ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
Natural Resources Damages Assessment (NRDA) Artificial Reef Construction of Patch Reefs in Casino Reef Site Phase 1C: "Ledge and Disk Reef" Modules

SPECIFICATION PD 15-16.082

- HOW TO SUBMIT YOUR PROPOSAL

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

**** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents***

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- PROPOSAL FORMS (WITH ORIGINAL SIGNATURE)
- ONE CD OR FLASH DRIVE CONTAINING THE ENTIRE PROPOSAL

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE
- IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S), AND/OR REGISTRATION
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES
- CERTIFICATE OF ENROLLMENT IN E-VERIFY

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:
PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

- THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSAL ONLY.
DO NOT RETURN WITH YOUR PROPOSAL

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS
Natural Resources Damages Assessment (NRDA) Artificial Reef Construction of Patch Reefs in Casino Reef Site Phase 1C: "Ledge and Disk Reef" Modules

SPECIFICATION NUMBER PD 15-16.082

PROPOSALS WILL BE RECEIVED UNTIL: **2:00 p.m., CDT, Wednesday, August 31, 2016**

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Grover Robinson, IV, Chairman
Wilson Robertson, Vice Chairman
Steven Barry
Lumon J. May
Douglas Underhill

From:
Claudia Simmons
Purchasing Manager

Procurement Assistance:
Claudia Simmons, Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Tel: (850) 595-4987
Fax: (850) 595-4805

Technical Assistance:
Robert Turpin
Manager
Escambia County Marine Resources
3363 West Park Place
Pensacola, FL 32505
Tel: (850) 554-5869
Fax: (850) 595-4431

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)
- Request for Proposals Response Format

Part A Summary

Part I General Information
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
1-15 Work Plan Control
1-16 Method of Payment

Part II Information Required from Contractors

Exhibit A Scope Document/Selection Criteria/Insurance Requirements

Part III - Agreement

Exhibit B Agreement #15153 Escambia County and FWC

Part IV Permits

Exhibit C FDEP
Exhibit D ACOE permits

(09/03/03)

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
CLAUDIA SIMMONS
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591

Request for Proposals **PD15-16.082**

(NRDA) Casino Reef Site Phase 1C: Ledge and Disc Reef Modules

Phone No: (850) 595-4980 Fax No: (850) 595-4805

SOLICITATION

MAILING DATE: Monday, August 1, 2016

PRE-BID/PROPOSAL CONFERENCE Wednesday, August 10, 2016 10:00 a.m. CDT- Marine Resources Department

OFFERS WILL BE RECEIVED UNTIL: Wednesday, August 31, 2016 2:00 p.m. CDT and may not be withdrawn within **__90_** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

_____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME:_____

ADDRESS:_____

_____

CITY, ST. & ZIP:_____

PHONE NO.: (_____)_____

FAX NO.: (_____)_____

REASON FOR NO OFFER:

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**_____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

***** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.***

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

_____

Name of Contractor

_____

By_____
Signature of Person Authorized to Sign Date

ATTEST:_____
Corporate Secretary Date

[CORPORATE SEAL]

ATTEST:_____

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

_____

By_____
County Administrator Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date_____

PROPOSAL FORM
Specification Number PD 15-16.082
Natural Resources Damages Assessment (NRDA) Artificial Reef Construction of Patch Reefs in Casino Reef Site Phase 1C: "Ledge and Disk Reef" Modules

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date:_____

Commissioners:

The undersigned, Hereinafter called "Proposer", having visited the sites of the proposed project and familiarized himself with the local conditions, nature and scope of the work, and having carefully developed an acceptable method of providing services as described herein, and having carefully examined the form of agreement and contract documents shall furnish all materials, labor, services and any other items for the proper execution of contract number **PD 15-16.082** at the proposed price stated within this proposal, subject to negotiations and final and best offers.

DESCRIPTION UNIT PRICE

Construct/transport and deploy a quantity of one (1)

Ledge and Disc Reef Module _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date:_____

Proposer:_____

By:_____

Signature:_____

Title_____

_____

Person to contact concerning this proposal:

_____

Phone/Toll Free/Fax #_____

_____ _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

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

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

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

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

   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
   d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

H://PR\MAST_DOC\Uniform Contract Vol I\SwornStmt.on PublicEntityCrimesFloridaStatutes287.133(3)(a) (3/30/06)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

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, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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 a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____Secretary:_____

Vice President:_____Treasurer:_____

Director:_____Director:_____

Other:_____Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land) (Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

---

(850) 488-9000 Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
   - 5.01 **Taxes**
   - 5.02 **Discounts**
   - 5.03 **Mistakes**
   - 5.04 **Condition and Packaging**
   - 5.05 **Safety Standards**
   - 5.06 **Invoicing and Payment**
   - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
   - 9.01 **County Procedure on Acceptance of Gifts**
   - 9.02 **Contractors Required to Disclose any Gift Giving**
   - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract** 10

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 15-16.082, (NRDA)Casino Reef Site Phase 1C 'Ledge and Disc Reef Modules" , Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

Proposal Forms

This Solicitation contains a Solicitation, Offer and Award Form and Proposal Form which shall be submitted in a sealed envelope with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at the Marine Resources Department, 3363 West Park Place in Conference Room #115 on Wednesday, August 10, 2016 at 10:00 a.m. CDT.

Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
223 South Palafox Place, Room 204
Pensacola, FL 32502

Service

The scope of these specifications is to insure the delivery of a complete reef module ready for use. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.

Assembly and/or Placement

All items shall be satisfactorily deployed at the Casino Reef Permitted site by the awarded vendor prior to acceptance by Escambia County and FWC. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all modules as specified herein in compliance with FWC agreement # 15153 and permits.

Warranty

The proposer shall propose and fully warrant all modules furnished hereunder against defect in materials and/or workmanship.

Utilization of MBE/WBE/DBE Firms

All offerors should consider utilization of minority subcontractors as a part of the overall project. The project goal for minority and small business participation is ten (10%) percent. Offerors shall list the name and address of any minority or women owned businesses to be used on this project.

Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall be between Escambia County and the awarded vendor and shall include 100% of terms and conditions of the FWC Agreement #15153 attached herein Exhibit B to this solicitation.

B. The Escambia County Marine Resources department shall issue release (purchase) orders against the agreement.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

Changes - Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

Licenses, Certifications, Registrations

The offeror shall at the time of proposal submission meet the license, certification, registration and be enrolled in E-Verify.

Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

PD 15-16.082
Request for Proposal

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Services of a qualified contractor or contractors to construct, transport and deploy patch reefs in Casino Reef Site. Casino Reef Site is a small Army Corps of Engineers (ACOE) permitted site within renewed/expanded Florida Department of Environmental Protection (FDEP) permitted site. Location is approximately1nmi south of Pensacola Beach in Gulf of Mexico water of approximately 55ft depths. Approximate coordinates are: N30 19.000'; W087 07.000'. Proposals to include the cost of manufacture, preparation, transportation, deployment and precise placement of artificial reef modules. Modules must conform to the specifications, requirements and conditions of FWC-15153 Grant Agreement attached herein.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor or contractors to perform the scope of work that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Jack R. Brown, County Administrator. The liaison officer shall be Robert Turpin, Director Marine Resources. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a **unit price contract for manufacture, transport and deployment of reef module** after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Claudia Simmons, Telephone (850) 595-4987, claudia_simmons@co.escambia.fl.us. Last day for questions is August 24, 2016.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule may be adhered to in so far as practical in all actions related to this procurement and is subject to change.

A. Mailing date of proposals.. Monday, August 1, 2016

B. Non-Mandatory pre-proposal conference &
Call in number provided.....**Wednesday, August 10, 2016 10:00 a.m., CDT**

C. Last day for questions ……**Wednesday, August 24, 2016**

D. Receipt of proposals.....**Wednesday, August 31, 2016**

D. Review of proposals..... **Monday, September 5, 2016**

E. Board of County Commissioners
approval.....**Thursday, October 6, 2016**

1-9 PROPOSAL CONTENT AND SIGNATURE

One original of the proposal shall be required having been signed by a company official with the power to bind the company in its proposal, and one CD or flash drive containing the entire proposal shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful contractor shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. Refer to the selection criteria and technical specifications in Exhibit A.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 **DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 **DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 **WORK PLAN CONTROL**

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 **METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS -

PART II – INFORMATION REQUIRED FROM CONTRACTORS

Exhibit A
Scope Document/Selection Criteria/Insurance

PD15-16.082
Natural Resources Damages Assessment (NRDA) Artificial Reef Construction of Patch Reefs in Casino Reef Site Phase 1C: "Ledge and Disk Reef" Modules

22 July 2016

Robert Turpin, Manager
Escambia County Dept. of Natural Resources Management, Marine Resources Division
3363 West Park Place, Pensacola, FL 32505
rkturpin@myescambia.com (850) 554-5869

This Project is funded through an Agreement (FWC-15153) with Florida Fish and Wildlife Conservation Commission (FWC) using Natural Resources Damages Assessment (NRDA) funds, and is intended for restoration of natural resources and loss of human use due to the Deepwater Horizon Oil Spill. Escambia County's NRDA Phase 1 Artificial Reef Construction is comprised of 4 parts (A-D), corresponding to "reef module design concepts" described in FWC-15153 Attachment A, Section 13. A. 1, 3, 4, and 5, respectively. This solicitation "Phase 1C" is for "Ledge and Disk Reef Module" concepts.

This Solicitation is a Request for Proposals for the construction, transport and deployment of patch reefs in Casino Reef Site. Casino Reef Site is a small Army Corps of Engineers (ACOE) permitted site within renewed/expanded Florida Department of Environmental Protection (FDEP) permitted site (see permits for details). Location is approximately1nmi south of Pensacola Beach in Gulf of Mexico water of approximately 55ft depths. Approximate coordinates are: N30 19.000'; W087 07.000'. Price includes manufacture, preparation, transportation, deployment and precise placement of artificial reef modules. Modules must conform to the specifications, requirements and conditions of FWC-15153 Grant Agreement.

Reefs will be deployed in compliance with all applicable laws and regulations, permit conditions, FWC-15153 Grant Agreement, and to the satisfaction of FWC and Escambia County Marine Resources Division (MRD). MRD will provide contractor with precise deployment coordinates, configuration and number of modules to be deployed for each "patch reef".

Patch reefs will consist of multiple artificial reef modules deployed in a closely-spaced configuration. MRD places a priority on constructing patch reefs with habitat complexity and diversity, achieved by deploying artificial reef modules with diverse structural elements. Proposals may contain modules of different sizes, and configurations, etc., however, all modules must conform to the parameters described in FWC-15153 Attachment A, Section 13. A.4.

MRD will hold a Pre-Bid Meeting at 3363 West Park Place (Date/Time TBD). Although not mandatory, attendance is strongly encouraged. Estimated Construction Date for this project is November 2016. FWC will provide a telephone call-in line for persons unable to attend the Pre-Bid Meeting (1-720-389-1212; participant code: 5601626145#).

Proposals will include detailed description of modules (drawings/plans with specifications) necessary for the Selection Committee to determine quantitative ranking according to the Ranking Criteria. Proposals will also include a detailed Project Plan necessary for the Selection Committee to determine ranking according to the Ranking Criteria.

Detailed Project Plan will include identification of key personnel (with reef construction/deployment experience), identification and description of deployment vessel(s) (name/Doc. #, size, propulsion, capacity (tonnage), navigation equipment, etc. Detailed Project Plan will include deployment capacity/capability and deployment rate. Detailed Project Plan will also include deployment techniques/procedures and means of providing documentation of reef placement (orientation/placement coordinates/condition on the seafloor).

Escambia County reserves the right to reject any proposal if the Ranking/Selection Committee determines the proposal is not in the best interest of Escambia County. Escambia County reserves the right to select the contractor with responsive proposal and the experience, equipment, artificial reef modules and deployment record that is most advantageous and in the best interest of Escambia County. Escambia County will be the sole judge and its decision shall be final.

The Selection Committee may rank and select a number of proposals, creating a “Short List”, and schedule a meeting (Date/Location TBD) with those contractors. The meeting with the “Short-list” firms will provide the Selection Committee the opportunity to ask questions about the proposals prior to selecting the highest-ranked proposals.

Escambia County may select more than one contractor and/or more than one type of module to be deployed at each patch reef.

Total project funding for Phase 1C is $100,000. If the Selection Committee determines that two proposals are equally, or nearly equally the highest ranked, Escambia County may select each of the proposals for funding (e.g., at $50,000 each).

Escambia County will select the number of each module design concept to be deployed at each patch reef.

In addition to the Minimum Contractor Qualifications in FWC-15153, the proposal must provide documentation of successful deployment of at least three similar artificial reefs (“patch reef” configurations, water depths, hydrodynamic conditions, etc) within the past 5 years. Proposed artificial reef modules must have been deployed and monitored for sufficient time to document durability, stability, tendency to subside, habitat, etc. to meet the project goal of providing long-term habitat for marine life and human use. The definition of “long-term” shall be 20 years, as defined in Ch. 68E-9.004 Florida Administrative Code.

As indicated in the Minimum Contractor Qualifications in FWC-15153, the Contractor must provide insurance documentation required by Escambia County Risk Manager (See attached Insurance Requirements).

Responses to each of the Ranking/Selection Criteria should include all documentation (diagrams, engineered drawings, photographs, written narrative, etc.) necessary to provide the Ranking/Selection Committee with sufficient information to understand and rank each proposal.

Prospective bidders are hereby notified that awarded contract will include all terms and conditions in permit documents and Agreement FWC-15153. Contractors must comply with aforementioned terms and conditions, as well as all applicable federal, state and local laws and regulations. Prospective bidders are responsible for reading and understanding aforementioned permits, agreement, etc. prior to submitting proposal.

Selection Criteria

Ranking/Selection Criteria *(See FWC-15153 Attachment A-Scope of Work for additional information)

1. Module Construction/Durability 20 Percent

1a. Detailed description of modules (drawings/plans with specifications)
1b. Materials "wall thickness" in inches (12A3a)*
1c. Concrete specifications (psi, admixes, etc) (must be at least 4000psi)
1d. Module lifting point(s) (12A3g)*
1e. Existing inventory and/or manufacturing capacity (12A4b, 5a)*
1f. Performance record/durability (in years) (12A3h)*
1g. Reinforcement type/quantity (12A3a,h)*

2. Habitat Value 20 Percent

2a. Module height (12A3a)*
2b. Module complexity (diversity of module features to provide "habitat complexity" for marine life)
2c. Module(s) diversity (>1 module type/design/size?)
2d. Module footprint (sq.ft.) (12A3b)*
2e. Module interior volume
2f. Surface area (sq.ft. of external surface area, area of openings subracted) (12A3c)*

3. Horizontal and Vertical Stability 20 Percent

3a. Weight & Density (LBS & LBS/cubic ft) (12A3e)*
3b. Module Shape (12A3h,i)*
3c. Features to minimize subsidence (12A3i)*
3d. Performance record (in years) and/or engineering analysis (12A3h,i)*

4. Deployment Capability 20 Percent

4a. Experience in deployment of proposed reef modules (Dates, Locations, Permit #s, Contact Names/info, etc) (12A2a,b)*
4b. Equipment specifications of vessels, cranes, etc (12A5c,d)*
4c. Deployment technique (12A4d)*
4d. Documentation methods/equipment/deliverables (12A5e)*
4e. Performance record (12A2b)*
4f. Detailed "Project Plan" (12A, 12A4a, b, c, d, e)*
4g. Deployment quantity (# of modules) per voyage (12A4a)*

5. Price 20 Percent

5a. Cost per module, deployed on seafloor as specified by MRD (12A1)*
If more than one module size, etc (within this "reef module design concept") is proposed, please specify the cost per module for each module type. (Reef modules with lower unit costs are preferred).

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor′s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor′s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor′s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor’s deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability- Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

United States Longshoremen and Harborworkers Act Coverage

The Workers' Compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The watercraft Protection and Indemnity policy is to be endorsed to include Jones Act Coverage for applicable exposures (for work on, over or in navigable waters) which may arise from this agreement or contract. Alternately, Jones Act coverage may be provided by endorsement to the Workers' Compensation Insurance.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage

renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

EXHIBIT B

FWC Agreement No. 15153

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 15153

CFDA Title(s): not applicable	**CFDA No(s).:** not applicable
Name of Federal Agency(s): not applicable	
Federal Award No(s): not applicable	**Federal Award Year(s):** not applicable
Federal Award Name(s): not applicable	
CSFA Title(s).: Florida Artificial Reef Program	**CSFA No(s).:** 77-007
State Award No(s).: FWC-15153	**State Award Year(s):** FY2014-15
State Award Name(s): Escambia County NRDA Artificial Reef Construction 2015	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and Escambia County Board of County Commissioners, FEID #[redacted] whose address is 221 Palafox Street, Pensacola, FL 32502, hereinafter "**Grantee**."

WHEREAS, the Commission and Grantee have partnered together to construct multiple marine artificial reefs by deploying numerous multi-sided, prefabricated concrete artificial reef modules weighing at least 3,000 lbs. and standing at least six ft. tall located in the Gulf of Mexico within active permitted areas in Florida state waters offshore Escambia County. Contractor selection will be established through a competitive RFP solicitation process administered by the Grantee and Commission as described in the terms of the agreement; and,

WHEREAS, Grantee has been awarded agreement number FWC-15153; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.** The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. **PERFORMANCE.** The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. **AGREEMENT PERIOD.**

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 08/31/2018. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of 11/01/2015. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. Agreements executed under this grant award shall not precede a start date of 11/01/2015. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. **COMPENSATION AND PAYMENTS.**

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $2,701,795.15.

B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph eleven (11), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **CERTIFICATIONS AND ASSURANCES.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes both State and Federal requirements, each applicable to the extent this Agreement includes either State-only funding, Federal-only funding, or both.

6. **RETURN OR RECOUPMENT OF FUNDS.**

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

7. **COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

A. **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.

B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

> The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

8. **MONITORING.** The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment C, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

9. **TERMINATION.**

A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.

B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

10. **REMEDIES.**

A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable may be

deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. **Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

11. **NOTICES AND CORRESPONDENCE.** Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:
Grant Manager
Alex Fogg
Fisheries Biologist IV
Division of Marine Fisheries Management
2590 Executive Center Circle East, Suite 203
Tallahassee, FL 32301
Phone: (850) 688-6536
Fax: (850) 487-4847
Alex.Fogg@myfwc.com

FOR THE GRANTEE:
Grant Manager
Robert Turpin
Marine Resources Division Manager
Escambia County
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 554-5869
Fax: (850) 595-4431
rkturpin@co.escambia.fl.us

12. **AMENDMENT.**

A. **Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. **Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. **Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

13. **PROPERTY RIGHTS.** If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. **Intellectual and Other Intangible Property.**

i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible

property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property. The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

14. RELATIONSHIP OF THE PARTIES.

A. Independent Grantee. The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. Grantee Training and Qualifications. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer. The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. Commission Rights to Undertake and Award Supplemental Agreements. Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

15. SUBCONTRACTS.

A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due."

C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

16. MANDATORY DISCLOSURE. These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. **Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. **Convicted Vendors.** Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a

contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. Vendors on Scrutinized Companies List.

i. **Scrutinized Companies.** If this Agreement is in the amount of **$1 million dollars or more**, in executing this Agreement, the Grantee shall have an ongoing obligation to disclose to the Commission if it, its subrecipient, contractor, or subcontractor, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or is engaged in business operations in Cuba or Syria. Section 287.135, F.S.

ii. **False Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the Commission may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification or if, during the term of the Agreement, the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.

iii. **False Certification – Termination Notice.** If the Commission determines that the Grantee has submitted a false certification, the Commission will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that the Commission's determination of false certification was made in error, the Commission shall bring a civil action against the Grantee. If the Commission's determination is upheld, a civil penalty equal to the greater of **$2,000,000.00** or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any agreement with an agency or local governmental entity for three (3) years after the date of the Commission's determination of false certification by the Grantee.

iv. **Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

D. Discriminatory Vendors. Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public

entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

F. **Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

17. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

18. SPONSORSHIP. As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

19. PUBLIC RECORDS.

A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

B. If the Grantee, or other recipient, subrecipient, contractor or subcontractor, meets the definition of "Contractor" in Section 119.0701(1)(a), F.S., the Grantee shall comply with the following:

i. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
ii. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

iv. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Grantee upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

20. **SECURITY AND CONFIDENTIALITY.** The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. **RECORD KEEPING REQUIREMENTS.**

A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in Attachment A, Scope of Work, these records shall be maintained for five (5) years following the close of this Agreement. The Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: http://www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. **FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.** Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state

financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

23. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** The Grantee shall be responsible for complying with all federal grant requirements as provided in its grant, a copy of which is attached hereto and made a part hereof as Attachment D. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.

B. **Compliance with Federal Laws, Rules and Regulations.** As applicable, the Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

i. **Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Section 200.326 and Appendix II, OMB Uniform Guidance (2 CFR 200), Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

ii. **Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Appendix II, OMB Uniform Guidance (2 CFR 200). Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

iii. **Copeland "Anti-Kickback Act.** The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5), Appendix II, OMB Uniform Guidance (2 CFR 200). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients 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.

iv. **Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Appendix II, OMB Uniform Guidance (2 CFR 200). Applicable to construction agreements awarded by grantees and subgrantees in excess of **$2,000.00**, and in excess of **$2,500.00** for other agreements which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

v. **Rights to Inventions Made Under a Contract or Agreement.** 37 CFR 401. 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 the "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. Appendix II, OMB Uniform Guidance (2 CFR 200).

vi. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended). Appendix II, OMB Uniform Guidance (2 CFR 200).

vii. **Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). Appendix II, OMB Uniform Guidance (2 CFR 200).

viii. **Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94, the Grantee will provide a drug-free workplace.

ix. **Trafficking Victims Protection Act of 2000.** This federal award is subject to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g), 2 CFR 175.15). As such, the awarding federal agency may unilaterally terminate this award without penalty for violations of this Act. If any recipient, subrecipient, contractor or subcontractor under this grant is a private entity, the following provision applies to the federal award:

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

   a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

   b. Procure a commercial sex act during the period of time that the award is in effect; or

   c. Use forced labor in the performance of the award or subawards under the award.

x. **Debarment and Suspension.**

1. **Grantee Federal Certification.** In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee shall agree and certify 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; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

xi. **Prohibition against Lobbying.**

1. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, 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, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Agreement, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

2. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

3. **Prohibition against Using Agreement Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the Commission's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility.

xii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.

xiii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.

xiv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

xv. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits, unless approved or exempt, any action that causes a "taking" of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

C. **Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

24. AGREEMENT-RELATED PROCUREMENT.

A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, under this contract shall be purchased from [PRIDE] In the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, under this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this agreement, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. **Procurement of Recycled Products or Materials.** The Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with Section 403.7065, F.S.

31. PROFESSIONAL SERVICES.

A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or

person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

32. **INDEMNIFICATION.** If the Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Grantee is not a state agency or subdivision as defined above, the Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, or subcontractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

33. **NON-DISCRIMINATION.**

A. **Non-Discrimination in Performance.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

B. **Discriminatory Vendor List.** In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

34. **SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

35. **NO THIRD PARTY RIGHTS.** The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a Party to this Agreement.

36. **JURY TRIAL WAIVER.** As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

37. **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

38. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Grantee during the contract term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

39. **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable

measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may terminate the Agreement in whole or in part.

40. **ENTIRE AGREEMENT.** This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

[redacted]

SIGNATURE

Name: Grover C. Robinson, IV, Chairman

Title:

Date: 1/7/2016

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL

SEAL

ATTEST: PAM CHILDERS
Clerk of the Circuit Court
[redacted]

This document approved as to form
and legal sufficiency.
By: [redacted]
Title
Date 12/10/15

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

[redacted]

SIGNATURE

Name: JENNIFER FITZWATER

Title: CHIEF OF STAFF.

Date: 1/21/2016

Approved as to form and legality by FWC Attorney:

[redacted]

SIGNATURE

Name:

Date:

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Certifications and Assurances
Attachment	C	Requirements of the Federal and Florida Single Audit Acts
Attachment	D	Cost Reimbursement Contract Payment Requirements
Attachment	E	Certification of Completion
Attachment	F	Conflict of Interest Statement

BCC Approved 01-07-2016

Attachment A – SCOPE OF WORK

Project Name:	Escambia County NRDA Artificial Reef Construction 2015-2016	FWC Agreement No.	15153

1. **DESCRIPTION OF GOODS / SERVICES PROCURED**

   A. The objective of this activity is to construct multiple marine artificial reefs by deploying numerous multi-sided, prefabricated concrete artificial reef modules weighing at least 3,000 lbs. and standing at least five feet tall located in the Gulf of Mexico within active permitted areas (Table 1) in Florida state waters offshore of Escambia County.

   B. Available funds for this project are $2,701,795.15. The **GRANTEE** will competitively solicit proposals for the number of modules that can be constructed and deployed for the total of $2,701,795.15 less any costs incurred associated with consulting, engineering and monitoring related to construction. Competitive solicitation will be administered through the criteria outlined in a Request for Proposal (RFP) process developed by the **GRANTEE** and the **COMMISSION**. The RFP will be awarded to the bidder whose proposal provides the best value and who ranks highest based on consensus of a review committee according to the criteria in the Request for Proposals.

   C. The artificial reef construction activity to be funded consists of the following elements:

2. **BACKGROUND**

   A. Chapter 379.249 Florida Statutes creates the Florida Artificial Reef Program to enhance saltwater opportunities and to promote proper management of fisheries resources associated with artificial reefs for the public interest. Under the program, the **COMMISSION** may provide grants and financial and technical assistance to coastal local governments, state universities, and nonprofit corporations qualified under s. 501(c)(3) of the Internal Revenue Code for the siting and development of artificial reefs as well as for monitoring and evaluating such reefs and their recreational, economic, and biological effectiveness.

   B. In April 2011, the Natural Resource Trustees (Trustees) and BP Exploration and Production, Inc. (BP) entered into the Framework Agreement for Early Restoration Addressing Injuries Resulting from the Deepwater Horizon Oil Spill (Framework Agreement). Under the Framework Agreement, BP agreed to make $1 billion available for Early Restoration project implementation. The Trustees' key objective in pursuing Early Restoration is to achieve tangible recovery of natural resources and natural resource services for the public's benefit while the longer-term injury and damage assessment is underway. The Framework Agreement is intended to expedite the start of restoration in the Gulf Coast in advance of the completion of the injury assessment process. Early restoration is not intended to, and does not, fully address all injuries caused by the Spill. Restoration beyond Early Restoration projects would be required to fully compensate the public for natural resource losses from the Spill.

   C. In response to a request for project proposals from each of the counties affected by the Deepwater Horizon Oil Spill, the State of Florida Trustees, represented jointly by Florida Department of Environmental Protection (FDEP) and Florida Fish and Wildlife Conservation Commission (FWC), received offshore marine artificial reef construction proposals from five Northwest Florida counties: Escambia, Santa Rosa, Okaloosa, Walton and Bay Counties. The individual Northwest Florida Artificial Reef proposals were combined and on May 6, 2013, the National Oceanic and Atmospheric Administration (NOAA) issued a public notice in the Federal Register on behalf of

the Trustees announcing the development of the Phase III Early Restoration Plan / Programmatic Environmental Impact Statement (ERP). This combined Northwest Florida artificial reef project was submitted as an Early Restoration project as part of the phase III ERP on the NOAA website (NOAA 2013) and submitted to the State of Florida. In addition to meeting the evaluation criteria for the Framework Agreement and the requirements of the Oil Pollution Act (OPA), the project was determined to meet Florida criteria that Early Restoration projects occur in the eight-county panhandle area where oil containment booms were deployed and was impacted by the spill.

D. The intent of this Natural Resource Damage Assessment (NRDA) Phase III ERP Florida Artificial Reef Creation and Restoration plan is to provide enhanced or additional long-term recreational opportunities through construction and restoration of artificial reefs. In Florida, the state artificial reef program was legislatively created in 1980. The program is described in Section 379.249 of Florida Statutes and operates under Chapter 68E-9 of the Florida Administrative Code (FAC), with staff located as a subsection within FWC's Division of Marine Fisheries Management.

E. Because of the **COMMISSION's** role as the implementing trustee for the Florida Artificial Reef Creation and Restoration project, in February 2015 a Memorandum of Understanding between the FDEP and the **COMMISSION** was executed authorizing the transfer of NRDA Phase III ERP funds from the FDEP to the **COMMISSION**. In April 2015 the FDEP transferred the NRDA Phase III ERP funds to the **COMMISSION** to administer the artificial reef construction project. In late 2015 additional module design concepts were proposed and are being described in the forthcoming Phase V ERP Appendix B. Artificial reefs are enjoyed by thousands of visitors and residents of the Florida panhandle each year. Restoring and constructing artificial reefs is one means to compensate for recreational opportunities that were lost due to the Deepwater Horizon Oil Spill. Artificial reefs support a range of human uses, including: snorkeling, recreational fishing, kayaking, and scuba diving, and provide a location where anglers and divers can access aggregated populations of marine species.

F. The NRDA Phase III ERP Florida Artificial Reef Creation and Restoration plan consists of activities located in five panhandle counties: Escambia, Santa Rosa, Okaloosa, Walton, and Bay Counties, and includes reef designs that would be constructed at various depths within state waters of the Gulf of Mexico at locations permitted by the U.S. Army Corps of Engineers (USACE) and the FDEP for artificial reefs. The portion of the NRDA Phase III ERP Florida Artificial Reef Creation and Restoration plan specific to Escambia County is described in the scope of work of this agreement.

3. SUPPORT OF COMMISSION MISSION

A. Construction of this series of artificial reefs will augment marine hard bottom habitat with well-planned stable and durable artificial reefs for purposes of providing near shore reef fish habitat, offshore recreational fishing and diving opportunities, reduced pressure on natural reef and hard bottom sites, and reduced user conflicts by providing additional recreational fishing and diving site locations off of Escambia County in state waters of the Gulf of Mexico. The proposed artificial reefs will make fisheries resources available for the long term benefit of local Florida residents and visitors.

Project Name:	Escambia County NRDA Artificial Reef Construction 2015-2016	**FWC Agreement No.**	15153

4. **DEFINITIONS**

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

1. "Artificial reef" means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida's managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.

2. "Permitted area" means an area with discrete boundaries inside of which one or more artificial reefs may be located and for which all required permits and authorizations have been obtained. These permits and authorizations include: artificial reef permits issued by the Florida Department of Environmental Protection and/or the Army Corps of Engineers and other permits, licenses, or authorizations required by any governing body.

3. "Staging site" means a land-based holding area for artificial reef material where such material is stored and prepared for transportation to an approved artificial reef site.

4. "Prefabricated modules" means structures specifically designed and built for use as artificial reefs and which meet the environmental safety, durability, and stability requirements of this rule, as well as providing complexity and texture which are suitable as habitat for fishes and for colonization by encrusting marine organisms.

5. "Contractor" means the vendor contracted by the **GRANTEE** to provide services defined in the scope of work and meets the definition of "Contractor" in section 119.0701(1)(a).F.S.

6. "Nearshore fish/dive" means a category of artificial reef permitted areas located in water deeper than 30 ft. but shallower than 65 ft. where prefabricated artificial reef modules will be deployed.

7. "Offshore fish/dive" means a category of artificial reef permitted areas located in water deeper than 65 ft. where prefabricated artificial reef modules will be deployed.

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

5. **REQUEST FOR PROPOSAL ADMINISTRATION**

A. Contractor selection shall be administered through a Request for Proposal (RFP) process managed by the **GRANTEE** and a minimum five (5) person evaluation committee representing Escambia County, representatives from the **COMMISSION**, including the **COMMISSION's** contract manager, and other qualified individual(s) selected by the **GRANTEE** and **COMMISSION**. The following will be established through the proposal process and negotiations with the potential

contractor(s): Contract terms, operational procedures, cost, oversight of the construction, and financial compensation.

B. The **GRANTEE** and all evaluation committee members shall complete the "Conflict of Interest Statement" form (Attachment F) and submit to the **COMMISSION** prior to reviewing proposals.

C. The **GRANTEE** shall specify that all proposals must be of a "turnkey" nature covering procurement, labor, construction, staging, transportation, deployment, and other requirements developed by the **GRANTEE** and the **COMMISSION**.

D. All requests for RFP packages from the **GRANTEE** to contractors must include language that specifies a completion date that ensures all materials will be in the water at least two (2) months prior to the agreement expiration date. Contracts with completion dates even earlier than two (2) months prior to the agreement expiration date to provide an additional buffer are strongly encouraged.

6. MIMIMUM CONTRACTOR QUALIFICATIONS

A. The **GRANTEE** shall specify that contractors must meet the following minimum qualifications through submittal of a bidder's qualifications questionnaire at the time of submitting a proposal. The **GRANTEE**, at its discretion may require a higher degree of scrutiny, experience, deployment precision, or other performance standards. The **GRANTEE's** Request for Proposals and subsequent contract documents may include such conditions:

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

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

3. Must not be on the state debarment list; http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

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

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

6. Must provide proof of insurance (in accordance with County liability requirements).

7. REQUEST FOR PROPOSAL CALENDAR OF EVENTS

A. The **GRANTEE** shall schedule at least one non-mandatory pre-bid meeting for interested contractors to review and provide comment to the **GRANTEE** and **COMMISSION** about the draft RFP specifications. The **COMMISSION** contract manager shall be invited to attend the pre-bid

meeting and receive from the **GRANTEE** at least five (5) days advance notice of the time, date, and location of this pre-bid meeting.

B. The **GRANTEE** shall establish and the **COMMISSION** shall approve a timeline for the proposal review process and construction period to be included in the RFP to identify important actions and dates for the actions to be taken or completed. RFP's received after the date and time specified for submission shall be rejected. Project construction and post-construction as-built surveys must be completed prior to the contract expiration.

C. The **GRANTEE** shall publically notice the RFP for a period of at least 30 days. In addition to posting on the County's public notice websites, notice of the RFP shall also be mailed to interested contractors. Prior to public notice, the **GRANTEE** shall develop a list of interested contractors for **COMMISSION** review and approval.

8. PROPOSAL OPENING LOCATION

A. The **GRANTEE** shall specify the location and time for public opening of the proposals in the RFP.

9. ECONOMY OF PRESENTATION

A. The **GRANTEE** will specify that the Contractor's proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Contractor's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Contractors follow the format and instructions contained in the RFP.

10. EVALUATION OF PROPOSALS

A. A minimum five (5) person evaluation committee representing Escambia County, representatives from the **COMMISSION**, including the **COMMISSION's** contract manager, and other qualified individual(s) selected by the **GRANTEE** and **COMMISSION** shall evaluate the proposals.

B. Each committee member shall conduct an independent review of every proposal and shall rank their results on a tabulation sheet.

C. The committee shall meet, review their individual results, and conduct a final ranking based on the summed individual numerical scores. A final ranking meeting will be scheduled by the **GRANTEE**, and each of the top ranked contractors may be invited to meet with the selection committee to answer questions. After holding discussions with each of the top ranked contractors, the selection committee will discuss and select the preferred contractor(s) by majority vote. The selection of more than one proposal/contractor is an allowable option.

11. SELECTION PROCEDURES

A. In cases where Contractors submit proposals that are determined by the evaluation committee to contain equal or very nearly equal terms, as stated in the RFP, the evaluation committee shall select the proposal which they consider best suited for the needs of the project.

B. The evaluation committee shall reserve the right to reject any and all proposals which fail to respond to any of the categories listed in the proposal format of the RFP or which fail to meet the other mandatory requirements or contractual requirements stated in the RFP.

C. The evaluation committee shall reserve the right to waive minor irregularities in proposals, providing such action is in the best interest of the **GRANTEE** and **COMMISSION**. Minor irregularities are defined as those that have no adverse effect on the **GRANTEE** and **COMMISSION's** interests and shall not affect the outcome of the selection process by giving any one Contractor an advantage or benefit not enjoyed by other Contractors. The evaluation committee shall reserve the right to reject all proposals.

D. The **GRANTEE** must submit the committee's recommendation to the **COMMISSION** for **COMMISSION** review and approval. The **COMMISSION** reserves the right to reject the evaluation committee's recommendation and require the RFP to be re-advertised.

12. PROPOSAL CRITERIA/FORMAT

A. The **GRANTEE** will specify that the Contractor shall develop as part of the proposal, in draft form, a detailed project plan for the procurement, labor, construction, staging, transport and deployment of the artificial reef project which the contractor intends to bid on. The **GRANTEE** will work with the **COMMISSION** to develop an appropriate ranking point system for the following project plan components requested from the contractor:

1. Reef Unit Prices (Point value to be determined by **COMMISSION** and **GRANTEE)**
   Identify how many of each module design will be provided. Provide the price per unit deployed on the bottom for the total cost of the project.

2. Experience and understanding (Point value to be determined by **COMMISSION** and **GRANTEE)**
   Describe the qualifications and demonstrate the ability to implement and administer the project. The Contractor must provide the following information:

   a. Minimum of three reference names, one of which must be the client from a previous artificial reef project. Addresses and phone numbers must be provided for each reference.

   b. Number of years of involvement in artificial reef construction projects and the number, name, location and year of artificial reef construction projects successfully completed.

3. Module Specifications (Point value to be determined by **COMMISSION** and **GRANTEE)**
   Describe detailed specifications of the module designs proposed to be deployed. This information will include but not be limited to:

a. Detailed description and specifications of modules. Describe the module dimensions and the composition of each component of each module design including wall thickness, what type of material reinforces the module's concrete walls and how and with what material the separate parts of the module are secured to each other. Submit scale engineering drawings (top, side, bottom views) of each module design proposed.

b. Footprint. Provide the area in square feet of the base of each module design proposed.

c. Surface area. State the outside surface area (excluding openings) in square feet of each module type to be deployed. Indicate if any material will be attached to the module surface such as stone, shell, etc.

d. Height. Identify the maximum height of each type of module to be deployed.

e. Weight per unit. Identify the weight of each unit of module design, or average weight per unit if there is variability between units of the same design and explain how the weight of each module design was determined.

f. Depth and composition of pilings (when applicable). Identify the dimensions and composition of the pilings to be used in the module design and describe the depth which the piling will be embedded in the sea floor.

g. Lifting and placement mechanism. Describe how each module is designed to be lifted and placed on the bottom.

h. Stability/durability. Demonstrate stability and durability of each module design.

i. Tendency to subside. Demonstrate the tendency of each module design to subside. Describe any module design elements intended to reduce subsidence.

4. Schedule of Operations (Point value to be determined by **COMMISSION** and **GRANTEE)**

a. Provide the total number of estimated days at sea and associated vessel loading days that will be required to complete the project prior to the contract expiration date.

b. Provide the number of estimated days required to manufacture the modules (if not already manufactured).

c. Provide a schedule factoring in weather, availability of equipment, materials and other commitments commencing from the anticipated date of contract execution to estimated completion of the operation.

d. Describe the step-by-step tasks of procuring, loading, moving, transporting, handling and deploying the selected modules through the time the modules are placed on the bottom.

e. Describe how the modules will be safely transported to the reef construction site, including how the modules will be secured for transit to the deployment site. Describe the proposed anchoring system and the proposed method to deploy the modules. Describe any coordination required with contractors.

5. Available Deployment Resources (Point value to be determined by **COMMISSION** and **GRANTEE)**
Describe the resources available to successfully complete deployment of all proposed modules. This information will include but not be limited to:

a. The availability of the modules including a production schedule if not currently in stock.

b. The staging site where the units will be kept and made available for inspection prior to deployment.

c. The specifications (load capacity, vessel type, etc.) of the vessel/barge, and crane, and other equipment that will deploy the modules, and the port(s) they will be operating from.

d. The specification (load capacity, vessel type, etc.) of the tugboat and/or other support vessels that will deploy the modules, and the port(s) they will be operating from.

e. The GPS specifications and methods to be used to deploy materials at the target locations and the anticipated deployment accuracy of module placement in relation to the target coordinates.

B. If the selected contractor subsequently proposes change(s) to the "detailed project plan" (vessels, barges, equipment, methodology), these proposed changes should be submitted in writing, and must be approved by **GRANTEE** and **COMMISSION** in writing. The Contract should include provision for termination of contract with contractor if no suitable substitute is approved within 30 days.

13. **ARTIFICIAL REEF MATERIALS**

A. Artificial reef materials placed in the "Nearshore Fish/Dive Permitted Areas" and "Offshore Fish/Dive Permitted Areas" (Table 1) must consist of multi-sided, prefabricated artificial reef modules (at least five feet tall) each weighing at least 3,000 lbs. All artificial reef modules must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi) and cured for at least 14 days prior to deployment. Modules shall consist of concrete and embedded stone or shell (no external metal framework) with multiple openings all the way through the outer surface to allow for water circulation and access by fish. All modules must have a solid bottom or the top of the structure must have an opening greater than 36 inches in diameter to allow for sea turtle escapement. Maximum artificial reef module size and footprint was determined by the NRDA trustees as acceptable and must be abided by. Units must be capable of being lowered to an upright position on the seafloor. Any lifting lines or straps used during deployment must be temporary and removed prior to reimbursement. Accepted module design concepts have been specified in the phase III ERP and additional design concepts are specified in the Phase V ERP appendix B and are described below:

1. Small Tetrahedron Reef: 8 ft. tall (maximum), 10 ton (maximum) hollow concrete walled structure with three or more sides. There will be a turtle escape opening created at the top of the structure that must be greater than 36 in. in diameter.

2. Concrete Disk Reef: 8ft tall (maximum), three or more rock or shell embedded concrete layers are mounted on the piling with at least four (4) inches separating each layer.

3. Large Tetrahedron Reef: 18 ft. tall (maximum), 18 ton (maximum) hollow concrete walled structure with three or more sides. This unit is a larger version of the original 8 ft. tall tetrahedron. Like the smaller tetrahedron, there will be a turtle escape opening created at the top of the structure that must be greater than 36 in. in diameter.

4. Ledge and Disk Reef: 8 ft. tall (maximum), 4 ton (maximum) concrete hollow base structure, with at least one side almost entirely open (opening at least 36 in. wide and two feet high). Attached to the top of the base structure is a vertical reef (multiple rock and concrete disks set on a post-similar to the concrete disk reef concept).

5. Large Dome Reef: 8 ft. tall (maximum), 7 ton (maximum) concrete structures in the shape of a dome with a solid base and multiple small holes throughout the structure. There will be a turtle escape opening created at the top of the structure that must be greater than 36 in. in diameter.

B. Reimbursement for loading, transporting and deploying the materials will be based on a cost per unit basis. Materials that are placed within the boundaries of the permitted area, completely intact and in an upright position will be reimbursed at the full unit cost. If modules are damaged during deployment liquidated damages may be assessed by the **GRANTEE** following the schedule specified later in this document. The **GRANTEE** is reminded to plan module placement with sufficient buffer from the edge of the permitted area based on deployment depth, sea conditions, construction equipment, and contractor experience. Modules placed outside of the permitted boundaries will not be eligible for reimbursement.

C. For each barge load of artificial reef materials, the **GRANTEE** shall inventory all of the artificial materials, calculate the tonnage (either using before and after barge draft calculations, trucking receipts, or preferably, use the known weights of individual reef modules), and take a representative photograph of the artificial reef material on the barge or other deployment vessel immediately prior to deployment.

14. INSPECTION AND NOTIFICATION

A. The **GRANTEE** shall notify the **COMMISSION** by email of the times and dates of the following events a minimum of five (5) business day prior to each event:

1. Initiation of module construction and when modules are available for **COMMISSION** inspection.

2. Mobilization of equipment/material to the staging site(s).

3. When barges are loaded, prior to transit to the job site.

4. Completion of placement for each location.

B. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials before, during, and after the deployment.

15. **PRE DEPLOYMENT SURVEYS**

A. The **GRANTEE** shall provide documentation of pre-deployment bottom surveys using a combination of visual SCUBA assessments, side scan sonar, and/or underwater video equipment to verify that the intended reef locations do not have submerged grass beds, shellfish, other hard bottom communities, corals or historic artifacts. Written documentation of these pre-deployment surveys shall be provided to the **COMMISSION's** contract manager prior to material deployment at each surveyed site. Pre-deployment surveys must have been completed no more than 18 months prior to deployment. Based upon review of the pre-deployment bottom surveys, the **COMMISSION** may require additional pre-deployment monitoring if deemed necessary by the **COMMISSION.**

B. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, and Compliance Review Section at (850) 245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes. If any cultural or historic resources are discovered during the implementation of this project, work must cease in the vicinity of the discovery and staff must contact James Chapman, DOI Deepwater Horizon Oil Spill NRDAR Section 106 Coordinator, at (404) 679-7060 or james_chapman@fws.gov. The discovery of cultural or historic resources may necessitate additional review of this project under NHPA Section 106. This language shall be included in all subsequent agreements.

16. **LOADING AND TRANSPORTATION**

A. The **GRANTEE's** Project Manager shall complete the FWC Artificial Reef Cargo Manifest form to be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 379.249, Florida Statutes. The form is available on the **COMMISSION's** website: http://www.myfwc.com/conservation/saltwater/artificial-reefs. The Cargo Manifest Form shall be submitted to the **COMMISSION** at least five (5) days prior to deployment.

B. Artificial reef modules will be loaded using a suitable means of conveyance for transportation to a staging site and loading onto a barge or other suitable vessel for offshore transportation to the designated artificial reef site. Offshore transportation shall be provided by a sufficiently powered

transport or towing vessel, and shall include the necessary personnel and equipment to safely transport and deploy the reef material.

17. **DEPLOYMENT AND MATERIALS PLACEMENT**

A. At least 60 days prior to deployment, the **GRANTEE** shall provide the **COMMISSION** with a list of specific coordinates for each planned module location. The **GRANTEE** shall provide the **COMMISSION** with an Excel file listing the coordinates for each module. Every module must be assigned a unique alpha numeric identifier listed in the Excel Spreadsheet along with module description and planned depth.

B. All artificial reef modules shall be planned a minimum of 50 ft. from all permitted area boundaries. For deeper depths, strong current, wind or sea conditions, a greater buffer is strongly encouraged to ensure all deployments fall within the permitted area.

C. At least 14 days prior to deployment, the **GRANTEE** shall provide the **COMMISSION** with an operations plan identifying the deployment locations with sufficient buffer from permit boundaries, schedule, list of vessels to be involved with the deployment operations, identify the VHF working channel during operations and a list of key personnel with contact information (mobile phone and email).

D. Prior to deployment, the **GRANTEE** shall spray paint or otherwise obviously display the unique alpha numeric identifier assigned to each module. The unique identifier will be used for tracking purposes during deployment operations and during post-deployment surveys and monitoring activities.

E. During deployment of the artificial reef material, the transport vessel must be effectively moored through double anchoring, be spudded down, or otherwise be held securely in place with minimal movement (+/-50 feet) to ensure accurate placement of the modules on the bottom. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel captain, the transport vessel crew, and the designated **GRANTEE** observer on site. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the **COMMISSION's** observer, the **GRANTEE's** observer or the contractor's vessel captain reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met.

F. The prefabricated artificial reef modules under this Agreement are authorized to be deployed only within those permitted artificial reef areas described in Table 1.

Project Name:	Escambia County NRDA Artificial Reef Construction 2015-2016	**FWC Agreement No.**	15153

Table 1: Description of authorized permitted areas by location.

Permit Area Name	**USACOE Permit Information FDEP Permit Information**		**Location Information**		
Nearshore FISH/DIVE	**Permit Number**	**Expiration**	**Latitude/ Longitude**	**Depth (ft.)**	**Navigational Clearance (ft.)**
Near-Shore East	SAJ-2007-04277-IPCP 17-0322735-001-EI	Mar 19, 2019 Jan 7, 2019	30° 17.740' N; 87° 13.157' W	45-60	26
Near-Shore West	SAJ-2007-04277-IPCP 17-0322742-001-EI	Mar. 19, 2019 Jan 7, 2019	30° 15.563' N; 87° 20.702' W	35-50	26
Casino	SAJ-2011-00514 (SP-SWA) 17-0304962-001-EG	Apr 1 2025 Mar. 9, 2016	30° 18.775' N; 86° 07.494' W	50-60	20
Offshore FISH/DIVE					
Escambia SE	SAJ-2012-02869 (SP-SWA) 17-0314314-004-EM	Dec 23, 2024 Dec 27, 2018	30° 11.503' N; 87° 09.007' W	75-95	45

G. The **GRANTEE's** observer shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place.

H. The **GRANTEE** is responsible for ensuring that all permit conditions are met throughout the deployment. Any violations of permit conditions will be reported to the permit authorities and the **COMMISSION** within 24 hours.

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

J. The **GRANTEE's** Contract Manager or **GRANTEE's** designated official observer shall oversee the temporary marking of each reef deployment location permit boundaries in advance of reef materials deployment in order to assist the contractor in the proper placement of the artificial reef materials. The markers shall be buoys of sufficient size and color to be clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift prior to deployment. Precise GPS placement of marker buoys that do not shift position are important to ensure the reef is constructed within the permitted area and accurately placed at the designated deployment location(s). The **COMMISSION** will not pay for materials placed outside the permitted area.

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

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

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

N. The **GRANTEE** shall specify that contractors must at a minimum comply with all OSHA and USCG safety requirements, including requiring that all personnel in the construction area during construction operations shall be wearing appropriate hard hats, personal floatation devices, and other personal safety protection equipment.

O. The **GRANTEE** shall specify that should the contractor fail to provide a safe area for the performance of the work or any portion thereof, the **GRANTEE** shall have the right, but not the obligation, to suspend work in the unsafe area. All costs of any nature resulting from the suspension, by whomever incurred, shall be borne by the contractor.

18. **POST-DEPLOYMENT SURVEY**

A. The **GRANTEE**, as part of its construction reporting requirements to the **COMMISSION**, is required to conduct post-deployment bottom surveys of at least 30% of the modules deployed during the period of the Agreement, using one or more of the following: visual SCUBA assessments, side scan sonar, and/or underwater video equipment. Survey observations for module liquidated damages, in accordance with table 2, must occur within thirty (30) days of individual module deployments. Weekends and days with sea conditions incompatible with conducting safe diving/monitoring conditions will be excluded from this time window. The **GRANTEE** will notify the **COMMISSION** of the results of the post-deployment module surveys, and provide documentation of any modules observed damaged or misplaced In order to be eligible for final reimbursement, the **GRANTEE** must complete post-deployment visual survey work on 30% of all deployed modules prior to the grant expiration date. The following survey items, at a minimum, must be included:

B. In order to be eligible for reimbursement, post-deployment survey work must be completed prior to the grant expiration date and the following items, at a minimum, must be included:

1. Methods: name and type of vessel, anchored or live boated, type of GPS unit(s), divers, and survey methods.

2. Conditions: cloud cover, wind speed and direction, sea conditions, visibility, water temperature, currents.

3. Chronology: dive plan, start and end of each dive, dive profile, maximum depth, dive time, distance and bearing searched.

4. Coordinates: Describe the GPS unit(s) used to navigate to the site (model number). Describe whether differential or WAAS coordinates were recorded. Compare the dive locations to deployment location numbers. How well do they match the published numbers?

5. Physical observations: Describe the number and size of material observed. What is the proximity of concrete pieces or modules to each other? What percent material was damaged or partially damaged? What is the material orientation? What is the maximum and minimum relief of the site? What is the navigational clearance (depth at the top of the module)? How do these observations compare to the Material Placement Report Form information submittal?

6. Footprint area: Measure the approximate total area covered by each patch reef through standard in situ survey practices or by calculating the cumulative footprint of individual modules of known size.

7. Biological observations: Describe any fish observed, or other general biological observations.

8. Video and photographs: Provide representative still and/or video footage of each deployment location (digital format preferred when available).

C. The **GRANTEE** must develop for the purpose of tracking each module placement a system of unique module identifiers. For example, one such system could consist of unique alpha numeric lettering spray painted or otherwise obviously displayed on each unit. The purpose of this system is to allow for visual identification of these units underwater during initial post deployment module condition and orientation visual assessments.

D. The **GRANTEE** shall specify a liquidated damages schedule as part of their contract with the selected contractor, giving the **GRANTEE** and **COMMISSION** the option of reducing payment for any misplaced, disoriented, cracked or broken modules documented during the post-deployment surveys. The **GRANTEE** must report liquidated damages reduction to the contractor using the assigned unique identifier number within 30 days of material deployment. Claims for liquidated damages may only be applied to the specific modules documented by the **GRANTEE** within the 30-day inspection period. Modules not inspected within the 30-day inspection period will not be eligible for liquidated damages. Liquidated damages may be applied per unit according to the liquidated damages schedule (Table 2). Damages can be cumulative; for example, if a unit is found to be lying on its side and was cracked during handling that unit's price will be reduced by 20%. " Additional liquidated damages criteria may be included by the **GRANTEE** but must be approved by the **COMMISSION.** If modules are assessed liquidated damages, the footprint of the damaged modules will not be included in the total allowable footprint.

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Table 2: Schedule of liquidated damages for misplaced, disoriented, cracked or broken modules documented during the post-deployment surveys completed within the 30-day liquidated damage inspections.

Liquidated Damages (PER UNIT)		**Reduction**
1	Unit deployed intact but not lying upright	10%
2	Unit cracked during handling but is still intact	10%
3	Unit is broken with up to 10% of the material no longer intact	10%
4	Unit is broken with up to 20% of the material no longer intact	20%
5	Unit is broken with up to 30% of the material no longer intact	30%
6	Unit is broken with up to 40% of the material no longer intact	40%
7	Unit is broken with more than 40% of the material no longer intact	100%
8	Unit was deployed outside of the permitted area.	100%

E. An additional contract will be executed between the **GRANTEE** and the **COMMISSION** utilizing funds in addition to those funds provided in this agreement to address human use monitoring for a minimum of three years post construction.

19. **ALLOWABLE EXPENDITURES ASSOCIATED WITH THE REEF PROJECT**

A. Funds from this Agreement may be expended for engineering or consultation activities. A total of $60,000 or 5% (whichever is more) of total project costs may be used for engineering or consultation costs. Any funds required in excess of this amount must be provided by the **GRANTEE**. Activities may include but need not be limited to the following:

1. Pre deployment reef layout, planning and design.

2. Post deployment mapping of the orientation and position of the reef materials in relation to each other.

3. Observation of deployment operations including observation vessel charter, camera/video media, and duplication.

4. When necessary to assure accurate placement of material, costs of anchors, chain, shackles, temporary buoys, line, etc.

5. Costs of advertising includes costs associated with all forms of publicity to announce bid specifications and secure vendors

6. Physical monitoring, mapping, and evaluation of artificial reefs to determine the relative merit of the material and the stability and durability of the artificial reef.

7. Any additional activities not included in items 1-6 above must be approved by the **COMMISSION**.

20. **LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS**

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

21. **DELIVERABLES**

A. Deliverable (Artificial Reef Construction)

1. Construction of marine artificial reefs will occur by deploying in accordance with **COMMISSION** approved module placement design plans, in the Nearshore and Offshore Fish/Dive Permitted Areas, one or more designs of multi-sided, prefabricated concrete and stone or shell embedded artificial reef modules weighing at least 3,000 lbs. and standing at least five feet tall. All modules must be approved designs specified in the Phase III ERP or the Phase V ERP appendix B.

B. Minimum Level of Performance

1. All module designs must be reviewed and approved by the **COMMISSION** through a **COMMISSION** approved competitive solicitation process. All artificial reef modules must be deployed within the boundaries of the permitted areas (Table 1) and in compliance with all the applicable permits and authorizations associated with each permitted area. All module designs must be approved as specified in the Phase V ERP appendix. Modules placed outside active permitted areas in noncompliance with permit conditions will not be funded. Artificial reef modules must be deployed in accordance with the specifications in this Agreement. Cumulative module footprint for all artificial reefs combined is not to exceed 57,719 square feet, minus the footprint of those modules that were assessed liquidated damages.

2. All module designs used will be approved by the **COMMISSION** and the number of modules deployed will be based on the selected RFP proposal and deployed in accordance with the **COMMISSION** and **GRANTEE** approved design plan for module placements.

C. Documentation / Criteria Used as Evidence of Performance

1. A Materials Placement Report shall be submitted to the **COMMISSION's** Project Manager within 30 days of field operations completion. The Materials Placement Report form is available on the **COMMISSION's** website at: http://www.myfwc.com/conservation/saltwater/artificial-reefs/. The Materials Placement Report must have a certification signature and reflect an accurate material tonnage for the reef deployed as well as a detailed description of the type, number, dimensions and individual weights of the various sizes of reef modules deployed. This information shall be submitted on the materials placement report.

2. A final field report providing the designated observer's narrative, for each day of the reef deployment operations, is required prior to reimbursement. The field report shall include a written chronology and narrative describing the deployment, and a performance evaluation of the marine contractors who performed the work. The final field report should include photos of the material and loaded barge prior to each deployment and, if available, underwater photographs and video footage (surface and/or underwater).

D. Timeline for Completion

1. All artificial reef construction must be completed prior to the agreement expiration date. Advance planning that avoids dependence on a favorable weather window during the final days of the project is strongly encouraged.

22. **FINANCIAL CONSEQUENCES**

A. If the **GRANTEE** fails to complete construction before contract expiration specified by the Scope of Work, the budget amount allocated for those modules not yet deployed will be deducted from the **GRANTEE's** payment.

B. The **GRANTEE** will not be eligible for reimbursement until all reports have been provided to the satisfaction of the **COMMISSION** documenting that all work has been completed in accordance with the Scope of Work, and in compliance with all permit conditions.

C. The **GRANTEE** must provide pictures and/or representative video of each damaged module as backup documentation for any damages that are assessed. If no documentation of liquidated damages has been provided to the Contractor within the first 30 days of completion of the final deployment then the Contractor can assume that all of the materials have been accepted by the **GRANTEE** and the Contractor may invoice for the full amount of the project.

23. **PERFORMANCE**

A. Written or electronically transmitted progress reports must be sent to the **COMMISSION's** Contract Manager at no less than 60 day intervals beginning from the date of execution of this agreement. The progress report shall include construction activities that have occurred since the last report and construction activities planned until the next report.

B. The **GRANTEE** agrees to follow all provisions of Section 379.249, Florida Statutes and Chapter 68E-9, Florida Administrative Code during the term of this Agreement.

C. The **GRANTEE** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all contracts issued as a result of this Agreement.

D. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, and Compliance Review Section at (850)245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes. If any cultural or historic resources are discovered during the implementation of this project, work must cease in the vicinity of the discovery and staff must contact James Chapman, DOI Deepwater Horizon Oil Spill NRDAR Section 106 Coordinator, at (404) 679-7060 or james_chapman@fws.gov. The discovery of cultural or historic resources may necessitate additional review of this project under NHPA Section 106. This language shall be included in all subsequent agreements.

E. Funds from this Agreement may not be expended on salaries, training, or parts replacement or repairs to rented or contractor owned equipment. Documentation of expenses and survey reports must be submitted with the closeout package in order for reimbursement to be made.

F. The **GRANTEE** agrees to acknowledge the role of the **COMMISSION** and the Deepwater Horizon Natural Resource Damage Assessment Trustee Council funding in any publicity related to this Agreement.

24. COST REIMBURSEMENT AND LIQUIDATED DAMAGES

A. The **GRANTEE** shall be compensated on a cost reimbursement basis in accordance with the Cost Reimbursement Contract Payment Requirements as shown in the Department of Financial Services, "Reference Guide for State Expenditures" publication. The cost reimbursement requirements section of the Reference Guide is attached hereto and made a part hereof as Attachment D.

B. The invoice shall be submitted to the **COMMISSION** prior to the agreement expiration date. Invoices not properly prepared shall be returned to the **GRANTEE** for correction (examples include the presence of mathematical errors, billing inconsistent with actual work performed, absence of authorized signatures, etc.).

25. **INVOICE SCHEDULE**

A. Invoices may be submitted after completion of the deliverable and must be received by the **COMMISSION** prior to agreement expiration to assure availability of funds for payment. A timely reimbursement request following completion of actual field operations is strongly encouraged.

26. **TRAVEL EXPENSES**

A. No travel expenses are authorized under the terms of this Agreement.

27. **FORMS AND DOCUMENTATION**

A. The **GRANTEE** and Review Committee members shall submit a completed "Conflict of Interest Statement" form (Attachment F).

B. The **GRANTEE** shall submit a completed Materials Placement Report form documenting each deployment event along with the invoice and request for payment. The Materials Placement Report form is available on the **COMMISSION's** website at: www.myfwc.com/conservation/saltwater/artificial-reefs.

C. The **GRANTEE** shall submit an Excel file listing the coordinates for each module location plus a center point for each cluster of modules. The Excel file shall provide coordinates in both Decimal Degrees (DD.ddddd) and Decimal Minutes (DD MM.mmm) formats and include, at a minimum, depth, material description, material height, and unique name for each deployment location.

28. **MONITORING SCHEDULE**

A. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials, staging site and construction site before, during, and after the deployment.

B. An additional contract will be executed between the **GRANTEE** and the **COMMISSION** utilizing funds in addition to those funds provided in this Agreement to address human use monitoring for a minimum of three years post construction.

29. **INTELLECTUAL PROPERTY RIGHTS**

A. See Agreement for applicable terms and conditions related to the intellectual property rights.

30. **SUBCONTRACTS**

A. The **GRANTEE** agrees to follow all requirements of Section 287.057, F.S., for the procurement of commodities or contractual services under this Agreement. The **GRANTEE** will obtain a minimum of three written quotes for any subcontracts required for Agreements in the amount of $35,000 or less, and the **GRANTEE** will publicly advertise and send RFP specifications to a minimum of five (5) potential contractors for any subcontracts required for Agreements in excess of $35,000.

B. The use of a vendor registered with the Statewide Negotiated Agreement Price Schedule (SNAPS) does not preclude the **GRANTEE** from the requirements of Section 287.057, F.S.

C. The **GRANTEE** shall submit RFP specifications to the **COMMISSION's** Contract Manager for approval within ninety (90) days following the execution date of this Agreement.

D. All RFP specifications must be approved, in writing, in advance by the **COMMISSION's** Contract Manager, prior to public advertisement or distribution.

E. Any request to use a sole source vendor by the **GRANTEE** must be requested and justified in writing and approved by the **COMMISSION's** Contract Manager prior to awarding a sole source subcontract under this Agreement.

F. A summary of the vendor replies and recommended contractor must be sent by the **GRANTEE** to the **COMMISSION's** Contract Manager for written approval prior to the awarding of any subcontracts under this Agreement.

G. Subcontracts for offshore transport and placement of artificial reef material shall be prepared such that upon initiation of the handling and movement of these artificial reef materials by the **GRANTEE's** contractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the contractor. This liability, assumption of risk and responsibility shall remain with the contractor until the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

H. A copy of this Agreement should be provided to all contractors and incorporated by reference in all subcontracts. The **GRANTEE** shall require all contractors to comply with all applicable provisions of this Agreement.

I. Any subcontract arrangements must be evidenced by a written document available to the **COMMISSION** upon request. Copies of any subcontracts must be submitted to the **COMMISSION's** Contract Manager with the **GRANTEE's** invoice for payment.

31. **INSURANCE**

A. See Agreement for applicable terms and conditions related to insurance.

32. **SECURITY AND CONFIDENTIALITY**

A. See Agreement for applicable terms and conditions related to security and confidentiality.

33. **RECORD KEEPING REQUIREMENTS**

A. See Agreement for applicable terms and conditions related to record keeping requirements.

34. **NON-EXPENDABLE PROPERTY**

A. Subject to satisfactory performance under this Contract, the **GRANTEE** shall retain title and ownership to all non-expendable equipment costing $1,000 or more purchased by the **GRANTEE** for purposes of this Contract. However, In the event the **GRANTEE** fails to satisfactorily complete the services required herein, the **GRANTEE** shall: a) return to the **COMMISSION** all equipment purchased with funds from this Contract; or, b) reimburse the **COMMISSION** for the cost of all equipment purchased with funds from this Contract.

35. **PURCHASE OR IMPROVEMENT OF REAL PROPERTY**

A. This Section is not applicable and intentionally left blank.

36. **SPECIAL PROVISIONS FOR CONSTRUCTON CONTRACTS**

A. **DRUG-FREE WORKPLACE**

1. Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

B. **CONTRACTOR ELIGIBILITY**

1. In accordance with Executive Order 12549, Debarment and Suspension, the **GRANTEE** shall agree and certify 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; and, that the **GRANTEE** shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the **COMMISSION** by the federal agency issuing the grant award. As required by sentences 1 and 2 above, the **GRANTEE** shall include the language of this section in all subcontracts or lower tier agreements executed to support the **GRANTEE's** work under this Agreement.

C. **PAYMENT BOND**

1. This Section is not applicable and intentionally left blank.

D. **PERFORMANCE BOND**

1. This Section is not applicable and intentionally left blank.

E. **CERTIFICATE OF CONTRACT COMPLETION**

1. The **GRANTEE** will be required to complete a Certificate of Completion form (Attachment E) when all work has been completed and accepted. This form must be submitted to the **COMMISSION's** Contract Manager with the **GRANTEE's** invoice for payment to be

authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

F. **CERTIFICATE OF PARTIAL PAYMENT**

1. The **GRANTEE** will be required to complete a Certificate of Partial Payment form (Attachment G) to be submitted to the Commission's Contract Manager with any invoice submitted prior to the final invoice which will require the submittal of the Certificate of Completion form (Attachment E). The Commission's Contract Manager shall submit the executed form with the invoice to Accounting Services.

G. **GRANTEE PAYMENTS TO CONTRACTOR**

1. See Agreement for applicable terms and conditions related to grantee payments to contractor.

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Attachment B
CERTIFICATIONS AND ASSURANCES

The Commission will not enter this Agreement unless Grantee completes, signs and returns to the Commission, the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee, through its duly authorized representative, certifies that it has read and provides the certifications and assurances below; and acknowledges it has an ongoing obligation to give written notice to the Commission, within a reasonable time, following any change in status regarding these certifications and assurances.

Part I: State Certifications and Assurances.
If this Agreement is supported by State funding,
then the following Certifications and Assurances apply.

A. **Interested State Employees, Chapter 112, F.S.** Grantee certifies to the best of its knowledge, that none of its officers, directors, employees or other agents is also an employee of the State of Florida who owns, directly or indirectly, an interest of five percent (5%) or more in the Grantee or its affiliates.

B. **Conflict of Interest, Section 200.112, OMB Uniform Guidance (2 CFR 200).** If this Agreement includes a Federal award, Grantee certifies that neither it, its principals, or agents, have a conflict of interest with either the Commission or the Federal awarding agency.

C. **Convicted Vendors, Section 287.133, F.S.** Grantee certifies that it, its principals, recipients, subrecipients, contractors, and subcontractors, are not on the Convicted Vendors List as maintained by the Department of Management Services, pursuant to Section 287.133(3)(d), F.S.

D. **Scrutinized Companies List, Sections 287.135 and 215.473, F.S.** If this Agreement is in the amount of **$1 million or more**, Grantee certifies that to the best of its knowledge, it, its principals, recipients, subrecipients, contractors, and subcontractors are not:

   a. On the Scrutinized Companies with Activities in Sudan List;

   b. On the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

   c. Engaged with business operations in Cuba or Syria.

E. **Discriminatory Vendors, Section 287.134, F.S.** Grantee certifies that it, its principals, recipients, subrecipients, contractors and subcontractors are not on the Discriminatory Vendors List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S.

F. **Litigation, Investigations, Arbitration, or Administrative Proceedings.** Grantee certifies that it, its principals and agents, are not engaged in any civil or criminal litigation investigations, arbitration, or administrative proceedings relating to or affecting the Grantee's ability to perform under this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Part II: Federal Certifications and Assurances.
If this Agreement is supported by Federal funding,
then the following Certifications and Assurances apply.

A. **Equal Employment Opportunity**. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Equal Employment Opportunity requirements contained in Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

B. **Davis-Bacon Act.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Davis-Bacon Act 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5.

C. **Copeland "Anti-Kickback Act.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5).

D. **Contract Work Hours and Safety Standards Act.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Contract Work House and Safety Standards Act, Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR part 5).

E. **Rights to Inventions Made Under a Contract or Agreement.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", 37 CFR Part 401.

F. **Clean Air Act and Water Pollution Control Act.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Clean Air Act, 42 U.S.C. 7401-7671q, and the Water Pollution Control Act, 33 U.S.C. 1251-1387, as amended.

G. **Energy Efficiency.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871.

H. **Drug-Free Workplace.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94.

   a. Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

      1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
   i. The dangers of drug abuse in the workplace.
   ii. The policy of maintaining a drug-free workplace.
   iii. Any available drug counseling, rehabilitation and employee assistance programs.
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph Part II, H.a.1 of this certification.

4. Notifying the employee in the statement required by paragraph Part II, H.a.1 of this certification that, as a condition of employment under the Agreement, the employee will:
   i. Abide by the terms of the statement.
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph Part II, H.a.4.b from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph Part II, H.a.4.b. herein, with respect to any employee who is so convicted:
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
   ii. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

b. If the Grantee is an individual, the Grantee certifies that:

   1. As a condition of the grant, Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

   2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

I. Trafficking Victims Protection Act of 2000. Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S. C. 7104(g), 2 CFR 175.15.

J. Debarment and Suspension. In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee certifies that neither it, nor its principals, or agents, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

K. Prohibition against Lobbying. If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Agreement.

a. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, 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, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Agreement, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

b. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

L. Lacy Act; Magnuson-Stevens Fishery Conservation and Management Act; Migratory Bird Treaty Act; and Endangered Species Act. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with, and gives its assurance that said parties will continue to remain in compliance with the Lacy Act, 16 U.S.C, 3371-3378; Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884; Migratory Bird Treaty Act, 16 U.S.C. 703-712; and Endangered Species Act, 16 U.S.C. 1531, et seq.

By signing below, Grantee certifies the representations outlined above are true and correct.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By: [redacted]

Grover C. Robinson, IV, Chairman

Date Executed

1/7/2016

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: [redacted]
Deputy Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL

This document approved as to form and legal sufficiency.

By [redacted]

Title ACA

Date 12/10/15

BCC Approved 01-07-2016

Attachment C
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Contract, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.

B. In the event that the Grantee expends **$500,000.00 ($750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. If the Grantee expends less than **$500,000.00 ($750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00 ($750,000.00** for fiscal years beginning on or after

December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.

F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.

G. If the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than Federal entities).

H. A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of **$500,000.00** in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Grantee expends less than **$500,000.00** in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **$500,000.00** in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/.

E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Grantee received the audit report); copies of the reporting

package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2) The Auditor General's Office at the following address:

   Auditor General's Office
   G74 Claude Pepper Building
   111 West Madison Street
   Tallahassee, FL 32399-1450

D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

- End of Attachment C –

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
n/a	none	n/a
	Total Federal Awards	none

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**
n/a	none

STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
n/a	none	n/a
	Total Matching Funds Associated with Federal Programs	none

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
77-007	Florida Artificial Reef Program	$2,701,795.15
	Total State Awards	$2,701,795.15

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**
77-007	1. Only the goods and/or services described within the attached Agreement and Attachment A Scope of Work are eligible expenditures for the funds awarded. 2. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement. 3. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

- End of EXHIBIT 1 -

Attachment D

COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

FL FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF MARINE FISHERIES MANAGEMENT
ARTIFICIAL REEF PROGRAM
CERTIFICATION OF COMPLETION

I, _____
(Printed Name and Title)

representing _____
(Name of Grantee)

do hereby certify under penalties of perjury per § 216.349, Florida Statutes, that the artificial reef project funded by Grant Number FWC - 15153 has been completed in compliance with all terms and conditions of said Grant Agreement.

_____ _____
(Signature) (Date)

Rev. 12/2013

Attachment F

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

STATEMENT REGARDING CONFLICTS OF INTEREST

(287.057, F.S.)

FWC Agreement No. **FWC-15153**

GRANTEE RFP No. _____

I _____ hereby certify that while I have taken part in the development or selection of criteria for evaluation, in the evaluation, and/or in the award processes for the above referenced contract, I am independent of and have no conflict of interest in the entities evaluated and selected.

_____

(Signature)

_____

(Date)

Attachment G

FL FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF MARINE FISHERIES MANAGEMENT
ARTIFICIAL REEF PROGRAM
CERTIFICATION OF PARTIAL COMPLETION

I, _____
(Printed Name and Title)

representing _____
(Name of Grantee)

do hereby certify <u>under penalties of perjury</u> per § 216.349, Florida Statutes, that the portion of the artificial reef project funded by Grant Number FWC - 15153 as listed on attached invoice #_____has been completed in compliance with all terms and conditions of said Grant Agreement.

_____ _____
(Signature) (Date)

Rev. 12/2013

EXHIBIT C

Florida Department of Environmental Protection

160 Governmental Center, Suite 308
Pensacola, Florida 32502-5794

Rick Scott
Governor

Jenifer Carroll
Lt. Governor

Herschel T. Vineyard
Secretary

March 9, 2011

Escambia County BOCC
223 Palafox Place
Pensacola, FL 32501

Dear Applicants:

This is to acknowledge receipt of your notice (File No. 17-0304962-001-EG) received on February 15, 2011, of intent to use a general permit for the construction of an artificial reef area approximately 52.97 acres in size, pursuant to Rule 62-341.600, Florida Administrative Code. The project is located approximately 1.07 miles south of Casino Beach on Pensacola Beach with the central point at Latitude 30° 18′ 46.51″ North, Longitude 87° 07′ 29.64″ West. 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 general permit are subject to general conditions required in Rule 62-4.540, F.A.C. (attached), and the specific conditions of Rule 62-341.600(attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Authorization to use sovereignty submerged lands – 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 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 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.

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 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 Governmental Center, Suite 201, Pensacola, Florida 32501-5794.

NOTICE OF RIGHTS OF SUBSTANTIALLY AFFECTED PERSONS

This permit is hereby granted. This action is final and effective on the date filed with the Clerk of the Department unless a sufficient petition for an administrative hearing is timely filed under sections 120.569 and 120.57 of the Florida Statutes as

EXHIBIT C

Florida Department of Environmental Protection

160 Governmental Center, Suite 308
Pensacola, Florida 32502-5794

Rick Scott
Governor

Jenifer Carroll
Lt. Governor

Herschel T. Vineyard
Secretary

March 9, 2011

Escambia County BOCC
223 Palafox Place
Pensacola, FL 32501

Dear Applicants:

This is to acknowledge receipt of your notice (File No. 17-0304962-001-EG) received on February 15, 2011, of intent to use a general permit for the construction of an artificial reef area approximately 52.97 acres in size, pursuant to Rule 62-341.600, Florida Administrative Code. The project is located approximately 1.07 miles south of Casino Beach on Pensacola Beach with the central point at Latitude 30° 18′ 46.51″ North, Longitude 87° 07′ 29.64″ West. 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 general permit are subject to general conditions required in Rule 62-4.540, F.A.C. (attached), and the specific conditions of Rule 62-341.600(attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Authorization to use sovereignty submerged lands – 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 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 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.

provided below. If a sufficient petition for an administrative hearing is timely filed, this action automatically becomes only proposed agency action on the application, subject to the result of the administrative review process. Therefore, on the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because an administrative hearing may result in the reversal or substantial modification of this action, the applicant is advised not to commence construction or other activities until the deadlines noted below for filing a petition for an administrative hearing or request for an extension of time have expired.

Mediation is not available.

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 of the Florida Statutes. The petition must contain the information set forth below and 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.

Under rule 62-110.106(4) of the Florida Administrative Code, a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline. 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. If a request is filed late, the Department may still grant it upon a motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect.

If a timely and sufficient petition for an administrative hearing is filed, other persons whose substantial interests will be affected by the outcome of the administrative process have the right to petition to intervene in the proceeding. Intervention will be permitted only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.

In accordance with rule 62-110.106(3), Florida Administrative Code, petitions for an administrative hearing by the applicant must be filed within **14 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) of the Florida Statutes 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) of the Florida Statutes,

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 petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition for an administrative hearing 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 of the Florida Statutes.

A petition that disputes the material facts on which the Department's action is based 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; 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.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301.

Under sections 120.569(2)(c) and (d) of the Florida Statutes, a petition for administrative hearing must be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed.

This permit constitutes an order of the Department. Subject to the provisions of paragraph 120.68(7)(a) of the Florida Statutes, which may require a remand for an

administrative hearing, the applicant has the right to seek judicial review of the order under section 120.68 of the Florida Statutes, by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 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 when the order is filed with the Clerk of the Department. The applicant, or any party within the meaning of section 373.114(1)(a) or 373.4275 of the Florida Statutes, may also seek appellate review of the order before the Land and Water Adjudicatory Commission under section 373.114(1) or 373.4275 of the Florida Statutes. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the order is filed with the Clerk of the Department.

Please be advised that the general permit expires five years from the date the notice to use the general permit was received by the Department. If you wish to continue this general permit beyond the expiration date, you must notify the Department at least 30 days before its expiration.

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 Woody Speed at (850) 595-0651. When referring to this project, please use the file number listed above.

Sincerely,

Diana Athnos
Environmental Manager
Submerged Lands & Environmental
Resources Program

Enclosures: Location Map and Project Drawings
General Conditions for All Noticed General Permits
Marine Wildlife Safety Plan

C: U.S. Army Corps of Engineers

CERTIFICATE OF SERVICE

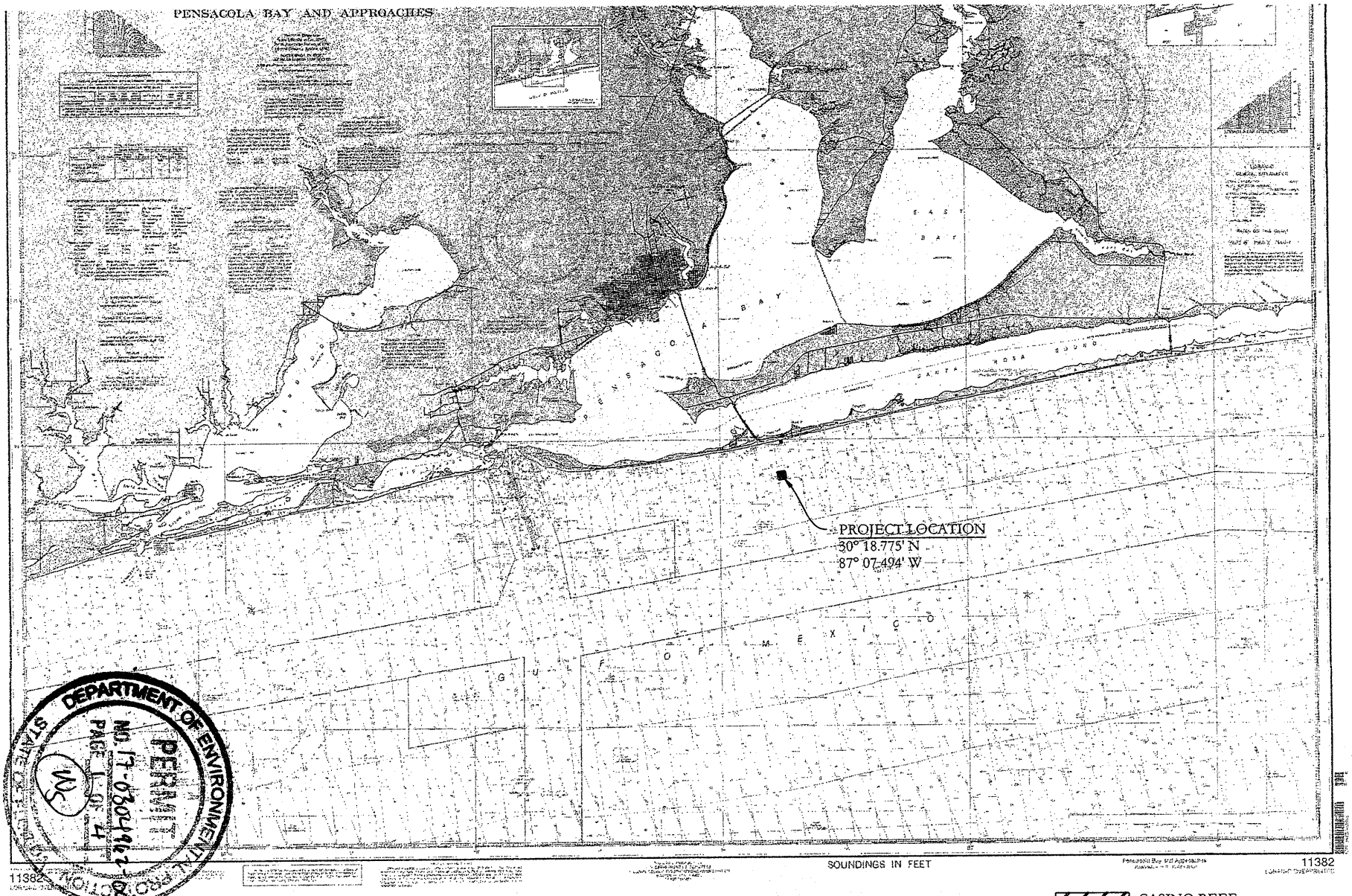
The undersigned duly designated deputy clerk hereby certifies that this permit, including all copies were mailed before the close of business on March 9, 2011 to the above listed persons.

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
Brandy Bass	3/9/2011

FOR PERMITTING PURPOSES ONLY. NOT RELEASED FOR CONSTRUCTION.



STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
NO. 17-0304962-001-EG
PAGE 1 OF 4
WS

CASINO REEF DEPLOYMENT SITE

5 0 2.5 5

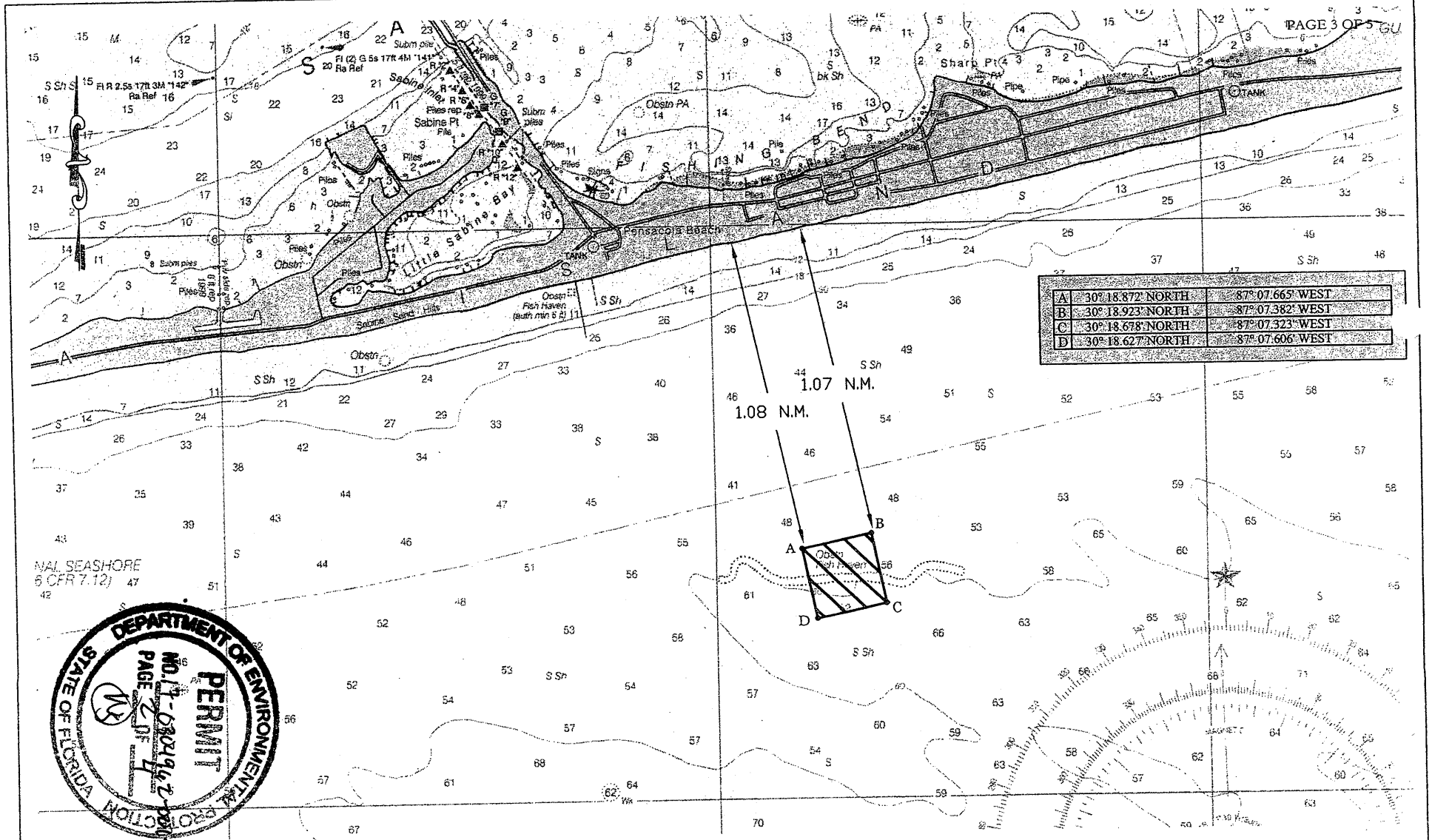
NAUTICAL MILES

DATA TAKEN FROM NOAA CHART 11382, DATED 3/04

WETLAND SCIENCES INCORPORATED

OVERALL PLAN VIEW OF CASINO REEF SITE OVERLAIN ONTO NOAA 11382

PROJECT #2007-103	DATE: FEBRUARY 2011
DRAWN BY: KDJ	SCALE: 1 Inch = 5 Nautical Miles



A	30° 18.872' NORTH	87° 07.665' WEST
B	30° 18.923' NORTH	87° 07.382' WEST
C	30° 18.678' NORTH	87° 07.323' WEST
D	30° 18.627' NORTH	87° 07.606' WEST

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT
NO. 17-0284962-001
PAGE 2 OF 4

CASINO REEF SITE

NOTES:

1. COORDINATES FOR CORNERS OF REEF SITES ARE REPORTED IN DECIMAL DEGREES, NAD 83 DATUM.

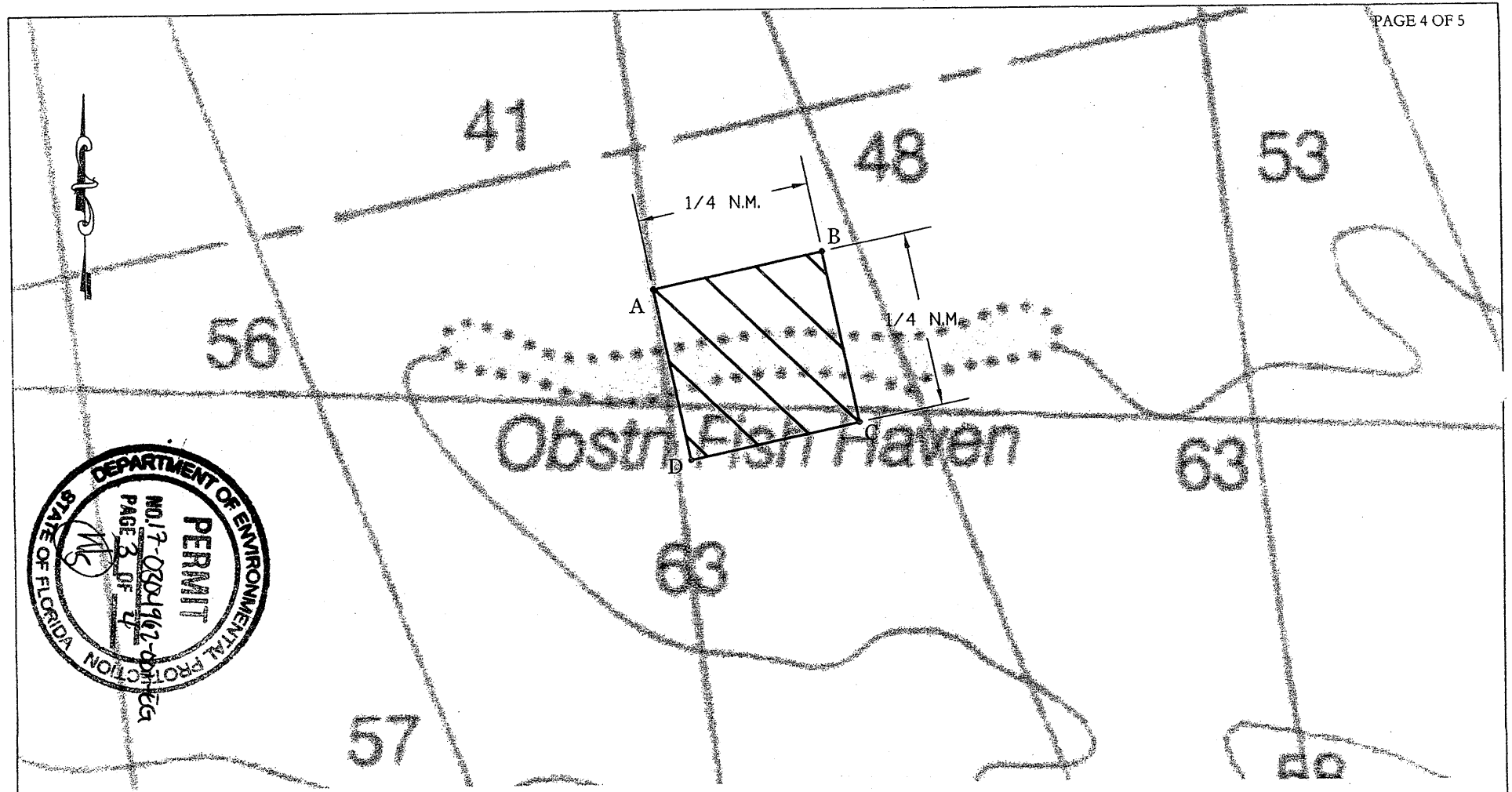
WETLAND SCIENCES INCORPORATED

OVERALL PLAN VIEW
CASINO REEF SITE

PROJECT #2007-103	DATE: FEBRUARY 2011
DRAWN BY: KDJ	SCALE: 1 inch = 0.5 nautical miles

0.5 0 0.25 0.5
NAUTICAL MILE

DATA TAKEN FROM NOAA CHART 11382, DATED 10/06



DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE OF FLORIDA
PERMIT
NO. 17-0204967-004-EG
PAGE 3 OF 4

CASINO REEF DEPLOYMENT SITE

A	30° 18.872' NORTH	87° 07.665' WEST
B	30° 18.923' NORTH	87° 07.382' WEST
C	30° 18.678' NORTH	87° 07.323' WEST
D	30° 18.627' NORTH	87° 07.606' WEST

NOTES:

1. COORDINATES FOR CORNERS OF REEF SITES ARE REPORTED IN DECIMAL DEGREES, NAD 83 DATUM.

WETLAND SCIENCES INCORPORATED

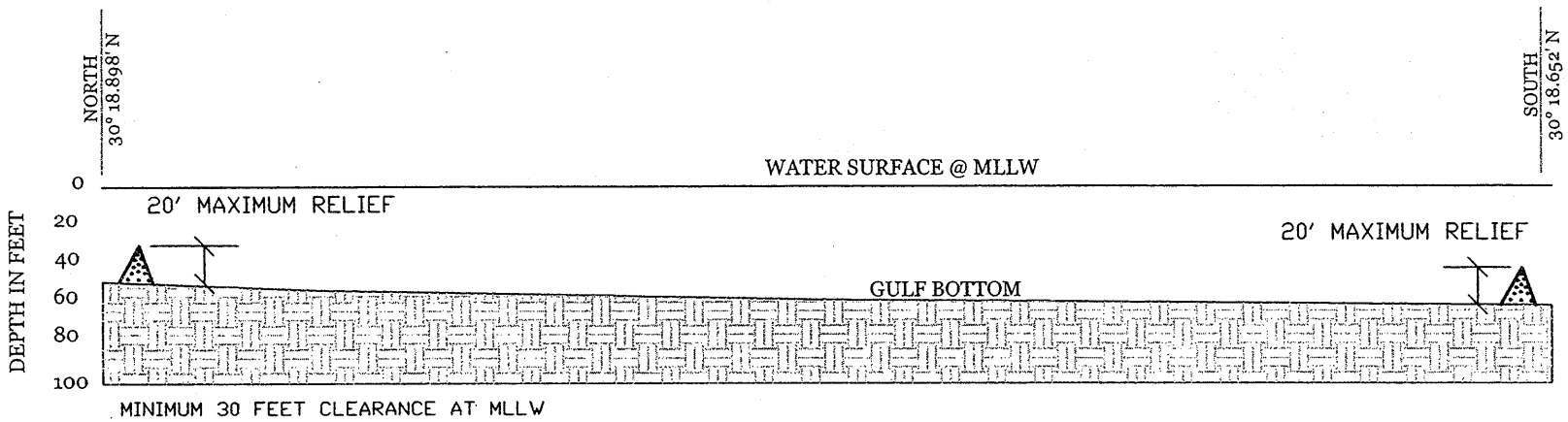
CLOSE UP OF CASINO REEF SITE

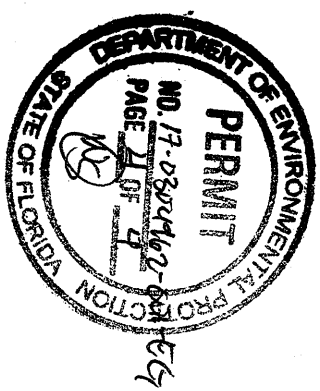
PROJECT #2007-103	DATE: FEBRUARY 2011
DRAWN BY: KDJ	SCALE: 1 inch = 0.25 nautical miles

1/4 0 1/8 1/4
NAUTICAL MILE

DATA TAKEN FROM NOAA CHART 11382, DATED 10/06

TYPICAL SECTION
(87° 07.494' W LONGITUDE)





WETLAND SCIENCES INCORPORATED

NORTH/SOUTH CROSS SECTION OF CASINO REEF SITE	
PROJECT #2007-103	DATE: FEBRUARY 2011
DRAWN BY: KDJ	SCALE: VARIES

HORIZONTAL SCALE

200 0 100 200

FEET

VERTICAL SCALE

100 0 50 100

FEET

62-4.540 General Conditions for All General Permits.

(1) The terms, conditions, requirements, limitations, and restrictions set forth in this Part are "general permit conditions" and are binding upon the permittee. The conditions are enforceable under Chapter 403, 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. The permittee is placed on notice that violation of the permit may result in suspension or revocation of the permittee's use of the general permit and may cause the Department to begin legal proceedings.

(3) The general permit does not convey any vested rights or any exclusive privileges. It does not authorize any injury to public or private property nor any invasion of personal rights. It does not authorize any infringement of federal, state or local laws or regulations. It does not eliminate the necessity for obtaining any other federal, state or local permits that may be required, or allow the permittee to violate any more stringent standards established by federal or local law.

(4) The general permit does not relieve the permittee from liability and penalties when the construction or operation of the permitted activity causes harm or injury to human health or welfare; causes harm or injury to animal, plant or aquatic life; or causes harm or injury to property. It does not allow the permittee to cause pollution in contravention of Florida Statutes and Department rules.

(5) The general permit conveys no title to land or water, nor does it constitute State recognition or acknowledgment of title. It does not constitute authority for reclamation of submerged lands. Only the Board of Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

(6) No general permit shall authorize the use of state owned land without the prior consent of the Board of Trustees of the Internal Improvement Trust Fund pursuant to Section 253.77, F.S.

(7) The general permit may be modified, suspended or revoked in accordance with Chapter 120, Florida Statutes, if the Secretary determines that there has been a violation of any of the terms or conditions of the permit, there has been a violation of state water quality standards or state air quality standards, or the permittee has submitted false, incomplete or inaccurate data or information.

(8) The general permit shall not be transferred to a third party except pursuant to Rule 62-4.120, F.A.C.

(9) The general permit authorizes construction and, where applicable, operation of the permitted facility.

(10) The permittee agrees in using the general permit to make every reasonable effort to conduct the specific activity or construction authorized by

the general permit in a manner that will minimize any adverse effects on the adjacent property or on public use of the adjacent property, where applicable, and on the environment, including fish, wildlife, natural resources of the area, water quality or air quality.

(11) The permittee agrees in using the general permit to allow a duly authorized representative of the Department access to the permitted facility or activity at reasonable times to inspect and test upon presentation of credentials or other documents as may be required by law to determine compliance with the permit and the department rules.

(12) The permittee agrees to maintain any permitted facility, or activity in good condition and in accordance with the plans submitted to the department under Rule 62-4.530(1), F.A.C.

(13) A permittee's use of a general permit is limited to five years. However, the permittee may request continued use of the general permit by notifying the department pursuant to Rule 62-4.530(1), F.A.C. However, the permittee shall give notice of continued use of a general permit thirty days before it expires.

Specific Authority 403.814(1) FS. Law Implemented 253.123, 253.124, 403.061, 403.087, 403.088, 403.702-.73, 403.814, 403.851-.864 FS.
History–New 7-8-82, Formerly 17-4.54, Amended 8-31-88, Formerly 17-4.540.

62-341.600 General Permit for the Construction of Artificial Reefs.

(1) A general permit is hereby 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 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;

(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 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 Oceanographic and Atmospheric Association, U.S. Department of Commerce, Rockville, Maryland, and the Florida Fish and Wildlife Conservation Commission, 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.

Specific Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.414(9), 373.416, 373.418 FS. History - New 10-3-95.

MARINE WILDLIFE SAFETY PLAN

CASINO REEF ARTIFICIAL REEF DEPLOYMENT SITE
PENSACOLA, ESCAMBIA COUNTY, FLORIDA

This Marine Wildlife Safety Plan is prepared for the "non-explosive" deployment of artificial reefs within two near shore artificial reef sites located in the near shore waters of the Gulf of Mexico waterward of the , Escambia County, Florida. The intent of this plan is to ensure the safety of protected marine species during reef deployments. Use of explosives to deploy artificial reefs will be accomplished on a case-by-case basis, with deployment-specific Marine Wildlife Safety Plan developed according to the specific circumstances and concerns for each explosives utilization.

To minimize the potential impact during deployments a continuous Marine Wildlife Watch Program (MWP) will be implemented during each deployment. The following conditions outline the MWP.

1. A formal MWP coordination meeting (teleconference is acceptable) will be held at least one week prior to the deployment. Attendees could include the MWP observers, general contractor, U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FFWCC), National Marine Fisheries Service (NMFS) and the U.S. Coast Guard. All will be informed about the existence of Marine Wildlife Safety Plan (copies of Plan will be provided to appropriate parties) and possible presence of manatees, marine turtles, sturgeon or other marine life in the area and that civil or criminal penalty can result for harassment, injury and/or death of an endangered species. The scope of work, protocol and logistics of the deployment will also be address at this time.

2. Pre-deployment meeting (alternatively, individual consultations with appropriate parties) will be accomplished the morning of the scheduled deployment. Lead observer will review species which may be encountered, provide observation package for data collection, review meteorological conditions, assign watch positions, transfer cell numbers, and provide safety equipment.

3. The observers shall have previous experience. A minimum of one observer shall be utilized during deployments.

4. One observer shall be placed on the craft deploying the reef or on a separate watercraft.

5. A MWP log sheet or standard Field Book shall be utilized to map and record all sighting of protected species.

6. Observers will follow the protocol established for the MWP and will conduct the watch in good faith and to the best of their ability.

7. Each observer will be equipped with a two way radio that will be dedicated exclusively to the watch and communication with deployment vessel. Observers will also be equipped with polarized sunglasses, binoculars, a red flag for a back up visual communication system, whistle or horn, and Field Book or a manatee sighting log with a map to record sightings deployment site

and vicinity. Additionally, observers will be equipped with cell phones as a backup to the verbal communications system.

8. A sonar fish-finder scan of the area will occur immediately before any deployment.

9. All deployment events will be weather dependent. Conditions must be suitable for optimal viewing. Conditions that may prohibit optimal viewing may include wind speeds in excess of 15 knots, for, and heavy rain. The chief observer will make the decision on the presence of optimum observing conditions to initiate the survey for each deployment event. All deployment will occur during daylight hours.

10. For all deployments, a continuous survey of the area will be conducted for a period of 30 minutes prior to the deployment and 30 minutes afterwards.

11. All of the observers will be in close communication with the deployment subcontractor in order to halt the event. The event will be halted if any protected species are spotted within the immediate deployment limits. The deployment will be immediately halted upon the request of the primary observers. The deployment will not take place until the animal(s) move away from the area under its own volition. The protected species shall not be herded away or harassed into leaving. If the protected species is sighted outside the immediate limits of deployment, the 30 minute observation period will resume. If the protected species is not sighted a second time, the 30 minute observation period will restart.

12. Deployment shall not commence without an "All Clear" signal from the Chief Observer. At any time before the deployment occurs, any observer or authorized personnel may abort the deployment.

13. The observers, contractor and subcontractor will evaluate any problems encountered during any of the deployment events and logistical solutions will be presented to USFWS and FFWCC. Modifications to the Marine Wildlife Safety Plan will be made prior to the next deployment event.

14. If an injured or dead protected species is sighted after the deployment, the Manatee Watch Observers will contact FFWCC through the Florida Marine Patrol Hotline at (888) 404-FWCC, USFWS Panama City Office at (850) 769-0552, and the Imperiled Species Management Office at (850) 922-4330. The watch will act accordingly to the situation and maintain contact with the injured or dead protected species.

15. If an injured or dead protected species is rescued/recovered within the project area during the deployment or if the injuries/death of any protected species in the reasonable vicinity of the project is documented to be caused by deployment, the deployment will be postponed until cause of injury or mortality can be determined by the FFWCC or USFWS. If injuries are substantially documented, all deployment will be suspended until a revised plan can be agreed upon.

16. Within two weeks (14 days) after completion of any deployment, the chief observer will submit a report to the USFWS, NMFS and FFWCC (Imperiled Species Management Office, Mail Station 6A, 620 South Meridian Street, Tallahassee, Florida 32399-1600), providing the names of the observers and their position during the event, number and location of protected species seen, and what actions were taken when protected species were seen.

17. If anyone of the aforementioned conditions is not met prior to or during the deployment, the chief observer of the MWP will have the authority to terminate the event.

18. For all other in-water work besides deployment, the Standard Manatee Conditions for In-Water Work (revision 2005) and other guidance documents shall be in effect.

EXHIBIT D

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 1, 2015

Pensacola Permits Section
SAJ-2011-00514 (SP-SWA)

Escambia County Board of County Commissioners
c/o: Robert Turpin
3363 West Park Place
Pensacola, Florida 32505

Dear Mr. Turpin:

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.

<u>IT IS NOT LAWFUL TO DEVIATE FROM THE APPROVED PLANS ENCLOSED.</u>

Sincerely,

for Donnie Kinard
Chief, Regulatory Division

Enclosures

DEPARTMENT OF THE ARMY PERMIT

Permittee: Escambia County Board of County Commissioners
c/o: Robert Turpin
3363 West Park Place
Pensacola, Florida 32505

Permit No: SAJ-2011-00514 (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 an artificial reef area referred to as the "Casino Reef". It consists of a ¼ by ¼ nautical mile deployment area, totaling 52.97 acres with a deployment buffer of 0.02 nautical mile on each side. Material to be deployed will consist of clean concrete or rock, heavy gauge steel products (¼-inch thickness or greater), oil rig jackets, military surplus items, vessels and prefabricated structures that are a mixture of clean concrete and heavy gauge steel. The material to be deployed will have a maximum profile height of no more than 20 feet and result in a minimum authorized depth of -30 feet at mean lower low water MLLW. The work described above is to be completed in accordance with the 5 pages of drawings affixed at the end of this permit instrument.

Project Location: The artificial reef site is located in the Gulf of Mexico approximately 1.07 nautical miles south of Pensacola Beach on Santa Rosa Island, 9.38 nautical miles east of Pensacola Pass, 2.66 nautical miles north of the east/west safety fairway, and 8 nautical miles east of the north/south safety fairway, off Escambia County.

Approximate Coordinates:

NW Site Corner:
Latitude: 30.3136391° North
Longitude: 87.1249172° West

NE Site Corner:
Latitude: 30.3144900° North

Longitude: 87.1202041° West

SE Site Corner:
Latitude: 30.3104008° North
Longitude: 87.1192235° West

SW Site Corner:
Latitude: 30.3095499° North
Longitude: 87.1239364° West

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **April 1, 2025**. 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-2011-00514, 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

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. **Authorized Reef Materials:** No reef materials or module will weigh less than 500 pounds. Reef materials shall be clean and free from asphalt, petroleum, other hydrocarbons and toxic residues, 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. The Permittee shall deploy only the following authorized reef materials: clean concrete or rock, heavy gauge steel products (¼-inch thickness or greater), oil rig jackets, military surplus items, vessels and prefabricated structures that are a mixture of clean concrete and heavy gauge steel. Any vessels to be deployed must adhere to the Vessel Deployment condition below.

4. **Vessel Deployments:** Heavy gauge ferrous and aluminum alloy metal hulled vessels which equal or exceed 60 feet hull length prepared and deployed in accordance with all applicable U.S. Coast Guard, U.S. Environmental Protection Agency, Florida Fish and Wildlife Conservation Commission, or other applicable state or federal agency regulations or policies. Vessels shall be deployed by controlled flooding via valve opening with no scuttling charges or explosive of any type used to deploy vessels. The vessel shall not be deployed until all necessary inspections and clearances have been obtained or waived and a stability analysis has been completed demonstrating the vessel will be stable during a 50-year storm event based on vessel and deployment site characteristics. The Permittee shall follow the National guidance regarding preparation of vessels for deployment as artificial reefs which are available at http://www.epa.gov/owow/oceans/habitat/artificialreefs/index.html. The Permittee shall provide a record of all inspections, clearances or waivers to the Corps along with the pre-deployment notification.

5. **Reef Parameters:** The Permittee shall deploy all reef materials within the 0.02 nautical mile buffer boundary as defined on attached permit drawings. A minimum clearance of -30 feet from the top of the deployed material relative to mean lower low water (MLLW) shall be maintained.

6. **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.

7. **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 1 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. Should the assessment find any evidence of cultural/archaeological resources such as sunken vessels, ballast, historic refuse piles, or careenage areas, the Permittee shall also maintain a deployment buffer of at least 200 feet from these resources.

The Permittee shall provide of the information obtained from the assessment to the Corps no less than 14 days prior to deployment of material on an artificial reef in conjunction with the pre-deployment notification.

8. **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.

9. **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). 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.

10. **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.

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

12. **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.

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

14. **Marine Life Entrapment:** Neither reef structure nor material or the method of design or deployment should pose more than minimal risk of entrapping fish, marine turtles, or marine mammals. The Permittee shall take all necessary action to minimize this risk. Any observation of entrapped marine turtles or marine mammals on this

artificial reef site should be reported immediately to the Enforcement Section by telephone at 850-433-8860 and the National Marine Fisheries Service by telephone at 727-824-5301.

15. **Protected Species Guidance:** The Permittee shall comply with the attached "Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting", for marine turtles and marine mammals.

16. **Monitoring:** As part of the yearly monitoring program the Permittee will conduct a fathometer scan once per year of each deployment within the Casino Reef site 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.

Further Information:

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

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

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

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

2. Limits of this authorization.

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

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

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

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

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

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

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

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

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

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

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

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

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

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

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

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE) 4-1-15 (DATE)

Keith Wilkins, Director.
Escambia County Community and Enviroment Department
(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) 1 April 2015 (DATE)
Alan M. Dodd,
Colonel, U.S. Army
District Commander

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

_____ _____
(TRANSFEREE-SIGNATURE) (DATE)

_____
(NAME-PRINTED)

_____
(ADDRESS)

_____
(CITY, STATE, AND ZIP CODE)

Attachments to Department of the Army Permit Number SAJ-2011-00514

1. PERMIT DRAWINGS: Five (5) pages, dated 2 March 2015.

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. 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: Two (2) pages.

7. FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION FORM: One (1) page.

8. SELF-CERTIFICATION FORM: One (1) page.

9. PRELIMINARY JURISDICTION FORM: Three (3) pages.

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

ATTACHMENT

PRELIMINARY JURISDICTIONAL DETERMINATION FORM

BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD): 27 February 2015

B. NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD:
Escambia County Board of County Commissioners
1190 West Leonard Street
Pensacola, Florida 32501

C. DISTRICT OFFICE, FILE NAME, AND NUMBER:Jacksonville District, Pensacola Permits Section, Escambia BOCC, SAJ-2011-00514 (NW-SWA).

D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION: (USE THE ATTACHED TABLE TO DOCUMENT MULTIPLE WATERBODIES AT DIFFERENT SITES)

State:FL County/parish/borough: Escambia City:
Center coordinates of site (lat/long in degree decimal format): Lat. 30.3136391° N, Long. 87.1249172° **W**.

Universal Transverse Mercator:

Name of nearest waterbody: Gulf of Mexico

Identify (estimate) amount of waters in the review area:

Non-wetland waters: linear feet: width (ft) and/or 59.97 acres.
Cowardin Class: Marine/estuarine
Stream Flow:
Wetlands: acres.
Cowardin Class:

Name of any water bodies on the site that have been identified as Section 10 waters:
Tidal: Gulf of Mexico
Non-Tidal:

E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

☒ Office (Desk) Determination. Date: 27 February 2015
☐ Field Determination. Date(s):

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to

request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable. This preliminary JD finds that there *"may be"* waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for preliminary JD (check all that apply - checked items should be included in case file and, where checked and requested, appropriately reference sources below):

☒ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: .

☐ Data sheets prepared/submitted by or on behalf of the applicant/consultant.

☐ Office concurs with data sheets/delineation report.

☐ Office does not concur with data sheets/delineation report.

☐ Data sheets prepared by the Corps: .

☐ Corps navigable waters' study: .

☐ U.S. Geological Survey Hydrologic Atlas: .

☐ USGS NHD data.

☐ USGS 8 and 12 digit HUC maps.

☐ U.S. Geological Survey map(s). Cite scale & quad name: .

☐ USDA Natural Resources Conservation Service Soil Survey. Citation:

.

☐ National wetlands inventory map(s). Cite name: .

☐ State/Local wetland inventory map(s): .

☐ FEMA/FIRM maps: .

☐ 100-year Floodplain Elevation is: (National Geodectic Vertical Datum of 1929)

☒ Photographs: ☒ Aerial (Name & Date): .

or ☐ Other (Name & Date): .

☐ Previous determination(s). File no. and date of response letter: .

☐ Other information (please specify): .

<u>IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.</u>

_____	_____
Signature and date of Regulatory Project Manager (REQUIRED)	Signature and date of person requesting preliminary JD (REQUIRED, unless obtaining the signature is impracticable)

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

Vessel Strike Avoidance Measures and Reporting for Mariners NOAA Fisheries Service, Southeast Region

Background
The National Marine Fisheries Service (NMFS) has determined that collisions with vessels can injure or kill protected species (e.g., endangered and threatened species, and marine mammals). The following standard measures should be implemented to reduce the risk associated with vessel strikes or disturbance of these protected species to discountable levels. NMFS should be contacted to identify any additional conservation and recovery issues of concern, and to assist in the development of measures that may be necessary.

Protected Species Identification Training
Vessel crews should use an Atlantic and Gulf of Mexico reference guide that helps identify protected species that might be encountered in U.S. waters of the Atlantic Ocean, including the Caribbean Sea, and Gulf of Mexico. Additional training should be provided regarding information and resources available regarding federal laws and regulations for protected species, ship strike information, critical habitat, migratory routes and seasonal abundance, and recent sightings of protected species.

Vessel Strike Avoidance
In order to avoid causing injury or death to marine mammals and sea turtles the following measures should be taken when consistent with safe navigation:

1. Vessel operators and crews should maintain a vigilant watch for marine mammals and sea turtles to avoid striking sighted protected species.

2. When whales are sighted, maintain a distance of 100 yards or greater between the whale and the vessel.

3. When sea turtles or small cetaceans are sighted, attempt to maintain a distance of 50 yards or greater between the animal and the vessel whenever possible.

4. When small cetaceans are sighted while a vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until the cetacean has left the area.

5. Reduce vessel speed to 10 knots or less when mother/calf pairs, groups, or large assemblages of cetaceans are observed near an underway vessel, when safety permits. A single cetacean at the surface may indicate the presence of submerged animals in the vicinity; therefore, prudent precautionary measures should always be exercised. The vessel should attempt to route around the animals, maintaining a minimum distance of 100 yards whenever possible.

6. Whales may surface in unpredictable locations or approach slowly moving vessels. When an animal is sighted in the vessel's path or in close proximity to a moving vessel and when safety permits, reduce speed and shift the engine to neutral. Do not engage the engines until the animals are clear of the area.

Additional Requirements for the North Atlantic Right Whale

1. If a sighted whale is believed to be a North Atlantic right whale, federal regulation requires a minimum distance of 500 yards be maintained from the animal (50 CFR 224.103 (c)).

2. Vessels entering North Atlantic right whale critical habitat are required to report into the Mandatory Ship Reporting System.

3. Mariners should check with various communication media for general information regarding avoiding ship strikes and specific information regarding North Atlantic right whale sighting locations. These include NOAA weather radio, U.S. Coast Guard NAVTEX broadcasts, and Notices to Mariners. Commercial mariners calling on United States ports should view the most recent version of the NOAA/USCG produced training CD entitled "A Prudent Mariner's Guide to Right Whale Protection" (contact the NMFS Southeast Region, Protected Resources Division for more information regarding the CD).

4. Injured, dead, or entangled right whales should be immediately reported to the U.S. Coast Guard via VHF Channel 16.

Injured or Dead Protected Species Reporting

Vessel crews should report sightings of any injured or dead protected species immediately, regardless of whether the injury or death is caused by your vessel.

Report marine mammals to the Southeast U.S. Stranding Hotline: 877-433-8299
Report sea turtles to the NMFS Southeast Regional Office: 727-824-5312

If the injury or death of a marine mammal was caused by a collision with your vessel, responsible parties should remain available to assist the respective salvage and stranding network as needed. NMFS' Southeast Regional Office should be immediately notified of the strike by email (takereport.nmfsser@noaa.gov) using the attached vessel strike reporting form.

For additional information, please contact the Protected Resources Division at:

NOAA Fisheries Service
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701
Tel: (727) 824-5312
Visit us on the web at http://sero.nmfs.noaa.gov

FLORIDA ARTIFICIAL REEF MATERIALS
CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION
(Issued pursuant to Ch. 379.249(6)(b), Florida Statutes)

I, _____ _____ _____
Name of individual managing reef deployment (print) Signature Date

whose address is _____, (____) _____ - _____
Street City State Zip Code Phone

declare that I am staging and transporting the following artificial reef construction materials allowable pursuant to the U.S. Army Corps of Engineers Artificial Reef Permit referenced below and agree to comply with all permit conditions in the permit listed below and attached to this manifest. I understand this artificial reef site is open to public access and this authorization does not provide any rights or exclusive private use over those rights or uses to the general public.

The address of the land based reef materials staging area is: _____

Transporting Vessel Registration Number: _____

Vessel Owner: _____ Vessel Operator: _____

The following items are to be deployed as reef material (attach additional sheets when more than four locations):

MATERIAL TAG ID NUMBER(S), if applicable	Descriptions of material (number of pieces, type, dimension, weight)	GPS Coordinates degrees, minutes, decimal minutes (DD°MM.mmm')
		Lat:____°___.__ __ __' Lon:____°___.__ __ __'
		Lat:____°___.__ __ __' Lon:____°___.__ __ __'
		Lat:____°___.__ __ __' Lon:____°___.__ __ __'
		Lat:____°___.__ __ __' Lon:____°___.__ __ __'

A copy of the below referenced permit(s) and all associated conditions is attached to this manifest and shall be carried on board the vessel during loading, storing, or transporting artificial reef material.

-- OFFICIAL USE ONLY --

(TO BE COMPLETED BY PERMIT HOLDER, OR AUTHORIZED ARTIFICIAL REEF INSPECTOR)

Permit Holder: _____
Name of U.S. Department of the Army, Corps of Engineers (ACOE) Permit Holder

ACOE permit number _____, permitted site name _____

issued on _____ and has an expiration date of _____.

Local tracking number (if applicable): _____

_____
(Name of FWC authorized Artificial Reef Inspector, printed)

_____ _____
(Signature) (Date)

Revised 4/23/07

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: _____ (nautical miles) at _____ (bearing) degrees from _____ (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 _____ (FWC initials) on _____ (date)

Rev. 4/23/2007

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2011-00514 (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):

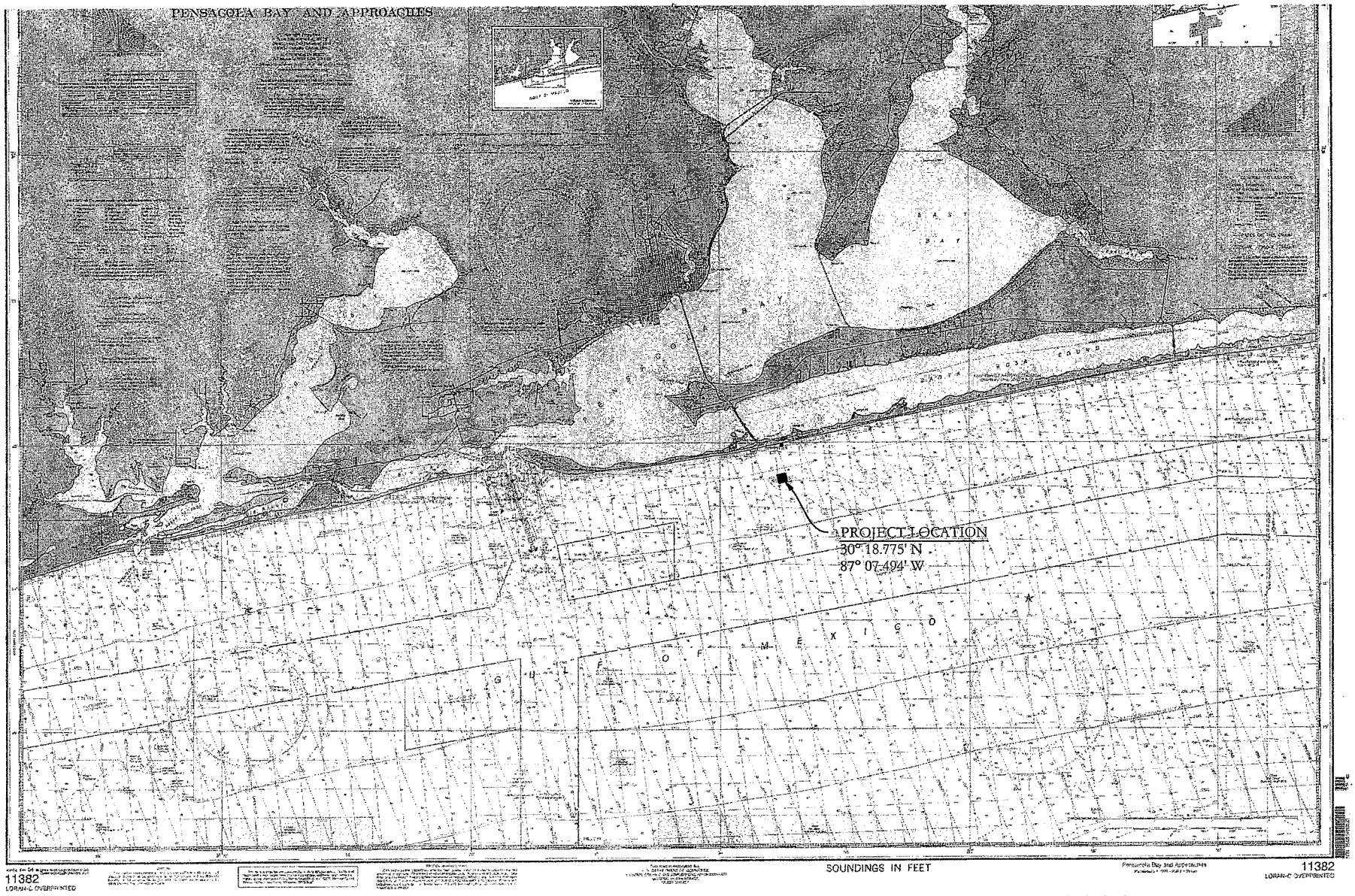
_____

_____

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



CASINO REEF DEPLOYMENT SITE

5 0 2.5 5

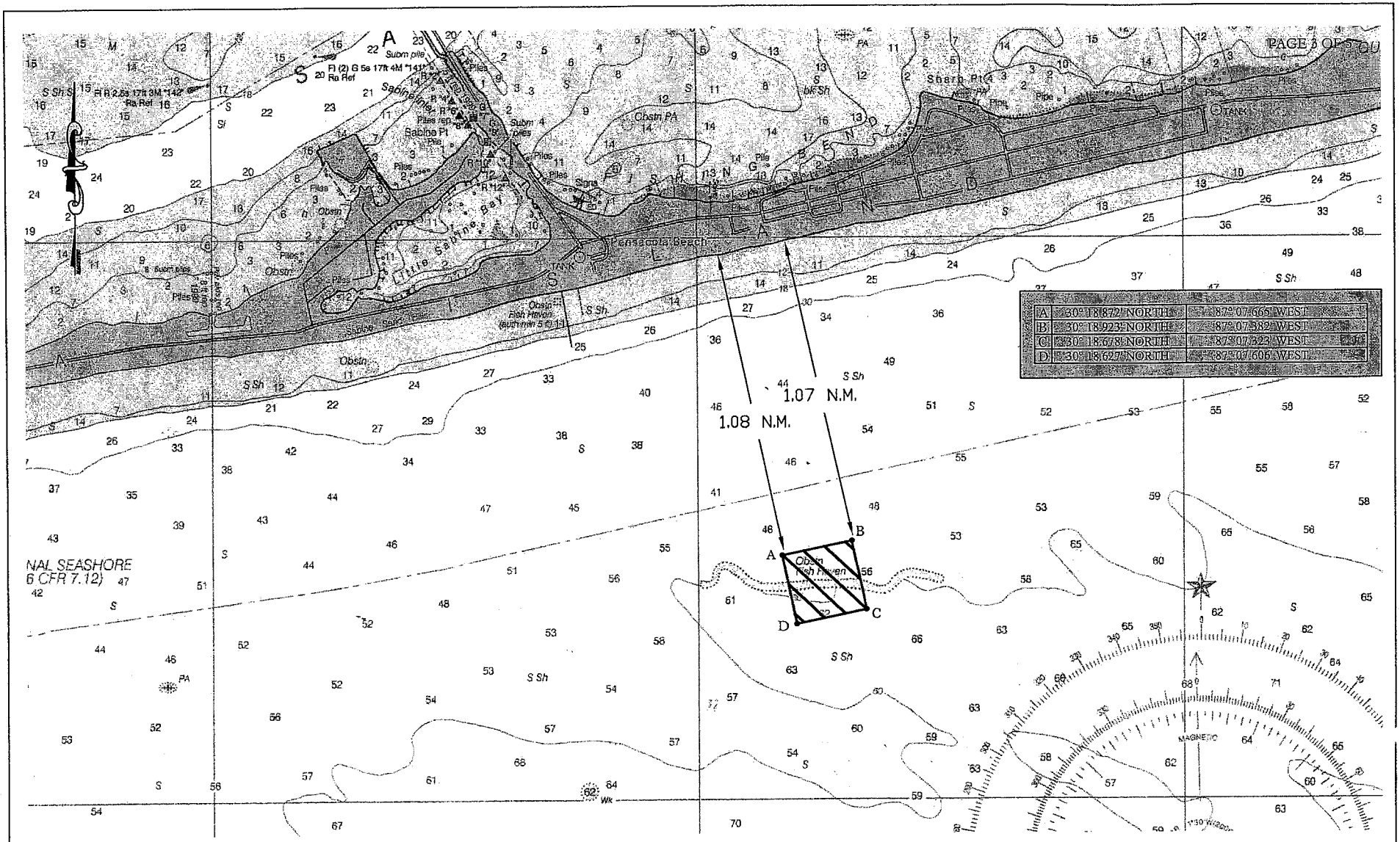
NAUTICAL MILES

DATA TAKEN FROM NOAA CHART 11382, DATED 3/04

OVERALL PLAN VIEW OF CASINO REEF DEPLOYMENT OVERLAIN ONTO NOAA 11382

#2007-103	DATE: FEBRUARY 2011
BY: KDJ	SCALE: 1 Inch = 5 Nautical Miles

Applicant: Escambia BOCC
File: 2011-00514 (SP-SWA)
Date: 2 March 2015
Page 1 of 5



A	30° 18.872' NORTH	87° 07.665' WEST
B	30° 18.923' NORTH	87° 07.382' WEST
C	30° 18.678' NORTH	87° 07.323' WEST
D	30° 18.627' NORTH	87° 07.606' WEST

CASINO REEF SITE

NOTES:

1. COORDINATES FOR CORNERS OF REEF SITES ARE REPORTED IN DECIMAL DEGREES, NAD 83 DATUM.

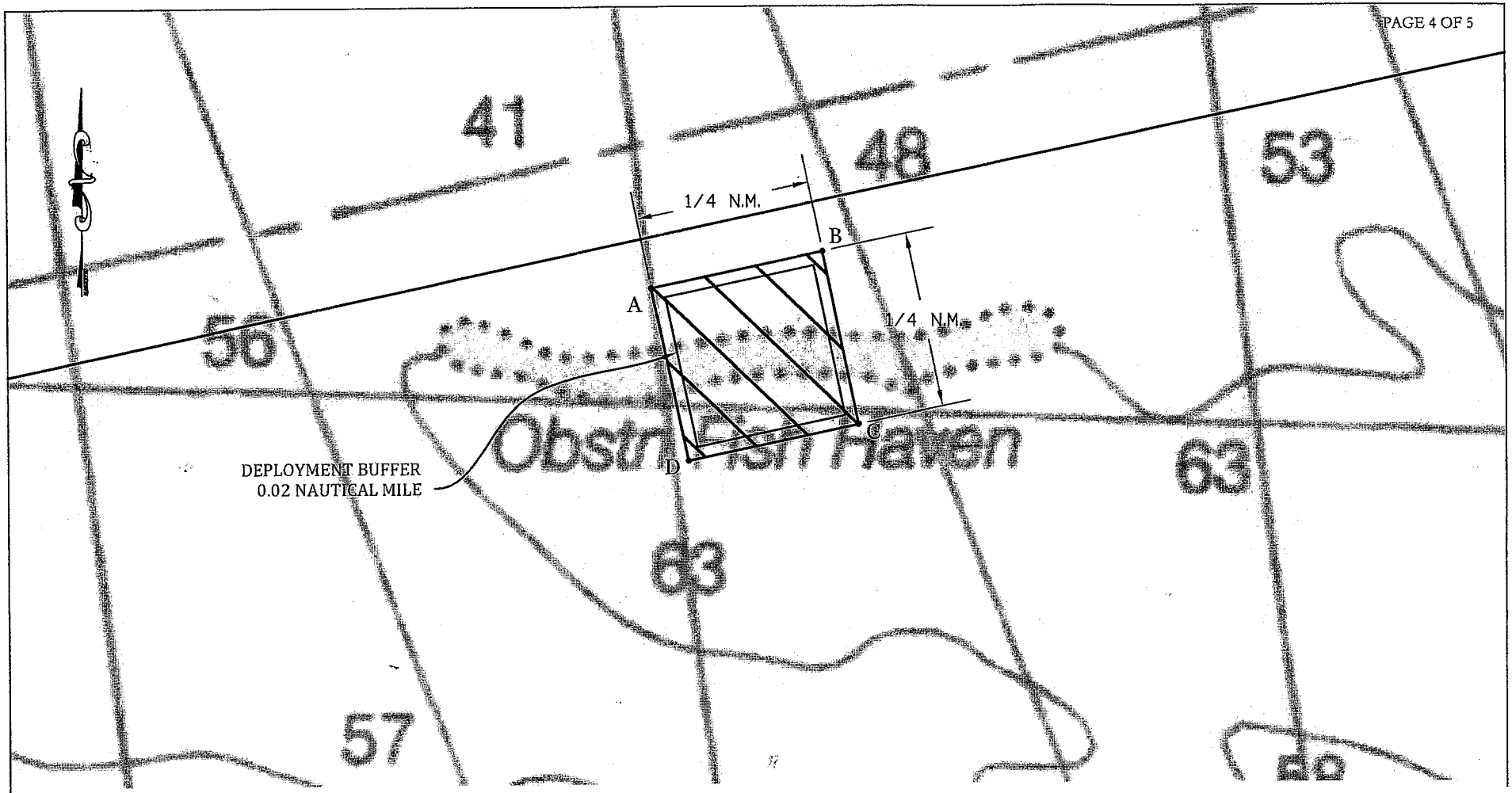
Applicant: Escambia BOCC
File: 2011-00514 (SP-SWA)
Date: 2 March 2015
Page 2 of 5

OVERALL PLAN VIEW
CASINO REEF SITE

#2007-103	DATE: FEBRUARY 2011
BY: KDJ	SCALE: 1 inch = 0.5 nautical miles

0.5 0 0.25 0.5
NAUTICAL MILE

DATA TAKEN FROM NOAA CHART 11382, DATED 10/06



CASINO REEF DEPLOYMENT SITE

A	30° 18.872' NORTH	87° 07.665' WEST
B	30° 18.923' NORTH	87° 07.382' WEST
C	30° 18.678' NORTH	87° 07.323' WEST
D	30° 18.627' NORTH	87° 07.606' WEST

NOTES:

1. COORDINATES FOR CORNERS OF REEF SITES ARE REPORTED IN DECIMAL DEGREES, NAD 83 DATUM.

Applicant: Escambia BOCC
File: 2011-00514 (SP-SWA)
Date: 2 March 2015
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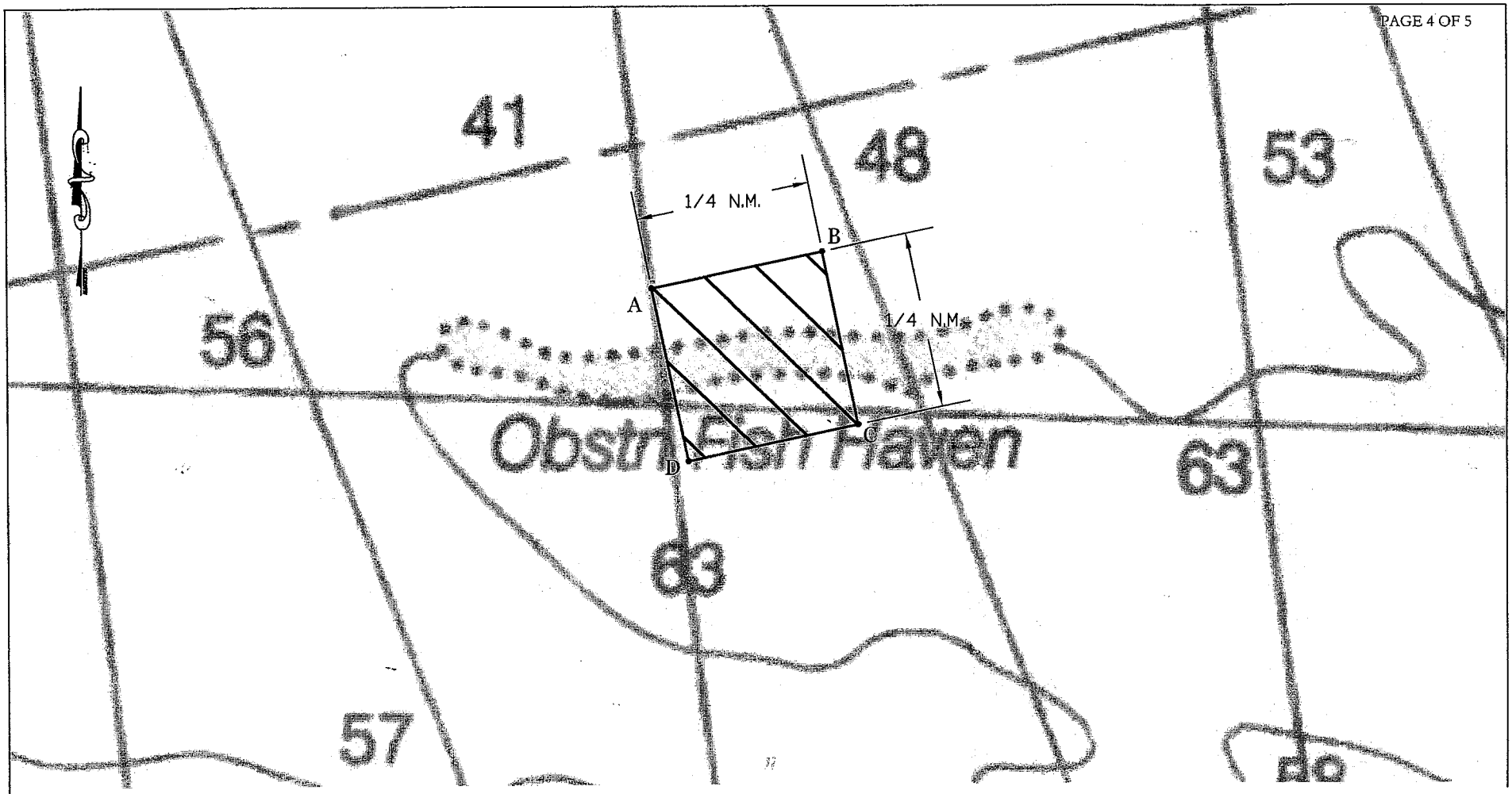
SE UP OF CASINO REEF SITE

2007-103	DATE: FEBRUARY 2011
: KDJ	SCALE: 1 inch = 0.25 nautical miles

1/4 0 1/8 1/4
NAUTICAL MILE

DATA TAKEN FROM NOAA CHART 11382, DATED 10/06



CASINO REEF DEPLOYMENT SITE

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D	30° 18.627' NORTH	87° 07.606' WEST

NOTES:

1. COORDINATES FOR CORNERS OF REEF SITES ARE REPORTED IN DECIMAL DEGREES, NAD 83 DATUM.

Applicant: Escambia BOCC
File: 2011-00514 (SP-SWA)
Date: 2 March 2015
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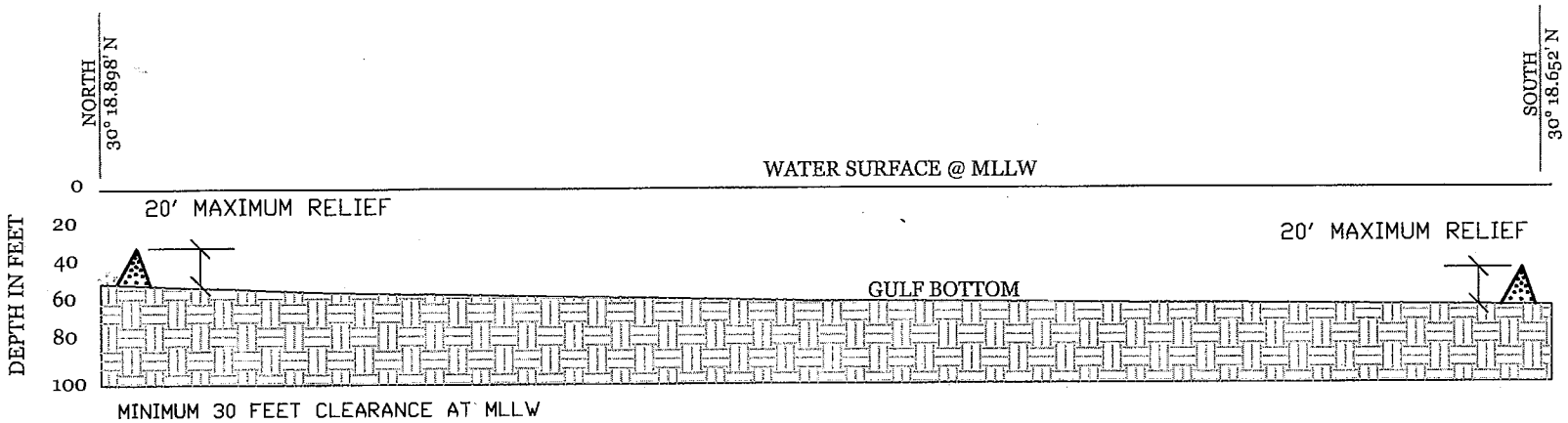
)SE UP OF CASINO REEF SITE

#2007-103	DATE: FEBRUARY 2011
Y: KDJ	SCALE: 1 inch = 0.25 nautical miles

1/4 0 1/8 1/4
NAUTICAL MILE

DATA TAKEN FROM NOAA CHART 11382, DATED 10/06

TYPICAL SECTION
(87° 07.494' W LONGITUDE)



Applicant: Escambia BOCC
File: 2011-00514 (SP-SWA)
Date: 2 March 2015
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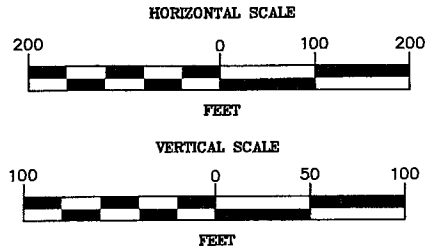
H/SOUTH CROSS SECTION OF CASINO REEF SITE

2007-103	DATE: FEBRUARY 2011
: KDJ	SCALE: VARIES