

RESOLUTION NO. 2019 - 1

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO NEGOTIATIONS WITH THE NUMBER ONE RANKED FIRM UNDER RFP NO. 19-22 FOR LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB.

RECITALS

WHEREAS, the County desires to enter into a negotiations with Neighborhood Realty, Inc./McGarvey Residential Communities to provide Renovations to Golf Course at St. Johns Golf Club in accordance with RFP No. 19-22; and

WHEREAS, the scope of the services shall include the renovation of the St. Johns Golf Club ("SJGC"), located at 4900 Cypress Links Blvd, Elkton, FL 32033. The work shall include, but is not limited to, renovation of the 18-hole golf course, club house, and other service facilities located on the SJGC premises. As more specifically described in the Scope of Work, completion of golf course renovations shall be in accordance with the County's Golf Course Master Plan and all drawings, plans, and specifications. As compensation for the completion of the Scope of Work, the county will exchange approximately eighty (80) acres of vacant land, adjacent to the SJGC, in accordance with RFP No: 19-22; and

WHEREAS, through the County's formal RFP process, Neighborhood Realty, Inc./McGarvey Residential Communities was determined to be qualified respondent to enter into negotiations with the County to perform the work referenced above; and

WHEREAS, the County will review the terms, provisions, conditions and requirements of the negotiated contract, and finds that entering into a contract at a future date to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations and board approval.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to enter into negotiations with Neighborhood Realty, Inc./McGarvey Residential Communities, as the number one ranked firm, under RFP No: 19-22.

Section 3. Upon board approval, the County Administrator, or designee, is authorized to enter into negotiations, and upon successful negotiations, bring the contract back to the Board of County Commissioners for approval to provide the scope of services as specifically provided in RFP 19-22.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

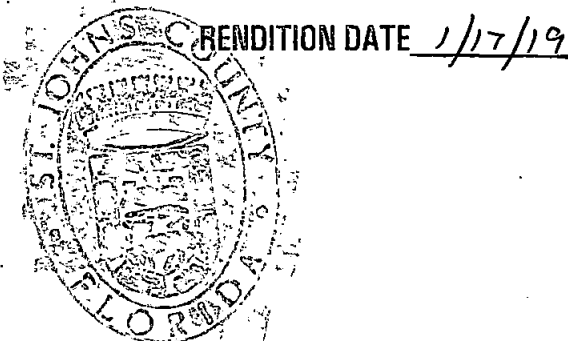
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15 day of January, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

**ATTEST: ST. JOHNS COUNTY, FL
CLERK OF COURT - Hunter S. Conrad, Clerk**

By: Pam Halterman
Deputy Clerk



EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: December 20, 2018
 RFP: 19-22; Land Exchange for Renovation
 of Golf Course at St. Johns Golf Club

| FIRM | RATER Wes Tucker | RATER Anthony Baur | RATER Scott Trigg | RATER Melissa Glasgow | RATER Bill Burns | RATER Leslie Claytor | RATER Bill Harris | RATER Jesse Dunn | TOTAL | RANK | COMMENTS |
|---|---------------------|-----------------------|----------------------|--------------------------|---------------------|-------------------------|----------------------|---------------------|-------|------|----------|
| Heritage Development Group | 107 | 129 | 167 | 95 | 134 | 159 | 148 | 185 | 1124 | 2 | |
| Neighborhood Realty, Inc./McGarvery Residential Communities | 165 | 152 | 180 | 146 | 164 | 172 | 148 | 185 | 1312 | 1 | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

APPROVED: Purchasing Manager

James J. Hickey 12/20/18
William H. Hickey

Interim Parks and Recreation Director

NOTE:
 THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 4:00 p.m. December 20, 2018, UNTIL 4:00 p.m. December 27, 2018.

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Billy Zeits, Interim Parks and Recreation Director
FROM: Leigh Daniels, CPPB, Procurement Supervisor
SUBJECT: RFP 19-22; Land Exchange for Renovation of Golf Course at St. Johns Golf Club
DATE: December 20, 2018

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval

William H. Zeits

Date

12/20/2018

Budget Amount

TBD

Account Funding Title

TBD

Funding Charge Code

Award to

Neighborhood Realty, Inc. McGarvey Residential Communities

Award Amount

N/A

**REQUEST FOR PROPOSALS (RFP) NO: 19-22
LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB**

COVER PAGE

**SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND
ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL IN A SEALED ENVELOPE
OR CONTAINER TO:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084**

COMPANY NAME: Neighborhood Realty, Inc. / McGarvey Residential Communities

DATE: December 6, 2018

1102 A1A North, Unit 102, Ponte Vedra Beach, FL, 32082

Mailing Address (Street Address, City, State, Zip Code)

AUTHORIZED COMPANY REPRESENTATIVE

James N. McGarvey, Jr. - President

Printed Name & Title

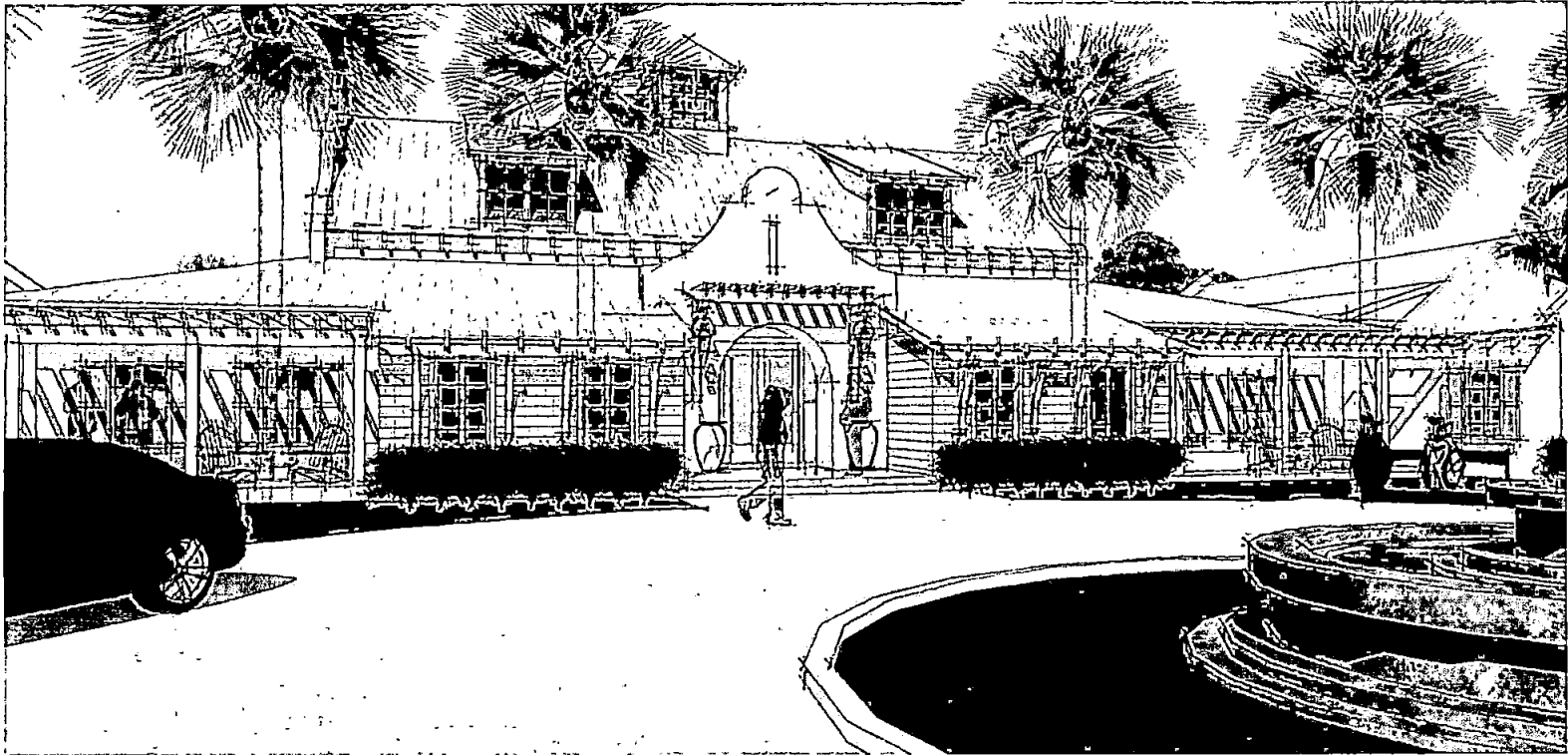
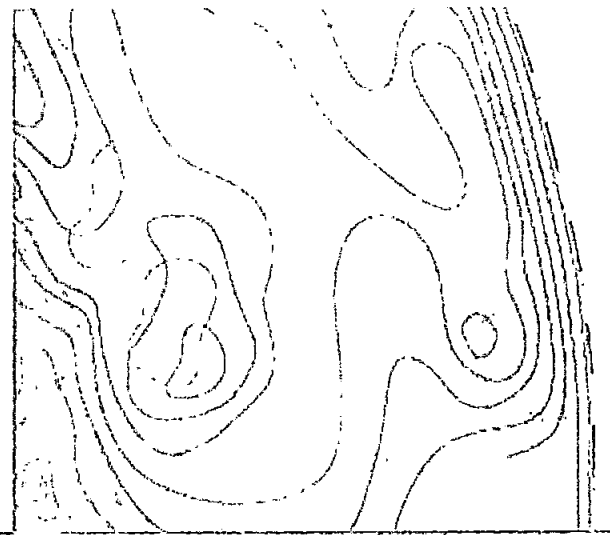
904 247-9160

Phone Number

jay@mcgarveycommunities.com

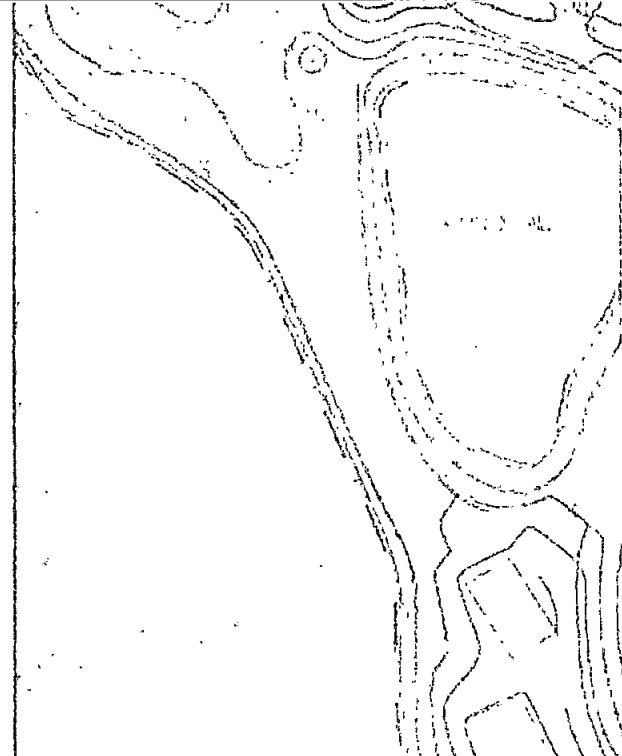
Email Address

Neighborhood
REALTY, INC.
McGarvey
RESIDENTIAL COMMUNITIES



RFP NO: 19-22

Land Exchange for Renovation of Golf Course at St. Johns Golf Club



Cover Letter

Mr. James N. McGarvey, Jr
McGarvey Residential Communities
1102 A1A North, Unit 102
Ponte Vedra Beach, FL 32082

RE: St. Johns Golf Club Course Renovation Project

To the St. John's Golf Club Renovation Review Committee:

Thank you for the opportunity to submit the following proposal in response to RFP NO: 19-22. I was excited to see this opportunity come to life after the August 7, 2017 County Commission vote and I am happy to participate in another initiative that will make our county an even better place to live.

Our company is known in the marketplace as McGarvey Residential Communities, which is a sole proprietorship. I have been in the residential development business for over 37 years. Our operating company which pays our staff salaries, bills, etc. is Neighborhood Realty, Inc., a licensed real estate broker. And for each business or development that we create, we form a separate Limited Liability Company, of which I am the Principal. Please consider me and Neighborhood Realty, Inc., therefore, as the Respondent to this proposal. If awarded the contract for this RFP, we will form a new LLC, which we will capitalize, appropriate to the cost and structure of the project, with a significant amount of cash equity and a reasonable bank loan amount. As you will see from the enclosed financial statement, I am easily able to capitalize this project. Also included are letters from several banks who will augment the capital stack with a bank loan.

In response to the county's RFP, I have assembled a team of Northeast Florida's absolute best who have worked with me for many years on many projects:

- *Brian Wheeler, founding partner of Genesis Group, land planners, and Harrison Minchew, golf course architect: to refine the golf course plan and excess land plan;
- *MacCurrach Golf Construction, premier golf course contractors who meet and exceed all of the County's requirements;
- *England Thims & Miller Engineers;
- *Cronk Duch Architects, designers of the recently completed Atlantic Beach Country Club, clubhouse hardscape and accessory buildings;
- *Tom Rodgers, golf course site manager and Ralph Colton, residential development manager.

My staff at Neighborhood Realty, Inc., including Dinah Robertson, CFO, Matthew and Sean McGarvey, VP's of development, along with Tom and Ralph above, have extensive experience working with contractors, banks, architects, engineers, lawyers and accountants to ensure that all of the McGarvey projects go smoothly. So much so that McGarvey Residential has never started a project/community that it did not finish in our over 37 year history. All of us mentioned above have made our careers here in St. Johns County. My team above is extremely well suited to oversee the St. Johns Golf Club course redevelopment.

We bring a wealth of experience, with each member boasting more than 35 years' experience working with St. Johns County. Each member of my team has proven themselves successful time and again working alongside the St. Johns County Government. All have a deep, underlying knowledge of the codes and regulations, are familiar and friendly with county staff and all genuinely have the county's best interest in mind when executing any project – this being no exception. In fact, Ralph Colton mentioned above, was one of the original team that planned, developed and constructed the current Cypress Lakes neighborhood and St. Johns Golf Club; so our knowledge and history with each aspect of this project is unmatched.

With the limited amount of information and data that we have currently available, we have offered two business plans for the County's consideration in this RFP response.

Plan #1 is exciting, comprehensive and intended to establish the St. John's Golf Course as a public destination for all residents of and visitors to Northeast Florida. In this plan we will complete the renovation of the St. John's county golf course with our contractor partner, MacCurrach Golf Contractors. We will rebuild and add additional space to the golf clubhouse so that it not only serves the golf-enthusiast, but is a destination for public events, meetings, and private events. The additional space will also serve as the permanent home of First Tee of North Florida. We will establish and furnish two new County Parks, including 4 pickle ball courts, a tot lot playground, community garden, and multi-purpose field for the neighborhood. Further, we will contribute half of the cost to install a traffic light at SR 207. This is our creative plan and will involve some negotiation with, and the cooperation of the County.

Plan #2 is a plan which adheres to the significant limitations of the current "Residential 'B'" future-land use designation. 'Res-B' limits the number of residential units to 2 per upland acre, or a total of approx. 160 units. This restricted number of units, or lots in our case, limits the sales income with which to pay for the costs of golf course renovation, parks, club house renovation, costs of developing the lots, etc. Therefore, in Plan #2 we will complete the renovation of the St. John's county golf course with our contractor partner, MacCurrach Golf, we will clean up and paint the exterior of the existing club house/cart barn, we will add approx. 1400 sq. ft. of new space for offices/meeting room for First Tee and the general public, and we will create two new parks to include a multi-purpose field and a tot lot playground.

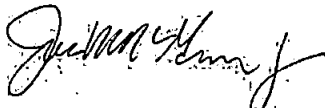
In both plans above, the roadway system stays the same. Please note, because it is difficult to see, that we have built connectivity with the Parish land to the east of the exchanged land. This connector roadway will, in the future, provide a much needed traffic and safety outlet for residents of Cypress Lakes.

Lastly, I want to assure the County that I fully understand the timing and scope of the project. At the same time, it is clear to us that there are many unknowns that need to be discovered, evaluated, and negotiated with the County. Concisely put, a contract agreement for the renovation of, and payment for, the golf course and related facilities will need to be negotiated and executed. During that time, we will secure the entitlements necessary to construct the improvements on the exchanged land. We will be responsible for the renovation of, and payment for, the golf course as described in the plans, specs, etc. by Eric Larsen for the St. John's Golf Club. We will further complete the renovation, with additions, to the golf club house and the 2 park sites that we have identified in either plan. We agree to be responsible to develop and pay for the new single family lots on the exchanged land as negotiated with the County. We anticipate that the golf course renovation with full grow-in will take approximately 11-12 months. Concurrent with the golf course work, we plan to renovate and add to the club house. We will create and furnish the parks as the new lots are developed.

I look forward to the opportunity to enhance these public facilities of St. John's County and recreate the St. John's Golf Club as an attractive, first class public facility for St. John's County residents and visitors alike.

Please direct all inquiries/calls to either me or Sean McGarvey at the address/phone numbers below.

Sincerely,



James McGarvey, Jr.

| | |
|--|--|
| James N. McGarvey, Jr. President, Neighborhood Realty, Inc. 1102 A1A North, Suite 102 Ponte Vedra Beach, FL 32082 jay@mccgarveycommunities.com Office: 904-247-9160 Mobile: 904-509-9062 | Sean McGarvey Neighborhood Realty, Inc. 1102 A1A North, Suite 102 Ponte Vedra Beach, FL 32082 sean@mccgarveycommunities.com Office: 904-247-9160 Mobile: 904-316-1845 |
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Table of Contents

| | |
|---|-----------|
| Cover Letter | 3 |
| Table of Contents | 6 |
| Section 3: Qualifications of Internal & External Resources | 8 |
| Golf Course Contractor | 8 |
| Land Development | 9 |
| Professional Planning | 10 |
| Golf Course Architecture Consultant | 12 |
| Architecture & Clubhouse Redesign | 13 |
| Engineering | 15 |
| Development & Construction Management | 15 |
| Licensing | 17 |
| Testimonials | 20 |
| Section 4: Relevant Project Experience | 22 |
| Golf Course Contractor | 22 |
| Land Development | 35 |
| Professional Planning | 36 |
| Golf Course Architecture Consultant | 37 |
| Architecture & Clubhouse Redesign | 38 |
| Engineering | 39 |
| Development & Construction Management | 40 |
| Golf Course and Residential Construction Management | 41 |
| Section 5: Financial Capability | 43 |
| Letter of Bonding Capability | 44 |
| Certificate of Insurance | 45 |
| Claims, Liens, Litigation History | 48 |
| Financial Statement | 50 |
| Investor Letter – Criss & Associates, INC. | 51 |
| Letter from First Atlantic Bank | 52 |
| Section 6: SJC Project Proposal | 53 |
| Proposed Value of the Improvements to the Golf Course: | 53 |

| | |
|--|-----------|
| Completion Schedule for Renovations to the Golf Course: _____ | 53 |
| Additional Proposed Improvements to the St. Johns Golf Club Facility: _____ | 53 |
| Proposed Amount to be Contributed by Respondent for Construction Management of Project by County's Golf Course Architect: _____ | 54 |
| Architectural Narrative _____ | 55 |
| Clubhouse Floor Plan & Renderings _____ | 56 |
| Construction Bid Sheet _____ | 59 |
| Letter from The First Tee _____ | 62 |
| Section 7 : Proposed Plan for Exchanged Lands and County Benefits _____ | 63 |
| Description of Proposed Use of Exchanged Land and County Benefits: _____ | 63 |
| Proposed Public Improvements on Exchanged Land: _____ | 63 |
| Proposed Value of Public Improvements _____ | 63 |
| Maps of Proposed Public Improvements _____ | 64 |
| Section 8: Administrative Information _____ | 71 |
| Proof of Insurance & Bonding Capacity _____ | 71 |
| Drug-Free Workplace Form _____ | 75 |
| RFP Affidavit _____ | 76 |
| RFP Affidavit of Solvency _____ | 77 |
| Conflict of Interest Disclosure Form _____ | 78 |
| Addendum #1 _____ | 79 |
| Addendum #2 _____ | 86 |
| Addendum #3 _____ | 89 |
| Contact Information _____ | 90 |

Section 3: Qualifications of Internal & External Resources

Golf Course Contractor

MacCurrach Golf



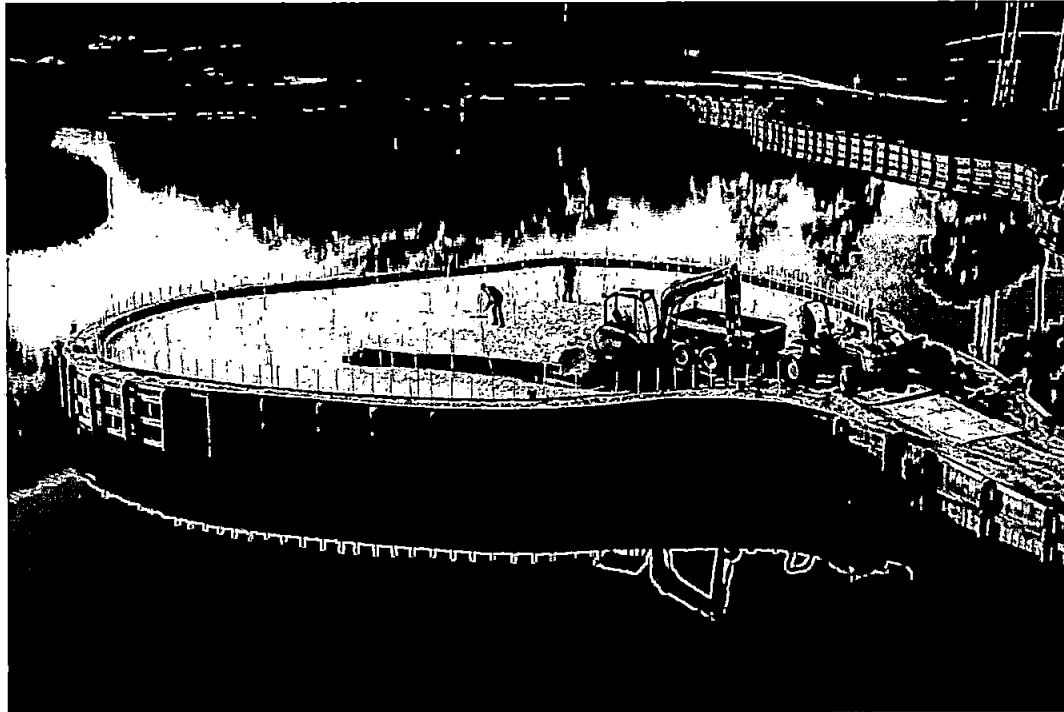
MacCurrach Golf provides the highest level of service available in the golf course construction industry. Over 100 clubs have placed their trust in MacCurrach Golf. Their hands-on management, dedicated leadership and highly skilled staff are committed to the success of the St. Johns Golf Club.

MacCurrach has successfully completed over \$200 million in golf course construction and renovation since the company's founding in 1987. The company is a charter member of the Golf Course Builder's Association of America and have been a certified builder since 2002. They are also active members of the Donald Ross Society. They pride themselves on producing a product that is of the highest quality and all project managers are members of the Golf Course Superintendents Association of America. Additionally, MacCurrach has a long-standing history of working with the architect commissioned by St. Johns County, Erik Larson.

Registered Licenses to follow:

1. Allan MacCurrach – Construction Contractor

TPC Sawgrass



Land Development

James McGarvey, Jr., Lic. RE Broker



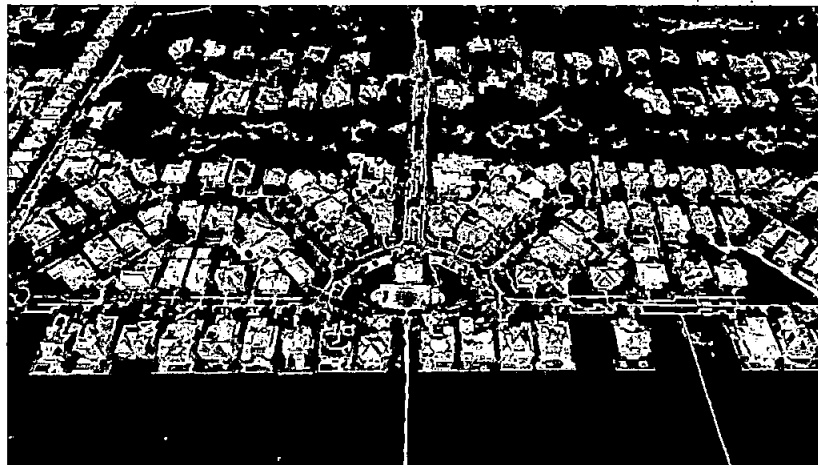
Jay McGarvey has been developing and managing real estate projects in St. Johns County for over 35 years. As the principal of McGarvey Residential Communities and Neighborhood Realty, Inc., he has overseen the development of more than 20 residential projects in St. Johns County alone. These developments include Sea Colony, Sea Grove, and Anastasia Dunes in St. Augustine Beach as well as Seaside, Ocean's Edge, Woodlands/Woodlands West, golf course neighborhoods inside Sawgrass and Marsh Landing and numerous others in Ponte Vedra Beach/St John's County. Mr. McGarvey's keen eye for spotting value and his acute attention to detail have led him to create some of the most sought-after communities in North Florida.

For the past 31 years, Mr. McGarvey has called St. Johns County home. He raised his family in Ponte Vedra Beach and has maintained offices in Ponte Vedra and St. Augustine Beach for the past 25 years. Additionally, Mr. McGarvey has dedicated countless hours and resources to many charitable efforts throughout St. Johns County. Mr. McGarvey was responsible for the first donation of land in St. John's County that led to the creation of the North Florida Land Trust. He donated to St. John's County the land and constructed the beaches parking lot on Ponte Vedra Blvd/Mickler Road. Additionally, Jay donated the land on which the St. Augustine Beach Library currently sits. Other donations to the County and beaches include monies for the St. Augustine Beach Splash Park and the preservation of the Historic Community Building, landscaping improvements along Roberts Road and many charitable contributions to charities in the County.

Select completed developments by James:

- Sea Colony (Pictured Below)
- Sea Grove
- Anastasia Dunes
- Seaside at Ponte Vedra Beach

Sea Colony

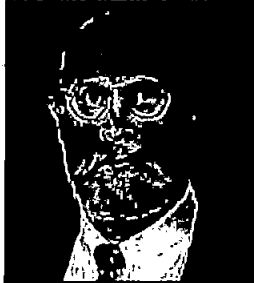


Registered Licenses to follow:

1. Neighborhood Realty, Inc. – Corporation License
2. James N. McGarvey, Jr. – Lic. Real Estate Broker

Professional Planning

G. Brian Wheeler, RLA



Brian has been collaborating with McGarvey Residential Communities for over 20 years, especially when sensitive community planning alongside major amenities (in this case a golf course), and environmental features is a necessity.

Mr. Wheeler is a graduate of Louisiana State University and possesses over 37 years of experience in environmental design and land planning for real estate-based assets, community and urban master planning as well as detailed design/implementation for planned unit developments, office parks and downtown redevelopment. His responsibilities have included managing multi-discipline team efforts that include environmental remediation, concept development, schematic design, construction documents and construction administration. He was awarded a CNU Charter award in 2004 from the Congress of New Urbanism and was also awarded a Governor's Award for a Sustainable Florida for his work on Amelia Island Plantation.

Mr. Wheeler has lived and worked in St. Johns County for more than 35 years. During this time, he was a founding member and managing director of Genesis Group, a firm specializing in land planning, landscape architecture, urban design and engineering. He has planned and designed some of the most sought-after residential projects in the county including the Sawgrass Players Club, the Sawgrass Country Club, Marsh Landing Country Club, Julington Creek Plantation, Sea Colony, and SeaGrove community and town center. He was also responsible for crafting 5 different concepts of golf routing and development for the Atlantic Beach Country Club ownership group prior to the redesign of the new country club.

Select projects include:

- Julington Creek – St. Johns County, FL
- Glen Kernan Golf & Country Club – Jacksonville, FL
- Deercreek Golf & Country Club – Jacksonville, FL
- Orange Park Country Club – Orange Park, FL
- Lake Nona Golf Club – Tampa, FL
- Westchase Golf Club and Community – Tampa, FL
- Isleworth Golf Course and Community Enhancement Plan – Windermere, FL
- Regatta Bay Golf Course and Community – Destin, FL
- Sandestin Golf Course and Community Enhancements – Walton County, FL
- Riverhills Golf & Country Club – Valrico, FL
- Hernando Oaks Golf & Country Club – Brooksville, FL

Registered license to follow:

1. G. Brian Wheeler, L.A. - Landscape Architect

Ponte Vedra Inn & Club Ocean Course



Golf Course Architecture Consultant

Harrison Minchew; ASGCA



Harrison Minchew is a local golf course architect that worked with Erik Larsen for over 20 years at Arnold Palmer Design. They both have extensive experience working together in residential golf course projects master planning, permitting, golf design and construction oversight.

In the structure of the Land Exchange for the Renovation of St. Johns Golf Club, Erik would be the golf course architect for the St. Johns County and have complete control of design and specifications for the golf renovation project.

Harrison would represent McGarvey Residential Communities and its Golf Course Contractor to implement Erik Larsen's Design with in the agreed upon scope of golf course renovation and construction budget.

Erik would have sole authority as the county's golf course architect on all golf design matters as it relates to the course routing and design of features within the golf course envelope. There are several unknowns such as wetland/conservation easements and storm water detention requirements that may affect the residential/golf envelopes to produce development yields shown on current plans. The McGarvey Residential Team looks forward to a great workable relationship between Erik Larsen and St. Johns County to produce very a successful residential golf course project.

Harrison's role in the project will be:

- Assist McGarvey Development and team consisting of Master Planner-Brian Wheeler, Civil Engineer Doug Miller and Erik Larsen to develop a final workable master plan within a mutually agreed overall project scope and budget.
- Assist McGarvey Development in coordinating with Erik Larsen project components overlaps such as earthmoving and major drainage.
- Develop a final golf course budget that addresses the numerous undefined features and specifications such as bridges, cart paths, shelters, bunker sand specs, fairway rough sprigging rates, greens mix sand/peat percentages and/or other golf course items that may become part of the project.
- Work with Erik Larsen, St. Johns County to develop and approve construction draws and change orders to insure project is completed on time and within the agreed upon golf course construction budget.

Select courses designed by Harrison:

- Jacksonville Beach Golf Club (Redesign – Florida)
- Davie Golf & Country Club (Florida)
- Osceola Golf Course (Florida)

Architecture & Clubhouse Redesign

Cronk Duch Architecture Firm

CRONK DUCH

ARCHITECTURE

Cronk Duch Architects have been retained by McGarvey Residential Communities to design the renovation and additions to the golf club house and cart barn.

Cronk Duch Architecture is in its 20th year as a design-focused architecture firm committed to the creation of buildings and urban places completing over 250 projects throughout the United States, the Caribbean and Latin America. The firm operates three design studios in Jacksonville, Palm Beach & St. Augustine, Florida as the creative foundation for all projects directed by a talented and experienced team of architects, designers and dreamers.

Cronk Duch started as a partner-lead design firm and continues to this day with partner participation throughout the creative and drawing process of every project. This accountability along with over fifteen years of in-house construction services and acquired technical knowledge, assure a uniquely skilled and focused approach to the design process from early creative sketches through the craft of the building's physical form. The firm's active on-site participation during the construction process assures the original design intent is manifested in a structure of craftsmanship, quality, and value.

The firm's design approach is grounded in a philosophy that reflects a respect for history, theory and the traditional building arts. Architecture created out of classical principles and vernacular traditions while responding to local site qualities and the innovations of our time become both reflective and contemporary.

Clifford G. Duch, AIA

Mr. Duch is co-founder and president of Cronk Duch Architecture. His diversified expertise has earned him a reputation as one of the premier designers in Northeast Florida. His in-depth knowledge and skilled application of classical architecture's design tenets remain the focus of every project, whether it is applied to traditional or modern architecture. His firm, Cronk Duch Architecture, has been committed to the creation of suburban and commercial spaces in Jacksonville, St. John's County and St. Augustine for over 20 years. Most recently, they were responsible for the design of the new Atlantic Beach Country Club.

Joe Kronk, AIA

Mr. Kronk experienced the traditional architecture of the south through the work of Classicists Phillip Schutze, Neil Reed, and Edward Vason Jones while growing up in Atlanta. This exposure grew into a passion for architecture leading to formal training at the University of Florida. Within this modernist curriculum, he expanded his architectural spectrum but also continued to study the traditional language, focusing on historical preservation. After graduation, Cronk learned the Master-Builder philosophy at The Haskell Company where he held positions in both the architectural and construction management divisions. It was there that he collaborated with his business/design partner Clifford Duch. They shared a passion for traditional architecture and created several projects together throughout the southeast. This work led Cronk to complete a Masters of Architecture at The University of Florida with a focus on Historical Preservation. There he developed his interest in Caribbean vernacular architecture and its influences on building and place. Cronk has participated as

a juror at the University of Florida, the University of Miami and the University of Notre Dame and is a teaching assistant with The Institute of Classical Architecture & Art Florida Palladio Program traveling with students and professionals throughout the Veneto region of northern Italy. He is the past Florida Chapter President and a member the Classical Caribbean committee of the ICAA which is currently studying the architecture of Havana, Cuba and other colonial cities of the Caribbean Basin. Most recently, he and his partner Cliff Duch were responsible for the design of the new Atlantic Beach Country Club.

Registered license to follow:

1. Cronk Duch Architecture – Certified Architect

Cronk Duch Select Design Experience:

- Atlantic Beach Country Club House, Cart Barn and Pro Shop
- Atlantic Beach Town Center
- First Tee Headquarters at World Golf Village

Atlantic Beach Country Club Clubhouse



Engineering

England, Thims and Miller



ET&M and McGarvey have worked together on numerous projects since 1982, many of which are located in St. John's County. ET&M have consulted with St. John's County on drainage issues for St. John's Golf Course and the surrounding residential communities. Familiarity with the drainage in this community will be very valuable as development occurs.

Founded in 1977, ET&M have been providing innovative engineering solutions in St. Johns County for over 40 years. Known for bringing Vision, Experience, and Results in delivering Sustainable Infrastructure for Public and Private Clients. ETM is a multi-disciplined consultant providing Engineering, Planning, Surveying, Landscape Architecture, GIS, Construction and Program Management Professional Services.

Select Civil Engineering Experience:

- St. Johns Towncenter
- Pablo Creek Reserve
- Nocatee
- North Hampton Community and Golf Course
- Tamaya
- South Hampton

Registered licenses to follow:

1. England, Thims & Miller – Board of Professional Engineers
2. Douglas Carlton Miller, P.E. – Professional Engineer

Development & Construction Management

Tom Rogers

Tom's knowledge of both golf course site management and residential site management will allow for the cohesive development of the Excess Land alongside the new Larsen golf course.

Mr. Rodgers is a graduate of Mercer University. He is a licensed underground utility contractor. He has extensive education in economics, real estate finance, property appraisal, tax accounting, and underground utility construction. Tom's skills include infrastructure installation management, earthwork, land-use planning, construction inspection and finding creative solutions to environmental issues.

Tom was responsible for the development and construction management at some of North Florida's finest golf facilities. Namely, The Queens Harbor Golf & Country club, The Ponte Vedra Inn and Club golf course, Pablo Creek golf course, The Timuquana Country Club and golf course and The Hidden Hills community and golf course.

Tom has managed or overseen more than 80 residential development projects in North Florida and South Georgia. He has worked with McGarvey Residential off and on for the past 40 years and has overseen the development of numerous McGarvey Residential communities in St. Johns County. A partial list includes Sea Grove, Anastasia Dunes, Sea Colony, Summerfield in Ponte Vedra, The Woodlands and The Woodlands West in Ponte Vedra, Turnberry in World Golf Village and others.

Select golf course construction management by Tom:

- South Hampton Golf Course
- San Jose Country Club & Golf Course

Ralph Colton

Ralph possesses a unique and intimate knowledge of the St. John's Golf Club and surrounding residential community because he was the development manager who built them.

Mr. Colton has been managing real estate projects in St. Johns County for over 40 years. He is a graduate of the University of Virginia and holds an MBA from the Colgate Darden School of Business at UVA. His past experience includes portfolio management, commercial property management and liquidation, land use, platting and zoning, and horizontal development management.


Ralph was responsible for overseeing the development of the final phases of Marsh Landing Country club which included 250 lots, the golf course, golf club house and golf cart barn. Furthermore, Mr. Colton oversaw the development of the first phase of the Cypress Lakes subdivision during the initial construction of the St. Johns Golf Club. He was also responsible for the development of the final phases of Cypress Lakes, including the development of approximately 250 lots, working alongside the St. Johns Golf Club as they expanded into a 27-hole course. A partial list of other developments to Ralph's credit include the horizontal development at Gran Lake, Ivy Lakes at Cunningham Creek, Las Calinas and The Palms of Ponte Vedra. Most recently, he oversaw the development of our new Ocean Ridge community in St. Augustine Beach. Ralph Colton has worked with McGarvey Residential and been managing the development of McGarvey projects for the past 7 years.

Other SJC Projects:

- Ocean Ridge
- Park Place
- Windward Farms
- Deer Chase
- Cedar Point
- Palm Valley Gardens
- Marsh Dunes II
- Makarios South




Licensing


RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY
dpor

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE
 THE BROKER HEREIN IS LICENSED UNDER THE
 PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

McGARVEY, JAMES N. JR.
 101 PONTE VEDRA BLVD.
 PONTE VEDRA BEACH, FL 32082

LICENSE NUMBER: BK273914
EXPIRATION DATE: SEPTEMBER 30, 2020
Always verify licenses online at MyFloridaLicense.com




Do not alter this document in any form.

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State of Florida

Board of Professional Engineers




Attests that
Eng. James R. Miller, Inc.

Is authorized under the provisions of Chapter 471, Florida Statutes, to offer engineering services to the public through a Professional Engineer, all as provided under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201902854 R

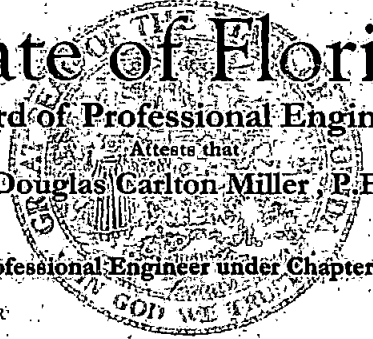


FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

CA Lic. No:
 2584

State of Florida

Board of Professional Engineers




Attests that
Douglas Carlton Miller, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201904513 R



FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS


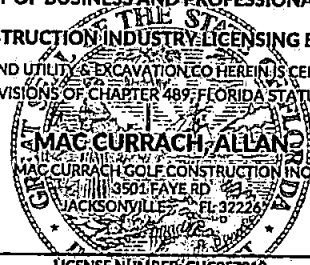
RE. Lic. No:
 22389

RICK SCOTT, GOVERNOR JONATHAN ZACHEM, SECRETARY

Florida
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD


THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MAC CURRACH, ALLAN
MAC CURRACH GOLF CONSTRUCTION INC
3501 FAYE RD
JACKSONVILLE, FL 32224

LICENSE NUMBER: CUC057210
EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com




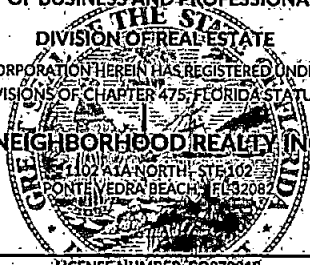
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RICK SCOTT, GOVERNOR JONATHAN ZACHEM, SECRETARY

Florida
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE


THE CORPORATION HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

NEIGHBORHOOD REALTY INC
1102 A1A NORTH STE 102
PONTE VEDRA BEACH, FL 32082

LICENSE NUMBER: CO273913
EXPIRATION DATE: MARCH 31, 2019

Always verify licenses online at MyFloridaLicense.com



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RICK SCOTT, GOVERNOR JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER
LA0000804

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2019

WHEELER, GREGORY BRIAN
9822 TAPESTRY PARK CIRCLE STE 201
JACKSONVILLE FL 32246

ISSUED: 10/11/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1710110002500

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER

AA26003758

The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS
Expiration date: FEB 28, 2019

CRONK DUCH ARCHITECTURE, LLC
1936 SAN MARCO BLVD
SUITE 101
JACKSONVILLE FL 32207



ISSUED: 10/18/2018

DISPLAY AS REQUIRED BY LAW

SEQ # L1810180000453

Testimonials

Jay Monahan



Jay Monahan
Commissioner

November 30, 2018

St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32084

Dear Commissioners:

I am writing in support of McGarvey Residential Communities/Neighborhood Realty, Inc. ("McGarvey") and its response to the County's RFP regarding the renovation of St. Johns Golf Club.

Having gotten to know Jay McGarvey and to have had the opportunity to see some of his team's product, it is clear why McGarvey has developed a solid reputation for delivering on its promises with integrity and professionalism. It is also clear why McGarvey has been developing large residential communities in St. Johns County and the surrounding areas for over 35 years. Notably, this includes significant experience developing/managing construction in and around golf courses and golf course communities.

With respect to St. Johns Golf Club, the principals at McGarvey have expressed a strong commitment to the community. They have discussed with our team the new golf course and clubhouse. In addition, they have reached out and connected with representatives of the local chapter of the First Tee to discuss their renovation concept plan, including much needed meeting space for the First Tee in the clubhouse.

As with all projects with which St. Johns County is involved, the demonstrated ability to deliver a quality project coupled with a solid commitment to benefit the larger community will be a major consideration as you consider the proposals. I believe that the McGarvey team is ideally suited to make the renovation at St. Johns Golf Club something about which the County and its residents will be proud.

Sincerely,

A handwritten signature in black ink that reads "Jay Monahan".

Jay Monahan

PGA TOUR
112 PGA TOUR Boulevard Ponte Vedra Beach, FL 32082
tel 904-273-3501
www.pgatour.com

Together, anything's possible.

Rich O'Brien

810 BEACH INC.
810 A1A Beach Blvd.
St. Augustine Beach, FL 32080

November 28, 2018

Re: McGarvey Residential Communities

St. Johns County Commission
500 San Sebastian View
St. Augustine, FL 32084

Dear County Commissioners:

I have been resident and business owner in St. Augustine Beach since 2001. During that time, I have seen the quality design of new communities designed and developed by McGarvey residential communities.

Their priority to quality design, saving trees, being pedestrian and eco-friendly is evident in their final projects such as; Sea Colony, Anastasia Dunes and now the Ridge all located in St. Augustine Beach. They listen and respond to concerns voiced by current residents and neighbors.

Although I am writing as a private citizen and business owner and not representing the St. Augustine Beach City Commission, I have seen the same quality results from Jay McGarvey and his company during my 12 years on the Saint Augustine Beach City Commission.

I hope this information is helpful.

Sincerely,
810 BEACH INC.



Rich O'Brien, President

RO/msw

Section 4: Relevant Project Experience

Golf Course Contractor

MacCurrach Golf

Project Name & Location

TPC Sawgrass

1215 ATP Tour Blvd.

Ponte Vedra Beach, Florida 32084

Name & Contact Information of

Project Owner

Michael Johnson

(904) 280-4877

michaeljohnson@pgatourhq.com

Initial & Final Contract Price of the Completed Project..

N/A. Continuing service, over \$20,000,000.00 billed thus far.

Project Manager for Owner w/ Contact Information

Josh White

(917) 715-4431

joshwhite@pgatourhq.com

Project Manager for Respondent

Brian Almony

(904) 646-1581

brian@maccurrachgolf.com

Kick-Off & Completion Dates of the Project

Continuing service & maintenance.

Summary of Scope of Work to be Completed for Project

Extensive renovations, construction and continuing maintenance of all 36 holes of the Stadium course and Dye's Valley course.



Project Name & Location

Jacksonville Beach Golf Club

605 Penman Road South

Jacksonville Beach, Florida

Project Manager for Owner

w/Contact Information

Jason Phitides

(904) 349-4457

jphitides@jaxbchfl.net

Name & Contact Information of

Project Owner

Jason Phitides

(904) 349-4457

jphitides@jaxbchfl.net

Project Manager for Respondent

Brian Almony

(904) 646-1581

brian@maccurrachgolf.com

Initial & Final Contract Price of the Completed Project

Initial: \$1,665,900.00

Final: \$1,816,482.20

*Explanation as to the change in Contract

Price: The owner requested additional work be added to the original scope.

Kick-Off & Completion Dates of the Project

January 2018

October 2018

Summary of Scope of Work to be Completed for Project

Complete 18 hole renovation



Project Name & Location

The Plantation at Ponte Vedra

100 Plantation Drive

Ponte Vedra Beach, Florida 32084

Name & Contact Information of Project Owner

Rob Schlingmann

(904) 543-7528

Rschlingmann@theplantationpv.com

Initial & Final Contract Price of the Completed Project

Initial: \$7,354,521.00

Final: \$7,153,348.00

*Explanation as to the change in Contract Price: The original scope of work was reduced.

Project Manager for Owner w/Contact Information

Fred Theus

(904) 543-7295

ftheus@theplantationpv.com

Project Manager for Respondent

Brian Almony

(904) 646-1581

brian@maccurrachgolf.com

Kick-Off & Completion Dates of the Project

August 2015

May 2016

Summary of Scope of Work to be Completed for Project

Complete 18 hole renovation

Project Name & Location

Hammock Beach – Ocean Course

200 Ocean Crest Drive

Palm Coast, Florida 32137

Name & Contact Information of Project Owner

Brad Hauer

(386) 246-5435

bhauer@hammockbeach.com

Initial & Final Contract Price of the Completed Project

Initial: \$2,476,099.00

Final: \$2,439,207.00

*Explanation as to the change in Contract Price: The original scope of work was reduced.

Project Manager for Owner w/Contact Information

Steve Sorrell

(386) 264-4422

ssorrell@hammockbeach.com

Project Manager for Respondent

Brian Almony

(904) 646-1581

brian@maccurrachgolf.com

Kick-Off & Completion Dates of the Project

March 2017

July 2017

Summary of Scope of Work to be Completed for Project

Complete 18 hole renovation

Project Name & Location

Atlantic Beach Country Club

1600 Selva Marina Drive

Atlantic Beach, Florida 32233

Name & Contact Information of Project Owner

Rob Stone

(904) 372-2222

robstone@atlanticbeachcountryclub.com

Initial & Final Contract Price of the Completed Project

Initial: \$3,151,795.00

Final: \$3,690,877.00

*Explanation as to the change in Contract Price: The owner requested additional work be added to the original scope.

Project Manager for Owner w/Contact Information

Doug Maier

(904) 759-1395

dmaier@arendale.com

Project Manager for Respondent

Brian Almony

(904) 646-1581

brian@maccurrachgolf.com

Kick-Off & Completion Dates of the Project

March 2014

December 2014

Summary of Scope of Work to be Completed for Project

Complete 18 hole reconstruction

Project Name & Location

Ford Plantation

12511 Ford Avenue

Richmond Hill, GA 31324

Name & Contact Information of Project Owner

Nelson Caron

(912) 547-4072

ncaron@fordplantation.com

Initial & Final Contract Price of the Completed Project

Initial: \$7,091,543.00

Final: \$7,018,232.00

*Explanation as to the change in Contract Price: The original scope of work was reduced.

Project Manager for Owner w/Contact Information

Nelson Caron

(912) 547-4072

ncaron@fordplantation.com

Project Manager for Respondent

Jeff Tourangeau

(904) 646-1581

jeff@maccurrachgolf.com

Kick-Off & Completion Dates of the Project

August 2013

September 2014

Summary of Scope of Work to be Completed for Project

Complete 18 hole renovation

Project Name & Location

Long Cove Club

399 Long Cove Drive

Hilton Head Island, SC 29928

Name & Contact Information of Project Owner

Leon Crimmins

(843) 686-1070

lcrimmins@longcoveclub.com

Initial & Final Contract Price of the Completed Project

Initial: \$2,203,447.00

Final: \$1,648,840.00

*Explanation as to the change in Contract Price: The original scope of work was reduced.

Project Manager for Owner w/Contact Information

Ashley Davis

(843) 686-1040

adavis@longcoveclub.com

Project Manager for Respondent

Jeff Tourangeau

(904) 646-1581

jeff@maccurrachgolf.com

Kick-Off & Completion Dates of the Project

May 2018

September 2018

Summary of Scope of Work to be Completed for Project

Complete 18 hole renovation

Project Name & Location

Atlantic Dunes

100 N Sea Pines Drive

Hilton Head Island, SC 29928

Name & Contact Information of Project Owner

Cary Corbitt

(843) 842-1477

ccorbitt@seapines.com

Initial & Final Contract Price of the Completed Project

Initial: \$8,011,955.00

Final: \$8,396,862.00

*Explanation as to the change in Contract Price: The owner requested additional work be added to the original scope.

Project Manager for Owner w/Contact Information

Brook Sentell

(843) 384-8722

bsentell@seapines.com

Project Manager for Respondent

Jeff Tourangeau

(904) 646-1581

jeff@maccurrachgolf.com

Kick-Off & Completion Dates of the Project

October 2015

July 2016

Summary of Scope of Work to be Completed for Project

Complete 18 hole reconstruction

Project Name & Location

Sawgrass Country Club

10034 Golf Club Drive

Ponte Vedra Beach, Florida 32082

Name & Contact Information of Project Owner

Matt Durkee

(904) 237-2622

mdurkee@sawgrasscountryclub.com

Initial & Final Contract Price of the Completed Project

Initial: \$739,263.00

Final: \$811,235.00

*Explanation as to the change in Contract Price: The owner requested additional work be added to the original scope.

Project Manager for Owner w/Contact Information

Matt Durkee

(904) 237-2622

mdurkee@sawgrasscountryclub.com

Project Manager for Respondent

Brian Almony

(904) 646-1581

brian@maccurrachgolf.com

Kick-Off & Completion Dates of the Project

June 2018

September 2018

Summary of Scope of Work to be Completed for Project

Construction of the course's bunkers and practice facility as well as continued maintenance after having constructed all 27 holes of the course

Project Name & Location

Seminole Golf Club

901 Seminole Blvd.

Juno Beach, Florida 33408

Name & Contact Information of Project Owner

Hal Hicks

(561) 626-2728

sem1soup@aol.com

Initial & Final Contract Price of the Completed Project

Initial: \$2,960,078.00

Final: \$3,232,833.00

*Explanation as to the change in Contract Price: The owner requested additional work be added to the original scope.

Project Manager for Owner w/Contact Information

David Steel

(407) 616-4841

dvst@aol.com

Project Manager for Respondent

Brian Almony

(904) 646-1581

brian@maccurrachgolf.com

Kick-Off & Completion Dates of the Project

May 2018

October 2018

Summary of Scope of Work to be Completed for Project

Complete 18 hole renovation

Project Name & Location

Harbor Town

11 Lighthouse Lane

Hilton Head Island, SC 29928

**Project Manager for Owner
w/Contact Information**

Jon Wright

(843) 842-1470

jwright@seapines.com

Name & Contact Information of

Project Owner

Cary Corbitt

(843) 842-1477

ccorbitt@seapines.com

Project Manager for Respondent

Jeff Tourangeau

(904) 646-1581

jeff@maccurrachgolf.com

**Initial & Final Contract Price of the
Completed Project**

Initial: \$3,302,800

Final: \$3,283,739

*Explanation as to the change in Contract
Price: The owner requested additional
work be added to the original scope.

**Kick-Off & Completion Dates of the
Project**

January 2015

August 2015

**Summary of Scope of Work to be
Completed for Project**

Complete 18 hole renovation



Project Name & Location

Long Point

5 Ocean Club Drive

Amelia Island, Florida 32034

Name & Contact Information of Project Owner

Kirk Kirkland

(904) 321-5057

kirkland.kirk@ameliaislandclub.com

Initial & Final Contract Price of the Completed Project

Initial \$ 1,491,400.00

Final \$ 1,592,173.00

*Explanation as to the change in Contract Price: The owner requested additional work be added to the original scope.

Project Manager for Owner w/Contact Information

Kirk Kirkland

(904) 321-5057

kirkland.kirk@ameliaislandclub.com

Project Manager for Respondent

Brian Almony

(904) 646-1581

brian@maccurrachgolf.com

Kick-Off & Completion Dates of the Project

December 2014

September 2015

Summary of Scope of Work to be Completed for Project

Complete 18 hole renovation

*For a full list of all work done by MacCurrach Golf, please visit:
<https://sway.office.com/DA7pBLmW1TTOtDTz>

Streamsong



Land Development

James N. McGarvey, Jr.

Relevant Development Experience:

*All projects were completed and sold out unless otherwise noted.

St. Johns County:

- Club Cove in Sawgrass Country Club (Pictured Below)
- Summerfield at Ponte Vedra Beach
- Clearwater Oaks
- Seaside at Ponte Vedra Beach
- Clearlake at Marsh Landing
- Ocean's Edge
- Lost Beach
- Marsh Dunes I
- Turnberry at World Golf Village
- Bermuda Bay
- The Woodlands at Ponte Vedra
- The Woodland West
- Sea Colony in St. Augustine Beach
- Anastasia Dunes
- Sea Grove
- Sea View

- The Colony
- Ocean Ridge (Currently selling lots)
- Marsh Dunes II (Currently under construction)

Duval County:

- Kensington
- Oceanwalk
- Sea Walk Village Center (Sold in 2007)
- Highland Forest
- Old San Jose on the River

Flagler County:

- Beach Haven

National:

- Sopris Mesa (Carbondale, CO)



Professional Planning

G. Brian Wheeler

Relevant Planning Experience:

St. Johns County:

- Renovation of Ponte Vedra Inn & Club courses (along with Bobby Weed), Clubhouse, Parking & Ponte Vedra Blvd.
- Marsh Landing Country Club
- Sawgrass Players Club
- Sawgrass Country Club
- Julington Creek
- Sea Colony
- Sea Grove

North Florida:

- Deercreek Country Club
- Glen Kernan Country Club
- Amelia Island Plantation & Omni Resort Core
- Summer Beach
- Orange Park Country Club
- Eagle Harbor
- Oakleaf Ranch & Middle Village

Other Florida:

- Cheval Polo & Country Club (Tampa)
- Lake Nona Golf Club (Orlando)
- Westchase Golf Club & Community (Tampa)
- Isleworth Golf Course & Community Enhancement (Windermere)

- Kelly Plantation (Destin)
- Indian Bayou (Destin)
- Sandestin Golf Course & Community (Walton County)
- Grenelefe (Haines City)
- Riverhills Country Club (Bradenton)
- Hunters Creek (Orange County)
- Hernando Oaks Country Club (Hernando County)
- Heathrow Community & Business Park (Seminole County)
- Oakhurst/ Baldwin Park (Orlando)
- Southwood Plantation (Tallahassee)
- Viera East & West (Brevard County)

National:

- Brent Creek Country Club (Lancaster County, PA)

International:

- Cypress Lake Country Club (New South Wales, Australia)
- Cape Eleuthera Development Plan (Cape Eleuthera, Bahamas)
- Bimini Bay (Bimini Bahamas)



Golf Course Architecture Consultant

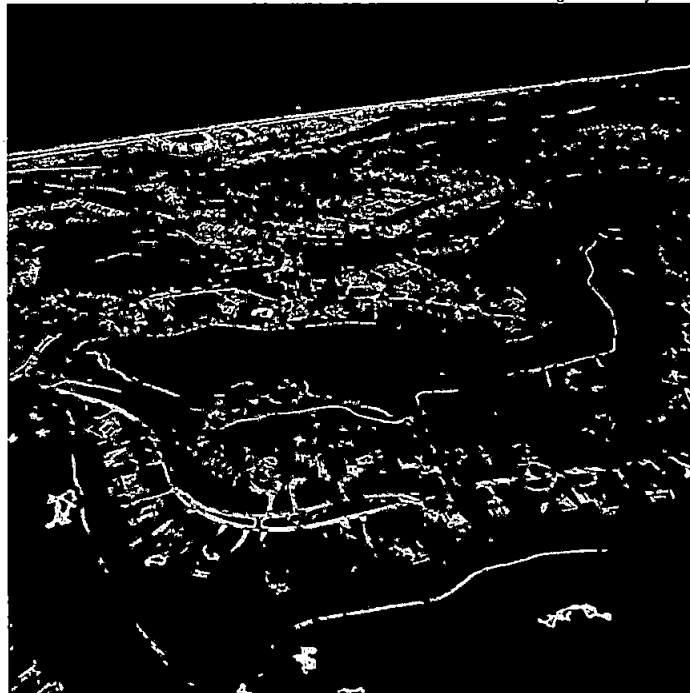
Harrison Minchew

*Harrison has designed over 75 courses throughout the world during his career. For additional information, please visit: <http://www.hmgca.com/>

Past Golf Course Designs in Florida:

- Jacksonville Beach Golf Club Redesign – Jacksonville Beach, FL
- Sawgrass Country Club (South nine) - Ponte Vedra Beach, FL
- World Golf Village - King & Bear Golf Course - St. Augustine, FL
- Hidden Hills CC - Jacksonville, FL
- Marsh Landing CC – Ponte Vedra Beach, FL
- Deering Bay Yacht and Country Club - Coral Gables, FL
- Golf Club at North Hampton - Fernandina Beach, FL
- Adios Golf Club – Coconut Creek, FL
- Davie Golf & CC – Davie, FL
- Lost Key Golf Club - Perdido Key, FL
- Majors Golf Club - Palm Bay, FL
- Mill Cove Golf Club - Jacksonville, FL
- Monarch CC - Palm City, FL
- Osceola Golf Course – Pensacola, FL
- Orange Lake CC - Legends Walk Course - Kissimmee, FL
- Orange Lake CC - Legends Course - Kissimmee, FL

Sawgrass Country Club



Architecture & Clubhouse Redesign

Cronk Duch Architecture

Relevant Architecture Experience:

Duval County:

- Atlantic Beach Country Club Clubhouse
- Atlantic Beach Towncenter

St. Johns County:

- The First Tee Headquarters at World Golf Village
- Surfer The Bar
- SaltLife Food Shack

Atlantic Beach Country Club



Engineering

England, Thims & Miller

*For full list of projects visit: <http://www.etminc.com/portfolio>

Relevant Engineering Experience:

St. Johns County:

- King & Bear Golf Course at World Golf Village
- Nocatee
- Johns Creek

Duval County:

- North Hampton Community and Golf Course
- Queen's Harbor Community and Golf Course
- South Hampton Community and Golf Course
- Pablo Creek Reserve
- Tamaya
- Bartram Springs
- Oakleaf Plantation (Duval + Clay County)

Development & Construction Management

Ralph Colton

Relevant Project Management Experience:

St. Johns County:

- Cypress Lakes Community and Golf Course Phases 1, 2A, 2B, 4 & 5
- Marsh Landing Country Club, Golf Course, Clubhouse & Cart Barn Phases 5, 6, 7, 8 & 9
- Ocean Ridge
- Gran Lakes
- Ivy Lakes at Cunningham Creek
- Las Calinas
- The Palms of Ponte Vedra
- Park Place
- Windward Farms
- Deer Chase
- Cedar Point
- Makarios South

Duval County:

- East Hampton
- Marsh View
- Victoria Pointe
- Victoria Preserve
- Oakleigh Pointe
- Meadow Downs

- Wedgewood Estates
- Wedgewood Villas
- Millcreek
- Dames Point Crossing Condominiums
- The Overlook Condominiums
- Stonegate Condominiums
- Kendall Square Townhomes
- Bridgewater Townhomes
- Villages of Bartram Springs
- Seasons at Kensington Townhomes

Flagler County:

- Painters Walk
- Cedar Island
- Beach Haven
- Hidden Lakes

Volusia County:

- The Lakes at Pine Run

National:

- The Hidden Hills at Lake Travis Golf and Country Club (Austin, TX)

Pablo Creek Golf Club



Golf Course and Residential Construction Management

H. Thomas Rodgers

Relevant Golf Course and Residential Construction Management Experience:

St. Johns County

- Ponte Vedra Inn & Club Golf Course
- Pablo Creek Golf Course
- Palencia Golf Course & Country Club
- Sea Colony
- Anastasia Dunes
- Sea Grove
- Turnberry at World Golf Village
- Summerfield at Ponte Vedra
- The Woodlands at Ponte Vedra
- Azalea Point at Fairfield Ponte Vedra
- Dunes Club at Ponte Vedra
- Seaside at Ponte Vedra
- Espanita
- Whisper Ridge
- Samara Lakes
- Old Sebastian Point
- Worthington Park
- Camelot Village
- Chelsea Woods
- Silverthorn
- Old Moultrie Village

Duval County

- Queen's Harbor Community & Golf Course
- Hidden Hills Community & Golf Course
- Timuquana Country Club & Golf Course
- South Hampton Golf Course
- Hampton Glen
- Kensington
- Old San Jose on the River
- Paradise Key
- Oceanwalk
- Greenland Oaks of Mandarin
- Clearwater Oaks
- Hampton Park
- South Chase
- Windsor Chase
- Crestwick Crossing
- Kernan Forest

- Skylark Estates
- Heritage Trace Oaks
- Country Walk
- Springtree Village
- Danforth
- Marsh Sound
- Paradise Preserve
- Waterbrook Falls
- River Chase
- Hidden Paradise
- Mandarin Ridge
- Selva Lakes
- Brier Hill
- Caney Branch Plantation
- Paradise Cove
- La Terrazza

Nassau County

- Flora Parke
- Timber Creek Plantation
- Ocean Sound at Fernandina
- Villages of Marsh Lakes

Clay County

- Paradise Moorings

Flagler County

- Beach Haven
- Sunset Inlet

Section 5: Financial Capability

James N. McGarvey, Jr as president of Neighborhood Realty Inc./ McGarvey Residential Communities, has a full and comprehensive understanding of the financial requirements needed to renovate the St. Johns Golf Club and develop a first-rate golf course, golf club and neighborhood in St. Johns County.

Should this proposal be accepted, McGarvey Residential Communities will be able to raise funding from Mr. McGarvey's personal funds, private investors he has worked with over the past thirty years and bank financing that is available through a strong relationship with First Atlantic Bank.

Mr. McGarvey's personal financial statement, an investor letter and a letter from First Atlantic Bank are included with this submittal and will attest to the company's stellar reputation, keen business acumen and strong financial capability.

Letter of Bonding Capability



July 20, 2018

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

RE: MacCurrach Golf Construction, Inc.

To Whom It May Concern:

Ohio Farmers Insurance Company serves as surety for MacCurrach Golf Construction, Inc. During our twenty three year relationship we have issued numerous bonds for this fine firm. Single projects up to \$10,000,000 and an aggregate program of \$20,000,000 are routine parameters for this quality contractor.

We consider MacCurrach Golf Construction, Inc. to be a highly-qualified construction firm and valued surety client. These limits and any specific approval would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by our client.

Ohio Farmers Insurance Company has an A.M. Best rating of "A" XV and a U.S. Treasury Listing of \$233,551,000 as of 7/1/18. Feel free to call 904-661-4708 if you have any questions or need any additional information.

Sincerely,

Daniel J. Sheehan
Regional Bond Manager

10245 Centurion Pkwy N, Ste 104 | Jacksonville, FL 32256
westfieldinsurance.com | 800.331.8208

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|------------------------|
| PRODUCER USI Insurance Services National, Inc. 4601 Touchton Road, #3210 Jacksonville, FL 32246 (904)450-4713 | CONTACT NAME: Patl Murphy PHONE (A/C, No. Ext.): (904)450-4713 E-MAIL ADDRESS: patl.murphy@usi.com | FAX (A/C, No.): |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED MacCurrach Golf Construction, Inc. 3501 Faye Road Jacksonville FL 32226 | INSURER A: Westfield Insurance Company | NAIC # 24112 |
| | INSURER B: Bridgefield Employers Insurance Company | NAIC # 10701 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES **CERTIFICATE NUMBER:** 13895037 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR (INSR) (WVR) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | TRA4222033 | 03/01/18 | 03/01/19 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> PIP | | TRA4222033 | 03/01/18 | 03/01/19 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 10,000 \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | TRA4222033 | 03/01/18 | 03/01/19 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | 830-58158 | 03/01/18 | 03/01/19 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Proof of Insurance

| | |
|--|--|
| CERTIFICATE HOLDER St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

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 ACORD 25 (2016/03)

**III HERBIE WILES
INSURANCE**

November 29, 2018

Neighborhood Realty Inc
1102 A1A N
Ponte Vedra Beach, FL 32082-4098

RE: General Liability
Policy #78292756

To Whom it May Concern:

Please be advised that our insured, Neighborhood Realty Inc., above, has a General Liability Policy with our Agency. The limits of coverage are shown in the enclosed Certificate of Liability Insurance.

Herbie Wiles Insurance Agency is able to provide an Umbrella Policy Quotation with \$1,000,000 Limit of Liability and Automobile Liability Insurance Quotation with \$2,000,000 Limit of Liability.

The insured, Neighborhood Realty Inc is eligible to obtain quotes of coverage for these limits.

Sincerely,



Brittany Good
Account Manager
Enclosure

400 N. Ponce de Leon Blvd. • St. Augustine, FL 32084-3587
904-829-2201 • fax 904-829-2020 • 800-997-1961
www.herbiwiles.com

The House That Trust Built



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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| PRODUCER Herbie Wiles Insurance Inc. A Division of FRP 400 N Ponce de Leon Blvd St Augustine FL 32084-3067 | CONTACT NAME: Operations Center PHONE (A/C, No, Ext): (804) 829-2201 FAX (A/C, No): (804) 829-2020 E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | | | |
|---|---|-------------------------------|--|--------|------------|---------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|
| | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Southern-Owners Insurance</td> <td>10190</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Southern-Owners Insurance | 10190 | INSURER B: | | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Southern-Owners Insurance | 10190 | | | | | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | |
| INSURED Neighborhood Realty Inc 1102 A1A N Ponte Vedra Beach FL 32082-4098 | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 18-19 Liability V1.0 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSUR LTR | TYPE OF INSURANCE | ADDCS (SUBR INSD) (WVD) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-----------|---|-------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | 78292756 | 08/01/2018 | 08/01/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | 78292756 | 08/01/2018 | 08/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | PER STATUTE \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER St Johns County, FL 500 San Sebastian View St. Augustine FL 32084 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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Claims, Liens, Litigation History

REQUEST FOR PROPOSALS (RFP) NO: 19-22 LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB

CLAIMS, LIENS, LITIGATION HISTORY (Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration. NONE
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. NONE
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

N/A

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes _____ No If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why? N/A

7. List the status of all pending claims currently filed against your company:

N/A

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No If yes, please explain in detail: _____

Confidential Information – Exemption from Public Records Request

Pursuant to Section 119.071(c) of the Florida Statutes, we request that the following personal financial statement of Mr. McGarvey required to respond to RFP NO: 19-92 be exempt from the public records law.

Investor Letter – Criss & Associates, INC.

CRISS & ASSOCIATES, INC.
2358 Riverside Avenue, Unit 203
Jacksonville, FL 32204
904-614-5439

November 30, 2018

St. Johns County
Board of County Commissioners

Re: RFP NO: 19-22

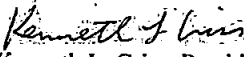
Dear Ladies and Gentlemen:

I am writing to ask that you award to McGarvey Residential Communities the rights to renovate the St. Johns Golf Club and to develop a residential neighborhood at that site. I make this recommendation based upon the results of at least 15 investments over 30 years experienced by my clients, friends and myself in ventures controlled and managed by Jay McGarvey.

Criss & Associates was a CPA firm from 1982 to 2005, at which time I retired from the CPA business and became vice president of Rock Creek Capital. My CPA firm compiled the prospective financial statements for the private offering memoranda which McGarvey Residential Communities issued to its investors as well as the historical financial statements during the life of the various ventures. Thus, the investors and I had a unique opportunity to see first Jay's budgeted vision of each project and then the actual financial and visual results that he achieved. His successes caused us to happily reinvest with him as he found new opportunities. His communities have caused the original realty owners (who sold to him) to be proud, the city and county tax rolls to grow, the ultimate homeowners and renters to be thrilled with their new residences, and his investors to make adequate profits that kept them coming back. A fair statement to make is that Jay's business model is to undertake communities only where he believes that all involved will come out winners.

Unlike so many other developers, his business successfully went through the ups and downs of real estate cycles for the last 30+ years. His communities and his company are monuments to his creativity and integrity. Our hope is that you give us a chance to invest with him again at the St. Johns Golf Club.

Sincerely,


Kenneth L. Criss, President
Criss & Associates, Inc.

Banking Partner Letter – First Atlantic Bank

November 28, 2018



To Whom It May Concern:

We have been asked to write a letter about our relationship and experience with Jay McGarvey and the McGarvey family businesses. We will endeavor to do this and be as specific as we can while also protecting the privacy of this family owned enterprise.

FirstAtlantic Bank has been doing business with Jay McGarvey (Owner & President) and his family for many years. When we first entered into a relationship with the McGarvey family, as part of our due diligence, we explored reputational issues to include the success of his projects. Mr. McGarvey's reputation for doing the right thing, the right way, and with success was a clear outcome of our due diligence work.

Additionally, we know from experience Mr. McGarvey is someone who ensures key fundamental tenants are adhered to for each project he and his sons undertake; these include:

- 'Sweat the details' from the vision, to planning, to execution.
- Budget conservative levels of contingency funding into each project allowing for plenty of capital.
- 'Underlever' the project, or said a different way, invest heavy equity proceeds (again, this makes sure he has the flexibility to sweat the details without cutting corners).
- Approach a project with a clear vision for what success looks like and make sure all partners approach it in the same manner (i.e., vision, planning, and detailed quality execution).
- Maintain enough capital outside of the project to ensure he can absorb any shock or issue (gets at sustainability).

While we cannot offer specifics, Mr. McGarvey has access to significant resources and equity capital (be it his own and/or key "silent" partners who have been with him and his companies for many years). We have participated with Mr. McGarvey in transactions/business dealings with a total value in the low 8 figures. The value of the largest single transaction was in the high 7 figures. Each transaction was handled as agreed upon in a very professional manner. Because we view our relationship with the McGarvey family of businesses as a "house" account, as this project unfolds, our bank stands ready to deck a full team of senior bankers and financial underwriting professionals to work with the McGarvey family on all aspects of the project to include financing the entire project (subject to final underwriting).

About us: FirstAtlantic is a division of National Bank of Commerce. FirstAtlantic is headquartered in Jacksonville, Florida, while our parent company is headquartered in Birmingham, Alabama. Our company has a strong presence in St. Johns County with a financial center in Ponte Vedra Beach and 2 financial centers in St. Augustine (the St. Augustine centers are "flagged" as Reunion Bank, a "sister" division also owned by National Bank of Commerce). The equity position of our bank exceeds \$500 million, our loans total over \$3 billion and the bank typically maintains \$200 million +/- in cash and investments reflecting the conservative nature we manage our institution. We position the bank as a Commercial Bank focused on mid-market businesses, business owners/family enterprises, professionals and commercial real estate finance. Note: Recently, our parent company agreed to merge with CenterState Bank, one of the largest community banks in Florida, based in Winter Haven. Thus, our presence in St. Johns County will get much larger and we become a Florida-headquartered company once again.

Sincerely,

Paul G. Grube
Executive Vice President
FirstAtlantic & National Bank of Commerce
Chief Banking Officer- FirstAtlantic Bank
NMLS #1739201
Office: 904.421.5681
Cell: 904.495.4826
pgrube@firstatlantic.bank

FirstAtlantic Bank • 1325 Hendricks Avenue, Jacksonville, FL 32207 • 904-348-3100
Member FDIC

Section 6: SJC Project Proposal

Proposed Value of the Improvements to the Golf Course:

\$4,385,430.00. See detailed bid sheet from MacCurrach at the conclusion of this section.

Completion Schedule for Renovations to the Golf Course:

We intend to begin the renovation of the golf course as soon as the Contract negotiations with the County, and significant discovery/due diligence is completed and evaluated. That being said, we anticipate renovation work to begin in the late fall of 2019, and be complete for play in the late fall of 2020.

Additional Proposed Improvements to the St. Johns Golf Club Facility:

Plan #1

Renovation and additions to Clubhouse, cart barn and parking/drop off area-\$1,000,000+/-.

These improvements 1)reimagine the exterior of both buildings (See attached detailed description), 2) they provide new meeting and home office facilities for the First Tee program (see letter from PGA Tour and First Tee), 3)they redesign the interior spaces and add First Tee home office and meeting area(see attached plans), and 4)they provide for a much more golf friendly and contemporary 'front door' and drop off area as one approaches the new club house building. We have currently scheduled these improvements during the renovation of the golf course.

In addition to the above, you will note on the overall site plan attached that we propose a new Children's Playground/Park and Community Garden and Pickle ball courts in the southwest corner. Further, we propose a new Community Park with a multi-purpose field and lots of open space located just east of the conservation easement. Estimated value is \$275,000.

Plan #2

Painting, landscaping, and addition to club house/cart barn- \$250,000

Improvements include the renovation of the St. John's county golf course with our contractor partner, MacCurrach Golf. Additionally, we will clean up and paint the exterior of the existing club house/cart barn. We will also add approx. 1400 sq. ft. of new space for offices/meeting room for First Tee and the general public. Furthermore, we will landscape the clubhouse/cart barn façade to create additional street appeal.

In addition to the above improvements, we will create two new parks in the locations indicated in the enclosed site plans. The large park location east of the conservation easement will include a multi-purpose field. A tot lot playground will be constructed in the park located in the southwest corner of the property. Estimated value \$175,000.

In both Plan #1 and Plan #2 above we anticipate the Park improvements will be built during the time of development of the single family lots on the exchanged land.

Proposed Amount to be Contributed by Respondent for Construction Management of Project by County's Golf Course Architect:

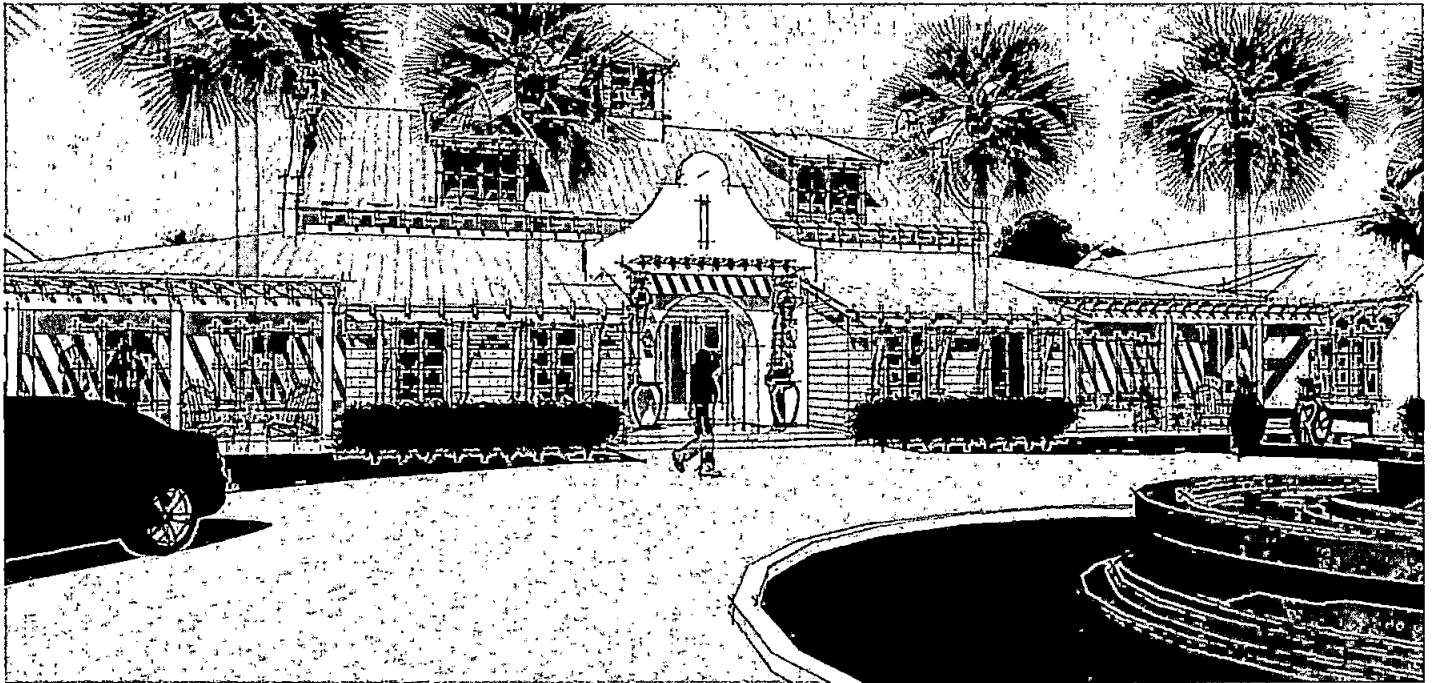
As of the time of RFP submittal, ie. December '6, there has been no task order issued for Construction Management regarding the managers' responsibilities, the typical fees or time required for construction management. There have been no hourly rates or unit rates discussed for any services at this point. We would be happy to discuss this issue as part of the final negotiations.

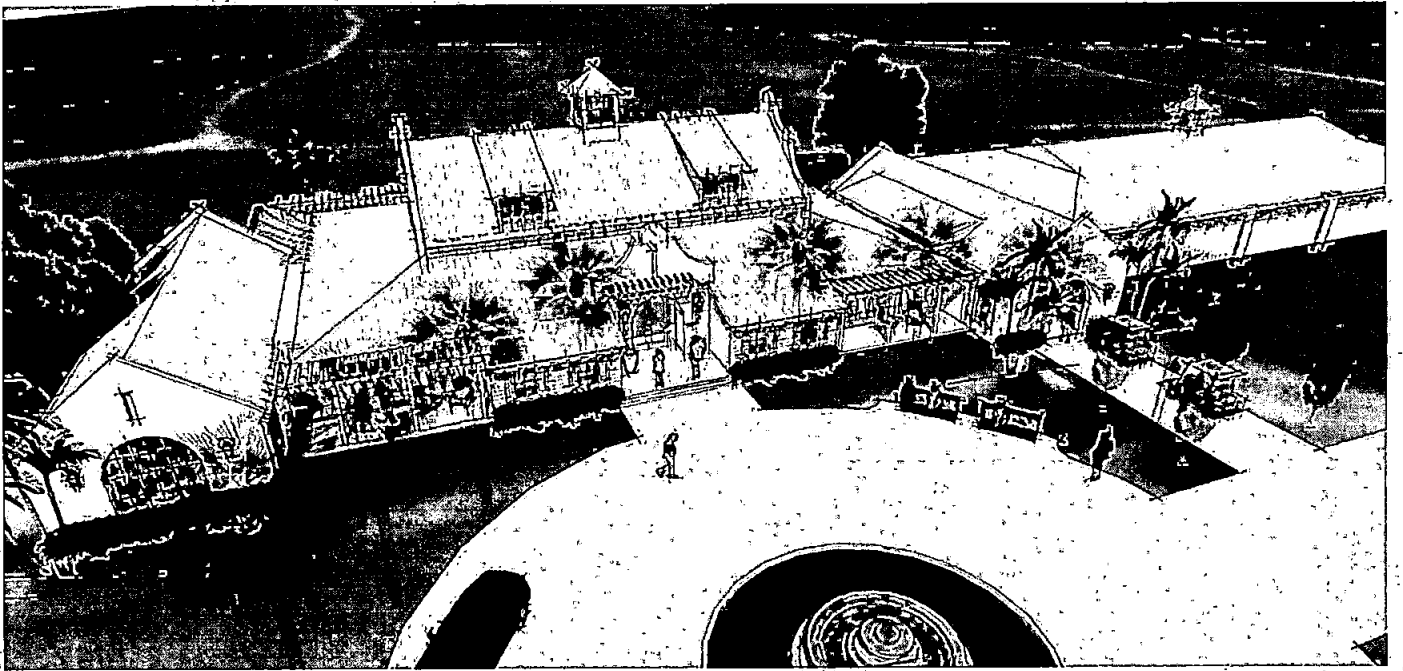
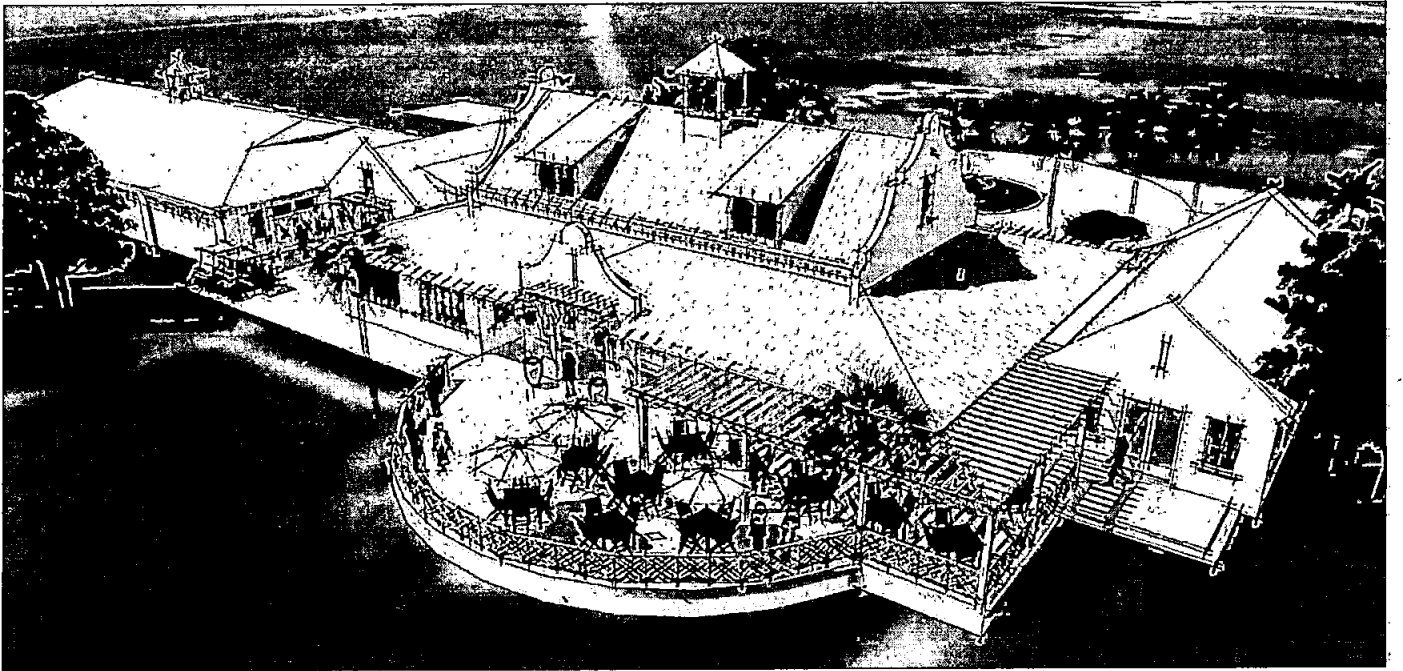
Architectural and Floor Plan Concepts for Clubhouse/ Cart Barn – Plan #1:

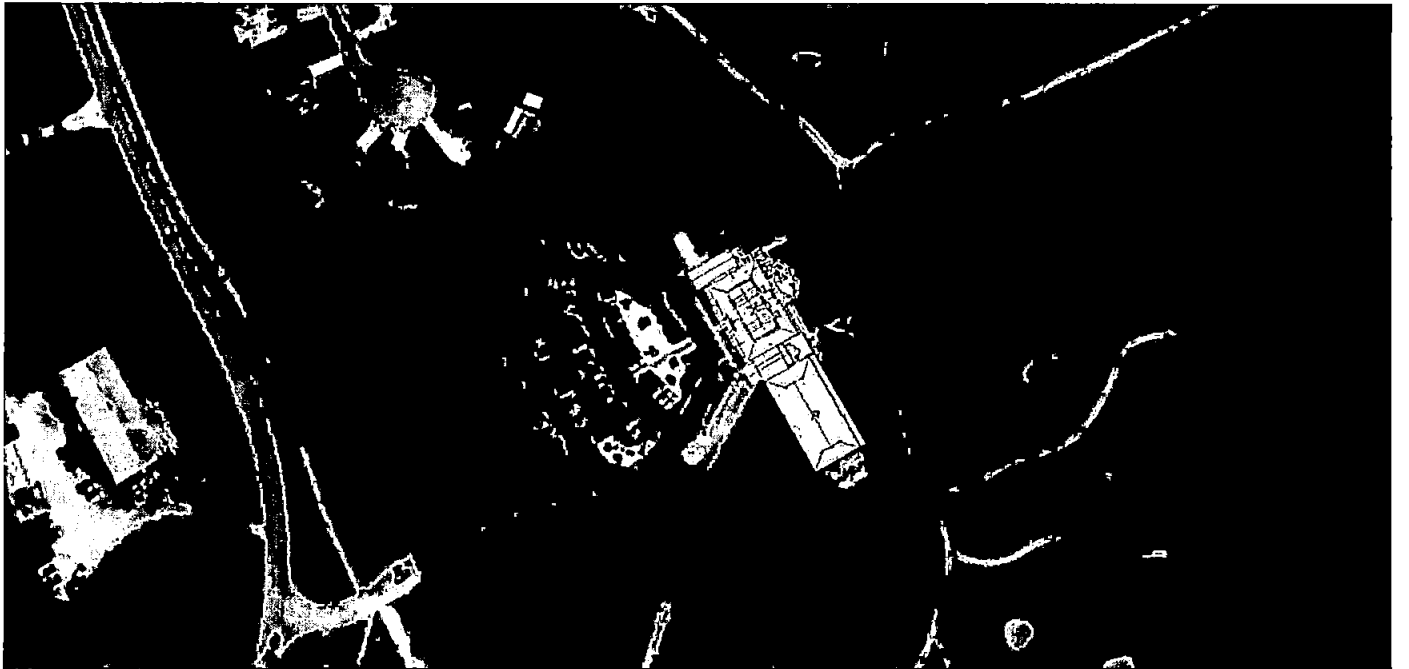
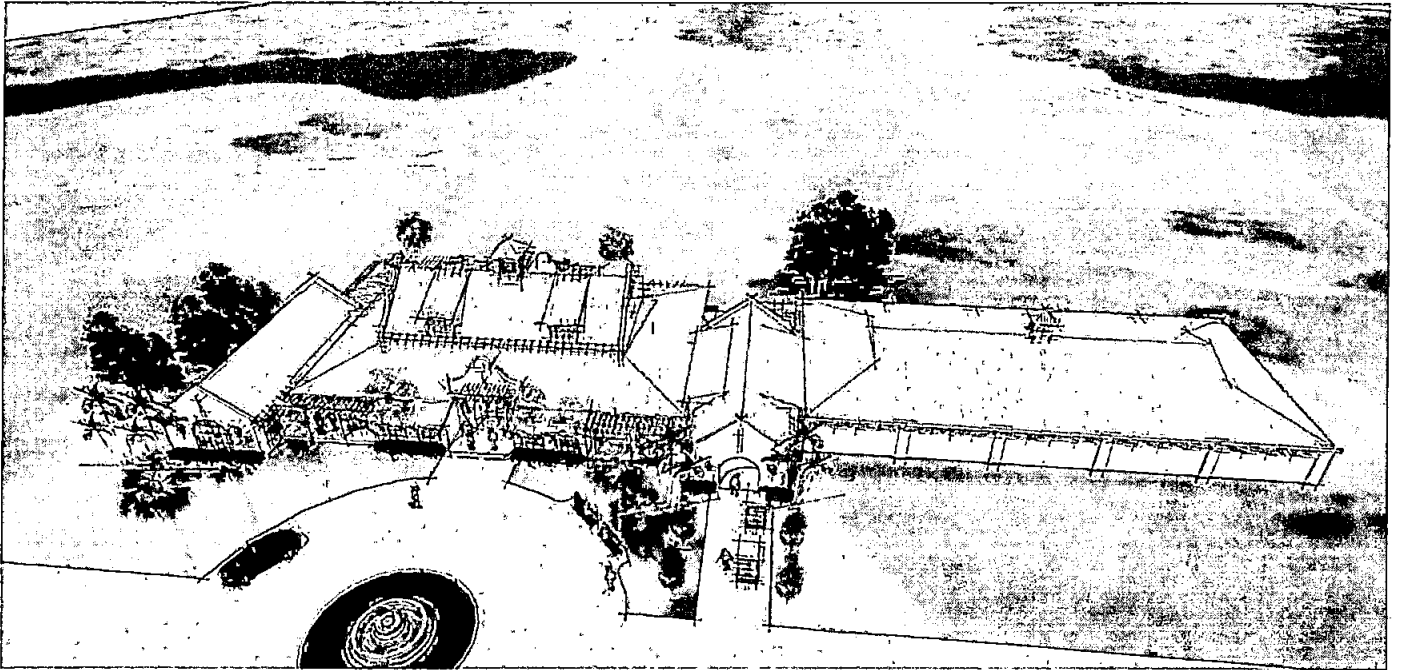


Plan #1 Clubhouse Architectural Narrative

Through careful consideration and inspection of the existing club house and cart buildings, the choice was made to rehabilitate the structures vs demolition and reconstruction. Both the Siting of the buildings and relationship between the buildings align with the overall design and programmatic goals of our Master Plan Concept. The core methods and materials of the structures are in sound condition and comprised of materials that lend themselves to rehabilitation and additions as the basis for overall aesthetic design, system, efficiency and programmatic improvements. The underlying concept for the proposed rehabilitation is additive through new architectural spaces, elements, and materials to the existing structures and through a refocus of the hierarchy of the buildings to the center of the Clubhouse building at the entry. Improving the scale and the massing of the existing buildings is essential and is achieved through over-framing the roof structure with a new roof element as well as the addition of two symmetrical wings flanking the Clubhouse center and connecting the structures with pergola breezeways. The Entry is reinforced with a decorative Gable wall flanked by additive additions to provide depth to the facade as well as needed Program. The architectural character and materials of the proposed concept, in a Caribbean / West Indies style, tie the existing and new structures together to into a cohesive building composition. The programmatic layout of the Clubhouse spaces remains consistent with the existing plan with improvements to the interior / exterior connections and light into the spaces. The new north wing is a flexible open space for (McGarvey to add description) and the new south wing becomes the cart entry into the space between the Clubhouse building and the cart building. The existing Cart Building is improved by a new architectural roof material and exterior finishes to compliment the Clubhouse building.







MacCurrach Construction Bid Sheet

| CONSTRUCTION BID SHEETS | | | | | | | | |
|---------------------------|---|----------|---------|---------------|------------------|-------------|--------------------|---------------------|
| St Johns Golf Club | | | | | | | | |
| EIGHTEEN HOLE GOLF COURSE | | | | | | | | |
| | ITEM/DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | MATERIAL COSTS * | LABOR COSTS | INSTALLED COSTS ** | EXTENDED SUB-TOTALS |
| A | Mobilization | ONE (1) | L.S. | | | | | \$ 53,000.00 |
| | | 1 | Ls | \$ 53,000.00 | | | | \$ 53,000.00 |
| B | Surveying and Staking | ONE (1) | L.S. | | | | | \$ 5,000.00 |
| 1 | Hourly Rate | 50 | HOUR | \$ 100.00 | | | | \$ 5,000.00 |
| C | Clearing and Grubbing | ONE (1) | L.S. | | | | | \$ 41,250.00 |
| 1 | Initial and General | | ACRES | | | | | |
| 2 | Selective | | ACRES | | | | | |
| 3 | Hand | | ACRES | | | | | |
| 4 | Grubbing and Disposal | | ACRES | | | | | |
| 5 | Discing/rototilling vegetation | 75 | ACRES | \$ 550.00 | | | | \$ 41,250.00 |
| 6 | Demolition and Disposal | | L.S. | | | | | |
| | grass eradication | 75 | ACRES | | | | | By Others |
| D | Erosion/Dust Control | ONE (1) | AL | | | | | \$ 5,000.00 |
| | see Engineer's package | | | | | | | |
| 1 | Temporary water | | L.S. | | | | | |
| 2 | Silt Ponds | | CU.FT. | | | | | |
| 3 | Silt Fence/hay bale/mulch | | LN.FT. | | | | | |
| 4 | Temporary Grassing | | ACRES | | | | | |
| E | Earthmoving | ONE (1) | L.S. | | | | | \$ 100,000.00 |
| 1 | On-Site cuts/fills (includes lakes) | 25000 | CU.YDS. | \$ 4.00 | | | | \$ 100,000.00 |
| 2 | Rock Removal | | CU.YDS. | | | | | |
| 3 | Muck Removal | | CU.YDS. | | | | | |
| 4 | De-Watering | | CU.YDS. | | | | | |
| 5 | Off-Site fill material | | CU.YDS. | | | | | |
| F | Topsoll | ONE (1) | L.S. | | | | | N/A |
| 1 | Stripping and Stockpiling | | CU.YDS. | | | | | |
| 2 | Cleaning and Shredding | | CU.YDS. | | | | | |
| 3 | Replecing | | CU.YDS. | | | | | |
| 4 | Purchase Off-Site | | CU.YDS. | | | | | |
| Page 2 | ITEM/DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | MATERIAL COSTS * | LABOR COSTS | INSTALLED COSTS ** | EXTENDED SUB-TOTALS |
| G | Lake Construction | 1 | AL | | | | | \$ 25,000.00 |
| 1 | Dam Construction | | CU.YDS. | | | | | |
| 2 | Fine Grading | | L.S. | | | | | |
| 3 | Bentonite | | SQ.FT. | | | | | |
| 4 | PVC liner - 30 mil | | SQ.FT. | | | | | |
| 5 | 12" Liner Fill | | CU.YDS. | | | | | |
| 6 | Lake Bank Treatment | | SQ.FT. | | | | | |
| 7 | Lake Control Structure | 1 | EACH | \$ 25,000.00 | | | | \$ 25,000.00 |
| H | Major Drainage | ONE (1) | L.S. | | | | | N/A |
| 1 | Pipe 12" and larger (to be determined by engineer) | | | | | | | |
| 2 | Inlet/Outlet | | L.S. | | | | | |
| 3 | Lake Connection | | L.S. | | | | | |
| | 6" pipe, basins and grading | | | | | | | |
| 1 | Rough Grading | ONE (1) | L.S. | | | | | \$ 150,000.00 |
| 1 | Shaping | 1 | L.S. | \$ 150,000.00 | | | | \$ 150,000.00 |
| 2 | Unit Price for Additional Earthwork | | CU.YDS. | | | | | |
| J | Golf Course Drainage | ONE (1) | L.S. | | | | | \$ 183,125.00 |
| | Field located in addition to engineer's plan: | | | | | | | |
| 1 | 6" ADS | 10,000 | LN.FT. | \$ 9.00 | \$ 2.00 | \$ 7.00 | | \$ 90,000.00 |
| 2 | Catch Basins | 275 | EACH | \$ 275.00 | \$ 75.00 | \$ 200.00 | | \$ 75,625.00 |
| 3 | 4" solid pipe | 2500 | EACH | \$ 7.00 | \$ 1.50 | \$ 5.50 | | \$ 17,500.00 |
| | grading and clean up | 1 | L.S. | | | | | |
| K | Bridges | ONE (1) | AL | | | | | \$ 7,500.00 |
| 1 | Culvert Crossing | 75 | LN.FT. | \$ 100.00 | guess | | | \$ 7,500.00 |
| 2 | Foundation/Wing wall | | L.S. | | | | | |

| Page | ITEM/DESCRIPTION | QUANTITY | UNIT | \$ | 4.00 | MATERIAL COSTS * | LABOR COSTS | INSTALLED COSTS ** | EXTENDED SUB-TOTALS |
|------|---|----------|---------|------------|------------------|------------------|--------------------|---------------------|---------------------|
| 3 | L Greens and Tees Construction | ONE (1) | L.S. | | | | | | \$ 735,290.00 |
| | Greens | 130,000 | SQ.FT. | | USGA | | | | |
| | Tees | 200,000 | SQ.FT. | \$ | 0.15 | | | | \$ 30,000.00 |
| 1 | Pea Gravel | 2407 | TONS | \$ | 70.00 | \$ 35.00 | \$ 35.00 | | \$ 168,490.00 |
| 2 | 4" Perforated Pipe | 13000 | LN.FT. | \$ | 8.00 | \$ 1.50 | \$ 6.50 | | \$ 104,000.00 |
| 3 | 4" Non- Perforated Pipe | 2000 | LN.FT. | \$ | 7.00 | \$ 1.50 | \$ 5.50 | | \$ 14,000.00 |
| 4 | 12" Greens mix | 6980 | TONS | \$ | 60.00 | \$ 32.00 | \$ 28.00 | | \$ 418,800.00 |
| 5 | Tees Sand (6") | | TONS | | | | | | |
| M | Bunker Construction - ACRES | 50,000 | LN. FT. | | | | | | \$ 136,840.00 |
| 1 | 4" Perforated Pipe | 4000 | LN.FT. | \$ | 8.00 | \$ 1.50 | \$ 6.50 | | \$ 32,000.00 |
| 2 | 4" Non-Perforated Pipe | | LN.FT. | | | | | | \$ - |
| 3 | Rock | | TONS | | | | | | \$ - |
| 4 | Bunker Sand | 1296 | TONS | \$ | 36.25 | \$ 28.00 | | | \$ 46,980.00 |
| 5 | Edge Bunker | 1 | L.S. | \$ | 12,500.00 | | | | \$ 12,500.00 |
| 6 | Spread Sand | 1 | L.S. | \$ | 45,360.00 | | | | \$ 45,360.00 |
| N | Irrigation | | | | | | | | \$ 1,622,800.00 |
| | Cart Paths | ONE(1) | L.S. | | | | | | \$ 722,000.00 |
| | Concrete 8" wide | 19000 | LN.FT. | \$ | 38.00 | \$ 12.40 | \$ 25.60 | | \$ 722,000.00 |
| | Curbing | | LN.FT. | | | | | | |
| 1 | Landscaping | ONE (1) | L.S. | | | | | | N/A |
| 2 | Required environmental | | L.S. | | | | | | |
| 3 | Ornamental | | L.S. | | | | | | |
| 4 | Trees | | | | | | | | |
| 5 | | | | | | | | | |
| 6 | Finish Grade | ONE (1) | L.S. | | | | | | \$ 120,000.00 |
| 7 | Shape and Smooth - fairways/roughs/features | 75 | Acres | \$ | 1,600.00 | | | | \$ 120,000.00 |
| | Float greens/level tees | | L.S. | | | | | | |
| | Seedbed Preparation | ONE (1) | L.S. | | | | | | \$ 116,250.00 |
| | Fairways/roughs/greens/tees/native areas | 75 | ACRES | \$ | 1,550.00 | | | | \$ 116,250.00 |
| | Pre-plant fertilizer greens | | ACRES | | | | | | |
| | Elite Starter @ 365 # / AC | | LBS. | | | | | | |
| | Iron Plus Elite @ 300 # / AC | | LBS. | | | | | | |
| Page | 4 Pre-plant fertilizer tees | | ACRES | | | | | | |
| 8 | Elite Starter @ 320 # / AC | | TONS | | | | | | |
| | Iron Plus Elite @ 300 # / AC | | TONS | | | | | | |
| | Pre-plant fertilizer fairways | | ACRES | | | | | | |
| | Elite Starter @ 200 # / AC | | TONS | | | | | | |
| | Pre-plant fertilizer roughs, native, sodded areas | | ACRES | | | | | | |
| | Ph Adjustment | | TONS | | | | | | |
| | Fertilizer mixing | | ACRES | | | | | | |
| | Rock-Debris Picking | | ACRES | | | | | | |
| | Finish Float | | ACRES | | | | | | |
| 9 | Handwork / features and sod areas | | ACRES | | | | | | |
| | Starter fertilizer - greens - STEP @ 200#AC | | LBS. | | | | | | |
| | Final float - greens | | L.S. | | | | | | |
| | Fumigate green - warm season | | EACH | | | | | | |
| 10 | | | | | | | | | |
| | ITEM/DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | MATERIAL COSTS * | LABOR COSTS | INSTALLED COSTS ** | EXTENDED SUB-TOTALS | |
| | Grassing | | L.S. | | | | | \$ 462,375.00 | |
| | Greens | 130,000 | SQ.FT. | \$ | 0.60 | \$ 0.52 | \$ 0.08 | \$ 78,000.00 | |
| 11 | Seed | | | | | | | | |
| | Sod | | | | | | | | |
| | Sprig | | | | | | | | |
| | Tees | 200,000 | SQ.FT. | \$ | 0.15 | \$ 0.11 | \$ 0.04 | \$ 30,000.00 | |
| 12 | Seed | | | | | | | | |
| | Sod | | | | | | | | |
| | Sprig | | | | | | | | |
| | Fairways | 75 | ACRES | \$ | 1,875.00 | \$ 1,500.00 | \$ 375.00 | \$ 140,625.00 | |
| 13 | Seed | | | | | | | | |
| | Sod | | | | | | | | |
| | Sprig | | | | | | | | |
| | Roughs | | ACRES | | | | | | |
| | Seed | | | | | | | | |
| | Sod | | | | | | | | |
| | Sprig | | | | | | | | |
| | Outer Roughs - Native areas | | ACRES | | | | | | |
| | zozia sod | 25,000 | SQ.FT. | \$ | 0.75 | \$ 0.50 | \$ 0.25 | \$ 18,750.00 | |

| | | | | | | | |
|------|--|---------|--------|---------|---------|---------|-----------------|
| Page | | | | | | | |
| 5 | Sod | 325,000 | | \$ 0.60 | \$ 0.36 | \$ 0.24 | \$ 195,000.00 |
| 14 | Hydroseeded | | | | | | |
| | Wicklowers - Littoral | | ACRES | | | | |
| | Specialty Construction | | LS. | | | | By Others |
| | Shelters | 1 | EACH | | | | |
| 15 | Retaining Walls | | LN.FT. | | | | |
| | Rock Work | | LS. | | | | |
| | Field Design | | | | | | |
| 16 | Sub-total | | | | | | \$ 4,385,430.00 |
| | contingency | | | | | | |
| | TOTAL | | | | | | |
| 17 | <p>* MATERIAL COSTS - INCLUDE PROFIT. OWNER MAY ELECT TO PURCHASE MATERIALS DIRECT, AND THE PRICE STATED FOR MATERIALS SHALL ALSO BE THE DEDUCT PRICE. CONTRACTOR SHALL INCLUDE IN HIS LABOR COST THE PRICE FOR COORDINATING THE ORDERING AND DELIVERY SCHEDULES FOR MATERIALS AS WELL AS SUPERVISION.</p> <p>** INSTALLED COSTS SHALL BE THE EXTENDED TOTALS OF MATERIALS COSTS AND LABOR COSTS (TOTAL OF EACH UNIT TIMES THE NUMBER OF UNITS).</p> | | | | | | |

Letter from The First Tee



December 3, 2018

Dear Mr. McGarvey:

Thank you for reaching out to discuss your interest in working with The First Tee on the St. Johns Golf Club Project. I understand many developers are in the running for the project, but you are the only one that connected with us to discuss our potential plans. Over my nine plus years with The First Tee, I have had the privilege to work with many community partners here in North Florida. As we look towards our next twenty years as an organization, there are many strategic plans that we have envisioned. One of those plans is precisely what we discussed – a home facility in St. Johns County. For years, we operated a Three-Hole Facility and Admin Office Building at St. Johns Golf Club, but recently chose to divest that facility in hopes of building a better home with the course redesign.

For 18 years, St. Johns County and The First Tee have accomplished many great things together. This partnership continues to grow stronger each year and allows more children to receive our programs either through their school or on-course programming. St. Johns Golf Club is a prime location to house our Administrative Offices, but more importantly a home for many children in the county. This facility would be able to host thousands of children each year to both experience golf and learn/exhibit our curriculum, which continues to prove itself successful. Did you know...When a child is in our Life Skills Experience Program for three years or more and through their anticipated graduation date that we see 100% Graduation Rate. Compared to our service areas 75% Graduation Rate that is a huge success. Children learn and exhibit values such as Responsibility, Honesty, and Integrity, but more importantly show Confidence, Self-Management, and Goal-Setting Skills. All strong foundational values for future leaders in our community.

When looking to work with community partners in North Florida, I can't think of a better one to help us reach our long-term dreams than McGarvey Residential Communities. You have the passion to give back to your community through building sustainable developments and investing in our future generations. In 2009, when I first started with this organization, we reached just over 5,000 children. Fast forward to 2018, we now work with over 125,000 children here in North Florida annually. Together, we can make a difference. Together, we can Impact, Influence, and Inspire tomorrow's generations.

Thank you for thinking of The First Tee of North Florida and our children. This is one investment we cannot lose.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Willoughby".

Jeff Willoughby
Executive Director
The First Tee of North Florida

The First Tee of North Florida
475 W Town Pl Suite 115, St. Augustine, FL, 32092
Phone: (904) 810-2231 Website: www.thefirstteenorthflorida.org

Section 7: Proposed Plan for Exchanged Lands and County Benefits

Description of Proposed Use of Exchanged Land and County Benefits:

McGarvey Residential Communities feels strongly that single family houses built on single family lots is the most compatible and best use of the exchanged land. Very few homeowners want multifamily built next to, or in close proximity to them. We anticipate that the size of the lots, width and depth, will vary according to the constraints (golf course boundaries, wetland lines, etc.) of the various parcels.

The benefits to the county are significant:

*On the exchanged land, we estimate that property tax assessments on the new houses will occur in a range of \$ 50 million to \$75 million. The assessments on the existing houses, due to the new golf course, parks and clubhouse renovation, will increase also.

*Drainage should be improved by the orderly development of the exchanged land.

*Connectivity. We have designed into the new roadway/ single family lot plan a connector road to the Parish land parcel. It is adjacent and to the east of the exchanged land. This future second roadway out of the Cypress Lakes community will be a safety and traffic benefit as the Parish land is developed.

Proposed Public Improvements on Exchanged Land:

*In Plan #1, we are offering to pay for ½ of the cost of a traffic light at the intersection of SR 207 and Cypress Links Blvd. Sharing the cost of this traffic signal with (ultimately) the proposed development to the north side of 207 is a safety issue for all.

*In both Plan #1 and #2, two new parks will be built on exchanged land and dedicated to the public. Amenities at the parks include a multi-purpose field, community garden area, pickle ball courts, and children's playground, as described in Section 6.

In both cases above, the new streets, utilities, and drainage to be constructed on exchanged land will be constructed to county standards and will be dedicated to the county as a public improvement.

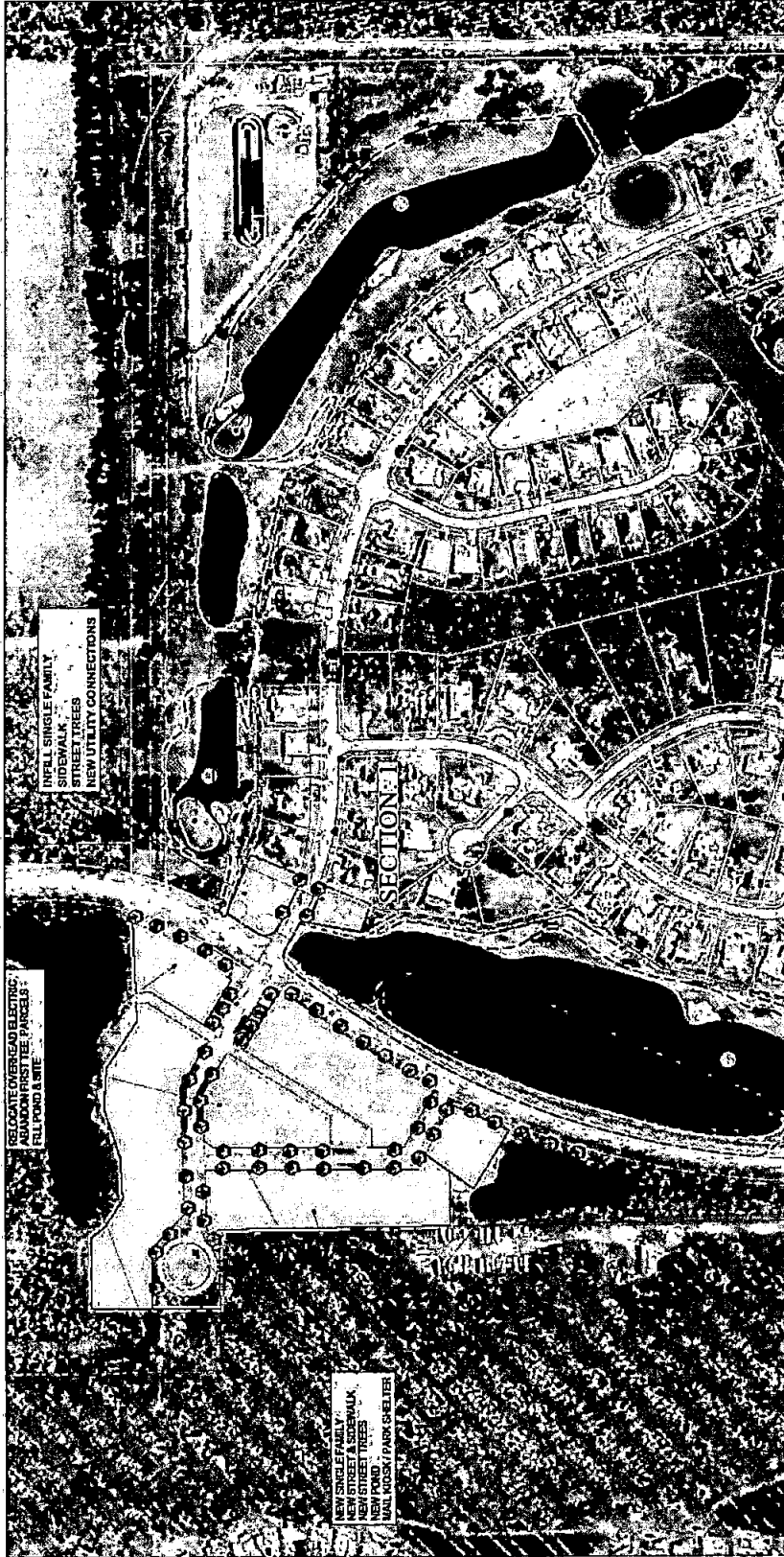
Proposed Value of Public Improvements

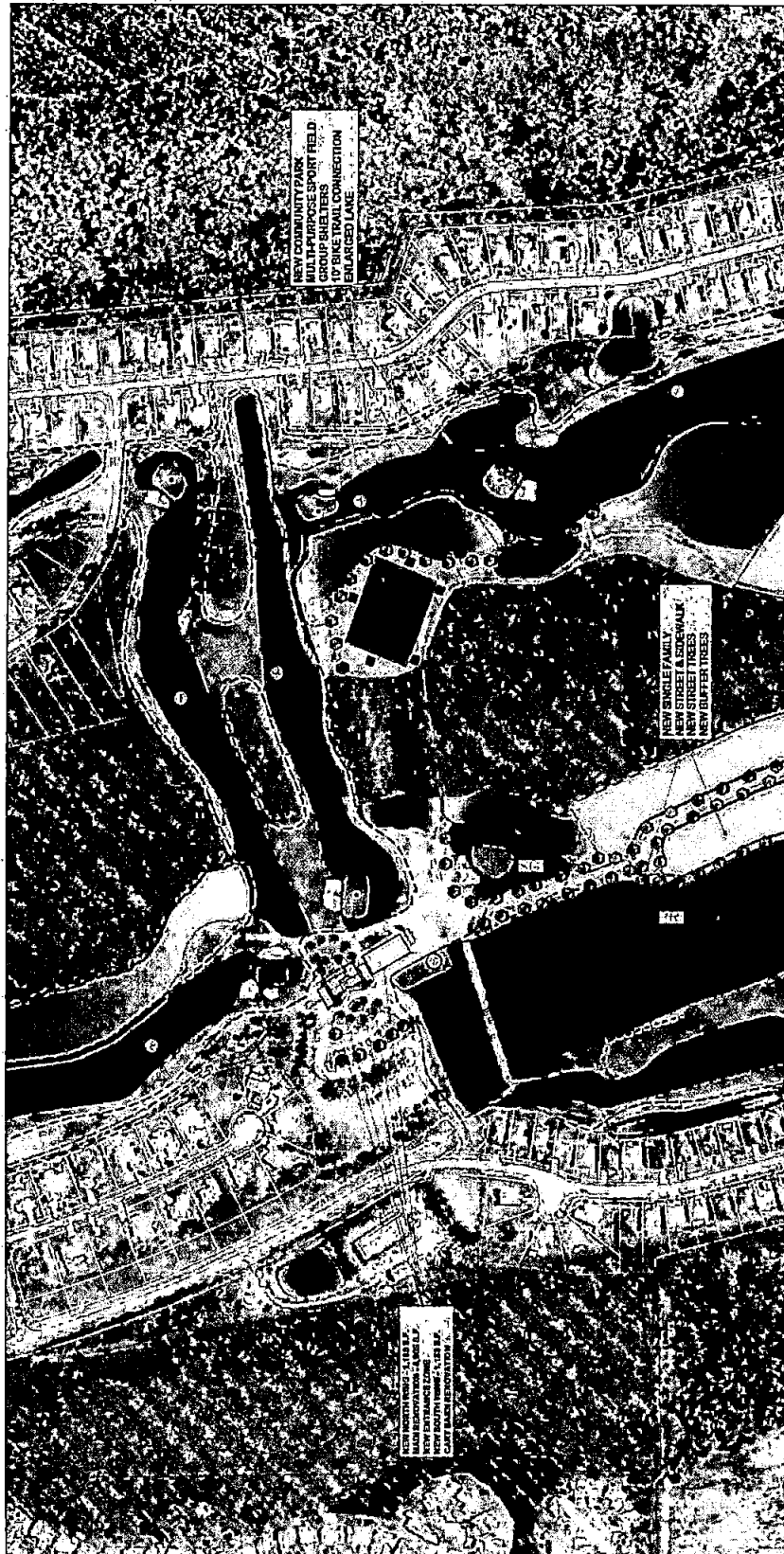
The proposed value of the improvements above is approximately \$425,000.00 or \$175,000.00 depending on Plan #1 or Plan #2.

The value of the streets, utilities and drainage referenced above will be approximately \$6,500,000.

Maps of Proposed Public Improvements



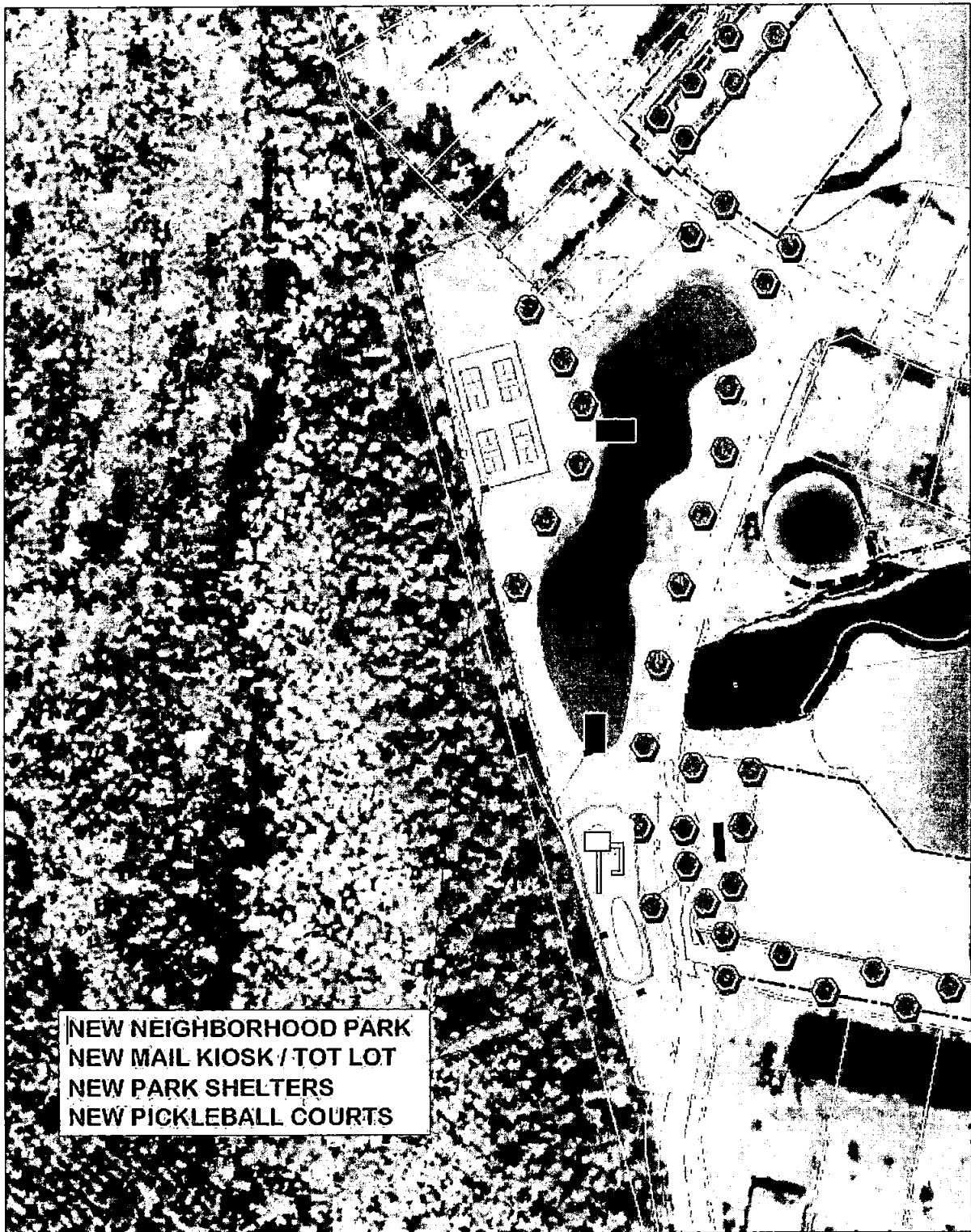




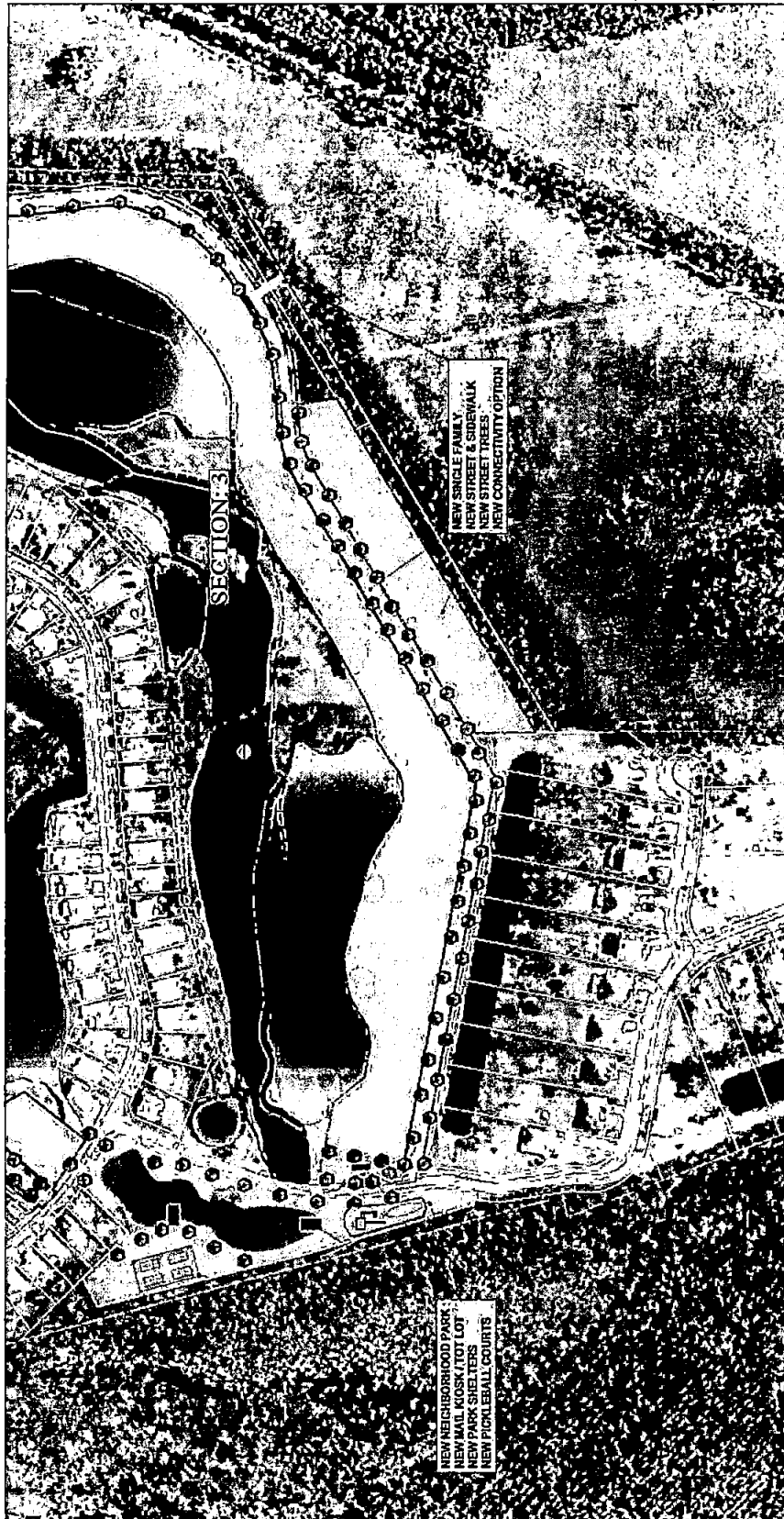
NEW COMMUNITY PARK
MULTI-PURPOSE SPORT FIELD
GROUP SHELTERS
PICNIC AREA
ENLARGED LAKE

NEW SINGLE FAMILY
NEW STREET & SIDEWALK
NEW STREET TREES
NEW BUFFER TREES

NEW STREET TREES
NEW SIDEWALK
NEW STREET



NEW NEIGHBORHOOD PARK
NEW MAIL KIOSK / TOT LOT
NEW PARK SHELTERS
NEW PICKLEBALL COURTS





NEW COMMUNITY PARK
MULTI-PURPOSE SPORT FIELD
GROUP SHELTERS
10' BIKE TRAIL CONNECTION
ENLARGED LAKE

NEW SINGLE FAMILY
NEW STREET & SIDEWALK
NEW STREET TREES
NEW BUFFER TREES



Section 8: Administrative Information

Proof of Insurance



November 29, 2018

Neighborhood Realty Inc
1102 A1A N
Ponte Vedra Beach, FL 32082-4098

RE: General Liability
Policy #78292756

To Whom it May Concern:

Please be advised that our insured, Neighborhood Realty Inc., above, has a General Liability Policy with our Agency. The limits of coverage are shown in the enclosed Certificate of Liability Insurance.

Herbie Wiles Insurance Agency is able to provide an Umbrella Policy Quotation with \$1,000,000 Limit of Liability and Automobile Liability Insurance Quotation with \$2,000,000 Limit of Liability.

The insured, Neighborhood Realty Inc is eligible to obtain quotes of coverage for these limits.

Sincerely,

A handwritten signature in cursive script that reads 'Brittany Good'.

Brittany Good
Account Manager
Enclosure

400 N. Ponce de Leon Blvd. • St. Augustine, FL 32084-3587
904-829-2201 • fax 904-829-2020 • 800-997-1961
www.herbiewiles.com

The House That Trust Built



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|--|
| PRODUCER Herble Wiles Insurance Inc. A Division of FRP 400 N Ponce de Leon Blvd St Augustine FL 32084-3067 | | CONTACT NAME: Operations Center PHONE (A/C No, Ext): (904) 829-2201 FAX (A/C, No): (904) 829-2020 E-MAIL ADDRESS: | |
| INSURED Neighborhood Realty Inc 1102 A1A N Ponte Vedra Beach FL 32082-4098 | | INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance NAIC # 10190 INSURER B: INSURER C: INSURER D: INSURER E: | |

COVERAGES CERTIFICATE NUMBER: 18-19 Liability V1.0 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | 78292756 | 08/01/2018 | 08/01/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | 78292756 | 08/01/2018 | 08/01/2019 | COMBINED SINGLE LIMIT (Ea accidnt) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|--|
| CERTIFICATE HOLDER St Johns County, FL 500 San Sebastian View St. Augustine FL 32084 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>B. Good</i> |
|--|--|

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WESTFIELD™

July 20, 2018

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

RE: MacCurrach Golf Construction, Inc.

To Whom It May Concern:

Ohio Farmers Insurance Company serves as surety for MacCurrach Golf Construction, Inc. During our twenty three year relationship we have issued numerous bonds for this fine firm. Single projects up to \$10,000,000 and an aggregate program of \$20,000,000 are routine parameters for this quality contractor.

We consider MacCurrach Golf Construction, Inc. to be a highly-qualified construction firm and valued surety client. These limits and any specific approval would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by our client.

Ohio Farmers Insurance Company has an A.M. Best rating of "A" XV and a U.S. Treasury Listing of \$233,551,000 as of 7/1/18. Feel free to call 904-661-4708 if you have any questions or need any additional information.

Sincerely,

Daniel J. Sheehan
Regional Bond Manager

10245 Centurion Pkwy N, Ste 104 | Jacksonville, FL 32256
westfieldinsurance.com | 800.331.8208



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER USI Insurance Services National, Inc. 4601 Touchton Road, #3210 Jacksonville, FL 32246 (904)450-4713 | CONTACT NAME: Patti Murphy PHONE (A/C, No, Ext): (904)450-4713 FAX (A/C, No): E-MAIL ADDRESS: patti.murphy@usi.com | | | | | | | | | | | | | | | | | | | | |
|--|--|-------------------------------|--|--------|------------|-----------------------------|-------|------------|--|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|
| | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Westfield Insurance Company</td> <td>24112</td> </tr> <tr> <td>INSURER B:</td> <td>Bridgfield Employers Insurance Company</td> <td>10701</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Westfield Insurance Company | 24112 | INSURER B: | Bridgfield Employers Insurance Company | 10701 | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Westfield Insurance Company | 24112 | | | | | | | | | | | | | | | | | | | |
| INSURER B: | Bridgfield Employers Insurance Company | 10701 | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | |
| INSURED MacCurrach Golf Construction, Inc. 3501 Faye Road Jacksonville FL 32226 | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 13895037 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | TRA4222033 | 03/01/18 | 03/01/19 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> PIP | | TRA4222033 | 03/01/18 | 03/01/19 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 10,000 \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | TRA4222033 | 03/01/18 | 03/01/19 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N N/A | 830-56158 | 03/01/18 | 03/01/19 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

| | |
|--|--|
| CERTIFICATE HOLDER St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

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ACORD 25 (2016/03)

Drug-Free Workplace Form

REQUEST FOR PROPOSALS (RFP) NO: 19-22 LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB

St. Johns County Board of County Commissioners DRUG-FREE WORKPLACE FORM

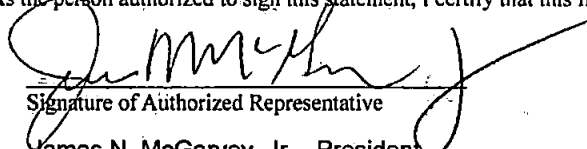
The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Neighborhood Realty, Inc. / McGarvey Residential Communities does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services 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 contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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


Signature of Authorized Representative

James N. McGarvey, Jr. - President

Printed Name & Title

December 6, 2018

Date

Neighborhood Realty, Inc.

Full Legal Company Name

RFP Affidavit

REQUEST FOR PROPOSALS (RFP) NO: 19-22
LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF St. Johns. Before me, the undersigned authority, personally appeared James N. McGarvey, Jr. who, being duly sworn, deposes and says he is President of Neighborhood Realty, Inc./ McGarvey Residential Communities the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 19-22 Land Exchange for St. Johns Golf Club Renovation.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

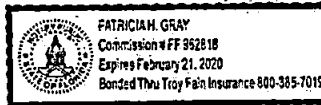
James N. McGarvey Jr
(Proposer)
By [Signature]
President
(Title)

STATE OF Florida)

COUNTY OF St. Johns)

Subscribed and sworn to before me this 28 day of November 2018, by James N. McGarvey, Jr. who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Patricia H. Gray
Notary Public
Patricia H. Gray
My commission expires:
2-21-2020



RESPONDENTS MUST EXECUTE AND SUBMIT THIS AFFIDAVIT WITH PROPOSAL. FAILURE TO SUBMIT THIS AFFIDAVIT WITH PROPOSAL SHALL BE GROUNDS FOR DISQUALIFICATION.

RFP Affidavit of Solvency

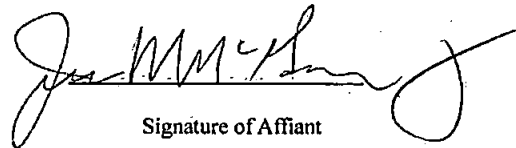
REQUEST FOR PROPOSALS (RFP) NO: 19-22
LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Neighborhood Realty, Inc., being of lawful age and being duly sworn I, James N. McGarvey, Jr., as President (ex.CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 6 day of December, 2018.

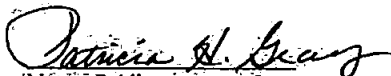


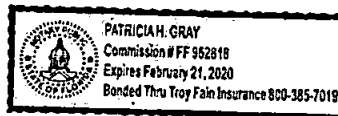
Signature of Affiant

STATE OF Florida

COUNTY OF St. Johns

Subscribed and sworn to before me this 6 day of December, 2018, by James N. McGarvey, Jr. who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.


Notary Public
Patricia H. Gray
My commission expires:
2-21-2020



Conflict of Interest Disclosure Form

REQUEST FOR PROPOSALS (RFP) NO: 19-22
LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB

St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

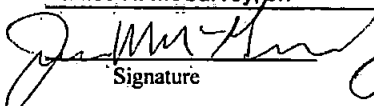
It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

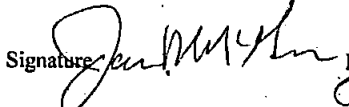
Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: James N. McGarvey, Jr.

Authorized Representative(s):

 James N. McGarvey, Jr. - President
Signature Print Name/Title

 JAMES N. MCGARVEY JR
Signature Print Name/Title
Neighborhood Realty, Inc.
Full Legal Company Name
President

Addendum #1



St. Johns County Board of County Commissioners

Purchasing Division

November 26, 2018

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFP No. 19-22, Land Exchange for Renovation of Golf Course at St. Johns Golf Club

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Questions:

1. Is there as-builts, soils, topographic, environmental, drainage calculations available for the golf course and developer residential lands? Also will there be an opportunity for the successful bidder to investigate the property in more detail to conduct any environmental, geotechnical and other testing that may be required to ensure the land being developed and acquired is usable?

Answer: There is a topographic survey available on the FTP site the drainage infrastructure is detailed and located on the FTP site. There will be time for the most qualified and selected respondent to perform their due diligence on the property and this will be a part of the final negotiations.

2. After reading the specifications in the proposal it looks as though the consultant only included Toro brand products. We needed to see what it will take to get an as equal added into the specification so Rain Bird Golf can be considered. Rain Bird Golf is installed in some of the most prestigious courses in the world including names such as Pebble Beach and Arnold Palmers Bay Hill Club and Lodge.

Answer: The respondents can submit Rain Bird Golf products in their proposal. The County adds "or equivalent" to the Irrigation System.

3. Can I please get a copy of as-builts drawings for St. Johns Golf Club off of SR 207? Also do you know what the infrastructure is like and if it could handle up to additional 300 residential units?

Answer: All as-builts (in CAD) from Cypress Lakes on the Utility Department's FTP site. There were 5 phases in the development. <http://ftpboecc.sjcfl.us/Outgoing/Cypress%20Lakes%20As-builts/>

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151

www.sjcfl.us

Please see attachment of the SJCUD Water & Sewer Availability Memo dated 1/12/18.

4. I wanted to see if the survey of the property had been uploaded to the .ftp or if it was available anywhere?

Answer: The only survey the county has available for the Golf Course can be found on the following Survey ftp site at <ftp://ftp.anon.sjcfi.us/survey/SJC%20Golf%20Course/>

5. Has St. Johns River Water Managements District delineated the wetland lines adjacent to the Excess Land areas? Please show them on a survey. What are the buffer requirements I the permit?

Answer: After searching the SJRWMD website, The County did not find a wetland delineation for the "excess land". Upland buffer requirements are 25 foot upland buffer and a 25 foot building setback to the upland buffer adjacent to all contiguous wetlands.

6. There are conservation easements on the property. Are all the conservation easements recorded? If so, please provide copies or the recording info. There is one conservation easement recorded as shown on the attached documents.

Answer: There is one recorded conservation easement. See attachment names Conservation Easement and Conservation Easement Map.

7. Who is responsible for the maintenance of the lakes now? After reshaping and adjusting the lakes, will the current responsible party continue to be responsible? Will they allow the lakes to be modified as planned?

Answer: The maintenance of the lakes varies throughout the course depending on the ownership of the lake and surrounding property. The Lake Doctors Inc. maintains the Golf Course ponds # 2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #16, #17, #18 and #19. All of the lakes in County ownership has the ability to be modified and the ultimate ownership and maintenance of the lakes will be determined as part of the proposal and final negotiations.

8. After filling/adjusting lakes for the renovation, and losing 9 golf holes (which may have served as retention/detention when the original permits were issued and then modified) is retention/detention enough to accommodate the new lot drainage requirements? Did Larsen take this into consideration?

Answer: This will be determined through the permitting based on the proposed residential development. All permitting and drainage is subject to appropriate permitting and this was taken into consideration in the final design of the 18 hole golf course and the proposed residential development. Nothing is finalized until the permits have been acquired.

9. Will County provide permission for development dirt work to go on while the golf course is being redeveloped? See # 4 above also.

Answer: This is possible and a final determination would be made during the negotiation process. The ultimate goal is to construct the golf course as efficiently as possible and minimize the negative impact to the existing residents for any construction that occurs within the existing community.

10. Are proposers who are in lawsuits, or their companies in lawsuits with this or another county eligible? i.e. Bill Schroder.

Answer: To the extent that a proposer is not currently subjected to a period of suspension or debarment by St. Johns County, the proposer is eligible for consideration. Please note that a complete litigation history is also required.

11. Does the RFP ask for a Bond Letter for golf course construction or the golf course construction and development?

Answer: Golf course construction

12. Litigation History – Most developers work in numerous companies; typically a different company for each business or project. We suggest that Litigation History should apply to all Principals of the applicant and all of the companies that the Principals are involved with (owner, shareholder, officer/director, guarantor, etc.) at the date of submission. Please clarify.

Answer: The proposer(s) should provide a complete litigation history.

13. Section 6: Project Proposal: Related to construction management (1) Who is the construction manager; County or Larsen? (2) Is this "Construction Inspection" by Larsen or construction site management by either Larsen or County? In either case, what are his responsibilities? How much time would he estimate? What would his typical hourly, or unit rate be?

Answer: Larsen Golf is on a continuing contract for services with SJC, however there has been no task order issued at this point for Construction Management. Ultimately the Construction Services Department will have the final approval of any and all construction associated with the public facilities. There have been no hourly rates or unit rates discussed for any services at this point. This would be a part of the final negotiations.

14. The Insurance – Please clarify that the insurance requirements apply to the Golf Course contractor, and not the Respondent/developer. Particularly in terms of bondability and builders risk insurance.

Answer: Both the contractor and developer must meet all insurance requirements listed. The Builder's Risk applies to the contractor doing the work, but the developer is required to ensure they meet the terms of the contract and provide the County with proof of insurance.

15. Does the new design meet the Parks and Recreation CDC requirements?

Answer: Any proposed residential development will be reviewed against the Land Development Code standards, including those for active recreation within Planned Developments. Golf Courses do not qualify as active recreation, but related facilities such as clubhouses may be considered toward the requirement.

16. Is this land within 5 miles of a Fire Station with capacity to serve this development? If not, will the County impose impact fees of one sort or another on the new development?

Answer: This project is not within 5 road miles of an existing fire station which would assign the property an Insurance Services Office (ISO) rating of Class 10.

ISO's Public Protection Classification (PPC) information plays an important part in the decisions many insurers make affecting the underwriting and pricing of property insurance. ISO analyzes the relevant data and assigns a PPC- grading from 1 (lowest risk) to 10 (highest risk). A higher ISO rating could mean higher homeowner insurance. This information is provided for the consideration of future homeowners. It is important to note, St. Johns County Fire Rescue can and will respond to all properties within the County regardless of the ISO rating.

St. Johns County does assess fire impact fees.

17. Within 2 miles radius of the site, are there any traffic deficiencies, etc. That would impact the development of 200-300 units?

Answer: Residential developments are assessed based on a 4-mile radius; therefore, within a four mile radius of the site there are 3 deficient links and 5 critical, including the directly accessed segment.

The directly accessed segment is Link 107.3 – SR 207 from Cypress Links Blvd. to SR 9 (I-95). Link 107.3 is currently operating at 90.1% peak hour service volume utilized.

Deficient links:

Link 54.1 (CR 5A (Old Moultrie Rd) from Kings Estate Road to Lewis Point Road)
Link 59.1 (Kings Estate Road from CR 5A to Dobbs Road)
Link 130 (SR 9 (I-95) from SR 207 to SR 16)

Critical links:

Link 108 (SR 207 from SR 9 (I-95) to Wildwood Dr)
Link 117.2 (SR 5 (US 1) from Shores Blvd. S to Wildwood Dr.)
Link 118 (SR 5 (US 1) from Wildwood Dr. to CR 5A)
Link 128 (SR 9 (I-95) from SR 5(US1) to SR 206)

At this time, staff does not have adequate information to provide a cost estimate of mitigation. Any potential impacts would need to be mitigated at the time of development review.

18. Any Archeology, environmental issues? Has a study been done?

Answer: Due to environmental factors and information gathered from existing cultural resource surveys, the project area retains a low probability for the occurrence of archaeological resources. Archaeological review is complete. However, in the event that unexpected archaeological resources are encountered during ground disturbing activities, all work shall halt and the St. Johns County Environmental Division, Cultural Resources office contacted immediately.

For a development application an applicant would be required to provide documentation that a qualified scientist has assessed the site for the presence or potential occurrence of listed species and submit a map that identifies and locates any listed species and associated essential habitat currently or previously documented to exist within project boundaries. Further, the documentation should discuss the methodology as well as the findings of this assessment. (Section 4.01.08, Land Development Code). No such survey has been completed.

Additionally, an applicant would be required to provide a wetland resource map depicting all wetland areas within the development areas for these proposed improvements to Cypress Lakes. Include a determination of the wetland designations as either isolated or contiguous and label them accordingly on any future plans. St. Johns River Water Management District conservation easements as well as any proposed wetland impacts also need to be depicted. Please distinguish between any wetlands and upland buffers areas within the District easements. A 25' upland buffer would be required between any contiguous Jurisdictional wetlands and upland development areas. A 25' building setback is required from the upland buffers adjacent to contiguous wetlands unless the upland buffer is outside of the platted lots (setback reduced to 10'). Please provide any State permitting for review for any proposed wetland impact areas. Section 4.01.06, Land Development Code, DRM 13.05.C. The applicant would also be required to provide a FLUCCS (Florida Land Use and Cover Classification System) map for review. St. Johns County Development Review Manual 13.03.A.5.B.

Development Plans shall be designed to conform to and take advantage of topographic and other natural features of the land, including the conservation of existing Trees.
a. Provide a site plan identifying all protected trees (8" or greater) within the proposed area to be developed. This plan needs to show trees to remain and those proposed for removal with a site plan of the development overlaid on the required tree information.

- b. Any protected tree subject to 6" or more of grade change is considered removed.
- c. Trees within wetlands are not to be included in calculations to meet minimum tree inches and wetland acreage is not to be included in acreage calculations for landscape purposes.
- d. Protected trees removed must be addressed on an inch for inch basis.
- e. A minimum of 80" of trees per acre is required for the infrastructure areas and 40" of trees per acre for the lot area.
- f. A tree mitigation plan shall be submitted which identifies how tree mitigation requirements will be met and include a calculation of mitigation inches required and mitigation inches provided.

19. Has a Migratory Bird Assessment been done? Any other environmental comments?

Answer: Please see answers to #18 above. No surveys or assessments have been completed.

20. Put the complete survey on the FTP site, including wetlands lines, buffers, conservation easements, etc.

Answer: There is a topographic survey available on the FTP site the drainage infrastructure is detailed and located on the FTP site. The only survey the county has available for the Golf Course can be found on the following Survey ftp site at <ftp://ftpanon.sjcfi.us/survey/SJC%20Golf%20Course/> There is one recorded conservation easement. See attachment names Conservation Easement and Conservation Easement Map.

21. School concurrency?. Is there capacity in elementary, middle, and high schools? Any schools in the area under construction or planned? Concurrency costs?

Answer: The parcel under review is located in the Pedro Menendez Concurrency Service Area. Historically, there has been insufficient capacity at all levels within the service area. Any further questions regarding school concurrency and/or information relating to construction of new schools would need to be addressed by the school district. School concurrency would be the responsibility of the proposer working directly with the St. Johns County School District.

22. Is the golf course architect or the County going to be responsible for shifting the golf course into safety zones MSE's for existing lots, and is he going to be responsible for the lots that are potentially planned within MSE's. There is a clear standard of liability. See attached.

Answer: The proposal can include any revisions that the applicant's feel are appropriate for their project. All appropriate safety standards for the project will be ensured prior to any approvals of construction.

22. In the section, the RFP is requesting a letter of bonding capability by the respondents surety. The golf course contractor will provide a letter of bonding capacity for the full amount of the golf course renovation. The golf course contractor will be a sub-contractor of ours as the respondent, we have never as a developer had to bond any project in the past 4 decades. So, is the County requesting a bonding letter from, us as the developer, for the exchanged land? If so, will a letter from our several banking partners suffice to say that we have the financial capability to complete this project?

Answer: Yes, the contractor and/or developer must provide a letter of bonding capability for the completion of the golf course.

23. Do you/SJC have a desired form for an affidavit of confidentiality, which we'll want to submit with our financial statement? If so, can you please send it to us or let me know where I can find it? Or should we just mark our financial statements as confidential to keep them from public record?

Answer: There is no pre-approved affidavit or confidentiality form. All information, including financial information, submitted to the County in response to the RFP is subject to the Florida

Public Records Law (Chapter 119) as well as other applicable provisions that govern the disclosure of public records. Accordingly, whether or not such information is confidential and/or exempt from public disclosure is provided by Florida law.

24. Additional, can you confirm that the Land Exchange for Renovation for Golf Course at St. Johns County Golf Club (attached) is RFP 19-22? There are several conflicting RFP #'s in the affidavit forms (ex. The Affidavit is RFP 19-92).

Answer: The correct RFP # is 19-22. Attached are the corrected forms.

25. Are the club house plans and as-builts available anywhere? That would be a huge help in planning renovations.

Answer: These documents can be made available through the St. Johns County Facilities Management Division.

26. There are two defect specifications shown for Golf Greens Construction – USGA and California Methods. Which one is to be priced/does SJC want done?

Answer: USGA is the only pricing that should be provided.

27. Is the clearing just eradication of turf and no tree or underbrush clearing? Please clarify in detail.

Answer: Primarily the clearing is the eradication of turf there is minimal under brushing. Please see the attached construction documents for detail and all applicants are welcome to visit the course it is open to the public throughout the process.

28. How is existing grass that is to be eradicated to be handled? Will it be disked, rototilled or what method?

Answer: St. Johns County Golf Course maintenance staff will handle the spraying/eradicating of the grass.

29. How is grass to be eradicated? Typically done by greens superintendent because has all chemical sprat licenses. Will this be an owners responsibility? Please explain.

Answer: Please see answer to question #28

30. Item D, erosion/Dust Control: Does not mention any information concerning erosion control. Is it just silt fence? If so how many lineal feet?

Answer: Please use the RFP Construction Documents to determine the linear feet of erosion control necessary.

31. Line Item E, Earth Moving: there is no information on items 2 through 56. What is haul distance and generally where will fill be placed?

Answer: This will be determined depending on the final proposal that has been accepted and finalized during negotiations.

32. Line Item F, Topsoil: Please explain or do we disregard?

Answer: Please see answer to question # 31.

33. Line Item G, Lake Construction: There is no information given. Please explain in as much detail as possible.

Answer: Please see answer to question # 31.

34. Major drainage no info given. Do we disregard because there is no estimated price?

Answer: Please see answer to question # 31.

35. Line Item K, Bridges. No information given although there is an estimated cost. Please explain and give detail.

Answer: The estimated cost is based on the repair/replacement of current structure however alternatives can be considered as part of the proposal.

36. Landscaping: No cost is estimated. Will this be performed by St. Johns County?

Answer: Please see answer to question # 31.

37. What do we do in the areas outside the grassing of 75 acres but inside the disturbance area?

Answer: It is recommended to leave the area outside of the 75 acres of grassing in their current state and if they are disturbed to return them to their current state prior to construction. Alternative solutions can be considered as part of your proposal.

38. What method of greens construction: USGA or California?

Answer: USGA

39. The RFP references license and certification must be provided on page 9, section 3. Does this mean you'll require hard copy licenses or will license numbers suffice?

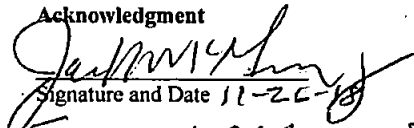
Answer: Please submit hard copies of all licenses and certifications.

Attachments:

**SJCUD Water & Sewer Availability Memo dated 1/12/18
Conservation Easement
Conservation Easement Map
Part VIII – Attachments/Forms**

THE RFP DUE DATE REMAINS December 6, 2018 AT 4:00 P.M.

Acknowledgment



Signature and Date 11-26-18

**James N. McGarvey Jr.
Printed Name/Title President
Neighborhood Realty Inc.
McGarvey Residential Communities
Company Name (Print)**

Sincerely,

**Leigh A. Daniels, CPPB
Procurement Supervisor**

END OF ADDENDUM NO. 1

Addendum #2



St. Johns County Board of County Commissioners

Purchasing Division

November 27, 2018

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFP No. 19-22, Land Exchange for Renovation of Golf Course at St. Johns Golf Club

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Questions:

1. Is the County under contract with Larsen for construction observation of the golf course? If so, what is the balance left in his contract?

Answer: Larsen is currently a contractor of the County, however there is no balance and there is no task order currently issued for his services.

2. How much latitude is there to make adjustments to the Larsen golf construction plans?

Answer: The amount of modifications to the plan and the subsequent cost and changes will be evaluated per the guidelines of the RFP.

3. Is the irrigation consultant a separate contract with the county or is this part of Larsen contract? What is the balance on this contract?

Answer: The irrigation consultant was part of Larsen Golf Phase III creation of construction documents and they are not a contractor with St. Johns County and therefore there is no balance to provide.

4. What permits will be required from the County to start construction on the golf course portion of the project? Is all of the proposed Larsen work already permitted through the County?

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151

www.sjcf.us

Answer: Commercial construction plan review would be required to accommodate the redesign of the course. No permits have been obtained.

5. When does ownership of the land swap take place? Will the County be the Owner/applicant on all permit applications that will be required to secure entitlements to develop this land?

Answer: This will be determined by the appropriate County staff through negotiations.

6. Will the County be the owner/applicant on permit applications for the golf course work that need to be secured through SJRWMD?

Answer: The County will be the owner/applicant on permits for the Golf Course construction.

7. What does the county intend to do with existing golf course staff during the renovation period when the course is closed? Will any of the facilities remain open (bar, restaurant) during the course closure

Answer: Golf course maintenance will remain open during construction to make sure edges of the property are maintained and total supervision is being held. (i.e. Golf course superintendent, Assistant superintendent, and equipment mechanic). The closing of the facilities will be determined once a plan is awarded.

8. Are the grow-in cost (post construction) for the golf course prior to reopening to be included in our business model or will that be a County responsibility?

Answer: Grow-in cost is up to the county to pay. Pre-plant material (i.e. fertilizer, soil amendments, etc.) and application is up to the developer to pay for and be applied by direction of golf course superintendent.

9. What staff people are on the evaluation committee? What non-staff people are on the evaluation committee?

Answer: The evaluation committee is made up of County staff from the Golf Course, Utility Department, Economic Development, Land Management. Non-Staff members are from the PGA tour, a resident of Cypress Lakes and a retire government employee. The committee is subject to change. Please remember that the County is currently under a "Blackout Period" and you cannot contract any staff regarding this RFP process unless it is a Purchasing staff member.

10. Should change orders be required during the golf course construction process, who shall have the authority to approve or deny requests?

Answer: The County will review all changes to the golf course plan. Any change orders for the Golf Course construction will be the responsibility of the applicant.

11. Should be assumed that all costs associated with the closing and transfer of land will be the expense of the submitter?

Answer: Correct, however it may be part of the negotiation process.

12. As a component of the staff's presentation to the Board of County Commissioners on January 16, 2018, the Comprehensive Land Use Plan section of the presentation states that a Pre-Application meeting was held with the DRC. Can the County provide more details on the submittal that was made and the comments provided from staff beyond those included in the presentation?

Answer: The information from the BCC meeting is located at this site:
ftp://ftp.annon.sicfl.us/gis/upload/GIS/SJC_Golfcourse/PREAPP%202017%2091/

13. Would the county consider extending the deadline for submittal to December 13 due to the Thanksgiving holiday and the amount of detail required to respond?

Answer: No, the due date remains December 6, 2018 at 4:00 PM.

Clarifications:

All as-builts (in CAD) from Cypress Lakes on the Utility Department's FTP site. There were 5 phases in the development can be found at the following ftp site: <ftp://ftp.annon.sicfl.us/ftputility11>

THE RFP DUE DATE REMAINS December 6, 2018 AT 4:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

11/28-18

Leigh A. Daniels, CPPB
Procurement Supervisor

James A.M. McGarvey Jr.

Printed Name/Title

President

Neighborhood Ready Inc.

Company Name (Print)

McGarvey Residential Communities

END OF ADDENDUM NO. 2

Addendum #3



St. Johns County Board of County Commissioners

Purchasing Division

November 27, 2018

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFP No. 19-22, Land Exchange for Renovation of Golf Course at St. Johns Golf Club

This Addendum #3 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Clarifications:

The pdf drawings of the golf course and clubhouse can be located at the following ftp site:
ftp://ftp.anon.sjcf1.us/gis/upload/GIS/SJC_Golfcourse/

THE RFP DUE DATE REMAINS December 6, 2018 AT 4:00 P.M.

Acknowledgment

Sincerely,

James N. McGarvey Jr. 11-28-18
Signature and Date

Leigh A. Daniels, CPPB
Procurement Supervisor

James N. McGarvey Jr
Printed Name/Title President

Neighborhood Realty Inc / McGarvey Residential Communities
Company Name (Print)

END OF ADDENDUM NO. 3

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151

www.sjcf1.us

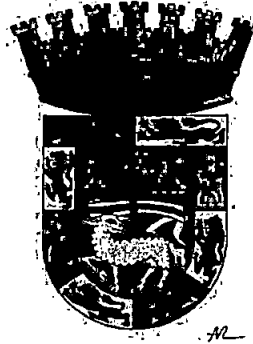
Contact Information

Neighborhood REALTY, INC.

McGarvey

RESIDENTIAL COMMUNITIES

| | |
|--|---|
| <p>James N. McGarvey Jr. President, Neighborhood Realty, Inc. 1102 A1A North, Suite 102 Ponte Vedra Beach, FL 32082 jay@mcgarveycommunities.com Office: 904-247-9160 Mobile: 904-509-9062</p> | <p>Sean McGarvey Neighborhood Realty, Inc. 1102 A1A North, Suite 102 Ponte Vedra Beach, FL 32082 sean@mcgarveycommunities.com Office: 904-247-9160 Mobile: 904-316-1845</p> |
|--|---|



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

RFP NO: 19-22

Request for Proposals

**Land Exchange for Renovation of Golf Course
at St. Johns Golf Club**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/index.aspx**

Final: 11/5/2018

**RFP NO: 19-22; LAND EXCHANGE FOR RENOVATION OF GOLF COURSE
AT ST. JOHNS GOLF CLUB**

TABLE OF CONTENTS

- I. ADVERTISEMENT**
- II. INTRODUCTION**
- III. SCOPE OF SERVICES**
- IV. REQUEST FOR PROPOSALS SUBMITTAL INSTRUCTIONS & FORMAT**
- V. EVALUATION AND AWARD**
- VI. CONTRACT REQUIREMENTS**
- VII. FORMS & ATTACHMENTS**
- VIII. EXHIBITS – (Separate Attachments)**

ST. JOHNS COUNTY, FL – ADVERTISEMENT

RFP NO: 19-22; LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 19-22 – Land Exchange for St. Johns Golf Club Renovation**. Interested and qualified respondents may submit Proposals, according to the requirements described herein, to the St. Johns County Purchasing Department (SJC Purchasing). **All Proposals are due by or before 4:00PM (EST) on December 6, 2018.** Any Proposals delivered to or received by SJC Purchasing after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is soliciting proposals from qualified and experienced firms for the renovation of the St. Johns Golf Club (“SJGC”), located at 4900 Cypress Links Blvd, Elkton, FL 32033. The work shall include, but is not limited to, renovation of the 18-hole golf course, club house, and other service facilities located on the SJGC premises. As more specifically described in the Scope of Work, completion of golf course renovations shall be in accordance with the County’s Golf Course Master Plan and all drawings, plans, and specifications found on ftp://ftpanon.sjcfl.us/gis/upload/GIS/SJC_Golfcourse/ and incorporated by reference herein. As compensation for the completion of the Scope of Work, the county will exchange approximately eighty (80) acres of vacant land, adjacent to the SJGC. The approximate 80 acres is generally depicted on the file names “Exhibit A Excess Land” and can be found on ftp://ftpanon.sjcfl.us/gis/upload/GIS/SJC_Golfcourse/ incorporated by reference herein. It is expressly noted that any development or proposed development of the vacant land is not included in this Request for Proposals.

RFP Packages are available for downloading from Onvia DemandStar, Inc., at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document #19-22. Vendors registered with DemandStar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

A Non-Mandatory Pre-Proposal Meeting will be held on Wednesday, November 14, 2018 at 9:30am at the St. Johns Golf Club, located at 4900 Cypress Links Blvd, Elkton, FL 32033. Attendance at this meeting is not required for Respondents to be considered for award, but is recommended.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** by or before close of business (4:00PM) on Monday, November 26, 2018 to the Designated Point of Contact provided below:

Designated Point of Contact: Leigh Daniels, CPPB
Procurement Supervisor
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: ldaniels@sjcfl.us
Fax: (904) 209-0154

Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 “Procedures Concerning Lobbying”. According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Travis Hembree, Procurement Coordinator, at thembree@sjcfl.us.

Proposals **MUST** be submitted in a **SEALED** envelope or container and clearly marked on the exterior of the package: **RFP 19-22 – Land Exchange for St. Johns Golf Club Renovation**. Each submitted package must have the respondent’s name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original hard copy proposal , and one (1) exact PDF Copy of the submitted proposal on a USB Drive, which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

Deliver or Ship RFP Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Any bidder, Proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or Request for Proposals, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual.

All of the terms and conditions of the St. Johns County Purchasing Policy and Procedure Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Proposer that best serves the interests of St. Johns County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FL
HUNTER S. CONRAD, CLERK

BY: _____
DEPUTY CLERK

RFP NO: 19-22; LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB

PART II: INTRODUCTION

A. PURPOSE:

St. Johns County Purchasing Department is accepting sealed Proposals from interested, qualified and experienced firms, to complete, at a minimum, the renovation of the golf course at the St. Johns Golf Club located at 4900 Cypress Links Blvd, Elkton, FL 32033. In exchange for the complete renovation of the golf course, along with any additional, proposed improvements to the golf club facility, the County is offering approximately eighty (80) acres of excess land that has been removed from the golf course design in exchange for said renovations and improvements as allowed by St. Johns County Ordinance 2011-17. The value of the excess land shall be based on two (2) independent appraisal reports prepared by appraisers with an MAI designation. Development of the excess land is not part of this RFP.

B. TENTATIVE SCHEDULE OF EVENTS:

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent award of contract(s). This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

| | |
|--|-------------------|
| Advertisement of Request for Proposals | November 7, 2018 |
| Pre-Proposal Meeting | November 14, 2018 |
| Deadline for Questions | November 26, 2018 |
| Issuance of Final Addendum | November 29, 2018 |
| Proposal Submission Deadline | December 6, 2018 |
| Evaluation of Submitted RFP Packages | December 20, 2018 |
| Presentation of Award Recommendation to the SJC BOCC | February 5, 2019 |
| Begin Negotiations of Contract | February 19, 2019 |
| Contract Issuance & Execution | March 1, 2019 |

C. DUE DATE & LOCATION:

Proposals submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before **four o'clock (4:00PM) on December 6, 2018**. Any proposals received after this deadline will be deemed non-responsive, and shall be returned to the addressee unopened. Packages must comply with the submittal format as provided herein in Section IV of this RFP Document. The County reserves the right to reject any submitted packages that do not comply with the requirements set forth herein.

RFP Packages shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

D. DESIGNATED POINT OF CONTACT:

Any and all questions or requests for information relating to this RFP shall be directed, *in writing*, to the following Designated Point of Contact: Ms. Leigh Daniels, CPPB, Procurement Supervisor, at ldaniels@sjcfl.us.

In the event the Designate Point of Contact, provided above, is absent, or unavailable for more than three (3) business days, interested firms may contact Travis Hembree, Procurement Coordinator, at thembree@sjcfl.us.

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response. Any such communication shall result in disqualification from consideration for award of a contract for these services.

E. NON-MANDATORY PRE-PROPOSAL MEETING

There will be a Non-Mandatory Pre-Proposal Meeting held on Wednesday, November 14, 2018, at 9:30am at the St. Johns Golf Club, located at 4900 Cypress Links Blvd., Elkton, FL 32033. Attendance at this meeting is not required to be considered for award, but is recommended.

F. SUBMITTAL OF QUESTIONS/INQUIRIES:

Any and all questions and/or inquiries related to this RFP, shall be directed, *in writing*, to the Designated Point of Contact as provided above, by or before four o'clock (4:00PM) EST on Monday, November 26, 2018. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFP submission in order to clarify or answer questions as necessary to serve the best interest of the County.

G. ADDENDA:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County-issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

H. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

I. PUBLIC RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this RFP shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and all other applicable State and/or Federal Laws. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

J. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

K. RIGHT TO REJECT / ACCEPT

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

L. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY AND PROCEDURES MANUAL

All terms and conditions of the St. Johns County Purchasing Procedure Manual are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual. This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual.

PART III: SCOPE OF SERVICES

A. GENERAL INFORMATION:

The St. Johns Golf Club is located in St. Johns County at 4900 Cypress Links Blvd, Elkton, FL 32033. The current facility is 340.87 total acres, includes a club house and café, pro shop, driving range, two (2) putting greens, and the golf course, which has twenty seven (27) total holes, eighteen (18) of which are playable. Based upon the new design and layout, the renovated facility will be a total of 260 acres, with approximately eight (80) acres of land determined as excess, which is proposed in exchange for the satisfactory renovation of the golf course, at a minimum.

LarsenGolf was hired to help St. Johns John County determine the best path forward for its public golf course. Through three phases a sustainable path forward for financial success and community benefit has been developed and the viability of the St. Johns Golf Club as a community asset has been determined. During the final phase of work

LarsenGolf was instructed to complete renovation design plans in engineered detail for the golf course, driving range and short game practice facilities. These plans are now complete and together with the approve RFP process can provide a renovated golf course for the residents of St. Johns County as a result.

B. MINIMUM REQUIRED SCOPE OF WORK:

The awarded firm shall be required to complete the renovations to the eighteen (18) hole golf course, in accordance with County’s Golf Course Master Plan and all drawings, plans and specifications found on ftp://ftpanon.sjcfi.us/gis/upload/GIS/SJC_Golfcourse/ and incorporated by reference herein with this RFP Document. As described in detail on the County’s Golf Course Master Plan and all drawings, plans, and specifications mentioned above, renovations shall be made to sixteen (16) of the currently open golf course holes, and two (2) of the currently closed holes. The renovations shall include, provision of all labor, equipment, materials, and supervision necessary to adhere to all of the specifications created by LarsenGolf including; staking, grading, irrigation, grassing, greens construction, drainage, cart path construction, tee box construction and all other construction detail within. Written specifications have been included. All renovations are to be overseen by a team of qualified St. Johns County staff to ensure that they adhere to the specifications completed by LarsenGolf in Phase III.

PART IV: EXCHANGE AND USE OF EXCESS LAND

A. EXCESS LAND

The County has approximately eighty (80) acres of land from golf course holes and other lands which are not golf course holes that are not currently in use and are not included in the County’s Golf Course Master Plan found on ftp://ftpanon.sjcfi.us/gis/upload/GIS/SJC_Golfcourse/. This excess land is shown on “Exhibit A Excess Land” and can be found on ftp://ftpanon.sjcfi.us/gis/upload/GIS/SJC_Golfcourse/ and is incorporated herein by reference.

As part of the award process for this RFP, the County intends to declare the approximately eighty (80) acres of excess land as surplus in accordance with St. Johns County Policy and Florida Statute. The purpose of declaring the land as surplus is for it to be conveyed to the awarded firm as payment for the satisfactorily completed renovations as described in the aforementioned County’s Golf Course Master Plan and the all drawings, plan and specifications found on ftp://ftpanon.sjcfi.us/gis/upload/GIS/SJC_Golfcourse/. Conceptually, once the detailed configuration of the approximately eight (80 acres) is determined, as part of the contract negotiations and the ultimate conveyance of the excess lands, the County anticipates requiring two (2) appraisal by a qualified appraiser who follows USPAP and is an MIA Appraiser, to establish the fair market value of the land being exchanged; a Boundary Survey; and any additional documentation such as deeds and title commitments associated with the conveyance of property.

B. USE OF EXCESS LAND

While development of the excess land is not part of this RFP, the County will evaluate and rank the submitted proposals, based, in part, on the proposed use of the excess land by the awarded firm. Any proposed use of the excess land is subject to all applicable local, state, and federal policies, codes, rules, ordinances, regulations, and laws.

PART V: RFP SUBMITTAL INSTRUCTIONS & FORMAT

A. MINIMUM QUALIFICATIONS

In order to be eligible to submit an RFP Package in response to this solicitation, Respondents must demonstrate a minimum of ten (10) years’ experience in golf course construction and/or renovation, with the successful new construction or major renovation of at least ten (10) professional level, eighteen (18) hole golf courses within the last ten (10) calendar years. Respondents must also be fully licensed to perform the required scope of services in the State of Florida, as well as St. Johns County. Respondents must demonstrate, and show proof of meeting or exceeding the minimum requirements in the submitted proposal. Failure to properly demonstrate the minimum qualifications shall result in the Respondent being removed from consideration for award.

B. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to

this Request for Proposal. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposal shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFP Package, each Respondent certifies that the Proposer has fully read and understands any and all instructions in the Request for Proposal, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days following the submittal due date. The County reserves the right to extend this time frame as necessary to complete contract execution.

C. TRADE SECRETS

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted. All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

D. CONFLICT OF INTEREST

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

E. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

F. RFP PACKAGE SUBMITTAL INSTRUCTIONS

The RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages. RFP Packages shall be submitted in a sealed envelope or container, and labeled, on the exterior of the package, with the Respondent's full legal company name and mailing address, as well as "RFP No: 19-92: Land Exchange for Renovations of Golf Course at St. Johns Golf Club". **RFP Packages shall be mailed or hand-delivered to the St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084.** RFP Packages must be submitted, in the format provided herein, by or before **four o'clock (4:00PM) EST on Thursday, December 6, 2018.** St. Johns County Purchasing will not accept any RFP Packages that are not submitted in the manner described above. Any unsealed, unlabeled, or otherwise incomplete packages may be rejected. Any packages received after the deadline as provided above, shall not be provided to the Evaluation Committee for review, and shall be returned to the sender, unopened.

G. RFP PACKAGE COMPONENTS:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) hard-copy original proposal, and one (1) exact electronic PDF copy on a USB drive. The original hard-copy of the Respondent's RFP Package shall be submitted on 8 1/2" X 11" pages, numbered, and all headings, sections and sub-sections shall be identified appropriately.

All RFP Packages must include the following components:

| <u>Section</u> | <u>Topic</u> |
|----------------|---|
| 1 | RFP Package Cover Page |
| 2 | Cover Letter |
| 3 | Qualifications of Internal & External Resources |
| 4 | Relevant Project Experience |
| 5 | Financial Capability |
| 6 | SJC Project Proposal |
| 7 | County Benefits from Exchanged Land |
| 8 | Administrative Information |

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that proposals be organized in the manner specified as follows:

Section 1: RFP Package Cover Page (Complete and Submit)

Section 2: Cover Letter

The cover letter should provide the following:

- The Respondent Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include location address of office that will administer this Contract
- All contact information, including name, title, phone number, fax number, e-mail address, and mailing address of the authorized Representative(s) of the Respondent's organization who will be responsible for negotiating and executing contracts.
- Highlights of the Respondent's qualifications and ability to perform the project services
 - Profile - Provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations
- A brief statement of the respondent's understanding of this project.

Section 3: Qualifications of Internal & External Resources

In this section, respondent shall provide documentation to fully demonstrate the experience, education, and abilities of any and all personnel that shall be performing any portion of the work under the awarded contract. This may be submitted in the form of resumes for any and all employees who will be performing work, or any other documentation or information demonstrating the qualifications of the Respondent organization and staff to be utilized on this project. Respondents shall also provide the qualifications of any and all external resources to be utilized for any portion of the work required under the awarded contract. If the Respondent is proposing a partnership with any other firms, or is utilizing resources of any sub-contractors or sub-consultants, any and all qualifications of those external resources shall be submitted in this section

Respondents must also provide the following documentation in this section of the submitted RFP Package:

- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)

Section 4: Relevant Project Experience

In this section, Respondents shall provide documentation to demonstrate any and all past experience relevant to the project described herein. At a minimum, Respondents shall submit documentation to demonstrate the successful new construction or renovation of at least ten (10) professional, eighteen (18) hole golf courses, similar in size and scope to the County's golf course to be renovated under this project within the past ten (10) years. Respondents shall provide, at a minimum, the following information for each project included in this section:

- Project Name & Location
- Name & Contact Information of Project Owner
- Initial & Final Contract Price of the Completed Project
 - Explanation as to the change in Contract Price
- Project Manager for Owner w/ Contact Information
- Project Manager for Respondent

- Kick-Off & Completion Dates of the Project
- Summary of Scope of Work to be Completed for Project

Section 5: Financial Capability

In this section, Respondents shall provide documentation to satisfactorily demonstrate sufficient financial capability to conduct and complete the renovations of the golf course, and all other improvements to the County Golf Club facility as specified herein and proposed by the Respondent. Respondents shall be required to further demonstrate sufficient financial capability to conduct and complete the proposed development of the exchanged land as part of this project. Respondents shall provide, at a minimum, the following documentation in this section:

- Letter of Bonding Capability by the Respondent’s Surety – must state that the Respondent has bonding capacity equal to or greater than the value of the project described herein;
- Certificate of Insurance – must demonstrate current policies with the minimum coverages of insurance, as provided herein;
- Complete and Submit – Claims, Liens, Litigation History
- Financial Statements

Section 6: SJC Project Proposal

In this section, Respondents shall submit their Proposal for the County portion of this project. This proposal shall have four (4) components: the proposed value of the improvements to the golf course; as specified herein; the completion schedule for the renovations to the golf course; any additional proposed improvements to the St. Johns Golf Club facility being proposed by the Respondent (i.e. renovations or improvements to club house, First Tee or Flagler Facilities, etc); and the proposed amount to be contributed by the Respondent for Construction Management of Project by County’s Golf Course Architect. If proposing any additional improvements, the Respondent shall provide the proposed value of each additional improvement, as well as the schedule for those improvements to be completed.

Section 7: Proposed Plan for Exchanged Land and County Benefits

In this section, Respondents shall submit their Proposal for the excess land to be exchanged for the satisfactory completion of the improvements to the County facilities as provided herein, and proposed by the Respondent. This proposal shall have five (5) components: description of the proposed use of the exchanged land to include any potential County benefits from the proposed use; proposed public improvements on exchanged land; proposed value of public improvements; and a map showing the locations of all proposed public improvements.

This Section should be used to present innovative approaches to the project which may include reconfiguring or relocating the approximately eighty (80) acres of County owned excess to accommodate innovative approaches to the project.

Section 8: Administrative Information

- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Form (Complete and Submit)
- Copies of all issued Addenda (Acknowledge and Submit)

H. DETERMINATION OF RESPONSIVENESS

The County shall make a determination for each respondent, as to the responsiveness of the submitted RFP Package to the requirements provided herein. Any respondent who fails to comply with the requirements of this Request for Proposals may be determined as non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFP Package. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

PART VI: EVALUATION & AWARD

A. EVALUATION OF RESPONSES:

All properly submitted, responsive Proposals shall be evaluated by an Evaluation Committee of no less than three (3) representatives. The Evaluation Committee may consist of County Staff, and additional field experts, as applicable to meet the needs of the County. Each Evaluation Committee Team Member will receive a set of all of the submitted proposals, and an electronic copy of the RFP document with all issued Addenda, an Evaluator's Score Sheet and an Evaluator's Narrative Sheet. Evaluators shall review and score the submitted, responsive, RFP Packages individually, with no interaction or communication with any other individual outside of the public evaluation meeting. Evaluators' scores shall be announced, and proposals shall be publicly ranked at the Evaluation Meeting.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County.

B. EVALUATION CRITERIA:

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below for Land Exchange for Renovation of Golf Course at St. Johns Golf Club:

| | Criteria | Points |
|----|--|---------------|
| 1. | Qualifications of Internal & External Resources | 20 |
| 2. | Relevant Project Experience | 50 |
| 3. | Financial Capability | 30 |
| 4. | SJC Project Proposal | 35 |
| 5. | Proposed Use of Exchanged Land and County Benefits | 40 |
| 6. | Quality of Submittal | 10 |
| | TOTAL | 185 |

C. PRESENTATIONS BY SHORT-LISTED FIRMS:

In the event the Evaluation Committee and Purchasing Department determines that presentations from shortlisted firms are necessary to make a final recommendation, shortlisted firms will be notified by the County. Presentations will be evaluated by the Evaluation Committee, and the scores for the presentation shall be added to the scores for the proposal for each firm, to determine the Total Score for each firm. The criteria by which presentations will be scored will be provided to the shortlisted firms with the above referenced notification by the County.

D. RECOMMENDATION FOR AWARD:

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein. Upon approval by the Board of County Commissioners, County Staff shall begin negotiations, and if terms and conditions are agreeable to all parties, an agreement shall be issued and executed by all parties.

E. PROTEST PROCEDURES:

Any respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Proposals, shall file, with the SJC Purchasing Department a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The full protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County's Purchasing Manual. All terms and conditions of the County's Purchasing Manual are incorporated into this Request for Proposals by reference, and are fully binding.

RFP NO: 19-92; LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB
EVALUATORS'S SCORE SHEET EXAMPLE

ST. JOHNS COUNTY FLORIDA
 BOARD OF COUNTY COMMISSIONERS

DATE:
 PROJECT:

CRITERIA RANKING:

| Respondents | 1. Qualifications of Internal & External Resources 0-20 | 2. Relevant Project Experience 0-50 | 3. Financial Capability 0-30 | 4. SJC Project Proposal 0-35 | 5. Proposed County Benefits from Exchanged Land 0-40 | 6. Quality of Submitted Proposal 0-10 | TOTAL 0-185 |
|--------------------|---|---|--|--|--|---|------------------------|
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SIGNATURE OF RATER: _____ PRINT NAME: _____ DATE: _____

PART VII: GENERAL TERMS AND CONDITIONS

1. Lobbying Blackout Period

In accordance with section 304.6.5 of the St. Johns County Purchasing Manual, a lobbying blackout period begins upon issuance or advertisement of this RFP and continues until the County executes a contract for completion of the Scope of Work. During the lobbying blackout period, any Proposer or anyone representing a Proposer is advised that they are prohibited from contacting or lobbying County Board members, the County Administrator, or County staff, other than the designated purchasing agent. For purposes of clarification, a Proposer's representative shall include, but is not limited to, employees, partners, officers directors, vendors, contractors, consultants, or agents. All questions concerning this RFP shall be directed to the following designated purchasing agent: Ms. Leigh Daniels, CPPB, Procurement Supervisor, at ldaniels@sjcfl.us. Respondents and their representatives who do not abide by this provision are subject to having their proposal automatically rejected, without further recourse, and shall be subject to debarment for a period of up to 12 months.

2. News Releases / Public County

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior County approval.

3. Public Records; Confidential & Proprietary Information

The County and its representatives are governed by the Sunshine Law and the Public Records law of the State of Florida and all Proposals and supporting data shall be subject to disclosure as required by such laws. All Proposals shall be submitted in sealed form and shall remain confidential for the period permitted by the Public Records laws. Thereafter, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The County reserves the right to make any final determination of the applicability of the Public Records Law. No claim of confidentiality or proprietary information in all or any portion of a Proposal will be honored unless a specific exemption from the public records law exists and it is cited in the response to the RFP. If a Proposer believes any of the information contained in its Proposal is exempt from the public records law, Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the County will treat all material received as public records.

Non-discrimination

Proposer shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, genetic information, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection, employment or service delivery.

4. Rights and Privileges; No Assignment

The selected Proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the County.

5. Purchasing Manual

Applicable provisions of Chapters 304, 306 and 307 of the St. Johns County Purchasing Manual shall govern this RFP.

6. Distribution of RFP Documents

This document is issued directly by the County and the County shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the County Procurement Department. The County is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding any solicitation made by the County.

7. Right to Contract for similar/additional services

The County reserves the right to provide for similar and/or additional services from other companies if the County so deems necessary. If the County elects to exercise this right the contract awarded under this RFP shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the County is an exclusive contract, unless explicitly stated in such contract.

8. Ownership of Documents

The County shall have full ownership and the rights to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Proposer. Proposer acknowledges that County's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

9. Proposal

The successful Proposer will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

10. Indemnity

Proposer agrees to indemnify, defend, save and hold harmless the County, its officers, employees and agents (the "Indemnified Parties"), from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from the Indemnified Parties by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the services contemplated by this document; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's activities contemplated by this document;; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the Indemnified Parties, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. County reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. This indemnification clause is separate and apart from, and in no way limited by, any insurance provided by agreement or otherwise. This paragraph shall not be construed to require Proposer to indemnify the County for its own negligence, or intentional acts of the County or Indemnified Parties. Nothing in this document shall be deemed to be a waiver of the County's sovereign immunity under Section 768.28, Florida Statutes.

11. Disclosures and Disclaimers

This RFP is being issued by the County. Any action taken by the County in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the County or their advisors.

In its sole discretion, the County may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the County may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter known as "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer,

including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the County.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the County, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with County representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the County without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the County if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the County that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The County, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the County nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Proposer may be requested by the County which may include one or more Proposers. Contract negotiation will take place with the first choice of the County and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the County may, at its sole option, withdraw this RFP.

The County reserves the right to select the proposal which in the opinion and sole discretion of the County will be in the best interest of and/or most advantageous to the County. The County reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Proposer.

The County and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the County, and the applicable agreements pertaining thereto, are approved and executed by the Proposer and the County. All or any responses to this RFP may be accepted or rejected by the County for any reason, or for no reason, without any resultant liability to the County.

The County and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed form and shall remain confidential to the extent permitted by the Public Records law until the earlier of award recommendation or thirty (30) days after opening. Any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The County reserves the right to make any final determination of the applicability of the Public Records Law.

12. Local Government Prompt Payment Act.

Payment of Fees will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, and dispute resolution provided detailed invoices are submitted in compliance with the terms of the contract.

13. Proposal Costs

All costs and expenses incurred by any Proposer or party in responding to this RFP, preparing a Proposal and any re-submittals, are the sole responsibility of the Proposer.

14. No Return of Proposals

All Proposals shall become the property of the County and shall not be returned.

15. Public Entity Crimes Act.

Proposer represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that the Proposer and its subcontractors have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal. Violation of this section may result in debarment from County's competitive procurement activities.

16. LICENSES, PERMITS & FEES:

The awarded firm shall be required to obtain and maintain throughout the duration of the Contract, any and all licenses relative to the performance of the work specified herein, proposed by the Respondent, or included in the final executed Contract Agreement. The awarded firm shall be responsible for obtaining any and all applicable permits, and paying any and all fees associated with the required permits, or for the completion of the required scope of work provided in the Contract.

17. Applicable Local, State and Federal Laws

Proposer shall, in its Proposal and any resulting contract or provision of services, comply fully with all applicable local, state and federal laws and regulations.

A. INSURANCE REQUIREMENTS:

Each Respondent shall be required to demonstrate the minimum insurance coverage, stated below, which shall be required throughout the duration of the Contract. If any Respondent does not currently carry insurance coverage(s) at the minimum levels provided below, the Respondent shall be required to provide a Certification Letter from an Insurance Provider, stating that the Respondent is eligible for coverage in at least the amounts, as provided herein.

Upon award, the Contractor shall not commence work under the awarded Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. The County shall specifically be named as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must be provided along with the Certificate of Insurance.

Certificate Holder Address: St. Johns County, FL
 500 San Sebastian View
 St. Augustine, FL 32084

The Contractor shall maintain throughout the life of the awarded Agreement, Comprehensive General Liability Insurance with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under the awarded Agreement, whether such operations be by the Contractor, or anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain throughout the life of the awarded Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain throughout the life of the awarded Agreement; Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain throughout the life of the awarded Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

The Contractor shall maintain throughout the life of the awarded Agreement, Builders Risk Insurance, Property Insurance written on an "all risk" policy form including coverage for Earthquake, Flood, Windstorm, Debris Removal, Hot and Cold Testing in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of material supplied or installed by others, comprising total value for the entire project at the site on replacement cost basis. The named insured shall include the County, General Contractor and Sub-contractors. The policy shall waive any co-insurance penalties. Covered Property to include Permanent Works: Materials, supplies, equipment, machinery, and property of others, if the insured is contractually responsible and the value is included in the total project, Temporary Work: scaffolding, form work, fences, shoring, falsework, temporary buildings, Offsite Locations, Offsite Storage and Transit.

The Contractor shall be responsible for the deductible. Such property insurance shall be maintained until final acceptance and payment has been made. If the policy is terminated for any reason, notice shall be provided to the County within a minimum of thirty (30) days by the carrier. The County, awarded firm and sub-contractors waive their rights of subrogation against one another.

**RFP NO: 19-92; LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT
ST. JOHNS GOLF CLUB**

PART VIII: ATTACHMENTS/FORMS

**REQUEST FOR PROPOSALS (RFP) NO: 19-92
LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB**

COVER PAGE

**SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND
ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL IN A SEALED ENVELOPE
OR CONTAINER TO:**

PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084

COMPANY NAME: _____

DATE: _____

Mailing Address (Street Address, City, State, Zip Code)

AUTHORIZED COMPANY REPRESENTATIVE

Printed Name & Title

Phone Number

Email Address

**REQUEST FOR PROPOSALS (RFP) NO: 19-92
LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB**

**St. Johns County Board of County Commissioners
DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services 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 contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature of Authorized Representative

Printed Name & Title

Date

Full Legal Company Name

**REQUEST FOR PROPOSALS (RFP) NO: 19-92
LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB**

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 19-92 Land Exchange for St. Johns Golf Club Renovation.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer)

By _____

(Title)

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

RESPONDENTS MUST EXECUTE AND SUBMIT THIS AFFIDAVIT WITH PROPOSAL. FAILURE TO SUBMIT THIS AFFIDAVIT WITH PROPOSAL SHALL BE GROUNDS FOR DISQUALIFICATION.

**REQUEST FOR PROPOSALS (RFP) NO: 19-92
LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB**

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of _____, 20__.

Signature of Affiant

STATE OF _____)

COUNTY OF _____.)

Subscribed and sworn to before me this _____ day of _____, 20__, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

**REQUEST FOR PROPOSALS (RFP) NO: 19-92
LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB**

**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) :

| | |
|--------------------|---------------------------|
| _____ Signature | _____ Print Name/Title |
| _____ Signature | _____ Print Name/Title |

Full Legal Company Name

REQUEST FOR PROPOSALS (RFP) NO: 19-92
LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number: _____

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____
If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

OPTIONAL CHECKLIST:

REQUEST FOR PROPOSALS (RFP) NO: 19-922

LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS' GOLF CLUB


| SECTION | ATTACHMENT NAME | CHECK BOX |
|------------------|---|------------------|
| Section 1 | RFP Cover Page | |
| Section 2 | Cover Letter | |
| Section 3 | Qualifications of Internal & External Resources | |
| Section 4 | Relevant Project Experience | |
| Section 5 | Financial Capability | |
| Section 6 | SJC Project Proposal | |
| Section 7 | Proposed Use of Exchanged Land and County Benefits | |
| Section 8 | Administrative Information (include the following): | |
| | Proof of Liability Insurance and Limits | |
| | Drug Free Work Place Form | |
| | RFP Affidavit | |
| | RFP Affidavit of Solvency | |
| | Conflict of Interest Form | |
| | Respondent's Warranty | |
| | Copies of all Acknowledged Addenda | |

SEALED RFP MAILING LABEL

**REQUEST FOR PROPOSALS (RFP) NO: 19-92
LAND EXCHANGE FOR RENOVATION OF GOLF COURSE AT ST. JOHNS GOLF CLUB**

**Cut along the outer border and affix this label to your sealed
RFP envelope to identify it as a Sealed RFP Package**

| | |
|---------------------------------|--|
| SEALED RFP • DO NOT OPEN | |
| SEALED RFP NO.: | <u>19-92</u> |
| RFP TITLE: | <u>Land Exchange for Renovation of Golf Course at St. Johns Golf Club</u> |
| DUE DATE/TIME: | <u>Thursday, December 6, 2018 @ 4:00 p.m.</u> |
| SUBMITTED BY: | _____ |
| | Company Name |
| | _____ |
| | Company Address |
| | _____ |
| | Company Address |
| DELIVER TO: | St. Johns County Purchasing Dept. 500 San Sebastian View St. Augustine, FL 32084 |



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

November 26, 2018

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFP No. 19-22, Land Exchange for Renovation of Golf Course at St. Johns Golf Club

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. Is there as-builts, soils, topographic, environmental, drainage calculations available for the golf course and developer residential lands? Also will there be an opportunity for the successful bidder to investigate the property in more detail to conduct any environmental, geotechnical and other testing that may be required to ensure the land being developed and acquired is usable?

Answer: There is a topographic survey available on the FTP site the drainage infrastructure is detailed and located on the FTP site. There will be time for the most qualified and selected respondent to perform their due diligence on the property and this will be a part of the final negotiations.

2. After reading the specifications in the proposal it looks as though the consultant only included Toro brand products. We needed to see what it will take to get an as equal added into the specification so Rain Bird Golf can be considered. Rain Bird Golf is installed in some of the most prestigious courses in the world including names such as Pebble Beach and Arnold Palmers Bay Hill Club and Lodge.

Answer: The respondents can submit Rain Bird Golf products in their proposal. The County adds "or equivalent" to the Irrigation System.

3. Can I please get a copy of as-builts drawings for St. Johns Golf Club off of SR 207? Also do you know what the infrastructure is like and if it could handle up to additional 300 residential units?

Answer: All as-builts (in CAD) from Cypress Lakes on the Utility Department's FTP site. There were 5 phases in the development. <ftp://ftpboocc.sjcfcl.us/Outgoing/Cypress%20Lakes%20As-builts/>

Please see attachment of the SJCUD Water & Sewer Availability Memo dated 1/12/18.

4. I wanted to see if the survey of the property had been uploaded to the .ftp or if it was available anywhere?

Answer: The only survey the county has available for the Golf Course can be found on the following Survey ftp site at <ftp://ftpanon.sjcfl.us/survey/SJC%20Golf%20Course/>

5. Has St. Johns River Water Managements District delineated the wetland lines adjacent to the Excess Land areas? Please show them on a survey. What are the buffer requirements I the permit?

Answer: After searching the SJRWMD website, The County did not find a wetland delineation for the "excess land". Upland buffer requirements are 25 foot upland buffer and a 25 foot building setback to the upland buffer adjacent to all contiguous wetlands.

6. There are conservation easements on the property. Are all the conservation easements recorded? If so, please provide copies or the recording info. There is one conservation easement recorded as shown on the attached documents..

Answer: There is one recorded conservation easement. See attachment names Conservation Easement and Conservation Easement Map.

7. Who is responsible for the maintenance of the lakes now? After reshaping and adjusting the lakes, will the current responsible party continue to be responsible? Will they allow the lakes to be modified as planned?

Answer: The maintenance of the lakes varies throughout the course depending on the ownership of the lake and surrounding property. The Lake Doctors Inc. maintains the Golf Course ponds # 2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #16, #17, #18 and #19. All of the lakes in County ownership has the ability to be modified and the ultimate ownership and maintenance of the lakes will be determined as part of the proposal and final negotiations.

8. After filling/adjusting lakes for the renovation, and losing 9 golf holes (which may have served as retention/detention when the original permits were issued and then modified) is retention/detention enough to accommodate the new lot drainage requirements? Did Larsen take this into consideration?

Answer: This will be determined through the permitting based on the proposed residential development. All permitting and drainage is subject to appropriate permitting and this was taken into consideration in the final design of the 18 hole golf course and the proposed residential development. Nothing is finalized until the permits have been acquired.

9. Will County provide permission for development dirt work to go on while the golf course is being redeveloped? See # 4 above also.

Answer: This is possible and a final determination would be made during the negotiation process. The ultimate goal is to construct the golf course as efficiently as possible and minimize the negative impact to the existing residents for any construction that occurs within the existing community.

10. Are proposers who are in lawsuits, or their companies in lawsuits with this or another county eligible? i.e. Bill Schroder.

Answer: To the extent that a proposer is not currently subjected to a period of suspension or debarment by St. Johns County, the proposer is eligible for consideration. Please note that a complete litigation history is also required.

11. Does the RFP ask for a Bond Letter for golf course construction or the golf course construction and development?

Answer: Golf course construction

12. Litigation History – Most developers work in numerous companies; typically a different company for each business or project. We suggest that Litigation History should apply to all Principals of the applicant and all of the companies that the Principals are involved with (owner, shareholder, officer/director, guarantor, etc.) at the date of submission. Please clarify.

Answer: The proposer(s) should provide a complete litigation history.

13. Section 6: Project Proposal: Related to construction management (1) Who is the construction manager; County or Larsen? (2) Is this “Construction Inspection” by Larsen or construction site management by either Larsen or County? In either case, what are his responsibilities? How much time would he estimate? What would his typical hourly, or unit rate be?

Answer: Larsen Golf is on a continuing contract for services with SJC, however there has been no task order issued at this point for Construction Management. Ultimately the Construction Services Department will have the final approval of any and all construction associated with the public facilities. There have been no hourly rates or unit rates discussed for any services at this point. This would be a part of the final negotiations.

14. The Insurance – Please clarify that the insurance requirements apply to the Golf Course contractor, and not the Respondent/developer. Particularly in terms of bondability and builders risk insurance.

Answer: Both the contractor and developer must meet all insurance requirements listed. The Builder’s Risk applies to the contractor doing the work, but the developer is required to ensure they meet the terms of the contract and provide the County with proof of insurance.

15. Does the new design meet the Parks and Recreation CDC requirements?

Answer: Any proposed residential development will be reviewed against the Land Development Code standards, including those for active recreation within Planned Developments. Golf Courses do not qualify as active recreation, but related facilities such as clubhouses may be considered toward the requirement.

16. Is this land within 5 miles of a Fire Station with capacity to serve this development? If not, will the County impose impact fees of one sort or another on the new development?

Answer: This project is not within 5 road miles of an existing fire station which would assign the property an Insurance Services Office (ISO) rating of Class 10.

ISO's Public Protection Classification (PPC) information plays an important part in the decisions many insurers make affecting the underwriting and pricing of property insurance. ISO analyzes the relevant data and assigns a PPC- grading from 1 (lowest risk) to 10 (highest risk). A higher ISO rating could mean higher homeowner insurance. This information is provided for the consideration of future homeowners. It is important to note, St. Johns County Fire Rescue can and will respond to all properties within the County regardless of the ISO rating.

St. Johns County does assess fire impact fees.

17. Within 2 miles radius of the site, are there any traffic deficiencies, etc. That would impact the development of 200-300 units?

Answer: Residential developments are assessed based on a 4-mile radius; therefore, within a four mile radius of the site there are 3 deficient links and 5 critical, including the directly accessed segment.

The directly accessed segment is Link 107.3 – SR 207 from Cypress Links Blvd. to SR 9 (I-95). Link 107.3 is currently operating at 90.1% peak hour service volume utilized.

Deficient links:

Link 54.1 (CR 5A (Old Moultrie Rd) from Kings Estate Road to Lewis Point Road)

Link 59.1 (Kings Estate Road from CR 5A to Dobbs Road)

Link 130 (SR 9 (I-95) from SR 207 to SR 16)

Critical links:

Link 108 (SR 207 from SR 9 (I-95) to Wildwood Dr)

Link 117.2 (SR 5 (US 1) from Shores Blvd. S to Wildwood Dr.)

Link 118 (SR 5 (US 1) from Wildwood Dr. to CR 5A)

Link 128 (SR 9 (I-95) from SR 5(US1) to SR 206)

At this time, staff does not have adequate information to provide a cost estimate of mitigation. Any potential impacts would need to be mitigated at the time of development review.

18. Any Archeology, environmental issues? Has a study been done?

Answer: Due to environmental factors and information gathered from existing cultural resource surveys, the project area retains a low probability for the occurrence of archaeological resources. Archaeological review is complete. However, in the event that unexpected archaeological resources are encountered during ground disturbing activities, all work shall halt and the St. Johns County Environmental Division, Cultural Resources office contacted immediately.

For a development application an applicant would be required to provide documentation that a qualified scientist has assessed the site for the presence or potential occurrence of listed species and submit a map that identifies and locates any listed species and associated essential habitat currently or previously documented to exist within project boundaries. Further, the documentation should discuss the methodology as well as the findings of this assessment. (Section 4.01.08, Land Development Code). No such survey has been completed.

Additionally, an applicant would be required to provide a wetland resource map depicting all wetland areas within the development areas for these proposed improvements to Cypress Lakes. Include a determination of the wetland designations as either isolated or contiguous and label them accordingly on any future plans. St. Johns River Water Management District conservation easements as well as any proposed wetland impacts also need to be depicted. Please distinguish between any wetlands and upland buffers areas within the District easements. A 25' upland buffer would be required between any contiguous Jurisdictional wetlands and upland development areas. A 25' building setback is required from the upland buffers adjacent to contiguous wetlands unless the upland buffer is outside of the platted lots (setback reduced to 10'). Please provide any State permitting for review for any proposed wetland impact areas. Section 4.01.06, Land Development Code, DRM 13.05.C. The applicant would also be required to provide a FLUCCS (Florida Land Use and Cover Classification System) map for review. St. Johns County Development Review Manual 13.03.A.5.B.

Development Plans shall be designed to conform to and take advantage of topographic and other natural features of the land, including the conservation of existing Trees.

a. Provide a site plan identifying all protected trees (8" or greater) within the proposed area to be developed. This plan needs to show trees to remain and those proposed for removal with a site plan of the development overlaid on the required tree information.

- b. Any protected tree subject to 6" or more of grade change is considered removed.
- c. Trees within wetlands are not to be included in calculations to meet minimum tree inches and wetland acreage is not to be included in acreage calculations for landscape purposes.
- d. Protected trees removed must be addressed on an inch for inch basis.
- e. A minimum of 80" of trees per acre is required for the infrastructure areas and 40" of trees per acre for the lot area.
- f. A tree mitigation plan shall be submitted which identifies how tree mitigation requirements will be met and include a calculation of mitigation inches required and mitigation inches provided.

19. Has a Migratory Bird Assessment been done? Any other environmental comments?

Answer: Please see answers to #18 above. No surveys or assessments have been completed.

20. Put the complete survey on the FTP site, including wetlands lines, buffers, conservation easements, etc.

Answer: There is a topographic survey available on the FTP site the drainage infrastructure is detailed and located on the FTP site. The only survey the county has available for the Golf Course can be found on the following Survey ftp site at <ftp://ftp.anon.sjcfi.us/survey/SJC%20Golf%20Course/> There is one recorded conservation easement. See attachment names Conservation Easement and Conservation Easement Map.

21. School concurrency? Is there capacity in elementary, middle, and high schools? Any schools in the area under construction or planned? Concurrency costs?

Answer: The parcel under review is located in the Pedro Menendez Concurrency Service Area. Historically, there has been insufficient capacity at all levels within the service area. Any further questions regarding school concurrency and/or information relating to construction of new schools would need to be addressed by the school district. School concurrency would be the responsibility of the proposer working directly with the St. Johns County School District.

22. Is the golf course architect or the County going to be responsible for shifting the golf course into safety zones MSE's for existing lots, and is he going to be responsible for the lots that are potentially planned within MSE's. There is a clear standard of liability. See attached.

Answer: The proposal can include any revisions that the applicant's feel are appropriate for their project. All appropriate safety standards for the project will be ensured prior to any approvals of construction.

22. In the section, the RFP is requesting a letter of bonding capability by the respondents surety. The golf course contractor will provide a letter of bonding capacity for the full amount of the golf course renovation. The golf course contractor will be a sub-contractor of ours as the respondent, we have never as a developer had to bond any project in the past 4 decades. So, is the County requesting a bonding letter from, us as the developer, for the exchanged land? If so, will a letter from our several banking partners suffice to say that we have the financial capability to complete this project?

Answer: Yes, the contractor and/or developer must provide a letter of bonding capability for the completion of the golf course.

23. Do you/SJC have a desired form for an affidavit of confidentiality, which we'll want to submit with our financial statement? If so, can you please send it to us or let me know where I can find it? Or should we just mark our financial statements as confidential to keep them from public record?

Answer: There is no pre-approved affidavit or confidentiality form. All information, including financial information, submitted to the County in response to the RFP is subject to the Florida

Public Records Law (Chapter 119) as well as other applicable provisions that govern the disclosure of public records. Accordingly, whether or not such information is confidential and/or exempt from public disclosure is provided by Florida law.

24. Additional, can you confirm that the Land Exchange for Renovation for Golf Course at St. Johns County Golf Club (attached) is RFP 19-22? There are several conflicting RFP #'s in the affidavit forms (ex. The Affidavit is RFP 19-92).

Answer: The correct RFP # is 19-22. Attached are the corrected forms.

25. Are the club house plans and as-builts available anywhere? That would be a huge help in planning renovations.

Answer: These documents can be made available through the St. Johns County Facilities Management Division.

26. There are two defect specifications shown for Golf Greens Construction – USGA and California Methods. Which one is to be priced/does SJC want done?

Answer: USGA is the only pricing that should be provided.

27. Is the clearing just eradication of turf and no tree or underbrush clearing? Please clarify in detail.

Answer: Primarily the clearing is the eradication of turf there is minimal under brushing. Please see the attached construction documents for detail and all applicants are welcome to visit the course it is open to the public throughout the process.

28. How is existing grass that is to be eradicated to be handled? Will it be disked, rototilled or what method?

Answer: St. Johns County Golf Course maintenance staff will handle the spraying/eradication of the grass.

29. How is grass to be eradicated? Typically done by greens superintendent because has all chemical sprat licenses. Will this be an owners responsibility? Please explain.

Answer: Please see answer to question #28

30. Item D, erosion/Dust Control: Does not mention any information concerning erosion control. Is it just silt fence? If so how many lineal feet?

Answer: Please use the RFP Construction Documents to determine the linear feet of erosion control necessary.

31. Line Item E, Earth Moving: there is no information on items 2 through 56. What is haul distance and generally where will fill be placed?

Answer: This will be determined depending on the final proposal that has been accepted and finalized during negotiations.

32. Line Item F, Topsoil: Please explain or do we disregard?

Answer: Please see answer to question # 31.

33. Line Item G, Lake Construction: There is no information given. Please explain in as much detail as possible.

Answer: Please see answer to question # 31.

34. Major drainage no info given. Do we disregard because there is no estimated price?

Answer: Please see answer to question # 31.

35. Line Item K, Bridges. No information given although there is an estimated cost. Please explain and give detail.

Answer: The estimated cost is based on the repair/replacement of current structure however alternatives can be considered as part of the proposal.

36. Landscaping: No cost is estimated. Will this be performed by St. Johns County?

Answer: Please see answer to question # 31.

37. What do we do in the areas outside the grassing of 75 acres but inside the disturbance area?

Answer: It is recommended to leave the area outside of the 75 acres of grassing in their current state and if they are disturbed to return them to their current state prior to construction. Alternative solutions can be considered as part of your proposal.

38. What method of greens construction: USGA or California?

Answer: USGA

39. The RFP references license and certification must be provided on page 9, section 3. Does this mean you'll require hard copy licenses or will license numbers suffice?

Answer: Please submit hard copies of all licenses and certifications.

Attachments:

**SJCUD Water & Sewer Availability Memo dated 1/12/18
Conservation Easement
Conservation Easement Map
Part VIII – Attachments/Forms**

THE RFP DUE DATE REMAINS December 6, 2018 AT 4:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Leigh A. Daniels, CPPB
Procurement Supervisor

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

November 27, 2018

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFP No. 19-22, Land Exchange for Renovation of Golf Course at St. Johns Golf Club

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. Is the County under contract with Larsen for construction observation of the golf course? If so, what is the balance left in his contract?

Answer: Larsen is currently a contractor of the County, however there is no balance and there is no task order currently issued for his services.

2. How much latitude is there to make adjustments to the Larsen golf construction plans?

Answer: The amount of modifications to the plan and the subsequent cost and changes will be evaluated per the guidelines of the RFP.

3. Is the irrigation consultant a separate contract with the county or is this part of Larsen contract? What is the balance on this contract?

Answer: The irrigation consultant was part of Larsen Golf Phase III creation of construction documents and they are not a contractor with St. Johns County and therefore there is no balance to provide.

4. What permits will be required from the County to start construction on the golf course portion of the project? Is all of the proposed Larsen work already permitted through the County?

Answer: Commercial construction plan review would be required to accommodate the redesign of the course. No permits have been obtained.

5. When does ownership of the land swap take place? Will the County be the Owner/applicant on all permit applications that will be required to secure entitlements to develop this land?

Answer: This will be determined by the appropriate County staff through negotiations.

6. Will the County be the owner/applicant on permit applications for the golf course work that need to be secured through SJRWMD?

Answer: The County will be the owner/applicant on permits for the Golf Course construction.

7. What does the county intend to do with existing golf course staff during the renovation period when the course is closed? Will any of the facilities remain open (bar, restaurant) during the course closure

Answer: Golf course maintenance will remain open during construction to make sure edges of the property are maintained and total supervision is being held. (i.e. Golf course superintendent, Assistant superintendent, and equipment mechanic). The closing of the facilities will be determined once a plan is awarded.

8. Are the grow-in cost (post construction) for the golf course prior to reopening to be included in our business model or will that be a County responsibility?

Answer: Grow-in cost is up to the county to pay. Pre-plant material (i.e. fertilizer, soil amendments, etc.) and application is up to the developer to pay for and be applied by direction of golf course superintendent.

9. What staff people are on the evaluation committee? What non-staff people are on the evaluation committee?

Answer: The evaluation committee is made up of County staff from the Golf Course, Utility Department, Economic Development, Land Management. Non-Staff members are from the PGA tour, a resident of Cypress Lakes and a retire government employee. The committee is subject to change. Please remember that the County is currently under a "Blackout Period" and you cannot contract any staff regarding this RFP process unless it is a Purchasing staff member.

10. Should change orders be required during the golf course construction process, who shall have the authority to approve or deny requests?

Answer: The County will review all changes to the golf course plan. Any change orders for the Golf Course construction will be the responsibility of the applicant.

11. Should be assumed that all costs associated with the closing and transfer of land will be the expense of the submitter?

Answer: Correct, however it may be part of the negotiation process.

12. As a component of the staff's presentation to the Board of County Commissioners on January 16, 2018, the Comprehensive Land Use Plan section of the presentation states that a Pre-Application meeting was held with the DRC. Can the County provide more details on the submittal that was made and the comments provided from staff beyond those included in the presentation?

Answer: The information from the BCC meeting is located at this site:
ftp://ftpanon.sjcfcl.us/gis/upload/GIS/SJC_Golfcourse/PREAPP%202017%2091/

13. Would the county consider extending the deadline for submittal to December 13 due to the Thanksgiving holiday and the amount of detail required to respond?

Answer: No, the due date remains December 6, 2018 at 4:00 PM.

Clarifications:

All as-builts (in CAD) from Cypress Lakes on the Utility Department's FTP site. There were 5 phases in the development can be found at the following ftp site: <ftp://ftpanon.sjcfcl.us/ftputility11>

THE RFP DUE DATE REMAINS December 6, 2018 AT 4:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Leigh A. Daniels, CPPB
Procurement Supervisor

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 2



St. Johns County Board of County Commissioners

Purchasing Division

November 27, 2018

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFP No. 19-22, Land Exchange for Renovation of Golf Course at St. Johns Golf Club

This Addendum #3 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

Clarifications:

**The pdf drawings of the golf course and clubhouse can be located at the following ftp site:
ftp://ftpanon.sjcfl.us/gis/upload/GIS/SJC_Golfcourse/**

THE RFP DUE DATE REMAINS December 6, 2018 AT 4:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Leigh A. Daniels, CPPB
Procurement Supervisor

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 3