



**AGENDA  
BID COMMITTEE MEETING  
TUESDAY, DECEMBER 30, 2025  
10:00 AM**

- 1. CALL TO ORDER**
- 2. APPROVAL OF MINUTES**
- 3. NEW BUSINESS**
  - A. 25-16-PW, Norriego Point Harbor Restoration Project**
- 4. PUBLIC COMMENTS**

**CITY OF DESTIN, FLORIDA**

**REQUEST FOR BIDS**

**RFB NO. 25-16-PW**

**NORRIEGO POINT HARBOR RESTORATION PROJECT**



City of Destin, Florida

November 18, 2025

A handwritten signature in blue ink, appearing to read "Larry Jones", is written over a horizontal line.

Larry Jones, City Manager  
Phone (850) 837-4242  
4200 Indian Bayou Trail  
Destin, Florida 32541

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

**CITY OF DESTIN, FLORIDA**

The City of Destin will receive sealed competitive proposals for the maintenance dredging within the Old Pass Lagoon navigational channel and the placement of fill to replenish sand that has eroded along the south coastline of Norriego Point. The project is located in the City of Destin in the Destin Harbor.

In accordance with the FDEP Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization No. 0288799-003-JC and the Army Corps of Engineers Permit SAJ-2012-00702, this project shall include, but may not be limited to, mobilization/demobilization, setting up piping and project signages, installing turbidity curtains around the dredging limits, dredging approximately 15,785 cubic yards total of material from the point of beginning (STA 0+00) to point of ending (STA 41+22.18), moving dredge spoils, placement of approximately 15,785 cubic yards of dredged fill along the south shoreline of Norriego Point from the point of beginning (STA 0+00) to point of ending (STA 15+95.44), and bathymetric “as-built” survey of completed channel. In addition, there is an allowance for the removal of non-dredged trash/debris disposal for this project. The anticipated project completion date is February 15, 2026.

To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk’s Office at [cityclerk@cityofdestin.com](mailto:cityclerk@cityofdestin.com). Please include “Request for Bid Documents – RFB No. 25-16-PW in the subject line of the email.

Vendors may also obtain the RFB by contacting the City of Destin, City Clerk’s Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday.

Proposal submissions must be received by the City Clerk’s Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked “**RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT,**” **along with the name, return address and telephone number of the submitter, no later than 2:00 p.m. CDT, on December 23, 2025,** at which time they will be opened. No electronic bids accepted.

The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City’s best interest.

Larry Jones  
City Manager

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**TABLE OF CONTENTS**

TABLE OF CONTENTS .....	3
1.0 INTRODUCTION .....	6
2.0 INSTRUCTION TO RESPONDENTS .....	6
3.0 GENERAL CONDITIONS.....	8
3.1 Project Description.....	8
3.2 Project Schedule.....	9
4.0 CONTRACTOR REQUIREMENTS.....	9
4.1 Independent Contractor.....	10
4.2 License Requirements .....	10
4.3 Insurance Requirements.....	10
4.4 Bonding Requirements.....	11
4.5 Permitting Requirements .....	12
4.6 Codes and Standards .....	12
5.0 CONSTRUCTION CONSIDERATIONS .....	12
5.1 Subcontractor(s).....	12
5.2 Notice to Proceed.....	13
5.3 Changes in Scope of Work.....	13
5.4 Site Preparation.....	13
5.5 Schedule for Delivery of Materials.....	14
5.6 Waste Disposal.....	14
5.7 Site Utilities .....	14
5.8 Material Data .....	14
5.9 Construction Administration & Management.....	14
5.10 Inspection, Acceptance, and Title .....	15
5.11 Disputes.....	15
5.12 Payments Withheld .....	15
5.13 Temporary Suspension of Work.....	16
5.14 Warranty Submittal Requirements .....	16
5.15 Defective Work .....	17
5.16 Project Close-out.....	17
6.0 EVALUATION OF RESPONSES .....	18

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

6.1	Selection Process .....	18
6.2	Scoring .....	18
6.3	Criteria Descriptions .....	18
7.0	SUBMITTAL REQUIREMENTS.....	20
7.1	No Contact Clause.....	20
7.2	Addenda.....	20
7.3	Inquiries.....	20
7.4	Submittal Preparation.....	21
7.5	Price Proposal Sheet.....	22
7.6	Conflict of Interest Disclosure .....	22
7.7	Drug Free Workplace Program.....	22
7.8	Public Entity Crime Form .....	22
7.9	Anti-Human Trafficking Affidavit .....	22
7.10	Sealed Submittal Packages.....	23
7.11	Bid Withdrawals .....	23
7.12	Bid Opening .....	23
7.13	Reservation of Rights .....	23
7.14	Public Records.....	23

**ATTACHMENTS**

Attachment 1 - Responsive Bidder Qualifications Statement.....	25
Attachment 2 - Public Entity Crimes Statement.....	30
Attachment 3 -Drug-Free Workplace Certification.....	32
Attachment 4 -Bid Bond .....	33
Attachment 5 - Anti-Human Trafficking Affidavit .....	35
Attachment 6 - Anti-Collusion Statement.....	37

**EXHIBITS**

Exhibit A - Sample Contract .....	
Exhibit B – Civil Design Plans .....	
Exhibit C – Price Proposal Sheet.....	

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

**SUBMITTAL REQUIREMENTS CHECKLIST**

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	<input type="checkbox"/>
2	Cover Sheet	Must include RFB NO. #25-16-PW NORRIEGO POINT HARBOR RESTORATION PROJECT	<input type="checkbox"/>
3	Table of Contents		<input type="checkbox"/>
4	Transmittal Letter	See 7.4.c.	<input type="checkbox"/>
5	Form No. 1	Bidder Qualification Statement	<input type="checkbox"/>
6	Form No. 2	Public Entity Crime Form	<input type="checkbox"/>
7	Form No. 3	Drug Free Workplace Certification Form	<input type="checkbox"/>
8	Form No. 4	Bid Bond Form	<input type="checkbox"/>
9	Form No. 5	Anti-Human Trafficking Affidavit	<input type="checkbox"/>
10	Form No. 6	Anti-Collusion Statement	<input type="checkbox"/>
11	Proof of Insurance	See 4.3 Insurance Requirements	<input type="checkbox"/>
12	Addenda Acknowledgement Form		<input type="checkbox"/>
13	Price Proposal Sheet		<input type="checkbox"/>
14	W-9		<input type="checkbox"/>
15	Copies of the Proposal	<u>One</u> printed copy of the proposal and <u>one</u> digital copy provided on a USB Drive (.pdf format)	<input type="checkbox"/>

\*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	<input type="checkbox"/>

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**1.0 INTRODUCTION**

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for dredging and placement of fill in accordance with the FDEP Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization No. 0288799-003-JC and the Army Corps of Engineers Permit SAJ-2012-00702, this project shall include, but may not be limited to, mobilization/demobilization, setting up piping and project signages, installing turbidity curtains around the dredging limits, dredging approximately 15,785 cubic yards total of material from the point of beginning (STA 0+00) to point of ending (STA 41+22.18), moving dredge spoils, placement of approximately 15,785 cubic yards of dredged fill along the south shoreline of Norriego Point from the point of beginning (STA 0+00) to point of ending (STA 15+95.44), and bathymetric “as-built” survey of completed channel. In addition, there is an allowance for the removal of non-dredged trash/debris disposal for this project. The anticipated project completion date is February 15, 2026.

It is the responsive bidder’s responsibility to read and understand the requirements of this Request for Bids. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each responsive bidder will, at bidder’s own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder’s deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this RFB carefully and shall make a written request to the City’s authorized representative for interpretation or correction of any ambiguity, inconsistency, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Responsive bidders are cautioned against relying up on any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the responsive bidder and the City. The proposal is a contractual offer by the responsive bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

**2.0 INSTRUCTION TO RESPONDENTS**

- A. The City of Destin will accept RFB responses until December 23, 2025, no later than 2:00 p.m. (CDT) at City Clerk’s Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT**. No electronic bid accepted.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.
- C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **December 23, 2025 2:00 p.m. (CDT)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, Florida 32541.
- D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, [clerkclerk@cityofdestin.com](mailto:clerkclerk@cityofdestin.com). Such a request shall be received in writing by close of business December 5, 2025.
- E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.
- F. **One (1) original and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside "RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT" and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, Florida 32541.**
- G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.
- H. Submissions shall be portrait orientation, "8-1/2 inch by 11 inch" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.
- I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.
- J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.

- K. The Bid Committee shall consist of City of Destin staff members.
- L. Each responsive bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.
- M. Procurement Schedule

Tasks	Date
<b>RFB issued</b>	<b>November 18, 2025</b>
<b>Mandatory Pre-Bid Meeting</b>	<b>December 2, 2025 at City Hall</b>
<b>Last day for questions to be submitted</b>	<b>December 5, 2025</b>
<b>Due Date/Bid Opening</b>	<b>December 23, 2025</b>
<b>Tentative Date - Bid Committee Evaluation</b>	<b>December 30, 2025</b>
<b>Tentative Date – City Council Meeting</b>	<b>January 5, 2026</b>
<b>Tentative Date- Execution of Contract</b>	<b>January 5, 2026</b>
<b>Tentative Date- Notice to Proceed</b>	<b>January 6, 2026</b>

**There will be a Mandatory Pre-Bid Meeting at City Hall, 4200 Indian Bayou Trail, Destin, Florida 32541 December 2, 2025 at 10:00 am. Attendance by Teams will be allowed, and a meeting link will be provided to contacts on the Plan Holder’s List.**

**3.0 GENERAL CONDITIONS**

**3.1 Project Description**

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums) All work shall be completed as shown in the construction documents and in accordance with applicable federal, state, and local codes and regulations.

The general description of work shall include, but may not be limited to:

- A. Mobilization/demobilization
- B. Setting up piping
- C. Installing project signs
- D. Installing turbidity curtains around the dredging limits

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

- E. Dredging approximately 15,785 cubic yards total of material from the point of beginning (STA 0+00) to point of ending (STA 41+22.18)
- F. Moving dredge spoils
- G. Placement of approximately 15,785 cubic yards of dredged fill along the south shoreline of Norriego Point from the point of beginning (STA 0+00) to point of ending (STA 15+95.44)
- H. Bathymetric “as-built” survey of completed channel.

**In addition, there is an allowance for the removal of non-dredged trash/debris disposal for this project. The anticipated project completion date is February 28, 2026.** Contractor is responsible for obtaining all necessary city permits. All permitting costs are to be included in the base offer including permit related signage.

**3.2 Project Schedule**

Final Completion Deadline is February 15, 2026. Contractor shall reach substantial completion for all work 15 days prior to final completion, or on or before January 31, 2026. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

- A. The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or
- B. The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

<b>ESTIMATED PROJECT SCHEDULE</b>	
<b>Tasks</b>	<b>Date</b>
Permitting	Completed
Anticipated to Begin Construction	January 6, 2026
Substantial completion date	15 Days Prior to Complete Construction or on or before February 1, 2026
Complete Construction	February 15, 2026

**4.0 CONTRACTOR REQUIREMENTS**

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**4.1 Independent Contractor**

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

**4.2 License Requirements**

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License <http://www.co.okaloosa.fl.us/gm/licensing>.

Contractor must also be registered in the City of Destin <https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>.

**4.3 Insurance Requirements**

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

- A. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

- B. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit.
- C. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

**4.4 Bonding Requirements**

- A. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

- B. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

**4.5 Permitting Requirements**

- A. Contractor is required to obtain all required permits prior to the start of construction.
1. City of Destin Site & Building Permit
  2. City of Destin Trade Permits (e.g., electrical, plumbing, etc.)
  3. Any and all other applicable and/or required federal, state, and local permits.

**4.6 Codes and Standards**

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

**5.0 CONSTRUCTION CONSIDERATIONS**

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

**5.1 Subcontractor(s)**

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

**5.2 Notice to Proceed**

The City shall issue a signed Purchase order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via facsimile or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

**5.3 Changes in Scope of Work**

- A. “Additional work” shall be defined as work that results from a change or alteration in plans concerning the scope of work of the contract or added work necessary to meet the performance goals of the scope of work.
- B. “Extra work” shall be defined as work not required under the scope of work of the contract, is something done or furnished beyond the requirements of the contract and is entirely outside and independent of the scope of work and not contemplated by it.
- C. “Change Order” shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time.
- D. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
- E. All change orders shall be considered a written addendum to the Contract.

**5.4 Site Preparation**

- A. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.
- B. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

- C. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1' for every 1" of trunk diameter measured at 4.5' above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.
- D. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.
- E. Access Control: Contractor will coordinate upland access with the Contractor of the Norriego Point Beach Park.
- F. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

**5.5 Schedule for Delivery of Materials**

The successful respondent shall be responsible for receiving all materials delivered.

**5.6 Waste Disposal**

Contractor shall be responsible for disposal of all waste and debris.

**5.7 Site Utilities**

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

**5.8 Material Data**

United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

**5.9 Construction Administration & Management**

- A. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

- B. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.
1. If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
  2. Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
  3. Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
  4. Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

**5.10 Inspection, Acceptance, and Title**

Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City unless loss of damage results from negligence by the City or its Departments.

**5.11 Disputes**

In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City Manager shall be final and binding on both parties.

**5.12 Payments Withheld**

The City may withhold such amounts from any payment as may be necessary to protect itself from loss on account of:

- A. Damage to subject property, adjacent property or right(s)-of-way(s)
- B. Defective work not remedied;
- C. Claims filed or reasonable evidence indicating probable filing of claims;

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

- D. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- E. A reasonable doubt that the contract can be completed for the balance then unpaid;
- F. Damage to another contractor;
- G. Failure to submit required reports; or
- H. Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

**5.13 Temporary Suspension of Work**

The City shall have the authority to suspend the work wholly or in part as it may deem appropriate where the Contractor fails to perform the work in accordance with plans and specifications.

- A. In the event that the City suspends the work as a result of the failure of the Contractor to comply with plans and specifications, the Contractor shall not be entitled to assert claims for additional time and/or money to complete the project and shall remain liable for satisfactory completion of the contract within the contract time.
- B. An order to suspend the work for periods exceeding one calendar day shall be in writing and shall include specific reason for the suspension.

**5.14 Warranty Submittal Requirements**

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.
- B. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

- D. The City shall incur no labor or equipment cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

**5.15 Defective Work**

All work completed by the Bidder at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.

The Bidder shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Bidder fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Bidder for cost thereof.

**5.16 Project Close-out**

Upon notice from the Bidder that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Bidder will be notified of all instances where his work fails to comply with the specifications. The Bidder shall immediately make those alterations which will make the work fully comply with the specifications. The Bidder shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative. Upon completion of the repair work the Bidder shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Bidder of any necessary repair work that is not completed. The Bidder shall immediately complete all incomplete work and arrange for re-inspection.

**In order to accept project as final the following must occur:**

- A. Completion of the punch list.
- B. Acceptance and occupancy of the project.
- C. Submission and approval of final invoice.
- D. Submission of all product warranties and operating manuals.
- E. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.
- F. Provide accurate construction As-Built drawings representing final installation. Provide Bathymetric As-Built information to City of Destin Engineer for review and approval prior to final approval.

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

- G. Receipt of two (2) hardcopy as-built drawings, stamped by contractor as “As-Built Bathymetric Survey”, in addition to both AutoCAD and PDF electronic versions on a flash drive.
- H. Provide at close of project, all Operations and Maintenance Manuals that include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.
- I. Provide written warranties covering quality of labor and installation of all products/materials.
- J. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

Any documents prepared by the construction team for this project are for the City of Destin’s use. City of Destin shall have sole ownership of such documents to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

**6.0 EVALUATION OF RESPONSES**

**6.1 Selection Process**

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures.

**6.2 Scoring**

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
Price Proposal (1-5 points) x2	10
Qualifications/Experience (1-5 points)	5
Project Approach (1-5 points)	5
Past Performance (1-5 points)	5
<b>TOTAL</b>	<b>25</b>

**6.3 Criteria Descriptions**

A. Price Proposal

- 1. Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

2. Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
3. Did responsive bidder provide all the requested cost information?
4. How competitive is the price proposal compared to the others received?

**B. Qualifications and Experience**

1. Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
2. Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
3. Do financial qualifications clearly demonstrate financial stability of the company?

**C. Project Approach and Performance Differentiators**

1. Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
2. Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
3. Has responsive bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
4. Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
5. Does the contractors schedule and availability practical and meet project requirements?

**D. Past Performance**

1. Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

2. Basis of evaluation:
3. A pattern of successful completion of work
4. A pattern of work identical to, similar to, or related to the work the project requires.
5. Ability shown through workmanship provided on other projects.
6. Do references demonstrate the company's quality of work?

**7.0 SUBMITTAL REQUIREMENTS**

**7.1 No Contact Clause**

All prospective responsive bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the responsive bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested responsive bidder and the City must be directed to:

City Clerk Rey Bailey  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541  
850-837-4242  
cityclerk@cityofdestin.com  
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

**7.2 Addenda**

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin and agrees to be bound by all addenda that have been issued for this Request for Bids. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal

**7.3 Inquiries**

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received by December 5, 2025. Questions or requests for Bid documents, plans

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 [cityclerk@cityofdestin.com](mailto:cityclerk@cityofdestin.com).

**7.4 Submittal Preparation**

Submittals should be prepared in the following order:

- A. Coversheet: provide a submittal cover sheet that includes **RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT**, bid opening date and responsive bidder contact information.
- B. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications
- C. Transmittal Letter: provide a signed letter of transmittal that demonstrates the responsive bidder's:
  - 1. commitment to perform the work,
  - 2. understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
  - 3. delineating features that articulate why it is the best qualified firm to perform the work (e.g., bidder's qualifications, competence, and capacity for the construction proposed in this RFB),
- D. Price Proposal Sheet
- E. Completed Forms [Reference RFB Attachments]
  - 1. Attachment No. 1 - Responsive Bidder Qualification Statement
  - 2. Attachment No. 2 - Public Entity Crime Form
  - 3. Attachment No. 3 - Drug Free Workplace Certification Form
  - 4. Attachment No. 4 - Bid Bond Form
  - 5. Attachment No. 5 - Anti-Human Trafficking Affidavit
  - 6. Attachment No. 6 - Anti-Collusion Statement
- F. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
- G. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
- H. Addendums (if applicable)

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

**Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.**

**7.5 Price Proposal Sheet**

The ‘Total Base Bid’ and ‘Total Alternative Bid Items’ amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

**7.6 Conflict of Interest Disclosure**

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

**7.7 Drug Free Workplace Program**

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

**7.8 Public Entity Crime Form**

Each submittal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

**7.9 Anti-Human Trafficking Affidavit**

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2025.

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

**7.10 Sealed Submittal Packages**

All proposals to be considered must be in the possession of the Destin City Clerk no later than **December 23, 2025, 2:00 p.m. (CDT)**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **“RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT”** and note the time and date of the opening.

Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same.

Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541  
850-837-4242  
cityclerk@cityofdestin.com  
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

**7.11 Bid Withdrawals**

Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

**7.12 Bid Opening**

Proposals are presently scheduled to be opened publicly and read aloud at **December 23, 2025 2:00 p.m. (CDT)** in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

**7.13 Reservation of Rights**

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

**7.14 Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT**

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

**THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK,  
4200 INDIAN BAYOU TRAIL, DESTIN, FL.**

The successful responsive bidder shall:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**RFB NO. 25-16-PW  
ATTACHMENT NO. 1  
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

**The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:**

SUBMITTED TO:      City of Destin  
                            CITY CLERK'S OFFICE  
                            4200 Indian Trail Bayou  
                            Destin, Florida 32541  
                            Telephone: (850) 837-4242

Check One

Submitted By: \_\_\_\_\_ Corporation

Name: \_\_\_\_\_ Partnership

Address: \_\_\_\_\_ Individual

City, State, Zip: \_\_\_\_\_ Other

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the responsive bidder is:

\_\_\_\_\_

The address of the principal place of business is:

\_\_\_\_\_

\_\_\_\_\_

2. If responsive bidder is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's name: \_\_\_\_\_

d. Vice President's name: \_\_\_\_\_

e. Secretary's name: \_\_\_\_\_

- f. Treasurer's name: \_\_\_\_\_
  - g. Name and address of Resident Agent: \_\_\_\_\_
3. If responsive bidder is an individual or a partnership, answer the following:
- a. Date of organization: \_\_\_\_\_
  - b. Name, address and ownership units of all partners:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  - c. State whether general or limited partnership: \_\_\_\_\_
4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.  
 \_\_\_\_\_
6. How many years has your organization been in business under its present business name?  
 \_\_\_\_\_
- Under what other former names has your organization operated?  
 \_\_\_\_\_
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

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9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

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10. State the name of the individual who will have personal supervision of the work:

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11. State the name and address of attorney, if any, for the business of the responsive bidder:

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12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

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13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

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14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		<u>Revenue Index Number</u>
a.	Government Related Work	
b.	Non-Governmental Related Work	
	<b><i>Total Work (a +b):</i></b>	

**Revenue Index Number**

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

15. Bank References:

<b>Bank</b>	<b>Address</b>	<b>Telephone</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

16. What will be your turnaround time for written responses to City inquiries?

\_\_\_\_\_

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

\_\_\_\_\_  
\_\_\_\_\_

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

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19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

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20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

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The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_

Notary Public (Signature)

My Commission Expires: \_\_\_\_\_

END OF SECTION

**RFB NO. 25-16-PW  
ATTACHMENT NO. 2  
PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_

and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_

4. I understand that a “public entity crime” as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or 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 any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(a)(b), Florida Statutes, means 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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. (please attach a copy of the final order)

\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission expires:

END OF SECTION

**RFB NO. 25-16-PW**  
**ATTACHMENT NO. 3**  
**DRUG-FREE WORKPLACE CERTIFICATION**

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF SECTION

**RFB NO. 25-16-PW  
ATTACHMENT NO. 4  
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as \_\_\_\_\_  
Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as  
Owner in the penal sum of, (five percent (5%) of the Contract Bid) \_\_\_\_\_  
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of  
this Bond.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT**.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
  - 2.1 Owner accepts Bidder's bid, and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 2.2 All bids are rejected by Owner, or
  - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term 'bid' as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

\_\_\_\_\_

\_\_\_\_\_  
(Seal) Surety's Name and Corporate Seal

By: \_\_\_\_\_ (L.S.) By: \_\_\_\_\_

Signature (attach power of attorney)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Signature and Title

Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

**RFB NO. 25-16-PW  
ATTACHMENT NO. 5  
ANTI-HUMAN TRAFFICKING AFFIDAVIT**

***DIRECTIONS:*** All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2025.

I \_\_\_\_\_ (insert name) as \_\_\_\_\_ (insert title) on behalf of \_\_\_\_\_ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. \_\_\_\_\_ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, \_\_\_\_\_ (insert entity name) does not participate in any of the following actions:
  - a. Using or threatening to use physical force against any person;
  - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - e. Causing or threatening to cause financial harm to any person;
  - f. Enticing or luring any person by fraud or deceit; or
  - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
Printed Name:

Title:

Nongovernmental entity:

Date:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me \_\_\_\_ in person or \_\_\_\_ remote notarization by  
\_\_\_\_ as \_\_\_\_\_ on behalf of  
\_\_\_\_\_, who is personally known to me or who produced  
\_\_\_\_\_ as identification this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

(Notary Seal)

**RFB NO. 25-16-PW  
ATTACHMENT NO. 6  
ANTI-COLLUSION STATEMENT**

**ANTI-COLLUSION STATEMENT:**

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

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory (Print Name)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Federal ID # or SS #

## **EXHIBITS**

Exhibit A – Sample Contract

Exhibit B – Civil Design Plans

Exhibit C – Price Proposal Sheet

Bidder may use paper copy provided on next page of this bid document or may use the MS Excel fillable spreadsheet posted at the site above.

**EXHIBIT A**

**CITY OF DESTIN, FLORIDA**

**REQUEST FOR BIDS RFB NO. 25-16-PW**

**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**SAMPLE CONTRACT**

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: \_\_\_\_\_

Contract/Lease Control #: \_\_\_\_\_

Procurement#: RFB 25-16-PW  
\_\_\_\_\_

Contract/Lease Type: NORRIEGO POINT HARBOR RESTORATION PROJECT  
\_\_\_\_\_

Award To/Lessee: \_\_\_\_\_

Owner/Lessor: CITY OF DESTIN  
\_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: Insert Date and # of Renewals  
\_\_\_\_\_

Description of: Harbor Channel Dredge  
\_\_\_\_\_

Department: Public Works  
\_\_\_\_\_

Department Monitor: Jeff Cozadd  
\_\_\_\_\_

Monitor's Telephone #: 850-279-4228  
\_\_\_\_\_

Monitor's FAX # or E-mail: [jcozadd@cityofdestin.com](mailto:jcozadd@cityofdestin.com)  
\_\_\_\_\_

Closed: \_\_\_\_\_

CC: CITY CLERK  
CITY MANAGER  
CITY ATTORNEY

## EXHIBIT A SAMPLE CONTRACT

### AGREEMENT BETWEEN CITY OF DESTIN, FLORIDA AND ACME CONTRACTORS FOR CONSTRUCTION SERVICES

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_ by and between the **City of Destin, Florida**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the “City”, and **ACME Contractors**, with an address at 123 Main St., Destin, Florida 32541 hereinafter referred to as the “Contractor,”

**IN CONSIDERATION** of the mutual covenants contained herein, and for other good and valuable consideration, City and Contractor do agree as follows:

#### SECTION 1. SCOPE OF WORK –

The Contractor shall perform the Work as defined in Request for Bids No. 25-16-PW - Norriego Point Harbor Restoration Project (“RFB 25-16-PW”), its Exhibits and amendments, if any, to the Invitation to Bid and any addenda thereto being attached hereto as **Attachment “A”**, incorporated by reference herein and made a part hereof as fully as if herein set forth.

- 1.1 Project:** CONTRACTOR shall perform work that consists of the project, as specified in RFB 25-16-PW. Generally, the work consists of the construction of four pickleball courts, restriping, stormwater, restroom facility and pedestrian paths, temporary gravel parking, and shade structures.
- 1.2 Scope:** Specifically, the Scope of Services will include all items listed and priced in the base bid for RFB 25-16-PW, its Exhibits and addenda, and all terms and conditions listed therein (**Attachment “A”**). At its option, the City may choose to approve all or none of the alternatives described by the Contractor in its bid for RFB 25-16-PW.
- 1.3 Terms & Conditions:** **THE COMPLETE TERMS AND CONDITIONS STATED, REGARDLESS OF WHICH DOCUMENT LISTED IN RFB 25-16-PW, ARE INCORPORATED BY REFERENCE INTO THIS DOCUMENT.**
- 1.4 Pricing:** Unless otherwise specified herein, the Contractor is to furnish all tools, equipment, labor and consumables to complete the Work at the unit prices stated in **Attachment “C.”**
- 1.5 Work Site Conditions:** The Contractor shall at all times, keep the work area free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an area or waste site as designated by the City. If the Contractor fails to clean up the work site after 24 hours’ notice by the City, the City may complete the clean-up and charge the Contractor for the costs of such clean up.

#### SECTION 2. PLACE OF WORK

Contractor’s work will be rendered within the City of Destin, Okaloosa County, Florida.

### SECTION 3. SCHEDULE/TERM –

The Contract Work Schedule/Term is as stated below:

- 3.1 Contractor shall order product and materials no later than 30 days of issuance of the date of City’s Notice to Proceed, and Contractor shall proceed with all work in accordance with this Contract, as per Contract Attachments A, B and C. Proof of supplier/manufacture’s order acceptance shall be promptly forwarded to the City.**

**All Work shall be substantially completed within 45 days of the date of City’s Notice to Proceed.**

- 3.2 Contractor shall maintain contact with product supplier/manufacture, obtaining updates on a regular basis, and shall immediately notify the City of manufacturer delays or transit delays.**

- 3.3 Though lead times may be long, Contractor confirms that product is on hand, and if not available at time of construction, will have alternate solutions to maintain the project deadlines.**

3.3.1 Contractor and City shall continue to make adjustments in work scheduling, and where unavoidable, request in writing for an extension of the Contract’s performance time.

3.3.2 Any installation of replacements or additional work required by alternate solutions will be done at no cost to the City, and final completion will be as new product specified in the RFB.

- 3.4 Product warranties begin at date of Substantial Completion, as defined by mutual agreement at the pre-construction meeting.**

### SECTION 4. PROJECT COORDINATION & SCHEDULING

- 4.1 During the course of work, the Contractor shall be responsible for keeping the City informed of the proposed work schedule. This includes any scheduled work that could impede the public or traffic at the worksite. The Contractor shall prepare a Construction Schedule to serve as a guide in managing the construction progress.**

- 4.2 The Contractor shall not put workers on the job or perform any work without prior knowledge that such work is to be done, the place of work, and the scheduled starting time. A minimum 48-hour notification to the City is required. The City reserves the right to deny the request without penalty.**

### SECTION 5. COMPENSATION PLAN

The Contractor agrees to provide the services and equipment as negotiated on **Attachment C** to the City at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as **Attachment B**, incorporated by reference herein and made a part hereof as fully as if herein set forth.

The City shall pay the Contractor for the performance of this Contract in an amount not to exceed \$0.00 which includes reimbursement for:

- 5.1 \$ for Mobilization/Demobilization
- 5.2 \$ for Bond and Insurance
- 5.3 \$ for Temporary Portable Changeable Message Signs
- 5.4 \$ for Post Bathymetric Surveys
- 5.5 \$ for Dredging
- 5.6 \$ for Fill Placement
- 5.7 \$ for Turbidity Curtains
- 5.9 \$ for Trash/Debris Disposal Allowance
- 5.10 \$ for Alternate items

Any additional work performed under this Contract shall be through the Issuance of a Contract Amendment and change order of the City Purchase order(s).`

## **SECTION 6. PAYMENT**

- 6.1 The City shall pay the Contractor the contract price(s) at the successful completion of the work.
- 6.2 The City will make progress payments on a monthly basis as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract and as approved by the City Manager or his designee.
- 6.3 Partial payments under the Contract shall be made at the request with an Application and Certification for Payment (AIA Document G702) by the Contractor not more than once each month, based upon partial estimates agreed to by the Contractor and City and shall be furnished to and approved by the City prior to transmittal to the City payment.
- 6.4 All invoices received by the City are payable within thirty (30) days from receipt, (unless prompt payment discount is offered), provided they have first been approved by the City, and the City has accepted the invoiced work.
- 6.5 The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor.
- 6.6 Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the City Council.
- 6.7 Retainage. City shall withhold from each payment of the contract price a sum ("retainage") equal to ten percent (10%) of the invoice. Purchases of materials are excluded from retainage calculations. Fifty percent (50%) of the accumulated retainage shall be released by City to Contractor upon the City's acceptance of one-half (50%) of the total Work to be performed pursuant to this Contract. After the

City has accepted that 50% of the Work is completed, retainage shall be reduced to five percent (5%) of the invoice. Upon the City's acceptance of all remaining Work (including the final punchlist), the entirety of the remainder of the retainage shall be released by City to Contractor.

**6.8 All invoices shall be directed to: [accountspayable@cityofdestin.com](mailto:accountspayable@cityofdestin.com)**

**NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.**

## **SECTION 7. TERMS & CONDITIONS**

**7.1 Independent Contractor Status; Indemnity:** At all times the Contractor is an independent contractor and agrees to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

**7.2 Subcontractors:**

7.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the City the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The City will promptly reply to the Contractor in writing stating whether or not the City, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the City to reply promptly shall constitute notice of no reasonable objection.

7.2.1.1 Should no objection be made the City within five (5) business days, the person or entity selected by the Contractor shall be deemed acceptable. The Contractor shall be entitled to consideration of an EOT (Extension of Time) for the process or delay incurred due to replacing the person or entity that was objected to by the City.

7.2.2 The Contractor shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection. If the City has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the City has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change and an appropriate Change Order

shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

7.2.3 The Contractor shall not change a Subcontractor, person or entity previously selected without prior approval from the City.

7.2.4 Contractor shall be fully liable and responsible to the City for all acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, to the same degree and extent as he is liable and responsible for the acts and omissions of his own employees and other persons directly employed by him.

### **7.3 Time is of the Essence**

7.3.1 The parties agree that time is of the essence in the completion of the Work called for in the delivery of services of the character and quality specified in the bid document and that Contractor will conduct all work diligently and as specified by the City.

7.3.2 The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

7.3.3 Upon receipt of a written request and justification for an extension from the Contractor, the City may extend the time for performance of the contract or delivery of goods here in specified at the City's sole discretion for good cause shown.

7.3.3.1 Depending on the specific facts, reasonable cause for a permissible EOT (Extension of Time) may include: Weather Delays, Material Lead Times affect by Force Majeure, Delays by Design Team responses, Delays by City responses, Schedule Impact associated with any approved Change Order, or other items that may be qualified as Excusable Delays. See Section 7.5 for details.

### **7.4 Liquidated Damages:**

7.4.1 In the event these specified supplies, services, or equipment are not delivered by the date specified, there will be deducted from the total contract price, not as a penalty but as liquidated damages, the sum of

\$300 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the City, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or its supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or its supplier(s), a reasonable extension of time as the City deems appropriate may be granted.

- 7.4.2 The above amounts per calendar day are fixed and agreed upon by and between the Contractor and City, because of impracticability and difficulty in ascertaining actual damages City would sustain, and said amounts are agreed to as adequate coverage of damages which City would sustain by reason of inconvenience, loss of use of monies, or other additional costs.
- 7.4.3 Upon receipt of a written request and justification for an extension from the Contractor, the City may extend the time for performance of the contract or delivery of goods herein specified at the City's sole discretion for good cause shown.
- 7.4.4 In the event that the City should choose to permit the Contractor to continue the work after expiration of the contract time, or as such contract time may be extended, such will not operate as a waiver by the City of its rights to recover liquidated damages. In the event that the City terminates the employment of the Contractor under the contract, the City shall retain the right to assess, collect, and recover liquidated damages from the Contractor and/or the Surety until the work under the contract is satisfactorily completed. The amount of liquidated damages will be deducted from the remaining balance of funds due the Contractor under the contract. In the event that liquidated damages which accrue prior to completion of the work under the contract should exceed the remaining balance of funds due the Contractor under the contract, the Contractor shall forfeit any rights to claim additional payments under the contract and both the Contractor, and his Surety shall be liable for accrued liquidated damages in excess of the contract balance.
- 7.4.5 **Delays: If the Contractor wishes to make a request to increase the Contract Performance Time, a written notice shall be given within seven (7) calendar days from the probable cause of delay on progress of the Work.**
- 7.4.6 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. This Request for Time shall be made within seven (7) calendar days of the adverse weather.
- 7.4.7 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the City, or of a separate Contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City pending mediation and arbitration, or by other causes which the City Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine.

**7.5 Changes in Scope of Work:** The City, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Contract and shall be executed under the applicable conditions of the Contract.

7.5.1 “Additional work” shall be defined as work that results from a change or alteration in plans concerning the scope of work of this Contract or added work necessary to meet the performance goals of the scope of work.

7.5.2 “Extra work” shall be defined as work not required under the scope of work of this Contract, is something done or furnished beyond the requirements of the Contract and is entirely outside and independent of the scope of work and not contemplated by it.

7.5.3 “Change Order” shall be defined as a written instrument prepared by and signed by the City and Contractor, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the Contract price, and the adjustment, if any, to the Contract’s completion time.

7.5.4 No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Contractor and authorized by the City as a Change Order.

7.6.5 The City Manager may request and approve change orders to the Contract consisting of additions, deletions, extra work, or other revisions so long as each change order does not exceed amounts specified in the City’s Purchasing Manual and Policy.

7.6.6 A change order exceeding the City Manager’s authority must be approved by the City Council..

7.6.7 All change orders shall be considered a written addendum to the Contract.

7.6.8 Contractor is not authorized to approve any additional or extra work, grant authority for any work, issue a notice to proceed, recommend progress payments, or otherwise act as an agent of the City unless specifically authorized in writing by the appropriate City officials.

7.6.9 No claim for extra work will be considered valid by the City unless first submitted in writing.

**7.6 Correction of Work -** The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

7.6.1 Promptly shall be defined as reasonable with consideration to sequence of work. Contractor will track such requests by the City on a Corrective Actions Log or Punchlist to be corrected in sequence with the flow of work that is conducive to maintain the project schedule and predictive workflow.

## **7.7 Final Inspection**

7.7.1 Upon notice from the Contractor that work is completed in accordance with the specifications, the City shall make a final inspection of the Work. The Contractor will be notified of all instances where his Work fails to comply with the specifications.

7.7.1.1 The City shall conduct final inspection within a reasonable amount of time relative to the schedule set forth by the Contractor. This shall include any inspection by Architect or Consultants for the City.

7.7.2 A delay in conducting the inspection within a reasonable amount of time after request is made by the Contractor shall constitute a delay by the City and qualify for consideration for an EOT (Extension of Time) if submitted in writing by the Contractor. The Contractor shall immediately correct or complete all issues as well as defects that were identified by the City or a City representative.

7.7.2.1 The term immediately shall be defined as reasonably within the Project Schedule set forth by the Contractor and accepted by the City for the close out process and punchlist activities whether prior or post Certificate of Occupancy is applied for or achieved.

7.7.3 Upon completion of the repair work the Contractor shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Contractor of any necessary repair work that is not completed. The Contractor shall immediately complete all incomplete work and arrange for re-inspection.

**7.8 Acceptance** - The City will be deemed to have accepted the Work after the City notifies the Contractor of its satisfaction that the Work is completed.

In the event the Work completed under this Contract does not conform to the specifications, the City reserves the right to cancel the Contract upon written notice to the Contractor.

## **7.9 Termination for Convenience**

The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Contractor for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Contractor for

unfinished goods, which are specifically manufactured for the City and which are not standard products of the Contractor, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

7.9.1 Contractor's associated costs of procuring those reimbursable goods and/or services are considered part of the amount incurred.

**7.10 Termination For Default:** The City may terminate all or any part of this contract, by giving Notice of Default to the Contractor, if the Contractor:

7.10.1 refuses or fails to deliver the goods or services within the time specified,

7.10.2 fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performance hereunder,

7.10.3 becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors,

7.10.4 fails to supply enough skilled workers or properly operating equipment, to perform the work required under the contract in a timely and proper fashion and to assure prompt completion of the work,

7.10.5 fails to make prompt payment to subcontractors, or payments for or labor;

7.10.6 Persistently disregards law, ordinances or the instructions of the City, or otherwise violates any provision of the contract or contract documents;

7.10.7 Performs the work unsuitably or neglects or refuses to repair work that has been rejected by the City;

7.10.8 Fails to resume work which has been discontinued within a reasonable time after being furnished notification to do so; OR

7.10.9 Fails to secure, replace, and/or maintain the insurance required in this RFB.

In the event of termination for default, the City's liability will be limited to the payment for services delivered and accepted as of the date of termination.

## **7.12. Indemnification and Insurance**

### **7.12.1 Indemnification**

The Contractor hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any

way connected with the performance of this Contract whether by act or omission of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of this Contract between the parties.

### 7.12.2 Insurance

Contractor shall provide evidence of insurance coverage which is equal or exceeds the minimum standards for this project, listed here, prior to commencing work. Such insurance shall remain in effect for the entire term of the Contract.

During the project, should Contractor fail to provide acceptable evidence of current insurance within seven (7) days before the expiration date of an insurance policy, the City shall have the right to terminate the Contract.

All insurance coverages shall be written by a company licensed to do business in the State of Florida and shall have an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract for the following amounts:

a. **Workers Compensation:**

Coverage A	In conformity with Florida Statutes.
Coverage B	\$500,000/\$500,000/\$500,000

b. **Commercial General Liability:**

Each occurrence for:

Bodily Injury/Property Damage	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000
General Aggregate for:	\$2,000,000
Fire Legal Liability	\$100,000
Medical Payments	\$10,000
Contractual Liability where applicable	

c. **Business Automobile Liability**

Combined Single Limit	\$1,000,000
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This coverage shall include the following provisions:

d. The City of Destin shall be an additional insured

e. The policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

**f. Umbrella Liability:**

In lieu of providing insurance at the limits required for GL and Auto, Contractors may fulfill the requirements of this section by securing umbrella liability insurance coverage provided that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in Section 3.16 of the bid document.

**g. Builders Risk Insurance**

- Contractor shall purchase and keep in effect builders “all-risk” extended coverage (including flood and wind storm damage) on a non-reporting completed value with special cause of loss form in an amount based upon complete replacement value of improvements.
- The City of Destin shall be named as additional insured on the policy and the City explicitly reserves the right to review said policy upon request.
- The policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice.

**7.13 Bond Requirements** - Performance Bond equal to one hundred percent (100%) of the Contract price will be required. Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required. Warranty Bond equal to one hundred percent (100%) of the Contract price will be required. Labor & Material Payment Bonds, Performance Bond and Warranty Bond shall accompany the contract within 15 days, be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract, by date. Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570 entitled “Surety Companies Acceptable on Federal Bonds” or otherwise acceptable to the City in the City’s discretion.

**7.14 Safety Measures** - The Contractor shall take all necessary precautions for the safety of the City’s and Contractor’s workers on all Work sites and shall erect and properly maintain at all times all necessary safeguards for the protection of the Workers and public. The Contractor shall post signs warning against hazards in and around the Work site.

**7.15 OSHA** – Precautions shall be exercised at all times for the protection of persons and property. Contractor shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor responsible for the same.

**7.16 Protection of Resident Workers** - The City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

- 7.17.1 Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.
- 7.17.2 The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The Contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
- 7.17.3 The City reserves the right to request documentation showing compliance with this requirement.

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

**7.18 Right to Audit Records** - The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Contract or any sub-contract to this Contract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

## **7.19 PUBLIC RECORDS**

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK – CITY OF DESTIN  
4200 INDIAN BAYOU TRAIL  
DESTIN, FLORIDA 32541  
850-837-4242  
cityclerk@cityofdestin.com**

- 7.19.1 Contractor shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 7.19.2 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- 7.19.3 Upon completion of the contract, Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records.
- 7.19.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 7.19.5 Failure of Contractor to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 7.19.6 If Contractor fails to provide the public records to the City within a reasonable time Contractor may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Contractor has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

**7.20 Familiarity With The Work:** The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Contract.

- 7.21 Title and Risk of Loss** - The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.
- 7.22 Licenses** - The Contractor is responsible for obtaining any necessary state contractor's licenses, and the Contractor must be duly licensed in accordance with the State of Florida's statutory requirements to perform the work identified herein. Proof of licensure shall be submitted with this contract. Required licenses shall be maintained and valid throughout the term of this contract.
- 7.23 Permits** - The Contractor is responsible for procuring all work permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- 7.24 Federal Terms** – N/A.

## SECTION 8. OTHER PROVISIONS

- 8.1 Florida Law Applies & Venue:** The parties acknowledge and agree that this contract shall be governed by and construed pursuant to the laws of the State of Florida and that the venue for any action related to this contract lies solely within the state courts of Okaloosa County, Florida.
- 8.2 Sovereign Immunity:** Nothing contained herein is intended nor shall it be construed to waive the City's sovereign rights and immunities under the common law or Florida Statute 769.28 as amended from time to time.
- 8.3 No Waiver:** No failure of either party to exercise any right or power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of a party's right to demand exact compliance with the terms hereof.
- 8.4 Conflicts of Interest:** The Contractor acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this Contract. The undersigned hereby certify that this Contract is made without prior understanding, Contract or connection with any corporation, firm or person who submitted bids for the Work covered by this Contract and is in all respects fair and without collusion or fraud.
- As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- 8.5 Assignment** - The Contractor may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.
- 8.6 Non-Exclusivity** - This Contract is considered a non-exclusive Contract between the parties.
- 8.7 Modifications** - No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the City

Manager or his designee.

**8.8 Conflicts, Severability**

The provisions of this Contract are intended to be independent, and in the event any provision hereof shall be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of the Contract. If there is a conflict in the terms or provisions of this Contract and any of the referenced documents, the following shall be the order of precedence from most controlling document to least controlling document: a) this Contract; b) the Request for Bids; and c) Contractor's Bid. If there is a conflict in the terms or provisions, all non-conflicting portions of the terms or provisions of the less controlling documents shall remain enforceable.

**8.9 Entire Agreement:** This Contract supersedes all other understandings and agreements between the parties and constitutes the sole and entire agreement between Contractor and City. Oral representations not set forth herein cannot be relied upon and are not binding on either Contractor or City. This Contract may not be modified except in writing signed by all parties hereto. Notwithstanding the following, any provision, right or obligation found in RFB 23-004 shall be binding on the parties to the extent that such provision, right or obligation is not specifically contradicted in this Contract.

**8.10** Executed on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.**

CITY:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

Larry Jones

By: \_\_\_\_\_

Its: City Manager

Its: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

Date

Attest to Signature:

Witness to Signature:

\_\_\_\_\_

\_\_\_\_\_

Rey Bailey

Print Name: \_\_\_\_\_

City Clerk

SEAL

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Approved as to Legal Form for the  
City of Destin, only:

\_\_\_\_\_

Kimberly Romano Kopp  
City Attorney

**RFB NO. 25-16-PW  
EXHIBITS A-C**

**ATTACHMENT “A”**

**RFB No. 25-16-PW**

**RFB NO. 25-16-PW  
EXHIBITS A-C**

**ATTACHMENT “B”**

**RFB 25-16-PW**

**CONTRACTOR BID**

**DATED December 23, 2025**

**RFB NO. 25-16-PW  
EXHIBITS A-C**

**ATTACHMENT "C"**

**RFB 25-16-PW**

**PRICE PROPOSAL PAGE**

**RFB NO. 25-16-PW  
EXHIBITS A-C**

**EXHIBIT B**

**CITY OF DESTIN, FLORIDA**

**REQUEST FOR BIDS (RFB) NO. 25-16-PW**

**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**PLAN SET**

**RFB NO. 25-16-PW  
EXHIBITS A-C**

**EXHIBIT C**

**CITY OF DESTIN, FLORIDA**

**REQUEST FOR BIDS (RFB) NO. 25-16-PW**

**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**PRICE PROPOSAL SHEET**

# PERMIT SET

# NORRIEGO POINT HARBOR RESTORATION

## FOR THE CITY OF DESTIN OKALOOSA COUNTY, FLORIDA

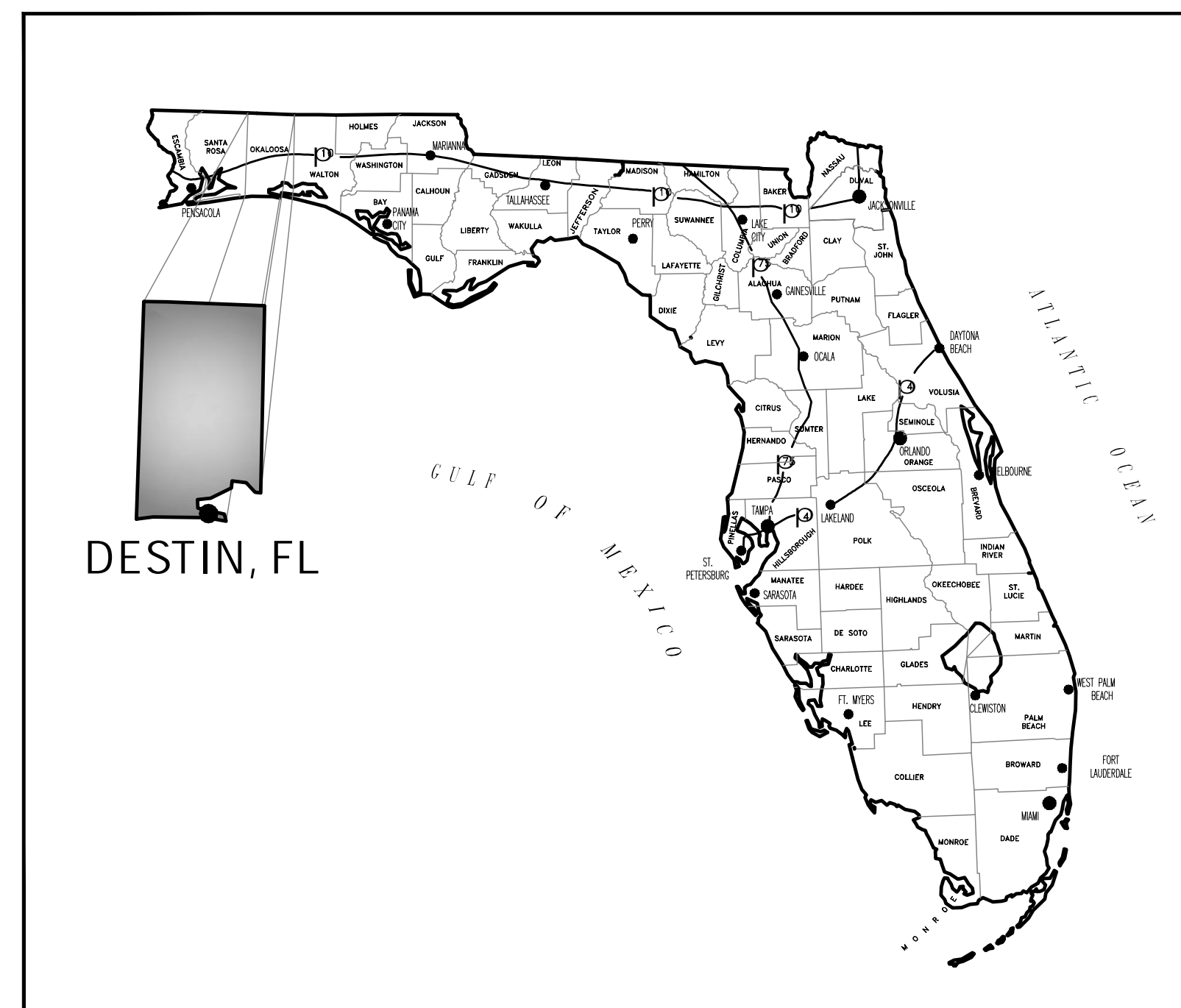


CERTIFICATE OF AUTHORIZATION No.: 31422  
 BRYAN OSBORN, P.E. No.: 79822  
 THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS INDICATED BY (\*) IN ACCORDANCE WITH RULE 61G15-23.005, F.A.C.

No.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

### DESTIN CITY COUNCIL

- BOBBY WAGNER - MAYOR
- DEWEY DESTIN - COUNCILMAN
- JIM BAGBY - COUNCILMAN
- RODNEY BRADEN - COUNCILMAN
- TOREY GEILE - COUNCILMAN
- TERESA HEBERT - COUNCILWOMAN
- KEVIN SCHMIDT - COUNCILMAN
- SANDY TRAMMELL - COUNCILWOMAN



**VICINITY  
MAP**



**LOCATION  
MAP**

### INDEX OF SHEETS

- (\*) CE0.0 COVER SHEET (THIS SHEET)
- CE0.1 TOPOGRAPHIC & BATHYMETRIC SURVEY
- (\*) CE0.2 GENERAL NOTES
- (\*) CE1.0 EXISTING CONDITIONS
- (\*) CE1.1 DREDGE PLAN
- (\*) CE1.2 FILL PLAN
- (\*) CE1.3 DREDGE SECTIONS
- (\*) CE1.4 DREDGE SECTIONS
- (\*) CE1.5 DREDGE SECTIONS
- (\*) CE1.6 DREDGE SECTIONS
- (\*) CE1.7 FILL SECTIONS
- (\*) CE1.8 FILL SECTIONS
- (\*) CE1.9 EROSION CONTROL DETAILS

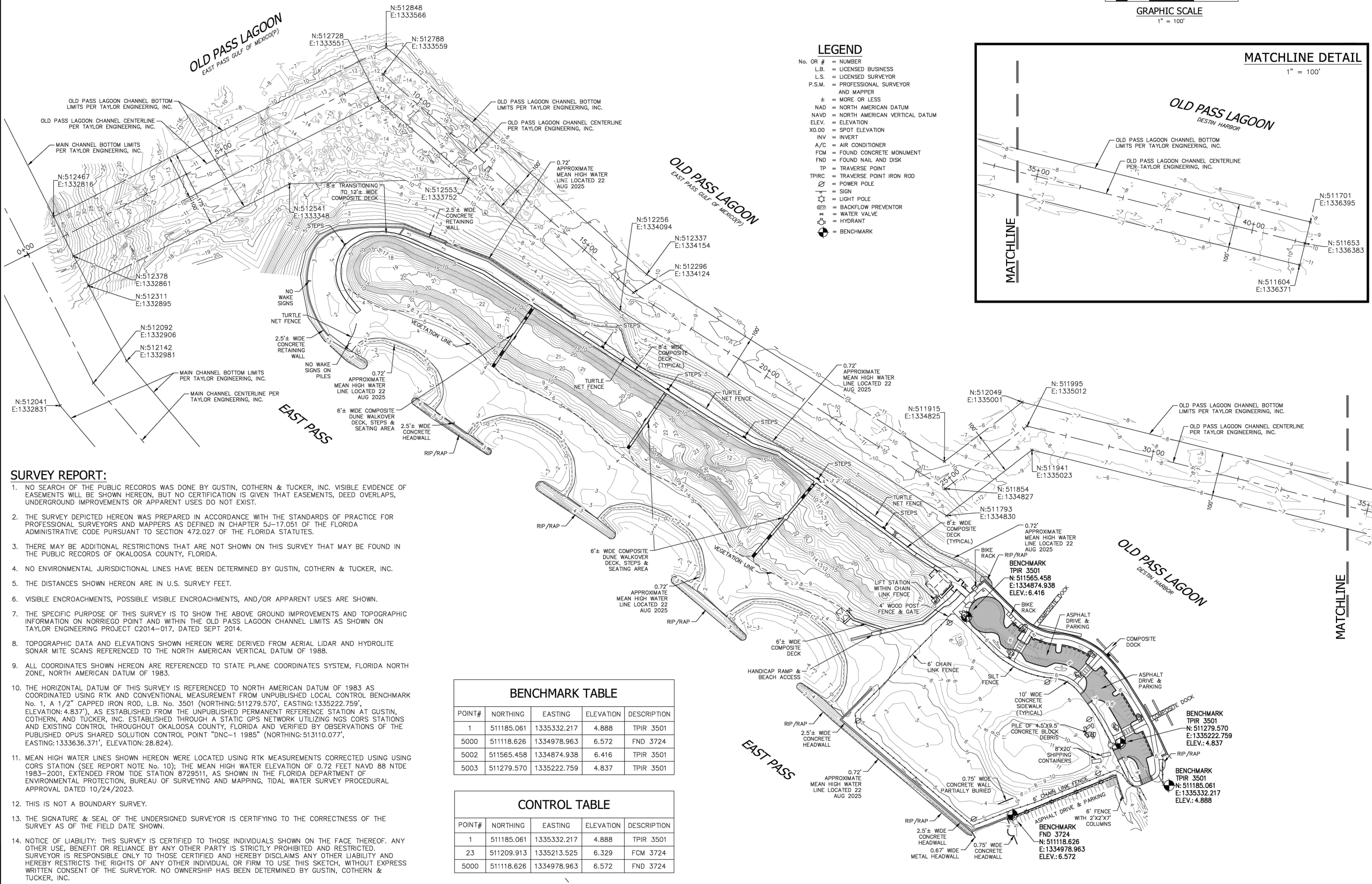
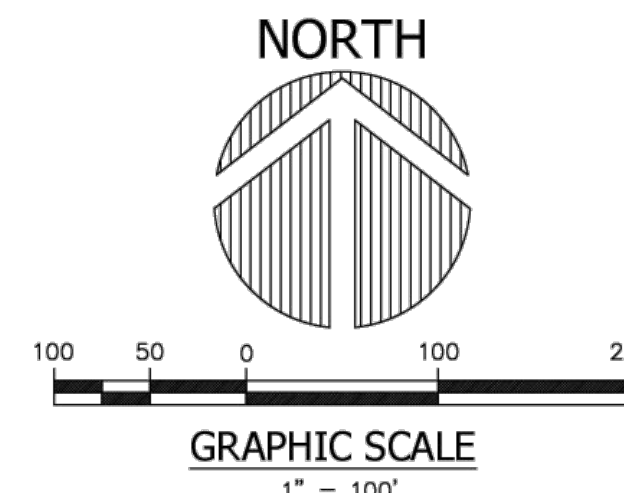
	DATE COMP.	PERSON COMP.	DATE CHANGES MADE	DRAFTSMAN
QUALITY CONTROL CHECKS				
GENERAL NOTES REVIEW				
PROJECT CHECKLIST REVIEW (PRIOR TO OWNER REVIEW)				
SUBMITTED TO OWNER				
PERMITTING COMMENTS				
OVERALL DESIGN TEAM/PM REVIEW				
BID ADVERTISEMENT				
CONFORMED DRAWING REVIEW				

**DATE: November 18, 2025**

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

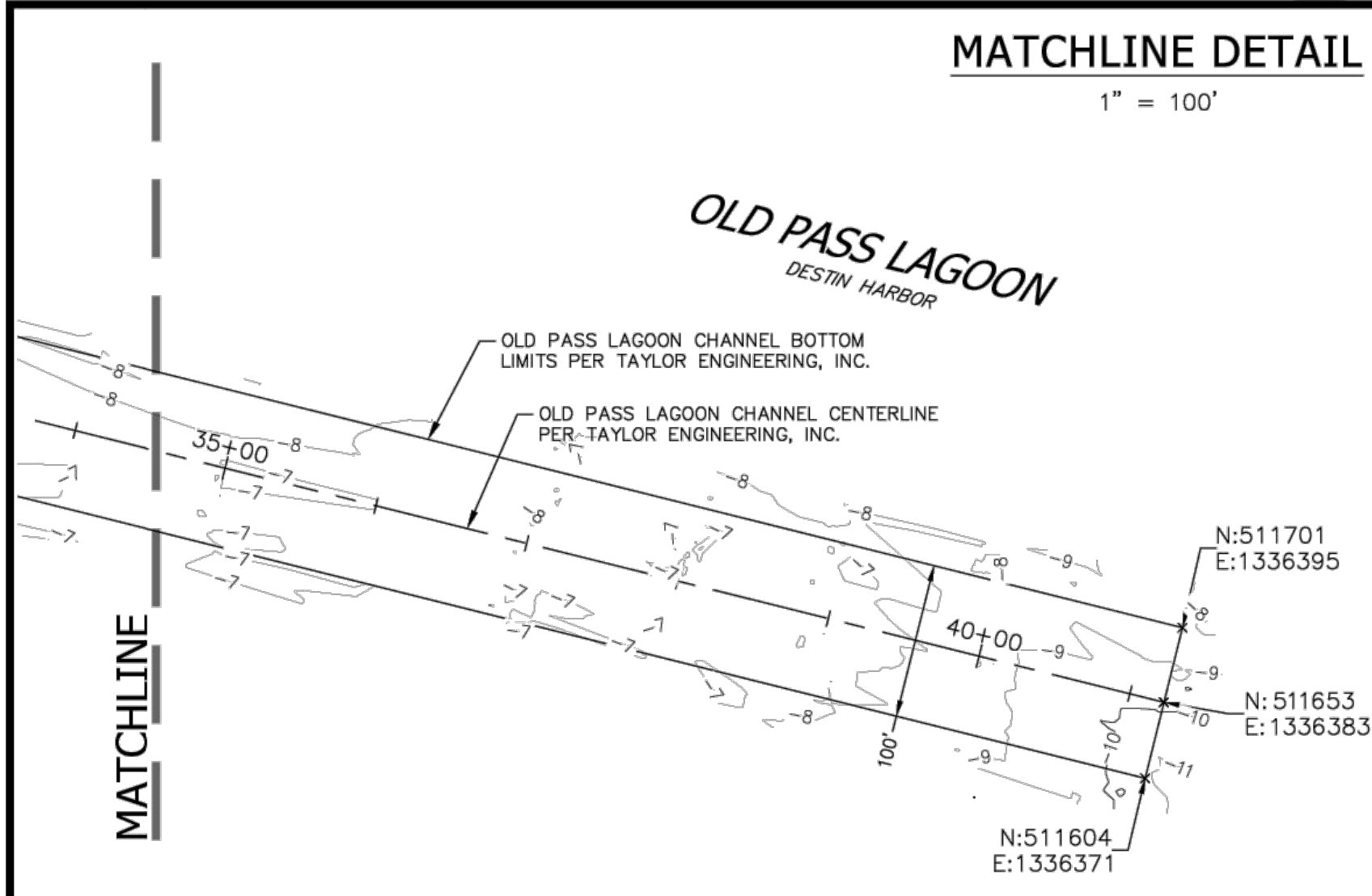
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC DOCUMENTS.

# EAST PASS & DESTIN HARBOR MAINTENANCE DREDGING TOPOGRAPHIC & BATHYMETRIC SURVEY



### LEGEND

No. OR # = NUMBER  
 L.B. = LICENSED BUSINESS  
 L.S. = LICENSED SURVEYOR  
 P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER  
 ± = MORE OR LESS  
 NAD = NORTH AMERICAN DATUM  
 NAVD = NORTH AMERICAN VERTICAL DATUM  
 ELEV. = ELEVATION  
 X0.00 = SPOT ELEVATION  
 INV = INVERT  
 A/C = AIR CONDITIONER  
 FCM = FOUND CONCRETE MONUMENT  
 FND = FOUND NAIL AND DISK  
 TP = TRAVERSE POINT  
 TPIRC = TRAVERSE POINT IRON ROD  
 ⚡ = POWER POLE  
 — = SIGN  
 ⚡ = LIGHT POLE  
 ⚡ = BACKFLOW PREVENTOR  
 ⚡ = WATER VALVE  
 ⚡ = HYDRANT  
 ⚡ = BENCHMARK



### SURVEY REPORT:

1. NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
2. THE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
4. NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.
5. THE DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
6. VISIBLE ENCROACHMENTS, POSSIBLE VISIBLE ENCROACHMENTS, AND/OR APPARENT USES ARE SHOWN.
7. THE SPECIFIC PURPOSE OF THIS SURVEY IS TO SHOW THE ABOVE GROUND IMPROVEMENTS AND TOPOGRAPHIC INFORMATION ON NORRIEGO POINT AND WITHIN THE OLD PASS LAGOON CHANNEL LIMITS AS SHOWN ON TAYLOR ENGINEERING PROJECT C2014-017, DATED SEPT 2014.
8. TOPOGRAPHIC DATA AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM AERIAL LIDAR AND HYDROLITE SONAR MITE SCANS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
9. ALL COORDINATES SHOWN HEREON ARE REFERENCED TO STATE PLANE COORDINATES SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983.
10. THE HORIZONTAL DATUM OF THIS SURVEY IS REFERENCED TO NORTH AMERICAN DATUM OF 1983 AS COORDINATED USING RTK AND CONVENTIONAL MEASUREMENT FROM UNPUBLISHED LOCAL CONTROL BENCHMARK No. 1, A 1/2" CAPPED IRON ROD, L.B. No. 3501 (NORTHING: 511279.570', EASTING: 1335222.759', ELEVATION: 4.837'), AS ESTABLISHED FROM THE UNPUBLISHED PERMANENT REFERENCE STATION AT GUSTIN, COTHERN, AND TUCKER, INC. ESTABLISHED THROUGH A STATIC GPS NETWORK UTILIZING NGS CORRS STATIONS AND EXISTING CONTROL THROUGHOUT OKALOOSA COUNTY, FLORIDA AND VERIFIED BY OBSERVATIONS OF THE PUBLISHED OPUS SHARED SOLUTION CONTROL POINT "DNC-1 1985" (NORTHING: 513110.077', EASTING: 1333636.371', ELEVATION: 28.824).
11. MEAN HIGH WATER LINES SHOWN HEREON WERE LOCATED USING RTK MEASUREMENTS CORRECTED USING CORS STATION (SEE REPORT NOTE No. 10); THE MEAN HIGH WATER ELEVATION OF 0.72 FEET NAVD 88 NTDE 1983-2001, EXTENDED FROM TIDE STATION 8729511, AS SHOWN IN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, TIDAL WATER SURVEY PROCEDURAL APPROVAL DATED 10/24/2023.
12. THIS IS NOT A BOUNDARY SURVEY.
13. THE SIGNATURE & SEAL OF THE UNDERSIGNED SURVEYOR IS CERTIFYING TO THE CORRECTNESS OF THE SURVEY AS OF THE FIELD DATE SHOWN.
14. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SKETCH, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR. NO OWNERSHIP HAS BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.

### BENCHMARK TABLE

POINT#	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	511185.061	1335332.217	4.888	TPIR 3501
5000	511118.626	1334978.963	6.572	FND 3724
5002	511565.458	1334874.938	6.416	TPIR 3501
5003	511279.570	1335222.759	4.837	TPIR 3501

### CONTROL TABLE

POINT#	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	511185.061	1335332.217	4.888	TPIR 3501
23	511209.913	1335213.525	6.329	FCM 3724
5000	511118.626	1334978.963	6.572	FND 3724

Conventional Surveying • Aerial & Bathymetric • Laser Scanning & LIDAR
**Gustin, Cothern & Tucker, Inc.**

www.gustinsurveying.com
L.B. No. 3501

Niceville, FL 32578 (850) 678-5141
Fax: (850) 729-2460

**Allen E. Tucker**  
 Date: 2023.09.18  
 Date: 13-44-36-0500  
 Date: 17 SEP 2025

DATE: 17 SEP 2025  
 © G.C.T., INC. 2025

TOPOGRAPHIC & BATHYMETRIC SURVEY  
**EAST PASS & DESTIN HARBOR  
 MAINTENANCE DREDGING**

SITUATED IN UNDIVIDED TOWNSHIP 2 SOUTH,  
 RANGE 22 WEST, CITY OF DESTIN,  
 OKALOOSA COUNTY, FLORIDA

DRAFT BY: B. WISE  
 DATE: 9/17/2025

PARCEL ID: N/A

FIELD DATE: 27 AUG 2025  
 FIELD BOOK: 25-10, PP. 66-67 (ZG)  
 DATUM: (HORIZONTAL/VERTICAL)  
 NAD 83

SURVEY TYPE: TOPOGRAPHIC

CLIENT: ANCHOR CEI, INC

SHEET: **01**  
 OF 1

PROJECT: 250254

ORDER#: 250254.01

MAP# 250254.01-01

REV: A

9/18/2025 9:14 AM BMS/E

**DEFINITIONS**

1. U.N.O.: UNLESS NOTED OTHERWISE

**ESTIMATED QUANTITIES**

1. DREDGING: 15,785 CUBIC YARDS (INCLUDES ALLOWABLE OVERDREDGING)  
BASE BID: 13,019 CUBIC YARDS  
ALTERNATE BID: 2,766 CUBIC YARDS

**GENERAL NOTES**

- 1. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS...
2. THE CONTRACTOR SHALL PLACE BARRICADES AND SIGNS INDICATING THE AREAS AND LIMITS OF CONSTRUCTION.
3. THE CONTRACTOR SHALL COORDINATE WORK HOURS WITH OWNER TO MEET PROJECT SCHEDULE REQUIREMENTS.
4. VOLUME OF MATERIAL SHALL BE DETERMINED FROM PRE-DREDGING AND POST-DREDGING SURVEY...
5. THE CONTRACTOR SHALL MAINTAIN A SET OF RECORD DRAWINGS AND SHALL KEEP A RECORD OF ALL DEVIATIONS...
6. THE CONTRACTOR SHALL PROVIDE ACCESS TO THE WORK FOR INSPECTION BY THE ENGINEER...
7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE ENGINEER AS NECESSARY FOR CONSTRUCTION INSPECTION...
8. THE CONTRACTOR SHALL PROVIDE PERSONNEL AND EQUIPMENT NECESSARY FOR THE ENGINEER TO INSPECT AND INQUIRE...
9. THE CONTRACTOR SHALL WARRANTY THE WORK FOR A MINIMUM OF ONE YEAR UNLESS CLEARLY DEFINED OTHERWISE...
10. IN THE EVENT OF A CONFLICT BETWEEN THE SPECIFICATIONS AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ADJACENT FACILITIES, STRUCTURES, AND PROPERTY...
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SHORING AND DEWATERING OF ALL OPEN EXCAVATIONS...
13. THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN EROSION AND TURBIDITY CONTROL MEASURES...
14. DRAINAGE SHALL BE CONTROLLED ONSITE...
15. ONSITE SOILS SHALL NOT BE ALLOWED TO ERODE OR OTHERWISE MOVE TO ADJACENT PROPERTIES.
16. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL AVAILABLE REGULATORY AGENCY PERMITS...
17. CONTRACTOR, AS PART OF THE BASE BID, SHALL FIELD LOCATE ALL UNDERGROUND UTILITIES...
18. CONTRACTORS, AS PART OF THE BASE BID, SHALL PROVIDE ALL COORDINATION WITH UTILITY PROVIDERS...
19. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE FOR ALL DEMOLITION OF ABOVE GROUND AND UNDERGROUND IMPROVEMENTS...
20. CONTRACTOR AND HIS SURVEYOR SHALL NOTE THE PROJECT BENCHMARK INFORMATION PROVIDED IN THE PLANS AND VERIFY PRIOR TO CONSTRUCTION.
21. ALL CONSTRUCTION PROJECTS 1 OR MORE ACRES IN SIZE THAT DISCHARGE TO OFFSITE AREAS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM...
22. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS...
23. BASE SURVEY INFORMATION INCLUDING BUT NOT LIMITED TO ELEVATIONS, EASEMENTS, RIGHTS OF WAY...
24. THIS SET OF PLANS MAY CONTAIN DRAWINGS PREPARED BY OTHER PROFESSIONALS...
25. PROTECT BENCHMARKS, PROPERTY CORNERS, AND OTHER SURVEY MONUMENTS FROM DAMAGE OR DISPLACEMENT...
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUIRED TESTING OR APPROVALS FOR ANY WORK

- (OR ANY PART THEREOF) IF LAWS OR REGULATIONS OF ANY PUBLIC BODY HAVING JURISDICTION SPECIFICALLY REQUIRE TESTING, INSPECTIONS OR APPROVAL...
27. ANY DESIGN OR TESTING LABORATORY UTILIZED BY THE CONTRACTOR SHALL BE AN INDEPENDENT LABORATORY ACCEPTABLE TO THE OWNER AND THE ENGINEER...
28. TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER...
29. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES...
30. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS...
31. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS ENCOUNTERED DURING EXCAVATION.

**PERMITS AND PERMIT CONDITIONS**

1. THE CONTRACTOR SHALL ENSURE THAT ALL PROPOSED CONSTRUCTION ACTIVITIES ARE IN STRICT COMPLIANCE WITH PERMIT CONDITIONS (INCLUDING PERMIT CONDITIONS IN THE PERMITS PROVIDED BY THE OWNER)...

**DREDGING**

- 1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, SUPPLIES, AND MATERIALS. NECESSARY TO HYDRAULICALLY DREDGE THE DESTIN HARBOR...
2. ALL AREAS TO BE DREDGED SHALL BE IN ACCORDANCE WITH THE ATTACHED CONSTRUCTION DRAWINGS...
3. THE CONTRACTOR IS PERMITTED TO OVER-DREDGE UP TO 2.0 FT BELOW THE PROPOSED BOTTOM SURFACE...
4. PAYMENT WILL BE MADE FOR UP TO 2 FT OF OVER-DREDGING...
5. DREDGING EQUIPMENT SHALL BE CAPABLE OF DREDGING ACCURATELY WITHOUT OVERDREDGING...
6. THE DREDGING SHALL BE PERFORMED THROUGH HYDRAULIC METHODS...
7. DREDGED MATERIAL SHALL BE PROPERLY HANDLED AND PLACED IN ACCORDANCE WITH PERMITS AND OWNER REQUIREMENTS.
8. SHOULD THE CONTRACTOR ENCOUNTER UNSUITABLE MATERIAL DURING DREDGING OPERATIONS...
9. THE CONTRACTOR SHALL SECURE APPROVAL FOR ANY PROPOSED PIPELINE ROUTES...
10. THE CONTRACTOR SHALL MAINTAIN HIS PIPELINES SO AS TO ALLOW CONTINUOUS BOAT ACCESS...
11. IN THE EVENT THE CONTRACTOR ELECTS TO SUBMERGE HIS PIPELINE...
12. SHOULD THE CONTRACTOR'S PIPELINE NOT REST AT THE BOTTOM...
13. THE CONTRACTOR SHALL DISPLAY SIGNAL LIGHTS AND CONDUCT OPERATIONS IN ACCORDANCE WITH THE GENERAL REGULATIONS OF THE DEPARTMENT OF THE ARMY...
14. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER THAT MATERIAL OR OTHER DEBRIS IS NOT PUSHED OUTSIDE OF DREDGING LIMITS...
15. THIS PROJECT MAY REQUIRE DREDGING IN THE VICINITY OF EXISTING TERMINAL PIERS, PILES, BULKHEADS, AND OTHER STRUCTURES AND PROPERTY.

- TO CONTROL THE DREDGE IN THE VICINITY OF PROPERTY AND STRUCTURES...
16. THE CONTRACTOR SHALL PROMPTLY RECOVER AND REMOVE ANY MATERIAL, PLANT, MACHINERY, OR APPLIANCE WHICH THE CONTRACTOR LOOSES...
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INVESTIGATING AND VERIFYING THE LOCATIONS AND DEPTHS OF ALL UTILITY CROSSINGS...
18. CONTRACTOR MAY ENCOUNTER SOLID WASTE (TIRES, CANS, BOTTLES, FIBROUS PLANT MATERIAL, BOARDS AND OTHER DEBRIS) WITHIN THE DREDGING TEMPLATE...
19. CONTRACTOR SHALL ENSURE THAT ALL POSSIBLE MEASURES ARE EMPLOYED TO REDUCE THE AMOUNT OF NOISE PRODUCED BY HIS OPERATIONS...
20. THE CONTRACTOR SHALL ENSURE THAT ALL WORK LIGHTS (AS OPPOSED TO SAFETY LIGHTING) ARE SHIELDED TO PREVENT THEM FROM SHINING ON RESIDENTIAL PROPERTY...
21. THROUGHOUT ALL PHASES OF THE PROJECT, THE CONTRACTOR SHALL REMAIN RESPONSIBLE FOR INSURING THAT ALL WORK COMPLIES WITH THE REQUIREMENTS SPECIFIED IN THE PROJECT'S STATE AND FEDERAL PERMITS...
22. FAILURE TO MEET THE REQUIREMENTS OF THE PROJECT PERMITS AND/OR THESE SPECIFICATIONS FOR ENVIRONMENTAL PROTECTION MAY RESULT IN WORK STOPPAGES OR TERMINATION FOR DEFAULT.

**DREDGING SUBMITTALS-PRECONSTRUCTION**

- 1. DREDGING WORK PLAN: WITHIN 7 CALENDAR DAYS AFTER NOTICE OF AWARD...
2. UTILITY SURVEY: THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES...
3. NOTICE OF INTENT TO DREDGE: PRIOR TO THE COMMENCEMENT OF WORK ON THIS CONTRACT...
4. NOTIFICATION OF AIDS RELOCATION: UNLESS EXPRESSLY STATED IN THE PROJECT DRAWINGS...
5. DREDGE LOCATION CONTROL: THE CONTRACTOR SHALL CONTINUOUSLY OPERATE ELECTRONIC POSITIONING EQUIPMENT ON THE DREDGE THAT WILL ACCURATELY COMPUTE AND PLOT THE DREDGE'S POSITION...
6. DREDGING SUBMITTALS-CONSTRUCTION

**DREDGING SUBMITTALS-CONSTRUCTION**

- 1. DAILY REPORT OF OPERATIONS: FOR EACH 24-HOUR PERIOD OF DREDGING OPERATIONS...
2. THE CONTRACTOR SHALL PREPARE AND SUBMIT TO ENGINEER ONE COPY OF THE DAILY REPORT OF OPERATIONS SHOWING THE PROGRESS OF THE DREDGING...
3. THE CONTRACTOR SHALL PREPARE A PLOT OF THE DATA THAT INCLUDES THE STATE PLANE COORDINATE GRID SYSTEM AND THE AUTHORIZED DREDGING LIMITS...
4. THE CONTRACTOR SHALL SUPPLY ALL LABOR, EQUIPMENT, PLANT, SUPPLIES AND MATERIAL TO PLACE THE DREDGED MATERIAL IN THE PROPOSED FILL AREAS AS APPROVED BY THE OWNER AND ENGINEER...
5. THE CONTRACTOR SHALL REMOVE ANY MATERIAL DEPOSITED OUTSIDE OF THE DESIGNATED FILL AREAS IN THE DRAWINGS.

**PLACEMENT OF DREDGED MATERIALS**

- 1. THE CONTRACTOR SHALL SUPPLY ALL LABOR, EQUIPMENT, PLANT, SUPPLIES AND MATERIAL TO PLACE THE DREDGED MATERIAL IN THE PROPOSED FILL AREAS AS APPROVED BY THE OWNER AND ENGINEER...
2. THE CONTRACTOR SHALL MAINTAIN AND PROTECT THE FILL IN A SATISFACTORY CONDITION AT ALL TIMES.
3. THE CONTRACTORS PLACEMENT METHODS SHALL ACCOUNT FOR THE TIDAL CURRENTS AND WAVES ALONG THE NORTHERN PORTION OF THE PROJECT AREA...
4. THE BEACH SHALL BE CONSTRUCTED IN A UNIFORM MANNER TO REDUCE LOSSES OF DREDGE MATERIAL FROM THE BEACH FILL TEMPLATE...
5. THE BEACH SHALL BE FREE OF CLAY LENSES, ROCK, OR SILT POCKETS...
6. GRADING AND OTHER CONSTRUCTION EQUIPMENT WILL NOT BE PERMITTED OUTSIDE THE PROJECT BOUNDARY...
7. GRADE STAKES AND ANY OTHER STAKES FOR ANY PURPOSE SHALL BE MADE OF STEEL PIPE...
8. GROINS, BULKHEADS, REVETMENTS, PIERS, BREAKWATERS, OR OTHER STRUCTURES WITHIN THE FILL SECTION SHALL BE PROTECTED BY THE CONTRACTOR...
9. A TOLERANCE OF 0.5 FT BELOW AND 0.5 FT ABOVE THE PRESCRIBED BERM GRADE AND SLOPES...
10. ALL BEACH FILL WORK SHALL BE CONFINED TO THE CONTRACTORS WORK AREA...
11. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN PEDESTRIAN ACCESS TO THE BEACH AREA...
12. THE CONTRACTOR SHALL NOT DAMAGE EXISTING VEGETATION AROUND THE BEACH FILL AREA...
13. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS...
14. UNIFORMLY SMOOTH GRADE THE SITE. DEPRESSIONS FROM SETTLEMENT SHALL BE FILLED AND COMPACTED.

- 2. PRIOR TO PLACEMENT OF FILL, THE CONTRACTOR SHALL REMOVE FROM THE SITE OF THE WORK ALL SNAGS, DRIFTWOOD, AND SIMILAR DEBRIS LAYING WITHIN THE FILL LIMITS...
3. THE CONTRACTOR SHALL PROVIDE QUALIFIED PERSONNEL TO MONITOR, SCHEDULE AND CONTROL THE PLACEMENT OF DREDGED MATERIAL ON NORRIEGO POINT...
4. THE CONTRACTOR SHALL LOCATE THE PIPELINE DISCHARGE POINT AS FAR LANDWARD AS PRACTICAL...
5. THE BEACH SHALL BE CONSTRUCTED IN A UNIFORM MANNER TO REDUCE LOSSES OF DREDGE MATERIAL FROM THE BEACH FILL TEMPLATE...
6. THE CONTRACTORS PLACEMENT METHODS SHALL ACCOUNT FOR THE TIDAL CURRENTS AND WAVES ALONG THE NORTHERN PORTION OF THE PROJECT AREA...
7. THE FILL SHALL BE FREE OF CLAY LENSES, ROCK, OR SILT POCKETS...
8. GRADING AND OTHER CONSTRUCTION EQUIPMENT WILL NOT BE PERMITTED OUTSIDE THE PROJECT BOUNDARY...
9. GRADE STAKES AND ANY OTHER STAKES FOR ANY PURPOSE SHALL BE MADE OF STEEL PIPE...
10. GROINS, BULKHEADS, REVETMENTS, PIERS, BREAKWATERS, OR OTHER STRUCTURES WITHIN THE FILL SECTION SHALL BE PROTECTED BY THE CONTRACTOR...
11. IMMEDIATELY FOLLOWING PLACEMENT OF THE NEW BEACH FILL...
12. A TOLERANCE OF 0.5 FT BELOW AND 0.5 FT ABOVE THE PRESCRIBED BERM GRADE AND SLOPES...
13. ALL BEACH FILL WORK SHALL BE CONFINED TO THE CONTRACTORS WORK AREA...
14. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN PEDESTRIAN ACCESS TO THE BEACH AREA...
15. THE CONTRACTOR SHALL NOT DAMAGE EXISTING VEGETATION AROUND THE BEACH FILL AREA...
16. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS...
17. UNIFORMLY SMOOTH GRADE THE SITE. DEPRESSIONS FROM SETTLEMENT SHALL BE FILLED AND COMPACTED.

**GRADING**

- 1. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS...
2. UNIFORMLY SMOOTH GRADE THE SITE. DEPRESSIONS FROM SETTLEMENT SHALL BE FILLED AND COMPACTED.



Bryan Osborn, PE  
FL License No.: 79622

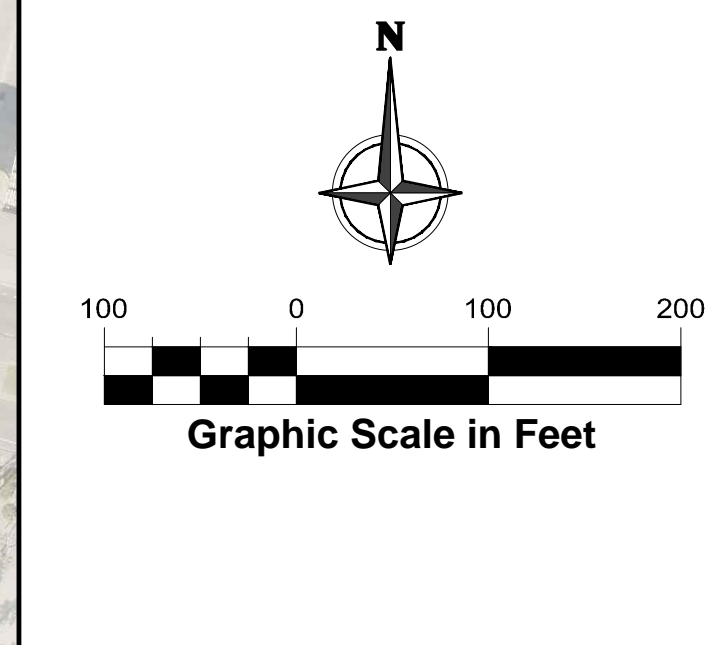
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Designed: B.OSBORN  
Drawn: T.NEWMAN  
Checked: B.OSBORN  
Job No.: 1025.001  
Date: 11/18/2025

GENERAL NOTES  
NORRIEGO POINT HARBOR RESTORATION  
DESTIN / OKALOOSA / FL

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No.  
CE0.2



**Anchor CEI**  
 Engineering that works.  
 P. 850.215.1286 • F. 850.215.1286  
 450 Magnolia Avenue, Panama City, FL 32401  
 CA Number: 31422

Brian Osborn, PE  
 FL License No.: 79822

No.	Date	Revision

Designed: B.OSBORN  
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**EXISTING CONDITIONS**  
**NORRIEGO POINT HARBOR RESTORATION**  
 DESTIN / OKALOOSA / FL

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Sheet No.  
**GE1.0**

**Sunshine811**  
 Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.  
 Check positive response codes before you dig!



N

120 0 120 240

**Graphic Scale in Feet**

**LEGEND:**

- PROPOSED DREDGING AREA
- PROPOSED FILL AREA
- SECTION VIEW EVERY 100'

**ESTIMATED QUANTITIES:**

DREDGE :15,784.59 CY (INCLUDES ALLOWABLE OVERDREDGING)  
 FILL: 14,620.52 CY



Brian Osborn, PE  
 FL License No.: 79822

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**DREDGE PLAN**

**NORRIEGO POINT HARBOR RESTORATION**

DESTIN / OKALOOSA / FL

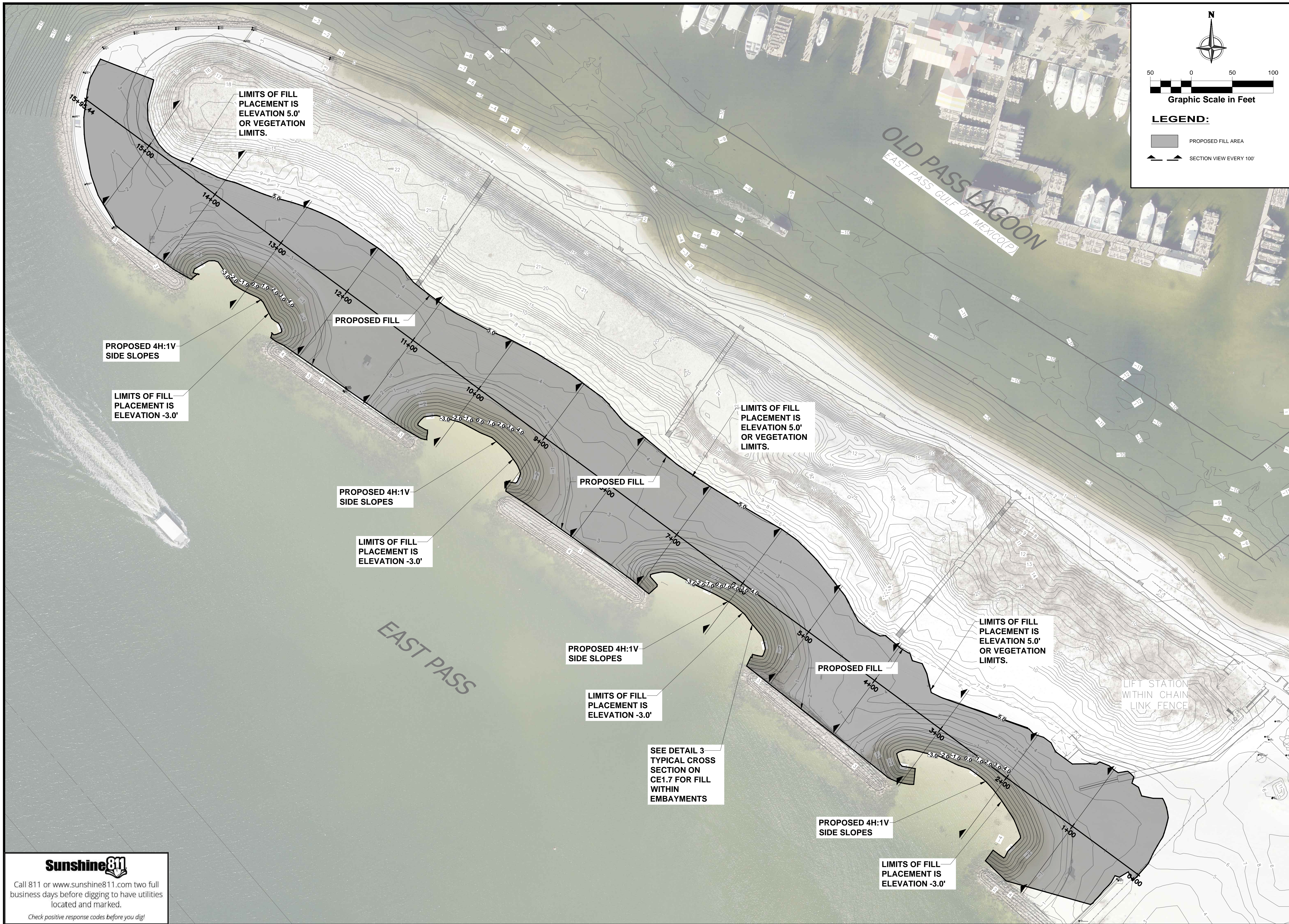
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Sheet No.  
**CE1.1**

**Sunshine811**

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

*Check positive response codes before you dig!*



N

50 0 50 100

Graphic Scale in Feet

**LEGEND:**

- PROPOSED FILL AREA
- SECTION VIEW EVERY 100'

**Anchor CEI**  
Engineering that works.

P. 850.215.1285 • F. 850.215.1286  
450 Magnolia Avenue, Panama City, FL 32401  
CA Number: 31422

Brian Osborn, PE  
FL License No.: 79822

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**FILL & EXCAVATION PLAN**  
**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

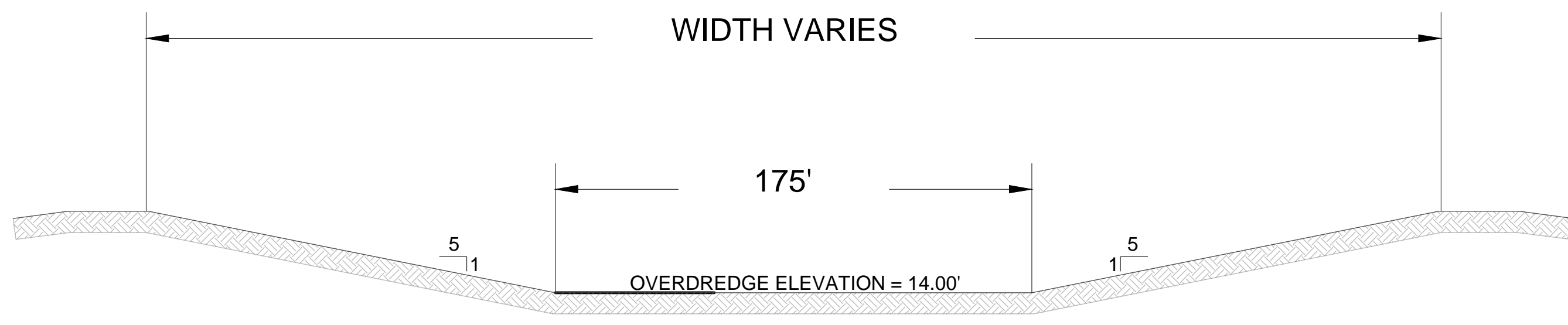
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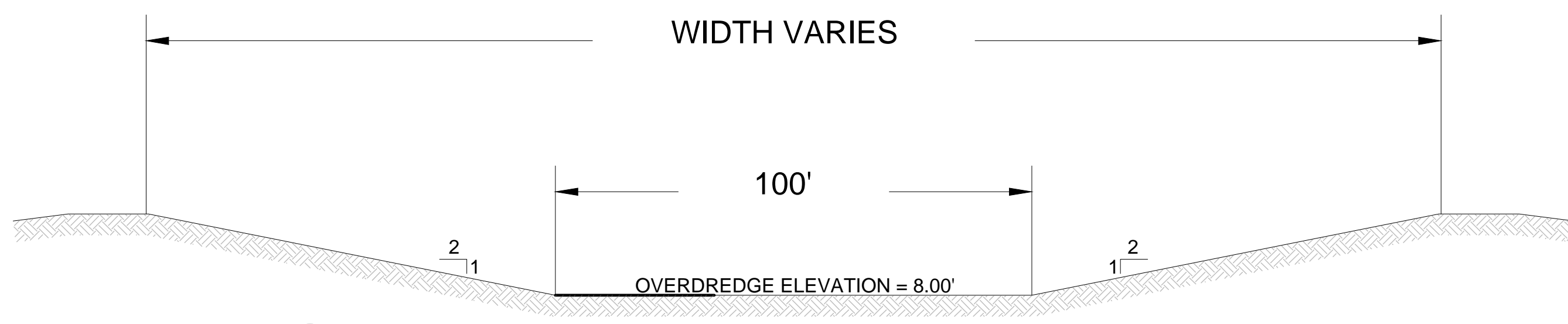
**Sunshine811**

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

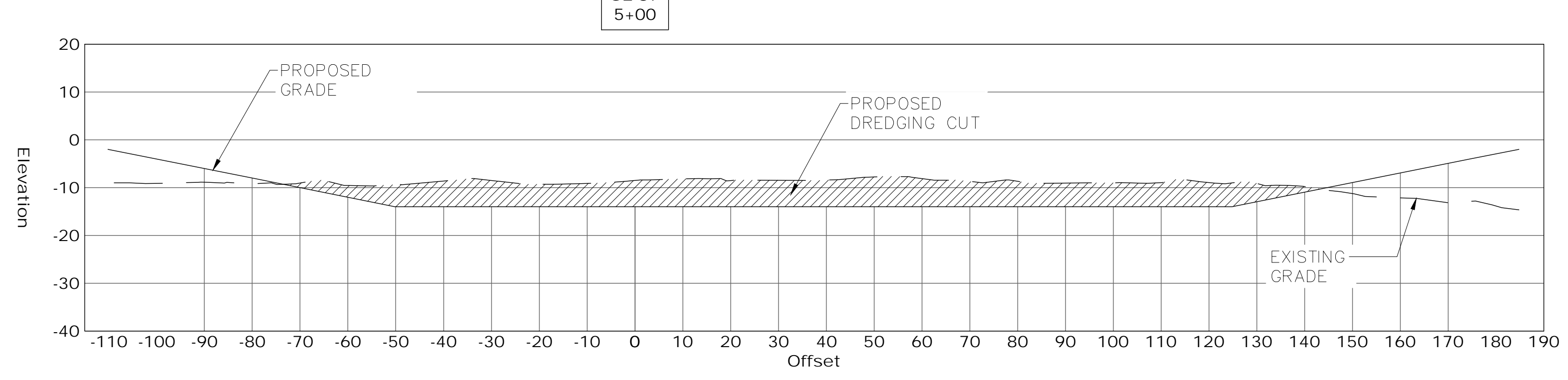
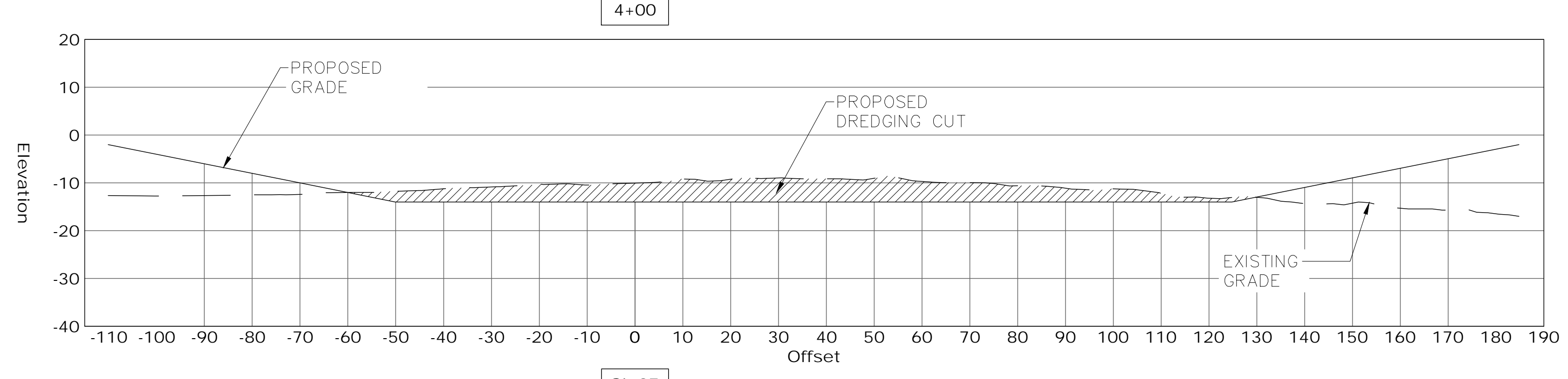
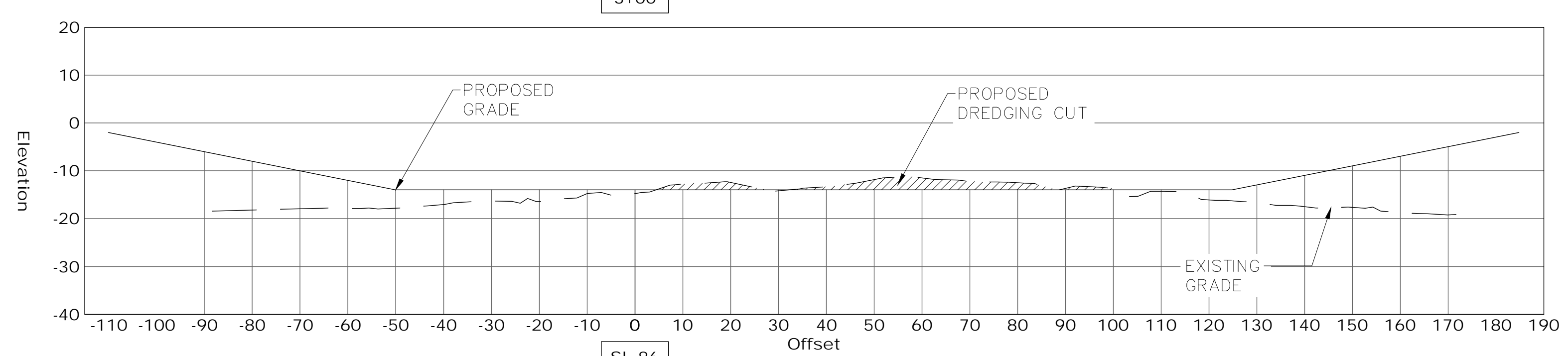
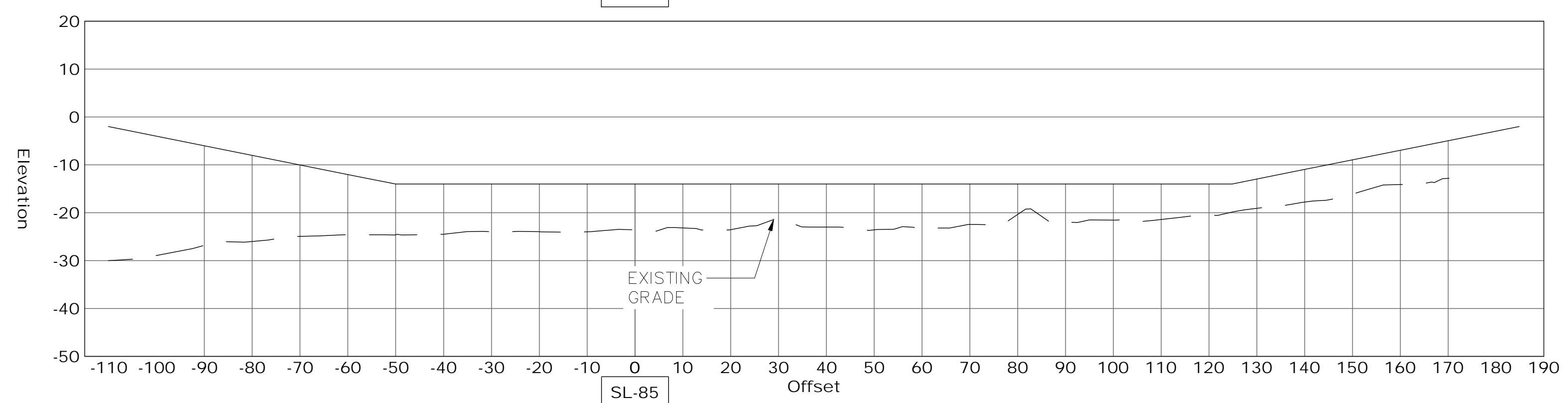
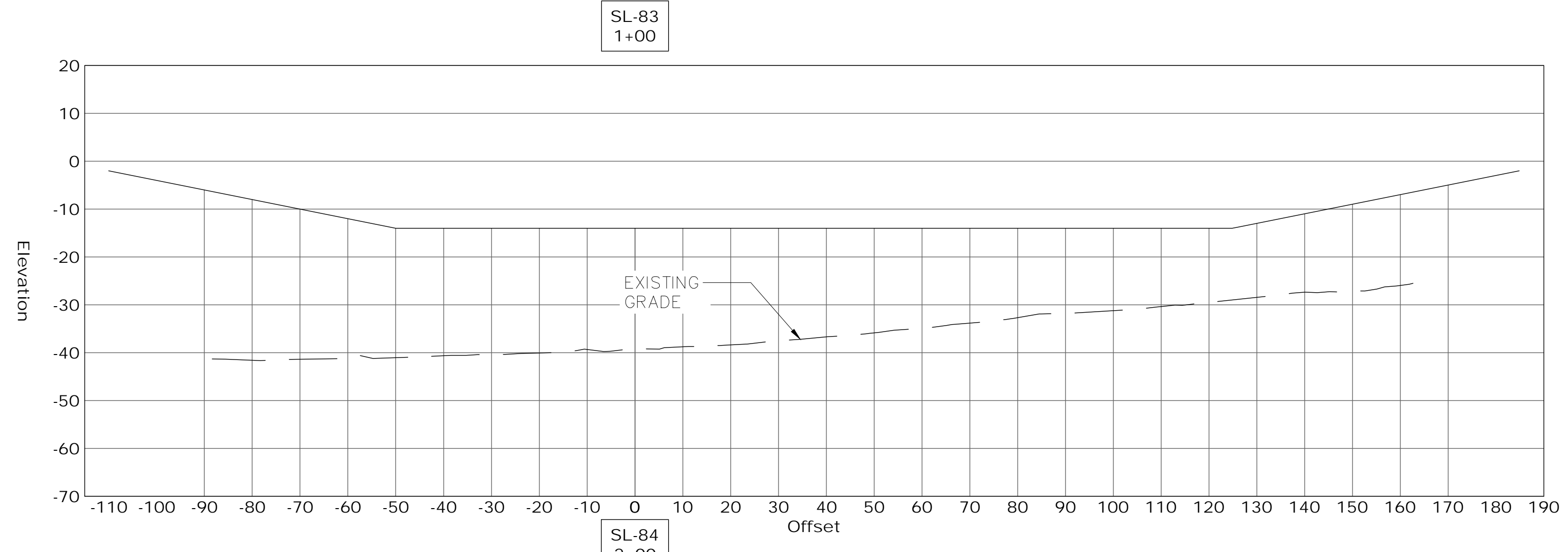
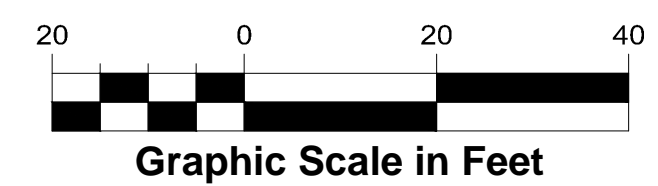
Check positive response codes before you dig!



**1**  
**CE1.3**  
**DREDGING TYPICAL CROSS SECTION**  
**FROM STA. 0+00 TO STA. 13+00 DETAIL**  
N.T.S.



**2**  
**CE1.3**  
**DREDGING TYPICAL CROSS SECTION**  
**FROM STA. 13+00 TO STA. 41+22.18 DETAIL**  
N.T.S.

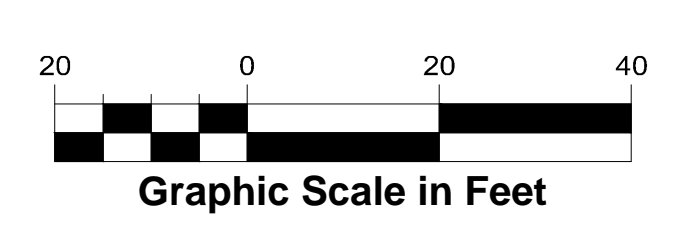
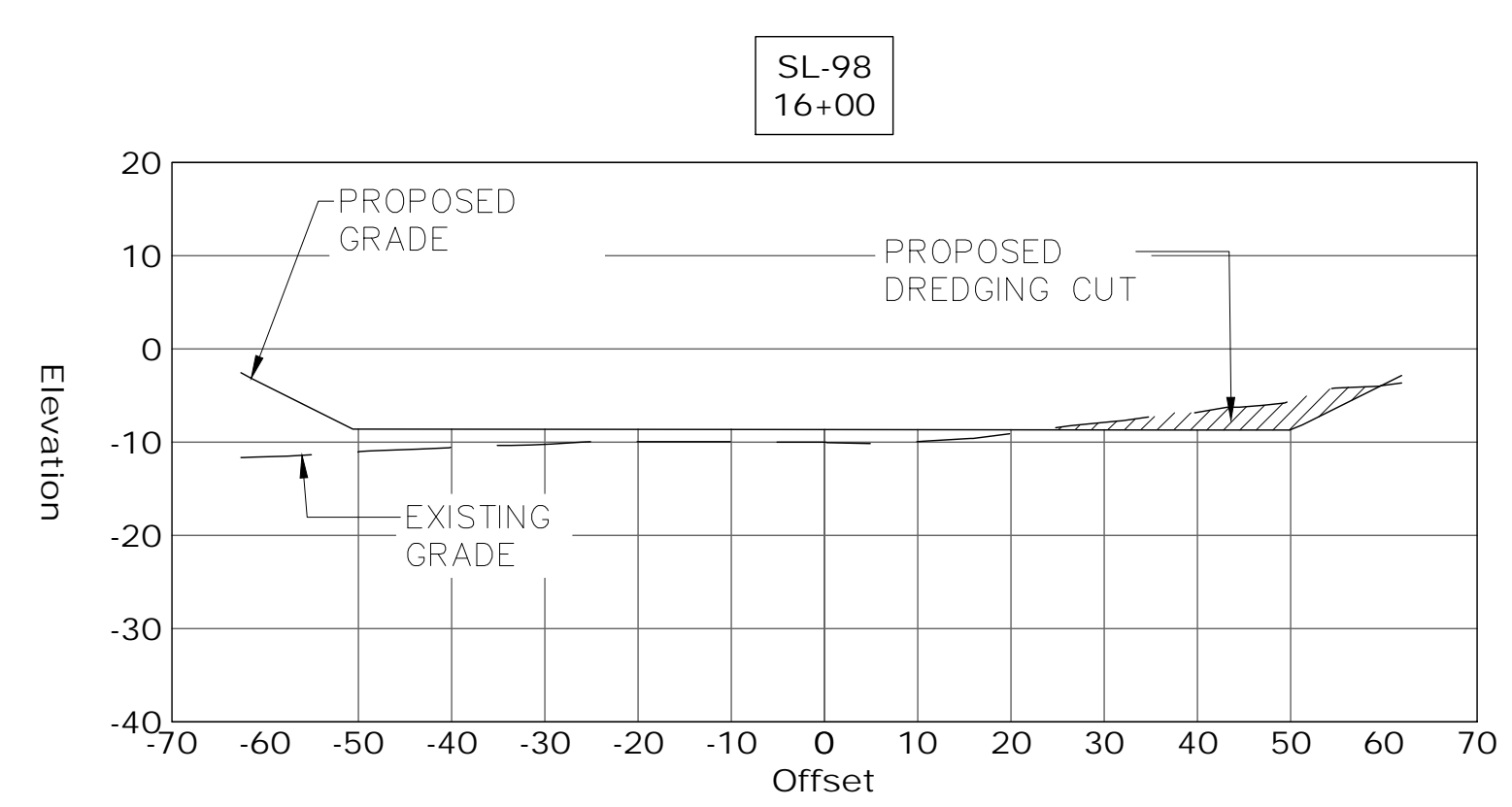
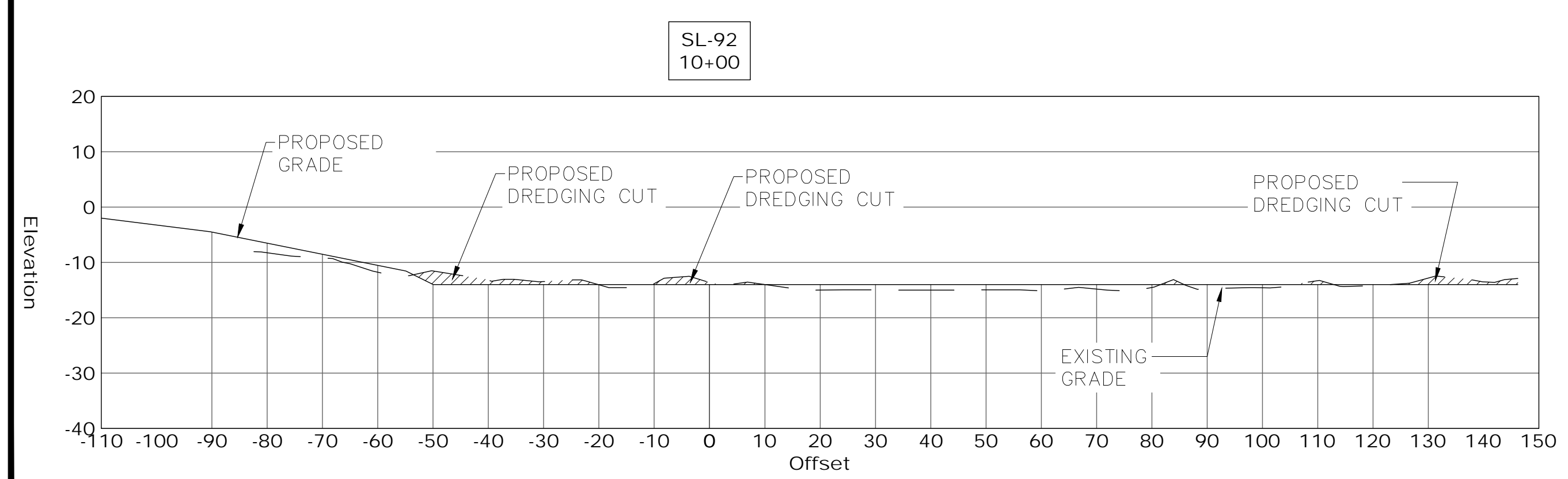
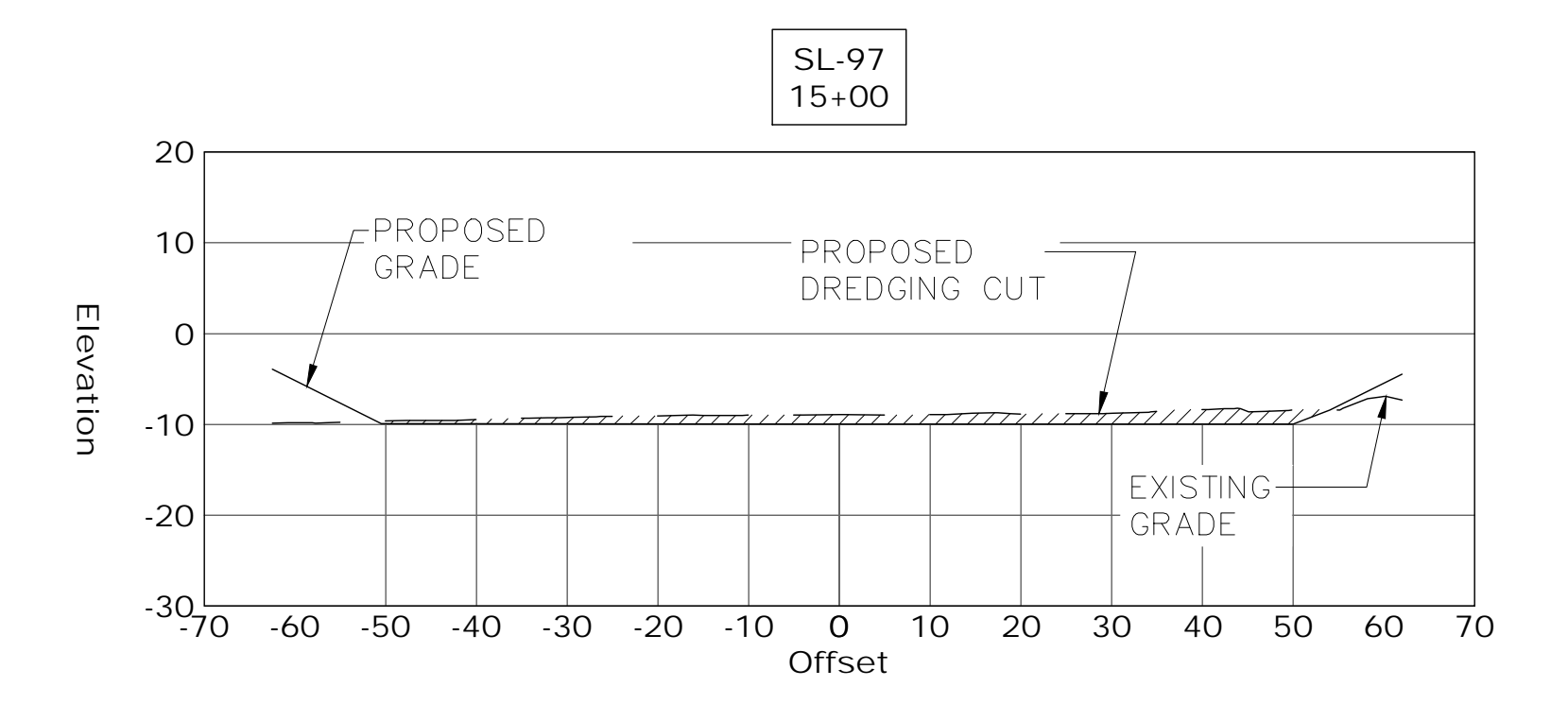
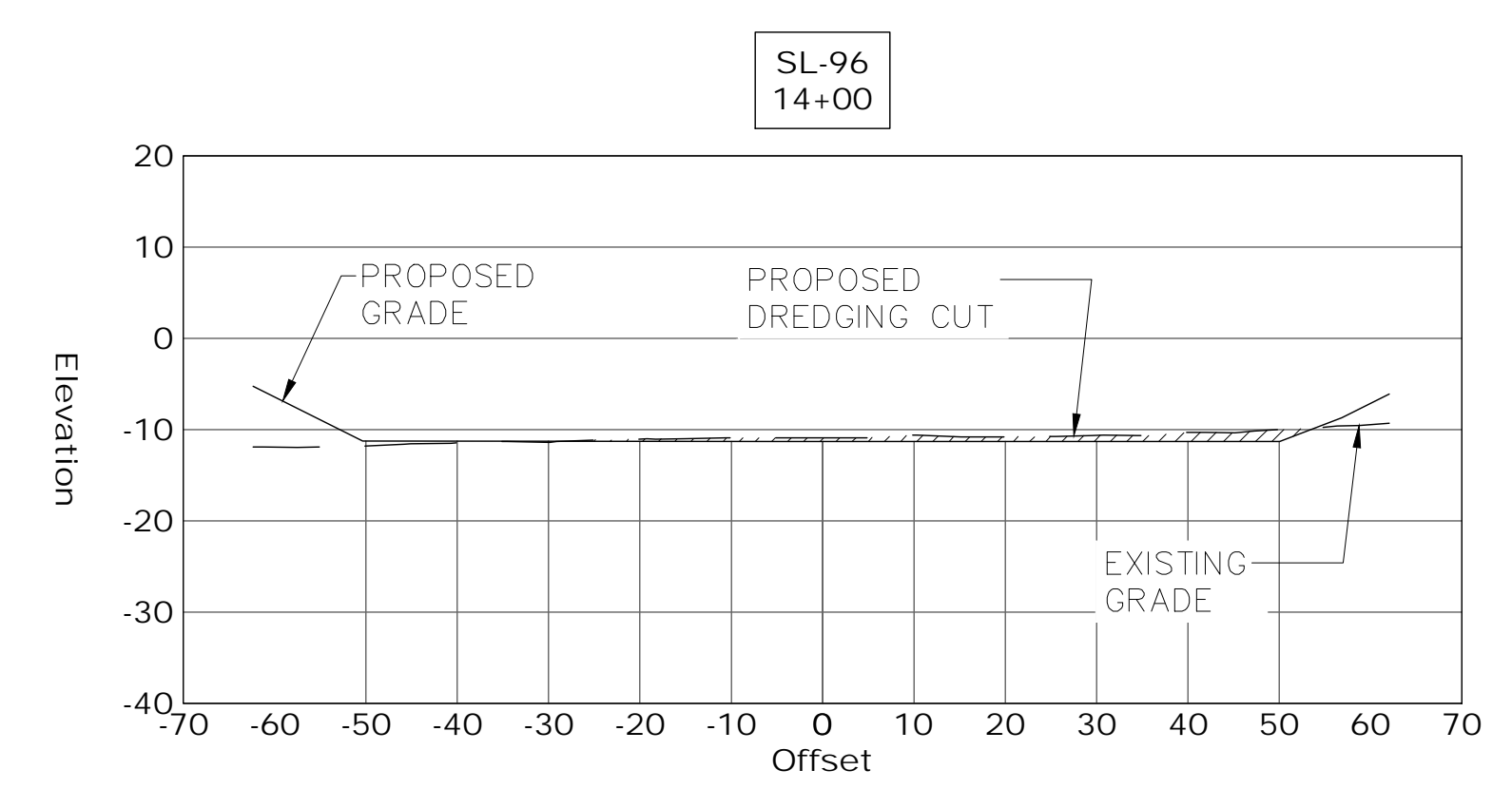
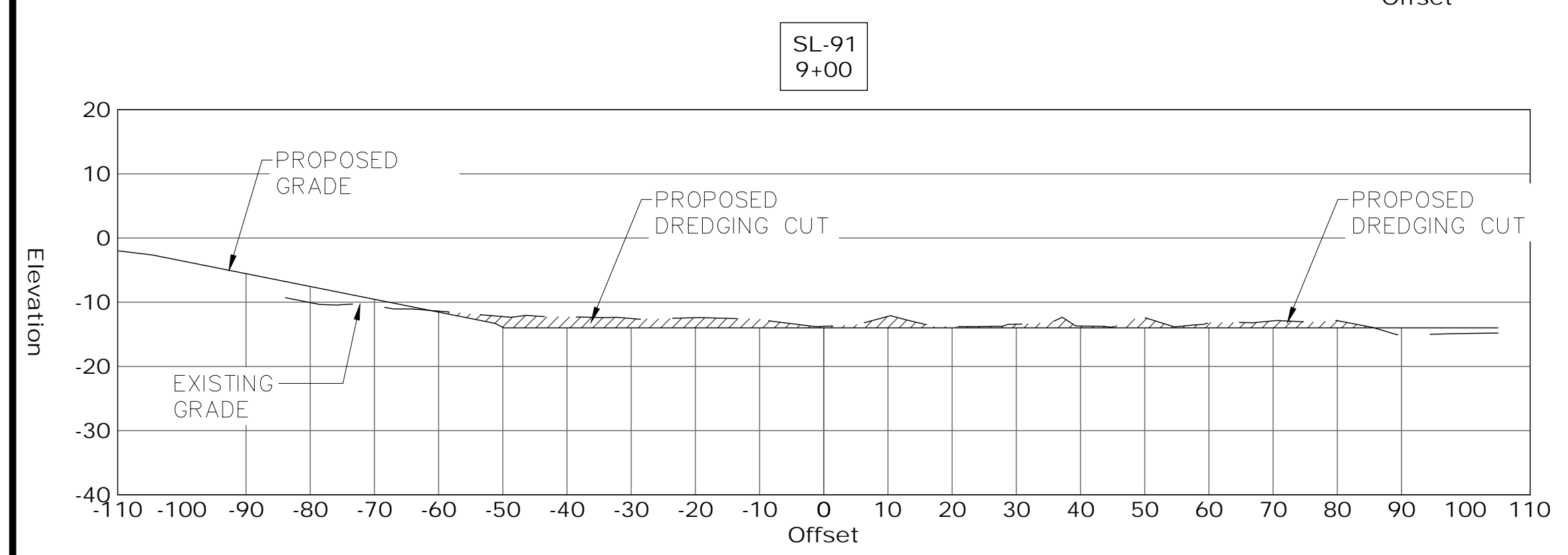
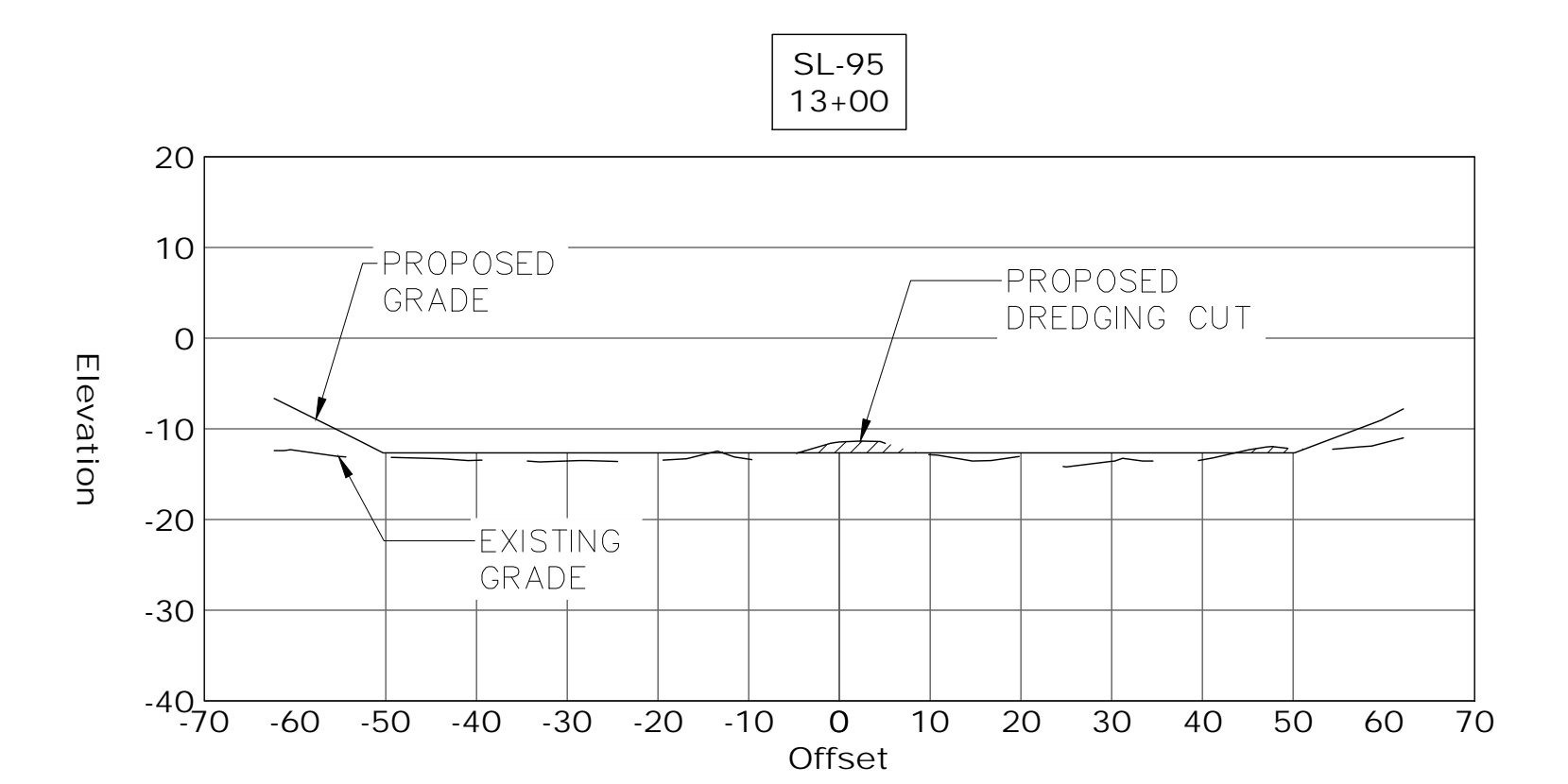
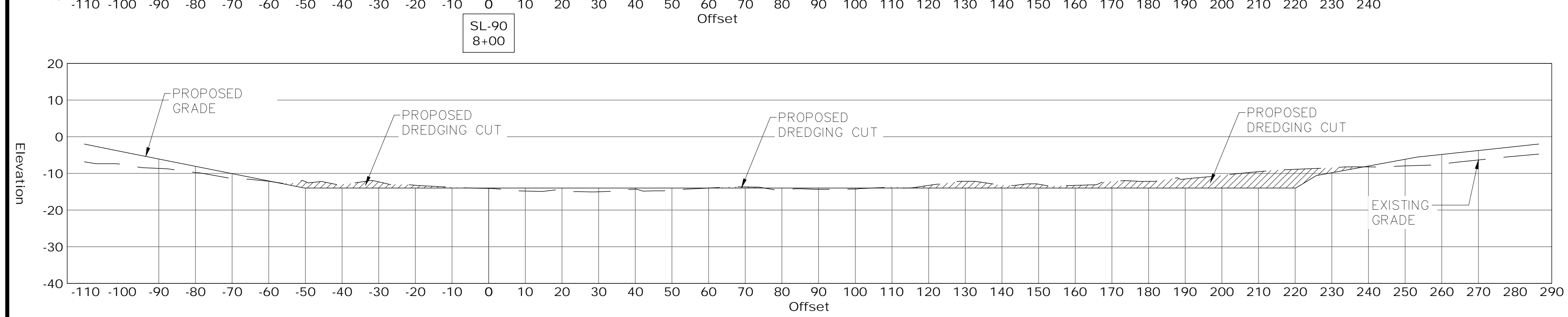
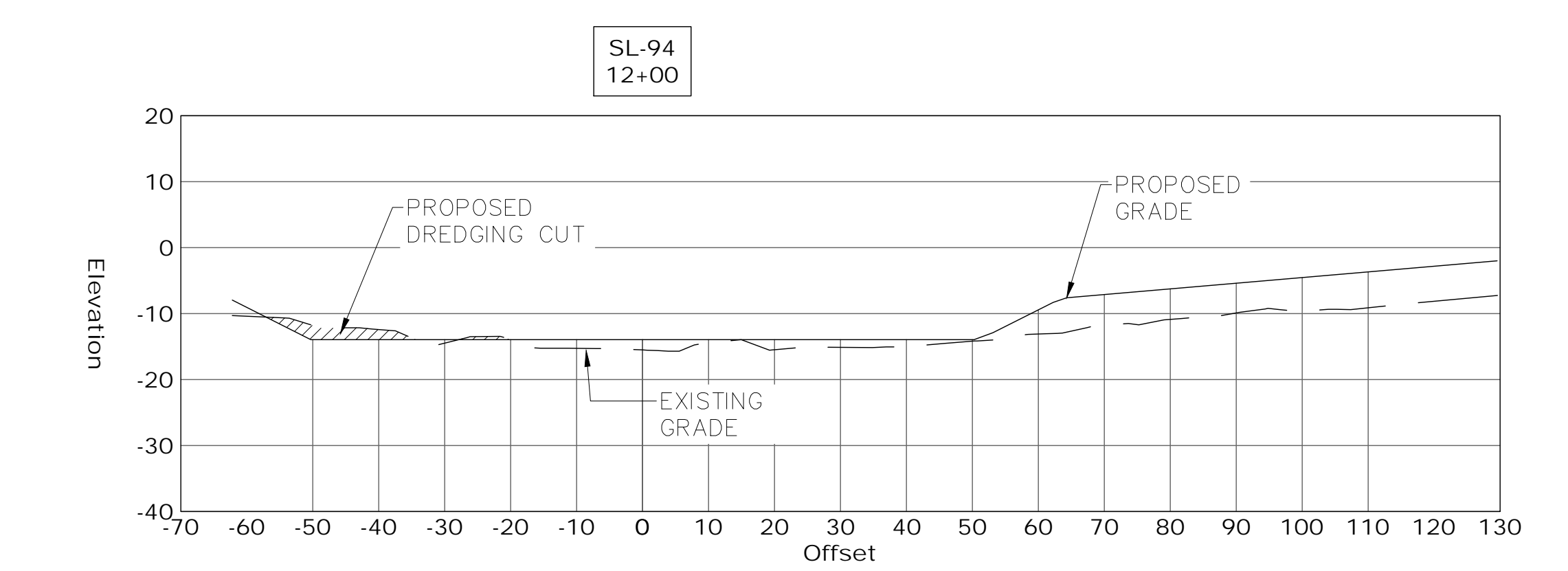
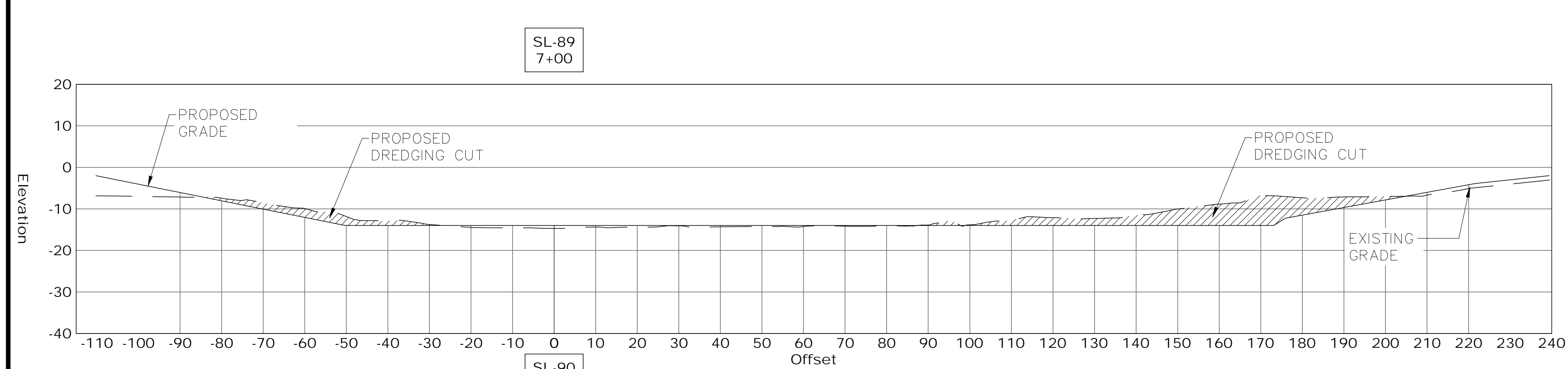
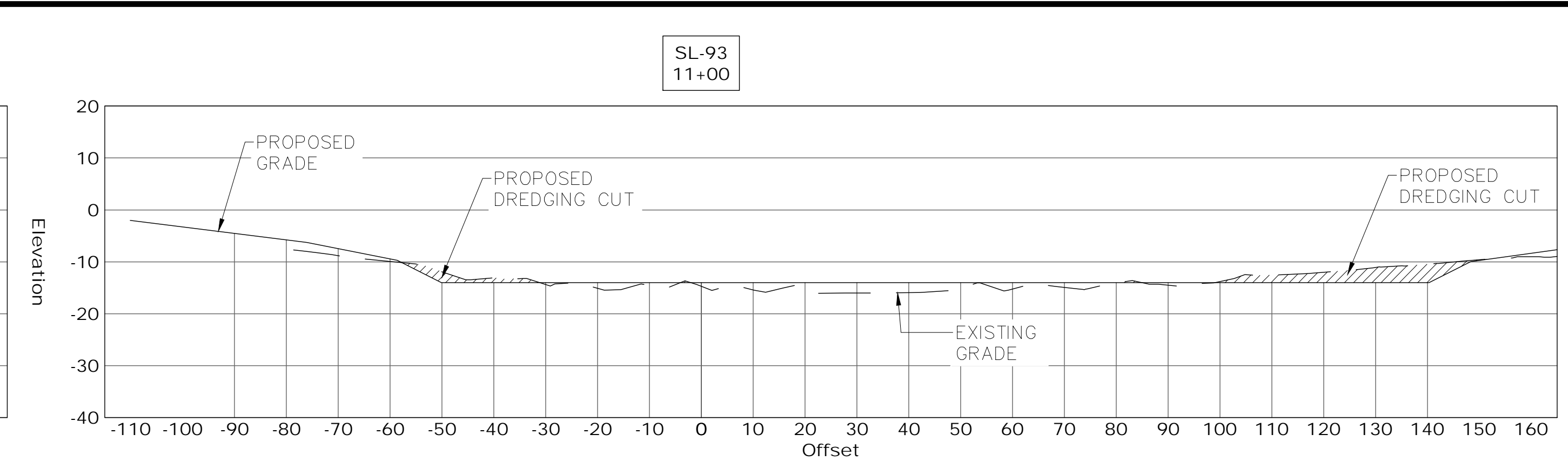
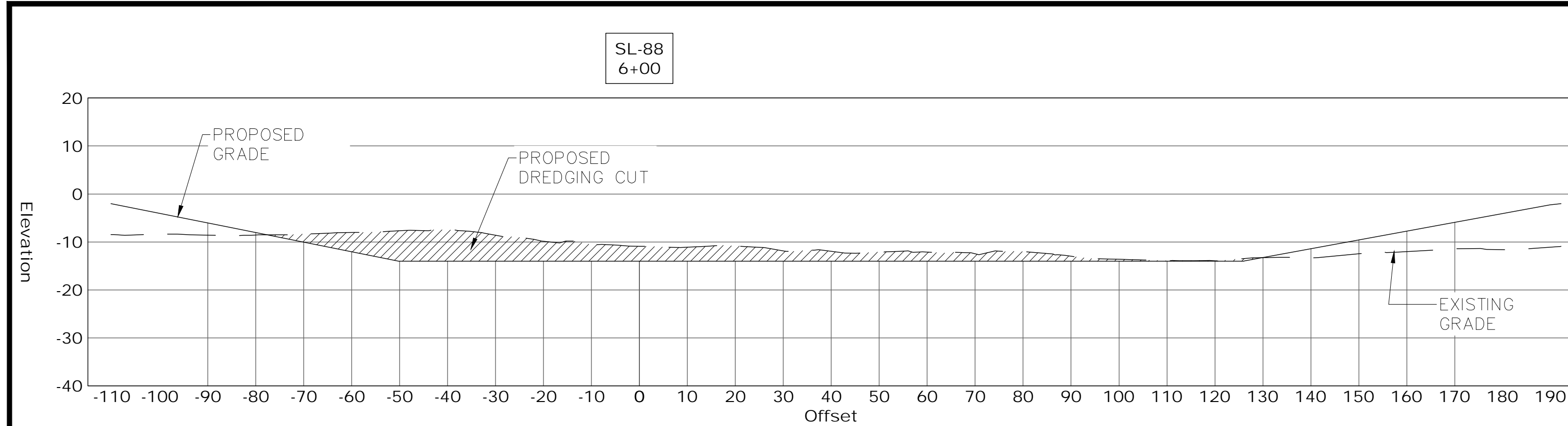


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**DREDGE SECTIONS**  
**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

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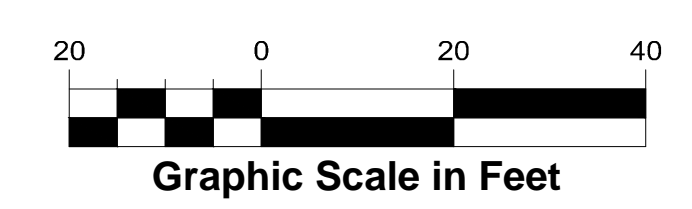
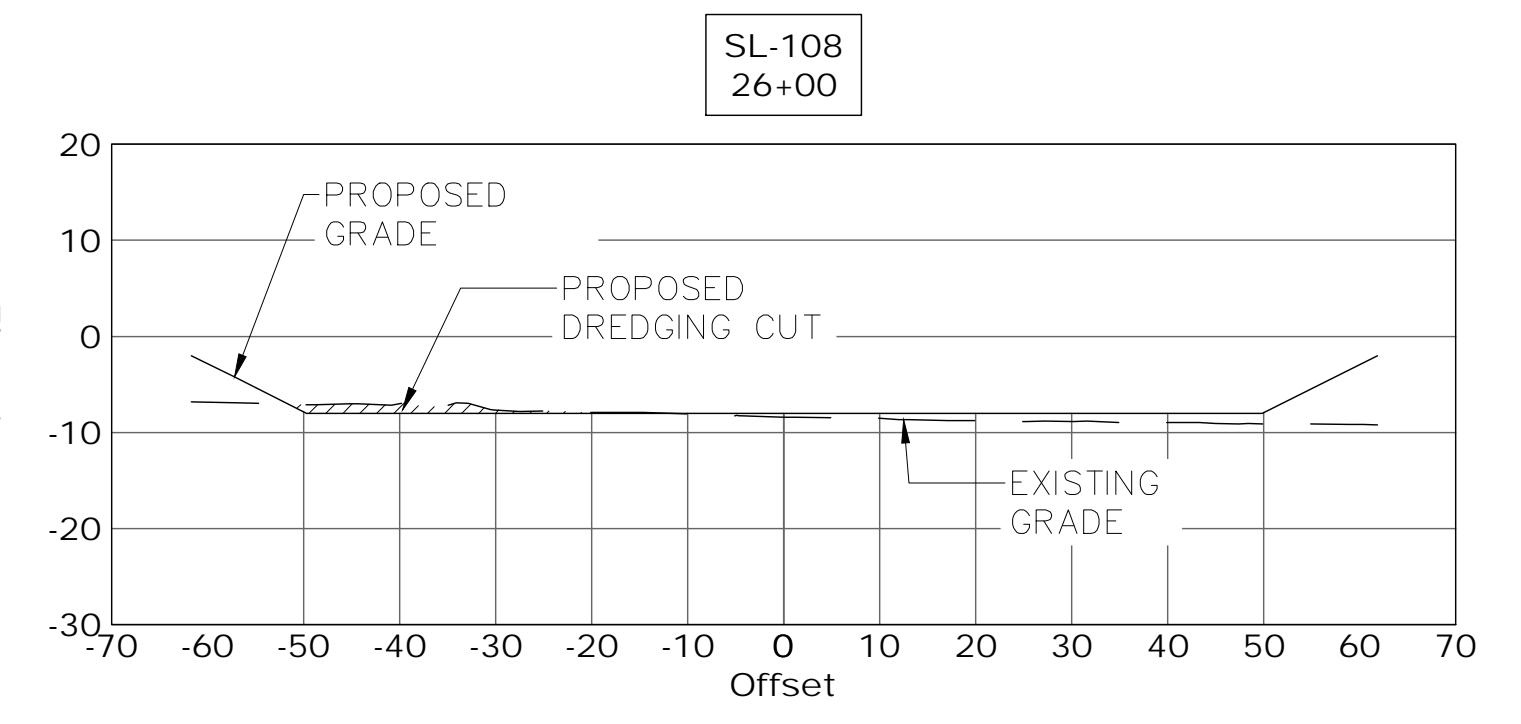
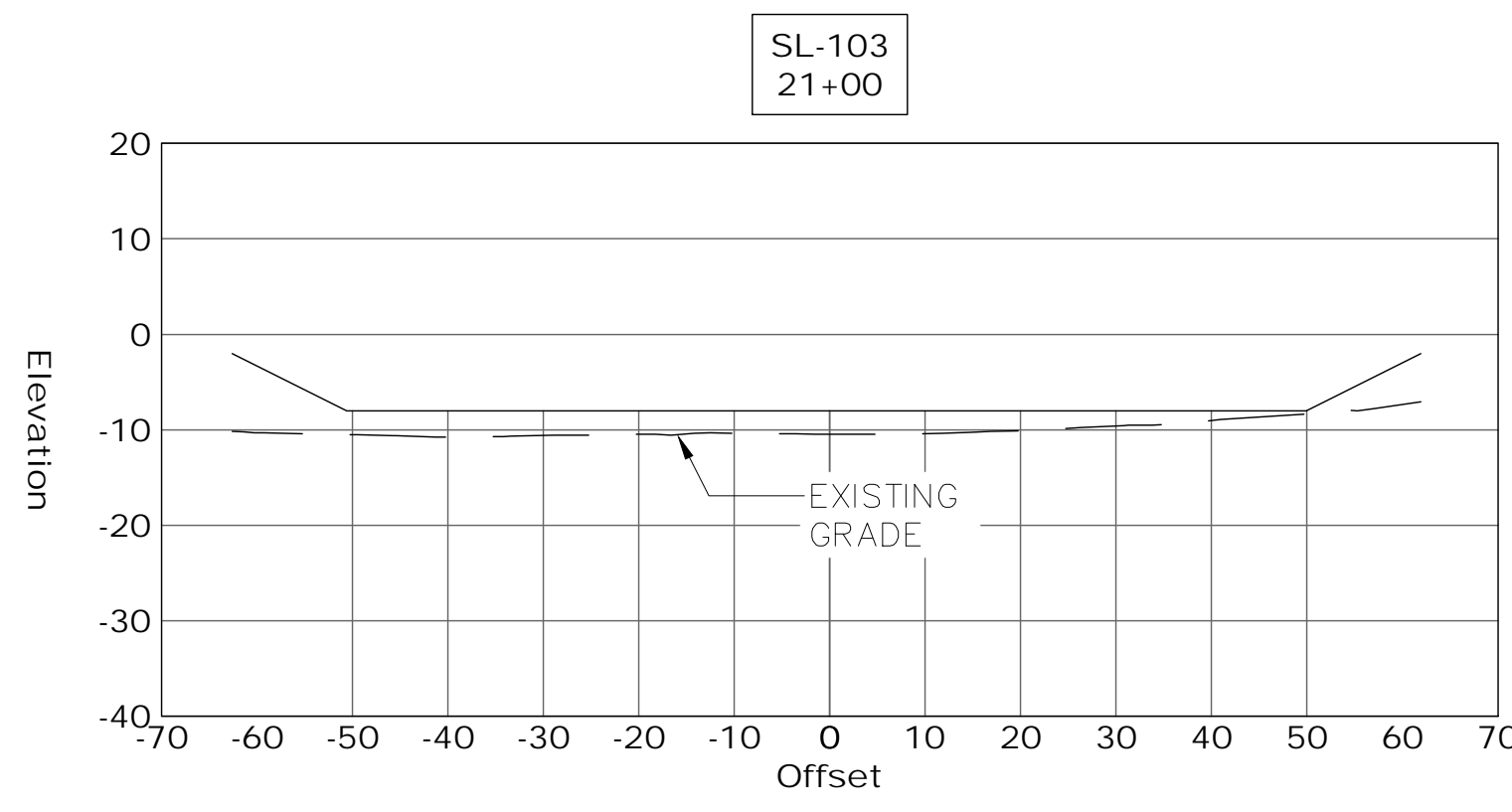
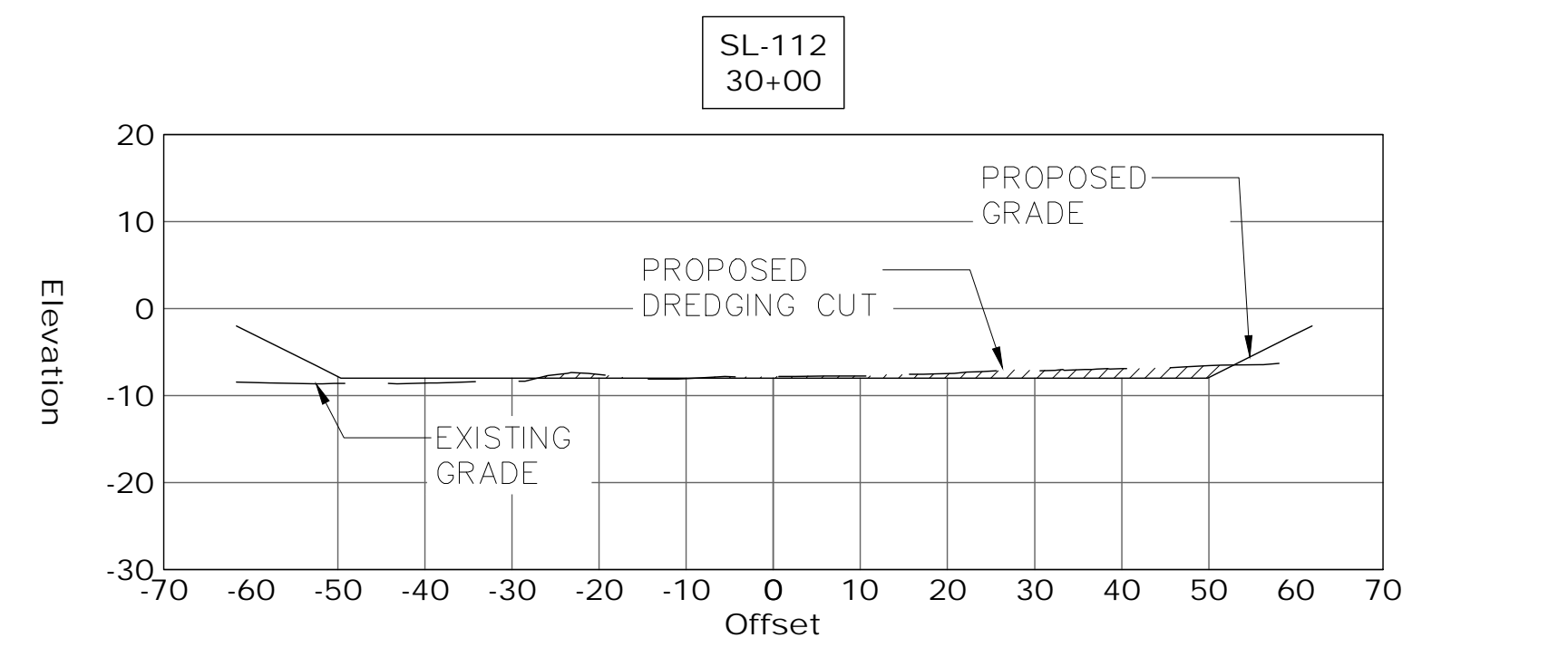
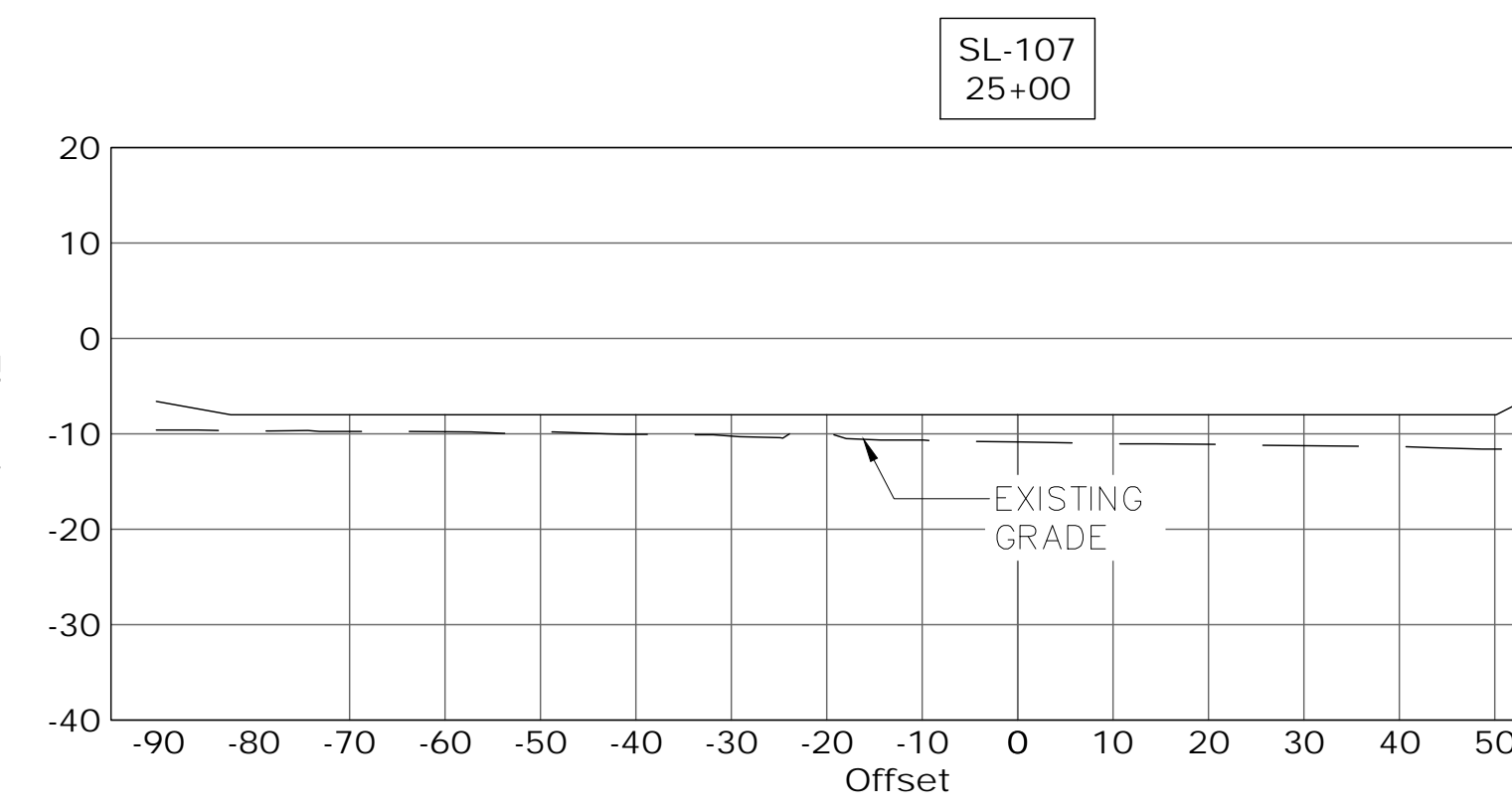
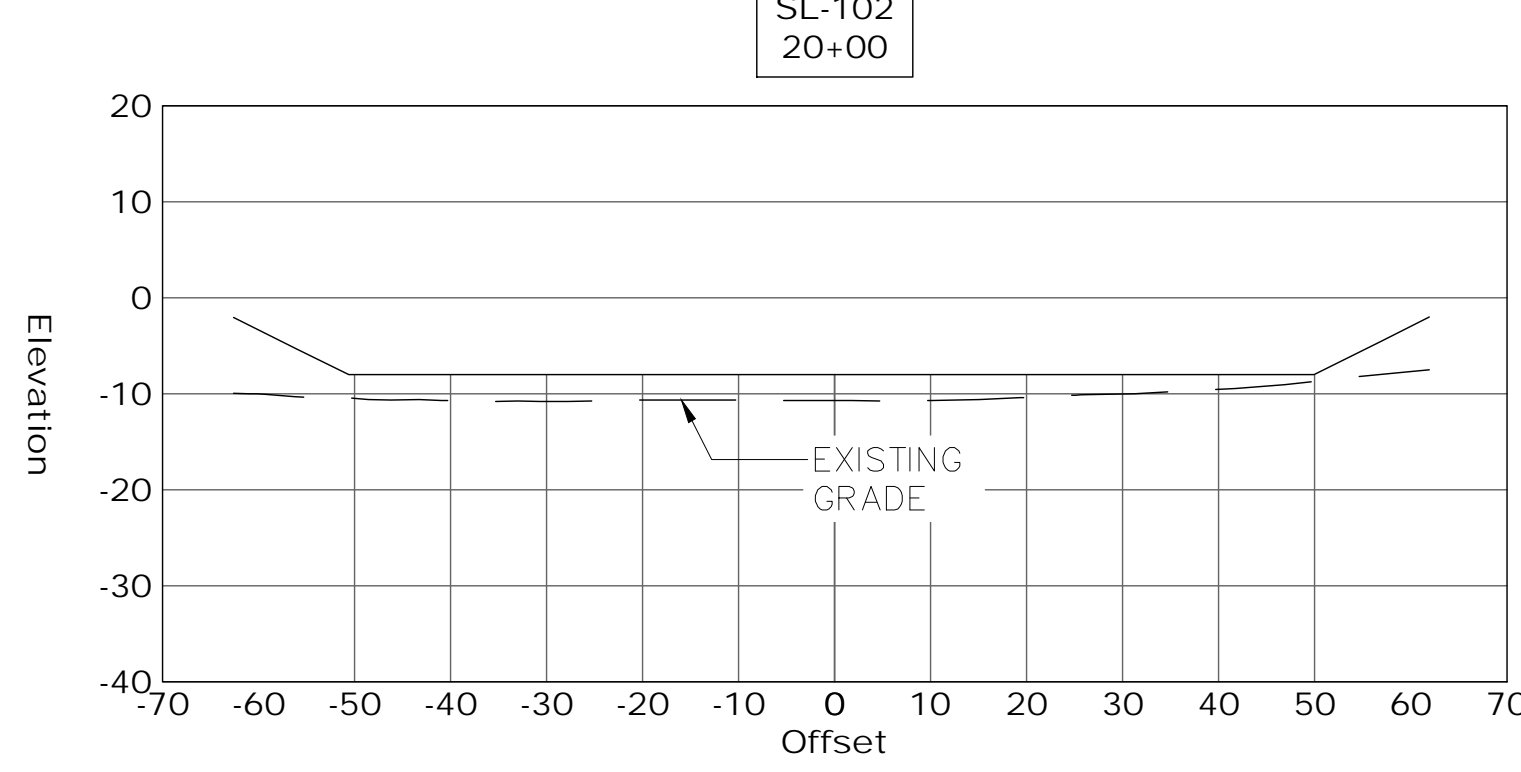
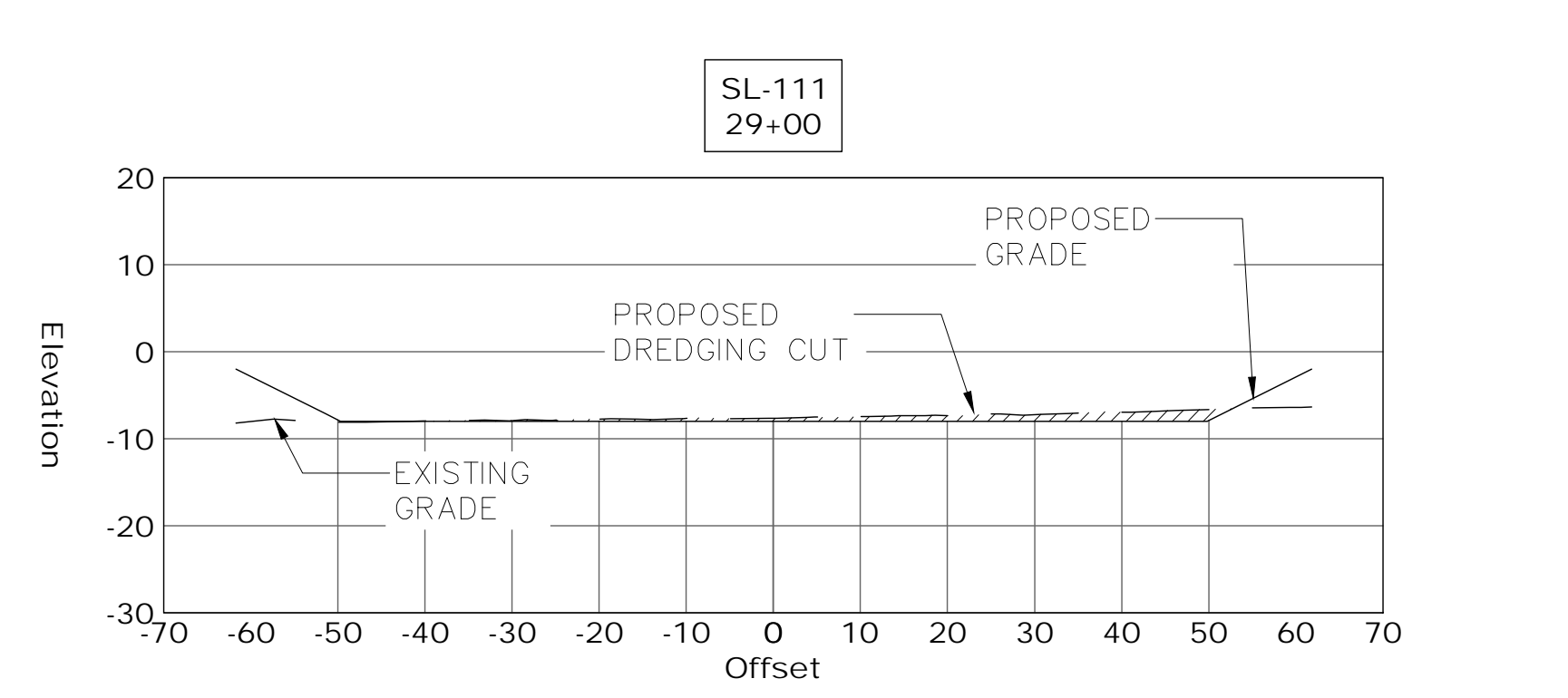
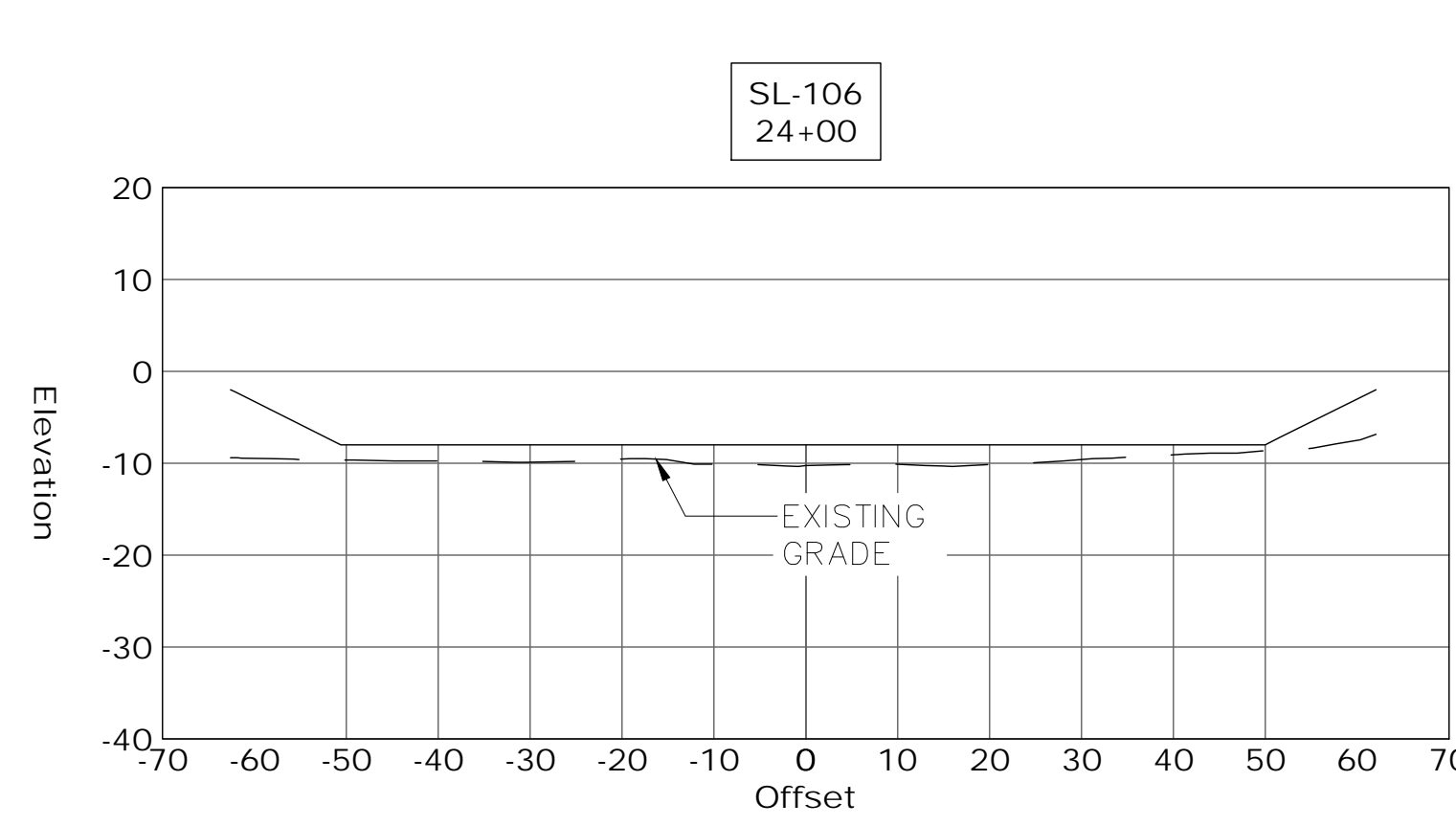
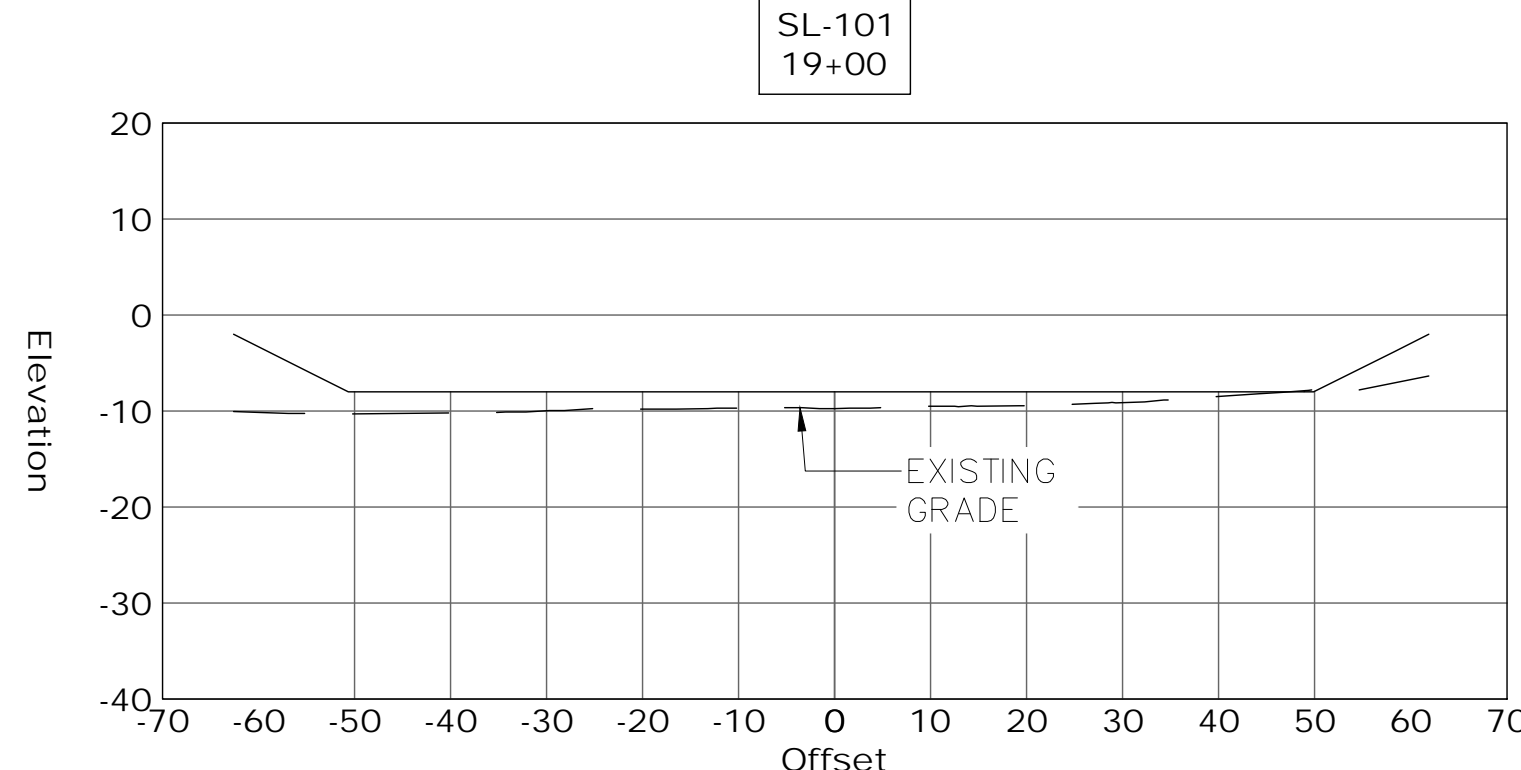
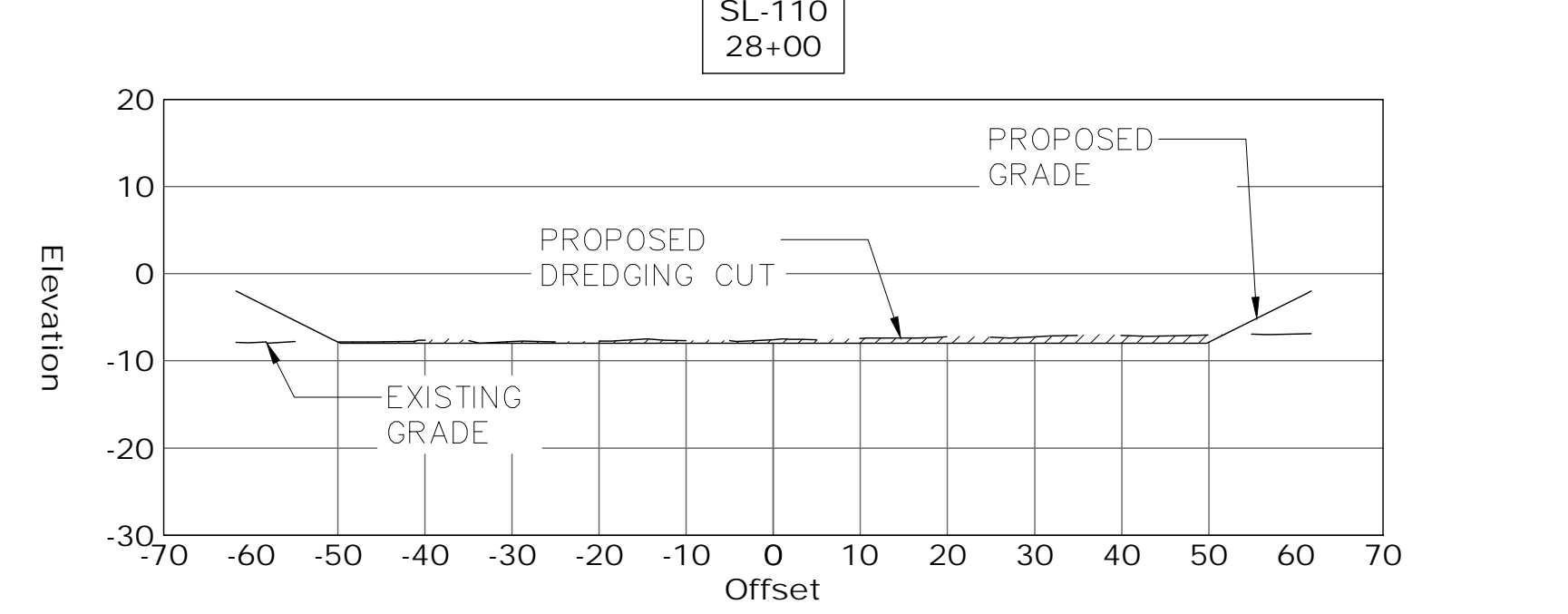
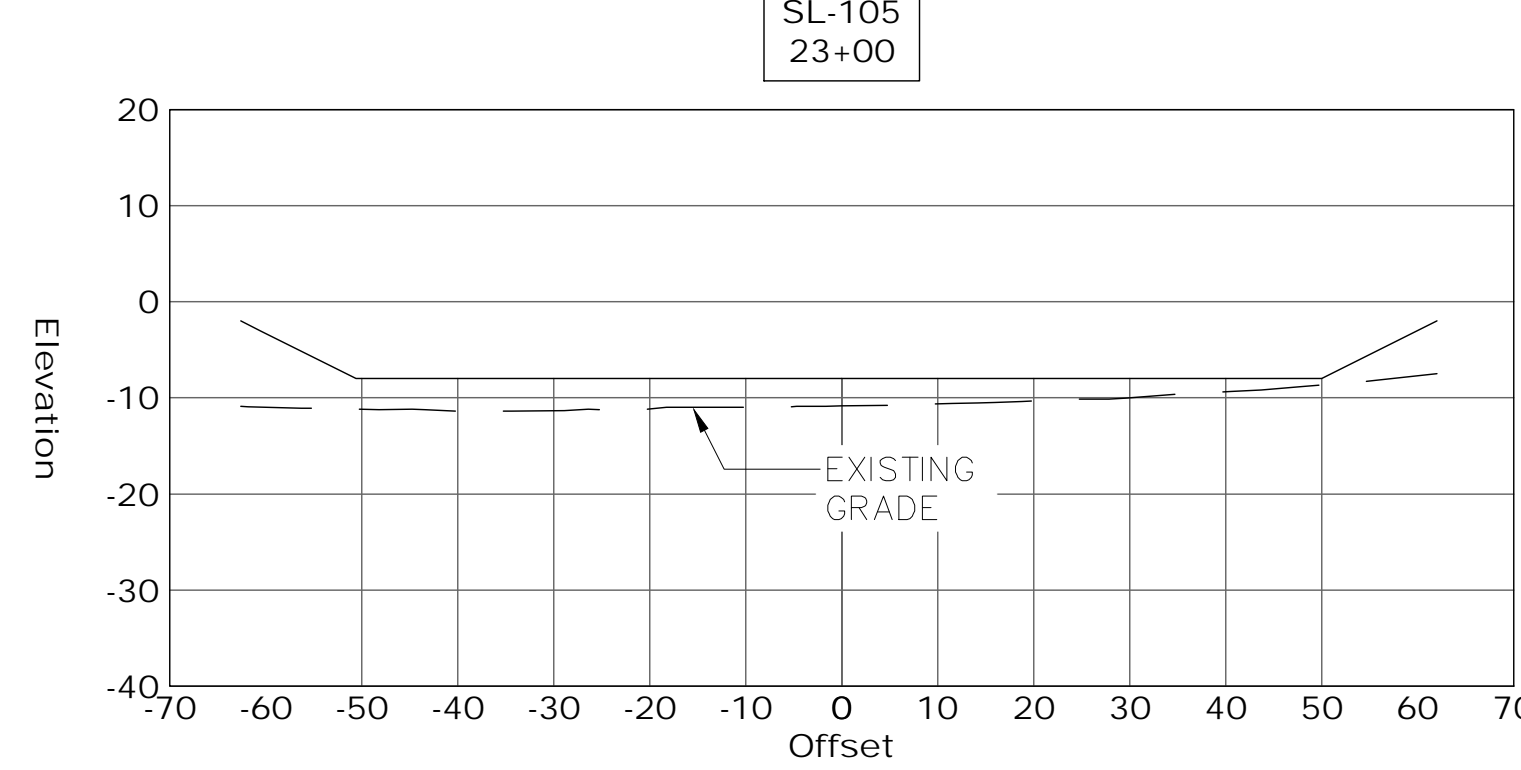
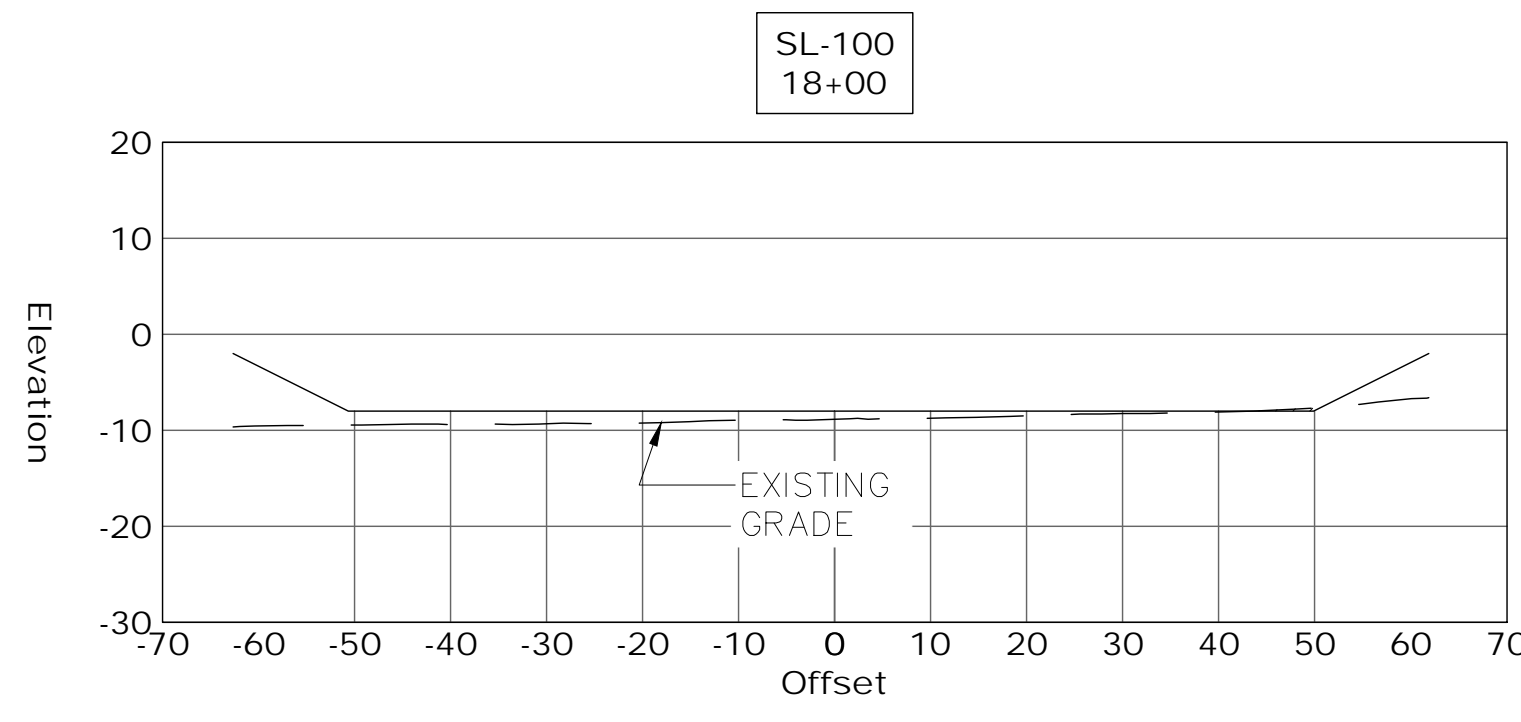
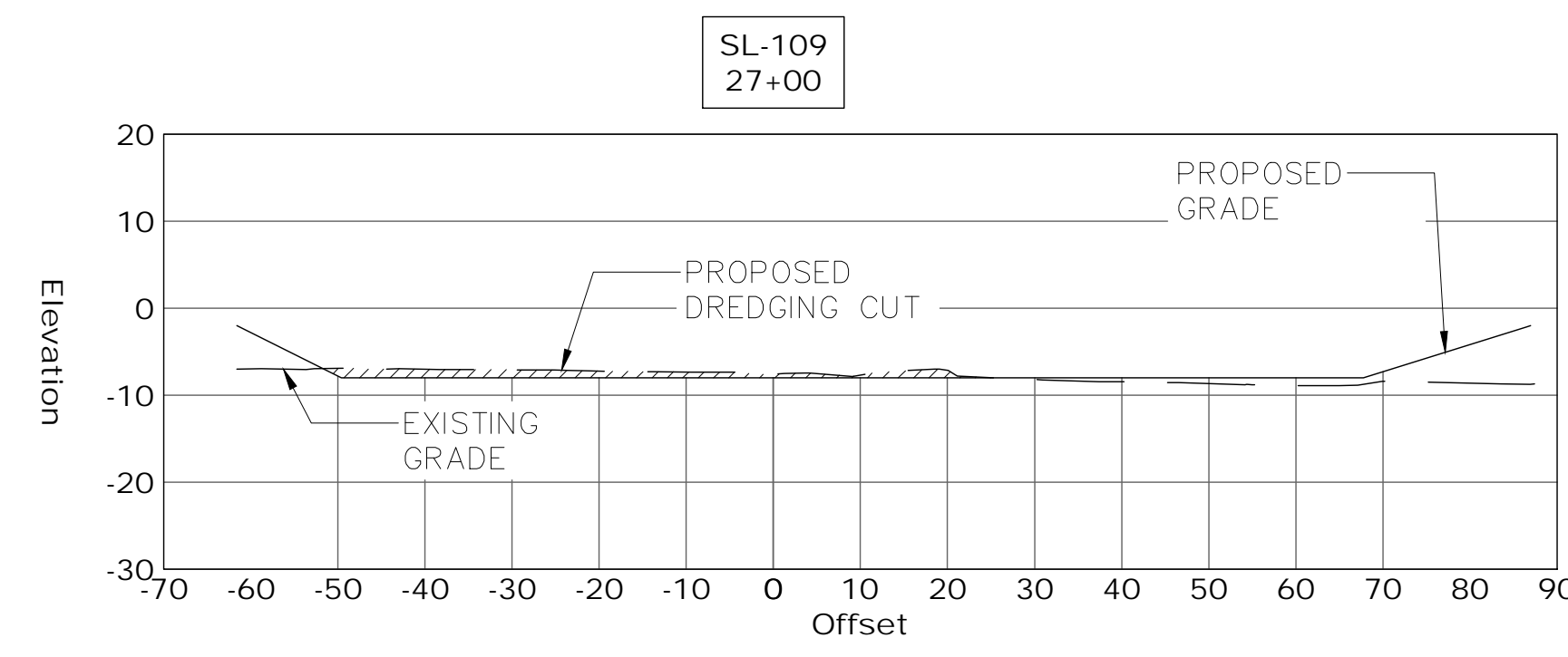
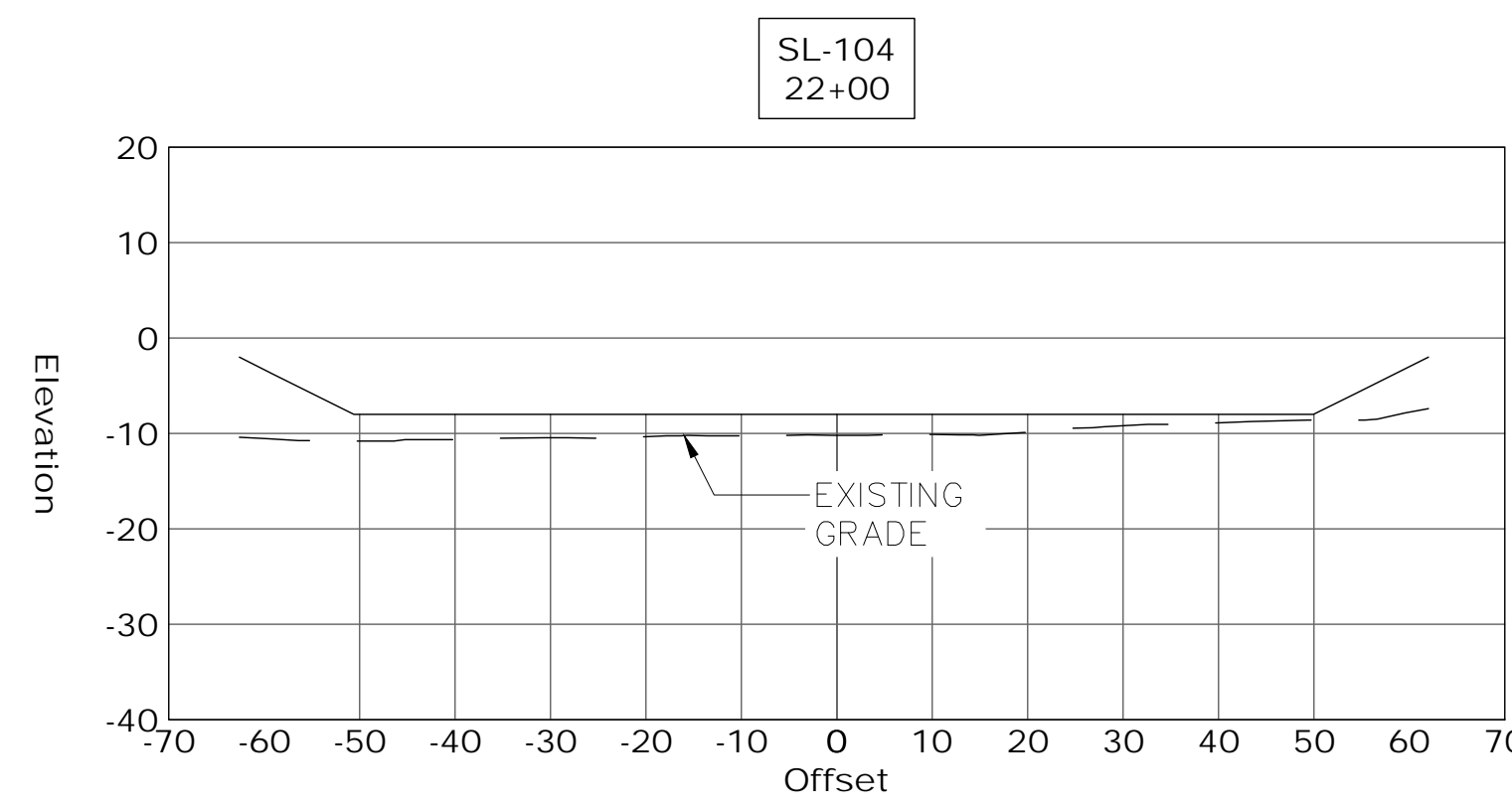
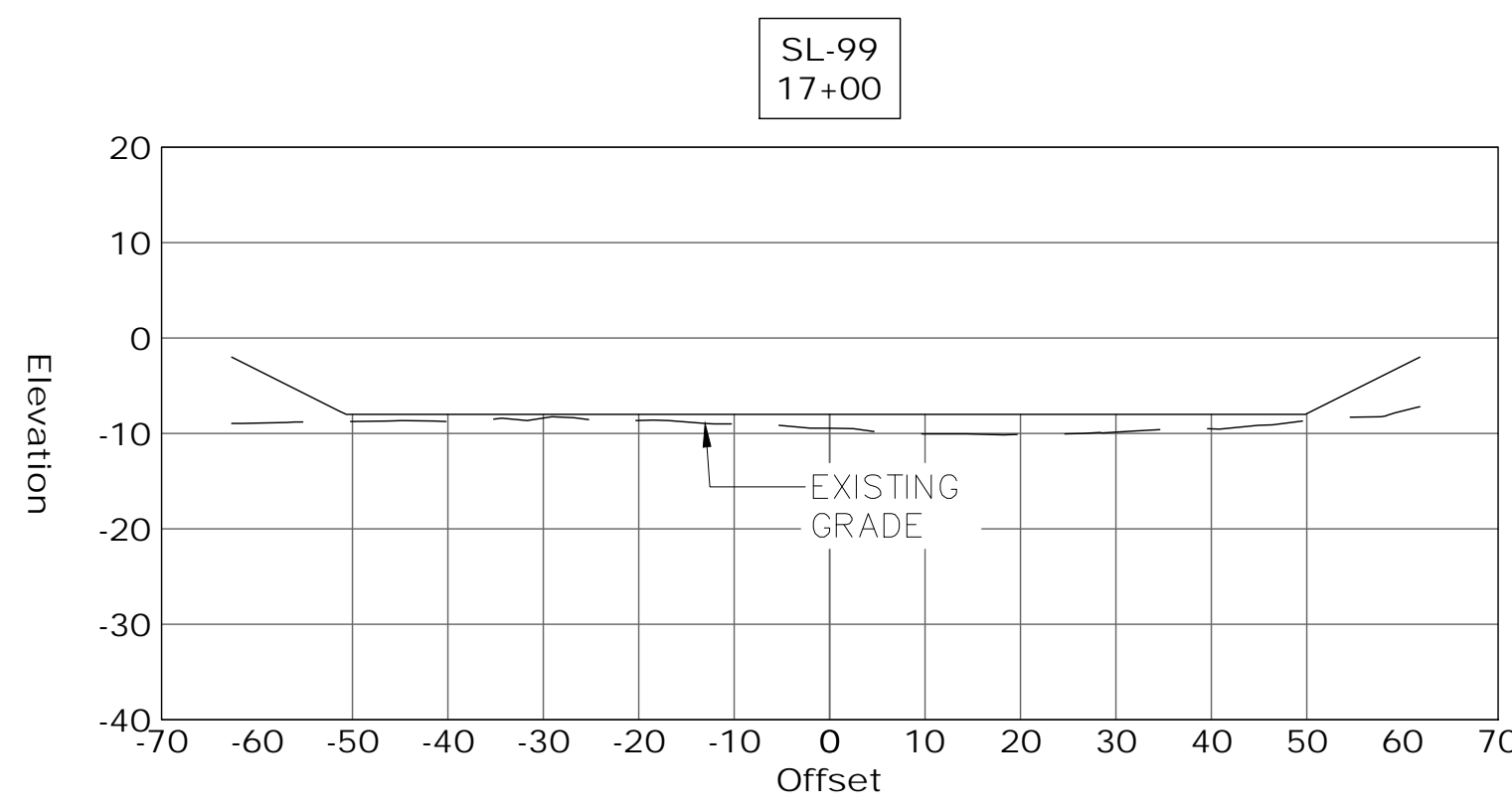


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**DREDGE SECTIONS**  
**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

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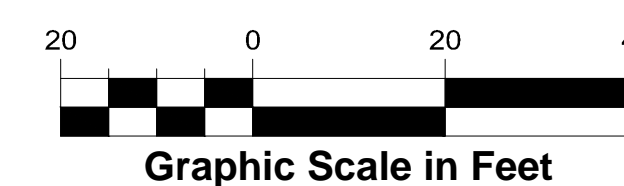
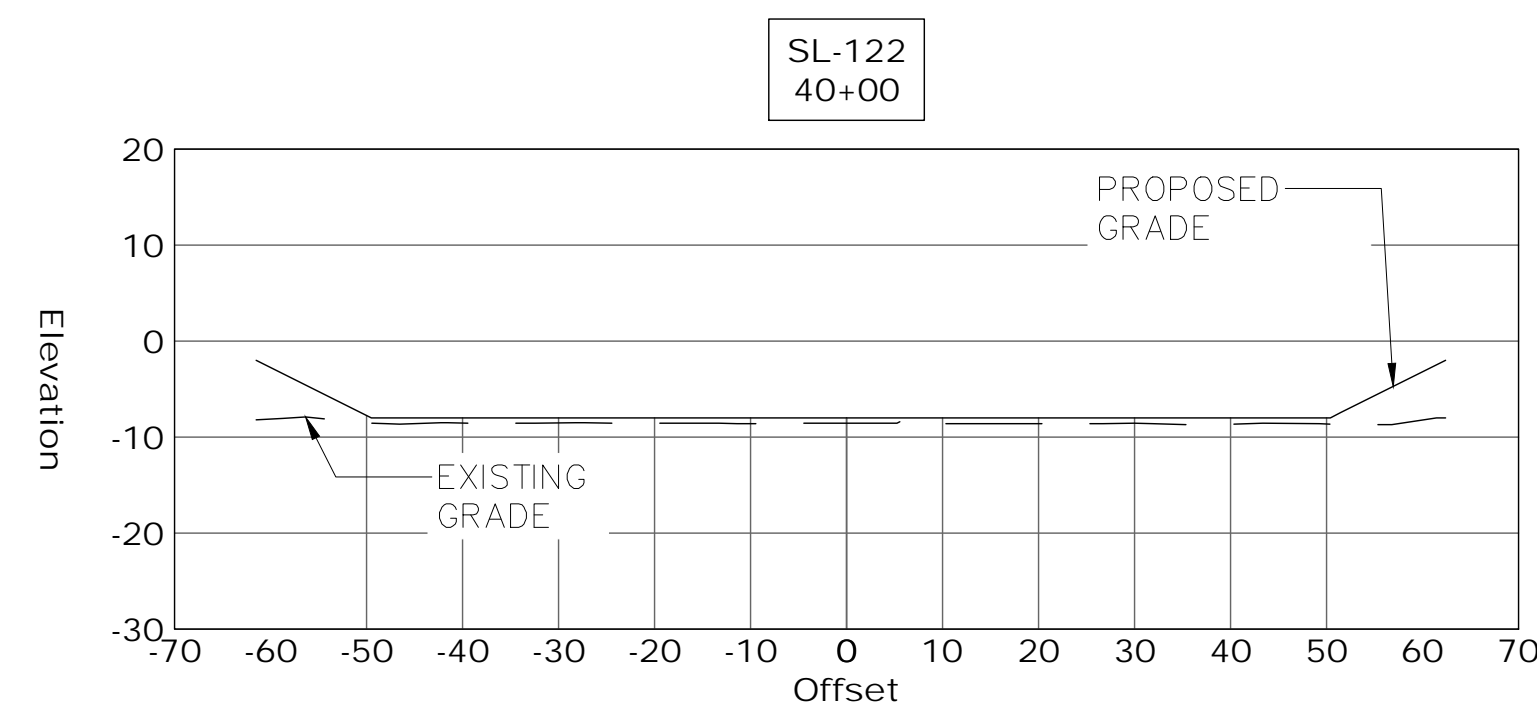
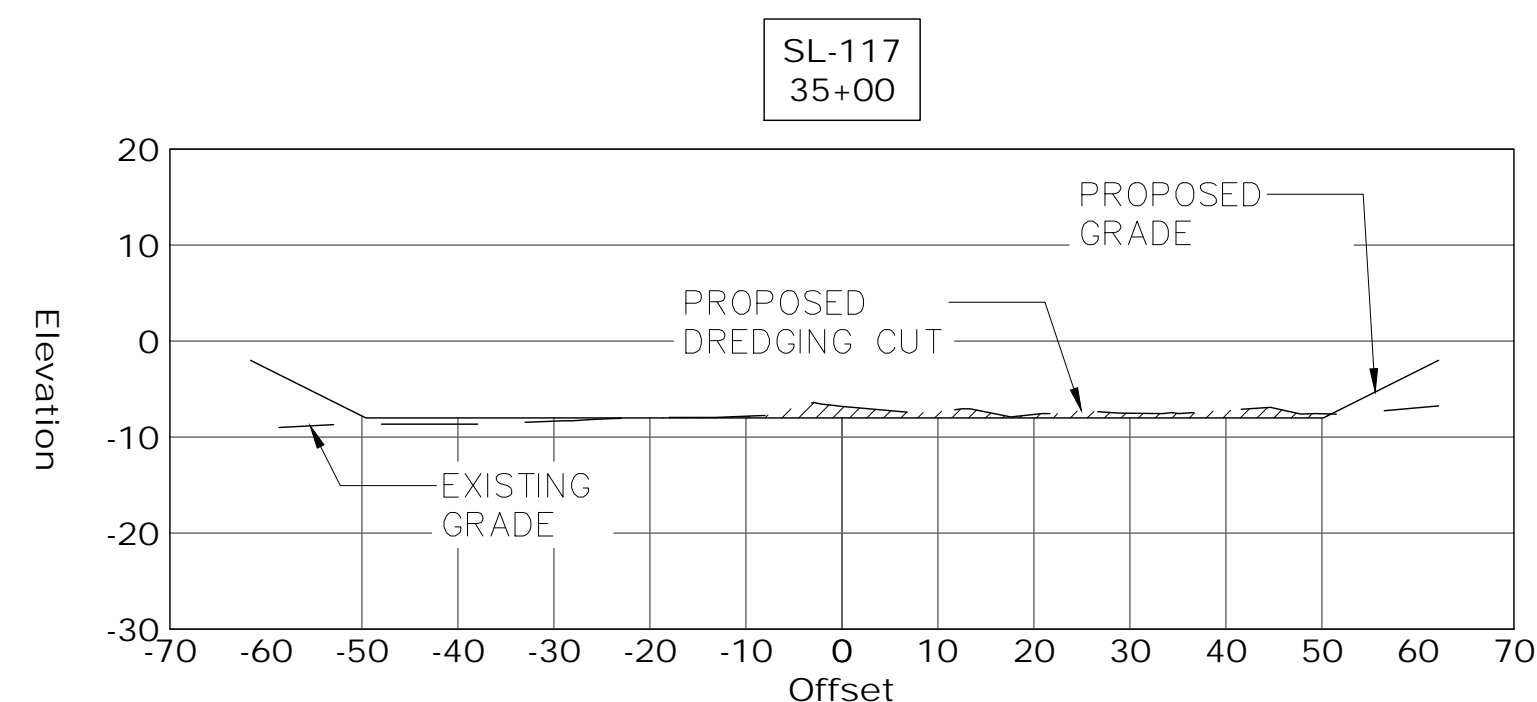
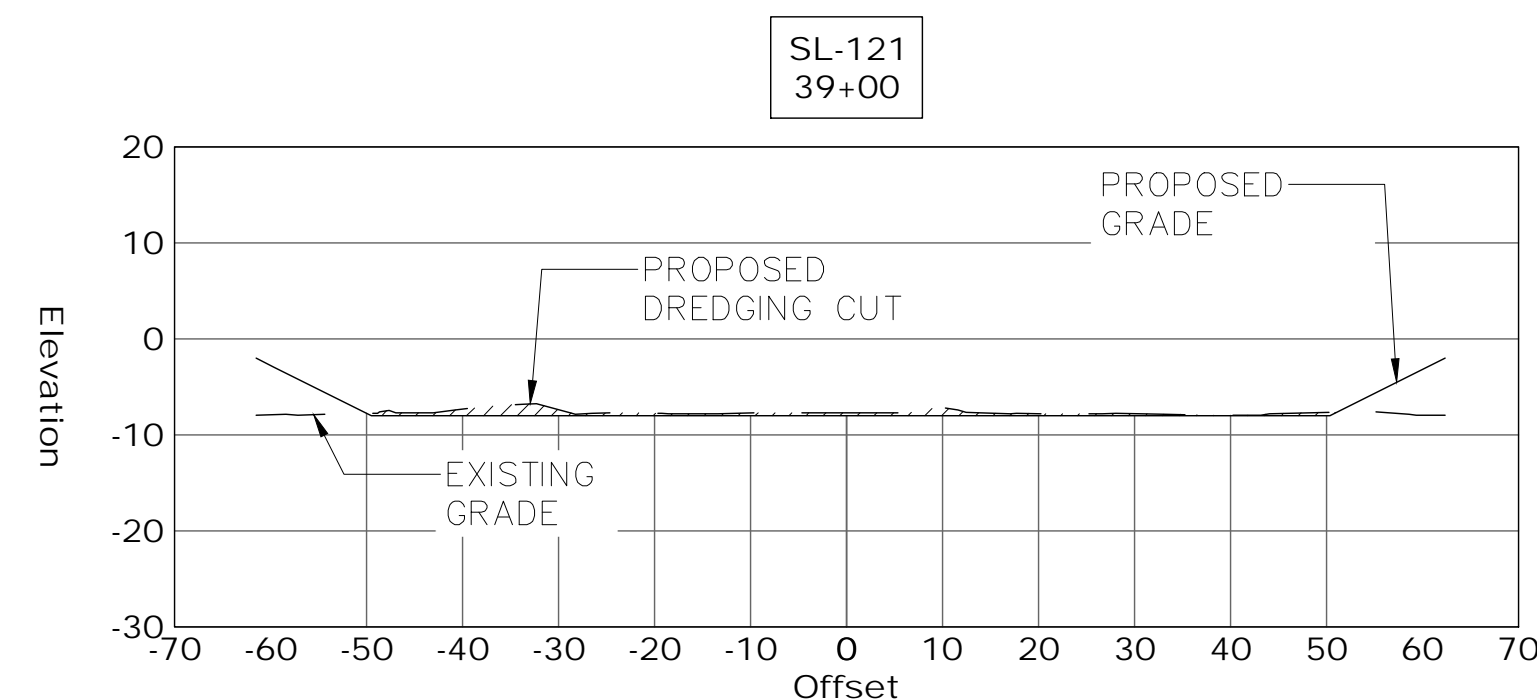
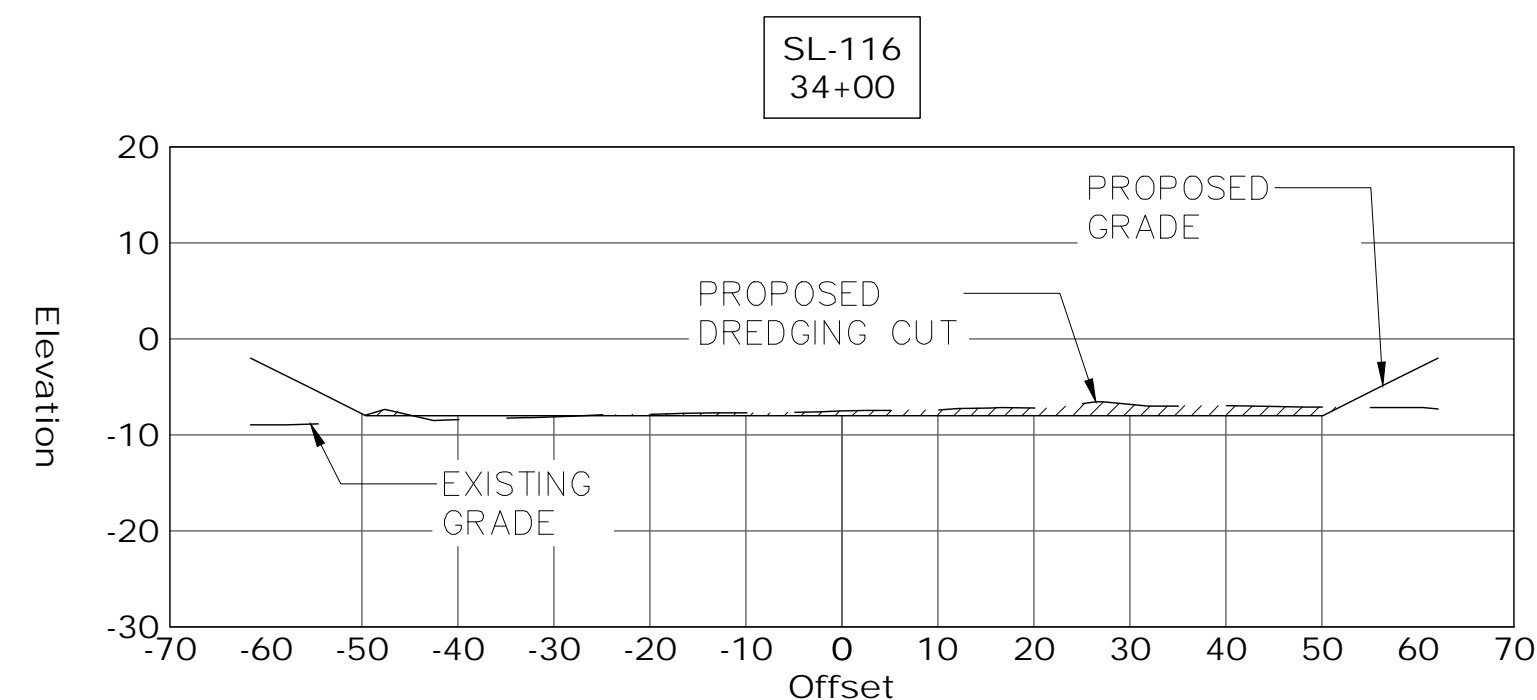
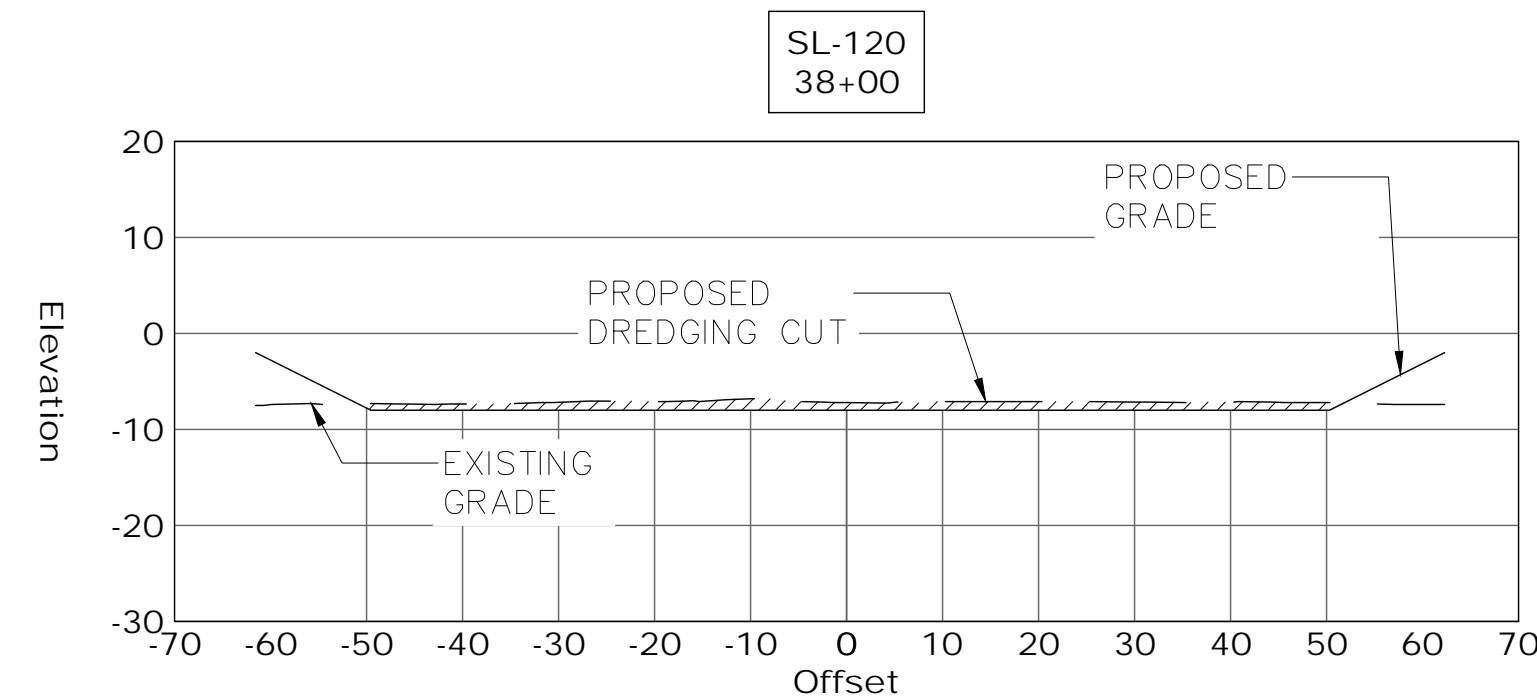
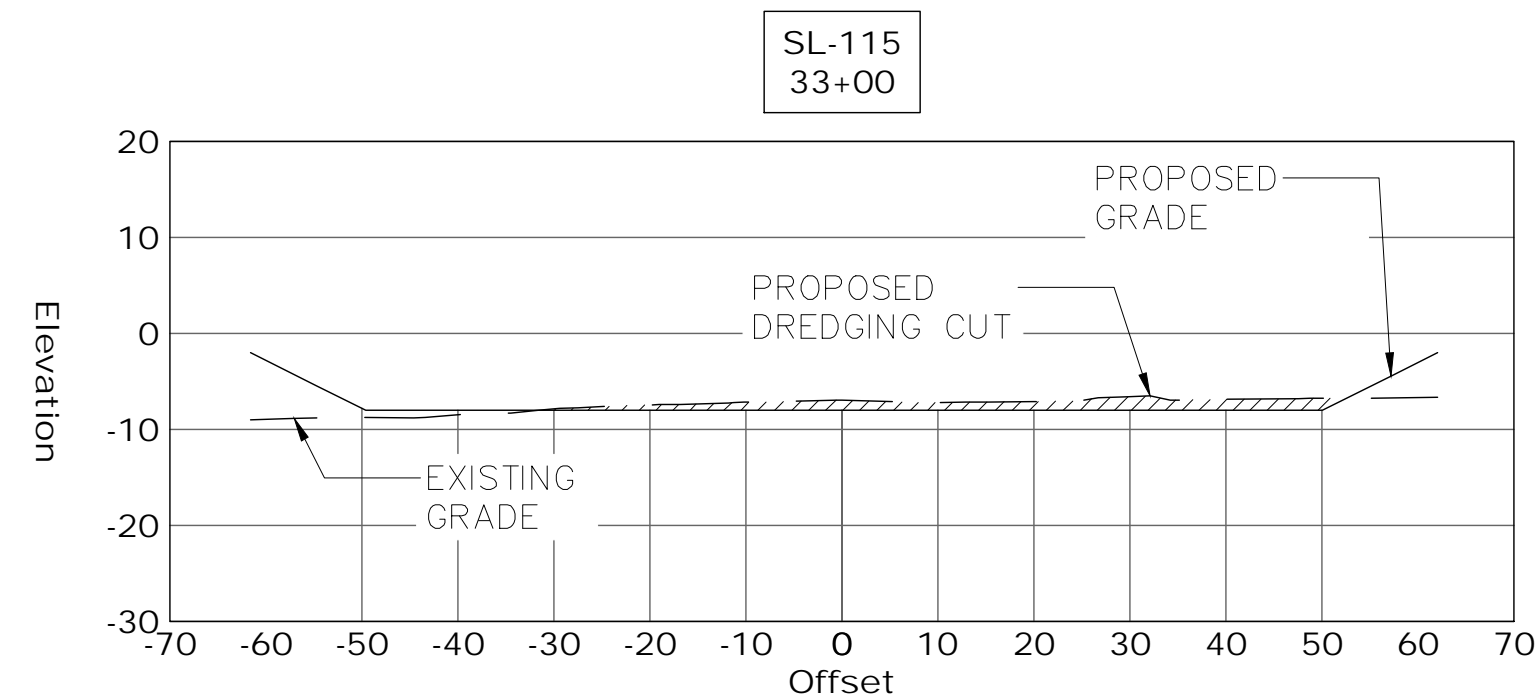
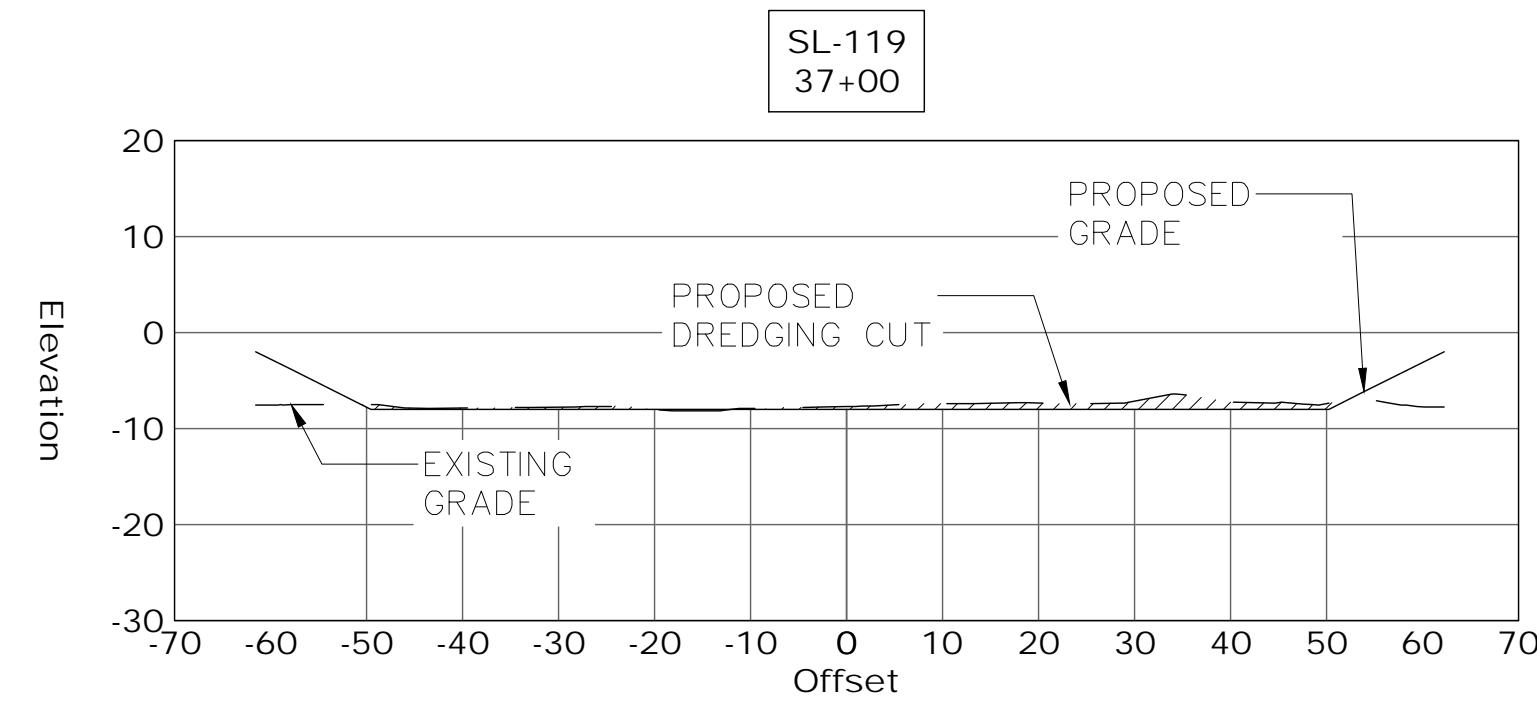
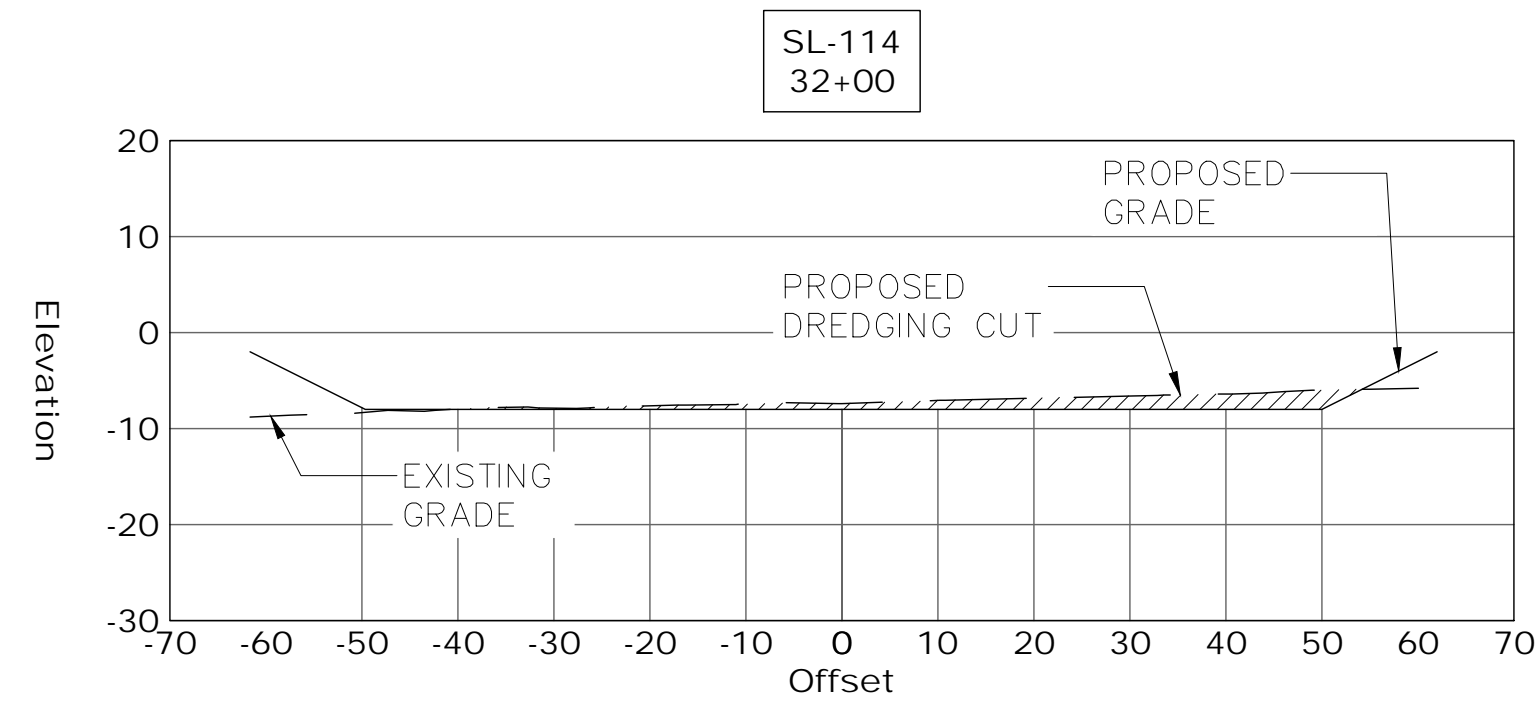
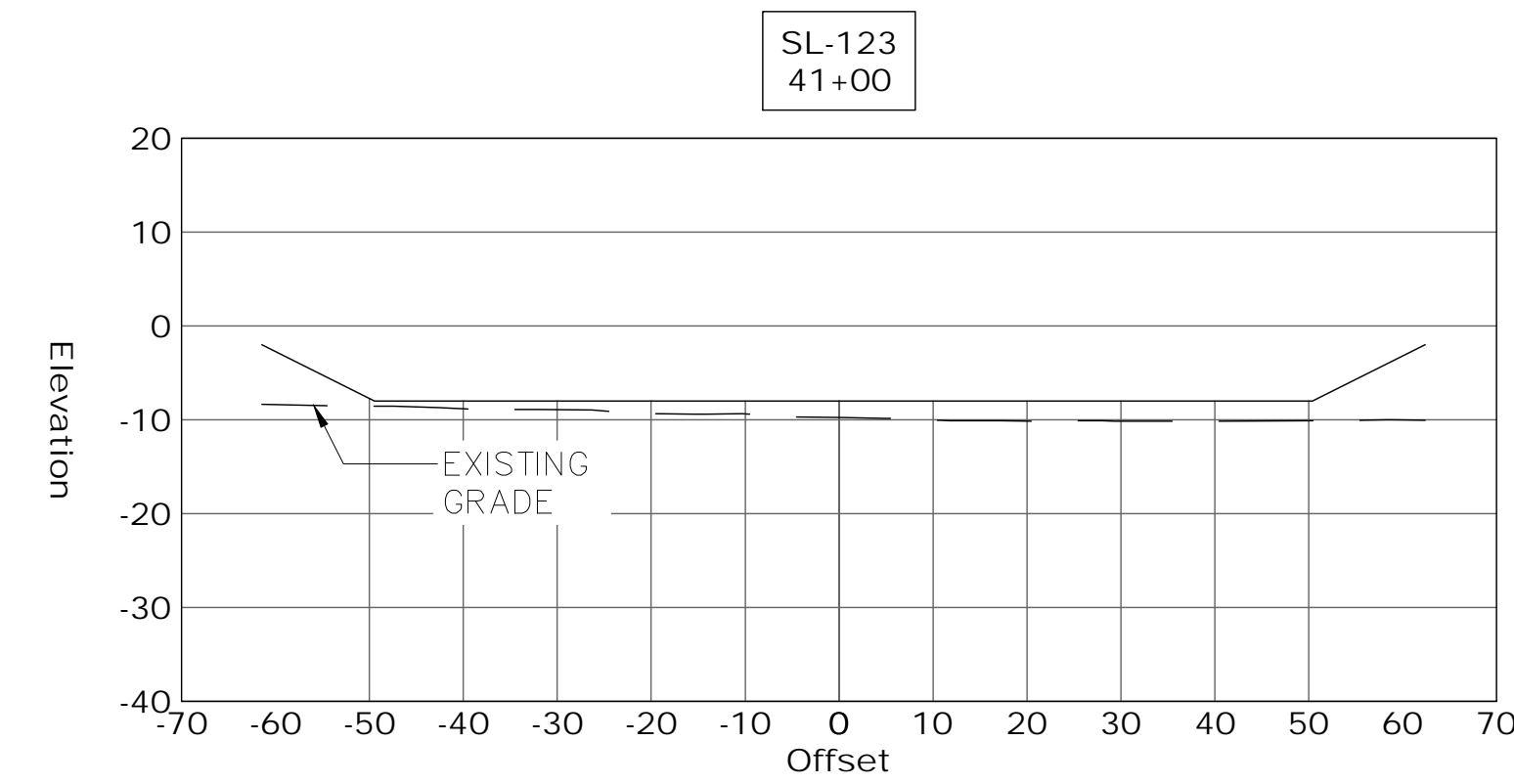
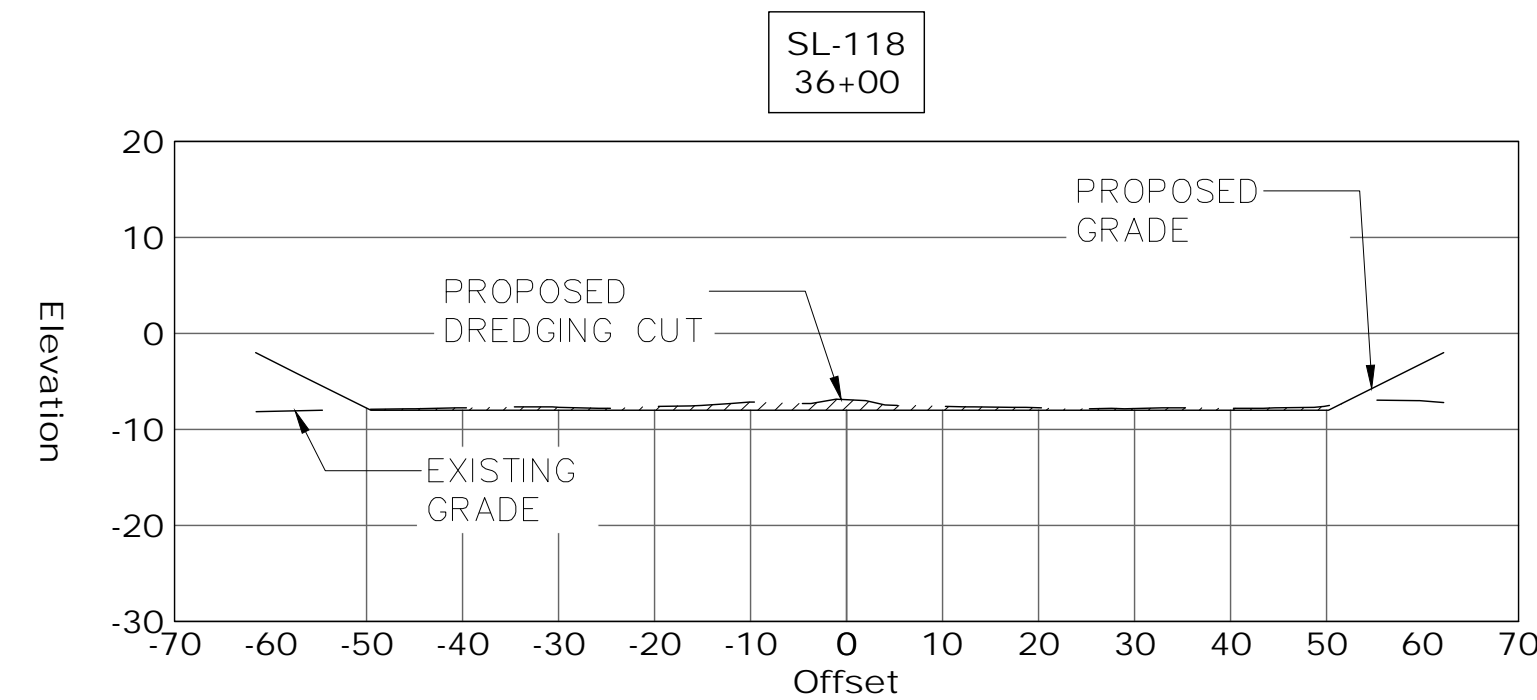
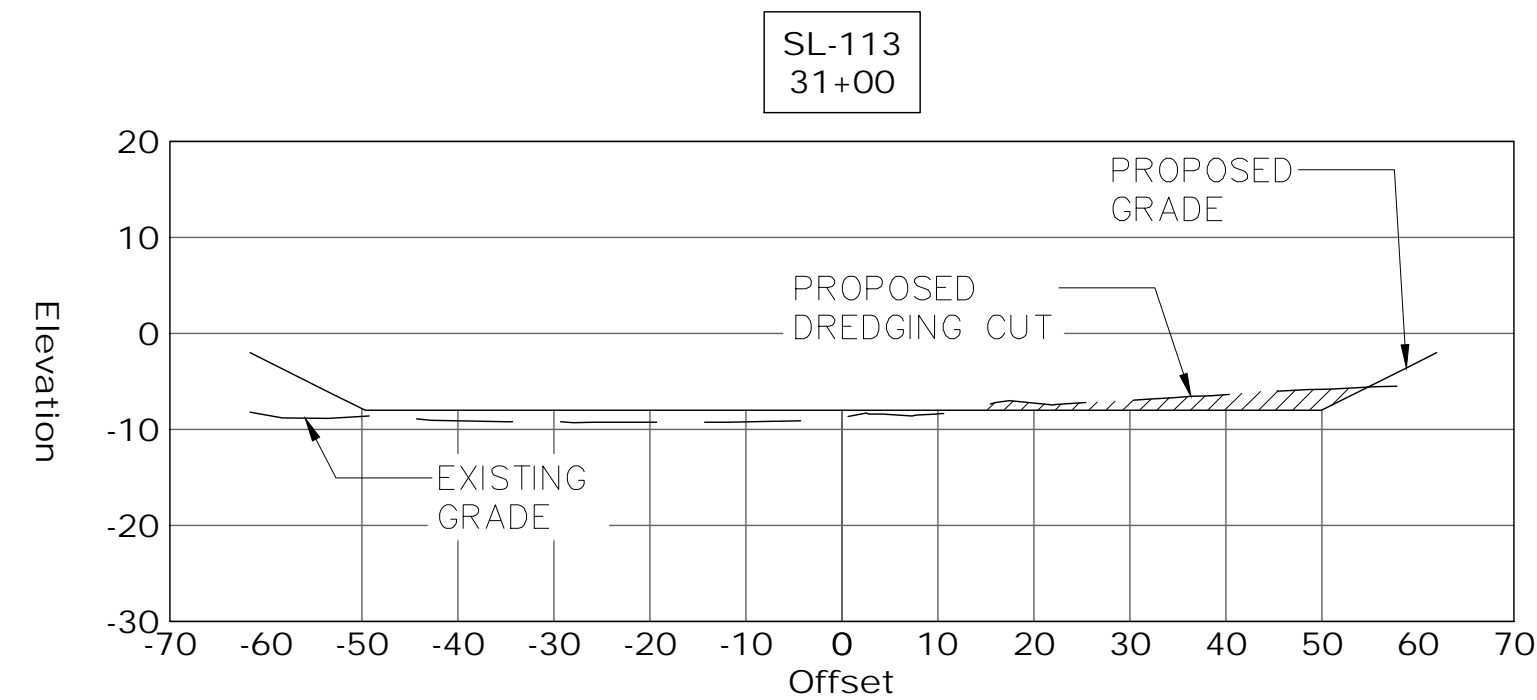


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**DREDGE SECTIONS**  
**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

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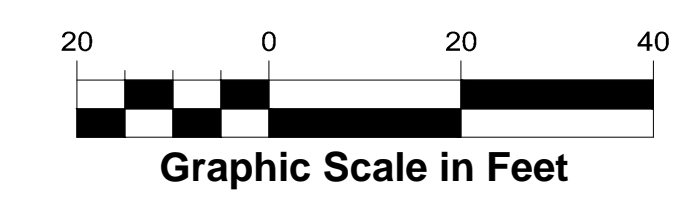
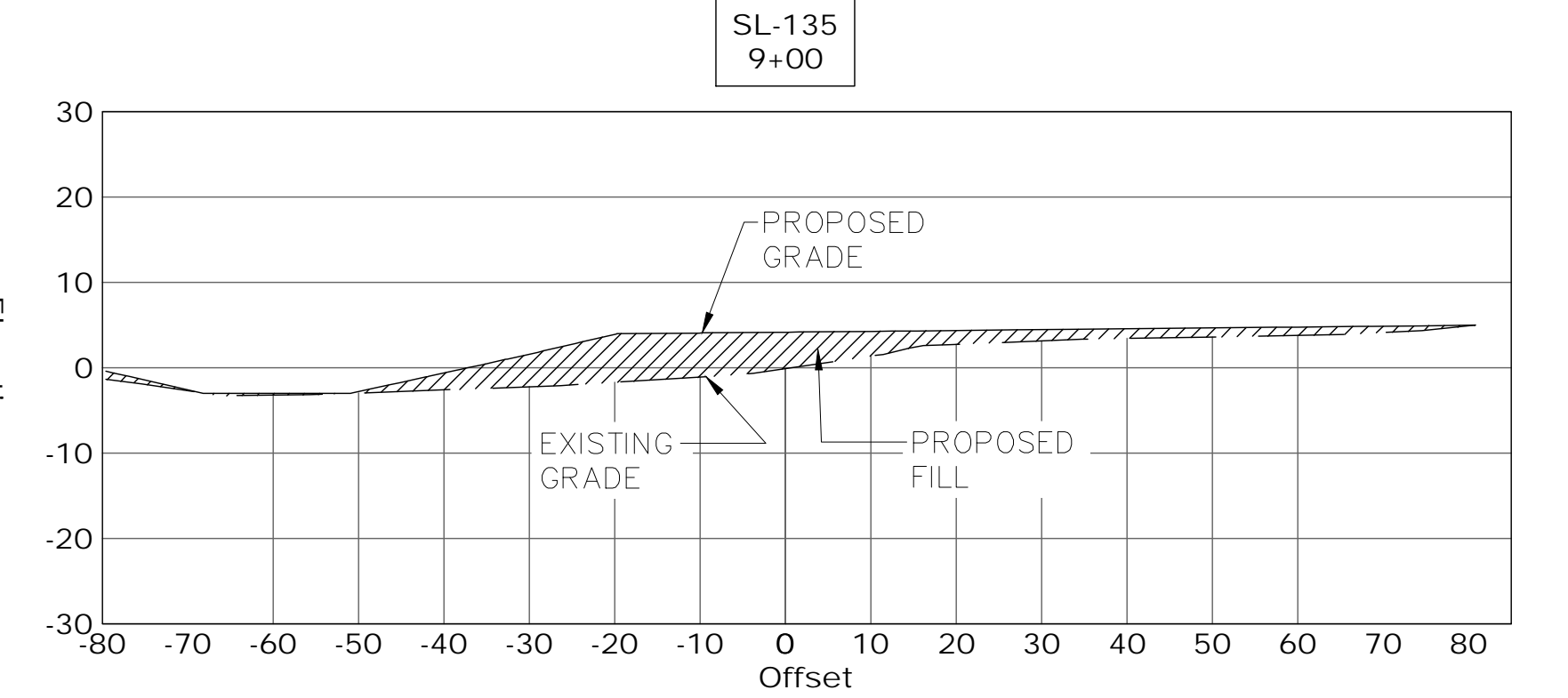
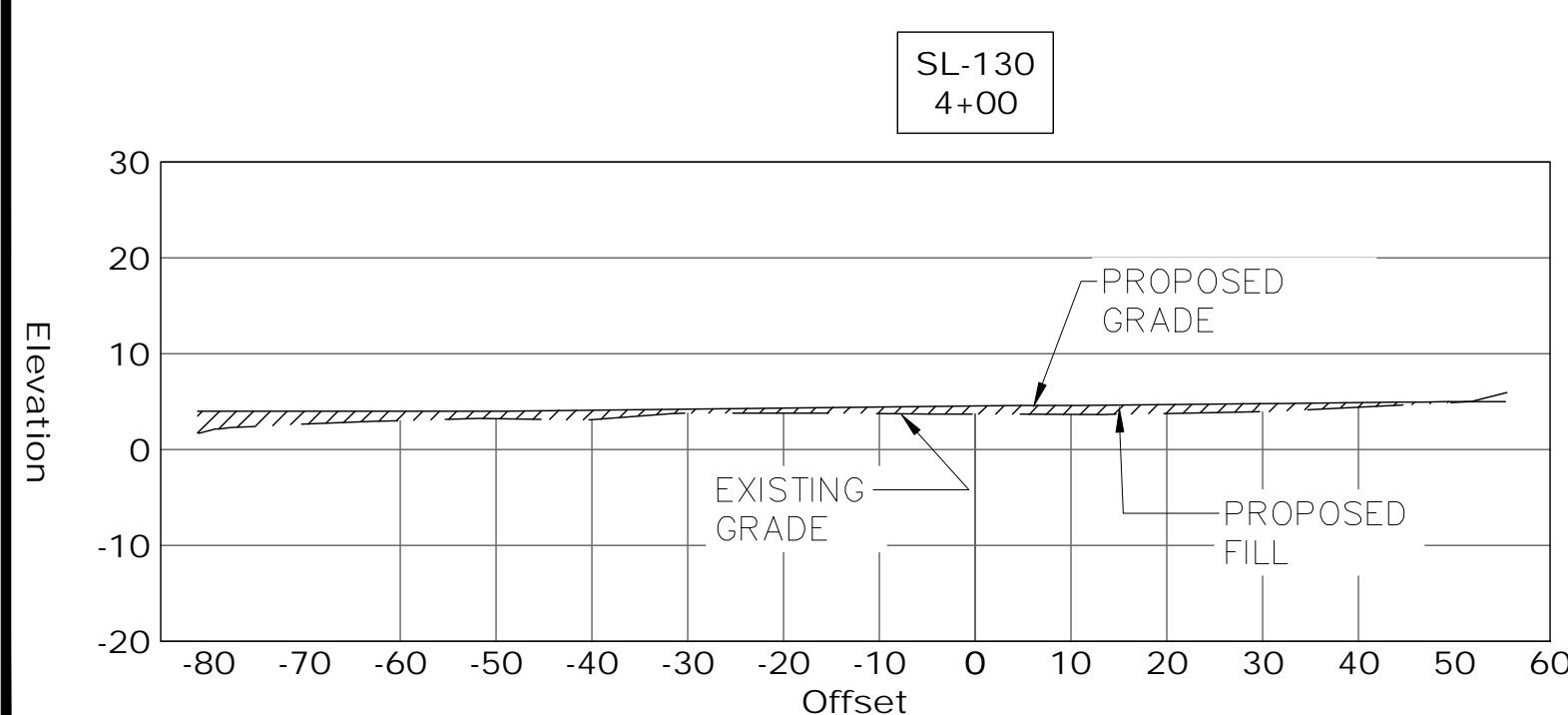
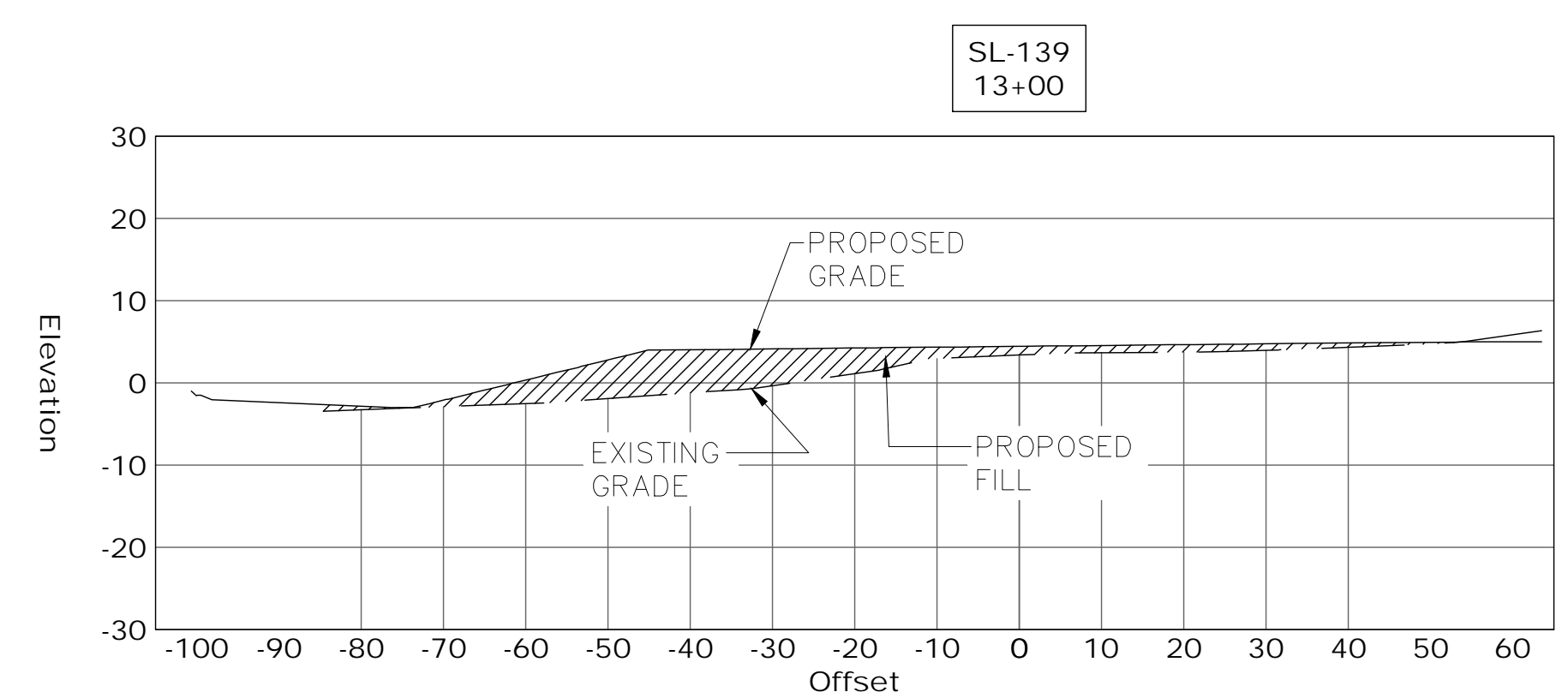
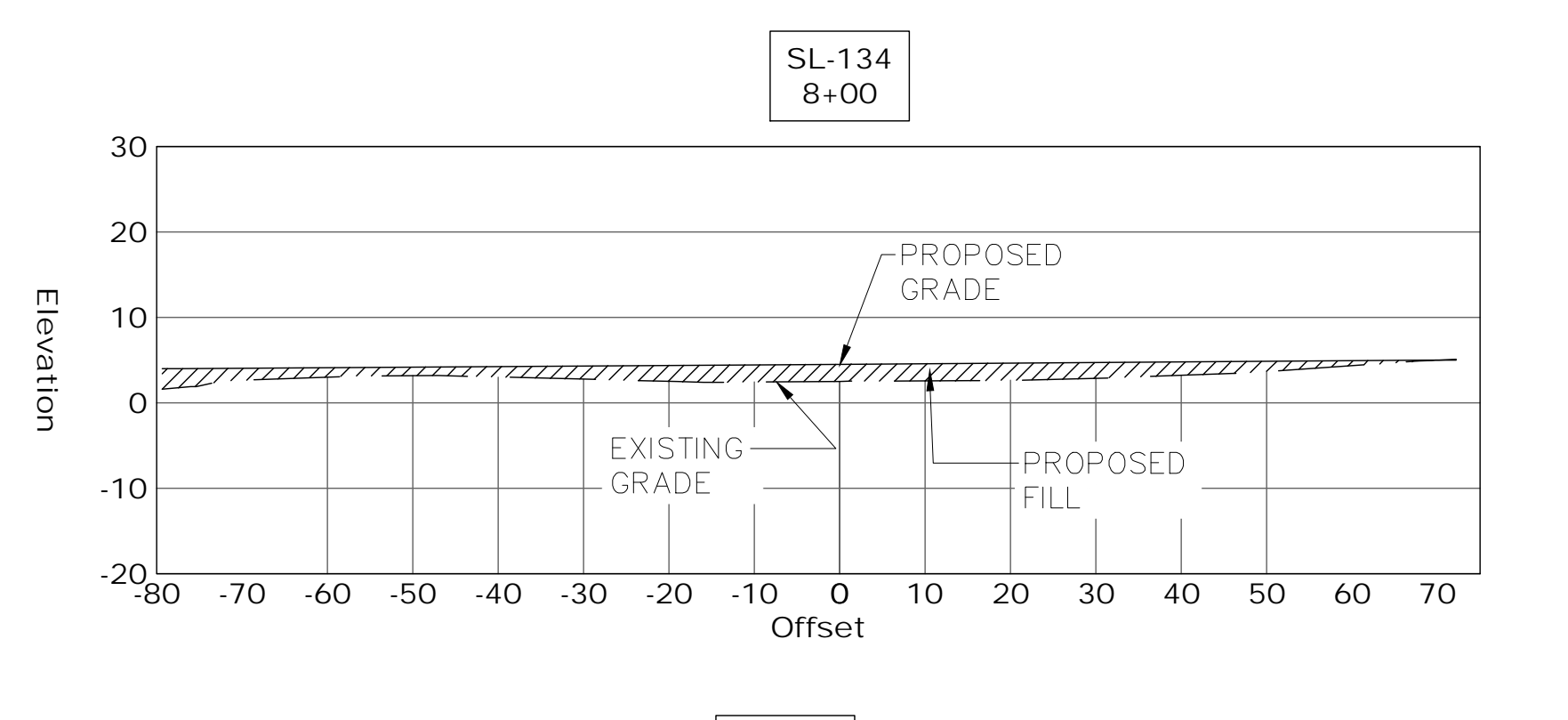
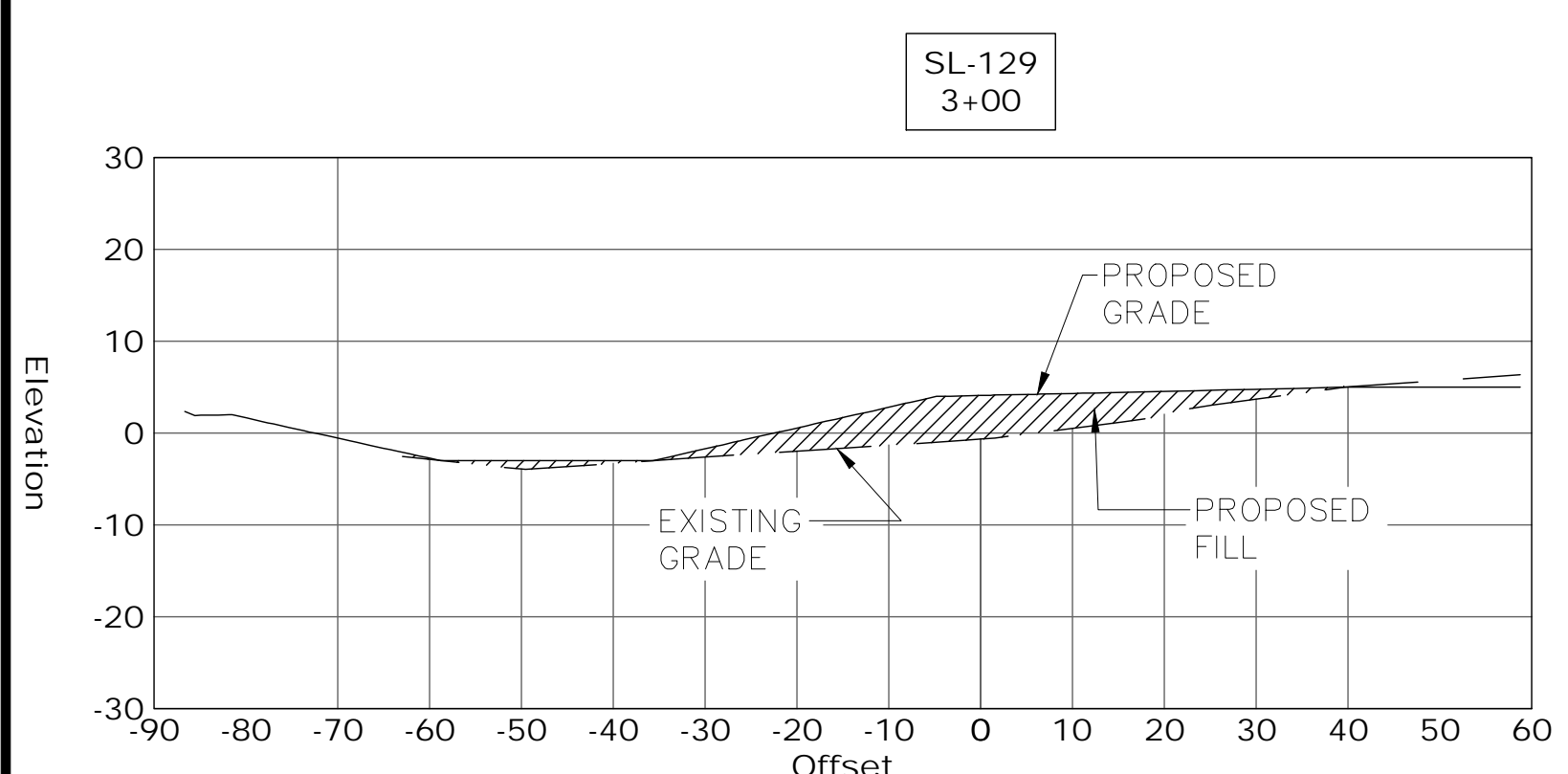
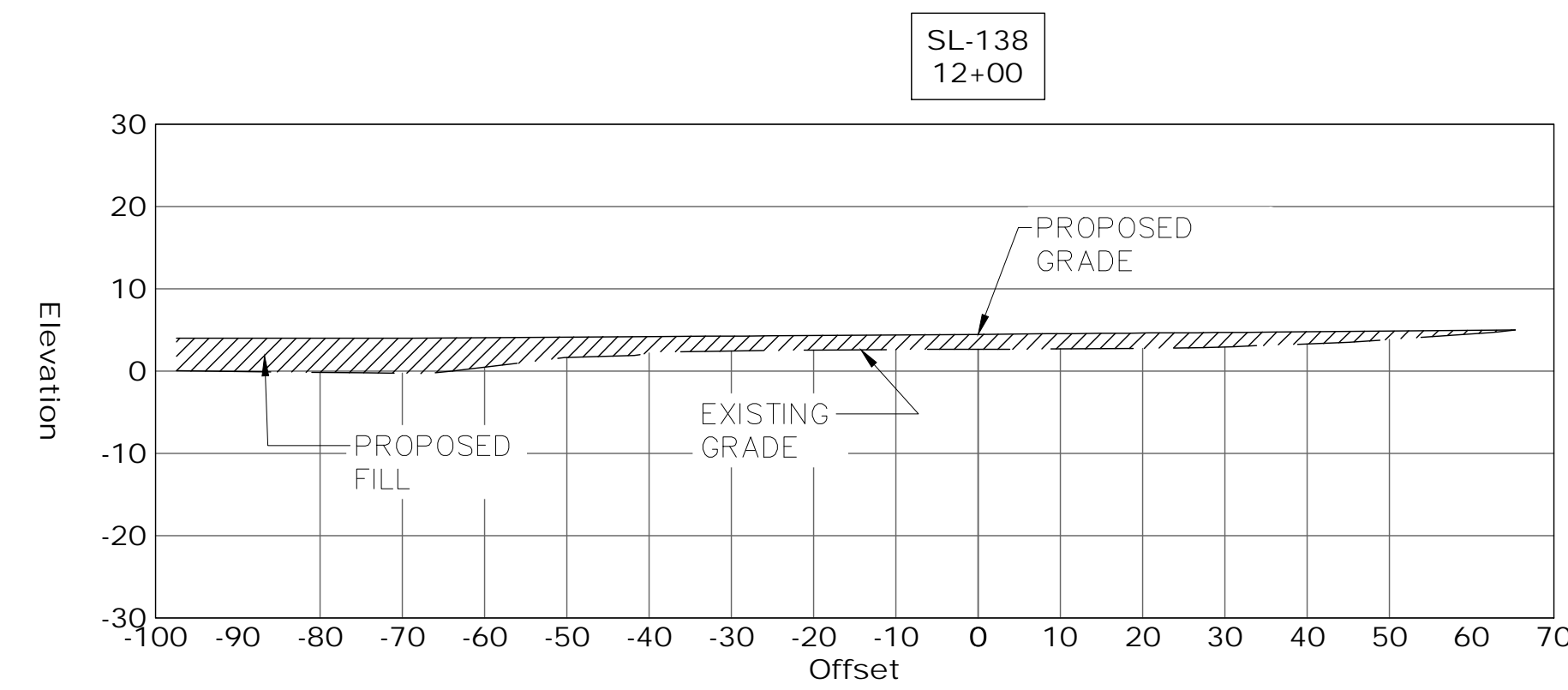
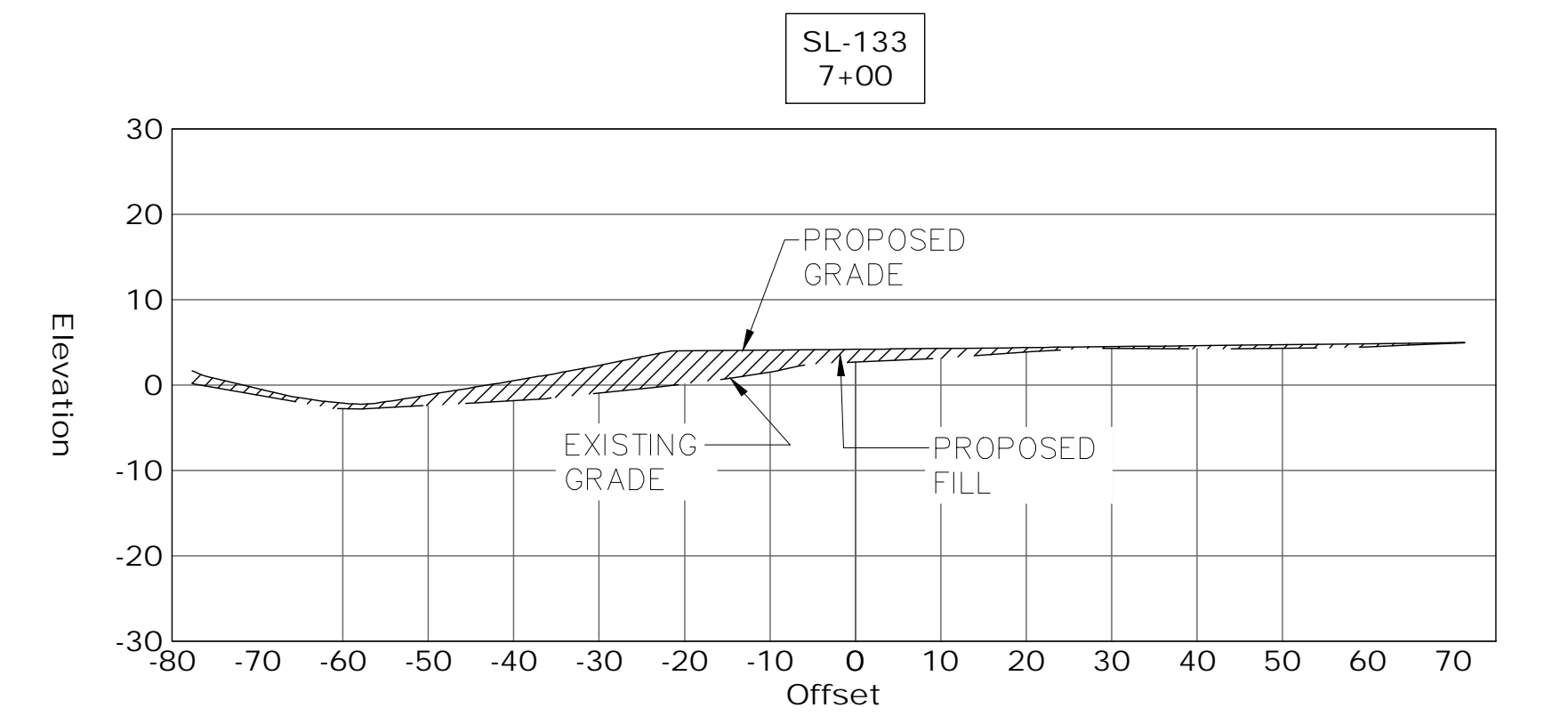
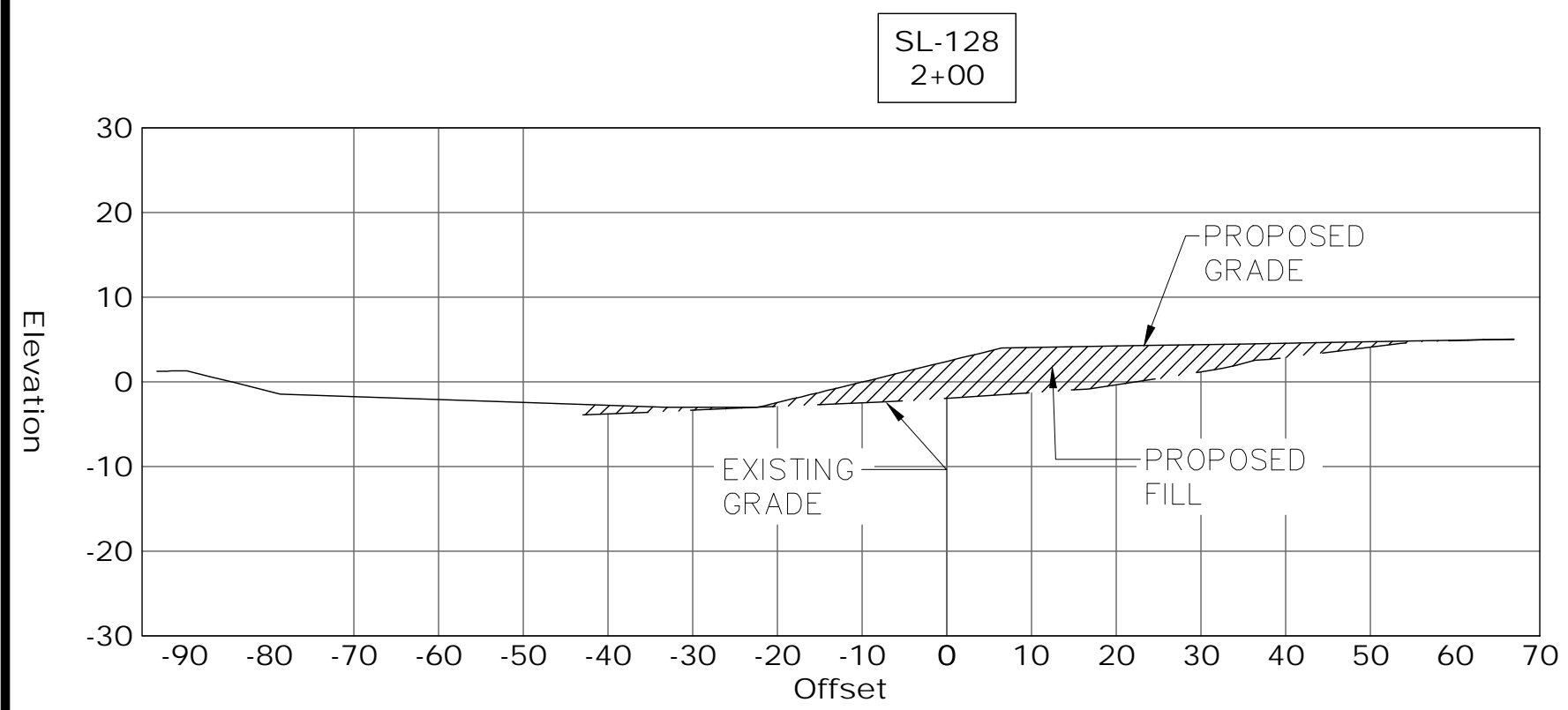
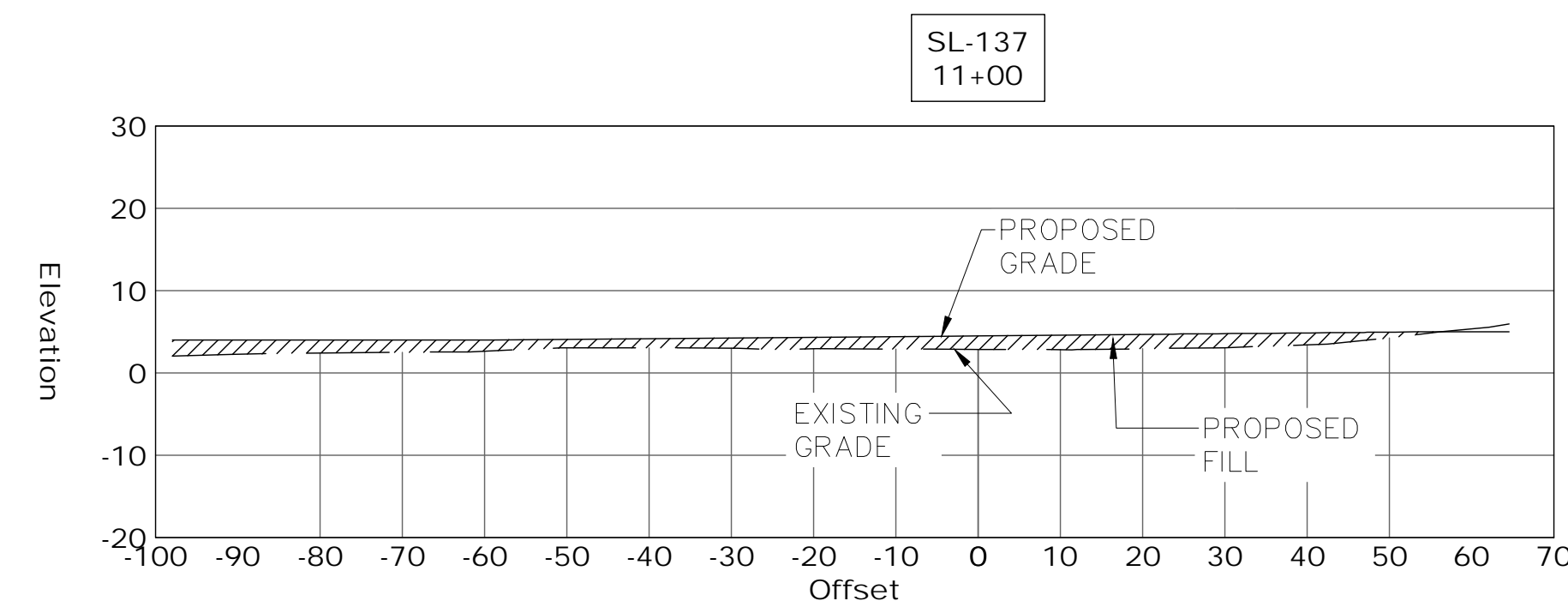
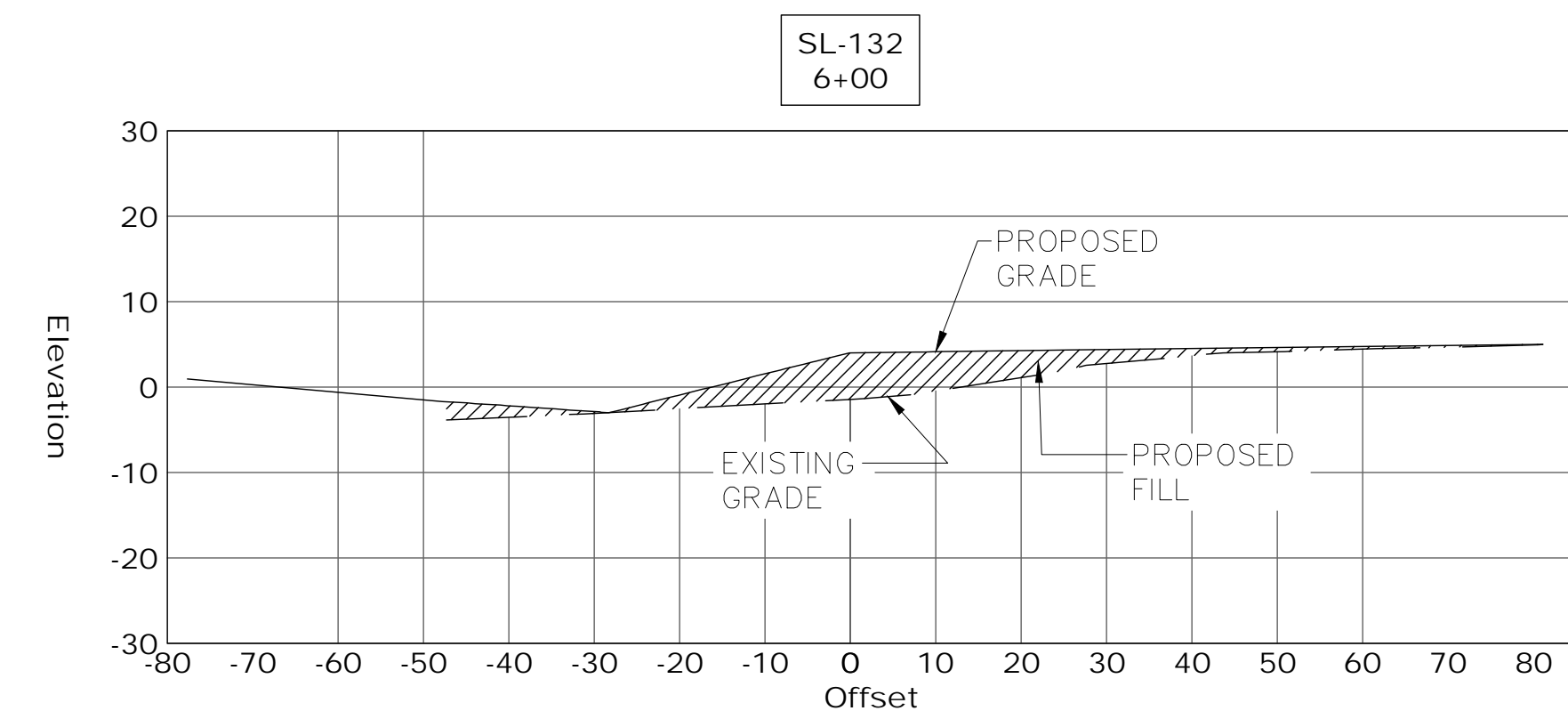
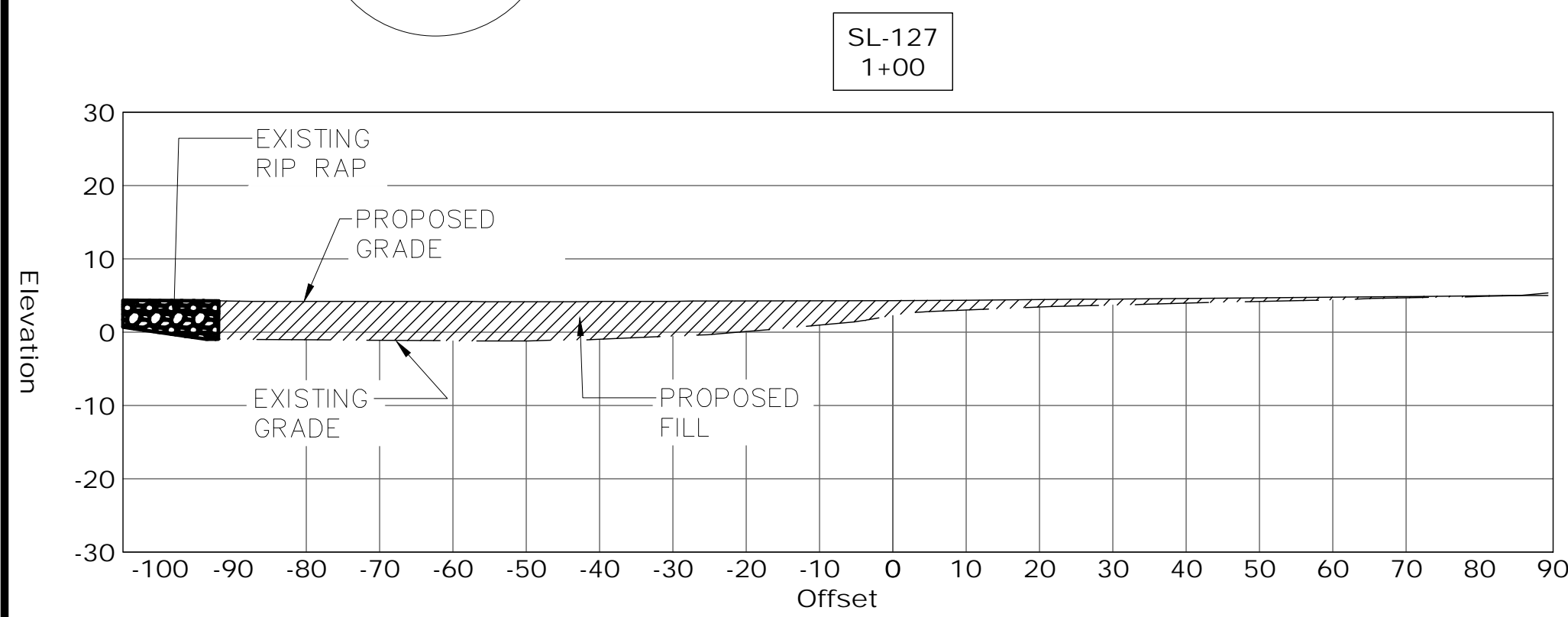
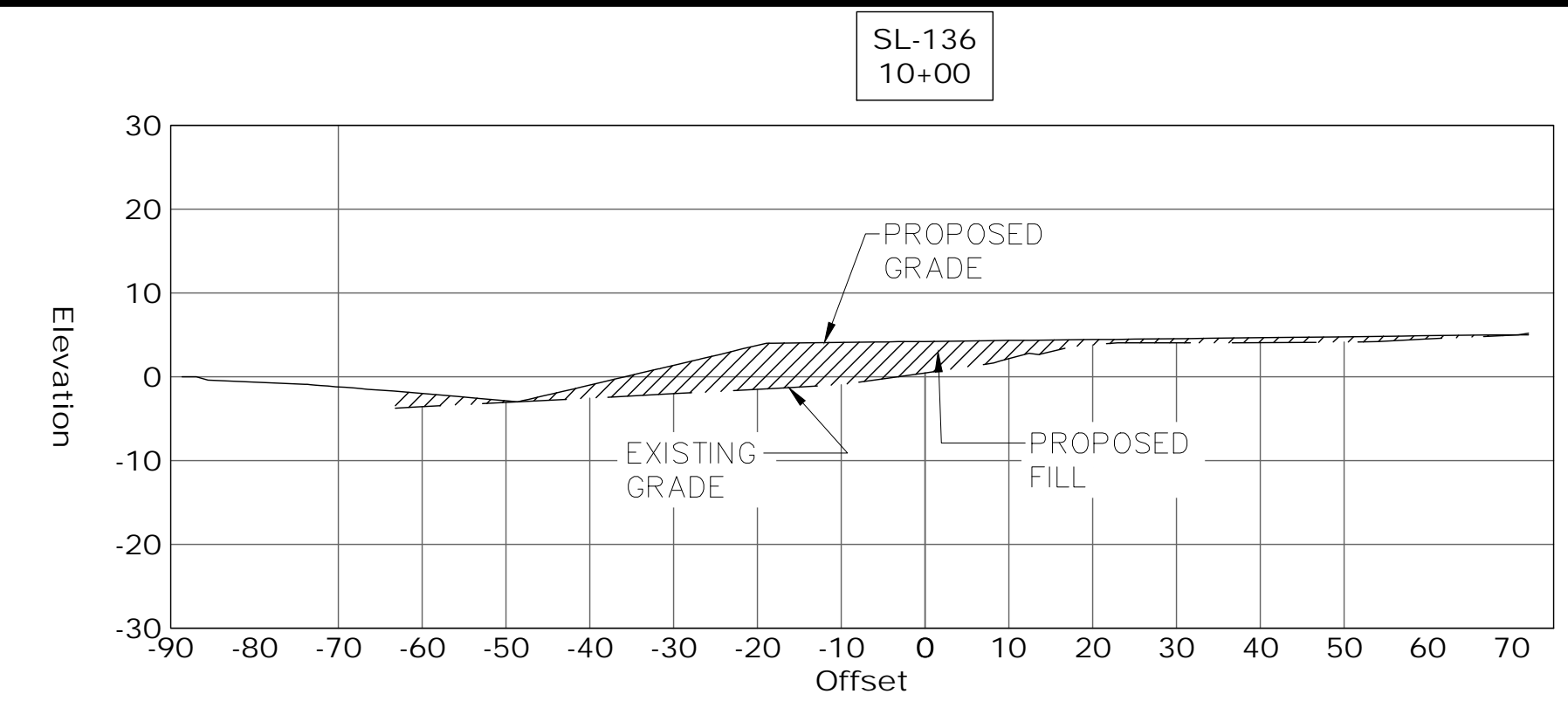
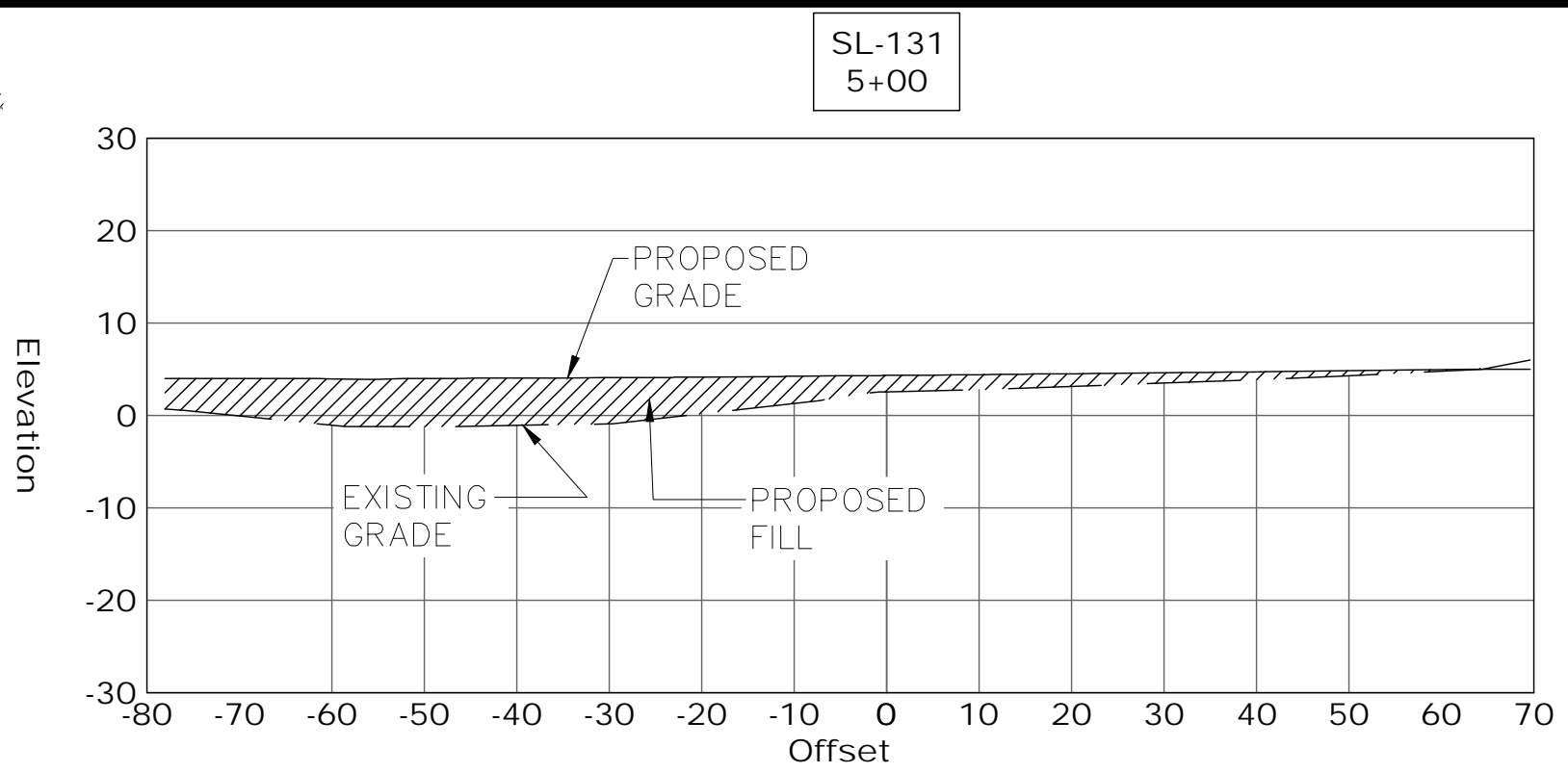
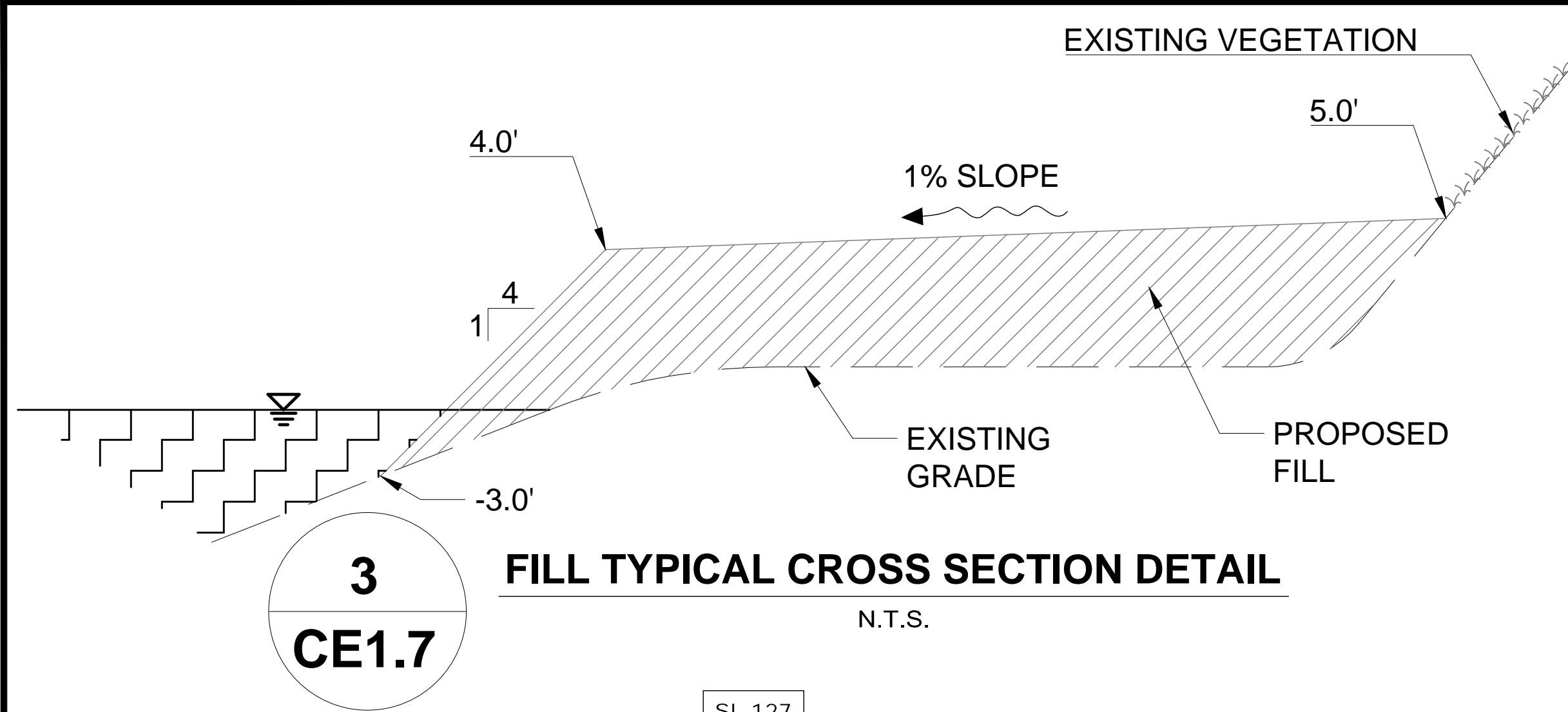


No.	Date	Revision

Designed: B.OSBORN  
Drawn: T.NEWMAN  
Checked: B.OSBORN  
Job No.: 1025.001  
Date: 11/18/2025

**DREDGE SECTIONS**  
**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.



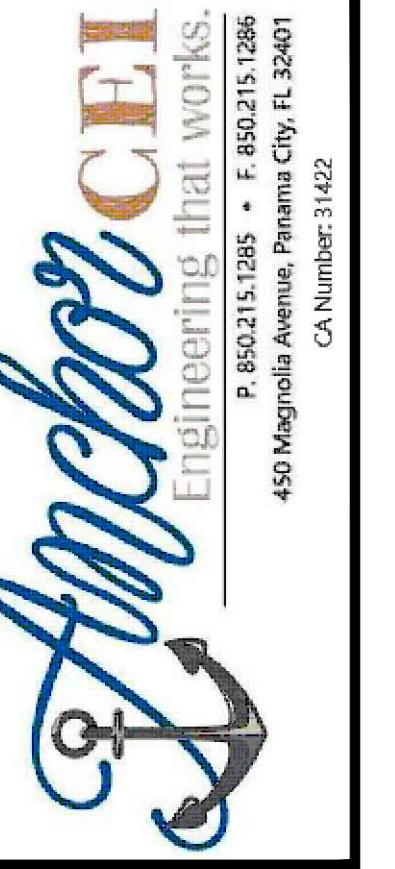
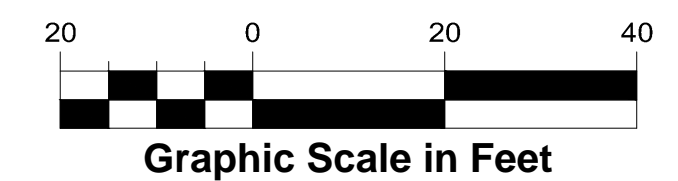
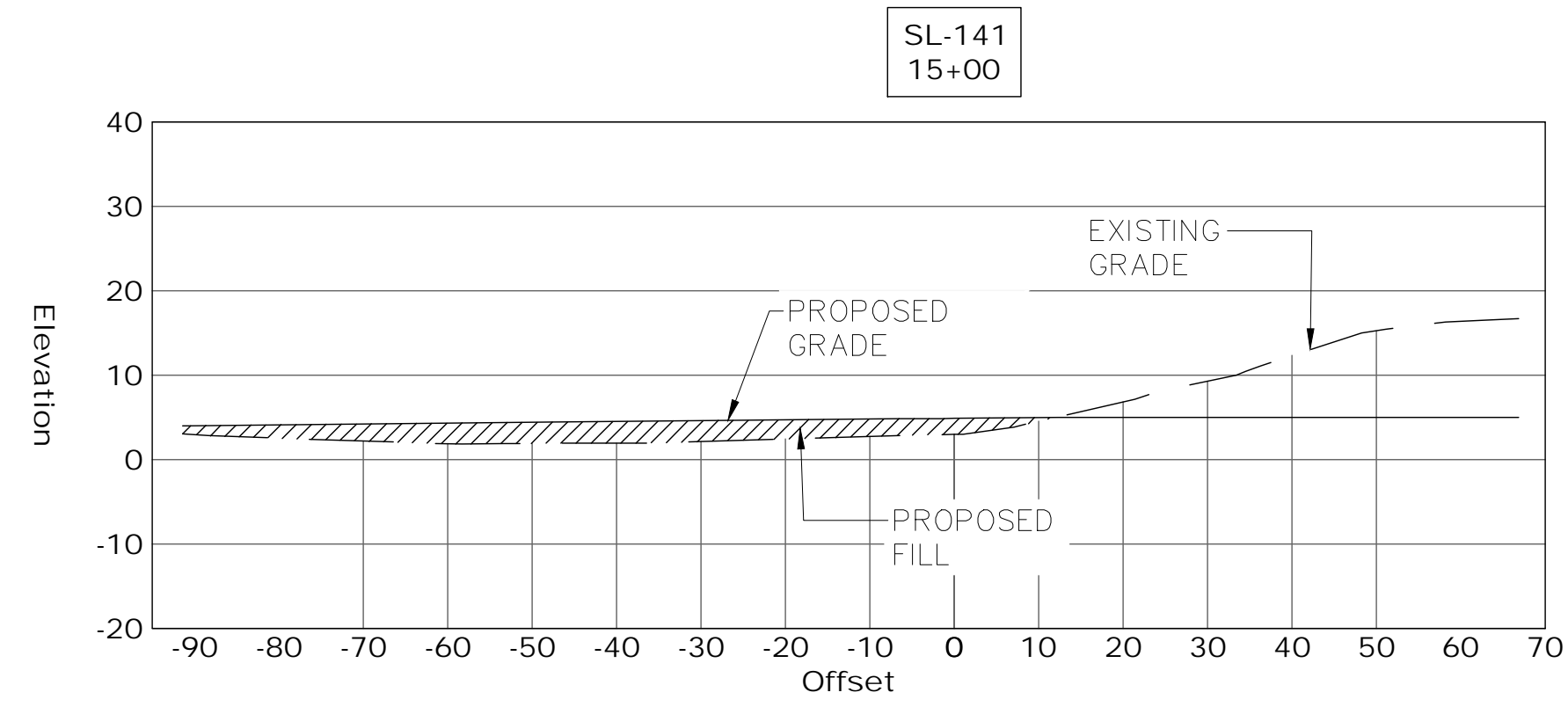
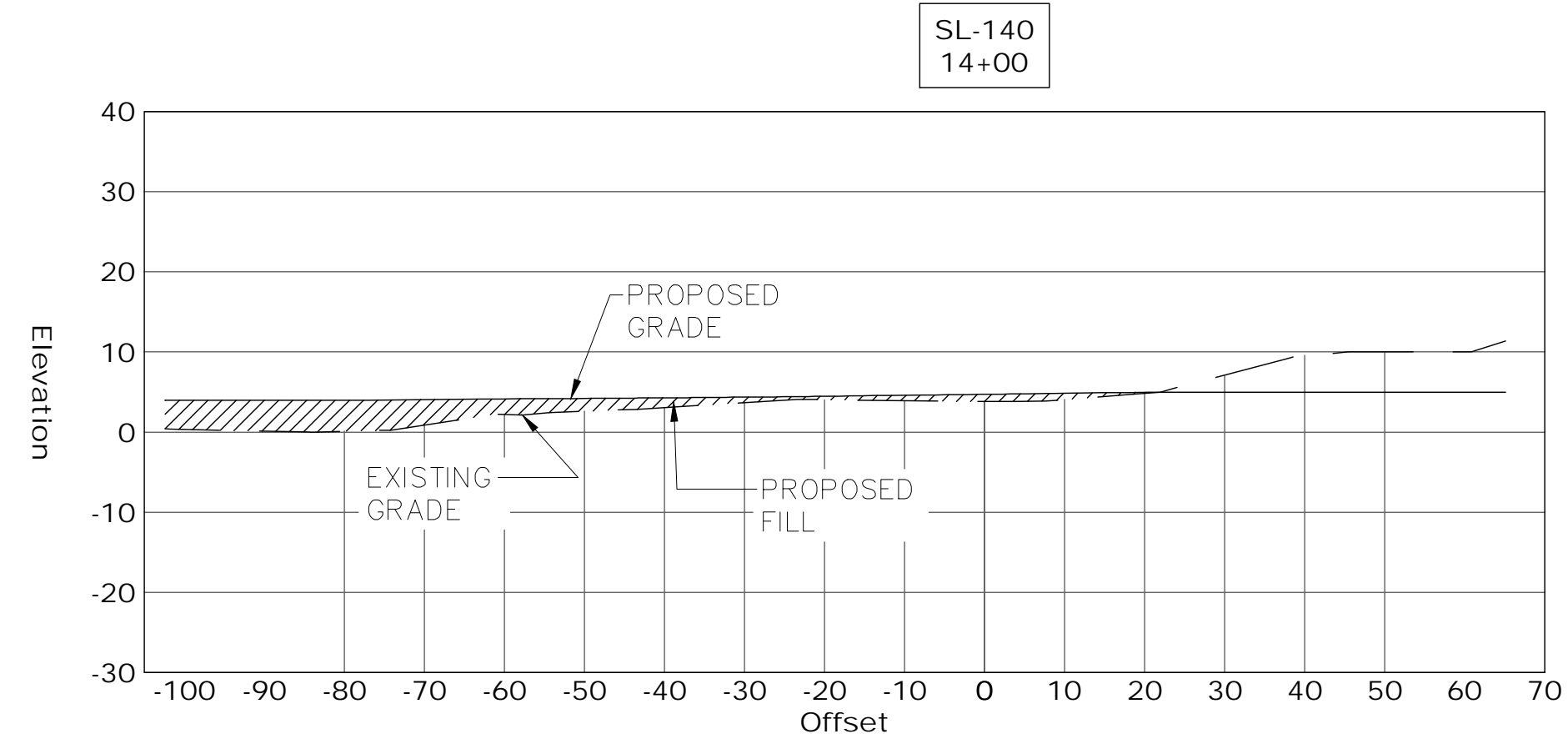
No.	Date	Revision

Designed: B.OSBORN  
Drawn: T.NEWMAN  
Checked: B.OSBORN  
Job No.: 1025.001  
Date: 11/18/2025

**FILL SECTIONS**  
**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

G:\shortcut-targets-by-id\1olekGE42z\Hy87n50Py1ZC\_IM2vQ\WED\Projects\1025 - JENKINS ENGINEERING\001 - NORRIEGO POINT HARBOR RESTORATION\9.0 - CAD WORK\DWG FILES\PLANS\1025.001\_NORRIEGO POINT.dwg, 11/15/2025 3:58:29 PM, Tnewman



Brian Osborn, PE  
FL License No.: 79822

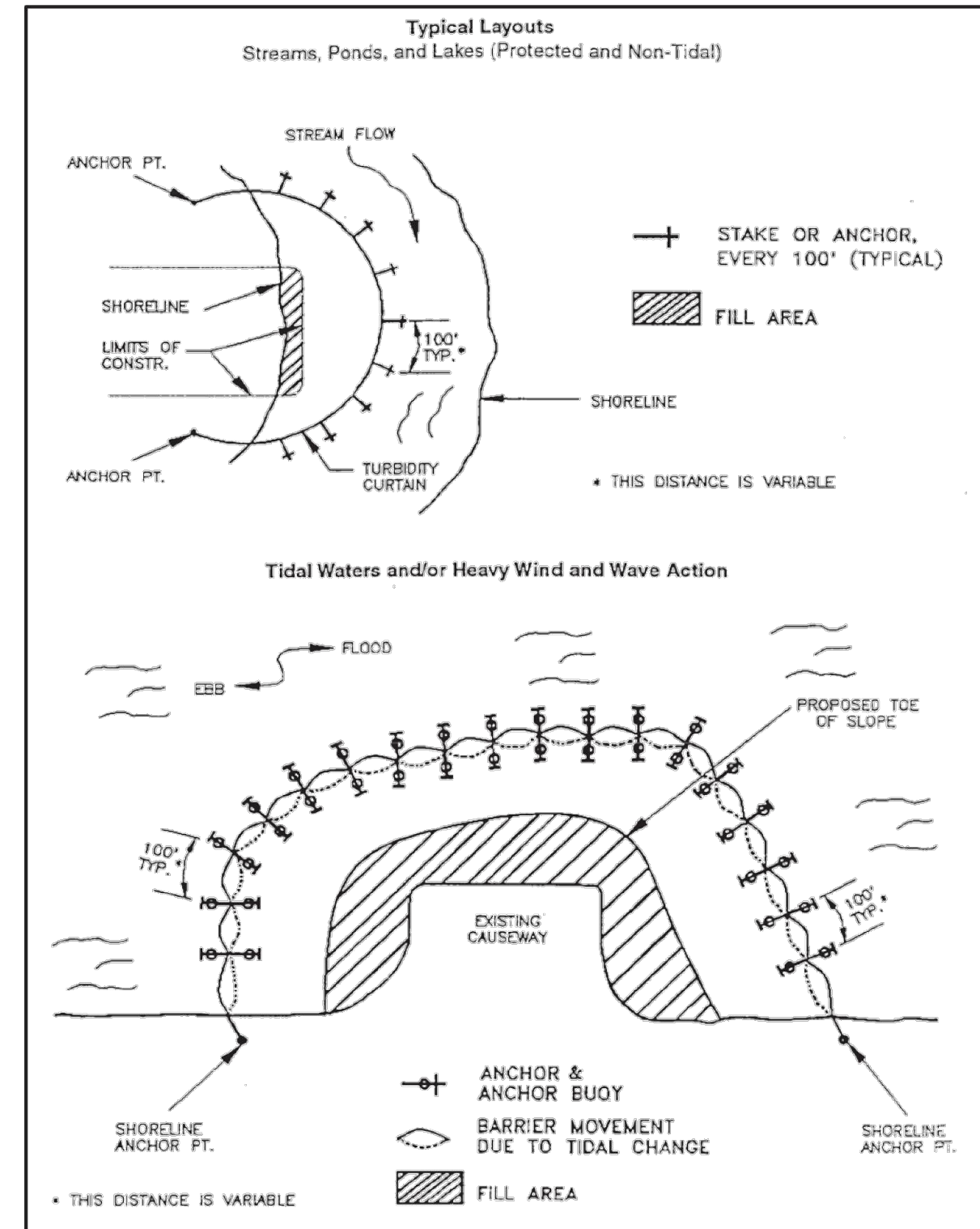
No.	Date	Revision

Designed: B.OSBORN  
Drawn: T.NEWMAN  
Checked: B.OSBORN  
Job No.: 1025.001  
Date: 11/18/2025

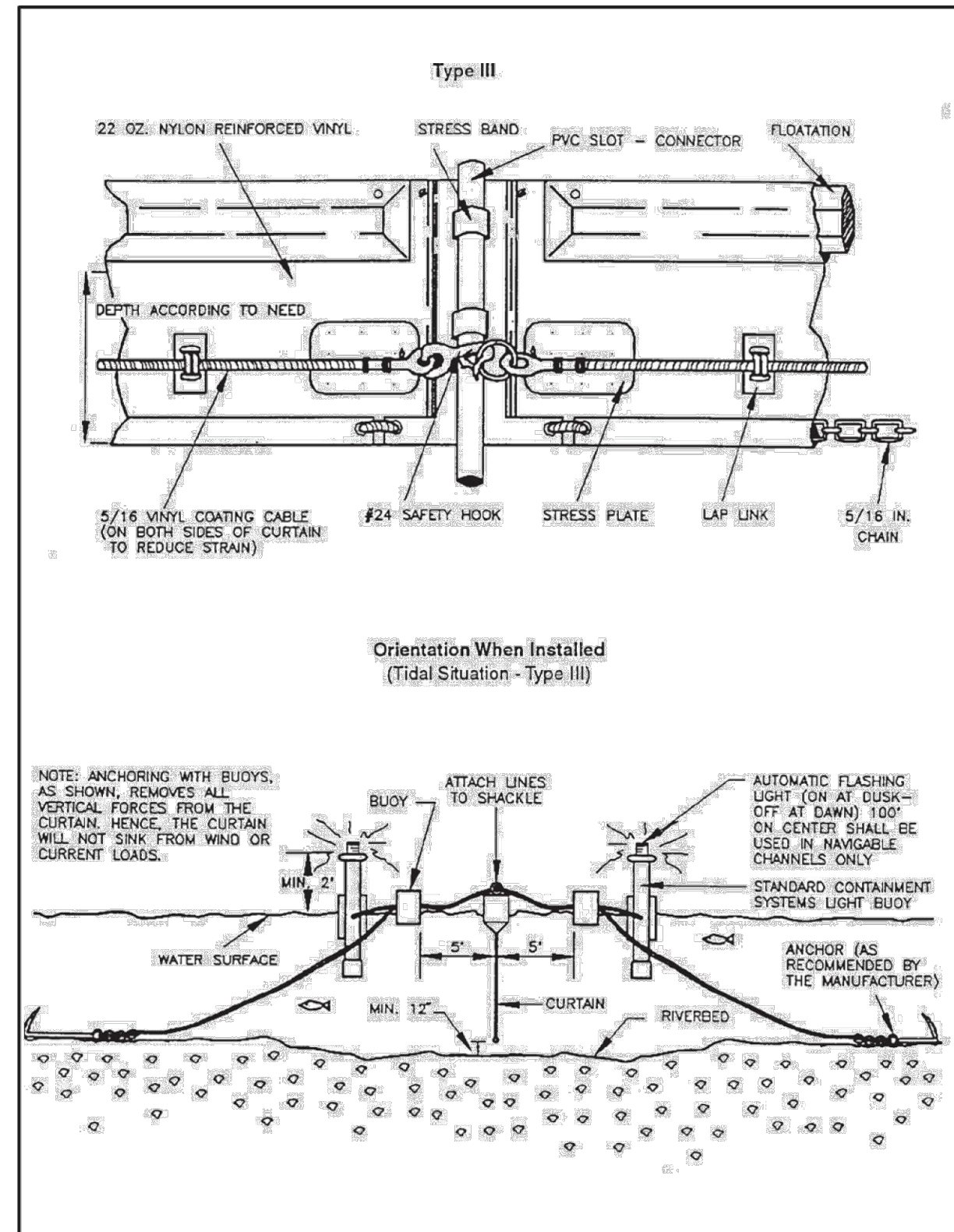
**FILL SECTIONS**  
**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No.  
**CE1.8**



TYP. INSTALLATION LAYOUT



TYPE III TURBIDITY BARRIER

**TYPE III FLOATING TURBIDITY BARRIER DETAIL**

**CONTRACTOR / SUBCONTRACTOR CERTIFICATION TABLE**

THIS SWPPP MUST CLEARLY IDENTIFY, FOR EACH MEASURE IDENTIFIED WITHIN THE SWPPP, THE CONTRACTOR(S) OR SUBCONTRACTOR(S) WHO WILL IMPLEMENT EACH MEASURE. ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) IDENTIFIED IN THE SWPPP MUST SIGN THE FOLLOWING CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN."

Name / Signature	Title	Company Name, Address and Phone Number	Date

NOTE: CONTRACTOR TO ADD SHEETS TO CERTIFICATION TABLE AS NECESSARY.

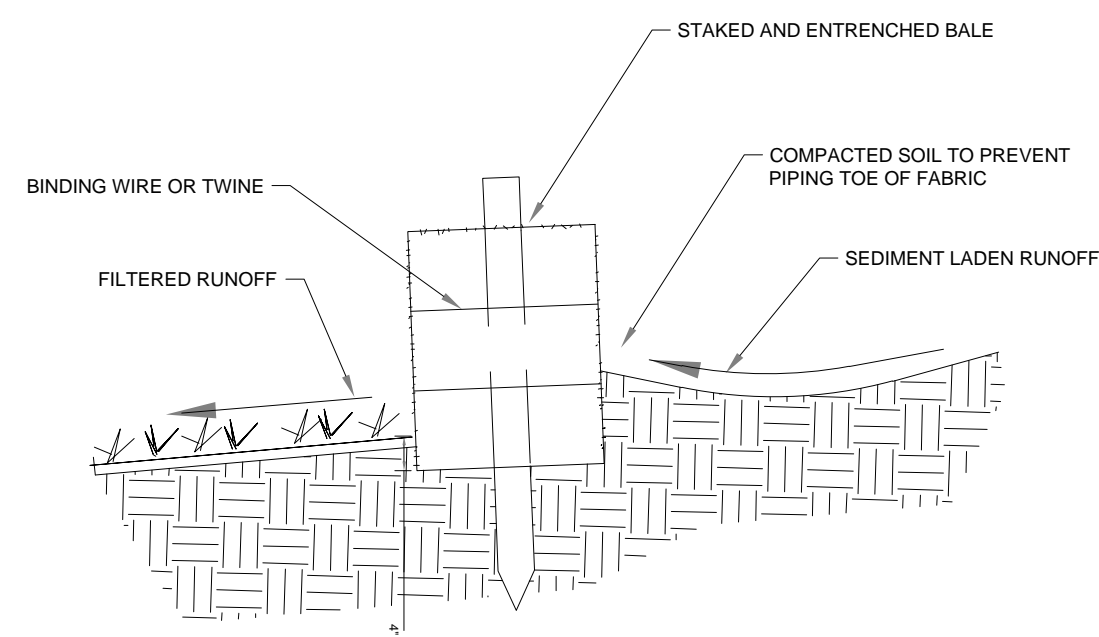
**SWPPP IMPLEMENTATION LOG**

A RECORD OF DATES WHEN BMPs ARE INSTALLED OR REMOVED, STABILIZATION MEASURES ARE INITIATED, MAJOR GRADING ACTIVITIES OCCUR, AND CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON PORTIONS OF THE SITE. THIS FORM MUST BE UPDATED CONTINUOUSLY THROUGHOUT THE PROJECT UNTIL THE NOTICE OF TERMINATION (NOT) IS FILED.

DESCRIPTION OF ACTIVITY	LOCATION	CONTRACTOR	BEGIN DATE	END DATE

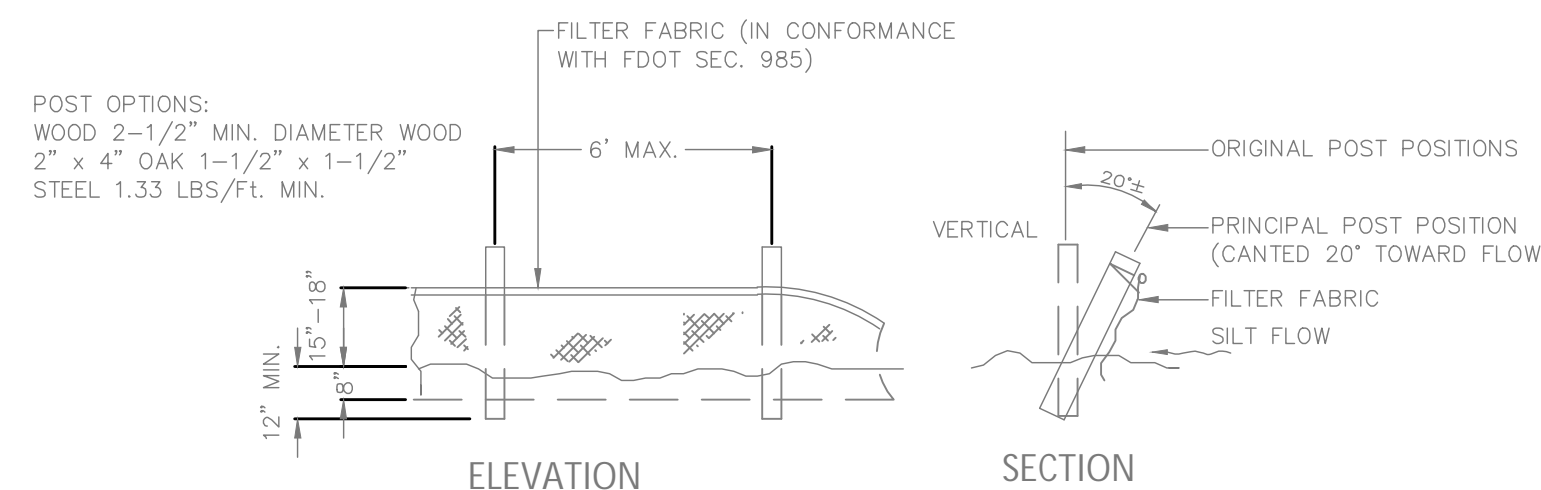
NOTE: CONTRACTOR TO ADD SHEETS TO THE SWPPP IMPLEMENTATION LOG AS NECESSARY.

NOTE: UNLESS OTHERWISE NOTED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR MAY CHOOSE BETWEEN NATURAL HAY OR APPROVED SYNTHETIC MATERIAL



NOTE: LOOSE STRAW SHALL BE CHINKED BETWEEN BALES TO PROVIDE A TIGHT JOINT.

**STAKED HAY BALE DETAIL**



NOTE: DO NOT DEPLOY SILT FENCES IN A MANNER THAT WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND AS TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

**EROSION CONTROL SILT FENCE DETAIL**



Brian Osborn, PE  
FL License No.: 79822

No.	Date	Revision

Designed: B.OSBORN  
Drawn: T.NEWMAN  
Checked: B.OSBORN  
Job No.: 1025.001  
Date: 11/18/2025

**EROSION CONTROL DETAILS**  
**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No.  
**GE1.9**



**EXHIBIT C - BID PROPOSAL FORM  
PRICE PROPOSAL SHEET  
DESTIN, FLORIDA**

RFB NO. 25-16-PW, NORRIEGO POINT HARBOR RESTORATION PROJECT

BIDDER NAME:	
--------------	--

Item No.	Unit	Amt	Description	Unit Price	Total Price
<b>SECTION 1 - GRADING</b>					
1.1	LS	1	Mobilization / Demobilization including City Permits	\$	\$
1.2	LS	1	Post-Construction Bathymetric "As-Built" Survey		
<b>SECTION 2 - DREDGE AND FILL</b>					
2.1	CY	13,019	Sand Dredge, Transfer, and Placement - Sta: 0+00 to 16+50	\$	\$
2.2	LS	1	Turbidity Curtain	\$	\$
2.3	CY	30	Trash/Debris Disposal	\$	\$
<b>TOTAL BASE BID:</b>					<b>\$</b>

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$

**ALTERNATE BID ITEMS**

4.1	CY	2,766	Sand Dredge, Transfer, and Placement - Sta: 16+50 to 41+21	\$	\$
				\$	\$
				\$	\$
<b>TOTAL ALTERNATE BID ITEMS:</b>					<b>\$</b>

**NOTE 1:** ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

**NOTE 2:** CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard

**RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION**

**ADDENDUM NO. 1**

**CITY OF DESTIN, FLORIDA  
REQUEST FOR BIDS RFB NO. 25-16-PW  
NORRIEGO DREDGING PROJECT**

**NOVEMBER 24, 2025**

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The Mandatory Pre-Bid meeting will be held in-person and on Teams. Below is the information for the Teams meeting.

**Microsoft Teams** [Need help?](#)

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_Njc5ZGQyMzYtOTAzOC00ZTQ0LTg2NmUtNWlxZGY4Y2U0ZjQy%40thread.v2/0?context=%7b%22Tid%22%3a%220aaddbc3-b080-4c29-99bd-cf110f030edb%22%2c%22Oid%22%3a%22d4f5a728-ffa4-44ee-b936-ec9ad5630460%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_Njc5ZGQyMzYtOTAzOC00ZTQ0LTg2NmUtNWlxZGY4Y2U0ZjQy%40thread.v2/0?context=%7b%22Tid%22%3a%220aaddbc3-b080-4c29-99bd-cf110f030edb%22%2c%22Oid%22%3a%22d4f5a728-ffa4-44ee-b936-ec9ad5630460%22%7d)

Meeting ID: 247 094 116 962 42

Passcode: JF3bw7q9

---

**Dial in by phone**

[+1 352-505-8379](tel:+13525058379), [223040137#](tel:+1223040137) United States, Gainesville

[Find a local number](#)

Phone conference ID: 223 040 137#

The bid opening date for 25-16-PW remains December 23, 2025 at 2:00 P.M. (CST)

**END OF ADDENDUM NO. 1**

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum No. 1 is hereby acknowledged:

---

Print Name

---

Signature

---

Date

**ADDENDUM NO. 2**

**CITY OF DESTIN, FLORIDA  
REQUEST FOR BIDS RFB NO. 25-16-PW  
NORRIEGO DREDGING PROJECT**

**DECEMBER 11, 2025**

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The City received the following questions from a potential bidder with respect to the City's RFB NO. 25-16-CM. As per the City's standard practice, the City is furnishing the responses below to these questions.

**Question: To meet the 1/31/26 substantial completion deadline, can the contractor work 24 hours per day, 7 days per week including all holidays?**

**Response:** Construction/Dredge Operations are limited to the hours of Monday through Friday, 6 a.m. to 10 p.m., CST, pursuant to the City's noise ordinance. **The Bid Package has been updated.**

Please **REMOVE** Page 2 and Pages 6 through 24 from the Bid Package and **REPLACE** with Page 2 and Pages 6 through 24 of the Revised Bid Package (*Attachment A*).

**Question: The days are extremely restrictive. This project must utilize a small dredge due to the placement area size. Can substantial completion be allowed until 2/15 and final completion by 2/28?**

**Response:** The anticipated substantial completion date has been changed to February 28, 2026. The anticipated project final completion date has been changed to March 14, 2026. In the event that all dredging and heavy equipment operations are not completed by February 15, 2026, the Contractor will be responsible for conducting shorebird monitoring in compliance with the FDEP and USACOE permits (Refer to Attachments B and C for permit requirements). **The Bid Package has been updated.**

Please **REMOVE** Page 2 and Pages 6 through 24 from the Bid Package and **REPLACE** with Page 2 and Pages 6 through 24 of the Revised Bid Package (*Attachment A*).

**Question: The plans and spec state the dredging work must be warrantied. Dredging projects do not have warranties. Material will fill back in naturally. Could the warranty clauses be eliminated?**

**Response:** Warranties shall not apply to dredged or placed materials. References to warranties have been removed from the Contract Documents. **The Bid Package has been updated.**

Please **REMOVE** Page 2 and Pages 6 through 24 from the Bid Package and **REPLACE** with Page 2 and Pages 6 through 24 of the Revised Bid Package (*Attachment A*).

**Question:** Please clarify that all of the dredged material from the channel will be stored on Norriego Point and that the contractor is not responsible for removing the spoils offsite?

**Response:** All dredged sand shall be placed on Norriego Point. No other disposal site shall be used. Any trash or debris dredged shall be properly disposed by the contractor.

**Question:** Please provide a copy of all permits already obtained.

**Response:** Permits previously issued for this work are included as an Attachment to this Addendum No. 2.

Please **INSERT** *Attachment B* (FDEP Permit) and *Attachment C* (USACOE Permit) as Exhibits D and C of the Bid Package, respectively.

**Question:** Please confirm that all areas being dredged are maintenance dredging and that no virgin/new work dredging is being performed on this project.

**Response:** This is a permitted maintenance project.

**Question:** Item 5 Dredge Location Control on Sheet No CE0.2 is not necessary for such a small dredging project like this. This will only add cost to the owner, or the owner may receive no bids due to this requirement not being relevant. We suggest that this requirement be changed to read that the “contractor shall utilize GPS control on its dredge at all times, such as that provided by HYPACK Dredgepack or similar GPS packages.”

**Response:** The contractor can use GPS control for location control.

**Question:** The plans do not state the grade depth and the over depth, there is just one depth specified. For Cross Section 1, CE1.3 as an example, is 14.00 feet the total depth, including 2 feet of over depth?

**Response:** Please see revised construction plans.

Please **REMOVE** the Construction Plans in its entirety and **REPLACE** with Revised Construction Plans (*Attachment D*).

**Question:** What is the engineer’s estimate or owner’s budget for this project?

**Response:** The City’s estimated budget for this project is \$800,000.

**Question: Please confirm that the contractor is being paid based on the difference.**

**Response:** Confirmed. Contractor shall conduct a new bathymetric survey at the end of the project. Pay quantities will be determined by comparing the post-construction bathymetric survey to the pre-construction bathymetric survey. See Note 4 under General Notes on Sheet CE0.2

Please **REMOVE** the Construction Plans in its entirety and **REPLACE** with Revised Construction Plans (*Attachment D*).

**Question: When was the pre-bathymetric survey conducted and what were the means/methods and may I obtain the data from that survey?**

**Response:** The survey is dated August 27, 2025. The bathymetric survey was done via single beam sonar bathymetry. The CAD file for the August 27<sup>th</sup> bathymetric survey can be viewed at <https://www.dropbox.com/scl/fi/zsg2rc7bd5822doydotjw/250254.01-01-Norriego-Point-Dredge-Bathy-Topo.dwg?rlkey=87uk2ndttzh643smcz3de6lfb&st=8a234s6o&dl=0>.

#### **City Modifications to Plans and Specifications**

**The Price Proposal Sheet has been updated. Please REMOVE the Price Proposal Sheet of the Bid Package in its entirety and REPLACE with Revised Price Proposal Sheet (*Attachment E*).**

Addendum also includes:

- Attachment A: Updated Bid Package**
- Attachment B: FDEP Permit**
- Attachment C: USACOE Permit**
- Attachment D: Updated Plan Set**
- Attachment E: Updated Price Proposal Sheet**

The bid opening date for 25-16-PW remains December 23, 2025 at 2:00 P.M. (CST)

**END OF ADDENDUM NO. 2**

A copy of Addendum No. 2 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum No. 2 is hereby acknowledged:

---

Print Name

---

Signature

---

Date

**ADDENDUM NO. 2**

**CITY OF DESTIN, FLORIDA  
REQUEST FOR BIDS RFB NO. 25-16-PW  
NORRIEGO DREDGING PROJECT**

**DECEMBER 10, 2025**



**ATTACHMENT A  
Updated Bid Package**

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**  
**CITY OF DESTIN, FLORIDA**

The City of Destin will receive sealed competitive proposals for the maintenance dredging within the Old Pass Lagoon navigational channel and the placement of fill to replenish sand that has eroded along the south coastline of Norriego Point. The project is located in the City of Destin in the Destin Harbor.

In accordance with the FDEP Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization No. 0288799-003-JC and the Army Corps of Engineers Permit SAJ-2012-00702, this project shall include, but may not be limited to, mobilization/demobilization, ~~setting up piping and project signages~~, installing turbidity curtains around the dredging limits, ~~dredging sand dredging, transfer and placement of~~ approximately ~~15,785~~13,019 cubic yards total of material from the point of beginning (STA 0+00) to point of ending (STA ~~41+22.18~~16+50), ~~moving dredge spoils, placement of approximately 15,785 cubic yards of dredged fill along the south shoreline of~~within Norriego Point ~~Harbor from the point of beginning (STA 0+00) to point of ending (STA 15+95.44)~~, and conducting a bathymetric “as-built” survey of the completed channel. In addition, ~~there is an allowance for the~~this project includes the removal of non-dredged trash/debris disposal ~~for this project~~.

This project has an Alternate Bid Item for sand dredging, transfer and placement of approximately 2,766 CY of material from STA 16+50 to STA 41+21.

In addition, this project has an Alternate Bid Item for shorebird monitoring in the event that dredging and heavy equipment activities extend beyond February 15, 2026.

The anticipated project completion date is ~~February 15~~March 14, 2026.

To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk’s Office at [cityclerk@cityofdestin.com](mailto:cityclerk@cityofdestin.com). Please include “Request for Bid Documents – RFB No. 25-16-PW in the subject line of the email.

Vendors may also obtain the RFB by contacting the City of Destin, City Clerk’s Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday.

Proposal submissions must be received by the City Clerk’s Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **“RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT,”** along with the **name, return address and telephone number of the submitter, no later than 2:00 p.m. CDT, on December 23, 2025**, at which time they will be opened. No electronic bids accepted.

The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City’s best interest.

Larry Jones City Manager

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**1.0 INTRODUCTION**

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for dredging and placement of fill in accordance with the FDEP Consolidated Joint Coastal Permit ([Exhibit D](#)) and Sovereign Submerged Lands Authorization No. 0288799-003-JC and the Army Corps of Engineers Permit SAJ-2012-00702 ([Exhibit E](#)), this project shall include, but may not be limited to, [mobilization/demobilization, , installing turbidity curtains around the dredging limits, sand dredging, transfer and placement of approximately 13,019 cubic yards total of material from the point of beginning \(STA 0+00\) to point of ending \(STA 16+50\), within Norriego Point Harbor, and conducting a bathymetric “as-built” survey of the completed channel. In addition, this project includes the removal of non-dredged trash/debris disposal.](#)

[This project has an Alternate Bid Item for sand dredging, transfer and placement of approximately 2,766 CY of material from STA 16+50 to STA 41+21.](#)

[In addition, this project has an Alternate Bid Item for shorebird monitoring in the event that dredging and heavy equipment activities extend beyond February 15, 2026.](#)

The anticipated [substantial completion date is February 28, 2026. The anticipated ~~project final~~ completion date is ~~February 15~~ March 14, 2026. \*\*In the event that all dredging and heavy equipment operations are not completed by February 15, 2026, the Contractor will be required to conduct shorebird monitoring in compliance with the FDEP and USACOE permits \(Refer to Exhibits D and E for permit requirements\).\*\*](#)

It is the responsive bidder’s responsibility to read and understand the requirements of this Request for Bids. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each responsive bidder will, at bidder’s own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder’s deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this RFB carefully and shall make a written request to the City’s authorized representative for interpretation or correction of any ambiguity, inconsistency, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Responsive bidders are cautioned against relying up on any interpretation or correction given by any other method.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

The submission of a proposal shall not be deemed an agreement between the responsive bidder and the City. The proposal is a contractual offer by the responsive bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

**2.0 INSTRUCTION TO RESPONDENTS**

- A. The City of Destin will accept RFB responses until December 23, 2025, no later than 2:00 p.m. (CDT) at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT**. No electronic bid accepted.
- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.
- C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **December 23, 2025 2:00 p.m. (CDT)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, Florida 32541.
- D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerkclerk@cityofdestin.com. Such a request shall be received in writing by close of business December 5, 2025.
- E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.
- F. **One (1) original and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside "RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT" and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, Florida 32541.**

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

- G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.
- H. Submissions shall be portrait orientation, “8-1/2 inch by 11 inch” where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.
- I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.
- J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City
- K. Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.
- L. The Bid Committee shall consist of City of Destin staff members.
- M. Each responsive bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.
- N. Procurement Schedule

Tasks	Date
<b>RFB issued</b>	<b>November 18, 2025</b>
<b>Mandatory Pre-Bid Meeting</b>	<b>December 2, 2025 at City Hall</b>
<b>Last day for questions to be submitted</b>	<b>December 5, 2025</b>
<b>Due Date/Bid Opening</b>	<b>December 23, 2025</b>
<b>Tentative Date - Bid Committee Evaluation</b>	<b>December 30, 2025</b>
<b>Tentative Date – City Council Meeting</b>	<b>January 5, 2026</b>
<b>Tentative Date- Execution of Contract</b>	<b>January 5, 2026</b>
<b>Tentative Date- Notice to Proceed</b>	<b>January 6, 2026</b>

**There will be a Mandatory Pre-Bid Meeting at City Hall, 4200 Indian Bayou Trail, Destin, Florida 32541 December 2, 2025 at 10:00 am. Attendance by Teams will be allowed, and a meeting link will be provided to contacts on the Plan Holder’s List.**

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**3.0 GENERAL CONDITIONS**

**3.1 Project Description**

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums) All work shall be completed as shown in the construction documents and in accordance with applicable federal, state, and local codes and regulations.

The general description of work shall include, but may not be limited to:

A. Mobilization/demobilization

~~B. Setting up piping~~

~~C. Installing project signs~~

~~D.B. Installing turbidity curtains around the dredging limits~~

~~E.C. Dredging, transfer, and placement of~~ approximately ~~15,785~~13,019 cubic yards total of material from the point of beginning (STA 0+00) to point of ending (STA ~~41+22.18~~16+50)

~~F. Moving dredge spoils~~

~~G. Placement of approximately 15,785 cubic yards of dredged fill along the south shoreline of Norriego Point from the point of beginning (STA 0+00) to point of ending (STA 15+95.44)~~

D. Bathymetric “as-built” survey of completed channel.

E. Allowance for the removal of non-dredged trash/debris disposal.

F. Alternate Bid Item of dredging, transfer and placement of 2,766 cubic yards total of material from STA 16+50 to STA 51.21.

H.G. Alternate Bid Item for shorebird monitoring.

**In the event that all dredging and heavy equipment operations are not completed by February 15, 2026, the Contractor will be required to conduct shorebird monitoring in compliance with the FDEP and USACOE permits (Refer to Exhibits D and E for permit requirements). This is included as an Alternate Bid Item on the Price Proposal Sheet and will activated the day of February 15, 2026, if shorebird monitoring is required.**

~~It is the responsive bidder’s responsibility to read and understand the requirements **The anticipated project completion date is February 28, 2026. Contractor is required to complete the work within 30 days of project mobilization.**~~

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

Contractor is responsible for obtaining all necessary city permits. All permitting costs are to be included in the base offer including permit related signage.

**3.2 Project Schedule**

Final Completion Deadline is ~~March 14, 2026~~~~February 15, 2026~~. Contractor shall reach substantial completion for all work ~~15-14~~ days prior to final completion, or on or before ~~February 28, 2026~~~~January 31, 2026~~. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

- A. The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

<b>ESTIMATED PROJECT SCHEDULE</b>	
<b>Tasks</b>	<b>Date</b>
Permitting	Completed
Anticipated to Begin Construction	January 6, 2026
<u>Date Shorebird Monitoring to Begin if Dredging and Heavy Equipment Operations have not ended</u>	<u>February 15, 2026</u>
Substantial Completion	<u>14</u> Days Prior to Complete Construction or on or before February <del>12</del> <u>8</u> , 2026
<del>Complete Construction-</del>	<del>February 15, 2026</del>
<u>Final Completion</u>	<u>March 14, 2026</u>

**4.0 CONTRACTOR REQUIREMENTS**

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

**4.1 Independent Contractor**

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City’s employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker’s Compensation Act, and the State Unemployment Insurance law.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein.

The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

#### **4.2 License Requirements**

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License <http://www.co.okaloosa.fl.us/gm/licensing>.

Contractor must also be registered in the City of Destin.  
<https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>.

#### **4.3 Insurance Requirements**

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

- A. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

- B. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit.

Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city.

All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

**4.4 Bonding Requirements**

A. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

B. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**4.5 Permitting Requirements**

- A. Contractor is required to obtain all required permits prior to the start of construction.
  - 1. City of Destin Site & Building Permit
  - 2. City of Destin Trade Permits (e.g., electrical, plumbing, etc.)
  - 3. Any and all other applicable and/or required federal, state, and local permits.

**4.6 Codes and Standards**

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

**5.0 CONSTRUCTION CONSIDERATIONS**

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

**5.1 Subcontractor(s)**

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

**5.2 Notice to Proceed**

The City shall issue a signed Purchase order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via facsimile or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**5.3 Changes in Scope of Work**

- A. “Additional work” shall be defined as work that results from a change or alteration in plans concerning the scope of work of the contract or added work necessary to meet the performance goals of the scope of work.
- B. “Extra work” shall be defined as work not required under the scope of work of the contract, is something done or furnished beyond the requirements of the contract and is entirely outside and independent of the scope of work and not contemplated by it.
- C. “Change Order” shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time.
- D. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
- E. All change orders shall be considered a written addendum to the Contract.

**5.4 Site Preparation**

- A. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.
- B. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.
- C. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project.

The tree protection area is defined as a ring of fencing with a radius of 1’ for every 1” of trunk diameter measured at 4.5’ above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.

- D. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc.

Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

- E. Access Control: Contractor will coordinate upland access with the Contractor of the Norriego Point Beach Park.
- F. Hours of Operation: Construction/Dredge Operations are limited to the hours of Monday through Friday, 6 a.m. to 10 p.m., CST, pursuant to the City's noise ordinance. ~~Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance.~~ No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

**5.5 Schedule for Delivery of Materials**

The successful respondent shall be responsible for receiving all materials delivered.

**5.6 Waste Disposal**

Contractor shall be responsible for disposal of all waste and debris.

**5.7 Site Utilities**

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

**5.8 Material Data**

United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

**5.9 Construction Administration & Management**

- A. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.
- B. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.
  - 1. If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
  - 2. Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

3. Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
4. Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

**5.10 Inspection, Acceptance, and Title**

Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City unless loss of damage results from negligence by the City or its Departments.

**5.11 Disputes**

In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City Manager shall be final and binding on both parties.

**5.12 Payments Withheld**

The City may withhold such amounts from any payment as may be necessary to protect itself from loss on account of:

- A. Damage to subject property, adjacent property or right(s)-of-way(s)
- B. Defective work not remedied;
- C. Claims filed or reasonable evidence indicating probable filing of claims;
- D. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- E. A reasonable doubt that the contract can be completed for the balance then unpaid;
- F. Damage to another contractor;
- G. Failure to submit required reports; or
- H. Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**5.13 Temporary Suspension of Work**

The City shall have the authority to suspend the work wholly or in part as it may deem appropriate where the Contractor fails to perform the work in accordance with plans and specifications.

- A. In the event that the City suspends the work as a result of the failure of the Contractor to comply with plans and specifications, the Contractor shall not be entitled to assert claims for additional time and/or money to complete the project and shall remain liable for satisfactory completion of the contract within the contract time.
- B. An order to suspend the work for periods exceeding one calendar day shall be in writing and shall include specific reason for the suspension.

~~5.14 Warranty Submittal Requirements~~

- ~~A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.~~
- ~~B. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.~~
- ~~C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.~~
- ~~D. The City shall incur no labor or equipment cost during the guarantee period.~~
- ~~E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.~~

~~5.15~~5.14 **Defective Work**

All work completed by the Bidder at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

The Bidder shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Bidder fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Bidder for cost thereof.

**5.165.15** Project Close-out

Upon notice from the Bidder that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Bidder will be notified of all instances where his work fails to comply with the specifications. The Bidder shall immediately make those alterations which will make the work fully comply with the specifications. The Bidder shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative. Upon completion of the repair work the Bidder shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Bidder of any necessary repair work that is not completed. The Bidder shall immediately complete all incomplete work and arrange for re-inspection.

**In order to accept project as final the following must occur:**

- A. Completion of the punch list.
- B. Acceptance and occupancy of the project.
- C. Submission and approval of final invoice.
- ~~D. Submission of all product warranties and operating manuals.~~
- E.D. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.
- F.E. Provide accurate construction As-Built drawings representing final installation. Provide Bathymetric As-Built information to City of Destin Engineer for review and approval prior to final approval.
- G.F. Receipt of two (2) hardcopy as-built drawings, stamped by contractor as “As-Built Bathymetric Survey,” in addition to both AutoCAD and PDF electronic versions on a flash drive.
- ~~H. Provide at close of project, all Operations and Maintenance Manuals that include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.~~
- ~~I. Provide written warranties covering quality of labor and installation of all products/materials.~~

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

**J.G.** All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

Any documents prepared by the construction team for this project are for the City of Destin's use. City of Destin shall have sole ownership of such documents to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

**6.0 EVALUATION OF RESPONSES**

**6.1 Selection Process**

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures.

**6.2 Scoring**

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
Price Proposal (1-5 points) x2	10
Qualifications/Experience (1-5 points)	5
Project Approach (1-5 points)	5
Past Performance (1-5 points)	5
<b>TOTAL</b>	<b>25</b>

**6.3 Criteria Descriptions**

A. Price Proposal

1. Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
2. Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
3. Did responsive bidder provide all the requested cost information?
4. How competitive is the price proposal compared to the others received?

B. Qualifications and Experience

1. Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

2. Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
3. Do financial qualifications clearly demonstrate financial stability of the company?

C. Project Approach and Performance Differentiators

1. Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
2. Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
3. Has responsive bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
4. Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
5. Does the contractors schedule and availability practical and meet project requirements?

D. Past Performance

1. Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
2. Basis of evaluation:
3. A pattern of successful completion of work
4. A pattern of work identical to, similar to, or related to the work the project requires.
5. Ability shown through workmanship provided on other projects.
6. Do references demonstrate the company's quality of work?

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**7.0 SUBMITTAL REQUIREMENTS**

**7.1 No Contact Clause**

All prospective responsive bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the responsive bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested responsive bidder and the City must be directed to:

City Clerk Rey Bailey City of Destin  
4200 Indian Bayou Trail Destin, Florida 32541  
850-837-4242  
[cityclerk@cityofdestin.com](mailto:cityclerk@cityofdestin.com)

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

**7.2 Addenda**

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin and agrees to be bound by all addenda that have been issued for this Request for Bids. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

**7.3 Inquiries**

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received by December 5, 2025. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 [cityclerk@cityofdestin.com](mailto:cityclerk@cityofdestin.com).

**7.4 Submittal Preparation**

Submittals should be prepared in the following order:

- A. Coversheet: provide a submittal cover sheet that includes **RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT**, bid opening date and responsive bidder contact information.
- B. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications
- C. Transmittal Letter: provide a signed letter of transmittal that demonstrates the responsive bidder's:
  1. commitment to perform the work,

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

2. understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors.
  3. delineating features that articulate why it is the best qualified firm to perform the work (e.g., bidder's qualifications, competence, and capacity for the construction proposed in this RFB),
- D. Price Proposal Sheet
- E. Completed Forms [Reference RFB Attachments]
1. Attachment No. 1 - Responsive Bidder Qualification Statement
  2. Attachment No. 2 - Public Entity Crime Form
  3. Attachment No. 3 - Drug Free Workplace Certification Form
  4. Attachment No. 4 - Bid Bond Form
  5. Attachment No. 5 - Anti-Human Trafficking Affidavit
  6. Attachment No. 6 - Anti-Collusion Statement
- F. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
- G. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
- H. Addendums (if applicable)

**Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.**

### **7.1 Price Proposal Sheet**

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

### **7.2 Conflict of Interest Disclosure**

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin.

Further, all responsive bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**7.3 Drug Free Workplace Program**

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

**7.4 Public Entity Crime Form**

Each submittal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

**7.5 Anti-Human Trafficking Affidavit**

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2025.

**7.6 Sealed Submittal Packages**

All proposals to be considered must be in the possession of the Destin City Clerk no later than **December 23, 2025, 2:00 p.m. (CDT)**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **“RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT”** and note the time and date of the opening.

Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same.

Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey City of Destin  
4200 Indian Bayou Trail Destin, Florida 32541  
850-837-4242  
cityclerk@cityofdestin.com  
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

**7.7 Bid Withdrawals**

Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

**7.8 Bid Opening**

Proposals are presently scheduled to be opened publicly and read aloud at **December 23, 2025 2:00 p.m. (CDT)** in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

**7.9 Reservation of Rights**

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

**7.10 Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.**

The successful responsive bidder shall:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**ADDENDUM NO. 2**

**CITY OF DESTIN, FLORIDA  
REQUEST FOR BIDS RFB NO. 25-16-PW  
NORRIEGO DREDGING PROJECT**

**DECEMBER 10, 2025**



**ATTACHMENT B**  
**FDEP Permit**



# Florida Department of Environmental Protection

BBob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-240

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

March 24, 2016

City of Destin  
Attn.: Greg Kisela, City Manager  
4200 Indian Bayou Trail  
Destin, Florida 32541

c/o

Taylor Engineering, Inc.  
Attn.: Matthew Trammell, P.E.  
1221 Airport Road, Suite 210  
Destin, Florida 32541

Permit Modification No. 0288799-005-JN  
Permit No. 0288799-003-JC, Okaloosa County  
East Pass and Destin Harbor Maintenance Dredging Mod

Dear Mr. Trammel:

Your request to modify Permit No. 0288799-003-JC was received on January 19, 2016, and has been reviewed by Florida Department of Environmental Protection (Department) staff. The proposed permit modification is to revise the requirements for dredging the portion of the main (East Pass) channel that is located north of the Highway 98 Destin Bridge and to address potential impacts to sea grasses. The proposed permit modification will also clarify the limitations/restrictions for placement of dredged material on Norriego Point.

### **Permitting History:**

East Pass has a long history of dredging, dating back to 1931. Initially all the dredged material was deposited in Open Water/Surf Zone; the exact location is not known. Beginning in 1964, some of the dredged material was placed on Norriego Point. It is estimated that between 1964 and 1995 approximately 1,409,809 cubic yards of dredged material had been placed on Norriego Point. To improve navigational safety and reduce maintenance costs, the U.S. Army Corps of Engineers (Corps) constructed jetties at East Pass in 1969.

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 2 of 30**

On July 14, 1997, the Department issued a ten-year permit (Permit No. **46-276059-9**) to the Mobile District of the Corps for periodic maintenance dredging of the East Pass Navigation Channel. That federally authorized project consisted of the following authorized dredge widths, lengths and depths, referenced to Mean Lower Low Water (MLLW):

- 1) the East Pass Channel from the Gulf of Mexico to the U.S. Highway 98 Bridge, approximately 4,000 - 5,000 feet in length, 180 feet in width, to a depth of -14 feet National Geodetic Vertical Datum (NGVD), plus two feet allowable overdredge;
- 2) the 2,000-foot long section of East Pass Channel extending into the Gulf of Mexico from the outer bar south of the jetties, to a depth of -20 feet MLLW, plus two feet allowable overdredge;
- 3) the Old Pass Lagoon Channel to a depth of -12 feet MLLW, plus two feet allowable overdredge, from a section of the channel extending from the mouth of the lagoon 1,300 feet to the southwest, with a width of 175 feet;
- 4) the remaining 2,800 feet of the Old Pass Lagoon Channel to a depth of -6 feet MLLW, plus two feet allowable overdredge, with a width of 100 feet; and
- 5) the 3,500-foot East Pass Channel, north of the U.S. Highway 98 Bridge, to a depth of -14 MLLW, plus two feet allowable overdredge, to the terminus of the project in the Choctawhatchee Bay.

Material dredged from the Old Pass Lagoon and the East Pass Channel north of the jetties was authorized to be placed on the east and west sand dikes, on the north end of Norriego Point and in the scour hole near the east jetty's spur groin. Dredged material from above the U.S. Highway 98 Bridge was to be placed on the north end of Norriego Point. Excess dredged material deemed by the Permittee as not needed to stabilize the above locations could be placed along the inlet shoreline of Norriego Point waterward of the condominium developments. The material dredged from the East Pass Channel, south of the jetties, was placed in the 200-acre nearshore disposal area located to the west of the western jetty and on the east and west sand dikes as necessary to restore the integrity and stability of the jetties.

On July 14, 1997, the Department issued a modification to Permit No. **46-276059-9** to include jetty rehabilitation. Repair of the eastern and western jetties, located adjacent to the East Pass Navigation Channel, was necessary to return the deteriorating structures to their original (pre-Hurricane Opal) design configurations. The repairs involved placing approximately 20,000 tons of stone, positioned to interlock with the existing stone, on the jetties. In order to enable construction barges to access the shallow areas adjacent to each jetty, the modification also authorized the excavation of two flotation channels adjacent to the jetties, each measuring 8 feet deep by 100 feet wide.

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 3 of 30**

On March 27, 2001, the Department issued Wetland Resource Permit No. **0175572-001-DF** and Coastal Construction Control Line (CCCL) Permit No. **OK-257** to Mr. Rod M. Wright to construct a seawall with riprap toe scour revetment, and segmented breakwater along the shoreline of Norriego Point facing the interior of East Pass. The activity also included placement of beach compatible fill excavated from the construction of the segmented breakwater as back fill for the seawall.

On January 25, 2002, the Department issued Permit Modification No. **0192166-001-JC** to the Corps, to revise Permit No. 46-276059-9. The modification allowed placement of dredged material up to the mean high water line (MHWL) in the approved nearshore disposal area along Eglin Air Force Base (AFB). The original permit allowed placement of sand in this disposal site, but was limited to an area between -14 feet and -5 feet MLLW. By allowing the placement of beach quality sand up to the MHWL, the existing beach profile could be transposed seaward.

On February 27, 2002, the Department issued Permit Modification No. **0192166-002-JC** to the Corps authorizing dredging operations under Permit No. 46-276059-9 to continue uninterrupted if Gulf Sturgeon were encountered, but required the implementation of additional sturgeon protection conditions. In a letter dated December 31, 2001, the U.S. Fish & Wildlife Service (FWS) determined that this continuous dredging, with implementation of the additional Sturgeon Protection conditions, “is not likely to adversely affect the Gulf sturgeon”.

On June 9, 2003, the Department issued Permit Modification No. **0175572-002-DF** to Destin Development, LLC. This was a major modification to Wetland Resource Permit No. 0175572-001-DF and CCCL Permit No. OK-257 to raise the elevation of the top of the vinyl sheet pile wall cap from +5.0 feet NGVD to +7.0 feet NGVD; to strengthen the vinyl sheet pile wall by changing the sheet piles from Shoreguard 700 to thicker Shoreguard 900; to modify the reinforced concrete cap design; to strengthen the main tiebacks by using two No. 8 rods; to change the tieback spacing from 15 feet to 12 feet on center; to lengthen the tiebacks from 20 feet to 23 feet; to increase the size of the concrete deadmen; to raise the top of the fill area, landward of the wall, from +5.0 feet NGVD to +7.0 feet NGVD; and to add weir sections to the T-groins to improve lateral bypassing.

On February 28, 2006, the Department issued Permit Modification No. **0192166-003-EM** to the Corps to revise Permit No. 46-276059-9. The modification allowed a one-time placement of approximately 100,000 cubic yards of dredged material on private property, in a designated upland stockpile site, east of the inlet. Under a separate Coastal Construction Control Line (CCCL) permit, the City of Destin was allowed to utilize this material for shoreline erosion protection, placing all of the stockpiled material on the primary dune or beach berm, above the MHWL.

On September 28, 2007 the Department issued Permit Modification No. **0192166-004-EM** to the Corps, extending the original expiration date of Permit No. 46-276059-9, from July 14, 2007 to July 14, 2008.

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 4 of 30**

On October 28, 2009, the Department issued Permit No. **0288799-001-JC** to the Corps to conduct maintenance dredging of the East Pass Navigation Channel and the Old Pass Lagoon Channel, and to rehabilitate the eastern and western jetties. Material dredged from the Old Pass Lagoon and north of Highway 98 Bridge could be placed on the northern end of Norriego Point. Material dredged from reaches of the Main Channel located south of the bridge would be primarily bypassed to a portion of the beach on Eglin Air Force Base (to the west of East Pass). The Department simultaneously issued a variance, File No. **0288799-002-BV**, which allowed a maximum compliance turbidity level of 3 Nephelometric Turbidity Units (NTUs) above background, and a 3,000-meter down-current mixing zone.

On September 9, 2011, the Department's Northwest District office issued Exemption No. **46-266679-003-EE** to the City of Destin allowing the maintenance dredging of the Old Pass Lagoon Entrance Channel. The dredged material was hydraulically dredged and deposited in an upland material management area on Norriego Point, landward of the Coastal Construction Control Line.

On March 22, 2013, the Department's Northwest District office issued Exemption No. **46-266679-004-EE** to the City of Destin allowing the maintenance dredging of the Old Pass Lagoon Exterior Channel, turning widener and Entrance Channel located around the northern portion of Norriego Point. The dredged material was hydraulically dredged and deposited in two upland material management areas on Norriego Point, landward of the Coastal Construction Control Line. This project was intended to provide supplemental fill material for the activities that would be authorized under Permit No. 0175572-003-JC, described below.

On June 7, 2013, the Department's Northwest District Office issued an Environmental Resource Permit (ERP), File No. **46-0066622-002-EI**, to the U.S. Coast Guard (USCG). The permit authorized maintenance dredging of the boat basin at the USCG station Destin, and deposition of approximately 5,000 cubic yards of dredged material in either an upland dredged material containment cell or an upland geotube. The permit also authorized performance of maintenance dredging in an access channel and placement of approximately 5,000 cubic yards of dredged material in a dredged material management area on Norriego Point. The dredged material management area was previously authorized for use by the Corps under Permit No. 0288799-001-JC.

On June 24, 2013, the Department issued Permit No. **0175572-003-JC** to the City of Destin to restore and stabilize Norriego Point. The permit authorizes placement of fill on the portion of Norriego Point that was recently lost to erosion, and to construct shore stabilization structures to limit further erosion. This project is on-going, and the activities authorized in this modification are intended, in part, to supplement the Norriego Point Stabilization Project, Permit No. 0175572-003-JC.

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 5 of 30**

On August 8, 2013, the Department issued Minor Modification No. **0175572-004-JN** to the City of Destin to correct the Section, Township and Range enumeration of the project location of Permit No. 0175572-003-JC.

On January 31, 2014, the Department issued Minor Modification No. **0175572-005-JN** to the City of Destin to insert the revised permit drawing set into Permit No. 0175572-003-JC.

On March 19, 2014, the Department issued Minor Modification No. **01755472-006-JN** to the City of Destin to allow maintenance dredging activity in Old Pass Lagoon (aka, Destin Harbor Entrance) under Permit No. 0175572-003-JC.

On April 8, 2014, the Department issued Minor Modification No. **0175572-007-JN** to the City of Destin to expand the mixing zone in Permit No. 0175572-003-JC from 150 meters to 500 meters at the Norriego Point disposal area.

On February 26, 2015, the Department issued Permit No. **0288799-003-JC** to the City of Destin to perform maintenance dredging in the East Pass and Destin Harbor navigation Channels, with disposal on Norriego Point, and on the Gulf-front beaches to the east and west of East Pass. The Department simultaneously granted a variance, File No. **0288799-002-BV**, which allowed an expanded mixing zone of 3,000-meter down-current and 200 meters offshore mixing zone for the Gulf-front beach placement sites on the western side of East Pass.

For additional background, please see the *Consolidated Notice of Intent to Issue Joint Coastal Permit, Variance and Authorization to Use Sovereign Submerged Lands* for Permit No. 0288799-003-JC and Variance No. 0288799-004-BV at the following website:

[ftp://ftp.dep.state.fl.us/pub/ENV-PRMT/okaloosa/issued/0288799\\_Destin\\_East\\_Pass\\_Maintenance\\_Dredging/003\\_JC%20and%20004\\_BV/](ftp://ftp.dep.state.fl.us/pub/ENV-PRMT/okaloosa/issued/0288799_Destin_East_Pass_Maintenance_Dredging/003_JC%20and%20004_BV/)

**Justification:**

Permit No. 0288799-003-JC authorized periodic maintenance dredging of the federally authorized East Pass and Destin Harbor navigation channels, with disposal on the gulf-front beaches to the east and west of East Pass. During the first maintenance event, the permit also authorized a one-time placement of dredged materials on Norriego Point (pursuant to Permit No. 0175572-003-JC) and excluded dredging north of the Highway 98 Bridge because no surveys of the seagrass resources in that portion of the project area had been completed at the time the Permit was issued. It was not the intent of the Department to limit placement of material dredged from north of Highway 98 Bridge and from the Old Pass Lagoon on Norriego Point; instead the Department sought only to limit placement on Norriego Point for material dredged from the portion of the main channel located south of Highway 98 Bridge. The seagrass survey was not required prior to issuance of the permit because the Permittee did not intend to dredge north of the Highway 98 Bridge during the first maintenance event. However, a preliminary

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 6 of 30**

assessment of recent bathymetric data (May 2015) indicated that dredging only the area south of the Highway 98 Bridge would not yield the volume of material needed to stabilize Norriego Point. Therefore, the Permittee has determined that it will be necessary to dredge north of the Highway 98 Bridge during the first maintenance event. Prior to dredging north of the Highway 98 Bridge, the Permittee was required to assess potential impacts to seagrasses and to modify the permit pursuant to specific condition 30 of Permit No. 0288799-003-JC.

In the fall of 2015, the Permittee completed a survey of seagrass resources adjacent to the area to be dredged north of the Highway 98 Bridge and provided the Department with a report summarizing the findings of this seagrass survey. This report characterized the condition (e.g., species composition and density) of seagrass resources in the project area and delineated the distribution of resources relative to the dredging footprint. Based on the available information for resources in the project area, the Permittee has agreed to exclude areas containing seagrasses from the mixing zone in order to minimize potential impacts from project-induced turbidity and sedimentation. The Permittee has also agreed to restrict the work zone (i.e., locations where construction vessels may operate and anchor) in portions of the project area containing seagrass resources in order to minimize the potential for impacts, such as those that could result from anchoring of construction vessels.

**Staff Assessment:**

The limitation of placement of dredged material on Norriego Point to the first maintenance dredging event, as stated in the original permit, only applied to material dredged from the portion of the main channel that is located south of Highway 98 Bridge, as that material has historically been suitable for placement on the Gulf-front beaches. Some of that material was needed to initially fill the erosion control structures being built on Norriego Point (Permit No. 0175572-003-JC), so it was authorized for the first maintenance dredging event only. Once the area around those structures was filled, the intention of the East Pass Inlet Management Plan was to place beach-quality material dredged from the portion of the main channel located south of Highway 98 Bridge into the swash zones of the beaches located east and west of East Pass during all future events. However, the material dredged from the area north of the Highway 98 Bridge and from Old Pass Lagoon Channel may not always be suitable for placement on the Gulf-front beaches, but is acceptable for placement on Norriego Point. The Department's intent in the original permit was only to limit the placement of beach-quality material coming from the area south of the bridge onto Norriego Point. Staff recommends that the permit be modified to clarify that placement of material dredged from the area north of the Highway 98 Bridge and from the Old Pass Lagoon Channel onto Norriego Point, is authorized not only during the initial maintenance dredging event, but also during subsequent events.

**Geotechnical Review**

Based upon the Department's knowledge of materials dredged immediately south of the Highway 98 Bridge and coastal processes in the project area, Department staff expect that the material north of the bridge will be of sufficient quality for beach placement. However, the Department does not have the historic documentation for the area north of the Highway 98

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 7 of 30**

Bridge demonstrating that this material is beach-quality, as is available for the area south of the bridge. In the absence of geotechnical sampling in the area north of the Highway 98 Bridge prior to the initial maintenance dredging event, the Department will require 1) that materials dredged from the area north of the bridge be placed only on Norriego Point, as part of the stabilization effort, and 2) that post-placement sampling and analysis of material dredged from the area north of the Highway 98 Bridge be conducted, to document the quality of this material. To clarify, the material dredged north of the Highway 98 Bridge will not be placed on any Gulf-front beach during the initial maintenance dredging event and the Department will require further review of the post-placement geotechnical testing result(s) in order to determine whether or not pre-construction geotechnical surveys (vibracores) will be required prior to authorizing future placement of material dredged from the area north of Highway 98 Bridge on Gulf-front beaches.

**Seagrass / Resource Review**

The intent of the original permit language was also to ensure that impacts to seagrass resources would be avoided to the greatest extent practicable and that monitoring to document any potential project-related impacts to resources would be conducted by the Permittee as necessary. The Department has reviewed the results of the survey of the seagrass resources located north of the Highway 98 Bridge, as well as the information provided by the Permittee on measures that will be taken to minimize potential project-related impacts to those seagrass resources. At this time, seagrass resources have not been documented in close-enough proximity to warrant concerns regarding impacts that may result from sloughing of side-slopes, and Department staff have determined that dredging could be conducted during the first maintenance dredging event with minimal risk to the seagrass resources. Consequently, the Department staff recommends modifying the permit language to authorize dredging north of the Highway 98 Bridge during the initial and subsequent maintenance dredging events. Modifications to the permit language will reflect 1) the measures that the Permittee will take to minimize and monitor potential project-related impacts to seagrass resources and 2) the measures that will be required to ascertain sediment quality and suitability of the material for future use.

Biological monitoring will be required by the Department for reasonable assurance that any potential impacts that may occur as a result of the project will be documented. Biological monitoring of seagrasses in the project area shall be done using standard methods that have been approved by Department staff. The Department will require the Permittee to conduct a pre-construction survey of seagrass resources during the growing season immediately prior to each dredging event north of the Highway 98 Bridge; the survey shall include all seagrass resources located in the pipeline corridor, in work areas (i.e., locations where construction vessels may operate and anchor), and within 150 meters of the dredging footprint. The Permittee will use the results of each pre-construction seagrass survey to design the project (e.g., revise the dredging footprint and use restricted mixing zone and work areas) to minimize impacts to seagrass to the maximum extent practicable. For each maintenance dredging event that occurs north of the Highway 98 Bridge, the Permittee shall provide the results of the current seagrass survey to the contractor for use during planning and construction in order to minimize potential impacts to resources.

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 8 of 30**

The pre-construction survey will be used by the Permittee to minimize potential impacts, but this pre-construction survey will also serve as a baseline assessment of the condition of resources prior to construction. This baseline survey can be used by the Department to evaluate potential impacts if they occur as a result of the project and to assess compensatory mitigation. Under some circumstances, the Department may require the Permittee to conduct post-construction seagrass surveys to identify and document potential impacts. For example, a post-construction survey may be required if impacts to seagrasses may have resulted from unauthorized activities, such as turbidity exceedances or anchoring within 15 meters of seagrasses.

If the results of any pre-construction seagrass survey indicate that the distribution or proximity of seagrasses adjacent to the portions of the channel to be dredged (i.e., dredging footprint) precludes the use of minimization measures (i.e., restricted mixing zone and work areas) that have been included in the permit via this modification, then the Permittee will need to apply for another modification to alter the conditions for turbidity monitoring and seagrass surveys. Such a modification would need to include additional requirements for conducting detailed pre- and post-construction seagrass surveys to assess potential impacts, including but not limited to impacts due to sloughing and sedimentation. Monitoring results from pre- and post-construction surveys will be used by the Department to assess any potential impacts to resources and to evaluate possible compensatory mitigation that may be required to offset those impacts.

The project description shall be revised as follows (~~striketroughs~~ are deletions, underlines are additions):

The project is to perform periodic maintenance dredging of the federally authorized East Pass and Destin Harbor navigation channels. The dredging limits are as follows:

- For the Exterior East Pass Entrance Channel, from Station 0+00 (in the Gulf of Mexico) to Station 38+99 (at the southern end of the East Pass jetties), 180 feet wide, to a maximum allowable depth of -22 feet mean lower low water (MLLW), which includes a design depth of -20 feet, with 2 feet of allowable overdepth;
- For the Interior East Pass Entrance Channel and 2 turning wideners, from Station 39+00 (at the southern end of the East Pass jetties) to Station 146+00 (at the northern terminus of the channel in Choctawhatchee Bay), 180 feet wide in the channel and up to 450 feet wide in the main channel and 350 feet wide in Destin Harbor at the wideners, to a maximum allowable depth of -16 feet MLLW, which includes a design depth of -14 feet, with 2 feet of allowable overdepth;
- For the Old Pass Lagoon Exterior Channel and turning widener, from Station 0+90 (on the south side of the U.S. Highway 98 Bridge) to Station 13+00 (near the northwestern end of Norriego Point), with widths of 175 feet at the western end of the channel, up to 275 feet at the widener and 100 feet at the eastern end of

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 9 of 30**

the exterior channel, to a maximum allowable depth of -14 feet MLLW, which includes a design depth of -12 feet, with 2 feet of allowable overdepth; and

- For the 100-foot wide Old Pass Lagoon Entrance Channel, from Station 13+00 (near the northwestern end of Norriego Point) to Station 41+25 (inside of Destin Harbor), to a maximum allowable depth of -8 feet MLLW, which includes a design depth of -6 feet, with 2 feet of allowable overdepth.

The first maintenance dredging event will remove approximately 100,000 to 130,000 cubic yards of beach quality material from the navigation channels and place the dredged material along Norriego Point, as previously authorized in Permit No. 0175572-003-JC for the Norriego Point Stabilization Project. Material dredged from the Old Pass Lagoon Channel and from the portion of the main channel located north of Highway 98 Bridge during subsequent events may continue to be placed on Norriego Point. ~~Dredged material dredged from the portion of the main channel located south of Highway 98 Bridge, during subsequent maintenance dredging activities events~~ will be placed in the swash zones of the beaches east and west of East Pass, as specified in accordance with the updated East Pass Inlet Management Plan.

Chapter 62B-49, F.A.C., was revised in 2015, and that included a new set of general conditions for Joint Coastal Permits. Therefore, the old set of general conditions in this permit shall be replaced with the new general conditions, as follows (~~strikethroughs~~ are deletions, underlines are additions):

1. ~~All activities authorized by this permit shall be implemented as set forth in the plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The Permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to section 62B-49.008, Florida Administrative Code.~~
2. ~~If, for any reason, the Permittee does not comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Beaches Inlets and Ports Program and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.~~
3. ~~This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local, special district~~

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 10 of 30**

~~laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.~~

- ~~4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of sovereignty land of Florida seaward of the mean high water line, or, if established, the erosion control line, unless herein provided and the necessary title, lease, easement, or other form of consent authorizing the proposed use has been obtained from the State. The Permittee is responsible for obtaining any necessary authorizations from the Board of Trustees of the Internal Improvement Trust Fund prior to commencing activity on sovereign lands or other state-owned lands.~~
- ~~5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.~~
- ~~6. This permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.~~
- ~~7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The Permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.~~
- ~~8. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules. Reasonable time may depend on the nature of the concern being investigated.~~

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 11 of 30**

9. ~~At least forty-eight (48) hours prior to commencement of activity authorized by this permit, the Permittee shall submit to the Beaches Inlets and Ports Program (JCP Compliance Officer) and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the Permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.~~
  
10. ~~If historic or archaeological artifacts, such as, but not limited to, Indian canoes, arrow heads, pottery or physical remains, are discovered at any time on the project site, the Permittee shall immediately stop all activities in the immediate area that disturb the soil in the immediate locale and notify the State Historic Preservation Officer and the Beaches Inlets and Ports Program (JCP Compliance Officer). In the event that unmarked human remains are encountered during permitted activities, all work shall stop in the immediate area and the proper authorities notified in accordance with Section 872.02, F.S.~~
  
11. ~~Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall submit to the Beaches Inlets and Ports Program (JCP Compliance Officer) and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on two paper copies and one electronic copy of as-built drawings submitted to the Beaches Inlets and Ports Program (JCP Compliance Officer).~~
  
1. All activities authorized by this permit shall be implemented as set forth in the project description, permit drawings, plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to Rule 62B-49.008, F.A.C.
  
2. If, for any reason, the permittee does not comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; and,

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 12 of 30**

if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local or special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.
4. Pursuant to Sections 253.77 and 373.422, F.S., prior to conducting any works or other activities on state-owned submerged lands, or other lands of the state, title to which is vested in the Board of Trustees, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees shall not be considered received until it has been fully executed.
5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
6. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.
7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
8. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 13 of 30**

9. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall electronically submit to the Department, by email at [JCPCCompliance@dep.state.fl.us](mailto:JCPCCompliance@dep.state.fl.us), and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.
  
10. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, shipwreck remains or anchors, dugout canoes or other physical remains that could be associated with Native American cultures, or early Colonial or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)245-6333 or (800)847-7278, as well as the appropriate permitting agency office. Project activities shall 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, F.S.
  
11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the permittee shall electronically submit to the Department, by email at [JCPCCompliance@dep.state.fl.us](mailto:JCPCCompliance@dep.state.fl.us), and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on as-built drawings electronically submitted to the Department, by email at [JCPCCompliance@dep.state.fl.us](mailto:JCPCCompliance@dep.state.fl.us).

The specific conditions shall be revised as follows (~~strikethroughs~~ are deletions, underlines are additions):

5. No work shall be conducted under this permit until the Permittee has received a written notice to proceed from the Department for each event. At least 30 days prior to the requested date of issuance of the notice to proceed, the Permittee shall

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 14 of 30**

submit a written request for a Notice to Proceed along with the following items for review and approval by the Department:

- a. An electronic copy of detailed final construction plans and specifications for all authorized activities. The **plans and specifications** must be consistent with the project description of this permit and the attached permit drawings, and shall also be certified by a professional engineer (P.E.), who is registered in the State of Florida. The plans and specifications shall include a description of the dredging and construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g., anchoring areas, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project.
- b. ***Turbidity monitoring qualifications.*** In order to assure that turbidity levels do not exceed the compliance standards established in this permit, construction at the project site shall be monitored closely by an independent third party with formal training in water quality monitoring and professional experience in turbidity monitoring for coastal construction projects. Also, an individual familiar with beach construction techniques and turbidity monitoring shall be present at all times when fill material is discharged on the beach. This individual shall have authority to alter construction techniques or shut down the dredging or beach construction operations if turbidity levels exceed the compliance standards established in this permit. The names and qualifications of those individuals performing these functions along with 24-hour contact information shall be submitted for approval;
- c. A **Scope of Work for the turbidity monitoring** to ensure that the right equipment is available to conduct the monitoring correctly at any location, and under any conditions; this scope of work shall include a detailed description of procedures for monitoring turbidity in areas with seagrass resources (see Specific Condition 27 below).
- d. Prior to the second event authorized under this permit, and each subsequent event, the **results of the intermediate turbidity monitoring** shall be evaluated and provided to the Department. If the results indicate that the project can be built using a smaller mixing zone, this adjustment shall be made through an administrative modification to the permit prior to commencement of construction.
- e. Documentation from the U.S. Fish and Wildlife Service (FWS) that this work will be covered under a Statewide Programmatic **Biological Opinion** or a Biological Opinions (BO) issued for construction on this

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 15 of 30**

project site. If the BO contains conditions that are not already contained herein, the Notice to Proceed will not be issued until the permit has been modified to include those additional conditions.

- f. Prior to the second dredging event authorized under this permit, and each subsequent event, the **Physical Monitoring Data**, as specified in Specific Condition 9, shall be submitted to select the appropriate placement locations.
  - g. For each construction event subsequent to the initial event, for which dredging will occur north of the Highway 98 Bridge, a report that summarizes the post-placement geotechnical data and analysis of the material dredged from portions of the channel located north of the Highway 98 Bridge during the previous dredging event(s), shall be submitted. This report shall also include the written confirmation from the Department regarding the compatibility of the dredged material for beach placement; the result of the review initiated pursuant to Specific Condition 7.c.ii.
  - h. For each dredging event north of the Highway 98 Bridge, a report shall be submitted that summarizes the findings of the pre-construction seagrass survey. The pre-construction survey shall document the current condition of seagrass resources in the project area, including (but not limited to), information on species composition, density and distribution, pursuant to Specific Condition 30(a), below. A map and GPS coordinates for the boundaries of all seagrass resources within 150 meters of the dredging shall be provided with each report.
    - i. This submittal shall document that the Permittee has 1) provided the contractor with a copy of the seagrass report, maps showing the seagrass distribution, and the GPS coordinates for the boundaries of seagrass resources and 2) instructed the contractor to use these data to monitor turbidity, pursuant to Specific Condition 27, and to avoid anchoring in or near seagrass areas, pursuant to Specific Condition 30(d).
7. Sediment quality shall be assessed as outlined in the Sediment QA/QC Plan dated September, 2014 (received on September 3, 2014). ~~Any occurrences of placement of material not in compliance with the Plan shall be handled according to the protocols set forth in the Sediment QA/QC Plan. The sediment testing result shall be submitted to the JCP Compliance Officer within 90 days following the completion of beach construction. The Sediment QA/QC Plan include the~~

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 16 of 30**

following:

- ~~a. If during construction, the Permittee or Engineer determines that the beach fill material does not comply with the sediment compliance specifications, measures shall be taken to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department.~~
- ~~b. The Permittee shall submit post construction sediment testing results and an analysis report as outlined in the Sediment QA/QC Plan to the JCP Compliance Officer within 90 days following each beach construction event. The sediment testing results shall be certified by a P.E. or P.G. from the testing laboratory. A summary table of the sediment samples and test results for the sediment compliance parameters as outlined in Table 1 of the Sediment QA/QC Plan shall accompany the complete set of laboratory testing results. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the geotechnical investigation shall be included in the sediment testing results report.~~
- ~~c. A post remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced shall be submitted to the JCP Compliance Officer within 7 days following completion of remediation activities.~~
- a. Any placement of material that is not in compliance with the Plan shall be handled according to the protocols set forth in the Sediment QA/QC Plan.
  - i. If during construction, the Permittee or Engineer determines that the beach fill material does not comply with the sediment compliance specifications, measures shall be taken to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department. As soon as possible, but no later than 7 business days after having received the results from the laboratory, the Permittee shall make the results available to the Department.
  - ii. If required by the QA/QC Plan, a post-remediation report, containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced shall be submitted to the JCP Compliance Officer. This shall be submitted within 60 days following completion of remediation activities.

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 17 of 30**

- b. The post-construction sediment testing result(s), certified by a P.E. or P.G. from the testing laboratory, and an analysis report, as outlined in the Sediment QA/QC Plan, shall be submitted to the JCP Compliance Officer within 90 days following the completion of each beach construction event. A summary table of the sediment samples and test results for the sediment compliance parameters, as outlined in Table 1 of the Sediment QA/QC Plan, shall accompany the complete set of laboratory testing results. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the geotechnical investigation shall be included in the sediment testing results report.
- c. Additionally, the material to be dredged from the area north of the Highway 98 Bridge shall only be placed on Norriego Point, and not on a Gulf-fronting beach until a history of beach-quality sediment can be documented. The history of beach quality sediment shall be established as follows:
- i. The Permittee shall collect samples of the material dredged from the area north of the Highway 98 Bridge at 10,000 cubic yard intervals (or a minimum of 4 samples, whichever is greater). These samples shall be analyzed, and the sediment testing results and analysis shall be reported, as outlined in the Sediment QA/QC plan and as reiterated in Specific Condition 7.b. In the post construction sediment report, the Permittee shall clearly identify and differentiate the sediment testing results and analysis by source and placement area.
- ii. Prior to each subsequent construction event, for which dredging will occur north of the Highway 98 Bridge, the Permittee shall request, via email to [CEReview@dep.state.fl.us](mailto:CEReview@dep.state.fl.us) and copied to the JCP Compliance Officer, that the Department review previous post-construction geotechnical report(s) for material dredged from the area north of Highway 98 Bridge, and the Permittee shall consult with the Department to determine the most appropriate location for the placement of materials during that event. If material that does not meet the sand criteria in Rule 62B-41.007(2)(j) and (k), F.A.C. is placed on the beach, post-construction sampling from the previous event cannot serve as pre-construction sampling, and sampling within the channel areas to be dredged must be conducted prior to the next dredging event. In the event that the Department determines that pre-construction geotechnical sampling (vibracores) of the area north of the Highway 98 Bridge will be required prior to placing the material

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 18 of 30**

on a Gulf-front beach, the Permittee is advised to initiate this review and consultation well in advance of planning the construction event, but no later than 90 days prior to submittal of the NTP items above.

27. Water Quality - Turbidity shall be monitored as follows:

Units: Nephelometric Turbidity Units (NTUs).

Frequency: 3 times daily, at least 4 hours apart, during all dredging and sand placement operations. Sampling shall be conducted **while the highest project-related turbidity levels are crossing the edge of the mixing zone**. Since turbidity levels can be related to pumping rates, the dredge pumping rates shall be recorded, and provided to the Department upon request. The compliance samples and the corresponding background samples shall be collected at approximately the same time, i.e., one shall immediately follow the other.

Location: Background: At surface, mid-depth, and (for sites with depths greater than 25 feet) 2 meters above the bottom, clearly outside the influence of any artificially generated turbidity plume or the influence of an outgoing inlet plume.

**Dredge Site:** Samples shall be collected at least 300 meters up-current from the source of turbidity at the dredge site.

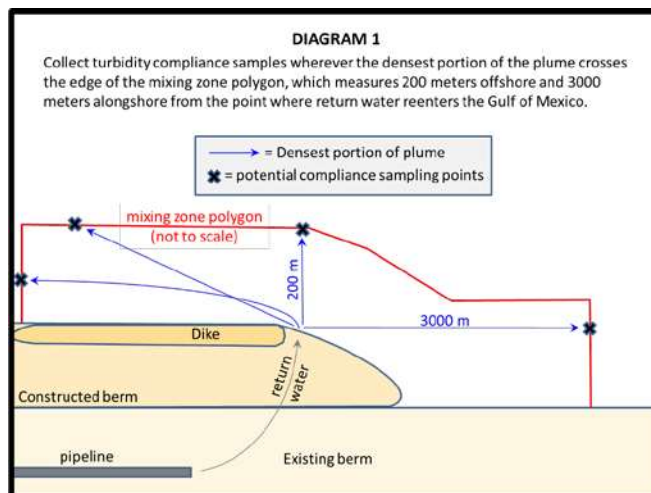
**Gulf-Front Beach Sites:** Samples shall be collected at least 300 meters up-current from any portion of the beach that has been, or is being, filled during the current construction event, at the same distances offshore as the associated compliance samples.

**Norriego Point Site:** Samples shall be collected at least 300 meters up-current from any portion of the site that has been, or is being, filled during the current construction event, at the same distances offshore as the associated compliance samples.

Compliance: At surface, mid-depth, and (for sites with depths greater than 25 feet) 2 meters above the bottom.

**Dredge Site:** Samples shall be collected 150 meters down-current from the dredge head (or at the edge of the nearest seagrass bed in the down-current direction, whichever is closer), and from any other source of turbidity generated by the dredge, in the densest portion of any visible turbidity plume. If no plume is visible, follow the likely direction of flow.

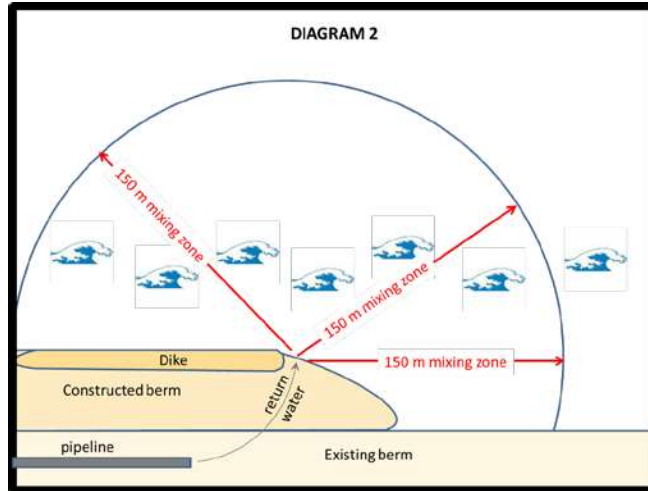
**Gulf-Front Beach Site, on the western side of East Pass (in OFW):** Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone polygon, which measures up to 200 meters offshore and up to 3,000 meters alongshore from the point where the return water from the dredged discharge reenters the Gulf of Mexico. *Note: If the plume flows parallel to the shoreline, the densest portion of the plume may be close to shore, in shallow water. In that case, it may be necessary to access the sampling location from the shore, in water that is too shallow for a boat. See Diagram 1.*



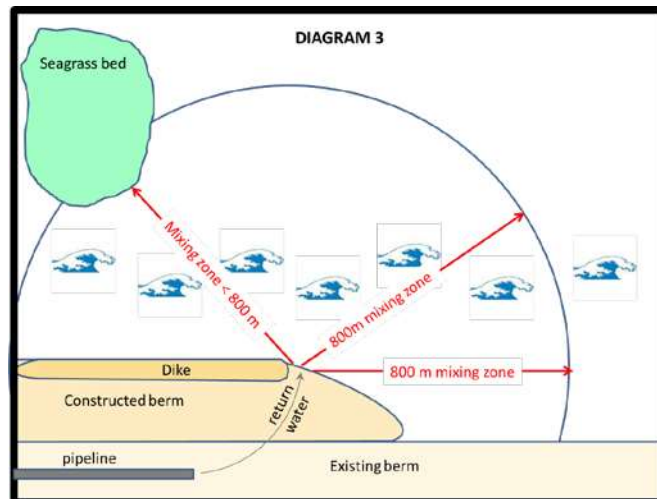
**Gulf-Front Beach Site, on the eastern side of East Pass (outside of OFW):** Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone, which measures 150 meters down-current from the point where the return water from the dredged discharge reenters the Gulf of Mexico, as shown in Diagram 2. *Note: If the plume flows parallel to the shoreline, the densest portion of the plume may be close to shore, in shallow water. In that case, it may be necessary*

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 20 of 30**

*to access the sampling location from the shore, in water that is too shallow for a boat.*



**Norriego Point Site:** Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone, which measures 800 meters down-current from the point where the return water from the dredged discharge reenters East Pass, or at the edge of the nearest seagrass beds in the down-current direction, whichever is closer. *Note: If the plume flows parallel to the shoreline, the densest portion of the plume may be close to shore, in shallow water. In that case, it may be necessary to access the sampling location from the shore, in water that is too shallow for a boat. See Diagram 3.*



**Intermediate Monitoring** shall be conducted at the placement sites where the mixing zone exceeds 150 meters in size. Samples shall be collected at surface, mid-depth, and (for sites with depths greater than 25 feet) 2 meters above bottom. Intermediate sampling sites for the Gulf-front placement shall be located in the densest portion of the turbidity plume, at points approximately 1,000, 1,500, 2,000 and 2,500 meters down-current from the point where the return water from the dredged discharge reenters the Gulf of Mexico (if those points are located inside the mixing zone). Intermediate sampling sites for the Norriego Point placement shall be located in the densest portion of the turbidity plume, at points approximately 150, 250 and 500 meters down-current from the point where the return water from the dredged discharge reenters East Pass (if those points are located inside the mixing zone). These measurements will be used to establish the appropriate mixing zone size for subsequent events.

**Calibration:** The instruments used to measure turbidity shall be fully calibrated with primary standards within one month of the commencement of the project, and at least once a month throughout the project. Calibration with secondary standards shall be verified each morning prior to use, after each time the instrument is turned on, and after field sampling using two secondary turbidity “standards” that bracket the anticipated turbidity samples. If the post-sampling calibration value deviates more than 8% from the previous calibration value, results shall be reported as estimated and a description of the problem shall be included in the field notes.

Analysis of turbidity samples shall be performed in compliance with DEP-SOP-001/01 FT 1600 Field Measurement of Turbidity:

<http://publicfiles.dep.state.fl.us/dear/sas/sopdoc/2008sops/ft1600.pdf>

If the turbidity monitoring protocol specified above prevents the collection of accurate data, the person in charge of the turbidity monitoring shall contact the JCP Compliance Officer to establish a more appropriate protocol. Once approved in writing by the Department, the new protocol shall be implemented through an administrative permit modification.

28. The **compliance** locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the **compliance** sites that are greater than 3.0 NTUs above the corresponding background turbidity levels for the Gulf-Front Beach Site, on the western side of East Pass (in OFW), 6.2 NTUs above the

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 22 of 30**

corresponding background turbidity levels for the Norriego Point placement site when the plume extends into OFW, or 29 NTUs above the corresponding background turbidity levels outside the OFW, the construction activities shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall also be immediately reported to the JCP Compliance Officer via email at [JCPCompliance@dep.state.fl.us](mailto:JCPCompliance@dep.state.fl.us) and include in the subject line, “TURBIDITY EXCEEDANCE”, and the Project Name and Permit Number. Also notify the Department’s Northwest District office.

Any project-associated turbidity source other than the authorized dredging or fill placement (e.g., scow or pipeline leakage) shall be monitored as close to the source as possible. If the turbidity level exceeds the limits stated in the preceding paragraph, the construction activities related to the exceedance shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. This turbidity monitoring shall continue every hour until background turbidity levels are restored or until otherwise directed by the Department. The Permittee shall notify the Department, by separate email to the JCP Compliance Officer, of such an event within 24 hours of the time the Permittee first becomes aware of the discharge. The subject line of the email shall state “OTHER PROJECT-ASSOCIATED DISCHARGE, TURBIDITY EXCEEDANCE”.

- a. When reporting a turbidity exceedance, the following information shall also be included:
  - ai. the Project Name;
  - bii. the Permit Number;
  - eiij. location and level (NTUs above background) of the turbidity exceedance;
  - dijv. the time and date that the exceedance occurred; and
  - ey. the time and date that construction ceased.
- b. Prior to re-commencing the construction, a report shall be emailed to the JCP Compliance Officer with the same information that was included in the “Exceedance Report”, plus the following information:

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 23 of 30**

- ai. turbidity monitoring data collected during the shutdown documenting the decline in turbidity levels and achievement of acceptable levels;
- bi. corrective measures that were taken; and
- cii. cause of the exceedance.

Note: if turbidity exceedances repeatedly occur in portions of the project area containing seagrass resources, the Department may require a post-construction survey to document potential impacts (see Specific Condition 30 below).

30. ~~The initial dredging event shall not include the portion of the Main Channel that extends north of the Highway 98 Bridge, where seagrasses are present. During subsequent events, the portion of the channel located north of the bridge shall not be dredged unless the permit is modified to include seagrass monitoring and addresses the potential seagrass impacts and mitigation. Seagrass surveys shall be required prior to the dredging of this area. In the event a permit modification is granted to authorize dredging north of the Highway 98 Bridge the following conditions apply:~~
- a. ~~The in water seagrass survey shall involve a visual inspection of the channel, the proposed pipeline route, the 150 meter mixing zone adjacent the dredge area, and all vessel operation areas. Transects shall be no more than 20 meters apart, or the minimum spacing necessary for visual assessment of all marine substrate within the areas of concern. The perimeter of all seagrass beds within the mixing zone shall be delineated on a map at a resolution sufficient to help the contractor avoid anchoring within the beds, and for use in Specific Condition No. 27 (Water Quality Monitoring). The density of seagrass and macroalgae shall be indicated for various portions of the community. Species composition and abundance information shall also be noted and spatially referenced. A copy of this map shall be provided to the Department with the first weekly turbidity report described in Specific Condition No. 29.~~
  - b. ~~If seagrasses are located within 15 meters of the top of the adjusted channel side slopes, the dredging would be prohibited. However, the prohibition could be rescinded if the Permittee applies for and receives a permit modification to address any necessary adjustments to the turbidity mixing zone, the possible need for seagrass mitigation, the possible need for a post construction survey, and the possible need for seagrass monitoring.~~

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 24 of 30**

- ~~e. The identified pipeline corridor shall avoid seagrasses and macroalgae within a 3-meter radius of the centerline. However, if the pipeline corridor cannot avoid such resources, the Permittee may apply for a permit modification to allow a minimal amount of impact. The permit modification application must include a quantitative estimate of seagrass acreage and density (including species composition) within the corridor and address seagrass avoidance, mitigation or remediation strategies.~~
- ~~d. Whenever seagrasses occur within 50 meters of the channel being dredged, coordinates of all dredge anchor drop points shall be recorded using DGPS technology, accurate to two (2) meters. The Permittee shall instruct the contractor to anchor outside of seagrass beds.~~
- ~~e. Within 21 days of completing any dredging north of the Highway 98 Bridge, a post-construction seagrass survey shall be conducted following the same approximate transect routes as were used for the pre-construction survey, except that areas previously identified as barren sand do not need to be re-surveyed. Although anchoring is prohibited within seagrass beds, if such unauthorized anchoring occurs, divers shall assess the impacts at those anchor locations. Within 60 days of the post-construction seagrass survey, a report shall be emailed to the JCP Compliance Officer documenting all signs of impact to the seagrass beds since the pre-construction survey (e.g., reduced perimeter, reduced density, and scouring), and an approximate quantification of the extent of the impacts.~~
- ~~f. Impacts to seagrasses are not approved by this permit unless so authorized through a permit modification. Unintentional impacts to seagrasses will require remediation and may require further mitigation to fully offset the impacts.~~

No impacts to seagrasses are authorized by this permit. In order to minimize the potential for impacts and to document any unauthorized impacts that may occur as a result of the project, prior to each dredging event for any portion of the Main Channel north of the Highway 98 Bridge, within 150 meters of seagrass resources, the following conditions shall be met:

- a. The Permittee shall complete an in-water seagrass survey of all seagrass beds within the vessel operation areas, proposed pipeline route(s) and within at least 150 meters of the dredging footprint.

Seagrass surveys shall be conducted using standard monitoring methods; the specific methods to be used for each seagrass survey shall be determined through coordination (confirmed via written correspondence) with Department staff prior to initiating field activities. Coordination with

the Department shall be initiated by the Permittee no later than 60 days prior to initiating field activities. Transects used to survey seagrasses shall be no more than 25 meters apart, or the minimum spacing necessary for visual assessment of all marine substrate within the areas of concern. The perimeter of all seagrass beds within 150 meters of the dredging footprint shall be delineated on a map at a resolution sufficient to help the contractor avoid anchoring within the beds, and for use in Specific Condition No. 27 (Water Quality Monitoring). The density of seagrass and macroalgae shall be indicated for various portions of the community. Species composition and abundance information shall also be noted and spatially referenced.

If dredging will occur during the seagrass growing season, the pre-construction seagrass survey shall be conducted during that growing season. If dredging will start after the seagrass growing season, then the seagrass survey shall be conducted during the seagrass growing season immediately prior to the dredging. In order to be acceptable, the pre-construction seagrass survey must be representative of the current condition of resources in the project area at the time of construction.

A report on the seagrass survey results and a map showing the distribution of seagrasses shall be provided to the Department as soon as practicable, but should be submitted no later than 30 days prior to construction, pursuant to Specific Condition 5(h), above. The Permittee shall provide the contractor with a copy of the seagrass report, maps showing the seagrass distribution, and the GPS coordinates for the boundaries of seagrass resources. The Permittee shall instruct the contractor to use these data to monitor turbidity, pursuant to Specific Condition 27, and to avoid anchoring in or near seagrass areas, pursuant to Specific Condition 30(d).

- b. Dredging shall not occur wherever the top of the adjusted channel side slopes (as documented by the pre-construction survey) would come within 15 meters of seagrasses. However, the prohibition could be rescinded if the Permittee applies for, and receives, a permit modification to address any necessary adjustments to the turbidity mixing zone and the possible need for seagrass mitigation and / or monitoring.
- c. The centerline of the identified pipeline corridor shall avoid seagrasses and macroalgae by at least 3 meters on each side. However, if the pipeline corridor cannot avoid such resources, the Permittee may apply for a permit modification to authorize anticipated impacts, which may require mitigation. The permit modification application must include a quantitative estimate of seagrass acreage and density (including species

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 26 of 30**

composition) within the corridor and address seagrass avoidance, mitigation or remediation strategies. If a leak or rupture of the pipeline is detected within 150 meters of seagrass resources, then corrective actions to minimize impacts shall be immediately initiated and a survey to assess impacts shall be conducted within 21 days. The report describing the pipeline leak / rupture, any corrective action(s) taken to remediate the situation, and the results of the impact assessment shall be provided to the Department within 90 days of completing the survey.

- d. When dredging occurs within 50 meters (164 feet) of seagrass resources, then the Permittee shall report the coordinates of all dredge anchor drop points, which shall be recorded using DGPS technology with an accuracy of no less than two (2) meters (6.6 feet). The Permittee shall require that the contractor anchor at least 15 meters (49 feet) outside of seagrass beds.

The Permittee shall require the contractor to use the seagrass map (provided pursuant to Specific Condition 30(a), above) as guidance and shall advise the contractor that the distribution of seagrasses may change between the time of the pre-construction survey and the time of construction. The Permittee shall require the contractor to visually inspect (i.e., from the vessel) the area prior to anchoring to confirm the absence of seagrass resources. The Permittee shall require the contractor to report any violations of this condition to the Department (by emailing the JCP Compliance Officer) within 24 hours.

- e. If seagrass resources are present within 150 meters of the dredging footprint or within 15 meters of any authorized work areas, then following the completion of each dredging event north of the Highway 98 Bridge, a post-construction seagrass survey may be required by the Department. This post-construction survey shall be conducted following the same methods and using the same approximate transect routes as were used for the pre-construction survey, except that areas previously identified as barren sand do not need to be re-surveyed.

The Department may require the Permittee to complete a post-construction seagrass survey if unauthorized impacts have been observed or are likely to have occurred. Activities which may result in unauthorized impacts include, but are not limited to, the following circumstances:

- i. If unauthorized anchoring occurs (i.e., anchoring within 15 meters (49 feet) of seagrass resources);

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 27 of 30**

- ii. If turbidity exceedances (as documented pursuant to Specific Conditions 27 and 28, above), occur repeatedly during construction in portions of the project area containing seagrass resources; or
- iii. If a pipeline leak / rupture occurs within 150 meters of seagrass resources.

Any post-construction seagrass surveys required by the Department (as prescribed above) shall be completed in the same growing season as construction, if construction activities were completed during the seagrass growing season. If construction activities are completed after the seagrass growing season, then the post-construction seagrass survey shall be completed during the growing season immediately following construction at the same time of year that the pre-construction survey was completed in order to minimize potential differences in surveys due to seasonal variation.

Within 90 days of the post-construction seagrass survey, a report shall be emailed to the JCP Compliance Officer documenting all signs of impact to the seagrass beds since the pre-construction survey (e.g., reduced perimeter, reduced density, and scouring), and an approximate quantification of the extent (acreage) of the impacts.

- f. Impacts to seagrasses are not approved by this permit unless so authorized through a permit modification. Unintentional impacts to seagrasses will require remediation, and the Permittee may be required by the Department to provide compensatory mitigation to fully offset the impacts.

After thorough review of your application, staff finds that the proposed modification is not expected to adversely affect water quality or change the determination that the project is clearly in the public interest. Since the proposed modification is not expected to result in any adverse environmental impact or water quality degradation, the **permit is hereby modified** as stated above. By copy of this letter, and the attached drawings, we are notifying all necessary parties of the modification.

This letter of approval does not alter the **February 26, 2030**, expiration date of the permit. The only Specific Conditions of the permit that are altered by this modification are those stated above. This letter and the attached drawings must be attached to the original permit.

This permit is hereby modified unless a sufficient petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, Florida Statutes (F.S.), as provided below. The procedures for petitioning for a hearing are set forth below. Mediation under Section 120.573, F.S., is not available for this proceeding.

## **NOTICE OF RIGHTS**

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

### **Petition for Administrative Hearing**

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

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

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

### **Time Period for Filing a Petition**

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 29 of 30**

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

**Extension of Time**

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

**Mediation**

Mediation is not available in this proceeding.

**FLAWAC Review**

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

**Judicial Review**

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

When there has been no publication of notice of agency action or notice of proposed agency action as prescribed in Rule 62-110.106, F.A.C., a person may request a copy of the agency

**Notice of Permit Modification**  
**Permit Modification No. 0288799-005-JN**  
**East Pass and Destin Harbor Maintenance Dredging Mod**  
**Page 30 of 30**

action. The Department shall upon receipt of such a request, if agency action has occurred, promptly provide the person with notice. The Department does not require notice of this agency action to be published. However, the applicant may elect to publish notice as prescribed in Rule 62-110.106, F.A.C., which constitutes notice to the public and establishes a time period for submittal of any petition.

If you have any questions regarding this matter, please contact Ivana Kenny by email at [Ivana.Kenny@dep.state.fl.us](mailto:Ivana.Kenny@dep.state.fl.us) or by telephone at (850) 245-7618.

Sincerely,



Lainie Edwards, Ph.D.  
Program Administrator  
Beaches, Inlets and Ports Program  
Division of Water Resource Management

cc	Greg Kisela, Destin City Manager	Reginald Bradley, Field Inspector
	David Campbell, City of Destin	Kristen Sella, FWC
	Martin Seeling, DWRM	Justin Davis, FWC
	Ralph Clark, DWRM	FWC Marine Turtle Website
	Jennifer Steele, DWRM	FWC Conservation Services Website
	Tom Edwards, DWRA	CE Review
	Rolando Gomez, DWRM	<a href="mailto:Corpsjaxreg-nl@usace.army.mil">Corpsjaxreg-nl@usace.army.mil</a>
	BIPP Permit File	David Sherry
	Elizabeth Orr, DEP Northwest District	John Donovan

**FILING AND ACKNOWLEDGMENT**

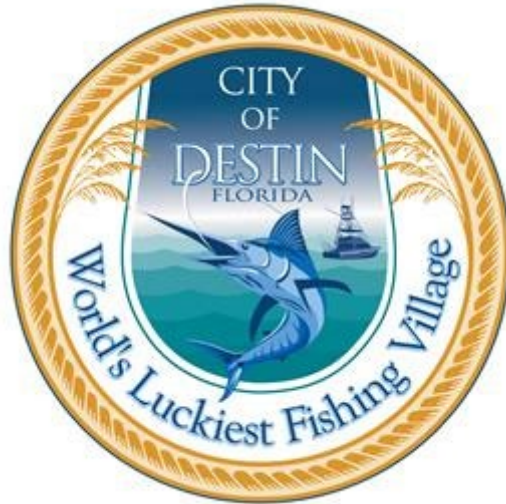
FILED, on this date, pursuant to Section 120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

<u><i>Kira Carmichael</i></u>	<u>3/24/2016</u>
Deputy Clerk	Date

**ADDENDUM NO. 2**

**CITY OF DESTIN, FLORIDA  
REQUEST FOR BIDS RFB NO. 25-16-PW  
NORRIEGO DREDGING PROJECT**

**DECEMBER 10, 2025**



**ATTACHMENT C  
USACOE Permit**



**DEPARTMENT OF THE ARMY**  
**JACKSONVILLE DISTRICT CORPS OF ENGINEERS**  
**PENSACOLA REGULATORY OFFICE**  
**41 NORTH JEFFERSON STREET, SUITE 301**  
**PENSACOLA, FLORIDA 32502**

November 16, 2023

Regulatory Division  
North Permits Branch  
Pensacola Permits Section  
SAJ-2012-00702 (NW-HMM)

City of Destin  
c/o Lance Johnson, City Manager  
4200 Indian Bayou Trail  
Destin, FL 32541

Dear Mr. Johnson:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit. Your application was assigned file number SAJ-2012-00702. A review of the information and drawings provided shows the proposed work is for the restoration and stabilization of 340 linear feet of eroded shoreline on the north side of Norriego Point. The work consists of the discharge of a total of 1,956 cubic yards of fill within a 19,610-square foot area (11,564 square feet seaward of the mean high water line and 8,046 square feet landward of the mean high water line) to the previously authorized footprint. The work also includes the installation of 10,400 square foot articulated concrete mattress. The project is located at 1 Gulf Shore Drive, in Destin Harbor, Latitude 30.393349° North, Longitude 86.512998° West, Section 26, Township 2 South, Range 23 West, in Destin, Okaloosa County, Florida.

The aspect of your project associated with sand fill, as depicted on the enclosed drawings, is authorized by Nationwide Permit 3 (NWP-3) Maintenance. The aspect of your project associated with the articulated concrete mattress, as depicted on the enclosed drawings, is authorized by Nationwide Permit 13 (NWP-13), Shoreline Stabilization. **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. Alternatively, you can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book web page 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 "Source Book" and then select "Nationwide Permits." These files contain the description of the NWP authorization, the NWP general conditions, and the regional conditions, which apply specifically to this NWP verification.

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

**General Conditions (33 CFR PART 320-330):**

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 transfer form attached to this letter 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. For your convenience, a copy of the certification is attached if it contains such conditions.
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](mailto: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-2012-00702 (NW - HMM), on all submittals.

2. **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 (Attached).
3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
4. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
5. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend 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.
6. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.

7. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance in toxic amounts, in accordance with Section 307 of the Clean Water Act.
8. **Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the **Pensacola** Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.
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. **Eastern Indigo Snake Protection Measures and Inspection:** Permittee shall comply with the attached U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated August 12, 2013. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at <http://myfwc.com/gophertortoise>. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.
11. **Manatee Conditions:** The Permittee shall comply with the attached "Standard Manatee Conditions for In-Water Work – 2011".
12. **Biological Opinion:** This permit does not authorize the Permittee to take an endangered species, in particular the threatened loggerhead sea turtle (*Caretta caretta*), endangered green sea turtle (*Chelonia mydas*), endangered leatherback sea turtle (*Dermochelys coriacea*), endangered Kemp's Ridley sea turtle (*Lepidochelys kempii*), endangered hawksbill sea turtle (*Eretmochelys imbricata*), or threatened Gulf sturgeon (*Acipenser oxyrinchus desotoi*). In order to legally take a listed species, the Permittee must have separate authorization under the Endangered Species Act (ESA) (e.g., an ESA Section 10 permit, or a BO under ESA Section 7, with "incidental take" provisions with which you must comply). The enclosed National Marine Fisheries Service Biological Opinion (BO), dated April 19, 2013 (Attached), does not authorize "incidental take" of any species and therefore does not contain mandatory terms and conditions. The permittee shall immediately

report to the Jacksonville District Corps' Pensacola Regulatory Office the take of any federally protected species that may occur as a result of activities associated with this authorization; take of a species includes to harass, harm, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct.

### 13. Cultural Resources/Historic Properties:

- a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.
- b. If, during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with native cultures or early colonial settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps at the addresses listed in the **Reporting Address Special Condition** within the same business day (8 hours). The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions.
- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO 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.

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 verification letter or have issues accessing the documents reference in this letter, please contact Holly Millsap at the letterhead address above, via telephone at 850-470-9823, or via e-mail at [Holly.M.Millsap@usace.army.mil](mailto:Holly.M.Millsap@usace.army.mil).

Sincerely,



Holly Millsap  
Project Manager

Enclosures

CC: Kierstin Masse, Taylor Engineering, Agent

## **COMMENCEMENT NOTIFICATION**

*Within ten (10) days of initiating the authorized work, submit this form via electronic mail to [saj-rd-enforcement@usace.army.mil](mailto: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-2012-00702 (NW-HMM)

2. **Permittee Information:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

3. **Construction Start Date:** \_\_\_\_\_

4. **Contact to Schedule Inspection:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Date

**SELF-CERTIFICATION STATEMENT OF COMPLIANCE**

**Permit Number: SAJ-2012-00702 (NW-HMM)**

Permittee's Name & Address (please print or type): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Location of the Work: \_\_\_\_\_

\_\_\_\_\_  
Date Work Started: \_\_\_\_\_ Date Work Completed: \_\_\_\_\_

**PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES \_\_\_\_\_ NO \_\_\_\_\_**

**TO SCHEDULE AN INSPECTION PLEASE CONTACT \_\_\_\_\_**  
**AT \_\_\_\_\_**

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acreage or Square Feet of Impacts to Waters of the United States: \_\_\_\_\_

Describe Mitigation completed (if applicable): \_\_\_\_\_

\_\_\_\_\_  
Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

**DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST**

**Permit Number: SAJ-2012-00702 (NW-HMM)**

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](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 15 MB).

\_\_\_\_\_  
**(TRANSFEREE-SIGNATURE)**

\_\_\_\_\_  
**(SUBDIVISION)**

\_\_\_\_\_  
**(DATE)**

\_\_\_\_\_  
**(LOT)**

\_\_\_\_\_  
**(BLOCK)**

\_\_\_\_\_  
**(NAME-PRINTED)**

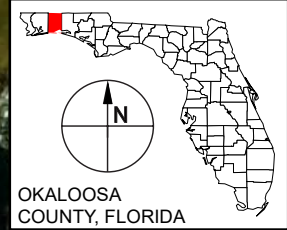
\_\_\_\_\_  
**(STREET ADDRESS)**

\_\_\_\_\_  
**(MAILING ADDRESS)**

\_\_\_\_\_  
**(CITY, STATE, ZIP CODE)**

**LEGEND**

★ NATURAL RESOURCE SURVEY  
LOCATION  
(30° 23' 30.494" N; 86° 30' 41.978" W)



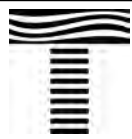
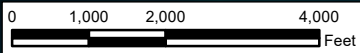
Choctawhatchee Bay

Norriego Point

Destin Harbor

East Pass

Gulf of Mexico



**TAYLOR ENGINEERING INC.**  
10199 SOUTHSIDE BOULEVARD  
SUITE 310  
JACKSONVILLE, FL 32256  
CERTIFICATE OF AUTHORIZATION # 4815

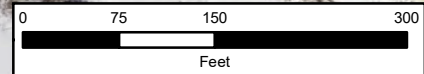
FIGURE 1  
LOCATION MAP  
NATURAL RESOURCE SURVEY  
NORRIEGO POINT STABILIZATION PROJECT  
OKALOOSA COUNTY, FLORIDA

PROJECT	C2015-058-01
DRAWN BY	AC
SHEET	
DATE	SEP 2022



**LEGEND**

- PROJECT
- MEAN HIGH WATER LINE (2022)

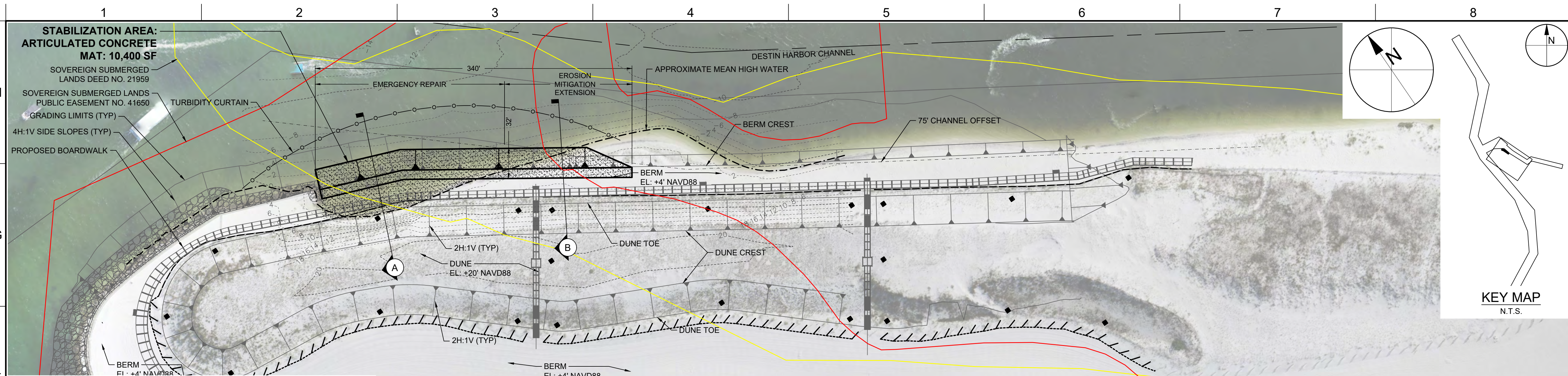


**TAYLOR ENGINEERING INC.**  
 4300 LEGENDARY DRIVE  
 SUITE C246  
 DESTIN, FL 32541  
 CERTIFICATE OF AUTHORIZATION # 4815

**FIGURE 8**  
 AERIAL - 07/23/2021  
 NORRIEGO POINT HARBOR SHORELINE  
 STABILIZATION AND RESTORATION PROJECT  
 OKALOOSA COUNTY, FLORIDA

**NOTES:**  
 1. DRONE IMAGERY ACQUIRED BY:  
 TAYLOR ENGINEERING, INC. (JULY 2021)  
 2. MEAN HIGH WATER LINE SURVEYED BY:  
 FGS SURVEYORS (SEPT. 2022)

PROJECT	C2021-045
DRAWN BY	KM
SHEET	
DATE	FEB 2023



**TAYLOR ENGINEERING INC.**  
 4300 LEGENDARY DR., SUITE 246  
 DESTIN, FL 32541  
 (850)-460-7040  
 10199 SOUTHSIDE BLVD.  
 SUITE 310  
 JACKSONVILLE, FLORIDA 32256  
 (904)-731-7040  
 REGISTRY # 4815

SEAL  
 DUNCAN GREER P.E.#83306  
 PROJECT TITLE

**NORRIEGO POINT HARBOR SHORELINE STABILIZATION**

**Call 811 before you dig.**  
 PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

NO	ZONE	REVISIONS / SUBMISSIONS	DATE
2	2		
2	2		
1	1		

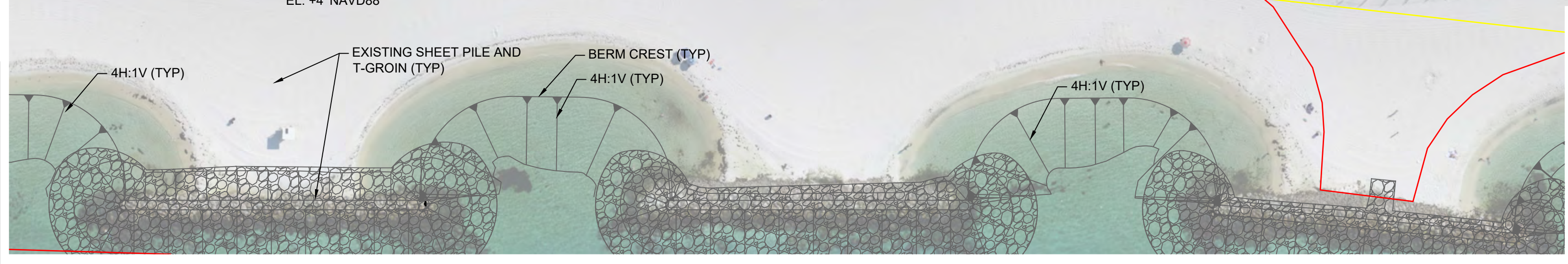
PROJECT NO	C2015-058
DATE	AUG 2021
DESIGNED	MAT
DRAWN	AF
CHECKED	KAK/JTA/CLT
REVIEWED	MAT
SCALE	AS SHOWN

DRAWING TITLE  
**HARBOR SHORELINE PROTECTION**

**C-1**

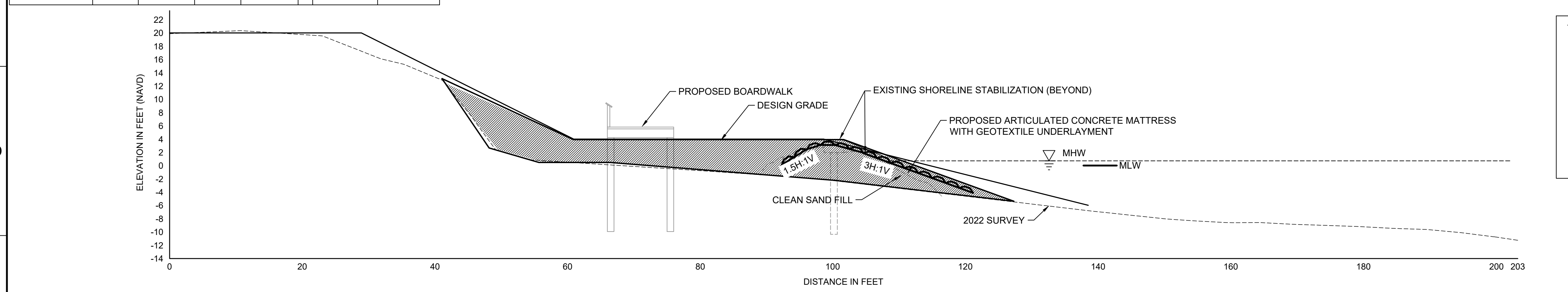
**EMERGENCY AND EROSION MITIGATION AREAS AND VOLUMES**

	LANDWARD OF EXISTING MHW		SEAWARD OF EXISTING MHW		AREA TOTAL (SQ. FT.)	VOLUME TOTAL (CY)
	AREA (SQ. FT.)	VOLUME (CY)	AREA (SQ. FT.)	VOLUME (CY)		
EMERGENCY REPAIR	4345	291	11196	1506	15541	1797
EROSION MITIGATION EXTENSION	3701	144	368	15	4069	159
<b>TOTAL</b>	<b>8046</b>	<b>435</b>	<b>11564</b>	<b>1521</b>	<b>19610</b>	<b>1956</b>

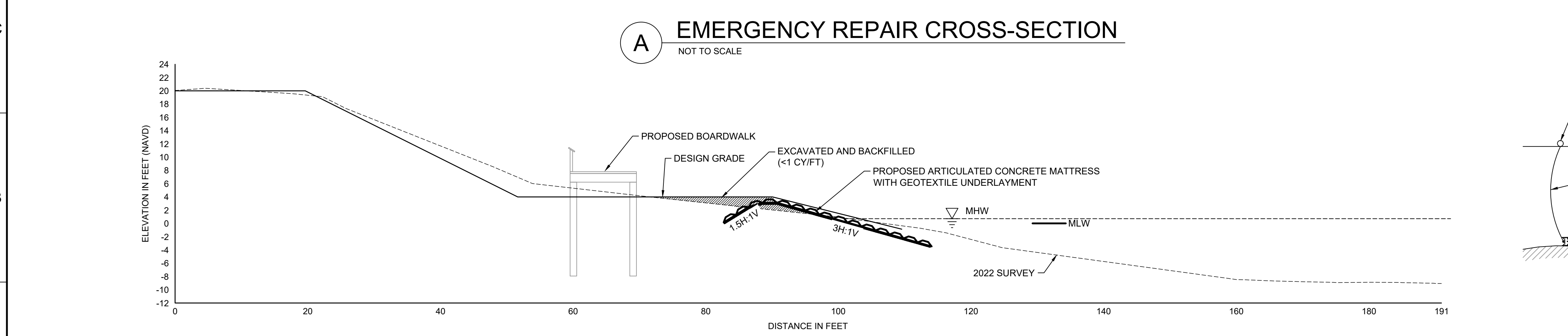


**NOTES:**  
 1. BATHYMETRY, TOPOGRAPHY, AND MHW SURVEY BY FGS, SEPT 2022.  
 2. ORIGINAL STABILIZATION DESIGN GRADES REFERENCE FDEP PERMIT NO. 0175572-003-JC AND USACE PERMIT NO. SAJ-2012-00702 (SP-TSH).  
 3. AERIAL IMAGERY TAKEN BY TAYLOR ENGINEERING, JULY 2021

0 60' 120' 240'  
 GRAPHIC SCALE  
 22X34: 1" = 60'  
 11X17: 1" = 120'

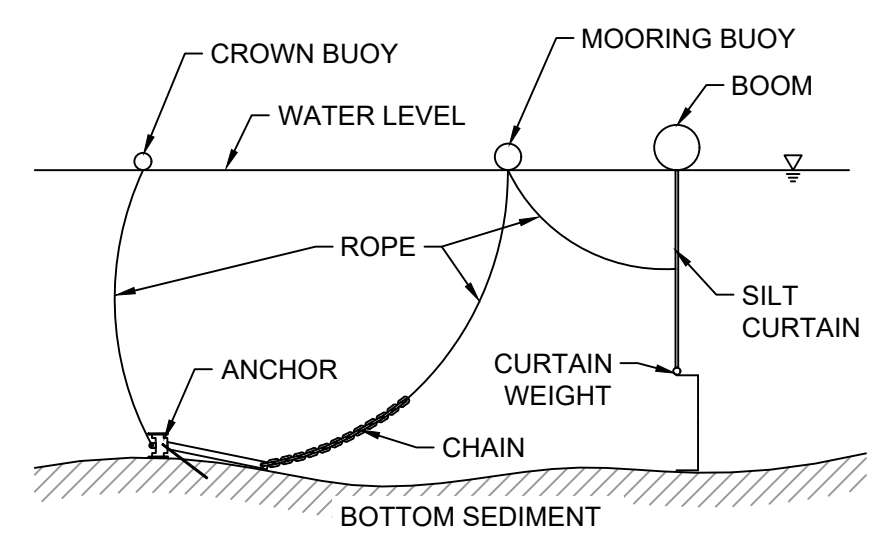


**A EMERGENCY REPAIR CROSS-SECTION**  
 NOT TO SCALE



**B EROSION MITIGATION EXTENSION CROSS-SECTION**  
 NOT TO SCALE

	MLLW	NAVD 1988
TIDAL DATUM REFERENCE:		
MHHW	0.61'	0.73'
MHW	0.60'	0.72'
MSL	0.28'	0.4'
MLW	0.01'	0.13'
MLLW	0.00'	0.12'
NAVD 88	-0.12'	0.00'



**TURBIDITY CURTAIN DETAIL**  
 NOT TO SCALE

ANTON FLEWELLING, 21/02/2023 3:22:38 PM, X:\lays\Projects\2015-058\_Norriego\_Point\Aerial\Shoreline\Proc\2015-058-C-Grading\Plan\_Anton.dwg

**STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE**  
**U.S. Fish and Wildlife Service**  
**August 12, 2013**

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: [jaxregs@fws.gov](mailto:jaxregs@fws.gov); South Florida Field Office: [verobeach@fws.gov](mailto:verobeach@fws.gov); Panama City Field Office: [panamacity@fws.gov](mailto:panamacity@fws.gov)). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or “approval” from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or “approval” from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

**POSTER INFORMATION**

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11” x 17” or larger paper and laminated, is attached):

**DESCRIPTION:** The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

**SIMILAR SNAKES:** The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

**LIFE HISTORY:** The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands

and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

**PROTECTION UNDER FEDERAL AND STATE LAW:** The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

**IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:**

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

**IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:**

- Cease clearing activities and immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

**Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:**

**North Florida Field Office – (904) 731-3336**  
**Panama City Field Office – (850) 769-0552**  
**South Florida Field Office – (772) 562-3909**

## **PRE-CONSTRUCTION ACTIVITIES**

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.
2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.
3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

## **DURING CONSTRUCTION ACTIVITIES**

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).
2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.
3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

## **POST CONSTRUCTION ACTIVITIES**

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



# **ATTENTION:**

## **THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!!!**

### **IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:**

- Cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site without interference.
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate U.S. Fish and Wildlife Service (USFWS) office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

### **IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:**

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

### **USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:**

**North Florida Field Office – (904) 731-3336**

**Panama City Field Office – (850) 769-0552**

**South Florida Field Office – (772) 562-3909**

### **Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.**

**DESCRIPTION:** The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

**SIMILAR SNAKES:** The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

**LIFE HISTORY:** The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

**PROTECTION:** The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

**IF YOU SEE A LIVE EASTERN  
INDIGO SNAKE ON THE SITE:**

- Cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site without interference.
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate U.S. Fish and Wildlife Service (USFWS) office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

**IF YOU SEE A DEAD EASTERN  
INDIGO SNAKE ON THE SITE:**

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

**USFWS Florida Field Offices to be  
contacted if a live or dead eastern indigo  
snake is encountered:**

**North Florida ES Office – (904) 731-3336**  
**Panama City ES Office – (850) 769-0552**  
**South Florida ES Office – (772) 562-3909**

**DESCRIPTION:** The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

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Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

**LEGAL STATUS:** The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.



August 12, 2013

**ATTENTION:**  
THREATENED EASTERN INDIGO  
SNAKES MAY BE PRESENT ON  
THIS SITE!!!



Please read the following information provided by the U.S. Fish and Wildlife Service to become familiar with standard protection measures for the eastern indigo snake.

## STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

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

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. 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](mailto: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](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.

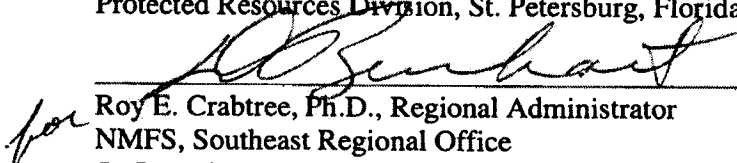
**Endangered Species Act - Section 7 Consultation  
Biological Opinion**

**Action Agency:** U.S. Army Corps of Engineers (USACE), Jacksonville District

**Activity:** Norriego Point peninsula nourishment and stabilization  
(Consultation Number F/SER/2012/02282)

**Consulting Agency:** National Oceanic and Atmospheric Administration, National  
Marine Fisheries Service (NMFS), Southeast Regional Office,  
Protected Resources Division, St. Petersburg, Florida

**Approved by:**

  
\_\_\_\_\_  
for Roy E. Crabtree, Ph.D., Regional Administrator  
NMFS, Southeast Regional Office  
St. Petersburg, Florida

**Date Issued:** \_\_\_\_\_

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**TABLE OF CONTENTS**

<b>1</b>	<b>CONSULTATION HISTORY.....</b>	<b>3</b>
<b>2</b>	<b>DESCRIPTION OF THE PROPOSED ACTION AND ACTION AREA.....</b>	<b>3</b>
<b>3</b>	<b>STATUS OF LISTED SPECIES AND CRITICAL HABITAT.....</b>	<b>5</b>
<b>4</b>	<b>ENVIRONMENTAL BASELINE.....</b>	<b>12</b>
<b>5</b>	<b>EFFECTS OF THE ACTION ON GULF STURGEON CRITICAL HABITAT .....</b>	<b>15</b>
<b>6</b>	<b>CUMULATIVE EFFECTS.....</b>	<b>18</b>
<b>7</b>	<b>DESTRUCTION OR ADVERSE MODIFICATION ANALYSIS .....</b>	<b>19</b>
<b>8</b>	<b>CONCLUSION .....</b>	<b>19</b>
<b>9</b>	<b>INCIDENTAL TAKE STATEMENT .....</b>	<b>19</b>
<b>10</b>	<b>CONSERVATION RECOMMENDATIONS.....</b>	<b>20</b>
<b>11</b>	<b>REINITIATION OF CONSULTATION.....</b>	<b>20</b>
<b>12</b>	<b>LITERATURE CITED .....</b>	<b>21</b>
<b>13</b>	<b>APPENDIX A.....</b>	<b>A-1</b>

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## **Background**

Section 7(a)(2) of the Endangered Species Act (ESA) of 1973, as amended (16 U.S.C. § 1531 *et seq.*), requires that each federal agency shall ensure that any action authorized, funded, or carried out by such agency is not likely to jeopardize the continued existence of any endangered or threatened species or result in the destruction or adverse modification of critical habitat of such species; Section 7(a)(2) requires federal agencies to consult with the appropriate Secretary on any such action. NMFS and the U.S. Fish and Wildlife Service (USFWS) share responsibilities for administering the ESA.

Consultation is required when a federal action agency determines that a proposed action “may affect” listed species or designated critical habitat. Consultation is concluded after NMFS determines the proposed action is not likely to adversely affect listed species or their critical habitat, or issues a biological opinion (opinion) that identifies whether a proposed action is likely to jeopardize the continued existence of a listed species, or destroy or adversely modify critical habitat. The opinion states the amount or extent of incidental take of the listed species that may occur and recommends conservation measures to further conserve the species.

This document represents NMFS’ opinion based on our review of impacts associated with the Norriego Point peninsula nourishment and stabilization located in Destin, Florida. This opinion analyzes project effects on sea turtles, Gulf sturgeon, and Gulf sturgeon critical habitat in accordance with Section 7 of the ESA. This opinion is based on project information provided by the Jacksonville District USACE, the applicant’s biological consultant, and other sources of information including published literature cited herein.

## BIOLOGICAL OPINION

### 1 CONSULTATION HISTORY

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NMFS received a request for ESA consultation from the Jacksonville District USACE on May 25, 2012. The USACE determined that the project proposed by the City of Destin may affect, but is not likely to adversely affect, sea turtles and Gulf sturgeon. The USACE also determined that the project may affect Gulf sturgeon critical habitat and requested the initiation of formal consultation. After reviewing all information provided, NMFS contacted the USACE by e-mail requesting additional information on July 5, 2012. The requested information was received by e-mail July 16, 2012, and formal consultation was then initiated. However, on December 31, 2012, NMFS received an e-mail correspondence from the USACE indicating the applicant made changes to the proposed action. The USACE sent the new project information to NMFS via e-mail January 15, 2013 at which time consultation was reinitiated.

### 2 DESCRIPTION OF THE PROPOSED ACTION AND ACTION AREA

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#### 2.1 Proposed Action

The USACE proposes to issue a permit to the City of Destin for the nourishment and stabilization of Norriego Point peninsula. This geographic feature has been eroding into the adjacent federal navigation channel over the past several years, especially following strong storms. The point of the peninsula is currently used as one of four disposal sites for sediments dredged from the adjacent federal channel. The proposed work intends to nourish the point back to the size and dimensions that existed in 2004, while shifting the tip of the peninsula approximately 100 ft to the west and adding groins to prevent future erosion. Work will consist of (1) the construction of 550 linear ft of harborside seawall (northeast side of the point); (2) dredging of approximately 7,500 cubic yards of sediments (beach compatible sand) from a 1.56-ac area, followed by placement of this material on the point; (3) construction of 327 linear ft of seawall around the tip of the point along with rock toe protection; (4) repair, raising, and extension of two existing groins; (5) removal and reconstruction of a T-head groin measuring approximately 267-ft-long by 84-ft-wide (length may be slightly shortened if the rock only option is selected); (6) construction of a new 261-ft-long by 54-ft-wide T-head groin (rock and sheet pile option) or a 252-ft-long by 68-ft-wide T-head groin (rock only option); (7) construction of a 245-ft-long by 62-ft-wide rubble mound groin along the west side of the point; (8) construction of a 215-linear-ft cross shore seawall (extending between the harborside seawall and the rubble mound groin); (9) placement of beach compatible sand from the dredging of the adjacent navigation channel as it becomes available during routine dredging operations; and (10) construction and planting of dune features. The new T-groins will contain an inner wall constructed of sheet pile, though the applicant also includes a rock only option that may increase the rock footprints of the two new T-groins. It is likely that the applicant will use a phased implementation schedule for this project because of funding limitations, but work will commence in the order outlined above (1-10). The City of Destin anticipates that construction will take 3-4 months for completion, though additional sediments may be added to the point as they become available during periodic maintenance dredging of nearby federal navigation channels. The applicant will comply with NMFS' *Sea Turtle and Smalltooth Sawfish Construction Conditions* dated March 23, 2006 (enclosed).

Dredging associated with this project will take place within the boundary of the federal navigation channel and will not exceed the depth limits set (-12.0 ft North Atlantic Vertical Datum 1988) by the 10-year dredging authorization permit consulted on by NMFS (F/SER/2008/08840) and issued by the USACE in 2009. Dredging will be conducted using a hydraulic cutterhead dredge and material will be dispersed using spreader pipes. Dikes will be used during sand placement to control turbidity. The sand will then be graded with bulldozers to reach the desired topography. The amount of dredging proposed as part of this project will not generate enough sand to completely nourish the peninsula, but the City of Destin anticipates that the periodic maintenance dredging of the nearby channels will result in additional fill material during future dredging events.

Groin and seawall construction will take place using barge-based excavators and pile driving equipment. Rock material for groin construction and improvement will be barged to the site and rocks will be individually placed. Seawalls will be constructed by installing steel sheet piles and pouring a concrete cap. The sheet piles will be installed using a pneumatic vibrating driver. The concrete cap will be poured in place and will likely occur over several cycles in which approximately 100 ft of concrete cap will be created during each cycle.

## 2.2 Action Area

The proposed project is located along the Norriego Point peninsula which lies between East Pass and Destin Harbor, Osceola County, Florida, at approximately 30.3917°N, 86.5112°W (North American Datum 1983). East Pass connects the Gulf of Mexico with Choctawhatchee Bay and the Choctawhatchee River (Fig. 1). The action area for this project will include Choctawhatchee Bay and East Pass, through which materials and barges may pass. This includes all areas in the immediate project area surrounding Norriego Point peninsula where the actual work will occur (i.e., the peninsula, the area to be dredged, and surrounding waters).

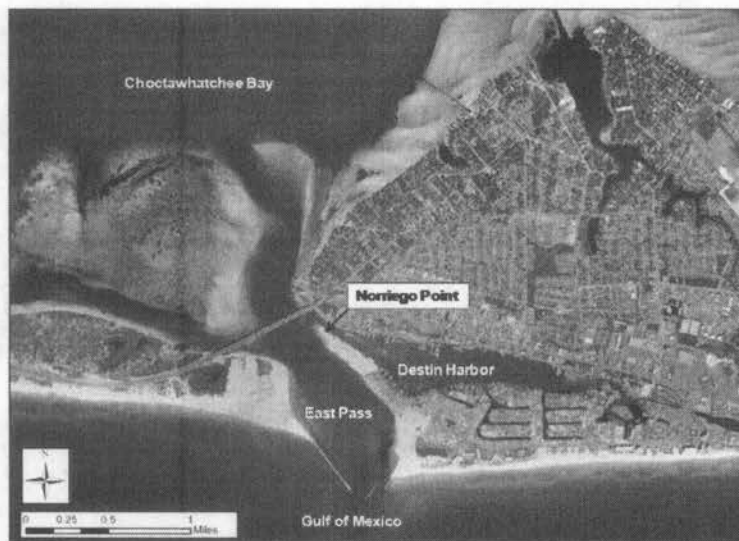


Figure 1. Project action area.

### 3 STATUS OF LISTED SPECIES AND CRITICAL HABITAT

#### 3.1 Listed Species that May Occur in the Action Area

The following endangered (E) and threatened (T) sea turtle, and fish species, and designated critical habitat under the jurisdiction of NMFS may occur in or near the action area:

Common Name	Scientific Name	ESA Listed Status
<b>Sea Turtle</b>		
Loggerhead sea turtle	<i>Caretta caretta</i> <sup>1</sup>	T
Hawksbill sea turtle	<i>Eretmochelys imbricata</i>	E
Leatherback sea turtle	<i>Dermochelys coriacea</i>	E
Kemp's ridley sea turtle	<i>Lepidochelys kempii</i>	E
Green sea turtle	<i>Chelonia mydas</i> <sup>2</sup>	E/T
<b>Fish</b>		
Gulf sturgeon	<i>Acipenser oxyrinchus desotoi</i>	T
<b>Designated Critical Habitat</b>		
Gulf sturgeon – Unit 12 (Choctawhatchee Bay)		

#### 3.2 Listed Species Not Likely to be Adversely Affected

Five species of sea turtles (loggerhead, green, hawksbill, Kemp's ridley, and leatherback), and Gulf sturgeon protected by the ESA can be found in or near the action area and may be affected by the project.

Sea turtles and Gulf sturgeon may be affected by construction-related activities such as barge traffic, the deposition of materials (beach nourishment and groin construction), and dredging. However, due to the operation of vessels at slow speeds, species' mobility, and the implementation of NMFS' *Sea Turtle and Smalltooth Sawfish Construction Conditions* (enclosed), the risk of injury will be discountable. Hydraulic (cutterhead) dredging is not likely to adversely affect sea turtle and sturgeon species, as interactions are highly unlikely. To date, NMFS has received limited reports of sea turtle or sturgeon interactions with hydraulic dredges (one loggerhead turtle killed in Florida and several juvenile green sea turtles killed in Texas, though the green turtles were concomitantly affected by a severe cold event). Therefore, due to the rarity of these incidents, NMFS believes that the likelihood of these species being adversely impacted by dredging operations is discountable.

Sea turtles may be affected by being temporarily unable to use the project site due to potential avoidance of construction activities and their related noise. Noise associated with the installation of steel sheet piles by a pneumatic vibratory hammer will not exceed injurious thresholds for sea turtles but may cause behavioral effects to a distance of approximately 10 m (see Appendix A:

<sup>1</sup> Northwest Atlantic Ocean (NWA) distinct population segment (DPS).

<sup>2</sup> Green turtles are listed as threatened except for the Florida and Pacific coast of Mexico breeding populations, which are listed as endangered.

Noise Thresholds and Calculations). However, NMFS does not believe this will cause any significant disruption of normal behavior and foraging of sea turtles because work will only occur in one small geographic area. Therefore, sea turtles will still be able to transit through East Pass and use areas of the pass and Choctawhatchee Bay unaffected by project construction. Kemp's ridley and loggerhead sea turtles are the two species most likely to occur in the project area and are generalist carnivores, typically preying on benthic mollusks and crustaceans in the nearshore environment. These two species of sea turtles can be found foraging in shallow sand (similar to the existing conditions) and mud habitats, as well as high-relief rock or reef habitats (which do not occur in the project area). NMFS believes any habitat and food availability effects of the project on turtles will be insignificant since the area impacted is relatively small in comparison to available foraging habitat nearby. Therefore, NMFS has determined that any avoidance effects by sea turtles from construction associated with the restoration of this area are insignificant.

Gulf sturgeon may also be affected by being temporarily unable to use the project site due to potential avoidance of construction activities and their related noise. Noise associated with the installation of steel sheet piles by a pneumatic vibratory hammer will not exceed injurious thresholds for fish but may cause behavioral effects at a distance up to 100 m (Appendix A). Gulf sturgeon are known to use Choctawhatchee Bay, East Pass, and nearshore Gulf waters as foraging habitat during the winter months and therefore may be affected by the project if construction occurs between October and March. However, normal behavior patterns of Gulf sturgeon are not expected to be significantly disrupted by the project because (1) although the project will remove potential forage grounds through beach nourishment and noise exclusion, adequate forage grounds unaffected by the project will remain available and (2) migration corridors will remain open. Therefore, NMFS has determined that any avoidance effects by Gulf sturgeon from construction associated with the restoration of this area are insignificant.

In summary, NMFS concludes green, hawksbill, Kemp's ridley, leatherback, and loggerhead sea turtles, and Gulf sturgeon are not likely to be adversely affected by the proposed action as any effects will be discountable or insignificant. Therefore, these species will not be discussed further in this opinion and no incidental take statement will be issued.

### **3.3 Critical Habitat Likely to be Adversely Affected**

Gulf sturgeon critical habitat was jointly designated by NMFS and USFWS on April 18, 2003 (50 CFR 226.214). Critical habitat is defined in Section 3(5)(A) of the ESA as (1) the specific areas within the geographical area occupied by a species, at the time it is listed in accordance with the Act, on which are found those physical or biological features (a) essential to the conservation of the species and (b) that may require special management considerations or protection; and (2) specific areas outside the geographical area occupied by a species at the time it is listed, upon a determination that such areas are essential for the conservation of the species. The term "conservation" is defined in Section 3(3) of the ESA as the use of all methods and procedures that are necessary to bring any endangered or threatened species to the point at which listing under the ESA is no longer necessary.

Gulf sturgeon critical habitat includes areas within the major river systems that support the seven currently reproducing sub-populations (USFWS et al. 1995), and associated estuarine and marine

habitats. Gulf sturgeon use the rivers for spawning, larval and juvenile feeding, adult resting and staging, and to move between the areas that support these components. Gulf sturgeon use the lower riverine, estuarine, and marine environment during winter months primarily for feeding and, more rarely, for inter-river migrations. Estuaries and bays adjacent to the riverine units provide unobstructed passage of Gulf sturgeon from feeding areas to spawning grounds.

Fourteen areas (units) are designated as Gulf sturgeon critical habitat. The project is located in Unit 12, which encompasses Choctawhatchee Bay and connects Unit 11 (the nearshore waters of the Gulf of Mexico in Florida) with Unit 5 (Choctawhatchee and Pea Rivers). Unit 12 does not include the waters of Destin Harbor where the dredging will occur. These 14 critical habitat units encompass a total of 2,783 river kilometers (rkm) and 6,042 km<sup>2</sup> of estuarine and marine habitats, and include portions of the following Gulf of Mexico rivers, tributaries, estuarine, and marine areas:

- Unit 1 Pearl and Bogue Chitto Rivers in Louisiana and Mississippi;
- Unit 2 Pascagoula, Leaf, Bowie, Big Black Creek, and Chickasawhay Rivers in Mississippi;
- Unit 3 Escambia, Conecuh, and Sepulga Rivers in Alabama and Florida;
- Unit 4 Yellow, Blackwater, and Shoal Rivers in Alabama and Florida;
- Unit 5 Choctawhatchee and Pea Rivers in Florida and Alabama;
- Unit 6 Apalachicola and Brothers Rivers in Florida;
- Unit 7 Suwannee and Withlacoochee Rivers in Florida;
- Unit 8 Lake Pontchartrain (east of causeway), Lake Catherine, Little Lake, the Rigolets, Lake Borgne, Pascagoula Bay, and Mississippi Sound systems in Louisiana and Mississippi, and sections of the state waters within the Gulf of Mexico;
- Unit 9 Pensacola Bay system in Florida;
- Unit 10 Santa Rosa Sound in Florida;
- Unit 11 Nearshore Gulf of Mexico in Florida;
- Unit 12 Choctawhatchee Bay system in Florida;
- Unit 13 Apalachicola Bay system in Gulf and Franklin Counties, Florida; and
- Unit 14 Suwannee Sound in Florida.

Critical habitat determinations focus on those physical and biological features that are essential to the conservation of the species (50 CFR 424.12). Federal agencies must ensure that their activities are not likely to result in the destruction or adverse modification of critical habitat through adverse effects to the essential features on which designations are based. Therefore, proposed actions that may impact designated critical habitat require an analysis of potential impacts to each essential feature.

Features identified as essential for the conservation of the Gulf sturgeon consist of:

- (1) Abundant food items, such as detritus, aquatic insects, worms, and/or molluscs, within riverine habitats for larval and juvenile life stages; and abundant prey items, such as amphipods, lancelets, polychaetes, gastropods, ghost shrimp, isopods, molluscs and/or crustaceans, within estuarine and marine habitats and substrates for sub-adult and adult life stages;

- (2) Riverine spawning sites with substrates suitable for egg deposition and development, such as limestone outcrops and cut limestone banks, bedrock, large gravel or cobble beds, marl, soapstone, or hard clay;
- (3) Riverine aggregation areas, also referred to as resting, holding, and staging areas, used by adult, sub-adult, and/or juveniles, generally, but not always, located in holes below normal riverbed depths, believed necessary for minimizing energy expenditures during fresh water residency and possibly for osmoregulatory functions;
- (4) A flow regime (i.e., the magnitude, frequency, duration, seasonality, and rate-of-change of fresh water discharge over time) necessary for normal behavior, growth, and survival of all life stages in the riverine environment, including migration, breeding site selection, courtship, egg fertilization, resting, staging, and for maintaining spawning sites in suitable condition for egg attachment, egg sheltering, resting, and larval staging;
- (5) Water quality, including temperature, salinity, pH, hardness, turbidity, oxygen content, and other chemical characteristics, necessary for normal behavior, growth, and viability of all life stages;
- (6) Sediment quality, including texture and other chemical characteristics, necessary for normal behavior, growth, and viability of all life stages; and
- (7) Safe and unobstructed migratory pathways necessary for passage within and between riverine, estuarine, and marine habitats (e.g., an unobstructed river or a dammed river that still allows for passage).

### **3.3.1 Threats to Critical Habitat**

#### *3.3.1.1 Federal Actions*

As stated in the final rule designating Gulf sturgeon critical habitat, the following activities, among others, when authorized, funded, or carried out by a federal agency, may destroy or adversely modify critical habitat:

- (1) Actions that would appreciably reduce the abundance of riverine prey for larval and juvenile sturgeon, or of estuarine and marine prey for juvenile and adult Gulf sturgeon, within a designated critical habitat unit, such as dredging, dredged material disposal, channelization, in-stream mining, and land uses that cause excessive turbidity or sedimentation;
- (2) Actions that would appreciably reduce the suitability of Gulf sturgeon spawning sites for egg deposition and development within a designated critical habitat unit, such as impoundment, hard-bottom removal for navigation channel deepening, dredged material disposal, in-stream mining, and land uses that cause excessive sedimentation;

(3) Actions that would appreciably reduce the suitability of Gulf sturgeon riverine aggregation areas, also referred to as resting, holding, and staging areas, used by adult, sub-adult, and/or juveniles, believed necessary for minimizing energy expenditures and possibly for osmoregulatory functions, such as dredged material disposal upstream or directly within such areas, and other land uses that cause excessive sedimentation;

(4) Actions that would alter the flow regime (the magnitude, frequency, duration, seasonality, and rate-of-change of fresh water discharge over time) of a riverine critical habitat unit such that it is appreciably impaired for the purposes of Gulf sturgeon migration, resting, staging, breeding site selection, courtship, egg fertilization, egg deposition, and egg development, such as impoundment, water diversion, and dam operations;

(5) Actions that would alter water quality within a designated critical habitat unit, including temperature, salinity, pH, hardness, turbidity, oxygen content, and other chemical characteristics, such that it is appreciably impaired for normal Gulf sturgeon behavior, reproduction, growth, or viability, such as dredging, dredged material disposal, channelization, impoundment, in-stream mining, water diversion, dam operations, land uses that cause excessive turbidity, and release of chemicals, biological pollutants, or heated effluents into surface water or connected groundwater via point sources or dispersed non-point sources;

(6) Actions that would alter sediment quality within a designated critical habitat unit such that it is appreciably impaired for normal Gulf sturgeon behavior, reproduction, growth, or viability, such as dredged material disposal, channelization, impoundment, in-stream mining, land uses that cause excessive sedimentation, and release of chemical or biological pollutants that accumulate in sediments; and

(7) Actions that would obstruct migratory pathways within and between adjacent riverine, estuarine, and marine critical habitat units, such as dams, dredging, point-source-pollutant discharges, and other physical or chemical alterations of channels and passes that restrict Gulf sturgeon movement (68 FR 13399).

### 3.3.1.2 *Climate Change*

Climate change is also expected to affect Gulf sturgeon critical habitat in the future, particularly the water quality and prey availability essential features as discussed below. Long-term observations confirm that climate change is occurring at a rapid rate. Over the 20<sup>th</sup> century, the average annual U.S. temperature has risen by almost 0.6°C (1°F) and precipitation has increased nationally by 5-10 percent, mostly due to an increase in heavy downpours (NAST 2000). These trends are most apparent over the past few decades. It is likely this change in climate will impact coastal water quality by increasing surface temperatures and altering freshwater inputs.

Climate model projections exhibit a wide range of plausible scenarios for both temperature and precipitation over the next century. Both of the principal climate models used by the National Assessment Synthesis Team (NAST) project warming in the Southeast by the 2090s, but at different rates (NAST 2000): the Canadian model scenario shows the southeast United States experiencing a high degree of warming, which translates into lower soil moisture as higher

temperatures increase evaporation; the Hadley model scenario simulates less warming and a significant increase in precipitation (about 20 percent). Scenarios examined, which assume no major interventions to reduce continued growth of world greenhouse gases (GHG), indicate that atmospheric temperatures in the United States will rise by about 3°-5°C (5°-9°F) on average in the next 100 years, which is more than the projected global increase (NAST 2000). For the next two decades a warming of about 0.2°C per decade is projected for a range of GHG emission scenarios (IPCC 2007). This increase in temperature will very likely be associated with more extreme precipitation and faster evaporation of water, leading to greater frequency of both very wet and very dry conditions.

Sea level rise (SLR) is one of the more certain consequences of climate change; it has already had significant impacts on coastal areas and these impacts are likely to increase. Since 1852, when the first topographic maps of the southeastern United States were prepared, high tidal flood elevations have increased approximately 12 inches. During the 20<sup>th</sup> century, global sea level has increased 15 to 20 cm (NAST 2000). Analysts attribute forest decline in the Southeast in part to salt water intrusion associated with SLR. Coastal forest losses will be even more severe if SLR accelerates as is expected as a result of global warming.

Between 1985 and 1995, more than 32,000 acres of coastal salt marsh were lost in the southeastern United States due to a combination of human development activities, SLR, natural subsidence, and erosion (NAST 2000). Sea level is predicted to increase by 30-100 cm by 2100 (IPCC 2007). The vulnerability of tidal wetlands to accelerated SLR depends on geologic factors, such as tectonic uplift and glacial isostatic adjustment, which buffer shorelines from SLR, and subsidence, which accelerates it. Tide range also affects marsh vulnerability, as macro (>4 m) and meso-tidal (2-4 m) marshes are less susceptible to SLR than micro-tidal (<2 m) marshes [Stevenson and Kearney in press in (Craft et al. 2008)]. In some coastal areas, rising sea level may result in tidal marsh submergence (Moorhead and Brinson 1995) and habitat migration, as salt marshes transgress landward and replace tidal freshwater and brackish marshes (Park et al. 1991). Flood and erosion damage stemming from SLR rise, coupled with storm surges, are very likely to increase in coastal communities. Simulation modeling predicts that a 52-cm increase in SLR will lead to a decline in tidal marsh area and delivery of ecosystem services along the Georgia coast during this century (Craft et al. 2008); a 20 percent reduction in salt marsh, along with a small increase in tidal freshwater marsh (+2 percent) and a larger increase in brackish marsh (+10 percent). The decline in salt marsh is attributed to submergence and replacement by tidal flats and estuarine open water (Craft et al. 2008). Regionally, the areas most vulnerable to future sea level change are those with low relief that are already experiencing rapid erosion rates, such as the Southeast and Gulf Coast (NAST 2000).

Many ecosystems are highly vulnerable to the projected rate and magnitude of climate change. While it is possible that some species will adapt to changes in climate by shifting their ranges, human and geographic barriers and the presence of invasive non-native species will likely limit the degree of adaptation that can occur. Losses in local biodiversity are likely to accelerate towards the end of the 21<sup>st</sup> century.

It is difficult to quantify the potential effects of climate change over the next few decades on coastal and marine resources, especially as climate variability is a dominant factor in shaping coastal and marine systems. The effects of future change will vary greatly in diverse coastal

regions for the United States. Warming is very likely to continue in the United States during the next 25 to 50 years, regardless of reduction in GHG, due to emissions that have already occurred (NAST 2000). It is very likely that the magnitude and frequency of ecosystem changes will continue to increase in the next 25 to 50 years, and it is possible that they will accelerate. Climate change can cause or exacerbate direct stress on ecosystems through high temperatures, reduced water availability, and altered frequency of extreme events and severe storms. Stream and river temperatures are likely to increase as the climate warms and are very likely to have both direct and indirect effects on aquatic ecosystems. Changes in temperature will be most evident during low flow periods when they are of greatest concern (NAST 2000). In some marine and freshwater systems, shifts in ranges and changes in algal, plankton, and fish abundance are (with high confidence) associated with rising water temperatures, as well as related changes in ice cover, salinity, oxygen levels, and circulation (IPCC 2007).

A warmer and drier climate will reduce stream flows and increase water temperatures. Expected consequences would be a decrease in the amount of dissolved oxygen in surface waters and an increase in the concentration of nutrients and toxic chemicals due to reduced flushing rate (Murdoch et al. 2000). Because many rivers are already under a great deal of stress due to excessive water withdrawal or land development, and this stress may be exacerbated by changes in climate, anticipating and planning adaptive strategies may be critical (Hulme 2005). A warmer, wetter climate could ameliorate poor water quality conditions in places where human-caused concentrations of nutrients and pollutants currently degrade water quality (Murdoch et al. 2000). Increases in water temperature and changes in seasonal patterns of runoff will very likely disturb fish habitat and affect recreational uses of lakes, streams, and wetlands. Surface water resources in the Southeast are intensively managed with dams and channels and almost all are affected by human activities; in some systems water quality is either below recommended levels or nearly so. A global analysis of the potential effects of climate change on river basins indicates that due to changes in discharge and water stress, the area of large river basins in need of reactive or proactive management interventions in response to climate change will be much higher for basins impacted by dams than for basins with free-flowing rivers (Palmer et al. 2008). Human-induced disturbances also influence coastal and marine systems, often reducing the ability of the systems to adapt so that systems that might ordinarily be capable of responding to variability and change are less able to do so. Because stresses on water quality are associated with many activities, the impacts of the existing stresses are likely to be exacerbated by climate change.

### **3.3.2 Assessment of the Proposed Action on the Essential Features of Gulf Sturgeon Critical Habitat**

Within Unit 12, the following four features are present and may be affected by the proposed action (1) abundant prey items; (2) water quality necessary for normal behavior, growth, and viability of all life stages; (3) sediment quality necessary for normal behavior, growth, and viability of all life stages; and (4) safe and unobstructed migratory pathways necessary for passage within and between riverine, estuarine, and marine habitats. NMFS expects the effects of the proposed action will have only insignificant effects on water quality, sediment quality, and migratory pathway essential features.

Water quality in the action area will be affected by sediment disturbance associated with dredge-and-fill activities. Although the actual dredging will occur outside critical habitat boundaries,

the placement of dredged material will fall within the critical habitat boundary and dredging has the potential to affect adjacent waters. Dredging has been shown to increase turbidity and re-suspend both nutrients and pollutants that are trapped in the sediments. This can lead to decreases in the amount of dissolved oxygen available in the water column as (1) biological oxygen demand increases to break down suspended organic matter (nutrients); and (2) reduced light penetration associated with high turbidity results in decreased oxygen production by phytoplankton. Though we are unsure of how long any potential impacts may persist, we believe any impacts to dissolved oxygen will be temporary in nature and spatially confined. Destin Harbor, where the dredging is proposed to occur, is affected by both tidal and storm events, which result in temporary events of increased turbidity. However, these events have not resulted in hypoxia (low dissolved oxygen) and since we expect dredging impacts associated with this project will be similar in duration, we do not expect the formation of hypoxia from the proposed action. Additionally, we expect no changes in temperature, salinity, pH, hardness, and other chemical characteristics as a result of this project. Therefore, NMFS only expects insignificant effects to Gulf sturgeon critical habitat as a result of water quality impacts related to this project.

NMFS does not expect any adverse changes to the sediment quality essential feature from the proposed project as the composition of the dredged materials to be placed in critical habitat are expected to be similar to those that are currently present. The material to be placed is sand that has eroded from the peninsula into the adjacent federal navigation channel. The dredge footprint is not within Gulf sturgeon critical habitat boundaries and therefore any impacts to the sediments there are not considered.

While work along the Norriego Point peninsula will result in the addition and improvement of sediment control structures (T-groins and a rubble mound groin), NMFS believes any effects to Gulf sturgeon migratory pathways will be insignificant. The primary migration pattern of Gulf sturgeon is parallel to the shoreline in this nearshore area. We do not believe these structures will result in any effects to migration as the large majority of East Pass will remain open and unaffected by the project. All construction activity will occur directly adjacent to the existing shoreline, groins will not extend offshore more than a few hundred feet, and they will be filled with sand, making them less obtrusive. Therefore, Gulf sturgeon will still be able to migrate through East Pass, swimming parallel to shore and any effects to their migratory pathways will be insignificant.

The proposed action will directly impact the benthos through dredge and fill activities and the placement of sediment control structures. The placement of sand in open water areas to an elevation above mean high water and the placement of sediment control structures will permanently remove a portion of water bottom that could serve as foraging habitat for Gulf sturgeon. Therefore, the potential project impacts relative to Gulf sturgeon prey availability/abundance are presented in the Effects of the Action section (Section 5).

#### **4 ENVIRONMENTAL BASELINE**

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This section contains a description of the effects of past and ongoing human activities leading to the current status of the species, their habitat, and the ecosystem, within the action area. The environmental baseline is a snapshot of the factors affecting the critical habitat and includes federal, state, tribal, local, and private actions already affecting the critical habitat, or that will occur contemporaneously with the consultation in progress. Unrelated, future federal actions affecting the same critical habitat areas that

have completed formal or informal consultation are also part of the environmental baseline, as are implemented and ongoing federal and other actions within the action area that may benefit listed species.

#### **4.1 Status of Critical Habitat Within the Action Area**

Of the 14 units designated as Gulf sturgeon critical habitat, only Unit 12 will be directly affected by the proposed project. Unit 12 includes the main body of Choctawhatchee Bay, Hogtown Bayou, Jolly Bay, Bunker Cove, and Grassy Cove. All other bayous, creeks, and rivers are excluded at their mouths/entrances. The western boundary is the U.S. Highway 98 bridge at Fort Walton Beach, Florida. The southern boundary is the 72 COLREGS line across East (Destin) Pass as defined at 33 CFR 80.810(f). The lateral extent of Unit 12 is the MHW line on each shoreline of the included water bodies. Note that critical habitat is not designated within Destin Harbor where the proposed dredging will occur.

Gulf sturgeon critical habitat Unit 12 encompasses a total of 79,360 ac of critical habitat and provides sub-adult and adult Gulf sturgeon winter feeding, resting, and migration habitat for the Choctawhatchee and Pea River sub-population. A 2002 study confirms this, as telemetry results show Gulf sturgeon use East Pass, nearshore waters of the Gulf of Mexico, and Choctawhatchee Bay during winter months (Fox et al. 2002). Four essential features are present in critical habitat Unit 12: abundant prey items for subadults and adults, water quality, sediment quality, and safe and unobstructed migratory pathways. However as discussed above, only the abundant prey feature may be adversely affected by the proposed action.

#### **4.2 Factors Affecting Critical Habitat Within the Action Area**

##### **4.2.1 Federal Actions**

Federal agencies that regularly consult on potential impacts to Gulf sturgeon critical habitat include the USACE, the Department of Defense (DOD), the Environmental Protection Agency (EPA), and the Bureau of Ocean Energy Management (BOEM), formerly, the Minerals Management Service. Dredging and dredged material disposal and military activities, including training exercises and ordnance detonation, have the potential to impact designated critical habitat. Oil and gas exploration and production also has the potential to impact designated critical habitat, typically through dredging or the installation of pipelines.

In 2003, NMFS completed a regional biological opinion on hopper dredging in the Gulf of Mexico that included maintenance dredging in Gulf sturgeon critical habitat Units 8-14 and concluded that when existing navigation channels within designated critical habitat are dredged to only their current depth (i.e., maintenance-dredged), without improvements (e.g., deepening or widening), the project will not destroy or adversely modify Gulf sturgeon critical habitat. This consultation includes the maintenance dredging of East Pass in Unit 12 where the current project is located.

While numerous formal (~50) and informal (~154) consultations have been conducted on potential impacts to Gulf sturgeon critical habitat since the April 18, 2003, final rule designating Gulf sturgeon critical habitat, NMFS has conducted only four formal consultations on potential impacts to Unit 12. Through these formal consultations NMFS concluded temporary adverse

effects associated with dredging to approximately 8.3 acres of federal navigation channels (East Pass and Old Pass Lagoon) and 1.41 acres of open water canal adjacent to Eglin Air Force Base. NMFS also determined that there was a permanent adverse effect to approximately 0.16 ac of critical habitat adjacent to the Eglin Air Force Base, through the installation of a boat ramp, a new pier, and a breakwater feature. Through the consultation process, NMFS determined that effects from these four projects would not result in the destruction or adverse modification of critical habitat in Unit 12.

In addition to the four formal consultations NMFS completed for activities occurring solely within Unit 12 of Gulf sturgeon critical habitat, NMFS has also completed several Section 7 consultations with the Minerals Management Service (now the Bureau of Ocean Energy Management) on activities occurring on a larger scale within the Gulf of Mexico (including Unit 12). The most recent consultation resulted in the June 29, 2007, opinion titled "Gulf of Mexico Oil and Gas Activities: Five-Year Leasing Plan for Western and Central Planning Areas 2007-2012". This opinion concluded that actions associated with this leasing plan were not likely to jeopardize the continued existence of threatened or endangered species or destroy or adversely modify designated critical habitat. NMFS estimated the number of listed species that could potentially experience adverse effects as the result of exposure to an oil spill over the lifetime of the action. However, as discussed below, on April 20, 2010, a massive oil well explosion occurred and resulted in the release of oil at the Deepwater Horizon MC252 lease. Given the effects of the spill, on July 30, 2010, BOEM requested reinitiation of interagency consultation under Section 7 of the ESA on the June 29, 2007, opinion.

On April 20, 2010, while working on an exploratory well approximately 50 miles offshore Louisiana, the semi-submersible drilling rig Deepwater Horizon (DWH) experienced an explosion and fire. The rig subsequently sank and oil and natural gas began leaking into the Gulf of Mexico. Oil flowed for 86 days, until finally being capped on July 15, 2010. Millions of barrels of oil were released into the Gulf. Additionally, approximately 1.84 million gallons of chemical dispersant was applied both subsurface and on the surface to attempt to break down the oil. There is no question that the unprecedented DWH event and associated response activities (e.g., skimming, burning, and application of dispersants) have resulted in adverse effects on listed species and critical habitats.

At this time, the total effects of the oil spill on species and habitats found throughout the Gulf of Mexico, including ESA-listed Gulf sturgeon critical habitat, are not known. Potential DWH-related impacts to Gulf sturgeon critical habitat include direct oiling or contact with dispersants which could lead to suffocation of infaunal organisms and toxicity of substrate. There is currently an ongoing investigation and analyses are being conducted under the Oil Pollution Act (33 U.S.C. 2701 et seq.) to assess natural resource damages and to develop and implement a plan for the restoration, rehabilitation, replacement or acquisition of the equivalent of the injured natural resources. The final outcome of that investigation may not be known for many months to years from the time of this biological opinion. Consequently, other than some emergency restoration efforts, most restoration efforts that occur pursuant to the Oil Pollution Act have yet to be determined and implemented, and so the ultimate restoration impacts on the Gulf sturgeon critical habitat are unknowable at this time.

#### **4.2.2 State or Private Actions**

A number of activities that may indirectly affect Gulf sturgeon critical habitat include discharges from wastewater systems, dredging, ocean pumping and disposal, commercial and recreational fishing, and aquaculture facilities. The impacts from these activities are difficult to measure. However, where possible, conservation actions through the ESA Section 7 process, ESA Section 10 permitting, and state permitting programs are being implemented to monitor or study impacts from these sources.

Increasing coastal development and ongoing beach erosion will result in increased demands by coastal communities, especially beach resort towns, for periodic privately-funded or federally-sponsored beach renourishment projects. These activities may affect Gulf sturgeon critical habitat by burying nearshore habitats that serve as foraging areas.

#### **4.2.3 Other Potential Sources of Impacts in the Environmental Baseline**

Other activities that may affect critical habitat in the action area of this consultation include anthropogenic marine debris and pollution. Sources of pollutants along the Gulf of Mexico and Choctawhatchee Bay include atmospheric loading of pollutants such as polychlorinated biphenyls (commonly known as PCBs), stormwater runoff from coastal towns and cities into rivers and canals emptying into bays and the ocean, oil and tar discharge from tankers using Gulf waters, and groundwater and other discharges. Nutrient loading from land-based sources such as coastal community discharges is known to stimulate plankton blooms in closed or semi-closed estuarine systems. The effects on larger embayments are unknown. The impacts from these activities are difficult to measure. Where possible, conservation actions are being implemented to monitor or study impacts from these sources.

### **5 EFFECTS OF THE ACTION ON GULF STURGEON CRITICAL HABITAT**

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This biological opinion does not rely on the regulatory definition of "destruction or adverse modification" of critical habitat at 50 CFR 402.02, which has been invalidated by several federal, district, and circuit courts. Instead, we have relied upon the statutory provisions of the ESA to complete our analysis with respect to critical habitat. Actions associated with this project may affect up to 10.02 ac of critical habitat (through nourishment and the placement of rock for sediment control structures). As discussed in Section 3, one of the essential features within critical habitat Unit 12 (abundant prey items) may be adversely affected by the proposed project, and therefore, potential impacts are analyzed below.

#### **5.1 Prey Abundance**

The final rule designating Gulf sturgeon critical habitat states that the abundance of prey items, such as amphipods, lancelets, polychaetes, gastropods, ghost shrimp, isopods, mollusks, and/or crustaceans within estuarine and marine habitats and substrates for sub-adult and adult life stages, are essential for the conservation of the species. In conducting analysis of potential adverse effects to this essential feature we consider and analyze the following factors:

1. Gulf sturgeon sub-populations using the affected critical habitat;
2. Gulf sturgeon foraging behavior;
3. Benthic community structure and Gulf sturgeon prey items; and
4. Recovery of benthic biota.

Whether individual factors are relevant to a particular action and analyzed within an opinion is highly site- and project-specific. We assess the relevant factors in order to predict the persistence and resilience of the prey resource with regard to density of current and recovering Gulf sturgeon populations. That is, numerous variables associated with Gulf sturgeon prey are considered to determine the likelihood of appropriate and abundant prey in the critical habitat unit following project construction.

### **5.1.1 Gulf Sturgeon Sub-populations Using Affected Critical Habitat**

The total number of Gulf sturgeon using the affected critical habitat is unknown. However, the Choctawhatchee River population is estimated to be 2,000-3,000 individuals (USFWS and NMFS 2009), and at least a portion of this population likely use Choctawhatchee Bay during winter periods. We therefore estimate that the number of Gulf sturgeon using this sub-basin is in the hundreds and is likely to increase as species recovery occurs.

### **5.1.2 Gulf Sturgeon Foraging Behavior**

Gulf sturgeon have a highly protrusible mouth that extends downward to vacuum up sediments containing their prey (i.e., infaunal macroinvertebrates). This suction feeding requires an expandable mouth cavity and a relatively narrow mouth through which to funnel water and food items (Westneat 2001). Success of suction feeding relies on the ability of the predator's mouth to protrude into the proximity of prey (Westneat 2001). The suction tube of the sturgeon's mouth must be able to maintain contact with the benthos their prey inhabit. Findeis (1997) described sturgeon as exhibiting evolutionary traits adapted for cruising the benthos in search of prey. Notably, their caudal fin morphology has presumably been adapted for benthic cruising. The hypochordal lobe is often reduced to allow sweeping of the tail while close to the substrate (Findeis 1997).

Research supports that Gulf sturgeon are typically found foraging in depths greater than 3 ft (1 m). Lower energy areas, where water depth is greater than 3 to 6 ft (1-2 m), would likely assist in foraging success given their feeding biology and the dissipation of wave energy. The protrusible mouth of these suction feeders must make contact with the benthos in order to vacuum prey out of the sediments while benthic cruising. The slightly deeper depths (2 to 4 m) the sturgeon seem to prefer (Fox et al. 2002) would have less wave energy at the substrate compared to the shallower swash zone. Downward cycloidal movement of waves dissipates energy through the water column (i.e., wave energy is exponentially dissipated with depth). A sturgeon attempting to forage in a high-energy, shallow-water environment (i.e., the swash zone) would likely have trouble remaining in place and maintaining contact with the bottom. Therefore, Gulf sturgeon foraging success would likely be greater in the slightly deeper, lower energy areas compared to the high-energy swash zone. The proposed project will be conducted in waters ranging from 0 to -12 ft, thus overlapping with the preferred feeding depths of 6-12 ft (2-4 m).

As benthic cruisers, sturgeon forage extensively in an area, presumably until preferred prey is depleted/reduced, then relocate, and resume foraging. Tracking observations by Sulak and

Clugston (1999), Fox et al. (2002), and Edwards et al. (2003) support that individual Gulf sturgeon move over an area until they encounter suitable prey type and density, at which time they forage for extended periods of time. Individual Gulf sturgeon often remain in localized areas (less than 1 sq km) for extended periods of time (greater than two weeks) and then move rapidly to another area where localized movements occurred again (Fox et al. 2002). In a multi-year study, Ross et al. (2009) found Gulf sturgeon from both the Pascagoula and Pearl Rivers broadly overlap and use the shallow water along the Gulf barrier islands as foraging grounds in the winter. These marine habitats utilized by the Gulf sturgeon were all less than 7 m deep, generally well oxygenated, and with relatively clear water. Bottom substrates were mostly coarse sand and shell fragments or fine sand (Ross et al. 2009). Edwards et al. (2007) also discussed mixing of Gulf sturgeon from different populations and overlap of winter habitat utilization. Gulf sturgeon tagged in seven Florida Panhandle river systems were monitored from Carrabelle, Florida, to Mobile Bay, Alabama, during the winter period in the coastal waters of the Gulf of Mexico; Gulf sturgeon from different river systems were located occupying the same area of marine habitat (Ross et al. 2009). While the exact amount of benthic area required to sustain Gulf sturgeon health and growth is unknown (and likely dependent on fish size and reproductive status), Gulf sturgeon have been known to travel long distances (greater than 161 km) during their winter feeding period. This supports the likelihood that any Gulf sturgeon in the action area will find appropriate and abundant prey in the areas adjacent to the project location given the proximity to nearby sandy areas that are known to support Gulf sturgeon prey.

### **5.1.3 Benthic Community Structure and Gulf Sturgeon Prey Items**

In general, East Pass has predominantly sandy sediments that contain a high density of infaunal invertebrates such as polychaetes, annelids, and crustaceans (Fox et al. 2002). However, most Gulf sturgeon in Unit 12 have been located within the eastern and central areas of Choctawhatchee Bay where there is lower overall infaunal density and species richness (Fox et al. 2002). Researchers believe Gulf sturgeon may be targeting Ghost shrimp as prey and the nearshore waters of central and eastern portions of Choctawhatchee Bay appear to have higher densities of ghost shrimp; thus accounting for the higher abundance of Gulf sturgeon observed there. Craft et al. (2001) found that Gulf sturgeon in Pensacola Bay prefer shallow shoals with unvegetated, fine- to medium-grain sand habitats such as sandbars and sub-tidal energy zones resulting in sediment sorting and a preponderance of sand supporting a variety of prey items. Data collected within Choctawhatchee Bay (Fox and Hightower 1998, Fox et al. 2002, Parauka et al. 2001) indicate that Gulf sturgeon prefer sandy shoreline habitats with the majority of fish being located in areas lacking seagrass. Other nearshore Gulf of Mexico locations where Gulf sturgeon are often located (via telemetry and tag returns) consist of unconsolidated, fine-medium grain sand habitats, including natural inlets and passes that are known to support Gulf sturgeon prey items (Menzel 1971, Abele and Kim 1986, AFS 1989). It has been concluded that Gulf sturgeon are foraging in these sandy areas where they are repeatedly located (Fox et al. 2002), as this habitat supports their prey.

Ontogenetic changes in Gulf sturgeon diet and foraging area have been documented. Young-of-the-year (juveniles in their first year that are generally <42 cm fork length, Huff 1975) forage in freshwater on aquatic invertebrates and detritus (Mason and Clugston 1993, Sulak and Clugston 1999). Small sub-adults (reproductively immature juvenile Gulf sturgeon <5 kg) forage within their natal rivers on aquatic insects (e.g., mayflies and caddis flies), worms (oligochaete), and bivalves (Huff 1975, Mason and Clugston 1993). In contrast, adult and larger sub-adult (those >5 kg) Gulf sturgeon generally fast while in freshwater rivers (Mason and Clugston 1993) and lose a substantial percentage of their total body weight (Wooley and Crateau 1985). Therefore,

once Gulf sturgeon leave the rivers after having spent at least six months fasting, it is presumed that they immediately begin feeding in estuarine areas to compensate for the loss (Carr 1983, Wooley and Crateau 1985, Clugston et al. 1995, Morrow et al. 1998, Heise et al. 1999, Sulak and Clugston 1999, Ross et al. 2000, Gu et al. 2001). All adult and sub-adult Gulf sturgeon exit the rivers during the fall and concentrate around the mouths of their natal rivers in lakes, bays, and tidal passes (Fox et al. 2002, Rogillio et al. 2007, Ross et al. 2009). These areas are very important for the Gulf sturgeon as they offer the first foraging opportunity for the Gulf sturgeon exiting the rivers. While, the sub-adults may stay within these estuarine areas, the adults often move beyond the estuaries to feed (Fox et al. 2002, Ross et al. 2009).

Few data have been collected on the food habits of Gulf sturgeon. Their threatened status limits sampling efforts and gastric lavaging has only recently become successful. Gulf sturgeon have been described as opportunistic and indiscriminate benthivores. Generally, Gulf sturgeon prey are burrowing species (e.g., annelids: polychaetes and oligochaetes, amphipods, isopods, and lancelets) that feed on detritus and/or suspended particles, and inhabit sandy substrate. Their guts generally contain benthic marine invertebrates including amphipods, lancelets, polychaetes, gastropods, shrimp, isopods, mollusks, and crustaceans (Huff 1975, Mason and Clugston 1993, Carr et al. 1996, Fox et al. 2000, Fox et al. 2002). During the early fall and winter, immediately following downstream migration, Gulf sturgeon are most often located and presumed to be foraging in marine or estuarine areas that have depths less than 20 feet and contain sandy substrates that support burrowing macroinvertebrates (Craft et al. 2001, Ross et al. 2001, Fox et al. 2002, Parauka et al. 2001, Ross et al. 2009).

#### **5.1.4 Recovery of Benthic Biota**

Benthic biota will become permanently inaccessible from the deposition of sand for nourishment (7.16 acres for rock and sheet pile groin option or 6.65 acres for the rock only groin option) and the construction/modification of groins (1.61 acres for the rock and sheet pile groin option or 3.37 acres for the rock only groin option). Depending upon which construction option the applicant chooses (groins constructed with or without sheet pile walls) up to 10.02 acres of critical habitat may be lost, as benthic biota will no longer be available.

#### **5.2 Summary of Effects on Gulf Sturgeon Critical Habitat**

Up to 10.02 acres of potential foraging habitat will be permanently lost as sediment control structures and beach nourishment will permanently cover current water bottom. These new features are not expected to provide opportunities for the recovery of benthic biota, thus resulting in the permanent loss of this area as a potential foraging habitat.

### **6 CUMULATIVE EFFECTS**

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ESA Section 7 regulations require NMFS to consider cumulative effects in formulating their biological opinions (50 CFR 402.14). Cumulative effects include the effects of future state, tribal, local, or private actions that are reasonably certain to occur in the action area considered in this opinion. Within the action area, major future changes are not anticipated in the ongoing human activities described in the environmental baseline. The present, major human uses of the action area are expected to continue at the present levels of intensity in the near future.

Throughout the coastal Gulf of Mexico, the loss of numerous acres of wetlands is occurring due to natural subsidence and erosion, as well as reduced sediment input from the Mississippi River. Impacts caused by residential, commercial, and agricultural developments appear to be the primary causes of wetland loss.

## **7 DESTRUCTION OR ADVERSE MODIFICATION ANALYSIS**

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This section analyzes the effects of this action relative to the ecological function of the essential features of designated critical habitat within Unit 12 continuing to provide sub-adult and adult feeding habitat and water quality for recovering populations of Gulf sturgeon from the Pea and Choctawhatchee Rivers (68 FR 13395). In the following analysis we demonstrate that while construction of the sediment control devices (groins) and placement of fill material in current open-water areas will impact prey abundance, Unit 12 will continue to serve its intended conservation role for Gulf sturgeon.

The placement of sand for nourishment and rock for sediment control structures (groins) will result in the permanent loss of up to 10.02 acres of potential forage habitat. However, we believe this loss of prey availability will not appreciably diminish the ecological function of Unit 12 in the conservation of Gulf sturgeon as high-use forage grounds will continue to be available nearby. More specifically, the known forage areas located within eastern and central Choctawhatchee Bay (Fox et al. 2002) will be avoided and therefore continue to provide the ecological functions of critical habitat.

## **8 CONCLUSION**

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After reviewing the current status of the Gulf sturgeon's critical habitat in Unit 12, the environmental baseline, the effects of the proposed action, and the cumulative effects, it is NMFS' biological opinion that the project activities in East Pass will not reduce the critical habitat's ability to support the Gulf sturgeon's conservation. Following the project activities up to 10.02 acres of critical habitat will cease to function as forage habitat, thereby reducing the prey availability. However, NMFS does not expect the loss of foraging habitat (prey availability) resulting from the nourishment of Norriego Point and the construction of beach groins to appreciably reduce the value of Gulf sturgeon critical habitat. NMFS concludes the action, as proposed, is not likely to destroy or adversely modify designated Gulf sturgeon critical habitat.

## **9 INCIDENTAL TAKE STATEMENT**

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NMFS does not anticipate that the proposed action will incidentally take any protected species and no take is being authorized. However, if such a take occurs, the Jacksonville District USACE shall immediately notify NMFS by e-mail ([takereport.nmfsser@noaa.gov](mailto:takereport.nmfsser@noaa.gov)) and reference this biological opinion by its title, issuance date, and Public Consultation Tracking System identifier number SER-2012-2282. In addition to e-mail notification, USACE may also notify NMFS by phone [(727) 824-5312] and/or fax [(727) 824-5309].

## **10 CONSERVATION RECOMMENDATIONS**

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Section 7(a)(1) of the ESA directs federal agencies to utilize their authority to further the purposes of the ESA by carrying out conservation programs for the benefit of endangered and threatened species. Conservation recommendations are discretionary agency activities to minimize or avoid adverse effects of a proposed action on listed species to help implement recovery plans or to develop information. NMFS believes the Jacksonville District USACE should implement the following conservation recommendations.

1. Gather data describing recovery rates of Gulf sturgeon prey species in response to re-colonization of sand substrate that would assist in future assessments of impacts to Gulf sturgeon prey items.
2. Gather data describing Gulf sturgeon movements within Choctawhatchee Bay and between critical habitat units.

In order for NMFS to be kept informed of actions minimizing or avoiding adverse effects or benefiting listed species or their habitats, NMFS requests notification of the implementation of any conservation recommendations.

## **11 REINITIATION OF CONSULTATION**

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This concludes formal consultation on the Norriego Point peninsula nourishment and stabilization project. As provided in 50 CFR 402.16, reinitiation of formal consultation is required where discretionary federal agency involvement or control over the action has been retained (or is authorized by law) and if (1) the amount or extent of taking specified in the incidental take statement is exceeded, (2) new information reveals effects of the action may affect listed species or critical habitat in a manner or to an extent not previously considered, (3) the identified action is subsequently modified in a manner that causes an effect to listed species or critical habitat that was not considered in the biological opinion, or (4) a new species is listed or critical habitat designated that may be affected by the identified action.

## 12 LITERATURE CITED

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- Abele, L.G. and W. Kim. 1986. An illustrated guide to the marine crustaceans of Florida. Technical Series Vol. 1 Number 1 Part 1. November 1986. Department of Environmental Regulation, State of Florida. 326 pp.
- AFS (American Fisheries Society). 1989. Common and scientific names of aquatic invertebrates from the United States and Canada: decapod crustaceans. Special Publication 17, Bethesda, Maryland. 77 pp.
- Carr, A. 1983. All the way down upon the Suwannee River. Audubon Magazine 85: 78-101.
- Carr, S.H., F. Tatman, and F.A. Chapman. 1996. Observations on the natural history of the Gulf of Mexico sturgeon *Acipenser oxyrinchus desotoi* Vladykov 1955 in the Suwannee River, southeastern United States. Ecology of Freshwater Fish 5: 169-174.
- Clugston, J.P., A.M. Foster, and S.H. Carr. 1995. Gulf sturgeon, *Acipenser oxyrinchus desotoi*, in the Suwannee River, Florida. Pp. 215-224 In: A.D. Gershanovich and T.I.J. Smith, eds. Proceedings of International Symposium on Sturgeons. Moscow, Russia. September 6-11, 1993. 370 pp.
- Craft, N.M., B. Russell, and S. Travis. 2001. Identification of Gulf sturgeon spawning habitats and migratory patterns in the Yellow and Escambia River systems. Final Report to the Florida Marine Research Institute, Fish and Wildlife Conservation Commission. 19 pp.
- Craft, C., and coauthors. 2008. Forecasting the effects of accelerated sea-level rise on tidal marsh ecosystem services. Frontiers in Ecology and the Environment 7(2):73-78.
- Edwards, R.E., K.J. Sulak, M.T. Randall, and C.B. Grimes. 2003. Movements of Gulf sturgeon (*Acipenser oxyrinchus desotoi*) in nearshore habitat as determined by acoustic telemetry. Gulf of Mexico Science 21: 59-70.
- Edwards, R.E., F.M. Parauka, and K.J. Sulak. 2007. New insights into marine migration and winter habitat of Gulf sturgeon. American Fisheries Society Symposium 56:183-196.
- Findeis, E. K. 1997. Osteology and phylogenetic interrelationships of sturgeons (Acipenserids). Environmental Biology of Fishes 48: 73-126.
- Fox, D.A. and J.E. Hightower. 1998. Gulf sturgeon estuarine and nearshore marine habitat use in Choctawhatchee Bay, Florida. Annual Report for 1998 to the National Marine Fisheries Service and the U.S. Fish and Wildlife Service. Panama City, Florida. 29 pp.
- Fox, D.A., J.E. Hightower, and F.M. Parauka. 2000. Gulf sturgeon spawning, migration, and habitat in the Choctawhatchee River System, Alabama-Florida. Transactions of the American Fisheries Society 129: 811-826.

- Fox, D.A., J.E. Hightower, and F.M. Parauka. 2002. Estuarine and nearshore marine habitat use by Gulf sturgeon from the Choctawhatchee River system, Florida. *American Fisheries Society Symposium* 28: 111-126.
- Gu, B., D.M. Schell, T. Frazer, M. Hoyer, and F.A. Chapman. 2001. Stable carbon isotope evidence for reduced feeding of Gulf of Mexico sturgeon during their prolonged river residence period. *Estuarine, Coastal and Shelf Science* 53: 275-280.
- Heise, R.J., S.T. Ross, M.F. Cashner, and W.T. Slack. 1999. Movement and habitat use for the Gulf sturgeon *Acipenser oxyrinchus desotoi* in the Pascagoula drainage of Mississippi: year III. Museum Technical Report No. 74. Funded by U.S. Fish and Wildlife Service, Project No. E-1, Segment 14.
- Huff, J.A. 1975. Life history of the Gulf of Mexico sturgeon, *Acipenser oxyrinchus desotoi*, in the Suwannee River, Florida. *Marine Resources Publication* No. 16. 32 pp.
- Hulme, P. E. 2005. Adapting to climate change: is there scope for ecological management in the face of a global threat? *Journal of Applied Ecology* 42(5):784-794.
- IPCC. 2007. *Climate Change 2007: Climate Change Impacts, Adaptation and Vulnerability. Summary for Policymakers*. S. Solomon, and coeditors, editors. *Climate Change 2007: The Physical Science Basis. Contribution of Working Group I to the Fourth Assessment Report of the IPCC (Intergovernmental Panel on Climate Change)*. Cambridge University Press, Cambridge, UK and New York, NY.
- Mason, W.T., Jr. and J.P. Clugston. 1993. Foods of the Gulf sturgeon *Acipenser oxyrinchus desotoi* in the Suwannee River, Florida. *Transactions of the American Fisheries Society* 122: 378-385.
- Menzel, R.W. 1971. Checklist of the marine fauna and flora of the Apalachee Bay and the St. George Sound area. Third Edition. Department of Oceanography, Florida State University, Tallahassee, Florida. 126 pp.
- Moorhead, K. K., and M. M. Brinson. 1995. Response of Wetlands to Rising Sea Level in the Lower Coastal Plain of North Carolina. *Ecological Applications* 5(1):261-271.
- Morrow, J.V. Jr., K.J. Killgore, J.P. Kirk, and H.E. Rogillio. 1998. Distribution and population attributes of Gulf Sturgeon in the lower Pearl River System, Louisiana. *Proceedings of the Annual Conference Southeastern Association of Fish and Wildlife Agencies* 50 1996: 79-90.
- Murdoch, P. S., J. S. Baron, and T. L. Miller. 2000. Potential Effects of Climate Change of Surface Water Quality in North America. *JAWRA Journal of the American Water Resources Association* 36(2):347-366.

- NAST. 2000. Climate change impacts on the United States: the potential consequences of climate variability and change. US Global Change Research Program, Washington D.C. National Assessment Synthesis Team.
- Palmer, M. A., and coauthors. 2008. Climate change and the world's river basins: anticipating management options. *Frontiers in Ecology and the Environment* 6(2):81-89.
- Parauka, F.M., S.K. Alam, and D.A. Fox. 2001. Movement and habitat use of sub-adult Gulf sturgeon in Choctawhatchee Bay, Florida. *Proceedings Annual Conference Southeast Association of Fish and Wildlife Agencies* 55: 280-297.
- Park, R. A., J. K. Lee, P. W. Mause, and R. C. Howe. 1991. The effects if sea level rise on US coastal wetlands. J. B. Smith, and D. A. Tirpak, editors. *The potential effects of global climate change on the United States. Appendix B - sea-level rise.* U.S. Environmental Protection Agency, Washington DC.
- Ray, G. 2007. Characterization of benthic habitats associated with potential borrow sites and access channels in Lake Borgne, Louisiana. Report to the U.S. Army Corps of Engineers. 23 pp.
- Rogillio, H.E., R.T. Ruth, E.H. Behrens, C.N. Doolittle, W.J. Granger, and J.P. Kirk. 2007. Gulf sturgeon movements in the Pearl River Drainage and the Mississippi Sound. *North American Journal of Fisheries Management* 27: 89-95.
- Ross, S.T., R.J. Heise, W.T. Slack, and M. Dugo. 2001. Habitat requirements of Gulf sturgeon *Acipenser oxyrinchus desotoi* in the northern Gulf of Mexico. Department of Biological Sciences, University of Southern Mississippi and Mississippi Museum of Natural Science. Funded by the Shell Marine Habitat Program, National Fish and Wildlife Foundation. 26 pp.
- Ross, S.T., R.J. Heise, W.T. Slack, J.A. Ewing, III, and M. Dugo. 2000. Movement and habitat use of the Gulf sturgeon *Acipenser oxyrinchus desotoi* in the Pascagoula drainage of Mississippi: year IV. Mississippi Department of Wildlife, Fisheries, and Parks, and Mississippi Museum of Natural Science. Funded by U.S. Fish and Wildlife Service, Project No. E-1, Segment 15. 58 pp.
- Ross, S.T., W.T. Slack, R.J. Heise, M.A. Dugo, H. Rogillio, B.R. Bowen, P. Mickle, and R.W. Heard. 2009. Estuarine and coastal habitat use of Gulf Sturgeon (*Acipenser oxyrinchus desotoi*) in the North-Central Gulf of Mexico. *Estuaries and Coasts* 32:360-374.
- Sulak, K. J. and J.P. Clugston. 1999. Recent advances in life history of Gulf of Mexico sturgeon *Acipenser oxyrinchus desotoi* in the Suwannee River, Florida, U.S.A.: a synopsis. *Journal of Applied Ichthyology*. 15: 116-128.
- USFWS, GSMFC, and NMFS. 1995. U.S. Gulf Sturgeon Recovery/Management Plan. Atlanta, Georgia. 170 pp.

USFWS (U.S. Fish and Wildlife Service) and NMFS (National Marine Fisheries Service. 2009. Gulf sturgeon (*Acipenser oxyrinchus desotoi*) 5-Year Review: Summary and Evaluation. 49 pp.

Westneat, M.W. 2001. Ingestion in fish. Encyclopedia of Life Science 12: 1-6.

Wooley, C.M. and E.J. Crateau. 1985. Movement, microhabitat, exploitation, and management of Gulf of Mexico sturgeon, Apalachicola River, Florida. North American Journal of Fisheries Management 5: 590-605.

### Noise Thresholds and Calculations

NMFS conducted a noise exposure analysis to determine if and to what degree noise may affect protected species within the action area of the project. To accomplish this analysis NMFS used underwater injury and behavioral thresholds for various sizes of fish<sup>1</sup> and sea turtles<sup>2</sup> based on the most currently accepted criteria (Table 1). When source levels are greater than the thresholds, there are impacts to the organisms. We can calculate the distance necessary for sound to become reduced below threshold levels using a “15 log R” equation.

**Table 1. Threshold noise levels for fish and sea turtles.**

Impact	Organism	Underwater threshold
Injury	All fish	206 dB peak
	Fish $\geq$ 2 grams	187 dB (SEL)
	Fish $<$ 2 grams	183 (SEL)
	Sea turtles	187 dB (SEL)
Behavior	Fish	150 dB (RMS)
	Sea turtles	166 dB (RMS)

#### Definitions

*Peak Pressure:* Peak pressure is the maximum positive pressure between zero and the greatest pressure of signals in units of dB re 1  $\mu\text{Pa}_{\text{peak}}$  or  $0\text{-peak}$ . Peak levels are generally higher than RMS levels and often used to determine injury ranges from pressure.

*Sound Exposure Level (SEL):* SEL is the time cumulative sum of squares pressure divided by the duration of the sound (usually 1 second for a pile driving strike). SEL levels have units of dB re 1  $\mu\text{Pa}^2\cdot\text{s}$  and can be used to calculate the cumulative risk to multiple exposures over time from repeated pile driving strikes.

*Root Mean Square (RMS):* The square root of the average of the square of the pressure of the sound signal over a given duration in units of dB re 1  $\mu\text{Pa}_{\text{rms}}$ . Often used to determine behavioral responses to audible sounds.

No source sound levels were provided by the applicant, so NMFS used information from the Illinworth and Rodkin (2007) publication as the best data available.<sup>3</sup> The applicant intends to use a pneumatic vibratory hammer to install 21- to 30-inch steel sheet piles. Information from

<sup>1</sup> Federal Highway Administration. 2012. Technical Guidance for Assessment and Mitigation of the Hydroacoustic Effects of Pile Driving on Fish. Final. February. (ICF 645.10.) Prepared by ICF International, Seattle, WA.

<sup>2</sup> McCauley, R.D., J. Fewtrell, A.J. Duncan, C. Jenner, M.N. Jenner, J.D. Penrose, R.I.T. Prince, A. Adhita, J. Murdoch, and K. McCabe. 2000a. Marine seismic surveys: analysis and propagation of air-gun signals; and effects of air-gun exposure on humpback whales, sea turtles, fishes and squid. A Report Prepared for the Australian Production Exploration Association. Project CMST 163, Report R99-15. 198 pp.

<sup>3</sup> Illinworth and Rodkin. 2007. Compendium of Pile Driving Sound Data. Prepared for California Department of Transportation, Sacramento, CA by Illinworth and Rodkin, Petaluma, CA.

the Illinworth and Rodkin (2007) paper is based on using a vibratory hammer to drive 24-in steel sheet piles (Table 2). However, since this data referenced the sound level at 10 m, rather than at the source, we conducted a back calculation to the source by determining the decibel loss over the 10 m using the following steps:

- The dB loss over 10 m was determined using the 15 log R spreading loss equation with our in-house calculator.
- We calculated a 15 dB attenuation loss
- An attenuation loss of 15 dB was added to each referenced noise level to determine the source level for each dB unit of measurement.

**Table 2. Estimated source sound levels for the installation of steel sheet piles using a vibratory hammer.**

Reference Unit (dB)	Reference Level <sup>a</sup>	Sound loss over 10 meters	Source Level used for analysis
Peak pressure	182 dB	15 dB	197 dB
RMS	165 dB	15 dB	180 dB
SEL	165 dB	15 dB	180 dB

<sup>a</sup>Pile driving data from Illinworth and Rodkin (2007)

The estimated source sound levels for the installation of steel sheet piles from Table 2 (180 dB for both SEL and RMS) indicate that the source sound level will not exceed the thresholds for injurious effects to fish and sea turtles (187 dB – SEL). However, the source sound levels will exceed the behavioral threshold for fish (150 dB – RMS) and sea turtles (166 dB – RMS) from Table 1. Therefore, to determine the distance from the source that could cause behavioral effects to fish we subtracted the threshold (150 dB) from the source (180 dB) and used our in-house spreading loss calculator to determine the distance needed for sound to reduce to that value (30 dB). From the table below, at a range of 100 meters, the 15 log R spreading loss is 30 dB. This same calculation was conducted to determine the distance required for sound to dissipate below behavioral threshold levels for sea turtles as well, and was determined to be approximately 10 meters.

**Table 3. Spreading loss calculator showing the dissipation of sound over distance.**

Spherical (20 logR) and Cylindrical (10 and 15 logR) Spreading Loss				
Instructions: Input range from source to obtain spherical and cylindrical spreading loss (- dB)				
Range (m)	log (R)	20 logR Spherical Spreading Loss (- dB)	10 log R Cylindrical Spreading Loss (- dB)	15 log R Cylindrical Spreading Loss (- dB)
1	0	0	0	0
2	0.301029996	6.020599913	3.010299957	4.515449935
4	0.602059991	12.04119983	6.020599913	9.03089987
8	0.903089987	18.06179974	9.03089987	13.5463498
10	1	20	10	15
25	1.397940009	27.95880017	13.97940009	20.96910013
50	1.698970004	33.97940009	16.98970004	25.48455007
100	2	40	20	30
200	2.301029996	46.02059991	23.01029996	34.51544993
2000	3.301029996	66.02059991	33.01029996	49.51544993
10000	4	80	40	60
100000	5	100	50	75
500000	5.698970004	113.9794001	56.98970004	85.48455007
1000000	6	120	60	90

**ADDENDUM NO. 2**

**CITY OF DESTIN, FLORIDA  
REQUEST FOR BIDS RFB NO. 25-16-PW  
NORRIEGO DREDGING PROJECT**

**DECEMBER 10, 2025**



**ATTACHMENT D**  
**Updated Plan Set**

# BID SET

# NORRIEGO POINT MAINTENANCE DREDGING

## FOR THE CITY OF DESTIN OKALOOSA COUNTY, FLORIDA

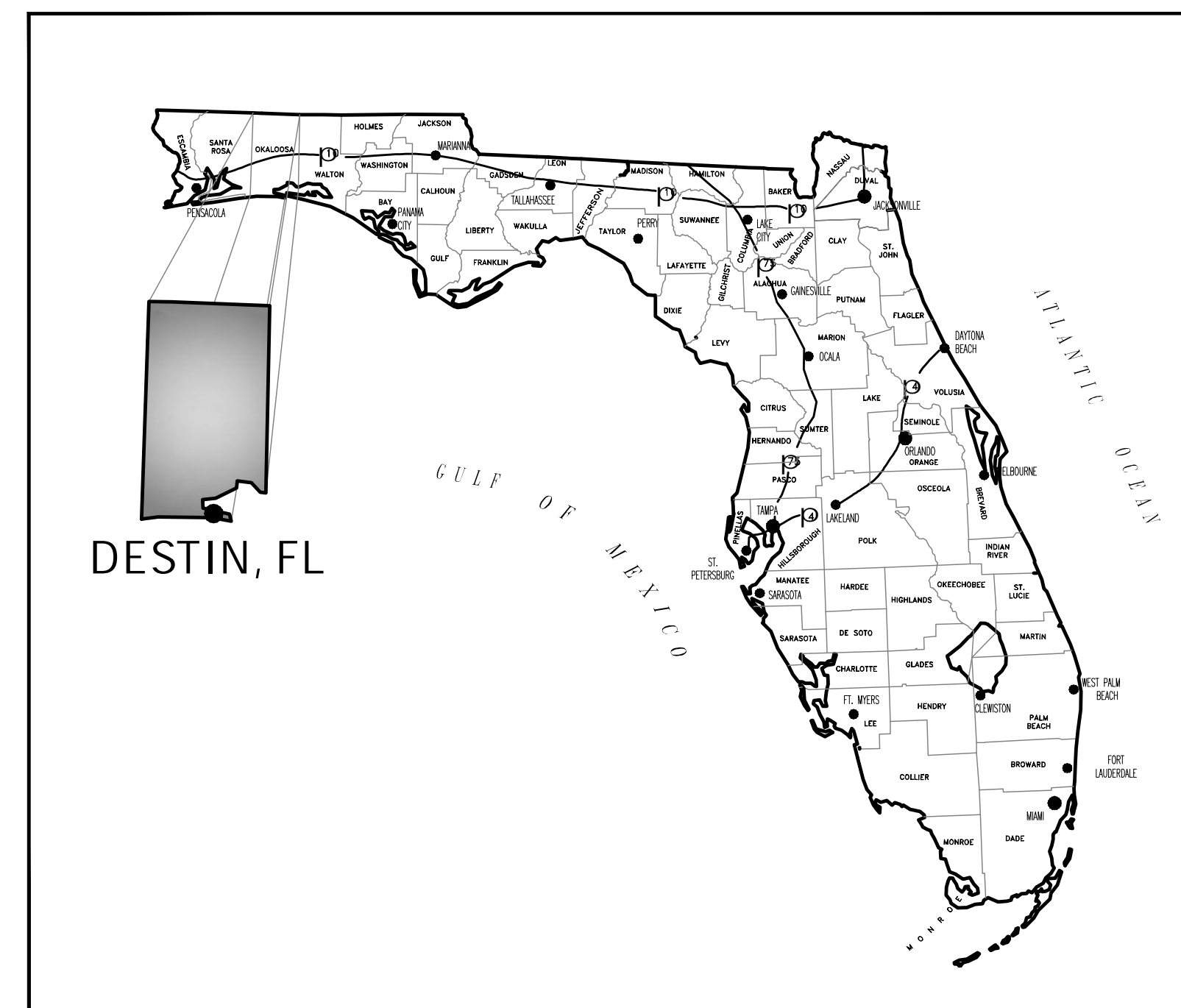


No.	DATE	DESCRIPTION
1	12/1/2025	ADDENDUM #1
2		
3		
4		
5		

CERTIFICATE OF AUTHORIZATION No.: 31422  
 BRYAN OSBORN, P.E. No.: 79822  
 THE ABOVE NAMED PROFESSIONAL ENGINEER  
 SHALL BE RESPONSIBLE FOR THE FOLLOWING  
 SHEETS INDICATED BY (\*) IN ACCORDANCE  
 WITH RULE 61G15-23.005, F.A.C.

### DESTIN CITY COUNCIL

- BOBBY WAGNER - MAYOR
- DEWEY DESTIN - COUNCILMAN
- JIM BAGBY - COUNCILMAN
- RODNEY BRADEN - COUNCILMAN
- TOREY GEILE - COUNCILMAN
- TERESA HEBERT - COUNCILWOMAN
- KEVIN SCHMIDT - COUNCILMAN
- SANDY TRAMMELL - COUNCILWOMAN



**VICINITY  
MAP**



**LOCATION  
MAP**

### INDEX OF SHEETS

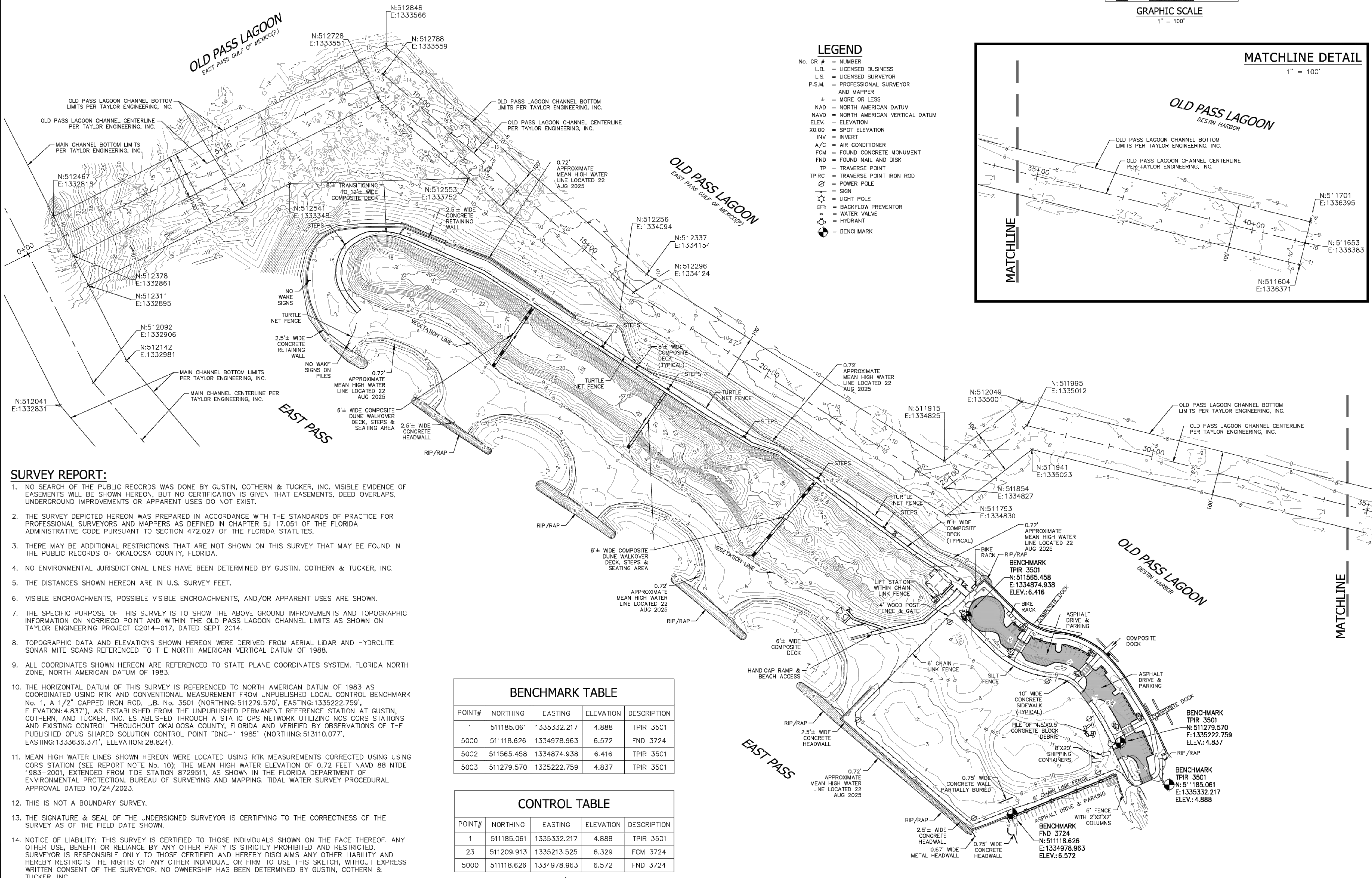
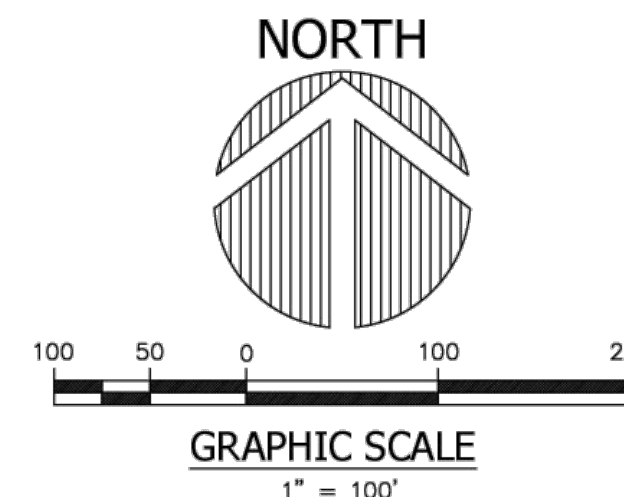
- (\*) CE0.0 COVER SHEET (THIS SHEET)
- CE0.1 TOPOGRAPHIC & BATHYMETRIC SURVEY
- (\*) CE0.2 GENERAL NOTES
- (\*) CE1.0 EXISTING CONDITIONS
- (\*) CE1.1 DREDGE PLAN
- (\*) CE1.2 FILL PLAN
- (\*) CE1.3 DREDGE SECTIONS
- (\*) CE1.4 DREDGE SECTIONS
- (\*) CE1.5 DREDGE SECTIONS
- (\*) CE1.6 DREDGE SECTIONS
- (\*) CE1.7 FILL SECTIONS
- (\*) CE1.8 FILL SECTIONS
- (\*) CE1.9 EROSION CONTROL DETAILS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

**DATE: DECEMBER 1, 2025**

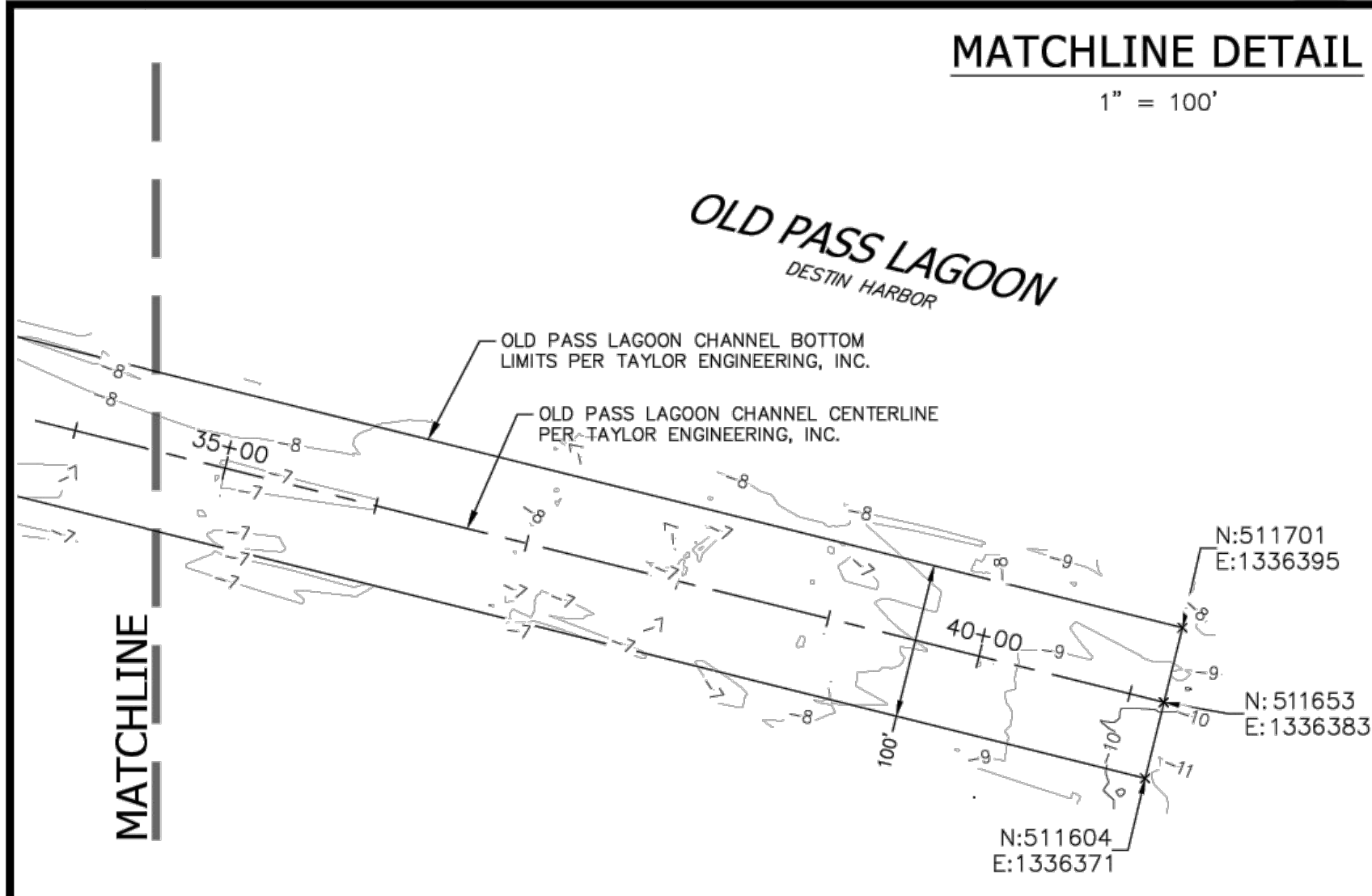
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED  
 SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED  
 ON ANY ELECTRONIC DOCUMENTS.

# EAST PASS & DESTIN HARBOR MAINTENANCE DREDGING TOPOGRAPHIC & BATHYMETRIC SURVEY



**LEGEND**

- No. OR # = NUMBER
- L.B. = LICENSED BUSINESS
- L.S. = LICENSED SURVEYOR
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- ± = MORE OR LESS
- NAD = NORTH AMERICAN DATUM
- NAVD = NORTH AMERICAN VERTICAL DATUM
- ELEV. = ELEVATION
- XO.OO = SPOT ELEVATION
- INV = INVERT
- A/C = AIR CONDITIONER
- FCM = FOUND CONCRETE MONUMENT
- FND = FOUND NAIL AND DISK
- TP = TRAVERSE POINT
- TPIRC = TRAVERSE POINT IRON ROD
- ⊙ = POWER POLE
- = SIGN
- ⊙ = LIGHT POLE
- ⊙ = BACKFLOW PREVENTOR
- ⊙ = WATER VALVE
- ⊙ = HYDRANT
- ⊙ = BENCHMARK



- SURVEY REPORT:**
- NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
  - THE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
  - THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
  - NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.
  - THE DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
  - VISIBLE ENCROACHMENTS, POSSIBLE VISIBLE ENCROACHMENTS, AND/OR APPARENT USES ARE SHOWN.
  - THE SPECIFIC PURPOSE OF THIS SURVEY IS TO SHOW THE ABOVE GROUND IMPROVEMENTS AND TOPOGRAPHIC INFORMATION ON NORRIEGO POINT AND WITHIN THE OLD PASS LAGOON CHANNEL LIMITS AS SHOWN ON TAYLOR ENGINEERING PROJECT C2014-017, DATED SEPT 2014.
  - TOPOGRAPHIC DATA AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM AERIAL LIDAR AND HYDROLITE SONAR MITE SCANS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
  - ALL COORDINATES SHOWN HEREON ARE REFERENCED TO STATE PLANE COORDINATES SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983.
  - THE HORIZONTAL DATUM OF THIS SURVEY IS REFERENCED TO NORTH AMERICAN DATUM OF 1983 AS COORDINATED USING RTK AND CONVENTIONAL MEASUREMENT FROM UNPUBLISHED LOCAL CONTROL BENCHMARK No. 1, A 1/2" CAPPED IRON ROD, L.B. No. 3501 (NORTHING: 511279.570', EASTING: 1335222.759', ELEVATION: 4.837'), AS ESTABLISHED FROM THE UNPUBLISHED PERMANENT REFERENCE STATION AT GUSTIN, COTHERN, AND TUCKER, INC. ESTABLISHED THROUGH A STATIC GPS NETWORK UTILIZING NGS CORRS STATIONS AND EXISTING CONTROL THROUGHOUT OKALOOSA COUNTY, FLORIDA AND VERIFIED BY OBSERVATIONS OF THE PUBLISHED OPUS SHARED SOLUTION CONTROL POINT "DNC-1 1985" (NORTHING: 513110.077', EASTING: 1333636.371', ELEVATION: 28.824).
  - MEAN HIGH WATER LINES SHOWN HEREON WERE LOCATED USING RTK MEASUREMENTS CORRECTED USING CORS STATION (SEE REPORT NOTE No. 10); THE MEAN HIGH WATER ELEVATION OF 0.72 FEET NAVD 88 NTIDE 1983-2001, EXTENDED FROM TIDE STATION 8729511, AS SHOWN IN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, TIDAL WATER SURVEY PROCEDURAL APPROVAL DATED 10/24/2023.
  - THIS IS NOT A BOUNDARY SURVEY.
  - THE SIGNATURE & SEAL OF THE UNDERSIGNED SURVEYOR IS CERTIFYING TO THE CORRECTNESS OF THE SURVEY AS OF THE FIELD DATE SHOWN.
  - NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SKETCH, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR. NO OWNERSHIP HAS BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.

**BENCHMARK TABLE**

POINT#	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	511185.061	1335332.217	4.888	TPIR 3501
5000	511118.626	1334978.963	6.572	FND 3724
5002	511565.458	1334874.938	6.416	TPIR 3501
5003	511279.570	1335222.759	4.837	TPIR 3501

**CONTROL TABLE**

POINT#	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	511185.061	1335332.217	4.888	TPIR 3501
23	511209.913	1335213.525	6.329	FCM 3724
5000	511118.626	1334978.963	6.572	FND 3724

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Niceville, FL 32578 (850) 678-5141 Fax: (850) 729-2460  
121 Hart Street  
L.B. No. 3501

**TOPOGRAPHIC & BATHYMETRIC SURVEY**  
**EAST PASS & DESTIN HARBOR**  
**MAINTENANCE DREDGING**

SITUATED IN UNDIVIDED TOWNSHIP 2 SOUTH,  
RANGE 22 WEST, CITY OF DESTIN,  
OKALOOSA COUNTY, FLORIDA

PARCEL ID: N/A

DATE: 17 SEP 2025

© G.C.I., INC. 2025

DRIFT BY: DATE: 9/17/2025  
B. WISE

DESCRIPTION: INITIAL RELEASE

REV: A

SURVEY TYPE: TOPOGRAPHIC

FIELD DATE: 27 AUG 2025  
FIELD BOOK: 25-10, PP. 66-67 (ZG)  
DATUM: (HORIZONTAL/VERTICAL) NAD 83  
CLIENT: ANCHOR CEI, INC

SHEET: **01** OF 1  
PROJECT: 250254  
ORDER#: 250254.01  
REV: A

MAP# 250254.01-01







N

120 0 120 240

**Graphic Scale in Feet**

**LEGEND:**

- PROPOSED DREDGING AREA
- PROPOSED FILL AREA
- SECTION VIEW EVERY 100'

**ESTIMATED QUANTITIES:**

DREDGE :15,784.59 CY (INCLUDES ALLOWABLE OVERDREDGING)  
 FILL: 14,620.52 CY

**Anchor CEI**  
 Engineering that works.

P. 850.215.1286  
 450 Magnolia Avenue, Panama City, FL 32401  
 CA Number: 31422

Brian Osborn, PE  
 FL License No.: 79822

No.	Date	Revision
1	12/11/2025	ADDENDUM # 1

Designed: B.OSBORN  
 Drawn: T.NEWMAN  
 Checked: B.OSBORN  
 Job No.: 1025.001  
 Date: 11/18/2025

**DREDGE PLAN**

**NORRIEGO POINT HARBOR RESTORATION**

DESTIN / OKALOOSA / FL

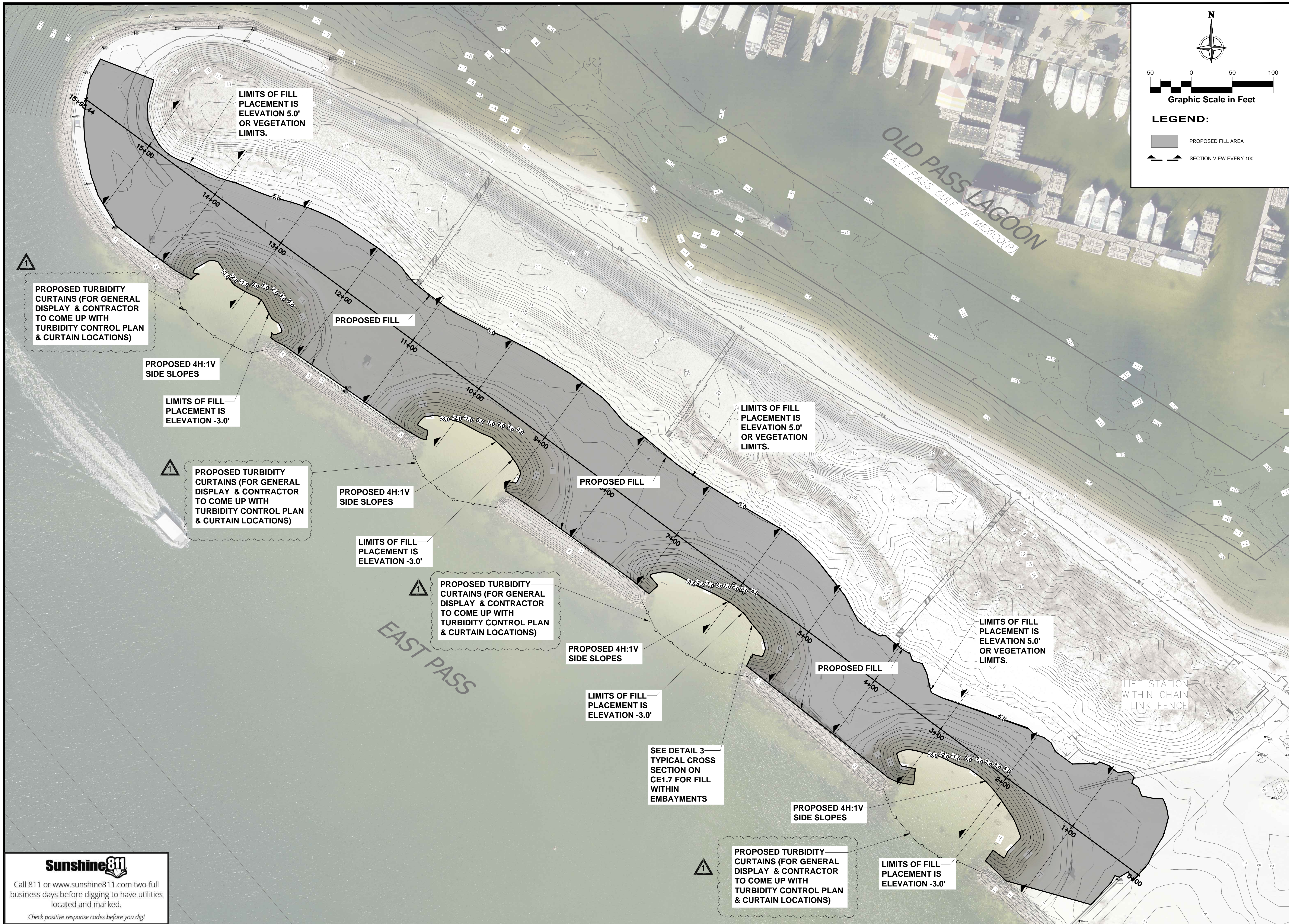
THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No.  
**CE1.1**

**Sunshine 811**

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

*Check positive response codes before you dig!*



N

50 0 50 100

Graphic Scale in Feet

**LEGEND:**

- PROPOSED FILL AREA
- SECTION VIEW EVERY 100'

**Anchor CEI**  
Engineering that works.

P. 850.215.1285 • F. 850.215.1286  
450 Magnolia Avenue, Panama City, FL 32401  
CA Number: 31422

Brian Osborn, PE  
FL License No.: 79822

No.	Date	Revision
1	12/11/2025	ADDENDUM # 1

Designed: B.OSBORN  
Drawn: T.NEWMAN  
Checked: B.OSBORN  
Job No.: 1025.001  
Date: 11/18/2025

**FILL & EXCAVATION PLAN**  
**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

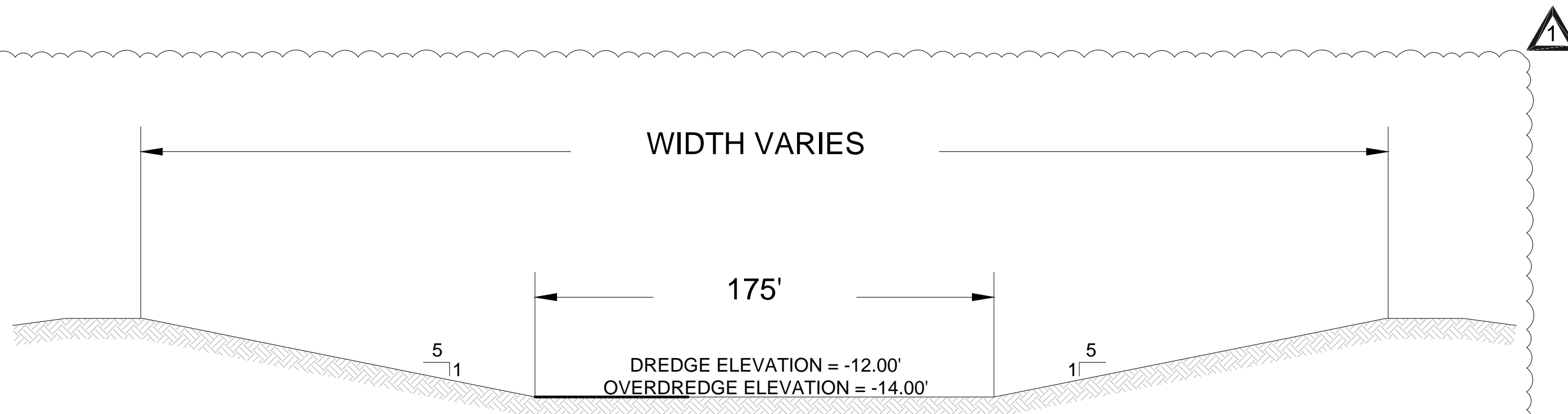
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Sheet No.  
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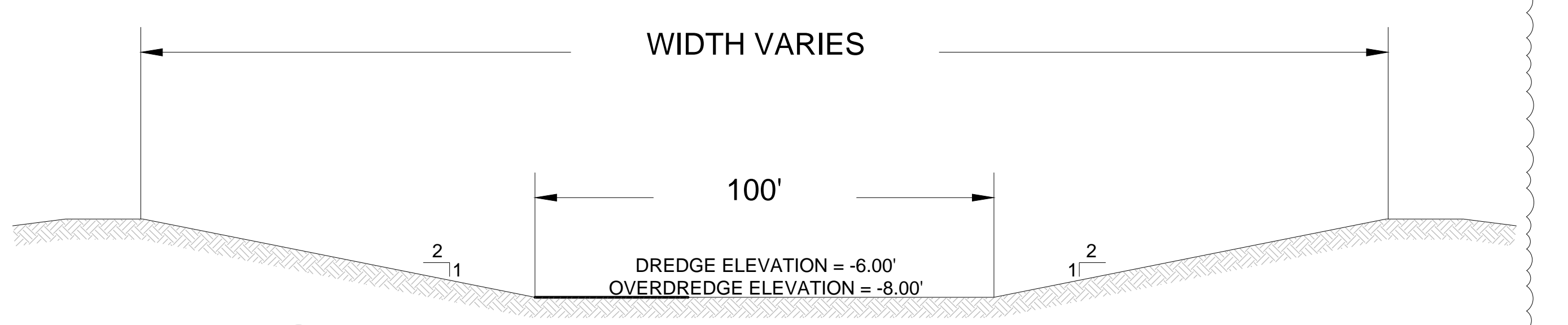
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Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

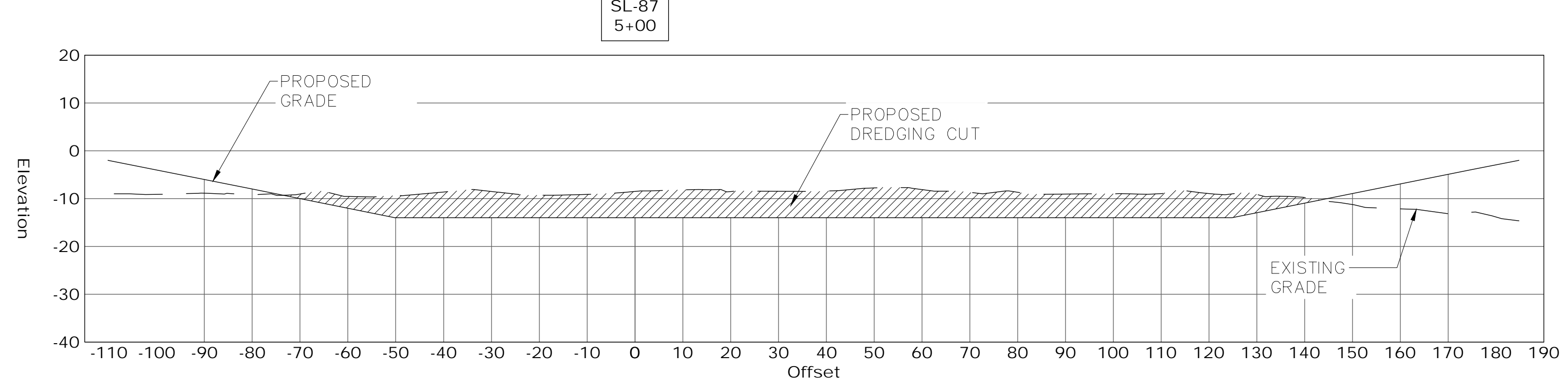
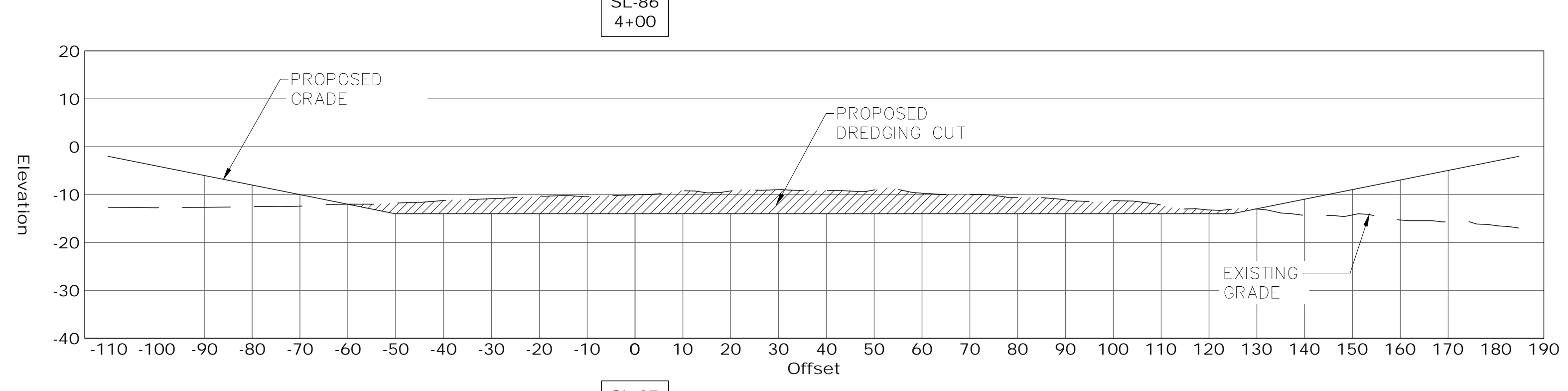
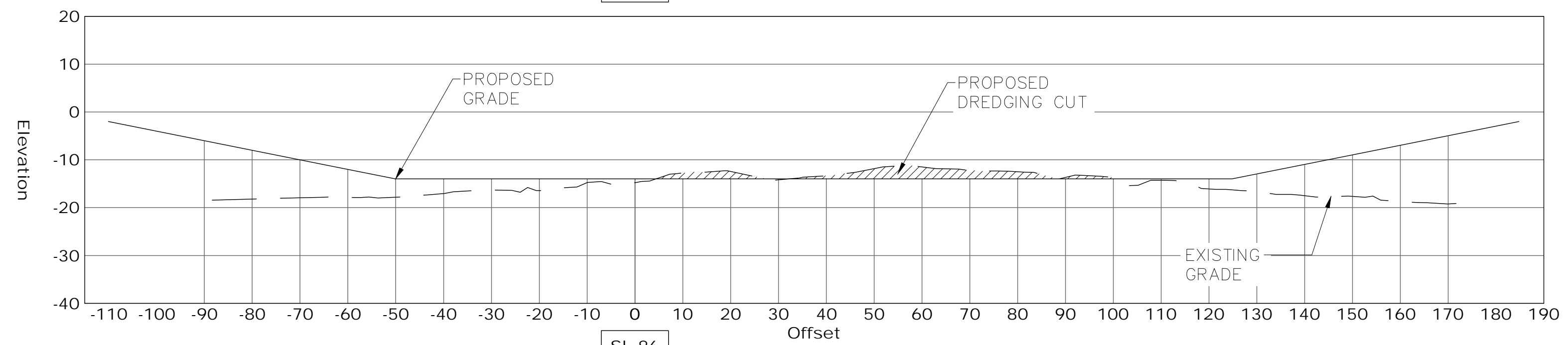
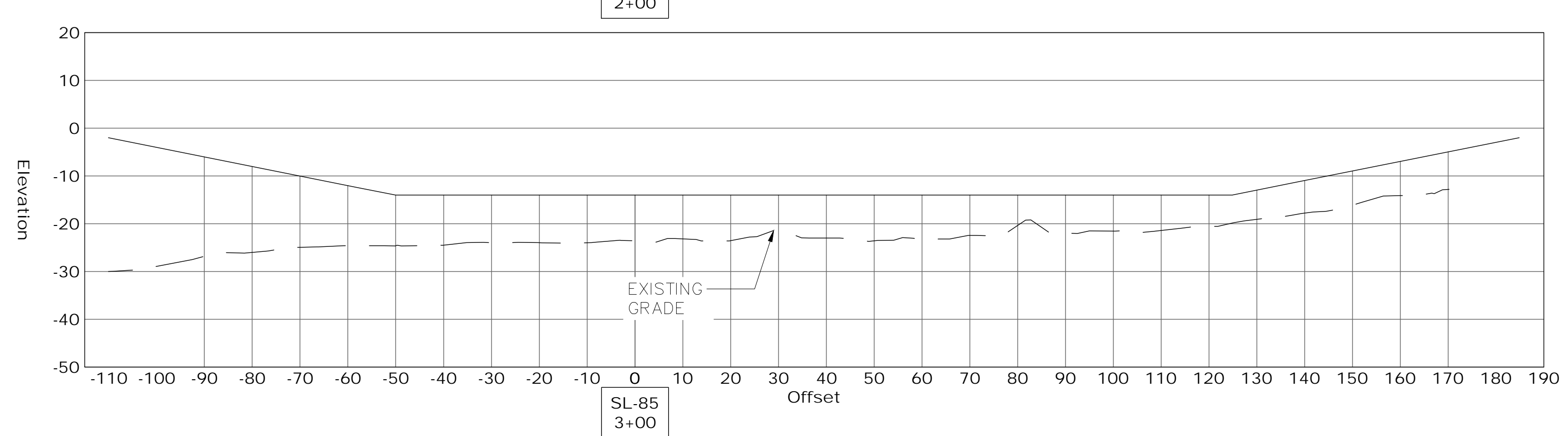
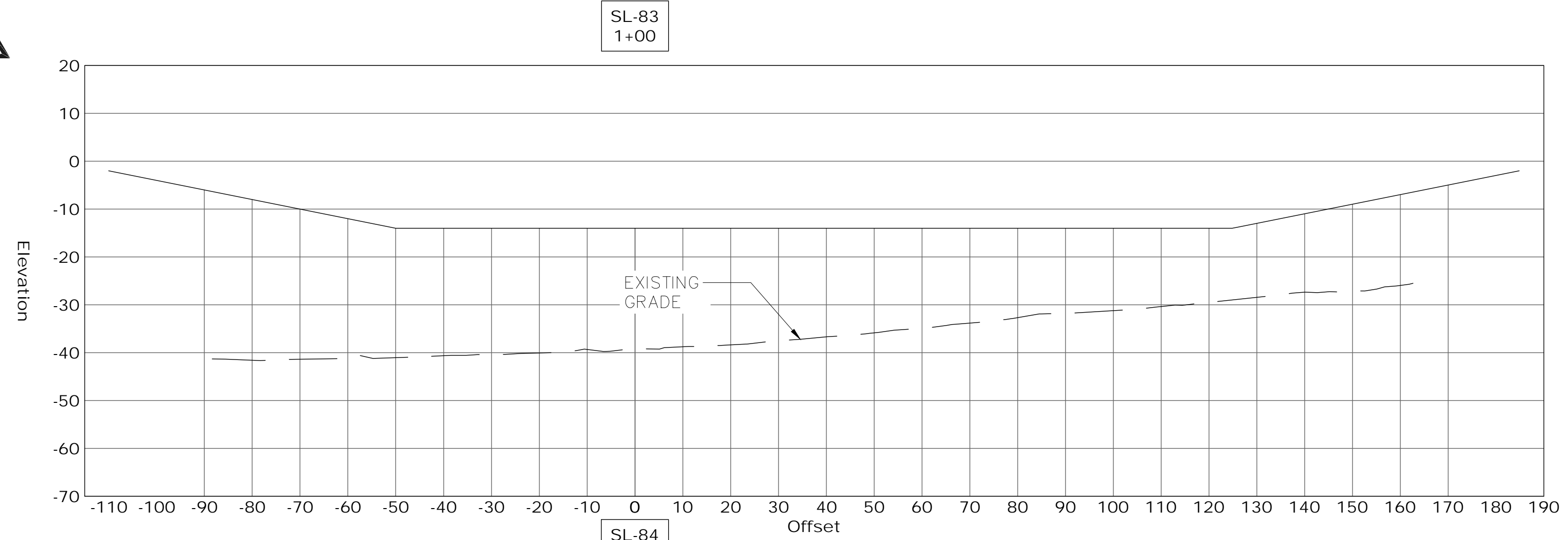
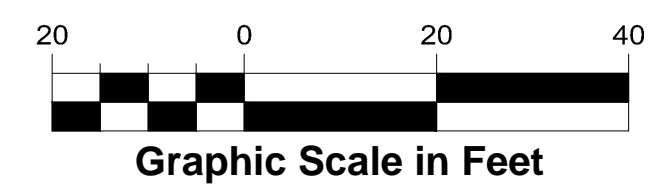
*Check positive response codes before you dig!*



**1**  
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**FROM STA. 0+00 TO STA. 13+00 DETAIL**  
N.T.S.



**2**  
**CE1.3**  
**DREDGING TYPICAL CROSS SECTION**  
**FROM STA. 13+00 TO STA. 41+22.18 DETAIL**  
N.T.S.

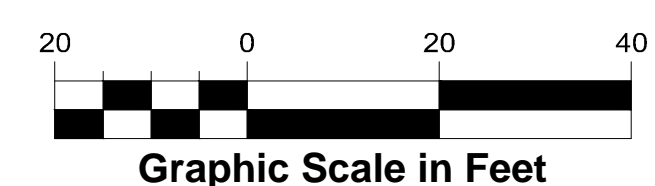
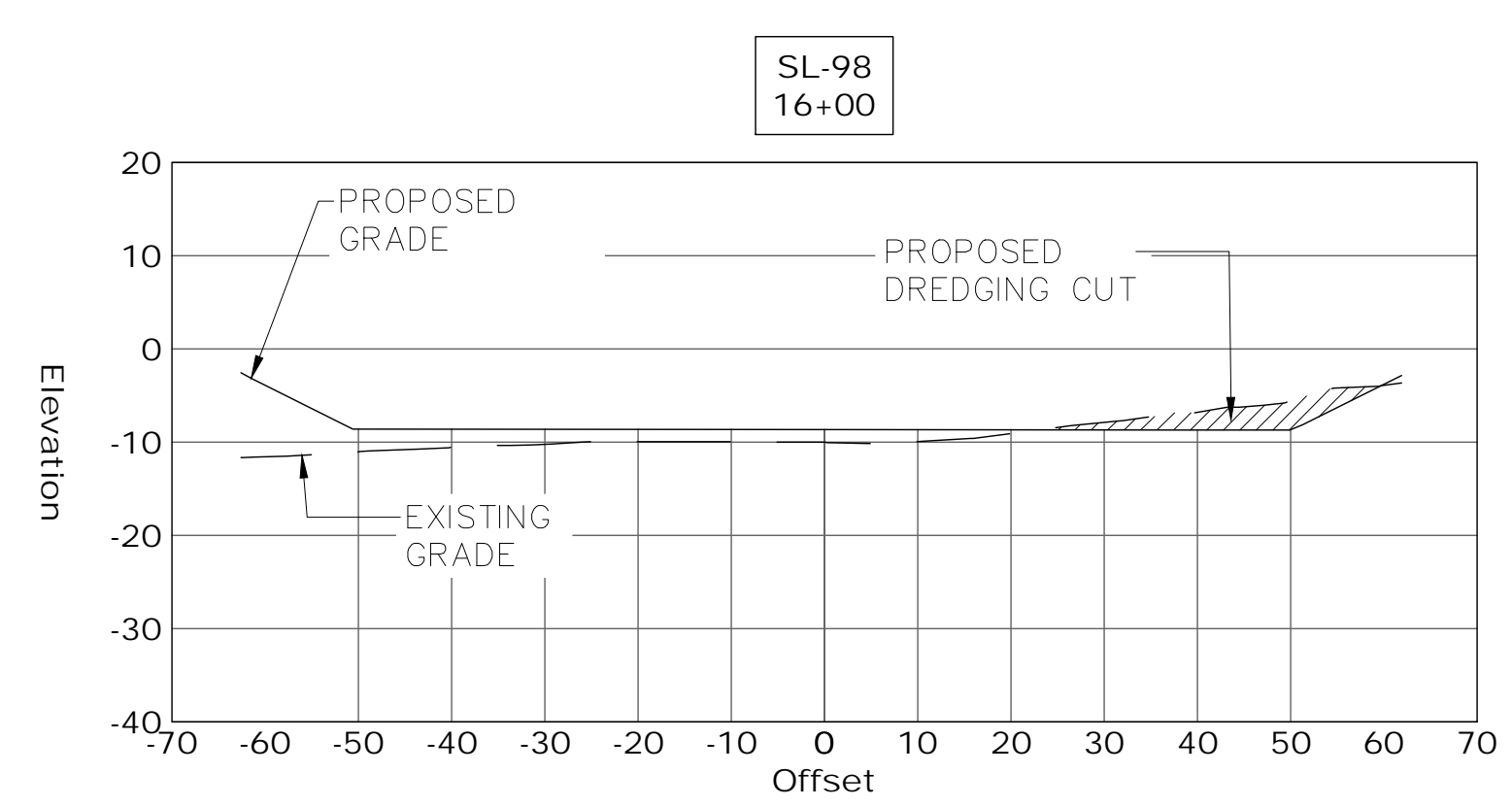
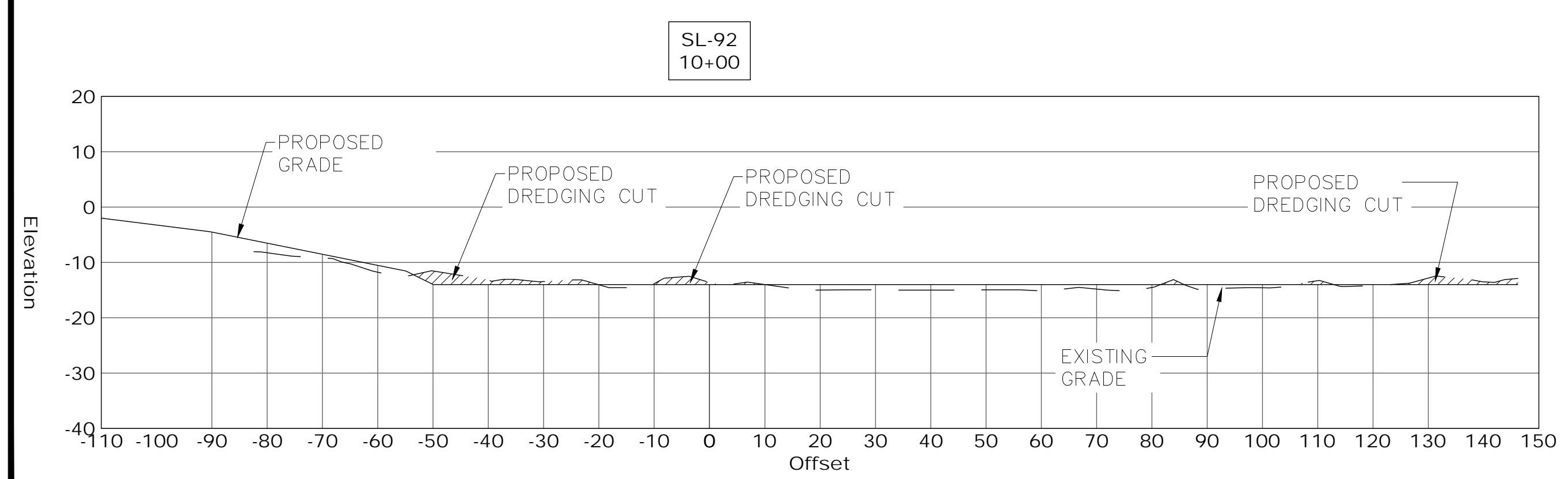
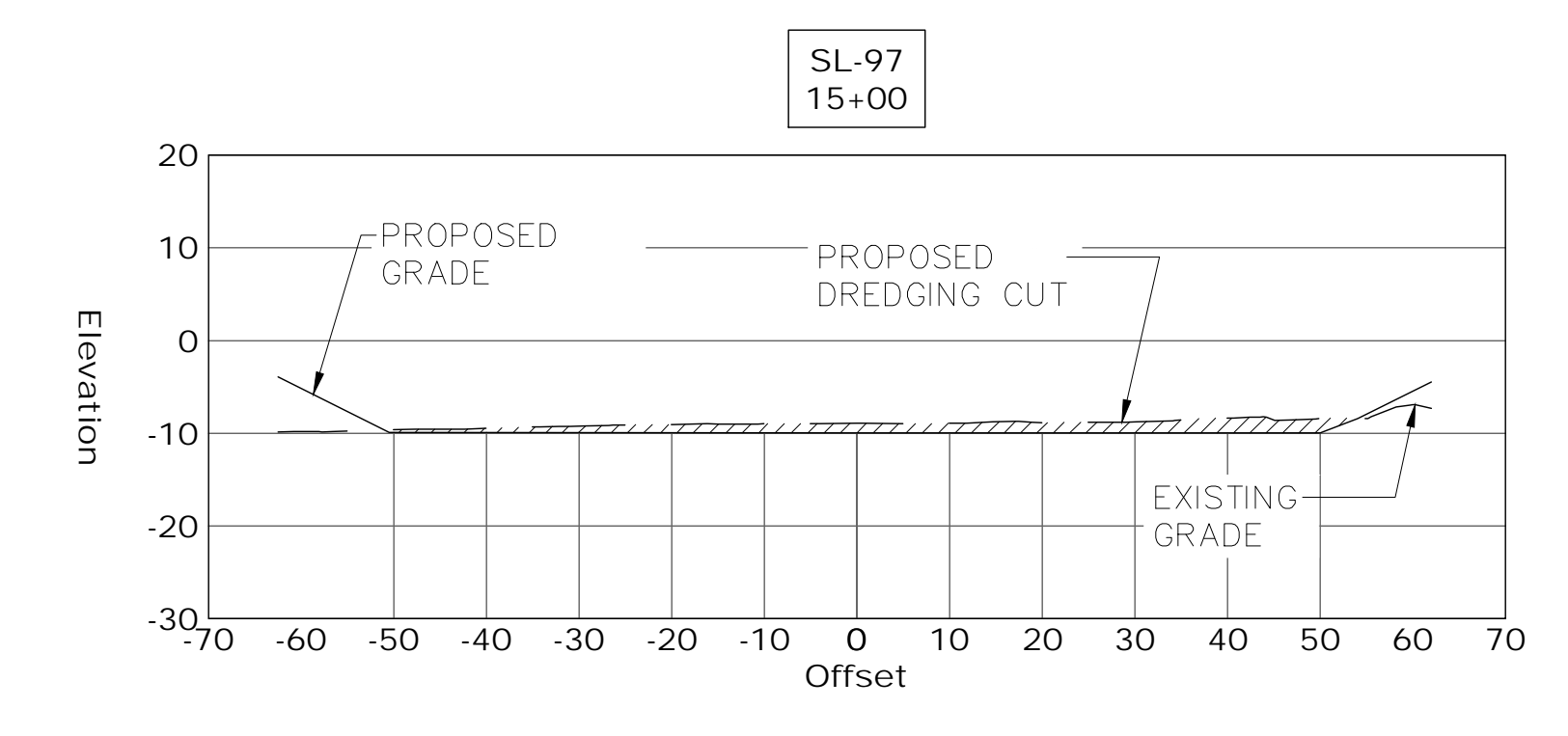
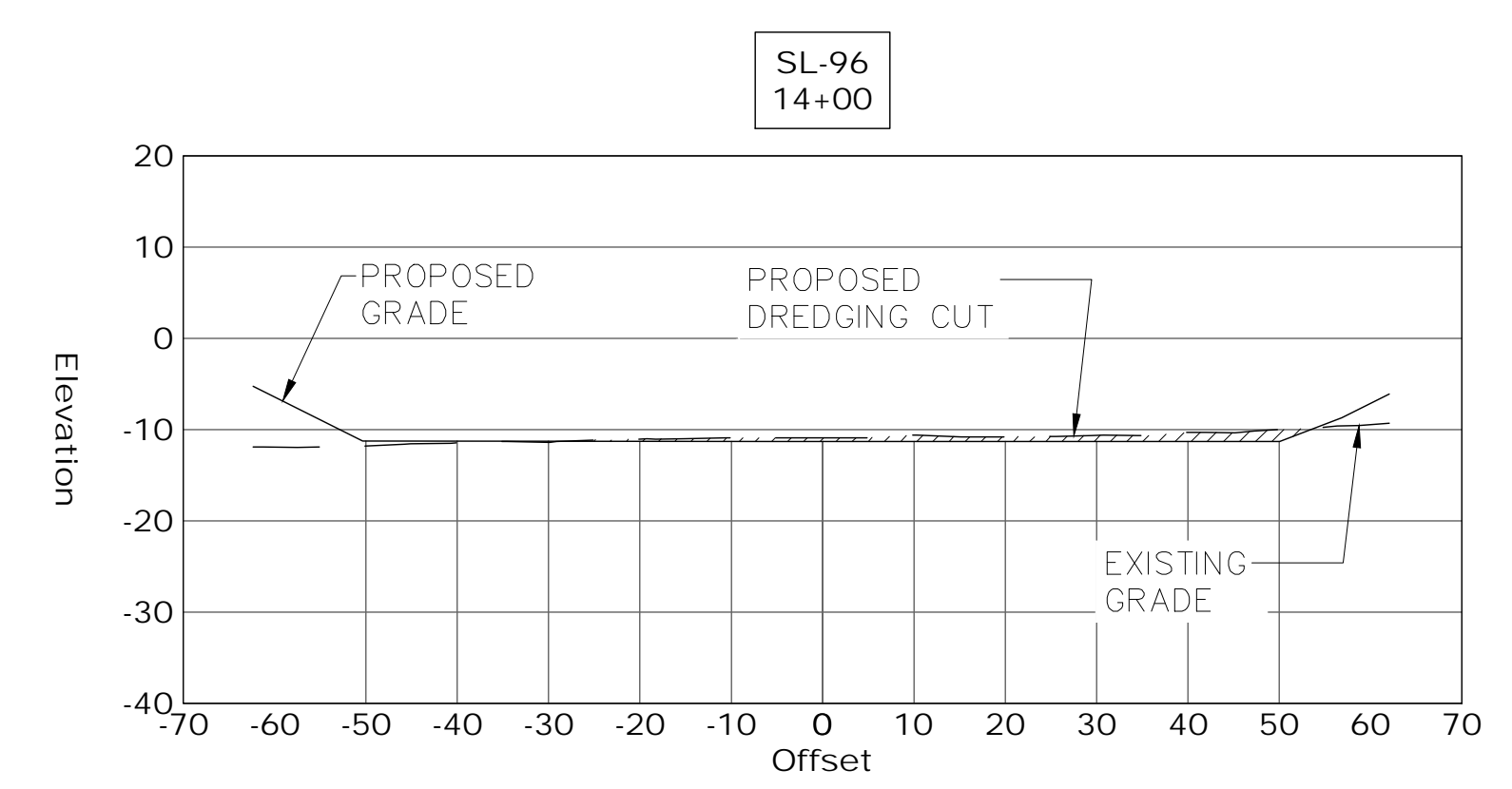
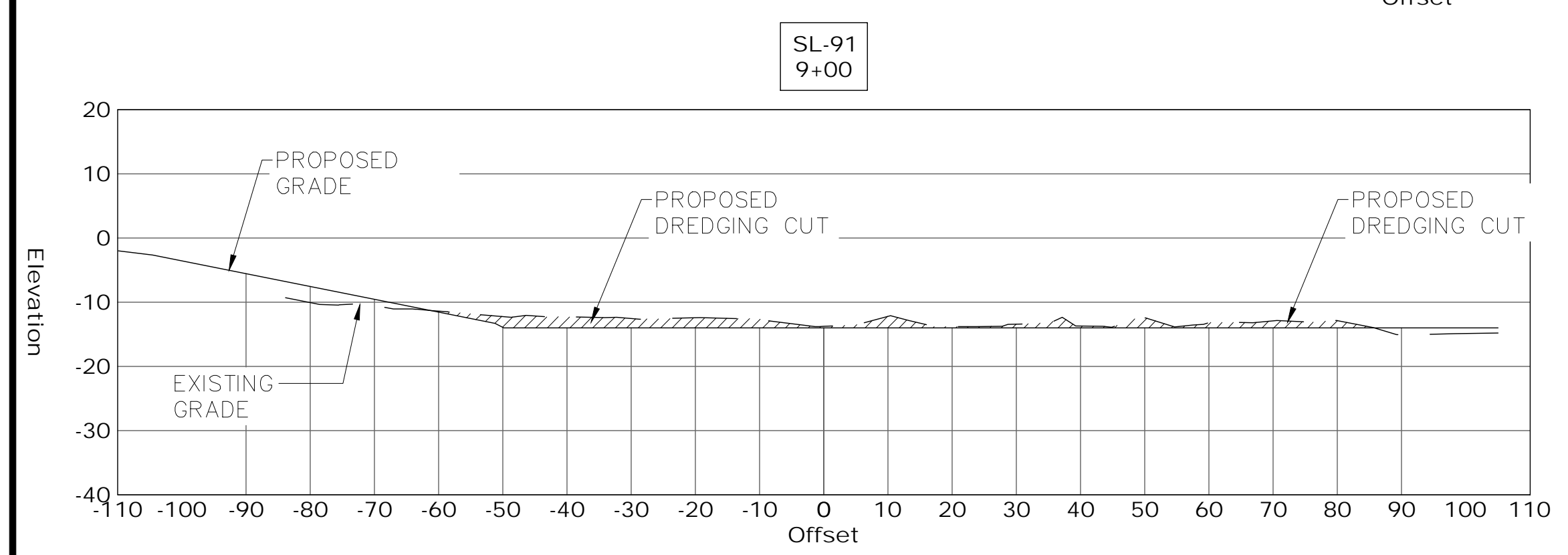
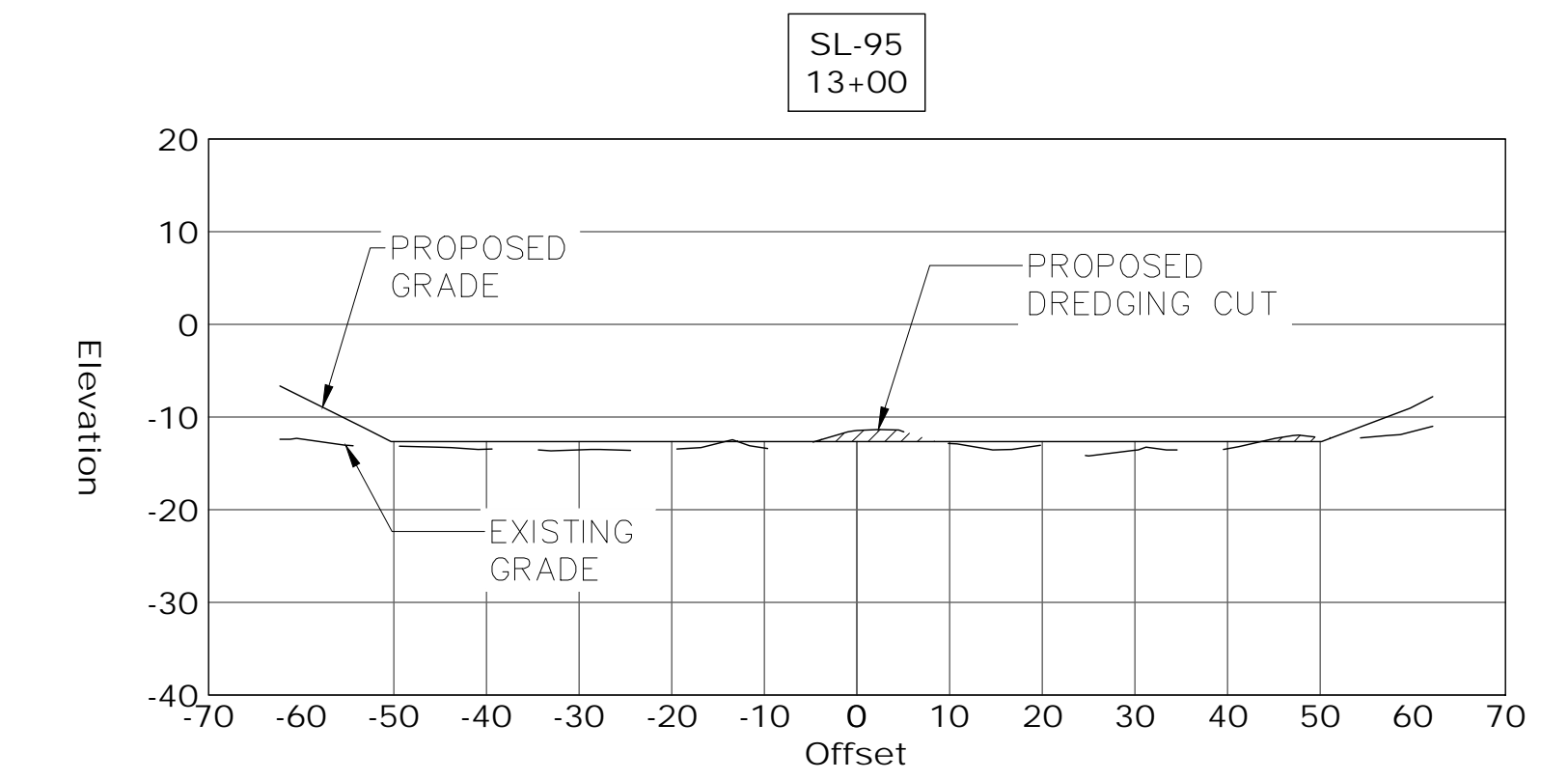
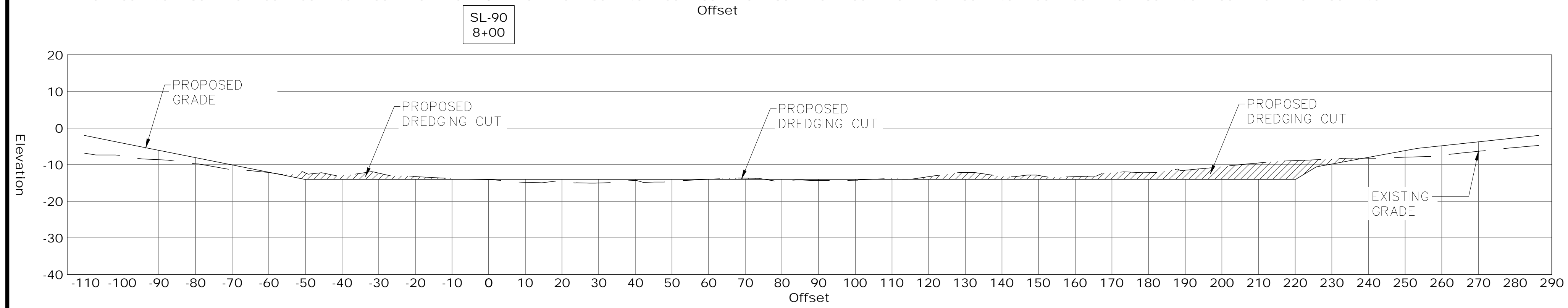
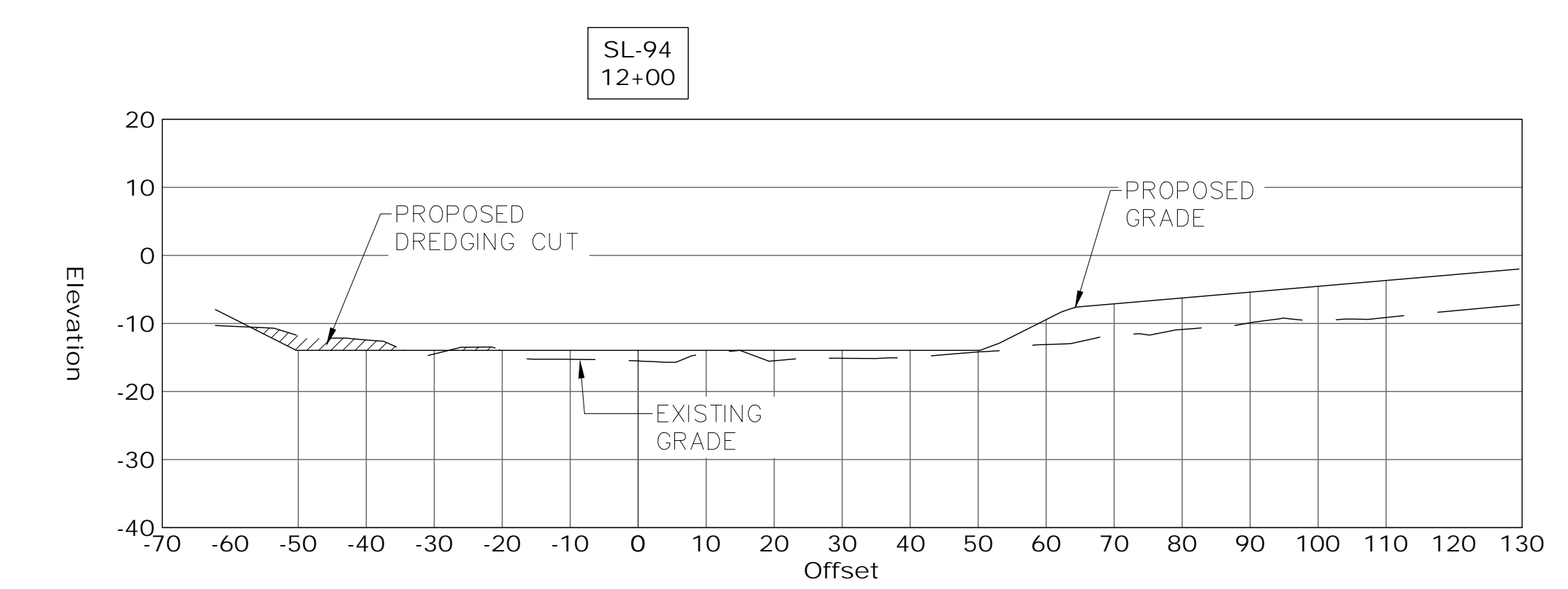
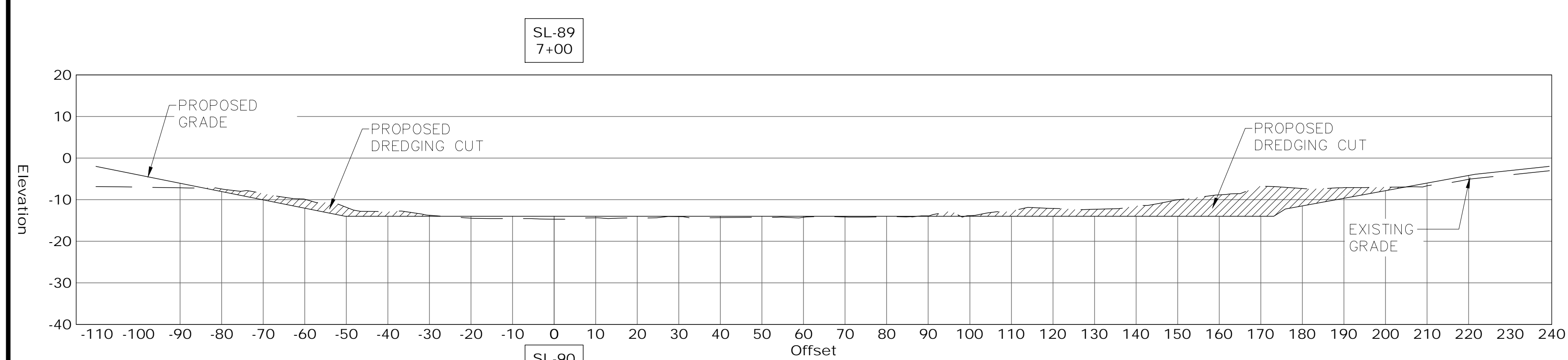
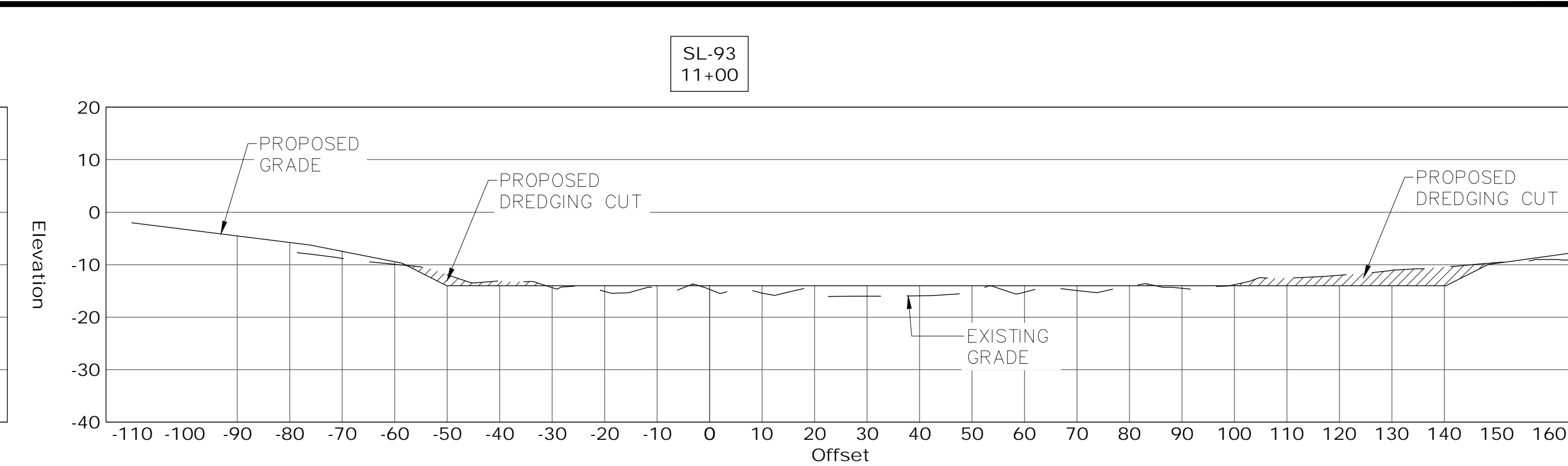
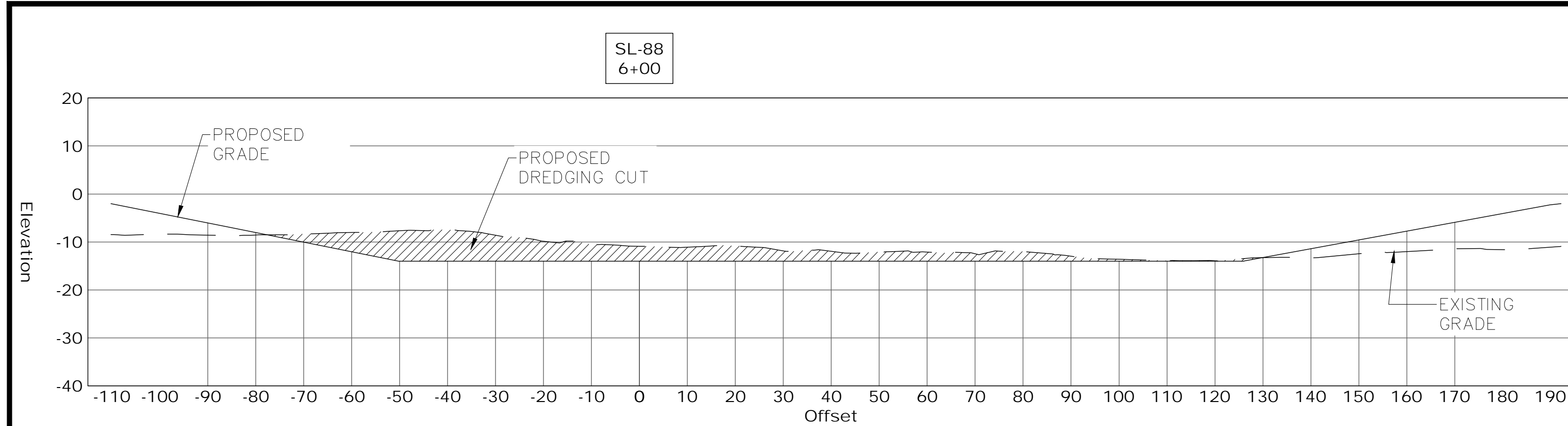


No.	Date	Revision
1	12/1/2025	ADDENDUM # 1

Designed: B.OSBORN  
Drawn: T.NEWMAN  
Checked: B.OSBORN  
Job No.: 1025.001  
Date: 11/18/2025

**DREDGE SECTIONS**  
**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.



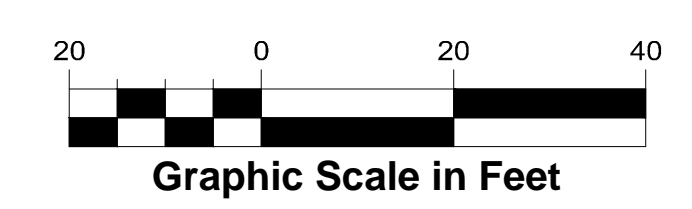
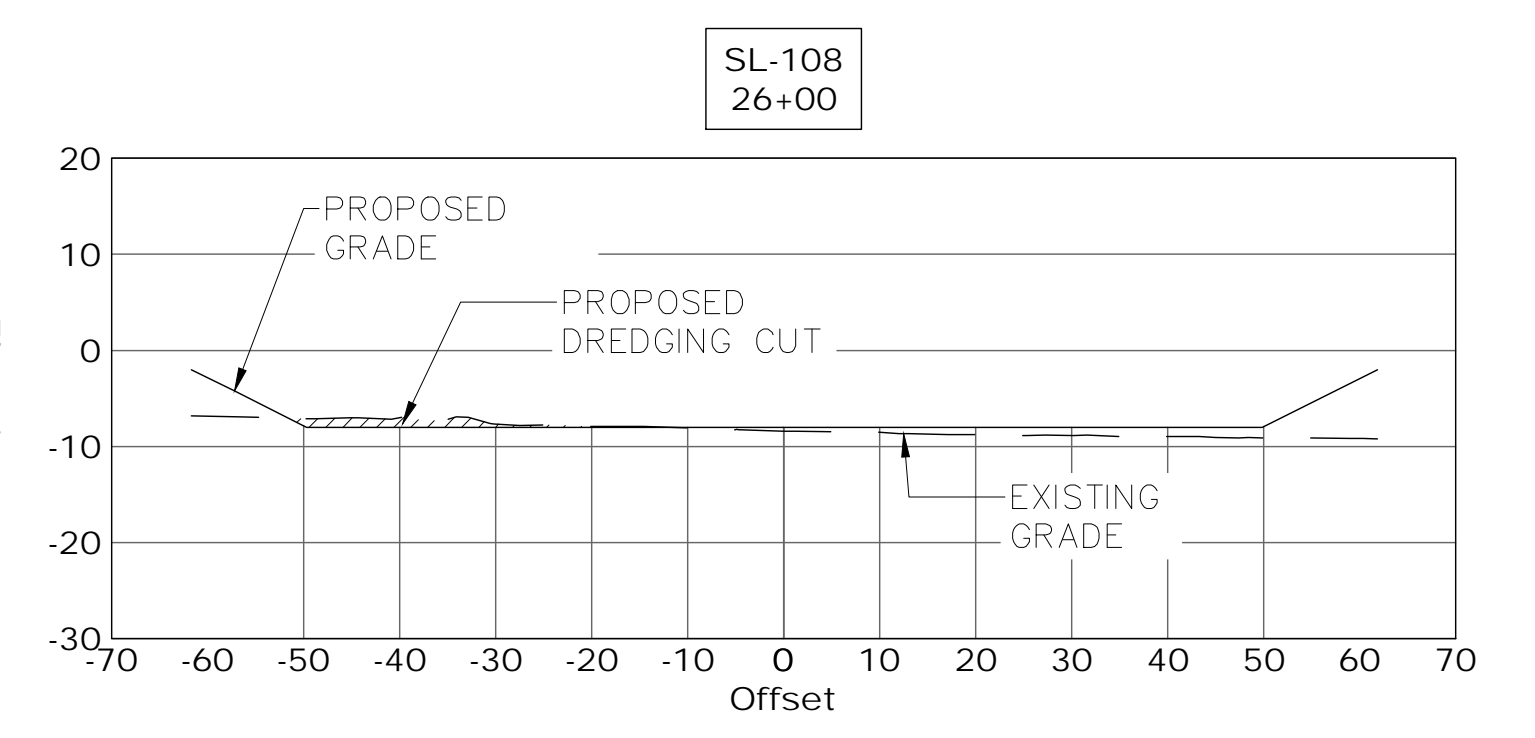
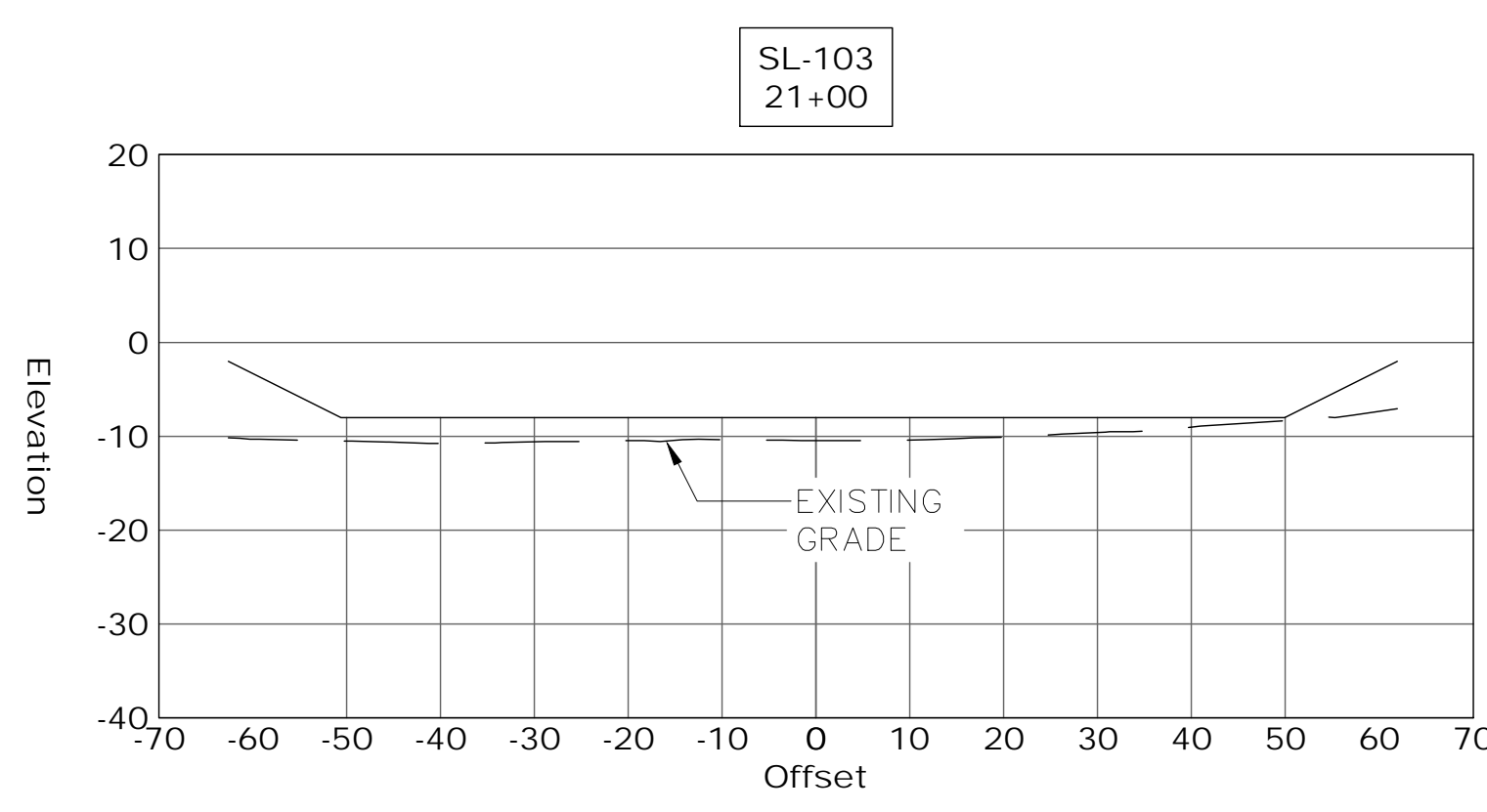
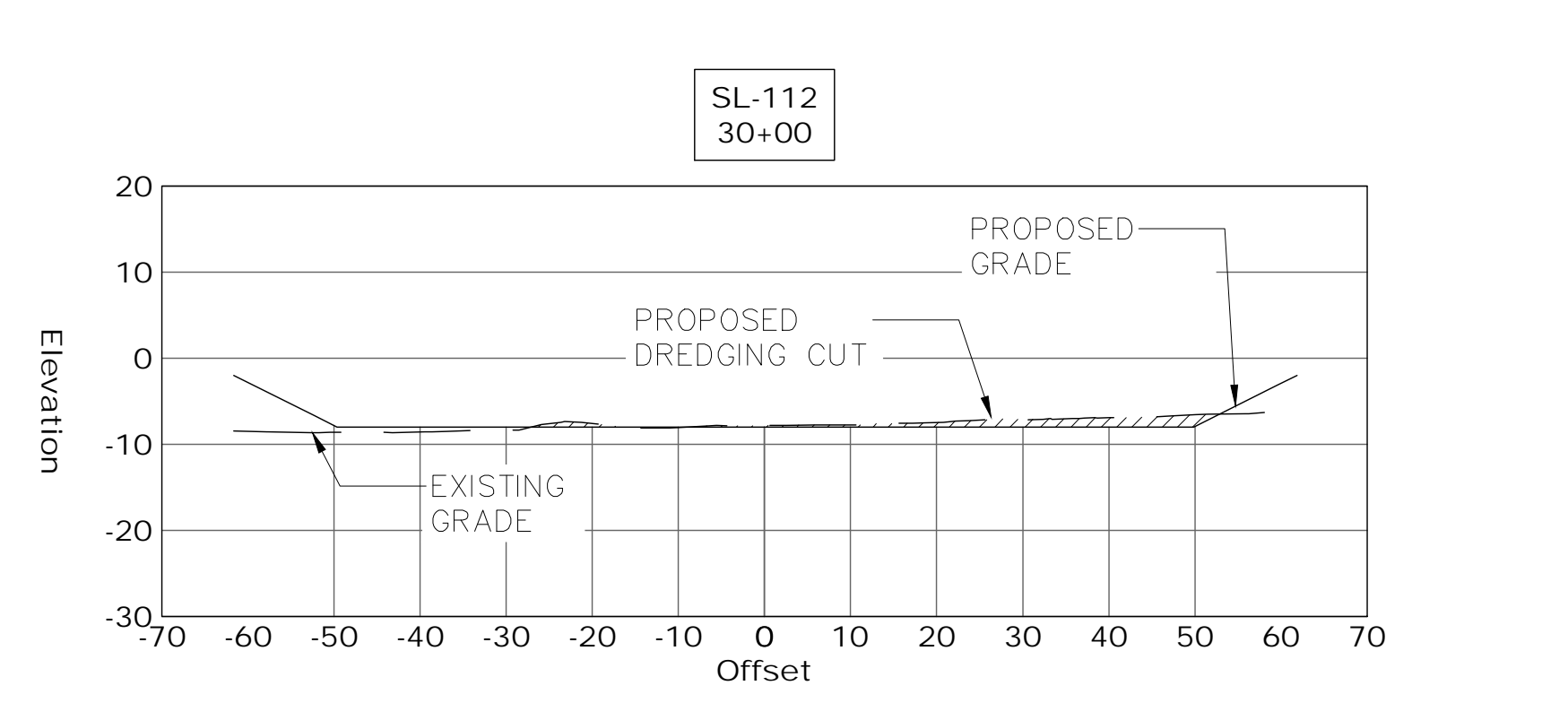
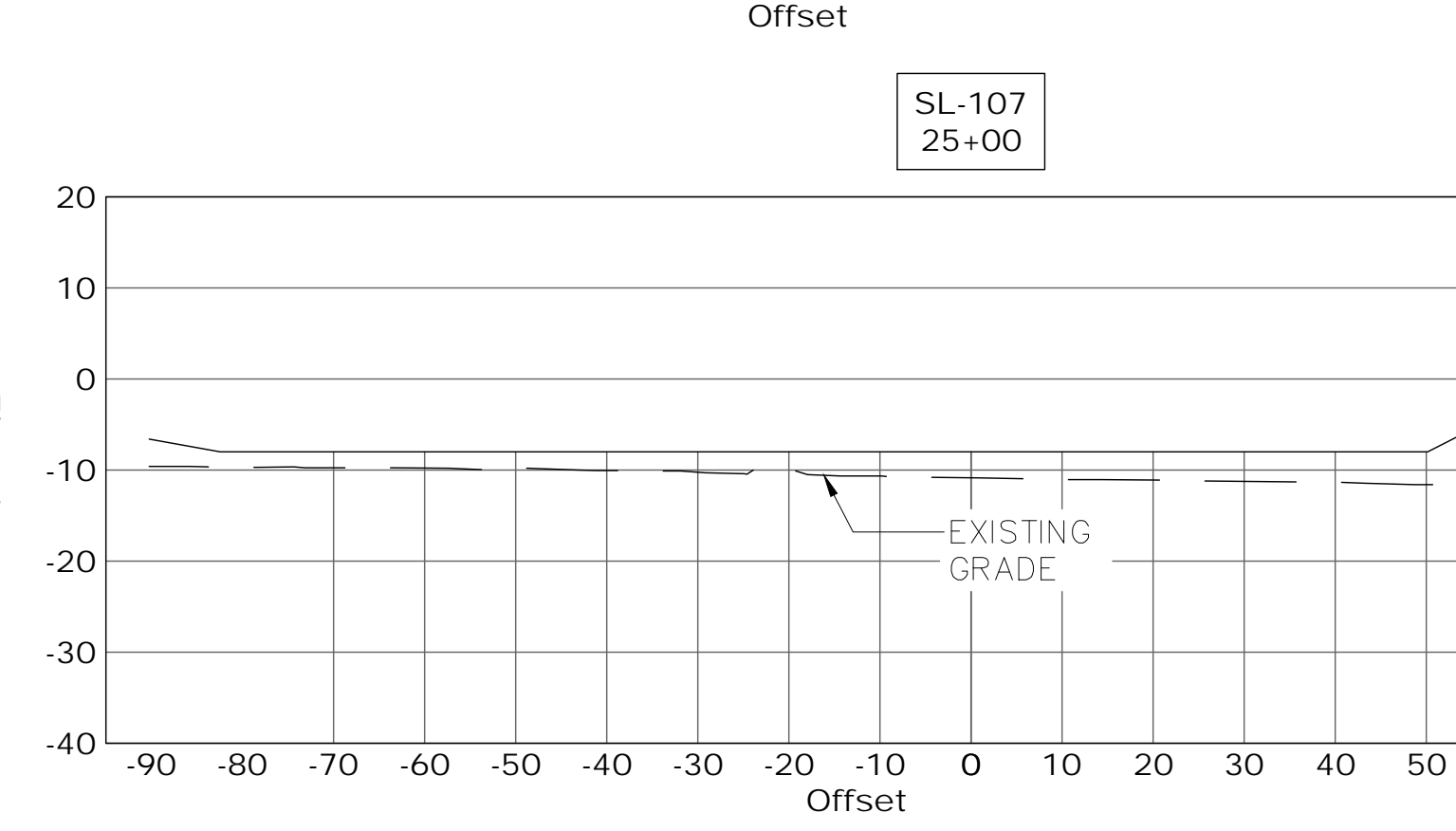
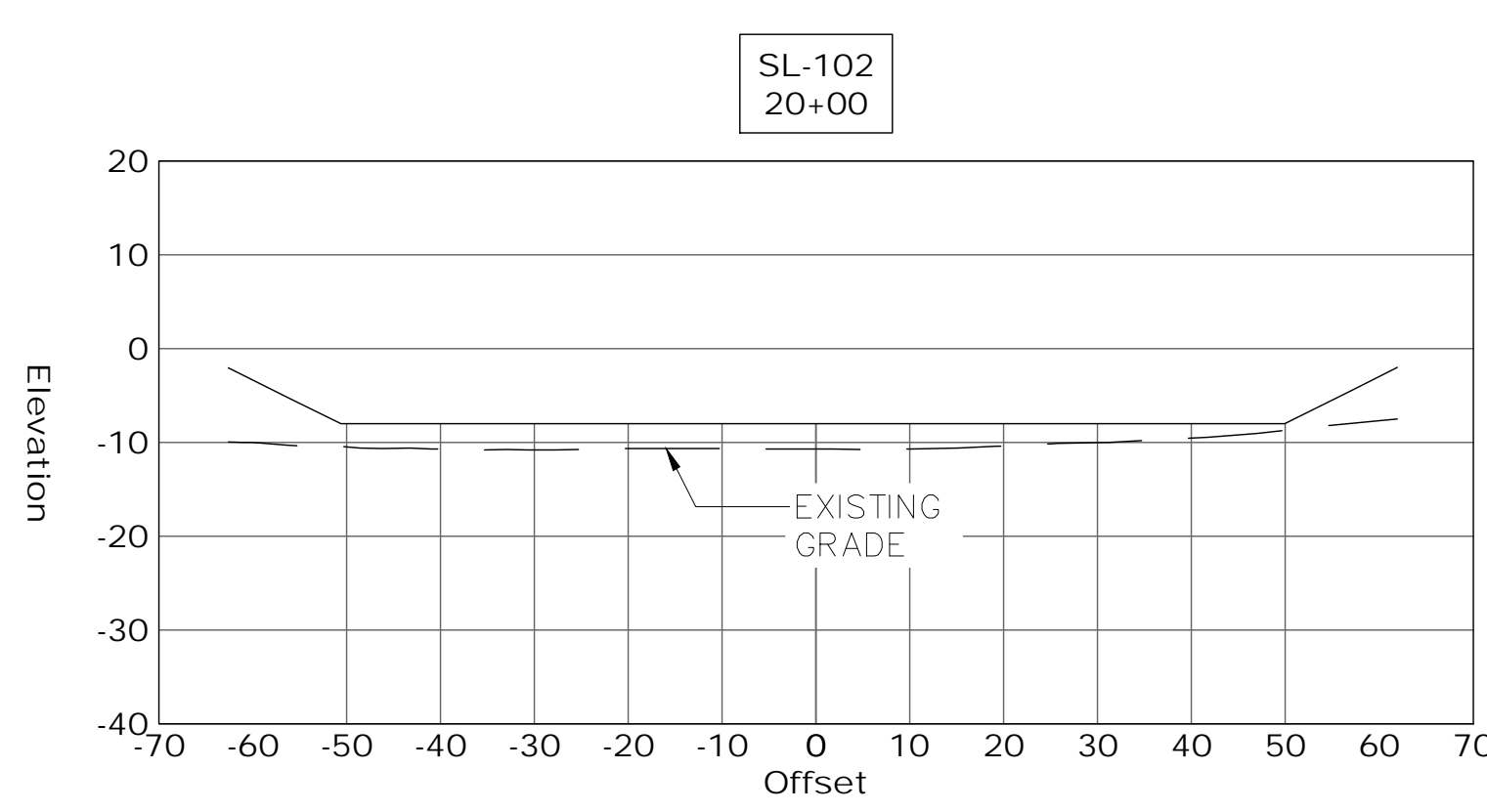
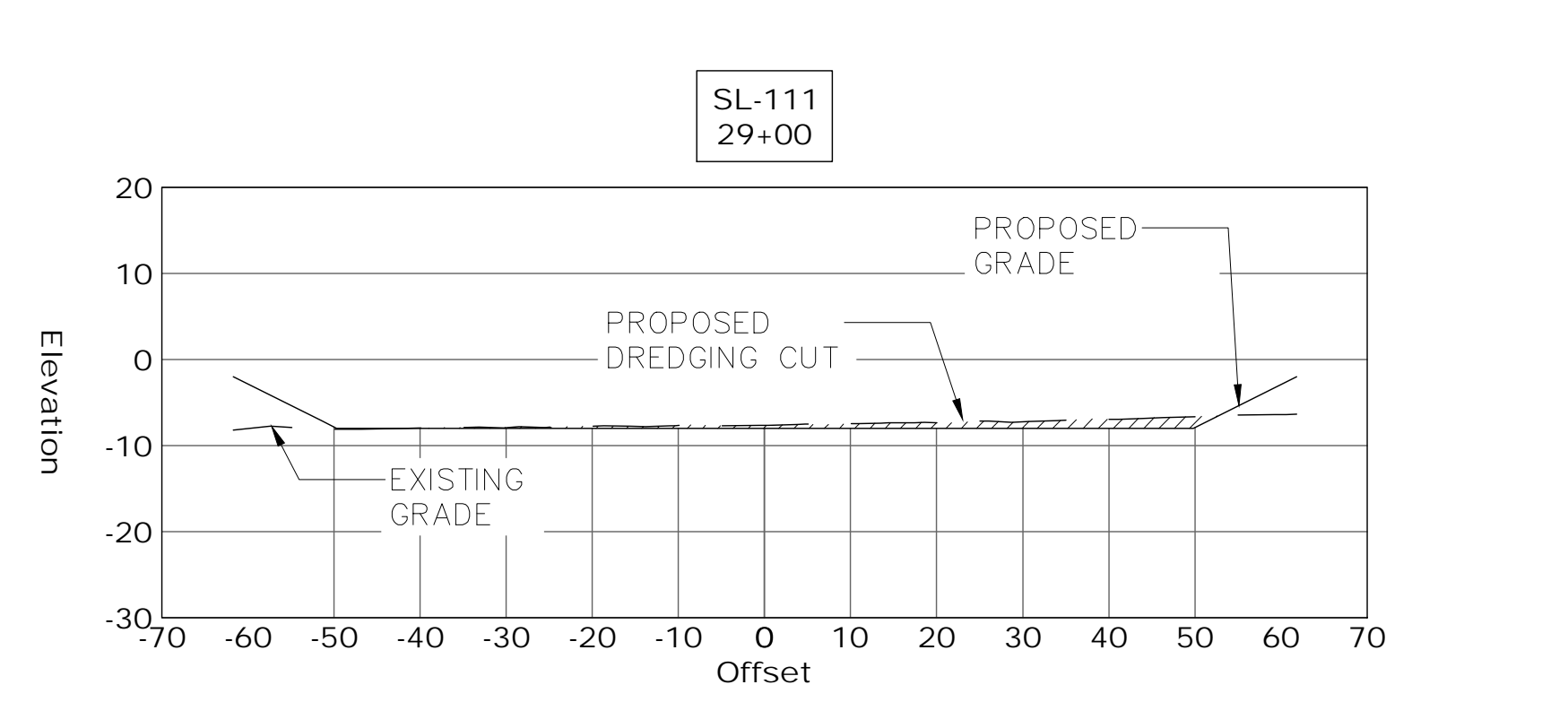
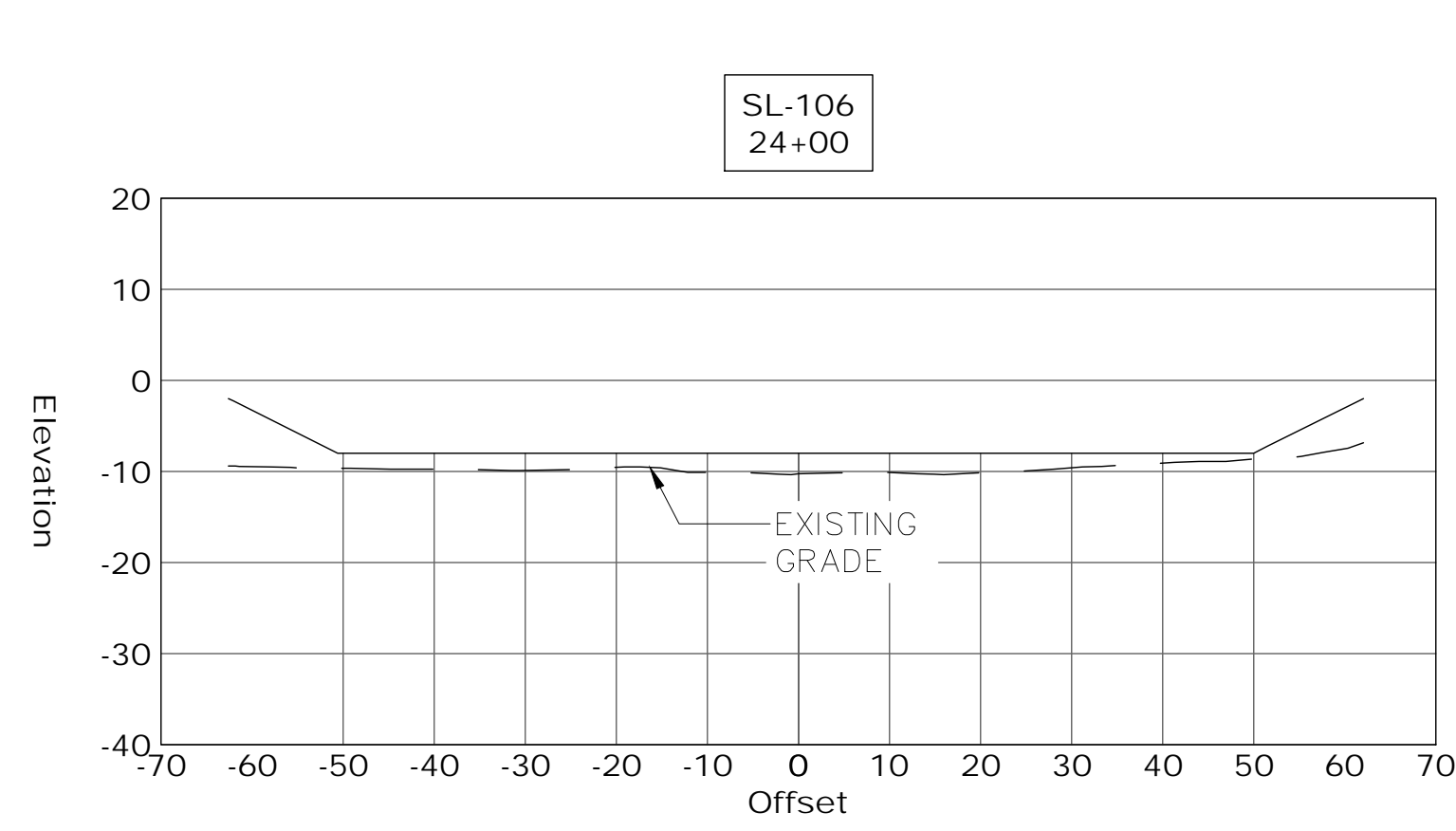
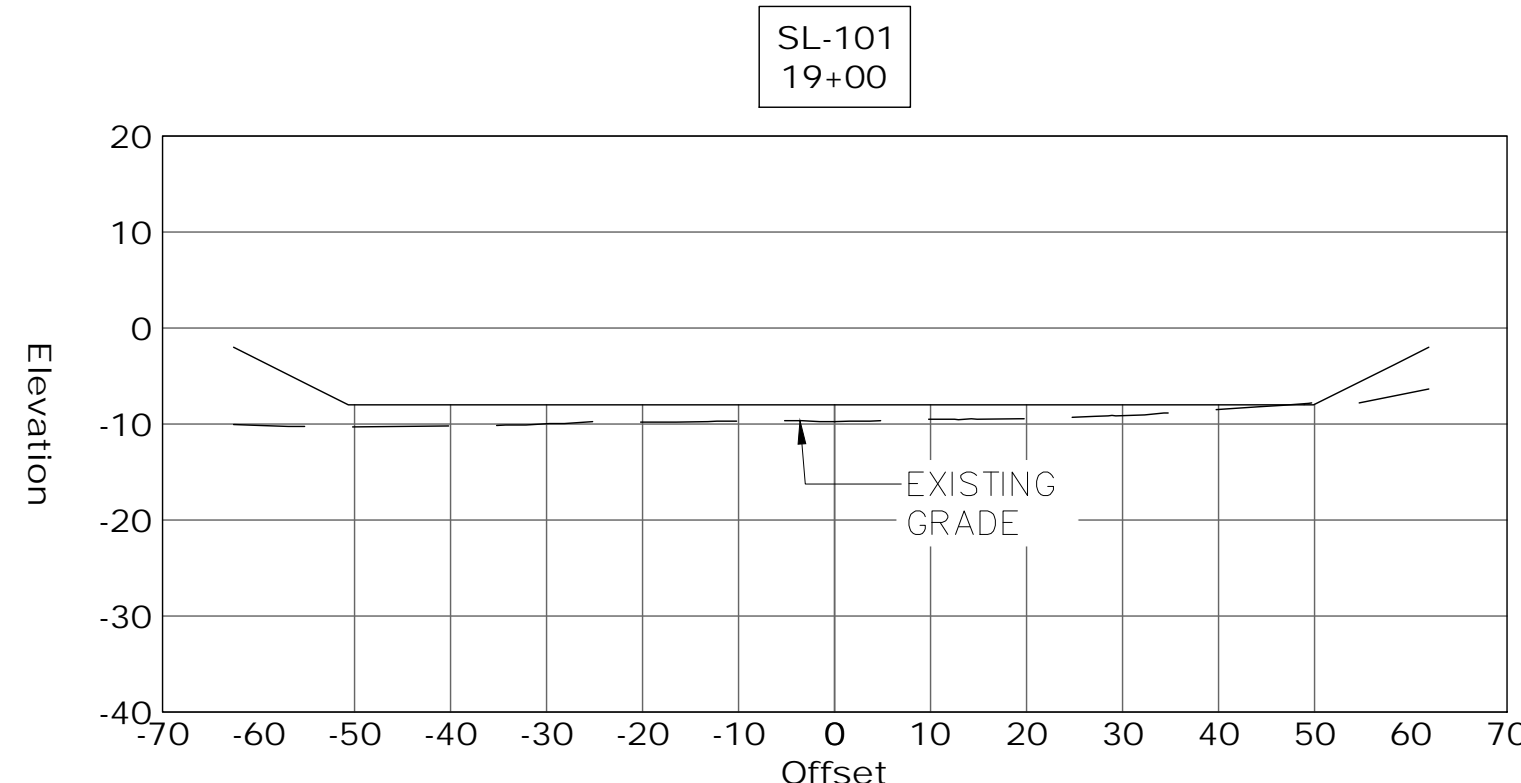
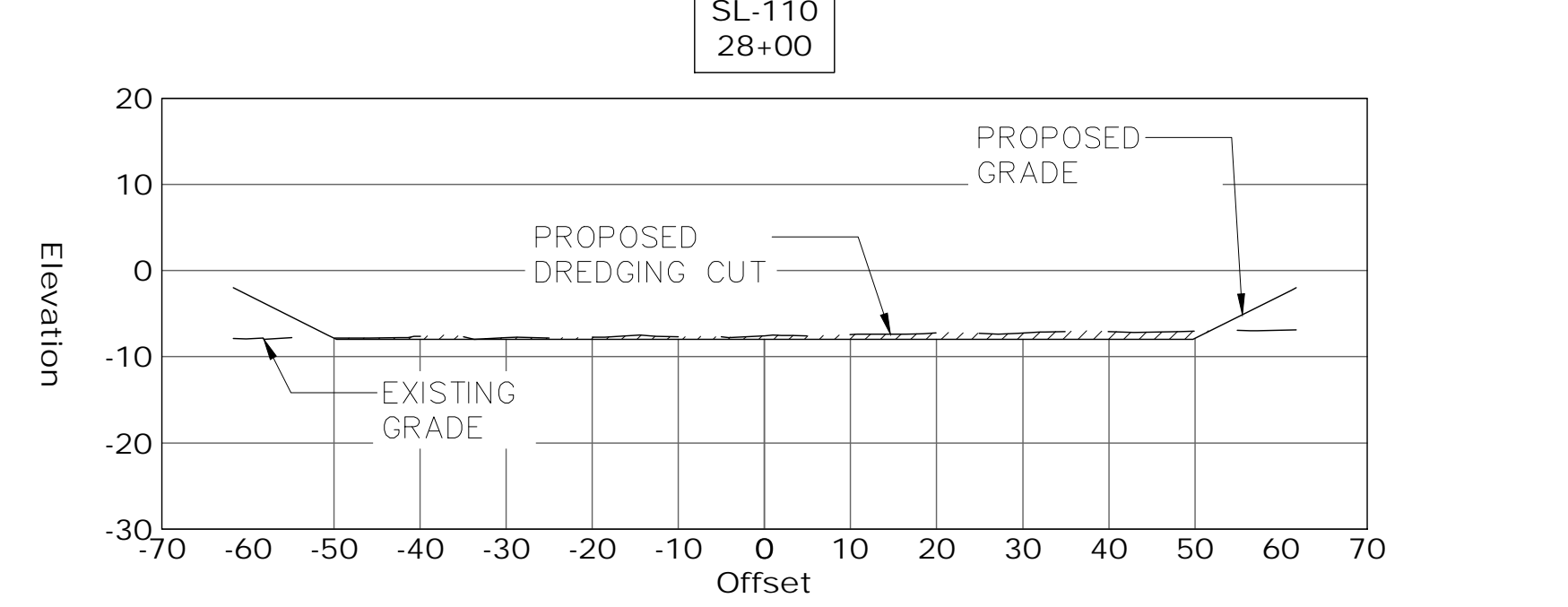
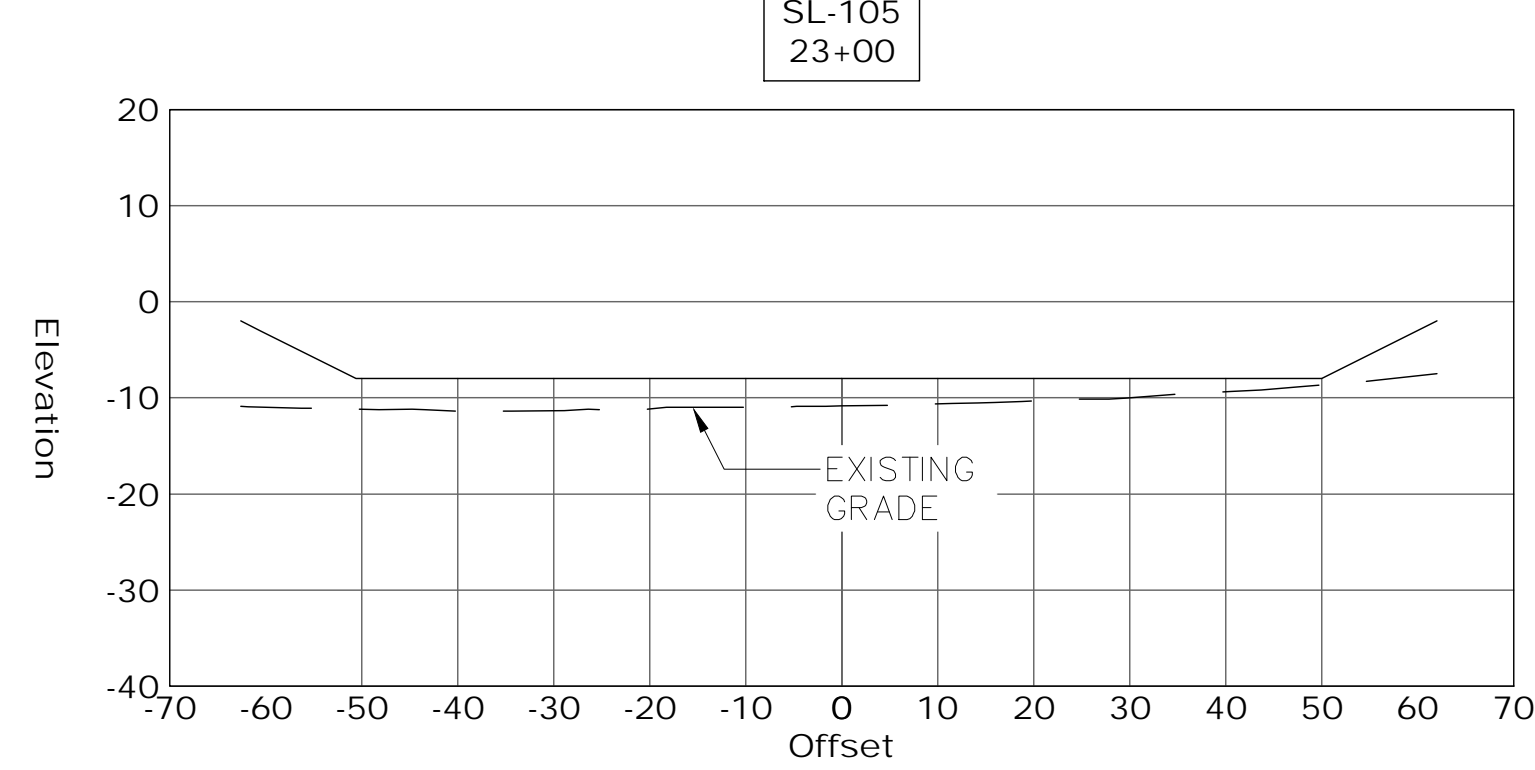
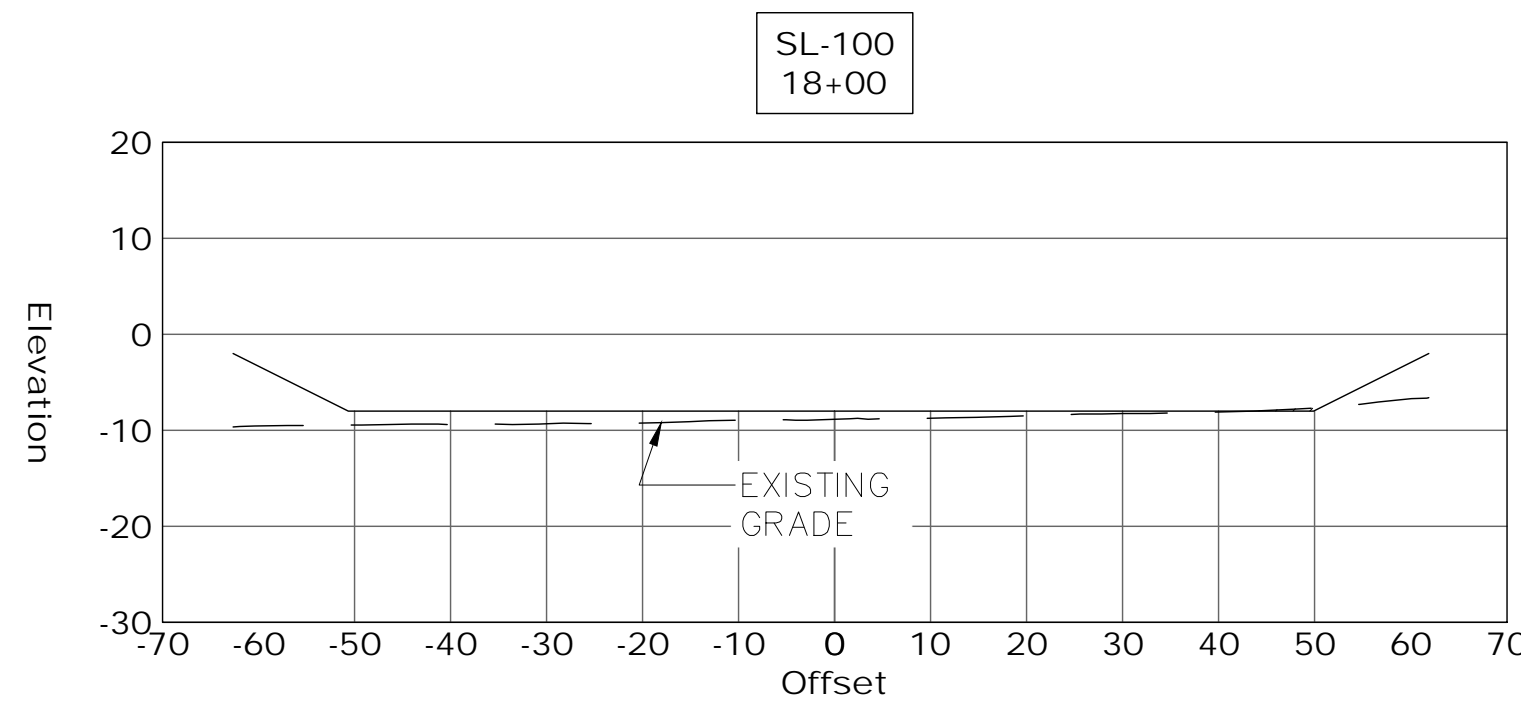
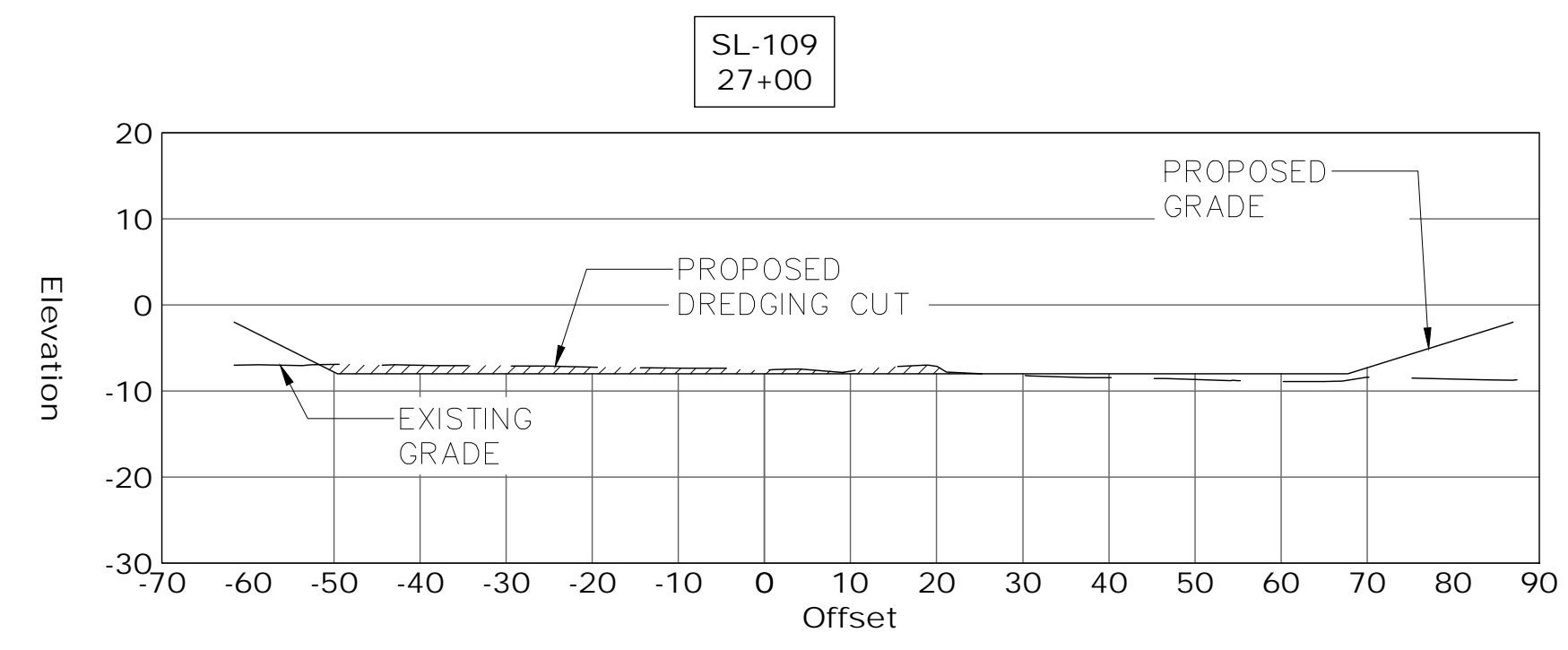
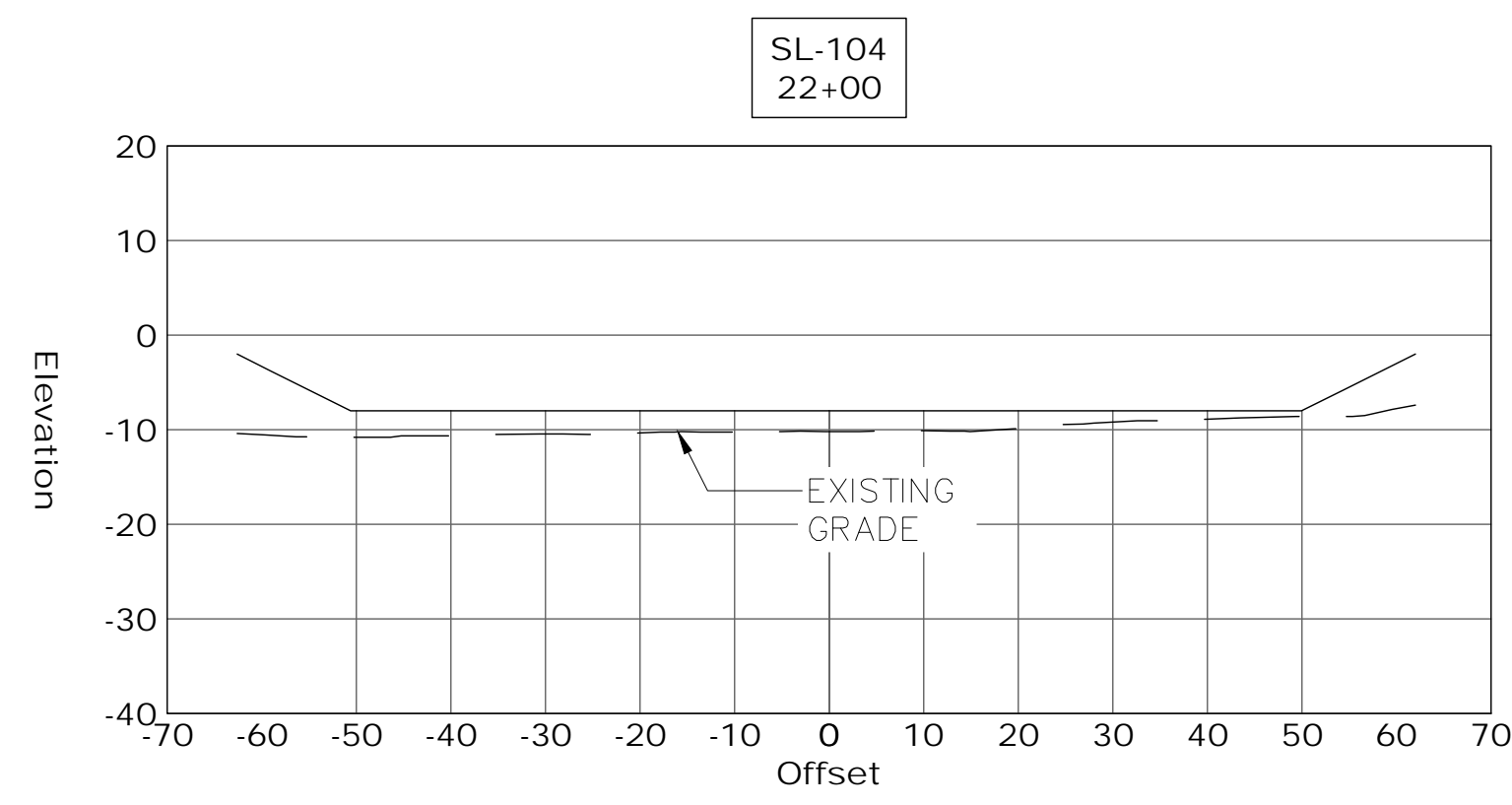
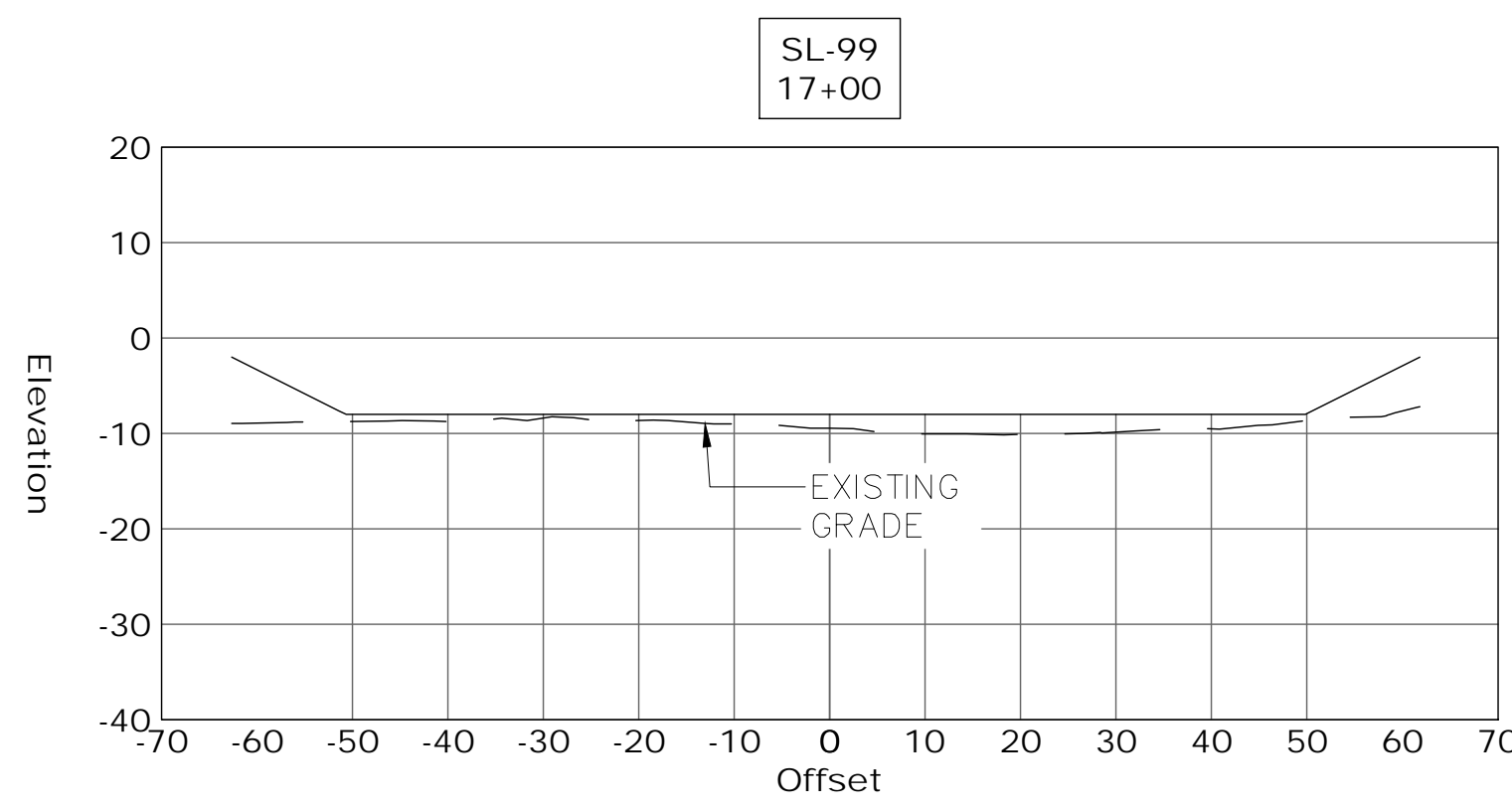
No.	Date	Revision

Designed: B.OSBORN  
Drawn: T.NEWMAN  
Checked: B.OSBORN  
Job No.: 1025.001  
Date: 11/18/2025

**DREDGE SECTIONS**  
**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

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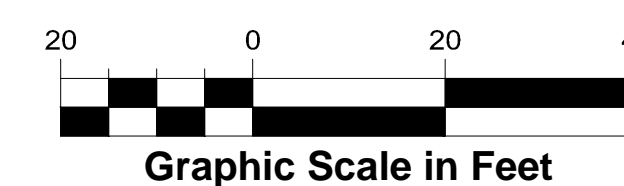
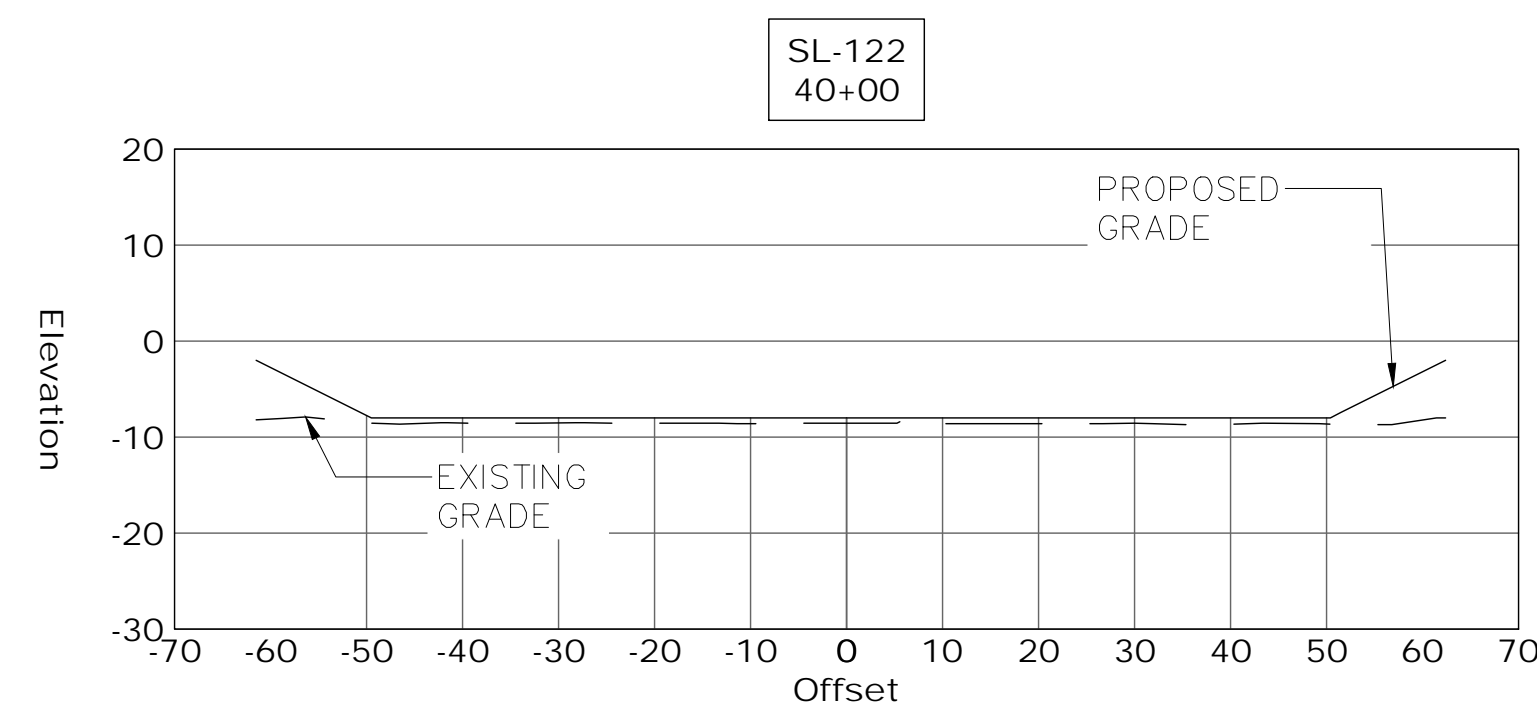
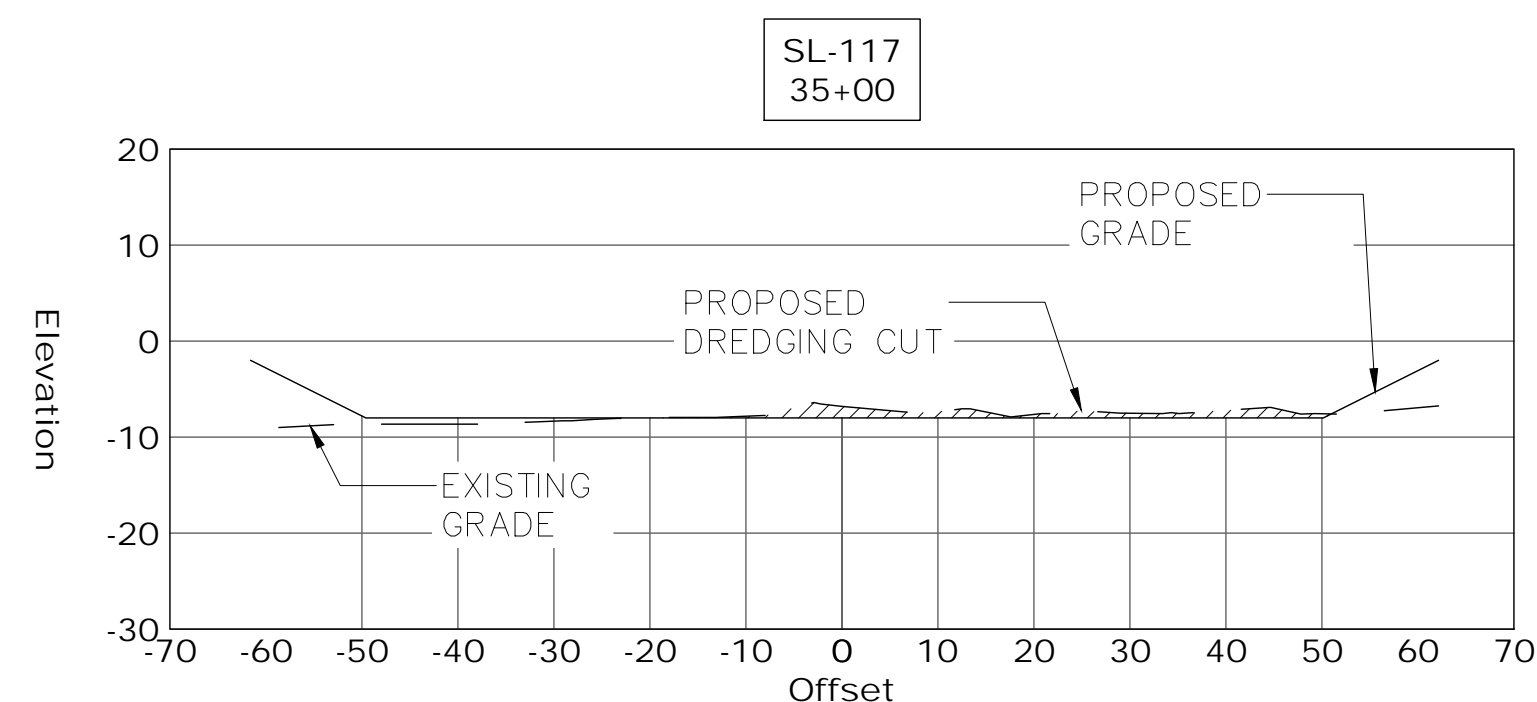
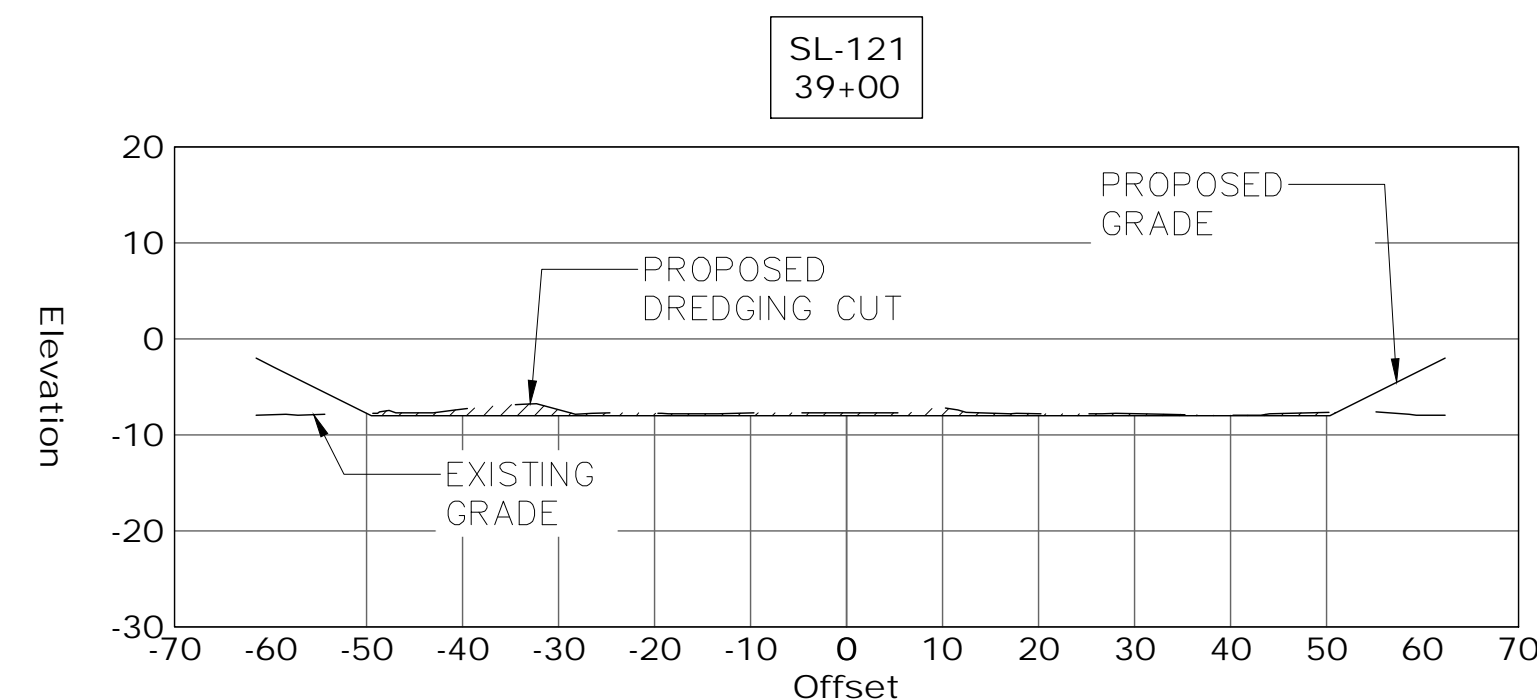
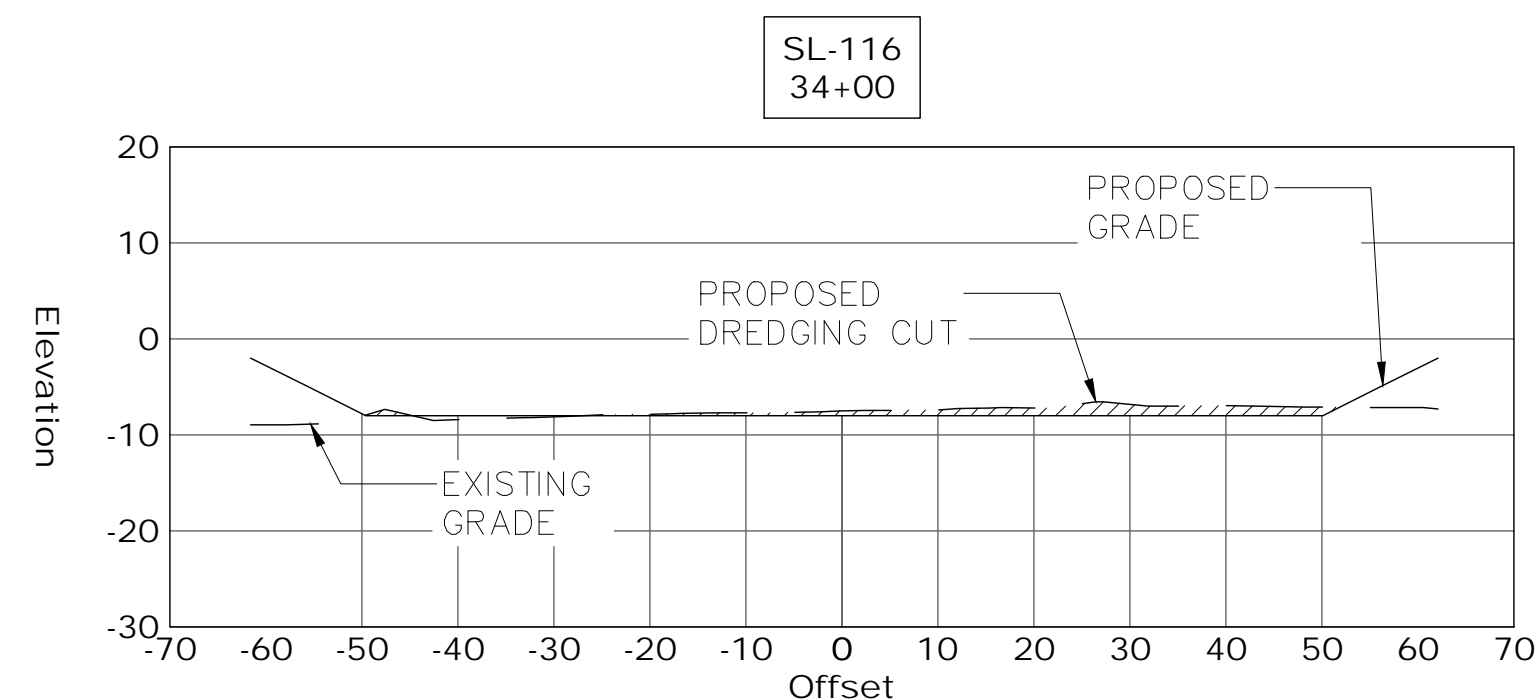
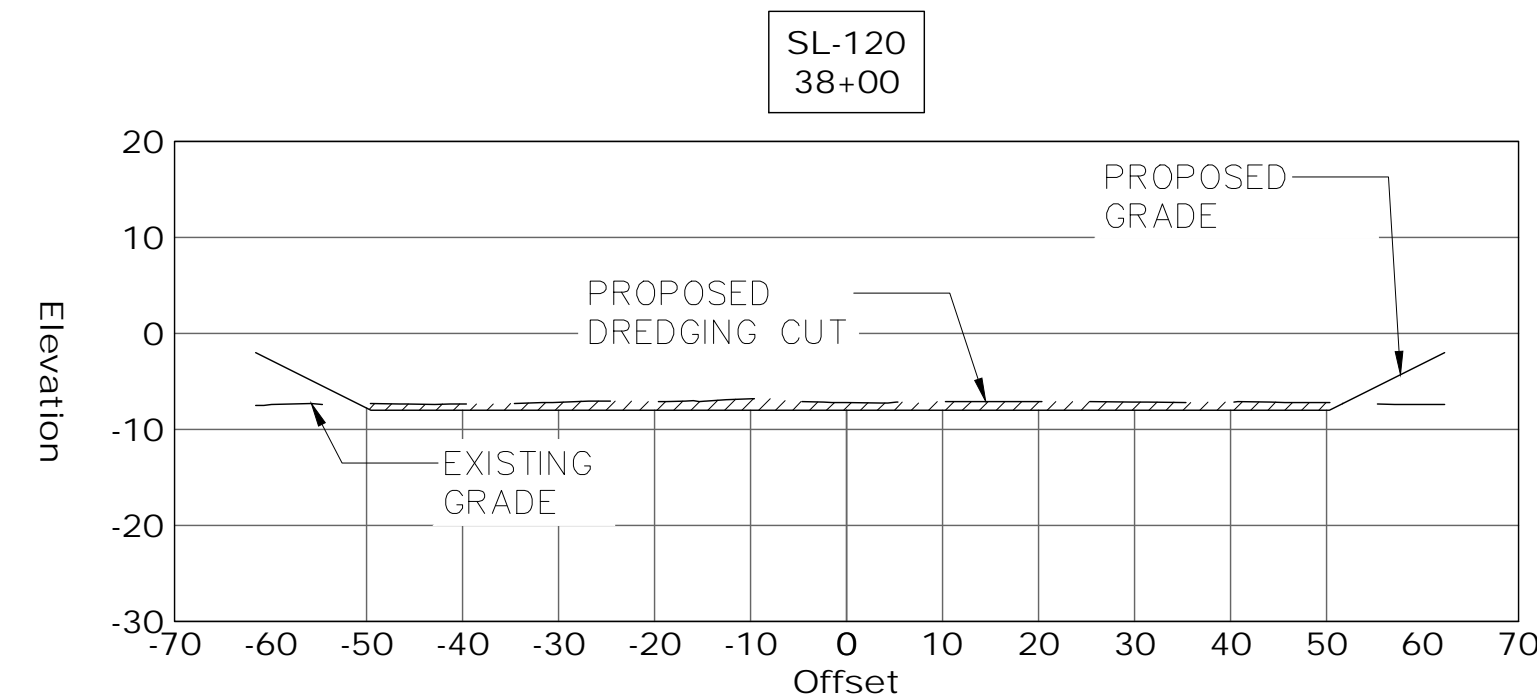
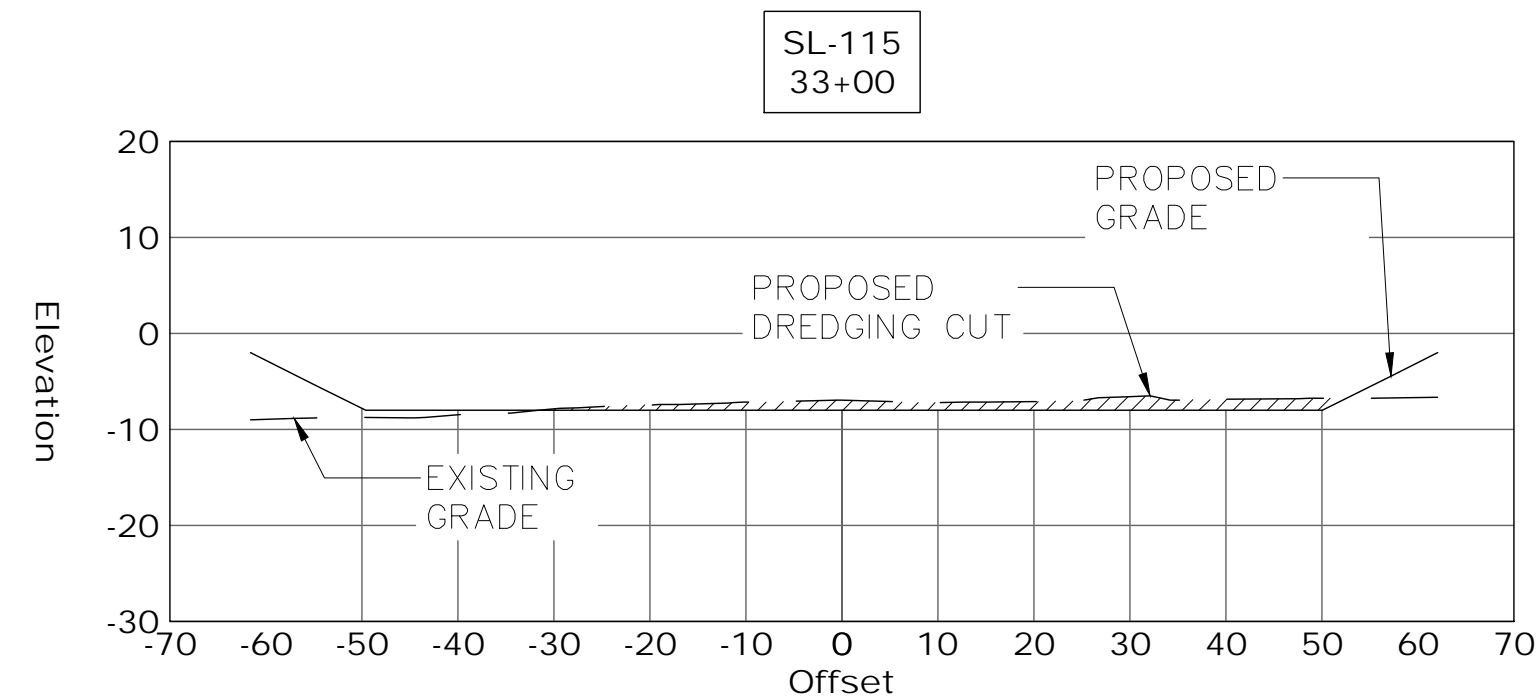
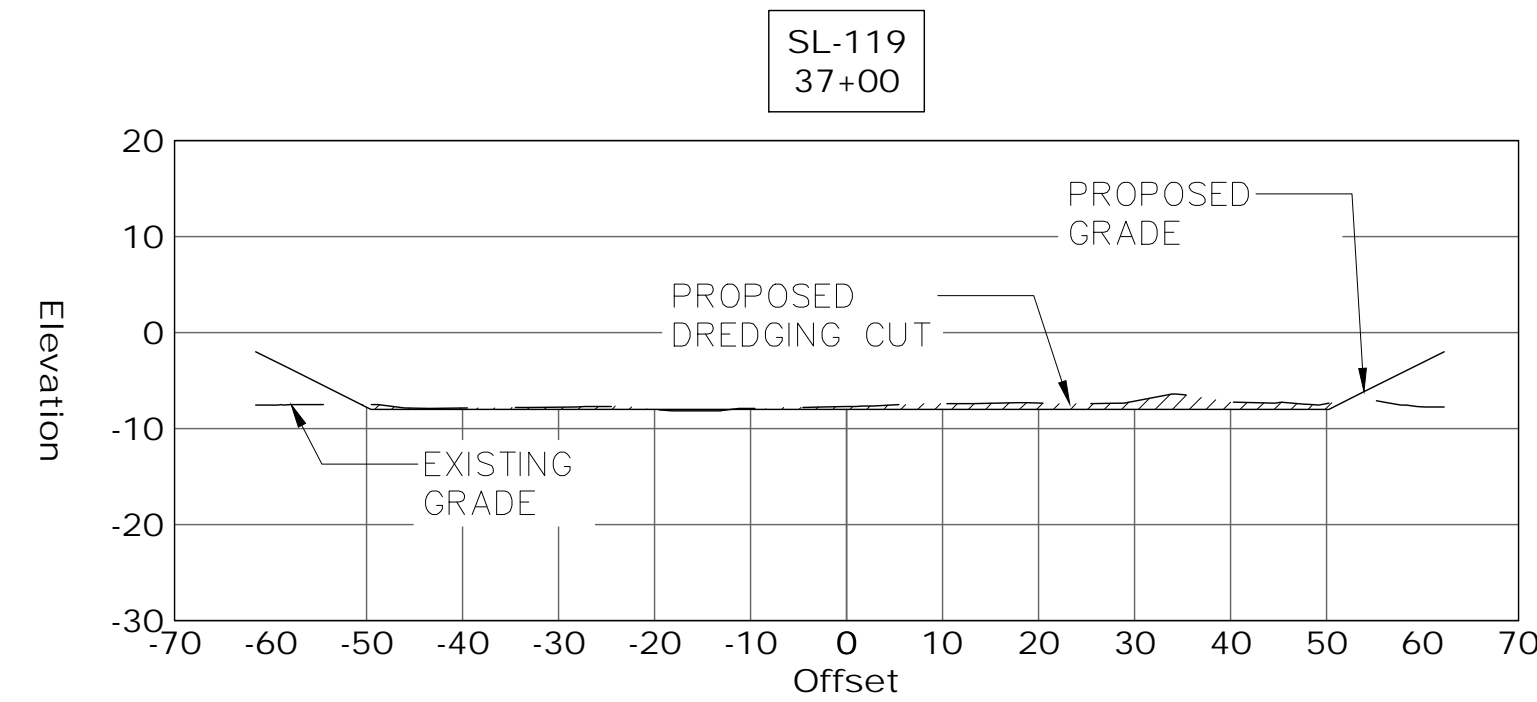
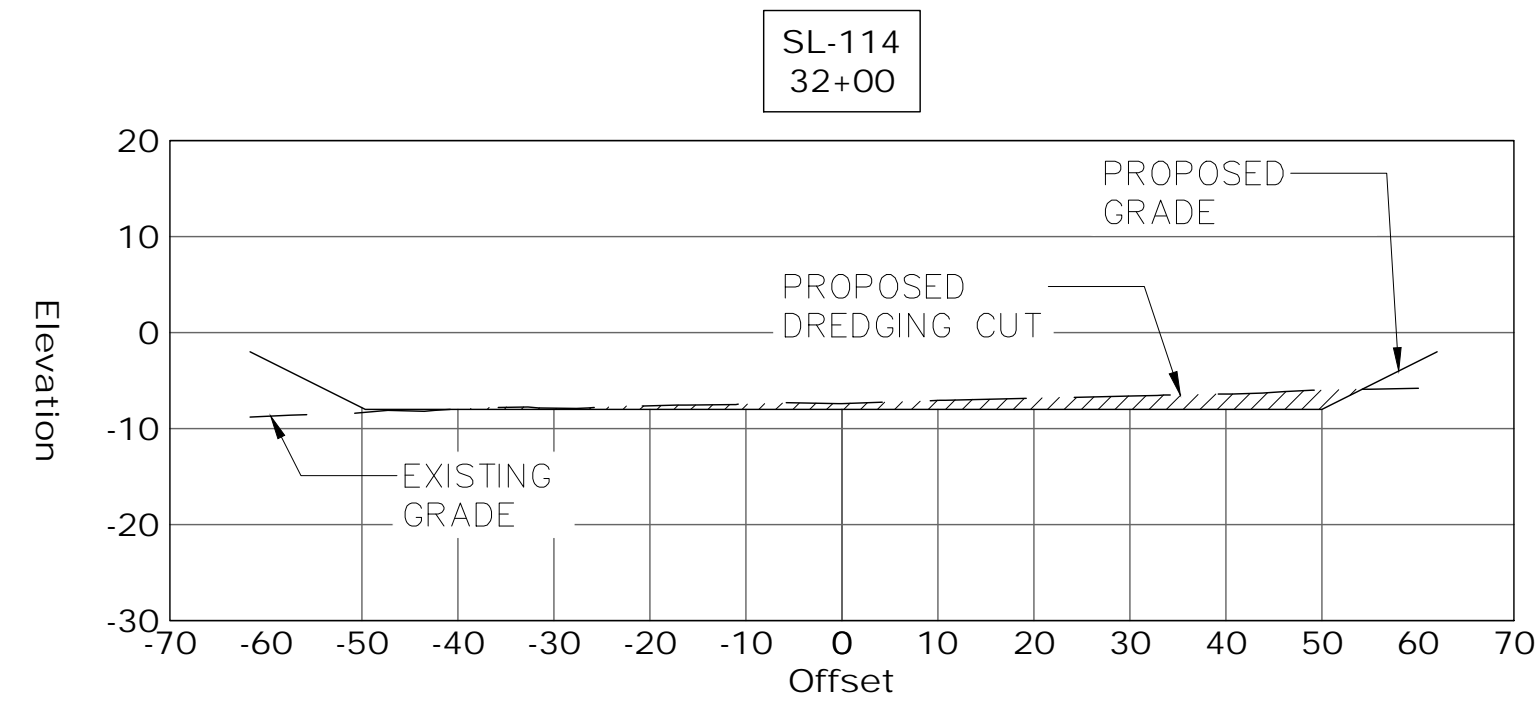
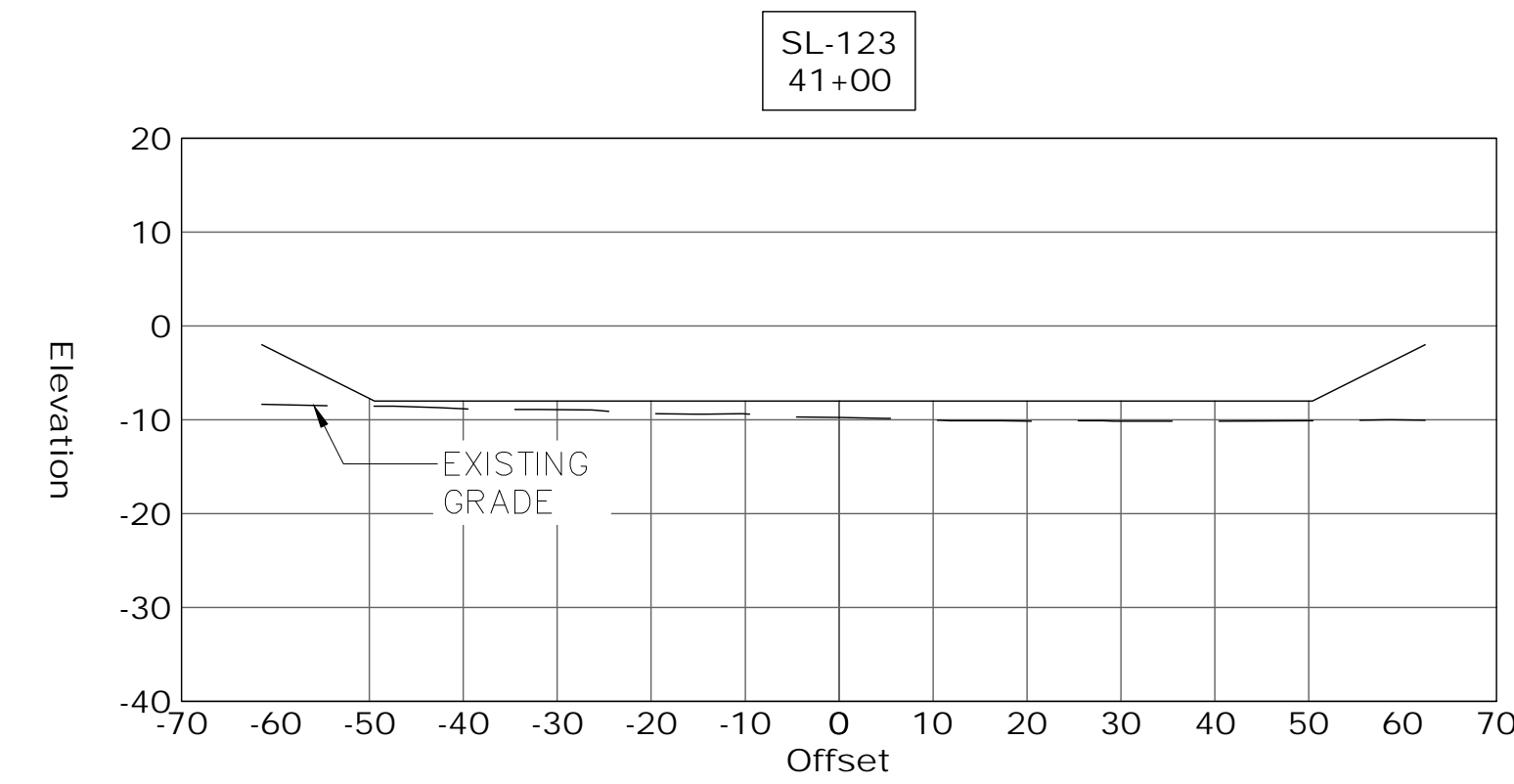
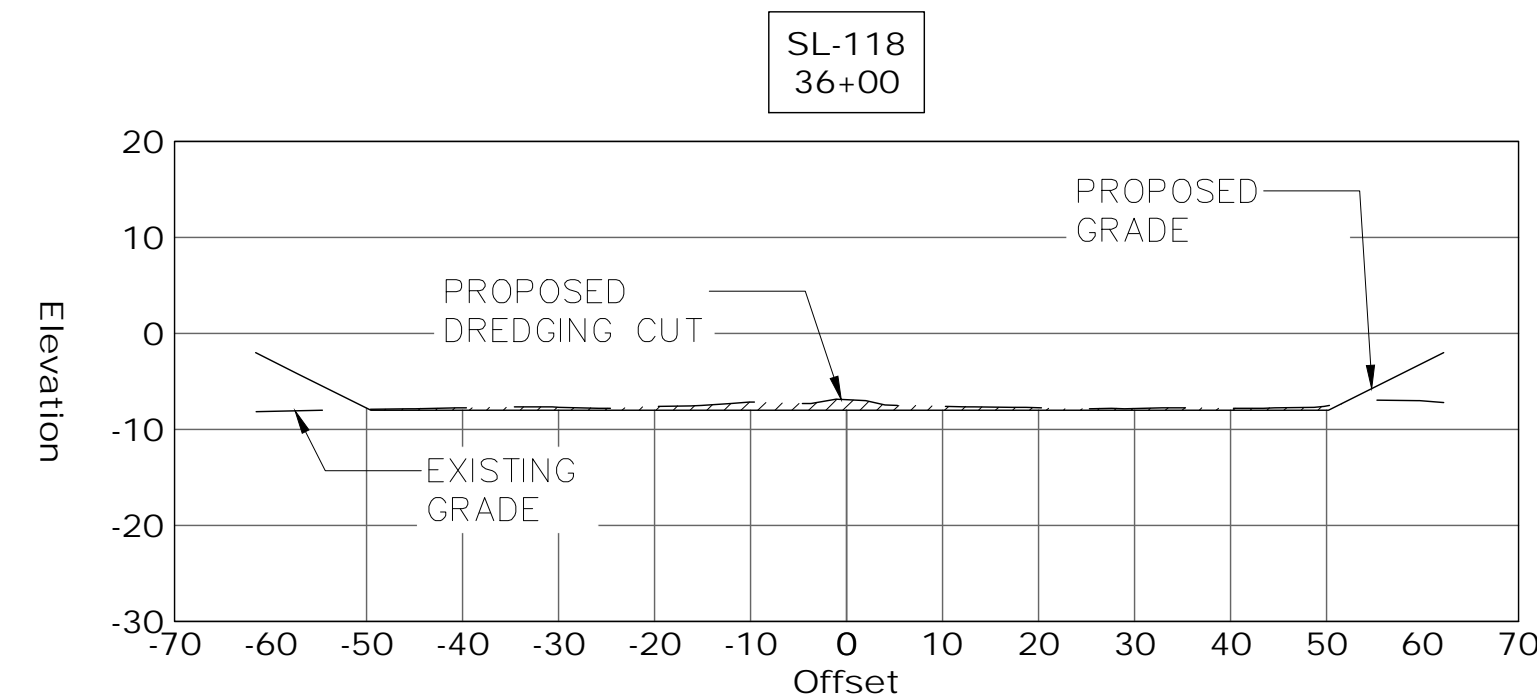
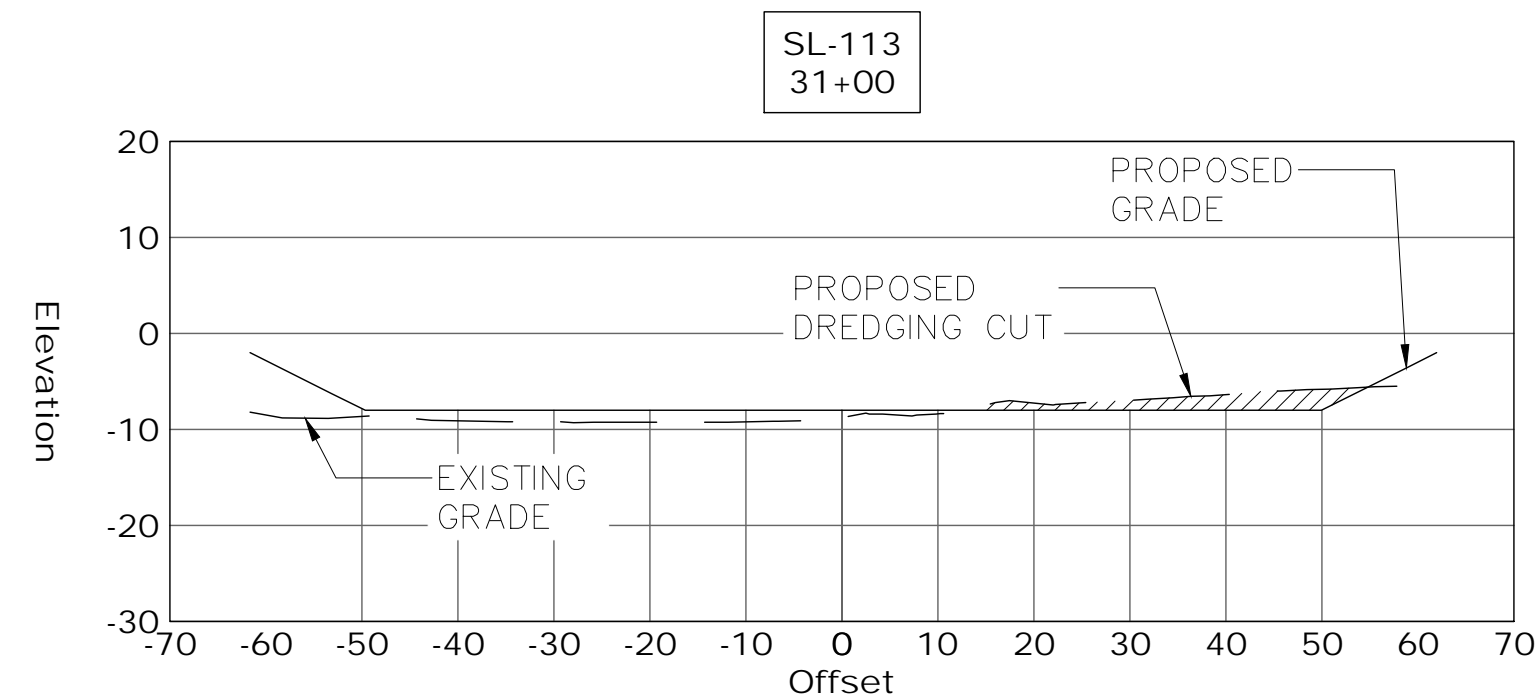
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**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

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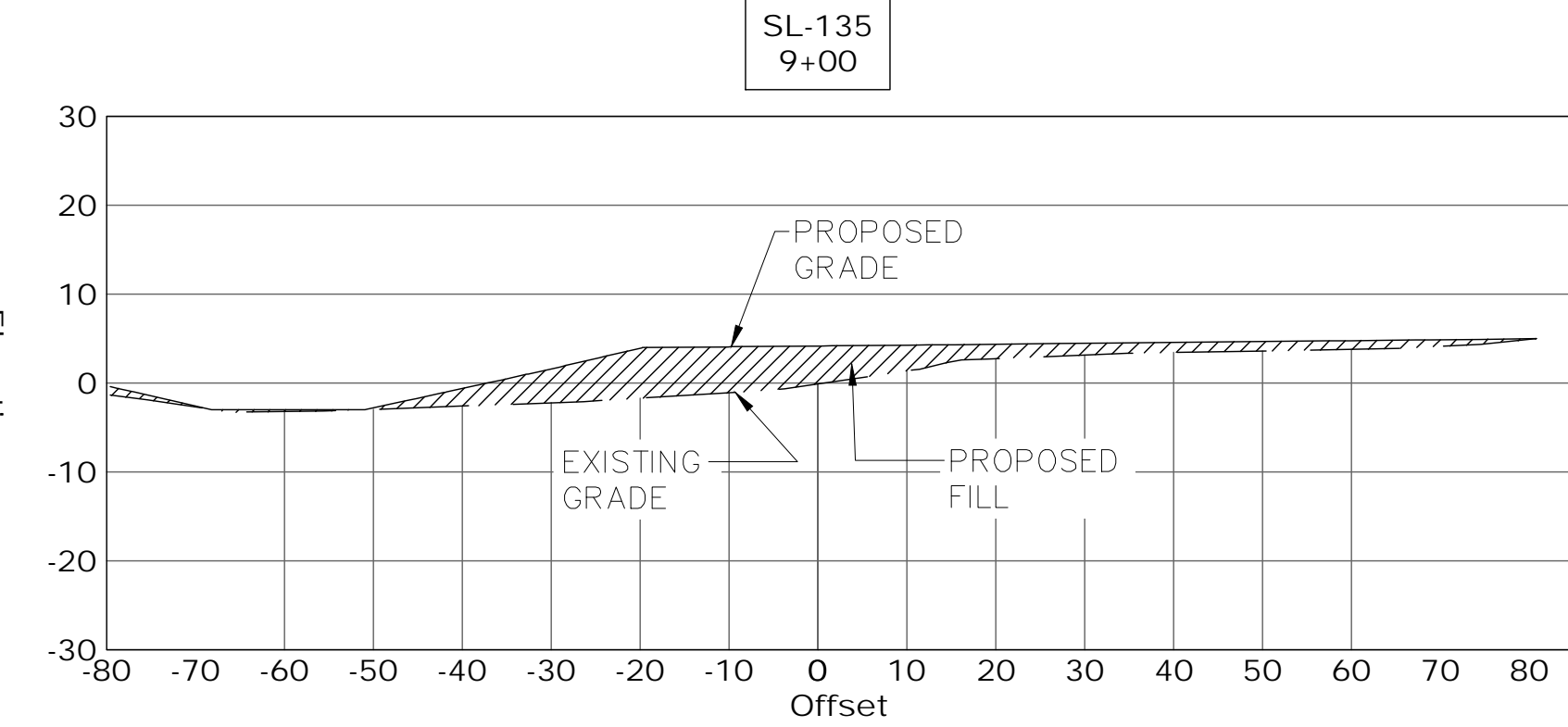
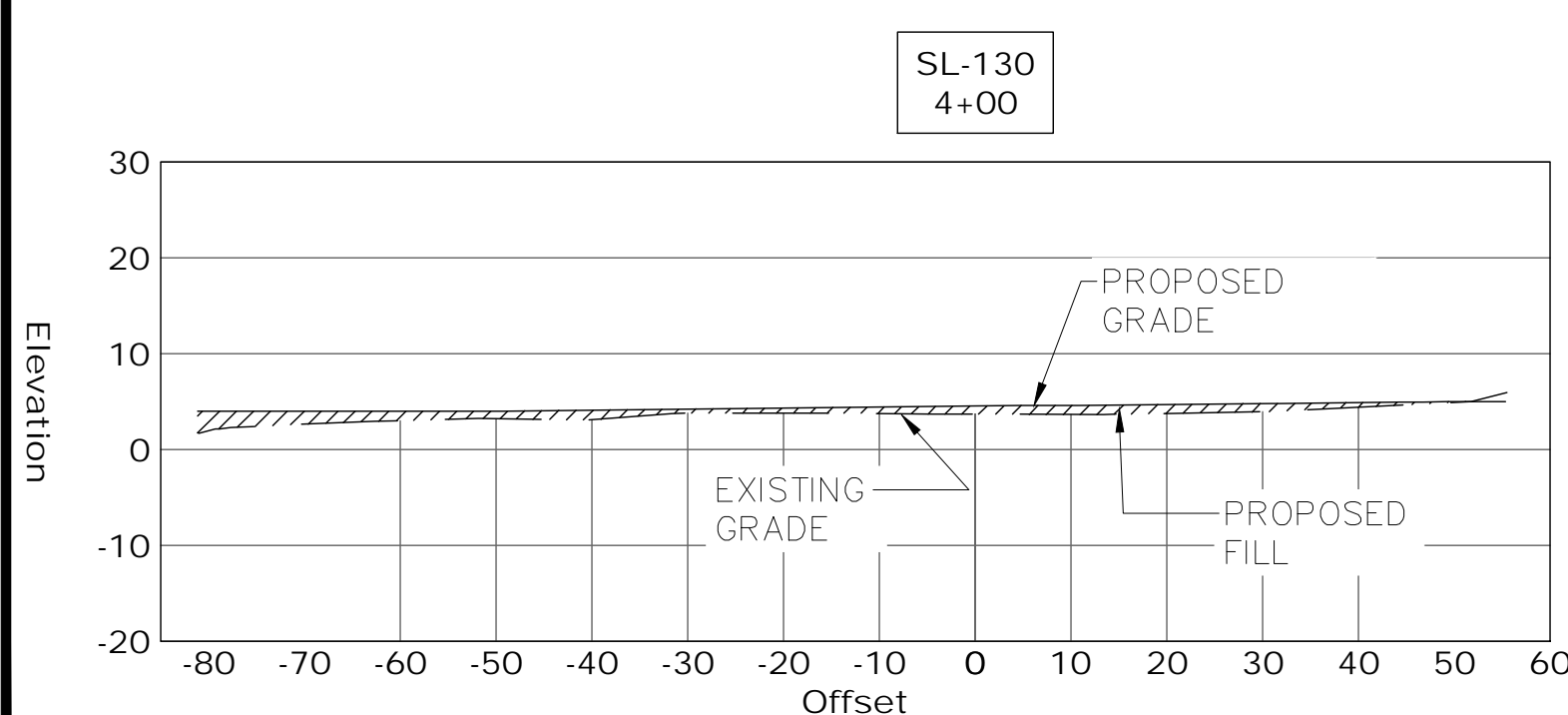
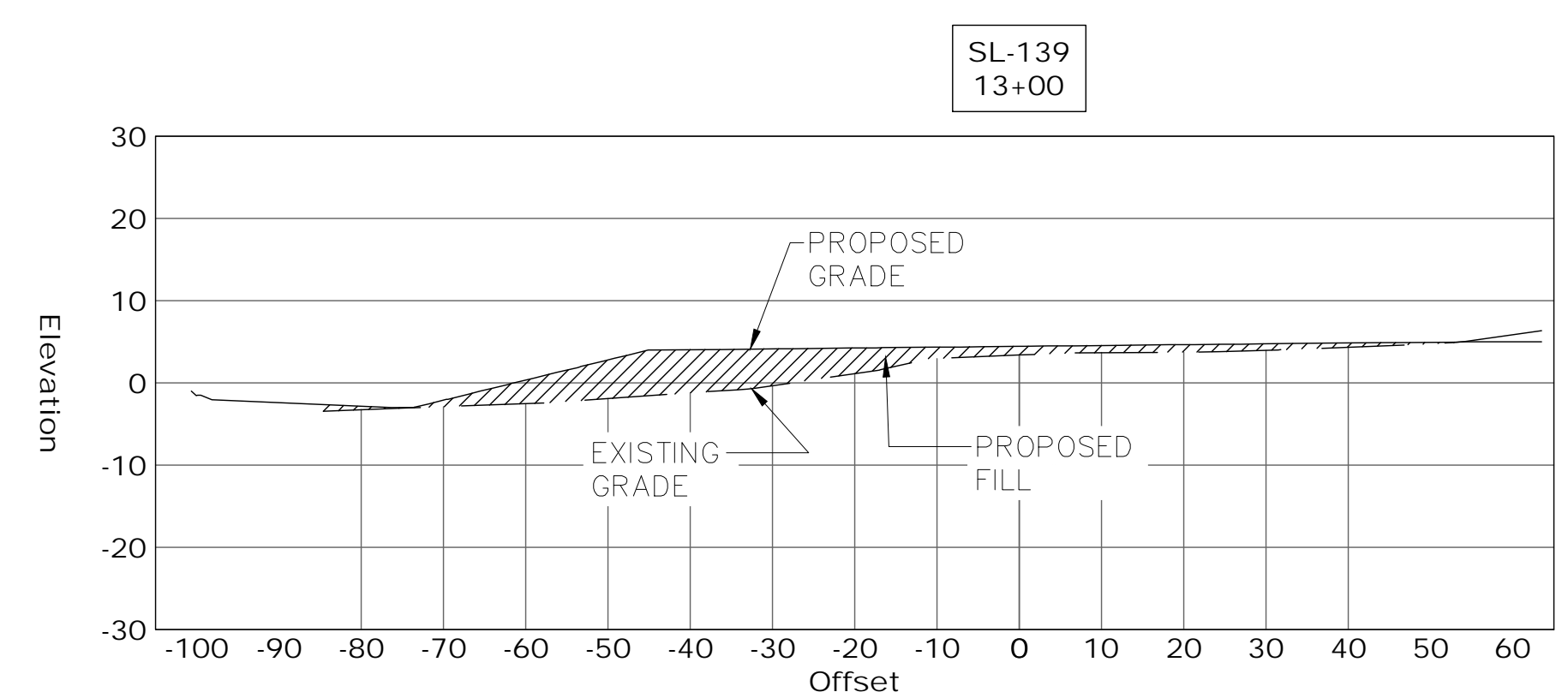
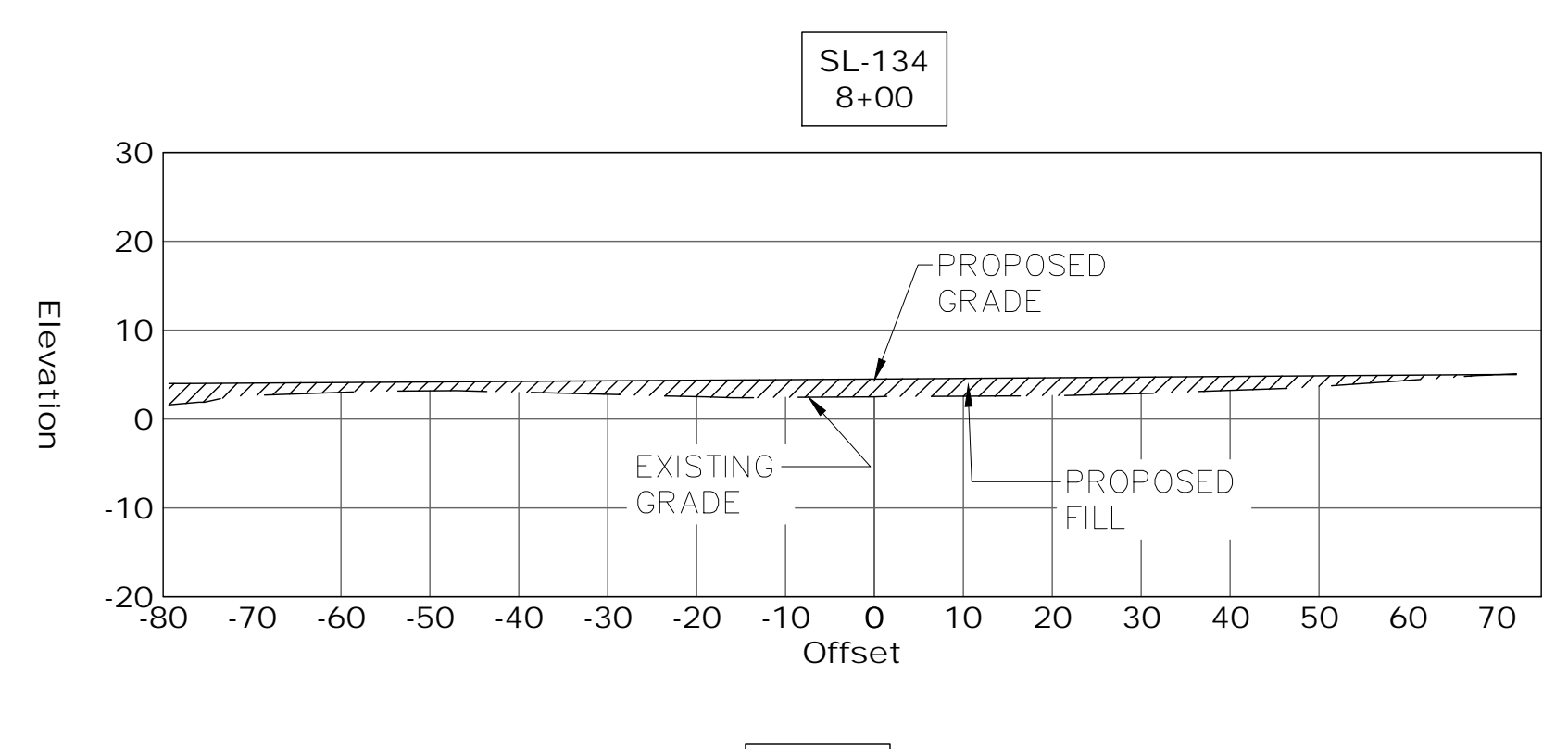
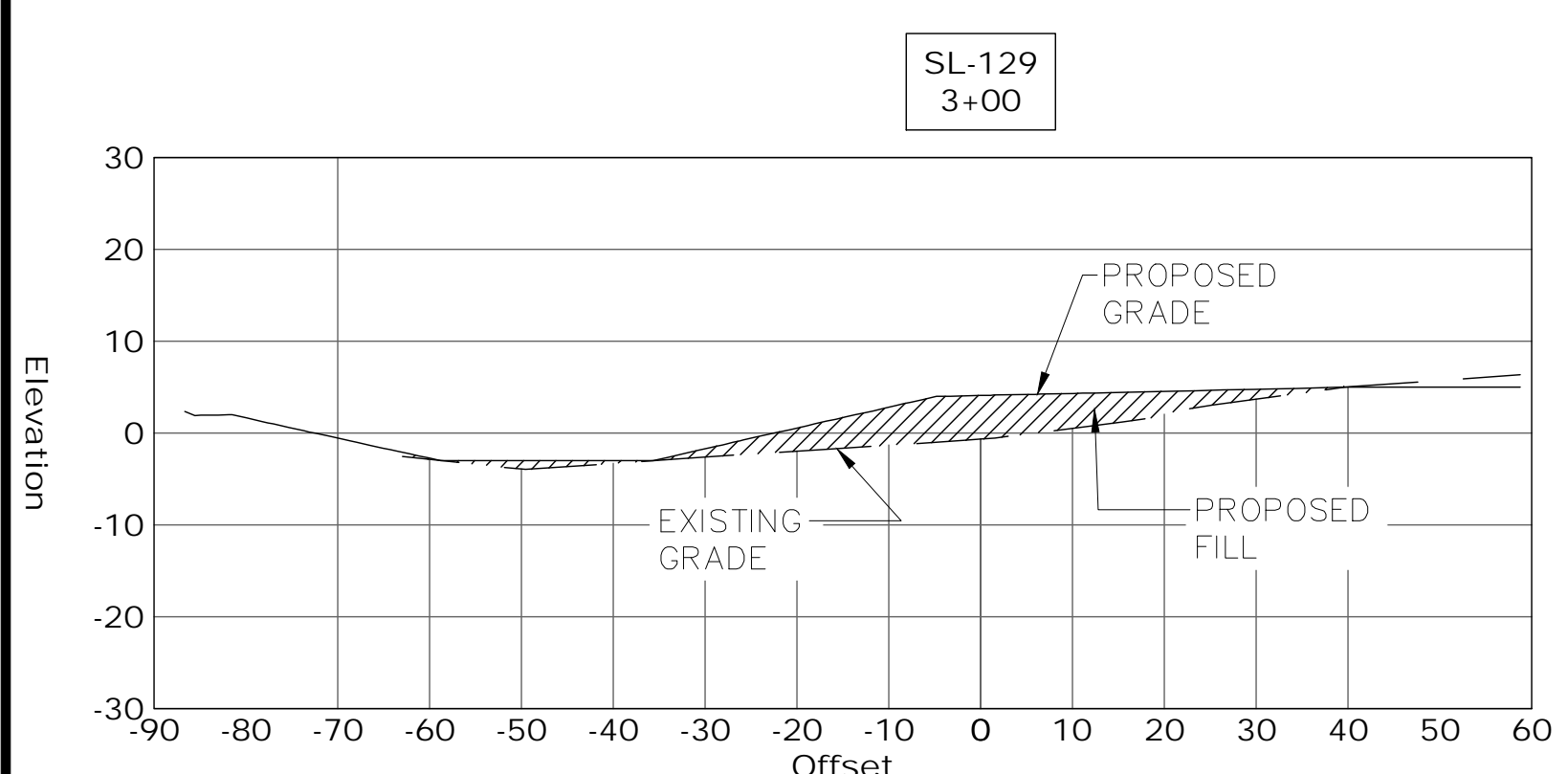
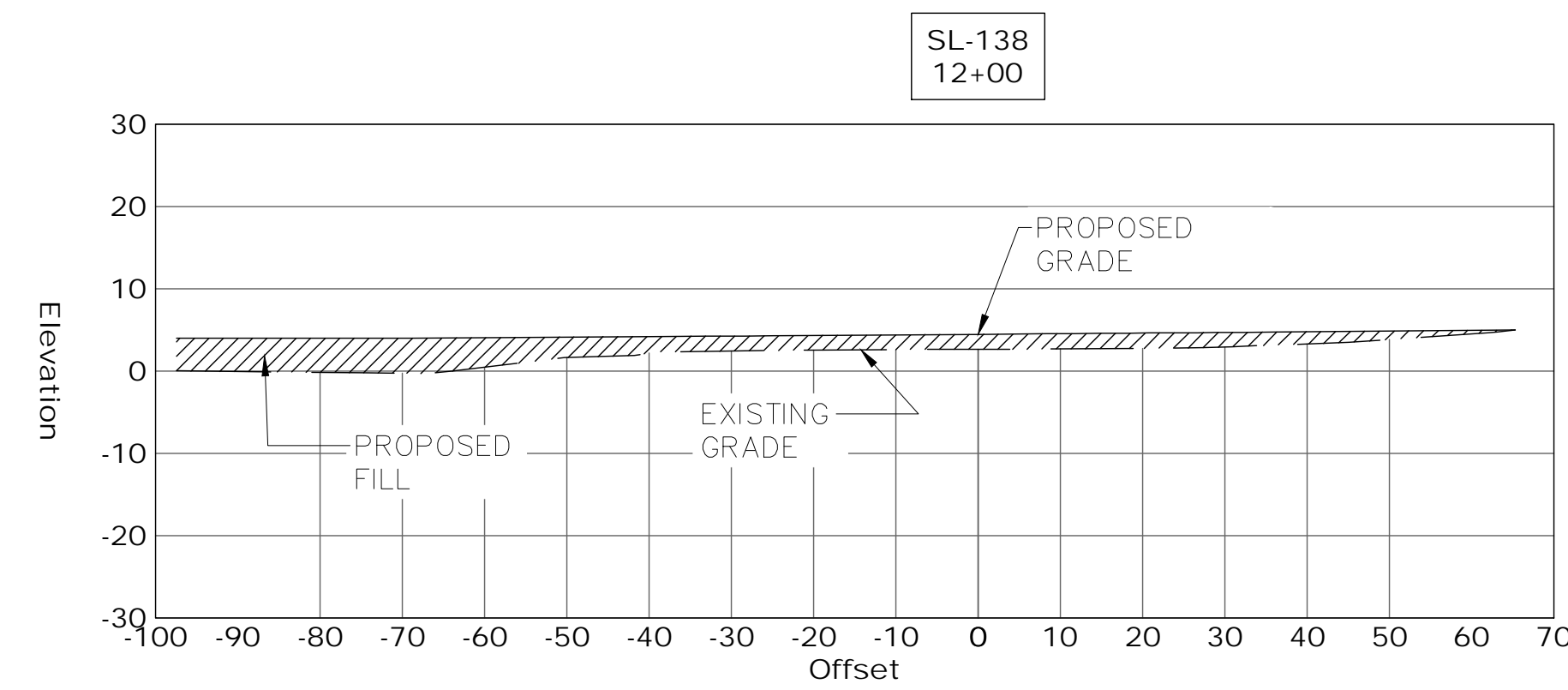
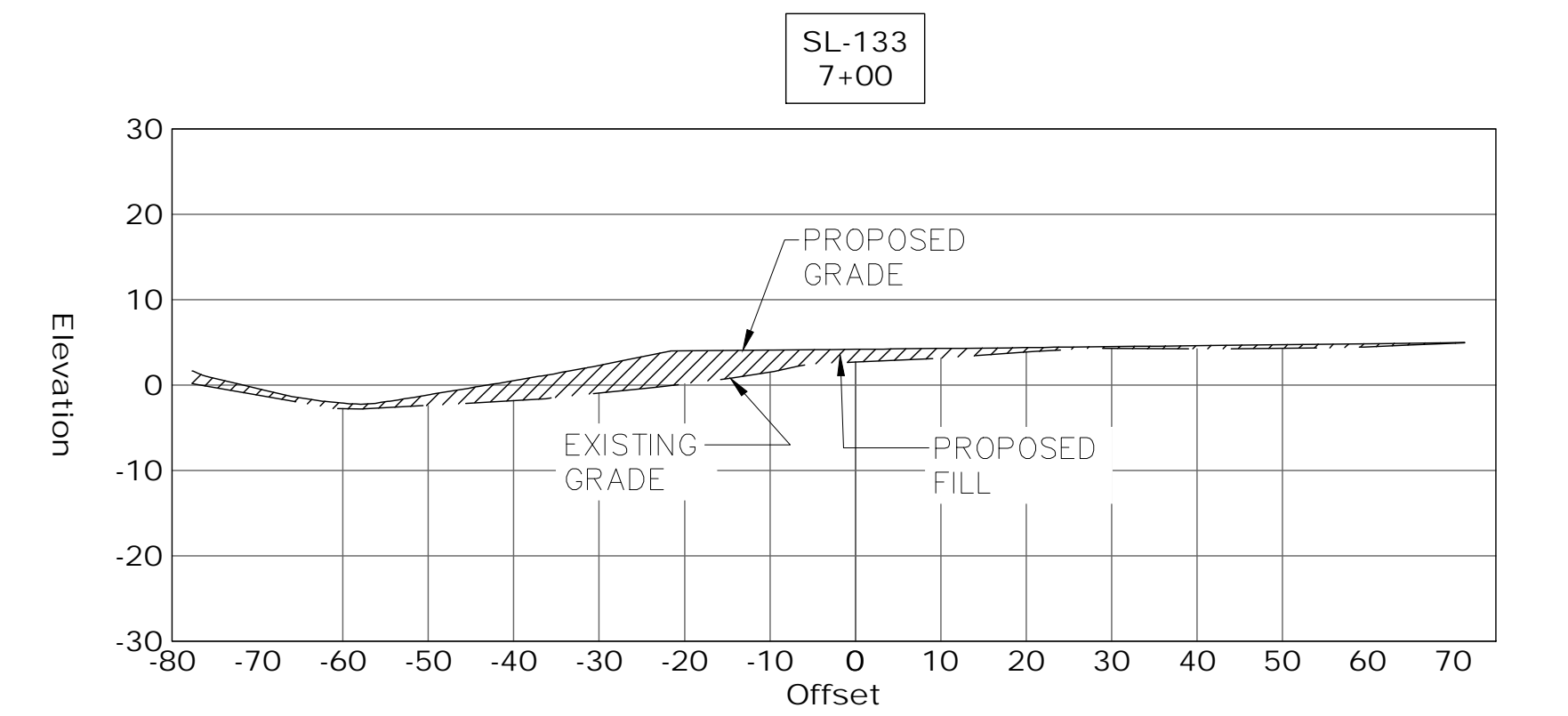
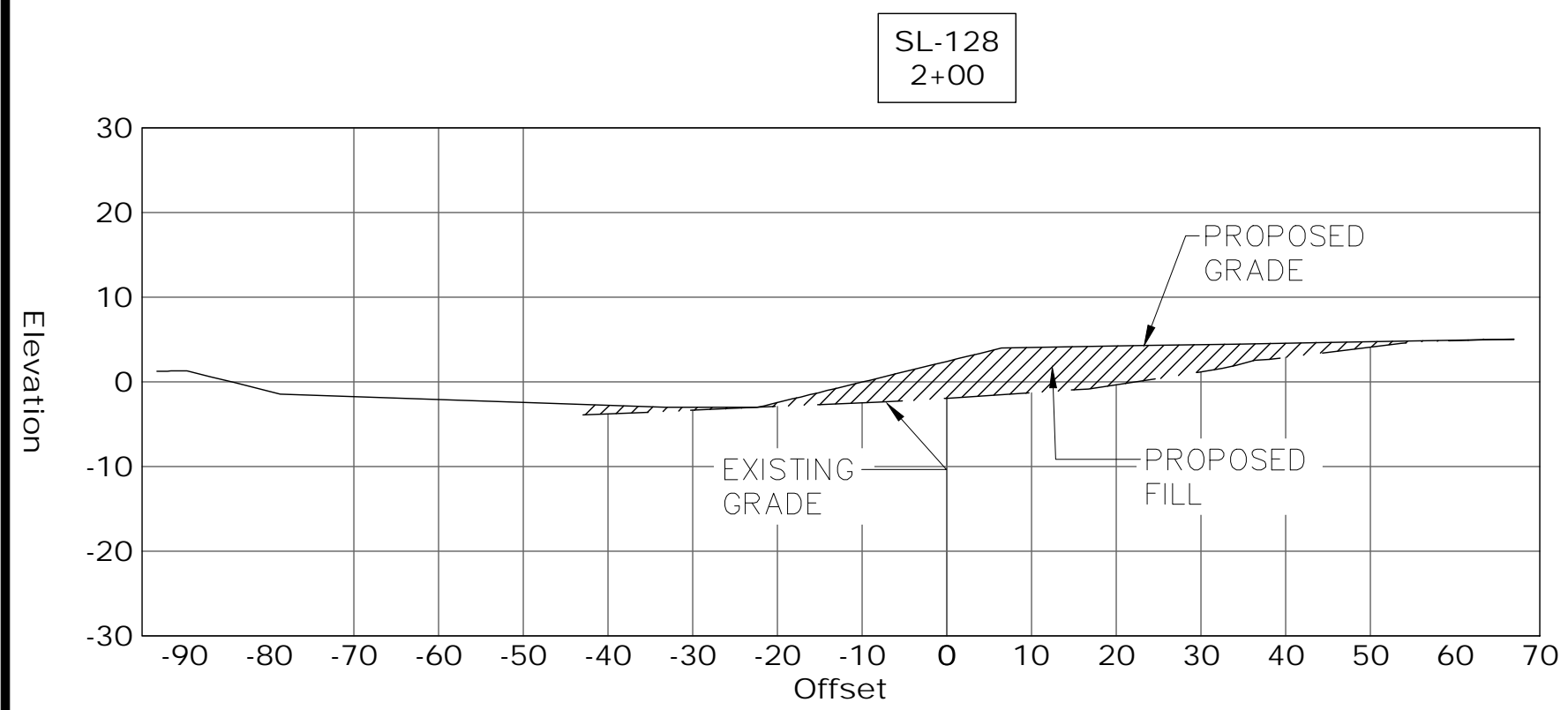
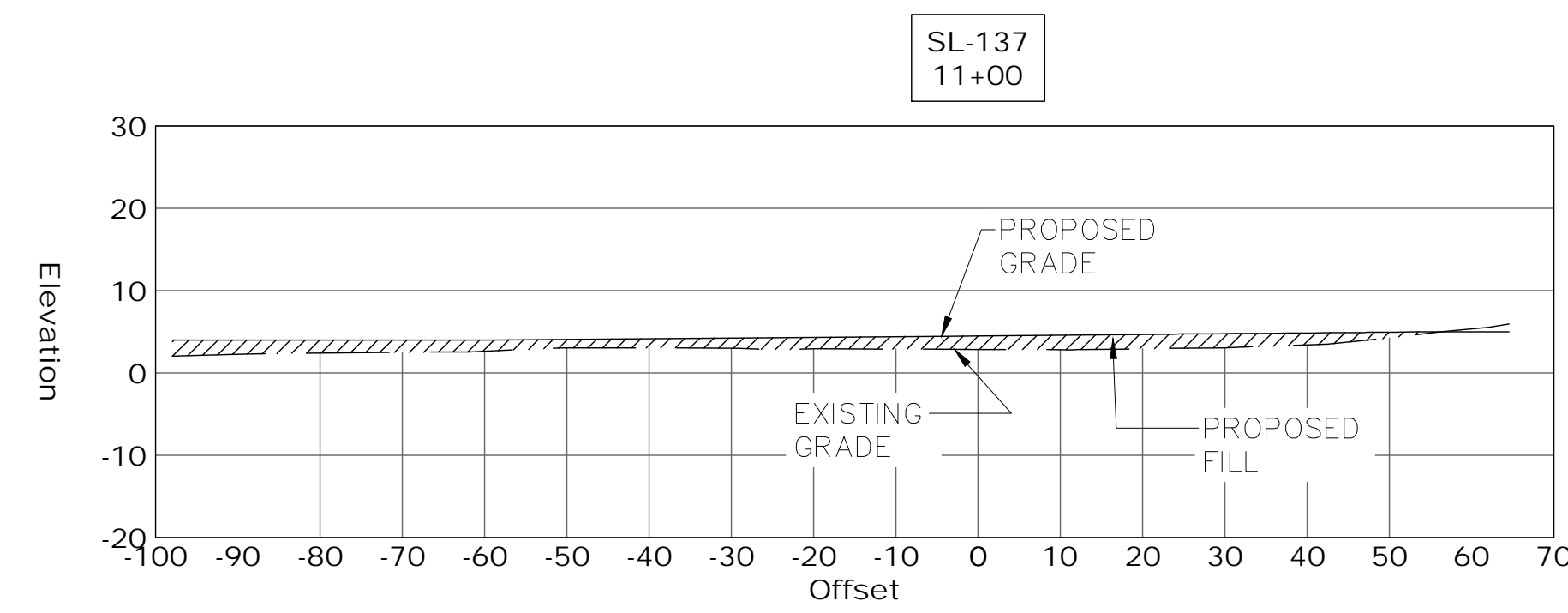
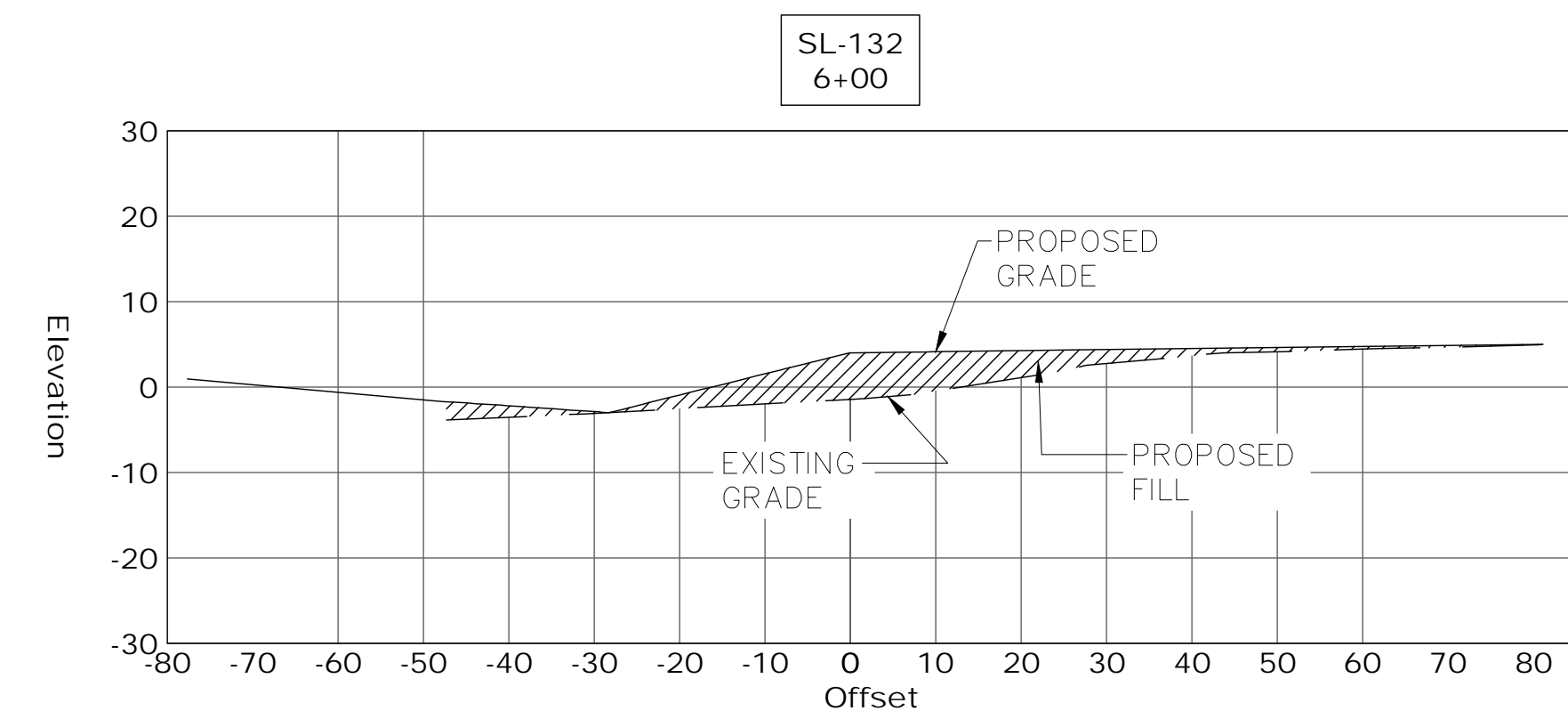
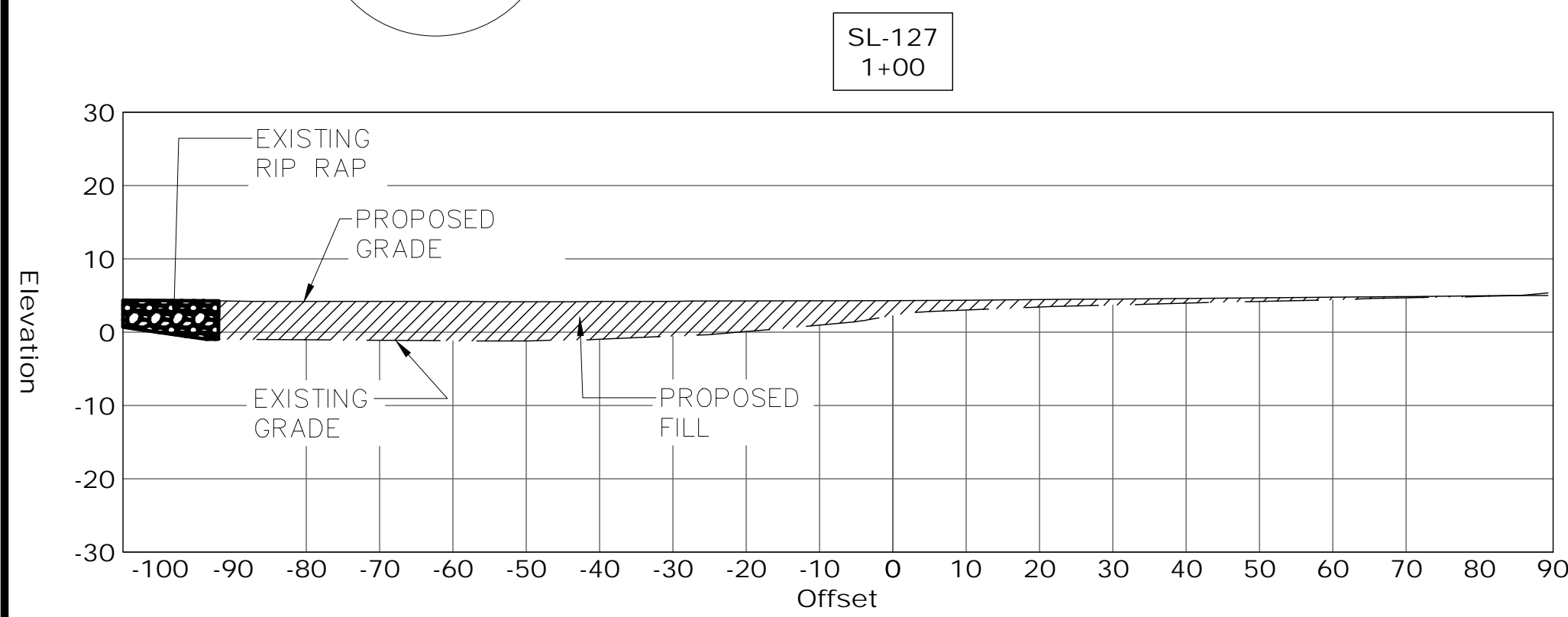
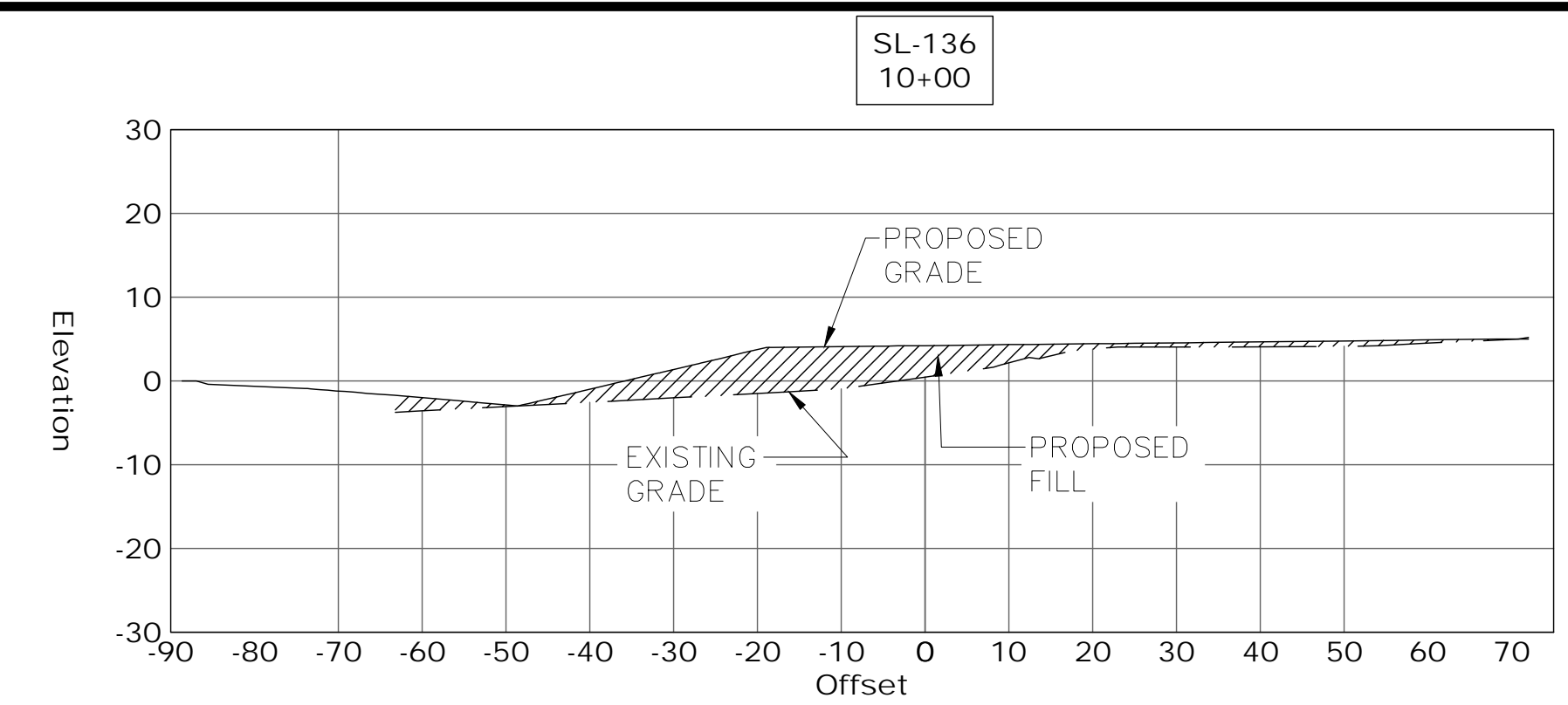
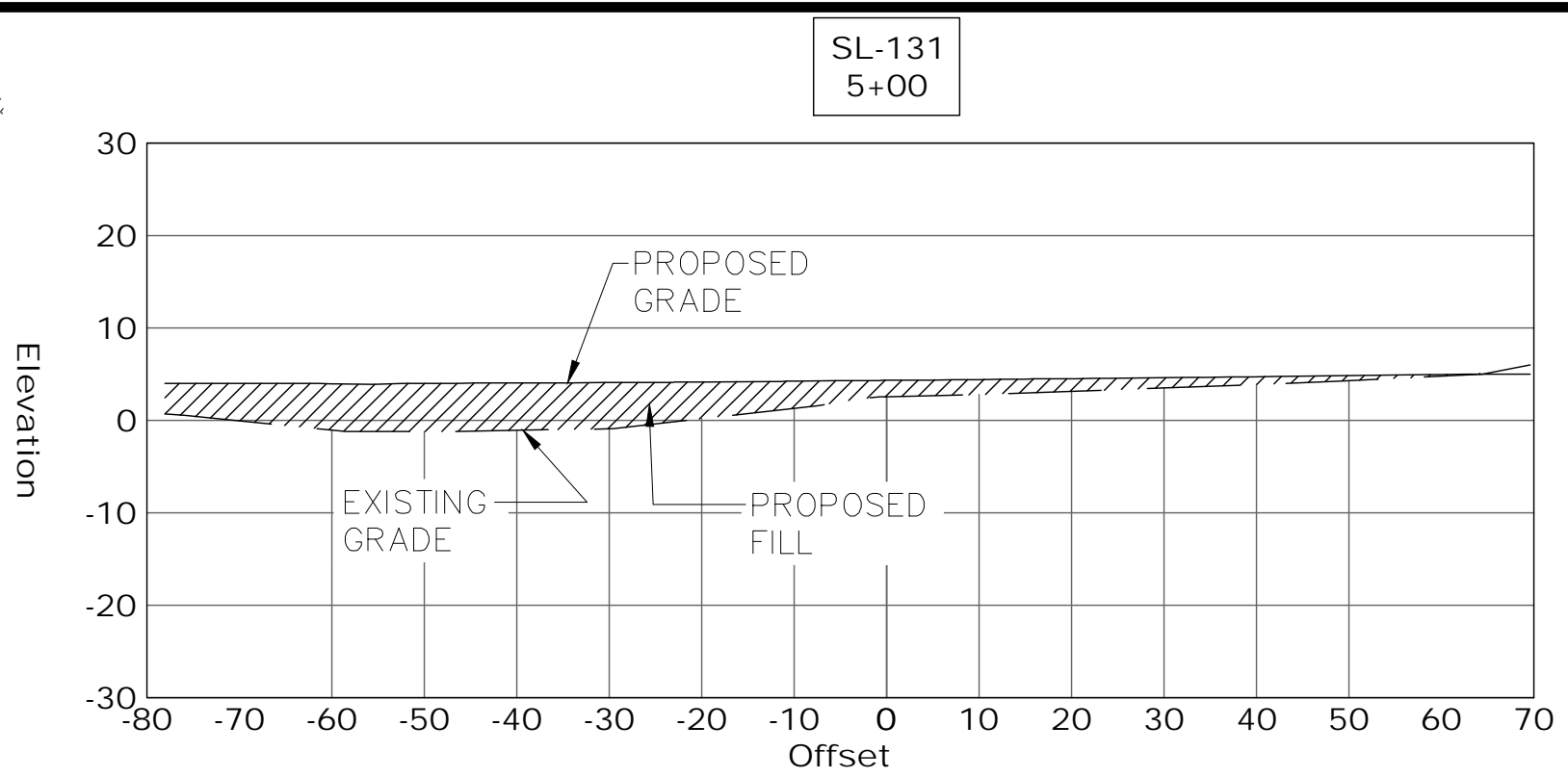
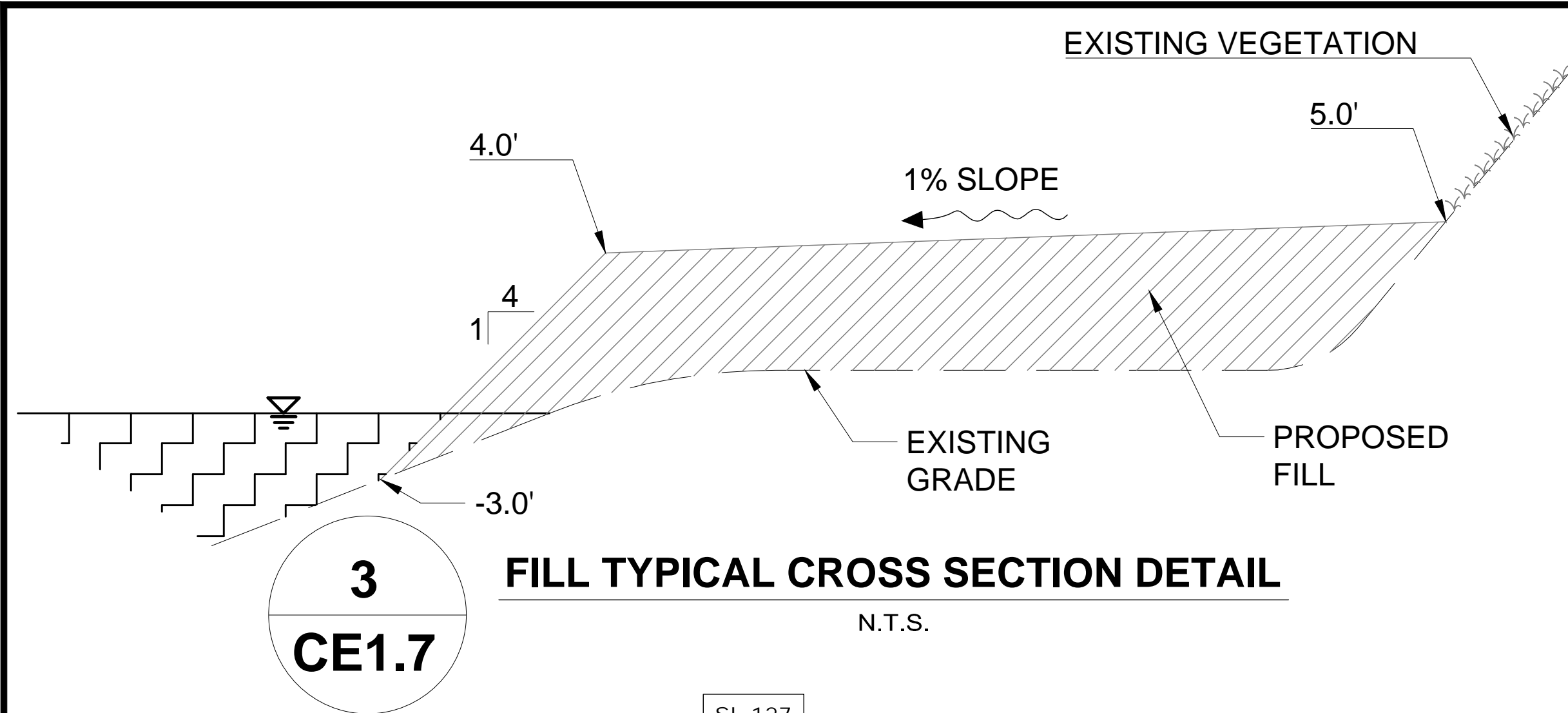


No.	Date	Revision

Designed: B.OSBORN  
Drawn: T.NEWMAN  
Checked: B.OSBORN  
Job No.: 1025.001  
Date: 11/18/2025

**DREDGE SECTIONS**  
**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

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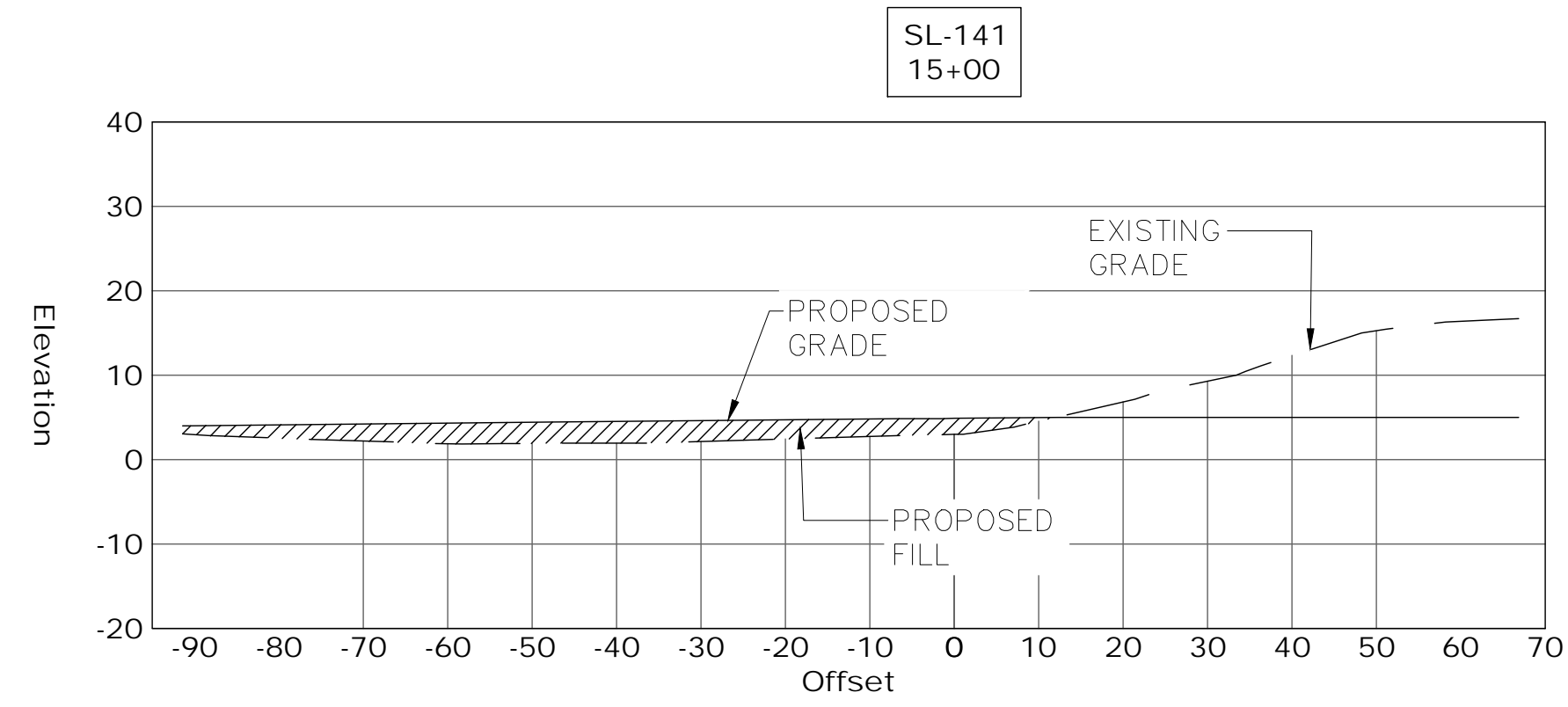
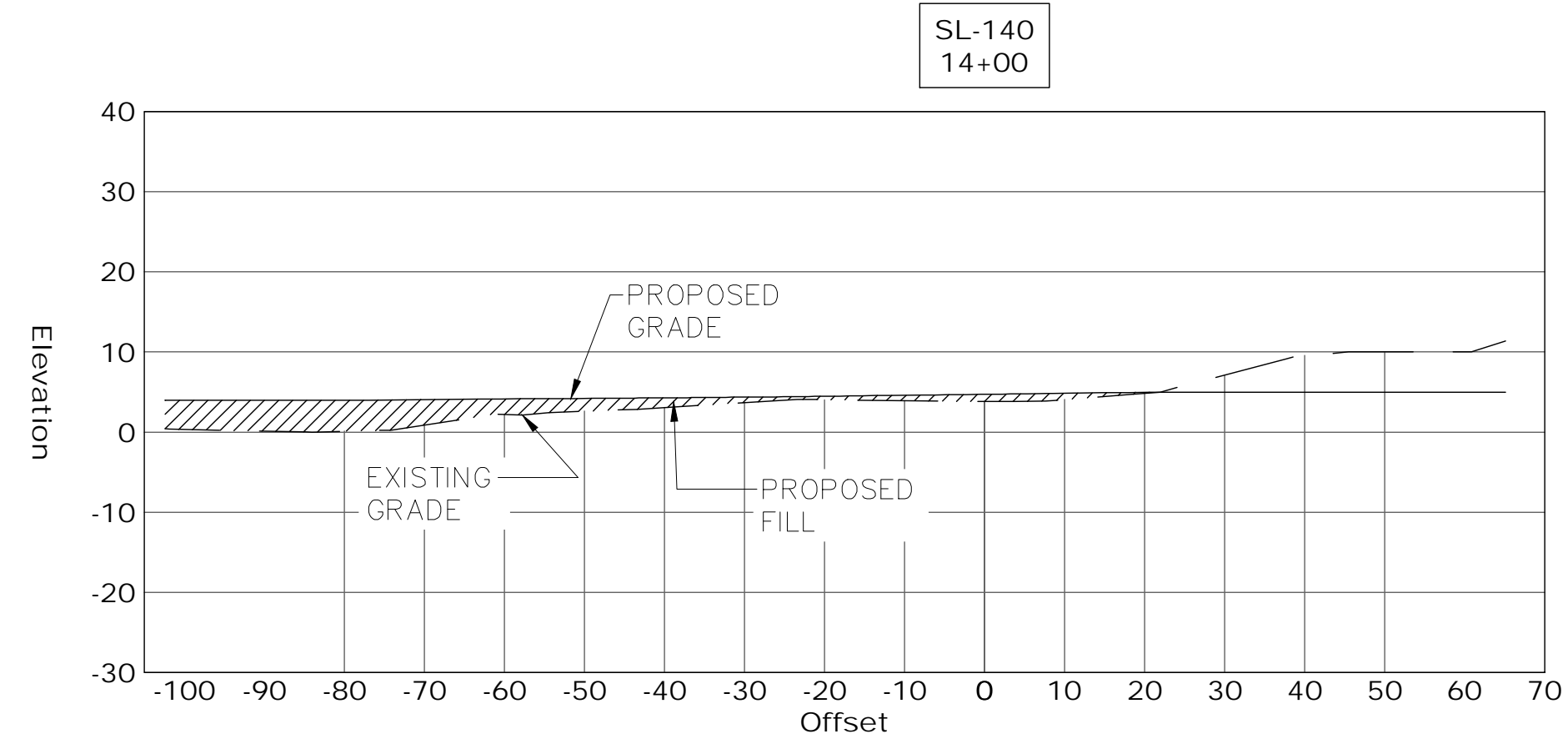
No.	Date	Revision

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Job No.: 1025.001  
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**FILL SECTIONS**  
**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

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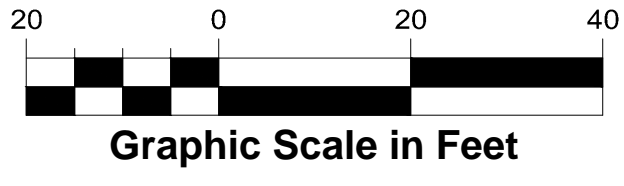


Brian Osborn, PE  
FL License No.: 79822

No.	Date	Revision

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Date: 11/18/2025

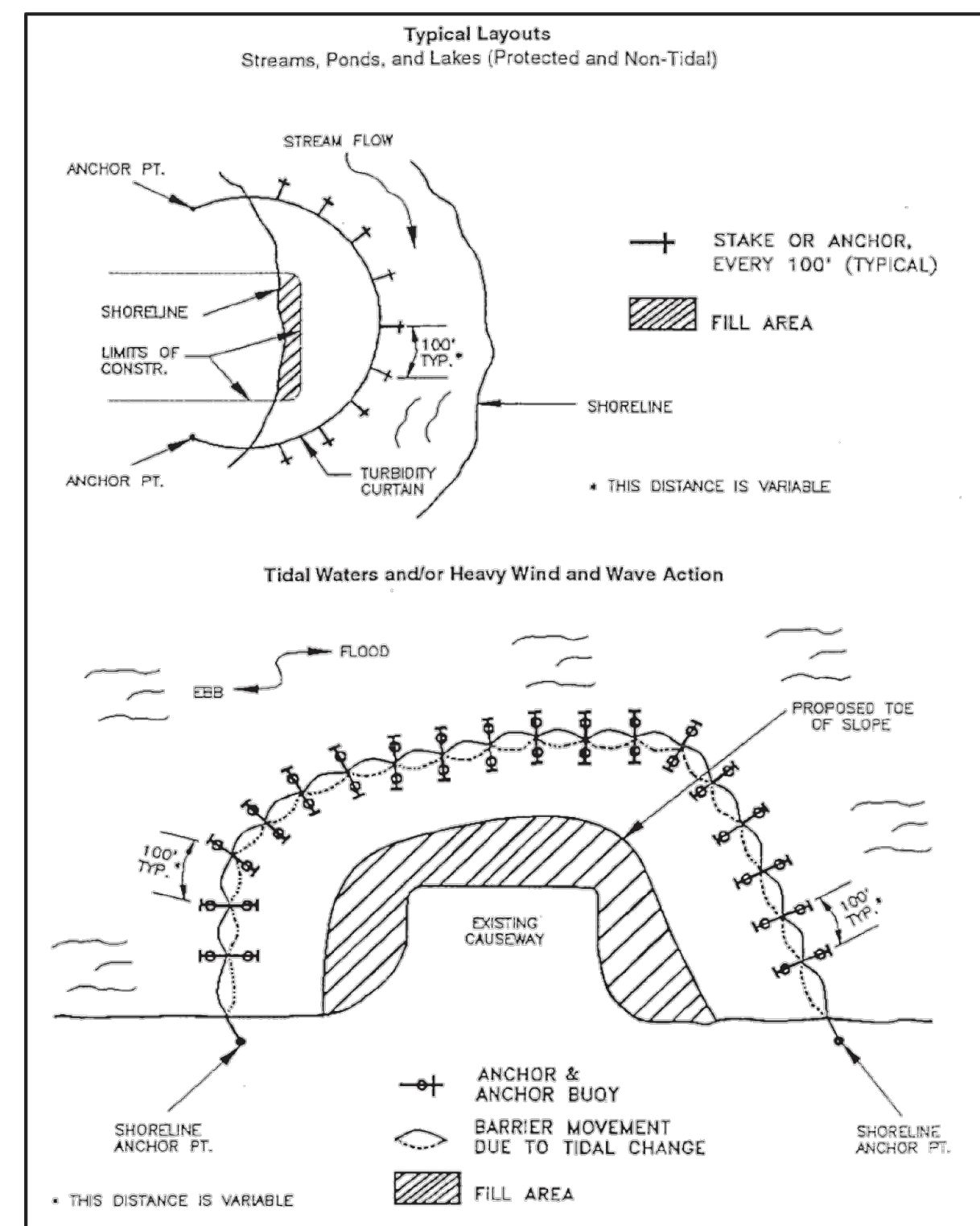
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**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL



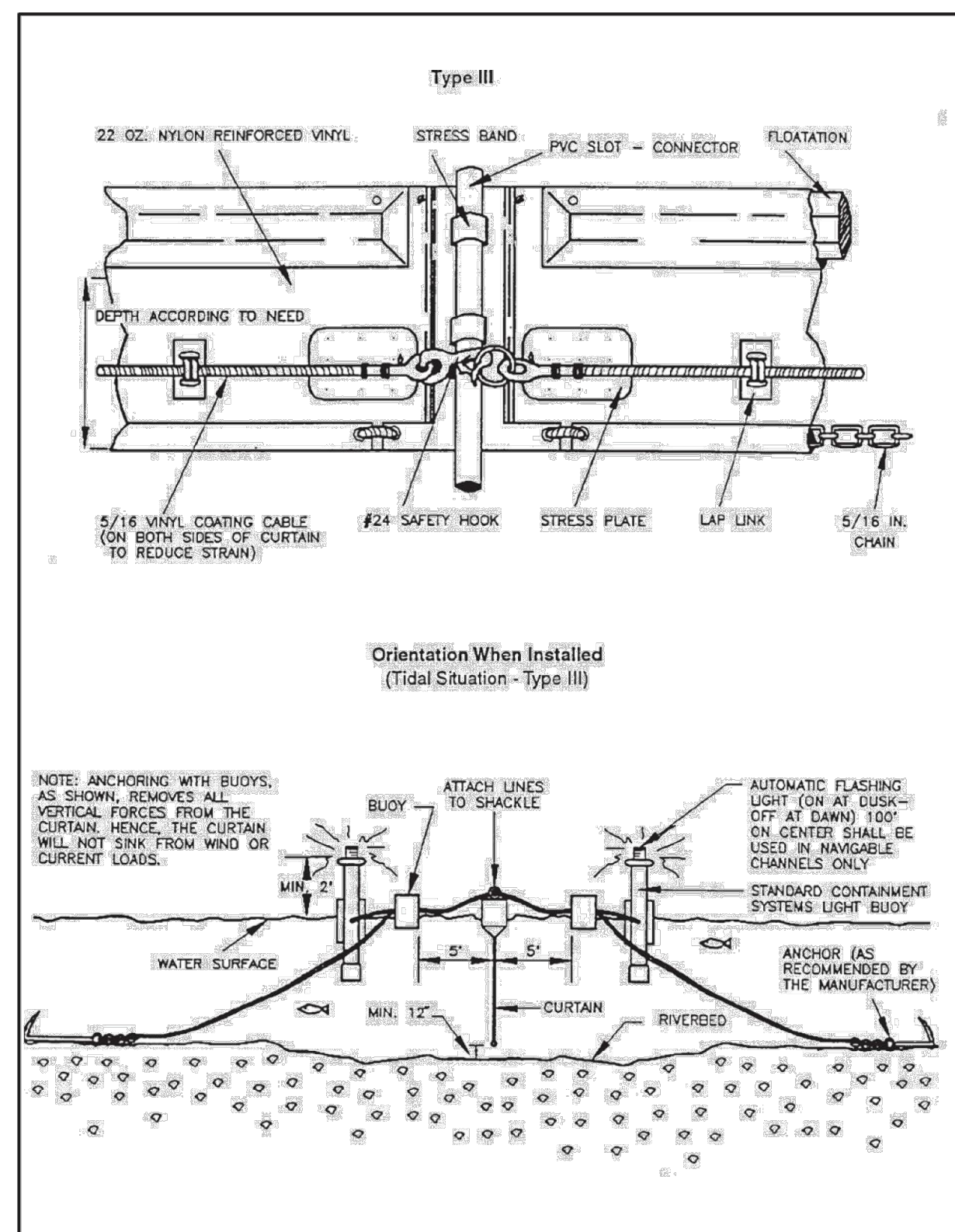
THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No.  
**CE1.8**

1



TYP. INSTALLATION LAYOUT



TYPE III TURBIDITY BARRIER

**TYPE III FLOATING TURBIDITY BARRIER DETAIL**

**CONTRACTOR / SUBCONTRACTOR CERTIFICATION TABLE**

THIS SWPPP MUST CLEARLY IDENTIFY, FOR EACH MEASURE IDENTIFIED WITHIN THE SWPPP, THE CONTRACTOR(S) OR SUBCONTRACTOR(S) WHO WILL IMPLEMENT EACH MEASURE. ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) IDENTIFIED IN THE SWPPP MUST SIGN THE FOLLOWING CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN."

Name / Signature	Title	Company Name, Address and Phone Number	Date

NOTE: CONTRACTOR TO ADD SHEETS TO CERTIFICATION TABLE AS NECESSARY.

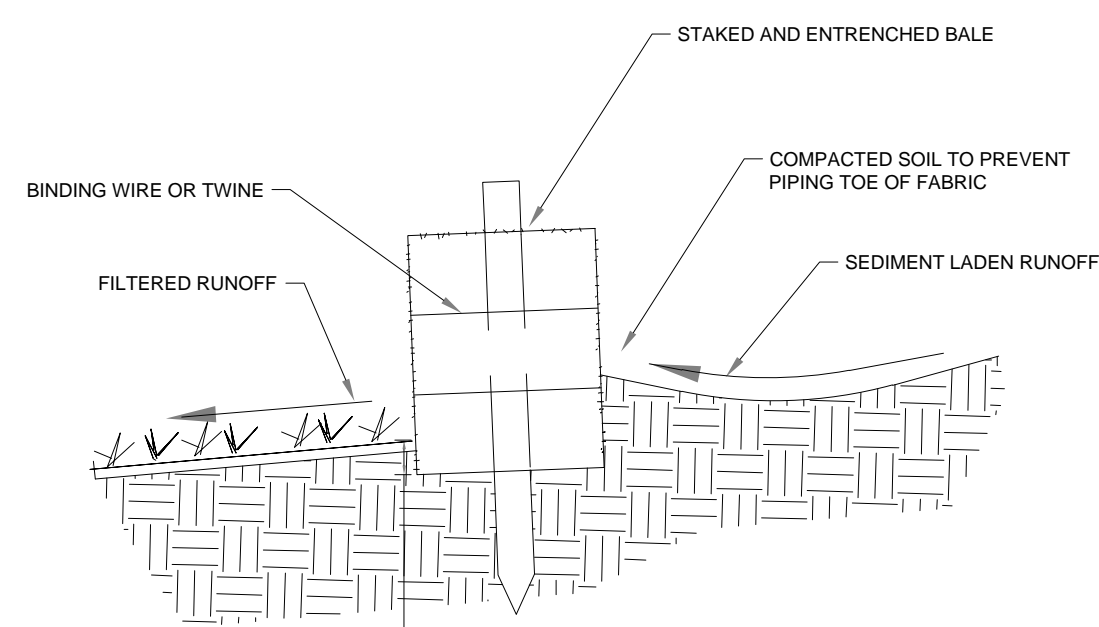
**SWPPP IMPLEMENTATION LOG**

A RECORD OF DATES WHEN BMPs ARE INSTALLED OR REMOVED, STABILIZATION MEASURES ARE INITIATED, MAJOR GRADING ACTIVITIES OCCUR, AND CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON PORTIONS OF THE SITE. THIS FORM MUST BE UPDATED CONTINUOUSLY THROUGHOUT THE PROJECT UNTIL THE NOTICE OF TERMINATION (NOT) IS FILED.

DESCRIPTION OF ACTIVITY	LOCATION	CONTRACTOR	BEGIN DATE	END DATE

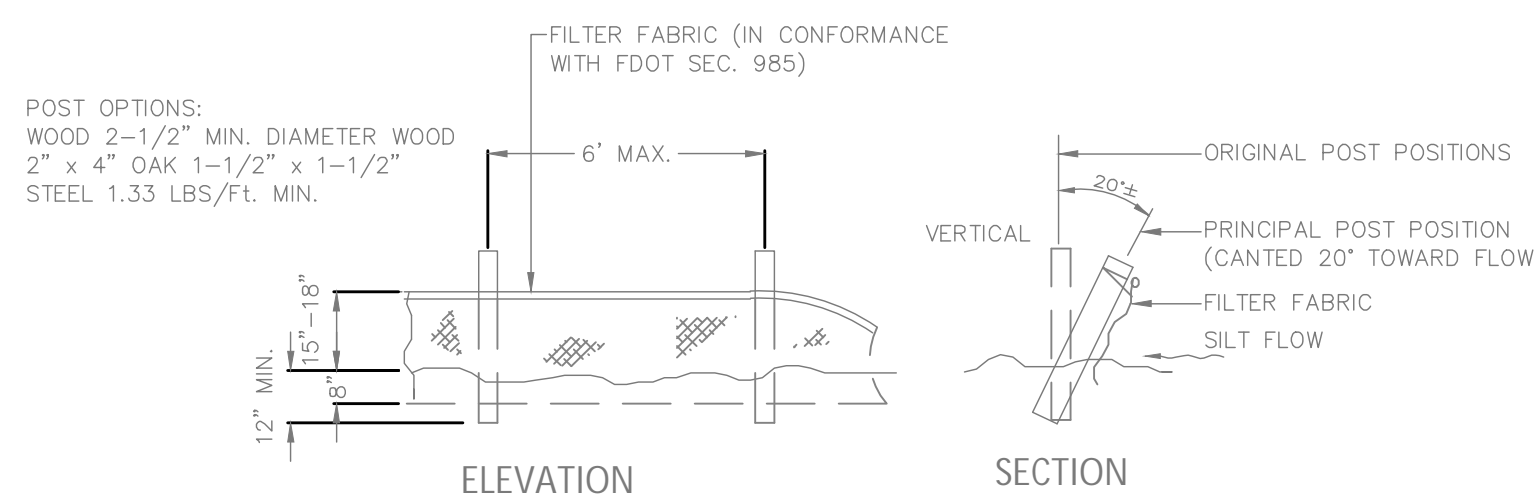
NOTE: CONTRACTOR TO ADD SHEETS TO THE SWPPP IMPLEMENTATION LOG AS NECESSARY.

NOTE: UNLESS OTHERWISE NOTED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR MAY CHOOSE BETWEEN NATURAL HAY OR APPROVED SYNTHETIC MATERIAL



NOTE: LOOSE STRAW SHALL BE CHINKED BETWEEN BALES TO PROVIDE A TIGHT JOINT.

**STAKED HAY BALE DETAIL**



NOTE: DO NOT DEPLOY SILT FENCES IN A MANNER THAT WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND AS TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

**EROSION CONTROL SILT FENCE DETAIL**



Brian Osborn, PE  
FL License No.: 79822

No.	Date	Revision
1	12/1/2025	ADDENDUM # 1

Designed: B.OSBORN  
Drawn: T.NEWMAN  
Checked: B.OSBORN  
Job No.: 1025.001  
Date: 11/18/2025

**EROSION CONTROL DETAILS**  
**NORRIEGO POINT HARBOR RESTORATION**  
DESTIN / OKALOOSA / FL

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Sheet No.  
**CE1.9**

ADDENDUM NO. 2

CITY OF DESTIN, FLORIDA  
REQUEST FOR BIDS RFB NO. 25-16-PW  
NORRIEGO DREDGING PROJECT

DECEMBER 10, 2025



# ATTACHMENT E Updated Price Proposal Sheet



**EXHIBIT C - BID PROPOSAL FORM**

**PRICE PROPOSAL SHEET**

DESTIN, FLORIDA

RFB NO. 25-16-PW, NORRIEGO POINT HARBOR RESTORATION PROJECT

BIDDER NAME:	
--------------	--

Item No.	Unit	Amt	Description	Unit Price	Total Price
<b>SECTION 1 - GRADING</b>					
1.1	LS	1	<b>Mobilization / Demobilization including City Permits</b>	\$	\$
1.2	LS	1	<b>Bonds and Insurance</b>	\$	\$
1.3	LS	1	<b>Post-Construction Bathymetric "As-Built" Survey</b>		
<b>SECTION 2 - DREDGE AND FILL</b>					
2.1	CY	13,019	<b>Sand Dredge, Transfer, and Placement - Sta: 0+00 to 16+50</b>	\$	\$
2.2	LS	1	<b>Turbidity Curtain</b>	\$	\$
2.3	CY	30	<b>Trash/Debris Disposal</b>	\$	\$
<b>TOTAL BASE BID:</b>					\$

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$

**ALTERNATE BID ITEMS**

4.1	CY	2,766	<b>Sand Dredge, Transfer, and Placement - Sta: 16+50 to 41+21</b>	\$	\$
4.2	LS	1	<b>Shorebird Monitoring, if required (to Start on February 15, 2026 until completion)</b>	\$	\$
				\$	\$
<b>TOTAL ALTERNATE BID ITEMS:</b>					\$

**NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.**

**NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard**

**RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION**

**ADDENDUM NO. 3**

**CITY OF DESTIN, FLORIDA  
REQUEST FOR BIDS RFB NO. 25-16-PW  
NORRIEGO DREDGING PROJECT**

**DECEMBER 16, 2025**

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

Addendum 2's tracked changes were accepted to accommodate Addendum 3's revisions to the Bid Package.

**City Modifications to Plans and Specifications**

1. Base Bid Quantity has been modified from 13,019 to 12,483 cubic yards for sand dredging, transfer and placement of material within the Bid Package, Price Proposal Form, and on the Plan Set. A new sentence has been added to the Bid Package that "*Total sand dredging, transfer and placement from Base Bid and Alternate Bid is approximately 15,249 cubic yards.*"

Please **REMOVE** Page 2 and Pages 6 through 24 from the Bid Package and **REPLACE** with Page 2 and Pages 6 through 24 of the Revised Bid Package (*Attachment A*).

Please **REMOVE** SHEET CE0.2 and SHEET CE1.1 in their entirety and **REPLACE** with revised SHEET CE0.2 and SHEET CE1 (*Attachment B*).

Please **REMOVE** the Price Proposal Sheet of the Bid Package in its entirety and **REPLACE** with Revised Price Proposal Sheet (*Attachment C*).

Addendum also includes:

**Attachment A: Updated Bid Package**

**Attachment B: Updated Sheets CE0.2 and CE1.1**

**Attachment C: Updated Price Proposal Sheet**

The bid opening date for 25-16-PW remains December 23, 2025 at 2:00 P.M. (CST)

**END OF ADDENDUM NO. 2**

A copy of Addendum No. 3 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum No. 3 is hereby acknowledged:

---

Print Name

---

Signature

---

Date

**ADDENDUM NO. 3**

**CITY OF DESTIN, FLORIDA  
REQUEST FOR BIDS RFB NO. 25-16-PW  
NORRIEGO DREDGING PROJECT**

**DECEMBER 16, 2025**



**ATTACHMENT A  
Updated Bid Package**

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

**CITY OF DESTIN, FLORIDA**

The City of Destin will receive sealed competitive proposals for the maintenance dredging within the Old Pass Lagoon navigational channel and the placement of fill to replenish sand that has eroded along the south coastline of Norriego Point. The project is located in the City of Destin in the Destin Harbor.

In accordance with the FDEP Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization No. 0288799-003-JC and the Army Corps of Engineers Permit SAJ-2012-00702, this project shall include, but may not be limited to, mobilization/demobilization, installing turbidity curtains around the dredging limits, sand dredging, transfer and placement of approximately ~~13,019~~ 12,483 cubic yards total of material from the point of beginning (STA 0+00) to point of ending (STA 16+50), within Norriego Point Harbor, and conducting a bathymetric “as-built” survey of the completed channel. In addition, this project includes the removal of non-dredged trash/debris disposal.

This project has an Alternate Bid Item for sand dredging, transfer and placement of approximately 2,766 cubic yards of material from STA 16+50 to STA 41+21. Total sand dredging, transfer and placement from Base Bid and Alternate Bid is approximately 15,249 cubic yards.

In addition, this project has an Alternate Bid Item for shorebird monitoring in the event that dredging and heavy equipment activities extend beyond February 15, 2026.

The anticipated project completion date is March 14, 2026.

To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk’s Office at [cityclerk@cityofdestin.com](mailto:cityclerk@cityofdestin.com). Please include “Request for Bid Documents – RFB No. 25-16-PW in the subject line of the email.

Vendors may also obtain the RFB by contacting the City of Destin, City Clerk’s Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday.

Proposal submissions must be received by the City Clerk’s Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked “**RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT,**” **along with the name, return address and telephone number of the submitter, no later than 2:00 p.m. CDT, on December 23, 2025,** at which time they will be opened. No electronic bids accepted.

The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City’s best interest.

Larry Jones City Manager

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**1.0 INTRODUCTION**

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for dredging and placement of fill in accordance with the FDEP Consolidated Joint Coastal Permit (Exhibit D) and Sovereign Submerged Lands Authorization No. 0288799-003-JC and the Army Corps of Engineers Permit SAJ-2012-00702 (Exhibit E), this project shall include, but may not be limited to, mobilization/demobilization, , installing turbidity curtains around the dredging limits, sand dredging, transfer and placement of approximately ~~13,019~~12,483 cubic yards total of material from the point of beginning (STA 0+00) to point of ending (STA 16+50), within Norriego Point Harbor, and conducting a bathymetric “as-built” survey of the completed channel. In addition, this project includes the removal of non-dredged trash/debris disposal.

This project has an Alternate Bid Item for sand dredging, transfer and placement of approximately 2,766 cubic yards of material from STA 16+50 to STA 41+21. Total sand dredging, transfer and placement from Base Bid and Alternate Bid is approximately 15,249 cubic yards.

In addition, this project has an Alternate Bid Item for shorebird monitoring in the event that dredging and heavy equipment activities extend beyond February 15, 2026.

The anticipated substantial completion date is February 28, 2026. The anticipated final completion date is March 14, 2026. **In the event that all dredging and heavy equipment operations are not completed by February 15, 2026, the Contractor will be required to conduct shorebird monitoring in compliance with the FDEP and USACOE permits (Refer to Exhibits D and E for permit requirements).**

It is the responsive bidder’s responsibility to read and understand the requirements of this Request for Bids. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each responsive bidder will, at bidder’s own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder’s deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this RFB carefully and shall make a written request to the City’s authorized representative for interpretation or correction of any ambiguity, inconsistency, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Responsive bidders are cautioned against relying up on any interpretation or correction given by any other method.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

The submission of a proposal shall not be deemed an agreement between the responsive bidder and the City. The proposal is a contractual offer by the responsive bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

**2.0 INSTRUCTION TO RESPONDENTS**

- A. The City of Destin will accept RFB responses until December 23, 2025, no later than 2:00 p.m. (CDT) at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT**. No electronic bid accepted.
- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.
- C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **December 23, 2025 2:00 p.m. (CDT)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, Florida 32541.
- D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerkclerk@cityofdestin.com. Such a request shall be received in writing by close of business December 5, 2025.
- E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.
- F. **One (1) original and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside "RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT" and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, Florida 32541.**

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

- G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.
- H. Submissions shall be portrait orientation, “8-1/2 inch by 11 inch” where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.
- I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.
- J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City
- K. Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.
- L. The Bid Committee shall consist of City of Destin staff members.
- M. Each responsive bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.
- N. Procurement Schedule

Tasks	Date
<b>RFB issued</b>	<b>November 18, 2025</b>
<b>Mandatory Pre-Bid Meeting</b>	<b>December 2, 2025 at City Hall</b>
<b>Last day for questions to be submitted</b>	<b>December 5, 2025</b>
<b>Due Date/Bid Opening</b>	<b>December 23, 2025</b>
<b>Tentative Date - Bid Committee Evaluation</b>	<b>December 30, 2025</b>
<b>Tentative Date – City Council Meeting</b>	<b>January 5, 2026</b>
<b>Tentative Date- Execution of Contract</b>	<b>January 5, 2026</b>
<b>Tentative Date- Notice to Proceed</b>	<b>January 6, 2026</b>

**There will be a Mandatory Pre-Bid Meeting at City Hall, 4200 Indian Bayou Trail, Destin, Florida 32541 December 2, 2025 at 10:00 am. Attendance by Teams will be allowed, and a meeting link will be provided to contacts on the Plan Holder’s List.**

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**3.0 GENERAL CONDITIONS**

**3.1 Project Description**

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums) All work shall be completed as shown in the construction documents and in accordance with applicable federal, state, and local codes and regulations.

The general description of work shall include, but may not be limited to:

- A. Mobilization/demobilization
- B. Installing turbidity curtains around the dredging limits
- C. Dredging, transfer, and placement of approximately ~~13,019~~12,483 cubic yards total of material from the point of beginning (STA 0+00) to point of ending (STA 16+50).
- D. Bathymetric “as-built” survey of completed channel.
- E. Allowance for the removal of non-dredged trash/debris disposal.
- F. Alternate Bid Item of dredging, transfer and placement of 2,766 cubic yards total of material from STA 16+50 to STA 51.21.
- G. Alternate Bid Item for shorebird monitoring.

Total sand dredging, transfer and placement from Base Bid and Alternate Bid is approximately 15,249 cubic yards.

**In the event that all dredging and heavy equipment operations are not completed by February 15, 2026, the Contractor will be required to conduct shorebird monitoring in compliance with the FDEP and USACOE permits (Refer to Exhibits D and E for permit requirements). This is included as an Alternate Bid Item on the Price Proposal Sheet and will activated the day of February 15, 2026, if shorebird monitoring is required.**

It is the responsive bidder’s responsibility to read and understand the requirements

Contractor is responsible for obtaining all necessary city permits. All permitting costs are to be included in the base offer including permit related signage.

**3.2 Project Schedule**

Final Completion Deadline is March 14, 2026. Contractor shall reach substantial completion for all work 14 days prior to final completion, or on or before February 28, 2026. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

- A. The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

<b>ESTIMATED PROJECT SCHEDULE</b>	
<b>Tasks</b>	<b>Date</b>
Permitting	Completed
Anticipated to Begin Construction	January 6, 2026
Date Shorebird Monitoring to Begin if Dredging and Heavy Equipment Operations have not ended	February 15, 2026
Substantial Completion	14 Days Prior to Complete Construction or on or before February 28, 2026
Final Completion	March 14, 2026

**4.0 CONTRACTOR REQUIREMENTS**

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

**4.1 Independent Contractor**

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City’s employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker’s Compensation Act, and the State Unemployment Insurance law.

The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder’s activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder’s funds provided for herein.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

#### **4.2 License Requirements**

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License <http://www.co.okaloosa.fl.us/gm/licensing>.

Contractor must also be registered in the City of Destin.

<https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>.

#### **4.3 Insurance Requirements**

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

- A. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

- B. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit.

Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract.

The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

**4.4 Bonding Requirements**

A. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

B. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

**4.5 Permitting Requirements**

- A. Contractor is required to obtain all required permits prior to the start of construction.
1. City of Destin Site & Building Permit
  2. City of Destin Trade Permits (e.g., electrical, plumbing, etc.)
  3. Any and all other applicable and/or required federal, state, and local permits.

**4.6 Codes and Standards**

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

**5.0 CONSTRUCTION CONSIDERATIONS**

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

**5.1 Subcontractor(s)**

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

**5.2 Notice to Proceed**

The City shall issue a signed Purchase order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via facsimile or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

**5.3 Changes in Scope of Work**

- A. “Additional work” shall be defined as work that results from a change or alteration in plans concerning the scope of work of the contract or added work necessary to meet the performance goals of the scope of work.
- B. “Extra work” shall be defined as work not required under the scope of work of the contract, is something done or furnished beyond the requirements of the contract and is entirely outside and independent of the scope of work and not contemplated by it.
- C. “Change Order” shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time.
- D. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
- E. All change orders shall be considered a written addendum to the Contract.

**5.4 Site Preparation**

- A. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.
- B. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.
- C. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project.

The tree protection area is defined as a ring of fencing with a radius of 1’ for every 1” of trunk diameter measured at 4.5’ above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.

- D. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc.

Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

- E. Access Control: Contractor will coordinate upland access with the Contractor of the Norriego Point Beach Park.
- F. Hours of Operation: **Construction/Dredge Operations are limited to the hours of Monday through Friday, 6 a.m. to 10 p.m., CST, pursuant to the City's noise ordinance.** No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

**5.5 Schedule for Delivery of Materials**

The successful respondent shall be responsible for receiving all materials delivered.

**5.6 Waste Disposal**

Contractor shall be responsible for disposal of all waste and debris.

**5.7 Site Utilities**

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

**5.8 Material Data**

United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

**5.9 Construction Administration & Management**

- A. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.
- B. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.
  - 1. If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
  - 2. Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

3. Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
4. Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

**5.10 Inspection, Acceptance, and Title**

Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City unless loss of damage results from negligence by the City or its Departments.

**5.11 Disputes**

In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City Manager shall be final and binding on both parties.

**5.12 Payments Withheld**

The City may withhold such amounts from any payment as may be necessary to protect itself from loss on account of:

- A. Damage to subject property, adjacent property or right(s)-of-way(s)
- B. Defective work not remedied;
- C. Claims filed or reasonable evidence indicating probable filing of claims;
- D. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- E. A reasonable doubt that the contract can be completed for the balance then unpaid;
- F. Damage to another contractor;
- G. Failure to submit required reports; or
- H. Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

**5.13 Temporary Suspension of Work**

The City shall have the authority to suspend the work wholly or in part as it may deem appropriate where the Contractor fails to perform the work in accordance with plans and specifications.

- A. In the event that the City suspends the work as a result of the failure of the Contractor to comply with plans and specifications, the Contractor shall not be entitled to assert claims for additional time and/or money to complete the project and shall remain liable for satisfactory completion of the contract within the contract time.
- B. An order to suspend the work for periods exceeding one calendar day shall be in writing and shall include specific reason for the suspension.

**5.14 Defective Work**

All work completed by the Bidder at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.

The Bidder shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Bidder fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Bidder for cost thereof.

**5.15 Project Close-out**

Upon notice from the Bidder that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Bidder will be notified of all instances where his work fails to comply with the specifications. The Bidder shall immediately make those alterations which will make the work fully comply with the specifications. The Bidder shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative. Upon completion of the repair work the Bidder shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Bidder of any necessary repair work that is not completed. The Bidder shall immediately complete all incomplete work and arrange for re-inspection.

**In order to accept project as final the following must occur:**

- A. Completion of the punch list.
- B. Acceptance and occupancy of the project.
- C. Submission and approval of final invoice.
- D. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

- E. Provide accurate construction As-Built drawings representing final installation. Provide Bathymetric As-Built information to City of Destin Engineer for review and approval prior to final approval.
- F. Receipt of two (2) hardcopy as-built drawings, stamped by contractor as “As-Built Bathymetric Survey,” in addition to both AutoCAD and PDF electronic versions on a flash drive.
- G. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

Any documents prepared by the construction team for this project are for the City of Destin’s use. City of Destin shall have sole ownership of such documents to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

**6.0 EVALUATION OF RESPONSES**

**6.1 Selection Process**

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures.

**6.2 Scoring**

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
Price Proposal (1-5 points) x2	10
Qualifications/Experience (1-5 points)	5
Project Approach (1-5 points)	5
Past Performance (1-5 points)	5
<b>TOTAL</b>	<b>25</b>

**6.3 Criteria Descriptions**

- A. Price Proposal
  - 1. Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
  - 2. Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

3. Did responsive bidder provide all the requested cost information?
4. How competitive is the price proposal compared to the others received?

**B. Qualifications and Experience**

1. Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
2. Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
3. Do financial qualifications clearly demonstrate financial stability of the company?

**C. Project Approach and Performance Differentiators**

1. Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
2. Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
3. Has responsive bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
4. Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
5. Does the contractors schedule and availability practical and meet project requirements?

**D. Past Performance**

1. Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
2. Basis of evaluation:
3. A pattern of successful completion of work

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

4. A pattern of work identical to, similar to, or related to the work the project requires.
5. Ability shown through workmanship provided on other projects.
6. Do references demonstrate the company's quality of work?

**7.0 SUBMITTAL REQUIREMENTS**

**7.1 No Contact Clause**

All prospective responsive bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the responsive bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested responsive bidder and the City must be directed to:

City Clerk Rey Bailey City of Destin  
4200 Indian Bayou Trail Destin, Florida 32541  
850-837-4242

[cityclerk@cityofdestin.com](mailto:cityclerk@cityofdestin.com)

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

**7.2 Addenda**

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin and agrees to be bound by all addenda that have been issued for this Request for Bids. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

**7.3 Inquiries**

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received by December 5, 2025.

Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, at 4200 Indian Bayou Trail 32541, via phone at (850) 837-4242, or via e-mail at [cityclerk@cityofdestin.com](mailto:cityclerk@cityofdestin.com).

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

**7.4 Submittal Preparation**

Submittals should be prepared in the following order:

- A. Coversheet: provide a submittal cover sheet that includes **RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT**, bid opening date and responsive bidder contact information.
- B. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications
- C. Transmittal Letter: provide a signed letter of transmittal that demonstrates the responsive bidder's:
  - 1. commitment to perform the work,
  - 2. understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors.
  - 3. delineating features that articulate why it is the best qualified firm to perform the work (e.g., bidder's qualifications, competence, and capacity for the construction proposed in this RFB),
- D. Price Proposal Sheet
- E. Completed Forms [Reference RFB Attachments]
  - 1. Attachment No. 1 - Responsive Bidder Qualification Statement
  - 2. Attachment No. 2 - Public Entity Crime Form
  - 3. Attachment No. 3 - Drug Free Workplace Certification Form
  - 4. Attachment No. 4 - Bid Bond Form
  - 5. Attachment No. 5 - Anti-Human Trafficking Affidavit
  - 6. Attachment No. 6 - Anti-Collusion Statement
- F. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
- G. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
- H. Addendums (if applicable)

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

**Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.**

**7.1 Price Proposal Sheet**

The ‘Total Base Bid’ and ‘Total Alternative Bid Items’ amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

**7.2 Conflict of Interest Disclosure**

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

**7.3 Drug Free Workplace Program**

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

**7.4 Public Entity Crime Form**

Each submittal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

**7.5 Anti-Human Trafficking Affidavit**

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2025.

**7.6 Sealed Submittal Packages**

All proposals to be considered must be in the possession of the Destin City Clerk no later than **December 23, 2025, 2:00 p.m. (CDT)**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **“RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT”** and note the time and date of the opening.

**REQUEST FOR BIDS  
RFB NO. 25-16-PW  
NORRIEGO POINT HARBOR RESTORATION PROJECT**

Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same.

Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey City of Destin  
4200 Indian Bayou Trail Destin, Florida 32541  
850-837-4242  
cityclerk@cityofdestin.com  
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

**7.7 Bid Withdrawals**

Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

**7.8 Bid Opening**

Proposals are presently scheduled to be opened publicly and read aloud at **December 23, 2025 2:00 p.m. (CDT)** in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

**7.9 Reservation of Rights**

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

**7.10 Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.**

The successful responsive bidder shall:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.

**REQUEST FOR BIDS**  
**RFB NO. 25-16-PW**  
**NORRIEGO POINT HARBOR RESTORATION PROJECT**

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

**ADDENDUM NO. 3**

**CITY OF DESTIN, FLORIDA  
REQUEST FOR BIDS RFB NO. 25-16-PW  
NORRIEGO DREDGING PROJECT**

**DECEMBER 16, 2025**



**ATTACHMENT B**  
**Updated Sheets**  
**CE0.2 and CE1.1**

DEFINITIONS

1. U.N.O.: UNLESS NOTED OTHERWISE

ESTIMATED QUANTITIES

- 1. DREDGING: 15,249 CUBIC YARDS (INCLUDES ALLOWABLE OVERDREDGING)
BASE BID: 12,483 CUBIC YARDS (STA 0+00' TO STA 16+50')
ALTERNATE BID: 2,766 CUBIC YARDS (STA 16+50' TO STA 41+22')

GENERAL NOTES

- 1. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT DRAWING FILE: DESTIN, FLORIDA, WEST BAY TO SANTA ROSA SOUND, EAST PASS PROPOSED DREDGING AND DISPOSAL LOCATION, SHEET 2 OF 13, DATED JULY 2008. (FDEP MAINTENANCE DREDGING PERMIT #0288799-001-JC), FEDERAL NAVIGATION CHANNEL MARKERS DERIVED FROM FILE "ENTRANCE CHANNEL STA 43+00 TO STA 95+00 CONDITION SURVEY" DATED SEPT. 2012.
2. THE CONTRACTOR SHALL PLACE BARRICADES AND SIGNS INDICATING THE AREAS AND LIMITS OF CONSTRUCTION.
3. THE CONTRACTOR SHALL COORDINATE WORK HOURS WITH OWNER TO MEET PROJECT SCHEDULE REQUIREMENTS.

4. VOLUME OF MATERIAL AND FINAL PAYMENT TO CONTRACTOR SHALL BE DETERMINED FROM PRE-DREDGING AND POST-DREDGING SURVEY. THE OWNER PLANS TO UTILIZE THE AUGUST 2025 SURVEY SHOWN ON THE DRAWINGS AS THE PRE-DREDGE SURVEY. IF THE CONTRACTOR DESIRES A MORE RECENT PRE-DREDGE SURVEY OR DESIRES PARTIAL PAYMENT SURVEYS, THE CONTRACTOR SHALL PROVIDE SIGNED AND SEALED SURVEYS BY A REGISTERED FLORIDA PROFESSIONAL LAND SURVEYOR AND SUBMIT THE SURVEYS TO THE ENGINEER FOR APPROVAL. SUBMITTED SURVEYS SHALL CONSIST OF TRANSECTS TAKEN AT NO LESS THAN 100 FT INTERVALS AND SHALL BE SUBMITTED IN PDF FORMAT AND DIGITAL AUTOCAD FORMAT. THE CONTRACTOR WILL PROVIDE THE BATHYMETRIC SURVEYS.

5. THE CONTRACTOR SHALL MAINTAIN A SET OF RECORD DRAWINGS AND SHALL KEEP A RECORD OF ALL DEVIATIONS FROM THE ORIGINAL DRAWINGS MARKED IN RED PENCIL OR PEN. THE RECORD DRAWINGS SHALL BE KEPT ONSITE AND SHALL BE AVAILABLE FOR INSPECTION BY THE ENGINEER.

6. THE CONTRACTOR SHALL PROVIDE ACCESS TO THE WORK FOR INSPECTION BY THE ENGINEER, REGULATORY AGENCIES, AND OWNER.

7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE ENGINEER AS NECESSARY FOR CONSTRUCTION INSPECTION, OBSERVATION, AND AS-BUILT CERTIFICATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT APPROPRIATE AND APPROVED TIMES DURING THE COURSE OF THE WORK THAT THE ENGINEER IS READY FOR INSPECTION. WORK THAT IS ASSEMBLED OR COVERED SO THAT THE ENGINEER CANNOT INSPECT THE WORK PROPERLY SHALL BE DISASSEMBLED, UNCOVERED, OR DESTROYED AS NECESSARY FOR INSPECTION. THE COSTS OF REPAIR OR RESTORATION OF THIS WORK SHALL BE BORNE SOLELY BY THE CONTRACTOR.

8. THE CONTRACTOR SHALL PROVIDE PERSONNEL AND EQUIPMENT NECESSARY FOR THE ENGINEER TO INSPECT AND INQUIRE ABOUT THE WORK. THIS MAY INCLUDE PROJECT MANAGERS, SUPERINTENDENTS, FOREMAN, LABORERS, LADDERS, HARD HATS, LIFTS, SCAFFOLDING, MEASURING DEVICES, SURVEY EQUIPMENT, WATERCRAFT, ETC.

9. THE CONTRACTOR SHALL WARRANTY THE WORK FOR A MINIMUM OF ONE YEAR UNLESS CLEARLY DEFINED OTHERWISE IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ALL DEFECTIVE MATERIALS AND WORK AT NO COSTS TO THE OWNER WITHIN THE STATED WARRANTY PERIOD.

10. IN THE EVENT OF A CONFLICT BETWEEN THE SPECIFICATIONS AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ADJACENT FACILITIES, STRUCTURES, AND PROPERTY CAUSED BY HIS ACTIVITIES DURING PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL RESTORE ALL SUCH DAMAGES TO THEIR PRE-CONSTRUCTION CONDITION AT NO COSTS TO THE OWNER.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SHORING AND DEWATERING OF ALL OPEN EXCAVATIONS. SHORING AND TRENCHING SHALL COMPLY WITH OSHA STANDARDS AND THE FLORIDA TRENCH SAFETY ACT.

13. THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN EROSION AND TURBIDITY CONTROL MEASURES AS NECESSARY TO COMPLY WITH LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS. ADDITIONAL EROSION AND TURBIDITY CONTROL MEASURES MAY BE REQUIRED BY PERMIT AUTHORITIES OR THE OWNER FOLLOWING TURBIDITY VIOLATIONS OR SITE EROSION RESULTING FROM THE CONTRACTORS ACTIVITIES. ANY ADDITIONAL EROSION CONTROL OR TURBIDITY MEASURES SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR AT NO ADDITIONAL COSTS TO THE OWNER.

14. DRAINAGE SHALL BE CONTROLLED ONSITE. DRAINAGE NOT PREVIOUSLY DISCHARGED OFFSITE SHALL NOT BE DISCHARGED TO ADJACENT PROPERTIES DURING THE COURSE OF THE WORK.

15. ONSITE SOILS SHALL NOT BE ALLOWED TO ERODE OR OTHERWISE MOVE TO ADJACENT PROPERTIES.

16. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL AVAILABLE REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS.

17. CONTRACTOR, AS PART OF THE BASE BID, SHALL FIELD LOCATE ALL UNDERGROUND UTILITIES WITHIN THE PROJECT AREA WITHIN THE 30 DAYS OF PROJECT AWARD. CONTRACTOR SHALL REVIEW THE PLANS AND SHALL NOTE ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.

18. CONTRACTORS, AS PART OF THE BASE BID, SHALL PROVIDE ALL COORDINATION WITH UTILITY PROVIDERS TO PROVIDE FOR THE MATERIALS AND WORK NEEDED TO PROVIDE SERVICES TO THE PROJECT.

19. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE FOR ALL DEMOLITION OF ABOVE GROUND AND UNDERGROUND IMPROVEMENTS IN ORDER TO CONSTRUCT THE PROPOSED IMPROVEMENTS NOTED ON THE PLANS. UNLESS APPROVED IN WRITING FROM THE OWNER, ALL MATERIALS SHALL BE REMOVED FROM THE SITE AS PART OF THE BASE BID.

20. CONTRACTOR AND HIS SURVEYOR SHALL NOTE THE PROJECT BENCHMARK INFORMATION PROVIDED IN THE PLANS AND VERIFY PRIOR TO CONSTRUCTION.

21. ALL CONSTRUCTION PROJECTS 1 OR MORE ACRES IN SIZE THAT DISCHARGE TO OFFSITE AREAS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORMWATER DISCHARGE FROM SMALL AND LARGE CONSTRUCTION ACTIVITIES. IN ORDER TO MEET NPDES REQUIREMENTS, THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING, INSPECTING, MAINTAINING, AND REPORTING ON ALL ELEMENTS OF THE SWPPP. COMPLETING AND SUBMITTING THE REQUIRED NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) FORMS TO THE OPERATOR, AND PAYING ALL ASSOCIATED FEES. FOR PROJECTS LESS THAN 1 ACRE IN SIZE THAT ARE NOT REQUIRED TO COMPLY WITH THE NPDES GENERAL PERMIT, THE CONTRACTOR IS STILL RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.

22. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

23. BASE SURVEY INFORMATION INCLUDING BUT NOT LIMITED TO ELEVATIONS, EASEMENTS, RIGHTS OF WAY, AND OTHER TOPOGRAPHIC INFORMATION HAS BEEN PREPARED BY OTHER PROFESSIONALS. ANCHOR CEI, INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION.

24. THIS SET OF PLANS MAY CONTAIN DRAWINGS PREPARED BY OTHER PROFESSIONALS, WHICH CONTAIN THE NAME, ADDRESS, AND LOGO OF THE PROFESSIONAL. ANCHOR CEI, INC. IS NOT RESPONSIBLE FOR DRAWINGS PREPARED BY OTHER PROFESSIONALS.

25. PROTECT BENCHMARKS, PROPERTY CORNERS, AND OTHER SURVEY MONUMENTS FROM DAMAGE OR DISPLACEMENT. IF MARKER NEEDS TO BE REMOVED IT SHALL BE REFERENCED BY LICENSED LAND SURVEYOR AND REPLACED, AS NECESSARY, BY SAME.

26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUIRED TESTING OR APPROVALS FOR ANY WORK (OR ANY PART THEREOF) IF LAWS OR REGULATIONS OF ANY PUBLIC BODY HAVING JURISDICTION SPECIFICALLY REQUIRE TESTING, INSPECTIONS OR APPROVAL. THE CONTRACTOR SHALL PAY ALL COSTS IN CONNECTION THEREWITH AND SHALL FURNISH THE OWNER AND ENGINEER THE REQUIRED CERTIFICATES OF INSPECTION, TESTING OR APPROVAL.

27. ANY DESIGN OR TESTING LABORATORY UTILIZED BY THE CONTRACTOR SHALL BE AN INDEPENDENT LABORATORY ACCEPTABLE TO THE OWNER AND THE ENGINEER, APPROVED IN WRITING, AND COMPLYING WITH THE LATEST EDITION OF THE "RECOMMENDED REQUIREMENTS FOR INDEPENDENT LABORATORY QUALIFICATION," PUBLISHED BY THE AMERICAN COUNCIL OF INDEPENDENT LABORATORIES.

28. TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS.

29. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE BUT NOT BE LIMITED, FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.

30. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.

31. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS ENCOUNTERED DURING EXCAVATION.

PERMITS AND PERMIT CONDITIONS

1. THE CONTRACTOR SHALL ENSURE THAT ALL PROPOSED CONSTRUCTION ACTIVITIES ARE IN STRICT COMPLIANCE WITH PERMIT CONDITIONS (INCLUDING PERMIT CONDITIONS IN THE PERMITS PROVIDED BY THE OWNER) AND ALL FINES OR PENALTIES ISSUED BY PERMIT AUTHORITIES SHALL BE PAID BY THE CONTRACTOR.

DREDGING

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, SUPPLIES, AND MATERIALS, NECESSARY TO HYDRAULICALLY DREDGE THE DESTIN HARBOR (OLD PASS LAGOON) NAVIGATION CHANNEL AS INDICATED IN THE ATTACHED DRAWINGS AND TRANSFER ALL EXCAVATED MATERIAL FROM THE DREDGING SITE TO FILL AREAS ON NORRIEGO POINT. PERMANENT AND TEMPORARY IMPACTS TO THE SUBMERGED NATURAL RESOURCES ARE NOT AUTHORIZED.

2. ALL AREAS TO BE DREDGED SHALL BE IN ACCORDANCE WITH THE ATTACHED CONSTRUCTION DRAWINGS AND SHALL NOT EXCEED THE SPECIFIC AREAS AND DEPTHS INDICATED ON THOSE DRAWINGS. THE CONTRACTOR IS NOT AUTHORIZED TO DREDGE OUTSIDE OF THE AREA DEPicted. FAILURE TO COMPLY WITH THIS CONDITION AND ALL OTHER PERMIT CONDITIONS COULD RESULT IN ENFORCEMENT ACTION.

3. THE CONTRACTOR IS PERMITTED TO OVER-DREDGE UP TO 2.0 FT BELOW THE PROPOSED BOTTOM SURFACE; HOWEVER, NO DREDGING SHALL OCCUR BEYOND THE MAXIMUM DREDGE DEPTHS OR LIMITS (HORIZONTAL AND VERTICAL) AS SHOWN ON THE PROJECT DRAWINGS.

4. PAYMENT WILL BE MADE FOR UP TO 2 FT OF OVER-DREDGING. NO PAYMENT SHALL BE MADE FOR ANY OVERDREDGING GREATER THAN 2 FT. PAYMENT FOR DREDGING SHALL BE BASED ON THE VOLUME OF MATERIAL REMOVED FROM THE SPECIFIED CHANNEL AND SIDESLOPES AS SHOWN ON THE CONSTRUCTION DRAWINGS.

5. DREDGING EQUIPMENT SHALL BE CAPABLE OF DREDGING ACCURATELY WITHOUT OVERDREDGING OR DAMAGING ADJACENT STRUCTURES AND SHALL BE CAPABLE OF OPERATING DURING TIDAL AND WAVE CONDITIONS THAT MAY OCCUR AT THE PROJECT AREA. DREDGING OPERATIONS SHALL BE PERFORMED IN A UNIFORM AND CONTINUOUS MANNER SO AS TO AVOID CREATING HOLES, VALLEYS, OR RIDGES. DREDGING EQUIPMENT SHALL DISPLAY DEPTH (ACCURACY PLUS OR MINUS 3 INCHES) TO THE OPERATOR IN REAL TIME WITH ADJUSTMENTS MADE FOR TIDAL FLUCTUATIONS AS NECESSARY TO AVOID DREDGING BELOW THE PROPOSED LIMITS.

6. THE DREDGING SHALL BE PERFORMED THROUGH HYDRAULIC METHODS AND SHALL COMPLY WITH ALL PERMIT, PRODUCTION, AND ENVIRONMENTAL REQUIREMENTS INCLUDING OPERATIONAL PERMITS FOR THE PROJECT SITE ITSELF.

7. DREDGED MATERIAL SHALL BE PROPERLY HANDLED AND PLACED IN ACCORDANCE WITH PERMITS AND OWNER REQUIREMENTS.

8. SHOULD THE CONTRACTOR ENCOUNTER UNSUITABLE MATERIAL DURING DREDGING OPERATIONS, THE CONTRACTOR SHALL IDENTIFY THE LOCATION WHERE THE MATERIAL WAS ENCOUNTERED AND SHALL NOTE THE LOCATION ON THE CONTRACTORS DAILY REPORT.

9. THE CONTRACTOR SHALL SECURE APPROVAL FOR ANY PROPOSED PIPELINE ROUTES. THE CONTRACTOR SHALL PLAINLY MARK THE PIPELINE ROUTES WITH SIGNS, BUOYS, LIGHTS, AND FLAGS CONFORMING TO U.S. COAST GUARD AND MARITIME REGULATIONS. THESE SHALL BE MAINTAINED THROUGHOUT THE CONTRACTOR OPERATIONS. A TIGHT DREDGE DISCHARGE PIPELINE SHALL BE MAINTAINED TO PREVENT SPILLING OF DREDGED MATERIAL OR DREDGED WATER OUTSIDE OF THE PROJECT AREA. THE PIPELINE SHALL BE INSULATED AT LEAST TWICE DAILY FOR LEAKS. FAILURE TO IMMEDIATELY REPAIR LEAKS IN THE DISCHARGE PIPELINE WILL RESULT IN SUSPENSION OF DREDGING OPERATIONS AND REQUIRE PROMPT REPAIR OF PIPELINE AS A PREREQUISITE TO THE RESUMPTION OF DREDGING.

10. THE CONTRACTOR SHALL MAINTAIN HIS PIPELINES SO AS TO ALLOW CONTINUOUS BOAT ACCESS TO AND FROM MARINAS, COMMERCIAL BOAT YARDS, AND NAVIGABLE WATERS. THE CONTRACTOR SHALL RESTRICT PRIVATE AND COMMERCIAL BOAT TRAFFIC ONLY AS REQUIRED TO INSURE PUBLIC SAFETY.

11. IN THE EVENT THE CONTRACTOR ELECTS TO SUBMERGE HIS PIPELINE, THE PIPELINE SHALL REST ON THE BOTTOM, AND THE TOP OF THE SUBMERGED PIPELINE AND ANY ANCHOR SECURING THE SUBMERGED PIPELINE SHALL BE NO HIGHER THAN THE NAVIGABLE PROJECT DEPTH FOR ANY NAVIGATION CHANNEL. IN WHICH THE SUBMERGED PIPELINE IS PLACED, SHOULD THE CONTRACTOR ELECT TO USE A PIPELINE MATERIAL THAT IS BUOYANT OR SEMI-BUOYANT, SUCH AS PVC PIPE OR SIMILAR LOW-DENSITY MATERIALS, THE CONTRACTOR SHALL SECURELY ANCHOR THE PIPELINE TO PREVENT PIPELINE FROM LIFTING OFF THE BOTTOM UNDER ANY CONDITIONS, THE CONTRACTOR SHALL MAKE DAILY UNDERWATER INSPECTIONS OF THE SUBMERGED PIPELINE TO ENSURE BUOYANCY HAS NOT LOOSENED THE ANCHORS. THE CONTRACTOR SHALL REMOVE ALL ANCHORS WHEN THE SUBMERGED PIPELINE IS REMOVED. THE LOCATION OF THE ENTIRE LENGTH OF SUBMERGED PIPELINE SHALL BE MARKED WITH SIGNS, BUOYS, LIGHTS, AND FLAGS CONFORMING TO U.S. COAST GUARD AND MARITIME REGULATIONS.

12. SHOULD THE CONTRACTOR'S PIPELINE NOT REST AT THE BOTTOM, IT WILL BE CONSIDERED A FLOATING PIPELINE AND SHALL BE VISIBLE ON THE SURFACE AND CLEARLY MARKED WITH SIGNS, BUOYS, LIGHTS, AND FLAGS CONFORMING TO U.S. COAST GUARD AND MARITIME REGULATIONS. IN NO CASE WILL THE CONTRACTOR'S PIPELINE BE ALLOWED TO FLUCTUATE BETWEEN THE SURFACE AND THE BOTTOM, OR LIE PARTLY SUBMERGED. LIGHTS SHALL BE INSTALLED ON THE FLOATING PIPELINE AS REQUIRED IN PARAGRAPH "SIGNAL LIGHTS" BELOW. THE LIGHTS SHALL BE SUPPORTED EITHER BY BUOYS OR BY TEMPORARY PILING, PROVIDED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. WHERE THE PIPELINE DOES NOT CROSS A NAVIGABLE CHANNEL, THE FLASHING YELLOW ALL-AROUND LIGHTS SHALL BE SPACED NOT OVER 200 FEET APART, UNLESS CLOSER SPACING IS REQUIRED BY U.S. COAST GUARD PERSONNEL, IN WHICH CASE THE REQUIREMENTS OF THE U.S. COAST GUARD SHALL GOVERN. AT NO ADDITIONAL COST TO THE OWNER.

13. THE CONTRACTOR SHALL DISPLAY SIGNAL LIGHTS AND CONDUCT OPERATIONS IN ACCORDANCE WITH THE GENERAL REGULATIONS OF THE DEPARTMENT OF THE ARMY AND OF THE U.S. COAST GUARD GOVERNING LIGHTS AND DAY SIGNALS TO BE DISPLAYED BY DREDGES, AS SET FORTH IN COMMANDMENTS BY THE U.S. COAST GUARD AND THE CODE OF FEDERAL REGULATION TITLE 33.

14. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER THAT MATERIAL OR OTHER DEBRIS IS NOT PUSHED OUTSIDE OF DREDGING LIMITS OR OTHERWISE DEPOSITED IN EXISTING SIDE CHANNELS, BASINS, DOCKING AREAS, OR OTHER AREAS BEING UTILIZED BY VESSELS. THE CONTRACTOR WILL BE REQUIRED TO CHANGE HIS METHOD OF OPERATIONS AS REQUIRED TO COMPLY WITH THE ABOVE REQUIREMENTS. SHOULD ANY BOTTOM MATERIAL OR OTHER DEBRIS BE PUSHED INTO AREAS DESCRIBED ABOVE BECAUSE OF THE CONTRACTOR'S OPERATIONS, THE SAME MATERIALS MUST BE PROMPTLY REMOVED BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE U.S. COAST GUARD MARINE SAFETY OFFICE AND THE ENGINEER OF ANY MISPLACED MATERIAL (E.G., DREDGE PIPE, CABLE, DREDGED MATERIAL, ETC.)

15. THIS PROJECT MAY REQUIRE DREDGING IN THE VICINITY OF EXISTING TERMINAL PIERS, PILES, BULKHEADS, AND OTHER STRUCTURES AND PROPERTY. THE CONTRACTOR MUST TAKE EXTRA CARE TO CONTROL THE DREDGE IN THE VICINITY OF PROPERTY AND STRUCTURES. METHODS OF SECURING THE DREDGE AND DREDGE SPUDS AND/OR ANCHORS AND ANCHORS. ANY DAMAGE TO PRIVATE OR PUBLIC PROPERTY AND STRUCTURES RESULTING FROM THE CONTRACTOR'S DREDGING ACTIVITIES SHALL BE REPAIRED PROMPTLY AT THE CONTRACTOR'S EXPENSE. ANY DAMAGE TO STRUCTURES BECAUSE OF THE CONTRACTOR'S NEGLIGENCE WILL RESULT IN SUSPENSION OF DREDGING AND REQUIRE PROMPT REPAIR AT THE CONTRACTOR'S EXPENSE AND SUBJECT TO APPROVAL BY THE ENGINEER AS A PRE-REQUISITE TO THE RESUMPTION OF DREDGING.

16. THE CONTRACTOR SHALL PROMPTLY RECOVER AND REMOVE ANY MATERIAL, PLANT, MACHINERY, OR APPLIANCE WHICH THE CONTRACTOR LOOSES, DUMPS, THROWS OVERBOARD, SINKS, OR MISPLACES, AND WHICH, IN THE OPINION OF THE ENGINEER, MAY BE DANGEROUS TO OR OBSTRUCT NAVIGATION. IF REQUIRED BY THE ENGINEER, THE CONTRACTOR WILL MARK OR BUOY SUCH OBSTRUCTIONS. THE ENGINEER MAY HAVE THE OBSTRUCTIONS REMOVED BY A SEPARATE CONTRACT AND DEDUCT THE COST FROM ANY MONIES DUE OR BECOMING DUE TO THE CONTRACTOR, OR RECOVER THE COST UNDER THE CONTRACTOR'S BOND. THE CONTRACTOR'S LIABILITY FOR THE REMOVAL OF A VESSEL, WRECKED OR SUNK WITHOUT FAULT OF NEGLIGENCE IS LIMITED TO THAT PROVIDED IN SECTIONS 15, 19, AND 29 OF THE RIVER AND HARBOR ACT OF MARCH 3, 1899 (33 USC 410 ET SEQ.)

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INVESTIGATING AND VERIFYING THE LOCATIONS AND DEPTHS OF ALL UTILITIES. THE CONTRACTOR WILL TAKE PRECAUTIONS AGAINST DAMAGES WHICH MIGHT RESULT FROM HIS OPERATIONS, ESPECIALLY THE SINKING OF DREDGE SPUDS AND/OR ANCHORS INTO THE CHANNEL BOTTOM IN THE VICINITY OF UNDERWATER UTILITY CROSSINGS. IF ANY DAMAGE OCCURS BECAUSE OF HIS OPERATIONS, THE CONTRACTOR WILL BE REQUIRED TO SUSPEND DREDGING UNTIL THE DAMAGE IS REPAIRED AND APPROVED BY THE OWNER AND THE ENGINEER. COSTS FOR SUCH REPAIRS AND FOR THE DOWNTIME OF THE DREDGE AND ATTENDANT EQUIPMENT SHALL BE AT THE CONTRACTOR'S EXPENSE.

18. CONTRACTOR MAY ENCOUNTER SOLID WASTE (TIRES, CANS, BOTTLES, FIBROUS PLANT MATERIAL, BOARDS AND OTHER DEBRIS) WITHIN THE DREDGING TEMPLATE THAT CANNOT BE DREDGED AND/OR HYDRAULICALLY TRANSPORTED TO THE APPROVED DMMA. CONTRACTOR SHALL BE RESPONSIBLE FOR THE APPROPRIATE DISPOSAL OF SUCH MATERIAL.

19. CONTRACTOR SHALL ENSURE THAT ALL POSSIBLE MEASURES ARE EMPLOYED TO REDUCE THE AMOUNT OF NOISE PRODUCTIONS. CONTRACTOR SHALL TAKE PRECAUTIONS AGAINST THIS OPERATIONS TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS PERTAINING TO NOISE. ADDITIONALLY, CONTRACTOR SHALL INFORM ALL CREWMEMBERS OF THE NEED TO MAINTAIN A PROFESSIONAL MANNER WHILE ON THE JOB SITES, IN RADIO COMMUNICATIONS, AND IN DEALING WITH OTHER TEAM MEMBERS INVOLVED IN THE PROJECT. ALL HAULING AND EXCAVATING EQUIPMENT INCLUDING DREDGES, DREDGE BARGES, BOOSTER PUMPS, TUGS AND OTHER SUPPORT VESSELS, DOZERS, LOADERS, ETC. USED ON THIS WORK SHALL BE EQUIPPED WITH SATISFACTORY MUFFLERS AND/OR OTHER NOISE ABATEMENT DEVICES.

20. THE CONTRACTOR SHALL ENSURE THAT ALL WORK LIGHTS (AS OPPOSED TO SAFETY LIGHTING) ARE SHIELDED TO PREVENT THEM FROM SHINING ON RESIDENTIAL PROPERTY OR AREAS OUTSIDE OF THE IMMEDIATE WORKING AREA.

21. THROUGHOUT ALL PHASES OF THE PROJECT, THE CONTRACTOR SHALL REMAIN RESPONSIBLE FOR INSURING THAT ALL WORK COMPLES WITH THE REQUIREMENTS SPECIFIED IN THE PROJECT'S STATE AND FEDERAL PERMITS, COPIES OF WHICH ARE ATTACHED TO THE CONTRACT. THE CONTRACTOR SHALL BE SUBMITTED TO THE ENGINEER AS SOON AS THEY ARE AVAILABLE TO THE CONTRACTOR.

22. FAILURE TO MEET THE REQUIREMENTS OF THE PROJECT PERMITS AND/OR THESE SPECIFICATIONS FOR ENVIRONMENTAL PROTECTION MAY RESULT IN WORK STOPPAGES OR TERMINATION FOR DEFAULT. THE CONTRACTOR SHALL MAKE NO PART OF THE TIME LOST DUE TO ANY SUCH WORK STOPPAGES THE SUBJECT OF CLAIMS OR EXTENSIONS OF TIME OR EXCESS COSTS OR DAMAGES. IF THE CONTRACTOR FAILS OR REFUSES TO PROMPTLY REPAIR ANY DAMAGE CAUSED BY VIOLATION OF THE PROVISIONS OF THESE SPECIFICATIONS, THE ENGINEER MAY HAVE THE NECESSARY WORK PERFORMED AND CHARGE THE COST THEREOF TO THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR PAYMENT OF FINES RESULTING FROM VIOLATIONS OF CONDITIONS SET FORTH BY THE ENVIRONMENTAL PERMITS.

DREDGING SUBMITTALS-PRECONSTRUCTION

1. DREDGING WORK PLAN: WITHIN 7 CALENDAR DAYS AFTER NOTICE OF AWARD, CONTRACTOR SHALL SUBMIT TO ENGINEER FOR APPROVAL, A WORK PLAN TO ADDRESS METHODS OF DREDGING AND TRANSPORT OF DREDGED MATERIAL TO THE PROPOSED FILL AREA. THE PLAN SHALL INCLUDE DISCUSSION OF STAGING AREAS, PIPELINE CORRIDORS, PUBLIC SAFETY MEASURES, WORK SEQUENCING, DREDGE CONTROL METHODS, AND METHODS TO CONTROL DREDGE MATERIAL AT THE PLACEMENT AREA. THE CONTRACTOR SHALL DOCUMENT SPECIFIC PLACEMENT METHODS TO REDUCE TURBIDITY AND MINIMIZE LOSSES DUE TO INCREASED TIDAL VELOCITIES IN THE LEE OF THE EXISTING T-GROIN (WITHIN THE SCOUR CHANNEL).

2. UTILITY SURVEY: THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES (THROUGHOUT THE ENTIRE PROJECT LENGTH) PRIOR TO DREDGING. THE CONTRACTOR IS STRICTLY RESPONSIBLE FOR REPAIR OF ANY AND ALL DAMAGES RELATED TO UTILITIES AS A RESULT OF THIS PROJECT CONSTRUCTION.

3. NOTICE OF INTENT TO DREDGE: PRIOR TO THE COMMENCEMENT OF WORK ON THIS CONTRACT, THE CONTRACTOR SHALL NOTIFY THE U.S. COAST GUARD OF HIS INTENDED OPERATIONS TO DREDGE AND REQUEST THAT IT BE PUBLISHED IN THE LOCAL NOTICE TO MARINERS. THIS NOTIFICATION MUST BE GIVEN IN SUFFICIENT TIME SO THAT IT APPEARS IN THE NOTICE TO MARINERS AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF THIS DREDGING OPERATION. A COPY OF THE NOTIFICATION SHALL BE PROVIDED TO THE ENGINEER.

4. NOTIFICATION OF AIDS RELOCATION: UNLESS EXPRESSLY STATED IN THE PROJECT DRAWINGS, THE CONTRACTOR SHALL NOT REMOVE, CHANGE THE LOCATION OF, OBSTRUCT, WILLFULLY DAMAGE, MAKE FAST TO, OR INTERFERE WITH ANY AID TO NAVIGATION WITHOUT WRITTEN CONSENT FROM THE U.S. COAST GUARD. WITHIN SEVEN CALENDAR DAYS FOLLOWING RECEIPT OF THE NOTICE OF AWARD, THE CONTRACTOR SHALL NOTIFY THE U.S. COAST GUARD OF HIS PLAN TO DREDGE ADJACENT TO ANY AIDS WHICH REQUIRE RELOCATION TO FACILITATE DREDGING. THIS NOTIFICATION SHALL BE IMMEDIATELY FOLLOWED BY FORMAL WRITTEN REQUEST WITH A COPY TO THE ENGINEER. THE CONTRACTOR SHALL NOTIFY THE U.S. COAST GUARD FOR INFORMATION CONCERNING THE POSITION TO WHICH THESE AIDS WILL BE RELOCATED.

5. DREDGE LOCATION CONTROL: THE CONTRACTOR SHALL CONTINUOUSLY OPERATE ELECTRONIC POSITIONING EQUIPMENT ON THE DREDGE THAT WILL ACCURATELY COMPUTE AND PLOT THE DREDGE'S POSITION. THE CONTRACTOR SHALL FURNISH SUCH POSITIONS AND THE ACCOMPANYING POSITION PLOTS UPON REQUEST TO THE ENGINEER. THE REQUESTED REPORTS SHALL ALSO INCLUDE THE LOCATION OF THE MASTER ANTENNA ON THE DREDGE AND THE DISTANCE AND DIRECTION FROM THE MASTER ANTENNA TO THE BOTTOM OF THE EXCAVATION DEVICE. A PRINTOUT OF THE EXCAVATION DEVICE POSITIONS IN STATE PLANE COORDINATES AND THE EXCAVATION DEVICE DEPTHS CORRECTED FOR TIDE ELEVATION AND REFERENCED TO NAVD AND TIME SHALL BE MAINTAINED USING AN INTERVAL OF 2 MINUTES FOR EACH PRINTED FIX. THE REPORTS SHALL ALSO INCLUDE A PRINTED AND COMPUTER FILE (IN ASCII FORMAT) OF THE POSITION DATA. THE CONTRACTOR SHALL PREPARE A PLOT OF THE DATA THAT INCLUDES THE STATE PLANE COORDINATE GRID SYSTEM AND THE AUTHORIZED DREDGING LIMITS. NO DREDGING SHALL TAKE PLACE OUTSIDE THE AUTHORIZED DREDGING LIMITS (HORIZONTAL AND VERTICAL) AS SHOWN ON THE PROJECT DRAWINGS. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL FURNISH SPECIFICATIONS FOR THIS EQUIPMENT, CALIBRATION INFORMATION, AND LIMITS OF ACCURACY.

DREDGING SUBMITTALS-CONSTRUCTION

1. DAILY REPORT OF OPERATIONS: FOR EACH 24-HOUR PERIOD OF DREDGING OPERATIONS, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO ENGINEER ONE COPY OF THE DAILY REPORT OF OPERATIONS SHOWING THE PROGRESS OF THE DREDGING. CONTRACTOR SHALL SUBMIT THESE REPORTS IN ADOBE PDF FORMAT TO ENGINEER BY 5:00 PM ON THE DAY FOLLOWING THE 24-HOUR PERIOD COVERED BY THE REPORT. UPON COMPLETION OF THE JOB, CONTRACTOR SHALL SUMMARIZE THE DAILY REPORTS IN A CONSOLIDATED JOB REPORT AND SUBMIT THIS REPORT TO ENGINEER. THE DAILY REPORTS SHALL SUMMARIZE PROGRESS OF DREDGING, MATERIAL ENCOUNTERED, DREDGE DOWN TIME, ENVIRONMENTAL COMPLIANCE, AND SHALL DESCRIBE ANY PROBLEMS ENCOUNTERED, VIOLATIONS, AND CORRECTIVE ACTIONS TAKEN. THE DAILY REPORT OF OPERATIONS SHOULD ALSO RECORD THE PLACEMENT OPERATIONS AT THE APPROVED BEACH FILL SITE.

PLACEMENT OF DREDGED MATERIALS

1. THE CONTRACTOR SHALL SUPPLY ALL LABOR, EQUIPMENT, PLANT, SUPPLIES AND MATERIAL TO PLACE THE DREDGED MATERIAL IN THE PROPOSED FILL AREAS AS APPROVED BY THE OWNER AND ENGINEER AND IN A MANNER CONSISTENT WITH REGULATORY AND PERMIT REQUIREMENTS. THE EXCAVATED DREDGED MATERIAL SHALL BE BROUGHT TO REST ON THE NORRIEGO POINT BEACH WITHIN THE LINES, GRADES, AND CROSS SECTIONS SHOWN ON THE DRAWINGS ONLY UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER. THE ENGINEER MAY REQUIRE THE CONTRACTOR TO REMOVE ANY MATERIAL DEPOSITED OUTSIDE OF THE DESIGNATED FILL AREAS IN

THE DRAWINGS.

2. PRIOR TO PLACEMENT OF FILL, THE CONTRACTOR SHALL REMOVE FROM THE SITE OF THE WORK ALL SNAGS, DRIFTWOOD, AND SIMILAR DEBRIS LAYING WITHIN THE FILL LIMITS. ALL MATERIAL REMOVED FROM THE PROPOSED FILL AREAS SHALL BE DISPOSED OF IN AREAS PROVIDED BY AND AT THE EXPENSE OF THE CONTRACTOR.

3. THE CONTRACTOR SHALL PROVIDE QUALIFIED PERSONNEL TO MONITOR, SCHEDULE AND CONTROL THE PLACEMENT OF DREDGED MATERIAL ON NORRIEGO POINT WITHIN THE DESIGNATED FILL AREAS. THE PERSONS MONITORING AND CONTROLLING SAND PLACEMENT SHALL HAVE A PHONE, RADIO, OR OTHER DIRECT COMMUNICATION CONTACT WITH THE DREDGE OR OTHER PLANT THAT IS SUPPLYING MATERIAL TO THE FILL AREA. THE DREDGE EQUIPMENT SHALL BE CAPABLE OF IMMEDIATE SHUTDOWN TO AVOID EXCESSIVE EROSION OF PLACED MATERIAL OR AS NEEDED TO SATISFY WATER QUALITY CRITERIA. THERE SHALL BE NO COMPENSATION TO THE CONTRACTOR FOR INTERRUPTIONS TO PLACEMENT OPERATIONS.

4. THE CONTRACTOR SHALL LOCATE THE PIPELINE DISCHARGE POINT AS FAR LANDWARD AS PRACTICAL AND UTILIZE TEMPORARY LONGITUDINAL DIKES AND SPREADER PIPE TO RETAIN THE FILL WITHIN THE BEACH FILL AREA, PREVENT GULLYING AND EROSIONAL LOSSES OF THE BEACH FILL, AND MAINTAIN WATER QUALITY REQUIREMENTS. LONGITUDINAL DIKES SHALL HAVE SUFFICIENT SLOPE, WIDTH, ELEVATION AND FREEBOARD TO INHIBIT THE POSSIBILITY OF DIKE FAILURE AND THE UNCONTROLLED RELEASE OF WATER AND MATERIALS. THE IMPACTS OF SUCH A FAILURE WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. SHOULD WATER QUALITY VIOLATIONS OCCUR, THE CONTRACTOR SHALL BE REQUIRED TO IMPLEMENT CORRECTIVE ACTIONS SUCH AS EXTENDED LONGITUDINAL DIKES OR INSTALLATION OF TURBIDITY CURTAINS TO ENSURE WATER QUALITY IS MAINTAINED.

5. THE BEACH SHALL BE CONSTRUCTED IN A UNIFORM MANNER TO REDUCE LOSSES OF DREDGE MATERIAL FROM THE BEACH FILL TEMPLATE AND PROVIDE UNIFORM GRADES AND CROSS SECTIONS. THE CONTRACTOR SHALL MAINTAIN AND PROTECT THE FILL IN A SATISFACTORY CONDITION AT ALL TIMES.

6. THE CONTRACTORS PLACEMENT METHODS SHALL ACCOUNT FOR THE TIDAL CURRENTS AND WAVES ALONG THE NORTHERN PORTION OF THE PROJECT AREA. THE ENGINEER MAY APPROVE ALTERNATIVE METHODS FOR FILL PLACEMENT TO REDUCE POTENTIAL LOSSES DUE TO INCREASED TIDAL VELOCITIES LANDWARD OF THE EXISTING T-GROIN. SUCH METHODS MAY INCLUDE STOCKPILING A LARGE QUANTITY OF MATERIAL AND PUSHING THE MATERIAL OFFSHORE TO SEVER THE TIDAL CHANNEL.

7. THE FILL SHALL BE FREE OF CLAY LENSES, ROCK, OR SILT POCKETS. ANY SUCH MATERIAL REMAINING IN THE FILL SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR OFF SITE OR AS APPROVED BY THE ENGINEER.

8. GRADING AND OTHER CONSTRUCTION EQUIPMENT WILL NOT BE PERMITTED OUTSIDE THE PROJECT BOUNDARY AND STAGING AREA LINES SHOWN ON THE DRAWINGS EXCEPT FOR DESIGNATED INGRESS AND EGRESS TO AND FROM THE PROJECT SITE. TRACKED EQUIPMENT SHALL NOT BE PERMITTED TO OPERATE WITHIN 50 FEET OF ANY SEAWALL, BUILDING, GROIN, JETTY OR OTHER STRUCTURE AS DETERMINED BY THE ENGINEER.

9. GRADE STAKES AND ANY OTHER STAKES FOR ANY PURPOSE SHALL BE MADE OF STEEL PIPE THAT WILL BE REMOVED INTACT AFTER FILLING TO CROSS SECTIONS. ALL STAKES SHALL HAVE SUFFICIENT LENGTH ABOVE GRADE SO THE MAY NOT BE ACCIDENTALLY COVERED BY FILL. IT IS THE CONTRACTORS RESPONSIBILITY TO TRACK, LOCATE, AND COMPLETELY REMOVE ALL GRADES STAKES IN THEIR ENTIRETY TO THE SATISFACTION OF THE ENGINEER.

10. GROINS, BULKHEADS, REVETMENTS, PIERS, BREAKWATERS, OR OTHER STRUCTURES WITHIN THE FILL SECTION SHALL BE PROTECTED BY THE CONTRACTOR TO PREVENT DAMAGE TO THE CONTRACTOR'S OPERATIONS. IN AREAS WHERE STRUCTURES PROHIBIT TYING THE PROPOSED FILL INTO THE EXISTING GRADE, THE FILL TEMPLATE MAY BE MODIFIED AS REQUIRED BY THE ENGINEER OR AN EQUAL VOLUME OF SAND SHALL BE STOCKPILED ADJACENT TO THE STRUCTURES AS APPROVED BY THE ENGINEER.

11. IMMEDIATELY FOLLOWING PLACEMENT OF THE NEW BEACH FILL, THE CONTRACTOR SHALL GRADE, LEVEL, AND DRESS THE BEACH FILL TO MEET THE REQUIRED ELEVATIONS AND DIMENSIONS INDICATED ON THE DRAWINGS. DRESSING SHALL INCLUDE THE REMOVAL OF HUMPS, DEPRESSIONS, UNDRAINED POCKETS, ACCESS RAMPS, ETC. THE CONTRACTOR WILL NOT BE REQUIRED TO DRESS THE FILL BELOW THE MEAN HIGH WATER LINE TO THE SLOPES SHOWN ON THE DRAWINGS.

12. A TOLERANCE OF 0.5 FT BELOW AND 0.5 FT ABOVE THE PRESCRIBED BERM GRADE AND SLOPES, ABOVE THE WAVE ZONE, WILL BE PERMITTED IN THE FINAL GRADING.

13. ALL BEACH FILL WORK SHALL BE CONFINED TO THE CONTRACTORS WORK AREA. THE CONTRACTOR SHALL EXCLUDE THE PUBLIC FROM THE WORK AREA IN THE IMMEDIATE VICINITY OF HIS DREDGING, TRANSPORTING, AND DISPOSAL OPERATIONS. THE CONTRACTOR SHALL PREVENT PUBLIC ACCESS TO THE PIPELINE DISCHARGE AND SHALL ERECT, MAINTAIN AND MOVE AS NECESSARY A RESTRICTIVE BARRIER AROUND DISCHARGE AND FILL AREAS.

14. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN PEDESTRIAN ACCESS TO THE BEACH AREA OUTSIDE OF THE CONTRACTORS WORK AREA TO THE GREATEST EXTENT PRACTICAL.

15. THE CONTRACTOR SHALL NOT DAMAGE EXISTING VEGETATION AROUND THE BEACH FILL AREA. DREDGE PIPELINE AND FILL EQUIPMENT SHALL NOT BE PLACED OR OPERATED ON VEGETATED AREAS.

GRADING

1. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS TO ACCOMPLISH THE GRADING INTENT. ALL SLOPES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER PRIOR TO DEMOBILIZATION OF GRADING EQUIPMENT TO DETERMINE THAT THE GRADING INTENT HAS BEEN ACHIEVED.

2. UNIFORM SMOOTH GRADE THE SITE. DEPRESSIONS FROM SETTLEMENT SHALL BE FILLED AND COMPACTED. TOPS OF EMBANKMENTS AND BREAKS IN GRADE SHALL BE ROUNDED. FINISHED SURFACES SHALL BE REASONABLY SMOOTH, COMPACTED, FREE FROM IRREGULAR SURFACE CHANGES AND COMPARABLE TO THE SMOOTHNESS OBTAINED BY BLADE-GRADER OPERATIONS.



Bryan Osborn, PE
FL License No.: 79922

Table with columns for Date, Revision, and Addendum #. Includes dates 12/16/2025 and 12/17/2025, and addendum numbers 3 and 1.

Designed: B.OSBORN
Drawn: T.NEWMAN
Checked: B.OSBORN
Job No.: 1025.001
Date: 11/18/2025

GENERAL NOTES
NORRIEGO POINT HARBOR RESTORATION
DESTIN / OKALOOSA / FL

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No.
CEO.2



N

120 0 120 240

**Graphic Scale in Feet**

**LEGEND:**

- PROPOSED DREDGING AREA
- PROPOSED FILL AREA
- SECTION VIEW EVERY 100'

**ESTIMATED QUANTITIES:**

DREDGE :15,249 CY (INCLUDES ALLOWABLE OVERDREDGING)  
 FILL: 14,620.52 CY

**Anchor CEI**  
 Engineering that works.

P. 850.215.1286 • F. 850.215.1286  
 450 Magnolia Avenue, Panama City, FL 32401  
 CA Number: 31422

Brian Osborn, PE  
 FL License No.: 79822

No.	Date	Revision
1	12/16/2025	ADDENDUM # 3
2	12/11/2025	ADDENDUM # 1

Designed: B.OSBORN  
 Drawn: T.NEWMAN  
 Checked: B.OSBORN  
 Job No.: 1025.001  
 Date: 11/18/2025

**DREDGE PLAN**

**NORRIEGO POINT HARBOR RESTORATION**

DESTIN / OKALOOSA / FL

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No.  
**CE1.1**

**Sunshine 811**

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

*Check positive response codes before you dig!*

ADDENDUM NO. 3

CITY OF DESTIN, FLORIDA  
REQUEST FOR BIDS RFB NO. 25-16-PW  
NORRIEGO DREDGING PROJECT

DECEMBER 16, 2025



# ATTACHMENT C Updated Price Proposal Sheet



**EXHIBIT C - BID PROPOSAL FORM**

**PRICE PROPOSAL SHEET**

DESTIN, FLORIDA

RFB NO. 25-16-PW, NORRIEGO POINT HARBOR RESTORATION PROJECT

BIDDER NAME:

Item No.	Unit	Amt	Description	Unit Price	Total Price
<b>SECTION 1 - GRADING</b>					
1.1	LS	1	<b>Mobilization / Demobilization including City Permits</b>	\$	\$
1.2	LS	1	<b>Bonds and Insurance</b>	\$	\$
1.3	LS	1	<b>Post-Construction Bathymetric "As-Built" Survey</b>		
<b>SECTION 2 - DREDGE AND FILL</b>					
2.1	CY	<b>12,483</b>	<b>Sand Dredge, Transfer, and Placement - Sta: 0+00 to 16+50</b>	\$	\$
2.2	LS	1	<b>Turbidity Curtain</b>	\$	\$
2.3	CY	30	<b>Trash/Debris Disposal</b>	\$	\$
			<b>TOTAL BASE BID:</b>	\$	\$

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$

**ALTERNATE BID ITEMS**

4.1	CY	2,766	<b>Sand Dredge, Transfer, and Placement - Sta: 16+50 to 41+21</b>	\$	\$
4.2	LS	1	<b>Shorebird Monitoring, if required (to Start on February 15, 2026 until completion)</b>	\$	\$
				\$	\$
			<b>TOTAL ALTERNATE BID ITEMS:</b>	\$	\$

**NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.**

**NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard**

**RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION**

\* Noise Ordinance hours

PRE-BID MEETING SIGN-IN SHEET

PROJECT Norriego Dredging Project RFB 25-16-PW

DATE: 12/2/25 TIME: 10:00 am LOCATION HELD: City Hall / Teams

Please Print

NAME	TITLE	COMPANY	PHONE #	E-MAIL USERID
Keith Ayres	P.S.	Viking	815 315-3255	K.Ayres@Vikingdredging.com
Josh Livingston	GC	Complete Site Service	850 578 6907	complete.siteservice@gmail.com
DAVID NELSON	PROJECT MGR	AME ENGINEERS	850 207 8446	david.nelson@amengr.com
<del>TERRY NELSON</del>	<del>PROJECT MGR</del>	<del>AME ENGINEERS</del>	<del>315 482 6600</del>	<del>tnelson@amengr.com</del>
Michael Burgess	Dir. of PD+EM	City of Destin	850-837-6869	mburgess@cityofdestin.com
Bryan Osborn	Engineer	Anchor CEI	850-830-9184	bosborn@anchorcei.com
Robert Tomaset	City Engineer	City of Destin	850-654-1119	rtomaset@cityofdestin.com
Teri Ozard	Grants & Projs. Mgr.			
* On Teams *				
Chris Coughlin		Gator Dredging	727-527-1300	c.clausen@gatordredging.com
Rusi Paley	* Left meeting	Viking Dredging	?	rpaley@vikingdredging.com
Matt Trammell			850-585-5216	mtrammell@cumminscedarberg.com

Cummins cedarberg.com

BID OPENING SUMMARY

DESTIN CITY HALL BOARDROOM  
THURSDAY, DECEMBER 23, 2025  
2:00 PM

RFB 25-16-PW  
Norriego Point Harbor Restoration Project

\*\*BIDDERS:

Base Bids

- |    |                             |                      |
|----|-----------------------------|----------------------|
| 1) | <u>GATTN DREDGING</u>       | \$ <u>376,076</u>    |
| 2) | <u>COMPLETE SITE SOURCE</u> | \$ <u>658,825.20</u> |
| 3) | _____                       | \$ _____             |
| 4) | _____                       | \$ _____             |
| 5) | _____                       | \$ _____             |
| 6) | _____                       | \$ _____             |

Present at the bid opening:

Rey Bailey – City Clerk

Kim Montgomery – Deputy City Clerk

\_\_\_\_\_  
\_\_\_\_\_

\*\*Unless otherwise indicated, all bids were sealed and read aloud.