

100% CONSTRUCTION DOCUMENTS
SPECIFICATIONS FOR THE

**Walton County Sheriff's Office
Driver Training Pad**

DeFuniak Springs, Florida

April 21, 2020

SET NO. _____

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TABLE OF CONTENTS IS FOR CONVENIENCE ONLY AND IS NOT A PART OF THE CONTRACT DOCUMENT. SECTION NUMBERS ARE IN SEQUENCE BUT NOT NECESSARILY CONSECUTIVE. ACCURACY AND COMPLETENESS OF TABLE OF CONTENTS IS NOT GUARANTEED.

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DIVISION 0
GENERAL CONDITIONS

SECTION: 00700
GENERAL CONDITIONS

PART 1 GENERAL

GENERAL CONDITIONS:

The General Conditions of this Contract are the American Institute of Architects Document A201, "General Conditions of the contract for Construction," 2007 Edition, Article 1 through 14 inclusive, here referred to as the "General Conditions". The term Contractor and Construction Manager are one and the same.

PART 2 CONTRACT DOCUMENTS

2.01 The Contract Documents shall consist of the following component parts:

- A. Bidding Requirements:
Contractor's Bid as accepted by the Owner (GMP)
- B. Contract Forms:
Contract Agreement is the Form of Agreement Between Owner and General Contractor as prepared by the contractor, includes payment and performance bonds as required in the contract.
- C. General Conditions:
General Conditions (A201, 2007 - Edition), American Institute of Architects)

Supplementary General Conditions

Insurance Certifications
- D. Technical Specifications:
Divisions 1 through 2 and as listed on the Drawings.
Titled: "Driver Training Pad, DeFuniak Springs, Florida."
- E. Drawings:
Titled: "Driver Training Pad, DeFuniak Springs, Florida."
Sheets comprising these Drawings: As shown on the documents by index.

2.02 INTENT

The Contract Documents shall be complementary to each other and what is called for by one shall be as binding as if called for by all.

In cases of conflict between drawings and specifications or within either document, submit prompt request for direction before proceeding. The requirement for the greatest quantity and the highest quality shall govern unless otherwise directed.

The Specifications are divided into headings for the convenience of the Contractor. The Contractor, however, shall be held to the furnishing of a complete building, facility, etc., according to the meaning and intent of the Contract Documents, whether all of the items involved under any trade are mentioned in one or several places.

2.03 PRECEDENCE

In the event that any provision of the component parts of the Contract Documents conflicts with any provisions of any other component part, the provisions on the Contract Agreement shall govern; the Supplementary General Conditions shall take precedence over the General Conditions.

Should the details and schedules shown on the Drawings conflict on any point, the schedules shall prevail and large-scale details shall prevail over small-scale plans and elevations.

All conflicts shall be brought to the attention of the Architect by the Contractor and shall be resolved by the Architect/Engineer through written and/or graphic clarifications prior to proceeding with the work. The Contractor assumes full responsibility for the cost of corrective action required if work in any area of known conflict is commenced prior to the receipt of written and/or graphic clarification from the Architect/Engineer.

END OF SECTION

SECTION 00 90 00

SUPPLEMENTARY GENERAL CONDITIONS

SCOPE: The following supplements modify, change, delete or add to the "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", AIA Document A201, 2007 Edition. Those portions of this document which remain unaltered by these supplements shall remain in effect as published.

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.9 (ADD) Unless otherwise expressly stated, wherever in the Contract Documents the work 'provide' is used, it shall mean furnished and installed in place, complete and tested.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.4 (ADD) the following: "If a discrepancy occurs on drawings, in specifications, or between drawings and specifications, the greater quantity or value takes precedence."

ARTICLE 3: CONTRACTOR

3.5 WARRANTY:

3.5.1 (ADD) The warranty herein guarantees the proper operation of all structures, components and systems constructed or installed by the contractor for a period of one year after the date of substantial completion.

If within the guarantee period, repairs or changes are required in connection with the guarantee work, which in the opinion of the Architect is rendered necessary as the result of the use of materials, equipment, or workmanship, which are defective, or inferior, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner, proceed to:

Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and

Make good all damages to the structure or site, or equipment or contents thereof which, in the opinion of the Architect are the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, or the equipment and contents or structures or site disturbed in fulfilling any such guarantee.

3.18 INDEMNIFICATION:

3.18.1 (REVISE) "The Contractor shall, for the sum of one hundred dollars (\$100.00) and other good and valuable consideration paid by the Owner and Architect, individually, receipt of which is hereby acknowledged by the Contractor, indemnify and hold harmless the Owner and Architect and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, out of or resulting from the performance of the work provided that such claims, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property other than the work itself, including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any one of them may be liable, regardless of whether or not it is caused in part by a

party indemnified hereunder. This obligation shall not be construed to reduce or negate any other right or obligation of indemnity which would otherwise exist as to any party or person described in Paragraph 3.18."

ARTICLE 5: SUBCONTRACTORS

5.2.2 Substitute the following for Subparagraph 5.2.2:

"The Contractor shall not contract with any person or entity declared ineligible under Federal laws or regulations from participating in federally assisted construction projects or to whom the Owner or the Architect has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection."

ARTICLE 7: CHANGES IN WORK

7.1 General

7.1.1 (ADD) "Maximum percentages of overhead and profit which may be added by the Contractor to actual costs of such changes in the work are specifically set forth as follows:

For all work done by his organization, or subsidiaries of his organizations, including work traditionally considered as subcontractor work, the Contractor may add 15% of his actual costs for combined overhead and profit.

For any work performed by a subcontractor or forces under the respective subcontractor including any sub-subcontractors or persons not in the direct employ of the subcontractor, a total of 15% of the cost of the change may be charged for his overhead and profit. The General Contractor may add 6% to the total cost of the Change Order for his Overhead and Profit.

The above percentages shall be considered reasonable allowance for overhead and profit due to the contractor.

The Contractor shall submit receipts or other evidence showing his costs and his right to the payment claims. All changes in work shall be provided with a detailed cost breakdown indicating material and labor units for all work to be performed. In addition, the cost breakdown shall contain all current tax and labor burden. The allowable amount for the material tax shall be 7.5% and for labor burden shall be the actual costs incurred / paid by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTORS LIABILITY INSURANCE

11.1.2 (ADD) "The Contractor shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance with the Owner as additional named insured and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor to commence work on his subcontract has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in Florida.

THE CONTRACTOR SHALL PROCURE AND MAINTAIN FOR THE LIFE OF THIS CONTRACT:

Workmen's Compensation Insurance as required by Chapter 440 Florida Statutes.
 Public Liability Insurance: \$100,000 per claimant and \$200,000 per incident.
 Automobile Liability Insurance: \$500,000 per claimant and \$1,000,000 per incident.
 Personal Injury Liability: \$500,000 each person and \$1,000,000 each occurrence.
 Bodily Injury Liability: \$500,000 each person and \$1,000,000 each accident.
 Property Damage Liability: \$1,000,000 per claimant and \$500,000 per occurrence.

- 11.1.2 (ADD) "The Contractor liability policy shall provide "XCU" (Explosion, Collapse, Underground Damage) coverage for those classifications in which they are included.

Broad Form Property Damage shall be required on Contractor's public liability so that completed operations coverage extends to work performed by the Contractor.

- 11.1.5 (ADD) Builders Risk Insurance: Contractor shall purchase and maintain in effect a completed value builder's risk policy issued by an admitted carrier in an amount equal to the full completed value of the project. Such insurance shall be issued on an all risk form. Deductible shall not exceed 5% for named storm and / or windstorm losses and \$5,000 for all other perils unless otherwise agreed to in writing by the Owner. The Contractor shall be responsible for any deductible amounts.

- 11.4.3 (ADD) The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Labor and Material Payment Bond may be in one or in separate instruments in accordance with local law and shall be delivered to the Owner prior to commencement of Construction Activities. The premium for the required bonds shall be paid by the Contractor and shall be considered a reimbursable Cost of the Work. "These bonds shall be executed on behalf of the Contractor in the same manner and by the same person who executed the agreement.

- 11.4.4 (ADD) "To be acceptable as surety on Performance and Payment Bonds, a surety company shall comply with the following provisions:

The Surety Company must be admitted to do business in the State of Florida. The surety Company shall have been in business and have a record of successful continuous operations for at least five years. The Surety Company shall have at least the following minimum ratings:

Contract Amount	Policy Holders	Required Rating
0 - 100,000	B	CLASS VII
100,000 - 500,000	A	CLASS VIII
500,000 - 750,000	A	CLASS IX
750,000 - 1,000,000	A	CLASS X
1,000,000 - 1,250,000	A	CLASS XI
1,250,000 - 1,500,000	A	CLASS XI
1,500,000 - 2,000,000	A	CLASS XII
2,000,000 - 2,500,000	A	CLASS XII

*From Best's key rating guide.

Best's Policy Holder's Rating of "A" and "B" (which signifies A--Excellent, and B-Good, based upon good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment) or an equivalent rating from the Insurance Commissioner, if not rated by Best's. Neither the Surety Company nor any reinsurer shall expose itself to any loss on any one risk in an amount exceeding ten (10%) percent of its surplus to policyholders.

In the case of a surety insurance company, there shall be deducted in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the content of the Surety and for the protection of the Surety."

Furnish in triplicate a Performance Bond and a Payment Bond, each in the amount of 100% of the Contract Sum, written by a surety licensed to do business in the state where the Project is located. The prescribed form of the Performance Bond and Payment Bond is AIA Document A313.

ARTICLE 15: CLAIMS AND DISPUTES

15.4 ARBITRATION- Delete sections 15.4 through 15.4.4.3 in their entirety.

END OF SECTION 00 90 00



MICHAEL A. ADKINSON, JR., SHERIFF
Office of the Sheriff, Walton County

**Walton County Sheriff's Office,
WALTON COUNTY, FLORIDA**

**REQUEST FOR PROPOSAL
GENERAL CONTRACTOR OR BUILDING
CONTRACTOR SERVICES**

RFP NO: 20-02

The Walton County Sheriff's Office, Walton County, Florida (the "Agency") is seeking to receive proposals from General Contractors or Building Contractors to obtain the required permits necessary and to build a 600'x300' Asphalt Driver Training Pad. Contractor will also be responsible for the oversight of the construction through completion.

RFP DEADLINE: May 29, 2020 no later than 2:00PM local time

LATE PROPOSALS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE PROPERTY MANAGERS OFFICE. PROPOSALS OFFERED ARE THE SOLE RESPONSIBILITY OF THE VENDOR FOR ASSURING THAT PROPOSALS ARE RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL PROPOSALS WILL BE ACCEPTED.

To be considered, Proposer must submit an original and five (5) copies of the RFP in a sealed envelope or package, clearly marked with the Proposer's name, address, and the words **"GENERAL CONTRACTOR OR BUILDING CONTRACTOR SERVICES Ref: RFP 20-02"** addressed to:

Office of The Sheriff, Walton County
Attention: Property Manager
752 Triple G. Rd. DeFuniak
Springs, Florida 32433

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SECTION 1 – INTRODUCTION

1..1 PURPOSE:

The purpose of this Request for Proposal is to enter into an Agreement with a General Contractor or Building Contractor to Build a 600'x 300' Driver Training Pad. The project site is located at 752 Triple G. Rd, DeFuniak Springs, Florida. Contractor will also be responsible for the oversight of the overall construction. The General Contractor will provide all materials.

SECTION 2 – SCOPE OF WORK

2.1 SERVICES:

The General Contractor or Building Contractor “the Contractor” will be required to obtain the necessary permits for the Agency to build a 600'x 300' Asphalt Driver Training Pad. Contractor shall be responsible for:

- Obtaining permits and show evidence that he possess all necessary permits
- Oversee the work being performed.

2.2 REQUIREMENTS:

Contractor shall be a licensed General Contractor or Building Contractor licensed in the State of Florida. Copy of license shall be submitted with proposal package, failure to do so may result in your proposal being found non-responsive.

2.3 HOURS OF WORK:

Work hours will be 8:00AM – 5:00PM, Monday through Friday, excluding holidays. All inspection and oversight by the Contractor shall take place during these designated hours. Agency staff hours are 8:00AM – 5:00PM Monday through Friday.

SECTION 3 - PROCUREMENT RULES AND INFORMATION

3.1 Contact Person:

Wiley Willoughby
Property Manager
752 Triple G. Rd
DeFuniak Springs, Florida 32433
850-892-8111
Email: wwilloughby@waltonso.org

or

Minette Bruce
CFO

All technical questions regarding this Request should be directed in writing; preferably by email to the Property Manager. **Questions shall be submitted no later than 12:00 Noon (local time) on May 20th, 2020.** Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the Request or its amendments are binding, but any oral communications between you and us are not.

3.2 CALENDAR EVENTS:

DATE/TIME	ACTION
May 29 th , 2020 no later than 2:00 PM	Proposal close
June 1 st , 2020	Evaluation

3.3 EVALUATION CRITERIA:

<u>CRITERIA</u>	<u>POINTS</u>
Price	70
Copy of General License or Builders License	30

3.4 SUBMISSION OF PROPOSAL:

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposal's capabilities to satisfy the requirements of this Request for Proposal. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposers follow the format and instructions herein.

3.5 PROPOSAL OPENING:

Proposals will be accepted until the **29th day of May 2020**
By **2:00 PM** and will open on the **1st day of June 2020.**

Proposals are due at the time and date specified. **Proposals received late will not be considered and will be marked as LATE.**

3.6 INSURANCE REQUIREMENTS:

- A. The Contractor shall purchase and maintain such errors and omission professional liability and other insurance as is appropriate for the services being performed hereunder by Contractor, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:
 - 1. Worker's Compensation. Coverage must apply for all employees and Errors and Omissions Professional Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per claim.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Agency with ten (10) days' written notice of cancellation and/or restriction.
 - 2. Comprehensive Automobile Liability Coverage ;must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$300,000 combined single limit per accident for bodily injury and property damage.
 - b. Owned vehicles
 - c. Hired and Non-Owned Vehicles
 - d. Employee Non-Ownership
 - e. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Agency within then (10) days' written notice of cancellation and/or restriction.
 - 3. Builders Risk Insurance is required, should be included in the Bid, and calculated at no less than four percent of the total value of the project.
- B. Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the Agency. The Certificates of Insurance shall be filed with Agency before this Agreement is deemed approved by the Agency. The required Certificates of Insurance not only shall name types of policies

provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Contractor except workers compensation and professional liability insurance shall be agents to the extent of the Agency's interests arising from any contract agreement between the Agency and Contractor. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

- C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Agency, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Contractor shall provide the Agency with financial information concerning any self-insurance fund insuring Contractor. At the Agency's option, a Best's rating or Self-Insurance Fund financial information may be waived.

3.7 COST OF PREPARING PROPOSALS:

The Agency is not liable for any costs incurred by the proposer in responding to this RFP, including those for oral presentations.

3.8 DISPOSAL OF PROPOSAL:

All proposals become the property of the Agency and will be a matter of record. The Agency shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of this proposal will not affect this right.

Any submitted proposal shall remain a valid proposal for 60 days after the submission date.

3.9 PROPOSAL RULES FOR WITHDRAWAL:

A proposal may not be withdrawn for a period of thirty (30) calendar days after the date of the RFP opening.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of the Proposals.

3.10 REJECTION OF PROPOSAL:

The Sheriff's Office reserves the right to accept or reject any or all proposals as may be deemed necessary by the Agency to be in its best interest. The Agency further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Proposals. The Agency reserves the right to reject the Proposal of any Proposer if the Agency believes that it

would not be in the best interest of the Project to make an award to that Proposer, because the Proposal is not responsive or responsible, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Agency. The Agency also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Proposer who submits the highest ranked proposal. If the Agency and the highest ranked Proposer cannot negotiate a successful contract the Agency may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next highest ranked proposal. No Proposer shall have any rights against the Agency arising from such negotiations. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

The Agency reserves the right to delete any Proposal items and the total Proposal shall be determined as the sum of the Proposal items awarded. In evaluating Proposals, the Agency will consider the qualifications of the proposers, whether or not the Proposals comply with the prescribed requirements, time of completion and other data, as may be requested in the Proposal form or prior to the Notice of Award. The Agency may conduct such investigations as the Agency deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and complete the Project in accordance with the Contract Documents to the Agency's satisfaction within the prescribed time. The Agency may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Project when such data is required to be submitted prior to Notice of Award.

If the contract is to be awarded, it will be awarded to the responsible and responsive Proposer submitting the best proposal whose evaluation by the Agency indicates to the Agency that the award will be in the best interest of the Project.

3.11 VERBAL INSTRUCTIONS:

No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussion with any Agency employee. Only those communications from proposers, which are signed, and in writing will be recognized by the Agency, as duly authorized expressions on behalf of the Proposer. Oral and other interpretations or clarifications will be without legal effect.

3.12 SALES AND USE TAX:

The PROPOSER agrees that any and all applicable federal, state and local sales and use taxes that are incurred by the PROPOSER are included in the stated bid price for the Project. The Agency is tax exempt from federal excise and state sales tax.

3.13 PUBLIC ENTITY CRIMES:

The PROPOSER must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3)(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

3.14 DRUG FREE WORKPLACE:

The PROPOSER must complete the Walton County's Drug Free Workplace Certification form, attached and made a part of the proposal. According to Walton County policy, preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program.

3.15 ADDENDUM:

The Agency may issue Addendums to modify the proposal as deemed appropriate.

Addendums and clarification to this RFP along with an Addendum Acknowledgement Form will be mailed to all vendors receiving this RFP. The Addendum Acknowledgement Form, which is included with each mail out, shall be signed by an authorized company representative, dated, and returned with proposal.

3.16 NOTICES:

Any notices to be given under this RFP shall be given by United States Mail, addressed to PROPOSER at its address stated herein, and to the AGENCY at its address stated herein.

3.17 REPRESENTATION:

The PROPOSER represents to the AGENCY that:

- A. The PROPOSER is properly certified and licensed; is solvent financially; is experienced in and competent to complete the Project.
- B. The PROPOSER is familiar with all Federal, State, Local or other regulatory laws, ordinances and regulations, which in any manner whatsoever, may affect the Project.

3.18 PROTEST:

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal but is not awarded the contract, may protest such decision. Written notice of intent to file a protest must be submitted with the Property Manager or Chief Financial Officer within twenty-four (24) hours after the Agency's declaration of its intention with regard to an award. Written protest must be submitted to the Property Manager or Finance Director within ten (10) calendar days after filing written notice of intent.

3.19 INDEMNIFICATION:

The contractor shall indemnify, defend, save and hold harmless Triumph Gulf Coast, Inc. a Florida not-for-profit corporation, and all of its officers, directors, agents and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor and its officers, agents or employees.

Contractor shall indemnify and save harmless the Agency, its officers, agents, and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of engineers, attorneys and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any persons, including employees of Contractor or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) Contractor's, or any subcontractor or supplier of contractor, negligent performance or non-performance of the Project; (b) Defective Work, whether by Contractor, or any subcontractor or supplier of Contractor; (c) the failure of contractor of any subcontractor of Contractor to provide a safe work place; (d) noncompliance with federal, state, and

local laws and regulations by Contractor, or any subcontractor or supplier of Contractor; (e) the failure of Contractor, or any subcontractor, or supplier of Contractor to obtain or renew the insurance coverage's required by the Contract Documents; or (f) claims for damages to the Project itself, and claims for any other costs which any of them may incur arising from failure, neglect, or refusal of Contractor to faithfully perform the Project and other obligations under the Contract Documents. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, whether or not caused in part, by any act or omission of the Agency, its respective officers, agents, or employees, provided Contractor shall not be required to indemnify the Agency for the Agency's own negligence. Contractor shall, at its own cost and expense, defend such claims, actions or proceedings which are subject to this indemnification agreement, whether groundless or not, which may be commenced against the Agency and Contractor shall pay any and all judgments which may be recovered in any such action, claim, proceeding, or suit, excluding that proportion of any judgment for which the Agency may be found negligent, and defray any and all expenses including costs and attorney's fees, which may be incurred in or be reason of such action, claim, proceeding or suit. The Agency and Contractor agree that five percent (5%) of the total compensation to the Contractor for performance of this contract is the specific consideration from the Agency to the Contractor for Contractor's indemnity agreement.

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Project or the incorporation in the Project of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. Contractor shall indemnify and hold harmless the Agency, its officers, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement or patent rights or copyrights incident to the use in the performance of the Project or resulting from the incorporation in the Project of any invention, design, process, product or device not specified in the Contract Documents.

3.20 Prohibited Interests:

Except as otherwise permitted under Section 112.313(12), Florida Statutes, WCSO shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of WCSO, or any entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- (a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- (b) WCSO shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before WCSO by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of WCSO.

SECTION 4 – CONTENTS OF PROPOSAL

This section contains instructions regarding the format of the RFP that are to be submitted.

4.1 FORMS:

It is MANDATORY that vendor's return the Request for Proposal cover sheet with their proposal. A representative who is authorized to contractually bind the vendor shall sign the Proposal.

It is MANDATORY that vendors return the Drug-Free Workplace Certification Form, Questionnaire Form, along with the Public Entity Crime Form.

4.2 CONTACTS FOR CONTRACT ADMINISTRATION:

Proposers shall return the Contact for Contract Administration Form. This shall be the company representative for the day-to-day activities of the contract.

SECTION 5 - AWARD OF CONTRACT

The Agency will award this RFP to the responsive proposer with the proper licensing, best cumulative price and meets the Agency's needs. In the event the best cumulative proposer is found to be non-responsive, the Agency may proceed to the next best cumulative responsive proposer and continue the award process.

5.1 IDENTICAL TIE PROPOSALS:

In the event of a tie between identical proposals from this Request for Proposal, the Agency shall decide the final determination of the award.

SECTION 6 – TERMS AND CONDITIONS:

6.1 TERMINATION OF CONTRACT:

The Agency may terminate this Agreement at any time with or without cause, or with or without prior notice.

6.2 TERMS:

The term of the contract shall be one hundred twenty (120) days after issuance of Notice to Proceed.

**Information Sheet
For Transactions and Conveyances
Corporate Identification**

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

(Please circle one)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

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

Is it in good standing: Yes or No

Authorized to transact business

In Florida: Yes or No

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

Does it use a registered fictitious name: Yes or No

Name of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

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

Corporate Address:

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

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

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Name of individual who will sign the instrument on behalf of the company:

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

(Spelled exactly as it would appear on the instrument)

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

CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

SIGNATURE: _____

EMAIL: _____

PUBLIC ENTITY CRIMES

**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:

This sworn statement is submitted to The Board of County Commissioners,
Walton County, Florida by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

Whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is
_____; (if the entity has no FEIN, include the Social Security Number
of individual signing this sworn statement: _____).

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

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

I understand that an "affiliate" as defined in Paragraph 287.133(l)(a) Florida Statutes, means:

A predecessor or successor of a person convicted of a public crime;
or;

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 person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I understand that the submission of this form to the contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Name of Bidder

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 200__.
Personally known to me ____, or produced the following identification as proof of identity. _____.

My Commission Expires:

Notary Public

Printed Notary Name
Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION
(This form must be completed and attached to proposal)

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied vendors have a drug-free work place program. In order to have a drug-free work place 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 work place 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 work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing 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 of contractual services that are under bid a copy of the statement specified in paragraph #1.**
4. **In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.**
5. **Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
6. **Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.**

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

Company Name

Authorized Signature

Federal I.D. Number or SSN

Printed Name

DIVISION 0
CONTRACTOR REQUIREMENTS

SECTION: 00300
PROPOSAL FORM

BIDDING REQUIREMENTS

FORM OF PROPOSAL

(To be provided on Contractor's letterhead)

DATE: _____

FROM: _____

TO: Walton County Sheriff's Office
 DeFuniak Springs, Florida

Having read the Advertisement for Bids and having received the Documents entitled Specifications and Drawings (listed on Schedule of Drawings) and having received Addenda Nos. _____ and having their provisions in my Bid, and having examined both the Documents and the Site, the undersigned proposes to furnish all labor, materials and equipment necessary to perform all operations of below referenced Construction Work according to plans, specifications and addenda prepared by Sam Marshall Architects. The following bid is herewith submitted, for the construction of the "Driver Training Pad, DeFuniak Springs, Florida."

BASE BID

All work associated with the construction of the "Driver Training Pad, DeFuniak Springs, Florida" as indicated on the Drawings and/or Specifications.

The guaranteed maximum cost of:

_____ Dollars (\$ _____).

1. To hold my Base Bid and my Bids on all alternates collectively and individually in full force and effect for a period of sixty (60) calendar days after the time of the opening of this bid.
2. To accept the provision of the Instructions to Bidders regarding disposition of Bid Guarantee.
3. To enter into and execute a Contract within ten (10) calendar days after said Contract is delivered to me, if awarded on the basis of this Bid, and to furnish Guarantee Bonds in accordance with the General Conditions of this Contract.
4. To accomplish the work in accordance with the Contract Documents.
5. To commence work under this Contract on or before a date to be specified in written

"Notice to Proceed" by the Architect and to fully complete the project as stated within this proposal but in no case greater than one hundred twenty (120) consecutive calendar days thereafter.

6. Liquidated damages shall be assessed against the final payment in the amount of \$500.00 for each consecutive calendar day the Contractor is late in achieving Substantial Completion and \$250.00 for each consecutive calendar day the Contractor is late in achieving Final Completion.

I (We) agree to complete construction of the "Driver Training Pad, DeFuniak Springs, Florida." within one hundred twenty (120) consecutive calendar days from "Notice to Proceed".

The following is a list of subcontractors/suppliers proposed for this project:

1. ELECTRICAL _____
address _____

The contractor shall not remove or replace Subcontractors/Suppliers listed in this bid form subsequent to the list being made public at the Bid opening, except upon good cause shown.

In testimony thereof the Bidder (an individual) has hereunto set

his hand this _____ day of _____, 2020.

SEAL

(Bidder - to be notarized)

In testimony thereof the Bidder (a partnership) has caused this

proposal to be signed by each partner this

_____ day of _____, 2020.

SEAL

(Partner - to be notarized)

(Partner - to be notarized)

(Partner - to be notarized)

In testimony thereof the Bidder (a corporation) has caused this
proposal to be signed by its president and affixed its seal this

_____ day of _____, 2020.
SEAL

(Name of Corporation)

(President - to be notarized)

(Secretary - to be notarized)

Contractor shall complete and submit with his Bid the attached document entitled "Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Crimes."

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 No. ____ for _____.

2. This sworn statement is submitted by _____

(name entity submitting
statement)

whose business address is _____

_____ and

(if applicable) its Federal Employer Identification Number

(FEIN) is _____.

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

_____.)

3. My name is _____ and my

(print name of individual signing)

relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or 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 an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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 person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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 any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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, not any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, not any affiliate of the entity have been charges 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, AND (please indicate which additional statement applies).

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (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 the public interest to remove the person of affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(signature)

DATE: _____

STATE of _____

COUNTY of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being
(name of individual signing)

sworn by me, affixed his/her signature in the space provided

above on the _____ day of _____, 2020.

NOTARY PUBLIC

My Commission expires:

Form PUR 7068 (Rev. 11/89)



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

700 U.S. Highway 331 South, DeFuniak Springs, FL 32435

Phone: (850) 951-4660 • Fax: (850) 892-8007

March 16, 2020

Wiley Willoughby
Walton County Sheriff's Office
752 Triple G Rd.
DeFuniak Springs, FL 32433

RE: Notice of Final Agency Action - Approval
Individual Environmental Resource Permit
Project Number: IND-131-291337-1
Permit Name: Walton County Sheriff Driver Training Facility

Dear Sir/Madam:

Enclosed is the approved individual Environmental Resource Permit (ERP) for the above referenced project as authorized on March 16, 2020 by the Northwest Florida Water Management District.

Please be sure to read the enclosed permit and all exhibits in their entirety, paying close attention to the permit conditions in Exhibit A that require you to perform maintenance activities on your stormwater system and to have inspections performed by a Registered Professional at specified times throughout the life of the stormwater system.

Please be advised that you are required to fully execute and submit the following documents:

- "Construction Commencement Notice" [Form 62-330.350(1)] - Submitted to the District no later than 48 hours prior to commencement of any part of the activity authorized by the enclosed permit.
- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)] Submitted to the District no later than 30 days after the activity has been completed.

Copies of these and other ERP forms are attached and are also available for download on the District website at

<http://www.nwfwater.com/Permits/Environmental-Resource-Permits/Application-Forms>

Please be advised that the District **has not** published a notice in the newspaper of local circulation advising the public that a permit has been issued for this activity. Publication, using the District form, notifies the public of their rights to challenge the issuance of this permit. If proper notice is given by publication, third parties have a 21-day time limit to file a petition opposing the issuance of the permit. If you do not publish, a party's right to challenge the issuance of the permit may extend indefinitely. If you wish to have certainty that the period for filing such a challenge is closed, then you may publish, at your expense, such a notice in a

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JON COSTELLO
Tallahassee

TED EVERETT
Chipley

BO SPRING
Port St. Joe

newspaper of general circulation. A sample notice form is attached for your information. If you choose to publish such a notice, please submit a copy to the District for our records.

The issuance of an Environmental Resource Permit for this activity does not eliminate the need to obtain all necessary permits or approvals from other agencies.

Should you have any questions regarding your permit or its conditions, please contact your permit reviewer, Ken Greenwood, at (850) 539-5999 or by e-mail: Ken.Greenwood@nwfwater.com and Duke Le, at (850) 951-4660 or by e-mail: Duc.Le@nwfwater.com

Sincerely,



Andrew Joslyn
ERP Bureau Chief

cc:

Consultant:

Keith P Guthrie
KG Development Services LLC
1550 Creighton Road
Suite 1
Pensacola, FL 32504

Enc:

Environmental Resource Permit Number: IND-131-291337-1
Construction Commencement Notice [Form 62-330.350(1)]
As-Built Certification and Request for Conversion to Operational Phase [Form 62-330.310(1)]
Notice of Rights
Sample Newspaper Notice

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT**

PERMIT NO: IND-131-291337-1 **DATE ISSUED:** March 16, 2020

PROJECT NAME: Walton County Sheriff Driver Training Facility

CONSTRUCTION PHASE EXPIRATION DATE: March 16, 2025

A PERMIT AUTHORIZING:

Construction of a surface water management system designed to provide treatment and attenuation for a new approximately 5.21-acre development located north of the existing Walton County Sheriff's Office Complex on 221 Triple G Road in DeFuniak Springs, (Walton County). The new development will consist of the construction of a 300-foot by 600-foot asphalt driving surface with curbing around the perimeter and the installation of a small linear berm along the western boundary of the proposed asphalt driving surface. The surface water management system will consist of the construction, maintenance, and operation of a dry retention pond located directly east of the proposed asphalt driving surface and southwest of the existing pond onsite. Stormwater runoff has been designed to sheetflow across the impervious surfaces and captured by two drainage inlets located near the eastern portion of the facility. These inlets will convey runoff into the pond along the western side. The control structure consists of a modified Type D Inlet equipped with a 4.06-foot wide slot weir set at an elevation 249.00 feet with the top of the structure set at an elevation 251.00 feet. This structure will discharge through approximately 24 linear feet of 24-inch RCP toward the southeast through and FDOT 24-inch mitered end section pipe with associated energy dissipation (12-inch rip-rap). The system will outfall offsite by overland flow which ultimately discharges to the headwaters of Andrews Mill Creek. In addition, offsite drainage from the west of the project will be conveyed to the north via a small linear berm prior to continuing easterly in the direction of the existing flow pattern. The offsite drainage is not collected into the proposed system. This permit does not authorize impacts to wetlands or other surface water. The surface water management system is in accordance with the approved plans prepared by KG Development Services, LLC.

LOCATION:

Section(s): 2 Township(s): 3N Range(s): 19W
Walton County

ISSUED TO:

Walton County Sheriff's Office
752 Triple G Rd.
DeFuniak Springs, FL 32433

Permittee agrees to hold and save the Northwest Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to any permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued pursuant to Part IV of Chapter 373, Florida Statute (F.S.), and Chapter 62-330, Florida Administrative Code, (F.A.C.), and may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

This permit also constitutes certification compliance with water quality standards under Section 401 of the Clean Water Act, 33 U.S. Code 1341.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated March 16, 2020

AUTHORIZED BY: Northwest Florida Water Management District
Division of Resource Regulation



By:

Andrew Joslyn
ERP Bureau Chief

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER IND-131-291337-1
Walton County Sheriff Driver Training Facility
DATED March 16, 2020

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].

3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 2. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, 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 of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
 1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. 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 binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. **Record-keeping.** The permittee shall be responsible for keeping records documenting that relevant permit conditions are met. This documentation shall include, at a minimum, the date of each inspection, the name and qualifications of the inspector, any maintenance actions taken, and a determination by the inspector as to whether the system is operating as intended. Inspection documentation must be readily available and shall be submitted annually to the District by the anniversary date of the permit.
20. Once project construction has been deemed complete, including the re-stabilization of all side slopes, embankments, and other disturbed areas, and before the transfer to the Operation and Maintenance phase, all obsolete erosion control materials shall be removed.

21. Grassed areas of the retention system shall be fertilized only as needed to maintain vegetation, and shall be mowed regularly in order to be kept at a manageable length as required for system functionality, maintenance, and safety.
22. Percolation performance shall be evaluated within the pond at least every third year. If there is evidence of inadequate percolation, the pond bottom must be re-scarified or deep-raked to restore percolation characteristics. If reworking the pond bottom fails to restore adequate percolation, additional retention area restoration shall be performed as follows:
 - a. Remove the top layer of the retention area bottom material to a depth of 2 to 3 inches and scarify or deep-rake the excavated bottom.
 - b. Replace excavated bottom material with suitably permeable material and restore the pond bottom to design grade.
23. **Inspections by the Permittee.**
 - o The stormwater system shall be inspected periodically for accumulation of debris and trash. Accumulations of debris and trash that negatively affect the function of the system shall be removed upon discovery.
 - o The stormwater system shall be inspected periodically for silt accumulation. Accumulations of silt that negatively affect the function of the system shall be removed.
 - o The overflow weir and skimmer, if applicable, shall be inspected annually to confirm that it is free-flowing and clear of debris.
24. **Inspections by a Registered Professional.** The stormwater management system shall be inspected by a registered professional to evaluate whether the system is functioning as designed and permitted. Percolation performance should specifically be addressed. The Registered Professional may record his inspection on Form No 62-330.311(1), Operation and Maintenance Inspection Certification or may provide his evaluation in any other format; however any report must be signed and sealed by the Registered Professional. Submittal of the inspection report to the District shall occur within 30 days of the inspection. Inspections shall be made by the Registered Professional in accordance with this schedule:
 - o On the first anniversary of the date of conversion to Operation and Maintenance Phase.
 - o Every fifth year on the anniversary of conversion to Operation and Maintenance phase, after the first year of successful operation.
25. **Reporting by a Registered Professional.** Within 30 days of any failure of a stormwater management system or deviation from the permit, a report shall be submitted to the District on Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure or deviation. This report shall be signed and sealed by a Registered Professional.
26. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered

and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.



NOTICE OF RIGHTS

Northwest Florida Water Management District

152 Water Management Drive, Havana, FL 32333-4712

(850) 539-5999 Fax (850) 539-2693

www.nwfwater.com



The following information addresses procedures to be followed if you desire an administrative hearing or other review of agency action.

PETITION FOR FORMAL ADMINISTRATIVE PROCEEDINGS

Any person whose substantial interests are or may be affected by the action described in the enclosed Notice of Agency Action, may petition for an administrative hearing in accordance with the requirements of section 28-106.201, Florida Administrative Code, or may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes, before the deadline for filing a petition. Pursuit of mediation will not adversely affect the right to administrative proceedings in the event mediation does not result in a settlement. Petitions for an administrative hearing must be filed with the Agency Clerk of the Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-9700 by the deadline specified in the attached cover letter. Failure to file a petition within this time period shall constitute a waiver of any rights such person may have to request an administrative determination (hearing) under section 120.57, Florida Statutes, concerning the subject permit application. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

DISTRICT COURT OF APPEAL

A party who is adversely affected by final agency action on the permit application and who has exhausted available administrative remedies is entitled to judicial review in the District Court of Appeal pursuant to section 120.68, Florida Statutes. Review under section 120.68, Florida Statutes, is initiated by filing a Notice of Appeal in the appropriate District Court of Appeal in accordance with Florida Rule of Appellate Procedure 9.110.

SECTION 28-106.201, FLORIDA ADMINISTRATIVE CODE, INITIATION OF PROCEEDINGS

- (1) Unless otherwise provided by statute, and except for agency enforcement and disciplinary actions that shall be initiated under Rule 28-106.2015, F.A.C., initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 1/2 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.
- (2) All petitions filed under these rules shall contain:
 - (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; 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 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 the petitioner contends warrant reversal or modification of the agency's proposed action;
 - (f) A statement of the specific rules or statutes 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 petitioner wishes the agency to take with respect to the agency's proposed action.
- (3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

Rulemaking Authority 14.202, 120.54(3), (5) FS. Law Implemented 120.54(3) FS. History--New 4-1-97, Amended 9-17-98, 1-15-07, 2-5-13.

NOTICING PUBLICATION INFORMATION

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county where the proposed activities are to occur. Publication of notice informs "third parties" of their right to have a 21-day time limit in which to file a petition opposing the District's action. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frame state above, you may publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication is attached. You may use this format or create your own, as long as the essential information is included.

If you do decide to publish a Notice of Final Agency Action, please provide the District a copy of the Proof of Publication when you receive it. That will provide us notice that action on this permit application is closed after the 21 days following publication.

**Notice of Final Agency Action Taken by the
Northwest Florida Water Management District**

Notice is given that Environmental Resource permit number IND-131-291337-1 was issued on March 16, 2020 to Wiley Willoughby

Walton County Sheriff's Office for the construction of a new surface water management system designed to provide treatment and attenuation for a new 5.21-acre development located north of the existing Walton County Sheriff's Office Complex on 221 Triple G Road in DeFuniak Springs, (Walton County). The new development will consist of the construction of a 300-foot by 600-foot asphalt driving surface with curbing around the perimeter and the installation of a small linear berm along the western boundary of the proposed asphalt driving surface. The surface water management system consists of the construction, maintenance, and operation of a dry retention pond to be constructed near the eastern portion of the driving facility. Stormwater runoff has been designed to sheetflow across the impervious surfaces and captured by two drainage inlets located near the eastern portion of the facility. These inlets will convey runoff into the pond along the western side. The control structure consists of a modified Type D Inlet equipped with a 4.06-foot wide slot weir set at an elevation 249.00 feet with the top of the structure set at an elevation 251.00 feet. This structure will discharge through approximately 24 linear feet of 24-inch RCP toward the southeast through and FDOT 24-inch mitered end section pipe with associated energy dissipation (12-inch rip-rap). The system will outfall offsite by overland flow which ultimately discharges to the headwaters of Andrews Mill Creek. In addition, offsite drainage from the west of the project will be conveyed to the north via a small linear berm prior to continuing easterly in the direction of the existing flow patterns. The offsite drainage is not collected into the proposed system. Wetlands and/or other surface water impacts are not authorized in this permit. The project is located at 221 Triple G Road, Walton County.

The application file is available online and can be accessed through the District's e-Permitting Portal at:

<https://permitting.sjrwmd.com/nwepermitting/jsp/Search.do?theAction=PermitNumSearch>. If you have any questions or are experiencing difficulty viewing the electronic application, please contact us at (850) 951-4660.

A person whose substantial interests are affected by the District permitting decision may petition for an administrative hearing in accordance with Sections 120.569 and 120.57 F.S., or may choose to pursue mediation as an alternative remedy under Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401-404, Florida Administrative Code. Petitions must comply with the requirements of Florida Administrative Code, Chapter 28-106 and be filed with (received by) the District Clerk located at District Headquarters, 81 Water Management Drive, Havana, FL 32333-4712. Petitions for administrative hearing on the above application must be filed within twenty-one (21) days of publication of this notice or within twenty-six (26) days of the District depositing notice of this intent in the mail for those persons to whom the District mails actual notice. Failure to file a petition within this time period shall constitute a waiver of any right(s) such person(s) may have to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., concerning the subject permit. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceedings, in accordance with the requirements set forth above.



WALTON COUNTY DEVELOPMENT ORDER

Development Order No. LTM20-000012

March 11, 2020

Walton County Sheriffs Driver Training Facility A LESS THAN MINOR DEVELOPMENT

Based upon the Walton County Planning and Development Staff's and Technical Review approval of this Development Order on March 11, 2020, this document will serve as your final Development Order, with the following conditions as specified by the Walton County Planning and Development Services Department.

BACKGROUND:

Applicant: Keith Guithrie, P.E. on behalf of Walton County

Request: This project is requesting to construct a 300 ft X 600 ft asphalt driver training pad; the remaining area is a new stormwater facility and grass tie into existing grade on 19.6 acres of 415+/- acre tract.

Location: The project is located west of County Road 83, south of County Highway 1883 in DeFuniak Springs.

Parcel: 02-3n-19-19000-028-0010

Future Land Use: Public Facilities

Zoning: Public Facilities

Density: Not Applicable

ISR: Allowed: 85% Proposed: 0.2

FAR: Allowed: 0.50 Proposed: 0.004

DETERMINATIONS:

1. The Walton County Technical Review Staff approved the project as presented in the submittal package and subject to all applicable conditions identified within this development order with all necessary changes and updates, testimony, and contingent upon payment of all outstanding fees prior to the issuance of the development order.

CONDITIONS OF APPROVAL FOR Walton County Sheriff's Office Driver Training Facility

(LTM20-000012)

1. Prior to starting any construction activity on the site –
 - a. The Contractor shall contact the **Walton County Development Order Inspector to schedule a Pre-construction Meeting to be held onsite prior to commencement of construction** (Blan Carter at the Planning and Development Services Division, 842 State Highway 20 E, Suite 110 Freeport, Florida 32439, Phone: 850-267-1955).
 - b. All construction activity within the Public Right-of-Way, including but not limited to roadway / driveway connections, sidewalk construction or maintenance, utility construction / tap connections, all roadway bores or cuts, roadway improvements, incidental grading, and stormwater and irrigation system construction, shall require a "Public Right-of-Way Construction Activity Permit" issued by the Public Works Division of Walton County, 97 Montgomery Circle, DeFuniak Springs, FL 32435, Phone: (850) 892-8108. No Construction Activity shall begin on the site or in the right-of-way prior to issuance of the Right-of-Way Construction Permit and holding the Pre-construction Meeting onsite.
 - c. All applicable permits are obtained prior to commencement of construction.
2. Payment of all applicable outstanding fees.
3. Provide a note in bold letters on the construction drawings stating that:
 - a. Contractors shall maintain public access at all times along all Walton County Rights-of-Ways.
 - b. No parking or unloading of materials shall occur within the public right-of-way.
 - c. Contractor shall be responsible for any damage to structures within the public right-of-way and shall repair any damage caused by the construction activities to the public right of way at the contractor's expense.
 - d. Contractor shall not relocate any sidewalk or multiuse path within the County right-of-way without written permission from the Walton County Engineer.
 - e. All stop signs and stop bars shall be placed between the property boundary and the multi-use path as to facilitate the traffic stopping before the multi-use path.
 - f. Contractor shall mark all crosswalks and multiuse path crossings to indicate them as a pedestrian pathway after the final driveway is in place.
 - g. All landscaping within the County right-of-way shall consist of drought tolerant species.
4. Pursuant to the Walton County Land Development Code and Walton County Comprehensive Plan, construction must commence within one (1) year of the date of the Development Order (no later than March 12, 2021) and must be completed as shown on the approved plans signed by the Division of Planning and Development.

WARNING: If the applicant/owner has not obtained a building permit(s) or has not commenced construction within one (1) year of issuance of the final development order, the final development order will become null and void and the application for plan approval must be re-initiated.

NOTE: The development order will not expire if development has commenced and is continuing in good faith according to the approved plan, per §1.13.09.D of the Walton County Land Development Code. An applicant/owner who desires to extend the one year deadline must apply for the extension no less than thirty (30) days before the expiration of their development order. The applicant may receive only one extension, and that extension may not exceed one year.

If the applicant fully complies with the requirements of condition no. 5 above, the concurrency capacity allocation status for *Walton County Sheriff's Driver Training Facility*, will be protected unless the development fails to comply with the terms and conditions of this Development Order and attached site plan.

5. The applicant must obtain Walton County permits for the following activities on and off site (these may require submission of an appropriate surety):
 - a. Disturbance of the County's right-of-way (Note: Applicant must obtain the proper ROW permit(s) from the Engineering Department prior to issuance of building permits, unless otherwise exempted by the County Engineer.)
 - b. Pavement cuts.
 - c. Construction of any kind.
 - d. Clearing, grubbing, or demolition.
 - e. Paving, grading, drainage, sidewalks.
 - f. Signage.
 - g. Installation of utilities.
 - h. Construction trailers.
6. The terms and conditions of the following permits from the State of Florida are hereby incorporated into this Development Order:
 - a. Prior to commencement of the development, provide a copy of the NPDES Notice of Intent (NOI) along with the required Stormwater Pollution Prevention Plan (SWPPP).

Exhibits:

- a. Engineering Review & Traffic Letter
- b. Environmental Review/Flood Review
- c. Fire Review
- d. Waiver of Fees

The fees required by this Development Order have been reviewed and confirmed for accuracy and that they have been paid:

Sidewalk Buy-out Fee: N/A If not applicable, why? Not required in this development.

Paid: N/A Owed: N/A Receipt#: N/A

Preservation Buy-out Fee: If not applicable, why? Not required in this development.

Paid: N/A Owed: N/A Receipt#: N/A

Not applicable with this LTM development.

Proportionate Fair Share: no (see engineering traffic letter)

Paid: N/A Owed: N/A Receipt#: N/A

Plat Recreation Fee: N/A If not applicable, why? This is not a plat or residential project.

Paid: N/A Owed: N/A Receipt#: N/A

911 Recording Fee: N/A If not applicable, why? Not a plat Paid: N/A Owed: N/A Receipt #: N/A



Are there any outstanding Planning fees?

The fees described are being required by this Development Order have been reviewed and confirmed by [signature] on this [date], as being correct.

<u>[Signature]</u>	<u>L JI /fL,J DJrnu...</u>	<u>15/12/17</u>
Owner	(Print Name)	Date
<u>[Signature]</u>	<u>2en ee & t. lkf</u>	<u>[Signature]</u>
Project Manager	(Print Name)	Date
Approved by: <u>£j/D t{/J</u>		<u>6(; 'J./2.a</u>
Planning and Development Official		Date



Walton County Planning and Development Services

842 State Highway 20 E, Suite 110
Freeport, Florida 32439
Phone 850-267-1955 * Facsimile 850-622-9133
<https://www2.citizenserve.com/waltonplanning>

LESS-THAN-MINOR DEVELOPMENT ORDER ENGINEERING REVIEW

Parcel No: 02-3N-19-19000-028-0010
221 Triple G Road, Defuniak Springs

Date: March 9, 2020

Through: Renee Bradley / Senior Planner

From: Andrea Ward, P.E.

Re: LTM 20-000012 – Engineering Review

Project Information

The project is located west of County Road 83, south of County Highway 1883 in Defuniak Springs. The total parcel is approximately 19.60 acres [853,776 square feet (ft²)], however the proposed project only impacts 5.21 acres (226,782 ft²). Current infrastructure on the parcel include an existing structure, physical agility course, and agricultural crops. Proposed improvements encompass the construction of a 182,106 ft² asphalt driving training facility. Due to the nature of the proposed project the improvements are not anticipated to generate increased traffic to the area.¹ The proposed stormwater management approach includes a 4-foot deep, 0.58 acre (25,343 ft²) retention area. The capacity of the proposed stormwater management system is approximately 1.88 acre-feet (82,207 ft³).^{2,3}

The proposed improvements appear to meet or exceed the minimum engineering criteria established in the Walton County Land Development Code. Engineering staff has no further comments at this time.

Andrea Ward, P.E.

¹ KG Development Services, LLC. *Traffic Analysis/Concurrency*. March 2, 2020.

² KG Development Services, LLC. *Stormwater Management Plan Walton County SheriffDriver Training Facility 221 Triple G Road, Defuniak Springs, FL*. February 2020.

³ KG Development Services, LLC. *Walton County SheriffDriver Training Facility Stormwater Management Plan Walton County SheriffDriver Training Facility 221 Triple G Road, Defuniak Springs, FL*. February 2020.



Walton County Planning and Development Services

842 State Highway 20 E, Suite 110

Freeport, Florida 32439

Phone 850-267-1955 * Facsimile 850-622-9133

<https://www2.citizenserve.com/waltonplanning>

Date: March 6, 2020

To: Renee Bradley, Project Manager

From: Aaron Craker CFM, Environmental Planner

Subject: New Less-Than-Minor Development: Walton County Sheriff Driver Training Facility

Project No: LTM20-000012

This project is requesting to construct a 300 ft X 600 ft asphalt driver training pad; the remaining area is a new stormwater facility and grass tie in to existing grade.

Specific Environmental Review Comments:

The proposed development appears to meet the minimum Natural Resource Protection Standards of the Land Development Code. Environmental Planning staff has no further comments at this time.

General Environmental Comments / Conditions of Approval:

1. Prior to commencement of the development, provide a copy of the NPDES Notice of Intent (NOI) along with the required Stormwater Pollution Prevention Plan (SWPPP).
2. Provide a copy of the Environmental Resource Permit or "Self Certification for a Stormwater Management System in Uplands Serving Less than 10 Acres of Total Project Area and Less than 2 Acres of Impervious Surfaces (10-2 General Permit)", prior to commencement of development.



Walton County Planning and Development Services

842 State Highway 20 E, Suite 110

Freeport, Florida 32439

Phone 850-267-1955 * Facsimile 850-622-9133

<https://www2.citizenserve.com/waltonplanning>

Date: March 6, 2020

To: Renee Bradley, Project Manager

From: Aaron Craker CFM, Environmental Planner

Subject: Walton County Sheriff Driver Training Facility Floodplain Review

Project No: LTM20-000012

Floodplain Specific Comments:

The proposed development appears to meet the minimum Floodplain requirements of the Land Development Code.

Renee Bradley

From: Jonathon Davis <davjonathon@waltonso.org>
Sent: Thursday, March 12, 2020 11:39 AM
To: Renee Bradley
Subject: Re: Walton County Sheriff's Driver Training Facility LTM20-000012

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Everything looks good. I'll leave comments on citizenserve stating it's good to go on my end.

Jonathon Davis
Station 8 C Shift Lieutenant
Lifesafety Inspector
Walton County Fire Rescue
Office of the Sheriff, Walton County
63 Bo Pete Manor Road
DeFuniak Springs, Florida 32435
davjonathon@waltonso.org
850.401.9505 – Work Cell
850.892.6162 – Office

From: Renee Bradley <BraRenee@co.walton.fl.us>
Sent: Thursday, March 12, 2020 11:31:12 AM
To: Jonathon Davis <davjonathon@waltonso.org>
Subject: Walton County Sheriff's Driver Training Facility LTM20-000012

Jonathan, can you look at this today, I'm trying to get their DO out before I go on vacation for 2 weeks, today is my last day and I am only pending your comments, no buildings are associated just a Paved 300 x 600' area.

Thank you!

Renee Bradley, Senior Planner
ORI Coordinator



842 State Highway 20 East, Unit 110
Freeport, FL 32439

brarenee@co.walton.fl.us
Phone: 850-267-1955
Fax: 850-622-9133

How was my service? Click here to answer a short survey regarding your experience with the Planning Department: <https://www.surveymonkey.com/r/JD8HKFY>



MICHAEL A. ADKINSON, JR., SHERIFF
Office of the Sheriff, Walton County

January 23, 2020

Walton County Planning and Development
842 East State Highway 20 Suite 110
Freeport, FL 32439

RE: Walton County Driver Training Facility

Ms. Renee Bradley,

Please find this letter as a formal request to have the fees for the development order review, environmental review, engineering review, and pre-application meeting waived for the Walton County Sheriff's Office Driver Training Facility Project.

The Planning Board has allowed this to be Stand Alone Project and not part of a Master Development.

We also request that the Title search with any recorded covenants or restrictions on the parcel be waived due to the County taking ownership of this property in whole in 2001.

The request is made on behalf of the duly elected Sheriff of Walton County; Michael A. Adkinson, Jr.

Respectfully,

Jerry Bryan
Chief Deputy

Thank you for your co

nsideration.

Mar 2-12-2020

DIVISION 1
GENERAL REQUIREMENTS

SECTION: 01010
SUMMARY OF THE WORK

1. The following is a general description of the project. The work covered by this specification consists of furnishing all labor, materials, and equipment, and performing all operations to accomplish this work.

This outline is for the convenience of the contractor and does not in any way limit the responsibility of the contractor to accomplish and complete all work as shown on the drawings and called for in the specifications.

2. The work in this contract includes the following:
 - A. Demolition and disposal of items designated for removal. Coordinate with the owner for all activities on site.
 - B. Construction including all site-work, that includes earthwork, compaction, paving and base, storm drainage, water distribution, electrical power and lighting. All other work described in the plans and specifications is to be included for a complete project.
 - C. Anticipated Project Schedule: to be provided by the contractor and shall include the following: complete flow chart of coordinated activities and durations to complete the work per the required schedule of 120 calendar days.

END OF SECTION

DIVISION 1
GENERAL REQUIREMENTS

SECTION: 01027
APPLICATION FOR PAYMENT

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.

The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

SCHEDULE OF VALUES

Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule, pursuant to Section 01300 "Submittals".

Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

- Contractor's construction schedule.
- Application of Payment form.
- List of subcontractors.
- Schedule of alternates.
- List of products.
- List of principal suppliers and fabricators.
- Schedule of submittals.
- Schedule of optimum delivery dates for owner furnished materials and equipment.

Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than 7 days before the date scheduled for submittal of the initial Application for Payment.

Format and Content: As a minimum use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values. Use AIA Form G703.

Identification: Include the following Project identification on the Schedule of Values:

Project name and location.
Name of the Architect.
Project number.
Contractor's name and address.
Date of submittal.

Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amount down into several line items.

Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent state of completion, and for total installed value of that part of the Work.

Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum, pursuant to Section 01300 "Submittals".

APPLICATION FOR PAYMENT:

Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.

The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction work covered by each Application or Payment is the period indicated in the Agreement.

Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for Payment or other similar format, subject to Architect's approval.

Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

Transmittal: Submit 3 executed copies of each Application for Payment to the Architect by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.

Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Contractor's Construction Schedule (preliminary if not final).
5. Schedule of principal products (including owner supplied items).
6. Schedule of unit prices.
7. Submittal Schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. List of Contractor's principal consultants.
10. Copies of authorizations and licenses from governing authorities for performance of the Work.
11. Initial progress report.
12. Report of pre-construction meeting.
13. Certificates of insurance and insurance policies.

Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment, this application shall reflect any Certificates of Partial Substantial completion issued previously for Owner occupancy of designated portions of the Work.

Administrative actions and submittals that shall proceed or coincide with this application include:

1. Occupancy permits and similar approvals.
2. Warranties (guarantees) and maintenance agreements.
3. Test/adjust/balance records.
4. Maintenance instructions.
5. Start-up performance reports.
6. Change-over information related to Owner's occupancy, use, operation and maintenance.
7. Final cleaning.
8. Application for reduction of retainage, and consent of surety.
9. Advice on shifting insurance coverages.
10. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Assurance that unsettled claims will be settled.
4. Assurance that Work not complete and accepted will be completed without undue delay.
5. Transmittal of required Project construction records to Owner.
6. Proof that taxes, fees and similar obligation have been paid.
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish and similar elements.
9. Change of door locks to Owner's access.
10. Consent of surety to final payment.
11. Contractors Affidavit of Release of Liens and/or Contractors Affidavit of Payment of Debits.
12. A copy of the punch list with each item initialed as complete by the project superintendent or sub-contractor.

END OF SECTION

DIVISION 1
GENERAL REQUIREMENTS

SECTION: 01040
PROJECT COORDINATION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections.

1.02 SUMMARY

This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

Coordination.
Administrative and supervisory personnel.
General installation provisions.
Cleaning and protection.

Progress meetings, coordination meetings and pre-installation conferences are included to Section "Project Meetings".

Requirements for the Contractor's Construction Schedule are included in Section "Submittals".

1.03 SUPERVISION

The contractor shall provide a full time and permanent superintendent who shall be on site during all construction activity for the full course of construction.

1.04 COORDINATION

Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.

Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

Make adequate provisions to accommodate items scheduled for later installation.

Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.

Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

- Preparation of schedules.
- Installation and removal of temporary facilities.
- Delivery and processing of submittals,
- Progress meetings.
- Project Close-out activities.

1.05 SUBMITTALS

Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individual, their resumes showing experience and training, their duties and responsibilities; list their addresses and telephone numbers. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

PART 2 EXECUTION

2.01 GENERAL INSTALLATION PROVISION

Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in contract documents.

Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.

Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.

Recheck measurements and dimensions, before starting each installation.

Install each component during weather conditions and project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

2.01 CLEANING AND PROTECTION

During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to the following:

- Excessive static or dynamic loading.
- Excessive internal or external pressures.
- Excessively high or low temperatures.
- Thermal shock.
- Excessively high or low humidity.
- Air contamination or pollution.
- Water or ice.
- Solvents.
- Chemicals.
- Light.
- Radiation.
- Puncture.
- Abrasion.
- Heavy traffic.
- Soiling, staining and corrosion.
- Bacteria.
- Rodent and insect infestation.
- Combustion.
- Electrical current.
- High speed operation.
- Improper lubrication.

Unusual wear or other misuse.
Contact between incompatible materials.
Destructive testing.
Misalignment.
Excessive weathering.
Unprotected storage.
Improper shipping or handling.
Theft.
Vandalism.

END OF SECTION

DIVISION 1
GENERAL REQUIREMENTS

SECTION: 01200
PROJECT MEETING

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provision of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements for project meetings including but not limited to:

- Pre-Construction Conference.
- Coordination Meetings.
- Progress Meetings.

PRE-CONSTRUCTION CONFERENCE

Schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities, personnel assignments, and the administration of the project.

Attendees: The Owner, Architect and their consultant, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.

Agenda: Discuss items of significance that could affect progress including such topics as, but not limited to the following:

- Tentative construction schedule.
- Critical Work sequencing.
- Designation of responsible personnel.
- Procedures for processing field decision and Change Orders.
- Procedures for processing Applications for Payment.
- Distribution of Contract Documents.
- Submittal of Shop Drawings, Product Data and Samples.
- Preparation of record documents.
- Use of the premises.
- Office, Work and storage areas.
- Equipment deliveries and priorities.
- Safety procedures.

First aid.
Security.
Housekeeping.
Working hours.

COORDINATION MEETINGS

Conduct project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular monthly progress meetings and special pre-installation meetings.

Request representation at each meeting by every party currently involved in coordination or planning of the construction activities involved.

Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

END OF SECTION

DIVISION 1
GENERAL REQUIREMENTS

SECTION: 01300
SUBMITTALS

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirement for submittals required for performance of the Work, including:

- Contractor's construction schedule and updates.
- Daily construction reports.
- Shop Drawings.
- Product Data.

Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

- Permits.
- Applications for payment.
- Performance and payment bonds.
- Insurance certificates.
- List of Subcontractors and Major suppliers.

Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

Include Contractor's certification that information complies with Contract Document requirements.

SUBSTITUTIONS

Substitutions shall be submitted prior to award of contract, unless otherwise acceptable

CONTRACTORS CONSTRUCTION SCHEDULE

Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.

Schedule Updating:

1. The Bar Chart Schedule shall be updated to show actual progress and the effect of modifications, delays and other events. A second bar for each work item, in a contrasting color or pattern, shall be drawn parallel to the proposed schedule to show actual progress and to forecast future progress. The actual chart and to date shall be entered, as well as the actual dates of milestone event. Updates are to be submitted monthly to the Architect with, and as a part of, each payment request.

DAILY CONSTRUCTION REPORTS

Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Architect at weekly intervals:

- List of subcontractors at the site.
- Approximate count of personnel at the site.
- High and low temperatures, general weather conditions.
- Accidents and unusual events.
- Meetings and significant decisions.
- Stoppages, delays shortages, losses.
- Emergency procedures.
- Orders and requests of governing authorities.
- Change Orders received, implemented.
- Services connected, disconnected.
- Equipment or system tests and start-ups.
- Substantial Completions authorized.
- List of work items.

SHOP DRAWINGS

Submit newly prepared information, drawn to accurate scale, Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

Shop Drawings include fabrication and installation drawings, sheeting diagrams, schedules, patterns, templates and similar drawings. Include the following information:

- Dimensions.
- Identification of products and materials included.
- Compliance with specified standards.
- Notation of coordination requirements.
- Notation of dimensions established by field measurement.

Final Submittal: Submit PDF's of all documents or other acceptable electronic format. Submit prints where required for maintenance manuals. Digital submittals are preferred.

Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

END OF SECTION

DIVISION 1
GENERAL REQUIREMENTS

SECTION: 01400
QUALITY CONTROL SERVICES

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements for quality control services.

Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.

Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contractor Document requirements.

Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

Specific quality control requirements for individual construction activities include but are not limited to these and maybe listed in each section that specify those activities. The following test shall be paid for by the Contractor:

- A. Testing for analysis of top soils and fill material for ph factor, mechanical analysis, percentages of organic content and recommendation on type and quantity of additive required to establish satisfactory ph factor & supply of nutrients to bring nutrients to satisfactory level for planting.
- B. Test required to demonstrate satisfactory sub base and base compaction and to meet DOT standards for paving.
- C. Tests for subsoil and soils compaction and analysis for bearing of structures and fill.
- D. Tests for requirement of soils poisoning for Termite Control.
- E. Tests for welded and bolted connections for structural and miscellaneous steel.
- F. Concrete mix design and concrete strength tests.

G. Tests required assuring compliance with painting specifications.

Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.

Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.

Requirements for the Contractor to provide quality control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provision of this Section.

RESPONSIBILITIES

Contractor Responsibilities: The contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Section and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity; these services include those specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the Contract Sum.

The Contractor shall employ and pay an independent agency, to perform specified quality control services.

The Owner will engage and pay for the services of an independent agency to perform inspections and tests specified as the Owner's responsibility.

Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.

Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:

Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.

Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.

Providing facilities for storage and curing of test samples and delivery of samples to testing laboratories.

Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.

Security and protection of samples and test equipment at the Project site.

Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.

The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

The agency is not authorized to release, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.

The agency shall not perform any duties of the Contractor.

Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition, the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

SUBMITTALS

The independent testing agency shall submit a certified written report of each inspection, test or similar service, to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate. Each report shall specifically indicate the exact location of each test on each report.

Submit additional copies of each written report directly to the governing authority, when the authority so directs.

Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:

Date of issue.
Project title and number,
Name, address and telephone number of testing agency.
Dates and locations of samples and tests or inspections.
Names of individuals making the inspection or test.
Designation of the Work and test method.
Identification of product and Specification Section.
Complete inspection or test data.
Test results and an interpretations of test results.
Ambient conditions at the time of sample-taking and testing.
Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
Name and signature of laboratory inspector.
Recommendations on retesting.

QUALITY ASSURANCE

Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed. Each test report shall be signed by a State of Florida Registered Engineer. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

REPAIR AND PROTECTION

General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."

Protect construction exposed by or for quality control service activities, and protect repaired construction.

Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

DIVISION 1
GENERAL REQUIREMENTS

SECTION: 01500
TEMPORARY FACILITIES

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies requirements from temporary services and facilities, including utilities, construction and support facilities, security and protection.

Temporary utilities required include but are not limited to:

- Water service and distribution.
- Temporary electric power and light.
- Telephone service.
- Storm and sanitary sewer.

Temporary construction and support facilities required include but are not limited to:

- Temporary heat.
- Field offices and storage sheds.
- Temporary roads and paving.
- Sanitary facilities, including drinking water.
- Dewatering facilities and drains.
- Temporary enclosures.
- Temporary Project identification signs and bulletin boards.
- Waste disposal services.
- Rodent and pest control.
- Construction aids and miscellaneous services and facilities.

Security and protection facilities required include but are not limited to:

- Temporary fire protection.
- Barricades, warning signs, lights.
- Environmental protection.

Location of temporary offices and storage facilities will be in the designated assembly area or as otherwise shown by the Architect and/or the Owner.

QUALITY ASSURANCE

Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:

- Building Code requirements.
- Health and safety regulations.
- Utility company regulations.
- Police, Fire Department and Rescue Squad rules.
- Environmental protection regulations.
- Florida Department of Environmental Regulations
- Florida Department of Natural Resources
- U.S. Corps of Engineers

Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measure. Do not overload facilities or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

TEMPORARY FACILITIES

Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.

Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.

Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.

Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

First Aid supplies: Comply with governing regulation.

Fire Extinguishers: Provide hand-carried, portable UL-rated, Class "A" fire extinguishers for

temporary offices and similar spaces. In other locations provide hand-carried, portable UL-rated, class "ABC" dry chemical extinguishers, of a combination of extinguishers of NFPA recommended classes for the exposures.

Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

PART 2 - EXECUTION

TEMPORARY UTILITY INSTALLATION

General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials, and equipment; comply with the company's recommendations.

Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.

Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.

Use Charges: Cost or use charges for temporary facilities are chargeable to the Owner, and are to be included in the bid, and will not be accepted as a basis of claims for a Change Order.

Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.

Sterilization: Sterilize temporary water piping prior to use.

Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.

Power Distribution System: Install wiring overhead, and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, AC 20 ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.

Temporary Lighting: Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.

Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.

Telephones: Provide cell phone service for all personnel engaged in construction activities, throughout the construction period and post a list of important telephone numbers near the first aid

station in the job site trailer.

TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access in area and designated.

Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

Temporary Heat: Provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required.

Heating Facilities: Except where use of the permanent system is authorized, provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.

Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.

Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste container for used material.

Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will be not permitted.

Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a health and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.

Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.

Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division-2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations and construction free of water.

Temporary Enclosure: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.

Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment: and not

temporary facilities.

Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details provided by Architect. Project sign shall be as shown on drawings.

Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.

Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg c). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

SECURITY AND PROTECTION FACILITIES INSTALLATION

Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Architect.

Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."

Locate fire extinguishers where convenient and effective for this intended purpose, but not less than two extinguishers on each floor at or near each usable stairwell.

Store combustible materials in containers in fire-safe locations.

Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.

Provide supervision of welding operations, combustion type temporary heating units and similar sources of fire ignition.

Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.

Enclosure Fence: When excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to

accommodate construction operations. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except by the entrance gates.

Provide open-mesh, chain-link fencing with posts set in a compacted mixture of gravel and earth.

Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.

Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effect might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.

At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:

Replace significantly worn parts and parts that have been subject to unusual operating conditions.

Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION

DIVISION 1
GENERAL REQUIREMENTS

SECTION: 01631
PRODUCT SUBSTITUTION

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provision of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals."

DEFINITIONS

Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.

Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:

Substitutions requested by Bidders before 10 days prior to bid date, and accepted by the Architect prior to Bid Date of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in the Section for substitutions.

Specified options of products and construction methods included in Contract Documents.

SUBMITTALS

Substitution Request Submittal: Requests for substitution will be considered if received within 60 days after commencement of the Work. Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Architect.

Submit 4 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.

Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

Product Data, including Drawings and descriptions of products, fabrication and installation procedures and samples, where applicable or requested.

A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such a size, weight, durability, performance and visual effect.

Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.

A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.

Cost information, including a proposal of the net change, if any in the Contract Sum.

Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

Architects Action: Within 10 days of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request. Within 3 weeks of receipt of the request, or one week of receipt of the additional information or documentation, which ever is later, the Architect will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name.

PART 2 - PRODUCTS

SUBSTITUTIONS

Conditions: The Contractors substitution request will be received and considered by the Architect when extensive revisions to Contract Documents are not required, proposed changes are in keeping with the general intent of Contract Documents, the request is timely, fully documented and properly submitted, and when one or more of the following conditions are satisfied, as determined by the Architect, otherwise requests will be returned without action except to record noncompliance with these requirements.

The request is directly related to an "or equal" clause of similar language in the Contract Documents.

The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure

to pursue the Work promptly or coordinate activities properly.

The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

A substantial advantage is offered the Owner, in term of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar consideration.

The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.

The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.

The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.

The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

DIVISION 1
GENERAL REQUIREMENTS

SECTION: 01700
PROJECT CLOSEOUT

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

- Inspection procedures.
- Project record document submittal.
- Operating and maintenance manual submittal.
- Submittal of warranties.
- Final cleaning.
- Owner Instruction.

SUBSTANTIAL COMPLETION

Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exception in the request.

In the Application for Payment at Substantial Completion, show 100 percent completion for the portion of the Work claimed as substantially complete.

If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

Advise Owner of pending insurance change-over requirements.

Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

Submit as built drawings, record drawings, maintenance manuals, final project photographs, damage or settlement survey, and similar final record information.

Deliver tools, spare parts, extra stock, and similar items.

Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.

Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups and similar elements.

Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

The Architect will repeat inspection when requested and assured that the Work has been substantially completed.

Results of the completed inspection will form the basis of requirements for final acceptance.

FINAL ACCEPTANCE

Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operation where required.

Submit an updated final statement, accounting for final additional changes to the Contract Sum.

Submit a certified copy of the Architect's substantial completion inspection punch list of items to be completed or corrected, with each item initialed by the project superintendent or foreman of each trade, as completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.

Submit consent of surety to final payment (AIA Form G707)

Submit a final liquidated damages settlement statement.

Submit evidence of final, continuing insurance coverage complying with insurance requirements.

Reinspection Procedure: The Architect and Owner will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.

Upon completion of reinspection, the Architect will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, reinspection will be repeated. Payment for the cost of services from the Architect for reinspection beyond one (1) at each substantial completion phase and one (1) at Final Inspection will be the responsibility of the Contractor.

RECORD DOCUMENT SUBMITTALS

General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.

Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing condition fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to the concealed elements that would be difficult to measure and record at a later date.

Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.

Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.

Note related Change Order numbers where applicable.

Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, date and other identification on the cover of each set.

As Built Drawing: The contractor shall engage a competent person to prepare as-built drawings using information from the record drawings. Draft modifications to the Project on correctable, reproducible prints of the original drawing. Provide the Owner with all corrected and unmodified sheets to comprise a complete set of reproducibles, and two printed copy of these documents - bound. Reproducible copies of the original drawings may be obtained from the Architect at reproduction cost.

Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record

drawing information and Product Data.

Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.

Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.

Upon completion of mark-up, submit complete set of record Product Data to the Architect for the Owner's records.

Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.

Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with picket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

- Emergency instructions.
- Spare parts list.
- Copies of warranties.
- Wiring diagrams.
- Recommended "turn around" cycles.
- Inspection procedures.
- Shop Drawings and Product Data.
- Fixture lamping schedule.

PART 2 - EXECUTION

CLOSEOUT PROCEDURES

Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:

- As Built Drawings.
- Record documents.
- Maintenance manuals.
- Spare parts and materials.

Tools.
Lubricants.
Fuels,
Identification systems.
Control sequences.
Hazards.
Cleaning.
Warranties and bonds.
Maintenance agreements and similar continuing commitments.

As part of instructions for operating equipment, demonstrate the following procedures:

Start-up.
Shutdown.
Emergency operations.
Noise and vibration adjustments.
Safety procedures.
Economy and efficiency adjustments.
Effective energy utilization.

FINAL CLEANING

General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.

Remove labels that are not permanent labels.

Clean transparent materials.

Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean, remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION

DIVISION 1
GENERAL REQUIREMENTS

SECTION: 01740
WARRANTIES AND BONDS

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specifications Sections, apply to this Section.

SUMMARY

This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.

General closeout requirements are included in Section "Project Closeout".

Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the individual Sections of the specifications.

Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

WARRANTY REQUIREMENTS

Terms of warranties: The warranty period for all materials on this job is to be for a period of **one year** from the date of substantial completion unless otherwise noted in other sections of the specifications.

Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.

Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, not shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

SUBMITTALS

Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.

Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual and bind in a durable 3 ring loose leaf binder.

END OF SECTION



REPORT OF GEOTECHNICAL EXPLORATION

**Walton County Sheriff Office Driver Training Facility
Walton County, Florida**

Tierra Project No. 4511-19-035

Prepared for:

**Walton County Sheriff's Office
752 Triple G Road
Defuniak Springs, Florida 32433
Attn: Mr. William Willoughby**

Prepared by:

**Tierra, Inc.
1300 West Main Street
Pensacola, Florida 32502**

January 14, 2020



**1300 West Main Street · Pensacola, FL 32502
Phone (850) 462-8774 · Fax (850) 462-8784
Florida Certificate No. 6486**

TIERRA

January 14, 2020

Mr. William Willoughby
Walton County Sheriff Office
752 Triple G Road
Defuniak Springs, FL 32433

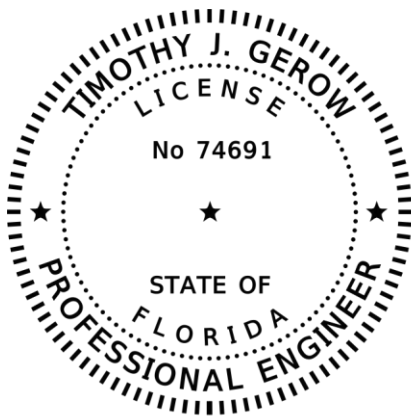
Subject: Walton County Sheriff's Office Driver Training Facility
Walton County, Florida
Tierra Project No. 4511-19-035

Mr. Willoughby:

Thank you for choosing Tierra, Inc. (Tierra) as your Geotechnical consultant. Per your authorization, we have completed the Geotechnical exploration for the subject project. The results of the study are discussed in this report.

Should you have any questions regarding the enclosed report or the project in general, please do not hesitate to contact us at (850) 462-8774.

Sincerely,
TIERRA, INC.



Timothy J. Gerow, PE
Sr. Project Engineer
Florida License No. 74691

*THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:*

ON THE DATE ADJACENT TO THE SEAL

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

TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FLORIDA 32502
CERTIFICATE OF AUTHORIZATION 6486
TIMOTHY J. GEROW, P.E. NO. 74691

A handwritten signature in blue ink, likely belonging to Mitchell L. Smith.

Mitchell L. Smith, PE
Principal Geotechnical Engineer
Florida License No. 43416

c.c. Mr. Keith Guthrie, PE – KG Development Services, LLC



1300 West Main Street · Pensacola, FL 32502
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Florida Certificate No. 6486

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APPENDIX A

Sheet 1 – Boring Location Plan

Sheets 2 & 3 – Soil Profiles

Falling Head Permeability Test Data Sheet

1.0 PROJECT INFORMATION

1.1 Project Authorization

Authorization to proceed on this project was issued by Mr. William Willoughby with Walton County Sheriff's Office (WCSO) via acceptance of our Geotechnical Engineering Services Proposal No. 45-19-091 dated December 3, 2019. A formal contract has been executed between Tierra, Inc. (Tierra) and WCSO for these services.

1.2 Project Description

Based on the information provided, we understand that the facility will include a driver training pad, a fire tower pad, and a stormwater pond.

The asphalt driver training pad will measure approximately 300'x600' and will support tractor trailer training. The concrete fire tower pad will measure approximately 120'x120' and will support a mobile fire training tower. Finished grades in these areas will reportedly be within 2 feet or so of existing grades.

Note that at the time this study was initiated, the stormwater pond location had not been finalized. At the time of this report, we understand that the stormwater pond will likely be located east of the training pads and southwest of the existing stormwater pond. The new pond is expected to be approximately 5 feet or so deep.

If any of the project information noted above is incorrect or has changed, please inform Tierra so that we may amend the recommendations presented in this report, if necessary.

1.3 Purpose and Scope of Services

The purpose of this exploration was to evaluate the subsurface conditions present in the subject areas and to render site preparation and concrete pavement recommendations for the pad areas, and Geotechnical parameters for use in design of the stormwater pond.

The exploration consisted of twelve 10 foot to 35 foot deep Standard Penetration Test borings; laboratory soil testing including natural moisture content tests, wash #200 sieve tests, and a falling head permeability test; and a site visit, visual classification of the soil samples, and analysis by our engineering staff.

2.0 SITE AND SUBSURFACE CONDITIONS

2.1 Site Location and Description

The site is located at the existing Walton County Sheriff's Office, 752 Triple G Road, DeFuniak Springs, Walton County, Florida.

At the time of our exploration, an existing unpaved road and stormwater pond were present in the proposed project areas. The area of the proposed driver training pad was cleared/plowed for agricultural purposes and an irrigation system was present. The area of the proposed fire tower was undeveloped and generally vegetated with pine trees. The area of the proposed stormwater pond was undeveloped and generally vegetated with grasses.

Based on review of the survey information, the site generally slopes downward from approximately elevation +265 feet on the west side to +245 feet on the east side.

2.2 Subsurface Conditions

The Boring Location Plan and the Soil Profiles of the borings drilled for this study can be found in Appendix A. The borings were field located and staked using a Garmin GPSMap 64ST Global Positioning System (GPS) unit with a reported accuracy of ± 1 meter. Therefore, the boring locations should be considered approximate.

The driver training/fire tower borings (B-1 through B-9) generally encountered very loose to loose sand and slightly silty sand from the ground surface to a depth of approximately 8 feet underlain by loose clayey sand to the bottom of the 10 foot deep borings.

Pond boring PBS-1 was drilled in an area of the site where consideration was being given to construct/enlarge the existing pond. The pond has since been relocated well south of this area and therefore the conditions encountered here do not impact design. For completeness, the boring generally encountered relatively permeable sand from the ground surface to depth of approximately 15 feet underlain by relatively low permeability clayey sand to the bottom of the 20 foot deep boring.

Pond borings PBS-2 and PBS-3 as well as boring B-8, which are in/near the current pond design location, generally encountered relatively permeable sand and slightly silty sand from the ground

surface to a depth of approximately 7 feet underlain by relatively low permeability silty sand, clayey sand and impermeable clay to the bottom of the 10 foot to 35 foot deep borings.

The above subsurface descriptions are of a generalized nature, provided to highlight the major soil stratum encountered. The Soil Profiles should be reviewed for specific subsurface conditions at each boring location. The stratification shown on the Soil Profiles represents the subsurface conditions at the actual boring locations only, and variations in the subsurface conditions can and may occur between boring locations and should therefore be expected. The stratification represents the approximate boundary between subsurface materials, and the transitions between strata may be gradual.

2.3 Groundwater Conditions

Groundwater was not encountered in the 10 foot deep driver training/fire training pad borings. Seasonal perched groundwater was encountered in the applicable pond boring PBS-2 and PBS-3 approximately 15 feet to 20 feet below existing grade at the time of drilling. The phreatic groundwater table was not encountered in these borings. Groundwater will be discussed in greater detail in Section 3.4 below.

2.4 Laboratory Soil Testing

Laboratory soil testing consisted of natural moisture content tests, wash #200 sieve tests, and a falling head permeability test. The results of the moisture content and wash #200 sieve tests can be found on the Soil Profiles opposite the samples tested.

The falling head permeability test was performed on a remolded bulk sample of the more permeable sands/ slightly silty sands encountered in the pond borings. The density to which the sample was remolded was based on the N_f values obtained from the SPT tests. The results of this test are summarized in Table 1 below. The Falling Head Permeability Test Data Sheet can be found in Appendix A.

TABLE 1						
LABORATORY FALLING HEAD PERMEABILITY TEST RESULTS						
Soil Stratum	Boring	Sample Depth, ft.	Sample Description	% Fines	Dry Density, pcf	Vertical Permeability, ft/day
1	PBS-2	2 to 8	Light Brown Slightly Silty SAND (SP-SM)	7	111	10.7

3.0 EVALUATION AND RECOMMENDATIONS

3.1 General Comments

The subsurface conditions encountered in the pavement areas are suitable for the typical pavement sections used in the subject area - limerock base and asphaltic concrete (or Portland cement concrete) over stabilized subgrade (minimum LBR = 40). Pavement recommendations are presented in Section 3.3 below.

The subsurface conditions encountered in the pond borings appear favorable for a shallow conventional dry pond. Ultimately, this will depend on the final pond analysis. Geotechnical parameters/recommendations for the stormwater pond are presented in Section 3.4 below.

3.2 Site Preparation Recommendations

The proposed pavement areas should be cleared, grubbed, and stripped of topsoil, debris (if encountered), and other deleterious material. Existing irrigation pipes and any other subsurface utilities (if present), should be removed from beneath and to a minimum distance of 5 feet from proposed pad areas. Excavations made to remove significant root systems or remnant structures/features should be backfilled with soils compacted to a minimum soil density of 93% of the Modified Proctor test (ASTM D1557).

Prior to placing fill soils, where applicable, the top of the ground surface should be proof-rolled with a large vibratory drum roller to identify potentially soft areas and/or shallow debris from prior development(s) of the site. Proof-rolling should be performed under the direction of an engineer or his/her representative, with test pits/borings performed where yielding conditions are identified.

Soft areas or areas with unsuitable materials (if encountered) should be undercut and backfilled with soils placed in maximum 8 inch (loose thickness) lifts compacted to a minimum soil density of 95% of the modified Proctor test (ASTM D1557). Vibratory compaction equipment should be used with caution due to the close proximity to existing structures.

Structural fill soils should be placed in maximum 12-inch (loose thickness) lifts and compacted to a minimum soil density of 95% of the Modified Proctor test (ASTM D1557).

The top 12 inches of subgrade in the proposed pavement areas should consist of a soil having a minimum LBR value of 40. The native sand to slightly silty sands may not meet this criteria, so if

testing of the native soils shows this to be the case, sufficient strength subgrade material will need to be imported to construct the pavement sections. Stabilized subgrade should be compacted to a minimum soil density of 98% of the Modified Proctor test (ASTM D1557).

3.3 Pavement Recommendations (Driver and Fire Training Pads)

Based on the subsurface conditions encountered and our understanding of finished grades, pavement sections consisting of asphaltic concrete (or Portland cement concrete) and limerock base should be suitable for the proposed pavement sections. A modulus of subgrade reaction of 100 lbs/in³ can be used for concrete pavement design provided the pavement area is prepared in accordance with the recommendations presented in this report.

The base course should be compacted to a minimum soil density of 98% of the Modified Proctor test (ASTM D1557). Stabilized subgrade having a minimum LBR of 40 should be installed beneath flexible and rigid pavements, and should be compacted to a minimum soil density of 98% of the Modified Proctor test (ASTM D1557). The native sands and slightly silty sands (Stratum 1) may not meet this LBR requirement, and should be tested to determine if imported subgrade material is required.

While designing the pavement section(s) for the proposed development was beyond the scope of our service, typical light duty flexible pavement sections for developments of this type in the local area consist of a minimum of 6 inches of base and a minimum of 1½ inches of Superpave SP-12.5 asphaltic concrete. Moderate duty pavement sections typically consist of a minimum of 8 inches of base and a minimum of 2 inches of Superpave SP-12.5 asphaltic concrete, while heavy duty pavement sections typically consist of a minimum of 8 inches of base and a minimum of 3½ inches of Superpave SP-12.5 asphaltic concrete. Typical rigid pavement sections for developments of this type in the local area consist of a minimum of 6 inches of concrete having a minimum flexural strength of 650 lbs./in². Joints should be doweled, the details of which should be provided by a licensed structural engineer.

The above sections represent minimum thicknesses representative of typical, local construction practices, and as such periodic maintenance should be anticipated. All pavement materials and construction procedures should conform to FDOT and/or appropriate city or county requirements.

3.4 Stormwater Pond Recommendations

Geotechnical design parameters for stormwater pond recovery analysis are provided below based on the design information provided at the time of this report, the field data collected from the site, the results of the laboratory tests noted above, and our experience with the subsurface conditions in the subject area.

- ✓ **Effective Base Depth:** A confining unit, which would hydrogeologically define the thickness of the surficial aquifer, was encountered in only one of the pond borings, PBS-2. The clay was encountered approximately 19 feet below existing grade. However, from a pond design perspective, the Stratum 2 silty sand and the Stratum 3 clayey sand should be considered a confining unit for modeling purposes as these soils will significantly hinder vertical infiltration of water.
- ✓ **Seasonal High Groundwater Level:** Although seasonal shallow perched groundwater was present in the pond borings, the phreatic groundwater table was not encountered in the maximum 35 foot deep borings. For the soil profile encountered at this site, we recommend setting the seasonal high water table 1 foot above the Stratum 2 silty sands or the Stratum 3 clayey sands.
- ✓ **Vertical Permeability:** A laboratory falling head permeability test was performed to evaluate vertical permeability of the shallow sands/slightly silty sands encountered in the borings. The results of the permeability test are presented above in Section 2.4. To summarize, the vertical permeability of the soil sample obtained from Stratum 1 (brown sand) was 10.7 ft/day.
- ✓ **Horizontal Permeability:** The horizontal permeabilities of the soils encountered in the test borings have been estimated based on the results of the vertical permeability tests and extensive experience with similar soils from field permeability tests. While horizontal permeabilities have generally been found to range from 3 to 10 times higher than vertical permeabilities of regional deposits, we recommend that a multiplier of 3 with a factor of safety of 2 be used for design (effectively, a 1.5 multiplier). Therefore, the horizontal permeability of the sands (Stratum 1) is estimated to be approximately 16.1 ft/day. We recommend considering the Strata 2, 3, and 4 materials as impermeable.

✓ **Effective Porosity:** Based on the fines contents of the soils encountered in the test boring, an effective porosity of 0.30 would be reasonable for modeling Stratum 1.

4.0 REPORT LIMITATIONS

The recommendations submitted are based on the available soil information obtained by Tierra, Inc. and design details furnished by the design team for the subject project. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, Tierra should be notified immediately to determine if changes in the foundation, or other, recommendations are required. If Tierra is not retained to perform these functions, we cannot be responsible for the impact of such conditions on the performance of the project.

The findings, recommendations, specifications, and professional advice contained herein have been made in accordance with generally accepted professional Geotechnical engineering practices in the local area.

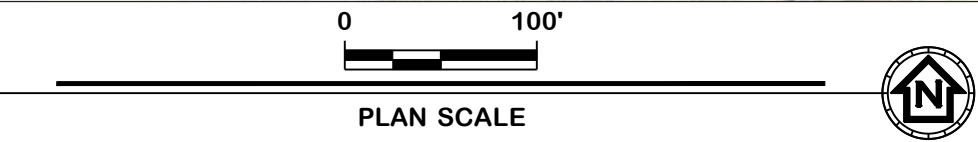
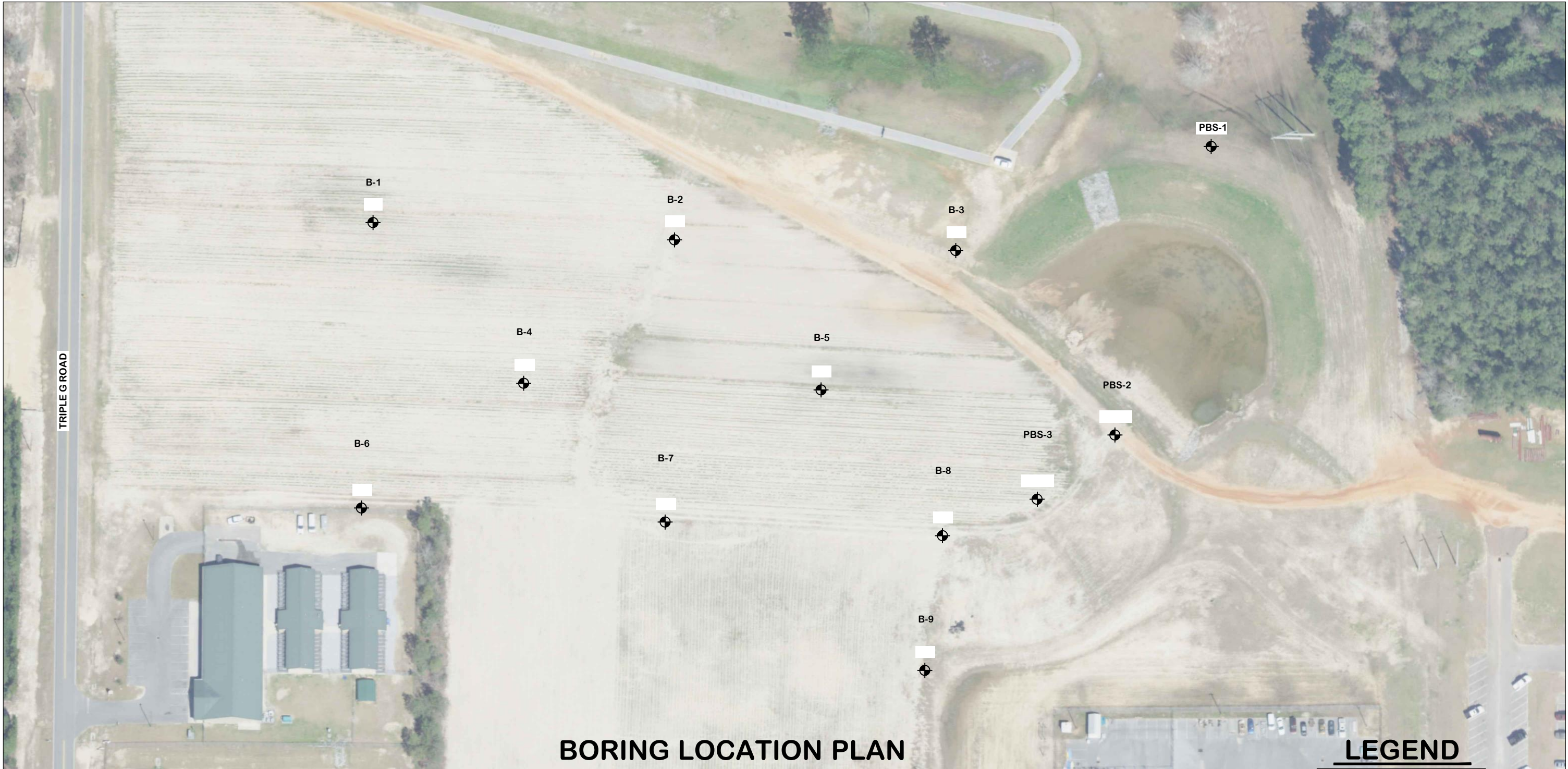
After the plans and specifications are more complete, the Geotechnical engineer should be provided the opportunity to review the final design plans and specifications to assure our engineering recommendations have been properly incorporated into the design documents. At that time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of Walton County Sheriff's Office for the specific application to the subject project.

APPENDIX A

Sheet 1 - Boring Location Plan

Sheets 2 & 3 - Soil Profiles

Falling Head Permeability Test Data Sheet



DRAWN BY: APPROVED BY: ENGINEER OF RECORD:

SW	TJG	LICENSE NO.:
CHECKED BY: TJG	DATE: JAN 2020	TIMOTHY J. GEROW, P.E. FLORIDA 74691

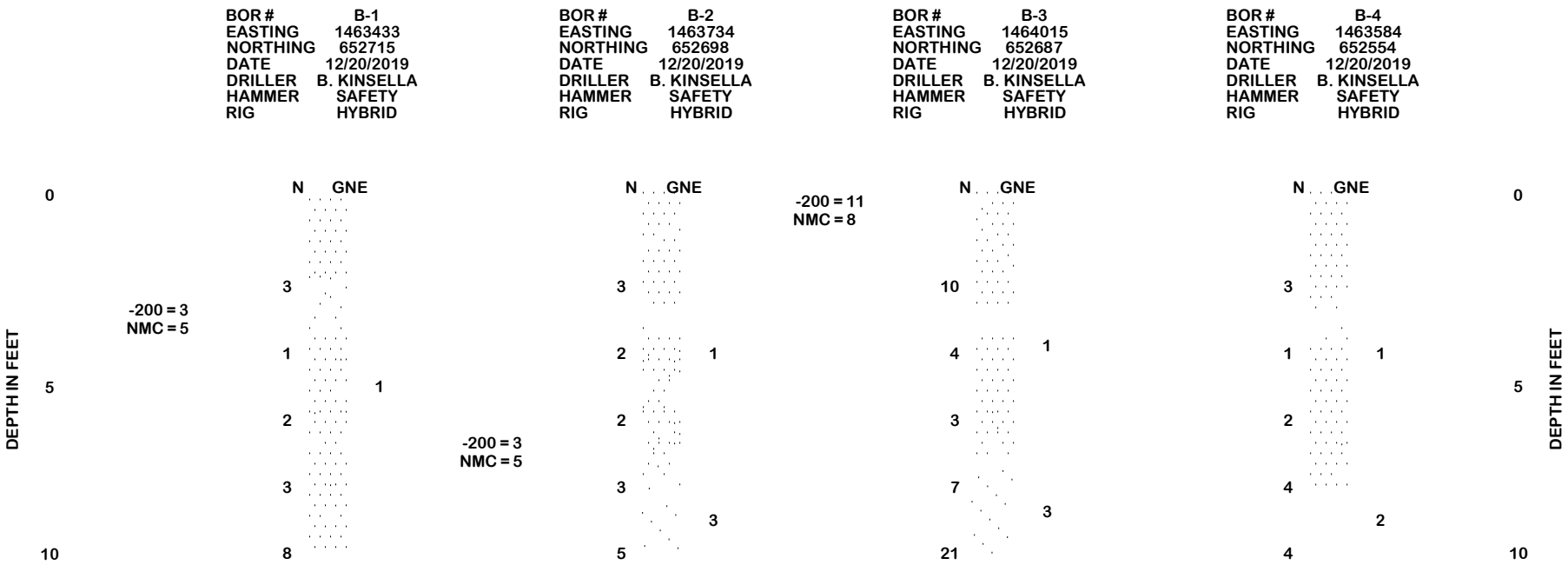


TIERRA
1300 West Main Street
Pensacola, Florida 32502
Phone: 850-462-8774 Fax: 850-462-8784
FL Cert. No.: 6486

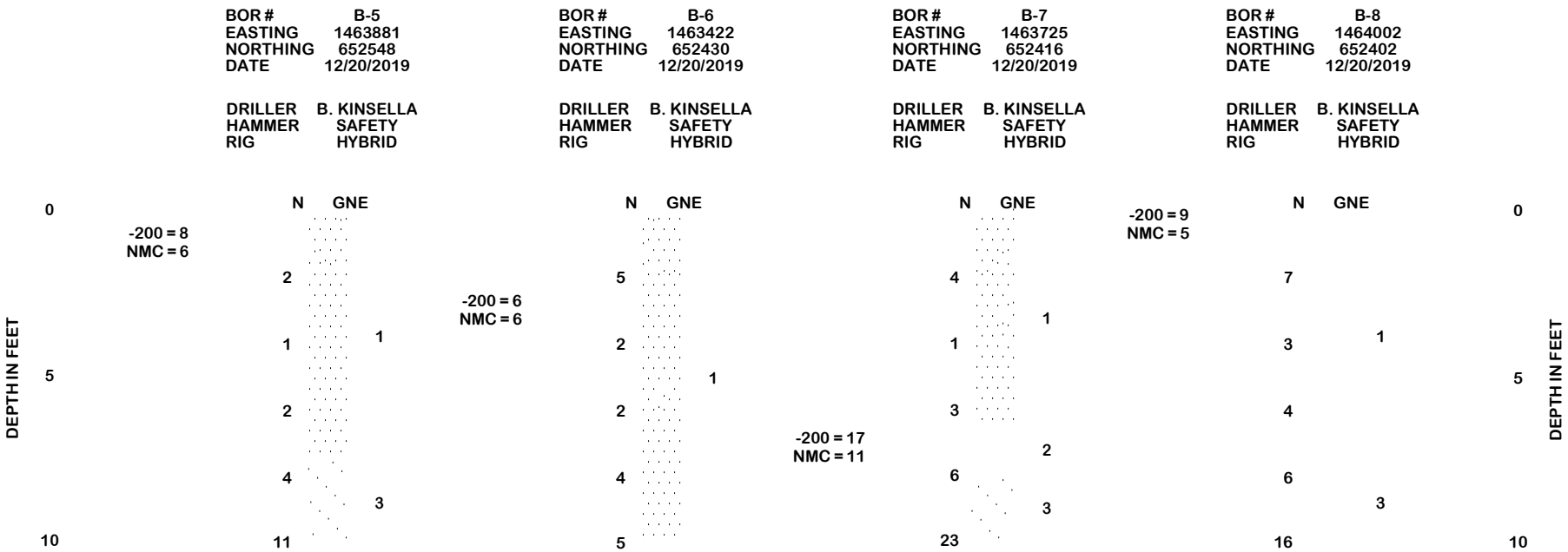
NOTED	1511-19-005	GEOTECHNICAL ENGINEERING SERVICES	SHEET 1
SCALE:	PROJECT NUMBER:	WALTON CO. SHERIFF DRIVER TRAINING FACILITY	
		WALTON COUNTY, FLORIDA	

SOIL PROFILES

LEGEND



- 1 WHITE, LIGHT BROWN, BROWN SAND TO SLIGHTLY SILTY SAND (SP TO SP-SM)
- 2 BROWN, ORANGE, RED SILTY SAND (SM)
- 3 WHITE, LIGHT BROWN, ORANGE, RED CLAYEY SAND (SC)
- 4 WHITE, GREY, BROWN CLAY (CL)
- SEASONAL PERCHED GROUNDWATER LEVEL ENCOUNTERED DURING INVESTIGATION
- N SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED)
- SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY REVIEW.
- GNE GROUNDWATER TABLE NOT ENCOUNTERED
- 200 PERCENT PASSING #200 SIEVE
- NMC NATURAL MOISTURE CONTENT (%)



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CHECKED BY:

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PROJECT NUMBER:

GEOTECHNICAL
ENGINEERING
SERVICES

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NOTED

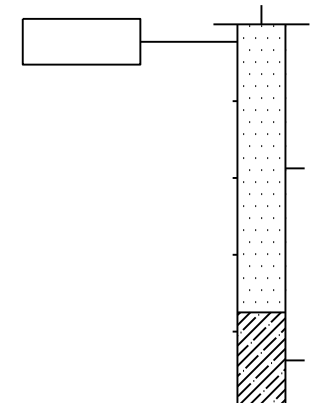
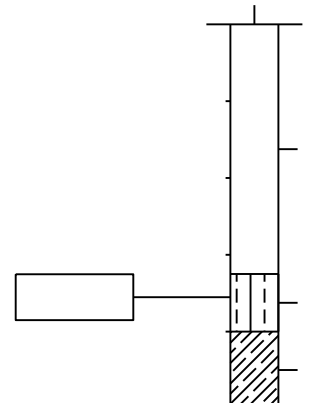
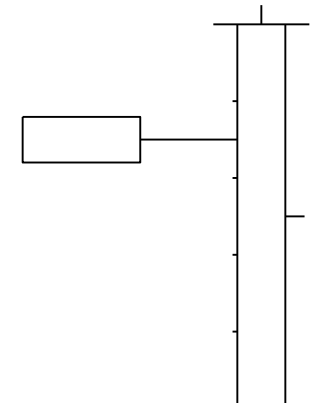
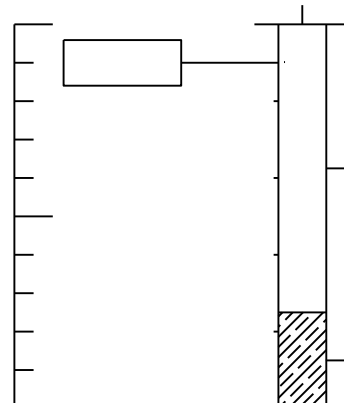
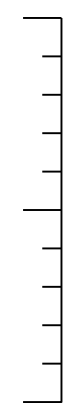
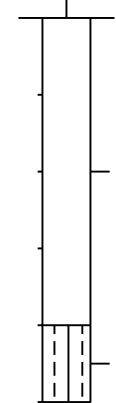
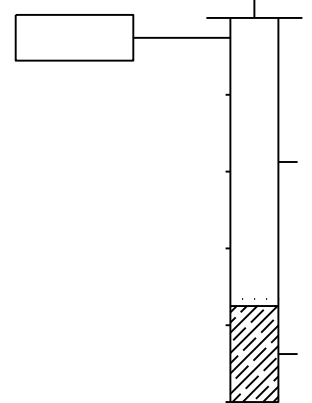
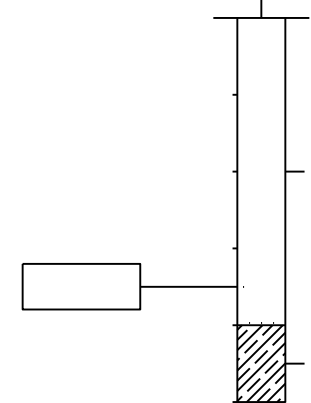
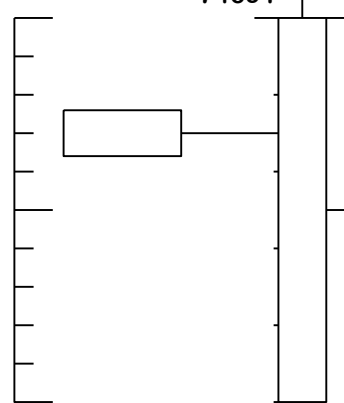
4511-19-035

WALTON CO. SHERIFF DRIVER TRAINING FACILITY

DATE:

74691

1300 West Main Street



SOFT	LESS THAN 2	LESS THAN 1
FIRM	2 to 4	1 to 3
STIFF	4 to 8	3 to 6
VERY STIFF	8 to 15	6 to 12
HARD	15 to 30	12 to 24
	GREATER THAN 30	GREATER THAN 24



TJG

JAN 2020

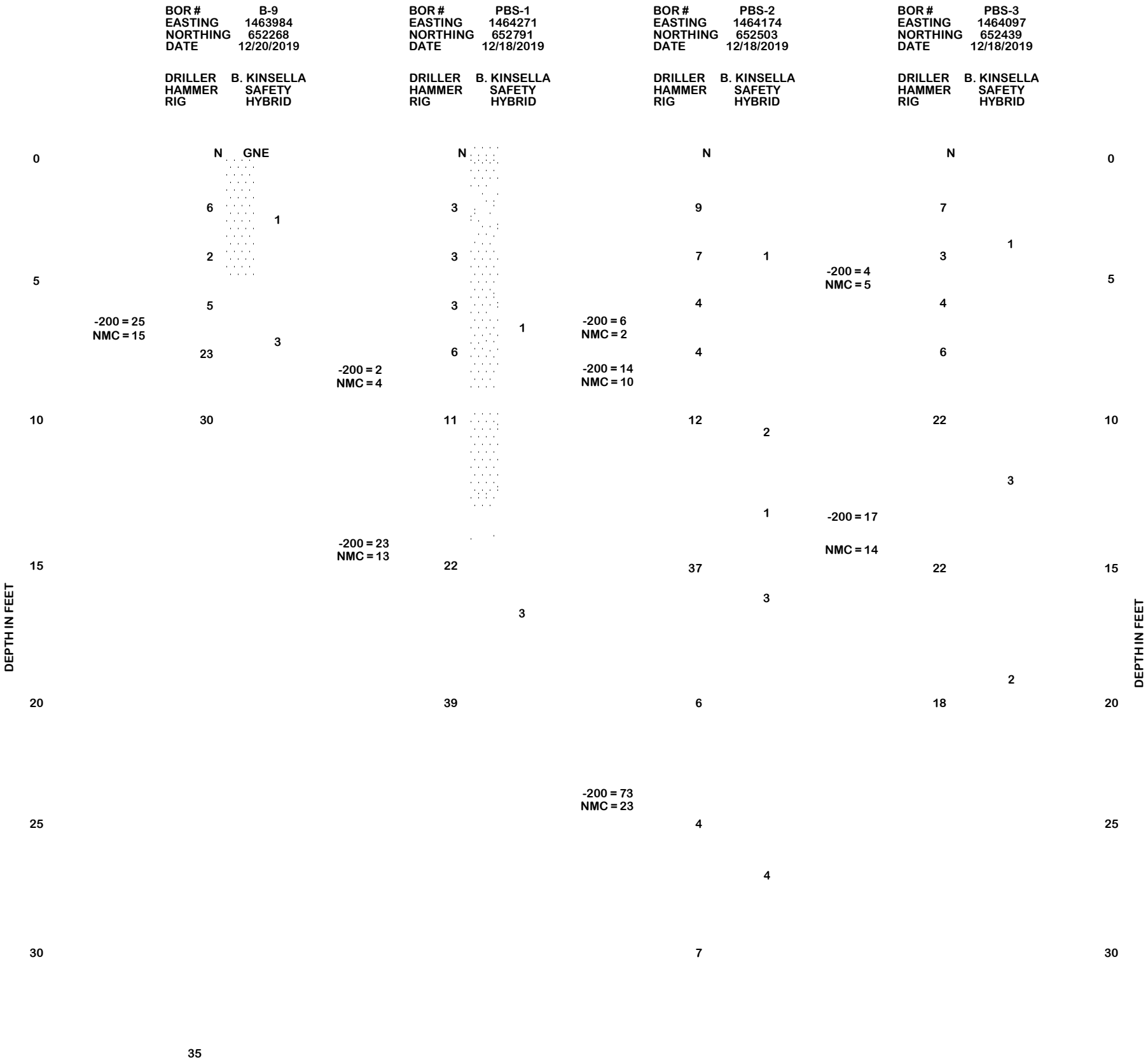


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FL Cert. No.: 6486

WALTON COUNTY, FLORIDA

SOIL PROFILES

LEGEND



ENGINEER
OF RECORD:

T

SW

CHECKED BY:

TJG

DATE:

WALTON COUNTY SHERIFF DRIVER TRAINING FACILITY

TIMOTHY J. GEROW, P.E.
FLORIDA LICENSE NO.:

74691

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IERRA

1300 West Main Street

SCALE

NOTED

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PROJECT NUMBER:

4511-19-035

WALTON CO. SHERIFF DRIVER TRAINING FACILITY

SHEET 3



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TJG

JAN 2020

WALTON COUNTY, FLORIDA

FALLING HEAD PERMEABILITY TEST

Project Name: Walton Co. Sheriff
 Project Number: 4511-19-035
 Compactive Effort: Standard
 (Circle One)

Boring: PBS-2 Date: 1/7/2020
 Depth: 2'-8" Technician: N. Jeter
 Blows: 25 Layers: 3



- Assumes: 1. Standard Proctor Mold (L = 4.5 in.)
 2. 1/2 Inch Diameter Tubing

$$K_v = \frac{(2.3 * a * L) \log (h_1/h_2)}{(A) (\Delta t)}$$

where a = 1.267 cm (area of tube)
 L = 4.5 in. (height of soil sample)
 = 11.43 cm (L = 4.5 in. for full mold)
 A = 12.57 sq. in. (area of Proctor mold)
 = 81.1 sq. cm

Head (ft)	Time (sec)		Avg. Time (sec)
	Run #1	Run #2	
7	0	0	0
6	7	7	7
5	15	15	15
4	26	26	26
3	40	40	40
2	59	59	59
1	92	92	92

h1	h2	Delta t (sec)	K _v (cm/sec)
7	1	92	3.8E-03
6	1	85	3.8E-03
7	2	59	3.8E-03

Average K _v =	3.8E-03 cm/sec
	10.7 ft/day

Remolded Test Sample Density

Can #	1
Wt. Can + Wet Soil, g	419.7
Wt. Can + Dry Soil, g	410.1
Wt. of Water, g	10.8
Wt. of Can, g	260.7
Wt. of Dry Soil, g	149.4
Moisture Content, %	7.2%
Wt. Wet Soil + Mold, lbs.	12.16
Wt. of Mold, lbs.	8.19
Wt. of Wet Soil, lbs.	3.97
Wet Density, pcf	119.1
Dry Density, pcf	111.1

Percent Fines

Can #	1
Wt. Can + Wet Soil, g	317.7
Wt. Can + Dry Soil, g	308.1
Wt. of Water, g	9.6
Wt. of Can, g	149.7
Wt. of Dry Soil, g	158.4
Wt. of Dry Sample After Washing + Can, g	297.2
Wt. of Soil Lost During Washing, g	10.9
Moisture Content, %	6.1%
Percent Fines, %	6.9%