

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

Marjory Stoneman Douglas Building • 3900 Commonwealth Boulevard • Tallahassee, Florida 32399
Tom Gardner, Executive Director

July 9, 1990

Mr. T. J. "Jerry" Greeson
Executive Office of the Clerk
Nassau County
Post Office Box 1010
Fernandina Beach, Florida 32034

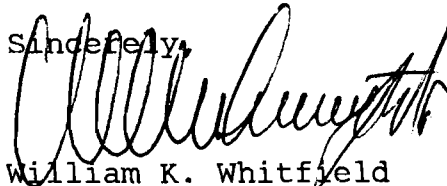
Dear Mr. Greeson:

Attached is an original copy of the DNR/Nassau contract for the Nassau County Dune Protection Project.

Please take note that the contract expires on April 13, 1991.

We look forward to working with you on this project.

Sincerely,



William K. Whitfield
Environmental Specialist
Office of Beach Erosion Control
Division of Beaches and Shores

WKW/bc



DNR Contract # C-6491

AGREEMENT

THIS AGREEMENT is entered into this 9th day of July, 1990, between the FLORIDA DEPARTMENT OF NATURAL RESOURCES (hereinafter referred to as the "DEPARTMENT") and Nassau County (herein referred to as the "LOCAL SPONSOR") for the PROJECT described herein.

In consideration of the mutual benefits to be derived herefrom, the DEPARTMENT and LOCAL SPONSOR do hereby agree as follows:

1. The LOCAL SPONSOR agrees to implement the erosion control project known as Nassau County Dune Protection Project (hereinafter referred to as the PROJECT), as defined herein, and to complete said PROJECT upon the term and conditions set forth in this Agreement and in accordance with DEPARTMENT permit number NA-157, dated April 13, 1990, which is attached hereto as Exhibit "A".

2. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs for the PROJECT are as follows:

<u>Items</u>	<u>75%</u> <u>Department</u>	<u>Estimated Cost</u> <u>25%</u> <u>Local Sponsor</u>	<u>Total</u>
Construction of			
4 dune overwalks	\$43,500.00	14,500.00	58,000.00
Sand Fencing	<u>6,500.00</u>	<u>2,167.00</u>	<u>8,667.00</u>
TOTAL	50,000.00	16,667.00	66,667.00

NOTE: It is acknowledged the above COSTS are estimates and are not budget line-item costs. Excess funds in one item may be transferred to another item if needed.

The DEPARTMENT and the LOCAL SPONSOR further agree that any and all activities associated with the PROJECT that are not shown in the above eligible item listing are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The DEPARTMENT's financial obligation shall not exceed the sum of \$50,000.00 for this PROJECT or 75% of the actual eligible PROJECT cost, whichever is less. The LOCAL SPONSOR shall be responsible for all other costs.

3. In connection with this Agreement, it is acknowledged that at all times the LOCAL SPONSOR is not acting as an employee of the State of Florida and neither the LOCAL SPONSOR nor its employees are entitled to accrue any benefits and any other rights or privileges connected with employment in the Florida Career Service.

4. As consideration for the work performed by the LOCAL SPONSOR under the terms of this Agreement, the DEPARTMENT shall pay the LOCAL SPONSOR as specified herein. The LOCAL SPONSOR will submit a request for reimbursement of funds on such forms, as attached hereto as Exhibit "B", not more frequently than monthly. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Administrator and the LOCAL SPONSOR Project Financial Officer and submitted to the DEPARTMENT as a payment request along with an interim report of the status of the PROJECT. The DEPARTMENT's Contract Manager has 30 days after receipt of an interim report and billing to determine that the work has been accomplished prior to approving the billing for payment. Upon approval of the payment request the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR less ten percent (10%) which will be retained on account. The cumulative amount retained shall be disbursed to the LOCAL SPONSOR when the PROJECT is certified completed by the LOCAL SPONSOR and DEPARTMENT staff. A final PROJECT certification inspection by the DEPARTMENT staff shall be made not more than 60 days after the PROJECT has been certified as complete by the LOCAL SPONSOR. All reimbursement request shall be submitted in sufficient detail for a proper pre-audit and post-audit review. All requests for reimbursement of travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

5. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate of one (1) percent per month, calculated on a daily basis on the unpaid balance, if a warrant in payment of an invoice is not issued within 40 days after receipt of a correct invoice and receipt, inspection, and approval of the goods or services.

6. This Agreement shall begin on the date of execution by both parties and end on April 13, 1991, inclusive.

7. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

8. The LOCAL SPONSOR agrees that it will make every reasonable effort to insure the continued public ownership of those lands at the PROJECT site and further agrees to make every reasonable effort to insure the maintenance of the public access and vehicular parking area at the PROJECT site during the life of the PROJECT.

9. The LOCAL SPONSOR will not discriminate against anyone with regard to race, creed, sex, national origin, or location of user's residence during or after construction of the PROJECT. The LOCAL SPONSOR will comply with all federal, state, and local laws, ordinances, rules, and regulations regarding discrimination.

10. The LOCAL SPONSOR hereby insures that it has in force and shall maintain in force throughout the PROJECT period insurance coverage, which most nearly reflects the operation of the LOCAL SPONSOR, which is necessary for the PROJECT, and which is appropriate and allowable pursuant to Florida Statutes.

11. The LOCAL SPONSOR shall save and hold harmless and indemnify the State of Florida against any and all liability, claims, or death of any person or persons and for loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Agreement, resulting in whole or in part from the negligent acts or omissions of the LOCAL SPONSOR, his subcontractor, or any of the employees, agents or representatives of the LOCAL SPONSOR or subcontractor, to the extent allowed by law.

12. This Agreement may be cancelled by either party, with or without reason, by giving 30 days written notice to the other party. Said notice shall be sufficient if delivered personally or be certified mail to the address as contained herein. In case of cancellation, only amounts accrued to the date of cancellation shall be due and payable.

13. The LOCAL SPONSOR will permit the DEPARTMENT's staff to examine all PROJECT records and grant them rights to audit any PROJECT books, documents, and papers during the PROJECT and following completion of the PROJECT. The LOCAL SPONSOR shall maintain the records, books, documents, and papers for at least three (3) years following completion of the PROJECT.

14. This Agreement may be cancelled by the DEPARTMENT without prior notice for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL SPONSOR in conjunction with this Agreement.

15. William K. Whitfield, Environmental Specialist III, or his successor is hereby designated the DEPARTMENT's Contract Manager for the purpose of this Agreement and shall be responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison with the LOCAL SPONSOR and approve all invoices prior to payment.

16. The LOCAL SPONSOR will appoint a Liaison Officer to be responsible for the implementation of the provisions of this Agreement and for the submission of progress reports at least every 90 days from the date of the execution of this Agreement until the PROJECT is certified complete. Each progress report shall be submitted to the DEPARTMENT within 15 days after the due date of the progress report.

17. Any and all notices shall be delivered to the parties at the following addresses:

DEPARTMENT

LOCAL SPONSOR

Department of Natural Resources
Division of Beaches and Shores
Office of Beach Erosion Control
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

Nassau County Board
of County Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32034

18. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

19. The LOCAL SPONSOR shall, at a minimum, comply with the monetary limits for competitive acquisition of both materials and services as required by Chapter 287, and written documentation shall be maintained to justify and departure from this requirement. Chapter 287, Florida Statutes, is expressly made a part of this Agreement and is incorporated herein by reference as if fully set forth.

20. For this PROJECT, labor, direct and stock material, and contractual services, as specified in Exhibit "B", are eligible for reimbursement.

21. The provisions of Chapter 16B-36, Florida Administrative Code, entitled Beach Erosion Control Assistance Program, and Chapter 16A-11, Florida Administrative Code, entitled Grant and Contract Accountability Policy, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.

22. Any inequities that may subsequently appear in this Agreement shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

23. This Agreement represents the entire Agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing and signed by each of the parties hereto, and attached to the original of this Agreement.

24. This Agreement shall be executed in duplicate, each copy of which shall for all purposes be considered an original.

WITNESS WHEREOF, the parties have caused these present to be duly executed, the day and year first above written.

Nassau County

LOCAL SPONSOR


BY: 


Chairman

DEPARTMENT

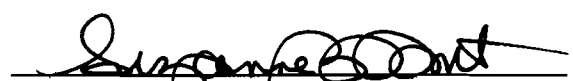
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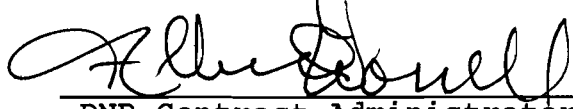
FOR Executive Director's
Signature or his Designee

Witness: 

Witness: 

Approved as to form and legality:


DNR Attorney


DNR Contract Administrator


DNR Contract Manager

Exhibit A

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

Marjory Stoneman Douglas Building • 3900 Commonwealth Boulevard • Tallahassee, Florida 32399

Tom Gardner, Executive Director

April 14, 1990

CERTIFIED MAIL

Nassau County
Board of County Commissioners
c/o William Lecher, P.E.
Post Office Box 1010
Fernandina Beach, Florida 32034

Dear Mr. Lecher:

NOTICE TO PROCEED, PERMIT NUMBER: NA-157

PERMITTEE NAME: Nassau County Board of County Commissioners

Your request for a permit pursuant to Section 161.053, Florida Statutes, for construction or other activities seaward of the coastal construction control line, has been administratively approved by the Chief of the Bureau of Coastal Engineering and Regulation. However, prior to commencement of construction the permittee must comply with the requirements of Special Permit Condition 1.

Please read the permit and permit conditions closely before starting construction. Particularly note that General Permit Condition 3(g) pertains to the enclosed final certification of completeness form which must be provided to the Department. Failure to comply with the permit, including the various reporting requirements contained in the permit conditions, will result in issuance of a violation notice or order to cease and desist all activities authorized by the permit. The Department may order illegal construction removed and legal remedies pursuant to Chapter 161 and 775, Florida Statutes, including but not limited to fines of up to \$10,000 for each day of violation. Any notice of violation, including notice of delinquent periodic reports, will be mailed directly to the property owner.

The permit will expire one year after the date of issuance of the final order. Upon receipt of a written request signed by the permittee or authorized agent, the Department will consider extending the permit for up to but no more than one additional year. Pursuant to Section 16B-33.017, Florida Administrative Code, the Department may grant no extension of time past a total of three years after the date of the approval of the permit. In order to be considered, the time extension request must meet all requirements of Section 16B-33.017, Florida Administrative Code. You must apply for a new permit for completion of any work not accomplished under the original permit. Although you may apply for a new permit, there is no assurance that such new permit for the same construction or activities would be approved.



William Lecher, P.E.
Permit Number NA-157
Page Two

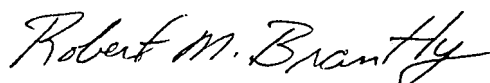
The enclosed permit represents an agency determination. Any person substantially affected by this determination has the right to request an administrative hearing, to be conducted in accordance with the provisions of Section 120.57, Florida Statutes. Should you desire such an administrative hearing, the Department must receive your petition requesting such a hearing within twenty-one (21) days of your receipt of this correspondence. If no petition for a hearing is received within the allotted time period, then the enclosed permit will constitute final agency action, reviewable by the district court of appeal pursuant to the provisions of Section 120.68, Florida Statutes. Notice of appeal must be filed within (30) days of rendition of the order, as provided for by Rule 9.110, Florida Rules of Appellate Procedure.

You are advised that notice of this agency's final action on this permit has been given to other interested parties. They have twenty-one days from receipt of the notice to exercise any rights they may have under Chapter 120, Florida Statutes. Actions undertaken by you under this permit, during this period may be subject to modification, removal or restoration.

The authorized work is strictly limited to that described on the enclosed final order. Please direct any questions pertaining to this permit to me by letter at the above address, or by telephone at 904/487-4475.

Sincerely,

DIVISION OF BEACHES AND SHORES



Robert M. Brantly, Engineer
Bureau of Coastal Engineering
and Regulation

RMB/dr
Enclosures
Certified Mail #P 422 973 246
cc: Document Control
Area Inspector
Kris Christie
Nassau County Board of County Commissioners

FINAL CERTIFICATION

**MAIL TO: Bureau of Coastal Engineering and Regulation
Division of Beaches and Shores
Florida Department of Natural Resources
3900 Commonwealth Boulevard
Tallahassee, Florida 32303**

This is to certify that work under permit number NA-157 for construction or other activities seaward of the coastal construction control line pursuant to Section 161.053, Florida Statutes, which was granted by the Florida Department of Natural Resources, to Nassau County Board of County Commissioners, was inspected by the undersigned and was found to be acceptable and satisfactory in accordance with the approved plans and project description, and with all conditions of the permit. All permitted construction or activities have been completed, and no unpermitted construction or activities have occurred. Location and elevations specified by the permit and approved plans have been verified and found to be correct, and topography and vegetation have been either preserved or restored as required by the permit.

Signature (Seal) Date

Registered Engineer or Architect
State of Florida Registration Number _____

FOR WORK INCLUDING: Authorization to construct six elevated wooden dune walkway structures and to erect sand fencing.

NOTE: Any deviations from the permit, and any portions of the permitted work not actually performed, shall be noted and described in detail as an exception to this certification.



FLORIDA DEPARTMENT OF NATURAL RESOURCES
Division of Beaches and Shores
Bureau of Coastal Engineering and Regulation
Marjory Stoneman Douglas Bldg.
3900 Commonwealth Blvd.
Tallahassee, Florida 32399
(904) 488-3180

PERMIT NUMBER: NA-157

PERMITTEE

Board of County Commissioners of Nassau County
c/o William Lecher, P.E.
County Engineer
Post Office Box 1010
Fernandina Beach, Florida 32034

ADMINISTRATIVELY APPROVED PERMIT FOR CONSTRUCTION OR OTHER
ACTIVITIES PURSUANT TO SECTION 161.053, FLORIDA STATUTES

FINAL ORDER

FINDINGS OF FACT: An application for authorization to conduct the activities seaward of the coastal construction control line which are indicated in the project description, was filed by the applicant/permittee named herein on March 15, 1990, and was determined to be complete pursuant to rule on March 15, 1990. The application was considered by the Chief of the Bureau of Coastal Engineering and Regulation on behalf of the Department of Natural Resources.

CONCLUSIONS OF LAW: After considering the merits of the proposal and any written objections from affected persons, the Department finds that on compliance with the permit conditions, the activities indicated in the project description are of such a nature that they will result in no significant adverse impacts to the beach/dune areas or to adjacent properties; that the work is not expected to adversely impact nesting sea turtles, their hatchlings, or their habitat; that the work is expendable in nature and/or is appropriately designed in accordance with Section 16B-33.007, Florida Administrative Code; and that it is an activity or type of construction which the Bureau Chief has authority to approve or deny pursuant to subdelegated authority BS-5(h), Administrative Directive DNR 140, effective June 21, 1988. Based on the foregoing considerations, the Bureau Chief approves the application; authorizes construction and/or activities at the location indicated below in strict accordance with the project description, the approved plans (if any) which are attached and are by this reference incorporated herein, and the conditions provided in Section 16B-33.015, Florida Administrative Code; and also imposes any additional conditions shown below, pursuant to Paragraph 16B-33.015(3)(u), Florida Administrative Code.

EXPIRATION DATE: April 13, 1991.

LOCATION: (1) Peter's Point Park, between approximately 100 feet and 730 feet south of the Department of Natural Resources' (DNR) reference monument R-47; (2) New Scott Road Park, between approximately 409 feet and 560 feet north of DNR reference monument R-52; (3) American Beach, between approximately 650 feet and 660 feet south of DNR reference monument R-57; and (4) Burney Park, between approximately 0 feet and 300 feet north of DNR reference monument R-59, in Nassau County.

PROJECT DESCRIPTION: The applicant/permittee is authorized to construct six elevated, pile-supported, wooden dune walkway structures in accordance with the approved plans and special permit conditions incorporated into this permit by reference. The permittee may also erect sand fence as a barrier to vehicular and pedestrian traffic.

SPECIAL PERMIT CONDITIONS:

1. Prior to commencement of construction activity authorized by this permit, a preconstruction conference shall be held at the site among the contractor, the owner or authorized agent, and a staff representative of the Bureau of Coastal Engineering and Regulation to establish an understanding among the parties as to the items specified in the special and general conditions of the permit. The proposed locations of the structures shall be staked out for the conference.




Board of County Commissioners of Nassau County
c/o William Lecher, P.E.
County Engineer
Permit Number: NA-157
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2. The deck of the walkover structures shall maintain an elevation above the existing dune vegetation canopy, and at least 36 inches above grade. The walkovers shall extend at least up to the existing line of vegetation but not further than 10 feet seaward of the vegetation. The optimum siting of the walkover structures shall be determined by the staff representative of the Bureau of Coastal Engineering and Regulation during the preconstruction conference to provide maximum protection to the existing dune topography and vegetation located on the site.

Approved plans are incorporated into this permit by reference.

Done and ordered this 13th day of April 1990, in Tallahassee, Florida, and filed with the Department Clerk.

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES



ALFRED B. DEVEREAUX, JR., CHIEF
BUREAU OF COASTAL ENGINEERING
AND REGULATION

(1) Upon final agency action, whether by the Governor and Cabinet, the Executive Director, or the Division Director or staff designee, the staff shall prepare and mail to the applicant, local governments, and all persons requesting it, the final agency order.

(2) If a permit application is approved, the final agency order shall include or incorporate a permit placard and one set of plans bearing the stamp of approval by the staff and the signature of the appropriate staff member.

(a) The placard must remain conspicuously displayed on the construction site and the approved plans must be available at the site for inspection by representatives of the Department during ordinary working hours and at any other time that construction work proceeds on the site for the duration of construction, and for up to 90 days after the final certification is received by the Department.

(b) Failure to display the placard or to make the approved plans available for inspection during construction may result in the staff suspending or halting work until the placard is displayed, and/or the approved plans are made available for inspection at the construction site, and may result in assessment of civil fines pursuant to Section 161.054, Florida Statutes.

(3) By accepting the permit, the applicant agrees to the following conditions:

(a) The permittee shall carry out the work or activity for which the permit was granted in accordance with the plans and specifications which were approved by the Department. Any deviation therefrom shall be grounds for suspension of the work and revocation of the permit.

(b) The permittee shall conduct the work or activity authorized under the permit in such a way as to minimize the adverse impact upon the beach and dune system or adjacent property and structures;

(c) The permittee shall use extreme care to prevent any adverse or undesirable effects from authorized work or activity on the property of others. A permit authorizes no invasion of the property rights of others;

(d) The permittee shall allow any duly authorized member of the staff or duly empowered law enforcement officer to enter upon the premises associated with the project authorized by the permit for the purpose of ascertaining compliance with the terms of the permit and with rules of the Department;

(e) The permittee shall hold and save the State of Florida, the Department, its officers and employees, harmless from any damage, no matter how occasioned and no matter what the amount, to persons or property which might result from the work, activity, or structures authorized under the permit and from any and all claims and judgement resulting from such damage;

(f) The permittee shall allow all records, notes, monitoring data and other information relating to construction or any operation under the permit, which are submitted to the Department, to be used by the Department in any case arising under the Florida Statutes or Department rules, except where such use is otherwise specifically prescribed by law;

(g) The permittee shall provide the Department with a final certification of actual work performed no later than 30 days following completion of the construction authorized or required by the permit. This certification shall state that all locations and elevations specified by the permit have been verified, that the construction and any other activities authorized or required by the permit have been performed in compliance with both the plans and project description approved as a part of the permit, and that construction and other activities have complied with all conditions of the permit. Any deviations from the approved plans, project description, or permit conditions shall be specifically described as a part of the final certification. If any portion of the authorized work is not performed, this shall be reported in the final certification. If none of the permitted work is performed, the permittee shall inform the Department to that effect in writing no later than 30 days following expiration of the permit. The final certification shall be on the forms entitled "Final Certification" - DNR Form 73-115A (Revised 1-85) or DNR Form 73-115B (Revised 1-85), or on the form entitled "Final Certification for Emergency Work" - DNR Form 73-116 (Revised 1-85). DNR Form 73-115A shall be used only to certify work performed under authorization of permits approved by the Division Director. DNR Form 73-115B shall be used to certify work authorized by the Governor and Cabinet, the Executive Director, or the Division Director. The staff shall determine which form is appropriate for each permit. DNR Forms 73-116 or 73-115B shall be used to certify work authorized by emergency permits issued pursuant to Section 16B-33.014, Florida Administrative Code, and the staff shall determine which form is required for each permit according to the nature and extent of the work authorized by the emergency permit. These forms, which are incorporated by reference, are available free of charge. Copies of these forms may be obtained by writing to the Department of Natural Resources, Division of Beaches and Shores, Bureau of Coastal Engineering and Regulation, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399; or by telephone at (904) 487-4470.

(h) No construction and no excavation except that specifically approved shall be conducted seaward of the coastal construction control line.

(i) Construction traffic shall not operate and building materials shall not be stored on vegetated areas seaward of the coastal construction control line, unless specifically authorized by the permit. If, in the opinion of the Bureau staff, this requirement is not being met, positive control measures shall be provided by the permittee at the direction of the Bureau staff. Such measures may include temporary fencing, designated access roads, adjustment of construction sequence, and/or other requirements.

(j) Existing beach/dune topography and vegetation shall be disturbed only to the minimum extent necessary for construction, construction access, and other authorized activities. Before the project is considered complete, any topography disturbed as a consequence of construction or excavation shall be restored to preconstruction elevations with fill material. This fill material shall be compatible with the existing beach/dune sediments in both grain size and coloration and shall be obtained from a source landward of the coastal construction control line or from a source authorized pursuant to Section 161.041, Florida Statutes. The areas so filled shall be stabilized with native salt resistant beach/dune vegetation as specified in Subsection 16B-33.015(3)(m), Florida Administrative Code.

(k) Unless otherwise specifically authorized in the permit, any fill material placed seaward of the coastal construction control line in undertaking work authorized by the permit shall be sand which is similar to that already existing on the site in both coloration and grain size. All such fill material shall be free of construction debris, rocks, clay, or other foreign matter.

(l) If surplus sand and fill results from any approved excavation seaward of the coastal construction control line, such material shall be distributed seaward of the control line on the site, as directed by the Bureau staff, unless otherwise specifically provided by the permit.

(m) Any vegetation destroyed during construction shall be replaced with plants of the same species or, by authorization of the Bureau, with other native salt resistant vegetation suitable for beach and dune stabilization. Unless otherwise specifically authorized by the staff, all plants installed in beach and coastal areas - whether to replace vegetation displaced, damaged, or destroyed during construction or otherwise - shall be of species indigenous to Florida beaches and dunes, such as sea oats, sea grape, saw palmetto, panic grass, saltmeadow hay cordgrass, seashore saltgrass, and railroad vine.

(n) All topographic restoration and revegetation work is subject to approval and acceptance by the Department staff, and the status of restoration shall be reported as part of the final certification of the actual work performed.

(o) Prior to undertaking any construction activity which will begin or end in the period from May 1 to October 30, the applicant shall contact the Bureau of Marine Research by telephone at its Field Station in Jensen Beach at (407) 225-2534 or if no one answers there, at the Laboratory in St. Petersburg at (813) 896-8626 for instructions and procedures for protecting sea turtles and their nests. Nesting marine turtles are protected by federal law (Endangered Species

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Act, 1973) and state law (Section 370.12, Florida Statutes). All work on this project shall be in compliance with these laws and with consideration for the protection of nesting females, eggs and nests, and emerging hatchlings. In turtle nesting areas, the Bureau staff may require construction to be delayed for 60 days unless turtle protection measures have been initiated.

(p) Authorization for construction of any rigid coastal or shore protection structure is based on an engineering review and assessment of the design and anticipated performance and impact of the structure as a complete unit. Construction of any less than the complete structure as approved by the Department of Natural Resources is not authorized, and may result in assessment of civil fines as authorized in Section 161.054, Florida Statutes, and/or in issuance of an order to remove the partial structure and restore the site to preconstruction conditions. Deletion of portions of any authorized rigid coastal or shore protection structure may be authorized by the Department in accordance with Section 16B-33.013, Florida Administrative Code, upon submittal of a written request which includes plans showing the reduced extent of the structure.

(q) The shore-normal length and/or the distance seaward of the coastal construction control line specified in the project description of this permit, for any dune walkover structure or beach access stairway authorized by the permit, is based on the site conditions at the time of authorization. However, notwithstanding the requirements of Paragraphs 16B-33.015(3)(g) and (s), Florida Administrative Code, or the dimensions and distances shown in the project description of the permit and/or the plans approved by the Department, an authorized beach and dune walkover structure, at the time of its construction, shall extend at least up to the existing line of vegetation, but not further than ten (10) feet seaward of the existing line of vegetation, except as specifically authorized by the permit.

(r) This permit has been issued to a specified property owner and is not valid for any other person unless formally transferred pursuant to Section 16B-33.016, Florida Administrative Code. An applicant for a transfer of the permit shall sign two copies of a permit transfer agreement form, agreeing to comply with all terms and conditions of the permit, and return both copies to the Bureau. A copy of the transfer agreement which has been approved by the Division Director must be displayed on the construction site along with the permit prior to commencement or continuation of work by a transferee. A permit shall not be transferred after its expiration.

(s) All construction shall conform to the plans and project description approved by the Department of Natural Resources as a part of the permit, and to all conditions of the permit. No modifications to the project location, size, or structural design are authorized except by modification of the permit pursuant to Section 16B-33.013, Florida Administrative Code, or other written notice of acceptance from the staff.

(t) The permittee or agent acting on behalf of the permittee, shall immediately inform the Bureau of any change of mailing address which occurs between the date of issuance of the permit and 90 days after completion of the project, or expiration of the permit, whichever occurs earlier.

(u) The permittee shall comply with any other conditions imposed upon the permit. Such conditions may be imposed by the Governor and Cabinet, the Executive Director, or the Division Director or staff designee; and may be of a nature as necessary to protect the integrity of beaches and dunes and to carry out the intent of Chapter 161, Florida Statutes.

(4) By accepting a permit for a major structure or a rigid coastal or shore protection structure, the applicant also agrees to the following conditions. The permittee shall provide periodic progress reports certified by an engineer or architect (as appropriate due to the nature of the project) registered in the State of Florida. These reports shall be on the form which is entitled "Periodic Report" - DNR Form 73-111 (Revised 1-85), and is incorporated by reference. Copies of the periodic report form are available free of charge and may be obtained by writing to the Department of Natural Resources, Division of Beaches and Shores, Bureau of Coastal Engineering and Regulation, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399, or by telephone at (904) 487-4470. The reports shall be submitted whether or not construction has occurred during any period. The property owner or authorized agent may sign the reports until such time as construction starts, and after any period in which no construction was performed. However, the reports must be signed by an engineer or architect registered in the State of Florida following each period in which construction has occurred. The reports shall indicate that all construction as of the date of the report has been performed in compliance with both the plans and the project description approved by the Department of Natural Resources as a part of the permit, and with all conditions of the permit, or shall specify any deviation. These reports shall be submitted according to a schedule established by the staff until a final certification for the work authorized or required by the permit is received and accepted by the staff. Permits for repair or maintenance of existing rigid coastal or shore protection structures are specifically exempted from this condition.

(5) By accepting a permit for a habitable major structure, the applicant also agrees to the following condition. All construction on the permitted structure shall stop when the foundation pilings have actually been installed. At that time the permittee shall provide a certification by a professional land surveyor registered pursuant to Chapter 472, Florida Statutes, that all aspects of the location, and all elevations of the foundation construction are in accordance with both the plans and the project description approved by the Department of Natural Resources as part of the permit. This certification shall be on a form entitled "Foundation Certification" - DNR Form 73-114 (Revised 1-85), which is incorporated by reference. Copies of the foundation certification form are available free of charge and may be obtained by writing to the Department of Natural Resources, Division of Beaches and Shores, Bureau of Coastal Engineering and Regulation, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399; or by telephone at (904) 487-4475. The foundation certification shall be based upon such surveys performed in accordance with Chapter 472, Florida Statutes, as are necessary to determine the actual elevations, configuration, and the dimensioned relationship of the installed pilings to the coastal construction control line. This certification shall also specify the actual pile tip and pile head elevations and any grade beam or cap elevations. Any deviation from the foundation location and elevations as permitted shall be clearly noted and described in detail as part of the certification. Construction shall stop and certification shall be submitted and accepted prior to proceeding with further vertical construction for each and every phase of a multiphase project where construction above the foundation of one or more structures occurs prior to completion of all foundation work. The Bureau shall notify the permittee of approval or rejection of the certification within seven (7) working days after its receipt. All survey information upon which the certification is based shall be made available to the Bureau upon request. Permits for repairs or additions to existing structures are specifically exempted from this condition.

(6) By accepting a permit for excavation, construction or other physical activity on or encroaching on the sovereignty land of Florida seaward of mean high water or, if established, the erosion control line, the permittee agrees not to commence any excavation, construction, or other activity involving the use of these sovereignty lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund under Chapter 253, Florida Statutes, until the permittee has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use.

(7) Issuance of a permit does not relieve the applicant of the responsibility to comply with all applicable federal, state, county, and municipal laws, ordinances or rules; nor is the applicant relieved of the responsibility to obtain any other licenses or permits which may be required by federal, state, county, or municipal law.

(8) The Division Director may waive any of the permit conditions set forth in Subsections 16B-33.015(3), (4), and (5), Florida Administrative Code, if, in the opinion of the Division Director, such condition is found to be unnecessary to carry out the intent of Chapter 161, Florida Statutes.

Exhibit B

FLORIDA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF BEACHES AND SHORES
Beach Erosion Control Assistance Program

Request For Payment

1. Name of Project: _____ 2. Billing No. _____

3. Grantee: _____ 4. Billing Period: _____

5. Payment Requested: _____

A. Type of Costs Incurred:

	<u>Labor Cost</u>	<u>Direct Material Cost</u>	<u>Stock Material Cost</u>	<u>Contractual Cost</u>	<u>Total Cost</u>
Erosion Control	_____	_____	_____	_____	_____
Sand Search	_____	_____	_____	_____	_____
Monitoring	_____	_____	_____	_____	_____
Total Cost	_____	_____	_____	_____	_____

B. Share of Costs Incurred:

<u>State Share of Total Cost</u>		<u>Local Share of Total Cost</u>	
Erosion Control	_____	Erosion Control	_____
Sand Search	_____	Sand Search	_____
Monitoring	_____	Monitoring	_____
Total	_____	Total	_____

Note: The total state share plus the total local share of cost incurred must equal the total of all cost incurred as identified in "A" (Type of Costs Incurred).

6. State Funds Obligated: _____	Local Funds Obligated: _____
Less Previous Payments: _____	Less Previous Credits: _____
Less This Payment: _____	Less This Credit: _____
Less Retainage (10%): _____	
State Funds Remaining: _____	Local Funds Remaining: _____

7. CERTIFICATION: I certify that this billing is correct and just and is based upon actual obligation(s) of record by the project sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Natural Resources, Division of Beaches and Shores' approved project agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed.

8. _____
Name of Project Administrator Signature of Project Administrator Date

9. _____
Name of Project Financial Signature of Project Financial Date
Officer

CONTRACTUAL SERVICES
Summary of Invoices

(Project)

Billing # _____

[illegible]

TOTAL \$=====

Certification: I hereby certify that invoices, cancelled checks, and other purchasing documentation have been maintained as required to support the cost reported above and are available for audit upon request.

Date _____

Contractual Services

1. Eligible - Cost of work performed by independent contractors that is directly related to the accomplishment of the project for a grantee.
2. Ineligible - Cost for work performed by private or independent contractors pursuant to cost plus or contingency fee contracts.

Services provided for a grantee by private or independent contractors shall be evidenced by a formal agreement or contract executed by all appropriate parties specifying the exact terms and conditions. Competitive bid specifications and actual bids received shall be maintained by the grantee. The selection and awarding of such contractual services by the grantee shall be subject to the Department's approval if specified in the project agreement.

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF BEACHES AND SHORES
Beach Erosion Control Assistance Program

GRANTEE LABOR COST

(Grantee)

(Project)

Billing Period_

Billing #

<u>Employee Last Name and Initials</u>	<u>Job Classification</u>	<u>Project Hours</u>	<u>Hourly Rate</u>	<u>Salaries and Wages</u>	<u>Benefits</u>	<u>Total Salaries, Wages and Benefits</u>
			TOTAL	\$=====	\$=====	\$=====

Certification: I hereby certify that the above employees worked on this project as reflected.

Certification: I hereby certify that detailed time records, project activity reports, payroll registers, travel vouchers, and cancelled warrants have been maintained as required and are available for audit upon request.

Project Administrator

Date _____

Project Financial Officer

Date _____

Salaries and Wages

1. Eligible - Salaries and wages of employees for the performance of work directly related to the accomplishment of the project. Hourly wage rates shall be calculated by dividing the employee's regular gross annual salary for pay purposes by 2,088 gross annual work hours. Overtime charges for such employees shall be eligible costs provided they are necessary and approved by the grantee's project administrator. Overtime charges shall be computed in accordance with the grantee's normal policy for payment of overtime to employees.
2. Ineligible - Salaries and wages of employees responsible for administration and general activities who do not perform work directly related to the accomplishment of the project. Salaries and wages of employees performing routine daily servicing of equipment including general maintenance and repair work.

Payroll registers or journals, payroll warrants, and other appropriate source documents must be maintained to substantiate the rates of pay and actual payment to grantee employees. Hours of work reported for grantee employees must be supported by individual time records signed by both the employee and immediate field supervisor (foreman) or project administrator. The time records should reflect the general categories of work performed (e.g. spraying hyacinths-Lake Louise, constructing picnic tables-Lake Louise Park, etc.).

Employee Benefits

Eligible - up to 40% of eligible salaries and wages of employees shall be allowed as a reasonable reimbursement for:

1. Accrued annual, sick, and holiday leave based upon a maximum of 15% of salaries and wages of employees who accrue such benefits from the Grantee.
2. Employee benefits (FICA, Retirement, Health and Life Insurance, Workmen's Compensation, etc.) based upon a maximum of 25% of salaries and wages of employees who receive such benefits from the Grantee.

DIRECT MATERIAL PURCHASES

Billing # _____

General Description

Date _____

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF BEACHES AND SHORES
Beach Erosion Control Assistance Program

GRANTEE STOCK MATERIAL COST

(Grantee)
Billing Period_____

(Project)
Billing # _____

<u>Material Requisition</u>	
<u>Date</u>	<u>Number</u>

General Description

Material Cost

[illegible]

TOTAL \$=====

Certification: I hereby certify that the materials reported above were used in accomplishing this project.

Certification: I hereby certify that detailed material requisitions, job order cost sheets, cost allocation records and other appropriate documentation have been maintained as required to support the material costs claimed above and are available for audit upon request.

Project Administrator

Date _____

Project Financial Officer

Date _____

Material and Supplies

1. Eligible - All costs of materials and supplies consumed or expended in accomplishing the project including direct purchases as well as withdrawals from grantee's stock.
2. Ineligible - Costs of small tools (shovels, saws, hammers, drills, etc.) and clothing or uniforms worn by employees. Operating expenses or replacement parts purchased for grantee owned equipment used on the project.

Direct Purchases - Vendor invoices must be maintained which should include a description of the items purchased, quantity purchased, unit cost and total cost, less applicable discounts. Invoices must also contain the delivery date and signature of a responsible project employee along with a description of the general use for such materials and supplies. Purchase orders, requisitions and competitive bid documentation must be maintained for such purchases. Cancelled warrants must be maintained as evidence of payment for such purchases.

Grantee Stock - Materials or supplies taken from grantee's stock or inventory must be supported by material requisitions or other job order/project cost records signed by the storekeeper and a responsible project employee. These source documents must describe items in detail and identify the general use of such materials in the project. Appropriate records (i.e., vendor invoices, cancelled checks, etc.) must be maintained to reflect unit costs of the materials. Note: Only actual costs paid to vendors (based upon grantee's inventory method) shall be eligible for reimbursement. No warehouse or overhead charges added by the grantee shall be allowed.

FLORIDA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF BEACHES AND SHORES
BEACH EROSION CONTROL ASSISTANCE PROGRAM

Project Completion Certification

Project Title: _____

Project No.: _____ Project Sponsor: _____

I hereby certify that the above mentioned project has been completed in accordance with the Project Agreement between _____ and the Florida Department of Natural Resources dated the _____ day of _____ 19____, and all funds allocated for the project were expended pursuant to the project agreement.

Signed: _____
Liaison Officer for Project Sponsor

Date: _____

This project was constructed in accordance with the plans and specifications originally approved for such construction specifically described on the as-built plans attached to this certification.

Signed: _____
Project Engineer

Date: _____