

**CITY OF MEXICO
BEACH
NFWF MARINE DEBRIS
REMOVAL
REQUEST FOR PROPOSALS
#2024 - 04**

Prepared by:

**City of Mexico Beach
201 Paradise Path
MEXICO BEACH, FLORIDA
32456**

MARCH 2nd, 2024

NFWF MARINE DEBRIS REMOVAL

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**CITY OF MEXICO
BEACH
ADVERTISEMENT
REQUEST FOR PROPOSALS 2024-04
NFWF MARINE DEBRIS REMOVAL**

Notice is hereby given that the City of Mexico Beach, Florida is requesting sealed bids from qualified bidders for NFWF Marine Debris Removal associated with Hurricane Michael. The bidder shall provide all costs associated with removal and proper disposal of identified nearshore debris buried underneath the existing seabed.

All proposals must be in writing and will be received by Tammy Brunson, City Clerk, by mail, FedEx or hand delivery to Tammy Brunson, City Clerk, at 201 Paradise Path, Mexico Beach, Florida 32456 until **2:00 PM (Central Time) April 8th, 2024.** Bids will be publicly opened at this time. Only submittals received by the stated time and date will be considered. Submittals received after the time set for the opening will be rejected and returned unopened to the submitter. All submittals shall be submitted in a sealed envelope and clearly labeled, "RFP 2024-04 NFWF Marine Debris Removal Bid." Please provide one (1) original, two (2) copies of the bid. Full specifications may be obtained at <http://www.mexicobeachgov.com/bids/>. Any Addendums issued during the advertisement period shall be posted to the above website no later than 5:00 PM (Central Time) Friday, March 29th, 2024. Quotes shall be firm for ninety (90) days. The award by the City Council is expected to occur April 9th, 2024, at 9:00 AM (Central Standard Time).

Questions concerning this request should be submitted in writing to, Tammy Brunson, at t.brunson@mexicobeachgov.com no later than **5:00 PM (Central Standard Time) Friday, March 22nd, 2024.**

The City of Mexico Beach encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The City does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The City reserves the right to waive informalities in bids and to reject all bids. The City will award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a bidder who is not the lowest bidder if the City determines that another bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder.

1. Bid Documents

The Bid Documents are available at <http://www.mexicobeachgov.com/bids/> and on file at Mexico Beach City Hall, 201 Paradise Path, Mexico Beach, Florida 32456. They may be examined at the above address or digital copies may be downloaded for no fee. The federal contract requirements provided by **Exhibit A** to the contract attached to this Request for Builds apply fully to this procurement and the resulting work.

3. Bid Form

To receive consideration, all bids shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. No conditions, limitations, or provisions shall be attached or added to the Bid Form by the bidder. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder. Any bid modification must be in writing.

4. Delivery

Each bid shall be addressed to the Tammy Brunson, City Clerk at 201 Paradise Path, Mexico Beach, Florida 32456, and must be received on or before the day and/or hour set for the opening of bids. Bids shall be submitted in duplicate, (1) one marked "Original" and (2) the other, "Copy". Each bid shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder and the date for opening. It is the sole responsibility of the bidder to ensure that the bid is received on time. The City will check the bids and notify the selected bidder at the earliest opportunity, not to exceed 60 days from the date of bid opening.

5. Complete Bid Amounts; Examinations of Specifications, Work Sites

Bids shall be compensation in full for the complete work and included all of Contractor's costs for completing the work and include mobilization, all materials, labor insurance, taxes, overhead and profit, and miscellaneous items needed to complete the bid. No allowance will be made to any bidder because of a claimed lack of examination or knowledge. Any unit pricing provided by Contractor shall solely be for the convenience of the City in the event City wishes to increase or decrease the scope of work after contract award. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination. Bidders shall direct any questions via e-mail to Tammy Brunson, t.brunson@mexicobeachgov.com by the date as described in the Advertisement.

6. Withdrawal of Bids

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of 60 days after the date for opening and all bids shall be subject to acceptance by the City during this period.

7. Basis of Award

The City shall award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder. The City reserves the right to:

- a. reject any or all bids received;
- b. select and award any portion of any or all bid items;
- c. limit quantities under bid items; and
- d. waive minor informalities and irregularities in the bids and bidding.

Bids will be compared according to the following parameters:

Qualifications/Responsible Bidder	25 points
Cost (lowest cost = highest points)	75 points
<hr/> Total Points	<hr/> 100 points

8. Execution of Agreement

The successful bidder shall, within 10 days after receipt of the Notice of Award shall sign and deliver to the City the required contract included as part of this Request for Bids. The applicable terms of such contract apply to this Request for Builds as if set forth fully herein. The contractor shall also deliver any required bonds and policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the City before the successful bidder may proceed with the work.

9. Point of Contact

Tammy Brunson, t.brunson@mexicobeachgov.com, will be the only point of contact for this bid. **Under no circumstances may a bidder contact any City Council member or other City employee concerning this bid until after award.** Any such contact may result in bid disqualification. The last day for questions will be the date described in the Advertisement for RFP.

10. Representations

This Request for Proposals contain the provisions required for the project. Information obtained from an office, Director, or employee of the City for any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the contract.

11. Performance and Payment Bond

In the event that the Contract resulting from this Request for Bids exceeds \$150,000 Contractor shall be required to purchase and provide payment and performance bonds according to the standard template provided by Chapter 255 of the Florida Statutes. The cost of any such bonds will be borne by the Contractor.

12. Bid Protest

A notice of protest must be submitted within three business days after posting of the recommendation of award on the City of Mexico Beach website or during a public meeting of the City Council. The protest must be in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the City of Mexico Beach.

Each proposal **shall** include, but need not be limited to, the following information.

One original and one copy of:

1. Addendum Acknowledgement
2. Anti-Collusion Clause
3. Conflict of Interest
4. Drug Free Workplace
5. E-Verify
6. Public Entity Crime Form (PUR7068)
7. Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
8. Sales Tax Purchasing Agreement
9. Bid Form
10. Statement of Qualifications

City of Mexico Beach NFWF Marine Debris Removal

SCOPE OF WORK

The City has a sandy beach fronting the Gulf of Mexico for much of its width. The area between the beach and the sandbar (immediately offshore) has been impacted with Hurricane Michael debris. This offshore debris creates a safety hazard for boats and swimmers. In addition, debris continues to wash onshore and is deposited on the beach, creating hazards to beach-goers. Contractor shall remove construction and demolition debris deposited by Hurricane Michael within the Gulf of Mexico located within the limits of the City of Mexico Beach, as described in the regulatory permit conditions and the construction plans in order to alleviate hazardous conditions that were a result of Hurricane Michael. This includes removal of debris immediately seaward of the Mean High Water Line (MHWL) along the beach, within City limits. This scope of work encompasses approximately 16,550 linear feet of debris removal along the beach. **This scope of work does not include debris removal from private property (Right-of Entry Program) (i.e. to clear access to a waterway).**

The Contractor shall utilize appropriate methods including, but not limited to, barge and grappling hook or excavator to remove submerged debris within the waterway and to minimize disturbance to the seabed. All debris shall be legally transported and appropriately disposed of in an upland site, permitted by the Florida Department of Environmental Protection (FDEP) (or applicable state agency) for C&D (Construction and Demolition) disposal.

Waterway debris shall be collected using barges and debris shall be transported by barge to prospective offload sites for transfer to land or to each load out site. Debris taken from waterways will be transferred to debris trucks for collection by a debris truck. The unit price for waterway debris removal includes the work required to transfer the debris directly to debris truck or upland collection site. Once "wet" debris is loaded into debris truck, the debris will be hauled using the Bid Form rate for "C&D Debris Haul-out". Each crew performing waterway debris removal shall provide debris hauling trucks such that debris can be accurately measured for payment.

The requirements for hazardous waste spills apply to waterways debris removal. Therefore, it is the contractor's responsibility to inspect all equipment prior to use within the waterways in order to ensure release of oils, gasoline, or diesel is avoided. Release or contamination shall be the responsibility of the contractor. When removing vehicles from the waterways, care shall be taken to avoid further contamination of the waterways. Under water chainsaws will be operated using vegetable oil in place of hydraulic oil to avoid polluting the waterways. In addition, all Best Management Practices shall be the responsibility of the contractor in order to minimize erosion and sedimentation and to catch floating debris.

Sunken vessels shall be removed by air bag extraction to float the vessel from the bottom of the canal or by crane.

Crews removing debris from waterways will have spotters to monitor debris fields as they are removed from the water in order to spot items of historical/archeological significance and/or identify hazardous conditions. The contractor shall deploy divers to inspect debris fields if items of historical/archeological significance are encountered, however, it should be noted that there are no mapped or known historical shipwrecks within the vicinity of the work.

Crews shall track "cleaned" waterway areas and provide progress to the City on maps. The City

will provide monitors to visually inspect and sign off on increments of the waterways which have been completed prior to moving to the next segment. Unit of measure for “wet” debris shall be by cubic yard per the Bid Form.

All cars and jet skis if encountered, (registered vehicles) shall be paid based on number removed from the waterway as shown in the Bid Form. Contractor shall store these jet skis and cars at an offsite upland area until the owners are contacted. All boats removed shall be paid per linear foot and shall also be stored by contractor at an offsite upland area until the owners are contacted.

This Scope of Work does not include dredging.

The following guidelines will be used to determine if the identified debris targets shall be removed from in-situ:

- F.A.C., Rule 62B-33.002 defines Construction Debris as the refuse, trash, or discarded material resulting from storm damage, or the construction or demolition of a structure. All debris discovered to meet this definition shall be removed.
- Natural or non-construction debris shall remain in-situ.
- Items determined to be greater than four (4) feet below the seafloor shall remain in-situ. If contractor begins to excavate an identified debris target verified in the field, and determines the debris extends beyond four feet from the seafloor, contractor shall make every effort to remove as much of the debris as possible.
- Contractor to utilize a floating barge and grappling hook or excavator or comparable equipment to excavate the identified buried debris targets while minimizing impacts to the seabed and turbidity.
- Sand excavated to reach a debris target shall be stockpiled immediately adjacent to the temporary excavation area and remain underwater. Suitable locations include landward or shore parallel to the temporary excavation location but not seaward of. Contractor shall make every effort to fill in temporary excavation location immediately after the debris has been removed with sand from the temporary stockpile.
- A City provided field representative will be on-site at all times to inspect the performance of the work. The field representative will have the authority to direct the contractor to remove specific debris and/or derelict materials identified in the field.
- Debris removal activities shall be limited to the immediate vicinity of the identified debris removal targets.
- All debris removed will be disposed of in an appropriate upland disposal facility.

The limits of Scope of Work and debris field locations are provided in the City of Mexico Beach “**Nearshore Debris Survey Summary**” provided by Dewberry and dated June 11, 2021 (see Exhibit E).

Contractor is responsible for ensuring that all work is performed in compliance with the regulatory authorizations (see Exhibit B) issued for this project, specifically including:

- FDEP Notice of De Minimis Exemption, File No. 0433716-001-BE
- USACE Permit SAJ-2018-03456 (NWP-DND)

INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.

c. The Contractor acknowledges that unauthorized possession, use or threat of use of weapons or firearms is not permitted on City property, including Contractor's vehicles.

2. INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance on policies and with insurers acceptable to City. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the Contractor. The insurance coverages and limits required of Contractor under this Agreement are designed to meet the minimum requirements of City and the City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

The Contractor shall be solely responsible for all of its property, including but not limited to any materials, labor, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Contractor expressly waives any claim against City arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the City or anyone for whom the City is responsible.

The Contractor's deductibles/self-insured retention's shall be disclosed to City and are subject to City's approval. They may be reduced or eliminated at the option of City. The Contractor is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss

shall be the responsibility of Contractor and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by City.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of City shall be considered excess.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The Contractor shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

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

The Contractor shall provide to City an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

Contractor shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Professional Liability, Premises and Operations, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000	Combined Single Occurrence, and Aggregate Limit
	\$1,000,000	

The Contractor shall add City as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall

be attached to or incorporated by reference on the Certificate of Insurance to be provided by Contractor pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The Contractor shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of Contractor's owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$500,000 Combined Single Limit Each Accident
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ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Review the City's website or call 850-648-5700 or email t.brunson@mexicobeachgov.com prior to submitting your bid to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any City of Mexico Beach, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

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

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm:

Authorized Signature:

Printed Name:

Title:

Date:

DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees 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 abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

E-VERIFY

Vendor/Consultant acknowledges and agrees to the following: Vendor/Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

This Form Must Be Signed And Sworn To In The Presence Of A Notary Public Or Other Official Authorized To Administer Oaths And Submitted With The Bid

1. This sworn statement is submitted to _____
by _____
For _____

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

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 a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

(a.) A predecessor or successor of a person or a corporation convicted of a public entity crime, or

(b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes 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 agreement 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 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.

4. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statute, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. 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 Office 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 vender list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the entity submitting this sworn statement has informed by the City of Mexico Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1(one) above is for the public entity only and, that this form is valid through december 31 of the calendar year 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 statues for category two of any change in the information contained in

THIS FORM.

By: _____

Print name: _____

Its: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed or stamped
Commissioned Name of Notary Public]

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
(for bids of \$100,00 or more)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

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

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

CONTRACTOR NAME: _____

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official Date _____

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AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2024, by and between the **CITY OF MEXICO BEACH, FLORIDA**, a municipal corporation (City) and _____ (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide all materials and labor required to deliver the Scope of Work published as part of the Request for Bids. The Request for Bids is incorporated herein as a part of this Agreement.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Bid Form and Request for Bids.

- a. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

The “closure date” for work to be invoiced for payment shall be the [30th] of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to the end user departments no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the day and year first above written for an initial term of one year.

5. TERMINATION OF CONTRACT

As provided by Exhibit A, Federal Contract Requirements.

6. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Mexico Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

7. WARRANTY

The Contractor agrees that, in addition to any manufacturer’s warranty, for one year after completion of the work, Contractor will immediately repair or replace defective equipment, materials, supplies found by the City.

8. INSURANCE AND INDEMNIFICATION

- a. Contractor shall at its expense maintain in force during the Term the insurance policies required by the Request for Bids. All such insurance shall name the City, its officers, employees and agents as additional insured.
- b. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
- c. Within thirty days of the date of this agreement, and in no event less than seventy two hours (72) hours prior to the Term, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to t.brunson@mexicobeachgov.com or the following address: City of Mexico Beach, Attn: City Clerk, P.O. Box 13425 201 Paradise Path Mexico Beach, Florida 32456.
- d. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the sites by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.
- e. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

9. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

10. TIME

The original scope of work under this contract must be completed by Contractor within 60 days of the date of this Contract. Time is of the essence in this Agreement.

11. FORCE MAJEURE

The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

12. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

13. ASSIGNMENT

This Agreement is not assignable.

14. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

16. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

- a. As to City:
Chris Hubbard, City Administrator
c.hubbard@mexicobeachgov.com
201 Paradise Path
Mexico Beach, Florida 32456
(850) 648-5700

- b. As to Contractor: _____
Contract Representative: _____
Title/Position: _____
Email address: _____
Mailing address: _____
Phone: _____ Cell: _____

18. ENTIRE AGREEMENT

The Request for Bids, this Agreement, Exhibit A Federal Contract Requirements, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

CONTRACTOR NAME

By: _____

Print Name: _____

Title: _____

ATTEST:

Tammy Brunson, City Clerk

**THE CITY OF MEXICO
BEACH, FLORIDA,**
a municipal corporation

By: _____
Michelle Miller, Mayor

EXHIBIT A

FEDERAL CONTRACT REQUIREMENTS

**FEDERAL CONTRACT REQUIREMENTS
2 C.F.R §200.317-326
FOR CONSTRUCTION CONTRACTS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

REMEDIES

The parties are entitled to all available legal remedies under Florida law for a breach of this contract or for a breach of Contractor's standard of care.

TERMINATION FOR CONVENIENCE

The City may terminate any awarded contract at any time for any reason by giving at least thirty (30) days notice in writing to the awarded bidder. If the contract is terminated by the City as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE

If the awarded bidder fails to comply with any of the terms and conditions of the awarded contract, the City may give notice, in writing, to the awarded bidder of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare the awarded contract to be terminated. The awarded bidder will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the City by reason of the awarded bidder's failure to comply with the awarded contract.

Notwithstanding the above, the awarded bidder is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the awarded bidder and the City may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due the City from the awarded bidder is determined.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(a) The prime contractor, if subcontracts will be let, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL OPPORTUNITY CLAUSES

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded "federally assisted contracts" the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH DAVIS-BACON ACT

(1) Contractor. The contractor shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions

require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29

C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act (if the contract exceeds \$100,000)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any Disaster Debris Disposal and Removal Services 53 Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT (if the contract exceeds \$150,000)

- (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) CONTRACTOR agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT (if the contract exceeds \$150,000)

- (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) CONTRACTOR agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida

Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the Disaster Debris Disposal and Removal Services period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ENERGY EFFICIENCY AND CONSERVATION ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

CHANGES

Changes that alter the method, price, or schedule of the work without breaching the contract may only be by written amendment, executed with the same formality as the contract.

ACCESS TO RECORDS. THE FOLLOWING ACCESS TO RECORDS REQUIREMENTS APPLY TO THIS AGREEMENT:

(1) The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to

this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

EXHIBIT B
REGULATORY AUTHORIZATIONS



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

September 1, 2023

Applicant

The City of Mexico Beach
Attn: Douglas Baber
201 Paradise Path
Mexico Beach, FL 32456
D.Baber@MexicoBeachGov.com

Agent

Joseph Morrow
543 Harbor Blvd, Suite 204
Destin, FL 32541
JM@mrd-associates.com

NOTICE OF DE MINIMIS EXEMPTION

Mexico Beach Debris Removal
File No. 0433716-001-BE, Bay County

Dear Mr. Baber and Mr. Morrow:

The Department of Environmental Protection (Department) received your application for a de minimis exemption on April 7, 2023. As stated in your application, the project is to remove nearshore debris buried underneath the existing seabed along the shoreline up to 400 feet from the Mean High Water Line.

The project site is located at Mexico Beach, in Bay County, Sections 22, 23, 25 and 26, Township 06 South, Range 12 West, extending into the Gulf of Mexico, Class III Florida Waters.

The aftermath of Hurricane Michael in 2018 resulted in the scattering of debris from terrestrial structures, including the Mexico Beach Pier, into the Mexico Beach nearshore area. Most of this debris is currently buried within the surf zone, there is a potential risk to public safety if it were to resurface. A total of 74 specific targets have been identified for removal, accounting for approximately 1,098 cubic yards of debris. An excavator located on a barge will be used to remove debris from the seafloor. After which, the debris will be placed onto a floating barge and transported to staging areas along the Mexico

Notice of De Minimis Exemption
Mexico Beach Debris Removal
File No. 0433716-001-BE, Bay County
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Beach Canal, and then truck to an approved upland disposal site. The debris removal is not expected to have any significant adverse impacts on the surrounding natural resources.

Under normal conditions, the debris removal is not expected to generate a noticeable amount of turbidity, so no turbidity mixing zone is authorized for this activity. However, if the activity generates an obvious turbidity plume, it could cause a violation of state water quality standards and result in adverse resource impacts. Therefore, if the authorized activities generate a turbidity plume that exceeds the water quality standard for turbidity, the de minimis exemption is no longer valid, and a permit would be required before the project activities outlined herein would be allowed to continue. The application for that permit would have to address the potential impacts associated with the turbidity and the need to establish a mixing zone for turbidity.

Activities in, on or over waters of the State require a regulatory authorization for construction and operation of the project, unless otherwise exempt by statute or rule. Activities that have a material physical effect on existing coastal conditions or natural shore and inlet processes, and that extend seaward of the mean high water line into sovereign submerged lands, are regulated as “coastal construction”, unless otherwise exempt by rule. Activities on sovereign submerged lands require a proprietary authorization. Works in waters of the United States also require federal authorization and **may** qualify for review by the state under the State Programmatic General Permit process. Your proposed application has been reviewed for these authorizations.

REGULATORY REVIEW – EXEMPTION VERIFIED

A project that affects surface waters is regulated under Part IV of Chapter 373, Florida Statutes (F.S.), and unless otherwise exempt by statute or rule, requires an Environmental Resource Permit, pursuant to Rule 62-330.020(2), Florida Administrative Code (F.A.C.). However, Chapter 373.406(6), F.S., provides a de minimis exemption for activities that *will have only minimal or insignificant individual or cumulative adverse impacts on the water resources*. The Department has determined that the proposed excavation meets this criterion and would be exempt from the need for an Environmental Resource Permit.

A project that may affect existing coastal conditions or natural shore and inlet processes on sovereign submerged lands (seaward of the mean high water line) is regulated under the Coastal Construction program, pursuant to Section 161.041, F.S., and Chapter 62B-41, F.A.C. The excavation activities meet these criteria so the proposed project would be regulated as coastal construction. According to Rules 62B-41.004(2)(c) and 62B-41.002(19)(c), F.A.C, *coastal construction shall be exempt from the provisions of this chapter when it is determined by the Department that it will have ... de minimis impacts ... that are insignificant and do not have a measurable adverse impact either individually or cumulatively*. The Department has determined that the proposed excavation meets this criterion and is, therefore, exempt from the need for regulatory authorization under the Coastal Construction program, as described in Rule 62B-41.005, F.A.C. Because the project is exempt from the need for an Environmental Resource Permit and a regulatory authorization under the Coastal Construction program,

**Notice of De Minimis Exemption
Mexico Beach Debris Removal
File No. 0433716-001-BE, Bay County
Page 3 of 19**

the project does not require a Joint Coastal Permit, as prescribed in Rules 62B-49 and 62-330.075(7), F.A.C.

Therefore, the Department hereby grants a de minimis exemption for the proposed activity under Chapter 373.406(6), F.S. Chapter 62B-41, F.A.C.

Working under an exemption does not relieve you (the Grantee) from the need to comply with all applicable water quality standards during construction and operation. **Activities conducted under the above exemption must be constructed and operated using appropriate best management practices and in a manner that does not cause water quality violations, pursuant to Rule 62-302, F.A.C.** This de minimis exemption determination shall not be valid if the project results in water quality violations or if the basis for the exemption is found to be materially incorrect.

The determination that your project qualifies for a de minimis exemption is based upon forms, drawings and documents provided to the Department as of July 7, 2023, and the statutes and rules that were in effect at that time. This determination is effective only for the specific activity proposed and may be invalid if site conditions materially change or if the governing statutes or rules are amended. In addition, any substantial alterations to the construction plans or location of the project should be submitted to the Department for review prior to commencement of work, as changes may result in the need for a permit. **In any event, this determination shall expire after one year.**

This project shall be subject to the specific conditions listed below:

SPECIFIC CONDITIONS:

1. At least 48 hours prior to the commencement of the repair activity, the Grantee shall submit a notice of commencement to the Department's JCP Compliance Officer (email: JCPCompliance@dep.state.fl.us). This Notice of Commencement shall indicate the proposed start date and the anticipated completion date.
2. Best Management Practices (BMP) for controlling turbidity and runoff from construction and equipment into state waters shall be utilized where appropriate and shall be maintained at all times during the repair activity to minimize impairment of state waters.
3. No water quality mixing zone has been authorized for this excavation project. If an obvious turbidity plume is observed, the Grantee shall notify the JCP Compliance Officer immediately by email at JCPCompliance@dep.state.fl.us. Unless it is determined by the JCP Compliance Officer that the project can proceed without violating water quality standards, this exemption determination shall be revoked and a Joint Coastal Permit would be required to continue the excavation project.
4. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoe remains, or any other physical remains that could be associated with Native

Notice of De Minimis Exemption
Mexico Beach Debris Removal
File No. 0433716-001-BE, Bay County
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American cultures, or early colonial or American settlement are encountered at any time within the project area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The Grantee shall, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, and the JCP Compliance Officer. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

5. All materials and debris (including rocks, sandbags, construction materials, etc.) related to the excavation project shall be removed from the project site and deposited at an approved upland disposal facility immediately after completion of the construction activity.
6. In the case that any of the experimental composite piles are recovered from the T-section of the former pier, they shall be measured (lengths) and photos provided to the Department in order to determine mode of failure and location of pile breakage (whether at the mud line or higher on the pile).
7. Within 72 hours after completion of the repair activity, the Grantee shall submit a notice of completion to the Department's JCP Compliance Officer (email: JCPCompliance@dep.state.fl.us). This Notice of Completion shall confirm the actual start and completion dates and shall describe any deviations from the plans and specifications.
8. The Grantee shall provide documentation from the U.S. Fish and Wildlife Service (USFWS) that this work is covered under a Statewide Programmatic **Biological Opinion** or a Biological Opinion(s) (BO). If no BO is required, documentation confirming this from USFWS shall be submitted.
9. **Fish & Wildlife Monitoring Qualifications:** To ensure that individuals conducting monitoring of fish and wildlife resources have appropriate qualifications, the Grantee shall provide documentation demonstrating expertise/experience in surveying the types of resources that are present in the project. The Department and the Florida Fish and Wildlife Conservation Commission (FWC) will review this information for confirmation that the monitors are capable of meeting the requirements in Specific Conditions 13 through 18. This documentation shall include the following:
 - i. *Marine Turtle Protection:* A list of the names and the FWC permit numbers for the Marine Turtle Permit Holders.
 - ii. *Shorebird Protection:* A list of Bird Monitors with their contact information, a summary of qualifications including bird identification skills, avian survey experience, proposed locations of shorebird survey routes, and the locations of travel routes.

10. **In-water Activity.** The Grantee shall adhere to the following requirements for all in-water activity:
- a. The Grantee shall instruct all personnel associated with the project about the presence of marine turtles and manatees, and the need to avoid collisions with (and injury to) these protected marine species. The Grantee shall be responsible for harm to these resources and shall require their contractors to advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees or marine turtles, which are protected under the Endangered Species Act, the Marine Mammal Protection Act, the Marine Turtle Protection 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 project area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.
 - c. Siltation or turbidity barriers (if used) shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee or marine turtle movement or travel.
 - d. The Grantee is responsible for all on-site project personnel and shall require them to observe water-related activities for the presence of marine turtles and manatee(s). All in-water operations shall be immediately shut down if a marine turtle or manatee comes within 50 feet of the operation. For unanchored vessels, operators shall disengage the propeller and drift out of the potential impact zone. If drifting would jeopardize the safety of the vessel then idle speed may be used to leave the potential impact zone. Activities shall not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.
 - e. Any collision with (or injury to) a marine turtle or manatee shall be reported immediately to the FWC Hotline at 888-404-3922, and to the FWC at ImperiledSpecies@MyFWC.com. Any collision with (and/or injury to) a marine turtle shall also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at SeaTurtleStranding@MyFWC.com.
 - f. Temporary signs concerning manatees shall be prominently posted prior to and during all in-water project activities, at sufficient locations to be regularly and easily viewed by all personnel engaged in water-related activities. Two temporary signs, which have already been approved for this use by the FWC, shall be posted at each location. One sign shall read "Caution Boaters - Watch for Manatees". A second sign measuring at least 8 ½" by 11", shall explain the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations.

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All signs shall be removed by the Grantee upon completion of the project. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to ImperiledSpecies@MyFWC.com.

11. All activity shall be confined to daylight hours. No temporary lighting of the construction area is authorized at any time during the marine turtle nesting season. No permanent lighting is authorized.
12. All excavated debris and equipment on the beach must remain within the designated staging areas. All vehicles must access staging areas directly from the road. The beach surface shall also be inspected subsequent to completion of the project, and all tracks, mounds, ridges or impressions, etc. left by construction equipment on the beach shall be smoothed and leveled.
13. **Marine Turtle Protection Conditions.**

Construction-related activities are authorized to occur on the nesting beach (sandy beach seaward of existing coastal armoring structures or dune crest and all areas used for beach access) during marine turtle nesting season (May 1 through October 31) under the following conditions:

- a. Daily early morning marine turtle nest surveys shall start two weeks prior to marine turtle nesting season (April 15) or 65 days prior to beach placement whichever is later. Daily nesting surveys shall continue through November 30 or until two weeks after the last crawl in the project area, whichever is earlier.
- b. Daily nesting surveys shall be conducted beginning ½ hour prior to sunrise, and no construction activity may commence until completion of the marine turtle survey each day.
- c. The Grantee shall ensure that marine turtle nesting surveys are conducted as required in this authorization, and only conducted by personnel with a valid FWC Marine Turtle Permit, that covers all project activities as required by Chapter 68E-1, F.A.C. For information on the authorized Marine Turtle Permit Holders in the project area, contact FWC at MTP@MyFWC.com.
- d. Only those nests laid in the area where construction activities will occur shall be relocated, and nest relocation shall cease after the construction activity is completed. Nests requiring relocation shall be moved no later than 9 a.m., the morning following deposition (no longer than 12 hours from the time the eggs are laid), to a nearby self-release beach site in a secure setting, where artificial lighting will not interfere with hatchling orientation. The relocation site shall be determined in conjunction with and approved by the FWC prior to nest relocations. Relocated nests shall not be placed in organized groupings. Relocated nests shall be randomly staggered along the length and width of beach settings that are not expected to experience any of the following: inundation by high tides; severe erosion; previous egg loss;

or illumination by artificial lighting.

- e. Nests deposited within areas where construction activities will not occur for 65 days, or nests laid in the nourished berm prior to tilling, shall be marked and left in place. The Marine Turtle Permit Holder shall install on-beach markers at the nest site to establish a minimum 5-foot radius around the approximate clutch location and shall also install a secondary marker at a point as far landward as possible to assure that the nest can be located should the on-beach marker be lost. No activity shall occur within the marked area, nor shall any activities occur that could result in impacts to the nest. Nest sites shall be inspected daily to ensure nest markers remain in place and the nest has not been disturbed by the project activity.
14. **Marine Turtle or Nest Encounters.** Upon locating a dead or injured marine turtle, a hatchling, or egg that may have been harmed or destroyed as a result of the project, the Grantee shall notify FWC Wildlife Alert at 1-888-404-FWCC (3922). Care shall be taken in handling injured marine turtles or exposed eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials for later analysis. If a marine turtle nest is excavated during construction activities, but not as part of the authorized nest relocation process outlined in these specific conditions, the permitted person responsible for egg relocation for the project shall be notified immediately so the eggs can be moved to a suitable relocation site.
 15. **Shorebird Protection.** The term “shorebird” is used here to refer to all solitary nesting shorebirds and colonial nesting seabirds that nest on Florida’s beaches. These conditions are intended to avoid direct impacts associated with the construction of the project and may not address all potential take incidental to the operation and use related to this authorization. The Grantee shall adhere to the shorebird protection conditions during the shorebird breeding cycle, which includes nesting.
 - a. Shorebird breeding season dates for this project area are February 15 through September 1 (note that while most species have completed the breeding cycle by September 1, flightless young may be present through September and must be protected if present).
 - b. Any parts of the project where “project activities” on the beach take place *entirely outside the breeding season*, do not require shorebird surveys. The term “project activities” includes operation of vehicles on the beach, movement or storage of equipment on the beach, sand placement or sand removal, and other similar activities that may harm or disturb shorebirds. Bird survey routes must be established and monitored throughout the entire breeding season in any parts of the project area where: 1) potential shorebird breeding habitat occurs, and 2) project activities are expected to occur at any time within the breeding season. Breeding season surveys shall begin on the first day of the breeding season or 10 days prior to project commencement (including survey activities and other pre-construction presence on the beach), whichever is later.

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- c. Bird surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by construction or pre-construction activities. One or more shorebird survey routes shall be established by the Grantee to cover project areas which require shorebird surveys. These routes shall be determined in coordination with the FWC Regional Biologist prior to the initiation of construction. Routes shall not be modified without prior notification to FWC.
- d. During the pre-construction and construction activities associated with the project, the Grantee shall ensure that surveys for detecting breeding activity and the presence of flightless chicks shall be completed on a daily basis by a qualified bird monitor. This shall be completed prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to the birds or their eggs or young. If all project activities are completed and all personnel and equipment have been removed from the beach prior to the end of the breeding season, route surveys shall continue to be conducted at least weekly through the end of the breeding season. If breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Grantee (or their designee) shall establish a 300-foot buffer around the site and shall notify the FWC Regional Biologist within 24 hours. The posts and materials for the shorebird buffer zones shall be removed once all breeding or nesting behavior has ceased.
- e. The Grantee shall require the Bird Monitor to conduct a shorebird education and identification program (and/or provide educational materials) with the on-site staff to ensure protection of precocial (mobile) chicks. All personnel are responsible for watching for shorebirds, nests, eggs and chicks. If the Bird Monitor finds that shorebirds are breeding within the project area, the Grantee shall place and maintain a bulletin board in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that “NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE and FEDERAL MIGRATORY BIRD ACTS”.

16. Shorebird Monitor Requirements.

- a. The Grantee shall ensure that nesting and breeding shorebird surveys are conducted by trained, dedicated individuals (Bird Monitors) with proven shorebird identification skills and avian survey experience.
- b. Bird Monitor(s) shall be required to review and become familiar with the general information, employ the data collection protocol, and implement data entry procedures outlined on the FWC’s FSD website (<http://www.flshorebirddatabase.org> or [Florida Shorebird Database](#)). They shall use the data-collection protocol and implement data entry procedures as outlined in that website.

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- c. The Grantee shall submit a list of Bird Monitors, with their contact information and a summary of qualifications, including bird identification skills and avian survey experience to the FWC Regional Biologist and JCPCCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The determination that the selected Bird Monitor(s) meet the required qualifications shall be coordinated between the Grantee and the FWC Regional Biologist. Once approved, the Grantee shall submit the names and contact information of the Bird Monitor(s) who have been approved by FWC to JCPCCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The Bird Monitor(s) shall meet the following minimum qualifications:
 - i. Has previously participated in beach-nesting shorebird surveys in Florida (provide references or resume). Experience with previous projects must document the ability to 1) identify all species of beach-nesting birds by sight and sound, 2) identify breeding/territorial behaviors, and find nests of shorebirds that occur in the project area, and 3) identify habitats preferred by shorebirds nesting in the project area.
 - ii. Have a clear working knowledge of, and adhere to, the [Breeding Bird Protocol for Florida's Seabirds and Shorebirds](https://publictemp.myfwc.com/crossdoi/shorebirds/resources.aspx).
 - iii. Have completed full-length webinars: Route-Surveyor Training and Rooftop Monitoring Training, including the annual refresher training. Training resources can be found on the [Florida Shorebird Database \(FSD\)](https://publictemp.myfwc.com/crossdoi/shorebirds/index.aspx) website.
 - iv. Familiar with [FWC beach driving guidelines](https://myfwc.com/conservation/you-conserve/wildlife/beach-driving/).
 - v. Experience posting beach-nesting bird sites, consistent with [Florida Shorebird Alliance \(FSA\) Guidelines](http://flshorebirdalliance.org/resources/instructions-manuals.aspx).
 - vi. Has registered as a contributor to the FSD.

17. **Shorebird Survey Protocols.** Bird survey protocols, including downloadable field data sheets, are available on the [FSD website](#). All breeding activity shall be reported to the FSD website within one week of data collection. If the use of this website is not feasible for data collection, the FWC Regional Biologist shall be contacted for alternative methods of reporting. The Grantee shall ensure that the Bird Monitors use the following survey protocols:

- a. Surveys shall be conducted by walking the length of all survey routes and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird chicks or shorebird juveniles, as outlined in the FSD Breeding Bird Protocol for Shorebirds and Seabirds. Use of

binoculars (minimum 8x40) is required and use of a spotting scope may be necessary to accurately survey the area. If an ATV or other vehicle is needed to cover large survey routes, the Bird Monitor shall stop at intervals of no greater than 600 feet to visually inspect for breeding activity.

- b. Once breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Grantee (or their designee) shall notify the FWC Regional Biologist within 24 hours.

18. **Shorebird Buffer Zones and Travel Corridors.** The Grantee shall require the Bird Monitor(s) and Contractor(s) to meet the following:

- a. The Bird Monitor(s) shall establish a disturbance-free buffer zone around any location within the project area where the Bird Monitor has observed shorebirds engaged in breeding behavior, including territory defense. A 300-foot buffer shall be established around each nest or around the perimeter of each colonial nesting area. A 300-foot buffer shall also be placed around the perimeter of areas where shorebirds are seen digging nest scrapes or defending nest territories. All construction activities, movement of vehicles, stockpiling of equipment, and pedestrian traffic are prohibited in the buffer zone. **Smaller, site-specific buffers may be established if approved in writing by the FWC Regional Biologist.** Travel corridors shall be designated and marked outside the buffer areas for pedestrian, equipment, or vehicular traffic.
- b. The Bird Monitor(s) shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds appear to be agitated or disturbed by these activities, then the Bird Monitor(s) shall immediately widen the buffer zone to a sufficient size to protect breeding birds.
- c. The Bird Monitor(s) shall ensure that reasonable and traditional pedestrian access is not blocked in situations where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be allowed when breeding was initiated within 300 feet of an established beach access pathway. The Bird Monitor(s) shall work with the FWC Regional Species Conservation Biologist to determine if pedestrian access can be accommodated without compromising nesting success. These site-specific buffers must be determined in coordination with the FWC Regional Biologist.
- d. The Bird Monitor(s) shall ensure that the perimeters of designated buffer zones shall be marked according to FSA Posting Guidelines available at: <https://flshorebirdalliance.org/resources/instructions-resources/> with posts, twine and FWC-approved signs stating “Do Not Enter, Important Nesting Area” or similar language around the perimeter (see example of signage for marking designated buffer zones at: <http://myfwc.com/conservation/you- conserve/wildlife/shorebirds/>). Posts shall not exceed 3 feet in height once installed. Symbolic fencing (twine, string or rope) should be placed

between all posts at least 2.5 feet above the ground and rendered clearly visible to pedestrians. If pedestrian pathway and/or equipment travel corridor modifications are approved by the FWC Regional Biologist, these shall be clearly marked. Posting shall be maintained in good repair until no active nests, eggs, or flightless young are present. Although solitary nesters may leave the buffer zone temporarily with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.

- e. The Grantee shall ensure that no construction activities, pedestrians, moving vehicles, or stockpiled equipment are allowed within the buffer area.
- f. The Grantee shall ensure that the Bird Monitor(s) designate and mark travel corridors outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may transit past breeding areas in these corridors. However, other activities such as stopping or turning heavy equipment and vehicles shall be prohibited within the designated travel corridors adjacent to the breeding site.
- g. When flightless chicks are present within or adjacent to travel corridors, construction related vehicles shall not be driven through the corridor unless a Bird Monitor is present to adequately monitor the travel corridor. The Grantee shall require the contractor with the oversight of the Bird Monitor(s) to avoid any chicks that may be in the path of moving vehicles. The Grantee shall also require the contractor with the oversight of the Bird Monitor(s) to level any tracks, ruts, or holes that may be capable of trapping flightless chicks while avoiding any impacts to the chicks.

Notification. Any injury or death of a shorebird (including crushing eggs or young) resulting from project activities shall be reported immediately to the FWC Regional Biologist.

19. Beach Mice Protection.

- a. Beach mouse habitat shall be avoided when selecting sites for equipment, vehicle and debris storage and staging to the maximum extent practicable. Suitable beach mouse habitat constitutes the primary dunes (characterized by sea and other grasses), secondary dunes (similar to primary dunes, but also frequently includes such plants as woody goldenrod, false rosemary), and interior or scrub dunes, as well as areas with natural vegetation adjacent to the dunes (seaward of the toe of the dune, in blow-outs, or other openings between dunes).
- b. Equipment placement or storage shall be excluded in the area between 5 to 10 feet seaward of the existing dune toe or 10 percent of the beach width (for projects occurring on narrow eroded beach segments) seaward of the dune toe in areas of occupied beach mouse habitat (Figure 2 below). The toe of the dune is where the slope breaks at the seaward foot of the dune.

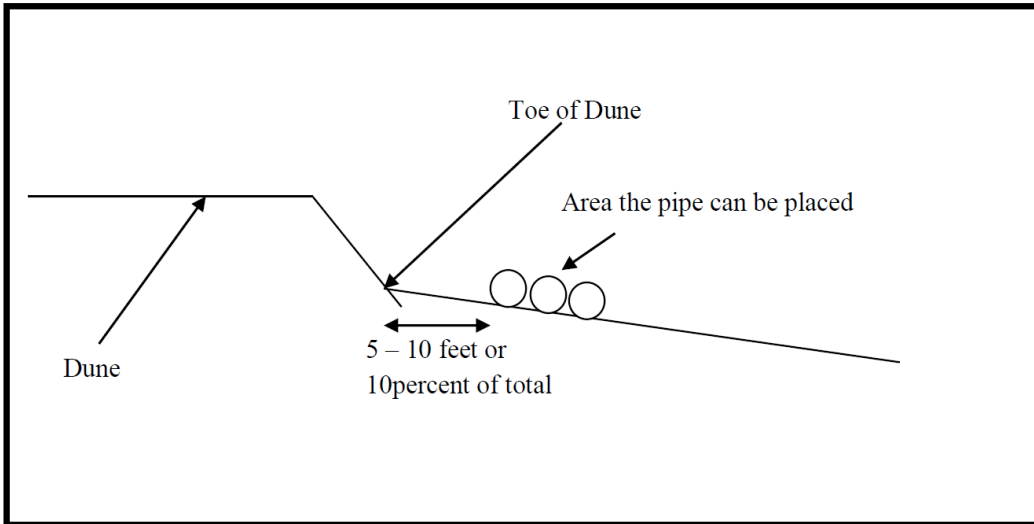


Figure 2

- c. Existing beach access points shall be used for vehicle and equipment beach access to the maximum extent practicable. These accesses shall be delineated by post and rope or other suitable material to ensure vehicles and equipment transport stay within the access corridor. The topography at the accesses shall be fully restored to pre-project work configuration following project completion. Parking areas for construction crews shall be located as close as possible to the work sites, but outside of vegetated dunes to minimize impacts to existing habitat and the need to transport workers along the beachfront. The creation of new or expansion of existing beach accesses for vehicles and equipment within beach mouse habitat consisting of vegetated dunes is authorized for no more than one every 4 miles. The distribution of access areas will result in the least number of access areas within beach mouse habitat as practicable and delineated by post and rope or other suitable material to ensure vehicles and equipment transport stay within the access corridor. The access points shall be as follows:
 - i. No more than 25 feet wide for vehicles.
 - ii. No more than 50 feet wide for equipment.
- d. New or expanded beach accesses that impact vegetated dunes shall be replanted within 3 months following project completion. The habitat restoration shall consist of restoring the dune topography and planting with at least three species of appropriate native dune vegetation (i.e., native to coastal dunes in the respective county and grown from plant stock from that region of Florida). Seedlings shall be at least 1 inch by 1 inch with a 2.5-inch pot. Planting shall be on 18-inch centers throughout the created dune; however, 24-inch centers may be acceptable depending on the area to be planted. Vegetation shall be planted with an

appropriate amount of fertilizer and anti-desiccant material, as appropriate, for the plant size. No sand stabilizer material (coconut matting or other material) shall be used in the dune restoration. The plants may be watered without installing an irrigation system. In order for the restoration to be considered successful, 80 percent of the total planted vegetation shall be documented to survive six months following planting of vegetation. If the habitat restoration is unsuccessful, the area shall be replanted following coordination with the Service.

PROPRIETARY REVIEW – AUTHORIZATION APPROVED

The project is not exempt from the need to obtain the applicable proprietary authorization for activities that are on or over sovereign (state-owned) submerged lands, as described in Chapter 253, F.S., and Chapter 18-21, F.A.C. The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Section 253.77, F.S. Under this authority, the Department has reviewed the proposed project, at the proposed locations, and has made the following proprietary determinations:

The excavation qualifies for a letter of consent under Rule 18-21.005(1)(c), F.A.C., to construct, the activity on the specified sovereign submerged lands. This letter **constitutes proprietary authorization to perform this activity** as long as the work performed is located within the boundaries described in the application as of July 7, 2023, and is consistent with the Specific Conditions, listed above, and the attached General Consent Conditions.

Although renewal of the easement is required to keep these structures on sovereign submerged lands, the repair work may be temporarily authorized under a letter of consent. The excavation qualifies for a **temporary** letter of consent under Rule 18-21.005(1)(c)(14), F.A.C., to conduct, the activity on the specified sovereign submerged lands. This letter **constitutes proprietary authorization to perform this activity** as long as the work performed is located within the boundaries described in the April 7, 2023, application and is consistent with the Specific Conditions, listed above, and the attached General Consent Conditions.

STATE PROGRAMMATIC GENERAL PERMIT

The State Programmatic General Permit VI-R1 (SGPG) program allows the State to process Federal authorizations for certain activities. The proposed activity, as outlined on your application and attached drawings, **does not qualify** for Federal authorization by the State under the SPGP, so a **separate** permit or authorization may be required from the U.S. Army Corps of Engineers (Corps). A copy of your application was sent to the Corps for review. The Corps will issue their authorization directly to you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date that your application was received by the Department, you should contact the nearest Corps regulatory office for application review status and further information. **Failure to obtain Corps**

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authorization prior to construction could subject you to federal enforcement action by that agency. This letter does not relieve you from the responsibility of obtaining other permits (Federal, State, or local), which may be required for the project.

NOTICE OF RIGHTS OF SUBSTANTIALLY AFFECTED PERSONS

This letter acknowledges that the proposed activity is exempt from permitting requirements in Part IV of Chapter 373 and Section 161.041.

The Department will not publish notice of this determination. **Publication of this notice by you is optional and is 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 permit.

If you wish to limit the time within which *all* substantially affected persons may request an administrative hearing, you may elect to publish, at your own expense, the enclosed publication notice in the legal advertisement section of a newspaper of general circulation in the county where the activity is to take place. A single publication will suffice.

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, including the publication notice.

For the purposes of publication, a newspaper of general circulation means a newspaper meeting the requirements of Sections 50.011 and 50.031, F.S. In the event you do publish this notice, within seven days of publication, you must provide, to the mailing address or email listed below, proof of publication issued by the newspaper as provided in Section 50.051, F.S. If you provide direct written notice to any person as noted above, you must provide, to the mailing address or email listed below, a copy of the direct written notice.

Mailing Address:
Beaches Inlets and Ports Program
Florida Department of Environmental Protection
2600 Blair Stone Road, M.S. 3544
Tallahassee, Florida 32399
Email: BIPP@dep.state.fl.us

Please see the attached copy of the exemption language. Note that all criteria of the rule must be met in order to qualify for this exemption. If you have any questions, please contact me at (850) 245-8348. When referring to this project, please use both the project name and the file number listed above.

NOTICE OF RIGHTS

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

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

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

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

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within **14** days of

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receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within **14** days of publication of the notice or within **14** days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

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

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Sincerely,



Madison Williams
Environmental Specialist I
Beaches, Inlets and Ports Program
Office of Resilience and Coastal Protection

Enclosures: Drawings (15 pages)
De Minimis Exemption Citations
General Consent Conditions

CERTIFICATE OF SERVICE

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

cc: Gregory Garis, ORCP
Sean Green, ORCP
Ivana KennyCarmola, ORCP
BMES, ORCP
BIPP, ORCP
Ralph Clark, ORCP
Sarah Lindeman, ORCP
CE Review, ORCP
Alyssa Lamb, ORCP
Emma Kindley, FWC
ImperiledSpecies@myfwc.com
conservationplanningservices@myfwc.com
marineturtle@myfwc.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

Date 9/1/2023

De Minimis Exemption Citations

373.406(6), F.S.:

“Any district or the department may exempt from regulation under this part those activities that the district or department determines will have only minimal or insignificant individual or cumulative adverse impacts on the water resources of the district. The district and the department are authorized to determine, on a case-by-case basis, whether a specific activity comes within this exemption. Requests to qualify for this exemption shall be submitted in writing to the district or department, and such activities shall not be commenced without a written determination from the district or department confirming that the activity qualifies for the exemption.”

62B-41.004(2)(c), F.A.C.

(c) Structures having de minimus impacts as defined in paragraph 62B-41.002(19)(c), F.A.C.

62B-41.002(18)(c), F.A.C.

(c) “De Minimis Impacts” are impacts that are insignificant and do not have a measurable adverse impact either individually or cumulatively.

Notice of De Minimis Exemption
Mexico Beach Debris Removal
File No. 0433716-001-BE, Bay County
Page 19 of 19

GENERAL CONSENT CONDITIONS:

1. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
2. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
5. Construction, use or operation of the structure or activity shall not adversely affect any species that is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.
6. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
7. Structures or activities shall not create a navigational hazard.
8. Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
9. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident or fire.
10. Structures or activities shall be constructed, operated and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8175

January 30, 2024

Regulatory Division
North Permits Branch
Panama City Section
SAJ-2018-03456 (NWP-DND)

City of Mexico Beach
Attention: Michael Manning
201 Paradise Path
Mexico Beach, Florida 32456
Sent via email: m.manning@mexicobeachfl.gov

Dear Mr. Manning:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit received on June 5, 2023. Your application was assigned file number SAJ-2018-03456. A review of the information and drawings provided indicates that the proposed work would result in debris removal from the shoreline along the Gulf of Mexico within the City of Mexico Beach in response to Hurricane Michael. The proposed project includes removing large debris that poses a risk to navigation and recreational activities within the limits of the City of Mexico Beach. The debris removal project will encompass approximately 16,500 linear feet long along the beach and 200-foot to 400-foot seaward of the mean high water line (MHWL). Appropriate excavation methods including, but not limited to, sonar and drivers, will be utilized in order to locate submerged debris within the waterways and along banks. All debris will be transported and appropriately disposed of in an upland site. The activities subject to this permit are authorized pursuant to authorities under Section 404 of the Clean Water Act (33 U.S.C. § 1344). The project is located along the Gulf of Mexico within the City of Mexico Beach, in Sections 22,23 24 and 25, Township 6 South, Range 12 West, Bay County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) 22 (Removal of Vessels). **This verification is valid until March 14, 2026.** In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. You can

access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book webpage for links to view NWP information at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there, you will need to select "Nationwide Permits." Among other things, this part of the Source Book contains links to the federal register containing the text of the pertinent NWP authorization and the associated NWP general conditions, as well as separate links to the regional conditions applicable to the pertinent NWP verification.

You must comply with all of the special and general conditions for NWP-22: *Removal of Vessels*, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

General Conditions:

1. The time limit for completing the work authorized ends on **March 14, 2026**.
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 of the new owner on the attached transfer form and forward a copy 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.

6. You must allow a representative 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.

Project Specific Special Conditions:

The following project specific special conditions are included with this verification:

1. Reporting Address: The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2002-08884 (NWP-DND), on all submittals.

2. Permit Conditions Prevail: If information in the permit attachments conflict with the special conditions of this permit, the requirements of the permit special conditions shall prevail.

3. Commencement Notification: Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" Form.

4. Self-Certification: Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

5. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect, impact, or disturb properties listed in the National Register of Historic Places (NRHP), or those eligible for inclusion in the NRHP.

b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological, or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

6. 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 U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

7. Manatee Conditions: The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011”. The most recent version of the Manatee Conditions must be utilized.

8. Turbidity Barriers: Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within 1-foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

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

10. Jacksonville District Programmatic Biological Opinion (JAXBO): Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Johnson’s seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson’s seagrass and its critical habitat are no longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: <http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx> JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this NWP verification or have issues accessing the documents referenced in this letter, please contact Davielle Drayton by telephone at 912-856-6796, or by email at davielle.n.drayton@usace.army.mil.

-7-

Sincerely,

A handwritten signature in black ink that reads "Danielle S. D'Amato". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Danielle D'Amato
SAJ Team Lead
Technical Regional Execution Center

Enclosures:
Permit Drawings
Transfer Request
Commencement Notification
Self-Certification
Standard Manatee Conditions

Cc: Ryan Wiedenman, Agent (ryan.wiedenman@atkinsglobal.com)

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2018-03456(NWP-DND)

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. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

(TRANSFEREE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

COMMENCEMENT NOTIFICATION

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

1. Department of the Army Permit Number: SAJ-2018-03456(NWP-DND)

2. Permittee Information:

Name: _____

Email: _____

Address: _____

Phone: _____

3. Construction Start Date: _____

4. Contact to Schedule Inspection:

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred) or by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

- 1. **Department of the Army Permit Number:** SAJ-2018-03456 (NWP-DND)

- 2. **Permittee Information:** Name: _____
Email: _____
Address: _____

Phone: _____

- 3. **Date Authorized Work Started:** _____ **Completed:** _____

- 4. **Contact to Schedule Inspection:** Name: _____
Email: _____
Phone: _____

5. **Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.):** _____

6. **Acreage or Square Feet of Impacts to Waters of the United States:** _____

7. **Describe Mitigation completed (if applicable):** _____

8. **Describe any Deviations from Permit (attach drawing(s) depicting the deviations):**

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Printed Name of Permittee

Date

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

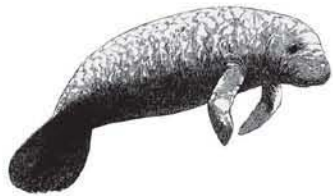
All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

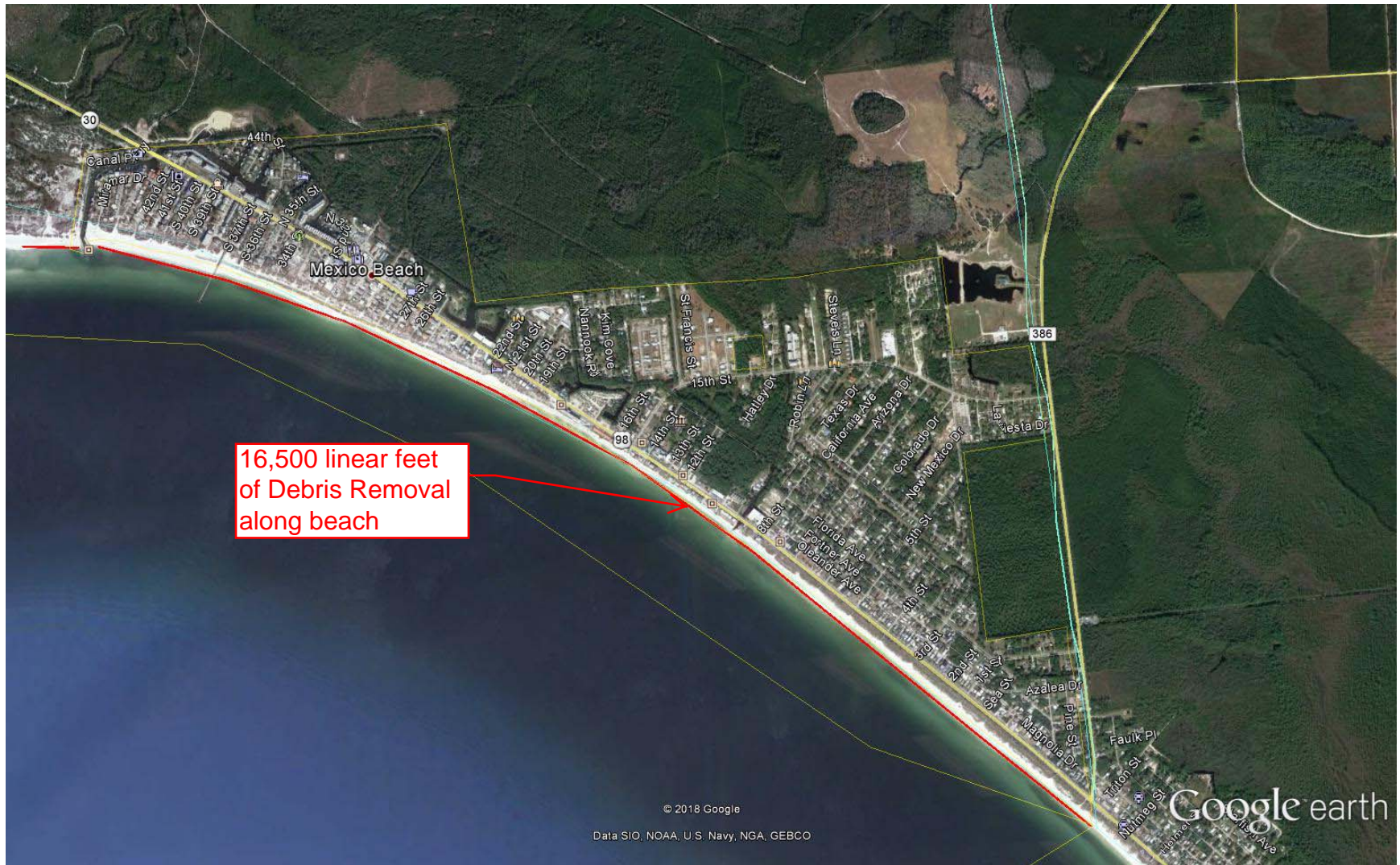
Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

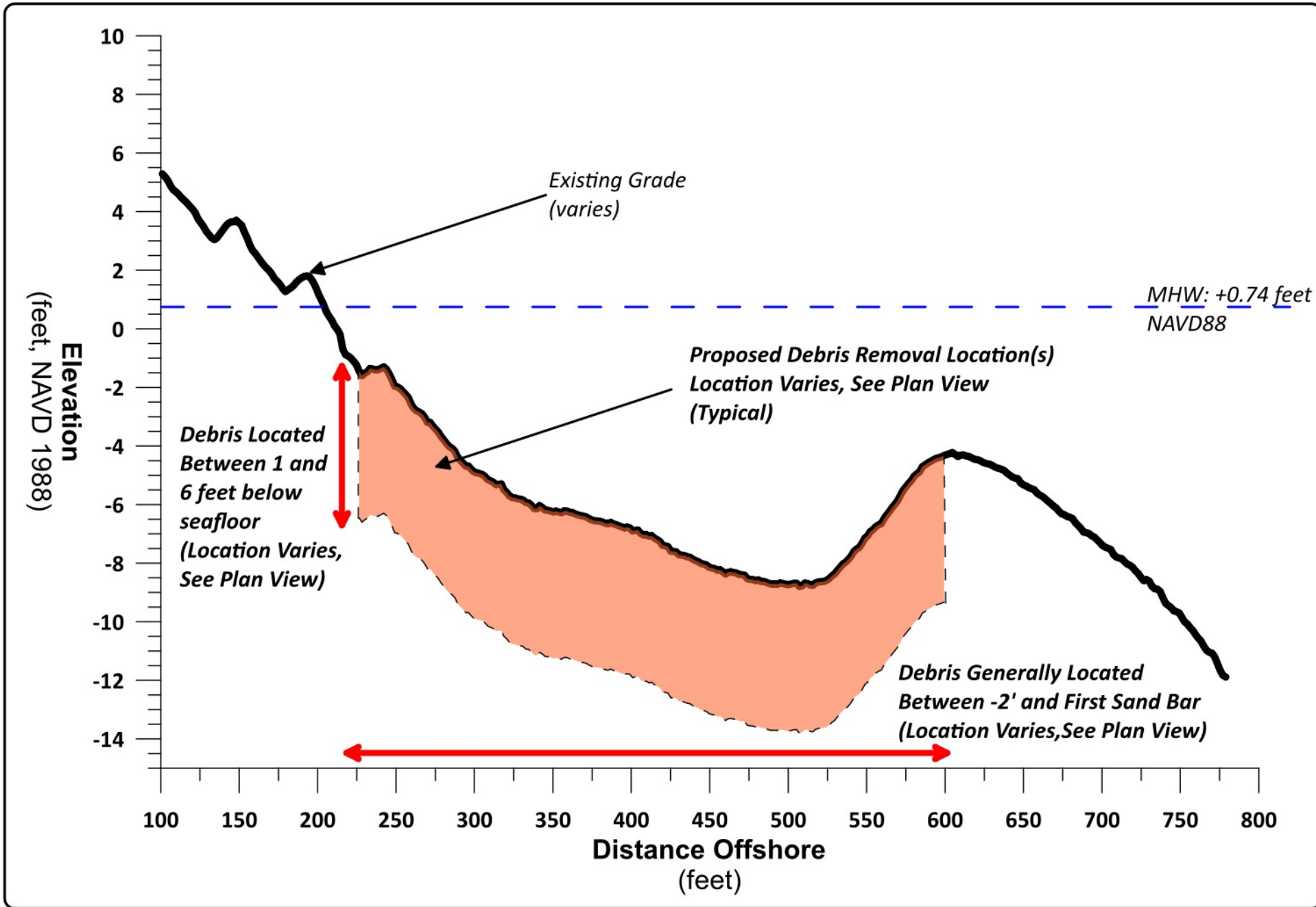


16,500 linear feet
of Debris Removal
along beach

© 2018 Google

Data SIO, NOAA, U.S. Navy, NGA, GEBCO

Google earth



mrd
 mrd associates, inc.
 Coastal, Marine & Water Resources Engineering

543 Harbor Boulevard, Suite 204
 Destin, Florida 32541

Certification of Authorization Number 9482
 850.654.1555 (voice) • 850.654.0550 (fax)
 www.mrd-associates.com

TYPICAL SECTION
 MB Nearshore Debris Removal Permit Sketches

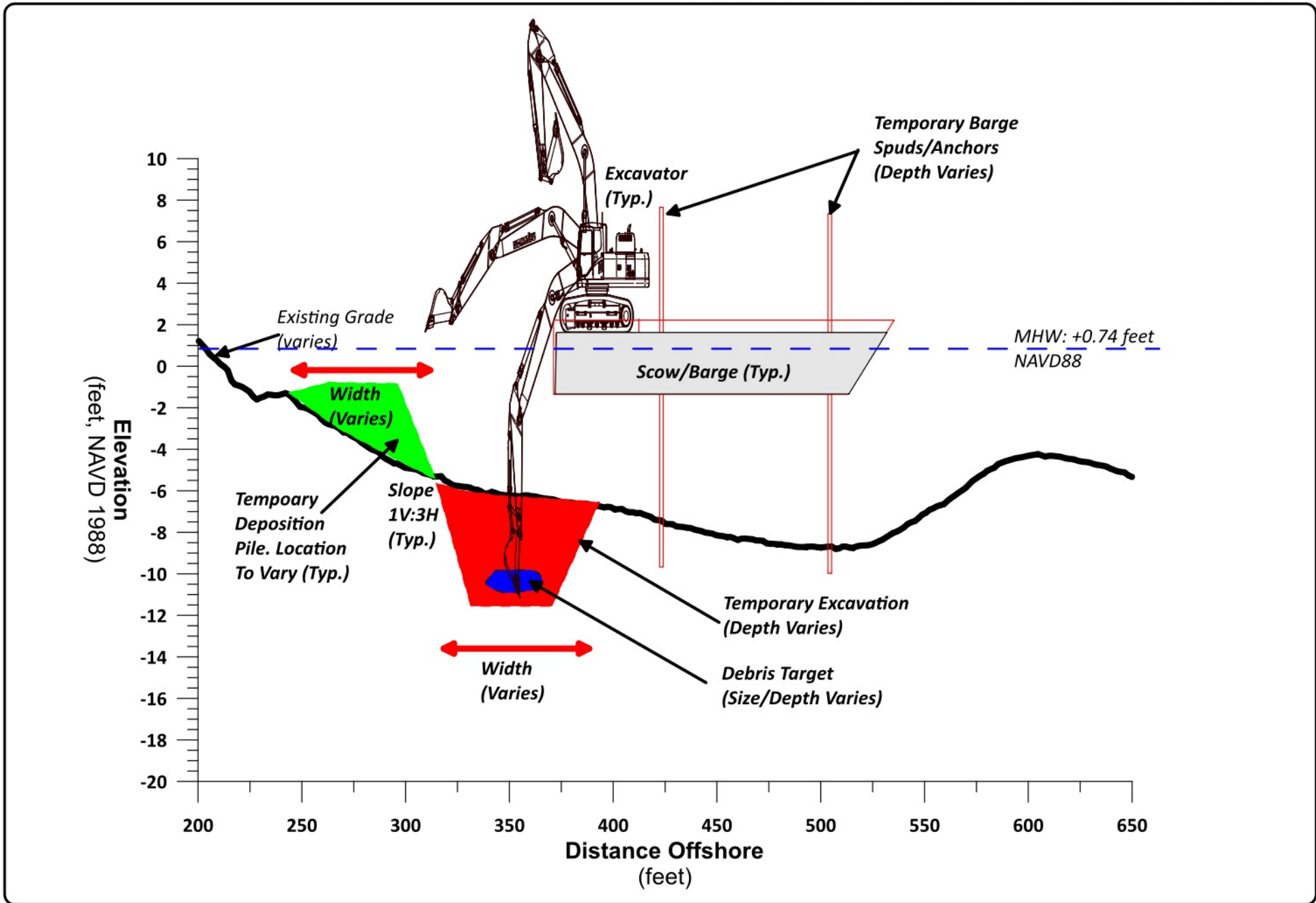
DEWBERRY ENGINEERS, INC.
 324 Marina Drive, Port St. Joe, FL 32456

Joseph Morrow, P.E.
 FL P.E. Number 87841

Date: February 27, 2023

Sheet Rev Date:

PROJECT NUMBER 23-139	SHEET NUMBER ^12^
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mrd
mrd associates, inc.
Coastal, Marine & Water Resources Engineering

543 Harbor Boulevard, Suite 204
 Destin, Florida 32541

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TYPICAL BARGE SECTION
MB Nearshore Debris Removal Permit Sketches

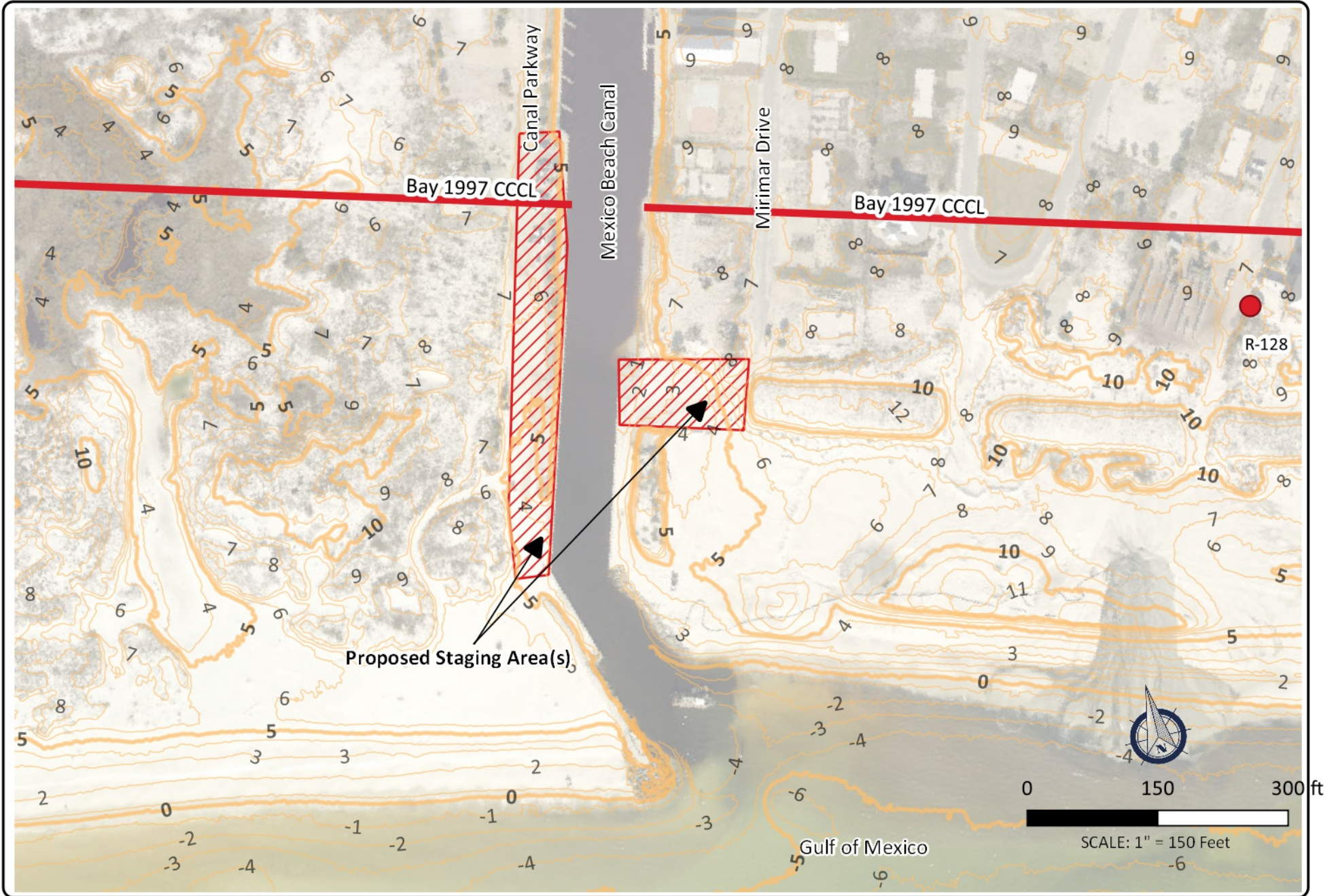
DEWBERRY ENGINEERS, INC.
 324 Marina Drive, Port St. Joe, FL 32456

Joseph Morrow, P.E.
 FL P.E. Number 87841

Date: February 27, 2023

Sheet Rev Date:

PROJECT NUMBER	SHEET NUMBER
23-139	^13^



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Destin, Florida 32541
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PROPOSED STAGING AREAS
MB Nearshore Debris Removal Permit Sketches

DEWBERRY ENGINEERS, INC.
324 Marina Drive, Port St. Joe, FL 32456

Joseph Morrow, P.E.
FL P.E. Number 87841

Date: February 27, 2023

Sheet Rev Date:

PROJECT NUMBER 23-139	SHEET NUMBER ^14^
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GENERAL NOTES:

- Cover and Index of Sheets
- Drawing and all coordinates referenced within relative to Florida State Plane North, North American Datum of 1983 (NAD 83).
- Elevations shown hereon are based on North American Vertical Datum of 1988 (NAVD 88).
- Topographic and Bathymetric survey performed by USACE, post-Sally LIDAR survey in 2020. Exact date unknown.
- Aerial photography obtained from ESRI World Imagery, fly date unknown.
- Debris was identified via a non-exhaustive survey utilizing a sub-bottom profiler on May 7 & May 11, 2021. No visual identification has been performed to date. Additional debris may be present beyond the targets identified.
- Debris size and volumes are provided as an estimate and should be field verified.
- Contractor shall be responsible for meeting applicable water quality standards during debris removal to include adequate turbidity controls to restrict debris removal activities to within the work area. BMP's shall be used at all times.

Debris Removal Guidelines

The following guidelines will be used to determine if the identified debris targets shall be removed from in-situ:

- F.A.C., Rule 62B-33.002 defines Construction Debris as the refuse, trash, or discarded material resulting from storm damage, or the construction or demolition of a structure. All debris discovered to meet this definition shall be removed.
- Natural or non-construction debris shall remain in-situ.
- Items determined to be greater than four (4) feet below the seafloor shall remain in-situ. If contractor begins to excavate an identified debris target verified in the field, and determines the debris extends beyond four feet from the seafloor, contractor shall make every effort to remove as much of the debris as possible.
- Contractor to utilize a floating barge and excavator or comparable equipment to excavate the identified buried debris targets.
- Sand excavated to reach a debris target shall be stockpiled immediately adjacent to the temporary excavation area and remain underwater. Suitable locations include landward or shore parallel to the temporary excavation location but not seaward of. Contractor shall make every effort to fill in temporary excavation location immediately after the debris has been removed with sand from the temporary stockpile.
- A COUNTY provided field representative will be on-site at all times to inspect the performance of the work. The field representative will have the authority to direct the contractor to remove specific debris and/or derelict materials identified in the field.
- Debris removal activities shall be limited to the immediate vicinity of the identified debris removal targets. Northings and Eastings referenced to the Florida State Plane, Zone North, NAD 83, feet have been provided as an approximate location of the identified debris targets.
- All debris removed will be disposed of in an appropriate upland disposal facility using the identified staging area(s).

Staging and Debris Offloading Areas

- Staging and debris offloading areas shall be restricted to the areas shown on the sketches.



**543 Harbor Boulevard, Suite 204
Destin, Florida 32541**

Certification of Authorization Number 9482
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mrd associates, inc.
Coastal, Marina & Water Resources Engineering

GENERAL NOTES
MB Nearshore Debris Removal Permit Sketches

DEWBERRY ENGINEERS, INC.
324 Marina Drive, Port St. Joe, FL 32456

Joseph Morrow, P.E.
FL P.E. Number 87841

Date: February 27, 2023
Sheet Rev Date:

PROJECT NUMBER 23-139	SHEET NUMBER *15*
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MHW Line = 0.74 ft

[Redacted]

[Redacted]

[Redacted]

Image USDA Farm Service Agency

Google earth



MHW Line = 0.74 ft

[Redacted]

400 ft

Image USDA Farm Service Agency

Google earth





EXHIBIT C

TAX EXEMPT AGREEMENT

SALES TAX EXEMPT PURCHASING AGREEMENT

THIS SALES TAX EXEMPT PURCHASING AGREEMENT made as of _____, 2024, between _____ hereinafter called the “CONTRACTOR” and the City of Mexico Beach, hereinafter called the “OWNER.”

RECITALS

1. The CONTRACTOR and the OWNER entered into a Contract dated _____, (the “Contract”) for the performance of the Work described therein, to which an executed copy of this Agreement shall be attached thereto and incorporated therein.
2. The CONTRACTOR and the OWNER desire to enter into an arrangement whereby certain purchases under the Contract can be made through the OWNER as a means of taking advantage of the OWNER’s status of being exempt from sales and use taxes.
3. The OWNER is exempt from sales and use taxes. As such it is exempt from the payment of sales and use tax on purchases of tangible property, materials, etc., necessary for the performance of Work under construction contracts, provided the OWNER determines it is to its best interest to do so, and provided the purchase of such properties, materials, etc., are handled in the manner hereinafter described.
4. The OWNER has determined it is in its best interest to provide the opportunity to eliminate the payments of sales tax for tangible property, materials, etc., to be used in the construction of this Project, and notifies the CONTRACTOR of its intent to do so.

AGREEMENT

1. The parties intend by this Agreement to comply with the procedures and elements described in Florida Department of Revenue Technical Assistance Advisements 01A-003 (January 8, 2001) and 00A-083 (December 21, 2000), and any conflict or ambiguity in this Agreement shall be resolved in favor of meeting elements necessary to make tax exempt the purchases contemplated by this Agreement.
2. The OWNER shall, at its sole discretion, have the option to directly purchase from the supplier or vendor, any supplies, materials or equipment included in the CONTRACTOR’s bid for the Contract. The OWNER reserves the right to require CONTRACTOR to assign to the OWNER agreements with suppliers for such goods. The CONTRACTOR shall, from time to time submit, update and keep current, for consideration by the OWNER, a list of all materials, supplies, and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment, and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies, and equipment with an aggregate purchase value of less than \$10,000 need not be listed.

Goods not required for the performance of the Contract shall not be purchased under this Agreement. The OWNER reserves the right to delete or add items from this Agreement when it is in the OWNER's best interest.

3. The OWNER will be liable for the payment of all purchases properly made hereunder.
4. The CONTRACTOR shall notify all suppliers not to make sales to the CONTRACTOR under this Agreement.
5. For each purchase approved by the OWNER to be made under this Agreement, the CONTRACTOR shall furnish the OWNER in writing information sufficient for the OWNER to issue to the supplier its OWNER purchase order for the requested item which shall include as an attachment the OWNER's Certificate of Exemption. Suppliers will render statements for materials purchased to the OWNER in care of the CONTRACTOR. After accepting the goods and reviewing and approving the invoices, the CONTRACTOR will forward the invoices for approval, processing and delivery to the OWNER for payment. The CONTRACTOR will keep and furnish to the OWNER all such records, summaries, reports of purchase orders and invoices, and reports of the status and use of goods handled under this Agreement, as the OWNER may reasonably require.
6. The Contract provides that the CONTRACTOR will perform the Work under the Contract for a total lump sum of \$ _____, as may be amended from time to time as provided in the Contract. Said amount, as amended, due CONTRACTOR under the Contract shall be reduced by the sum of all amounts paid by the OWNER for materials and equipment purchased under this Agreement, including any shipping, handling, insurance or other, similar charges paid by the OWNER, and all of the savings of sales and use tax on the purchase of such items.
7. The CONTRACTOR shall submit his proposal for Base Bid and proposals for each Alternate with the inclusion of all required taxes including applicable sales and use tax, the same is if tax were to be paid in the normal manner. Any sales and use tax savings will be affected during the performance of the Contract.
8. The CONTRACTOR shall immediately notify all subcontractors and material and equipment dealers of the OWNER's intent to reduce the construction cost of the project by the purchase of properties, materials, etc., in the manner herein described and the CONTRACTOR shall not withhold his consent to the arrangement.
9. Administrative costs incurred by the CONTRACTOR with this Agreement, including administering the purchases in the name of the OWNER, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract amount because of the service provided by the CONTRACTOR in the purchase of property, materials, etc., in the name of the OWNER.

10. All sales and use tax savings on the purchase of property, materials, etc., shall be credited to the OWNER and the amount of the Contract shall be reduced by the full amount of savings which are affected by the omission of payment of sales and use tax.
11. By virtue of its payment of material and equipment invoices, the OWNER further intends to benefit from any discounts offered for timely payment to the extent of one-half of the discount offered, the remaining one-half to accrue to the CONTRACTOR as an incentive for the CONTRACTOR to process invoices well within the discount period. The CONTRACTOR shall pay any late penalties caused by their failure to facilitate the processing of invoices within allotted time.
12. The CONTRACTOR, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, guarantee and otherwise be responsible for all materials, the same as would have been the case if the tax saving procedures were not implemented. The OWNER shall issue a signed purchase order prior to the CONTRACTOR ordering material.
13. The CONTRACTOR as bailee shall have the obligation of receiving, inspecting, storing and safekeeping all goods and materials purchased on behalf of the OWNER pursuant to this Agreement. Further, the CONTRACTOR shall be responsible for the cost of replacing or repairing any goods or materials lost, stolen, damaged, or destroyed while in the CONTRACTOR's possession or control as bailee, as well as processing all warranty claims for defective goods and materials to the same extent as if such goods had been CONTRACTOR-supplied or purchased in the name of the CONTRACTOR.
14. The CONTRACTOR shall maintain separate accounting records for all transactions carried out under the authority granted to it under this Agreement. Such records shall be open to the OWNER or its authorized agent during normal business hours of CONTRACTOR.
15. As equitable and legal owner of the materials and equipment purchased under this Agreement, the OWNER shall bear the risk of loss thereto and shall have the insurable interest therein. Therefore, the CONTRACTOR shall, at no additional cost to the OWNER, cause the OWNER to be insured or named as an additional insured as its interest may appear against any loss or damage to such goods to the extent of their full insurable value. All such insurance shall be in such form and through such companies as may be reasonably acceptable to the OWNER and the CONTRACTOR shall provide OWNER certificates thereof requiring each insurer to provide the OWNER ten 10 days written notice in advance of cancellation or modification of coverage.
16. CONTRACTOR shall be fully responsible for all matters relating to the procurement of materials and equipment covered by this Agreement, including but not limited to, overseeing that the correct materials and the correct amounts are received timely with appropriate warranties; for inspecting and accepting the goods; and for unloading, handling and storing the materials until installed.

The CONTRACTOR shall inspect the materials when they arrive at the job site, verify that all necessary documentation accompanies the delivery and conforms with the OWNER's purchase order, and forward the invoice to the OWNER for payment if the goods are conforming and acceptable. CONTRACTOR shall verify that the materials conform to plans and specifications and determine before installation that such materials are not defective. CONTRACTOR shall manage and enforce the warranties on all materials and equipment covered by this Agreement. CONTRACTOR shall be responsible to the OWNER for its failure to fully and timely perform its obligations under this paragraph, and this Agreement generally.

17. When title to the materials and equipment covered by this Agreement passes to the OWNER prior to being incorporated into the work, the CONTRACTOR's possession of the goods is a bailment until such time as each of such goods is returned to the OWNER by being incorporated into the work.
18. The OWNER shall not be liable for delays in the work caused by delays in delivery of or defects in the goods covered by this Agreement, nor shall such delays or defects excuse CONTRACTOR in whole or in part from its obligation to timely perform the Contract.
19. In the event CONTRACTOR objects to the payment of any invoice for goods covered by this Agreement, CONTRACTOR shall at no additional cost to the OWNER, provide all assistance, records and testimony necessary or convenient for the OWNER to resolve the supplier's claim for payment.
20. This Agreement and the authority granted to CONTRACTOR hereunder may be revoked by the OWNER at any time upon verbal or written notice to CONTRACTOR at its offices located at _____, during normal business hours.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names as of the date and year first above written.

CONTRACTOR:

By: _____
(NAME OF CONTRACTOR TO BE INSERTED)

CITY OF MEXICO BEACH

By: _____
Michelle Miller, Mayor, City of Mexico Beach

END OF SECTION

EXHIBIT D

CONSUMER'S CERTIFICATE OF EXEMPTION



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012557543C-9	05/31/2022	05/31/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF MEXICO BEACH
1202 HIGHWAY 98
MEXICO BEACH FL 32456-7047

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

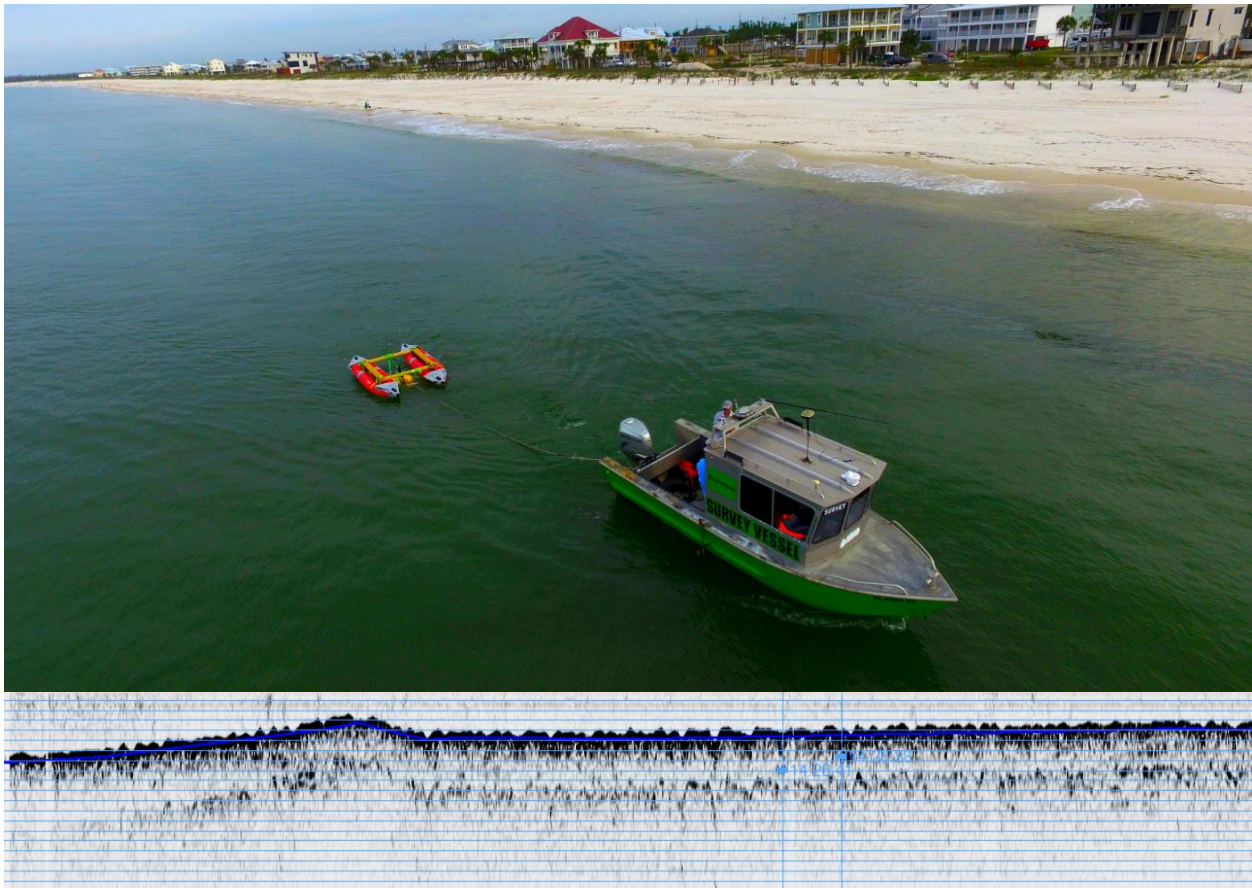
DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

EXHIBIT E

NEARSHORE DEBRIS SURVEY SUMMARY

City of Mexico Beach, Bay County, FL *Nearshore Debris Survey Summary*



PREPARED FOR:



Dewberry Engineers, Inc.
c/o Mr. David Reisen, P.E.
324 Marina Drive
Port St. Joe, Florida 32456

PREPARED BY:



mrd associates, inc.
Coastal, Marina & Water Resources Engineering
543 Harbor Blvd., Suite 204
Destin, Florida USA 32541
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www.mrd-associates.com

June 11, 2021
MRD Project No. 20-129.002

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1.0 Introduction

The purpose of this project is to identify the approximate location of buried debris in the nearshore zone, roughly between the shoreline and 300 feet offshore, along the 3.125 miles (16,500 feet) of the City of Mexico Beach shoreline located between Florida Department of Environmental Protection Reference Monuments R-127 and R-144. This was accomplished by conducting a sub-bottom survey that identifies buried objects beneath the seafloor. MRD Associates mobilized to the site two separate days surveying roughly 28 miles of seafloor at 50 feet spacing with a total of 8 lines being run in the shore parallel direction. Figure 1 below provides a general location of the survey lines relative to Mexico Beach's shoreline. Select sub-bottom cross sections are provided in Appendix A and detailed maps are provided in Appendix B. The following report summarizes the data collection efforts.

- Project Name: City of Mexico Beach Nearshore Debris Survey
- Client: Dewberry Engineers, Inc.
- Data Collection Services provided by: MRD Associates, Inc.
- Vessel Services provided by Dewberry Engineers, Inc.
- Survey Dates:
 - May 7, 2021 between 09:30 & 15:00 (CDT)
 - May 11, 2021 between 06:45 & 15:00 (CDT)

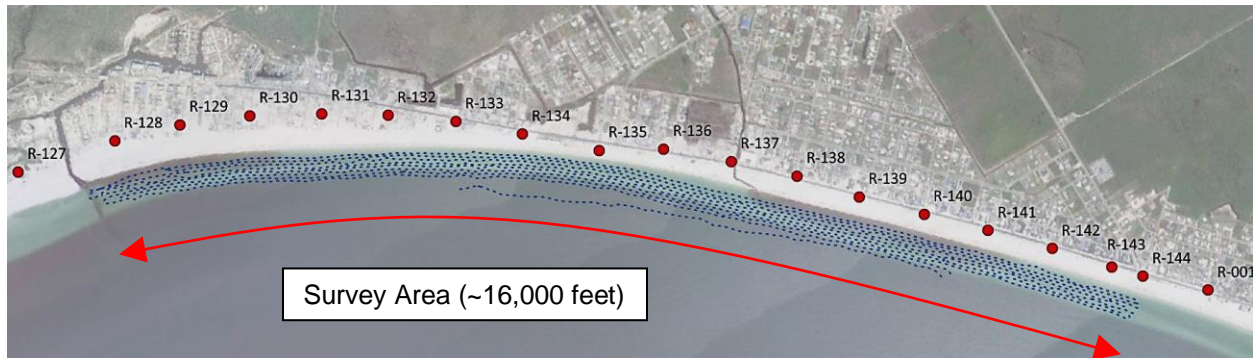


Figure 1. Vicinity map showing extent of survey lines. (north up, N.T.S.)

2.0 Data Collection Methodologies

2.1 Survey Vessel and GPS

Dewberry's 22 foot aluminum hydrographic survey vessel, "Nemo", was used as the tow vessel for the sub-bottom profiler. A Spectra Precision Epoch 80 GNSS RTK GPS system was used onboard to provide horizontal positions and navigation with sub-meter accuracies. The GPS was integrated with HYPACK for line keeping and navigation export to the sub-bottom processing software. Offsets were measured from the GPS location to the tow fish anchor point on the boat. Layback (distance from the tow fish to the vessel) from the anchor point on the boat to the tow

fish was measured and accounted for within the sub-bottom processing software by measuring the length of line let out from the anchor point to the tow fish.

2.2 Sub-Bottom Profiler

An EdgeTech X-Star Chirp Sub-Bottom Profiler was used to detect and measure the depth of burial of various debris of unknown shape or origin. The tow-fish used for this survey was the model SB-216s which can sweep sonic pulses from 2 kHz to 16 kHz. The sub-bottom profiler produces acoustic pulses that can penetrate the sediment getting reflections from an object if it is significantly different in density from the surrounding sediment. The sub-bottom profiler was floated to aid in reaching shallow water depths by suspending it from a custom pontoon system (see photo to right). Some limitations of the sub-bottom profiler are:



- A sub-bottom profiler does not provide object identification, but merely shows the approximate location of a buried object. Field surveys or other towed instrumentation can aid in object verification;
- Organic material may impede data collection efforts and may obscure buried objects; and,
- The object composition may not be different enough in density from the sediment or it may be physically too small. Typically, objects with a diameter smaller than 6-7 inches will not be detected or will be part of the data noise.

3.0 Data Processing

Sub-bottom data were acquired using the latest version of Edgetech's Discover software (Version 9) and were recorded in Edgetech's native JSF file format which is recommended by the manufacturer. Navigation data was fed into the Discover software from HYPACK, which fed in the location of the vessel. Layback was entered into the Discover software to account for the distance the tow fish was located behind the vessel and the tow fish's position was recorded within the JSF file. Discover automatically corrected the navigation data received from HYPACK to correspond to the location of the towfish. The sub-bottom data were reviewed using the sub-bottom processing unit of HYPACK, which allowed for manual selection of targets/anomalies and location export.

4.0 Results and Discussion

4.1 Survey Results

The survey results showed that the sub-bottom profiler was easily penetrating the sediment in excess of five feet in depth with a maximum of around 15 feet. Multiple sub-surface targets or anomalies were detected throughout the survey and 85 were graphically depicted. The majority of the anomalies identified were within 200 feet of the shoreline. Appendix A below provides illustrations in cross-section view for a selected few sub-bottom targets identified as part of the survey. Additionally, the data is presented both graphically and tabular in Appendix B. Overall a **total estimated volume of 1,103.5 cubic yards** may be buried within the nearshore zone (within 400') of the City of Mexico Beach shoreline. The potential exists for more or less to be present as this survey did not cover every square inch of seafloor within the survey limits, nor does it classify what the debris is. It is very possible the majority of the anomalies detected could be organic in nature such as peat deposits, seashells or pockets of shell hash. Field verification is necessary to ultimately determine what are the detected objects.

4.2 Volume Analysis

Estimated volumes were calculated for each of the 85 anomalies identified. Several assumptions were made to accomplish this calculation. The data acquired from the sub-bottom profiler, gives a general shape of an object in two dimensions (length and height) along the path of the sub-bottom profiler. Since the sub-bottom profiler has a narrow beam and does not provide a wide swath similar to a side-scan or multi-beam echosounder, the third dimension, width, needs to be estimated. This was done by making several assumptions based upon the overall size, objects that were generally small were assigned a 5' width, and larger ones were assigned a 10' width. If it was possible for the anomaly to be present and captured across multiple lines, a larger width was assigned. The relative values assigned for each anomaly are provided in the Notes column of the Table of Anomalies sheets (Sheets 10 thru 12) of the maps in Appendix B.

APPENDIX A Sub-Bottom Cross-Sections

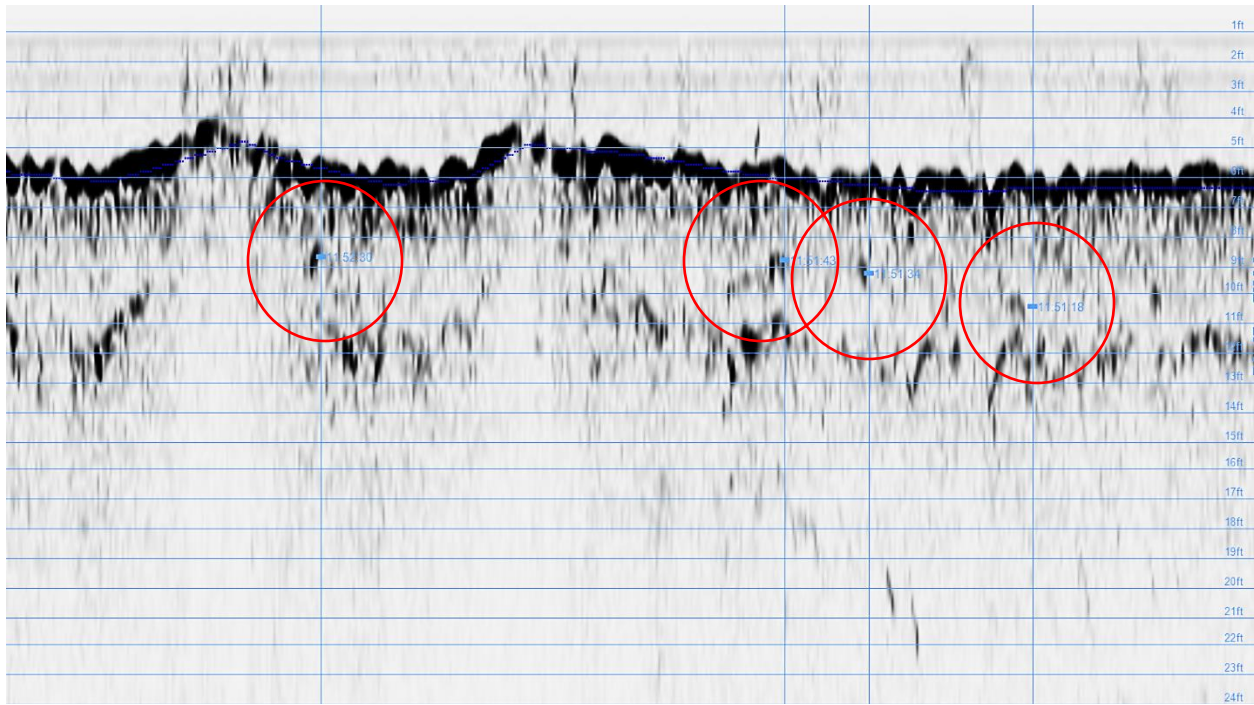


Figure A-1. From left to right, anomalies 47, 46, 45, and 44 identified on Survey Line 3.

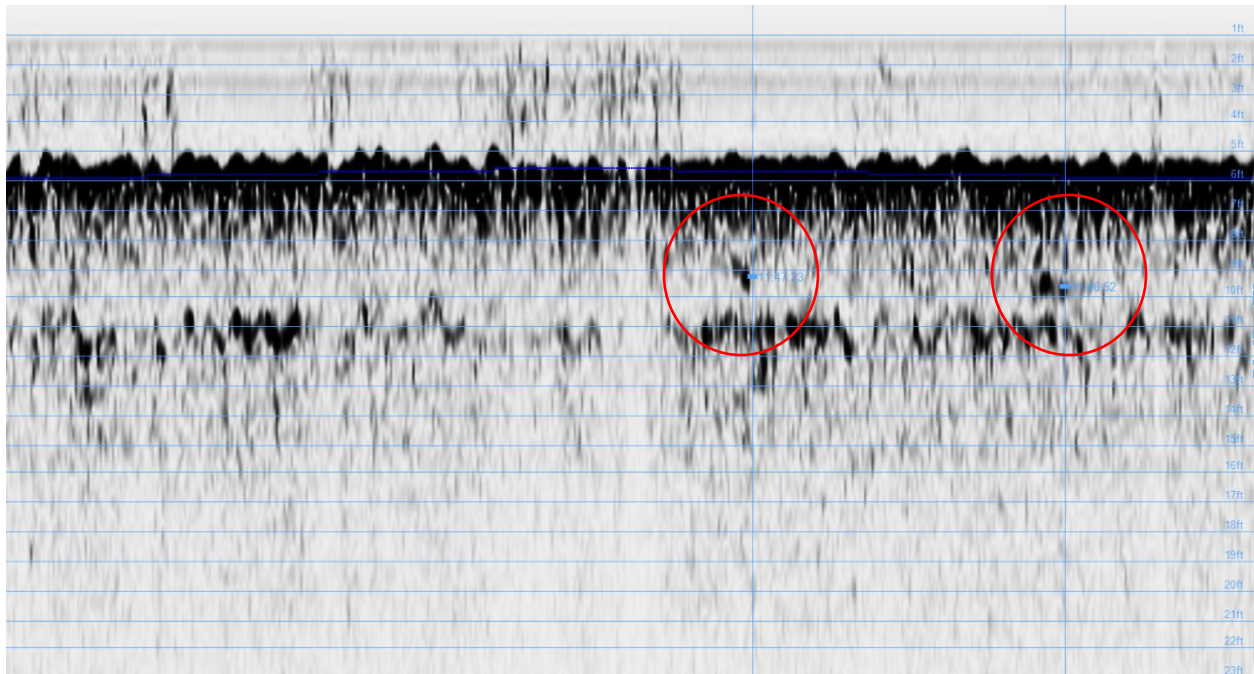


Figure A-2. From left to right, anomalies 42 and 41 identified on Survey Line 3.

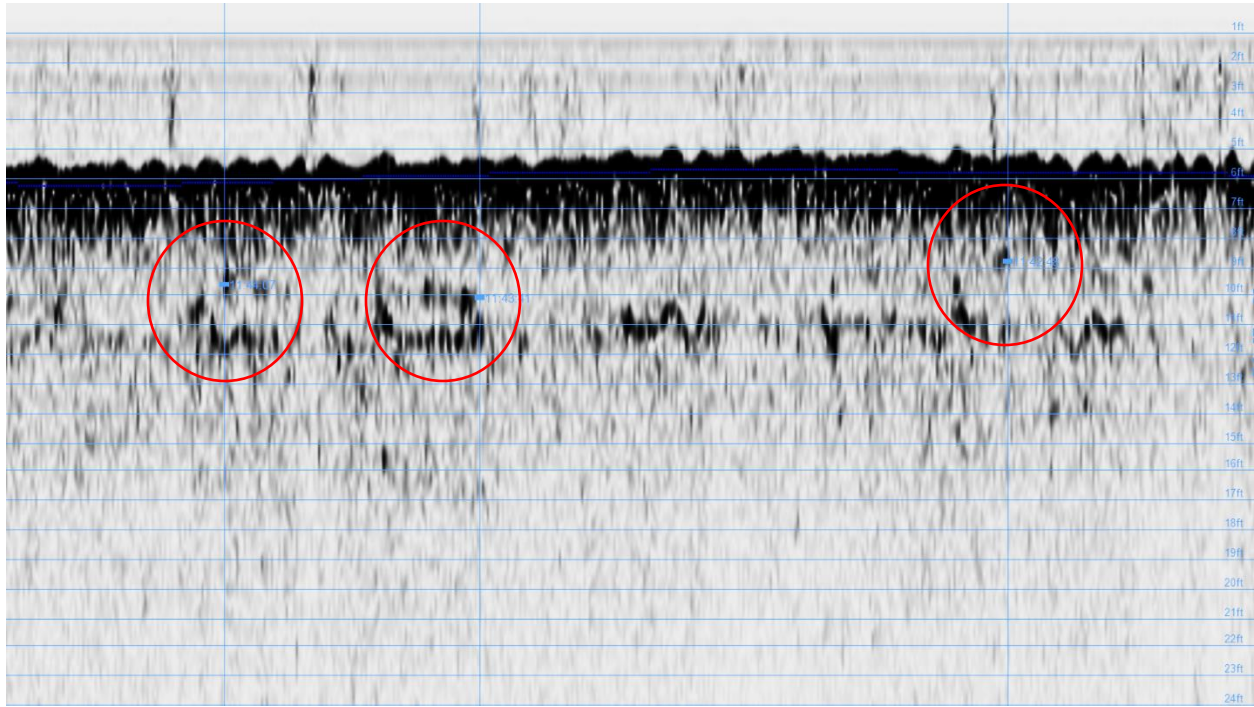


Figure A-3. From left to right, anomalies 40, 39, and 38 identified on Survey Line 3.

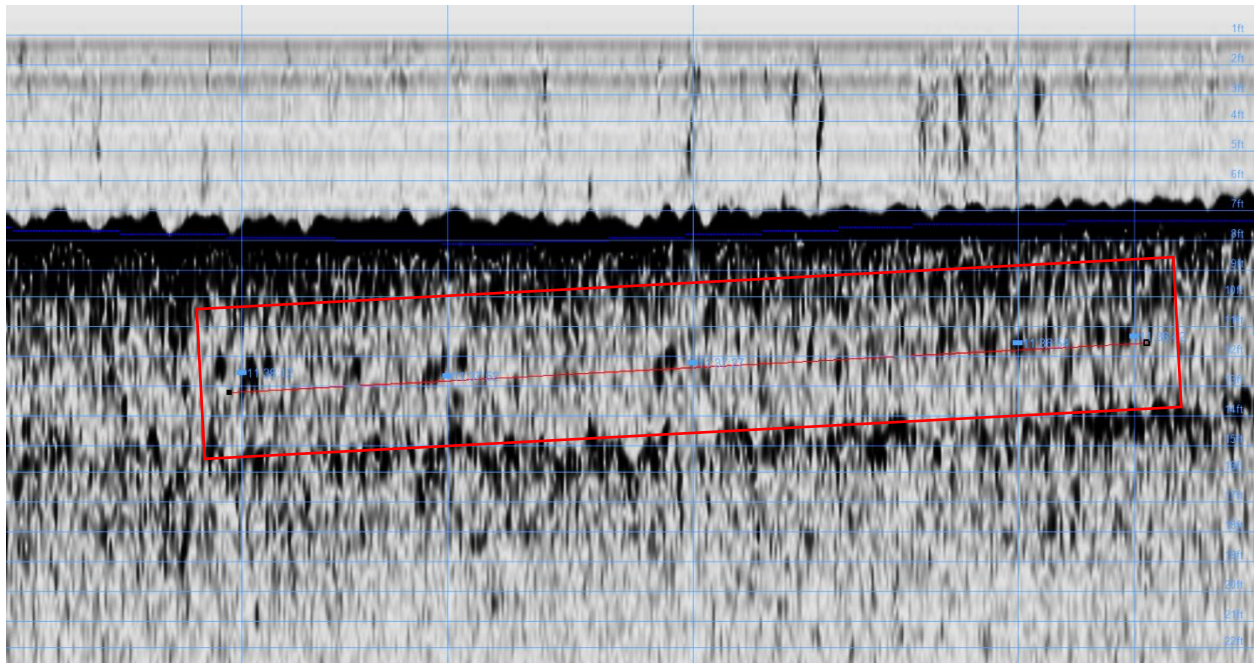


Figure A-4. From left to right, anomalies 35 through 31 identified on Survey Line 3.

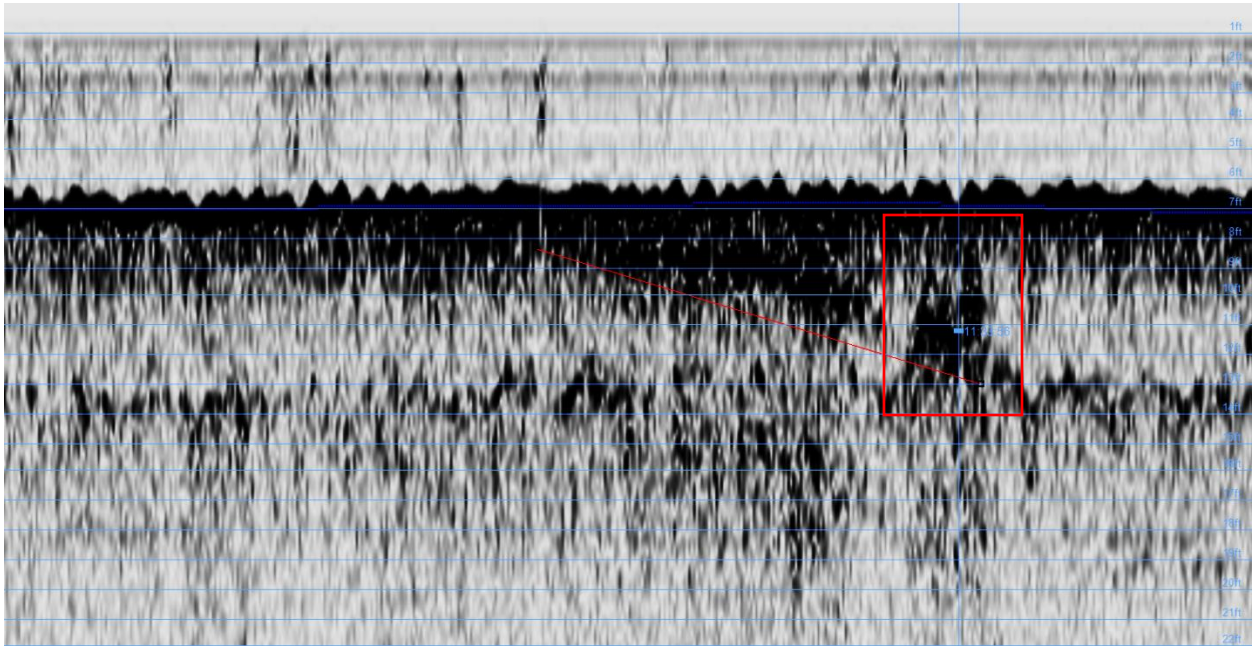


Figure A-5. Anomaly 30 identified on Survey Line 3.

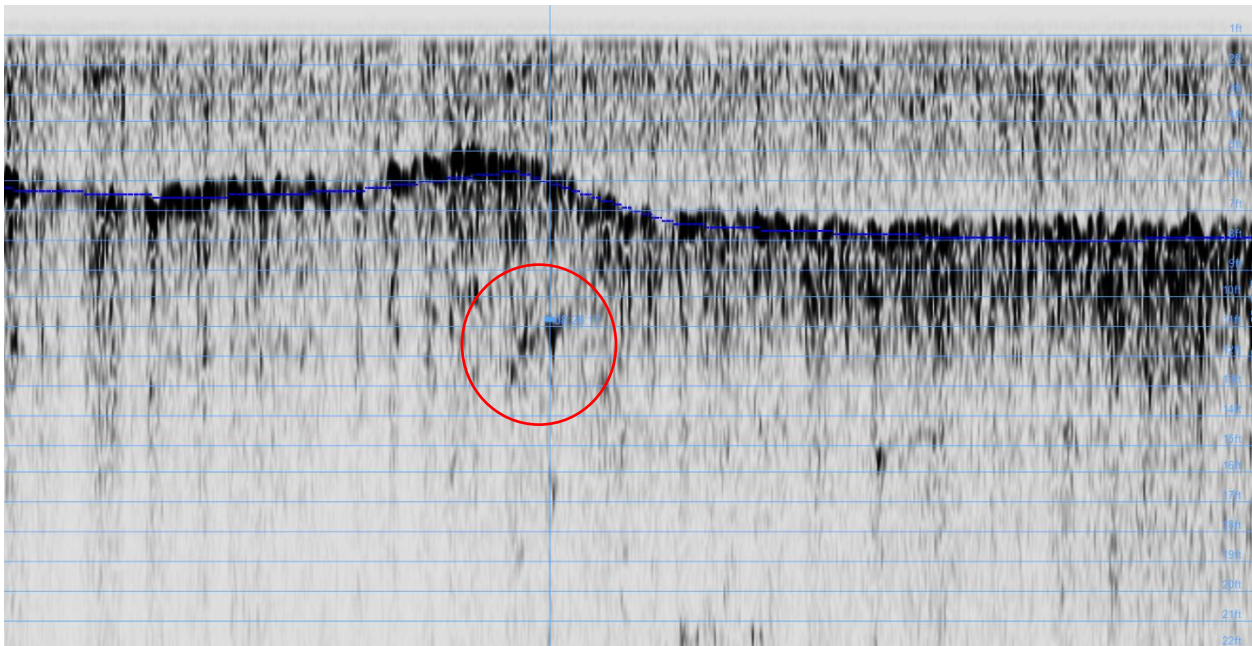


Figure A-6. Anomaly 6 identified on Survey Line 2.

APPENDIX B Digital Maps

City of Mexico Beach - Nearshore Debris Survey

Bay County, Florida

29° 56' 40.9" N, 85° 25' 1.7" W

SHEET NO.	DESCRIPTION
1	..... Cover and Index of Sheets
2	..... Plan View - Anomaly Locations (1 of 8)
3	..... Plan View - Anomaly Locations (2 of 8)
4	..... Plan View - Anomaly Locations (3 of 8)
5	..... Plan View - Anomaly Locations (4 of 8)
6	..... Plan View - Anomaly Locations (5 of 8)
7	..... Plan View - Anomaly Locations (6 of 8)
8	..... Plan View - Anomaly Locations (7 of 8)
9	..... Plan View - Anomaly Locations (8 of 8)
10	..... Table of Anomalies and Locations (1 of 3)
11 Table of Anomalies and Locations (2 of 3)
12 Table of Anomalies and Locations (3 of 3)



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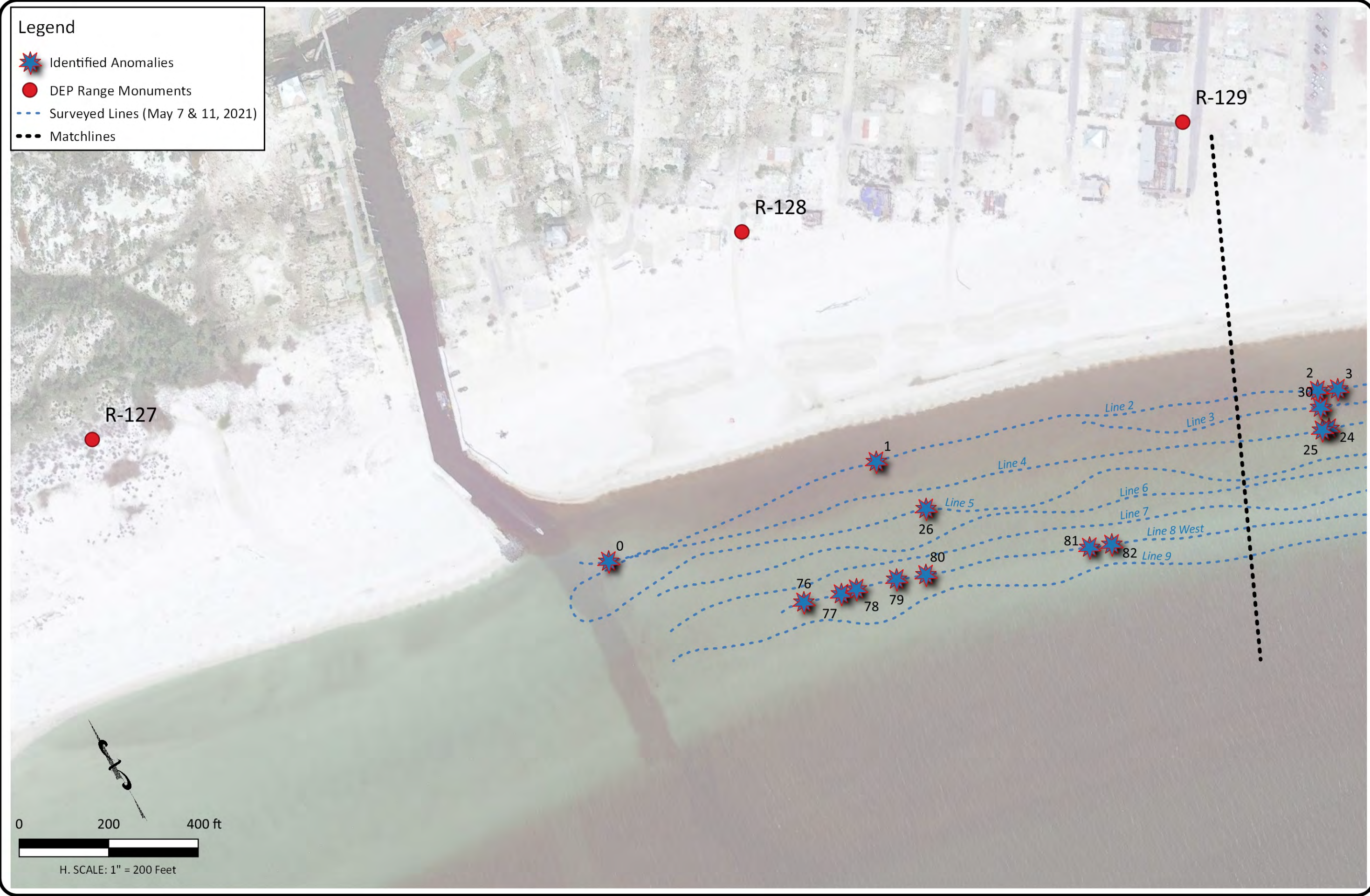
NOTES:
*Drawing is intended to be used as a reference only.

COVER AND INDEX OF SHEETS
Mexico Beach - Nearshore Debris Survey
DEWBERRY ENGINEERS, INC.
324 Marina Drive, Port St. Joe, FL 32456

DESIGNED BY: **mrd**
DATE: June 4, 2021
REV DATE:
REV #:
DRAWN: JPM
REVIEWED:
PROJECT NUMBER:
20-139-002
SHEET NUMBER:
1

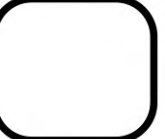
Legend

-  Identified Anomalies
-  DEP Range Monuments
-  Surveyed Lines (May 7 & 11, 2021)
-  Matchlines



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NOTES:
 • Drawing is referenced to Florida State Plane, North Zone, NAD83.
 • Survey conducted on May 7 & May 11, 2021

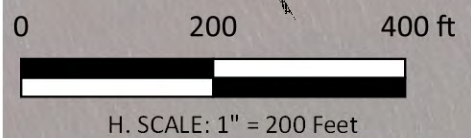
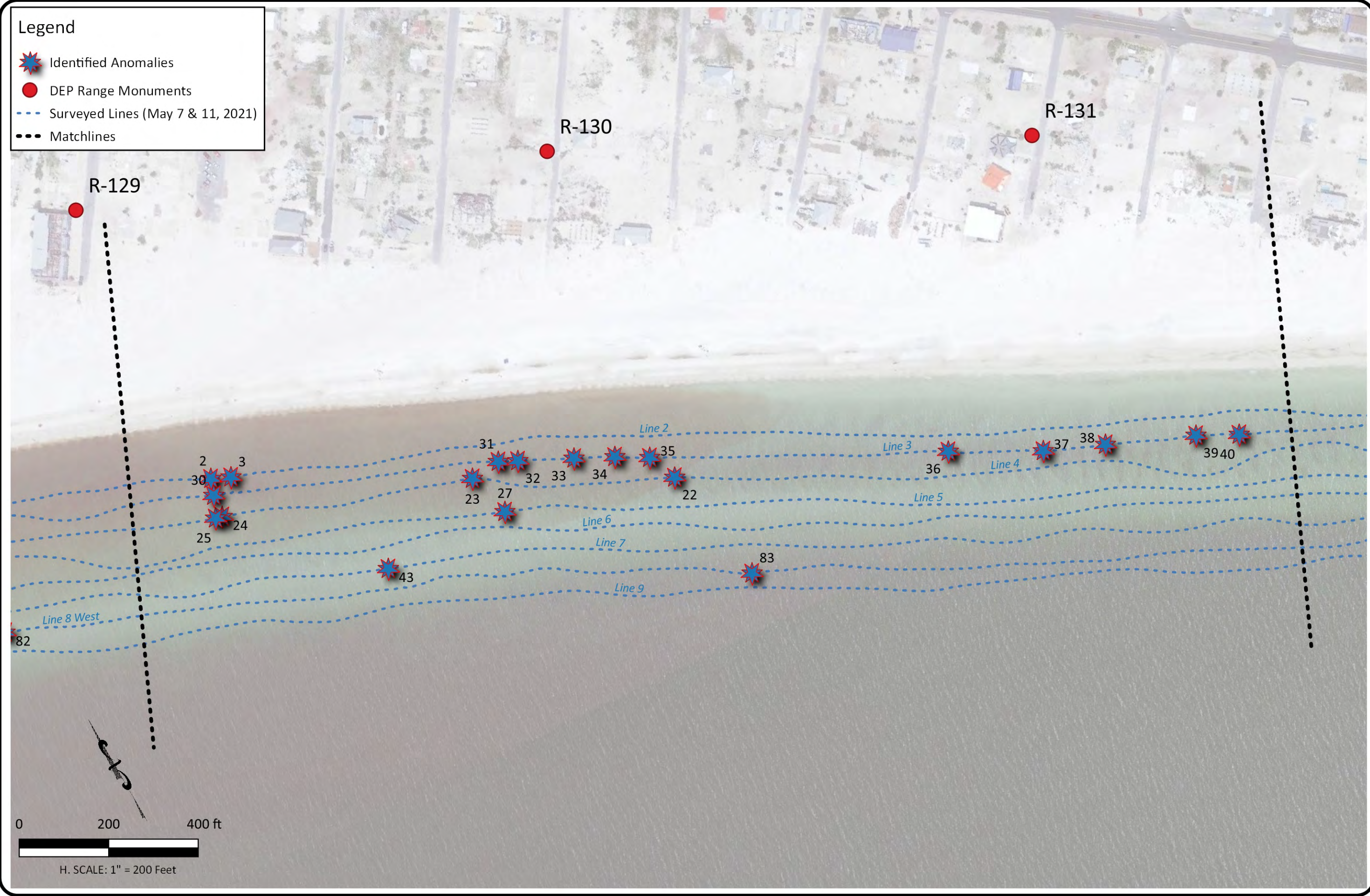


PLAN VIEW - ANOMALY LOCATIONS (1 of 8)
Mexico Beach - Nearshore Debris Survey
 DEWBERRY ENGINEERS, INC.
 324 Marina Drive, Port St. Joe, FL 32456

DESIGNED BY:	
DATE:	June 4, 2021
REV DATE:	
REV #:	DRAWN: JPM
REVIEWED:	
PROJECT NUMBER:	20-139_002
SHEET NUMBER:	2

Legend

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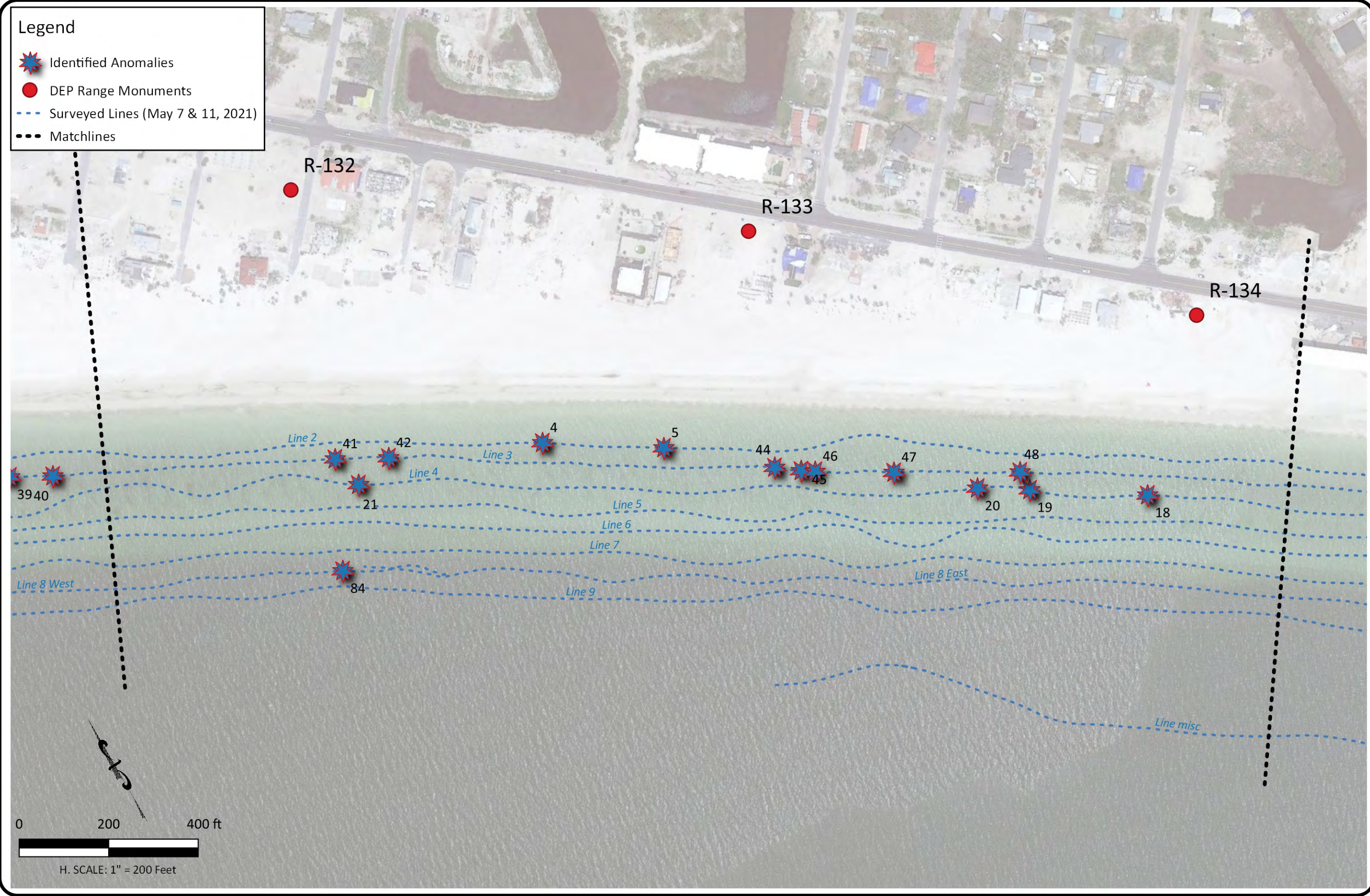


PLAN VIEW - ANOMALY LOCATIONS (2 of 8)
Mexico Beach - Nearshore Debris Survey
 DEWBERRY ENGINEERS, INC.
 324 Marina Drive, Port St. Joe, FL 32456

DESIGNED BY:	
DATE:	June 4, 2021
REV DATE:	
REV #:	DRAWN: JPM
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PROJECT NUMBER:	20-139_002
SHEET NUMBER:	3

Legend

-  Identified Anomalies
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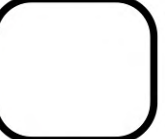


0 200 400 ft
 H. SCALE: 1" = 200 Feet

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NOTES:





- Drawing is referenced to Florida State Plane, North Zone, NAD83.
- Survey conducted on May 7 & May 11, 2021

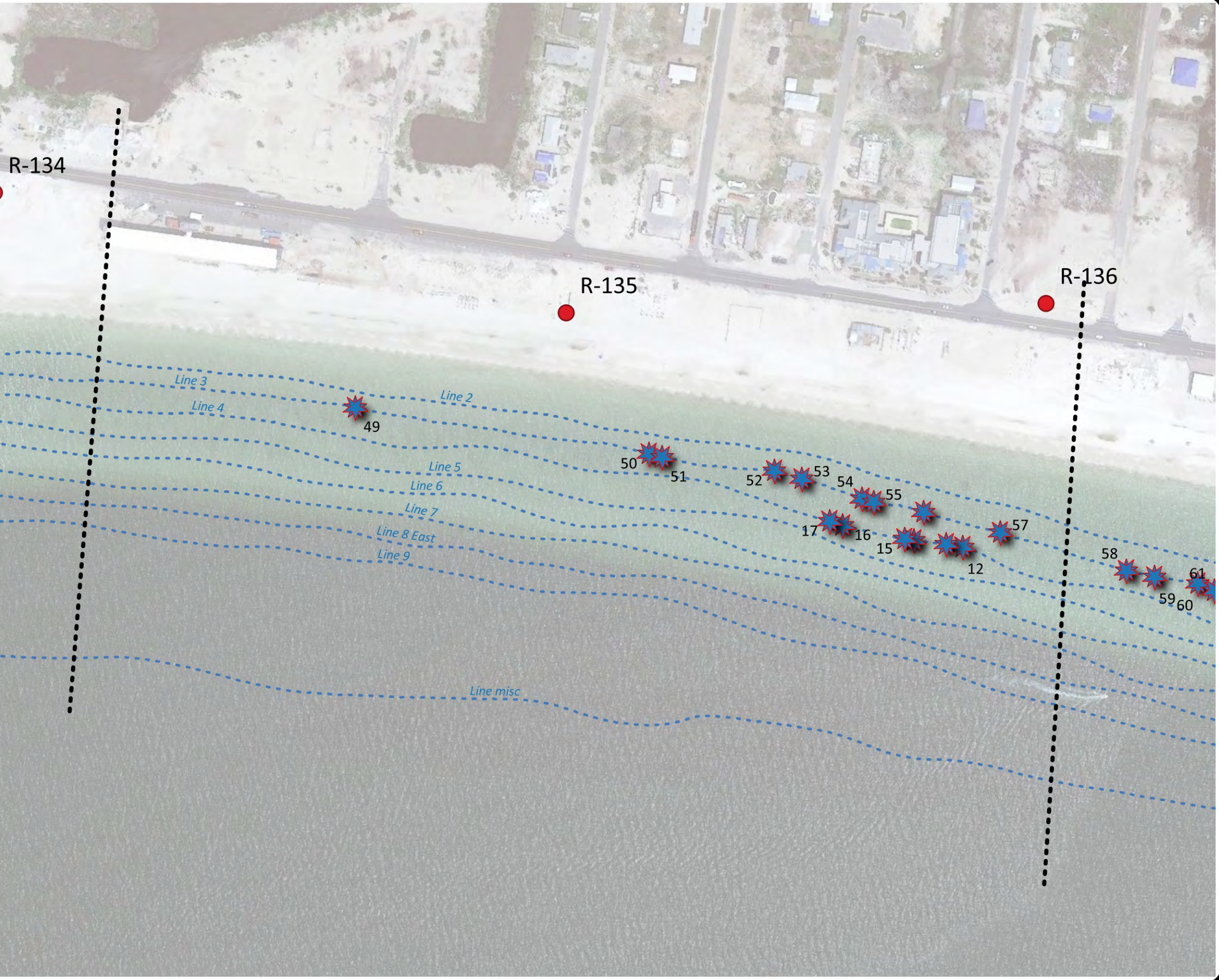
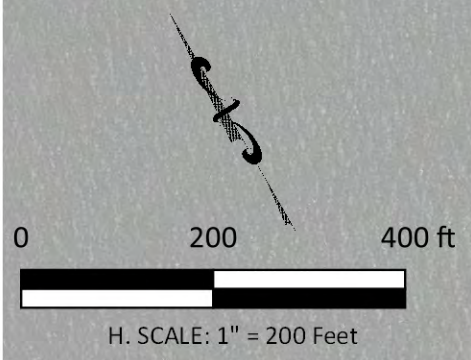


PLAN VIEW - ANOMALY LOCATIONS (3 of 8)
Mexico Beach - Nearshore Debris Survey
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 324 Marina Drive, Port St. Joe, FL 32456

DESIGNED BY:	
DATE:	June 4, 2021
REV DATE:	
REV #:	DRAWN: JPM
REVIEWED:	
PROJECT NUMBER:	20-139_002
SHEET NUMBER:	4

Legend

-  Identified Anomalies
-  DEP Range Monuments
-  Surveyed Lines (May 7 & 11, 2021)
-  Matchlines

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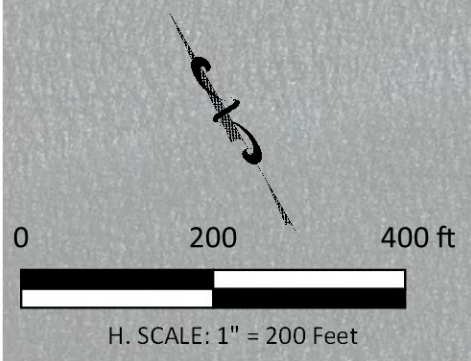
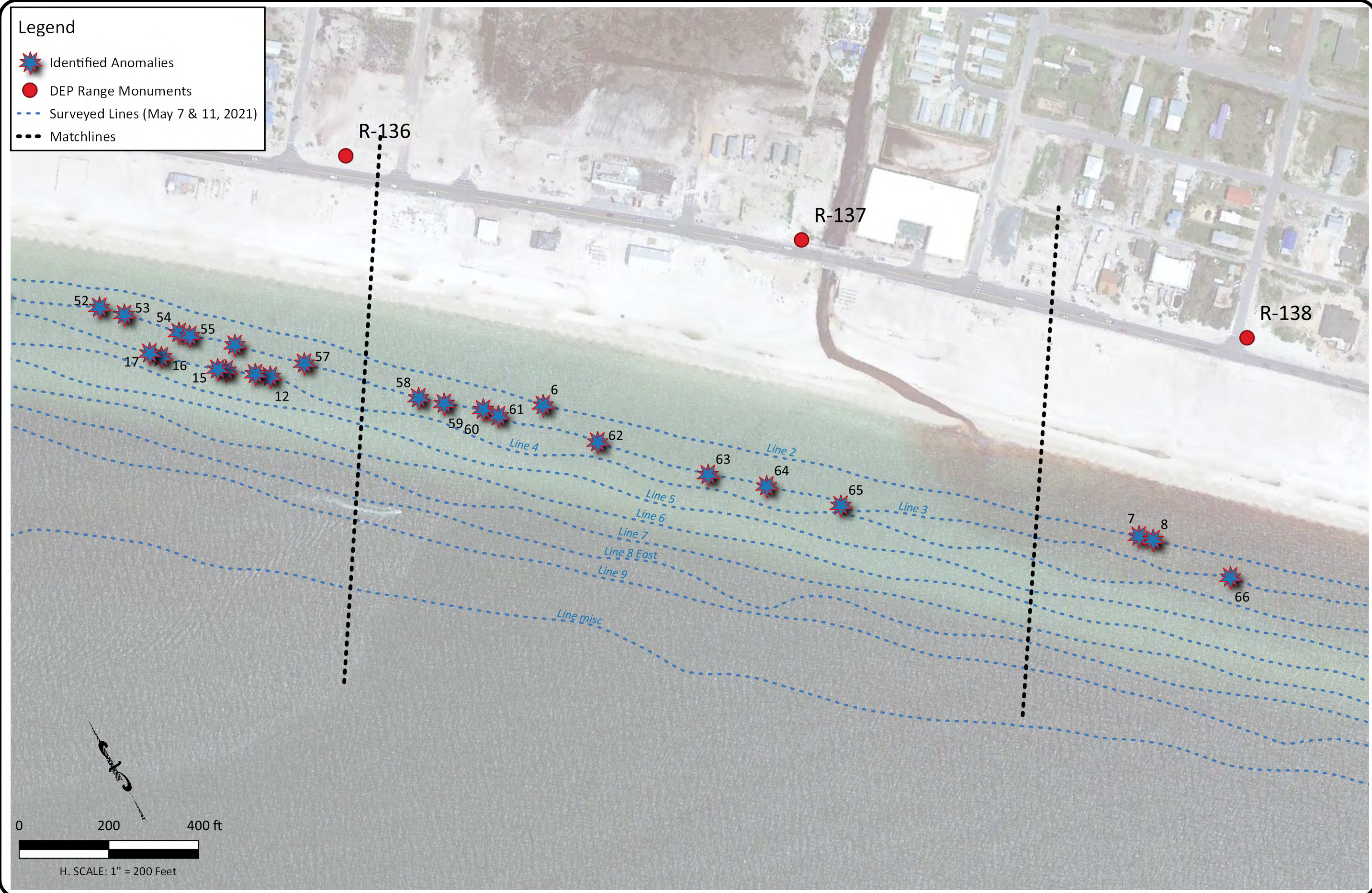


PLAN VIEW - ANOMALY LOCATIONS (4 of 8)
Mexico Beach - Nearshore Debris Survey
 DEWBERRY ENGINEERS, INC.
 324 Marina Drive, Port St. Joe, FL 32456

DESIGNED BY:	
DATE:	June 4, 2021
REV DATE:	
REV #:	DRAWN: JPM
REVIEWED:	
PROJECT NUMBER:	20-139_002
SHEET NUMBER:	5

Legend

-  Identified Anomalies
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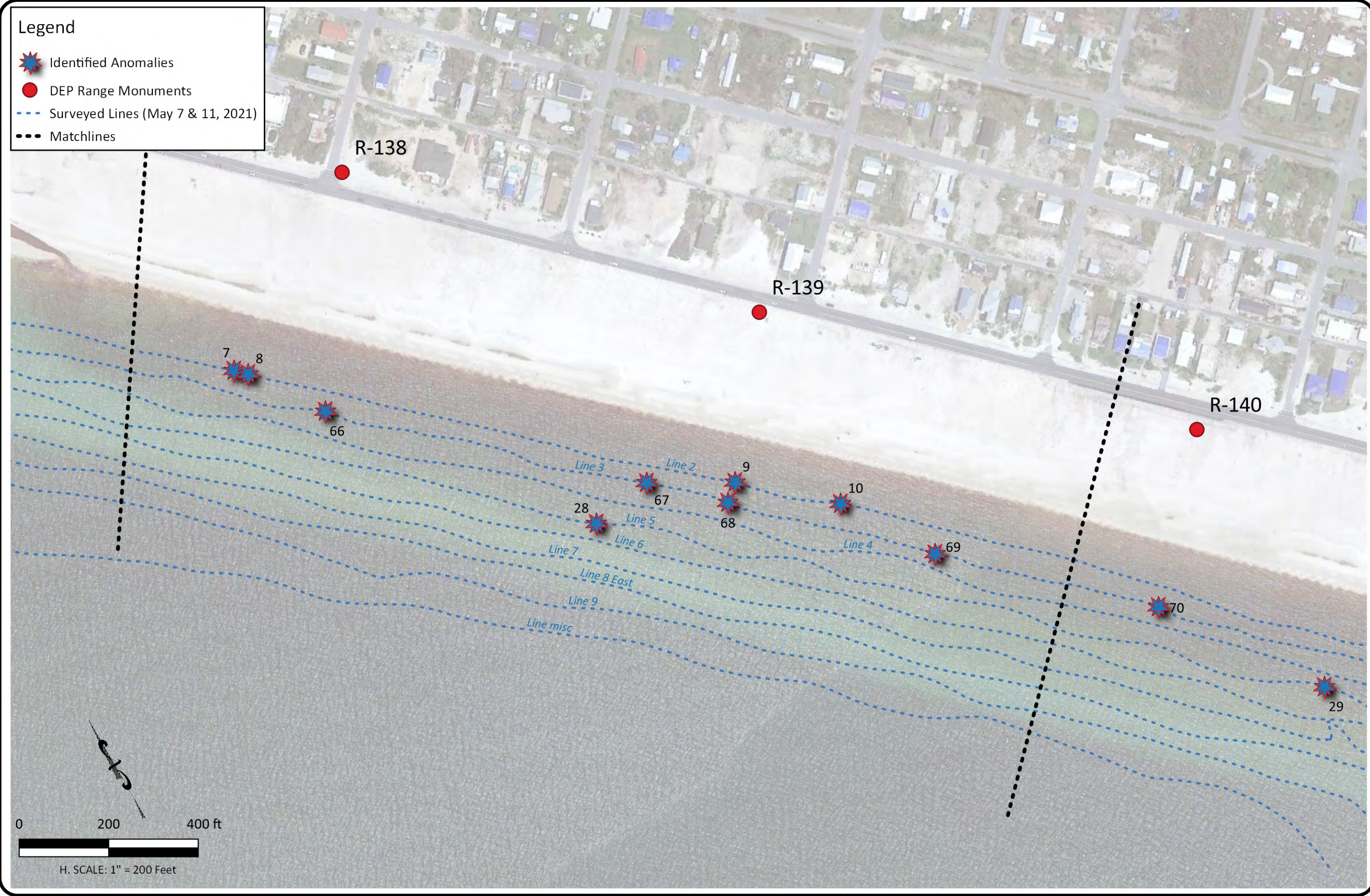


PLAN VIEW - ANOMALY LOCATIONS (5 of 8)
Mexico Beach - Nearshore Debris Survey
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DATE: June 4, 2021
REV DATE:
REV #:
DRAWN: JPM
REVIEWED:
PROJECT NUMBER: 20-139_002
SHEET NUMBER: 6

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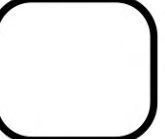
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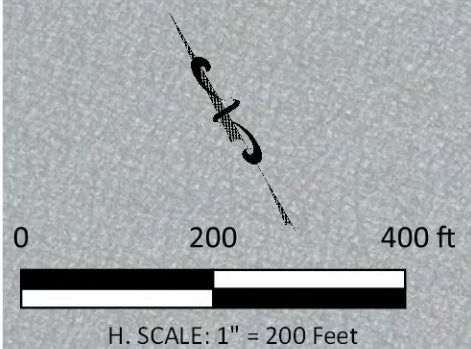
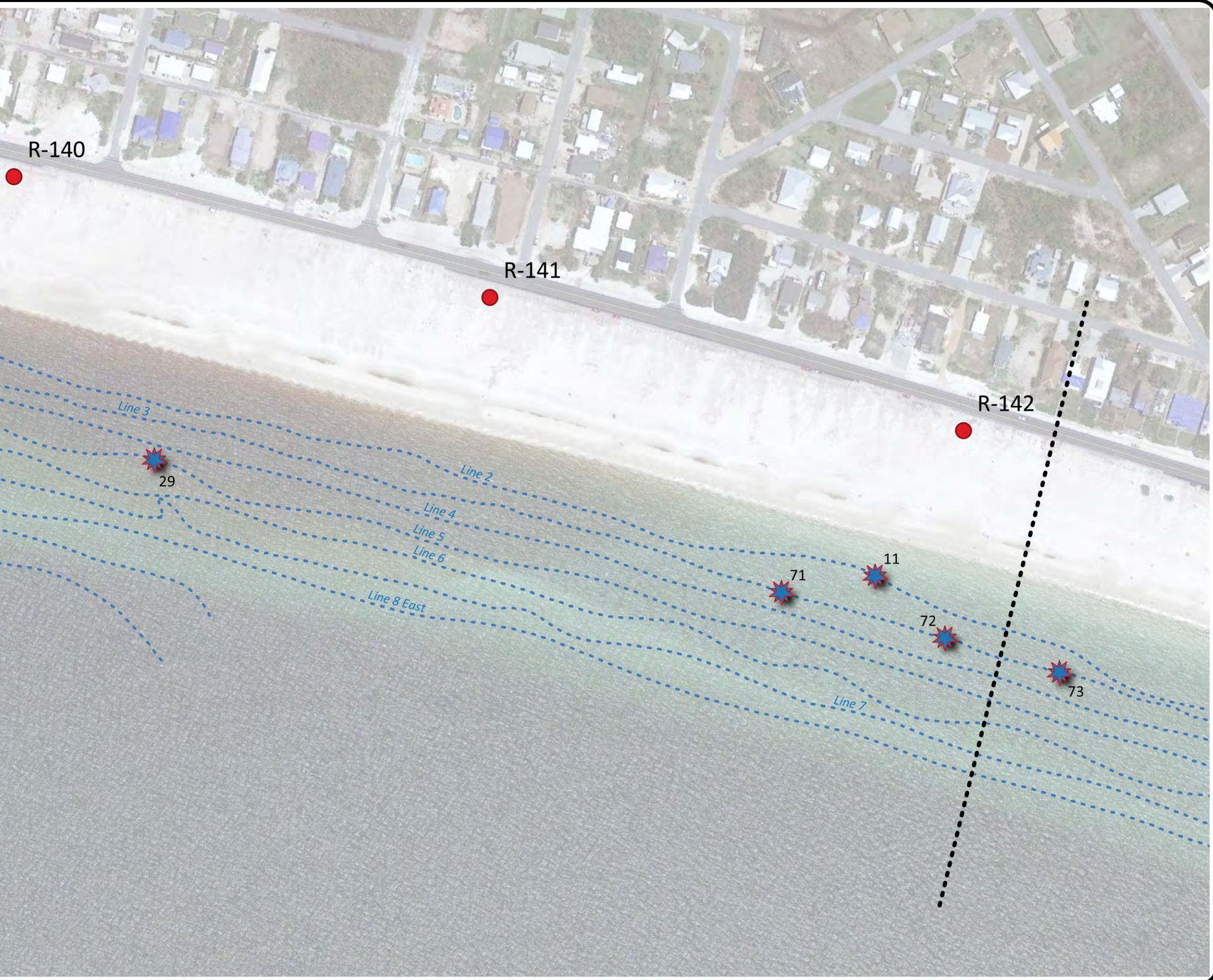


PLAN VIEW - ANOMALY LOCATIONS (6 of 8)
Mexico Beach - Nearshore Debris Survey
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 324 Marina Drive, Port St. Joe, FL 32456

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DATE:	June 4, 2021
REV DATE:	
REV #:	DRAWN: JPM
REVIEWED:	
PROJECT NUMBER:	20-139_002
SHEET NUMBER:	7

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-  Identified Anomalies
-  DEP Range Monuments
-  Surveyed Lines (May 7 & 11, 2021)
-  Matchlines



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 MRD ASSOCIATES, INC.
 Coastal, Marine & Water Resource Engineering





NOTES:

- Drawing is referenced to Florida State Plane, North Zone, NAD83.
- Survey conducted on May 7 & May 11, 2021

PLAN VIEW - ANOMALY LOCATIONS (7 of 8)
Mexico Beach - Nearshore Debris Survey
 DEWBERRY ENGINEERS, INC.
 324 Marina Drive, Port St. Joe, FL 32456


DESIGNED BY:	
DATE:	June 4, 2021
REV DATE:	
REV #:	DRAWN: JPM
REVIEWED:	
PROJECT NUMBER:	20-139_002
SHEET NUMBER:	8

Legend

-  Identified Anomalies
-  DEP Range Monuments
-  Surveyed Lines (May 7 & 11, 2021)
-  Matchlines



0 200 400 ft



H. SCALE: 1" = 200 Feet

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NOTES:

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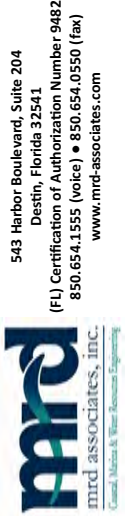
PLAN VIEW - ANOMALY LOCATIONS (8 of 8)
Mexico Beach - Nearshore Debris Survey
 DEWBERRY ENGINEERS, INC.
 324 Marina Drive, Port St. Joe, FL 32456

DESIGNED BY	
DATE:	June 4, 2021
REV DATE:	
REV #:	DRAWN: JPM
REVIEWED:	
PROJECT NUMBER:	20-139_002
SHEET NUMBER:	9

ID	Time (CDT)	Northing (feet)	Easting (feet)	Depth (feet)*	Volume (CY)**	Notes
0	07:51:11	346507.81	1673999.23	4	17	45' wide 1' depth (assume 10' wide)
1	07:53:49	346401.9	1674628.55	4	2	5' long 1' deep (assume 10' wide)
2	07:57:15	346046.34	1675562.16	4	18	25' long 2' depth (assume 10' wide)
3	07:57:23	346026.82	1675602.76	3	17	30' long 1.5 deep 10' wide
4	08:08:39	344500.23	1678586.43	4	4	10' long 1' deep Assume 10' wide
5	08:09:46	344354.84	1678815.39	3	2	3' long 2' tall (assume 10' wide)
6	08:26:17	342056.89	1681828	5	1	4' long 1' tall (assume 5' wide)
7	08:31:04	341138.57	1682833.06	4	2	7' long 1.5' tall assume 5' wide
8	08:31:11	341116.13	1682856.38	3	6	8' long 2' tall assume 10' wide
9	08:35:10	340362.65	1683677.65	6	1	6' long 1' tall assume 5' wide
10	08:36:01	340203.25	1683858.04	5	1	6' long 0.5' tall assume 5' wide
11	08:45:32	338370.78	1685740.47	6	1	7' long 0.5' tall assume 5' wide
12	09:17:55	342416.55	1681332.65	2	3	4' wide, 2' tall assume 10' wide (could be associated with line 3, 12:04:52)
13	09:18:04	342438.43	1681306.59	2	3	4' wide, 2' tall assume 10' wide (could be associated with an anomaly between 9:17 & 9:18 on line 4)
14	09:18:22	342477.78	1681253.81	2	1	4' wide, 1' tall assume 5' wide (could be associated with line 3, 12:04:07)
15	09:18:27	342489.59	1681239.13	2	1	4' wide, 1' tall assume 5' wide (could be associated with line 3, 12:04:07)
16	09:19:02	342576.09	1681144.13	2	3.4	6' wide, 1.5' tall assume 10' wide (could be associated with line 3, 12:03:**)
17	09:19:09	342596.33	1681125.71	3	0.6	3' wide, 1' tall assume 5' wide (could be associated with line 3, 12:03:**)
18	09:26:25	343722.85	1679698.82	2	2.2	6' wide, 2' tall, assume 5' wide
19	09:27:25	343864.64	1679476.73	2	6	4' wide, 4' tall, assume 10' wide (may be associated with larger debris field or shell hash, could be associated with line 3, 11:53:44)
20	09:27:52	343926.31	1679377.3	2	3.7	10' long, 1' tall, assume 10' wide (could be associated with line 3, 11:53:44)
21	09:33:08	344624.58	1678183.63	4	1	10' wide 0.5' tall assume 5' wide (could be associated with line 3, 11:46:52 or 11:47:23)
22	09:40:26	345530.55	1676461.25	2	5.2	7' long, 2' tall, assume 10' wide (likely apart of a larger debris/shell hash field to the east of the mark)
23	09:42:04	345754.2	1676068.5	2	2	5' long 2' tall assume 5' wide (likely shell hash based on proximity to anomalies in line 3)
24	09:44:08	345960.1	1675541.6	2	5.5	10' long, 1.5' tall, assume 10' wide (may be associated with 11:33:56 from line 3)
25	09:44:12	345964.41	1675526.94	2	1	5' long, 1' tall, assume 5' wide (may be apart of 09:44:08)
26	09:53:35	346255.13	1674672.33	2	7.4	5' long, 2' tall, assume 20' wide (could be connected to unmarked anomaly on line 4)
27	10:00:04	345653.66	1676094.25	1	2.9	4' long 2' tall, assume 10' wide (likely shell hash or organics based upon return signature)
28	10:33:53	340437.55	1683363.34	3	0.5	5' long, 0.5' tall, assume 5' wide
29	10:39:28	339307.74	1684589.77	3	1.1	6' long, 1' tall, assume 5' wide
30	11:33:56	346010.41	1675548.83	4	96.3	26' long 2.5' Tall, assume 40' wide (likely associated with anomalies in lines 2 and 4, may be organic due to weak signature)
31	11:36:42	345758.2	1676137.47	4	0.5	small anomaly
32	11:36:54	345737.85	1676176.23	4	0.5	small anomaly
33	11:37:27	345679.93	1676287.6	4	1	5' long, 1.5' tall, assume 5' wide
34	11:37:52	345637.19	1676368.45	4	1.7	10' long 1' tall assume 5' wide
35	11:38:12	345596.74	1676434.94	4	3.7	10' long, 1' tall, 10' wide
36	11:41:13	345275.19	1677019.73	4	1.2	6' long, 1' tall, assume 5' wide
37	11:42:11	345170.01	1677204.26	4	0.5	small anomaly
38	11:42:48	345112.89	1677331.57	3	0.5	small anomaly
39	11:43:41	345029.4	1677516.94	4	1	5' 1' x assumed 5'

*Depth: Estimated depth below sea floor to reach anomaly.

** Volume: Estimated volume of debris provided as actual volume may vary and should be field verified.



NOTES:
 • Drawing is referenced to Florida State Plane, North Zone, NAD83.

TABLE OF ANOMALIES AND LOCATIONS (1 of 3)
 Mexico Beach - Nearshore Debris Survey
 DEWBERRY ENGINEERS, INC.
 324 Marina Drive, Port St. Joe, FL 32456

DESIGNED BY: **mrd**
 DATE: June 4, 2021
 REV DATE:
 REV #:
 DRAWN: JPM
 REVIEWED:
 PROJECT NUMBER:
20-139.002
 SHEET NUMBER:

ID	Time (CDT)	Northing (feet)	Easting (feet)	Depth (feet)*	Volume (CY)**	Notes	*Depth: Estimated depth below seafoor to reach anomaly.
40	11:44:07	344982.94	1677601.59	3	1	small anomaly	
41	11:46:52	344700.57	1678166.9	3	1	5' long 1' tall assume 5' wide	** Volume: Estimated volume of debris provided as actual volume may vary and should be field verified.
42	11:47:23	344642.95	1678271.87	3	1	small anomaly	
43	11:49:46	345673.8	1675804.9	2	5.6	15'long 2'tall assume 5' wide	
44	11:51:18	344193.12	1679008.2	4	1.2	6' long 1' all assume 5' wide (apart of larger anomalie field with multiple targets in vicinity)	
45	11:51:34	344157.19	1679055.67	3	1.2	6' long, 1' tall, assumed 5' wide (apart of larger anomalie field with multiple targets in vicinity)	
46	11:51:43	344140.12	1679081.94	3	1.7	20' long 1.5' tall, assume 10' wide (apart of larger anomalie field with multiple targets in vicinity)	
47	11:52:30	344050.15	1679233.37	3	1.8	20' long 1.5' tall, assume 10' wide (apart of larger anomalie field with multiple targets in vicinity)	
48	11:53:44	343910.09	1679477.86	2	1.3	7' long, 1' tall, 5' wide	
49	11:58:46	343275.35	1680409.67	3	8.3	30' long, 1.5' tall, assume 5' wide	
50	12:01:30	342897.22	1680877.33	2	7.5	10'long 2' tall assume 10' wide	
51	12:01:37	342877.95	1680896.92	2	3.1	10' long 1' tall assume 10' wide	
52	12:02:39	342740.66	1681079.9	3	37	20'long 2.5'tall assume 20' wide	
53	12:02:55	342698.98	1681119.81	3	9.3	10' 2.5'tall assume 10' wide	
54	12:03:31	342603.22	1681205.1	3	1.8	10' 1' assume 5' wide	
55	12:03:38	342585.4	1681222.29	2	1	small anomaly	
56	12:04:07	342517.23	1681299.41	2	5.6	10' long 1.5' tall assume 10' wide	
57	12:04:52	342404.19	1681413.15	4	5.6	10'long 1.5' tall assume 10' wide (multiple targets in vicinity (<50'))	
58	12:06:05	342209.79	1681595.35	3	3	6' long 2' tall assume 10' wide	
59	12:06:21	342170.36	1681638.41	3	91	41' long 3' tall assume 20' wide (apart of a large cluster)	
60	12:06:44	342115.08	1681707.44	3	63	34' long 2.5' tall assume 20' wide	
61	12:06:55	342085.93	1681729.35	3	45.6	41' long 3' tall assume 10' wide (apart of a large cluster)	
62	12:08:00	341924.55	1681892.02	3	103	70' long 2' tall assume 20' wide (apart of a large cluster of anomalies)	
63	12:09:12	341738.47	1682069.12	3	16.7	30'long 1.5' tall 10' wide	
64	12:09:50	341651.07	1682169.52	3	40.7	55' long 2' tall assume 10' wide (large cluster)	
65	12:10:39	341530.77	1682291.38	3	22.2	30' long 2' tall assume 10' wide (apart of a large cluster)	
66	12:14:44	340957.49	1682964.32	2	270	50'long 5' tall 30' wide (likely large cluster of shells/organics)	
67	12:18:09	340460.47	1683506.21	2	41.6	50' long 1.5' tall assume 15' wide (two large anomalies close together)	
68	12:19:01	340331.44	1683641.41	2	18.5	25' long 2' tall assume 10' wide	
69	12:21:13	340000.46	1683984.84	2	1.1	20' long 1' tall assume 10' wide	
70	12:23:37	339648.07	1684357.79	3	28	30' long 2.5' tall assume 10' wide (large anomalie)	
71	12:31:29	338437.16	1685558.99	3	1.9	10'long 1't all assume 5' wide	
72	12:33:02	338190.61	1685800.13	3	3.7	20' long 1' tall ssume 5' wide	
73	12:34:10	338013.29	1685966.7	4	0.5	small anomaly	
74	12:36:01	337719.72	1686237.7	3	1.9	5' long 2' tall assume 5' wide	
75	12:36:34	337636.15	1686323.61	3	5.6	15' long 1' tall assume 10' wide	
76	14:23:43	346210.68	1674331.35	2	0.5	small anomaly	
77	14:24:04	346184.64	1674413.16	3	7.4	20' long 2' tall assume 5' wide	
78	14:24:13	346177.31	1674447.88	3	2.8	15' long 1' tall assume 5' wide	


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mrd ASSOCIATES, INC.
 Coastal, Marine & Near-Residence Experts

NOTES:
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TABLE OF ANOMALIES AND LOCATIONS (2 of 3)
 Mexico Beach - Nearshore Debris Survey
 DEWBERRY ENGINEERS, INC.
 324 Marina Drive, Port St. Joe, FL 32456

DESIGNED BY: 
 DATE: June 4, 2021
 REV DATE:
 REV #:
 DRAWN: JPM
 REVIEWED:
 PROJECT NUMBER:
 20-139_002
 SHEET NUMBER:
 11

ID	Time (CDT)	Northing (feet)	Easting (feet)	Depth (feet)*	Volume (CY)**	Notes	*Depth: Estimated depth below seafoor to reach anomaly.
79	14:24:38	346151.36	1674536.41	2	3.9	14' long 1.5' tall, assume 5' wide	
80	14:24:55	346127.39	1674598.14	2	1.7	6' long 1.5' tall assume 5' wide	** Volume: Estimated volume of debris provided as actual volume may vary and should be field verified.
81	14:26:28	345997.38	1674945.49	2	3.3	12' long 1.5' tall assume 5' wide	
82	14:26:41	345978.67	1674991.99	4	0.5	smal anomaly	
83	14:33:15	345258.59	1676503.72	2	0.5	small anomaly	
84	14:40:15	344475.5	1678056.79	4	0.5	small anomaly	

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TABLE OF ANOMALIES AND LOCATIONS (3 of 3)
 Mexico Beach - Nearshore Debris Survey

DEWBERRY ENGINEERS, INC.
 324 Marina Drive, Port St. Joe, FL 32456

DESIGNED BY:
 DATE: June 4, 2021
 REV DATE:
 REV #:
 DRAWN: JPM
 REVIEWED:
 PROJECT NUMBER:
 20-139_002
 SHEET NUMBER:
 12

EXHIBIT F

Bid Form

BID FORM

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: **City of Mexico Beach City Hall Clerk’s Office**
201 Paradise Path
Mexico Beach, FL 32410

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

ITEM	DESCRIPTION	UNIT	ESTIMATED QTY*	UNIT COST	BID COST (based on qty)
1	Cubic yard, aquatic-based debris removal	CY	1,100		
2	Car and trucks aquatic-based removal (each removed)	EA	2		
3	Boats, per linear foot aquatic-based removal	LF	5		
4	C&D Debris Haul-out from beach to FDEP approved Designated Final Disposal Site**		**Notes: Haul-out of debris to nearest FDEP-permitted final disposal site based on type of debris (C&D expected).		
	30-60 miles	CY	1,000		
	60-90 miles	CY	100		
5	Permit conditions (e.g. turbidity curtain)	LS	n/a		
BID TOTAL					

***Notes: Estimated quantities above are based on the underwater survey of debris fields. Project costs and payment will be based on actual debris quantities encountered during implantation, based on unit costs above.**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item and (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. This item has been intentionally left blank;
 - C. This item has been intentionally left blank;
 - D. This item has been intentionally left blank;
 - E. Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids;

- F. This item has been intentionally left blank;
- G. This item has been intentionally left blank;
- H. Copies of Addenda
- I. Statement of Qualifications
- J. Terms of Warranty

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: _____
[Signature]

_____ *[Printed name]*
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
[Signature]

_____ *[Printed name]*

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

STATEMENT OF QUALIFICATIONS

BIDDER: *[Indicate correct name of bidding entity]*

Provide Level of
Experience for this
Project

Provide two (2) examples of work performed by Bidder of similar size, type, and cost:

How long has
Bidder/Bidding Entity
operated in this
industry?

[Printed name]

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

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

WARRANTY

BIDDER: *[Indicate correct name of bidding entity]*

Bidder will include/attach terms of warranty for the vessel, engine, and equipment to be submitted with this form and Bid Form.

Length of time for proposed warranty of vessel:

Length of time for proposed warranty of engine:
