86° 36.874' W | 30.35235227 | -86.61457452 |
| Fish Haven 14 | Northwest Corner | 30° 21.250' N | 86° 37.000' W | 30.35416667 | -86.61666667 |
| Fish Haven 14 | Northeast Corner | 30° 21.250' N | 86° 36.749' W | 30.35416668 | -86.61248235 |
| Fish Haven 14 | Southeast Corner | 30° 21.032' N | 86° 36.749' W | 30.35053788 | -86.6124824 |
| Fish Haven 14 | Southwest Corner | 30° 21.032' N | 86° 37.000' W | 30.35053784 | -86.6166667 |
| Fish Haven 14 | Reef 1 | 30° 21.242' N | 86° 36.990' W | 30.35402919 | -86.61650815 |
| Fish Haven 14 | Reef 2 | 30° 21.242' N | 86° 36.874' W | 30.35402921 | -86.61457451 |
| Fish Haven 14 | Reef 3 | 30° 21.242' N | 86° 36.759' W | 30.3540292 | -86.61264088 |
| Fish Haven 14 | Reef 4 | 30° 21.141' N | 86° 36.990' W | 30.35235226 | -86.61650816 |
| Fish Haven 14 | Reef 5 | 30° 21.141' N | 86° 36.759' W | 30.35235228 | -86.6126409 |
| Fish Haven 14 | Reef 6 | 30° 21.041' N | 86° 36.990' W | 30.35067533 | -86.61650818 |
| Fish Haven 14 | Reef 7 | 30° 21.041' N | 86° 36.874' W | 30.35067536 | -86.61457455 |
| Fish Haven 14 | Reef 8 | 30° 21.041' N | 86° 36.759' W | 30.35067536 | -86.61264091 |
| Fish Haven 14 | Reef 9 | 30° 21.141' N | 86° 36.874' W | 30.35235227 | -86.61457452 |



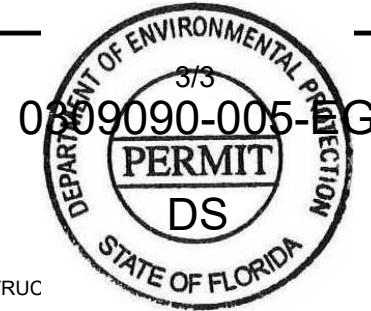
TAYLOR ENGINEERING INC.
 10151 DEERWOOD PARK BLVD.
 BLDG. 300, SUITE 300
 JACKSONVILLE, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
 FISH HAVEN 14
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------|------|
| PROJECT | C2012-005 | SEAL |
| DRAWN BY | RC | |
| SHEET | 2 of 3 | |
| DATE | JAN 2012 | |

Matthew A. Trammell

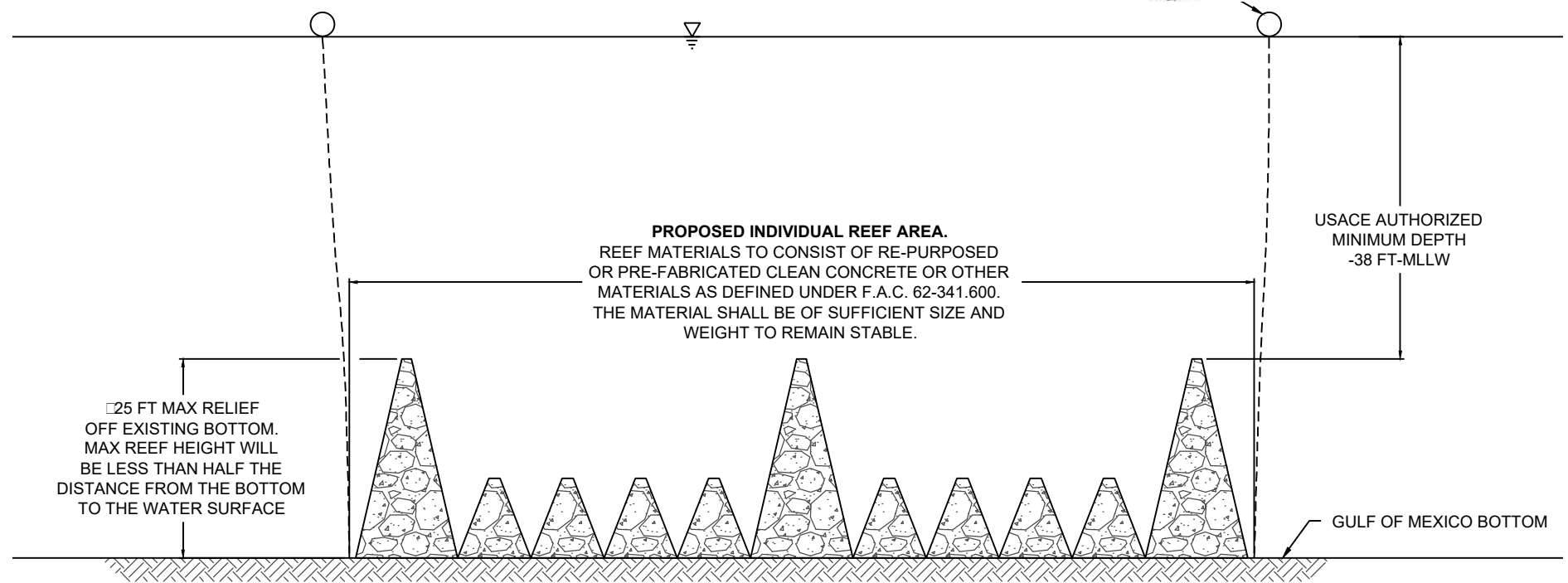
DATE



TEMPORARY CONSTRUC

NOTES:

1. MARKER BUOYS WILL BE SECURED ALONG THE PERIMETER OF THE INDIVIDUAL REEF SITES PRIOR TO MATERIAL PLACEMENT TO DEFINE THE DROP AREA AND TO ENSURE ACCURATE PLACEMENT WITHIN THE APPROVED SITE.
2. QUALITY CONTROL DIVES SHALL BE PERFORMED AS NECESSARY TO ENSURE PROPER MATERIAL PLACEMENT AND RELIEF.



TYPICAL REEF SECTION
NOT TO SCALE

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TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
FISH HAVEN 14
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FL

| | | |
|----------|------------|----------------------|
| PROJECT | C2014-004 | SEAL |
| DRAWN BY | AF / DG | |
| SHEET | 3 of 3 | |
| DATE | APRIL 2017 | ENG _____ DATE _____ |



Florida Department of Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

July 28, 2017

Okaloosa County Board of County Commissioners
C/o Jim Trifilio
1250 Eglin Parkway, Suite 100
Shalimar, Florida 32579
jtrifilio@co.okaloosa.fl.us

File No. 0315101-002-EG, Okaloosa County

Dear Mr. Trifilio:

On May 22, 2017 we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) for the construction of an artificial reef ¼ by ¼ statute mile (40 acres) in State Waters within the Gulf of Mexico, Class III Florida Waterbody. The project is located approximately 1.8 Nautical miles South of Gulf Island National Seashore of Santa Rosa Island and 10.2 Nautical miles Southwest of Destin Pass, with the central point Latitude 30°21'48.48" North, Longitude 86°42'22.81" West.

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

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

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

If you have any questions regarding this matter, please contact Douglas Sprague at the letterhead address, at (850) 595-0579 or Douglas.sprague@dep.state.fl.us.

1. Regulatory Review – Approved

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

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

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

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

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

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

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

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

3. Federal Review – SPGP Not Approved

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

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

Additional Information

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

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

- (a) The name and address of each agency affected and each agency’s file or identification number, if known;

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

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

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

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Douglas Sprague
Environmental Specialist
Submerged Lands and Environmental
Resource Program
Northwest District

TAM:ds

Copies furnished to:

Stephen Andrews, U.S. Army Corps of Engineers, Stephen.w.andrews@usace.army.mil

Florida Fish & Wildlife Conservation Commission, Division of Marine Fisheries,
artificialreefdeployments@myfwc.com

Okaloosa County, mmartinez@co.okaloosa.fl.us jautrey@co.okaloosa.fl.us

sbitterman@co.okaloosa.fl.us psmith@okaloosapa.com

Matthew Trammell, AGENT, Taylor Engineering, Inc. Mtrammell@taylorengeering.com

Duncan Greer, Taylor Engineering, dgreer@taylorengeering.com

Enclosures:

Chapter. 62-330.600, F.A.C., 1 page.

General Conditions for All General Permits, Ch. 62-330.405, F.A.C., 3 pages.

Special Conditions Related to All Review and Authorizations, 1 page.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands, 1 page.

Project drawings, 3 pages.

CERTIFICATE OF SERVICE

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

FILING AND ACKNOWLEDGMENT

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

Clerk:  Date: July 28, 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under Chapter 373, F.S. These conditions do not apply to the general permit in Section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

(3) This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.

(7) This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.

(10) A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of*

Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual_6_07.pdf, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

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

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed within 72 hours after the work commences; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

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

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

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

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

(16) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

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

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

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

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

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

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

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

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

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

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

Special Consent Conditions

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

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

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

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

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

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

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

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

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

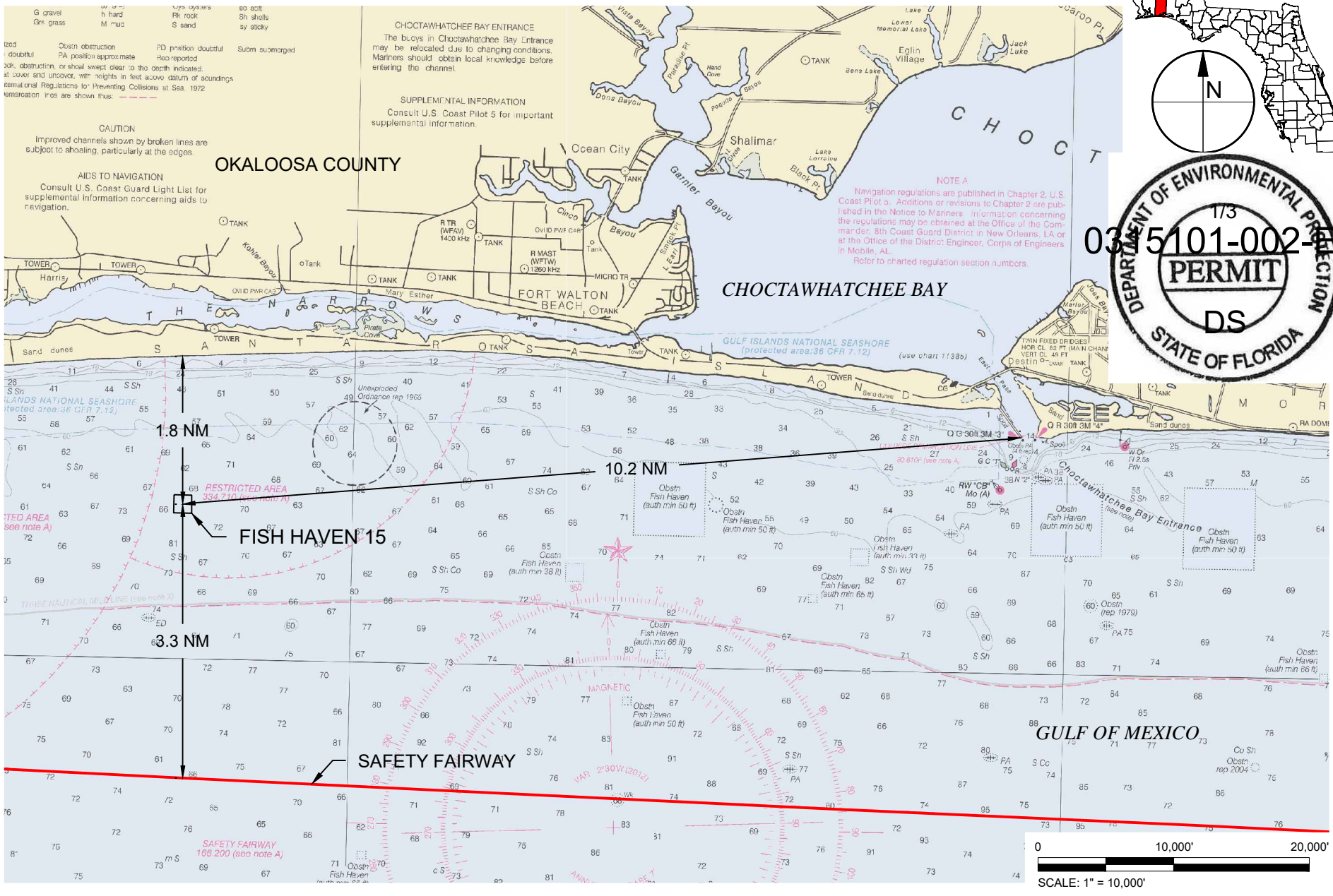
(g) Structures or activities shall not create a navigational hazard.

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

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

(8) Pursuant to Section 253.77(4), F.S., federal, state, or local agencies or political subdivisions, including ports and inland navigation districts, proposing to conduct an activity which qualifies for an exemption under Part IV of Chapter 373, F.S. or Section 403.813(1), F.S., shall be granted a letter of consent or public easement upon receipt of a request and a legal description of the affected land. However, such grant does not release the entity from compliance with other applicable provisions of Chapter 18-18, 18-20 or 18-21, F.A.C.

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



G gravel
GK grass

W sand
H hard
M mud

Uys oysters
Rk rock
S sand

so soft
Sh shells
sy sticky

ozd
doubtful
ok, obstruction, or shall swept clear to the depth indicated at lower and uncover, with heights in feet above datum of soundings.

International Regulations for Preventing Collisions at Sea, 1972
transmission frequencies are shown thus: ---

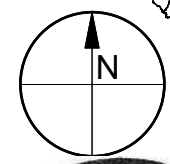
CHOCTAWHATCHEE BAY ENTRANCE
The buoys in Choctawhatchee Bay Entrance may be relocated due to changing conditions. Mariners should obtain local knowledge before entering the channel.

SUPPLEMENTAL INFORMATION
Consult U.S. Coast Pilot 5 for important supplemental information.

CAUTION
Improved channels shown by broken lines are subject to shoaling, particularly at the edges.

AIDS TO NAVIGATION
Consult U.S. Coast Guard Light List for supplemental information concerning aids to navigation.

NOTE A
Navigation regulations are published in Chapter 2, U.S. Coast Pilot 5. Additions or revisions to Chapter 2 are published in the Notice to Mariners. Information concerning the regulations may be obtained at the Office of the Commander, 8th Coast Guard District in New Orleans, LA or at the Office of the District Engineer, Corps of Engineers in Mobile, AL.
Refer to charted regulation section numbers.



DUNCAN GREER - C:\USERS\GREER\DESKTOP\FH-RE-AUTHORIZATIONS\FH-FIGURES.DWG 4/24/2017 4:24:16 PM



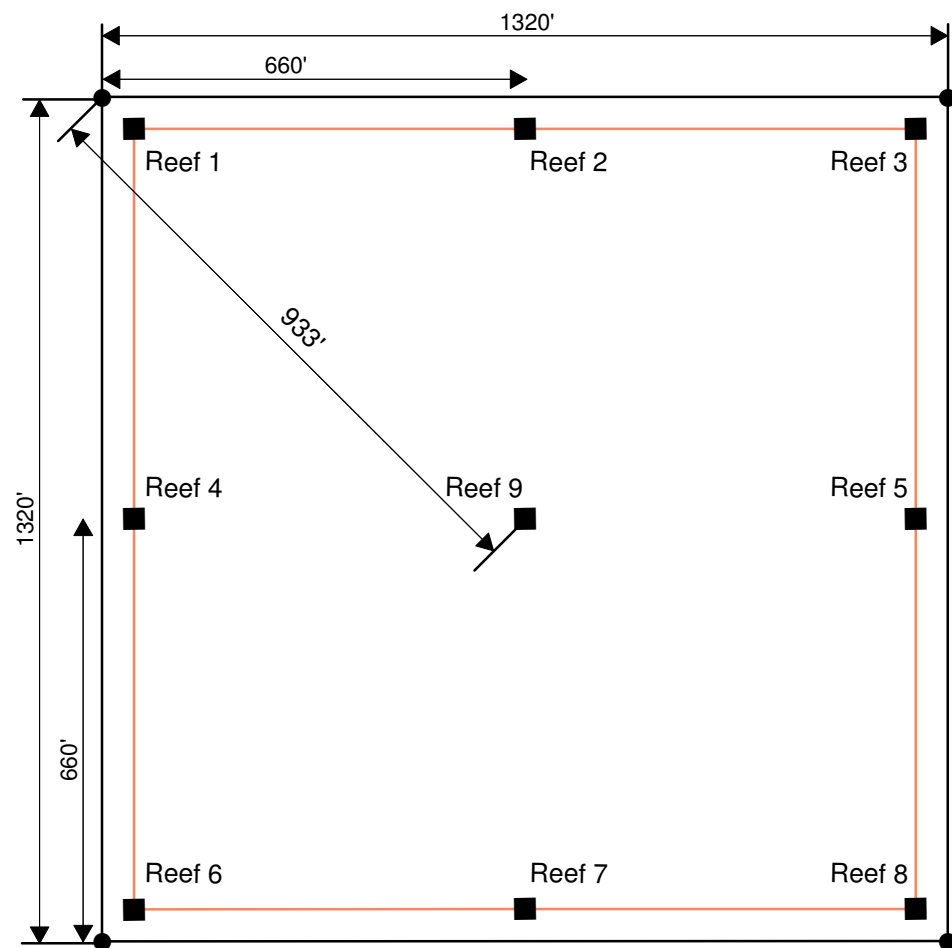
TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
FISH HAVEN 15
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FL

| | |
|----------|------------|
| PROJECT | C2014-004 |
| DRAWN BY | AF / DG |
| SHEET | 1 of 3 |
| DATE | APRIL 2017 |

| | |
|------|--------------|
| SEAL | DRAFT |
| ENG | |
| DATE | |

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



Legend

- Corner Points
- Reef Locations
- 50' Offset
- Fish Haven Boundary

| Fish Haven 15 | | | | | |
|---------------|------------------|---------------|---------------|------------|------------|
| Name | Location | Longitude | Latitude | Longitude | Latitude |
| Fish Haven 15 | Centroid | 86° 42.374' W | 30° 21.891' N | 86.7062° W | 30.3649° N |
| Fish Haven 15 | Northwest Corner | 86° 42.500' W | 30° 22.000' N | 86.7083° W | 30.3667° N |
| Fish Haven 15 | Northeast Corner | 86° 42.249' W | 30° 22.000' N | 86.7041° W | 30.3667° N |
| Fish Haven 15 | Southeast Corner | 86° 42.249' W | 30° 21.783' N | 86.7041° W | 30.3630° N |
| Fish Haven 15 | Southwest Corner | 86° 42.500' W | 30° 21.782' N | 86.7083° W | 30.3630° N |
| Fish Haven 15 | Reef 1 | 86° 42.490' W | 30° 21.992' N | 86.7082° W | 30.3665° N |
| Fish Haven 15 | Reef 2 | 86° 42.374' W | 30° 21.992' N | 86.7062° W | 30.3665° N |
| Fish Haven 15 | Reef 3 | 86° 42.258' W | 30° 21.992' N | 86.7043° W | 30.3665° N |
| Fish Haven 15 | Reef 4 | 86° 42.490' W | 30° 21.891' N | 86.7082° W | 30.3649° N |
| Fish Haven 15 | Reef 5 | 86° 42.258' W | 30° 21.891' N | 86.7043° W | 30.3649° N |
| Fish Haven 15 | Reef 6 | 86° 42.490' W | 30° 21.791' N | 86.7082° W | 30.3632° N |
| Fish Haven 15 | Reef 7 | 86° 42.374' W | 30° 21.791' N | 86.7062° W | 30.3632° N |
| Fish Haven 15 | Reef 8 | 86° 42.258' W | 30° 21.791' N | 86.7043° W | 30.3632° N |
| Fish Haven 15 | Reef 9 | 86° 42.374' W | 30° 21.891' N | 86.7062° W | 30.3649° N |



Taylor Engineering Inc.
 10151 Deerwood Park Blvd.
 Bldg. 300, Suite 300
 Jacksonville, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
FISH HAVEN 15
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------|----------------------------------|
| PROJECT | C2012-052 | SEAL |
| DRAWN BY | PL | |
| SHEET | 2 of 3 | |
| DATE | NOV 2012 | |
| | | MATTHEW E. TRAMMELL P.E. # 69244 |
| | | DATE |

NOTES:

1. MARKER BUOYS WILL BE SECURED ALONG THE PERIMETER OF THE INDIVIDUAL REEF SITES PRIOR TO MATERIAL PLACEMENT TO DEFINE THE DROP AREA AND TO ENSURE ACCURATE PLACEMENT WITHIN THE APPROVED SITE.
2. QUALITY CONTROL DIVES SHALL BE PERFORMED AS NECESSARY TO ENSURE PROPER MATERIAL PLACEMENT AND RELIEF.

TEMPORARY CONSTRUCTION BUOY (TYP)



MINIMUM DEPTH
-38 FT-MLLW

PROPOSED INDIVIDUAL REEF AREA.
REEF MATERIALS TO CONSIST OF RE-PURPOSED OR PRE-FABRICATED CLEAN CONCRETE OR OTHER MATERIALS AS DEFINED UNDER F.A.C. 62-341.600. THE MATERIAL SHALL BE OF SUFFICIENT SIZE AND WEIGHT TO REMAIN STABLE.

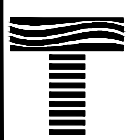
□25 FT MAX RELIEF
OFF EXISTING BOTTOM.
MAX REEF HEIGHT WILL
BE LESS THAN HALF THE
DISTANCE FROM THE BOTTOM
TO THE WATER SURFACE

GULF OF MEXICO BOTTOM

TYPICAL REEF SECTION

NOT TO SCALE

DUNCAN GREEN C:\USERS\CGREEN\DESKTOP\FISH RE-AUTHORIZATION\DS\G\FISH\REFREE\DETAIL.DWG 4/24/2017 3:47:56 PM



TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
FISH HAVEN 15
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FL

| | |
|----------|------------|
| PROJECT | C2014-004 |
| DRAWN BY | AF / DG |
| SHEET | 3 of 3 |
| DATE | APRIL 2017 |

SEAL

ENG
DATE



Florida Department of Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

July 28, 2017

Okaloosa County Board of County Commissioners
C/o Jim Trifilio
1250 Eglin Parkway, Suite 100
Shalimar, Florida 32579
jtrifilio@co.okaloosa.fl.us

File No. 0315102-002-EG, Okaloosa County

Dear Mr. Trifilio:

On May 22, 2017 we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) for the construction of an artificial reef ¼ by ¼ statute mile (40 acres) in State Waters within the Gulf of Mexico, Class III Florida Waterbody. The project is located approximately 2.4 Nautical miles South of Gulf Island National Seashore of Santa Rosa Island and 14.2 Nautical miles Southwest of Destin Pass, with the central point Latitude 30°20'53.51" North, Longitude 86°46'52.31" West.

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

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

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

If you have any questions regarding this matter, please contact Douglas Sprague at the letterhead address, at (850) 595-0579 or Douglas.sprague@dep.state.fl.us .

1. Regulatory Review – Approved

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

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

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

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

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

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

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

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

3. Federal Review – SPGP Not Approved

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

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

Additional Information

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

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

- (a) The name and address of each agency affected and each agency’s file or identification number, if known;

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

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

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

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Douglas Sprague
Environmental Specialist
Submerged Lands and Environmental
Resource Program
Northwest District

TAM:ds

Copies furnished to:

Stephen Andrews, U.S. Army Corps of Engineers, Stephen.w.andrews@usace.army.mil
Florida Fish & Wildlife Conservation Commission, Division of Marine Fisheries,
artificialreefdeployments@myfwc.com

Okaloosa County, mmartinez@co.okaloosa.fl.us jautrey@co.okaloosa.fl.us
sbitterman@co.okaloosa.fl.us psmith@okaloosapa.com

Matthew Trammell, AGENT, Taylor Engineering, Inc. Mtrammell@taylorengeering.com
Duncan Greer, Taylor Engineering, dgreer@taylorengeering.com

Enclosures:

Chapter. 62-330.600, F.A.C., 1 page.

General Conditions for All General Permits, Ch. 62-330.405, F.A.C., 3 pages.

Special Conditions Related to All Review and Authorizations, 1 page.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands, 1 page.

Project drawings, 3 pages.

CERTIFICATE OF SERVICE

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

FILING AND ACKNOWLEDGMENT

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



Clerk _____ Date July 28, 2017

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

File Name: Okaloosa County Board of County Commissioners – Fish Haven 16 Artificial Reef

FDEP File No.: 0315102-002-EG

Page 6 of 12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under Chapter 373, F.S. These conditions do not apply to the general permit in Section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

(3) This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.

(7) This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.

(10) A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of*

Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual_6_07.pdf, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

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

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed within 72 hours after the work commences; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

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

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

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

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

(16) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

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

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

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

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

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

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

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

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

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

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

Special Consent Conditions

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

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

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

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

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

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

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

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

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

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

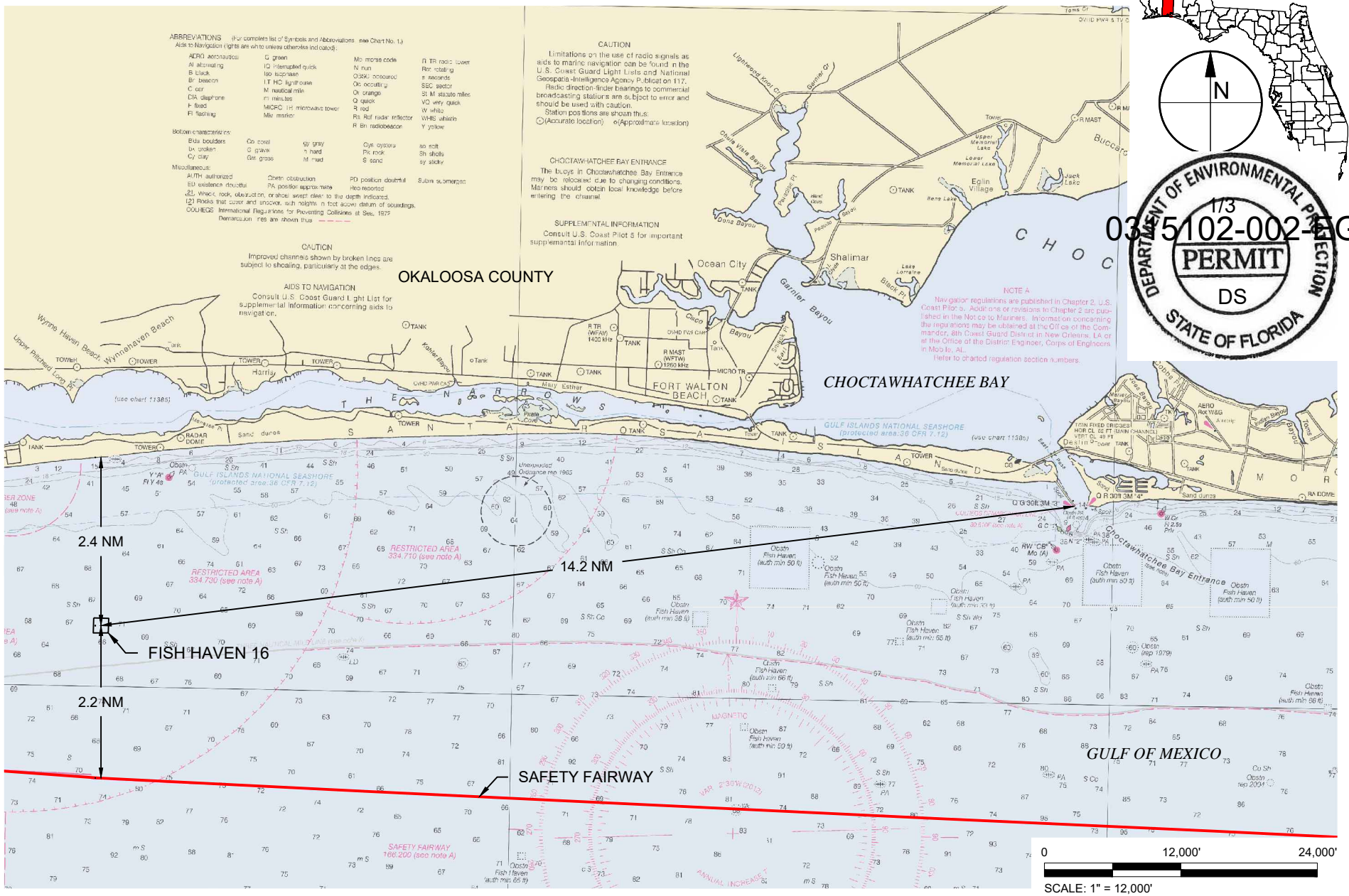
(h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within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

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

(8) Pursuant to Section 253.77(4), F.S., federal, state, or local agencies or political subdivisions, including ports and inland navigation districts, proposing to conduct an activity which qualifies for an exemption under Part IV of Chapter 373, F.S. or Section 403.813(1), F.S., shall be granted a letter of consent or public easement upon receipt of a request and a legal description of the affected land. However, such grant does not release the entity from compliance with other applicable provisions of Chapter 18-18, 18-20 or 18-21, F.A.C.

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

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ABBREVIATIONS (For complete list of Symbols and Abbreviations see Chart No. 1)
 Aids to Navigation (lights are shown otherwise indicated)

| | | | | |
|------------------|--------------------------|------------------------|--------------|--------------------|
| AERO Aerobeacons | G green | IQ interrupted quick | N nun | TR radio tower |
| AL alternating | IQ interrupted quick | ISO isophase | N nun | TR radio tower |
| B black | IT HC light house | M magnetic mile | OC occulting | SL M statute miles |
| B buoy | M magnetic mile | m minutes | OC occulting | WC very quick |
| C cur | MCDC (H) microwave tower | MW marker | R red | W white |
| DA diaphane | MW marker | Ra RaQ radar reflector | R red | WH white |
| F float | | Ra RaQ radar reflector | R red | WH white |
| F flashing | | Ra RaQ radar reflector | R red | WH white |

Bottom characters:

| | | | | |
|----------------|----------|--------|-----------|-----------|
| Bu bu boulders | Co coral | G gray | Gr gravel | Sh shells |
| lv broken | G gravel | H hard | M mud | Sl silt |
| Cy clay | Gr grass | M mud | S sand | Sy silt |

Miscellaneous:

| | | | |
|---|-------------------------|----------------------|----------------|
| AUTH authorized | Obn obstruction | PD position doubtful | Subn submerged |
| ED evidence | PA position approximate | Re reported | |
| (1) Wreck, rock, obstruction or shoal, except when to the depth indicated. | | | |
| (2) Rocks that cover and uncover, with depths in feet above datum of soundings. | | | |

COULDS International Regulations for Preventing Collisions at Sea, 1972
 Navigation rules are shown thus: ---

CAUTION
 Limitations on the use of radio signals as aids to marine navigation can be found in the U.S. Coast Guard Light Lists and National Geographic Intelligence Agency Publication 117.
 Radio direction-finder bearings to commercial broadcasting stations are subject to error and should be used with caution.
 Station positions are shown thus:
 (O) (Accurate location) (e) (Approximate location)

CHOCTAWHATCHEE BAY ENTRANCE
 The buoy in Choctawhatchee Bay Entrance may be relocated due to changing conditions. Mariners should obtain local knowledge before entering the channel.

SUPPLEMENTAL INFORMATION
 Consult U.S. Coast Pilot 5 for important supplemental information.

CAUTION
 Improved channels shown by broken lines are subject to shoaling, particularly at the edges.

AIDS TO NAVIGATION
 Consult U.S. Coast Guard Light List for supplemental information concerning aids to navigation.

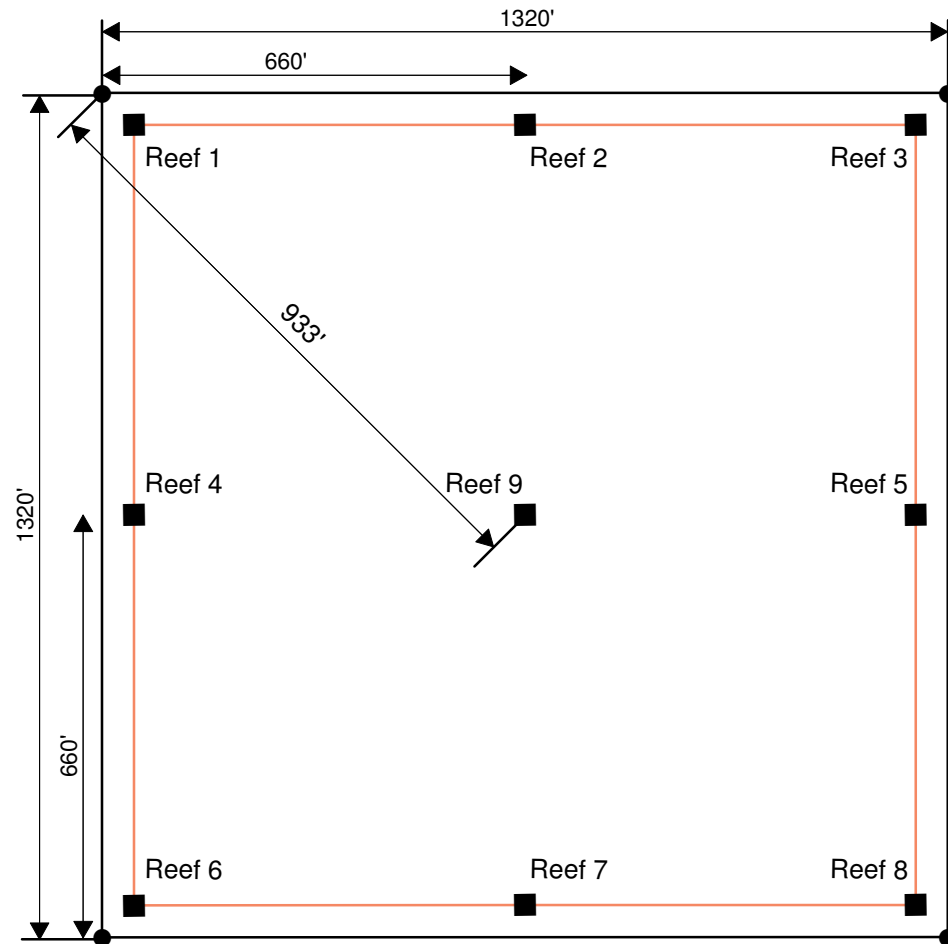


NOTE A
 Navigation regulations are published in Chapter 2, U.S. Coast Pilot 5. Additional regulations in Chapter 2 are published in the Notices to Mariners. Information concerning the regulations may be obtained at the Office of the Commander, 8th Coast Guard District in New Orleans, LA or at the Office of the District Engineer, Corps of Engineers in Mobile, AL.
 Refer to charted regulation section numbers.

TAYLOR ENGINEERING INC.
 10151 DEERWOOD PARK BLVD.
 BLDG. 300, SUITE 300
 JACKSONVILLE, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
FISH HAVEN 16
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FL

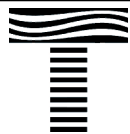
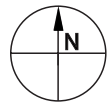
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|----------|------------|-------|------|
| PROJECT | C2014-004 | SEAL | |
| DRAWN BY | AF / DG | DRAFT | |
| SHEET | 1 of 3 | | |
| DATE | APRIL 2017 | ENG | DATE |



Legend

- Corner Points
- Reef Locations
- 50' Offset
- Fish Haven Boundary

| Fish Haven 16 | | | | | |
|---------------|------------------|---------------|---------------|------------|------------|
| Name | Location | Longitude | Latitude | Longitude | Latitude |
| Fish Haven 16 | Centroid | 86° 46.874' W | 30° 20.891' N | 86.7812° W | 30.3482° N |
| Fish Haven 16 | Northwest Corner | 86° 47.000' W | 30° 21.000' N | 86.7833° W | 30.3500° N |
| Fish Haven 16 | Northeast Corner | 86° 46.749' W | 30° 21.000' N | 86.7791° W | 30.3500° N |
| Fish Haven 16 | Southeast Corner | 86° 46.749' W | 30° 20.783' N | 86.7791° W | 30.3464° N |
| Fish Haven 16 | Southwest Corner | 86° 47.000' W | 30° 20.782' N | 86.7833° W | 30.3464° N |
| Fish Haven 16 | Reef 1 | 86° 46.990' W | 30° 20.992' N | 86.7832° W | 30.3499° N |
| Fish Haven 16 | Reef 2 | 86° 46.874' W | 30° 20.992' N | 86.7812° W | 30.3499° N |
| Fish Haven 16 | Reef 3 | 86° 46.759' W | 30° 20.992' N | 86.7793° W | 30.3499° N |
| Fish Haven 16 | Reef 4 | 86° 46.990' W | 30° 20.891' N | 86.7832° W | 30.3482° N |
| Fish Haven 16 | Reef 5 | 86° 46.758' W | 30° 20.892' N | 86.7793° W | 30.3482° N |
| Fish Haven 16 | Reef 6 | 86° 46.990' W | 30° 20.791' N | 86.7832° W | 30.3465° N |
| Fish Haven 16 | Reef 7 | 86° 46.874' W | 30° 20.791' N | 86.7812° W | 30.3465° N |
| Fish Haven 16 | Reef 8 | 86° 46.758' W | 30° 20.791' N | 86.7793° W | 30.3465° N |
| Fish Haven 16 | Reef 9 | 86° 46.874' W | 30° 20.891' N | 86.7812° W | 30.3482° N |



Taylor Engineering Inc.
 10151 Deerwood Park Blvd.
 Bldg. 300, Suite 300
 Jacksonville, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
 FISH HAVEN 16
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

| | |
|----------|-----------|
| PROJECT | C2012-052 |
| DRAWN BY | PL |
| SHEET | 2 of 3 |
| DATE | NOV 2012 |

| | |
|----------------------------------|------|
| SEAL | |
| MATTHEW E. TRAMMELL P.E. # 69244 | DATE |

NOTES:

1. MARKER BUOYS WILL BE SECURED ALONG THE PERIMETER OF THE INDIVIDUAL REEF SITES PRIOR TO MATERIAL PLACEMENT TO DEFINE THE DROP AREA AND TO ENSURE ACCURATE PLACEMENT WITHIN THE APPROVED SITE.
2. QUALITY CONTROL DIVES SHALL BE PERFORMED AS NECESSARY TO ENSURE PROPER MATERIAL PLACEMENT AND RELIEF.

TEMPORARY CONSTRUCTION BUOY (TYP)



USACE AUTHORIZED
MINIMUM DEPTH
-38 FT-MLLW

PROPOSED INDIVIDUAL REEF AREA.
REEF MATERIALS TO CONSIST OF RE-PURPOSED OR PRE-FABRICATED CLEAN CONCRETE OR OTHER MATERIALS AS DEFINED UNDER F.A.C. 62-341.600. THE MATERIAL SHALL BE OF SUFFICIENT SIZE AND WEIGHT TO REMAIN STABLE.

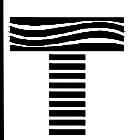
□ 25 FT MAX RELIEF
OFF EXISTING BOTTOM.
MAX REEF HEIGHT WILL
BE LESS THAN HALF THE
DISTANCE FROM THE BOTTOM
TO THE WATER SURFACE

GULF OF MEXICO BOTTOM

TYPICAL REEF SECTION

NOT TO SCALE

DUNCAN GREER C:\USERS\DGREER\DESKTOP\FISH RE-AUTHORIZATION\DS\GULF OF MEXICO REEF DETAIL.DWG 4/24/2017 3:47:57 PM



TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
FISH HAVEN 16
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FL

| | |
|----------|------------|
| PROJECT | C2014-004 |
| DRAWN BY | AF / DG |
| SHEET | 3 of 3 |
| DATE | APRIL 2017 |

| | |
|------|--|
| SEAL | |
| ENG | |
| DATE | |

DEPARTMENT OF THE ARMY PERMIT

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

Permit No: SAJ-2011-03485 (SP-SWA)

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

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

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

Project Description: The applicant proposes to establish an artificial reef area, which would be referred to as the "Fish Haven #13". It would consist of a ¼ by ¼ mile deployment area, totaling 40 acres, which would provide enhanced habitat and recreational fishing and diving opportunities upon implementation of the project. Additionally, there would be a deployment buffer of 50 feet on each side. Material to be deployed would consist of clean concrete or rock and prefabricated structures that are a mixture of clean concrete and heavy gauge steel. The material to be deployed would have a maximum profile height of no more than 30 feet and would result in a minimum authorized depth of -33 feet at mean lower low water MLLW. The work described above is to be completed in accordance with the three (3) pages of drawings affixed at the end of this permit instrument.

Project Location: The project site is located in the Gulf of Mexico, 2.43 nautical miles southwest of Destin pass, 3.06 nautical miles north of the East-West Safety Fairway and 1.93 nautical miles south of Okaloosa Island off of Okaloosa County, Florida.

Latitude & Longitude:

| | |
|-----------------|--|
| NE Site Corner: | Latitude: 30.358333° North Longitude: 86.545833° West |
| NW Site Corner: | Latitude: 30.358333° North Longitude: 86.550016° West |
| SE Site Corner: | Latitude: 30.3547° North Longitude: 86.545833° West |

Special Conditions:

1. **Reporting Addresses:** The Permittee shall reference this permit number, SAJ-2011-03485 (SP-SWA), on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

- (a) U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section
41 North Jefferson Street, Suite 301
Pensacola, Florida 32502

The Permittee shall reference this permit number,
SAJ-2010-03163 (SP-SWA), on all submittals.
Or email at: CESAJ-ComplyDocs@usace.army.mil

- (b) National Oceanic and Atmospheric Administration
(NOAA), Marine Chart Division, Office of
Coast Survey, N/CS26, Sta. 7317
1315 East-West Highway
Silver Springs, MD, 20910-3282
Or email at: ocs.ndb@noaa.gov.

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

- (d) Florida Fish and Wildlife Conservation Commission
(FWC), Artificial Reef Program,
620 S. Meridian Street, Box 4B2
Tallahassee, FL 32399.
Or email at: artificialreefdeployments@MyFWC.com

2. **Initial Agency Notification:** The Permittee shall provide to the Corps, NOAA and USCG written notification of the planned deployment start date at least two weeks prior to the initial deployment on the authorized artificial reef site.

3. **Protection of Existing Resources:** The Permittee shall not deploy artificial reef materials until an assessment of the bottom conditions have been accomplished by diver, submersible video camera, fathometer, depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection of the deployment area may occur at the time of deployment, but no more than one year prior to deployment. The Permittee shall

maintain a deployment buffer of at least 200 feet from any submerged beds of sea grasses, coral reefs, live bottom, areas supporting growth of sponges, sea fans, soft corals, and other sessile macroinvertebrates generally associated with rock outcrops, oyster reefs, scallop beds, clam beds, or areas where there are unique or unusual concentrations of bottom-dwelling marine organisms. If, during the inspection, evidence is observed of cultural/archaeological resources, such as sunken vessels, ballast, historic refuse piles, or careenage areas the Corps will be notified by the Permittee and the above referenced deployment buffer will be implemented. The Permittee shall maintain a record of the information gained during the inspection such that it can be provided upon request to the Corps.

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

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

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

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

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

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

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

10. Protected Species Guidance: The Permittee shall comply with the attached "*Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting*" guidance for marine turtles and marine mammals.

11. Self-Certification: Within 60 days of completion of the authorized work or at the expiration of the construction authorization of this permit, whichever occurs first, the Permittee shall complete the attached "*Self-Certification Statement of Compliance*" form and submit to the Corps. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.

12. Cultural Resources/Historic Properties:

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

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the

subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Corps. The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. A cultural resources assessment may be required of the permit area, if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO and the Corps.

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

e. In the unlikely event that human remains are encountered on federal or tribal lands, or in situations where Archaeological Resources Protection Act of 1979, or Native American Graves Protection Repatriation Act of 1990 applies, all work in the vicinity shall immediately cease and the Permittee immediately notify the Corps. The Corps shall then notify the appropriate THPO(s) and SHPO. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or appropriate THPO(s), SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the appropriate THPO(s) and the Corps.

Further Information:

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

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

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

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

2. Limits of this authorization.

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

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

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

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

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

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

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

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

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

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

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

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

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


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

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

PERMIT NUMBER: SAJ-2011-03485 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 9 of 11

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Charles H. Windes, Jr.
(PERMITTEE)



April 1, 2014
(DATE)

Charles H. Windes, Jr.
(PERMITTEE NAME-PRINTED)

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

[Signature]
(DISTRICT ENGINEER)

for
Alan M. Dodd,
Colonel, U.S. Army
District Commander

APRIL 14, 2014
(DATE)

PERMIT NUMBER: SAJ-2011-03485 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 10 of 11

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

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2011-03485 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 11 of 11

***Attachments to Department of the Army
Permit Number SAJ-2011-03485***

1. PERMIT DRAWINGS: Three (3) pages, dated 24 February 2014.
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 3 of this DA permit. Six (6) pages.
3. SEA TURTLE, SAWFISH AND STURGEON CONDITIONS: One (1) page.
4. MANATEE CONDITIONS: One (1) page.
5. VESSEL STRIKE AVOIDANCE MEASURES: Two (2) pages.
6. FLORIDA ARTIFICIAL REEF MATERIALS CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION FORM:
7. FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION FORM:
8. SELF-CERTIFICATION FORM: One (1) page.

DEPARTMENT OF THE ARMY PERMIT

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

Permit No: SAJ-2013-02668 (SP-SWA)

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

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

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

Project Description: The applicant proposes to establish an artificial reef area, which would be referred to as the "Fish Haven #14". It would consist of a ¼ by ¼ mile deployment area, totaling 40 acres, which would provide enhanced habitat and recreational fishing and diving opportunities upon implementation of the project. Additionally, there would be a deployment buffer of 50 feet on each side. Material to be deployed would consist of clean concrete or rock and prefabricated structures that are a mixture of clean concrete and heavy gauge steel. The material to be deployed would have a maximum profile height of no more than 30 feet and would result in a minimum authorized depth of -38 feet at mean lower low water MLLW. The applicant would implement a monitoring plan. The work described above is to be completed in accordance with the three (3) pages of drawings affixed at the end of this permit instrument.

Project Location: The project site is located in the Gulf of Mexico, 5.66 nautical miles southwest of Destin pass, 2.71 nautical miles north of the East-West Safety Fairway and 2.59 nautical miles south of Okaloosa Island off of Okaloosa County, Florida.

Latitude & Longitude:

NE Site Corner: Latitude: 30.354166° North
Longitude: 86.612483° West

NW Site Corner: Latitude: 30.354166° North
Longitude: 86.616666° West

SE Site Corner: Latitude: 30.350533° North

PERMIT NUMBER: SAJ-2013-02668 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 2 of 11

Longitude: 86.612483° West

SW Site Corner: Latitude: 30.350533° North
Longitude: 86.616666° West

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **March 10, 2024**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Addresses:** The Permittee shall reference this permit number, SAJ-2013-02668 (SP-SWA), on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

- (a) U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section
41 North Jefferson Street, Suite 301
Pensacola, Florida 32502

The Permittee shall reference this permit number,
SAJ-2010-03163 (SP-SWA), on all submittals.
Or email at: CESAJ-ComplyDocs@usace.army.mil

- (b) National Oceanic and Atmospheric Administration
(NOAA), Marine Chart Division, Office of
Coast Survey, N/CS26, Sta. 7317
1315 East-West Highway
Silver Springs, MD, 20910-3282
Or email at: ocs.ndb@noaa.gov.

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

- (d) Florida Fish and Wildlife Conservation Commission
(FWC), Artificial Reef Program,
620 S. Meridian Street, Box 4B2
Tallahassee, FL 32399.
Or email at: artificialreefdeployments@MyFWC.com

2. **Initial Agency Notification:** The Permittee shall provide to the Corps, NOAA and USCG written notification of the planned deployment start date at least two weeks prior to the initial deployment on the authorized artificial reef site.

3. **Protection of Existing Resources:** The Permittee shall not deploy artificial reef materials until an assessment of the bottom conditions have been accomplished by diver, submersible video camera, fathometer, depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection of the deployment area may occur at the time of deployment, but no more than one year prior to deployment. The Permittee shall

maintain a deployment buffer of at least 200 feet from any submerged beds of sea grasses, coral reefs, live bottom, areas supporting growth of sponges, sea fans, soft corals, and other sessile macroinvertebrates generally associated with rock outcrops, oyster reefs, scallop beds, clam beds, or areas where there are unique or unusual concentrations of bottom-dwelling marine organisms. If, during the inspection, evidence is observed of cultural/archaeological resources, such as sunken vessels, ballast, historic refuse piles, or careenage areas the Corps will be notified by the Permittee and the above referenced deployment buffer will be implemented. The Permittee shall maintain a record of the information gained during the inspection such that it can be provided upon request to the Corps.

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

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

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

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

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

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

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

10. Protected Species Guidance: The Permittee shall comply with the attached "*Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting*" guidance for marine turtles and marine mammals.

11. Self-Certification: Within 60 days of completion of the authorized work or at the expiration of the construction authorization of this permit, whichever occurs first, the Permittee shall complete the attached "*Self-Certification Statement of Compliance*" form and submit to the Corps. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.

12. Cultural Resources/Historic Properties:

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

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the

subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Corps. The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. A cultural resources assessment may be required of the permit area, if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO and the Corps.

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

e. In the unlikely event that human remains are encountered on federal or tribal lands, or in situations where Archaeological Resources Protection Act of 1979, or Native American Graves Protection Repatriation Act of 1990 applies, all work in the vicinity shall immediately cease and the Permittee immediately notify the Corps. The Corps shall then notify the appropriate THPO(s) and SHPO. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or appropriate THPO(s), SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the appropriate THPO(s) and the Corps.

Further Information:

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

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

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

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

2. Limits of this authorization.

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

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

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

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

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

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

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

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

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

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

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

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


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

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

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

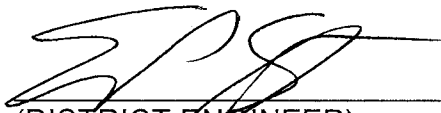
PERMIT NUMBER: SAJ-2013-02668 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 9 of 11

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Charles K. Windes Jr.  April 1, 2014
(PERMITTEE) (DATE)

Charles K. Windes Jr.
(PERMITTEE NAME-PRINTED)

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

 APRIL 14, 2014
for (DISTRICT ENGINEER) (DATE)
Alan M. Dodd,
Colonel, U.S. Army
District Commander

PERMIT NUMBER: SAJ-2013-02668 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 10 of 11

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

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2013-02668 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 11 of 11

***Attachments to Department of the Army
Permit Number SAJ-2013-02668***

1. PERMIT DRAWINGS: Three (3) pages, dated 25 February 2014.
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 3 of this DA permit. Eight (8) pages.
3. SEA TURTLE, SAWFISH AND STURGEON CONDITIONS: One (1) page.
4. MANATEE CONDITIONS: One (1) page.
5. VESSEL STRIKE AVOIDANCE MEASURES: Two (2) pages.
6. FLORIDA ARTIFICIAL REEF MATERIALS CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION FORM:
7. FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION FORM:
8. SELF-CERTIFICATION FORM: One (1) page.

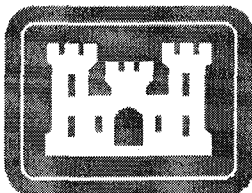
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Number: 2012-03221

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

REPLY TO
ATTENTION OF

April 14, 2014

Pensacola Permits Section
SAJ-2012-03221 (SP-SWA)

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

Ladies and Gentlemen:

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "D. Kinard", written over a horizontal line.

for Donald W. Kinard
Chief, Regulatory Division

Enclosures:
Proffered Permit



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

REPLY TO
ATTENTION OF

March 10, 2014

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2012-03221 (SP-SWA)

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

Gentlemen:

The U.S. Army Corps of Engineers (Corps) has completed the review and evaluation of your Department of the Army permit application, number SAJ-2012-03221. Our regulations require that you have an opportunity to review the terms and conditions prior to final signature by the Department of the Army. Enclosed is an unsigned Department of the Army permit instrument (permit).

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

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

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria under 33 CFR Part 331.5, and that it has been received by the District office within 60 days of the date of the RFA. Should you decide to submit an RFA form, it must be received at the letterhead address by **May 9, 2014**.

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

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

SIGN (PAGE 9) AND RETURN THE ENTIRE PERMIT, INCLUDING ALL ATTACHMENTS, TO THE LETTERHEAD ADDRESS

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


Please note U.S. Coast Guard regulations may require you as permittee to provide information for a Notice to the maritime community regarding your project. You should contact the Coast Guard Sector Mobile Waterways Management Branch (spw), 1500 15th Street, Mobile, AL 36615 or by phone at 251-441-5684 to determine if a Notice is necessary. Also any safety lights, signs and signals prescribed by the U.S. Coast Guard through their regulations or otherwise, must be installed and maintained at your expense as permittee on authorized facilities in navigable waters of the United States. To receive a U.S. Coast Guard Private Aids to Navigation marking determination, you are advised to contact the Eighth Coast Guard District (dpw), 500 Poydras St. Suite 1230, New Orleans, LA 70130, 504-671-2328 or via email to: D8oanPATON@uscg.mil prior to installation/construction of any fixed structures. For general information related to Private Aids to Navigation please visit the Eighth CG District web site at: <http://www.uscg.mil/d8/waterways/PATON.Home.asp>.

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

If you have any questions concerning this application, you may contact Steve Andrews Jr. in writing at the letterhead address, by electronic mail at

stephen.w.andrews@usace.army.mil, or by telephone at 850-439-0707.

Sincerely,



Donald W. Kinard
Chief, Regulatory Division

Enclosures

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Okaloosa County BOCC

File Number: SAJ-2012-03221

Date: 10 March 2014

Attached is:

See Section below

X INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)

A

PROFFERED PERMIT (Standard Permit or Letter of permission)

B

PERMIT DENIAL

C

APPROVED JURISDICTIONAL DETERMINATION

D

PRELIMINARY JURISDICTIONAL DETERMINATION

E

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

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

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

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

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

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

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

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

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

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

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

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

Project Manager as noted in letter

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

**for process:
Stuart Santos 904-232-2018**

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

Signature of appellant or agent.

Date:

Telephone number:

DEPARTMENT OF THE ARMY PERMIT

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

Permit No: SAJ-2012-03221 (SP-SWA)

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

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

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

Project Description: The applicant proposes to establish an artificial reef area, which would be referred to as the "Fish Haven #15". It would consist of a ¼ by ¼ mile deployment area, totaling 40 acres, which would provide enhanced habitat and recreational fishing and diving opportunities upon implementation of the project. Additionally, there would be a deployment buffer of 50 feet on each side. Material to be deployed would consist of clean concrete or rock and prefabricated structures that are a mixture of clean concrete and heavy gauge steel. The material to be deployed would have a maximum profile height of no more than 30 feet and would result in a minimum authorized depth of -38 feet at mean lower low water MLLW. The applicant would implement a monitoring plan. The work described above is to be completed in accordance with the three (3) pages of drawings affixed at the end of this permit instrument.

Project Location: The project site is located in the Gulf of Mexico, 10.2 nautical miles southwest of Destin pass, 3.3 nautical miles north of the East-West Safety Fairway and 1.8 nautical miles south of Okaloosa Island off of Okaloosa County, Florida.

Latitude & Longitude:

NE Site Corner: Latitude: 30.3667° North
Longitude: 86.7041° West

NW Site Corner: Latitude: 30.3667° North
Longitude: 86.7083° West

SE Site Corner: Latitude: 30.3630° North

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 2 of 11

Longitude: 86.7041° West

SW Site Corner: Latitude: 30.3630° North
Longitude: 86.7083° West

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **March 10, 2024**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
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Special Conditions:

1. Reporting Addresses: The Permittee shall reference this permit number, SAJ-2012-03221 (SP-SWA), on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

- (a) U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section
41 North Jefferson Street, Suite 301
Pensacola, Florida 32502

The Permittee shall reference this permit number,
SAJ-2010-03163 (SP-SWA), on all submittals.
Or email at: CESAJ-ComplyDocs@usace.army.mil

- (b) National Oceanic and Atmospheric Administration
(NOAA), Marine Chart Division, Office of
Coast Survey, N/CS26, Sta. 7317
1315 East-West Highway
Silver Springs, MD, 20910-3282
Or email at: ocs.ndb@noaa.gov.

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

- (d) Florida Fish and Wildlife Conservation Commission
(FWC), Artificial Reef Program,
620 S. Meridian Street, Box 4B2
Tallahassee, FL 32399.
Or email at: artificialreefdeployments@MyFWC.com

2. Initial Agency Notification: The Permittee shall provide to the Corps, NOAA and USCG written notification of the planned deployment start date at least two weeks prior to the initial deployment on the authorized artificial reef site.

3. Protection of Existing Resources: The Permittee shall not deploy artificial reef materials until an assessment of the bottom conditions have been accomplished by diver, submersible video camera, fathometer, depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection of the deployment area may occur at the time of deployment, but no more than one year prior to deployment. The Permittee shall

maintain a deployment buffer of at least 200 feet from any submerged beds of sea grasses, coral reefs, live bottom, areas supporting growth of sponges, sea fans, soft corals, and other sessile macroinvertebrates generally associated with rock outcrops, oyster reefs, scallop beds, clam beds, or areas where there are unique or unusual concentrations of bottom-dwelling marine organisms. If, during the inspection, evidence is observed of cultural/archaeological resources, such as sunken vessels, ballast, historic refuse piles, or careenage areas the Corps will be notified by the Permittee and the above referenced deployment buffer will be implemented. The Permittee shall maintain a record of the information gained during the inspection such that it can be provided upon request to the Corps.

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

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

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

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

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

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

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

10. Protected Species Guidance: The Permittee shall comply with the attached "*Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting*" guidance for marine turtles and marine mammals.

11. Self-Certification: Within 60 days of completion of the authorized work or at the expiration of the construction authorization of this permit, whichever occurs first, the Permittee shall complete the attached "*Self-Certification Statement of Compliance*" form and submit to the Corps. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.

12. Cultural Resources/Historic Properties:

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

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the

subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Corps. The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. A cultural resources assessment may be required of the permit area, if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO and the Corps.

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

e. In the unlikely event that human remains are encountered on federal or tribal lands, or in situations where Archaeological Resources Protection Act of 1979, or Native American Graves Protection Repatriation Act of 1990 applies, all work in the vicinity shall immediately cease and the Permittee immediately notify the Corps. The Corps shall then notify the appropriate THPO(s) and SHPO. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or appropriate THPO(s), SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the appropriate THPO(s) and the Corps.

Further Information:

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

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
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(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

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

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

2. Limits of this authorization.

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

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

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

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

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

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

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

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

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

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

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
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5. **Reevaluation of Permit Decision:** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

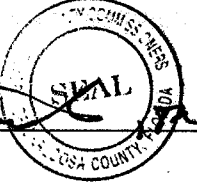
- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- c. Significant new information surfaces which this office did not consider in reaching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

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

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

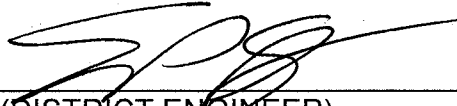
PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 9 of 11

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Charles K. Windes Jr.  April 1, 2014
(PERMITTEE) (DATE)

Charles K. Windes Jr.
(PERMITTEE NAME-PRINTED)

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

 APRIL 14, 2014
for (DISTRICT ENGINEER) (DATE)
Alan M. Dodd,
Colonel, U.S. Army
District Commander

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE)

(DATE)

(PERMITTEE NAME-PRINTED)

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

(DISTRICT ENGINEER)

Alan M. Dodd,
Colonel, U.S. Army
District Commander

(DATE)

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
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When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

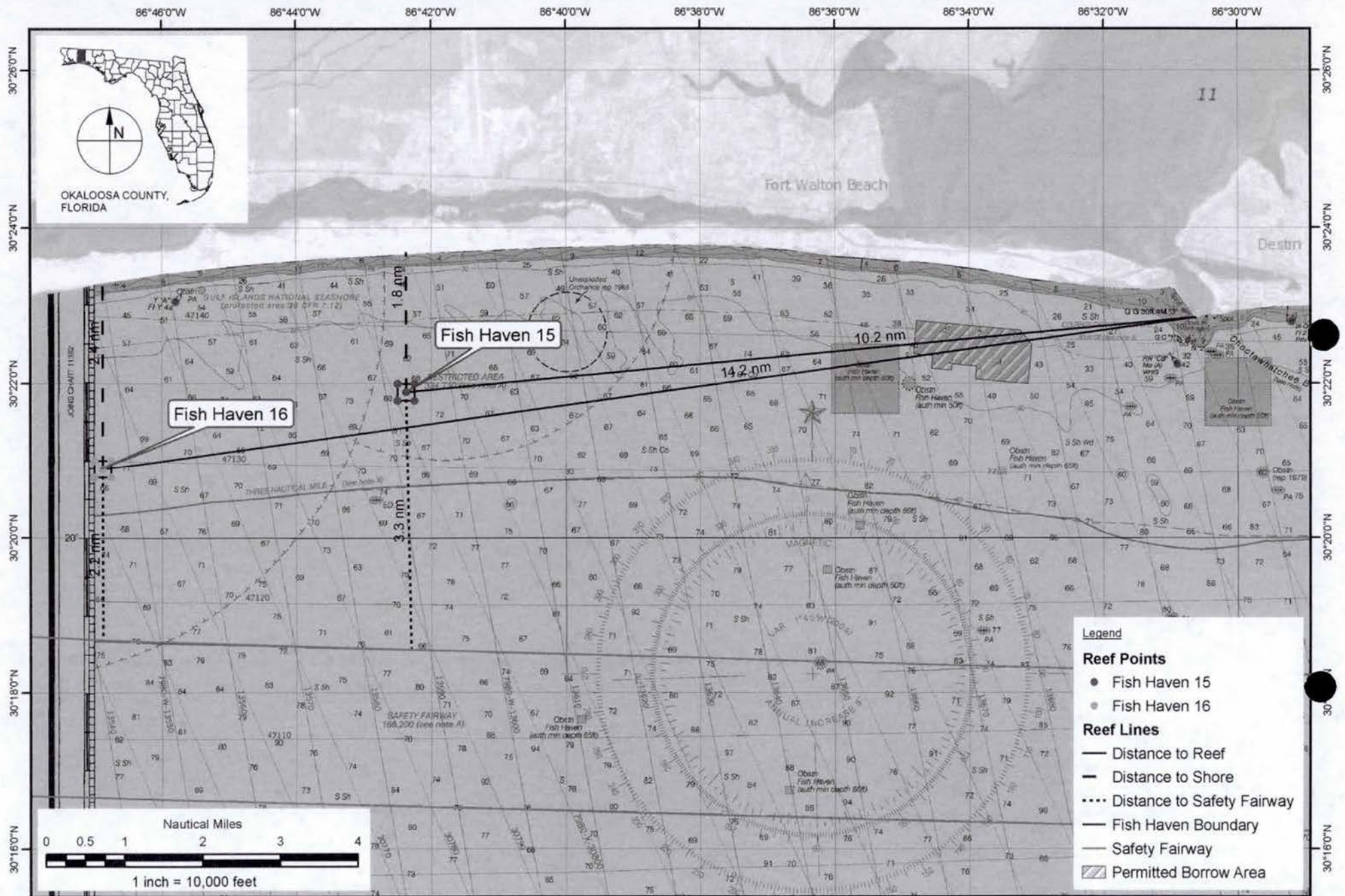
(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2012-03221 (SP-SWA)
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***Attachments to Department of the Army
Permit Number SAJ-2012-03221***

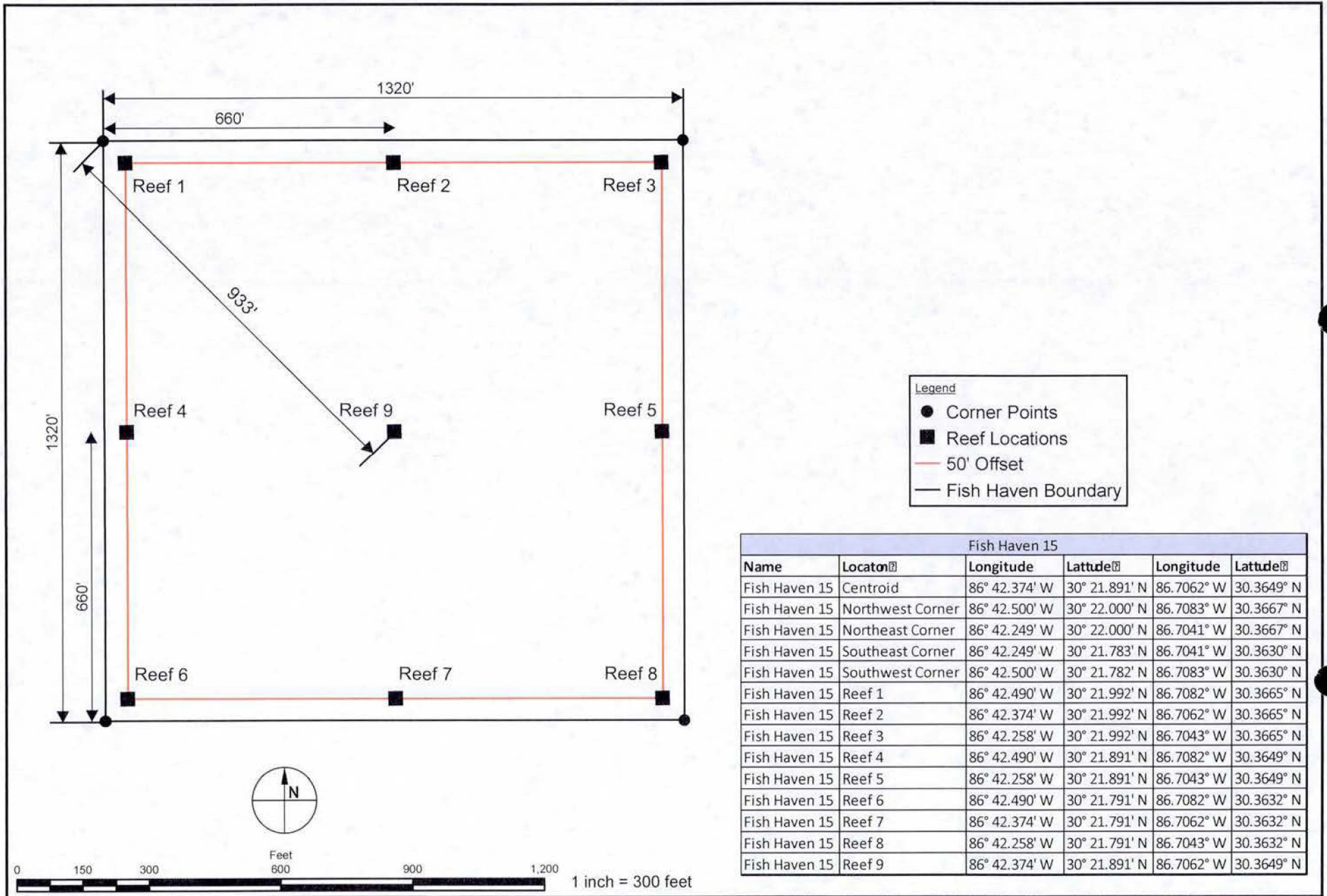
1. PERMIT DRAWINGS: Three (3) pages, dated 25 February 2014.
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 3 of this DA permit. Six (6) pages.
3. SEA TURTLE, SAWFISH AND STURGEON CONDITIONS: One (1) page.
4. MANATEE CONDITIONS: One (1) page.
5. VESSEL STRIKE AVOIDANCE MEASURES: Two (2) pages.
6. FLORIDA ARTIFICIAL REEF MATERIALS CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION FORM:
7. FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION FORM:
8. SELF-CERTIFICATION FORM: One (1) page.



Applicant: Okaloosa County BOCC
 File: 2012-03221 (SP-SWA)
 Date: 24 February 2014
 Page 1 of 3

FIGURE 1
 FISH HAVEN 15 & 16
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------|----------------------------------|
| PROJECT | C2012-052 | SEAL |
| DRAWN BY | PL | |
| SHEET | 1 of 3 | |
| DATE | OCT 2012 | MATTHEW E. TRAMMELL P.E. # 96244 |
| | | DATE |

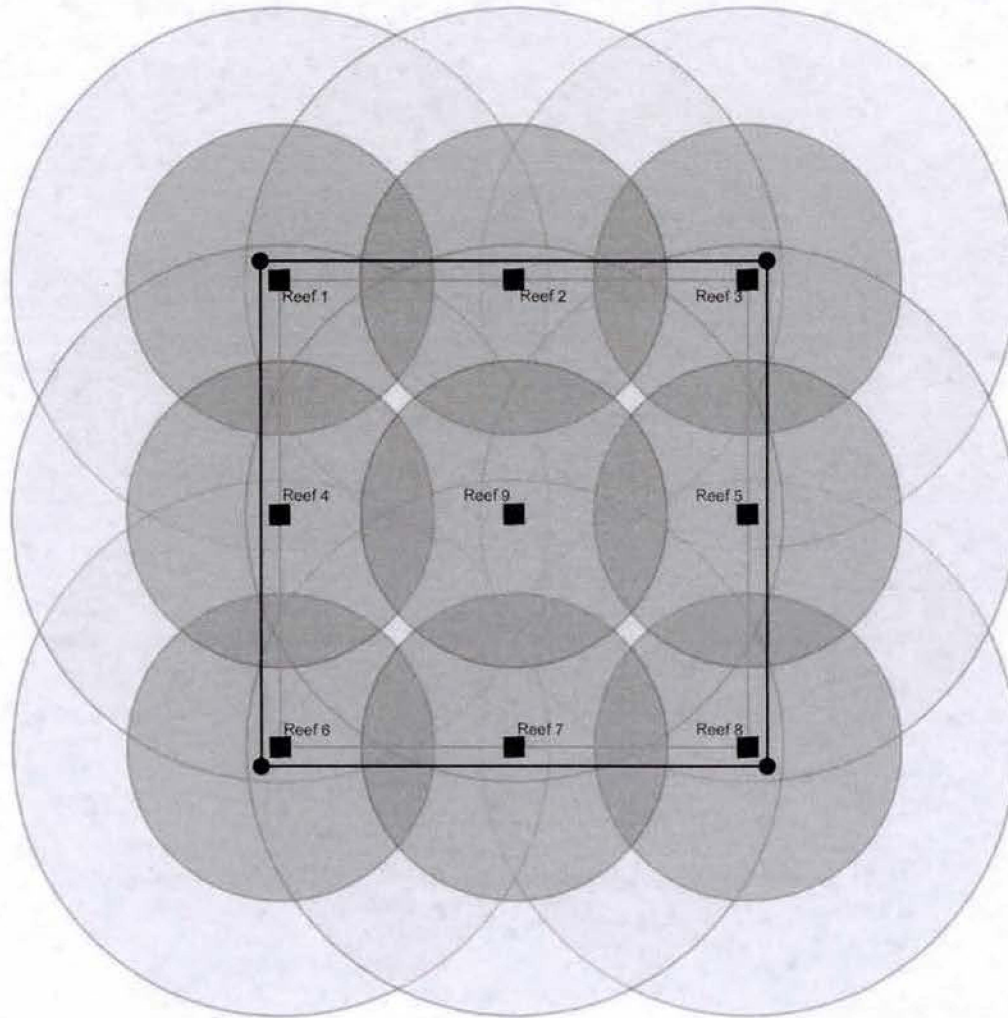


| Fish Haven 15 | | | | | |
|---------------|------------------|---------------|---------------|------------|------------|
| Name | Location | Longitude | Latitude | Longitude | Latitude |
| Fish Haven 15 | Centroid | 86° 42.374' W | 30° 21.891' N | 86.7062° W | 30.3649° N |
| Fish Haven 15 | Northwest Corner | 86° 42.500' W | 30° 22.000' N | 86.7083° W | 30.3667° N |
| Fish Haven 15 | Northeast Corner | 86° 42.249' W | 30° 22.000' N | 86.7041° W | 30.3667° N |
| Fish Haven 15 | Southeast Corner | 86° 42.249' W | 30° 21.783' N | 86.7041° W | 30.3630° N |
| Fish Haven 15 | Southwest Corner | 86° 42.500' W | 30° 21.782' N | 86.7083° W | 30.3630° N |
| Fish Haven 15 | Reef 1 | 86° 42.490' W | 30° 21.992' N | 86.7082° W | 30.3665° N |
| Fish Haven 15 | Reef 2 | 86° 42.374' W | 30° 21.992' N | 86.7062° W | 30.3665° N |
| Fish Haven 15 | Reef 3 | 86° 42.258' W | 30° 21.992' N | 86.7043° W | 30.3665° N |
| Fish Haven 15 | Reef 4 | 86° 42.490' W | 30° 21.891' N | 86.7082° W | 30.3649° N |
| Fish Haven 15 | Reef 5 | 86° 42.258' W | 30° 21.891' N | 86.7043° W | 30.3649° N |
| Fish Haven 15 | Reef 6 | 86° 42.490' W | 30° 21.791' N | 86.7082° W | 30.3632° N |
| Fish Haven 15 | Reef 7 | 86° 42.374' W | 30° 21.791' N | 86.7062° W | 30.3632° N |
| Fish Haven 15 | Reef 8 | 86° 42.258' W | 30° 21.791' N | 86.7043° W | 30.3632° N |
| Fish Haven 15 | Reef 9 | 86° 42.374' W | 30° 21.891' N | 86.7062° W | 30.3649° N |

Applicant: Okaloosa County BOCC
 File: 2012-03221 (SP-SWA)
 Date: 24 February 2014
 Page 2 of 3

FIGURE 2
 FISH HAVEN 15
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

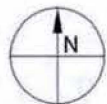
| | | |
|----------|-------------------|------|
| PROJECT | C2012-052 | SEAL |
| DRAWN BY | PL | |
| SHEET | 2 of 4 | |
| DATE | OCT 2012 | DATE |
| | Matthew A. Tammol | |



Legend

- Corner Points
- Reef Locations
- 50' Offset
- Fish Haven Boundary

Foraging pressure is greater in the darker shaded areas. Foraging characteristics on the perimeter represent an infinite foraging prospect. The two circles around each reef location represent a 400' and 700' foraging radius, characteristic of target species such as red snapper and gag grouper.



Applicant: Okaloosa County BOCC
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 Page 3 of 3

FIGURE 3
 TYPICAL FORAGING PRESSURE
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------|-----------------------------------|
| PROJECT | C2012-052 | SEAL |
| DRAWN BY | PL | |
| SHEET | 3 of 3 | |
| DATE | NOV 2012 | MATTHEW E. TRAMMELL, P.E. # 95044 |
| | | DATE |



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
160 W GOVERNMENT STREET, SUITE 308
PENSACOLA, FLORIDA 32502-5794

RICK SCOTT
GOVERNOR

JENNIFER CARROLL
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

January 25, 2013

Okaloosa County Board of County Commissioners
1804 Lewis Turner Blvd, Suite 100
Fort Walton Beach, FL 32547

Okaloosa County Fish Haven 15
File Number: 46-0315101-001-EG, Okaloosa County

Dear Okaloosa County Board of County Commissioners:

This is to acknowledge receipt of your Notice, (File No. 46-0315101-001-EG), received on November 13, 2012, of Intent to use the Noticed General Permit for the construction of an artificial reef, pursuant to Rule 62-346, and 62-330.600, Florida Administrative Code (F.A.C.). The project is located approximately 1.8 nautical miles south of Okaloosa Island, Latitude 30.3649° N/Longitude 86.7062° W, in the Gulf of Mexico south of Okaloosa County. Based on the forms, drawings, and documents submitted with your application and attached to this letter, it appears that the project meets the requirements for the general permit listed above.

Any activities performed under a Noticed General Permit are subject to general conditions required in Rule 62-330.405, F.A.C. (enclosed), and the specific conditions of Rule 62-330.600(enclosed). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the Noticed General Permit must be completed within five years from the date the Notice to use the Noticed General Permit was received by the Department. Also note that **the construction phase cannot be extended**, per section 6.1.2.1, Volume I of the Applicant's Handbooks.

Please note: This letter confirms that your proposed project qualifies for the Noticed General Permit identified herein, but does not constitute the Department's determination of the wetland boundary depicted in the attached drawings of the property.

Authorization to use sovereignty submerged lands – Required

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under chapters 253 and 258 of the Florida Statutes, and Chapter 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a Letter of Consent under rule 18-21.005(1)(c)(9), F.A.C. and section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this.

Be advised that your neighbors and other parties who may be substantially affected by the proposed activity allowed under this determination of approval of the Noticed General Permit have a right to request an administrative hearing on the Department's decision that the proposed activity qualifies for this general permit. If an administrative hearing is timely requested by a substantially affected person, the finding that the proposed activity qualifies for this general permit must be reconsidered, and it is possible that the hearing could result in a determination that the proposed activity does not qualify for the general permit. Under Rule 28-106.111 of the Florida Administrative Code, a request for such an administrative hearing must be filed with the Department's Clerk in the Office of General Counsel within 14 days of publication of notice in a newspaper of general circulation in the county where the activity is to take place.

The Department will not publish notice of this determination. *Publication of this notice by you is optional and not required for you to proceed.* However, in the event that an administrative hearing is held and the Department's determination is reversed, proceeding with the proposed activity before the time period for requesting an administrative hearing has expired would mean that the activity was conducted without the required permits.

If you wish to limit the time within which all substantially affected persons may request an administrative hearing, you may elect to publish the notice of rights of substantially affected persons, at your own expense one time only in the legal advertisement section of a newspaper of general circulation in the county where the activity is to take place. If you wish to limit the time within which any specific person(s) may request an administrative hearing, you may provide such person(s), by certified mail, a copy of this determination.

For the purposes of publication, a newspaper of general circulation means a newspaper meeting the requirements of Sections 50.011 and 50.031 of the Florida Statutes. In the event you do publish this notice, within seven days of publication, you must provide to the following address a certification or affidavit of publication issued by the newspaper. If you provide direct written notice to any person as noted above, you must provide to the following address a copy of the direct written notice: Department of Environmental Protection, at 160 W. Government Street, Pensacola, Florida 32501-5740.

NOTICE OF RIGHTS OF SUBSTANTIALLY AFFECTED PERSONS

Use of the Noticed General Permit authorized by Rule 62-330.600, F.A.C. is hereby granted. This determination is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this determination.

Petition for Administrative Hearing

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

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

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

Time Period for Filing a Petition

In accordance with Subsection 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any

Noticed General Permit Qualification

Project Name: Okaloosa County Fish Haven 15

Permittee: Okaloosa County Board of County Commissioners

File Number: 46-0315101-001-EG

Page 3 of 6

persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

Judicial Review

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

A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency.

If you have any questions, please contact Heather Mason at the letterhead address above, by phone at (850) 595-0608, or by e-mail at Heather.Mason@dep.state.fl.us. When referring to this project, please use the file number listed above.

Executed in Escambia County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Elizabeth Mullins Orr
Program Administrator
Submerged Lands & Environmental
Resource Program

Enclosures: Drawings (7 pages)
Rule 62-330.405, F.A.C., General Conditions (2 pages)
Rule 62-330.600, F.A.C., NGP for the Construction of Artificial Reefs (1 page)

c: U.S. Army Corps of Engineers
Scott Henson, Agent
Jon Dodrill, FWC

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit, including all copies,
was mailed or emailed before the close of business on
January 25, 2013 to the above listed persons.

FILING AND ACKNOWLEDGMENT

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

Clerk

Date

Brandy Bass

1/25/2013



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com



Vessel Strike Avoidance Measures and Reporting for Mariners NOAA Fisheries Service, Southeast Region

Background

The National Marine Fisheries Service (NMFS) has determined that collisions with vessels can injure or kill protected species (e.g., endangered and threatened species, and marine mammals). The following standard measures should be implemented to reduce the risk associated with vessel strikes or disturbance of these protected species to discountable levels. NMFS should be contacted to identify any additional conservation and recovery issues of concern, and to assist in the development of measures that may be necessary.

Protected Species Identification Training

Vessel crews should use an Atlantic and Gulf of Mexico reference guide that helps identify protected species that might be encountered in U.S. waters of the Atlantic Ocean, including the Caribbean Sea, and Gulf of Mexico. Additional training should be provided regarding information and resources available regarding federal laws and regulations for protected species, ship strike information, critical habitat, migratory routes and seasonal abundance, and recent sightings of protected species.

Vessel Strike Avoidance

In order to avoid causing injury or death to marine mammals and sea turtles the following measures should be taken when consistent with safe navigation:

1. Vessel operators and crews should maintain a vigilant watch for marine mammals and sea turtles to avoid striking sighted protected species.
2. When whales are sighted, maintain a distance of 100 yards or greater between the whale and the vessel.
3. When sea turtles or small cetaceans are sighted, attempt to maintain a distance of 50 yards or greater between the animal and the vessel whenever possible.
4. When small cetaceans are sighted while a vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until the cetacean has left the area.
5. Reduce vessel speed to 10 knots or less when mother/calf pairs, groups, or large assemblages of cetaceans are observed near an underway vessel, when safety permits. A single cetacean at the surface may indicate the presence of submerged animals in the vicinity; therefore, prudent precautionary measures should always be exercised. The vessel should attempt to route around the animals, maintaining a minimum distance of 100 yards whenever possible.

6. Whales may surface in unpredictable locations or approach slowly moving vessels. When an animal is sighted in the vessel's path or in close proximity to a moving vessel and when safety permits, reduce speed and shift the engine to neutral. Do not engage the engines until the animals are clear of the area.

Additional Requirements for the North Atlantic Right Whale

1. If a sighted whale is believed to be a North Atlantic right whale, federal regulation requires a minimum distance of 500 yards be maintained from the animal (50 CFR 224.103 (c)).
2. Vessels entering North Atlantic right whale critical habitat are required to report into the Mandatory Ship Reporting System.
3. Mariners should check with various communication media for general information regarding avoiding ship strikes and specific information regarding North Atlantic right whale sighting locations. These include NOAA weather radio, U.S. Coast Guard NAVTEX broadcasts, and Notices to Mariners. Commercial mariners calling on United States ports should view the most recent version of the NOAA/USCG produced training CD entitled "A Prudent Mariner's Guide to Right Whale Protection" (contact the NMFS Southeast Region, Protected Resources Division for more information regarding the CD).
4. Injured, dead, or entangled right whales should be immediately reported to the U.S. Coast Guard via VHF Channel 16.

Injured or Dead Protected Species Reporting

Vessel crews should report sightings of any injured or dead protected species immediately, regardless of whether the injury or death is caused by your vessel.

Report marine mammals to the Southeast U.S. Stranding Hotline: 877-433-8299

Report sea turtles to the NMFS Southeast Regional Office: 727-824-5312

If the injury or death of a marine mammal was caused by a collision with your vessel, responsible parties should remain available to assist the respective salvage and stranding network as needed. NMFS' Southeast Regional Office should be immediately notified of the strike by email (takereport.nmfsser@noaa.gov) using the attached vessel strike reporting form.

For additional information, please contact the Protected Resources Division at:

NOAA Fisheries Service
Southeast Regional Office

263 13th Avenue South
St. Petersburg, FL 33701

Tel: (727) 824-5312

Visit us on the web at <http://sero.nmfs.noaa.gov>

EXPLANATION SHEET FOR THE ARTIFICIAL REEF MATERIALS CARGO MANIFEST FORM

The attached artificial reef cargo manifest has been developed in compliance with subsection 379.249(6)(b), Florida Statutes, which states that:

"It is unlawful for any person to: store, possess or transport on or across state waters any materials reasonably suited for artificial reef construction and stored in such a manner providing ready access for use and placement as an artificial reef, unless a valid cargo manifest issued by the commission or a commission-certified inspector is onboard the transporting vessel. The manifest will serve as authorization to use a valid permitted site or land-based staging area, which will validate that the type of artificial reef construction material being transported is permissible for use at the permitted site, and will describe and quantify the artificial reef material being transported. The manifest will also include the latitude and longitude coordinates of the proposed deployment location, the valid permit number, and the copy off the permit conditions for the permitted site. The manifest must be available for inspection by any authorized law enforcement officer or commission employee."

This requirement for a cargo manifest became part of the statutory revision of the artificial reef program statute Section 379.249 Florida Statutes (F.S.), modified during the 2000 State of Florida Legislature. The statutory language allows a "commission certified inspector" to complete and approve the artificial reef materials cargo manifest. Therefore, we are providing the attached cargo manifest form to all local coastal government artificial reef coordinators and eligible non-profit corporations who may physically construct artificial reefs with the approval of the permit holders.

INSTRUCTIONS

A separate cargo manifest form is to be completed for each load to be transported offshore (i.e., one manifest per voyage). The manifest is to list all, and only, the reef materials onboard.

The top of the form is to be filled out by the reef builder with his/her contact information and the information about the proposed reef materials to be deployed written into the boxes. If several materials are identical but have different tag numbers, please write "SAME" in the box for the other materials. Also put "SAME" under additional coordinates if all materials are going to the same deployment site.

The shaded portion of the form at the bottom is to be filled out by the materials inspector. The cargo manifest must be completed by an entity representing the holder of the applicable artificial reef permit to assure that all materials meet the requirements of the permit.

Completion of the artificial reef materials cargo manifest is required for all construction activities.

The requirement to complete this document is not intended to be an undue burden on entities wishing to legally construct artificial reefs within permitted sites, but is a tool to assist law enforcement personnel in preventing the illegal construction of artificial reefs without the knowledge of the permit holder or in areas outside of legally permitted sites. It is intended to allow law enforcement staff to determine whether or not a load of materials is legal under the permit conditions. Without a properly completed Cargo Manifest Form on board, reef builders will be returned to port pursuant to Chapter 379.249 (6) (b). It is not necessary to send a copy of the Cargo Manifest Form to the FWC artificial reef section in Tallahassee. Documentation of the reef building activity should be maintained by the entity issuing the manifest in the event of any FWC inquiries.

Reminder: the placement of all public artificial reefs in state or adjacent federal waters requires the submittal of a Materials Placement Report to the FWC artificial reef program within 30 days of public reef deployment in accordance with s. 379.249 F.S.



FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION



US Army Corps
of Engineers

To Be Completed For Each Deployment Location or Date of Deployment

County or Municipality: _____

Date of Placement: _____

Grant No. FWC - _____
(if applicable)

U.S. Army Corps
Permit No.: _____

Total project cost: \$ _____ (Funding Source(s) and Amount(s): FWC \$ _____ Local \$ _____ Other \$ _____)

Name of Permitted Reef Site: _____

Location Name for This Deployment: _____

Latitude: _____° _____' _____" North
Degrees minutes decimal minutes

Longitude: _____° _____' _____" West
Degrees minutes decimal minutes

GPS Brand: _____ GPS Model number: _____

Geographical Location: _____ at _____ degrees from _____
(nautical miles) (bearing) (reference inlet)

Water Depth: _____ feet (minus) Max. Material Height: _____ feet (equals) Actual Vertical Clearance: _____ feet

TYPE AND AMOUNT OF MATERIAL DEPLOYED AT THE LOCATION DESCRIBED ABOVE:
(ATTACH A PHOTOGRAPH OF THE MATERIAL ON THE BARGE IMMEDIATELY PRIOR TO DEPLOYMENT)

Primary Type of Material: _____ Number of Pieces: _____

Dimensions: _____

Secondary Type of Material: _____ Number of Pieces: _____

Dimensions: _____

How was tonnage calculated?(Check all that apply, attach additional sheets if necessary): Before & after barge draft calculation

Known weight of individual pieces

Trucking receipts

TOTAL TONNAGE FOR THIS DEPLOYMENT: _____

I DO HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Observer's Name: _____
(PLEASE PRINT)

Title: _____
(PLEASE PRINT)

Observer's Signature: _____

Date: _____

Observer's Remarks: _____

I DO HEREBY CERTIFY THAT THE ABOVE INFORMATION COMPLIES WITH THE ABOVE REFERENCED PERMIT CONDITIONS

Permittee's Staff Name: _____
(PLEASE PRINT)

Title: _____
(PLEASE PRINT)

Permittee's Staff Signature: _____

Date: _____

Local Tracking number _____ FWC Tracking number _____ Entered by _____ on _____ date
FWC initials

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2012-03221 (SP-SWA)

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.):

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from the Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date



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

REPLY TO
ATTENTION OF

April 14, 2014

Pensacola Permits Section
SAJ-2012-03222 (SP-SWA)

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

Ladies and Gentlemen:

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

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

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

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

Sincerely,

bu Donald W. Kinard
Chief, Regulatory Division

Enclosures:
Proffered Permit



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

REPLY TO
ATTENTION OF

March 10, 2014

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2012-03222 (SP-SWA)

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

Gentlemen:

The U.S. Army Corps of Engineers (Corps) has completed the review and evaluation of your Department of the Army permit application, number SAJ-2012-03222. Our regulations require that you have an opportunity to review the terms and conditions prior to final signature by the Department of the Army. Enclosed is an unsigned Department of the Army permit instrument (permit).

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

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

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria under 33 CFR Part 331.5, and that it has been received by the District office within 60 days of the date of the RFA. Should you decide to submit an RFA form, it must be received at the letterhead address by **May 9, 2014**.

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

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

SIGN (PAGE 9) AND RETURN THE ENTIRE PERMIT, INCLUDING ALL ATTACHMENTS, TO THE LETTERHEAD ADDRESS

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

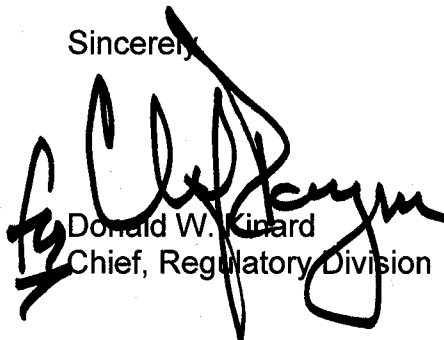
Please note U.S. Coast Guard regulations may require you as permittee to provide information for a Notice to the maritime community regarding your project. You should contact the Coast Guard Sector Mobile Waterways Management Branch (spw), 1500 15th Street, Mobile, AL 36615 or by phone at 251-441-5684 to determine if a Notice is necessary. Also any safety lights, signs and signals prescribed by the U.S. Coast Guard through their regulations or otherwise, must be installed and maintained at your expense as permittee on authorized facilities in navigable waters of the United States. To receive a U.S. Coast Guard Private Aids to Navigation marking determination, you are advised to contact the Eighth Coast Guard District (dpw), 500 Poydras St. Suite 1230, New Orleans, LA 70130, 504-671-2328 or via email to: D8oanPATON@uscg.mil prior to installation/construction of any fixed structures. For general information related to Private Aids to Navigation please visit the Eighth CG District web site at: <http://www.uscg.mil/d8/waterways/PATON.Home.asp>.

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

If you have any questions concerning this application, you may contact Steve Andrews Jr. in writing at the letterhead address, by electronic mail at

stephen.w.andrews@usace.army.mil, or by telephone at 850-439-0707.

Sincerely,



Donald W. Kinard
Chief, Regulatory Division

Enclosures

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Okaloosa County BOCC

File Number: SAJ-2012-03222

Date: 10 March 2014

Attached is:

See Section below

| | | |
|---|--|---|
| X | INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission) | A |
| | PROFFERED PERMIT (Standard Permit or Letter of permission) | B |
| | PERMIT DENIAL | C |
| | APPROVED JURISDICTIONAL DETERMINATION | D |
| | PRELIMINARY JURISDICTIONAL DETERMINATION | E |

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

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

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

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

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

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

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

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

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

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

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

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

Project Manager as noted in letter

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

**for process:
Stuart Santos 904-232-2018**

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

Signature of appellant or agent.

Date:

Telephone number:

DEPARTMENT OF THE ARMY PERMIT

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

Permit No: SAJ-2012-03222 (SP-SWA)

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

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

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

Project Description: The applicant proposes to establish an artificial reef area, which would be referred to as the "Fish Haven #16". It would consist of a ¼ by ¼ mile deployment area, totaling 40 acres, which would provide enhanced habitat and recreational fishing and diving opportunities upon implementation of the project. Additionally, there would be a deployment buffer of 50 feet on each side. Material to be deployed would consist of clean concrete or rock and prefabricated structures that are a mixture of clean concrete and heavy gauge steel. The material to be deployed would have a maximum profile height of no more than 30 feet and would result in a minimum authorized depth of -38 feet at mean lower low water MLLW. The applicant would implement a monitoring plan. The work described above is to be completed in accordance with the three (3) pages of drawings affixed at the end of this permit instrument.

Project Location: The project site is located in the Gulf of Mexico, 14.2 nautical miles southwest of Destin pass, 2.2 nautical miles north of the East-West Safety Fairway and 2.4 nautical miles south of Okaloosa Island off of Okaloosa County, Florida.

Latitude & Longitude:

NE Site Corner: Latitude: 30.3500° North
Longitude: 86.7791° West

NW Site Corner: Latitude: 30.3500° North
Longitude: 86.7833° West

SE Site Corner: Latitude: 30.3630° North

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 2 of 11

Longitude: 86.7041° West
SW Site Corner: Latitude: 30.3464° North
Longitude: 86.7833° West

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **March 10, 2024**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
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Special Conditions:

1. **Reporting Addresses:** The Permittee shall reference this permit number, SAJ-2011-03485 (SP-SWA), on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

(a) U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section
41 North Jefferson Street, Suite 301
Pensacola, Florida 32502

The Permittee shall reference this permit number,
SAJ-2010-03163 (SP-SWA), on all submittals.
Or email at: CESAJ-ComplyDocs@usace.army.mil

(b) National Oceanic and Atmospheric Administration
(NOAA), Marine Chart Division, Office of
Coast Survey, N/CS26, Sta. 7317
1315 East-West Highway
Silver Springs, MD, 20910-3282
Or email at: ocs.ndb@noaa.gov.

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

(d) Florida Fish and Wildlife Conservation Commission
(FWC), Artificial Reef Program,
620 S. Meridian Street, Box 4B2
Tallahassee, FL 32399.
Or email at: artificialreefdeployments@MyFWC.com

2. **Initial Agency Notification:** The Permittee shall provide to the Corps, NOAA and USCG written notification of the planned deployment start date at least two weeks prior to the initial deployment on the authorized artificial reef site.

3. **Protection of Existing Resources:** The Permittee shall not deploy artificial reef materials until an assessment of the bottom conditions have been accomplished by diver, submersible video camera, fathometer, depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection of the deployment area may occur at the time of

deployment, but no more than one year prior to deployment. The Permittee shall maintain a deployment buffer of at least 200 feet from any submerged beds of sea grasses, coral reefs, live bottom, areas supporting growth of sponges, sea fans, soft corals, and other sessile macroinvertebrates generally associated with rock outcrops, oyster reefs, scallop beds, clam beds, or areas where there are unique or unusual concentrations of bottom-dwelling marine organisms. If, during the inspection, evidence is observed of cultural/archaeological resources, such as sunken vessels, ballast, historic refuse piles, or careenage areas the Corps will be notified by the Permittee and the above referenced deployment buffer will be implemented. The Permittee shall maintain a record of the information gained during the inspection such that it can be provided upon request to the Corps.

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

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

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

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
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6. Ownership/Maintenance/Liability: By signing this permit, the Permittee certifies and acknowledges ownership of all artificial reef materials deployed on the reef, accepts responsibility for maintenance of the artificial reef, and possesses the ability to assume liability for all damages that may arise with respect to the artificial reef.

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

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

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

10. Protected Species Guidance: The Permittee shall comply with the attached "*Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting*" guidance for marine turtles and marine mammals.

11. Self-Certification: Within 60 days of completion of the authorized work or at the expiration of the construction authorization of this permit, whichever occurs first, the Permittee shall complete the attached "*Self-Certification Statement of Compliance*" form and submit to the Corps. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.

12. Cultural Resources/Historic Properties:

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

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
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b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Corps. The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. A cultural resources assessment may be required of the permit area, if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO and the Corps.

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

e. In the unlikely event that human remains are encountered on federal or tribal lands, or in situations where Archaeological Resources Protection Act of 1979, or Native American Graves Protection Repatriation Act of 1990 applies, all work in the vicinity shall immediately cease and the Permittee immediately notify the Corps. The Corps shall then notify the appropriate THPO(s) and SHPO. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or appropriate THPO(s), SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the appropriate THPO(s) and the Corps.

Further Information:

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
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1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

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

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

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

2. Limits of this authorization.

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

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

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

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

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

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

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

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

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

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

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

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


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

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

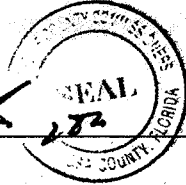
6. **Extensions:** General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give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

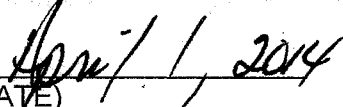
PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 9 of 11

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



(PERMITTEE)






(DATE)

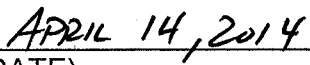


(PERMITTEE NAME-PRINTED)

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



(DISTRICT ENGINEER)
for Alan M. Dodd,
Colonel, U.S. Army
District Commander



(DATE)

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
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When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

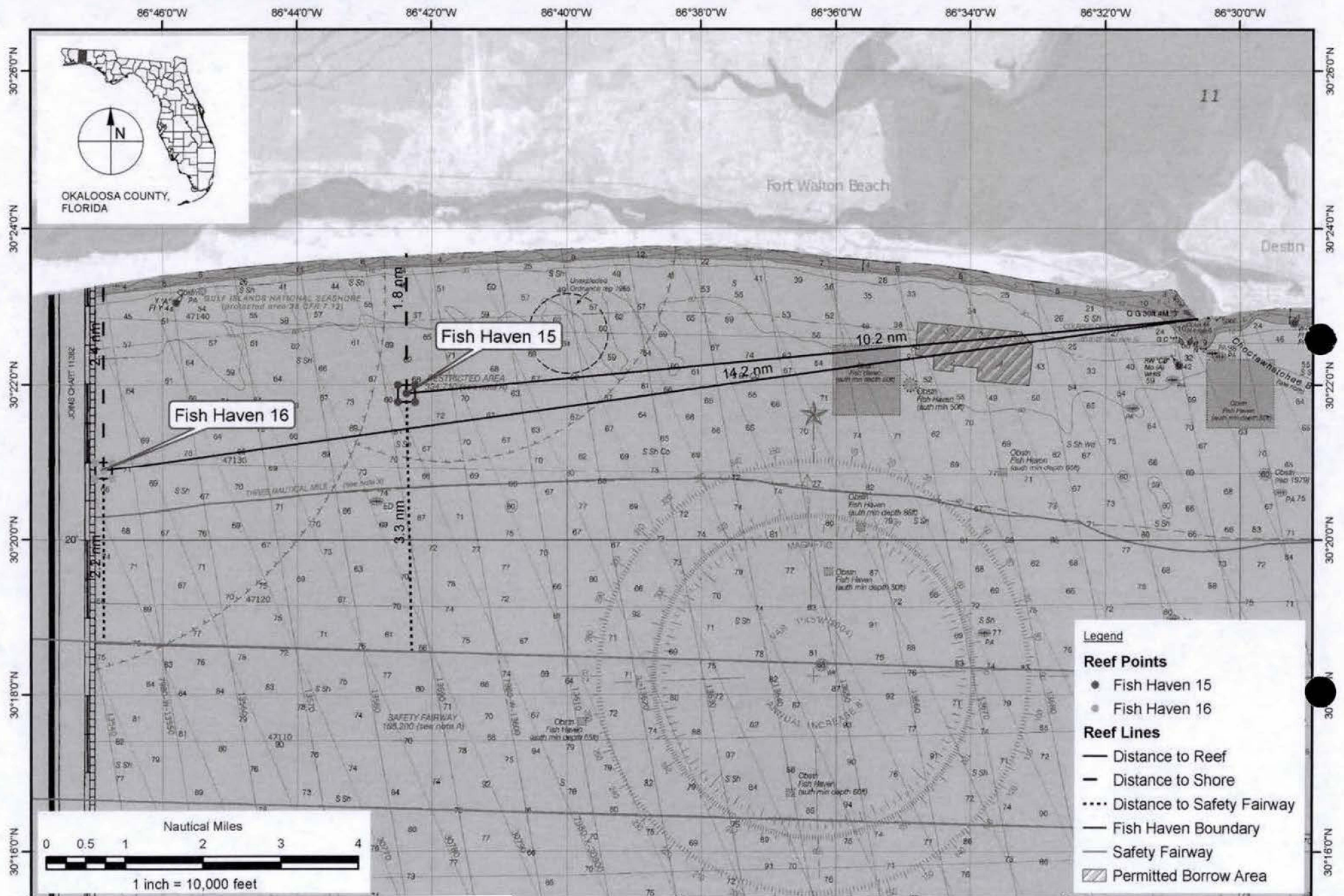
(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2012-03222 (SP-SWA)
PERMITTEE: Okaloosa County Board of County Commissioners
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***Attachments to Department of the Army
Permit Number SAJ-2012-03222***

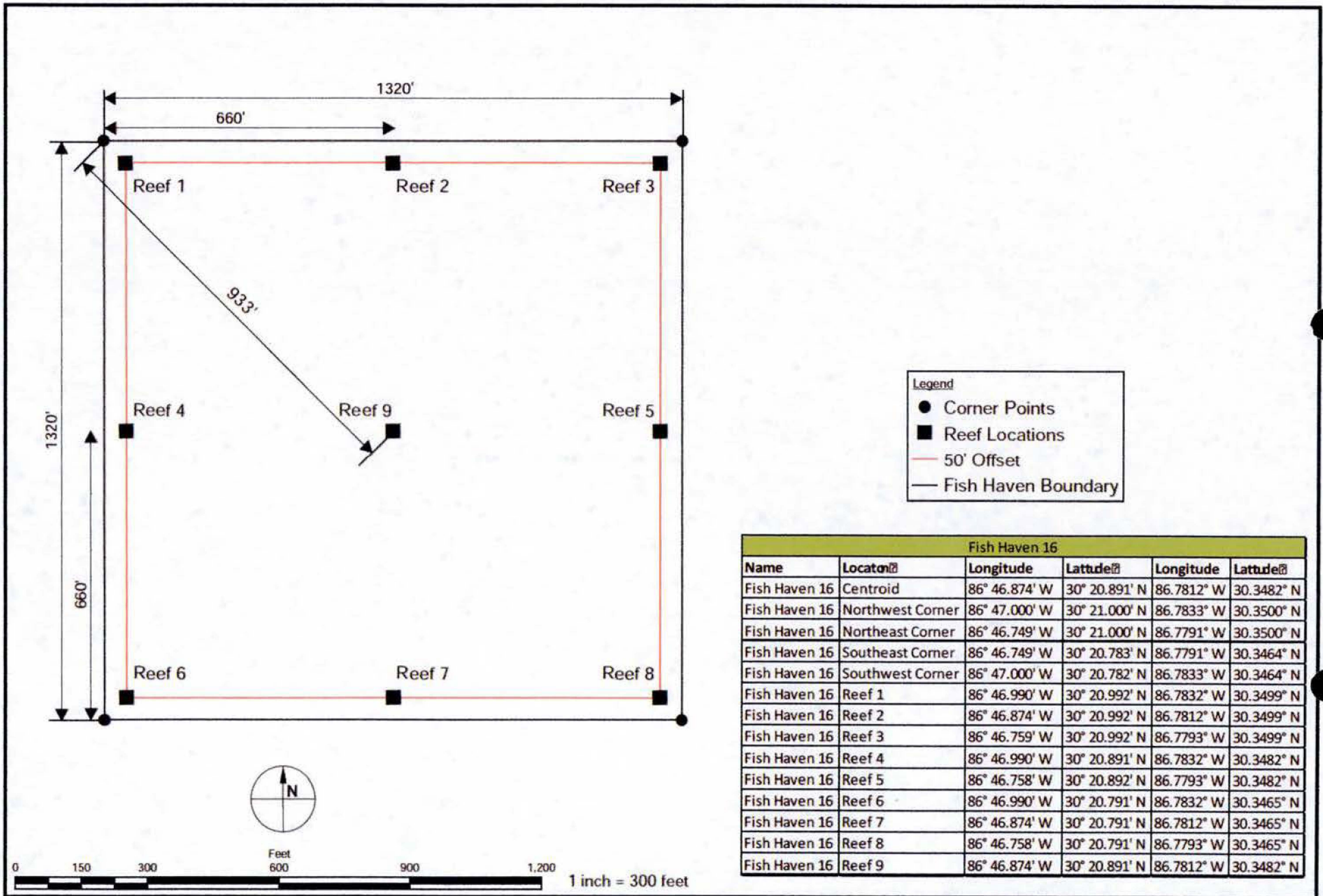
1. PERMIT DRAWINGS: Three (3) pages, dated 24 February 2014.
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 3 of this DA permit. Six (6) pages.
3. SEA TURTLE, SAWFISH AND STURGEON CONDITIONS: One (1) page.
4. MANATEE CONDITIONS: One (1) page.
5. VESSEL STRIKE AVOIDANCE MEASURES: Two (2) pages.
6. FLORIDA ARTIFICIAL REEF MATERIALS CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION FORM:
7. FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION FORM:
8. SELF-CERTIFICATION FORM: One (1) page.



Applicant: Okaloosa County BOCC
 File: 2012-03222 (SP-SWA)
 Date: 24 February 2014
 Page 1 of 3

FIGURE 1
 FISH HAVEN 15 & 16
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------|----------------------------------|
| PROJECT | C2012-052 | SEAL |
| DRAWN BY | PL | |
| SHEET | 1 of 3 | |
| DATE | OCT 2012 | MATTHEW E. TRAMMELL P.E. # 69244 |
| | | DATE |



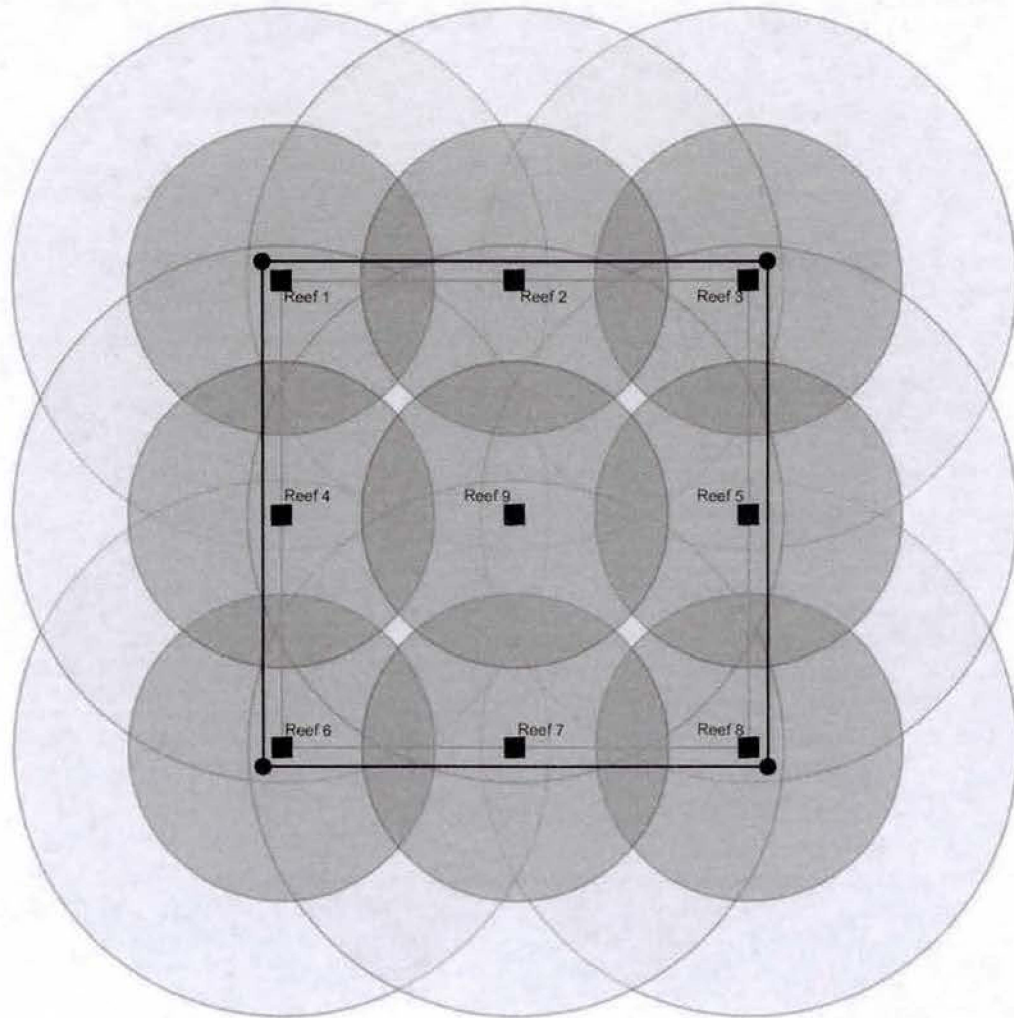
| Legend | |
|-----------|---------------------|
| ● | Corner Points |
| ■ | Reef Locations |
| — (red) | 50' Offset |
| — (black) | Fish Haven Boundary |

| Fish Haven 16 | | | | | |
|---------------|------------------|---------------|---------------|------------|------------|
| Name | Location | Longitude | Latitude | Longitude | Latitude |
| Fish Haven 16 | Centroid | 86° 46.874' W | 30° 20.891' N | 86.7812° W | 30.3482° N |
| Fish Haven 16 | Northwest Corner | 86° 47.000' W | 30° 21.000' N | 86.7833° W | 30.3500° N |
| Fish Haven 16 | Northeast Corner | 86° 46.749' W | 30° 21.000' N | 86.7791° W | 30.3500° N |
| Fish Haven 16 | Southeast Corner | 86° 46.749' W | 30° 20.783' N | 86.7791° W | 30.3464° N |
| Fish Haven 16 | Southwest Corner | 86° 47.000' W | 30° 20.782' N | 86.7833° W | 30.3464° N |
| Fish Haven 16 | Reef 1 | 86° 46.990' W | 30° 20.992' N | 86.7832° W | 30.3499° N |
| Fish Haven 16 | Reef 2 | 86° 46.874' W | 30° 20.992' N | 86.7812° W | 30.3499° N |
| Fish Haven 16 | Reef 3 | 86° 46.759' W | 30° 20.992' N | 86.7793° W | 30.3499° N |
| Fish Haven 16 | Reef 4 | 86° 46.990' W | 30° 20.891' N | 86.7832° W | 30.3482° N |
| Fish Haven 16 | Reef 5 | 86° 46.758' W | 30° 20.892' N | 86.7793° W | 30.3482° N |
| Fish Haven 16 | Reef 6 | 86° 46.990' W | 30° 20.791' N | 86.7832° W | 30.3465° N |
| Fish Haven 16 | Reef 7 | 86° 46.874' W | 30° 20.791' N | 86.7812° W | 30.3465° N |
| Fish Haven 16 | Reef 8 | 86° 46.758' W | 30° 20.791' N | 86.7793° W | 30.3465° N |
| Fish Haven 16 | Reef 9 | 86° 46.874' W | 30° 20.891' N | 86.7812° W | 30.3482° N |

Applicant: Okaloosa County BOCC
 File: 2012-03222 (SP-SWA)
 Date: 24 February 2014
 Page 2 of 3

FIGURE 3
 FISH HAVEN 16
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

| | | | |
|----------|-----------|-------|---------------------|
| PROJECT | C2012-052 | SCALE | |
| DRAWN BY | PL | | |
| SHEET | 3 of 4 | | |
| DATE | OCT 2012 | DATE | Matthew A. Townsend |



| Legend | |
|--------|---------------------|
| ● | Corner Points |
| ■ | Reef Locations |
| — | 50' Offset |
| — | Fish Haven Boundary |

Foraging pressure is greater in the darker shaded areas. Foraging characteristics on the perimeter represent an infinite foraging prospect. The two circles around each reef location represent a 400' and 700' foraging radius, characteristic of target species such as red snapper and gag grouper.

Applicant: Okaloosa County BOCC
 File: 2012-03222 (SP-SWA)
 Date: 24 February 2014
 Page 3 of 3

FIGURE 3
 TYPICAL FORAGING PRESSURE
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------|-----------------------------------|
| PROJECT | C2012-052 | SEAL |
| DRAWN BY | PL | |
| SHEET | 3 of 3 | |
| DATE | NOV 2012 | MATTHEW E. TRAMMELL P. E. # 88244 |
| | | DATE |



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
160 W GOVERNMENT STREET, SUITE 308
PENSACOLA, FLORIDA 32502-5794

RICK SCOTT
GOVERNOR

JENNIFER CARROLL
I.T. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

January 25, 2013

Okaloosa County Board of County Commissioners
1804 Lewis Turner Blvd, Suite 100
Fort Walton Beach, FL 32547

Okaloosa County Fish Haven 16
File Number: 46-0315102-001-EG, Okaloosa County

Dear Okaloosa County Board of County Commissioners:

This is to acknowledge receipt of your Notice, (File No. 46-0315102-001-EG), received on November 13, 2012, of Intent to use the Noticed General Permit for the construction of an artificial reef, pursuant to Rule 62-346, and 62-330.600, Florida Administrative Code (F.A.C.). The project is located approximately 1.8 nautical miles south of Okaloosa Island, Latitude 30.3482° N/Longitude 86.7812° W, in the Gulf of Mexico south of Okaloosa County. Based on the forms, drawings, and documents submitted with your application and attached to this letter, it appears that the project meets the requirements for the general permit listed above.

Any activities performed under a Noticed General Permit are subject to general conditions required in Rule 62-330.405, F.A.C. (enclosed), and the specific conditions of Rule 62-330.600(enclosed). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the Noticed General Permit must be completed within five years from the date the Notice to use the Noticed General Permit was received by the Department. Also note that **the construction phase cannot be extended**, per section 6.1.2.1, Volume I of the Applicant's Handbooks.

Please note: This letter confirms that your proposed project qualifies for the Noticed General Permit identified herein, but does not constitute the Department's determination of the wetland boundary depicted in the attached drawings of the property.

Authorization to use sovereignty submerged lands – Required

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under chapters 253 and 258 of the Florida Statutes, and Chapter 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a Letter of Consent under rule 18-21.005(1)(c)(9), F.A.C. and section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this.

Be advised that your neighbors and other parties who may be substantially affected by the proposed activity allowed under this determination of approval of the Noticed General Permit have a right to request an administrative hearing on the Department's decision that the proposed activity qualifies for this general permit. If an administrative hearing is timely requested by a substantially affected person, the finding that the proposed activity qualifies for this general permit must be reconsidered, and it is possible that the hearing could result in a determination that the proposed activity does not qualify for the general permit. Under Rule 28-106.111 of the Florida Administrative Code, a request for such an administrative hearing must be filed with the Department's Clerk in the Office of General Counsel within 14 days of publication of notice in a newspaper of general circulation in the county where the activity is to take place.

The Department will not publish notice of this determination. *Publication of this notice by you is optional and not required for you to proceed.* However, in the event that an administrative hearing is held and the Department's determination is reversed, proceeding with the proposed activity before the time period for requesting an administrative hearing has expired would mean that the activity was conducted without the required permits.

If you wish to limit the time within which all substantially affected persons may request an administrative hearing, you may elect to publish the notice of rights of substantially affected persons, at your own expense one time only in the legal advertisement section of a newspaper of general circulation in the county where the activity is to take place. If you wish to limit the time within which any specific person(s) may request an administrative hearing, you may provide such person(s), by certified mail, a copy of this determination.

For the purposes of publication, a newspaper of general circulation means a newspaper meeting the requirements of Sections 50.011 and 50.031 of the Florida Statutes. In the event you do publish this notice, within seven days of publication, you must provide to the following address a certification or affidavit of publication issued by the newspaper. If you provide direct written notice to any person as noted above, you must provide to the following address a copy of the direct written notice: Department of Environmental Protection, at 160 W. Government Street, Pensacola, Florida 32501-5740.

NOTICE OF RIGHTS OF SUBSTANTIALLY AFFECTED PERSONS

Use of the Noticed General Permit authorized by Rule 62-330.600, F.A.C. is hereby granted. This determination is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this determination.

Petition for Administrative Hearing

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

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

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

Time Period for Filing a Petition

In accordance with Subsection 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any

Noticed General Permit Qualification

Project Name: Okaloosa County Fish Haven 16

Permittee: Okaloosa County Board of County Commissioners

File Number: 46-0315102-001-EG

Page 3 of 6

persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

Judicial Review

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

A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency.

If you have any questions, please contact Heather Mason at the letterhead address above, by phone at (850) 595-0608, or by e-mail at Heather.Mason@dep.state.fl.us. When referring to this project, please use the file number listed above.

Executed in Escambia County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Elizabeth Mullins Orr
Program Administrator
Submerged Lands & Environmental
Resource Program

Enclosures: Drawings (7 pages)
Rule 62-330.405, F.A.C., General Conditions (2 pages)
Rule 62-330.600, F.A.C., NGP for the Construction of Artificial Reefs (1 page)

c: U.S. Army Corps of Engineers
Scott Henson, Agent
Jon Dodrill, FWC

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit, including all copies,
was mailed or emailed before the close of business on
January 25, 2013 to the above listed persons.

FILING AND ACKNOWLEDGMENT

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

Clerk

Date

Branchy Bass

1/25/2013



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com



Vessel Strike Avoidance Measures and Reporting for Mariners NOAA Fisheries Service, Southeast Region

Background

The National Marine Fisheries Service (NMFS) has determined that collisions with vessels can injure or kill protected species (e.g., endangered and threatened species, and marine mammals). The following standard measures should be implemented to reduce the risk associated with vessel strikes or disturbance of these protected species to discountable levels. NMFS should be contacted to identify any additional conservation and recovery issues of concern, and to assist in the development of measures that may be necessary.

Protected Species Identification Training

Vessel crews should use an Atlantic and Gulf of Mexico reference guide that helps identify protected species that might be encountered in U.S. waters of the Atlantic Ocean, including the Caribbean Sea, and Gulf of Mexico. Additional training should be provided regarding information and resources available regarding federal laws and regulations for protected species, ship strike information, critical habitat, migratory routes and seasonal abundance, and recent sightings of protected species.

Vessel Strike Avoidance

In order to avoid causing injury or death to marine mammals and sea turtles the following measures should be taken when consistent with safe navigation:

1. Vessel operators and crews should maintain a vigilant watch for marine mammals and sea turtles to avoid striking sighted protected species.
2. When whales are sighted, maintain a distance of 100 yards or greater between the whale and the vessel.
3. When sea turtles or small cetaceans are sighted, attempt to maintain a distance of 50 yards or greater between the animal and the vessel whenever possible.
4. When small cetaceans are sighted while a vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until the cetacean has left the area.
5. Reduce vessel speed to 10 knots or less when mother/calf pairs, groups, or large assemblages of cetaceans are observed near an underway vessel, when safety permits. A single cetacean at the surface may indicate the presence of submerged animals in the vicinity; therefore, prudent precautionary measures should always be exercised. The vessel should attempt to route around the animals, maintaining a minimum distance of 100 yards whenever possible.

6. Whales may surface in unpredictable locations or approach slowly moving vessels. When an animal is sighted in the vessel's path or in close proximity to a moving vessel and when safety permits, reduce speed and shift the engine to neutral. Do not engage the engines until the animals are clear of the area.

Additional Requirements for the North Atlantic Right Whale

1. If a sighted whale is believed to be a North Atlantic right whale, federal regulation requires a minimum distance of 500 yards be maintained from the animal (50 CFR 224.103 (c)).
2. Vessels entering North Atlantic right whale critical habitat are required to report into the Mandatory Ship Reporting System.
3. Mariners should check with various communication media for general information regarding avoiding ship strikes and specific information regarding North Atlantic right whale sighting locations. These include NOAA weather radio, U.S. Coast Guard NAVTEX broadcasts, and Notices to Mariners. Commercial mariners calling on United States ports should view the most recent version of the NOAA/USCG produced training CD entitled "A Prudent Mariner's Guide to Right Whale Protection" (contact the NMFS Southeast Region, Protected Resources Division for more information regarding the CD).
4. Injured, dead, or entangled right whales should be immediately reported to the U.S. Coast Guard via VHF Channel 16.

Injured or Dead Protected Species Reporting

Vessel crews should report sightings of any injured or dead protected species immediately, regardless of whether the injury or death is caused by your vessel.

Report marine mammals to the Southeast U.S. Stranding Hotline: 877-433-8299

Report sea turtles to the NMFS Southeast Regional Office: 727-824-5312

If the injury or death of a marine mammal was caused by a collision with your vessel, responsible parties should remain available to assist the respective salvage and stranding network as needed. NMFS' Southeast Regional Office should be immediately notified of the strike by email (takereport.nmfs@noaa.gov) using the attached vessel strike reporting form.

For additional information, please contact the Protected Resources Division at:

NOAA Fisheries Service
Southeast Regional Office

263 13th Avenue South
St. Petersburg, FL 33701

Tel: (727) 824-5312

Visit us on the web at <http://sero.nmfs.noaa.gov>

EXPLANATION SHEET FOR THE ARTIFICIAL REEF MATERIALS CARGO MANIFEST FORM

The attached artificial reef cargo manifest has been developed in compliance with subsection 379.249(6)(b), Florida Statutes, which states that:

"It is unlawful for any person to: store, possess or transport on or across state waters any materials reasonably suited for artificial reef construction and stored in such a manner providing ready access for use and placement as an artificial reef, unless a valid cargo manifest issued by the commission or a commission-certified inspector is onboard the transporting vessel. The manifest will serve as authorization to use a valid permitted site or land-based staging area, which will validate that the type of artificial reef construction material being transported is permissible for use at the permitted site, and will describe and quantify the artificial reef material being transported. The manifest will also include the latitude and longitude coordinates of the proposed deployment location, the valid permit number, and the copy off the permit conditions for the permitted site. The manifest must be available for inspection by any authorized law enforcement officer or commission employee."

This requirement for a cargo manifest became part of the statutory revision of the artificial reef program statute Section 379.249 Florida Statutes (F.S.), modified during the 2000 State of Florida Legislature. The statutory language allows a "commission certified inspector" to complete and approve the artificial reef materials cargo manifest. Therefore, we are providing the attached cargo manifest form to all local coastal government artificial reef coordinators and eligible non-profit corporations who may physically construct artificial reefs with the approval of the permit holders.

INSTRUCTIONS

A separate cargo manifest form is to be completed for each load to be transported offshore (i.e., one manifest per voyage). The manifest is to list all, and only, the reef materials onboard.

The top of the form is to be filled out by the reef builder with his/her contact information and the information about the proposed reef materials to be deployed written into the boxes. If several materials are identical but have different tag numbers, please write "SAME" in the box for the other materials. Also put "SAME" under additional coordinates if all materials are going to the same deployment site.

The shaded portion of the form at the bottom is to be filled out by the materials inspector. The cargo manifest must be completed by an entity representing the holder of the applicable artificial reef permit to assure that all materials meet the requirements of the permit.

Completion of the artificial reef materials cargo manifest is required for all construction activities.

The requirement to complete this document is not intended to be an undue burden on entities wishing to legally construct artificial reefs within permitted sites, but is a tool to assist law enforcement personnel in preventing the illegal construction of artificial reefs without the knowledge of the permit holder or in areas outside of legally permitted sites. It is intended to allow law enforcement staff to determine whether or not a load of materials is legal under the permit conditions. Without a properly completed Cargo Manifest Form on board, reef builders will be returned to port pursuant to Chapter 379.249 (6) (b). It is not necessary to send a copy of the Cargo Manifest Form to the FWC artificial reef section in Tallahassee. Documentation of the reef building activity should be maintained by the entity issuing the manifest in the event of any FWC inquiries.

Reminder: the placement of all public artificial reefs in state or adjacent federal waters requires the submittal of a Materials Placement Report to the FWC artificial reef program within 30 days of public reef deployment in accordance with s. 379.249 F.S.



FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION



US Army Corps
of Engineers

To Be Completed For Each Deployment Location or Date of Deployment

County or Municipality: _____

Date of Placement: _____

Grant No. FWC - _____
(if applicable)

U.S. Army Corps Permit No.: _____

Total project cost: \$ _____ (Funding Source(s) and Amount(s): FWC \$ _____ Local \$ _____ Other \$ _____)

Name of Permitted Reef Site: _____

Location Name for This Deployment: _____

Latitude: _____ ° _____ ' North
Degrees minutes decimal minutes

Longitude: _____ ° _____ ' West
Degrees minutes decimal minutes

GPS Brand: _____ GPS Model number: _____

Geographical Location: _____ at _____ degrees from _____
(nautical miles) (bearing) (reference inlet)

Water Depth: _____ feet (minus) Max. Material Height: _____ feet (equals) Actual Vertical Clearance: _____ feet

TYPE AND AMOUNT OF MATERIAL DEPLOYED AT THE LOCATION DESCRIBED ABOVE:
(ATTACH A PHOTOGRAPH OF THE MATERIAL ON THE BARGE IMMEDIATELY PRIOR TO DEPLOYMENT)

Primary Type of Material: _____ Number of Pieces: _____

Dimensions: _____

Secondary Type of Material: _____ Number of Pieces: _____

Dimensions: _____

How was tonnage calculated?(Check all that apply, attach additional sheets if necessary): Before & after barge draft calculation

Known weight of individual pieces

Trucking receipts

TOTAL TONNAGE FOR THIS DEPLOYMENT: _____

I DO HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Observer's Name: _____
(PLEASE PRINT)

Title: _____
(PLEASE PRINT)

Observer's Signature: _____

Date: _____

Observer's Remarks: _____

I DO HEREBY CERTIFY THAT THE ABOVE INFORMATION COMPLIES WITH THE ABOVE REFERENCED PERMIT CONDITIONS

Permittee's Staff Name: _____
(PLEASE PRINT)

Title: _____
(PLEASE PRINT)

Permittee's Staff Signature: _____

Date: _____

Local Tracking number _____ FWC Tracking number _____ Entered by _____ on _____ date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2012-03222 (SP-SWA)

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.):

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from the Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date



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

REPLY TO
ATTENTION OF

October 3, 2017

Pensacola Permits Section
SAJ-2014-00103 (SP-SWA)

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

Dear Applicant:

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

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

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Steve Anderson Jr.".

For Donald W. Kinard
Chief, Regulatory Division

Enclosures

DEPARTMENT OF THE ARMY PERMIT

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

Permit No: SAJ-2014-00103 (SP-SWA)

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

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

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

Project Description: The project is to establish three ¼-statute mile square (40 acres) artificial reef deployment areas which would be referred to as "Fish Havens 17, 18, and 19". Material to be deployed would consist of clean concrete or rock, heavy gauge steel products (¼-inch thickness or greater), and prefabricated structures that are a mixture of clean concrete and heavy gauge steel. Additionally, there would be a deployment buffer of 25 feet on each side. The material to be deployed would have a maximum profile height of no more than 25 feet and would result in a minimum authorized depth of -43 feet at mean lower low water MLLW within Fish Haven 17, -38 feet at MLLW within Fish Haven 18 and -31 feet at MLLW within Fish Haven 19.

Project Location: The proposed reef sites would be located in the Gulf of Mexico, between 1.2 and 3.4 nautical miles offshore and between 1.2 and 4.0 nautical miles north of the Safety Fairway, off of Okaloosa County, Florida.

Approximate Coordinates:

| Fish Haven 17 | Latitude | Longitude |
|----------------------|-----------------|------------------|
| Centroid | 30.3316° | -86.7812° |
| Northeast Corner | 30.3334° | -86.7792° |
| Northwest Corner | 30.3334° | -86.7833° |
| Southeast Corner | 30.3298° | -86.7792° |
| Southwest Corner | 30.3298° | -86.7833° |

| Fish Haven 18 | Latitude | Longitude |
|----------------------|-----------------|------------------|
| Centroid | 30.3648° | -86.7312° |
| Northeast Corner | 30.3667° | -86.7291° |
| Northwest Corner | 30.3667° | -86.7333° |
| Southeast Corner | 30.3630° | -86.7291° |
| Southwest Corner | 30.3630° | -86.7333° |

| Fish Haven 19 | Latitude | Longitude |
|----------------------|-----------------|------------------|
| Centroid | 30.3732° | -86.5976° |
| Northeast Corner | 30.3750° | -86.5958° |
| Northwest Corner | 30.3750° | -86.6000° |
| Southeast Corner | 30.3714° | -86.5958° |
| Southwest Corner | 30.3714° | -86.6000° |

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **June 7, 2027**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

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

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

Special Conditions:

1. **Reporting Addresses:** The Permittee shall reference this permit number, SAJ-2014-00103, on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

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

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

- b. National Oceanic and Atmospheric Administration
Marine Chart Division
Office of Coast Survey, N/CS26, Sta. 7317
1315 East-West Highway
Silver Springs, MD 20910-3282

or email at ocs.ndb@noaa.gov

- c. Commander, U.S. Coast Guard (USCG)
8th Coast Guard District
Hale Boggs Federal Building
500 Poydras Street
New Orleans, LA 70130
- d. Florida Fish and Wildlife Conservation Commission
Artificial Reef Program
620 S. Meridian Street, Box 4B2
Tallahassee, Florida 32399

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Or email at artificialreefdeployments@MyFWC.com

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

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

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

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

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

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

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

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

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

10. Authorized Reef Materials: The Permittee shall deploy only the following authorized reef materials: clean concrete or rock, heavy gauge steel products ($\frac{1}{4}$ -inch thickness or greater), and prefabricated structures that are a mixture of clean concrete and heavy gauge steel.

11. Reef structures, materials, and installation methods shall be designed and deployed to prevent entanglement and entrapment of listed species. The use of open-bottom structures is not authorized unless the structure has at least a 3-ft opening at the top of the structure for turtles to escape.

12. Reef Parameters: The Permittee shall deploy all reef materials within the buffer boundary as defined on attached permit drawings. A minimum clearance of -43 feet at MLLW within Fish Haven 17, -38 feet at MLLW within Fish Haven 18 and -31 feet at MLLW within Fish Haven 19 shall be maintained.

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

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

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

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

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

17. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the

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Permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

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

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

20. Monitoring: As part of the yearly monitoring program the Permittee will conduct a fathometer scan once per year of each deployment within Fish Havens 17-19 deployment sites to verify material location and condition and compare to such information from previous monitoring events to distinguish changes in either. The monitoring report should include a spreadsheet representation of the site inspected and data gained with a written narrative and submitted in accordance with Special Condition 1.

21. Cultural Resources/Historic Properties:

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

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

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in

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accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

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

Further Information:

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

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

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

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

2. Limits of this authorization.

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

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

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

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

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

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

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

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

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

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

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

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

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

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

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certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

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

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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



(PERMITTEE)




9/7/17

(DATE)

Carolyn N. Ketchel, Chairman
Okaloosa County Board of County Commissioners

(PERMITTEE NAME-PRINTED)

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



(DISTRICT ENGINEER)

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

3 October 2017

(DATE)

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

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

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***Attachments to Department of the Army
Permit Number SAJ-2014-00103***

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



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

REPLY TO
ATTENTION OF

October 3, 2017

Pensacola Permits Section
SAJ-2014-00103 (SP-SWA)

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

Dear Applicant:

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

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

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Steve Anderson Jr.".

For Donald W. Kinard
Chief, Regulatory Division

Enclosures

DEPARTMENT OF THE ARMY PERMIT

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

Permit No: SAJ-2014-00103 (SP-SWA)

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

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

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

Project Description: The project is to establish three ¼-statute mile square (40 acres) artificial reef deployment areas which would be referred to as "Fish Havens 17, 18, and 19". Material to be deployed would consist of clean concrete or rock, heavy gauge steel products (¼-inch thickness or greater), and prefabricated structures that are a mixture of clean concrete and heavy gauge steel. Additionally, there would be a deployment buffer of 25 feet on each side. The material to be deployed would have a maximum profile height of no more than 25 feet and would result in a minimum authorized depth of -43 feet at mean lower low water MLLW within Fish Haven 17, -38 feet at MLLW within Fish Haven 18 and -31 feet at MLLW within Fish Haven 19.

Project Location: The proposed reef sites would be located in the Gulf of Mexico, between 1.2 and 3.4 nautical miles offshore and between 1.2 and 4.0 nautical miles north of the Safety Fairway, off of Okaloosa County, Florida.

Approximate Coordinates:

| Fish Haven 17 | Latitude | Longitude |
|----------------------|-----------------|------------------|
| Centroid | 30.3316° | -86.7812° |
| Northeast Corner | 30.3334° | -86.7792° |
| Northwest Corner | 30.3334° | -86.7833° |
| Southeast Corner | 30.3298° | -86.7792° |
| Southwest Corner | 30.3298° | -86.7833° |

| Fish Haven 18 | Latitude | Longitude |
|----------------------|-----------------|------------------|
| Centroid | 30.3648° | -86.7312° |
| Northeast Corner | 30.3667° | -86.7291° |
| Northwest Corner | 30.3667° | -86.7333° |
| Southeast Corner | 30.3630° | -86.7291° |
| Southwest Corner | 30.3630° | -86.7333° |

| Fish Haven 19 | Latitude | Longitude |
|----------------------|-----------------|------------------|
| Centroid | 30.3732° | -86.5976° |
| Northeast Corner | 30.3750° | -86.5958° |
| Northwest Corner | 30.3750° | -86.6000° |
| Southeast Corner | 30.3714° | -86.5958° |
| Southwest Corner | 30.3714° | -86.6000° |

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **June 7, 2027**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

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

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Special Conditions:

1. **Reporting Addresses:** The Permittee shall reference this permit number, SAJ-2014-00103, on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

- a. U.S. Army Corps of Engineers
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or by email at CESAJ-ComplyDocs@usace.army.mil

- b. National Oceanic and Atmospheric Administration
Marine Chart Division
Office of Coast Survey, N/CS26, Sta. 7317
1315 East-West Highway
Silver Springs, MD 20910-3282

or email at ocs.ndb@noaa.gov

- c. Commander, U.S. Coast Guard (USCG)
8th Coast Guard District
Hale Boggs Federal Building
500 Poydras Street
New Orleans, LA 70130
- d. Florida Fish and Wildlife Conservation Commission
Artificial Reef Program
620 S. Meridian Street, Box 4B2
Tallahassee, Florida 32399

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Or email at artificialreefdeployments@MyFWC.com

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the

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Permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

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

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

20. Monitoring: As part of the yearly monitoring program the Permittee will conduct a fathometer scan once per year of each deployment within Fish Havens 17-19 deployment sites to verify material location and condition and compare to such information from previous monitoring events to distinguish changes in either. The monitoring report should include a spreadsheet representation of the site inspected and data gained with a written narrative and submitted in accordance with Special Condition 1.

21. Cultural Resources/Historic Properties:

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

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

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in

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accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

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

Further Information:

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

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

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

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

2. Limits of this authorization.

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

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

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

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

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

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

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

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

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

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

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

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

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

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

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certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.


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

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PERMITTEE: Okaloosa BOCC
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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



(PERMITTEE)




9/7/17

(DATE)

Carolyn N. Ketchel, Chairman
Okaloosa County Board of County Commissioners

(PERMITTEE NAME-PRINTED)

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



(DISTRICT ENGINEER)

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

3 October 2017

(DATE)

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

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

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***Attachments to Department of the Army
Permit Number SAJ-2014-00103***

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

APPENDIX B
BOTTOM SURVEY REPORT

SKC, LLC
96 YACHT CLUB DR. #4
FORT WALTON BEACH, FL. 32548
850.225.1478

February. 29th, 2012

Scott R. Henson
Artificial Reef Program Manager
Okaloosa County
1759 South Ferdon Blvd.
Crestview Florida 32536

Fish Haven 13 and Fish Haven 14 Site Surveys

On Feb. 28th, 2012, underwater surveys for the two proposed artificial reef sites, Fish Haven 13 and Fish Haven 14, were conducted. The survey was requested by Mr. Scott Henson, Okaloosa County Artificial Reef Program Manager, to support the County permit applications for the subject sites. The vessel utilized by the dive crew was the *Intrepid One*. Visibility was estimated to be 60 feet on both sites. No current on the bottom was noted and water temperature. was 62 degrees.

The survey methodology employed at both sites was identical and consisted of the following activities:

- Buoys were deployed at the center coordinates provided by the County for each of the two sites as follows:
 - 30° 21.391' N / 86° 32.876' W– Fish Haven #13 Centroid
 - 30° 21.141' N/ 86° 36.874' W – Fish Haven #14 Centroid
- Two divers using Self contained Breathing Apparatus (SCUBA) descended to the bottom - one of the divers using an underwater scooter while the other diver carried the underwater video.
- The diver with the camera swam a circular grid pattern beginning at the buoy anchor out to approximately 100'. The diver with the scooter proceeded swam a random pattern to a distance of approximately 300'.
- The diver on the scooter stopped randomly to compare the sediment for inconsistencies with sediment characteristics observed at the centerpoint.
- Survey grid transects were completed in each of the four cardinal directions, elevated off the bottom approximately 10'.

Fish Haven #13

Observations of the substrate were unremarkable when compared to the sand formation characteristic of the seafloor in waters offshore from Northwest Florida counties. No samples were collected for verification but the sandy formation appears ideal habitat for micro-algae and bacteria documented to thrive in this environment. No attached sessile organisms or limestone formations (hardbottom) were observed at this site during the survey. The water depth varied from 69-72 feet.

The following motile organisms were observed:

Sand dollars (*Clypeater subdepressus*)

Gray sandstar (*Luidia clathrata*)

Fish Haven #14

Observations of the substrate were unremarkable when compared to the sand formation characteristic of the seafloor in waters offshore from Northwest Florida counties. No samples were collected for verification but the sandy formation appears ideal habitat for micro-algae and bacteria documented to thrive in this environment. No attached sessile organisms or limestone formations were observed. The water depth varied from 74-76 feet.

The following organisms were observed:

Sand dollars (*Clypeater subdepressus*)

Gray sandstar (*Luidia clathrata*)

Pearly razorfish (*Xyrichtys novacula*)

Fathometer Survey

An additional fathometer survey was conducted across both sites. No anomalies were indicated within the perimeter of either site. There were no anomalies indicating the potential for hard bottom.

The sites, Fish Haven 13 and Fish Haven 14, proposed for the two artificial reef permits are located within State waters off the northwestern coast of Florida. It is well documented that this region has the lowest concentration of naturally occurring hard bottom habitat in the state. There were no features observed during either the bottom surveys or the fathometer surveys that indicated the presence of natural or man-made structures. Marine organisms observed are common inhabitants of the benthic profile for the region. Historical placement of material on this substrate within the vicinity of Fish Haven 13 and Fish Haven 14, has shown that a wide variety of marine species will propagate rapidly with the introduction of habitat including species of commercial and recreational importance.

Mark Christy

Mchristy47@gmail.com

850.225.1478

SKC, LLC

96 YACHT CLUB DR. #4

FORT WALTON BEACH, FL. 32548

850.225.1478

Jan. 21st, 2013

Scott R. Henson
Environmental Regulatory Manager
Artificial Reef Program Manager
Mosquito Control Interim Director
Okaloosa County
1759 South Ferdon Blvd.
Crestview Florida 32536

Method: D/V Intrepid 1, Garmin 42132

Conditions: Seas calm, winds out of the SW at about 3mph. Visibility was about 70' water temp. 65. Air temp. in the upper 60's.

Chronology: On Jan. 21st 2013, underwater surveys for the two proposed artificial reef sites were conducted. The survey methodology employed at both sites was identical and consisted of the following procedures:

The buoy was deployed at the center of the coordinate for each of the two sites
30 21.891 / 86 42.374 – Fish Haven #15
30 20.891 / 86 46.874 – Fish Haven #16

Two divers using SCUBA descended to the bottom and worked a pattern (starfish) out and back, approximately 70' on each leg. Randomly a fiberglass probe was inserted into the sand to check for any hard substrate.

Fish Haven #15

No attached sessile organisms nor limestone formations (hardbottom) were observed at this site during the bottom survey. The water depth was approximately 70'.

The following motile organisms were observed:

Hundreds of sand dollars (*Clypeaster subdepressus*)

Many pearly razorfish (*Xyrichtys novacula*)

Many beaded sea stars (*Astropecten articulatus*)

Fish Haven #16

The results were the same, no attached sessile organisms nor limestone formations. The water depth was approximately 68'. The same motile organisms were noted on this dive.

An additional fathometer survey was conducted on both sites. No noticeable variations were observed on either site, determining that no hard bottom was present. It is in my opinion that these two sites are suitable for the deployment of artificial reef material.

Mark Christy

Mchristy47@gmail.com

850.225.1478

Okaloosa County Artificial Reef Bottom Investigations Fish Haven #17, #18, and #19

Overview

Okaloosa County has a limited number of artificial reefs in the waters offshore of its shoreline. The County now plans to expand its reef program with three ¼-nautical mile square artificial reef areas (Fish Havens). These reefs will receive materials from public agencies only.

The proposed Okaloosa County Fish Haven 17 (FH17), Fish Haven 18 (FH18), and Fish Haven 19 (FH19) sites comprise three ¼-nautical mile (1,519 ft x 1,519 ft) areas located approximately 3.4, 1.7, and 1.2 nautical miles offshore of Okaloosa County in the state waters of the Gulf of Mexico (Figures 1 – 4). The County intends to construct up to nine separate artificial reefs in each Fish Haven area in depths ranging from about 60 – 75 ft below mean lower low water (MLLW). Figures 2 – 4 provide location information for the proposed fish havens and the individual reef sites.

Permit Requirements

Okaloosa County is currently seeking authorization for the proposed FH17, FH18, and FH19 artificial reef sites through the Florida Department of Environmental Protection (FDEP) Submerged Lands and Environmental Resources Program (SLERP). Section 62-330.600 of the Florida Administrative Code (FAC) provides authorization for the proposed activity through a noticed general permit. The County demonstrates that the proposed project meets the requirements of 62-330.600 FAC in the attached permit application package. This document fulfills the requirement specified by 62-330.600(2)(a) FAC. Specifically, this condition states:

The permittee shall conduct a survey of the bottom of the waterbody on which the reef is to be built and shall submit the survey to the Department with the notice required in subsection 62-343.090(1), F.A.C., demonstrating that the bottom does not have submerged grassbed communities, shellfish or other hardbottom communities, or corals;

Desktop Investigations

Prior to performing the bottom survey of the proposed artificial reef sites, Taylor Engineering performed detailed desktop analyses during the artificial reef siting process to ensure the proposed sites would not impact submerged resources. These investigations included review of navigation charts (documenting natural and artificial reef areas and average bottom depths) and recent ecological maps/surveys. Based on these investigations, Taylor Engineering determined that site conditions (e.g., depth, etc.) would not support seagrasses or shellfish communities, and no other natural resources had been documented within the proposed areas. In addition, Taylor Engineering made request to the Florida State Historic Preservation Office (SHPO) to inquire whether there were any recorded archeological resources within the proposed reef locations. The results of the request (included within the permit application) showed that no previously recorded archeological sites or standing structures were found within a 1-mile radius of the proposed sites.

Field Investigations

Taylor Engineering performed the following field investigations to verify that the proposed artificial reef sites do not contain hardbottom or corals.

1. Survey transects of the proposed ¼-nautical mile artificial reef sites. Three survey transects, running north-south and above the nine individual reef sites, within the ¼-nautical mile and extending 200 ft north and south, were surveyed (Figures 2 – 4). Surveyors used a standard fathometer (e.g., fish finder) to document any abrupt bottom changes or vertical relief over 0.5 – 1 ft. The survey transects were obtained by a vessel traveling at 4 – 5 knots. Average water depth at the individual reef sites, abrupt bathymetry changes, changes in bottom reflection, and any fish signatures on the fathometer were recorded. Field observation procedures required areas of abrupt change in depth or display of fish signature be marked on an on-board GPS system and later investigated with an underwater camera.
2. Underwater videography of bottom conditions within the proposed artificial reef sites. Surveyors obtained video imagery of the bottom substrate by lowering an underwater camera near the artificial reef site centroid. The topside vessel was slowly maneuvered in a small (40- to 50-ft diameter) and large (150- to 400-ft diameter) circles to document the bottom conditions surrounding the centroid. The average water depth, observed bottom conditions, and organisms were recorded. The depth of the camera off the bottom varied to provide both narrower and broader perspectives of the proposed reef site and bottom substrate. Near the end of each video, observers lowered the camera to the bottom to provide a detailed view of the substrate.

Field Results

Taylor Engineering conducted the field investigation December 18, 2013. This section documents the field observations at FH17, FH18, and FH19. Digital files of the underwater video documenting the bottom conditions at each of the proposed fish havens are included on the attached CD.

Fish Haven #17

The survey transects at FH17 began at approximately 11:14 am and the underwater video collection began at approximately 11:54 am. Conditions during the FH17 investigations included 10 – 15 mph northeasterly winds, clear skies, 2 foot seas, and good water clarity ranging from 20 – 30 feet depending on the vertical location (clearer near the surface). Table 1 summarizes the survey transects and average depth at each of the individual reefs. All transects showed gradual bathymetry changes. No abrupt changes in bathymetry, changes in bottom reflection, or fish signatures were observed during the surveys.

Table 1 Fish Haven #17 survey transects and water depths.

| Transect 1 | Transect 2 | Transect 3 |
|--------------------|--------------------|--------------------|
| North → South | North ← South | North → South |
| Reef 1 (-68 ft) | Reef 2 (-70 ft) | Reef 3 (-67 ft) |
| Reef 4 (-69 ft) | Reef 5 (-70 ft) | Reef 6 (-68 ft) |
| Reef 7 (-67 ft) | Reef 8 (-69 ft) | Reef 9 (-71 ft) |

Beginning at approximately 11:54 am, surveyors lowered the underwater video camera to the bottom near the proposed reef site centroid and slowly towed the camera in small (40- to 50-ft diameter) and large (150- to 400-ft diameter) circles around this point. During the video collection, a few starfish and sandollars were observed. Review of the video file indicates substrate conditions consisting of unvegetated sand with no evidence of hardbottom or coral communities.

Fish Haven #18

The survey transects at FH18 began at approximately 9:07 am and the underwater video collection began at approximately 10:28 am. Site conditions during the FH18 investigations included 10 – 15 mph northeasterly winds, clear skies, 1 – 2 foot seas, and good water clarity (20 – 30 feet) depending on the vertical location (clearer near the surface). Table 2 summarizes the survey transects and average depth at each of the individual reefs. All transects showed gradual bathymetry changes. No abrupt changes in bathymetry, changes in bottom reflection, or fish signatures were observed during the surveys.

Table 2 Fish Haven #18 survey transects and water depths.

| Transect 1 | Transect 2 | Transect 3 |
|--------------------|--------------------|--------------------|
| North → South | North ← South | North → South |
| Reef 1 (-63 ft) | Reef 2 (-64 ft) | Reef 3 (-64 ft) |
| Reef 4 (-62 ft) | Reef 5 (-64 ft) | Reef 6 (-64 ft) |
| Reef 7 (-61 ft) | Reef 8 (-62 ft) | Reef 9 (-62 ft) |

Beginning at approximately 10:28 am, surveyors lowered the underwater video camera to the bottom near the proposed reef site centroid and slowly towed the camera in small (40- to 50-ft diameter) and large (150- to 400-ft diameter) circles around this point. During the video collection, a few starfish and sand dollars were observed. Review of the video file indicates substrate conditions consisting of unvegetated sand with no evidence of hardbottom or coral communities.

Fish Haven #19

The survey transects at FH19 began at approximately 12:49 pm and the underwater video collection began at approximately 1:10 pm. Site conditions during the FH19 investigations included 5 – 10 mph northeasterly winds, clear skies, 0 – 1 foot seas, and good water clarity (10 – 20 feet) depending on the vertical location (clearer near the surface). Table 2 summarizes the survey transects and average depth at each of the individual reefs. All transects showed gradual bathymetry changes. No abrupt changes in bathymetry, changes in bottom reflection, or fish signatures were observed during the surveys.

Table 2 Fish Haven #19 survey transects and water depths.

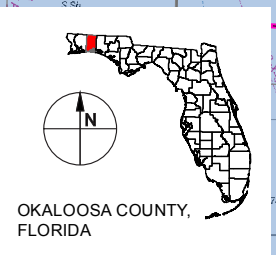
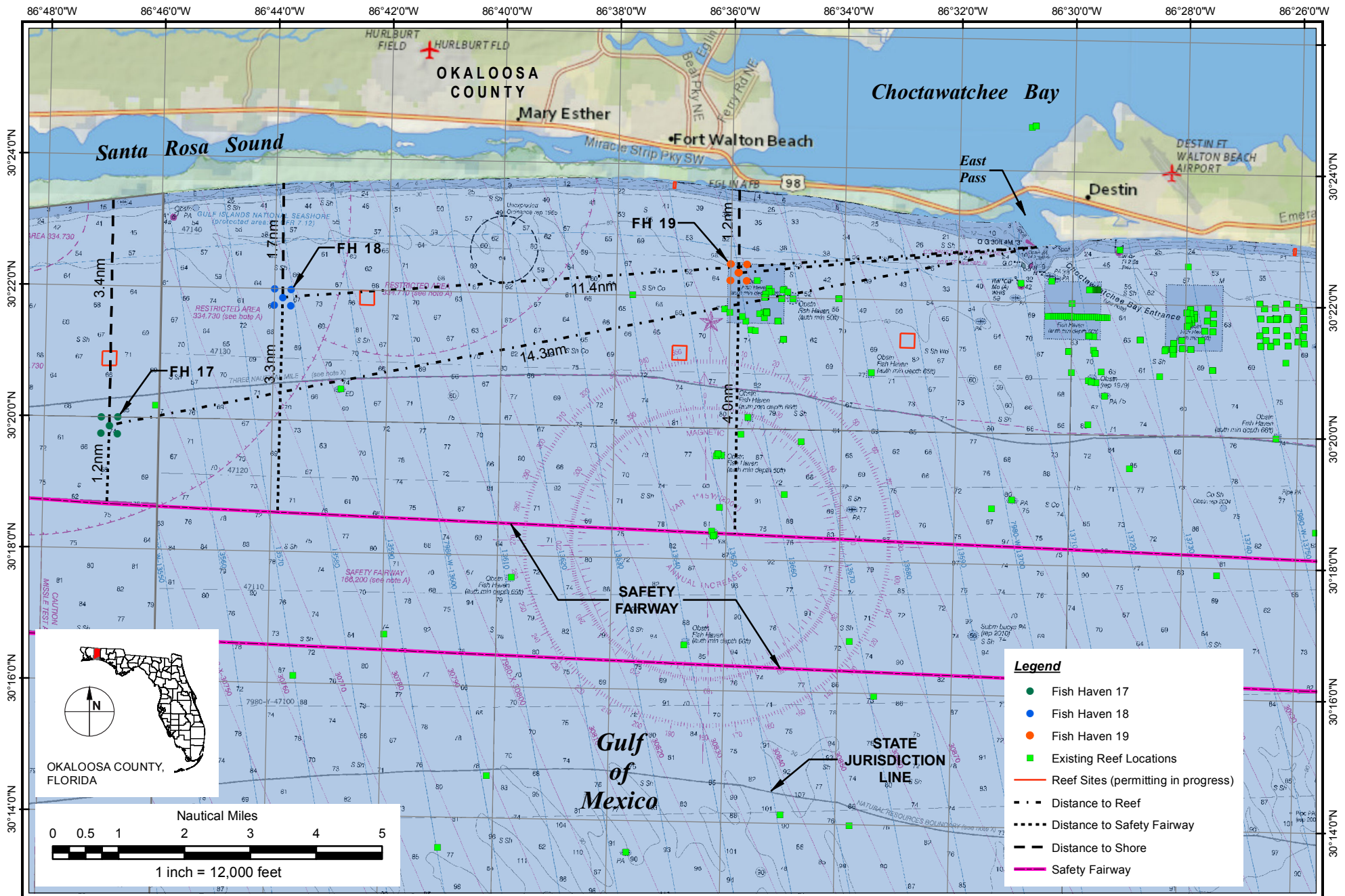
| Transect 1 | Transect 2 | Transect 3 |
|--------------------|--------------------|--------------------|
| North → South | North ← South | North → South |
| Reef 1 (-60 ft) | Reef 2 (-62 ft) | Reef 3 (-63 ft) |
| Reef 4 (-63 ft) | Reef 5 (-65 ft) | Reef 6 (-66 ft) |
| Reef 7 (-63 ft) | Reef 8 (-65 ft) | Reef 9 (-67 ft) |

Beginning at approximately 1:09 pm, surveyors lowered the underwater video camera to the bottom near the proposed reef site centroid and slowly towed the camera in small (40- to 50-ft diameter) and large (150- to 400-ft diameter) circles around this point. During the video collection, a few starfish and sand dollars were observed. Review of the video file indicates substrate conditions consisting of unvegetated sand with no evidence of hardbottom or coral communities.

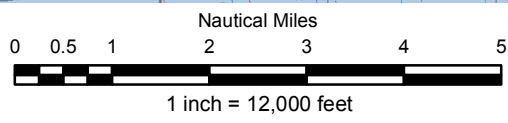
Conclusion

Taylor Engineering performed numerous desktop and field investigations to determine whether the proposed artificial reef sites contained submerged resources (seagrasses, hardbottom, corals, etc.). Desktop investigations (included within the permit application package) concluded the existing conditions (i.e., water depths) are unfavorable to support seagrass and shellfish communities. These desktop analyses also concluded that there was no record of mapped archeological sites, hardbottom, corals, or other submerged resources within the proposed artificial reef sites.

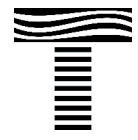
To verify the desktop investigations and meet the bottom survey requirements of 62-330.600 FAC, Taylor Engineering performed fathometer surveys and obtained video footage of the bottom substrate within the proposed sites. Three fathometer transects were performed over each of the individual reef sites within the proposed reef areas and an underwater camera was lowered near the centroid of the proposed reef site to record the bottom conditions. The survey transects at FH17, FH18, and FH19 showed no abrupt bathymetry changes, changes in bottom reflection, or any fish signatures. These results indicate a relatively flat bottom with gradual bathymetry change and no hardbottom outcrops or ledges and minimal fish communities. The underwater video showed sandy substrate near the reef centroid with some benthic organisms (e.g., starfish and sand dollars) and minimal fish present. The field investigations support the findings of the desktop analyses that indicated bottom conditions within FH17, FH18, and FH19 are devoid of submerged resources including seagrass, shellfish, hardbottom, and coral communities. These investigations provide reasonable assurance that the proposed artificial reefs sites meet the conditions of 62-3330.600 FAC and provide suitable locations for deployment of artificial reef material.



OKALOOSA COUNTY, FLORIDA



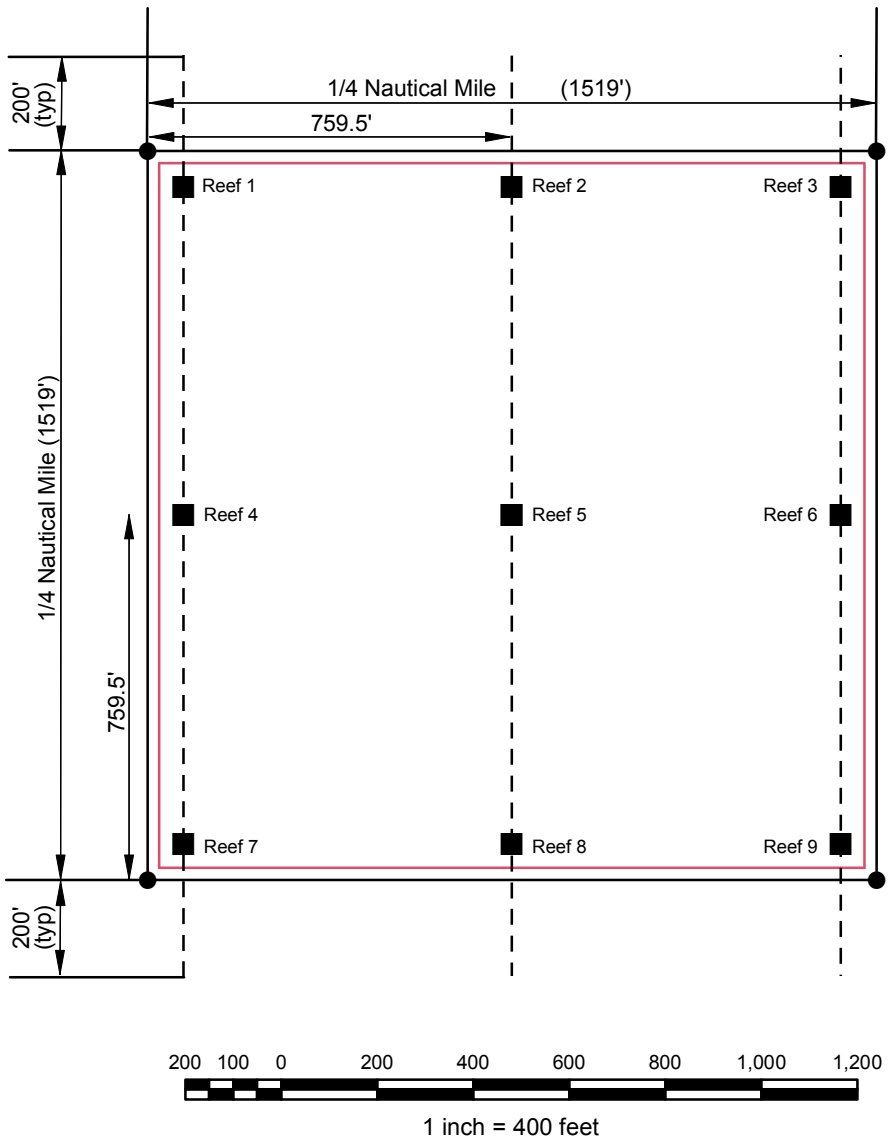
| Legend | |
|--|-------------------------------------|
| ● | Fish Haven 17 |
| ● | Fish Haven 18 |
| ● | Fish Haven 19 |
| ■ | Existing Reef Locations |
| — | Reef Sites (permitting in progress) |
| - - - | Distance to Reef |
| - - - - - | Distance to Safety Fairway |
| - - - - - | Distance to Shore |
| — | Safety Fairway |



Taylor Engineering Inc.
 1221 Airport Road, Suite 210
 Destin, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

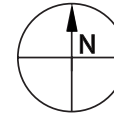
FIGURE 1
 BOTTOM SURVEY OVERVIEW
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------|----------------------------------|
| PROJECT | C2013-051 | SEAL |
| DRAWN BY | PL | |
| SHEET | 1 of 4 | |
| DATE | OCT 2013 | MATTHEW E. TRAMMELL P.E. # 69244 |
| | | DATE |



Notes:

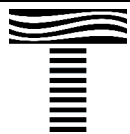
1. Transects extend a minimum of 200' beyond the Fish Haven Boundary.



Legend

- Reef Area Corner Points
- Individual Reef Locations
- Reef Area Boundary
- - - Site Survey Transect Lines
- 25' Buffer

| Fish Haven 17 | | | | |
|------------------|---------------|---------------|------------|------------|
| Location | Longitude | Latitude | Longitude | Latitude |
| Centroid | 86° 46.855' W | 30° 19.875' N | 86.7809° W | 30.3312° W |
| Northeast Corner | 86° 46.711' W | 30° 20.000' N | 86.7785° W | 30.3333° W |
| Northwest Corner | 86° 47.000' W | 30° 20.000' N | 86.7833° W | 30.3333° W |
| Southeast Corner | 86° 46.711' W | 30° 19.749' N | 86.7785° W | 30.3292° W |
| Southwest Corner | 86° 47.000' W | 30° 19.749' N | 86.7833° W | 30.3292° W |
| Reef 1 | 86° 46.986' W | 30° 19.988' N | 86.7831° W | 30.3331° W |
| Reef 2 | 86° 46.855' W | 30° 19.988' N | 86.7809° W | 30.3331° W |
| Reef 3 | 86° 46.725' W | 30° 19.988' N | 86.7788° W | 30.3331° W |
| Reef 4 | 86° 46.986' W | 30° 19.875' N | 86.7831° W | 30.3312° W |
| Reef 5 | 86° 46.855' W | 30° 19.875' N | 86.7809° W | 30.3312° W |
| Reef 6 | 86° 46.725' W | 30° 19.875' N | 86.7788° W | 30.3312° W |
| Reef 7 | 86° 46.986' W | 30° 19.762' N | 86.7831° W | 30.3294° W |
| Reef 8 | 86° 46.855' W | 30° 19.762' N | 86.7809° W | 30.3294° W |
| Reef 9 | 86° 46.725' W | 30° 19.762' N | 86.7788° W | 30.3294° W |



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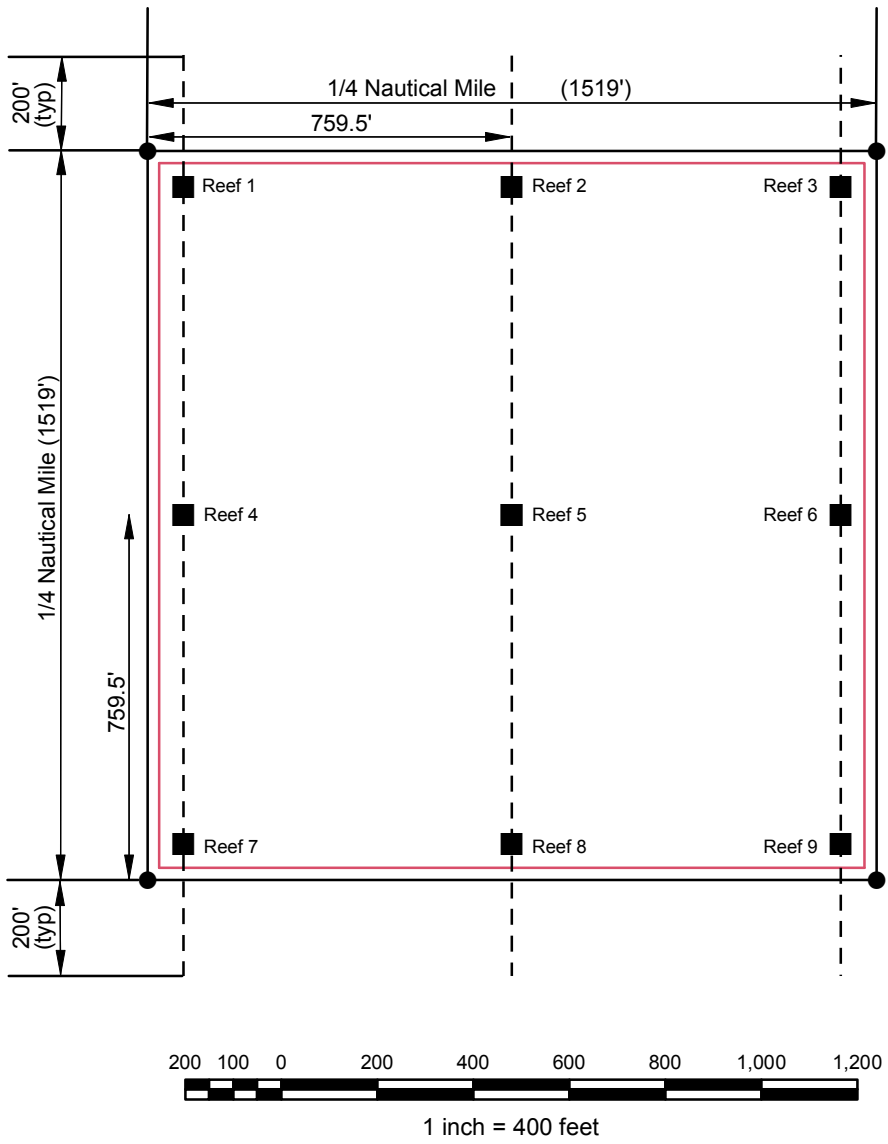
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
 FISH HAVEN 17
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

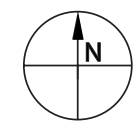
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| PROJECT | C2013-051 | SEAL |
| DRAWN BY | PL | |
| SHEET | 2 of 4 | |
| DATE | DEC 2013 | |

MATTHEW E. TRAMMELL P.E. # 69244

DATE



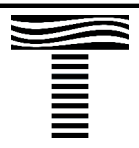
Notes:
 1. Transects extend a minimum of 200' beyond the Fish Haven Boundary.



Legend

- Reef Area Corner Points
- Individual Reef Locations
- Reef Area Boundary
- - - Site Survey Transect Lines
- 25' Buffer

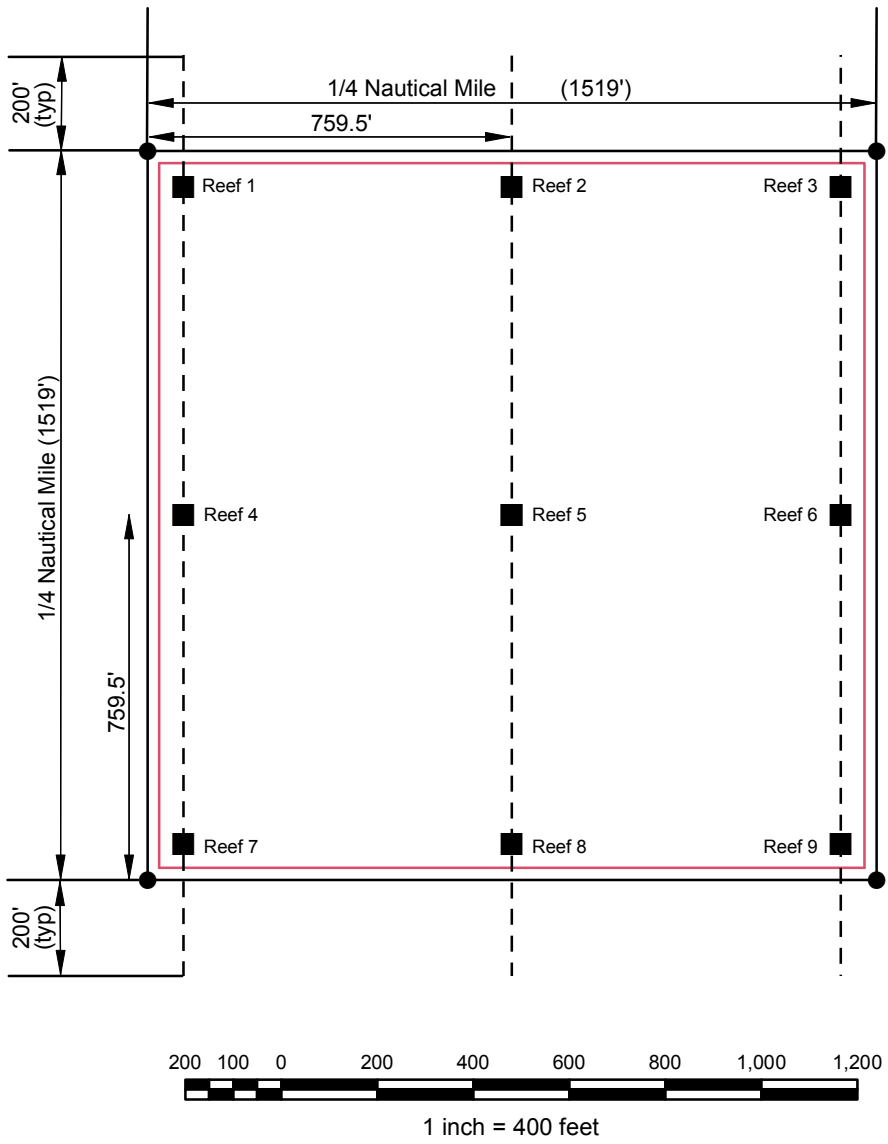
| Fish Haven 18 | | | | |
|------------------|---------------|---------------|------------|------------|
| Location | Longitude | Latitude | Longitude | Latitude |
| Centroid | 86° 43.855' W | 30° 21.875' N | 86.7309° W | 30.3646° N |
| Northeast Corner | 86° 43.711' W | 30° 22.000' N | 86.7285° W | 30.3667° N |
| Northwest Corner | 86° 44.000' W | 30° 22.000' N | 86.7333° W | 30.3667° N |
| Southeast Corner | 86° 43.711' W | 30° 21.749' N | 86.7285° W | 30.3625° N |
| Southwest Corner | 86° 44.000' W | 30° 21.749' N | 86.7333° W | 30.3625° N |
| Reef 1 | 86° 43.986' W | 30° 21.988' N | 86.7331° W | 30.3665° N |
| Reef 2 | 86° 43.855' W | 30° 21.988' N | 86.7309° W | 30.3665° N |
| Reef 3 | 86° 43.725' W | 30° 21.988' N | 86.7288° W | 30.3665° N |
| Reef 4 | 86° 43.986' W | 30° 21.875' N | 86.7331° W | 30.3646° N |
| Reef 5 | 86° 43.855' W | 30° 21.875' N | 86.7309° W | 30.3646° N |
| Reef 6 | 86° 43.725' W | 30° 21.875' N | 86.7288° W | 30.3646° N |
| Reef 7 | 86° 43.986' W | 30° 21.762' N | 86.7331° W | 30.3627° N |
| Reef 8 | 86° 43.855' W | 30° 21.762' N | 86.7309° W | 30.3627° N |
| Reef 9 | 86° 43.725' W | 30° 21.762' N | 86.7288° W | 30.3627° N |



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 CERTIFICATE OF AUTHORIZATION # 4815

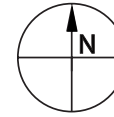
FIGURE 3
 FISH HAVEN 18
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------|----------------------------------|
| PROJECT | C2013-051 | SEAL |
| DRAWN BY | PL | |
| SHEET | 3 of 4 | |
| DATE | DEC 2013 | MATTHEW E. TRAMMELL P.E. # 69244 |
| | | DATE |



Notes:

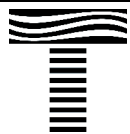
1. Transects extend a minimum of 200' beyond the Fish Haven Boundary.



Legend

- Reef Area Corner Points
- Individual Reef Locations
- Reef Area Boundary
- - - Site Survey Transect Lines
- 25' Buffer

| Fish Haven 19 | | | | |
|------------------|---------------|---------------|------------|------------|
| Location | Longitude | Latitude | Longitude | Latitude |
| Centroid | 86° 35.855' W | 30° 22.375' N | 86.5976° W | 30.3729° W |
| Northeast Corner | 86° 35.711' W | 30° 22.500' N | 86.5952° W | 30.3750° W |
| Northwest Corner | 86° 36.000' W | 30° 22.500' N | 86.6000° W | 30.3750° W |
| Southeast Corner | 86° 35.711' W | 30° 22.250' N | 86.5952° W | 30.3708° W |
| Southwest Corner | 86° 36.000' W | 30° 22.250' N | 86.6000° W | 30.3708° W |
| Reef 1 | 86° 35.986' W | 30° 22.488' N | 86.5998° W | 30.3748° W |
| Reef 2 | 86° 35.855' W | 30° 22.488' N | 86.5976° W | 30.3748° W |
| Reef 3 | 86° 35.725' W | 30° 22.488' N | 86.5954° W | 30.3748° W |
| Reef 4 | 86° 35.986' W | 30° 22.375' N | 86.5998° W | 30.3729° W |
| Reef 5 | 86° 35.855' W | 30° 22.375' N | 86.5976° W | 30.3729° W |
| Reef 6 | 86° 35.725' W | 30° 22.375' N | 86.5954° W | 30.3729° W |
| Reef 7 | 86° 35.986' W | 30° 22.262' N | 86.5998° W | 30.3710° W |
| Reef 8 | 86° 35.855' W | 30° 22.262' N | 86.5976° W | 30.3710° W |
| Reef 9 | 86° 35.725' W | 30° 22.262' N | 86.5954° W | 30.3710° W |



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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
 FISH HAVEN 19
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------|------|
| PROJECT | C2013-051 | SEAL |
| DRAWN BY | PL | |
| SHEET | 4 of 4 | |
| DATE | DEC 2013 | |

MATTHEW E. TRAMMELL P.E. # 69244

DATE

#17



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
160 W. GOVERNMENT STREET, SUITE 308
PENSACOLA, FLORIDA 32502-5740

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

January 24, 2014

BY ELECTRONIC MAIL:
shenson@co.okaloosa.fl.us

Okaloosa County Board of County Commissioners
c/o Scott Henson, Okaloosa County Public Works Department, Artificial Reef Program Manager
1804 Lewis Turner Boulevard, Suite 100
Fort Walton Beach, Florida 32547

Project Name: Okaloosa County BOCC – Fish Haven 17
File Number: 46-0323466-001-EG, Okaloosa County

Dear Mr. Henson:

This is to acknowledge receipt of your notice on January 6, 2014 of intent to use a General Permit (GP), pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) to construct an artificial reef 3.4 nautical miles south of Santa Rosa Island, Okaloosa County, within the Gulf of Mexico within the corner markers in Table 1., below.

Table 1.

| Corner | Longitude | Latitude |
|-----------|---------------|---------------|
| Northeast | 86° 46.711' W | 30° 20.000' N |
| Northwest | 86° 47.000' W | 30° 20.000' N |
| Southeast | 86° 46.711' W | 30° 19.749' N |
| Southwest | 86° 47.000' W | 30° 19.749' N |

In addition to regulatory authorization under Rule 62-330.600, F.A.C., this type of activity may also require both proprietary and federal authorizations. Proprietary authorization is required pursuant to Chapters 253 and 258, Florida Statute (F.S.), to use state-owned submerged lands for private purposes. Federal authorization is needed for works in waters of the United States through the State Programmatic General Permit (SPGP) program.

Your intent to use a general permit has been reviewed by Department staff for all three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully. Your project **may not** have qualified for all three forms of authorization. If your project did not qualify for one or more of the authorizations, the specific section dealing with that authorization will advise you on how to obtain it. **You may NOT commence your project without all three authorizations.** If you change the project from what you submitted, the authorization(s) granted may no longer be valid

at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

Please note: This letter confirms that your proposed project qualifies for the Noticed General Permit identified herein, but does not constitute the Department's determination of the wetland boundary depicted in the attached drawings of the property.

1. Regulatory Review – Granted

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

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

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

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under chapters 253 and 258 of the Florida Statutes, and chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a Letter of Consent under rule 18-21.005(1)(c)(9) and section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this. During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees

terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

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

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

SPGP REVIEW - NOT APPROVED

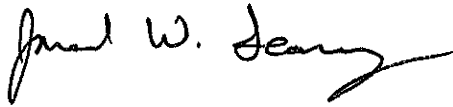
A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency.

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

Executed in Escambia County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Sincerely,



Jared Searcy
Environmental Specialist
Submerged Lands and Environmental
Resources Program

Attachments:

Exhibit I Project Drawings, 3 pages

Ch. 62-330.600, F.A.C.

General Conditions for All General Permits, Ch. 62-330.405, F.A.C.

General Consent Conditions for Use of Sovereignty Submerged Lands

Notice of Rights of Substantially Affected Persons

c:

U.S. Army Corps of Engineers

Matthew Trammell, Taylor Engineering < mtrammell@taylorengeering.com >

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this determination, including all copies, was mailed before the close of business on January 24, 2014, to the above listed persons.

FILING AND ACKNOWLEDGMENT

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

Clerk Branchy Bass Date 1/24/2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

62-330.405 General Conditions for All Noticed General Permits.

(1) The terms, conditions, requirements, limitations, and restrictions set forth in this section are general permit conditions and are binding upon the permittee for all noticed general permits in this chapter. These conditions are enforceable under Part IV of Chapter 373, F.S.

(2) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. A violation of the permit is a violation of Part IV of Chapter 373, F.S., and may result in suspension or revocation of the permittee's right to conduct such activity under the general permit. The Department also may begin legal proceedings seeking penalties or other remedies as provided by law for any violation of these conditions.

(3) This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

(4) This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(5) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution in contravention of Florida Statutes and Department rules.

(6) The permittee is hereby advised that Section 253.77, F.S., states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereign lands or other state-owned lands.

(7) The authorization to conduct activities pursuant to a general permit may be modified, suspended or revoked in accordance with Chapter 120 and Section 373.429, F.S.

(8) This permit shall not be transferred to a third party except pursuant to Rule 62-343.130, F.A.C., or, for activities within the geographical area of the Northwest Florida Water Management District, Rule 62-346.130, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located.

(9) Upon reasonable notice to the permittee, Department staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to insure conformity with the plans and specifications approved by the permit.

(10) The permittee shall maintain any permitted system in accordance with the plans submitted to the Department and authorized in this general permit.

(11) A permittee's right to conduct a specific noticed activity under this noticed general permit is authorized for a duration of five years.

(12) Construction, alteration, operation, maintenance, removal and abandonment approved by this general permit shall be conducted in a manner which does not cause violations of state water quality standards, including any antidegradation provisions of paragraphs 62-4.242(1)(a) and (b), subsections 62-4.242(2) and (3) and Rule 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. The permittee shall implement best management practices for erosion, turbidity, and other pollution control to prevent violation of state water quality standards. Temporary erosion control measures such as sodding, mulching, and seeding shall be implemented and shall be maintained on all erodible ground areas prior to and during construction. Permanent erosion control measures such as sodding and planting of wetland species shall be completed within seven days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and other surface waters exists due to the permitted activity. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

(13) The permittee shall hold and save the Department harmless from any and all damages, claims, or liabilities which may arise

by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.

(14) The permittee shall immediately notify the Department in writing of any previously submitted information that is later discovered to be inaccurate.

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

18-21.004. F.A.C. General Conditions for Sovereign Submerged Lands Authorizations

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

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

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

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

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

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

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

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

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

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

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

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

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section

120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

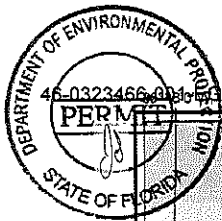
Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension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

Mediation

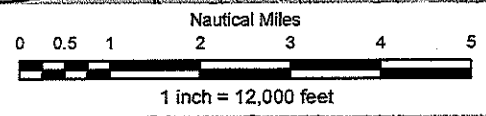
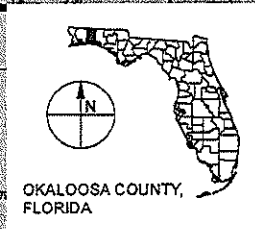
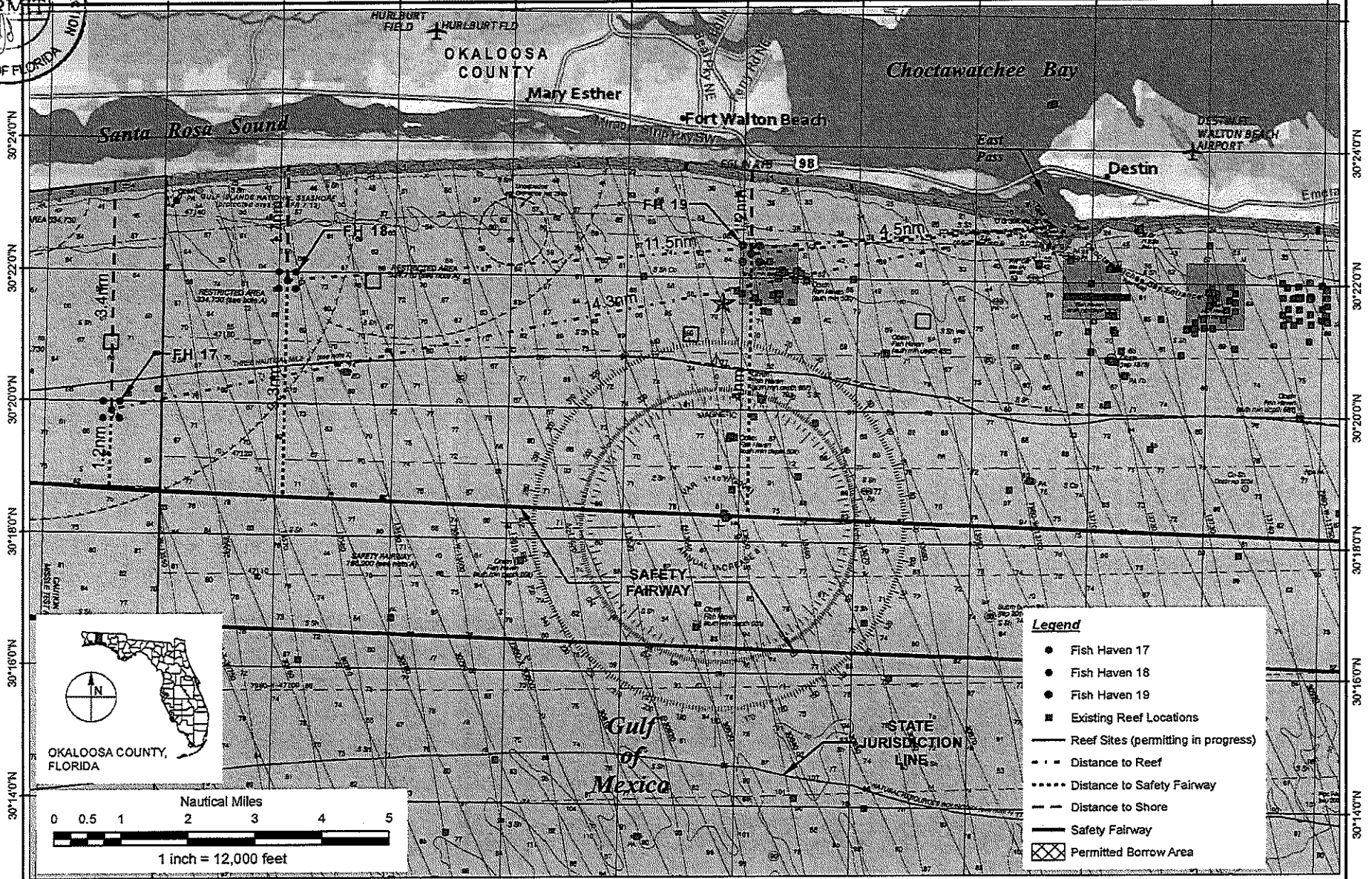
Mediation is not available in this proceeding.

Judicial Review

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



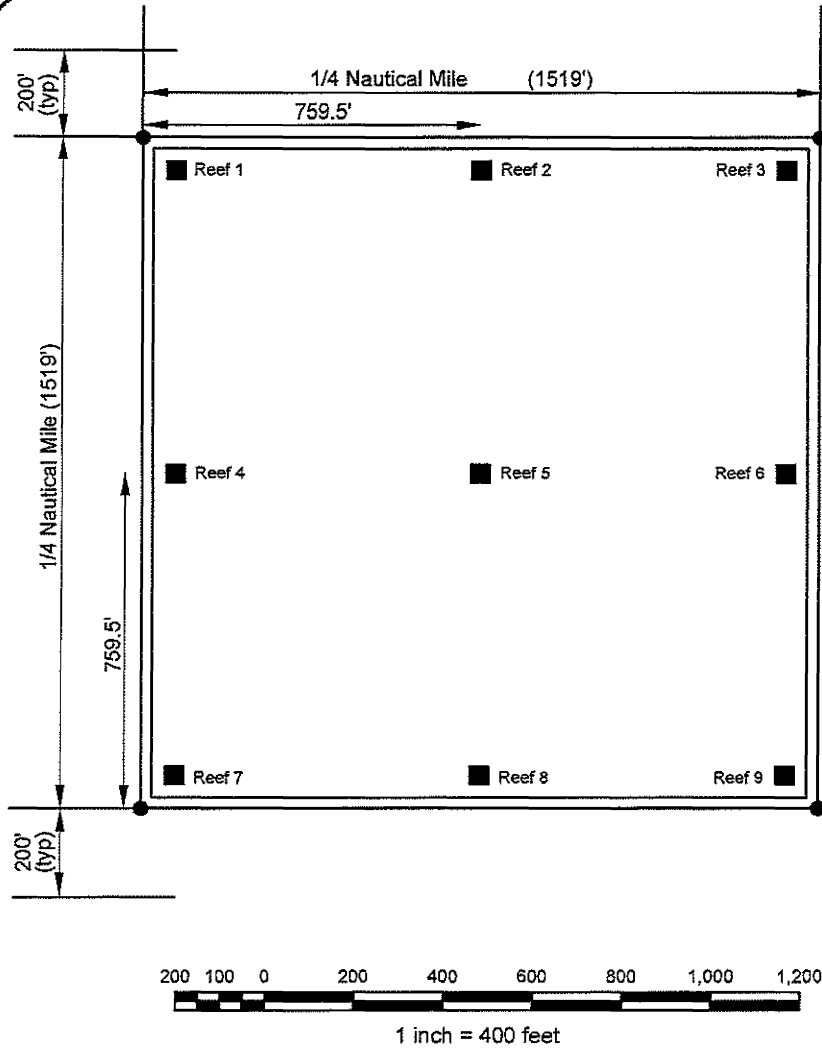
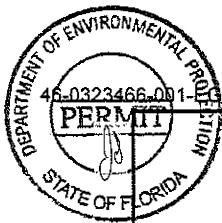
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Taylor Engineering Inc.
1221 Airport Road, Suite 210
Destin, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

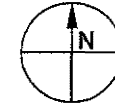
FIGURE 1
LOCATION MAP
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FLORIDA

| | | | |
|----------|-----------|-------------|-----------------------------------|
| PROJECT | C2013-051 | SCALE | |
| DRAWN BY | PL | | |
| SHEET | 1 of 3 | | |
| DATE | OCT 2013 | DESIGNED BY | MATTHEW E. TRAMMELL, P.E. # 69264 |
| | | DATE | |



Notes:

1. Transects extend a minimum of 200' beyond the Fish Haven Boundary.



Legend

- Reef Area Corner Points
- Individual Reef Locations
- Reef Area Boundary
- 25' Buffer

| Fish Haven 17 | | | | |
|------------------|---------------|---------------|------------|------------|
| Location | Longitude | Latitude | Longitude | Latitude |
| Centroid | 86° 46.855' W | 30° 19.875' N | 86.7809° W | 30.3312° W |
| Northeast Corner | 86° 46.711' W | 30° 20.000' N | 86.7785° W | 30.3333° W |
| Northwest Corner | 86° 47.000' W | 30° 20.000' N | 86.7833° W | 30.3333° W |
| Southeast Corner | 86° 46.711' W | 30° 19.749' N | 86.7785° W | 30.3292° W |
| Southwest Corner | 86° 47.000' W | 30° 19.749' N | 86.7833° W | 30.3292° W |
| Reef 1 | 86° 46.986' W | 30° 19.988' N | 86.7831° W | 30.3331° W |
| Reef 2 | 86° 46.855' W | 30° 19.988' N | 86.7809° W | 30.3331° W |
| Reef 3 | 86° 46.725' W | 30° 19.988' N | 86.7788° W | 30.3331° W |
| Reef 4 | 86° 46.986' W | 30° 19.875' N | 86.7831° W | 30.3312° W |
| Reef 5 | 86° 46.855' W | 30° 19.875' N | 86.7809° W | 30.3312° W |
| Reef 6 | 86° 46.725' W | 30° 19.875' N | 86.7788° W | 30.3312° W |
| Reef 7 | 86° 46.986' W | 30° 19.762' N | 86.7831° W | 30.3294° W |
| Reef 8 | 86° 46.855' W | 30° 19.762' N | 86.7809° W | 30.3294° W |
| Reef 9 | 86° 46.725' W | 30° 19.762' N | 86.7788° W | 30.3294° W |



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 Destin, FL 32541

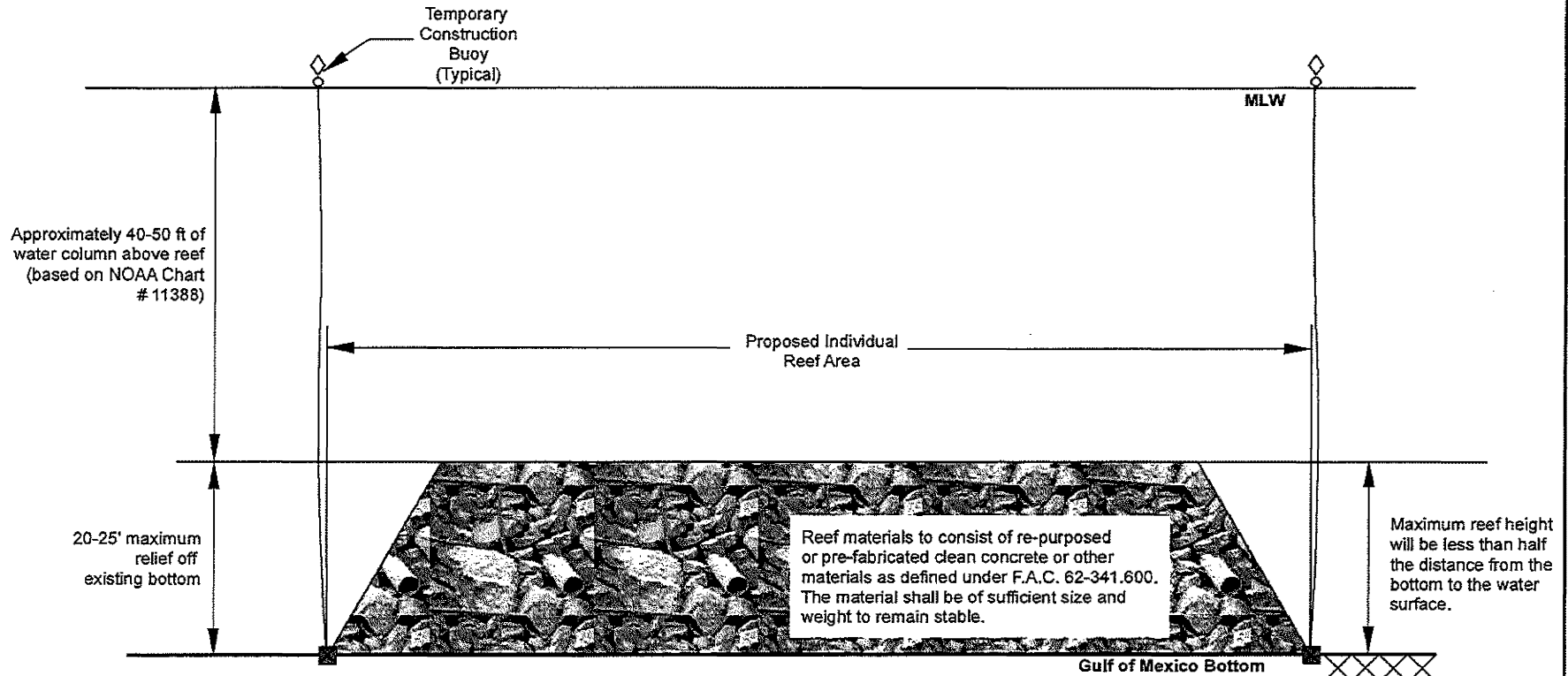
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
 FISH HAVEN 17
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------|------|
| PROJECT | C2013-051 | SEAL |
| DRAWN BY | PL | |
| SHEET | 2 of 3 | |
| DATE | DEC 2013 | |

MATTHEW E. TRAMMELL P.E. # 82244

DATE



Typical Reef Cross Section
Not To Scale

Notes:

1. Marker Buoys will be secured along the perimeter of the individual reef sites prior to material placement to define the drop area and to ensure accurate placement within the approved site.
2. Quality control dives will be performed as necessary to ensure proper material placement and relief.



Taylor Engineering Inc.

1221 Airport Road, Suite 210
Destin, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
TYPICAL REEF CROSS SECTION
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------|------|
| PROJECT | C2013-051 | SEAL |
| DRAWN BY | PL | |
| SHEET | 3 OF 3 | |
| DATE | OCT 2013 | |

MATTHEW E. TRANMELL, P.E. # 69244

DATE



FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
160 W. GOVERNMENT STREET, SUITE 308
PENSACOLA, FLORIDA 32502-5740

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

January 27, 2014

BY ELECTRONIC MAIL:

shenson@co.okaloosa.fl.us

Okaloosa County Board of County Commissioners
c/o Scott Henson, Okaloosa County Public Works Department, Artificial Reef Program Manager
1804 Lewis Turner Boulevard, Suite 100
Fort Walton Beach, Florida 32547

Project Name: Okaloosa County BOCC – Fish Haven 18
File Number: 46-0323474-001-EG, Okaloosa County

Dear Mr. Henson:

This is to acknowledge receipt of your notice on January 6, 2014 of intent to use a General Permit (GP), pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) to construct an artificial reef 1.7 nautical miles south of Santa Rosa Island, Okaloosa County, within the Gulf of Mexico within the corner markers in Table 1., below.

Table 1.

| Corner | Longitude | Latitude |
|-----------|---------------|---------------|
| Northeast | 86° 43.711' W | 30° 22.000' N |
| Northwest | 86° 44.000' W | 30° 22.000' N |
| Southeast | 86° 43.711' W | 30° 21.749' N |
| Southwest | 86° 44.000' W | 30° 21.749' N |

In addition to regulatory authorization under Rule 62-330.600, F.A.C., this type of activity may also require both proprietary and federal authorizations. Proprietary authorization is required pursuant to Chapters 253 and 258, Florida Statute (F.S.), to use state-owned submerged lands for private purposes. Federal authorization is needed for works in waters of the United States through the State Programmatic General Permit (SPGP) program.

Your intent to use a general permit has been reviewed by Department staff for all three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully. Your project **may not** have qualified for all three forms of authorization. If your project did not qualify for one or more of the authorizations, the specific section dealing with that authorization will advise you on how to obtain it. **You may NOT commence your project without all three authorizations.** If you change the project from what you submitted, the authorization(s) granted may no longer be valid

at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

Please note: This letter confirms that your proposed project qualifies for the Noticed General Permit identified herein, but does not constitute the Department's determination of the wetland boundary depicted in the attached drawings of the property.

1. Regulatory Review – Granted

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

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

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

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under chapters 253 and 258 of the Florida Statutes, and chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a Letter of Consent under rule 18-21.005(1)(c)(9) and section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this. During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees

terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

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

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

SPGP REVIEW - NOT APPROVED

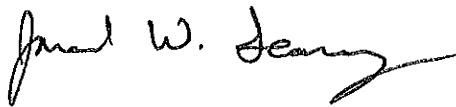
A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency.

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

Executed in Escambia County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Sincerely,



Jared Searcy
Environmental Specialist
Submerged Lands and Environmental
Resources Program

Attachments:

Exhibit I Project Drawings, 3 pages
Ch. 62-330.600, F.A.C.
General Conditions for All General Permits, Ch. 62-330.405, F.A.C.
General Consent Conditions for Use of Sovereignty Submerged Lands
Notice of Rights of Substantially Affected Persons

c:

U.S. Army Corps of Engineers
Matthew Trammell, Taylor Engineering < mtrammell@taylorengineering.com >

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this determination, including all copies, was mailed before the close of business on January 27, 2014, to the above listed persons.

FILING AND ACKNOWLEDGMENT

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

Clerk Branchy Bass Date 1/27/2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

62-330.405 General Conditions for All Noticed General Permits.

(1) The terms, conditions, requirements, limitations, and restrictions set forth in this section are general permit conditions and are binding upon the permittee for all noticed general permits in this chapter. These conditions are enforceable under Part IV of Chapter 373, F.S.

(2) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. A violation of the permit is a violation of Part IV of Chapter 373, F.S., and may result in suspension or revocation of the permittee's right to conduct such activity under the general permit. The Department also may begin legal proceedings seeking penalties or other remedies as provided by law for any violation of these conditions.

(3) This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

(4) This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(5) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution in contravention of Florida Statutes and Department rules.

(6) The permittee is hereby advised that Section 253.77, F.S., states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

(7) The authorization to conduct activities pursuant to a general permit may be modified, suspended or revoked in accordance with Chapter 120 and Section 373.429, F.S.

(8) This permit shall not be transferred to a third party except pursuant to Rule 62-343.130, F.A.C., or, for activities within the geographical area of the Northwest Florida Water Management District, Rule 62-346.130, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located.

(9) Upon reasonable notice to the permittee, Department staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to insure conformity with the plans and specifications approved by the permit.

(10) The permittee shall maintain any permitted system in accordance with the plans submitted to the Department and authorized in this general permit.

(11) A permittee's right to conduct a specific noticed activity under this noticed general permit is authorized for a duration of five years.

(12) Construction, alteration, operation, maintenance, removal and abandonment approved by this general permit shall be conducted in a manner which does not cause violations of state water quality standards, including any antidegradation provisions of paragraphs 62-4.242(1)(a) and (b), subsections 62-4.242(2) and (3) and Rule 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. The permittee shall implement best management practices for erosion, turbidity, and other pollution control to prevent violation of state water quality standards. Temporary erosion control measures such as sodding, mulching, and seeding shall be implemented and shall be maintained on all erodible ground areas prior to and during construction. Permanent erosion control measures such as sodding and planting of wetland species shall be completed within seven days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and other surface waters exists due to the permitted activity. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

(13) The permittee shall hold and save the Department harmless from any and all damages, claims, or liabilities which may arise

by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.

(14) The permittee shall immediately notify the Department in writing of any previously submitted information that is later discovered to be inaccurate.

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

18-21.004. F.A.C. General Conditions for Sovereign Submerged Lands Authorizations

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

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

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

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

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

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

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

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

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

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

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

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

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section

120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

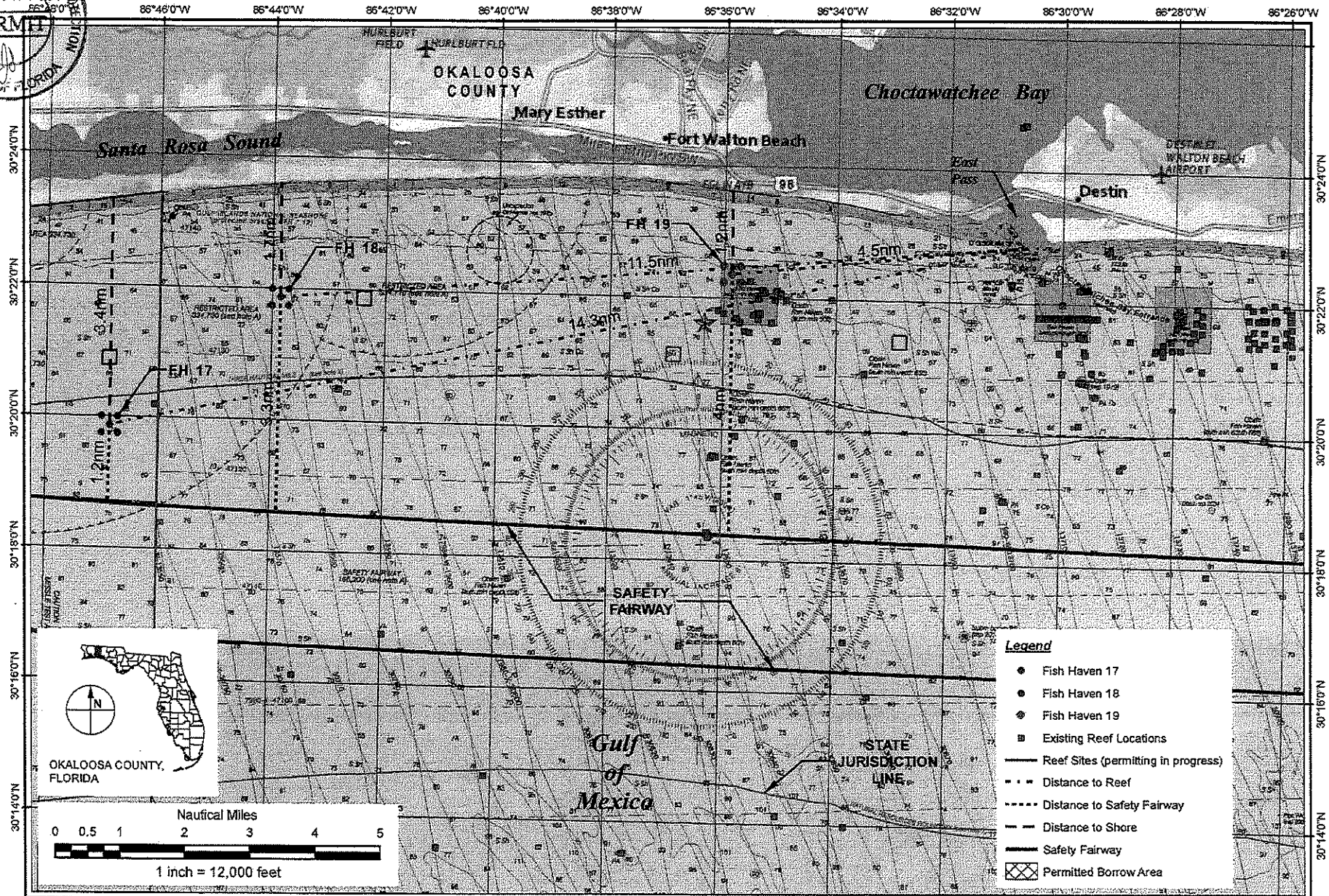
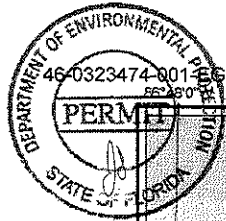
Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension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

Mediation

Mediation is not available in this proceeding.

Judicial Review

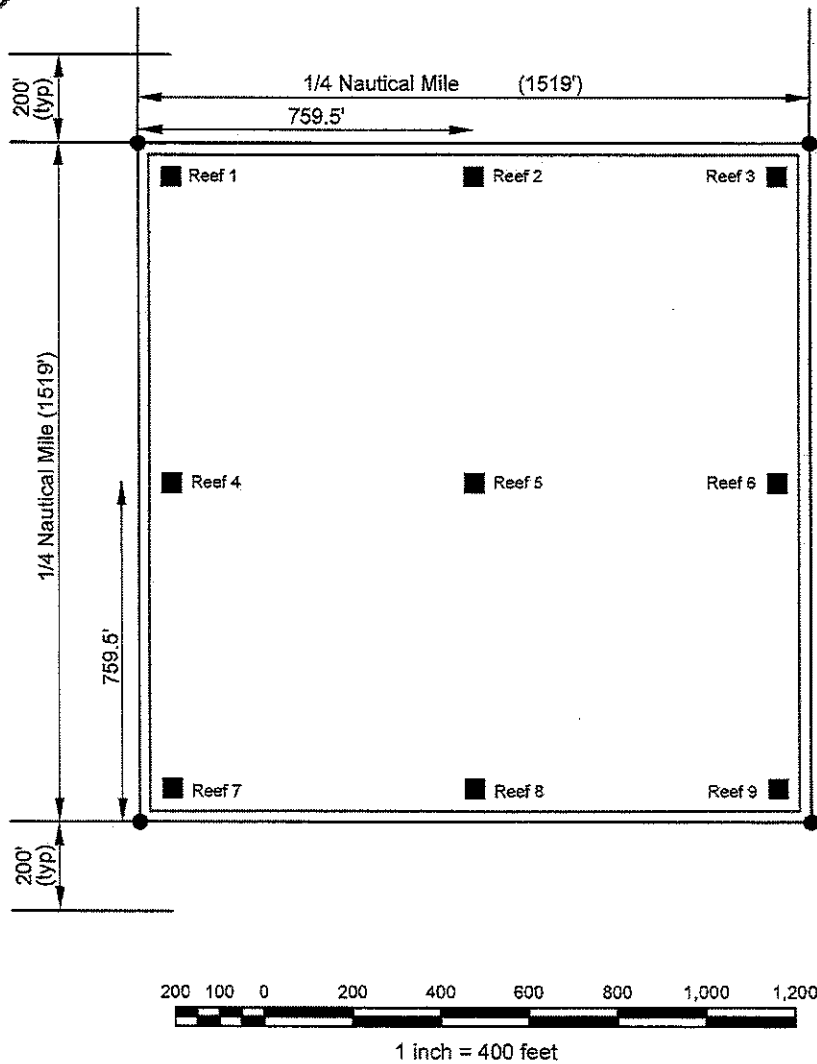
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900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



Taylor Engineering Inc.
 1221 Airport Road, Suite 210
 Destin, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

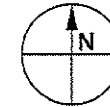
FIGURE 1
LOCATION MAP
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------|----------------------------------|
| PROJECT | C2013-051 | SEAL |
| DRAWN BY | PL | |
| SHEET | 1 of 3 | |
| DATE | OCT 2013 | MATTHEW E. TRAMMELL P.E. # 99244 |
| | | DATE |



Notes:

1. Transects extend a minimum of 200' beyond the Fish Haven Boundary.



Legend

- Reef Area Corner Points
- Individual Reef Locations
- Reef Area Boundary
- 25' Buffer

| Fish Haven 18 | | | | |
|------------------|---------------|---------------|------------|------------|
| Location | Longitude | Latitude | Longitude | Latitude |
| Centroid | 86° 43.855' W | 30° 21.875' N | 86.7309° W | 30.3646° N |
| Northeast Corner | 86° 43.711' W | 30° 22.000' N | 86.7285° W | 30.3667° N |
| Northwest Corner | 86° 44.000' W | 30° 22.000' N | 86.7333° W | 30.3667° N |
| Southeast Corner | 86° 43.711' W | 30° 21.749' N | 86.7285° W | 30.3625° N |
| Southwest Corner | 86° 44.000' W | 30° 21.749' N | 86.7333° W | 30.3625° N |
| Reef 1 | 86° 43.986' W | 30° 21.988' N | 86.7331° W | 30.3665° N |
| Reef 2 | 86° 43.855' W | 30° 21.988' N | 86.7309° W | 30.3665° N |
| Reef 3 | 86° 43.725' W | 30° 21.988' N | 86.7288° W | 30.3665° N |
| Reef 4 | 86° 43.986' W | 30° 21.875' N | 86.7331° W | 30.3646° N |
| Reef 5 | 86° 43.855' W | 30° 21.875' N | 86.7309° W | 30.3646° N |
| Reef 6 | 86° 43.725' W | 30° 21.875' N | 86.7288° W | 30.3646° N |
| Reef 7 | 86° 43.986' W | 30° 21.762' N | 86.7331° W | 30.3627° N |
| Reef 8 | 86° 43.855' W | 30° 21.762' N | 86.7309° W | 30.3627° N |
| Reef 9 | 86° 43.725' W | 30° 21.762' N | 86.7288° W | 30.3627° N |



Taylor Engineering Inc.

1221 Airport Road, Suite 210
Destin, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
FISH HAVEN 18
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------|-------|
| PROJECT | C2013-051 | SCALE |
| DRAWN BY | PL | |
| SHEET | 2 of 3 | |
| DATE | DEC 2013 | |

MATTHEW E. TRAMMELL, P.E. # 63144

DATE



FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

160 W. GOVERNMENT STREET, SUITE 308
PENSACOLA, FLORIDA 32502-5740

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

January 24, 2014

BY ELECTRONIC MAIL:

shenson@co.okaloosa.fl.us

Okaloosa County Board of County Commissioners
c/o Scott Henson, Okaloosa County Public Works Department, Artificial Reef Program Manager
1804 Lewis Turner Boulevard, Suite 100
Fort Walton Beach, Florida 32547

Project Name: Okaloosa County BOCC – Fish Haven 19
File Number: 46-0323475-001-EG, Okaloosa County

Dear Mr. Henson:

This is to acknowledge receipt of your notice on January 6, 2014 of intent to use a General Permit (GP), pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.) to construct an artificial reef 1.2 nautical miles south of Santa Rosa Island, Okaloosa County, within the Gulf of Mexico within the corner markers in Table 1., below.

Table 1.

| Corner | Longitude | Latitude |
|-----------|---------------|---------------|
| Northeast | 86° 35.711' W | 30° 22.500' N |
| Northwest | 86° 36.000' W | 30° 22.500' N |
| Southeast | 86° 35.711' W | 30° 22.250' N |
| Southwest | 86° 36.000' W | 30° 22.250' N |

In addition to regulatory authorization under Rule 62-330.600, F.A.C., this type of activity may also require both proprietary and federal authorizations. Proprietary authorization is required pursuant to Chapters 253 and 258, Florida Statute (F.S.), to use state-owned submerged lands for private purposes. Federal authorization is needed for works in waters of the United States through the State Programmatic General Permit (SPGP) program.

Your intent to use a general permit has been reviewed by Department staff for all three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully. Your project **may not** have qualified for all three forms of authorization. If your project did not qualify for one or more of the authorizations, the specific section dealing with that authorization will advise you on how to obtain it. **You may NOT commence your project without all three authorizations.** If you change the project from what you submitted, the authorization(s) granted may no longer be valid

at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

Please note: This letter confirms that your proposed project qualifies for the Noticed General Permit identified herein, but does not constitute the Department's determination of the wetland boundary depicted in the attached drawings of the property.

1. Regulatory Review – Granted

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

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

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

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under chapters 253 and 258 of the Florida Statutes, and chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a Letter of Consent under rule 18-21.005(1)(c)(9) and section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this. During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees

terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

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

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

SPGP REVIEW - NOT APPROVED

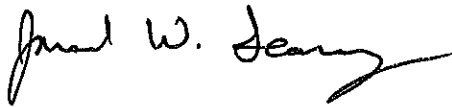
A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit," Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Executed in Escambia County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Sincerely,



Jared Searcy
Environmental Specialist
Submerged Lands and Environmental
Resources Program

Attachments:

Exhibit I Project Drawings, 3 pages

Ch. 62-330.600, F.A.C.

General Conditions for All General Permits, Ch. 62-330.405, F.A.C.

General Consent Conditions for Use of Sovereignty Submerged Lands

Notice of Rights of Substantially Affected Persons

c:

U.S. Army Corps of Engineers

Matthew Trammell, Taylor Engineering < mtrammell@taylorengeering.com >

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this determination, including all copies, was mailed before the close of business on January 24, 2014, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to 120.52(7), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk Brandly Bass Date 1/24/2014

62-330.600 General Permit for the Construction of Artificial Reefs.

(1) A general permit is provided for the construction of an artificial reef by any person, provided:

(a) The material to be used shall be clean concrete or rock, clean steel boat hulls, other clean, heavy gauge steel products with a thickness of 1/4 inch or greater, and prefabricated structures that are a mixture of clean concrete and heavy gauge steel;

(b) The material shall be free of soils, oils and greases, debris, litter, putrescible substances or other pollutants;

(c) The material shall be firmly anchored to the bottom and shall not be indiscriminately dumped; and

(d) The material shall be placed so that the top of the reef does not exceed 1/2 the distance from the bottom to the surface of the water unless a greater distance from the surface is required for safe navigation. At no time shall the distance between the top of the reef and the surface of the water be less than 6 feet.

(2) This general permit shall be subject to the following specific conditions:

(a) The permittee shall conduct a survey of the bottom of the waterbody on which the reef is to be built and shall submit the survey to the Agency with the notice required in Rule 62-330.402, F.A.C., demonstrating that the bottom does not have submerged grassbed communities, shellfish or other hardbottom communities, or corals;

(b) There shall be no reefs constructed in bays, lagoons, or estuaries that are less than 12 feet deep;

(c) There shall be no "white goods" (inoperative and discarded refrigerators, freezers, ranges, water heaters, washers, and other similar domestic and commercial appliances), asphalt material, tires, other polluting materials used in construction of the reef;

(d) The site shall be marked with perimeter buoys during construction to ensure that no material is deposited outside of the site;

(e) The size of the boundaries within which the artificial reef is to be deposited shall not exceed 1/4 nautical mile on any side;

(f) The artificial reef site shall not be established within any shipping lanes; and

(g) The permittee shall notify the National Ocean Service, National Oceanic and Atmospheric Administration, U.S. Department of Commerce, Rockville, Maryland, and the Florida Fish and Wildlife Conservation Commission (FWC), Division of Marine Fisheries Management, via e-mail at artificialreefdeployments@myfwc.com of the precise location of the reef within 30 days of placement of the reef material.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 403.814(1) FS. History—New 10-3-95, Formerly 62-341.600, Amended 10-1-13.

62-330.405 General Conditions for All Noticed General Permits.

(1) The terms, conditions, requirements, limitations, and restrictions set forth in this section are general permit conditions and are binding upon the permittee for all noticed general permits in this chapter. These conditions are enforceable under Part IV of Chapter 373, F.S.

(2) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. A violation of the permit is a violation of Part IV of Chapter 373, F.S., and may result in suspension or revocation of the permittee's right to conduct such activity under the general permit. The Department also may begin legal proceedings seeking penalties or other remedies as provided by law for any violation of these conditions.

(3) This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

(4) This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(5) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution in contravention of Florida Statutes and Department rules.

(6) The permittee is hereby advised that Section 253.77, F.S., states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

(7) The authorization to conduct activities pursuant to a general permit may be modified, suspended or revoked in accordance with Chapter 120 and Section 373.429, F.S.

(8) This permit shall not be transferred to a third party except pursuant to Rule 62-343.130, F.A.C., or, for activities within the geographical area of the Northwest Florida Water Management District, Rule 62-346.130, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located.

(9) Upon reasonable notice to the permittee, Department staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to insure conformity with the plans and specifications approved by the permit.

(10) The permittee shall maintain any permitted system in accordance with the plans submitted to the Department and authorized in this general permit.

(11) A permittee's right to conduct a specific noticed activity under this noticed general permit is authorized for a duration of five years.

(12) Construction, alteration, operation, maintenance, removal and abandonment approved by this general permit shall be conducted in a manner which does not cause violations of state water quality standards, including any antidegradation provisions of paragraphs 62-4.242(1)(a) and (b), subsections 62-4.242(2) and (3) and Rule 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. The permittee shall implement best management practices for erosion, turbidity, and other pollution control to prevent violation of state water quality standards. Temporary erosion control measures such as sodding, mulching, and seeding shall be implemented and shall be maintained on all erodible ground areas prior to and during construction. Permanent erosion control measures such as sodding and planting of wetland species shall be completed within seven days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and other surface waters exists due to the permitted activity. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

(13) The permittee shall hold and save the Department harmless from any and all damages, claims, or liabilities which may arise

by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.

(14) The permittee shall immediately notify the Department in writing of any previously submitted information that is later discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.406(5), 373.118(1), 373.129, 373.136, 373.413, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429 FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215.

18-21.004. F.A.C. General Conditions for Sovereign Submerged Lands Authorizations

(7) General Conditions for Authorizations. All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or 258, Part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

(g) Structures or activities shall not create a navigational hazard.

(h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section

120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

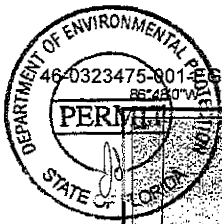
Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

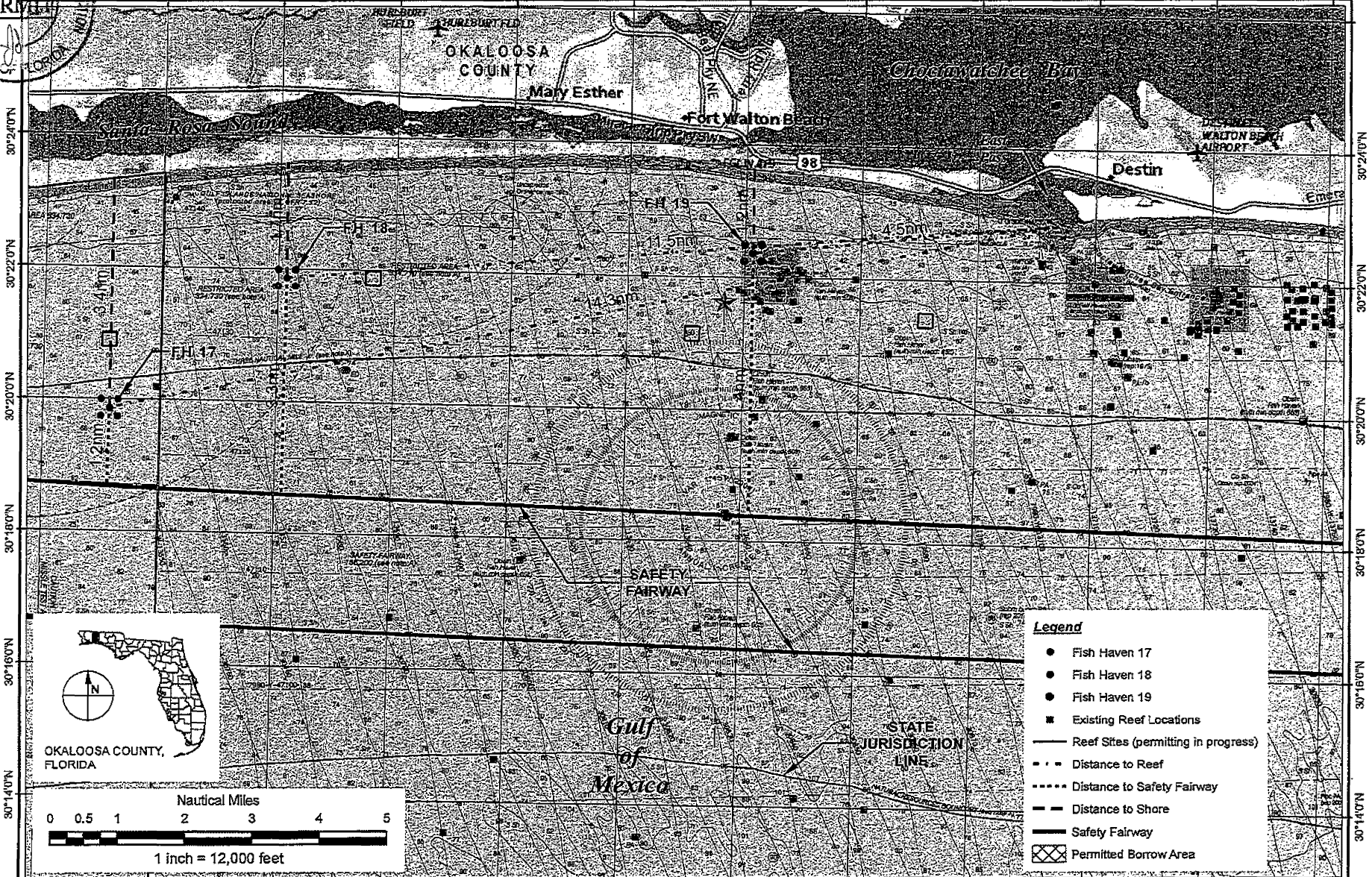
Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.



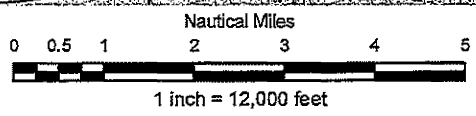
46-0323475-001

86°46'0"W 86°44'0"W 86°42'0"W 86°40'0"W 86°38'0"W 86°36'0"W 86°34'0"W 86°32'0"W 86°30'0"W 86°28'0"W 86°26'0"W



Legend

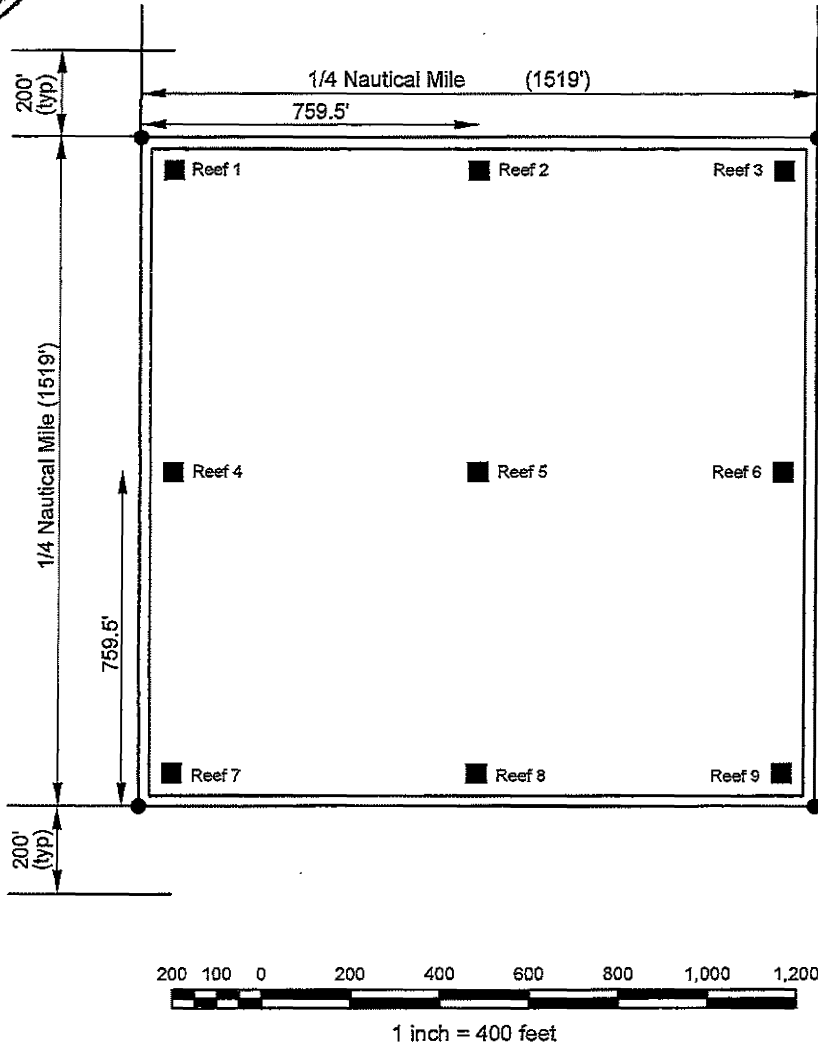
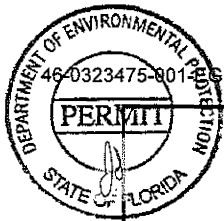
- Fish Haven 17
- Fish Haven 18
- Fish Haven 19
- Existing Reef Locations
- Reef Sites (permitting in progress)
- - - Distance to Reef
- Distance to Safety Fairway
- - - Distance to Shore
- Safety Fairway
- ▣ Permitted Borrow Area



Taylor Engineering Inc.
 1221 Airport Road, Suite 210
 Destin, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
LOCATION MAP
 OKALOOSA COUNTY ARTIFICIAL REEFS
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------|----------------------------------|
| PROJECT | C2013-051 | SEAL |
| DRAWN BY | PL | |
| SHEET | 1 of 3 | |
| DATE | OCT 2013 | MATTHEW G. TRAMMELL P.E. # 69344 |
| | | DATE |



Notes:

1. Transects extend a minimum of 200' beyond the Fish Haven Boundary.



Legend

- Reef Area Corner Points
- Individual Reef Locations
- Reef Area Boundary
- 25' Buffer

| Location | Longitude | Latitude | Longitude | Latitude |
|------------------|---------------|---------------|------------|------------|
| Centroid | 86° 35.855' W | 30° 22.375' N | 86.5976° W | 30.3729° W |
| Northeast Corner | 86° 35.711' W | 30° 22.500' N | 86.5952° W | 30.3750° W |
| Northwest Corner | 86° 36.000' W | 30° 22.500' N | 86.6000° W | 30.3750° W |
| Southeast Corner | 86° 35.711' W | 30° 22.250' N | 86.5952° W | 30.3708° W |
| Southwest Corner | 86° 36.000' W | 30° 22.250' N | 86.6000° W | 30.3708° W |
| Reef 1 | 86° 35.986' W | 30° 22.488' N | 86.5998° W | 30.3748° W |
| Reef 2 | 86° 35.855' W | 30° 22.488' N | 86.5976° W | 30.3748° W |
| Reef 3 | 86° 35.725' W | 30° 22.488' N | 86.5954° W | 30.3748° W |
| Reef 4 | 86° 35.986' W | 30° 22.375' N | 86.5998° W | 30.3729° W |
| Reef 5 | 86° 35.855' W | 30° 22.375' N | 86.5976° W | 30.3729° W |
| Reef 6 | 86° 35.725' W | 30° 22.375' N | 86.5954° W | 30.3729° W |
| Reef 7 | 86° 35.986' W | 30° 22.262' N | 86.5998° W | 30.3710° W |
| Reef 8 | 86° 35.855' W | 30° 22.262' N | 86.5976° W | 30.3710° W |
| Reef 9 | 86° 35.725' W | 30° 22.262' N | 86.5954° W | 30.3710° W |



Taylor Engineering Inc.

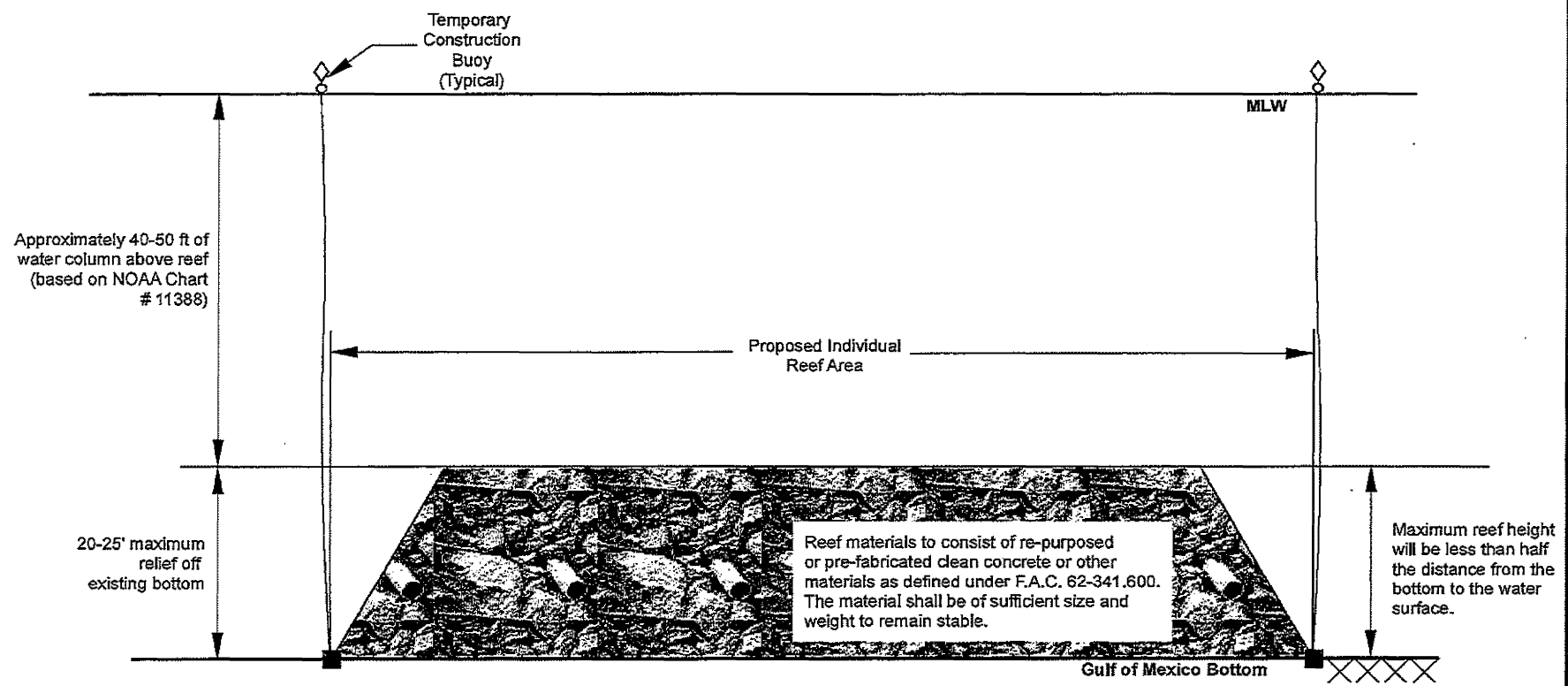
1221 Airport Road, Suite 210
Destin, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
FISH HAVEN 19
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FLORIDA

| | |
|----------|-----------|
| PROJECT | C2013-051 |
| DRAWN BY | PL |
| DATE | 2 of 3 |
| DATE | DEC 2013 |

| | |
|-----------------------------------|--|
| SEAL | |
| MATTHEW E. TRANNELL, P.E. # 80244 | |
| DATE | |



Typical Reef Cross Section
Not To Scale

- Notes:**
1. Marker Buoys will be secured along the perimeter of the individual reef sites prior to material placement to define the drop area and to ensure accurate placement within the approved site.
 2. Quality control dives will be performed as necessary to ensure proper material placement and relief.



Taylor Engineering Inc.
1221 Airport Road, Suite 210
Destin, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
TYPICAL REEF CROSS SECTION
OKALOOSA COUNTY ARTIFICIAL REEFS
OKALOOSA COUNTY, FLORIDA

| | | |
|----------|-----------------------------------|------|
| PROJECT | C2013-051 | SEAL |
| DRAWN BY | PL | |
| SHEET | 3 OF 3 | |
| DATE | OCT 2013 | DATE |
| | MATTHEW E. TRAMMELL, P.E. # 68244 | |



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
41 N. JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

August 2, 2018

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2012-02569 (SP-EPS)

Okaloosa County Board of County Commissioners
c/o John Hofstad, County Administrator
1250 N. Eglin Parkway, Suite 100
Shalimar, FL 32579

Dear Mr. Hofstad:

The U.S. Army Corps of Engineers (Corps) is pleased to enclose the Department of the Army permit, which should be available at the construction site. Work may begin immediately but the Corps must be notified of:

- a. The date of commencement of the work,
- b. The dates of work suspensions and resummptions of work, if suspended over a week, and
- c. The date of final completion.

This information should be mailed to the Special Projects and Enforcement Branch of the Regulatory Division of the Jacksonville District at 41 N. Jefferson Street, Suite 301, Pensacola, FL 32502. The Special Projects and Enforcement Branch is also responsible for inspections to determine whether Permittees have strictly adhered to permit conditions.

IT IS NOT LAWFUL TO DEVIATE FROM
THE APPROVED PLANS ENCLOSED.

Sincerely,

A handwritten signature in cursive script that reads "Shawn H. Zinszer".

for Shawn H. Zinszer
Chief, Regulatory Division

DEPARTMENT OF THE ARMY PERMIT

Permittee: Okaloosa County Board of County Commissioners
c/o John Hofstad, County Administrator
1250 N. Eglin Parkway, Suite 100
Shalimar, FL 32579

Permit No: SAJ-2012-02569-SP-EPS

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The construction of 3.03 acres of living shorelines to stabilize the eroding shoreline and create, restore, and enhance natural communities including oyster habitat breakwaters and saltwater marsh. An additional 1.23 acres landward of the breakwaters is for seagrass recruitment area; no work will occur within this 1.23-acre area. The project includes upland and wetland natural community enhancements including removal of exotic vegetation, native species plantings, and construction of osprey nesting platforms. A total of 0.24-acre of freshwater wetlands and 1.34 acres of uplands will be enhanced. Recreational and educational features including a primary elevated timber or concrete boardwalk with educational signage/kiosks providing information about the local ecosystem will also be constructed. The boardwalk will cross a total of 0.11-acre of wetlands over nine locations. Public access improvements including a 22-slip public access pier (0.40-acre over surface waters) with 577 linear feet of wave attenuation fence to provide temporary, day-use docking, staging dock improvements at the existing boat ramp (0.02-acre over surface waters), and a kayak/paddleboard launch (0.04-acre over surface waters) are also components of the project. The work described above is to be completed in accordance with the 5 pages of drawings and 4 attachments affixed at the end of this permit instrument.

Project Location: Waters of the United States (WOTUS) associated with Choctawhatchee Bay immediately north of the mouth of Santa Rosa Sound. The project site is located within and adjacent to Marler Park at 1275 Santa Rosa Boulevard, Ft. Walton Beach, FL 325484.

PERMIT NUMBER: SAJ-2012-02569-SP-EPS
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 2 of 10

Approximate Central Coordinates: Latitude: 30.399807°
Longitude: -86.592209°

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **May 16, 2023**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:
 - a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Special Projects and Enforcement Branch, Enforcement PM Address.
 - b. For electronic mail SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB).

The Permittee shall reference this permit number, SAJ-2012-02569 (SP-EPS), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit/Within 10 days from the date of initiating the work authorized by this permit for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.
3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attachment) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
4. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration. Permittee understands and agrees that Permittee shall have no claim against the Government for any loss of use of, or damage to, said permitted structure by the Government's actions taken in furtherance of navigation.

5. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

6. Erosion Control: Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work

areas to prevent the displacement of fill material outside the work area. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work has been completed and the site has been stabilized.

7. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.
8. **Regulatory Agency Changes:** Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Regulatory Office.
9. **Sea Turtle and Smalltooth Sawfish Conditions:** The Permittee shall comply with the attached National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006.
10. **Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with the attached National Marine Fisheries Service's "PDCs for In-Water Activities" dated November 20, 2017.
11. **Turbidity controls:**
 - a. Shall be used throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
 - b. Shall be made of material in which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]), and shall be monitored to ensure listed species are not entangled or trapped in the project area.
 - c. Shall be removed promptly when the work is complete and the water quality in the project area has returned to background conditions.
 - d. Shall not block entry to or exit from designated critical habitat.

12. All work on projects shall be performed only during daylight hours.
13. **Educational Signs:** Signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at:
(http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html). The signs required to be posted by area are stated below:
 - a. All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.
 - b. Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.
 - c. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.
14. **Monofilament Recycling Bins:** Monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:
 - a. Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.
 - b. Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.
15. **Manatee Conditions:** The Permittee shall comply with the attached "Standard Manatee Conditions for In-Water Work – 2011".
16. Seagrass bed edges shall be marked prior to any construction within 500 feet to ensure existing aquatic resources are protected. Vessels and equipment shall be excluded from operating, maneuvering, or anchoring/spudding in areas containing seagrasses. No staging of materials, vessels or equipment will occur in areas containing seagrasses. No impacts to seagrasses are authorized by this permit. Any impacts to seagrasses that may occur must be detailed on the Self Certification Form.
17. The living shoreline components shall be constructed in accordance with the attached Living Shorelines Monitoring and Adaptive Management Plan.

18. No building or fill materials, tools or other equipment shall be stockpiled in waters of the United States.
19. All contractors involved in this permitted activity shall be provided copies of this permit in its entirety. A copy shall remain on site at all times during construction.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403)

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344)

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413)

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

- d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

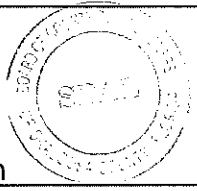
PERMIT NUMBER: SAJ-2012-02569-SP-EPS
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 9 of 10



(PERMITTEE)

7/17/18

(DATE)



Graham W. Fountain, Chairman

(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

for Shaune Hayes

(DISTRICT ENGINEER)
Jason A. Kirk, P.E.
Colonel, U.S. Army
District Commander

2 August 2018

(DATE)

PERMIT NUMBER: SAJ-2012-02569-SP-EPS
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 10 of 10

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEEE-SIGNATURE)

(DATE)

(NAME-PRINTED)

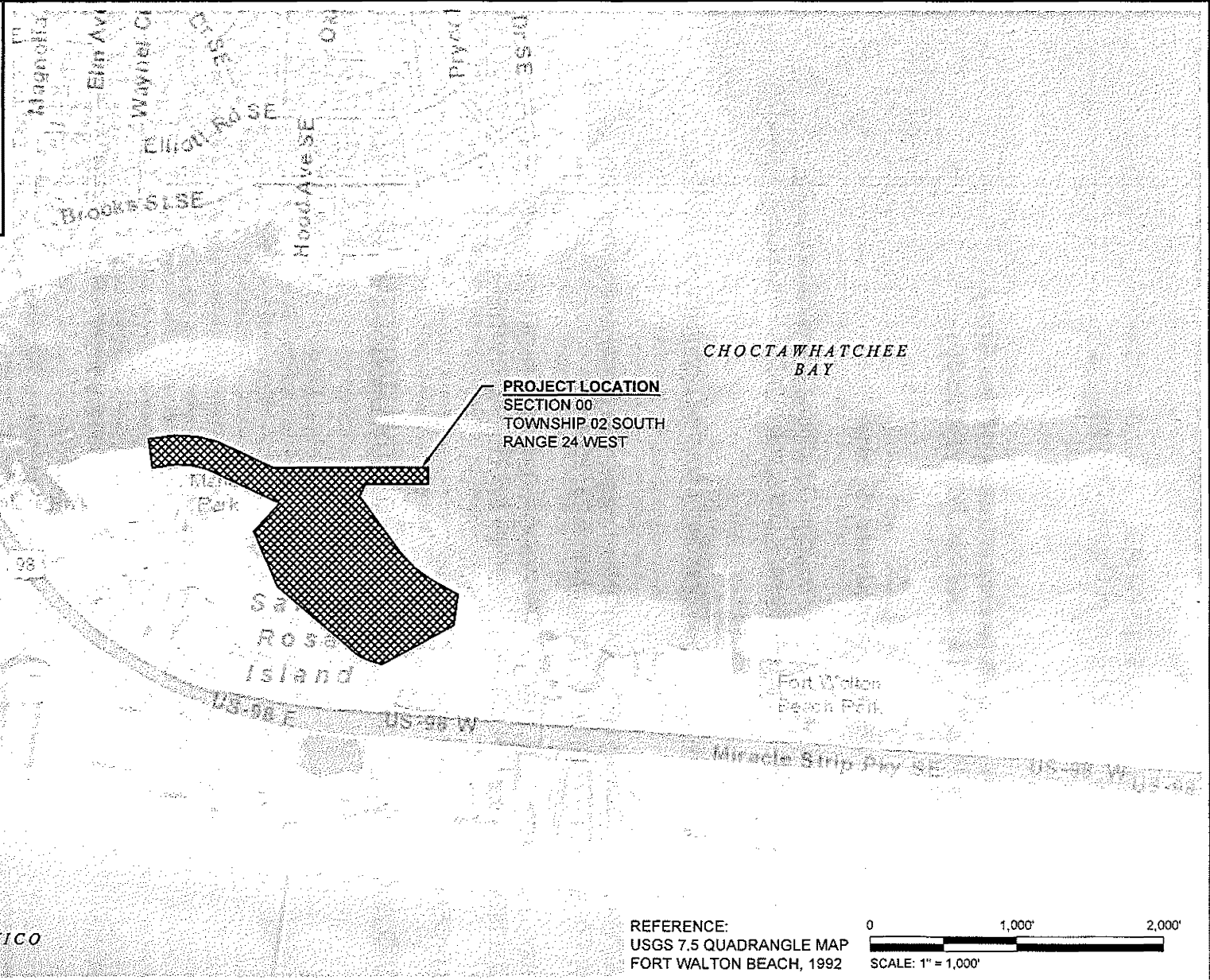
(ADDRESS)

(CITY, STATE, AND ZIP CODE)

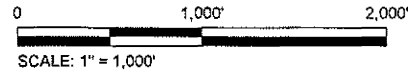
PERMIT NUMBER: SAJ-2012-02569-SP-EPS
PERMITTEE: Okaloosa County Board of County Commissioners
PAGE 11 of 10

***Attachments to Department of the Army
Permit Number SAJ-2012-02569***

1. PERMIT DRAWINGS: 28 pages, dated May 15, 2018
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. 3 pages.
3. MANATEE CONDITIONS: 2 pages, *Standard Manatee Conditions for In-Water Work – 2011*
4. SEA TURTLE – SAWFISH CONDITIONS: 1 page, *Sea Turtle and Smalltooth Sawfish Construction Conditions, revised March 23, 2006*
5. USACE JACKSONVILLE DISTRICT'S PROGRAMMATIC BIOLOGICAL OPINION (JaxBO) PROJECT DESIGN CRITERIA FOR IN-WATER ACTIVITIES
6. SELF-CERTIFICATION FORM: 1 page
7. LIVING SHORELINES MONITORING AND ADAPTIVE MANAGEMENT PLAN



REFERENCE:
USGS 7.5 QUADRANGLE MAP
FORT WALTON BEACH, 1992



TAYLOR ENGINEERING INC.
1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
PROJECT LOCATION MAP
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

| | |
|----------|---------------|
| PROJECT | C2014-006/069 |
| DRAWN BY | AF / RLJ |
| SHEET | 1 of 28 |
| DATE | FEB 2017 |

SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

CATY SHELL X:\S\PROJECTS\2014\063 OKA GREENSHORE BAYWALK\2014-069 OKA GREENSHORE BAYWALK\PERMIT\2014-069-PLLOCATION MAP.DWG 2/2/2017 11:01:30 AM

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GENERAL NOTES:

- DRAWING REFERENCES THE FLORIDA STATE PLANE NORTH, NORTH AMERICAN DATUM OF 1983 (NAD83)
- ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD88). ELEVATIONS IN FEET UNLESS NOTED OTHERWISE.
- AERIAL IMAGERY OBTAINED FROM ESRI (2010) AND GOOGLE EARTH (2013). AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY. NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THESE MAPS.
- FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT DRAWING FILE "GULF INTRACOASTAL WATERWAY WEST BAY TO SANTA ROSA SOUND CHOCTAWHATCHEE BAY, GIWW M. 224.0 - 225.0, 9897+00 - 9948+00, CONDITION SURVEY." SHEET 30 OF 59, DATED MARCH 2016.
- PARCEL BOUNDARIES OBTAINED FROM THE OKALOOSA COUNTY GIS DEPARTMENT ([HTTP://WEBGIS.OKALOOSAFL.COM/WEBGIS/](http://webgis.okaloosafl.com/webgis/)).
- EXISTING BOAT RAMP, RAMP STAGING DOCKS, AND FISHING PIER PERMITTED UNDER THE MARLER PARK RENOVATION PROJECT (FDEP PERMIT NO. 46-0210188-001-DF ISSUED JULY 2003 AND USACE PERMIT NO. 200202278(1P-TLZ) ISSUED MARCH 2004).
- BATHYMETRIC AND MEAN HIGH WATER LINE (MHWL) SURVEY PERFORMED BY SEASIDE ENGINEERING AND SURVEYING, LLC SEPTEMBER 2013. MHWL FIELD VERIFIED DECEMBER 2014.
- TOPOGRAPHIC SURVEY PERFORMED BY SEASIDE ENGINEERING AND SURVEYING, LLC DECEMBER 2014
- SEAGRASS SURVEY PERFORMED BY TAYLOR ENGINEERING, INC. SEPTEMBER 2013
- COASTAL WETLAND DELINEATION PERFORMED BY TAYLOR ENGINEERING, INC. SEPTEMBER 2013 AND FIELD VERIFIED BY FDEP ON SEPTEMBER 30, 2014.
- INLAND WETLAND DELINEATION PERFORMED BY TAYLOR ENGINEERING, INC. OCTOBER 2014 AND FIELD VERIFIED BY FDEP ON DECEMBER 16, 2014.
- OBSERVATION AREAS SHALL CONSIST OF MAINTAINED NATURAL AREAS. THE AREA SHALL BE BOUND BY POST AND ROPE, OR SIMILAR, TO DISCOURAGE FOOT TRAFFIC OUTSIDE OF THE MAINTAINED AREA. GROUND SURFACE TREATMENTS WITHIN THESE AREAS MAY INCLUDE GRAVEL, WOODCHIPS, OR SIMILAR.
- ALL FILL MATERIAL SHALL BE COMPRISED OF CLEAN SAND IN ACCORDANCE WITH THE OKALOOSA ISLAND COVENANTS AND RESTRICTIONS.

GENERAL DOCKING FACILITY NOTES:

- CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS
- BERTH DIMENSIONS REPRESENT THE OVERALL SLIP LENGTH AND WIDTH.
- NO LIVEBOARDS ARE PROPOSED
- NO FUELING FACILITIES OR SEWAGE PUMPOUTS ARE PROPOSED AT THIS FACILITY

- MATERIALS ARE SUBJECT TO CHANGE. PILE EMBEDMENT AND DIMENSIONS WILL BE DETERMINED DURING FINAL DESIGN.
- DOCK PILINGS WILL BE WRAPPED OR OTHERWISE MADE FROM NON-LEACHING MATERIALS.
- THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.

PROPOSED DOCK PLAN:

- TOTAL NUMBER OF SLIPS: 22
- TOTAL FIXED TIMBER PIER AREA = ~21,765 S.F.
 - A. ~407 S.F. EXISTING (RIGHT BOAT RAMP DOCK)
 - B. ~432 S.F. EXISTING (LEFT BOAT RAMP DOCK)
 - C. ~100 S.F. DEMOLISHED (TO BE REMOVED TO EXTEND RIGHT BOAT RAMP DOCK)
 - D. ~659 S.F. PROPOSED RIGHT BOAT RAMP DOCK EXTENSION
 - E. ~16,101 S.F. PROPOSED (MAIN ACCESS PIER; W/ GAZEBO & FINGER PIERS)
 - F. ~1,586 S.F. PROPOSED (KAYAK LAUNCH DOCK)
- FLEXIBLE MOORING AREA: ~500 LINER FEET
- PROPOSED SUBMERGED LAND LEASE TOTAL AREA: 48,230 S.F.
 - AREA 1: 1,325 S.F.
 - AREA 2: 1,776 S.F.
 - AREA 3: 7,768 S.F.
 - AREA 4: 37,361 S.F.

PROPOSED GRADING PLAN

- TOTAL MARSH CREATION FILL VOLUME = ~2,300 CY

ENVIRONMENTAL RESTORATION

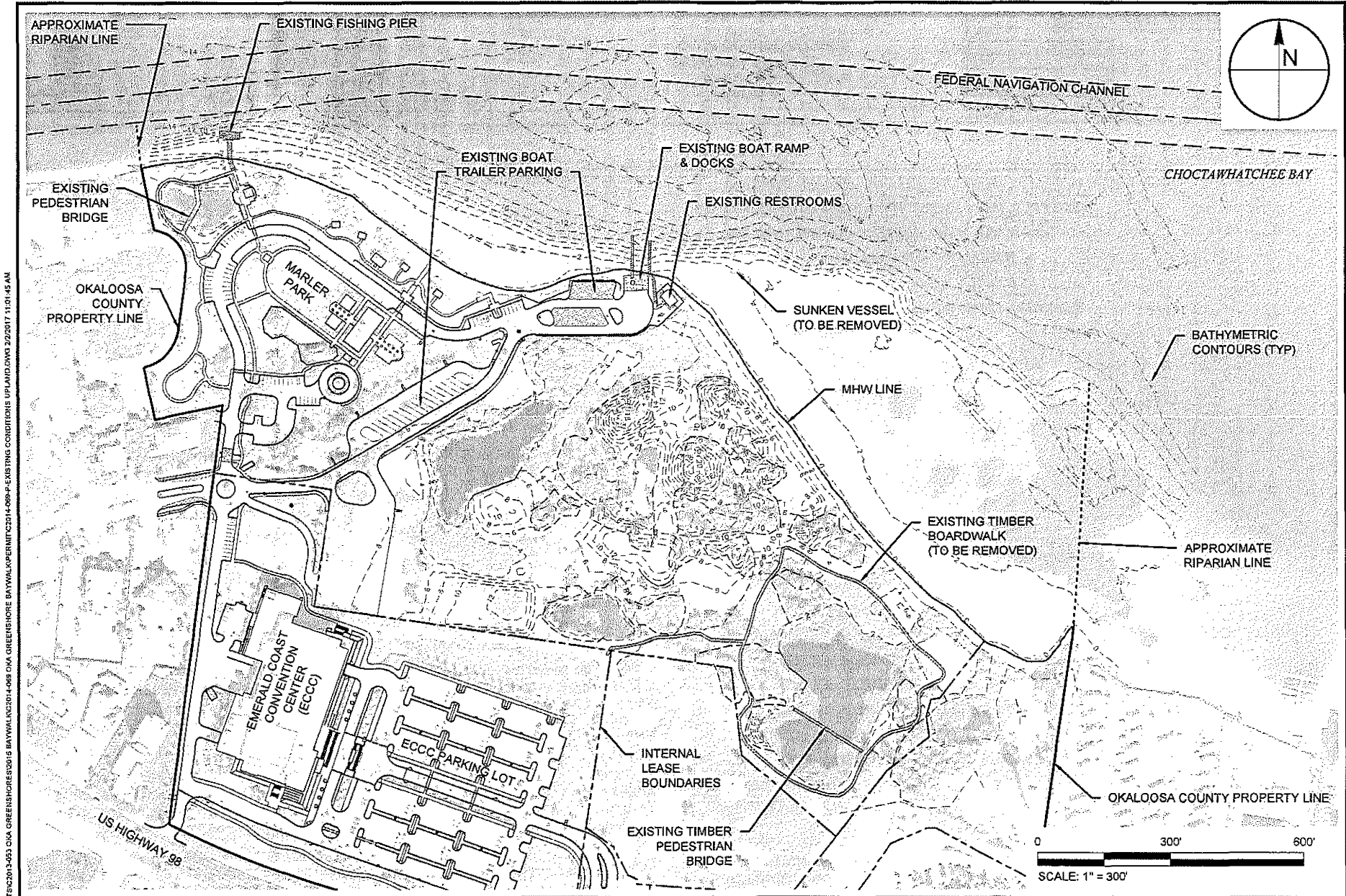
- OYSTER REEF (BREAKWATER) HABITAT: 1.42 ACRES
- SEAGRASS RECRUITMENT AREA: 1.23 ACRES
- SALTMARSH CREATION AREA: 1.03 ACRES
- SALTMARSH ENHANCEMENT AREA: 0.58 ACRES
- COASTAL UPLAND ENHANCEMENT AREA: 1.34 ACRES
- FRESHWATER WETLAND ENHANCEMENT AREA: 0.24 ACRES



TAYLOR ENGINEERING INC.
 1221 AIRPORT ROAD
 SUITE 210
 DESTIN FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
 PROJECT NOTES
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | | | |
|----------|---------------|--------------------------------|------|
| PROJECT | C2014-006/069 | SEAL | |
| DRAWN BY | AF / RLJ | | |
| SHEET | 2 of 28 | | |
| DATE | FEB 2017 | MATTHEW TRAMMELL, P.E. # 69244 | DATE |



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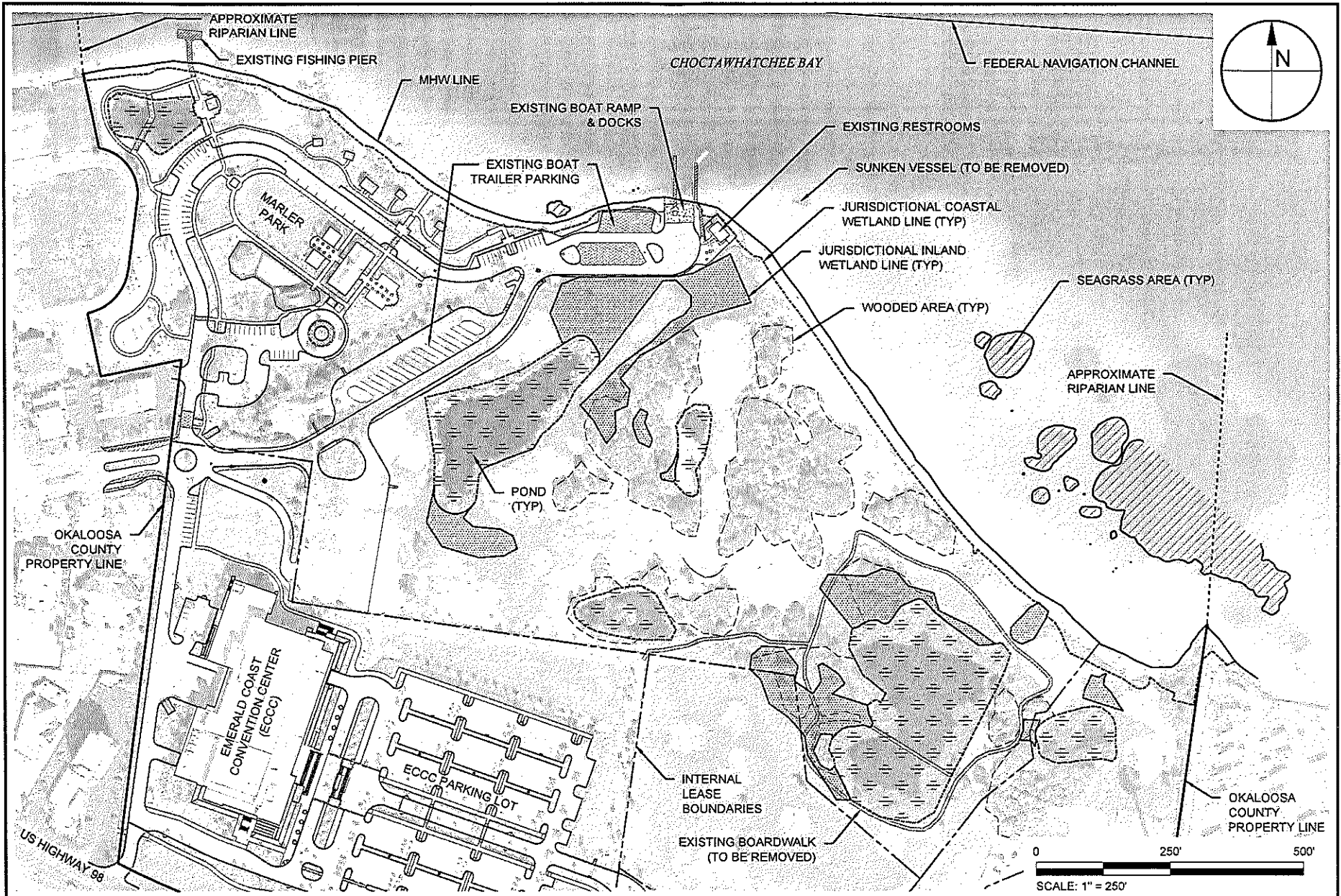
TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
 EXISTING CONDITIONS
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|---------------|------------------------------|
| PROJECT | C2014-006/069 | SEAL |
| DRAWN BY | AF / RLJ | |
| SHEET | 3 of 28 | |
| DATE | FEB 2017 | DATE |
| | | MATTHEW TRAMMELL P.E.# 88244 |

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



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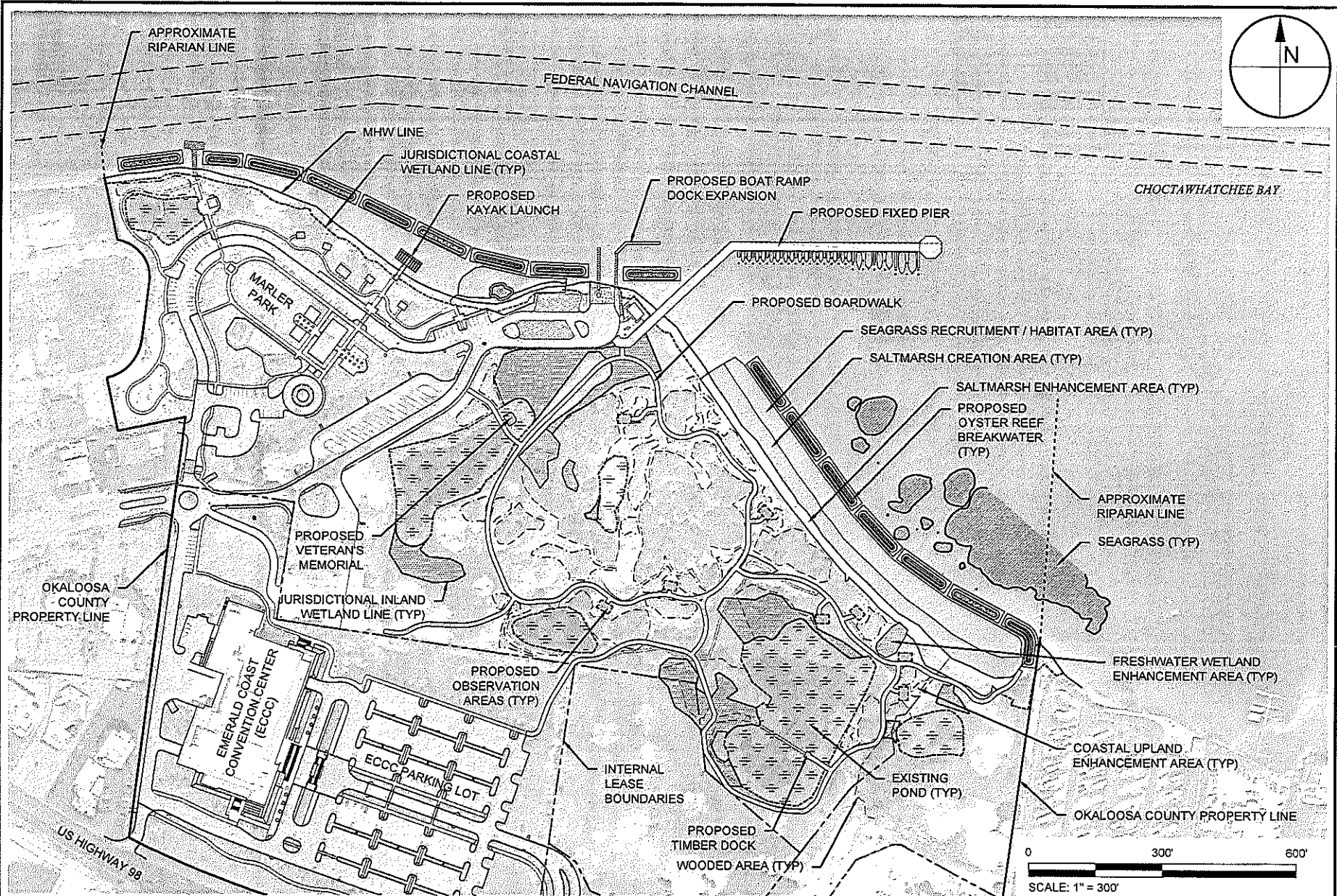
TAYLOR ENGINEERING INC.
 1221 AIRPORT ROAD
 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
 EXISTING ENVIRONMENTAL RESOURCES MAP
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|---------------|------------------------------|
| PROJECT | C2014-006/069 | SEAL |
| DRAWN BY | AF / RLJ | |
| SHEET | 4 of 28 | |
| DATE | FEB 2017 | |
| | | MATTHEW TRAMMELL P.E.# 69244 |
| | | DATE |

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

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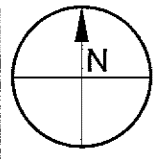


TAYLOR ENGINEERING INC.
 1221 AIRPORT ROAD
 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 5
 PROJECT OVERVIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|---------------|------------------------------|
| PROJECT | C2014-006/069 | SEAL |
| DRAWN BY | AF / RLJ | |
| SHEET | 5 of 28 | |
| DATE | FEB 2017 | |
| | | MATTHEW TRAMMELL P.E.# 69244 |
| | | DATE |

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



G:\PROJECTS\2017\1-063 OKA GREENSHORES\2016 BAYWALK\C2014-006.DWG GREENSHORE BAYWALK\BEAR\TC2014-006-P-SHEET-INDEX.DWG 3/2/2017 11:00:12 AM



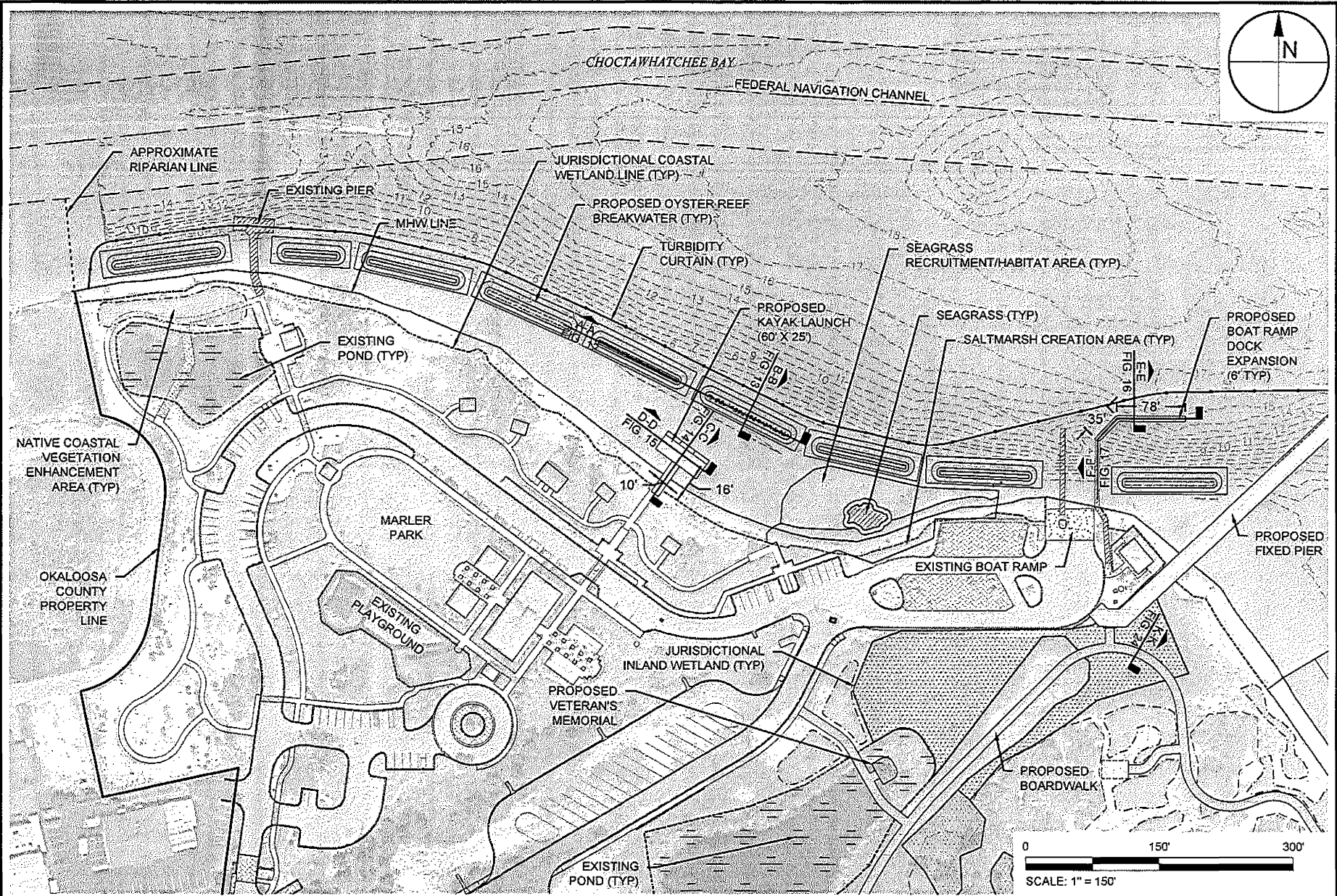
TAYLOR ENGINEERING INC.
 1221 AIRPORT ROAD
 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 6
 SHEET INDEX
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|---------------|------------------------------|
| PROJECT | C2014-006/069 | SEAL |
| DRAWN BY | AF / RLJ | |
| SHEET | 6 of 28 | |
| DATE | FEB 2017 | |
| | | MATTHEW TRAMMELL P.E.# 69244 |
| | | DATE |

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CATHY_SHELL.XIS\3\PROJECTS\2013-2015\OKALOOSA\GREENSHORES\005\BAYWALK\NC2014-069\WESTPLAN.DWG 2/20/17 11:02:21 AM

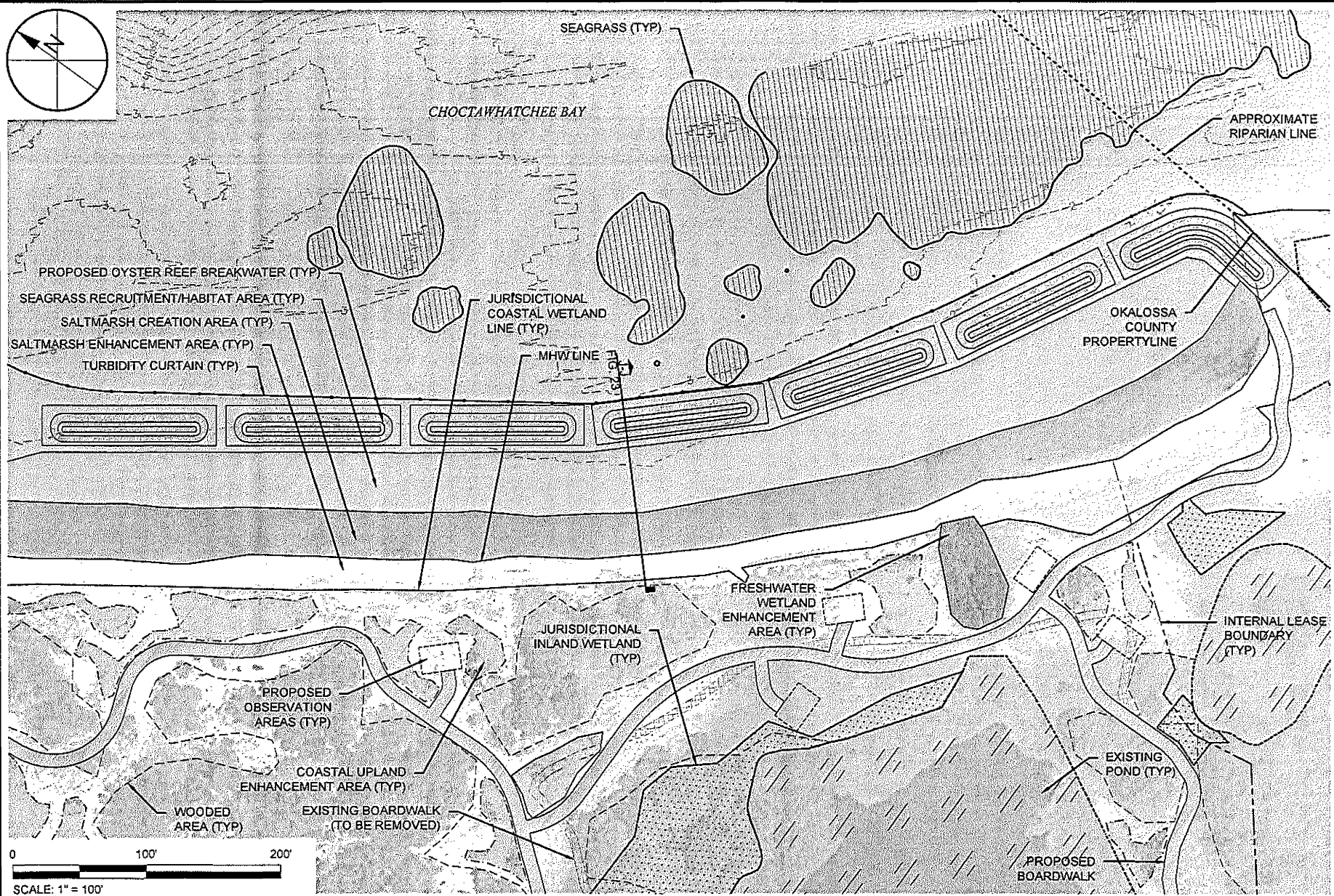


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FIGURE 7
 PROPOSED WEST SHORELINE PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | | | |
|----------|---------------|------------------------------|------|
| PROJECT | C2014-006/069 | SEAL | |
| DRAWN BY | AF / RLJ | | |
| SHEET | 7 of 28 | | |
| DATE | FEB 2017 | | |
| | | MATTHEW TRAMMELL P.E.# 69244 | DATE |

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CATHY SHELL X:\SYS-PROJECTS\C2014-069\C2014-069 OKA GREENSHORES0015 DAYWALK2014-069 P-CASITPLAN.DWG 2/20/17 11:02:39 AM



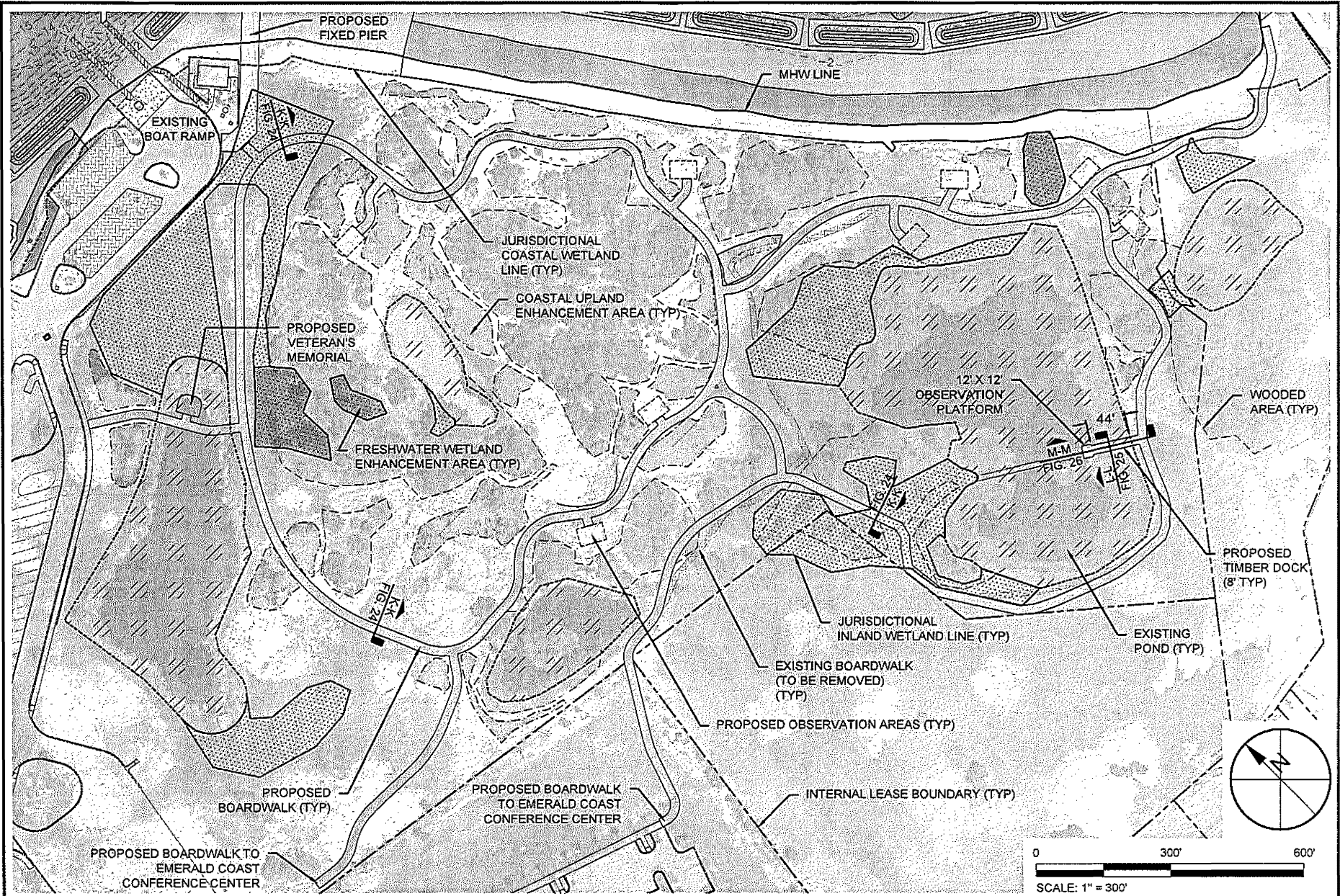
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FIGURE 9
 PROPOSED EAST SHORELINE PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | |
|----------|---------------|
| PROJECT | C2014-006/069 |
| DRAWN BY | AF / RLJ |
| SHEET | 9 of 28 |
| DATE | FEB 2017 |

| | |
|------------------------------|------|
| SEAL | |
| MATTHEW TRAMMELL P.E.# 69244 | DATE |

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CATHY SHELL X:\SYSTEMS\PROJECTS\2015-053 OKA GREENSHORE\2015 BAYWALK\2014-069 OKA GREENSHORE BAYWALK\PERMITS\C2014-069-P-BAYWALK.DWG 2/20/17 1:02:48 AM

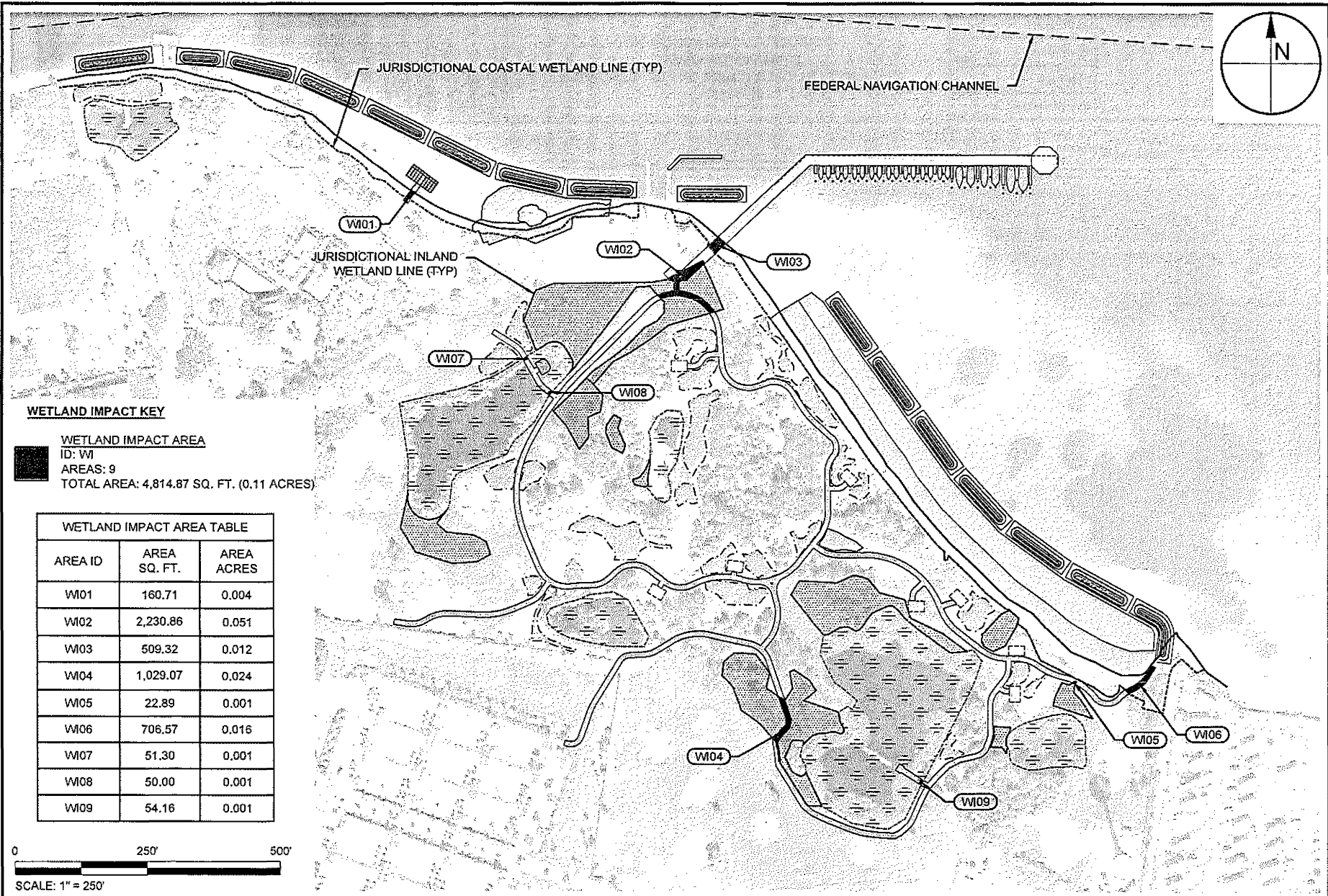
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FIGURE 10
 PROPOSED UPLAND IMPROVEMENTS PLAN VIEW
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|---------------|------------------------------|
| PROJECT | C2014-006/069 | SEAL |
| DRAWN BY | AF / RLJ | |
| SHEET | 10 of 28 | |
| DATE | FEB 2017 | DATE |
| | | MATTHEW TRAMMELL P.E.# 89244 |

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CATHY SHELL, KUSVIS PROJECTS 2013-03, OIA GREENSHORE BAYWALK C2014-069 OIA GREENSHORE BAYWALK PERMIT C2014-069 P-IMPACTS DWG 20/2017 11.02.55 AM



WETLAND IMPACT KEY

WETLAND IMPACT AREA
 ID: WI
 AREAS: 9
 TOTAL AREA: 4,814.87 SQ. FT. (0.11 ACRES)

| WETLAND IMPACT AREA TABLE | | |
|---------------------------|--------------|------------|
| AREA ID | AREA SQ. FT. | AREA ACRES |
| WI01 | 160.71 | 0.004 |
| WI02 | 2,230.86 | 0.051 |
| WI03 | 509.32 | 0.012 |
| WI04 | 1,029.07 | 0.024 |
| WI05 | 22.89 | 0.001 |
| WI06 | 706.57 | 0.016 |
| WI07 | 51.30 | 0.001 |
| WI08 | 50.00 | 0.001 |
| WI09 | 54.16 | 0.001 |

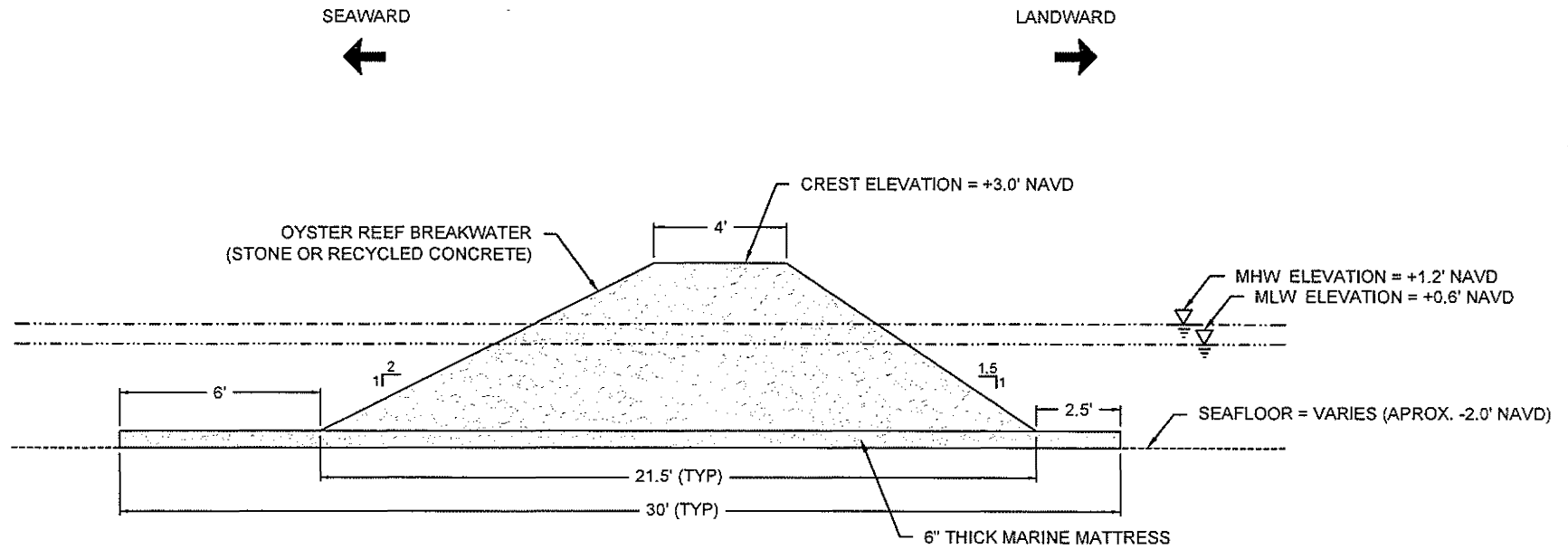
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FIGURE 11
 WETLAND IMPACT MAP
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|--------------------------------|------|
| PROJECT | C2014-006/069 | SEAL |
| DRAWN BY | AF / RLJ | |
| SHEET | 11 of 28 | |
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CATHY SHELL X:\SYS\PROJECTS\C2013-053 OKA GREENSHORES\018 BAYWALK\C2014-069 OKA GREENSHORE BAYWALK\PERMIT\C2014-069-P-SHORELINE\SECT.DWG 2/2/2017 11:03:06 AM



SECTION VIEW TYPICAL DETAIL
OYSTER REEF BREAKWATER

FIG. 7
8-8
 SCALE: 1" = 5'



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FIGURE 13
 OYSTER REEF BREAKWATER SECTION DETAIL
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|---------------|------------------------------|
| PROJECT | C2014-006/069 | SEAL |
| DRAWN BY | AF / RLJ | |
| SHEET | 13 of 28 | |
| DATE | FEB 2017 | |
| | | MATTHEW TRAMMELL P.E.# 69244 |
| | | DATE |

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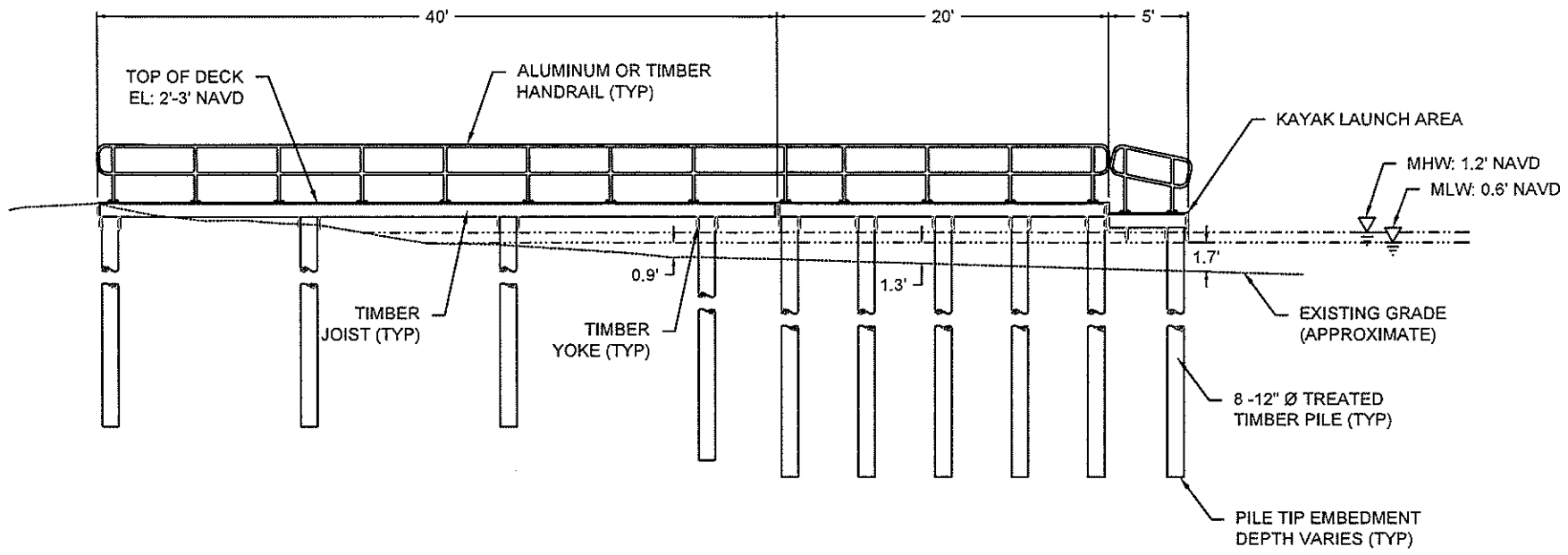


FIG. 7
C-C
TYPICAL SECTION VIEW KAYAK LAUNCH
SCALE: 1" = 10'
0 10'

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FIGURE 14
 KAYAK LAUNCH SECTION DETAIL C-C
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|---------------|------------------------------|
| PROJECT | C2014-006/069 | SEAL |
| DRAWN BY | AF / RLJ | |
| SHEET | 14 of 28 | |
| DATE | FEB 2017 | MATTHEW TRAMMELL P.E.# 69244 |
| | | DATE |

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CATRY SHELL X/SYS/PROJECTS/C2013-053 OKA GREENSHORES/019 BAYWALK/2014-069 OKA GREENSHORES BAYWALK/PERMIT/C2014-069-P-KAYAKLAUNCH.DWG 2/27/07 11:03:10 AM

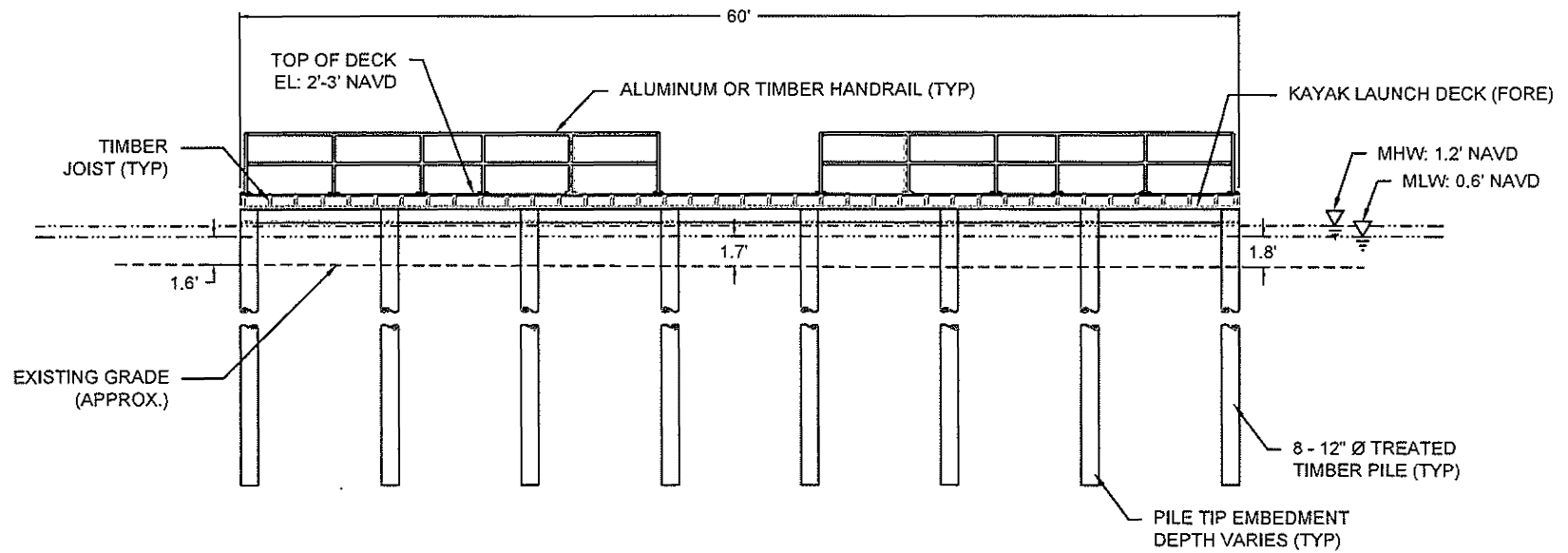


FIG. 7 TYPICAL SECTION VIEW KAYAK LAUNCH
 D-D SCALE: 1" = 10'



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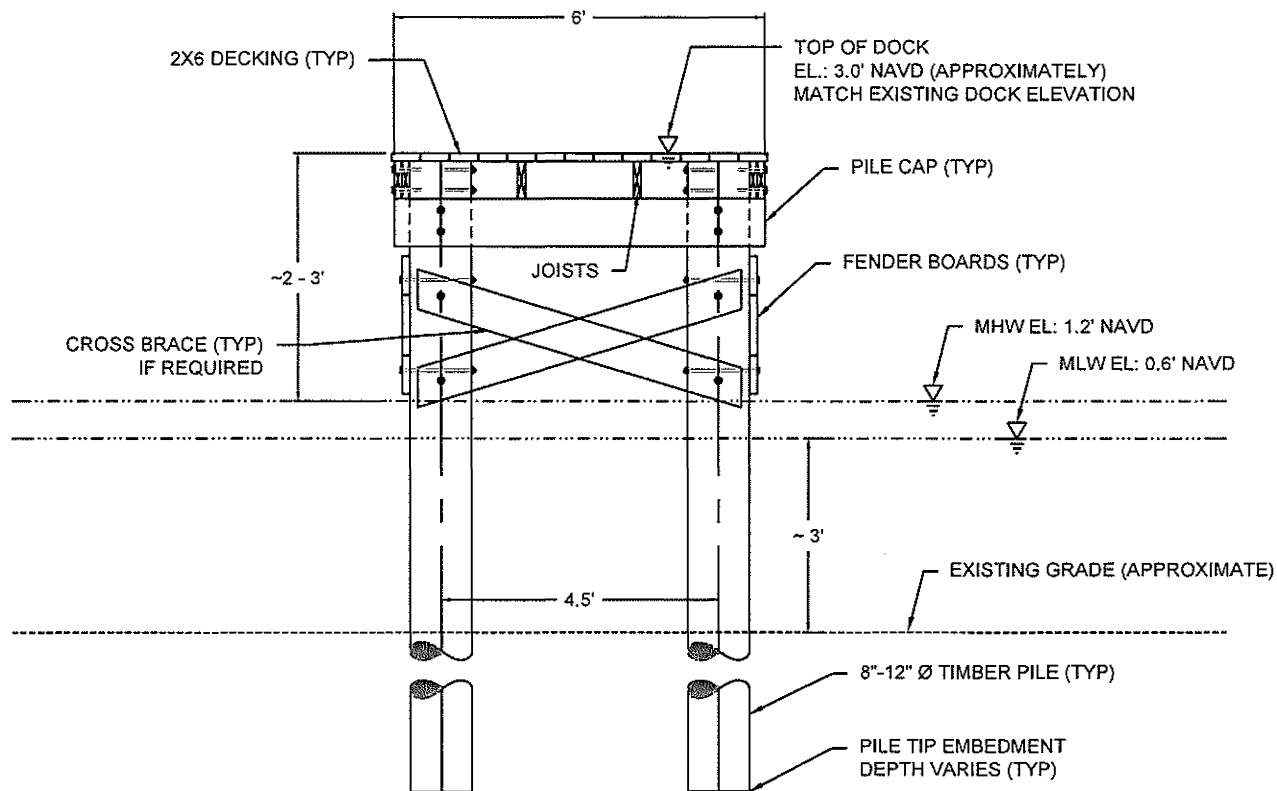
FIGURE 15
 KAYAK LAUNCH SECTION DETAIL D-D
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | |
|----------|---------------|
| PROJECT | C2014-006/069 |
| DRAWN BY | AF / RLJ |
| SHEET | 15 of 28 |
| DATE | FEB 2017 |

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|------------------------------|------|
| SEAL | |
| MATTHEW TRANMELL P.E.# 69244 | DATE |

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CATHY SHELL, X:\SYS\PROJECTS\2013-093 OKA GREENSHORES\3015 BAYWALK\2014-069 OKA GREENSHORES BAYWALK\PERMIT\2014-069-P-PIER DETAIL.DWG 2/2/2017 11:03:18 AM



F7 & F8
E-E

**SECTION VIEW TYPICAL DETAIL
TIMBER DOCK EXTENSION**

SCALE: 1" = 3'



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FIGURE 16
TIMBER DOCK SECTION VIEW TYPICAL DETAL E-E
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

PROJECT C2014-006/069

DRAWN BY AF / RLJ

SHEET 16 of 28

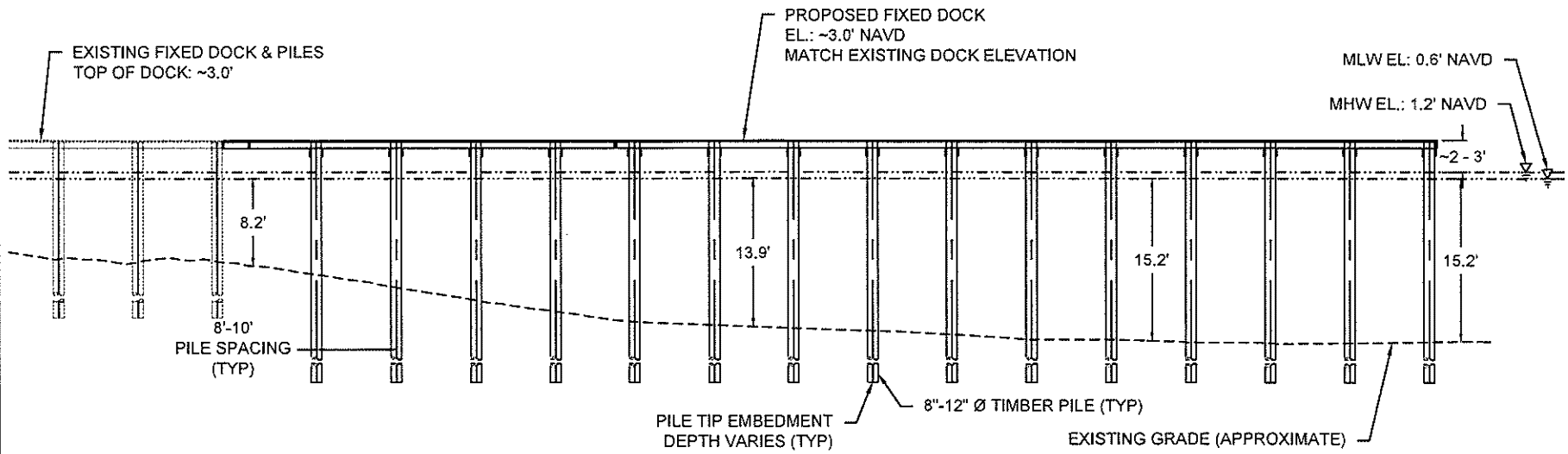
DATE FEB 2017

SEAL

MATTHEW TRAMNELL P.E.# 69244

DATE

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**SECTION VIEW TYPICAL DETAIL
TIMBER DOCK EXTENSION**

(F7 & F8)
F-F

SCALE: 1" = 15'



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FIGURE 17
TIMBER DOCK SECTION VIEW TYPICAL DETAIL F-F
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

| | | |
|----------|------------------------------|------|
| PROJECT | C2014-006/069 | SEAL |
| DRAWN BY | AF / RLJ | |
| SHEET | 17 of 28 | |
| DATE | FEB 2017 | |
| | MATTHEW TRAMMELL P.E.# 69244 | DATE |

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CATVY SHELL X/SYS/PROJECTS/C2014-063 OKA GREENSHORE BAYWALK/PERMIT/C2014-068 OKA GREENSHORE BAYWALK/PERMIT/C2014-068-P-PIER DETAIL.DWG 2/2/2017 11:03:20 AM

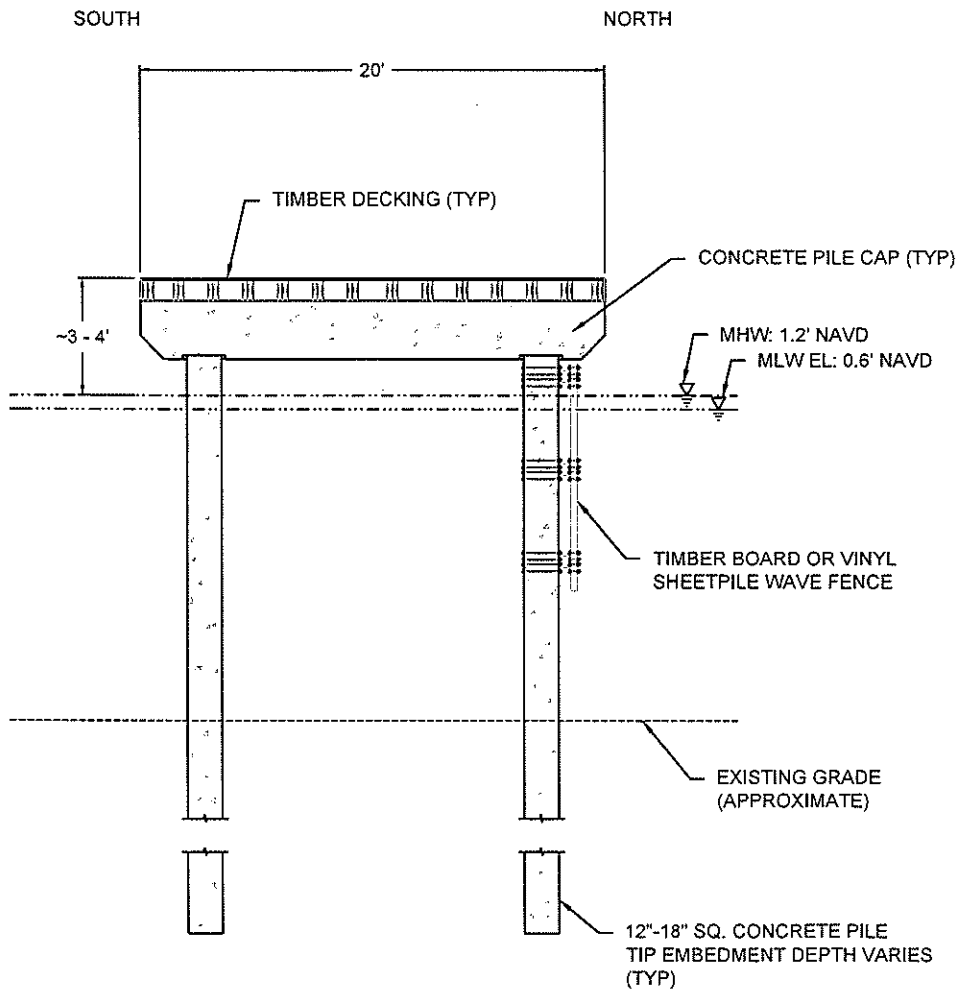


FIG. 8
G-G
SECTION VIEW TYPICAL DETAIL
FIXED PIER DOCK
SCALE: 1" = 8'

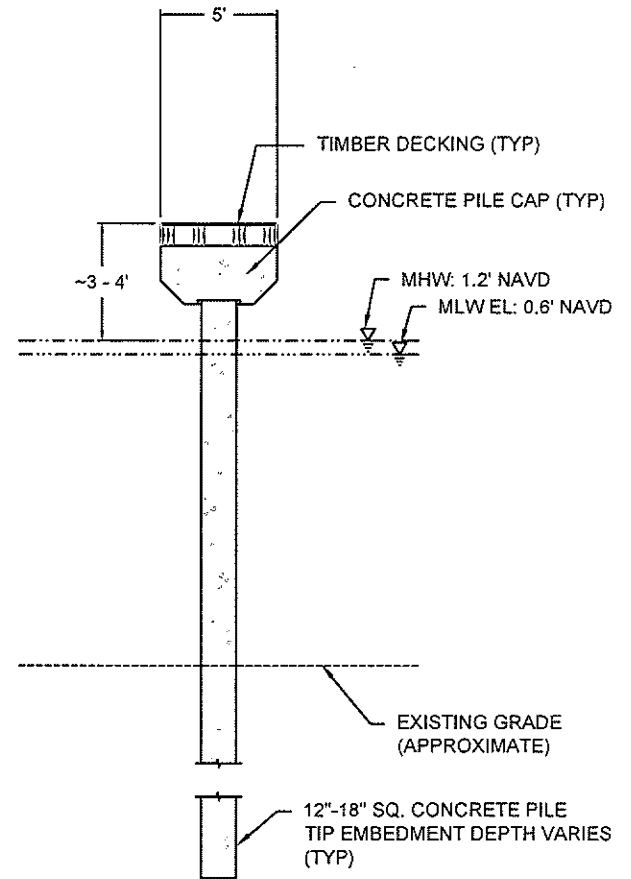


FIG. 8
H-H
SECTION VIEW TYPICAL DETAIL
FINGER PIER DOCKS
SCALE: 1" = 8'



TAYLOR ENGINEERING INC.

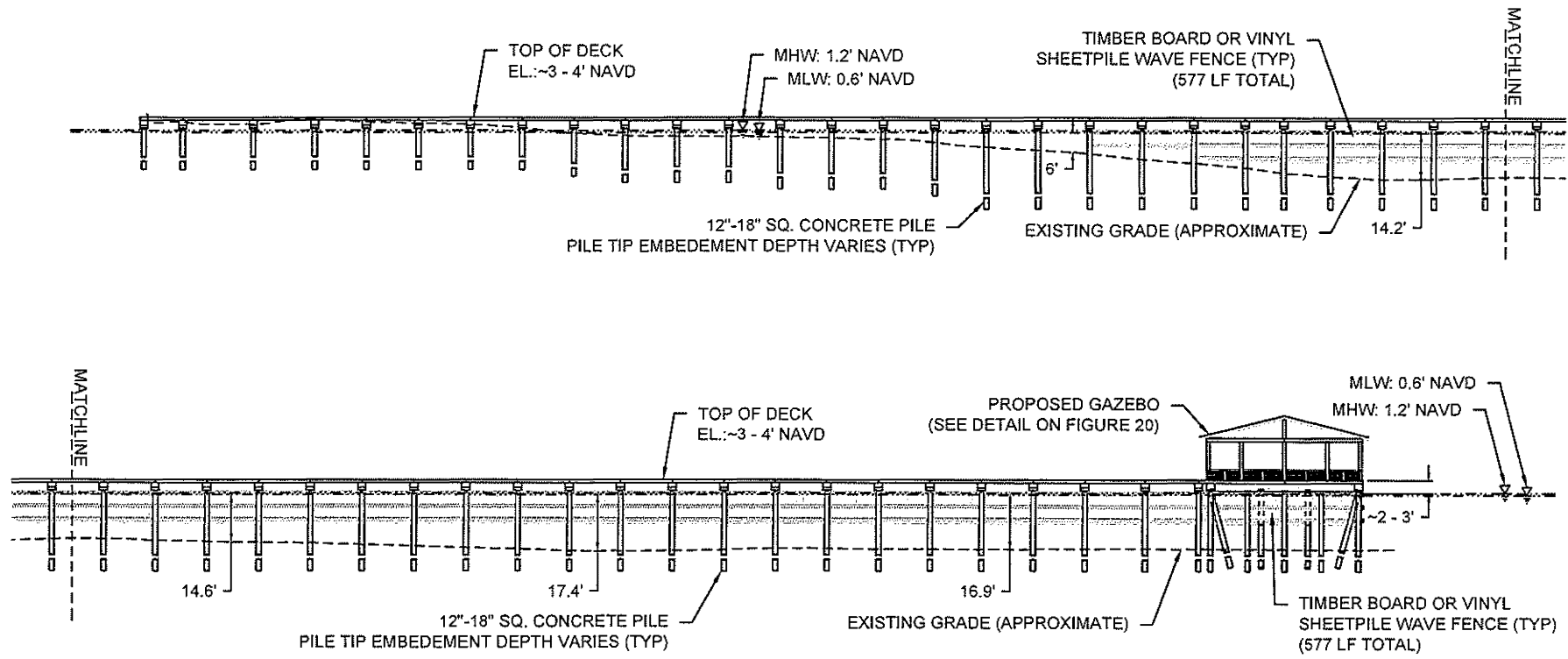
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FIGURE 18
FIXED PIER DOCK SECTION VIEW TYPICAL DETAILS G-G & H-H
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

| | |
|----------|---------------|
| PROJECT | C2014-006/069 |
| DRAWN BY | AF / RLJ |
| SHEET | 18 of 28 |
| DATE | FEB 2017 |

| | |
|--------------------------------|------|
| SEAL | |
| MATTHEW TRAMMELL, P.E. # 69244 | DATE |

CATHY SHELL X:\SYS\PROJECTS\C2014-003 OKA GREENSHORE BAYWALK\PROJECTS\C2014-006 P-PIER DETAIL.DWG 4/19/2017 6:27:44 PM



**SECTION VIEW TYPICAL DETAIL
FIXED PIER DOCK**

FIG. 8
I-I

SCALE: 1" = 50'

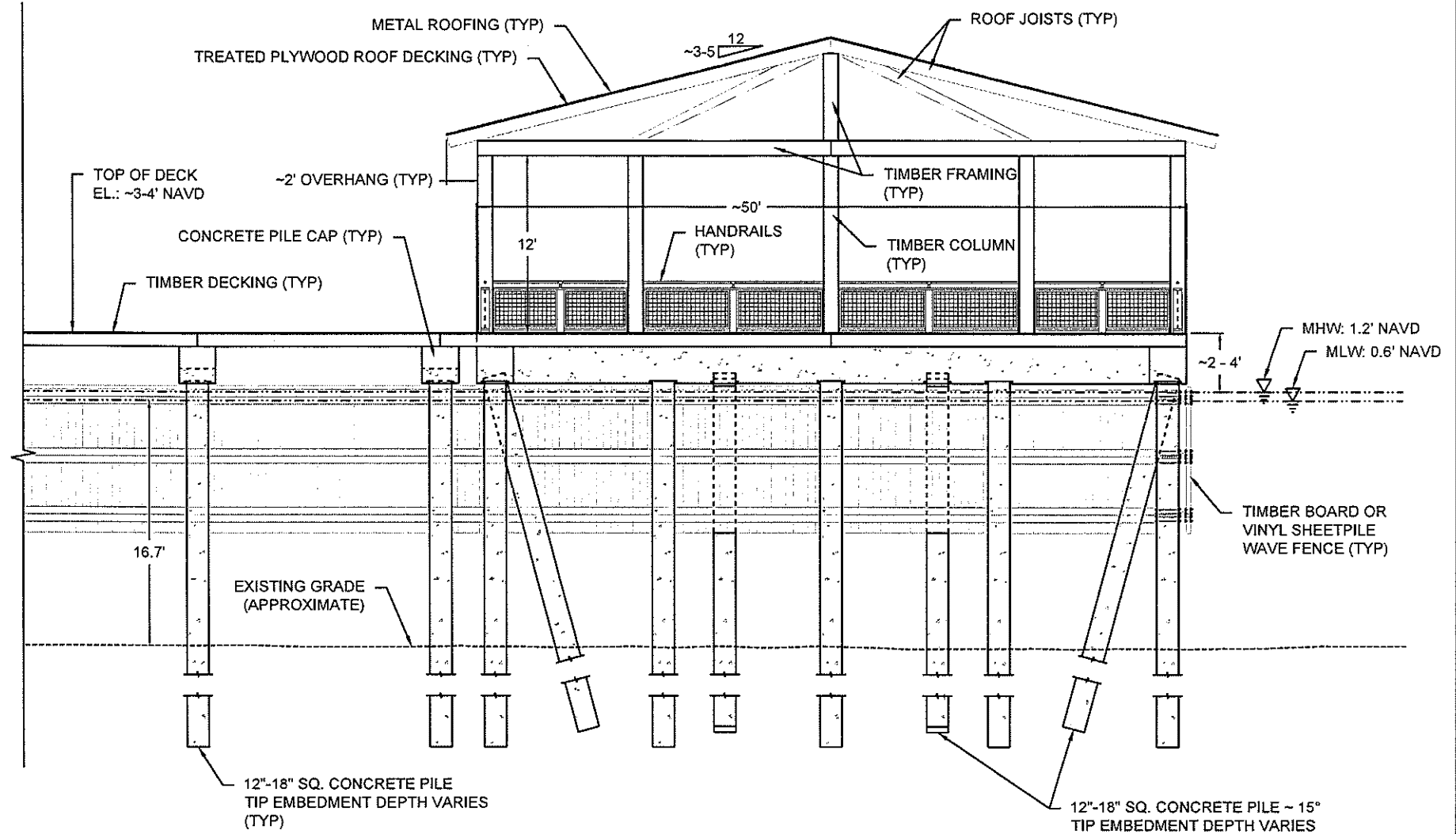
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FIGURE 19
FIXED PIER DOCK SECTION VIEW TYPICAL DETAIL I-I
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

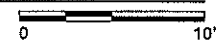
| | | |
|----------|------------------------------|------|
| PROJECT | C2014-006/069 | SEAL |
| DRAWN BY | AF / RLJ | |
| SHEET | 19 of 28 | |
| DATE | FEB 2017 | |
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**SECTION VIEW TYPICAL DETAIL
FIXED PIER DOCK GAZEBO**
SCALE: 1" = 10'

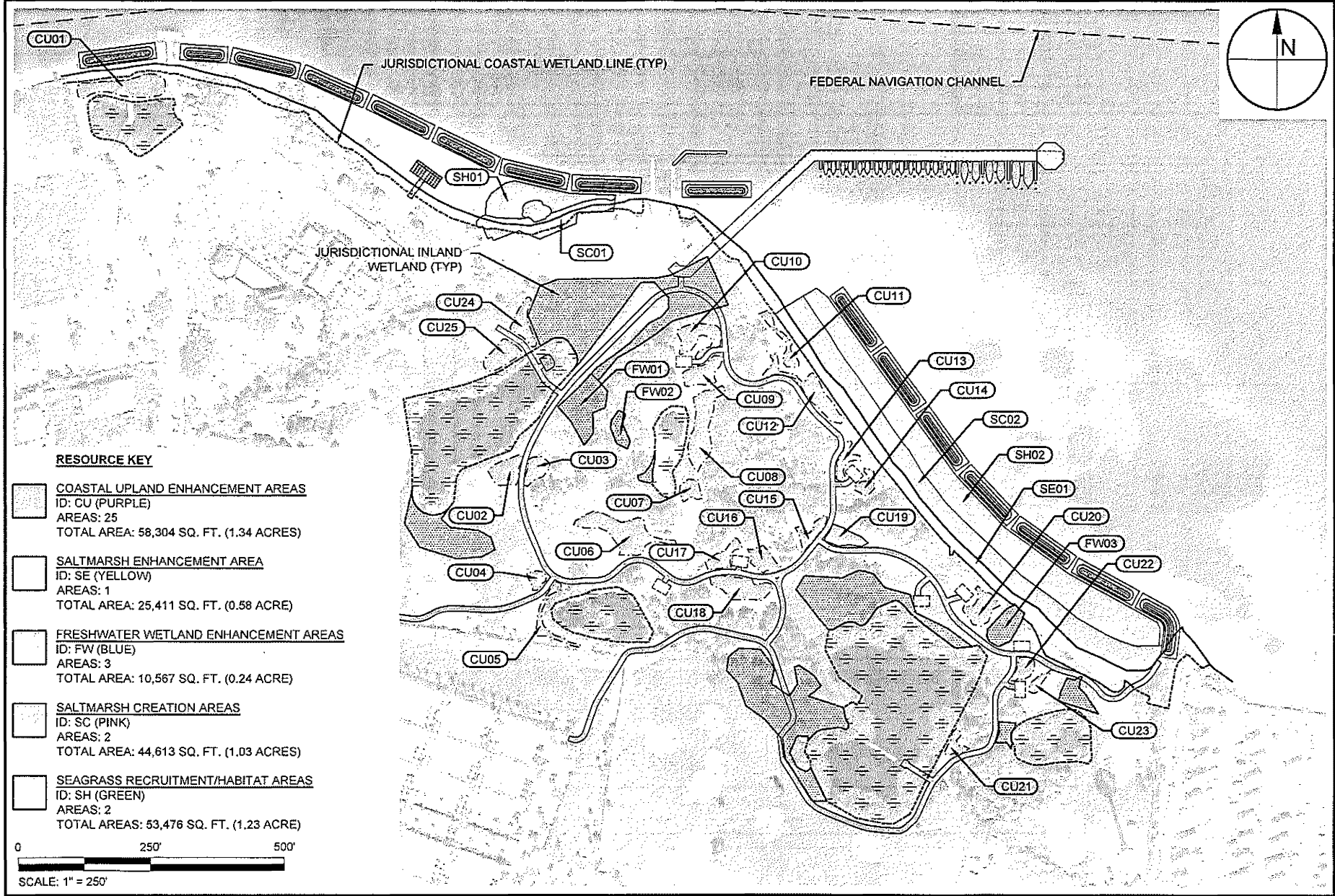


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FIGURE 20
FIXED PIER DOCK GAZEBO SECTION VIEW TYPICAL DETAIL
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

| | | |
|----------|---------------|------------------------------|
| PROJECT | C2014-006/069 | SEAL |
| DRAWN BY | AF / RLJ | |
| SHEET | 20 of 28 | |
| DATE | FEB 2017 | MATTHEW TRAMMELL P.E.# 69244 |
| | | DATE |

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CATRY SHELL X:\S\PROJECTS\2013\051 OKA GREENSHORES\2015 BAYWALK\2014\069 OKA GREENSHORES\2015 BAYWALK\2014\069 OKA GREENSHORES\2015 BAYWALK\2014\069-P-RESTORATION.DWG 2/2/2017 11:03:31 AM



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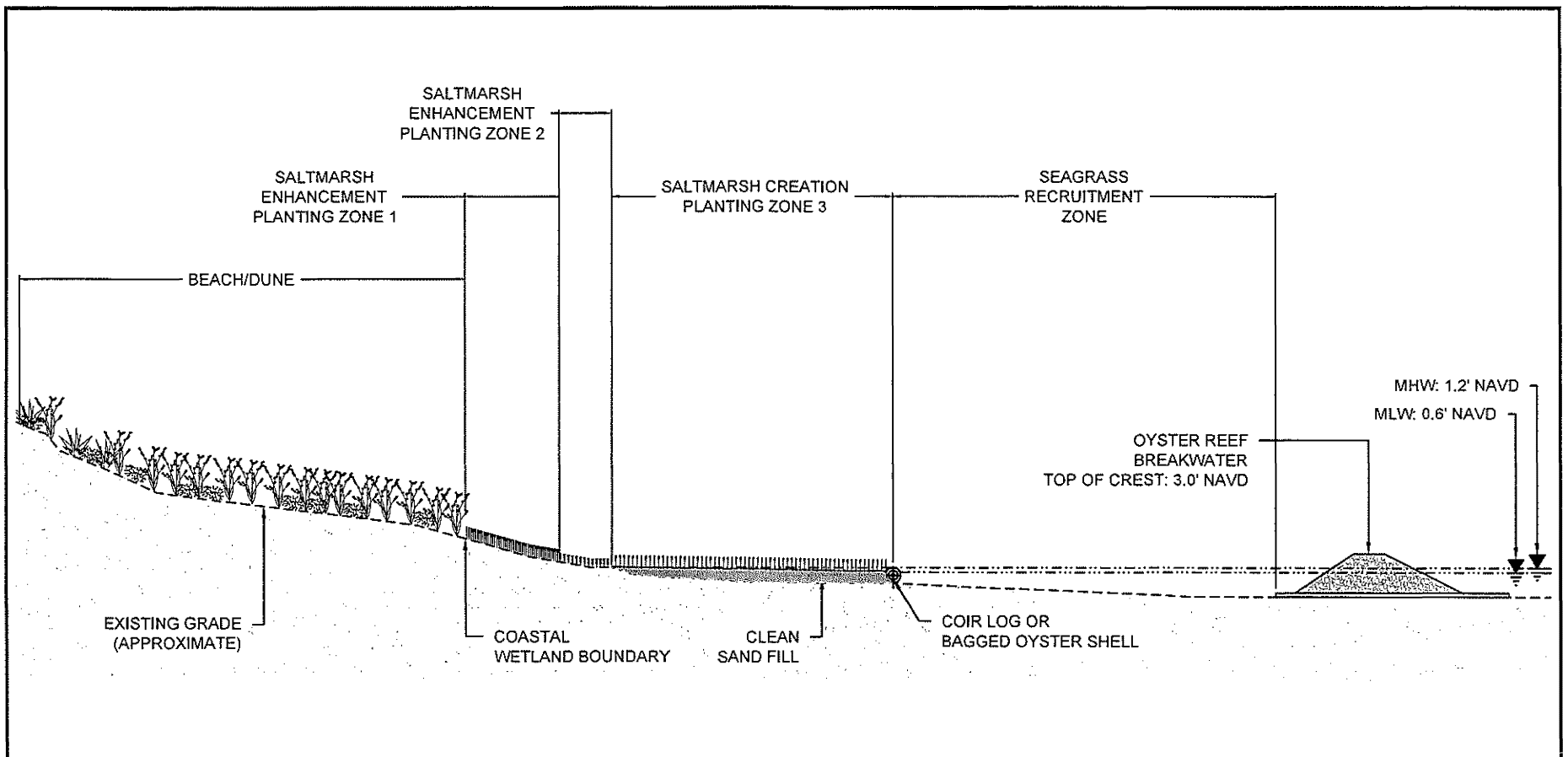
FIGURE 21
 ENVIRONMENTAL RESOURCES IMPROVEMENTS MAP
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | |
|----------|---------------|
| PROJECT | C2014-006/069 |
| DRAWN BY | AF / RLJ |
| SHEET | 21 of 28 |
| DATE | FEB 2017 |

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CATHY SHELL 2:53:51 PM PROJECTS/C2014-069 OKALOOSA GREENSHORES/015 BAYWALK/C2014-069 OKALOOSA GREENSHORES/015 BAYWALK/SECTION 23 OF 23 11:03:40 AM



| PLANTING SCHEDULE | | | | |
|-------------------|---------------------|------------------------------|----------|---------------|
| ZONE | COMMON NAME | SCIENTIFIC NAME | SIZE | DENSITY |
| 1 | MARSH-HAY CORDGRASS | <i>Spartina patens</i> | 2" LINER | 12" ON CENTER |
| 2 | BLACK NEEDLERUSH | <i>Juncus roemerianus</i> | 2" LINER | 12" ON CENTER |
| 3 | SMOOTH CORDGRASS | <i>Spartina alterniflora</i> | 2" LINER | 12" ON CENTER |

FIG. 9 LIVING SHORELINE TYPICAL CROSS SECTION
 J-J NOT TO SCALE

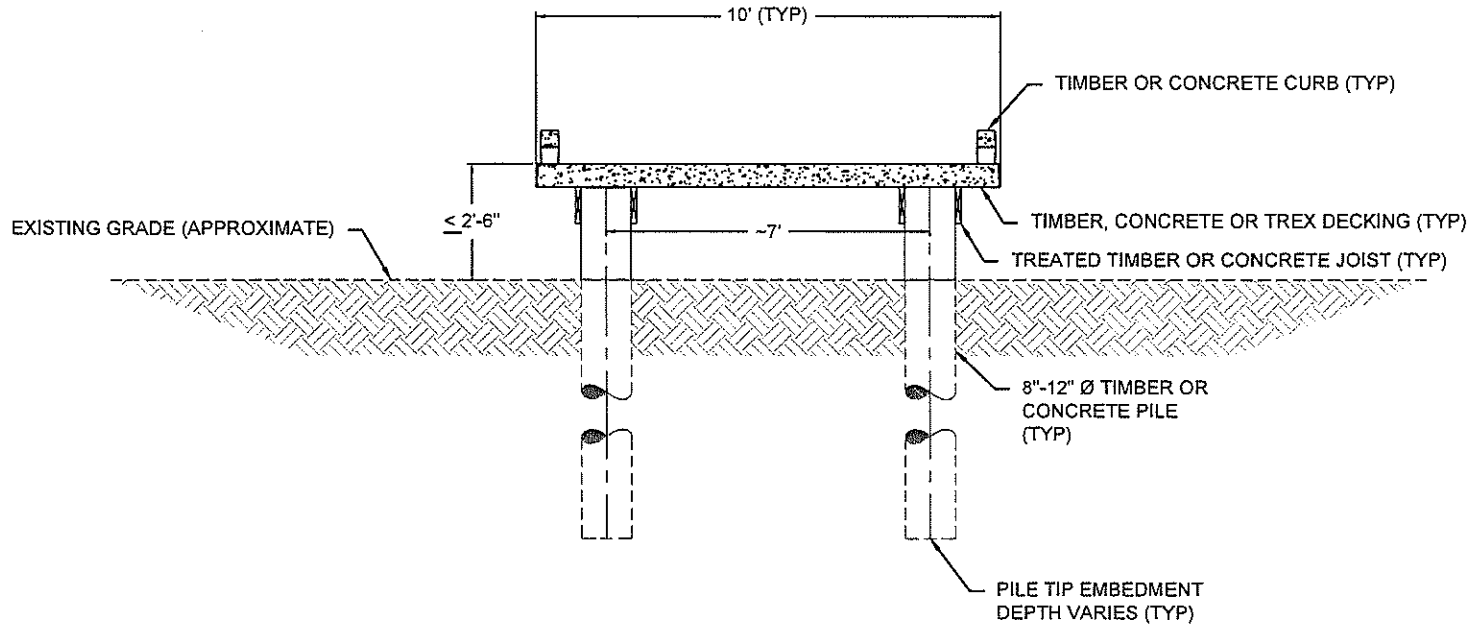
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 DESTIN, FL 32541
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FIGURE 23
 LIVING SHORELINE TYPICAL CROSS SECTION
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|--------------------------------|------|
| PROJECT | C2014-006/069 | SEAL |
| DRAWN BY | AF / RLJ | |
| SHEET | 23 of 28 | |
| DATE | FEB 2017 | |
| | MATTHEW TRAMMELL, P.E. # 69244 | DATE |

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

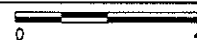
CATHY SHELL X:\S\PROJECTS\2015-063 OKA GREENSHORE\2015 BAYWALK\2014-069 OKA GREENSHORE BAYWALK\PERMIT\2014-069-P-BAYWALK\DETAIL.DWG 2/20/17 11:02:43 AM



**TYPICAL SECTION DETAIL
BOARDWALK**

FIG. 10
K-K

SCALE: 1" = 4'



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FIGURE 24
BOARDWALK TYPICAL SECTION DETAIL L-L
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

| | |
|----------|---------------|
| PROJECT | C2014-006/069 |
| DRAWN BY | AF / RLJ |
| SHEET | 24 of 28 |
| DATE | FEB 2017 |

| | |
|--------------------------------|------|
| SEAL | |
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CATHY SHELL 3/18/16 PROJECTS/C2013-053-OXA GREENSHORES3015 BAYWALK/C2014-069-OXA GREENSHORE BAYWALK/PERMIT/C2014-069-P-POVIDDOCK.DWG 2/22/17 11:03:48 AM

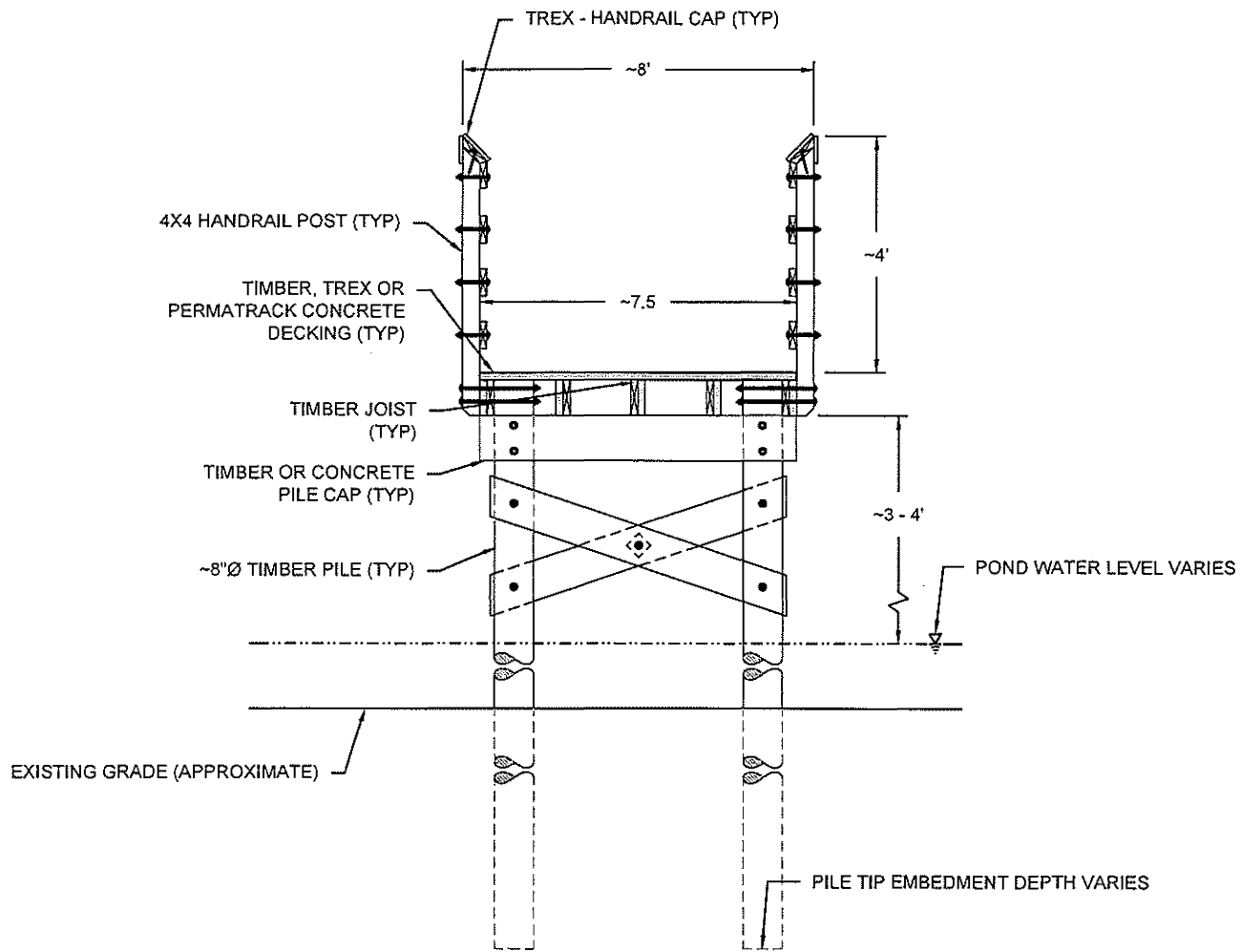
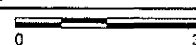


FIG. 10
L-L

SECTION VIEW TYPICAL DETAIL
TIMBER DOCK AT POND

SCALE: 1" = 3'



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FIGURE 25
TIMBER DOCK AT POND TYPICAL SECTION VIEW DETAIL L-L
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

| | |
|----------|---------------|
| PROJECT | C2014-006/069 |
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| SHEET | 25 of 28 |
| DATE | FEB 2017 |

| | |
|--------------------------------|------|
| SEAL | |
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CATHY SHELL, X:\S\PROJECTS\C2013-069, C:\A GREENSHORE\2015 BAYWALK\C2014-069, C:\A GREENSHORE\2014-069-P-CO\DOCK.DWG, 2/22/2017 11:02:49 AM

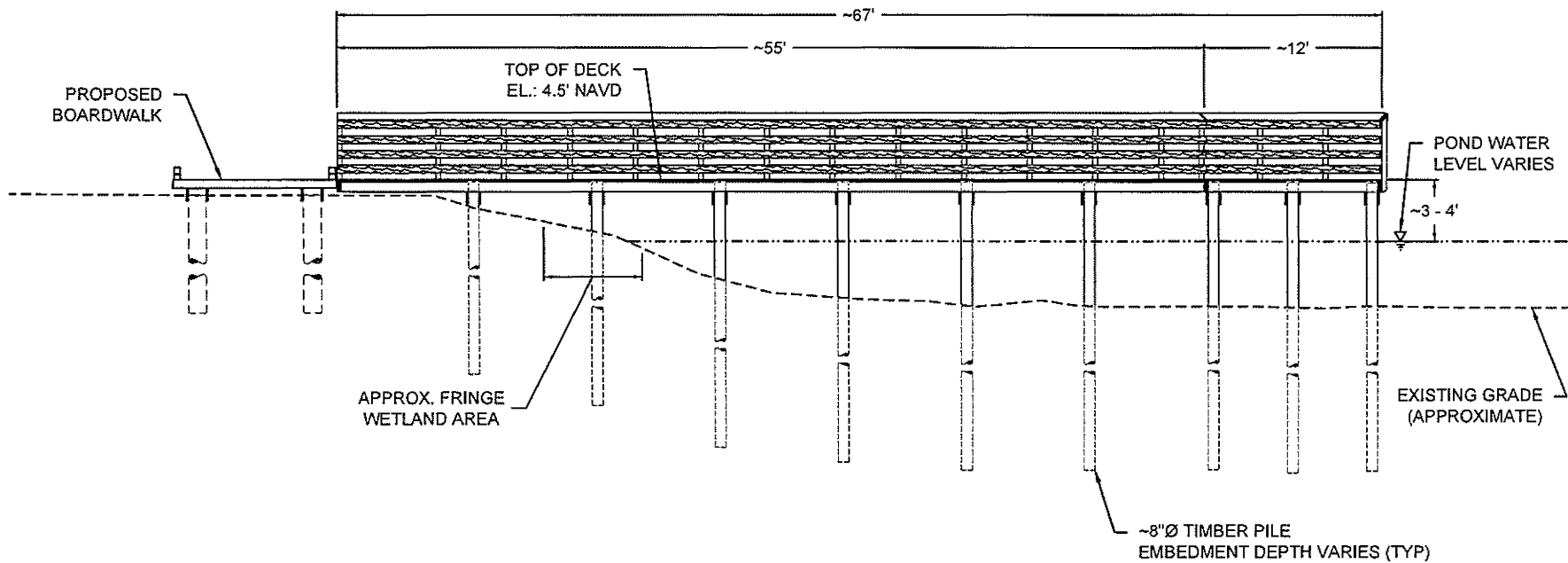
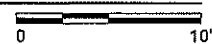


FIG. 10
M-M

SECTION VIEW TYPICAL DETAIL
TIMBER DOCK AT POND

SCALE: 1" = 10'



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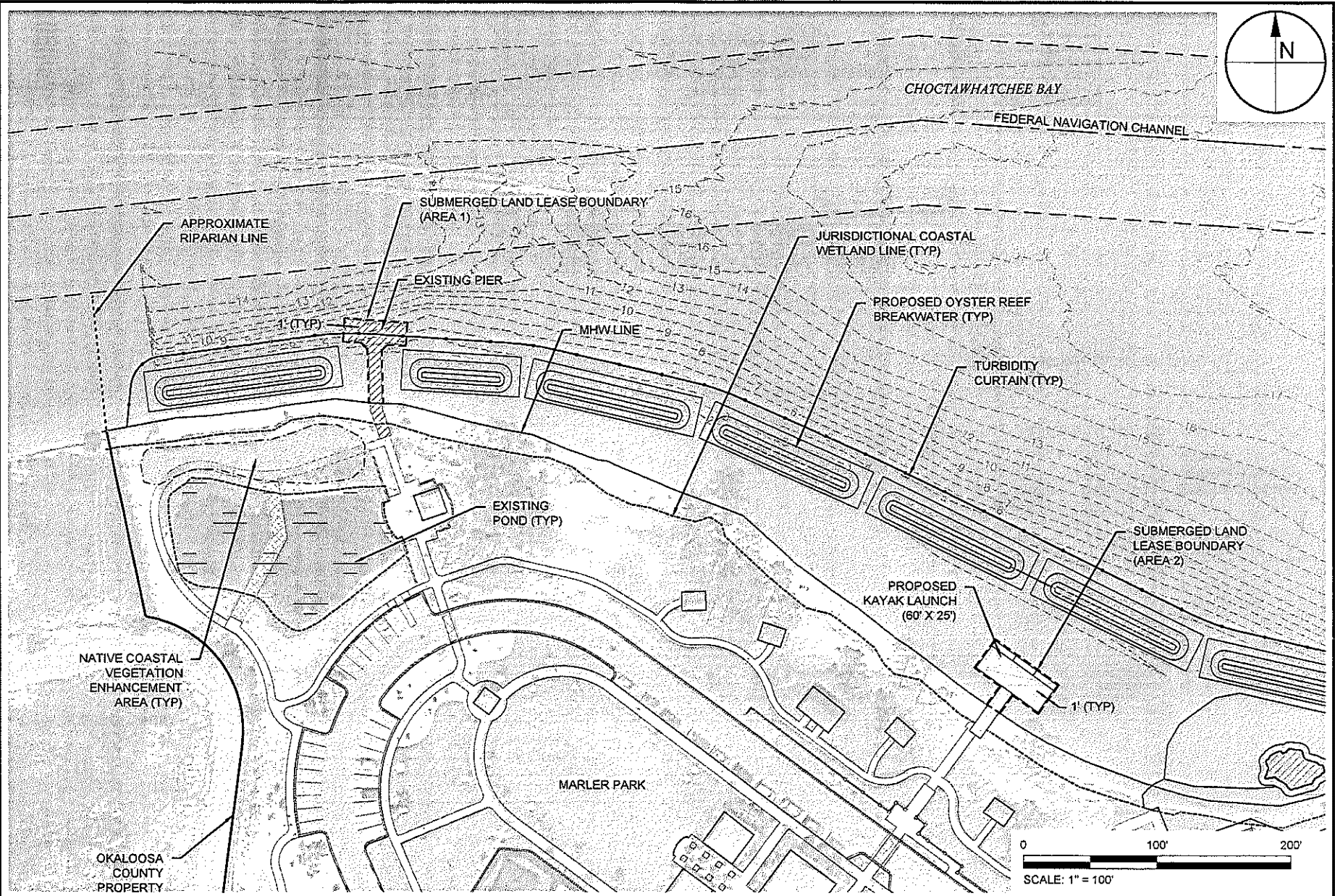
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FIGURE 26
TIMBER DOCK AT POND TYPICAL SECTION VIEW DETAIL M-M
OKALOOSA BAYWALK
OKALOOSA COUNTY, FLORIDA

| | |
|----------|---------------|
| PROJECT | C2014-006/069 |
| DRAWN BY | AF / RLJ |
| SHEET | 26 of 28 |
| DATE | FEB 2017 |

| | | | |
|------|--------------------------------|------|--|
| SEAL | | DATE | |
| | MATTHEW TRAMMELL, P.E. # 89244 | | |

CATHY SNEEL X:\SY2\PROJECTS\2013-2014\03 OKALOOSA BAYWALK\PERMIT\2014-006-P-LANDLEASE WEST.DWG 3/22/2017 11:03:58 AM

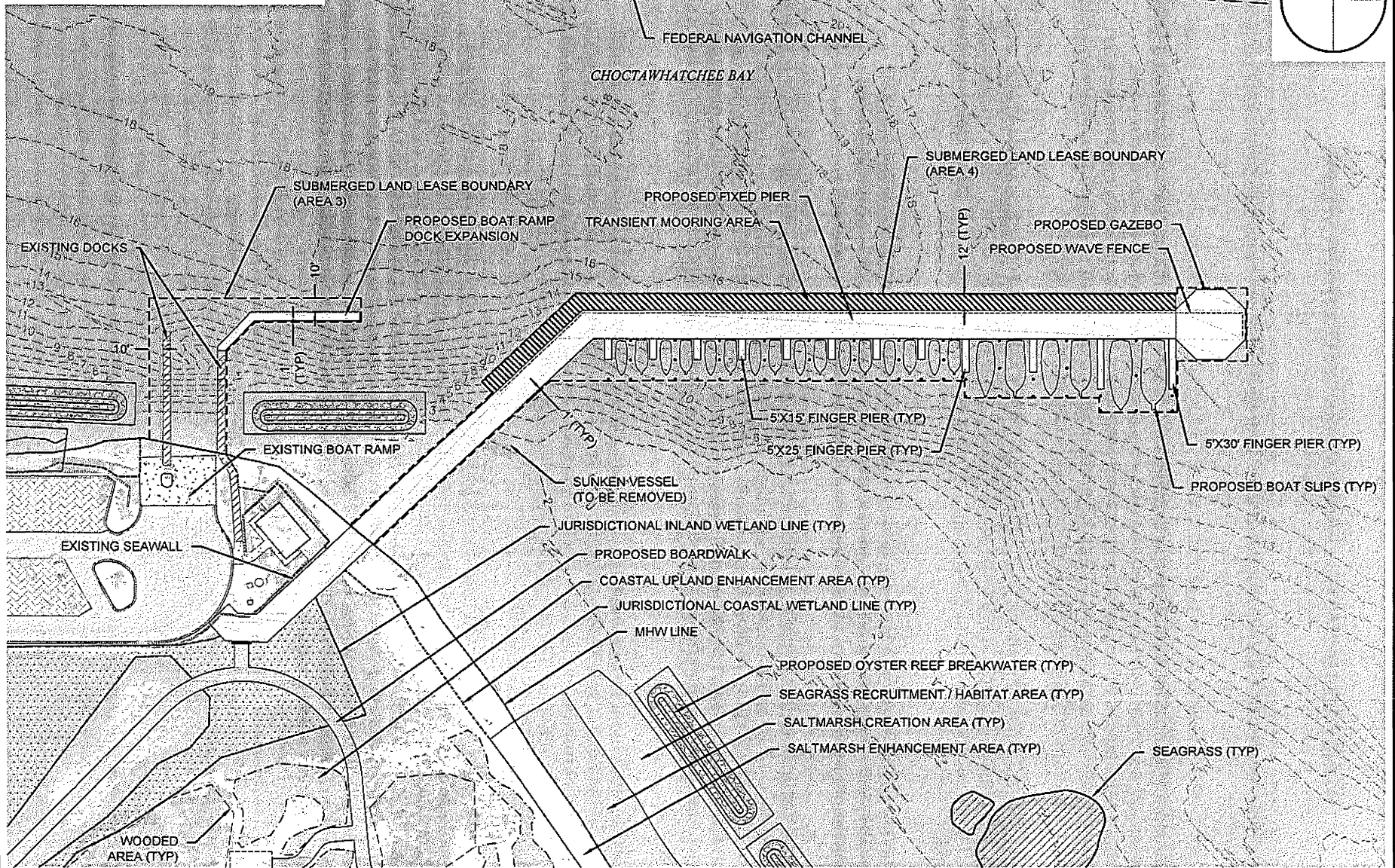
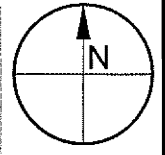


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FIGURE 27
 PROPOSED WEST SUBMERGED LAND LEASE AREAS
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|--------------------------------|------|
| PROJECT | C2014-006/069 | SEAL |
| DRAWN BY | AF / RLJ | |
| SHEET | 27 of 28 | |
| DATE | FEB 2017 | |
| | MATTHEW TRAMMELL, P.E. # 69244 | DATE |

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



CATHY SHELL, X:\S\PROJECTS\C2014-069 OKA GREENSHORE\5015 BAYWALK\2014-069 OKA GREENSHORE\5015 BAYWALK\2014-069 OKA GREENSHORE\5015 BAYWALK\DWG 2202017 11.04.07 A1



TAYLOR ENGINEERING INC.
 1221 AIRPORT ROAD
 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 28
 PROPOSED CENTRAL SUBMERGED LAND LEASE AREAS
 OKALOOSA BAYWALK
 OKALOOSA COUNTY, FLORIDA

| | | |
|----------|---------------|--------------------------------|
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STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

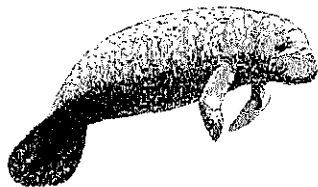
All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



**U.S. Army Corps of Engineers Jacksonville District's Programmatic Biological
Opinion (JaxBO) Project Design Criteria (PDCs) for In-Water Activities**

November 20, 2017

- 1) **(AP.7.) Education and Observation:** The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at:
http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html

- 2) **(AP.8.) Reporting of interactions with protected species:**
 - a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to takereport.nmfs@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
 - b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email Sawfish@MyFWC.com
 - c) Sturgeon: Report dead sturgeon to 1-844-STURG 911 (1-844-788-7491) or email nmfs.ser.sturgeonnetwork@noaa.gov
 - d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
 - e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.

- 3) **(AP.9.) Vessel Traffic and Construction Equipment:** All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:
 - a) *Construction Equipment:*
 - i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
 - ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
 - iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of

construction equipment and shall not resume until the species has departed the area of its own volition.

- iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

b) *All Vessels:*

- i) Sea turtles: Maintain a minimum distance of 150 ft.
- ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
- iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (<http://www.fisheries.noaa.gov/pr/shipstrike/>).
- iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
- v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
- vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
- vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

- 4) **(AP.10.) Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

- a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
- b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
- c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
- d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
- e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm

Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):

- i) Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
- ii) The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cableline). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.

5) **(AP.11.) Entanglement:** All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.

- a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
- b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2012-02569-SP-EPS

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

**Living Shorelines Monitoring and Adaptive Management Plan
Okaloosa Baywalk Project
Okaloosa County, Florida**

Introduction

The living shoreline component of the Okaloosa Baywalk Project focuses on a robust design that emphasizes stability, simplicity, and therefore, high success probability. The design components comprise a series of zones that reduce wave energy and create a sustainable shoreline ecosystem. The nearshore zone includes a segmented, partially exposed breakwater composed of natural limestone or clean repurposed concrete underlain by a marine mattress to reduce settlement and maintain design elevations. The breakwater will attenuate wave energy and erosional forces while providing hard substrate that will serve as oyster culch, or attachment sites for oysters. The open water zone landward of the breakwaters will provide a lower energy environment that should facilitate development of subtidal natural communities including seagrass. Landward of the open water/seagrass recruitment area, successive planting zones (low and high saltmarsh) will include smooth cordgrass (*Spartina alterniflora*), black needlerush (*Juncus roemerianus*), and marsh-hay cordgrass (*Spartina patens*) to create vegetation communities common to the regional estuarine ecosystem. The saltmarsh vegetation will further attenuate wave energy and reduce shoreline erosion. The low saltmarsh (smooth cordgrass) planting zone will require addition of clean sand fill to establish elevations suitable for vegetation establishment. Coconut fiber (coir) logs will provide temporary toe stabilization of the fill area during the vegetation establishment period (1-2 years).

Project Objectives

The project objectives include stabilization of the eroding shoreline within the project area and mitigation of the past shoreline and habitat losses through restoration of a natural sustainable shoreline ecosystem. Inherent objectives include increasing the biodiversity and sustainability of Choctawhatchee Bay and creating new recreational and educational opportunities for both residents and tourists.

Risks and Uncertainties

The most prominent risk for the living shorelines project, particularly during the first two years (vegetation establishment period), likely includes extreme storm events (e.g., hurricane) where wave energy would overwhelm the wave attenuation structures and eroded the created saltmarsh and shoreline (prior to vegetation establishment). Other risks include plant mortality (caused by a variety of factors) resulting in bare patches within saltmarsh creation area. This could lead to sediment instability and erosion of the creation area. Improper breakwater gap sizing and spacing could lead to undesirable conditions (e.g., higher energy) in the lee of the breakwaters, or insufficient spacing between the breakwaters could result in development of fine sediment deposits. However, the applicant's consultant performed detailed numerical modeling (hydrodynamic and wave transformation) simulations to greatly reduce the potential for such adverse effects. Exotic, invasive vegetation may establish within the saltmarsh creation and enhancement areas and threaten to outcompete native, desirable species. Pest species such as Canada geese could feed on newly planted material thereby reducing the likelihood of success. A primary uncertainty includes the effects of sea level rise and its effects on long-term performance.

Adaptive Management Plan

The Adaptive Management Plan for the living shorelines project supports the implementation of this plan, focusing on the wetland planting zones (the most sensitive portions of the living shoreline), but also includes sufficient monitoring of the other zones to verify successful performance of those project components.

Monitoring for Adaptive Management

Adaptive management monitoring will begin the growing season following completion and acceptance of project construction and initial plantings. Monitoring in the middle of each growing season for the first few years will include recording visual observations by an experienced biologist of plant survival and (if appropriate) expansion, estimating increase in stem density (negative, positive or none). Identification of exotic invasive species, and approximate densities will complete the wetland monitoring. Observations of physical conditions, particularly of sediment quality and structure condition, combined with plant and animal species observed within the open water area and wave attenuation structures will provide the basis for adaptive management of those areas.

Success Criteria

For the wetlands, success is defined as visually estimated 80% cover after 4 growing seasons with less than 5% invasive or exotic species. For the open water areas sediment shall remain sandy. Flora and fauna shall be typical in diversity and cover of similar habitats within the Choctawhatchee Bay. For the wave attenuation structure the materials will have remained largely in place with only minor movement of individual pieces onto the adjacent bottom. Attached flora and fauna will be abundant with few natural predators.